FRANCHISE DISCLOSURE DOCUMENT

APPLEBEE'S FRANCHISOR LLC

A Delaware Limited Liability Company
450 North Brand Boulevard, 7th Floor
Glendale, California 91203-4415
(818) 240-6055
www.applebees.com/about-us/domestic-franchising

The franchisee will operate sit-down, table service Restaurants, including the service of food and alcoholic beverages, under the trade name of Applebee's Neighborhood Grill & Bar®.

The total investment necessary to begin operation of an Applebee's Neighborhood Grill & Bar® franchised business ranges from $1,965,600 to $7,053,400. This includes $35,000 that must be paid to us or an affiliate. *See* Items 5 and 7. You might pay the franchisor more if you sign a Development Agreement to develop multiple Restaurants. *See* Items 5 and 7.

This Franchise Disclosure Document ("Disclosure Document") summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of this document in different formats, contact Eric Tan at the following e-mail address: Eric.Tan@dineequity.com.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.
Date of Issuance: March 29, 2017, as amended May 2, 2017 and September 6, 2017.

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit B** for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE DEVELOPMENT AGREEMENT AND FRANCHISE AGREEMENT REQUIRE THAT ALL DISAGREEMENTS BE LITIGATED IN THE STATE OF KANSAS. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO SUE US IN KANSAS THAN IN YOUR HOME STATE.

2. THE DEVELOPMENT AGREEMENT AND FRANCHISE AGREEMENT STATE THAT KANSAS LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: *See* the next page for state effective dates.

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:

California	March 29, 2017, as amended May 2, 2017 and September 6, 2017
Hawaii	April 6, 2017, as amended May 10, 2017 and ____________, 2017
Illinois	March 29, 2017, as amended May 2, 2017 and September 6, 2017
Indiana	March 29, 2017, as amended May 2, 2017 and September 6, 2017
Maryland	April 6, 2017, as amended May 2, 2007 and September 6, 2017
Michigan	March 29, 2017, as amended May 2, 2017 and September 6, 2017
Minnesota	June 13, 2017, as amended June 13, 2017 and ____________, 2017
New York	March 29, 2017, as amended May 2, 2017 and September 6, 2017
North Dakota	March 31, 2017, as amended May 2, 2017 and September 6, 2017
Rhode Island	March 30, 2017, as amended May 8, 2017 and ____________, 2017
South Dakota	March 31, 2017, as amended May 2, 2017 and September 6, 2017
Virginia	May 3, 2017, as amended May 3, 2017 and ____________, 2017
Washington	April 14, 2017, as amended May 3, 2017 and ____________, 2017
Wisconsin	March 29, 2017, as amended May 2, 2017 and ____________, 2017

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EXHIBITS

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, "Applebee's," "we," "us" or "our" means Applebee's Franchisor LLC, the franchisor. "You" means the person or entity that buys the franchise, called the "Developer" under the Development Agreement and the "Franchisee" under the Franchise Agreement(s). When we refer to "Agreements," we mean both the Development Agreement and Franchise Agreement(s).

Franchisor:

Applebee's was formed in Delaware on July 28, 2014. Our principal business address is 450 North Brand Boulevard, 7th Floor, Glendale, California 91203, and we do business only under our company name and the trade names Applebee's Neighborhood Grill & Bar® and Applebee's®.

Since October 1, 2014, we have offered franchises for Restaurants utilizing the service marks Applebee's Neighborhood Grill & Bar® and Applebee's Grill®, using a system (the "System") specializing in the sale of uniform, high quality, moderately priced food and alcoholic beverages in a distinctive, casual setting ("Restaurants") in the U.S. and abroad. We do not engage in any other business activities and do not operate any Restaurants, although our affiliates do so, as further described below. We have not offered franchises in any other line of business. Our registered agents for service of process are listed in Exhibit C.

Our Parents, Predecessors and Affiliates:

Our parent companies, all organized under Delaware law, are Applebee's Funding LLC; Applebee's SPV Guarantor LLC; Applebee's International, Inc.; and DineEquity, Inc. (formerly known as IHOP Corp. and which changed its name in June 2008). The principal business address of DineEquity, Inc. and our other parent companies is 450 North Brand Boulevard, 7th Floor, Glendale, California 91203.

DineEquity, Inc. acquired Applebee's International, Inc. and its subsidiaries, the owner and franchisor of the Applebee's Restaurant chain, on November 29, 2007. On or about September 30, 2014, DineEquity, Inc. and various of its existing direct and indirect subsidiaries closed a securitization transaction involving both the Applebee's and the IHOP brands (the "Securitization"), as part of which various existing subsidiaries contributed their assets, including intellectual property, real and personal property and equipment and related leases and subleases (IHOP only), notes and indebtedness of franchisees, and the business and related agreements concerning manufacturing, sourcing and sales of goods and services, to newly-formed DineEquity, Inc. subsidiaries, including us.

Following September 30, 2014, Applebee's International, Inc. ceased offering and selling new domestic franchises and contributed all then-existing U.S. Applebee's franchise agreements and related franchisee notes and guarantee agreements, among other assets, to newly formed Applebee's Restaurants LLC, which will continue to serve as the "franchisor" for those franchisees. Applebee's International, Inc. also contributed all then-existing U.S. area development agreements to us, and we became responsible for all new domestic franchise sales commencing October 1, 2014. Prior to January 4, 2016, Applebee's International, Inc. offered and sold Applebee's franchises internationally. On January 4, 2016, our parent, DineEquity, Inc., conducted a reorganization of its international operations such that substantially all the assets of Applebee's International, Inc. were transferred to DineEquity International, Inc.

We have no predecessors; however, several of our existing and formerly affiliated entities previously offered franchises under the Applebee's Neighborhood Grill & Bar® and Applebee's Grill® brand names since the chain began in 1988. Applebee's International, Inc. offered domestic franchises from March 1988 to November 2007 (and continued to offer franchise agreements for the Restaurants abroad until January 3, 2016);

Applebee's Franchising, LLC ("Applebee's Franchising") offered domestic franchises from November 2007 to December 2011, and Applebee's International, Inc. again offered franchises both domestically and internationally (from December 2011 through September 2014, for domestic franchisees, and from December 2011 through January 3, 2016, for international franchises).

As of January 1, 2017, there were a total of 1,858 Applebee's brand franchised Restaurants in the U.S., 158 Restaurants located outside the 50 U.S., and no "company-owned" Restaurants.

Our affiliates that provide products or services to our franchisees, all organized under Delaware law are:

DineEquity, Inc.'s activities include administering collections, franchising, marketing, real property, intellectual property, and providing certain pre-opening and post-opening services to franchised Restaurants.

Applebee's Services, Inc. f/k/a AII Services, Inc. ("Applebee's Services") may provide certain services to you on our behalf, including for example, training, site selection, and Restaurant inspections. *See* Item 11 of this Disclosure Document for more information. Applebee's Services maintains its principal place of business at 450 North Brand Boulevard, 7th Floor, Glendale, California 91203. It has not owned or operated a Restaurant and has not offered franchises in any other line of business.

ACM Cards, Inc., a Florida corporation, administers the Applebee's gift card program. ACM Cards, Inc.'s principal business address is 450 North Brand Boulevard, 7th Floor, Glendale, California 91203. ACM Cards, Inc. has not conducted a business of the type to be operated by you nor has it offered franchises in this or any other line of business.

Our only affiliate that offers franchises in the U.S. in any line of business is IHOP Franchisor LLC, which has offered U.S. franchises for IHOP and International House of Pancakes Restaurants since October 1, 2014. IHOP Franchisor LLC's principal place of business is 450 North Brand Boulevard, 7th Floor, Glendale, California 91203. Several of DineEquity's then-affiliated entities previously offered franchises under the "IHOP" and "International House of Pancakes" brand names since the chain began in 1958, namely:

International House of Pancakes, Inc. from 1960 until February 2007;

IHOP Franchising, LLC from March 2007 to February 2009;

IHOP Franchise Company, LLC from April 2009 through December 2011; and

International House of Pancakes, LLC from December 2011 through September 2014 (this is the same entity that franchised from 1960 until February 2007, but in December 2008 converted to a limited liability company).

These Restaurants feature "IHOP" pancakes as well as a diverse menu of other breakfast, lunch and dinner items. As of January 1, 2017, there were 1,463 franchised IHOP Restaurants in the U.S. that were franchised under the franchise programs offered in the IHOP Franchise Disclosure Documents. There were also 10 "company-owned" IHOP Restaurants which are operated by International House of Pancakes LLC (or other related affiliate).

Except as described in this Item 1, none of our parents, predecessors or affiliates have operated Restaurants or offered franchises for Restaurants or any other business.

Other than the entities described in this Item 1, there are no other parents, affiliates or predecessors required to be described in Item 1.

Description of Franchise: You will develop and operate Restaurants within a defined geographic area ("Territory"). You will use our various trademarks, construction specifications, designs, color schemes, signs and equipment for Restaurant premises, procedures and recipes for preparing food and beverage products, inventory, operations, and financial control methods, initial and ongoing management training and teaching techniques, and advertising and promotional services and assistance.

Each franchise arrangement consists of two parts: a development agreement ("Development Agreement") which requires you to open and operate at least one Restaurant pursuant to an initial development schedule and during the remaining term of the Development Agreement, and allows you to open and operate more Restaurants in the Territory, if needed; and separate franchise agreements ("Franchise Agreement(s)") between you and us for your operation of each Restaurant. The Franchise Agreement names the location of the Restaurant and tells you your rights and obligations for that Restaurant. The Development Agreement and each Franchise Agreement will be between you and us, and if you are a corporation, all or some of your shareholders; and if you are a partnership, some or all your partners. Those people who sign as your shareholders or partners and who guarantee your financial obligations to us under a Development Agreement and Franchise Agreement are "Principal Shareholders."

Although the Agreements attached as Exhibits E and F assume that you are a corporate franchisee, we do consider other types of business entities (for example, general or limited partnerships and limited liability companies) which meet the requirements for franchisees described in the Agreements. In those cases, you must execute amendments to the Development Agreement and Franchise Agreement that conform those Agreements to your form of business structure. A sample form amendment is attached to the Development Agreement included as Exhibit E to the Disclosure Document and a sample form amendment is attached to the Franchise Agreement included as Exhibit F to this Disclosure Document.

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 franchise disclosure document.

Competition and Market: The Restaurants compete with other national and local Restaurants which provide similar food, beverages and services to the general public. Your direct competitors will include other Restaurants 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.

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 2
BUSINESS EXPERIENCE

Richard J. Dahl – Board of Managers:

Mr. Dahl has served on our Board of Managers since March 2017. He has also served as DineEquity, Inc.'s Chairman of the Board of Directors and Interim Chief Executive Officer since March 2017. He also served briefly as Interim President, Applebee's Business Unit of DineEquity, Inc. in March 2017 before John C. Cywinski was appointed to that role. Effective September 12, 2017, Mr. Dahl will resign from the Board of Managers and as Interim Chief Executive Officer of DineEquity, Inc. He will remain as the Chairman of the Board of DineEquity, Inc. Mr. Dahl has served as the Chairman of the Board of Directors of the James Campbell Company LLC located in Kapolei, HI since August 2010 and previously served as the President and Chief Executive Officer of James Campbell Company LLC from August 2010 to December 2016.

Stephen P. Joyce – Chief Executive Officer, DineEquity, Inc.

Mr. Joyce is anticipated to serve as DineEquity, Inc.'s Chief Executive Officer effective September 12, 2017. It is anticipated that he will be appointed to our Board of Managers and to other positions with various DineEquity, Inc. affiliates and subsidiaries. Mr. Joyce has served on DineEquity, Inc.'s Board of Directors since February 2012. He was the President and Chief Executive Officer of Choice Hotels International, Inc., Rockville, MD, from May 2008 until September 2017.

John C. Cywinski – President:

Mr. Cywinski has served as our President since March 2017. From March 2016 to March 2017, he served as Executive Vice President of Strategic Innovation of Brinker International, Inc. located in Dallas, TX. Mr. Cywinski was between positions from April 2014 to March 2016. From November 2011 to April 2014, he served as President of KFC US, LLC located in Louisville, KY.

Greggory H. Kalvin – Interim Chief Financial Officer:

Mr. Kalvin has served as our Interim Chief Financial Officer since March 2017. He has also served as Interim Chief Financial Officer of DineEquity, Inc. since March 2017 and as Senior Vice President, Corporate Controller since November 2009. He has also held various positions with certain DineEquity, Inc. subsidiaries since November 2009.

Bryan R. Adel – Board of Managers and Senior Vice President and Secretary:

Mr. Adel has served on our Board of Managers and as our Senior Vice President and Secretary since our formation on July 28, 2014. He has also served as Senior Vice President, Legal, General Counsel and Secretary of DineEquity, Inc. since August 2010. He has also held various positions with certain of our affiliates since August 2010.

Adrian M. Butler – Senior Vice President, Chief Information Officer, DineEquity, Inc.:

Mr. Butler has served as Senior Vice President, Chief Information Officer of DineEquity, Inc. since July 2015. He has also held various positions with certain of DineEquity, Inc.'s subsidiaries since July 2015. From February 2011 to March 2015, he was Vice President of Target Corporation located in Minneapolis, MN.

Sanjiv K. Razdan – Senior Vice President, Operations, Applebee's Services:

Mr. Razdan has served as Senior Vice President, Operations of Applebee's Services since December 2014. From October 2011 to November 2014, Mr. Razdan was General Manager for Pizza Hut India, Private Ltd., a subsidiary of Yum! Brands, in New Delhi, India.

Patrick E. Dandino – Vice President:

Mr. Dandino has served as our Vice President since our formation on July 28, 2014. He has also served as Vice President, Associate General Counsel, Franchise and International of DineEquity, Inc. since March 2013. He has also held various positions with certain of our affiliates since September 2011. From November 2010 to April 2013, he served as President and Director of Pour Your Art Out, Inc. located in Burbank, CA.

Gary P. DuBois – Vice President, Quality Assurance, DineEquity, Inc.:

Mr. DuBois has served as Vice President, Quality Assurance of DineEquity, Inc. since March 2009. He has also held various positions with certain DineEquity, Inc. subsidiaries since March 2009.

Bernard J. Angelo – Independent Manager:

Mr. Angelo has served as our Independent Manager since our formation on July 28, 2014. Since July 28, 2014, Mr. Burns has also served as Independent Manager of IHOP Franchisor LLC. Since April 1997, Mr. Angelo has served as Senior Vice President and Director of Global Securitization Services, LLC, Melville, NY.

Kevin P. Burns – Independent Manager:

Mr. Burns has served as our Independent Manager since our formation on July 28, 2014. Since July 28, 2014, Mr. Burns has also served as Independent Manager for IHOP Franchisor LLC. Since December 1996, Mr. Burns has served as President and Director of Global Securitization Services, LLC, Melville, NY.

ITEM 3
LITIGATION

Concluded Actions:

Candice Watkins v. DineEquity, Inc. et.al (Superior Court New Jersey, Camden County, Case No. L-5406-11). On or about October 31, 2011, named plaintiff Candice Watkins filed a class action lawsuit on behalf of herself and all others similarly situated alleging that Applebee's Restaurants in New Jersey violate the state's Consumer Fraud Act and Truth in Consumer Contract Warranty and Notice Act by not disclosing beverage prices on the menus. Defendants removed the case from state court to federal court on or about December 9, 2011. On or about March 12, 2012, plaintiff amended her complaint and alleged only the claim for Truth in Consumer Contract Warranty and Notice Act. The court granted Defendants' motion to dismiss on August 29, 2012, but gave plaintiff an opportunity to amend the complaint. Defendants filed another motion to dismiss the complaint, which was granted with prejudice on January 30, 2013. Plaintiff filed a Notice of

Appeal on February 6, 2013, which was heard on November 7, 2013. On November 7, 2014, the Third Circuit affirmed the dismissal of the case.

Other than this concluded action, no litigation or other actions are required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

You must pay a franchise fee of $35,000 for each Restaurant you open during the initial development periods of the Development Agreement. If there is a transfer between existing franchisees, we may reduce and defer the initial franchise fee when the selling franchisee has a term left on its existing franchise agreement(s). The franchise fee for each Restaurant opened during a subsequent development period of the Development Agreement will equal the standard Restaurant franchise fee in effect at the time the respective Franchise Agreement is issued. 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. 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) You must pay the balance of the 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.

We do not refund the franchise fees or the franchise fee deposit.

Except as stated above, franchise 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 (1)(10)	4% of Gross Sales. This percentage can be increased by us after January 1, 2020.	Payable monthly on the 12th day of the next month.	"Gross Sales" includes all revenues from the Restaurant. (1) "Gross Sales" does not include sales or use tax. (2)
Advertising (National Advertising Fund) (1)	Currently, 3.25% of total Gross Sales. This percentage can be increased or decreased by us at any time. (3)	Same as Royalty.	

Type of Fee	Amount	Due Date	Remarks
Cooperative Advertising	Minimum ½ % of total Gross Sales. Any amounts paid to an advertising cooperative will reduce the amount required to be spent on Local Market Advertising on a dollar for dollar basis.		We can require you to form, or you and another franchisee(s) in the same market can form, an advertising cooperative for a market to cooperatively spend the local advertising fee noted above. We have no vote in these cooperatives
Late Fee (1)	Up to 18% interest or highest rate allowed by law.	Immediately.	Payable if royalty or advertising fee or other amounts due to us are not paid on time.
Campaign/ Menu Training (1)	\$3-\$5 per campaign/menu implementation.	30 days after billing.	A training DVD is supplied with each campaign and menu implementation.
Neighborhood University (1)	Approximately \$6 per disk; approximately \$36 per year per Restaurant for cost of shared maintenance and updates.	30 days after billing.	Initial program is free. Maintenance and updates are subject to change based on actual shared maintenance cost.
Supplier/ Distributor Approval (1)	Costs of sample testing plus other actual costs, such as facility inspection.	30 days after billing.	Payable if you want us to approve a new supplier, and we require a test of the supplier's products and/or inspection of the supplier/distributor. Our testing may include sensory panels, audits and consumer panels.
Extra Manuals(1)	\$5 - \$250	30 days after billing.	Payable if you want extra Manuals, training materials and the like. We make the first set available to you for free.
Audit Fee (Balance Sheet and Profit & Loss Preparation) (1)	Amount paid by us. Re-Audit Fee is \$285	30 days after billing.	Payable if you fail to give us annually a balance sheet and profit & loss statement and we pay to have your books audited.
Compliance Audit Fee (1)	Cost of audit plus interest on unpaid royalties.	30 days after billing.	Payable if audit shows an understatement of at least 3% of gross sales for any month.
Insurance (1)	Cost of insurance and any late fee.	30 days after billing.	Payable if you fail to insure your Restaurant and we buy the insurance.
National Gift Card Program Charges (1) (4)	Currently, 8.65% of the redeemed portion of gift cards sold in the national program, but the amount may change.	Cost is recovered as part of the periodic electronic settlement process for sales and redemptions of gift cards.	Permits us or our affiliate to recover cost incurred to operate the national gift card program (i.e., gift cards sold through channels other than the Restaurant).
Site Development (1)	\$150-\$450	30 days after billing.	Required demographics package (\$150); Site Processing Fee (\$300) (9)
Renewal of Franchise Agreement (1)	Currently \$3,500 each five-year renewal period.	On expiration of the Franchise Agreement after its initial 20-year term.	If you are in compliance (Franchise Agreement Section 1.3), you may renew the Franchise Agreement for four five-year terms at 10% of the then-current Franchise Fee for each renewal period.

Type of Fee	Amount	Due Date	Remarks
Applebee's POS Software License Fee [1,5]	Applebee's POS license fee is currently $1,500 per site. This includes the AppleONE Point-of-Sale (A1POS) and AppleONE Cards (A1Cards) software components.	30 days after billing for software purchased from Applebee's.	We currently require you to install the hardware and software necessary for Applebee's Point-of-Sale ("POS") system. The hardware, installation, maintenance and operating system must be purchased from an approved supplier. Hardware and operating systems must be Payment Card Industry (PCI) compliant. [1,8]
Applebee's POS Software Maintenance Fee [1,5]	An annual maintenance fee of $825 per Restaurant is currently charged for the Applebee's POS and A1 Cards software.	30 days after billing.	This fee is paid in exchange for the right to receive all upgrades to the A1POS and A1Cards software components. [8]
Gateway Processing Fees [1]	An annual subscription fee of $400 per Restaurant is currently charged for ongoing processing services within A1Cards. Additional fees for processing over dial-up may also apply and will vary based upon usage.	30 days after billing.	This fee covers transaction processing costs to route transactions from the POS to the credit or gift card provider. These fees are in addition to any processing fees charged by your credit card and gift card processors.
DineEquity Restaurant Technology Support Center (Help Desk) [1]	Annual costs currently range from $1,200-$1,700 per Restaurant, based on actual products supported. Additional services, such as network consulting, technology rollouts and menu and software configuration, are available for additional project fees.	30 days after billing.	Support services must be provided by us, our affiliate or an approved supplier. Project fees are determined based on effort and duration of the specific request.
De-identification After Termination [1]	Reimbursement of costs.	On demand.	Payable if the Franchise Agreement has ended and you do not remove the trade name and decor items and repaint, and we spend the money to do these things.
Personal Property Removal Fee [1]	Reimbursement of costs.	30 days after billing.	Payable if you lease your Restaurant site, your Franchise Agreement has ended, you fail to remove your personal property and we take over the Restaurant site but do not buy the personal property. If we pay to remove the property, you must reimburse us.
Transfer Fee [1]	$2,500 per agreement.	Before the closing of the transfer.	Payable when you transfer ownership of your Restaurant(s).
Indemnification [1]	Amount of costs.	30 days after billing.	Payable if we have costs for third party claims (including attorneys' fees) from the operation or condition of your Restaurant.
Unsuccessful Party Legal Fees [1]	Amount of fees.	On demand.	Payable if you are the unsuccessful party in a lawsuit with us. In this case, you pay our expenses and legal fees.

Type of Fee	Amount	Due Date	Remarks
Team Member Hiring [6] ("Poaching")	With consent, reimbursement of up to 50% of a team member's annual salary. Without consent, three times annual salary of employee plus costs and attorneys' fees.	30 days after billing.	Payable if you hire or seek to hire a team member of ours or another franchisee in a managerial position.
Guest Relations Chargeback [9]	Reimbursement of our costs.	30 days after billing.	
Government Relations Fund [1]	$200 per Restaurant per year recommended.	30 days after billing.	Joint voluntary IHOP/Applebee's fund to support industry-related lobbying activities.
Creative Services Graphic Design Jobs [1]	$75 per hour.	30 days after billing.	Payable if you request us or an affiliate to customize local advertising.
On-Line Ordering	$56 per month	On demand	

Notes:

(1) Fee is payable to us or one of our affiliates and is non-refundable. These payments will be made by electronic funds transfer (EFT). Unless otherwise stated, all Fees are uniformly applied to new System franchisees; we may modify or change some or all these fees for a particular Franchisee if, in our sole discretion, we decide it is appropriate to do so.

(2) In the future, we may authorize certain other items to be excluded from Gross Sales. Although the Franchise Agreement does not require this, we authorize up to 3% complimentary sales to be excluded from the Gross Sales computation. We may withdraw this permission at any time.

(3) After you sign a Franchise Agreement, we can increase or decrease the prospective monthly advertising fees for the Restaurant covered by that Franchise Agreement, including both those to be paid to us (which we can increase to a maximum of 4% of gross sales) as well as those which the Franchise Agreement requires you to spend for local advertising activities, but the total of those fees cannot exceed 5% of your Gross Sales.

(4) You must participate in our Gift Card Program. As part of this, you must sign a Gift Card Participation Agreement in the form attached as Exhibit I.

(5) We require you to have an approved POS system that will provide the Restaurant with basic guest order entry and tracking, guest check printing, credit and gift card processing, sales accounting and labor management tools, and that will permit us to gather information concerning the Restaurant's operation and aggregate System-wide performance.

(6) Payable to either our affiliate or franchisee, depending on who was the team member's prior employer. (*See* Section 22 of the Franchise Agreement.)

(7) If we receive a complaint relating to an experience at your Restaurant, we will inform you of the complaint. We will contact the guest approximately four business days after receiving the complaint to determine if it has been resolved. If it has not been resolved, we reserve the right to compensate the guest as we determine appropriate and you must reimburse us for an amount equal to the value of the compensation provided.

(8) This describes our current POS system (*see* Exhibit J); however, we may, from time to time, evaluate and approve other vendors as an additional POS provider. We reserve the right to increase these fees in accordance with the A1POS Agreement.

(9) This describes our current site development costs; however, we are studying alternatives.

(10) As an incentive to eligible franchisees, we are offering several royalty rate reduction plans for qualified newly developed Restaurants (the "Royalty Incentive Plans"). To be eligible to participate in one of the Royalty Incentive

Plans, the franchisee must have (a) executed a Development Agreement requiring development of one or more Restaurants between January 1, 2015, and December 31, 2017, and (b) be current with all royalty and ad fund obligations due under all existing Franchise Agreements. Following is a description of the terms and benefits of the Royalty Incentive Plans:

INCENTIVE PLAN	BENEFITS	TERMS AND CONDITIONS
Incremental Incentive	Royalty rate reduced to 0% for first year of Franchise Agreement term.	1. Franchisee and affiliates must meet development obligations under existing Development Agreement(s) at all times during royalty reduction period. 2. If Franchisee is disqualified due to its (or its affiliate's) failure to meet any development obligations, all reduced royalty amounts must be repaid.
High Cost Incentive	Royalty rate reduced to 2% during the Initial Term of the Franchise Agreement.	1. Annual rent must be at least $400,000 at all times during royalty reduction period. 2. Total building cost must be at least $3,000,000.
Urban Incentive	• Royalty rate reduced to 0% for first year of Franchise Agreement term. • Royalty rate reduced for second through 20th year of the Franchise Agreement term as follows: o 2% on break-even Sales + $500,000 o 3% on next $500,000 in sales o 4% on all remaining sales	1. Break-even sales to be approved for each Restaurant prior to opening, and to include site specific development costs, P&L costs, usual and customary above store G&A costs, and typical financing terms. 2. Break-even sales will be re-evaluated at end of first year of Franchise Agreement term. Franchisor may make adjustments based on evaluation. 3. Urban trade areas will be typically defined as those that have, within a 2-mile radius, a population comprised of at least 55% ethnic minorities (e.g. African American, Hispanic, Asian American) and 40,000 households.

The Royalty Incentive Plans, as they may be in effect from time to time, are made available at the Franchisor's sole discretion. Unless you enter a written agreement with us regarding your participation in the Royalty Incentive Plans, our offer of the Royalty Incentive Plan does not confer any contractual rights or entitles or amend your Franchise Agreement(s). The Royalty Incentive Plans are subject to termination, revision or withdrawal by us, in whole or in part, at any time, without notice, in our sole discretion.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Organizational and Training Expenses (incorporation, legal and accounting fees, training, site location and miscellaneous expenses)	$75,000 - $120,000	As Incurred	As Incurred	Employees; Suppliers; Airlines; Hotels

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Purchase of Land [1]	$272,000 – $1,450,000	As Incurred	As Incurred	Owner of Property
Building Costs (purchase, construction, remodeling, etc.)	$556,000 - $2,600,000	As Incurred	As Incurred	Owner of Property; Contractors; Suppliers
Site Work	$50,000 - $500,000	As incurred	As incurred	Contractors; Suppliers
Professional Services	$30,000 - $211,000	As incurred	As incurred	Architects; contractors
Permits/Fees (*See* below for Liquor License)	$1,500 - $75,000	As incurred	As incurred	City/State Government
Furniture, Fixtures, Equipment and Signage [2]	$410,000 - $750,000	As Incurred	As Incurred	Suppliers
POS System [3]	$20,000 - $35,000	As Incurred	As Incurred	Suppliers; Us or our affiliates
Smallwares (dishes, silverware, other utensils, etc.)	$25,000 - $35,000	As Incurred	As Incurred	Suppliers
Initial Inventory	$25,500 - $47,300	As Incurred	Before Opening	Suppliers
Pre-Opening Expenses (insurance, legal, accounting, personnel and training expenses)	$55,000 - $100,000	As Incurred	As Incurred	Employees; Suppliers; Utilities
Initial Franchise Fee [4], [5]	$35,000	Two equal installments	[4]	Us
Initial Advertising Expense [6]	$5,000 - $40,000[6]	As Incurred	As Incurred	Suppliers
Liquor License(s)	$500 - $400,000[7]	As Incurred	As Incurred	Licensing Authorities; Third Party
Apple Supply Chain Co-op Stock Purchase [8]	$100	Upon subscription	As incurred	Apple Supply Chain Co-op
Additional Funds – 3-Months [9]	$405,000 - $655,000	As Incurred	As Incurred	Employees; Suppliers; Utilities; Us
TOTAL [10]	$1,965,600 - $7,053,400			

<u>Notes</u>:

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 estimates for construction costs are based on the most recent costs or on the expected costs for franchisees' Restaurants to be opened in 2017. 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 construction of building; variations in decor packages; equipment specifications; signage; liquor license requirements; number of employees hired and trained; and employee pay structure. In our experience, the market in which you build your Restaurant represents the source of the biggest variation in investment. Please note that the table above does not include amounts to cover your salary or draw or personal expenses.

(1) The cost to purchase land varies because of geographic location. If you do not purchase the land and building for the Restaurant, you will need to lease this property. Typical annual rentals, which vary widely depending on factors like size, location and condition of the leased premises, range from 2% to 8% of the Restaurant's gross sales per year. Also, you might incur certain construction or remodeling costs for necessary leasehold improvements. Because the Restaurant may be in a strip center, shopping center or a mall, or it may be a free-standing building, costs will vary. Free-standing Restaurant sizes using the newest prototype range from approximately 4,961 square feet (seating 200) to approximately 5,410 square feet (seating 225) and Restaurants located in strip centers, shopping centers and malls generally require more square footage to achieve the same seating. Certain Restaurants built using the newest prototype may be expanded to seat 225, in which case the size for a free-standing Restaurant would be approximately 5,400 square feet. A free-standing building of approximately 4,961 square feet with needed parking on the site (approximately 85 spaces minimum) requires a piece of land approximately 55,000 square feet in size. A free-standing building of approximately 5,410 square feet with needed parking on the site (approximately 110 spaces minimum) requires a piece of land approximately 60,000 square feet in size.

(2) You may wish to install additional signage which costs approximately $15,000 to $30,000 for a monument sign and $25,000 to $35,000 for a 35-foot pylon sign. In addition, if you require a security and fire alarm, it will cost approximately $25,000 to $30,000. Cost may vary by region, as well as engineering and material costs.

(3) You must install the hardware, operating system and software required to equip the Restaurant with a POS that we approve (as described in Item 11). You must have a network in place before operating the system. Typically, you will use five to seven POS workstations with guest check printers and a Kitchen Display system consisting of four to five displays. A cash drawer is typically utilized at the bar and at least one Carside workstation. A remote order printer is used at the bar and for backup in the kitchen. You may also install the Table Top Devices that we approve (as described in Item 11). Typically, you will use 50 Table Top Devices per Restaurant. There is no initial fee for leasing the Table Top Devices from our approved supplier and there is no charge for installation. You may need to purchase a separate printer to route orders placed through the Table Top Devices. The approximate cost is $300 per printer, per Restaurant. Additionally, most Restaurants may use labor scheduling, food cost management and Carside payment technology. A separate desktop PC may be used as the Manager's workstation. We frequently test new technology and service models for use by franchisees. These technologies may require additional costs for installation and supplies. The new technologies, when implemented, will become part of the System. (*See* Item 11 for more information).

(4) When you sign the Development Agreement, you must prepay a portion of the total franchise fees for the Restaurants we require you to develop during the initial years of the Development Agreement. This amount will vary based on your development obligations during the "initial development periods." The franchise fee deposit will equal $10,000 per Restaurant. (*See* Item 5.)

(5) Application of a part of the franchise fee deposit described in Footnote (4) reduces the franchise fee. (*See* Item 5.) The two installments are due as follows: 50% when you sign the Franchise Agreement and the remaining balance 14 days before you are scheduled to open the Restaurant.

(6) You must conduct an advertising campaign to promote the opening of the Restaurant, and we will reimburse you for 50% of your expenditures for opening advertising up to a maximum of $2,500 if you comply with the requirements described in Section 8.4 of the Franchise Agreement and the Field Marketing Intranet.

(7) The amount necessary to obtain a liquor license varies greatly depending on the city, county and state licensing authority involved and may be based on whether a license is available from the licensing authority or must be purchased from a third party. In states with large urban areas, such as New York and New Jersey, the cost may range up to $1,000,000 for a single liquor license.

(8) To become a member of the Apple Supply Chain Co-op, Inc., a Delaware corporation ("Apple Co-op"), you must purchase one share of Apple Co-op stock for $100. Payment must be made to Apple Co-op at the address set

forth in the Membership Subscription Agreement found in Exhibit O and not to us. (*See* Item 8 “Purchasing and Distribution Cooperative” for more information.)

(9) This estimates your initial 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, Internet 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.

(10) These figures do not include the applicant’s fee of $15,000. (*See* Item 5). We relied on the experience of our affiliates and franchisees who provided projected or actual costs of Restaurants to compile this estimate. You should review these figures carefully with your business advisor before deciding to acquire a franchise.

(11) None of the payments described in Item 7 are refundable.

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

(13) Please note that the range of total costs does not include the investment required for the conversion of an existing Restaurant. We expect that costs for such conversion would be lower.

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; 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; 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.

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 developing and operating a Restaurant are communicated to you via the Manuals as described in Item 11. You must obtain our prior written approval to deviate from these standards, specifications or procedures. Certain detailed specifications for equipment, food and other products may only be communicated to suppliers. We will notify you in writing of any modification to our specifications previously disclosed to you.

Except for print, radio and television advertising and site acquisition, you must purchase or lease all the above items necessary to establish and operate your Restaurant from sellers, lessors, distributors or suppliers we approve in writing. We make available to you a list of approved suppliers. We estimate that your cost to purchase and lease all goods and services that we require you to obtain from us or an approved supplier ranges from 16% to 23% of the total purchases and leases to establish a Restaurant excluding real estate, building and site work, franchise deposit and fee.

None of our officers currently owns an interest in any of our suppliers.

Purchasing and Distribution Cooperative. In 2001, we began a new multi-year supply chain management initiative designed to leverage its size, improve sourcing of products and optimize distribution. Since February 2009, Centralized Supply Chain Services, LLC ("CSCS"), a Delaware limited liability company and a purchasing and distribution cooperative, has been responsible for the procurement duties of franchised Applebee's and IHOP Restaurants, and company-operated IHOP Restaurants. (*See* "Group Purchasing Program" below.)

Group Purchasing Program. Effective February 16, 2009, we designated CSCS as the sole authorized purchasing agent for all Restaurants. CSCS and Apple Supply Chain Co-Op, Inc. ("Apple Co-op") are not affiliated with us and both are operated independent of us. However, Applebee's Services is a stockholder member of the Apple Co-op and is entitled to designate one voting member of the Apple Co-op Board of Directors and one voting member of the CSCS Board of Directors. CSCS administers purchasing programs on a cooperative basis for the benefit of its members, Apple Co-op, as well as Pancake Supply Chain Co-op, Inc. (for IHOP Restaurants). Apple Co-op was formed to allow operators of franchise Restaurants to conduct a purchasing program through CSCS. Neither CSCS nor Apple Co-op is our affiliate.

CSCS procures products and services only through suppliers approved by us. *See* "Purchasing and Distribution Cooperative" above for procedures for the approval of suppliers from which CSCS purchases products or services.

The establishment of Apple Co-op is not a guarantee that it will remain in existence; it may be modified or discontinued at any time, in accordance with its Bylaws, which CSCS will provide to you upon request. CSCS was organized in accordance with Delaware law and federal tax laws relating to entities operating on a cooperative basis, to act as a purchasing agent for its members. In accordance with those laws, CSCS intends to distribute substantially all its net income not required for working capital or reserves to its members each year as a "patronage dividend."

You become a member of Apple Co-op by executing a Membership Subscription Agreement in the form found in Exhibit O and by paying $100 for the purchase of one share of Apple Co-op stock. Voting rights are determined in accordance with the Bylaws of Apple Co-op.

Apple Co-op or CSCS may from time to time charge Apple Co-op's members' administration fees to fund Apple Co-op and CSCS's supply chain programs and services. The administrative fees may be collected from suppliers and distributors by adding a fee to specific products and services. Such fees are approved by the Apple Co-op Board of Directors and communicated to all members.

In many cases, we, Applebee's Services or CSCS have negotiated purchase and distribution agreements with most of our suppliers and distributors to benefit the System through volume discounts. These arrangements sometimes assure you of the price to be charged to any franchisee or might assure that the product or equipment will be available when needed.

At any time, on written request, you (or a prospective supplier/distributor/manufacturer) can ask us to approve a supplier/distributor/manufacturer. Effective February 16, 2009, such written requests by CSCS's members must be submitted through CSCS. Before approval or disapproval, we can require that we be allowed to inspect the supplier's/distributor's facilities. We can conduct field tests on products and require full production runs. We can also require that samples from the supplier/distributor/manufacturer be delivered to us or to a designated independent testing laboratory for testing. We must notify you within 60 days after receipt if we require additional testing or disapprove your request of a particular supplier/distributor/manufacturer. We can re-inspect the facilities of, or retest products of, any approved supplier/distributor/manufacturer, and we can rescind our approval if the supplier/distributor/manufacturer does not continue to meet our criteria. Approved suppliers/distributors/manufacturer and proposed suppliers/distributors/manufacturer may be required to bear the costs, which will vary, associated with the inspections, tests and other procedures involved in the approval process.

We currently evaluate potential suppliers and distributors based upon their ability to meet all of our product standards and specifications, their location, cost, adequacy of their quality controls, and capacity and facilities to supply your and other franchisee needs promptly and reliably. We are not obligated to provide a certain number of approved suppliers for any given product or service.

In 2016, the total revenues received by our affiliates from all products and services required to be purchased by a franchisee, whether from our affiliates or another supplier, was $2,254,202. This amount represents 0.36% of our and our affiliates' total revenues in 2016.

Gift Cards. In 2002, we introduced a gift card system to replace the paper gift certificate. An approved supplier produces or supplies and processes all gift cards, redemptions and settlements. The process fees are currently $0.13 per card. The card production fees vary based on the volume of cards produced and typically range between $0.11 and $0.15 for each Restaurant gift card. New franchisees must sign a Gift Card Participation Agreement with ACM Cards, Inc., our affiliate that administers the gift card program, and our third-party supplier of gift card processing services, Ceridian Stored Value Solutions, Inc., f/k/a Stored Value Systems, Inc. (or any future supplier of gift card processing services), a copy of which is attached as Exhibit I. Under the gift card program, franchisees do not make any direct payment to ACM Cards, Inc. for the cards, but will reimburse ACM Cards, Inc. for costs incurred to operate the gift card program. (*See* Item 6.)

Pepsi-Cola. In 2012, Applebee's Services, certain of its affiliates and CSCS entered a multi-year agreement with PepsiCo Sales, Inc. ("Pepsi"), a wholly-owned subsidiary of PepsiCo, Inc., to be the fountain beverage supplier for the System in the U.S. Pepsi contributes an amount per gallon of product sold in Restaurants, depending on the percentage of franchisees that meet an agreed-upon performance level, to an advertising and marketing fund. Each year, the fund proceeds will be distributed to our franchise Restaurants that have signed a participation agreement with Pepsi and met their performance obligations under the participation agreement. New franchisees must sign a participation agreement with Pepsi to supply their fountain beverages, a copy of which is attached as Exhibit K.

Guest Information Feedback Tool (GIFT). We have entered an agreement with a vendor to administer a guest experience survey program for franchise Restaurants. All franchisees must participate in the survey program. Applebee's Services will pay for the costs of the program in 2017. We reserve the right to require franchisees to pay for all costs of the program in 2018 and after.

eCaPS (Evaluation of Cleanliness and Product Safety)/Eco-Sure Audit Program. Restaurants will be evaluated by an independent inspector twice annually. Applebee's Services will pay for the costs of the eCaPS program in 2016. We reserve the right to require franchisees to pay all costs associated with the inspection program in 2017 and after. If your Restaurant experiences a failing food safety score on an operations audit, you must pay to have a re-inspection by Eco-Sure as part of the food safety process. Franchisee will pay all costs associated with re-inspection if a Restaurant fails an audit, which consist of $285 per re-inspection event (add $150 for rush audits and/or $40 for announced visits).

On-Line Ordering. You must sign an Authorized Operator Agreement for Dispatch Services (*see* Exhibit M) for access and use of an approved provider's on-line ordering system. *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. Currently, NCR is the only approved supplier for new POS equipment and guest check printers, and QSR and NCR are the only approved suppliers for the Kitchen Display System. You must use the QSR computer software programs for the Kitchen Display System. Currently, QSR is the only approved supplier for this software. The number of required POS terminals may vary. All Applebee's Restaurants must be compliant with the PCI data security standard.

Table Top Devices. Currently, E la Carte, Inc. is the only approved supplier of Table Top Devices. We reserve the right to use different suppliers in the future. There is no initial fee to lease the Table Top Devices. No fees are payable to Applebee's in connection with the installation and operation of the Table Top Devices. Franchisees must sign a participation agreement with E la Carte, Inc. to supply their Table Top Devices for their Restaurants.

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 will approve the site through our Real Estate Review Committee. At the time you submit your request for site approval, you must also submit the related contract of sale or lease agreement (and any other information required) in order to obtain our approval for the Restaurant. If you lease the premises for a Restaurant, you and the landlord must sign a rider to the lease in substantially the same form as Appendix C to the Development Agreement, subject to the modifications that we make to the form rider occasionally. We require the lease to provide, among other provisions, that the lease term is at least as long as the term of the Franchise Agreement, and that if the applicable Franchise Agreement terminates before the expiration of that term, you have the right to assign the lease to us without landlord consent and without the landlord imposing conditions on the assignment or obtaining any payment because of the assignment. Notice to the landlord is required. The lease must also contain other provisions as may be required by our current lease approval policy or required by the terms and conditions of our approval of the site. We will not approve a site for the Restaurant unless we approve the economic terms of the purchase or lease of the site, including the rental rate. You must not make any binding commitment to a prospective seller or landlord of real estate unless we notify you that the site has been approved and that the lease complies with the requirements described immediately above as well as the other provisions of the Development Agreement and the Franchise Agreement. We will notify you whether the sale or lease agreement complies within 45 days of receiving your request for approval in the form of a complete site submittal package. Failure by us to notify you within the 45-day period constitutes an approval of the sale or lease agreement.

Insurance. Before you open the Restaurant for business, you must obtain the type and amount of insurance coverage for the Restaurant we specify in the Franchise Agreement, the Franchise Insurance Bulletin, and the Manuals, or otherwise in writing. Certificates of insurance evidencing compliance with our requirements must be forwarded to our Risk Management Department before opening of the Restaurant and at the time of each policy renewal. You must obtain and maintain the specified insurance coverage during the term of the Franchise Agreement, without any exclusions unless you have our consent to them, from an A-VII carrier or carriers we find acceptable. Required insurance (and minimum limits of liability) include Workers Compensation (statutory limits), Employer's Liability ($500,000 bodily injury by accident, $500,000 bodily injury by disease), Commercial General Liability, including Product Liability, Injury and Liquor Liability ($1 million each person, $1 million each occurrence, $2 million aggregate), Fire and Extended Coverage (full replacement value) and Umbrella Liability Insurance including Liquor Liability Endorsement (currently $30 million). Business Interruption and Service Interruption insurance is also required. All the policies must name us ("Applebee's International, Inc. including its parent and our designated subsidiaries and affiliates, and respective officers, directors, members, managers, employees, agent, successors and assigns of Applebee's

International, Inc.") as additional insured (excluding Worker's Compensation). All policies specified in the Franchise Agreement, the Franchise Insurance Bulletin and in Manuals or otherwise in writing, shall be Primary and Non-contributory to all polices maintained by the Franchisor. We may adjust the minimum limits of liability and other required insurance provisions at any time, even if your Franchise Agreement specifies a different minimum limit. Each insurance policy is subject to review by us and copies of policies must be forwarded to us upon request.

* * *

Other than the contribution by Pepsi described above, no supplier will make payments to us because of the transactions with our franchisees. We and our affiliates reserve the right, however, to accept payments from suppliers in the future and to receive patronage dividends from any cooperatives in which we or our affiliates are members.

Other than as described above, we do not provide any material benefits to franchisees based on their use of approved suppliers. When determining whether to grant new or additional franchises, we consider many factors, including whether you have complied with the requirements described above.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the development and franchise agreements and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

Obligation	Section in agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 5.1, 5.2, 5.3, 10.2 of Development Agreement; Section 7.3 of Franchise Agreement	Items 7, 8, 11
b. Pre-opening purchases/leases	Sections 10.2, 10.3 of Development Agreement; Sections 2.1, 3, 5.1, 5.4, 5.5, 5.6, 5.9, 5.10, 5.11, 16.2, 23 of Franchise Agreement	Items 7, 8, 11
c. Site development and other pre-opening requirements	Sections 5.1, 5.2, 5.3, 6, 12.2, 12.4, 12.5 of Development Agreement; Sections 3, 4.2, 5.5, 5.6, 5.10, 5.11, 8.4, 17, 23 of Franchise Agreement	Items 5, 6, 7, 8, 11
d. Initial and ongoing training	Sections 12.5, 12.6 of Development Agreement; Sections 4.2, 5.1, 6.1 - 6.5 of Franchise Agreement	Items 7, 11
e. Opening	Sections 2.1, 3, 5.1 - 5.10, 8.4, 23 of Franchise Agreement	Items 7, 11
f. Fees	Sections 4.1 - 4.4, 6, 8.9 of Development Agreement; Sections 8.2, 8.3, 9.1, 9.2, 9.3, 9.4, 9.5, 12.7, 14.3, 16.3 of Franchise Agreement	Items 5, 6, 7
g. Compliance with standards and policies/operating manuals	Sections 2.3, 3.3, 5.1 - 5.3, 7.2, 7.3, 10.2, 10.3, 11.1, 11.2, 12.2 - 12.5 of Development Agreement; Sections 2.1, 3, 5.2 - 5.11, 7.1, 8.3 - 8.5, 10.1 - 10.4, 14.1, 14.2, 14.4, 15.3, 16.1, 16.4, 17, 22, 23 of Franchise Agreement	Items 11, 16
h. Trademarks and proprietary information	Sections 11.1, 11.2 of Development Agreement; Sections 5.11, 13.1, 13.4, 18 of Franchise Agreement	Items 5, 11, 13, 14
i. Restrictions on products/services offered	Sections 2.1, 5.4, 5.5, 5.6, 5.8, 5.9, 5.10, 5.11, 18.2 - 18.6 of Franchise Agreement	Items 8, 11, 16
j. Warranty and customer service requirements	Sections 2.1, 3, 5.4, 5.5, 5.6, 5.8, 5.9, 5.10 of Franchise Agreement	Items 11, 16
k. Territorial development and sales quotas	Sections 2.1 - 2.3, 3.1 - 3.4 of Development Agreement	Items 11, 12
l. Ongoing product/service purchases	Sections 2.1, 3, 5.5, 5.6, 5.8, 5.9, 5.10, 5.11, 7.2 of Franchise Agreement	Items 6, 8

Obligation	Section in agreement	Disclosure Document Item
m. Maintenance, appearance and remodeling requirements	Sections 5.1, 5.2, 10.2 of Development Agreement; Sections 1.3, 1.5, 2.1, 3, 5.6, 7.1, 7.2, 7.3 of Franchise Agreement	Items 6, 11
n. Insurance	Sections 16.1 - 16.4 of Franchise Agreement	Items 6, 8
o. Advertising	Sections 8.1 - 8.6 of Franchise Agreement	Items 6, 11, 16
p. Indemnification	Sections 15.2, 15.3 of Franchise Agreement	Item 6
q. Owner's participation/ management/staffing	Sections 10.2, 12.2 - 12.6 of Development Agreement; Sections 5.1 - 5.6, 22 of Franchise Agreement	Items 11, 15
r. Records and reports	Sections 5.1, 5.2, 7.1, 7.3, 7.4 of Development Agreement; Sections 8.2, 10.1 - 10.5, 11.1, 11.3, 14.3, 14.4 of Franchise Agreement	Item 6
s. Inspections and audits	Sections 8.2, 14.1 - 14.4 of Franchise Agreement	Items 6, 11
t. Transfer	Sections 8.1 - 8.9 of Development Agreement; Sections 12.1 - 12.9 of Franchise Agreement	Items 6, 17
u. Renewal	Sections 1.3, 19.4 of Franchise Agreement	Item 17
v. Post-termination obligations	Sections 11.1 - 11.5, 12.4 of Development Agreement; Sections 13.1 - 13.5, 19.2 - 19.5 of Franchise Agreement	Item 17
w. Non-competition covenants	Sections 11.1 - 11.5, 12.4 of Development Agreement; Sections 13.1 - 13.5 of Franchise Agreement	Items 15, 17
x. Dispute resolution	Sections 15.1 - 15.3 of Development Agreement; Sections 21.1 - 21.3 of Franchise Agreement	Item 17
y. Other (Describe)	--------	---------

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

As described in Item 1, the assistance described below may be performed by DineEquity, Inc. or Applebee's Services on our behalf.

PRE-OPENING OBLIGATIONS:

Before you open a Restaurant, we will provide the following assistance and services:

1. Orientation; Manuals. Within 30 days after you sign your initial Development Agreement, you will attend an orientation session at our offices. You will meet with a representative of each of our departments with whom you will work. Also, we will give you access to our Manuals on the Applebee's Intranet or an alternative format (the "Manuals"). These Manuals are confidential and remain our property. We will alter these Manuals, but the modification will not alter your status and rights under the Development Agreement and Franchise Agreement (Franchise Agreement, Sections 5.4 and 5.5). You will receive or be given access to the following Manuals, training materials or information:

- Beverage Recipe Manual
- Plate Presentation Manual
- Recipe Manual

- Chart Package
- Restaurant Operations Manual
- Team Member Training Process Guide
- Manager's Restaurant Opening Guide
- Prototype Building Drawings
- Applebee's Brand Assessment Evaluation Guide
- eCaPS Manual

The Manuals provide our specifications and standards for the operation of Restaurants, including specifications and standards for administration, personnel (including employee uniforms and dress), accounting, bookkeeping, record retention and other business systems, safety, insurance, preparation and presentation of all food and beverage items, advertising and marketing (including co-op advertising policies, media buying guidelines and allowable marketing expenditures), and training programs for your employees. The Manuals include the Grand Opening Reimbursement Program Policy Guidelines, which include a "Press Release Kit," to assist you with the advertising campaign you conduct to promote the opening of each Restaurant (Franchise Agreement, Section 8.4). The Manuals contain valuable confidential information, such as recipes, specifications and the like, which you may only use in the operation of the Restaurant. You must return any of the Manuals loaned to you upon request and immediately upon termination of the Franchise Agreement. The Manuals include a list of approved manufacturers and suppliers (Franchise Agreement, Sections 5.4 - 5.9 and 5.11). The Tables of Contents for the Manuals we consider our operations manuals are attached as Exhibit G.

2. Restaurant Site Selection. The selection of a site is your responsibility. We will provide certain demographic information to you about the site for a fee (Item 6). We may, at our discretion, conduct an on-site inspection before approving a site. We will review any lease or purchase agreement regarding the site (Development Agreement, Section 5.1). We will approve or disapprove your site within 45 days after we receive your request for approval of the location in a completed site submittal package. Our approval will be deemed to be granted if we fail to notify you within the 45 days. We will approve a site in accordance with our then-current site approval procedure (Development Agreement, Section 5.1). We will review all features that we deem relevant in evaluating a site, including general location and neighborhood, impact on existing Restaurants, traffic patterns, parking, size, lease terms and average income of nearby households. We will not unreasonably withhold our consent to a Restaurant site, but if we do not approve a site, you will not be permitted to construct a Restaurant at that location. (Development Agreement, Section 5.1). We do not generally own your site and lease it to you, but may offer to sublease a site to you.

3. Restaurant Plans and Specifications. We will give you, at no cost, one set of PDF drawings and one set of AutoCAD files of site adaptable prototype plans and specifications for our two typical sizes of Restaurants soon after you sign the Development Agreement (Development Agreement, Section 5.2) and the required indemnification agreement. You hire your own architect and engineers, at your cost, to have them prepare architectural/engineering plans for construction of a Restaurant meeting all local safety, accessibility and building codes. You must submit the plans and we must approve them before the start of construction. After you submit those plans to us, we will review them for compliance with all trade dress guidelines for Restaurants and, within 45 days, tell you if we approve or disapprove those plans. If changes are needed, we will tell you and review any resubmitted plans within 21 days. Our approval will be deemed granted if we fail to notify you within the number of days discussed above (Development Agreement, Section 5.2).

4. Restaurant Trainers. If you are a new franchisee, for approximately eight days before and six days after you open each Restaurant, we will provide you with the services of up to six certified training personnel to train your Restaurant employees in the operation of the kitchen, bar and dining room areas. This will vary for existing franchisees. Also, we will assist in coordinating the Restaurant's pre-opening activities (Franchise Agreement, Sections 4.2 and 5.1). We may provide additional trainers or allow trainers to stay longer, billed to you at cost.

5. D.O. and Manager Training. After you sign the Development Agreement, we will train your Director of Operations (Development Agreement, Section 12.5). Also, we will train your Restaurant managers (Franchise Agreement, Sections 6.1 and 6.2). The current training includes on-the-job training in one of the Restaurants. 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. *See* Item 8.

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 twice yearly, our representatives will visit the Restaurant to consult with you, and conduct inspections/consultations at the Restaurant. 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. We provide refresher courses in Restaurant operations available to your Director of Operations, supervisory employees, General Managers, Kitchen Managers and Assistant Managers (Development Agreement, Section 12.5(b) and Franchise Agreement, Section 6.3).

3. New Menu Items. Throughout the term of each Franchise Agreement, we will develop and test new menu items. The menu which you must present may be revised several times each year with each of our promotional campaigns and/or product features. The menu includes selections from a list of national items approved by us; however, you may propose additional items that appeal to local trends and traditions for inclusion in your menu. We must test and approve the local items you propose (Franchise Agreement, Section 4.3).

4. Advertising and Promotion. We will develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all Restaurants and will utilize your monthly national advertising fees for marketing studies and services, and the purchase of advertising time, space and materials in national, regional or other advertising media to publicize the Restaurants. Within six months of the end of our fiscal year, we will provide you with an accounting of all advertising fees we received and spent for advertising, marketing and related expenses (Franchise Agreement, Sections 8.1 and 8.2).

5. Opening Advertising Expenses. If you comply with the requirements of Section 8.3 of the Franchise Agreement, we will reimburse 50% of your expenditures for opening advertising up to a maximum of $2,500 (Franchise Agreement, Section 8.3).

6. Force Majeure. If *force majeure* (including condemnation proceedings) prevents you from operating your Restaurant at the designated location and you apply for approval to relocate the Restaurant, we

will assist you in finding an alternative location in the same general area where you can operate the Restaurant for the balance of the term if the Development Agreement has not expired or terminated. You must reimburse us for our reasonable out-of-pocket expenses incurred because of your relocation (Franchise Agreement, Section 24.3).

Except for the services described above, we are not obligated to provide you with any other services. In addition, if we say that "we may provide" you a service or use similar words, it means that we are not obligated to provide that service to you.

LOCAL ADVERTISING

As a franchisee, you must currently spend, annually throughout the term of the Franchise Agreement, 0.5% of the Gross Sales of the Restaurant on Local Advertising for the Restaurant. We must approve all advertising and promotional materials before you use it. You must provide us with copies of your proposed advertising, promotional and creative materials and media buys, and we will approve or disapprove the advertising in writing, within 15 days of our receipt. If we do not respond, the advertising is approved (Franchise Agreement, Section 8.5.). You may use only "approved advertising media," which is defined in the Franchise Agreement, and only monies spent on this type of Local Advertising are counted for purposes of satisfying the 0.5% Local Advertising spending requirement. If you want to use other media and advertising, you must receive our prior written approval, which approval must be granted or denied within 30 days of our receipt of your request (Franchise Agreement, Section 8.5.).

NATIONAL ADVERTISING FUND

1. National Advertising Fee; Fund. You must currently contribute 3.25% of the Gross Sales of the Restaurant as an advertising fee to a national advertising fund (the "Fund") we have established and administer to advertise the System on a regional or national basis, which must be paid in the same manner as the royalty payments (Franchise Agreement, Section 8.2). You must pay Fund contributions separately from royalty fees. As discussed in Item 6, we can decrease or increase either the amount you must contribute to the Fund or the amount you must spend on local advertising (Franchise Agreement, Section 8.2.).

2. Advertising Programs. We or our designees direct all advertising programs and have the right to approve the creative concepts, materials and media used in the programs and their placement and allocation. The Fund is intended to maximize general public recognition and acceptance of the Marks and improve the collective success of all Restaurants operating under the System. In administering the Fund, we and our designees will use reasonable commercial efforts in each calendar year to ensure that the expenditures for advertising placement are approximately proportional to each franchisee's contributions to the Fund within any given territory (as that term is defined in each franchisee's respective Development Agreement) during that 12-month period (Franchise Agreement, Sections 8.1 and 8.2).

3. Fund Operations. We or our designee may use the Fund to satisfy the costs of maintaining, administering, directing and preparing advertising, including the cost of consumer research; preparing and conducting television, digital, social, radio, magazine and newspaper advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; e-mail marketing; loyalty programs; third party promotion of our gift card; employing advertising agencies; marketing personnel and other departmental costs for advertising that we administer or prepare internally and any other expenditures for marketing activities we make. Interest earned on the Fund will become the sole property of us or our affiliate (Franchise Agreement, Sections 8.1 and 8.2). DineEquity will maintain an account designated as the "Applebee's Advertising Fund Account" in the name of DineEquity (or a subsidiary thereof) for fees payable by our or Applebee's Restaurants LLC's franchisees to fund the national marketing and advertising activities and local advertising cooperatives with respect to the Applebee's brand. All sums you pay to the Fund are kept in a separate account and are used to defray any general operating expenses, except for reasonable costs, if any, that may be incurred in the

administration or direction of the Fund and advertising programs for you and the System. The Fund operates solely as a means for collecting and expending the advertising fees as outlined above. Any sums paid to the Fund that are not spent in the year they are collected will be spent in the following year. If the Fund is required to get a short-term loan to satisfy a payment obligation prior to receipt of sufficient amounts due from franchisees, the Fund would be responsible for any interest on the loan.

We prepare an annual statement of the operations of the Fund that is made available to you within six months of the end of our fiscal year (Franchise Agreement, Section 8.2). During the last fiscal year of the Fund (ending January 1, 2017), the Fund spent 9.1% of its income on the production and deployment of advertisements, 80.3% for media placement, 0.8% for research and development, and 8.8% for other expenses, including advertising agency retainer. The Fund position at the end of fiscal year 2016 was 1.0%.

4. Termination of Fund. Although the Fund is intended to be permanent, we may terminate the Fund at any time. The Fund will not be terminated, however, until all monies in the Fund have been spent for advertising or promotional purposes or returned to contributors without interest, based on their respective contributions.

5. Media Outlets. We and our designees currently advertise the Restaurants and the products offered by the Restaurants in various forms of media, including television, radio, magazine, newspaper, e-mail and internet advertising campaigns; direct mail and outdoor billboard advertising; and through our gift card program. The majority of our advertising is developed by outside agencies. We use national advertising agencies to assist us in the development and placement of advertising. We advertise nationally with the funds contributed to the Fund.

6. Advertising Council. There is no advertising council composed of franchisees that advises Applebee's on advertising policies. A Franchise Brand Council of current Applebee's franchisees was created and is sponsored by Applebee's and/or its affiliates. The Franchise Brand Council has established a marketing subcommittee to discuss pertinent issues regarding advertising and marketing. *See* Item 20 for information regarding Applebee's franchisee Franchise Brand Council.

7. Advertising Cooperatives. We may designate any geographic area in which two or more Restaurants are located and owned by different parties as a region for purposes of establishing an advertising Cooperative. If a Cooperative is established, the members of the Cooperative for that region will consist of all Restaurants whether operated by our franchisees or franchisees of our affiliate. We will determine in advance how each Cooperative will be organized and governed and when it must start operation. Once established, we do not have the right to dissolve, merge or change the structure of the Cooperatives. Each Cooperative will be organized for the exclusive purposes of administering advertising programs and developing, subject to our approval, promotional materials for use by the members in Local Advertising. If a Cooperative has been established for a geographic area where your Restaurant is located when the Franchise Agreement is signed, or if any Cooperative is established during the term of the Franchise Agreement, you must sign all documents we request and become a member of the Cooperative per the terms of the documents. We will provide to you a copy of the Cooperative documents applicable to the geographic area in which your Restaurant will be located if you request it.

You must contribute to the Cooperative the amounts required by the documents governing the Cooperative. Your payments to the Cooperative apply toward satisfaction of your Local Advertising requirement. All contributions to the Cooperative will be maintained and administered per the Cooperative governing documents. The Cooperative will be operated solely as a means for the collection and expenditure of the Cooperative fees for the purposes outlined above. No advertising or promotional plans or materials may be used by the Cooperative or furnished to its members without first obtaining our approval. Cooperative(s) will not be obligated to prepare an annual financial statement reporting its expenditures for the previous year to its members.

8. Maximum Required Advertising Contributions. We have the right to increase or decrease your required advertising contributions or payments to the Fund, to a Cooperative, or for Local Advertising. However, we will not increase the total amount of your required contributions or payments to more than 5% of Gross Sales (Franchise Agreement, Section 8.2.).

Neither the Fund nor any Cooperative uses any funds for advertising that is principally a solicitation for the sale of franchises for Restaurants.

GRAND OPENING CAMPAIGN

You must plan and conduct a grand opening campaign for the Restaurant that is sufficient to meet the needs of the market and is conducted per the parameters set forth in the Field Marketing Intranet. If this campaign is timely conducted, and we receive all requested documentation within 120 days after the Restaurant opens, we will reimburse you 50% of your expenditures for the grand opening advertising up to a total reimbursement of $2,500. We must approve all advertising materials and methods you use in the grand opening campaign. You may not credit any amounts you pay for the grand opening campaign toward any of your other advertising obligations (Franchise Agreement, Section 8.4).

Except as described above, we have no obligation to spend any amount on advertising in the area where your Restaurant is located.

PUBLIC RELATIONS; CRISIS COMMUNICATIONS

1. Public Relations. You must inform us if and when you retain a local public relations firm and provide us with the identity of that firm. Regardless of whether you have retained a local public relations firm, you must allow us to review and approve, in our sole discretion, all press releases relating to us or our affiliates, the System or Restaurant(s) before their distribution to the media.

2. Crisis Communications. You must comply with our or DineEquity's crisis communication protocol in effect at the time of the crisis. You must alert us to any actual crisis situation (or any potential crisis situation) that develops, regardless of whether you have obtained the assistance of a local public relations firm.

RESTAURANT TECHNOLOGY (COMPUTER AND ELECTRONIC CASH REGISTER SYSTEMS)

As described in Items 6, 7 and 8, with all approved POS Software you must install specified technology we approve (Franchise Agreement, Section 10.1). Before operating the POS, you must have a network in place. The required POS functions include guest order entry and tracking, guest check printing, tax calculation, credit card and gift card processing, kitchen display system, employee time clock, product mix reporting, server level and sales reporting. The POS system is integrated with support and reporting tools that enable us to have independent immediate access to the information monitored and stored by the POS system, and there is no contractual limitation on our use of the information we obtain.

POS Computer System. All Applebee's Restaurants must have a POS computer system that meets Applebee's specifications. The POS systems approved by Applebee's are specifically designed for tracking information relevant to the Restaurant's business. The POS systems are integrated with support and reporting tools that enable us to have independent immediate access to the information monitored and stored by the POS system, and there is no contractual limitation on our use of the information we obtain. For Applebee's Restaurants, the approved POS system is A1POS for domestic locations and Micros for International locations. If you are purchasing a Restaurant, you must use the approved POS system. All Applebee's Restaurants must be PCI compliant.

From time to time, we may evaluate and approve other systems for use.

Support Services. You have the option of purchasing support services from the Restaurant Technology Support Center ("Help Desk") provided by DineEquity at a cost of $1,200 to $1,700 annually per Restaurant (*see* Item 6).

Approved POS Hardware Supplier Cost. We have an arrangement with our approved suppliers to provide the hardware described above for our franchised Restaurants on the same terms that it offers the equipment to us and our affiliates. You are currently required to use the NCR POS Workstation, the Epson guest check printers, and the QSR Kitchen Display System. NCR is currently the approved supplier for the POS Workstation and the guest check printer. NCR and QSR are the approved suppliers for the Kitchen Display System. We may revise our specifications for the hardware as we determine necessary to meet the needs of the System. There is no contractual limitation on our ability to require the hardware be improved or upgraded. From time to time, we may evaluate and approve alternative hardware suppliers.

You must provide data feeds to the Applebee's system-wide Data Warehouse using the standard POS menu numbering schemes at your own expense.

Computer hardware must be maintained and this maintenance may be provided to you for an approximate annual cost of $4,000 to $6,000 per Restaurant by an approved maintenance provider. The current price to purchase approved hardware is approximately $20,000 to $35,000 per Restaurant based on the size of the Restaurant and the equipment selected, in addition to wiring and installation costs.

On-Line Ordering. You must sign an Authorized Operator Agreement for Dispatch Services (*see* Exhibit M) for access and use of an approved provider's on-line ordering system. The current approved provider is Mobo Systems, Inc., but we may use other providers in the future. Currently, the fee with Mobo System, Inc. is $56 a month (per Restaurant) for the use, access and maintenance of the on-line ordering system. This monthly fee covers the application and menu setup, menu maintenance, service, support and production account maintenance.

START-UP TIME

1. Factors. We estimate that the applicant's fee will typically be paid within two to three months before you sign the Development Agreement, and that the opening of your first Restaurant will range from eight to 14 months from the date of the Development Agreement. Factors affecting your start-up time include selection of a site satisfactory to you and us, obtaining any necessary financing, completing the acquisition (or leasing) of the site, obtaining architectural drawings and permits, soliciting bids and completing all renovation, remodeling or new construction of the Restaurant (new construction being the most time-consuming alternative), weather conditions existing during the construction period, complying with local ordinances (including obtaining liquor licenses), purchasing and installing fixtures and equipment, purchasing inventory, hiring and training personnel, and attending our pre-opening training programs.

2. Franchise Agreement. You must sign a Franchise Agreement in the form attached to the Development Agreement as Appendix B approximately 90 days before the opening of a Restaurant. For those Restaurants which you agree to develop over the initial years of the Development Agreement, you must pay one-half of the balance of any remaining franchise fee at the time of signing the Franchise Agreement and the remainder of the fee 14 days before the scheduled opening of each Restaurant.

TRAINING

1. E-Learning. We use an e-learning system which is currently DinePlate. DinePlate is a web-based personal learning and training environment for the administration, delivery, tracking and reporting of learning programs. Currently, there are no fees associated with the use, access and maintenance of this program, but we reserve the right to charge a fee in the future.

2. Executive Overview. While not a traditional training course, we require your new principal shareholders to attend a week-long "on-boarding" program at our Restaurant Support Center in Glendale, California, in connection with signing a Development Agreement. This program is provided at no cost; however, you must pay for your own traveling expenses.

3. Management Training Programs. We provide a basic Restaurant management and operations program for Directors of Operations, other persons with development or supervisory responsibility over more than one Restaurant, General Managers, Kitchen Managers, Assistant Managers and other Restaurant managers at a franchisee Restaurant. Your General Manager, Kitchen Manager and Assistant Managers for each Restaurant must be trained to our reasonable satisfaction before the opening of the Restaurant which they will manage (and after the Restaurant opens, as you hire each new manager). Your Director of Operations and any other supervisory employee you designate must successfully complete the program to our reasonable satisfaction (Development Agreement, Section 12.3).

Our current training program for management includes in-store, performance-based, task-oriented training. The training covers the following functions: server/expo, host/hostess, bartender, Carside To Go specialist, kitchen operation, management and administration. We will observe and evaluate the trainees' performance of these tasks. (*See* the Training Program Chart below.) At our option, individuals who fail evaluations may not be permitted to complete our training program. The Restaurant training will take approximately 10-12 weeks (a work week of five to six days), depending on the position and performance of the individuals involved. In the case of your first Restaurant, our personnel will supervise training in a training facility. This training course begins each week, depending on space availability. After you open your first Restaurant, we may, at our option, permit you to conduct Restaurant training for the new Restaurants in one of your existing Restaurants. If so, you must provide qualified personnel to validate performance and maintain records regarding a trainee's performance for successful completion of the operations training course. Our trainers undergo a selection and certification process before being permitted to train management candidates. Our trainers are annually re-certified.

If the opening of your Restaurant is delayed and the managers are out of training and not working in an operating Applebee's Restaurant for more than 90 days, they may be required to attend a "refresher course," at our discretion, which typically lasts two weeks. There is no charge for this refresher course, though you must pay for actual costs (e.g. travel, lodging, meals) of approximately $1,400 per person. If the duration of their delay exceeds 12 months, the managers may be required, at our discretion, then be retrained in the entire program at your cost.

MANAGEMENT TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Kitchen Operations (including Safety, Sanitation, Food Preparation, Plate Presentation, Use of Equipment, Storage); Host	0	220	Authorized Training Restaurant *
Back of House Management	0	55	Authorized Training Restaurant *

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Service Operations including Server & Bartender Duties, Sanitation & Guest Satisfaction Training	0	55	Authorized Training Restaurant *
Front of House Management	0	55	Authorized Training Restaurant *
Specialization (Front or Back of House Management) Management Operations & Administrative Training including Guest Satisfaction, Computer Training Techniques, Financial Reporting, Inventory Purchasing & Alcohol Sales & Awareness Training	0	165	Authorized Training Restaurant *
Structured Transitions	0	110	Authorized Training Restaurant*

*Authorized Training Restaurants are located near the Applebee's Support Center in Glendale, California, and in certified training Restaurants of existing Franchisees. All instructors are Applebee's General Managers assigned to an Authorized Training Restaurant, typically with more than five years' experience as a General Manager.

Our training materials include our Manuals as well as other written and visual training techniques provided in hardcopy and/or electronically by computer disk or over the Internet.

We can offer refresher courses regarding the Restaurant operations which, on our request, your Director of Operations, supervisory employees, General Managers, Kitchen Managers and Assistant Managers must successfully complete to our satisfaction. Except as stated above, we currently do not require any courses.

We also require that the Manager on Duty or the person in charge is certified through an accredited food safety manager program (ServSafe or equivalent). ServSafe certification is sponsored by the National Restaurant Association. The cost is approximately $65 for the materials and test.

All required training for managers and other persons with development or supervisory responsibility over more than one Restaurant that we provide is tuition-free at the training Restaurants. You must pay for all salaries, travel, hotel, meal, training material (books and uniforms), bonus for training store manager, and other incidental costs when your employees participate in this training.

4. Non-Management Training. Before the opening of the Restaurant and for approximately one week after the Restaurant opens, we provide a basic training program for the non-management Restaurant employees. This program includes in-store, task-oriented training by up to 6 certified trainers that we provide at no charge. Additional trainers may be provided at your cost. Training is provided for the following Restaurant functions: host, server, bartender, Carside to Go specialist, mid cook, broil cook, fry cook and prep/expo. The following topics are addressed for each function: Food Safety, Menu Knowledge, Food Preparation Standards, Service Standards, Safe Equipment Usage, Kitchen Display System training and POS training. The Restaurant trainers undergo a selection and certification process that includes management recommendation, interview process, and background checks. To be considered for selection, a prospective trainer should be in good standing and perform at or above the established performance for his/her position. Training materials include our Manuals, written quizzes and exams, and visual training, such as computer disks and videos.

NON-MANAGEMENT TRAINING PROGRAM

Subject	Average Hours of Classroom Training*	Average Hours of On-The-Job Training*	Location
Restaurant Front of House: Menu Knowledge, Service Standards, POS training, Safety, Guest Satisfaction, Sanitation, ServSafe certification	29 ½	33	**Franchisee's or other Certified Training Restaurant using Certified Trainers
Kitchen Operations: Food Safety, Menu Knowledge, Sanitation, Food Preparation Standards, Kitchen Display System training, Plate Presentation, Use of Equipment & Storage	32	39	**Franchisee's or other Certified Training Restaurant, using Certified Trainers

* Training is performance-based, so training continues until tasks are mastered.
**Certified Trainers from the Restaurant Support Center in Glendale, California, or from existing franchisees.

ITEM 12
TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Under the terms of the Development Agreement, we grant you the right to develop one or more Restaurants within a specified territory (the "Territory") during one or more "initial development period(s)." This right will continue during any subsequent development periods (as defined in Section 3.2 of the Development 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 any lease or other agreement which imposes restrictions on your (or our) right to operate additional Restaurants at any particular location, and we must approve 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 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.

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. 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) 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 products at outlets in your Territory or protected radius like grocery, mass merchandise, wholesale/club, convenience, drug stores or any other channel of distribution (including the Internet). We may engage in these activities without paying any compensation to you.

We retain the right to operate, or franchise the operation of, Restaurants that do not use the Applebee's Neighborhood Grill & Bar® service mark or similar marks even if they offer similar products and services ("Other Restaurants"). We may operate, or franchise the operation of, Other Restaurants within your Territory or within the radius restriction set forth in your Franchise Agreement without paying any compensation to you. At present, we do not plan to operate, or franchise the operation of, Other Restaurants.

To continue your right to develop under the Development Agreement, you must comply with the development schedule stated in the Development Agreement (discussed in Item 17). Otherwise, continuation of your territorial rights under the Development Agreement and Franchise Agreement are not contingent on a certain sales volume, quota or market penetration. We will not reduce or change your Territory due to changes in population; however, it is possible for the protected radius under a Franchise Agreement to be reduced upon increases in residential or daytime population.

As noted in Item 1, in November 2007, Applebee's International, Inc. and its subsidiaries were acquired by DineEquity, formerly IHOP Corp. Subsidiaries of DineEquity are the franchisor and operator of the IHOP/International House of Pancakes family Restaurant chain, which serves a wide variety of breakfast, lunch and dinner selections. The chain currently offers, among other things, a variety of pancakes as well as omelets, breakfast specialties, burgers, sandwiches, salads, chicken and steaks. The diverse menu of the IHOP Restaurants appeals to people of all ages. As of January 1, 2017, there were 10 company-owned IHOP Restaurants, 1,463 franchised IHOP Restaurants in operation, and 83 franchised IHOP Restaurants located outside of the 50 U.S. These Restaurants operate under the IHOP and International House of Pancakes marks. IHOP Restaurants may solicit and accept orders within the Territory and within the above-described radius surrounding your Restaurant. We do not expect that there will be material conflicts between the two systems regarding territory, customers or franchisor support. The principal business address for the IHOP chain's operations is 450 North Brand Boulevard, 7th Floor, Glendale, California 91203.

ITEM 13
TRADEMARKS

In the Franchise Agreement, we allow you to operate a Restaurant under the service mark Applebee's Neighborhood Grill & Bar® and under any other trade names, trademarks, service marks and logos that we may authorize in the future. The Franchise Agreement does not allow you to use the service marks T.J. Applebee's, T.J. Applebee's Rx for Edibles and Elixirs®, or T.J. Applebee's Edibles and Elixirs. Restaurants which opened on or after October 1, 1985 must operate under our service mark Applebee's Neighborhood Grill & Bar® and under any other related trade names, trademarks, service marks and logos that we may in the future authorize the franchisee to use in the operation of Restaurants. You must use all licensed names, marks and logos in compliance with the rules contained in the Agreements and the Manuals, and any modifications we later make to the Manuals. Neither you nor any other person can use any of the names, trademarks, service marks or logos to sell any product or service not authorized by us.

The service marks listed in the tables below are the primary marks you will use to identify your Restaurants. Except as specifically stated below, all the marks have been registered on the principal register of the U.S. Patent and Trademark Office and are held by, or licensed to, us.

Mark	Registration Number	Registration Date	Renewed
Applebee's	2,174,392 1,927,107	07/21/98 10/17/95	Yes Yes
Applebee's Neighborhood Grill & Bar	1,477,153	02/16/88	Yes
Applebee's (Design)	1,695,071	06/16/1992	Yes
Carside To Go	3,852,094	09/28/10	N/A
America's Favorite Neighbor	1,601,596	06/12/1990	Yes
Carside to Go (Design, New Apple)	3852095	09/28/2010	N/A
There's No Place Like the Neighborhood	3,920,893	02/15/11	N/A
Eatin' Good in the Neighborhood	2,510,402	11/20/01	Yes
Applebee's (Design, New Apple)	3,435,409	05/27/08	N/A
Miscellaneous (Design, New Apple)	3,495,064	09/02/08	N/A
SEE YOU TOMORROW	4,241,927	11/13/2012	N/A
Applebee's and Design (Revised Silhouette)	4,995,848	7/12/2016	N/A

All required affidavits for the marks above have been filed.

Each registration described in the above chart is currently effective.

We are not aware of any material determinations, rulings or orders of the U.S. Patent and Trademark Office, Trademark Trial and Appeal Board, or of the trademark administrator of any state or of any court, any pending infringement, interference, opposition or cancellation proceeding or pending material litigation involving our principal trademarks or service marks listed in this Item 13, which prohibit or limit their use by you or us, or any agreements in effect which significantly limit our right to use or license to you the use of the principal trademarks or service marks listed in this Item 13 in any manner material to the franchise.

You must notify us as soon as possible of any infringement claim. We are not required to take affirmative action when you notify us of an infringement claim. We and our affiliates have the sole right to conduct the defense of and settle the claim and to retain control of any negotiations related to any claim. You must cooperate in all actions we or our affiliates take regarding a claim and must assist us and our affiliates, at our and their expense, in the defense of a claim.

You agree never to contest our or our affiliates' ownership, title, right or interest in our names, marks or logos or take any action against these claimed interests, including an attempt by you to adopt, use or register any name, mark or logo similar to those we license to you.

At any time, we can notify you that you must modify any of the licensed names, marks or logos to the extent to which we, in good faith, determine that it is in overall best interests of the franchised operations.

We know of no superior prior rights or infringing uses of our service marks that could materially affect your use of those trademarks or service marks.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own rights in or licenses to any patents material to the franchise and do not have any applications for patents pending. Except as stated in this Item 14, no copyrights are material to the franchise. We claim copyrights in original materials used in the System, including the prototype plans and specifications, form construction plans, Manuals and promotional materials used in the System. Also, the information disclosed to you and your employees concerning the development and operation of Restaurants includes proprietary information of us and Applebee's Services regarding recipes, marketing, operational techniques and the like. You must acknowledge that the information concerning the franchised operations contained in the Manuals and other materials we provide to you is our property and that you will keep it confidential. (*See* Item 11 for more information.)

You also agree not to disclose, use or sell any portion of this proprietary information except as we permit. (Look at Item 17 for more information.) You must also have your Director of Operations, your other employees who will have a supervisory authority over the development or operation of more than one Restaurant within a Territory, each General Manager, Kitchen Manager and Restaurant Manager sign a written agreement, in the forms attached to the Development Agreement and Franchise Agreement, generally agreeing with the confidential nature of these materials.

You must notify us as soon as possible of any copyright infringement claim. We are not required to take affirmative action when you notify us of an infringement claim. We and our affiliates have the sole right to conduct the defense of and settle the claim and to retain control of any negotiations related to any claim. You must cooperate in all actions we or our affiliates take regarding a claim and must assist us and our affiliates, at our and their expense, in the defense of a claim.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We do not require you to supervise personally your franchised Restaurants. You must employ a Director of Operations (or an individual with equivalent or greater responsibility and authority) to devote his/her full-time efforts to your Restaurants in your Territory. The Director of Operations may be one of your individual Principal Shareholders if we agree he/she has sufficient Restaurant experience to perform the job of the Director of Operations. If we determine that the person does not have sufficient Restaurant experience, then you must locate and hire another individual as the Director of Operations. You may also appoint an additional supervisory employee to oversee the operation of more than one Restaurant in your Territory. The Director of Operations and any other additional supervisory employee must also successfully complete our operations training course and any refresher courses we require.

Under each Franchise Agreement, you must employ a General Manager who will devote his/her full-time efforts to supervising the day-to-day operation of each Restaurant and a Kitchen Manager who will devote his/her full-time efforts to supervising the day-to-day operation of the Restaurant kitchen. The General Manager, Kitchen Manager and Assistant Managers for each Restaurant must successfully complete our operations training course before the opening of the Restaurant for which they are responsible (and after the Restaurant opens, as you hire each new manager) and must successfully complete any refresher courses we require.

Your selection of your Director of Operations and any additional supervisory employee is subject to our prior written approval, which we cannot arbitrarily withhold.

None of the persons described in the above paragraphs must have an ownership interest in the franchise.

You must enter a written agreement with each employee described in the above paragraphs which prohibits that employee from misusing any of our proprietary information (as described in Item 14). The Director of Operations also must enter into a written agreement which prohibits him/her, while in your employ or within two years following termination of his/her employment, from engaging in or acquiring any interest in a Restaurant business located in the Territory defined in the Development Agreement or in the Area of Dominant Influence (counties within a specific television advertising range, determined by Arbitron in 1988) of any Restaurant you open, whose menu or method of operation is the same as or similar to that employed by the Restaurants. These agreements also must permit us to enforce these prohibitions directly against those employees. The forms of agreement those employees will sign are attached to the Development Agreement and Franchise Agreement (*see* Item 17). We can also require you to obtain from your Director of Operations an agreement verifying his or her employment status.

Each individual or entity that owns more than a 10% direct or indirect interest in the franchisee must sign the Development Agreement and Franchise Agreement and agree to discharge all obligations of the "Developer/Franchisee" under those agreements. On a case-by-case basis, we may apply this requirement to individuals or entities with less than a 10% direct or indirect interest in the franchisee. Individuals or entities other than the franchisee that must sign the Development Agreement and Franchise Agreement and agree to discharge (i.e., personally guarantee) all obligations of the "Developer/Franchisee" under those agreements, are called "Principal Shareholders." Principal Shareholders must also agree not to disclose our confidential information and may not compete with us. *See* Items 14 and 17.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale in the Restaurants only those products and services specified in the Franchise Agreement and the Manuals which satisfy our standards and specifications and which you purchase from approved suppliers and distributors. *See* Item 8. Unless we specifically consent in writing, you must offer all the products and services specified in the preceding sentence. We can modify any of our specifications, standards and requirements whenever we deem necessary, and if so, you must modify your operations. Our right to modify or add to what you must offer is not limited in any way.

You may not use the Restaurant location for any purpose other than the operation of a Restaurant complying with our requirements, and you may only advertise locally through media we approve, including periodicals, radio, television, outdoor signs on billboards or buildings, newspapers, flyers, direct mail, social media and other approved electronic media. *See* Item 12. You must notify us if you plan to close the Restaurant for remodeling.

Subject to our approval in Section 8.5 of the Franchise Agreement, you may use the Internet to identify locations of your Restaurants at which products are sold, but you may not sell any products, including gift cards, on the Internet. You may not sell any pre-packaged items, including anything from the Restaurants, nor conduct retail sales or gift card sales in other locations. We retain the exclusive right to sell products at grocery, mass merchandise, wholesale/club, convenience, drug stores, other similar locations and any other channel of distribution, including the Internet.

You are not limited in the customers whom you may serve.

ITEM 17
RENEWAL, TERMINATION,
TRANSFER AND DISPUTE RESOLUTION

<u>Development Agreement</u>

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

Provision	Section in Development Agreement	Summary
a. Length of the franchise term	Section 1.1, 9.1	From 1 to 20 years.
b. Renewal or extension of the term	Not applicable	Not applicable
c. Requirements for franchisee to renew or extend	Not applicable	Not applicable
d. Termination by franchisee	Not applicable	Not applicable
e. Termination by franchisor without cause	Sections 1.1, 9.1	When the term expires.
f. Termination by franchisor with cause	Sections 2.3, 3.3, 9.1, 9.2, 9.3, 9.4	We can terminate only if you default.

Provision	Section in Development Agreement	Summary
g. “Cause” defined – curable defaults	Sections 2.3, 3.3, 9.2, 9.3	(i) You have 60 days to cure a default of your development schedule; (ii) you have 30 days to cure non-payment of fees; (iii) you have 90 days to dismiss a bankruptcy petition filed by or against you; (iv) you have 90 days to employ your first Director of Operations and 180 days to find a replacement if his/her employment with you terminates, all of whom we must approve; (v) you have 30 days to cure other defaults under the agreement not mentioned here or in item “h”.
h. “Cause” defined – non-curable defaults	Sections 8, 9.2, 9.3, 9.4	Non-curable defaults: (i) if you open a Restaurant and fail to get the site and/or the plans pre-approved; (ii) if you try to transfer the agreement before you open all the Restaurants required, or later if you did not get our consent; (iii) if you or one of your Principal Shareholders is convicted of or pleads *nolo contendere* to a felony or a crime involving moral turpitude; (iv) if you made a misrepresentation to us about a material fact; (v) if you misuse our trademarks or disclose any confidential information to a third party; (vi) if you default under a franchise agreement and we terminate that agreement; (vii) if you have two or more of the same defaults in a 12-month period.
i. Franchisee obligations on termination/nonrenewal	Section 4.4	Obligations include payment of any fees or expenses due us (also *see* item “r” below).
j. Assignment of contract by franchisor	Not applicable	No restriction on our right to assign.
k. “Transfer” by franchisee - defined	Sections 8.2, 8.3, 8.4, 8.5	Includes pledge or transfer of agreement or assets or ownership change.
l. Franchisor approval of transfer by franchisee	Section 8.8	If you have the right to transfer, we may approve or withhold our consent, but if we withhold consent, we must tell you why. If we do not respond to a request for transfer within the 45 days provided in the agreement, our consent is deemed given. If you are a Principal Shareholder transferring to another Principal Shareholder, we cannot unreasonably withhold our approval.
m. Conditions for franchisor approval of transfer	Sections 8.8, 8.9, Appendix E	New franchisee qualifies; transfer fee paid; purchase agreement/merger documents approved; training set-up if needed; release signed by you; fees paid; transfer of current agreement signed by new franchisee; Manuals returned (also *see* item “r” below).
n. Franchisor’s right of first refusal to acquire franchisee’s business	Section 8.7	We can match any offer for your business. If offer includes non-cash items, we can pay you in cash or our securities for the value of those non-cash items.
o. Franchisor’s option to purchase franchisee’s business	Not applicable	Not applicable

Provision	Section in Development Agreement	Summary
p. Death or disability of franchisee	Section 8.5	Your estate may transfer your interest in the agreement to your spouse, children or person designated in your will or trust without our approval, if your successor agrees to be bound by the agreement.
q. Non-competition covenants during the term of the franchise	Section 11.1	No involvement in competing business in the Territory, or in the Area of Dominant Influence in which the Territory is located or within a five-mile radius of any Restaurant anywhere.
r. Non-competition covenants after the franchise is terminated or expires	Section 11.1	No competing business for two years within the Territory, or in the Area of Dominant Influence in which the Territory is located, within a five-mile radius of any Restaurant anywhere or within an area which has been defined as a Territory in another franchisee's development agreement at the time your agreement expires or terminates.
s. Modification of the agreement	Section 16.4	No modification without all parties' consent, but we can update the Manuals.
t. Integration/merger clause	Section 16.3	All agreements are merged into this agreement and the franchise agreement (subject to state law). Any other promises may not be enforceable unless contained in this Disclosure Document. Nothing is intended to disclaim any representation made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 3.2	If an agreement to resolve the issue between Franchisor and Developer regarding whether a Franchisee's last Restaurant should or should not be developed and opened cannot be reached, Franchisor and Developer shall submit the disagreement to the National Franchise Mediation Board for handling and disposition.
v. Choice of forum	Section 15.3	Litigation must be in Johnson County, Kansas. A right to a jury trial is waived. (Subject to state law)
w. Choice of law	Section 15.2	Kansas law applies. (Subject to state law)

<u>**Franchise Agreement**</u>

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

Provision	Section in Franchise Agreement	Summary
a. Length of franchise term	Section 1.2	Term is 20 years.
b. Renewal or extension	Section 1.3	If you are in good standing each time, you may renew four times for five years each.

Provision	Section in Franchise Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 1.3	Each time you renew, all your Restaurants must be in good standing, you must sign a new agreement, you must pay a fee equal to 10% of the franchise fee paid or that would be paid by new franchisees and you must notify us seven to12 months before your agreement expires that you want to renew. Upon renewal, you may be asked to sign a franchise agreement with materially different terms and conditions than your original Franchise Agreement.
d. Termination by franchisee	Not applicable	Not applicable
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with cause	Section 19.1	We can terminate you if you default or if you are prohibited from selling liquor.
g. "Cause" defined – curable defaults	Section 19.1	You have 60 days to cure: (i) non-submission of reports; (ii) failure to spend local advertising fee; (iii) payment of miscellaneous fees due us; (iv) failure to pay your debts and any other matters not listed in Section 19.1(a) - 19.1(f), except you have 90 days to dismiss a bankruptcy filed by or against you. If you default for the same obligations two times in a 12-month period, we may terminate you on 30 days' notice without any cure period.
h. "Cause" defined – non-curable defaults	Section 19.1, 23	Non-curable defaults: (i) failure to pay your royalty and advertising fee by the 12th day of the next month; (ii) an unapproved transfer; (iii) disclosure of confidential information; (iv) competing with the Restaurants; (v) failing to keep your Restaurant in compliance with the operating specifications set forth in the Manuals; (vi) loss of your liquor license for more than 30 days during any 12- month period; (vii) if you lose your lease or your right to operate your Restaurant (unless it is because of "Force Majeure"); (viii) the discovery by us of a material misrepresentation of information you furnished us; (ix) if you or one of your Principal Shareholders is convicted or pleads *nolo contendere* to a felony or a crime involving moral turpitude; (x) if you breach the terms of our Asset Purchase Agreement, if applicable, following any cure period.
i. Franchisee obligations on termination/nonrenewal	Sections 19.2, 19.3, 19.4, 19.5	You must close your Restaurant and not remove any property for 30 days. You must stop using all our trade names, trademarks, service marks and logos and all recipes and methods of operation described in the Manuals. If you own the Restaurant premises, we have the option for 30 days to buy the premises for fair market value. (We also have the option for 30 days to buy the equipment for fair market value.) Fair market value is either the price agreed to by you and us or set by appraisers chosen as described in the agreement. If you do not want to sell the premises, you must lease it to us. If leasing the Restaurant premises, you must assign your lease to us (also *see* item "r" below).
j. Assignment of contract by franchisor	Not applicable	No restriction on our right to assign.

Provision	Section in Franchise Agreement	Summary
k. "Transfer" by franchisee - defined	Section 12.2, 12.3, 12.4	Includes pledge or transfer of contract, assets or ownership change.
l. Franchisor approval of transfer by franchisee	Sections 12.1, 12.5, 12.7, 12.8	We have the right to approve all transfers. If we withhold consent, we must tell you why. If we do not respond to a request for transfer within the 45 days provided in the agreement, our consent is deemed given. If you are a Principal Shareholder transferring to another Principal Shareholder, we cannot unreasonably withhold our approval.
m. Conditions for franchisor approval of transfer	Sections 12.8, 12.9	New franchise qualifies; transfer fee paid; purchase/merger agreement approved; training, if needed, arranged; release signed; assignment of agreement or new agreement signed by new franchisee (also *see* item "r" below).
n. Franchisor's right of first refusal to acquire franchisee's business	Section 12.7	We can match any offer for your business. If offer includes non-cash items, we may pay you in cash or our securities for the value of those non-cash items.
o. Franchisor's option to purchase franchisee's business	Sections 19.4, 19.5	Upon your termination or non-renewal, if you own the Restaurant premises, we have the option for 30 days to buy the premises for fair market value. If you do not want to sell the premises, you must lease it to us. If leasing the premises, you must assign your lease to us. (Also, *see* item "i" above.)
p. Death or disability of franchisee	Section 12.5	Your estate may transfer your interest in the agreement to your spouse, children or person designated in your will or trust without our approval, if your successor agrees to be bound by the agreement.
q. Non-competition covenants during the term of the franchise	Section 13.1	No involvement in competing business in the Territory, or in the Area of Dominant Influence in which the Territory is located or within a five-mile radius of any Restaurant anywhere.
r. Non-competition covenants after the franchise is terminated or expires	Section 13.2	No competing business for two years within the Territory, or in the Area of Dominant Influence in which the Territory is located, within a five-mile radius of any Restaurant anywhere or within an area which has been defined as a Territory in another franchisee's development agreement at the time your agreement expires or terminates.
s. Modification of the agreement	Sections 8.2, 9.1, 23, 25.6	No modification without all parties' consent, but we can (i) make changes in the Manuals; (ii) change the advertising fee and the amount spent on local advertising; (iii) increase the royalty fee; (iv) terminate the agreement if you do not get a liquor license or some third party has superior rights in the area in our trade name; (v) change the trade name or trademark used.
t. Integration/merger clause	Section 25.5	All agreements are merged into this agreement and the development agreement (subject to state law). Any other promises may not be enforceable unless contained in this Disclosure Document. Nothing is intended to disclaim any representation made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable

Provision	Section in Franchise Agreement	Summary
v. Choice of forum	Section 21.3	Litigation must be in Johnson County, Kansas. A right to a jury trial is waived. (Subject to state law)
w. Choice of law	Section 21.2	Kansas law applies. (Subject to state law)

ITEM 18
PUBLIC FIGURES

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

We may, however, retain a well-known person to appear in various advertising campaigns for the Restaurants. We may also enter an agreement with a well-known personality for his or her services which may result in a positive public image for the System.

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.

The average weekly domestic franchise unit sales for the 52 weeks ended January 1, 2017, was $45,340. Some Restaurants have achieved this sales level. There is no assurance that you will do as well. If you rely upon our figures, you must accept the risk of not doing as well.

This sales figure was derived from the sales at the 1,839 franchised Restaurants that were in operation for all the fiscal year 2016. Of the 1,839 Restaurants included in this survey, 830 (45.1%) attained at least the stated average sales.

Information that forms the basis for this representation is available to you on reasonable request.

If you are purchasing an existing outlet, we may provide you with the actual records of that outlet.

The financial results of your Restaurant may be directly affected by many factors, such as the Restaurant's size; geographic location; weather; the effectiveness of your regional and local marketing efforts; the level of existing brand awareness and acceptance in the market; the presence of other competing Restaurants; and the quality of management and service at your Restaurant. Your individual financial results may vary substantially from the results stated in this financial performance representation.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR 2014-2016

As described in more detail in Item 1, we began offering franchises in October 2014 and so the following information describes information related to the franchising activities of Applebee's International, Inc., which offered franchises from December 2011 through September 2014 (and previously offered franchises from March 1988 to November 2007); Applebee's Restaurants LLC, to which Applebee's International, Inc. transferred all then-existing domestic franchise agreements effective September 30, 2014, and Applebee's Franchisor LLC, which offered franchises from October 2014 through December 2014.

Table No. 1

System-wide Outlet Summary For Years 2014 to 2016

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	1,838	1,847	+9
	2015	1,847	1,878	+31
	2016	1,878	1,858	-20
Company Owned	2014	23	23	0
	2015	23	0	-23
	2016	0	0	0
Total Outlets	2014	1,861	1,870	+9
	2015	1,870	1,878	+8
	2016	1,878	1,858	-20

Note: Numbers are for U.S. outlets for fiscal years ending December 31, 2014; December 31, 2015 and December 31, 2016.

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) for Fiscal Years 2014 - 2016

State	Year	Number of Transfers
CALIFORNIA	2014	18
	2015	8
	2016	0
CONNECTICUT	2014	1
	2015	0
	2016	0
FLORIDA	2014	0
	2015	10
	2016	0

Table No. 2 Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) for Fiscal Years 2014 - 2016		
State	Year	Number of Transfers
INDIANA	2014	0
	2015	22
	2016	0
OHIO	2014	0
	2015	11
	2016	0
TOTAL	2014	19
	2015	51
	2016	0

Note: Numbers are for fiscal years ending December 31, 2014, December 31, 2015 and December 31, 2016.

Table No. 3 Status Of Franchised Outlets For Fiscal Years 2014-2016								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
ALABAMA	2014	30	2	0	0	0	1	31
	2015	31	0	0	0	0	1	30
	2016	30	0	0	0	0	0	30
ALASKA	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	1	0	0	0	1
ARIZONA	2014	27	0	0	0	0	0	27
	2015	27	1	0	0	0	0	28
	2016	28	0	0	0	0	0	28
ARKANSAS	2014	11	0	0	0	0	0	11
	2015	11	0	0	0	0	0	11
	2016	11	0	1	0	0	0	10
CALIFORNIA	2014	117	2	0	0	0	2	117
	2015	117	6	0	0	0	2	121
	2016	121	2	0	2	0	0	121

Table No. 3 Status Of Franchised Outlets For Fiscal Years 2014-2016								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
COLORADO	2014	25	1	0	0	0	0	26
	2015	26	1	0	0	0	0	27
	2016	27	0	1	0	0	0	26
CONNECTICUT	2014	7	0	0	0	0	1	6
	2015	6	0	0	0	0	0	6
	2016	6	0	0	0	0	0	6
DELAWARE	2014	12	0	0	0	0	0	12
	2015	12	0	0	0	0	0	12
	2016	12	0	0	0	0	0	12
FLORIDA	2014	108	1	0	0	0	0	109
	2015	109	2	0	0	0	5	106
	2016	106	5	1	0	0	0	110
GEORGIA	2014	68	2	0	0	0	0	70
	2015	70	3	0	0	0	0	73
	2016	73	1	3	0	0	0	71
HAWAII	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
IDAHO	2014	12	0	0	0	0	0	12
	2015	12	0	0	0	0	0	12
	2016	12	0	0	0	0	0	12
ILLINOIS	2014	47	0	0	0	0	0	47
	2015	47	0	0	0	0	0	47
	2016	47	1	1	0	0	0	47
INDIANA	2014	66	0	0	0	0	1	65
	2015	65	1	0	0	0	0	66
	2016	66	0	2	0	0	0	64

Table No. 3 Status Of Franchised Outlets For Fiscal Years 2014-2016								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
IOWA	2014	27	0	0	0	0	1	26
	2015	26	0	0	0	0	0	26
	2016	26	0	0	0	0	0	26
KANSAS	2014	24	1	0	0	0	1	24
	2015	24	10(1)	0	0	0	0	34
	2016	34	0	1	0	0	0	33
KENTUCKY	2014	37	0	0	0	0	0	37
	2015	37	0	0	0	0	0	37
	2016	37	0	3	0	0	0	34
LOUISIANA	2014	18	0	0	0	0	1	17
	2015	17	0	0	0	0	0	17
	2016	17	0	1	0	0	0	16
MAINE	2014	12	0	0	0	0	0	12
	2015	12	0	0	0	0	0	12
	2016	12	0	0	0	0	0	12
MARYLAND	2014	26	0	0	0	0	2	24
	2015	24	0	0	0	0	0	24
	2016	24	1	0	0	0	0	25
MASSACHUSETTS	2014	28	0	0	0	0	0	28
	2015	28	0	0	0	0	1	27
	2016	27	2	0	0	0	0	29
MICHIGAN	2014	86	2	0	0	0	1	87
	2015	87	2	0	0	0	0	89
	2016	89	0	1	0	0	0	88
MINNESOTA	2014	58	1	0	0	0	1	58
	2015	58	0	0	0	0	0	58
	2016	58	0	0	0	0	0	58

Table No. 3 Status Of Franchised Outlets For Fiscal Years 2014-2016								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
MISSISSIPPI	2014	21	1	0	0	0	0	22
	2015	22	0	0	0	0	1	21
	2016	21	1	0	0	0	0	22
MISSOURI	2014	45	0	0	0	0	0	45
	2015	45	13(1)	0	0	0	0	58
	2016	58	0	2	0	0	0	56
MONTANA	2014	8	0	0	0	0	0	8
	2015	8	0	0	0	0	0	8
	2016	8	0	0	0	0	0	8
NEBRASKA	2014	19	0	0	0	0	0	19
	2015	19	1	0	0	0	2	18
	2016	18	1	0	0	0	0	19
NEVADA	2014	14	0	0	0	0	0	14
	2015	14	0	0	0	0	0	14
	2016	14	0	0	0	0	0	14
NEW HAMPSHIRE	2014	14	0	0	0	0	0	14
	2015	14	0	0	0	0	0	14
	2016	14	0	0	0	0	0	14
NEW JERSEY	2014	57	1	0	0	0	0	58
	2015	58	2	0	0	0	0	60
	2016	60	0	0	0	0	0	60
NEW MEXICO	2014	18	2	0	0	0	0	20
	2015	20	0	0	0	0	0	20
	2016	20	1	0	0	0	0	21
NEW YORK	2014	113	2	0	0	0	2	113
	2015	113	2	0	0	0	0	115
	2016	115	0	1	0	0	0	114

Table No. 3

Status Of Franchised Outlets For Fiscal Years 2014-2016

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
NORTH CAROLINA	2014	58	2	0	0	0	0	60
	2015	60	0	0	0	0	1	59
	2016	59	0	3	0	0	0	56
NORTH DAKOTA	2014	12	0	0	0	0	0	12
	2015	12	0	0	0	0	0	12
	2016	12	0	0	0	0	0	12
OHIO	2014	93	0	0	0	0	1	92
	2015	92	0	0	0	0	1	91
	2016	91	0	2	0	0	0	89
OKLAHOMA	2014	23	0	0	0	0	0	23
	2015	23	1	0	0	0	0	24
	2016	24	0	4	0	0	0	20
OREGON	2014	21	0	0	0	0	0	21
	2015	21	0	0	0	0	0	21
	2016	21	0	0	0	0	0	21
PENNSYLVANIA	2014	77	2	0	0	0	0	79
	2015	79	2	0	0	0	0	81
	2016	81	0	0	0	0	0	81
RHODE ISLAND	2014	8	0	0	0	0	0	8
	2015	8	0	0	0	0	0	8
	2016	8	0	0	0	0	0	8
SOUTH CAROLINA	2014	40	0	0	0	0	1	39
	2015	39	1	0	0	0	0	40
	2016	40	0	1	0	0	0	39
SOUTH DAKOTA	2014	6	0	0	0	0	0	6
	2015	6	0	0	0	0	0	6
	2016	6	0	0	0	0	0	6

Table No. 3 Status Of Franchised Outlets For Fiscal Years 2014-2016								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
TENNESSEE	2014	42	2	0	0	0	1	43
	2015	43	0	0	0	0	1	42
	2016	42	0	3	0	0	0	39
TEXAS	2014	101	5	0	0	0	1	105
	2015	105	1	0	0	0	0	106
	2016	106	2	1	0	0	0	107
UTAH	2014	16	0	0	0	0	0	16
	2015	16	0	0	0	0	2	14
	2016	14	0	2	0	0	0	12
VERMONT	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
VIRGINIA	2014	73	0	0	0	0	0	73
	2015	73	0	0	0	0	1	72
	2016	72	1	1	0	0	0	72
WASHINGTON	2014	42	0	0	0	0	0	42
	2015	42	0	0	0	0	0	42
	2016	42	0	0	0	0	0	42
WEST VIRGINIA	2014	17	0	0	0	0	0	17
	2015	17	0	0	0	0	0	17
	2016	17	0	0	0	0	0	17
WISCONSIN	2014	44	0	0	0	0	2	42
	2015	42	1	0	0	0	1	42
	2016	42	0	1	0	0	0	41

Table No. 3 Status Of Franchised Outlets For Fiscal Years 2014-2016								
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	2014	5	0	0	0	0	0	5
	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
TOTALS	2014	1,838	29	0	0	0	20	1,847
	2015	1,847	50	0	0	0	19	1,878
	2016	1,878	19	37	2	0	0	1,858

Note: Numbers are for fiscal years ending December 31, 2014; December 31, 2015 and December 31, 2016.

(1) As further detailed in Table 4 below, 23 company-owned Restaurants in Kansas and Missouri were sold to franchisees and are now franchised Restaurants.

Table No. 4 Status of Company-Owned Outlets For Fiscal Years 2013 - 2015							
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Kansas	2014	10	0	0	0	0	10
	2015	10	0	0	0	10	0
	2016	0	0	0	0	0	0
Missouri	2014	13	0	0	0	0	13
	2015	13	0	0	0	13	0
	2016	0	0	0	0	0	0
Totals	2014	23	0	0	0	0	23
	2015	23	0	0	0	23	0
	2016	0	0	0	0	0	0

Note: Numbers are for fiscal years ending December 31, 2014; December 31, 2015 and December 31, 2016.

Table No. 5 Projected Openings As Of January 1, 2017			
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
ALABAMA	0	1	0
CALIFORNIA	2	1	0
FLORIDA	0	2	0
HAWAII	0	1	0
MICHIGAN	0	1	0
TEXAS	0	1	0
VIRGINIA	2	2	0
PUERTO RICO	0	1	0
Total	4	10	0

Current Franchisees

As of January 1, 2017, 1,858 Applebee's Neighborhood Grill & Bar Restaurants® were operating under a Franchise Agreement in the U.S., and 158 Applebee's Restaurants were operating under a Franchise Agreement outside the U.S. A complete list of our franchisees in the U.S., 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.

As of January 1, 2017, there were no Applebee's Neighborhood Grill & Bar Restaurants® operated by us or our affiliates in the U.S.

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 within the fiscal year preceding the date of this Disclosure Document 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.

Purchase of Previously-Owned Franchise Outlet

If you are purchasing a previously-owned franchised outlet, we will provide you additional information on the previously-owned franchise outlet in an addendum to this Disclosure Document.

Confidentiality Clauses

During the last three fiscal years, we have not signed any agreements with franchisees that contain confidentiality clauses that would restrict a franchisee's ability to speak openly about their experience.

Trademark Specific Franchisee Organizations

The Applebee's Franchise Brand Council; Marketing, Menu and Media Committee; Franchise Operations Committee; Technology Committee; and People Committee are the trademark specific franchisee organizations associated with the franchise system and were created and are sponsored by Applebee's and/or its affiliates. These Council/Committees have no separate address, telephone number, email address or web address. No other independent franchisee organization has asked to be included in this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

The following documents are attached to this Disclosure Document as Exhibit A:

Exhibit A: Our audited financial statements as of January 1, 2017, January 3, 2016, and the period between August 24, 2014 and January 25, 2015. We have not been in business for three years or more, and cannot include all financial statements required in Instructions (1)(i) and (ii) of Item 21 of the American Securities Administrators Association, Inc. 2008 Franchise Registration and Disclosure Guidelines.

Also included are the audited financial statements of our parent company, DineEquity, Inc. as of its fiscal years ending December 31, 2016, December 31, 2015 and December 31, 2014. These financials are included because DineEquity, Inc. performs certain post-sale obligations for the franchisor; DineEquity, Inc. does not guaranty our performance of obligations to our franchisees.

ITEM 22
CONTRACTS

The following agreements are attached as Exhibits to this Disclosure Document:

1. Applicant's Fee Letter Agreement (Exhibit D).
2. Development Agreement with Lease Rider and form addendum for alternate company structure (Exhibit E).
3. Franchise Agreement and form addendum for alternate company structure (Exhibit F).
4. Gift Card Participation Agreement (Exhibit I).
5. AppleONE POINT OF SALE and AppleONE CARDS Software License Agreement (A1POS Agreement) (Exhibit J)
6. Beverage Sales Participation Agreement (Exhibit K)
7. Neighborhood Connect Subscription Agreement (Exhibit L)
8. Authorized Operator Agreement for Dispatch Services (on-line ordering) (Exhibit M)
9. Apple Supply Chain Co-op, Inc. Membership Agreement (Exhibit O).

ITEM 23
RECEIPTS

Two copies of a Receipt for this Disclosure Document are attached as the last two pages of this Disclosure Document. Please sign, date and return one copy to us and retain the other copy for your files.

EXHIBIT A

FINANCIAL STATEMENTS –
APPLEBEE'S FRANCHISOR LLC
AND DINEEQUITY, INC.

FINANCIAL STATEMENTS

Applebee's Franchisor LLC

Fiscal Year Ended January 1, 2017

With Report of Independent Auditors

Applebee's Franchisor LLC

Financial Statements

Fiscal Year Ended January 1, 2017

Contents

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Report of Independent Auditors

Member of Applebee's Franchisor LLC:

We have audited the accompanying financial statements of Applebee's Franchisor LLC, a wholly-owned subsidiary of DineEquity, Inc., which comprise the balance sheet as of January 1, 2017, and the related statements of income, member's equity and cash flows for the fiscal year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Applebee's Franchisor LLC at January 1, 2017, and the results of its operation and its cash flows for the fiscal year then ended, in conformity with U.S. generally accepted accounting principles.

Ernst + Young LLP

March 24, 2017

Applebee's Franchisor LLC

Balance Sheet
(In thousands)

January 1, 2017

Assets		
Current assets:		
Cash	$	21,124
Receivables, net		1,974
Total current assets		23,098
Long-term receivables		703
Deferred income taxes		430
Total assets	$	24,231
Liabilities and member's equity		
Current liabilities:		
Deferred revenue	$	340
Total current liabilities		340
Long-term deferred revenue		520
Total liabilities		860
Commitments and contingencies		
Member's equity:		
Contributed capital		19,646
Due from Member (net of due to Affiliates $10,991)		(3,495)
Retained earnings		7,220
Total member's equity		23,371
Total liabilities and member's equity	$	24,231

See accompanying notes to the financial statements.

Applebee’s Franchisor LLC

Statement of Income
(In thousands)

	Fiscal Year Ended January 1, 2017
Revenues	
Franchise revenues	$ 10,707
Costs and Expenses	
Franchise expenses	519
General and administrative	3,104
Total costs and expenses	3,623
Income before income taxes	7,084
Provision for income taxes	(2,665)
Net income	$ 4,419

See accompanying notes to the financial statements.

Applebee's Franchisor LLC

Statement of Member's Equity
(In thousands)

Fiscal Year Ended January 1, 2017

	Contributed Capital	Due from Member, net	Retained Earnings	Total
Balance, January 3, 2016	$ 17,646	$ (3,956)	$ 2,801	$ 16,491
Reclassification of Due to Affiliates and Income taxes payable	—	4,783	—	4,783
Contribution from Member	2,000	—	—	2,000
Due from Member, net of due to Affiliates	—	(4,322)	—	(4,322)
Net income	—	—	4,419	4,419
Balance, January 1, 2017	$ 19,646	$ (3,495)	$ 7,220	$ 23,371

See accompanying notes to the financial statements.

Applebee's Franchisor LLC

Statement of Cash Flows
(In thousands)

	Fiscal Year Ended January 1, 2017
Operating activities	
Net income	$ 4,419
Adjustments to reconcile net income to cash flows provided by operating activities	
Due from Member, net	(4,322)
Deferred income taxes	36
Changes in operating assets and liabilities	
Receivables	15
Deferred revenue	(148)
Cash flows provided by operating activities	—
Financing activities	
Contribution from Member	2,000
Cash flows provided by financing activities	2,000
Net change in cash	2,000
Cash at beginning of period	19,124
Cash at end of period	$ 21,124
Supplemental Disclosure:	
Non-cash financing activity	$ 4,322

See accompanying notes to the financial statements.

1. Formation and Business

Organization

Applebee’s Franchisor LLC (the Company) is a single-member limited liability company formed in Delaware on July 28, 2014, and is governed by the limited liability company agreement dated July 28, 2014. The Company is a wholly-owned subsidiary of Applebee’s Funding LLC (the Member), which, through various entities, is a wholly-owned subsidiary of Applebee’s International, Inc., which is a wholly-owned subsidiary of DineEquity, Inc. (DineEquity).

On September 30, 2014, the Member and a sister entity (the Co-Issuers), each a special purpose, wholly-owned indirect subsidiary of DineEquity, issued $1.3 billion of Series 2014-1 4.277% Fixed Rate Senior Notes, Class A-2 (the Class A-2 Notes) in an offering exempt from registration under the Securities Act of 1933, as amended. The Co-Issuers also entered into a revolving financing facility of Series 2014-1 Variable Funding Senior Notes Class A-1 (the Variable Funding Notes), which allows for drawings of up to $100 million of Variable Funding Notes and the issuance of letters of credit. The Class A-2 Notes and the Variable Funding Notes are referred to collectively as the “Notes.” The Notes were issued in a securitization transaction pursuant to which substantially all of DineEquity’s domestic revenue-generating assets and domestic intellectual property, are held by the Co-Issuers and certain other special-purpose, wholly-owned indirect subsidiaries of DineEquity (the Guarantors) that act as guarantors of the Notes and that have pledged substantially all of their assets to secure the Notes.

Nature of Operations

The Company was formed as a special purpose entity to act as franchisor and to hold all rights, title and interest in new franchise agreements for all Applebee’s Neighborhood Grill and Bar® (Applebee’s) restaurants in the United States effective after September 30, 2014 (the Agreements) and all accrued and future rights to collection under the Agreements. In its capacity as franchisor, the Company enters into all additional development and franchise agreements for Applebee’s® restaurants within the United States (including all substitute or replacement franchise agreements for existing Applebee’s restaurants).

As of January 1, 2017, there were 119 Applebee’s restaurants subject to franchise agreements held by the Company located in 25 states.

The Company’s fiscal year began January 4, 2016 and ended January 1, 2017.

Profits and Losses and Distributions

All profit and losses and distributions will be allocated entirely to the Member.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities, if any, at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates are made in the calculation and assessment of income taxes, allowance for doubtful accounts and contingencies. On an ongoing basis, the Company evaluates its estimates based on historical experience, current conditions and various other assumptions that are believed to be reasonable under the circumstances. The Company adjusts such estimates and assumptions when facts and circumstances dictate. Actual results could differ from those estimates.

Revenue Recognition

Franchise revenues consist primarily of royalty revenues and franchise fees.

Royalties are recognized in the period in which the sales are reported to have been earned, which occurs at the franchisees' point of sale. Initial franchise fees are recognized upon the opening of a restaurant, which is when the Company has performed substantially all initial services required by the franchise agreement. Fees from development agreements are deferred and recorded into income as restaurants under the development agreement are opened.

Receivables primarily include deferred development fees and royalty receivables due from franchisees.

Concentration of Credit Risk

The Company's cash and receivables are potentially subject to concentration of credit risk. Cash is placed with financial institutions that management believes are creditworthy. The Company does not believe that it is exposed to any significant credit risk on cash. At times, cash balances may be in excess of FDIC insurance limits. Receivables are derived from revenues earned from franchisees located in the United States.

As of January 1, 2017, three franchisees owned 40, 23 and 22 Applebee’s restaurants, respectively, representing 71% of the Company’s restaurants. Revenues from these franchisees represented 34%, 22% and 16% of total franchise revenues, respectively, for the year ended January 1, 2017. No other individual franchisee represented more than 10% of the Company’s total revenue for the year ended January 1, 2017.

Allowance for Credit Losses

The Company determines the allowance based on historical experience, current payment patterns and assessment of franchisees' ability to pay outstanding balances. The primary indicator of credit quality is delinquency, which is considered to be a receivable balance greater than 90 days past due. Allowance for doubtful accounts is continually reviewed. Past due balances are reviewed individually for collectability. Account balances are charged against the allowance after all collection efforts have been exhausted and the potential for recovery is considered remote.

Income Taxes

Consolidated federal income tax returns are filed by DineEquity. The Company files as part of the consolidated returns of DineEquity. The Company provides for federal and state income tax by applying an effective tax rate to income before taxes. The Company utilizes the liability method of accounting for income taxes, under which deferred taxes are determined based on the temporary differences between the financial statement and tax bases of assets and liabilities using enacted tax rates. A valuation allowance is recorded when it is more likely than not that some of the deferred tax assets will not be realized.

The Company determines its tax contingencies in accordance with U.S. GAAP governing the accounting for contingencies. The Company records estimated tax liabilities to the extent the contingencies are probable and can be reasonably estimated. The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by taxing authorities including all appeals or litigation processes, based on its technical merits. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate resolution. For each reporting period, management applies a consistent methodology to measure and adjust all uncertain tax positions based on the available information. When applicable, the Company recognizes interest accrued related to unrecognized tax benefits and penalties as a component of the income tax provision recognized in the Statement of Income.

Pre-opening Expenses

Expenditures related to the opening of new or relocated restaurants are charged to expense when incurred and are included as franchise expenses in the Statement of Income.

3. Receivables

Current receivables relate to royalties due from franchisees and are presented in the Balance sheet net of an allowance for doubtful accounts of approximately $57,000 at January 1, 2017. Long-term receivables relate to deferred development fees. The Company estimated no allowance for doubtful deferred development fees was necessary as of January 1, 2017.

4. Deferred Revenue

The Company executes development agreements that grant a franchisee the exclusive rights to a specific territory in exchange for the franchisee commitment to open a required number of restaurants in a territory in accordance with a predetermined schedule. The Company receives payments in advance from its franchisees based upon the number of restaurants estimated to be developed as set forth in each development agreement. The Company, in its role as franchisor, provides the franchisee with current restaurant design specifications, demographics and other studies and may review the site selection made by the franchisee. As of January 1, 2017, the Company has recorded advance payments of $0.3 million in the balance sheet as current deferred revenue for those franchise restaurants estimated to open in the next twelve months and $0.5 million as non-current deferred revenue for those franchise restaurants estimated to open after the next twelve months. The payments in advance will be recognized as revenue in accordance with the Company's accounting policy described in Note 2.

5. Related Party Transactions

All cash receipts from the Company's operating revenue are collected and administered by the Member, resulting in a balance due from Member. All cash disbursements related to the Company's operating expenses and income taxes are paid by affiliated entities (the Affiliates), resulting in a balance due to Affiliates. The Company, the Member and the Affiliates are under the common control of DineEquity. During the fiscal year ended January 1, 2017, the Company and DineEquity determined that the balance due to Affiliates and the balance due from Member (collectively, the Related Party balances) will not be settled until the Class A-2 Notes are repaid and the securitization structure under which the Class A-2 Notes were issued is dissolved. Since the Related Party balances will not be settled until the dissolution of the Company and the Company, the Member and the Affiliates are all under the common control of DineEquity, the net amount of the Related Party balances is classified within equity as Due from Member, net. Accordingly, the January 3, 2016 balance of due to Affiliates and Income taxes payable (which is also due to an affiliate) totaling $4,783 was reclassified as part of the Statement of Member's Equity. The balance of Due from Member, net of due to Affiliates at January 1, 2017 is comprised as follows:

	(In thousands)
Due from Member related to operations	$ (14,486)
Due to Affiliates related to operations	8,362
Due to Affiliates related to income tax	2,629
Due from Member, net of due to Affiliates	$ (3,495)

Applebee's International, Inc. allocates costs of general and administrative services to the Company, including information technology, human resources, quality assurance, training, legal, payroll, audit, tax, and communication. These costs are allocated on a basis the Company believes to be reasonable, primarily proportional allocation based on revenue, or specific identification, where applicable. The Company cannot estimate with any reasonable certainty what the charges

5. Related Party Transactions (continued)

for similar transactions would have been on a stand-alone basis. The total amount of allocated costs charged to the Company of $3.0 million for the fiscal year ended January 1, 2017 is included in general and administrative expenses in the statement of income.

6. Commitments and Contingencies

The Company is subject to lawsuits, governmental inspections, administrative proceedings, audits, and claims arising in the ordinary course of business. Some of these lawsuits purport to be class actions and/or seek substantial damages. The Company is required to record an accrual for litigation loss contingencies that are both probable and reasonably estimable. Management regularly assesses the Company's insurance deductibles, analyzes litigation information with the

Company's attorneys and evaluates its loss experience in connection with pending legal proceedings. While the Company does not presently believe that any of the legal proceedings to which the Company is currently a party will ultimately have a material adverse impact on the Company, there can be no assurance that the Company will prevail in all the proceedings the Company is party to, or that the Company will not incur material losses from them.

7. Income Taxes

The Company is a disregarded entity for both federal and state tax filing purposes. Its results are included in the consolidated tax returns of DineEquity. The provision for income taxes in the financial statement is computed on a standalone return basis and includes a deferred provision in accordance with U.S. GAAP.

The provision for income taxes for the fiscal year ended January 1, 2017 is as follows:

	(In thousands)
Provision for income taxes:	
Current	
Federal	$ 2,351
State	279
	2,629
Deferred	
Federal	29
State	7
	36
Provision for income taxes	$ 2,665

7. Income Taxes (continued)

The effective tax rate for the fiscal year ended January 1, 2017 differs from the expected federal income tax rate as follows:

Statutory federal income tax rate	35.0%
State and other taxes, net of federal tax benefit	2.6%
Effective tax rate	37.6%

The Company's deferred tax asset of $0.4 million as of January 1, 2017 related to deferred revenue. The Company had no deferred tax liabilities as of January 1, 2017.

The Company considers evidence, both positive and negative, that could impact the assessment of future realization of deferred tax assets. As of January 1, 2017, management determined that, based on available evidence, there was no valuation allowance against deferred tax assets necessary. The Company had no unrecognized tax benefits as of January 1, 2017.

8. Subsequent Events

The Company has evaluated subsequent events for potential recognition or disclosure through March 24, 2017, the date the financial statements are considered issued.

FINANCIAL STATEMENTS

Applebee's Franchisor LLC

Fiscal Year Ended January 3, 2016

With Report of Independent Auditors

Applebee's Franchisor LLC

Financial Statements

Fiscal Year Ended January 3, 2016

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Report of Independent Auditors

Member of Applebee's Franchisor LLC:

We have audited the accompanying financial statements of Applebee's Franchisor LLC, a wholly-owned subsidiary of Applebee's Funding LLC ("the Company"), which comprise the balance sheet as of January 3, 2016, and the related statements of income, member's equity and cash flows for the fiscal year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Applebee's Franchisor LLC at January 3, 2016, and the results of its operation and its cash flows for the fiscal year then ended, in conformity with U.S. generally accepted accounting principles.

Ernst + Young LLP

March 18, 2016

Applebee's Franchisor LLC

Balance Sheet
(In thousands)

January 3, 2016

Assets	
Current assets:	
Cash	$ 19,124
Receivables	2,023
Total current assets	21,147
Long-term receivables	669
Deferred income taxes	466
Total assets	$ 22,282
Liabilities and member's equity	
Current liabilities:	
Deferred revenue	$ 538
Income taxes payable	1,624
Total current liabilities	2,162
Long-term deferred revenue	470
Due to affiliates	3,159
Total liabilities	5,791
Commitments and contingencies	
Member's equity:	
Contributed capital	17,646
Receivable from Member	(3,956)
Retained earnings	2,801
Total member's equity	16,491
Total liabilities and member's equity	$ 22,282

See accompanying notes to the financial statements.

Applebee’s Franchisor LLC

Statement of Income
(In thousands)

	Fiscal Year Ended January 3, 2016
Revenues	
Franchise revenues	$ 5,843
Costs and Expenses	
Franchise expenses	549
General and administrative	1,259
Other income, net	(257)
Total costs and expenses	1,551
Income before income taxes	4,292
Provision for income taxes	1,613
Net income	$ 2,679

See accompanying notes to the financial statements.

Applebee's Franchisor LLC

Statement of Member's Equity
(In thousands)

	Contributed Capital	Receivable From Member	Retained Earnings	Total
Balance, December 28, 2014	$ 9,946	$ (145)	$ 122	$ 9,923
Contribution from Member	7,700	—	—	7,700
Receivable from Member	—	(3,811)	—	(3,811)
Net income	—	—	2,679	2,679
Balance, January 3, 2016	$ 17,646	$ (3,956)	$ 2,801	$ 16,491

See accompanying notes to the financial statements.

Applebee's Franchisor LLC

Statement of Cash Flows
(In thousands)

Fiscal Year Ended January 3, 2016

Operating activities	
Net income	$ 2,679
Adjustments to reconcile net income to cash flows provided by operating activities	
Deferred income taxes	(11)
Changes in operating assets and liabilities	
Receivables	(2,549)
Income taxes payable	1,095
Deferred revenue	(204)
Cash flows provided by operating activities	1,010
Financing activities	
Contribution from Member	7,700
Receivable from Member	(3,811)
Due to affiliates	3,064
Cash flows provided by financing activities	6,953
Net change in cash	7,963
Cash at beginning of period	11,161
Cash at end of period	$ 19,124

1. Formation and Business

Organization

Applebee's Franchisor LLC (the Company) is a single-member limited liability company formed in Delaware on July 28, 2014, and is governed by the limited liability company agreement dated July 28, 2014. The Company is a wholly-owned subsidiary of Applebee's Funding LLC (Funding or the Member), which, through various entities, is a wholly-owned subsidiary of Applebee's International, Inc., which is a wholly-owned subsidiary of DineEquity, Inc. (DineEquity).

On September 30, 2014, the Member and a sister entity (the Co-Issuers), each a special purpose, wholly-owned indirect subsidiary of DineEquity, issued $1.3 billion of Series 2014-1 4.277% Fixed Rate Senior Notes, Class A-2 (the Class A-2 Notes) in an offering exempt from registration under the Securities Act of 1933, as amended. The Co-Issuers also entered into a revolving financing facility of Series 2014-1 Variable Funding Senior Notes Class A-1 (the Variable Funding Notes), which allows for drawings of up to $100 million of Variable Funding Notes and the issuance of letters of credit. The Class A-2 Notes and the Variable Funding Notes are referred to collectively as the "Notes." The Notes were issued in a securitization transaction pursuant to which substantially all of DineEquity's domestic revenue-generating assets and domestic intellectual property, are held by the Co-Issuers and certain other special-purpose, wholly-owned indirect subsidiaries of DineEquity (the Guarantors) that act as guarantors of the Notes and that have pledged substantially all of their assets to secure the Notes.

Nature of Operations

The Company was formed as a special purpose entity to hold all rights, title and interest in new franchise agreements for all Applebee's Neighborhood Grill and Bar® (Applebee's) restaurants in the United States effective after September 30, 2014 (the Agreements) and all accrued and future rights to collection under the Agreements. In its capacity as the franchisor, the Company enters into all additional development and franchise agreements for Applebee's® restaurants within the United States (including all substitute or replacement franchise agreements for existing Applebee's restaurants).

As of January 3, 2016, there were 104 Applebee's restaurants subject to franchise agreements held by the Company located in 18 states. Twenty-three restaurants were located in Indiana; no more than 14 restaurants were located in any other individual state.

1. Formation and Business (continued)

Profits and Losses and Distributions

All profit and losses and distributions will be allocated entirely to the Member.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities, if any, at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates are made in the calculation and assessment of income taxes, allowance for doubtful accounts and contingencies. On an ongoing basis, the Company evaluates its estimates based on historical experience, current conditions and various other assumptions that are believed to be reasonable under the circumstances. The Company adjusts such estimates and assumptions when facts and circumstances dictate. Actual results could differ from those estimates.

Revenue Recognition

Franchise revenues consist primarily of royalty revenues and franchise fees.

Royalties are recognized in the period in which the sales are reported to have been earned, which occurs at the franchisees' point of sale. Initial franchise fees are recognized upon the opening of a restaurant, which is when the Company has performed substantially all initial services required by the franchise agreement. Fees from development agreements are deferred and recorded into income as restaurants under the development agreement are opened.

Receivables primarily include deferred development fee and royalty receivables due from franchisees.

Concentration of Credit Risk

The Company's cash and receivables are potentially subject to concentration of credit risk. Cash is placed with financial institutions that management believes are creditworthy. The Company does not believe that it is exposed to any significant credit risk on cash. At times, cash balances may be in excess of FDIC insurance limits. Receivables are derived from revenues earned from franchisees located in the United States.

2. Summary of Significant Accounting Policies (continued)

As of January 3, 2016, three franchisees owned 38, 23 and 18 Applebee's restaurants, respectively, representing 76% of the Company's restaurants. Revenues from these franchisees represented 32%, 14% and 25% of total franchise revenues, respectively, for the year ended January 3, 2016.

Allowance for Credit Losses

The Company determines the allowance based on historical experience, current payment patterns and assessment of franchisees' ability to pay outstanding balances. The primary indicator of credit quality is delinquency, which is considered to be a receivable balance greater than 90 days past due. Allowance for doubtful accounts is continually reviewed. Past due balances are reviewed individually for collectability. Account balances are charged against the allowance after all collection efforts have been exhausted and the potential for recovery is considered remote.

Income Taxes

Consolidated federal income tax returns are filed by DineEquity. The Company files as part of the consolidated returns of DineEquity. The Company provides for federal and state income tax by applying an effective tax rate to income before taxes. The Company utilizes the liability method of accounting for income taxes, under which deferred taxes are determined based on the temporary differences between the financial statement and tax bases of assets and liabilities using enacted tax rates. A valuation allowance is recorded when it is more likely than not that some of the deferred tax assets will not be realized.

The Company determines its tax contingencies in accordance with U.S. GAAP governing the accounting for contingencies. The Company records estimated tax liabilities to the extent the contingencies are probable and can be reasonably estimated. The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by taxing authorities including all appeals or litigation processes, based on its technical merits. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate resolution. For each reporting period, management applies a consistent methodology to measure and adjust all uncertain tax positions based on the available information.

Pre-opening Expenses

Expenditures related to the opening of new or relocated restaurants are charged to expense when incurred and are included as franchise expenses in the Statement of Income.

3. Receivables

Receivables primarily relate to royalties due from franchisees. The Company estimated no allowance for doubtful accounts was necessary as of January 3, 2016.

4. Deferred Revenue

The Company executes development agreements that grant a franchisee the exclusive rights to a specific territory in exchange for the franchisee commitment to open a required number of restaurants in a territory according to a predetermined schedule. The Company receives payments in advance from its franchisees based upon the number of restaurants estimated to be developed as set forth in each development agreement. The Company, in its role as franchisor, provides the franchisee with current restaurant design specifications, demographics and other studies and may review the site selection made by the franchisee. As of January 3, 2016, the Company has recorded advance payments of $0.5 million in the balance sheet as current deferred revenue for those franchise restaurants estimated to open in the next twelve months and $0.5 million in its non-current deferred revenue for those franchise restaurants estimated to open after the next twelve months. The payments in advance will be recognized as revenue in accordance with the Company's accounting policy described in Note 2.

5. Related Party Transactions

Receivable from Member and due to affiliates represent the accumulated balance due from the Member and the accumulated balance due to DineEquity and its other subsidiaries, respectively, for transactions handled on behalf of the Company including cash collection on receivable accounts and cash disbursement to vendors.

Applebee's International, Inc. allocates costs of general and administrative services to the Company, including information technology, human resources, quality assurance, training, legal, payroll, audit, tax, and communication. These costs are allocated on a basis the Company believes to be reasonable, primarily proportional allocation based on revenue, or specific identification, where applicable. The Company cannot estimate with any reasonable certainty what the charges for similar transactions would have been on a stand-alone basis. The total amount of allocated costs charged to the Company of $1.2 million for the fiscal year ended January 3, 2016 is included in general and administrative expenses in the statement of income.

In April 2015, DineEquity borrowed $9 million from the Company at an interest rate of 6.25% per annum. For the fiscal year ended January 3, 2016, interest income of $0.3 million is included in other income, net on the statement of income. As of January 3, 2016, all monies were repaid and no balance was due to the Company.

6. Commitments and Contingencies

The Company is subject to lawsuits, governmental inspections, administrative proceedings, audits, and claims arising in the ordinary course of business. Some of these lawsuits purport to be class actions and/or seek substantial damages. The Company is required to record an accrual for litigation loss contingencies that are both probable and reasonably estimable. Management regularly assesses the Company's insurance deductibles, analyzes litigation information with the Company's attorneys and evaluates its loss experience in connection with pending legal proceedings. While the Company does not presently believe that any of the legal proceedings to which the Company is currently a party will ultimately have a material adverse impact on the Company, there can be no assurance that the Company will prevail in all the proceedings the Company is party to, or that the Company will not incur material losses from them.

7. Income Taxes

The Company is a disregarded entity for both federal and state tax filing purposes. Its results are included in the consolidated tax returns of DineEquity, Inc. The provision for income taxes in the financial statement is computed on a standalone return basis and includes a deferred provision in accordance with U.S. GAAP.

The provision for income taxes for the fiscal year ended January 3, 2016 is as follows:

	(In thousands)
Provision for income taxes:	
Current	
Federal	$ 1,454
State	170
	1,624
Deferred	
Federal	(12)
State	1
	(11)
Provision for income taxes	$ 1,613

The provision for income taxes for the fiscal year ended January 3, 2016 differs from the expected federal income tax rates as follows:

Statutory federal income tax rate	35.0%
State and other taxes, net of federal tax benefit	2.6%
Effective tax rate	37.6%

7. Income Taxes (continued)

The Company's deferred tax asset of $0.5 million as of January 3, 2016 related to deferred revenue. The Company had no deferred tax liabilities as of January 3, 2016.

The Company considers evidence, both positive and negative, that could impact the assessment of future realization of deferred tax assets. As of January 3, 2016, management determined that, based on available evidence, there was no valuation allowance against deferred tax assets necessary. The Company had no unrecognized tax benefits as of January 3, 2016.

8. Subsequent Events

The Company has evaluated subsequent events for potential recognition or disclosure through March 18, 2016, the date the financial statements are considered issued.

FINANCIAL STATEMENTS

Applebee's Franchisor LLC

Period from August 25, 2014 through January 25, 2015

With Report of Independent Auditors

Ernst & Young LLP

Applebee's Franchisor LLC

Financial Statements

Period from August 25, 2014 through January 25, 2015

Contents

Building a better working world

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Report of Independent Auditors

Member of Applebee's Franchisor LLC

We have audited the accompanying financial statements of Applebee's Franchisor LLC, a wholly-owned subsidiary of Applebee's Funding LLC ("the Company"), which comprise the balance sheet as of January 25, 2015, and the related statements of income, member's equity and cash flows for the period from August 25, 2014 through January 25, 2015.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the balance sheet is free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Building a better working world

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Applebee's Franchisor LLC at January 25, 2015, and the results of its operation and its cash flows for the period from August 25, 2014 through January 25, 2015, in conformity with U.S. generally accepted accounting principles.

March 23, 2015
Los Angeles, California

Ernst + Young LLP

Applebee's Franchisor LLC

Balance Sheet

January 25, 2015

Assets	
Current assets:	
Cash	$ 16,860,660
Receivables	157,132
Deferred taxes	198,256
Total current assets	17,216,048
Deferred income taxes	259,955
Total assets	$ 17,476,003
Liabilities and member's equity	
Current liabilities:	
Deferred revenue	$ 527,500
Income taxes payable	552,393
Due to affiliates	81,252
Total current liabilities	1,161,145
Long-term deferred revenue	691,666
Commitments and contingencies	
Member's equity:	
Contributed capital	15,645,836
Receivable from Member	(179,053)
Retained earnings	156,409
Total member's equity	15,623,192
Total liabilities and member's equity	$ 17,476,003

See accompanying notes to the financial statements.

Applebee's Franchisor LLC

Statement of Income

Period from August 25, 2014 through January 25, 2015

Revenues	
Franchise revenues	$ 180,506
Costs and Expenses	
Franchise expenses	18,681
General and administrative	71,937
Total costs and expenses	90,618
Other income, net	160,703
Income before income taxes	250,591
Provision for income taxes	94,182
Net income	$ 156,409

See accompanying notes to the financial statements.

Applebee's Franchisor LLC

Statement of Member's Equity

	Contributed Capital	Receivable From Member	Retained Earnings	Total
Balance, August 25, 2014	$ 16,500,001	$ —	$ —	$ 16,500,001
Transfer of Obligations from Member	(1,054,165)	—	—	(1,054,165)
Contributions from Member	200,000	—	—	200,000
Receivable from Member	—	(179,053)	—	(179,053)
Net income	—	—	156,409	156,409
Balance, January 25, 2015	$ 15,645,836	$ (179,053)	$ 156,409	$ 15,623,192

See accompanying notes to the financial statements.

Applebee's Franchisor LLC

Statement of Cash Flows

Period from August 25, 2014 through January 25, 2015

Operating activities	
Net income	$ 156,409
Adjustments to reconcile net income to cash flows provided by operating activities	
Deferred income taxes	(458,211)
Changes in operating assets and liabilities	
Receivables	(89,631)
Income taxes payable	552,393
Deferred revenue	97,500
Cash flows provided by operating activities	258,460
Financing activities	
Distributions to Member	(5,500,000)
Contributions from Member	5,700,000
Receivable from Member	(179,053)
Due to affiliates	81,252
Cash flows provided by financing activities	102,199
Net change in cash	360,659
Cash at beginning of period	16,500,001
Cash at end of period	$ 16,860,660

Applebee's Franchisor LLC

Notes to the Financial Statements

January 25, 2015

1. Formation and Business

Organization

Applebee's Franchisor LLC (the Company) is a single-member limited liability company formed in Delaware on July 28, 2014, and is governed by the limited liability company agreement dated July 28, 2014. The Company is a wholly-owned subsidiary of Applebee's Funding LLC (Funding or the Member), which, through various entities, is a wholly-owned subsidiary of Applebee's International, Inc., which is a wholly-owned subsidiary of DineEquity, Inc. (DineEquity).

On September 30, 2014, the Member and a sister entity (the Co-Issuers), each a special purpose, wholly-owned indirect subsidiary of DineEquity, issued $1.3 billion of Series 2014-1 4.277% Fixed Rate Senior Notes, Class A-2 (the Class A-2 Notes) in an offering exempt from registration under the Securities Act of 1933, as amended. The Co-Issuers also entered into a revolving financing facility of Series 2014-1 Variable Funding Senior Notes Class A-1 (the Variable Funding Notes), which allows for drawings of up to $100 million of Variable Funding Notes and the issuance of letters of credit. The Class A-2 Notes and the Variable Funding Notes are referred to collectively as the "Notes." The Notes were issued in a securitization transaction pursuant to which substantially all of DineEquity's domestic revenue-generating assets and domestic intellectual property, are held by the Co-Issuers and certain other special-purpose, wholly-owned indirect subsidiaries of DineEquity (the Guarantors) that act as guarantors of the Notes and that have pledged substantially all of their assets to secure the Notes.

Nature of Operations

The Company was formed as a special purpose entity to hold all rights, title and interest in new franchise agreements for Applebee's restaurants in the United States effective after September 30, 2014 (the Agreements) and all accrued and future rights to collection under the Agreements. In its capacity as the franchisor, the Company enters into all additional development and franchise agreements for Applebee's restaurants within the United States (including all substitute or replacement franchise agreements for existing Applebee's restaurants).

As of January 25, 2015, there were four Applebee's restaurants subject to franchise agreements held by the Company located in four states.

Contributions

On August 21, 2014, the Member contributed $16,500,001 of cash to the Company representing 100% ownership. On September 30, 2014, the Company assumed the rights and obligations under all existing development agreements for Applebee's domestic restaurants, which resulted in the recognition of $1,054,165 of deferred revenue and a reduction of contributed capital for the same amount.

1. Formation and Business (continued)

Profits and Losses and Distributions

All profit and losses and distributions will be allocated entirely to the Member.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities, if any, at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates are made in the calculation and assessment of income taxes, allowance for doubtful accounts and contingencies. On an ongoing basis, the Company evaluates its estimates based on historical experience, current conditions and various other assumptions that are believed to be reasonable under the circumstances. The Company adjusts such estimates and assumptions when facts and circumstances dictate. Actual results could differ from those estimates.

Concentration of Credit Risk

The Company's cash and accounts receivable are potentially subject to concentration of credit risk. Cash is placed with financial institutions that management believes are creditworthy. The Company does not believe that it is exposed to any significant credit risk on cash. At times, cash balances may be in excess of FDIC insurance limits. Receivables are derived from revenues earned from franchisees located in the United States.

Revenue Recognition

The Company's revenues are recorded in one category: franchise revenues.

Franchise revenues consist primarily of royalty revenues and franchise fees.

Royalties are recognized in the period in which the sales are reported to have been earned, which occurs at the franchisees' point of sale. Initial franchise fees are recognized upon the opening of a restaurant, which is when the Company has performed substantially all initial services required by the franchise agreement. Fees from development agreements are deferred and recorded into income as restaurants under the development agreement are opened.

2. Summary of Significant Accounting Policies (continued)

Accounts receivable primarily includes deferred development fee and royalty receivables due from franchisees.

Allowance for Credit Losses

The Company determines the allowance based on historical experience, current payment patterns and assessment of franchisees' ability to pay outstanding balances. The primary indicator of credit quality is delinquency, which is considered to be a receivable balance greater than 90 days past due. The allowance for doubtful accounts is continually reviewed. Past due balances are reviewed individually for collectability. Account balances are charged against the allowance after all collection efforts have been exhausted and the potential for recovery is considered remote.

Income Taxes

Consolidated federal income tax returns are filed by DineEquity. The Company files as part of the consolidated returns of DineEquity. However, the Company provides for federal and state income tax by applying an effective tax rate to income before taxes. The Company utilizes the liability method of accounting for income taxes. Under the liability method, deferred taxes are determined based on the temporary differences between the financial statement and tax bases of assets and liabilities using enacted tax rates. A valuation allowance is recorded when it is more likely than not that some of the deferred tax assets will not be realized.

All federal taxes payable and federal deferred tax assets or liabilities are included in the balance sheet.

Pre-opening Expenses

Expenditures related to the opening of new or relocated restaurants are charged to expense when incurred.

Fair Value of Financial Instruments

The Company believes the fair values of accounts receivable and amounts due on demand from affiliates and Member approximate their carrying amounts due to their short duration.

Comprehensive Income

The Company has no items of other comprehensive income.

3. Receivables

Included in the $157,132 accounts receivable balance at January 25, 2015 is $115,000 of deferred development fees. The remainder of the accounts receivable balance is primarily related to royalties due from franchisees. As of January 25, 2015, the Company did not have an allowance for doubtful accounts.

4. Deferred Revenue

The Company executes development agreements that grant a franchisee exclusive rights to a specific territory in exchange for the franchisee commitment to open a required number of restaurants in a territory according to a predetermined schedule. On September 30, 2014, the Company obtained the rights and obligations under all existing development agreements for Applebee's restaurants through a contribution from the Member, which resulted in the recognition of $1,054,165 of deferred revenue and a reduction of contributed capital for the same amount. The Company receives payments in advance from its franchisees based upon the number of restaurants estimated to be developed as set forth in each development agreement. The Company, in its role as franchisor, will assist with site selection and provides the franchisee with current restaurant design specifications, demographics, and other studies. As of January 25, 2015, the Company has recorded advance payments of $527,500 in the balance sheet as current deferred revenue for those franchise restaurants estimated to open in the next twelve months; and $691,666 in its non-current deferred revenue for those franchise restaurants estimated to open after the next twelve months. The payments in advance will be recognized as revenue in accordance with the Company's accounting policy described in Note 2.

5. Related Party Transactions

Receivable from Member and Due to affiliates represent the accumulated balance due from the Member and the accumulated balance due to DineEquity and its other subsidiaries, respectively, for transactions handled on behalf of the Company including cash collection on receivable accounts and cash disbursement to vendors.

Applebee's International, Inc. allocates costs of general and administrative services to the Company, including information technology, human resources, quality assurance, training, legal, payroll, audit, tax, and communication. These costs are allocated on a basis the Company believes to be reasonable, primarily proportional allocation based on revenue, or specific identification, where applicable. The Company cannot estimate with any reasonable certainty what the charges for similar transactions would have been on a stand-alone basis. However, the Company believes the charges are indicative of what it could have incurred on a stand-alone basis. The total amount of allocated costs charged to the Company of $36,764 for the period from August 25, 2014 to January 25, 2015 is included in general and administrative expenses in the statement of income.

5. Related Party Transactions (continued)

In September 2014, DineEquity borrowed $10 million from the Company at an interest rate of 6.5% per annum. For the period from August 25, 2014 to January 25, 2015, interest income of $163,194 is included in other expense (income), net on the statement of income. As of January 25, 2015, all monies were repaid and no balance was due to the Company.

6. Commitments and Contingencies

The Company is subject to various lawsuits, claims and governmental inspections or audits arising in the ordinary course of business. Some of these lawsuits purport to be class actions and/or seek substantial damages. In the opinion of management, these matters are adequately covered by insurance or, if not so covered, are without merit or are of such a nature or involve amounts that would not have a material adverse impact on the Company's business or financial statements.

7. Income Taxes

The Company is a disregarded entity for both federal and state tax filing purposes. Its results are included in the consolidated tax returns of DineEquity, Inc. The provision for income taxes in the financial statement is computed on a standalone return basis and includes a deferred provision in accordance with U.S. GAAP.

The provision for income taxes for the period from August 25, 2014 to January 25, 2015 is as follows:

Provision for income taxes:	
Current	
Federal	$ 493,965
State	58,428
	552,393
Deferred	
Federal	(409,745)
State	(48,466)
	(458,211)
Provision for income taxes	$ 94,182

The provision for income taxes for the period from August 25, 2014 to January 25, 2015 differs from the expected federal income tax rates as follows:

Statutory federal income tax rate	35.0%
State and other taxes, net of federal tax benefit	2.6%
Effective tax rate	37.6%

7. Income Taxes (continued)

Net deferred tax assets consist of the following components:

	January 25, 2015
Deferred franchise fees	$ 458,211
Deferred tax assets	458,211
Valuation allowance	—
Total deferred tax assets after valuation allowance	458,211
Deferred tax liabilities	—
Net deferred tax assets	$ 458,211
Net deferred tax asset – current	$ 198,256
Valuation allowance	—
Net deferred tax asset – current	198,256
Net deferred tax asset – noncurrent	259,955
Valuation allowance	—
Net deferred tax asset – noncurrent	259,955
Net deferred tax assets	$ 458,211

8. Subsequent Event

The Company has evaluated subsequent events for potential recognition or disclosure through March 23, 2015, the date the financial statements are considered issued.

Item 8. Financial Statements and Supplementary Data.

Index to Consolidated Financial Statements

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders of DineEquity, Inc. and Subsidiaries:

We have audited the accompanying consolidated balance sheets of DineEquity, Inc. and Subsidiaries as of January 1, 2017 and January 3, 2016, and the related consolidated statements of comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended January 1, 2017. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of DineEquity, Inc. and Subsidiaries at January 1, 2017 and January 3, 2016, and the consolidated results of their operations and their cash flows for each of the three years in the period ended January 1, 2017, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), DineEquity, Inc. and Subsidiaries' internal control over financial reporting as of January 1, 2017, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 1, 2017 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

Los Angeles, California
March 1, 2017

DineEquity, Inc. and Subsidiaries
Consolidated Balance Sheets
(In thousands, except share amounts)

	December 31, 2016	December 31, 2015
Assets		
Current assets:		
Cash and cash equivalents	$ 140,535	$ 144,785
Receivables, net	141,389	139,206
Restricted cash	30,256	32,528
Prepaid gift card costs	47,115	46,792
Prepaid income taxes	2,483	5,186
Other current assets	4,370	4,212
Total current assets	366,148	372,709
Long-term receivables, net	141,152	160,695
Property and equipment, net	205,055	219,580
Goodwill	697,470	697,470
Other intangible assets, net	763,431	772,949
Deferred rent receivable	86,981	90,030
Other non-current assets, net	18,346	18,417
Total assets	$ 2,278,583	$ 2,331,850
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 50,503	$ 55,019
Gift card liability	170,812	167,657
Dividends payable	17,465	17,082
Accrued employee compensation and benefits	14,609	25,085
Current maturities of capital lease and financing obligations	13,144	14,320
Accrued advertising	6,369	8,758
Accrued interest payable	4,308	4,257
Other accrued expenses	9,102	6,251
Total current liabilities	286,312	298,429
Long-term debt, net	1,282,691	1,279,473
Capital lease obligations, less current maturities	74,665	84,781
Financing obligations, less current maturities	39,499	42,395
Deferred income taxes, net	253,898	269,469
Deferred rent payable	69,572	69,397
Other non-current liabilities	19,174	20,683
Total liabilities	2,025,811	2,064,627
Commitments and contingencies		
Stockholders' equity:		
Common stock, $0.01 par value; shares: 40,000,000 authorized; 2016 - 25,134,223 issued, 17,969,636 outstanding; 2015 - 25,186,048 issued, 18,535,027 outstanding	251	252
Additional paid-in-capital	292,809	286,952
Retained earnings	382,082	351,923
Accumulated other comprehensive loss	(107)	(107)
Treasury stock, at cost; shares: 2016 - 7,164,587; 2015 - 6,651,021	(422,263)	(371,797)
Total stockholders' equity	252,772	267,223
Total liabilities and stockholders' equity	$ 2,278,583	$ 2,331,850

See the accompanying notes to the consolidated financial statements.

DineEquity, Inc. and Subsidiaries
Consolidated Statements of Comprehensive Income
(In thousands, except per share amounts)

	Year Ended December 31,		
	2016	2015	2014
Revenues:			
Franchise and restaurant revenues	$ 501,745	$ 542,606	$ 518,579
Rental revenues	123,037	127,650	122,932
Financing revenues	9,191	10,844	13,477
Total revenues	633,973	681,100	654,988
Cost of revenues:			
Franchise and restaurant expenses	162,860	186,986	184,411
Rental expenses	91,540	94,588	94,637
Financing expenses	155	520	825
Total cost of revenues	254,555	282,094	279,873
Gross profit	379,418	399,006	375,115
General and administrative expenses	148,935	155,428	145,910
Interest expense	61,479	63,254	96,637
Amortization of intangible assets	9,981	10,000	12,063
Closure and impairment charges	5,092	2,576	3,721
Loss on extinguishment of debt	—	—	64,859
Loss (gain) on disposition of assets	809	(901)	329
Income before income tax provision	153,122	168,649	51,596
Income tax provision	(55,130)	(63,726)	(15,143)
Net income	97,992	104,923	36,453
Other comprehensive income (loss), net of tax:			
Adjustment to unrealized loss on available-for-sale investments	—	—	107
Foreign currency translation adjustment	—	(34)	(16)
Total comprehensive income	$ 97,992	$ 104,889	$ 36,544
Net income available to common stockholders:			
Net income	$ 97,992	$ 104,923	$ 36,453
Less: Net income allocated to unvested participating restricted stock	(1,387)	(1,400)	(521)
Net income available to common stockholders	$ 96,605	$ 103,523	$ 35,932
Net income available to common stockholders per share:			
Basic	$ 5.36	$ 5.55	$ 1.92
Diluted	$ 5.33	$ 5.52	$ 1.90
Weighted average shares outstanding:			
Basic	18,030	18,637	18,753
Diluted	18,125	18,768	18,956
Dividends declared per common share	$ 3.73	$ 3.545	$ 3.13
Dividends paid per common share	$ 3.68	$ 3.50	$ 2.25

See the accompanying notes to the consolidated financial statements.

DineEquity, Inc. and Subsidiaries
Consolidated Statements of Stockholders' Equity
(In thousands)

	Common Stock					Treasury Stock		
	Shares Outstanding	Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Shares	Cost	Total
Balance at December 31, 2013	19,041	$ 253	$ 274,202	$ 336,578	$ (164)	6,258	$ (295,690)	$ 315,179
Net income	—	—	—	36,453	—	—	—	36,453
Other comprehensive loss	—	—	—	—	91	—	—	91
Purchase of DineEquity common stock	(388)	—	—	—	—	388	(32,006)	(32,006)
Reissuance of treasury stock	360	—	(4,793)	—	—	(360)	13,000	8,207
Net issuance of shares for stock plans	(21)	(1)	1	—	—	—	—	—
Repurchase of restricted shares for taxes	(38)		(3,194)	—	—	—	—	(3,194)
Stock-based compensation	—	—	9,319	—	—	—	—	9,319
Tax benefit from stock-based compensation	—	—	4,316	—	—	—	—	4,316
Dividends on common stock	—	—	95	(59,387)	—	—	—	(59,292)
Balance at December 31, 2014	18,954	252	279,946	313,644	(73)	6,286	(314,696)	279,073
Net income	—	—	—	104,923	—	—	—	104,923
Other comprehensive gain	—	—	—	—	(34)	—	—	(34)
Purchase of DineEquity common stock	(722)	—	—	—	—	722	(70,014)	(70,014)
Reissuance of treasury stock	357	—	(3,377)	—	—	(357)	12,913	9,536
Net issuance of shares for stock plans	(21)	—	—	—	—	—	—	—
Repurchase of restricted shares for taxes	(33)	—	(3,499)	—	—	—	—	(3,499)
Stock-based compensation	—	—	8,892	—	—	—	—	8,892
Tax benefit from stock-based compensation	—	—	4,862	—	—	—	—	4,862
Dividends on common stock	—	—	128	(66,644)	—	—	—	(66,516)
Balance at December 31, 2015	18,535	252	286,952	351,923	(107)	6,651	(371,797)	267,223
Net income	—	—	—	97,992	—	—	—	97,992
Purchase of DineEquity common stock	(650)	—	—	—	—	650	(55,343)	(55,343)
Reissuance of treasury stock	137	—	(3,468)	—	—	(137)	4,877	1,409
Net issuance of shares for stock plans	(19)	(1)	1	—	—	—	—	—
Repurchase of restricted shares for taxes	(33)	—	(2,859)	—	—	—	—	(2,859)
Stock-based compensation	—	—	10,926	—	—	—	—	10,926
Tax benefit from stock-based compensation	—	—	1,132	—	—	—	—	1,132
Dividends on common stock	—	—	125	(67,833)	—	—	—	(67,708)
Balance at December 31, 2016	17,970	$ 251	$ 292,809	$ 382,082	$ (107)	7,165	$ (422,263)	$ 252,772

See the accompanying notes to the consolidated financial statements.

DineEquity, Inc. and Subsidiaries
Consolidated Statements of Cash Flows
(In thousands)

	Year Ended December 31,		
	2016	2015	2014
Cash flows from operating activities			
Net income	$ 97,992	$ 104,923	$ 36,453
Adjustments to reconcile net income to cash flows provided by operating activities:			
Depreciation and amortization	30,606	32,840	34,745
Non-cash interest expense	3,218	3,074	5,770
Loss on extinguishment of debt	—	—	64,859
Closure and impairment charges	2,621	2,576	3,687
Deferred income taxes	(14,434)	(13,987)	(24,387)
Non-cash stock-based compensation expense	10,926	8,892	9,319
Tax benefit from stock-based compensation	1,132	4,862	4,316
Excess tax benefit from stock options exercised	(1,019)	(4,794)	(5,028)
Loss (gain) on disposition of assets	809	(901)	329
Other	(1,302)	(6,323)	(3,344)
Changes in operating assets and liabilities:			
Accounts receivable, net	3,178	(5,239)	(7,326)
Current income tax receivables and payables	(909)	2,073	(11,717)
Gift card receivables and payables	(4,288)	21,735	3,555
Prepaid expenses and other current assets	(156)	(1,995)	273
Accounts payable	89	4,546	2,778
Accrued employee compensation and benefits	(10,476)	(594)	767
Accrued interest payable	51	(9,869)	551
Other current liabilities	72	(6,310)	2,924
Cash flows provided by operating activities	118,110	135,509	118,524
Cash flows from investing activities			
Principal receipts from notes, equipment contracts and other long-term receivables	18,689	21,328	15,284
Proceeds from sale of property and equipment	—	10,782	681
Additions to property and equipment	(5,637)	(6,642)	(5,937)
Other	(503)	(267)	540
Cash flows provided by investing activities	12,549	25,201	10,568
Cash flows from financing activities			
Dividends paid on common stock	(67,429)	(66,164)	(42,733)
Repurchase of DineEquity common stock	(55,343)	(70,014)	(32,006)
Principal payments on capital lease and financing obligations	(13,978)	(14,226)	(11,825)
Proceeds from issuance of long-term debt	—	—	1,300,000
Repayment of long-term debt (including premiums)	—	—	(1,264,086)
Change in restricted cash	2,272	19,733	(66,298)
Payment of debt issuance and debt modification costs	—	(89)	(24,192)
Proceeds from stock options exercised	1,409	9,536	8,207
Tax payments for restricted stock upon vesting	(2,859)	(3,499)	(3,194)
Excess tax benefit from stock options exercised	1,019	4,794	5,028
Cash flows used in financing activities	(134,909)	(119,929)	(131,099)
Net change in cash and cash equivalents	(4,250)	40,781	(2,007)
Cash and cash equivalents at beginning of year	144,785	104,004	106,011
Cash and cash equivalents at end of year	$ 140,535	$ 144,785	$ 104,004
Supplemental disclosures			
Interest paid	$ 69,051	$ 81,809	$ 104,164
Income taxes paid	$ 69,812	$ 70,694	$ 47,226

See the accompanying notes to the consolidated financial statements.

DineEquity, Inc. and Subsidiaries
Notes to the Consolidated Financial Statements

1. The Company

The first International House of Pancakes® ("IHOP") restaurant opened in 1958 in Toluca Lake, California. Shortly thereafter, the Company began developing and franchising additional restaurants. The Company was incorporated as IHOP Corp. under the laws of the State of Delaware in 1976. In November 2007, the Company acquired Applebee's International, Inc., which became a wholly-owned subsidiary of the Company. Effective June 2, 2008, the name of the Company was changed to DineEquity, Inc. ("DineEquity"). The Company owns, franchises and operates two restaurant concepts: Applebee's Neighborhood Grill and Bar® ("Applebee's"), in the bar and grill segment within the casual dining category of the restaurant industry, and IHOP in the family dining category of the restaurant industry.

As of December 31, 2016, there was a total of 1,733 IHOP® restaurants, of which 1,556 were subject to franchise agreements, 167 were subject to area license agreements and 10 were company-operated restaurants. These IHOP restaurants were located in all 50 states of the United States, the District of Columbia, three United States territories and ten countries outside of the United States. As of December 31, 2016, there were a total of 2,016 Applebee's® restaurants, all of which were subject to franchise agreements. These Applebee's restaurants were located in all 50 states of the United States, two United States territories and 15 countries outside of the United States.

References herein to Applebee's and IHOP restaurants are to these restaurant concepts, whether operated by franchisees, area licensees or the Company. Retail sales at restaurants that are owned by franchisees and area licensees are not attributable to the Company.

2. Basis of Presentation and Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of DineEquity, Inc. and its wholly-owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

Fiscal Periods

The Company has a 52/53 week fiscal year that ends on the Sunday nearest to December 31 of each year. In a 52-week fiscal year, each fiscal quarter contains 13 weeks, comprised of two, four-week fiscal months followed by a five-week fiscal month. In a 53-week fiscal year, the last month of the fourth fiscal quarter contains six weeks. For convenience, the Company refers to all fiscal years as ending on December 31 and fiscal quarters as ending on March 31, June 30 and September 30. The 2016 fiscal year ended January 1, 2017 and contained 52 weeks. The 2015 fiscal year ended January 3, 2016 and contained 53 weeks; the 2014 fiscal year ended December 28, 2014 and contained 52 weeks.

Use of Estimates

The preparation of financial statements in conformity with United States generally accepted accounting principles ("U.S. GAAP") requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities, if any, at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates are made in the calculation and assessment of the following: impairment of tangible and intangible assets; income taxes; allowance for doubtful accounts and notes receivables; lease accounting estimates; contingencies; and stock-based compensation. On an ongoing basis, the Company evaluates its estimates based on historical experience, current conditions and various other assumptions that are believed to be reasonable under the circumstances. The Company adjusts such estimates and assumptions when facts and circumstances dictate. Actual results could differ from those estimates.

Concentration of Credit Risk

The Company's cash, cash equivalents and accounts receivable are potentially subject to concentration of credit risk. Cash and cash equivalents are placed with financial institutions that management believes are creditworthy. The Company does not believe that it is exposed to any significant credit risk on cash and cash equivalents. At times, cash and cash equivalent balances may be in excess of FDIC insurance limits.

Accounts receivable are derived from revenues earned from franchisees and area licensees located primarily in the United States. Financing receivables arise from the financing of restaurant equipment, leases or franchise fees with the Company by IHOP franchisees. The Company is subject to a concentration of credit risk with respect to receivables from franchisees that own a large number of Applebee's or IHOP restaurants. As of December 31, 2016, there were two franchisees that owned 400

2. Basis of Presentation and Summary of Significant Accounting Policies (Continued)

or more restaurants each (one Applebee's franchisee and one franchisee with cross-brand ownership). These franchisees operated 903 Applebee's and IHOP restaurants in the United States, which comprised 26% of the total Applebee's and IHOP franchise and area license restaurants in the United States. Revenues from these franchisees represented 15.6%, 15.1%, and 13.2% of total consolidated revenue for the years ended December 31, 2016, 2015 and 2014, respectively, with no single franchisee representing more than 10% of total consolidated revenue in either year. Receivables from these franchisees totaled \$20.1 million and \$19.0 million at December 31, 2016 and 2015, respectively.

Cash and Cash Equivalents

The Company considers all highly liquid investment securities with remaining maturities at the date of purchase of three months or less to be cash equivalents. These cash equivalents are stated at cost which approximates market value. Cash held related to IHOP advertising funds and the Company's gift card programs is classified as unrestricted cash as there are no restrictions on the use of these funds. Total cash balances related to the IHOP advertising funds and the Company's gift card programs were \$63.3 million and \$76.3 million as of December 31, 2016 and 2015, respectively.

Restricted Cash

Current

Current restricted cash of \$30.3 million at December 31, 2016 primarily consisted of \$25.7 million of funds required to be held in trust in connection with the Company's securitized debt and \$4.3 million of funds from Applebee's franchisees pursuant to franchise agreements, usage of which was restricted to advertising activities. Current restricted cash of \$32.5 million at December 31, 2015 consisted of \$28.4 million of funds required to be held in trust in connection with the Company's securitized debt and \$4.1 million of funds from Applebee's franchisees pursuant to franchise agreements, usage of which was restricted to advertising activities.

Non-current

Non-current restricted cash of \$14.7 million as of December 31, 2016 and 2015 represents interest reserves required to be set aside for the duration of the securitized debt and is included in other non-current assets, net in the consolidated balance sheets.

Property and Equipment

Property and equipment are stated at cost, net of accumulated depreciation. Properties under capital leases are stated at the present value of the minimum lease payments. Depreciation is computed using the straight-line method over the estimated useful lives of the assets or remaining useful lives. Leasehold improvements and properties under capital leases are amortized on a straight-line basis over their estimated useful lives or the lease term, if less. The Company has capitalized certain costs incurred in connection with the development of internal-use software which are included in equipment and fixtures and amortized over the expected useful life of the asset. The general ranges of depreciable and amortizable lives are as follows:

Category	Depreciable Life
Buildings and improvements......................	25 - 40 years
Leaseholds and improvements	Shorter of primary lease term or between three to 40 years
Equipment and fixtures	Two to 10 years
Properties under capital leases	Primary lease term or remaining primary lease term

Long-Lived Assets

On a regular (at a minimum, semi-annual) basis, the Company assesses whether events or changes in circumstances have occurred that potentially indicate the carrying value of long-lived assets may not be recoverable. The Company tests impairment using historical cash flows and other relevant facts and circumstances as the primary basis for estimates of future cash flows. The Company considers factors such as the number of years a restaurant has been in operation, sales trends, cash flow trends, remaining lease life and other factors which apply on a case-by-case basis. The analysis is performed at the individual restaurant level for indicators of permanent impairment.

Recoverability of a restaurant's assets is measured by comparing the assets' carrying value to the undiscounted future cash flows expected to be generated over the assets' remaining useful life or remaining lease term, whichever is less. If the total expected undiscounted future cash flows are less than the carrying amount of the assets, this may be an indicator of

2. Basis of Presentation and Summary of Significant Accounting Policies (Continued)

impairment. If it is decided that there has been an impairment, the carrying amount of the asset is written down to the estimated fair value as determined in accordance with U.S. GAAP governing fair value measurements. The primary method of estimating fair value is based on a discounted cash flow analysis. A loss resulting from impairment is recognized as a charge against operations.

The Company may decide to close certain company-operated restaurants. Typically such decisions are based on operating performance or strategic considerations. In these instances, the Company reserves, or writes off, the full carrying value of these restaurants as impaired.

See Note 12, Closure and Impairment Charges.

Goodwill and Intangible Assets

Goodwill is recorded when the aggregate purchase price of an acquisition exceeds the estimated fair value of the net identified tangible and intangible assets acquired. Intangible assets resulting from an acquisition are accounted for using the purchase method of accounting and are estimated by management based on the fair value of the assets received. The Company's identifiable intangible assets are comprised primarily of the Applebee's tradename and Applebee's franchise agreements. Identifiable intangible assets with finite lives (franchise agreements) are amortized over the period of estimated benefit using the straight-line method and estimated useful lives. Goodwill and intangible assets considered to have an indefinite life (primarily the Applebee's tradename) are not subject to amortization. The determination of indefinite life is subject to reassessment if changes in facts and circumstances indicate the period of benefit has become finite.

Goodwill has been allocated to three reporting units, the Applebee's company-operated restaurants unit (“Applebee's company unit”), the Applebee's franchised restaurants unit (“Applebee's franchise unit”) and the IHOP franchised restaurants unit (“IHOP franchise unit”), in accordance with U.S. GAAP. The significant majority of the Company's goodwill resulted from the November 29, 2007 acquisition of Applebee's and was allocated between the two Applebee's units. The goodwill allocated to the Applebee's company unit was fully impaired in 2008.

The Company evaluates the goodwill of the Applebee's franchise unit and the indefinite-lived Applebee's tradename for impairment as of October 31 of each year. The Company evaluates the goodwill of the IHOP franchise unit for impairment as of December 31 of each year. In addition to the annual evaluation for impairment, goodwill and indefinite-lived intangible assets are evaluated more frequently if the Company believes indicators of impairment exist.

When evaluating goodwill and indefinite-lived intangible assets for impairment, under U.S. GAAP the Company may first perform an assessment of qualitative factors to determine if the fair value of the reporting unit or the intangible asset is more-likely-than-not greater than the carrying amount. Such qualitative factors include, but are not limited to, macro-economic conditions, market and industry conditions, cost considerations, competitive environment, share price fluctuations, overall financial performance and results of past impairment tests. If, based on a review of the qualitative factors, the Company determines it is not more-likely-than-not that the fair value is less than the carrying value, the Company may bypass the two-step quantitative impairment test. The first step (“Step 1”) of the quantitative impairment test calculates the estimated fair value of each of the reporting units and compares it to the carrying value. If the fair value is in excess of the carrying value, no impairment exists. If Step1 does indicate impairment, a second step (“Step 2”) must take place. Under Step 2, the fair value of the assets and liabilities of the reporting unit are estimated as if the reporting unit were acquired in a business combination. The excess of the fair value of the reporting unit over the amounts assigned to its assets and liabilities is the implied fair value of the goodwill, to which the carrying value of the goodwill must be adjusted.

In performing the quantitative test of goodwill, the Company primarily uses the income approach method of valuation that included the discounted cash flow method as well as other generally accepted valuation methodologies to determine the fair value of goodwill and intangible assets. Significant assumptions used to determine fair value under the discounted cash flow model included future trends in sales, operating expenses, overhead expenses, capital expenditures and changes in working capital, along with an appropriate discount rate based on the Company's estimated cost of equity capital and after-tax cost of debt.

In the process of the Company's annual impairment review of the tradename, the Company primarily uses the relief of royalty method under the income approach method of valuation. Significant assumptions used to determine fair value under the relief of royalty method included future trends in sales, a royalty rate and a discount rate to be applied to the forecast revenue stream.

2. Basis of Presentation and Summary of Significant Accounting Policies (Continued)

Revenue Recognition

The Company's revenues are recorded in four categories: franchise operations, company restaurant operations, rental operations and financing operations.

Franchise operations revenue consists primarily of royalty revenues, sales of proprietary IHOP products, IHOP advertising fees and franchise fees. Rental operations revenue includes revenue from operating leases and interest income from direct financing leases. Company restaurant sales are retail sales at company-operated restaurants. Financing operations revenue consists primarily of interest income from the financing of franchise fees and equipment leases, as well as sales of equipment associated with refranchised IHOP restaurants.

Revenues from franchised and area licensed restaurants include royalties, continuing rent and service fees and initial franchise fees. Royalties are recognized in the period in which the sales are reported to have been earned, which occurs at the franchisees' point of sale. Continuing rent and fees are recognized in the period earned. Initial franchise fees are recognized upon the opening of a restaurant, which is when the Company has performed substantially all initial services required by the franchise agreement. Fees from development agreements are deferred and recorded into income as restaurants under the development agreement are opened. Sales by company-operated restaurants are recognized when food and beverage items are sold. Company restaurant sales are reported net of sales taxes collected from guests that are remitted to the appropriate taxing authorities.

The Company records a liability in the period in which a gift card is sold and recognizes costs associated with our administration of the gift card programs as prepaid assets when the costs are incurred. As gift cards are redeemed, the liability and prepaid asset are reduced. When gift cards are redeemed at a franchisee-operated restaurant, the revenue and related administrative costs are recognized by the franchisee. The Company recognizes revenue and related administrative costs when gift cards are redeemed at company-operated restaurants. The Company recognizes gift card breakage income on gift cards when the assessment of the likelihood of redemption of the gift card becomes remote. This assessment is based upon Applebee's and IHOP's individual historical experience with gift card redemptions in their own program. The Company's gift card breakage revenue for the years ended December 31, 2016, 2015 and 2014 was not material.

Allowance for Credit Losses

The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in existing receivables; however, changes in circumstances relating to receivables may result in changes to the allowance in the future. The Company determines the allowance based on historical experience, current payment patterns, future obligations and the Company's assessment of the franchisee's or area licensee's ability to pay outstanding balances. The primary indicator of credit quality is delinquency, which is considered to be a receivable balance greater than 90 days past due. The Company continually reviews the allowance for doubtful accounts. Past due balances and future obligations are reviewed individually for collectability. Account balances are charged against the allowance after all collection efforts have been exhausted and the potential for recovery is considered remote. Credit losses historically have been within management's expectations.

Leases

The Company is the lessor or sub-lessor of the properties on which 691 IHOP restaurants and three Applebee's restaurants are located. The restaurants are subleased to franchisees or, in a few instances, are operated by the Company. The Company's IHOP leases generally provide for an initial term of 20 to 25 years, with most having one or more five-year renewal options at the Company's option. The rental payments or receipts on leases that meet the operating lease criteria are recorded as rental expense or rental income, respectively. Rental expense and rental income for these operating leases are recognized on the straight-line basis over the original terms of the leases. Any difference between straight-line rent expense or income and actual amounts paid or received represents deferred rent and is included in the consolidated balance sheets as other assets or other liabilities, as appropriate.

The rental payments or receipts on those property leases that meet the capital lease criteria result in the recognition of interest expense or interest income and a reduction of capital lease obligation or financing lease receivable, respectively. Capital lease obligations are amortized based on the Company's incremental borrowing rate and direct financing leases are amortized using the implicit interest rate.

The lease term used for straight-line rent expense is calculated from the date the Company obtains possession of the leased premises through the lease termination date. The Company records rent from the possession date through restaurant open date as expense. Once a restaurant opens for business, the Company records straight-line rent over the lease term plus contingent rent to the extent it exceeded the minimum rent obligation per the lease agreement. The Company uses a consistent lease term

2. Basis of Presentation and Summary of Significant Accounting Policies (Continued)

when calculating depreciation of leasehold improvements, when determining straight-line rent expense and when determining classification of its leases as either operating or capital. For leases that contain rent escalations, the Company records the total rent payable during the lease term, as determined above, on the straight-line basis over the term of the lease (including the rent holiday period beginning upon our possession of the premises), and records the difference between the minimum rents paid and the straight-line rent as a lease obligation. Certain leases contain provisions that require additional rental payments based upon restaurant sales volume ("contingent rent"). Contingent rentals are accrued each period as the liabilities are incurred, in addition to the straight-line rent expense noted above.

Certain lease agreements contain tenant improvement allowances, rent holidays and lease premiums, which are amortized over the shorter of the estimated useful life or lease term. For tenant improvement allowances, the Company also records a deferred rent liability or an obligation in non-current liabilities on the consolidated balance sheets and amortizes the deferred rent over the term of the lease as a reduction to company restaurant expenses in the consolidated statements of comprehensive income.

Pre-opening Expenses

Expenditures related to the opening of new or relocated restaurants are charged to expense when incurred.

Advertising

Franchise fees designated for IHOP's national advertising fund and local marketing and advertising cooperatives are recognized as revenue as the fees are earned and become receivables from the franchisee in accordance with U.S. GAAP governing the accounting for franchise fee revenue. In accordance with U.S. GAAP governing advertising costs, related advertising obligations are accrued and the costs expensed at the same time the related revenue is recognized. Due to different contractual terms in Applebee's marketing agreements, franchise fees designated for Applebee's national advertising fund and local advertising cooperatives constitute agency transactions and are not recognized as revenues and expenses. In both cases, the advertising fees are recorded as a liability against which specific costs are charged. Advertising fees included in IHOP franchise revenue and expense for the years ended December 31, 2016, 2015 and 2014 were $111.3 million, $108.1 million and $90.3 million, respectively.

Advertising expense reflected in the consolidated statements of comprehensive income includes local marketing advertising costs incurred by company-operated restaurants, contributions to the national advertising fund made by Applebee's and IHOP company-operated restaurants and certain advertising costs incurred by the Company to benefit future franchise operations. Costs of advertising are expensed either as incurred or the first time the advertising takes place. Advertising expense included in company restaurant operations for the years ended December 31, 2016, 2015 and 2014 was $0.8 million, $1.9 million and $2.9 million, respectively.

Fair Value Measurements

The Company determines the fair market values of its financial assets and liabilities, as well as non-financial assets and liabilities that are recognized or disclosed at fair value on a recurring basis, based on the fair value hierarchy established in U.S. GAAP. As necessary, the Company measures its financial assets and liabilities using inputs from the following three levels of the fair value hierarchy:

- Level 1 inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2 inputs are observable for the asset or liability, either directly or indirectly, including quoted prices in active markets for similar assets or liabilities.
- Level 3 inputs are unobservable and reflect the Company's own assumptions.

The Company does not have a material amount of financial assets or liabilities that are required under U.S. GAAP to be measured at fair value on either a recurring or non-recurring basis. None of the Company's non-financial assets or non-financial liabilities is required to be measured at fair value on a recurring basis. The Company has not elected to use fair value measurement for any assets or liabilities for which fair value measurement is not presently required.

The Company believes the fair values of cash equivalents, accounts receivable and accounts payable approximate their carrying amounts due to their short duration.

2. Basis of Presentation and Summary of Significant Accounting Policies (Continued)

The fair values of non-current financial instruments, determined based on Level 2 inputs, are shown in the following table:

	December 31, 2016		December 31, 2015	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	(In millions)			
Long-term debt, net	$ 1,282.7	$ 1,286.2	$ 1,279.5	$ 1,306.1

Income Taxes

The Company utilizes the liability method of accounting for income taxes. Under the liability method, deferred taxes are determined based on the temporary differences between the financial statement and tax bases of assets and liabilities using enacted tax rates. A valuation allowance is recorded when it is more likely than not that some or all of the deferred tax assets will not be realized. The Company also determines its tax contingencies in accordance with U.S. GAAP governing the accounting for contingencies. The Company records estimated tax liabilities to the extent the contingencies are probable and can be reasonably estimated. The Company recognizes interest accrued related to unrecognizable tax benefits and penalties as a component of the income tax provision recognized in the Consolidated Statements of Comprehensive Income.

The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by taxing authorities including all appeals or litigation processes, based on its technical merits. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate resolution. For each reporting period, management applies a consistent methodology to measure and adjust all uncertain tax positions based on the available information.

Stock-Based Compensation

Members of the Board of Directors and certain employees are eligible to receive stock options, restricted stock, restricted stock units and performance units pursuant to the DineEquity, Inc. 2016 Stock Incentive Plan. Shares of unvested restricted stock are subject to restrictions on transfer and forfeiture under certain circumstances. The holder of unvested restricted stock has the right to vote and receive regular cash dividends with respect to the shares of unvested restricted stock.

The Company accounts for all stock-based payments to employees and non-employee directors, including grants of stock options, restricted stock and restricted stock units to be recognized in the financial statements, based on their respective grant date fair values. The value of the portion of the award that is ultimately expected to vest is recognized as expense ratably over the requisite service periods. The Company reports the benefits of tax deductions in excess of recognized compensation cost as a financing cash flow.

The grant date fair value of restricted stock and stock-settled restricted stock units is determined based on the Company's stock price on the grant date. The Company estimates the grant date fair value of stock option awards using the Black-Scholes option pricing model, which considers, among other factors, a risk-free interest rate, the expected life of the award and the historical volatility of the Company's stock price. Cash-settled awards are classified as liabilities with the liability and compensation expense related to cash-settled awards adjusted to fair value at each balance sheet date.

Net Income Per Share

Net income per share is calculated using the two-class method prescribed in U.S. GAAP. Basic net income per share is computed by dividing the net income available to common stockholders for the period by the weighted average number of common shares outstanding during the period. Diluted net income per share is computed by dividing the net income available to common stockholders for the period by the weighted average number of common shares and potential shares of common stock outstanding during the period if their effect is dilutive. The Company uses the treasury stock method to calculate the weighted average shares used in the diluted earnings per share calculation. Potentially dilutive common shares include the assumed exercise of stock options and assumed vesting of restricted stock.

Other Comprehensive Income (Loss)

For the years ended December 31, 2016, 2015 and 2014, the income tax benefit or provision allocated to items of other comprehensive income (loss) was not significant.

2. Basis of Presentation and Summary of Significant Accounting Policies (Continued)

Treasury Stock

The Company may from time to time utilize treasury stock when vested stock options are exercised, when restricted stock awards are granted and when restricted stock units settle in stock upon vesting. The cost of treasury stock re-issued is determined using the first-in, first-out method.

Reporting Segments

The Company identifies its reporting segments based on the organizational units used by management to monitor performance and make operating decisions. The Company has four operating segments: franchise operations (an aggregation of Applebee's and IHOP franchise operations), rental operations, company-operated restaurant operations and financing operations. The Company views all operating segments as reportable segments, regardless of whether any segment exceeds 10% of consolidated revenues, income before income tax provision or total assets.

Franchise Segment

As of December 31, 2016, the franchise operations segment consisted of 2,016 restaurants operated by Applebee's franchisees in the United States, two United States territories and 15 countries outside of the United States and 1,723 restaurants operated by IHOP franchisees and area licensees in the United States, three United States territories and 10 countries outside of the United States. Franchise operations revenue consists primarily of franchise royalty revenues, sales of proprietary products (primarily IHOP pancake and waffle dry-mixes) and franchise fees. Additionally, franchise fees designated for IHOP's national advertising fund and local marketing and advertising cooperatives are recognized as revenue and expense of franchise operations; however, due to different contractual terms in Applebee's marketing agreements, Applebee's national advertising fund activity constitutes agency transactions and therefore is not recognized as franchise revenue and expense.

Franchise operations expenses include IHOP advertising expense, the cost of proprietary products, pre-opening training expenses and other franchise-related costs.

Rental Segment

Rental operations revenue includes revenue from operating leases and interest income from direct financing leases. Rental operations expenses are costs of operating leases and interest expense of capital leases on franchisee-operated restaurants. The rental operations revenue and expenses are primarily generated by IHOP. Applebee's has an insignificant amount of rental activity related to one property that was retained after refranchising a company-operated restaurant.

Company Segment

As of December 31, 2016, the company restaurant operations segment consisted of 10 IHOP company-operated restaurants. We also operated 23 Applebee's restaurants during the year ended December 31, 2015 until they were refranchised in July of that year and for all of fiscal 2014. All company-operated restaurants were located in the United States. Company restaurant sales are retail sales at company-operated restaurants. Company restaurant expenses are operating expenses at company-operated restaurants and include food, beverage, labor, benefits, utilities, rent and other operating costs.

Financing Segment

Financing operations revenue primarily consists of interest income from the financing of IHOP franchise fees and equipment leases, as well as sales of equipment associated with refranchised IHOP restaurants. Financing expenses are the cost of restaurant equipment.

Accounting Standards Adopted in the Current Fiscal Year

Various updates to accounting guidance became effective in the Company's first fiscal quarter of 2016. The majority of these updates either did not apply to the Company's operations or will only apply if the activity addressed in the guidance takes place in the future. Adoption of updates that did apply to the Company's operations did not have a material effect on the Company's financial statements.

Newly Issued Accounting Standards Not Yet Adopted

In January 2017, the Financial Accounting Standards Board (“FASB”) issued new guidance simplifying the test of goodwill for impairment. The new guidance eliminates Step 2 (as described under Goodwill and Intangibles above). Instead, an entity should recognize an impairment charge for the amount by which the carrying amount of goodwill exceeds the reporting

2. Basis of Presentation and Summary of Significant Accounting Policies (Continued)

unit's fair value as determined under Step 1. The Company will be required to adopt the new guidance beginning with its first fiscal quarter of 2020. Early adoption is permitted for interim or annual tests of goodwill performed after January 1, 2017.

In November 2016, the FASB issued new guidance to reduce diversity in practice in the classification and presentation of changes in restricted cash in the statement of cash flows. The new guidance requires amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The Company will be required to revise its Consolidated Statements of Cash Flows to adopt the new guidance beginning with its first fiscal quarter of 2018. Early adoption is permitted. Adoption of the new guidance will not impact the Company's Consolidated Balance Sheet or Consolidated Statements of Comprehensive Income.

In August 2016, the FASB issued new guidance on the classification of certain cash receipts and payments in the statement of cash flows. The new guidance is intended to reduce diversity in practice in how certain transactions are classified in the statement of cash flows. The Company will be required to adopt the new guidance beginning with its first fiscal quarter of 2018. Early adoption is permitted. The Company is currently assessing the impact that the new guidance will have on its consolidated statements of cash flows.

In June 2016, the FASB issued new guidance on the measurement of credit losses on financial instruments. The new guidance will replace the incurred loss methodology of recognizing credit losses on financial instruments that is currently required with a methodology that estimates the expected credit loss on financial instruments and reflects the net amount expected to be collected on the financial instrument. Application of the new guidance may result in the earlier recognition of credit losses as the new methodology will require entities to consider forward-looking information in addition to historical and current information used in assessing incurred losses. The Company will be required to adopt the new guidance on a modified retrospective basis beginning with its first fiscal quarter of 2020, with early adoption permitted in its first fiscal quarter of 2019. The Company is currently evaluating the impact of the new guidance on its consolidated financial statements and related disclosures and whether early adoption will be elected.

In March 2016, the FASB issued new guidance that addresses accounting for certain aspects of share-based payments, including excess tax benefits or deficiencies, forfeiture estimates, statutory tax withholding and cash flow classification of certain share-based payment activity. The Company will be required to adopt the new guidance beginning with its first fiscal quarter of 2017. Early adoption is permitted as long as all amendments addressed in the new guidance are adopted in the same period. The method of adoption varies based on each specific aspect addressed in the new guidance.

The Company believes one impact of the new guidance on its financial statements will be the recording of excess tax benefits or deficiencies in its provision for income taxes upon adoption of the new guidance instead of the current recording in additional paid-in capital. The Company is currently evaluating the impact of other aspects of the new guidance on its consolidated financial statements and disclosures.

In February 2016, the FASB issued new guidance with respect to the accounting for leases. The new guidance will require lessees to recognize a right-of-use asset and a lease liability for virtually all leases, other than leases with a term of 12 months or less, and to provide additional disclosures about leasing arrangements. Accounting by lessors is largely unchanged from existing accounting guidance. The Company will be required to adopt the new guidance on a modified retrospective basis beginning with its first fiscal quarter of 2019. Early adoption is permitted.

While the Company is still in the process of evaluating the impact of the new guidance on its consolidated financial statements and disclosures, the Company expects adoption of the new guidance will have a material impact on its Consolidated Balance Sheets due to recognition of the right-of-use asset and lease liability related to its operating leases. While the new guidance is also expected to impact the measurement and presentation of elements of expenses and cash flows related to leasing arrangements, the Company does not presently believe there will be a material impact on its Consolidated Statements of Comprehensive Income or Consolidated Statements of Cash Flows.

In January 2016, the FASB issued guidance on the recognition and measurement of financial instruments. The guidance modifies how entities measure certain equity investments and present changes in the fair value of those investments, as well as changes how fair value of financial instruments is measured for disclosure purposes. The amendment is effective commencing with the Company's first fiscal quarter of 2018. The Company is currently evaluating the impact of the new guidance on its financial statements and disclosures.

2. Basis of Presentation and Summary of Significant Accounting Policies (Continued)

In May 2014, the FASB issued new accounting guidance on revenue recognition, which provides for a single, five-step model to be applied to all revenue contracts with customers. The new standard also requires additional financial statement disclosures that will enable users to understand the nature, amount, timing and uncertainty of revenue and cash flows relating to customer contracts. Companies have an option to use either a retrospective approach or cumulative effect adjustment approach to implement the standard. In August 2015, the FASB deferred the effective date of the new revenue guidance by one year such that the Company will be required to adopt the new guidance beginning with its first fiscal quarter of 2018. During 2016, the FASB issued four clarifications on specific topics within the new revenue recognition guidance that did not change the core principles of the guidance originally issued in May 2014.

This new guidance supersedes nearly all of the existing general revenue recognition guidance under U.S. GAAP as well as most industry-specific revenue recognition guidance, including guidance with respect to revenue recognition by franchisors. The Company believes the recognition of the majority of its revenues, including franchise royalty revenues, sales of IHOP pancake and waffle dry mix and retail sales at company-operated restaurants will not be affected by the new guidance. Additionally, lease rental revenues are not within the scope of the new guidance.

The Company believes the new guidance will impact the timing of recognition of franchise and development fees. Under existing guidance, these fees are typically recognized upon the opening of restaurants. Under the new guidance, the Company believes the fees will have to be deferred and recognized as revenue over the respective term of the franchise and development agreements. However, the effect of the required deferral of fees received in a given year will be mitigated by the recognition of revenue from fees retrospectively deferred from prior years. The Company is currently reviewing nearly 4,000 agreements to obtain the data elements necessary to implement the new guidance and cannot quantify the impact of the new guidance on its consolidated financial statements and related disclosures at this time. The Company is continuing to evaluate the impact of the new guidance on the advertising funds of each brand. The Company presently expects to use the retrospective method of adoption when the new guidance is adopted in the first fiscal quarter of 2018.

The Company reviewed all other newly issued accounting pronouncements and concluded that they either are not applicable to the Company's operations or that no material effect is expected on the Company's financial statements as a result of future adoption.

3. Receivables

	2016	2015
	(In millions)	
Accounts receivable	$ 69.3	$ 70.5
Gift card receivables	51.2	49.3
Notes receivable	1.8	1.3
Financing receivables:		
Equipment leases receivable	87.2	95.5
Direct financing leases receivable	65.6	73.7
Franchise fee notes receivable	0.4	0.7
Other	10.2	10.2
	285.7	301.1
Less: allowance for doubtful accounts	(3.1)	(1.2)
	282.6	299.9
Less: current portion	(141.4)	(139.2)
Long-term receivables	$ 141.2	$ 160.7

Accounts receivable primarily includes receivables due from franchisees and distributors. Gift card receivables consist primarily of amounts due from third-party vendors. Interest is not charged on gift card receivables.

Financing receivables primarily relate to IHOP franchise development activity prior to 2003 when IHOP typically leased or purchased the restaurant site, built and equipped the restaurant then franchised the restaurant to a franchisee. IHOP provided the financing for the franchise fee, leasing of the equipment and the leasing or subleasing of the site. Equipment lease contracts are due in equal weekly installments, primarily bear interest averaging 9.8% per annum at both December 31, 2016 and 2015 and are collateralized by the equipment. The term of an equipment lease contract coincides with the term of the corresponding restaurant building lease. The IHOP franchise fee notes have a term of five to eight years and are due in equal weekly installments, primarily bear interest averaging 6.1% and 5.9% per annum at December 31, 2016 and 2015, respectively, and are collateralized by the franchise. Where applicable, franchise fee notes, equipment contracts and building leases contain cross-

3. Receivables (continued)

default provisions wherein a default under one constitutes a default under all. There is not a disproportionate concentration of credit risk in any geographic area.

The primary indicator of the credit quality of financing receivables is delinquency. As of December 31, 2016 and 2015, approximately $0.1 million and $0.2 million, respectively, of financing receivables were delinquent more than 90 days.

The following table summarizes the activity in the allowance for doubtful accounts:

Allowance for Doubtful Accounts	(In millions)
Balance at December 31, 2013	$ 3.5
Provision	0.5
Charge-offs	(1.1)
Balance at December 31, 2014	2.9
Provision	0.6
Charge-offs	(2.4)
Balance at December 31, 2015	1.2
Provision	2.8
Charge-offs	(0.9)
Balance at December 31, 2016	$ 3.1

As of December 31, 2016 and 2015, approximately $0.1 million and $0.2 million, respectively, of the allowance for doubtful accounts related to financing receivables.

4. Property and Equipment

Property and equipment by category is as follows:

	2016	2015
	(In millions)	
Leaseholds and improvements	$ 255.4	$ 256.4
Equipment and fixtures	83.4	82.2
Properties under capital lease	59.8	58.8
Buildings and improvements	57.9	57.9
Land	56.4	57.8
Construction in progress	2.2	0.8
Property and equipment, gross	515.1	513.9
Less: accumulated depreciation and amortization	(310.0)	(294.3)
Property and equipment, net	$ 205.1	$ 219.6

The Company recorded depreciation expense on property and equipment of $20.6 million, $22.8 million and $22.7 million for the years ended December 31, 2016, 2015 and 2014, respectively.

Accumulated depreciation and amortization includes accumulated amortization for properties under capital lease in the amount of $41.0 million and $38.8 million at December 31, 2016 and 2015, respectively.

5. Goodwill

The significant majority of the Company's goodwill arose from the November 29, 2007 acquisition of Applebee's. As of December 31, 2016 and 2015, the balance of goodwill was $697.5 million, of which $686.7 million has been allocated to the Applebee's franchise reporting unit and $10.8 million to the IHOP franchise reporting unit.

The Company assessed goodwill for impairment in accordance with its policy described in Note 2. In the fourth quarter of fiscal 2016, the Company performed a quantitative test of the goodwill of the Applebee's franchise reporting unit and a qualitative test of the goodwill of the IHOP franchise unit. In the fourth quarter of fiscal 2015, the Company performed a qualitative assessment of the goodwill of the Applebee's franchise unit and the IHOP franchise unit and concluded it was more-likely-than-not that the fair values exceeded the respective carrying amounts and therefore bypassed any quantitative testing of goodwill. In the fourth quarter of fiscal 2014, the Company performed a quantitative test of the goodwill of the Applebee's franchise reporting unit and a qualitative test of the goodwill of the IHOP franchise unit.

5. Goodwill (Continued)

There were no impairments of goodwill recorded resulting from these assessments in 2016, 2015 or 2014. The Company considers a reporting unit at risk when its fair value is not higher than its carrying amount by more than 10%. Based on the amount by which the fair value of the Applebee's Franchise Reporting Unit exceeded the carrying value of the unit, the goodwill of the Applebee's Franchise Reporting Unit was at risk as of December 31, 2016.

6. Other Intangible Assets

The significant majority of the Company's other intangible assets arose from the November 29, 2007 acquisition of Applebee's. As of December 31, 2016 and 2015, intangible assets were as follows:

	Not Subject to Amortization		Subject to Amortization		
	Tradename	Other	Franchising Rights	Recipes and Menus	Total
			(In millions)		
Balance at December 31, 2013	$ 652.4	$ 0.7	$ 139.0	$ 2.0	$ 794.1
Amortization expense	—	—	(10.0)	(2.0)	(12.0)
Other	—	0.2	—	—	0.2
Balance at December 31, 2014	652.4	0.9	129.0	—	782.3
Amortization expense	—	—	(10.0)	—	(10.0)
Other	—	0.6	—	—	0.6
Balance at December 31, 2015	652.4	1.5	119.0	—	772.9
Amortization expense	—	—	(10.0)	—	(10.0)
Other	—	0.5	—	—	0.5
Balance at December 31, 2016	$ 652.4	$ 2.0	$ 109.0	$ —	$ 763.4

Annual amortization expense for the next five fiscal years is estimated to be approximately $10.0 million per year. The weighted average life of the intangible assets subject to amortization was 20 years at December 31, 2016 and 2015.

Gross and net carrying amounts of intangible assets subject to amortization at December 31, 2016 and 2015 are as follows:

	December 31, 2016			December 31, 2015		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
			(In millions)			
Franchising rights	$ 200.0	$ (91.0)	$ 109.0	$ 200.0	$ (81.0)	$ 119.0
Recipes and menus	15.7	(15.7)	—	15.7	(15.7)	—
Total	$ 215.7	$ (106.7)	$ 109.0	$ 215.7	$ (96.7)	$ 119.0

The Company assessed the Applebee's tradename for impairment in accordance with its policy described in Note 2. In the fourth quarter of fiscal 2016, the Company performed a quantitative assessment of the Applebee's tradename and concluded the fair value exceeded the carrying amount. In the fourth quarter of fiscal 2015, the Company performed a qualitative test of the Applebee's tradename and concluded it was more-likely-than-not that the fair value exceeded the carrying amount. In the fourth quarter of fiscal 2014, the Company performed a quantitative test of the Applebee's tradename and concluded the fair value exceeded the carrying amount.

There were no impairments recorded resulting from these assessments in 2016, 2015 or 2014. The Company considers an intangible asset at risk when its fair value is not higher than its carrying amount by more than 10%. Based on the amount by which the fair value of the Applebee's tradename exceeded the carrying value, the Applebee's tradename was not at risk as of December 31, 2016 and 2015.

7. Long-Term Debt

Long-term debt consists of the following components:

	2016	2015
	(In millions)	
Series 2014-1 Class A-2, 4.277% Fixed Rate Senior Secured Notes	$ 1,300.0	$ 1,300.0
Debt issuance costs	(17.3)	(20.5)
Long-term debt, net	$ 1,282.7	$ 1,279.5

On September 30, 2014, Applebee's Funding LLC and IHOP Funding LLC (each a "Co-Issuer"), each a special purpose, wholly-owned indirect subsidiary of the Company issued $1.3 billion of Series 2014-1 4.277% Fixed Rate Senior Notes, Class A-2 (the "Class A-2 Notes") in an offering exempt from registration under the Securities Act of 1933, as amended. The Co-Issuers also entered into a revolving financing facility of Series 2014-1 Variable Funding Senior Notes Class A-1 (the "Variable Funding Notes"), which allows for drawings of up to $100 million of Variable Funding Notes and the issuance of letters of credit. The Class A-2 Notes and the Variable Funding Notes are referred to collectively as the "Notes." The Notes were issued in a securitization transaction pursuant to which substantially all of our domestic revenue-generating assets and our domestic intellectual property, are held by the Co-Issuers and certain other special-purpose, wholly-owned indirect subsidiaries of the Company (the "Guarantors") that act as guarantors of the Notes and that have pledged substantially all of their assets to secure the Notes.

Class A-2 Notes

The Notes were issued under a Base Indenture, dated September 30, 2014 (the "Base Indenture") and the related Series 2014-1 Supplement to the Base Indenture, dated September 30, 2014 (the "Series 2014-1 Supplement"), among the Co-Issuers and Citibank, N.A., as the trustee (in such capacity, the "Trustee") and securities intermediary. The Base Indenture and the Series 2014-1 Supplement (collectively, the "Indenture") will allow the Co-Issuers to issue additional series of notes in the future subject to certain conditions set forth therein.

While the Notes are outstanding, payment of principal and interest is required to be made on the Class A-2 Notes on a quarterly basis. The quarterly principal payment of $3.25 million on the Class A-2 Notes may be suspended when the leverage ratio for the Company and its subsidiaries is less than or equal to 5.25x. In general, the leverage ratio is our indebtedness divided by adjusted EBITDA for the four preceding quarterly periods. As of December 31, 2016, the Company's leverage ratio was 4.62x; accordingly, no principal payment on the Class A-2 Notes was required.

The Company may voluntarily repay the Class A-2 Notes at any time; however, if the Company voluntarily repays the Class A-2 Notes prior to September 2018 it would be required to pay a make-whole premium. The Company would also be subject to a make-whole premium in the event of a mandatory prepayment occurring prior to September 2018 following a Rapid Amortization Event or certain asset dispositions. The make-whole premium requirements are considered derivatives embedded in the Class A-2 Notes that must be bifurcated for separate valuation. The Company estimated the fair value of these derivatives to be immaterial of December 31, 2016, based on the probability-weighted discounted cash flows associated with either event.

The legal final maturity of the Class A-2 Notes is in September 2044, but it is anticipated that, unless earlier prepaid to the extent permitted under the Indenture, the Class A-2 Notes will be repaid in September 2021 (the "Class A-2 Anticipated Repayment Date"). If the Co-Issuers have not repaid or refinanced the Class A-2 Notes prior to the Class A-2 Anticipated Repayment Date, additional interest will accrue on the Class A-2 Notes equal to the greater of (i) 5.00% per annum and (ii) a per annum interest rate equal to the amount, if any, by which the sum of the following exceeds the Class A-2 Note interest rate: (A) the yield to maturity (adjusted to a quarterly bond-equivalent basis) on the Class A-2 Anticipated Repayment Date of the United States Treasury Security having a term closest to 10 years plus (B) 5.00% plus (C) 2.150%.

The Notes are secured by the collateral described below under "Guarantees and Collateral."

7. Long-Term Debt (Continued)

Variable Funding Notes

In connection with the issuance of the Class A-2 Notes, the Co-Issuers also entered into a revolving financing facility that allows for the drawings of up to $100 million of Variable Funding Notes and the issuance of letters of credit. The Variable Funding Notes were issued under the Indenture and allow for drawings on a revolving basis. Drawings and certain additional terms related to the Variable Funding Notes are governed by the Class A-1 Note Purchase Agreement dated as of September 30, 2014 (the "Variable Funding Note Purchase Agreement"), among the Co-Issuers, the Guarantors, certain conduit investors, financial institutions and funding agents, and Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A. ("Rabobank Nederdland"), New York Branch, as provider of letters of credit, as swingline lender and as administrative agent.

The Variable Funding Notes will be governed, in part, by the Variable Funding Note Purchase Agreement and by certain generally applicable terms contained in the Indenture. Depending on the type of borrowing by the Co-Issuers, the applicable interest rate under the Variable Funding Notes is calculated at a per annum rate equal to (a) LIBOR plus 2.50%, (b) (i) the greatest of (x) the prime rate, (y) the federal funds effective rate plus 0.50% or (z) a daily rate equal to one month LIBOR plus 0.5% plus (ii) 2.00% or (c) the lenders' commercial paper funding rate plus 2.50%. There is a scaled commitment fee based on the unused portion of the Variable Funding Notes facility of between 50 to 100 basis points. It is anticipated that the principal and interest on the Variable Funding Notes will be repaid in full on or prior to September 2019 (the "VFN Anticipated Repayment Date"), subject to two additional one-year extensions at the option of the Company, which acts as the manager (as described below), upon the satisfaction of certain conditions. Following the VFN Anticipated Repayment Date (and any extensions thereof), additional interest will accrue on the Variable Funding Notes equal to 5.00% per annum. The Variable Funding Notes and other credit instruments issued under the Variable Funding Note Purchase Agreement are secured by the collateral described below under "Guarantees and Collateral."

The Company has not drawn on the Variable Funding Notes since their issuance. As of December 31, 2016 there were no amounts outstanding under the Revolving Facility; however, available borrowing capacity under the Variable Funding Notes was reduced by $5.0 million of letters of credit outstanding as of December 31, 2016.

Guarantees and Collateral

Under the Guarantee and Collateral Agreement dated September 30, 2014 (the "Guarantee and Collateral Agreement"), among the Guarantors in favor of the Trustee, the Guarantors guarantee the obligations of the Co-Issuers under the Indenture and related documents and secure the guarantee by granting a security interest in substantially all of their assets.

The Notes are secured by a security interest in substantially all of the assets of the Co-Issuers and the Guarantors (collectively, the "Securitization Entities"). On September 30, 2014, these assets (the "Securitized Assets") generally included substantially all of the domestic revenue-generating assets of the Corporation and its subsidiaries, which principally consist of franchise agreements, area license agreements, development agreements, franchisee fee notes, equipment leases, agreements related to the production and sale of pancake and waffle dry-mixes, owned and leased real property and intellectual property.

The Notes are obligations only of the Co-Issuers pursuant to the Indenture and are unconditionally and irrevocably guaranteed by the Guarantors pursuant to the Guarantee and Collateral Agreement. Except as described below, neither we nor any of our subsidiaries, other than the Securitization Entities, will guarantee or in any way be liable for the obligations of the Co-Issuers under the Indenture or the Notes.

Covenants and Restrictions

The Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Co-Issuers maintain specified reserve accounts to be used to make required payments in respect of the Notes, (ii) provisions relating to optional and mandatory prepayments, and the related payment of specified amounts, including specified make-whole payments in the case of the Class A-2 Notes under certain circumstances, (iii) certain indemnification payments in the event, among other things, the transfers of the assets pledged as collateral for the Notes are in stated ways defective or ineffective and (iv) covenants relating to recordkeeping, access to information and similar matters. The Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure of the Securitization Entities to maintain the stated debt service coverage ("DSCR") ratio, the sum of domestic retail sales for all restaurants being below $3.5 billion on quarterly measurement dates, certain manager termination events, certain events of default and the failure to repay or refinance the Notes on the Class A-2 Anticipated Repayment Date. The Notes are also subject to certain customary events of default,

7. Long-Term Debt (Continued)

including events relating to non-payment of required interest, principal or other amounts due on or with respect to the Notes, failure of the Securitization Entities to maintain the stated debt service coverage ratio, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties and certain judgments.

The DSCR ratio is Net Cash Flow for the four quarters preceding the calculation date divided by the total debt service payments of the preceding four quarters. Failure to maintain a prescribed DSCR ratio can trigger a Cash Trapping Event, A Rapid Amortization Event, a Manager Termination Event or a Default Event as described below. In a Cash Trapping Event, the Trustee is required to retain a certain percentage of cash flow in a restricted account. In a Rapid Amortization Event, all excess Cash Flow is retained and used to retire principal amounts of debt. Key DSCR ratios are as follows:

- DSCR less than 1.75x but equal to or greater than 1.50x - Cash Trapping Event, 50% of Net Cash Flow
- DSCR less than 1.50x - Cash Trapping Event, 100% of Net Cash Flow
- DSCR less than 1.30x - Rapid Amortization Event
- DSCR less than 1.20x - Manager Termination Event
- DSCR less than 1.10x - Default Event

The DSCR for the reporting period ended December 31, 2016 was 5.12x.

Debt Issuance Costs

The Company incurred costs of approximately $24.3 million in connection with the issuance of the Notes. These debt issuance costs are being amortized using the effective interest method over estimated life of the Notes. Amortization of $3.2 million, $3.1 million and $0.7 million was included in interest expense for the years ended December 31, 2016, 2015 and 2014 respectively. Unamortized debt issuance costs are reported as a direct reduction of the Class A-2 Notes in the consolidated balance sheets.

Maturities of Long-term Debt

The Class A-2 Anticipated Repayment Date is in September 2021.

2014 Refinancing of Long-term Debt

On September 30, 2014, the Company repaid the entire outstanding principal balance of $463.6 million of its senior secured credit facility (the “Credit Facility”); there were no premiums or penalties associated with the repayment. On October 30, 2014, after a required 30-day notice period, the Company repaid the entire outstanding principal balance of $760.8 million of its 9.5% Senior Notes due October 30, 2018 (the “Senior Notes”), along with a required make-whole premium for early repayment of $36.1 million. All of the Company's obligations under the Credit Facility and the Senior Notes terminated upon the respective repayments thereof.

This transaction was accounted for as an extinguishment of debt under U.S. GAAP. The Company recognized a loss on debt extinguishment of $64.9 million for the year ended December 31, 2014, comprised of the $36.1 million make-whole premium on the Senior Notes and the write-off of the unamortized debt discount and the issuance costs associated with the extinguished debt of $16.9 million and $11.9 million, respectively. Prior to the extinguishment of debt, amortization of the discount associated with the Senior Notes included in interest expense for the years ended December 31, 2014, was $2.8 million. Prior to the extinguishment of debt, amortization of debt issuance costs associated with the Credit Facility and the issuance of the Senior Notes included in interest expense for the years ended December 31, 2014 was $2.2 million.

8. Financing Obligations

On May 19, 2008, the Company entered into a Purchase and Sale Agreement relating to the sale and leaseback of 181 parcels of real property (the “Sale-Leaseback Transaction”), each of which is improved with a restaurant operating as an Applebee's Neighborhood Grill and Bar (the “Properties”). On June 13, 2008, the closing date of the Sale-Leaseback Transaction, the Company entered into a Master Land and Building Lease (“Master Lease”) for the Properties. The proceeds received from the transaction were $337.2 million. The Master Lease calls for an initial term of twenty years and four, five-year options to extend the term.

The Company has an ongoing obligation related to the Properties until such time as the lease related to each of the Properties is assigned to a qualified franchisee in a transaction meeting certain parameters set forth in the Master Lease. Due to this continuing involvement, the Sale-Leaseback Transaction was recorded under the financing method in accordance with

8. Financing Obligations (Continued)

U.S. GAAP. Accordingly, the value of the land and leasehold improvements will remain on the Company's books and the leasehold improvements will continue to be depreciated over their remaining useful lives. The net proceeds received were recorded as a financing obligation. A portion of the lease payments is recorded as a decrease to the financing obligation and a portion is recognized as interest expense. In the event the lease obligation of any individual property or group of properties is assumed by a qualified franchisee, the Company's continuing involvement will cease. At that time, that portion of the transaction related to that property or group of properties is expected to be recorded as a sale in accordance with U.S. GAAP and the net book value of those properties will be removed from the Company's books, along with a ratable portion of the remaining financing obligation.

As of December 31, 2016, the Company's continuing involvement with 155 of the 181 Properties ended by assignment of the lease obligation to a qualified franchisee or a release from the lessor. In accordance with the accounting described above, the transactions related to these properties have been recorded as a sale with property and equipment and financing obligations each cumulatively reduced by approximately $280.0 million.

As of December 31, 2016, future minimum lease payments under financing obligations during the initial terms of the leases related to the sale-leaseback transactions are as follows:

Fiscal Years	(In millions)
2017[1]	$ 4.3
2018	4.9
2019	5.1
2020[1]	5.6
2021	5.2
Thereafter	60.5
Total minimum lease payments	85.6
Less: interest	(46.0)
Total financing obligations	39.6
Less: current portion[2]	(0.1)
Long-term financing obligations	$ 39.5

[1] Due to the varying closing date of the Company's fiscal year, 11 and 13 monthly payments will be made in fiscal 2017 and 2020, respectively.
[2] Included in current maturities of capital lease and financing obligations on the consolidated balance sheet.

9. Leases

The Company is the lessor or sub-lessor of approximately half of all domestic IHOP franchise restaurants. The restaurants are subleased to IHOP franchisees or in a few instances operated by the Company or an Applebee's franchisee. These noncancelable leases and subleases consist primarily of land, buildings and improvements.

The following is the Company's net investment in direct financing lease receivables:

	December 31,	
	2016	2015
	(In millions)	
Total minimum rents receivable	$ 92.1	$ 108.9
Less: unearned income	(26.5)	(35.2)
Net investment in direct financing leases receivable	65.6	73.7
Less: current portion	(9.9)	(8.7)
Long-term direct financing leases receivable	$ 55.7	$ 65.0

Contingent rental income, which is the amount above and beyond base rent, for the years ended December 31, 2016, 2015 and 2014 was $15.4 million, $16.7 million and $14.1 million, respectively.

9. Leases (Continued)

The following is the Company's net investment in equipment leases receivable:

	December 31, 2016	December 31, 2015
	(In millions)	
Total minimum leases receivable	$ 122.5	$ 140.5
Less: unearned income	(35.3)	(45.0)
Net investment in equipment leases receivable	87.2	95.5
Less: current portion	(7.9)	(7.5)
Long-term equipment leases receivable	$ 79.3	$ 88.0

The following are minimum future lease payments on noncancelable leases as lessee at December 31, 2016:

	Capital Leases	Operating Leases
	(In millions)	
2017[1]	$ 21.4	$ 70.5
2018	20.8	75.3
2019	17.5	71.3
2020[1]	15.4	69.0
2021	12.4	52.9
Thereafter	35.9	208.8
Total minimum lease payments	123.4	$ 547.8
Less: interest	(35.7)	
Capital lease obligations	87.7	
Less: current portion[2]	(13.0)	
Long-term capital lease obligations	$ 74.7	

[1] Due to the varying closing date of the Company's fiscal year, 11 and 13 monthly payments will be made in fiscal 2017 and 2020, respectively.
[2] Included in current maturities of capital lease and financing obligations on the consolidated balance sheet.

The asset cost and carrying amount on company-owned property leased at December 31, 2016 was $89.0 million and $61.3 million, respectively. The asset cost and carrying amount on company-owned property leased at December 31, 2015, was $89.0 million and $62.7 million, respectively. The asset cost and carrying amounts represent the land and building asset values and net book values on sites leased to franchisees.

The minimum future lease payments shown above have not been reduced by the following future minimum rents to be received on noncancelable subleases and leases of owned property at December 31, 2016:

	Direct Financing Leases	Operating Leases
	(In millions)	
2017	$ 17.6	$ 101.4
2018	17.2	100.9
2019	16.1	99.2
2020	14.8	99.3
2021	11.7	93.0
Thereafter	14.7	406.0
Total minimum rents receivable	$ 92.1	$ 899.8

The Company has noncancelable leases, expiring at various dates through 2036, which require payment of contingent rents based upon a percentage of sales of the related restaurant as well as property taxes, insurance and other charges. Subleases to franchisees of properties under such leases are generally for the full term of the lease obligation at rents that include the Company's obligations for property taxes, insurance, contingent rents and other charges. Generally, the noncancelable leases include renewal options. Contingent rent expense for all noncancelable leases for the years ended December 31, 2016, 2015 and 2014 was $3.0 million, $3.3 million and $2.8 million, respectively. Minimum rent expense for all noncancelable operating leases for the years ended December 31, 2016, 2015 and 2014 was $76.5 million, $80.9 million and $75.9 million, respectively.

10. Commitments and Contingencies

Purchase Commitments

In some instances, the Company enters into commitments to purchase advertising and other items. Most of these agreements are fixed price purchase commitments. At December 31, 2016, the outstanding purchase commitments were $94.0 million, the majority of which related to advertising.

Lease Guarantees

In connection with the sale of Applebee's restaurants to franchisees and other parties, the Company has, in certain cases, guaranteed or had potential continuing liability for lease payments. As of December 31, 2016 and 2015, the Company has outstanding lease guarantees or is contingently liable for approximately $366.8 million and $398.0 million, respectively. This amount represents the maximum potential liability of future payments under these leases. These leases have been assigned to the buyers and expire at the end of the respective lease terms, which range from 2017 through 2048. In the event of default, the indemnity and default clauses in our sale or assignment agreements govern our ability to pursue and recover damages incurred. No material liabilities have been recorded as of December 31, 2016.

Litigation, Claims and Disputes

The Company is subject to various lawsuits, governmental inspections, administrative proceedings, audits, and claims arising in the ordinary course of business. Some of these lawsuits purport to be class actions and/or seek substantial damages. The Company is required to record an accrual for litigation loss contingencies that are both probable and reasonably estimable. Legal fees and expenses associated with the defense of all of the Company's litigation are expensed as such fees and expenses are incurred. In the opinion of management, these matters are adequately covered by insurance or, if not so covered, are without merit or are of such a nature or involve amounts that would not have a material adverse impact on the Company's business or consolidated financial statements. Management regularly assesses the Company's insurance deductibles, analyzes litigation information with the Company's attorneys and evaluates its loss experience in connection with pending legal proceedings. While the Company does not presently believe that any of the legal proceedings to which the Company is currently a party will ultimately have a material adverse impact on the Company, there can be no assurance that the Company will prevail in all the proceedings the Company is party to, or that the Company will not incur material losses from them.

Letters of Credit

The Company provides letters of credit, primarily to various insurance carriers to collateralize obligations for outstanding claims. As of December 31, 2016, the Company had approximately $5.5 million of unused letters of credit outstanding, of which $5.0 million reduce the Company's available borrowing under its Variable Funding Notes. These letters expire on various dates in 2016 and are automatically renewed for an additional year if no cancellation notice is submitted.

11. Stockholders' Equity

Stock Repurchase Programs

On October 1, 2015, the Company's Board of Directors approved a stock repurchase program authorizing the Company to repurchase up to $150 million of DineEquity common stock (the “2015 Repurchase Program”) on an opportunistic basis from time to time in open market transactions and in privately negotiated transactions based on business, market, applicable legal requirements and other considerations. The Company has repurchased 854,871 shares of stock for $72.9 million under the 2015 Repurchase Program. The Company may repurchase up to an additional $77.1 million of common stock under the 2015 Repurchase Program.

In October 2014, the Company's Board of Directors approved a stock repurchase program authorizing the Company to repurchase up to $100 million of DineEquity common stock (the “2014 Repurchase Program”). The 2014 Repurchase Program was terminated upon approval of the 2015 Repurchase Program. The Company repurchased 537,311 shares of stock for $54.5 million under the 2014 Repurchase Program prior to its termination.

In February 2013, the Company's Board of Directors approved a stock repurchase program authorizing the Company to repurchase up to $100 million of DineEquity common stock (the “2013 Repurchase Program”). The 2013 Repurchase Program was terminated upon approval of the 2014 Repurchase Program.The Company repurchased 779,278 shares of stock for $59.7 million under the 2013 Repurchase Program prior to its termination.

11. Stockholders' Equity (Continued)

Shares repurchased under the Company's stock repurchase programs during the fiscal years ended December 31, 2016, 2015 and 2014 are summarized as follows:

Repurchase Program	2016 repurchases		2015 repurchases		2014 repurchases		Remaining Value that may be Repurchased
	Shares	$	Shares	$	Shares	$	
	(Dollars in millions)						
2015 Repurchase Program	650,384	$ 55.3	204,487	$ 17.5	—	$ —	$ 77.1
2014 Repurchase Program	—	—	516,976	52.5	20,335	2.0	n/a
2013 Repurchase Program	—	—	—	—	367,256	30.0	n/a
Total	650,384	$ 55.3	721,463	$ 70.0	387,591	$ 32.0	$ 77.1

Dividends

During the fiscal years ended December 31, 2016, 2015 and 2014, the Company declared and paid dividends on common stock as follows:

Year ended December 31, 2016	Declaration Date	Payment Date	Dividends declared per share	Dividends paid per share	Total dividends paid(1) (In millions)
Payment of prior year declaration	(3)	January 8, 2016	—	$ 0.92	$ 17.1
First quarter	February 23, 2016	April 8, 2016	$ 0.92	0.92	17.0
Second quarter	May 16, 2016	July 8, 2016	0.92	0.92	16.8
Third quarter	July 28, 2016	October 7, 2016	0.92	0.92	16.7
Fourth quarter	October 31, 2016	(2)	0.97	—	—
Total			$ 3.73	$ 3.68	$ 67.6

Year ended December 31, 2015					
Payment of prior year declaration	(4)	January 9, 2015	—	$ 0.875	$ 16.6
First quarter	February 24, 2015	April 10, 2015	$ 0.875	0.875	16.7
Second quarter	May 19, 2015	July 10, 2015	0.875	0.875	16.6
Third quarter	July 30, 2015	October 9, 2015	0.875	0.875	16.4
Fourth quarter	October 1, 2015	(3)	0.92	—	—
Total			$3.545	$ 3.50	$ 66.3

Year ended December 31, 2014					
First quarter	February 25, 2014	March 28, 2014	$ 0.75	$ 0.75	$ 14.3
Second quarter	May 28, 2014	June 27, 2014	0.75	0.75	14.3
Third quarter	August 4, 2014	September 26, 2014	0.75	0.75	14.2
Fourth quarter	October 27, 2014	(4)	0.875	—	—
Total			$ 3.125	$ 2.25	$ 42.8

(1) Includes dividend equivalents paid on restricted stock units

(2) The fourth quarter 2016 dividend of $17.5 million was paid on January 6, 2017.

(3) The fourth quarter 2015 dividend of $17.1 million was paid on January 8, 2016.

(4) The fourth quarter 2014 dividend of $16.6 million was paid on January 9, 2015.

On February 22, 2017, the Company's Board of Directors approved payment of a cash dividend of $0.97 per share of common stock, payable at the close of business on April 7, 2017 to the stockholders of record as of the close of business on March 20, 2017.

11. Stockholders' Equity (Continued)

Treasury Stock

Repurchases of DineEquity common stock are included in treasury stock at the cost of shares repurchased plus any transaction costs. Treasury stock may be re-issued when vested stock options are exercised, when restricted stock awards are granted and when restricted stock units settle in stock upon vesting. The cost of treasury stock re-issued is determined on the first-in, first-out ("FIFO") method. The Company re-issued 136,818 shares, 356,930 shares and 359,528 shares, respectively, during the years ended December 31, 2016, 2015 and 2014 at a total FIFO cost of $4.9 million $12.9 million and $13.0 million respectively.

12. Closure and Impairment Charges

Closure and impairment charges for the years ended December 31, 2016, 2015 and 2014 were as follows:

	Year Ended December 31,		
	2016	2015	2014
		(In millions)	
Kansas City lease exit costs	$ 2.9	$ —	$ —
Closure charges	1.2	1.4	2.1
Long-lived tangible asset impairment	1.0	1.2	1.6
Total closure and impairment charges	$ 5.1	$ 2.6	$ 3.7

Kansas City Lease Exit Costs

The Company incurred costs of $2.9 million for the year ended December 31, 2016 to exit a facility in connection with the consolidation action discussed in Note 17. Approximately$2.5 million related to the outright termination of a lease covering two floors of the facility and $0.4 million represents the present value of future lease payments, net of assumed sublease rentals, of one floor of the facility.

Closure Charges

Approximately $0.7 million of closure charges for the year ended December 31, 2016 related to one IHOP franchise restaurant closed during 2016, with the rest of the charges related to adjustments to the estimated reserve for IHOP and Applebee's restaurants closed prior to 2016. Approximately $1.4 million of closure charges for the year ended December 31, 2015 related to two IHOP franchise restaurants closed during 2015, partially offset by minor adjustments to the estimated reserve for IHOP and Applebee's restaurants closed prior to 2015. Approximately $1.0 million of the closure charges for the year ended December 31, 2014 related to IHOP restaurants closed during 2014, with the remainder primarily related to adjustments to the estimated reserve for IHOP and Applebee's restaurants closed prior to 2014.

Long-lived Tangible Asset Impairment

Long-lived tangible asset impairment charges for the year ended December 31, 2016 comprised a charge of $0.6 million for one IHOP company-operated restaurant and charges totaling $0.4 million of individually insignificant charges at eight IHOP company-operated restaurants. Long-lived tangible asset impairment charges for the year ended December 31, 2015 primarily related to $1.1 million of individually insignificant charges at eight IHOP company-operated restaurants and four Applebee's company-operated restaurants. Long-lived tangible asset impairment charges for the year ended December 31, 2014 related primarily to two IHOP company-operated restaurants in the Cincinnati, Ohio area. The Company evaluated the causal factors of all impairments of long-lived assets as they were recorded in each year and concluded they were based on factors specific to each asset and not potential indicators of an impairment of other long-lived assets.

13. Stock-Based Incentive Plans

General Description

Currently, the Company is authorized to grant stock options, stock appreciation rights, restricted stock, cash-settled and stock-settled restricted stock units and performance units to officers, other employees and non-employee directors under the DineEquity, Inc. 2016 Stock Incentive Plan (the "2016 Plan"). The 2016 Plan was approved by stockholders on May 17, 2016

13. Stock-Based Incentive Plans (Continued)

and permits the issuance of up to 3,750,000 shares of the Company's common stock for incentive stock awards. The 2016 Plan will expire in May 2026.

The DineEquity, Inc. 2011 Stock Incentive Plan (the "2011 Plan") was adopted in 2011 to permit the issuance of up to 1,500,000 shares of the Company's common stock for incentive stock awards. The 2011 Plan was terminated upon adoption of the 2016 Plan, but there are stock options, restricted stock and restricted stock units issued under the 2011 Plan that are outstanding as of December 31, 2016.

The IHOP Corp. 2001 Stock Incentive Plan (the "2001 Plan") was adopted in 2001 and amended and restated in 2005 and 2008 to authorize the issuance of up to 4,200,000 shares of common stock. The 2001 Plan has expired but there are stock options issued under the 2001 Plan outstanding as of December 31, 2016.

The 2016 Plan, the 2011 Plan and the 2001 Plan are collectively referred to as the "Plans."

Stock-Based Compensation Expense

From time to time, the Company has granted nonqualified stock options, restricted stock, cash-settled and stock-settled restricted stock units and performance units to officers, other employees and non-employee directors of the Company under the Plans. The nonqualified stock options generally vest ratably over a three-year period in one-third increments and have a maturity of ten years from the grant date. Options vest immediately upon a change in control of the Company, as defined in the Plans. Option exercise prices equal the closing price of the Company's common stock on the New York Stock Exchange on the date of grant. Restricted stock and restricted stock units are issued at no cost to the holder and vest over terms determined by the Compensation Committee of the Company's Board of Directors, generally three years from the date of grant or immediately upon a change in control of the Company, as defined in the Plans. The Company either utilizes treasury stock or issues new shares from its authorized but unissued share pool when vested stock options are exercised, when restricted stock awards are granted and when restricted stock units settle in stock upon vesting.

The following table summarizes the Company's stock-based compensation expense included as a component of general and administrative expenses in the consolidated financial statements:

	Year Ended December 31,		
	2016	2015	2014
		(In millions)	
Total stock-based compensation expense:			
Equity classified awards expense	$ 11.0	$ 9.0	$ 9.4
Liability classified awards (credit) expense	(0.5)	(0.4)	2.4
Total pre-tax stock-based compensation expense	10.5	8.6	11.8
Book income tax benefit	(3.9)	(3.3)	(4.5)
Total stock-based compensation expense, net of tax	$ 6.6	$ 5.3	$ 7.3

As of December 31, 2016, total unrecognized compensation cost related to restricted stock and restricted stock units of $12.8 million and $3.8 million related to stock options is expected to be recognized over a weighted average period of approximately 1.43 years for restricted stock and restricted stock units and 1.39 years for stock options.

Equity Classified Awards - Stock Options

The per share fair values of the stock options granted have been estimated as of the date of grant using the Black-Scholes option pricing model. The Black-Scholes model considers, among other factors, the expected life of the option and the historical volatility of the Company's stock price. The Black-Scholes model meets the requirements of U.S. GAAP, but the fair values generated by the model may not be indicative of the actual fair values of the Company's stock-based awards. The following table summarizes the assumptions used to value options granted in the respective periods:

	2016	2015	2014
Risk free interest rate	1.1%	1.5%	1.6%
Weighted average historical volatility	27.1%	36.8%	51.1%
Dividend yield	4.0%	3.2%	3.7%
Expected years until exercise	4.5	4.5	4.6
Weighted average fair value of options granted	$ 13.55	$ 27.20	$ 26.87

13. Stock-Based Incentive Plans (Continued)

Stock option activity for the years ended December 31, 2016, 2015 and 2014 is summarized as follows:

	Number of Shares Under Option	Weighted Average Exercise Price Per Share	Weighted Average Remaining Contractual Term (in Years)	Aggregate Intrinsic Value (in Millions)
Outstanding at December 31, 2013	775,059	$ 42.09		
Granted	120,932	81.53		
Exercised	(256,910)	31.95		
Forfeited	(20,966)	69.18		
Outstanding at December 31, 2014	618,115	53.10		
Granted	133,814	111.54		
Exercised	(218,412)	43.66		
Forfeited	(29,055)	99.97		
Outstanding at December 31, 2015	504,462	69.99		
Granted	255,825	90.90		
Exercised	(48,021)	29.33		
Forfeited	(7,924)	94.30		
Expired	(3,208)	89.17		
Outstanding at December 31, 2016	701,134	$ 80.04	7.2	$ 5.6
Vested and Expected to Vest at December 31, 2016	664,566	$ 79.29	7.1	$ 5.6
Exercisable at December 31, 2016	346,710	$ 65.46	5.5	$ 5.6

The total intrinsic value of options exercised during the years ended December 31, 2016, 2015 and 2014 was $2.7 million, $12.6 million and $13.2 million, respectively.

Cash received from options exercised under all stock-based payment arrangements for the years ended December 31, 2016, 2015 and 2014 was $1.4 million, $9.5 million and $8.2 million, respectively. The actual tax benefit realized for the tax deduction from option exercises under the stock-based payment arrangements totaled $1.0 million, $4.9 million and $4.3 million, respectively, for the years ended December 31, 2016, 2015 and 2014.

Equity Classified Awards - Restricted Stock and Restricted Stock Units

Activity in equity classified awards of restricted stock and restricted stock units for the years ended December 31, 2016, 2015 and 2014 is as follows:

	Shares of Restricted Stock	Weighted Average Grant-Date Per Share Fair Value	Restricted Stock Units	Weighted Average Grant-Date Per Share Fair Value
Outstanding at December 31, 2013	266,252	$ 58.87	47,230	$ 64.57
Granted	102,618	82.18	13,879	81.65
Released	(94,798)	53.03	(19,487)	70.82
Forfeited	(40,254)	67.68	—	—
Outstanding at December 31, 2014	233,818	70.14	41,622	66.92
Granted	138,518	102.78	10,630	111.72
Released	(77,042)	54.89	(16,567)	52.19
Forfeited	(37,700)	86.77	(569)	101.55
Outstanding at December 31, 2015	257,594	89.99	35,116	86.30
Granted	88,797	88.90	13,053	90.90
Released	(77,712)	78.70	(14,027)	72.01
Forfeited	(33,207)	92.82	(84)	101.25
Outstanding at December 31, 2016	235,472	$ 92.91	34,058	$ 86.30

13. Stock-Based Incentive Plans (Continued)

Liability Classified Awards

The Company has granted cash long-term incentive awards to certain employees ("LTIP awards"). Annual LTIP awards vest over a three-year period and are determined using a multiplier from 0% to 200% of the target award based on the total shareholder return of DineEquity, Inc. common stock compared to the total shareholder returns of a peer group of companies. Though LTIP awards are only paid in cash, since the multiplier is based on the price of the Company's common stock, the awards are considered stock-based compensation in accordance with U.S. GAAP and are classified as liabilities. For the years ended December 31, 2016, 2015 and 2014, credits of $0.5 million and $0.4 million and expenses of $2.4 million, respectively, were included in stock-based compensation expense related to the LTIP awards. At December 31, 2016 and 2015, liabilities of $1.2 million and $1.6 million, respectively, were included as accrued employee compensation and benefits in the consolidated balance sheets.

14. Employee Benefit Plans

401(k) Savings and Investment Plan

Effective January 1, 2013, the Company amended the DineEquity, Inc. 401(k) Plan to (i) modify the Company matching formula and (ii) eliminate the one-year completed service requirement that previously had to be met to become eligible for Company matching contributions. As amended, the Company matches 100% of the first four percent of the employee's eligible compensation deferral and 50% of the next two percent of the employee's eligible compensation deferral. All contributions under this plan vest immediately. DineEquity common stock is not an investment option for employees in the 401(k) plan, other than shares transferred from a prior employee stock ownership plan. Substantially all of the administrative cost of the 401(k) plan is borne by the Company. The Company's matching contribution expense was $2.2 million, $2.4 million and $2.3 million for the years ended December 31, 2016, 2015 and 2014, respectively.

15. Income Taxes

The provision (benefit) for income taxes for the years ended December 31, 2016, 2015 and 2014 was as follows:

	Year Ended December 31,		
	2016	2015	2014
		(In millions)	
Provision (benefit) for income taxes:			
Current			
Federal	$ 60.8	$ 67.3	$ 33.2
State	6.4	8.0	3.6
Foreign	2.3	2.4	2.7
	69.5	77.7	39.5
Deferred			
Federal	(10.6)	(13.6)	(22.1)
State	(3.8)	(0.4)	(2.3)
	(14.4)	(14.0)	(24.4)
Provision for income taxes	$ 55.1	$ 63.7	$ 15.1

The provision (benefit) for income taxes differs from the expected federal income tax rates as follows:

	Year Ended December 31,		
	2016	2015	2014
Statutory federal income tax rate	35.0%	35.0%	35.0%
State and other taxes, net of federal tax benefit	2.7	2.8	2.4
Change in unrecognized tax benefits	0.5	0.8	2.4
Domestic production activity deduction	(0.6)	(0.7)	(6.0)
Research and experimentation tax credit	(0.1)	0.1	(3.4)
State adjustments including audits and settlements	(0.1)	(0.2)	(1.1)
Compensation related tax credits, net of deduction offsets	(0.1)	(0.2)	(0.8)
Changes in tax rates and state tax laws	(1.9)	—	—
Other	0.6	0.2	0.8
Effective tax rate	36.0%	37.8%	29.3%

Note 15. Income Taxes (Continued)

The Company applied a lower state tax rate to the deferred tax balances during second quarter of 2016, a result of the consolidating action discussed under “Events Impacting Comparability of Financial Information,” above. The change in the state tax rates applied to the deferred tax balances lowered the 2016 effective tax rate by 1.9%.

In 2014, the Company retroactively adopted the domestic production activity deduction and the federal research and experimentation tax credits. The total domestic production activity deduction lowered the 2014 effective tax rate by 6.0%. Deductions related to 2014 domestic production activity lowered the 2014 tax rate by 2.3%, while deductions related to domestic production activity in prior years lowered the 2014 tax rate by 3.7%. Similarly, total federal research and experimentation tax credits lowered the 2014 effective tax rate by 3.4%. Tax credits related to 2014 research activity lowered the 2014 tax rate by 0.5%, while tax credits related to research activity in prior years lowered the 2014 tax rate by 2.9%.

The Company files federal income tax returns and the Company or one of its subsidiaries file income tax returns in various state and international jurisdictions. With few exceptions, the Company is no longer subject to federal, state or non-United States tax examinations by tax authorities for years before 2011. During the third quarter of 2016, the Company resolved its appeal regarding tax years 2008 to 2010. No additional deficiencies resulted. The Internal Revenue Service (“IRS”) commenced examination of the Company’s U.S. federal income tax return for the tax years 2011 to 2013 during the year. The examination is anticipated to continue throughout the entire fiscal year 2017. The Company continues to believe that adequate reserves have been provided relating to all matters contained in the tax periods open to examination.

Net deferred tax assets (liabilities) consisted of the following components:

	2016	2015
	(In millions)	
Differences in capitalization and depreciation and amortization of reacquired franchises and equipment	$ 4.7	$ 4.8
Differences in acquisition financing costs	0.3	1.8
Employee compensation	12.6	13.0
Deferred gain on sale of assets	5.5	8.3
Book/tax difference in revenue recognition	45.8	43.9
Other	35.4	35.4
Deferred tax assets	104.3	107.2
Valuation allowance	(1.1)	(1.1)
Total deferred tax assets after valuation allowance	103.2	106.1
Differences between financial and tax accounting in the recognition of franchise and equipment sales	(39.1)	(43.0)
Differences in capitalization and depreciation [1]	(281.3)	(288.9)
Book/tax difference in revenue recognition	(7.8)	(11.7)
Differences between book and tax basis of property and equipment	(14.6)	(14.1)
Other	(14.3)	(17.8)
Deferred tax liabilities	(357.1)	(375.6)
Net deferred tax liabilities	$ (253.9)	$ (269.5)

[1] Primarily related to the Applebee's acquisition.

The valuation allowance of $1.1 million as of both December 31, 2016 and 2015 related to the Massachusetts enacted legislation requiring unitary businesses to file combined reports. As of each reporting date, the Company’s management considers new evidence, both positive and negative, that could impact management’s view with regards to future realization of deferred tax assets. As of December 31, 2016, management determined that, based on available evidence, there was no change to the valuation allowance.

The Company had gross operating loss carryforwards for state tax purposes of $10.7 million and $60.7 million as of December 31, 2016 and 2015, respectively. The net operating loss carryforwards may begin to expire between 2017 and 2034 for state tax purposes.

Note 15. Income Taxes (Continued)

The total gross unrecognized tax benefit as of December 31, 2016 and 2015 was $3.9 million and $3.9 million, respectively, excluding interest, penalties and related income tax benefits. If recognized, these amounts would affect the Company's effective income tax rates.

The Company estimates the unrecognized tax benefits may decrease over the upcoming 12 months by an amount up to $1.7 million related to settlements with taxing authorities and the lapse of statutes of limitations. A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	Year Ended December 31,		
	2016	2015	2014
Unrecognized tax benefit as of January 1	$ 3.9	$ 3.4	$ 2.7
Changes for tax positions of prior years	0.6	1.0	1.2
Increases for tax positions related to the current year	0.1	0.1	0.1
Decreases relating to settlements and lapsing of statutes of limitations	(0.7)	(0.6)	(0.6)
Unrecognized tax benefit as of December 31	$ 3.9	$ 3.9	$ 3.4

As of December 31, 2016, the accrued interest was $1.0 million and accrued penalties were less than $0.1 million, excluding any related income tax benefits. As of December 31, 2015, the accrued interest and penalties were $4.9 million and less than $0.1 million, respectively, excluding any related income tax benefits. The decrease of $3.9 million of accrued interest is primarily related to resolution of recent audits by taxing authorities. The Company recognizes interest accrued related to unrecognized tax benefits and penalties as a component of the income tax provision recognized in the Consolidated Statements of Comprehensive Income.

16. Net Income Per Share

The computation of the Company's basic and diluted net income per share is as follows:

	Year Ended December 31,		
	2016	2015	2014
	(In thousands, except per share data)		
Numerator for basic and diluted income per common share:			
Net income	$ 97,992	$ 104,923	$ 36,453
Less: Net income allocated to unvested participating restricted stock	(1,387)	(1,400)	(521)
Net income available to common stockholders - basic	96,605	103,523	35,932
Effect of unvested participating restricted stock	2	4	—
Numerator - net income available to common shareholders - diluted	$ 96,607	$ 103,527	$ 35,932
Denominator:			
Weighted average outstanding shares of common stock - basic	18,030	18,637	18,753
Effect of dilutive securities:			
Stock options	95	131	203
Weighted average outstanding shares of common stock - diluted	18,125	18,768	18,956
Net income per common share:			
Basic	$ 5.36	$ 5.55	$ 1.92
Diluted	$ 5.33	$ 5.52	$ 1.90

17. Facility Exit Costs

In September 2015, the Company approved a plan to consolidate many core restaurant and franchisee support functions at its headquarters in Glendale, California and communicated the plan to employees. In conjunction with this action, the Company has exited a significant portion of the Applebee's restaurant support facility in Kansas City, Missouri.

During the year ended December 31, 2016 the Company incurred $1.6 million of employee termination costs, primarily relocation costs associated with the consolidation. These charges were included in general and administrative expenses in the Consolidated Statements of Comprehensive Income. The Company also incurred $2.9 million of facility costs, of which $2.5 million related to the termination of the Company's involvement in a lease covering two floors of the facility; the remaining $0.4 million represents the present value of future lease payments, net of assumed sublease rentals, of one floor of the facility. These costs were included as closure and impairment charges in the Consolidated Statements of Comprehensive Income.

During the year ended December 31, 2015, the Company incurred $4.6 million of employee termination costs, primarily severance and relocation costs associated with the consolidation. These charges were included in general and administrative expenses in the Consolidated Statements of Comprehensive Income.

	Employee Termination Costs	Facility Costs	Total Exit Costs
		(In millions)	
Accrued exit costs at December 31, 2014	$ —	$ —	$ —
Charges	4.6	—	4.6
Payments	(1.1)	—	(1.1)
Accrued exit costs at December 31, 2015	3.5	—	3.5
Charges	1.6	2.9	4.5
Payments	(4.9)	(2.5)	(7.4)
Accrued exit costs at December 31, 2016	0.2	0.4	$ 0.6

At December 31, 2016, the $0.2 million of employee termination costs was included in accrued employee compensation and benefits and the $0.4 million of facility costs was included in other non-current liabilities in the Consolidated Balance Sheet. At December 31, 2015, $3.3 million of employee termination costs was included in accrued employee compensation and benefits and $0.2 million was included in other accrued expenses in the Consolidated Balance Sheet.

18. Segment Reporting

Information on segments and a reconciliation of gross profit to income before income tax provision is as follows:

	Year Ended December 31,		
	2016	2015	2014
		(In millions)	
Revenues			
Franchise operations	$ 484.4	$ 494.7	$ 456.1
Rental operations	123.0	127.7	122.9
Company restaurants	17.4	47.9	62.5
Financing operations	9.2	10.8	13.5
Total	$ 634.0	$ 681.1	$ 655.0
Gross profit (loss), by segment			
Franchise operations	$ 339.7	$ 355.7	$ 334.3
Rental operations	31.5	33.1	28.3
Company restaurants	(0.8)	(0.1)	(0.2)
Financing operations	9.0	10.3	12.7
Total gross profit	379.4	399.0	375.1
Corporate and unallocated expenses, net	(226.3)	(230.4)	(323.5)
Income before income tax provision	$ 153.1	$ 168.6	$ 51.6
Interest expense			
Rental operations	$ 11.8	$ 13.5	$ 14.7
Company restaurants	0.4	0.4	0.4
Corporate	61.5	63.3	96.6
Total	$ 73.7	$ 77.2	$ 111.7
Depreciation and amortization			
Franchise operations	$ 10.6	$ 10.4	$ 10.4
Rental operations	12.4	12.8	13.2
Company restaurants	0.4	0.6	2.1
Corporate	7.2	9.0	9.0
Total	$ 30.6	$ 32.8	$ 34.7
Closure and impairment charges			
Company restaurants	$ 2.2	$ 2.6	$ 3.7
Corporate	2.9	—	—
Total	$ 5.1	$ 2.6	$ 3.7
Capital expenditures			
Company restaurants	$ 0.3	$ 1.6	$ 1.5
Corporate	5.3	5.0	4.4
Total	$ 5.6	$ 6.6	$ 5.9
Goodwill (franchise segment)	$ 697.5	$ 697.5	$ 697.5
Total assets			
Franchise operations	$ 1,608.7	$ 1,643.9	$ 1,635.0
Rental operations	339.5	324.5	344.3
Company restaurants	126.8	166.1	177.7
Financing operations	88.2	97.4	109.9
Corporate	115.4	100.0	126.8
Total	$ 2,278.6	$ 2,331.9	$ 2,393.7

19. Selected Quarterly Financial Data (Unaudited)

	Revenues	Gross Profit	Net Income (Loss)	Net Income (Loss) Per Share—Basic[2]	Net Income (Loss) Per Share—Diluted[2]
	(In thousands, except per share amounts)				
2016					
1st Quarter	$ 163,524	$ 99,424	$ 25,543	$ 1.38	$ 1.37
2nd Quarter	160,258	97,375	26,829	1.46	1.45
3rd Quarter	156,017	91,684	24,273	1.33	1.33
4th Quarter	154,174	90,935	21,347	1.18	1.18
2015					
1st Quarter	$ 175,814	$ 100,286	$ 28,412	$ 1.49	$ 1.47
2nd Quarter	171,549	96,807	26,897	1.41	1.40
3rd Quarter	162,437	96,685	24,257	1.29	1.28
4th Quarter [1]	171,300	105,228	25,357	1.36	1.35

(1) Fiscal 2015 consisted of 53 calendar weeks, with the 4th quarter containing 14 calendar weeks.

(2) The quarterly amounts may not add to the full year amount as each quarterly calculation is discrete from the full-year calculation.

20. Subsequent Event

On February 17, 2017, the Company announced the resignation of its Chairman and Chief Executive Officer (the "CEO"), effective March 1, 2017. In accordance with the Separation Agreement and General Release filed as Exhibit 10.1 to Form 8-K filed on February 17, 2017, the CEO will receive a cash payment of approximately $5.8 million, primarily for severance and separation pay. The CEO will also vest in all unvested stock options and restricted stock awards. The Company expects to record a charge of approximately $2.9 million related to the accelerated vesting of the equity awards in the first quarter of 2017.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

We maintain "disclosure controls and procedures," as such terms are defined in Rule 13a-15(e) and 15d-15(e) promulgated under the Exchange Act of 1934, as amended, that are designed to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, management recognized that disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the disclosure controls and procedures are met. Additionally, in designing disclosure controls and procedures, our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible disclosure controls and procedures. The design of any disclosure controls and procedures also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

Based on their assessment as of the end of the period covered by this report, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective at the reasonable assurance level.

<u>EXHIBIT B</u>

STATE ADMINISTRATORS

STATE ADMINISTRATORS

We have filed Applications for Registration or Applications for Exemption of our franchise disclosure document or are exempt from registration with the following state agencies:

CALIFORNIA
Commissioner
Department of Business Oversight
320 W. 4th Street, Suite 750
Los Angeles, California 90013
(213) 576-7500

HAWAII
Commissioner of Securities
Dept. of Commerce & Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS
Franchise Bureau
Office of Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA
Office of Secretary of State
Indiana Securities Division
302 W. Washington, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND
Securities Division
Office of the Attorney General
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-6360

MICHIGAN
Franchise Section
Consumer Protection Division
Michigan Dept. of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
(517) 373-7117

MINNESOTA
Securities Section
Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101
(651) 296-6328

NEW YORK
Investor Protection Bureau
Office of the New York Attorney General
120 Broadway, 23rd Floor
New York, New York 10271
(212) 416-8211

NORTH DAKOTA
North Dakota Securities Department
600 East Boulevard Ave., 5th Floor
Bismarck, North Dakota 58505
(701) 328-4712

RHODE ISLAND
Securities Division
Department of Business Regulation
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, Rhode Island 02910
(401) 462-9588

SOUTH DAKOTA
Division of Securities
Department of Labor and Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-4823

VIRGINIA
Division of Securities & Retail Franchising
State Corporation Commission
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON
Securities Division
Department of Financial Institutions
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN
Division of Securities
Dept. of Financial Institutions
201 W. Washington Avenue, Suite 300
Madison, Wisconsin 53703
(608) 266-0448

<u>EXHIBIT C</u>

AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

California	Commissioner of Department of Business Oversight California Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344
Hawaii	Commissioner of Securities Dept. of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706
Indiana	Secretary of State 201 State House 200 W. Washington Street Indianapolis, IN 46204
Maryland	Securities Commissioner Office of the Attorney General 200 St. Paul Place Baltimore, Maryland 21202
Michigan	Department of Commerce Corporations and Securities Bureau Office of Franchise and Agent Licensing 6546 Mercantile Way, P.O. Box 30222 Lansing, MI 48910
Minnesota	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198
New York	Secretary of State One Commerce Plaza, 99 Washington Ave Albany, NY 12231

North Dakota	Securities Commissioner 600 East Boulevard, 5th Floor Bismarck, ND 58505
Oregon	Director, Department of Consumer & Business Services 350 Winter Street NE Salem, OR 97301-3878
Rhode Island	Director, Securities Division Rhode Island Department of Business Regulation John O. Pastore Complex 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02910
South Dakota	Director of the Division of Securities Department of Labor and Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501
Virginia	Clerk, Virginia State Corporation Commission 1300 E. Main Street, First Floor Richmond, VA 23219
Washington	Director, Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Administrator, Division of Securities Department of Financial Institutions 201 W. Washington Avenue, 3rd Floor Madison, WI 53703

EXHIBIT D

APPLICANT'S FEE LETTER AGREEMENT

STANDARD FORM APPLICANT'S FEE LETTER AGREEMENT

[Applebee's Franchisor LLC Letterhead]

Dear __________________:

This will acknowledge receipt by Applebee's Franchisor LLC (the "Company") of the amount of $15,000 (the "Fee"), from ___________________ ("Applicant"), in connection with the Applicant's request to enter into a Development Agreement with the Company pursuant to which Applicant would develop a specified minimum number of Applebee's Neighborhood Grill & Bar restaurants. Applicant specifically acknowledges that acceptance of the Fee by the Company does not constitute an offer for a franchise or any commitment or obligation by the Company to the Applicant. No offer, commitment, undertaking, estoppel or obligation of any nature whatsoever shall be implied in fact, law or equity unless and until the Development Agreement providing for the transaction has been executed and delivered by all parties thereto. Notwithstanding the acceptance of the Fee, neither party (and no person or entity related to any such party) will be under any legal obligation to the other party other than as described in this Letter Agreement.

The Company will use the Fee to defray in part the expenses incurred by the Company in reviewing and processing Applicant's request to become a developer of Applebee's Neighborhood Grill & Bar restaurants. Applicant specifically acknowledges that the Fee is not refundable under any circumstances.

Please return the countersigned original of this letter to the Company to indicate your agreement with the terms of this letter.

Sincerely,

APPLEBEE'S FRANCHISOR LLC

By: ____________________________

Agreed to this _____ day of ________, 20____.

[Applicant]

By: ___________________________________

EXHIBIT E

DEVELOPMENT AGREEMENT

STANDARD FORM

APPLEBEE'S NEIGHBORHOOD GRILL & BAR

DEVELOPMENT AGREEMENT

____

(Name of Developer)

____

(Date)

____

(General Description of Territory)

2017

SUMMARY PAGES

1. Addresses for Notices:

Franchisor: Applebee's Franchisor LLC
450 North Brand Boulevard, 7th Floor
Glendale, California
Attn: General Counsel
Telephone Number: (818) 240-6055
Fax Number: (818) 637-3617

Developer: ___________________________
____
____
Attn.: ______________________
Telephone Number: __________
Fax Number: ________________

2. Delivery Date of Franchise Disclosure Document: __________________, 20__

3. Development Deposit: $10,000 per Restaurant listed on the Development Schedule

4. Development Schedule:

Development Period Number	Date of Opening	Total Number of Stores That Must Be Open and in Operation at the End of the Development Period
1		1
2		2
3		3

5. Effective Date: ____________, 20___

6. Expiration Date: ____________, 20___

7. Governing Law and Jurisdiction: State of Kansas and Federal Courts of the State of Kansas (Johnson County)

8. Initial Franchise Fee: $35,000 for each Restaurant to be developed

9. Ownership Interests in Developer are owned by:

	Name	Percentage
1.	______________________	________
2.	______________________	________
3.	______________________	________
4.	______________________	________
5.	______________________	________

10. Principal Shareholder(s): _____________________________

11. Territory: The geographic area within which the Developer is to develop the Restaurant required by the initial Development Schedule set forth above: ____ ____ ____

12. Transfer Fee: $2,500 for this Agreement

The Summary Pages are provided for information purposes only and to the extent the Summary Pages conflict with the terms of the Development Agreement, the terms of the Development Agreement will control.

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APPLEBEE'S NEIGHBORHOOD GRILL & BAR
DEVELOPMENT AGREEMENT

This Agreement is made this ________ day of ___________________, 20_____, by and between Applebee's Franchisor LLC, a Delaware limited liability company ("**Franchisor**"), ____, a (______________________ corporation, sole proprietorship, ______________________ partnership, ______________________ limited partnership [*strike inappropriate language*]) ("**Developer**") and ____ (collectively, the "**Principal Shareholders**" and, individually, a "**Principal Shareholder**" of Developer if a corporation or general partner of Developer is a limited partnership having as its general partner a corporation) and ____ ("**General Partner**") of Developer if Developer is a limited partnership).*

* (If Developer is not a corporation or a sole proprietorship, or if Developer is a limited liability company, the parties hereto hereby agree that an Addendum shall be attached to this Agreement so as properly to reflect the responsibilities of the partners of any general partnership, the general partner of any limited partnership and the shareholders of any corporate general partner of any partnership, or the members of any limited liability company.)

WITNESSETH:

RECITALS

A. Franchisor owns the rights to develop and operate a unique system of restaurants which specialize in the sale of high quality, moderately priced food and alcoholic beverages in an attractive, casual setting. Franchisor owns the service mark Applebee's Neighborhood Grill & Bar and variations of such mark, and other service marks and trademarks which may be adopted for use in the future (the "**Marks**"), designs, decor and color schemes for restaurant premises, signs, equipment, procedures and formulae for preparing food and beverage products, specifications for certain food and beverage products, inventory methods, operating methods, financial control concepts, training facilities and teaching techniques ("the **System**"). Franchisor has the right to use the Marks and the System, with the further right to offer franchises for the use of the Marks and the System.

B. Franchisor established, through its own development and operation, and through the granting of franchises to develop and operate, a chain of Applebee's Neighborhood Grill & Bar restaurants which are distinctive; which are similar in appearance, design and decor; and which are uniform in operation and product consistency.

C. The value of the Marks used in the System is based upon: (1) the maintenance of uniform high quality standards in connection with the preparation and sale of Franchisor-approved food and beverage products; (2) the uniform high standards of appearance of the individual restaurant units in the System; (3) the use of distinctive trademarks, service marks, building designs and advertising signs representing a uniformly high quality of product and services; and (4) the assumption by Franchisor and its franchisees of the obligation to maintain and enhance the goodwill and public acceptance of the System (and of the Marks) by strict adherence to the high standards required by Franchisor.

D. Developer desires to obtain the right to develop restaurant units franchised by Franchisor within the geographic area specified in Appendix A hereto ("**Territory**"), for the period specified in Subsection 1.1, pursuant to the terms, conditions and provisions which are set forth in this Agreement.

NOW, THEREFORE, in consideration of Franchisor granting to Developer the right to develop restaurant units franchised by Franchisor which employ the System ("**Restaurants**") in the Territory for such period, and in consideration of the mutual obligations which are provided for herein, it is hereby agreed as follows:

1. GRANT OF DEVELOPMENT RIGHTS

1.1 Franchisor grants Developer the right to develop Restaurants only in the Territory for a period commencing on the date hereof and expiring on ___________, 20__, unless sooner terminated as hereinafter provided. Developer has no rights under this Agreement to develop Restaurants outside of the Territory or to develop restaurants which do not employ the System, including the Applebee's Neighborhood Grill & Bar service mark.

1.2 During the term of this Agreement, Franchisor shall not operate a restaurant utilizing the System or license any other person to operate a restaurant utilizing the System in the Territory. However, nothing in this Agreement shall prohibit or infringe upon Franchisor's right to operate a restaurant or license any other person to operate a restaurant in the Territory which does not utilize the System or use the Applebee's Neighborhood Grill & Bar service mark. In addition, Franchisor specifically reserves the right to operate or license any other person to operate restaurants in any location within an airport (serviced by one or more public or charter carrier), train station, bus terminal, port authority, campus at any college, university or other post-secondary education institution, hospitals and other health care facilities, arena, stadium, state or national park, or military fort, post or base, travel plaza or casino which may be within the boundaries of the Territory otherwise granted to Developer. Further, Developer acknowledges and agrees that Franchisor or any one or more of its subsidiary or affiliated companies or divisions shall have the right to operate or license any other person to operate such other restaurants which may or will compete with the Restaurants, under a system and service mark other than Applebee's Neighborhood Grill & Bar.

1.3 After this Agreement expires or is terminated, Franchisor shall have the complete and unrestricted right to operate or license other persons to operate a restaurant utilizing the System in the Territory.

2. INITIAL DEVELOPMENT SCHEDULE

2.1 Developer shall develop a total of _________ (____) Restaurants franchised by Franchisor in the Territory during the period commencing on the date hereof and expiring on _____________, 20_____, in accordance with the following development schedule:

(a)[1] During the first Initial Development Period under this Agreement, Developer shall develop at least _________ (___) Restaurants within the Territory, each of which shall be open for operation and doing business on _________________, ________ (the end of the first Initial Development Period under this Agreement).

(b) During the second Initial Development Period under this Agreement, Developer shall develop the number of Restaurants within the Territory necessary to result in the existence of _________ (___) such Restaurants developed by Developer which are open for operation and doing business on _________________, ________ (the end of the second Initial Development Period under this Agreement).

(c) During the third Initial Development Period under this Agreement, Developer shall develop the number of Restaurants within the Territory necessary to result in the existence of _________ (____) such Restaurants developed by Developer which are open for operation and doing

[1] The periods specified in Subsection 2.1(a)-(c) may be revised, deleted or added to in order to reflect the number of Restaurants Developer is obligated to develop and the time in which the Developer is obligated to open such Restaurants.

business on ______________, ________ (the end of the third Initial Development Period under this Agreement).

Each of the periods specified in Subparagraphs (a) through (___) hereof is sometimes referred to hereinafter as an "**Initial Development Period**."

2.2 During any Initial Development Period, subject to the provisions of this Agreement, Developer is free to develop more than the total minimum number of Restaurants which Developer is required to develop during that Initial Development Period. Any such Restaurants developed, open for operation and doing business during an Initial Development Period in excess of the minimum number required to be developed during that Initial Development Period shall be applied to satisfy Developer's development obligation during the next succeeding Initial Development Period or next succeeding Subsequent Development Period (as defined in Section 3 hereof), if any, as the case may be. Notwithstanding the above, Developer shall not develop more than the total number Restaurants approved by Franchisor for development under this Agreement.

2.3 Strict compliance with the development schedule specified in Subsection 2.1 hereof is of the essence of this Agreement. If Developer fails to fulfill its specified development obligation with respect to any of the Initial Development Periods specified in Subsection 2.1 hereof, this Agreement shall terminate 60 days after the end of the Initial Development Period in question, unless by the end of such 60 day period Developer has fulfilled the development obligation relating to such Initial Development Period.

3. SUBSEQUENT DEVELOPMENT SCHEDULE; DEVELOPMENT OBLIGATIONS GENERALLY

3.1 During the period commencing on ______________, 20_____, and expiring on _________________, 20____, Developer shall develop and open for business in the Territory, in accordance with the parameters established under Subsection 3.2, that number of additional Restaurants as is required to achieve at the end of such period, a total number of Restaurants open for business within the Territory which, after including the Restaurants developed during the Initial Development Periods, will equal the Minimum Development Potential of the Territory (as defined herein below).

3.2 (a) Each consecutive period of two or more years, commencing with the period beginning on _______________, 20____, is hereafter referred to as a "**Subsequent Development Period**."

(b) On or before the commencement of each Subsequent Development Period, Franchisor shall provide to Developer in writing the number of Restaurants to be developed by Developer during such Subsequent Development Period ("**Subsequent Development Schedule**"), together with a detailed summary of the Minimum Development Potential calculations used to determine the Subsequent Development Schedule. The minimum development potential ("**Minimum Development Potential**") shall be determined as follows:

(i) Each Area of Dominant Influence ("**A.D.I.**"), as determined by the 1988 Arbitron Ratings, comprising all or a portion of the Territory shall be placed into one of four market categories ("**Market Categories**"), identified as either a "**Small Market**," defined as those A.D.I.'s containing less than 135,000 households in metropolitan counties within the Territory with incomes greater than $25,000 ("**Income Qualified Metro Household**"); a "**Medium Market**," defined as those A.D.I.'s containing 135,000 to 399,999 Income Qualified Metro Households; a "**Large Market**," defined as those A.D.I.'s containing 400,000 to 1,399,999 Income Qualified Metro Households; or a "**Mega Market**," defined as those A.D.I.'s containing 1,400,000 or more Income Qualified Metro Households (Small Market, Medium Market, Large Market or Mega Market may also be referred to herein individually as an "**A.D.I. Market**" or collectively as "**A.D.I. Markets**." The income level set forth above may, but need not, be adjusted upward or downward by Franchisor once every five years in order to reflect changes in household income, such adjustments to be determined by reference to the United States Census Bureau's Median Household Income Index or if such index no longer exists at the time it is to be used, then the index employed shall be such other generally known index used by NPD Crest or other such similar company then used by Franchisor.

(ii) Each county within an A.D.I. Market shall be classified as a "**Metropolitan County**," those counties with a total population greater than 50,000; a "**Small Town County**," those counties with a total population of 20,000 to 50,000; or an "**Other County**," those counties with a total population less than 20,000 (Metropolitan County, Small Town County and Other County may be for description purposes also referred to herein as a "**County Type**").

(iii) Each A.D.I. Market shall at that time be assigned to one of four development groups according to the level of development penetration which Developer has achieved in the A.D.I. Market as compared to the level of development penetration achieved by all domestic development in the System. The four development groups will be determined by ranking each A.D.I. in the System within each of the Market Categories from most developed to least developed. The A.D.I.'s in ranking order from most developed to least developed shall then be divided into four substantially equal development groups: "Opportunistic Group," "Second Group," "Third Group" and "Lower Limit Group." The average number of Restaurants per Income Qualified Metro Household developed by the top three territories in the System of the Second Group in each A.D.I. Market category shall be the development target for each such A.D.I. Market category ("**Penetration Target**").

(iv) The total number of Restaurants to be developed by Developer in each Metropolitan County of an A.D.I. Market shall be equal to the number of Income Qualified Metro Households in such A.D.I. Market divided by the Penetration Target ("**Metropolitan Development Potential**"). The Metropolitan Development Potential minus the number of Restaurants in each Metropolitan County then open and operating in said A.D.I. Market shall be the number of Restaurants in each Metropolitan County then available for development in the A.D.I. Market ("**Metropolitan Development Balance**").

(v) The Minimum Development Potential shall be the maximum number of Restaurants Franchisor may include on the Subsequent Development Schedule and thus require Developer to develop in the A.D.I. Market during the next Subsequent Development Period; subject, however, to the minimum and maximum development criteria outlined in paragraph (c) and (d) of this Subsection 3.2. In the event, however, a particular A.D.I. Market is in the Opportunistic Group, Developer and Franchisor shall negotiate in good faith a mutually agreeable Subsequent Development Schedule; provided, however, said Subsequent Development Schedule shall not reflect a number of Restaurants less than the remaining undeveloped portion of the Metropolitan Development Potential, nor shall the Developer be required (without its consent) to develop more than the remaining undeveloped portion of the Metropolitan Development Potential.

(c) During each Subsequent Development Period that Developer has less than ten Restaurants open and operating in the Territory, Developer shall be required to develop no more than one Restaurant each calendar year that the number of Restaurants in Developer's Territory does not meet or exceed the Minimum Development Potential of the Territory. During each Subsequent Development Period that Developer has ten or more Restaurants in the Territory, Developer shall be required to develop no more than two Restaurants each calendar year that the number of Restaurants in the Territory does not meet or exceed the Minimum Development Potential for the Territory.

(d) Notwithstanding the Minimum Development Potential for which Developer might otherwise be obligated in order to satisfy the Penetration Target for the Territory, Developer shall not be required to develop more than 10 Restaurants in any one calendar year in the Territory. In the event Developer holds other development agreements with the System or the Principal Shareholders of Developer are the identical Principal Shareholders of other entities who hold other development agreement(s) within the System (such other entities being defined hereunder as "**Affiliates**"), Developer, together with such Affiliates, may limit its combined development under all such development agreements to no more than 10 Restaurants in the aggregate in any calendar year. Provided, however, Developer and Principal Shareholder(s) hereby acknowledge that if Developer exercises its option under this provision to limit its combined development with its Affiliates and after so limited its development, Developer (together with its Affiliate) does not achieve such aggregate development, Developer shall be in default under that development agreement (or all such development agreements as the case may be) but only such development agreement(s) which did not meet the individual Subsequent Development Schedule calculated and agreed to for that individual development agreement.

(e) If the Developer has timely developed and opened for operation the Restaurant called for by the Initial Development Schedule and thereafter during a Subsequent Development Period objects to the development of the last Restaurant required during that Subsequent Development Period under Article 3 hereof, then Franchisor hereby grants Developer the right to make a written demand for a study as to whether said last Restaurant may be located in the Territory or whether said Restaurant will at that time cannibalize the sales and traffic with respect to its other existing Restaurants in the Territory. In the event a written request for such a study is received by Franchisor prior to the end of the Subsequent Development Period in question and prior to any default under the Development Agreement, then in such an event, Franchisor and Developer shall in good faith attempt to resolve the issue regarding whether the last Restaurant should or should not be developed and opened. If an agreement cannot be reached (which process may include the Franchisor and Developer ordering a PIN study at Developer's cost), Franchisor and Developer shall submit the disagreement to the National Franchise Mediation Board ("**NFMB**"), as herein defined below, for handling and disposition. The submission of said disagreement will be in accordance with subsection 3.2 (f)(i) hereof.

(f) The following shall apply to the submission to the NFMB pursuant to the preceding paragraph:

(i) The disagreement shall be submitted by the Developer by way of a written demand for mediation tendered to Franchisor within 30 days after Franchisor has indicated to Developer than an agreement cannot be reached. Developer will deposit $35,000 with Franchisor at the time of the filing of its written demand for mediation. If the demand or the deposit or either or both of them are not so timely made, then in such an event, the Developer shall be deemed to have waived its right to request mediation and further, shall be deemed to have elected to accept the full number of Restaurants Franchisor had determined for the Subsequent Development Period then in question. The NFMB will determine in its sole discretion the procedure, time limits and additional filing and responses required with respect to the mediation. However, it is understood and agreed by all parties that the mediation is intended to provide a more expeditious resolution of the matter submitted to the NFMB. The mediation decision to be rendered by the NFMB will be binding upon all parties to the mediation. The party for whom a favorable decision is rendered shall receive from the other party reimbursement for all out-of-pocket costs and expenses, including attorneys' fees incurred and any PIN study conducted with respect to the mediation, which are determined to be reasonable by the NFMB.

(ii) At the conclusion of the mediation, the NFMB shall issue its decision either supporting Developer and indicating that the last Restaurant need not be developed as a part of the Subsequent Development Period in question, or conversely, supporting Franchisor and indicating that the last Restaurant should be a part of the development for that Subsequent Development Period. If the decision of the NFMB supports the Developer, then in such an event, the Developer shall maintain its rights to the Territory, and shall continue to maintain its right to develop therein in the future. Provided, however, Franchisor may request further development during future Subsequent Development Periods. In addition, Franchisor shall reimburse Developer the $35,000 previously deposited at the commencement of the mediation process.

(iii) If the decision of the NFMB supports the Franchisor, then in such an event, the Developer shall be required to construct and open the last Restaurant, pursuant to the development schedule originally listed as a part of the Subsequent Development Period so in question. In addition, the funds previously deposited by Developer with Franchisor shall be applied to the Franchise Fee due for such Restaurant. However, in the event Developer fails to develop the Restaurant, the $35,000 shall be forfeited and shall become the exclusive property of Franchisor and further, the development rights granted by the Development Agreement shall terminate and be of no further force and effect.

(iv) If, after a new developer has been appointed to open the last Restaurant, and said Restaurant has opened for operation, and within the first 12 months of operation of said Restaurant, Developer believes that said new developer's Restaurant has had a significant cannibalization effect upon one or more of Developer's Restaurants, then in such an event, the Developer may avail itself of the following post impact process ("**Post Impact Process**"). The Post Impact Process will consist of the submission of the positions of the Developer, new developer and Franchisor to the NFMB for study and mediation. The Post Impact Process is and shall be from time to time more fully outlined in the Manuals. The NFMB shall have the right to issue a non-binding determination as to whether or not the Developer's Restaurant or Restaurants (as the case may be) were, in fact, significantly cannibalized as contended by Developer and if so determined, a recommendation on whether any and what type of royalty relief or other relief, if any, shall be granted Developer. The parties agree to exhaust the foregoing remedies and seek the mediation provided by the NFMB prior to submitting the matter to any judicial tribunal.

3.3 Strict compliance with the development schedule established in accordance with Subsection 3.2 hereof is of the essence of this Agreement. If Developer shall fail to fulfill its specified development obligation with respect to any Subsequent Development Period, this Agreement shall automatically terminate 60 days after the end of the Subsequent Development Period in question, unless by the end of such 60-day period Developer has fulfilled the development obligation relating to such Subsequent Development Period.

3.4 If, during the term of this Agreement: (a) Developer transfers or disposes of any Restaurant developed hereunder in accordance with the provisions hereof, or for any other reason ceases to operate any Restaurant developed hereunder; and (b) after such transfer or other cessation of operation the premises no longer are utilized for the operation of a Restaurant, Developer's development obligation in the Initial or Subsequent Development Period in which such transfer or other cessation of operations occurred shall increase by the number of Restaurants which Developer so transferred, disposed of or which otherwise ceased to operate.

3.5 Notwithstanding the foregoing Subsection 3.2 and in addition thereto, Franchisor shall further divide those counties identified as Small Town Counties and Other Counties ("**STC**") and provide for the development of such counties.

(a) Franchisor shall request Developer to commit to develop and open for operation pursuant to a pre-determined development schedule the number of Restaurants utilizing a Small Town Restaurant prototype ("**STC Restaurant**") and in the specified counties set forth on the written request tendered to Developer by Franchisor (the "**STC Notice**"). The STC Notice provided Developer will further reflect the proposed development schedule for all such STC Restaurants. Within 30 days of Developer's receipt of such STC Notice, Developer shall indicate in writing whether it desires to develop an STC Restaurant in all or a portion of the counties listed. Thereafter, the development schedule suggested in the STC Notice will be adjusted by the Franchisor, using the same pace of development as set forth in

Subsection 3.2(c) and Subsection 3.2(d). With respect to this process, the Franchisor and Developer will review the development feasibility of each county listed in the STC Notice, giving appropriate consideration to such factors as liquor license availability, proximity to existing Restaurants, the presence or absence of competitive concepts and other such matters as Franchisor deems appropriate. Any counties removed from the purview of the STC Notice by such negotiations will be returned to the pool of unused counties for possible future development. At or before the conclusion of the 30-day notice period, unless otherwise extended in writing, Developer shall:

(i) Signify its agreement to develop in accordance with the STC Notice in all of the listed counties and in accordance with the proposed development schedule included with the revised STC Notice and as a result, Developer's right to develop Restaurants in the Territory as previously granted remains unaffected;

(ii) Signify its agreement to develop an STC Restaurant in a portion of the STC Notice listed counties, and in such an event, Developer shall no longer have the right to develop Restaurants in the counties in which it chose not to develop the STC Restaurant and will be subject to the terms set forth in subparagraph (c) below; or

(iii) Reject the development of an STC Restaurant in all of the STC Notice listed counties, and in such an event, Developer shall no longer have the right to develop Restaurants in the counties listed in the final STC Notice and will be subject to the terms of subparagraph (c) below; or

(iv) Seek mediation of the inclusion of one or more of the counties in the STC Notice with the National Franchise Mediation Board in accordance with Subsection 3.6(b); or

(v) Fail to respond in writing to the STC Notice, in which event the Developer will no longer have the right to develop Restaurants in the counties set forth in the STC Notice and will be subject to the terms of subparagraph (c) below.

(b) In the event the Developer contests the STC Notice as referenced in subsection 3.6(a)(iv) above, such disagreement shall be submitted for mediation to the National Franchise Mediation Board, which shall be comprised of two individuals appointed by Franchisor, two individuals appointed by the Franchise Business Council and one individual chosen by the foregoing four individuals, in accordance with the following:

(i) Developer will deposit with Franchisor at the time of the filing of its written demand for mediation an amount equal to $35,000 times the number of counties about which Developer is contesting development. Notwithstanding the foregoing, in no event shall less than $35,000 be so deposited. If the deposit is not so timely made, then in such an event, the Developer shall be deemed to have waived its right to request mediation and further, deemed to have elected alternative (v) as set forth in subparagraph 3.6(a).

(ii) The NFMB will determine in its sole discretion the procedure, time limits and additional filing and responses required with respect to the mediation. However, it is understood and agreed by all parties that the mediation is intended to provide a more expeditious resolution of the matter submitted to the NFMB.

(iii) The mediation decision to be rendered by the NFMB will be binding upon all parties to the mediation.

(iv) The party for whom a favorable decision is rendered shall receive from the other party reimbursement for all out-of-pocket costs and expenses, including attorneys' fees, incurred with respect to the mediation which are determined to be reasonable by the NFMB.

(v) At the conclusion of the mediation, the NFMB shall issue its decision either supporting Developer and indicating that the county(ies) to which the Developer objected shall be removed from the STC Notice and returned to the pool of unused county(ies), or conversely, supporting Franchisor and indicating that the county(ies) about which an objection was raised should be so included in the STC Notice and therefore an STC Restaurant should be developed therein.

(vi) If the decision of the NFMB supports the Developer, then in such an event, the Developer shall maintain its right to the county(ies) in question, and shall continue to maintain its right to develop therein in the future. In addition, the amount deposited by Developer shall be refunded to Developer.

(vii) If the decision of the NFMB supports the Franchisor, then in such an event, the Developer shall be required to construct the STC Restaurant in the county(ies) in question, pursuant to the development schedule originally listed in the STC Notice. The funds previously deposited by Developer with Franchisor shall be applied to the Franchise Fee due for each of said units at the rate of $35,000 per each unit. In the event Developer fails to develop some or all of the STC Restaurants in the county(ies) here in question, any unused deposit shall be forfeited and further, the Developer's rights to the county(ies) in which no development occurred shall be terminated and not subject to any first right of refusal rights, notwithstanding anything herein to the contrary.

(c) Except as otherwise provided in subparagraph 3.6(b) hereof, in the event that the Developer, after receiving its STC Notice, falls within the purview of subsections 3.6(a)(ii), (iii), or (v) above, the counties for which the Developer rejected the right to develop an STC Restaurant, Franchisor may in its discretion seek another franchisee to develop the rejected counties or develop STC Restaurants in those counties on its own. Upon the identification of a *bona fide* prospective franchisee for those counties or upon the determination by Franchisor that it will develop those counties, Franchisor shall provide Developer with a written first right of refusal notice ("**FROR Notice**"), which FROR Notice will set forth the counties in question and the schedule of development. Developer shall have 30 days within which to respond to such FROR Notice in writing. Such response shall be solely to accept or reject in whole its right of refusal. No partial acceptances will be honored by the Franchisor. In the event the Developer fails to respond or responds and indicates its desire not to develop the counties listed, then Developer's right to develop such counties shall no longer be valid and exclusivity rights previously granted in the Development Agreement as to those counties shall be of no further effect, and in such an event the Franchisor may grant a third party prospective franchisee the right to develop STC Restaurants in those counties or develop STC Restaurants itself, without regard to the Developer. Conversely, if the Developer responds to the FROR Notice in writing and indicates its desire to build the STC Restaurants listed in compliance with the schedule set forth, and at the same time tenders a non-refundable deposit in the amount of thirty five thousand dollars ($35,000) for each of the Restaurants to be developed in the counties listed in the FROR Notice, the Developer shall have the right to develop said STC Restaurants and shall further retain the right to develop Restaurants in the counties so listed.

(d) As to the other counties unallocated under the foregoing process set forth in subsection (c) above, Franchisor may issue future notices regarding development of the same STC Restaurants for use in some or all of the counties. Further, Franchisor may create other new small town prototypes using the System developed for the Restaurants, which extend the brand name but which would more likely be adaptable to the demographics shown for some or all of the other counties which have not been identified for development under the preceding sentence or under subparagraph (b) above. As each such release (which may be in one or more increments) is developed by the Franchisor, the same procedures set forth in subparagraphs (a) and (b) above shall apply.

(e) The development and opening of an STC Restaurant in a listed county will not apply to or substitute for the development required under Section 2.1 hereof. However, in the event Developer fails to develop and open the Restaurants called for under Section 3.6(a) hereof pursuant to the schedule established by Franchisor, such default in development shall only affect the Developer's right to open and operate in the counties so listed. If Developer fails to open one or more of the STC Restaurants in the total aggregate time period set forth in the schedule, then in such an event, Developer shall lose its rights to develop any STC Restaurants in the counties listed in the STC Notice or the FROR Notice (as the case may be) wherein no Restaurant is in operation and further, the exclusivity provided by this Development Agreement shall be of no further force or effect with respect to those counties listed in said Notice (but only as to said affected counties) and Franchisor may grant development rights to a third party or develop said counties itself. It is understood that the 60-day period provided for in Section 2.3 of the Development Agreement shall apply to all of the Restaurants to be developed under this paragraph.

4. FRANCHISE FEE AND ROYALTY RATE

4.1 Developer shall pay Franchisor a franchise fee of $35,000 with respect to each Restaurant which is developed pursuant to this Agreement during the Initial Development Periods. Thereafter, Developer shall pay Franchisor a franchise fee in an amount which is equal to the amount of the franchise fee then in effect at the time of the issuance of the franchise agreement for each additional restaurant to be opened during any Subsequent Development Period. The amount of the franchise fee shall be set forth in the franchise disclosure document received by the Developer from Franchisor immediately preceding the issuance of such franchise agreement. Simultaneously with the execution of this Agreement, Developer shall pay to Franchisor, by certified check, wire transfer, or other electronic transfer, the amount of $__________ ("**Franchise Fee Deposit**"). Said Franchise Fee Deposit shall be equal to $10,000 for each of the Restaurants to be developed during the Initial Development Periods. The remaining balance of the franchise fees for each of the Restaurants to be developed during the Initial Development Periods shall be paid by certified check, wire transfer or electronic funds transfer as follows: half of the balance shall be paid upon signing a franchise agreement for that Restaurant and the remaining balance shall be paid 14 days prior to the scheduled opening of the Restaurant. The Franchise Fee Deposit shall be proportionately allocated to the franchise fee due with respect to each Restaurant to which it applies, provided Developer timely opens such Restaurant. The franchise fee with respect to each Restaurant to be developed during a Subsequent Development Period or with respect to any additional Restaurants developed during the Initial Development Periods shall be paid by certified check, wire transfer or electronic funds transfer in the same manner. The Franchise Fee Deposit is non-refundable and any amount that has not been applied toward a franchise fee will be forfeited.

4.2 Developer shall have no right to recover from Franchisor, directly or indirectly, any of the franchise fees which are prepaid pursuant to Subsection 4.1 hereof.

4.3 As partial consideration for the rights granted to Developer pursuant to the franchise agreements covering the Restaurants which Developer develops hereunder, Developer (as franchisee under each such franchise agreement) shall pay Franchisor a monthly royalty fee as determined by Franchisor. Until January 1, 2020, the monthly royalty fee shall not exceed 4% of each calendar month's gross sales (as that term is defined in the form of franchise agreement which is attached hereto as **Appendix B**). Thereafter, the monthly royalty fee shall be as determined by Franchisor.

4.4 Pursuant to its obligations hereunder and under the applicable franchise agreements, Franchisor will make various expenditures in connection with the development of prospective Restaurant sites by Developer, including expenditures for travel, lodging, meals, obtaining of information about prospective sites, demographic information, traffic counts, and inquiries into local laws and ordinances. Developer shall promptly notify Franchisor of a decision to cease development of a prospective Restaurant site. In the event that Developer fails to open a restaurant at any such site, in lieu of the payment of the franchise fee therefor, Franchisor in its sole discretion may require Developer to reimburse Franchisor for Franchisor's expenditures with respect to that site. In such event, Franchisor shall provide Developer with an itemized list of Franchisor's expenditures with respect to that site after Franchisor receives notice that Developer no longer intends to develop a Restaurant at that site, and Developer shall reimburse Franchisor for such costs within 30 days after receiving such list.

5. SITE APPROVALS: PLANS AND SPECIFICATIONS

5.1 Developer assumes all cost, liability, expense and responsibility for locating, obtaining, financing and developing sites for Restaurants, and for constructing and equipping Restaurants at such sites. To assist Developer in the site selection process, Franchisor will provide Developer with certain demographic information regarding the site for a fee, will conduct an on-site inspection (if deemed necessary by Franchisor), and, at no additional cost, will review any lease or contract under negotiation for the prospective site; provided, however, such review does not mean that Franchisor is required to have an attorney review such lease. The development of a Restaurant at any site must be approved by Franchisor in accordance with its then-existing site approval procedure. In connection with a request for approval of a proposed site for a Restaurant, Developer shall provide a related contract of sale or lease agreement and such other information and material as the Franchisor may reasonably require. Franchisor's approval of a prospective Restaurant site shall not be unreasonably withheld. Franchisor shall notify Developer whether it approves a proposed site and the related contract of sale or lease agreement within 45 days of the first date after Franchisor receives Developer's request for approval and all of Franchisor's prerequisites to consideration of a site for approval have been satisfied. Failure of Franchisor to so notify Developer within such 45 day period shall be deemed to be an approval of such site and the related contract of sale or lease agreement. Developer acknowledges that Franchisor's approval of a prospective site for a Restaurant does not constitute a representation, promise or guarantee by Franchisor that a Restaurant operated at that site will be profitable or otherwise successful. Developer shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for a Restaurant unless Franchisor has approved that site in accordance with Franchisor's then-existing site approval procedure. After Franchisor has approved a site for a Restaurant, Developer shall provide Franchisor with a copy of the executed contract of sale or lease, as applicable, relating to the site within a reasonable period of time.

5.2 For each Restaurant which Developer develops pursuant to this Agreement, Franchisor will make available to Developer Franchisor's specifications for a typical Restaurant. Developer will obtain architectural and engineering services independently and at its own expense. Franchisor shall have the right to review all such architectural and/or engineering plans which Developer obtains and to prohibit the implementation of any plan, or part thereof, which Franchisor, in its sole and absolute discretion, believes is not consistent with the best interests of the System. In the event that Franchisor desires to prohibit the implementation of any such plan, or part thereof, Franchisor shall so notify Developer within 45 days of receiving such architectural and/or engineering plans for review. Failure of Franchisor to so notify Developer within such 45 day period shall be deemed to be an approval of such plans. In the event Franchisor does object to any such plan, Franchisor shall provide Developer with a reasonable detailed list of changes necessary to make such plans acceptable to Franchisor. Franchisor shall, upon resubmission of such plans, with such changes as Developer has prepared, notify Developer within 21 days of receiving such plans whether they are acceptable. Failure to so notify Developer within such 21-day period shall be deemed to be an approval of such amended plans.

5.3 If Developer acquires a leasehold interest in a site, Franchisor has the right to review and approve the lease. Franchisor may not approve any lease unless Developer and its landlord execute a rider to the lease in substantially the same form as attached hereto as **Appendix C**. The leasehold interest shall be for a term which is at least as long as the term of the form of franchise agreement which is attached hereto as **Appendix B**, and the lease shall provide that Developer may assign the lease or sublease the property to Franchisor or another Applebee's franchisee without the lessor having any right to impose conditions on such assignment or to obtain any payment in connection therewith. The lease must also contain such other provisions as may be required by Franchisor's then current lease approval policy or required by the terms and conditions of Franchisor's approval of such site.

6. FEES AND FRANCHISE AGREEMENTS

Not later than 90 days prior to the scheduled opening of any Restaurant which has been developed pursuant to this Agreement, Developer shall deliver to Franchisor an executed franchise agreement substantially in the form which is attached hereto as **Appendix B**, provided, however, that the franchise agreement which Developer executes shall require the payment of a franchise fee in the amount described in Subsection 4.1, royalty fees as described in Subsection 4.3, and advertising payments at the rates then established by Franchisor with respect to new Restaurants, except that in no event shall such rates exceed 5% of a Restaurant's gross sales (as defined in Subsection 9.3 of the form of a franchise agreement which is attached hereto as **Appendix B**).

7. DEVELOPER ORGANIZATION, AUTHORITY, FINANCIAL CONDITION AND SHAREHOLDERS

7.1 Developer and each Principal Shareholder represent and warrant that: (a) Developer is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation; (b) Developer is duly qualified and is authorized to do business and is in good standing as a foreign corporation in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (c) the execution and delivery of this Agreement and the transactions contemplated hereby are within Developer's corporate power; (d) the execution and delivery of this Agreement have been duly authorized by the Developer; (e) the articles of incorporation and by-laws of Developer delivered to Franchisor are true, complete and correct, and there have been no changes therein since the date thereof; (f) the certified copies of the minutes electing the officers of Developer and authorizing the execution and delivery of this Agreement are true, correct and complete, and there have been no changes therein since the date(s) thereof; (g) the specimen stock certificate delivered to Franchisor is a true specimen of Developer's stock certificate; (h) the financial statement of Developer and financial statements of its Principal Shareholders, heretofore delivered to Franchisor, are true, complete and correct, and fairly present the financial positions of Developer and each Principal Shareholder, respectively, as of the date thereof; (i) such financial statements have been prepared in accordance with generally accepted accounting principles; and (j) there have been no materially adverse changes in the condition, assets or liabilities of Developer or Principal Shareholders since the date or dates thereof.

7.2 Developer and each Principal Shareholder covenant that during the term of this Agreement: (a) Developer shall do or cause to be done all things necessary to preserve and keep in full force its corporate existence and shall be in good standing as a foreign corporation in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (b) Developer shall have the corporate authority to carry out the terms of this Agreement; and (c) Developer shall print, in a conspicuous fashion on all certificates representing shares of its stock when issued, a legend referring to this Agreement and the restrictions on and obligations of Developer and Principal Shareholders hereunder, including the restrictions on transfer of Developer's shares.

7.3 In addition to its obligations pursuant to Subsection 7.1 hereof, Developer and Principal Shareholders shall provide Franchisor with such financial information as Franchisor may reasonably request from time to time, including, on an annual basis, copies of the then-most current financial statements of Developer and each Principal Shareholder, dated as of the end of the last preceding fiscal year of the

Developer or Principal Shareholder, said statements to be delivered to Franchisor no later than April 15 of each year, which financial statements shall conform to the standards set forth in Subsection 7.1 hereof.

7.4 Developer and each Principal Shareholder represent, warrant and covenant that all Interests (as defined in Subsection 8.4 hereto) in Developer are owned as set forth on Appendix D hereto, that no Interest has been pledged or hypothecated (except in accordance with Section 8 of this Agreement), and that no change will be made in the ownership of any such Interest other than as permitted by this Agreement, or otherwise consented to in writing by Franchisor. Developer and Principal Shareholders agree to furnish Franchisor with such evidence as Franchisor may request, from time to time, for the purpose of assuring Franchisor that the Interests of Developer and Principal Shareholders remain as represented herein.

7.5 Each Principal Shareholder, jointly and severally, hereby personally and unconditionally guarantees each of Developer’s financial obligations to Franchisor (including, but not limited to, all obligations relating to the payment of fees by Developer to Franchisor). Each Principal Shareholder agrees that Franchisor may resort to such Principal Shareholder (or any of them) for payment of any such financial obligation, whether or not Franchisor shall have proceeded against Developer, any other Principal Shareholder or any other obligor primarily or secondarily obligated to Franchisor with respect to such financial obligation. Each Principal Shareholder hereby expressly waives presentment, demand, notice of dishonor, protest, and all other notices whatsoever with respect to Franchisor’s enforcement of this guaranty. In addition, each Principal Shareholder agrees that if the performance or observance by Developer of any term or provision hereof is waived or the time of performance thereof extended by Franchisor, or payment of any such financial obligation is accelerated in accordance with any agreement between Franchisor and any party liable in respect thereto or extended or renewed, in whole or in part, all as Franchisor may determine, whether or not notice to or consent by any Principal Shareholder or any other party liable in respect to such financial obligations is given or obtained, such actions shall not affect or alter the guaranty of each Principal Shareholder described in this Subsection.

7.6 Developer and each Principal Shareholder represent and warrant to Franchisor that:

(a) Neither Developer nor any Principal Shareholder or any other person with a direct or indirect ownership interest in Developer is identified, either by name or an alias, pseudonym or nickname, on the list of “Specially Designated Nationals and Blocked Persons” maintained by the U.S. Treasury Department’s Office of Foreign Assets Control (texts available at www.treas.gov/offices/enforcement/ofac/). Further, Developer and its Principal Shareholders represent and warrant that neither has violated and agree that neither will violate any law (in effect now or which may become effective in the future) prohibiting corrupt business practices, money laundering or the aid or support of persons or entities who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act (text available at http://www.epic.org/privacy/terrorism/hr3162.html), U.S. Executive Order 13244 (text available at http://treas.gov/offices/enforcement/ofac/sanctions/terrorism.html), or similar law;

(b) Developer has not made, nor has any Principal Shareholder made, any expenditures other than for lawful purposes or directly or indirectly offered, gave, promised to give or authorized the payment or the gift of any money, or anything of value, to any person or entity, while knowing or having reason to know that all or a portion of such money or thing of value would be given or promised, directly or indirectly, to any government official, official of an international organization, officer or employee of a foreign government or anyone acting in an official capacity for a foreign government, for the purpose of: (1) influencing any action, inaction or decision of such official in a manner contrary to his or her position or creating an improper advantage; or (2) inducing such official to influence any government or instrumentality thereof to effect or influence any act or decision of such government or instrumentality.

(c) Developer nor any Principal Shareholder or any other person or entity who has any direct or indirect ownership interest is or will become directly or indirectly owned or controlled by governmental authorities of any country that is subject to a United States embargo; and

(d) Developer understands and its Principal Shareholders understand and have been advised by legal counsel on the requirements of the United States Foreign Corrupt Practices Act (currently located at www.usdoj.gov/criminal/fraud/fcpa.html, any local foreign corrupt practices laws and the Patriot Act (currently located at www.epic.org/privacy/terrorism/hr3162.html, acknowledge the importance to Franchisor and the Restaurants and the parties' relationship of their respective compliance with the requirements of these laws, including any applicable auditing requirements and any requirement to report or provide access to information to Franchisor or any government, that is made part of any applicable law, and agree to take all steps required by their consultants, agents and employees to comply with such laws prior to engaging or employing any such individuals or entities.

8. TRANSFER

8.1 There shall be no Transfer of any Interest of Developer, or of a Principal Shareholder in Developer, in whole or in part (whether voluntarily or by operation of law), directly, indirectly or contingently, except in accordance with the provisions of this Section 8. "**Transfer**" and "**Interest**" are defined in Subsections 8.2, 8.3 and 8.4.

8.2 Except as provided in Subsection 8.3, "**Transfer**" shall mean any assignment, sale, pledge, hypothecation, gift or any other such event which would change ownership of or create a new Interest, including, but not limited to:

(a) any change in the ownership of or rights in or to any shares of stock or other equity interest in Developer which would result from the act of any shareholder of Developer ("**Shareholder**"), such as a sale, exchange, pledge or hypothecation of shares, or any interest in or rights to any of Developer's profits, revenues or assets, or any such change which would result by operation of law; and

(b) any change in the percentage interest owned by any Shareholder in the shares of stock of Developer, or interests in its profits, revenues or assets which would result from any act of Developer such as a sale, pledge or hypothecation of any Restaurant assets (other than a pledge of assets to secure *bona fide* loans made or credit extended in connection with acquisition of the assets pledged); any sale or issuance of any shares of Developer's stock; the retirement or redemption of any shares of Developer's stock; or any sale or grant to any person of any right to participate in or otherwise to share or become entitled to any part of Developer's profits, revenues, assets or equity.

8.3 "**Transfer**" shall not include: (a) a change in the ownership of or rights to any shares or other equity interest in Developer pursuant to a public offering of Developer's securities registered under the Securities Act of 1933; or (b) a change in the ownership of or rights to any securities or other equity interest in Developer pursuant to a private offering of Developer's securities exempted from registration under such Act, provided that Developer provides Franchisor with a copy of its prospectus and/or offering memorandum ten (10) days prior to its filing with the Securities and Exchange Commission or circulation to third parties so that Franchisor may comment and, if necessary, correct any information concerning Franchisor and/or the System, and further provided that after giving effect to any such public or private offering, the Principal Shareholders, or any of them, "control" Developer. For purposes of this Section 8, "**control**" means either: (1) owning legal and equitable title to 51% or more of the outstanding voting securities of Developer, which are not subject to a proxy granted to or contract with any other person or party granting that party the right to vote part or all of such securities; or (2) having and continually exercising the contractual power presently to designate a majority of the directors of Developer.

8.4 "**Interest**" shall mean, when referring to interests or rights in Developer, any shares of Developer's stock, and any other equitable or legal right in or to any of Developer's stock, revenues, profits or assets; when referring to rights or assets of Developer, Developer's rights under and interest in this Agreement, any Restaurant and its revenues, profits and assets.

8.5 (a) The Interest of a Principal Shareholder may be transferred to such Principal Shareholder's spouse or children or to a person designated in such Principal Shareholder's will or trust (individually and collectively referred to as "**Successor**"), upon such Principal Shareholder's death or permanent incapacity, without Franchisor's approval, provided that such Successor shall agree to be bound by the restrictions contained in this Section 8, and the other agreements and covenants of the Principal Shareholders contained in this Agreement.

(b) The Interest of a Principal Shareholder may not be transferred to another Principal Shareholder without Franchisor's approval, which approval will not be unreasonably withheld.

(c) The Interest of a Successor may only be transferred in accordance with Subsection 8.5(b) or 8.8, regardless of whether such Transfer is for consideration or by gift or will or other device.

8.6 Until such date as Developer has developed and opened for operation 40% of the number of Restaurants required by Subsection 2.1 hereof and the number of Restaurants required by Subsection 3.1 hereof as said total aggregate number is set forth on **Appendix A**, Developer shall have no right to Transfer this Agreement or any rights or obligations under this Agreement, and any franchise agreements to be issued pursuant hereto shall be issued solely to the Developer, which as of the date of issuance of each such franchise agreement shall be owned by the Principal Shareholders to the extent hereinbefore provided. Any transfer or attempted transfer in contravention of this provision shall be void and of no effect. If, after the date Developer has developed and opened for continuous operation the number of Restaurants required by this Subsection 8.6, any of the Principal Shareholders desires to dispose of all or substantially all of the Interests of the Principal Shareholder(s) in Developer, or any of the Principal Shareholders (or Developer) desires to dispose of all or substantially all of Developer's Interest in this Agreement or in the assets which Developer has acquired pursuant to this Agreement, the Principal Shareholder(s) or Developer, as the case may be, shall notify Franchisor of that desire, in writing, 30 days before announcing that fact publicly or engaging the services of a broker or sales agent.

8.7 (a) If at any time any of the Principal Shareholders or Developer, as the case may be, obtains from a third party or third parties a *bona fide* offer (the "**Offer**") in writing for the purchase of all or substantially all of the Interests of the Principal Shareholders in Developer or in the Restaurant assets which Developer has acquired as a result of this Agreement, the Principal Shareholders or Developer shall give notice (the "**Selling Notice**") to Franchisor stating that the Principal Shareholders or Developer, as the case may be, have received the Offer, identifying the prospective purchaser by name and address, specifying the proposed purchase price and attaching a true and complete copy of the Offer, including all relevant materials required for approval by Franchisor. Notwithstanding the foregoing, however, Developer and Principal Shareholders understand and agree that, as provided in Subsection 8.6 hereof, until such time as Developer has developed and opened for operation the number of Restaurants required by said Subsection 8.6. hereof, any portion of any Offer regarding the right to develop Restaurants or Developer's Interest in this Agreement shall be invalid and of no force or effect, it being expressly understood and agreed that such rights may not be transferred, and any franchise agreements to be granted hereunder shall be issued solely to Developer, which shall be owned by the Principal Shareholders as hereinbefore set forth. At such time as Developer has developed and opened for operation the number of Restaurants required by Subsection 8.6, any portion of such an Offer regarding Developer's Interest in this Agreement shall be effective in accordance with its terms.

(b) Franchisor shall have an option to purchase (the "**Option**"), exercisable within a period of 45 days after receipt of the Selling Notice (the "**Option Period**"), such Interests at the price and on the conditions set forth in the Offer, except that Franchisor shall not be obligated to pay any finder's or broker's fee, and if the Offer provides for payment of consideration other than cash, or if the Offer involves certain intangible benefits, Franchisor may elect to purchase such Interests by offering a reasonable dollar value substitute for the non-cash/intangible benefits part of the Offer. Notwithstanding the foregoing, if Franchisor exercises the Option, Franchisor: (a) will be entitled to receive representations and warranties from Developer and the Principal Shareholders, jointly and severally, that are customarily received by purchasers in similar transactions; and (b) will be permitted to not close if it is not satisfied with the results of its business, legal and financial due diligence.

(c) The Option shall be exercisable by Franchisor delivering to the Principal Shareholders or Developer, as the case may be, within the Option Period, a notice: (i) stating that the Option is being exercised; and (ii) specifying the time, date and place at which such purchase and sale will take place, which date shall be within 45 days after Franchisor delivers such notice. Developer shall provide Franchisor access to and copies of such information and documentation Franchisor shall request regarding the purchase prior to the start of the Option Period. The 45-day limitation for purposes of determining the sale date shall not apply if at the end of said 45-day period the only issue which prevents completion of the purchase and sale is the need to effect transfers of the applicable liquor licenses. In the event of such a delay, the purchase and sale shall take place within 10 days after those liquor licenses have been transferred.

(d) If the Option is not exercised, the Principal Shareholders or Developer, as the case may be, may sell the Interests in or of Developer to the third party which made the Offer, on conditions no more favorable to the third-party offerer than those set forth in the Offer, provided that Franchisor approves the proposed transferee in accordance with the criteria set forth in **Appendix E** and provided further that such sale takes place within 90 days after the expiration of the Option Period. The 90-day limitation described in the preceding sentence shall not apply if at the end of said 90-day period the issue which prevents completion of the purchase and sale is either the need to effect transfers of the applicable liquor licenses or consent or approval of the transaction by a state or federal regulatory agency. In the event of such a delay, the purchase and sale shall take place within 10 days after those issues have been resolved or waived by Franchisor. In the event of such a transfer, Franchisor may, in its discretion, require an amendment to Subsection 2.1 of this Agreement in order to increase or decrease the number of restaurants required thereby and the dates of the Initial Development Periods referred to therein.

(e) If the Option is not exercised, the Principal Shareholders or Developer, as the case may be, shall immediately notify Franchisor in writing of any change in the terms of an Offer. Any change in the terms of an Offer shall cause it to be deemed a new Offer, conferring upon Franchisor a new Option pursuant to this Subsection 8.7; the Option Period with respect to the new Option shall be deemed to commence on the day on which Franchisor receives written notice of a change in the terms of the original Offer. Provided however, in such an instance, Franchisor shall provide Franchisee its response within 15 days after Franchisor's receipt of all of the modified terms, unless such changes are deemed material by Franchisor and in such an event, Franchisor shall have a 45-day period within which to review said changes.

8.8 (a) Developer understands and acknowledges that the rights and duties set forth in this Agreement are personal to Developer and that Franchisor has entered into this Agreement in reliance on the business skill and financial capacity of Developer, and the business skill, financial capability and personal character of each Principal Shareholder. Any transfer of Principal Shareholders' Interest in Developer or in Developer's Interest in this Agreement in contravention of this Section 8 shall cause the immediate termination of all development rights granted herein with respect to Restaurants not otherwise open for operation. Except as otherwise set forth in this Section 8, the Principal Shareholders shall at all times retain control of Developer. Except as otherwise provided in this Section 8, no Transfer of any part of Developer's Interest in this Agreement, and no Transfer of any Interest of any Principal Shareholder shall be completed except in accordance with this Subsection 8.8. In the event of such a proposed Transfer of any part of Developer's Interest in this Agreement, or of any Interest of any Principal Shareholder, the party or parties desiring to effect such Transfer shall give Franchisor notice in writing of the proposed Transfer, which notice shall set forth the name and address of the proposed transferee, its financial condition, including a copy of its financial statement dated not more than 90 days prior to the date of said notice, and all the terms and conditions of the proposed Transfer. Upon receiving such notice, Franchisor may: (i) approve the Transfer; or (ii) withhold its consent to the Transfer. Franchisor shall, within 45 days of receiving such notice and all the information requested by Franchisor regarding the proposed Transfer and the parties thereto, advise the party or parties desiring to effect the Transfer whether it: (1) approves the Transfer; or (2) withholds its consent to the Transfer, giving the reasons for such disapproval. Failure of Franchisor to so advise said party or parties within that 45 day period shall be deemed to be approval of the proposed Transfer. **Appendix E** sets forth the criteria for obtaining Franchisor's consent to a proposed Transfer.

(b) In the event that Franchisor approves the Transfer, and the Transfer is not completed within 90 days of the later of: (i) expiration of the 45-day notice period; or (ii) delivery of notice of Franchisor's approval of the proposed Transfer; Franchisor's approval of the proposed Transfer shall automatically be revoked. The 90-day limitation described in the preceding sentence shall not apply if at the end of said 90-day period the only issue which prevents completion of the Transfer is the need to effect transfers of the applicable liquor licenses. In the event of such a delay, the Transfer shall take place within 10 business days after those liquor licenses have been transferred. Any subsequent proposal to complete the proposed Transfer shall be subject to Franchisor's right of approval as provided herein. The party which desires to effect the proposed Transfer shall immediately notify Franchisor in writing of any change in the terms of a Transfer. Any change in terms of a Transfer prior to closing shall cause it to be deemed a new Transfer, revoking any approval previously given by Franchisor and conferring upon Franchisor a new right to approve such Transfer, which shall be deemed to commence on the day on which Franchisor receives written notice of such change in terms.

8.9 In connection with any request for Franchisor's approval of a proposed Transfer to this Section 8, the parties to the proposed Transfer shall pay Franchisor a nonaccountable fee to defray the actual cost of review and the administrative and professional expenses related to the proposed Transfer and the preparation and execution of documents and agreements of $2,500. For purposes of clarification, the transfer fee reflected in the preceding sentence relates to this Agreement only and does not limit the ability of Franchisor to charge fees in connection with other franchise agreements involved in the Transfer.

9. TERMINATION

9.1 This Agreement shall expire on _______________, 20____, unless sooner terminated pursuant to the terms hereof.

9.2 Franchisor shall have the right to terminate this Agreement immediately upon written notice to Developer stating the reason for such termination, and Developer shall no longer have any of the rights created by this Agreement, in the event of:

(a) development by Developer of a Restaurant without first obtaining approval from Franchisor of the Restaurant site or of Developer's architectural and/or engineering plans in accordance with Section 5 hereof;

(b) any breach or default of any of the provisions of Sections 8 and 11 of this Agreement and Subsection 14.1 of any franchise agreement entered into pursuant to this Agreement;

(c) the filing by Developer of a petition in bankruptcy, an arrangement for the benefit of creditors, or a petition for reorganization; the filing against Developer of a petition in bankruptcy, an arrangement for the benefit of creditors, or petition for reorganization, not dismissed within 90 days of the filing thereof; the making of an assignment by Developer for the benefit of creditors; or the appointment of a receiver or trustee for Developer, which receiver or trustee shall not have been dismissed within 90 days of such appointment;

(d) the discovery by Franchisor that Developer made any material misrepresentation or omitted any material fact in the information which was furnished to Franchisor in connection with this Agreement;

(e) failure by Developer to locate and employ a Director of Operations who is approved by Franchisor in accordance with Subsection 12.2 within 90 days of the date of this Agreement or, with respect to a replacement Director of Operations, failure by Developer to locate such a replacement who is approved by Franchisor in accordance with Subsection 12.2 within 180 days of the date on which the last Director of Operations who was approved by Franchisor ceased to be employed by Developer in that capacity;

(f) any part of this Agreement relating to the payment of fees to Franchisor, or the preservation of any of the Marks, trade secrets or secret formulae licensed or disclosed hereunder or under any franchise agreement between Franchisor and Developer, for any reason being declared invalid or unenforceable;

(g) Developer or any Principal Shareholder being convicted of or pleading *nolo contendere* to a felony or any crime involving moral turpitude; or

(h) the franchisee under any franchise agreement executed pursuant to this Agreement committing a default subject to immediate termination under the franchise agreement.

9.3 Except as provided above in Subsection 9.2, if Developer defaults in the performance or observance of any of its other obligations hereunder or under any franchise agreement between Developer and Franchisor, and any such default continues for a period of 30 days after written notice to Developer specifying such default, Franchisor shall have the right to terminate this Agreement upon written notice to Developer. If Developer defaults in the performance or observance of the same obligation two or more times within a 12-month period, Franchisor shall have the right to terminate this Agreement immediately upon commission of the second act of default, upon written notice to Developer stating the reason for such termination, without allowance for any curative period.

9.4 This Agreement shall automatically terminate under the conditions and at the times specified in Subsection 2.3 and 3.3.

10. PREREQUISITES TO OBTAINING FRANCHISES FOR INDIVIDUAL RESTAURANT UNITS

10.1 Developer understands and agrees that this Agreement does not confer upon Developer a right to obtain a franchise for any Restaurant, but is intended by the parties to set forth the terms and conditions which, if fully satisfied, shall entitle Developer to obtain such a franchise, located within the Territory. Developer further understands that until the date Developer opens for operation all those Restaurants required under Subsection 8.6 of this Agreement, such aforesaid terms and conditions may only be satisfied by Developer (and not an assignee or transferee thereof), who shall remain at all times owned and controlled by the Principal Shareholders as herein set forth.

10.2 In the event that Developer shall have obtained Franchisor's approval of a particular proposed site for a Restaurant, and if Franchisor, in the exercise of its sole discretion, has granted Developer operational, financial and legal approval, then Franchisor will grant Developer a franchise for a Restaurant at the site in question. As used herein, Franchisor will give Developer "operational," "financial" and "legal" approval under the following circumstances:

"**Operational**" approval will be granted if Franchisor has determined, in the exercise of its sole discretion, that Developer is conducting the operation of each of its Restaurants, and is capable of conducting the operation of the proposed Restaurant, including physical aspects thereof: (a) in accordance with the terms and conditions of this Agreement; (b) in accordance with the provisions of the respective franchise agreements; and (c) in accordance with the standards, specifications and procedures set forth and described in the Franchise Operations Manual and in any other materials or manuals provided or made available to Developer by Franchisor (collectively, the "**Manuals**"), as such may be amended from time to time. Developer understands that changes in said standards, specifications and procedures may become necessary from time to time. Developer agrees to accept said changes, and Developer further agrees that it is within the sole discretion of Franchisor to make said changes;

"**Financial**" approval will be granted if: (a) Developer has been and is faithfully performing all terms and conditions under each of its existing franchise agreements with Franchisor; (b) Developer or its affiliates is not in default of any money obligations owed to Franchisor; and (c) Developer is not in default of any financial obligation to any of its suppliers, unless any such obligation is being disputed in good faith by the Developer. Developer acknowledges and agrees that it is vital to Franchisor's interest that each of its franchisees be financially sound to avoid failure of a franchised business (which would adversely affect the reputation and good name of Franchisor and the System). Developer acknowledges and agrees that it is vital to Franchisor's interest and to the interests of the System that Developer (in its capacity as franchisee) remain current in satisfying its financial obligations to it suppliers; and

"**Legal**" approval will be granted if Franchisor has determined, in the exercise of its sole discretion, that Developer has submitted to Franchisor, in a timely manner as requested, all information and documents requested by Franchisor prior to and as a basis for the issuance of individual franchises or pursuant to any right granted to Franchisor by this Agreement or by any franchise agreement between Developer and Franchisor, and has taken such additional actions in connection therewith as may be requested from time to time.

10.3 It is understood and agreed that the foregoing criteria apply to the operational, financial and legal aspects of any Restaurant franchised by Franchisor in which Developer or any Principal Shareholder has any legal or equitable interest, including, without limitation, indirect ownership interests. It is further understood and agreed that Developer and Principal Shareholders have an ongoing responsibility to operate each Restaurant in which Developer or any Principal Shareholder has any legal or equitable interest in a manner which satisfies the foregoing requirements for operational, financial and legal approval.

11. RESTRICTIONS

11.1 Developer and its Principal Shareholders acknowledge that over the term of this Agreement they are to receive proprietary information which Franchisor or its affiliates have acquired or developed over time at great expense, including, but not limited to, methods of site selection, marketing methods, product analysis and selection, and service methods and skills relating to the development and operation of Restaurants. They further acknowledge that this information, which includes, but is not necessarily limited to, that contained in the Manuals, is not generally known in the industry and is beyond their own present skills and experience, and that to develop it themselves would be expensive, time-consuming and difficult. Developer and Principal Shareholders further acknowledge that such information provides a competitive advantage and will be valuable to them in the development of their business, and that gaining access to it is therefore a primary reason why they are entering into this Agreement. Accordingly, Developer and its Principal Shareholders agree that such information, as described above, which may or may not be "trade secrets” under prevailing judicial interpretations or statutes, is private and valuable, and constitutes trade secrets belonging to Franchisor or its affiliates; and in consideration of Franchisor’s confidential disclosure to them of these trade secrets, Developer and Principal Shareholders agree as follows:

(a) During the term of this Agreement, neither Developer nor any Principal Shareholder, for so long as such Principal Shareholder owns an Interest in Developer, may, without the prior written consent of Franchisor, directly or indirectly engage in, or acquire any financial or beneficial interest (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures) in, advise, help, guarantee loans or make loans to, any restaurant business whose menu or method of operation is similar to that employed by restaurant units within the System which is either: (i) located in the Territory; (ii) located in the Area of Dominant Influence (as defined and established from time to time by Arbitron Ratings Company) of any Restaurant developed pursuant to this Agreement; (iii) located within a five-mile radius of any restaurant unit within the System; or (iv) determined by Franchisor, exercising reasonable good faith judgment, to be a direct competitor of the System.

(b) Neither Developer, for two years following the termination of this Agreement, nor any Principal Shareholder, for two years following the termination of all of his or her Interest in Developer or the termination of this Agreement, whichever occurs first, may directly or indirectly engage in, or acquire any financial or beneficial interest (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures) in, advise, help, guarantee loans or make loans to, any restaurant business whose menu or method of operation is similar to that employed by restaurant units within the System which is located either: (i) in the Territory; (ii) in the Area of Dominant Influence (as defined and established from time to time by Arbitron Ratings Company) of any Restaurant developed pursuant to this Agreement; (iii) within a five-mile radius of any restaurant unit within the System; or (iv) within any area for which an active, currently binding development agreement has been granted by Franchisor to another franchisee as of the date of termination.

11.2 Neither Developer nor any Shareholder shall at any time: (a) appropriate or use the trade secrets incorporated in the System, or any portion thereof, in any other restaurant business which is not within the System; (b) disclose or reveal any portion of the System to any person other than to Developer’s employees as an incident of their training; (c) acquire any right to use any name, mark or other intellectual property right which may be granted pursuant to any agreement between Franchisor and Developer, except in connection with the operation of a Restaurant; or (d) communicate, divulge or use for the benefit of any other person or entity any confidential information, knowledge or know-how of Franchisor or its affiliates concerning the methods of development or operation of a restaurant utilizing the System.

11.3 Developer and Principal Shareholders agree that the provisions of this Section 11 are and have been a primary inducement to Franchisor to enter into this Agreement, and that in the event of breach thereof Franchisor would be irreparably injured and would be without an adequate remedy at law. Therefore, in the event of a breach, or a threatened or attempted breach, of any of such provisions Franchisor shall be entitled, in addition to any other remedies which it may have hereunder or in law or in equity (including the right to terminate this Agreement), to a preliminary and/or permanent injunction and a decree for specific performance of the terms hereof without the necessity of showing actual or threatened damage, and without being required to furnish a bond or other security.

11.4 The restrictions contained in Subsection 11.1 above shall not apply to ownership of less than 2% of the shares of a company whose shares are listed and traded on a national securities exchange if such shares are owned for investment only, and are not owned by an officer, director, employee or consultant of such publicly traded company.

11.5 If any court or other tribunal having jurisdiction to determine the validity or enforceability of this Section 11 determines that it would be invalid or unenforceable as written, then the provisions hereof shall be deemed to be modified or limited to such extent or in such manner as necessary for such provisions to be valid and enforceable to the greatest extent possible.

12. DEVELOPMENT PROCEDURES

12.1 Franchisor will use its reasonable efforts to furnish Developer with advice in developing Restaurants and in selecting sites therefor.

12.2 Developer shall designate an individual employee who shall be personally responsible for Developer's activities during the term of this Agreement, and who shall devote his or her full-time, best efforts and constant personal attention, on a day-to-day basis, to Developer's activities in the Territory (the "**Director of Operations**"). Developer shall require that the Director of Operations maintain his or her principal personal residence in the Territory. Franchisor reserves the right to require that, as a condition of his or her employment with Developer, the Director of Operations, as well as each supervisory employee referred to in Subsection 12.3, must successfully complete Franchisor's interview process and a psychological profile test in a manner which satisfies a uniform standard established by Franchisor. The test shall be administered by Franchisor, or by a testing agency designated by Franchisor, at Developer's expense. Developer's designation of the first Director of Operations, and any subsequent Director of Operations, shall be subject to the written approval of Franchisor, which approval shall not be arbitrarily withheld, and shall also be subject to the time limitations described in Subsection 9.2(e) hereof. Franchisor shall notify Developer in writing within 21 days of receipt of Developer's request whether Franchisor disapproves such person. Failure by Franchisor to so notify Developer within that period shall be deemed to constitute Franchisor's approval of such person.

12.3 In the event that Developer desires to designate an employee (in addition to the Director of Operations) who will have supervisory authority over the development or operation of more than one Restaurant within the Territory, Developer's designation of such a supervisory employee shall be subject to the written approval of Franchisor, which approval shall not be arbitrarily withheld. Franchisor shall notify Developer in writing within 21 days of receipt of Developer's request whether Franchisor disapproves such person. Failure by Franchisor to so notify Developer within that period shall be deemed to constitute Franchisor's approval of such person. Developer shall require that any such supervisory employee maintain his or her principal personal residence in the Territory.

12.4 Developer shall require the Director of Operations to execute a confidentiality agreement and covenant not to compete in the form attached hereto as **Appendix F**. In addition, at Franchisor's request, Developer shall obtain from the Director of Operations an agreement verifying his or her employment status. Developer shall require that each other employee of Developer who will have supervisory authority over the development or operation of more than one Restaurant execute a confidentiality agreement in the form attached hereto as **Appendix G**. Developer shall be responsible for compliance of its employees with the agreements identified in this Subsection, including the payment of any costs needed to enforce the obligations.

12.5 (a) Developer shall require its Director of Operations and any other supervisory employee designated pursuant to Subsection 12.3 to attend and to successfully complete to Franchisor's reasonable satisfaction an operations training course provided by Franchisor. If the Director of Operations or any such supervisory employee fails to successfully complete Franchisor's operations training course, Franchisor may require designation of a new Director of Operations or replacement supervisory employee, as the case may be, and Developer shall designate a new Director of Operations or replacement supervisory employee who shall be required to successfully complete such training course.

(b) The Director of Operations and supervisory employees designated pursuant to Subsection 12.3 shall, from time to time as reasonably requested by Franchisor, attend and successfully complete to Franchisor's reasonable satisfaction a Franchisor-provided refresher course in restaurant operations.

12.6 With respect to each Restaurant within the Territory developed by Developer, Developer's employees must satisfy the training requirements described in Section 6 of Appendix B hereto. After Developer opens it first Restaurant pursuant to this Agreement, Franchisor may at its option, and subject to such conditions as Franchisor deems necessary, permit Developer (at Developer's own expense) to conduct a portion of the required training at one of Developer's existing Restaurants. In that event, Developer will be required to provide qualified personnel to administer training tests and to maintain records relating to the training and performance of employees.

13. NO WAIVER OF DEFAULT

13.1 The waiver by any party to this Agreement of any breach or default, or series of breaches or defaults, of any term, covenant or condition herein, or of any same or similar term, covenant or condition contained in any other agreement between Franchisor and any other person, shall not be deemed a waiver of any subsequent or continuing breach or default of the same or any other term, covenant or condition in this Agreement, or in any other agreement between Franchisor and any other person.

13.2 All rights and remedies of Franchisor shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement. Franchisor's rights and remedies shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration or earlier termination of this Agreement shall not discharge or release Developer or any Principal Shareholder from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration or earlier termination of this Agreement.

14. FORCE MAJEURE

14.1 As used in this Agreement, the term "**Force Majeure**" shall mean any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government and any other similar cause not within the control of the party affected thereby.

14.2 If the performance of any obligation by any party under this Agreement is prevented or delayed by reason of Force Majeure, which cannot be overcome by use of normal commercial measures, the parties shall be relieved of their respective obligations to the extent the parties are respectively necessarily prevented or delayed in such performance during the period of such Force Majeure. The party whose performance is affected by an event of Force Majeure shall give prompt notice of such Force Majeure event to the other party by facsimile, telephone or telegram (in each case to be confirmed in writing), setting forth the nature thereof and an estimate as to its duration, and shall be liable for failure to give such timely notice only to the extent of damage actually caused.

15. CONSTRUCTION, SEVERABILITY, GOVERNING LAW AND JURISDICTION

15.1 If any part of this Agreement shall for any reason be declared invalid, unenforceable or impaired in any way, the validity of the remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including therein any such portions which might be declared invalid; provided however, that in the event any part hereof relating to the payment of fees to Franchisor, or the preservation of any of the Marks, trade secrets or secret formulae licensed or disclosed hereunder or pursuant to any franchise agreement between Franchisor and Developer is for any reason declared invalid or unenforceable, then Franchisor shall have the option of terminating this Agreement upon written notice to Developer. If any clause or provision herein would be deemed invalid or unenforceable as written, it shall be deemed to be modified or limited to such extent or in such manner as may be necessary to render the clause or provision valid and enforceable to the greatest extent possible in light of the interest of the parties expressed in that clause or provision, subject to the provisions of the preceding sentence.

15.2 DEVELOPER AND PRINCIPAL SHAREHOLDERS ACKNOWLEDGE THAT FRANCHISOR MAY ENTER INTO OTHER DEVELOPMENT AGREEMENTS THROUGHOUT THE UNITED STATES ON TERMS AND CONDITIONS SIMILAR TO THOSE SET FORTH IN THIS AGREEMENT, AND THAT IT IS OF MUTUAL BENEFIT TO DEVELOPER AND PRINCIPAL SHAREHOLDERS AND TO FRANCHISOR THAT THESE TERMS AND CONDITIONS BE UNIFORMLY INTERPRETED. THEREFORE, THE PARTIES AGREE THAT TO THE EXTENT THAT THE LAW OF THE STATE OF KANSAS DOES NOT CONFLICT WITH LOCAL FRANCHISE STATUTES, RULES AND REGULATIONS, KANSAS LAW SHALL APPLY TO THE CONSTRUCTION OF THIS AGREEMENT AND SHALL GOVERN ALL QUESTIONS WHICH ARISE WITH REFERENCE HERETO; PROVIDED HOWEVER, THAT PROVISIONS OF KANSAS LAW REGARDING CONFLICTS OF LAW SHALL NOT APPLY HERETO.

15.3 THE PARTIES AGREE THAT ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PERFORMANCE THEREOF WHICH CANNOT BE AMICABLY SETTLED, EXCEPT AS OTHERWISE PROVIDED HEREIN WILL BE RESOLVED BY A PROCEEDING IN A COURT IN JOHNSON COUNTY, KANSAS, AND DEVELOPER AND THE PRINCIPAL SHAREHOLDERS EACH IRREVOCABLY ACCEPT THE JURISDICTION OF THE COURTS OF THE STATE OF KANSAS AND THE FEDERAL COURTS SERVING JOHNSON COUNTY, KANSAS FOR SUCH CLAIMS, CONTROVERSIES OR DISPUTES. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD-PARTY CLAIM OR OTHERWISE.

The parties agree that service of process in any proceeding arising out of or relating to this Agreement or the performance thereof may be made as to Developer and any Principal Shareholder by serving a person of suitable age and discretion (such as the person in charge of the office) at the address of Developer specified in this Agreement and as to Franchisor by serving the president or a vice-president of Franchisor at the address of Franchisor or by serving Franchisor’s registered agent.

16. MISCELLANEOUS

16.1 All notices and other communications required or permitted to be given hereunder shall be deemed given when delivered in person, by overnight courier service, facsimile transmission or mailed by registered or certified mail addressed to the recipient at the address set forth below, unless that party shall have given written notice of change of address to the sending party, in which event the new address so specified shall be used.

FRANCHISOR: Applebee’s Franchisor LLC
450 North Brand Boulevard, 7th Floor
Glendale, California 91203
Attention: General Counsel

DEVELOPER: ______________________________
____
____

PRINCIPAL SHAREHOLDERS: ______________________________
____

16.2 All terms used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement may require, the same as if such words had been written in this Agreement themselves. The words “includes,” “including” and “inclusive” and the phrases “in particular,” “such as,” “i.e.” and “for example” when used in this Agreement shall be interpreted and construed so as not to limit the generality of the words of general application or nature which precede these words and phrases. The headings inserted in this Agreement are for reference purposes only and shall not affect the construction of this Agreement or limit the generality of any of its provisions.

16.3 This Agreement, the Franchise Disclosure Document currently in effect and the documents referred to herein constitute the entire agreement between parties with respect to the subject matter hereof, superseding and canceling any and all prior and contemporaneous agreements, understandings, representations, inducements and statements, oral or written, of the parties in connection with the subject matter hereof.

16.4 Except as expressly authorized herein, no amendment or modification of this Agreement shall be binding unless executed in writing both by Franchisor and by Developer.

16.5 In the event that any party to this Agreement initiates any legal proceeding to construe or enforce any of the terms, conditions and/or provisions of this Agreement, including, but not limited to, its termination provisions, or to obtain damages or other relief to which any party may be entitled by virtue of this Agreement, the prevailing party or parties shall be paid its reasonable attorneys’ fees and expenses by other party or parties.

16.6 Developer and the Principal Shareholders acknowledge and agree that: (i) this Agreement (and the relationship of the parties contemplated by this Agreement) grants Franchisor the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Developer’s explicit rights and obligations hereunder that may affect favorably or adversely Developer’s interests; (ii) Franchisor will use its business judgment in exercising such discretion based on Franchisor’s assessment of its interests and the System, balancing those interests with or against the interests of the operators of Restaurants generally (including Franchisor, its affiliates and other franchisees) and specifically without considering the individual interests of any particular franchisee; (iii) Franchisor will have no liability to Developer for the exercise of its discretion in this manner; and (iv) even if Franchisor has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification for such action or decision, no trier of fact in any legal action shall substitute its judgment for Franchisor’s judgment so exercised, and such action or decision will not be subject to challenge for abuse of discretion.

If Franchisor takes any action or chooses not to take any action in Franchisor’s discretion with regard to any matter related to this Agreement and Franchisor’s action or inaction is challenged for any reason, the parties expressly direct the trier of fact that Franchisor’s reliance on a business reason in the exercise of its discretion is to be viewed as a reasonable and proper exercise of Franchisor’s discretion, without regard to whether other reasons for its decision may exist and without regard to whether the trier of fact would independently accord the same weight to the business reason.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date first above written.

FRANCHISOR:
APPLEBEE'S FRANCHISOR LLC

By: ___________________________________
Name: _________________________________
Title: __________________________________

DEVELOPER:
____

By: ___________________________________
Name: _________________________________
Title: __________________________________

PRINCIPAL SHAREHOLDERS:

____
Name: ________________________________

____
Name: ________________________________

APPENDIX A TO DEVELOPMENT AGREEMENT

TERRITORY

Franchisor specifically excludes from the Territory, and reserves the right to operate or license any other person to operate restaurants in, any location within an airport (serviced by one or more public or charter carrier), train station, bus terminal, port authority, campus at any college, university or other post-secondary education institution, hospitals and other health care facilities, arena, stadium, state or national park, or military fort, post or base, travel plaza or casino which may be within the boundaries of the Territory otherwise granted to Developer.

For purposes of Section 8.6 only, 100% of the number of Restaurants required by Subsections 2.1 and 3.1 is __________ (_____).

APPENDIX B TO DEVELOPMENT AGREEMENT

FORM FRANCHISE AGREEMENT

APPENDIX C TO DEVELOPMENT AGREEMENT

APPLEBEE'S RESTAURANTS
FRANCHISEE LEASE RIDER

This Lease Rider (this "**Rider**") is executed as of the ____ day of _________, 20__, by and between ________________________, as landlord ("**Landlord**") and _____________________________________, as tenant ("**Franchisee**"), as a Rider to that certain lease for the premises located at ____ (the "**Premises**"), dated as of ___________ ("the **Lease**"). This Rider is hereby incorporated into, and made a part of, the Lease.

WHEREAS, Franchisee has executed or intends to execute a Franchise Agreement (the "**Franchise Agreement**") with Applebee's Franchisor LLC, a Delaware limited liability company (along with any successor franchisor of Applebee's restaurants, "**Franchisor**") for the operation of an Applebee's restaurant ("**Restaurant**") at the Premises, and as a requirement thereof, the Lease must include the provisions contained in this Rider; and

WHEREAS, Landlord and Franchisee agree that the terms contained herein shall supersede any terms to the contrary set forth in the Lease;

NOW THEREFORE, in consideration of mutual covenants set forth herein, the execution and delivery of the Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Franchisee hereby agree as follows:

1. The effectiveness of the Lease is contingent upon Franchisor's approval of the Premises, the form of the Lease, and Franchisee's ability to obtain a liquor license for the Premises.

2. The Premises may be used, in addition to any other uses permitted under the Lease, for the operation of an Applebee's Restaurant, with the sale and service of alcoholic beverages for on premises consumption, and ancillary carry-out food service. Franchisee may operate Applebee's Restaurants at any other location without Landlord's approval.

3. Franchisor, its personnel or agents, for a period of up to 30 days after the expiration or sooner termination of the Lease or the Franchise Agreement, may enter the Premises for itself or on behalf of Franchisee to de-identify the Premises as a Restaurant, which may include the removal of signs, decor and materials displaying any marks, designs or logos owned by Franchisor or its affiliates, provided Franchisor shall bear the expense of repairing any and all damage to the Premises as a result thereof.

4. If Franchisee has an obligation to continuously operate its business at the Premises, Franchisee may cease operating for up to 60 days, from time to time, to perform repairs, enhancements or renovations, as required by the Franchise Agreement.

5. Notwithstanding any provision herein to the contrary, Franchisee shall have the absolute right, whether or not the Franchisee is in default under the Lease, upon 10 days prior written notice to Landlord, to sublet, assign or otherwise transfer its interest in the Lease to Franchisor or Franchisor's affiliate, to any entity with which Franchisor may merge or consolidate, or to any person or entity which is an authorized franchisee of Franchisor operating a minimum of five restaurants (each, a "**Permitted Assignee**"), without Landlord's consent. Following such an assignment, a Permitted Assignee also may sublet, assign or otherwise transfer its interest in the Lease to another Permitted Assignee without the consent of Landlord. There will be no fee or expense charged in connection with such transfer.

Landlord and Franchisee acknowledge and agree that a Permitted Assignee will assume all of

Franchisee's obligations under the Lease arising as a result of events, acts or omissions occurring from and after the date of assignment. In the event that Franchisee is in default of its obligations under the Lease as of the effective date of the assignment to a Permitted Assignee: a) the Permitted Assignee shall be obligated to cure such default, but only to the extent such default accrued not more than 30 days prior to the date Franchisor received notice of such default from Landlord; and b) Landlord may pursue, or continue to pursue, a claim for damages under the Lease against Franchisee, but will have no rights to terminate the lease or to disturb the quiet possession of the Leased Premises by the Permitted Assignee.

6. The Lease contains provisions addressing: a) the allocation of responsibility for the presence of hazardous materials within the Premises (and the larger property of which the Premises is a part, if any ("**Shopping Center**")); and b) to the extent the Premises is part of a Shopping Center with common areas, the Landlord's responsibility for compliance with the Americans With Disabilities Act of 1990, as amended, within the common areas.

7. Landlord hereby represents and warrants that it holds fee simple title to the Premises and has all requisite right, power and authority to lease the Premises to Franchisee. Landlord hereby agrees to obtain a non-disturbance agreement for the benefit of Franchisee: a) from the holder of any mortgage/deed of trust as of the date of the Lease; and b) as a condition to Franchisee's subordination to any mortgage/deed of trust granted after the date of the Lease.

8. In the event the Premises is part of a Shopping Center, Landlord agrees not to construct or change any improvements or landscaping in any manner which would impair the visibility of or access to the Premises, or the amount of parking available for use by Franchisee.

9. Copies of all notices required or permitted by the Lease shall also be sent to Franchisor at 450 North Brand Boulevard, 7th Floor, Glendale, California 91203, Attn: Legal Department, or such other address as Franchisor may locate its Restaurant Support Center, at the same time notice is provided to Franchisee. Franchisor shall have the right, but not the obligation, upon giving written notice to Franchisee and Landlord, to cure any breach of the Lease.

10. The parties acknowledge that Franchisor is an intended third party beneficiary of this Rider and has the right to enforce the terms of this Rider as if it was a party hereto.

11. In the event of any conflict between this Rider and the Lease, the terms of this Rider shall control, and the Lease may not be modified or amended in any manner inconsistent with the terms of this Rider.

LANDLORD:	**FRANCHISEE:**
______________________________________	______________________________________
By: ____________________________	By: ____________________________
Name: _________________________	Name: _________________________
Title: ___________________________	Title: ___________________________

APPENDIX D TO DEVELOPMENT AGREEMENT

STATEMENT OF OWNERSHIP INTERESTS

Shareholder	Percent of Issued and Outstanding Shares of Developer

APPENDIX E TO DEVELOPMENT AGREEMENT

REVIEW AND CONSENT WITH RESPECT TO TRANSFERS

In determining whether to grant or to withhold consent to a proposed Transfer, Franchisor shall consider all of the facts and circumstances which it views as relevant in the particular instance, including, but not limited to, any of the following: (i) work experience and aptitude of Proposed New Owner and/or proposed new management (a proposed transferee of a Principal Shareholder's Interest and/or a proposed transferee of this Agreement is referred to as "**Proposed New Owner**"); (ii) financial background and condition of Proposed New Owner, and actual and pro forma financial condition of Developer; (iii) character and reputation of Proposed New Owner; (iv) conflicting interests of Proposed New Owner; (v) the terms and conditions of Proposed New Owner's rights, if the proposed Transfer is a pledge or hypothecation; (vi) the adequacy of Developer's operation (as Franchisee) of any Restaurant and compliance with the System and this Agreement; and (vii) such other criteria and conditions as Franchisor shall then consider relevant in the case of an application for a new franchise to operate a restaurant unit within the System by an applicant that is not then currently doing so. Franchisor's consent also may be conditioned upon execution by Proposed New Owner of an agreement whereby Proposed New Owner assumes full, unconditional, joint and several liability for, and agrees to perform from the date of such Transfer, all obligations, covenants and agreements contained herein to the same extent as if it had been an original party to this Agreement and may also require Developer and Principal Shareholders, including the proposed Transferor(s), to execute a general release which releases Franchisor and its affiliates from any claims they may have had or then have against Franchisor and its affiliates. In the event Proposed New Owner is a partnership (including, but not limited to, a limited partnership), Proposed New Owner will also be required to execute an addendum to the Agreement which amends the references to Developer and its Principal Shareholders to include the partnership approved by Franchisor and Proposed New Owner's general partner(s) and the principal shareholders of the general partner(s), if the general partner(s) is a corporation. This addendum will contain a provision including in the definition of "**Transfer**" the withdrawal, removal or voluntary/involuntary dissolution (if applicable) of the general partner(s) or the substitution or addition of a new general partner. Developer or Principal Shareholders, as the case may be, shall provide Franchisor with such information as it may require in connection with a request for approval of a proposed Transfer. For purposes of clarification, nothing in this **Appendix E** shall limit Franchisor's discretion in granting or withholding consent to a Transfer or to require the applicable parties to agree to certain terms as a condition to obtaining consent to a Transfer.

APPENDIX F TO DEVELOPMENT AGREEMENT

CONFIDENTIALITY AGREEMENT AND COVENANT NOT TO COMPETE

THIS AGREEMENT is made this ________ day of ________________, 20______, by and between ____, a _____________ corporation ("**Developer**"), and ___________________________, an individual employed by Developer ("**Employee**").

WITNESSETH:

WHEREAS, APPLEBEE'S FRANCHISOR LLC ("**Applebee's**") has the right to grant franchises for all rights in and to a unique system for the development and operation of restaurants (the "**System**"), which includes proprietary rights in valuable trade names, service marks and trademarks, including the service mark Applebee's Neighborhood Grill & Bar and variations of such mark, designs and color schemes for restaurant premises, signs, equipment, procedures and formulae for preparing food and beverage products, specifications for certain food and beverage products, inventory methods, operating methods, financial control concepts, a training facility and teaching techniques;

WHEREAS, Developer is the owner of the right to develop restaurants franchised by Applebee's which utilize the System ("**Restaurants**") for the period and in the Territory described in the Development Agreement between Applebee's and Developer (the "**Development Agreement**");

WHEREAS, Developer and Employee acknowledge that Applebee's information as described above was developed over time at great expense, is not generally known in the industry and is beyond Developer's own present skills and experience, and that to develop it itself would be expensive, time-consuming and difficult, that it provides a competitive advantage and will be valuable to Developer in the development of its business, and that gaining access to it was therefore a primary reason why Developer entered into the Development Agreement; and

WHEREAS, in consideration of Applebee's confidential disclosure to Developer of these trade secrets, Developer has agreed to be obligated by the terms of Development Agreement to execute, with its Director of Operations, a written agreement protecting Applebee's trade secrets and confidential information entrusted to Employee, and protecting against unfair competition;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

(1) The parties acknowledge and agree that Employee is or will be employed in a supervisory or managerial capacity and in such capacity will have access to information and materials which constitute trade secrets and confidential and proprietary information. The parties further acknowledge and agree that any actual or potential direct or indirect competitor of Applebee's or of any of its franchisees shall not have access to such trade secrets and confidential information.

(2) The parties acknowledge and agree that the System includes trade secrets and confidential information which Applebee's has revealed or will reveal to Developer in confidence, and that protection of said trade secrets and confidential information and protection of Applebee's against unfair competition from others who enjoy or who have had access to said trade secrets and confidential information are essential for the maintenance of goodwill and special value of the System.

(3) Employee agrees that he or she shall not at any time: (i) appropriate or use the trade secrets incorporated in the System, or any portion thereof, for use in any business which is not within the

System; (ii) disclose or reveal any portion of the System to any person other than to Developer's employees as an incident of their training; (iii) acquire any right to use, or to license or franchise the use of any name, mark or other intellectual property right which is or may be granted by any franchise agreement between Applebee's and Developer; or (iv) communicate, divulge or use for the benefit of any other person or entity any confidential information, knowledge or know-how concerning the methods of development or operation of a Restaurant which may be communicated to Employee or of which Employee may be apprised by virtue of Employee's employment by Developer. Employee shall divulge such confidential information only to such of Developer's other employees as must have access to that information in order to operate a Restaurant or to develop a prospective site for a Restaurant. Any and all information, knowledge and know-how, including, without limitation, drawings, materials, equipment, specifications, techniques and other data, which Applebee's designates as confidential, shall be deemed confidential for purposes of this Agreement.

(4) Employee agrees that for the duration of his or her employment by Developer, and for two years following termination thereof, Employee may not, without the prior written consent of Applebee's, directly or indirectly, for himself or through, on behalf of or in conjunction with any person, partnership or corporation, engage in or acquire any financial or beneficial interest (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures) in, advise, help, guarantee loans or make loans to, any restaurant business whose menu or method of operation is the same as or similar to that employed by restaurant units within the System which is located either: (a) in the Territory, as defined in the Development Agreement; or (b) in the Area of Dominant Influence (as defined and established from time to time by Arbitron Ratings Company) of any Restaurant developed pursuant to the Development Agreement.

(5) Employee further acknowledges and agrees that any materials and manuals provided or made available to Developer by Applebee's (collectively, the "**Manuals**"), described in Section 5 of the form of franchise agreement which is attached as **Appendix B** to the Development Agreement are loaned by Applebee's to Developer for limited purposes only, remain the property of Applebee's, and may not be reproduced, in whole or in part, without the written consent of Applebee's.

(6) Employee agrees to surrender to Developer or to Applebee's each and every copy of the Manuals and any other information or material in his or her possession or control upon request, upon termination of employment, or upon completion of the use for which said Manuals or other information or material may have been furnished to Employee.

(7) The parties agree that in the event of a breach of this Agreement, Applebee's would be irreparably injured and would be without an adequate remedy at law. Therefore, in the event of a breach or a threatened or attempted breach of any of the provisions hereof, Applebee's shall be entitled to enforce the provisions of this agreement as a third-party beneficiary hereof and shall be entitled, in addition to any other remedies which it may have hereunder at law or in equity (including the right to terminate the Development Agreement), to a temporary and/or permanent injunction and a decree for specific performance of the terms hereof without the necessity of showing actual or threatened damage, and without being required to furnish a bond or other security.

(8) The restrictions in Subsection (4) hereof shall not apply to ownership of less than 2% of the shares of a company whose shares are traded on a national securities exchange if such shares are owned for investment only, and are not owned by an officer, director, employee or consultant of such publicly traded company.

(9) If any court or other tribunal having jurisdiction to determine the validity or enforceability of this Agreement determines that it would be invalid or unenforceable as written, the

provisions hereof shall be deemed to be modified or limited to such extent or in such manner necessary for such provisions to be valid and enforceable to the greatest extent possible.

(10) In the event that any party to this Agreement or Applebee's initiates any legal proceeding to construe or enforce any of the terms, conditions and/or provisions of this Agreement, or to obtain damages or other relief to which any party may be entitled by virtue of this Agreement, the prevailing party or parties shall be paid its/their reasonable attorneys' fees and expenses by other party or parties.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date first above written.

DEVELOPER:	EMPLOYEE:
By: ____________________________________	By: __________________________________
Name: _________________________________	Name: ________________________________
Title: __________________________________	

APPENDIX G TO DEVELOPMENT AGREEMENT

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made this ________ day of ________________, 20_____, by and between ____, a _____________ corporation ("**Developer**"), and __________________________, an individual employed by Developer ("**Employee**").

WITNESSETH:

WHEREAS, APPLEBEE'S FRANCHISOR LLC ("**Applebee's**") has the right to grant franchises for all rights in and to a unique system for the development and operation of restaurants (the "**System**"), which includes proprietary rights in valuable trade names, service marks and trademarks, including the service mark Applebee's Neighborhood Grill & Bar and variations of such mark, designs and color schemes for restaurant premises, signs, equipment, procedures and formulae for preparing food and beverage products, specifications for certain food and beverage products, inventory methods, operating methods, financial control concepts, a training facility and teaching techniques;

WHEREAS, Developer is the owner of the right to develop restaurants franchised by Applebee's which utilize the System ("**Restaurants**") for the period and in the territory described in the Development Agreement between Applebee's and Developer (the "**Development Agreement**"); and

WHEREAS, Developer acknowledges that Applebee's information as described above was developed over time at great expense, is not generally known in the industry and is beyond Developer's own present skills and experience, and that to develop it itself would be expensive, time-consuming and difficult, that it provides a competitive advantage and will be valuable to Developer in the development of its business, and that gaining access to it was therefore a primary reason why Developer entered into the Development Agreement; and

WHEREAS, in consideration of Applebee's confidential disclosure to Developer of these trade secrets, Developer has agreed to be obligated by the terms of Development Agreement to execute, with each employee of Developer who will have supervisory authority over the development or operation of more than one Restaurant in the Territory described in the Development Agreement, a written agreement protecting Applebee's trade secrets and confidential information entrusted to Employee;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

(1) The parties acknowledge and agree that Employee is or will be employed in a supervisory or managerial capacity and in such capacity will have access to information and materials which constitute trade secrets and confidential and proprietary information. The parties further acknowledge and agree that any actual or potential direct or indirect competitor of Applebee's, or of any of its franchisees, shall not have access to such trade secrets and confidential information.

(2) The parties acknowledge and agree that the System includes trade secrets and confidential information which Applebee's has revealed to Developer in confidence, and that protection of said trade secrets and confidential information and protection of Applebee's against unfair competition from others who enjoy or who have had access to said trade secrets and confidential information are essential for the maintenance of goodwill and special value of the System.

(3) Employee agrees that he or she shall not at any time: (i) appropriate or use the trade secrets incorporated in the System, or any portion thereof, for use in any business which is not within the

System; (ii) disclose or reveal any portion of the System to any person other than to Developer's employees as an incident of their training; (iii) acquire any right to use, or to license or franchise the use of any name, mark or other intellectual property right which is or may be granted by any franchise agreement between Applebee's and Developer; or (iv) communicate, divulge or use for the benefit of any other person or entity any confidential information, knowledge or know-how concerning the methods of development or operation of a Restaurant which may be communicated to Employee or of which Employee may be apprised by virtue of Employee's employment by Developer. Employee shall divulge such confidential information only to such of Developer's other employees as must have access to that information in order to operate a Restaurant or to develop a prospective site for a Restaurant. Any and information, knowledge and know-how, including, without limitation, drawings, materials, equipment, specifications, techniques and other data, which Applebee's designates as confidential, shall be deemed confidential for purposes of this Agreement.

(4) Employee further acknowledges and agrees that any materials or manuals provided or made available to Developer by Applebee's (collectively, the "**Manuals**"), described in Section 5 of the applicable franchise agreement between Applebee's and Developer, are loaned by Applebee's to Developer for limited purposes only, remain the property of Applebee's, and may not be reproduced, in whole or in part, without the written consent of Applebee's.

(5) Employee agrees to surrender to Developer or to Applebee's each and every copy of the Manuals and any other information or material in his or her possession or control upon request, upon termination of employment or upon completion of the use for which said Manuals or other information or material may have been furnished to Employee.

(6) The parties agree that in the event of a breach of this Agreement, Applebee's would be irreparably injured and would be without an adequate remedy at law. Therefore, in the event of a breach or a threatened or attempted breach of any of the provisions hereof, Applebee's shall be entitled to enforce the provisions of this Agreement as a third-party beneficiary hereof and shall be entitled, in addition to any other remedies which it may have hereunder at law or in equity (including the right to terminate the Development Agreement), to a temporary and/or permanent injunction and a decree for specific performance of the terms hereof without the necessity of showing actual or threatened damage, and without being required to furnish a bond or other security.

(7) If any court or other tribunal having jurisdiction to determine the validity or enforceability of this Agreement determines that it would be invalid or unenforceable as written, the provisions hereof shall be deemed to be modified or limited to such extent or in such manner necessary for such provisions to be valid and enforceable to the greatest extent possible.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date first above written.

DEVELOPER	EMPLOYEE
By: ___________________________________	By: ___________________________________
Name: _________________________________	Name: _________________________________
Title: __________________________________	

ADDENDUM TO DEVELOPMENT AGREEMENT
[Limited Liability Company]

THIS ADDENDUM TO DEVELOPMENT AGREEMENT ("**Addendum**") is entered this ______ day of _________________, 20____, by and between Applebee's Franchisor LLC, a Delaware limited liability company ("**Franchisor**"), _________________, a _______ limited liability company ("**Developer**"), whose members are ___________________________, a __________________________ ("____________") and _________________ ("___________") ____________ and _____________ individually referred to as "**Member**" and collectively as "**Members**"), and ______________, sole shareholder of ______________________ ("___________") and _____________, sole shareholder of __________________ ("___________") (Members, ________________ and _________________ individually referred to as "**Principal Shareholder**" and collectively as "**Principal Shareholder**").

WITNESSETH:

WHEREAS, contemporaneous with the execution of this Addendum, Franchisor and Developer are executing an Applebee's Neighborhood Grill & Bar Development Agreement ("**Development Agreement**") granting Developer certain rights regarding the Territory therein described; and

WHEREAS, the same parties desire to amend the Development Agreement to reflect accurately the identity and nature of the parties to the Development Agreement as a result of Developer's form of business as a limited liability company.

NOW, THEREFORE, the Development Agreement is hereby amended as follows:

1. Subsections 7.1, 7.2 and 7.6 of Section 7, entitled "DEVELOPER ORGANIZATION, AUTHORITY, FINANCIAL CONDITION AND SHAREHOLDERS," are hereby amended by deleting the same as each now appears and inserting the following in its respective place and stead:

> "7.1 Developer and the Principal Shareholders represent and warrant that: (a) Developer is a limited liability company, validly existing and in good standing under the laws of the state of its organization; (b) _____________ and _____________ are each a corporation, validly existing and in good standing under the laws of the state of their incorporation; (c) Developer is duly qualified and is authorized to do business and is in good standing in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (d) _____________ and _____________ are each duly qualified and authorized to do business and are in good standing in each jurisdiction in which their respective business activities or the nature of the properties owned by each required such qualification; (e) the execution and delivery of this Agreement and the transactions contemplated hereby are within Developer's power under its articles of organization and operating agreement; (f) the execution and delivery of this Agreement and the transactions contemplated hereby are within _____________ and _____________'s power under their respective articles of incorporation and bylaws; (g) the execution and delivery of this Agreement have been duly authorized by the Developer; (h) the execution and delivery of this Agreement has been duly authorized by _____________ and _____________; (i) the operating agreement, articles of organization and certificate of organization of Developer delivered to Franchisor are true, complete and correct, and there have been no changes therein since the date thereof; (j) the articles of incorporation, bylaws and certificate of incorporation of _____________ and _____________ delivered to Franchisor are true, complete and correct, and there have been no changes therein since the date thereof; (k) the specimen certificate of shares provided to Franchisor, if any, representing the member's ownership interest in Developer is a true specimen of

Developer's certificate of shares; (l) the financial statement of Developer and financial statements of its Principal Shareholders, heretofore delivered to Franchisor, are true, complete and correct, and fairly present the financial positions of Developer and each Principal Shareholder, respectively, as of the date thereof; (m) such financial statements have been prepared in accordance with generally accepted accounting principles; and (n) there have been no materially adverse changes in the condition, assets or liabilities of Developer or Principal Shareholders since the date or dates thereof."

"7.2 Developer and each Principal Shareholder covenant that during the term of this Agreement: (a) Developer shall do or cause to be done all things necessary to preserve and keep in full force its existence as a limited liability company and shall be in good standing in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (b) Developer shall have the authority under its articles of organization and operating agreement to carry out the terms of this Agreement; and (c) Developer shall print, in a conspicuous fashion on all certificates, if any, evidencing membership interest in Developer when issued, a legend referring to this Agreement and the restrictions on and obligations of Developer and Principal Shareholders hereunder, including the restrictions on transfer of Developer's membership interests."

"7.6 Principal Shareholders, jointly and severally, hereby personally and unconditionally guarantees each of Developer's financial obligations to Franchisor (including, but not limited to, all obligations relating to the payment of fees by Developer to Franchisor). Principal Shareholders agree that Franchisor may resort to either or any of them for payment of any such financial obligation, whether or not Franchisor shall have proceeded against Developer, any other Principal Shareholder or any other obligor primarily or secondarily obligated to Franchisor with respect to such financial obligation. Each Principal Shareholder hereby expressly waives presentment, demand, notice of dishonor, protest and all other notices whatsoever with respect to Franchisor's enforcement of this guaranty. In addition, each Principal Shareholder agrees that if the performance or observance by Developer of any term or provision hereof is waived or the time of performance thereof extended by Franchisor, or payment of any such financial obligation is accelerated in accordance with any agreement between Franchisor and any party liable in respect thereto or extended or renewed, in whole or in part, all as Franchisor may determine, whether or not notice to or consent by any Principal Shareholder or any other party liable in respect to such financial obligations is given or obtained, such actions shall not affect or alter the guaranty of any Principal Shareholder described in this Subsection."

2. Subsections 8.1, 8.2(a), 8.2(b), 8.3 and 8.4 of Section 8, entitled "TRANSFER," are hereby amended by deleting the same as each now appears and inserting the following in its respective place and stead:

"8.1 There shall be no Transfer of any Interest of Developer, or of a Principal Shareholder in Developer, in whole or in part (whether voluntarily or by operation of law), directly, indirectly or contingently, except in accordance with the provisions of this Section 8. "Transfer" and "Interest" are defined in Subsections 8.2, 8.3 and 8.4."

"8.2 (a) any change in the ownership of or rights in or to any membership interest or other equity interest of any of the Principal Shareholders in Developer which would result from the act of such Principal Shareholder of Developer, such as a sale, exchange, pledge or hypothecation of the membership interest in or rights to any of Developer's profits, revenues or assets, or any such change which would result by operation of law; and" "(b) any change in the percentage interest owned by any of the Principal Shareholders in their membership interest or other equity interests in Developer's profits, revenues or assets which would result from any act of Developer such as a sale, pledge or hypothecation of any Restaurant assets (other than a pledge of assets to secure *bona fide* loans made or credit extended in connection with acquisition of the assets pledged, provided that immediately before and after such transaction the net worth of Developer satisfies the applicable liquid asset requirement described in Subsection 7.3 of this Agreement; any sale or issuance of any of Developer's membership interests or other equity interests); the retirement or redemption of any membership interest in Developer; or any sale or grant to any person of any right to participate in or otherwise to share or become entitled to any part of Developer's profits, revenues, assets or equity."

"8.3 "**Transfer**" shall not include: (a) a change in the ownership of or rights to any shares or other equity interest in Developer under the Securities Act of 1933; or (b) a change in the ownership of or rights to any securities or other equity interest in Developer pursuant to a private offering of Developer's securities exempted from registration under such Act, provided that Developer, provides Franchisor with a copy of its prospectus and/or offering memorandum 10 days prior to its filing with the Securities and Exchange Commission or circulation to third parties so that Franchisor may comment and, if necessary, correct any information concerning Franchisor and/or the System, and further provided that after giving effect to such public or private offering, the Principal Shareholders "control" Developer. For purposes of this Section 8, "**control**" means either: (1) owning legal and equitable title to 51% or more of the outstanding voting interests of the Developer, which are not subject to proxy granted to or contract with any other person or party granting that party the right to vote part or all of such securities; (2) having and continually exercising the contractual power presently to designate a majority of the directors of the Developer; or (3) having and continually exercising the right, power and authority to act on behalf of, manage, operate and otherwise obligate or bind Developer in the conduct of Developer's business."

"8.4 "**Interest**" shall mean, when referring to interests or rights in Developer, the membership interest of the Principal Shareholders in Developer and any other equitable or legal right in or to any of the Principal Shareholders' interest in Developer's revenues, profits or assets; when referring to rights or assets of Developer, Developer's rights under and interest in this Agreement, any Restaurant and its revenues, profits and assets."

3. **Appendix C** to Development Agreement, entitled "STATEMENT OF OWNERSHIP INTERESTS" shall be amended to: (i) delete the word "Shareholder" and insert the word "Member" in lieu thereof; and (ii) delete the phrase "Percent of Issued and Outstanding Shares of Developer" and insert the phrase "Percent of Contributions to and Ownership Equity in Developer" in lieu thereof.

4. The first paragraph of **Appendix E** to Development Agreement, entitled "CONFIDENTIALITY AGREEMENT AND COVENANT NOT TO COMPETE," is hereby amended by deleting the same as it now appears and inserting the following in its place and stead:

"THIS AGREEMENT is made this ________ day of ________________, 20_____, by and between _________________________, a ______________ limited liability company ("**Developer**"), and _________________________, an individual employed by Developer ("**Employee**")."

5. The first paragraph of Appendix F to Development Agreement, entitled "CONFIDENTIALITY AGREEMENT," is hereby amended by deleting the same as it now appears and inserting the following in its place and stead:

> "THIS AGREEMENT is made this ________ day of ________________, 20_____, by and between __________________________, a __________________ limited liability company ("**Developer**"), and ____________________________________, an individual employed by Developer ("**Employee**")."

6. The franchise agreement which is attached as Appendix B to Development Agreement (the "**Franchise Agreement**") and all agreements entered pursuant to such Franchise Agreement between the parties hereto under this Development Agreement shall be amended as set forth in the following paragraphs 7 through 12 and shall be interpreted and governed in accordance with this Addendum. Any future amendment or modification to the Franchise Agreement and all agreements entered pursuant to such Franchise Agreement under the Development Agreement shall not affect this Addendum unless such amendment or modification expressly refers to this Addendum.

7. The first paragraph on Page 1 of the Franchise Agreement is amended by deleting the same as it now appears and inserting the following in its place and stead:

> "This Applebee's Neighborhood Grill & Bar Franchise Agreement (the "**Franchise Agreement**") is made this ______ day of _________________, 20_____, by and between Applebee's Franchisor LLC, a Delaware limited liability company ("**Franchisor**"), ___________________________, a _____________ limited liability company ("**Franchisee**"), whose members are ("**Members**"), (Members, _____________ and ________________ shall be individually referred to herein as the "**Principal Shareholder**" and collectively as the "**Principal Shareholders**")."

8. Subsections 11.1, 11.2 and 11.5 of Section 11, entitled "FRANCHISE ORGANIZATION, AUTHORITY, FINANCIAL CONDITION AND SHAREHOLDERS," is hereby amended by deleting the same as it now appears and inserting the following in its place and stead:

> "11.1 Franchisee and each Principal Shareholder represent and warrant that: (a) Franchisee is a limited liability company, validly existing and in good standing under the laws of its state of organization; (b) _____________ and _____________ are each a corporation, validly existing and in good standing under the laws of the state of their incorporation; (c) Franchisee is duly qualified and is authorized to do business and is in good standing in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (d) _____________ and _____________ are each duly qualified and authorized to do business and are in good standing in each jurisdiction in which its respective business activities or the nature of the properties owned by it required such qualification; (e) the execution and delivery of this Agreement and the transactions contemplated hereby are within Franchisee's power under its articles of organization and operating agreement; (f) the execution and delivery of this Agreement and the transactions contemplated hereby are within _____________ and _____________'s power under their respective articles of incorporation and bylaws; (g) the execution and delivery of this Agreement has been duly authorized by the Franchisee; (h) the execution and delivery of this Agreement have been duly authorized by _____________ and _____________; (i) the operating agreement, articles of organization and certificate of organization of Franchisee delivered to Franchisor are true, complete and correct, and there have been no changes therein since the date thereof; (j) the articles of incorporation, bylaws and certificate of incorporation of _____________ and _____________ delivered to

Franchisor are true, complete and correct, and there have been no changes therein since the date thereof; (k) that any specimen certificate evidencing membership interest in Franchisee delivered to Franchisor pursuant to Subsection 11.2(e) hereof is a true specimen of Franchisee's certificate evidencing a membership interest in such limited liability company; (l) the most recent balance sheet of Franchisee ("Balance Sheet"), and the most recent balance sheets of its Principal Shareholders heretofore delivered to Franchisor, are true, complete and correct, and fairly present the financial positions of the Franchisee and each Principal Shareholder, respectively, as of the date or date thereof; (m) the Balance Sheet and each such balance sheet have been prepared in accordance with generally accepted accounting principles; and (n) there have been no materially adverse changes in the condition, assets or liabilities of the Franchisee or the respective Principal Shareholders since the date or dates thereof."

"11.2 Franchisee and each Principal Shareholder covenant that during the term of this Agreement: (a) Franchisee shall do or cause to be done all things necessary to preserve and keep in full force its existence as a limited liability company and shall be in good standing in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (b) Franchisee shall have the authority under its articles of organization and operating agreement to carry out the terms of this Agreement; (c) Franchisee shall print, in a conspicuous fashion on all certificates, if any, evidencing membership interest in Franchisee when issued, a legend referring to this Agreement and the restrictions on and obligations of Franchisee and Principal Shareholders hereunder, including, the restrictions on transfer of Franchisee's membership interests; and (d) _______________ shall print, in a conspicuous fashion on all certificates evidencing shares in such respective company when issued, a legend referring to this Agreement and the restrictions on and obligations of such Principal Shareholders hereunder, including the restrictions on transfer of such Principal Shareholder's shares. Further, Franchisee shall deliver to Franchisor prior to the authorized change of any members a true specimen certificate evidencing membership interest in the limited liability company, bearing the legend described herein."

"11.5 Principal Shareholders, jointly and severally, hereby personally and unconditionally guarantees each of Franchisee's financial obligations to Franchisor (including, but not limited to, all obligations relating to the payment of fees by Franchisee to Franchisor). Each Principal Shareholder agrees that Franchisor may resort to such Principal Shareholder (or any of them) for payment of any such financial obligation, whether or not Franchisor shall have proceeded against Franchisee, any other Principal Shareholder or any other obligor primarily or secondarily obligated to Franchisor with respect to such financial obligation. Each Principal Shareholder hereby expressly waives presentment, demand, notice of dishonor, protest, and all other notices whatsoever with respect to Franchisor's enforcement of this guaranty. In addition, each Principal Shareholder agrees that if the performance or observance by Franchisee of any term or provision hereof is waived or the time of performance thereof extended by Franchisor, or payment of any such financial obligation is accelerated in accordance with any agreement between Franchisor and any party liable in respect thereto or extended or renewed, in whole or in part, all as Franchisor may determine, whether or not notice to or consent by any Principal Shareholder or any other party liable in respect to such financial obligations is given or obtained, such actions shall not affect or alter the guaranty of any Principal Shareholder described in this Subsection."

9. Subsections 12.2(a) and (b), 12.3 and 12.4 of Section 12, entitled "TRANSFER," are hereby amended by deleting the same as each now appears and inserting the following in its respective place and stead:

12.2 "(a) any change in the ownership of or rights in or to any membership interest or other equity interest of any Principal Shareholder in Franchisee which would result from the act of such Principal Shareholder of Franchisee, such as a sale, exchange, pledge or hypothecation of the membership interest in, or any interest in or rights to any of Franchisee's profits, revenues or assets, or any such change which would result by operation of law; and

(b) any change in the percentage interest owned by any of the Principal Shareholders in their membership interest or other equity interest in Franchisee's profits, revenues or assets which would result from any act of Franchisee such as a sale, pledge or hypothecation of any Restaurant assets (other than a pledge of assets to secure *bona fide* loans made or credit extended in connection with acquisition of the assets pledged, provided that immediately before and after such transaction the net worth of Franchisee shall not be less than the amount which is reflected on the Balance Sheets referred to in Subsection 11.1 of this Agreement); any sale or issuance of any of Franchisee's membership interests or other equity interests; the retirement or redemption of any membership interests in Franchisee; or any sale or grant to any person of any right to participate in or otherwise to share or become entitled to any part of Franchisee's profits, revenues, assets or equity."

"12.3 "**Transfer**" shall not include: (a) a change in the ownership of or rights to any shares or other equity interest in Franchisee under the Securities Act of 1933; or (b) a change in the ownership of or rights to any securities or other equity interest in Franchisee pursuant to a private offering of Franchisee's securities exempted from registration under such Act, provided that Franchisee provides Franchisor with a copy of its prospectus and/or offering memorandum 10 days prior to its filing with the Securities and Exchange Commission or circulation to third parties so that Franchisor may comment and, if necessary, correct any information concerning Franchisor and/or the System, and further provided that after giving effect to such change of ownership or private offering, the Principal Shareholders "control" Franchisee. For purposes of this Section 12, "**controls**" means either: (1) owning legal and equitable title to 51% or more of the outstanding voting interests of the Franchisee, which are not subject to proxy granted to or contract with any other person or party granting that party the right to vote part or all of such securities; (2) having and continually exercising the contractual power presently to designate a majority of the directors of the Franchisee; or (3) having and continually exercising the right, power and authority to act on behalf of, manage, operate and otherwise obligate or bind Franchisee in the conduct of Franchisee's business."

"12.4 "**Interest**" shall mean, when referring to interests or rights in Franchisee, the membership interest of any Principal Shareholder in Franchisee and any other equitable or legal right in or to any of the Principal Shareholders' interest in Franchisee's revenues, profits or assets; when referring to rights or assets of Franchisee, Franchisee's rights under and interest in this Agreement, the Restaurant and its revenues, profits and assets."

10. Subsection 14.4 of Section 14, entitled "INSPECTIONS," is hereby amended by deleting the same as it now appears and inserting the following in its place and stead:

> "14.4 Franchisee shall maintain an accurate register of its certificates of membership interest ("Membership Register"). In the event that the beneficial ownership of Franchisee differs in any respect from record ownership, Franchisee also shall maintain a list of the names, addresses and interests of all beneficial owners. Franchisee shall produce its Membership Register and any list of beneficial owners certified by the corporation's secretary to be correct, at its principal executive offices upon ten (10) days prior written request by Franchisor. Franchisor's representatives shall have the right to examine the Membership Register and any list of beneficial owners, and to reproduce all or any part thereof. Further, upon ten (10) days written notice, Franchisor may request a copy of the list of all members and the list of owners of beneficial owners to be forwarded to it at Franchisor's principal office."

11. **Appendix A** to Franchise Agreement, entitled "STATEMENT OF OWNERSHIP INTERESTS," shall be amended to: (i) delete the word "Shareholder" and insert the word "Members" in lieu thereof; (ii) delete the phrase "Percent of Issued and Outstanding Shares of Franchisee" and insert the phrase "Percent of Contributions to Franchisee" in lieu thereof.

12. The first paragraph of **Appendix C** to Franchise Agreement, entitled "CONFIDENTIALITY AGREEMENT," is hereby amended by deleting the same as it now appears and inserting the following in its place and stead:

> "THIS AGREEMENT is made this ________ day of ________________, 20___, by and between ______________________________, a ____________ limited liability company ("**Franchisee**"), and __________________________, an individual employed by Developer ("**Employee**")."

13. Each of the terms and provisions of this Addendum is deemed incorporated by reference into the Development Agreement and the Franchise Agreement, exhibits and appendices attached thereto as if fully set forth therein. When a conflict exists between the subsections amended hereby and those contained in the Development Agreement, Franchise Agreement, and exhibits and appendices attached thereto, this Addendum shall control the construction and interpretation of such document.

14. No amendment or modification of this Addendum shall be binding unless executed in writing by Franchisor, Developer and Principal Shareholders.

15. Any capitalized term not otherwise defined in this Addendum shall have the meaning as set forth in the Development Agreement, Franchise Agreement, and exhibits and appendices attached thereto, respectively.

IN WITNESS WHEREOF, the undersigned have entered into this Addendum to the Development Agreement as of the date first above written.

FRANCHISOR:
APPLEBEE'S FRANCHISOR LLC

By: ________________________________
Name: ______________________________
Title: _______________________________
DEVELOPER:

____________________________________LLC

By: ________________________________
Name: ______________________________
Title: _______________________________

PRINCIPAL SHAREHOLDERS:

____
By: ________________________________
Name: ______________________________
Title: _______________________________

____
Name: ______________________________

____
Name: ______________________________

ADDENDUM TO DEVELOPMENT AGREEMENT
[Limited Partnership]

THIS ADDENDUM TO DEVELOPMENT AGREEMENT ("**Addendum**") is made and entered into as of the ______ day of ________________, 20__, by and between Applebee's Franchisor LLC, a Delaware limited liability company ("**Franchisor**"), ________________________________, a ______________ limited partnership ("**Developer**"), ___________________________ ("**General Partner**") and ___________________________ (together with General Partner, individually, a "**Principal Shareholder**" and collectively, the "**Principal Shareholders**").

WITNESSETH:

WHEREAS, contemporaneous with the execution of this Addendum, Franchisor, Developer and Principal Shareholders will execute an Applebee's Neighborhood Grill & Bar Development Agreement ("**Development Agreement**") granting Developer certain rights regarding the Territory; and

WHEREAS, the same parties desire to amend the Development Agreement to reflect accurately the identity and nature of the parties to the Development Agreement as a result of Developer's form of business as a limited partnership.

NOW, THEREFORE, the Development Agreement is hereby amended as follows:

1. Section 7 Amended. Sections 7.1 and 7.2 of the Development Agreement are hereby amended by deleting said sections in their entirety and replacing them with the following:

"7.1 Developer and each Principal Shareholder represent and warrant that: (a) Developer is a limited partnership duly formed, validly existing and in good standing under the laws of ________; (b) the General Partner is a limited liability company duly organized, validly existing and in good standing under the laws of the state of _________; (c) Developer is duly qualified and is authorized to do business and is in good standing in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (d) the General Partner is duly qualified and is authorized to do business and is in good standing as a foreign company in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (e) the execution and delivery of this Agreement and the transactions contemplated hereby are within Developer's power under its limited partnership agreement; (f) the execution and delivery of this Agreement and the transactions contemplated hereby are within the General Partner's power under its articles of organization and operating agreement; (g) the execution and delivery of this Agreement has been duly authorized by the Developer; (h) the execution and delivery of this Agreement has been duly authorized by the General Partner; (i) the limited partnership agreement and the certificate of limited partnership of Developer delivered to Franchisor are true, complete and correct, and there have been no changes therein since the date thereof; (j) the articles of organization and operating agreement of the General Partner delivered to Franchisor are true, complete and correct, and there have been no changes therein since the date thereof; (k) the most recent balance sheet of Developer and the most recent balance sheet (collectively, "**Balance Sheets**") of each of the Principal Shareholders and ________________ ("**Guarantor**") heretofore delivered to Franchisor, are true, complete and correct, and fairly present the financial positions of the Developer, Principal Shareholders and Guarantor, respectively, as of the date or dates thereof; (l) the Balance Sheets have been prepared in accordance with generally accepted accounting principles; (m) there have been no materially adverse changes in the condition, assets or liabilities of the Developer, Principal Shareholders or Guarantor since the date or dates thereof; (n) that any specimen certificate evidencing ownership interest in the limited partnership delivered to Franchisor pursuant to Subsection 7.2(e) hereof is a true specimen of Developer's certificate evidencing ownership interest in the limited partnership; (o) the General Partner's specimen membership certificate delivered to Franchisor is a true specimen of the General Partner's membership certificate; and (p) Developer and the General Partner have and/or will comply with all applicable rules, regulations and statutes governing the sale of partnership interests, including, but not limited to, the Securities Act of 1933, as amended; the Securities and Exchange Act of 1934, as amended; and all applicable state securities rules, regulations and statutes.

7.2 Developer and Principal Shareholders covenant that during the term of this Agreement: (a) Developer shall do or cause to be done all things necessary to preserve and keep in full force its existence as a limited partnership and shall be in good standing in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (b) the General Partner shall do or cause to be done all things necessary to preserve and keep in full force its existence and shall be in good standing as a foreign company in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (c) Developer shall have the authority under its limited partnership agreement to carry out the terms of this Agreement; (d) the General Partner shall have the authority pursuant to its operating agreement to carry out the terms of this Agreement; (e) Developer shall print, in a conspicuous fashion on all certificates evidencing ownership interest in the limited partnership when issued, a legend referring to this Agreement and the restrictions on and obligations of Developer and the Principal Shareholders, including, but not limited to, the restrictions on transfer or removal of any interest of the Principal Shareholders in or of Developer. Further, Developer shall deliver to Franchisor prior to the sale of any partnership units a true specimen certificate evidencing ownership interest in the limited partnership, bearing the legend described herein and shall certify to Franchisor that any existing certificates now bear the legend described herein; and (f) the General Partner shall print, in a conspicuous fashion on all certificates representing membership interests, a legend referring to this Agreement and the restrictions on and obligations of the Principal Shareholders hereunder, including the restrictions on transfer of membership interests in the General Partner.

2. Section 8 Amended. Sections 8.2 - 8.4 of the Development Agreement are hereby amended by deleting said sections in their entirety and replacing them with the following:

"8.2 Except as provided in Subsection 8.3, "**Transfer**" shall mean any assignment, sale, pledge, hypothecation, gift or any other such event which would change ownership of or change or create a new Interest, including, but not limited to:

(a) any change in the ownership of or rights in or to the partnership interests or other equity interests of Developer which would result from the act of the Principal Shareholders, such as a sale, exchange, pledge or hypothecation of the partnership interest in or rights to any of Developer's profits, revenues or assets, or any such change which would result by operation of law;

(b) any change in the percentage interest owned by any Principal Shareholder in the partnership interests or other equity interests of Developer, or interests in Developer's profits, revenues or assets which would result from any act of Developer such as a sale, pledge or hypothecation of any Restaurant assets (other than a pledge of assets to secure *bona fide* loans made or credit extended in connection with acquisition of the assets pledged); any sale or issuance of any partnership interest or other equity interest in Developer; the retirement or redemption of any Interest in Developer; or any sale or grant to any person of any right to participate in or otherwise to share or become entitled to any part of Developer's profits, revenues, assets or equity; and

(c) the removal of the General Partner and/or the substitution or addition of a new general partner to the Developer."

8.3 "**Transfer**" shall not include: (a) a change in the ownership of or rights to any partnership interest or other equity interest in Developer pursuant to a public offering of Developer's securities registered under the Securities Act of 1933; or (b) a change in the ownership of or rights to any securities or other equity interest in Developer pursuant to a private offering of Developer's securities exempted from registration under such Act, provided that Developer provides Franchisor with a copy of its prospectus and/or offering memorandum 10 days prior to its filing with the Securities and Exchange Commission or circulation to third parties so that Franchisor may comment and, if necessary, correct any information concerning Franchisor and/or the System, and further provided that after giving effect to such public or private offering, the General Partner "controls" Developer. For purposes of this Section 8, "control" means having and continually exercising the right, power and authority to act on behalf of, manage, operate and otherwise obligate or bind Developer in the conduct of Developer's business.

8.4 "**Interest**" shall mean: when referring to interests or rights in Developer, the partnership interests of the Principal Shareholders in Developer and any other equitable or legal right in or to Developer's revenues, profits or assets; when referring to rights or assets of Developer, Developer's rights under and interest in this Agreement, any Restaurant and its revenues, profits and assets."

Notwithstanding the terms of Section 8.7 of the Development Agreement, the proposed sale of an Interest owned by the General Partner will be subject to all of the terms thereof.

3. Appendix D Amended. **Appendix D**, entitled "STATEMENT OF OWNERSHIP INTERESTS," shall be amended to remove the phrase "Shareholder" and the phrase "Partner" shall be inserted in lieu thereof. The phrase "Percent of Issued and Outstanding Shares of Developer" shall be amended and replaced by the phrase "Percent of Interest Owned in Developer." **Appendix D** shall further be amended to add two new columns as follows:

Partner	Percent of Interest Owned in Developer
General Partner – ________________________	__%
Limited Partners – _______________________	__%
_______________________	__%

4. Appendix F Amended. The first paragraph of **Appendix F**, entitled "CONFIDENTIALITY AGREEMENT AND COVENANT NOT TO COMPETE," is hereby amended by deleting the same as it now appears and inserting the following in its place and stead:

"THIS AGREEMENT is made this ________ day of ________________, 20_____, by and between _______________________________, a _____ limited partnership ("**Developer**"), and _______________ _______________, an individual employed by Developer ("**Employee**")."

5. Appendix G Amended. The first paragraph of **Appendix G**, entitled "CONFIDENTIALITY AGREEMENT," is hereby amended by deleting the same as it now appears and inserting the following in its place and stead:

> "THIS AGREEMENT is made this ________ day of ________________, 20_____, by and between _________________________, a _____ limited partnership ("**Developer**"), and _______________ _______________, an individual employed by Developer ("**Employee**")."

6. General Partner; Legal Status. Nothing contained in this Addendum will be construed to limit any liability that General Partner may incur as a result of its legal status as a general partner of Developer under applicable law.

7. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Kansas, without regard to its conflict of laws provisions..

8. No Further Amendment. No further amendment or modification of the Development Agreement shall be binding unless executed in writing by Franchisor and Developer or their authorized successors or assigns. No course of conduct or course of performance under this or any other agreement between the parties will be deemed to modify this Addendum. Except as expressly set forth in this Addendum, the Development Agreement remains in full force and effect.

9. Entire Agreement. This Addendum and the agreements, documents and instruments referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding and cancelling any and all prior and contemporaneous agreements, understandings, representations, inducements and statements, oral or written, of the parties in connection with the subject matter hereof.

10. Headings. The section headings are inserted as a matter of convenience and in no way define, limit or describe the scope of such section or affect the interpretation of this Addendum.

11. Counterparts. This Addendum may be signed in counterparts and each counterpart with a hand-written signature, whether an original or an electronic data text (including telegram, telex, facsimile, electronic data interchange and electronic mail) is considered an original and all counterparts constitute one and the same instrument.

12. Miscellaneous. Each of the terms and provisions of this Addendum is deemed incorporated by reference into the Development Agreement. When a conflict exists between this Addendum and the Development Agreement, this Addendum shall control. Any capitalized term not otherwise defined in this Addendum shall have the meaning as set forth in the Development Agreement. If any provision of this Addendum is found to be unenforceable, the remaining provisions will continue to be in full force and effect. This Addendum will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. No waiver of any provision of this Addendum will be enforceable against a party unless it is in writing and signed by such party. No waiver by any party of any provisions of this Addendum will be deemed to be or constitute a waiver of any other provision hereof (whether or not similar), nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

FRANCHISOR:
APPLEBEE'S FRANCHISOR LLC

By: ____
Name: ______________________________________
Title: _______________________________________

[SIGNATURES CONTINUED ON NEXT PAGE]

DEVELOPER:

____

By: ____
Its General Partner

By: ____
Name: ____
Title: ____

PRINCIPAL SHAREHOLDERS:

____
Name: ____

____
Name: ____

<u>EXHIBIT F</u>

FRANCHISE AGREEMENT

STANDARD FORM

APPLEBEE'S NEIGHBORHOOD GRILL & BAR

FRANCHISE AGREEMENT

____

(Location Address)

____

(Franchisee Name)

____

(Date)

SUMMARY PAGES

1. Addresses for Notices:

Franchisor: Applebee's Franchisor LLC
450 North Brand Boulevard, 7th Floor
Glendale, California 91203
Attn: General Counsel
Telephone Number: (818) 240-6055
Fax Number: (818) 637-3617

Franchisee: ___________________________
____
____
Attn.: ______________________
Telephone Number: __________
Fax Number: _______________

2. Commencement Date: _____________, 20__

3. Delivery Date of Franchise Disclosure Document: _______________, 20___

4. Development Agreement: The Development Agreement between Franchisor and Franchisee dated ___________________, 20__

5. Effective Date: ___________, 20__

6. Governing Law and Jurisdiction: State of Kansas and Federal Courts of the State of Kansas (Johnson County)

7. Initial Franchise Fee: $35,000

8. Insurance: *See* Section 16

9. Internet/World Wide Web: Franchisee has no right, license or authority to use any of the Marks on or in connection with the Internet, except as stated in and permitted by Section 18.5.

10. Interference with Employment Relations: If Franchisee seeks to employ a person employed by another franchisee or Franchisor in a managerial position presently or during the past six months without written consent of the employer, Franchisee must pay three times the annual salary plus reimbursement of costs to employer.

11. Local Ad Expenditure: 0.5% of each calendar month's Gross Sales

12. Monthly Advertising Fee: 3.25%

13. Ownership Interests in Franchisee are owned by:

	Name	Percentage
1.	___________________________	________
2.	___________________________	________
3.	___________________________	________

4. ______________________________ _________
5. ______________________________ _________

14. Principal Shareholder(s): ________________________________

15. Renewal: Four five-year terms at 10% of the then-current Franchise Fee for each renewal period. Franchisee must notify Franchisor seven to 12 months before agreement expires if wish to renew.

16. Restaurant Location: _______________________________
____

17. Restricted Area: The lesser of: (a) a three-mile radius of the Restaurant within an international border; or (b) a radius from the Restaurant that includes either a daytime or residential population of 40,000 or more people.

18. Royalty Rate: 4% through January 1, 2020

19. Term: The period commencing on the Effective Date and ending 20 years from the Commencement Date, subject to earlier termination in accordance with the terms of this Franchise Agreement

20. Training: Franchisor will provide at its expense up to a maximum of six training persons for approximately eight days before the opening of the Restaurant and the first six days that the Restaurant is open for business

21. Transfer Fee: $2,500 for this Franchise Agreement

The Summary Pages are provided for information purposes only and to the extent the Summary Pages conflict with the terms of the Franchise Agreement, the terms of the Franchise Agreement will control.

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APPLEBEE'S NEIGHBORHOOD GRILL & BAR
FRANCHISE AGREEMENT

This Agreement is made this ________ day of _____________________, 20______, by and between APPLEBEE'S FRANCHISOR LLC, a Delaware limited liability company ("**Franchisor**"), ____, a (______________________ corporation, sole proprietorship, __________________ partnership, _______________ limited partnership [*strike inappropriate language*]) ("**Franchisee**") and ____ (collectively, the "**Principal Shareholders**" and, individually, a "**Principal Shareholder**" of Franchisee if a corporation or general partner if Franchisee is a limited partnership having as its general partner a corporation) and ____ ("**General Partner**" of Franchisee if Franchisee is a limited partnership).*

* (If Franchisee is not a corporation or a sole proprietorship, or if Franchisee is a limited liability company, the parties hereto hereby agree that an Addendum shall be attached to this Agreement so as properly to reflect the responsibilities of the partners of any general partnership, the general partner of any limited partnership and the shareholders of any corporate general partner of any partnership, or the members of any limited liability company.)

WITNESSETH:

RECITALS

A. Franchisor owns the rights to develop and operate a unique system of restaurants which specialize in the sale of high quality, moderately priced food and alcoholic beverages in an attractive, casual setting. Franchisor owns the service mark Applebee's Neighborhood Grill & Bar and variations of such mark, and other names, service marks and trademarks which may be adopted for use in the future (the "**Marks**"), designs, decor and color schemes for restaurant premises, signs, equipment, procedures and formulae for preparing food and beverage products, specifications for certain food and beverage products, inventory methods, operating methods, financial control concepts, training facilities and teaching techniques ("**the System**"). Franchisor has the right to offer franchises for the use of the Marks and the System.

B. Franchisor established, through its own development and operation, and through the granting of franchises, a chain of Applebee's Neighborhood Grill & Bar restaurants which are distinctive; which are similar in appearance, design and decor; and which are uniform in operation and product consistency.

C. The value of the Marks used in the System is based upon: (1) the maintenance of uniform high quality standards in connection with the preparation and sale of Franchisor-approved food and beverage products, (2) the uniform high standards of appearance of the individual restaurant units in the System, (3) the use of distinctive trademarks, service marks, building designs and advertising signs representing a uniformly high quality of product and services, and (4) the assumption by Franchisor and its franchisees of the obligation to maintain and enhance the goodwill and public acceptance of the System (and of the Marks) by strict adherence to the high standards required by Franchisor.

D. Franchisor, Franchisee and the Principal Shareholders have entered into a Development Agreement dated __________________, 20____ ("**Development Agreement**"), relating to the development by Franchisee of Applebee's Neighborhood Grill & Bar restaurants.

E. Franchisee desires to use the System in connection with the operation of an Applebee's Neighborhood Grill & Bar restaurant at the location which is specified in Subsection 1.1 of this Agreement, pursuant to the terms, conditions and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, it is hereby agreed as follows:

1. FRANCHISE GRANT AND TERM

1.1 Franchisor grants Franchisee, for the term stated below, the right, license and privilege:

(a) to use the System incident to the operation of an Applebee's Neighborhood Grill & Bar restaurant at ___________________________________ (the "**Restaurant**");

(b) to use the Marks which Franchisor shall from time to time designate as part of the System, but only in connection with the sale at the Restaurant of those products which Franchisor has designated and approved; and

(c) to hold itself out to the public as a Franchisee of Franchisor.

1.2 The term of the franchise shall commence as of the Commencement Date, as hereinafter defined, and shall end 20 years thereafter, unless this Agreement is terminated prior to that date in accordance with its provisions. "**Commencement Date**," as used herein, shall mean the date upon which the Restaurant opens for business. The parties agree that Franchisor, without obtaining the signature of Franchisee, may affix to this Agreement an addendum expressly setting forth the Commencement Date, which, when so affixed, shall become a part of this Agreement.

1.3 At the expiration of the term hereof, Franchisee shall have an option to operate the Restaurant for four successive terms of five years (unless the franchise agreement with respect to that additional term is sooner terminated in accordance with its provisions), provided that immediately prior to each such five-year term: (a) Franchisee satisfies the requirements which Franchisor then-imposes on its new franchisees, (b) all other restaurant units within the System which Franchisee then-operates substantially comply, in the opinion of Franchisor, with Franchisor's then-current standards, specifications, requirements and instructions, and (c) Franchisee executes the form of franchise agreement which Franchisor is then using with respect to new restaurants within the System, with the amount of royalty and advertising fees payable at the rates then-prevailing under the franchise agreements which Franchisor is then using for new restaurants within the System, and Franchisee pays to Franchisor for each of said five-year periods a franchise fee equal to 10% of the prevailing franchise fee paid by new franchisees at that time. Any franchise agreement which Franchisee executes for such additional term will also contain options to obtain an assignment of Franchisee's lease with a third-party and/or to purchase certain property or to purchase or lease the Restaurant premises exercisable by Franchisor upon termination thereof and an option to purchase or lease the Restaurant premises exercisable by Franchisor upon expiration of the renewal term (subject to any then-existing renewal rights of Franchisee). Such options will contain provisions substantially similar to the provisions of Franchisor's options described in Subsection 19.4 hereof. Franchisee shall give Franchisor written notice of its desire to exercise its option to operate the Restaurant for an additional term no earlier than 12 months, and no later than seven months, prior to expiration of the initial term. If Franchisee gives that notice, Franchisor, in its sole discretion, reasonably exercised, shall determine whether Franchisee has satisfied the foregoing requirements. Within 45 days of receiving the notice described above, Franchisor shall notify Franchisee in writing whether or not Franchisee is eligible to exercise the option described in this Subsection.

1.4 During the period from the date of this Agreement to the expiration or earlier termination of this Agreement, Franchisor shall not establish a restaurant unit utilizing the System, or license another franchisee to establish a restaurant unit utilizing the System, at any location within the lesser of a three-mile radius of the Restaurant or a radius from the Restaurant which includes either a daytime or residential population of 40,000 or more people; provided, however, the 3-mile radius will be reduced to the extent it would extend over an international border. Notwithstanding the foregoing, Franchisor may establish a restaurant unit or may license a restaurant unit to a third-party within the geographic area set forth in the preceding sentence, provided that: (i) such restaurant is located within an airport (serviced by one or more public or charter carrier), train station, bus terminal, port authority, campus at any college, university or other post-secondary education institution, hospitals and other health care facilities, arena, stadium, state or national park, or military fort, post or base, travel plaza or casino, (ii) is located across an international border, or (iii) does not utilize the System or utilize the Applebee's Neighborhood Grill & Bar service mark.

1.5 Franchisee, in consideration of the benefits and privileges provided to it by this Agreement, agrees to operate the Restaurant and perform as required hereunder for the full term of this Agreement.

1.6 This Agreement is entered into pursuant to and subject to the terms and conditions which are set forth in the Development Agreement.

2. UNIFORM STANDARDS

2.1 The System is a comprehensive restaurant system for the retailing of certain uniform and quality food and beverage products (including alcoholic beverages), emphasizing a varied menu of high quality, moderately priced food products (including appetizers, creative sandwiches, dinner entrees and desserts), a selection of alcoholic and other beverages, and prompt and courteous service in a clean, wholesome, casual atmosphere. The foundation of the System is the establishment and maintenance of a reputation among the public for the operation of high quality restaurant units. A fundamental requirement of the System, this Franchise Agreement and franchises which Franchisor will grant to others is adherence by all franchisees to Franchisor's standards and policies providing for the uniform operation of all restaurant units within the System, including, but not limited to: (a) selling only those products which Franchisor has designated and approved; (b) using only Franchisor's prescribed building layout and designs, equipment, signs, interior and exterior decor items, fixtures and furnishings; (c) adhering strictly to Franchisor's standards and specifications relating to the selection, purchase, storage, preparation, packaging, service and sale of all food and beverage products being sold at the Restaurant; and (d) satisfying all of Franchisor's prescribed standards of quality, service and cleanliness. Compliance by all franchisees with the foregoing standards and policies in conjunction with the use of the Marks provides the basis for the wide public acceptance of the System and its valuable goodwill. Accordingly, strict adherence by all franchisees to all aspects of the System is required at all times.

2.2 The provisions of the Agreement shall be interpreted to give effect to the intent of the parties stated in this Section 2 to assure that Franchisee shall operate the Restaurant in conformity with the System, through strict adherence to Franchisor's standards and policies as they now exist and as they may be modified from time to time.

3. COMPLIANCE WITH THE SYSTEM

Franchisee acknowledges that every component of the System is important to Franchisor, to all franchisees and to the operation of the Restaurant, including the requirements: (a) that only those products designated and approved by the Franchisor are sold at the Restaurant; and (b) that there is uniformity of food and beverage specifications, preparation methods, quality, appearance, building and interior design, color and decor, landscaping, facilities and service among all restaurant units in the System. Accordingly, Franchisee agrees to and shall comply with all aspects of the System (as it now exists and as it may be modified from time to time). Franchisee recognizes and agrees that Franchisor may prohibit the use of the System and its trade names, notwithstanding the granting of this Agreement, if Franchisee fails to design, construct, equip, furnish or operate its Restaurant in compliance with the specifications designated by Franchisor, unless prior written approval has been received from Franchisor.

4. GENERAL SERVICES OF FRANCHISOR

4.1 Franchisor shall advise and consult with Franchisee periodically in connection with the operation of the Restaurant, and at other reasonable times upon Franchisee's request. Franchisor will provide to Franchisee such of its know-how, new developments, techniques and improvements in areas of restaurant design, management, food and beverage preparation, sales promotion and service concepts as may be pertinent to the construction and operation of the Restaurant under the System. Franchisor may provide the foregoing information: (a) by sending representatives to visit the Restaurant; (b) by providing written or other material; (c) at meetings or seminars; and (d) at training sessions at Franchisor's training facility and/or such other locations as may be selected by Franchisor from time to time. Franchisor also shall make available to Franchisee all additional services, facilities, rights and privileges which Franchisor makes available from time to time to its franchisees of the System generally.

4.2 For approximately eight days prior to the opening of the Restaurant and the first six days that the Restaurant is open for business, Franchisor shall provide Franchisee, at Franchisor's expense, with the services of up to a maximum of six of Franchisor's training personnel to facilitate proper operation of the kitchen, bar and dining room areas during that period and to assist in correcting any operational problems which may arise. Franchisee shall reimburse Franchisor for any additional training support required or requested.

4.3 From time to time during the term of this Agreement, Franchisor will develop and test new menu items. The menu consists of approved national food and beverage selections. Franchisee shall comply with all menu changes which generally occur every six months. The menu may be modified to reflect food and beverage items peculiar to Franchisee's local area, subject to Franchisor's testing and approval.

5. RESTAURANT SYSTEM AND PROCEDURES

5.1 Franchisor shall furnish Franchisee with advice and assistance in managing and operating the Restaurant, and Franchisor's representatives will visit the Restaurant periodically. Franchisor will assist Franchisee in coordinating the Restaurant's pre-opening activities, and as noted more particularly in Subsection 4.2 hereof, shall provide Franchisee with the services of certain of Franchisor's personnel to facilitate proper operation of the Restaurant when it opens for business.

5.2 Franchisee shall designate an employee who will supervise the Restaurant, and devote his or her full time, best efforts and constant personal attention to the day-to-day operation of the Restaurant (the "**General Manager**"). Franchisee also shall designate an employee who will supervise the Restaurant kitchen, and devote his or her full time, best efforts and constant personal attention to the day-to-day operation of the Restaurant kitchen (the "**Kitchen Manager**") and an appropriate number of Assistant Managers.

5.3 Franchisor reserves the right to require that, as a condition of his or her employment, the General Manager must successfully complete Franchisor's interview process and a psychological profile test in a manner which satisfies a uniform standard established by Franchisor. The test shall be administered by Franchisor, or by a testing agency designated by Franchisor, at Franchisee's expense.

5.4 Unless Franchisor shall have given its prior written approval, Franchisee shall keep the Restaurant open for business only during the hours which are specified by Franchisor in the Franchise Operations Manual or in such other materials or manuals provided or made available by Franchisor to Franchisee (collectively, the "**Manuals**"), provided that such hours do not conflict with state laws or local ordinances relating to the sale of alcoholic beverages or governing the hours during which restaurant establishments may be open for business. In addition, Franchisee expressly agrees to:

(a) operate the Restaurant in a clean, safe and orderly manner, providing courteous, first-class service to the public;

(b) diligently promote and make every reasonable effort to increase the business of the Restaurant;

(c) advertise the business of the Restaurant by the use of the Marks and such other insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or established from time to time by Franchisor and included in the Manuals, subject to the limitations of Subsections 8.4 and 8.5 hereof;

(d) prohibit and, to the best of Franchisee's ability, prevent the use of the Restaurant for any immoral or illegal purpose, or for any other purpose, business activity, use or function which is not expressly authorized hereunder or in the Manuals; and

(e) comply fully with all applicable laws and regulations, including, but not limited to, those relating to building construction, maintenance and safety, environmental, fire prevention, food safety, public access and the sale of alcoholic beverages.

5.5 Franchisee hereby acknowledges receipt and loan of a copy of the Manuals heretofore or hereinafter furnished to Franchisee, and agrees to faithfully, completely and continuously perform, fulfill, observe and follow all instructions, requirements, standards, specifications, systems and procedures contained therein, including: (a) those relating to the construction, design, decor, building and equipping of the Restaurant; (b) those relating to the selection, purchase, storage, preparation, packaging, service and sale of all products being sold at the Restaurant; (c) those relating to the maintenance and repair of Restaurant building, grounds, equipment, signs, interior and exterior decor items, fixtures and furnishings; and (d) those relating to employee uniforms and dress, accounting, bookkeeping, record retention, and other business systems, procedures and operations. The Manuals are incorporated herein by reference and hereby made part of this Agreement. Franchisee acknowledges and agrees that the materials contained in the Manuals are integral, necessary and material elements of the System.

5.6 Franchisee understands, acknowledges and agrees that strict conformity with the System, including the standards, specifications, systems, procedures, requirements and instructions contained in this Agreement and in the Manuals, is vitally important, not only to the success of Franchisor, but to the collective success of all of Franchisor's other franchisees, by reason of the benefits which Franchisor and all of its franchisees will derive from uniformity in products sold, identity, quality, appearance, facilities and service among all restaurant units which are part of the System. Without limiting the generality of the foregoing provisions, Franchisee agrees to adhere strictly to the requirements in the Manuals relating: (a) to the construction, design, decor, building and equipping of the Restaurant; (b) to the maximum permissible ratio of sales of alcoholic beverages to sales of food at the Restaurant; and (c) to the limitations on the number of video games or similar devices which may be placed on the Restaurant premises. Any failure to adhere to the standards, specifications, systems, requirements or instructions contained in this Agreement or in the Manuals shall constitute a material breach of this Agreement.

5.7 Franchisor shall have the right, at any time and from time to time, in the good faith exercise of its reasonable business judgment, consistent with the overall best interests of the System generally, having due regard for the financial burden which may be placed upon its franchisees, to revise, amend, delete from and add to the System and the material contained in the Manuals. Franchisee expressly agrees to comply with all such revisions, amendments, deletions and additions.

5.8 Franchisee shall offer for sale from the Restaurant, at all times when the Restaurant is open for business, only the products which are expressly designated in the Manuals, except, as noted more particularly in Subsection 4.3, to the extent that Franchisee has obtained Franchisor's prior written consent to a modification of that requirement. No product shall be offered or sold at or from the Restaurant under, or in connection with, any trademark or service mark other than Franchisor's designated Marks without Franchisor's prior written consent.

5.9 Franchisor shall have the right to establish or to designate a group purchasing program from time to time (which may include a purchasing or distribution cooperative), with respect to equipment, supplies, inventory and services used in or by the Restaurant. Promptly upon notice thereof from Franchisor, Franchisee shall execute a participation agreement in the form approved by Franchisor for the group purchasing program and participate therein. Franchisor may modify or discontinue the group purchasing program at any time upon 30 days' prior written notice to Franchisee.

5.10 Franchisee shall obtain all food and beverage products, equipment, signs, interior and exterior decor items, fixtures, furnishings, supplies, and other products and materials required for the operation of or sold at the Restaurant solely from suppliers (including manufacturers, distributors and other sources) who demonstrate, to Franchisor's continuing reasonable satisfaction, the ability to meet Franchisor's then-current standards and specifications for such items; who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; and who have been approved in writing by Franchisor and not thereafter disapproved. The Manuals contain a list of approved suppliers. If Franchisee desires to purchase any items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval, which approval shall not be unreasonably withheld, or shall request the supplier itself to do so. Franchisor shall have the right to inspect the supplier's facilities, and to require that samples from the supplier be delivered, at Franchisor's option, either to Franchisor or to an independent, certified laboratory designated by Franchisor for testing. Franchisee or the supplier shall pay the costs of any such test. Franchisor shall notify Franchisee in writing within 60 days of receiving any such request whether it disapproves the supplier. Failure by Franchisor to so notify Franchisee within that period shall be deemed to constitute Franchisor's approval of such supplier. Franchisor reserves the right, at its option, to reinspect the facilities and retest products of any such approved supplier at any time and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's criteria. Notwithstanding the foregoing, any supplier of goods which will bear any of the Marks shall not be approved to supply Franchisee such goods until such supplier has entered a written agreement with Franchisor or its affiliated companies regarding the production, use and sale of such goods.

5.11 No food or beverage product, interior or exterior decor item, sign, item of equipment, fixtures, furnishings or supplies, or other product or material required for the operation of the Restaurant, which bears any of the Marks, shall be used or sold in or upon the Restaurant premises unless the same shall have been first submitted to and approved in writing by Franchisor.

5.12 The Manuals and all related material furnished to Franchisee hereunder are and shall remain the property of Franchisor, and must be returned to Franchisor, along with any copies made thereof, immediately upon request or upon the expiration or earlier termination of this Agreement.

6. TRAINING

6.1 Franchisor shall make its operations training course available to the General Manager, the Kitchen Manager, and Franchisee's Assistant Managers and other Restaurant managers.

6.2 Before the Restaurant opens for business, and thereafter as replacement personnel are employed by Franchisee, the General Manager, the Kitchen Manager and each Assistant Manager shall attend Franchisor's operations training facility for such period of time as Franchisor shall deem reasonably necessary, and shall successfully complete that course to Franchisor's reasonable satisfaction. If the General Manager, Kitchen Manager or an Assistant Manager fails to successfully complete Franchisor's operations training course, Franchisor may require designation of a new General Manager, Kitchen Manager or Assistant Manager, as the case may be, and Franchisee shall designate a new General Manager, Kitchen Manager or Assistant Manager, who shall be required to successfully complete such training course.

6.3 The General Manager, the Kitchen Manager and each Assistant Manager shall, from time to time as reasonably required by Franchisor, attend and successfully complete to Franchisor's reasonable satisfaction a Franchisor-provided refresher course in restaurant operations.

6.4 Franchisee shall be responsible for the Restaurant's compliance with the operating standards, methods, techniques and material taught at Franchisor's operations training course, and shall cause the employees of the Restaurant to be trained in such standards, methods and techniques as are relevant to the performance of their respective duties.

6.5 Attendance of the General Manager, the Kitchen Manager and each Assistant Manager at any of Franchisor's training courses shall be tuition-free. Franchisee shall pay all other costs and expenses relating to the attendance of Franchisee's personnel at any of Franchisor's training courses, including, without limitation, the cost of travel, lodging, meals, and other related and incidental expenses.

7. RESTAURANT MAINTENANCE

7.1 Franchisee shall, at Franchisee's sole cost and expense, maintain the Restaurant in conformity with the standards, specifications and requirements of the System, as the same may be designated by Franchisor from time to time. Franchisee specifically agrees to repair or replace, at Franchisee's cost and expense, equipment, signs, interior and exterior decor items, fixtures, furnishings, supplies, and other products and materials required for the operation of the Restaurant as necessary or desirable, and to obtain, at Franchisee's cost and expense, any new or additional equipment, signs, interior and exterior decor items, fixtures, furnishings, supplies, and other products and materials which may be reasonably required by Franchisor for new products or procedures. Except as may be expressly provided in the Manuals, no alterations or improvements, or changes of any kind in design, equipment, signs, interior or exterior decor items, fixtures or furnishings shall be made in or about the Restaurant or Restaurant premises without the prior written approval of Franchisor in each instance.

7.2 In order to assure the continued success of the Restaurant, Franchisee must, at any time from time to time after the six-year anniversary of the date of this Agreement as reasonably required by Franchisor (taking into consideration the cost and then-remaining term of this Agreement), modernize the Restaurant premises, equipment, signs, interior and exterior decor items, fixtures, furnishings, supplies, and other products and materials required for the operation of the Restaurant, to Franchisor's then-current standards and specifications. Franchisee's obligations under this Subsection are in addition to, and shall not relieve Franchisee from, any of its other obligations under this Agreement, including those contained in the Manuals.

7.3 If Franchisee is or becomes a lessee of the Restaurant premises, Franchisee shall have included in the lease provisions expressly permitting both Franchisee and Franchisor to take all actions and make all alterations referred to under Subsections 7.1 and 7.2 hereof, requiring the lessor thereunder to give Franchisor reasonable notice of any contemplated termination, and providing that Franchisee has the unrestricted right to assign the lease to Franchisor, Franchisor's affiliates or approved franchisees of Franchisor without the lessor having any right to impose conditions on such assignment or to obtain any payment in connection therewith. Franchisee shall not, without the prior written consent of Franchisor, execute any lease or other agreement which imposes, or purports to impose, any limitations on the ability of Franchisee and/or of Franchisor or its affiliates to operate additional restaurants at any particular location beyond the geographic limitation set forth in Section 1.4 hereof, or any lease the term of which is shorter than the term of this Agreement. For purposes of clarification, Franchisor may require the lease to contain such other provisions as may be specified in Franchisor's then current lease approval policy or the terms and conditions of Franchisor's approval of the site for the Restaurant.

8. ADVERTISING

8.1 Franchisor shall develop and administer advertising, public relations and sales promotion programs designed to promote and enhance the collective success of all restaurant units in the System. It is expressly understood, acknowledged and agreed that in all phases of such advertising and promotion, including, without limitation, type, quantity, timing, placement and choice of media and medium, market areas, advertising agencies and public relations firms, Franchisor's decisions shall be final and binding. Franchisee shall have the right to participate actively in all such advertising, public relations and sales promotion programs, but only in full and complete accordance with such terms and conditions as may be established by Franchisor for each such program.

8.2 Franchisee shall pay the amounts described in this Section 8.2, in the manner described in Section 9 hereof.

(a) Franchisee shall pay to Franchisor a minimum dollar amount equal to 3.25% of Franchisee's gross sales, as defined in Subsection 9.3 hereof. Such funds shall become the sole and absolute property of Franchisor, to be allocated to a separate "**advertising account**" established by Franchisor (the "**Fund**"). Franchisor shall use such funds for market studies, advertising and marketing studies or services, production of commercials, advertising copy and layouts, traffic costs, agency fees, marketing personnel, or any other costs associated with the development, marketing and testing of advertising, and for the purchase of advertising time, space or materials in national, regional or other advertising media, in a manner determined by Franchisor in its sole discretion; provided, however, that all interest earned on such funds shall be Franchisor's or its affiliate's sole property. Within six months following the end of Franchisor's fiscal year, Franchisor shall provide all franchisees with an accounting of all amounts received from them and expended by Franchisor from the Fund for the matters set forth above.

(b) In addition, Franchisee shall expend a minimum dollar amount equal to 0.5% of Franchisee's gross sales, for local promotional activities, subject to the provisions of Subsections 8.3, 8.5 and 8.6 hereof. Franchisor shall have the right at all times to review Franchisee's books and records, and to require Franchisee to produce evidence of its gross sales and local promotional activities, to ensure Franchisee's compliance with this Section. Any amount determined by said audit to be due Franchisor as part of the advertising fee will be paid to Franchisor by Franchisee within 10 days thereafter.

(c) At any time after execution of this Agreement, Franchisor may in its sole discretion increase, to a maximum of 4% of gross sales, the percentage of gross sales which Franchisee shall be required to pay to Franchisor for allocation to the Fund pursuant to Subsection 8.2. Franchisor shall use the funds paid pursuant to that increased percentage requirement solely for the purchase of advertising time, space or materials in national, regional or other advertising media, in a manner determined by Franchisor in its sole discretion, provided that in each calendar year (or other 12-month period established by Franchisor) in which Franchisor makes expenditures for advertising from the Fund, so long as Franchisee is in compliance with its obligations hereunder, Franchisor's expenditures for advertising in the Territory encompassed by the Development Agreement (including expenditures for national or regional advertising in media which reach that Territory) shall be on a basis which is roughly proportional to Franchisee's contribution to the Fund during that calendar year or other 12-month period; provided that, Franchisor does not guarantee that the benefits of such advertising will be equal to or comparable to the benefits of advertising received by other Applebee's Neighborhood Grill & Bar franchisees.

(d) Franchisor also may increase the percentage of gross sales which Franchisee shall be required to spend for local promotional activities, provided however, that in no event shall Franchisee be required to make payments pursuant to Subsection 8.2 in an aggregate dollar amount in excess of 5% of gross sales. For purposes of clarification, Franchisor may also decrease the amounts required to be paid or expended by Franchisor pursuant to this Subsection 8.2.

8.3 Franchisor may designate any geographic area in which two or more Restaurants are located and owned by different parties as a region for purposes of establishing an advertising cooperative (a "**Cooperative**").

(a) If a Cooperative is established, the members of the Cooperative for that region will consist of all Restaurants whether operated by Franchisor, its affiliated companies, or franchisees. Franchisor will determine in advance how each Cooperative will be organized and governed and when it must start operation. Each Cooperative will be governed by a co-op advertising policy, which will be provided to all members of the Cooperative upon request. Once the Cooperative is established, members of the Cooperative may not dissolve, merge or change the structure of a Cooperative without the prior written consent of Franchisor. Each Cooperative will be organized for the exclusive purposes of administering advertising programs and developing, subject to Franchisor's approval, promotional materials for use by the members in Local Advertising. If a Cooperative has been established for a geographic area where the Restaurant is located when the Franchise Agreement is signed, or if any Cooperative is established during the term of the Franchise Agreement, Franchisee must sign all documents Franchisor requests and become a member of the Cooperative according to the terms of the documents. Franchisor will provide to Franchisee a copy of the Cooperative documents applicable to the geographic area in which the Restaurant will be located upon Franchisee's request.

(b) Franchisee must contribute to the Cooperative the amounts required by the documents governing the Cooperative, subject to the maximum contributions described in Section 8.2(b) above. Franchisee's payments to the Cooperative will apply toward satisfaction of Franchisee's Local Advertising requirement. Franchisee agrees to submit to Franchisor and the Cooperative any reports that Franchisor or the Cooperative requires. All contributions to the Cooperative will be maintained and administered according to the Cooperative governing documents. Franchisor retains the right to approve all expenditures made by the Cooperative. The Cooperative will be operated solely as a means for the collection and expenditure of the Cooperative fees for the purposes outlined above. No advertising or promotional plans or materials may be used by the Cooperative or furnished to its members without first obtaining Franchisor's approval.

8.4 Franchisee shall submit to Franchisor, for Franchisor's approval, an advertising campaign plan relating to the promotion of the opening of the Restaurant which is sufficient to meet the needs of the market. The Manuals contain a Press Release kit to assist Franchisee in this regard. Franchisee shall conduct the approved advertising campaign and make all expenditures for advertising to promote the opening of the Restaurant no later than 60 days after the Restaurant opens for business. Franchisor will reimburse 50% of Franchisee's out-of-pocket advertising expenditures up to a maximum of $2,500, if Franchisee meets the following criteria:

(a) Franchisee's opening advertising expenditures are made, and the approved advertising campaign has been conducted, within 60 days after the opening of the Restaurant;

(b) Franchisee submits to Franchisor within 120 days after the opening of the Restaurant documentation for the opening advertising expenditures, such as paid invoices from suppliers of goods or services evidencing expenditure on the opening advertising promotion; and

(c) Franchisee's opening advertising expenditures are made pursuant to the approved advertising campaign plan and in accordance with the Grand Opening Reimbursement Program Policy Guidelines set forth in the Manuals.

8.5 Nothing in the foregoing Subsections shall be deemed to prohibit Franchisee from making additional expenditures for local promotional activities. All of the Franchisee's local promotional activities shall utilize approved advertising media. "**Approved advertising media**" are limited to the following:

(a) Newspapers, magazines and other such periodicals;

(b) Radio and television;

(c) Outdoor advertising by signs displayed on billboards or buildings; and

(d) Handbills, flyers, door-hangers and direct mail.

In the event Franchisee wants to use a form of advertising medium not set forth above, Franchisee shall submit a description of such medium and advertising to Franchisor. Franchisor shall notify Franchisee whether it approves the use of such medium within 30 days of Franchisee's request. Failure by Franchisor to so notify Franchisee within that period shall be deemed to constitute Franchisor's approval of such request. Guidelines for local promotional activities are contained in the Manuals, including Franchisee's required participation in any co-operative marketing program.

8.6 All advertising copy and other materials employed by Franchisee in local promotional activities shall be in strict accordance and conformity with the standards, formats and specimens contained in the Manuals and shall receive the prior approval of Franchisor. In the event Franchisee wishes to deviate from the materials contained in the Manuals, Franchisee shall submit, in each instance, the proposed advertising copy and materials to Franchisor for approval in advance of publication. Franchisor shall notify Franchisee in writing, within 15 days of such submission, whether Franchisor disapproves such advertising copy and materials. Failure by Franchisor to so notify Franchisee within that period shall be deemed to constitute Franchisor's approval of such advertising copy and materials. In no event shall Franchisee's advertising contain any statement or material which may be considered: (a) in bad taste or offensive to the public or to any group of persons; (b) defamatory of any person or an attack on any competitor; (c) to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark or identification; or (d) inconsistent with the public image of Franchisor or of the System.

9. FEES

9.1 As partial consideration for the rights granted hereunder, Franchisee shall pay Franchisor:

(a) an initial franchise fee of ______________________ dollars ($__________), to be paid in the manner prescribed in Subsection 4.l of the Development Agreement as payment for the grant of the franchise;

(b) a monthly royalty fee as determined by Franchisor, not to exceed 5% of each calendar month's gross sales, as provided in Subsection 4.3 of the Development Agreement, as payment for Franchisee's continuing right to operate the Restaurant as part of the System (*see* **Exhibit 1**); and

(c) a monthly advertising fee equal to such percentage of each calendar month's gross sales as Franchisor may require pursuant to Subsection 8.2 hereof.

9.2 The fees referred to in Subsections 9.1(b) and (c) (the "**Fees**") shall be paid on or before the twelfth day of the next full month immediately following the month to which the Fees relate. Any Fees, including the initial franchise fee, which are not paid when due shall bear interest from and after the due dates thereof at the rate of 18% per annum or the highest rate permitted by applicable law, whichever is less.

9.3 (a) Except for the sale of a gift card (on which royalty shall be due and payable upon redemption of the gift card and as provided in Subsection 9.3(b) hereof, the term "**gross sales**," as used in this Agreement, shall mean 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). Gross sales shall not be reduced by any deductions for cash shortages incurred in connection with the transaction of business with customers, credit card company charges or theft which is reimbursed by insurance or is not reported to the appropriate police authorities. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be first made, irrespective of the time when Franchisee shall receive payment (whether full or partial) therefor.

(b) Gross sales shall not include: (i) the sale of merchandise for which cash has been refunded or, except as provided in the second sentence of Subsection 9.3(a), not received, or allowances made for merchandise, if the sales of any such returned or exchanged merchandise shall have been previously included in gross sales; (ii) the amount of any sales tax imposed by any federal, state, municipal or other governmental authority directly on sales and intended to be collected from customers, provided that the amount thereof is added to the selling price and actually paid by the Franchisee to such governmental authority; (iii) the sale of merchandise for which a gift card is redeemed, if the initial sale of the gift card shall have been previously included in gross sales; (iv) the sale of waste products of the Restaurant; (v) telephone, game and vending machine revenues; (vi) the sale of non-food items or beverages at a discount in connection with a promotional campaign; (vii) one-time sale of furniture, fixtures or equipment; and (viii) theft which is not covered by insurance and is reported to the appropriate police authorities. In addition, Franchisor may, from time to time, in writing, permit or allow certain other items to be excluded from gross sales. Any such permission or allowance may be revoked or withdrawn at Franchisor's discretion.

9.4 Franchisee agrees that, subject to the provisions of this Section 9.4, Franchisor or its designee may withdraw funds from Franchisee's designated bank account by electronic funds transfer ("EFT") in the amount of any royalties or other fees payable to Franchisor under this Agreement. Franchisor or its designee will make each EFT withdrawal of the royalty fees described in Section 9.1(b) and advertising fees described in Section 9.1(c) on the dates such payments are due. Franchisor or its designee may withdraw any other payments owed to Franchisor pursuant to, or in connection with, this Agreement if such payments become more than 10 days past due. Franchisee's designated bank account for EFT withdrawals shall at all times be maintained in the United States and such account shall permit EFT withdrawals by Franchisor or its designee without approval of, or involvement by, a government agency or authority. If Franchisee has not submitted a monthly Restaurant report as required by Section 10.2(a) hereof, Franchisor or its designee may make an EFT withdrawal for overdue royalty fees based on a good faith estimate of the Gross Sales for the applicable month. After the applicable monthly Restaurant report is submitted, Franchisor or its designee will make an appropriate credit to Franchisee for any overpayment or will invoice Franchisee for any underpayment, as applicable.

9.5 Franchisee will, upon execution of this Agreement, execute a document in the form of **Appendix D**, granting to Franchisor or its designee the authority to process EFTs from Franchisee's designated bank account. From time-to-time at Franchisor's request, Franchisee will execute any additional documents necessary to confirm or update this authority. Franchisee will be responsible for any EFT transfer fee or similar charge imposed by Franchisee's bank, and for any service charges incurred by Franchisor or its designee and/or imposed by Franchisee's bank should any EFT not be honored by Franchisee's bank for any reason. Throughout the term of this Agreement, Franchisee will maintain a minimum balance sufficient to satisfy all of Franchisee's obligations under this Agreement. It will be a material event of default of Franchisee if Franchisee closes the account without Franchisor's consent, or closes the account with Franchisor's consent, but fails to promptly establish another account and execute all documents necessary for Franchisor or its designee to process all payments by EFT from the new account.

10. RECORD KEEPING; ACCESS TO INFORMATION

10.1 Franchisee shall employ a point of sale system approved by Franchisor, without modification, in connection with the business of the Restaurant. Franchisee shall use such bookkeeping and record keeping forms as shall be prescribed in the Manuals.

10.2 Franchisee shall complete and submit to Franchisor, on a regular, continuous basis, each of the following reports, in the form specified in the Manuals:

(a) monthly Restaurant reports, on or before the 12th day of each calendar month following the month to which the report relates;

(b) annual Restaurant reports, on or before the 15th day of April of each year;

(c) weekly gross sales reports, on or before the Tuesday following the calendar week to which the report relates; and

(d) such additional reports as the Franchisor shall request.

10.3 The annual Restaurant reports referred to above shall include a balance sheet dated as of the end of Franchisee's fiscal year or calendar year and a profit and loss statement for such year, together with such additional financial information as Franchisor may reasonably request. Such balance sheet and profit and loss statement shall be prepared in accordance with generally accepted accounting principles, certified as correct and complete by Franchisee's chief executive officer, president, chief financial officer or controller and reported on and reviewed by an independent state-licensed certified public accountant. If Franchisee fails to provide Franchisor with such balance sheet and profit and loss statement, Franchisor shall have the right to have an independent audit made of Franchisee's books and records, and Franchisee shall promptly reimburse Franchisor for the cost thereof.

10.4 Each of the reports referred to in this Section 10 shall be completed by Franchisee or its accountant in the respective specimen forms, and in accordance with the instructions, contained in the Manuals. Subsection 10.3 notwithstanding, time is of the essence with respect to the completion and submission of each such report.

10.5 Franchisee shall install and maintain such equipment, make such arrangements and follow such procedures as Franchisor may require in the Manuals or otherwise in writing (including the establishment and maintenance of Internet, intranet or extranet access or such other means of electronic communication, as specified by Franchisor from time to time) to permit Franchisor to access, download, and retrieve electronically, by telecommunication or other designated method, any information stored in Franchisee's electronic cash registers or on Franchisee's computer systems, including information concerning the gross sales of the Restaurant, and to permit Franchisor to upload and for Franchisee to receive and download information from Franchisor with or without Franchisee's prior consent. Franchisee further agrees that Franchisor will have and be afforded access to such information at the times and in the manner that Franchisor may specify from time to time, including extracting information by electronic, digital or other means.

11. FRANCHISEE ORGANIZATION, AUTHORITY, FINANCIAL CONDITION AND SHAREHOLDERS

11.1 Franchisee and each Principal Shareholder represent and warrant that: (a) Franchisee is a corporation duly incorporated, validly existing and in good standing under the laws of the State of its incorporation; (b) Franchisee is duly qualified and is authorized to do business and is in good standing as a foreign corporation in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (c) the execution and delivery of this Agreement and the transaction contemplated hereby are within Franchisee's corporate power; (d) the execution and delivery of this Agreement has been duly authorized by the Franchisee; (e) the articles of incorporation and by-laws of Franchisee delivered to Franchisor are true, complete and correct, and there have been no changes therein since the date thereof; (f) the certified copies of the minutes electing the officers of Franchisee and authorizing the execution and delivery of this Agreement are true, correct and complete, and there have been no changes therein since the date(s) thereof; (g) the specimen stock certificate delivered to Franchisor is a true specimen of Franchisee's stock certificate; (h) the most recent balance sheet of Franchisee ("Balance Sheet") and the most recent balance sheets of its Principal Shareholders heretofore delivered to Franchisor, are true, complete and correct, and fairly present the financial positions of Franchisee and each Principal Shareholder, respectively, as of the dates thereof; (i) the Balance Sheet and each such balance sheet have been prepared in accordance with generally accepted accounting principles; and (j) there have been no materially adverse changes in the condition, assets or liabilities of Franchisee or Principal Shareholders since the date or dates thereof.

11.2 Franchisee and each Principal Shareholder covenant that during the term of this Agreement: (a) Franchisee shall do or cause to be done all things necessary to preserve and keep in full force its corporate existence and shall be in good standing as a foreign corporation in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (b) Franchisee shall have the corporate authority to carry out the terms of this Agreement; and (c) Franchisee shall print, in a conspicuous fashion on all certificates representing shares of its stock when issued, a legend referring to this Agreement and the restrictions on and obligations of Franchisee and Principal Shareholders hereunder, including the restrictions on transfer of Franchisee's shares.

11.3 In addition to the financial information which Franchisee is required to provide to Franchisor under Subsections 10.2 and 11.1 hereof, Franchisee and Principal Shareholders shall provide Franchisor with such other financial information as Franchisor may reasonably request from time to time, including, on an annual basis, copies of the then-most current financial statements of Franchisee and each Principal Shareholder, dated as of the end of the last preceding fiscal year of the Franchisee or Principal Shareholder, said statements to be delivered to Franchisor no later than April 15 of each year, which financial statements shall conform to the standards set forth in Subsection 11.1 hereof.

11.4 Franchisee and each Principal Shareholder represent, warrant and covenant that all Interests (as defined in Subsection 12.4 hereto) in Franchisee are owned as set forth on **Appendix A** hereto, that no Interest has been pledged or hypothecated (except in accordance with Section 12 of this Agreement), and that no change will be made in the ownership of any such Interest other than as permitted by this Agreement, or otherwise consented to in writing by Franchisor. Franchisee and Principal Shareholders agree to furnish Franchisor with such evidence as Franchisor may request, from time to time, for the purpose of assuring Franchisor that the Interests of Franchisee and Principal Shareholders remain as represented herein.

11.5 Each Principal Shareholder, jointly and severally, hereby personally and unconditionally guarantees each of Franchisee's financial obligations to Franchisor (including, but not limited to, all obligations relating to the payment of fees by Franchisee to Franchisor). Each Principal Shareholder agrees that Franchisor may resort to such Principal Shareholder (or any of them) for payment of any such financial obligation, whether or not Franchisor shall have proceeded against Franchisee, any other Principal

Shareholder or any other obligor primarily or secondarily obligated to Franchisor with respect to such financial obligation. Each Principal Shareholder hereby expressly waives presentment, demand, notice of dishonor, protest, and all other notices whatsoever with respect to Franchisor's enforcement of this guaranty. In addition, each Principal Shareholder agrees that if the performance or observance by Franchisee of any term or provision hereof is waived or the time of performance thereof extended by Franchisor, or payment of any such financial obligation is accelerated in accordance with any agreement between Franchisor and any party liable in respect thereto or extended or renewed, in whole or in part, all as Franchisor may determine, whether or not notice to or consent by any Principal Shareholder or any other party liable in respect to such financial obligations is given or obtained, such actions shall not affect or alter the guaranty of each Principal Shareholder described in this Subsection.

11.6 Franchisee and each Principal Shareholder represent and warrant to Franchisor that:

(a) Neither Franchisee nor any Principal Shareholder or any other person with a direct or indirect ownership interest in Franchisee is identified, either by name or an alias, pseudonym or nickname, on the list of "**Specially Designated Nationals and Blocked Persons**" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts available at www.treas.gov/offices/enforcement/ofac/). Further, Franchisee and its Principal Shareholders represent and warrant that neither has violated and agree that neither will violate any law (in effect now or which may become effective in the future) prohibiting corrupt business practices, money laundering or the aid or support of persons or entities who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act (text available at http://www.epic.org/privacy/terrorism/hr3162.html), U.S. Executive Order 13244 (text available at https://www.treasury.gov/resource-center/sanctions/Programs/Documents/terror.pdf, or similar law;

(b) Franchisee has not made, nor has any Principal Shareholder made, any expenditures other than for lawful purposes or directly or indirectly offered, gave, promised to give or authorized the payment or the gift of any money, or anything of value, to any person or entity, while knowing or having reason to know that all or a portion of such money or thing of value would be given or promised, directly or indirectly, to any government official, official of an international organization, officer or employee of a foreign government or anyone acting in an official capacity for a foreign government, for the purpose of: (1) influencing any action, inaction or decision of such official in a manner contrary to his or her position or creating an improper advantage; or (2) inducing such official to influence any government or instrumentality thereof to effect or influence any act or decision of such government or instrumentality.

(c) Franchisee nor any Principal Shareholder or any other person or entity who has any direct or indirect ownership interest is or will become directly or indirectly owned or controlled by governmental authorities of any country that is subject to a United States embargo; and

(d) Franchisee understands and its Principal Shareholders understand and have been advised by legal counsel on the requirements of the United States Foreign Corrupt Practices Act (currently located at https://www.justice.gov/criminal-fraud/foreign-corrupt-practices-act, any local foreign corrupt practices laws and the Patriot Act (currently located at www.epic.org/privacy/terrorism/hr3162.html, acknowledge the importance to Franchisor and the Restaurants and the parties' relationship of their respective compliance with the requirements of these laws, including any applicable auditing requirements and any requirement to report or provide access to information to Franchisor or any government, that is made part of any applicable law, and agree to take all steps required by their consultants, agents and employees to comply with such laws prior to engaging or employing any such individuals or entities.

12. TRANSFER

12.1 There shall be no Transfer of any Interest of Franchisee, or of a Principal Shareholder in Franchisee, in whole or in part (whether voluntarily or by operation of law), directly, indirectly or contingently, except in accordance with the provisions of this Section 12. "**Transfer**" and "**Interest**" are defined in Subsections 12.2, 12.3 and 12.4. Any proposed Transfer also shall be subject to the provisions of the Development Agreement, which are incorporated herein by reference.

12.2 Except as provided in Subsection 12.3, "**Transfer**" shall mean any assignment, sale, pledge, hypothecation, gift or any other event which would change ownership of or change or create a new Interest, including, but not limited to:

(a) any change in the ownership of or rights in or to any shares of stock or other equity interest in Franchisee which would result from the act of any shareholder of Franchisee ("**Shareholder**"), such as a sale, exchange, pledge or hypothecation of shares, or any interest in or rights to any of Franchisee's profits, revenues or assets, or any such change which would result by operation of law; and

(b) any change in the percentage interest owned by any Shareholder in the shares of stock of Franchisee, or interests in its profits, revenues or assets which would result from any act of Franchisee such as a sale, pledge or hypothecation of any Restaurant assets (other than a pledge of assets to secure bona fide loans made or credit extended in connection with acquisition of the assets pledged, provided that immediately before and after such transaction the net worth of Franchisee shall not be less than the amount which is reflected on the Balance Sheet referred to in Subsection 11.1 of this Agreement); any sale or issuance of any shares of Franchisee's stock; the retirement or redemption of any shares of Franchisee's stock; or any sale or grant to any person of any right to participate in or otherwise to share or become entitled to any part of Franchisee's profits, revenues, assets or equity.

12.3 "**Transfer**" shall not include: (a) a change in the ownership of or rights to any shares or other equity interest in Franchisee pursuant to a public offering of Franchisee's securities registered under the Securities Act of 1933, or (b) a change in the ownership of or rights to any securities or other equity interest in Franchisee pursuant to a private offering of Franchisee's securities exempted from registration under such Act, provided that Franchisee provides Franchisor with a copy of its prospectus and/or offering memorandum 10 days prior to its filing with the Securities and Exchange Commission or circulation to third parties so that Franchisor may comment and, if necessary, correct any information concerning Franchisor and/or the System, and further provided that after giving effect to such public or private offering, the Principal Shareholders, or any of them, "control" Franchisee. For purposes of this Section 12, "**control**" means either: (1) owning legal and equitable title to 51% or more of the outstanding voting securities of Franchisee, which are not subject to a proxy granted to or contract with any other person or party granting that party the right to vote part or all of such securities; or (2) having and continually exercising the contractual power presently to designate a majority of the directors of Franchisee.

12.4 "**Interest**" shall mean when referring to interests or rights in Franchisee, any shares of Franchisee's stock and any other equitable or legal right in or to any of Franchisee's stock, revenues, profits or assets; when referring to rights or assets of Franchisee, Franchisee's rights under and interest in this Agreement, the Restaurant and its revenues, profits and assets.

12.5 (a) The Interest of a Principal Shareholder may be transferred to such Principal Shareholder's spouse or children or to a person designated in such Principal Shareholder's will or trust (individually and collectively referred to as a "**Successor**"), upon such Principal Shareholder's death or permanent incapacity, without Franchisor's approval, provided that such Successor shall agree to be bound by the restrictions contained in this Section 12, and the other agreements and covenants of the Principal Shareholders contained in this Agreement;

(b) The Interest of a Principal Shareholder may not be transferred to another Principal Shareholder without Franchisor's approval, which approval shall not be unreasonably withheld; and

(c) The Interest of a Successor may only be transferred in accordance with Subsection 12.5(b), 12.6, 12.7 or 12.8, regardless of whether such Transfer is for consideration or by gift or will or other device.

12.6 If at any time any of the Principal Shareholders desires to dispose of all or substantially all of the Interests of the Principal Shareholder(s) in Franchisee, or any of the Principal Shareholders (or Franchisee) desires to dispose of all or substantially all of Franchisee's Interest in this Agreement or in the assets which Franchisee has acquired as a result of this Agreement, the Principal Shareholder(s) or Franchisee, as the case may be, shall notify Franchisor of that desire, in writing, 30 days before announcing that fact publicly or engaging the services of a broker or sales agent.

12.7 (a) If at any time any of the Principal Shareholders or Franchisee, as the case may be, obtains from a third-party or third parties a bona fide offer (the "**Offer**") in writing for the purchase of all or substantially all of the Interests of the Principal Shareholders in Franchisee, or of Franchisee's Interest in this Agreement or in the assets which Franchisee has acquired as a result of this Agreement, the Principal Shareholders or Franchisee shall give notice (the "**Selling Notice**") to Franchisor stating that the Principal Shareholders or Franchisee, as the case may be, have received the Offer, identifying the prospective purchaser by name and address, specifying the proposed purchase price and attaching a true and complete copy of the Offer, including all relevant materials required for approval by Franchisor;

(b) Franchisor shall have an option to purchase (the "**Option**"), exercisable within a period of 45 days after receipt of the Selling Notice (the "**Option Period**"), such Interests at the price and on the conditions set forth in the Offer, except that Franchisor shall not be obligated to pay any finder's or broker's fee, and if the Offer provides for payment of consideration other than cash, or if the Offer involves certain intangible benefits, Franchisor may elect to purchase such Interests by offering a reasonable dollar value substitute for the non-cash/intangible benefits part of the Offer. Notwithstanding the foregoing, if Franchisor exercises the Option, Franchisor: (a) will be entitled to receive representations and warranties from Franchisee and the Principal Shareholders, jointly and severally, that are customarily received by purchasers in similar transactions; and (b) will be permitted to not close if it is not satisfied with the results of its business, legal and financial due diligence;

(c) The Option shall be exercisable by Franchisor delivering to the Principal Shareholders or Franchisee, as the case may be, within the Option Period, a notice: (i) stating that the Option is being exercised; and (ii) specifying the time, date and place at which such purchase and sale will take place, which date shall be within 45 days after Franchisor delivers such notice. Franchisee shall provide Franchisor access to and copies of such information and documentation Franchisor shall request regarding the purchase prior to the start of the Option Period. The 45-day limitation for purposes of determining the sale date shall not apply if at the end of said 45-day period the only issue which prevents completion of the purchase and sale is the need to effect transfers of the applicable liquor licenses. In the event of such a delay, the purchase and sale shall take place within 10 days after those liquor licenses have been transferred;

(d) If the Option is not exercised, the Principal Shareholders or Franchisee, as the case may be, may sell the Interests in or of Franchisee to the third-party which made the Offer, on conditions no more favorable to the third-party offerer than those set forth in the Offer, provided that Franchisor approves the proposed transferee in accordance with the criteria set forth in Appendix B and provided further that such sale takes place within 90 days after the expiration of the Option Period. The 90-day limitation described in the preceding sentence shall not apply if at the end of said 90-day period the issue which prevents completion of the purchase and sale is either the need to effect transfers of the applicable liquor licenses or consent or approval of the transaction by a state or federal regulatory agency. In the event of such a delay, the purchase and sale shall take place within 10 days after those issues have been resolved or waived by Franchisor;

(e) If the Option is not exercised, the Principal Shareholders or Franchisee, as the case may be, shall immediately notify Franchisor in writing of any change in the terms of an Offer. Any change in the terms of an Offer shall cause it to be deemed a new Offer, conferring upon Franchisor a new Option pursuant to this Subsection 12.7; the Option Period with respect to the new Option shall be deemed to commence on the day on which Franchisor receives written notice of a change in the terms of the original Offer. Provided however, in such an instance, Franchisor shall provide Franchisee its response within 15 days after Franchisor's receipt of all the modified terms, unless such changes are deemed material by Franchisor and in such an event, Franchisor shall have a 45-day period within which to review said changes;

12.8 (a) Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that Franchisor has entered into this Agreement in reliance on the business skill and financial capability of Franchisee, and the business skill, financial capability and personal character of each Principal Shareholder. Except as otherwise provided in this Section 12, the Principal Shareholders shall at all times retain control of Franchisee. Except as otherwise provided in this Section 12, no Transfer of any part of Franchisee's Interest in this Agreement or in the Restaurant, and no Transfer of any Interest of any Principal Shareholder, shall be completed except in accordance with this Subsection 12.8. In the event of such a proposed Transfer of any part of Franchisee's Interest in this Agreement or in the Restaurant, or of any Interest of any Principal Shareholder, the party or parties desiring to effect such Transfer shall give Franchisor notice in writing of the proposed Transfer, which notice shall set forth the name and address of the proposed transferee, its financial condition, including a copy of its financial statement dated not more than 90 days prior to the date of said notice, and all the terms and conditions of the proposed Transfer. Upon receiving such notice, Franchisor may: (i) approve the Transfer; or (ii) withhold its consent to the Transfer. Franchisor shall, within 45 days of receiving such notice and all of the information requested by Franchisor regarding the proposed Transfer and the parties thereto, advise the party or parties desiring to effect the Transfer whether it: (1) approves the Transfer; or (2) withholds its consent to the Transfer, giving the reasons for such disapproval. Failure of Franchisor to so advise said party or parties within that 45-day period shall be deemed to be an approval of the proposed Transfer. **Appendix B** sets forth the criteria for obtaining Franchisor's consent to a proposed Transfer; and

(b) In the event that Franchisor approves the Transfer and the Transfer is not completed within 90 days of the later of: (i) expiration of the 45-day notice period; or (ii) delivery of notice of Franchisor's approval of the proposed Transfer, Franchisor's approval of the proposed Transfer shall automatically be revoked. The 90-day limitation described in the preceding sentence shall not apply if at the end of said 90-day period the only issue which prevents completion of the Transfer is the need to effect transfers of the applicable liquor licenses. In the event of such a delay, the Transfer shall take place within 10 days after those liquor licenses have been transferred. Any subsequent proposal to complete the proposed Transfer shall be subject to Franchisor's right of approval as provided herein. The party which desires to effect the proposed Transfer shall immediately notify Franchisor in writing of any change in the terms of a Transfer. Any change in the terms of a Transfer prior to closing shall cause it to be deemed a new Transfer, revoking any approval previously given by Franchisor and conferring upon Franchisor a new right to approve such Transfer, which shall be deemed to commence on the day on which Franchisor receives written notice of such changes in terms.

12.9 In connection with any request for Franchisor's approval of a proposed Transfer pursuant to this Section 12, the parties to the proposed Transfer shall pay Franchisor a non-accountable fee to defray the actual cost of review and the administrative and professional expenses related to the proposed Transfer and the preparation and execution of documents and agreements of $2,500. For purposes of clarification, the transfer fee reflected in the preceding sentence relates to this Agreement only and does not limit the ability of Franchisor to charge fees in connection with other franchise agreements involved in the Transfer.

13. CONFIDENTIALITY; RESTRICTIONS

13.1 Franchisee and its Principal Shareholders acknowledge that over the term of this Agreement they are to receive proprietary information which Franchisor or its affiliates have acquired or developed over time at great expense, including, but not limited to, information regarding the System, methods of site selection, marketing and public relations methods, product analysis and selection, and service methods and skills relating to the development and operation of restaurants. They further acknowledge that this information, which includes, but is not necessarily limited to, that contained in the Manuals, is not generally known in the industry and is beyond their own present skills and experience, and that to develop it themselves would be expensive, time consuming and difficult. Franchisee and its Principal Shareholders further acknowledge that such information provides a competitive advantage and will be valuable to them in the development of their business, and that gaining access to it is therefore a primary reason why they are entering into this Agreement. Accordingly, Franchisee and its Principal Shareholders agree that such information, as described above, which may or may not be "**trade secrets**" under prevailing judicial interpretations or statutes, is private and valuable, and constitutes trade secrets belonging to Franchisor or its affiliates. Accordingly, in consideration of Franchisor's confidential disclosure to them of these trade secrets, Franchisee and Principal Shareholders agree as follows (subject to the provisions of the Development Agreement and any other franchise agreement between Franchisor and Franchisee):

(a) During the term of this Agreement, neither Franchisee nor any Principal Shareholder, for so long as such Principal Shareholder owns an Interest in Franchisee, may, without the prior written consent of Franchisor, directly or indirectly engage in, or acquire any financial or beneficial interest (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures) in, advise, help, guarantee loans or make loans to, any restaurant business whose menu or method of operation is similar to that employed by restaurant units within the System which is either: (i) located in the Territory, as defined in the Development Agreement; (ii) located in the Area of Dominant Influence (as defined and established from time to time by Arbitron Ratings Company) of any restaurant developed pursuant to the Development Agreement; (iii) located within a five-mile radius of any restaurant unit within the System; or (iv) determined by Franchisor, exercising reasonable good faith judgment, to be a direct competitor of the System;

(b) Neither Franchisee, for two years following the termination of this Agreement, nor any Principal Shareholder, for two years following the termination of all of his or her Interest in Franchisee or the termination of this Agreement, whichever occurs first, may directly or indirectly engage in, or acquire any financial or beneficial interest (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures) in, advise, help, guarantee loans or make loans to, any restaurant business whose menu or method of operation is similar to that employed by restaurant units within the System which is located either: (i) in the Territory, as defined in the Development Agreement; (ii) in the Area of Dominant Influence (as defined and established from time to time by Arbitron Ratings Company) of any restaurant developed pursuant to the Development Agreement; (iii) within a five-mile radius of any restaurant unit within the System; or (iv) within any area for which an active, currently binding development agreement has been granted by Franchisor to another franchisee as of the date of the termination; and

(c) Neither Franchisee nor any Shareholder shall at any time: (i) appropriate or use the trade secrets incorporated in the System, or any portion thereof, in any restaurant business which is not within the System; (ii) disclose or reveal any portion of the System to any person, other than to Franchisee's Restaurant employees as an incident of their training; (iii) acquire any right to use any name, mark or other intellectual property right which is or may be granted by this Agreement, except in connection with the operation of the Restaurant; or (iv) communicate, divulge or use for the benefit of any other person or entity any confidential information, knowledge or know-how of Franchisor or its affiliates concerning the methods of development or operation of a restaurant utilizing the System.

13.2 Franchisee and Principal Shareholders agree that the provisions of this Section 13 are and have been a primary inducement to Franchisor to enter into this Agreement, and that in the event of breach thereof Franchisor would be irreparably injured and would be without adequate remedy at law. Therefore, in the event of a breach, or a threatened or attempted breach, of any of such provisions Franchisor shall be entitled, in addition to any other remedies which it may have hereunder or at law or in equity (including the right to terminate this Agreement), to a preliminary and/or permanent injunction and a decree for specific performance of the terms hereof without the necessity of showing actual or threatened damage, and without being required to furnish a bond or other security.

13.3 The restrictions contained in Subsection 13.1(a) and (b) above shall not apply to ownership of less than 2% of the shares of a company whose shares are listed and traded on a national securities exchange if such shares are owned for investment only, and are not owned by an officer, director, employee, or consultant of such publicly traded company.

13.4 If any court or other tribunal having jurisdiction to determine the validity or enforceability of this Section 13 determines that it would be invalid or unenforceable as written, then the provisions hereof shall be deemed to be modified or limited to such extent or in such manner as necessary for such provisions to be valid and enforceable to the greatest extent possible.

13.5 Franchisee shall require the General Manager, the Kitchen Manager and each of its Restaurant managers to execute a confidentiality agreement in the form attached hereto as **Appendix C**. Franchisee shall be responsible for compliance of its employees with the agreements identified in this Subsection.

14. INSPECTIONS

14.1 Franchisor shall have the right at any time, and from time to time, to have its representatives enter the Restaurant premises without notice for the purpose of inspecting the condition thereof and the operation of the Restaurant in order to determine whether Franchisee is in compliance with the standards, specifications, requirements and instructions contained in this Agreement and in the Manuals, and for any other reasonable purpose connected with the operation of the Restaurant.

14.2 Without limiting the generality of Subsection 14.1, a representative of Franchisor shall be present in the Restaurant to consult with Franchisee or its General Manager from time to time and, at least semi-annually, a representative shall conduct an inspection/consultation at the Restaurant (which may be conducted with or without notice). During such inspection, Franchisor's representative will inspect the condition of the Restaurant and observe procedures and operations at the Restaurant. Also during the inspection/consultation, Franchisor's representative will meet with the General Manager and such other Restaurant employees as Franchisor's representative may designate, for the purpose of evaluating the condition and operation of the Restaurant and seeking to maintain or achieve compliance with the standards, specifications, requirements and instructions contained in this Agreement and in the Manuals.

14.3 Without limiting the generality of Subsection 14.1, Franchisor's representatives shall have the right at all times during normal business hours to confer with Restaurant employees and customers, and to inspect Franchisee's books, records and tax returns, or such portions thereof as pertain to the operation of the Restaurant. All such books, records and tax returns shall be kept and maintained at the principal executive offices of Franchisee or such other place as may be agreed upon by the parties in writing. If any inspection reveals that the gross sales reported in any report or statement are less than the actual gross sales ascertained by such inspection, then the Franchisee shall immediately pay Franchisor the additional amount of fees owing by reason of the understatement of gross sales previously reported, together with interest as provided in Subsection 9.2. In the event that any report or statement understates gross sales by more than 3%

of the actual gross sales ascertained by Franchisor's inspection, Franchisee shall, in addition to making the payment provided for in the immediately preceding sentence, pay and reimburse Franchisor for any and all expenses incurred in connection with its inspection, including, but not limited to, reasonable accounting and legal fees. Such payments shall be without prejudice to any other rights or remedies which Franchisor may have under this Agreement or otherwise. If any inspection reveals that the gross sales reported in any report or statement are greater than the actual gross sales ascertained by such inspection, and that Franchisee thereby has made an overpayment of fees, the amount of the overpayment (without interest) shall be offset against future fees owing by Franchisee to Franchisor.

14.4 Franchisee shall maintain an accurate stock register. In the event that the beneficial ownership of Franchisee's stock differs in any respect from record ownership, Franchisee also shall maintain a list of the names, addresses and interests of all beneficial owners of its stock. Franchisee shall produce its stock register, and any list of beneficial owners certified by the corporation's secretary to be correct, at its principal executive offices upon 10 days' prior written request by Franchisor. Franchisor's representatives shall have the right to examine the stock register and any list of beneficial owners, and to reproduce all or any part thereof. Further, upon 10 days' written notice, Franchisor may request a copy of the list of stockholders and owners of beneficial interests to be forwarded to it at Franchisor's principal office.

15. RELATIONSHIP OF PARTIES AND INDEMNIFICATION

15.1 Franchisee is not, and shall not represent or hold itself out as, an agent, legal representative, joint venturer, partner, employee or servant of Franchisor for any purpose whatsoever and, where permitted by law to do so, shall file a business certificate to such effect with the proper recording authorities. Franchisee is an independent contractor and is not authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on behalf of Franchisor. Franchisee agrees that Franchisor does not have any fiduciary obligation to Franchisee. Franchisee shall not use the name Applebee's Neighborhood Grill & Bar (other than in connection with the operation of the Restaurant), or Applebee's, or any similar words as part of or in association with any trade name of any business entity which is, directly or indirectly, associated with Franchisee.

15.2 Franchisee shall indemnify and hold harmless Franchisor and its officers, directors, employees, agents, affiliates, successors and assigns from and against: (a) any and all claims based upon, arising out of, or in any way related to the operation or condition of any part of the Restaurant or Restaurant premises, the conduct of business thereat, the ownership or possession of real or personal property, and any negligent act, misfeasance or nonfeasance by Franchisee or any of its agents, contractors, servants, employees or licensees (including, without limitation, the performance by Franchisee of any act required by, or performed pursuant to, any provision of this Agreement); and (b) any and all fees (including reasonable attorneys' fees), costs and other expenses incurred by or on behalf of Franchisor in the investigation of or defense against any and all such claims. Without limiting the generality of the foregoing, Franchisee will satisfy the obligations set forth in this paragraph without regard to any acts or omissions, real or alleged, of Franchisor or its officers, directors, employees, agents, affiliates, successors and assigns.

15.3 In addition to, and not in limitation of, any subsection hereof, Franchisee specifically covenants, represents and warrants that Franchisee is in compliance in all material respects with all federal, state, municipal and local laws governing the generation, use or disposal of hazardous waste or hazardous materials, and any and all other laws designed to protect the environment and that:

(a) There have been no past, and there are no current or anticipated, releases or substantial threats of a release of a hazardous substance, pollutant or contaminant from or onto the Restaurant or real property upon which the Restaurant is located and referred to in this Agreement ("**Premises**") which is or may be subject to regulation under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, *et seq.*) or other laws designed to protect the environment;

(b) The Premises have not previously been used, are not now being used and are not contemplated to be used for the treatment, collection, storage or disposal of any refuse or objectionable waste so as to require a permit or approval from the Environmental Protection Agency pursuant to the Hazardous and Solid Waste Amendments of 1984 (96 Stat. 3221) or any other federal, state, county or municipal agency charged with the responsibility of protecting the environment;

(c) The Premises have not previously been used, are not now being used, and are not contemplated to be used, for the generation, transportation, treatment, storage or disposal of any hazardous waste;

(d) No portion of the Premises are located on or over a "**sanitary landfill**" or an "**open dump**" within the meaning of the Resource Conservation and Recovery Act (42 U.S.C. 6941 *et seq.*), as amended by the Hazardous and Solid Waste Amendments of 1984 (96 Stat. 3221);

(e) No asbestos fibers or materials or polychlorinated biphenyls (**PCB's**) are on or in the Premises;

(f) There have not been, nor are there presently pending, any federal or state enforcement actions against the Premises, nor is the Franchisee or its Landlord, if any, subject to any outstanding administrative orders which require ongoing compliance efforts in connection with compliance with laws designed to protect the environment;

(g) The Franchisee has not entered into any consent decrees or administrative consent orders with any agency charged with the responsibility of protecting the environment;

(h) There have not been any notices of violation sent to the Franchisee under the Citizens Suit Provisions of any statute;

(i) The Franchisee has not received any request for information, notice or demand letters for administrative inquiries from any governmental entity with regard to its environmental practices;

(j) The Franchisee has maintained all required records under each and every applicable environmental statute and is in full compliance with all environmental permits issued to it by any governmental or regulatory agency;

(k) The Franchisee maintains all insurance policies as may be required by any applicable law governing the environment;

(l) The Franchisee has no reason to believe that any operation of equipment on or at the Premises may be the cause of a future spill or release of a pollutant;

(m) The Franchisee has not in the past, nor is it presently, generating, transporting or disposing of a hazardous substance as defined by Section 9601(12) of CERCLA; and

(n) The Franchisor shall have the right, at Franchisee's expense, to require an environmental audit of the Premises from a company or companies satisfactory to Franchisor.

16. INSURANCE

16.1 Franchisee shall procure before the commencement of Restaurant operations, and shall maintain in full force and effect during the entire term of this Agreement, at its sole cost and expense, an insurance policy or policies protecting Franchisee and Franchisor and their respective officers, directors and employees against any and all claims, loss, liability or expense whatsoever, arising out of or in connection with the condition, operation, use or occupancy of the Restaurant or Restaurant Premises. Franchisee shall procure workers' compensation coverage for each of its employees no later than the first date of such employee's employment. Franchisee shall also insure the Restaurant building and other improvements, equipment, signs, interior and exterior decor items, furnishings and fixtures, and any additions thereto, in accordance with standard fire and extended coverage insurance policies then in effect for similar businesses. Franchisor and Franchisor's parent, designated subsidiaries and affiliates, and respective officers, directors, members, managers, employees, agent, successors and assigns, as may be specified by Franchisor from time to time shall be named as an additional insured in all such policies, workers' compensation excepted, and the certificate or certificates of insurance shall state that the policy or policies shall not be subject to cancellation or alteration without at least 30 days prior written notice to Franchisor. Such policy or policies shall be written by an insurance company(ies) rated at least A-VII by AM Best or company(ies) satisfactory to Franchisor, and shall be in such form and contain such limits of liability and other required insurance as shall be satisfactory to Franchisor from time to time. In any event, such policy or policies shall include at least the following for the year 2017:

KIND OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Workers' Compensation	Statutory
Employer's Liability	\$500,000 bodily injury by accident \$500,000 bodily injury by disease
Commercial General Liability, including Product Liability, Injury and Liquor Liability	\$1,000,000 each person, \$1,000,000 each incident \$2,000,000 aggregate
Fire and Extended Coverage including (a) Business Interruption	Full replacement value Policy limits per occurrence, except service interruption;
and (b) Service Interruption	24 hour waiting period; \$250,000 limit
Umbrella Liability Insurance Following Form of the Primary Liability	\$30,000,000

Franchisee shall provide certificates of such insurance to Franchisor prior to the opening of the Restaurant and at the time of each policy renewal. Upon request, Franchisee shall provide copies of each insurance policy to Franchisor. The insurance afforded by the policy or policies respecting Commercial General Liability shall not be limited in any way by reason of any insurance which may be maintained by Franchisor or its affiliates. The insurance provisions of this Agreement may be supplemented from time to time through written notice by Franchisor.

16.2 Within 60 days after the execution of this Agreement, but in no event later than the day before the Restaurant opens for business, Franchisee shall submit to Franchisor for approval certificates of insurance showing compliance with the requirements of Subsection 16.1. Notwithstanding the foregoing, Franchisee shall submit to Franchisor for approval certificates of insurance showing compliance with the worker's compensation requirements set forth in Subsection 16.1 prior to the training of any Franchisee employee at a Restaurant operated by Franchisor. Maintenance of such insurance and the performance by Franchisee of its obligations under this Section 16 shall not relieve Franchisee of liability under the indemnity provisions of this Agreement, and shall not limit such liability.

16.3 Should Franchisee, for any reason, fail to procure or maintain the insurance coverage required by this Section, then Franchisor shall have the right and authority but not the obligation to immediately procure such insurance coverage and to charge the cost thereof to Franchisee, which amounts shall be paid immediately upon notice and shall be subject to charges for late payments in the manner set forth in Subsection 9.2.

16.4 No later than 30 days following Franchisee's receipt of same, Franchisee shall submit to Franchisor a copy of any written report relating to the condition of the Restaurant premises, or any aspect thereof, prepared by an insurer or prospective insurer or by a representative of a federal, state or local government agency, provided that if any such report contains comments or information which could materially and detrimentally affect the Restaurant, such report shall be submitted to Franchisor within three days following Franchisee's receipt thereof.

17. DEBTS AND TAXES

Franchisee shall pay or cause to be paid promptly when due all obligations incurred, directly or indirectly, in connection with the Restaurant and its operation, including, without limitation: (a) all taxes and assessments that may be assessed against the Restaurant land, building and other improvements, equipment, fixtures, signs, furnishings, and other property; (b) all debts or other sums secured by liens and encumbrances of every kind and character created or placed upon or against any of said property; and (c) all accounts and other indebtedness of every kind and character incurred by or on behalf of Franchisee in the conduct of the Restaurant business. Notwithstanding the foregoing, Franchisee will not be in default of this Agreement as a result of a non-payment or non-performance of the foregoing so long as it disputes said debt or lien and is, in the sole opinion of Franchisor, validly and in good faith pursuing a resolution of said claim or lien and has reserved sufficient sums to pay the debt/claim as is agreed to by Franchisor.

18. TRADE NAMES, SERVICE MARKS AND TRADEMARKS

18.1 Franchisee acknowledges the sole and exclusive right of Franchisor and its affiliates (except for rights granted under existing and future franchise agreements) to use the Marks in connection with the products and services to which they are or may be applied by Franchisor or its affiliates, and represents, warrants and agrees that Franchisee shall not, either during the term of this Agreement, or after the expiration or other termination hereof, directly or indirectly, contest or aid in contesting the validity, ownership or use thereof by Franchisor or its affiliates, or take any action whatsoever in derogation of the rights claimed herein by Franchisor or its affiliates.

18.2 The right granted to Franchisee under this Agreement to use the Marks is nonexclusive, and Franchisor and its affiliates, in its or their sole discretion, subject only to the limitations contained in Subsection 1.4 of this Agreement, have the right to grant other rights in, to and under those names and marks in addition to those rights already granted, and to develop and grant rights in other names and marks on any such terms and conditions as Franchisor or its affiliates deem appropriate. The rights granted under this Agreement do not include any right or authority of any kind whatsoever to pre-package or sell pre-packaged food products, under any of the Marks, or any menu items approved for sale at the Restaurant, whether at the Restaurant, on the Internet, or at any other location, including grocery stores.

18.3 Franchisee understands and acknowledges and agrees that Franchisor has the unrestricted right, subject only to the limitations contained in Subsection 1.4 of this Agreement, to engage, directly and indirectly, through its employees, representatives, licenses, assigns, agents, affiliates, subsidiaries and others, at wholesale, retail, and otherwise, in: (a) the production, distribution and sale of products under the Marks or other names or marks; (b) the use, in connection with such production, distribution and sale, of any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used, from time to time, by Franchisor or its affiliated companies with respect to the System or otherwise; and (c) the production, distribution and sale of products through another restaurant or restaurants which do not utilize the System or the Applebee's Neighborhood Grill & Bar service mark and which otherwise compete or might compete with the Restaurant. Further, Franchisee agrees that ownership of any trademarks, service marks or other insignia, symbols, designs or slogans used in development and promotion of any products or menu items, including any general promotion or concept not tied to a specific product, and all recipes and copyrighted material, whether such development was instituted at the request or suggestion of Franchisee or Franchisor, and whether such development was done in collaboration with Franchisor or done independently by Franchisee, shall, as between Franchisor and Franchisee, be the sole and exclusive property of Franchisor. Any goodwill engendered by the trademarks, service marks, insignia, symbols, designs or slogans used shall inure to the benefit of Franchisor and its affiliated companies whose ownership shall be sole and exclusive.

18.4 Nothing contained in this Agreement shall be construed to vest in Franchisee any right, title or interest in or to any of Franchisor's names or the Marks, the goodwill now or hereafter associated therewith, or any right in the design of any restaurant building or premises, or the decor or trade-dress of the Restaurant, other than the rights and license expressly granted herein for the term hereof. Any and all goodwill associated with or identified by any of Franchisor's names or the Marks shall inure directly and exclusively to the benefit of Franchisor and its affiliates, including, without limitation, any goodwill resulting from operation and promotion of the Restaurant, provided that this Subsection shall not be construed to entitle Franchisor to receive any portion of the consideration paid to Franchisee and/or any Principal Shareholder as a result of a Transfer of an Interest pursuant to Section 12 hereof.

18.5 Franchisee shall adopt and use each of the Marks only in a manner expressly approved by Franchisor, and shall not use any of the Marks in connection with any statement or material which may, in the judgment of Franchisor, be in bad taste or inconsistent with Franchisor's public image, or tend to bring disparagement, ridicule or scorn upon Franchisor, any of the Marks, or the goodwill associated therewith. Franchisee shall not adopt, use or register as its corporate name (by filing a certificate or articles of incorporation or otherwise) any trade or business name, style or design which includes, or is similar to, any of Marks, logos, insignia, slogans, emblems, symbols, designs or other identifying characteristics. Franchisee has no right, license or authority to use any of the Marks on or in connection with the Internet, except as stated in and permitted by this Section 18.5. Without limiting the foregoing, Franchisee shall not use any of the Marks in any Internet domain name or URL or use any Internet domain name or URL that may be confusingly similar to one or more of the Marks. Franchisee shall not display or use any of the Marks or other of Franchisor's intellectual property in connection with, or associate the System with (through a link or otherwise) any web site advertising, address, or listing on the World Wide Web or any other portion of the Internet without Franchisor's prior written consent. Franchisee shall submit for Franchisor's approval any Internet domain name, URL or Internet e-mail address Franchisee intends to use in connection with the Restaurant.

18.6 Franchisor shall have the right, at any time and from time to time, upon notice to Franchisee, to make additions to, deletions from and changes in any of the Marks, or all of them, all of which additions, deletions and changes shall be made in good faith, on a reasonable basis and with a view toward the overall best interests of the System.

18.7 Franchisee agrees to notify Franchisor promptly in writing of any suit or claim for infringement relating to the marks. Subject to the terms and conditions of this Subsection 18.7, Franchisor and its affiliates shall have the sole right to defend or settle any such suit or claim of infringement at Franchisor's or its affiliates' expense. Franchisee, at Franchisee's expense, shall have the right to be represented by counsel. Franchisor or its affiliates shall, however, retain control of any negotiations with respect to such claim or of any litigation involving such suit. Franchisee agrees to cooperate with Franchisor and its affiliates and to assist Franchisor and its affiliates' whenever reasonably requested by them, at Franchisor's and its affiliates' expense, in the defense of any such infringement suit or claim.

18.8 Franchisor represents that it is the sole owner of the service mark Applebee's Neighborhood Grill & Bar.

19. EXPIRATION AND TERMINATION; OPTION TO PURCHASE RESTAURANT; ATTORNEYS' FEES

19.1 Franchisor shall have the right to terminate this Agreement immediately upon written notice to Franchisee stating the reason for such termination:

(a) in the event of any breach or default of any of the provisions of Subsection 9.1, Sections 12 or 13, Subsection 14.1 or Section 23;

(b) if a petition in bankruptcy, an arrangement for the benefit of creditors, or a petition for reorganization is filed by Franchisee, or is filed against Franchisee and not dismissed within 90 days from the filing thereof, or if Franchisee shall make any assignment for the benefit of creditors, or if a receiver or trustee is appointed for Franchisee and is not dismissed within 90 days of such appointment;

(c) if Franchisee ceases to operate the Restaurant without the prior written consent of Franchisor or loses its right to possession of the Restaurant premises; provided however, this provision will not apply if Franchisee ceases to operate the Restaurant or loses its right to possession of the Restaurant premises by reason of Force Majeure and Franchisee complies with the requirements of Section 24 of this Agreement;

(d) if Franchisor discovers that Franchisee has made any material misrepresentation or omitted any material fact in the information which was furnished to Franchisor in connection with this Agreement;

(e) if any part of this Agreement relating to the payment of fees to Franchisor, or the preservation of any of the Marks, trade secrets or secret formulae licensed or disclosed hereunder is, for any reason, declared invalid or unenforceable; or

(f) if Franchisee or any Principal Shareholder is convicted of or pleads nolo contendere to a felony or any crime involving moral turpitude.

If Franchisee defaults in the performance or observance of any of its other obligations hereunder, and such default continues for a period of 60 days after written notice to Franchisee specifying such default, Franchisor shall have the right to terminate this Agreement upon 30 days' written notice to Franchisee. If Franchisee defaults in the performance or observance of the same obligation two or more times within a 12-month period, Franchisor shall have the right to terminate this Agreement immediately upon commission of the second act of default, upon 30 days' written notice to Franchisee stating the reason for such termination, without allowance for any curative period.

The foregoing provisions of this Subsection 19.1 are subject to the provisions of any local statutes or regulations which limit the grounds upon which Franchisor may terminate this Agreement, or which require that Franchisor give Franchisee additional prior written notice of termination and opportunity to cure any default.

19.2 Upon the termination of this Agreement by Franchisor, Franchisee may not remove any property from the Restaurant premises for 30 days after the termination. Upon the expiration or earlier termination of this Agreement for any reason:

(a) Franchisee shall immediately discontinue its use of the System and its use of the Marks and other identifying characteristics;

(b) if the Restaurant premises are owned by Franchisee or leased from a third-party, Franchisee shall, upon demand by Franchisor, remove (at Franchisee's expense) the Marks, sign facia, and other identifying characteristics from all premises, and paint all premises and other improvements maintained pursuant to this Agreement a design and color which is basically different from Franchisor's authorized design and color. If Franchisee shall fail to make or cause to be made any such removal or repainting within 30 days after written notice, then Franchisor shall have the right to enter upon the Restaurant premises, without being deemed guilty of trespass or any tort (or Franchisee shall cause Franchisor to be permitted on the premises as necessary), and make or cause to be made such removal, alterations and repainting at the reasonable expense of Franchisee, which expense Franchisee shall pay to Franchisor immediately upon demand; and

(c) Franchisee shall not thereafter use the Marks or any other trademark, trade name, service mark, logo, insignia, slogan, emblem, symbol, design or other identifying characteristic that is in any way associated with Franchisor or similar to those associated with Franchisor, or use any food or proprietary menu item, recipe or method of food preparation or operate or do business under any name or in any manner that might tend to give the public the impression that Franchisee is or was a licensee or franchisee of, or otherwise associated with, Franchisor or its affiliated companies.

19.3 In the event that any party to this Agreement initiates any legal proceeding to construe or enforce any of the terms, conditions and/or provisions of this Agreement, including, but not limited to, its termination provisions and its provisions requiring Franchisee to make certain payments to Franchisor incident to the operation of the Restaurant, or to obtain damages or other relief to which any such party may be entitled by virtue of this Agreement, the prevailing party or parties shall be paid its reasonable attorneys' fees and expenses by the other party or parties. If Franchisee fails to comply with a written notice of termination sent by Franchisor and a court later upholds such termination of this Agreement, Franchisee's operation of the Restaurant, from and after the date of termination stated in such notice, shall constitute willful trademark infringement and unfair competition by Franchisee, and Franchisee shall be liable to Franchisor for damages resulting from such infringement in addition to any fees paid or payable hereunder, including, without limitation, any profits which Franchisee derived from such post-termination operation of the Restaurant.

19.4 (a) With respect to Restaurant premises owned by Franchisee, in the event of termination of this Agreement, Franchisor shall have, for 30 days after the termination is effective, an option, exercisable upon written notice to Franchisee within such 30-day period, to elect to purchase the Restaurant premises from Franchisee for the fair market value of the land and buildings, furnishings and equipment located therein;

(b) In addition to the option described above, Franchisor shall have an option, exercisable upon written notice to Franchisee, to elect to purchase the Restaurant premises from Franchisee upon expiration of this Agreement for the fair market value of the land and buildings, furnishings, and equipment located therein subject to Franchisee's option to operate the Restaurant for an additional term under Subsection 1.3 hereof. If Franchisee does not notify Franchisor, pursuant to Subsection 1.3 hereof, of a desire to operate the Restaurant for an additional term, then Franchisor shall provide the written notice described in the preceding sentence within 30 days after the latest date by which Franchisee is required by Subsection 1.3 to advise Franchisor of such a desire; if Franchisee does notify Franchisor of a desire to operate the Restaurant for an additional term and Franchisor determines that Franchisee is not eligible to do so, Franchisor shall provide the written notice described in the preceding sentence within 30 days of its written notice to Franchisee that Franchisee is not eligible to operate the Restaurant for such additional term. With respect to the option to purchase upon expiration of this Agreement, this option shall not apply if prior to 30 days before said expiration, Franchisee enters into an agreement to sell such Restaurant premises to a third-party upon the expiration of the Franchise Agreement, provided that Franchisee's agreement with the purchaser includes a covenant by the purchaser, which is expressly enforceable by Franchisor as a third-party beneficiary thereof, pursuant to which the purchaser agrees that, for a period of 12 months after the expiration of this Agreement, the purchaser shall not use such premises for the operation of a restaurant business whose menu or method of operation is similar to that employed by restaurant units within the System;

(c) If Franchisee receives approval to operate the Restaurant premises for an additional term in accordance with Subsection 1.3 hereof, Franchisee will be required to execute the then-existing form of franchise agreement, which shall contain an option to obtain assignment of Franchisee's lease with a third-party and/or to purchase certain property, exercisable by Franchisor upon termination thereof, and an option to purchase the Restaurant premises, exercisable by Franchisor upon expiration of the additional term (subject to any then-existing rights to renew of Franchisee). Such options shall be substantially similar to the provisions described in this Subsection 19.4;

(d) If the parties cannot agree on the purchase price or other terms of purchase within 30 days following Franchisor's exercise of its option pursuant to Subsection 19.4(a) and (b), the price or disputed terms of purchase shall be determined by three appraisers, with each party selecting one appraiser and the two appraisers, so chosen, selecting the third appraiser. In the event of such an appraisal, each party shall bear its own legal and other costs and shall split equally the appraisal fees. The appraisers' determination of the price and other disputed terms of purchase shall be final and binding;

(e) If Franchisor elects to exercise its option to purchase upon termination of this Agreement, the purchase price shall be paid within 30 days of the determination of the purchase price and other terms of purchase. If Franchisor elects to exercise its option to purchase upon expiration of this Agreement, the purchase price shall be paid within 30 days of the later of: (a) the determination of the purchase price and other terms of purchase; or (b) expiration of this Agreement. If the Franchisor does not elect to exercise its option to purchase the Restaurant premises, the Franchisee may sell such premises to a third-party, provided that Franchisee's agreement with the purchaser includes a covenant by the purchaser, which is expressly enforceable by Franchisor as a third-party beneficiary thereof, pursuant to which the purchaser agrees that it shall not use such premises for the operation of a restaurant business whose menu or method of operation is similar to that employed by restaurant units within the System for a period of 12 months after the termination or expiration of this Agreement; and

(f) If the Restaurant premises are leased by Franchisee from a third-party, such lease must allow Franchisee to assign the lease to Franchisor. Upon termination of this Agreement for any reason, Franchisor has the right, exercisable upon written notice to Franchisee within 30 days after termination is effective, to require Franchisee to assign all Franchisee's rights and obligations under the lease to Franchisor and to immediately surrender possession of the premises, including all fixtures and leasehold improvements, to Franchisor. The lessor may not impose any assignment fee or other similar charge on Franchisor in connection with such assignment. If Franchisor exercises that right, it has an additional right, to be exercised within 30 days after taking possession of the premises, to purchase all of Franchisee's equipment, signs, decor items, furnishings, supplies and other products and materials at their then-fair market value. If the parties cannot agree on the price, the price will be determined in the manner set forth in connection with Franchisee-owned Restaurant premises. If Franchisor elects not to purchase the items mentioned above, Franchisee shall, at Franchisee's own expense and under Franchisor's supervision remove those items from the premises within 10 days after such final election, or 10 days after expiration of the option period, whichever is earlier. If Franchisee fails to remove all such property from the premises within such period, Franchisor shall be entitled to do so, or to authorize a third-party to do so, all at Franchisee's expense.

19.5 In addition to the provisions contained in Subsection 19.4 hereof:

(a) With respect to Restaurant premises owned by Franchisee, in the event of termination of this Agreement and Franchisor's exercise of its option to purchase the Restaurant premises pursuant to Subsection 19.4(a) hereof, Franchisee shall have, for 10 days after its receipt of written notice of Franchisor's election to purchase, an option, exercisable upon written notice to Franchisor, to lease said premises to Franchisor, pursuant to a lease which provides for rental at a rate not in excess of 6% of gross sales and triple net terms. Said lease shall provide for a lease term of at least 10 years with two five-year options to renew, and for primary annual rent of not in excess of the number derived from multiplying 6% times the gross sales reported by Franchisee to Franchisor for which Franchisee has paid a royalty fee for the next preceding calendar year times 80%;

(b) In addition to the option described above, Franchisee shall have an option, exercisable upon written notice to Franchisor, to elect to lease the Restaurant premises to Franchisor upon expiration of this Agreement and Franchisor's exercise of its option to purchase the Restaurant premises pursuant to Subsection 19.4(b) hereof, pursuant to the same terms set forth in Subsection 19.5(a) above, subject to Franchisee's option to operate the Restaurant for an additional term under Subsection 1.3 hereof. If: (i) Franchisee does not notify Franchisor, pursuant to Subsection 1.3 hereof, of a desire to operate the Restaurant for an additional term; or (ii) Franchisee does notify Franchisor of a desire to operate the Restaurant for an additional term and Franchisor determines that Franchisee is not eligible to do so, and Franchisor exercises its option to purchase the Restaurant premises, then Franchisee shall provide the written notice described in the preceding sentence within 10 days after its receipt of written notice of Franchisor's election to purchase. With respect to the option to lease upon expiration of this Agreement, this option shall not apply if prior to 30 days before said expiration, Franchisee enters into an agreement to sell such Restaurant premises to a third-party upon the expiration of the Franchise Agreement, provided that Franchisee's agreement with the purchaser includes a covenant by the purchaser, which is expressly enforceable by Franchisor as a third-party beneficiary thereof, pursuant to which the purchaser agrees, at Franchisor's option, either to lease said premises to Franchisor upon the terms set forth in Subsection 19.5(a), or that for a period of 12 months after the expiration of this Agreement, the purchaser shall not use such premises for the operation of a restaurant business whose menu or method of operation is similar to that employed by restaurant units within the System; and

(c) If Franchisee receives approval to operate the Restaurant premises for an additional term in accordance with Subsection 1.3 hereof, Franchisee will be required to execute the then-existing form of franchise agreement which shall contain an option to obtain assignment of Franchisee's lease with a third-party and/or to lease certain property, exercisable by Franchisor upon termination thereof, and an option to lease the Restaurant premises, exercisable by Franchisor upon expiration of the additional term (subject to any then-existing rights to renew of Franchisee). Such options shall be substantially similar to the provisions described in this Subsection 19.5.

20. NO WAIVER OF DEFAULT

20.1 The waiver by any party to this Agreement of any breach or default, or series of breaches or defaults, of any term, covenant or condition herein, or of any same or similar term, covenant or condition contained in any other agreement between Franchisor and any franchisee, shall not be deemed a waiver of any subsequent or continuing breach or default of the same or any other term, covenant or condition contained in this Agreement, or in any other agreement between Franchisor and any franchisee.

20.2 All rights and remedies of the parties hereto shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement. The rights and remedies of the parties hereto shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration or earlier termination of this Agreement shall not discharge or release Franchisee or any Principal Shareholder from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration or earlier termination of the Agreement.

21. CONSTRUCTION, SEVERABILITY, GOVERNING LAW AND JURISDICTION

21.1 If any part of this Agreement shall for any reason be declared invalid, unenforceable or impaired in any way, the validity of the remaining portions shall remain in full force and effect as if the Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including therein any such portions which might be declared invalid; provided however, that in the event any part hereof relating to the payment of fees to Franchisor, or the preservation of any of Franchisor's Marks, trade secrets or secret formulae licensed or disclosed hereunder is for any reason declared invalid or unenforceable, then Franchisor shall have the right to terminate this Agreement upon written notice to Franchisee. If any clause or provision herein would be deemed invalid or unenforceable as written, it shall be deemed modified or limited to such extent or in such manner as may be necessary to render the clause or provision valid and enforceable to the greatest extent possible in light of the interest of the parties expressed in that clause or provision, subject to the provisions of the preceding sentence.

21.2 FRANCHISEE AND PRINCIPAL SHAREHOLDERS ACKNOWLEDGE THAT FRANCHISOR MAY GRANT NUMEROUS FRANCHISES THROUGHOUT THE UNITED STATES ON TERMS AND CONDITIONS SIMILAR TO THOSE SET FORTH IN THIS AGREEMENT, AND THAT IT IS OF MUTUAL BENEFIT TO FRANCHISEE AND PRINCIPAL SHAREHOLDERS AND TO FRANCHISOR THAT THESE TERMS AND CONDITIONS BE UNIFORMLY INTERPRETED. THEREFORE, THE PARTIES AGREE THAT TO THE EXTENT THAT THE LAW OF THE STATE OF KANSAS DOES NOT CONFLICT WITH LOCAL FRANCHISE STATUTES, RULES AND REGULATIONS, KANSAS LAW SHALL APPLY TO THE CONSTRUCTION OF THIS AGREEMENT AND SHALL GOVERN ALL QUESTIONS WHICH ARISE WITH REFERENCE HERETO; PROVIDED HOWEVER, THAT PROVISIONS OF KANSAS LAW REGARDING CONFLICTS OF LAW SHALL NOT APPLY HERETO.

21.3 THE PARTIES AGREE THAT ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PERFORMANCE THEREOF WHICH CANNOT BE AMICABLY SETTLED, EXCEPT AS OTHERWISE PROVIDED HEREIN WILL BE RESOLVED BY A PROCEEDING IN A COURT IN JOHNSON COUNTY, KANSAS, AND FRANCHISEE AND PRINCIPAL SHAREHOLDERS EACH IRREVOCABLY ACCEPT THE JURISDICTION OF THE COURTS OF THE STATE OF KANSAS AND THE FEDERAL COURTS SERVING JOHNSON COUNTY, KANSAS FOR SUCH CLAIMS, CONTROVERSIES OR DISPUTES. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD-PARTY CLAIM OR OTHERWISE.

The parties agree that service of process in any proceeding arising out of or relating to this Agreement or the performance thereof may be made as to Franchisee and any Principal Shareholder by serving a person of suitable age and discretion (such as the person in charge of the office) at the address of Franchisee specified in this Agreement and as to Franchisor by serving the president or a vice-president of Franchisor at the address of Franchisor or by serving Franchisor's registered agent.

22. INTERFERENCE WITH EMPLOYMENT RELATIONS

During the term of this Agreement, neither Franchisor nor Franchisee shall employ or seek to employ in a managerial position (i.e., in a position at a pay grade at or above that of Assistant Restaurant Manager or Kitchen Manager), directly or indirectly, any person who is at the time or was at any time during the prior six months employed by the other party or any of its subsidiaries or affiliates, or by any franchisee in the System. This section shall not be violated if, at the time Franchisor or Franchisee employs or seeks to employ such person, such former employer has given its written consent and is compensated by receiving 50% of the employee's annual salary from the other party. Notwithstanding any other provision of this Agreement, the parties hereto acknowledge that if this Section is violated, such former employer shall be entitled to liquidated damages equal to three times the annual salary of the employee involved, plus reimbursement of all costs and attorneys' fees incurred. In addition to the rights granted to the parties hereto, the parties acknowledge and agree that any franchisee from which an employee was hired by either party to this Agreement in violation of the terms of this Section shall be deemed to be a third-party beneficiary of this provision and may sue and recover against the offending party the liquidated damages herein set forth; provided however, the failure by Franchisor to enforce this Section shall not be deemed to be a violation of this Section.

23. LIQUOR LICENSE

The grant of the rights which are the subject of this Agreement is expressly conditioned upon the ability of the Franchisee to obtain and maintain any and all required state and/or local licenses permitting the sale of liquor by the drink on the Restaurant premises, and Franchisee agrees to use its best efforts to obtain such licenses. After obtaining the necessary state or local liquor licenses, Franchisee shall thereafter comply with all applicable laws and regulations relating to the sale of liquor on the Restaurant premises. If, during any 12-month period during the term of this Agreement, Franchisee is prohibited for any reason from selling liquor on the Restaurant premises for more than 30 days because of a violation or violations of state or local liquor laws, then at the option of Franchisor this Agreement may be terminated forthwith by Franchisor upon written notice to Franchisee.

24. FORCE MAJEURE

24.1 As used in this Agreement, the term "**Force Majeure**" shall mean any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government and any other similar cause not within the control of the party affected thereby.

24.2 If the performance of any obligation by any party under this Agreement is prevented or delayed by reason of Force Majeure, which cannot be overcome by use of normal commercial measures, the parties shall be relieved of their respective obligations to the extent the parties are respectively necessarily prevented or delayed in such performance during the period of such Force Majeure. The party whose performance is affected by an event of Force Majeure shall give prompt notice of such Force Majeure event to the other party by facsimile, telephone or telegram (in each case to be confirmed in writing), setting forth the nature thereof and an estimate as to its duration, and shall be liable for failure to give such timely notice only to the extent of damage actually caused.

24.3 Notwithstanding the provisions of this Section 24, if, as a result of an event of Force Majeure (including condemnation proceedings), the Franchisee ceases to operate the Restaurant or loses the right to possession of the Restaurant premises, Franchisee shall apply within 30 days after the event of Force Majeure for Franchisor's approval to relocate and/or reconstruct the Restaurant. If relocation is necessary, Franchisor agrees to use its reasonable efforts to assist Franchisee in locating an alternative site in the same general area where Franchisee can operate a Restaurant within the System for the balance of the term of the

Franchise Agreement. If Franchisor so assists Franchisee, Franchisee shall reimburse Franchisor for its reasonable out-of-pocket expenses incurred as a result thereof. (This provision shall not be construed to prevent Franchisee from receiving the full amount of any condemnation award of damages relating to the closing of the Restaurant; provided however, that if Franchisor or an affiliate is the lessor of the Restaurant premises, Franchisee specifically waives and releases any claim it may have for the value of any building, fixtures and other improvements on the premises, whether or not installed or paid for by the Franchisee, and Franchisee agrees to subordinate any claim it may have to Franchisor's claim for such improvements.) Selection of an alternative location will be subject to the site approval procedures set forth in Section 5 of the Development Agreement. For purposes of clarification, if Franchisee does not have development rights, Franchisor does not have any obligation to approve a new site. Once Franchisee has obtained Franchisor's approval to relocate and/or reconstruct the Restaurant, Franchisee must diligently pursue relocation and/or reconstruction until the Restaurant is reopened for business.

25. MISCELLANEOUS

25.1 All notices and other communications required or permitted to be given hereunder shall be deemed given when delivered in person, by overnight courier service, facsimile transmission or mailed by registered or certified mail addressed to the recipient at the address set forth below, unless that party shall have given written notice of change of address to the sending party, in which event the new address so specified shall be used.

FRANCHISOR: Applebee's Franchisor LLC
450 North Brand Boulevard, 7th Floor
Glendale, California 91203
Attention: General Counsel

FRANCHISEE: ____________________________
____
____

PRINCIPAL SHAREHOLDERS: ___________________________
____

25.2 All terms used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement may require, the same as if such words had been written in this Agreement themselves. The words "includes," "including" and "inclusive" and the phrases "in particular," "such as," "i.e." and "for example" when used in this Agreement shall be interpreted and construed so as not to limit the generality of the words of general application and nature which precede these words and phrases. The headings inserted in this Agreement are for reference purposes only and shall not affect the construction of this Agreement or limit the generality of any of its provisions.

25.3 Franchisee shall, at its own cost and expense, promptly comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and offices thereof. Without limiting the generality of the foregoing, Franchisee shall abide by all applicable rules and regulations of any public health department.

25.4 In the event that Franchisor or its affiliates have leased the Restaurant premises to Franchisee pursuant to a written lease agreement (the "**Lease**"), the Lease is hereby incorporated in this Agreement by reference, and any failure on the part of Franchisee (Lessee therein) to perform, fulfill or observe any of the covenants, conditions or agreements contained in the Lease shall constitute a material breach of this Agreement. It is expressly understood, acknowledged and agreed by Franchisee that any termination of the Lease shall result in automatic and immediate termination of this Agreement without additional notice to Franchisee.

25.5 This Agreement and the documents referred to herein constitute the entire agreement between the parties, superseding and canceling any and all prior and contemporaneous agreements, understandings, representations, inducements and statements, oral or written, of the parties in connection with the subject matter hereof. FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS FRANCHISE AGREEMENT AS A RESULT OF ITS OWN INDEPENDENT INVESTIGATION AND AFTER CONSULTATION WITH ITS OWN ATTORNEY, AND NOT AS A RESULT OF ANY REPRESENTATIONS OF FRANCHISOR, ITS AGENTS, OFFICERS OR EMPLOYEES, EXCEPT AS CONTAINED HEREIN AND IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT, HERETOFORE MADE AVAILABLE TO FRANCHISEE. Nothing in this Agreement will disclaim or require Franchisee to waive reliance on any representation that Franchisor made in the most recent disclosure document (including its exhibits and amendments) that Franchisor delivered to Franchisee or its representative.

25.6 Except as expressly authorized herein, no amendment or modification of this Agreement shall be binding unless executed in writing both by Franchisor and by Franchisee and Principal Shareholders.

25.7 Franchisee and the Principal Shareholders acknowledge and agree that: (i) this Agreement (and the relationship of the parties contemplated by this Agreement) grants Franchisor the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's explicit rights and obligations hereunder that may affect favorably or adversely Franchisee's interests; (ii) Franchisor will use its business judgment in exercising such discretion based on Franchisor's assessment of its interests and the System, balancing those interests with or against the interests of the operators of Restaurants generally (including Franchisor, its affiliates and other franchisees) and specifically without considering the individual interests of any particular franchisee; (iii) Franchisor will have no liability to Franchisee for the exercise of its discretion in this manner; and (iv) even if Franchisor has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification for such action or decision, no trier of fact in any legal action shall substitute its judgment for Franchisor's judgment so exercised, and such action or decision will not be subject to challenge for abuse of discretion.

If Franchisor takes any action or chooses not to take any action in Franchisor's discretion with regard to any matter related to this Agreement and Franchisor's action or inaction is challenged for any reason, the parties expressly direct the trier of fact that Franchisor's reliance on a business reason in the exercise of its discretion is to be viewed as a reasonable and proper exercise of Franchisor's discretion, without regard to whether other reasons for its decision may exist and without regard to whether the trier of fact would independently accord the same weight to the business reason.

26. ACKNOWLEDGMENTS

Franchisee and Principal Shareholders acknowledge that:

(a) Franchisee has received a copy of this Agreement and has had an opportunity to consult with its attorney with respect thereto at least seven days prior to execution of this Agreement;

(b) No representation has been made by Franchisor as to the future profitability of the Restaurant;

(c) Prior to the execution of this Agreement, Franchisee has had ample opportunity to contact Franchisor's existing franchisees, if any, and to investigate all statements made by Franchisor relating to the System;

(d) This Agreement establishes the right to construct and operate a Restaurant only at the location specified in Subsection 1.1 hereof; and

(e) Franchisor is the sole owner of the service marks identified in this Agreement, and of the goodwill associated therewith, and Franchisee acquires no right, title or interest in those names and marks other than the right to use them only in the manner and to the extent prescribed and approved by Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date first above written.

FRANCHISOR:
APPLEBEE'S FRANCHISOR LLC

By: ________________________________
Name: _____________________________
Title: ______________________________

[SIGNATURES CONTINUED ON NEXT PAGE]

FRANCHISEE:

____

By: _________________________________
Name: _______________________________
Title: ________________________________

PRINCIPAL SHAREHOLDER(S):

____
Name: _______________________________

____
Name: _______________________________

EXHIBIT 1 TO FRANCHISE AGREEMENT

ROYALTY FEE

The monthly royalty fee to be paid by Franchisee shall be 4% of each calendar month's gross sales until January 1, 2020. Thereafter, a monthly royalty fee shall be determined by Franchisor in its sole discretion.

APPENDIX A TO FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP INTERESTS

Shareholder	Percent of Issued and Outstanding Shares of Franchisee

APPENDIX B TO FRANCHISE AGREEMENT

REVIEW AND CONSENT WITH RESPECT TO TRANSFERS

In determining whether to grant or to withhold consent to a proposed Transfer, Franchisor shall consider all of the facts and circumstances which it views as relevant in the particular instance, including, but not limited to, any of the following: (i) work experience and aptitude of Proposed New Owner and/or proposed new management (a proposed transferee of a Principal Shareholder's Interest and/or a proposed transferee of this Agreement is referred to as "**Proposed New Owner**"); (ii) financial background and condition of Proposed New Owner, and actual and pro forma financial condition of Franchisee; (iii) character and reputation of Proposed New Owner; (iv) conflicting interests of Proposed New Owner; (v) the terms and conditions of Proposed New Owner's rights, if the proposed Transfer is a pledge or hypothecation; (vi) the adequacy of Franchisee's operation of any Restaurant and compliance with the System and this Agreement; and (vii) such other criteria and conditions as Franchisor shall then consider relevant in the case of an application for a new franchise to operate a restaurant unit within the System by an applicant that is not then currently doing so. Franchisor's consent also may be conditioned upon execution by Proposed New Owner of an agreement whereby Proposed New Owner assumes full, unconditional, joint and several liability for, and agrees to perform from the date of such Transfer, all obligations, covenants and agreements contained herein to the same extent as if it had been an original party to this Agreement and may also require Franchisee and Principal Shareholders, including the proposed Transferor(s), to execute a general release which releases Franchisor and its affiliates from any claims they may have had or then have against Franchisor and its affiliates. In the event Proposed New Owner is a partnership (including, but not limited to, a limited partnership), Proposed New Owner will also be required to execute an addendum to the Agreement which amends the references to Franchisee and its Principal Shareholders to include the partnership approved by Franchisor and Proposed New Owner's general partner(s) and the principal shareholders of the general partner(s), if the general partner(s) is a corporation. This addendum will contain a provision including in the definition of "**Transfer**" the withdrawal, removal or voluntary/involuntary dissolution (if applicable) of the general partner(s) or the substitution or addition of a new general partner. Franchisee or Principal Shareholders, as the case may be, shall provide Franchisor with such information as it may require in connection with a request for approval of a proposed Transfer. For purposes of clarification, nothing in this Appendix B shall limit Franchisor's discretion in granting or withholding consent to a Transfer or to require the applicable parties to agree to certain terms as a condition to obtaining consent to a Transfer.

APPENDIX C TO FRANCHISE AGREEMENT

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made this ________ day of ________________, 20___, by and between ____, a _____________ corporation ("**Developer**"), and __________________________, an individual employed by Developer ("**Employee**").

WITNESSETH:

WHEREAS, APPLEBEE'S FRANCHISOR LLC ("**Applebee's**") has the right to grant franchises for all rights in and to a unique system for the development and operation of restaurants (the "**System**"), which includes proprietary rights in valuable trade names, service marks and trademarks, including the service mark Applebee's Neighborhood Grill & Bar and variations of such mark, designs and color schemes for restaurant premises, signs, equipment, procedures and formulae for preparing food and beverage products, specifications for certain food and beverage products, inventory methods, operating methods, financial control concepts, a training facility and teaching techniques;

WHEREAS, Developer is the owner of the exclusive right to develop restaurants franchised by Applebee's which utilize the System ("**Restaurants**") for the period and in the territory described in the Development Agreement between Applebee's and Developer (the "**Development Agreement**"); and

WHEREAS, Developer acknowledges that Applebee's information as described above was developed over time at great expense, is not generally known in the industry and is beyond Developer's own present skills and experience, and that to develop it itself would be expensive, time-consuming and difficult, that it provides a competitive advantage and will be valuable to Developer in the development of its business, and that gaining access to it was therefore a primary reason why Developer entered into the Development Agreement; and

WHEREAS, in consideration of Applebee's confidential disclosure to Developer of these trade secrets, Developer has agreed to be obligated by the terms of Development Agreement to execute, with each employee of Developer who will have supervisory authority over the development or operation of more than one Restaurant in the Territory described in the Development Agreement, a written agreement protecting Applebee's trade secrets and confidential information entrusted to Employee.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

(1) The parties acknowledge and agree that Employee is or will be employed in a supervisory or managerial capacity and in such capacity will have access to information and materials which constitute trade secrets and confidential and proprietary information. The parties further acknowledge and agree that any actual or potential direct or indirect competitor of Applebee's, or of any of its franchisees, shall not have access to such trade secrets and confidential information;

(2) The parties acknowledge and agree that the System includes trade secrets and confidential information which Applebee's has revealed to Developer in confidence, and that protection of said trade secrets and confidential information and protection of Applebee's against unfair competition from others who enjoy or who have had access to said trade secrets and confidential information are essential for the maintenance of goodwill and special value of the System;

(3) Employee agrees that he or she shall not at any time: (i) appropriate or use the trade secrets incorporated in the System, or any portion thereof, for use in any business which is not within the

System; (ii) disclose or reveal any portion of the System to any person, other than to Developer's employees as an incident of their training; (iii) acquire any right to use, or to license or franchise the use of any name, mark or other intellectual property right which is or may be granted by any franchise agreement between Applebee's and Developer; or (iv) communicate, divulge or use for the benefit of any other person or entity any confidential information, knowledge or know-how concerning the methods of development or operation of a Restaurant which may be communicated to Employee or of which Employee may be apprised by virtue of Employee's employment by Developer. Employee shall divulge such confidential information only to such of Developer's other employees as must have access to that information in order to operate a Restaurant or to develop a prospective site for a Restaurant. Any and information, knowledge and know-how, including, without limitation, drawings, materials, equipment, specifications, techniques and other data, which Applebee's designates as confidential, shall be deemed confidential for purposes of this Agreement;

(4) Employee further acknowledges and agrees that any materials or manuals provided or made available to Developer by Applebee's (collectively, the "**Manuals**"), described in Section 5 of the applicable franchise agreement between Applebee's and Developer, are loaned by Applebee's to Developer for limited purposes only, remain the property of Applebee's, and may not be reproduced, in whole or in part, without the written consent of Applebee's;

(5) Employee agrees to surrender to Developer or to Applebee's each and every copy of the Manuals and any other information or material in his or her possession or control upon request, upon termination of employment or upon completion of the use for which said Manuals or other information or material may have been furnished to Employee;

(6) The parties agree that in the event of a breach of this Agreement, Applebee's would be irreparably injured and would be without an adequate remedy at law. Therefore, in the event of a breach or a threatened or attempted breach of any of the provisions hereof, Applebee's shall be entitled to enforce the provisions of this Agreement as a third-party beneficiary hereof and shall be entitled, in addition to any other remedies which it may have hereunder at law or in equity (including the right to terminate the Development Agreement), to a temporary and/or permanent injunction and a decree for specific performance of the terms hereof without the necessity of showing actual or threatened damage, and without being required to furnish a bond or other security; and

(7) If any court or other tribunal having jurisdiction to determine the validity or enforceability of this Agreement determines that it would be invalid or unenforceable as written, the provisions hereof shall be deemed to be modified or limited to such extent or in such manner necessary for such provisions to be valid and enforceable to the greatest extent possible.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date first above written.

DEVELOPER	**EMPLOYEE**
By: ______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title: _____________________________	

APPENDIX D

EFT WITHDRAWAL AUTHORIZATION

APPLEBEE'S SERVICES, INC. ("**COMPANY**")
ID NUMBER: ___________________________

The undersigned ("**DEPOSITOR**") authorizes COMPANY to initiate debit entries to the Checking Account indicated below at the DEPOSITORY named below, and authorizes DEPOSITORY to debit to such account all entries COMPANY initiates.

DEPOSITORY
NAME ________________________________ BRANCH ________________________
CITY _________________________________ STATE __________________________
CHECKING ACCOUNT NO. ____
ROUTING NUMBER ____________________________

DEPOSITOR agrees that this authorization will remain in full force and effect until DEPOSITOR has given COMPANY written notice of its revocation in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on the notice.

DEPOSITOR'S
NAME ___________________________ ID NUMBER ___________________________

DEPOSITOR'S SIGNATURE ____

NAME AND TITLE OF PERSON SIGNING (if signed in a representative capacity) _________________
____

DATE _________________________________

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE DEPOSITOR MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE DEBIT ORIGINATOR (COMPANY) IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

ADDENDUM TO FRANCHISE AGREEMENT
[Limited Liability Company]

THIS ADDENDUM TO FRANCHISE AGREEMENT ("**Addendum**") is entered this ________ day of ________________, 20___, by and between Applebee's Franchisor LLC, a Delaware limited liability company ("**Franchisor**"), _______________, a _______ limited liability company ("**Franchisee**"), whose members are _________________, a __________________ ("______________") and _________________, a __________________ ("______________") (____________ and ____________ shall be individually referred to as "**Member**" and collectively as "**Members**") and _________________ ("______________"), sole shareholder of __________ and _________________ ("______________"), sole shareholder of _________ (Members, ______ and ______ shall be individually referred to as "**Principal Shareholder**" and collectively as "**Principal Shareholders**").

WITNESSETH:

WHEREAS, contemporaneous with the execution of this Addendum, Franchisor and Franchisee will execute an Applebee's Neighborhood Grill & Bar Franchise Agreement (**"Franchise Agreement"**) granting Franchisee certain rights therein described; and

WHEREAS, the parties desire to amend the Franchise Agreement to reflect accurately the identity and nature of the parties to the Franchise Agreement as a result of Franchisee's form of business as a limited liability company.

NOW, THEREFORE**,** the Franchise Agreement is hereby amended as follows:

1. Section 11 Amended. Subsections 11.1 and 11.2 of Section 11, entitled "**FRANCHISE ORGANIZATION, AUTHORITY, FINANCIAL CONDITION AND SHAREHOLDERS**," is hereby amended by deleting the same as it now appears and inserting the following in its place and stead:

> "11.1 Franchisee and each Principal Shareholder represent and warrant that: (a) Franchisee is a limited liability company, validly existing and in good standing under the laws of its state of organization; (b) _______________ are each a corporation, validly existing and in good standing under the laws of the state of their incorporation; (c) Franchisee is duly qualified and is authorized to do business and is in good standing in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (d) _______________ are each duly qualified and authorized to do business and are in good standing in each jurisdiction in which its respective business activities or the nature of the properties owned by it required such qualification; (e) the execution and delivery of this Agreement and the transactions contemplated hereby are within Franchisee's power under its articles of organization and operating agreement; (f) the execution and delivery of this Agreement and the transactions contemplated hereby are within ______________'s power under their respective articles of incorporation and bylaws; (g) the execution and delivery of this Agreement has been duly authorized by the Franchisee; (h) the execution and delivery of this Agreement have been duly authorized by ______________; (i) the operating agreement, articles of organization and certificate of organization of Franchisee delivered to Franchisor are true, complete and correct, and there have been no changes therein since the date thereof; (j) the articles of incorporation, bylaws and certificate of incorporation of ________ delivered to Franchisor are true, complete and correct, and there have been no changes therein since the date thereof; (k) that any specimen certificate evidencing membership interest in Franchisee delivered to Franchisor pursuant to Subsection 11.2(e) hereof is a true specimen of Franchisee's certificate evidencing a membership interest in such limited liability company; (l) the most recent balance sheet of Franchisee ("**Balance Sheet**"), and the most recent balance sheets of its Principal Shareholders heretofore

delivered to Franchisor, are true, complete and correct, and fairly present the financial positions of Franchisee and each Principal Shareholder, respectively, as of the dates thereof; (m) the Balance Sheet and each such balance sheet have been prepared in accordance with generally accepted accounting principles; and (n) there have been no materially adverse changes in the condition, assets or liabilities of Franchisee or Principal Shareholders since the date or dates thereof."

"11.2 Franchisee and each Principal Shareholder covenant that during the term of this Agreement: (a) Franchisee shall do or cause to be done all things necessary to preserve and keep in full force its existence as a limited liability company and shall be in good standing in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (b) Franchisee shall have the authority under its articles of organization and operating agreement to carry out the terms of this Agreement; (c) Franchisee shall print, in a conspicuous fashion on all certificates, if any, evidencing membership interest in Franchisee when issued, a legend referring to this Agreement and the restrictions on and obligations of Franchisee and Principal Shareholders hereunder, including, the restrictions on transfer of Franchisee's membership interests; and (d) _____________ shall print, in a conspicuous fashion on all certificates evidencing shares in such respective company when issued, a legend referring to this Agreement and the restrictions on and obligations of such Principal Shareholders hereunder, including the restrictions on transfer of each such Principal Shareholder's shares. Further, Franchisee shall deliver to Franchisor prior to the authorized change of any members a true specimen certificate evidencing membership interest in the limited liability company, bearing the legend described herein."

2. Section 12 Amended. Subsections 12.2(a) and (b), 12.3 and 12.4 of Section 12, entitled "**TRANSFER**," are hereby amended by deleting the same as each now appears and inserting the following in its respective place and stead:

12.2 "(a) any change in the ownership of or rights in or to any membership interest or other equity interest of any Principal Shareholder in Franchisee which would result from the act of any Principal Shareholder of Franchisee, such as a sale, exchange, pledge or hypothecation of the membership interest in, or any interest in or rights to any of Franchisee's profits, revenues or assets, or any such change which would result by operation of law; and

(b) any change in the percentage interest owned by any Principal Shareholder in the membership interest or other equity interest in Franchisee's profits, revenues or assets which would result from any act of Franchisee such as a sale, pledge or hypothecation of any Restaurant assets (other than a pledge of assets to secure *bona fide* loans made or credit extended in connection with acquisition of the assets pledged, provided that immediately before and after such transaction the net worth of Franchisee shall not be less than the amount which is reflected on the Balance Sheets referred to in Subsection 11.1 of this Agreement); any sale or issuance of any of Franchisee's membership interests or other equity interests; the retirement or redemption of any membership interests in Franchisee; or any sale or grant to any person of any right to participate in or otherwise to share or become entitled to any part of Franchisee's profits, revenues, assets or equity."

"12.3 "**Transfer**" shall not include: (a) a change in the ownership of or rights to any shares or other equity interest in Franchisee under the Securities Act of 1933; or (b) a change in the ownership of or rights to any securities or other equity interest in Franchisee pursuant to a private offering of Franchisee's securities exempted from registration under such Act, provided that Franchisee provides Franchisor with a copy of its prospectus and/or offering memorandum 10 days prior to its filing with the Securities and Exchange Commission or circulation to third-parties so that Franchisor may comment and, if necessary, correct any information concerning

Franchisor and/or the System, and further provided that after giving effect to such change of ownership or private offering, the Principal Shareholders "control" Franchisee. For purposes of this Section 12, **"controls"** means either: (1) owning legal and equitable title to 51% or more of the outstanding voting securities of the Franchisee, which are not subject to proxy granted to or contract with any other person or party granting that party the right to vote part or all of such securities; (2) having and continually exercising the contractual power presently to designate a majority of the directors of the Franchisee; or (3) having and continually exercising the right, power and authority to act on behalf of, manage, operate and otherwise obligate or bind Franchisee in the conduct of Franchisee's business."

"12.4 "**Interest**" shall mean: when referring to interests or rights in Franchisee, the membership interest of any Principal Shareholder in Franchisee and any other equitable or legal right in or to any of the Principal Shareholders' interest in Franchisee's revenues, profits or assets; when referring to rights or assets of Franchisee, Franchisee's rights under and interest in this Agreement, the Restaurant and its revenues, profits and assets."

3. Section 14 Amended. Subsection 14.4 of Section 14, entitled "**INSPECTIONS**," is hereby amended by deleting the same as it now appears and inserting the following in its place and stead:

"14.4 Franchisee shall maintain an accurate register of its certificates of membership interest (**"Membership Register"**). In the event that the beneficial ownership of Franchisee differs in any respect from record ownership, Franchisee also shall maintain a list of the names, addresses and interests of all beneficial owners. Franchisee shall produce its Membership Register and any list of beneficial owners certified by the corporation's secretary to be correct, at its principal executive offices upon 10 days' prior written request by Franchisor. Franchisor's representatives shall have the right to examine the Membership Register and any list of beneficial owners, and to reproduce all or any part thereof. Further, upon 10 days' written notice, Franchisor may request a copy of the list of all members and the list of owners of beneficial interest to be forwarded to it at Franchisor's principal office."

4. Appendix A Amended. Appendix A to Franchise Agreement, entitled "**STATEMENT OF OWNERSHIP INTERESTS**," shall be amended to: (i) delete the word "Shareholder" and insert the word "Members" in lieu thereof; and (ii) delete the phrase "Percent of Issued and Outstanding Shares of Franchisee" and insert the phrase "Percent of Contributions to Franchisee" in lieu thereof.

5. Appendix C. Amended. The first paragraph of **Appendix C** to Franchise Agreement, entitled "**CONFIDENTIALITY AGREEMENT**," is hereby amended by deleting the same as it now appears and inserting the following in its place and stead:

"THIS AGREEMENT is made this ________ day of ________________, 20___, by and between _______________________________, a ____________ limited liability company ("**Franchisee**"), and ___________________________, an individual employed by Franchisee ("**Employee**")."

6. Governing Law. This Addendum shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Kansas, without regard to its conflict of laws provisions.

7. No Further Amendment. No further amendment or modification of the Franchise Agreement shall be binding unless executed in writing by Franchisor and Franchisee or their authorized successors or assigns. No course of conduct or course of performance under this or any other agreement between the parties will be deemed to modify this Addendum. Except as expressly set forth in this Addendum, the Franchise Agreement remains in full force and effect.

8. Entire Agreement. This Addendum and the agreements, documents and instruments referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding and cancelling any and all prior and contemporaneous agreements, understandings, representations, inducements and statements, oral or written, of the parties in connection with the subject matter hereof.

9. Headings. The section headings are inserted as a matter of convenience and in no way define, limit or describe the scope of such section or affect the interpretation of this Addendum.

10. Counterparts. This Addendum may be signed in counterparts and each counterpart with a hand-written signature, whether an original or an electronic data text (including telegram, telex, facsimile, electronic data interchange and electronic mail) is considered an original and all counterparts constitute one and the same instrument.

11. Miscellaneous. Each of the terms and provisions of this Addendum is deemed incorporated by reference into the Franchise Agreement. When a conflict exists between this Addendum and the Franchise Agreement, this Addendum shall control. Any capitalized term not otherwise defined in this Addendum shall have the meaning as set forth in the Franchise Agreement. If any provision of this Addendum is found to be unenforceable, the remaining provisions will continue to be in full force and effect. This Addendum will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. No waiver of any provision of this Addendum will be enforceable against a party unless it is in writing and signed by such party. No waiver by any party of any provisions of this Addendum will be deemed to be or constitute a waiver of any other provision hereof (whether or not similar), nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

FRANCHISOR:
APPLEBEE'S FRANCHISOR LLC

By: ________________________________
Name: ______________________________
Title: ______________________________

FRANCHISEE:
____

By: ________________________________
Name: ______________________________
Title: ______________________________

PRINCIPAL SHAREHOLDER(S):

____
Name: ______________________________

____
Name: ______________________________

ADDENDUM TO FRANCHISE AGREEMENT
[Limited Partnership]

THIS ADDENDUM TO FRANCHISE AGREEMENT ("**Addendum**") is entered this ________ day of _____________, 20__, by and between Applebee's Franchisor LLC, a Delaware limited liability company ("**Franchisor**"), _________________________, a _____ limited partnership ("**Franchisee**"), _________________________, ("**General Partner**") and ____ (together with General Partner, the "**Principal Shareholders**").

WITNESSETH:

WHEREAS, contemporaneous with the execution of this Addendum, Franchisor and Franchisee will execute an Applebee's Franchise Agreement ("**Franchise Agreement**") granting Franchisee certain rights therein described; and

WHEREAS, the same parties desire to amend the Franchise Agreement to reflect accurately the identity and nature of the parties to the Franchise Agreement as a result of Franchisee's form of business as a limited partnership.

NOW, THEREFORE, the Franchise Agreement is hereby amended as follows:

1. <u>Section 11 Amended.</u> Sections 11.1 and 11.2 of the Franchise Agreement are hereby amended by deleting said sections in their entirety and replacing them with the following:

> "11.1 Franchisee and each Principal Shareholder represent and warrant that: (a) Franchisee is a limited partnership, validly existing and in good standing under the laws of _____; (b) the General Partner is a limited liability company duly organized, validly existing and in good standing under the laws of _____; (c) Franchisee is duly qualified and is authorized to do business and is in good standing in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (d) the General Partner is duly qualified and is authorized to do business and is in good standing as a foreign company in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (e) the execution and delivery of this Agreement and the transactions contemplated hereby are within Franchisee's power under its limited partnership agreement; (f) the execution and delivery of this Agreement and the transactions contemplated hereby are within the General Partner's power under its articles of organization and operating agreement; (g) the execution and delivery of this Agreement has been duly authorized by the Franchisee; (h) the execution and delivery of this Agreement has been duly authorized by the General Partner; (i) the limited partnership agreement and the certificate of limited partnership of Franchisee delivered to Franchisor are true, complete and correct, and there have been no changes therein since the date thereof; (j) the articles of organization and operating agreement of the General Partner delivered to Franchisor are true, complete and correct, and there have been no changes therein since the date thereof; (k) the most recent balance sheet of Franchisee and the most recent balance sheet (collectively, "**Balance Sheets**") of each of the Principal Shareholders and ______________ ("**Guarantor**") heretofore delivered to Franchisor, are true, complete and correct, and fairly present the financial positions of the Developer, Principal Shareholders and Guarantor, respectively, as of the date or dates thereof; (l) the Balance Sheets have been prepared in accordance with generally accepted accounting principles; (m) there have been no materially adverse changes in the condition, assets or liabilities of the Developer, Principal Shareholders or Guarantor since the date or dates thereof; (n) that any specimen certificate evidencing ownership interest

in the limited partnership delivered to Franchisor pursuant to Subsection 11.2(e) hereof is a true specimen of Franchisee's certificate evidencing ownership interest in the limited partnership; (o) the General Partner's specimen membership certificate delivered to Franchisor is a true specimen of the General Partner's membership certificate; and (p) Franchisee and the General Partner have and/or will comply with all applicable rules, regulations and statutes governing the sale of partnership interests, including, but not limited to, the Securities Act of 1933, as amended; the Securities and Exchange Act of 1934, as amended; and all applicable state securities rules, regulations and statutes.

11.2 Franchisee and each Principal Shareholder covenant that during the term of this Agreement: (a) Franchisee shall do or cause to be done all things necessary to preserve and keep in full force its existence as a limited partnership and shall be in good standing in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (b) the General Partner shall do or cause to be done all things necessary to preserve and keep in full force its existence and shall be in good standing as a foreign company in each jurisdiction in which its business activities or the nature of the properties owned by it requires such qualification; (c) Franchisee shall have the authority under its limited partnership agreement to carry out the terms of this Agreement; (d) the General Partner shall have the authority to carry out the terms of this Agreement; (e) Franchisee shall print, in a conspicuous fashion on all certificates evidencing ownership interest in the limited partnership when issued, a legend referring to this Agreement and the restrictions on and obligations of Franchisee and the Principal Shareholders, including, but not limited to, the restrictions on transfer or removal of any interest of the Principal Shareholders in or of Franchisee. Further, Franchisee shall deliver to Franchisor prior to the sale of any partnership units a true specimen certificate evidencing ownership interest in the limited partnership, bearing the legend described herein; and (f) the General Partner shall print, in a conspicuous fashion on all certificates representing membership interest when issued, a legend referring to this Agreement and the restrictions on and obligations of the Principal Shareholders hereunder, including the restrictions on transfer of membership interests in the General Partner."

2. <u>Section 12 Amended.</u> Sections 12.2 - 12.4 of the Franchise Agreement are hereby amended by deleting said sections in their entirety and replacing them with the following:

"12.2 Except as provided in Subsection 12.3, **"Transfer"** shall mean any assignment, sale, pledge, hypothecation, gift or any other event which would change ownership of or change or create a new Interest, including, but not limited to:

(a) any change in the ownership of or rights in or to the partnership interest or other equity interests of Franchisee which would result from the act of the Principal Shareholders, such as a sale, exchange, pledge or hypothecation of the partnership interest in or rights to any of Franchisee's profits, revenues or assets, or any such change which would result by operation of law;

(b) any change in the percentage interest owned by any Principal Shareholder in the partnership interests or other equity interests of Franchisee, or interests in the Franchisee's profits, revenues or assets which would result from any act of Franchisee such as a sale, pledge or hypothecation of any Restaurant assets (other than a pledge of assets to secure *bona fide* loans made or credit extended in connection with acquisition of the assets pledged, provided that immediately before and after such transaction the net worth of Franchisee shall not be less than the amount which is reflected on the Balance Sheets referred to in Subsection 11.1 of this Agreement); any sale or issuance of any partnership interest or other equity interest in Franchisee; the retirement or redemption of any Interest in Franchisee; or any sale or grant to any person of any right to participate in or otherwise to share or become entitled to any part of Franchisee's profits, revenue, assets or equity; and

(c) the removal of the General Partner and/or the substitution or addition of a new general partner to the Franchisee.

12.3 **"Transfer"** shall not include: (a) a change in the ownership of or rights to any partnership interest or other equity interest in Franchisee pursuant to a public offering of Franchisee's securities registered under the Securities Act of 1933; or (b) a change in the ownership of or rights to any securities or other equity interest in Franchisee pursuant to a private offering of Franchisee's securities exempted from registration under such Act, provided that Franchisee provides Franchisor with a copy of its prospectus and/or offering memorandum 10 days prior to its filing with the Securities and Exchange Commission or circulation to third parties so that Franchisor may comment and, if necessary, correct any information concerning Franchisor and/or the System, and further provided that after giving effect to such public or private offering, the General Partner "controls" Franchisee and the Principal Shareholder "controls" the General Partner. For purposes of this Section 12, "**control**" means: having and continually exercising the right, power and authority to act on behalf of, manage, operate and otherwise obligate or bind Franchisee in the conduct of Franchisee's business.

12.4 **"Interest"** shall mean: when referring to interest or rights in Franchisee, the partnership interests of the Principal Shareholders in Franchisee and any other equitable or legal right in or to any of revenues, profits or assets; when referring to rights or assets of Franchisee, Franchisee's rights under and interest in this Agreement, the Restaurant and its revenues, profits and assets.

Notwithstanding the terms of Section 12.7 of the Franchise Agreement, the proposed sale of an Interest owned by the General Partner will be subject to all of the terms thereof."

3. Section 13 Amended. Section 13.1(c) of the Franchise Agreement is hereby amended by deleting said section in its entirety and replacing it with the following:

"(c) Neither Franchisee, Principal Shareholders nor any other owner of Franchisee shall at any time: (i) appropriate or use the trade secrets incorporated in the System, or any portion thereof, in any restaurant business which is not within the System; (ii) disclose or reveal any portion of the System to any person, other than to Franchisee's Restaurant employees as an incident of their training; (iii) acquire any right to use any name, mark or other intellectual property right which is or may be granted by this Agreement, except in connection with the operation of the Restaurant; or (iv) communicate, divulge or use for the benefit of any other person or entity any confidential information, knowledge or know-how concerning the methods of development or operation of a restaurant utilizing the System, which may be communicated by Franchisor in connection with the franchise granted hereunder."

4. Section 14 Amended. Subsection 14.4 of Section 14, entitled "**INSPECTIONS**," is hereby amended by deleting the same as it now appears and inserting the following in its place and stead:

"14.4 Franchisee shall maintain an accurate register of its certificates of limited partnership interest (**"Limited Partnership Register"**) and General Partner shall maintain an accurate register of its members and membership interests (**"Membership Register"**). In the event that the beneficial ownership of Franchisee or of General Partner's membership interest differs in any respect from record ownership, Franchisee and General Partner also shall maintain a list of the names, addresses and interests of all beneficial owners. Franchisee shall produce its Limited Partnership Register and General Partner shall produce its Membership Register, and any list of beneficial owners certified by the company's secretary to be correct, at its principal executive offices upon 10 days' prior written request by Franchisor. Franchisor's representatives shall have the right to examine the Limited Partnership Register and the Membership Register and any list of beneficial owners, and to reproduce all or any part thereof. Further, upon 10 days' written notice, Franchisor may request a copy of the list of members and the list of owners of beneficial interests to be forwarded to it at Franchisor's principal office."

5. Appendix A Amended. **Appendix A**, entitled "**STATEMENT OF OWNERSHIP INTERESTS**," shall be amended to remove the phrase "Shareholder" and the phrase "Partner" shall be inserted in lieu thereof. The phrase "Percent of Issued and Outstanding Shares of Franchisee" shall be amended and replaced by the phrase "Percent of Interest Owned in Franchisee." **Appendix A** shall further be amended to add two new columns as follows:

" Partner	Percent of Interest Owned in Franchisee
General Partner - ____________________	__%
Limited Partners - ____________________	__%
____________________	__%"

6. Appendix C Amended. The first paragraph of Appendix C, entitled "**CONFIDENTIALITY AGREEMENT**," is hereby amended by deleting the same as it now appears and inserting the following in its place and stead:

"THIS AGREEMENT is made this ________ day of ________________, 20___, by and between ____________________________, a _____ limited partnership ("**Franchisee**"), and ___________________________, an individual employed by Franchisee ("**Employee**")."

7. General Partner's Legal Status. Nothing contained in this Agreement will be construed to limit any liability that General Partner may incur as a result of its legal status as a general partner of Franchisee under applicable law.

8. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Kansas, without regard to its conflict of laws provisions.

9. No Further Amendment. No further amendment or modification of the Franchise Agreement shall be binding unless executed in writing by Franchisor and Franchisee or their authorized successors or assigns. No course of conduct or course of performance under this or any other agreement between the parties will be deemed to modify this Addendum. Except as expressly set forth in this Addendum, the Franchise Agreement remains in full force and effect.

10. Entire Agreement. This Addendum and the agreements, documents and instruments referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding and cancelling any and all prior and contemporaneous agreements, understandings, representations, inducements and statements, oral or written, of the parties in connection with the subject matter hereof.

11. Headings. The section headings are inserted as a matter of convenience and in no way define, limit or describe the scope of such section or affect the interpretation of this Addendum.

12. Counterparts. This Addendum may be signed in counterparts and each counterpart with a hand-written signature, whether an original or an electronic data text (including telegram, telex, facsimile, electronic data interchange and electronic mail) is considered an original and all counterparts constitute one and the same instrument.

13. Miscellaneous. Each of the terms and provisions of this Addendum is deemed incorporated by reference into the Franchise Agreement. When a conflict exists between this Addendum and the Franchise Agreement, this Addendum shall control. Any capitalized term not otherwise defined in this Addendum shall have the meaning as set forth in the Franchise Agreement. If any provision of this Addendum is found to be unenforceable, the remaining provisions will continue to be in full force and effect. This Addendum will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. No waiver of any provision of this Addendum will be enforceable against a party unless it is in writing and signed by such party. No waiver by any party of any provisions of this Addendum will be deemed to be or constitute a waiver of any other provision hereof (whether or not similar), nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

FRANCHISOR:
APPLEBEE'S FRANCHISOR LLC

By: ________________________________
Name: ______________________________
Title: ______________________________

FRANCHISEE:
____

By: ________________________________
Name: ______________________________
Title: General Partner

PRINCIPAL SHAREHOLDER(S):

____
Name: ______________________________

____
Name: ______________________________

EXHIBIT G

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TEAM SOUTHEAST

Ellie Petersen
Magdalena Niewinski
Maryhelen Harkis
Amy Fumagalli
Steven Steinberg

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All of the information in this manual is the property of Applebee's Services, Inc. and its parents, subsidiaries and affiliates (ASI).

The contents contain confidential and proprietary information about Applebee's Grill and Bar system and are for the exclusive use of employees and franchisees of ASI.

Do not reproduce, disclose, or distribute the contents of this guide in whole or in part, without obtaining prior consent from AII.

This Manual is drafted for use by company-owned restaurants and is being provided to franchisees of the Applebee's Neighborhood Grill and Bar system in an effort to share business practices, processes, and tools that may improve a franchisee's own operations and enhance the overall success, reputation, and shareholder value of the system. This manual does not take into account, recommend, or otherwise comment on the franchisee's individual compensation structures and practices. Use of this manual is strictly voluntary.

Before using this manual or adopting the processes or tools described herein, franchisees should carefully evaluate the Manual's fit and function within the franchisee's own operations from a financial, legal, technological, and cultural perspective. In addition, franchisees should consult with their legal counsel to identify and address any legal considerations that may arise from the use of this manual in the jurisdictions in which the franchisee operates.

MROG

Applebee's

Manager's Restaurant Opening Guide

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Confidential and Proprietary Information

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The contents contain confidential and proprietary information about Applebee's Neighborhood Grill & Bar system and are for the exclusive use of employees and franchisees of AII.

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This guide is drafted for use by company-owned restaurants and is being provided to franchisees of the Applebee's Neighborhood Grill & Bar system in an effort to share business practices, processes, and tools that may improve a franchisee's own operations and enhance the overall success, reputation, and shareholder value of the system. This guide does not take into account, recommend, or otherwise comment on the franchisee's individual compensation structures and practices. Use of this guide is strictly voluntary.

Before using this guide or adopting the processes or tools described herein, franchisees should carefully evaluate the guide's fit and function within the franchisee's own operations from a financial, legal, technological, and cultural perspective. In addition, franchisees should consult with their legal counsel to identify and address any legal considerations that may arise from the use of this guide in the jurisdictions in which the franchisee operates.

Training Process

The following pages outline the process for training Neighborhood Experts, and executing the Team Member Training program.

1 Neighborhood Expert Training Camp Workshop	The Neighborhood Expert Training Camp Workshop is designed to train qualified Team Members to become Neighborhood Experts. The objectives of the Workshop are to: ▪ Train Neighborhood Experts to identify and adapt training to different learning styles ▪ Review the Applebee's Training Model ▪ Practice effective coaching ▪ Review components of the Team Member Training Program NOTE: A Neighborhood Expert Training Course is also available on NU that covers the basic components of the Team Member Training Program. This course is available in English and Spanish. Refer to the **Neighborhood Expert Training** Tab for: ▪ Workshop Leader's Guide ▪ Workshop Participant Guide
2 Neighborhood Expert Assessment	After completing the Neighborhood Expert Training Camp Workshop: ▪ The Team Member will take the Neighborhood Expert Final Exam to assess their knowledge, and ▪ The General Manager will conduct the Neighborhood Expert Skill Check t to assess the Team Member's readiness to become a Neighborhood Expert. Refer to the **Neighborhood Expert Assessment** tab for: ▪ Neighborhood Expert Final Exams and Keys (English and Spanish) ▪ Neighborhood Expert Skill Check ▪ Neighborhood Expert Certificate of Achievement

3 Team Member Training	The Team Member Training Program is executed by the Neighborhood Expert and Management Team. Several tools are used to validate performance and track progress. Some tools are included in the level packets: ▪ Daily Inspection ▪ Communication Log ▪ Checking for Understanding ▪ Final Inspection Additional training tools are: ▪ Team Member Training Guide – outlines the steps to execute the Team Member Training program ▪ Food and Beverage Review Guide – outlines the steps to conduct a Food and Beverage Review and provides the items to review each day Refer to the **Team Member Training Tab** for: ▪ Team member Training Guide (English and Spanish) ▪ Food and Beverage Review Guide

<u>EXHIBIT H-1</u>

LIST OF FRANCHISEES AND FRANCHISE OUTLETS

APPLEBEE'S - LIST OF FRANCHISEES
AS OF DECEMBER 31, 2016

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	1331 Hwy. 72 East	Athens	AL	35611	256-233-4430
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	3150 Memorial Parkway NW	Huntsville	AL	35810	256-859-4200
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	1701 McFarland Blvd. East	Tuscaloosa	AL	35404	205-633-0900
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	11950 Hwy. 431 South	Guntersville	AL	35976	256-878-9903
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	3028 Memorial Pkwy SW	Huntsville	AL	35801	256-881-8111
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	2933 John Hawkins Pkwy	Hoover	AL	35244	205-444-1102
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	1722 Rainbow Drive	Gadsden	AL	35901	256-546-7774
A.N.A., INC/Q.R.C., INC	Apple of North Alabama, Inc.	2106 Cherokee Ave SW	Cullman	AL	35055	256-736-6336
A.N.A., INC/Q.R.C., INC	Apple of North Alabama, Inc.	2246 Bessemer Road	Birmingham	AL	35207	205-451-1031
A.N.A., INC/Q.R.C., INC	Apple of North Alabama, Inc.	89 Chesser Plantation Lane	Chelsea	AL	35043	205-678-8800
A.N.A., INC/Q.R.C., INC	Apple of North Alabama, Inc.	1250 Boots Blvd	Fultondale	AL	35043	205-380-8282
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	302 Hughes Road	Madison	AL	35758	256-772-3441
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	3001 Carter Hill Road	Montgomery	AL	36111	334-264-9064
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	2041-A Beltline Road, SW	Decatur	AL	35601	256-340-0114
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	360 Cahaba Valley Rd	Pelham	AL	35124	205-982-1022
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	6601 Atlanta Highway	Montgomery	AL	36117	334-396-0500
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	1600 Huffman Road	Center Point	AL	35215	205-853-3200
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	3195 Taylor Road	Montgomery	AL	36116	334-274-0009
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	2271 Florence Blvd	Florence	AL	35630	256-764-7644
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	5050 Academy Lane	Bessemer	AL	35022	205-424-5255
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	4711 Norrell Drive	Trussville	AL	35173	205-661-0607
A.N.A., INC/Q.R.C., INC	A.N.A., INC.	1917 Cobbs Ford Road	Prattville	AL	36066	334-361-8899
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	1322 West Walnut Avenue	Dalton	GA	30720	706-278-5776
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	2219 Battlefield Parkway	Ft. Oglethorpe	GA	30742	706-858-6654
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	50 Corbin Center Drive	Corbin	KY	40701	606-528-0465
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	111 Clinton Center Drive	Clinton	MS	39056	601-924-8644
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	885 Barnes Crossing Road	Tupelo	MS	38801	662-840-4009

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	2332 Highway 45 North	Columbus	MS	39705	662-327-3348
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	3703 Hardy Street	Hattiesburg	MS	39402	601-268-9230
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	505 Apache Drive	McComb	MS	39648	601-680-1520
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	1665 Sunset Drive	Grenada	MS	38901	662-226-6222
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	951 Cedar Lake Rd.	Biloxi	MS	39532	228-702-3700
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	715 Memorial Blvd	Picayune	MS	39466	601-273-4755
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	764 Lake Harbour Drive	Ridgeland	MS	39157	601-707-1784
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	350 John R. Junkin Drive	Natchez	MS	39120	(601) 445-9710
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	814 Highway 12 West	Starkville	MS	39759	662-324-3459
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	9319 Highway 49	Gulfport	MS	39503	228-868-8867
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	2389 Lakeland Drive	Flowood	MS	39232	601-939-4060
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	106 US Highway 11 & 80	Meridian	MS	39301	601-693-4420
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	2019 Highway 15 North	Laurel	MS	39440	601-649-1998
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	126 Stribling Lane	Brandon	MS	39042	601-664-3015
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	124 Grandview Blvd.	Madison	MS	39110	601-605-2652
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	5606 Brainerd Road	Chattanooga	TN	37421	423-553-9203
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	2564 Alcoa Highway	Alcoa	TN	37701	865-984-6444
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	261 North Peters Road	Knoxville	TN	37923	865-531-5819

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	1661 East Stone Drive	Kingsport	TN	37660	423-246-6373
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	1213 Oak Ridge Turnpike	Oak Ridge	TN	37830	865-483-1234
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	2342 Shallowford Village Road	Chattanooga	TN	37421	423-499-1999
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	2100 North Roan Street	Johnson City	TN	37601	423-283-0996
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	356 Northgate Mall	Chattanooga	TN	37415	423-875-8353
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	425 Volunteer Parkway	Bristol	TN	37620	423-968-1855
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	207 Collier Drive	Sevierville	TN	37862	865-908-9424
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	401 Market St	Chattanooga	TN	37402	423-826-4996
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	2912 Knoxville Center Drive	Knoxville	TN	37924	865-523-2600
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	5316 Central Avenue	Knoxville	TN	37912	865-689-3300
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	2536 Decatur Pike	Athens	TN	37303	423-745-8986
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	2771 E Andrew Johnson Hwy	Greeneville	TN	37745	423-636-1483
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	168 Paul Huff Parkway NW	Cleveland	TN	37312	423-479-4546
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	2328 W Andrew Johnson Highway	Morristown	TN	37814	423-585-5333
A.N.A., INC/Q.R.C., INC	QUALITY RESTAURANT CONCEPTS, L.L.C.	1010 Overmountain Drive	Elizabethton	TN	37643	423-547-9300
APPLE AB ENTERPRISES, INC.	APPLE AB ENTERPRISES, INC	2846 Broadway	Eureka	CA	95501	707-269-0533
APPLE AB ENTERPRISES, INC.	APPLE AB ENTERPRISES, INC	1201 Airport Park Blvd.	Ukiah	CA	95482	707-462-7010
APPLE AB ENTERPRISES, INC.	APPLE AB ENTERPRISES, INC	220 Antelope Blvd.	Red Bluff	CA	96080	530-527-6164
APPLE AB ENTERPRISES, INC.	APPLE AB ENTERPRISES, INC	2160 Feather River Blvd	Oroville	CA	95965	530-534-4500

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE AB ENTERPRISES, INC.	APPLE AB ENTERPRISES, INC	1801 Hilltop Drive	Redding	CA	96002	530-221-1888
APPLE AB ENTERPRISES, INC.	APPLE AB ENTERPRISES, INC	2030 Business Lane	Chico	CA	95928	530-343-6888
APPLE AB ENTERPRISES, INC.	APPLE AB ENTERPRISES, INC	250 NE Agness Ave.	Grants Pass	OR	97526	541-956-8652
APPLE AB ENTERPRISES, INC.	APPLE AB ENTERPRISES, INC	1388 Biddle Road	Medford	OR	97504	541-770-1188
APPLE AB ENTERPRISES, INC.	APPLE AB ENTERPRISES, INC	3807 SW 21st St.	Redmond	OR	97756	541-923-4777
APPLE AB ENTERPRISES, INC.	APPLE AB ENTERPRISES, INC	2750 Campus Drive	Klamath Falls	OR	97601	541-850-1080
APPLE AB ENTERPRISES, INC.	APPLE AB ENTERPRISES, INC	3197C Highway 97	Bend	OR	97701	541-318-5720
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1627-34 Opelika Road	Auburn	AL	36830	334-887-7747
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	612 Hamric Dr E	Oxford	AL	36203	256-835-2434
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2090 Highway 280/431	Phenix City	AL	36867	334-448-2500
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	5800 Northgate Mall, Suite #8	San Rafael	CA	94903	415-472-1670
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	30980 Dyer Street	Union City	CA	94587	510-324-6300
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	885 Hopper Ave.	Santa Rosa	CA	95403	707-525-0552
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	4808 Dublin Blvd.	Dublin	CA	94568	925-875-0600
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1350 Travis Blvd #Z-5	Fairfield	CA	94533	707-399-0796
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2500 Bell Road	Auburn	CA	95603	530-823-8663
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1000 Tharp Road	Yuba City	CA	95993	530-822-9566
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	674 West Arrow Highway	San Dimas	CA	91773	909-394-7600
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	98 Shaw Avenue	Clovis	CA	93612	559-322-9890
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	21 E. Main Street	Alhambra	CA	91801	626-576-4621
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1753 Research Park Drive	Davis	CA	95616	530-747-0414
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1790 E. Main Street	Woodland	CA	95776	530-668-8282
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	21625 E. Valley Blvd.	Walnut	CA	91789	909-594-1140
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	195 Soscol Ave.	Napa	CA	94559	707-224-0502
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1041 Admiral Callaghan Lane	Vallejo	CA	94591	707-558-0824
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	6900 Auburn Blvd	Citrus Heights	CA	95621	916-721-3550
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	899 East Spring St	Signal Hill	CA	90755	562-426-6723

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APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4935 Graywood Ave	Lakewood	CA	90712	562-531-0980
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2770 Taylor St	San Francisco	CA	94133	415-749-9025
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	610 Palomar St	Chula Vista	CA	91911	619-585-4753
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	892 W Henderson Ave	Porterville	CA	93257	559-788-2031
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	43545 10th St. West	Lancaster	CA	93534	661-863-3878
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	6811 Lonetree Blvd.	Rocklin	CA	95765	916-771-2583
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2800 N. Main Street	Santa Ana	CA	92705	657-212-6701
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	27750 Newport Road	Menifee	CA	92584	951-301-5094
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	621 W. Central Ave	Lompoc	CA	93436	805-735-2141
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1590 Azusa Ave	City of Industry	CA	91748	626-965-6940
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1493 N. Montebello Blvd.	Montebello	CA	90640	323-278-0250
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	32175 Hwy. 79	Temecula	CA	92592	951-506-7852
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2515 W. Florida Ave.	Hemet	CA	92545	951-791-2506
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	573 Grand Avenue	San Marcos	CA	92069	760-744-4328
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1105 S. Green Valley Road	Watsonville	CA	95076	831-728-7272
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3281 Coach Lane	Cameron Park	CA	95682	530-677-8677
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	24872 Madison Avenue	Murrieta	CA	92562	951-894-1846
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	501 Rohnert Park Exressway	Rohnert Park	CA	94928	707-206-0660
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2659 W. March Lane	Stockton	CA	95207	209-952-9330
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	9000 Ming Avenue, Suite M	Bakersfield	CA	93311	661-664-0974
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1369 Fitzgerald Drive	Pinole	CA	94564	510-243-0400
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	43349 Boscell Road	Fremont	CA	94538	510-226-0202
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	8931 Brooks Road South	Windsor	CA	95492	707-836-0642
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	8430 North Friant Road	Fresno	CA	93720	559-261-2331
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	39720 N 10th Street West	Palmdale	CA	93551	661-266-9100
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	377 N. Citrus Ave	Azusa	CA	91702	626-334-5103
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	9255 Winnetka Ave	Chatsworth	CA	91311	818-885-6519
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	291 W. Ventura Blvd	Camarillo	CA	93010	805-445-7160
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1415 S. Bradley	Santa Maria	CA	93454	805-922-6633
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	7007 N Cedar	Fresno	CA	93720	559-322-7144

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APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2114 E Lincoln Ave	Anaheim	CA	92806	(714) 817-7806
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2263 South Shore Center	Alameda	CA	94501	510-522-7071
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1665 West Lacey Blvd	Hanford	CA	93230	559-583-8084
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	160 Nut Tree Parkway	Vacaville	CA	95687	707-452-1167
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	9105 E Stockton Blvd	Elk Grove	CA	95624	916-685-0321
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2170 Golden Centre Lane	Gold River	CA	95670	916-635-1234
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2442 W Kettleman Lane	Lodi	CA	95242	209-369-6657
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	305 Madonna Road	San Luis Obispo	CA	93405	805-782-9088
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2250 Santa Rosa Avenue	Santa Rosa	CA	95407	707-576-0552
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	9241 Monte Vista Avenue	Montclair	CA	91763	909-624-5555
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	24041 Southland Drive	Hayward	CA	94545	510-782-6400
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2819 Ygnacio Valley Road	Walnut Creek	CA	94598	925-930-0130
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1301 N. Davis Road	Salinas	CA	93907	831-757-6682
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	3604 West Shaw	Fresno	CA	93711	559-271-9844
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	5301 Old Redwood Hwy	Petaluma	CA	94954	707-792-0500
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	5325 Avenida De Los Robles	Visalia	CA	93291	559-636-1605
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	107 Fletcher Parkway	El Cajon	CA	92020	619-593-3066
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	9480 East Mira Mesa Blvd.	San Diego	CA	92126	858-578-8280
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	7677 Balboa Avenue	San Diego	CA	92111	858-569-4590
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1216 Auto Park Way	Escondido	CA	92029	760-743-6612
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2508 Jamacha	El Cajon	CA	92019	619-670-7203
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3030 Plaza Bonita Road	National City	CA	91950	619-475-1855
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2146 Vista Way	Oceanside	CA	92054	760-757-5848
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3987 Lake Tahoe Blvd.	South Lake Tahoe	CA	96150	530-544-2113
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	18279 Brookhurst Street	Fountain Valley	CA	92708	714-963-1835
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1238 West Imperial Highway	La Habra	CA	90631	562-690-0779
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4070 E Highland Avenue	Highland	CA	92346	909-425-9020
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2046 W Redlands Blvd	Redlands	CA	92373	909-335-7372
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3820 Mulberry	Riverside	CA	92507	951-369-7447
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	521 N. McKinley	Corona	CA	92879	951-371-1995

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APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3956 Grand Avenue	Chino	CA	91710	909-590-7844
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	10709 Foothill Blvd	Rancho Cucamonga	CA	91730	909-980-3633
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	12044 Amargosa Road	Victorville	CA	92392	760-947-6294
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1021 N. Milliken Ave.	Ontario	CA	91764	909-484-6003
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	12375 Limonite Avenue	Mira Loma	CA	91752	951-360-8537
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	16867 Sierra Lakes Parkway	Fontana	CA	92336	909-854-1003
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	3400 S. Mooney Blvd.	Visalia	CA	93277	559-734-2332
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	5700 Florence Ave	Bell Gardens	CA	90201	323-326-2020
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	12600 Day Street	Moreno Valley	CA	92553	951-413-1418
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	12129 Imperial Highway	Norwalk	CA	90650	562-863-8931
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	19201 Bear Valley Road	Apple Valley	CA	92308	760-240-9195
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2341 Theater Drive	Paso Robles	CA	93446	805-226-2963
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	39139 Farwell Drive	Fremont	CA	94537	510-742-6400
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2737 Hillcrest Avenue	Antioch	CA	94509	925-753-5950
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3601 Truxel Rd.	Sacramento	CA	95833	916-928-8488
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2024 Arden Way	Sacramento	CA	95825	916-564-5296
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	390 Allen Street	Castle Rock	CO	80104	303-814-0230
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	800 S Camino Del Rio	Durango	CO	81301	970-259-5850
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	922 S. 4th Ave.	Brighton	CO	80601	720-685-1095
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	5250 S. Wadsworth Blvd.	Lakewood	CO	80123	303-933-2230
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	14091 E. Iliff Avenue	Aurora	CO	80014	303-745-9897
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	8292 S. University Blvd.	Centennial	CO	80122	303-770-3383
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	4306 South College Avenue	Ft. Collins	CO	80525	970-225-1041
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	410 South Colorado Blvd.	Glendale	CO	80246	303-333-0808
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	4001 W. Northern Ave.	Pueblo	CO	81005	719-564-6090
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	100 West 104th Avenue	Northglenn	CO	80234	303-252-7422

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	9010 N. Wadsworth Parkway	Westminster	CO	80021	303-431-9022
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	6405 W. 120th Avenue	Broomfield	CO	80020	303-466-3848
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	10501 E. Garden Dr.	Aurora	CO	80012	720-748-2617
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	213 East 29th Street	Loveland	CO	80538	970-593-0655
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	297 East 120th Avenue	Thornton	CO	80233	303-451-1414
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	7625 Goddard Street	Colorado Springs	CO	80920	719-535-2799
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	10625 West Colfax	Lakewood	CO	80226	303-462-1782
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	3428 N. Elizabeth	Pueblo	CO	81008	719-542-2598
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	3708 East Galley	Colorado Springs	CO	80909	719-574-5111
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	5265 Wadsworth Bypass	Arvada	CO	80002	303-421-1032
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	711 Horizon Drive	Grand Junction	CO	81506	970-256-0022
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	4100 West 10th Street	Greeley	CO	80634	970-346-9493
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	6428 S. Hwy. 85/87	Fountain	CO	80817	719-391-9000
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1501 Oxbow Drive	Montrose	CO	81401	970-249-1214
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	495 Garden of the Gods Road	Colorado Springs	CO	80907	719-265-6605
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	16485 E. 40th Circle	Aurora	CO	80011	303-371-4114
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	630 Suburban Drive	Newark	DE	19711	302-738-7230
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	105 Wilton Blvd.	New Castle	DE	19720	302-322-8202
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2480 Pulaski Hwy.	Newark	DE	19702	302-836-8700
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4110 S. Dupont Hwy.	Camden	DE	19934	302-697-3033
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1600 Rocky Run Pkwy.	Wilmington	DE	19803	302-479-5207
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4301 Kirkwood Highway	Wilmington	DE	19808	302-995-1328
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	909 N. DuPont Highway	Dover	DE	19901	302-741-2292
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	320 Dove Run Centre Blvd.	Middletown	DE	19709	302-449-0234
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	900 Churchman's Road	Newark	DE	19713	302-454-9277
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	505 N. Belair Road	Evans	GA	30809	706-650-2009

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	3117 Washington Road	Augusta	GA	30907	706-868-5445
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	3229 Gentian Boulevard	Columbus	GA	31907	706-563-6116
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	11120 Abercorn	Savannah	GA	31419	912-920-7966
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	314 Russell Parkway	Warner Robins	GA	31088	478-922-3838
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	6235 Zebulon Road	Macon	GA	31210	478-474-7055
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	4015 Gateway Blvd	Grovetown	GA	30813	706-869-7795
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2125 Windsor Spring Road	Augusta	GA	30906	706-796-0717
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2574 Riverside Drive	Macon	GA	31204	478-741-0050
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	160 Tanger Outlets Pkwy.	Pooler	GA	31322	912-450-1388
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	3652 Eisenhower Pkwy	Macon	GA	31206	478-781-5555
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2513 Airport Thruway	Columbus	GA	31904	706-494-0977
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1492 E. Oglethorpe Hwy.	Flemington	GA	31313	912-369-4909
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	587 Al Henderson Blvd.	Savannah	GA	31419	912-920-9199
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2004 Veterans Blvd	Dublin	GA	31021	478-275-9480
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	100 Valley Drive	Perry	GA	31069	478-988-0076
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	106 Roberson Mill Road	Milledgeville	GA	31061	478-453-8355
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	804 US Highway 80 East	Statesboro	GA	30461	912-489-5656
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	5460 Augusta Road	Garden City	GA	31408	912-966-5030
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1527 Caldwell Blvd.	Nampa	ID	83651	208-461-5330
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1460 N. Eagle Road	Meridian	ID	83642	208-855-0343
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	7025 N. Glenwood Street	Garden City	ID	83714	208-853-2330
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1411 Bench Road	Pocatello	ID	83201	208-637-0135
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1587 Blue Lakes Blvd	Twin Falls	ID	83301	208-735-0230

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	975 University Blvd	Rexburg	ID	83440	208-359-9922
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2810 W. Elder Street	Boise	ID	83705	208-344-5630
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	280 W. Hanley Ave.	Coeur d'Alene	ID	83815	208-762-1000
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	635 N. Utah Avenue	Idaho Falls	ID	83402	208-528-8985
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2235 Thain Grade	Lewiston	ID	83501	208-746-8000
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	105 War Bonnet Drive	Moscow	ID	83843	208-883-4821
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	7845 West Emerald	Boise	ID	83704	208-378-1890
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2 Whittington Drive	Brownsburg	IN	46112	317-858-0291
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1792 N. State St.	Greenfield	IN	46140	317-462-3004
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3326 E. Market Street	Logansport	IN	46947	574-732-1599
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2415 Sagamore Parkway South	Lafayette	IN	47905	765-448-1999
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1251 U.S. 31 North #L-5	Greenwood	IN	46142	317-888-0744
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	5046 West Pike Plaza	Indianapolis	IN	46254	317-290-1940
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1436 West 86th Street	Indianapolis	IN	46260	317-872-4470
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	10655 Pendleton Pike	Indianapolis	IN	46236	317-826-8209
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2432 E. Wabash Street	Frankfort	IN	46041	765-659-2909
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	10325 N. Michigan Rd.	Carmel	IN	46032	317-876-1679
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	10680 Enterprise Drive	Camby	IN	46113	317-821-0890
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1900 East 25th Street	Columbus	IN	47201	812-372-4381
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	11860 N US 31	Edinburgh	IN	46124	812-526-2376
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	874 S. State Road 135	Greenwood	IN	46143	317-885-6631
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3009 Northwestern Avenue	West Lafayette	IN	47906	765-463-0308
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	14711 U. S. 31 North	Carmel	IN	46032	317-571-8780
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2800 East 3rd Street	Bloomington	IN	47401	812-336-9147
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1129 N Baldwin Ave.	Marion	IN	46952	765-664-8613
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1922 E 53rd Street	Anderson	IN	46013	765-642-7763
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3720 South Reed Road	Kokomo	IN	46902	765-455-2090
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1423 McGalliard Road	Muncie	IN	47304	765-284-7008
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	5664 Crawfordsville Road	Speedway	IN	46224	317-247-8222
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	700 N. Morton Street	Franklin	IN	46131	317-736-1991

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	7345 E. Washington Street	Indianapolis	IN	46219	317-375-9007
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	8310 East 96th Street	Fishers	IN	46037	317-570-0803
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2659 E. Main Street	Plainfield	IN	46168	317-838-0650
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1516 S. Washington Street	Crawfordsville	IN	47933	765-361-8711
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	109 S. Memorial Drive	New Castle	IN	47362	765-521-4275
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	6110 E. 82nd Street	Indianapolis	IN	46250	317-577-8250
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	9883 East U.S. 36	Avon	IN	46123	317-209-1692
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	17801 Foundation Drive	Noblesville	IN	46060	317-776-4630
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	101 Lee Blvd	Shelbyville	IN	46176	317-398-1580
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	70 Worcester Providence Turnpike	Millbury	MA	01527	508-581-9270
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	597 Memorial Drive	Chicopee	MA	01020	413-593-0134
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	800 Cape Highway	Raynham	MA	02767	508-823-1126
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	990 Providence Hwy.	Walpole	MA	02081	508-660-7628
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	225 Whiting Farm Road	Holyoke	MA	01040	(413) 536-1082
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	10004 Shops Way	Northborough	MA	01532	(508) 466-8702
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	85 Main St.	Tewksbury	MA	01876	978-858-0418
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	251 N Main St	Leominster	MA	01453	978-466-9223
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	100 Westgate Center Dr	Hadley	MA	01035	413-253-5799
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	555 Hubbard Ave	Pittsfield	MA	01201	413-499-5157
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	105 Highland Avenue	Seekonk	MA	02771	508-336-6412
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	91 Medway Rd #1	Milford	MA	01757	508-478-9523
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	441 E. Main Street	Westfield	MA	01085	413-564-0343
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	900 S. Washington Street	North Attleboro	MA	02760	508-643-4660
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	50 Independence Way	Danvers	MA	01923	978-777-5447
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	680 Southbridge St.	Auburn	MA	01501	508-721-7817
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	632 Park Ave.	Worcester	MA	01603	508-363-3032

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	222 Washington Street	Hudson	MA	01749	978-567-1997
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	120 Charlton Rd.	Sturbridge	MA	01566	508-347-0174
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	200 Hancock Street	Quincy	MA	02171	617-328-9443
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	141 Mohawk Trail	Greenfield	MA	01301	413-772-0079
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	214 Broadway	Saugus	MA	01906	781-231-0137
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2 Elm St.	Woburn	MA	01801	781-933-3079
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	56 Plaistow Road	Haverhill	MA	01830	978-556-9437
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	311 Plymouth Avenue	Fall River	MA	02721	508-675-1110
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	11A Allstate Road	Dorchester	MA	02125	617-442-7139
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	500 State Road	North Dartmouth	MA	02747	508-997-3957
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	50 Drum Hill Rd.	Chelmsford	MA	01824	978-452-2546
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1349 Boston Road	Springfield	MA	01119	413-796-8183
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1591 Main St	Oxford	ME	04270	207-743-2176
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	550 Alfred Street	Biddeford	ME	04005	207-282-8603
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1 Amato Drive	Windham	ME	04062	207-892-3574
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	11 Gurnet Road	Brunswick	ME	04011	207-721-9920
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	599 Center Street	Auburn	ME	04210	207-784-3986
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	718 Hogan Road	Bangor	ME	04401	207-990-5945
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1072 Brighton Avenue	Portland	ME	04102	207-791-2810
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	251 Kennedy Memorial Drive	Waterville	ME	04901	207-872-6702
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	200 Running Hill Rd	South Portland	ME	04106	207-879-9155
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	136 Western Ave	Augusta	ME	04330	207-623-8255
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1364 Main Street	Sanford	ME	04073	207-324-5259

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APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	194 New County Road	Thomaston	ME	04861	207-594-7078
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	8312 State Hwy 7	St. Louis Park	MN	55426	952-933-6701
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	125 Balsam Street North	Cambridge	MN	55008	763-689-9600
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	21753 S. Diamond Lake Road	Rogers	MN	55374	763-428-4065
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	10150 Hudson Road	Woodbury	MN	55129	651-739-9520
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1370 Babcock Blvd.	DeLano	MN	55328	763-972-9992
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1405 Hwy. 33 South	Cloquet	MN	55720	218-879-4790
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	15015 Cimarron Ave.	Rosemount	MN	55068	651-423-0544
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2800 39th Ave. N.E.	Saint Anthony	MN	55421	612-781-5274
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	5277 Central Ave. NE	Fridley	MN	55421	763-571-8501
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1753 Robert St. South	West Saint Paul	MN	55118	651-457-0530
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	199 Northtown Drive NE	Blaine	MN	55434	763-784-8086
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2740 Bridge Ave.	Albert Lea	MN	56007	507-373-0380
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4345 Pheasant Ridge Rd #202	Blaine	MN	55449	763-786-2677
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1909 Paul Bunyan Dr NW	Bemidji	MN	56601	218-444-2038
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	15240 Dellwood	Baxter	MN	56425	218-833-1400
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2433 Hwy. 3 South	Northfield	MN	55057	507-645-8955
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	8380 E Point Douglas Rd S	Cottage Grove	MN	55016	651-458-5837
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2840 S. Hwy. 169	Grand Rapids	MN	55744	218-326-8878
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	615 Washington Ave. S.E.	Minneapolis	MN	55414	612-378-3740
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	156 Tyler Rd N	Red Wing	MN	55066	651-388-3388
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	18404 Kenrick Ave.	Lakeville	MN	55044	952-892-1991
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	410 20th South Street	New Ulm	MN	56073	507-359-2775
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	14425 Hwy. 13	Savage	MN	55378	952-226-5891
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	7901 1/2 Southtown Center	Bloomington	MN	55420	952-881-8845
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2152 Burnsville Center	Burnsville	MN	55306	952-435-2545
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4203 Winnetka Avenue North	New Hope	MN	55428	763-533-1870
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	8421 Joiner Way	Eden Prairie	MN	55344	952-942-7993
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	7901 Brooklyn Blvd	Brooklyn Park	MN	55445	763-424-2730
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	7250 Valley Creek Plaza	Woodbury	MN	55125	651-731-8321
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	320 Apache Mall	Rochester	MN	55902	507-252-0155
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1335 Town Centre Drive	Eagan	MN	55123	651-686-7022
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1600 Miller Trunk Hwy	Duluth	MN	55811	218-723-1253

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APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1900 Adams Street	Mankato	MN	56001	507-386-1010
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1018 Meadowlands Dr	Saint Paul	MN	55127	651-429-9789
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4190 West Division Street	Saint Cloud	MN	56301	320-251-8686
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3470 129th Avenue N. W.	Coon Rapids	MN	55448	763-576-9267
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	13625 60th Street North	Oak Park Heights	MN	55082	651-439-8116
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	14400 Weaver Lake Road	Maple Grove	MN	55311	763-494-3289
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	690 W. Bridge Street	Owatonna	MN	55060	507-451-0006
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2000 Vermillion	Hastings	MN	55033	651-438-8604
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	590 West 79th Street	Chanhassen	MN	55317	952-949-9190
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1893 W Highway 36	Roseville	MN	55113	651-697-0648
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	18891 Freeport St NW	Elk River	MN	55330	763-441-8301
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	5855 Blaine Avenue	Inver Grove Heights	MN	55076	651-451-9029
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	9601 Lyndale Avenue	Bloomington	MN	55420	952-948-0010
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3500 Vicksburg LN STE 100	Plymouth	MN	55447	763-553-1776
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1404 18th Avenue, NW	Austin	MN	55912	507-433-4240
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1305 Highway 15 South	Hutchinson	MN	55350	320-587-2331
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	14678 Cedar Avenue	Apple Valley	MN	55124	952-997-3919
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1510 E. College Drive	Marshall	MN	56258	507-532-0080
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1400 Brookdale Mall	Brooklyn Center	MN	55430	763-566-1003
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2901 S. 1st. Street	Willmar	MN	56201	320-214-8816
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1006 Hwy. 55	Buffalo	MN	55313	763-682-2326
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1568 Vierling Drive	Shakopee	MN	55379	952-233-3400
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3794 Marketplace Dr NW	Rochester	MN	55901	507-280-6626
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	335 12th Street SW	Forest Lake	MN	55025	651-464-6778
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	9386 Deegan Avenue	Monticello	MN	55362	763-295-6337
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	582 Meadow Street	Littleton	NH	03561	603-444-1796
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	7 Fresh River Road	Epping	NH	03042	603-679-2327
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	75 Laconia Rd	Tilton	NH	03276	603-286-8844
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	280 Plainfield Road	West Lebanon	NH	03784	603-298-8608
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	542 Lafayette Road	Seabrook	NH	03874	603-474-2009
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1273 Hooksett Road	Hooksett	NH	03106	603-627-3000

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APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	232 Indian Brook Dr.	Dover	NH	03820	603-742-5707
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	379 Amherst St	Nashua	NH	03063	603-886-9292
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	581 2nd St Shops	Manchester	NH	03102	603-641-1000
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	Main Street at Settlers Green	North Conway	NH	03860	603-356-9600
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	260 Loudon Rd	Concord	NH	03301	603-224-6600
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	14 Manchester Rd	Derry	NH	03038	603-432-5600
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1464 Woodbury Avenue	Portsmouth	NH	03801	603-433-7400
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	40 Key Road	Keene	NH	03431	603-355-6300
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3800 Black Horse Pike	Turnersville	NJ	08012	856-740-3610
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2018 Burlington / Mt. Holly Ro	Westampton	NJ	08060	609-265-1616
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	47 S. White Horse Pike	Hammonton	NJ	08037	609-704-8001
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	108 Haddonfield Rd.	Cherry Hill	NJ	08002	856-663-5008
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1830 S. Black Horse Pike	Monroe Township	NJ	08094	856-318-1411
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1102 Route 73 South	Mt Laurel	NJ	08054	856-581-0116
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	129 N. Michigan Ave.	Atlantic City	NJ	08401	609-345-7323
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1639 Center Square Road	Swedesboro	NJ	08085	856-467-4156
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	700 Consumers Sq	Mays Landing	NJ	08330	609-383-9290
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	455 Cross Keys Road	Sicklerville	NJ	08081	856-728-8874
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	51 Bethel Road	Somers Point	NJ	08244	609-653-2270
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	711 Evesham Rd., Suites 6-7	Somerdale	NJ	08083	856-627-7193
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	880 Berlin Road	Voorhees	NJ	08043	856-627-6667
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	610 West Nicholson Road	Audubon	NJ	08106	856-547-9000
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	419 North Broadway	Pennsville	NJ	08070	856-299-7100
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3849 South Delsea Drive	Vineland	NJ	08360	856-825-3435
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1850 Deptford Center Rd.	Deptford	NJ	08096	856-232-0093
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1355 S. White Sands Blvd.	Alamogordo	NM	88310	575-434-2616
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1330 W. Joe Harvey Blvd.	Hobbs	NM	88240	575-392-7457
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1540 Main St	Los Lunas	NM	87031	505-865-4748

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1560 W. Maloney Ave.	Gallup	NM	87301	505-726-0401
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	4100 Ridgerock Road SE	Rio Rancho	NM	87124	505-994-3900
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	4246 Cerrillos Road	Santa Fe	NM	87505	505-473-7551
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	4601-D East Main Street	Farmington	NM	87402	505-599-0998
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	135 E. Highway 550	Bernalillo	NM	87004	(505) 867-2936
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2212 North Main	Roswell	NM	88201	575-627-9606
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	516 E. Llano Estacado Blvd.	Clovis	NM	88101	575-742-1144
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4605 W. Charleston Blvd.	Las Vegas	NV	89102	702-870-5973
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	693 North McCarran Blvd.	Sparks	NV	89431	775-358-5811
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	500 North Nellis Blvd.	Las Vegas	NV	89110	702-452-7155
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	699 N Stephanie St	Henderson	NV	89014	702-433-6339
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3340 South Maryland	Las Vegas	NV	89109	702-737-4990
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3300 S Carson Street	Carson City	NV	89701	775-882-0222
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3501 South Rainbow	Las Vegas	NV	89103	702-220-3070
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2070 N Rainbow Blvd	Las Vegas	NV	89108	702-648-1065
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4805 Kietzke Lane	Reno	NV	89509	775-825-2800
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	820 E. Warm Springs Road	Las Vegas	NV	89119	702-837-8733
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1635 W. Craig Road	North Las Vegas	NV	89032	702-657-6483
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	10305 S. Eastern Ave.	Henderson	NV	89052	702-990-8646
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	8730 W. Charleston Blvd.	Las Vegas	NV	89117	702-946-6104
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	5010 S. Fort Apache Road	Las Vegas	NV	89148	702-221-1061
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	80 Centre Drive	Plattsburgh	NY	12901	518-566-9607
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2897 S. Arlington Road	Akron	OH	44312	330-644-5303
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	32 Massillon Marketplace Dr. SW	Massillon	OH	44647	330-834-9776
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2600 W. State St.	Alliance	OH	44601	330-829-1700
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2250 Claremont Ave.	Ashland	OH	44805	419-207-9088
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3241 North Ridge Road East	Ashtabula	OH	44004	440-998-1411
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1200 State Rt. 303	Streetsboro	OH	44241	330-422-1560
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	5658 Mayfield Road	Lyndhurst	OH	44124	440-646-1540
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	508 Howe Avenue	Cuyahoga Falls	OH	44221	330-928-1500

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	5010 Great Northern Plaza South	North Olmsted	OH	44070	440-779-0200
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	6871 Pearl Road	Middleburg Heights	OH	44130	440-845-8900
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4981 Dressler Road	North Canton	OH	44718	330-492-3900
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4191 Rockside Rd.	Independence	OH	44131	216-328-0376
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	14020 Cedar Road	University Heights	OH	44118	216-382-0941
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3989 Burbank Road	Wooster	OH	44691	330-345-8900
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	35055 Maple Grove Rd	Willoughby	OH	44094	440-942-8740
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3528 Hudson Dr.	Stow	OH	44224	330-926-1096
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1421 Town Center Blvd.	Brunswick	OH	44212	330-220-6189
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1020 High Street	Wadsworth	OH	44281	330-335-6767
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3401 Steelyard Drive	Cleveland	OH	44109	216-661-3756
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4320 Leavitt Road	Lorain	OH	44053	440-282-4442
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	9225 Vista Way	Garfield Heights	OH	44125	216-663-4830
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	9174 Mentor Avenue	Mentor	OH	44060	440-974-3777
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	7159 Macedonia Commons Blvd	Macedonia	OH	44056	330-467-3600
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4800 Ridge Road - RPS	Brooklyn	OH	44144	216-351-9001
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	5503 Milan Road	Sandusky	OH	44870	419-627-2777
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1023 N. Lexington-Springmill Rd.	Mansfield	OH	44906	419-747-5300
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1540 West River Road, North	Elyria	OH	44035	440-324-1700
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	17771 Southpark Center	Strongsville	OH	44136	440-572-5292
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4115 Pearl Road	Medina	OH	44256	330-723-2311
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	411 Northfield Road	Bedford	OH	44146	440-232-7557
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3938 Medina Rd.	Akron	OH	44333	330-666-2261
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4296 Kent Road	Stow	OH	44224	330-688-6818
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	233 Graff Road SE	New Philadelphia	OH	44663	330-308-5530
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	35916 Detroit Road	Avon	OH	44011	440-937-3081
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	220 Tallmadge Road	Kent	OH	44240	330-673-2406
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	20705 Center Ridge Road	Fairview Park	OH	44116	440-333-5900
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	145 Stander Avenue	Mansfield	OH	44903	419-756-9303
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2755 NW Edenbower Blvd.	Roseburg	OR	97470	541-440-6712
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	3026 Gateway Street	Springfield	OR	97477	541-744-1364
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1220 N.W. 185th Avenue	Beaverton	OR	97008	503-690-8040

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	8559 Tualatin-Sherwood	Tualatin	OR	97062	503-885-0615
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	5070 Commercial St. S.E.	Salem	OR	97306	503-364-1775
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	6325 S.W. Meadows Road	Lake Oswego	OR	97034	503-968-8040
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	489 N.W. Burnside Road	Gresham	OR	97030	503-666-2603
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	10172 SE 82nd Ave	Portland	OR	97086	503-775-7770
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	15640 SE Happy Valley Town Center Drive	Clackamas	OR	97086	503-658-6700
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2300 W 11th Avenue	Eugene	OR	97402	541-338-7121
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1915 NE Four Acre Place	Corvallis	OR	97330	541-758-2204
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	747 Lancaster Drive, N.E.	Salem	OR	97301	503-581-8040
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1439 N. E. Halsey	Portland	OR	97232	503-284-8040
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	10004 NE Halsey	Portland	OR	97220	503-408-8088
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1525 SE Geary St	Albany	OR	97322	541-928-9595
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2625 Liberty Street NE	Salem	OR	97303	503-365-0372
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	6570 Rt.60 Steubenville Pike	Pittsburgh	PA	15205	412-494-9331
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1004 Trinity Circle	Washington	PA	15301	724-229-7020
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1685 Route 228	Cranberry Twp	PA	16066	724-742-8668
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2101 Greentree Road	Pittsburgh	PA	15220	412-276-9166
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2045 Lebanon Church Road	Pittsburgh	PA	15122	412-653-9437
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4801 McKnight Road	Pittsburgh	PA	15237	412-369-8418
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1601 South Braddock Avenue	Pittsburgh	PA	15218	412-731-9782
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	12 Colonnade Way	State College	PA	16803	814-235-3890
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4039 Washington Road	McMurray	PA	15317	724-942-4870
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4920 William Penn Highway	Murrysville	PA	15668	724-733-3976
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	5290 Route 30	Greensburg	PA	15601	724-834-2825
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	222 Jamesway Rd.	Ebensburg	PA	15931	814-472-4239
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3300 Wilmington Road	New Castle	PA	16105	724-598-6280
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	5580 Goods Lanes, Suite 221	Altoona	PA	16602	814-941-7171
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	102 Walmart Drive	Uniontown	PA	15401	724-434-2501

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APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	110 Countryside Plaza	Mt. Pleasant	PA	15666	724-547-6102
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	525 Grandview Crossing Drive	Gibsonia	PA	15044	724-449-3222
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1050 Village Center Drive	Tarentum	PA	15084	724-274-5019
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	977 Magill Drive	North Huntingdon	PA	15642	724-863-2053
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	500 Butler Crossing	Butler	PA	16001	724-256-8782
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3440 William Penn Highway	Pittsburgh	PA	15235	412-823-3363
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	425 Galleria Drive	Johnstown	PA	15904	814-269-4500
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	850 Chippewa Town Centre Drive	Beaver Falls	PA	15010	724-847-2660
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3944 Brodhead Road	Monaca	PA	15061	724-728-0751
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	22296 State Highway 68	Clarion	PA	16214	814-226-7590
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	224 Post Road	Westerly	RI	02891	401-322-2045
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	446 Putnam Pike	Smithfield	RI	02828	401-949-1044
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	349 West Main Road	Middletown	RI	02842	401-849-5676
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	830 Centre of New England Blvd	Coventry	RI	02816	401-826-0057
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	15 South County Commons Way	South Kingstown	RI	02879	401-782-4578
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	24 Midway Road	Cranston	RI	02920	401-943-4424
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	300 Quaker Ln	Warwick	RI	02886	401-823-8181
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1855 Diamond Hill Rd	Woonsocket	RI	02895	401-767-1010
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	155 Dorset St	Burlington	VT	05403	802-862-2818
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	225 Woodstock Avenue	Rutland	VT	05701	802-747-7700
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	213 Paine Turnpike N.	Berlin	VT	05602	802-229-2223
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3520 Factoria Blvd. SE	Bellevue	WA	98006	425-603-0099
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	525 Sleater Kinney Road SE	Lacey	WA	98503	360-491-9400
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	5111 NE 112th Ave	Vancouver	WA	98682	360-253-2296
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	816 NE 98th Circle	Vancouver	WA	98665	360-573-2188
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1069 E. Sunset Dr.	Bellingham	WA	98226	360-671-6000
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	9634 N. Newport Hwy.	Spokane	WA	99208	509-464-1388

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4626 196th Street, S.W.	Lynnwood	WA	98036	425-672-2626
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	43 Columbia Point Drive	Richland	WA	99352	509-942-1513
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	13856 Bel Red Road	Bellevue	WA	98005	425-603-9696
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	188 Cascade Mall Drive	Burlington	WA	98233	360-757-1414
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3819 Bridgeport Way W	University Place	WA	98466	253-566-5968
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	4827 Point Fosdick Drive NW	Gig Harbor	WA	98335	253-858-1872
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	22916 Bothell-Everett Hwy.	Bothell	WA	98021	425-488-7755
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	17024 S.E. 272nd Street	Covington	WA	98042	253-856-1900
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1670 NW Louisiana Ave.	Chehalis	WA	98532	360-748-1800
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	400 Triangle Center	Longview	WA	98632	360-414-8989
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1505 E. Washington Ave.	Union Gap	WA	98903	509-469-2114
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	10407 Gravelly Lake Dr.	Lakewood	WA	98499	253-983-8884
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	130 River Road	Sequim	WA	98382	360-683-9090
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	9430 192nd Street East	Bonney Lake	WA	98391	253-299-6464
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1300A N Miller St	Wenatchee	WA	98801	509-667-0707
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3138 NW Randall Way	Silverdale	WA	98383	360-308-8000
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	5710 134th Place SE	Everett	WA	98208	425-337-6242
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	13006 NE HWY 99	Vancouver	WA	98686	360-574-8004
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	25442 104Th Ave Se	Kent	WA	98030	253-520-3888
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1801 S. 320th Ave	Federal Way	WA	98003	253-839-2828
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3510 South Meridian	Puyallup	WA	98373	253-840-4000
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	806 S E Everett Mall Way	Everett	WA	98208	425-514-8300
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	17790 Southcenter Parkway	Tukwila	WA	98188	206-575-4700
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	12217 East Mission Ave	Spokane	WA	99206	509-928-2494
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1919 South 72nd Street	Tacoma	WA	98408	253-471-1900
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	606 N Columbia Center Blvd	Kennewick	WA	99336	509-783-0300
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	12717 SE 2nd Circle	Vancouver	WA	98684	360-944-8088
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2007 E. 29th Street	Spokane	WA	99203	509-535-4400
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	31810 State Route 20	Oak Harbor	WA	98277	360-679-6100
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1441 D Street NE	Auburn	WA	98002	253-804-6800

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APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	1604 Plaza Way	Walla Walla	WA	99362	509-526-0075
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3702 88th Street NE	Marysville	WA	98270	360-651-6600
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2500 Capitol Mall Dr SW	Olympia	WA	98502	360-352-8500
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	5305 Road 68	Pasco	WA	99301	509-543-7855
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	375 S Grady Way	Renton	WA	98056	425-687-1200
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	16518 Meridian E	Puyallup	WA	98375	253-770-7300
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2901 Decker Dr.	Rice Lake	WI	54868	715-736-0500
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	3605 Tower Ave.	Superior	WI	54880	715-395-8460
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2303 State Hwy 25 N	Menomonie	WI	54751	715-233-3036
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	2201 Coulee Rd.	Hudson	WI	54016	715-377-0741
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1065 Van Voorhis Road	Morgantown	WV	26505	304-599-3733
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	25 Southland Drive	Fairmont	WV	26554	304-366-4411
APPLE ARKANSAS, INC.	APPLE ARKANSAS, INC.	2133 N. West Ave.	El Dorado	AR	71730	870-881-9600
APPLE ARKANSAS, INC.	APPLE ARKANSAS, INC.	6818 Rogers Avenue	Ft. Smith	AR	72903	479-452-4112
APPLE ARKANSAS, INC.	APPLE ARKANSAS, INC.	4078 N. College	Fayetteville	AR	72703	479-442-8841
APPLE ARKANSAS, INC.	APPLE ARKANSAS, INC.	3953 W. Sunset Avenue	Springdale	AR	72762	479-751-9844
APPLE ARKANSAS, INC.	APPLE ARKANSAS, INC.	4911 Pecanland Mall Drive	Monroe	LA	71203	318-398-7319
APPLE ARKANSAS, INC.	APPLE ARKANSAS, INC.	9088 Mansfield Road	Shreveport	LA	71118	318-688-7235
APPLE ARKANSAS, INC.	APPLE ARKANSAS, INC.	1517 E Bert Kouns Industrial Loop	Shreveport	LA	71105	318-795-9595
APPLE ARKANSAS, INC.	APPLE ARKANSAS, INC.	2126 Airline Drive	Bossier City	LA	71111	318-742-5484
APPLE ARKANSAS, INC.	APPLE ARKANSAS, INC.	297 N Service Road E	Ruston	LA	71270	318-255-5254
APPLE ARKANSAS, INC.	APPLE ARKANSAS, INC.	5110 Summerhill Road	Texarkana	TX	75503	903-792-9476
APPLE ARKANSAS, INC.	APPLE ARKANSAS, INC.	2300 Greenhill Road	Mt. Pleasant	TX	75455	903-577-7234
APPLE ARKANSAS, INC.	APPLE ARKANSAS, INC.	2305 East End Blvd, South	Marshall	TX	75672	903-938-8180
APPLE ARKANSAS, INC.	APPLE ARKANSAS, INC.	4375 Dowlen Road	Beaumont	TX	77706	409-347-0199
APPLE BY THE BAY, INC-CASELLI	Apple Gilroy, Inc.	3060 N. Naglee Road	Tracy	CA	95304	209-834-0360
APPLE BY THE BAY, INC-CASELLI	Apple Gilroy, Inc.	555 Saratoga Ave.	San Jose	CA	95129	408-446-8370
APPLE BY THE BAY, INC-CASELLI	Apple Gilroy, Inc.	851 Sanguinetti Road	Sonora	CA	95370	209-533-9670
APPLE BY THE BAY, INC-CASELLI	Apple Gilroy, Inc.	1272 E. Yosemite Ave.	Manteca	CA	95336	209-824-4499
APPLE BY THE BAY, INC-CASELLI	Apple Gilroy, Inc.	820 Commerce Ave	Atwater	CA	95301	209-358-2191

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APPLE BY THE BAY, INC-CASELLI	APPLE BY THE BAY, INC-CASELLI	1135 Veterans Blvd	Redwood City	CA	94063	650-364-6849
APPLE BY THE BAY, INC-CASELLI	Apple Gilroy, Inc.	1734 W. Olive Ave.	Merced	CA	95348	209-724-9930
APPLE BY THE BAY, INC-CASELLI	Apple Gilroy, Inc.	51 Curtner Ave	SAN JOSE	CA	95125	408-295-7150
APPLE BY THE BAY, INC-CASELLI	APPLE BY THE BAY, INC-CASELLI	8200 Arroyo Circle	Gilroy	CA	95020	408-848-5600
APPLE BY THE BAY, INC-CASELLI	APPLE BY THE BAY, INC-CASELLI	84 Ranch Drive	Milpitas	CA	95035	408-263-3939
APPLE BY THE BAY, INC-CASELLI	Apple Gilroy, Inc.	3900 Sisk Road	Modesto	CA	95356	209-545-1046
APPLE BY THE BAY, INC-CASELLI	Apple Gilroy, Inc.	2449 Claribel Road	Riverbank	CA	95367	209-863-9780
APPLE BY THE BAY, INC-CASELLI	Apple Gilroy, Inc.	2501 Fulkerth Road	Turlock	CA	95380	209-656-7441
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	528 N 47th Street	Rogers	AR	72756	479-936-8989
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	3569 N. Vermilion St.	Danville	IL	61832	217-446-4182
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	609 Kimmell Rd.	Vincennes	IN	47591	812-882-4333
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	4223 Mannheim Road	Jasper	IN	47546	812-481-2838
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	1950 Fort Harrison Road	Terre Haute	IN	47804	812-466-6535
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	1820 W. Broadway	Princeton	IN	47670	812-386-8426
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	5100 E. Morgan	Evansville	IN	47715	812-471-0942
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	5727 Pearl Drive	Evansville	IN	47712	812-426-2006
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	2506 S. 3rd. Street	Terre Haute	IN	47802	812-232-2661
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	2802 N. Broadway Street	Pittsburg	KS	66762	620-231-3331
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	1301 Kansas Drive	Paola	KS	66071	913-294-2702
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	11000 Metcalf Ave	Overland Park	KS	66210	913-661-0441
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	12242 W. 95th Street	Lenexa	KS	66215	913-541-4004
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	11500 West 63rd Street	Shawnee	KS	66203	913-962-1133
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	2520 South Iowa	Lawrence	KS	66046	785-832-8338
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	2912 S. Fourth Street	Leavenworth	KS	66048	913-758-1010
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	16110 W. 135th Street	Olathe	KS	66062	913-764-5533
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	6800 Johnson Drive	Mission	KS	66202	913-362-0520
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	7901 West 151st. Street	Overland Park	KS	66223	913-814-0031
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	2340 S. Oak Street	Ottawa	KS	66067	785-242-2297
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	3900 W. 6th Street	Lawrence	KS	66049	785-312-9856
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	1700 Village West Parkway	Kansas City	KS	66109	913-788-9421

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	3404 Rainbow Blvd.	Kansas City	KS	66103	913-236-4224
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	1950 US Hwy. 41 North	Henderson	KY	42420	270-826-9427
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	5120 Frederica	Owensboro	KY	42301	270-926-3472
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	1475 Chelsa Drive	Madisonville	KY	42431	270-825-8866
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	380 S Jefferson	Lebanon	MO	65536	417-532-0808
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	412 N Old Wilderness Rd.	Nixa	MO	65714	417-724-2100
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	1855 East Primrose Ave.	Springfield	MO	65804	417-883-4700
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	2010 I-70 Drive SW	Columbia	MO	65203	573-445-5759
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	700 S. Kansas Ave.	Clinton	MO	64735	660-885-7414
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	1010 E. North Avenue	Belton	MO	64012	816-318-9003
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	4040 Highway 54	Osage Beach	MO	65065	573-348-9595
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	2601 East Broadway	Columbia	MO	65201	573-442-3640
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	9330 East 350 Highway	Raytown	MO	64133	816-356-1055
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	1251 S. Cherokee Drive	Marshall	MO	65340	660-886-2749
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	1836 W 76 Country Blvd	Branson	MO	65616	417-336-5053
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	2825 East 32nd Street	Joplin	MO	64804	417-659-8686
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	2319 Missouri Blvd.	Jefferson City	MO	65109	573-636-6368
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	6069 Antioch	Gladstone	MO	64119	816-455-0880
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	2035 Independence Center #2114	Independence	MO	64057	816-795-7799
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	6530 N.W. Barry Road	Kansas City	MO	64154	816-746-0074
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	1100 North 7 Highway	Blue Springs	MO	64014	816-228-4338
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	701 Melody Lane	Lee's Summit	MO	64063	816-525-8584
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	12416 S US Highway 71	Grandview	MO	64030	816-765-0606
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	3320 West Broadway	Sedalia	MO	65301	660-827-9910
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	8350 N. Church Road	Kansas City	MO	64158	816-415-9929
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	2401 Rock Haven Road	Harrisonville	MO	64701	816-887-2288
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	255 E. Cooper	Warrensburg	MO	64093	660-747-1683
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	1501 N.E. Douglas Street	Lees Summit	MO	64086	816-246-6188
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	13201 State Line Rd.	Kansas City	MO	64145	816-943-8427
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	2301 Vintage Court	Excelsior Springs	MO	64024	816-637-2498
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	4181 Sterling Avenue	Kansas City	MO	64133	816-356-4171
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	500 Business 36	Chillicothe	MO	64601	660-707-1222
APPLE CENTRAL GROUP	APPLE CENTRAL, LLC	2430 N Glenstone Ave.	Springfield	MO	65803	417-863-2200

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	1100 East 16th Street	Yuma	AZ	85365	928-782-7474
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	3101 South Fourth Avenue	Yuma	AZ	85364	928-344-3374
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	11274 S. Fortuna Road	Yuma	AZ	85367	928-305-9200
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	71740 Hwy. 111	Rancho Mirage	CA	92270	760-674-0761
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	2505 Scaroni Rd.	Calexico	CA	92231	760-768-1649
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	74999 Frank Sinatra Dr.	Palm Desert	CA	92211	760-346-5722
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	2421 N. Cottonwood	El Centro	CA	92243	760-353-8311
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	32400 Date Palm Drive	Cathedral City	CA	92234	760-324-6911
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	45305 Seeley Drive	La Quinta	CA	92253	760-345-9222
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	82894 Highway 111	Indio	CA	92201	760-342-4149
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	1585 E 6th Street	Beaumont	CA	92223	951-845-3638
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	57796 29 Palms Hwy	Yucca Valley	CA	92284	760-365-2900
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	605 Kennedy Park Road	Fergus Falls	MN	56537	218-998-4745
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	6 26th Street West	Williston	ND	58801	701-572-4769
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	3200 North 14th Street	Bismarck	ND	58501	701-255-0200
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	2302 15th Street,S.W.	Minot	ND	58701	701-839-2130
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	434 South 3rd	Bismarck	ND	58504	701-222-1018
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	611 25th Street S.W.	Jamestown	ND	58401	701-952-7753
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	2851 S. Columbia Road	Grand Forks	ND	58201	701-795-5688
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	509 Hwy 2 East	Devils Lake	ND	58301	701-544-1444
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	2800 13th Avenue, S W	Fargo	ND	58103	701-232-4100
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	2350 45th Street South	Fargo	ND	58104	701-356-9495
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	2001 16th Street N.	Fargo	ND	58102	701-293-0249

Franchise Group (Developer)	**Restaurant Legal Entity**	**Address**	**City**	**State**	**Zip Code**	**Phone Number**
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	289 15th Street, West	Dickinson	ND	58601	701-227-8573
APPLE CORE ENTERPRISES, INC	APPLE CORE ENTERPRISES, INC.	1640 E. 13th Ave	Fargo	ND	58078	701-433-0114
APPLE CORPS, L.P.	APPLE CORPS, L.P.	3741 8th Street SW	Altoona	IA	50009	515-967-8646
APPLE CORPS, L.P.	APPLE CORPS, L.P.	2645 Edgewood Road	Cedar Rapids	IA	52404	319-396-6767
APPLE CORPS, L.P.	APPLE CORPS, L.P.	1303 Vaughn Drive	Ottumwa	IA	52501	641-683-1711
APPLE CORPS, L.P.	APPLE CORPS, L.P.	105 Chestnut	Ames	IA	50010	515-233-6452
APPLE CORPS, L.P.	APPLE CORPS, L.P.	6301 University Avenue	Cedar Falls	IA	50613	319-266-8646
APPLE CORPS, L.P.	APPLE CORPS, L.P.	2780 Crossroads Blvd.	Waterloo	IA	50702	319-287-4700
APPLE CORPS, L.P.	APPLE CORPS, L.P.	3838 Elmore Avenue	Davenport	IA	52807	563-355-9643
APPLE CORPS, L.P.	APPLE CORPS, L.P.	11410 Forest Road	Clive	IA	50325	515-633-8646
APPLE CORPS, L.P.	APPLE CORPS, L.P.	200 12th Avenue Center	Coralville	IA	52241	319-358-1986
APPLE CORPS, L.P.	APPLE CORPS, L.P.	1600 Washington St	Pella	IA	50219	641-620-8646
APPLE CORPS, L.P.	APPLE CORPS, L.P.	6301 S E 14th Street	Des Moines	IA	50320	515-974-8646
APPLE CORPS, L.P.	APPLE CORPS, L.P.	303 Collins Road N.E.	Cedar Rapids	IA	52402	319-393-9595
APPLE CORPS, L.P.	APPLE CORPS, L.P.	3900 Merle Hay Road	Des Moines	IA	50310	515-251-8646
APPLE CORPS, L.P.	APPLE CORPS, L.P.	1001 E. First Street	Ankeny	IA	50021	515-965-3444
APPLE CORPS, L.P.	APPLE CORPS, L.P.	3101 S. Center Street	Marshalltown	IA	50158	641-753-7755
APPLE CORPS, L.P.	APPLE CORPS, L.P.	2810 5TH AVENUE SOUTH	Fort Dodge	IA	50501	515-576-7881
APPLE CORPS, L.P.	APPLE CORPS, L.P.	2414 Lincoln Way	Clinton	IA	52732	563-242-8646
APPLE CORPS, L.P.	APPLE CORPS, L.P.	3006 Fourth Street SW	Mason City	IA	50401	641-424-0026
APPLE CORPS, L.P.	APPLE CORPS, L.P.	306 Cleveland St.	Muscatine	IA	52761	563-262-0215
APPLE CORPS, L.P.	APPLE CORPS, L.P.	3005 W. Kimberly Road	Davenport	IA	52806	563-445-8646
APPLE CORPS, L.P.	APPLE CORPS, L.P.	6190 Mills Civic Parkway	W. Des Moines	IA	50266	515-225-8646
APPLE CORPS, L.P.	APPLE CORPS, L.P.	2500 4th Street SW	Waverly	IA	50677	319-352-9240
APPLE CORPS, L.P.	APPLE CORPS, L.P.	1395 Associates Drive	Dubuque	IA	52002	563-583-3131
APPLE CORPS, L.P.	APPLE CORPS, L.P.	3805 41st Avenue	Moline	IL	61265	309-797-9232
APPLE CORPS, L.P.	APPLE CORPS, L.P.	3920 E. Lincoln Way	Sterling	IL	61081	815-535-0528
Apple Ewa Beach LLC (Vince Espino)	Apple Ewa Beach LLC	91-1401 Fort Weaver Road, Suite D101	Ewa Beach	HI	96706	(808) 685-5000
APPLE GOLD GROUP	OK APPLE, INC.	4333 Warden Road	North Little Rock	AR	72116	501-791-3300
APPLE GOLD GROUP	OK APPLE, INC.	12110 Chenal Parkway	Little Rock	AR	72211	501-954-8444
APPLE GOLD GROUP	OK APPLE, INC.	4426 Central Avenue	Hot Springs	AR	71913	501-525-2774
APPLE GOLD GROUP	OK APPLE, INC.	17348 Interstate 30	Benton	AR	72015	501-778-4114

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE GOLD GROUP	GREEN APPLE, LLC	1065 South Big A Road	Toccoa	GA	30577	706-282-5016
APPLE GOLD GROUP	GREEN APPLE, LLC	1705 E. Tipton St.	Seymour	IN	47274	812-524-1585
APPLE GOLD GROUP	GREEN APPLE, LLC	771 E Lewis and Clark Pkwy	Clarksville	IN	47129	812-283-3594
APPLE GOLD GROUP	GREEN APPLE, LLC	3030 Grant Line Road	New Albany	IN	47150	812-941-1600
APPLE GOLD GROUP	GREEN APPLE, LLC	12913 Shelbyville Road	Louisville	KY	40243	502-254-3232
APPLE GOLD GROUP	GREEN APPLE, LLC	2225 Taylorsville Road	Louisville	KY	40205	502-459-0784
APPLE GOLD GROUP	GREEN APPLE, LLC	4717 Dixie Highway	Louisville	KY	40216	502-448-1399
APPLE GOLD GROUP	GREEN APPLE, LLC	4535 Outer Loop	Louisville	KY	40219	502-969-1228
APPLE GOLD GROUP	GREEN APPLE, LLC	10600 South Dixie Highway	Louisville	KY	40272	502-937-3017
APPLE GOLD GROUP	GREEN APPLE, LLC	10006 Will Way	Fern Creek	KY	40291	502-231-1661
APPLE GOLD GROUP	GREEN APPLE, LLC	2059 Walmart Way	Radcliff	KY	40160	270-352-2000
APPLE GOLD GROUP	GREEN APPLE, LLC	1205 Market Street	LaGrange	KY	40031	502-222-0331
APPLE GOLD GROUP	APPLE GOLD, INC.	137 Norman Station Blvd.	Mooresville	NC	28117	704-799-3515
APPLE GOLD GROUP	APPLE GOLD, INC.	1909-A Hwy. 421	Wilkesboro	NC	28697	336-838-3533
APPLE GOLD GROUP	APPLE GOLD, INC.	517 NC 24-27 Bypass East	Albemarle	NC	28001	704-986-0925
APPLE GOLD GROUP	APPLE GOLD, INC.	71 Plaza Pkwy	Lexington	NC	27292	336-243-4483
APPLE GOLD GROUP	APPLE GOLD, INC.	433 Earl Road	Shelby	NC	28150	704-484-9222
APPLE GOLD GROUP	APPLE GOLD, INC.	11805 Retail Dr.	Wake Forest	NC	27587	919-488-0101
APPLE GOLD GROUP	GREEN APPLE, LLC	1635 Four Seasons Blvd.	Hendersonville	NC	28792	828-692-3006
APPLE GOLD GROUP	APPLE GOLD, INC.	1115 Glenway Drive	Statesville	NC	28625	704-838-0052
APPLE GOLD GROUP	APPLE GOLD, INC.	476 Western Blvd.	Jacksonville	NC	28546	910-347-6011
APPLE GOLD GROUP	APPLE GOLD, INC.	202 Southwest Greenville Blvd.	Greenville	NC	27834	252-355-2421
APPLE GOLD GROUP	APPLE GOLD, INC.	10921 Carolina Place Parkway	Pineville	NC	28134	704-544-0034
APPLE GOLD GROUP	APPLE GOLD, INC.	4406 West Wendover Avenue	Greensboro	NC	27407	336-299-5565
APPLE GOLD GROUP	APPLE GOLD, INC.	1120 North Wesleyan Blvd.	Rocky Mount	NC	27804	252-972-4619
APPLE GOLD GROUP	APPLE GOLD, INC.	3103 Garden Road	Burlington	NC	27215	336-584-3344
APPLE GOLD GROUP	APPLE GOLD, INC.	9616 East Independence Blvd.	Matthews	NC	28105	704-845-1599
APPLE GOLD GROUP	GREEN APPLE, LLC	115 Tunnel Road	Asheville	NC	28805	828-251-9194
APPLE GOLD GROUP	APPLE GOLD, INC.	3625 Hillsborough Street	Raleigh	NC	27607	919-832-3811
APPLE GOLD GROUP	APPLE GOLD, INC.	2180 Highway 70, S.E.	Hickory	NC	28602	828-328-1000
APPLE GOLD GROUP	APPLE GOLD, INC.	8018 Concord Mills Blvd.	Concord	NC	28027	704-979-1190
APPLE GOLD GROUP	APPLE GOLD, INC.	3865 John Gordon Lane	High Point	NC	27265	336-841-3910
APPLE GOLD GROUP	APPLE GOLD, INC.	4483 Hwy. 70 West	Kinston	NC	28501	252-520-2060
APPLE GOLD GROUP	APPLE GOLD, INC.	8701 Brier Creek Parkway	Raleigh	NC	27617	919-544-9771

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE GOLD GROUP	APPLE GOLD, INC.	8710 S. Tryon Street	Charlotte	NC	28273	704-583-7373
APPLE GOLD GROUP	APPLE GOLD, INC.	665 West Fleming Drive	Morganton	NC	28655	828-432-2940
APPLE GOLD GROUP	APPLE GOLD, INC.	5225 Ramsey Street	Fayetteville	NC	28311	910-488-7494
APPLE GOLD GROUP	APPLE GOLD, INC.	2036 Blowing Rock Road	Boone	NC	28607	828-262-1136
APPLE GOLD GROUP	APPLE GOLD, INC.	210 Premier Blvd.	Roanoke Rapids	NC	27870	252-308-1264
APPLE GOLD GROUP	APPLE GOLD, INC.	1165 Highway 70	Garner	NC	27529	919-661-9505
APPLE GOLD GROUP	APPLE GOLD, INC.	205 Faith Road	Salisbury	NC	28146	704-639-1988
APPLE GOLD GROUP	APPLE GOLD, INC.	7810 Good Middling Drive	Fayetteville	NC	28304	910-480-8300
APPLE GOLD GROUP	APPLE GOLD, INC.	1113 Newpointe Boulevard	Leland	NC	28451	910-371-6315
APPLE GOLD GROUP	APPLE GOLD, INC.	7831 Target Circle	Raleigh	NC	27616	919-872-2401
APPLE GOLD GROUP	APPLE GOLD, INC.	5158 NC Hwy. 42 West	Garner	NC	27529	919-662-7281
APPLE GOLD GROUP	APPLE GOLD, INC.	5340 McFarland Drive	Durham	NC	27707	919-402-9482
APPLE GOLD GROUP	APPLE GOLD, INC.	901 North Spence Avenue	Goldsboro	NC	27534	919-751-5800
APPLE GOLD GROUP	APPLE GOLD, INC.	3200 Battleground Avenue	Greensboro	NC	27401	336-282-7100
APPLE GOLD GROUP	APPLE GOLD, INC.	8700 J. W. Clay	Charlotte	NC	28262	704-548-9219
APPLE GOLD GROUP	APPLE GOLD, INC.	2239 W Roosevelt Blvd	Monroe	NC	28110	704-282-0933
APPLE GOLD GROUP	APPLE GOLD, INC.	5120 New Center Drive	Wilmington	NC	28403	910-350-6955
APPLE GOLD GROUP	APPLE GOLD, INC.	1990 Griffith Road	Winston-Salem	NC	27103	336-768-8847
APPLE GOLD GROUP	APPLE GOLD, INC.	1403 N Sand Hills Blvd	Aberdeen	NC	28315	910-944-7422
APPLE GOLD GROUP	APPLE GOLD, INC.	501 E. Six Forks Road	Raleigh	NC	27609	919-856-9030
APPLE GOLD GROUP	APPLE GOLD, INC.	1240 Concord Parkway N	Concord	NC	28025	704-795-6005
APPLE GOLD GROUP	APPLE GOLD, INC.	2702 Raeford Road	Fayetteville	NC	28303	910-485-0250
APPLE GOLD GROUP	APPLE GOLD, INC.	3450 Dr Martin Luther King Jr Blvd	New Bern	NC	28562	252-637-8050
APPLE GOLD GROUP	APPLE GOLD, INC.	2300 Forest Hills Road	Wilson	NC	27893	252-399-0504
APPLE GOLD GROUP	GREEN APPLE, LLC	279 Smokey Park Hwy	Asheville	NC	28806	828-670-9101
APPLE GOLD GROUP	APPLE GOLD, INC.	1480 N. Main Street	Fuquay-Varina	NC	27526	919-552-1521
APPLE GOLD GROUP	APPLE GOLD, INC.	1325 Plaza Blvd.	Sanford	NC	27330	919-775-3381
APPLE GOLD GROUP	APPLE GOLD, INC.	6310 Allegacy Way	Clemmons	NC	27012	336-712-1063
APPLE GOLD GROUP	APPLE GOLD, INC.	6609 Knightdale Blvd.	Knightdale	NC	27545	919-266-5939
APPLE GOLD GROUP	APPLE GOLD, INC.	5183 Highway 70 West	Morehead City	NC	28557	252-727-0409
APPLE GOLD GROUP	APPLE GOLD, INC.	1961 Skibo Road	Fayetteville	NC	28314	910-487-5588
APPLE GOLD GROUP	APPLE GOLD, INC.	4690 N. Patterson Avenue	Winston-Salem	NC	27105	336-767-1442
APPLE GOLD GROUP	APPLE GOLD, INC.	1260 N. Brightleaf Blvd.	Smithfield	NC	27577	919-989-8885

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE GOLD GROUP	OK APPLE, INC.	11104 E. 41st. Street	Tulsa	OK	74146	918-664-1400
APPLE GOLD GROUP	OK APPLE, INC.	4733 South Yale Street	Tulsa	OK	74135	918-664-7878
APPLE GOLD GROUP	OK APPLE, INC.	3900 S. Elm Place	Broken Arrow	OK	74012	918-451-1715
APPLE GOLD GROUP	OK APPLE, INC.	2401 S. Interstate 35 Frontage Rd	Moore	OK	73160	405-794-4670
APPLE GOLD GROUP	OK APPLE, INC.	1020 E. State Hwy 152	Mustang	OK	73064	405-376-5800
APPLE GOLD GROUP	OK APPLE, INC.	4825 Northwest Expressway	Oklahoma City	OK	73132	405-721-9339
APPLE GOLD GROUP	OK APPLE, INC.	1311 East Hillside Drive	Broken Arrow	OK	74012	918-355-0242
APPLE GOLD GROUP	OK APPLE, INC.	3521 South Broadway Ext.	Edmond	OK	73013	405-478-1716
APPLE GOLD GROUP	OK APPLE, INC.	3616 W. Garriot Road	Enid	OK	73703	580-233-1525
APPLE GOLD GROUP	OK APPLE, INC.	500 Ed Noble Parkway	Norman	OK	73072	405-360-5883
APPLE GOLD GROUP	OK APPLE, INC.	9039 N. 121st East Avenue	Owasso	OK	74055	918-376-9086
APPLE GOLD GROUP	OK APPLE, INC.	608 S Air Depot Blvd.	Midwest City	OK	73110	405-733-8024
APPLE GOLD GROUP	GREEN APPLE, LLC	6020 SW 3rd Street	Oklahoma City	OK	73128	405-495-9311
APPLE GOLD GROUP	OK APPLE, INC.	415 W. Shawnee	Muskogee	OK	74401	918-687-3266
APPLE GOLD GROUP	NEW APPLE, INC.	640 Rembert C Dennis Blvd.	Moncks Corner	SC	29461	843-761-4545
APPLE GOLD GROUP	NEW APPLE, INC.	1571 Hwy. 17 North	N. Myrtle Beach	SC	29582	843-280-3550
APPLE GOLD GROUP	GREEN APPLE, LLC	6200 White Horse Road	Greenville	SC	29611	864-220-5233
APPLE GOLD GROUP	GREEN APPLE, LLC	125 Rainbow Lake Road	Boiling Springs	SC	29316	864-814-7076
APPLE GOLD GROUP	GREEN APPLE, LLC	1360 Whiskey Road	Aiken	SC	29803	803-642-8175
APPLE GOLD GROUP	GREEN APPLE, LLC	1617 Bypass 72 N.E.	Greenwood	SC	29649	864-229-4434
APPLE GOLD GROUP	GREEN APPLE, LLC	2227 Dave Lyle Boulevard	Rock Hill	SC	29730	803-366-1991
APPLE GOLD GROUP	GREEN APPLE, LLC	3944 Grandview Drive	Simpsonville	SC	29680	864-228-0461
APPLE GOLD GROUP	NEW APPLE, INC.	7818 Rivers Avenue	North Charleston	SC	29406	843-553-8137
APPLE GOLD GROUP	GREEN APPLE, LLC	3441 Clemson Blvd.	Anderson	SC	29621	864-225-4752
APPLE GOLD GROUP	NEW APPLE, INC.	88 Old Trolley Road	Summerville	SC	29485	843-871-0682
APPLE GOLD GROUP	GREEN APPLE, LLC	5055 Calhoun Memorial Blvd.	Easley	SC	29640	864-855-2586
APPLE GOLD GROUP	GREEN APPLE, LLC	696 Bypass 123	Seneca	SC	29678	864-882-6006
APPLE GOLD GROUP	NEW APPLE, INC.	1859 Sam Rittenberg Blvd	Charleston	SC	29407	843-556-6421
APPLE GOLD GROUP	NEW APPLE, INC.	811 South Irby Street	Florence	SC	29501	843-678-9406
APPLE GOLD GROUP	GREEN APPLE, LLC	4505 Devine Street	Columbia	SC	29205	803-787-4687
APPLE GOLD GROUP	GREEN APPLE, LLC	7602 Warren H Abernathy Hwy	Spartanburg	SC	29301	864-574-8098
APPLE GOLD GROUP	GREEN APPLE, LLC	704 W Wade Hampton Blvd.	Greer	SC	29651	864-848-0073
APPLE GOLD GROUP	NEW APPLE, INC.	1310 N. Main Street	Summerville	SC	29483	843-486-0911

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE GOLD GROUP	GREEN APPLE, LLC	2815 Augusta Road	W. Columbia	SC	29170	803-926-1759
APPLE GOLD GROUP	GREEN APPLE, LLC	437 Killian Rd	Columbia	SC	29203	803-735-8089
APPLE GOLD GROUP	NEW APPLE, INC.	1647 Church Street	Conway	SC	29526	843-248-0078
APPLE GOLD GROUP	NEW APPLE, INC.	203 S 5th Street	Hartsville	SC	29550	843-339-2611
APPLE GOLD GROUP	GREEN APPLE, LLC	2497 Broad Street	Sumter	SC	29150	803-469-3576
APPLE GOLD GROUP	GREEN APPLE, LLC	1512 W. Floyd Baker Avenue	Gaffney	SC	29341	864-489-6622
APPLE GOLD GROUP	GREEN APPLE, LLC	2360 Chestnut Street	Orangeburg	SC	29115	803-535-0051
APPLE GOLD GROUP	GREEN APPLE, LLC	2338 Boundary Street	Beaufort	SC	29902	843-524-4322
APPLE GOLD GROUP	GREEN APPLE, LLC	1221 Woodruff Road	Greenville	SC	29607	864-458-9099
APPLE GOLD GROUP	NEW APPLE, INC.	7915 N. Kings Highway	Myrtle Beach	SC	29572	843-497-5818
APPLE GOLD GROUP	GREEN APPLE, LLC	605 Columbia Avenue	Lexington	SC	29072	803-356-6889
APPLE GOLD GROUP	GREEN APPLE, LLC	1268 Highway 9 Bypass	Lancaster	SC	29720	803-286-7778
APPLE GOLD GROUP	GREEN APPLE, LLC	5185 Fernandina Road	Columbia	SC	29212	803-749-4767
APPLE GOLD GROUP	GREEN APPLE, LLC	1950 E Main Street	Spartanburg	SC	29307	864-542-1978
APPLE GOLD GROUP	GREEN APPLE, LLC	430 Congaree Road	Greenville	SC	29607	864-288-6642
APPLE GOLD GROUP	GREEN APPLE, LLC	2344 Broad River Road @ I-20	Columbia	SC	29210	803-731-2853
APPLE GOLD GROUP	NEW APPLE, INC.	4910 Ashley Phosphate Road	North Charleston	SC	29418	843-207-0990
APPLE GOLD GROUP	GREEN APPLE, LLC	10102 Two Notch Road	Columbia	SC	29223	803-419-2235
APPLE GOLD GROUP	NEW APPLE, INC.	3256 S Highway 17	Murrells Inlet	SC	29576	843-357-1938
APPLE GOLD GROUP	GREEN APPLE, LLC	245 O'Neil Court	Columbia	SC	29223	803-736-6104
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	7135 S. 13th Street	Oak Creek	WI	53154	414-570-0519
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	15505 W. Rockridge Road	New Berlin	WI	53151	262-780-0693
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	2410 Roosevelt Road	Marinette	WI	54143	715-732-1023
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	9080 N. Green Bay Road	Brown Deer	WI	53209	414-434-2270
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	4710 East Towne Boulevard	Madison	WI	53704	608-244-1470
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	3730 West College Avenue	Appleton	WI	54914	920-954-8060
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	5664 N. Port Washington Rd	Glendale	WI	53217	414-963-0100
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	5100 S. 76th Street	Greendale	WI	53129	414-423-8013
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	660 South Whitney Way	Madison	WI	53711	608-271-5450

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	2114 N. Central Ave.	Marshfield	WI	54449	715-486-1700
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	2865 S. 108th Street	West Allis	WI	53214	414-327-7830
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	340 Hwy. 13	Wisconsin Dells	WI	53965	608-254-6900
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	4311 8th Street South	Wisconsin Rapids	WI	54494	715-421-3290
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	1512 S. Church St.	Watertown	WI	53094	920-261-0239
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	W180 N9469 Premier Lane	Menomonee Falls	WI	53051	262-250-0896
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	1267 Capitol Drive	Pewaukee	WI	53072	262-691-2060
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	2521 S Green Bay Road	Racine	WI	53406	262-554-0905
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	900 Hansen Road	Green Bay	WI	54304	920-496-9095
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	115 E. Industrial Drive	Beaver Dam	WI	53916	920-356-9175
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	2221 W Stewart Avenue	Wausau	WI	54401	715-848-1110
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	4745 Golf Road	Eau Claire	WI	54701	715-831-1255
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	5609 Highway 10 East	Stevens Point	WI	54481	715-345-0186
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	4435 Calumet Avenue	Manitowoc	WI	54220	920-684-1702
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	6950 75th Street	Kenosha	WI	53142	262-942-7190
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	1700 S Koeller Road	Oshkosh	WI	54901	920-231-8770
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	3040 E. College Avenue	East Appleton	WI	54915	920-954-8771
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	526 S. Taylor Drive	Sheboygan	WI	53081	920-208-8253
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	9364 Highway 16	Onalaska	WI	54650	608-781-8570
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	2420 E. Mason Street	Green Bay	WI	54302	920-406-8141
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	841 W. Johnson Street	Fond Du Lac	WI	54935	920-922-1809
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	2510 W. Washington	West Bend	WI	53095	262-306-1068
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	270 W. Holt Avenue	Milwaukee	WI	53207	414-489-0874

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	3100 Golf Road	Delafield	WI	53018	262-646-2174
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	1111 Westowne Drive	Neenah	WI	54956	920-722-0801
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	6750 W. State	Wauwatosa	WI	53213	414-778-1430
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	208 West Service Road	West Memphis	AR	72301	870-735-4029
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	105 Potomac Boulevard	Mount Vernon	IL	62864	618-244-7510
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	1125 E. Main	Carbondale	IL	62901	618-529-5715
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	2712 W. DeYoung St.	Marion	IL	62959	618-997-9436
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	120 North Central Street	West City	IL	62812	618-435-3023
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	1220 Paris Rd	Mayfield	KY	42066	270-804-4303
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	3990 Hinkleville Rd.	Paducah	KY	42001	270-575-3675
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	816 N. 12th Street	Murray	KY	42071	270-759-5551
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	930 South Westwood Boulevard	Poplar Bluff	MO	63901	573-785-0163
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	202 S. Broadview	Cape Girardeau	MO	63703	573-334-6830
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	1260 S. Main	Sikeston	MO	63801	573-472-3111
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	181 Norfleet	Senatobia	MS	38668	662-612-4304
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	710 DeSoto Cove	Horn Lake	MS	38637	662-772-5914
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	7515 Goodman Road	Olive Branch	MS	38654	662-893-7555
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	1931 W. Jackson Ave.	Oxford	MS	38655	662-234-2308
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	6200 Coors Blvd	Albuquerque	NM	87120	505-508-1749
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	5916 Holly Ave NE	Albuquerque	NM	87113	505-200-0099
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	3620 New Mexico State Hwy 528	Albuquerque	NM	87114	505-890-0464
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	10600 Lomas Blvd N E	Albuquerque	NM	87112	505-237-9083
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	2000 Yale	Albuquerque	NM	87106	505-244-0123
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	10895 Montgomery Blvd NE	Albuquerque	NM	87111	505-323-7548
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	2711 Coors Boulevard	Albuquerque	NM	87120	505-352-6544
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	6220 San Mateo Blvd. N.E.	Albuquerque	NM	87109	505-822-8700
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	2600 Menaul Blvd. NE	Albuquerque	NM	87107	505-883-2846
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	2890 Bartlett Blvd.	Bartlett	TN	38134	901-213-5034
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	2114 Union Ave.	Memphis	TN	38104	901-725-7136
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	155 Stonebrook Place	Jackson	TN	38305	731-256-7277
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	3895 Hacks Cross Road	Memphis	TN	38125	901-201-5665
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	1617 US Highway 51 S	Covington	TN	38019	901-475-0666

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APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	1101 West Reelfoot Avenue	Union City	TN	38261	731-886-0085
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	2700 Lake Road	Dyersburg	TN	38024	731-287-1607
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	8472 Highway 51	Millington	TN	38053	901-872-4444
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	1335 N Germantown Pkwy	Cordova	TN	38016	901-201-6633
APPLE INVESTORS GROUP	AIG TN HOLDING, LLC	1571 Sycamore View	Memphis	TN	38134	901-377-3973
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	1189 E Lynchburg Salem Turnpike	Bedford	VA	24523	540-586-4026
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	3607 Old Halifax Road	South Boston	VA	24592	434-572-8356
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	3624 Candlers Mountain Road	Lynchburg	VA	24502	434-528-2626
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	4942 Valley View Blvd N/NW	Roanoke	VA	24012	540-563-5213
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	2790 Market St NE	Christiansburg	VA	24073	540-382-1129
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	4340 Electric Road	Roanoke	VA	24014	540-989-4526
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	410 Old Mount Cross Road	Danville	VA	24540	434-791-4805
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	281 W Commonwealth	Martinsville	VA	24112	276-638-2377
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	1440 East Main Street	Wytheville	VA	24382	276-223-4404
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	1806 W. Main Street	Salem	VA	24153	540-389-2784
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	3219 Old Forest Road	Lynchburg	VA	24501	434-385-8055
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	870 N. Lee Highway	Lexington	VA	24450	540-463-2306
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	400 Old Franklin Turnpike	Rocky Mount	VA	24151	540-489-7772
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	169 Clarion Road	Altavista	VA	24517	434-309-1157
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	691 Hawthorne Drive NE	Norton	VA	24273	276-679-5790
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	33 West Main Street	Radford	VA	24141	540-639-9631
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	4510 Challenger Avenue	Roanoke	VA	24012	540-977-0251
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	415 Thacker Ave.	Covington	VA	24426	540-965-2166
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	1126 E. Stuart Dr.	Galax	VA	24333	276-236-2905
APPLE INVESTORS GROUP	APPLE INVESTORS GROUP, LLC	89 Elliott Drive	Lebanon	VA	24266	276-889-4637
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	4701 7th Street	Bay City	TX	77414	979-244-4000
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	125 North Plano Road	Richardson	TX	75081	972-238-9591
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	2400 Airport Freeway	Bedford	TX	76021	817-545-2578
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	335 E. State Highway 243	Canton	TX	75103	903-567-0100
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	114 West US Highway 80	Forney	TX	75126	972-552-5571

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	103 Carlos G Parker Blvd NW	Taylor	TX	76574	512-352-6625
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	19821 Northwest Freeway	Houston	TX	77065	281-970-1028
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	19625 Restaurant Row	Houston	TX	77084	281-579-3580
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	12740 Southwest Freeway	Stafford	TX	77477	281-265-1415
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	5911 Sam Houston Parkway N.	Houston	TX	77049	281-458-2469
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	3565 Frankford Road	Dallas	TX	75287	972-662-4955
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	2021 N. Highway 287	Mansfield	TX	76063	682-518-7456
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	1440 Eastgate Drive	Garland	TX	75041	972-270-0602
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	945 N. Saginaw Blvd	Saginaw	TX	76179	817-306-3680
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	2672 FM 423	Little Elm	TX	75068	972-464-2616
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	2251 Grapevine Mills Circle	Grapevine	TX	76051	214-253-0830
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	1901 S IH 45	Corsicana	TX	75110	903-872-7630
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	4616 Lakeview Parkway	Rowlett	TX	75088	972-412-2630
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	707 S Interstate 35 E	Denton	TX	76205	940-591-9353
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	6600 West Freeway	Fort Worth	TX	76116	817-732-8862
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	543 E FM 3040	Lewisville	TX	75067	972-315-6002
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	614 North Valley Mills	Waco	TX	76710	254-751-9084
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	200 Texas Avenue	College Station	TX	77840	979-260-3003
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	2700 East Central Texas Exp.	Killeen	TX	76543	254-526-9711
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	6315 S Interstate Highway 35	Austin	TX	78744	512-912-0202
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	5010 West Highway 290	Austin	TX	78735	512-892-1966
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	810 South Cockrell Hill Road	Duncanville	TX	75137	972-283-8799
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	687 E Interstate 30	Rockwall	TX	75087	972-772-5227

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APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	11013 Lakeline Mall Drive	Cedar Park	TX	78613	512-257-9747
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	3905 Lamar Avenue	Paris	TX	75462	903-784-1005
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	350 S Interstate Highway 35	Georgetown	TX	78626	512-863-4762
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	4609 S. Medford Drive	Lufkin	TX	75901	936-632-1113
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	2225 S. Loop 256	Palestine	TX	75801	903-729-8888
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	1110 E. Tyler Street	Athens	TX	75751	903-675-2230
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	501 US Hwy. 290 West	Brenham	TX	77833	979-830-0872
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	208 W Interstate 20	Weatherford	TX	76086	817-599-3188
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	601 N. Hwy. 77	Waxahachie	TX	75165	972-937-9422
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	216 W Katherine P Rains Rd	Cleburne	TX	76033	817-645-3585
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	2525 E. Highway 190	Copperas Cove	TX	76522	254-518-3001
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	6301 Lake Worth Blvd.	Lake Worth	TX	76135	817-237-9344
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	2700 Parker Rd Ste A	Round Rock	TX	78681	512-388-7353
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	3141 Preston Road	Frisco	TX	75034	214-618-0550
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	4323 N Interstate 35	Gainesville	TX	76240	940-612-3631
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	7522 N I-35 Service Rd S	Austin	TX	78752	512-371-7018
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	19035 I-635	Mesquite	TX	75150	972-682-6378
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	7855 Las Colinas Ridge	Irving	TX	75063	972-869-3690
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	1115 N. Burleson Blvd.	Burleson	TX	76028	817-426-5091
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	2415 W Interstate 20	Grand Prairie	TX	75052	972-522-1960
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	5502 S Broadway Ave	Tyler	TX	75703	903-509-4848
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	101 West Loop 281	Longview	TX	75605	903-663-1267
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	1901 North Beltline Road	Irving	TX	75061	972-313-0081

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	4654 South Cooper Street	Arlington	TX	76017	817-557-0085
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	4817 Texoma Parkway	Sherman	TX	75090	903-813-0237
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	1808 S.W. HK Dodgen Loop	Temple	TX	76504	254-771-5991
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	6645 N.E. Loop 820	North Richland Hills	TX	76180	817-788-9797
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	7004 Wesley	Greenville	TX	75402	903-455-9862
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	1820 W University Drive	McKinney	TX	75069	972-562-8016
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	5103 Fairmont Parkway	Pasadena	TX	77505	281-991-7800
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	2952 I-45 N	Conroe	TX	77303	936-756-3281
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	14435 F.M. 2100	Crosby	TX	77532	281-462-2800
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	6464 E. Northwest Highway	Dallas	TX	75231	214-361-7625
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	341 Tanger Dr.	Terrell	TX	75160	972-551-1400
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	27727 Tomball Parkway	Tomball	TX	77375	281-516-1076
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	6925 F.M. 1960 East	Humble	TX	77346	281-852-6055
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	649 Uptown Blvd.	Cedar Hill	TX	75104	972-293-6388
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	2959 N. Loop 610 W.	Houston	TX	77008	713-864-6486
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	3426 W. Illinois Ave.	Dallas	TX	75211	214-339-8115
APPLE TEXAS GROUP	APPLE HOUSTON RESTAURANTS, INC	14815 Westheimer	Houston	TX	77082	281-497-6800
APPLE-METRO, INC.	APPLE-METRO, INC.	234 W. 42nd St.	New York	NY	10036	212-391-7414
APPLE-METRO, INC.	APPLE-METRO, INC.	18 Saw Mill River Road	Hawthorne	NY	10532	914-345-1555
APPLE-METRO, INC.	APPLE-METRO, INC.	2505 Emmons Ave.	Brooklyn	NY	11235	718-769-4889
APPLE-METRO, INC.	APPLE-METRO, INC.	205 W 50th Street	New York	NY	10019	212-262-2400
APPLE-METRO, INC.	APPLE-METRO, INC.	395 Flatbush Ave. Extension	Brooklyn	NY	11201	718-834-0800
APPLE-METRO, INC.	APPLE-METRO, INC.	395 Tarry Town Rd.	White Plains	NY	10607	914-644-8880
APPLE-METRO, INC.	APPLE-METRO, INC.	448 Gateway Drive, Building M	Brooklyn	NY	11239	718-827-2527
APPLE-METRO, INC.	APPLE-METRO, INC.	815 Hutchinson River Parkway	Bronx	NY	10465	718-828-5379
APPLE-METRO, INC.	APPLE-METRO, INC.	1217 Surf Ave	Brooklyn	NY	11224	718-372-0070

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
APPLE-METRO, INC.	APPLE-METRO, INC.	1776 Eastchester Rd	Bronx	NY	10461	718-792-5000
APPLE-METRO, INC.	APPLE-METRO, INC.	65 Metropolitan Oval	Bronx	NY	10462	347-802-4202
APPLE-METRO, INC.	APPLE-METRO, INC.	9015 Queens Blvd.	Elmhurst	NY	11373	718-271-7999
APPLE-METRO, INC.	APPLE-METRO, INC.	76 W. 225th Street	Bronx	NY	10463	718-367-4025
APPLE-METRO, INC.	APPLE-METRO, INC.	1451 Richmond Avenue	Staten Island	NY	10314	718-477-1300
APPLE-METRO, INC.	APPLE-METRO, INC.	Cross County Shopping Center	Yonkers	NY	10704	914-376-6222
APPLE-METRO, INC.	APPLE-METRO, INC.	38-01 35th Avenue	Astoria	NY	11101	718-943-7404
APPLE-METRO, INC.	APPLE-METRO, INC.	610 Exterior Street	Bronx	NY	10451	347-226-5700
APPLE-METRO, INC.	APPLE-METRO, INC.	509 East 117th Street	New York	NY	10035	646-896-2700
APPLE-METRO, INC.	APPLE-METRO, INC.	2 Executive Blvd	Yonkers	NY	10701	914-595-0601
APPLE-METRO, INC.	APPLE-METRO, INC.	161-21 Jamaica Avenue	Jamaica	NY	11433	347-571-0921
APPLE-METRO, INC.	APPLE-METRO, INC.	139 Flatbush Ave., Level 2	Brooklyn	NY	11217	718-947-5040
APPLE-METRO, INC.	APPLE-METRO, INC.	4022 College Point Blvd	Flushing	NY	11354	347-226-7900
APPLE-METRO, INC.	APPLE-METRO, INC.	4750-4758 Third Avenue	Bronx	NY	10458	347-226-5120
APPLE-METRO, INC.	APPLE-METRO, INC.	2201 Nostrand Ave	Brooklyn	NY	11210	347-505-3300
APPLE-METRO, INC.	APPLE-METRO, INC.	2655 Richmond Avenue	Staten Island	NY	10314	718-370-3529
APPLE-METRO, INC.	APPLE-METRO, INC.	430 New Dorp Lane	Staten Island	NY	10306	718-980-7800
APPLE-METRO, INC.	APPLE-METRO, INC.	185 North Bedford Road	Mt. Kisco	NY	10549	914-241-6700
APPLE-METRO, INC.	APPLE-METRO, INC.	213-29 26th Avenue	Bayside	NY	11360	718-423-4328
APPLE-METRO, INC.	APPLE-METRO, INC.	1360 Fulton Street	Brooklyn	NY	11216	718-943-8000
APPLE-METRO, INC.	APPLE-METRO, INC.	2720 Veteran's Road West	Staten Island	NY	10309	718-943-1200
APPLE-METRO, INC.	APPLE-METRO, INC.	61-48 188th Street	Fresh Meadows	NY	11365	718-264-1222
APPLE-METRO, INC.	APPLE-METRO, INC.	3127 E. Main Street	Mohegan Lake	NY	10547	914-526-9000
APPLE-METRO, INC.	APPLE-METRO, INC.	25 Lecount Place	New Rochelle	NY	10801	914-654-0991
APPLE-METRO, INC.	APPLE-METRO, INC.	221 Route 59	Airmont	NY	10901	845-369-7700
APPLE-METRO, INC.	APPLE-METRO, INC.	2276 Bartow Ave.	Bronx	NY	10475	718-320-4227
APPLE-METRO, INC.	APPLE-METRO, INC.	One West 125th Street	New York	NY	10027	646-783-6400
DNC TRAVEL HOSPITALITY SERVICE, INC	DNC TRAVEL HOSPITALITY SERVICE, INC	1 Richard E Byrd Terminal Drive	Richmond	VA	23250	804-222-1227
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	15058 Jog Road	Delray Beach	FL	33445	561-865-8757
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	843 Lane Ave. South	Jacksonville	FL	32205	904-378-5445
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	1570 Boynton Beach Blvd.	Boynton Beach	FL	33436	561-752-4339

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	5490 Clark Rd.	Sarasota	FL	34233	941-925-2595
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	225 State Road 312	St. Augustine	FL	32086	904-825-4099
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	10501 South U.S. Highway 1	Port Saint Lucie	FL	34952	772-337-0408
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	13550 South Tamiami Trail	Ft. Myers	FL	33912	239-489-1811
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	20505 S. Dixie Hwy.	Miami	FL	33189	786-293-9406
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	6706 Forrest Hill Blvd.	Green Acres	FL	33413	561-641-6332
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	4890 Okeechobee Road	Ft. Pierce	FL	34947	772-460-1444
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	15151 N. Cleveland Avenue	North Fort Myers	FL	33903	239-995-7999
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	5550 Fruitville Road	Sarasota	FL	34232	941-379-2260
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	10135 Pines Blvd.	Pembroke Pines	FL	33026	954-438-3370
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	1210 Highway 70 East	Okeechobee	FL	34972	863-357-0141
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	8635-201 Blanding Blvd.	Jacksonville	FL	32244	904-771-0000
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	33009 S. Dixie Hwy.	Florida City	FL	33034	305-246-1004
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	10391 Corkscrew Commons Drive	Estero	FL	33928	239-992-1310
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	8043 Dani Drive	Ft. Myers	FL	33912	239-939-5569
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	5055 J. Turner Butler Blvd	Jacksonville	FL	32216	904-296-6895
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	3690 W. 16th Ave	Hialeah	FL	33012	305-823-0573
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	12719 W Sunrise Blvd.	Sunrise	FL	33323	954-846-2220
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	2893 W US-90	Lake City	FL	32055	386-752-7290
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	4329 South Tamiami Trail	Venice	FL	34293	941-497-7740
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	5082 Airport Pulling Rd., N.	Naples	FL	34105	239-434-7744
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	6251 103rd Street	Jacksonville	FL	32210	904-772-9020
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	2729 University Drive	Coral Springs	FL	33065	954-796-0330

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DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	100 U.S. Hwy 441	Royal Palm Beach	FL	33414	561-791-2240
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	19010 Murdock Circle	Port Charlotte	FL	33948	941-766-0666
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	13201 Atlantic Blvd	Jacksonville	FL	32225	904-220-5823
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	5335 20th Street	Vero Beach	FL	32966	772-978-0551
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	2228 Del Prado Blvd South	Cape Coral	FL	33990	239-458-5155
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	3167 Northlake Blvd	Palm Beach Gardens	FL	33403	561-842-6422
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	9815 N.W. 41st Street	Miami	FL	33178	305-716-4942
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	17500 Tamiami Trail	North Port	FL	34287	941-423-1504
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	5377 W. Atlantic Blvd	Margate	FL	33063	954-969-0866
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	6670 Dykes Rd.	Southwest Ranches	FL	33331	954-434-0857
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	14560 St. Augustine Road	Jacksonville	FL	32258	904-262-7605
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	6005 N. University Drive	Tamarac	FL	33321	954-722-4244
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	4507 Town Center Parkway	Jacksonville	FL	32246	904-645-3590
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	24467 Sandhill Blvd	Port Charlotte	FL	33983	941-235-9184
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	177 Altama Connector	Brunswick	GA	31525	912-262-5800
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	1901 Memorial Drive	Waycross	GA	31501	912-285-9359
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	113 The Lake Blvd	Kingsland	GA	31548	912-729-9515
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	324 Ryders Lane	Milltown	NJ	08850	732-651-8151
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	671 West Edgar Rd.	Linden	NJ	07036	908-523-1200
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	205 Rt. 72 West	Manahawkin	NJ	08050	609-978-0700
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	4721 US Hwy. 9 North	Howell	NJ	07731	732-961-9400
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	244 Hwy. 202	Flemington	NJ	08822	908-806-2231
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	2007 Hwy. 35	Wall	NJ	07719	732-280-3676

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DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	2301 Rt. 66	Ocean Township	NJ	07712	732-922-1300
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	315 Rt. 206	Hillsborough	NJ	08844	908-874-4177
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	1323 US Highway 22	Phillipsburg	NJ	08865	908-454-8000
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	1183 Rt. 35	Middletown	NJ	07748	732-957-9400
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	1282 Centennial Avenue	Piscataway	NJ	08854	732-562-0500
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	14 Park Road	Tinton Falls	NJ	07724	732-935-1158
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	1255 Raritan Rd.	Clark	NJ	07066	732-381-1429
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	240 State Route 10	East Hanover	NJ	07936	973-560-1930
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	1200 Rt. 23 North	Butler	NJ	07405	973-283-8410
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	404 South Main Street	Forked River	NJ	08731	609-971-7800
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	965 Jefferson Avenue	Union	NJ	07083	908-687-8500
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	450 Hackensack Avenue	Hackensack	NJ	07601	201-342-0065
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	Hudson Mall, 701 Rt. 440 South	Jersey City	NJ	07304	201-200-9940
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	1721 Morris Ave.	Union	NJ	07083	908-964-1070
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	175 Passaic Ave.	Kearny	NJ	07032	201-246-0020
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	6 North Park Drive	Newton	NJ	07860	973-940-3003
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	1057 Route 46 East	Parsippany	NJ	07054	973-263-5005
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	2100 88th Street	North Bergen	NJ	07047	201-758-1800
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	651 Kapowski Rd	Elizabeth	NJ	07201	908-289-5974
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	186 Passaic St	Garfield	NJ	07026	973-778-6100
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	1055 Route 70	Manchester	NJ	08759	732-657-7676
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	17 East Ridgewood Avenue, Fashion Center Mall	Paramus	NJ	07652	201-447-8813
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	52 Brick Plaza	Brick	NJ	08723	732-262-9876

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DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	465 Route 46 West	Totowa	NJ	07512	973-812-0011
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	251 Woodbridge Center Drive	Woodbridge	NJ	07095	732-855-5300
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	383 Springfield Avenue	Newark	NJ	07103	973-242-3600
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	225 Mountain Avenue	Hackettstown	NJ	07840	908-684-1003
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	273 Livingston Street	Northvale	NJ	07647	201-767-6900
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	50 International Drive	Flanders	NJ	07836	973-448-9996
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	435 RT. 46E	Dover	NJ	07801	973-328-0999
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	55 US Highway 9 South	Manalapan	NJ	07726	732-683-0022
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	1201 Hooper Avenue	Toms River	NJ	08753	732-505-9090
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	375 Route 3 East	Clifton	NJ	07014	973-471-6161
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	640 Promenade Blvd.	Bridgewater	NJ	08807	732-627-0888
DOHERTY ENTERPRISES, INC.	EHI REALTY, INC	1045 Rt. 1 South	Edison	NJ	08837	732-516-0040
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	1126 Green Acres Mall	Valley Stream	NY	11581	516-872-7200
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	1832 Old Country Road	Riverhead	NY	11901	631-369-3500
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	105 Veterans Hwy	Commack	NY	11725	631-858-2500
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	253-01 Rockaway Blvd.	Rosedale	NY	11422	516-792-0100
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	600-A N. Wellwood Ave.	Lindenhurst	NY	11757	631-226-2200
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	1251 Deer Park Ave.	N. Babylon	NY	11703	631-242-7575
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	355 Rt. 25A	Miller Place	NY	11764	631-473-0008
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	938 S. Broadway	Hicksville	NY	11801	516-932-3780
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	3870 Veterans Memorial Highway	Bohemia	NY	11716	631-981-5090
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	2660 Sunrise Highway	Bellmore	NY	11710	516-783-9014
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	1985 Jericho Turnpike	New Hyde Park	NY	11040	516-326-8730

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DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	1710 Hempstead Turnpike	Elmont	NY	11003	516-775-1377
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	855 Montauk Hwy	Shirley	NY	11967	631-399-7220
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	300 Motor Pkwy	Brentwood	NY	11717	631-231-4190
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	684 Sunrise Highway	Baldwin	NY	11510	516-442-0580
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	1300 Corporate Drive	Westbury	NY	11590	516-832-7700
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	499 North Service Road	Patchogue	NY	11772	631-207-5900
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	200 Airport Plaza	Farmingdale	NY	11735	631-845-5201
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	2550 Sunrise Highway	East Islip	NY	11730	631-224-1912
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	1935 N. Ocean Avenue	Farmingville	NY	11738	631-758-0081
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	360 Walt Whitman Road	Huntington Station	NY	11746	631-427-3504
DOHERTY ENTERPRISES, INC.	APPLE FOOD SERVICE OF NY, LLC	3145 Middle Country Road	Lake Grove	NY	11755	631-467-2445
EL APPLE, LLC	EL APPLE, LLC	1601 Hickory Loop	Las Cruces	NM	88005	575-525-1891
EL APPLE, LLC	EL APPLE, LLC	2501 East Lohman	Las Cruces	NM	88011	575-522-3292
EL APPLE, LLC	EL APPLE, LLC	440 E. Redd Rd.	El Paso	TX	79912	915-585-2200
EL APPLE, LLC	EL APPLE, LLC	3460 Joe Battle Blvd	El Paso	TX	79938	915-8498558
EL APPLE, LLC	EL APPLE, LLC	4333 Sherwood Way	San Angelo	TX	76904	325-944-7669
EL APPLE, LLC	EL APPLE, LLC	1350 George Dieter	El Paso	TX	79936	915-856-1047
EL APPLE, LLC	EL APPLE, LLC	5800 North Mesa	El Paso	TX	79912	915-833-8899
EL APPLE, LLC	EL APPLE, LLC	1766 Airway Blvd	El Paso	TX	79925	915-771-7630
EL APPLE, LLC	EL APPLE, LLC	7956 Gateway East	El Paso	TX	79915	915-598-7006
EL APPLE, LLC	EL APPLE, LLC	4700 Woodrow Bean	El Paso	TX	79924	915-751-3324
EL APPLE, LLC	EL APPLE, LLC	1985 George Dieter	El Paso	TX	79936	915-590-6411
HARVEST HOSPITALITIES, INC.	HARVEST HOSPITALITIES, INC.	900 N. Gleebe Rd.	Arlington	VA	22203	(703) 741-0901
J.S. VENTURES, INC.	J.S. VENTURES, INC.	3000 Dial Drive	Council Bluffs	IA	51501	712-366-1250
J.S. VENTURES, INC.	J.S. VENTURES, INC.	2280 E. Kansas Ave.	McPherson	KS	67460	620-245-0222
J.S. VENTURES, INC.	J.S. VENTURES, INC.	3030 E.Kansas Ave.	Garden City	KS	67846	620-276-2244
J.S. VENTURES, INC.	J.S. VENTURES, INC.	996 E. Connelly Court	Park City	KS	67219	316-744-8484
J.S. VENTURES, INC.	J.S. VENTURES, INC.	406 W. Wyatt Earp Blvd.	Dodge City	KS	67801	620-225-5888

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J.S. VENTURES, INC.	J.S. VENTURES, INC.	2875 South 9th	Salina	KS	67401	785-827-8385
J.S. VENTURES, INC.	J.S. VENTURES, INC.	11317 East 13th Street	Wichita	KS	67206	316-652-0234
J.S. VENTURES, INC.	J.S. VENTURES, INC.	1245 N. Rock Road	Derby	KS	67037	316-788-7775
J.S. VENTURES, INC.	J.S. VENTURES, INC.	10728 W. 21st Street North	Wichita	KS	67205	316-729-2777
J.S. VENTURES, INC.	J.S. VENTURES, INC.	320 S. Ridge Road	Wichita	KS	67209	316-942-0070
J.S. VENTURES, INC.	J.S. VENTURES, INC.	1609 E 17th Street	Hutchinson	KS	67501	620-665-5171
J.S. VENTURES, INC.	J.S. VENTURES, INC.	4760 South Broadway	Wichita	KS	67216	316-522-5525
J.S. VENTURES, INC.	J.S. VENTURES, INC.	4101 N. Vine	Hays	KS	67601	785-628-6400
J.S. VENTURES, INC.	J.S. VENTURES, INC.	2611 N. Kansas Avenue	Liberal	KS	67901	620-624-2422
J.S. VENTURES, INC.	J.S. VENTURES, INC.	436 S. Andover Road	Andover	KS	67002	316-733-9447
J.S. VENTURES, INC.	J.S. VENTURES, INC.	3209 10th. Street	Great Bend	KS	67530	620-792-8800
J.S. VENTURES, INC.	J.S. VENTURES, INC.	601 Manchester Lane	Newton	KS	67114	316-284-9366
J.S. VENTURES, INC.	J.S. VENTURES, INC.	10402 S. 15th Street	Bellevue	NE	68123	402-293-8400
J.S. VENTURES, INC.	J.S. VENTURES, INC.	2829 S. 181st Street	Omaha	NE	68130	402-330-9700
J.S. VENTURES, INC.	J.S. VENTURES, INC.	3350 S. 143rd Place	Omaha	NE	68144	402-697-0712
J.S. VENTURES, INC.	J.S. VENTURES, INC.	3420 E. Elk Lane	Fremont	NE	68025	402-753-0010
J.S. VENTURES, INC.	J.S. VENTURES, INC.	1202 N. Washington	Papillion	NE	68046	402-339-4359
J.S. VENTURES, INC.	J.S. VENTURES, INC.	7450 W Dodge Street	Omaha	NE	68114	402-399-0123
J.S. VENTURES, INC.	J.S. VENTURES, INC.	13208 W Maple Road	Omaha	NE	68164	402-492-8707
KEYSTONE APPLE, INC.	KEYSTONE APPLE, INC.	101 Northern Way	York	PA	17402	717-755-8681
KEYSTONE APPLE, INC.	KEYSTONE APPLE, INC.	260 Noble Blvd.	Carlisle	PA	17013	717-245-2500
KEYSTONE APPLE, INC.	KEYSTONE APPLE, INC.	6055 Carlisle Pike	Mechanicsburg	PA	17055	717-796-6600
KEYSTONE APPLE, INC.	KEYSTONE APPLE, INC.	4401 Jonestown Road	Harrisburg	PA	17109	717-652-3061
KEYSTONE APPLE, INC.	KEYSTONE APPLE, INC.	1181 Mae Street	Hummelstown	PA	17036	717-566-8399
KEYSTONE APPLE, INC.	KEYSTONE APPLE, INC.	2321 Lincoln Highway East	Lancaster	PA	17601	717-290-8330
KEYSTONE APPLE, INC.	KEYSTONE APPLE, INC.	3501 Paxton St.	Harrisburg	PA	17111	717-561-2248
KEYSTONE APPLE, INC.	KEYSTONE APPLE, INC.	320 E. Main Street	Ephrata	PA	17522	717-738-5200
MILLER APPLE, L. P.	MILLER APPLE, L.P.	5940 State Street	Saginaw	MI	48603	989-799-8965
MILLER APPLE, L. P.	MILLER APPLE, L.P.	4929 E. Pickard Road	Mt. Pleasant	MI	48858	989-779-2766
MILLER APPLE, L. P.	MILLER APPLE, L.P.	6911 Eastman Road	Midland	MI	48640	989-631-5940
MILLER APPLE, L. P.	MILLER APPLE, L.P.	18115 Silver Parkway	Fenton	MI	48430	810-714-9230
MILLER APPLE, L. P.	MILLER APPLE, L.P.	2902 US Hwy. 41	Marquette	MI	49855	906-226-2043
MILLER APPLE, L. P.	MILLER APPLE, L.P.	1468 M-32 West	Alpena	MI	49707	989-354-3886
MILLER APPLE, L. P.	MILLER APPLE, L.P.	1980 US Highway 131 South	Petoskey	MI	49770	231-347-0440

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
MILLER APPLE, L. P.	MILLER APPLE, L.P.	G-3129 Miller Road	Flint	MI	48507	810-235-1911
MILLER APPLE, L. P.	MILLER APPLE, L.P.	4469 W. Vienna Rd	Clio	MI	48420	810-564-1980
MILLER APPLE, L. P.	MILLER APPLE, L.P.	1379 W. Main Street	Gaylord	MI	49735	989-732-2530
MILLER APPLE, L. P.	MILLER APPLE, L.P.	2437 E M 21	Corunna	MI	48817	989-720-2727
MILLER APPLE, L. P.	MILLER APPLE, L.P.	2992 Cook Road	West Branch	MI	48661	989-343-0100
MILLER APPLE, L. P.	MILLER APPLE, L.P.	8800 Main Street	Birch Run	MI	48415	989-624-4307
MILLER APPLE, L. P.	MILLER APPLE, L.P.	2260 Tittabawassee	Saginaw	MI	48604	989-793-0119
MILLER APPLE, L. P.	MILLER APPLE, L.P.	4135 E. Court Street	Burton	MI	48509	810-744-1977
MILLER APPLE, L. P.	MILLER APPLE, L.P.	3500 Wilder Road	Bay City	MI	48706	989-671-0057
MILLER APPLE, L. P.	MILLER APPLE, L.P.	2384 U.S. 31 South	Traverse City	MI	49684	231-929-2929
MILLER APPLE, L. P.	MILLER APPLE, L.P.	4478 Business Spur	Sault Sainte Marie	MI	49783	906-253-0532
MILLER APPLE, L. P.	MILLER APPLE, L.P.	980 Razorback Drive	Houghton	MI	49931	906-482-2800
MILLER APPLE, L. P.	MILLER APPLE, L.P.	10040 Lapeer Road	Davison	MI	48423	810-653-3900
MILLER APPLE, L. P.	MILLER APPLE, L.P.	1400 East Hill Road	Grand Blanc	MI	48439	810-603-2750
MILLER APPLE, L. P.	MILLER APPLE, L.P.	G-4418 W. Pierson Rd	Flint	MI	48504	810-720-1146
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	172 Cassidy Blvd.	Pikeville	KY	41501	606-433-1815
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	30 Morton Blvd.	Hazard	KY	41701	606-435-2737
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	2545 Scottsville Road	Bowling Green	KY	42104	270-782-6981
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	100 Max Wagner Drive	Glasgow	KY	42141	270-678-3325
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	505 Armco Road	Ashland	KY	41101	606-324-6646
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	3181 Maple Ave.	Zanesville	OH	43701	740-588-9244
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	482 Pike Street	Marietta	OH	45750	740-374-5390
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	547 E. State Street	Athens	OH	45701	740-592-2606

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NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	4610 Gallia Street	New Boston	OH	45662	740-456-5200
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	389 John Scott Highway	Steubenville	OH	43952	740-264-9448
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	50655 Valley Frontage Road	St. Clairsville	OH	43950	740-695-8440
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	15545 Old Hickory Blvd.	Nashville	TN	37211	615-843-1000
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	1311 Smithville Hwy.	Mc Minnville	TN	37110	931-473-1999
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	718 Thompson Lane	Nashville	TN	37204	615-298-3298
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	2896 S. Rutherford Blvd.	Murfreesboro	TN	37130	615-895-7777
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	3534 Tom Austin Hwy.	Springfield	TN	37172	615-384-8390
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	543-A Hwy. 46 South	Dickson	TN	37055	615-446-6446
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	1957 N Jackson Street	Tullahoma	TN	37388	931-393-2270
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	3066 Wilma Rudolph	Clarksville	TN	37043	931-551-8020
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	705 S James Campbell Blvd	Columbia	TN	38401	931-380-0503
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	4937 Columbia Pike	Spring Hill	TN	37174	615-302-2468
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	609 S. Cumberland Street	Lebanon	TN	37087	615-453-2199
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	516 Commerce Drive	Bluefield	VA	24605	276-322-0204

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NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	197 Piercy Dr.	Lewisburg	WV	24901	304-645-5646
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	302 Merchants Walk	Summersville	WV	26651	304-872-8800
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	123 Meadowfield Lane	Princeton	WV	24740	304-425-3546
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	1135 Third Avenue	Huntington	WV	25701	304-525-4321
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	531 Emily Drive	Clarksburg	WV	26301	304-623-2092
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	202 Kanawha Mall	Charleston	WV	25387	304-925-6334
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	3 Dudley Farms Lane	Charleston	WV	25309	304-744-2199
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	802 Grand Central Avenue	Vienna	WV	26105	304-295-0165
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	19 Mall Road	Barboursville	WV	25504	304-733-4028
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	100 Hylton Lane	Beckley	WV	25801	304-253-6700
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	60 Liberty Sq	Hurricane	WV	25526	304-757-4310
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	3 Cabela Drive	Wheeling	WV	26059	304-547-0339
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	NEIGHBORHOOD HOSPITALITY, INC.	789 Beverly Pike	Elkins	WV	26241	304-637-0680
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	1688 U.S. Hwy. 231 South	Ozark	AL	36360	334-445-0098
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	3050 Ross Clark Circle, S.W.	Dothan	AL	36301	334-793-7800

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NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	298 Southhall Lane	Maitland	FL	32751	407-475-0207
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	200 N. Suncoast Blvd.	Crystal River	FL	34429	352-563-2800
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	1901 W. Main Street	Inverness	FL	34452	352-560-0300
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	230 Arteva Drive	Lakeland	FL	33809	863-853-8400
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	28422 State Road 54	Wesley Chapel	FL	33543	813-994-6444
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	1009 Bichara Blvd.	The Villages	FL	32159	352-753-0000
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	7175 State Road 70	Bradenton	FL	34203	941-755-2828
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	1204 Townsgate Ct.	Plant City	FL	33566	813-719-1500
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	20090 Cortez Blvd.	Brooksville	FL	34601	352-796-4454
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	30180 US Hwy. 19 North	Clearwater	FL	33761	727-786-8404
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	5779 East Fowler Avenue	Temple Terrace	FL	33617	813-989-2000
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	1545 Palm Bay Road	Melbourne	FL	32905	321-951-4440
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	678 West 23rd Street	Panama City	FL	32405	850-872-9888
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	5110 East Bay Drive	Clearwater	FL	33764	727-539-6388
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	7055 County Road 46A	Lake Mary	FL	32746	407-444-9930

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NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	4016 Tampa Road	Oldsmar	FL	34677	813-855-4575
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	5908 18th St. East	Ellenton	FL	34222	941-722-7100
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	2615 SW 19th Ave. Rd.	Ocala	FL	34474	352-622-4499
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	4638 SR 64 East	Bradenton	FL	34208	941-748-6800
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	100 Sykes Creek Pkwy N.	Merritt Island	FL	32953	321-455-9898
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	12103 Collegiate Way	Orlando	FL	32817	407-282-2055
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	4301 Cortez Road	Bradenton	FL	34210	941-792-1234
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	4040 Lagniappe Way	Tallahassee	FL	32317	850-765-0228
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	7441 W Newberry Rd.	Gainesville	FL	32605	352-332-8877
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	2823 S. Orange Ave	Orlando	FL	32806	407-420-2940
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	3315 US Highway 17-92	Casselberry	FL	32707	407-960-7928
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	6324 N. International Dr	Orlando	FL	32819	407-730-3564
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	11030 S International Drive	Orlando	FL	32821	(407) 985-2365
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	4411 W. Gandy Blvd.	Tampa	FL	33611	813-252-7951
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	3920 W. Hillsborough Ave.	Tampa	FL	33614	813-872-9666

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NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	15351 US Highway 441	Eustis	FL	32726	352-357-2180
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	1905 S.R. 60 East	Valrico	FL	33594	813-571-7444
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	1465 McMullen Booth Road	Clearwater	FL	33759	727-723-0303
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	8537 Little Road	New Port Richey	FL	34654	727-817-1000
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	4835 S. Florida Avenue	Lakeland	FL	33813	863-701-7400
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	200 Ambersweet Way	Davenport	FL	33897	863-424-7900
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	10601 County Line Road	Spring Hill	FL	34609	352-666-0027
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	2901 66th Street North	St. Petersburg	FL	33710	727-343-1070
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	14990 E Orange Lake Blvd	Kissimmee	FL	34747	407-465-5506
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	1355 Apalachee Pkwy	Tallahassee	FL	32301	850-222-1254
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	13351 SR 535	Orlando	FL	32821	321-395-4074
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	1700 W. Int'l Speedway Blvd	Daytona Beach	FL	32114	386-253-3656
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	6290 W. Irlo Bronson Memorial Hwy	Celebration	FL	34747	(407) 507-3142
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	4700 4th Street North	St Petersburg	FL	33703	727-522-9400
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	2599 Enterprise Road	Orange City	FL	32763	386-774-5225

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NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	2503 S. Kirkman Rd.	Orlando	FL	32811	(407) 704-6750
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	2050 E. Highway 50	Clermont	FL	34711	(352) 708-5717
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	10911 Starkey Road	Largo	FL	33777	727-393-3933
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	1005 N W 13th Street	Gainesville	FL	32601	352-335-0150
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	3001 W Eaugallie Blvd	Melbourne	FL	32934	321-242-8488
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	1390 Dunlawton Avenue	Port Orange	FL	32127	386-761-2222
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	150 Williamson Blvd	Ormond Beach	FL	32174	386-672-0733
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	829 Providence Road	Brandon	FL	33511	813-643-0000
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	3255 University Parkway	Sarasota	FL	34243	941-355-1400
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	1388 Capital Circle NW	Tallahassee	FL	32304	850-574-1444
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	2060 E. Osceola Pkwy.	Kissimmee	FL	34744	407-348-2810
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	4759 Irlo Bronson Memorial Pkwy.	Kissimmee	FL	34746	407-397-2288
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	13500 John Young Parkway	Orlando	FL	32837	407-206-5039
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	10243 Big Bend Road	Riverview	FL	33569	813-236-9200
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	10071 Hutchison Blvd	Panama City Beach	FL	32407	850-234-3600

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NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	15090 N. Dale Mabry Highway	Carrollwood	FL	33618	813-269-7887
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	600 N. Tyndall Parkway	Callaway	FL	32404	850-522-0903
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	201 Cypress Garden Boulevard	Winter Haven	FL	33880	863-294-7777
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	10606 Sheldon Road	Tampa	FL	33626	813-926-6660
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	4651 Commercial Way	Spring Hill	FL	34606	352-597-6900
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL, LLC	4000 Park Blvd.	Pinellas Park	FL	33781	727-544-1100
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	792 Glynn St N	Fayetteville	GA	30214	770-461-7368
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	6915 Douglas Blvd.	Douglasville	GA	30135	770-942-8280
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	4685 Nelson Brogdon Blvd	Sugar Hill	GA	30518	678-482-0502
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	2945 Stonecrest Circle	Lithonia	GA	30038	678-526-0867
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	637 Westover Blvd.	Albany	GA	31707	229-439-0040
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	5200 Highway 78	Stone Mountain	GA	30087	770-879-8549
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	1705 Browns Bridge Road	Gainesville	GA	30501	770-535-1300
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	2445 Mall Boulevard	Kennesaw	GA	30144	770-427-7196
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	826 Turner McCall Blvd.	Rome	GA	30161	706-235-6133

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NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	504 Lakeland Plaza	Cumming	GA	30040	770-887-1922
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	655 Duluth Hwy	Lawrenceville	GA	30045	770-339-9752
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	5176 Hwy. 278 N.W.	Covington	GA	30014	770-787-0706
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	550 Thornton Road	Lithia Springs	GA	30122	678-398-0888
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	3254 Inner Perimeter Rd.	Valdosta	GA	31605	229-257-0003
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	1524 Lafayette Parkway	LaGrange	GA	30240	706-242-9189
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	13765 US Highway 19 S	Thomasville	GA	31792	229-227-0811
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	4705 Memorial Drive	Decatur	GA	30032	404-294-4610
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	4353 Lawrenceville Highway	Tucker	GA	30084	770-938-6459
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	3690 Cascade Road	Atlanta	GA	30331	404-691-6480
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	2728 New Spring Road S.E.	Atlanta	GA	30339	770-432-1974
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	1008 Highway 53 SE	Calhoun	GA	30701	706-979-7402
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	544 Carl-Bethlehem Road	Bethlehem	GA	30620	678-963-5360
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	901 Ridgewalk Parkway	Woodstock	GA	30188	678-626-3677
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	4789 Atlanta Hwy	Loganville	GA	30052	770-255-3896

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	105 E. Ridgeway Road	Commerce	GA	30529	706-336-0069
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	6727 Tara Blvd	Jonesboro	GA	30236	770-968-1204
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	1421 Riverstone Parkway	Canton	GA	30114	770-345-1161
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	2226 West Broad Street	Athens	GA	30601	706-543-1339
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	1301 St. Augustine Road	Valdosta	GA	31601	229-241-9933
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	3676 Highway 138 S.E.	Stockbridge	GA	30281	770-507-7201
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	1925 Highway 124	Snellville	GA	30078	770-979-1947
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	185 Cherokee Place	Cartersville	GA	30121	770-382-2822
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	1105 Southpark Street	Carrollton	GA	30117	770-836-8111
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	2095 Pleasant Hill Rd.	Duluth	GA	30096	770-497-8723
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	475 Franklin Road	Marietta	GA	30067	770-423-0045
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	971 Bullsboro Drive	Newnan	GA	30265	770-251-2285
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	5149 Jimmy Lee Smith Parkway	Hiram	GA	30141	770-222-8382
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	1448 Dogwood Dr.	Conyers	GA	30013	770-922-9464
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	31 Bethel Drive	Dawsonville	GA	30534	706-216-2400

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	130 Perimeter Center Place	Dunwoody	GA	30346	770-512-0235
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	145 Martin Luther King Jr. Blvd.	Monroe	GA	30655	770-267-7692
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	421 Veteran¿s Pkwy N.	Moultrie	GA	31788	229-873-9720
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS FL TWO	808 West 7th Street	Tifton	GA	31794	229-382-2337
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	815 Industrial Blvd.	McDonough	GA	30253	678-432-3023
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	1647 North Expressway	Griffin	GA	30223	770-227-2221
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	4210 Johns Creek Parkway	Suwanee	GA	30024	678-584-1444
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	2205 Veterans Blvd, Suite F16	Del Rio	TX	78840	830-768-1300
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	11605 W. 1604 North	San Antonio	TX	78254	210-695-3611
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	1305 N. LOOP 1604 West	San Antonio	TX	78258	210-492-9736
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	97 Loop 410 N.E.	San Antonio	TX	78216	210-979-7701
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	5363 Kyle Center Drive	Kyle	TX	78640	512-268-2362
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	15802 IH-10 West	San Antonio	TX	78249	210-641-2408
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	3060 E. Main Street	Uvalde	TX	78801	830-591-9400
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	995 IH35 North	New Braunfels	TX	78130	830-629-7808

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	7880 IH35 North	San Antonio	TX	78218	210-967-6484
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	1511 S.W. Military Drive	San Antonio	TX	78221	210-924-7900
PORTER APPLE COMPANY	PORTER APPLE COMPANY	4555 Southern Hills Dr #106	Sioux City	IA	51106	712-276-2226
PORTER APPLE COMPANY	PORTER APPLE COMPANY	700 S. 13th St.	Norfolk	NE	68701	402-379-4260
PORTER APPLE COMPANY	PORTER APPLE COMPANY	301 N. 27th St.	Spearfish	SD	57783	605-642-9480
PORTER APPLE COMPANY	PORTER APPLE COMPANY	3221 E. 10th Street	Sioux Falls	SD	57103	605-977-4640
PORTER APPLE COMPANY	PORTER APPLE COMPANY	3001 LeFevre Drive	Brookings	SD	57006	605-692-2775
PORTER APPLE COMPANY	PORTER APPLE COMPANY	4001 West 41st Street	Sioux Falls	SD	57106	605-362-1926
PORTER APPLE COMPANY	PORTER APPLE COMPANY	2160 Haines Ave.	Rapid City	SD	57701	605-394-0338
PORTER APPLE COMPANY	PORTER APPLE COMPANY	2630 9th Avenue SE	Watertown	SD	57201	605-882-8804
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	12201 Winchester Rd. SW	LaVale	MD	21502	301-729-4189
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	10 Shining Willow Way	La Plata	MD	20646	301-539-4945
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	4100 N W Crain Highway	Bowie	MD	20716	301-805-7240
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	3610 Crain Highway	Waldorf	MD	20603	301-645-2217
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	45480 Miramar Way	California	MD	20619	301-862-1573
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	5613 Spectrum Drive	Frederick	MD	21703	301-663-6057
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	7242 Baltimore Avenue	College Park	MD	20740	301-864-6118
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	1000 Largo Center Drive	Largo	MD	20774	301-499-4113
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	21048 Frederick Road	Germantown	MD	20876	301-972-1301
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	555 N. Solomons Island Road	Prince Frederick	MD	20678	410-414-5828

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	3447 Donnell Drive	Forestville	MD	20747	301-516-7800
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	13600 Baltimore Avenue	Laurel	MD	20707	301-725-4938
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	611 South Hughes Blvd	Elizabeth City	NC	27909	252-338-2221
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	1050 Wayne Avenue	Chambersburg	PA	17201	717-263-4040
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	12825 Washington Township Blvd	Waynesboro	PA	17268	717-749-3057
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	2005 Abbey Road	Charlottesville	VA	22911	434-293-3208
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	9901 Southpoint Parkway	Fredericksburg	VA	22407	540-898-7441
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	3330 Pine Bluff Drive	Dumfries	VA	22026	703-221-0783
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	103 Lakeview Parkway	Suffolk	VA	23435	757-686-1159
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	101 S. Carter St.	Ashland	VA	23005	804-798-2334
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	1396 Armory Drive	Franklin	VA	23851	757-516-6053
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	45 Riverton Commons Plaza	Front Royal	VA	22630	540-635-4302
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	1650 Tappahannock Blvd.	Tappahannock	VA	22560	804-443-0361
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	4995 Westone Plz	Chantilly	VA	20151	703-378-1133
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	612 Grassfield Parkway	Chesapeake	VA	23322	757-312-0163

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	2159 Coliseum Drive	Hampton	VA	23666	757-838-8460
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	900 Moorefield Park Drive	Richmond	VA	23236	804-330-3954
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	808 Lynnhaven Parkway	Virginia Beach	VA	23452	757-468-4245
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	12235 Jefferson Avenue	Newport News	VA	23602	757-249-2207
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	9601 W Broad St	Glen Allen	VA	23060	804-747-0583
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	5400 West Broad Street	Richmond	VA	23230	804-673-1721
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	2611 Hundred Road West	Chester	VA	23831	804-768-4259
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	10823 Hull Street Rd	Midlothian	VA	23112	804-276-3855
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	449 South Park Circle	Colonial Heights	VA	23834	804-526-6038
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	4132 Portsmouth Blvd	Chesapeake	VA	23321	757-465-7024
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	5750 Virginia Beach Blvd	Norfolk	VA	23502	757-461-6766
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	1520 Sam's Circle	Chesapeake	VA	23320	757-549-1020
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	10151 Brook Road	Glen Allen	VA	23059	804-266-6095
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	4040 Virginia Beach Blvd	Virginia Beach	VA	23452	757-498-3014
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	1426 Kempsville Road	Virginia Beach	VA	23464	757-467-8755

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	571 Branchlands Blvd	Charlottesville	VA	22901	434-974-5596
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	139 Lee Jackson Highway	Staunton	VA	24401	540-886-3867
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	1206 N Main St	Suffolk	VA	23434	757-934-8676
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	1756 General Booth Blvd	Virginia Beach	VA	23454	757-721-6469
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	4306 South Laburnum Avenue	Richmond	VA	23231	804-226-9390
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	561 First Colonial Rd	Virginia Beach	VA	23451	757-437-5833
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	1640 Richmond Road	Williamsburg	VA	23185	757-564-7261
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	11900 Iron Bridge Plaza	Chester	VA	23831	804-778-4722
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	1860 E. Market Street	Harrisonburg	VA	22801	540-438-8121
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	7396 Bell Creek Road	Mechanicsville	VA	23111	804-559-9223
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	6806 Walton Lane	Gloucester	VA	23061	804-694-3160
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	12970 Fair Lakes Shopping Ctr	Fairfax	VA	22033	703-802-9855
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	6310 Richmond Highway	Alexandria	VA	22306	703-768-1636
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	13850 Noblewood Plaza	Woodbridge	VA	22193	703-680-1523
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	2851 Plank Road	Fredericksburg	VA	22401	540-785-9944

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	127 E. Broad Street	Falls Church	VA	22046	703-532-5380
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	45979 Denizen Plaza	Sterling	VA	20165	703-444-4354
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	105 West Lee Highway	Warrenton	VA	20186	540-341-2044
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	900 Lew DeWitt Blvd.	Waynesboro	VA	22980	540-949-7300
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	1808 S. Main St.	Farmville	VA	23901	434-315-5581
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	1000 Stafford Market Place	Stafford	VA	22556	540-658-0717
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	105 Sadler Lane	Emporia	VA	23847	434-336-9540
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	150 Crock Well's Mill Drive	Winchester	VA	22603	540-723-6357
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	100 Wells Street	La Crosse	VA	23950	434-447-4813
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	755 Foxcroft Drive	Martinsburg	WV	25401	304-263-4970
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	129 Jefferson Crossing Way	Charles Town	WV	25414	304-728-8866
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	4940 Government Blvd.	Mobile	AL	36693	251-666-1760
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	5760 Airport Blvd	Mobile	AL	36608	251-343-4981
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2409 S. McKenzie Street	Foley	AL	36535	251-943-6006
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	4625 E. Grant Road	Tucson	AZ	85712	520-319-0544
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	13756 W. Bell Road	Surprise	AZ	85374	623-544-0368
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	13832 W. McDowell Road	Goodyear	AZ	85338	623-536-8440
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	5870 East Broadway	Tucson	AZ	85711	520-750-9780

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2032 East Baseline Road	Mesa	AZ	85204	480-545-4299
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	8001 West Bell Road	Peoria	AZ	85382	623-878-1410
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2053 S. Alma School Road	Mesa	AZ	85210	480-831-7557
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	565 E. Wetmore	Tucson	AZ	85705	520-292-2600
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2720 W. Bell Road	Phoenix	AZ	85053	602-789-9449
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	6259 E. Southern Avenue	Mesa	AZ	85206	480-830-3099
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	3899 El Mercado Loop	Sierra Vista	AZ	85635	520-459-1664
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2651 N 75th Ave	Phoenix	AZ	85035	623-849-8895
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2180 E. Baseline Road	Phoenix	AZ	85042	602-323-5680
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	9330 W. Northern Ave.	Glendale	AZ	85305	623-877-4885
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	5210 W Baseline Rd.	Laveen	AZ	85339	602-605-8010
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1655 W. Elliot	Tempe	AZ	85284	480-893-2878
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2547 N 44th Street	Phoenix	AZ	85008	602-952-0033
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2 East Camelback	Phoenix	AZ	85012	602-266-3330
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1881 East Highway 69	Prescott	AZ	86301	928-445-8787
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2230 W. Ina Road	Tucson	AZ	85741	520-297-2220
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	909 E. Broadway	Tempe	AZ	85282	480-736-1100
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	5880 W. Peoria Ave.	Glendale	AZ	85302	623-878-3500
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2501 W. Happy Valley Road	Phoenix	AZ	85085	623-434-7469
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	4712 E. Ray Rd.	Higley	AZ	85236	480-279-0824
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1143 N. Higley Road	Mesa	AZ	85205	480-981-4667
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	215 Rasberry Road	Crestview	FL	32536	850-689-0050
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	8670 Hwy. 98 West	Miramar Beach	FL	32550	850-267-3055

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	165 E Nine Mile Road	Pensacola	FL	32534	850-478-9007
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	5091 Bayou Blvd.	Pensacola	FL	32503	850-479-9208
RMH FRANCHISE HOLDINGS, INC.	RMH ILLINOIS, LLC	1507 36th Street	Peru	IL	61354	815-220-1500
RMH FRANCHISE HOLDINGS, INC.	RMH ILLINOIS, LLC	2015 Sheridan Road	Zion	IL	60099	847-731-7680
RMH FRANCHISE HOLDINGS, INC.	RMH ILLINOIS, LLC	2401 W. 95th Street	Evergreen Park	IL	60805	708-857-7635
RMH FRANCHISE HOLDINGS, INC.	RMH ILLINOIS, LLC	9380 Joliet Road	Hodgkins	IL	60525	708-387-7350
RMH FRANCHISE HOLDINGS, INC.	RMH ILLINOIS, LLC	1719 River Oaks Drive	Calumet City	IL	60409	708-862-4730
RMH FRANCHISE HOLDINGS, INC.	RMH ILLINOIS, LLC	6656 W. Grand Avenue	Chicago	IL	60707	773-836-7696
RMH FRANCHISE HOLDINGS, INC.	RMH ILLINOIS, LLC	4937 Cal Sag Road	Crestwood	IL	60445	708-389-9085
RMH FRANCHISE HOLDINGS, INC.	RMH ILLINOIS, LLC	1040 N. Kinzie Ave.	Bradley	IL	60915	815-936-0571
RMH FRANCHISE HOLDINGS, INC.	RMH ILLINOIS, LLC	2411 Sycamore Road	DeKalb	IL	60115	815-748-3222
RMH FRANCHISE HOLDINGS, INC.	RMH ILLINOIS, LLC	1700 N. Richmond Road	McHenry	IL	60050	815-344-6305
RMH FRANCHISE HOLDINGS, INC.	RMH ILLINOIS, LLC	125 South Randall Road	Elgin	IL	60123	847-697-4897
RMH FRANCHISE HOLDINGS, INC.	RMH ILLINOIS, LLC	2795 Plainfield Road	Joliet	IL	60431	815-254-9070
RMH FRANCHISE HOLDINGS, INC.	RMH ILLINOIS, LLC	7519 S. Cicero	Chicago	IL	60652	773-767-0711
RMH FRANCHISE HOLDINGS, INC.	RMH ILLINOIS, LLC	2400 W. Jefferson Street	Joliet	IL	60435	815-729-1766
RMH FRANCHISE HOLDINGS, INC.	RMH ILLINOIS, LLC	4029 W. 167th Street	Country Club Hills	IL	60478	708-647-9486
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	602 Fairview Blvd.	Kendallville	IN	46755	260-349-1570
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	507 Ley Dr	Auburn	IN	46706	260-927-9885
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	202 E. Jacob Ave.	Angola	IN	46703	260-668-3830
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	5788 Coventry Lane	Ft. Wayne	IN	46804	260-436-9445
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	650 West Lincoln Highway	Schererville	IN	46375	219-322-4750
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	4515 Lincoln Way East	Mishawaka	IN	46544	574-256-9501

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	5414 Meijer Drive	Ft. Wayne	IN	46835	260-492-9991
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	4510 North Clinton Street	Ft. Wayne	IN	46825	260-484-6060
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1150 Ireland Road	South Bend	IN	46614	574-291-8522
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	330 Ridge Road	Munster	IN	46321	219-836-8222
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	6525 Lima Road	Ft. Wayne	IN	46818	260-497-7404
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	670 Morthland	Valparaiso	IN	46385	219-477-3868
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	4425 National Road East	Richmond	IN	47374	765-935-3940
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	6615 N Main Street	Granger	IN	46530	574-273-0003
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	3241 Interchange Drive	Elkhart	IN	46514	574-266-1129
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	8425 Broadway	Merrillville	IN	46410	219-736-1811
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	6211 US Highway 6	Portage	IN	46368	219-762-3243
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	346 Hauenstein Road	Huntington	IN	46750	260-358-1977
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	3703 Portage Road	South Bend	IN	46628	574-277-2640
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1807 Reith Blvd	Goshen	IN	46526	574-875-4929
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2621 E. Center Street	Warsaw	IN	46580	574-268-1025
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2225 N Oak Road	Plymouth	IN	46563	574-935-3066
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	3rd & Poyntz	Manhattan	KS	66502	785-537-0909
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	5928 S.W. 17th Street	Topeka	KS	66604	785-272-3664
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2901 Eaglecrest Drive	Emporia	KS	66801	620-343-0000
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	113 N. Plaza Drive	Nicholasville	KY	40356	859-881-1464
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	690 N. Maysville Road	Mt. Sterling	KY	40353	859-499-3367
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2810 Alexandria Pike	Highland Heights	KY	41076	859-781-2805
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1500 Oxford Drive	Georgetown	KY	40324	502-570-5856

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RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1307 US 127 South	Frankfort	KY	40601	502-875-6117
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	30 Crestview Hills Mall Road	Crestview Hills	KY	41017	859-341-6708
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	7383 Turfway Road	Florence	KY	41042	859-371-4141
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	4009 Nicholasville Rd, Block B	Lexington	KY	40503	859-271-9393
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	853 Eastern Bypass	Richmond	KY	40475	859-624-1224
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	300 Skywatch Dr.	Danville	KY	40422	859-936-7400
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1761 Sharkey Way	Lexington	KY	40511	859-226-0697
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1525 W Lexington Avenue	Winchester	KY	40391	859-737-0111
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	175 Wal-Mart Way	Maysville	KY	41056	606-759-0620
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1856 Alysheba Way	Lexington	KY	40509	859-263-2546
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2919 S. Main Street	Maryville	MO	64468	660-562-3161
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	4004 Frederick Blvd.	St Joseph	MO	64506	816-233-0801
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1601 Bienville Blvd	Ocean Springs	MS	39564	228-872-8270
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	4619 S. Lincoln Ave.	York	NE	68467	402-362-3700
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	3730 Village Drive	Lincoln	NE	68516	402-420-1182
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	5605 2nd Ave.	Kearney	NE	68848	308-698-6000
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	328 E. 23rd. Street	Columbus	NE	68601	402-562-5123
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2303 Osborne Dr. West	Hastings	NE	68901	402-462-6978
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	625 Cabelas Dr.	Sidney	NE	69162	308-254-4686
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2302 Frontage Rd., Monument Mall	Scottsbluff	NE	69361	308-635-7750
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	102 Platte Oasis Parkway	North Platte	NE	69101	308-532-5292
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	6100 O Street, Suite C318	Lincoln	NE	68505	402-467-6161
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	721 Diers Ave.	Grand Island	NE	68803	308-398-5100

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RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	3951 North 27th Street	Lincoln	NE	68521	402-477-1313
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1161 Polaris Parkway	Columbus	OH	43240	614-840-9092
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1590 Georgesville Square Drive	Columbus	OH	43228	614-851-4100
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2200 N. State Rt. 53	Fremont	OH	43420	419-355-0549
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	6084 Mulhauser	West Chester	OH	45069	513-942-4074
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1003 N. Clinton Street	Defiance	OH	43512	419-784-2279
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2020 Stringtown Road	Grove City	OH	43123	614-801-1100
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	820 N. Bridge Street	Chillicothe	OH	45601	740-702-7753
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	5331 Pleasant Ave.	Fairfield	OH	45014	513-939-1790
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2755 Brice Road	Reynoldsburg	OH	43068	614-755-9999
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	480 Ackerman Road	Columbus	OH	43202	614-268-1220
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	700 Washington Blvd., N.W.	Hamilton	OH	45013	513-868-9400
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	5050 Crookshank	Cincinnati	OH	45238	513-451-3015
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	967 Hebron Road	Heath	OH	43056	740-522-1570
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	4440 Glen Este-Withamsville Rd	Batavia	OH	45103	513-752-0700
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	10635 Techwood Circle	Blue Ash	OH	45242	513-769-6201
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	105 N. Springboro Pike	W. Carrollton	OH	45449	937-436-3222
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	221 N Vandemark Road	Sidney	OH	45365	937-498-1833
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	7340 Central Ave.	Toledo	OH	43617	419-843-5319
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	7920 Beechmont Ave.	Cincinnati	OH	45230	513-474-6605
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	3007 Curtice Road	Northwood	OH	43619	419-691-9200
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	881 W. Central Ave.	Springboro	OH	45066	937-743-9420
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	9595 Colerain Avenue	Cincinnati	OH	45251	513-385-0400

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RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2825 Glendale Ave	Toledo	OH	43614	419-382-3096
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1925 Roschman Ave.	Lima	OH	45804	419-222-2757
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2531 Tiffin Ave	Findlay	OH	45840	419-425-9955
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	5561 Westchester Woods Blvd	Hilliard	OH	43026	614-527-9670
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	904 Great East Plaza	Niles	OH	44446	330-544-0780
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	3240 Towne Blvd.	Middletown	OH	45044	513-727-0058
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	8331 Old Troy Pike	Huber Heights	OH	45424	937-233-9973
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1615 Rivervalley Circle North	Lancaster	OH	43130	740-681-1594
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1800 West 1st Street	Springfield	OH	45504	937-322-6700
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	266 East Alexis Road	Toledo	OH	43612	419-470-1140
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	3296 Elida Road	Lima	OH	45805	419-331-8502
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1514 Mt. Vernon Avenue	Marion	OH	43302	740-389-2305
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	531 Dussel Road	Maumee	OH	43537	419-897-9779
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	3894 Morse Road	Columbus	OH	43219	614-337-8230
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	4702 Monroe Street	Toledo	OH	43623	419-475-2245
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	9660 Mason-Montgomery Road	Mason	OH	45040	513-336-9943
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1759 West Main Street	Troy	OH	45373	937-335-1550
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1795 Delco Park Dr.	Kettering	OH	45420	937-643-0698
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1099 Delaware Avenue	Marysville	OH	43040	937-642-2352
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1991 Harner Drive	Xenia	OH	45385	937-372-2600
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	3169 Princeton Road	Hamilton	OH	45011	513-868-7888
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	6691 South Avenue	Boardman	OH	44512	330-965-0460
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	6242 Wilmington Pike	Dayton	OH	45459	937-848-6177

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RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	8565 Winton Road	Cincinnati	OH	45231	513-729-2400
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1001 Westside Drive	Durant	OK	74701	580-931-9306
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2002 N US HWY 81	Duncan	OK	73533	580-475-0031
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	6211 N.W. Cache Road	Lawton	OK	73505	580-536-8600
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	3501 North Main	Altus	OK	73521	580-480-1500
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1220 N. Mississippi	Ada	OK	74820	580-272-6534
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2680 W. Broadway	Ardmore	OK	73401	580-490-3373
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	201 S. Hermitage Road	Hermitage	PA	16148	724-342-3979
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	6691 S. Padre Island Dr.	Corpus Christi	TX	78412	361-906-1999
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	514 E. Expressway 83	McAllen	TX	78503	956-686-8484
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1820 US Highway 181	Portland	TX	78374	361-643-2489
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1829 W. Expressway 83	Weslaco	TX	78596	956-973-1529
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	306 E Mile 3 Rd	Palmhurst	TX	78573	956-519-4572
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	5630 W. Amarillo Blvd	Amarillo	TX	79106	806-677-7470
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	6501 4th Street	Lubbock	TX	79416	806-785-4118
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2912 Boca Chica Blvd	Brownsville	TX	78521	(956) 546-1579
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2810 Soncy Road	Amarillo	TX	79121	806-351-2810
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	10719 International Boulevard	Laredo	TX	78045	(956) 795-1976
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	4025 South Loop 289	Lubbock	TX	79423	806-785-4025
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	7601 San Dario Avenue	Laredo	TX	78045	956-725-9900
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	4601 N 10th Street	McAllen	TX	78504	956-618-0600
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1519 West Harrison	Harlingen	TX	78550	956-425-5544
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2911 Kemp Blvd	Wichita Falls	TX	76308	940-767-5287

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RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1913 W. Trenton Road	Edinburg	TX	78539	956-994-3378
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1927 Cliff Davis Avenue	Gillette	WY	82716	307-685-1110
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	1401 Dell Range Blvd.	Cheyenne	WY	82009	307-638-3434
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2491 Foothill Blvd.	Rock Springs	WY	82901	307-362-0200
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	3209 Grand Avenue	Laramie	WY	82070	307-745-3880
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	359 Miracle Rd	Evansville	WY	82636	307-472-6555
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	22873 Sussex Highway	Seaford	DE	19973	302-628-0756
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	36501 Seaside Outlet Blvd	Rehoboth Beach	DE	19971	302-226-5307
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	698 B North Dupont Highway	Milford	DE	19963	302-424-0954
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	1225 Churchville Road	Bel Air	MD	21015	410-638-2617
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	2408 Brandermill Blvd.	Gambrills	MD	21054	410-451-1655
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	6798 Reisterstown Rd.	Baltimore	MD	21215	410-358-3896
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	5231 Campbell Blvd.	Nottingham	MD	21236	(443) 461-6200
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	12849 Ocean Gateway	Ocean City	MD	21842	410-213-7396
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	8999 Ocean Gateway Dr.	Easton	MD	21601	410-770-9882
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	634 Baltimore Blvd	Westminster	MD	21157	410-871-0755
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	2141 Generals Highway	Annapolis	MD	21401	410-573-5280

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ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	2703 North Salisbury Blvd	Salisbury	MD	21801	410-546-2713
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	8610 LaSalle Road	Towson	MD	21286	410-296-2390
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	6505 Baltimore National Pike	Catonsville	MD	21228	410-788-3591
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	991 Beards Hill Road	Aberdeen	MD	21001	410-273-7841
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	7760 Eastpoint Mall	Baltimore	MD	21224	410-285-1274
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	3330 Brunswick Pike	Lawrenceville	NJ	08648	609-799-9559
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	333 State Highway #33	Hamilton	NJ	08619	609-890-8649
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	323 Old York Road	Jenkintown	PA	19046	215-572-9718
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	2710 Dekalb Pike	East Norriton	PA	19401	610-239-7776
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	145 N. West End Blvd.	Quakertown	PA	18951	215-529-0334
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	7650 City Line	Philadelphia	PA	19151	215-477-8600
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	2333 Welsh Road	Lansdale	PA	19446	215-631-9605
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	833 N. State Street	Pottstown	PA	19464	610-718-8360
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	7150 Hamilton Blvd.	Trexlertown	PA	18087	610-366-7276
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	3219 Street Road	Bensalem	PA	19020	215-633-1496

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ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	1281 Knapp Road	North Wales	PA	19454	215-699-6931
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	2 West Road	Newtown	PA	18940	215-497-3477
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	815 E. Baltimore Pike	Kennett Square	PA	19348	610-444-9886
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	320 Macdade Blvd.	Folsom	PA	19033	610-461-7573
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	2501 Aramingo Ave.	Philadelphia	PA	19125	215-634-4422
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	1510 N Cedar Crest Blvd	Allentown	PA	18104	610-530-7910
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	3702 Easton-Nazareth Hwy.	Easton	PA	18045	610-923-7610
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	70 Buckwalter Road	Limerick	PA	19468	610-792-8136
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	300 International Dr.	Lewisburg	PA	17837	570-522-6512
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	3479 E. Lincoln Hwy.	Thorndale	PA	19372	610-383-0534
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	215 S. 15th Street	Philadelphia	PA	19102	215-772-2791
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	8601 Henry Avenue	Philadelphia	PA	19128	215-482-2805
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	174 Eagleview Blvd	Exton	PA	19341	610-594-2348
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	4301 Pennell Road	Aston	PA	19014	610-485-3528
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	939 Columbia Blvd.	Bloomsburg	PA	17815	570-387-6998

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ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	1107 West Chester Pike	West Chester	PA	19382	610-696-0710
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	2535-37 Castor Avenue	Philadelphia	PA	19134	215-744-0679
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	1305 West Chester Pike	Havertown	PA	19083	610-449-2295
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	3050 N. 5th Street Highway	Reading	PA	19605	610-921-0158
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	5600 Perkiomen Ave.	Reading	PA	19606	610-404-2702
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	3730 Nazareth Pike	Bethlehem	PA	18020	610-882-4129
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	2109 Motel Drive	Bethlehem	PA	18018	610-867-7793
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	1905 Ridgewood Road	Wyomissing	PA	19610	610-372-0337
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	1063 East Street Road	Southampton	PA	18966	215-357-1068
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	555 S. Trooper Road	Norristown	PA	19403	610-666-6621
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	253 Wilkes-Barre Township Blvd	Wilkes-Barre	PA	18701	570-822-5043
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	901 N. Susquehanna Trail	Selinsgrove	PA	17870	570-374-8548
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	1745 Easton Road	Doylestown	PA	18901	215-491-0291
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	2 Weis Lane	West Hazleton	PA	18201	570-450-7411
ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	ROSE CASUAL DINING, L.P.	74 Viewmont Mall	Scranton	PA	18508	570-342-6099

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ROSE CASUAL DINING, L.P/DELAWARE VALLEY ROSE, L.P..	DELAWARE VALLEY ROSE, L.P.	9142 Roosevelt Blvd.	Philadelphia	PA	19115	215-677-2292
RYAN RESTAURANT CORPORATION	Great Falls Apple, Inc.	223 River Drive South	Great Falls	MT	59405	406-452-5051
RYAN RESTAURANT CORPORATION	Boot Hill Apple, Inc.	740 24th Street West	Billings	MT	59102	406-655-0255
RYAN RESTAURANT CORPORATION	Helena Apple, Inc.	1212 Custer	Helena	MT	59601	406-449-7300
RYAN RESTAURANT CORPORATION	Kalispell Apple, Inc.	2322 US Hwy 93 N	Kalispell	MT	59901	406-755-5575
RYAN RESTAURANT CORPORATION	Evergreen Apple LLC	1200 E. Idaho	Kalispell	MT	59901	406-257-7117
RYAN RESTAURANT CORPORATION	Bozeman Apple, Inc.	1108 North 7th Avenue	Bozeman	MT	59715	406-587-3445
RYAN RESTAURANT CORPORATION	Missoula Apple, Inc.	4041 Highway 93 South	Missoula	MT	59801	406-251-4020
RYAN RESTAURANT CORPORATION	Boot Hill Apple, Inc.	204 Main	Billings	MT	59105	406-896-8450
SCOTT'S APPLE, INC.	SCOTT'S APPLE, INC.	7790 Peach Street	Erie	PA	16509	814-866-8210
SCOTT'S APPLE, INC.	SCOTT'S APPLE, INC.	11227 Shaw Avenue	Meadville	PA	16335	814-333-2848
SCOTT'S APPLE, INC.	SCOTT'S APPLE, INC.	2725 Market Street	Warren	PA	16365	814-406-7373
SCOTT'S APPLE, INC.	SCOTT'S APPLE, INC.	2911 West 12th Street	Erie	PA	16505	814-838-1144
SCOTT'S APPLE, INC.	SCOTT'S APPLE, INC.	4002 Buffalo Road	Erie	PA	16510	814-898-0150
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	3551 Nameoki Rd.	Granite City	IL	62040	618-798-9780
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	923 N Illinois Rt. 3	Waterloo	IL	62298	618-939-3555
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	610 N. Bluff Road	Collinsville	IL	62234	618-345-6840
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	3600 S State Route 159	Glen Carbon	IL	62034	618-205-8550
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	2624 N. Illinois Street	Swansea	IL	62226	618-235-4577
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	117 Woods Lane	Salem	IL	62881	618-548-9601
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	319 Homer Adams Pkwy.	Alton	IL	62002	618-462-6575

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SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	4300 Green Mount Crossing Drive	Shiloh	IL	62269	618-632-6210
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	1921 Vaughn Road	Wood River	IL	62095	618-258-1051
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	SOUTHERN RIVER RESTAURANTS, LLC	1000 West Esplanada Avenue	Kenner	LA	70065	504-469-6500
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	SOUTHERN RIVER RESTAURANTS, LLC	3701 Veterans Memorial Blvd	Metairie	LA	70002	504-455-0755
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	SOUTHERN RIVER RESTAURANTS, LLC	315 N. Highway 190	Covington	LA	70433	985-898-0500
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	SOUTHERN RIVER RESTAURANTS, LLC	850 I-10 Service Road	Slidell	LA	70458	985-641-4800
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	SOUTHERN RIVER RESTAURANTS, LLC	5630 Johnston Street	Lafayette	LA	70503	337-988-0067
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	SOUTHERN RIVER RESTAURANTS, LLC	4005 General DeGaulle	New Orleans	LA	70114	504-361-9700
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	SOUTHERN RIVER RESTAURANTS, LLC	9702 Airline Highway	Baton Rouge	LA	70816	225-924-3001
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	SOUTHERN RIVER RESTAURANTS, LLC	1220 S Clearview Pkwy	Harahan	LA	70123	504-734-0042
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	SOUTHERN RIVER RESTAURANTS, LLC	1500 MacArthur Drive	Alexandria	LA	71301	318-449-9991
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	SOUTHERN RIVER RESTAURANTS, LLC	1039 W. Tunnel Blvd	Houma	LA	70360	985-851-7100
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	SOUTHERN RIVER RESTAURANTS, LLC	3142 Highway 190	Hammond	LA	70401	985-419-2220
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	4550 Forest Park Boulevard	Saint Louis	MO	63108	314-454-6636
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	2301 Maplewood Commons Drive	Maplewood	MO	63143	314-645-3378

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SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	507 Warren City Center	Warrenton	MO	63383	636-456-3735
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	11977 St. Charles Rock Road	Bridgeton	MO	63044	314-344-2880
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	2921 S. Service Road	Saint Charles	MO	63303	636-946-7705
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	11077 New Halls Ferry Road	Florissant	MO	63033	314-838-6606
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	9031 Watson Road	Crestwood	MO	63126	314-968-0800
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	1110 Big Bill Road	Arnold	MO	63010	636-282-1550
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	2309 N. US Highway 67	Florissant	MO	63033	314-837-2020
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	14830 Manchester Road	Ballwin	MO	63011	636-207-0801
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	21 Dillon Plaza Dr	High Ridge	MO	63049	636-677-4888
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	511 S. Bishop	Rolla	MO	65401	573-308-1600
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	11950 Olive Blvd	Creve Coeur	MO	63141	314-567-3252
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	1377 Highway K	OFallon	MO	63366	636-272-2700
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	4680 Chippewa	Saint Louis	MO	63116	314-352-3700
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	1960 Washington Crossing	Washington	MO	63090	636-390-9714
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	748 W. Karsch Blvd.	Farmington	MO	63640	573-760-0900

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SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	6170 Mid Rivers Mall Drive	Saint Peters	MO	63304	636-447-8532
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	1987 Wentzville Pkwy.	Wentzville	MO	63385	636-332-9249
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	673 Gravois Bluffs Blvd.	Fenton	MO	63026	636-305-1735
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	9090 St. Charles Rock Road	Saint John	MO	63114	314-427-1867
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	314 South Service Road East	Sullivan	MO	63080	573-860-2143
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	13301 Middlebelt Rd	Livonia	MI	48150	734-245-4680
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	29177 Southfield Rd	Southfield	MI	48076	248-849-9620
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	1685 Market Place Drive SE	Caledonia	MI	49316	616-698-9342
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	30686 Lyon Center Drive	New Hudson	MI	48165	248-446-1770
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	23099 Outer Drive	Allen Park	MI	48101	313-274-4540
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	2111 West Eight Mile Rd	Detroit	MI	48203	313-586-5980
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	17101 Haggerty	Northville	MI	48167	248-374-9032
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	2284 Woodlake Drive	Okemos	MI	48864	517-347-4892
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	680 N. Beacon Boulevard	Grand Haven	MI	49417	616-844-6813
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	3250 Grand Ridge Dr NE	Grand Rapids	MI	49525	616-364-9492
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	2105 N. Squirrel Road	Auburn Hills	MI	48326	248-373-4659
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	2100 N. Telegraph Road	Monroe	MI	48162	734-243-6756
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	2450 Coolidge Road	East Lansing	MI	48823	517-336-5926
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	9100 Highland Road	White Lake	MI	48386	248-698-0901
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	2553 Elizabeth Lake Rd	Waterford Township	MI	48328	248-706-1006
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	4488 Potomac Avenue	Grandville	MI	49418	616-534-8173
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	2310 Green Road	Ann Arbor	MI	48105	734-741-1870
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	787 E. Chicago	Coldwater	MI	49036	517-278-1432
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	23200 Allen Road	Woodhaven	MI	48183	734-692-0582
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	718 Perry Street	Big Rapids	MI	49307	231-796-7429
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	3949 E. Grand River Ave.	Howell	MI	48843	517-540-0611
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	3134 Beeline Road	Holland	MI	49423	616-786-4446
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	1811 DeMillie Road	Lapeer	MI	48446	810-245-6070

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TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	1310 S Centerville Rd	Sturgis	MI	49091	269-651-9880
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	638 W. State Street	Hastings	MI	49058	269-945-6090
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	6270 S Cedar St	Lansing	MI	48911	517-882-8320
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	1330 W. Broadway	Three Rivers	MI	49093	269-273-7505
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	119 Whitetail Drive	Dundee	MI	48131	734-529-5656
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	3819 Carpenter Road	Ypsilanti	MI	48197	734-973-7440
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	26582 Ford Road	Dearborn Heights	MI	48127	313-561-1187
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	47900 Grand River Road	Novi	MI	48374	248-449-1592
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	1243 Hwy. M-89	Plainwell	MI	49080	269-685-9238
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	13855 Eureka Road	Southgate	MI	48195	734-282-1220
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	36475 Warren Road	Westland	MI	48185	734-467-7215
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	1005 W. Eisenhower Parkway	Ann Arbor	MI	48103	734-741-4851
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	1706 W Michigan Ave	Jackson	MI	49202	517-783-5700
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	5775 Beckley Road	Battle Creek	MI	49015	269-979-8619
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	5990 Gull Road	Kalamazoo	MI	49048	269-343-2192
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	1642 Packard Hwy.	Charlotte	MI	48813	517-541-2814
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	3881 W. US Hwy. 10	Ludington	MI	49431	231-845-0611
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	10526 Belleville Road	Belleville	MI	48111	734-699-6660
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	615 S. Greenville West Drive	Greenville	MI	48838	616-754-7669
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	1205 W. Michigan Ave.	Marshall	MI	49068	269-781-9699
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	43500 Ford Road	Canton	MI	48187	734-455-7510
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	5330 West Main Street	Kalamazoo	MI	49009	269-382-4448
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	5400 West Saginaw	Lansing	MI	48917	517-321-6045
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	3851 Alpine Ave NW	Comstock Park	MI	49321	616-784-6199
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	21350 Ecorse Road	Taylor	MI	48180	313-389-5400
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	1825 East Sherman Blvd	Muskegon	MI	49444	231-737-0345
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	37004 Van Dyke	Sterling Heights	MI	48312	586-268-9801
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	17810 E Eight Mile Road	Harper Woods	MI	48225	313-839-1100
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	3700 Pine Grove Ave.	Port Huron	MI	48060	810-984-5682
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	45211 Park Avenue	Utica	MI	48315	586-997-0230
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	1396 South Main Street	Adrian	MI	49221	517-263-3344
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	31653 Gratiot Avenue	Roseville	MI	48066	586-415-9630
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	2050 Pipestone Road	Benton Harbor	MI	49022	269-925-8808
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	6675 S Westnedge Avenue	Portage	MI	49002	269-324-1496

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TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	1375 28th St SW	Wyoming	MI	49509	616-261-2588
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	8025 12 Mile Rd	Warren	MI	48093	586-574-1833
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	27851 23 Mile Road	Chesterfield	MI	48051	586-949-7010
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	4955 28th Street	Grand Rapids	MI	49546	616-977-1900
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	1275 West 14 Mile Road	Madison Heights	MI	48071	248-589-9889
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	455 Haggerty Hwy.	Commerce Township	MI	48390	248-926-8060
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	3039 Commerce Lane	Ionia	MI	48846	616-523-1102
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	4475 Lake Michigan Drive NW	Walker	MI	49534	616-453-3623
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	2440 Ontario Drive	Saint Johns	MI	48879	989-224-2706
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	HEARTLAND APPLE	116 S Roosevelt	Burlington	IA	52601	319-752-7744
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	HEARTLAND APPLE	1966 North Henderson Street	Galesburg	IL	61401	309-344-7325
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	HEARTLAND APPLE	3335 Veteran's Parkway	Springfield	IL	62704	217-698-0550
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	THE BLOOMIN' APPLE, LLC	6845 East State Street	Rockford	IL	61108	815-226-8818
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	THE BLOOMIN' APPLE, LLC	2554 Sunrise Drive	Springfield	IL	62703	217-528-7021
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	HEARTLAND APPLE	900 Riverside Dr.	E. Peoria	IL	61611	309-694-9363
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	HEARTLAND APPLE	3540 Court Street	Pekin	IL	61554	309-353-3988
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	HEARTLAND APPLE	502 N Veterans Parkway	Bloomington	IL	61701	309-663-2134
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	HEARTLAND APPLE	1275 S. Route 51	Forsyth	IL	62535	217-875-0281
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	HEARTLAND APPLE	3827 Broadway	Quincy	IL	62301	217-228-8451
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	HEARTLAND APPLE	6844 N War Memorial	Peoria	IL	61615	309-692-5029
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	THE BLOOMIN' APPLE, LLC	1675 East Riverside Road	Rockford	IL	61114	815-654-8339
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	THE BLOOMIN' APPLE, LLC	1802 S. West Street	Freeport	IL	61032	815-233-1815

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THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	HEARTLAND APPLE	1201 N. Dunlap Avenue	Savoy	IL	61874	217-359-1894
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	THE BLOOMIN' APPLE, LLC	2126 Gateway Center	Belvidere	IL	61008	815-544-0136
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	HEARTLAND APPLE	1721 W. Morton Avenue	Jacksonville	IL	62650	217-243-3654
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	HEARTLAND APPLE	2121 N. Prospect	Champaign	IL	61822	217-359-8178
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	THE BLOOMIN' APPLE, LLC	2680 Cranston Road	Beloit	WI	53511	608-365-9156
THE BLOOMIN' APPLE, LLC/HEARTLAND APPLE	THE BLOOMIN' APPLE, LLC	3024 Milton Avenue	Janesville	WI	53545	608-756-3559
TL CANNON	TLC EAST, LLC	526 Boston Post Road	Orange	CT	06477	203-795-5762
TL CANNON	TLC EAST, LLC	350 Long Hill Road	Groton	CT	06340	860-446-0452
TL CANNON	TLC EAST, LLC	1690 E. Main Street	Torrington	CT	06790	860-489-8690
TL CANNON	TLC EAST, LLC	93 Storrs Road	Willimantic	CT	06226	860-423-6069
TL CANNON	TLC EAST, LLC	57 Federal Road	Danbury	CT	06810	203-790-7090
TL CANNON	TLC EAST, LLC	270 New Britain Ave.	Plainville	CT	06062	860-747-2358
TL CANNON	TLC CENTRAL, LLC	2300 N. Triphammer Road	Ithaca	NY	14850	607-257-6200
TL CANNON	TLC CENTRAL, LLC	3 Lowes Drive	Saratoga Springs	NY	12866	518-583-2606
TL CANNON	TLC WEST, LLC	2120 Chili Ave.	Rochester	NY	14624	585-426-7630
TL CANNON	TLC CENTRAL, LLC	3450 North Road	Poughkeepsie	NY	12601	845-486-0052
TL CANNON	TLC CENTRAL, LLC	856 S.R. 13	Cortland	NY	13045	607-753-6031
TL CANNON	TLC CENTRAL, LLC	223 N. Comrie Ave.	Johnstown	NY	12095	518-762-1720
TL CANNON	TLC WEST, LLC	3067 W. State Street	Olean	NY	14760	716-372-2828
TL CANNON	TLC CENTRAL, LLC	1794 Black River Blvd.	Rome	NY	13440	315-336-9833
TL CANNON	TLC WEST, LLC	3189 Erie Blvd.East	Dewitt	NY	13214	315-445-7000
TL CANNON	TLC WEST, LLC	200 Paddy Creek Circle	Rochester	NY	14615	585-581-0830
TL CANNON	TLC WEST, LLC	5017 Transit Road	Williamsville	NY	14221	716-633-7635
TL CANNON	TLC WEST, LLC	585 Moseley Road	Fairport	NY	14450	585-425-4700
TL CANNON	TLC WEST, LLC	4405 Milestrip Road	Blasdell	NY	14219	716-824-5550
TL CANNON	TLC CENTRAL, LLC	1171 Ulster Ave	Kingston	NY	12401	845-336-4509
TL CANNON	TLC CENTRAL, LLC	12 Orange Plaza Lane	Middletown	NY	10940	845-342-2201
TL CANNON	TLC CENTRAL, LLC	4755 Commercial Drive	New Hartford	NY	13413	315-768-3300

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
TL CANNON	TLC WEST, LLC	8322 Lewiston Rd.	Batavia	NY	14020	585-344-0600
TL CANNON	TLC CENTRAL, LLC	291 Route 9W	Glenmont	NY	12077	518-426-7651
TL CANNON	TLC CENTRAL, LLC	5006 State Highway 23	Oneonta	NY	13820	607-431-9200
TL CANNON	TLC WEST, LLC	4967 Transit Road	Depew	NY	14043	716-681-4888
TL CANNON	TLC CENTRAL, LLC	630 W. State Street	Herkimer	NY	13350	315-866-5900
TL CANNON	TLC CENTRAL, LLC	3149 Silverback Ln	Painted Post	NY	14870	607-937-3318
TL CANNON	TLC CENTRAL, LLC	115 Independent Way	Brewster	NY	10509	845-279-4165
TL CANNON	TLC CENTRAL, LLC	268 Saratoga Road	Glenville	NY	12302	518-399-2429
TL CANNON	TLC WEST, LLC	3349 Monroe Ave.	Pittsford	NY	14534	585-586-6030
TL CANNON	TLC CENTRAL, LLC	555 Troy Schenectady Road	Latham	NY	12110	518-785-1998
TL CANNON	TLC Utica, LLC	300 Riverside Center	Utica	NY	13502	315-735-0421
TL CANNON	TLC CENTRAL, LLC	1205 Route 300	Newburgh	NY	12550	845-567-0910
TL CANNON	TLC CENTRAL, LLC	3701 Vestal Parkway East	Vestal	NY	13850	607-729-4311
TL CANNON	TLC WEST, LLC	1050 Union Road	West Seneca	NY	14224	716-677-2821
TL CANNON	TLC WEST, LLC	4401 Genesee Valley Plaza	Geneseo	NY	14454	585-243-2240
TL CANNON	TLC CENTRAL, LLC	1006 State Route 36	Hornell	NY	14843	607-324-3333
TL CANNON	TLC CENTRAL, LLC	420 Fairview Avenue	Hudson	NY	12534	518-828-0000
TL CANNON	TLC WEST, LLC	628 S Main Street	North Syracuse	NY	13212	315-452-5670
TL CANNON	TLC WEST, LLC	1955 Empire Blvd	Webster	NY	14580	585-787-0570
TL CANNON	TLC WEST, LLC	1608 Military Road	Niagara Falls	NY	14304	716-298-1085
TL CANNON	TLC WEST, LLC	3975 Route 31	Liverpool	NY	13090	315-652-6881
TL CANNON	TLC WEST, LLC	5822 S Transit Road	Lockport	NY	14094	716-439-1270
TL CANNON	TLC WEST, LLC	1683 E Ridge Road	Rochester	NY	14622	585-339-9750
TL CANNON	TLC WEST, LLC	1641 Niagara Falls Blvd	Amherst	NY	14228	716-831-8062
TL CANNON	TLC CENTRAL, LLC	877 County Route 64	Elmira	NY	14903	607-739-1959
TL CANNON	TLC WEST, LLC	340 East Fairmount Avenue	Lakewood	NY	14750	716-763-3500
TL CANNON	TLC WEST, LLC	2656 Delaware Avenue	Buffalo	NY	14216	716-876-9153
TL CANNON	TLC WEST, LLC	4207 Recreation Drive	Canandaigua	NY	14424	585-394-3430
TL CANNON	TLC WEST, LLC	5241 W. Genessee Street	Camillus	NY	13031	315-488-3715
TL CANNON	TLC CENTRAL, LLC	842 Upper Front Street	Binghamton	NY	13905	607-724-0458
TL CANNON	TLC WEST, LLC	3360 W. Henrietta Road	Rochester	NY	14623	585-427-0370
TL CANNON	TLC WEST, LLC	1785 Walden Avenue	Cheektowaga	NY	14225	716-897-2605
TL CANNON	TLC WEST, LLC	1283 Arsenal Street	Watertown	NY	13601	315-782-7828
TL CANNON	TLC WEST, LLC	3908 Vineyard Drive	Dunkirk	NY	14048	716-366-6700

Franchise Group (Developer)	Restaurant Legal Entity	Address	City	State	Zip Code	Phone Number
TL CANNON	TLC CENTRAL, LLC	2400 Cambridge Road	Schenectady	NY	12304	518-346-4455
TL CANNON	TLC CENTRAL, LLC	448 Evergreen Court	Central Valley	NY	10917	845-928-1817
TL CANNON	TLC CENTRAL, LLC	255 Quaker Road	Queensbury	NY	12804	518-793-5420
TL CANNON	TLC CENTRAL, LLC	594 N. Troy Road	Rensselaer	NY	12144	518-283-0700
TL CANNON	TLC WEST, LLC	221 Grant Avenue	Auburn	NY	13021	315-258-8398
TL CANNON	TLC CENTRAL, LLC	1860 Elmira Street	Sayre	PA	18840	570-888-3300
UTAH JOHNNY APPLESEED INC.	Kodiak Apple, Inc.	4331 Credit Union Drive	Anchorage	AK	99503	907-222-7753
UTAH JOHNNY APPLESEED INC.	Tooele Applette, LLC	1280 N. 30 W	Tooele	UT	84074	435-882-0064
UTAH JOHNNY APPLESEED INC.	St. George Applette, LLC	156 S. River Road	St. George	UT	84790	435-628-6600
UTAH JOHNNY APPLESEED INC.	Cedar City Applette, LLC	1352 South Providence Center D	Cedar City	UT	84720	435-865-7767
UTAH JOHNNY APPLESEED INC.	Bangerter Applette, LLC	3736 W. 7800 South	W. Jordan	UT	84088	801-280-6699
UTAH JOHNNY APPLESEED INC.	Johnny Appleseed One, LLC	6123 S. State Street	Murray	UT	84107	801-262-9360
UTAH JOHNNY APPLESEED INC.	West Valley Applette, LLC	2175 West City Center Court	West Valley City	UT	84119	801-974-4412
UTAH JOHNNY APPLESEED INC.	Applette LLC	5678 S Redwood Road	Taylorsville	UT	84123	801-963-5100
UTAH JOHNNY APPLESEED INC.	Applette Layton, LLC	1622 N. 1000 West	Layton	UT	84041	801-773-9100
UTAH JOHNNY APPLESEED INC.	Applette Riverdale, LLC	1125 W Riverdale Road	Riverdale	UT	84405	801-394-2200
UTAH JOHNNY APPLESEED INC.	UTAH JOHNNY APPLESEED INC.	290 West 1300 South	Orem	UT	84058	801-223-0111
UTAH JOHNNY APPLESEED INC.	American Fork Applette, LLC	313 W State Road	American Fork	UT	84003	801-216-8200
UTAH JOHNNY APPLESEED INC.	Bountiful Applette, LLC	27 North, 500 West	Bountiful	UT	84087	801-335-0333

<u>EXHIBIT H-2</u>

LIST OF FRANCHISEES WHO HAVE CEASED TO DO BUSINESS

APPLEBEE’S - LIST OF FRACHISEES WHO HAVE CEASED TO DO BUSINESS
LIST OF CLOSURES - AS OF DECEMBER 31, 2016

Franchise Group / Developer	Restaurant Legal Entity	Address	City	State	Zip Code	Telephone Number
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	4301 N. 1st Street	Livermore	CA	94551	216-525-2775
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	502 W. Huntington Drive	Monrovia	CA	91016	216-525-2775
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	2030 Ken Pratt Blvd	Longmont	CO	80501	216-525-2775
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP II, LLC	4705 Highway 80 East	Savannah Island	GA	31410	216-525-2775
APPLE AMERICAN GROUP	APPLE AMERICAN GROUP, LLC	1072 Broad Ripple Avenue	Indianapolis	IN	46220	216-525-2775
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	14860 Highway 7	Olathe	KS	66061	203-987-6162
APPLE CENTRAL GROUP	APPLE CENTRAL KC, LLC	1046 W. 103rd Street	Kansas City	MO	64114	203-987-6162
APPLE GOLD GROUP	OK APPLE, INC.	6 Mabelvale Plaza Lane	Little Rock	AR	72209	919-846-2577
APPLE GOLD GROUP	GREEN APPLE, LLC	1905 S Hurstbourne Lane	Louisville	KY	40220	919-846-2577
APPLE GOLD GROUP	APPLE GOLD, INC.	5110 Piper Station Drive	Charlotte	NC	28277	919-846-2577
APPLE GOLD GROUP	APPLE GOLD, INC.	3628 E. Franklin Blvd	Gastonia	NC	28056	919-846-2577
APPLE GOLD GROUP	GREEN APPLE, LLC	1655 Hendersonville Road	Asheville	NC	28803	919-846-2577
APPLE GOLD GROUP	OK APPLE, INC.	10461 S. Memorial	Bixby	OK	74133	919-846-2577
APPLE GOLD GROUP	OK APPLE, INC.	2610 W. Memorial Drive	Oklahoma City	OK	73134	919-846-2577
APPLE GOLD GROUP	OK APPLE, INC.	317 North Perkins Road	Stillwater	OK	74075	919-846-2577
APPLE GOLD GROUP	OK APPLE, INC.	9409 East 71st Street	Tulsa	OK	74133	919-846-2577
APPLE GOLD GROUP	NEW APPLE, INC.	1486 Stuart Engles Blvd.	Mt. Pleasant	SC	29464	919-846-2577
APPLE HOSPITALITY GROUP, LLC	APPLE HOSPITALITY GROUP, LLC	275 W. Wisconsin Ave.	Milwaukee	WI	53203	414-266-5100
APPLE TEXAS GROUP	APPLE TEXAS RESTAURANTS, INC	3140 F.M. 407	Highland Village	TX	75077	972-644-9494

Franchise Group / Developer	Restaurant Legal Entity	Address	City	State	Zip Code	Telephone Number
APPLE-METRO, INC.	APPLE-METRO, INC.	9525 Queens Blvd.	Rego Park	NY	11374	914-777-2331
DOHERTY ENTERPRISES, INC.	DOHERTY APPLE FLORIDA, LLC	1975 Military Trail	West Palm Beach	FL	33409	201 818-4669
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	4089 Fort Campbell Blvd	Hopkinsville	KY	42240	606 436-0736
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	5055 Old Hickory Blvd.	Hermitage	TN	37076	606 436-0736
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	335 Harding Place	Nashville	TN	37211	606 436-0736
NEIGHBORHOOD HOSPITALITY, INC/WOODLAND GROUP, INC	WOODLAND GROUP, INC.	8100 Highway 100 South	Nashville	TN	37221	606 436-0736
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	2404 Dallas Highway	Marietta	GA	30064	770-623-0360
NEIGHBORHOOD RESTAURANT PARTNERS GROUP	NEIGHBORHOOD RESTAURANT PARTNERS, LLC	125 Celebration Drive	Suwanee	GA	30024	770-623-0360
POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	POTOMAC FAMILY DINING GROUP OPERATING COMPANY LLC	11780 W. Broad Street	Richmond	VA	23233	240-752-7565
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	791 Indian Boundary Road	Chesterton	IN	46304	402-858-7880
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	2299 Richmond Rd	Lexington	KY	40502	402-858-7880
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	5037 N High Street	Columbus	OH	43214	402-858-7880
RMH FRANCHISE HOLDINGS, INC.	RMH FRANCHISE CORPORATION	4600 East Broad Street	Whitehall	OH	43213	402-858-7880

Franchise Group / Developer	Restaurant Legal Entity	Address	City	State	Zip Code	Telephone Number
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	47 Ludwig Drive	Fairview Heights	IL	62208	601 445-9710
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	SOUTHERN RIVER RESTAURANTS, LLC	7601 Bluebonnet Blvd.	Baton Rouge	LA	70810	601 445-9710
SOUTHERN RIVER RESTAURANTS/MID RIVER RESTAURANTS	MID RIVER RESTAURANTS, LLC	77 South County Center Way	Saint Louis	MO	63129	601 445-9710
TEAM SCHOSTAK GROUP	TSFR APPLE VENTURE LLC	750 Brown Road	Auburn Hills	MI	48326	248 357-6183
UTAH JOHNNY APPLESEED INC.	UTAH JOHNNY APPLESEED INC.	7611 DeBarr Rd.	Anchorage	AK	99504	801-532-5108
UTAH JOHNNY APPLESEED INC.	Draper Applette, LLC	123 E. 12300 S.	Draper	UT	84020	801-532-5108
UTAH JOHNNY APPLESEED INC.	South Jordan Applette, LLC	11460 South District Drive	South Jordan	UT	84095	801-532-5108

EXHIBIT I

GIFT CARD PARTICIPATION AGREEMENT

Participation Agreement

THIS PARTICIPATION AGREEMENT (this "Participation Agreement") is entered into as of _______________, 20__, by and among Stored Value Solutions a division of Comdata Inc. ("SVS"), a Delaware corporation, ACM Cards, Inc. ("ACMC"), a Florida corporation, and [Franchisee's Name] ("Participant"), a

BACKGROUND

A. Participant owns and operates one or more Applebee's Neighborhood Grill & Bar restaurants (each a "**Restaurant**" and collectively, the "**Restaurants**") pursuant to a franchise arrangement with Applebee's International, Inc. or one of its subsidiaries or affiliates (collectively, "**Applebee's**").

B. ACMC and SVS have entered into that certain Fourth Amended and Restated Gift Card Services Agreement (the "**Services Agreement**") dated October 1, 2013, for SVS to provide services in connection with Applebee's program governing the issuance of gift cards to Applebee's customers (the "**Gift Card Program**"); and

C. The Services Agreement provides that Participant may participate in the Gift Card Program by executing this Participation Agreement.

AGREEMENT

For due and adequate consideration, the parties agree as follows:

1. Definitions. The following capitalized terms will have the meaning set forth below.

   a. "**ACMC-BIN Gift Cards**" are Gift Cards that utilize the banking identification number ("BIN") or its equivalent, an IIN (Issuer Identification Number) or BINs registered and obtained by ACMC pursuant to the ISO/IEC 7812-1 Standard and process.

   b. "**Applebee's Affiliate**" means a legal entity under common ownership and control with ACMC.

   c. "**Confidential Information**" means (i) the contents of the Services Agreement and this Participation Agreement; (ii) and all information, whether oral or written and however disclosed, relating, directly or indirectly, to software, hardware, processes, methods, procedures, marketing and staffing plans, strategic business plans and forecasts, product plans and forecasts, third-party designated proprietary and confidential information, pricing of products or services, and all information which is marked or notified to Participant as being confidential, together with any other information which, in the normal course of business, would be considered of a confidential and proprietary nature; and (iii) all information, materials, and data regarding any customer or supplier of an Applebee's Affiliate or any employee of any party involved in the fulfillment of this Participation Agreement.

   d. **"Digital Gift Card**" means a regular gift card account number, which may or may not have a corresponding security code, that is ordered in bulk quantities and delivered to ACMC or a third party via secure FTP. Digital Gift Card account numbers are delivered in sequential gift card number ranges and are available for use by ACMC or an authorized third party that has an established connection agreement in place with SVS. Digital Gift Cards can subsequently be activated via the SVS System by ACMC through is direct connections or by the designated third party that has an authorized connection agreement in place with SVS.

   e. "**Gift Card**" means an electronic or physical gift card, including but not limited to a Digital Gift Card or a Virtual Gift Card that: (a) may be Issued through one or more channels; (b) bears (or is associated with in the case of Digital Gift Cards, Virtual Gift Cards, or other electronic gift cards) the marks, logos, trademarks, or trade dress of an Applebee's Affiliate; and (c), following Issuance, may be redeemed for goods and services (including tax and tip) at Applebee's restaurants or for other goods and services of an Applebee's Affiliate. "Gift Card" includes ACMC-BIN Gift Cards and SVS-BIN Gift Cards. For the avoidance of doubt, a Gift Card does not include cards which bear the marks or brand of a major payment network such as Visa, MasterCard, Discover, or American Express (each a **"Payment Network")** or whose transactions are authorized and settled via a Payment Network and are redeemable at multiple unaffiliated merchants.

f. **“Gift Card Services”** means Transaction Processing services and the other services to be provided to Participant by SVS in connection with Participant’s participation in the Gift Card Program and such other services offered by SVS under this Participation Agreement and accepted by Participant.

g. **“Gift Card Transaction Database”** means a database comprised of all information related to an active Gift Card, including without limitation, Gift Card transaction history, all lists, materials, documents, data, and all account numbers and their respective active balances and the BIN.

h. **“Issue”** means a Gift Card has been purchased and a valid transaction has been posted.

i. **“Participant Rejected Item”** means an ACH transaction initiated by SVS against Participant’s bank account that has been rejected due to insufficient funds or lack of authorization to debit the account.

j. **“Standard Gift Cards”** are closed-loop (meaning that such Gift Cards may only be redeemed for goods and services (including tax and tip) at Applebee’s Neighborhood Grill & Bar restaurants or for other goods and services of an Applebee’s Affiliate) Gift Cards processed solely on the SVS System of a CR80 product type with a dimension of 3 3/8” x 2 1/8”. Standard Gift Cards are constructed of a PVC substrate (white core) with a thickness of 24 or 30 mil. Standard Gift Cards contain a brown magnetic stripe of 5/16” in width, located 3/16” from the bottom of the back of the card. The magnetic stripe contains two (2) data. Standard Gift Cards contain a nineteen-digit account number printed on the card back and encoded on the magnetic stripe; the magnetic stripe contains a Card Verification Value (CVV) security code and is data encoded according to ISO standards.

k. **“SVS-BIN Gift Cards”** are Gift Cards that utilize the SVS BIN.

1. “**SVS Hardware**” means the internal hardware maintained and utilized by SVS to support the provision of Transaction Processing services.

m. **“SVS Procedures”** means the internal operating procedures used by SVS to support the provision of Transaction Processing services.

n. **“SVS Software”** means the application software utilized and maintained by SVS on its systems.

o. **“SVS System”** means, collectively, the SVS Software, the SVS Hardware, and the SVS Procedures.

p. **“Transaction Processing”** means posting of each transaction to the appropriate Gift Card file as it occurs in “real time.”

q. **“Virtual Gift Card”** is a regular gift card account number, which may or may not have a corresponding security code, that is warehoused by SVS under ACMC-specific merchant numbers. ACMC orders a quantity of Virtual Gift Cards in advance and this inventory is dedicated to ACMC for future use. ACMC accesses this inventory through established connections and by making a real-time “Issue Virtual” requests to SVS. Upon receipt of an “Issue Virtual” request, SVS will provide a virtual card number, with or without a corresponding security code, for the appropriate dollar amount. All subsequent transactions (i.e. customer redemptions) against a Virtual Gift Card require the PIN number to be present. SVS provides a daily report for inventory management.

2. **Participation in Gift Card Program.** By entering into this Agreement, Participant agrees to participate in the Gift Card Program, which generally includes services relating to order and delivery of Gift Cards, valuation, transaction processing, and settlement and reconciliation of Gift Card transactions, and agrees that its participation in the Gift Card Program will be governed by the terms and provisions of this Participation Agreement and any guidelines for franchisee participation in the Gift Card Program that may be established and amended by ACMC.

3. **Participant Responsibilities.** At Participant’s Restaurants, each Participant is responsible for:

a. Handling and ownership of the funds paid by the purchasers or holders of the Gift Cards.

b. Delivery of the products or services due to the purchasers or the holders of the Gift Cards.

c. Restaurant operations related to the Gift Card Program.

d. Gift Card Program compliance with all federal, state and local laws and regulations.

e. Reconciling the difference between the Participant's respective transaction records and the Gift Card Transaction Database.

f. Financial and reporting obligations associated with the purchase, usage, non-usage, expiration (if applicable), abandonment or escheatment of the Gift Cards and the associated funds.

g. Costs associated with upgrading technology at Participant's Restaurants and offices.

h. Payment of the costs and fees charged by SVS and ACMC to Participant.

i. Abiding by and complying with the terms and conditions of the Services Agreement, except for those terms that apply solely to ACMC.

j. For any Gift Cards requiring cross-border shipment or delivery, assuming the designation of importer of record, where applicable, and responsibility for all import duties, taxes and assessments in connection therewith.

4. **Information Spreadsheet and ACH Authorization.**

a. Participant understands and agrees that amounts due and owing from Participant to SVS in connection with the Gift Card Program will be automatically debited from Participant's designated bank account(s) by automated clearinghouse **("ACH").** Participant understands and agrees that SVS is acting as settlement agent for Participant and other participants in the Gift Card Program for the settlement of Gift Card redemptions between Gift Card Program participants. Accordingly, SVS will initiate ACH debits from and credits to Participant's designated bank account(s) for amounts due to or from Participant for redemptions of Gift Cards.

b. Participant will complete and sign an **"Information Spreadsheet"** for purposes of providing demographic information or profile for a Restaurant and an ACH authorization form, in each case, in the form provided by SVS, and will send the original ACH authorization form to Participant's bank and a copy to SVS. During the Term, Participant will (a) promptly notify SVS and ACMC of any change in information previously provided by Participant on an Information Spreadsheet or an ACH authorization form, and (b) will provide updated information and forms as requested by SVS or ACMC, including, without limitation, a separate Participation Agreement executed by any special purpose entity created and used by Participant to operate Participant's Gift Card program. If Participant adds a new Restaurant, Participant will update the Information Spreadsheet at least 30 days before the Restaurant opens for business.

5. **Offsets.** Participant acknowledges and agrees that SVS may reduce the amount to be deposited into Participant's bank account by any outstanding amount that is owed by Participant or any of Participant's affiliates to ACMC or an Applebee's Affiliate (the **"Offset Amount")** and will deposit the Offset Amount into ACMC's account.

6. **Funding.** Participant acknowledges, agrees and understands that proper funding of its designated bank account(s) for the Gift Card Program is necessary to ensure fair and efficient administration of the Gift Card Program. Participant agrees to ensure that its bank accounts are properly funded for the ACH settlement process and for ACH debits of fees owed to SVS. Participant acknowledges that SVS may charge ACMC certain amounts, including interest and penalties, in connection with a Participant Rejected Item. Participant will defend, indemnify, hold harmless and reimburse ACMC, its affiliates, directors and officers from and against any claim resulting from Participant's breach of this Section, including, without limitation, any amounts (including interest and penalties) that may be incurred by ACMC in connection with a Participant Rejected Item.

7. **Confidentiality.** Participant acknowledges that the Services Agreement is confidential and that Participant may be provided access to other Confidential Information of SVS.

a. Participant will use Confidential Information only to perform its obligations under this Participation Agreement and will not disclose the Confidential Information to any third party. Participant will only disclose Confidential Information to its employees or agents who need to know such information and who have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable under this Participation Agreement.

b. Participant will protect the Confidential Information from both unauthorized use and unauthorized disclosure by exercising at least the same degree of care that it uses for similar information of its own, but no less than reasonable care, will immediately give notice to the disclosing party of any unauthorized use or disclosure of Confidential Information and agrees to assist the other party in remedying any unauthorized use or disclosure of Confidential Information. Participant will not disclose to SVS or ACMC any confidential information of a third party without that third party's consent.

c. Upon cessation of work or written request, Participant will return or destroy (and verify in writing the destruction) all Confidential Information of SVS and, at SVS's option, will provide written certification of compliance with this provision.

d. Participant has no obligation to protect information that is: (a) rightfully known to Participant before disclosure under this Participation Agreement; (b) independently developed by Participant without relying on Confidential Information; (c) part of the public domain or lawfully obtained by Participant from a third party not under an obligation of confidentiality; or (d) free of confidentiality restrictions by written agreement of SVS.

e. Participant may disclose Confidential Information to the extent required by law, but Participant must give SVS prompt written notice of the required disclosure and must make a reasonable effort to obtain a protective order at SVS's expense.

f. Participant agrees that the wrongful disclosure of Confidential Information may cause irreparable injury that is not adequately compensable in monetary damages. Accordingly, SVS may seek injunctive relief in any court of competent jurisdiction for the breach or threatened breach of this Section in addition to any other remedies in law or equity. Participant will not raise the defense of an adequate remedy at law. This provision does not alter any other remedies available to either party.

g. Participant will not, without written consent of SVS and ACMC, disclose or issue any news release, announcement, denial or confirmation of this Participation Agreement, the Services Agreement, or any actual or potential business negotiations or relationship between Participant and SVS or ACMC and SVS.

8. **Indemnification.**

a. SVS will defend, indemnify, hold harmless and reimburse Participant and Participants' affiliates, directors and officers (each, a **"Participant Indemnitee")** from and against any claim by a third party against a Participant Indemnitee to the extent resulting from or alleged to have resulted from any breach of this Participation Agreement or the Services Agreement or negligent act or omission of SVS, its officers, directors, employees, agents or representatives.

b. SVS will defend, indemnify, hold harmless and reimburse the Participant Indemnitees from and against any claim by a third party that the SVS System or Standard Gift Card constitutes an infringement of any patent, trademark or copyright or the misappropriation of any trade secret. For any such third party claim, or to minimize the potential for a claim, SVS may at its option and expense either: (a) procure the right for the Participant Indemnitees to continue using the SVS System; (b) replace or modify the SVS System with comparable services; or (c) terminate the portion of the SVS System affected by the claim.

c. SVS' obligations above will not apply to the extent that the infringement or violation is caused by: (a) a modification to the SVS System or Standard Gift Cards by ACMC, ACMC's affiliates, directors and officers or Participant Indemnitee (each a "non SVS Party") (or any person or entity acting on behalf of a non-SVS Party); (b) the combination of the SVS System and/or Standard Gift Cards by any non-SVS Party (or any person or entity acting on the behalf of a non-SVS Party) with other third party products or services; (c) functional or other specifications that were provided by or requested by any non-SVS Party, or (d) any services or products provided by a third party other than any third party acting as a subcontractor, agent, or vendor to SVS used for the provision of the Gift Card Services.

d. To be indemnified, the Participant Indemnitee must promptly notify SVS in writing of the claim, but failure to promptly notify will not affect SVS's obligations unless the failure materially prejudices SVS's ability to satisfactorily defend or settle the claim. The Participant Indemnitee must also give SVS full and complete authority, information and assistance for the claim's defense and settlement. SVS will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The Participant Indemnitee will have the right, at its option, to participate in the settlement or defense of the claims, with its own counsel and at its own expense, but SVS will retain sole control of the claim's settlement or defense. To be indemnified under this Section, the Participant Indemnitee must not, by any act, including but not limited to any admission or acknowledgement, materially prejudice SVS's ability to satisfactorily defend or settle the claim. SVS will not enter into any settlement of a claim that involves a remedy other than the payment of money by SVS without the consent of the Participant Indemnitee — such consent will not be unreasonably withheld, conditioned or delayed.

9. **Term and Termination,** The term **("Term")** of this Participation Agreement will begin on the date this Participation Agreement is last executed and will terminate upon the expiration or earlier termination of the Services Agreement, this Participation Agreement, or Participant's franchise arrangement with an ACMC Affiliate in accordance with its terms, whichever occurs first. If SVS or Participant breaches its obligations (the **"Breaching Party")** to pay any undisputed sum, the party asserting the breach (the **"Claiming Party")** may give the Breaching Party written notice identifying the cause of the breach. The Claiming Party may terminate this Participation Agreement if the breach is not cured within 30 days after the Breaching Party has received the breach notice. If a Breaching Party breaches any of its other material duties or material obligations under this Participation Agreement, the Claiming Party may give the Breaching Party written notice identifying the cause of the breach. The Claiming Party may terminate this Participation Agreement if the Breaching Party has not substantially cured the breach within 30 days. If the breach cannot reasonably be cured within the 30-day period, then the Breaching Party must commence the cure within ten days of receiving the breach notice and diligently proceed to complete such cure, If this Participation Agreement is terminated, SVS will continue to provide the Gift Card Services with respect to all outstanding Gift Cards that were Issued before termination or expiration and SVS will continue to be compensated for such Gift Card Services until the earlier of the following events: (a) all Gift Card balances reach a zero value, or (b) 36 months from the date of termination. For purposes of clarification, ACMC may be the Claiming Party under the terms of this Participation Agreement to the extent Participant is the Breaching Party.

10. **ACMC Suspension and Termination Rights.** Participant acknowledges and agrees that ACMC may (a) immediately suspend this Participation Agreement upon written notice to Participant and SVS if, in ACMC's sole but reasonable discretion, Participant is in breach of a franchise agreement with any Applebee's Affiliate or their respective successors or assigns or any other payment obligations owed to an Applebee's Affiliate or their respective successors or assigns other than the payment obligations owed under this Participation Agreement (each a **"Franchisee Payment Default");** and/or (b) terminate this Participation Agreement if Participant does not cure a Franchisee Payment Default within ten days of receiving notice of such Franchisee Payment Default.

11. **SVS's Proprietary Rights and Ownership.** SVS will retain exclusive ownership of, and Participant will have no rights to, the trade names, trademarks and logos of SVS. SVS will retain exclusive ownership of the SVS System and the BIN assigned to and utilized by SVS, except to the extent ACMC has the right to use the SVS-BIN following termination of the Services Agreement.

12. **No Assignment.** This Participation Agreement is not assignable by Participant, in whole or in part, without the prior written approval of ACMC and SVS.

13. **Notices.** Notices provided under this Participation Agreement must be in writing and sent by hand delivery, registered or certified mail (return receipt requested), or reputable overnight carrier (such as Federal Express or UPS), to the appropriate address set forth below or such other address as a party may later designate in writing. The notice will be deemed given on the day the notice is received.

If to ACMC:

General Counsel

DineEquity, Inc.

450 N. Brand Blvd., 7th Floor

Glendale, CA 91203

If to SVS:	With a copy to:
Stored Value Solutions a	Comdata Legal Department
division of Comdata Inc.	5301 Maryland Way
One Oxmoor Place, Suite 305	Brentwood, TN 37027
101 Bullitt Lane	Attn: Chief Counsel
Louisville, Kentucky 40222	
Attn: President	

If to Participant:	With a copy to:
____________________	____________________
____________________	____________________
____________________	____________________
Attn:	Attn:

14. **Miscellaneous.** This Participation Agreement may be signed in counterparts and each counterpart with a hand-written signature, whether an original or an electronic data text (including telegram, telex, facsimile, electronic data interchange and electronic mail) is considered an original and all counterparts constitute one and the same instrument. This Participation Agreement and the Services Agreement constitute the entire agreement of the parties as to the subject matter of this Participation Agreement and supersede all prior or contemporaneous agreements, proposals, discussions or correspondence, whether written or oral. Except as expressly provided herein, amendments or modifications to this Participation Agreement must be in writing signed by an authorized representative of each party. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Participation Agreement. Participant understands and acknowledges that the Services Agreement may be amended by SVS and ACMC without notice

to Participant. The terms of this Participation Agreement are not intended by the parties to and will not have any effect on the terms of the Services Agreement as between ACMC and SVS. This Participation Agreement is governed by the laws of the State of Delaware, without regard to its conflicts of law principles.

ACCEPTED AND AGREED:

ACM Cards, Inc.	**Stored Value Solutions a division of Comdata Inc.**
By:	**By:**
Printed Name:	**Printed Name:**
Title:	**Title:**
Date:	**Date:**

Franchisee Name
By:
Printed Name:
Title:
Date:

EXHIBIT J

APPLEONE POINT OF SALE AND
APPLEONE CARDS SOFTWARE LICENSE AGREEMENT

AppleONE POINT OF SALE and AppleONE CARDS SOFTWARE LICENSE AGREEMENT

BETWEEN

APPLEBEE'S SERVICES, INC.

AND

TABLE OF CONTENTS

AppleONE POINT OF SALE and AppleONE CARDS SOFTWARE LICENSE AGREEMENT

This AppleONE POINT OF SALE and AppleONE CARDS Software License Agreement (the “Agreement”) dated as of ___________, 201__, (“Effective Date”) is between Applebee’s Services, Inc., a Kansas corporation (“Applebee’s”) and ______________________, a ___________ limited liability company/corporation (“Franchisee”).

BACKGROUND:

A. Applebee’s International, Inc. or one of its subsidiaries or affiliates is the owner and licensor of a unique chain of restaurants operating under the trademark “Applebee’s Neighborhood Grill & Bar”.

B. Franchisee has the exclusive right to operate one or more Applebee’s restaurants (individually a “Restaurant” and collectively the “**Restaurants**”), under a franchise agreement for each Restaurant (“**Franchise Agreement**”) between Franchisee and Applebee’s International, Inc. or one of its subsidiaries or affiliates.

C. Applebee’s has developed and is willing to provide to Franchisee certain proprietary software for use in operating the Restaurants; and

D. The parties wish to formalize their agreement with respect to the software provided to Franchisee.

THE PARTIES AGREEMENT AS FOLLOWS:

1.0 Definitions

The means given to terms in this Agreement are equally applicable to both the singular and the plural forms of the terms as the context may require. Terms used or defined in the exhibits attached to this Agreement that are not otherwise defined in this Agreement have the meaning set forth in those documents. For purposes of this Agreement, the following definitions apply:

“A1Cards” is defined in Section 2.2.

“A1POS” is defined in Section 2.1.

“Franchisee Data” is defined in Section 3.1.

“Licensed Materials” is defined in Section 3.1.

“Reference Materials” is defined in Section 3.1.

“Restaurants” is defined in Background, Paragraph B.

“Software” is defined in Section 2.1.

"Warranty Period" is defined in Section 7.1

2.0 Scope

2.1 AppleONE Point of Sale

This Agreement covers two Applebee's-owned software products provided to the Franchisee, AppleONE Point of Sale ("**A1POS**") and AppleONE Cards ("**A1Cards**") (collectively, the "**Software**"). A1POS is a restaurant point of sale management solution developed for the Applebee's concept by Applebee's International Inc, as assigned to Applebee's Services, Inc. It is designed to help perform various restaurant functions, such as time clock, order entry, pricing and taxing, cash management, employee maintenance, reporting and other various functions. **Exhibit B** sets forth additional specifications and information about A1POS. In conjunction with A1Cards, A1POS also supports payment processing via major, branded credit cards and the Applebee's branded gift card.

2.2 AppleONE Cards

A1Cards is a software payment solution for Restaurants to use in conjunction with A1POS to authorize and settle guest checks with an electronic form of payment. A1Cards currently supports the processing of credit cards (Visa, Master Card, American Express and Discover) and Applebee's branded gift cards. Additionally, A1Cards supports multiple credit card processor options. As of the Effective Date, A1Cards supports BA Merchant Services, Paymentech and the First Data family of companies. **Exhibits D and E** sets forth additional specifications and information about A1Cards.

2.3 Third Party Software

The services of a switch provider are needed to provide translation and communication between A1Cards and the credit and gift card processors. Depending on the Franchisee's selection of switch provider, Franchisee may be required to execute a sub-license for use of the switch provider's software.

2.4 Exhibits

The following attached exhibits are attached are incorporated into this Agreement:

Exhibit A	AppleONE POS - Services and Fees
Exhibit B	AppleONE POS - Specifications and Information
Exhibit C	AppleONE POS - Store Conversion Process
Exhibit D	AppleONE Cards - Fees and Approved Switch Provider Selection
Exhibit D-1	Elavon, Inc. (f/k/a Southern DataComm, Inc.) Client Software License
Exhibit E	AppleONE Cards - Specifications and Information

2.5 Software License - Apple One Cards Agreement

If Franchisee has a Software License – AppleONE Cards Agreement (an "A1 Cards Agreement") with Applebee's, this Agreement supersedes and replaces that Agreement. The

A1Cards Agreement will automatically terminate upon execution of this Agreement. Any outstanding amounts owed under the A1 Cards Agreement must be paid before Franchisee can enter in to this Agreement.

3.0 License

3.1 Right to Use

Applebee's grants and Franchisee accepts a non-transferable and non-exclusive right and license to install, execute, use, copy, display and perform the Software exclusively in one or more Restaurants (and as otherwise expressly permitted under this Agreement), including any updates supplied by Applebee's from time to time, and to receive the services described in **Exhibits A, B, D & E**, and any related printed or electronic reference materials provided by Applebee's (the "**Reference Materials**"). The Software and Reference Materials are jointly referred to as the "**Licensed Materials**"). Franchisee may use the Licensed Materials solely for the purpose of processing Franchisee's own data from the Restaurants (the "**Franchisee Data**") and for Franchisee's internal business purposes. The Software may be located only at the Restaurants and at Franchisee's business offices, if any. Subject to the provisions of this Agreement, Franchisee may: install one copy of the Software on each "**System**" and make one back-up or archival copy of the Software. Each System consists of one back-of-house server PC and multiple front-of-house work stations used to service one Restaurant. A System may also be located at Franchisee's office to be used only for testing purposes.

3.2 Remote Access

Franchisee may permit authorized users to access the Software at each Restaurant from one or more remote locations, provided that Franchisee is solely responsible for all equipment and software required to achieve such remote access, and provided that no part of the Software is downloaded or copied into any off-Restaurant computer memory during such remote access other than such copying into RAM memory of executable files as is required to achieve remote access.

3.3 Use Restrictions

The Licensed Materials are licensed for use only as set forth in this Agreement and Franchisee will not make any copies or use except as expressly permitted. Franchisee agrees not to use the Licensed Materials for the purpose of providing data processing services for any entities or facilities other than the Restaurants, including but not limited to, service bureau or time-sharing services.

3.4 Reverse Engineering

Franchisee will not modify, disassemble, decompile, translate or convert into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer, all or any part of the Software to develop new software with some or all of the functions of the Software.

3.5 POS Conversions

Franchisee agrees to notify Applebee's of all Restaurant conversions from an existing non-A1POS system to A1POS, by using the process described in **Exhibit C**.

3.6 Inspections

Franchisee agrees that Applebee's may perform reasonable inspections from time to time to verify that the Licensed Materials are being used in conformance with this Agreement. Applebee's may authorize a designated agent to perform such inspections.

3.7 Applebee's Use of Franchisee Data

Applebee's will not use or view the Franchisee Data except as set forth in this Agreement or as agreed to by Franchisee. Absent such authorization, Applebee's will not review, analyze or compile Franchisee Data or disclose it to any other parties, including other Franchisees.

3.8 Franchisee's Use of Franchisee Data

Franchisee may use Franchisee Data for any purpose, subject to the following restrictions:

(a) Franchisee will not disclose Franchisee Data, or any other data provided to Franchisee by Applebee's, to any third party except pursuant to a confidentiality agreement between Franchisee and such third party covering the nondisclosure of such data, and

(b) Franchisee will reasonably protect the trade secrets embodied in the data from discovery by third parties.

4.0 Title to the Licensed Materials

Applebee's owns the Licensed Materials provided under this Agreement. All Licensed Materials furnished under this Agreement and all copies made by or on behalf of Franchisee are and will remain the property of Applebee's

5.0 Confidentiality Obligations of Franchisee

5.1 Confidential Obligation

Franchisee agrees to maintain the confidentiality of the Licensed Materials, including without limitation, all concepts, methods, processes, ideas, designs, data models, and interfaces embodied or expressed in the Licensed Materials and to use the Licensed Materials only as expressly authorized in this Agreement. Franchisee will not disclose any of the Licensed Materials in any form or medium to any person, except on a confidential basis to such of Franchisee's employees and third parties who need to access the Licensed Materials to enable Franchisee to exercise its rights under this Agreement. Franchisee will take reasonable steps to ensure that such employees and third parties keep the Licensed Materials confidential. Franchisee will be liable for any breach of this Agreement by such employees or third parties.

5.2 Proprietary Legends

Franchisee will include all proprietary, copyright, trademark, design right and trade secret legends, in the same form and location as the legend appearing on the Licensed Materials on all authorized backup and archival copies of the Licensed Materials. Further, Franchisee will not remove any proprietary, copyright, trademark, design right or trade secret legend from the Licensed Materials.

6.0 License, Maintenance, Subscription and On-Boarding Fees

6.1 Fees and Increases

Franchisee will pay Applebee's the license, maintenance, subscription and on-boarding fees for the Software as set forth in **Exhibits A and D**. Any increase in the fees as a result of changing market conditions, as reasonably determined by Applebee's, will be passed through to the Franchisee. Maintenance fees can be adjusted no more than once annually upon prior written notice to Franchisee. Upon receipt of written notice of a fee increase, Franchisee may elect to terminate this Agreement in lieu of paying the increased fee.

6.2 Taxes

All amounts paid by Franchisee under this Agreement are exclusive of tax. Franchisee will pay any sales, use, rental, personal property, value-added, consumption or other tax that may be payable in any jurisdiction whether based on the delivery, possession, or use of the Licensed Materials, except for tax based on the net income of Applebee's.

6.3 Payment

6.3.1 License Fee

If Franchisee does not pay the license fees when due, Applebee's may discontinue Franchisee's access to the Software until such time as the fees are paid.

6.3.2 Subscription Fee

If Franchisee does not pay the subscription fees when due, Applebee's may discontinue Franchisee's access to the services covered by the subscription fees until such time as the fees are paid.

6.3.3 Maintenance Fee

If Franchisee does not pay the maintenance fees when due, Franchisee will not be entitled to receive upgrades to the Software. If Franchisee's maintenance has lapsed, then in order to begin receiving updates, Franchisee will be required to pay all unpaid maintenance fees from any prior years plus an additional 5% of the then-current maintenance fee for each year in arrears.

6.4 Transfer

If Franchise transfers its Restaurants to Applebee's or another franchisee and has paid all applicable fees, then upon such transfer, the license fee will be deemed paid in full. If any maintenance fees have not been paid, then in order for the transferee to begin receiving updates, Franchisee will be required to pay all unpaid maintenance fees from any prior years plus an additional 5% of the then-current maintenance fee for each year in arrears.

6.5 On-Boarding

Franchisee must comply with the on-boarding process and pay the costs set forth in **Exhibit A**.

7.0 Limited Warranty

7.1 Warranty

Applebee's warrants that the Software will function substantially as described in the Reference Materials for 60 days from installation (as defined in Section 7.2) (the "**Warranty Period**"). If Franchisee notifies Applebee's in writing during the Warranty Period of a material non-conformity and Applebee's is able to reproduce the problem in a current unaltered release of the Software, Applebee's will make reasonable commercial efforts to correct, provide a workaround, or replace the non-conforming part of the Software. For purposes of this Section 7.1, Franchisee's notification must be in conformance with Section 18, Notices. If Applebee's cannot correct, provide a workaround or replace the non-forming Software, then Franchisee may terminate this Agreement and all funds previously paid to Applebee's will be refunded immediately to Franchisee. These remedies are Franchisee's sole and exclusive remedies for any non-conformity, defect, or error and all performance or non-performance problems related to the Licensed Materials or this Agreement.

7.2 Installation

The Software will be deemed installed when the Software is in its first production use in an operating Restaurant and is ready to use by Franchisee in Franchisee's environment. Installation will be deemed complete even if related interfaces or applications that Franchisee intends to use with the Software are not complete, and even if Franchisee's data has not yet been entered into the Software. Installation will be done in accordance with Applebee's' specifications, staging and installation documentation, by a party certified by Applebee's. The process for installation certification is set forth in **Exhibits B and E**. Operation of the Software in a hardware or software environment not certified by Applebee's will void this warranty. If the Software does not perform properly in an uncertified environment, Franchisee may request that Applebee's provide technical services to correct the problem at Franchisee's cost. Applebee's reserves the right to refuse to perform the services, depending on the scope of the work required and other demands on Applebee's technical staff.

7.3 Limitations on Warranty

The warranty will not apply to any defects, errors or problems caused by or associated with any uncertified hardware or any unapproved modifications made to the Software or certified hardware. This warranty also will not apply to any errors or problems caused by any malfunction of hardware, or by any external causes such as accident, disaster, electrostatic discharge, fire, flood, lightning, water or wind. Applebee's does not represent or warrant that (i) the Software will meet Franchisee's business requirements, (ii) the operation of the Software will be completely free of non-material errors or interruptions, or that the results obtained from its use will be accurate or reliable, or (iii) all non-material programming errors can be corrected.

7.4 Date Functionality Warranty

Applebee's warrants that all features and functionality in the Software containing or calling on a calendar function including, without limitation, any function indexed to the CPU clock, and any function providing specific dates or days, or calculating spans of dates or days, will record, store, process, provide and, where appropriate, insert, true and accurate dates and calculations for dates in spans including and following January 1, 2000. Applebee's further warrants that the Software has no lesser functionality with respect to records containing dates both, or either, before or after January 1, 2000, than it does with respect to dates before January 1, 2000 only.

7.5 Disclaimer

APPLEBEE'S EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, NOT CONTAINED IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USE OF TRADE.

8.0 Term and Termination

8.1 Termination

This Agreement will be effective as of the Effective Date. Either party may terminate this Agreement at any time upon 60 days' written notice to the other party. Franchisee may terminate its license for a particular Restaurant at any time upon 30 day's written notice. Applebee's may terminate this Agreement if any of the following occur and Franchisee fails to remedy within 10 days of receiving written notice from Applebee's: (i) Franchisee breaches any provision of this Agreement or (ii) Franchisee becomes insolvent, executes an assignment for the benefit of creditors, ceases operation, dissolves or becomes subject to bankruptcy or receivership proceedings.

8.2 Effect of Termination

Upon the termination of this Agreement for any reason, Franchisee's rights under this Agreement will immediately cease and Franchisee will: (i) destroy all copies of the Licensed Materials in its possession or within its control, including all backup and archival copies of the Software, and (ii)) certify in writing to Applebee's within ten (10) days of the termination of this Agreement that all copies have been destroyed. If Franchisee terminates its license for a particular Restaurant, Franchisee will destroy and certify destruction of all copies of the

Licensed Materials for that particular Restaurant, in accordance with the terms of this Section 8.2.

8.3 Survival

The following sections will survive any termination of this Agreement: Section 2 (Scope), Section 3 (License), Section 3.6 (Inspections), Section 4 (Title to the Licensed Materials), Section 5 (Confidentiality Obligations of Franchisee), Section 8 (Term and Termination), Section 9 (Limitation of Remedies), Section 10 (Indemnity), Section 11 (Assignment), Section 17 (Dispute Resolution) and Section 19 (Governing Law).

9.0 Limitation of Remedies

9.1 Limitation of Liability

APPLEBEE'S WILL BE LIABLE TO FRANCHISEE ONLY AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND WILL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT WILL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION BY LICENSEE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY.

9.2 Consequential Damages

NEITHER PARTY WILL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF, OR FORESEES THE POSSIBILITY OF ANY OF THESE DAMAGES OCCURRING, INCLUDING WITHOUT LIMITATION ANY LOST REVENUE OR FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, EXCEPT FOR DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR CONSULTANTS.

9.3 Aggregate Liability

In no event will the aggregate liability of Applebee's to Franchisee under this Agreement for damages, costs, attorneys' fees, expenses, or indemnity under Section 10 (Indemnity) below, exceed the total of the annual fees paid by Franchisee.

9.4 Statute of Limitations

No action, regardless of form, arising out of this Agreement or related to the Licensed Materials may be brought by Franchisee more than one year after the cause of action has arisen.

10.0 Indemnity

10.1 Applebee's Indemnity

Provided that Franchisee is not in breach or default of any of its obligations under this Agreement, Applebee's will, at its expense, defend or, at its option, settle any suit or proceeding brought against Franchisee based on a claim that the Licensed Materials or Franchisee's authorized use in Canada or the United States constitutes an infringement of any existing United States or Canadian copyright or patent, and will indemnify and hold Franchisee harmless from and against any damages, costs, or expenses payable as a result of such action (including reasonable attorneys' fees).

10.2 Franchisee's Obligations

Franchisee agrees that Applebee's will be relieved of its obligations under this Section 10 unless Franchisee notifies Applebee's promptly in writing of the claim, gives Applebee's the exclusive authority to defend or settle such claim, and gives Applebee's all available information and assistance to settle or defend any such claim.

10.3 Limitation on Indemnity Obligation

Applebee's will have no liability under this Section 10 for any claim based upon the use of Licensed Materials if (i) they are or were used in combination with any other software or (ii) if the Franchisee has modified or altered all or part of the Licensed Materials.

10.4 Applebee's Remedies

If the Licensed Materials are, in Applebee's opinion, likely to or do become the subject of a claim for copyright or patent infringement, Applebee's may, at its option and expense, either (i) procure for Franchisee, the right to continue to use the Licensed Materials, (ii) replace or modify the Licensed Materials, to make the use non-infringing, or (iii) if, in Applebee's determination, such options are not commercially reasonable, terminate this Agreement upon 30 day's written notice to Franchisee. In such event, Franchisee will be entitled to a pro-rata refund of all licensee fees paid to Applebee's, calculated using a five-year straight-line amortization.

11.0 Assignment

Franchisee may not assign any of its rights or delegate any of its obligations under this Agreement without Applebee's prior written consent except to: (i) a successor or surviving party in connection with any sale or assignment of all or substantially all of that party's assets or (ii) a wholly-owned affiliate or subsidiary of Franchisee. Otherwise, Franchisee may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without Applebee's prior written consent. This Agreement is binding on and enforceable by each party's permitted successors and assignees. Any assignment in violation of this Section 11 is null and void.

12.0 No Solicitation

During the term of this Agreement, Franchisee will not directly or indirectly solicit for employment or for use as an independent contractor any employee, former employee, agent or consultant of Applebee's or any affiliate of Applebee's, if within the one-year period prior to the solicitation, that employee, former employee, agent or consultant, assisted in the installation, maintenance, or support of the Licensed Materials at the Restaurants.

13.0 Maintenance Agreement

Applebee's will maintain the Software provided under this Agreement. Maintenance will consist of periodic updates of the Software, including enhancements and error corrections. Any modifications, revisions, and updates to the Software provided to Franchisee will be deemed to be part of the Software covered by this Agreement. Applebee's reserves the right to refuse to provide maintenance on any version of the Software if: (i) Franchisee elects to receive installation or help desk support from vendors who have not been certified by Applebee's or (ii) Franchisee has not paid all maintenance fees in full. Certification for help desks is set forth in **Exhibits B and E**.

14.0 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will remain in effect and the parties will negotiate in good faith a substantively comparable enforceable provision to replace the unenforceable provision.

15.0 Further Assurances

Each party will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence the full intent and meaning of this Agreement.

16.0 Waiver

This Agreement, and any of its terms, may not be waived, altered, or modified except by a written agreement signed by both parties. No delay or failure of either party in exercising any right and no partial or single exercise of any right will be deemed to constitute a waiver of that right or any rights under this Agreement.

17.0 Dispute Resolution

The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by mediation. If the matter has not been resolved within 60 days of the commencement of such procedure (or as extended by mutual agreement), or if either party will not participate in a mediation, then either party may initiate litigation upon 15 days' written notice to the other party.

18.0 Notices

All notices and other correspondence under this Agreement must be in writing and sent by (i) certified mail, return receipt requested, (ii) facsimile (with receipt of a "Transmission OK" acknowledgement), (iii) e-mail, (iv) delivery by a reputable overnight carrier or (v) personal delivery. Facsimile or e-mail delivery must be followed by a copy of the notice being delivered by means provided in (i), (iv) or (v). Notices must be delivered to the following addresses or at such other addresses as may be later designated by notice

Applebee's Services, Inc.	Franchisee:
Fax: (818) 240-6055	Fax:
Address: Attn: General Counsel, 450 N. Brand Blvd., Glendale, CA 91203	Address:
	With a copy to:

19.0 Governing Law

This Agreement and the rights and obligations of the parties are governed by the laws of the state of Kansas (without regard to any conflicts of law principles). If a provision of this Agreement conflicts with a provision of the Franchise Agreement, then the provision of the Franchise Agreement will prevail and control. All suits, proceedings or claims to enforce the provisions of this Agreement will be brought in the courts of the State of Kansas in the County of Johnson, and Franchisee consents to the jurisdiction and venue of such courts.

20.0 Compliance with Laws

Franchise warrants that it will comply with all laws, orders, codes and regulations in the performance of this Agreement.

21.0 Entire Agreement

This Agreement and any exhibits or attachments constitute the entire agreement of the parties as to the subject matter of this Agreement and supersedes any prior or contemporaneous agreements, proposals, discussion or correspondence, whether oral or written. This Agreement may not be amended or modified except in writing signed by an authorized representative of each party.

The undersigned parties acknowledge that they have read and understand the terms of this Agreement and agree to be bound by all of its terms, conditions and obligations.

APPLEBEE'S SERVICES, INC.	FRANCHISEE: ______________________
By: ______________________________	By: ________________________________
Name: ____________________________	By: ________________________________
Title: ______________________________	By: ________________________________
Date: ______________________________	Name: ______________________________
	Title: ______________________________
	Date: ______________________________

EXHIBIT A
AppleONE POS – Services and Fees

AppleONE POS and AppleONE Cards Software License

Application	Description	Support Status	License Fee	Maintenance Fee
A1POS	Point of Sale system.	1st level support available through certified help desks at an additional charge.	$1500/site *	$500/site/year. Provides access to periodic software upgrades.
A1Cards	Credit and gift card processing software, delivered with A1POS	1st level support available through certified help desks at an additional charge.	Included in A1POS License Fee **	Included in A1POS Maintenance Fee **. Provides access to periodic software upgrades.

* License fee waived on upgrades from Applebee's DOS POS to AppleONE POS if Site has an Applebee's DOS POS license that was purchased on or after January 1, 2004.

****** See Exhibit D for other fees related to A1Cards not detailed here

On-Boarding Process (Required for Each Franchise)

Service	Description	Deliverables	On-Boarding Cost
A1POS On-Boarding	On-boarding services for A1POS Software that will provide the process and procedures for successful launch of the A1POS product by your team.	The On-boarding team will provide : 1) Pre-installation analysis 2) Training and planning documentation 3) Franchise configuration CD 4) Lab and configuration training 5) On site pilot store support	Travel and Expenses for the first 24 months of the program

Help Desk & Installation Certification (Required for all Service Providers)

Service	Description	Deliverables	Training Cost
A1POS Help Desk & Installation Certification Class	Training and certification class for Help Desk support of A1POS Training and certification class for the installation of A1POS. This class is required for Franchisee designated Help Desk and Installation service providers	Help Desk and Installation training and certification will be offered to Franchisee and/or designated third parties by appointment	\$2,500 for first attendee \$500 for each additional attendee \$500/year for on-going 3rd Level Help Desk Support

EXHIBIT B
AppleONE POS – Specifications and Information

1. Selected POS Functions and Interfaces

(a) Electronic order taking, including: standard, sale and happy hour pricing features, flexible taxing options, and support for various comps, voids and discounts.

(b) Specialized Carside ordering features, including named orders, automated quote times, timed orders, queued transfers and parking lot management.

(c) Employee and time management features.

(d) Server banking and management features.

(e) Cash accountability features.

(f) Credit card and Applebee's branded gift card processing, in conjunction with A1Cards (see **Exhibits D & E**).

(g) Integration with the AppleONE Kitchen system.

(h) Various management reporting features.

(i) Data availability for interfaces into downstream systems.

2. License and Maintenance of Solution:
Licenses for A1POS are granted with a one-time fee per Restaurant. Fees for on-boarding, help desk and installation certification, and maintenance are set out in **Exhibit A**.

3. Certification of General Product Availability
A1POS future software releases will be considered "Generally Available" for use by Applebee's operators after: (a) successful completion of alpha and beta tests by Applebee's or designated franchise partners or (b) adoption by a minimum of twenty percent (20%) of Applebee's company owned stores.

4. Certified Installation of Solutions:
The A1POS solution must be installed by an installation provider certified by Applebee's. Franchisees may either employ the services of a third party certified installer or may choose to become directly certified. Certification of third parties or internal Franchisee staff will consist of classroom training and assessment by Applebee's personnel. Training curriculum and materials will be made available to third parties or Franchisee internal staff within ninety (90) days of product's "Generally Available" designation. Franchisee or third party agree to compensate Applebee's for development and delivery of training (See **Exhibit A**). Cost of installation training and certification will not exceed Applebee's actual costs. Installation training and certification will be offered to Franchisee or designated third

parties for as long as POS is a certified Applebee's solution.

5. Certified Support of Solution:

The A1POS solution must be supported by a Help Desk provider certified by Applebee's. Franchisees may either employ the services of a third party certified Help Desk or may choose to become directly certified. Certification of third parties or internal Franchisee staff will consist of classroom training and assessment by Applebee's personnel. Training curriculum and materials will be made available to third parties and/or Franchisee internal staff within 90 days of product's "Generally Available" designation. Franchisee or third party agree to compensate Applebee's for development and delivery of training (See **Exhibit A**). Cost of Help Desk training and certification will not exceed Applebee's actual costs. Help Desk training and certification will be offered by appointment to Franchisee or designated third parties. Certified Help Desk providers will have escalation procedures to Applebee's technical support staff when needed.

6. On-boarding

Applebee's will provide the Franchise with on-boarding services for the A1POS Software. Cost of on-boarding services will be Travel and Expenses only (as defined in **Exhibit A**) and include the following:

(a) Knowledge transfer to the Franchisee designated administrator.

(b) A set of A1POS reference manuals and training guides.

(c) Initiation and discovery process.

(d) Hard drive analysis, configuration testing and documentation.

(e) Lab and configuration training.

(f) On site pilot store support.

7. Implementation:

Franchisee will appoint a designated administrator for A1POS (usually an IT Director) who will handle implementation planning and execution of A1POS. The Franchisee's A1POS administrator will be responsible to provide the following:

(a) Verify the downstream systems impact / risk assessment.

(b) Provide Applebee's a copy of the target pilot store's hard drive for analysis.

(c) Provide dedicated resources to attend the training session.

(d) Provide the required minimum standard hardware and network configuration.

(e) Provide confirmation of certified help desk and installation providers.

(f) Provide verification of license compliance for all appropriate software.

(g) Decisions to either accept or modify the default A1POS System configuration settings. The Franchise will be responsible for and accepts total liability for all system configuration setting decisions.

8. Certified Platform:

A1POS requires the use of standard hardware and network configuration. Applebee's has provided the requirements in a document titled "A1POS Upgrade Reference Manual, Section 2.0". This document will be made available at the start of the on-boarding process. Additionally, Applebee's will provide a review of hard drive and network configurations for its franchisees. Applebee's will provide this service once for each Franchisee as part of the on-boarding process. Franchisees implementing A1POS using non-standard hardware and network configurations do so at their own risk. Applebee's assumes no responsibility for the performance of A1POS in non-standard environments. The Franchisee will assume on all responsibility for the lab testing, performance and maintenance of A1POS in its environment. Should Applebee's assistance be requested or required in supporting A1POS in a non-standard environment, Applebee's may assess and charge the Franchisee a fair market fee for this support. This fee is intended to recoup Applebee's cost to provide the support only.

9. Additional Services

Project Management/ Implementation

Service	Description	Deliverables	Fee
Project Management for assistance toward the delivery of A1POS	Project Management and Implementation Services coordinates and manages the enterprise wide delivery of the A1POS Software.	The project management team will provide : 1) Implementation schedule 2) Vendor coordination 3) Weekly status reports 4) Issue tracking and escalation	Call for quote

Configuration Management/ New Restaurant Opening Support

Service	Description	Deliverables	Fee
Configuration management	Management of a Franchise's master copy of the system and user configurations for A1POS.	The configuration management team will provide : 1) Secure version control repository for master images. 2) NRO configuration management	Call for quote

EXHIBIT C
AppleONE POS – Store Conversion Process

As each Franchisee rolls out A1POS, it is responsible for notifying Applebee's International Inc. of each Restaurant upgrade when it occurs. This notification allows Applebee's to initiate product support for the Restaurant, properly maintain its install base, and timely perform the invoicing process. Please use the form below.

<u>Please fax back completed form to Stephanie Murphy 913-967-8125</u>

Franchise Name:____

Store Name:____

Store Number:____

Location:____

____

____

Store Phone Number:____

Submitted By:____

Date:_______________________ Phone:______________________________

EXHIBIT D
AppleONE Cards – Fees and Approved Switch Provider Selection

1. Overview

AppleONE Cards is a software component, working in conjunction with the Applebee's AppleONE POS system, which facilitates the authorization and settlement of credit card and gift card payment transactions. AppleONE Cards routes credit and gift transactions to a Switch Provider. "Switch Provider" means a company that takes the transaction from AppleONE Cards, determines the exact destination, reformats the transaction for the end destination and then sends the transaction to that destination for credit or gift card processing. The Switch Provider returns a response from the destination to AppleONE Cards to complete the transaction.

The services of a Switch Provider are needed to provide translation and communication as AppleONE Cards is neither designed nor certified to communicate directly to credit and gift card processors. The fees detailed in this Exhibit D are used to recoup the Franchisee's portion of the costs associated with use of these Switch Providers.

2. Approved Switch Providers

The following companies are the current approved Switch Providers available for use with AppleONE Cards:

(a) Kincaid Technologies, Inc.

(b) Elavon, Inc. f/k/a Southern DataComm, Inc.

Applebee's has contracted with these Switch Providers to provide the services necessary for use with AppleONE Cards. Applebee's reserves the right to add or delete Switch Providers from this list as needed based on factors such as the performance of the Switch Providers, their adherence to applicable regulations of the industry or marketplace influences. Applebee's will provide at least 90 days' notice to Franchisee prior to removing a Switch Provider from this list unless this notice period is beyond Applebee's control, e.g., catastrophic failure of a Switch Provider

3. Enrollment Period

A Franchisee may select which Switch Provider to use in conjunction with AppleONE Cards. There will be an enrollment period from June 15, 2006 to August 15, 2006 during which a Franchisee may elect Elavon, Inc. f/k/a Southern DataComm, Inc. as its Switch Provider. A Franchisee must then complete the conversion to Elavon, Inc. by September 30, 2006.

Beginning in 2007, there will be semi-annual enrollment periods. The first enrollment period will be from Feb 1 – Feb 28 and the second will be from July 1 – July 31. During these times, a Franchisee may notify Applebee's of its election to change Switch Providers. The Franchisee's conversion of Switch Providers must be completed within 60 days of the end of the enrollment period.

A Franchisee cannot change Switch Providers outside these enrollment and conversion periods without Applebee's prior written approval.

4. Subscription Fees:

There are two basic types of subscription fees that will be charged, AppleONE Cards Base Subscription Fee and Switch Provider Specific Fees.

4A - AppleONE Cards Base Subscription Fees

Description	Maintenance Status	Support Status	Subscription Fee
Includes AppleONE Cards software to process credit and gift card authorization and settlement transactions over frame relay, internet or dial-up connectivity.	Periodic maintenance and enhancement releases.	Support available through certified help desks.	In 2006, $170/Site/year. In 2007, $245/Site/year. Franchisee is billed annually in Jan. and when new licenses are purchased (prorated to 50% of full year cost for new licenses purchased after July 1).

4B - Kincaid Technologies, Inc. Specific Fees.

The following fees will apply only if Kincaid Technologies, Inc. is used as the Switch Provider.

Service	Description	Fee
Dial-up authorization and settlement	Allows for AppleONE Cards to transmit authorization and settlement information to Kincaid Technologies, Inc. over a phone line, either as the primary means of communication or as a backup alternative.	$55/Site/month, only for those Sites designated as primarily a dial-up Site. Applebee's reserves the right to review dial-up usage and reclassify Sites as primarily dial-up if more than 20% of total transactions for a month are performed over dial-up. Franchisee is billed monthly.

4C - Elavon, Inc. f/k/a Southern DataComm, Inc. Specific Fees.

The following fees will apply only if Elavon, Inc. f/k/a Southern DataComm, Inc. is used as the Switch Provider.

Service	Description	Fee
Dial-up authorization	Allows for AppleONE Cards to transmit authorization information to Elavon, Inc. over a phone line, either as the primary means of communication or as a backup alternative.	$0.0125 per authorization. Franchisee is billed monthly.
Dial-up settlement	Allows for AppleONE Cards to transmit settlement information to Elavon, Inc. over a phone line, either as the primary means of communication or as a backup alternative	$0.05 per minute. Franchisee is billed monthly.

5. <u>Additional Software License:</u>

The Elavon, Inc. solution requires software to be deployed on the Franchisee's Sites. A Franchisee electing to use Elavon, Inc. as its Switch Provider will be required to sign the Elavon, Inc. Client Software License, a copy of which is attached as Exhibit D1.

EXHIBIT D1

Client Software License

Applebee's Services, Inc. ("Applebee's") has hereby delivered and installed Elavon, Inc's, (Elavon, Inc., is now successor to NOVA Information Systems, Inc.) NetPb+ client software (the "Client Software") to you ("Sublicensee") solely for Sublicensee's use with Hosted NGS Plus, a service provided by Elavon, Inc, to Sublicensee pursuant to an agreement between Southern DataComm, Inc. and assigned to NOVA Information Systems, Inc., and Applebee's. Use of the Client Software is subject to the following license terms and conditions.

1. License Grant. Applebee's grants Sublicensee for its sole use a non-exclusive license to use the Client Software (in object code form only) and related documentation, only in connection with Hosted NGS Plus.

2. Restrictions. Except as otherwise expressly permitted in this Client Software License, Sublicensee may not: (i) copy, distribute, modify or create derivative works of the Client Software or the related documentation; (ii) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the Client Software; (iii) transfer, assign or sublicense this License Agreement; or (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Client Software or on the media in which the Client Software is embedded.

3. Fees. Sublicensee agrees to pay Applebee's, or has paid Applebee's, a fee in consideration for use of the Client Software License.

4. Termination. The term of this Client Software License shall begin on the date this Client Software License is last executed and, unless earlier terminated pursuant to this Section 4, shall continue until the expiration or earlier termination of the Hosted Network Gateway Service PLUS Services Agreement between Applebee's and Elavon, Inc. Sublicensee may terminate this Client Software License at any time by destroying the Client Software, related documentation and all copies thereof. This Client Software License will terminate immediately without notice from Applebee's if Sublicensee breaches any of the terms and conditions hereof. Upon termination, Sublicensee shall destroy all copies of the Client Software and related documentation.

5. Warranty. Applebee's represents and warrants that the media in which the Client Software is embedded shall, for a period of sixty (60) days from the date Sublicensee receives the Client Software (the "Warranty Period"), be free from defects in material and workmanship. Applebee's further warrants, that during the Warranty Period the Client Software shall operate substantially in accordance with its functional specifications. If, during the Warranty Period, a defect occurs, Sublicensee may return the Client Software to Applebee's for either replacement or, if so elected by Applebee's, refund of the fees paid by Sublicensee under this License Agreement. Sublicensee agrees that the foregoing constitutes Sublicensee's sole and exclusive remedy for breach by Applebee's of any warranties made under this License Agreement.

EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, CLIENT SOFTWARE AND RELATED DOCUMENTATION ARE LICENSED "AS IS." APPLEBEE'SDISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liability. **UNDER NO CIRCUMSTANCES WILL APPLEBEE'SBE LIABLE TO SUBLICENSEE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR LOST BUSINESS INFORMATION ARISING OUT OF THE USE OF CLIENT SOFTWARE AND RELATED DOCUMENTATION OR CAUSED BY ANY DEFECT, FAILURE OR MALFUNCTION OF THE CLIENT SOFTWARE, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EVEN IF APPLEBEE'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, APPLEBEE'S MAXIMUM LIABILITY, REGARDLESS OF THE FORM OF THE ACTION, SHALL NOT EXCEED THE LICENSE FEE RECEIVED BY APPLEBEE'S FOR THE CLIENT SOFTWARE.**

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

7. Export Control. Sublicensee shall comply with all applicable United States laws, rules and regulations relating to the Client Software including the export regulation of the United States Commerce Department. If in the future such permission is granted, Sublicensee shall not export, directly or indirectly, the Client Software or any information relating thereto from the United States to any country for which the United States government or any agency thereof requires an export license or approval without first obtaining the same.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

THIS LICENSE AGREEMENT REPRESENTS THE ENTIRE UNDERSTANDING BETWEEN SUBLICENSEE AND APPLEBEE'S **REGARDING USE OF THE CLIENT SOFTWARE.**

Applebee's Services, Inc.	Sublicensee:_____________________________
Signature:__________________________	Signature:____________________________
Printed Name:_______________________	Printed Name:_________________________
Title:______________________________	Title:________________________________
Date:______________________________	Date:________________________________

EXHIBIT E
AppleONE Cards - Specifications and Information

Description of Solution:

AppleONE Cards is a software payment solution for Sites to use in conjunction with Applebee's AppleONE POS to authorize and settle guest checks with an electronic form of payment. The solution currently supports various credit cards (i.e. Visa, Master Card, American Express and Discover) and Applebee's branded gift cards using Stored Value Systems, (the "Gift Card Processor"). Additionally, the AppleONE Cards solution provides multiple credit card processing options for Franchisee, which currently include BA Merchant Services, Paymentech and the First Data family of companies (the "Credit Card Processors").

Purchase, Subscription and Maintenance of Solution:

The AppleONE Cards software solution is included in the license of Applebee's AppleONE POS system. Franchisee will pay an annual subscription fee for the ongoing AppleONE Cards services and additional communication fees for the selected Switch Provider and type of connectivity to the Sites. See Exhibit D for further details. The AppleONE Cards subscription fee DOES NOT include the fees charged by the Gift Card Processor or the Credit Card Processor.

Support of Solution:

The AppleONE Cards solution will be supported by certified support providers who will be provided direct access to any vendors involved in delivering the overall solution to Franchisee. Sites will call their respective certified support provider for daily technical issues. Franchisee will work directly with the Credit Card Processor and the Gift Card Provider to handle issues relating to billing and payment of the processing fees.

Implementation of Solution:

AppleONE Cards is comprised of software loaded onto hardware at the Sites, working in conjunction with the Switch Provider systems located at the respective Switch Provider processing center. See Exhibit D for more details on Switch Providers. Franchisee will select a Credit Card Processor to process daily credit transactions for the Sites. All Credit Card Processors and the Gift Card Processor are integrated with the Switch Providers. Franchisee is required to provide its Credit Card Processor and Gift Card Processor with the Site and company data necessary to set up Sites for transaction processing. Franchisee may choose dial-up, Internet or frame relay as primary connectivity options from their Sites to the Switch Providers.

Required Data Sharing by Franchisees:

The AppleONE Cards solution requires that certain setup data be shared with Applebee's so that the Switch Provider can be correctly configured. This data typically includes some basic Site and credit card processing information, such as account numbers. Applebee's may from time to time view overall system data that has flowed through the Switch Provider for reasons such as capacity planning, new system design and problem resolution. Additionally, Franchisee's certified support provider may view transaction data at the Site level for troubleshooting and problem resolution at the request of the Site. However, Applebee's will not disclose Franchisee's identifiable data to any third party, including other franchisees, without Franchisee's written consent. No Franchisee will have access to any other Franchisee's data. Where applicable, each Franchisee will have a security level access via a login to its own data.

Certified Platform:

Applebee's will build, validate and support the AppleONE Cards product only on a certified platform, which includes hardware, network, operating system or other necessary requirements. Any warranties for the operation, accuracy, reliability or any other function of the product is voided if the product is not run on a certified platform. The current platform requirements for AppleONE Cards are those required for Applebee's AppleONE POS. Applebee's reserves the right to update certified platform requirements from time to time as necessary to support the product and will notify Franchisee and all certified support providers accordingly.

Certified Installation and Support:

Applebee's will provide training and documentation as needed to certify support providers for help desk and installation services. Franchisee may either use a third party certified support provider or may choose to become self-certified. Any organization wishing to install or support AppleONE Cards must be certified by Applebee's; but any Franchisee who had installed AppleONE Cards as of January 1, 2004 is deemed to be self-certified for purposes of this Exhibit E and this Agreement. Applebee's reserves the right to charge the certified support provider to recover its costs associated with developing and implementing the certification process.

Certification of General Product Availability:

Future software releases of AppleONE Cards will be considered "Generally Available" for use by Franchisees after adoption of the release by a minimum of 20% of Applebee's company-owned sites. Applebee's will provide training curriculum and materials for the release to certified support providers within 90 days of General Availability. Applebee's will select some Franchisees as test partners for alpha and beta testing prior to General Availability of the release

EXHIBIT K

BEVERAGE SALES PARTICIPATION AGREEMENT

APPLEBEE'S BEVERAGE SALES PARTICIPATION AGREEMENT

This Applebee's Beverage Sales Participation Agreement (this "**Participation Agreement**") is dated as of **_____ ___** 20___ (but in no event prior to January 1, 2012) (the "**Effective Date**") and is by and between (i) **PEPSICO SALES, INC.** ("**Pepsi-Cola**"), a Delaware corporation and a wholly-owned subsidiary of PepsiCo, Inc. ("**PepsiCo**"), on its own behalf and on behalf of the Pepsi/Lipton Tea Partnership and the North American Coffee Partnership (collectively, "**Partnership**"); and (ii) the undersigned operator of Applebee's restaurant outlets ("**Operator**").

RECITALS

WHEREAS, Pepsi-Cola, Centralized Supply Chain Services, LLC ("**CSCS**"), International House of Pancakes, LLC ("**IHOP**") and Applebee's Services, Inc. ("**Applebee's**") have entered into a Master Beverage Sales Agreement effective January 1, 2012 (the "**Master Agreement**") which contemplates the entering into individual agreements by Applebee's operators with respect to the sale of Pepsi-Cola beverage products; and

WHEREAS, the parties desire that, pursuant to the terms and conditions of this Agreement, Pepsi and Pepsi-Cola products be poured in the Applebee's restaurant outlets owned and operated by the Operator and located within the United States (the "**Outlets**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term**

The term of this Participation Agreement (the "**Term**") will commence on the Effective Date and will expire upon the later of: (i) December 31, 2021; or (ii) at such time as the aggregate Gallons of Postmix Products (as defined below) purchased on and after the Effective Date by Operator under this Participation Agreement plus Gallons purchased by Applebee's and IHOP restaurant outlets located within the United States on and after January 1, 2012 pursuant to agreements substantially similar to this Participation Agreement meet or exceed a total of 57,500,000 Gallons.

2. **Scope of Agreement; Outlets**

2.1 Definitions. For the purpose of this Participation Agreement "**Postmix Products**" means concentrated syrup beverage products sold under the trademarks of Pepsi-Cola and the Partnership and used to produce Fountain Products (as defined in Section 3.1) through fountain beverage dispensing equipment provided by Pepsi-Cola ("**Equipment**"). As used in this Participation Agreement, "**Gallons**" mean gallons of the Postmix Products purchased from Pepsi-Cola or the Partnership by Participating Outlets used to prepare Fountain Products sold under the trademarks of PepsiCo and the Partnership during the Term: provided, however, for purposes of this Agreement Gallons shall specifically exclude: (i) gallons of Postmix Products relating to the brand Gatorade: and (ii) Postmix Products for other dispensed beverage products outside of traditional fountain beverage products, including but not limited to frozen uncarbonated beverages, liquid concentrate teas, etc. As used in this Participation Agreement, the term "Equipment" shall include any fountain beverage dispensing equipment provided by Pepsi-Cola under any prior agreement relating to Pepsi-Cola's fountain beverages, if any.

2.2 Purchase Commitment. During the Term and subject to the terms and conditions of this Participation Agreement, the Operator agrees to purchase Postmix Products from Pepsi-Cola and the Partnership for use in preparing Fountain Products to be sold in existing, future and after-acquired Outlets. A list of Outlets included within the scope of this Participation Agreement as of the Effective Date is attached hereto as **Annex A** (the "**Participating Outlets**").

2.3 Distribution of Beverage Products. Pepsi-Cola intends to deliver Postmix Products to the Participating Outlet's approved foodservice distributor (the "**Approved Distributor**"); provided, however, that in limited geographies; Pepsi-Cola may distribute the Postmix Products to Participating Outlets through a bottler licensed under the authority of PepsiCo and/or the Partnership (a "**Bottler**").

3. **Products**

3.1 Definition of Fountain Products. For the purposes of this Agreement, "**Fountain Products**" mean non-alcoholic beverage products dispensed through equipment within the following categories of beverages: carbonated soft drinks, carbonated flavored waters, non-carbonated flavored waters, lemonades, flavored teas, fruit punch and juice drinks. For clarification purposes, Fountain Products exclude other beverage products including, but not limited to, Packaged Products, club soda, juice, frozen beverage products, fresh brewed coffee products, fresh brewed tea products and fresh beverage products prepared in the Participating Outlets.

3.2 Exclusive Fountain Products. Except for regular Dr Pepper served on 1 valve of Equipment as a fountain beverage, the Operator agrees that Fountain Products sold under the trademarks of PepsiCo and the Partnership shall be the exclusive fountain beverages of their respective types and categories sold, dispensed or otherwise made available or in any way advertised, displayed or promoted in the Participating Outlets by any method or through any medium whatsoever (including, without limitation, print, television, radio, internet, coupons, in-store displays and signage). The foregoing exclusivity provision only relates to Fountain Products and, except as otherwise provided in this Agreement, shall not apply to non-Fountain Products. Participating Outlets that elect to offer Dr Pepper shall be subject to the per Gallon reduction of Marketing Funds and Strategic Brand Funds as further described in **Annex B**. For clarification purposes, purchases of gallons of Dr Pepper shall not count towards any funding or payment obligation of Pepsi-Cola as set forth in **Annex B**. Operator agrees that CSCS shall be permitted to inform Pepsi-Cola whether or not a Participating Outlet is offering and/or selling Dr Pepper.

3.3 Packaged Products. For purposes of this Agreement, "**Packaged Products**") mean ready-to-drink, non-alcoholic, packaged beverage products contained in bottles or cans in such sizes and/or containers that are readily available to the general public in common retail outlets. Nothing herein shall restrict the ability or reduce any funding to be paid by Pepsi-Cola hereunder should a Participating Outlet offer Red Bull energy drinks, IBC Root Beer, juice boxes (including Minute Maid juice boxes) and bar mixers at any Participating Outlet (collectively, the "**Excluded Products**"). Except as otherwise provided herein, Operator shall not offer or otherwise distribute carbonated soft drinks other than carbonated soft drinks sold under the trademarks of PepsiCo and the Partnership. Except for Minute Maid juice boxes and multi-serve Packaged Products in the juice category, in no event shall any Participating Outlet purchase, sell or make available any Packaged Products from The Coca-Cola Company, or any of its affiliates, subsidiaries, joint ventures or partnerships; provided, further, however, in the event a Participating Outlet is purchasing a Packaged Products as permitted under this Participation Agreement, and such Packaged Product is subsequently owned by The Coca-Cola Company or any of its affiliates, subsidiaries, joint ventures or partnerships, such Packaged Product shall continue to be permitted to be sold within the applicable Participating Outlet(s) that was purchasing such product at the time the product became a product of The Coca-Cola Company. Notwithstanding the foregoing, in the event Operator determines to offer any beverage products, other than the Excluded Products, within the Participating Outlets during the Term, Operator will provide Pepsi-Cola a good faith opportunity to provide such products upon mutually agreeable terms.

4. **National Account Prices; Funding**

4.1 National Account Prices. During the Term each Participating Outlet shall purchase Postmix Products and high yield Postmix Products from Pepsi-Cola and the Partnership for use in preparing Fountain Products to be served and sold in Participating Outlets. Pepsi-Cola and the Partnership, respectively, shall sell the Postmix Products and high yield Postmix Products to the Participating Outlets at their National Account Prices in effect from time to time.

4.2 Funding. The support described herein is incremental to the standard National Account Prices available to the Participating Outlets under Pepsi-Cola's and the Partnership's respective National Account Price programs and is made in consideration and performance of Operator's obligations under this Participation Agreement. Except as otherwise reduced in accordance with this Participation Agreement, throughout the Term Pepsi-Cola, will pay Operator with respect to each of its Participating Outlets the Marketing Funds, the Strategic Brand Funds, Price Protection Rebates and the other funds described in **Annex B** attached hereto; provided, however, Operator must be in material compliance with its respective obligations under this Participation Agreement in order to receive its funding contemplated herein. Notwithstanding the foregoing, the Marketing Funds, Strategic Brand Funds and other funds described in **Annex B** may be reduced pursuant to the Master Agreement in the event certain Applebee's system participation thresholds are not achieved.

5. **Equipment**

5.1 Provision of Equipment. Pepsi-Cola will, at its sole cost and expense, purchase and install Equipment at Participating Outlets upon: (i) the conversion of an Outlet from a competitive beverage supplier to a Participating Outlet; (ii) the opening of a new Participating Outlet; (iii) an early replacement as described below; or (iv) at such time as the useful life of a Participating Outlet's existing Equipment expires, as reasonably determined by Pepsi-Cola and the Participating Outlet. Installation shall include any and all necessary labor and materials (including the provision of relevant Equipment specifications) relative to the Equipment, as well as removal; provided, however, Pepsi-Cola shall not be responsible for any electrical or plumbing work associated with the Participating Outlet. Operator will use its good faith efforts to provide Pepsi-Cola with sixty (60) days prior notice of the need for any Equipment installations.

5.2 Equipment Ownership and Service. At all times, legal title to the Equipment will belong to Pepsi-Cola. Operator agrees to cooperate with Pepsi-Cola in maintaining the Equipment in good working order throughout the Term. Pepsi-Cola will provide Equipment maintenance in accordance with the Service Program set forth herein. To the extent any additional equipment (other than the Equipment) has been provided to an Operator by Pepsi-Cola and/or a Bottler, unless otherwise agreed upon in writing, such equipment shall be surrendered to Pepsi-Cola and/or a Bottler upon expiration or termination of this Participation Agreement.

5.3 Equipment Moves. If at any time during the Term subsequent to initial installation of any unit of Equipment (i.e., as a result of an Participating Outlet remodeling/internal redesign/reconfiguration, redeployment/reinstallation, etc.), Operator requests that Pepsi-Cola disconnect/remove/relocate/reinstall Equipment in, within or between its premises (each an "**Equipment Move**"), then Operator will notify Pepsi-Cola of such requests in writing and at least sixty (60) days in advance of any scheduled Equipment Move. Operator will be responsible for the costs and expenses actually incurred by Pepsi-Cola with regard to an Equipment Move and will promptly reimburse Pepsi-Cola for such Equipment Move, payable within 30 days of the date of Pepsi-Cola's invoice.

5.4 Closed Participating Outlets. If at any time during the Term subsequent to initial installation of any unit of Equipment a Participating Outlet will be permanently closed then the Operator will notify Pepsi-Cola of such intent in writing thirty (30) days in advance or as soon as reasonably possible of the closure of such Participating Outlet ("**Closed Outlet**"). Upon notice of such Closed Outlet(s), Operator will cooperate with Pepsi-Cola and its Bottlers to provide access to such Closed Outlet(s) to remove Equipment and will surrender the Equipment; provided, however, Pepsi-Cola and its Bottlers shall have at least 30 days from receipt of notice of the closure of the Closed Outlet to remove such Equipment. As used herein, "**permanently close**" means cease to operate in the ordinary course of business for a period of at least 30 days without subsequently reopening and serving the Fountain Products within a period not to exceed 30 days thereafter.

5.5 Early Replacements. If at any time during the Term subsequent to initial installation of any unit of Equipment (i.e., as a result of a Participating Outlet remodeling/internal redesign/reconfiguration, etc.), Operator requests that Pepsi-Cola replace Equipment prior to full amortization, then Operator will notify Pepsi-Cola of such requests in writing at least sixty 60 days in advance, and Pepsi-Cola may elect to replace affected Equipment ("**Early Replacement**"). Upon notice of such Early Replacement(s), Operator will cooperate with Pepsi-Cola and its Bottlers to provide access to such Participating Outlet(s) to remove and replace Equipment and will surrender the pre-existing Equipment to be replaced.

5.6 Equipment Amortization. In the event of a Closed Outlet and/or Early Replacement, Pepsi-Cola reserves the right to invoice Operator immediately for (i) the current unamortized book value of such Equipment *(as reasonably determined by Pepsi-Cola applying generally accepted accounting principles using 10 year straight line depreciation methodology)* *excluding* the unamortized book value of any fountain dispenser(s), or other unit(s) for which Pepsi-Cola seeks to retain title, which fountain dispenser(s) or unit(s) will be surrendered by the Participating Outlet to Pepsi-Cola, plus (ii) an amount representing the reasonable costs of removal of such Equipment. Operator will pay any such invoice in full within 60 days of the date of Pepsi-Cola's invoice.

6. **Service Program**

6.1 Service Calls. Pepsi-Cola will cause service to be provided to the Equipment through Bottlers or such other service providers as Pepsi-Cola may designate. Subject to Section 6.4 below, each calendar year: each of Operator's Participating Outlet's will be entitled, at no charge for service and labor and on a per Participating Outlet basis, to a maximum of 4 service calls for Equipment; *provided, however*, that annual service calls to which Operator is entitled under this Participation Agreement may be aggregated in any given year for use and allocation by Operator amongst its Participating Outlets based upon their respective needs. Service calls unused at the end of any year shall be deemed expired and not carried over for use in a subsequent year. Pepsi-Cola, Bottlers and any third party service providers shall be required to respond to service requests within four (4) hours following receipt of such request; otherwise, failure to comply with the foregoing four (4) hour period shall result in the service call being provided at no charge to the applicable Participating Outlet, and will not be counted toward the allotment of service calls hereunder. In the event that an Equipment valve line at any Participating Outlet bleeds or becomes damaged or malfunctions, then Pepsi-Cola shall repair or replace such line at no charge to the applicable Participating Outlet.

6.2 Service Standards. Pepsi-Cola at all times during the Term of this Agreement or any extension thereof, shall provide the following service standards to all Participating Outlets: (i) customer service center to be open seven (7) days a week from 7 AM to 11:00 PM, to receive service requests; (ii) phone-fix technicians shall be available the same hours of the customer service center; and (iii) any service call that is for the same problem that is received within fourteen (14) days of the original call shall not be billed to the applicable Participating Outlet.

6.3 Excess Service Calls. All service calls in excess of those specified above, will be charged to the Operator at Pepsi-Cola's prevailing rates; *provided, however, that any further water filter replacement cartridges will be charged to the Operator directly by the service provider at its respective prevailing rates.*

6.4 Fees and Expenses for Service Calls. With respect to the allotment of service calls as provided in Section 6.1 above, fees and expenses (excluding parts) associated with service and labor to provide service calls shall be provided at no charge to the Participating Outlets. With regard to parts required for the Equipment, each Participating Outlet shall be responsible for the costs of any necessary parts for Equipment; provided, however, Pepsi-Cola agrees that an Participating Outlet shall not be charged for parts to the extent the parts costs less than $25 and are not part of an invoice associated with charges greater than $25.

7. **Performance Requirements**

7.1 Compliance with Participation Agreement. This Participation Agreement, including all of Pepsi-Cola's support to Operator herein, is contingent upon material compliance with the terms and conditions of this Participation Agreement throughout the Term.

7.2 Required Fountain Products. At least the following Fountain Product brands will be served in all Participating Outlets: Pepsi; Diet Pepsi; Sierra Mist; and Mountain Dew. Subject to the limited exception for Dr Pepper on 1 valve, Participating Outlets will select amongst other Fountain Products sold under the trademarks of PepsiCo and the Partnership for any and all remaining valves of Equipment.

7.3 Brand Identification. There will be brand (including logo) identification for each Fountain Product sold under the trademarks of PepsiCo and the Partnership served on all menus, menuboards and postmix dispensing valves.

7.4 No Re-Sale. Operator will use the Postmix Products only to prepare the Fountain Products in accordance with procedures and standards established by Pepsi-Cola and the Partnership; *and* only for immediate or imminent consumption at the Participating Outlets or as part of "to go" orders. Operator will not resell the Postmix Products either to non-affiliated outlets or to consumers in any form other than the Fountain Products. Operator will only purchase Packaged Products from Bottlers in whose territory such Participating Outlet resides and that Packaged Products are for resale at the Participating Outlet only, and that there shall be no resale to other resellers/distributors.

7.5 Marketing Programs. Operator agrees to participate in all marketing programs mutually agreed upon by Applebee's and Pepsi-Cola, and to support all such programs merchandising elements agreed upon by Pepsi-Cola and Applebee's.

7.6 Glassware Serving Size. Unless otherwise agreed upon by Pepsi-Co and Applebee's, the size of glassware (in ounces) utilized within the Participating Outlets to serve the Fountain Products shall not be smaller than the size (in ounces) of the glassware generally utilized by the Applebee's System respectively as of January 1, 2012. Notwithstanding the foregoing, this Section 7.6 shall not restrict Operator from utilizing glassware in different sizes with respect to limited time marketing offers or similar short-term promotional needs.

7.7 Merchandising Programs. Each Year throughout the Term, Operator shall:

(i) exclusively serve the Fountain Products and Packaged Products, subject to the limited exceptions provided under this Agreement;

(ii) use non bar-related glassware at each of the Participating Outlets bearing approved Pepsi-Cola trademarked logos;

(iii) use to-go cups at each of the Participating Outlets bearing approved Pepsi-Cola trademark logos (co-branded with Applebee's trademark logos);

(iv) using beverage menus at each of the Participating Outlets bearing approved Pepsi-Cola trademark logos; and

(v) subject to Section 7.5 above, execute approved marketing programs at each of the Participating Outlets (i.e., point-of-purchase displays, memorabilia, etc.).

7.8 List of Outlets. Operator will provide Pepsi-Cola, upon execution of this Participation Agreement a list of all Participating Outlets on **Annex A**, including name, telephone number(s) and points of contact for each Participating Outlet, and thereafter for the remainder of the Term, Operator will continue to be responsible for promptly notifying Pepsi-Cola, in writing, of each Participating Outlet that is opened, acquired, closed or sold, and the relevant information pertaining thereto.

8. **General Terms**

8.1 Termination. Pepsi-Cola or the Operator may terminate this Agreement if the other commits a material breach of this Participation Agreement; provided, however, that the terminating party has given the other party written notice, setting forth with reasonable specificity, the nature of the breach and the other party has failed to remedy or cure the breach within one hundred twenty (120) days of such notice.

(1) Each party is required to continue to perform its obligations under this Participation Agreement during the applicable cure period.

(2) Any sale of competitive beverages by Operator not specifically permitted under this Participation Agreement is a material breach of this Participation Agreement.

8.2 Remedies. If this Participation Agreement is terminated before its expiration date by Pepsi-Cola arising from a breach by the Operator which is not timely cured pursuant to Section 9.1 above, then Operator will, within no later than sixty (60) days after the date of termination or the expiration of the applicable cure period, as the case may be, make a payment to Pepsi-Cola reflecting reimbursement to Pepsi-Cola for (a) the current unamortized book value of Equipment *(as reasonably determined by Pepsi-Cola, applying generally accepted accounting principles using 10 year straight line depreciation methodology)*, plus (b) an amount representing the reasonable costs of removal and reasonable cost of refurbishment of such Equipment. Notwithstanding anything to the contrary herein, in the event of a breach of this Participation Agreement by Pepsi-Cola that is not timely cured, Operator may terminate this Participation Agreement and Operator shall have no obligation for any of the damages listed in (a) or (b) above. The specification of the foregoing remedies is not intended to restrict the right of either party to pursue other remedies or damages if the other party has breached the terms of this Participation Agreement.

8.3 Expiration. Upon expiration of this Participation Agreement, if no further agreement for the purchase of Fountain Products is reached, Operator, will immediately, to be received by Pepsi-Cola and Bottlers no later than sixty (60) days following expiration, make a payment to Pepsi-Cola reflecting reimbursement to Pepsi-Cola for (a) the current unamortized book value of Equipment *(as reasonably determined by Pepsi-Cola, applying generally accepted accounting principles using 10 year straight line depreciation methodology)* excluding the unamortized book value of any fountain dispenser(s), or other unit(s) for which Pepsi-Cola seeks to retain title, which fountain dispenser(s) or unit(s) will be surrendered by the Participating Outlet to Pepsi-Cola, plus (b) an amount representing the reasonable costs of removal of such Equipment.

8.4 Creditworthiness of Foodservice Distributors. Pepsi-Cola reserves the right to apply its commercially reasonable credit policies and standards to any Approved Distributor, including any such policies which allow Pepsi-Cola to refuse to sell on credit to, or reject on credit any purchase order from any Approved Distributor, provided such policies and standards are applied in a consistent and nondiscriminatory manner among all of Pepsi-Cola's distributors (the "**Credit Policies**"). If during the Term of the Participation Agreement, Pepsi-Cola apprises CSCS that an Approved Distributor poses an unacceptable credit risk pursuant to its Credit Policies, then to the extent that the applicable Participating Outlet continues to desire delivery via an Approved Distributor, CSCS will use its commercially reasonable efforts to find an alternate Approved Distributor that meets Pepsi-Cola's Credit Policies.

8.5 Right of Offset. Pepsi-Cola/PepsiCo reserves the right to withhold payments due hereunder as an offset against:

(i) any and all balances due and payable to Pepsi-Cola/PepsiCo under the terms and conditions of this Participation Agreement, including but not limited to Equipment service and parts invoices; *and*

(ii) amounts not paid by Operator for Postmix Products *and any PepsiCo products, if any*, purchased from Pepsi-Cola/PepsiCo hereunder; *and*

(iii) amounts not paid by Operator for Packaged Products purchased from Bottler(s) hereunder.

8.6 Representations and Warranties. The Parties hereby represent and warrant to each other that:

(i) execution, delivery and performance of this Participation Agreement will not violate any agreements with, or rights of, third parties, including but not limited to any agreements with competitive beverage suppliers or restaurant concepts, i.e., with The Coca-Cola Company and/or Dr Pepper Snapple Group, Inc., and their respective affiliates, bottlers, distributors, subsidiaries and joint ventures;

(ii) execution, delivery and performance of this Participation Agreement will not violate any statute, rule or regulation applicable to the parties or any of its properties, assets or operations (including without limitation any financial reporting and disclosure requirements promulgated by the Securities and Exchange Commission); and

(iii) it possesses legal authority to enter into the terms and conditions of this Participation Agreement.

Operator further represents and warrants that it (i) possesses legal authority to act on behalf of and to bind the Participating Outlets and that the Participating Outlets are not subject to any other agreement relating to the sale of Pepsi-Cola beverage products; and (ii) will at all times throughout the Term be an authorized franchisee of Applebee's.

8.7 Entire Agreement. The Master Agreement, this Participation Agreement and the Annexes hereto contain the entire agreement between the parties regarding the subject matter hereof and supersedes all other written or oral agreements entered into between the parties prior to or during the Term regarding the purchase of Postmix Products and Packaged Products. This Participation Agreement may be amended or modified only by a writing signed by each of the parties.

8.8 Non-Disclosure. Except as may otherwise be required by law or legal process, no party shall disclose to unrelated third parties the terms and conditions of this Participation Agreement without the consent of the other.

8.9 Assignment. This Agreement shall be binding on each of the parties' successors and assigns. This Agreement may not be assigned without the prior written consent of Pepsi-Cola.

8.10 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Delaware, without regard to its conflict of law principles.

8.11 Notices. Any notice which either party is required or permitted to give hereunder will be in writing, signed by the notifying party and will be either delivery by hand or nationally-recognized overnight courier service or deposited in the United States mail, certified or registered mail, return receipt requested, postage paid, addressed as follows:

If to Operator, at the address set forth on signature page of this Participation Agreement.

If to Pepsi-Cola:	With a copy to:
PepsiCo Sales, Inc.	PepsiCo Sales, Inc.
700 Anderson Hill Road	1 Pepsi Way
Purchase, NY 10577	Somers, NY 10589
Attn: Vice President of Foodservice Sales	Attn: Vice President and Assistant General Counsel

Or to such addresses as the parties may direct notice be given as herein provided. Notice will be deemed to have been given when delivered by hand or nationally recognized overnight courier service, or when received as evidenced by the return receipt, or the date such notice is first refused, if that be the case.

8.12 Intellectual Property. Use and distribution by any party of any and all written, broadcast, printed and other materials - including, but not limited to, advertisements, marketing/merchandising materials, correspondence, press releases of whatever type, promotional materials, and/or point of sale materials - which bear and include the name(s) and/or trademarks of the other party, shall at all times be subject to prior written approval by the party owning such trademarks and/or trade names.

8.13 No Waiver. No consent or waiver by either party of any breach or default by the other party in its performance of its obligations under this Participation Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed in advance by both parties.

8.14 Taxes. Operator will remain responsible for any applicable taxes, fees or other tax liability incurred in connection with the receipt of funding and/or Equipment provided by Pepsi-Cola under this Participation Agreement. In addition, Operator will not access or impose upon Pepsi-Cola any common area maintenance fees, taxes or other charges based on occupation of the space allocated to Equipment, nor with respect to the ownership or usage thereof. Upon execution of this Participation Agreement and/or upon request by Pepsi-Cola, Operator agrees to accurately complete a Form W-9 (or Form W-8 to the extent applicable) and return such form to Pepsi-Cola. Pepsi-Cola has and reserves the right to subject payments due to under this Participation Agreement to the extent required by applicable Internal Revenue Service regulations relating to backup federal tax withholding.

8.15 Applebee's Requirements. In no event will Applebee's be liable for amounts owed by Operator or for any other liability owed to Pepsi-Cola or PepsiCo by Operator. Operator acknowledges and agrees that Applebee's and its affiliates are intended third party beneficiaries of this Participation Agreement, and will be entitled to enforce their rights directly against Operator in the event of any breach by Operator of the terms and conditions of this Participation Agreement. Pepsi-Cola and Operator agree to provide Applebee's and CSCS copies of this Participation Agreement and any modifications or amendments thereto promptly upon execution of such documents.

[***SIGNATURE PAGE TO FOLLOW***]

IN WITNESS WHEREOF, the parties have executed this Participation Agreement through their duly authorized signatories as of the Effective Date.

PEPSICO SALES, INC.

By ____

Name: _____________________________________

Title: ______________________________________

Date: ______________________________________

OPERATOR

By ____

Name: _____________________________________

Title: ______________________________________

Date: ______________________________________

Operator Legal Name: _________________________

Operator Address: ____________________________

____

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[*APPLBEE'S BEVERAGE SALES PARTICIPATION AGREEMENT – SIGNATURE PAGE*]

ANNEX A

LIST OF PARTICIPATING OUTLETS*

*As of the execution of this Participation Agreement. Operator agrees to timely notify Pepsi-Cola of any Outlets that are opened, acquired, closed or sold and the relevant information pertaining thereto.

ANNEX B

FUNDING APPLICABLE TO APPLEBEE'S PARTICIPATING OUTLETS

Marketing Funds.

Each Year throughout the Term on a semi-annual basis, upon verification by Pepsi-Cola that Operator has met its performance obligations under this Participation Agreement, Pepsi-Cola will accrue and pay to Operator, marketing funds at the rate of **$6.00** per Gallon purchased by each Participating Outlet during the Term ("**Marketing Funds**"). In the event that a Participating Outlet elects to serve a non-PepsiCo Fountain Product on one valve of the Equipment as permitted by Section 3.2 hereof, the Marketing Funds shall be paid at the rate of **$5.75** per Gallon with respect to Gallons purchased by such Participating Outlet, reflecting a fair share funding reduction calculated to reimburse Pepsi-Cola for its fixed costs hereunder over the Term, including the cost of providing one valve of the Equipment to the Participating Outlet where Pepsi-Cola is not realizing the benefits of a Fountain Product being served on such valve.

Notwithstanding the foregoing, Marketing Funds shall be subject to further reduction pursuant to the terms and conditions of the Master Agreement in the event certain Applebee's participation thresholds are not met.

Strategic Brand Funds.

Each Year throughout the Term on a semi-annual basis, upon verification by Pepsi-Cola that Operator has met its performance obligations under this Participation Agreement, Pepsi-Cola will accrue and pay Operator, strategic brand funds at the rate of **$2.61** per Gallon purchased by each Participating Outlet during the Term ("**Strategic Brand Funds**").

Price Protection Rebates.

Upon verification by Pepsi-Cola that Operator has met its performance obligations under this Participation Agreement: (A) from the Effective Date until April 21, 2012, Pepsi-Cola shall rebate Operator $0.55 per Gallon purchased in price protection rebates; (B) from April 22, 2012 until December 31, 2012, Pepsi-Cola shall rebate Operator $0.32 per Gallon purchased in price protection rebates; and (C) from January 1, 2013 and thereafter for the remainder of the Term, in the event that the gross weighted average National Account price ("**Gross Weighted Average NAP**") per Gallon of Postmix Products for any such Year increases by more than 2% over the Gross Weighted Average NAP per Gallon for the immediately preceding Year, then Pepsi-Cola will rebate to Operator for the Year under consideration an amount of money equal to the sum of: (a) that portion of any such price increase in excess of 2% of the prior Year's Gross Weighted Average NAP per Gallon, plus (b) the per Gallon price protection rebate, if any, calculated for the Year immediately prior to the Year under consideration ("**Price Protection Rebates**"); provided, however the parties agree that the $0.55 per Gallon Price Protection Rebate referenced in subsection (A) above shall not be carried forward or utilized in future Price Protection Rebate calculations, but that the $0.32 per Gallon Price Protection Rebate referenced in subsection (B) above shall be carried forward for future Price Protection Rebate calculations.

Notwithstanding the foregoing, Price Protection Rebates shall be subject to further adjustment pursuant to the terms and conditions of the Master Agreement based on high fructose corn syrup pricing fluctuations.

Applebee's Participating Outlets Discretionary A&M Funds.

Each Year throughout the Term, upon verification by Pepsi-Cola that Operator has met its performance obligations under this Participation Agreement, Pepsi-Cola will accrue discretionary A&M funds at the rate of **$0.05** per Gallon purchased by each Participating Outlet to be used and spent by Pepsi-Cola, as mutually agreed upon with Operator, toward approved miscellaneous advertising and marketing promotional purposes during the respective Year ("**Applebee's Participating Outlets Discretionary A&M Funds**"). Amounts remaining unspent, if any, at the end of any given Year, will carry forward to the following Year. Amounts remaining unspent, if any, at the end of the Term shall remain the property of Pepsi-Cola. Any unspent Applebee's

Participating Outlets Discretionary A&M Funds contemplated by prior agreements between Pepsi-Cola and Operator shall be carried forward and added to the amounts contemplated in this provision.

Payment of Funds.

Unless otherwise specifically provided herein, no prepayments will be made to Operator and all payments owing hereunder will be made within 90 days following the end of each Year or semi-annual period, as applicable. For further clarification purposes, the parties agree that the first semi-annual period in any Year shall be based off of Pepsi-Cola's Periods 1 through 6 financial periods, and the second semi-annual period in any Year shall be based off of Pepsi-Cola's Periods 7 through 13 financial periods.

EXHIBIT L

NEIGHBORHOOD CONNECT SUBSCRIPTION AGREEMENT

INTRODUCTION

Applebee's has developed and deployed a web-based portal called "Neighborhood Connect" (the "Portal"). Applebee's has previously made the Portal available to the franchisees of Applebee's Franchisor LLC (the "Franchisees") under certain terms and conditions as set forth in an agreement dated 2003. This Agreement supersedes that earlier agreement.

Please read and acknowledge the following Subscription Agreement. You will not be permitted access to the Portal until you have acknowledged that you agree to the terms of this Subscription Agreement by signing and returning this document.

NEIGHBORHOOD CONNECT SUBSCRIPTION AGREEMENT

January 1, 2012

1.0 Description of the Portal

1.1 The Portal is a web-based central knowledge repository of Applebee's proprietary, branded business communications and information, utilizing an ASP-hosted implementation model. Applebee's currently provides hosting, development, and maintenance of the Portal.

1.2 The Portal is registered as "Neighborhood Connect" and is accessed by secure user-level logins and passwords administered by Applebee's.

1.3 Within the Portal, specific communications are targeted to unique audiences through "communities". Applebee's will provide a Community Manager at no charge to the Franchisees to maintain the franchisee-specific Portal community.

1.4 Applebee's will provide Help Desk support for the Portal at no charge to the Franchisees.

1.5 In order to participate in AppleONE Metrics, a Franchisee must subscribe to the terms of this Agreement.

2.0 Subscription to the Portal

The Portal is available at no charge to the Franchisees who have agreed to the terms of this Agreement. Franchisees will receive one login account for each of its restaurants and individual login accounts for home office users as well as all area, regional and executive managers. Each log-in account is considered a Franchisee Account.

3.0 Use Restrictions

The Franchisee and the Franchisee Accounts will not do or permit any third party to do any of the following:

(a) Make or retain any copy of the Portal;

(b) Create or recreate the source code for the Portal or re-engineer, reverse engineer, decompile or disassemble the source code;

(c) Modify, adapt, translate or create derivative works based on the Portal, or combine or merge any part of the Portal with or into any other software or documentation;

(d) Refer to or otherwise use the Portal as part of any effort to develop a program having any functional attributes, visual expressions or other features similar to those of the Portal; or

(e) Create links from other web sites or other applications to the Portal or links from the Portal to other web sites or application without Applebee's express written consent.

4.0 Security

Certain functionality of the Portal, by design, will require data sharing between Applebee's and the Franchisee. Applebee's will not disclose the Franchisee's identifiable data to any third party, including other franchisees, without the Franchisee's written consent. No Franchisee will have access to any other franchisee's data. If the Portal contains the Franchisee's identifiable data, the Franchisee Accounts will have security level access to that data.

5.0 Franchisee Accounts

5.1 Franchisees can request new Franchisee Accounts from the Help Desk. The Franchisee will maintain a current list of its Franchisee Accounts. The Franchisee's restaurants will have one shared Franchisee Account. The Franchisee must notify Applebee's immediately if an employee with a Franchisee Account terminates employment with the Franchisee or no longer needs access to the Portal. If Applebee's Help Desk requests verification or validation of the Franchisee Accounts, the Franchisee will respond within seven days.

5.2 Franchisee must maintain a written policy stating that a Franchisee Account's access to the Portal terminates when that individual terminates his or her employment with the Franchisee. Franchisee will provide Applebee's a copy of its policy upon request.

6.0 Passwords

6.1 The password for a Franchisee Account must be a minimum of eight characters. It must contain three of the following four character types: upper case, lower case, special character, and numeric. Passwords expire every 90 days.

6.2 Applebee's has implemented a password self-service program that will allow Franchisee Account holders to reset a forgotten password and unlock a Franchisee Account without contacting the Help Desk. Using a link on the Portal sign-in page, a Franchisee Account holder will answer challenge questions in order to change a password. In the case of restaurants using a shared Franchisee Accounts, the password will be reset and sent to the restaurant email address.

7.0 Disabled Franchisee Accounts

7.1 Applebee's will disable (but not remove) any Franchisee Accounts that have not logged on to the Portal for 90 days. The Franchise Portal Administrator must contact the Help Desk to reinstate a disabled account. Applebee's will review Franchisee Accounts monthly for inactivity.

7.2 Applebee's will remove disabled Franchisee Accounts from the system after 30 days, unless the Help Desk receives a request from the Franchise Portal Administrator to re-enable the Franchisee Account. Applebee's will not remove a disabled restaurant Franchisee Account until the Help Desk receives a request from the Franchisee Portal Administrator to remove the account.

8.0 Franchisee Portal Administrator

Franchisee must appoint a designated Franchisee Portal Administrator who will be responsible for handling Portal issues for the Franchisee Accounts. Applebee's will provide instruction and guidance to each Franchisee Portal Administrator in getting Franchisee Accounts activated with login access to the Portal. The Franchisee Accounts will contact the Franchisee Portal Administrator for first level support. The Franchisee Portal Administrator will then contact the Applebee's Help Desk for technical support as needed.

9.0 Certified Platform

The Portal functionality is certified on Microsoft® Internet Explorer® version 6.0 or greater. Franchisees will experience maximum efficiency of the Portal with a broadband internet connectivity solution.

10.0 Confidentiality

The Portal is a proprietary application of Applebee's and is made available to the Franchisee on a strictly confidential and limited use basis. Only those personnel with a Franchisee Account will have access to the franchisee-specific community within the Portal and Franchisee will not permit any third party to use or have access to the franchisee-specific community within the Portal. Franchisee will require all those personnel with Franchisee Accounts to abide by the terms of this Agreement before granting those members access to the Portal.

11.0 Outages

The Portal is now on fully redundant hardware hosted at the Applebee's data center. Should an outage occur, all reasonable efforts will be taken to provide immediate resolution within normal business hours. In the case of an excessive outage, Applebee's will provide a mitigation plan for access to materials. Scheduled outages will be communicated to the Franchisee Portal Administrators one week prior to the scheduled outage.

I acknowledge that I agree to the terms of this Subscription Agreement.

Franchise Name: ____

Signature: ____

Printed Name: ____

Date: ____

<u>EXHIBIT M</u>

AUTHORIZED OPERATOR AGREEMENT FOR DISPATCH SERVICES

(ON-LINE ORDERING)

Authorized Operator Agreement for Dispatch Service

THIS AUTHORIZED OPERATOR AGREEMENT FOR DISPATCH SERVICES (this "**AOA For Dispatch**") is entered into by and between Mobo Systems, Inc. ("**Olo**"), ("**Provider**") and the entity listed below ("**Authorized Operator**") and is effective as of the date last written below ("**AOA for Dispatch Effective Date**"). This AOA For Dispatch is subject to and governed by the Master Services Agreement (the "**Agreement**") entered into by and between DineEquity, Inc. and Provider dated October 1, 2015 and Amendment Number 1 to the Master Agreement dated February 2, 2017 ("**Amendment No. 1**"). All terms not defined herein shall have the meaning ascribed to such term in the Agreement or Amendment No. 1.

WHEREAS, DineEquity has entered into Amendment No. 1 to the Agreement with Provider for the purpose of using and accessing, and enabling franchisees of DineEquity and/or its affiliates, to use and access a delivery solution ("**Dispatch**") for multi-location restaurants that integrates with multiple Delivery Service Providers; and WHEREAS, Authorized Operator desires to use and access Dispatch in connection with the operation of its business; and WHEREAS, Provider is willing to provide Dispatch in accordance with the terms and conditions of this AOA For Dispatch and the Agreement and Amendment No. 1.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

Authorized Restaurants. Provider will provide Dispatch, in connection with the operation of Authorized Operator's restaurants identified in Schedule 1 hereto (the "**Authorized Restaurants**"), and Authorized Operator agrees to use and/or access Dispatch, in accordance with the terms of the Agreement and Amendment No.1. The list of Authorized Restaurants set forth in Schedule 1 is current as of the AOA For Dispatch Effective Date. After the AOA For Dispatch Effective Date, Authorized Operator may add or remove restaurants from Schedule 1 at any time upon written notice of such to Provider.

Fees. Authorized Operator will pay Provider the applicable Fees set forth in Amendment No. 1.

Term and Termination. This AOA For Dispatch shall begin on the AOA For Dispatch Effective Date and, subject to termination in accordance with Amendment No. 1 terms, continue until (a) the expiration or earlier termination of the Agreement, or (b) with respect to Authorized Operator's use of Dispatch in connection with a particular Authorized Restaurant, the expiration or earlier termination of the applicable franchise agreement between Authorized Operator and DineEquity or one of its affiliates.

Third Party Beneficiary. Authorized Operator is a third-party beneficiary of the Amendment No. 1. Insofar as the Amendment No. 1 confers any rights and benefits on DineEquity, such rights and benefits shall also be deemed conferred on Authorized Operator. Notwithstanding the forgoing, Authorized Operator and Provider acknowledge and agree that (a) DineEquity shall not be responsible for, nor a guarantor of, any of Authorized Operator's obligations to Provider; and (b) DineEquity shall not be responsible for, nor a guarantor of, any of Provider's obligations to Authorized Operator.

Miscellaneous. Authorized Operator acknowledges that it has received and reviewed Amendment Number 1 to the Agreement. Authorized Operator understands and acknowledges that the Agreement and/or any amendments may be amended by DineEquity and Provider without notice to Authorized Operator. The terms of this AOA For Dispatch are not intended by the parties to, and will not, have any effect on the terms of the Agreement or any amendment as between DineEquity and Provider. This AOA For Dispatch and the Agreement and its amendments set forth the entire agreement between Authorized Operator and Provider regarding the subject matter hereof and supersede any and all prior agreements, negotiations and understandings. No amendment, waiver or modifications to this AOA For Dispatch shall be valid or enforceable unless in writing and executed by the authorized representatives of Authorized Operator and

Provider. This AOA For Dispatch may be executed in multiple counterparts, each of which shall be deemed an original. This AOA For Dispatch will be construed and governed in accordance with the internal laws of the State of California without regard to its conflicts of law provisions. Notices will be deemed delivered when received by the party being notified. Any notice or other document or communication required or permitted under this AOA For Dispatch will be made in writing and delivered by: a) certified US mail, return receipt requested, postage prepaid; b) hand delivery; or c) reputable overnight carrier service, to Provider as set forth in the Agreement, or to Authorized Operator at the address set forth below.

IN WITNESS WHEREOF, the parties have caused this AOA for Dispatch to be executed by their respective duly authorized officers.

	MOBO SYSTEMS, INC.
Authorized Operator:___________________________	By:_________________________________
Name:______________________________	Name:______________________________
Title:________________________________	Title:_______________________________
Date:________________________________	Date:_______________________________

Mailing Address for Notices:

Authorized Operator

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<u>EXHIBIT N</u>

STATE SPECIFIC ADDENDA

STATE SPECIFIC ADDENDA

Addenda to the Franchise Disclosure Document

a. California
b. Hawaii
c. Illinois
d. Michigan
e. Minnesota
f. New York
g. North Dakota
h. Oregon
i. Rhode Island
j. Virginia
k. Washington

Amendments to Applebee's Neighborhood Grill & Bar Development Agreement

a. California
b. Hawaii
c. Illinois
d. Maryland
e. Minnesota
f. New York
g. North Dakota
h. Rhode Island
i. Washington

Amendments to Applebee's Neighborhood Grill & Bar Franchise Agreement

a. California
b. Hawaii
c. Illinois
d. Maryland
e. Minnesota
f. New York
g. North Dakota
h. Rhode Island
i. Washington

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR CALIFORNIA

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

2. Item 3, the Franchisor and persons listed in Item 2 are not 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. Item 6, the section entitled "Management Hiring," is amended by adding the following language: The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

4. Item 17, the Summary under Provision f. of Table 1 (Development Agreement), is amended by adding the following language: California Business and Professions Code Sections 20000 through 20043 provide rights concerning termination or non-renewal of a franchise. If the Development Agreement contains a provision that is inconsistent with the law, the law will control.

5. Item 17, the Summary under Provision f. of Table 1 (Development Agreement), is amended by adding the following language: The 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*.).

6. Item 17, the Summary under Provision m. of Table 1 (Development Agreement), is amended by adding the following language: California Business and Professions Code Sections 20000 through 20043 prohibit certain waivers. If the Development Agreement contains a provision that is inconsistent with the law, the law will control.

7. Item 17, the Summary under Provision r. of Table 1 (Development Agreement), is amended by adding the following language: The Agreement contains covenants not to compete which extend past termination. These provisions may not be enforceable under California law.

8. Item 17, the Summary under Provision s. of Table 1 (Development Agreement), is amended by adding the following language: The California Corporations Code, Section 31125 requires the Franchisor to give you a disclosure document, approved by the Department of Business Oversight prior to a solicitation of a proposed material modification of an existing franchise.

9. Item 17, the Summary under Provision w. of Table 1 (Development Agreement), is amended by adding the following language: The Agreement requires application of the laws of the Kansas. These provisions may not be enforceable under California law.

10. Item 17, the Summary under Provision f. of Table 2 (Franchise Agreement), is amended by adding the following language: California Business and Professions Code Sections 20000 through 20043 provide rights 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.

11. Item 17, the Summary under Provision f. of Table 2 (Franchise Agreement), is amended by adding the following language: The 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*.).

12. Item 17, the Summary under Provision m. of Table 2 (Franchise Agreement), is amended by adding the following language: California Business and Professions Code Sections 20000 through

20043 prohibit certain waivers. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

13. Item 17, the Summary under Provision r. of Table 2 (Franchise Agreement), is amended by adding the following language: The Agreement contains covenants not to compete which extend past termination. These provisions may not be enforceable under California law.

14. Item 17, the Summary under Provision s. of Table 2 (Franchise Agreement), is amended by adding the following language: The California Corporations Code, Section 31125 requires the Franchisor to give you a disclosure document, approved by the Department of Business Oversight prior to a solicitation of a proposed material modification of an existing franchise.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR HAWAII

THIS FRANCHISE DISCLOSURE DOCUMENT IS PROVIDED FOR YOUR OWN PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THIS FRANCHISE DISCLOSURE DOCUMENT AND ALL CONTRACTS AND AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

A FEDERAL TRADE COMMISSION RULE MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE WITHOUT FIRST PROVIDING THIS FRANCHISE DISCLOSURE DOCUMENT TO THE PROSPECTIVE FRANCHISEE AT THE EARLIER OF (1) THE FIRST PERSONAL MEETING; OR (2) TEN (10) BUSINESS DAYS BEFORE THE SIGNING OF ANY FRANCHISE OR RELATED AGREEMENT; OR (3) TEN (10) BUSINESS DAYS BEFORE ANY PAYMENT. THE PROSPECTIVE FRANCHISEE MUST ALSO RECEIVE A FRANCHISE AGREEMENT CONTAINING ALL MATERIAL TERMS AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE SIGNING OF THE FRANCHISE AGREEMENT.

IF THIS FRANCHISE DISCLOSURE DOCUMENT IS NOT DELIVERED ON TIME, OR IF IT CONTAINS A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE HAWAII COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS, BUSINESS REGISTRATION DIVISION, 335 MERCHANT STREET, ROOM 203, P.O. BOX 40, HONOLULU, HAWAII 96810.

The Business Registration Division of the Department of Commerce and Consumer Affairs of the State of Hawaii requires that the following language be added to Hawaii state cover pages:

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in Hawaii authorized to receive service of process:

Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
P.O. Box 40
Honolulu, Hawaii 96810

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR ILLINOIS

1. Cover page, Paragraphs 1 and 2 under "Risk Factors" are deleted.

2. Item 17, the Summary under Provision f. of Table 1 (Development Agreement), is amended by adding the following language: The conditions under which a development agreement can be terminated and rights upon non-renewal may be affected by the Illinois Franchise Disclosure Act of 1987, Sections 19 and 20.

3. Item 17, the Summary under Provision v. of Table 1 (Development Agreement), is deleted, and the following is in its place: Under the Illinois Franchise Disclosure Act, Section 15.3 is deleted and is of no force or effect, subject to state law.

4. Item 17, the Summary under Provision w. of Table 1 (Development Agreement), is amended by adding the following language: However, the application of Kansas law is superseded in all instances by the authority of Illinois law, subject to state law.

5. Item 17, the Summary under Provision f. of Table 2 (Franchise Agreement), is amended by adding the following language: The conditions under which a franchise agreement can be terminated and rights upon non-renewal may be affected by the Illinois Franchise Disclosure Act of 1987, Sections 19 and 20.

6. Item 17, the Summary under Provision v. of Table 2 (Franchise Agreement), is deleted, and the following is in its place: Under the Illinois Franchise Disclosure Act, Section 21.3 is deleted and is of no force or effect, subject to state law.

7. Item 17, the Summary under Provision w. of Table 2 (Franchise Agreement), is amended by adding the following language: However, the application of Kansas law is superseded in all instances by the authority of Illinois law, subject to state law.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM, EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISION OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN THIRTY DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISE BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN FIVE YEARS, AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST SIX MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST

REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED TRANSFEREE TO MEET THE FRANCHISOR'S THEN-CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

* * * *

THE FACT THAT THERE IS A NOTICE OF THIS DISCLOSURE DOCUMENT ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

* * * *

The name and address of the Franchisor's agent in this State authorized to receive service of process is:

Michigan Department of Commerce
Corporations and Securities Bureau
Office of Franchise and Agent Licensing
6546 Mercantile Way
P.O. Box 30222
Lansing, Michigan 48910

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

DEPARTMENT OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
670 LAW BUILDING
LANSING, MICHIGAN 48913

(517) 373-7117

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR OTHER AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. Item 13 is amended by adding the following language: The Minnesota Department of Commerce requires that the Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the Franchisor's trademark infringes upon the trademark rights of the third party. Franchisor will protect your right to use the trademarks, service marks, trade names, logotypes of other commercial symbols ("Marks") or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use the Marks. Franchisor does <u>not</u> indemnify against the consequences of a franchisee's use of the Franchisor's trademark except in accordance with the requirements of the franchise, and, as a condition to indemnification, franchisee must provide notice to Franchisor of any such claim within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. Item 17 is amended by adding the following language:

a. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or the franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. If the Franchise Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Minnesota Statutes or the Minnesota Rule, the provisions of the Franchise Agreement and/or the Franchise Disclosure Document shall be superseded by the Minn. Rule's requirements and shall have no force or effect.

b. With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' written notice of termination (with 60 days to cure) and notice of Franchisor's intention not to renew 180 days before expiration of the franchise and that the franchisee be given sufficient opportunity to operate the franchise in order to enable the franchisee the opportunity to recover the fair market value of the franchise as a going concern. Franchisor's consent to the transfer will not be unreasonably withheld.

c. Minnesota law provides franchisees with certain termination rights. With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' written notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement. Franchisor's consent to the transfer of the franchise will not be unreasonably withheld.

3. The name and address of the Franchisor's agent in this State authorized to receive service of process is:

Minnesota Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198

ADDENDUM TO THE FRANCHISE OFFERING PROSPECTUS REQUIRED BY THE STATE OF NEW YORK

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL ON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

In accordance with Section 684.3(a)(ii) of the New York General Business Law, Article 33, please be advised as follows:

1. The principal business address of Applebee's Franchisor LLC is:

   450 North Brand Boulevard
   Glendale, California 91203

2. The agent in the State of New York authorized to receive legal process on behalf of Applebee's Franchisor LLC is:

   Secretary of State of the State of New York
   One Commerce Plaza, 99 Washington Avenue
   Albany, New York 12231

3. A Franchisee's duty to assent to a release, assignment, novation, waiver or estoppel under either the Development Agreement or the Franchise Agreement may be affected by New York law. N.Y. Gen. Bus. Law §687.5.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR NORTH DAKOTA

The following provisions supersede any inconsistent provisions in the Disclosure Document and apply to all franchises offered and sold in the State of North Dakota:

1. Section 51-19-09 of the North Dakota Franchise Investment Law prohibits a franchisee to assent to a general release. To the extent any such general release is purported to be required, it is hereby rendered void with respect to all franchisees governed under the laws of North Dakota.

2. Covenants not to compete upon termination or expiration of the Franchise Agreement and/or the Development Agreement are subject to Section 9-08-06 of the North Dakota Century Code and are generally considered unenforceable in the State of North Dakota.

3. To the extent that Item 17 would otherwise violate North Dakota law, such sections are amended by providing that all litigation by or between you and us, involving a franchised business operating in the State of North Dakota, shall be commenced and maintained, at our election, in the state courts of North Dakota or the United States District Court for North Dakota, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

4. North Dakota law applies to this transaction and supersedes any conflicting provisions of the Franchise Agreement or Texas law.

5. Section 51-19-09 of the North Dakota Franchise Investment Law prohibits a franchisee to consent to a waiver of trial by jury. To the extent any such consent is purported to be required, it is hereby rendered void with respect to all franchisees governed under the laws of North Dakota.

The agent in the State of North Dakota authorized to receive legal process on behalf of Applebee’s Franchisor LLC is:

North Dakota Securities Commissioner
600 East Boulevard, 5th Floor
Bismarck, North Dakota 58505

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR OREGON

THIS INFORMATION IS PROVIDED FOR YOUR OWN PROTECTION. IT IS IN YOUR BEST INTEREST TO STUDY IT CAREFULLY BEFORE MAKING ANY COMMITMENT. THE INFORMATION CONTAINED HEREIN HAS NOT BEEN REVIEWED OR APPROVED UNDER OREGON FRANCHISE LAW.

The agent for service of process for the Franchisor in this State is:

Director of Oregon Department of
Consumer & Business Services
350 Winter Street NE
Salem, Oregon 97301-3878

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR RHODE ISLAND

THIS FRANCHISE DISCLOSURE DOCUMENT IS PROVIDED FOR YOUR OWN PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THIS FRANCHISE DISCLOSURE DOCUMENT AND ALL CONTRACTS AND AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

A FEDERAL TRADE COMMISSION RULE MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE WITHOUT FIRST PROVIDING THIS FRANCHISE DISCLOSURE DOCUMENT TO THE PROSPECTIVE FRANCHISEE AT THE EARLIER OF (1) THE FIRST PERSONAL MEETING, OR (2) TEN BUSINESS DAYS BEFORE THE SIGNING OF ANY FRANCHISE OR RELATED AGREEMENT, OR (3) TEN BUSINESS DAYS BEFORE ANY PAYMENT. THE PROSPECTIVE FRANCHISEE MUST ALSO RECEIVE A FRANCHISE AGREEMENT CONTAINING ALL MATERIAL TERMS AT LEAST FIVE BUSINESS DAYS PRIOR TO THE SIGNING OF THE FRANCHISE AGREEMENT.

ALTHOUGH THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE RHODE ISLAND FRANCHISE AND DISTRIBUTORSHIP INVESTMENT REGULATIONS ACT, REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DEPARTMENT OF BUSINESS REGULATIONS OR A FINDING BY THE DEPARTMENT OF BUSINESS REGULATION THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, ACCURATE OR NOT MISLEADING.

IF THIS FRANCHISE DISCLOSURE DOCUMENT IS NOT DELIVERED ON TIME, OR IF IT CONTAINS A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE RHODE ISLAND DEPARTMENT OF BUSINESS REGULATION, SECURITIES DIVISION, 1511 PONTIAC AVENUE, JOHN O. PASTORE COMPLEX – BUILDING 69-1, CRANSTON, RHODE ISLAND 02910.

The name and address of the Franchisor's agent in this State authorized to receive service of process is:

Director of Department of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, Rhode Island 02910

1. Item 17, the paragraph following Table 1 (Development Agreement), is amended by adding the following language: §19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a [development] agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. Item 17, the paragraph following Table 2 (Franchise Agreement), is amended by adding the following language: §19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR VIRGINIA

THIS FRANCHISE DISCLOSURE DOCUMENT IS PROVIDED FOR YOUR OWN PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THIS FRANCHISE DISCLOSURE DOCUMENT AND ALL CONTRACTS AND AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

ALTHOUGH THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE VIRGINIA RETAIL FRANCHISING ACT AS AMENDED, REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIVISION OF SECURITIES AND RETAIL FRANCHISING OF THE VIRGINIA STATE CORPORATION COMMISSION OR A FINDING BY THE DIVISION OF SECURITIES AND RETAIL FRANCHISING THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, ACCURATE OR NOT MISLEADING.

IF THIS FRANCHISE DISCLOSURE DOCUMENT IS NOT DELIVERED ON TIME, OR IF IT CONTAINS A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE VIRGINIA DIVISION OF SECURITIES AND RETAIL FRANCHISING, 1300 EAST MAIN STREET, RICHMOND, VIRGINIA 23219.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination state in the Development Agreement and/or Franchise Agreement do not constitute “reasonable cause”, as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

The name and address of the Franchisor's agent in Virginia authorized to receive service of process is:

Clerk of the State Corporation Commission
1300 E. Main Street, 1st Floor
Richmond, Virginia 23219

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR WASHINGTON

The name and address of the Franchisor's agent in this State authorized to receive service of process is:

Washington Securities Administrator
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501

1. Item 6, the section entitled "Management Hiring," is amended by adding the following language: Liquidated damage provisions are unenforceable under Washington law and any reference herein requiring you to pay liquidated damages is deleted and shall have no force or effect.

2. Item 17, the Summary under Provision f. of Table 1 (Development Agreement), is amended by adding the following language: To the extent that the termination provisions of the Development Agreement as described herein are inconsistent with the requirements of the Washington Franchise Investment Protection Act, §19.100.180(2)(j), the termination provisions are superseded by the Act's requirements and shall have no force or effect.

As of the date of this Franchise Disclosure Document, Wash. Code Ann. §19.100.180(2)(j) provides that "it shall be an unfair or deceptive act to practice or an unfair method of competition and therefore unlawful and a violation of this chapter for any person to:

> "(j) Terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include, without limitation, the failure of the franchisee to comply with lawful material provisions of the franchise or other agreement between the franchisor and the franchisee and to cure such default after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure such default, or if such default cannot reasonably be cured within thirty (30) days, the failure of the franchisee to initiate within thirty (30) days substantial and continuing action to cure such default: Provided, That after three willful and material breaches of the same term of the franchise agreement occurring with a twelve (12) month period, for which the franchisee has been given notice and an opportunity to cure as provided in this subsection, the franchisor may terminate the agreement upon any subsequent willful and material breach of the same term within the twelve (12) month period without providing notice or opportunity to cure: Provided further, That a franchisor may terminate a franchise without giving prior notice or opportunity to cure a default if the franchisee: (i) is adjudicated as bankrupt or insolvent; (ii) makes an assignment for the benefit of creditors or similar disposition of the assets of the franchise business; (iii) voluntarily abandons the franchise business; or (iv) is convicted of or pleads guilty or no contest to a charge of violating any law relating to the franchise business. Upon termination for good cause, the franchisor shall purchase from the franchisee at a fair market value at the time of termination, the franchisee's inventory and supplies, exclusive of (i) personalized materials which have no value to the franchisor; (ii) inventory and supplies not reasonably required in the conduct of the franchise business; and (iii) if the franchisee is to retain control of the premises of the franchise business, any inventory and supplies not purchased from the franchisor or on his express requirement: Provided, That a franchisor may offset against amounts owed to a franchisee under this subsection any amounts owed by such franchisee to the franchisor.'"

3. Item 17, the Summary under Provision m. of Table 1 (Development Agreement), is amended by adding the following language: As a condition to its approval of a proposed Transfer, Franchisor may also require you and your Principal Shareholders, including the proposed transferor(s), to execute a

general release releasing Franchisor from any claims you or they may have had or then have against Franchisor; excluding only such claims as you or they may have that have arisen under the Washington Franchise Investment Protection Act, if applicable.

4. Item 17, the Summary under Provision c. of Table 2 (Franchise Agreement), is amended by adding the following language: To the extent that the renewal provisions of the Franchise Agreement are inconsistent with the requirements of the Washington Franchise Investment Protection Act, §19.100.180(2)(i), the renewal provisions are superseded by the Act's requirements and shall have no force or effect.

As of the date of this Franchise Disclosure Document, Wash. Code Ann. §19.100.180(2)(i) provides that "it shall be an unfair or deceptive act or practice or an unfair method of competition and therefore unlawful and a violation of this chapter for any person to:

> "(i) refuse to renew a franchise without fairly compensating the franchisee for the fair market value, at the time of expiration of the franchise, of the franchisee's inventory, supplies, equipment, and furnishings purchased from the franchisor, and good will, exclusive of personalized materials which have no value to the franchisor, and inventory, supplies, equipment and furnishings not reasonably required in the conduct of the franchise business: Provided, That compensation need not be made to a franchisee for good will if: (i) the franchisee has been given one year's notice of non-renewal and (ii) the franchisor agrees in writing not to enforce any covenant which restrains the franchisee from competing with the franchisor: Provided further, That a franchisor may offset against amounts owed to a franchisee under this subsection any amounts owed by such franchisee to the franchisor.'"

5. Item 17, the Summary under Provision f. of Table 2 (Franchise Agreement), is amended by adding the following language: To the extent that the termination provisions of the Franchise Agreement as described herein are inconsistent with the requirements of the Washington Franchise Investment Protection Act, §19.100.180(2)(j), the termination provisions are superseded by the Act's requirements and shall have no force or effect.

As of the date of this Franchise Disclosure Document, Wash. Code Ann. §19.100.180(2)(j) provides that "it shall be an unfair or deceptive act to practice or an unfair method of competition and therefore unlawful and a violation of this chapter for any person to:

> "(j) Terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include, without limitation, the failure of the franchisee to comply with lawful material provisions of the franchise or other agreement between the franchisor and the franchisee and to cure such default after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure such default, or if such default cannot reasonably be cured within thirty (30) days, the failure of the franchisee to initiate within thirty (30) days substantial and continuing action to cure such default: Provided, That after three willful and material breaches of the same term of the franchise agreement occurring with a twelve (12) month period, for which the franchisee has been given notice and an opportunity to cure as provided in this subsection, the franchisor may terminate the agreement upon any subsequent willful and material breach of the same term within the twelve (12) month period without providing notice or opportunity to cure: Provided further, That a franchisor may terminate a franchise without giving prior notice or opportunity to cure a default if the franchisee: (i) is adjudicated as bankrupt or insolvent; (ii) makes an assignment for the benefit of creditors or similar disposition of the assets of the franchise business; (iii) voluntarily abandons the franchise business; or (iv) is convicted of or pleads guilty or no contest to a charge of violating any law relating to the franchise business. Upon termination for good

> cause, the franchisor shall purchase from the franchisee at a fair market value at the time of termination, the franchisee's inventory and supplies, exclusive of (i) personalized materials which have no value to the franchisor; (ii) inventory and supplies not reasonably required in the conduct of the franchise business; and (iii) if the franchisee is to retain control of the premises of the franchise business, any inventory and supplies not purchased from the franchisor or on his express requirement: Provided, That a franchisor may offset against amounts owed to a franchisee under this subsection any amounts owed by such franchisee to the franchisor.'"

6. Item 17, the Summary under Provision i. of Table 2 (Franchise Agreement), is amended by adding the following language: Pursuant to the Washington Franchise Investment Protection Act. The Franchisor may be required to purchase from you at fair market value certain items, including your inventory and supplies as previously referenced in Item 17. Any failure by Franchisor and you to agree on the purchase price for any items required to be purchased under the Act will be subject to the appraisal procedure set forth herein and in Subsection 19.4(d) of the Franchise Agreement.

7. Item 17, the Summary under Provision m. of Table 2 (Franchise Agreement), is amended by adding the following language: As a condition to its approval of a proposed Transfer, Franchisor may also require you and your Principal Shareholders, including the proposed transferor(s), to execute a general release releasing Franchisor from any claims you or they may have had or then have against Franchisor; excluding only such claims as you or they may have that have arisen under the Washington Franchise Investment Protection Act, if applicable.

8. Notwithstanding the provisions of the Franchise Disclosure Document, Development Agreement and Franchise Agreement: If any of the provisions in this Franchise Disclosure Document or the Development Agreement or Franchise Agreement are inconsistent with the relationship provisions of Section 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of this Franchise Disclosure Document, Development Agreement and Franchise Agreement with regard to any franchise sold in Washington.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by you shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by our independent attorney. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are only collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

STATE SPECIFIC AMENDMENTS
TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR
DEVELOPMENT AGREEMENTS

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 3100 *et seq*., and the California Franchise Relations Act, CAL. BUS. & PROF. Code Section 20000 *et seq*., the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT (the "Development Agreement") agree as follows:

1. Subsection 9.2(c) of Section 9 of the Development Agreement, "Termination," shall be supplemented by the following paragraph, which shall be considered an integral part of the Development Agreement:

> This 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*.).

2. Section 9 of the Development Agreement, "Termination," shall be supplemented by the following paragraph, which shall be considered an integral part of the Development Agreement:

> California Business and Professions Code Sections 20000 through 20043 provide certain rights concerning termination. To the extent that the law is applicable to this Agreement, the law will control if this Agreement contains a provision concerning termination that is inconsistent with the law.

3. Section 11 of the Development Agreement, "Restrictions," shall be supplemented by the following paragraph, which shall be considered an integral part of the Development Agreement:

> This Agreement contains a covenant not to compete which extends beyond termination. This provision may not be enforceable under California law.

4. Subsection 15.2 of Section 15 of the Development Agreement, "Construction, Severability, Governing Law and Jurisdiction," shall be supplemented by the addition of the following paragraph, which shall be considered an integral part of the Development Agreement:

> This Agreement requires application of the laws of Kansas under certain circumstances. This provision may not be enforceable under California law.

5. The second sentence of Appendix D of the Development Agreement, "Review and Consent with Respect to Transfers," shall be amended as follows:

> Franchisor's consent also may be conditioned upon execution by Proposed New Owner of an agreement whereby Proposed New Owner assumes full, unconditional, joint and several liability for, and agrees to perform from the date of such Transfer, all obligations, covenants and agreements contained herein to the same extent as if it had been an original party to this Agreement and may also require Developer and Principal Shareholders, including the proposed transferor(s), to execute a general release which releases Franchisor from any claims they may have had or then have against Franchisor, excluding only such claims as the Developer may have that have arisen under the California Franchise Investment Law or the California Franchise Relations Act.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Development Agreement on the day and year first above written in the Development Agreement.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

DEVELOPER:

____

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

PRINCIPAL SHAREHOLDER(S):

Name: ____________________________________

Name: ____________________________________

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF HAWAII

In recognition of the requirements of the Hawaii Franchise Investment Law, Section 482E-6, the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT (the "Development Agreement") agree as follows:

1. The second sentence of Appendix D of the Development Agreement, "Review and Consent with Respect to Transfers," shall be deleted in its entirety and shall be of no further force and effect, and the following shall be substituted in lieu thereof:

> Franchisor's consent also may be conditioned upon execution by Proposed New Owner of an agreement whereby Proposed New Owner assumes full, unconditional, joint and several liability for, and agrees to perform from the date of such Transfer, all obligations, covenants and agreements contained herein to the same extent as if it had been an original party to this agreement and may also require Developer and Principal Shareholders, including the proposed transferor(s), to execute a general release which releases Franchisor from any claims they may have had or then have against Franchisor, excluding only such claims as Developer and Principal Shareholders, including the proposed transferor(s), may have that have arisen under the Hawaii Franchise Investment Law, Chapter 482E, if applicable to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Development Agreement (Attachment DA-1) on the _______ day of ________________, 20_____.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ___________________________________
Name: _________________________________
Title: _________________________________

DEVELOPER:

____

By: ___________________________________
Name: _________________________________
Title: _________________________________

PRINCIPAL SHAREHOLDER(S):

Name: _________________________________

Name: _________________________________

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirement of the Illinois Franchise Disclosure Act of 1987 (the “Act”), the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT (the “Development Agreement”) agree as follows:

1. Section 9 of the Development Agreement, “Termination,” shall be supplemented by the following subsection, which shall be inserted following Subsection 9.4 and shall be considered an integral part of the Development Agreement:

> 9.5 Notwithstanding anything to the contrary contained in this Agreement, if any provisions of this Section 9, governing termination, are inconsistent with Section 19 of the Illinois Franchise Disclosure Act of 1987 (the “Act”), if applicable, the provisions of the Act shall apply rather than the contrary provisions of this Section 9. As provided in Subsection 15.1 hereof, however, each provision of this Agreement shall be considered severable, and if, for any reason, any provision of this Section 9 is determined to be invalid and contrary to, or in conflict with, Section 19 of the Act, such shall not impair the operation of, or have any other effect upon, such other provisions of this Section 9 as may remain otherwise enforceable, and the latter shall continue to be given full force and effect and bind the parties hereto.

2. Notwithstanding anything to the contrary contained in Section 15 of the Development Agreement, “Construction, Severability, Governing Law and Jurisdiction,” the Development Agreement shall not require a franchisee to litigate any cause of action, with the exception of arbitration proceedings arising under the Development Agreement or the Illinois Franchise Disclosure Act outside of the state of Illinois, nor shall the Development Agreement provide for a choice of law provision for any state other than Illinois.

3. Subsection 15.3 of Section 15 of the Development Agreement, “Construction, Severability, Governing Law and Jurisdiction,” shall be deleted in its entirety and shall be of no force or effect.

4. Section 16 of the Development Agreement, “Miscellaneous”, shall be supplemented by the following subsection, which shall be inserted following Subsection 16.6 and shall be considered an integral part of the Development Agreement:

> 16.7 Notwithstanding anything to the contrary contained in this Agreement, this Agreement is subject to Section 41 of the Illinois Franchise Disclosure Act (the “Act”) which states that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of the State of Illinois is void. Section 41 of the Act shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Development Agreement (Attachment DA-1) on the day and year first above written in the Development Agreement.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ___________________________________
Name: _________________________________
Title: _________________________________

DEVELOPER:

____

By: __________________________
Name: ________________________
Title: _________________________

PRINCIPAL SHAREHOLDER(S):

Name: ________________________

Name: ________________________

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§ 14-201 - 14-233 (1994), the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT (the "Development Agreement") agree as follows:

1. Developer is required in this Agreement to execute a release of claims and/or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act. Such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law, and such acknowledgments shall be void with respect to claims under the Law.

2. This Agreement requires litigation to be conducted in a forum other than the State of Maryland. The requirement shall not be interpreted to limit any rights Developer may have under Sec. 14-216 (c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the state of Maryland.

3. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Development Agreement on the day and year first above written in the Development Agreement.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ____________________________________
Name: __________________________________
Title: ___________________________________

DEVELOPER:

____

By: ____________________________________
Name: __________________________________
Title: ___________________________________

PRINCIPAL SHAREHOLDER(S):

Name: __________________________________

Name: __________________________________

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF MINNESOTA

In recognition of the Minnesota Franchise Act, Minn. Stat. Section 80C.01 *et seq.*, and of the Rules and Regulations promulgated pursuant thereto by the Commissioner of Securities, the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT (the “Development Agreement”) agree as follows:

1. Section 9 of the Development Agreement, “Termination,” shall be supplemented by the addition of the following paragraph, which shall be considered an integral part of the Development Agreement:

> 9.5 With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given ninety (90) days’ written notice of termination (with sixty [60] days to cure) and one hundred eighty (180) days’ notice for non-renewal of the franchise agreement.

2. Section 15 of the Development Agreement, “Construction, Severability, Governing Law and Jurisdiction,” shall be supplemented by the addition of the following sentence:

> MINN. STAT. SECTION 80C.21 AND MINN. RULE 2860.4400J PROHIBIT FRANCHISOR FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA, REQUIRING WAIVER OF A JURY TRIAL OR REQUIRING DEVELOPER TO CONSENT TO LIQUIDATED DAMAGES, TERMINATION PENALTIES OR JUDGMENT NOTES. IN ADDITION, NOTHING IN THIS AGREEMENT CAN ABROGATE OR REDUCE ANY OF DEVELOPER’S RIGHTS AS PROVIDED FOR IN MINN. STAT., CHAPTER 80C, OR ANY OF DEVELOPER’S RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.
>
> If the Development Agreement contains a provision that is inconsistent with the Minnesota Statutes or the Minnesota Rule, the provisions of the Development Agreement shall be superseded by the Minn. Rule’s requirements and shall have no force or effect.

3. The second sentence of Appendix D to the Development Agreement, “Review and Consent with Respect to Transfers,” shall be deleted in its entirety and shall have no force or effect, and the following sentence shall be substituted in lieu thereof:

> Franchisor's consent also may be conditioned upon execution by Proposed New Owner of an agreement whereby Proposed New Owner assumes full, unconditional, joint and several liability for, and agrees to perform from the date of such transfer, all obligations, covenants and agreements contained herein to the same extent as if it had been an original party to this Agreement and may also require Developer and Principal Shareholders, including the proposed transferor(s), to execute a general release which releases Franchisor from any claims they may have had or then have against Franchisor, excluding only such claims as the Developer may have that have arisen under the Minnesota Franchise Act or the rules and regulations promulgated thereunder by the Commissioner of Commerce, if applicable to this Agreement.

4. Appendix D to the Development Agreement “Review and Consent with Respect to Transfers” shall be supplemented by the following sentence:

Franchisor's consent to the transfer of the franchise will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Development Agreement (Attachment DA-1) on the _______ day of ________________, 20_____.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By:
Name: ______________________________________
Title: _______________________________________

DEVELOPER:
____

By: ______________________________
Name: ____________________________
Title: _____________________________

PRINCIPAL SHAREHOLDER(S):

Name: ____________________________

Name: ____________________________

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, the parties to the attached Applebee's Neighborhood Grill & Bar Development Agreement (the "Development Agreement") agree as follows:

1. Subsection 11.3 of Section 11 of the Development Agreement, "Restrictions," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> 11.3 Developer and Principal Shareholders agree that the provisions of this Section 11 are and have been a primary inducement to Franchisor to enter into this Agreement and that in the event of a breach thereof Franchisor would be irreparably injured and would be without an adequate remedy at law. Therefore, in the event of a breach of any of such provisions Franchisor shall be entitled, in addition to any other remedies which it may have hereunder or at law or in equity (including the right to terminate this Agreement), to apply for a preliminary and/or permanent injunction and a decree for specific performance of the terms hereof without the necessity of showing actual or threatened damage, and without being required to furnish a bond or other security.

2. Subsection 15.1 of Section 15 of the Development Agreement, "Construction, Severability, Governing Law and Jurisdiction," shall be supplemented with the following sentence:

> The Franchisee's restitutionary rights, if any, are subject to determination under applicable law.

3. Subsection 15.2 of Section 15 of the Development Agreement, "Construction, Severability, Governing Law and Jurisdiction," shall be supplemented with the following sentence:

> THE FOREGOING CHOICE OF LAW SHOULD NOT BE CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON DEVELOPER BY ART. 33 OF THE NEW YORK GENERAL BUSINESS LAW, IF APPLICABLE.

4. The second sentence of Appendix D to the Development Agreement, "Review and Consent with Respect to Transfers," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> Franchisor's consent also may be conditioned upon execution by Proposed New Owner of an agreement whereby Proposed New Owner assumes full, unconditional, joint and several liability for, and agrees to perform from the date of such Transfer, all obligations, covenants and agreements contained herein to the same extent as if it had been an original party to this Agreement and may also require Developer and Principal Shareholders, including the proposed transferor(s), to execute a general release which releases Franchisor from any claims they may have had or then have against Franchisor; provided however, that all rights enjoyed by the Developer and Principal Shareholders and any causes of action arising in their favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of Section 687.4 and 687.5 of the New York General Business Law be satisfied.

IN WITNESS WHEREOF, the undersigned have entered into this Amendment to the Development Agreement (Attachment DA-1) as of the date first above written in the Development Agreement.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ______________________________________
Name: ___________________________________
Title: ____________________________________

DEVELOPER:

____

By: _______________________________
Name: _____________________________
Title: ______________________________

PRINCIPAL SHAREHOLDER(S):

____
Name: ______________________________

____
Name: ______________________________

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR
DEVELOPMENT AGREEMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

In recognition of the requirements of the laws of North Dakota and the policies of the office of the State of North Dakota Commissioner of Securities, the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT (the "Development Agreement") agree as follows:

a. If Developer is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments shall be void with respect to claims under the Law.

b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota Law. If the Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.

c. If the Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.

d. If the Agreement requires that it be governed by a state's law, other than the State of North Dakota, to the extent that such law conflicts with North Dakota Law, North Dakota shall control.

e. The Commissioner has held that requiring Developers to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

f. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

g. Any provision in the Agreement that requires Developer to consent to a waiver of trial by jury shall not apply to any claims brought under the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Development Agreement (Attachment DA-1) on the ________ day of ________________, 20_____.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ___________________________________
Name: _________________________________
Title: __________________________________

DEVELOPER:

____

By: ____________________________
Name: __________________________
Title: ___________________________

PRINCIPAL SHAREHOLDER(S):

____
Name: __________________________

____
Name: __________________________

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act (the "Act"), the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT (the "Development Agreement") agree as follows:

1. Section 15 of the Development Agreement, "Construction, Severability, Governing Law and Jurisdiction," shall amended by adding the following language which shall be considered an integral part of the Agreement:

> §19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a [development] agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Development Agreement (Attachment DA-1) on the day and year first above written in the Development Agreement.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ___________________________________
Name: _________________________________
Title: _________________________________

DEVELOPER:

____

By: ____________________________
Name: __________________________
Title: __________________________

PRINCIPAL SHAREHOLDER(S):

____
Name: __________________________

____
Name: __________________________

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, WA Rev. Code §§ 19.100.010 to 19.100.940 (1991), the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR DEVELOPMENT AGREEMENT (the “Development Agreement”) agree as follows:

1. Washington Franchise Investment Protection Act provides rights to You concerning termination of the Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act shall control.

1. If Developer is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the Washington Franchise Investment Protection Act; except when the release is executed under a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. If there are provisions in the Agreement that unreasonably restrict or limit the statute of limitations period for claims brought under the Act, or other rights or remedies under the Act, those provisions may be unenforceable.

3. If the Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of Washington, the requirement may be unenforceable under Washington law. Arbitration involving a franchise purchased in the State of Washington must either be held in the State of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

4. If the Agreement requires that it be governed by a state’s law, other than the State of Washington, and there is a conflict between the law and the Washington Franchise Investment Protection Act, the Washington Franchise Investment Protection Act shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Development Agreement (Attachment DA-1) on the _______ day of ________________, 20_____.

FRANCHISOR:

APPLEBEE’S FRANCHISOR LLC

By: ____________________________________
Name: __________________________________
Title: ___________________________________

DEVELOPER:

____

By: _____________________________
Name: ___________________________
Title: ____________________________

PRINCIPAL SHAREHOLDER(S):

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Name: _________________________

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Name: _________________________

STATE SPECIFIC AMENDMENTS TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENTS

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq*., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq*., the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT (the "Franchise Agreement") agree as follows:

1. Section 1 of the Franchise Agreement, "Franchise Grant and Term," shall be supplemented by the following paragraph, which shall be considered an integral part of the Franchise Agreement:

> California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning nonrenewal of a franchise. If this Agreement contains a provision concerning nonrenewal that is inconsistent with the law, the law will control.

2. Section 13 of the Franchise Agreement, "Confidentiality; Restrictions," shall be supplemented by the following paragraph, which shall be considered an integral part of the Franchise Agreement:

> This 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. Subsection 19.1(b) of Section 19 of the Franchise Agreement, "Expiration and Termination; Option to Purchase Restaurant; Attorneys' Fees," shall be supplemented by the following paragraph, which shall be considered an integral part of the Franchise Agreement:

> This 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*.).

4. Subsection 19.1 of Section 19 of the Franchise Agreement, "Expiration and Termination; Option to Purchase Restaurant; Attorneys' Fees," shall be supplemented by the following paragraph, which shall be considered an integral part of the Franchise Agreement:

> California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning termination of the franchise. If this Agreement contains a provision concerning termination that is inconsistent with the law, the law will control.

5. Subsection 21.2 of Section 21 of the Franchise Agreement, "Construction, Severability, Governing Law and Jurisdiction," shall be supplemented by the addition of the following paragraph, which shall be considered an integral part of the Franchise Agreement:

> This Agreement requires application of the laws of Kansas under certain circumstances. This provision may not be enforceable under California law.

6. Section 22 of the Franchise Agreement, "Interference With Employment Relations," shall be supplemented by the addition of the following paragraph, which shall be considered an integral part of the Franchise Agreement:

> This Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

7. The second sentence of Appendix B of the Franchise Agreement, "Review and Consent with Respect to Transfers," shall be amended as follows:

> Franchisor's consent also may be conditioned upon execution by Proposed New Owner of an agreement whereby Proposed New Owner assumes full, unconditional, joint and several liability for, and agrees to perform from the date of such Transfer, all obligations, covenants and agreements contained herein to the same extent as if it had been an original party to this Agreement and may also require Franchisee and Principal Shareholders, including the proposed transferor(s), to execute a general release which releases Franchisor from any claims they may have had or then have against Franchisor, excluding only such claims as Franchisee may have that have arisen under the California Franchise Investment Law or the California Franchise Relations Act.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Franchise Agreement (Attachment FA-1) on the day and year first above written in the Franchise Agreement.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ___________________________________
Name: _________________________________
Title: _________________________________

FRANCHISEE:

____

By: ___________________________________
Name: _________________________________
Title: _________________________________

PRINCIPAL SHAREHOLDER(S):

____
Name: _________________________________

____
Name: _________________________________

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT REQUIRED BY THE STATE OF HAWAII

In recognition of the requirements of the Hawaii Franchise Investment Law, Section 482E-6, the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT (the “Franchise Agreement”) agree as follows:

1. Subsection 1.7 shall be added to Section 1 of the Franchise Agreement, “Franchise Grant and Term,” as follows:

> 1.7 In the event Franchisor refuses to renew this Agreement for an additional term as referenced above in Subsection 1.3, Franchisor may be required, pursuant to Section 482E-6 of the Hawaii Franchise Investment Law, to purchase from Franchisee at fair market value Franchisee's inventory, supplies, equipment and furnishings purchased by Franchisee from Franchisor or a supplier designated by Franchisor, excluding personalized materials that have no value to Franchisor. If such refusal to renew is for the purpose of converting Franchisee's business to one owned and operated by Franchisor, Franchisor may additionally be obligated to compensate Franchisee for loss of goodwill. In the event the parties cannot agree on fair market value, the purchase price hereunder shall be determined in the manner set forth in Subsection 19.4(d).

2. The following paragraph shall be added as Subsection 19.4(g) of Section 19 of the Franchise Agreement, “Expiration and Termination; Option to Purchase Restaurant; Attorneys' Fees”:

> (g) In the event of termination of this Agreement, Franchisor may be required, pursuant to Section 482E-6 of the Hawaii Franchise Investment Law, to purchase from Franchisee at fair market value Franchisee's inventory, equipment, supplies and furnishings that Franchisee purchased from Franchisor or a supplier designated by Franchisor, excluding personalized materials that have no value to Franchisor. If the parties cannot agree on fair market value, the purchase price hereunder shall be determined in the manner described in Subsection 19.4(d).

3. The second sentence of Appendix B of the Franchise Agreement, “Review and Consent with Respect to Transfers,” shall be deleted in its entirety and shall have no further force or effect, and the following shall be substituted in lieu thereof:

> Franchisor's consent also may be conditioned upon execution by Proposed New Owner of an agreement whereby Proposed New Owner assumes full, unconditional, joint and several liability for, and agrees to perform from the date of such Transfer, all obligations, covenants and agreements contained herein to the same extent as if it had been an original party to this Agreement and may also require Franchisee and Principal Shareholders, including the proposed transferor(s), to execute a general release which releases Franchisor from any claims they may have had or then have against Franchisor, excluding only such claims as Franchisee and Principal Shareholders, including the proposed transferor(s), may have that have arisen under the Hawaii Franchise Investment Law, Chapter 482E.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Franchise Agreement (Attachment FA-1) on the _______ day of _______________, 20_____.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

FRANCHISEE:

____

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

PRINCIPAL SHAREHOLDER(S):

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Name: ____________________________________

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Name: ____________________________________

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987 (the "Act"), the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT (the "Franchise Agreement") agree as follows:

1. The following language shall be added to Subsection 1.3 of Section 1 of the Franchise Agreement, "Franchise Grant and Term":

> Notwithstanding anything to the contrary contained in this Agreement, if any of the provisions of this Subsection 1.3, concerning non-renewal, are inconsistent with Section 20 of the Illinois Franchise Disclosure Act of 1987 (the "Act"), the provisions of the Act shall apply rather than the contrary provisions of this Subsection 1.3. As provided under Subsection 21.1 hereof, however, each provision of this Agreement shall be considered severable, and if, for any reason, any provision of this Subsection 1.3 is determined to be invalid and contrary to, or in conflict with, Section 20 of the Act, such shall not impair the operation of, or have any other effect upon, such other provisions of this Subsection 1.3 as may remain otherwise enforceable, and the latter shall continue to be given full force and effect and bind the parties hereto.

2. Section 19 of the Franchise Agreement, "Expiration and Termination; Option to Purchase Restaurant; Attorneys' Fees," shall be supplemented by the following subsection, which shall be inserted following Subsection 19.4 and shall be considered an integral part of the Franchise Agreement:

> 19.5 Notwithstanding anything to the contrary contained in this Agreement, if any provisions of this Section 19, governing termination, are inconsistent with Section 19 of the Illinois Franchise Disclosure Act of 1987, the provisions of the Act shall apply rather than the contrary provisions of this Section 19. As provided under Subsection 21.1 hereof, however, each provision of this Agreement shall be considered severable, and if, for any reason, any provision of this Section 19 is determined to be invalid and contrary to, or in conflict with, Section 19 of the Act, such shall not impair the operation of, or have any other effect upon such other provisions of this Section 19 as may remain otherwise enforceable, and the latter shall continue to be given full force and effect and bind the parties hereto.

3. Notwithstanding anything to the contrary contained in Section 21 of the Franchise Agreement, "Construction, Severability, Governing Law and Jurisdiction," the Franchise Agreement shall not require a franchisee to litigate any cause of action, with the exception of arbitration proceedings arising under the Franchise Agreement or the Illinois Franchise Disclosure Act outside of the state of Illinois, nor shall the Franchise Agreement provide for a choice of law provision for any state other than Illinois.

4. Subsection 21.3 of Section 21 of the Franchise Agreement, "Construction, Severability, Governing Law and Jurisdiction," shall be deleted in its entirety and shall be of no force or effect.

5. Section 25 of the Franchise Agreement, "Miscellaneous," shall be supplemented by the following subsection, which shall be inserted following Subsection 25.7 and shall be considered an integral part of the Franchise Agreement:

> 25.8 Notwithstanding anything to the contrary contained in this Agreement, this Agreement is subject to Section 41 of the Illinois Franchise Disclosure Act (the "Act") which states that any condition, stipulation, or provision purporting to bind any person

acquiring any franchise to waive compliance with any provision of the Act or any other law of the State of Illinois is void. Section 41 of the Act shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

5. Subsection 25.5 of Section 25 of the Franchise Agreement, "Miscellaneous," shall be deleted in its entirety and the following language substituted in lieu thereof:

25.5 This Agreement and the documents referred to herein constitute the entire agreement between the parties, superseding and canceling any and all prior and contemporaneous agreements, understandings, representations, inducements and statements, oral or written, of the parties in connection with the subject matter hereof, except as contained in Franchisor's Franchise Disclosure Document, heretofore made available to Franchisee.

6. Subsections 26(a) and 26(b) of Section 26 of the Franchise Agreement, "Acknowledgments," shall be deleted in their entirety and shall be of no force or effect.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Amendment to the Franchise Agreement (Attachment FA-1) on the day and year first above written in the Franchise Agreement.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ___________________________________
Name: _________________________________
Title: __________________________________

FRANCHISEE:

____

By: ___________________________________
Name: _________________________________
Title: __________________________________

PRINCIPAL SHAREHOLDER:

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Name: _________________________________

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Name: _________________________________

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MARYLAND

In recognition of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§ 14-201 - 14-233 (1994), and of the Rules and Regulations promulgated pursuant thereto, the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT (the "Franchise Agreement") agree as follows:

1. Franchisee is required in this Agreement to execute a release of claims and/or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act. Such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law, and such acknowledgments shall be void with respect to claims under the Law.

2. This Agreement requires litigation to be conducted in a forum other than the State of Maryland. The requirement shall not be interpreted to limit any rights Franchisee may have under Sec. 14-216 (c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the state of Maryland.

3. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. This Agreement is hereby amended to reflect that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

5. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. This Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law. Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law resulting from the offer or sale of the franchise.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Franchise Agreement (Attachment FA-1) on the _______ day of ________________, 20_____.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ____________________________________
Name: __________________________________
Title: ___________________________________

FRANCHISEE:

____

By: ___________________________________
Name: _________________________________

Title: ___________________________________

PRINCIPAL SHAREHOLDER(S):

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Name: _________________________________

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Name: _________________________________

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA

In recognition of the Minnesota Franchise Act, Minn. Stat. Section 80C.01 *et seq*., and of the Rules and Regulations promulgated pursuant thereto by the Commissioner of Securities, the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT (the "Franchise Agreement") agree as follows:

1. Subsection 1.3 of Section 1 of the Franchise Agreement, "Franchise Grant and Term," shall be supplemented by the addition of the following paragraph, which shall be considered an integral part of the Franchise Agreement:

> With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given ninety (90) days' written notice of termination (with sixty [60] days to cure) and notice of Franchisor's intention not to renew one hundred eighty (180) days prior to expiration of the franchise and that the franchisee be given sufficient opportunity to operate the franchise in order to enable the franchisee the opportunity to recover the fair market value of the franchise as a going concern. Franchisor's consent to the transfer will not be unreasonably withheld.

2. Section 18 of the Franchise Agreement, "Trade Names, Service Marks and Trademarks," shall be supplemented by the addition of the following Subsection 18.9, which shall be considered an integral part of the Franchise Agreement:

> 18.9 The Minnesota Department of Commerce requires that the Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the Franchisor's trademark infringes upon the trademark rights of the third party. Franchisor does <u>not</u> indemnify against the consequences of a franchisee's use of the Franchisor's trademark except in accordance with the requirements of the franchise, and, as a condition to indemnification, franchisee must provide notice to Franchisor of any such claim within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

3. Subsection 19.1 of Section 19 of the Franchise Agreement, "Expiration and Termination; Option to Purchase Restaurant; Attorneys' Fees," shall be supplemented by the addition of the following paragraph, which shall be considered an integral part of the Franchise Agreement:

> Minnesota law provides franchisees with certain termination rights. With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given ninety (90) days' written notice of termination (with sixty [60] days to cure) and one hundred eighty (180) days' notice for non-renewal of the Franchise Agreement. Franchisor's consent to the transfer of the franchise will not be unreasonably withheld.

4. Subsection 21 of the Franchise Agreement, "Construction, Severability, Governing Law and Jurisdiction," shall be supplemented by the addition of the following sentence:

MINNESOTA STAT. SECTION 80C.21 AND MINN. RULE 2860.4400(J) PROHIBIT FRANCHISOR FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA, REQUIRING WAIVER OF A JURY TRIAL OR REQUIRING FRANCHISEE TO CONSENT TO LIQUIDATED DAMAGES, TERMINATION PENALTIES OR JUDGMENT NOTES. IN ADDITION, NOTHING IN THIS AGREEMENT SHALL ABROGATE OR REDUCE ANY RIGHTS OF FRANCHISEE'S RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR FRANCHISEE'S RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

If the Franchise Agreement contains a provision that is inconsistent with the Minnesota Statues or the Minnesota Rule, the provisions of the Franchise Agreement shall be superseded by the Minn. Rule's requirements and shall have no force or effect.

5. The last sentence of Section 22 of the Franchise Agreement, "Interference With Employment Relations," which refers to liquidated damages shall be deleted and shall have no force or effect.

6. The second sentence of Appendix B to the Franchise Agreement, "Review and Consent with Respect to Transfers," shall be deleted in its entirety and shall have no force or effect, and the following sentence shall be substituted in lieu thereof:

Franchisor's consent also may be conditioned upon execution by Proposed New Owner of an agreement whereby Proposed New Owner assumes full, unconditional, joint and several liability for, and agrees to perform from the date of such Transfer, all obligations, covenants and agreements contained herein to the same extent as if it had been an original party to this Agreement and may also require Franchisee and Principal Shareholders, including the proposed transferor(s), to execute a general release which releases Franchisor from any claims they may have had or then have against Franchisor, excluding only such claims as the Franchisee may have that have arisen under the Minnesota Franchise Act or the rules and regulations promulgated thereunder by the Commissioner of Commerce.

7. Appendix B to the Franchise Agreement, "Review and Consent with Respect to Transfers," shall be supplemented by the following sentence:

Franchisor's consent to the transfer of the franchise will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Franchise Agreement (Attachment FA-1) on the _______ day of ________________, 20_____.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ___________________________________
Name: _________________________________
Title: __________________________________

FRANCHISEE:

____

By: ____________________________________

Name: _________________________________

Title: __________________________________

PRINCIPAL SHAREHOLDER(S):

____

Name: _________________________________

____

Name: _________________________________

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, the parties to the attached Applebee's Neighborhood Grill & Bar Franchise Agreement (the "Franchise Agreement") agree as follows:

1. Subsection 5.7 of Section 5 of the Franchise Agreement, "Restaurant System and Procedures," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> 5.7 Franchisor shall have the right, at any time and from time to time, in the exercise of its reasonable business judgment consistent with the overall best interests of the System generally to revise, amend, delete from and add to the System and the material contained in the Manual. Franchisee agrees to comply with all such revisions, amendments, deletions and additions.

2. Subsection 13.2 of Section 13 of the Franchise Agreement, "Confidentiality; Restrictions," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> 13.2 Franchisee and Principal Shareholders agree that the provisions of this Section 13 are and have been a primary inducement to Franchisor to enter into this Agreement, and that in the event of a breach thereof Franchisor would be irreparably injured and would be without adequate remedy at law. Therefore, in the event of a breach or a threatened or attempted breach of any of such provisions Franchisor shall be entitled, in addition to any other remedies which it may have hereunder or at law or in equity (including the right to terminate this Agreement), to apply for a preliminary and/or permanent injunction in a decree for a specific performance of the terms hereof without the necessity of showing actual or threatened damage, and without being required to furnish a bond or security.

3. Subsection 15.2 of Section 15 of the Franchise Agreement, "Relationship of Parties and Indemnification," shall be deemed to exclude any claims arising as the result of Franchisor's acts or omissions to act in connection with the operation or condition of the Restaurant.

4. Subsection 21.1 of Section 21 of the Franchise Agreement, "Construction, Severability, Governing Law and Jurisdiction," shall be supplemented with the following sentence:

> The Franchisee's restitutionary rights, if any, are subject to determination under applicable law.

5. Subsection 21.2 of Section 21 of the Franchise Agreement, "Construction, Severability, Governing Law and Jurisdiction," shall be supplemented with the following sentence:

> THE FOREGOING CHOICE OF LAW SHOULD NOT BE CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON FRANCHISEE BY ART. 33 OF THE NEW YORK GENERAL BUSINESS LAW.

6. The second sentence of Appendix B to the Franchise Agreement, "Review and Consent with Respect to Transfers," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

Franchisor's consent also may be conditioned upon execution by Proposed New Owner of an agreement whereby Proposed New Owner assumes full, unconditional, joint and several liability for, and agrees to perform from the date of such Transfer, all obligations, covenants and agreements contained herein to the same extent as if it had been an original party to this Agreement and may also require Franchisee and Principal Shareholders, including the proposed transferor(s), to execute a general release which releases Franchisor from any claims they may have had or then have against Franchisor; provided however, that all rights enjoyed by the Franchisee and Principal Shareholders and any causes of action arising in their favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of Sections 687.4 and 687.5 of the New York General Business Law be satisfied.

IN WITNESS WHEREOF, the undersigned have entered into this Amendment to the Franchise Agreement (Attachment FA-1) as of the date first above written in the Franchise Agreement.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

FRANCHISEE:

____

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

PRINCIPAL SHAREHOLDER(S):

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Name:

____
Name:

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT REQUIRED BY THE STATE OF NORTH DAKOTA

In recognition of the requirements of the laws of North Dakota and the policies of the office of the State of North Dakota Commissioner of Securities, the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT (the “Franchise Agreement”) agree as follows:

a. If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments shall be void with respect to claims under the Law.

b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota Law. If the Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.

c. If the Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.

d. If the Agreement requires that it be governed by a state's law, other than the State of North Dakota, to the extent that such law conflicts with North Dakota Law, North Dakota shall control.

e. The Commissioner has held that requiring Franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

f. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

g. Any provision in the Agreement that requires Franchisee to consent to a waiver of trial by jury shall not apply to any claims brought under the North Dakota Franchise Investment Law.

h. The last sentence of Section 22 of the Agreement, “Interference with Employee Relations,” shall be deleted in its entirety and shall have no force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Franchise Agreement (Attachment FA-1) on the _______ day of _______________, 20_____.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ___________________________________
Name: _________________________________
Title: _________________________________

FRANCHISEE:
____

By: ___________________________________
Name: _________________________________
Title: _________________________________

PRINCIPAL SHAREHOLDER(S):

____
Name:

____
Name:

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act (the "Act"), the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT (the "Franchise Agreement") agree as follows:

1. Section 21 of the Franchise Agreement, "Construction, Severability, Governing Law and Jurisdiction," shall be amended by adding the following language which shall be considered an integral part of the Agreement:

> §19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Amendment to the Franchise Agreement (Attachment FA-1) on the day and year first above written in the Franchise Agreement.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ___________________________________
Name: _________________________________
Title: __________________________________

FRANCHISEE:

____

By: ___________________________________
Name: _________________________________
Title: __________________________________

PRINCIPAL SHAREHOLDER(S):

____
Name:

____
Name:

AMENDMENT TO APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT REQUIRED BY THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, WA Rev. Code §§ 19.100.010 to 19.100.940 (1991), the parties to the attached APPLEBEE'S NEIGHBORHOOD GRILL & BAR FRANCHISE AGREEMENT (the "Franchise Agreement") agree as follows:

1. Washington Franchise Investment Protection Act provides rights to You concerning nonrenewal and termination of the Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act shall control.

2. If Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the Washington Franchise Investment Protection Act; except when the release is executed under a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. If there are provisions in the Agreement that unreasonably restrict or limit the statute of limitations period for claims brought under the Act, or other rights or remedies under the Act, those provisions may be unenforceable.

3. If the Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of Washington, the requirement may be unenforceable under Washington law. Arbitration involving a franchise purchased in the State of Washington must either be held in the State of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

4. If the Agreement requires that it be governed by a state's law, other than the State of Washington, and there is a conflict between the law and the Washington Franchise Investment Protection Act, the Washington Franchise Investment Protection Act shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Franchise Agreement (Attachment FA-1) on the _______ day of ________________, 20_____.

FRANCHISOR:

APPLEBEE'S FRANCHISOR LLC

By: ____________________________________
Name: __________________________________
Title: ___________________________________

FRANCHISEE:

____

By: ____________________________________
Name: __________________________________
Title: ___________________________________

PRINCIPAL SHAREHOLDER(S):

____
Name:

____
Name:

<u>EXHIIBIT O</u>

APPLE SUPPLY CHAIN CO-OP, INC. MEMBERSHIP APPLICATION

APPLE SUPPLY CHAIN CO-OP, INC.

MEMBERSHIP SUBSCRIPTION AGREEMENT

This is a Membership Subscription Agreement (this "Agreement") between the Apple Supply Chain Co-op, Inc. (the "Co-op") and the undersigned member (the "Member"). In consideration of the transactions contemplated herein, including the issuance by the Co-op to the Member of Co-op Common Stock, the Co-op and the Member, intending to be legally bound, hereby make this Agreement and, among other things, set forth the terms and conditions of the purchase and sale of Common Stock in the Co-op.

1. **Subscription**. The Member desires to become a stockholder member of the Co-op. To become a stockholder member, the Member hereby subscribes for and agrees to purchase, as more particularly described in the current Membership Information Packet one (1) share of Apple Supply Chain Co-op, Inc. Common Stock, $0.01 par value ("Common Stock"). No more than one share of Common Stock may be issued to any one person, entity or corporation or to certain groups of affiliated persons, entities or corporations as determined by the Co-op Board of Directors in accordance with Section 2.3 of the Co-op Bylaws.

The Member represents that the Member is eligible to purchase the foregoing Common Stock under the Co-op Bylaws.

2. **Payment for Shares**. The Member has enclosed payment for the full purchase price of the share subscribed for above, in the amount of $100 for the share of Common Stock.

3. **Receipt of Disclosure**. The Member acknowledges receipt of a current Membership Information Packet relating to the Co-op's Common Stock. The Member has received all such information as the Member deems necessary and appropriate to enable the Member to evaluate the financial risk in purchasing the Common Stock, and the Member further represents and warrants that the Member has received satisfactory and, to the Member's knowledge, complete information concerning the business and financial condition of the Co-op in response to all inquiries in respect thereof.

4. **Purchase for Own Account**. The Member represents that: (i) the Member has such knowledge and experience in financial and business matters that the Member is capable of evaluating the merits and risks of a purchase of Common Stock; and (ii) the Common Stock will be purchased for the Member's own account and not with a view toward distribution which is prohibited.

5. **Acceptance of Subscriptions**. The Co-op shall accept subscriptions for Common Stock from all eligible operators; however, the Co-op may reject subscriptions for Common Stock for "cause" as defined below. The following persons, firms or entities are eligible operators: (a) each sole proprietor, partnership, corporation, limited liability company or other entity who is or becomes an Applebee's franchisee, subfranchisee, or licensee of Applebee's Services, Inc., a Kansas corporation ("Applebee's Services") or its successors, assigns, affiliates, or related companies; and (b) Applebee's Services and its affiliates and their successors as

operators of Applebee's outlets. If the Co-op rejects a subscription, the Co-op will promptly notify the operator in writing of such rejection and refund all subscription payments, without interest. For the purpose of this Section 5, "cause" shall mean: (a) commission by the operator of any dishonest act, fraud, embezzlement, bribery, materially false or misleading statement, extortion or theft with respect to the operator's business or otherwise; (b) conviction of or admission by the operator, whether following a trial or by a plea of guilty or no-contest, to any criminal charges involving moral turpitude, dishonesty, fraud, embezzlement, bribery, materially false or misleading statements, extortion or theft; or (c) engaging in any improper act or making any improper statement by the operator that would have the effect of materially impairing the business interests of the Co-op or Centralized Supply Chain Services, LLC ("CSCS") as determined in the sole, but reasonable, discretion of the Co-op.

6. **Purchase Commitments**. As long as the Member is a stockholder member of the Co-op, the Member shall acquire substantially all of its beverages, food, packaging and supplies and related services ("Goods") and equipment and related services ("Equipment") and the distribution services for the Goods and Equipment ("Distribution Services") for use in the Member's Applebee's retail outlet(s) located in the United States (the "Outlets") through the supply chain programs of the Co-op and/or CSCS. "Substantially all" with respect to Goods, Equipment and Distribution Services means all Goods, Equipment and Distribution Services except Goods, Equipment and Distribution Services:

(a) Where CSCS and the Co-op agree in advance in writing that the Member need not purchase the particular item or category of Goods, Equipment or Distribution Services through the supply chain programs of CSCS or the Co-op;

(b) Where the Member has a specific purchase or distribution commitment which has been disclosed in detail in writing by the Member to CSCS prior to the date hereof and which the Member is unable, as a practical matter, to assign to CSCS or the Co-op or which is inappropriate for CSCS or the Co-op to assume or which cannot be terminated without penalty by the Member; provided, however, that the Member shall not renew such commitment beyond the expiration of its current term without the prior written consent of CSCS or the Co-op;

(c) Where legal counsel to the Member has advised the Member that its commitments or the performance of its other duties under this Section could reasonably be expected in a material way to violate or breach any applicable material law, ordinance, rule or regulation of any governmental body or any material judgment, decree, writ, injunction, order or aware of any court, governmental authority to arbitrative panel, and the Member has given written notice to CSCS or the Co-op of such legal advice; or

(d) Upon the proper termination of this Agreement and the Member is no longer a stockholder member of the Co-op.

7. **Other Commitments**.

(a) The Member understands, acknowledges and agrees to submit all requests for supplier and distributor approval through the Co-op and/or CSCS. The Member understands, acknowledges, and agrees that the Co-op or CSCS will make all requests for supplier and/or distributor approval to Applebee's Services, on behalf of Members.

(b) The Member understands, acknowledges and agrees to abide by the terms of the Co-op Bylaws. A copy of the Co-op Bylaws is available upon request from CSCS. The Member further understands, acknowledges and agrees that the Member is hereby making certain purchase and other commitments to the Co-op and CSCS and that the Member agrees to abide by and to fulfill such commitments in all respects.

(c) The Member understands, acknowledges and agrees that the Co-op and CSCS may from time to time collect from the Member a fee (an "Administration Fee") in consideration of and to fund the Co-op and CSCS's supply chain programs and services, and authorizes the Co-op and CSCS, from time to time, to cause suppliers and distributors of goods, equipment and distribution services to collect Administration Fees, as authorized by the Co-op's Board of Directors, from the Member for the account of the Co-op or CSCS.

(d) The Member understands, acknowledges and agrees to abide by the terms of CSCS's Code of Conduct, as amended from time to time.

8. **Patronage Dividend as Gross Income**. The Member understands and agrees to be bound by Section 9.6 of the Co-op Bylaws which states in pertinent part:

> Membership in the Co-op by members shall constitute a consent of each such member to include in its gross income the amount of any patronage dividend which is paid with respect to direct sales from the Co-op, and indirect sales through participating distributors in money, "qualified checks," "qualified written notices of allocation" or other property (except "nonqualified written notices of allocation" as defined in Section 1388(d) of the Internal Revenue Code of 1986, as amended) and which is received by it during the taxable year from the Co-op. Each member of the Co-op, through initiating or retaining its membership after adoption of this Article IX of these Bylaws, as amended from time to time, consents to be bound hereby. The provisions of this Article IX, as amended from time to time, shall be a contract between the Co-op and each member as fully as though each member had signed a specific separate instrument in which the member agreed to be bound by all of the terms and provisions of this Article IX, as amended from time to time.

9. **Existing Distribution Agreements**. Upon the request of CSCS or the Co-op, the Member shall deliver to the requesting party true and complete copies of its existing distribution agreements and any amendments thereto (the "Existing Distribution Agreements"). The Member represents and warrants that (i) the Existing Distribution Agreements are valid and binding on the parties thereto in accordance with their terms, (ii) the Member has performed all payment and other obligations required to be performed by it to date under the Existing Distribution Agreements, and (iii) the Member does not know, nor does it have any reasonable ground to know, that any party is in default (or would be in default on the giving of notice or the lapse of time or both) under the Existing Distribution Agreements; provided however, if there are any

exceptions to these representations and warranties, the Member may enter into this Agreement so long as the Member provides a complete written description of all such exceptions to CSCS and the Co-op.

10. **Further Acts**. The Member shall execute such additional documents and take such other actions as the Co-op shall reasonably request to consummate the transactions contemplated in this Agreement.

11. **Construction; Governing Law**. This Agreement shall be governed by and construed (i) in accordance with the laws of the United States and the state of Delaware, without regard to its conflict of law principles, and (ii) in accordance with the Co-op Certificate of Incorporation and Bylaws, as amended from time to time.

12. **Offering Made Only by Membership Information Packet**. This is neither an offer to sell nor a solicitation of an offer to buy the Common Stock described in the Membership Information Packet. The offering is made only by the Co-op's current Membership Information Packet.

13. **Representations**. Each party hereby represents and warrants that: (i) it has authority to enter into this Agreement; (ii) it has been duly authorized by all required corporate action, if applicable, to enter into this Agreement; and (iii) that this Agreement does not conflict with the terms of any agreements, governing documents or other restrictions to which such party is subject or bound.

14. **Effective Date**. This Agreement is effective upon execution by a duly authorized officer of the Co-op (the "Effective Date")

15. **Termination**. The Member may terminate this Agreement and cease to be a stockholder member of the Co-op at any time during the Term and for any reason or no reason at all upon sixty (60) days prior written notice to the Co-op. The Co-op may terminate this Agreement, for "cause" as defined below, at any time during the Term upon sixty (60) days prior written notice to the Member. For the purposes of this Section only, "cause" shall mean: (a) a material breach by the Member of this Agreement, the Co-op Certificate of Incorporation, Bylaws, policies or any agreement between the Member and the Co-op not cured within thirty (30) days after the Co-op delivers notice of such breach to the Member; (b) commission of the Member of any dishonest act, fraud, embezzlement, bribery, materially false or misleading statement, extortion or theft involving the Co-op, CSCS or any of their respective member's or businesses; (c) conviction of the Member, whether following a trial or by a plea of guilty or no contest, of any criminal charges involving moral turpitude, dishonesty, fraud, embezzlement, bribery, materially false or misleading statements, extortion or theft; or (d) engaging in any improper act or making any improper statement by the Member that materially impairs the business interests of the Co-op or CSCS as determined in the sole, but reasonable discretion of the Co-op. If the Member ceases to be an Applebee's franchisee or licensee, this Agreement shall terminate immediately, and the Member shall no longer be a stockholder member of the Co-op.

16. **Severability**. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable, in any respect, the validity, legality and enforceability of that provision and of all other provisions of this Agreement shall in no other way be affected or impaired.

17. **Terms and Conditions**. The Member understands that the Common Stock has not been, and will not be, registered under the Securities Act of 1933, as amended. The Member is aware of and agrees to all of the terms and conditions of the offer and sale of the Co-op's Common Stock, as described in this Agreement, the Membership Information Packet and the Co-op's Certificate of Incorporation, including the prohibition on the transfer to a third party of Common Stock by virtue of the Co-op's Certificate of Incorporation and Bylaws and the provisions of applicable law. The Member consents to the placement on the stock certificates representing the Common Stock purchased hereby of a legend concerning these restrictions on transfer. Such legend shall be substantially in the following form:

> "THIS COMMON STOCK MAY NOT BE SOLD, TRANSFERRED, PLEDGED, MORTGAGED, GIFTED OR HYPOTHECATED TO ANY THIRD PARTY, EITHER VOLUNTARILY OR BY OPERATION OF LAW. IF A STOCKHOLDER CEASES TO QUALIFY FOR MEMBERSHIP IN THE CORPORATION, THE STOCKHOLDER'S COMMON STOCK SHALL BE REDEEMED BY THE CORPORATION AT THE SAME PRICE THE STOCKHOLDER PAID TO ACQUIRE THE COMMON STOCK. IF A STOCKHOLDER DESIRES TO DISPOSE OF ITS COMMON STOCK, THE STOCKHOLDER MUST TRANSFER ITS COMMON STOCK TO THE CORPORATION AT THE SAME PRICE THE STOCKHOLDER PAID TO ACQUIRE THE COMMON STOCK."

APPLE SUPPLY CHAIN CO-OP, INC.
MEMBERSHIP SUBCRIPTION AGREEMENT
SIGNATURE PAGE

To become a Member of the Apple Supply Chain Co-op, please complete this Signature Page and the enclosed W-9. Send this Signature Page and the W-9 with your $100 check payable to Apple Supply Chain Co-op, Inc. to:

Apple Supply Chain Co-op, Inc.
Membership Services
8140 Ward Parkway
Kansas City, Missouri 64114

Applebee's Franchisee of Record (FOR)	
Signature of Company Representative	
Printed Name of Company Representative	
Title of Company Representative	
Contact Name	
Street Address or P.O. Box	
City State Zip	
Phone Number	
Alternate Phone Number	
Fax Number	
Email Address	
Alternate Email Address	
Store Numbers	

Taxpayer Identification Number (TIN): Please provide only ONE of the numbers below. The number you submit will be used to report patronage dividends to the Internal Revenue Service.

Social Security Number of FOR ___ ___ ___ - ___ ___ - ___ ___ ___ ___

OR

Employer Identification Number of FOR ___ ___ - ___ ___ ___ ___ ___ ___ ___

For Co-op Use Only

Accepted and Agreed To:
Apple Supply Chain Co-op, Inc.

By		Effective Date	
Name		Check Number	
Title		Stock Series	
Date		Stock Certificate	

RECEIPT
TO BE RETAINED

This disclosure document summarizes certain provisions of the Development Agreement and Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Applebee’s Franchisor LLC offers you a franchise, Applebee’s Franchisor LLC must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Applebee’s Franchisor LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit B.

The franchisor is Applebee’s Franchisor LLC, located at 450 North Brand Boulevard, 7th Floor, Glendale, California 91203. Its telephone number is (818) 240-6055.

Issuance date: March 29, 2017, as amended May 2, 2017 and September 6, 2017 (with effective dates in franchise registration states as noted on the third page of this Franchise Disclosure Document).

The franchise sellers for this offering are the following: Jim Darby, Sanjiv Razdan, Dan Lecocq, Scott Gladstone, Cindy Martin, Gregg Benvenuto, Gary Moore, Nicole Durham-Mallory, Lucy Cheong, Eric Tan, Terrence Lewis, Jeanne Martinez, Wendy Bogle, Arturo Noriega, Pascual Castillo, Mary Bartolini, and Patricia McEachern all located at 450 N. Brand Blvd., 7th Floor, Glendale, California 91203, (818) 240-6055.

Applebee’s Franchisor LLC authorizes the respective agencies identified on Exhibit C to receive service of process for Applebee’s Franchisor LLC in the particular state.

I received a disclosure document dated March 29, 2017, as amended May 2, 2017 and September 6, 2017, that included the following Exhibits:

A. Financial Statements
B. State Administrators
C. Agents for Service of Process
D. Applicant's Fee Letter Agreement
E. Development Agreement
F. Franchise Agreement
G. Manuals’ Tables of Contents
H-1. List of Franchisees and Franchise Outlets
H-2. List of Franchisees Who Have Ceased to do Business
I. Gift Card Participation Agreement
J. AppleONE POINT OF SALE and AppleONE CARDS Software License Agreement
K. Applebee’s Beverage Sales Participation Agreement
L. Neighborhood Connect Subscription Agreement
M. Authorized Operator Agreement (on-line ordering)
N. State Specific Addenda
O. Apple Supply Chain Co-op, Inc. Membership

Dated: ___________________________ (Do not leave blank)

____
Prospective Franchise Company Name

____
Signature of Prospective Franchisee

____
Print Name

You may return a signed receipt either by signing, dating and mailing it to Scott Gladstone, Applebee's Franchisor LLC at 450 North Brand Boulevard, 7th Floor, Glendale, CA 91203, or by faxing a copy of the signed and dated receipt to Applebee's Franchisor LLC at (818) 637-5362.

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M. Authorized Operator Agreement (on-line ordering)
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Dated: ___________________________ ______________________________

(Do not leave blank) Prospective Franchise Company Name

____

Signature of Prospective Franchisee

____

Print Name

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