DineEquity, Inc
Form 10-K
March 04, 2011

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

(Mark One)

ý **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2010

OR

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to
Commission File Number 001-15283

DineEquity, Inc.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	**95-3038279** (I.R.S. Employer Identification No.)
450 North Brand Boulevard, Glendale, California (Address of principal executive offices)	**91203-2306** (Zip Code)

Registrant's telephone number, including area code: **(818) 240-6055**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, $.01 Par Value	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ý No o

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes o No ý

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ý No o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was Required to submit and post such files). Yes o No o

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o	Accelerated filer ý	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes o No ý

State the aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant as of July 2, 2010: $392.4 million.

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

Class	**Outstanding as of February 25, 2011**
Common Stock, $.01 par value	18,255,662

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Proxy Statement for the Annual Meeting of Stockholders to be held on Tuesday, May 18, 2011 (the "2011 Proxy Statement") are incorporated by reference into Part III.

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DINEEQUITY, INC. AND SUBSIDIARIES

Annual Report on Form 10-K

For the Fiscal Year Ended December 31, 2010

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PART I

Item 1. Business

Company Overview

The Company was incorporated under the laws of the State of Delaware in 1976 with the name IHOP Corp. Effective June 2, 2008, the name of the Company was changed to DineEquity, Inc. (the "Company," "we," "our" or "us"). Our common stock is listed on the New York Stock Exchange ("NYSE") and trades under the ticker symbol "DIN." Our principal executive offices are located at 450 North Brand Boulevard, Glendale, California 91203-2306 and our telephone number is (818) 240-6055. Our internet address is **www.dineequity.com.**

Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, amendments to those reports and other filings with the U. S. Securities and Exchange Commission (the "SEC") are available free of charge through our website as soon as reasonably practicable after such reports are electronically filed with, or furnished to, the SEC. The information contained on our website is not incorporated into this annual report. Further, the SEC maintains an internet site that contains reports, proxy and information statements and other information regarding our filings at **www.sec.gov.** In addition, the public may read and copy the materials we file with the SEC at the SEC's Public Reference Room at 100 F. Street, NE, Washington, D.C. 20549. Information regarding the operation of the Public Reference Room may be obtained by calling the SEC.

We have a 52/53 week fiscal year that ends on the Sunday nearest to December 31 of each year. For convenience, we refer to all fiscal years as ending on December 31 and all fiscal quarters as ending on March 31, June 30 and September 30 of the respective fiscal year. There were 52 weeks in our 2010 fiscal year, which ended on January 2, 2011; there were 53 weeks in our 2009 fiscal year, which ended on January 3, 2010; and there were 52 weeks in our 2008 fiscal year, which ended on December 28, 2008.

Background

The first International House of Pancakes® ("IHOP") restaurant opened in 1958 in Toluca Lake, California. Since that time, the Company or its predecessors have engaged in the development, operation and franchising of IHOP® restaurants. In November 2007, we completed the acquisition of Applebee's International, Inc. ("Applebee's"). We currently own, operate and franchise two restaurant concepts in the casual dining and family dining categories: Applebee's Neighborhood Grill and Bar® and IHOP. References herein to Applebee's and IHOP restaurants are to these two restaurant concepts, and, unless the context reflects otherwise, whether operated by franchisees, area licensees or the Company. Retail sales at restaurants that are operated by franchisees and area licensees are not attributable to the Company. Unless the context reflects otherwise, franchisees and area licensees are referred to collectively as franchisees and restaurants operated by them are referred to collectively as franchise restaurants. Based on our combined total of over 3,500 franchised or company-operated restaurants combined, we believe we are the largest full-service restaurant company in the world.

This report should be read in conjunction with the cautionary statements on page 30 under "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations. Forward Looking Statements."

Financial Information about Industry Segments

We identify our segments based on the organizational units used by management to monitor performance and make operating decisions. Our segments, unchanged from prior years, are as follows: franchise operations, company restaurant operations, rental operations and financing operations. Within each segment, as applicable, we operate two distinct restaurant concepts: Applebee's and IHOP.

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Franchise Operations Segment

As of December 31, 2010, the franchise operations segment consisted of 1,701 restaurants operated by Applebee's franchisees in the United States, one United States territory and 16 countries outside of the United States and 1,493 restaurants operated by IHOP franchisees and area licensees in the United States, two United States territories and two 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 the portion of the franchise fees allocated to IHOP and Applebee's intellectual property. 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, 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.

Company Operations Segment

As of December 31, 2010, the company restaurant operations segment consisted of 309 company-operated Applebee's restaurants, 10 company-operated IHOP restaurants and one IHOP restaurant reacquired from a franchisee and operated by IHOP on a temporary basis until refranchised. All company-operated restaurants are 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 restaurant operating costs.

Rental Operations 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 on 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 that only relates to properties that are retained after franchising company-operated restaurants. Rental activity occurs until such time as the properties can be disposed of by sale.

Financing Operations Segment

Financing operations revenue consists of the portion of franchise fees not allocated to IHOP intellectual property, sales of equipment, as well as interest income from the financing of franchise fees and equipment leases. Financing expenses are primarily the cost of restaurant equipment.

Financial information for our four operating segments for the last three fiscal years is set forth in Note 22, Segment Reporting, of the Notes to the Consolidated Financial Statements included in this report. Revenue derived from all foreign countries, in the aggregate, comprises less than 1% of total consolidated revenue.

Restaurant Concepts

Applebee's

We develop, franchise and operate restaurants in the bar and grill segment of the casual dining category of the restaurant industry under the name "Applebee's Neighborhood Grill & Bar." With 2,010 system-wide restaurants as of December 31, 2010, Applebee's Neighborhood Grill & Bar is the

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largest casual dining concept in the world, in terms of number of restaurants and market share[(1)]. As of December 31, 2010, franchisees operated 1,701 of these restaurants and 309 restaurants were company-operated. The restaurants were located in 49 states, one United States territory and 16 countries outside of the United States.

(1) Source: Nation's Restaurant News, "Special Report: Top 100," June 28, 2010 (based on U.S. system-wide sales in the casual dining category).

Each Applebee's restaurant is designed as an attractive, friendly, neighborhood establishment featuring high quality, moderately-priced food, alcoholic and non-alcoholic beverage items, table service and a comfortable atmosphere. Applebee's restaurants appeal to a wide range of customers including young adults, senior citizens and families with children.

Franchising

Generally, franchise arrangements for Applebee's restaurants consist of a development agreement and separate franchise agreements for each franchised restaurant. Development agreements grant to the franchise developer the exclusive right to develop Applebee's restaurants in a designated geographical area over a specified period of time. The term of a domestic development agreement is generally 20 years. The development agreements typically provide for an initial development schedule of one to five years as agreed upon by the Company and the franchisee. At or shortly prior to the completion of the initial development schedule or any subsequent supplemental development schedule, the Company and the franchisee generally execute supplemental development schedules providing for the development of additional Applebee's restaurants in the franchise developer's exclusive territory.

Prior to the opening of each new Applebee's restaurant, the franchisee and the Company enter into a separate franchise agreement for that restaurant. Our standard Applebee's franchise agreement provides for an initial term of 20 years and permits renewal for up to an additional 20 years upon payment of an additional franchise fee. Our current standard Applebee's franchise arrangement calls for an initial franchisee fee of $35,000 and a royalty fee equal to 4% of the restaurant's monthly net sales. We have agreements with a majority of our franchisees for Applebee's restaurants opened before January 1, 2000 which provide for royalty rates of 4% and extend the initial term of the franchise agreements until 2020. The terms, royalties and advertising fees under a limited number of franchise agreements and other franchise fees under older development agreements vary from the currently offered arrangements.

We currently require domestic franchisees of Applebee's restaurants to contribute 2.75% of their gross sales to a national advertising fund and to spend at least 1% of their gross sales on local marketing and promotional activities. Under most Applebee's franchise agreements, we have the ability to increase the amount of the required combined contribution to the national advertising fund and the amount required to be spent on local marketing and promotional activities to a maximum of 5% of gross sales.

We are pursuing a strategy to transition from our current 85% franchised system to an approximately 98% franchised system. In order to accomplish this strategy we plan to franchise substantially all of the company-operated Applebee's restaurants while retaining restaurants in one company market in Kansas City. This heavily franchised business model is expected to require less capital investment, improve margins, and reduce the volatility of cash flow performance over time, while also providing cash proceeds from the franchising of the restaurants for the retirement of debt.

As of December 31, 2010, we had 73 franchise groups, including 30 international franchise groups. We have generally selected franchisees that are experienced multi-unit restaurant operators. Many franchisees have operated or concurrently operate other restaurant concepts. Our franchisees operate Applebee's restaurants in 49 states in the United States, one United States territory and 16 countries

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outside of the United States. We have assigned development rights to the vast majority of domestic areas in all states except Hawaii and the company-operated markets.

Domestic Franchising

As of December 31, 2010, there were 1,553 domestic Applebee's franchise restaurants. During 2010, 14 domestic franchise restaurants opened, 14 domestic franchise restaurants closed and 83 company-operated restaurants were franchised. The number of restaurants held by an individual franchisee ranges from one to 269 restaurants. The table below sets forth information regarding the number of Applebee's restaurants owned by domestic franchisees as of December 31, 2010 as well as the total number of restaurants falling into each of the listed ownership ranges.

	Franchisees		Restaurants	
Number of Restaurants Held by Franchisee	**Number**	**Percent of Total**	**Number**	**Percent of Total**
One to Ten	10	23%	61	4%
Eleven to Twenty-Five	14	33%	260	17%
Twenty-Six to Fifty	10	23%	381	25%
Fifty-One to One Hundred	7	16%	479	31%
One Hundred-One and over	2	5%	372	24%
Total(a)	43	100%	1,553	100%

(a) Percentages may not add due to rounding.

International Franchising

We continue to pursue franchising of the Applebee's concept as the primary method of international expansion. To this end we seek qualified franchisees that possess the resources needed to open multiple restaurants in each territory and are familiar with the specific local business environment in which they propose to develop and operate Applebee's restaurants. We currently are focusing on international franchising primarily in Canada, Mexico, Central and South America, and the Mediterranean/Middle East.

We work closely with our international franchisees to develop and implement the Applebee's system outside the United States, recognizing commercial, cultural and dietary diversity. Differences in tastes and cultural norms and standards mean we need to be flexible and pragmatic regarding many elements of the Applebee's system, including menu, restaurant design, restaurant operations, training, marketing, purchasing and financing.

As of December 31, 2010, there were 30 international franchisees with 148 Applebee's restaurants; the number of restaurants operated by individual international franchisees ranged from one to 22. During 2010, 13 new international franchise restaurants were opened while four international franchise restaurants were closed. The success of further international expansion will depend on, among other things, local acceptance of the Applebee's concept and menu offerings and our ability to attract qualified franchisees and operating personnel. Our franchisees must comply with the regulatory requirements of the local jurisdictions.

Franchise Operations

We continuously monitor franchise restaurant operations, principally through our Franchise Area Directors and our Directors of Franchise Operations. Company and third-party representatives make both scheduled and unannounced inspections of restaurants to ensure that only approved products are in use and that our prescribed operations practices and procedures are being followed. We have the

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right to terminate a franchise agreement if a franchisee does not operate and maintain a restaurant in accordance with our requirements. We also monitor the financial health of our franchisees through business and financial reviews.

We maintain a Franchise Business Council which provides input about operations, marketing, product development and other aspects of restaurants for the purpose of improving the franchise system. As of December 31, 2010, the Franchise Business Council consisted of eight franchisee representatives and three members of our senior management team. One franchisee representative, the founder of Applebee's, is a member for life. The other franchisee representatives are elected by franchisees to staggered two-year terms. The Franchise Business Council is also responsible for the appointment of members to advisory committees related to marketing, restaurant operations, information technology and product development.

Company-Operated Restaurants

Historically, company-operated Applebee's restaurants have been clustered in targeted markets to increase consumer awareness and convenience and enable us to take advantage of operational, distribution and advertising efficiencies. We plan to continue to execute our strategy, initiated in 2008, of transitioning to an approximately 98% franchised system through the sale of company-operated restaurants to franchisees. The timing of completing this transition is subject to numerous variables, including qualifications of the prospective buyers, the economic climate in general and credit markets in particular, and the attainment of satisfactory valuations for each transaction.

As of December 31, 2010, our company-operated Applebee's restaurants were located in the following areas:

Area	
New England (includes Maine, Massachusetts, New Hampshire, New York, Rhode Island and Vermont)	66
Detroit/Southern Michigan	65
Virginia	39
St. Louis, Missouri/Illinois	56
Kansas City, Missouri/Kansas	34
Washington, D.C. (includes Maryland and Virginia)	30
Central Missouri/Kansas/Arkansas	12
Memphis, Tennessee	7
	309

In 2010, we completed the sale of 83 company-owned restaurants in two separate transactions: 63 restaurants in Minnesota and parts of Wisconsin and 20 restaurants in the Roanoke and Lynchburg markets in the state of Virginia. The sale of 61 of the 63 Minnesota restaurants closed in October 2010; the sale of the remaining two of the 63 closed in November 2010. The sale of the 20 Virginia restaurants closed in December 2010. As of December 31, 2010, we have franchised 193 company-operated restaurants since the transition process was begun in 2008. In 2010 we also signed asset purchase agreements for the sale of 36 restaurants in the St. Louis market area and 30 restaurants in the Washington, D.C. market. The sale of the St. Louis restaurants closed in January, 2011 and the sale of 29 of the 30 Washington, D.C. restaurants closed in February, 2011; the sale of the one remaining Washington, D.C. restaurant is expected to close before the end of the second fiscal quarter of 2011.

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Restaurant Development

We make the design specifications for a typical restaurant available to franchisees, and we retain the right to prohibit or modify the use of any set of plans. Each franchisee is responsible for selecting the site for each restaurant within its territory. We may assist franchisees in selecting appropriate sites, and any selection made by a franchisee is subject to our approval. We also conduct a physical inspection, review any proposed lease or purchase agreement and make available to franchisees demographic and other studies.

There are currently 78 development agreements with 37 franchise groups in place covering the entire United States (except Hawaii and company-operated markets) and 14 development agreements with 12 franchise groups calling for restaurant development in foreign countries. As noted above, we are in the process of franchising the majority of our domestic company-operated restaurants. In conjunction with the franchising of these restaurants, we expect to enter into development agreements with the new franchisees setting forth requirements for additional development in each market.

In 2011, we expect franchisees to open a total of between 24 to 28 new Applebee's franchise restaurants. We currently do not plan to open any domestic company-operated restaurants. The following table represents commitments for 2011-2012 by franchisees under development agreements to develop Applebee's restaurants. We disclose development commitments for only a two-year period as the Applebee's development agreements generally provide for a series of two-year development commitments after the initial development period.

	Contractual Opening of Restaurants by Year	
	2011	**2012**
Domestic development agreements	18	16
International development agreements	9	7
Total	27	23

The actual number of openings may differ from both our expectations and development commitments due to various factors, including economic conditions, franchisee access to capital, and the impact of currency fluctuations on our international franchisees. The timing of new restaurant openings also may be affected by various factors including weather-related and other construction delays and difficulties in obtaining regulatory approvals.

Menu

Applebee's restaurants offer a diverse menu of high quality, moderately-priced food and beverage items consisting of traditional favorites and signature dishes. The restaurants feature a broad selection of entrees as well as appetizers, salads, sandwiches, specialty drinks and desserts. All Applebee's restaurants offer beer, wine, liquor and premium specialty drinks.

In 2009, Applebee's entered into a non-exclusive endorsement agreement with Weight Watchers International, Inc. ("Weight Watchers") to offer Weight Watchers® branded menu items to our guests. Under the agreement, Applebee's and participating franchisees pay Weight Watchers a royalty equal to 2.5% of the proceeds from the sale of Weight Watchers-endorsed items on the Applebee's menu. The agreement has been extended through at least October 2011.

Marketing and Advertising

Applebee's has historically concentrated its advertising and marketing efforts primarily on food-specific promotions, as well as on Weight Watchers, Carside To Go and other Applebee's

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branded messaging. Our advertising and marketing includes national, regional and local expenditures, utilizing primarily television, radio, direct mail and print media, as well as alternative channels such as the Internet, social media, product placements and the use of third-party retailers to market our gift cards. For the year ended December 31, 2010, approximately 4% of Applebee's company restaurant sales were allocated for marketing activities. This amount includes contributions to the national advertising fund, which develops and funds the national promotions and the development of television and radio commercials and print advertising materials. We focus the remainder of our company-operated restaurant marketing expenditures on local marketing in areas with company-operated restaurants.

We currently require domestic franchisees of Applebee's restaurants to contribute 2.75% of their gross sales to the national advertising fund and to spend at least 1% of their gross sales on local marketing and promotional activities. Under the current Applebee's franchise agreements, we have the ability to increase the amount of the required combined contribution to the national advertising fund and the amount required to be spent on local marketing and promotional activities to a maximum of 5% of gross sales.

Supply Chain

Maintaining high food quality, system-wide consistency and availability is the central focus of our supply chain program. We establish quality standards for products used in the restaurants, and we maintain a list of approved suppliers and distributors from which we and our franchisees must select. We periodically review the quality of the products served in our domestic restaurants in an effort to ensure compliance with these standards. Due to cultural and regulatory differences, we may have different requirements for restaurants opened outside of the United States.

Purchasing Cooperative

In February 2009, Centralized Supply Chain Services, LLC ("CSCS" or the "Co-op"), an independent cooperative entity, was formed to operate as a purchasing cooperative for the operators of Applebee's and IHOP domestic restaurants who have chosen to join the Co-op. The Company has appointed CSCS as the sole authorized purchasing organization and purchasing agent for goods, equipment and distribution services for Applebee's and IHOP restaurants in the United States. The Company (as a restaurant operator) is a member of CSCS and has committed to purchase substantially all goods, equipment and distribution services for company-operated restaurants through the CSCS supply chain program. CSCS combines the purchasing volume for goods, equipment and distribution services within and across the Applebee's and IHOP concepts. Its mission is to achieve for its members the benefit of continuously available goods, equipment and distribution services in adequate quantities at the lowest possible sustainable prices. The operations of CSCS are funded by a separately stated administrative fee added to one or more products purchased by operators. As of December 31, 2010, 100% of Applebee's franchise restaurants and 96% of IHOP franchise restaurants were members of CSCS.

We believe the larger scale provided by combining the supply chain requirements of both brands provides continuing cost savings and efficiencies while helping to ensure compliance with Company quality and safety standards. We also believe that the Co-op will result in closer alignment of interests and a stronger relationship with our franchisees.

IHOP

We develop, franchise and operate restaurants in the family dining category of the restaurant industry under the names "IHOP" and "International House of Pancakes." As of December 31, 2010, there were a total of 1,504 IHOP restaurants of which 1,329 were subject to franchise agreements, 164 were subject to area license agreements and 11 were company-operated restaurants. Franchisees and

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area licensees are independent third parties who are licensed by us to operate their restaurants using our trademarks, operating systems and methods and offer a broad range of entrees, appetizers, desserts and non-alcoholic beverages specified by IHOP, including our award-winning pancakes. We own and operate ten IHOP restaurants in the Cincinnati market primarily for testing new remodel designs, new menu items equipment, new operational procedures systems and new marketing, brand and design elements. In addition we may also operate, from time to time on a temporary basis until refranchised, IHOP restaurants that we reacquire for a variety of reasons from IHOP franchisees. There was one such restaurant included as a company-operated restaurant as of December 31, 2010. IHOP restaurants are located in all 50 states of the United States, in the District of Columbia, Puerto Rico and the United States Virgin Islands and internationally in Canada and Mexico.

IHOP restaurants feature full table service and high quality, moderately priced food and beverage offerings in an attractive and comfortable atmosphere. Although the restaurants are best known for their award-winning pancakes, omelets and other breakfast specialties, IHOP restaurants offer a variety of lunch, dinner and snack items as well. IHOP restaurants are open throughout the day and evening hours, and many operate 24 hours a day.

Franchising

Franchised restaurants include both company-financed and franchisee-financed development. For clarity of presentation, the discussion below is separated between those activities specific to the Company's business model as it was in effect prior to 2003 (the "Previous Business Model") and those adopted in January 2003 (the "Current Business Model"). As discussed in greater detail below, under the Previous Business Model the Company developed a substantial majority of all IHOP restaurants with the intention of leasing them to franchisees. Under the Current Business Model substantially all new IHOP restaurants are developed by franchise developers with the intention of operating them as franchised restaurants.

Current Business Model

Under our Current Business Model, a potential franchisee first negotiates and enters into a single-store development agreement or a multi-store development agreement with the Company and, upon completion of a prescribed approval procedure, is primarily responsible for the development and financing of one or more new IHOP franchised restaurants. In general, we do not provide any financing with respect to the franchise fee or otherwise under the Current Business Model. The franchise developer uses its own capital and financial resources along with third-party financial sources arranged for by the franchise developer to purchase or lease a restaurant site, build and equip the business and fund its working capital needs. The principal terms of the franchise agreements entered into under the Previous Business Model and the Current Business Model, including the franchise royalties and the franchise advertising fees, are substantially the same except with respect to the terms relating to the franchise fee. Of the 1,493 IHOP restaurants subject to franchise and area license agreements as of December 31, 2010, a total of 397 operate under the Current Business Model.

The revenues received by the Company from a typical franchise development arrangement under the Current Business Model include (a) (i) a location fee equal to $15,000 upon execution of a single-store development agreement or (ii) a development fee equal to $20,000 for each IHOP restaurant that the franchisee contracts to develop upon execution of a multi-store development agreement; (b) a franchise fee equal to (i) $50,000 (against which the $15,000 location fee will be credited) for a restaurant developed under a single-store development agreement or (ii) $40,000 (against which the $20,000 development fee will be credited) for each restaurant developed under a multi-store development agreement, in each case paid upon execution of the franchise agreement; (c) franchise royalties equal to 4.5% of weekly gross sales; (d) revenue from the sale of pancake and waffle dry-mixes; and (e) franchise advertising fees. The franchise agreements generally provide for advertising

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fees comprised of (i) a local advertising fee generally equal to 2.0% of weekly gross sales under the franchise agreement, which was typically used to cover the cost of local media purchases and other local advertising expenses incurred by a local advertising cooperative, and (ii) a national advertising fee equal to 1.0% of weekly gross sales under the franchise agreement. Area licensees are generally required to pay lesser amounts toward advertising. Beginning in 2005, the Company and the IHOP franchisees agreed to reallocate portions of the local advertising fees to purchase national broadcast, syndication and cable television time in order to reach our target audience more frequently and more cost effectively (see "Marketing and Advertising").

Previous Business Model

IHOP franchised restaurants established prior to 2003 under our Previous Business Model were generally developed by the Company. The Company was involved in all aspects of the development and financing of the restaurants. Under the Previous Business Model, the Company typically identified and leased or purchased the restaurant sites for new company-developed IHOP restaurants, built and equipped the restaurants and then franchised them to franchisees. In addition, IHOP typically financed as much as 80% of the franchise fee for periods ranging from five to eight years and leased the restaurant and equipment to the franchisee over a 25-year period. Of the 1,493 IHOP restaurants subject to franchise and area license agreements as of December 31, 2010, a total of 1,096 operate under the Previous Business Model.

The revenues received from a restaurant franchised under the Previous Business Model include: (a) the franchise fee, a portion of which (typically 20%) was paid upon execution of the franchise agreement; (b) interest income from the financing arrangements for the unpaid portion of the franchise fee under the franchise notes and from the equipment notes; (c) franchise royalties typically equal to 4.5% of weekly gross sales; (d) lease or sublease rents for the restaurant property and building; (e) rent under an equipment lease; (f) revenues from the sale of pancake and waffle dry-mixes; and (g) franchise advertising fees as described above.

In a few instances we have agreed to accept reduced royalties and/or lease payments from franchisees or have provided other accommodations to franchisees for specified periods of time in order to assist them in either establishing or reinvigorating their businesses.

From time to time we will reacquire restaurants developed under the Previous Business Model from a franchisee that is struggling to fulfill its financial obligations or is otherwise in default of its agreements with the Company. In most cases we have been able to refranchise these restaurants to new franchisees fairly quickly. Where that is not the case, we typically operate the reacquired restaurant pending refranchising. These reacquired restaurants may require investments in remodeling and rehabilitation before they can be refranchised. As a consequence, our reacquired restaurants frequently incur operating losses for some period of time. Where appropriate, we may negotiate modified payment terms or agree to other accommodations with franchisees to assist them to rehabilitate these restaurants.

Area License Agreements and International Franchise Agreements

We have entered into three long-term area license agreements covering the state of Florida and certain counties in the state of Georgia and the province of British Columbia, Canada. As of December 31, 2010, the area licensees for the state of Florida and certain counties in Georgia operated or sub-franchised a total of 152 IHOP restaurants, and the area licensees for the province of British Columbia, Canada operated or sub-franchised a total of 12 IHOP restaurants. The area license agreements provide for royalties ranging from 0.5% to 2.0% of gross sales and advertising fees equal to 0.25% of gross sales. The area license agreements provide the licensees with the right to develop new IHOP restaurants in their respective territories. We also derive revenues from the sale of proprietary

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products to these area licensees and in certain instances their sub-franchisees. We treat the revenues from our area licensees as franchise operations revenues for financial reporting purposes.

Franchise Operations

IHOP's Operations Department is charged with ensuring that high operational standards are met at all times by our franchisees. Operating standards have been developed in consultation with franchisees and are detailed in the "IHOP Manual of Standard Operating Procedures." Due to cultural and regulatory differences we may have different requirements for restaurants opened outside of the United States.

We highly value good franchisor/franchisee relations and strive to maintain positive working relationships with our franchisees. We sponsor the IHOP Franchise Board of Advisors, an elected body of IHOP franchisees formed to advise and assist IHOP management with respect to a broad range of matters relating to the operation of IHOP restaurants. The group meets with IHOP management at least three times a year to discuss operational issues, marketing matters, development and construction issues, information technology and many other topics.

Company-Operated Restaurants

Company-operated IHOP restaurants are essentially comprised of our IHOP-owned restaurants in the Cincinnati, Ohio market. In addition, from time to time, franchise restaurants may be returned by franchisees to us and these restaurants may be operated by us for an indefinite period until they can be refranchised. As of December 31, 2010, there were a total of 11 company-operated restaurants, 10 of which were located in the Cincinnati market. One was a former franchise restaurant being operated temporarily by us as of December 31, 2010 that was refranchised in January 2011.

We utilize the company-operated restaurants in the Cincinnati market primarily for testing of new remodel designs, new menu items and equipment, new operational procedures and new marketing, brand and design elements.

Restaurant Development

The Current Business Model relies on franchisees to obtain their own financing to develop IHOP restaurants. We review and approve the franchisees' proposed sites but do not contribute capital or become the franchisees' landlord. Under the Current Business Model, substantially all new IHOP restaurants are financed and developed by franchisees or area licensees. In 2010, our franchisees and area licensees financed and developed 64 new restaurants. We do not currently intend to build additional company-operated IHOP restaurants in the Cincinnati market.

New IHOP restaurants are only developed after a stringent site selection process. All restaurant development is approved by the Franchise Review Committee comprised of senior management. We expect our franchisees to add restaurants to the IHOP system in major markets where we already have a core guest base. We believe that concentrating growth in existing markets allows us to achieve economies of scale in our supervisory and advertising functions. We also look to have our franchisees strategically add restaurants in new markets in which we currently have no presence or our presence is limited.

Future Restaurant Development

In 2010, IHOP entered into 17 franchise development agreements for the development of 67 IHOP restaurants. As of December 31, 2010, we had signed commitments and options from franchisees to build 332 IHOP restaurants over the next 19 years, comprised of 12 restaurants under single-store or non-traditional development agreements, 188 restaurants under multi-store development

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agreements and 28 restaurants under international development agreements. The signed agreements include options to build an additional 104 restaurants over the next 17 years.

In 2011, we expect to open a total of 55 to 65 new IHOP restaurants, including 50 to 55 restaurants under domestic franchise agreements and six to eight restaurants outside the United States.

The following table represents our IHOP restaurant development commitments, including options, as of December 31, 2010:

Contractual Openings of Restaurants by Year	Number of Signed Agreements at 12/31/10	2011	2012	2013	2014	2015 and thereafter	Total
Single-store development agreements	11	11					11
Non-traditional development agreements	1	1					1
Multi-store development agreements	67	57	40	29	24	38	188
Multi-store development options	8	1	1		2	63	67
International territorial agreements	6	7	2	4	3	12	28
International territorial options	5	1	1	3	2	30	37
Total	98	78	44	36	31	143	332

The actual number of openings in any period may differ from both our expectations and the number of signed commitments. Historically, the actual number of restaurants developed in a particular year has been less than the total number committed to be developed due to various factors including weather-related delays, other construction delays, difficulties in obtaining timely regulatory approvals and various economic factors.

Composition of Franchise System

The number of restaurants held by an individual franchisee ranges from one to 60 restaurants. The table below sets forth information regarding the number of IHOP restaurants owned by domestic franchisees as of December 31, 2010 as well as the total number of restaurants falling into each of the listed ranges.

	Franchisees		Restaurants	
Number of Restaurants Held by Franchisee	Number	Percent of Total	Number	Percent of Total
One	188	51%	188	14%
Two to Five	124	34%	349	26%
Six to Ten	31	8%	235	18%
Eleven to Fifteen	12	3%	148	11%
Sixteen and over	15	4%	409	31%
Total(a)	370	100%	1,329	100%

(a) Percentages may not add due to rounding.

Menu

The IHOP menu offers a large selection of high-quality, moderately priced products designed to appeal to a broad base of customers. These include a wide variety of pancakes, waffles, omelets and breakfast specialties, chicken, steak, sandwiches, salads and lunch and dinner specialties. Most IHOP restaurants offer special items for children and seniors at reduced prices. In recognition of local tastes, IHOP restaurants typically offer a few regional specialties that complement the IHOP core menu. Our

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Food and Beverage Innovation Department works together with franchisees and our Marketing Department to develop new menu and promotion ideas. These new items are thoroughly evaluated in our test kitchen and in limited regional tests with consumers, including operational tests, before being introduced throughout the system through core menu updates. The purpose of adding new items and improving existing items is to broaden the appeal of our food to our guests and continually give them new reasons to return to our restaurants. These efforts are based on consumer research, feedback and benchmarking, which help to identify opportunities to improve existing items as well as for developing new items.

Marketing and Advertising

IHOP franchisees and company-operated restaurants contribute a percentage of their sales to local advertising cooperatives and a national advertising fund. The franchise agreements provide for advertising fees comprised of (i) a local advertising fee equal to 2.0% of weekly gross sales, which is used to cover the cost of local media purchases and (ii) a national advertising fee equal to 1.0% of weekly gross sales. Area licensees are generally required to pay lesser amounts toward advertising.

The local advertising cooperatives have historically used the local advertising fees to purchase television advertising time, radio advertising time and place advertisements in printed media or direct mail locally. In addition, we encourage other local marketing by our franchisees. These marketing programs often include discount coupons and specials aimed at increasing guest traffic and encouraging repeat business. The national marketing fund is primarily used for the creation of advertising and to defray certain expenses associated with our marketing and advertising functions.

Beginning in 2005, we and the franchisees reallocated a portion of the local advertising fees to national media in order to take advantage of buying efficiencies associated with national broadcast, syndication and cable media. For 2010 and 2009 the franchisees agreed to reallocate 62% of their local advertising fees, an increase from approximately 50% in 2008. As a result, more of our television advertising was seen on national broadcast, syndication and cable media.

In 2009, we expanded the scope of our gift card program by utilizing third-party retailers to market our gift cards. We further expanded our gift card program in 2010 by increasing our third-party retailer base to market our gift cards as well as now offering our gift cards through a national scrip program allowing an additional presence at over 15,000 non-profit organizations across the United States.

Supply Chain

IHOP has entered into supply contract and pricing agreements for most major products carried in IHOP restaurants to ensure the availability of quality products at competitive prices. Pancake and waffle dry mixes are supplied by a single supplier. In some instances, IHOP is required to enter into commitments to purchase food and other items on behalf of the IHOP system as a whole for the purpose of supplying limited time promotions. Over 96% of IHOP franchise restaurants are members of CSCS, an independent purchasing cooperative to manage procurement activities for domestic Applebee's and IHOP restaurants choosing to join the cooperative (see "Purchasing Cooperative" on page 8).

Industry Overview and Competition

The Applebee's and IHOP restaurant chains are among the numerous restaurant chains and independent restaurants competing in the $550 billion-plus consumer food service market in the United States. The restaurant business is generally categorized into segments by price point ranges, the types of food and beverages offered and the types of service available to consumers. These segments include, among others, fast food or quick service restaurants ("QSR"), family dining, casual dining and fine dining. Each of these segments can be broken down further into the type of food served by the restaurant. For example, the QSR category includes sandwich chains, hamburger chains and other chains.

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Applebee's competes in the casual dining segment against national and multi-state operators such as Chili's, T.G.I. Friday's and Ruby Tuesday's, among others. In addition, there are many independent restaurants across the country in the casual dining segment. Casual dining restaurants offer full table service and typically have bars or serve liquor, wine and beer. Applebee's is the largest casual dining brand in the world, in terms of number of restaurants and market share.

IHOP competes in the family dining segment against national and multi-state operators such as Denny's, Cracker Barrel Old Country Store, Bob Evans Restaurants and Perkins Restaurant and Bakery. In addition, there are many independent restaurants and diners across the country in the family dining segment. Family dining restaurants offer full table service, typically do not have bars or serve liquor, and usually offer breakfast in addition to lunch and dinner items. IHOP is the largest family dining brand in the world in terms of system-wide sales[(2)].

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(2) Source: Nation's Restaurant News, "Special Report: Top 100," June 28, 2010 (based on U.S. system-wide sales in the family dining category).

The restaurant business is highly competitive and is affected by, among other things, economic conditions, price levels, on-going changes in eating habits and food preferences, population trends and traffic patterns. The principal bases of competition in the industry are the type, quality and price of the food products served. Additionally, restaurant location, quality and speed of service, advertising, name identification and attractiveness of facilities are important.

The market for high quality restaurant sites is also highly competitive. We and our franchisees often compete with other restaurant chains and retail businesses for suitable sites for the development of new restaurants.

We also compete against other franchising organizations both within and outside the restaurant industry for new franchise developers.

Trademarks and Service Marks

We own the rights to the "Applebee's Neighborhood Grill & Bar®" service mark and certain variations thereof and to other service marks used in our Applebee's system in the United States and in various foreign countries. In addition, we own trademarks and service marks used in the IHOP system, including "International House of Pancakes®," "IHOP®" and variations of each, as well as "The Never Empty Coffee Pot®," "Rooty Tooty Fresh 'N Fruity®," "Harvest Grain 'N Nut®," and "Come Hungry, Leave Happy®." We have registered or applied to register our material trademarks and service marks with the United States Patent and Trademark Office. We also register new trademarks and service marks from time to time. We will protect our trademarks and service marks by appropriate legal action when necessary.

Seasonal Operations

We do not consider our operations to be seasonal to any material degree.

Government Regulation

We are subject to Federal Trade Commission ("FTC") regulation and a number of state laws which regulate the offer and sale of franchises. We also are subject to a number of state laws which regulate substantive aspects of the franchisor- franchisee relationship. The FTC's Trade Regulation Rule on Franchising, as amended (the "FTC Rule"), requires us to furnish to prospective franchisees a Franchise Disclosure Document containing information prescribed by the FTC Rule.

State laws that regulate the offer and sale of franchises and the franchisor-franchisee relationship presently exist in a number of states. State laws that regulate the offer and sale of franchises require registration of the franchise offering with the state authorities. Those states that regulate the franchise

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relationship generally require that the franchisor deal with its franchisees in good faith, prohibit interference with the right of free association among franchisees, limit the imposition of unreasonable standards of performance on a franchisee and regulate discrimination against franchisees with respect to charges, royalty fees or other fees. Although such laws may restrict a franchisor in the termination and/or non-renewal of a franchise agreement by, for example, requiring "good cause" to exist as a basis for the termination and/or non-renewal, advance notice to the franchisee of the termination or non-renewal, an opportunity to cure a default and a repurchase of inventory or other compensation upon termination, these provisions have not historically had a significant effect on our franchise operations.

Each restaurant is subject to licensing and regulation by a number of governmental authorities, which may include liquor license authorities (primarily in the case of Applebee's restaurants), health, sanitation, safety, fire, building and other agencies in the state or municipality in which the restaurant is located. Difficulties in obtaining, or failure to obtain, the required licenses or approvals could delay or prevent the development of a new restaurant in a particular area or cause the temporary closure of existing restaurants. We are also subject to new laws and regulations, which vary from jurisdiction to jurisdiction, relating to nutritional content and menu labeling. Compliance with these laws and regulations may lead to increased costs and operational complexity and may increase our exposure to governmental investigations or litigation.

We are subject to federal and state environmental regulations, but these have not had a material effect on our operations. More stringent and varied requirements of local governmental bodies with respect to zoning, land use and environmental factors could delay or prevent the development of new restaurants in particular areas.

Various federal and state labor laws govern our and our franchisees' relationships with our respective employees. These include such matters as minimum wage requirements, overtime and other working conditions. Significant additional government-imposed increases in minimum wages, paid leaves of absence, mandated health benefits or increased tax reporting and tax payment requirements with respect to employees who receive gratuities could be detrimental to the economic viability of our restaurants.

In March 2010, President Obama signed the Patient Protection and Affordable Care Act and the Health Care and Education Affordability Reconciliation Act of 2010. The legislation is far-reaching and is intended to expand access to health insurance coverage over time by adjusting the eligibility thresholds for most state Medicaid programs and providing certain other individuals and small businesses with tax credits to subsidize a portion of the cost of health insurance coverage. The legislation includes a requirement that most individuals obtain health insurance coverage beginning in 2014 and also a requirement that certain large employers offer coverage to their employees or pay a financial penalty. We are evaluating the impact the new law will have on our business. Although we cannot predict with certainty the financial and operational impacts the new law will have on us, we expect that our expenses will increase over the long term as a result of this legislation, and any such increases could adversely affect our business, cash flows, financial condition and results of operations.

In recent years, there has been an increased legislative, regulatory and consumer focus at the federal, state and municipal levels on the food industry including nutrition and advertising practices. Restaurants operating in the quick-service and fast-casual segments have been a particular focus. The State of California, New York City and a growing number of other jurisdictions around the United States have adopted regulations requiring that chain restaurants include calorie information on their menus or make other nutritional information available. The recently-enacted United States health care reform law included nation-wide menu labeling and nutrition disclosure requirements as well. Initiatives in the area of nutrition disclosure or advertising, such as requirements to provide information about the nutritional content of our food, may result in increased costs of compliance with the requirements and may also change customer buying habits in a way that adversely impacts our sales.

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Environmental Matters

We are not aware of any federal, state or local environmental laws or regulations that are likely to materially impact our revenues, cash flow or competitive position, or result in any material capital expenditure. However, we cannot predict the effect of possible future environmental legislation or regulations.

Employees

At December 31, 2010, we employed approximately 17,700 employees, of whom approximately 650 were full-time, non-restaurant, corporate personnel. Our employees are not presently represented by any collective bargaining agreements and we have never experienced a work stoppage. We believe our relations with employees are good.

Item 1A. Risk Factors.

General

This Item 1A. includes forward-looking statements. You should refer to our discussion of the qualifications and limitations on forward-looking statements included in Item 7.

The occurrence of any of the events discussed in the following risk factors may adversely affect, possibly in a material manner, our business, financial condition and results of operations, which may adversely affect the value of our shares of Common Stock or Preferred Stock.

Our business is affected by general economic conditions that are largely out of our control. Our business is dependent to a significant extent on national, regional and local economic conditions, and, to a lesser extent, on global economic conditions, particularly those conditions affecting the demographics of the guests that frequently patronize Applebee's or IHOP restaurants. If our customers' disposable income available for discretionary spending is reduced (because of circumstances such as job losses, credit constraints and higher housing, taxes, energy, interest or other costs) or if the perceived wealth of customers decreases (because of circumstances such as lower residential real estate values, increased foreclosure rates, increased tax rates or other economic disruptions), our business could experience lower sales and customer traffic as potential customers choose lower-cost alternatives (such as quick-service restaurants or fast casual dining) or choose alternatives to dining out. Any resulting decreases in customer traffic or average value per transaction will negatively impact the financial performance of Applebee's or IHOP company-operated restaurants, as reduced gross sales result in downward pressure on margins and profitability. These factors could also reduce gross sales at franchise restaurants, resulting in lower royalty payments from franchisees, and could reduce the profitability of franchise restaurants, potentially impacting the ability of franchisees to make royalty payments as they become due.

Our substantial indebtedness could adversely affect our financial health and prevent us from fulfilling our obligations under our debt. We have a significant amount of indebtedness which could have important consequences to our financial health. For example, it could:

- make it more difficult for us to satisfy our obligations with respect to our debt;
- increase our vulnerability to general adverse economic and industry conditions or a downturn in our business;
- require us to dedicate a substantial portion of our cash flow from operations to debt service, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;

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- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- place us at a competitive disadvantage compared to our competitors that are not as highly leveraged;
- limit, along with the financial and other restrictive covenants in our indebtedness, among other things, our ability to borrow additional funds; and
- result in an event of default if we fail to satisfy our obligations under our debt or fail to comply with the financial and other restrictive covenants contained in our debt documents, which event of default could result in all of our debt becoming immediately due and payable and could permit certain of our lenders to foreclose on our assets securing such debt.

In addition, we may incur substantial additional indebtedness in the future. If new debt is added to our current debt levels, the related risks that we now face could intensify.

To service our indebtedness, we will require a significant amount of cash, which depends on many factors beyond our control. There is no assurance that our business will generate sufficient cash flow from operations, or that future borrowings will be available to us under our senior secured credit facility in amounts sufficient to enable us to fund our liquidity needs, including with respect to our other indebtedness. As we are required to satisfy amortization requirements under our senior secured credit facility or as other debt matures, we may also need to raise funds to refinance all or a portion of our debt when it becomes due. Further, there is no assurance that we will be able to refinance any of our debt on attractive terms, commercially reasonable terms or at all. Our future operating performance and our ability to service, extend or refinance our debt will be subject to future economic conditions and to financial, business and other factors.

Declines in our financial performance could result in additional impairment charges in future periods. United States generally accepted accounting principles ("U.S. GAAP") require annual (or more frequently if events or changes in circumstances warrant) impairment tests of goodwill, intangible assets and other long-lived assets. Generally speaking, if the carrying value of the asset is in excess of the estimated fair value of the asset, the carrying value will be adjusted to fair value through an impairment charge. Fair values of goodwill and intangible assets are primarily estimated using discounted cash flows based on five-year forecasts of financial results that incorporate assumptions as to same-restaurant sales trends, future development plans and brand-enhancing initiatives, among other things. Fair values of long-lived tangible assets are primarily estimated using discounted cash flows over the estimated useful lives of the assets. Significant underachievement of forecasted results could reduce the estimated fair value of these assets below the carrying value, requiring non-cash impairment charges to reduce the carrying value of the asset. As of December 31, 2010 our total stockholders' equity was $83.6 million. A significant impairment write-down of goodwill, intangible assets or long-lived assets in the future could result in a deficit balance in stockholders' equity. While such a deficit balance would not create an incident of default in any of our contractual agreements, the negative perception of such a deficit could have an adverse effect on our stock price and could impair our ability to obtain new financing, or refinance existing indebtedness on commercially reasonable terms or at all.

Our actual operating and financial results in any given period may differ from guidance we provide to the public, including our most recent public guidance. From time to time, in press releases, SEC filings, public conference calls and other contexts, we have provided guidance to the public regarding current business conditions and our expectations for our future financial results. We expect that we will provide guidance periodically in the future. Our guidance is based upon a number of assumptions, expectations and estimates that are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control. In providing our guidance, we also make various assumptions with respect to our future business decisions, some of which will change. Our actual financial results, therefore, may vary from our guidance due to our inability to meet the assumptions upon which our guidance is based and the impact on our business of the various risks and uncertainties described in these risk factors and in our public filings with the SEC. Variances between our actual results and our guidance may be material. To the extent that our actual financial results do not meet or exceed our guidance, the trading prices of our securities may be materially adversely affected.

The restaurant industry is highly competitive, and that competition could lower our revenues, margins and market share. The performance of individual restaurants may be adversely affected by factors such as traffic patterns, demographics and the type, number and location of competing restaurants. The restaurant industry is highly competitive with respect to price, service, location, personnel and the type and quality of food. Each Applebee's and IHOP restaurant competes directly and indirectly with a large number of national and regional restaurant chains, as well as independent businesses. The trend toward convergence in grocery, deli, and restaurant services may increase the number and variety of Applebee's and IHOP restaurants' competitors. In addition to the prevailing baseline level of competition, major market players in non-competing industries may choose to enter the food services market. Such increased competition could have a material adverse effect on the financial condition and results of operations of Applebee's or IHOP restaurants in affected markets. Applebee's and IHOP restaurants also compete with other restaurant chains for qualified management and staff, and we compete with other restaurant chains for available locations for new restaurants. Applebee's and IHOP restaurants also face competition from the introduction of new products and menu items by competitors, as well as substantial price discounting, and are likely to face such competition in the future. The future success of new products, initiatives and overall strategies is highly difficult to predict and will be influenced by competitive product offerings, pricing and promotions offered by competitors. Our ability to differentiate the Applebee's and IHOP brands from their competitors, which is in part limited by the advertising monies available to us and by consumer perception, cannot be assured. These factors could reduce the gross sales or profitability at Applebee's or IHOP restaurants, which would reduce the revenues generated by company-owned restaurants and the franchise payments received from franchisees.

Our business strategy may not achieve the anticipated results. We expect to continue to apply a business strategy that includes, among other things, (i) the franchising of more than 90% of the Applebee's company-operated restaurants, (ii) specific changes in the manner in which our Applebee's and IHOP businesses are managed and serviced, such as the February 2009 establishment of a purchasing cooperative, and the procurement of products and services from such purchasing cooperative, (iii) the possible introduction of new restaurant concepts and (iv) more generally, improvements to the overall performance of the Applebee's business by applying some of the strategies we previously applied to the IHOP restaurant business. However, the Applebee's business is different in many respects from the IHOP business. In particular, the Applebee's restaurants are part of the casual dining segment of the restaurant industry whereas the IHOP restaurants are part of the family dining segment, and the Applebee's business is larger, distributed differently across the United States and appeals to a somewhat different segment of the consumer market. Therefore, there can be no assurance that the business strategy we apply to the Applebee's business will be suitable or will achieve similar results to the application of such business strategy to the IHOP system. In particular, the franchising of Applebee's company-operated restaurants may not improve the performance of such restaurants and may not reduce the capital expenditures or debt levels to the extent we anticipate or result in the other intended benefits of the strategy. The actual benefit from the franchising of the Applebee's company-operated restaurants is uncertain and may be less than anticipated.

As of December 31, 2010, we have franchised 193 of the Applebee's company-operated restaurants acquired on November 29, 2007. There can be no assurance that we will be able to complete the refranchising of a substantial majority of the remaining 309 company-operated restaurants on terms

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that we and our creditors would consider desirable or within the anticipated time frame. On October 11, 2010, we announced that we had entered into an asset purchase agreement for the sale of 36 company-operated Applebee's restaurants located in the St. Louis, Missouri area and parts of Illinois. The transaction closed in January 2011. On December 6, 2010, we announced that we had entered into an asset purchase agreement for the sale of 30 company-operated Applebee's restaurants located in Washington D.C. and surrounding areas. The sale of 29 of these 30 restaurants closed in February 2010. Following these transactions, Applebee's is an 88% franchised system. The anticipated proceeds from the refranchising of the company-operated restaurants are based on current market values, recent comparable transaction valuations, and a number of other assumptions. The franchising of Applebee's company-operated restaurants is not expected to be completed for several years. If market rents, comparable transaction valuations or other assumptions prove to be incorrect, the actual proceeds from the franchising of the company-operated restaurants may be different than anticipated. In addition, adverse economic, market or other conditions existing in the states in which company-operated restaurants are located may adversely affect our ability to execute the franchising transactions or to achieve the anticipated returns from such transactions. Market conditions may have changed at the time the franchising transactions occur. Finally, the operational improvement initiatives or purchasing initiatives may not be successful or achieve the desired results. In particular, there can be no assurance that the existing franchisees or prospective new franchisees will respond favorably to such initiatives.

Our performance is subject to risks associated with the restaurant industry. The sales and profitability of our restaurants and, in turn, payments from our franchisees may be negatively impacted by a number of factors, some of which are outside of our control. The most significant are:

- declines in comparable store sales growth rates due to: (i) failing to meet customers' expectations for food quality and taste or to innovate new menu items to retain the existing customer base and attract new customers; (ii) competitive intrusions in our markets; (iii) opening new restaurants that cannibalize the sales of existing restaurants; (iv) failure of national or local marketing to be effective; (v) weakening national, regional and local economic conditions; and (vi) natural disasters or adverse weather conditions.

- negative trends in operating expenses such as: (i) increases in food costs including rising commodity costs; (ii) increases in labor costs including increases mandated by minimum wage and other employment laws, immigration reform, the potential impact of union organizing efforts, increases due to tight labor market conditions and rising health care and workers compensation costs; and (iii) increases in other operating costs including advertising, utilities, lease-related expenses and credit card processing fees;

- the inability to open new restaurants that achieve and sustain acceptable sales volumes;

- the inability to increase menu pricing to offset increased operating expenses;

- failure to effectively manage further penetration into mature markets;

- negative trends in the availability of credit and in expenses such as interest rates and the cost of construction materials that will affect our ability or our franchisees' ability to maintain and refurbish existing stores;

- the inability to manage a large number of restaurants due to unanticipated changes in executive management, and availability of qualified restaurant management, staff and other personnel;

- the inability to operate effectively in new and/or highly competitive geographic regions or local markets in which we or our franchisees have limited operating experience; and the inability to manage a large number of restaurants in diverse geographic areas with a standardized operational and marketing approach.

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We may experience shortages or interruptions in the supply or delivery of food. Our franchised and company-operated restaurants are dependent on frequent deliveries of fresh produce, groceries and other food and beverage products. This subjects us to the risk of shortages or interruptions in food and beverage supplies which may result from a variety of causes including, but not limited to, shortages due to adverse weather, labor unrest, political unrest, terrorism, outbreaks of food-borne illness, disruption of operation of production facilities or other unforeseen circumstances. Such shortages could adversely affect our revenue and profits. The inability to secure adequate and reliable supplies or distribution of food and beverage products could limit our ability to make changes to our core menus or offer promotional "limited time only" menu items, which may limit our ability to implement our business strategies. Our restaurants bear risks associated with the timeliness of deliveries by suppliers and distributors as well as the solvency, reputation, labor relationships, freight rates, prices of raw materials and health and safety standards of each supplier and distributor. While the supply of pancake and waffle dry mixes is generally available, we currently obtain our pancake and dry mixes from a single supplier. Other significant risks associated with our suppliers and distributors include improper handling of food and beverage products and/or the adulteration or contamination of such food and beverage products. Disruptions in our relationships with suppliers and distributors may reduce the profits generated by company-operated restaurants or the payments we receive from franchisees.

Changing health or dietary preferences may cause consumers to avoid Applebee's and IHOP's products in favor of alternative foods. The food service industry as a whole rests on consumer preferences and demographic trends at the local, regional, national and international levels, and the impact on consumer eating habits of new information regarding diet, nutrition and health. Our franchise development and system-wide sales depend on the sustained demand for our products, which may be affected by factors we do not control. Changes in nutritional guidelines issued by the United States Department of Agriculture, issuance of similar guidelines or statistical information by federal, state or local municipalities, or academic studies, among other things, may impact consumer choice and cause consumers to select foods other than those that are offered by Applebee's or IHOP restaurants. We may not be able to adequately adapt Applebee's or IHOP restaurants' menu offerings to keep pace with developments in consumer preferences, which may result in reductions to the revenues generated by our company-operated restaurants and the franchise payments we receive from franchisees.

Factors outside our control may harm our brands' reputation. The success of our restaurant business is largely dependent upon brand recognition and the strength of our franchise systems. The continued success of our company-operated restaurants and our franchisees will be directly dependent upon the maintenance of a favorable public view of the Applebee's and IHOP brands. Negative publicity (e.g., crime, scandal, litigation, on-site accidents and injuries or other harm to customers) at a single Applebee's or IHOP location can have a substantial negative impact on the operations of all restaurants within the Applebee's or IHOP system. Multi-unit food service businesses such as ours can be materially and adversely affected by widespread negative publicity of any type, but particularly regarding food quality, food-borne illness, food tampering, obesity, injury or other health concerns with respect to certain foods, whether or not accurate or valid. The risk of food-borne illness or food tampering cannot be completely eliminated. Any outbreak of food-borne illness or other food-related incidents attributed to Applebee's or IHOP restaurants or within the food service industry or any widespread negative publicity regarding the Applebee's or IHOP brands or the restaurant industry in general could harm our reputation. Although the Company maintains liability insurance, and each franchisee is required to maintain liability insurance pursuant to its franchise agreements, a liability claim could injure the reputation of all Applebee's or IHOP restaurants, whether or not it is ultimately successful.

We and our franchisees are subject to a variety of litigation. We and our franchisees are subject to complaints or litigation from guests alleging illness, injury or other food quality, food safety, health or operational concerns. We and our franchisees are also subject to "dram shop" laws in some states

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pursuant to which we and our franchisees may be subject to liability in connection with personal injuries or property damages incurred in connection with wrongfully serving alcoholic beverages to an intoxicated person. We may also initiate legal proceedings against franchisees for breach of the terms of their franchise agreements. Such claims may reduce the profits generated by company-operated restaurants and the ability of franchisees to make payments to us. These claims may also reduce the ability of franchisees to enter into new franchise agreements with us. Although our franchise agreements require our franchisees to defend and indemnify us, we may be named as a defendant and sustain liability in legal proceedings against franchisees under the doctrines of vicarious liability, agency, negligence or otherwise.

Ownership of real property exposes us to potential environmental liabilities. The ownership of real property exposes us to potential environmental liabilities from United States federal, state and local governmental authorities and private lawsuits by individuals or businesses. The potential environmental liabilities in connection with the ownership of real estate are highly uncertain. We currently do not have actual knowledge of any environmental liabilities that would have a material adverse effect on the Company. From time to time, we have experienced some non-material environmental liabilities resulting from environmental issues at our properties. While we are unaware of any material environmental liabilities, it is possible that material environmental liabilities relating to our properties may arise in the future.

Matters involving employees at certain company-operated restaurants expose us to potential liability. We are subject to United States federal, state and local employment laws that expose us to potential liability if we are determined to have violated such employment laws. Failure to comply with federal and state labor laws pertaining to minimum wage, overtime pay, meal and rest breaks, unemployment tax rates, workers' compensation rates, citizenship or residency requirements, child labor requirements, sales taxes and other employment-related matters may have a material adverse effect on our business or operations. In addition, employee claims based on, among other things, discrimination, harassment or wrongful termination may divert financial and management resources and adversely affect operations. The losses that may be incurred as a result of any violation of such employment laws are difficult to quantify.

Our failure or the failure of our franchisees to comply with federal, state and local governmental regulations may subject us to losses and harm our brands. The restaurant industry is subject to extensive federal, state and local governmental regulations, including those relating to the preparation and sale of food and alcoholic beverages and those relating to building and zoning requirements and employment. We are also subject to licensing and regulation by state and local departments relating to the service of alcoholic beverages, health, sanitation, fire and safety standards, and to laws governing relationships with employees, including minimum wage requirements, overtime, working conditions and citizenship requirements. We are also subject to laws and regulations, which vary from jurisdiction to jurisdiction, relating to nutritional content and menu labeling. Compliance with these laws and regulations may lead to increased costs and operational complexity and may increase our exposure to governmental investigations or litigation. In connection with the continued operation or remodeling of certain restaurants, we or our franchisees may be required to expend funds to meet federal, state and local and foreign regulations. The inability to obtain or maintain such licenses or publicity resulting from actual or alleged violations of such laws could have an adverse effect on our results of operations. We are subject to federal regulation and certain state laws which govern the offer and sale of franchises. Many state franchise laws contain provisions that supersede the terms of franchise agreements, including provisions concerning the termination or non-renewal of a franchise. Some state franchise laws require that certain materials be registered before franchises can be offered or sold in that state. The failure to obtain or retain licenses or approvals to sell franchises could adversely affect us and the franchisees. Changes in, and the cost of compliance with, government regulations could have a material effect on operations.

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We are subject to the Fair Labor Standards Act, various other laws and state and local regulations in the United States and in the foreign countries in which we operate from time to time, governing such matters as minimum-wage requirements, overtime and other working conditions and citizenship requirements. A significant number of the food-service employees in our restaurants are paid at rates related to the United States federal minimum wage or the relevant state minimum wage, and past increases in the United States federal and state minimum wage, as well as changes in the method of calculating the minimum wage and crediting of tips, have increased labor costs, as would future increases. Any increases in labor costs might cause us or our franchisees to inadequately staff Applebee's or IHOP restaurants. Understaffed restaurants could result in reduced gross sales and decreased profits at such restaurants.

We and our franchisees also must comply with Title III of the Americans with Disabilities Act (the "ADA"). Compliance with the ADA generally requires that public spaces provide reasonable accommodation to disabled individuals and that new commercial spaces or modifications of commercial spaces conform to specific accessibility guidelines unless materially unfeasible. Although newer restaurants are designed to meet the ADA construction standards, some older restaurants may not meet the ADA standards. A finding of noncompliance with the ADA could result in the imposition of injunctive relief, fines, an award of damages to private litigants or additional capital expenditures to remedy such noncompliance. Any imposition of injunctive relief, fines, damage awards or capital expenditures could adversely affect our revenue or profits.

In March 2010, President Obama signed the Patient Protection and Affordable Care Act and the Health Care and Education Affordability Reconciliation Act of 2010. The legislation is far-reaching and is intended to expand access to health insurance coverage over time by adjusting the eligibility thresholds for most state Medicaid programs and providing certain other individuals and small businesses with tax credits to subsidize a portion of the cost of health insurance coverage. The legislation includes a requirement that most individuals obtain health insurance coverage beginning in 2014 and also a requirement that certain large employers offer coverage to their employees or pay a financial penalty. We are evaluating the impact the new law will have on our business. While as the result of our heavily franchised business model we may have fewer employees than a less-franchised competitor, we have nearly 18,000 employees as of December 31, 2010. Although we cannot predict with certainty the financial and operational impacts the new law will have on us, we expect that our expenses will increase over the long term as a result of this legislation, and any such increases could adversely affect our business, cash flows, financial condition and results of operations. Our United States franchisees face the potential of similar adverse effects, and many of them are small business owners who may have significant difficulty absorbing the increased costs.

In recent years, there has been an increased legislative, regulatory and consumer focus at the federal, state and municipal levels on the food industry including nutrition and advertising practices. Restaurants operating in the quick-service and fast-casual segments have been a particular focus. The State of California (the state in which the largest number of our restaurants, 340 as December 31, 2010, are located), New York City and a growing number of other jurisdictions around the United States have adopted regulations requiring that chain restaurants include calorie information on their menus or make other nutritional information available. The recently-enacted United States health care reform law included nation-wide menu labeling and nutrition disclosure requirements as well. Initiatives in the area of nutrition disclosure or advertising, such as requirements to provide information about the nutritional content of our food, may result in increased costs of compliance with the requirements and may also change customer buying habits in a way that adversely impacts our sales.

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Restaurant development plans under development agreements may not be implemented effectively. We rely on franchisees to develop Applebee's and IHOP restaurants. Restaurant development involves substantial risks, including the following:

- the availability of suitable locations and terms for potential development sites;
- the ability of franchisees to fulfill their commitments to build new restaurants in the numbers and the time frames specified in their development agreements;
- the availability of financing, at acceptable rates and terms, to both franchisees and third-party landlords, for restaurant development;
- delays in obtaining construction permits and in completion of construction;
- developed properties not achieving desired revenue or cash flow levels once opened;
- competition for suitable development sites;
- changes in governmental rules, regulations, and interpretations (including interpretations of the requirements of the ADA); and
- general economic and business conditions.

We cannot assure that the development and construction of facilities will be completed, or that any such development will be completed in a timely manner. We cannot assure that present or future development will perform in accordance with our expectations.

The opening and success of Applebee's and IHOP restaurants depend on various factors, including the demand for Applebee's and IHOP restaurants and the selection of appropriate franchisee candidates, the availability of suitable sites, the negotiation of acceptable lease or purchase terms for new locations, costs of construction, permit issuance and regulatory compliance, the ability to meet construction schedules, the availability of financing and other capabilities of franchisees. There is no assurance that franchisees planning the opening of restaurants will have the business abilities or sufficient access to financial resources necessary to open the restaurants required by their agreements. It cannot be assured that franchisees will successfully participate in our strategic initiatives or operate their restaurants in a manner consistent with our concept and standards.

Concentration of Applebee's franchised restaurants in a limited number of franchisees subjects us to greater credit risk. As of December 31, 2010, Applebee's franchisees operated 1,553 Applebee's restaurants in the United States, comprising 83% of the total Applebee's restaurants in the United States. Of those restaurants, the nine largest Applebee's franchisees owned 851 restaurants, representing 55% of all franchised Applebee's restaurants in the United States. The concentration of franchised restaurants in a limited number of franchisees subjects us to a potentially higher level of credit risk in respect of such franchisees because their financial obligations to us are greater as compared to those franchisees with fewer restaurants. The risk associated with these franchisees is also greater where franchisees are the sole or dominant franchisee for a particular region of the United States, as is the case for most domestic Applebee's franchised territories. In particular, if any of these franchisees experiences financial or other difficulties, the franchisee may default on its obligations under multiple franchise agreements including payments to us and the maintenance and improvement of its restaurants. If any of these franchisees are subject to bankruptcy or insolvency proceedings, a bankruptcy court may prevent the termination of the related franchise agreements and development agreements. Any franchisee that is experiencing financial difficulties may also be unable to participate in implementing changes to our business strategy. Any franchisee that owns and operates a significant number of Applebee's restaurants and fails to comply with its other obligations under the franchise agreement, such as those relating to the quality and preparation of food and maintenance of restaurants, could cause significant harm to the Applebee's brand and subject us to claims by consumers even if we are not legally liable for the franchisee's actions or failure to act. The franchising

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of most of the company-operated Applebee's restaurants that is part of our strategy may increase the degree of concentration of franchised Applebee's restaurants because the existing franchisees are the likely candidates to acquire company-operated restaurants. The concentration of the franchised Applebee's restaurants in a limited number of franchisees also may reduce our negotiating power with respect to the terms of sale of the company-operated Applebee's restaurants. Development rights for Applebee's restaurants are also concentrated among a limited number of existing franchisees. If any of these existing franchisees experience financial difficulties, future development of Applebee's restaurant may be materially adversely affected.

We are subject to credit risk from our IHOP franchisees operating under our Previous Business Model, and a default by these franchisees may negatively affect our cash flows. Of the 1,493 IHOP restaurants subject to franchise and area license agreements as of December 31, 2010, a total of 1,096 operate under the Previous Business Model. The Company was involved in all aspects of the development and financing of the IHOP restaurants established prior to 2003. Under the Previous Business Model, the Company typically identified and leased or purchased the restaurant sites, built and equipped the restaurants and then franchised them to franchisees. In addition, IHOP typically financed as much as 80% of the franchise fee for periods ranging from five to eight years and leased the restaurant and equipment to the franchisee over a 25-year period. Therefore, in addition to franchise fees and royalties, the revenues received from an IHOP franchisee operating under the Previous Business Model include, among other things, lease or sublease rents for the restaurant property building, rent under an equipment lease and interest income from the financing arrangements for the unpaid portion of the franchise fee under the franchise notes. If any of these IHOP franchisees were to default on their payment obligations to us, we may be unable to collect the amounts owed under our notes and equipment contract receivables as well as outstanding franchise royalties. The higher amounts owed to us by each of these IHOP franchisees subject us to greater credit risk and defaults by IHOP franchisees operating under our Previous Business Model may negatively affect our cash flows.

Termination or non-renewal of franchise agreements may disrupt restaurant performance. Each franchise agreement is subject to termination by us in the event of default by the franchisee after applicable cure periods. Upon the expiration of the initial term of a franchise agreement, the franchisee generally has an option to renew the franchise agreement for an additional term. There is no assurance that franchisees will meet the criteria for renewal or will desire or be able to renew their franchise agreements. If not renewed, a franchise agreement, and payments required thereunder, will terminate. We may be unable to find a new franchisee to replace such lost revenues. Furthermore, while we will be entitled to terminate franchise agreements following a default that is not cured within the applicable grace period, if any, such termination may disrupt the performance of the restaurants affected.

Franchisees may breach the terms of their franchise agreements in a manner that adversely affects our brands. Franchisees are required to conform to specified product quality standards and other requirements pursuant to their franchise agreements in order to protect our brand and to optimize restaurant performance. However, franchisees may receive through the supply chain or produce sub-standard food or beverage products, which may adversely impact the reputation of our brands. Franchisees may also breach the standards set forth in their respective franchise agreements.

Franchisees are subject to potential losses that are not covered by insurance that may negatively impact their ability to make payments to us and perform other obligations under franchise agreements. Franchisees may have insufficient insurance coverage to cover all of the potential risks associated with the ownership and operation of their restaurants. A franchisee may have insufficient funds to cover unanticipated increases in insurance premiums or losses that are not covered by insurance. Certain extraordinary hazards may not be covered and insurance may not be available (or may be available only at prohibitively expensive rates) with respect to many other risks. Moreover, there is no assurance that any loss incurred will not exceed the limits on the policies obtained, or that payments on such policies will be received on a timely basis, or even if obtained on a timely basis, that such payments will prevent losses to such franchisee or enable timely franchise payments. Accordingly, in cases in which a franchisee experiences increased insurance premiums or must pay claims out-of-pocket, the franchisee may not have the funds necessary to pay franchise payments.

Franchisees generally are not "limited purpose entities," making them subject to business, credit, financial and other risks. Franchisees may be natural persons or legal entities. Franchisees are often not "limited-purpose entities," making them subject to business, credit, financial and other risks which may be unrelated to the operations of Applebee's or IHOP restaurants. These unrelated risks could materially and adversely affect a franchisee and its ability to make its franchise payments in full or on a timely basis. Any such decrease in franchise payments may have a material adverse effect on us. See the Risk Factor titled "An insolvency or bankruptcy proceeding involving a franchisee could prevent the collection of payments or the exercise of rights under the related franchise agreement," below.

An insolvency or bankruptcy proceeding involving a franchisee could prevent the collection of payments or the exercise of rights under the related franchise agreement. An insolvency proceeding involving a franchisee could prevent us from collecting payments or exercising any of our other rights under the related franchise agreement. In particular, the protection of the statutory automatic stay that arises under Section 362 of the United States Bankruptcy Code upon the commencement of a bankruptcy proceeding by or against a franchisee would prohibit us from terminating a franchise agreement previously entered into with a franchisee. Furthermore, a franchisee that is subject to bankruptcy proceedings may reject the franchise agreement in which case we would be limited to a general unsecured claim against the franchisee's bankruptcy estate on account of breach-of-contract damages arising from the rejection. Payments previously made to us by a franchisee that is subject to a bankruptcy proceeding also may be recoverable on behalf of the franchisee as a preferential transfer under the United States Bankruptcy Code.

The number and quality of franchisees is subject to change over time, which may negatively affect our business. Our Applebee's business is highly concentrated in a limited number of franchisees. We cannot guarantee the retention of any, including the top performing, franchisees in the future, or that we will maintain the ability to attract, retain, and motivate sufficient numbers of franchisees of the same caliber. The quality of existing franchisee operations may be diminished by factors beyond our control, including franchisees' failure or inability to hire or retain qualified managers and other personnel. Training of managers and other personnel may be inadequate. These and other such negative factors could reduce the franchisee's restaurant revenues, impact payments under the franchise agreements and could have a material adverse effect on us. In the case of Applebee's, these negative factors would be magnified by the limited number of existing franchisees.

The inability of franchisees to fund capital expenditures may adversely impact future growth. Our business strategy includes the periodic updating of Applebee's and IHOP restaurant locations through new remodel programs and other operational changes. The success of that business strategy will depend to a significant extent on the ability of the franchisees to fund the necessary capital expenditures to aid the repositioning and re-energizing of the brand. Labor and material costs expended will vary by geographical location and are subject to general price increases. To the extent the franchisees are not able to fund the necessary capital expenditures, our business strategy may take longer to implement and may not be as successful as we expect.

Third-party claims with respect to intellectual property assets, if decided against us, may result in competing uses or require adoption of new, non-infringing intellectual property, which may in turn adversely affect sales and revenues. There can be no assurance that third parties will not assert infringement or misappropriation claims against us, or assert claims that our rights in our trademarks, service marks and other intellectual property assets are invalid or unenforceable. Any such claims could have a material adverse effect on us or our franchisees if such claims were to be decided against us. If our rights in any intellectual property were invalidated or deemed unenforceable, it could permit competing uses of intellectual property which, in turn, could lead to a decline in restaurant revenues and sales of other branded products and services (if any). If the intellectual property became subject to third-party infringement, misappropriation or other claims, and such claims were decided against us, then we could be required to develop or adopt non-infringing intellectual property or acquire a license to the intellectual property that is the subject of the asserted claim. There could be significant expenses associated with the defense of any infringement, misappropriation, or other third-party claims.

If franchisees and other sublicensees do not observe the required quality and trademark usage standards, our brands may suffer reputational damage, which could in turn adversely affect our business. We sublicense our intellectual property to our franchisees and to product suppliers, manufacturers, distributors, advertisers and other third parties. The franchise agreements and other sublicense agreements require that each franchisee or other sublicensee use the intellectual property in accordance with established or approved quality control guidelines. However, there can be no assurance that the franchisees or other sublicensees will use the intellectual property assets in accordance with such guidelines. Franchisee and sublicensee noncompliance with the terms and conditions of the governing franchise agreement or other sublicense agreement may reduce the overall goodwill associated with our brands. Franchisees and other sublicensees may refer to our intellectual property improperly in writings or conversation, resulting in the weakening of the distinctiveness of our intellectual property. There can be no assurance that the franchisees or other sublicensees will not take actions that could have a material adverse effect on the Applebee's or IHOP intellectual property.

In addition, even if the sublicensee product suppliers, manufacturers, distributors, or advertisers observe and maintain the quality and integrity of the intellectual property assets in accordance with the relevant sublicense agreement, any product manufactured by such suppliers may be subject to regulatory sanctions and other actions by third parties which can, in turn, negatively impact the perceived quality of our restaurants and the overall goodwill of our brands, regardless of the nature and type of product involved. Any such actions could reduce restaurant revenues and corresponding franchise payments to us.

We are heavily dependent on information technology and any material failure of that technology could impair our ability to efficiently operate our business. We rely heavily on information systems across our operations, including, for example, point-of-sale processing in our restaurants, management of our supply chain, collection of cash, payment of obligations and various other processes and procedures. Our ability to efficiently manage our business depends significantly on the reliability and capacity of these systems. The failure of these systems to operate effectively, problems with maintenance, upgrading or transitioning to replacement systems, or a breach in security of these systems could cause delays in customer service and reduce efficiency in our operations. Significant capital investments might be required to remediate any problems.

Failure to protect the integrity and security of individually identifiable data of customers, vendors or employees may subject us to loss and harm our brands. We might receive and maintain, for varying lengths of time, certain personal or business information about customers, vendors and employees. The use of this information by us is regulated by foreign, federal and state laws, as well as by certain third-party agreements. If our security and information systems are compromised or if our employees or franchisees fail to comply with these laws and regulations, and this information is obtained by unauthorized persons or used inappropriately, it could adversely affect our reputation and could result in costs to defend or settle litigation, to pay judgments awarded from litigation, or pay penalties resulting from violation of federal and state laws and payment card industry regulations. As privacy and information security laws and regulations change, we may incur additional costs to ensure that we remain in compliance with said laws and regulations.

Item 1B. Unresolved Staff Comments.

None.

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Item 2. Properties.

The table below shows the location and ownership of Applebee's and IHOP restaurants as of December 31, 2010:

	Applebee's Franchise	Applebee's Company-Operated	Applebee's Total	IHOP Franchise	IHOP Company-Operated	IHOP Area License	IHOP Total
United States							
Alabama	30		30	19			19
Alaska	2		2	4			4
Arizona	33		33	38			38
Arkansas	9	2	11	15			15
California	112		112	228			228
Colorado	27		27	29			29
Connecticut	8		8	7			7
Delaware	12		12	7			7
District of Columbia				2			2
Florida	109		109			148	148
Georgia	69		69	72		4	76
Hawaii				6			6
Idaho	12		12	9			9
Illinois	52	14	66	50	1		51
Indiana	59	7	66	20			20
Iowa	27		27	9			9
Kansas	19	15	34	19			19
Kentucky	32	5	37	4	1		5
Louisiana	17		17	25			25
Maine		11	11	1			1
Maryland	14	12	26	32			32
Massachusetts		29	29	16			16
Michigan	21	65	86	19			19
Minnesota	61		61	9			9
Mississippi	15	3	18	9			9
Missouri	2	59	61	25			25
Montana	7		7	5			5
Nebraska	19		19	5			5
Nevada	14		14	23			23
New Hampshire		14	14	4			4
New Jersey	55		55	40			40
New Mexico	18		18	15			15
New York	109	1	110	48			48
North Carolina	55	2	57	43			43
North Dakota	11		11	2			2
Ohio	96		96	21	9		30
Oklahoma	21		21	25			25
Oregon	21		21	7			7
Pennsylvania	74	2	76	19			19
Rhode Island		8	8	3			3
South Carolina	40		40	27			27
South Dakota	6		6	5			5
Tennessee	34	4	38	33			33

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	Applebee's			IHOP			
	Franchise	Company-Operated	Total	Franchise	Company-Operated	Area License	Total
Texas	90		90	183			183
Utah	16		16	19			19
Vermont		3	3	1			1
Virginia	22	51	73	57			57
Washington	39		39	31			31
West Virginia	15	2	17	6			6
Wisconsin	44		44	14			14
Wyoming	5		5	3			3
Total Domestic	1,553	309	1,862	1,313	11	152	1,476
International							
Bahrain	1		1				
Brazil	11		11				
Canada	25		25	4		12	16
Chile	3		3				
Costa Rica	1		1				
Greece	6		6				
Guatemala	3		3				
Honduras	7		7				
Jordan	1		1				
Kuwait	5		5				
Lebanon	1		1				
Mexico	63		63	10			10
Puerto Rico	2		2	1			1
Qatar	4		4				
Saudi Arabia	12		12				
Singapore	1		1				
United Arab Emirates	2		2				
St. Croix, Virgin Islands				1			1
Total International	148		148	16		12	28
Totals	1,701	309	2,010	1,329	11	164	1,504

As of December 31, 2010, we operated 309 Applebee's restaurants and 11 IHOP restaurants for a total of 320 company-operated restaurants. Of these restaurants, we leased the building for 37 sites, owned the building and leased the land for 151 sites, owned the land and building for nine sites and leased the land and building for 123 sites.

Of the 1,329 IHOP restaurants operated by franchisees, 61 were located on sites owned by us, 692 were located on sites leased by us from third parties and 576 were located on sites owned or leased by franchisees. All of the IHOP restaurants operated by the area licensee and all of the franchisee-operated Applebee's restaurants were located on sites owned or leased by the area licensee or the franchisee.

Leases of IHOP restaurants generally provide for an initial term of 20 to 25 years, with most having one or more five-year renewal options. Leases of Applebee's restaurants generally have an initial term of 10 to 20 years, with renewal terms of 5 to 20 years. In addition, a substantial portion of the leases for both IHOP and Applebee's restaurants include provisions calling for the periodic escalation of rents during the initial term and/or during renewal terms. The leases typically provide for payment of rents in an amount equal to the greater of a fixed amount or a specified percentage of gross sales and for payment of taxes, insurance premiums, maintenance expenses and certain other costs. Historically, it has been our practice to seek to extend, through negotiation, those leases that expire without renewal options. However, from time to time, we choose not to renew a lease or are unsuccessful in negotiating satisfactory renewal terms. When this occurs, the restaurant is closed and possession of the premises is returned to the landlord.

Under our Applebee's franchise agreements, we have certain rights to gain control of a restaurant site in the event of default under the franchise agreement. Because most IHOP franchised restaurants developed by us under our Previous Business Model are subleased to the franchisees, IHOP has the ability to regain possession of the subleased restaurant if the franchisee defaults in the payment of rent or other terms of the sublease.

We currently occupy our principal corporate offices and IHOP restaurant support center in Glendale, California, under a lease expiring in June 2020. The Applebee's restaurant support center is located in Lenexa, Kansas under a lease expiring in July 2023. We also lease a small executive suite space for our company operations in the Cincinnati market under a lease expiring September 2011.

Item 3. Legal Proceedings.

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, if adversely determined, would not have a material adverse impact on the Company's business or consolidated financial statements.

Gerald Fast v. Applebee's

The Company is currently defending a collective action in United States District Court for the Western District of Missouri, Central Division filed on July 14, 2006 under the Fair Labor Standards Act styled Gerald Fast v. Applebee's International, Inc., in which named plaintiffs claim that tipped workers in company restaurants perform excessive amounts of non-tipped work for which they should be compensated at the minimum wage. The court has conditionally certified a nationwide class of servers and bartenders who have worked in company-operated Applebee's restaurants since June 19, 2004. Unlike a class action, a collective action requires potential class members to "opt in" rather than "opt out." On February 12, 2008, 5,540 opt-in forms were filed with the court.

In cases of this type, conditional certification of the plaintiff class is granted under a lenient standard. On January 15, 2009, the Company filed a motion seeking to have the class de-certified and the plaintiffs filed a motion for summary judgment, both of which were denied by the court.

The parties stipulated to a bench trial which was set to begin on September 8, 2009 in Jefferson City, Missouri. Just prior to trial, however, the court vacated the trial setting in order to submit key legal issues to the Eighth Circuit Court of Appeals for review on interlocutory appeal. Oral argument took place in front of an Eighth Circuit panel on January 13, 2011.

The Company believes it has strong defenses to the substantive claims asserted and intends to vigorously defend this case. An estimate of the possible loss, if any, or the range of the loss cannot be made and, therefore, the Company has not accrued a loss contingency related to this matter.

Item 4. (Removed and Reserved).

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PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Market Information

Our common stock is traded on the NYSE under the symbol "DIN". The following table sets forth the high and low sales prices of our common stock on the NYSE for each quarter of 2010 and 2009. We did not pay dividends on our common stock in 2010 and 2009.

	Fiscal Year 2010		Fiscal Year 2009	
	Prices		Prices	
Quarter	High	Low	High	Low
First	$ 41.15	$ 22.13	$ 14.56	$ 5.24
Second	$ 48.38	$ 26.24	$ 34.71	$ 10.48
Third	$ 45.90	$ 24.92	$ 33.06	$ 20.25
Fourth	$ 57.80	$ 42.25	$ 26.44	$ 19.97

Holders

As of February 4, 2011, there were approximately 7,000 registered holders of record of our common stock. That number excludes the beneficial owners of shares held in "street" name through banks, brokers and other financial institutions.

Dividends

The Company's most recent quarterly dividend of $0.25 per common share was paid in December 2008. Effective December 11, 2008, the Company suspended the payment of its quarterly cash dividend to common shareholders for the foreseeable future in order to maximize the financial flexibility of the Company. Under our current debt agreements, we are restricted from paying dividends on common stock until certain financial ratios are achieved. Those ratios have not been achieved as of December 31, 2010. At such time as those financial ratios are achieved, dividend payments on common stock may be resumed at the discretion of the Board of Directors after consideration of the Company's earnings, financial condition, cash requirements, future prospects and other factors.

Securities Authorized for Issuance Under Equity Compensation Plans

The following table provides information as of December 31, 2010, regarding shares outstanding and available for issuance under our existing equity compensation plans:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	1,523,710	$ 24.90	711,917
Equity compensation plans not approved by security holders			
Total	1,523,710	$ 24.90	711,917

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The number of securities remaining available for future issuance includes 710,017 shares under our 2001 Stock Incentive Plan and 1,900 shares under our 2005 Stock Incentive Plan for Non-Employee Directors. Authorization to issue shares under the 2001 Stock Incentive Plan will expire in May 2011. Please refer to Note 18, Stock-Based Incentive Plans, in the Notes to the Consolidated Financial Statements for a description of each plan.

Issuer Purchases of Equity Securities

During 2010, a total of 50,543 shares of restricted stock were surrendered to the Company at an average price of $37.28 per share to satisfy tax withholding obligations in connection with the vesting of restricted stock awards issued to employees under our 2001 Stock Incentive Plan.

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Stock Performance Graph

The graph below shows a comparison of the cumulative total shareholder return on our common stock with the cumulative total return on the Standard & Poor's 500 Composite Index and the Value-Line Restaurants Index ("Restaurant Index") over the five-year period ended December 31, 2010. The graph and table assume $100 invested at the close of trading on the last day of trading in 2005 in our common stock and in each of the market indices, with reinvestment of all dividends. Stockholder returns over the indicated periods should not be considered indicative of future stock prices or stockholder returns.

Comparison of Five-Year Cumulative Total Shareholder Return
DineEquity, Inc., Standard & Poor's 500 And Value Line Restaurant Index
(Performance Results Through December 31, 2010)

	2005	2006	2007	2008	2009	2010
DineEquity, Inc.	$ 100.00	$ 114.62	$ 80.90	$ 26.83	$ 56.37	$ 114.60
Standard & Poor's 500	100.00	113.62	117.63	72.36	89.33	100.75
Restaurant Index	100.00	124.05	134.57	125.53	160.80	223.79

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Item 6. Selected Financial Data.

The following selected consolidated financial data should be read in conjunction with the consolidated financial statements and notes thereto and "Management's Discussion and Analysis of Financial Condition and Results of Operations" appearing elsewhere in this Annual Report on Form 10-K. The consolidated statement of operations and the consolidated balance sheet data for the years ended and as of December 31, 2010, 2009, 2008, 2007 and 2006 are derived from our audited consolidated financial statements.

	Fiscal Year Ended December 31,				
	2010	**2009**	**2008**	**2007(a)**	**2006**
	(In millions, except per share amounts)				
Segment Revenues					
Franchise revenues	$ 376.7	$ 372.2	$ 353.3	$ 205.8	$ 179.3
Company restaurant sales	815.6	890.0	1,103.2	125.9	13.6
Rental income	124.5	133.9	131.4	132.4	132.1
Financing revenues	16.3	17.9	25.7	20.5	24.6
Total revenues	1,333.1	1,414.0	1,613.6	484.6	349.6
Segment Expenses					
Franchise expenses	103.8	102.2	96.2	88.1	83.1
Company restaurant expenses	699.3	766.5	978.2	117.4	15.6
Rental expenses	96.1	97.3	98.1	98.4	97.9
Financing expenses	2.0	0.4	7.3	1.3	4.3
Total segment expenses	901.2	966.4	1,179.8	305.2	200.9
Segment gross profit	431.9	447.6	433.8	179.4	148.7
General and administrative expenses	159.6	158.5	182.3	81.6	63.5
Interest expense	171.5	186.5	203.2	28.7	7.9
Impairment and closure charges	3.5	105.1	240.6	4.4	
Amortization of intangible assets	12.3	12.3	12.1	1.1	
Loss (gain) on extinguishment of debt	107.0	(45.7)	(15.2)	2.2	
Other (income) expense, net	(9.9)	(5.7)	(1.0)	2.0	4.4
Loss on derivative financial instrument				62.1	
Income (loss) before income taxes	(12.1)	36.6	(188.2)	(2.7)	72.9
Benefit (provision) for income taxes	9.3	(5.2)	33.7	2.2	(28.3)
Net (loss) income	$ (2.8)	$ 31.4	$ (154.5)	$ (0.5)	44.6
Net (loss) income	$ (2.8)	$ 31.4	$ (154.5)	$ (0.5)	$ 44.6
Less: Series A Preferred stock dividends	(25.9)	(19.5)	(19.0)	(1.5)	
Less: Accretion of Series B Preferred stock	(2.4)	(2.3)	(2.1)	(0.2)	
Less: Net loss (income) allocated to unvested participating restricted stock	1.1	(0.4)	6.4		
Net (loss) income available to common stockholders	**$ (30.0)**	**$ 9.2**	**$ (169.2)**	**$ (2.2)**	**$ 44.6**
Net (loss) income available to common stockholders per share:					

Basic	$ (1.74)	$ 0.55	$ (10.09)	$ (0.13)	$ 2.46
Diluted	$ (1.74)	$ 0.55	$ (10.09)	$ (0.13)	$ 2.43
Weighted average shares outstanding:					
Basic	17.2	16.9	16.8	17.2	18.1
Diluted	17.2	16.9	16.8	17.2	18.3
Dividends declared per common share(b)			$ 1.00	$ 1.00	$ 1.00
Dividends paid per common share(b)			$ 1.00	$ 1.00	$ 1.00
Balance Sheet Data (end of year)					
Cash and cash equivalents	$ 102.3	$ 82.3	$ 114.4	$ 26.8	$ 19.5
Restricted cash short-term	0.9	72.7	83.4	128.1	
Restricted cash long-term	0.8	48.2	53.4	58.0	
Property and equipment, net	612.2	771.4	824.5	1,139.6	309.7
Total assets	2,856.6	3,100.9	3,361.2	3,831.2	766.3
Long-term debt, net of current maturities	1,631.5	1,637.2	1,853.4	2,263.9	94.5
Financing obligations, net of current maturities	237.8	309.4	318.7		
Capital lease obligations, net of current maturities	144.0	152.8	161.3	168.2	170.4
Stockholders' equity	83.6	69.9	42.8	209.4	289.2

(a) We acquired Applebee's International, Inc. on November 29, 2007. The results of operations related to this acquisition have been included in our fiscal 2007 consolidated operating results since the date of the acquisition.

(b) Effective December 11, 2008, the Company has suspended payments of dividends to common stockholders for the foreseeable future.

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Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Forward-Looking Statements

Statements contained in this report may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements involve known and unknown risks, uncertainties and other factors, which may cause actual results to be materially different from those expressed or implied in such statements. You can identify these forward-looking statements by words such as "may," "will," "should," "expect," "anticipate," "believe," "estimate," "intend," "plan" and other similar expressions You should consider our forward-looking statements in light of the risks discussed under the heading "Risk Factors" in Item 1A above as well as our consolidated financial statements, related notes and the other financial information appearing elsewhere in this report and our other filings with the SEC. The forward-looking statements contained in this report are made as of the date hereof and the Company assumes no obligation to update or supplement any forward-looking statements.

You should read the following Management's Discussion and Analysis of Financial Condition and Results of Operations in conjunction with the consolidated financial statements and the related notes that appear elsewhere in this report.

The Company

The Company was incorporated under the laws of the State of Delaware in 1976 with the name IHOP Corp. Effective June 2, 2008, the name of the Company was changed to DineEquity, Inc. (the "Company," "we" or "our"). The first International House of Pancakes® ("IHOP") restaurant opened in 1958 in Toluca Lake, California. Shortly thereafter we began developing and franchising additional restaurants. In November 2007, we completed the acquisition of Applebee's International, Inc. ("Applebee's") which became a wholly-owned subsidiary of the Company. Through various IHOP and Applebee's subsidiaries (see Exhibit 21, Subsidiaries of DineEquity, Inc.) we own and operate two restaurant concepts in the casual dining and family dining categories of the food service industry: Applebee's Neighborhood Grill and Bar® and IHOP®. DineEquity, Inc. is the parent of the IHOP and Applebee's subsidiaries. References herein to Applebee's and IHOP restaurants are to these two restaurant concepts, whether operated by franchisees or the Company. Sales of restaurants that are owned by franchisees and area licensees are not attributable to the Company. With more than 3,500 restaurants combined, we are the largest full-service restaurant company in the world.

Key Overall Strategies

DineEquity's Key Strategies

At DineEquity, we have a fundamentally differentiated approach to brand management that centers on the powerful and strategic combination of marketing, menu, operations and remodel initiatives that creates a unique and relevant connection with our guests. Additionally, our Shared Services operating matrix allows our brands to focus on those things that drive the business while leveraging the resources and expertise of our scalable, centralized support structure. We believe this is a competitive point of difference. Together, this closely integrated approach results in differentiated brand performance that drives DineEquity's growth and delivers results for our shareholders.

Applebee's Key Strategies

We are in the process of a multi-year effort to revitalize the Applebee's brand. Applebee's domestic system-wide same-restaurant sales increased 0.3% in 2010. This was Applebee's first full year

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of positive results since 2005 and outpaced our group of competitors. We accomplished this by executing our key strategies as follows:

Drive Profitable Sales and Traffic

- Continued to focus on meeting the consumer's need for value throughout 2010, with such promotions as the midyear introduction of our new Sizzling Skillets starting at $8.99 nationwide, the rotation of new products into our "2 for $20" offering and ended the year with the introduction of Flavor Loaded Steaks starting at $9.99 nationwide;

- Continued innovation of the menu. Since the acquisition in 2007, more than 80% of Applebee's menu now consists of either new offerings or improved offerings with better, fresher ingredients;

- Expanded our unique healthy food offerings by launching our Under 550 calorie menu in January 2010 to complement our Weight Watchers menu and developed new food offerings for both healthy dining options which were introduced in early 2011;

- Focused on late night business through beverage and appetizer innovation and local restaurant marketing efforts around sports and holiday events and

- Developed and tested a guest-driven lunch program which we launched nationally in early 2011.

Improve Margins and Unit Level Economics

We implemented numerous initiatives to improve the operations and profitability of Applebee's company operated restaurants, resulting in a 40 basis point profit margin improvement from the prior year. The improved margins resulted from implementing cost management tools to reduce food waste and optimize hourly labor. We continued to reap the benefits of our supply chain co-op to leverage our scale to reduce food cost and cost of distribution for both franchise and company operated restaurants. The margin improvements were not at the expense of the guest as we achieved system wide all-time high guest satisfaction scores.

We continue to monitor our franchisees through our franchisee operations rating system which provides visibility concerning their performance in relation to guest experience, food safety and training.

Transform the Business

In June, we rolled out "Connections," the new comprehensive restaurant revitalization program involving people, place and promotional aspects. The people aspect involves re-training and re-certification for kitchen staff and team members. The place aspect involves exterior and interior modifications to the restaurant to signal change. The promotional aspect involves a local public relations and marketing plan to re-connect with the neighborhood. In 2010, 91 restaurants in the system were revitalized under this program.

During 2010, we franchised an additional 83 company-operated restaurants in Minnesota, Wisconsin and Virginia. Additionally, in January and February of 2011 we franchised 65 company-owned restaurants in Missouri, Illinois and Virginia. The Company remains committed to our strategy to franchise a substantial majority of the company-operated restaurants to buyers who are financially qualified, share our vision for revitalizing the Applebee's brand, are willing to invest in the business, and have well-qualified management teams. We have the financial flexibility to meet our obligations without additional refranchising transactions, so we will only pursue transactions that make economic sense. We anticipate that reaching our goal of 98% franchise-operated restaurants will take several years to complete. This heavily franchised business model is expected to require less capital investment, improve margins and reduce the volatility of cash flow performance over time, while also providing cash proceeds from the franchising of the restaurants for the retirement of debt.

In a challenging economic environment and a highly competitive casual dining category, there can be no assurance that the strategies described above, when implemented, will achieve the intended results, including the franchising of the remaining Applebee's domestic company-operated restaurants, within the time frames described above.

IHOP's Key Strategies

We pursue growth through a three-part strategic framework: (1) energize the IHOP brand; (2) improve operations performance; and (3) maximize franchise development.

Energize the IHOP Brand

We seek to energize our brand by continuing our "Come Hungry. Leave Happy." advertising campaign. This message has successfully resonated with our guests for almost eight years. In 2003, we also initiated the strategy of limited time offers on promotional products. Since that time, we have enhanced our execution of this promotional product approach by improving the appeal and the franchisees execution of these promotions. In addition, we seek to enhance our media strategies to emphasize national advertising on broadcast, cable and syndicated television and strengthen our product promotion process. Over the last three years, we have shifted the allocation of our media spending towards national advertising. Due to this reallocation from local to national advertising, in 2010 we were able to provide continuous media support for all national initiatives, such as limited time offers, and secondary messages, such as IHOP for Dinner, Gift Cards and Kids Eat Free.

In 2010, we launched the next phase of our remodel program to capture energy and innovation necessary to keep the IHOP brand relevant, dynamic and enticing. We also expanded our gift card program by increasing our third-party retailer base to market our gift cards in 2010 as well as now offer our gift cards through a national scrip program allowing an additional presence at over 15,000 non-profit organizations across the United States. In 2010 we successfully launched an e-club enabling both national and local offers to be sent electronically to our guests that sign up for the program.

Improve Operations Performance

We intend to continue to improve the operations of the restaurants. During 2003, we established an IHOP franchisee grading system to evaluate the operational standards of each of our restaurant units. This franchisee grading system is a comprehensive scorecard that covers mystery shop scores, operational assessment scores and health department ratings, among other things. During 2010, IHOP moved to the next level of guest feedback from the current process of mystery shop to a "Voice of the Guest" program which provides real time guest feedback to the operators and the brand. In 2010, 91% of all franchisees received grades of "A" or "B" for their restaurants. In addition, we intend to continue focusing on making exceptional service a priority for franchisees by providing tools for improved restaurant execution, while highlighting our motto "service as good as our pancakes." Substantially all IHOP restaurants are using pollable point-of-sale systems to capture and report a broad range of sales and product mix data. This information is used by management to, among other things, to gauge guest acceptance of menu items and the success of promotions and limited time offers.

Maximize Franchise Development

Under the Current Business Model, IHOP seeks to maximize franchise development by emphasizing the recruitment of franchise developers within and outside the current system in order to grow its revenues. This strategy has proven very successful as we have developed approximately 416 restaurants since the inception of the Current Business Model and we have a pipeline of 353

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additional new restaurants committed, optioned or pending. The strong existing franchisee base accounts for over 90% of these future obligations. In addition, we may take steps to consolidate and rehabilitate existing markets if we believe that doing so is advisable in order to fully realize development potential.

In a challenging economic environment and a highly competitive family dining category, there can be no assurance that the strategies described above, when implemented, will achieve the intended results within the time frame anticipated.

Significant Known Events, Trends or Uncertainties Impacting or Expected to Impact Comparisons of Reported or Future Results

Refinancing of Indebtedness

In October 2010, we effected a series of transactions that culminated in the refinancing of our remaining $1.6 billion of securitized indebtedness (the "October 2010 Refinancing") and the redemption of our Series A Perpetual Preferred Stock ("Series A Stock"), both of which had been issued to finance our 2007 acquisition of Applebee's. The October 2010 Refinancing replaced securitized debt that had an anticipated repayment date of 2012 with a $900 million Senior Secured Credit Facility due in 2017 and $825 million of Senior Notes due in 2018. The redemption of the Series A Stock eliminated high-coupon dividend payments on the Series A Stock that were not deductible for tax purposes. In February 2011, we entered into an amendment that reduces the interest rate pricing for borrowings under our Senior Secured Credit Facility. These transactions are discussed in further detail under "Liquidity and Capital Resources" below.

Current Economic Conditions

While published economic data suggests both personal disposable income and consumer confidence improved during 2010, we believe the countervailing effects of high levels of unemployment and home foreclosures in addition to lower overall valuations for residential real estate will continue to put pressure on consumer spending. A continued decline or lack of growth in disposable income for discretionary spending could cause our customers to change historic purchasing behavior and choose lower-cost dining options or alternatives to dining out. These factors could have an adverse effect on our business, results of operations and financial condition.

Sales Trends

Domestic Same-Restaurant Percentage Sales Change

	2009				2010			
	Q1	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**
Applebee's								
Quarter	(3.0)%	(4.3)%	(6.5)%	(4.5)%	(2.7)%	(1.6)%	3.3%	2.9%
YTD	(3.0)%	(3.6)%	(4.5)%	(4.5)%	(2.7)%	(2.2)%	(0.5)%	0.3%
IHOP								
Quarter	2.0%	(0.6)%	(1.1)%	(3.1)%	(0.4)%	(1.0)%	0.1%	1.1%
YTD	2.0%	0.7%	0.2%	(0.8)%	(0.4)%	(0.7)%	(0.4)%	0.0%

Applebee's domestic system-wide same-restaurant sales increased 2.9% and 0.3% for the fourth quarter and year ended December 31, 2010, respectively. This marked the first year of positive same-restaurant sales subsequent to the November 2007 acquisition of Applebee's. Further, this was the fifth consecutive quarter in which either the decline in same-restaurant sales was less than the decline in the preceding quarter or, as was the case in the third and fourth quarters of 2010, reflected an increase in same-restaurant sales. In light of the potential impact of economic uncertainties on discretionary consumer spending, there can be no assurance that the trend of improvement and overall positive performance will continue.

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IHOP's domestic system-wide same-restaurant sales for the year ended December 31, 2010 were essentially flat compared with the prior year. While domestic system-wide same-restaurant sales increased in the third and fourth quarters in contrast to decreases in the first and second quarters, we do not believe this constitutes a discernable trend.

Fifty-Three Week Fiscal Year

Our fiscal year ends on the Sunday nearest to December 31 of each year. As a result, every five or six years our fiscal year contains 53 calendar weeks. Fiscal 2010 and 2008 each contained 52 weeks, whereas fiscal 2009 contained 53 weeks. The estimated impact on fiscal 2010 of the 53rd week in fiscal 2009 was an increase in 2009 revenue of $30.2 million, an increase in segment profit of $13.2 million and an increase in income before income taxes of $10.6 million. While certain expenses increased in direct relationship to additional revenue from the 53rd week, other costs (for example, depreciation and other fixed costs) are recorded on a calendar month basis. Therefore, the impact of the additional week is not necessarily indicative of a typical relationship of expenses to revenues measured over a longer period of comparison, such as a fiscal month or a fiscal quarter.

Significant Gains and Charges

There were several significant gains and charges that affect the comparisons of fiscal year 2010 results with previously reported periods, as presented in the following table:

	Year ended December 31,		
	2010	**2009**	**2008**
		(In millions)	
Impairment and closure charges	$ 3.5	$ 105.1	$ 240.6
Loss (gain) on extinguishment of debt and temporary equity	107.0	(45.7)	(15.2)
(Gain) loss on disposition of assets	(13.6)	(6.9)	0.3

Each transaction is discussed in further detail under paragraphs captioned with those descriptions elsewhere in Item 7. While impairment and closure charges in 2010 were significantly lower than in the two previous years, our fixed and intangible assets (including goodwill) must be assessed continually for indicators of impairment. Given the uncertainty as to future economic and other assumptions used in assessing impairments, it is possible that significant impairment charges may occur in future periods. Prior to the October 2010 Refinancing, our debt traded at less than its carrying value such that early retirement by purchases on the open market resulted in significant gains. The fair value of our current debt instruments is currently greater than its carrying value (see Note 12 of Notes to the Consolidated Financial Statements). Therefore, while we may dedicate a portion of excess cash flow towards early debt retirement, we do not anticipate recognizing gains on the extinguishment of debt.

Financial Statement Effect of Franchising Company-Operated Restaurants

As of December 31, 2010, we have franchised 193 Applebee's company-operated restaurants since the second quarter of 2008 and have signed agreements to franchise an additional 66 restaurants. The sale of 36 restaurants in the St. Louis market closed in January 2011 and the sale of 29 of the 30 Washington, D.C. restaurants closed in February 2011 the sale of the one remaining Washington, D.C. restaurant is expected to close before the end of the second fiscal quarter of 2011. We are planning to franchise a significant majority of the remaining 243 company-operated Applebee's over the next several years. As the number of company-operated restaurants declines, the amount of Company restaurant revenues and Company restaurant expenses in future periods will decline significantly compared to amounts reported in previous periods. Franchise royalty revenues and expenses will likely increase as company-operated restaurants are franchised, although not in the same magnitude as the

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Company restaurant revenues decline as franchise royalties are based on a percentage of the franchisee's revenues. As the number of Applebee's company-operated restaurants declines we anticipate that general and administrative expenses associated with managing these restaurants will decline as well. Additionally, under terms of our debt instruments, all of the proceeds from asset sales (subject to certain exceptions) must be used to retire long-term debt, which would result in a decrease in interest expense in the future.

Restaurant Data

The following table sets forth, for each of the past three years, the number of effective restaurants in the Applebee's and IHOP systems and information regarding the percentage change in sales at those restaurants compared to the same period in the prior year. "Effective restaurants" are the number of restaurants in a given period, adjusted to account for restaurants open for only a portion of the period. Information is presented for all effective restaurants in the Applebee's and IHOP systems, which includes company-operated restaurants, as well as those operated by franchisees and area licensees. Sales of restaurants that are operated by franchisees and area licensees are not attributable to the Company. However, we believe that presentation of this information is useful in analyzing our revenues because franchisees and area licensees pay us royalties and advertising fees that are generally based on a percentage of their sales, as well as, in some cases, rental payments under leases that are usually based on a percentage of their sales. Management also uses this information to make decisions about future plans for the development of additional restaurants as well as evaluation of current operations.

	Year Ended December 31,		
	2010	**2009**	**2008**
Applebee's Restaurant Data			
Effective restaurants(a)			
Franchise	1,621	1,595	1,504
Company	380	401	486
Total	2,001	1,996	1,990
System-wide(b)			
Domestic sales percentage change(c)	(1.8)%	(2.1)%	(0.4)%
Domestic same-restaurant sales percentage change(d)	0.3%	(4.5)%	(2.2)%
Franchise(e)			
Domestic sales percentage change(c)(g)	(0.1)%	3.6%	1.6%
Domestic same-restaurant sales percentage change(d)	0.6%	(4.4)%	(2.4)%
Domestic average weekly unit sales (in thousands)	$ 45.8	$ 45.3	$ 47.2
Company			
Domestic sales percentage change(c)(g)	(8.4)%	(19.7)%	(6.1)%
Domestic same-restaurant sales percentage(d)	(1.3)%	(4.8)%	(1.3)%
Domestic average weekly unit sales (in thousands)	$ 40.4	$ 41.1	$ 43.1

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	Year Ended December 31,		
	2010	2009	2008
IHOP Restaurant Data			
Effective restaurants(a)			
Franchise	1,296	1,245	1,189
Company	11	11	10
Area license	164	161	158
Total	1,471	1,417	1,357
System-wide(b)			
Sales percentage change(c)	2.2%	5.6%	5.5%
Domestic same-restaurant sales percentage change(d)	0.0%	(0.8)%	1.5%
Franchise(e)			
Sales percentage change(c)	2.1%	6.3%	5.9%
Same-restaurant sales percentage change(d)	(0.1)%	(0.8)%	1.5%
Average weekly unit sales (in thousands)	$ 35.1	$ 35.1	$ 35.2
Company(f)	n.m.	n.m.	n.m.
Area License(e)			
IHOP sales percentage change(c)	3.3%	(1.6)%	3.1%

(a) "Effective restaurants" are the number of restaurants in a given fiscal period adjusted to account for restaurants open for only a portion of the period. Information is presented for all effective restaurants in the Applebee's and IHOP systems, which includes restaurants owned by the Company as well as those owned by franchisees and area licensees.

(b) "System-wide sales" are retail sales of Applebee's and IHOP restaurants operated by franchisees and IHOP restaurants operated by area licensees as reported to the Company, in addition to retail sales at Company-operated restaurants. Sales at restaurants that are owned by franchisees and area licensees are not attributable to the Company.

(c) "Sales percentage change" reflects, for each category of restaurants, the percentage change in sales in any given fiscal year compared to the prior fiscal year for all restaurants in that category. The fiscal years ended December 31, 2010 and 2008 each contained 52 weeks; the fiscal year ended December 31, 2009 contained 53 weeks.

(d) "Same-restaurant sales percentage change" reflects the percentage change in sales, in any given fiscal year compared to the prior fiscal year, for restaurants that have been operated throughout both fiscal periods that are being compared and have been open for at least 18 months. Because of new unit openings and restaurant closures, the restaurants open throughout both fiscal periods being compared will be different from period to period. Same-restaurant sales percentage change does not include data on IHOP restaurants located in Florida.

(e) Applebee's domestic franchise restaurant sales, IHOP franchise restaurant sales and IHOP area license restaurant sales for the years ended December 31, 2010, 2009 and 2008 were as follows:

Year Ended December 31,

Reported sales (unaudited)	**2010**	**2009**	**2008**
		(In millions)	
Applebee's franchise restaurant sales	$ 3,519.4	$ 3,523.1	$ 3,401.9
IHOP franchise restaurant sales	2,364.7	2,315.9	2,177.9
IHOP area license restaurant sales	220.0	214.9	218.4

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(f)

Sales percentage change and same-restaurant sales percentage change for IHOP company-operated restaurants are not meaningful ("n.m.") due to the relatively small number and test-market nature of the restaurants, along with the periodic inclusion of restaurants reacquired from franchisees that are temporarily operated by the Company.

(g)

The sales percentage change for Applebee's franchise and company-operated restaurants is impacted by the franchising of 83 company-operated restaurants during 2010, seven company-operated restaurants during 2009 and 103 company-operated restaurants during 2008.

The following tables summarize Applebee's and IHOP restaurant development and franchising activity. Applebee's information for 2007 is comprised of data from the 11-month period prior to the November 29, 2007 acquisition date and one month of Applebee's data subsequent to the acquisition date ("Pro Forma 2007"), with 2006 information representing data derived from Applebee's prior to the acquisition date ("Predecessor Applebee's").

	Year Ended December 31,				
	2010	**2009**	**2008**	**2007 (Pro forma)**	**2006 (1)**
Applebee's Restaurant Development Activity					
Total restaurants, beginning of year	2,008	2,004	1,976	1,930	1,804
New openings					
Company-developed			1	14	35
Franchisee-developed	27	33	48	66	108
Total new openings	27	33	49	80	143
Closings					
Company	(7)		(3)	(24)	(4)
Franchise	(18)	(29)	(18)	(10)	(13)
Total closings	(25)	(29)	(21)	(34)	(17)
Total restaurants, end of year	2,010	2,008	2,004	1,976	1,930
Summary end of year					
Franchise	1,701	1,609	1,598	1,465	1,409
Company	309	399	406	511	521
Total	2,010	2,008	2,004	1,976	1,930
Applebee's Franchise Restaurant Activity					
Domestic franchisee-developed	14	18	28	44	90
International franchisee-developed	13	15	20	22	18
Refranchised	83	7	103		
Total restaurants franchised	110	40	151	66	108
Closings					
Domestic franchise	(14)	(25)	(15)	(10)	(12)
International franchise	(4)	(4)	(3)		(1)
Total franchise closings	(18)	(29)	(18)	(10)	(13)
Reacquired by the Company					(4)
Net franchise restaurant additions	92	11	133	56	91

(1) Predecessor Applebee's

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The increase in Applebee's franchise closings in 2009 was due primarily to the closing of seven restaurants after the franchise agreements were terminated due to nonpayment of royalties and advertising fees. One of the seven restaurants re-opened under new ownership in 2009, one in 2010 and the Company expects one additional restaurant to re-open under new ownership in 2011.

	Year Ended December 31,				
	2010	**2009**	**2008**	**2007**	**2006**
IHOP Restaurant Development Activity					
Total restaurants, beginning of year	1,456	1,396	1,344	1,302	1,242
New openings					
Company-developed		1	1		4
Franchisee-developed	60	69	65	59	57
Area license	4	6	5	1	8
Total new openings	64	76	71	60	69
Closings					
Company	(2)		(1)	(2)	
Franchise	(10)	(14)	(16)	(12)	(8)
Area license	(4)	(2)	(2)	(4)	(1)
Total closings	(16)	(16)	(19)	(18)	(9)
Total restaurants, end of year	1,504	1,456	1,396	1,344	1,302
Summary end of year					
Franchise	1,329	1,279	1,225	1,176	1,132
Company	11	13	11	11	10
Area license	164	164	160	157	160
Total	1,504	1,456	1,396	1,344	1,302
IHOP Franchise Restaurant Activity					
Domestic franchisee-developed	55	62	62	57	57
International franchisee-developed	5	7	3	2	
Rehabilitated and refranchised	3	2	13	4	9
Total restaurants franchised	63	71	78	63	66
Closings					
Domestic franchisee	(10)	(14)	(15)	(12)	(8)
International franchisee			(1)		
Total franchise closings	(10)	(14)	(16)	(12)	(8)
Reacquired by the Company	(3)	(3)	(13)	(7)	(8)
Net franchise restaurant additions	50	54	49	44	50

Comparison of the fiscal years ended December 31, 2010 and 2009

Overview

Our 2010 financial results compared to 2009 were significantly impacted by (i) a loss on extinguishment of debt and temporary equity of $107.0 million primarily related to the write off of deferred financing costs, prepayment penalties and tender premiums associated with the October 2010 Refinancing; (ii) impairment charges in 2009 related to intangible and long-lived assets that did not recur in 2010; (iii) lower interest expense due to the opportunistic early retirement of securitized debt

with excess cash flow prior to the October 2010 Refinancing; and (iv) a 53rd calendar week included in fiscal 2009. In comparing the Company's financial results for 2010 to those of 2009, we note:

Revenues decreased $80.9 million to $1.33 billion in 2010 from $1.41 billion in 2009. The decline was primarily due to the net effect of franchising 83 company-operated Applebee's restaurants in 2010 and seven in 2009, a 53rd calendar week in fiscal 2009, a decline in same-restaurant sales of (1.3%) at Applebee's company-operated restaurants and the closure of seven Applebee's restaurants in 2010, partially offset by an increase in IHOP and Applebee's effective franchise units.

Segment profit for 2010 decreased $15.7 million, comprised as follows:

	Reported 2010 change in Segment Profit	Less: Impact of 53rd week in 2009	Adjusted change in 2010 Segment Profit
		(in millions)	
Franchise operations	$ 3.0	$ 5.9	$ 8.9
Company restaurant operations	(7.2)	4.6	(2.6)
Rental operations	(8.2)	2.4	(5.8)
Financing operations	(3.3)	0.3	(3.0)
Total segment profit	$ (15.7)	$ 13.2	$ (2.5)

The decrease in segment profit was primarily due to the impact of a 53rd calendar week in 2009, as reflected in the table above. Additionally, segment profit was reduced by a $7.7 million charge associated with an IHOP franchisee in default and by the net effect of franchising 90 company-operated Applebee's restaurants in 2010 and 2009, partially offset by an increase in IHOP effective franchise units, margin improvements in Applebee's company-operated restaurants and an increase in Applebee's same-restaurant sales.

Impairment and closure charges were $101.6 million lower than in 2009 primarily because there was no impairment of intangible assets in 2010.

Loss on extinguishment of debt was $107.0 million in 2010, primarily related to the successful October 2010 Refinancing, compared with gains on the extinguishment of debt of $45.7 million in 2009.

Interest expense was $15.0 million lower in 2010 compared to 2009 due to the early retirement of fixed rate debt and lower non-cash interest charges as the result of the October 2010 Refinancing.

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Franchise Operations

	2010	2009	Favorable (Unfavorable) Variance	% Change(1)
		(In millions)		
Franchise revenues				
Applebee's	$ 153.3	$ 154.0	$ (0.7)	(0.4)%
IHOP	149.0	148.0	1.0	0.7%
IHOP advertising	74.4	70.2	4.2	6.0%
Total franchise revenues	376.7	372.2	4.5	1.2%
Franchise expenses				
Applebee's	2.1	4.9	2.8	56.1%
IHOP	27.3	27.2	0.1	0.4%
IHOP advertising	74.4	70.2	(4.2)	(6.0)%
Total franchise expenses	103.8	102.3	(1.5)	(1.5)%
Franchise segment profit				
Applebee's	151.2	149.1	2.1	1.4%
IHOP	121.7	120.8	0.9	0.7%
Total franchise segment profit	$ 272.9	$ 269.9	$ 3.0	1.1%
Segment profit as % of revenue(1)	72.4%	72.5%		

(1) Percentages calculated on actual, not rounded, amounts

The decrease in Applebee's franchise revenues was primarily attributable to the impact of a 53rd week of operations in 2009 and revenues from temporary liquor license agreements related to franchised Applebee's company-operated restaurants in 2009 that did not recur, partially offset by increased franchise fees primarily related to the franchising of 83 company-operated Applebee's restaurants in 2010, a 0.6% increase in domestic same-restaurant sales and an increase in effective franchise restaurants. The increase in effective restaurants was due primarily to the franchising of 83 company-operated restaurants in the fourth quarter of 2010 and nine net franchise openings during 2010.

The increase in IHOP franchise revenue was primarily attributable to growth in effective franchise restaurants of 51 units that impacted revenues from franchise advertising fees and royalties, partially offset by the 53rd week in 2009 and a decrease in pancake and waffle dry mix revenues due to lower prices. Same-restaurant sales were effectively unchanged from 2009 as a higher average guest check was offset by a decline in guest traffic. The Company believes that the decline experienced in comparable guest traffic is reflective of the current adverse economic conditions affecting customers and impacting the restaurant industry as a whole.

The decrease in Applebee's franchise expenses was primarily due to costs associated with revenues from temporary liquor license agreements in 2009 that did not recur. The revenues and expenses related to the temporary liquor license agreements did not result in any significant segment profit in 2009.

The increase in IHOP franchise expenses was due to the costs of sales associated with the increased revenues from franchise advertising fees and higher bad debt expense, partially offset by lower costs of pancake and waffle dry mix sales. Applebee's franchise expenses are relatively smaller than IHOP's due to advertising expenses. 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, Applebee's national advertising fund constitutes an agency transaction and therefore is not recognized as franchise revenue and expense.

The increase in bad debt expense related primarily to a franchise operator of 40 IHOP franchise restaurants that defaulted on its obligations in the fourth quarter of 2010. We have fully reserved all amounts due from this franchisee as of December 31, 2010 which adversely impacted segment profit by approximately $2.0 million. The significant majority of the amounts reserved related to receivables incurred during the fourth quarter of 2010. The impacted restaurants are in the process of being sold to an existing IHOP franchisee.

The 53rd week contributed additional franchise segment profit of approximately $5.9 million in 2009.

Company Restaurant Operations

	2010	2009	Favorable (Unfavorable) Variance	% Change(1)
		(In millions)		
Company restaurant sales	$ 815.6	$ 890.0	$ (74.4)	(8.4)%
Company restaurant expenses	699.3	766.5	67.2	8.8%
Company restaurant segment profit	$ 116.3	$ 123.5	$ (7.2)	(5.9)%
Segment profit as % of revenue(1)	14.3%	13.9%		

(1) Percentages calculated on actual, not rounded, amounts

As of December 31, 2010, Company restaurant operations were comprised of 309 Applebee's company-operated restaurants and 11 IHOP company-operated restaurants. The impact of the IHOP restaurants on all comparisons of fiscal 2010 with the same period of 2009 was negligible.

Company restaurant sales declined $74.4 million. Applebee's company restaurant sales declined $74.1 million, of which $38.0 million was due to the franchising of 83 company-operated restaurants in the fourth quarter of 2010 and seven restaurants during 2009 and $20.7 million was due to the addition of a 53rd week of operations in the prior year. A decrease in domestic same-restaurant sales of 1.3% and the closure of seven restaurants in 2010 were responsible for the rest of the decline. The change in same-restaurant sales was driven mainly by a decline in guest traffic that was partially offset by a slightly higher average guest check. The higher average guest check is primarily the result of an increase of approximately 1.7% in menu pricing and favorable product mix changes. We believe the decline in comparable guest traffic is reflective of the current adverse economic conditions affecting customers and impacting the restaurant industry as a whole.

Company restaurant expenses declined $67.2 million. Applebee's company restaurant expenses declined $66.4 million due to the franchising of 83 restaurants in the fourth quarter of 2010, the impact of the 53rd week in 2009 and the closure of seven company operated restaurants. Operating margin for

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Applebee's company restaurant operations improved to 14.8% for 2010 from 14.4% for the same period of last year, as shown below:

Restaurant Expenses as Percentage of Restaurant Sales (Applebee's)	2010	2009	Favorable (Unfavorable) Variance
Food and beverage	25.5%	26.2%	0.7%
Labor	33.2%	33.3%	0.1%
Direct and occupancy	26.6%	26.1%	(0.5)%
Total Company restaurant expenses(a)	85.2%	85.6%	0.4%

(a) Percentages may not add due to rounding.

Margins across all cost categories were favorably impacted 1.6% due to menu price increases and promotional and product mix changes. Labor and direct and occupancy margins were unfavorably affected by approximately 1.0% by the impact of guest traffic declines on fixed cost components. Other margin changes in specific cost categories were as follows:

Food and beverage costs as a percentage of company restaurant sales decreased 0.3% primarily due to lower commodity cost (primarily poultry and oil) and improvement in waste reduction.

Labor costs as a percentage of restaurant sales decreased 0.1% due to improvements in hourly labor productivity, partially offset by higher group insurance cost.

Direct and occupancy costs as a percentage of company restaurant sales increased 0.5% due to increases in facility expenses for property and liability insurance and repair and maintenance, higher national gift card program cost and credit card fees, and the 53rd week in 2009.

The 53rd week contributed additional company restaurant segment profit of approximately $4.6 million for Applebee's in 2009.

Rental Operations

	2010	2009	Favorable (Unfavorable) Variance	% Change(1)
		(In millions)		
Rental revenues	$ 124.5	$ 133.9	$ (9.4)	(7.0)%
Rental expenses	96.1	97.3	1.2	1.2%
Rental operations segment profit	$ 28.4	$ 36.6	$ (8.2)	(22.4)%
Segment profit as % of revenue(1)	22.8%	27.3%		

(1) Percentages calculated on actual, not rounded, amounts

Rental operations relate primarily to IHOP restaurants. Rental income includes revenue from operating leases and interest income from direct financing leases. Rental expenses are costs of prime operating leases and interest expense on prime capital leases on franchisee-operated restaurants.

Rental segment profit decreased by $8.2 million. Of that decrease, $5.7 million was due to the write-off of lease receivable cost in accordance with United States GAAP ("U.S. GAAP") for long-term leases, associated with 21 of the 40 franchise restaurants operated by the franchisee discussed under Franchise Operations above. Another $2.4 million of the decrease in segment profit was due to the 53rd week of operations in 2009.

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Financing Operations

	2010	2009	Favorable (Unfavorable) Variance	% Change(1)
		(In millions)		
Financing revenues	$ 16.2	$ 17.9	$ (1.7)	(9.2)%
Financing expenses	2.0	0.4	(1.6)	(431.9)%
Financing operations segment profit	$ 14.2	$ 17.5	$ (3.3)	(18.5)%
Segment profit as % of revenue(1)	87.9%	97.9%		

(1) Percentages calculated on actual, not rounded, amounts

All of our financing operations relate to IHOP restaurants. Financing revenues were lower due to a decline in franchise and equipment note interest as note balances decline and the impact of the 53rd week in 2009, partially offset by an increase in revenue from resale of rehabilitated franchise restaurants. Financing expenses were higher due to an increase in the cost associated with resale of rehabilitated franchise restaurants.

The 53rd week contributed additional financing segment profit of approximately $0.3 million in 2009.

Other Expense and Income Components

	2010	2009	Favorable (Unfavorable) Variance	% Change(1)
		(In millions)		
General and administrative expenses	$ 159.7	$ 158.5	$ (1.2)	(0.6)%
Interest expense	171.5	186.5	15.0	8.0%
Impairment and closure charges	3.5	105.1	101.6	96.7%
Amortization of intangible assets	12.3	12.3		
Loss (gain) on extinguishment of debt and temporary equity	107.0	(45.7)	(152.7)	(334.1)%
Gain on disposition of assets	(13.6)	(6.9)	6.7	95.4%
Other expense (income)	3.6	1.3	(2.3)	(183.1)%
Income tax (benefit) provision	(9.3)	5.2	14.5	279.6%

(1) Percentages calculated on actual, not rounded, amounts

General and Administrative Expenses

General and administrative expenses increased $1.2 million, primarily due to an increase in stock-based compensation expenses, higher salaries and benefits, higher travel costs and higher recruiting and relocation costs. Stock-based compensation costs increased primarily due to the acceleration of expenses due to changes resulting from vesting of certain equity grants to directors and the retirement of an executive and the impact of a higher stock price on equity grants accounted for as liabilities. The increase in salaries and benefits is primarily due to an increase in managers and related training costs and the filling of open positions at Applebee's. The increase in recruiting costs was primarily due to the hiring of more executive level positions in 2010.

Partially offsetting these increases were the absence of one-time costs of $6.3 million incurred in February 2009 related to the establishment of a purchasing co-operative and lower professional services expenses.

Interest Expense

The $15.0 million decrease in interest expense is primarily due to the retirement of long-term debt prior to the October 2010 Refinancing and lower non-cash amortization of deferred financing costs subsequent to the October 2010 Refinancing. During 2010 and 2009, we retired $280 million of Series 2007-1 Class A-2-II-X and Series 2007-1 Class A-2-II-A Senior Notes carrying fixed interest rates of approximately 7.1%. Based on the average balances of debt outstanding over the respective years, interest expense was approximately $9 million lower in 2010 because of the retirements.

Non-cash amortization of deferred financing costs, debt discount and effective portion of loss on an interest swap was approximately $40 million per year prior to the October 2010 Refinancing, while non-cash amortization of deferred financing costs and debt discount is approximately $6 million per year after the October 2010 Refinancing.

Impairment and Closure Charges

Impairment and closure charges for the years ended December 31, 2010 and 2009 were as follows:

	Year Ended December 31, 2010	Year Ended December 31, 2009
	(In millions)	
Tradename impairment	$	$ 93.5
Long-lived tangible asset impairment	1.5	10.4
Closure charges	2.0	1.2
Total impairment and closure charges	$ 3.5	$ 105.1

Goodwill

In accordance with U.S GAAP, goodwill must be evaluated for impairment, at a minimum, on an annual basis, and more frequently if we believe indicators of impairment exist. Such indicators include, but are not limited to, events or circumstances such as a significant adverse change in the business climate, unanticipated competition, a loss of key personnel, adverse legal or regulatory developments, or a significant decline in the market price of our common stock. In the process of the annual impairment review, we primarily use the income approach method of valuation that uses a discounted cash flow model to estimate the fair value of reporting units. Significant assumptions used in the discounted cash flow model include future trends in sales, operating expenses, overhead expenses, depreciation, capital expenditures, and changes in working capital, along with an appropriate discount rate. During the course of fiscal 2010 and 2009 we made periodic assessments as to whether there were indicators of impairment, particularly with respect to the significant assumptions underlying the discounted cash flow model. In each year we determined an interim test of goodwill was not warranted. Accordingly, we performed the annual test of goodwill impairment in the fourth quarter of 2010 and 2009. In performing the first step of the impairment test, the estimated fair value of both the IHOP and Applebee's franchised restaurant units exceeded their respective carrying values and we concluded there was no impairment of goodwill in either 2010 or 2009.

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Tradename Impairment

In accordance with U.S. GAAP, indefinite-lived intangible assets must be evaluated for impairment, at a minimum, on an annual basis, and more frequently if we believe indicators of impairment exist. Such indicators include, but are not limited to, events or circumstances such as a significant adverse change in the business climate, unanticipated competition, a loss of key personnel, adverse legal or regulatory developments, or a significant decline in the market price of our common stock. In performing the impairment review of the tradename intangible asset, we primarily use 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 include future trends in sales, a royalty rate and a discount rate to be applied to the forecast revenue stream. During the course of fiscal 2010 and 2009, we made periodic assessments as to whether there were indicators of impairment, particularly with respect to the significant assumptions noted above. As a result of these assessments, we determined an interim test of indefinite-lived intangibles was not necessary in either 2010 or 2009.

During the fourth quarter of 2010, we performed the annual test of impairment for indefinite-lived intangibles, primarily the Applebee's tradename assigned in the purchase price allocation. We determined the estimated fair value of our indefinite-lived intangible assets exceeded the carrying values and in the absence of other indicators of impairment we concluded no impairment was necessary. During the fourth quarter of 2009, we performed the annual test of impairment for indefinite-lived intangibles. As the result of the test, the estimated fair value of the tradename was less than the carrying value and an impairment of $93.5 million was recognized, along with a related tax benefit of $37.2 million.

Long-lived Tangible Asset Impairment and Closure Costs

On a quarterly basis, we assess whether events or changes in circumstances have occurred that potentially indicate the carrying value of tangible long-lived assets, primarily assets related to company-operated restaurants, may not be recoverable. 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 lives or remaining lease terms, 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 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. The fair value is primarily determined by discounting the future cash flows based on our cost of capital.

As the result of performing these assessments throughout 2010, we recognized impairments of long-lived tangible assets of $1.5 million. In October 2010 we sold 63 company-operated Applebee's restaurants located in Minnesota and Wisconsin. We had fee ownership of the properties on which three of the restaurants were located. Our strategy does not contemplate retaining such properties as a lessor on a long-term basis. The properties were transferred to assets held for sale and an impairment of $0.7 million was recorded based on the estimated sales price. We also placed a single restaurant and the land on which it is situated up for sale. In accordance with criteria under U.S. GAAP we transferred the fair value of the assets related to this restaurant, as determined by the estimated sales price, to assets held for sale and an impairment of $0.5 million was recognized. Other minor impairments totaled $0.3 million.

Closure charges in 2010 of $2.0 million related primarily to two company-operated IHOP Cafe restaurants (a non-traditional restaurant test format that was evaluated but will no longer be utilized) and to the closure of a company-operated Applebee's restaurant in China.

As the result of performing these assessments throughout 2009, we recognized impairments of long-lived tangible assets of $10.4 million in 2009. The impaired assets comprised three IHOP company-operated restaurants, various assets related to one IHOP franchise restaurant, one Applebee's company-operated restaurant, a write-down to the estimated sales value based on a current letter of intent of one Applebee's restaurant that had been closed in a prior period and included in assets held for sale as of December 31, 2008 and four parcels of Applebee's real estate. We had fee ownership of the properties on which four Applebee's company-operated restaurants were located. These restaurants were franchised in the fourth quarter of 2008 but we retained ownership of the land and continued to lease the property to the franchisee. Our strategy does not contemplate retaining such properties as a lessor on a long-term basis. During the third quarter of 2009, we determined the properties met the requirements under U.S. GAAP to be reclassified as assets held for sale. The properties were written down to the estimated fair value that will be received upon sale. We evaluated the causal factors of all impairments of long-lived assets as they were recorded during 2010 and 2009 and concluded they were based on factors specific to each asset and were not potential indicators of an impairment of goodwill, indefinite-lived intangible assets or other long-lived assets. Closure costs of $1.2 million related to two IHOP franchise restaurants.

Loss/Gain on Extinguishment of Debt and Temporary Equity

In 2010, we recognized a loss on extinguishment of debt and temporary equity of $107.0 million compared with a gain on extinguishment of debt of $45.7 million in 2009. The loss in 2010 was comprised of charges of $110.2 million resulting from the October 2010 Refinancing and the redemption of Series A Stock and a $1.4 million loss on extinguishment of debt subsequent to the October 2010 Refinancing, partially offset by gains on extinguishment of debt of $4.6 million. The charges consisted of approximately $64 million of deferred financing costs associated with our previous securitized debt structure, including the remaining balance in Accumulated Other Comprehensive Income of a loss related to an interest rate swap designated as a cash flow hedge, and approximately $46 million of prepayment costs and tender premiums associated with the retirement of the securitized debt. Tender premiums associated with the Series A Stock were included as dividends paid and not part of the loss on extinguishment.

During 2010 (prior to the October 2010 Refinancing) and 2009, we recognized the following gains on the early retirement of debt:

Transaction Date	Instrument	Face Amount Retired	Cash Paid	Gain(1)
			(In millions)	
March 2010	Class A-2-II-X	$ 48.7	$ 43.8	$ 3.5
June 2010	Class A-2-II-X	19.5	18.0	1.1
	Total 2010	$ 68.2	$ 61.8	$ 4.6
March, 2009	Class A-2-II-X	$ 78.4	$ 49.0	$ 26.4
May, 2009	Class A-2-II-A	35.2	24.3	9.6
June, 2009	Class A-2-II-X	15.6	12.1	2.8
November, 2009	Class A-2-II-X	53.4	46.5	5.3
December, 2009	Class A-2-II-X	17.0	15.0	1.6
	Total 2009	$ 199.6	$ 146.9	$ 45.7

(1) After write-off of the discount and deferred financing costs related to the debt retired.

We may continue to dedicate a portion of excess cash flow towards opportunistic debt retirement. However, our debt no longer trades at a discount to face value, therefore future retirements will most likely result in a loss on retirement due to the write-off of the discount and deferred financing costs related to the debt retired.

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Gain on Disposition of Assets

We recognized a gain on disposition of assets of $13.6 million in 2010, primarily related to the franchising of 63 Applebee's restaurants in the Minnesota market and 20 restaurants in the Roanoke and Lynchburg markets in Virginia. We recognized a gain on disposition of assets of $6.9 million in 2009, primarily related to the franchising of seven Applebee's restaurants in the New Mexico market and sale of a parcel of land held by IHOP.

Other Expense (Income)

In 2010, other items of income and expense netted to an expense of $3.6 million compared to an expense of $1.3 million in 2009. The primary reason for the change was several individually insignificant gains in 2009 did not recur in 2010.

Income Tax (Provision) Benefit

We recognized a tax benefit of $9.3 million in 2010 as compared to a tax provision of $5.2 million in 2009. The change was primarily due to the decrease in pre-tax income resulting from the one time expenses related to the debt refinancing. The 2010 effective tax rate benefit of 76.9% applied to pretax book income was significantly different from the statutory federal tax rate of 35% primarily due to the decrease in pre-tax income resulting from the one-time expenses related to the debt refinancing, changes in unrecognized tax benefits and tax credits. The tax credits are primarily FICA tip and other compensation-related tax credits associated with Applebee's company-owned restaurant operations and credits associated with the Applebee's Restaurant Support Center in Lenexa, Kansas.

Comparison of the fiscal years ended December 31, 2009 and 2008

Overview

Our 2009 financial results were significantly impacted by (i) impairment charges related to intangible and long-lived assets; (ii) gains on the opportunistic early retirement of debt with excess cash flow; (iii) reductions of general and administrative and interest expenses; (iv) a 53^{rd} calendar week included in fiscal 2009; and (v) the franchising of 110 Applebee's company-operated restaurants since the second quarter of 2008. In comparing the Company's financial results for 2009 to those of 2008, we note:

Revenues decreased $200.0 million to $1.4 billion in 2009 from $1.6 billion in 2008. The decline was primarily due to the net effect of franchising 110 company-operated Applebee's restaurants since the second quarter of 2008 and a decline in IHOP and Applebee's same-restaurant sales, partially offset by an increase in IHOP and Applebee's effective franchise units.

Segment profit for 2009 increased $13.8 million, comprised as follows:

Franchise operations	$ 12.9
Company restaurant operations	(1.5)
Rental operations	3.3
Financing operations	(0.9)
Total segment profit	$ 13.8

The increase was primarily due to the favorable impact of the 53rd week, an increase in IHOP and Applebee's effective franchise units and margin improvements in Applebee's company-operated restaurants partially offset by the net effect of franchising 110 company-operated Applebee's restaurants since the second quarter of 2008 and a decline in Applebee's and IHOP same-restaurant sales.

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Impairment and closure charges were $135.5 million lower than 2008. While we recognized an impairment of intangible assets in 2009 that was higher than in 2008, there was no impairment of goodwill in 2009 and impairments of tangible assets were lower in 2009 than in 2008.

Gains on the extinguishment of debt totaled $45.7 million in 2009 compared to $15.2 million in 2008.

General and administrative expenses decreased $23.8 million due primarily to the franchising of 110 Applebee's company-operated restaurants, integration of Applebee's and IHOP administrative functions, transition-related costs from 2008 that did not recur, other cost reduction initiatives implemented in 2009 and lower stock-based compensation expense.

Interest expense was $16.7 million lower in 2009 compared to 2008 due to the early retirement of fixed rate debt and lower interest rates on the Company's variable rate lines of credit.

Franchise Operations

	2009	2008	Favorable (Unfavorable) Variance	% Change(1)
		(In millions)		
Franchise revenues				
Applebee's	$ 154.0	$ 148.4	$ 5.6	3.8%
IHOP	148.0	138.6	9.4	6.8%
IHOP advertising	70.2	66.3	3.9	5.8%
Total franchise revenues	372.2	353.3	18.9	5.3%
Franchise expenses				
Applebee's	4.9	4.1	(0.8)	(19.2)%
IHOP	27.1	25.8	(1.3)	(5.2)%
IHOP advertising	70.2	66.3	(3.9)	(5.8)%
Total franchise expenses	102.2	96.2	(6.0)	