Dine Brands Global, Inc.
Form 10-K
February 20, 2018
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K
(Mark
One)

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

For the fiscal year ended December 31, 2017
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
Dine Brands Global, Inc.
(Exact name of registrant as specified in its charter)

Delaware	95-3038279
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
450 North Brand Boulevard, Glendale, California	91203-2306
(Address of principal executive offices)	(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 x 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 x
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 x 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 x No o
Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§232.405) 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. x
Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company or an emerging growth company. See definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.
Large accelerated filer x
Accelerated filer o

Non-accelerated filer o (Do not check if a smaller reporting company) Smaller reporting company o Emerging growth company o

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act o

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

State the aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant as of June 30, 2017: $750.2 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 13, 2018
Common Stock, $.01 par value	17,997,911

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Proxy Statement for the Annual Meeting of Stockholders to be held on Tuesday, May 15, 2018 (the “2018 Proxy Statement”) are incorporated by reference into Part III.

DINE BRANDS GLOBAL, INC. AND SUBSIDIARIES
Annual Report on Form 10-K
For the Fiscal Year Ended December 31, 2017
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Cautionary Statement Regarding Forward-Looking Statements

Statements contained in this Annual Report on Form 10-K may constitute “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. 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,” “would,” “should,” “could,” “expect,” “anticipate,” “believe “estimate,” “intend,” “plan,” “goal” and other similar expressions. You should consider our forward-looking statements in ligh of the risks discussed under the heading “Risk Factors,” 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 United States Securities and Exchange Commission. The forward-looking statements contained in this report are made as of the date hereof and the Company does not intend to, nor does it assume any obligation to, update or supplement any forward-looking statements after the date of this report to reflect actual results or future events or circumstances. Factors that could cause actual results to differ materially from the projections, forecasts, estimates and expectations discussed in this Annual Report on Form 10-K include, among other things: general economic conditions; our level of indebtedness; compliance with the terms of our securitized debt; our ability to refinance our current indebtedness or obtain additional financing; our dependence on information technology; potential cyber incidents; the implementation of restaurant development plans; our dependence on our franchisees; the concentration of our Applebee’s franchised restaurants in a limited number of franchisees; the financial health of our franchisees; our franchisees’ and other licensees’ compliance with our quality

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standards and trademark usage; general risks associated with the restaurant industry; potential harm to our brands' reputation; possible future impairment charges; the effects of tax reform; trading volatility and fluctuations in the price of our stock; our ability to achieve the financial guidance we provide to investors; successful implementation of our business strategy; the availability of suitable locations for new restaurants; shortages or interruptions in the supply or delivery of products from third parties or availability of utilities; the management and forecasting of appropriate inventory levels; development and implementation of innovative marketing and use of social media; changing health or dietary preference of consumers; risks associated with doing business in international markets; the results of litigation and other legal proceedings; third-party claims with respect to intellectual property assets; our ability to attract and retain management and other key employees; compliance with federal, state and local governmental regulations; risks associated with our self-insurance; natural disasters or other series incidents; our success with development initiatives outside of our core business; the adequacy of our internal controls over financial reporting and future changes in accounting standards.

Fiscal Year End

We have a 52/53 week fiscal year ending on the Sunday nearest to December 31 of each year. For convenience, in this annual report on Form 10-K, we refer to all fiscal years as ending on December 31 and all interim fiscal quarters as ending on March 31, June 30 and September 30 of the respective fiscal year. There were 52 calendar weeks in our 2017 and 2016 fiscal years that ended on December 31, 2017 and January 1, 2017, respectively, and 53 calendar weeks in our 2015 fiscal year that ended January 3, 2016.

PART I

Item 1. Business

Dine Brands Global, Inc.SM, together with its subsidiaries (referred to as the “Company,” “Dine Brands Global,” “we,” “our” and “us”), owns and franchises the Applebee's Neighborhood Grill & Bar® (“Applebee's”) concept in the bar and grill segment within the casual dining category of the restaurant industry and the International House of Pancakes® (“IHOP”) concept in the family dining category of the restaurant industry. References herein to Applebee's® and IHOP® restaurants are to these two restaurant concepts, whether operated by franchisees or area licensees and their sub-licensees. As of December 31, 2017, all of our 3,722 restaurants across both brands were franchised. We believe this franchised business model requires less capital investment and general and administrative overhead, generates higher gross profit margins and reduces the volatility of adjusted free cash flow performance, as compared to a business model based on owning a significant number of company-operated restaurants.

We generated revenue from five operating segments during the year ended December 31, 2017, comprised as follows:

- Our two franchise operations - primarily royalties, fees and other income from 1,936 Applebee’s franchised restaurants and 1,786 IHOP franchised and area licensed restaurants;
- Rental operations - primarily rental income derived from lease or sublease agreements covering 693 IHOP franchised restaurants and one Applebee’s franchised restaurant;
- Financing operations - primarily interest income from approximately $80 million of receivables for equipment leases and franchise fee notes generally associated with IHOP franchised restaurants developed before 2003; and
- Company restaurant operations - retail sales from 10 IHOP company restaurants we operated until June 2017.

Most of our revenue is derived from domestic sources within these five operating segments, with approximately 97% of our total 2017 revenues being generated from our franchise and rental operations. Revenue derived from all international operations comprised approximately 3% of total consolidated revenue for the year ended December 31, 2017. At December 31, 2017, there were no long-lived assets located outside of the United States. See Note 18 - Segment Reporting, of the Notes to the Consolidated Financial Statements included in this report for additional segment information.

This report should be read in conjunction with the cautionary statements under “Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations - Cautionary Statement Regarding Forward-Looking Statements.”

Our Goal

Our goal is to return to growth and continue to create significant future value for shareholders and franchisees.

Our Strategic Priorities

We are focused on generating strong adjusted free cash flow and returning a substantial portion of it to stockholders. Since announcing in 2013 our capital allocation strategy to return the majority of adjusted free cash flow to our stockholders, we have returned over $500 million over the last five years, through a combination of quarterly cash dividends and stock repurchases.

To build value, we seek to maximize our business by focusing on the following key strategic priorities:

- Evolve strong brands and drive same-restaurant sales growth;
- Facilitate franchisee restaurant development; and
- Maintain strong financial discipline.

Our fundamental approach to brand building centers on a strategic combination of initiatives to continually innovate and evolve our existing brands as well as explore small investments in or acquisitions of new concepts. We have shifted our philosophy to one of actively supporting our brands, not overseeing them. Our management team has been restructured, establishing more responsibility and accountability at the brand level to create greater efficiency for both brands. We are making strategic investments to ensure the brands have the resources necessary to succeed. We are investing in store remodel design and culinary innovation to enhance the guest experience. In partnership with our franchisees, significant investments have been made and will continue to be made in marketing across traditional and digital channels to drive traffic to our restaurants. We are placing greater emphasis on quantitative analytics to know who our guests are, what matters to them and why they care about our brands. We are investing in technology to create more ways for customers to access our brands and in new growth platforms such as on-line ordering and

delivery.
We will continue to prioritize the return of a substantial portion of our adjusted free cash flow to stockholders. We have reduced the quarterly dividend on our common stock to $0.63 per share, effective with the first quarter 2018 dividend. We believe this action allows for greater flexibility to provide for meaningful opportunistic stock repurchases in the future.

Our History

The first IHOP restaurant opened in 1958 in Toluca Lake, California. Since that time, the Company and its predecessors have engaged in the development, franchising and operation of IHOP restaurants. Prior to 2003, new IHOP restaurants were generally developed by us, and we were involved in all aspects of the construction and financing of the restaurants. We 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, we 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. We refer to this as our "Previous IHOP Business Model," which accounts for most of the activity in our rental and financing operations.

For most IHOP restaurants opened after 2003, the franchisee is primarily responsible for the development and financing of the restaurant. In general, we no longer provide any financing with respect to the franchise fee, restaurant site or equipment. The franchisee uses its own capital and financial resources along with third-party financial sources obtained by the franchisee to purchase or lease a restaurant site, build and equip the business and fund its working capital needs. We refer to this as our "Current IHOP Business Model."

The first restaurant in what became the Applebee's chain opened in 1980 in Decatur, Georgia. In November 2007, we completed the acquisition of Applebee's International, Inc., which comprised 1,455 franchised restaurants and 510 company-operated restaurants at the time of the acquisition. Since the acquisition, we have refranchised all of the Applebee's company-operated restaurants and the Applebee's system became 100% franchised in July 2015.

Restaurant Concepts

Applebee's

We franchise Applebee's restaurants in the bar and grill segment within the casual dining category of the restaurant industry. Each Applebee's restaurant offers a lively, casual dining, table service experience combining simple American fare with flair, classic drinks and local drafts - all for a moderate price. All Applebee's restaurants are owned and operated by franchisees dedicated to serving their communities and offering quality food and drinks with genuine, neighborly service.

Our menu features a selection of craveable grill and bar fare, such as appetizers, bar snacks, burgers, classic entrees and lighter fare, as well as cocktails, beers and desserts. Our commitment to industry-leading innovation is evident behind such products as Topped Steaks and Twisted Potatoes and Big & Bold Grill Combos. For guests looking for wholesome ingredients, satisfying portions, loaded with flavors and not calories, our Lighter Fare options include meals under 600 calories like the Shrimp Wonton Stir Fry or Cedar Grilled Lemon Chicken. To reinforce our connection to the communities in which we operate, we re-introduced our "Eatin' Good in the Neigborhood" ad campaign in 2017.

As of December 31, 2017, 60 franchise groups operated 1,936 Applebee's franchise restaurants. These restaurants were located in 50 states within the United States, in two United States territories and in 15 countries outside of the United States. The June 19, 2017 issue of Nation's Restaurant News reported that Applebee's was the largest casual dining concept in terms of 2016 United States system-wide sales.

IHOP

We franchise restaurants in the family dining category of the restaurant industry under the names IHOP and International House of Pancakes. IHOP restaurants feature full table service and high quality, moderately priced food and beverage offerings in an attractive and comfortable family atmosphere. Although the restaurants are best known for their award-winning pancakes, omelets and other breakfast specialties, IHOP restaurants also offer a variety of lunch, dinner and snack items. IHOP restaurants are open throughout the day and evening hours. Approximately half of IHOP restaurants operate 24 hours a day, seven days a week, with 226 additional restaurants operating 24 hours a day for some portion of the week. After announcing the most comprehensive remodel program in our brand's 60-year history in late 2015, our domestic franchisees remodeled 620 of their restaurants in 2017 and 2016, representing approximately 37% of domestic IHOP restaurants. We continued our culinary innovation throughout 2017 with product offerings such as Latte Lovers Pancakes and Cheesecake Stuffed French Toast. With the 2017 roll-out of our new "IHOP 'N Go" mobile ordering technology, IHOP is now more accessible than ever.

As of December 31, 2017, 321 franchise groups operated 1,786 IHOP franchise and area license restaurants. These restaurants were located in all 50 states within the United States, in the District of Columbia, in three United States territories and in 13 countries outside of the United States. We no longer operate any company-owned restaurants, but we may operate, on a temporary basis until refranchised, IHOP restaurants that we re-acquire for a variety of reasons from IHOP franchisees. The June 19, 2017 issue of Nation's Restaurant News reported that IHOP was the largest family dining concept in terms of 2016 United States system-wide sales.

See Item 2 - Properties, for the geographic location of all Applebee’s and IHOP restaurants.

Franchising

Franchisee Relationships

We highly value good relationships with our IHOP and Applebee's franchisees and strive to maintain positive working relationships with them. For several years, IHOP and Applebee’s franchisees have participated in Company-sponsored advisory groups. These groups provide a forum for franchisees to share demonstrated best practices, offer counsel and review successful strategies, while working side-by-side with management of the Applebee's and IHOP brands. Applebee’s sponsors its Franchise Brand Council (“FBC”), which consists of eight franchisee representatives. One franchisee representative, the founder of Applebee's, is a member for life, while the other franchisee representatives are elected by our franchisees. IHOP sponsors its Franchise Leadership Council (“FLC”), an elected and appointed body of 12 IHOP franchisees. The Applebee's FBC and the IHOP FLC assist Applebee's and IHOP senior management in key areas of the business and strategy, including brand marketing, operations, restaurant development, information technology, menu, and innovation.

Franchise Agreements and Fees

Franchise arrangements for Applebee's restaurants typically consist of a development agreement and a separate franchise agreement for each restaurant. Development agreements grant to the franchisee the exclusive right to develop Applebee's restaurants within 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 initial development periods of one to five years as agreed upon by us and the franchisee. At or shortly prior to the completion of the initial development schedule or any subsequent supplemental development schedule, we and the franchisee generally execute supplemental development schedules providing for the development of additional Applebee's restaurants in the franchisee's exclusive territory.

Prior to the opening of each new Applebee's restaurant, we enter into a separate franchise agreement with the franchisee for that restaurant. Our current standard domestic Applebee's franchise agreement provides for an initial term of 20 years and provides an option for four successive renewal terms, in five-year increments, for up to an additional 20 years, upon payment of an additional franchise fee. Our current standard domestic Applebee's franchise arrangement calls for a development fee equal to $10,000 for each Applebee's restaurant that the franchisee contracts to develop and an initial franchisee fee of $35,000 for each restaurant developed (against which the $10,000 development fee will be credited) and a royalty fee equal to 4% of the restaurant's monthly gross sales. We have agreements with most of our franchisees for Applebee's restaurants opened before January 1, 2000, which provide for a royalty rate of 4%. The terms, royalty rate and advertising fees under a limited number of franchise agreements and other franchise fees under older development agreements vary from the currently offered arrangements.

Under the Current IHOP Business Model, a potential franchisee that is approved first enters into a single-restaurant franchise agreement, a single-restaurant development agreement, or a multi-restaurant development agreement with us and is responsible for the development and financing of one or more new IHOP franchised restaurants. Our current standard domestic IHOP franchise agreement typically provides for an initial term of 20 years and permits one renewal for a term of 10 years, upon payment of a renewal fee of $10,000.

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

The principal commercial terms of the franchise arrangements under the Previous IHOP Business Model and the Current IHOP 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, lease or sublease rents for the restaurant property and building, and interest income from any franchise fee notes and equipment leases.

Development of Applebee's and IHOP restaurants outside of the United States has historically been conducted through a separate development agreement and franchise agreement. More recently, certain franchisees have entered into a multi-unit franchise agreement that governs the rights and obligations to develop a territory, in addition to terms of operating each restaurant opened in the territory. The term of a franchisee's exclusive right to develop a territory expires when the agreement's development schedule is completed. The term to operate the restaurant is typically 20 years, subject to applicable renewals.

In limited 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. We have the contractual right, subject to applicable law, to terminate a development and franchise agreement for a variety of reasons, such as a franchisee's failure to make required payments when due, failure to timely develop restaurants and failure to adhere to specified brand policies and standards.

Advertising Fees

We currently require domestic franchisees of Applebee's restaurants to contribute 3.25% of their gross sales to a national advertising fund, which funds the development of national promotions, television and radio commercials and print advertising materials. Applebee's franchisees are also required to spend at least 0.5% 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. Virtually all Applebee's franchisees have entered into an amendment to their franchise agreements that increased their contribution to the Applebee's national advertising fund (the "Applebee's NAF") to 3.50% of their gross sales and decreased their minimum local promotional expenditures by 0.25% of their gross sales, in each case, for the period from January 1, 2018 to December 31, 2019. Such franchisees have also agreed to an incremental temporary increase in the advertising contribution rate, subject to certain contingencies.

IHOP franchisees allocate a percentage of their sales to local advertising cooperatives and a national advertising fund (the "IHOP NAF"). The IHOP franchise agreements generally provide for advertising fees comprised of (i) a local advertising fee generally equal to 2.0% of weekly gross sales under the franchise agreement, which is 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.

The local IHOP advertising cooperatives have historically used advertising fees for various local marketing programs. The IHOP NAF is primarily used for buying media and national advertising, in addition to the related production costs. The IHOP NAF is also used to defray certain expenses associated with our marketing and advertising functions. Beginning in 2005, and every year thereafter, we 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.

In 2014, we and franchisees whose restaurants account for a large majority of total annual contributions to the IHOP NAF entered into franchise agreement amendments that increased the advertising contribution percentage of those restaurants' gross sales. Pursuant to the amendment, for the period from June 30, 2014 to December 31, 2014, 2.74% of each participating restaurant's gross sales was contributed to the IHOP NAF and 0.76% was contributed to local advertising cooperatives. For the period from January 1, 2015 to December 31, 2017, 3.50% of each participating restaurant's gross sales was contributed to the IHOP NAF with no significant contribution to local advertising cooperatives required. The amended advertising contribution percentage was also applicable to all new franchise agreements and to IHOP company-operated restaurants open at the time. In 2016, we and franchisees whose restaurants account for a large majority of total annual contributions to the IHOP NAF extended this additional contribution through 2022.

Franchise advertising fees designated for the IHOP NAF and local marketing and advertising cooperatives are recognized as revenue and expense of franchise operations. However, because we have less contractual control over Applebee's advertising expenditures, Applebee's NAF activity has not historically been recognized as franchise revenue and expense. However, effective with the adoption in 2018 of accounting guidance promulgated by the Financial Accounting Standards Board with respect to revenue recognition, we will treat contributions to and expenditures from the Applebee's NAF as revenue and expense of franchise operations, as is currently done with contributions to and expenditures from the IHOP NAF. See Note 2 - Basis of Presentation and Summary of Significant Accounting Policies, of the Notes to the Consolidated Financial Statements.

IHOP Area License Agreements

We have entered into two long-term area license agreements for IHOP restaurants covering the state of Florida and certain counties in the state of Georgia, and the province of British Columbia, Canada. The area license agreements provide the licensees with the right to develop and franchise new IHOP restaurants in their respective territories and provide for royalties ranging from 1.0% to 2.0% of gross sales and advertising fees ranging from 0.25% to approximately 2.0% of gross sales. During 2014, the advertising fee contribution provisions of the Florida area license agreement were amended for the period through December 31, 2017 on substantially similar terms as the franchise agreement amendment described above and such amendments were subsequently extended through 2022. We also derive revenues from the sale of proprietary products to these area licensees and, in certain instances, to their sub-franchisees. Revenues from our area licensees are included in franchise operations revenues.

As of December 31, 2017, the area licensee for the state of Florida and certain counties in Georgia operated or sub-franchised a total of 152 IHOP restaurants. The area licensee for the province of British Columbia, Canada operated or sub-franchised a total of 12 IHOP restaurants. The area license for British Columbia expires in 2026. The area license for Florida and Georgia expires in 2119.

Other Franchise-related Revenues and Fees

Approximately 87% of franchise segment revenue for the year ended December 31, 2017 consisted of Applebee's and IHOP royalties and advertising revenue from domestic IHOP restaurants and international restaurants of both brands. Most of the remaining 13% consisted of sales of proprietary products (primarily IHOP pancake and waffle dry-mixes), initial franchise and renewal fees and software maintenance and support fees. Depending on circumstances, we may seek to recover a portion of any royalties and fees lost due to early termination of a franchise agreement; however, not all franchise restaurant closures necessarily result in our receipt of such fees.

International Franchising

We continue to pursue international franchising of the Applebee's and the IHOP concepts. To this end, we seek qualified franchisees that possess the financial, development and operational resources needed to open multiple restaurants in each territory and are experienced conducting business in the development territory. We work closely with our international franchisees to develop and implement the Applebee's and IHOP systems outside the United States, recognizing commercial, cultural and dietary diversity. Differences in tastes and cultural norms and standards require that we be flexible and pragmatic regarding many elements of the Applebee's and IHOP systems, including menu, restaurant design, restaurant operations, training, marketing, purchasing and financing.

The success of further international expansion will depend on, among other things, local acceptance of the Applebee's and IHOP concepts 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.

Domestic and International Franchise Restaurant Development

Each franchisee is responsible for selecting the site for each new restaurant. We may consult with franchisees when they are selecting appropriate sites, and selections made by franchisees are subject to our approval. We also conduct a physical inspection, review any proposed lease or purchase agreement for compliance with our requirements and may make available to franchisees demographic and other studies for domestic restaurants. 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.

As of December 31, 2017, we had signed commitments from IHOP franchisees to build 298 IHOP restaurants over the next 15 years, comprised of four restaurants under single restaurant or non-traditional development agreements, 190 restaurants under domestic multi-restaurant development agreements and 104 restaurants under international development agreements. The signed agreements include options to build an additional 40 restaurants over the next 12 years, primarily under domestic multi-restaurant development agreements. As of December 31, 2017, Applebee’s development agreements in place call for the opening of 35 international restaurants over the next six years. While Applebee's also has domestic development agreements in place, we do not expect a significant number of Applebee's restaurants will be opened domestically in the near future. Developers’ level of compliance with development obligations vary per year and could change and, therefore, may not be a reliable indicator of future development activity for any given period of time.

Franchise Operations

We continuously monitor franchise restaurant operations. Company and third-party representatives make both scheduled and unannounced inspections of franchised restaurants to ensure that only approved products are in use and that our prescribed operations practices and procedures are being followed. We have the right to terminate a franchise agreement if a franchisee does not operate and maintain a restaurant in accordance with our requirements. Due to cultural and regulatory differences, we may have different requirements for restaurants opened outside of the United States. We also monitor the financial health of our franchisees through business and financial reviews.

Composition of Franchise Systems

As of December 31, 2017, 35 Applebee’s franchisees owned a total of 1,782 domestic Applebee's restaurants. The number of domestic restaurants held by a single franchisee ranged from one restaurant to 475 restaurants. As of December 31, 2017, 25 franchisees owned a total of 154 international Applebee's restaurants. The number of international restaurants held by a single franchisee ranged from one restaurant to 22 restaurants. Our five largest Applebee’s franchisees owned 50% of the total 1,936 Applebee's restaurants.

As of December 31, 2017, 301 franchisees owned a total of 1,671 domestic IHOP restaurants, including 127 franchisees that each owned one restaurant. The largest single IHOP franchisee owned 295 domestic restaurants. As of December 31, 2017, 20 franchisees owned a total of 115 international IHOP franchise restaurants. The number of international restaurants held by a single franchisee ranged from one restaurant to 29 restaurants. Our five largest IHOP franchisees owned 32% of the total 1,786 IHOP restaurants.

Company-Operated Restaurants

In June 2017, we refranchised nine of our ten company-operated IHOP restaurants in the Cincinnati, Ohio market area; the one restaurant not refranchised was permanently closed. We previously had refranchised the last 23 company-operated Applebee's restaurants in 2015. As a result, we no longer operate any restaurants on a permanent basis. From time to time, we may reacquire restaurants from franchisees for a variety of reasons. Historically, we have been able to quickly refranchise these restaurants to new franchisees. When reacquired restaurants are not quickly refranchised, we typically operate the reacquired restaurants until they can be refranchised. These temporarily reacquired restaurants may require investments in remodeling and rehabilitation before they can be refranchised. As a result, a reacquired restaurant may incur operating losses for some period of time. At December 31, 2017, we did not operate any reacquired restaurants.

Supply Chain

In February 2009, Centralized Supply Chain Services, LLC (“CSCS” or the “Co-op”), an independent cooperative entity, was formed by us and franchisees of Applebee's and IHOP domestic restaurants. CSCS has been appointed 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. As of December 31, 2017, 100% of Applebee's domestic franchise restaurants and 99% of IHOP domestic franchise restaurants were members of CSCS.

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, higher quality equipment and distribution services in adequate quantities at the lowest possible sustainable prices. We do not control CSCS, but do have contractual rights associated with supplier certification, quality assurance and protection of our intellectual property. The operations of CSCS are funded by a separately stated administrative fee added to one or more products purchased by operators.

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 our quality and safety standards.

Industry Overview and Competition

Applebee's and IHOP are among the numerous restaurant chains and independent restaurants competing in the restaurant industry in the United States. The restaurant industry is generally categorized into segments by price point ranges, the types of food and beverages offered and the types of service available to customers. These segments include, among others, fast food or quick service restaurants (“QSR”), fast-casual dining, family dining, casual dining and fine dining. Casual dining restaurants offer full table service and typically have bars or serve liquor, wine and beer, while 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.

Applebee's competes in the casual dining segment against national and multi-state restaurant chains such as Olive Garden, Buffalo Wild Wings, Chili's, Outback Steakhouse and Red Lobster, among others, as well as fast-casual restaurant chains. In addition, there are many independent restaurants across the country in the casual dining segment. The June 19, 2017 issue of Nation's Restaurant News reported that Applebee's was the largest casual dining concept in terms of 2016 United States system-wide sales.

IHOP competes in the family dining segment against national and multi-state restaurant chains such as Cracker Barrel Old Country Store, Denny's, Golden Corral, Waffle House and Bob Evans Restaurants. IHOP also faces competition from QSR restaurant chains and fast-casual restaurant chains that serve breakfast. In addition, there are many independent restaurants and diners across the country in the family dining segment. The June 19, 2017 issue of Nation's Restaurant News reported that IHOP was the largest family dining concept in terms of 2016 United States system-wide sales.

The restaurant and related food-service industries are highly competitive and are 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. Restaurant location, quality and speed of service, advertising, name identification and attractiveness of facilities are important. Additionally, changes in the price of groceries may influence the attractiveness of dining at home versus dining out.

The market for high quality commercial real estate is also very competitive. We and our franchisees compete with other restaurant chains and retail businesses for suitable sites for the development of new restaurants. We also compete against other franchisors both within and outside the restaurant industry for new franchisees. For further information regarding competition, see Item 1A, Risk Factors.

Trademarks and Service Marks

We and our affiliates have registered or submitted registrations for certain trademarks and service marks with the United States Patent and Trademark Office and various international jurisdictions, including “Dine Brands Global, Inc.SM” We own trademarks and service marks used in the Applebee's system, including various logos and the trademarks “Applebee's®,” “Applebee's Neighborhood Grill & Bar®” and variations of each. In addition, we own trademarks and service marks used in the IHOP system, including various logos and the trademarks “IHOP®,” “International House of Pancakes®” and variations of each.

We consider our trademarks and service marks important to the identification of our company and our restaurants and believe they are of material importance to the conduct of our business. Depending upon the jurisdiction, trademarks and service marks generally are valid as long as they are used and/or registered. We generally intend to renew our trademarks and service marks as they come up for renewal. We own or have rights to all trademarks we believe are material to our restaurant operations. In addition, we have registered various domain names on the Internet that incorporate certain of our trademarks and service marks, and believe these domain name registrations are an integral part of our identity. From time to time, we may take appropriate legal action to defend and protect the use of our intellectual property.

Information Technology

We utilize third-party point of sale systems, kitchen data systems, and back-of-the house systems for accounting, labor and inventory management in our franchisees' restaurants. In addition, we have several consumer-facing technology initiatives focused on improving our customers' experience. Sales and product mix information is transmitted to our restaurant support centers on a daily basis and this information supports our operations and marketing initiatives. We mitigate the potential impact from operational interruption of our information technology systems through a disaster recovery plan that is updated on a regular basis. We believe that technology is and will continue to be a key component of our long-term plans and are committed to providing system stability and targeted innovation. Our use of technology, particularly in terms of managing electronic payments and confidential information, also represents security and operational risks that we must manage and may result in additional costs incurred.

Protection of financial and personal information is a high priority for us, led by our Cybersecurity department with a committee representing key functional areas. We continuously focus on enhancing our cyber security capabilities, educating our staff members on cyber security importance, and managing our cyber risks. In addition, we participate in annual audits of our financial and human resources systems to verify that measures are in place to protect our employees' personally identifiable information. We accept credit cards, third party gift cards, and branded gift cards as payment in our restaurants. We submit our systems to regular audit and review, as required by Payment Card Industry Standards, including periodic scanning of our networks to check for vulnerability. To further secure customers' payment data, in working with our franchisees, we are deploying encryption and tokenization technologies, ensuring credit card data is not stored in our franchisees' restaurants systems. This includes installation of equipment to improve authentication and to prevent fraud using EMV (Europay, Mastercard, Visa) technology. As a franchisor, we are not responsible for ensuring that our franchisees maintain compliance;

however, we regularly encourage them to take similar steps to maintain compliance and to mitigate risk. For further information regarding Information Technology, see Item 1A, Risk Factors.

Research and Development

We do not engage in any material amount of research and development activity from a financial accounting perspective. We do engage in ongoing culinary development and testing, in addition to consumer research into customers' preferences and opinions as well as overall industry trends.

Seasonality

We do not consider our operations to be seasonal to any material degree. We do experience a slight increase in system-wide sales in the first quarter due to redemptions of gift cards sold during the December holiday season. Over the past five years, 26% of our annual system-wide sales (retail sales reported to us by our franchisees plus sales at our company-operated restaurants) occurred in the first quarter of the fiscal year. Sales at restaurants owned by franchisees are not attributable to the Company.

Government Regulation

We are subject to regulation by the Federal Trade Commission ("FTC") and a number of foreign and state laws that regulate the offer and sale of franchises. We also are subject to a number of foreign and state laws that 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 domestic 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 and some of these laws require registration of the franchise offering with state authorities. Those states that regulate the franchise 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. We are also subject to new laws and regulations, which may vary from jurisdiction to jurisdiction, relating to nutritional content and menu labeling.

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 relationship with employees and our franchisees' relationship with their own employees. These include such matters as minimum wage requirements, overtime and other working requirements and 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 franchisees' restaurants.

We are subject to a number of privacy and data protection laws and regulations globally. The legislative and regulatory landscape for privacy and data protection continues to evolve, and there has been increased attention in privacy and data protection issues. This has the potential to affect directly our business, including recently enacted laws and regulations in the United States and internationally requiring notification to individuals and government authorities of security breaches involving certain categories of personal information.

The Patient Protection and Affordable Care Act and the Health Care and Education Affordability Reconciliation Act of 2010 (the "ACA") are far-reaching and are 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 laws include a requirement that most individuals obtain health insurance coverage and a requirement that certain large employers offer coverage to their employees or pay a financial penalty. In October 2017, the President of the United States of

America issued an executive order titled “Promoting Healthcare Choice and Competition Across the United States.” We do not know how our franchisees will be affected (if at all) by this new executive order. The Patient Protection and Affordable Care Act has increased our franchisees' employee costs in some respects and may continue to do so.

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. In addition to the United States Food and Drug Administration's recently adopted menu labeling requirements for restaurants, a 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. 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. For further information regarding governmental regulation, see Item 1A, Risk Factors.

Environmental Matters

We are subject to federal and state environmental regulations, but historically these have not had a material effect on our operations. 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, 2017, we had approximately 520 full-time employees. 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. Our franchisees are independent business owners and their employees are not our employees. Therefore, their employees are not included in our employee count.

Corporate Information

We were incorporated under the laws of the State of Delaware in 1976 with the name IHOP Corp. In November 2007, we completed the acquisition of Applebee's, which became a wholly-owned subsidiary of the Company. Effective June 2, 2008, we changed our name to DineEquity, Inc. and on February 20, 2018, we changed our name to Dine Brands Global, Inc. 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.dinebrands.com. Our common stock is listed on the New York Stock Exchange ("NYSE") and trades under the ticker symbol "DIN."

Available Information

Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements and amendments to those reports filed with or furnished to the United States Securities and Exchange Commission (the "SEC") pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, are available free of charge through our website as soon as reasonably practicable after electronically filing such material with the SEC. The SEC maintains an Internet site that contains periodic 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 at 1-800-SEC-0330. The above references to our website and the SEC's website do not constitute incorporation by reference of the information contained on those websites and should not be considered part of this document.

Item 1A. Risk Factors.

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 materially adversely affect our business, financial condition and results of operations, which may materially adversely affect the value of our common stock. It is not possible to identify or predict all risk factors. There may be risks and uncertainties that are not currently known or that are currently deemed by us to be immaterial. These other risks and uncertainties may also impact our business, financial condition and results of operations.

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, higher housing costs, changes to tax regulations, energy costs, interest rates or other costs) or if the perceived wealth of customers decreases (because of circumstances such as lower residential real estate values, increased foreclosure rates, changes to tax regulations or other economic disruptions), our business could experience a decline in sales and/or customer traffic as potential customers choose lower-cost alternatives (such as quick-service restaurants) or other alternatives to dining out. Additionally, negative trends in the availability of credit and in expenses such as interest rates and the cost of construction materials could affect our franchisees' ability to maintain and remodel existing restaurants. Any decreases in customer traffic or average customer check due to these or other reasons could reduce gross sales at franchise restaurants, resulting in lower royalty and other payments from franchisees. This could reduce the profitability of franchise restaurants, potentially impacting the ability of franchisees to make royalty payments owed to us when due and negatively impacting franchisees' ability to develop new restaurants as may be required in their respective development agreements.

Our level of indebtedness could adversely affect our financial health and prevent us from fulfilling our obligations under our debt. As of December 31, 2017, certain of our indirect, wholly-owned subsidiaries had approximately $1.3 billion of long-term debt. In addition, we had approximately $0.1 billion in financing and capital lease obligations as of December 31, 2017. Our level of indebtedness and the financial and other restrictive covenants in our indebtedness 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 or refinance any of our debt on attractive terms, commercially reasonable terms, or at all;
- 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 pay dividends to our stockholders, repurchase shares of our common stock, fund working capital, capital expenditures and other general corporate purposes;
- 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 our ability to borrow additional funds;
- prevent us from taking actions that we believe would be in the best interest of our business and make it difficult for us to successfully execute our business strategy; 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 increase.

The terms of the securitized debt issued by certain of our indirect, wholly-owned subsidiaries have restrictive terms and the failure to comply with such restrictive terms could put us in default, which would have an adverse effect on our business and prospects. Unless and until we repay all outstanding borrowings under our securitized debt, we will remain subject to the restrictive terms of the securitized debt issued by certain of our indirect, wholly-owned subsidiaries. For example, the indenture entered into by such subsidiaries in connection with the securitized debt contains covenants that limit the ability of certain of our wholly-owned subsidiaries to, among other things: sell assets; alter the business conducted by such subsidiaries; engage in mergers or acquisitions; declare dividends or redeem or purchase certain equity interests; incur, assume or permit to exist additional indebtedness or guarantees; make loans and investments; incur liens; and enter into transactions with affiliates other than on an arms-length basis. These covenants are applicable only to the securitization subsidiaries and do not apply to any of Dine Brands Global, Inc., International House of Pancakes, LLC, Applebee's International, Inc. or DineEquity International, Inc. as these entities are not a party to the indenture. A breach of a covenant could result in a rapid amortization event or default under the securitized debt.

Further, the securitized debt also includes limitations on our ability to incur additional indebtedness and contains a number of financial performance measures that must be met to avoid a possible rapid amortization event or event of default. The most significant of these measures include a minimum debt service coverage ratio and minimum domestic franchise system sales. The ability to meet these financial performance measures can be affected by events beyond our control and there can be no assurance that we will satisfy these financial measures.

If amounts owed under the securitized debt are accelerated because of a default and we are unable to pay such amounts, the investors may have the right to assume control of substantially all of the securitized assets, which consist of substantially all of our domestic revenue-generating assets and domestic intellectual property.

During the seven-year term following issuance, the outstanding fixed-rate senior notes will accrue interest at a rate of 4.277% per year. Additionally, the fixed-rate senior notes have scheduled quarterly principal amortization payments of $3.25 million. If we maintain a leverage ratio of less than or equal to 5.25x total debt to adjusted EBITDA (See Exhibit 12.1), we may elect to not make the scheduled principal payments. From time to time, our leverage ratio has exceeded the 5.25x total debt to adjusted EBITDA ratio and we have made the required scheduled principal payments. If we are unable to refinance or repay amounts under the securitized debt prior to the expiration of the seven-year term, our cash flow would be directed to the repayment of the securitized debt and, other than a weekly management fee sufficient to cover minimal selling, general and administrative expenses, would not be available for operating our business.

In the event that a rapid amortization event occurs under the indenture (including, without limitation, upon an event of default under the indenture or the failure to repay the securitized debt at the end of the seven-year term), the funds available to us would be reduced or eliminated, which would in turn reduce our ability to operate or grow our business.

Our ability to refinance all or a portion of our indebtedness or obtain additional financing depends on many factors beyond our control. No assurance can be given that any refinancing or additional financing will be possible when needed or that we will be able to negotiate acceptable terms. In addition, our access to capital is affected by prevailing conditions in the financial and capital markets and other factors beyond our control. There can be no assurance that market conditions will be favorable at the times that we require new or additional financing. Further, changes by any rating agency to our credit rating may negatively impact the value and liquidity of both our debt and equity securities, as well as the potential costs associated with refinancing our debt. Downgrades in our credit ratings could also affect the terms of any such financing and restrict our ability to obtain additional financing in the future.

We are heavily dependent on information technology and any material failure of that technology could impair our ability to effectively and efficiently operate our business. We rely heavily on information technology systems across our operations, including point-of-sale processing in our franchisees' restaurants, management of our supply chain, collection of cash, payment of obligations and various other processes and procedures. Our ability to effectively and 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, upgrades or transitions to replacement systems, inaccurate or fraudulent manipulation of sales reporting from our restaurants resulting in loss of sales and royalty payments, or a breach in security of these systems could be harmful and cause delays in customer service, reduce efficiency in our operations and negatively impact our business. Significant capital investment might be required to remediate any problems.

In addition, we outsource certain essential technology-based business processes to third-party vendors and we may share sensitive financial and other information with third party vendors which subjects us to risks, including disruptions in business, increased costs and exposure to data breaches or privacy law compliance issues of our third-party vendors.

The occurrence of cyber incidents, or a deficiency in our cybersecurity, could negatively impact our business by causing a disruption to our operations, a compromise or corruption of our confidential information, and/or damage to our employee and business relationships, all of which could subject us to loss and harm our brands. A cyber incident is considered to be any adverse event that threatens the confidentiality, integrity, or availability of our information resources. More specifically, a cyber incident is an intentional attack or an unintentional event that can include gaining unauthorized access to systems to disrupt operations, corrupt data, or steal confidential information about our customers, franchisees, vendors and employees. As our reliance on technology has increased, so have the risks posed to our systems, both internal and those that we have outsourced. Primary adverse events that could directly result from the occurrence of a cyber incident include (i) exposure of confidential data about our customers, franchisees, vendors and employees, (ii) damage to the reputation of our brands (iii) damage to our relationship with our franchisees and (iv) interruption of our business.

As a merchant and service provider of point of sale related services, we are subject to the Payment Card Industry Data Security Standard ("PCI DSS"), issued by the Payment Card Industry Council. PCI DSS contains compliance guidelines and standards with regard to our security surrounding the physical and electronic storage, processing and transmission of individual cardholder data. Despite our cybersecurity measures and our efforts to comply with PCI DSS guidelines, we cannot be certain that all of our information technology systems are able to prevent, contain or detect any cyber-attacks or security breaches from known malware or malware that may be developed in the future.

Our use of personally identifiable information is regulated by international, 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 disrupt our operations and result in costly litigation, judgments, or 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 those laws and regulations.

Restaurant development plans under development agreements may not be implemented effectively and developed restaurants may not achieve desired results. We rely on franchisees to develop Applebee's and IHOP restaurants. From time to time, our franchisees have failed to fulfill their commitments to build new restaurants in the numbers and within the timeframes required by their development agreements, and we expect that this will continue to varying degrees in the future. Restaurant development and the success of restaurants opened by our franchisees involve substantial risks, including the following:

- the demand for Applebee’s and IHOP restaurants and the selection of appropriate franchisee candidates;
- costs of construction, permit issuance and regulatory compliance;
- the availability of suitable locations and terms for potential development sites, including lease or purchase terms for new locations;
- the availability of financing, at acceptable rates and terms, to both franchisees and third-party landlords, for restaurant development and/or implementation of our business strategy through new remodel programs and other operational changes;
- delays in obtaining construction permits and in completion of construction;
- competition for suitable development sites;
- changes in governmental rules, regulations, and interpretations (including interpretations of the requirements of the Americans with Disabilities Act); and
- general economic and business conditions.

Additionally, developed restaurants may not achieve desired revenue or cash flow levels once opened. This could result in restaurant closures, which may be significant in number, and may cause our royalty revenues and financial performance to decline. The inability to open new restaurants that achieve and sustain acceptable sales volumes and/or the closure of existing restaurants that do not achieve or sustain acceptable sales volumes, which if significant in number, may have a material adverse effect on our business and financial condition.

Both of our brands are fully franchised which means restaurants are owned and operated by our franchisees. As a result, we are highly dependent upon our franchisees. All Applebee’s and IHOP restaurants are owned and operated by our franchisees. Our dependence on franchisees could adversely affect us, our brands, and our business, financial condition and results of operations. Our financial results are significantly contingent upon the performance of our franchise restaurants because we derive a substantial portion of our revenues from royalties. Worsening economic conditions and declining trends in sales, traffic and/or average check could impact the performance of our franchise restaurants, resulting in lower royalty, advertising fund and other payments from franchisees. If declining conditions persist, franchisee profitability and financial health may worsen and franchisees may suffer from financial, personal or other difficulties, including insolvency. Franchisees may also experience financial risks unrelated to the operation of restaurants under our brands, such as a decline in performance of other brands or businesses held by franchisees. Additionally, lenders to our franchisees may be less likely to provide current or prospective franchisees necessary financing on favorable terms, or at all, due to market conditions and our or our franchisees’ operating results. These and other factors could impact franchisees’ ability to make royalty and other payments owed to us when due and franchisees could default on their financial obligations to us. A decrease in franchisee profitability as well as other reasons could also cause franchisees’ failure or inability to meet new restaurant development obligations and other obligations such as maintenance or remodel requirements and rent obligations for certain leases on which we retain contingent liability.

Additionally, our franchise agreements have expiration dates. Upon expiration, franchisees are required to enter into new franchise agreements in order to extend the franchise relationship. We or the franchisee may or may not elect to enter into these successor franchise agreements based on a number of factors, including a failure to meet our criteria, lack of interest by either party and/or the inability of franchisees to enter into successor franchise agreements. It is expected that, in the ordinary course of business, some franchise agreements will expire without successor franchise agreements. However, a substantial number of franchise agreements are set to expire in 2020 and 2021 for Applebee's and 2024 through 2028 for IHOP, and we cannot ensure that we and/or our franchisees will enter into successor franchise agreements once current terms expire. This may result in reduced royalties and other payments due to a decrease in the number of restaurants operating under our brands.

As independent third parties, franchisees own, operate and oversee the daily operations of their restaurants and their employees are not our employees. Accordingly, we do not control their actions. While our franchise agreements are designed to maintain brand consistency, having all franchise operated restaurants may expose us to risks not otherwise encountered if we maintained ownership and control of the restaurants. Franchisees may breach the terms of their franchise agreements in a manner that adversely affects our brands, such as failing to operate restaurants in accordance with our required standards, and we may be limited in our ability to enforce franchise obligations. Franchisees are required to conform to specified product quality standards and other requirements pursuant to their franchise agreements in order to protect our brands and to optimize restaurant performance. If franchisees do not successfully operate their restaurants in a manner consistent with our standards, or customers have negative experiences due to issues with food quality or operational execution, our reputation and brands could suffer, which could result in a material adverse effect on our business. The quality of franchisees' operations may also be diminished by factors beyond our control, including a lack of investment in enhancing or maintaining acceptable standards for restaurant operations due to financial and other constraints. Franchisees may also fail or be unable to hire or retain qualified managers and other personnel and training of managers and other personnel may be inadequate. These and other such negative factors could reduce franchisees' restaurant revenues, impact payments to us under the franchise agreements and could have a material adverse effect on us.

Various other risks associated with the operation of a fully franchised business model that may have a material adverse effect on our business or financial condition include:

- inability or unwillingness of franchisees to participate in implementing changes or to participate in business strategy changes;
- inability or unwillingness of franchisees to support our marketing programs and strategic initiatives;
- inability of franchisees to participate in business strategy changes due to financial constraints;
- failure of franchisees to report sales information accurately;
- greater proportional impact of general and administrative expenses on our business and financial condition; and
- inability to retain franchisees in the future, both in terms of number and quality, and inability to attract, retain and motivate sufficient numbers of franchisees of the same caliber, including top performing franchisees.

While we try to maintain positive working relationships with our franchisees, the nature of the franchisor-franchisee relationship inherently subjects us to potential disagreements with our franchisees on matters pertaining to the business and/or our brands. From time to time, we have experienced, and we may continue to experience, poor franchise relations caused by the efforts of one or more of our larger franchisees or an organized franchise association.

Concentration of Applebee's franchised restaurants in a limited number of franchisees subjects us to greater risk. As of December 31, 2017, Applebee's franchisees operated 1,782 Applebee's restaurants in the United States. Of those restaurants, the ten largest Applebee's franchisees owned 1,284 restaurants, representing 72% of all franchised Applebee's restaurants in the United States. The largest Applebee's franchisee owned 475 restaurants, representing 27% 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 risk with respect to such franchisees because their obligations to us, including financial obligations, 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 experience 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. From time to time, we may work with our franchisees who are experiencing financial difficulties to assess and address their financial health and their ability to satisfy their financial obligations to us. In certain of these situations, we may agree to alternative arrangements with franchisees for the payment of amounts due to us under our franchise and other agreements. We cannot assure you that these arrangements will be successful nor can we assure you that they will result in us receiving all or any of the amounts due to us under our franchise and other 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 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. 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 restaurants may be materially adversely affected.

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. If a franchisee is subject to bankruptcy or insolvency proceedings, a bankruptcy court may prevent the termination of the related franchise and development 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 from us on behalf of the franchisee as a preferential transfer under the United States Bankruptcy Code.

We are subject to credit risk from our IHOP franchisees operating under our Previous IHOP Business Model, and a default by these franchisees may negatively affect our cash flows. Of the 1,519 IHOP domestic franchise restaurants as of December 31, 2017, slightly less than half operate under the Previous IHOP 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 IHOP 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 IHOP Business Model may 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 the building property lease/sublease agreement and our notes and equipment contract receivables, as well as outstanding franchise royalties. The additional 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 IHOP Business Model and may negatively affect our cash flows.

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 future unanticipated increases in insurance premiums or losses that are not covered by insurance. Certain extraordinary hazards may not be insurable 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 claim 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 make franchise and other payments to us.

If franchisees and other licensees 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 license our intellectual property to our franchisees, product suppliers, manufacturers, distributors, advertisers and other third parties. The franchise agreements and other license agreements require that each franchisee or other licensee use our intellectual property in accordance with established or approved quality control guidelines. However, there can be no assurance that the franchisees or other licensees will use the intellectual property assets in accordance with such guidelines. Franchisee and licensee noncompliance with the terms and conditions of the governing franchise agreement or other license agreement may reduce the overall goodwill associated with our brands. Franchisees and other licensees may refer to our intellectual property improperly in communications, resulting in the weakening of the distinctiveness of our intellectual property. There can be no assurance that the franchisees or other licensees will not take actions that could have a material adverse effect on the Applebee's or IHOP intellectual property.

In addition, even if the licensee product suppliers, manufacturers, distributors, or advertisers observe and maintain the quality and integrity of our intellectual property assets in accordance with the relevant license 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 sanctions or actions could reduce restaurant revenues and corresponding franchise payments to us.

Our performance is subject to risks associated with the restaurant industry, including the highly competitive nature of the industry. We derive a substantial portion of our revenues in the form of royalties based on a percentage of the gross sales of our franchised restaurants. Sales and profitability of these restaurants and, in turn, payments we receive from our franchisees may be negatively impacted by a number of factors associated with operating in the restaurant industry, some of which are outside of our control. These factors include:

- changes in consumer behavior driven by macro-level shifts in retail, technology, media, e-commerce, global safety and demography which may impact where, when, whether and how often customers visit full-service restaurants;
- declines in comparable restaurant sales growth rates due to: (i) failure to meet or adequately adapt to changing customer expectations for food type, quality and taste, or to innovate and develop new menu items to retain existing customers and attract new customers; (ii) competitive intrusions in our markets, including competitive pricing initiatives and daypart expansion by competitors; (iii) opening new restaurants that cannibalize the sales of existing restaurants; (iv) failure of national or local marketing to be effective; and (v) natural or man-made disasters or adverse weather conditions;
- negative trends in operating expenses such as: (i) increases in food and other commodity costs; (ii) increases in labor costs due to minimum wage and other employment laws or regulations, immigration reform, the potential impact of union organizing efforts and tight labor market conditions; and (iii) increases in other operating costs including advertising, utilities, lease-related expenses and credit card processing fees;
- the highly competitive nature of the restaurant and related industries with respect to, among other things: (i) price, service, location, personnel and the type and quality of food; (ii) the trend toward convergence in grocery, deli, retail and restaurant services, as well as the continued expansion of restaurants into the breakfast daypart; (iii) the entry of major market players in non-competing industries into the food services market; (iv) the decline in the price of groceries which may increase the attractiveness of dining at home versus dining out; and (v) the emergence of new or improved technologies such as mobile or online ordering, delivery and consumer behavior facilitated by such technology;
- the inability to increase menu pricing to offset increased operating expenses; and
- failure to effectively manage further penetration into mature markets.

Factors outside our control may harm our brands' reputations. The success of our business is largely dependent upon brand recognition and the strength of our franchise systems. Our and our franchisees' continued success is directly dependent upon maintaining 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 and food-borne illness) at a single Applebee's or IHOP location can have a substantial negative impact on 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 or preparation, obesity, injury or other health concerns with respect to certain foods and actions of franchisee managers or employees, regardless of whether such claims are 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. Even where such food-related incidents occur solely at restaurants of our competitors or within the industry, our business could be adversely affected as a result of negative publicity about the restaurant industry generally. Franchisees may produce or receive through the supply chain sub-standard or non-compliant food or beverage products. Failure of franchisees to comply with food quality and preparation requirements may subject us to potential losses even when we are not legally liable for a franchisee's actions or failure to act. 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.

Declines in our financial performance have resulted in and could result in future impairment charges. 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 including, among other things, same-restaurant sales trends, future development plans, brand-enhancing initiatives, restaurant closures and an appropriate discount rate. 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 or changes in the discount rate assumption 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 a result of performing an interim quantitative impairment test in the third quarter of 2017, we recognized an impairment of Applebee's goodwill of $358.2 million and an impairment of Applebee's tradename of $173.4 million. As of

December 31, 2017, our total stockholders' deficit was $146.7 million. Any additional significant impairment write-down of goodwill, intangible assets or long-lived assets in the future could increase the stockholders' deficit. While such a deficit balance does not create an event 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.

Comprehensive tax reform legislation could adversely affect our business and financial condition. On December 22, 2017, the Tax Cuts and Jobs Act was signed into law (the "Tax Act"). The Tax Act introduced significant changes to the tax code. We continue to examine the impact the Tax Act may have on our business. Notwithstanding the reduction in the federal corporate income tax rate as a result of the Tax Act, the overall impact of the Tax Act is uncertain and our business and financial condition could be adversely affected.

Many factors, including those over which we have no control, affect the trading volatility and price of our stock. Many factors, in addition to our operating results, may have an impact on the trading volatility and price of our common stock. These factors include general economic and market conditions, publicity regarding us, our competitors, or the restaurant industry generally, changes in financial estimates by securities analysts, changes in financial or tax reporting and accounting principles or practices, trading activity in our common stock, and the impact of our capital allocation initiatives, including any future stock repurchase programs or dividend declarations. A number of these factors are outside of our control, and any failure to meet market expectations whether for sales growth, earnings per share or other metrics could cause our share price to decline.

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.

Our business strategy may not achieve anticipated results. We expect to continue to apply a business strategy that includes: (i) operation of a fully franchised restaurant system; (ii) the maintenance of a purchasing cooperative that procures products and services for our Applebee's and IHOP restaurants; (iii) the possible introduction or acquisition of new restaurant concepts; and (iv) dedicated brand resources for key functions such as marketing, consumer insights and operations and a shared service model for certain other functions such as legal, technology and human resources. There can be no assurance that the business strategy we apply to one franchise system will be suitable or will achieve results similar to the application of such business strategy to the other franchise system. In addition, our operational improvement, purchasing and other strategic 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.

A lack of availability of suitable locations for new restaurants or a decline in the quality of the locations of our current restaurants may adversely affect our sales and results of operations. The success of our brands depends in large part on restaurant locations. As demographic and economic patterns change, current locations may not continue to be attractive or profitable. Potential declines in neighborhoods where restaurants are located or adverse economic conditions in areas surrounding those neighborhoods could result in reduced sales in those locations. In addition, desirable locations for new restaurant openings or for the relocation of existing restaurants may not be available at an acceptable cost when we identify a particular opportunity for a new restaurant or relocation. Additionally, restaurant revitalization initiatives may not be completed as and when projected and may not produce the results we expect. We may also be unable to operate effectively in new and/or highly competitive geographic regions or local markets in which our franchisees have limited operating experience.

We may experience shortages or interruptions in the supply or delivery of food and other products from third parties or in the availability of utilities. Our franchised restaurants are dependent on frequent deliveries of fresh produce, food, beverages and other products. Shortages or interruptions in food and beverage supplies may result from a variety of causes, including shortages due to adverse weather, labor unrest, political unrest, terrorism, outbreaks of food-borne illness, disruption of operation of production facilities, financial difficulties (including bankruptcy) of our suppliers 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 franchisees' 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. 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 payments we receive from our franchisees or our pancake and waffle dry mix distributors. In addition, interruptions to the availability of gas, electric, water or other utilities may adversely affect the operations of our franchised restaurants.

Any inability to effectively manage or forecast appropriate inventory levels may adversely affect our business. Effective management of inventory levels depends, in part, on our ability to anticipate and respond in a timely manner to changing consumer demand and preferences. From time to time, we may carry excessive inventory resulting from menu events that vary from forecasted demand which may result in financial loss to us and/or to our franchisees. Conversely, if we underestimate demand, we may experience inventory shortages which may result in lost revenues.

A failure to develop and implement innovative marketing and guest relationship initiatives, ineffective or improper use of social media or other marketing initiatives and increased advertising and marketing costs could adversely affect our business results. If our competitors increase their spending on advertising and promotions, if our advertising, media or marketing expenses increase, or if our advertising and promotions become less effective than those of our competitors, we could experience a material adverse effect on our business results. A failure to sufficiently innovate, develop guest relationship initiatives, or maintain adequate and effective advertising could inhibit our ability to maintain brand relevance and drive increased sales.

As part of our marketing efforts, we rely on search engine marketing and social media platforms to attract and retain guests. These efforts may not be successful, resulting in expenses incurred without the benefit of higher revenues or increased employee engagement. In addition, a variety of risks are associated with the use of social media, including the improper disclosure of proprietary information, posting of negative comments about our brands, exposure of personally identifiable information, fraud, and use of outdated information. The inappropriate or otherwise harmful use of social media vehicles by our franchisees and their employees, guests, our employees or others in the general public could increase our costs, lead to litigation or result in negative publicity that could damage our reputation.

Changing health or dietary preferences may cause consumers to avoid Applebee's and IHOP restaurants in favor of alternative options. The food service industry as a whole rests on consumer preferences and demographic trends at the local, regional, national and international levels. New information regarding diet, nutrition and health may impact consumer eating habits. Franchise development and system-wide sales depend on the sustained demand for our products, which may be affected by factors we do not control. Various factors such as: (i) the Food and Drug Administration's menu labeling rules, (ii) nutritional guidelines issued by the United States Department of Agriculture and issuance of similar guidelines or statistical information by state or local municipalities, or (iii) academic studies, 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 reduced royalty revenues from a decline in demand for our food and fewer guests visiting Applebee's and IHOP restaurants.

We face a variety of risks associated with doing business in international markets. Our expansion into and continued operations in international markets could create risks to our brands and reputation. There is no assurance that our international operations will be profitable or that international growth will continue. Our international operations are subject to all of the same risks associated with our domestic operations, as well as a number of additional risks. These include, among other things, international economic and political conditions, international currency fluctuations, terrorism, global travel risks and differing cultures and consumer preferences.

We also are subject to governmental regulations throughout the world that impact the way we do business with our international franchisees and vendors. These include antitrust and tax requirements, import/export/customs regulations, anti-boycott regulations, other international trade regulations, the USA Patriot Act and the Foreign Corrupt Practices Act. Failure to comply with any such legal requirements could subject us to monetary liabilities and other sanctions, which could harm our business, results of operations and financial condition.

We may be subject to litigation and other legal proceedings that could be time consuming, require significant amounts of management time and result in the diversion of significant operational resources. We are involved in lawsuits, claims and proceedings incident to the ordinary course of our business. Litigation is inherently unpredictable. Any claims against us, whether meritorious or not, could be time consuming, result in costly litigation, require significant amounts of management time and result in the diversion of significant operational resources. There have been a growing number of lawsuits in recent years. There has also been a rise in employment-related lawsuits. From time to time, we have been subject to these types of lawsuits. The cost of defending claims against us or the ultimate resolution of such claims may harm our business and operating results. In addition, the increasingly regulated business environment may result in a greater number of enforcement actions and private litigation. This could subject us to increased exposure to stockholder lawsuits.

Our franchisees are subject to complaints or litigation from guests alleging illness, injury or other food quality, food safety, health or operational concerns as well as claims related to the Americans with Disabilities Act and other premises liability. Our franchisees are also subject to "dram shop" laws in some states pursuant to which 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. 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. Claims against our franchisees may reduce the ability of our franchisees to make payments to us. We may also initiate legal proceedings against franchisees for breach of the terms of their franchise agreements, including underreporting of sales, failure to operate restaurants according to standard operating procedures and payment defaults. These claims may also reduce the ability of franchisees to enter into new franchise agreements with us.

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. We regard our service marks and trademarks related to our restaurant businesses as having significant value and being important to our marketing efforts. To protect our brands from infringement, we rely on contracts, copyrights, patents, trademarks, service marks and other common law rights, such as trade secret and unfair competition laws. We have registered certain trademarks and service marks in the United States and international jurisdictions; however, effective intellectual property protection may not be available in every country in which we have or intend to open or franchise a restaurant. Although we believe we have taken appropriate measures to protect our intellectual property, there can be no assurance that these protections will be adequate.

In addition, 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, we may be forced to pay damages, be required to develop or adopt non-infringing intellectual property or be obligated to 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.

Our business depends on our ability to attract and retain talented management and other key employees. Our business is based on successfully attracting and retaining talented employees. The market for highly skilled employees and leaders in our industry is extremely competitive. If we are less successful in our recruiting efforts, or if we are unable to retain management and other key employees, our ability to develop and deliver successful products and services may be adversely affected. Effective succession planning is also important to our long-term success. Failure to ensure effective transfer of knowledge and smooth transitions involving management and other key employees could hinder our strategic planning and execution.

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. We are subject to the Fair Labor Standards Act (which governs such matters as minimum wage, overtime and other working conditions), along with the Americans with Disabilities Act (which provides civil rights protections to individuals with disabilities in the context of employment, public accommodations, and other areas), the Immigration Reform and Control Act of 1986, various family leave mandates and a variety of other laws enacted, or rules and regulations promulgated by federal, state and local governmental authorities that govern these and other employment matters, including tip credits, working conditions, safety standards and immigration status. There have been several complaints alleging franchisors to be joint employers with franchisees. Although we do not consider ourselves to be joint employers with our franchisees, there can be no assurance that other franchisors will not receive similar complaints in the future which may result in legal proceedings based on the actions of its franchisees. We expect increases in payroll expenses as a result of federal and state mandated increases in the minimum wage, and although such increases are not expected to be material, we cannot assure you that there will not be material increases in the future. Enactment and enforcement of various federal, state and local laws, rules and regulations on immigration and labor organizations may adversely impact the availability and costs of labor in a particular area or across the United States. Other labor shortages or increased team member turnover could also increase labor costs. In addition, our vendors may be affected by higher minimum wage standards or availability of labor, which may increase the price of goods and services they supply to us. The Patient Protection and Affordable Care Act has impacted our franchisees’ employee costs in some respects. There are no assurances that a combination of cost management and price increases can accommodate all of the costs associated with compliance.

We are subject to extensive federal, state and local governmental regulations, including those relating to food safety and inspection and the preparation and sale of food and alcoholic beverages. Disruptions within any government agencies could impact the U.S. food industry, which may have an adverse effect on our business. We are also subject to laws and regulations relating to building and zoning requirements. Each of our franchisees' restaurants is also subject to licensing and regulation by alcoholic beverage control, health, sanitation, safety and fire agencies in the state, county and/or municipality where the restaurant is located. We cannot assure you that our franchisees will not encounter material difficulties or failures, including with respect to obtaining and maintaining required licenses and approvals, which could impact the continuing operations of an existing restaurant, or delay or prevent the opening of a new restaurant.

In addition, we are 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, our franchisees may be required to expend funds to meet federal, state, local and international 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 foreign and state laws, including state laws that 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.

Finally, regulatory changes or actions under the current U.S. political administration may impact the laws or regulations described above. We cannot predict whether or when any of these potential changes in law might become effective in any jurisdiction nor the impact, if any, of these changes to our business.

We are subject to risks associated with self-insurance for medical, dental and vision benefits. As of January 2017, we now self-insure all of our employee medical, dental and vision benefits. We maintain a per claim stop loss coverage but do not maintain coverage at an aggregate level. Our reserves are based on historical loss trends that may not correlate to actual loss experience in the future. If we experience an unexpectedly large number of claims that result in costs or liabilities in excess of our projections, our reserves may prove to be insufficient and we may be exposed to significant and unexpected losses. For these and other reasons, including our inability to renew stop loss coverage at competitive rates, we are subject to risks associated with self-insurance that may have an adverse effect on the Corporation’s financial condition and operating results.

In addition, access to personal medical information is regulated by federal, state and/or local laws as well as by certain third-party agreements. If our security and information systems or the systems of our third-party vendors are compromised, we could be subject to costly litigation or penalties and our reputation and operations could be adversely affected.

Any inability or failure to execute on a comprehensive business continuity plan following a major natural disaster such as an earthquake, tornado, flood or man-made disaster, including terrorism or a cyber incident, at our corporate facilities could materially adversely impact our business. Our corporate systems and processes and corporate support for our restaurant operations are handled primarily at our restaurant support center. We have disaster recovery procedures and business continuity plans in place to address most events of a crisis nature, including earthquakes, tornadoes, floods and other natural or man-made disasters, and back up and off-site locations for recovery of electronic and other forms of data and information. However, if we are unable to fully implement our disaster recovery plans, we may experience delays in recovery of data, inability to perform vital corporate functions, tardiness in required reporting and compliance, failures to adequately support field operations and other breakdowns in normal communication and operating procedures that could have a material adverse effect on our financial condition, results of operation and exposure to administrative and other legal claims.

Development initiatives outside our core business could negatively impact our brands. Our business expansion into non-traditional restaurant formats, including restaurants with a smaller footprint, restaurants located in non-traditional locations and retail product licensing for the IHOP brand could create new risks to our brand and reputation.

Failure of our internal controls over financial reporting and future changes in accounting standards may cause adverse unexpected operating results, affect our reported results of operations or otherwise harm our business and financial results. Our management is responsible for establishing and maintaining effective internal controls over financial reporting. Internal controls over financial reporting is a process to provide reasonable assurance regarding the reliability of financial reporting for external purposes in accordance with accounting principles generally accepted in the United States. Because of its inherent limitations, internal control over financial reporting is not intended to provide absolute assurance that we would prevent or detect a misstatement of our financial statements or fraud. Any failure to maintain an effective system of internal control over financial reporting could limit our ability to report our financial results accurately and timely or to detect and prevent fraud. A significant financial reporting failure or material weakness in internal control over financial reporting could cause a loss of investor confidence and decline in the market price of our common stock.

A change in accounting standards can have a significant effect on our reported results and may affect our reporting of transactions before the change is effective. New pronouncements and varying interpretations of pronouncements have occurred and may occur in the future. Changes to existing accounting rules or the questioning of current accounting practices may adversely affect our reported financial results. Additionally, our assumptions, estimates and judgments related to complex accounting matters could significantly affect our financial results. Generally accepted accounting principles and related accounting pronouncements, implementation guidelines and interpretations are highly complex and involve many subjective assumptions, estimates and judgments by us. Changes in these rules or their interpretation or changes in underlying assumptions, estimates or judgments by us could significantly change our reported or expected financial performance.

Item 1B. Unresolved Staff Comments.
None.

Item 2. Properties.

The table below shows the location and ownership type of Applebee's and IHOP restaurants as of December 31, 2017:

	Applebee's (a)	IHOP (a)			
	Franchise	Franchise	Area License		Total IHOP
United States					
Alabama	30	21	—		21
Alaska	1	4	—		4
Arizona	26	42	—		42
Arkansas	10	16	—		16
California	118	231	—		231
Colorado	26	37	—		37
Connecticut	6	9	—		9
Delaware	12	7	—		7
District of Columbia	—	2	—		2
Florida	106	—	148	(b)	148
Georgia	67	76	4	(b)	80
Hawaii	3	6	—		6
Idaho	12	8	—		8
Illinois	47	55	—		55
Indiana	63	24	—		24
Iowa	26	10	—		10
Kansas	32	27	—		27
Kentucky	31	10	—		10
Louisiana	16	30	—		30
Maine	12	3	—		3
Maryland	25	47	—		47
Massachusetts	29	20	—		20
Michigan	85	24	—		24
Minnesota	55	9	—		9
Mississippi	21	15	—		15
Missouri	52	32	—		32
Montana	8	5	—		5
Nebraska	19	7	—		7
Nevada	13	24	—		24
New Hampshire	14	6	—		6
New Jersey	60	45	—		45
New Mexico	20	21	—		21
New York	111	57	—		57
North Carolina	52	54	—		54
North Dakota	11	2	—		2
Ohio	86	39	—		39
Oklahoma	14	34	—		34
Oregon	21	8	—		8
Pennsylvania	81	25	—		25
Rhode Island	8	4	—		4
South Carolina	33	31	—		31
South Dakota	6	2	—		2
Tennessee	31	41	—		41

Texas	101	206	—	206
Utah	10	19	—	19
Vermont	3	1	—	1
Virginia	67	66	—	66
Washington	42	32	—	32
West Virginia	16	8	—	8
Wisconsin	39	14	—	14
Wyoming	5	3	—	3
Total Domestic	1,782	1,519	152	1,671

	Applebee's (a)	IHOP (a)		
	Franchise	Franchise	Area License	Total IHOP
International				
Bahrain	—	3	—	3
Brazil	9	—	—	—
Canada	16	16	12	(b) 28
Chile	1	—	—	—
Costa Rica	3	—	—	—
Dominican Republic	3	—	—	—
Egypt	1	—	—	—
Guam	1	2	—	2
Guatemala	5	2	—	2
India	—	1	—	1
Indonesia	2	—	—	—
Kuwait	8	5	—	5
Lebanon	—	1	—	1
Mexico	58	40	—	40
Northern Mariana Islands	—	1	—	1
Panama	1	3	—	3
Philippines	2	3	—	3
Puerto Rico	5	5	—	5
Qatar	7	1	—	1
Saudi Arabia	22	13	—	13
Thailand	—	1	—	1
United Arab Emirates	10	6	—	6
Total International	154	103	12	115
Totals	1,936	1,622	164	1,786

(a) The properties identified in this table generate revenue in our franchise, rental and financing operating segments.
(b) Of these restaurants, 40 in Florida, one in Georgia and 12 in Canada have been sub-licensed by the area licensee.
Of the 1,622 IHOP restaurants operated by franchisees, 59 were located on sites owned by us, 634 were located on sites leased by us from third parties and 929 were located on sites owned or leased by franchisees. All of the IHOP restaurants operated by area licensees and 1,934 of the franchisee-operated Applebee's restaurants were located on sites owned or leased by the area licensees or the franchisees. We leased one site and owned one site on which franchisee-operated Applebee's restaurants were located.
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 five to 20 years. In addition, a substantial number 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 substantially all IHOP franchised restaurants developed by us under our Previous IHOP 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 restaurant support center in Glendale, California, under a lease expiring in April 2023. We lease approximately 50,000 square feet of office space in Kansas City, Missouri, under a lease expiring in October 2021.

Item 3. Legal Proceedings.
We are subject to various lawsuits, administrative proceedings, audits, and claims arising in the ordinary course of business. Some of these lawsuits purport to be class actions and/or seek substantial damages. We are required to record an accrual for litigation loss contingencies that are both probable and reasonably estimable. Legal fees and expenses associated with the defense of all of our litigation are expensed as such fees and expenses are incurred. Management regularly assesses our insurance deductibles, analyzes litigation information with our attorneys and evaluates our loss experience in connection with pending legal proceedings. While we do not presently believe that any of the legal proceedings to which we are currently a party will ultimately have a material adverse impact on us, there can be no assurance that we will prevail in all the proceedings we are party to, or that we will not incur material losses from them.

Item 4. Mine Safety Disclosure.

Not Applicable.

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 fiscal quarter of 2017 and 2016.

	Fiscal Year 2017 Prices		Fiscal Year 2016 Prices	
Quarter	High	Low	High	Low
First	$78.15	$49.53	$98.82	$77.36
Second	$57.31	$42.37	$94.30	$80.07
Third	$45.60	$36.71	$85.79	$75.05
Fourth	$52.14	$42.05	$88.00	$76.36

Holders

The number of stockholders of record and beneficial owners of our common stock as of February 9, 2018 was estimated to be 17,400.

Dividends on Common Stock

Please refer to Note 11 - Stockholders' Equity, of the Notes to the Consolidated Financial Statements for information on dividends declared and paid in the fiscal years ended December 31, 2017 and 2016.

On February 14, 2018, our Board of Directors approved payment of a cash dividend of $0.63 per share of common stock, payable at the close of business on April 6, 2018 to the stockholders of record as of the close of business on March 19, 2018.

We evaluate dividend payments on common stock within the context of our overall capital allocation strategy with our Board of Directors on an ongoing basis, giving consideration to our current and forecast earnings, financial condition, cash requirements and other factors. There can be no assurance that we will continue to pay such dividends or the amount of such dividends.

Securities Authorized for Issuance Under Equity Compensation Plans

The following table provides information as of December 31, 2017, regarding shares outstanding and available for issuance under the DineEquity, Inc. 2016 Stock Incentive Plan (the “2016 Plan”):

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	1,272,048	$ 61.44	1,394,408
Equity compensation plans not approved by security holders	—	—	—
Total	1,272,048	$ 61.44	1,394,408

The number of securities remaining available for future issuance represents shares under the 2016 Plan. Please refer to Note 13 - Stock-Based Incentive Plans, of the Notes to the Consolidated Financial Statements for a description of the 2016 Plan.

Issuer Purchases of Equity Securities

Purchases of Equity Securities by the Company

Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs (b)	Approximate dollar value of shares that may yet be purchased under the plans or programs (b)
October 2, 2017 – October 29, 2017 [a]	756	$43.86	—	$ 67,100,000
October 30, 2017 – November 26, 2017 [a]	396	—	—	$ 67,100,000
November 27, 2017 – December 31, 2017	—	—	—	$ 67,100,000
Total	1,152	$44.32	—	$ 67,100,000

[a] These amounts represent shares owned and tendered by employees to satisfy tax withholding obligations arising upon the vesting of restricted stock awards. Shares so surrendered by the participants are repurchased by us pursuant to the terms of the plan under which the shares were issued and the applicable individual award agreements and not pursuant to publicly announced repurchase authorizations.

[b] In October 2015, our Board of Directors approved a stock repurchase program authorizing us to repurchase up to $150 million of the Company's common stock on an opportunistic basis from time to time in open market transactions and in privately negotiated transactions, including Rule 10b-5 stock repurchase plans, based on business, market, applicable legal requirements and other considerations. The program does not require the repurchase of a specific number of shares and can be terminated at any time.

Stock Performance Graph

The graph below shows a comparison of the cumulative total stockholder 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, 2017. The graph and table assume $100 was invested at the close of trading on the last day of trading in 2012 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 Stockholder Return

Dine Brands Global, Inc., Standard & Poor's 500 and Value Line Restaurant Index

(Performance Results through December 31, 2017)

	2012	2013	2014	2015	2016	2017
Dine Brands Global, Inc.	$100.00	$129.97	$167.17	$141.78	$134.78	$96.51
Standard & Poor's 500	100.00	132.39	150.51	152.60	170.85	208.15
Restaurant Index	100.00	132.68	148.87	180.21	193.17	239.65

The foregoing performance graph is being furnished as part of this report solely in accordance with the requirement under Rule 14a-3(b)(9) to furnish our stockholders with such information, and therefore, shall not be deemed to be filed or incorporated by reference into any filings by the Company under the Securities Act of 1933, as amended (the "Securities Act") or the Exchange Act.

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 information and the consolidated balance sheet data for the years ended and as of December 31, 2017, 2016, 2015, 2014 and 2013 are derived from our audited consolidated financial statements.

	Fiscal Year Ended December 31,				
	2017	2016	2015	2014	2013
	(In millions, except per share amounts and restaurant data)				
Revenues:					
Franchise and restaurant revenues (a)	$475.0	$501.7	$542.6	$518.6	$502.6
Rental revenues	121.4	123.0	127.7	122.9	124.8
Financing revenues	8.4	9.2	10.8	13.5	13.1
Total revenues	604.8	634.0	681.1	655.0	640.5
Cost of revenues:					
Franchise and restaurant expenses (a)	172.0	162.9	187.0	184.4	173.2
Rental expenses	90.6	91.5	94.6	94.6	97.3
Financing expenses	0.6	0.2	0.5	0.8	0.2
Total cost of revenues	263.2	254.6	282.1	279.9	270.8
Gross profit	341.6	379.4	399.0	375.1	369.7
Impairment of goodwill and intangible assets	531.6	—	—	—	—
General and administrative expenses	165.7	148.9	155.4	145.9	143.6
Interest expense	62.0	61.5	63.3	96.6	100.3
Closure and other impairment charges	4.0	5.1	2.6	3.7	1.8
Loss on extinguishment of debt and temporary equity	—	—	—	64.9	0.1
(Gain) loss on disposition of assets (a)	(6.2)	0.8	(0.9)	0.3	(0.2)
Other expense (b)	10.0	10.0	10.0	12.1	13.6
Income before income taxes	(425.4)	153.1	168.6	51.6	110.6
Income tax benefit (provision)	94.8	(55.1)	(63.7)	(15.1)	(38.6)
Net (loss) income	(330.5)	98.0	104.9	36.5	72.0
Less: Net loss (income) allocated to unvested participating restricted stock	6.5	(1.4)	(1.4)	(0.5)	(1.2)
Net (loss) income available to common stockholders	$(324.0)	$96.6	$103.5	$35.9	$70.8
Net (loss) income available to common stockholders per share:					
Basic	$(18.28)	$5.36	$5.55	$1.92	$3.75
Diluted	$(18.28)	$5.33	$5.52	$1.90	$3.70
Weighted average shares outstanding:					
Basic	17.7	18.0	18.6	18.8	18.9
Diluted	17.7	18.1	18.8	19.0	19.1
Dividends declared per common share	$3.88	$3.73	$3.545	$3.125	$3.00
Dividends paid per common share	$3.88	$3.68	$3.50	$2.25	$3.00
Balance Sheet Data (end of year):					
Cash and cash equivalents	$117.0	$140.5	$144.8	$104.0	$106.0
Restricted cash—short-term and long-term (c)	46.1	45.0	47.2	67.0	0.7
Property and equipment, net (a)	199.6	205.1	219.6	241.2	274.3
Total assets (d)	1,750.2	2,278.6	2,331.9	2,393.7	2,366.8
Long-term debt, less current maturities (d)	1,269.8	1,282.7	1,279.5	1,276.5	1,189.5
Capital lease obligations, less current maturities	61.9	74.7	84.8	98.1	111.7
Financing obligations, less current maturities	39.2	39.5	42.4	42.5	48.8

Stockholders' (deficit) equity	(146.7)	252.8	267.2	279.1	315.2
Other Financial Data:					
Cash flows provided by operating activities	$65.7	$118.1	$135.5	$118.5	$127.8
Capital expenditures	13.4	5.6	6.6	5.9	7.0
Domestic system-wide same-restaurant sales percentage change:					
Applebee's	(5.3)%	(5.0)%	0.2 %	1.1 %	(0.3)%
IHOP	(1.9)%	(0.1)%	4.5 %	3.9 %	2.4 %
Total restaurants (end of year):					
Applebee's	1,936	2,016	2,033	2,017	2,011
IHOP	1,786	1,733	1,683	1,650	1,620
Total restaurants	3,722	3,749	3,716	3,667	3,631

(a) We refranchised nine IHOP company-operated restaurants in 2017 and 23 Applebee's company-operated restaurants in 2015.
(b) Includes amortization of intangible assets in each year as well as $1.3 of debt modification costs in 2013.
(c) Restricted cash increased in 2014 due to refinancing of long-term debt. See Note 7 - Long-Term Debt, of the Notes to Consolidated Financial Statements
(d) Amounts for 2014 and 2013 were restated in 2015 to reflect accounting standards adopted in that year.

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

Cautionary Statement Regarding 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,” “could,” “expect,” “anticipate,” “believe,” “estimate,” “intend,” “plan,” “goal” and other similar expressions. You should consider our forward-looking statements in light of the risks discussed under the heading “Risk Factors,” 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 United States Securities and Exchange Commission. 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.

General

The first International House of Pancakes restaurant opened in 1958 in Toluca Lake, California. Shortly thereafter, the Company's predecessor began developing and franchising additional restaurants. The Company was incorporated under the laws of the State of Delaware in 1976 with the name IHOP Corp. In November 2007, the Company completed the acquisition of Applebee's International, Inc., which became a wholly-owned subsidiary of the Company. Effective June 2, 2008, the name of the Company was changed to DineEquity, Inc. and on February 20, 2018, the name of the Company was changed to Dine Brands Global, Inc.SM (“Dine Brands Global,” “we” or “our”). Through various subsidiaries (see Exhibit 21, Subsidiaries of Dine Brands Global, Inc.), we own and franchise the Applebee's Neighborhood Grill & Bar® (“Applebee's”) concept in the bar and grill segment within the casual dining category of the restaurant industry, and own, franchise and operate the International House of Pancakes® (“IHOP”) concept in the family dining category of the restaurant industry. References herein to Applebee's® and IHOP® restaurants are to these two concepts, whether operated by franchisees, area licensees or us.

Domestically, Applebee's and IHOP franchise restaurants are located in all 50 states and two IHOP franchise restaurants are located in the District of Columbia. Internationally, IHOP restaurants are located in three United States territories and 13 countries outside of the United States; Applebee's restaurants are located in two United States territories and 15 countries outside of the United States. With over 3,700 restaurants combined, we believe we are the largest full-service restaurant company in the world. The June 19, 2017 issue of Nation's Restaurant News reported that IHOP and Applebee's were the largest restaurant systems in the family dining and casual dining categories, respectively, in terms of United States system-wide sales during 2016. This marks the tenth consecutive year our two brands have achieved the number one ranking in Nation's Restaurant News.

We have a 52/53 week fiscal year ending on the Sunday nearest to December 31 of each year. For convenience, in this annual report on Form 10-K, we refer to all fiscal years as ending on December 31 and all interim fiscal quarters as ending on March 31, June 30 and September 30 of the respective fiscal year. There were 52 calendar weeks in our 2017 and 2016 fiscal years that ended on December 31, 2017 and January 1, 2017, respectively, and 53 calendar weeks in our 2015 fiscal year that ended January 3, 2016.

Executive Summary of 2017 Results

Overview

- We incurred a net loss of $330.5 million, due in large part to impairment charges taken in the third quarter of 2017 of $358.2 million for Applebee's goodwill and $173.4 million for Applebee's tradename. The goodwill impairment was not deductible for federal income tax purposes and therefore we received no tax benefit related to the goodwill impairment. We did recognize a deferred tax benefit of $65.1 million related to the impairment charge for Applebee's tradename;
- We recognized a substantial benefit associated with the December 2017 enactment of the Tax Cuts and Jobs Act, primarily due to a one-time revaluation of our net deferred tax liability based on a U.S. federal tax rate of 21 percent. This revaluation reduced our net loss by $77.5 million, or $4.37 per share;

- Our gross profit decreased $37.8 million, primarily due to a decrease of $38.1 million in gross profit from Applebee's franchise operations. Nearly $29 million of the decline was due to Applebee's franchisee financial health issues, specifically, an $11.5 million increase in bad debt expense; an increase of $7.0 million in contributions we made to the

Applebee's National Advertising Fund (the “Applebee's NAF”) to mitigate the decline in franchisee contributions that are based on a percentage of restaurant sales; a $6.2 million decrease in royalty revenue because of uncertainty as to collectibility; and a $4.1 million decrease in royalty revenue due to restaurant closures. An additional $8.3 million of the total decline was due to a 5.3% decrease in Applebee's domestic same-restaurant sales;

- We generated cash provided by operating activities of approximately $66 million and adjusted free cash flow (cash provided by operating activities, plus receipts from notes and equipment contract receivables, less additions to property and equipment) of approximately $63 million in 2017;
- We returned nearly $80 million to our stockholders, comprised of $69.8 million in cash dividends and $10.0 million in the form of stock repurchases;
- IHOP franchisees opened 77 new restaurants worldwide, with net development of 54 restaurants. The opening of 77 restaurants was the highest annual total of franchise restaurant openings for IHOP since the Current Business Model was adopted in 2004. Applebee's franchisees closed 99 restaurants worldwide, with a net reduction of 80 restaurants. Taken together, the total number of our restaurants declined by less than 1% from last year's total; and
- IHOP franchisees remodeled 320 domestic restaurants in 2017 under our new Rise N' Shine design. A total of 620 restaurants have been remodeled since the Rise N' Shine design was announced in late 2015.

Key Performance Indicators

An overview of our key performance indicators for the year ended December 31, 2017 is as follows:

	Applebee's	IHOP
Sales percentage (decrease) increase in domestic system-wide sales	(6.8)%	0.7 %
Net franchise restaurant (reduction) development [(1)]	(80)	54
% (decrease) in domestic same-restaurant sales	(5.3)%	(1.9)%

[(1)] Franchise and area license restaurant openings, net of closings

Financial Summary

	2017	Favorable (Unfavorable) Variance	2016
	(In millions, except per share amounts)		
(Loss) income before income taxes	$(425.4)	$ (578.5)	$153.1
Income tax benefit (provision)	94.8	149.9	(55.1)
Net (loss) income	$(330.5)	$ (428.5)	$98.0
Effective tax rate	22.3 %	13.7 %	36.0 %
Net (loss) income per diluted share	$(18.28)	$ (23.61)	$5.33
Weighted average diluted shares outstanding	17.7	0.4	18.1

Income before income taxes for the year ended December 31, 2017 decreased $578.5 million compared to the year ended December 31, 2016. The primary reasons for the decline are summarized as follows:

	(In millions)
Impairment of Applebee's goodwill and tradename	$(531.6)
Decrease in gross profit:	
Applebee's franchise operations	(38.1)
All other operations	0.3
Total gross profit decrease	(37.8)
Increase in General and Administrative (“G&A”) expenses:	
Executive separation costs	(8.8)
Applebee's stabilization initiatives	(8.6)
All other G&A	0.7
Total G&A increase	(16.7)

Increase in gain on disposition of assets	7.0
Other	0.6
Decrease in income before income taxes	$ (578.5)

Our effective tax rate ("ETR") of 22% for the year ended December 31, 2017 was significantly different than both the federal statutory rate of 35% and the ETR of 36% for the year ended December 31, 2016. The 2017 effective tax rate of 22.3% applied to pretax book loss was lower than the statutory federal tax rate of 35% primarily due to the non-deductibility of the impairment of Applebee's goodwill for federal income tax purposes, which was partially offset by the income tax benefit resulted from the revaluation of our deferred taxes at the federal tax rate of 21% in accordance with the Tax Cuts and Jobs Act. See Note 15 - Income Taxes, of the Notes to Consolidated Financial Statements for additional information.

Key Performance Indicators

In evaluating the performance of Applebee's and IHOP, we consider the key performance indicators to be the percentage change in system-wide sales, the percentage change in domestic system-wide same-restaurant sales ("domestic same-restaurant sales") and net franchise restaurant development. Changes in both domestic same-restaurant sales and in the number of Applebee's and IHOP franchise restaurants directly impact the system-wide retail sales that drive our franchise royalty revenues. Restaurant development also impacts franchise revenue in the form of initial franchise fees and, in the case of IHOP restaurants, sales of proprietary pancake and waffle dry mix.

System-wide Sales and Domestic Same-Restaurant Sales

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 periods in the prior two years. Sales at restaurants that are owned by franchisees and area licensees are not attributable to the Company and, as such, the percentage changes in sales presented below are based on non-GAAP sales data. 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, and, where applicable, rental payments under leases that partially may be 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.

Applebee's Restaurant Data	Year Ended December 31,		
Global Effective Restaurants:[a]	2017	2016	2015
Franchise	1,970	2,027	2,004
Company	—	—	13
Total	1,970	2,027	2,017
System-wide:[b]			
Domestic sales percentage change[c]	(6.8)%	(6.8)%	3.4 %
Domestic same-restaurant sales change(d)	(5.3)%	(5.0)%	0.2 %
Franchise:[b]			
Domestic sales percentage change[c]	(6.8)%	(6.2)%	3.9 %
Domestic same-restaurant sales change(d)	(5.3)%	(5.0)%	0.2 %
Domestic average weekly unit sales (in thousands)	$43.6	$45.3	$47.8
IHOP Restaurant Data			
Global Effective Restaurants:[a]			
Franchise	1,576	1,517	1,481
Area license	164	166	166
Company	5	10	12
Total	1,745	1,693	1,659
System-wide:[b]			
Sales percentage change[c]	0.7 %	(0.3)%	8.1 %

Domestic same-restaurant sales change(d)	(1.9)%	(0.1)%	4.5 %
Franchise:[b]			
Sales percentage change[c]	1.2 %	(0.3)%	8.2 %
Domestic same-restaurant sales change(d)	(1.9)%	(0.1)%	4.5 %
Average weekly unit sales (in thousands)	$36.3	$37.3	$37.6
Area License:[b]			
IHOP sales percentage change[c]	(0.7)%	0.6 %	5.9 %

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(a) “Global Effective Restaurants” are the weighted average number of restaurants open 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, domestic and international, which includes restaurants owned by franchisees and area licensees as well as those owned by the Company.

(b) “System-wide sales” are retail sales at Applebee’s restaurants operated by franchisees and IHOP restaurants operated by franchisees and 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. An increase in franchisees' reported sales will result in a corresponding increase in our royalty revenue, while a decrease in franchisees' reported sales will result in a corresponding decrease in our royalty revenue. Unaudited reported sales for Applebee's domestic franchise restaurants, IHOP franchise restaurants and IHOP area license restaurants for the years ended December 31, 2017, 2016 and 2015 were as follows:

	Year Ended December 31,		
Reported sales (unaudited)	2017	2016	2015
	(In millions)		
Applebee's domestic franchise restaurant sales	$4,117.1	$4,418.6	$4,711.9
IHOP franchise restaurant sales	2,974.6	2,939.9	2,948.3
IHOP area license restaurant sales	280.6	282.5	280.9
Total	$7,372.3	$7,641.0	$7,941.1

(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 sales percentage change for the years ended December 31, 2016 and 2015 was impacted by a 53rd calendar week in fiscal year 2015.

(d) “Domestic same-restaurant sales change” reflects the percentage change in sales in any given fiscal year, compared to the same weeks in the prior year, for domestic restaurants that have been operated throughout both fiscal years that are being compared and have been open for at least 18 months. Because of new unit openings and restaurant closures, the domestic restaurants open throughout the fiscal years being compared may be different from year to year. Domestic same-restaurant sales percentage change does not include data on IHOP area license restaurants.

Domestic Same-Restaurant Sales Trends

Applebee’s domestic same-restaurant sales increased 1.3% for the three months ended December 31, 2017 from the same period in 2016, the first quarterly increase in two and one-half years. The increase in the fourth quarter of 2017 was primarily due to an increase in customer traffic that was partially offset by a decrease in average customer check. We believe the increases in traffic and same-restaurant sales were due, in part, to favorable customer response to marketing initiatives implemented during the quarter, to our revitalized menu offerings and to operational improvements in the quality of the customer experience. Applebee's performance for the fourth quarter of 2017 exceeded that of the casual dining segment of the restaurant industry. Based on data from Black Box, the casual dining segment of the restaurant industry experienced a slight increase in same-restaurant sales during the fourth quarter of 2017 resulting from an increase in average customer check that was mostly offset by a decline in customer traffic. Applebee's outperformance during the fourth quarter was due primarily to its differential improvement in traffic.

For the full year ended December 31, 2017, Applebee’s domestic same-restaurant sales decreased 5.3%, which was a 200 basis-point improvement over the decrease of 7.3% realized through the first nine months of 2017. The decrease in domestic same-restaurant sales for the full year 2017 was primarily due to a decline in customer traffic, along with a smaller decrease in average customer check. For the full year 2017, Applebee's performance trailed that of the casual dining segment. The casual dining segment's decrease in same-restaurant sales was smaller than Applebee's and was due to a decline in traffic that was partially offset by an increase in average check. As reported by Black Box, the decrease in customer traffic the casual dining segment experienced for the full year 2017 was smaller than the Applebee's decrease in customer traffic, and the casual dining segment experienced an increase in average customer check for the full year 2017 compared to Applebee's decrease in average customer check.

We believe the differential between Applebee's performance for the full year 2017 and that of the casual dining segment is due in large part to unsuccessful tactical initiatives previously implemented by Applebee's that have since been addressed and to the inconsistent quality of operations across the Applebee's system. We engaged third-party consultants during the first half of 2017 to assess the continued decline in Applebee's traffic and same-restaurant sales and to provide actionable recommendations to stabilize the decline and to assist with franchisee health initiatives. These recommendations were implemented and, in large part, drove the positive sales in the fourth quarter of 2017. We incurred approximately $8.6 million of costs related to these stabilization initiatives in 2017.

IHOP’s domestic same-restaurant sales decreased 0.4% for the three months ended December 31, 2017. The decline in the fourth quarter of 2017 was due to a decrease in customer traffic that was partially offset by an increase in average customer check. IHOP customer traffic has declined for nine consecutive quarters, however, the percentage decrease in the fourth quarter of 2017 was the smallest since the first quarter of 2016. We believe the improvement in IHOP's domestic same-restaurant sales in the fourth quarter of 2017 compared to the third quarter of 2017 was due to successful limited-time promotions along with the roll-out of our new “IHOP 'N Go” mobile ordering technology. For the full year ended December 31, 2017, IHOP's domestic same-restaurant sales decreased 1.9%. The decrease for the full year 2017 also was due to a decrease in customer traffic that was partially offset by an increase in average customer check.

IHOP's performance for both the fourth quarter and full year of 2017 lagged that of the family dining segment of the restaurant industry. Based on data from Black Box, during the fourth quarter of 2017, the family dining segment had an increase in same-restaurant sales due primarily to an increase in average check that was larger than IHOP's, offset by a decrease in traffic that was also larger than IHOP's. For the full-year 2017, the family dining segment experienced a smaller decrease in same-restaurant sales than IHOP, due primarily to a smaller decrease in traffic than IHOP experienced.

In the short term, a decline in customer traffic at either brand may be offset by an increase in average customer check resulting from an increase in menu prices, a favorable change in product sales mix, or a combination thereof. A sustained decline in same-restaurant customer traffic that cannot be offset by an increase in average customer check could have an adverse effect on our business, results of operations and financial condition, due to, among other things, reduced royalty revenues, higher bad debt expense resulting from the failure or inability of franchisees to pay amounts owed to us when due, and a possible decline in the number of franchise restaurants because of reduced restaurant development or restaurant closures.

Net Franchise Restaurant Development

The total number of Applebee's franchise restaurants open at December 31, 2017 declined 4% from the number open at December 31, 2016 as franchisees opened 19 new restaurants but closed 99 restaurants. Restaurant closures can occur for a variety of reasons that may differ for each restaurant and for each franchisee. Closures generally fall into one of two categories: restaurants in older locations whose retail, residential and traffic demographics have changed unfavorably over time, and restaurants with non-viable unit economics. The majority of Applebee's restaurant closures in 2017 were due to these factors. While 18 of the restaurants were closed by a single franchisee, no other franchisee had more than 10 restaurant closures.

IHOP franchisees and area licensees opened 77 restaurants in 2017 and closed 23 restaurants, resulting in net development of 54 restaurants, the highest net development since 2009. The opening of 77 restaurants was the highest annual total of franchise restaurant openings for IHOP since the Current Business Model was adopted in 2004. We believe the IHOP closures were primarily due to natural attrition as the total number of closures in 2017 was only slightly higher than the average annual closure rate of 21 restaurants per year over the three previous years.

Internationally, franchisees of both brands opened 37 restaurants and closed 22, for net development of 15 restaurants. This international activity is included in the total activity for each brand cited above.

The following tables summarize Applebee's and IHOP restaurant development and franchising activity over the past three years:

	Year Ended December 31,		
	2017	2016	2015
Applebee's Restaurant Development Activity			
Summary - beginning of period:			
Franchise	2,016	2,033	1,994
Company	—	—	23
Total Applebee's restaurants, beginning of period	2,016	2,033	2,017
Domestic	1,858	1,878	1,870
International	158	155	147
Franchise restaurants opened:			
Domestic	10	19	27
International	9	10	17
Total franchise restaurants opened	19	29	44
Franchise restaurants closed:			
Domestic	(86)	(39)	(19)
International	(13)	(7)	(9)
Total franchise restaurants closed	(99)	(46)	(28)
Net franchise restaurant (reduction) development	(80)	(17)	16
Refranchised from Company restaurants	—	—	23
Net franchise restaurant (decrease) increase	(80)	(17)	39
Summary - end of period:			
Franchise	1,936	2,016	2,033
Company restaurants	—	—	—
Total Applebee's restaurants, end of period	1,936	2,016	2,033
Domestic	1,782	1,858	1,878
International	154	158	155
% (Decrease) increase in total Applebee's restaurants from prior year	(4.0)%	(0.8)%	0.8%

	Year Ended December 31,		
	2017	2016	2015
IHOP Restaurant Development Activity			
Summary - beginning of period:			
Franchise	1,556	1,507	1,472
Area license	167	165	167
Company[(a)]	10	11	11
Total IHOP restaurants, beginning of period	1,733	1,683	1,650
Domestic	1,637	1,604	1,579
International	96	79	71
Franchise/area license restaurants opened:			
Domestic franchise	48	43	44
Domestic area license	1	3	3
International franchise	28	20	8
Total franchise/area license restaurants opened	77	66	55
Franchise/area license restaurants closed:			
Domestic franchise	(11)	(12)	(17)
Domestic area license	(3)	(1)	(5)
International franchise	(8)	(3)	—
International area license	(1)	—	—
Total franchise/area license restaurants closed	(23)	(16)	(22)
Net franchise/area license restaurant development	54	50	33
Refranchised from Company restaurants	9	1	3
Franchise restaurants reacquired by the Company	—	—	(3)
Net franchise/area license restaurant additions	63	51	33
Summary - end of period:			
Franchise	1,622	1,556	1,507
Area license	164	167	165
Company[(a)]	—	10	11
Total IHOP restaurants, end of period	1,786	1,733	1,683
Domestic	1,671	1,637	1,604
International	115	96	79
% Increase in total IHOP restaurants from prior year	3.1 %	3.0 %	2.0 %

[(a)] During the twelve months ending December 31, 2017, nine company-operated restaurants were refranchised and one was permanently closed.

During 2018, we expect Applebee's franchisees to develop between 10 and 15 new restaurants globally, the majority of which are expected to be international openings. IHOP franchisees are projected to develop between 85 and 100 new IHOP restaurants globally, the majority of which are expected to be domestic openings. We anticipate the closing of between 60 and 80 Applebee's restaurants in 2018 as part of the continuation of a system-wide analysis to optimize the health of the franchisee system. We expect to close between 30 and 40 IHOP restaurants in 2018.

The actual number of openings may differ from both our expectations and development 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 economic conditions and franchisee noncompliance with development agreements. The timing of new restaurant openings also may be affected by various factors including weather-related and other construction delays, difficulties in obtaining timely regulatory approvals and the impact of currency fluctuations on our international franchisees. The actual number of closures also may differ from our expectations. Our franchisees are independent businesses and decisions to close restaurants can be impacted by numerous factors in addition to changes in Applebee's domestic same-restaurant sales that are outside of our control, including but not limited to, franchisees' agreements with landlords and lenders.

Consolidated Results of Operations - Fiscal 2017, 2016 and 2015
Significant Known Events, Trends or Uncertainties Impacting or Expected to Impact Comparisons of Reported or Future Results
Applebee's has experienced a decline in system-wide sales over the past two years that was primarily due to a decrease in customer traffic. This decline in sales at our franchisees' restaurants has adversely impacted the financial health of some of the franchisees and the timely payment of amounts they owe us for royalty payments and advertising fund contributions. The non-timely payments are primarily concentrated amongst four franchisees. Two franchisees representing approximately 13% of Applebee's 2017 domestic system-wide sales are exhibiting a higher level of financial difficulty than the other franchisees. These franchisee health issues, in turn, had an adverse impact on our 2017 financial results as follows: (i) our bad debt expense increased $11.5 million; (ii) we contributed $9.5 million to the Applebee's NAF to mitigate both the decline in franchisee contributions that are based on a percentage of restaurant sales and the non-timely payment by certain franchisees; and (iii) there was a decrease of $6.2 million in royalty revenue due to uncertainty as to its collectibility. We engaged third-party consultants during the first half of 2017 to assess the continued decline in Applebee's traffic and same-restaurant sales and to provide actionable recommendations to stabilize the decline and to assist with franchisee health initiatives. These recommendations were implemented and, in large part, drove the positive sales in the fourth quarter of 2017. We incurred approximately $8.6 million of costs related to these stabilization initiatives in 2017.
Throughout 2017 we addressed franchisee financial health through a collaborative effort between ourselves, a third-party advisor and franchisee representatives. We have considered various forms of assistance to franchisees, such as restaurant closures, assessing franchisee debt arrangements, temporary forbearance on payment obligations, extensions of credit and other support programs. To date, the assistance provided primarily has been the approved closures of non-viable restaurants and waiver of related termination fees, as well as loans to certain franchisees. Applebee's restaurant closures during 2017 reduced our royalty revenue by approximately $4.1 million. Any additional assistance to franchisees may entail incremental costs.
Virtually all domestic Applebee's franchisees have entered into an amendment to their franchise agreements that will increase their contribution to the Applebee's NAF by 0.25% to 3.50% of their gross sales and decrease their minimum local promotional expenditures to 0.25% of their gross sales for the period from January 1, 2018 to December 31, 2019. Such franchisees have also agreed to an incremental temporary increase in the advertising contribution rate, subject to certain contingencies. We will contribute an additional $30 million to the Applebee's NAF during the first six months of 2018.
While we are encouraged by the improvement in Applebee's same-restaurant sales and customer traffic during the fourth quarter of 2017, there can be no assurance that this favorable trend will continue or to what extent any improvement in same-restaurant sales and customer traffic might mitigate the franchisee health issues discussed above. Until such mitigation occurs, we may, in the future, continue to experience relatively high charges for bad debt as a percentage of revenue or be unable to recognize all of the royalty revenue to which we are entitled.

Events Impacting Comparability of Financial Information
Impairment of Applebee's Goodwill and Tradename

We performed an interim quantitative test for impairment of Applebee's goodwill and indefinite-lived intangible assets in the third quarter of 2017. As a result of performing the interim quantitative test, we recognized an impairment of Applebee's goodwill of $358.2 million and an impairment of Applebee's tradename of $173.4 million.

See additional discussion of these impairments under the heading "Financial Review - Impairment of Goodwill and Intangible Assets."

Tax Cuts and Jobs Act

The Tax Cuts and Jobs Act (the "Tax Act") enacted in December 2017 lowered the Federal statutory corporate tax rate from 35% to 21%, beginning in 2018. In accordance with U.S. GAAP, we revalued our net deferred tax liability as of

December 31, 2017, based on a U.S. federal tax rate of 21 percent. This revaluation reduced our 2017 net loss by $77.5 million, or $4.37 per share. We also expect to benefit meaningfully from the Tax Act in future periods, primarily due to the impact of the lower U.S. federal tax rate.

Executive Separation Costs

On February 17, 2017, we announced the resignation of our former Chairman and Chief Executive Officer (the "former CEO"), effective March 1, 2017. In accordance with the terms of the Separation Agreement and General Release filed as Exhibit 10.1 to Form 8-K filed on February 17, 2017, we recorded approximately $5.9 million for severance, separation pay and ancillary costs in the first quarter of 2017. All stock options and restricted stock awards held by the former CEO that were unvested at the time of the announcement became vested in connection with the separation. We recorded a charge of approximately $2.9 million related to the accelerated vesting of the equity awards in the first quarter of 2017. Total costs of $8.8 million related to the separation were included in G&A expenses for the year ended December 31, 2017.

Refranchising of Company-operated Restaurants

In June 2017, we refranchised nine of our ten company-operated IHOP restaurants in the Cincinnati, Ohio market area; the one restaurant not refranchised was closed. As a result, we no longer operate any IHOP restaurants on a permanent basis. In July 2015, we refranchised 23 Applebee's company-operated restaurants in the Kansas City, Missouri market area. As of that date, we no longer operated any Applebee's restaurants on a permanent basis.

53rd week in Fiscal 2015

Our fiscal year ends on the Sunday nearest to December 31 of each year. Every five or six years, our fiscal year contains 53 calendar weeks. Our 2015 fiscal year contained 53 calendar weeks, whereas fiscal 2017 and 2016 each contained 52 calendar weeks. The estimated impact of the 53rd week on fiscal 2015 results of operations was an increase in revenue of $13.8 million, an increase in gross profit of $9.4 million, an increase in income before income taxes of $6.8 million and an increase in cash from operating activities of approximately $6 million. These amounts represent unfavorable variances in the respective line items in comparing 2016 results with 2015 results.

Financial Review

Revenue	2017	Favorable (Unfavorable) Variance	2016	Favorable (Unfavorable) Variance	2015
	(In millions)				
Franchise operations	$467.5	$ (16.9)	$484.4	$ (10.3)	$494.7
Rental operations	121.4	(1.6)	123.0	(4.6)	127.7
Company restaurant operations	7.5	(9.8)	17.4	(30.5)	47.9
Financing operations	8.4	(0.8)	9.2	(1.7)	10.8
Total revenue	$604.8	$ (29.2)	$634.0	$ (47.1)	$681.1
Change vs. prior year	(4.6)%		(6.9)%		6.3%

Our 2017 total revenue declined $29.2 million compared to 2016. The significant components of the change are as follows:

- Franchise revenues decreased due to a 5.3% decline in Applebee's same-restaurant sales, an increase in Applebee's revenue we did not recognize due to uncertainty as to collectibility, an increase in closures of Applebee's restaurants, and a decrease in sales of IHOP pancake and waffle dry mix. These unfavorable items were partially offset by new restaurant development by IHOP franchisees.
- Company restaurant revenue declined primarily due to the refranchising of nine IHOP company-operated restaurants as noted above under "Events Impacting Comparability of Financial Information."
- Rental and financing revenues decreased primarily due to the progressive decline in interest income as financed receivables were repaid.

Our 2016 total revenue declined $47.1 million compared to 2015, of which $13.8 million was due to a 53rd calendar week in 2015. Other components of the total change are as follows:

- Company restaurant revenue declined primarily due to the refranchising of 23 Applebee's restaurants as noted under "Events Impacting Comparability of Financial Information."
- Rental and financing revenues decreased primarily due to the progressive decline in interest income as financed receivables were repaid.
- Increased franchise revenues due to IHOP restaurant development and sales of pancake and waffle dry mix were offset by a decrease in Applebee's franchise royalties primarily due to a 5.0% decline in same-restaurant sales and to lower franchise, extension and termination fees from both brands.

Gross Profit (Loss)	2017	Favorable (Unfavorable) Variance	2016	Favorable (Unfavorable) Variance	2015
	(In millions)				
Franchise operations	$303.4	$ (36.3)	$339.7	$ (16.0)	$355.7
Rental operations	30.8	(0.7)	31.5	(1.6)	33.1
Company restaurant operations	(0.3)	0.5	(0.8)	(0.7)	(0.1)
Financing operations	7.7	(1.3)	9.0	(1.3)	10.3
Total gross profit	$341.6	$ (37.8)	$379.4	$ (19.6)	$399.0
Change vs. prior year	(10.0)%		(4.9)%		6.4 %

Our 2017 gross profit decreased $37.8 million compared to 2016. Primary components of the total change are as follows:

- Franchise gross profit declined primarily due to the decrease in revenue described above, an increase in Applebee's bad debt expense and an increase in franchisor contributions to the Applebee's NAF.
- Rental and financing gross profit was adversely impacted by the progressive decline in interest income as financed receivables were repaid.
- Company-operated restaurant gross profit improved slightly due to the refranchising of nine IHOP company-operated restaurants noted above.

Our 2016 gross profit decreased $19.6 million compared to 2015, of which $9.4 million was due to a 53rd calendar week in 2015. Other components of the total change are as follows:

- Franchise gross profit declined primarily due to a 5.0% decrease in Applebee's domestic franchise same-restaurant sales as well as lower franchise, extension and termination fees from both brands. These unfavorable items were partially offset by IHOP restaurant development and favorability in pancake and waffle dry mix.
- Rental and financing gross profit was adversely impacted by the progressive decline in interest income as financed receivables were repaid.
- Company-operated restaurant gross profit declined primarily due to the refranchising of 23 Applebee's company-operated restaurants noted above.

Franchise Operations	2017	Favorable (Unfavorable) Variance	2016	Favorable (Unfavorable) Variance	2015
	(In millions, except number of restaurants)				
Global Effective Franchise Restaurants:[1]					
Applebee’s	1,970	(57)	2,027	23	2,004
IHOP	1,740	57	1,683	36	1,647
Franchise revenues:					
Applebee's	$168.9	$ (19.4)	$188.3	$ (14.0)	202.3
IHOP	185.4	0.6	184.8	0.5	184.3
Advertising	113.2	1.9	111.3	3.2	108.1
Total franchise revenues	467.5	(16.9)	484.4	(10.3)	494.7
Franchise Expenses:					
Applebee’s	28.8	(18.7)	10.2	(4.6)	5.6
IHOP	22.1	1.2	23.2	2.1	25.3
Advertising	113.2	(1.9)	111.3	(3.2)	108.1
Total franchise expenses	164.1	(19.5)	144.6	(5.7)	139.0

Franchise Segment Profit:					
Applebee’s	140.1	(38.1)	178.2	(18.5)	196.7
IHOP	163.3	1.7	161.6	2.6	159.0
Total franchise segment profit	$303.4	$ (36.4)	$339.7	$ (15.9)	$355.7
Gross profit as % revenue	64.9 %		70.1 %		71.9 %

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(1) Global Effective Franchise Restaurants are the weighted average number of franchise restaurants open in a given fiscal period, adjusted to account for franchise restaurants open for only a portion of the period.

Our 2017 total franchise revenue declined $16.9 million compared to 2016. The significant components of the total change are as follows:

- Applebee's franchise revenue decreased almost $20 million. A 5.3% decrease in Applebee's domestic same-restaurant sales reduced revenue by $8.3 million and there was a decrease of $6.2 million of royalty revenue due to uncertainty as to its collectibility. Restaurant closures reduced revenue by $4.1 million. Lower franchise termination and transfer fees also contributed to the decrease.
- IHOP franchise revenues improved primarily due to increases in effective franchise restaurants due to franchisee development and an increase in international sales. These favorable items were primarily offset by a $1.6 million decrease in sales of pancake and waffle dry mix and a 1.9% decrease in IHOP's domestic same-restaurant sales.
- Advertising revenues increased due to the IHOP restaurant development noted above.

Our 2017 total franchise expenses increased $19.5 million compared to 2016. The significant components of the total change are as follows:

- Applebee's franchise expenses increased primarily because of an $11.5 million increase in bad debt expense and an increase in franchisor marketing contributions. We contributed $9.5 million to the Applebee's NAF in 2017 to mitigate the decline in franchisee contributions that are based on a percentage of restaurant sales as compared to a $2.5 million contribution in 2016.
- IHOP franchise expenses improved due primarily to favorability in pancake and waffle dry mix purchases partially offset by a $0.8 million franchisor contribution to the IHOP national advertising fund.
- Advertising expenses increased concurrently with the increase in advertising revenues.

Our 2016 total franchise revenue declined $10.3 million compared to 2015, most of which was due to a 53rd calendar week in 2015 as discussed above under “Events Impacting Comparability of Financial Information.” Other components of the total change are as follows:

- Applebee's franchise revenue decreased approximately $8 million due to a 5.0% decrease in Applebee's domestic same-restaurant sales. Lower franchise termination and transfer fees and an increase in the amount of royalties we did not recognize due to uncertainty as to collectibility also contributed to the decrease. These unfavorable items were partially offset by an increase of approximately $0.9 million from a full year of royalty revenues in 2016 from 23 refranchised restaurants compared to six months of royalty revenue in 2015.
- IHOP franchise revenues improved due to increases in effective franchise restaurants due to franchisee development and an increase in sales of pancake and waffle dry mix. These favorable items were primarily offset by a $1.4 million decrease in franchise termination, transfer and extension fees. The 0.1% decrease in IHOP's domestic same-restaurant sales did not have a significant impact on the change in 2016 IHOP franchise revenues compared to 2015.
- Advertising revenues increased due to the IHOP restaurant development noted above and an increase in the number of international restaurants of both brands participating in advertising funds.

Our 2016 total franchise expenses increased $5.7 million compared to 2015, which included $2.9 million of favorability because of a 53rd calendar week in 2015. Other components of the total change are as follows:

- Applebee's franchise expenses increased primarily because of a $2.5 million franchisor contribution to the Applebee's NAF and a $1.4 million increase in bad debt expense.
- IHOP franchise expenses improved due to favorability in pancake and dry mix purchases.
- Advertising expenses increased concurrently with the increase in advertising revenues.

Advertising contributions designated for IHOP’s national advertising fund and local marketing and advertising cooperatives, as well as advertising contributions from international franchise restaurants of both brands, are recognized as revenue and expense of franchise operations. Because we have less contractual control over Applebee’s domestic advertising expenditures, Applebee's domestic national advertising fund activity is not recognized as franchise revenue and expense. However, effective with the January 1, 2018, adoption of accounting guidance promulgated by the Financial Accounting Standards Board with respect to revenue recognition, we will include contributions to and expenditures from the Applebee's NAF as revenue and expense of franchise operations, as is currently done with contributions to and expenditures from the IHOP NAF. See Note 2 - Basis of Presentation and Summary of Significant Accounting Policies, of the Notes to the Consolidated Financial Statements.

Gross profit as a percentage of revenue declined in 2017 compared to 2016 primarily because of the increase in Applebee's bad debt and franchisor contributions to the Applebee's NAF. Gross profit as a percentage of revenue declined in 2016 compared to 2015 primarily because of the increase in Applebee's franchise expenses as well as the increases in advertising revenue which generated no incremental gross profit, partially offset by favorability in pancake and waffle dry mix.

Rental Operations	2017	Favorable (Unfavorable) Variance	2016	Favorable (Unfavorable) Variance	2015
	(In millions)				
Rental revenues	$121.4	$ (1.6)	$123.0	$ (4.7)	$127.7
Rental expenses	90.6	0.9	91.5	3.1	94.6
Rental operations segment profit	$30.8	$ (0.7)	$31.5	$ (1.6)	$33.1
Gross profit as % revenue	25.4 %		25.6 %		25.9 %

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(1) Favorable (unfavorable) variance in comparing 2016 and 2014 results with 2015 results that exclude the 53rd calendar week of 2015.

Rental operations relate primarily to IHOP franchise restaurants that were developed under the Previous IHOP Business Model described under Item 1. - Business. 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 certain franchise restaurants.

Rental revenue declined $1.6 million in 2017 compared to 2016 primarily due to a $1.4 million decrease in rental income based on a percentage of franchisees' retail sales and the expected progressive decline of $1.2 million in interest income as direct financing leases are repaid. These unfavorable items were partially offset by contractual increases in base sublease rentals revenue. Rental expenses decreased $0.9 million in 2017 compared to 2016 primarily because of a $1.3 million decline in interest expense as capital lease obligations are repaid and a decline in depreciation expense, partially offset by contractual increases in prime lease expenses.

Rental revenue declined $4.7 million in 2016 compared to 2015, of which $2.5 million was due to a 53rd calendar week in 2015 and $1.3 million was due to the expected progressive decline as direct financing leases are repaid. There was also a decrease in rental income based on a percentage of franchisees' retail sales. Rental expenses decreased $3.1 million in 2016 compared to 2015 due primarily to a $1.7 million decline in interest expense as capital lease obligations are repaid and additional expenses of $1.2 million due to the 53rd week of 2015.

Financing Operations	2017	Favorable (Unfavorable) Variance	2016	Favorable (Unfavorable) Variance	2015
	(In millions)				
Financing revenues	$8.4	$ (0.8)	$9.2	$ (1.7)	$10.8
Financing expenses	0.6	(0.4)	0.2	0.4	0.5
Financing operations segment profit	$7.7	$ (1.3)	$9.0	$ (1.3)	$10.3
Gross profit as % revenue	92.8 %		98.3 %		95.2 %

Financing operations relate primarily to IHOP franchise restaurants that were developed under the Previous IHOP Business Model described under Item 1. - Business. Financing operations revenue primarily consists of interest income from the financing of franchise fees and equipment leases. We also sell equipment associated with IHOP franchise restaurants we have reacquired when those restaurants are subsequently refranchised to a new franchisee. Financing expenses are primarily the cost of the restaurant equipment sold.

There is a progressive decline in interest income from the financing of franchise fees and equipment leases as note balances are repaid. As a result of this decline, interest income decreased by $1.2 million between 2017 and 2016 and by $1.1 million between 2016 and 2015. The remaining minor variances in financing revenues and expenses are due to changes in sales and cost of sales of equipment associated with reacquired IHOP franchise restaurants subsequently refranchised to new franchisees. Sales of equipment associated with reacquired IHOP restaurants are, by nature, unpredictable and variable in any given year. The 53rd calendar week in 2015 did not have a significant impact on the comparisons of financing revenues, expenses and gross profit between 2016 and 2015.

Company Operations	2017	Favorable (Unfavorable) Variance	2016	Favorable (Unfavorable) Variance	2015
	(In millions, except number of restaurants)				
Effective Company Restaurants:[1]					
Applebee’s	—	—	—	(13)	13
IHOP	5	(5)	10	(2)	12
Company restaurant sales	$7.5	$ (9.8)	$17.4	$ (30.5)	$47.9
Company restaurant expenses	7.8	10.4	18.2	29.8	48.0
Company restaurant segment (loss) profit	$(0.3)	$ 0.5	$(0.8)	$ (0.8)	$(0.1)
Gross loss as % revenue	(4.3)%		(4.9)%		(0.2)%

[1] Effective Company Restaurants are the weighted average number of company-operated restaurants open in a given fiscal period, adjusted to account for company-operated restaurants open for only a portion of the period.

As discussed above under “Events Impacting Comparability of Financial Information,” over the past two years we have refranchised the last company-operated restaurants of both brands. As of December 31, 2017, we do not operate any restaurants. From time to time, we have operated IHOP restaurants reacquired from franchisees on a temporary basis until those restaurants are refranchised and we may reacquire both IHOP and Applebee's restaurants on a temporary basis in the future. There were no restaurants under temporary operation at December 31, 2017. The 53rd calendar week in 2015 did not have a significant impact on the comparisons of restaurant sales, expenses and gross profit between 2016 and 2015.

General and Administrative Expenses	2017	Favorable (Unfavorable) Variance	2016	Favorable (Unfavorable) Variance	2015
	(In millions)				
	$165.7	$ (16.7)	$148.9	$ 6.5	$155.4

G&A expenses increased $16.7 million in 2017 compared to 2016, primarily due to charges of $8.8 million related to the executive separation costs discussed above under “Events Impacting Comparability of Financial Information.” Additionally, we incurred $8.6 million of costs related to Applebee's stabilization initiatives, primarily costs of third-party consultants engaged to assess the decline in Applebee's traffic and same-restaurant sales, to provide actionable recommendations to stabilize the decline and to assist with franchisee health initiatives. These recommendations were implemented and, in large part, drove an increase in Applebee's domestic same-restaurant sales in the fourth quarter of 2017. All other G&A expenses declined $0.6 million, due primarily to a $1.5 million decrease in recruiting and relocation costs, a $1.1 million decrease in professional services and a $1.1 million decrease in conference and travel costs, partially offset by a $3.2 million increase in personnel-related costs. The increase in personnel-related costs was primarily due to salary and benefit costs for open management positions that were filled during 2016, partially offset by lower costs of incentive compensation.

G&A expenses decreased $6.5 million in 2016 compared to 2015, primarily due to decreases in personnel-related costs of $6.7 million, in occupancy costs of $1.6 million and in consumer research costs of $0.7 million. Additionally, $1.5 million of the decline was due to additional expenses incurred in the 53rd week of 2015, primarily salaries, benefits and depreciation. The decrease in personnel-related costs is due primarily to lower incentive compensation costs of $7.2 million and lower costs of $1.8 million related to the consolidation of the Kansas City restaurant support center, partially offset by higher full-year costs of stock-based compensation, salary and benefits for several senior management positions that were filled during 2015. The decrease in occupancy costs was primarily due to the consolidation of the Kansas City restaurant support center. These favorable items were offset by higher costs of $3.0 million for professional services and $1.0 million for franchisee conferences.

Impairment of Goodwill and Intangible Assets	2017	Favorable (Unfavorable) Variance	2016	Favorable (Unfavorable) Variance	2015
	(In millions)				
Impairment of goodwill	$358.2	$ (358.2)	$ —	$ —	$ —
Impairment of tradename	173.4	(173.4)	—	—	—
Total	$531.6	$ (531.6)	$ —	$ —	$ —

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We performed a quantitative test for impairment of Applebee's goodwill and tradename as of October 31, 2016, the annual testing date. We identified no impairments as a result of performing these quantitative assessments, however, we did note that the fair value of the Applebee's Franchise Reporting Unit exceeded the carrying value of the unit by 9% and therefore considered the unit to be at risk of impairment.

In the third quarter of 2017, we noted that the decline in the market price of our common stock since December 31, 2016, which we had believed to be temporary, persisted throughout the first eight months of 2017 and that the favorable trend in Applebee's domestic same-restaurant sales experienced in the second quarter of 2017 did not continue into the first two months of the third quarter of 2017. We also noted a continuing increase in Applebee's bad debt expense and in royalties not recognized in income due to uncertainty as to collectibility. Additionally, we also determined an increasing shortfall in franchisee contributions to the Applebee's national advertising fund could require a larger amount of future subsidization in the form of additional franchisor contributions to the fund than previously estimated. Based on these unfavorable developments, we determined that indicators of impairment existed and that an interim test of goodwill and indefinite-lived intangible assets for impairment should be performed.

In determining the fair value of the Applebee's franchise reporting unit, we used the income approach method of valuation that includes the discounted cash flow method and the market approach that includes the guideline public company method to determine the fair value of goodwill and intangible assets. Significant assumptions made by management in estimating fair value under 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 based on our estimated cost of equity capital and after-tax cost of debt. Significant assumptions used to determine fair value under the guideline public company method include the selection of guideline companies and the valuation multiples applied. In determining the fair value of the Applebee's tradename, we used 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.

The assumptions used in both the discounted cash flow method and the relief of royalty method are determined by the Company based on historical results, trends and anticipated growth resulting from specific development initiatives planned to be implemented over the time horizon covered by the Company's projections. The most impactful assumptions are the discount rate and the forecasted change in system-wide sales (due to a combination of changes in same-restaurant sales and in net restaurant development) that impact our royalty revenues.

There is an inherent degree of uncertainty in preparing any forecast of future results. The projections used in performing the impairment tests reflected an increase in system-wide sales from estimated full-year 2017 amounts, in progressively larger increments, over the time period covered by the projections. System-wide sales are 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 restaurants. Accordingly, there are a number of potential events that could reasonably be expected to negatively affect the forecast of system-wide sales, including a decrease in customers' disposable income available for discretionary spending (because of circumstances such as job losses, credit constraints, higher housing costs, changes to tax regulations, energy costs, interest rates or other costs) or a decrease in the perceived wealth of customers (because of circumstances such as lower residential real estate values, increased foreclosure rates, increased tax rates or other economic disruptions). As a result, our business could experience a decline in sales and/or customer traffic as potential customers choose lower-cost alternatives (such as quick-service restaurants) or other alternatives to dining out. Additionally, negative trends in the availability of credit and in expenses such as interest rates and the cost of construction materials could affect our franchisees' ability to maintain and remodel existing restaurants. Any decreases in customer traffic or average customer check due to these or other reasons could reduce gross sales at franchise restaurants, resulting in lower royalty and other payments from franchisees. This could reduce the profitability of franchise restaurants, potentially impacting the ability of franchisees to make royalty payments owed to us when due (which could adversely impact our current cash flow from franchise operations) and negatively impacting franchisees' ability to develop new restaurants (which could adversely impact our future cash flows from franchise operations).

As a result of performing the interim quantitative test, we recognized an impairment of Applebee's goodwill of $358.2 million and an impairment of Applebee's tradename of $173.4 million. After the impairments, the balances of goodwill and the tradename intangible asset allocated to the Applebee's franchise unit as of September 30, 2017 were $328.5 million and $479.0 million, respectively. We adopted the guidance in FASB Accounting Standards Update 2017-04 on January 1, 2017; accordingly, the amount of the goodwill impairment was determined as the amount by which the carrying amount of the goodwill exceeded the fair value of the Applebee's franchise reporting unit that was estimated in the quantitative test. These assets are at risk of additional impairment in the future in the event of sustained downward movement in the Company's stock price, downward revisions of long-term performance assumptions or increases in the assumed long-term discount rate.

(Gain) Loss on Disposition of Assets	2017	Favorable (Unfavorable) Variance	2016	Favorable (Unfavorable) Variance	2015
	(In millions)				
	$(6.2)	$ 7.0	$0.8	$ (1.7)	$(0.9)

In June 2017, we completed the refranchising and sale of related restaurant assets of nine company-operated IHOP restaurants in the Cincinnati, Ohio market area. As part of the transaction, we entered into an asset purchase agreement, nine franchise agreements and nine sublease agreements for land and buildings. The Company compared the stated rent under the sublease agreements with comparable market rents and recorded net favorable lease assets of $2.3 million in related to the transaction. The Company also received cash of $1.1 million and a note receivable for $4.8 million. After allocating a portion of the consideration to franchise fees and derecognition of the assets sold, we recognized a gain of $6.2 million on the refranchising and sale of the nine restaurants.

In July 2015, we completed the refranchising and sale of related restaurant assets of 23 company-operated Applebee's restaurants in the Kansas City, Missouri market area and we recognized a gain of $2 million on the transaction. There were no other individually significant gains or losses on dispositions of assets during fiscal 2017, 2016 and 2015.

Other Income and Expense Items	2017	Favorable (Unfavorable) Variance	2016	Favorable (Unfavorable) Variance	2015
	(In millions)				
Interest expense	$62.0	$ (0.5)	$61.5	$ 1.8	$63.3
Amortization of intangible assets	10.0	(0.0)	10.0	0.0	10.0
Closure and other impairment charges	4.0	1.1	5.1	(2.5)	2.6
Total	$76.0	$ 0.6	$76.6	$ (0.7)	$75.9

Interest Expense

The decrease in interest expense in 2016 compared to 2015 was primarily due to $1.2 million of additional expense because of the 53rd calendar week in 2015.

Amortization of Intangible Assets

Amortization of intangible assets primarily relates to franchising rights arising from the November 2007 acquisition of Applebee's. See Note 6 - Other Intangible Assets, of the Notes to the Consolidated Financial Statements for additional information.

Closure and Other Impairment Charges	2017	Favorable (Unfavorable) Variance	2016	Favorable (Unfavorable) Variance	2015
	(In millions)				
Closure charges	$3.9	$ (2.7)	$1.2	$ 0.7	$1.4
Kansas City lease exit costs	—	2.9	2.9	(2.9)	—
Long-lived tangible asset impairments	0.1	0.9	1.0	0.2	1.2
Total closure and impairment charges	$4.0	$ 1.1	$5.1	$ (2.5)	$2.6

Closure Charges
Approximately $2.2 million of closure charges for the year ended December 31, 2017 related to one IHOP company-operated restaurant closed during 2017, with the remainder primarily related to adjustments to the estimated

reserve for IHOP and Applebee's restaurants closed prior to 2017. Approximately $0.7 million of closure charges for the year ended December 31, 2016 related to one IHOP franchise restaurant and one Applebee's restaurant closed during 2016, with the remainder related to adjustments to the estimated reserve for IHOP and Applebee's restaurants closed prior to 2016. The substantial majority of closure charges for the year ended December 31, 2015 related to two IHOP franchise restaurants closed during 2015, partially offset by minor adjustments to the estimated reserve for IHOP and Applebee's restaurants closed prior to 2015.

Kansas City Lease Exit Costs

The Company incurred costs of $2.9 million during the year ended December 31, 2016 to exit a facility in connection with the consolidation of the Applebee's Kansas City restaurant support center. Of that total, $2.5 million related to the termination of our involvement in a lease covering two floors of the facility and $0.4 million was accrued as the present value of future lease payments, net of assumed sublease rentals, of a portion of one floor of the facility.

Long-lived Tangible Asset Impairments

Long-lived tangible asset impairment charges for the year ended December 31, 2017 were insignificant. Long-lived tangible asset impairment charges for the year ended December 31, 2016 comprised a charge of $0.6 million for one IHOP company-operated restaurant and charges totaling $0.4 million of individually insignificant charges at eight IHOP company-operated restaurants. Long-lived tangible asset impairment charges for the year ended December 31, 2015 primarily related to $1.1 million of individually insignificant charges at eight IHOP company-operated restaurants and four Applebee's company-operated restaurants. The Company evaluated the causal factors of all impairments of long-lived assets as they were recorded in each year and concluded they were based on factors specific to each asset and not potential indicators of an impairment of other long-lived assets.

Income Tax Benefit (Provision)	2017	Favorable (Unfavorable) Variance	2016	Favorable (Unfavorable) Variance	2015
	(In millions)				
Income tax benefit (provision)	$94.8	$ 149.9	$(55.1)	$ 8.6	$(63.7)
Effective tax rate	22.3 %	13.7 %	36.0 %	1.8 %	37.8 %

The income tax provision will vary from period to period for two primary reasons: a change in pretax book income and a change in the effective tax rate. Changes in our pretax book income between 2017 and 2016 and between 2016 and 2015 are addressed in the preceding sections of “Results of Operations - Fiscal 2017, 2016 and 2015.”

On December 22, 2017, the President of the United States of America signed into law the Tax Cuts and Jobs Act (the “Tax Act”). The Tax Act contains significant changes to corporate taxes, including a permanent reduction of the corporate tax rate from 35% to 21% effective January 1, 2018. The reduction in the corporate rate requires a one-time revaluation of certain tax-related assets and liabilities. As a result of the revaluation of our deferred tax assets and liabilities at December 31, 2017, we recorded a one-time tax benefit of approximately $77.5 million. The Securities and Exchange Commission issued guidance that allows entities to record provisional amounts during a measurement period not to extend beyond one year of the enactment date of the Tax Act. Where we were able to make reasonable estimates of the effects of the Tax Act for which our analysis is not yet complete, we recorded provisional amounts in accordance with the guidance. Where we have not yet been able to make reasonable estimates of the impact of certain elements of the Tax Act, we have not recorded any amounts related to those elements and have continued accounting for them in accordance with the tax laws in effect immediately prior to the enactment of the Tax Act.

The 2017 effective tax rate of 22.3% applied to pretax book loss was lower than the statutory Federal tax rate of 35% primarily due to the non-deductibility of the impairment of Applebee’s goodwill for federal income tax purposes, which partially offsets with the income tax benefit resulted from the revaluation of our deferred taxes at the federal tax rate of 21% in accordance with the Tax Cuts and Jobs Act. See Note 15 - Income Taxes, of the Notes to Consolidated Financial Statements for additional information on differences between our effective tax rate and the statutory Federal tax rate.

The 2016 effective tax rate of 36.0% applied to pretax book income was higher than the statutory Federal tax rate of 35% primarily due to state and local income taxes, offset by applying a lower state tax rate to the deferred tax balances. The 2015 effective tax rate of 37.8% applied to pretax book income was higher than the statutory Federal tax rate of 35% primarily due to state and local income taxes.

As of each reporting date, we consider new evidence, both positive and negative, that could impact our view with regards to future realization of deferred tax assets. As of December 31, 2016 and 2015, we determined that, based on available evidence, the $1.1 million valuation allowance recorded against deferred tax assets was warranted due to Massachusetts enacted legislation requiring unitary businesses to file combined reports. As of December 31, 2017, management determined that sufficient positive evidence exists as of the reporting date to conclude that it is more likely than not the deferred taxes of $1.1 million are realizable, and therefore, reduced the valuation allowance accordingly.

Liquidity and Capital Resources of the Company
Long-Term Debt

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

Class A-2 Notes

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

While the Notes are outstanding, payment of principal and interest is required to be made on the Class A-2 Notes on a quarterly basis. The quarterly principal payment of $3.25 million on the Class A-2 Notes may be suspended when the leverage ratio for the Company and its subsidiaries is less than or equal to 5.25x. In general, the leverage ratio is our indebtedness divided by adjusted EBITDA for the four preceding quarterly periods. The complete definitions of all calculation elements of the leverage ratio are contained in the Base Indenture filed as Exhibit 4.1 to our Form 8-K filed with the SEC on October 3, 2014 ("Base Indenture"). Exceeding the leverage ratio of 5.25x does not violate any covenant related to the Notes. As of December 31, 2017, our leverage ratio was 5.70x (See Exhibit 12.1). We made one principal payment of $3.25 million in the fourth quarter of 2017 and anticipate we will be required to make four quarterly principal payments during 2018.

We may voluntarily repay the Class A-2 Notes at any time; however, if we voluntarily repay the Class A-2 Notes prior to September 2018, we would be required to pay a make-whole premium. As of December 31, 2017, the make-whole payment for voluntary repayment was approximately $18 million; this amount declines ratably to zero in September 2018. We would also be subject to a make-whole premium in the event of a mandatory prepayment occurring prior to September 2018 following a Rapid Amortization Event or certain asset dispositions. The make-whole premium requirements are considered derivatives embedded in the Class A-2 Notes that must be bifurcated for separate valuation. We estimated the fair value of these derivatives to be immaterial as of December 31, 2017, based on the probability-weighted discounted cash flows associated with either event.

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

Additionally, the Company's cash flow would become subject to a rapid amortization event as described below under "Covenants and Restrictions."

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

Variable Funding Notes

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

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

The Variable Funding Notes were undrawn upon issuance on September 30, 2014 and we have not drawn on them since issuance. At December 31, 2017, approximately $3.1 million was pledged against the Variable Funding Notes for outstanding letters of credit, leaving $96.9 million of Variable Funding Notes available for borrowings. The letters of credit are used primarily to satisfy insurance-related collateral requirements.

Guarantees and Collateral

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

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

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

Covenants and Restrictions

The Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Co-Issuers maintain specified reserve accounts to be used to make required payments in respect of the Notes, (ii) provisions relating to optional and mandatory prepayments, and the related payment of specified amounts, including specified make-whole payments in the case of the Class A-2 Notes under certain circumstances, (iii) certain indemnification payments in the event, among other things, the transfers of the assets pledged as collateral for the

Notes are in stated ways defective or ineffective and (iv) covenants relating to recordkeeping, access to information and similar matters. The Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure of the Securitization Entities to maintain the stated debt service coverage (“DSCR”) ratio, the trailing-twelve-month sum of domestic retail sales for all restaurants being below $3.5 billion on quarterly measurement dates, certain manager termination events, certain events of default and the failure to repay or refinance the Notes on the Class A-2 Anticipated Repayment Date. The Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal or other amounts due on or with respect to the Notes, failure of the Securitization Entities to maintain the stated debt service coverage ratio, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties and certain judgments.

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

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

Our DSCR for the reporting period ended December 31, 2017 was 4.01x (see Exhibit 12.1).
Based on our current level of operations, we believe that our cash flow from operations, available cash and available borrowings under our Variable Funding Notes will be adequate to meet our liquidity needs during 2018.

Cash Flows

	2017	Favorable (Unfavorable) Variance	2016	Favorable (Unfavorable) Variance	2015
	(In millions)				
Net cash provided by operating activities	$65.7	$ (52.4)	$118.1	$ (17.4)	$135.5
Net cash provided by investing activities	7.7	(4.8)	12.5	(12.7)	25.2
Net cash used in financing activities	(95.8)	41.4	(137.2)	2.5	(139.7)
Net (decrease) increase in cash, cash equivalents and restricted cash	$(22.4)	$ (15.8)	$(6.6)	$ (27.6)	$21.0

Operating Activities

Cash provided by operating activities is primarily driven by revenues earned and collected from our franchisees, and profit from our rental operations and financing operations. Franchise revenues primarily consist of royalties and franchise fees from Applebee's and IHOP franchised restaurants, IHOP advertising fees and sales of proprietary products by IHOP, each of which fluctuates with increases or decreases in franchise retail sales. Franchise retail sales are impacted by the development of IHOP and Applebee's restaurants by our franchisees and by fluctuations in same-restaurant sales. Rental operations profit is rental income less rental expenses. Rental income includes revenues from operating leases and interest income from direct financing leases. Rental income is impacted by fluctuations in same-restaurant sales as some operating leases include a provision for contingent rent based on retail sales and by a progressive decline in rental income as leases expire. Rental expenses are costs of prime operating leases and interest expense on prime capital leases on franchisee-operated restaurants. Interest expense on prime capital leases also declines progressively as lease obligations are repaid. Financing operations revenue consists of interest income from the financing of franchise fees and equipment leases as well as periodic sales of restaurant equipment. Financing income is impacted by a progressive decline in interest revenue as the obligations financed are repaid. Financing expenses are primarily the cost of restaurant equipment.

Cash provided by operating activities decreased $52.4 million in 2017 compared to 2016. Our net income plus the non-cash reconciling items shown in our statements of cash flows (primarily impairment charges, depreciation, deferred taxes and stock-based compensation) decreased $37.3 million from 2016. This decrease was primarily due to a decline in gross profit from Applebee's franchise operations and the increase in G&A expenses discussed in preceding sections of the MD&A. Additionally, net changes in working capital used cash of $27.5 million during 2017 compared to using cash of $12.4 million during 2016. This unfavorable change of $15.1 million primarily resulted from an increase in accounts receivable of $12 million, an increase in current tax assets and liabilities of $8 million and the prepayment of approximately $8 million in rent, partially offset by a decrease in payments of incentive compensation (smaller payments in the first quarter of 2017 of 2016 bonuses compared to first quarter 2016 payments of 2015 bonuses). The increase in accounts receivable was due in part slow payment of receivables by certain Applebee's franchisees.

Cash provided by operating activities decreased $17.4 million in 2016 compared to 2015. Our net income plus the non-cash reconciling items shown in our statements of cash flows (primarily depreciation, deferred taxes and stock-based compensation) was essentially unchanged from 2015. However, net changes in working capital used cash of $12.4 million during 2016 as opposed to providing cash of $4.3 million during 2015. This unfavorable change of $16.8 million primarily resulted from two items unique to 2015 that did not recur in 2016: an increase in collections of gift card receivables due to the 53rd calendar week in fiscal 2015, partially offset by a $10.4 million reduction of interest payable because of payment of an additional two months of interest in 2015 due to our 2014 refinancing of debt.

Investing Activities

Net cash provided by investing activities in 2017 was primarily attributable to $20.5 million of principal receipts from notes, equipment contracts and other long-term receivables partially offset by $13.3 million of capital expenditures. The increase in capital expenditures compared to 2016 was primarily due to spending in information technology infrastructure projects. We expect capital expenditures to be approximately $16 million in fiscal 2018.

Net cash provided by investing activities in 2016 was primarily attributable to $18.7 million of principal receipts from notes, equipment contracts and other long-term receivables partially offset by $5.6 million of capital expenditures.

The following table represents the timing of principal receipts on various long-term receivables due from our franchisees as of December 31, 2017:

	Principal Receipts Due By Period						
	2018	2019	2020	2021	2022	Thereafter	Total
	(In millions)						
Equipment leases[1]	$8.3	$8.5	$14.0	$8.9	$8.7	$ 30.9	$79.3
Direct financing leases[2]	10.8	11.2	11.2	9.6	7.2	5.7	55.7
Franchise notes[3]	0.1						