

Provision	Section in Franchise Development Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 10.2	For a two-year period following termination or expiration of your Franchise Development Agreement, neither you nor any owner may be involved in any taco shop or other Mexican-style restaurant that is located (1) at the location of any former Restaurant, (2) within the former Protected Area, or (3) within 25 miles of any other Restaurant.
s. Modification of the agreement	Section 13.2	The Franchise Agreement may be modified only by a written document signed by both parties.
t. Integration/merger clause	Section 13.1	Only the terms of the Franchise Development Agreement are binding (subject to state law). Any representations or promises outside the disclosure document and Franchise Development Agreement may not be enforceable. Nothing in the Franchise Agreement, however, is intended to disclaim the representations we made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 14.1	All controversies, disputes or claims between us must be submitted for binding arbitration to the American Arbitration Association on demand of either party.
v. Choice of forum	Section 14.3	All disputes must be instituted and maintained in the county or district in which we or our successors or assigns maintain our or our successors' or assigns' principal business offices (subject to state law), but we and you may enforce any orders and awards in the courts of the state(s) in which you are domiciled or your Restaurant is located (subject to state law).
w. Choice of law	Section 14.2	Except for the Federal Arbitration Act and other federal law, Texas law applies (subject to state law).

ITEM 18 PUBLIC FIGURES

We do not currently use any public figure to promote the franchise.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

CHART 1: Historical Gross Sales of Traditional Franchised Restaurants for the State of Texas and for the Rest of the United States

Chart 1 contains historic average, median, high and low gross sales for the 12-month period of January 1, 2024 to December 29, 2024. We included all franchised traditional Fuzzy's Restaurants that were active and operating as of December 29, 2024; except we excluded all 6 non-traditional Restaurants and 1 Taqueria Restaurant as their format and/or menu offerings are different from the franchised traditional Fuzzy's Restaurants reported on below. The restaurants are organized based on their location in the State of Texas (which has a higher concentration of Fuzzy's Restaurants than the rest of the United States) or the rest of the United States.

Location	# of Restaurants	Annualized Average Gross Sales	# and % of units that exceeded Average Gross Sales	Median	High	Low
Texas	59	\$ 1,310,796	26 / 44%	\$1,185,839	\$2,541,137	\$553,987
Rest of U.S.	47	\$ 1,933,698	22 / 47%	\$1,809,325	\$4,001,722	\$603,910

CHART 2: Historical Gross Sales of Traditional Franchised Restaurants for the State of Texas by Quartiles

Chart 2 contains historic average, median, high and low gross sales for the 12-month period of January 1, 2024 to December 29, 2024. We included all franchised traditional Fuzzy's Restaurants located in the State of Texas (which has a higher concentration of Fuzzy's Restaurants than the rest of the United States) that were active and operating as of December 29, 2024; except we excluded all 6 non-traditional Restaurants located in Texas as their format and/or menu offerings are different from the franchised traditional Fuzzy's Restaurants reported on below. The restaurants are organized into four quartiles in descending order, with the first quartile comprising the Restaurants that generated the highest gross sales and the fourth quartile comprising the Restaurants that generated the lowest gross sales.

Location	# of Restaurants	Annualized Average Gross Sales	# and % of units that exceeded Average Gross Sales	Median	High	Low
1 st Quartile	15	\$ 1,915,049	7 / 47%	\$1,824,528	\$2,541,137	\$1,545,050
2 nd Quartile	15	\$ 1,350,331	9 / 60%	\$1,374,373	\$1,440,511	\$1,185,839
3 rd Quartile	14	\$ 1,092,395	8 / 57%	\$1,100,522	\$1,175,784	\$1,017,502
4 th Quartile	15	\$ 870,851	10 / 67%	\$939,508	\$970,425	\$553,987

CHART 3: Historical Gross Sales of Traditional Franchised Restaurants for the United States, Excluding the State of Texas, by Quartiles

Chart 3 contains historic average, median, high and low gross sales for the 12-month period of January 1,

2024 to December 29, 2024. We included all franchised traditional Fuzzy's Restaurants located in the United States, excluding the State of Texas (which has a higher concentration of Fuzzy's Restaurants than the rest of the United States), that were active and operating as of December 29, 2024; except we excluded 1 Taqueria Restaurant located outside of Texas as its format and/or menu offerings is different from the franchised traditional Fuzzy's Restaurants reported on below. The restaurants are organized into four quartiles in descending order, with the first quartile comprising the Restaurants that generated the highest gross sales and the fourth quartile comprising the Restaurants that generated the lowest gross sales.

Location	# of Restaurants	Annualized Average Gross Sales	# and % of units that exceeded Average Gross Sales	Median	High	Low
1 st Quartile	12	\$ 3,055,439	4 / 33%	\$2,948,588	\$4,001,722	\$2,549,824
2 nd Quartile	12	\$ 2,108,601	5 / 42%	\$2,067,508	\$2,536,512	\$1,809,325
3 rd Quartile	12	\$ 1,520,557	6 / 50%	\$1,528,308	\$1,807,971	\$1,259,198
4 th Quartile	11	\$ 969,874	7 / 64%	\$1,005,939	\$1,118,433	\$603,910

Notes

- (1) We compiled the gross sales data included in Charts 1 through 3 above from information submitted to us by our franchisees for royalty reporting. These amounts are not audited. Upon your reasonable request, we will provide written substantiation for these financial performance representations.
- (2) "Gross Sales" is defined as the dollar aggregate of: **(1)** the sales price of all food and beverage items, goods, wares, and merchandise sold, and the charges for all services you perform, whether made for cash, on credit, or otherwise, without reserve or deduction for inability or failure to collect, including sales and services **(A)** originating at from operation of your Restaurant even if delivery or performance is made offsite from your Approved Location, **(B)** placed by mail, facsimile, telephone, any Online Presence, and similar means if received or filled at or from your Approved Location, **(C)** from mechanical and other vending devices in your Restaurant, and **(D)** that you in the normal and customary course of your operations would credit or attribute to the operation of a Restaurant; and **(2)** all monies, trade value, or other things of value that you receive from Restaurant operations that are not expressly excluded from Gross Sales. Gross Sales does not include: **(1)** the exchange of merchandise between Franchisor (if you operate multiple Restaurants) if the exchanges are made solely for the convenient operation of your business and not for the purpose of depriving Franchisor of the benefit of a sale that otherwise would have been made by your Restaurant; **(2)** returns to shippers, vendors, or manufacturers; **(3)** sales of fixtures or furniture after being used in the conduct of the Franchised Business; **(4)** the sale of gift certificates or stored value cards (the redemption value will be included in Gross Sales at the time of redemption); **(5)** insurance proceeds; **(6)** the amount of any discount offered to employees or customers; **(7)** cash or credit refunds for transactions included within Gross Sales (limited, however, to the selling price of merchandise returned by the purchaser and accepted by you); **(8)** the amount of any city, county, state, or federal sales, luxury, or excise tax on such sales that is both **(a)** added to the selling price or absorbed therein and **(b)** paid to the taxing authority by you. A purchase being returned to your Restaurant

may not be deducted from Gross Sales unless the purchase was previously included in Gross Sales. This definition is provided in the Franchise Agreement.

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

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

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

The numbers in the following tables are for the fiscal years ending January 1, 2023, December 31, 2023, and December 29, 2024. All Restaurants reported are Traditional Restaurants unless indicated in the footnotes. All company-owned Restaurants are operated by one of our affiliates.

Table No. 1
System-Wide Outlet Summary
For Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	134	134	0
	2023	134	131	-3
	2024	131	116	-15
Company Owned	2022	3	3	0
	2023	3	1	-2
	2024	1	1	0
TOTAL OUTLETS	2022	137	137	0
	2023	137	132	-5
	2024	132	117	-15