

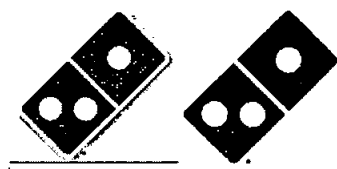
FRANCHISE DISCLOSURE DOCUMENT
DOMINO'S PIZZA FRANCHISING LLC

A Delaware limited liability company
24 Frank Lloyd Wright Drive
P.O. Box 485

Ann Arbor, Michigan 48105-9755
(734) 930-3030

franchising@dominos.com

www.dominos.com



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The franchisee will operate a Domino's Pizza Store selling pizza and other authorized products through delivery and carry-out services. We offer Traditional, Non-Traditional and Transitional Domino's Pizza Store and related concepts under agreements described in this disclosure document.

The total investment ranges from \$141,650 to \$466,700 for a Domino's Pizza Traditional Store, \$102,650 to \$460,200 for a Domino's Pizza Non-Traditional Store, and \$115,600 to \$377,700 for a Domino's Pizza Transitional Store. We estimate the payments made to us and our affiliates together with Initial Fee payments will range from \$88,950 to \$186,500 for a Domino's Pizza Traditional Store, \$72,950 to \$177,500 for a Domino's Pizza Non-Traditional Store and \$82,700 to \$181,500 for a Domino's Pizza Transitional Store.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats contact the Franchise Services Department at Domino's Pizza Franchising LLC at 24 Frank Lloyd Wright Drive, P.O. Box 485, Ann Arbor, Michigan 48105-9755, (734) 930-3030.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contracts carefully. Show your contract and this document to an advisor, like a lawyer or an accountant.

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

There may also be laws about franchising in your state. Ask your state agencies about them.

| Issuance date: ~~April 1, 2013, as amended August 12, 2013~~ April 1, 2014.

| ~~August 2013~~ April 2014

STATE COVER PAGE

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

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

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

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

1. THE FRANCHISE AGREEMENTS AND LICENSE AGREEMENT STATE THAT THE LAW OF THE STATE WHERE THE STORE OR FACILITY IS LOCATED GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. ~~THE INTERNATIONAL FRANCHISE AGREEMENT STATES THAT THE LAW OF MICHIGAN GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW.~~ THE DEVELOPMENT AGREEMENT STATES THAT THE LAW OF THE STATE WHERE THE DEVELOPMENT AREA IS PREDOMINATELY LOCATED GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
2. ~~THE INTERNATIONAL FRANCHISE AGREEMENT REQUIRES ARBITRATION IN ANN ARBOR, MICHIGAN FOR DISPUTES. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH THE FRANCHISOR IN MICHIGAN THAN IN YOUR HOME STATE.~~

2. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We do not use the services of FRANCHISE BROKERS or referral sources to assist us in selling our franchise.

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