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## LITTLE CAESAR ENTERPRISES, INC.

## FRANCHISE DISCLOSURE DOCUMENT

Issuance Date: March 31, 2012

Little Caesar Enterprises, Inc. 2211 Woodward Avenue Detroit, Michigan 48201-3400 (313) 471-6000

www.littlecaesars.com



## RECERANCHISE DISCLOSURE DOCUMENT

DEPT OF CORPORATION SAN FRANCISCO

Little Caesar Enterprises, Inc. APR -2 P2:43<sup>A</sup> Michigan Corporation Fox Office Centre 2211 Woodward Avenue Detroit, Michigan 48201-3400

(313) 471-6000 www.littlecaesars.com

Little Caesars

The franchise described in this disclosure document is for the establishment and operation of a Little Caesars® restaurant, which features pizza, chicken wings, Crazy Bread® products and other related products. You may purchase a single franchise or you may sign a territory reservation agreement that allows you the opportunity to open a number of franchises within a reserved territory.

The total investment necessary to begin operation of a single Little Caesars® restaurant franchise ranges from \$194,250 to \$622,500. This includes \$67,225 to \$162,225 that must be paid to us or our affiliate.

The total investment necessary for a territory reservation for development of four restaurants ranges from \$21,000 to \$25,000, which is in addition to the cost of each single franchise to be developed. This includes \$20,000 (generally \$5,000 per Restaurant franchise) that you must pay to us as a Territory Reservation Fee.

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 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no governmental agency has verified the information contained in this document.

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 contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

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

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

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## 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 G** 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 AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN THE JUDICIAL DISTRICT IN WHICH WE HAVE OUR PRINCIPAL PLACE OF BUSINESS AT THE TIME THE ACTION IS COMMENCED, WHICH IS CURRENTLY MICHIGAN. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE US IN MICHIGAN OR A STATE OTHER THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT MICHIGAN LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. THE FRANCHISE AGREEMENT BINDS INDIVIDUALS WHO MAY NOT BE INVOLVED IN THE FRANCHISE BUSINESS. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF OWNERS, SPOUSES AND FAMILY MEMBERS AT RISK.
- 4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

See the following page for the effective date of this disclosure document in states with filing requirements.

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