

**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



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~~516,700 for a Domino's Pizza Traditional Store, \$102,650 to \$~~460,200~~510,200 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.

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, ~~2015~~2014, as amended ~~September 1, 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 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. 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.

The effective dates of this Franchise Disclosure Document in the states with franchise registration laws in which we have sought registration or exemptions from registration appear on the following page.

STATE REGISTRATIONS

This Franchise Disclosure Document is registered, on file, exempt from registration, or otherwise effective in the following states with franchise registration and/or disclosure laws:

California Exempt

Hawaii

Illinois Exempt

Indiana Exempt

Maryland Exempt

Michigan Notice filed: ~~March 27, 2014~~

Minnesota Effective date: ~~April 2, 2014, as amended September 2, 2014~~

New York Exempt

North Dakota Exempt

Rhode Island Exempt

South Dakota Effective date: ~~March 28, 2014~~

Virginia Exempt

Washington Exempt

Wisconsin Effective date: ~~March 28, 2014, as amended September 1, 2014~~

* * * * *

THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY
MICHIGAN FRANCHISE INVESTMENT LAW ONLY

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- a. A prohibition on the right of a franchisee to join an association of franchisees.
- b. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- c. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- d. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- e. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- f. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- g. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(1) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(2) The fact that the proposed transferee is competitor of the franchisor or subfranchisor.

(3) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(4) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

h. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

i. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
(517) 373-7177

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Item 1: The Franchisor, and any Parents, Predecessors, and Affiliates

The Franchisor

The franchisor is Domino's Pizza Franchising LLC. To simplify the language in this disclosure document "we", "us" or "DPF" means Domino's Pizza Franchising LLC. "You" means the person who is buying a franchise. If you are an approved corporation, partnership, limited liability company or other entity, your owners must guarantee and be bound by the Franchise Agreement or other agreement with us as more fully described in this disclosure document. In addition, certain provisions in the Franchise Agreement or other agreement with us apply to your affiliates. You should take this into account when purchasing a franchise.

We are a Delaware limited liability company organized on March 2, 2007. Our principal business address is 24 Frank Lloyd Wright Drive, P.O. Box 485, Ann Arbor, Michigan 48105-9755. Our agents for service of process are disclosed in Exhibit A, as applicable.

Predecessors and Certain Affiliates

We are a direct wholly-owned subsidiary of Domino's Pizza Master Issuer LLC, a Delaware limited liability company ("DPMI"). Its principal business is 24 Frank Lloyd Wright Drive, P.O. Box 485, Ann Arbor, Michigan 48105-9755. We are an indirect wholly-owned subsidiary of Domino's Pizza LLC ("DPL"), a Michigan limited liability company. Its principal business address is 30 Frank Lloyd Wright Drive, P.O. Box 997, Ann Arbor, Michigan 48106-0997. DPL was the franchisor of Domino's Pizza franchises before the closing of the 2007 Securitization Transaction described below. DPL is the indirect parent company of DPMI and an indirect wholly-owned subsidiary of Domino's Pizza, Inc., a Delaware corporation ("Domino's"). Domino's is the parent company, directly or indirectly, of all Domino's Pizza related entities.

We and our affiliates are the successors to the business founded by Mr. Thomas S. Monaghan in 1963 as Domino's Pizza, Inc., a Michigan corporation ("DPI"). DPI converted to a limited liability company (i.e., DPL) in January 2000. In December 1998, Mr. Monaghan sold a substantial portion of his ownership interest in DPI, to investment funds affiliated with Bain Capital, LLC, a private equity firm based in Boston, Massachusetts (the "Bain Funds") and retired from the active management of the business. In July of 2004 Domino's and certain of its shareholders sold shares in an initial public offering resulting in 35% of the equity in Domino's being held by the public. Approximately 94% of the outstanding shares of Domino's are currently held by the public. Management and the Directors own approximately 6% of the outstanding shares of Domino's, including their vested options to purchase common stock.

The 2007 Securitization Transaction/Other Affiliates

Under a securitization financing transaction which closed in April 2007 (the "2007 Securitization Transaction"), Domino's and its affiliates were restructured. (The 2007 Securitization Transaction and other transactions described in this paragraph are sometimes referred in this disclosure document, including the exhibits, and other corporate documents as the

“2007 Recapitalization.”) As part of the restructuring, all existing U.S. franchise agreements and related agreements of DPL were transferred to DPMI, a newly formed Delaware special purpose entity which became the franchisor under those agreements. DPF was formed to enter into new U.S. franchise agreements and other agreements described below after the closing of the 2007 Securitization Transaction.

As a part of the 2007 Securitization Transaction, ownership and control of all U.S. Domino’s Pizza trademarks and certain other intellectual property, including substantially all intellectual property related to the operation of Domino’s Pizza stores in the United States, were transferred to Domino’s IP Holder LLC, a newly formed special purpose Delaware limited liability company (“DP IP Holder”) and wholly-owned subsidiary of DPMI. DP IP Holder entered into license agreements with DPF and DPMI for a term of 99 years authorizing these companies to use and sublicense the use of the applicable trademarks and intellectual property in the operation of their respective businesses.

Other entities organized at the time of the 2007 Securitization Transaction include: Domino’s Pizza Distribution LLC (“DPD”) a special purpose Delaware limited liability company and wholly-owned subsidiary of DPMI, which sells food products, ingredients, supplies and equipment to Domino’s Pizza franchisees and company-owned stores located in the U.S.; Domino’s Pizza International Franchising Inc. (“DP International Franchising”), a special purpose Delaware corporation and wholly-owned subsidiary DPMI which now acts as franchisor in countries and territories outside of the U.S. Prior to the 2012 Recapitalization Transaction described below, Domino’s Pizza Overseas Franchising B.V., which was organized as part of the 2007 Securitization Transaction, acted as franchisor in certain countries outside the U.S. As part of the 2012 Recapitalization Transaction, DP International Franchising became the sole franchisor in countries and territories outside the U.S.

At the time of the closing of the 2007 Securitization Transaction, DPL entered into a servicing agreement with DPF and DPMI to provide the required support and services to franchisees under their franchise agreements. DPL also acts as DPF’s franchise sales agent. DPF will pay franchise servicing fees to DPL for these services. If DPL fails to perform its obligations under its franchise servicing agreement, then DPL may be replaced as the franchise servicer. However, as the franchisor, DPF is responsible and accountable to you to make sure that all services DPF promises to perform under your franchise agreement or other agreement you sign with us are performed in compliance with the applicable agreement, regardless of who performs those services on DPF’s behalf.

Domino’s National Advertising Fund, Inc. (“DNAF”), a not for profit corporation and a wholly-owned subsidiary of DPL, administers the collections and expenditures of the Advertising Fund. See Item 11. DPL also provides services to DNAF relating to the administration of advertising funds.

Domino’s GC, Inc., a Florida corporation and a wholly-owned subsidiary of DPL, is in the business of managing the distributing Domino’s Pizza gift card programs. Its principal business address is 30 Frank Lloyd Wright Drive, Ann Arbor, MI 48106-0997.

Prior to the 2007 Securitization transaction, Domino's Pizza Distribution, a division of DPL ("Domino's Pizza Distribution") sold food and beverage products, equipment, supplies and materials to franchisees. Following the 2007 Securitization Transaction, DPD assumed the function of selling these products and items to franchisees, including fresh dough balls and other dough products. DPD purchases certain products and items from DPL and certain other affiliated companies for resale to franchisees.

Prior to the 2007 Securitization Transaction, Domino's Pizza International, Inc. ("DPPI") was the franchisor of Domino's Pizza franchises outside of the contiguous United States. As part of the 2007 Securitization Transaction, DPPI assigned its rights in all existing franchise arrangements outside of the United States to DP International Franchising and DP Overseas Franchising and those companies became the franchisors in the countries and territories described above.

In March 2012, various entities affiliated with Domino's refinanced the debt incurred in connection with the 2007 Securitization Transaction through the issuance of fixed rate senior notes totaling \$1.575 billion (the "2012 Recapitalization Transaction"). As part of the restructuring that occurred as a result of the Recapitalization Transaction, Domino's RE LLC, the owner of the real estate at which DPD conducts its operations, became a wholly-owned subsidiary of DPF and DP International Franchising became the sole franchisor in all countries and territories outside the US. The structure of Domino's and its affiliates described in this Item 1 otherwise remained unchanged. See Item 21 and the financial statements in Exhibits C and D for more information about the 2007 Securitization Transaction and the 2012 Recapitalization Transaction.

Franchise Offering

We are in the business of franchising Domino's Pizza Traditional Stores, Domino's Pizza Non-Traditional Stores and Domino's Pizza Transitional Stores.

Domino's Pizza Traditional Stores are retail outlets located primarily in shopping centers, strip centers and similar retail locations with appropriate parking for delivery vehicles and customers of the store. Domino's Pizza Traditional Stores sell pizza and other authorized products through delivery and carry-out services.

Domino's Pizza Non-Traditional Stores sell pizza and other authorized products and services at non-traditional locations. These locations include retail locations in smaller markets, office buildings, shopping malls, stadiums, toll roads, airports, zoos, convenience stores and similar retail facilities. Domino's Pizza Non-Traditional Stores will ordinarily offer only carry-out service but may have sit-down facilities depending on the location. In addition, we offer a non-traditional store which will only offer carry-out service and which may be a pre-fabricated structure.

Domino's Pizza Transitional Stores sell pizza and other authorized products from a variety of locations, which are generally smaller in size than Domino's Pizza Traditional Stores.

The menu for Domino's Pizza Transitional Stores will be customized to fit the location. Domino's Pizza Transitional Stores are located in select markets that have fewer potential customers than Domino's Pizza Traditional Stores. Domino's Pizza Transitional Stores generally offer carry-out service only as of the date of the opening of the Store (although some Transitional Stores may open offering partial delivery service during certain hours of operation) and as market conditions materialize, the delivery service will be expanded to the point where full delivery service is offered. At that time the franchisee has an opportunity to convert the Transitional Store to a Domino's Pizza Traditional Store at the same location or such other location as we approve. The franchisee may also have to relocate the Store if we require.

We also issue licenses to large public entertainment or similar facility operators, like stadiums or their concessionaires, as well as convenience store operators, to sell approved products for a license fee based on facility sales. The Licensee can sell pizza and other authorized products for carry-out service at the facility. We may grant Licensees the right to operate multiple facilities at locations to be agreed upon by the parties.

Domino's Pizza Traditional Stores, Domino's Pizza Non-Traditional Stores, and Domino's Pizza Transitional Stores (collectively referred to as "Store" or "Stores" unless otherwise stated) operate under a unique system which includes special recipes and menu items; distinctive design and furnishings; standards and operating procedures; quality control procedures; training and advertising programs (the "System" or "Domino's Pizza System"). They are also identified with certain trade names, service marks, trademarks, logos and emblems, including, the mark "Domino's Pizza" and other names and marks which we designate (the "Marks").

If you are acquiring a Domino's Pizza Traditional Store or a Domino's Pizza Non-Traditional Store selling pizza and other authorized products through delivery and/or carry-out service, you will sign our Traditional Store Franchise Agreement attached as Exhibit E ("Standard Franchise Agreement") or our Non-Traditional Store Franchise Agreement attached as Exhibit F ("Non-Traditional Store Franchise Agreement"), as applicable. If you are acquiring a Domino's Pizza Transitional Store offering carry-out service and, if applicable, partial delivery service, you will sign our Domino's Pizza Transitional Store Franchise Agreement attached as Exhibit G ("Transitional Store Franchise Agreement"). If you are acquiring a license to sell certain authorized products from a public entertainment or similar facility, we will grant you a license under our License Agreement attached as Exhibit I (the "License Agreement"). A licensee may also be required to make modifications to the facility and, if so, will be required to enter into a Site Development Agreement attached as Exhibit J (the "Site Development Agreement").

Domino's Pizza International, Inc. ("DPII"), the international franchisor of Domino's Pizza franchises prior to the 2007 Securitization Transaction, franchised Domino's Pizza stores in Alaska and Hawaii prior to the closing of the 2007 Securitization Transaction. DPF has franchised Domino's Pizza stores in Alaska and Hawaii following the closing of the 2007 Securitization Transaction. Consequently, if you are opening a Domino's Pizza store in Alaska or Hawaii, you will sign the Store Franchise Agreement attached as Exhibit E.

In appropriate circumstances, we may give you the right to open a limited number of Domino's Pizza Stores within a development area under our Development Agreement attached as Exhibit H ("Development Agreement"). You must sign our then current form of Franchise Agreement for Domino's Pizza Stores you open within your development area. We may also offer development agreements for Domino's Pizza Non-Traditional Stores or Domino's Pizza Transitional Stores.

We have developed a new design concept for our Stores called the "Pizza Theater." Under the "Pizza Theater" design concept, customers will be able to view the preparation of their pizzas and other menu items they order to enhance their experience at our Stores. Over approximately the next 34 years, ~~we will require U.S.~~ franchisees will be required to reimage their Stores to the "Pizza Theater" design concept. The reimagining of the U.S. Stores ~~will begin~~ began in 2014. The pace at which Stores are required to reimage will depend on such factors as the number of Stores a franchisee owns and operates, and in the case of single Store franchisees, the EBITDA of the Store. In some cases, existing franchisees will be required to reimage their Stores within 6 months of notification from us that their Stores are required to reimage. We will offer limited-time incentives for certain franchisees to relocate to increase the performance of their Stores, as well as increased incentives and discounts for certain other franchisees who want to take advantage of the "Pizza Theater" design concept. We expect the average reimage to cost approximately \$50,000, and depending on local regulations, to take place without closing the Store. All new U.S. Stores ~~must~~will be developed utilizing the "Pizza Theater" design concept.

Experience

We or our predecessors or affiliates have operated Domino's Pizza Traditional Stores since 1960 and Domino's Pizza Non-Traditional Stores since 1990 and Domino's Pizza Transitional Stores since 2006. DPL commenced offering franchises for Domino's Pizza Transitional Stores in February 2007. As of ~~December 29, 2013~~ December 28, 2014, there were ~~50984997~~ Domino's Pizza Traditional Stores (~~390377~~ company-owned and ~~46074721~~ franchise owned). There were ~~3229~~ Domino's Pizza Non-Traditional Stores, all of which are franchised. Additionally, there were ~~168~~ Domino's Pizza Transitional Stores (all franchisee owned). DPL granted franchises for Domino's Pizza Traditional Stores since 1967 and granted franchises for Domino's Pizza Non-Traditional Stores since 1990. Company-owned stores are owned and operated by DPL.

As of ~~December 29, 2013~~ December 28, 2014, there were ~~1624~~ facilities that operate under a License Agreement: 1 each in the States of Illinois, ~~Maryland~~Louisiana, ~~New Mexico~~ North Carolina, North Dakota and Tennessee; 2 ~~each~~ in the States of ~~North Carolina and~~ Pennsylvania; ~~and~~ 3 each in the States of Arkansas, Florida ~~and~~ ; ~~4 in the State of Arkansas and~~ ~~5 in the State of~~ South Carolina. We plan to continue to enter into these arrangements.

The Store numbers reported in other public documents may be different than those set forth above due to different characterizations/definitions of a Store in the public documents.

Neither we nor any of our affiliates or predecessors have granted franchises in any other lines of business. Unless otherwise noted, the principal business address of our affiliates and predecessors described above is or were 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48105 or 30 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48106.

Franchisee Qualifications

A franchise applicant must have been a Store manager or Store supervisor for at least 12 months to be eligible for a single Store franchise and must also have attended certain classes on operating a Store. These requirements apply whether he/she is building a new Store or buying a company-owned or franchised Store. We may from time to time accelerate or modify the basic eligibility and training requirements at our discretion based on your operational experience, business acumen and other factors, such as your agreement to open Stores in designated markets where few Domino's Pizza Stores are open. If you do not have recent management or supervisory experience in the Domino's Pizza System, you will be required to have significant multi-unit food or small business experience and to complete an individualized training program designed by us to accelerate your development in the Domino's Pizza System as further described in Item 11. There are also minimum net worth and liquidity requirements depending on the number of Stores to be developed or purchased. We require that an individual owns 51% or more of the pizza venture (the "Controlling Person"). The Controlling Person of a Domino's Pizza franchise may not have financial or operational involvement in another business outside of the Domino's Pizza System, without our written approval which may be withheld in our sole judgment. There are additional factors that will be considered when reviewing a franchise application, including, but not limited to, the review of credit reports, criminal background history, reputation in the community, motor vehicle records, and the ability to speak the English language fluently.

Competition

Domino's Pizza Stores compete with national, regional "chains" and local businesses which sell similar products and offer carry-out or delivery services. The products Domino's Pizza Stores sell can also be prepared at home. However, we believe that customers purchase from Domino's Pizza Stores because of the timeliness of delivery and/or carry-out services, the difficulty of duplicating the taste and texture of our products, convenience and the service we offer.

Government Regulation

There are no regulations specific to operating a pizza store. However, you must comply with all local, state and federal health and sanitation laws in operating your Store and other laws applicable to businesses generally, such as federal and state wage and hour and related laws, including laws that regulate mileage reimbursement paid to delivery drivers. DPL has been involved in litigation over whether the managers of Domino's Pizza stores are exempt employees under wage and hour laws. Certain franchisees pay store managers on a non-exempt basis. Whether store managers are classified as exempt or non-exempt employees under applicable law may affect store profitability because of overtime and other benefits due non-exempt employees.

There may be local laws regulating delivery service, including laws which may prohibit businesses offering delivery service or from refusing to provide delivery service to certain customers or areas. In addition, DPL entered into an agreement with the Department of Justice in June 2000, to ensure that decisions affecting delivery service will not be based on factors such as race, national origin, age or other characteristics protected by law. At the time, DPL adopted, on a system-wide basis, limited delivery service standards which applied to all company-owned and franchised Stores. DPL also adopted procedures for implementing these standards which are applicable to all Domino's company-owned Stores and provided to all franchisees as guidelines which franchisees may adopt to comply with these standards. These standards and procedures relate, in part, to the circumstances under which stores may limit delivery in certain areas for safety of store employees. All of these standards and procedures are applicable to all new and existing Domino's Pizza franchisees and company-owned Stores. There may be other laws which apply to your business. You should investigate these laws and their impact on your business.

Item 2: Business Experience

Manager and Chief Executive Officer of DPF and Chief Executive Officer and Manager of DPL: J. Patrick Doyle

Mr. Doyle has been Chief Executive Officer and Manager of DPF and DPL in Ann Arbor, Michigan, since March, 2010. Previously he served as President – Domino's U.S.A. Division of DPL in Ann Arbor, Michigan, from September, 2007 to March, 2010. In May, 2008 Mr. Doyle assumed direct supervision, on an interim basis, of all marketing functions. Mr. Doyle was the Executive Vice President, Team USA of DPL in Ann Arbor, Michigan, from October, 2004 to September, 2007. Prior to that he held the position of Executive Vice President – International in Ann Arbor, Michigan, from May, 1999 to October, 2004.

Executive Vice President of Supply Chain Services of DPL: John Macksood

~~Mr. Macksood has been Executive Vice President of Supply Chain Services of DPL in Ann Arbor, Michigan, since April, 2010. Previously he served as Vice President—Logistics and Network Planning of DPL in Ann Arbor, Michigan, from September, 2008 to April, 2010. From March, 2006 to September, 2008 he served as Vice President—Supply Chain Operations of DPL in Ann Arbor, Michigan. Prior to that he held the position of Regional Vice President of DPL in Ann Arbor, Michigan from March, 2001 to March, 2006.~~

Manager of DPF: ~~Orlando C. Figueroa~~ Steven Novack

~~Mr. Novack has served as a Manager of DPF since November 2014. Since April 2014, Mr. Novack has served as Managing Director – Corporate Governance of Lord Securities Corporation, a TMF-Group company based in New York, New York. Previously he served as Mortgage Loan Originator for Customized Mortgage Solutions in Old Tappan, NJ from December, 2012 to April, 2014. Prior to that he held the position of Director~~

~~within the Corporate & Investment Banking Division of Deutsche Bank in New York, NY from October 2007 to November 2012. Mr. Figueroa has served as a Manager of DPF since September 2011. Since March 2002, Mr. Figueroa has served as Managing Director—Corporate Governance of Lord Securities Corporation, a TMF Group company based in New York, New York. Mr. Figueroa currently serves as an independent director and/or independent manager to over 300 special purpose entities.~~

Manager of DPF: Benjamin B. AbedineAlbert J. Fioravanti

~~Mr. Fioravanti has served as a Manager of DPF since May, 2014. Mr. Fioravanti is Senior Vice President of Lord Securities Corporation, a TMF-Group company based in New York, NY having been with the company from December, 1999 to present. Mr. Abedine has served as a Manager of DPF since September 2011. Mr. Abedine is Managing Director of Lord Securities Corporation, a TMF Group company based in New York, and has overall operational responsibility for the company. Mr. Abedine previously served as Chief Financial Officer of Lord Securities, having been with the company from March 1997 to the present.~~

Executive Vice President and General Counsel of DPL: Kenneth B. Rollin

In January, 2008 Mr. Rollin joined DPL as Vice President and General Counsel. Prior to that he was employed by Auto Nation in Ft. Lauderdale, Florida from June, 2000 to December, 2007 where he last served as Vice President and Deputy General Counsel.

President, Domino's USA and Chief Marketing Officer of DPL: Russell Weiner

In September, 2008 Mr. Weiner joined DPL as Chief Marketing Officer. Mr. Weiner also became President, Domino's Pizza's US operations (Domino's USA) in October 2014. Prior to ~~that—joining DPL,~~ he served as Vice President of Marketing for Pepsi-Cola North America from November, 2005 to August, 2008 in Purchase, New York. From April, 2003 to October, 2005 he was the Product Innovation Marketing Director for Pepsi-Cola North America in Purchase, New York.

Vice President, Associate General Counsel of DPL and Corporate Secretary of DPF and DPL: Adam J. Gacek

Mr. Gacek has served as Vice President, Associate General Counsel of DPL since February, 2009 and has been the Corporate Secretary of DPF and DPL in Ann Arbor, Michigan, since August, 2007. Prior to that Mr. Gacek served as Corporate Counsel of DPL in Ann Arbor, Michigan, since July, 2004.

Executive Vice President Franchise Operations and Development of DPL: Scott R. Hinshaw

Mr. Hinshaw has been the Executive Vice President Franchise Operations and Development of DPL in Ann Arbor, Michigan since January, 2008. Prior to that he was the Executive Vice President Team USA in Ann Arbor, Michigan from September, 2007 to January, 2008.

He was the Vice President of Corporate Operations from March, 2004 to September, 2007 in Ann Arbor, Michigan.

Executive Vice President - Franchise Relations of DPL: James G. Stansik

Mr. Stansik has been with DPL in Ann Arbor, Michigan, since November, 1985. He has served as Executive Vice President Franchise Relations since January, 2008. From July, 2006 to January, 2008 he was Executive Vice President, Franchise Development and Franchise Relations. Prior to that he was Executive Vice President, Flawless Execution, Franchise Operations from December, 2003 to July, 2006.

Executive Vice President - ~~Finance~~ Supply Chain Services and Chief Financial Officer of DPL and Vice President and Treasurer of Domino's Pizza International Franchising: Michael T. Lawton

Mr. Lawton has been the Executive Vice President, ~~Finance~~ and Chief Financial Officer of DPL in Ann Arbor, Michigan, since September, 2010. He has also served as Executive Vice President of Supply Chain Services since October, 2014. From October, 2004 to September, 2010 he was the Executive Vice President, International. Since April, 2007 he has served as the Vice President and Treasurer of Domino's Pizza International Franchising. Prior to that he served as the Senior Vice President Finance and Administration of DPII in Ann Arbor, Michigan, from June, 1999 to October, 2004.

~~Executive Vice~~ President - International of DPL: Richard Allison, Jr.

Mr. Allison, ~~Jr.~~, has been President, Domino's International since October 2014. He was Executive Vice President – International of DPL in Ann Arbor, Michigan since from March, 2011 to October, 2014. Prior to that he was employed by Bain & Company, Inc. in Atlanta, Georgia, where he last served as a Partner from January, 2004 through December 2010.

Chief Informational Officer and Executive Vice President of DPL: Kevin Vasconi

Mr. Vasconi has served as Executive Vice President and Chief Information Officer of DPL in Ann Arbor, Michigan, since March, 2012. Prior to that he served as Chief Information Officer and Vice President of Engineering for Stanley Black & Decker – Stanley Security Solutions in Indianapolis, Indiana from February, 2011 to March, 2012. From April 2003 to February, 2011 Mr. Vasconi served as senior vice president and chief information officer of R.L. Polk Global Automotive in Southfield, MI Indianapolis, Indiana.

Assistant Secretary of DPF and Director - Franchise Services of DPL: Joseph P. Devereaux

Mr. Devereaux has been an assistant secretary of DPF in Ann Arbor, Michigan, since April, 2007. Mr. Devereaux has been with DPL in Ann Arbor, Michigan, since

November, 1988. Mr. Devereaux has been the Director of Franchise Services since September, 1997.

Vice President – Franchise Operations Midwest of DPL: Mark Rudd

Mr. Rudd has served as Vice President of Operations – Midwest of DPL in Ann Arbor, Michigan August, 2014. From November, 2011 to August, 2014 he was the East Region Director of Franchise Operations of DPL in Baltimore, Maryland. Prior to that he served as Area Leader – Franchise Operations of DPL in New York, New York from March, 2010 to October, 2011. From August, 2009 to February, 2010 he served as an Operator Specialist for Harvest Foods of the Carolinas.

Vice President - Franchise Operations – ~~East~~Northeast of DPL: Kim S. Ridge

Ms. Ridge has served as Vice President – Franchise Operations –~~East~~ Northeast of DPL in Baltimore, Maryland since May, 2008. Prior to that she was Director - Franchise Operations of DPL in Baltimore, Maryland from November, 2003 to May, 2008.

Vice President – Franchise Operations - South of DPL: John King

Mr. King has served as Vice President of Operations – South~~east~~ of DPL in Atlanta, Georgia since August 2014. From April, 2013 to August, 2014, Mr. King served as Vice President of Operations – Midwest of DPL in Ann Arbor, Michigan. Prior to that, he was the Franchise Operations Director for the Midwest Region of DPL in Ann Arbor, Michigan from December, 2011 to April, 2013. From December, 2008 to December 2011, Mr. King was the Director – Financial Analysis of DPL in Ann Arbor, Michigan.

Vice President – Franchise Operations – West of DPL: Thomas Curtis

Mr. Curtis has served as Vice President Operations - West of DPL in Ontario, California since November, 2012. Prior to that he was the Director, Strategic Growth Markets of DPL in Ann Arbor, Michigan from November, 2011 to November, 2012. From January, 2009 to November, 2011 he was the Director of Franchise Operations in Odenton, Maryland. Mr. Curtis held the position of Area Leader – Franchise Operations in Odenton, Maryland from November, 2006 to January, 2009.

Vice President – Store Development of DPL: Matthew Walls

Mr. Walls has served as ~~National~~ Vice President - Store Development for DPL in Ann Arbor, Michigan since August, 2014. Prior to that he was Vice President – Global Operations Technology for DPL in Ann Arbor, Michigan from April, 2013 to August, 2014. Mr. Walls was the Vice President – Data Warehouse and Enterprise Systems of DPL in Ann Arbor, Michigan from January 2013 to April 2013. Mr. Walls also held the position of Director – Global Operations Technology for DPL in Ann Arbor, Michigan from August, 2007 to January, 2013.

National Director - Store Development of DPL: Ty Turner~~**Diane Porter**~~

~~Mr. Turner has served as Director – Store Development for DPL in Ann Arbor, MI since December 2014. Prior to that he was a Franchise Development Leader for DPL from July, 2012 to December, 2014 in Memphis, TN. Mr. Turner held the position of Area Leader – Franchise Operations for DPL from October, 2009 to July, 2012 in Memphis, TN. Ms. Porter has served as National Director – Store Development for DPL in Ann Arbor, Michigan since December, 2011. Prior to that she was a Franchise Operations Director from February, 2008 to December, 2011 in St. Louis, Missouri. Ms. Porter held the position of Area Leader – Franchise Operations from March, 2006 to February, 2008 in St. Louis, Missouri.~~

Director – Strategic Franchise Growth of DPL: Steve Clough

Mr. Clough has held his current position as Director – Strategic Franchise Growth for DPL in Ann Arbor, Michigan since January, 2012. Prior to that he was Director – Domino’s Pizza School Lunch Sales in Ann Arbor, Michigan from December, 2009 to January 2012. From January, 2007 to December, 2009 he held the position of Director – Technology Sales for DPL in Ann Arbor, Michigan.

Vice President – Finance and Treasurer of DPL: Jeffrey D. Lawrence

Mr. Lawrence has been the Vice President – Finance and Treasurer of DPL in Ann Arbor, Michigan since January, 2014. Prior to that he was the Vice President - International Finance of DPL in Ann Arbor, Michigan from December, 2008 to January, 2014.

Item 3: Litigation

Unless otherwise noted, all references to Domino’s Pizza, Inc., Domino’s or DPI in the legal proceedings described below refer to DPL prior to the time it was converted to a limited liability company in 2000.

Pending Actions

~~**Ram Pizza, Inc. ; Harvey R. Chabot ; Harvey R. Chabot and Margo Chabot, Co-trustees of the Chabot Family Trust v. Domino’s Pizza LLC, Shane Casey, Robert Gates, Adonis Rawlins and Does 1 through 100, inclusive**~~ (Case No. RIC10011480, Superior Court of California for County of Riverside). This complaint was filed on January 14, 2011 by a former franchisee, Ram Pizza, Inc. (“Ram”) and its controlling shareholder, his wife and their family trust. Ram owned and operated four Domino’s Pizza franchise stores. Beginning in December of 2007, Ram discussed selling its stores to another Domino’s Pizza franchisee, Riverside Pizza, Inc. Simultaneously, Ram was in discussion with another Domino’s Pizza franchisee, Dream Team Pizza, concerning the purchase of the same stores. DPL did not approve the sale of the stores to Riverside. Among other reasons, Riverside Pizza, Inc. was then

~~in default under its own franchise agreements. Ram entered into an agreement to sell to Dream Team Pizza, Inc.; however, that deal fell apart when Dream Team Pizza, Inc. could not obtain the necessary financing. Ram ultimately succeeded in transferring all of its stores to a buyer, but complains that DPL improperly failed to approve the proposed transfer to Riverside Pizza, Inc. and made misrepresentations that led them to negotiate with Dream Team Pizza, Inc. Ram contends that the sale to Riverside Pizza, Inc. would have been a more lucrative sale than the one that was ultimately consummated. The plaintiffs complaint alleges that DPL's actions constituted fraud, intentional interference with prospective economic advantage, negligent interference with prospective economic advantage, breach of contract, and breach of implied covenant of good faith and fair dealing. Ram voluntarily dismissed Adonis Rawlins and Robert Gates. On December 12, 2013 the Court partially granted DPL's Motion for Summary Adjudication and dismissed Count II—Negligent Misrepresentation, Count IV—Negligent Interference with Prospective Economic Advantage, Count V—Breach of Contract as it related to the transfer of the store, Count VI—Breach of Implied Covenant of Good Faith and Fair Dealing, Count VIII—Negligent Interference with Prospective Economic Advantage, and Count X—Fraud. On January 15, 2014, Ram filed a Writ of Mandamus with the California Court of Appeals 4th Appellate District. On March 13, 2014 the Court of Appeals affirmed the trial court's order except for the dismissal of Count V—Breach of Contract, which was reinstated. The plaintiff filed a Petition for Rehearing and the Court of Appeals thereafter reinstated Count VI—Breach of the Covenant of Good Faith and Fair Dealing. Trial is scheduled to commence in December 2014.~~

Live, Inc. v. Domino's Pizza LLC, Mark Rudd, Gerald Carpenter; and Steve Kuone (Case No. 12-CVS-164, Superior Court for County of Vance, North Carolina). On February 23, 2012 the plaintiff, a single store franchisee in Henderson, North Carolina, filed a lawsuit against DPL seeking a declaratory judgment that the company did not have proper grounds to terminate its franchise agreement, and for breach of contract (including claims under the Profit Sharing Agreement ("PSA") between the parties), breach of good faith and fair dealing, tortious interference with existing and prospective contractual and business relationships. The plaintiff's franchise agreement was terminated in October of 2010 after the franchise received four defaults in a twelve month period. The plaintiff was given multiple stays of enforcement of termination to allow it sufficient time to sell the business as a going concern. The last stay of enforcement was to expire on February 25, 2012. Having not sold the store and facing the prospects of the store being closed this lawsuit was filed along with the request that the court enter an order enjoining DPL from enforcing the termination. On February 24, 2012 the court granted plaintiff's ex parte request for a temporary restraining order. On March 2, 2012 and on March 7, 2012 the court heard oral argument on the plaintiff's request for a permanent injunction to enjoin DPL from enforcing the termination. The court entered an order granting the plaintiff a preliminary injunction on April 23, 2012. The preliminary injunction ordered that the franchise relationship between the parties continue to operate under the franchise agreement except as to the terms of Section 18.2.1 or any other term of the franchise agreement providing for termination of the franchise agreement by DPL. DPL moved to dissolve the preliminary injunction on May 7, 2012, which was denied. Domino's Pizza LLC filed an interlocutory appeal of that order. On January 15, 2013 the North Carolina Court of Appeals dismissed the interlocutory appeal finding the status quo should be maintained pending resolution of the case on its merits. On March 4, 2013 the trial court denied plaintiff's motion for partial summary

~~judgement~~judgment and motion for sanctions. On the same date, the court denied DPL's motion to dissolve injunction. In January of 2014, DPL filed another motion for summary judgment. On February 25, 2014 the Court entered an Order that dismissed Gerald Carpenter and Mark Rudd from the case (Steve Kuone was previously dismissed from the case) and, as to DPL, dismissed Count 1 – Declaratory Judgment; Count 2 – Unfair and Deceptive Trade Practices Act Violations; Count 6 – Punitive Damage Claim; and Count 7- Injunctive Relief. The Court also entered Judgment against both Live, Inc. and Conan Mak on DPL's Counterclaim for failure to pay sums due pursuant to the Franchise Agreement in the amount of \$69,972.76 plus interest at the highest rate allowed by law. The Court reserved ruling on DPL's claim for attorney fees recoverable from Live, Inc. and Conan Mak after the conclusion of the trial. The trial court dismissed plaintiffs' claim for monies owed under the PSA on the grounds that the agreement contained an arbitration provision. On October 25, 2013 DPL commenced an Arbitration proceeding to obtain a ruling that the PSA was properly terminated and no money is owed to plaintiffs. On March 6, 2014 an Award of Arbitrator was entered that held the PSA was properly terminated and that DPL owed no sums to plaintiffs. Trial commenced on Monday, April 7, 2014. On Friday, April 11, 2014, following the close of plaintiff's case, the trial court granted DPL's motion for a directed verdict, dissolved the preliminary injunction, and held the franchise agreement to be terminated immediately. The plaintiff filed a Notice of Appeal on May 23, 2014 seeking to reverse the rulings of the trial court. The case is currently pending before the state appellate court.

Ann Arbor Foods, S.A. v. Domino's Pizza International, Inc. (23° Civil Court, Santiago, Chile, Case No. 8476-2010). In June 2010, Ann Arbor Foods, S.A. DPPI's former master franchisee in Chile, commenced a civil suit against DPPI alleging, among other things, that DPPI had unlawfully terminated its master franchise agreement. The suit was filed after DPPI obtained a partial award in an arbitration proceeding brought against Ann Arbor Foods and its owners arising out of the expiration of the master franchise agreement and shortly before it obtained a final award in the arbitration proceeding. Under the partial award, Ann Arbor Foods and its owners were ordered, among other things, to pay DPPI \$135,887.40 in royalty payments and processing fees, plus interest, and to comply with various post-term obligations under the master franchise agreement. DPPI was also given the opportunity to submit a recalculation of its damages. Under the final award, the arbitrator awarded DPPI unpaid royalties totaling \$900,728, interest in the amount of \$75,410, attorneys' fees and costs of arbitration in the amount of \$358,119.31, and administrative fees and expenses and arbitrator's fees and expenses incurred by DPPI. DPPI was successful in getting the lawsuit dismissed and is in the process of enforcing those awards against Ann Arbor Foods.

Domino's Pizza International Franchising Inc. v. Rutger-Jan Van Spaandonk, (Case No. 4:14-cv-11289-MAG-MJH (United States District Court for the Eastern District of Michigan) and Rutger-Jan Van Spaandonk, Rodney Ichikowitz, Keith Warren and International Food Service Concepts Limited v. Domino's Pizza International Franchising Inc., Taste Holdings Limited and Abraham Carel Viljoen, Case No. 17846/14 (High Court of South Africa, Gauteng Local Division, Johannesburg). On or about March 28, 2014, Domino's Pizza International Franchising Inc. ("International") filed a lawsuit against Rutger-Jan Van Spaandonk, an individual with whom it had been negotiating regarding the possible execution of a Master Franchise Agreement for certain countries in Africa. International seeks a

declaration from the federal court that no contract exists between it and Van Spaandonk and/or whatever entity he ultimately formed, an injunction enjoining Van Spaandonk from interfering with Domino's dealings with its actual master franchisee, and damages for Van Spaandonk's interference with those dealings. Service of process on the defendant is pending in that case. Approximately two months later, on or about May 19, 2014, Van Spaandonk, Rodney Ichikowitz, Keith Warren and International Food Service Concepts Limited (collectively, the "Applicants") commenced a proceeding against International, Taste Holdings Limited (an affiliate of International's master franchisee for South Africa and certain other countries in Africa), and Abraham Carel Viljoen (collectively, the "Respondents") in the High Court of South Africa. The Applicants seek entry of an order enjoining the Respondents from implementing a master franchise agreement in South Africa, Swaziland or Lesotho with Taste Holdings Limited, declaring that a valid and binding agreement exists between them and International, and directing International to execute the Master Franchise Agreement that International contends was never finalized. The Applicants also seek the costs incurred in connection with the proceeding. On or about July 18, 2014, International filed papers opposing the Applicants' request. ~~The parties are presently engaged in document discovery. International estimates that the Applicants' request will be heard in November. Applicants' request was heard by the court in March 2015. DPIF expects the court to rule on the request within the next several months.~~

Domino's Pizza Franchising LLC v. Sylvester Hester, (Case No. 2014-CV-247470, (Superior Court of Fulton County, Georgia.) On or about June 19, 2014, DPF filed a complaint against Sylvester Hester, who is the guarantor of a former franchisee's obligations under four separate franchise agreements. The complaint alleges that Mr. Hester is liable for the former franchisee's failure to comply with its obligations under those agreements, and seeks \$124,405.50 in damages, interest and attorneys' fees and costs. On or about August 11, 2014, the defendant filed an answer to the complaint and a counterclaim seeking unspecified amounts in damages which was amended on November 13, 2014. The amended counterclaim alleges breach of contract and fraud on the part of DPF and seeks \$1,206,870 in damages, attorneys' fees and punitive damages. DPF moved to dismiss defendant's amended counterclaim. That motion was denied by the court on February 23, 2015. The case is otherwise in the pre-trial stages.

Concluded Actions

Kevin Bores, Jennifer Huber and Christopher McCormick v. Domino's Pizza LLC, (Case No. 05-CV-2498, United States District Court for the District of Minnesota). On October 28, 2005, the plaintiffs, franchisees of several Domino's Pizza stores, filed this lawsuit objecting to the Domino's Pizza standard that obligates franchisees to purchase and install the Domino's PULSE software and point of sale system in their stores. Plaintiffs claimed: (i) this requirement was a breach of the franchise agreement; (ii) DPL knowingly made false statements in its franchise disclosure document to them before they signed their franchise agreements about the requirements; (iii) that requiring plaintiffs to purchase and install the Domino's PULSE software and point of sale system violated the covenant of good faith and fair dealing implied in the franchise agreements; (iv) the requirement to purchase and install the Domino's PULSE software and point of sale system violated the Minnesota Franchise Act; and (v) DPL made promises to them regarding rights to purchase equipment and software from third parties and providing

specifications for computer software and hardware and that they relied on these promises to their detriment. Plaintiffs sought damages in excess of \$75,000. DPL denied the allegations and filed a counterclaim against the plaintiffs seeking (i) an order dismissing plaintiffs' complaint with prejudice; (ii) a declaration that the plaintiffs' would be in breach of their franchise agreements if they fail to install and use the Domino's PULSE system as required by the standard; (iii) an award of all of DPL's direct, incidental and consequential damages incurred as a result of plaintiffs' breach of contract; (iv) an award to indemnify DPL for all damages, costs, and expenses incurred in this action, all as provided in section 22.3 of the Domino's Pizza standard franchise agreement; and (v) an award of DPL attorney's fees, court costs, and expenses of litigation, all as provided in the franchise agreements. Plaintiffs and DPL filed motions for summary judgment. On May 23, 2007, the district court entered an opinion and order dismissing 6 of the plaintiffs' 7 claims. With respect to plaintiffs' breach of contract claim, the court held that if DPL continued to require plaintiffs to install Domino's PULSE under the provisions of their franchise agreements, DPL must give plaintiffs specifications for computer hardware and software and allow plaintiffs to purchase items meeting DPL's specifications from other sources. The court did not award the plaintiffs any damages. The court denied the relief DPL requested in its counter-claim. DPL appealed the court's rulings on the contract claim and its counter-claim to the Eight Circuit Court of Appeals. On June 20, 2008, the 8th Circuit Court of Appeals reversed the district court's ruling and remanded the case to the district court with instructions to enter judgment in favor of DPL. Thereafter, DPL filed a motion for entry of judgment and for an award of attorney's fees and costs in the district court. On October 27, 2008, the district court entered a judgment in favor of DPL and against Kevin Bores and Jennifer Huber personally and against their franchise entities in the amount of \$450,000 for attorney's fees and costs incurred by DPL.

West LA Pizza, Inc., et al. v. Domino's Pizza, Inc., et al. (Case No. CV 07-07484 FMC, United States District Court for the Central District of California). On November 14, 2007, Richard Swisher and several corporations owned by him, that operate Domino's Pizza franchises in Los Angeles, filed a lawsuit against Domino's, DPF and DPD alleging that provisions in the form of Domino's Pizza standard franchise agreement that the plaintiff's had to sign in order to renew their existing franchise agreements which required the plaintiffs to purchase Domino's PULSE software from the defendants constituted an unlawful tying arrangement and exclusive dealing agreement under Section 1 of the Sherman Antitrust Act, and was an attempt to monopolize the market for operating software and hardware under Section 2 of the Sherman Antitrust Act. The plaintiffs also claimed that the form of Domino's Pizza standard franchise agreement, which the defendants were requiring the plaintiffs to sign (and which plaintiffs alleged they would have been required to sign to renew other agreements when they expired), contained provisions that allegedly breach their existing franchise agreements, which they claimed permitted them to purchase computer software and hardware from any source. They also claimed that the requirements being imposed by the defendants concerning the acquisition and use of Domino's PULSE software violated the implied covenant of good faith and fair dealing and the California Franchise Relations Act, and were an unfair business practice under the California Business and Professions Code. The plaintiffs sought actual damages and treble damages in an unspecified amount, disgorgement of unspecified amounts allegedly obtained by the defendants in connection with the acts alleged in the complaint, and temporary, preliminary and permanent injunctive relief and a declaratory judgment against any restriction by

the defendants on free choice of competing operating software and hardware, as well as specific performance of those provisions of their existing franchise agreement which they claimed were violated by the current form of standard franchise agreement, plus attorneys' fees, costs and interest. On January 14, 2008, the defendants filed a motion to dismiss plaintiffs' complaint for the reason that the complaint failed to state claims upon which relief may be granted. On February 26, 2008 the Court entered an order granting the defendants' motion to dismiss, without prejudice, and allowed the plaintiffs until March 17, 2008, to file an amended complaint to cure, if possible, the defects identified by the court in its order. The plaintiffs failed to file an amended pleading on or before the court's deadline of March 17, 2008, and on March 26, 2008, the court dismissed the case without prejudice for the plaintiffs' failure to file an amended complaint. On March 27, 2008, the district court closed the case.

Sierra-Sonora Enterprises, Inc.; Jackson Hole Partners, LP; and Grand Teton Partners, LP v. Domino's Pizza LLC, TISM, Inc., et al. (Case No. CV10-105-PHX-JAT, U.S. District Court for the District of Arizona). The plaintiffs were three entities controlled by Rick Flory, the sole shareholder of Sierra-Sonora Enterprises, Inc., which held numerous franchise agreements with DPL to operate pizza stores in the Phoenix, Arizona market. The plaintiffs filed this lawsuit on August 21, 2009 (DPL was not served until December 18, 2009) alleging breach of contract, breach of duty of good faith and fair dealing, unjust enrichment, common law fraud/fraudulent misrepresentation, negligent misrepresentation and securities fraud stemming from a stock transaction. Prior to February 2002, Jackson Hole Partners and Grand Teton Partners were provided the opportunity to purchase shares of TISM, Inc. stock, which, at the time, was an indirect owner of DPL. When Sierra-Sonora Enterprises, Inc. sold all its stores to DPL in February of 2002, these entities were required to sell the TISM, Inc. shares back to DPL. The plaintiffs' contend the sale of the stock was not handled properly and that they sustained over \$6.0 million in damages. The defendants' position was that the stock transaction was conducted in accordance with the terms of the agreement between the parties and that, in any event, the plaintiffs did not sustain any damages. The plaintiffs filed their complaint in the state court in Arizona. The defendants removed the case to the U.S. district court for the district of Arizona. The defendants filed a motion to dismiss on January 25, 2010. On May 4, 2010 the Court entered an order dismissing counts two through six of the complaint as well as the plaintiffs' request for punitive damages. The only remaining count was for breach of contract pertaining to the sale of assets agreement entered into by the parties. On or about June 3, 2010, the plaintiffs filed a first amended complaint, with allegations that were substantially similar to the original complaint. A second motion to dismiss was filed. On November 4, 2010 the court entered an order granting the defendants' renewed motion to dismiss all counts of the amended complaint except for the breach of contract claim. The court also denied plaintiffs' motion to dismiss a counterclaim filed by the defendants. The parties settled their dispute in January 2011. Under the terms of the settlement the plaintiffs paid defendants \$100,000 and waived their rights to certain monies they may have been entitled to recover in a separate real estate matter.

Grosso Enterprises, Inc. v. Domino's Pizza LLC, a/k/a Domino's Pizza Franchising LLC, a/ka/ Domino's Pizza Master Issuer.(Case No. 11-1484, U.S. District Court for the Eastern District of Pennsylvania). On March 4, 2011 the plaintiff, a Domino's Pizza franchisee operating a single Domino's Pizza store in Pennsylvania, filed a lawsuit against DPL in the U.S. District Court for the Eastern District of Pennsylvania, seeking a declaratory judgment that the

company did not have proper grounds to terminate its franchise agreement and for monetary damages. The complaint sought damages for breach of contract, breach of good faith and fair dealing, and tortious interference with existing and prospective contractual and business relationships. The plaintiff's franchise agreement had been terminated in May of 2010 for having three defaults of the franchise agreement in a twelve month period but the termination had been stayed to allow the franchisee to sell the store which he was unable to do. On March 9, 2011, the court temporarily enjoined the termination- of the franchise but vacated that order on March 11, 2011. On August 1, 2011 the parties entered into a settlement agreement under which the franchisee was given until August 15, 2011 to leave system, sell the store or come into full compliance with franchise agreement and remain a franchisee. The franchisee elected to come into full compliance and remain a franchisee. No monetary compensation was part of the settlement agreement. On August 4, 2011 the court entered an order dismissing the case.

Ram Pizza, Inc. ; Harvey R. Chabot ; Harvey R. Chabot and Margo Chabot, Co-trustees of the Chabot Family Trust v. Domino's Pizza LLC, Shane Casey, Robert Gates, Adonis Rawlins and Does 1 through 100, inclusive (Case No. RIC10011480, Superior Court of California for County of Riverside). This complaint was filed on January 14, 2011 by a former franchisee, Ram Pizza, Inc. ("Ram") and its controlling shareholder, his wife and their family trust. Ram owned and operated four Domino's Pizza franchise stores. Beginning in December of 2007, Ram discussed selling its stores to another Domino's Pizza franchisee, Riverside Pizza, Inc. Simultaneously, Ram was in discussion with another Domino's Pizza franchisee, Dream Team Pizza, concerning the purchase of the same stores. DPL did not approve the sale of the stores to Riverside. Among other reasons, Riverside Pizza, Inc. was then in default under its own franchise agreements. Ram entered into an agreement to sell to Dream Team Pizza, Inc.; however, that deal fell apart when Dream Team Pizza, Inc. could not obtain the necessary financing. Ram ultimately succeeded in transferring all of its stores to a buyer, but complained that DPL improperly failed to approve the proposed transfer to Riverside Pizza, Inc. and made misrepresentations that led them to negotiate with Dream Team Pizza, Inc. Ram contended that the sale to Riverside Pizza, Inc. would have been a more lucrative sale than the one that was ultimately consummated. The plaintiffs' complaint alleged that DPL's actions constituted fraud, intentional interference with prospective economic advantage, negligent interference with prospective economic advantage, breach of contract, and breach of implied covenant of good faith and fair dealing. Ram voluntarily dismissed Adonis Rawlins and Robert Gates. On December 12, 2013 the Court partially granted DPL's Motion for Summary Adjudication and dismissed Count II- Negligent Misrepresentation, Count IV – Negligent Interference with Prospective Economic Advantage, Count V – Breach of Contract as it related to the transfer of the store, Count VI – Breach of Implied Covenant of Good Faith and Fair Dealing, Count VIII – Negligent Interference with Prospective Economic Advantage, and Count X – Fraud. On January 15, 2014, Ram filed a writ of mandamus with the California Court of Appeals 4th Appellate District seeking to overturn the lower court's ruling. On March 13, 2014 the Court of Appeals affirmed the trial court's order except for the dismissal of Count V- Breach of Contract, which was reinstated. The plaintiff filed a petition for rehearing and the Court of Appeals thereafter reinstated Count VI – Breach of the Covenant of Good Faith and Fair Dealing. Thereafter, the Plaintiff elected not to proceed with the case pending collection of an amount in an arbitration involving other parties to the transaction. On November 13, 2014, the court dismissed the case without prejudice.

Actions Commenced Against Franchisees During Last Fiscal Year

~~None.~~ Domino's Pizza Franchising LLC v. Shuttle Pizza, Inc. (Case No. 2:14-cv-11474, U.S. District Court for the Eastern District of Michigan.) On April 11 2014 DPF commenced this lawsuit to enforce certain rights under the franchise agreement. Specifically, DPF sought a decree of specific performance requiring the defendant to consummate the sale of two stores to DPF pursuant to the Right of First Refusal as provided for in the parties franchise agreement. On June 16, 2014, defendant completed the sale of the two stores to the designee DPF and the lawsuit was dismissed.

Domino's Pizza Franchising LLC v. Arif Ali Khan and Anne K. Khan (Case No. 5:14-cv-12150 U.S. District Court for the Eastern District of Michigan.) This lawsuit was commenced on May 30, 2014 to enforce certain post-termination obligations. On February 12, 2015 an Agreed Judgment was entered whereby the Defendant agreed to close the competing business, agreed to a voluntary injunction, and to pay monetary damages.

Domino's Pizza Franchising LLC, Domino's Pizza LLC and Domino's Pizza IP Holder LLC v. Said Namari and Jannah Food, Inc. (Case No. 14-367-CZ Washtenaw Circuit Court.) On or about April 10, 2014 this action was commenced seeking to enforce certain post-termination covenants against a former franchisee suspected of being involved in the operation of a competing business at the location of his former franchise. The lawsuit also seeks past due royalties and other amounts due and owing under the franchise agreement. This action is still pending.

Domino's Pizza Franchising LLC v. Blue Bonnet Pizza, Inc. and William Zang (Case No. 14-001097-CB Washtenaw Circuit Court). This lawsuit was brought to enforce certain post termination obligations, namely, the return of our phone number and monetary damages. The case was settled in February, 2015.

No other actions are required to be disclosed in this Item.

Item 4: Bankruptcy

No bankruptcy is required to be disclosed in this Item.

Item 5: Initial Fees

Depending upon your recent management or supervisory experience in the Domino's Pizza System and the type of Store to be developed, you will pay an initial franchise application processing fee ("Initial Fee") ranging from \$0 to \$25,000. The range of the Initial Fees paid to us during the year ending- ~~December 28, 2014~~~~December 29, 2013~~, was from \$0 to \$25,000. Our current policy for determining the amount of the Initial Fee is:

- (1) If you are constructing a Store, you will pay an Initial Fee of up to \$5,000; provided, however, that if you are constructing your first Store, or based on your prior management or supervisory experience in the Domino's Pizza System, we may waive all or a part of this requirement. If you are constructing a Store and you do not have recent management or supervisory experience in the Domino's Pizza System, you will pay an Initial Fee of up to \$25,000.
- (2) If you are refranchising a closed Store, you will pay an Initial Fee of up to \$5,000; provided, however, that based on your prior management or supervisory experience in the Domino's Pizza System, we may waive all or a part of this requirement. If you are refranchising a closed Store and you do not have recent management or supervisory experience in the Domino's Pizza System, you will pay an Initial Fee of up to \$25,000.
- (3) If you are purchasing an existing Store, you will pay a transfer fee of \$1,500. If you are purchasing a Store and you do not have recent management or supervisory experience in the Domino's Pizza System, you will pay an Initial Fee of up to \$25,000, which will include the cost of your initial training expenses. Training expenses include fees for training materials for each session required.
- (4) The fee for a Development Agreement is each Store's Initial Fee of up to \$5,000 (based on your prior management or supervisory experience in the Domino's Pizza System) multiplied by the number of Stores to be developed under the Development Agreement or if you do not have recent management or supervisory experience in the Domino's Pizza System, the fee for a Development Agreement is the sum of up to a \$25,000 Initial Fee for the first Store to be developed plus each additional Store's Initial Fee of up to \$5,000 multiplied by the number of Stores to be developed under the Development Agreement. Based on your management or supervisory experience, and other related factors, we may waive all or part of the Development Fee. The fee due for a Development Agreement is fully earned after we approve your application for the Development Agreement but before we issue the Development Agreement and is non-refundable. At our option, the total of the Initial Fees for all Stores included under a Development Agreement is payable either (i) in a lump sum before the Development Agreement is issued; or, (ii) payable in prorata installments based on the total of the Initial Fees for all Stores divided by the number of Stores included under the Development Agreement. These prorata installments must be paid before a franchise agreement is issued for the Store, or upon the date the Store is required to be opened under the Development Agreement, whichever is sooner.

- (5) If you are applying to enter into a facility under the License Agreement, you will pay an Initial Fee of up to \$5,000.

The Initial Fee is payable prior to us issuing the applicable agreement and is not refundable for any reason. Also, at our discretion, all or a portion of the fees described in (1), (2) and (3) above may be required to be paid when the initial franchise application is submitted for our review and approval. Additionally, at our discretion, this fee may be applied to the initial operational and classroom training of the individual who will own 51% or more of the equity and voting interest in the franchise. We may charge a reasonable training fee up to \$1,000 for these training programs or classes which you must complete to our satisfaction. We may waive all or a portion of the Initial Fee under incentive programs we implement from time to time to encourage system growth.

You must purchase inventory and supplies, equipment, fixtures, furnishings and signage to open your Store. DPD and approved vendors supply these items to franchisees. We estimate that these payments 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, based upon the experience with store openings during the last year. See Item 7 for our current estimate of these costs. You must also make certain payments to DPD when you acquire the proprietary computer and point of sale system. See Items 6, 7 and 11.

You must for the opening of your first Store, spend a minimum of \$3,000 for grand opening advertising and promotion. You must also submit to us proof that you spent at least \$3,000 on grand opening advertising no later than ninety (90) days after the opening of the Store.

Item 6: Other Fees

Development Agreement

There is no recurring or isolated fee or payment required under the Development Agreement. However, you must pay other required recurring or isolated fees under our then-current franchise agreement for the Stores you open in your development area. Except as noted, these fees are non-refundable and not collected on behalf of any third party.

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Traditional Store Standard Franchise Agreement/Non-Traditional Store Franchise Agreement/Transitional Store Franchise Agreement

ITEM 6 TABLE

OTHER FEES

(1) Type of Fee¹	(2) Amount	(3) Due Date	(4) Remarks
Royalty Fee	5.5% of Store's weekly Royalty Sales ²	Paid via electronic funds transfer by Thursday of each week on royalty sales for the week ending on the preceding Sunday.	Royalty Sales are the total receipts from all sales of pizza, beverages and other products or services authorized for sale at the Store or at any approved off-site location. ³
Advertising Fund	4% of Store's weekly Royalty Sales ^{2,4} under the Standard Franchise Agreement/Non-Traditional Store Franchise Agreement/Transitional Store Franchise Agreement. Non-Traditional Stores and Transitional Stores may receive a partial credit or make a reduced contribution. ⁵	Same as Royalty Fee	See Item 11 for information concerning advertising and promotion.
Advertising Cooperatives	1-4% ⁶	Same as Royalty Fee	May be required to participate in local and regional advertising cooperatives. See Item 11

(1) Type of Fee¹	(2) Amount	(3) Due Date	(4) Remarks
Inspections	Will vary under circumstances	As incurred	Includes all travel expenses, room and board and compensation of our employees.
Audit Expenses	Cost of audit, charges of employees, understatement plus 1.5% interest per month	10 days after receipt of final audit	Payable if understatement is greater than 2% or audited because you failed to submit reports.
Transfer	\$1,500	Before transfer	Payable when Franchise Agreement or the assets of the Store or any ownership interest is transferred. We may charge up to \$25,000 if you do not have management or supervisory experience in the Domino's Pizza System.
Training Fees	Maximum – cannot exceed \$1,000 per session	Upon class registration	We may require supplemental or additional training programs. You pay cost of additional or supplemental programs and other expenses.
Interest on Late Payments	Lesser of 1.5% per month or highest legal rate for open account business credit in the state Store	As incurred	Payable on all overdue amounts. 2% above the Libor rate for Alaska and Hawaii stores.
Charges for Testing and Evaluation	Will vary under circumstances	As incurred	See Item 8

(1) Type of Fee ¹	(2) Amount	(3) Due Date	(4) Remarks
Indemnification	Will vary under circumstances	As incurred	You must indemnify and hold us harmless if we are held liable from your Store's operations.
Costs of Enforcement	Will vary under circumstances	As incurred	Reimburse us to enforce the Franchise Agreement.
Annual Software Enhancement Fee	~~\$456.75~~ <u>\$479.00</u> per store per year, after the first year ⁷	As invoiced	Covers cost of updates to Domino's PULSE core software. Fee for first year is included in initial cost. For further information about other charges see footnotes #7 ~~and #8~~ <u>and #9</u> .

- (1) All fees are imposed by and payable to us or our affiliates. All fees are non-refundable. We have a National Business Sales Program where we will offer franchisees the opportunity to deliver products to businesses in close proximity to their stores. If the franchisee elects to deliver products to these businesses, we will pay the franchisee an amount based upon the arrangement negotiated by us with the businesses.
- (2) We may from time to time implement incentive programs to encourage system growth. Under the incentive programs we may reduce weekly royalty fees and advertising contributions payable by a franchisee for a period of time.

One incentive program currently in effect is our "New Store Build Incentive Program". In order to be eligible for this program an approved franchisee must open a store within the time period we designate. For the first (1st) fifty-two (52) weeks following the store opening date, the then-current royalty rate contribution will be reduced by five and one-half percent (5 and 1/2%). For the first (1st) fifty-two (52) weeks following the store opening date the then-current required cumulative advertising rate contributions, including both national and mandatory local co-op advertising contributions (for clarification, this does not apply to any voluntary local co-op amounts approved by the local co-op), will be reduced by six percent (6%).

Another program we are currently offering is our "Turnaround Incentive Program". In order to be eligible for this program a franchisee must purchase a store with an Average Weekly Unit Sales (AWUS) of less than \$8,000 during the twenty-six (26) weeks prior to the store purchase date. For the first fifty-two (52) weeks following the store purchase date, the franchisee will receive a reduction of three percent (3%) off the then-current national advertising contribution and a reduction of three percent (3%) off the five and

one half percent (5½%) weekly royalty fee and the \$1,500.00 transfer fee will be waived. The purchasing franchisee cannot be part of the pre-sale ownership structure. The selling franchisee cannot be part of the post-sale ownership structure.

We are also offering an incentive program to franchisees who have signed Development Agreements to encourage store growth. Under this program the franchisee will pay reduced or no weekly royalty fees or the then-current required cumulative advertising contributions, including both national and mandatory local co-op advertising contributions (for clarification, this does not apply to any voluntary local co-op amounts approved by the local co-op), for a period of up to three (3) years for stores opened under this program. The amount of the reduction will depend upon the number of additional stores the franchisee has agreed to open.

~~All eligibility requirements of the Incentive Programs are described in a policy statement.~~ A franchisee will be entitled to participate in only one Incentive Program per store and may not combine Incentive Programs. ~~All franchisees~~ Franchisees eligible for ~~an a particular~~ Incentive Program must comply with all ~~provisions of the conditions contained in~~ their respective incentive program agreements ~~agreement in order to receive the and policy statements to remain eligible for these~~ incentive(s). We reserve the right to modify or terminate these Incentive Programs at any time ~~in at~~ our sole discretion. In addition, we have the sole discretion to interpret, implement and grant these Incentive Programs to franchisees who may be eligible for them.

- (3) Royalty sales do not include sales and equivalent taxes and coupons and similar discounts we approve. For Non-Traditional Pizza Stores located in stadiums and airports, commissions payable to the stadium or airport authorities other than up-front fees are deducted from total receipts in computing royalty sales. Premium items or similar items are included in computing royalty sales unless these items have been sold at or below cost. Unless we otherwise specify, premium items or similar items do not include any food or beverage item.
- (4) The National Advertising Fund Contribution rate was raised from 3% of weekly royalty sales to 4% of weekly royalty sales, effective January 3, 2005, although the obligations of franchisees who signed Franchise Agreements before 2013 to contribute to the Advertising Fund may differ (see Item 11). The percentage currently charged for a Domino's Pizza Traditional Store is 4% of the weekly royalty sales.

You must pay up to 4% of the weekly royalty sales as an advertising contribution if you operate a Domino's Pizza Non-Traditional Store or Domino's Pizza Transitional Store to an advertising fund. (see Item 11).

We and our affiliates may set up a separate advertising fund for Domino's Pizza Non-Traditional Stores and/or Transitional Stores.

Neither we nor our affiliates collect the 4% advertising from Domino's Pizza stores operating in Alaska and Hawaii. These Stores are obligated to spend an equivalent or agreed upon amount in their local markets.

- (5) If you operate a Domino's Pizza Non-Traditional Store, we may rebate quarterly (or give you a credit for) up to 3½% of the 4% advertising contribution you pay for local advertising. We recommend you spend all credits in the calendar year in which they are given on local advertising expenditures. Domino's Pizza Transitional Stores currently pay 3% of Royalty Sales.
- (6) If a cooperative exists and if 65% or more of the Stores in the cooperative agree or are contractually obligated to contribute a specified percentage of royalty sales, then you must make the same percentage contribution to the cooperative. Each store we operate in the market contributes to advertising funds, and is entitled to vote, on the same basis as franchised stores. We have the right to require that you contribute no less than 2% of your weekly royalty sales to the cooperative. If there is no advertising cooperative or if the Stores have not agreed upon a percentage of royalty sales to contribute to the cooperative, franchisees are required to expend or contribute to the cooperative, as the case may be, an amount we specify up to and including 2% of the weekly royalty sales of your Store for local advertising. The maximum amount we can require that you contribute to the national advertising fund and local and regional advertising expenditures will be 9% of the weekly royalty sales of your Store.
- (7) You must acquire the Domino's PULSE point of sale computer system ("Domino's PULSE") if you are building a new store or purchasing an existing store that is not already equipped with Domino's PULSE. The specifications of the Domino's PULSE system are discussed below in more detail in Item 11. You must sign a Domino's PULSE Software License Agreement with our affiliate, DPD, in the form attached as Exhibit M, to use the Domino's PULSE software. At the time you sign the license agreement you must pay DPD \$4,923 (which includes \$723 payable to third party vendors for third party license and data conversion fees) to acquire the Domino's PULSE software and an enhancement fee of ~~\$456.75~~\$479.00 per year (after the first year) upon submission of our invoice to you. The ~~\$456.75~~\$479.00 per year enhancement fee may be increased in subsequent years, however, it will not be increased by more than five percent (5%) in any given year, unless a higher amount is recommended by the Domino's Technology Advisory Board. In connection with the Domino's PULSE License Agreement you will also be required to sign a Participation Agreement with Microsoft which contains a right to use certain Microsoft software that is part of Domino's PULSE at a more favorable price than retail. You must acquire the Domino's PULSE hardware from a vendor approved by us. Currently ~~Lenovo and IBM are~~Pomeroy is the approved vendors of the computer hardware. You will be required to enter into a Domino's Pizza Help Desk Services Agreement with DPL, in the form attached as Exhibit K, for Help Desk and Software Support Services for the entire term of the Domino's PULSE License Agreement. We reserve the right to add other approved help desk and support service providers and we may operate a help desk and support service and to charge a fee for these services. If we modify the computer and related technology requirements you may

be required to incur costs to purchase, lease and/or license new or modified computer hardware and/or software and to obtain service and support. The cost to you of obtaining the software licenses, or additions, substitutions, replacements or modifications thereto, may not be fully amortizable over the term of the Franchise Agreement. The current cost estimate per store to acquire the hardware and software required, including payments due us, is \$15,000 to \$25,000 (other installation and service fees may apply) and is due as incurred. The difference between the high and low range is attributable in part to the number of order entry stations and additional Domino's PULSE related optional services. The current estimated cost per store for required maintenance and support contracts, third party software license fees, and upgrades or updates to the Domino's PULSE software should not exceed an average of ~~\$4,000.00~~ 4,500.00 annually. This estimated cost per store covers the annual enhancement fee due, system support services, third party license fees and software upgrades and maintenance including help desk and support services provided by a third party vendor. We may require that you continuously maintain high speed broadband connectivity, where available. We reserve the right to charge a reasonable connectivity fee to deliver software enhancement services and other data to franchisees that choose not to have high speed broadband connectivity where the service is available. Currently this charge is \$1,200.00 per year. All fees are imposed by and payable to DPD or our designated third party vendor. All fees are non-refundable.

~~Domino's Pizza Stores operating in Alaska, Hawaii, Puerto Rico, Guam and the U.S. Virgin Islands may but are not required at this time to acquire Domino's PULSE.~~

We may develop or contract with third parties to develop centralized or technology based methods of taking, processing, routing, and delivering orders in addition to the methods and technology we currently use or authorize (collectively "Additional Order Systems"). These may become mandatory at any time during the term of the Franchise Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software; to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with us and with third parties. To the extent these products and services are owned by us or provided to you by us, we may charge up front and/or ongoing fees. However, to the extent all the direct and indirect costs to develop, test and implement an Additional Ordering System are paid from other sources, then such up-front and ongoing fees charged by us would be intended only to cover our ongoing expenses, including direct costs and reasonable allocations.

- (8) You must participate in the Domino's Pizza Gift Card Program and obtain and use Gift Cards, transaction processors and related services, from vendors approved by us and pay the fees associated with the Gift Card Program.

- (9) You will be required to accept and process applications for store-level positions through an online platform provided by IBM Corporation ("IBM"). You must make a monthly payment to IBM to acquire this service. Initially, this amount will be approximately \$21.03 per month per Store but is expected to decline as the number of franchisees who use this service increases. You must also pay a monthly service fee to IBM which is currently \$8.47 per month per Store. At the end of each year, IBM will refund to DPL the

monthly service fees paid by franchisees, which will be used by DPL to offset the expenses and costs incurred by DPL in implementing this service. In the second half of 2015, a call to PulseCare for technical support with your IBM online platform will result in a charge of \$20 to \$30.

License Agreement

ITEM 6 TABLE

OTHER FEES

(1) Name of Fee⁽¹⁾	(2) Amount	(3) Due Date	(4) Remarks
License Fee	10% of Store's Gross Sales	Weekly	Gross Sales includes total receipts from the sale of pizza and related food products authorized for sale at the Store but exclusive of sales tax or equivalent taxes. Percentage may vary depending on the venue where the Store is located. We have the discretion to apply a portion of the License Fee to the Advertising Fund.
Indemnification	Will vary under circumstances	As incurred	You must indemnify and hold us harmless if we are held liable from your Store's operations.

You will be required to purchase proprietary products from DPD or an approved vendor. (See Item 8).

(1) All fees are imposed by and payable to us. All fees are non-refundable.

Item 7: Estimated Initial Investment

ITEM 7: TABLE YOUR ESTIMATED INITIAL INVESTMENT

Domino's Pizza Traditional Store

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is Made
Initial Fee ⁽¹⁾	\$0 to \$25,000	Lump Sum	When approved	Us
Leasehold Improvements ⁽²⁾	\$25,000 to ~~\$200,000~~ ~~150,000~~	Lump Sum	When completed	Landlord or other third party
Furniture, Fixtures and Equipment ⁽³⁾	\$81,000 to \$145,000	Lump Sum	Usually 30 days after invoice	DPD or other approved Supplier
Signage ⁽³⁾	\$5,200 to \$35,000	Lump Sum	50% when ordered 50% when shipped	Approved Suppliers
3 Month's Rent ⁽²⁾	\$3,000 to \$12,000	Lump Sum	When you sign the lease	Landlord
Security Deposit ⁽²⁾	\$1,000 to \$4,000	Lump Sum	When you sign the lease	Landlord
Opening Inventory and Supplies ⁽³⁾	\$2,750 to \$6,500	Lump Sum	Within 30 days of delivery	DPD or other approved Suppliers
Opening Advertising and Promotion ⁽⁴⁾	\$0 to \$3,000	Lump Sum	Proof of expenditures due 90 days after Store opening	Us
Training Expenses ⁽⁵⁾	\$500 to \$1,700	Lump Sum	When you register for class	Us
Domino's PULSE Training Expenses ⁽⁵⁾	\$1,200	Lump Sum	30 days after invoice	Vendor who provides the training
Insurance ⁽⁶⁾	\$9,000 to \$17,000	Lump Sum	Before Store opening/sale	Insurance Company
Miscellaneous Opening Costs ^(2, 7)	\$2,500 to \$7,000	N/A	N/A	Various Suppliers and Utilities

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is Made
Additional Funds – 3 Months ⁽⁸⁾	\$10,000 to \$60,000	Unknown	As Incurred	Employees and various third parties
TOTAL ESTIMATED INITIAL INVESTMENT⁽⁹⁾	\$141,650, to ~~\$466,700~~516,700 (10)			

Domino's Pizza Non-Traditional Store

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is Made
Initial Franchise Application Processing Fee ⁽¹⁾	\$0 to \$25,000	Lump Sum	When approved	Us
Leasehold Improvements ⁽²⁾	\$5,000 to ~~\$200,000~~ 150,000	Lump Sum	When completed	Landlord or other third party
Furniture, Fixtures and Equipment ⁽³⁾	\$62,000 to \$136,000	Lump Sum	Usually 30 days after invoice	DPD or other approved Supplier
Signage ⁽³⁾	\$5,200 to \$35,000	Lump Sum	50% when ordered 50% when shipped	Approved Suppliers
3 Month's Rent ⁽²⁾	\$3,000 to \$12,000	Lump Sum	When you sign the lease	Landlord
Security Deposit ⁽²⁾	\$1,000 to \$6,500	Lump Sum	When you sign the lease	Landlord
Opening Inventory and Supplies ⁽³⁾	\$2,750 to \$6,500	Lump Sum	Within 30 days of delivery	DPD or other approved Suppliers
Opening Advertising and Promotion ⁽⁴⁾	\$0 to \$3,000	Lump Sum	Proof of expenditures due 90 days after Store opening	Us

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is Made
Training Expenses ⁽⁵⁾	\$500 to \$1,700	Lump Sum	When you register for class	Us
Domino's PULSE Training Expenses ⁽⁵⁾	\$1,200	Lump Sum	30 days after invoice	Vendor who provides the training
Insurance ⁽⁶⁾	\$6,000 to \$17,000	Lump Sum	Before store opening/sale	Insurance Company
Miscellaneous Opening Costs ^(2, 7)	\$2,500 to \$7,000	N/A	N/A	Various Suppliers and Utilities
Additional Funds - 3 Months ⁽⁸⁾	\$10,000 to \$60,000	Unknown	As incurred	Employees and various third parties
TOTAL ESTIMATED INITIAL INVESTMENT⁽⁹⁾	\$102,650 to ~~\$460,200~~ \$10,200⁽¹⁰⁾			

Domino's Pizza Transitional Store

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is Made
Initial Fee ⁽¹⁾	\$0 to \$25,000	Lump Sum	When approved	Us
Leasehold Improvements ⁽²⁾	\$15,000 to \$100,000	Lump Sum	When completed	Landlord or other third party
Furniture, Fixtures and Equipment ⁽³⁾	\$76,000 to \$140,000	Lump Sum	Usually 30 days after invoice	Us or other approved Supplier
Signage ⁽³⁾	\$5,200 to \$35,000	Lump Sum	50% when ordered 50% when shipped	Approved Suppliers
3 Month's Rent ⁽²⁾	\$2,400 to \$10,500	Lump Sum	When you sign the lease	Landlord
Security Deposit ⁽²⁾	\$800 to \$3,500	Lump Sum	When you sign the lease	Landlord

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is Made
Opening Inventory and Supplies ⁽³⁾	\$1,500 to \$6,500	Lump Sum	Within 30 days of delivery	DPD or other approved Suppliers
Opening Advertising and Promotion ⁽⁴⁾	\$0 to \$3,000	Lump Sum	Proof of expenditures due 90 days after Store opening	Us
Training Expenses ⁽⁵⁾	\$500, to \$1,700	Lump Sum	When you register for class	Us
Domino's PULSE Training Expenses ⁽⁵⁾	\$1,200	Lump Sum	30 days after invoice	Vendor who provides the training
Insurance ⁽⁶⁾	\$6,000 to \$17,000	Lump Sum	Before Store opening/sale	Insurance Company
Miscellaneous Opening Costs ^(2, 7)	\$1,500 to \$5,000	N/A	N/A	Various Suppliers and Utilities
Additional Funds – 3 Months ⁽⁸⁾	\$5,000 to \$30,000	Unknown	As incurred	Employees and various third parties
TOTAL ESTIMATED INITIAL INVESTMENT⁽⁹⁾	\$115,600 to \$377,700⁽¹⁰⁾			

Explanatory Notes.

- (1) The Initial Fee for single Stores ranges from \$0 up to \$25,000. The Initial Fee due under a Development Agreement is calculated based on a number of considerations, including your prior management or supervisory experience in the Domino's Pizza System, the number of Stores included in a Development Agreement and the duration of the Development Agreement. (See Item 5)
- (2) You must lease an appropriate site. Generally, the leases are for 5 years with an option to renew for 5 years. The term and renewal of leases for Domino's Pizza Non-Traditional Stores will be subject to negotiation but may be three (3) years or less subject to renewals or extensions by the parties. The amounts specified for leasehold improvements and security deposits on a lease and rent are based on our business experience. These costs depend on the size, condition, and location of the leased premises, and the costs the landlord assumes. You may hire any party for this assistance or may conduct site selection yourself.

- (3) See Footnote (7) in Item 6 and Items 8 and 11 for information about the Domino's PULSE Store. Other than as described in Items 7 and 8, you may purchase or lease original equipment and supplies, signs and opening inventory meeting our standards from any approved source, including DPD. The purchase or lease payments are made to either DPD or other suppliers. We do not require you to purchase or lease delivery cars and therefore we do not include these costs in this Item.
- (4) This amount is for opening advertising and promotion and does not include Advertising Fund or cooperative contributions.
- (5) Training expenses include fees for training materials for each session required for all new employees, manager candidates, managers and prospective franchisees. Domino's PULSE Training may be required for prospective franchisees who do not have sufficient experience in the use of Domino's PULSE. The travel expenses are the participant's responsibility.
- (6) We estimate that annual insurance premiums for a traditional Domino's Pizza Traditional Store to range from \$9,000 to \$17,000; from \$6,000 to \$17,000 for a Domino's Pizza Non-Traditional; and from \$6,000 to \$17,000 for a Domino's Pizza Transitional Store. However, this cost may be significantly higher depending on the state coverage requirements, store location and your loss history.
- (7) The Miscellaneous Opening Costs are our best estimate of the costs and deposits for and installation of telephones, deposits for gas, electricity and related items. These are paid as incurred to various utilities and suppliers.
- (8) This item estimates your initial startup expenses for 3 months and assumes you pay the maximum estimated figure for monthly rent. This item does not include ongoing inventory purchases, royalty or advertising payments or the cost of any financing interest or amount of debt service obligation. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on the following factors: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.
- (9) We relied on over 50 years of our affiliates and predecessors business experience to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.
- (10) From time to time we sell company-owned stores. The purchase price of these stores did not exceed the upper range of the Total Estimated Initial Investment in the Item 7 Table in fiscal year 2014⁴³.

License Agreement

The amount of initial investment required when you sign the License Agreement will vary greatly depending on the facility. Some facilities may already be equipped to sell food products, while others may require substantial remodeling. We may require you to remodel the facility in connection with granting the License and, if so, you will be required to enter into a Site Development Agreement. Therefore, we cannot provide a reasonable estimate of the initial investment required under the License Agreement, although we believe that the estimated investment will be below the range of initial investment for a Domino's Pizza Store.

Development Agreement

Except for certain working capital funds to begin operations, an initial investment is not required when you sign the Development Agreement. However, an initial investment is required each time a Store is opened within your development area.

Sale of Company-Owned Stores

From time to time DPL may sell the assets of a company-owned store to franchisees. The form of agreement DPL currently use to sell the assets of company-owned stores to franchisees is attached as Exhibit L (the "Sale of Assets Agreement"). The purchase price of the store will vary and may be more or less than the amounts set forth in the tables.

Financing

We do not offer direct financing for a franchisee's initial investment.

Item 8: Restrictions on Sources of Products and Services

We will provide you with specifications for pizza, other authorized food and beverage preparation, dispensing, storage and display equipment, delivery and related motor vehicles, other equipment, fixtures, furniture, exterior and interior signs and decorating that we require you to use or install in the Store. We may specify brands, types or models for any of these items. You may purchase items meeting our specifications from any source unless we designate an approved source or sources for any of these items. If you propose to purchase or lease items not previously approved by us as meeting our specifications or from a vendor not approved by us, you must first notify us and we may require submission of sufficient specifications, photographs, drawings and/or other information and samples to determine whether any such item or supplier meets our specifications or our approved vendor criteria. We will advise you within a reasonable time whether any proposed item or vendor meets our specifications or our approved vendor criteria. You must use only such items that meet our specifications in the operation of the Store and to purchase them from approved vendors, if we so require. We or our affiliates or an approved vendor may be the only source for some of these items and we may otherwise limit the number of approved vendors. We reserve the right to charge you for our reasonable expenses in testing and/or evaluating any proposed item or vendor submitted by you.

Unless otherwise agreed to ~~by us~~ ~~by~~ in writing, if the property which the Store is located is not owned by you, you must maintain a lease for the site of the Store (including the lease for the site of the commissary, if any, to be operated by you) which must contain such terms as we specify from time to time for all leases of a similar type. Each original lease, renewal leases and lease addenda and modification of any type must be submitted to us prior to execution for our examination and approval that it contains the terms we require in all leases. You must provide us with a copy of the executed lease, any renewal lease, and any addenda and modification or other instrument or agreement governing occupancy of the premises within thirty (30) days after execution by you and the landlord. Attached as Exhibit O is a Rider to Lease which contains the terms we currently require. This Rider must be signed at the time the lease is executed.

You must use in the development and operation of the Store the management system and computer hardware and software and related technology designated by us, including without limitation, features such as high speed broadband connectivity, high speed broadband monitoring, online ordering, methods and means of encryption and access to our network resources, and other internet based technology and peripheral devices that we specify from time to time (the "Brand Technology"). We may modify all aspects and the components of the Brand Technology from time to time. As part of the Brand Technology, we may require you to obtain computer hardware and/or software we specify from a single vendor designated by us and we or our affiliates may be the sole supplier of all or any part of the Brand Technology. You may use only such items and services as we specify in connection with the Brand Technology. We may require that you enter into a license exclusively with us or our affiliates to use proprietary software developed by or for us. You may also be required to enter into agreements with others for use of third party software incorporated or used in connection with the Brand Technology. Our modification of such specifications or components for the Brand Technology may require you to incur costs to purchase, lease and/or license new or modified computer hardware and/or software and to obtain service and support for the Brand Technology during the term of the Franchise Agreement. The cost to you of obtaining the Brand Technology (including software licenses) (or additions, substitutions, replacements or modifications thereto) may not be fully amortizable over the remaining term of the Franchise Agreement. You must incur such costs in connection with obtaining the computer hardware and software comprising the Brand Technology (or additions, substitutions, replacements or modifications to the Brand Technology), provided you will not be required to make aggregate expenditures for any additions, substitutions, replacements or modifications to the Brand Technology in excess of one and one half percent (1 ½ %) of the royalty sales of the Store from the date of its opening to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology not to exceed the ten (10) year period prior to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology or, except in connection with a renewal of the franchise, to make any additions, substitutions, replacements or modifications to the Brand Technology during the last twelve (12) months of the initial term of the franchise. We have the right to charge reasonable fees for software or systems modifications and enhancements specifically made for us that are licensed to you and other maintenance and support services that we or our affiliates furnish to you related to the Brand Technology. You may also incur charges from third parties who render services or provide products that we require you to purchase or use. We shall have independent access to data on

your Brand Technology, including sales figures. There are no contractual limitations on our right to access this information and data.

Our affiliate, DPD, is the only approved supplier of the Domino's PULSE software used in Domino's Pizza stores. (See Item 11 for additional information about Domino's PULSE). Domino's PULSE hardware and an agreement for support and maintenance of the computer hardware must be acquired through a vendor or supplier approved by us. Currently ~~Lenovo and IBM~~ Pomeroy ~~are is the~~ approved vendors for the purchase of new hardware. DPL provides help desk services. There are currently no third party vendors for help desk services. ~~IBM and Retail Technology Group ("RTG") are~~ Pomeroy is the approved hardware warranty and service vendors. At the time you acquire the Domino's PULSE system, you will also be required to enter into an agreement for help desk support and maintenance with DPL during the term of the Domino's PULSE Software License Agreement. We reserve the right to offer help desk and support services and to charge a fee for these services. In connection with the Domino's PULSE License Agreement you will also be required to sign a Participation Agreement with Microsoft which is a sublicense of certain Microsoft software that is part of Domino's PULSE. The Microsoft Participation Agreement is Attachment D to the Domino's PULSE Software License Agreement (Please see Exhibit M to this disclosure document). Help desk and support services providers may also require you to sign an agreement for their services.

~~Domino's Pizza Stores operating in Hawaii and Alaska are currently not required to acquire Domino's PULSE but may do so.~~

You will be required to enter into a Domino's Pizza Online Ordering Franchisee Services Agreement with DPL, the form attached as Exhibit S, for online ordering services. You will be responsible for the fees and charges associated with your use of online ordering and the requisite internet usage and connections, including the fees charged by the service provider. Currently the fees are ~~\$-17.21~~ per transaction and ~~are is~~ subject to increase each year.

As noted in Item 7, we may develop or contract with third parties to develop Additional Order Systems. These may become mandatory at any time during the term of the Franchise Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software; to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with third parties. You must also comply with all standards, operations and procedures related to e-mail capabilities of the Store and other electronic communication methods (including high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources) and devices to facilitate communication with us or our offices, including the exchange of information between the Store and us.

You are required to participate in the Domino's Pizza Gift Card Program. The Gift Card is an electronic cash card available for purchase and redemption at Domino's Pizza stores and online, for use as a payment method for food and beverage purchases. Customers may also increase, replenish or restore balances available on the Gift Card at any Domino's Pizza store if we so designate. We will debit or credit your bank account for the net amount of Gift Card Purchases / balance increases and redemption transactions. The funds collected are not and will

not be the asset of any franchisee. You must obtain and use gift cards and transaction processors, including internet or other connections, from vendors designated by us. You will also be required to use the designated transaction processor which at the present time is Ceridian Stored Value Solutions. Cards are issued by CARDCO CXXV, Inc. and distributed by Domino's GC, Inc.

DPL's Quality Assurance Department maintains, on our behalf, a listing of approved products and suppliers. This is the only list franchisees may use to verify approval status. If you wish to purchase or lease items we have not approved, you may propose a request through your Area Leader – Franchise Operations. Along with the request, you must include any photographs, drawings, information source of items, samples or any materials or information necessary to adequately describe the request. You will be advised within a reasonable time (not to exceed 180 days) whether any item meets the criteria to forward to the Standards Committee for further consideration and final approval, including any additional requirements which may be imposed by the Standards Committee as a condition for the proposed supplier to receive final approval. We may charge you for reasonable expenses that we or our affiliates incur in evaluating any proposed item. The number of suppliers of any item may depend on the availability of these items and whether suppliers manufacture items meeting our specifications.

You must purchase food ingredients, beverage products, cooking, packaging and cleaning materials, other products, utensils, uniforms, menus, forms, and other supplies and materials used in the Store that meet our standards. You must use paper and plastic products imprinted with the Marks that we establish. We may require you to purchase the ingredients, supplies and materials used exclusively from us, our affiliates or from approved suppliers or distributors. We or our affiliates may examine the facilities of any approved supplier or distributor, including the commissary, if any, you operate and test the ingredients, materials or supplies. We or our affiliates may charge fees for evaluating proposed and approved suppliers or distributors and inspecting commissary operations. We may impose limitations on the number of approved suppliers or distributors of any product or service. As noted, we or our affiliates may be the exclusive supplier of certain products. A list of approved suppliers will be made available to you. Approval of a supplier or distributor may be conditioned on delivery schedule and service, among other things. In addition, your ability to purchase from other suppliers, including those who sell to us or our affiliates, depends on factors including suppliers' willingness to sell to you and the availability of various products and services that meet our standards. To protect the confidentiality of our proprietary products, including sauce, dough and cheese, we may limit the sources of supply of these products.

We and our affiliates have established business relationships with a group of nationally recognized vendors who have agreed to provide goods and services at discounted prices to our franchise system as part of a program known as the "Pie Perks Program". The discounts are based in part on our relationship with these vendors and our ability to purchase goods and services from them in larger quantities. The program is designed to help reduce expenses on various items and services, including, but not limited to, supplies, telecommunications services, accounting and payroll services, repairs and maintenance. You may, at your option, participate in this program and take advantage of the discounts without additional cost to you. Other than the

same discounts that are available to you under the program, neither we nor our affiliates receive any revenue from the vendors as a result of this program.

DPL entered into a beverage marketing agreement with The Coca-Cola Company on December 19, 2013 for a term ending the later of December 31, 2018 or until such time as certain volume commitments are reached which entitles franchised and company-owned locations to qualify for certain fixed and variable funding for marketing and promotional activities and volume incentive funds based upon the number of cases of Coca-Cola beverage products purchased from participating Coca-Cola bottlers. The Coca-Cola Company has also agreed to pay funds for national, regional, and local marketing; and media programs and promotions under the terms of the beverage marketing agreement. Coca-Cola beverages has been designated as the company standard for beverages for sale at Domino's Pizza Stores. Although franchisees can only offer Coca-Cola beverages at their Domino's Pizza Stores, they can purchase these products from any supplier or retailer, including participating Coca-Cola bottlers. Under the terms of the beverage marketing agreement and individual agreements each franchisee may have with Coca-Cola, upon transfer of ownership and/or store closure events, the new franchisee purchaser or the current franchisee operator may be required to pay unearned amounts of any allowable advance. In 201~~43~~, Coca-Cola under a prior agreement provided ~~\$4,467,925.54~~~~497,932.30~~ in funding to the Domino's National Advertising Fund ("DNAF") for national marketing support. Coca-Cola also makes a contribution to us annually for brand development purposes. The amount paid to us in 201~~43~~ was ~~\$1,015,805.67~~~~873,560.06~~.

~~DNAF has entered into an advertising products and services agreement with Valassis, an independent targeted home-delivered print advertising company, for a term commencing December 30, 2012 through January 4, 2014 which entitled DNAF to receive credits up to \$44,837.53 during the term of the Agreement. The credits were used by DNAF for Valassis products or services during the term of the Agreement.~~

DPL, DNAF and DP IP Holder entered into a co-promotion agreement with Dairy Management Inc., a company dedicated to promoting the dairy industry and dairy products on behalf of dairy products, for a term commencing on January 1, 2012 through December 31, 2014, which entitled or entitles DNAF to receive Eleven Million Seven Hundred Sixty Thousand Dollars (\$11,760,000.00) in 2012, Ten Million Seven Hundred Sixty Thousand Dollars in 2013 and Ten Million Two Hundred Sixty Thousand Dollars (\$10,260,000.00) in 2014 to fund dairy-centric initiatives.

As previously noted in Item 6, you will be required to accept and process applications for store-level positions through an online platform provided by IBM under a contractual agreement with IBM. You must make a monthly payment to IBM to acquire this service. Initially, this amount will be approximately \$21.03 per month per Store but is expected to decline as the number of franchisees who use this service increases. You must also pay a monthly service fee to IBM which is currently \$8.47 per month per Store. At the end of each year, IBM will refund to DPL the monthly service fees paid by franchisees which will be used by DPL to offset the expenses and costs incurred by DPL in implementing this service. You will have full discretion to determine and control the contents of the online platform and are solely responsible for making hiring and other employment decisions for your store(s). You are solely responsible for

ensuring your compliance with applicable laws, rules, regulations, and ordinances. You may accept applications for store-level positions through other methods as an accommodation of an applicant's disability or as otherwise required by applicable laws, rules, regulations, or ordinances. We will not have access to the content (including applicant information) you maintain on this online platform.

Except for the payments disclosed above, neither we nor our affiliates receive any payments or credits from suppliers for the purchase of products by or for the benefit of franchisees, although we and our affiliates reserve the right to do so.

As previously noted, prior to the Securitization Transaction, Domino's Pizza Distribution sold food and beverage products, equipment, supplies and materials to franchisees. Following the Securitization Transaction, DPD will supply these products and items to franchisees. DPD will derive revenue from the sale of these items by selling them above cost. DPD offers an optional profit sharing plan for franchisees. Prior to the Securitization Transaction, Domino's Pizza Distribution entered into these profit sharing arrangements with franchisees. These were assigned to DPD as part of the Securitization Transaction. Under this plan, franchisees must purchase their required food products from DPD for a period of 10 years in exchange for a share of the profits of the DPD center servicing their Stores. Franchisees can terminate their participation in the plan by giving 1 year notice or immediately refunding profit sharing payments for the previous year.

DPD is an approved supplier of fresh dough balls for both our original screen product and fresh pan pizza. If we or our designee give written approval for you to operate a commissary, you can make your own dough if it complies with our standards. There are currently no third party suppliers of fresh or pan pizza dough balls. Commissary operators will be required to purchase a pre-mix package from approved suppliers to produce these different types of dough. DPD is an approved supplier of pre-mix for our screen and pan dough products. In addition, there are 2 approved manufacturers of pre-mix from whom franchisees can purchase directly.

For the benefit of the System, we and/or our affiliates have and will continue to test and develop other dough products. We have approved the original screen product, pan pizza, and a thin crust for Domino's Pizza Stores. We have also approved a deep dish product for a limited number of non-traditional Domino's Pizza Stores. Currently, DPD is an approved supplier of thin crust to our franchisees and a deep dish crust to licensees. In addition, there is 1 approved manufacturer of thin crust.

When we and/or our affiliates periodically test new products in Stores, we may require you to purchase these products exclusively from DPD or otherwise limit the distribution and use of these products.

If you sign a License Agreement, you must purchase all dough, sauce, cheese, pizza boxes and other proprietary products from DPD unless we otherwise approve. You may not purchase such products from alternative suppliers without our approval.

We or our affiliates may from time to time offer or make available other services or products to franchisees, such as on-line ordering and gift cards. We or our affiliates may derive revenue from the sale of these services and products to franchisees or from the participation by franchisees in these programs.

You must maintain at your sole expense: (a) property insurance on a replacement cost basis at minimum limits based on the total value of your assets (all risk coverage); (b) general liability insurance (including coverage for personal injury, products and contractual liability); (c) automobile liability insurance (including owned automobiles, titled or leased in your name and the name of your owners and used at any time, whether principally or occasionally in the business, hired and non-owned coverage); and (d) worker's compensation insurance (in your name) as required by law. If no worker's compensation law exists, then you must participate in comparable insurance we require. If you or your owners do not use a vehicle owned or leased in your name or the name of any of your owners in the business, you must provide written evidence, satisfactory to us. We require you to have minimum limits of \$1,500,000 per occurrence for general liability insurance and for automobile liability insurance. If your state recognizes and permits self-insurer programs, your participation in a program will satisfy our requirements under Section 15.7(d) of the Franchise Agreement. If deductible plans are approved and used in your state, you may purchase this coverage subject to the requirements of your insurance carrier. An insurance carrier rated B⁺ or better by Alfred M. Best & Company, Inc. or meeting such other criteria we may establish from time to time must issue all insurance policies, except workers' compensation insurance. All liability insurance policies must name us and any subsidiaries and affiliates that we designate, as additional insureds and provide us with 30 days prior written notice of termination, expiration, cancellation or modification of any policy. The terms and conditions of all such policies, including the amount of any deductibles, will be consistent with the requirements prescribed from time to time by us. We may also reasonably increase the minimum liability "limit" protection requirement annually and modify the insurance requirements. You must provide us annually with satisfactory evidence of the renewal or extension of each insurance policy or any modifications to any insurance policy that must describe the applicable deductibles for each policy.

If you fail to carry any insurance coverage we require or to furnish satisfactory evidence of the insurance, we or our designee may obtain insurance coverage for you and you must promptly sign any documents required and pay to us on demand amounts we incur. Your obligation to maintain the required insurance is not limited by insurance we maintain. Your failure to carry required insurance at our specified limits could result in default.

Depending on whether you purchase certain products from us or our affiliates, we could provide you with approximately 90% of your total purchases in establishing your Store and generally between 25%-40% of your total ongoing operating expenses for your Store. Total operating expenses include all of your ongoing expenses in operating a Store, including rent and labor. In the fiscal year ending ~~December 29, 2013~~ December 28, 2014, Domino's Pizza Distribution's revenue from the sale of these items to all franchisees was ~~\$927,904,000~~ \$1,141,100,000—or ~~51.557.2%~~ 51.557.2% of DPL's total revenues of ~~\$1,802,223,000~~ \$1,993,833,000.

There are no approved suppliers in which any of our officers has an ownership interest.

Item 9: Franchisee's Obligations

ITEM 9 TABLE:

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Section 7.4 of the Standard Franchise Agreement, Section 7.4 of the Non-Traditional Store Franchise Agreement, Section 7.4 of the Transitional Store Franchise Agreement, Section 5 of the Development Agreement	Items 7 and 11
(b) Pre-opening purchases/leases	Sections 8.1, 8.2 and 15.9 of the Standard Franchise Agreement, Sections 8.1, 8.2 and 15.9 of the Non-Traditional Store Franchise Agreement and Sections 8.1, 8.2 and 15.9 of the Transitional Store Franchise Agreement	Items 6, 7, 8 and 11
(c) Site development and other pre-opening requirements	Section 8 of the Standard Franchise Agreement, Section 8 of the Non-Traditional Store Franchise Agreement, Section 8 of the Transitional Store Franchise Agreement, Section 4 of the Development Agreement	Items 6, 7 and 11
(d) Initial and ongoing training	Sections 10 and 15.9 of the Standard Franchise Agreement, Sections 10 and 15.9 of the Non-Traditional Store Franchise Agreement, Sections 10 and 15.9 of the Transitional Store Franchise Agreement, and Section 4 of the License Agreement	Items 6, 7 and 11
(e) Opening	Section 8.3 of the Standard Franchise Agreement, Section 8.3 of the Non-Traditional Store Franchise Agreement, Section 8.3 of the Transitional Store Franchise Agreement	Item 11
(f) Fees	Sections 5, 6 and 15.9 of the Standard Franchise Agreement, Sections 5, 6 and 15.9 of the Non-Traditional Store Franchise Agreement, Sections 5, 6 and 15.9 of the Transitional Store Franchise Agreement, Section 8 of the Development Agreement and Section 6 of the License Agreement	Items 5, 6, 7 and 11

Obligation	Section in Agreement	Disclosure Document Item
(g) Compliance with standards and policies/Operations Manual	Section 15 of the Standard Franchise Agreement, Section 15 of the Non-Traditional Store Franchise Agreement, Section 15 of the Transitional Store Franchise Agreement, and Section 7 of the License Agreement	Item 11
(h) Trademarks and proprietary information	Sections 16 and 20.5 of the Standard Franchise Agreement, Sections 16 and 20.5 of the Non-Traditional Store Franchise Agreement, Sections 16 and 20.5 of the Transitional Store Franchise Agreement, Section 10 of Development Agreement and Section 10 of the License Agreement	Items 13 and 14
(i) Restrictions on products/services offered	Sections 12.1, 12.2 and 15.9 of the Standard Franchise Agreement, Sections 12.1, 12.2 and 15.9 of the Non-Traditional Store Franchise Agreement, Sections 12.1, 12.2 and 15.9 of the Transitional Store Franchise Agreement, and Section 1 of the License Agreement	Items 8, 11 and 16
(j) Warranty and customer service requirements	Sections 12.2 and 15.1 of the Standard Franchise Agreement, Sections 12.2 and 15.1 of the Non-Traditional Store Franchise Agreement, Sections 12.2 and 15.1 of the Transitional Store Franchise Agreement, and Section 7 of the License Agreement	Item 8
(k) Territorial development and sales quotas	Sections 2.1 and 4 of the Standard Franchise Agreement, Sections 2.1 and 4 of the Non-Traditional Store Franchise Agreement, Sections 2.1 and 4 of the Transitional Store Franchise Agreement, Sections 2.1 and 4 of the Development Agreement	Item 12
(l) On-going product/service purchases	Sections 12 and 15.9 of the Standard Franchise Agreement, Sections 12 and 15.9 of the Non-Traditional Store Franchise Agreement, Sections 12 and 15.9 of the Transitional Store Franchise Agreement, and Section 5 of the License Agreement	Items 8 and 11
(m) Maintenance, appearance and remodeling requirements	Sections 9 and 15.9 of the Standard Franchise Agreement, Sections 9 and 15.9 of the Non-Traditional Store Franchise Agreement, Sections 9 and 15.9 of the Transitional Store Franchise Agreement, and Section 7 of the License Agreement	Items 8 and 11
(n) Insurance	Section 15.7 of the Standard Franchise Agreement, Section 15.7 of the Non-Traditional Store Franchise Agreement, Section 15.7 of the Transitional Store Franchise Agreement, and Section 13 of the License Agreement	Items 7 and 8

Obligation	Section in Agreement	Disclosure Document Item
(o) Advertising	Section 13 of the Standard Franchise Agreement, Section 13 of the Non-Traditional Store Franchise Agreement, and Section 13 of the Transitional Store Franchise Agreement	Items 6, 7 and 11
(p) Indemnification	Sections 16.3 and 22.3 of the Standard Franchise Agreement, Sections 16.3 and 22.2 of the Non-Traditional Store Franchise Agreement, Sections 16.3 and 22.3 of the Transitional Store Franchise Agreement, and Section 13.D of the License Agreement	Item 6
(q) Owner's participation/ management/ staffing	Section 15.6 of the Standard Franchise Agreement, Section 15.6 of the Non-Traditional Store Franchise Agreement, Section 15.6 of the Transitional Store Franchise Agreement, and Section 7 of Development Agreement	Items 11 and 15
(r) Records/reports/audits	Section 14 of the Standard Franchise Agreement, Section 14 of the Non-Traditional Store Franchise Agreement, Section 14 of the Transitional Store Franchise Agreement, and Section 7 of the License Agreement	Item 11
(s) Inspections	Section 17 of the Standard Franchise Agreement, Section 17 of the Non-Traditional Store Franchise Agreement, and Section 17 of the Transitional Store Franchise Agreement	Item 6
(t) Transfer	Section 21 of the Standard Franchise Agreement, Section 21 of the Non-Traditional Store Franchise Agreement, Section 21 of the Transitional Store Franchise Agreement, Sections 21 and 13 of Development Agreement and Section 9 of the License Agreement	Item 17
(u) Renewal	Section 3 of the Standard Franchise Agreement, Section 3 of the Non-Traditional Store Franchise Agreement, and Section 3 of the Transitional Store Franchise Agreement	Item 17
(v) Post-termination obligations	Section 18.3 of the Standard Franchise Agreement, Section 18.3 of the Non-Traditional Store Franchise Agreement, Section 18.3 of the Transitional Store Franchise Agreement, and Section 12 of the License Agreement	Item 17
(w) Non-competition covenants	Section 20 of the Standard Franchise Agreement, Section 20 of the Non-Traditional Store Franchise Agreement, and Section 20 of the Transitional Store Franchise Agreement	Item 17

Obligation	Section in Agreement	Disclosure Document Item
(x) Dispute resolution	Section 22 of the Standard Franchise Agreement, Section 22 of the Non-Traditional Store Franchise Agreement, and Section 22 of the Transitional Store Franchise Agreement	Item 17

Item 10: Financing

We do not offer direct or indirect financing. We do not guarantee your note lease or obligation.

Franchisees of the Domino's Pizza system are eligible for expedited and streamlined SBA loan processing through the SBA's Franchise Registry Program, www.franchiseregistry.com

Item 11: Franchisor's Assistance, Advertising, Computer Systems, and Training

As noted in Item 1, we have entered into a servicing agreement with DPL for the provision of support and services to franchisees. We remain, however, responsible for all of the support and services required under the various agreements described below.

Development Agreement

Except as listed below, we need not provide any assistance to you under the Development Agreement.

Before you open your business we will:

- (1) Grant you the right to open a limited number of Stores within a development area. (Development Agreement – Section 1 and Section 4);
- (2) Not unreasonably withhold approval of a site that meets our requirements. (Development Agreement – Section 5); and
- (3) Deliver the Franchise Agreement to you. However, our approval of a location depends on whether we determine that:
 - (a) you and your owners have the financial capacity and necessary skills and experience to develop and operate the Store based upon criteria established by us from time to time;
 - (b) the site proposed is within the Development Area and suitable site for a Domino's Pizza Store based upon criteria established by us from time to time;

- (c) you and your owners comply with your Development Agreement and all other Domino's Pizza Franchise Agreements. (Development Agreement - Section 5); and
- (d) you and your owners have furnished all information we may reasonably require in evaluating your application.

Traditional Store Standard Franchise Agreement/Non-Traditional Store Franchise Agreement/Transitional Store Franchise Agreement

Except as listed below, we need not provide any assistance to you under the Standard Franchise Agreement, Non-Traditional Store Franchise Agreement or Transitional Store Franchise Agreement.

Before you open the Store, we will:

- (1) Approve the lease or other document for occupancy of the premises. (Standard Franchise Agreement - Section 7.4; Non-Traditional Store Franchise Agreement - Section 7.4; Transitional Store Franchise Agreement – Section 7.1)
- (2) Provide you with standards for authorized food and beverage preparation, storage and display equipment, motor vehicles, other equipment, fixtures, furniture, signs and decorating required. (Standard Franchise Agreement - Section 8.2; Non-Traditional Store Franchise Agreement - Section 8.2; Transitional Store Franchise Agreement – Section 8.2);
- (3) Offer certain training programs which you must enroll in and complete in operating the Store. (Standard Franchise Agreement - Section 10.1; Non-Traditional Store Franchise Agreement – Section 10.1; Transitional Store Franchise Agreement – Section 10.1); and
- (4) Provide you with reasonable operating assistance and provide general guidance. (Standard Franchise Agreement - Section 11.1; Non-Traditional Store Franchise Agreement - Section 11.1; Transitional Store Franchise Agreement – Section 11.1).

During your operation of the Store, we will:

- (1) Provide you with information on operating the Store. Operating assistance will include:
 - (a) methods of authorized food and beverage preparation, packaging and sale; and
 - (b) administrative, accounting, inventory control and general operating procedures. (Standard Franchise Agreement - Section 11.1;

Non-Traditional Store Franchise Agreement - Section 11.1; Transitional Store Franchise Agreement – Section 11.1);

- (2) Advise you of operating problems from your reports or our inspections. (Standard Franchise Agreement - Section 11.2; Non-Traditional Store Franchise Agreement -Section 11.2; Transitional Store Franchise Agreement – Section 11.2);
- (3) From time to time formulate, develop, produce and conduct advertising and promotional programs in the form and media as we determine to be most effective as described below. (Standard Franchise Agreement – Section 13.1; Non-Traditional Store Franchise Agreement - Section 13.1; Transitional Store Franchise Agreement – Section 13.1);
- (4) Offer you guidance on prices for the products and services that in our judgment constitute good business practice. (Standard Franchise Agreement - Section 15.3; Non-Traditional Store Franchise Agreement - Section 15.3; Transitional Store Franchise Agreement – Section 15.3);
- (5) Offer certain additional training programs which we may require you to attend as more fully described below. (Standard Franchise Agreement - Section 10.3; Non-Traditional Store Franchise Agreement - Section 10.3; Transitional Store Franchise Agreement – Section 10.3);
- (6) Not unreasonably withhold approval to a proposed transfer if all requirements are met. (Standard Franchise Agreement - Section 21.4; Non-Traditional Store Franchise Agreement -Section 21.4; Transitional Store Franchise Agreement – Section 21.4); and
- (7) Loan to you 1 or more manual or electronic copies of an operating manual or operational bulletins or similar materials containing mandatory and suggested specifications, standards and operating procedures and rules and information about your other obligations under the Franchise Agreement and the operation of the Store (the "Operating Manual"). (Standard Franchise Agreement - Section 15.4; Non-Traditional Store Franchise Agreement - Section 15.4; Transitional Store Franchise Agreement – Section 15.4). Exhibit Q contains a copy of the table of contents of the Operating Manual as of- ~~December 28, 2014~~[December 29, 2013](#).

Advertising and Promotion

We have the authority to determine the composition of all geographic territories and market areas for the advertising and promotion programs. All formulation, development and production costs of advertising and promotion (including the proportionate compensation of our employees for advertising functions) are paid from a separate fund administered by the DNAF.

Item 6 describes your Advertising Fund contribution. Your contribution will depend on the Standard Franchise Agreement, Non-Traditional Store Franchise Agreement or Transitional Store Franchise Agreement. The advertising fee for a Domino's Pizza Traditional Store is currently 4% of royalty sales of the Store. You must pay up to 4% of the weekly royalty sales as an advertising contribution if you operate a Domino's Pizza Non-Traditional Store or Domino's Pizza Transitional Store to an advertising fund. A Domino's Non-Traditional Store does not contribute to regional or local cooperatives. It is therefore not affected by any advertising fund roll-up. All Stores owned by DPL contribute to the advertising and promotions programs on at least the same basis as the majority of domestic franchisees in the Domino's Pizza System. Vendors and suppliers may contribute to the Advertising Fund. If you request, we will provide you with an annual statement of monies collected and costs incurred by the Advertising Fund. We or our affiliates may hire advertising source(s) with money from the Advertising Fund to develop, produce and conduct the advertising and promotion programs.

The Advertising Fund is intended to maximize recognition of the Marks and patronage of the Stores. We do not have to ensure that Advertising Fund expenditures are proportionate or equivalent to your contributions for the market area of the Store or that the Store will benefit directly or in proportion from the advertising.

During the fiscal year ended December 28, 2014, the Advertising Fund spent a total of \$243,445,741.55 on production; 10.7% was spent on production; 81.3% was spent on media placement; 3.5% was spent on administrative expenses; and 4.5% was spent on other items (research, talent, public relations and print programs). The Advertising Fund did not spend money to solicit new franchisees. The Advertising Fund may place advertising in any media. The coverage is typically national in nature. Advertising is developed by our in-house marketing department and national advertising agencies and other advertising partners.

We or our affiliates may also spend or advance our own funds for promotional materials and the conduct of advertising programs for the benefit of the Domino's System.

The Domino's Marketing Advisory Council ("DMAC") provides advice on advertising policies. The DMAC whose membership is currently selected by DPL on behalf of the Domino's System, currently has 8 franchisees and 2 corporate representatives as members. Franchisee members are Domino's Pizza Franchisees representing diverse geographic areas that satisfy the criteria listed below: (1) Average Operations Evaluation Report score at the time of selection of 3.0 or greater; (2) active participant in, or president of, at least one local cooperative; and (3) Franchisee for a minimum of five (5) years. We (or DPL on behalf of the Domino's System) may change or dissolve the DMAC at any time.

We may require you to participate in local and regional advertising cooperatives for advertising and promotional programs administered by us or by other franchisees of the System. In addition to the national advertising contribution (Standard Franchise Agreement – Section 13.1; Non-Traditional Store Franchise Agreement – Section 13.1; Transitional Store Franchise Agreement – Section 13.1), you must pay any contributions that we require to these local or regional cooperatives or that may be otherwise approved by these cooperatives. Your contributions to these local or regional cooperatives, as described below, is calculated by

multiplying the percentage outlined in your Franchise Agreement and/or Supplemental Contribution Agreement by the Royalty Sales of your Store (e.g., 8,000 (weekly royalty sales) x 2% = \$160).

The advertising contributions you must make to the local or regional cooperatives under the Traditional Store Standard Franchise Agreement (Section 13.2); Non-Traditional Store Franchise Agreement (Section 13.2); and the Transitional Store Franchise Agreement (Section 13.2) established for Domino's Pizza Stores are as follows: if 65% or more of the Stores in the cooperative agree or are contractually obligated to contribute a specified percentage of the royalty sales, then you must make the same percentage contribution to the cooperative, although we can still require that you contribute no less than 2% of your royalty sales to the cooperative. If the Stores have not agreed upon a percentage of royalty sales to contribute to the cooperative, you must contribute an amount we specify up to and including 2% of the royalty sales of your Store. The maximum amount we can require that you contribute for advertising fund contributions and local and regional advertising expenditures will be 9% of the weekly royalty sales of your Store. Your obligations to contribute to your cooperative under the Franchise Agreement will not affect your obligations to contribute a greater percentage of the royalty sales of the Store under any separate agreement or understanding you have with any local or regional advertising or promotional cooperative.

We or our affiliates may hire advertising source(s) to develop, produce and conduct the advertising and promotion programs for the cooperatives with the cooperative advertising budget or contributions you made. (Standard Franchise Agreement – Section 13.2; Non-Traditional Store Franchise Agreement - Section 13.2; Transitional Store Franchise Agreement – Section 13.2).

The geographic area for these local and regional advertising cooperatives is defined according to the Nielsen designated marketing areas ("DMA"). The county location of the Store will determine the DMA.

Each cooperative is governed by the Co-op By-laws. A copy of the Co-op By-Laws are given to each new franchisee when they sign their franchise agreement. Before signing the Franchise Agreement, organizational documents may be available to you from the local or regional cooperative. DMAC will be informed of any changes to the Co-op By-laws, and the amended Co-op By-Laws are mailed or made available on dominosonline.com to all franchisees. We or our affiliates may from time to time, change, dissolve or merge any cooperatives. Members of a Co-op may administer the Co-op or delegate administration to a board of directors.

An independent certified public accountant annually audits the Advertising Fund and cooperatives funds (i.e., one combined audit for all Funds). The results of the combined audit are sent to the DNAF board members and are available to you upon request.

From time to time in the past, we have applied, collected or retained a portion of the contributions or payments made by franchisees under Section 13.2 of the Franchise Agreement for expenditure by the Advertising Fund with the consent of the regional cooperatives ("Roll-Up"). Beginning in May 2009, we began asking all existing and new domestic franchisees to

amend Section 13 (“Advertising and Promotion”) of their Franchise Agreement (the “2010 Amendment”) to authorize us to apply, collect or retain all or part of up to 2% of the royalty sales they are required to contribute under Section 13.2 of the Franchise Agreement starting in 2010 for expenditure by the Advertising Fund (“Roll-Up”). Under the 2010 Amendment, which was approved by franchisees, the obligations of franchisees to contribute to the Advertising Fund was reduced to 3½% (2½% for a Transitional Store). The terms of the 2010 Amendment were incorporated into Section 13 of the Franchise Agreement in April 2012. In the fourth quarter of 2012 and the first quarter of 2013, we entered into amendments to the 2010 Amendment and the Franchise Agreements containing the terms of the 2010 Amendment where franchisees agreed to pay 4% of royalty sales to the Advertising Fund notwithstanding the existence of a Roll-Up. However, we agreed that, if total cumulative same store sales changes are not positive over 2013 and 2014, a franchisee who signed the 2010 Amendment or the Franchise Agreement incorporating the terms of the 2010 Amendment could ask for a vote of franchisees who signed the 2010 Amendment and Franchise Agreement containing the terms of the 2010 Amendment to reinstate the reduced contribution to the Advertising Fund as set forth in their 2010 Amendment and Franchise Agreement. The procedures for calling for a vote and for reinstatement of the reduced rate are the same as the procedures set forth below for suspension of a Roll-Up. Franchisees who sign Franchise Agreements in 2013 and thereafter are obligated under the terms of the Franchise Agreement to pay 4% of royalty sales to the Advertising Fund notwithstanding a vote of the franchisees who signed the 2010 Amendment or have the terms of the Amendment in Section 13 of their Franchise Agreement. All contributions made by the franchisee that are included in the Roll-Up will be construed as if such allocated funds were paid to the cooperative or for local advertising purposes for purposes of determining the amount of the franchisee’s contribution or payments due under Section 13.2.

If we commence a Roll-Up, we may continue the Roll-Up for a period of up to 5 years. Thereafter, we can continue the Roll-Up for additional periods of up to 5 years each unless the consecutive domestic same store sales percentage change reported by Domino’s Pizza, Inc. measured from the Roll-Up commencement date until the last day of the fourth year of any such 5 year Roll-Up period is less than .1%. If the same store sales change is less than .1%, we can, nevertheless, continue a Roll-Up for additional periods of up to 5 years unless (a) during the 1st quarter of the 5th year of any such Roll-Up period, a vote is requested in writing by any franchisee in good standing (including, but not limited to, any franchisee not then in default) and who is operating under the Amendment or a Franchise Agreement containing the Roll-Up provision, and (b) 65% of Domino’s Pizza stores in good standing and operating under the Amendment or a Franchise Agreement containing the Roll-Up provision vote to suspend such Roll-Up (a “Suspension Vote”). If there is a Suspension Vote, then such Roll-Up will be suspended (the “Suspension”) at the conclusion of the 5th year of such Roll-Up. Such Suspension will remain in effect until 65% of Domino’s Pizza Stores in good standing and operating under the Amendment or a Franchise Agreement containing the Roll-Up provision vote to reinstate our ability to commence a Roll-Up (the “Reinstatement Vote”) after which our ability to effectuate a Roll-Up will be as described above until such time that it is suspended under the procedures described above. For purposes of the Suspension Vote and the Reinstatement Vote, all Domino’s Pizza Stores in good standing and operating under the Amendment or a Franchise Agreement containing the Roll-Up provision at the time of such vote

and all corporate or affiliate owned Domino's Pizza Stores are entitled to vote on the basis of one vote per Store. We commenced a Roll-Up on January 4, 2010, which is currently in effect.

Computer Systems

All stores located in the continental United States are required to install and use the current version of Domino's PULSE. "Current version of Domino's PULSE" means the then current version of Software as designated by DPL, or the immediately preceding version of Software.

Domino's PULSE includes the following functions:

- Pizza order and tracking
- Pizza/driver/order tracking
- Employee time clock and labor scheduling
- Cash control and audit capability
- Automated key indicator reporting with ability to transmit keys and other data to DPF
- Cost management and reporting
- Store marketing and customer database
- Password security and control
- Automated commissary ordering
- Caller ID integration
- Capability to interface with a payroll company or a commercial accounting package
- Capable of polling and reporting in a multi-store environment

You must acquire the Domino's PULSE hardware from a vendor approved by us. The Domino's PULSE hardware includes a Domino's PULSE Server, 3 order taking devices, 1 driver dispatch device, 1 make line device, internet device such as a modem, 1 uninterruptible power supply network hub, router and 3 printer devices. The computer hardware is not proprietary to us or our affiliates. At the present time you must purchase the hardware for Domino's PULSE from ~~Lenovo or IBM~~Pomeroy. Service for problems with the Domino's PULSE hardware under warranty can be obtained from ~~IBM~~ Pomeroy. Service for problems not covered by warranty can be obtained through IBM-Pomeroy or an approved third party service provider, ~~including RTG~~. The address and telephone number for ~~IBM-Pomeroy~~ is 1020 Petersburg Road, Hebron, KY 41048, (859) 586-0600. ~~18000 West Nine Mile Road, Southfield, Michigan 48075, (248) 552-5729. The address and telephone number for Lenovo (United States), Inc. is 1009 Think Place, Morrisville, North Carolina 27560, (866) 458-4465. Lenovo has been providing hardware for the Domino's PULSE computer system since 2006. The address and telephone number for RTG is 1663 Fenton Business Park Court, Fenton MO, 63026, (636) 600-4070. RTG began providing service for problems not covered by warranty March 21, 2005.~~

The current cost estimate per store for the hardware and software required, including payments due DPD, is \$15,000 to \$25,000 (other installation and service fees may apply). The

current estimated cost per store for required maintenance and support contracts, third party software license fees, and upgrades or updates should not exceed \$4,000.00 annually. This estimated cost covers the annual enhancement fee, system support services, third party license fees and software upgrades and maintenance, including help desk and support. Help Desk services must be acquired from DPL. We reserve the right to offer help desk and support services and to charge a fee to those who use these services.

DPD is the only approved source for the Domino's PULSE software and you must acquire a license from DPD to use that software (Exhibit M). In connection with the Domino's PULSE License Agreement you will also be required to sign a Participation Agreement with Microsoft (Attachment D to Exhibit M) which is a sublicense of certain Microsoft software that is part of Domino's PULSE. You will also be required to subscribe and pay for help desk and support services from us or an approved vendor.

As noted in Item 8, you have an obligation to make additions, substitutions, replacements and modifications to the Brand Technology. You will not, however, be required to make aggregate expenditures for any additions, substitutions, replacements or modifications to the Brand Technology in excess of one and one half percent (1 ½ %) of the royalty sales of the Store from the date of its opening to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology, not to exceed the ten (10) year period prior to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology or, except in connection with a renewal of the franchise to make any additions, substitutions, replacements or modifications to the Brand Technology during the last twelve (12) months of the initial term of the franchise. This limitation shall not apply to our right to require that you acquire and install the Domino's PULSE store computer system or other components of the Brand Technology upon execution of the franchise agreement nor shall the provisions of any prior franchise agreement governing the operation of the Store restrict our right to require that you acquire and install the Domino's PULSE store computer system or other components of the Brand Technology under the terms of the franchise agreement.

We and our affiliates will have access to the computer data and equipment containing the information, records and reports required by the Standard Franchise Agreement. (Standard Franchise Agreement – Sections 9, 14 and 15; Non-Traditional Store Franchise Agreement - Sections 9, 14 and 15; and Transitional Store Franchise Agreement - Sections 9, 14 and 15).

As noted in Item 7, we may develop or contract with third parties to develop Additional Order Systems. These may become mandatory at any time during the term of this Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software; to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with third parties. To the extent these products and services are owned by us or provided to you by us, we may charge up front and/or ongoing fees. However, to the extent all the direct and indirect costs to develop, test and implement an Additional Ordering System are paid from other sources, then such up-front and ongoing fees charged by us would be intended only to cover our ongoing expenses, including direct costs and

reasonable allocations. Regardless of the sources of funds to develop any Additional Ordering System we shall be the sole owner of all direct and related rights and assets, including software and hardware, intellectual property and all data generated by the Additional Ordering Systems, but excluding hardware or equipment you purchase directly for the purpose of gaining access to the Additional Ordering System. You must also comply with all standards, operations and procedures related to e-mail capabilities of the Store and other electronic communication methods (including high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources) and devices to facilitate communication with us or our offices, including the exchange of information between the Store and us.

~~Domino's Pizza stores operating in Alaska and Hawaii may but are not required at this time to acquire Domino's PULSE. These stores must have data and communications systems we prescribe. We will have access to this data.~~

Site Selection

You have the primary responsibility for locating a site. We will approve the location before issuing the franchise agreement for the Store.

We may make ~~a the "Domino's Hawkeye" store siting model~~ model available to franchisees to use in considering where to locate a Domino's Pizza store. This is a model for site location which has been developed in conjunction with a third party vendor. The model is only a business tool based in part on statistics. As a result, any results obtained from using the model should be considered as an approximation and not as an exact outcome.

Under the Development Agreement, our approval of a location and the delivery of a Franchise Agreement is conditioned upon our determination that: (i) you have the financial capacity to develop and operate the Store; (ii) the proposed site is within the development area and is suitable based upon our criteria; and (iii) you and your owners comply with the Development Agreement and all Franchise Agreements signed under the Development Agreement.

We estimate that there will be an interval of 1 to 6 months between submitting an application and the opening of the Store, but this interval will depend on the location and condition of the site. You must open the Store for business within 6 months after signing the Franchise Agreement unless we agree otherwise.

Training

Prior to applying for and obtaining our approval for the rights to franchise and operate a Domino's Pizza store, you or your owners must complete all training required to operate the Store. The type and duration of the training will depend on whether you have at least twelve (12) consecutive months of current management or supervisory experience within the Domino's Pizza system and completed Domino's Pizza High Performance University Crew and General Manager in Training ("GMIT") Programs. All training programs will be held at times and places

we designate. We may charge a reasonable training fee of up to \$1,000 for these training programs. You must complete all training to our satisfaction. You must pay for travel, living expenses and any other costs incurred during the training.

If you have at least twelve (12) consecutive months of recent successful management or supervisory experience within the Domino's Pizza system and completed Domino's Pizza High Performance University Crew and GMT Programs, you will be required to complete the franchise pre-qualification process. If qualified, you will be required to complete all of the required tracks of the Franchise Management School ("FMS"), which consists of three 3-day training events (12 days total) spread out over an 8-month period, to obtain Qualified Franchisee Candidate status. A complete list of these training programs and the dates and times they are offered is provided by Domino's Operations Training and Support Department. The materials for these required training programs generally consist of workbooks, manuals, and facilitator led PowerPoint presentations.

If you do not have at least twelve (12) consecutive months of recent satisfactory management or supervisory experience within the Domino's Pizza System, you must complete the franchise pre-qualification process, complete the entire FMS course (described above), and an individualized, accelerated store training program, beginning with Domino's Pizza Prep School, a four-day, intensive in-store training program. The materials for these required training programs generally consist of workbooks, manuals, and facilitator led PowerPoint presentations. The duration of the individualized, accelerated training program may last approximately ninety (90) days and will be scheduled by us in a Domino's Pizza store. We will try to schedule the on-the-job training at the training store located nearest to your residence. The training will be taught by experienced store operators. If you have paid an Initial Franchise Fee, based on the fact that you have less than the required management or supervisory experience in the Domino's Pizza system, the cost of the training program will be covered by your Initial Franchise Fee. Travel expenses and labor costs will be your responsibility. We may, at our discretion, waive or modify some of our training requirements based on your operational experience, business acumen and performance completing the in-store training.

We also may require that you or your owners complete supplemental or additional training programs which we periodically may offer. You must pay for the reasonable costs of these programs, not to exceed \$500, and for the travel and living expenses and any other costs incurred during these programs. You must complete this supplemental or additional training within 1 year of the time in which it is originally offered to you by us.

We will make available the following programs which you will need to successfully complete to qualify to become a franchisee:

Item 11 TABLE

TRAINING PROGRAM

(1) Subject	(2) Hours of Online/Classroom Training	(3) Hours of On-the-Job Training*	(4) Location
High Performance University Crew Training	8-10 hours online	Approximately 8 hours per day for 4 weeks	Ann Arbor, Michigan or in-store location
High Performance University GMIT Level 1 Training	2-3 hours online 8 hours classroom	Approximately 8 hours per day for 4-12 weeks	Ann Arbor, Michigan or in-store location or designated classroom locations
High Performance University GMIT Level 2 Training	16 hours	Approximately 8 hours per day for 13-24 weeks	Ann Arbor, Michigan or in-store location or designated classroom locations
High Performance University GMIT Level 3 Training	32 hours classroom	Approximately 8 hours per day for 25-36 weeks	Ann Arbor, Michigan or in-store location or designated classroom locations
Franchise Management School (FMS)	12 total days over 3 training events	-0-	Ann Arbor, Michigan
Domino's Pizza Prep School (4 days total) (Required if you do not have 12 months of recent management or supervisory experience within the Domino's Pizza system.)	Approximately 6 hours per day for 2 days	Approximately 7 hours per day for 4 days	Ann Arbor, Michigan
Individualized, accelerated training (Required if you do not have 12 months of recent management or supervisory experience within the Domino's Pizza system.)	0	Approximately 8 hours per day for approximately 90 days	Store located nearest to your residence.

* *Estimated hours of on-the-job training for High Performance University GMIT Levels 1-3 Training Program is based on the Team Member dividing his/her time between training and working.*

Currently, we grant single store franchises only to applicants who have recently been a successful manager or supervisor of a Store for at least 12 months. The applicant also must have completed certain classes we require as set forth in the chart above. You must complete all training programs and classes to our satisfaction. Some training may be provided by the store

manager or franchisee for whom you worked prior to the time you applied for a franchise. We may from time to time accelerate or modify the basic eligibility and training requirements at our discretion based on your operational experience and business acumen. If you do not have recent management or supervisory experience in the Domino's Pizza System, you will be required to complete an individualized training program designed by us to accelerate your development in the Domino's System. We require that the Controlling Person own 51% or more of the pizza venture. If the Controlling Person does not have recent management or supervisory experience in the Domino's Pizza system he or she is required to have significant multi-unit food or small business experience. There are also minimum net worth and liquidity requirements depending on the number of Stores to be developed or purchased. The Controlling Person of a Domino's Pizza franchise may not have financial or operational involvement in another business outside of Domino's Pizza, without our prior written approval which may be withheld in our sole judgment. There are additional factors that will be considered while reviewing a franchise application.

If you do not have sufficient prior experience with Domino's PULSE we may require you to successfully complete training in the use of Domino's PULSE. The training consists of two (2) days of on-site training. It is taught by third party instructors (Franchise Installation Specialists) in the store at the time of the installation of the Domino's PULSE system. The cost of the training should not exceed \$1,200 plus travel expenses.

Franchisees are responsible for training all of their managers and team members.

Once all of the required training has been completed to our satisfaction, the franchise candidate will have 3 years to franchise otherwise they could be required to attend some or all of the programs as deemed necessary.

License Agreement

Except as listed below, we need not provide any assistance to you under the License Agreement.

Before you start to sell products under the License Agreement at the Facility we will:

- (1) Grant you the right to sell certain Domino's Pizza products at the Facility. (License Agreement - Section 1);
- (2) Advise you of our food preparation procedures and train your employees in these procedures. (License Agreement – Section 4); and
- (3) Provide you with standards for authorized food and beverage preparation, storage and display equipment, other equipment, fixtures, furniture, signs and decorating needs. (License Agreement – Section 7).

During the term of the License Agreement we will:

- (1) Provide assistance and support to assist you in your operations relating to the sale of products under the License Agreement. (License Agreement – Section 3.B).

Item 12: Territory

Development Agreement

We have a program for the development of Domino's Pizza Stores in markets in which we have determined, based on studies, to be appropriate for the development of additional Domino's Pizza Stores. We may sign the Development Agreement with franchisees who are given the opportunity to further develop these markets.

You will not receive an exclusive territory under the Development Agreement. You may face competition from other franchisees, from outlets that we own or from other channels of distribution or competitive brands we control. You will receive a development area in which to develop the Stores. Neither we nor our affiliates will operate or grant a franchise for a Store other than to you within this development area during the term of the Development Agreement (unless earlier terminated). The development area, which is outlined on a map, and a corresponding written description is attached to the Development Agreement when it is signed. Enclosed malls, institutions (such as hospitals), airports, parks (including theme parks), sports arenas, convention centers and other facilities or venues where events are scheduled are excluded from the area granted. You will have the first option to service such facility if you meet the legal and/or venue requirements, subject to our approval. The number of Stores you must open each year under the Development Agreement will be inserted when the Development Agreement is signed and will be based, in part, upon the market potential of the development area but must be for a minimum of 2 Stores. Each Store location must be approved by us.

We may terminate the Development Agreement, including your territorial rights, upon notice to you if (a) you do not meet the Development Requirements described in Section 4 of the Development Agreement; (b) you or your owners do not comply with any other provision of the Development Agreement; (c) any Domino's Pizza Area Agreement, Development Agreement or Franchise Agreement with any entity that you or your Controlling Person directly or indirectly, owns in whole or in part, is terminated by us in accordance with its terms; (d) you and your owners fail to maintain the financial capacity and necessary skills and experience to meet the Development Requirements and timely develop and operate the Stores required to be opened and operated under this Agreement based upon criteria established by us from time to time; or (e) the Controlling Person of the Developer under the Development Agreement is not at any time the Controlling Person of all approved entities operating Stores in the Development Area.

The termination of your Development Agreement will not alter your territorial protection for the Stores you develop as a franchisee. The Development Agreement does not prohibit us or our affiliates from establishing other franchises or company-owned outlets selling similar products or services under a different trade name or trademark within your development area or from distributing products or services offered at Domino's Pizza Stores through other channels of distribution. Only the mutual written agreement of the parties may alter your development area.

Traditional Store Standard Franchise Agreement

You may operate the Store only at a location approved by us. You will not receive an exclusive territory under our Traditional Store Franchise Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You will be assigned an area of primary responsibility. The boundaries of the area of primary responsibility will be inserted in the Standard Franchise Agreement when it is signed. The area of primary responsibility will generally be a 1 mile radius around the Store, a 1 mile radius from a street intersection or a written description equivalent to a 1 mile radius, except that in densely populated areas, it generally will be a ½ mile radius. During the term of the Standard Franchise Agreement, neither we nor our affiliates will operate or grant a franchise for a Store whose area of primary responsibility overlaps your area of primary responsibility.

When the Standard Franchise Agreement is signed, we will define the parameters of the delivery and service area in accordance with our policy. You may periodically be assigned boundaries in which the Domino's Pizza Traditional Store may not offer delivery service. We have the right, in our sole discretion, to adjust the size of your delivery and service area to account for changes in market conditions, population changes or other considerations. During approved hours of operation, you must offer delivery to customers within your delivery and service area according to the rules we periodically establish. You are not required to offer delivery in areas which might present a danger to you or any of your employees. However, you will remain solely responsible for investigating and reviewing periodically, but not less than annually, any decisions by you to limit your delivery area for safety reasons, subject to the procedures and standards we may prescribe from time to time, and for obtaining and maintaining information that supports your decisions to limit delivery service. You understand and agree that you may not change the boundaries of your delivery and service area without our prior written consent. When making deliveries, you and your employees must comply with all laws, regulations and rules of the road and due care and caution.

Enclosed malls, institutions (such as hospitals), airports, parks (including theme parks), sports arenas, convention centers and other facilities or venues where events are scheduled are excluded from your area of primary responsibility and your delivery and service area, unless otherwise specified by us in writing. You will have the first option to service such facility if you meet the legal and/or venue requirements, subject to our approval.

In the event the Store is destroyed or rendered unusable, we may grant permission for the Store to be repaired, restored or reconstructed at the existing location. Any repair, restoration, reconstruction or relocation will be at your sole expense. The Store, whether we grant permission for you to repair, restore, reconstruct or relocate, must be open and operating no later than 6 months after its closure. In addition, within 10 days of vacating the Store premises, you must make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos and the like) as we require to fully eliminate its identification and appearance as a Domino's Pizza Store.

We may require that you relocate the Store upon renewal of the Franchise.

The Standard Franchise Agreement does not prohibit us or our affiliates from establishing other franchises or company-owned outlets selling similar products or services under a different trade name or trademark within your area of primary responsibility or from distributing products or services offered at Domino's Pizza Traditional Stores through other channels of distribution.

Continuation of your area of primary responsibility does not depend on your achieving a certain sales volume or market penetration. Only the mutual written agreement of the parties may alter your area of primary responsibility.

We have a program for the development of Domino's Pizza Stores in markets which are not currently serviced by Domino's Pizza Stores but which we have determined, based on studies, to be appropriate for the development of Domino's Pizza Stores. We may sign the Standard Franchise Agreement with franchisees who are given the opportunity to develop these markets.

Non-Traditional Store Franchise Agreement

You may operate the Store only at a location approved by us. You will not receive an exclusive territory under our Non-Traditional Store Franchise Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. If you are opening a Domino's Pizza Non-Traditional Store, your area of primary responsibility will be the premises of the store.

In the event the Store is destroyed or rendered unusable, we may grant permission for the Store to be repaired, restored or reconstructed at the existing location. Any repair, restoration, reconstruction or relocation will be at your sole expense. The Store, whether we grant permission for you to repair, restore, reconstruct or relocate, must be open and operating no later than 6 months after its closure. In addition, within 10 days of vacating the Store premises, you must make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos and the like) as we require to fully eliminate its identification and appearance as a Domino's Pizza Store.

We may require that you relocate the Store upon renewal of the Franchise

The Non-Traditional Store Franchise Agreement does not prohibit us or our affiliates from establishing other franchises or company-owned outlets selling similar products or services under a different trade name or trademark within the area of primary responsibility, if any, or from distributing products or services offered at Domino's Pizza Stores through other channels of distribution.

Continuation of the area of primary responsibility, if any, does not depend on your achieving a certain sales volume or market penetration. Only the mutual written agreement of the parties may alter the area of primary responsibility.

We have a program for the development of Domino's Pizza Stores in markets which are not currently serviced by Domino's Pizza Stores but which we have determined, based on studies, to be appropriate for the development of Domino's Pizza Stores. We may sign the Non-Traditional Store Franchise Agreement with franchisees who are given the opportunity to develop these markets.

Transitional Store Franchise Agreement

You may operate the Store only from a location approved by us. You will not receive an exclusive territory under the Transitional Store Franchise Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. If you are opening a Domino's Pizza Transitional Store, you may be assigned an area of primary responsibility and we will determine whether you will offer delivery services and, if so, we will define the parameters of the delivery area. The boundaries of the area of primary responsibility will be inserted in the Transitional Store Franchise Agreement when it is signed. The area of primary responsibility will generally be a 1 mile radius around the Store, a 1 mile radius from a street intersection or a written description equivalent to a 1 mile radius, except that in densely populated areas, it generally will be a ½ mile radius although the area may vary depending upon the particular market. If you are opening a Domino's Transitional Store, you will ordinarily offer carry-out service only as of the date of the opening of the Store (although some Transitional Stores may open offering partial delivery service during certain hours of operation) and as market conditions materialize, the delivery service will be expanded to the point where full delivery service is offered. At that time, the franchisee may be required to convert the Transitional Store to a Domino's Pizza Traditional Store at the same location or such other location as we approve. The failure to sign a Domino's Pizza Traditional Store Franchise Agreement is grounds for termination of the Transitional Store Franchise Agreement. We may require that you relocate the Store at the time full delivery service is offered. Neither we nor our affiliates operate or grant a franchise for the operation of a Store whose area of primary responsibility overlaps your area of primary responsibility.

When the Transitional Franchise Agreement is signed, we will define the parameters of the delivery and service area in accordance with our policy. You may periodically be assigned boundaries in which the Domino's Pizza Transitional Store may not offer delivery service. We have the right, in our sole discretion, to adjust the size of your delivery and service area to account for changes in market conditions, population changes, inadequate customer service or other considerations. During approved hours of operation, you must offer delivery to customers within your delivery and service area according to the rules we periodically establish. You are not required to offer delivery in areas which might present a danger to you or any of your employees. However, you will remain solely responsible for investigating and reviewing periodically, but not less than annually, any decisions by you to limit your delivery area for safety reasons, subject to procedures and standards we may prescribe from time to time, and for obtaining and maintaining information that supports your decisions to limit delivery service. You understand and agree that you may not change the boundaries of your delivery and service area without our prior written consent. When making deliveries, you and your employees must comply with all laws, regulations and rules of the road and due care and caution.

Enclosed malls, institutions (such as schools, hospitals and other institutional locations), airports, parks (including theme parks), sports arenas, convention centers and other facilities or venues where events are scheduled are excluded from your area of primary responsibility and your delivery and service area, unless otherwise specified by us in writing. You will have the first option to service such facility if you meet the legal and/or venue requirements, subject to our approval.

In the event the Store is destroyed or rendered unusable, we may grant permission for the Store to be repaired, restored or reconstructed at the existing location. Any repair, restoration, reconstruction or relocation will be at your sole expense. The Store, whether we grant permission for you to repair, restore, reconstruct or relocate, must be open and operating no later than 6 months after its closure. In addition, within 10 days of vacating the Store premises, you must make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos and the like) as we require to fully eliminate its identification and appearance as a Domino's Pizza Store.

We may require that you relocate the Store upon renewal of the Franchise

The Transitional Store Franchise Agreement does not prohibit us or our affiliates from establishing other franchises or company-owned outlets selling similar products or services under a different trade name or trademark within the area of primary responsibility, if any, or from distributing products or services offered at Domino's Pizza Stores through other channels of distribution.

Continuation of the area of primary responsibility, if any, does not depend on your achieving a certain sales volume or market penetration. Only the mutual written agreement of the parties may alter the area of primary responsibility.

We have a program for the development of Domino's Pizza Stores in markets which are not currently serviced by Domino's Pizza Stores but which we have determined, based on studies, to be appropriate for the development of Domino's Pizza Stores. We will sign the Transitional Store Franchise Agreement with franchisees who are given the opportunity to develop these markets.

License Agreement

You will not receive an exclusive territory under our License Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We will not sell or grant others the right to sell pizza products within the Facility during the term of the License Agreement.

Except as described above, there are no restrictions in the Development Agreement, Traditional Store Franchise Agreement, Non-Traditional Store Franchise Agreement, Transitional Store Franchise Agreement or License Agreement which would prohibit us or our affiliates from soliciting or accepting orders from consumers to make sales inside a franchisee's territory including through other channels of distribution, such as the Internet, catalog sales,

telemarketing, or other direct sales using our principal trademark or under trademarks different from the one a franchisee will use under these Agreements. There is no provision in any of these Agreements providing for compensation to a franchisee from us or our affiliates for soliciting or accepting orders from inside a franchisee's territory. Franchisees are prohibited from soliciting or offering delivery services to customers outside their delivery service areas, including through alternative channels of distribution such as the Internet, catalog sales, telemarketing, or other direct market. However, they may solicit or accept orders for carry-out services from customers wherever located provided that any solicitation of orders must be completely factual and must conform to the highest standards of ethical advertising and be consistent with the then current image and policies relating to advertising and promotional of the Store. Except as described above, franchisees do not have any options, rights of first refusal or similar rights to acquire additional franchises under the Development Agreement, Traditional Store Franchise Agreement, Non-Traditional Store Franchise Agreement, Transition Store Franchise Agreement or License Agreement.

Item 13: Trademarks

Under the Development Agreement you do not receive any rights to use the Marks. You receive these rights under the Franchise Agreement and License Agreement.

Under the Standard Franchise Agreement, Non-Traditional Store Franchise Agreement Transitional Store Franchise Agreement and License Agreement, we grant you the non-exclusive right to use the Marks to operate the Store. The Marks are owned by DP IP Holder, a wholly owned subsidiary of DPML. We are authorized to use and sublicense the use of these Marks under a license agreement with DP IP Holder. (described below). The primary trademarks and service marks are the "Domino's & Design", "Domino's Pizza", "Domino Design Symbol", "Combination Domino Design" and "Domino's Pizza Logo" and names and associated designs (the "Marks"). DP IP Holder has registration and ownership of these marks on the Principal Register of the United States Patent and Trademark Office ("USPTO") as follows: "Domino's Pizza", Registration Numbers 1,166,751; 1,519,402; and 1,249,196, Registration Dates (August 25, 1981); (January 3, 1989); and (August 23, 1983); "Domino Design Symbol", Registration Numbers 1,529,014; 1,192,280; and 1,296,677, Registration Dates (March 7, 1989); (March 16, 1982); and (September 18, 1984); and "Domino's Game Piece Logo", Registration Number 4,389,262 (August 20, 2013); and "Domino's", Registration Number 2,736,837 (July 15, 2003), "Domino's and Design", Registration Number 4,692,802 (February 24, 2015), "Domino's Pizza & Design", Registration Number 4,692,803 (February 24, 2015), "Domino's & Design", Registration Number 4,692,804 (February 24, 2015). These are the primary trademarks and service marks but other related trademarks and service marks which have been registered are described in the Operating Manuals. All required affidavits and renewal applications have been filed. DP IP Holder has filed trademark applications for the following: "Domino's and Design", application number 85,703,107 (August 14, 2012); "Domino's Pizza & Design", application number 85,703,147 (August 14, 2012); "Domino's Pizza & Design", 85,703,181(August 14, 2012); "Domino's & Design", 85,703,231 (August 14, 2012).

Your right to use the Marks is non-exclusive, and we and our affiliates have the right, among others: (a) to use the Marks to sell products and services; (b) to grant others licenses for

the Marks; (c) to develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises in those systems without providing any rights to you; and (d) to regulate the use of the Marks in any form of electronic media including web sites or web pages or as a domain name or electronic media identifier.

Your usage of the Marks and any goodwill you establish is to our and our affiliates exclusive benefit and you retain no right in the Marks when the Franchise Agreement terminates or expires. You must follow our rules when you use the Marks. You may not use the Marks as a part of any corporate or trade name or with any name or symbol you use to operate your Store, nor may you use any trade name, trademark, service mark, emblem or logo other than the Marks we periodically designate.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the Marks. There are no other agreements currently in effect which significantly limit our right to use or license the use of the Marks that are material to the franchise. We do not actually know of either superior prior rights or infringing uses that could materially affect a franchisee's use of the principal marks in any state.

As part of the Securitization Transaction, the Marks were assigned to DP IP Holder. On the same date, a license agreement between DP IP Holder and DPF was entered into giving DPF the right and license to use and sublicense the use of the Marks. The term of the license agreement is 99 years. DP IP Holder has certain enforcement rights in the event we default under the license agreement, including the right to terminate the license agreement if we fail to cure a default within the time period specified in the license agreement. However, these enforcement rights will not affect your right to operate your Domino's Pizza Store under the Marks or use the Marks under the terms of the Franchise Agreement.

You must immediately notify us of any use by others of names or marks which are the same or confusingly similar to any Marks. We will indemnify you against and reimburse you for all damages you are held liable for in any proceeding from your authorized use of any Mark and for all costs reasonably incurred defending any claim against you or in any proceeding you are named as a party, if you have timely notified us, you have given us sole control of the defense and settlement of any claim, and you have otherwise complied with the Franchise Agreement.

We may require you to modify or discontinue use of any Mark or use one or more additional or substitute Marks in the event a dispute arises over our right to the use of any Mark. If we do, our sole obligation will be to reimburse you for your tangible costs of complying with these requirements.

Item 14: Patents, Copyrights and Proprietary Information

On June 11, 2007, DPL filed design patent application #11/760,980 for "Method and System for Centralized Order Status Tracking in a Decentralized Ordering System". This technology allows customers to track the status of their pizza order online. In addition, we and/or

our affiliates claim copyright protection in the Operating Manuals, Training Manuals, videotapes and related materials, certain proprietary software, middleware and advertising and promotional materials although these items may or may not be registered with the United States Registrar of Copyrights. The materials are considered proprietary and confidential. You may only use these materials according to our rules, regulations and guidelines. We have obtained a license to use the patent and various materials under the license agreement described above.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements in effect which significantly limit our right to use or license the copyrighted materials. There are no infringing uses actually known to us which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights.

The dough, sauce and cheese used in Domino's Pizza Stores are proprietary and we may restrict the sources of supply of these products. Information, knowledge, or know-how, including drawings, materials, equipment, marketing, recipes, and other data, that we designate as confidential will be deemed confidential for purposes of the Franchise Agreement. We will disclose to you certain confidential or proprietary information and trade secrets. You must not make an unauthorized use of our confidential or proprietary information or trade secrets and must take steps to prevent its disclosure to others.

Item 15: Obligation to Participate in the Actual Operation of the Franchise Business

If you are a franchisee developing stores under a Development Agreement, you must devote your full time (excepting reasonable vacation periods) to the management and/or supervision of Stores in your development area and make a total commitment to the Domino's Pizza system. If you are an approved entity, the Controlling Person must devote his/her full time (excepting reasonable vacation periods) to the management and/or supervision of Stores within the development area. During the term of the Development Agreement, the Controlling Person may not have financial or operational involvement in another business outside of the Domino's Pizza System, without our written approval which may be withheld in our sole judgment.

The Store must always be under the on-premises supervision of you or the Controlling Person. You or the Controlling Person must devote his/her full time as manager of the Store or to the management of other Stores (or other related activities we approved). You must commit yourself fully to the Store(s) and no other businesses. During the term of the Franchise Agreement, the Controlling Person may not have financial or operational involvement in another business outside of the Domino's Pizza System, without our written approval which may be withheld in our sole judgment. If you own more than one Store, each Store must also be under the on-premises supervision of a properly trained manager whose identity has been disclosed to us, and who has signed our agreement not to divulge any trade secret or confidential or proprietary information, or to engage in or have any interest in any other carry-out or delivery pizza store business.

If you are a corporation, partnership or limited liability company, the Controlling Person must personally guarantee the obligations under the Standard Franchise Agreement, Non-Traditional Store Franchise Agreement, Transitional Store Franchise Agreement or Development Agreement, agree to be personally bound by, and personally liable for every breach of, the Standard Franchise Agreement, Non-Traditional Store Franchise Agreement, Transitional Franchise Agreement or Development Agreement, agree to be bound by the confidentiality, non-disclosure and non-competition provisions of the Standard Franchise Agreement, Non-Traditional Store Franchise Agreement and Transitional Store Franchise Agreement and agree to certain restrictions on his/her ownership interests. Every other shareholder, member or partner must personally guarantee the obligations under the Standard Franchise Agreement, Non-Traditional Store Franchise Agreement, Transitional Store Franchise Agreement or Development Agreement based upon his/her ownership interest in the franchise and must agree to be bound by each provision of the Standard Franchise Agreement, Non-Traditional Store Franchise Agreement, Transitional Store Franchise Agreement or Development Agreement including the confidentiality, non-disclosure and non-competition provisions.

Item 16: Restrictions on What the Franchisee May Sell

You must offer for sale all products we require and make all menu items available for carry-out and delivery from the Store. You may not offer for sale any products that we have not approved (See Items 8 and 9). We can periodically change the types of authorized products.

We may periodically adjust the boundaries in which your Store offers delivery service to reflect changing market conditions, population changes and other relevant considerations. If we revise these boundaries, you must adjust the size of your delivery service area. During the approved hours of operation, you must offer delivery from your Store to customers within your delivery service area, following the rules we periodically establish. We may permit you to offer delivery services from your Non-Traditional Store. Except as noted in this paragraph, you may serve any customer provided you do so from the Store under our standards. (See Item 12)

Under the Transitional Store Franchise Agreement, you must offer all products we require. The menu for Domino's Pizza Transitional Stores will be customized to fit the location and the type of service offered. Domino's Pizza Transitional Stores generally offer carry-out service only as of the date of the opening of the Store (although some Transitional Stores may open offering partial delivery service during certain hours of operation) and as market conditions materialize, the delivery service will be expanded to the point where full delivery service is offered. You may not offer for sale any products that we have not approved. We can periodically change the types of authorized products.

Under the License Agreement, you must offer all products we require. You may only offer products for carry-out only. You may not offer for sale any products that we have not approved. We can periodically change the types of authorized products. You may not offer or sell products outside of the Facility.

Item 17: Renewal, Termination, Transfer and Dispute Resolution

ITEM 17 TABLE:

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Franchise or Other Agreement	Summary
a. Term of the franchise	Section 2.2	10 years for the Standard Franchise Agreement and the Non-Traditional Store Franchise Agreement; 5 years for the Transitional Store Franchise Agreement
b. Renewal or extension of the term	Section 3.1	10 year renewal if you meet certain requirements for the Standard Franchise Agreement and the Non-Traditional Store Franchise Agreement and 1 additional 5 year term, provided at the end of the initial term and renewal term for the Transitional Store Franchise Agreement and you meet certain requirements. You are required to sign our then current form of franchise agreement which may contain other terms materially different from the terms of your original franchise agreement.

Provision	Section in Franchise or Other Agreement	Summary
c. Requirements for you to renew	Sections 3.1 and 3.2	Written notice, not in material default, substantial compliance as defined in the Franchise Agreement; sign then-current form of Franchise Agreement, execute then-current form of general release (see Exhibit N for our current form of release); maintain possession of Store or secure approved substitute premises; complete refurbishing or, if we determine, relocate premises and develop the new premises in accordance with then-current standards for the Standard Franchise Agreement and the Non-Traditional Store Franchise Agreement. You may also be asked to submit an Application for Franchise (Renewal) upon renewal of your franchise (See Exhibit R for our current form). All of the above apply to the Transitional Store Franchise Agreement in addition to: compliance with required hours of operation; offering delivery service if required; product compliance; and concept appropriate for geographic area. <u>You may be asked to sign a contract with materially different terms and conditions than your original contract.</u>
d. Termination by you	Section 18.1	If DPF has materially breached Franchise Agreement and does not cure after 30 day written notice.
e. Termination by us without cause	None	
f. Termination by us with cause	Section 18.2	We can terminate only if you commit and fail to cure one of several violations.

Provision	Section in Franchise or Other Agreement	Summary
g. "Cause" defined-defaults which cannot be cured	Section 18.2 .1	Material misrepresentation or omission in application; do not open Store within 6 months; bankruptcy; assignment for benefit of creditors; abandonment; violation of child labor laws; loss of possession of Store; felony conviction/ conduct which in our sole judgment involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude; intentional or negligent under-reporting; intentional unauthorized assignment; violation of restrictive covenants; improper disposal of interest of deceased or permanently disabled person; repeated violations; failure to pay overdue amounts within 10 days if audit reveals understatement of royalties or advertising contributions, asset seizure, public health or safety threat, failing to re-open or relocate store within six (6) months after its closure, violations of anti-terrorism provisions for the Standard Franchise Agreement and the Non-Traditional Store Franchise Agreement. All of the above apply to the Transitional Store Franchise Agreement in addition to failure to offer the scope of delivery service which we specify and failure to offer full delivery service and to sign our traditional Store Franchise Agreement after opportunity to enter into a Standard Franchise Agreement.

Provision	Section in Franchise or Other Agreement	Summary
h. "Cause" defined-defaults which can be cured	Sections 18.2.2 and 18.2.3	48-hours for failure to obtain or maintain required insurance; 7 days for failure to comply with our rules for any Mark, safety and security, quality of pizza or other authorized food products; 10 days for failure to pay amounts owed; 30 days for all other defaults. We can also require you to cease operations for health and sanitation reasons; you will have 7 days to cure these deficiencies for the Standard Franchise Agreement and the Non-Traditional Store Franchise Agreement. All of the above apply to the Transitional Store Franchise Agreement in addition to 7 days for failure to conduct delivery service tests.
i. Your obligations on termination/ non-renewal	Section 18.3	Return Operating Manual; stop using and deliver to us Customer Lists; stop using confidential information and Marks; assign phone numbers; pay outstanding amounts; de-identify; make Store accessible for our operation.
j. Assignment of contract by us	Section 21.1	No restriction on our right to assign.
k. "Transfer" by you – definition	Section 21.2	Transfer of interest in the Franchise Agreement, Store, assets or you.
l. Our approval of transfer by you	Sections 21.2 and 21.4	We must approve and transferee must satisfy our standards for new franchisees.

Provision	Section in Franchise or Other Agreement	Summary
m. Conditions for our approval of transfer	Sections 15.9, 21.2 and 21.4	Full compliance, transferee qualifies, transferee is not operating any other pizza store business except other Stores, transferee signs current form of Franchise Agreement, completes training and pays transfer fee. We also require a Rider to Purchase Agreement be signed at the time a Purchase Agreement for the Store or Stores is signed (see Exhibit P attached). At the time of the transfer, by mutual agreement of the parties, we will enter into a mutual termination agreement and customary form of release. Any release will be subject to any prohibitions or limitations imposed by applicable state law.
n. Our right of first refusal to acquire your business	Section 21.8	We can match offer.
o. Our option to purchase your business upon termination or non-renewal	Section 19	Purchase for an amount based on percentage of royalty sales during 12 months before termination or expiration. If Store open less than 12 months, the amount will be the documented cost of Store. We may also purchase real property at appraised value.
p. Your death or disability	Section 21.5	Your personal representative must submit to us a proposal meeting the requirements of transfer within 120 days of your death or permanent disability.
q. Non-competition covenants during the term of the franchise	Section 20.1	No involvement in any carry-out or delivery pizza store business anywhere.
r. Non-competition covenants after the franchise is terminated or has expired	Section 20.2	No interest in a competing business for 1 year at the premises of the Store or within 10 miles of the Store. No solicitation of our or another franchisees employees for 1 year.

Provision	Section in Franchise or Other Agreement	Summary
s. Modification of the agreement	Section 22.5	No modifications generally but Operating Manual subject to change.
t. Integration/merger clause	Section 22.4 and 22.5	Only Franchise Agreement is binding provided, nothing in our Franchise Agreement or any other agreement is intended to disclaim representations made to you in our franchise disclosure document. This section is also subject to state law.
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	None	
w. Choice of law	Section 22.6	Laws of state where Store is located apply.

Provision	Section in Development Agreement	Summary
a. Term of rights	Section 2	Specified in the Development Agreement.
b. Renewal or extension of the term	None in the Development Agreement	
c. Requirements for you to renew or extend	None in the Development Agreement	Written notice and updated development requirements fulfilled, full compliance and demographics and customer data not sufficiently changed.
d. Termination by you	None	
e. Termination by us without cause	None	
f. Termination by us with cause	Section 9.2 of the Development Agreement	We can terminate only if you commit one of several violations.

Provision	Section in Development Agreement	Summary
g. "Cause" defined-defaults which cannot be cured	Section 9.2 of the Development Agreement	Failure to meet development requirements; failure to otherwise comply with Development Agreement; any Domino's Pizza Franchise Agreement, Area Agreement, Development Agreement with any entity that you or your Controlling Person directly or indirectly, owns in whole or in part is terminated by us in accordance with its terms; you or your owners fail to maintain the financial capacity and necessary skills and experience to meet the Development Requirements and timely develop and operate the Stores required to be opened and operated under the Development Agreement based upon criteria established by us from time to time; or the Controlling Person of the Developer under the Development Agreement is not the Controlling Person of all franchises operating Stores in the Development Area.
h. "Cause" defined-defaults which can be cured	None	
i. Your obligations on termination/expiration	None	
j. Assignment of contract by us	Section 12 of the Development Agreement	No restriction on our right to assign.
k. "Transfer" by you – definition	None	
l. Our approval of transfer by you	Section 13 of the Development Agreement	You or your owners may not assign.
m. Conditions for our approval of transfer	Section 13 of the Development Agreement	See above.

Provision	Section in Development Agreement	Summary
n. Our right of first refusal to acquire your business	None	
o. Our option to purchase your business	None	
p. Your death or disability	None	
q. Non-competition covenants during the term	Section 11 of the Development Agreement	No other business activity during the term of the Development Agreement without our consent.
r. Non-competition covenants after the franchise is terminated	None	
s. Modification of the agreement	None	
t. Integration/merger clause	Section 14 of the Development Agreement	Development Agreement is binding, provided nothing in the Development Agreement or any other agreement is intended to disclaim representation made to you in our franchise disclosure document. This section is also subject to state law.
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	None	
w. Choice of law	Section 16 of the Development Agreement	Laws of state where the Development Area is predominantly located apply.

Provision	Section in License Agreement	Summary
a. Term of license	Section 2	Varies
b. Renewal or extension of the term	None	

c.	Requirements for you to renew or extend	None	
d.	Termination by you	Section 11.A	If Domino's has materially breached License Agreement and does not cure after 30 day written notice.
e.	Termination by us without cause	None	
f.	Termination by us with cause	Section 11	We can terminate only if you commit and fail to cure one of several violations.
g.	"Cause" defined-defaults which cannot be cured	Section 11	Material misrepresentation in obtaining this License; does not commence operations within 30 days from the date set out in Section 1B; bankruptcy; assignment for benefit of creditors; abandonment or fails to continuously and actively sell all authorized products; intentional or negligent under-reporting; felony conviction; fails to pay applicable licensee fee and interest due within ten (10) days after receipt of a final audit report; repeated violations; violations of anti-terrorism provisions
h.	"Cause" defined-defaults which can be cured	Section 11.B	48 hours for failure to obtain or maintain insurance; 7 days for failure to conduct its operations in compliance with Federal, state and local ordinances, regulations and directives from governmental authorities and 24 hours if it concerns a health issue; 7 days for failure to comply with our rules for any Mark, quality of pizza or other authorized food products or cleanliness or sanitation of the facility; 10 days for failure to pay amounts due; 30 days for all other defaults.
i.	Your obligations on termination/non-renewal	Section 12	Return confidential materials; pay outstanding amounts due; de-identify the facility as being associated with Domino's Pizza; stop using confidential information and Marks; assign phone numbers.
j.	Assignment of contract by us	Section 9	No restriction on our right to assign.

k.	"Transfer" by you –definition	Section 9	Unless transfer is to any wholly-owned subsidiary, transfer of interest in License Agreement requires our approval.
l.	Our approval of transfer by you	Section 9	We must approve transfer.
m.	Conditions for our approval of transfer	None	
n.	Our right of first refusal to acquire your business	None	
o.	Our option to purchase your business	None	
p.	Your death or disability	None	
q.	Non-competition covenants during the term	None	
r.	Non-competition covenants after the franchise is terminated or has expired	Section 2.B	If Licensee seeks to enter into a similar arrangement with any company for the sale of pizza, or related products at the Facilities within one hundred eighty (180) days after the end of the Term, Licensee shall deliver notice of this intention to Domino's and Domino's shall, for a period fifteen (15) days from the date of receipt of the notice, have the right, exercisable by delivery of written notice to Licensee, to enter into such arrangement with Licensee on the same terms and conditions as negotiated by Licensee, subject to acceptance by Facilities management.
s.	Modification of the agreement	None	
t.	Integration/merger clause	None	
u.	Dispute resolution by arbitration or mediation	None	
v.	Choice of forum	None	

w. Choice of law	Section 14.A	The law of the state where the Facility is located.

Item 18: Public Figures

We do not use any public figure to promote our 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 provided 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 performance at a particular location or under particular circumstances.

Set forth below is information concerning the average weekly unit sales and other financial data of Domino's Pizza Traditional Stores, Domino's Pizza Non-Traditional Stores and Domino's Pizza Transitional Stores for the years noted.

AVERAGE WEEKLY UNIT SALES AND OTHER FINANCIAL DATA OF STORES

AWUS

The AWUS of franchised and company-owned Stores for the past 5 calendar years is set forth below. These Stores include Domino's Pizza Traditional Stores, Domino's Pizza Non-Traditional Stores and Domino's Pizza Transitional Stores. AWUS means the average weekly unit sales (i.e., average weekly royalty sales). AWUS is calculated by dividing the total royalty sales reported by all Stores operating during the year by the number of weeks reported.

AWUS

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Company-Owned	\$13,140	\$14,642	\$15,520	\$16,056	\$16,690
Franchised	\$11,666	\$12,866	\$13,341	\$13,793	\$14,562
Combined	\$11,809	\$13,030	\$13,526	\$13,972	\$14,730

STORE COUNTS
(YEAR-END)

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Company-Owned	466	454	394	388	390
Franchised	4,461	4,475	4,513	4,450	4596
Combined	4,927	4,929	4,907	4,928	4986

NUMBER OF STORES IN OPERATION
AT YEAR-END WHICH ACHIEVED OR EXCEEDED AWUS
FOR THE YEAR

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Company-Owned	187	184	171	153	156
Franchised	1,859	1,863	1,855	1,830	1862
Combined	2,046	2,038	2,036	2,000	2025

The AWUS for Domino's Pizza Traditional Stores, Domino's Pizza Non-Traditional Stores and Domino's Pizza Transitional Stores for 2013 was \$14,730. For the year 2013, the AWUS for Traditional Domino's Pizza Stores was \$14,820, Non-Traditional Domino's Pizza Stores \$4,160 and \$8,601 for Transitional Domino's Pizza Stores. The average number of households in the delivery areas of these Domino's Pizza Stores with delivery service areas was 16,295, and the average dollar per household was approximately \$0.90.

OTHER FINANCIAL DATA

Set forth below are calculations of EBITDA as a percentage of royalty sales and other financial indicators based upon AWUS of \$9,000, \$12,000, \$15,000 and \$18,000. These pro forma statements have been derived from profit and loss statements submitted by franchised stores in operation as of the end of calendar year 2013. Stores which did not submit profit and loss statements or whose profit and loss statements were considered incomplete or not properly prepared were excluded from these calculations.

Average Weekly Unit Sales	\$9,000-\$10,000	\$12,000-\$13,000	\$15,000-\$16,000	\$18,000-\$19,000
Total Variable Costs	78.50%	76.72%	76.51%	76.76%
Total Cash Fixed Costs	19.28%	16.72%	14.67%	13.78%
EBITDA	4.81%	9.10%	11.40%	12.07%

1158 Stores were included in these calculations. 297 stores were included in the \$9,000 - \$10,000 range, and 153, or 52% of these stores achieved or exceeded the 4.81% EBITDA. 421 stores were included in the \$12,000 to \$13,000 range, and 205, or 49% of these stores achieved or exceeded the 9.10% EBITDA. 282 stores were included in the \$15,000 to \$16,000 range, and 136, or 48% of these stores achieved or exceeded the 11.40% EBITDA. 158 stores were included in the \$18,000 to \$19,000 range, and 79, or 50% of these stores achieved or exceeded the 12.07% EBITDA.

Explanatory Notes:

Average Weekly Unit Sales "AWUS": Total royalty sales reported divided by the number of weeks reported.

Total Variable Costs: Includes operating expenses that tend to vary with a change in sales. These expenses include food costs, variable labor cost (excluding manager salary), bonus, payroll taxes, worker's compensation insurance, mileage reimbursement and related delivery expenses, advertising expenses, royalty expense and operating supplies.

Total Cash Fixed Costs: Includes operating expenses that tend to not vary with a change in sales. These expenses include telephone and utilities, rent, repairs and maintenance, professional fees, small equipment and computer expenses, other taxes (real and personal property taxes and business taxes), insurance (excluding worker's compensation), manager salary, and miscellaneous operating expenses.

EBITDA: Earnings before interest, taxes, depreciation and amortization. EBITDA is calculated as follows: Royalty Sales minus Total Variable Costs minus Total Cash Fixed Costs plus Supply Chain Profit Sharing and Volume Discount rebates.

Individual stores may experience expense variations from the figures specified in each of the categories. Additionally, accounting, operational and management methods employed by a store, different geographic areas of the country, number of households in the delivery service area and menu price variations, among other factors, may significantly affect profitability in any given operation.

These sales, profits or earnings are averages of specific franchises and should not be considered as the actual or potential sales, profits or earnings that will be

realized by any franchise. Domino's does not represent that any franchisee can expect to attain these sales, profits or earnings. A new franchisee's financial results are likely to differ from the results stated.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

We or our affiliates also may furnish data concerning specific proposed store locations or Delivery Service Areas ("DSA") that are prepared using ~~a siting model program~~ Domino's Hawkeye Store Siting Model, which is a computer software-based process by which we simulate the probable sales activity of a hypothetical Domino's Pizza store at an identified location or within a specified DSA (the "Siting Model~~Hawkeye Model~~"). The Siting Model~~Hawkeye Model~~ utilizes demographic and store financial information from Domino's Pizza stores, as well as a variety of national databases, to estimate the sales performance and cash flow from a Domino's store within a DSA or at a site identified by Domino's or by you. If data generated by the Siting Model~~Hawkeye Model~~ is furnished to you, you will be provided with a Supplemental Financial Performance Representation explaining the Siting Model~~Hawkeye Model~~ in greater detail and the way in which the information differs from the information contained in this disclosure concerning average weekly unit sales and other financial data of Domino's Pizza stores. Except for the information set forth above and data to substantiate and support the information set forth above, we do not furnish or authorize our salespersons or sales agents to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a Domino's Pizza Traditional Store, Domino's Non-Traditional Store or Domino's Pizza Transitional Stores. Actual results may vary from store to store, and we cannot estimate the results of any particular franchise.

Item 20: Outlets and Franchisee Information

DPL franchised Domino's Pizza stores prior to the Securitization Transaction which occurred in April 2007. These franchise agreements and related agreements were transferred to DPMI. DPL owns all of the stores shown as company-owned stores.

ITEM 20 TABLE NO. 1
Systemwide Traditional Outlet Summary
For years ~~2011~~, 2012, 2013, 2014

(1) Outlet Type	(2) Year	(3) Outlets at the Start of the Year	(4) Outlets at the End of the Year	(5) Net Change
Traditional Franchised	~~2011~~	~~4470~~	~~4507~~	~~+37~~
	2012	4507	4543	+36
	2013	4543	~~4676~~ 4607	~~+64~~ +133
	<u>2014</u>	<u>4607</u>	<u>4721</u>	<u>+114</u>
Traditional Company-Owned	~~2011~~	~~454~~	~~394~~	~~-60~~
	2012	394	388	-6

	2013	388	390	+2
	<u>2014</u>	<u>390</u>	<u>377</u>	<u>-14</u>
~~Total Outlets~~	~~2011~~	~~4924~~	~~4901~~	~~-23~~
Total Outlets	2012	4901	4931	+30
	2013	4931	~~5066~~ <u>4997</u>	~~+135~~ <u>+66</u>
	<u>2014</u>	<u>4997</u>	<u>5098</u>	<u>+101</u>

ITEM 20 TABLE NO. 1
Systemwide Non-Traditional Outlet Summary
For years ~~2011~~, 2012, 2013, 2014

(1) Outlet Type	(2) Year	(3) Outlets at the Start of the Year	(4) Outlets at the End of the Year	(5) Net Change
	~~2011~~	~~41~~	~~37~~	~~-4~~
Non-Traditional Franchised	2012	37	36	-1
	2013	36	32	-4
	<u>2014</u>	<u>32</u>	<u>29</u>	<u>-3</u>
	~~2011~~	~~0~~	~~0~~	~~0~~
Non-Traditional Company-Owned	2012	0	0	0
	2013	0	0	0
	<u>2014</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2011~~	~~41~~	~~37~~	~~-4~~
Total Outlets	2012	37	36	-1
	2013	36	32	-4
	<u>2014</u>	<u>32</u>	<u>29</u>	<u>-3</u>
	~~2011~~	~~41~~	~~37~~	~~-4~~

ITEM 20 TABLE NO. 1
Systemwide Transitional Outlet Summary
For years ~~2011~~, 2012, 2013, 2014

(1) Outlet Type	(2) Year	(3) Outlets at the Start of the Year	(4) Outlets at the End of the Year	(5) Net Change
	~~2011~~	~~30~~	~~28~~	~~-2~~
Transitional Franchised	2012	28	27	-1
	2013	27	16	-11
	<u>2014</u>	<u>16</u>	<u>8</u>	<u>-8</u>
	~~2011~~	~~0~~	~~0~~	~~0~~
Transitional Company-Owned	2012	0	0	0
	2013	0	0	0

	<u>2014</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2011~~	~~30~~	~~28~~	~~-2~~
Total Outlets	2012	28	27	-1
	2013	27	16	-11
	<u>2014</u>	<u>16</u>	<u>8</u>	<u>-8</u>

ITEM 20 TABLE NO. 1

Systemwide Area Agreement and Development Agreement Summary
For years ~~2011~~, 2012, 2013, 2014

(1) Outlet Type	(2) Year	(3) Outlets at the Start of the Year	(4) Outlets at the End of the Year	(5) Net Change
	~~2011~~	~~2~~	~~2~~	~~0~~
Area Agreements	2012	2	2	0
	2013	2	2	0
	<u>2014</u>	<u>2</u>	<u>2</u>	<u>0</u>
	~~2011~~	~~4~~	~~6~~	~~+2~~
Development Agreements	2012	6	~~18~~ <u>17</u>	~~+12~~ <u>11</u>
	2013	~~18~~ <u>17</u>	~~56~~ <u>21</u>	~~+38~~ <u>4</u>
	<u>2014</u>	<u>56</u>	<u>72</u>	<u>+16</u>
	~~2011~~	~~6~~	~~7~~	~~+1~~
Total Agreements	2012	8	~~20~~ <u>19</u>	~~+12~~ <u>11</u>
	2013	~~20~~ <u>19</u>	~~58~~ <u>23</u>	~~+38~~ <u>4</u>
	<u>2014</u>	<u>58</u>	<u>74</u>	<u>+16</u>

ITEM 20 TABLE NO. 2

Transfers of Traditional Outlets from Franchisees to New Owners (other than the Franchisor)
For years ~~2011~~, 2012, 2013, 2014

(1) State	(2) Year	(3) Number of Transfers
	~~2011~~	~~1~~
AL	2012	11
	2013	0
	<u>2014</u>	<u>9</u>
	~~2011~~	~~0~~

(1)	(2)	(3)
State	Year	Number of Transfers
AK	2012	0
	2013	3
	~~2014~~	<u>0</u>
	~~2011~~	<u>1</u>
AZ	2012	11
	2013	23
	~~2014~~	<u>10</u>
	~~2011~~	<u>2</u>
AR	2012	3
	2013	2
	~~2014~~	<u>4</u>
	~~2011~~	<u>49</u>
CA	2012	50
	2013	34
	~~2014~~	<u>13</u>
	~~2011~~	<u>2</u>
CO	2012	33
	2013	2
	~~2014~~	<u>5</u>
	~~2011~~	<u>1</u>
CT	2012	0
	2013	1
	~~2014~~	<u>2</u>
	~~2011~~	<u>0</u>
DE	2012	0
	2013	1
	~~2014~~	<u>10</u>
	~~2011~~	<u>0</u>
DC	2012	0
	2013	0
	~~2014~~	<u>0</u>
	~~2011~~	<u>45</u>
FL	2012	33
	2013	19
	~~2014~~	<u>17</u>
	~~2011~~	<u>5</u>
GA	2012	4
	2013	6
	~~2014~~	<u>13</u>
	~~2011~~	<u>0</u>
HI	2012	0
	2013	2

(1)	(2)	(3)
State	Year	Number of Transfers
	~~2014~~	<u>3</u>
	~~2011~~	<u>4</u>
ID	2012	0
	2013	1
	~~2014~~	<u>2</u>
	~~2011~~	<u>2</u>
IL	2012	5
	2013	13
	~~2014~~	<u>21</u>
	~~2011~~	<u>18</u>
IN	2012	1
	2013	2
	~~2014~~	<u>2</u>
	~~2011~~	<u>3</u>
IA	2012	1
	2013	1
	~~2014~~	<u>1</u>
	~~2011~~	<u>0</u>
KS	2012	0
	2013	0
	~~2014~~	<u>21</u>
	~~2011~~	<u>0</u>
KY	2012	0
	2013	0
	~~2014~~	<u>2</u>
	~~2011~~	<u>3</u>
LA	2012	0
	2013	0
	~~2014~~	<u>2</u>
	~~2011~~	<u>0</u>
ME	2012	0
	2013	4
	~~2014~~	<u>0</u>
	~~2011~~	<u>3</u>
MD	2012	1
	2013	1
	~~2014~~	<u>8</u>
	~~2011~~	<u>8</u>
MA	2012	9
	2013	4
	~~2014~~	<u>13</u>
	~~2011~~	<u>4</u>

(1)	(2)	(3)
State	Year	Number of Transfers
MI	2012	0
	2013	0
	<u>2014</u>	<u>4</u>
	~~2011~~	~~4~~
MN	2012	3
	2013	7
	<u>2014</u>	<u>2</u>
	~~2011~~	~~4~~
MS	2012	0
	2013	0
	<u>2014</u>	<u>1</u>
	~~2011~~	~~3~~
MO	2012	4
	2013	11
	<u>2014</u>	<u>5</u>
	~~2011~~	~~0~~
MT	2012	0
	2013	2
	<u>2014</u>	<u>4</u>
	~~2011~~	~~0~~
NE	2012	0
	2013	0
	<u>2014</u>	<u>3</u>
	~~2011~~	~~6~~
NV	2012	2
	2013	0
	<u>2014</u>	<u>0</u>
	~~2011~~	~~0~~
NH	2012	0
	2013	2
	<u>2014</u>	<u>0</u>
	~~2011~~	~~7~~
NJ	2012	11
	2013	12
	<u>2014</u>	<u>12</u>
	~~2011~~	~~0~~
NM	2012	1
	2013	4
	<u>2014</u>	<u>11</u>
	~~2011~~	~~8~~
NY	2012	9
	2013	9

(1)	(2)	(3)
State	Year	Number of Transfers
	~~2014~~	<u>7</u>
	~~2011~~	~~12~~
NC	2012	2
	2013	16
	~~2014~~	<u>13</u>
	~~2011~~	~~7~~
ND	2012	0
	2013	0
	~~2014~~	<u>1</u>
	~~2011~~	~~9~~
OH	2012	9
	2013	17
	~~2014~~	<u>2</u>
	~~2011~~	~~6~~
OK	2012	3
	2013	2
	~~2014~~	<u>10</u>
	~~2011~~	~~8~~
OR	2012	8
	2013	2
	~~2014~~	<u>13</u>
	~~2011~~	~~7~~
PA	2012	6
	2013	6
	~~2014~~	<u>21</u>
	~~2011~~	~~0~~
RI	2012	0
	2013	0
	~~2014~~	<u>0</u>
	~~2011~~	~~7~~
SC	2012	4
	2013	8
	~~2014~~	<u>15</u>
	~~2011~~	~~7~~
SD	2012	0
	2013	0
	~~2014~~	<u>0</u>
	~~2011~~	~~4~~
TN	2012	2
	2013	23
	~~2014~~	<u>20</u>
	~~2011~~	~~7~~

(1)	(2)	(3)
State	Year	Number of Transfers
TX	2012	21
	2013	56
	~~2014~~	~~15~~
	~~2011~~	~~4~~
UT	2012	0
	2013	6
	~~2014~~	~~2~~
	~~2011~~	~~0~~
VT	2012	0
	2013	0
	~~2014~~	~~0~~
	~~2011~~	~~3~~
VA	2012	22
	2013	2
	~~2014~~	~~3~~
	~~2011~~	~~13~~
WA	2012	6
	2013	4
	~~2014~~	~~23~~
	~~2011~~	~~4~~
WV	2012	0
	2013	0
	~~2014~~	~~0~~
	~~2011~~	~~4~~
WI	2012	4
	2013	1
	~~2014~~	~~3~~
	~~2011~~	~~4~~
WY	2012	0
	2013	4
	~~2014~~	~~0~~
	~~2011~~	~~271~~
Totals	2012	279
	2013	313
	~~2014~~	~~348~~

ITEM 20 TABLE NO. 2

Transfers of Non-Traditional Outlets from Franchisees to New Owners (other than the Franchisor)

For years ~~2011~~, 2012, 2013, 2014

(1) State	(2) Year	(3) Number of Transfers
	2011	0
AZ	2012	0
	2013	0
	2011	0
CO	2012	0
	2013	0
	2011	0
FL	2012	0
	2013	0
	2011	0
HI	2012	0
	2013	0
	2011	0
MA	2012	0
	2013	0
	2011	0
MI	2012	0
	2013	0
	2011	0
NC	2012	0
	2013	1
	2014	0
	2011	0
	2012	0
NM	2013	2
	2014	0
	2011	0
SC	2012	0
	2013	0
	2011	0
TN	2012	0
	2013	0

	~~2011~~	~~0~~
TX	2012	0
	2013	1
	<u>2014</u>	<u>0</u>
	~~2011~~	~~0~~
VA	2012	1
	2013	0
	<u>2014</u>	<u>0</u>
	~~2011~~	~~0~~
Totals	2012	1
	2013	4
	<u>2014</u>	<u>0</u>

ITEM 20 TABLE NO. 2

Transfers of Transitional Outlets from Franchisees to New Owners (other than the Franchisor)

For years ~~2011~~, 2012, 2013, 2014

(1) State	(2) Year	(3) Number of Transfers
	~~2011~~	~~1~~
FL	2012	0
	2013	0
	<u>2014</u>	<u>1</u>
	~~2011~~	~~1~~
MS	2012	0
	2013	0
	~~2011~~	~~0~~
OH	2012	0
	2013	0
	~~2011~~	~~0~~
TX	2012	0
	2013	0
	~~2011~~	~~1~~
VA	2012	0
	2013	0
	~~2011~~	~~3~~

Totals	2012	0
	2013	0
	<u>2014</u>	<u>1</u>

ITEM 20 TABLE NO. 2

Transfers of Area Agreements from Franchisees to New Owners (other than the Franchisor)

For years ~~2011~~, 2012, 2013, 2014

(1) State	(2) Year	(3) Number of Transfers
	~~2011~~	~~0~~
Totals	2012	0
	2013	0
	<u>2014</u>	<u>0</u>

ITEM 20 TABLE NO. 2

Transfers of Development Agreements from Franchisees to New Owners (other than the Franchisor)

For years ~~2011~~, 2012, 2013, 2014

(1) State	(2) Year	(3) Number of Transfers
	~~2011~~	~~0~~
Totals	2012	0
	2013	0
	<u>2014</u>	<u>0</u>

ITEM 20 TABLE NO. 3

Status of Traditional Franchised Outlets
For years ~~2011~~, 2012, 2013, 2014

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	~~2011~~	~~100~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~101~~
AL	2012	101	0	2	0	0	1	98
	2013	98	2	2	0	0	0	98
	<u>2014</u>	<u>98</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>97</u>
	~~2011~~	~~6~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~6~~
AK	2012	6	1	1	0	0	0	6
	2013	6	0	0	0	0	0	6
	<u>2014</u>	<u>6</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
	~~2011~~	~~46~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~	~~45~~
AZ	2012	45	1	0	0	0	0	46
	2013	46	0	0	0	0	0	46
	<u>2014</u>	<u>46</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>46</u>
	~~2011~~	~~39~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~39~~
AR	2012	39	0	0	0	0	0	39
	2013	39	2	2	0	0	0	39
	<u>2014</u>	<u>39</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>43</u>
	~~2011~~	~~452~~	~~4~~	~~3~~	~~0~~	~~0~~	~~2~~	~~451~~
CA	2012	451	16	7	1	0	2	457
	2013	457	12	3	0	0	2	464
	<u>2014</u>	<u>464</u>	<u>22</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>484</u>
	~~2011~~	~~106~~	~~1~~	~~3~~	~~0~~	~~0~~	~~0~~	~~104~~
CO	2012	104	0	0	0	0	0	104
	2013	104	2	2	0	0	0	104
	<u>2014</u>	<u>104</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>105</u>
	~~2011~~	~~39~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~39~~
CT	2012	39	1	1	0	0	0	39
	2013	39	3	0	0	0	0	42
	<u>2014</u>	<u>42</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>43</u>
	~~2011~~	~~23~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~22~~
DE	2012	22	0	0	0	0	0	22
	2013	22	0	1	0	0	0	21
	<u>2014</u>	<u>21</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>21</u>
	~~2011~~	~~12~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~12~~
DC	2012	12	0	0	0	0	0	12
	2013	12	0	0	0	0	1	11
	<u>2014</u>	<u>11</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>10</u>
	~~2011~~	~~282~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~281~~
FL	2012	281	7	6	0	0	0	282
	2013	282	5	0	0	0	0	287

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
		~~2014~~	~~287~~	~~5~~	~~0~~	~~0~~	~~0~~	~~292~~
		~~2011~~	~~154~~	~~33~~	~~0~~	~~0~~	~~6~~	~~181~~
GA		2012	181	7	1	0	0	187
		2013	187	1	1	0	3	184
		~~2014~~	~~184~~	~~2~~	~~0~~	~~0~~	~~0~~	~~186~~
		~~2011~~	~~9~~	~~2~~	~~0~~	~~0~~	~~1~~	~~40~~
HI		2012	10	3	1	0	0	12
		2013	12	2	0	0	0	14
		~~2014~~	~~14~~	~~2~~	~~0~~	~~0~~	~~0~~	~~16~~
		~~2011~~	~~27~~	~~0~~	~~0~~	~~0~~	~~0~~	~~27~~
ID		2012	27	0	0	0	0	27
		2013	27	0	0	0	0	27
		~~2014~~	~~27~~	~~2~~	~~0~~	~~0~~	~~0~~	~~29~~
IL		~~2011~~	~~151~~	~~0~~	~~2~~	~~1~~	~~0~~	~~148~~
		2012	148	1	2	0	0	147
		2013	147	11	1	0	1	156
		~~2014~~	~~156~~	~~6~~	~~1~~	~~0~~	~~1~~	~~160~~
		~~2011~~	~~94~~	~~5~~	~~9~~	~~0~~	~~7~~	~~83~~
IN		2012	83	1	4	0	0	80
		2013	80	0	0	0	0	80
		~~2014~~	~~80~~	~~1~~	~~0~~	~~0~~	~~0~~	~~81~~
		~~2011~~	~~32~~	~~0~~	~~0~~	~~0~~	~~0~~	~~32~~
IA		2012	32	0	0	0	0	32
		2013	32	0	0	0	0	32
		~~2014~~	~~32~~	~~1~~	~~1~~	~~0~~	~~0~~	~~32~~
		~~2011~~	~~20~~	~~2~~	~~0~~	~~0~~	~~0~~	~~22~~
KS		2012	22	5	0	0	0	27
		2013	27	2	0	0	0	29
		~~2014~~	~~29~~	~~2~~	~~1~~	~~0~~	~~0~~	~~30~~
KY		~~2011~~	~~81~~	~~2~~	~~1~~	~~1~~	~~0~~	~~81~~
		2012	81	0	0	0	0	81
		2013	81	0	0	0	0	81
		~~2014~~	~~81~~	~~0~~	~~0~~	~~0~~	~~0~~	~~81~~
LA		~~2011~~	~~96~~	~~0~~	~~0~~	~~0~~	~~0~~	~~96~~
		2012	96	0	0	0	0	96
		2013	96	0	0	0	0	96
		~~2014~~	~~96~~	~~2~~	~~0~~	~~0~~	~~0~~	~~98~~
ME		~~2011~~	~~16~~	~~1~~	~~0~~	~~0~~	~~0~~	~~17~~
		2012	17	0	0	0	0	17
		2013	17	0	0	0	0	17
		~~2014~~	~~17~~	~~0~~	~~0~~	~~0~~	~~1~~	~~16~~
		~~2011~~	~~71~~	~~0~~	~~1~~	~~0~~	~~0~~	~~70~~

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) Outlets at End of the Year
MD	2012	70	0	0	0	0	1	69
	2013	69	1	0	0	0	0	70
	2014	<u>70</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>71</u>
	~~2011~~	~~112~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~112~~
MA	2012	112	1	0	0	0	0	113
	2013	113	2	0	0	0	0	115
	2014	<u>115</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>116</u>
	~~2011~~	~~76~~	~~5~~	~~2~~	~~1~~	~~0~~	~~0~~	~~78~~
MI	2012	78	8	2	0	0	3	81
	2013	81	8	0	0	0	0	89
	2014	<u>89</u>	<u>4</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>91</u>
	~~2011~~	~~91~~	~~27~~	~~0~~	~~0~~	~~0~~	~~0~~	~~118~~
MN	2012	118	0	0	0	0	0	118
	2013	118	1	0	0	0	0	119
	2014	<u>119</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>119</u>
	~~2011~~	~~62~~	~~0~~	~~0~~	~~1~~	~~0~~	~~0~~	~~61~~
MS	2012	61	1	0	0	0	0	62
	2013	62	1	0	0	0	0	63
	2014	<u>63</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>63</u>
	~~2011~~	~~126~~	~~0~~	~~2~~	~~0~~	~~0~~	~~2~~	~~122~~
MO	2012	122	2	1	0	0	0	123
	2013	123	1	0	0	0	0	124
	2014	<u>124</u>	<u>2</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>124</u>
	~~2011~~	~~12~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~12~~
MT	2012	12	0	0	0	0	0	12
	2013	12	0	0	0	0	0	12
	2014	<u>12</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>13</u>
	~~2011~~	~~13~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~16~~
NE	2012	16	0	0	0	0	0	16
	2013	16	0	0	0	0	0	16
	2014	<u>16</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>18</u>
	~~2011~~	~~15~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~15~~
NV	2012	15	4	5	0	0	0	14
	2013	14	0	0	0	0	0	14
	2014	<u>14</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>14</u>
	~~2011~~	~~19~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~18~~
NH	2012	18	0	0	0	0	0	18
	2013	18	0	0	0	0	0	18
	2014	<u>18</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>18</u>
	~~2011~~	~~130~~	~~4~~	~~1~~	~~0~~	~~0~~	~~2~~	~~131~~
NJ	2012	131	2	0	0	0	0	133
	2013	133	0	0	0	0	0	133

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	~~2014~~	<u>133</u>	<u>11</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>143</u>
	~~2011~~	<u>43</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>43</u>
NM	2012	43	1	0	0	0	0	44
	2013	44	2	0	0	0	0	46
	~~2014~~	<u>46</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>49</u>
	~~2011~~	<u>130</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>129</u>
NY	2012	129	0	0	0	0	0	129
	2013	129	0	0	0	0	2	127
	~~2014~~	<u>127</u>	<u>4</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>130</u>
	~~2011~~	<u>228</u>	<u>1</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>221</u>
NC	2012	221	1	1	1	0	1	219
	2013	219	0	0	0	0	0	219
	~~2014~~	<u>219</u>	<u>1</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>217</u>
	~~2011~~	<u>13</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>13</u>
ND	2012	13	0	0	0	0	0	13
	2013	13	0	0	0	0	0	13
	~~2014~~	<u>13</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>13</u>
	~~2011~~	<u>204</u>	<u>2</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>204</u>
OH	2012	204	1	2	0	0	0	203
	2013	203	7	4	0	0	2	204
	~~2014~~	<u>204</u>	<u>8</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>210</u>
	~~2011~~	<u>46</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>47</u>
OK	2012	47	0	0	0	0	0	47
	2013	47	0	0	0	0	0	47
	~~2014~~	<u>47</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>48</u>
	~~2011~~	<u>53</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>53</u>
OR	2012	53	0	0	0	0	0	53
	2013	53	1	0	0	0	0	54
	~~2014~~	<u>54</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>54</u>
	~~2011~~	<u>159</u>	<u>7</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>163</u>
PA	2012	163	8	1	0	0	1	169
	2013	169	7	2	0	0	0	174
	~~2014~~	<u>174</u>	<u>7</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>180</u>
	~~2011~~	<u>24</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>24</u>
RI	2012	24	0	0	0	0	0	24
	2013	24	0	0	0	0	0	24
	~~2014~~	<u>24</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>24</u>
	~~2011~~	<u>89</u>	<u>3</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>89</u>
SC	2012	89	0	0	0	0	0	89
	2013	89	1	1	0	0	0	89
	~~2014~~	<u>89</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>89</u>

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
		~~2011~~	~~14~~	~~0~~	~~0~~	~~0~~	~~0~~	~~14~~
SD		2012	14	0	0	0	0	14
		2013	14	1	0	0	0	15
		~~2014~~	~~15~~	~~1~~	~~0~~	~~0~~	~~0~~	~~16~~
		~~2011~~	~~130~~	~~1~~	~~2~~	~~0~~	~~1~~	~~128~~
TN		2012	128	2	1	0	1	128
		2013	128	4	1	0	0	131
		~~2014~~	~~131~~	~~4~~	~~0~~	~~0~~	~~0~~	~~135~~
		~~2011~~	~~-379~~	~~4~~	~~0~~	~~0~~	~~0~~	~~-383~~
TX		2012	383	8	1	0	1	389
		2013	389	12	2	0	0	399
		~~2014~~	~~399~~	~~25~~	~~0~~	~~0~~	~~0~~	~~424~~
		~~2011~~	~~-19~~	~~3~~	~~3~~	~~0~~	~~0~~	~~-19~~
UT		2012	19	0	0	0	0	19
		2013	19	0	0	0	0	19
		~~2014~~	~~19~~	~~0~~	~~0~~	~~1~~	~~0~~	~~18~~
		~~2011~~	~~-10~~	~~0~~	~~0~~	~~0~~	~~0~~	~~10~~
VT		2012	10	0	0	0	0	10
		2013	10	0	0	0	0	10
		~~2014~~	~~10~~	~~0~~	~~0~~	~~0~~	~~0~~	~~10~~
		~~2011~~	~~135~~	~~1~~	~~1~~	~~0~~	~~0~~	~~134~~
VA		2012	134	2	0	0	0	136
		2013	136	2	2	0	1	135
		~~2014~~	~~135~~	~~4~~	~~0~~	~~0~~	~~0~~	~~139~~
		~~2011~~	~~102~~	~~2~~	~~2~~	~~0~~	~~0~~	~~102~~
WA		2012	102	3	0	0	0	105
		2013	105	6	0	0	0	111
		~~2014~~	~~111~~	~~1~~	~~0~~	~~0~~	~~0~~	~~112~~
		~~2011~~	~~40~~	~~0~~	~~0~~	~~0~~	~~0~~	~~40~~
WV		2012	40	0	0	0	0	40
		2013	40	0	0	0	0	40
		~~2014~~	~~40~~	~~0~~	~~0~~	~~0~~	~~0~~	~~40~~
		~~2011~~	~~77~~	~~2~~	~~1~~	~~0~~	~~0~~	~~78~~
WI		2012	78	0	0	0	0	78
		2013	78	0	0	0	0	78
		~~2014~~	~~78~~	~~1~~	~~0~~	~~0~~	~~0~~	~~79~~
		~~2011~~	~~18~~	~~0~~	~~0~~	~~0~~	~~0~~	~~18~~
WY		2012	18	0	0	0	0	18
		2013	18	0	0	0	0	18
		~~2014~~	~~18~~	~~0~~	~~0~~	~~0~~	~~0~~	~~18~~
		~~2011~~	~~5~~	~~0~~	~~0~~	~~0~~	~~0~~	~~5~~
GUAM		2012	5	0	0	0	0	5

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) Outlets at End of the Year
PR	2013	5	0	0	0	0	0	5
	2014	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
	~~2011~~	~~37~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~37~~
	2012	37	1	0	0	0	0	38
U.S.V.I.	2013	38	1	0	0	0	0	39
	2014	<u>39</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>41</u>
	~~2011~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
	2012	3	0	0	0	0	0	3
Totals	2013	3	0	0	0	0	0	3
	2014	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	~~2011~~	~~4470~~	~~118~~	~~47~~	~~5~~	~~0~~	~~29~~	~~4507~~
	2012	4507	88	39	2	0	11	4543
	2013	4543	100	24	0	0	12	4607
	2014	<u>4607</u>	<u>140</u>	<u>16</u>	<u>0</u>	<u>1</u>	<u>9</u>	<u>4721</u>

ITEM 20 TABLE NO. 3

Status of Non-Traditional Franchised Outlets
For years ~~2011~~, 2012, 2013, 2014

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) Outlets at End of the Year
AL	~~2011~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~	~~2~~
	2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
	2014	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
CA	~~2011~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
	2012	3	1	0	0	0	0	4
	2013	4	0	0	0	0	0	4
	2014	<u>4</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>2</u>	<u>2</u>
CO	~~2011~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
	2012	3	0	0	0	0	0	3
	2013	3	0	1	0	0	1	1
	2014	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
FL	~~2011~~	~~2~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~4~~
	2012	4	0	0	0	0	0	4
	2013	4	0	0	0	0	0	4

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	~~2014~~	<u>4</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>4</u>
	~~2011~~	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
GA	2012	1	0	1	0	0	0	0
	2013	0	1	0	0	0	0	1
	~~2014~~	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	~~2011~~	<u>4</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>4</u>
LA	2012	4	0	0	0	0	1	3
	2013	3	0	0	0	0	1	2
	~~2014~~	<u>2</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>
	~~2011~~	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
MA	2012	1	0	0	0	0	1	0
	2013	0	0	0	0	0	0	0
	~~2014~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2011~~	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
MS	2012	2	1	0	0	0	0	3
	2013	3	0	0	0	0	0	3
	~~2014~~	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	~~2011~~	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>3</u>
MO	2012	3	0	0	0	0	0	3
	2013	3	0	0	0	0	1	2
	~~2014~~	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	~~2011~~	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
NM	2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
	~~2014~~	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	~~2011~~	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>3</u>
NC	2012	3	0	0	0	0	1	2
	2013	2	1	0	0	0	0	3
	~~2014~~	<u>3</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>3</u>
	~~2011~~	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
OH	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
	~~2014~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2011~~	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
SC	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
	~~2014~~	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	~~2011~~	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
TN	2012	1	1	0	0	0	0	2
	2013	2	0	0	0	0	0	2
	~~2014~~	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>1</u>
	~~2011~~	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) Outlets at End of the Year
TX	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	1	0
	~~2014~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
VA	~~2011~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
	2012	3	0	0	0	0	0	3
	2013	3	0	0	0	0	0	3
WA	~~2014~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
	~~2011~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	2012	1	0	0	0	0	0	1
GUAM	2013	1	0	0	0	0	1	0
	~~2014~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2011~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
PR	2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
	~~2014~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
Totals	~~2011~~	~~41~~	~~4~~	~~0~~	~~0~~	~~0~~	~~8~~	~~37~~
	2012	37	3	1	0	0	3	36
	2013	36	2	1	0	0	5	32
	~~2014~~	~~32~~	~~4~~	~~0~~	~~2~~	~~0~~	~~5~~	~~29~~

ITEM 20 TABLE NO. 3
Status of Transitional Franchised Outlets
For years ~~2011~~, 2012, 2013, 2014

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) Outlets at End of the Year
CO	~~2011~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	2012	1	0	0	0	0	0	1
	2013	1	0	1	0	0	0	0
FL	~~2014~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2011~~	~~10~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~11~~
	2012	11	0	1	0	0	0	10
	2013	10	0	1	2	0	1	6

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) Outlets at End of the Year
	~~2014~~	<u>6</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>4</u>
	~~2011~~	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
GA	2012	1	0	0	0	0	0	1
	2013	1	0	0	1	0	0	0
	~~2014~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2011~~	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
MS	2012	0	0	0	0	0	0	0
	2013	0	1	0	0	0	0	1
	~~2014~~	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	~~2011~~	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
NC	2012	3	0	0	0	0	0	3
	2013	3	0	0	0	0	0	3
	~~2014~~	<u>3</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>2</u>
	~~2011~~	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
OH	2012	1	0	0	0	0	0	1
	2013	1	0	0	1	0	0	0
	~~2014~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2011~~	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
SC	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
	~~2014~~	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2011~~	<u>8</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8</u>
TX	2012	8	0	0	0	0	0	8
	2013	8	0	0	4	0	0	4
	~~2014~~	<u>4</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>1</u>
	~~2011~~	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>1</u>
UT	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	1	0
	~~2014~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2011~~	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>1</u>
VA	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
	~~2014~~	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2011~~	<u>30</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>28</u>
Totals	2012	28	0	1	0	0	0	27
	2013	27	1	2	8	0	2	16
	~~2014~~	<u>16</u>	<u>0</u>	<u>0</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>8</u>

ITEM 20 TABLE NO. 3
Status of Area Agreements (“AA”)
For years ~~2011~~, 2012, 2013, 2014

(1) State	(2) Year	(3) AA at Start of Year	(4) New AA Opened	(5) Terminations	(6) Non-Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) Area Agreements at End of the Year
	~~2011~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
LA	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
	<u>2014</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	~~2011~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
ME	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
	<u>2014</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2011~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
MS	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
	<u>2014</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	~~2011~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
PA	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
	<u>2014</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2011~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
Totals	2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
	<u>2014</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	~~2011~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~

In the past the company entered into Area Agreements for the development of a number of Domino’s Pizza stores within a defined area. The company no longer offers Area Agreements. This table reflects the status of these agreements that are still in effect.

ITEM 20 TABLE NO. 3
Status of Development Agreements (“DA”)
For years ~~2011~~, 2012, 2013, 2014

(1) State	(2) Year	(3) DA at Start of Year	(4) New DA Opened	(5) Terminations	(6) Non-Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) DA at End of the Year
AR	<u>2012</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2013</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2014</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2011~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~

(1) State	(2) Year	(3) DA at Start of Year	(4) New DA Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) DA at End of the Year
	~~2011~~	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
CA	2012	1	~~42~~	1	~~10~~	0	0	~~32~~
	2013	~~32~~	~~72~~	0	0	0	0	~~104~~
	2014	<u>10</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>10</u>
	~~2011~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
CO	2012	0	0	0	0	0	0	0
	2013	0	1	0	0	0	0	1
	2014	<u>1</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	~~2011~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
CT	2012	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2013	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	2014	<u>3</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	~~2011~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
DE	2012	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2013	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2014	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	~~2011~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
FL	2012	0	2	0	0	0	0	2
	2013	2	~~10~~	0	0	0	0	~~32~~
	2014	<u>3</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2011~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
GA	2012	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2013	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2014	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	~~2011~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
ID	2012	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2013	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2014	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	~~2011~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
IL	2012	0	1	0	0	0	0	1
	2013	1	1	0	0	0	0	2
	2014	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	~~2011~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
IN	2012	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2013	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2014	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	~~2011~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
KS	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
	2014	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2011~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
LA	2012	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2013	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2014	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	~~2011~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
MA	2012	0	1	0	0	0	0	1
	2013	1	0	0	0	0	0	1
	2014	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	~~2011~~	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

(1) State	(2) Year	(3) DA at Start of Year	(4) New DA Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) DA at End of the Year
MI	2012	1	~~2~~ <u>1</u>	~~10~~ <u>1</u>	0	0	1	1
	2013	1	0	0	0	0	0	1
	~~2014~~ <u>2011</u>	~~1~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~1~~ <u>0</u>
MS	2012	0	~~12~~ <u>1</u>	0	0	0	0	~~12~~ <u>1</u>
	2013	~~12~~ <u>1</u>	0	0	~~10~~ <u>1</u>	0	0	~~02~~ <u>1</u>
	~~2014~~ <u>2011</u>	~~0~~ <u>1</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>1</u>
MO	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
	~~2014~~ <u>2011</u>	~~1~~ <u>0</u>	~~2~~ <u>0</u>	~~1~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~2~~ <u>0</u>
MT	2012	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>
	2013	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>
	~~2014~~ <u>2011</u>	~~0~~ <u>1</u>	~~3~~ <u>0</u>	~~0~~ <u>0</u>	~~1~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>1</u>	~~2~~ <u>0</u>
NE	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
	~~2014~~ <u>2011</u>	~~0~~ <u>0</u>	~~1~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>1</u>	~~1~~ <u>0</u>
NV	2012	0	1	0	0	0	0	1
	2013	1	0	0	0	0	~~0~~ <u>1</u>	~~0~~ <u>1</u>
	~~2014~~ <u>2011</u>	~~1~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>1</u>	~~1~~ <u>0</u>
NJ	2012	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>
	2013	~~0~~ <u>0</u>	~~1~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~1~~ <u>0</u>
	~~2014~~ <u>2011</u>	~~1~~ <u>0</u>	~~1~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~2~~ <u>0</u>
NM	2012	~~0~~ <u>0</u>	~~1~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~1~~ <u>0</u>
	2013	~~1~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~1~~ <u>0</u>
	~~2014~~ <u>2011</u>	~~1~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~1~~ <u>0</u>
NY	2012	1	0	1	0	0	0	0
	2013	0	0	0	0	0	0	0
	~~2014~~ <u>2011</u>	~~0~~ <u>0</u>	~~2~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~2~~ <u>0</u>
NC	2012	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>
	2013	~~0~~ <u>0</u>	~~1~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~1~~ <u>0</u>
	~~2014~~ <u>2011</u>	~~1~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~1~~ <u>0</u>
ND	2012	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>
	2013	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>
	~~2014~~ <u>2011</u>	~~0~~ <u>1</u>	~~1~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~1~~ <u>0</u>
OH	2012	0	~~0~~ <u>4</u>	0	0	0	0	~~0~~ <u>4</u>
	2013	~~0~~ <u>4</u>	~~4~~ <u>4</u>	0	0	0	0	~~4~~ <u>2</u>
	~~2014~~ <u>2011</u>	~~4~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~4~~ <u>0</u>
OK	2012	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>	~~0~~ <u>0</u>

(1) State	(2) Year	(3) DA at Start of Year	(4) New DA Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) DA at End of the Year
	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2014</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>OR</u>	<u>2012</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2014</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2011</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>0</u>
<u>PA</u>	<u>2012</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2013</u>	<u>1</u>	<u>40</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>54</u>
	<u>2014</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
<u>SC</u>	<u>2012</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2013</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2014</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>SD</u>	<u>2012</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2014</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2011</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>TN</u>	<u>2012</u>	<u>0</u>	<u>24</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>24</u>
	<u>2013</u>	<u>24</u>	<u>24</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>42</u>
	<u>2014</u>	<u>4</u>	<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2011</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>TX</u>	<u>2012</u>	<u>0</u>	<u>24</u>	<u>10</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2013</u>	<u>1</u>	<u>130</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>144</u>
	<u>2014</u>	<u>14</u>	<u>6</u>	<u>1</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>15</u>
	<u>2011</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>VA</u>	<u>2012</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2013</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
	<u>2014</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2011</u>	<u>0</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
<u>WA</u>	<u>2012</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2014</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>WI</u>	<u>2012</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2014</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2011</u>	<u>6</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>6</u>
<u>Totals</u>	<u>2012</u>	<u>6</u>	<u>1945</u>	<u>53</u>	<u>10</u>	<u>0</u>	<u>1</u>	<u>1847</u>
	<u>2013</u>	<u>1847</u>	<u>396</u>	<u>0</u>	<u>10</u>	<u>0</u>	<u>12</u>	<u>5624</u>
	<u>2014</u>	<u>56</u>	<u>33</u>	<u>5</u>	<u>12</u>	<u>0</u>	<u>0</u>	<u>72</u>

ITEM 20 TABLE NO. 4
Status of Company-Owned Outlets
For years ~~2011~~, 2012, 2013, 2014

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Outlets Reacquired From Franchisee	(6) Outlets Closed	(7) Outlets Sold to Franchisee	(8) Outlets at End of the Year
	~~2011~~	~~58~~	~~0~~	~~0~~	~~0~~	~~0~~	~~58~~
AZ	2012	58	0	0	0	0	58
	2013	58	0	0	0	0	58
	<u>2014</u>	<u>58</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>58</u>
	~~2011~~	~~47~~	~~0~~	~~0~~	~~0~~	~~0~~	~~47~~
FL	2012	47	0	0	0	0	47
	2013	47	0	0	0	0	47
	<u>2014</u>	<u>47</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>47</u>
	~~2011~~	~~40~~	~~0~~	~~0~~	~~2~~	~~32~~	~~6~~
GA	2012	6	0	0	0	6	0
	2013	0	0	0	0	0	0
	<u>2014</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2011~~	~~39~~	~~0~~	~~0~~	~~0~~	~~0~~	~~39~~
MD	2012	39	0	0	0	0	39
	2013	39	1	0	0	0	40
	<u>2014</u>	<u>40</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>40</u>
	~~2011~~	~~26~~	~~0~~	~~0~~	~~0~~	~~26~~	~~0~~
~~MN~~	2012	0	0	0	0	0	0
	2013	0	0	0	0	0	0
	~~2011~~	~~25~~	~~1~~	~~0~~	~~0~~	~~0~~	~~26~~
NV	2012	26	0	0	0	0	26
	2013	26	0	0	0	0	26
	<u>2014</u>	<u>26</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>26</u>
	~~2011~~	~~10~~	~~0~~	~~0~~	~~0~~	~~0~~	~~10~~
NJ	2012	10	0	0	0	0	10
	2013	10	0	0	0	0	10
	<u>2014</u>	<u>10</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10</u>	<u>0</u>
	~~2011~~	~~55~~	~~0~~	~~0~~	~~0~~	~~0~~	~~55~~
NY	2012	55	1	0	2	0	54
	2013	54	1	0	0	0	55
	<u>2014</u>	<u>55</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>51</u>
	~~2011~~	~~23~~	~~0~~	~~0~~	~~1~~	~~0~~	~~22~~
NC	2012	22	0	0	0	0	22
	2013	22	0	0	0	0	22
	<u>2014</u>	<u>22</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>22</u>
	~~2011~~	~~58~~	~~0~~	~~0~~	~~0~~	~~0~~	~~58~~
TX	2012	58	0	0	0	0	58
	2013	58	0	0	0	0	58

		<u>2014</u>	<u>58</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>58</u>
		~~2011~~	~~29~~	~~0~~	~~0~~	~~0~~	~~0~~	~~29~~
UT		2012	29	0	0	0	0	29
		2013	29	0	0	0	0	29
		<u>2014</u>	<u>29</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>30</u>
		~~2011~~	~~44~~	~~0~~	~~0~~	~~0~~	~~0~~	~~44~~
VA		2012	44	1	0	0	0	45
		2013	45	0	0	0	0	45
		<u>2014</u>	<u>45</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>45</u>
		~~2011~~	~~454~~	~~1~~	~~0~~	~~3~~	~~58~~	~~394~~
Totals		2012	394	2	0	2	6	388
		2013	388	2	0	0	0	390
		<u>2014</u>	<u>390</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>14</u>	<u>377</u>

ITEM 20 TABLE NO. 5

Projected Openings for the period December ~~29, 2014~~~~30, 2013~~ to ~~January 3,~~
2016~~December 28, 2014.~~

(1) State	(2) Franchise Agreements Signed But Outlet Not Opened	(3) Projected New Franchised Outlet In The Next Fiscal Year	(4) Projected New Company-Owned Outlet In the Next Fiscal Year
<u>AK</u>	<u>0</u>	<u>1</u>	<u>0</u>
AR	~~10~~	~~30~~	0
CA	0	~~21~~ <u>13</u>	0
<u>CO</u>	<u>1</u>	<u>1</u>	<u>0</u>
~~CT~~	~~0~~	~~5~~	~~0~~
<u>DE</u>	<u>0</u>	<u>1</u>	<u>0</u>
FL	0	~~10~~ <u>1</u>	2
GA	0	~~21~~	0
HI	0	~~42~~	0
IL	0	~~11~~ <u>7</u>	0
KS	0	~~03~~	0
<u>KY</u>	<u>0</u>	<u>1</u>	<u>0</u>

(1) State	(2) Franchise Agreements Signed But Outlet Not Opened	(3) Projected New Franchised Outlet In The Next Fiscal Year	(4) Projected New Company-Owned Outlet In the Next Fiscal Year
<u>LA</u>	<u>0</u>	<u>2</u>	<u>0</u>
MD	~~10~~	~~01~~	0
MA	~~01~~	~~23~~	0
MI	~~02~~	~~58~~	0
MS	0	~~02~~	0
~~MO~~	~~0~~	~~0~~	~~0~~
<u>MT</u>	<u>0</u>	<u>1</u>	<u>0</u>
NV	0	~~11~~	1
<u>NJ</u>	<u>1</u>	<u>1</u>	<u>0</u>
NM	0	~~21~~	0
NY	0	~~05~~	~~15~~
<u>NC</u>	<u>2</u>	<u>5</u>	<u>0</u>
OH	~~01~~	~~75~~	0
<u>OK</u>	<u>0</u>	<u>2</u>	<u>0</u>
<u>OR</u>	<u>1</u>	<u>1</u>	<u>0</u>
PA	~~01~~	~~97~~	0
SC	0	~~31~~	0
<u>SD</u>	<u>0</u>	<u>1</u>	<u>0</u>
TN	0	~~43~~	0
TX	~~12~~	~~2819~~	~~01~~
UT	0	~~01~~	~~12~~
VA	0	~~02~~	~~0~~
WA	~~01~~	~~21~~	~~0~~
<u>WI</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>WY</u>	<u>0</u>	<u>1</u>	<u>0</u>

(1) State	(2) Franchise Agreements Signed But Outlet Not Opened	(3) Projected New Franchised Outlet In The Next Fiscal Year	(4) Projected New Company-Owned Outlet In the Next Fiscal Year
<u>GUAM</u>	<u>0</u>	<u>1</u>	<u>0</u>
PR	0	<u>32</u>	<u>0</u>
Total	<u>313</u>	<u>422109</u>	<u>511</u>

As described in Item 1 and listed in Exhibit B-3, there are License Agreements for entertainment or similar facilities as of the end of fiscal year ended—December 28, 2014~~December 29, 2013~~.

A list of the names of all Domino's Pizza store franchisees and the addresses and telephone numbers of their Domino's Pizza Traditional Stores are listed as Exhibit B to this disclosure document. A list of the names of all Domino's Pizza store franchisees and the addresses and telephone numbers of their Domino's Pizza Non-Traditional Stores are listed as Exhibit B-1 to this disclosure document. A list of the names of all Domino's Pizza store franchisees and the addresses and telephone numbers of their Domino's Pizza Transitional Stores are listed as Exhibit B-2 to this disclosure document. A list of Domino's Pizza Licensees is attached as Exhibit B-3 to this disclosure document. A list of the names and last known home addresses and telephone numbers of franchisees (158317), area franchisees (0) and developers (152) who had a franchise agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under their agreements during fiscal year ending December 28, 2014 ~~December 29, 2013~~ (including those who transferred their franchises) or who have not communicated with us within 10 weeks of our application date appear on Exhibit B-4. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Franchisee Confidentiality Clauses

We have not entered into agreements with confidentiality clauses that would prevent franchisees from discussing their experience with Domino's.

Trademark-Specific Franchisee Organizations

We sponsor the following advisory groups which meet at our headquarters in Ann Arbor, Michigan or other agreed upon locations to promote communications and enhance the relationship with Domino's Pizza franchisees: Domino's Marketing Advisory Council, Domino's PeopleFirst Advisory Board, HMAAC (Hispanic Marketing Advisory Committee), Domino's Technical Advisory Board, , Franchise Innovation Advisory Council, Franchise

Communications Council and Domino's Supply Chain Advisory Committee. These advisory groups do not have separate websites.

The following independent franchisee organizations have asked to be included in this disclosure document:

Domino's Franchisee Association
1001 Pat Booker #201
Universal City, TX 78148
(210) 845 1072
Ken@dominosdfa.com
www.dominosdfa.com

Domino's Franchisee Forum
15384 5th Street
Gulfport, Mississippi 39503
(228) 832-4000 extension 2240
glennm@rpmpizza.com

Item 21: Financial Statements

Attached as Exhibit C are the audited financial statements of DPF ~~as of for fiscal years ending January 1, 2012, December 30, 2012 and~~ December 29, 2013 and December 28, 2014 and for the three fiscal years ended December 28, 2014.

As noted in Item 1, DPL will be providing required support and services to franchisees under a servicing agreement with DPF. Attached as Exhibit D are the audited financial statements of DPL as of ~~December 30, 2012 and~~ December 29, 2013 and December 28, 2014 and for the three fiscal years ended ~~December 29, 2013~~ December 28, 2014. These financial statements are being provided for disclosure purposes only. DPL is not a party to the Franchise Agreement or Development Agreement we sign with franchisees nor does it guarantee our obligations under the Franchise Agreement or Development Agreement we sign with franchisees.

As noted in Item 1, DPMI and certain other securitization entities issued fixed rate notes in the amount of \$1.575 billion and a variable funding note with a maximum principal amount of \$100.0 million as part of the 2012 Recapitalization Transaction. These funds were used, in part, to pay the outstanding indebtedness incurred in connection with the 2007 Securitization Transaction. Various assets have been pledged to secure this indebtedness, including all franchise agreements and other agreements existing as of the closing of the 2012 Recapitalization Transaction. Certain of the indirect subsidiaries of DPL have guaranteed the indebtedness, including DPF. See the Footnotes to the financial statements in Exhibits C and D for more information about the 2007 Securitization Transaction and 2012 Recapitalization Transaction.

Item 22: Contracts

The following agreements are attached as exhibits to this disclosure document:

Traditional Store Standard Franchise Agreement - Exhibit E
Non-Traditional Store Franchise Agreement - Exhibit F
Transitional Store Franchise Agreement – Exhibit G
Development Agreement - Exhibit H
License Agreement – Exhibit I
Site Development Agreement – Exhibit J
Domino’s Pizza Help Desk Services Agreement - Exhibit K
Sale of Assets Agreement - Exhibit L
Domino’s PULSE Software License Agreement – Exhibit M
Expiration of Franchise Agreement and Release - Exhibit N
Lease Rider – Exhibit O
Purchase Agreement Rider – Exhibit P
Domino’s Pizza Online Ordering Franchisee Services Agreement – Exhibit S

**ADDENDUM TO THE
DOMINO'S PIZZA FRANCHISING LLC
MULTI-STATE DISCLOSURE DOCUMENT**

State-Specific Requirements

ILLINOIS:

1. The following language is added to the table in Item 17 at the end of the Summary Section of Provision (v) entitled **Choice of Forum:**

(except for any claims arising under the Illinois Law).

2. The following language is added to the table in Item 17 at the end of the Summary Section of Provision (w) entitled **Choice of Law:**

(except for Illinois Law).

MINNESOTA:

1. The following language is added to the table in Item 17 at the end of the Summary Section of Provision (v) entitled **Choice of Forum:**

Pursuant to Minn. Stat. 80C.21 and Minn. Rule Part 2860.4400J, this section shall not in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.

2. The following language is hereby added to the table in Item 17 at the end of the Summary Section of Provision (w) entitled **Choice of Law:**

With respect to franchises governed by Minnesota law, DPF will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days' to cure) and 180 days' notice for non-renewal of the franchise agreement.

EXHIBIT A

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

EXHIBIT A

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There may also be additional agents appointed in some of the states listed.

CALIFORNIA

Department of Business Oversight:
Toll Free: 1 (866) 275-2677

Los Angeles

Suite 750
320 West 4th Street
Los Angeles, California 90013
(213) 576-7500

Sacramento

1515 K Street, Suite 200
Sacramento, California 95814-4052
(916) 445-7205

San Diego

1350 Front Street
San Diego, California 92101-3697
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94105-2980
(415) 972-8559

HAWAII

(state administrator)

Business Registration Division
Department of Commerce and Consumer
Affairs
P.O. Box 40
Honolulu, Hawaii 96810
(808) 586-2722

(agent for service of process)

Commissioner of Securities
of the State of Hawaii
Department of Commerce and Consumer
Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

(state administrator)

Indiana Secretary of State
Securities Division, E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

(agent for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

MARYLAND

(state administrator)

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(for service of process)

Maryland Securities Commissioner
at the Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

(state administrator)

Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
(517) 373-7177

(for service of process)

Michigan Department of Commerce,
Corporations and Securities Bureau
P.O. Box 30054
6546 Mercantile Way
Lansing, Michigan 48909

MINNESOTA

Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198
(651) 296-4026

NEW YORK

(state administrator)

New York State Department of Law
Bureau of Investor Protection
and Securities
120 Broadway
New York, New York 10271
(212) 416-8000

(for service of process)

Secretary of State of New York
41 State Street
Albany, New York 12231
(518) 474-4750

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard, Fifth Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712

OREGON

Department of Insurance and Finance
Corporate Securities Section
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

RHODE ISLAND

Department of Business Regulation
Securities Division
John O. Pastore Complex – Building 69-1
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9527

SOUTH DAKOTA

Department of Labor and Regulation
Division of Securities
~~124 S. Euclid, Suite 104~~ 445 E. Capitol Avenue
Pierre, South Dakota 57501
(605) 773-4823

VIRGINIA

(state administrator)

State Corporation Commission
Division of Securities
and Retail Franchising
1300 East Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

(for service of process)

Clerk, State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9672

WASHINGTON

(state administrator)

Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033
(360) 902-8760

(for service of process)

Director
Department of Financial Institutions
Securities Division
150 Israel Road, S.W.
Tumwater, Washington 98501

WISCONSIN

Securities and Franchise Registration
Wisconsin Securities Commission
345 West Washington Street, 4th Floor
Madison, Wisconsin 53703
(608) 266-3431

EXHIBIT B

LIST OF DOMINO'S PIZZA FRANCHISEES - TRADITIONAL

Exhibit B Traditional
as of December 28, 2014

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
AL	5860	Barger, Brian F.		110 Ladiga St SW	Jacksonville	36265	(256) 435-8200
AL	5825	Burr, D. Chip E. II		2650 Zelda Rd	Montgomery	361073144	(334) 263-6464
AL	5820	Burr, D. Chip E. II		3131 Bell Rd	Montgomery	361161371	(334) 271-1320
AL	5821	Burr, D. Chip E. II		5338 Atlanta Highway	Montgomery	36117	(334) 271-6401
AL	5885	Burr, D. Chip E. II		3301 Mobile Hwy	Montgomery	361084430	(334) 284-4600
AL	5826	Burr, D. Chip E. II		164 N Memorial Dr	Prattville	360673341	(334) 365-3777
AL	5814	Clark, Deborah Finn		118 U.S. 231	Ozark	36360	(334) 774-6767
AL	5813	Clark, Deborah Finn		2115 E Main St	Dothan	363013050	(334) 793-4010
AL	5811	Clark, Deborah Finn		2924 Ross Clark Cir	Dothan	363011120	(334) 793-4062
AL	5844	Dawoud, Mohammed (David)		269 Forest Rd	Hueytown	350231615	(205) 744-0900
AL	5381	Dawoud, Mohammed (David)		7201 Aaron Aronov Dr	Fairfield	350641805	(205) 923-2626
AL	5884	Dawoud, Mohammed (David)		3135 Cahaba Heights Rd	Birmingham	352435274	(205) 972-1220
AL	9402	Dawoud, Mohammed (David)		1720 Hamric Dr E	Oxford	362032067	(256) 831-9696
AL	5395	Dawoud, Mohammed (David)		1715 Highway 78	Dora	350622324	(205) 648-1648
AL	5853	Ghabayen, Waleed		1710 Decatur Hwy	Fultondale	35068	(205) 841-3700
AL	5373	Gomez, Juan A.		2912 Dauphin Island Pkwy	Mobile	36605	(251) 479-4552
AL	5895	Gomez, Juan A.		6845 Us Highway 90	Daphne	365269545	(251) 626-8333
AL	5333	Gomez, Juan A.		21545 Hwy 59 S #E	Robertsdale	36567	(251) 947-1033
AL	5331	Gomez, Juan A.		1145 Gulf Shores Pkwy	Gulf Shores	365425907	(251) 968-4110
AL	5387	Gomez, Juan A.		713 S Mckenzie St	Foley	365351808	(251) 970-1010
AL	5313	Gomez, Juan A.		25814 Canal Rd	Orange Beach	365613842	(251) 981-8880
AL	5896	Gomez, Juan A.		106 Plantation Pointe	Fairhope	365322960	(251) 990-8747
AL	5859	Hall, Billy James		2600 Mays Dr	Pell City	351287527	(205) 338-4780
AL	5835	Hall, Billy James		383 James Payton Blvd	Sylacauga	351508064	(256) 249-4333
AL	5857	Hall, Billy James		201 Haynes St	Talladega	351602559	(256) 362-6800
AL	5847	Hall, Steven D.		726 23rd St, South	Birmingham	35233	(205) 320-0220
AL	5840	Hall, Zan R.		415 15th St	Tuscaloosa	354013552	(205) 345-9600
AL	5841	Hall, Zan R.		350 Mcfarland Blvd	Northport	354763328	(205) 349-1441
AL	5898	Hall, Zan R.		9730 Hwy 69 S	Tuscaloosa	35405	(205) 391-0052
AL	5804	Hall, Zan R.		3039 Skyland Blvd E	E. Tuscaloosa	354054427	(205) 553-0026
AL	5391	Hall, Zan R.		1411 Cardinal St	Demopolis	367324136	(334) 289-4044
AL	5815	Hall, Zan R.		1809 W Highland Ave	Selma	367016614	(334) 875-8060
AL	5854	Midgette, James		2681 Pelham Pkwy	Pelham	351241354	(205) 663-9425

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AL	5308	Midgett, James		376 Chesser Dr	Chelsea	350438344	(205) 678-2007
AL	5852	Midgett, James		2304 Columbiana Rd	Vestavia Hills	352162508	(205) 823-1888
AL	5842	Midgett, James		4527 Valleydale Rd	Birmingham	352424605	(205) 991-0070
AL	5843	Midgett, James		3659 Lorna Rd	Hoover	352165961	(205) 985-4700
AL	5800	Mueller, Glenn A.	Area	2949 Saint Stephens Rd	Prichard	366121245	(251) 457-3030
AL	5831	Mueller, Glenn A.	Area	1616 Government St	Mobile	366041102	(251) 476-2142
AL	5832	Mueller, Glenn A.	Area	7765 Airport Blvd	Mobile	366085037	(251) 633-2080
AL	5394	Mueller, Glenn A.	Area	7685 Moffett Rd	Mobile	366184135	(251) 649-1922
AL	5833	Mueller, Glenn A.	Area	5369 Highway 90 W	Mobile	366194223	(251) 660-1434
AL	5829	Mueller, Glenn A.	Area	6305 Cottage Hill Rd	Mobile	366093106	(251) 666-5951
AL	5371	Mueller, Glenn A.	Area	924 Saraland Blvd S	Saraland	365713609	(251) 675-3030
AL	5897	O'Dell, Judy F.		13260 Us Highway 411	Odenville	351205940	(205) 629-2224
AL	5866	O'Dell, Judy F.		115 W Grand Ave	Rainbow City	359063275	(256) 442-1404
AL	5838	O'Dell, Judy F.		1437 Gunter Ave	Guntersville	359761845	(256) 505-0505
AL	5858	O'Dell, Judy F.		964 Gilbert Ferry Rd Se	Attalla	359543338	(256) 538-1171
AL	5855	O'Dell, Judy F.		276 N 3rd St	Gadsden	359013201	(256) 547-5491
AL	5837	O'Dell, Judy F.		102 N Mccleskey St	Boaz	359571941	(256) 593-9790
AL	5836	O'Dell, Judy F.		503 N Carlisle St	Albertville	359513846	(256) 891-1010
AL	5890	O'Dell, Judy F.		993 2nd Ave E	Oneonta	351212505	(205) 625-5000
AL	5309	O'Dell, Judy F.		1470 W Main St	Centre	359601131	(256) 927-1700
AL	5365	Orcutt, Michael L.		3979 Parkwood Rd	Bessemer	350225671	(205) 426-1131
AL	5386	Orcutt, Michael L.		445 Main St	Trussville	351731471	(205) 655-9080
AL	5375	Orcutt, Michael L.		1535 Forestdale Blvd	Birmingham	352143017	(205) 791-1400
AL	5851	Orcutt, Michael L.		430 Green Springs Hwy	Homewood	352094945	(205) 916-0070
AL	5848	Orcutt, Michael L.		1506 Montclair Rd	Birmingham	352102225	(205) 956-8300
AL	5834	Orcutt, Michael L.		855 Market Pl	Alexander City	35010	(256) 329-2236
AL	5810	Orcutt, Michael L.		1709 Broad Avenue	Lanett	36863	(334) 642-2626
AL	5364	Orcutt, Michael L.		3946a Us Highway 80 W	Phenix City	368706523	(334) 732-0202
AL	5802	Orcutt, Michael L.		1451 Gateway Dr	Opelika	368015463	(334) 749-7101
AL	5801	Orcutt, Michael L.		310 W Magnolia Ave	Auburn	368324612	(334) 821-3030
AL	5869	Osani, Charles Anthony		813 S Broad St	Scottsboro	357682507	(256) 259-3080
AL	5368	Osani, Charles Anthony		5600 Highway 431 S	Huntsville	357419773	(256) 532-0100
AL	5870	Osani, Charles Anthony		3319 Triana Blvd Sw	Huntsville	358054643	(256) 536-4433

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AL	5882	Osani, Charles Anthony		437 Hughes Rd	Madison	357581152	(256) 772-9000
AL	5873	Osani, Charles Anthony		4506 University Dr Nw	Huntsville	358163402	(256) 830-2662
AL	5332	Osani, Charles Anthony		8800 Highway 72 W	Madison	357589586	(256) 830-8333
AL	5874	Osani, Charles Anthony		2205 Mastin Lake Rd Nw	Huntsville	358102803	(256) 859-3777
AL	5872	Osani, Charles Anthony		11321 Memorial Pkwy Sw	Huntsville	358032125	(256) 882-1080
AL	5871	Osani, Charles Anthony		401 Andrew Jackson Way Ne	Huntsville	358013665	(256) 539-5000
AL	5376	Osani, Charles Anthony		12290 Highway 231 N	Meridianville	35759	(256) 828-6655
AL	5380	Osani, Charles Anthony		644a Jeff Rd Nw	Huntsville	358061232	(256) 830-9100
AL	5383	Osani, Charles Anthony		1812 Winchester Rd Ne	Huntsville	358117103	(256) 859-8888
AL	5875	Osani, Charles Anthony		7200 Bailey Cove Rd Se	Huntsville	358022746	(256) 880-8700
AL	5845	Parris, Derek M.		5031 Ford Pkwy	Bessemer	350225283	(205) 428-6262
AL	5316	Parris, Derek M.		110 5th St E	Warrior	351801340	(205) 590-3733
AL	5329	Parris, Derek M.		111 Railroad Ave	Montevallo	351154194	(205) 665-3232
AL	5363	Pellegrino, Gina M.		25 Rumbling Water Dr	Wetumpka	360923105	(334) 514-8500
AL	5384	Pierce, Patrick R.		7709 Parkway Dr	Leeds	350942116	(205) 699-2727
AL	5894	Pierce, Patrick R.		2446 Old Springville Rd	Birmingham	352154054	(205) 856-0030
AL	5806	Safadi, Walid J.		705 Glover Ave	Enterprise	363302015	(334) 393-5505
AL	5389	Safadi, Walid J.		1098 Dr. Martin Luther King Exp	Andalusia	36420	(334) 427-1100
AL	5819	Safadi, Walid J.		808 S George Wallace Dr	Troy	360813827	(334) 566-1234
AL	5390	Staples, Charles Keith		125 Buck Creek Plz	Alabaster	350077042	(205) 621-1811
AL	5849	Stephens, Brian K.		509 Highway 78 W	Jasper	355013745	(205) 221-9090
AL	5886	Villarreal, Andrew J.		119 Highway 31 South	Athens	35611	(256) 233-4700
AL	5379	Villarreal, Andrew J.		1842 Glenn St Sw	Decatur	35603	(256) 340-3400
AL	5398	Villarreal, Andrew J.		8019 US Hwy 31	Hanceville	35077	(256) 352-6116
AL	5892	Villarreal, Andrew J.		1811 11th St Se	Decatur	356015127	(256) 353-2888
AL	5880	Villarreal, Andrew J.		712 Avalon Ave	Muscle Shoals	356612304	(256) 381-4100
AL	5868	Villarreal, Andrew J.		413 3rd St Sw	Cullman	350554124	(256) 739-6010
AL	5878	Villarreal, Andrew J.		4380 Highway 157	Florence	35633-7887	(256) 764-7766
AL	5877	Villarreal, Andrew J.		1836 Darby Dr	Florence	356302623	(256) 766-6960
AL	5887	Villarreal, Andrew J.		241 Highway 31 Sw	Hartselle	356402855	(256) 773-1444
AL	5867	Walker, Robby A.		602 11th Ave Nw	Arab	350161900	(256) 586-2150
AK	19001	Dobb,Bryan		1028 E 5th Ave	Anchorage	995012739	(907) 258-3030
AK	19003	Dobb,Bryan		601 W 36th Ave, Ste 8	Anchorage	995035848	(907) 561-8166

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AK	19012	Dobb,Bryan		3805 Provider Dr	Elmendorf Afb	99505	(907) 337-3377
AK	19013	Dobb,Bryan		5800 Westover Rd.	Anchorage		(907) 334-9500
AK	19050	Dosser,Dale		59 College Rd	Fairbanks	997011756	(907) 451-8201
AK	19040	Magallanes,Javier		607 W Willoughby Ave	Juneau	998011731	(907) 586-3030
AK	19041	Tallmadge,Fred		2354 Mendenhall Loop Rd #101	Juneau	998018001	(907) 789-3300
AR	5360	Barcomb, Calvin E		1645 E Main St	Magnolia	717533803	(870) 234-4141
AR	5342	Barcomb, Calvin E		1300 N West Ave	El Dorado	717303854	(870) 862-0300
AR	5315	Barcomb, Calvin E		2300 S Olive St	Pine Bluff	716017851	(870) 850-6700
AR	5330	Benner, Lance L.		11600 N Rodney Parham Rd	Little Rock,	72212	(501) 228-8111
AR	5396	Benner, Lance L.		8822 Stagecoach Rd	Little Rock	722104700	(501) 407-2722
AR	5359	Benner, Lance L.		4905 John F Kennedy Blvd	North Little Rock	721166718	(501) 791-7300
AR	5327	Benner, Lance L.		17200 Chenal Pkwy	Little Rock	722235958	(501) 821-2211
AR	5306	Benner, Lance L.		2900 Horizon Dr	Bryant	720229095	(501) 847-6100
AR	5337	Benner, Lance L.		115 Carnahan Dr	Maumelle	721136727	(501) 851-1600
AR	5354	Black, Mitchell W.		102 N 14th St	Paragould	724504157	(870) 239-2166
AR	5353	Black, Mitchell W.		1405 N Missouri St	West Memphis	723011769	(870) 735-7600
AR	5355	Black, Mitchell W.		400 N 6th St	Blytheville	723152716	(870) 762-1800
AR	5356	Black, Mitchell W.		2508 Stadium Blvd	Jonesboro	724016364	(870) 935-1133
AR	5350	Black, Mitchell W.		1826 E Johnson Ave	Jonesboro	724011301	(870) 935-6000
AR	5338	Burke, Edmund P.		1002 S Main St	Hope	718017235	(870) 777-3400
AR	5347	Medders, Brent J.	Development	2800 Sw 14th St	Bentonville	727123418	(479) 271-7070
AR	9608	Medders, Brent J.	Development	320 W Main St	Farmington	72730	(479) 300-6363
AR	5300	Medders, Brent J.	Development	1065 N Garland Ave	Fayetteville	727011722	(479) 442-3600
AR	5302	Medders, Brent J.	Development	2308 Fayetteville Rd	Van Buren	72956	(479) 474-7200
AR	5304	Medders, Brent J.	Development	2075 E Main St	Siloam Springs	727615575	(479) 524-0909
AR	5305	Medders, Brent J.	Development	2100 W Hudson Rd	Rogers	727562102	(479) 631-2000
AR	5301	Medders, Brent J.	Development	1026 S Thompson St	Springdale	727645234	(479) 756-0800
AR	5397	Medders, Brent J.	Development	105 S Dixieland St	Lowell	727458648	(479) 770-0044
AR	5310	Medders, Brent J.	Development	3701 Phoenix Ave	Ft. Smith	72903	(479) 785-0841
AR	5303	Medders, Brent J.	Development	2840 Bella Vista Way	Bella Vista	727143708	(479) 876-7373
AR	5346	Medders, Brent J.	Development	801 E Main St	Russellville	728015249	(479) 968-3030
AR	5328	Medders, Brent J.	Development	507 N Jp Wright Loop Rd	Jacksonville	72076	(501) 241-1900
AR	5319	Medders, Brent J.	Development	740 S. Salem Rd	Conway	72034	(501) 450-3000

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AR	5336	Medders, Brent J.	Development	2100 Albert Pike Rd	Hot Springs	719134005	(501) 620-4222
AR	9610	Medders, Brent J.	Development	8500 Phoenix Ave	Fort Smith	72903	(479) 434-6996
AR	9607	Medders, Brent J.	Development	1814 N Crossover Rd	Fayetteville	727012735	(479) 445-6555
AR	9609	Medders, Brent J.	Development	17310 I-30	BENTON	72019	(501) 408-4688
AR	5399	Medders, Brent J.	Development	208 E Grand Ave	Hot Springs	719014112	(501) 623-5500
AR	9611	Medders, Brent J.	Development	52 S Broadview St	GREENBRIER	72058	(501) 679-3988
AR	5349	Medders, Brent J.	Development	3120 Pine St	Arkadelphia	719235203	(870) 246-3131
AR	5358	Meece, Daniel H.		1346 Highway 62 E	Mountain Home	726532709	(870) 424-6110
AR	5378	Powell, John M. Jr.		3511 East Race Ave	Searcy	72143	(501) 305-4511
AR	5348	Powell, John M. Jr.		2006 S Pine St	Cabot	720239386	(501) 605-9111
AR	5307	Powell, John M. Jr.		1436 Harrison St	Batesville	725017219	(870) 698-9099
AR	5334	Schirmer, Phillip E.		4656 N Highway 7	Hot Springs Village	719099483	(501) 915-9595
AR	5335	Schirmer, Phillip E.		2110 Higdon Ferry Rd	Hot Springs	719137273	(501) 525-7200
AR	5340	Schroepfer, Kenneth M.		110 E Martin Luther King Jr Blvd	Texarkana	71854	(870) 772-3030
AR	5341	Schroepfer, Kenneth M.		3214 Jefferson Ave	Texarkana	718542878	(870) 774-3030
AZ	7624	Hishmeh, Essam M.	Development	4390 N 1st Ave	Tucson	857191030	(520) 293-5990
AZ	7625	Hishmeh, Essam M.	Development	5460 E Speedway Blvd	Tucson	85712-4907	(520) 296-2333
AZ	7628	Hishmeh, Essam M.	Development	8486 E Broadway Blvd	Tucson	857104010	(520) 296-3111
AZ	7542	Hishmeh, Essam M.	Development	1060 W Beta St	Green Valley	856145089	(520) 320-6060
AZ	9206	Hishmeh, Essam M.	Development	15318 N Oracle Rd	Tucson	857398207	(520) 323-3030
AZ	7544	Hishmeh, Essam M.	Development	8045 S Rita Rd	Tucson	857479018	(520) 325-5050
AZ	7636	Hishmeh, Essam M.	Development	3118 E Fort Lowell Rd	Tucson	857161669	(520) 327-9533
AZ	7680	Hishmeh, Essam M.	Development	209 W Fry Blvd	Sierra Vista	856351731	(520) 458-3030
AZ	7681	Hishmeh, Essam M.	Development	3670 E Fry Blvd	Sierra Vista	856352907	(520) 458-5000
AZ	7676	Hishmeh, Essam M.	Development	1751 W Ajo Way	Tucson	857135602	(520) 573-3030
AZ	7635	Hishmeh, Essam M.	Development	6875 E Sunrise	Tucson	85750-0831	(520) 577-9595
AZ	7694	Hishmeh, Essam M.	Development	7730 N Cortaro Rd	Tucson	857438832	(520) 579-3030
AZ	7634	Hishmeh, Essam M.	Development	2750 S 4th Ave	Tucson	857134838	(520) 624-9900
AZ	7629	Hishmeh, Essam M.	Development	8615 E Golf Links Rd	Tucson	857301315	(520) 721-8118
AZ	7626	Hishmeh, Essam M.	Development	3682 W Orange Grove Rd	Tucson	857412848	(520) 742-6111
AZ	7633	Hishmeh, Essam M.	Development	2080 W Orange Grove Blvd	Tucson	857041131	(520) 742-7700
AZ	7623	Hishmeh, Essam M.	Development	1620 S Craycroft Rd	Tucson	857117261	(520) 747-0550
AZ	7686	Hishmeh, Essam M.	Development	10420 N La Canada Dr	Oro Valley	857377025	(520) 797-3030

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AZ	9204	Hishmeh, Essam M.	Development	12060 N Thornydale Rd	Marana	856584777	(520) 797-3330
AZ	7627	Hishmeh, Essam M.	Development	2624 E 22nd St	Tuscon	857132004	(520) 881-8700
AZ	7637	Hishmeh, Essam M.	Development	1402 W Saint Marys Rd	Tucson	857453111	(520) 884-1400
AZ	7632	Hishmeh, Essam M.	Development	6450 S 6th Ave	Tucson	857065413	(520) 889-9988
AZ	7621	Hishmeh, Essam M.	Development	901 E Speedway Blvd	Tucson	85719	(520) 792-5000
AZ	7664	Huleatt, Richard S. Jr.		2577 E 7th Ave	Flagstaff	860043722	(928) 527-0797
AZ	7660	Huleatt, Richard S. Jr.		1529 S Milton Rd	Flagstaff	86001	(928) 779-3686
AZ	7548	Lasher, Justin C.		1240 E Deuce Of Clubs	Show Low	859014911	(928) 532-5534
AZ	7534	Nelson, Robert E.		410 W 5th St	Safford	855462710	(928) 428-5800
AZ	7563	Riddle, Charles M.		3125 S Alma School Rd	Chandler	852483759	(480) 786-3338
AZ	7573	Riddle, Charles M.		39506 N Daisy Mountain Dr	Phoenix	850860430	(623) 551-1515
AZ	9200	Riddle, Charles M.		1021 N State Route 89	Chino Valley	863236558	(928) 636-6000
AZ	7545	Riddle, Charles M.		518 W Riverside Dr	Parker	853445132	(928) 669-3030
AZ	7682	Riddle, Charles M.		1850 Mcculloch Blvd N	Lake Havasu City	864035797	(928) 680-1800
AZ	7577	Riddle, Charles M.		1949 E Beverly Ave	Kingman	864090716	(928) 681-3030
AZ	9203	Riddle, Charles M.		4508 S Highway 95	Fort Mohave	864269103	(928) 704-4700
AZ	7683	Riddle, Charles M.		2150 Highway 95	Bullhead City	864426044	(928) 758-3030
AZ	7575	Riddle, Charles M.		4572 N Robert Rd	Prescott Valley	863146323	(928) 759-2333
AZ	7685	Riddle, Charles M.		233 N Cortez St	Prescott	86301	(928) 778-3030
AZ	7571	Robinson, Edward W. III		1890 W Highway 89a	Sedona	863365571	(928) 203-0303
AZ	7540	Robinson, Edward W. III		307 S Beeline Hwy	Payson	855414865	(928) 472-9000
AZ	7585	Robinson, Edward W. III		452 W Finnie Flat Rd	Camp Verde	863227298	(928) 554-0999
AZ	7691	Todd, Virgil L.		11361 S Foothills Blvd	Yuma	853675797	(928) 342-3400
AZ	7630	Todd, Virgil L.		710 E 32nd St	Yuma	853653435	(928) 344-0555
AZ	7631	Todd, Virgil L.		712 S 4th Ave	Yuma	853643022	(928) 782-7561
AZ	7638	Todd, Virgil L.		1701 S Avenue B	Yuma	853645143	(928) 783-3030
AZ	7690	Verlander, Garry A.		20046 N John Wayne Parkway	Maricopa	85239	(520) 568-3030
AZ	9205	Verlander, Garry A.		6213 S Miller Rd	Buckeye	853261253	(623) 327-1111
CA	8130	Behm, Timothy		1802 Huntington Dr	Duarte	910102606	(626) 359-3030
CA	8138	Behm, Timothy		1244 W Glenoaks Blvd	Glendale	912012242	(818) 247-3340
CA	8491	Behm, Timothy		1428 E Colorado St	Glendale	912051596	(818) 247-9500
CA	8315	Behm, Timothy		3430 Ocean View Blvd	Glendale	912081537	(818) 249-5530
CA	7825	Behm, Timothy		1600 W Olive Ave	Burbank	915062432	(818) 841-8433

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CA	8405	Behm, Timothy		26500 Agoura Rd	Calabasas	913021952	(818) 880-0550
CA	8176	Behm, Timothy		2015 N Hollywood Way	Burbank	915051521	(818) 954-9600
CA	7876	Behm, Timothy		723 S Central Ave	Glendale	912042010	(818) 246-3850
CA	8153	Behm, Timothy		433 N Glenoaks Blvd	Burbank	915021121	(818) 841-3337
CA	8512	Belfatti, Richard D. III		1659 Branham Ln	San Jose	951182291	(408) 448-3722
CA	7920	Brumleve, Dan T.		1215 Lincoln Ave	Alameda	945012325	(510) 865-8000
CA	8557	Brumleve, Dan T.		2745 Hillcrest Ave	Antioch	94531	(925) 350-4444
CA	8486	Brumleve, Dan T.		3807 Main St	Oakley	945615782	(925) 625-5555
CA	8461	Brumleve, Dan T.		3544 Clayton Rd	Concord	945192447	(925) 827-3030
CA	7773	Brumleve, Dan T.		504 San Ramon Valley Blvd	Danville	945264012	(925) 855-9400
CA	7903	Brumleve, Dan T.		2521 N Main St	Walnut Creek	945973122	(925) 944-5400
CA	8140	Brumleve, Dan T.		4041 Alhambra Ave	Martinez	945533827	(925) 372-5555
CA	7750	Casey, Shane B.		650 Douglas Dr	Oceanside	920586949	(760) 439-0500
CA	8506	Casey, Shane B.		13030 Vandergrift Blvd	Camp Pendleton	92055	(760) 575-9850
CA	8357	Casey, Shane B.		520407 Basilone Rd	Camp Pendleton	92055	(760) 575-9880
CA	7492	Castellanos, Jason D.		1096 Cardiff St	San Diego	921145020	(619) 460-7000
CA	7793	Cuesta, Jose I.		9448 Slauson Ave	Pico Rivera	906604748	(562) 222-2207
CA	7879	Cuesta, Jose I.		4500 Rosemead Blvd	Pico Rivera	906602081	(562) 692-9591
CA	8201	Cuesta, Jose I.		7985 Westminster Blvd	Westminster	926834001	(714) 897-2280
CA	7945	DeGrandis, Greg		510 East Bellevue Rd	Atwater	953012700	(209) 357-9866
CA	7941	DeGrandis, Greg		1571 Geer Rd	Turlock	953803200	(209) 669-3131
CA	7963	DeGrandis, Greg		2001 W Cleveland Ave	Madera	936378718	(559) 675-5000
CA	8570	DeGrandis, Greg		107 W North St	Manteca	95336	(209) 633-0000
CA	8139	Delgado, Donna L.		1370 E Main St	Woodland	957763551	(530) 662-5353
CA	8538	Delgado, Donna L.		2038 Lyndell Ter	Davis	956166220	(530) 756-5161
CA	7790	Elyasi, Mohsen		1101 N Main St	Salinas	939063608	(831) 424-3535
CA	8533	Elyasi, Mohsen		1033 E Alisal St	Salinas	939052700	(831) 753-7992
CA	8514	Ferdows, Farnad		31240 Palos Verdes Dr W	Rancho Palos Verdes	902755361	(310) 265-4999
CA	7838	Ferdows, Farnad		1844 Pacific Coast Hwy	Lomita	907172722	(310) 530-2780
CA	7831	Ferdows, Farnad		17421 Beach Blvd	Huntington Beach	926475948	(714) 841-3112
CA	8434	Ferdows, Farnad		11921 Beach Blvd	Stanton	906803613	(714) 891-8235
CA	8530	Flaherty, Scott J.		601 Mccray St	Hollister	950234064	(831) 637-7788
CA	8419	Foster, John J.		4955 Felspar St	Riverside	925093020	(951) 360-3330

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CA	8390	Gagliardi, Cindy L.		4973 Yorba Ranch Rd	Yorba Linda	928872552	(714) 777-6700
CA	8449	Gagliardi, Cindy L.		27230 La Paz Rd	Mission Viejo	926922739	(949) 472-5050
CA	8459	Gagliardi, Cindy L.		32211 Camino Capistrano	San Juan Capistrano	926753738	(949) 493-3030
CA	8521	Gaube, Richard S.		500 5th St	Eureka	95501	(707) 442-3030
CA	7961	Gayden, Jessie L.		3417 El Camino Ave	Sacramento	958216309	(916) 971-3033
CA	8174	Gibson, Bruce D.		826 N Glendora Ave	Covina	917242528	(626) 331-9911
CA	7856	Gibson, Bruce D.		857 S Glendora Ave	West Covina	917904202	(626) 960-3071
CA	8152	Gibson, Bruce D.		402 W Arrow Hwy	San Dimas	917732946	(909) 592-2806
CA	8322	Gibson, Bruce D.		41234 Big Bear Rd	Big Bear Lake	92315	(909) 866-3555
CA	7855	Gibson, Bruce D.		1277 W Foothill Blvd	Upland	917863681	(909) 981-7555
CA	8403	Gibson, Bruce D.		14130 Culver Dr	Irvine	926040314	(949) 559-1515
CA	7476	Gobrial, Nehad E.		27131 Aliso Creek Rd	Aliso Viejo	926563363	(949) 389-0333
CA	8510	Gobrial, Nehad E.		28715 Los Alisos Blvd	Mission Viejo	926924986	(949) 855-2223
CA	8207	Hahn, Michael		1285 S Garey Ave	Pomona	917663309	(909) 622-0229
CA	7809	Hamill, R. Brent		244 S Oxford Ave	Los Angeles	900045126	(213) 385-3888
CA	8227	Hamill, R. Brent		2193 Whittier Blvd	Los Angeles	900231250	(323) 268-2000
CA	8109	Hamill, R. Brent		3538 Tweedy Blvd	South Gate	902806026	(323) 563-3030
CA	8370	Hamill, R. Brent		3309 W Pico Blvd	Los Angeles	900194530	(323) 735-8008
CA	8282	Hamill, R. Brent		3631 Crenshaw Blvd	Los Angeles	90016	(323) 737-7700
CA	8129	Hamill, R. Brent		950 W Manchester Ave	Los Angeles	900444916	(323) 758-5500
CA	8385	Hamill, R. Brent		740 S Olive St	Los Angeles	90014	(213) 623-2424
CA	8303	Hamill, R. Brent		821 S Long Beach Blvd	Compton	902214030	(310) 635-1212
CA	8112	Hamill, R. Brent		7021 Atlantic Ave	Bell	902013648	(323) 560-8903
CA	8137	Hishmeh, Essam M.	Development	448 Valley View Rd	El Sobrante	948031636	(510) 222-9100
CA	8539	Hishmeh, Essam M.	Development	3431 Macdonald Ave	Richmond	948052111	(510) 232-6300
CA	7728	Hishmeh, Essam M.	Development	1768 E 14th St	San Leandro	945774803	(510) 351-3301
CA	8527	Hishmeh, Essam M.	Development	314 Broadway	Oakland	946073805	(510) 452-2600
CA	8241	Hishmeh, Essam M.	Development	3639 Macarthur Blvd	Oakland	946191327	(510) 530-6601
CA	8150	Hishmeh, Essam M.	Development	1204 Fruitvale Ave	Oakland	946012926	(510) 536-3200
CA	8388	Hishmeh, Essam M.	Development	3300 E Castro Valley Blvd	Castro Valley	945526703	(510) 581-3033
CA	8276	Hishmeh, Essam M.	Development	3360 Grand Ave	Oakland	946102737	(510) 839-1952
CA	7904	Hishmeh, Essam M.	Development	2127 University Ave	Berkeley	947041025	(510) 849-9000
CA	7759	Hishmeh, Essam M.	Development	1703 N 11th Ave	Hanford	932302084	(559) 582-5050

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CA	8187	Hishmeh, Essam M.	Development	2011 W Tulare Ave	Visalia	932772100	(559) 627-8888
CA	7768	Hishmeh, Essam M.	Development	938 W Henderson Ave	Porterville	932571703	(559) 784-4040
CA	8161	Hishmeh, Essam M.	Development	25 W D St	Lemoore	932452935	(559) 924-3581
CA	7877	Hishmeh, Essam M.	Development	18635 Soledad Canyon Rd	Canyon Country	913513725	(661) 251-5605
CA	8465	Hishmeh, Essam M.	Development	31744 Castaic Rd	Castaic	913843902	(661) 294-0200
CA	8235	Hishmeh, Essam M.	Development	27737 Bouquet Canyon Rd	Santa Clarita	913503735	(661) 296-2080
CA	7731	Hishmeh, Essam M.	Development	1609 Cecil Ave	Delano	93215	(661) 725-0770
CA	7493	Hishmeh, Essam M.	Development	842 7th St	Wasco	932801920	(661) 758-3030
CA	8209	Hishmeh, Essam M.	Development	530 Kern St	Taft	932682854	(661) 763-3030
CA	8435	Hishmeh, Essam M.	Development	1121 W Valley Blvd	Tehachapi	935612171	(661) 822-3444
CA	7864	Hishmeh, Essam M.	Development	856a N China Lake Blvd	Ridgecrest	935553544	(760) 384-2800
CA	7859	Hishmeh, Essam M.	Development	3661 Las Posas Rd	Camarillo	930101481	(805) 383-6666
CA	7862	Hishmeh, Essam M.	Development	1137 S Oxnard Blvd	Oxnard	93033	(805) 487-5363
CA	8344	Hishmeh, Essam M.	Development	460 W Pleasant Valley Rd	Oxnard	930337516	(805) 488-8101
CA	8330	Hishmeh, Essam M.	Development	393 W Los Angeles Ave	Moorpark	930211100	(805) 523-3030
CA	7816	Hishmeh, Essam M.	Development	1808 Cliff Dr	Santa Barbara	931091605	(805) 564-4303
CA	8225	Hishmeh, Essam M.	Development	11420 N Ventura Ave	Ojai	93023	(805) 640-0080
CA	7861	Hishmeh, Essam M.	Development	1017 N Ventura Ave	Ventura	930011786	(805) 648-1100
CA	7867	Hishmeh, Essam M.	Development	5100 Telegraph Rd	Ventura	930034154	(805) 658-0080
CA	8123	Hishmeh, Essam M.	Development	9410 Telephone Rd	Ventura	93004	(805) 658-9911
CA	8232	Hishmeh, Essam M.	Development	185 S Patterson Ave	Santa Barbara	931112074	(805) 683-1155
CA	8234	Hishmeh, Essam M.	Development	1039 Casitas Pass Rd	Carpinteria	930132108	(805) 684-8371
CA	7880	Hishmeh, Essam M.	Development	3734 Constellation Rd	Lompoc	934360447	(805) 733-4555
CA	7882	Hishmeh, Essam M.	Development	700c N H St	Lompoc	934364521	(805) 735-7777
CA	8258	Hishmeh, Essam M.	Development	3006 State St	Santa Barbara	931053304	(805) 898-0606
CA	7881	Hishmeh, Essam M.	Development	713 E Main St	Santa Maria	934544507	(805) 925-8656
CA	8488	Hishmeh, Essam M.	Development	129 S Frontage Rd	Nipoma	934448979	(805) 929-5050
CA	7810	Hishmeh, Essam M.	Development	431 Santa Paula Ojai Rd	Santa Paula	93060	(805) 933-2771
CA	7892	Hishmeh, Essam M.	Development	1098 E Clark Ave	Santa Maria	934555038	(805) 937-7233
CA	7873	Hishmeh, Essam M.	Development	617 N Milpas St	Santa Barbara	931033026	(805) 966-6131
CA	7860	Hishmeh, Essam M.	Development	475 W Channel Islands Blvd	Port Hueneme	930412106	(805) 984-4344
CA	8307	Hishmeh, Essam M.	Development	2581 E Vineyard Ave	Oxnard	930361245	(805) 988-1544
CA	8382	Hishmeh, Essam M.	Development	3555 Clares St	Capitola	950102539	(831) 475-1212

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CA	8302	Hishmeh, Essam M.	Development	512 Main St	Watsonville	950764318	(831) 728-4444
CA	7901	Hishmeh, Essam M.	Development	3264 Adeline St	Berkeley	947032467	(510) 420-1155
CA	8135	Hishmeh, Essam M.	Development	16308 E 14th St	San Leandro	945783110	(510) 481-0333
CA	8553	Hishmeh, Essam M.	Development	450 W El Monte Way	Dinuba	936181584	(559) 595-0555
CA	7769	Hishmeh, Essam M.	Development	1307 E Houston Ave	Visalia	932923945	(559) 732-4040
CA	8552	Hishmeh, Essam M.	Development	3603 Coffee Rd	Bakersfield	933085076	(661) 213-3500
CA	8229	Hishmeh, Essam M.	Development	449 Stony Point Rd	Santa Rosa	954015900	(707) 545-8111
CA	8554	Hishmeh, Essam M.	Development	1776 Tuolumne St	Vallejo	945892619	(707) 645-0555
CA	8566	Hishmeh, Essam M.	Development	100 Robles Way	Vallejo	94591	(707) 649-2306
CA	8576	Hishmeh, Essam M.	Development	10 E Washington St	Petaluma	94952	(707) 762-1000
CA	7914	Hishmeh, Essam M.	Development	1460 E Cotati Ave	Rohnert Park	94928	(707) 795-8227
CA	7729	Hishmeh, Essam M.	Development	529 W Ventura St	Fillmore	930151922	(805) 524-1600
CA	8333	Hishmeh, Essam M.	Development	1655 Mission Dr	Solvang	934633635	(805) 686-1177
CA	8236	Hoffman, Stacy A.		174 W Main St	Brawley	922272353	(760) 344-1860
CA	7944	Holte, Bruno P.		3040 Park Ave	Merced	953483405	(209) 722-8022
CA	8224	Hosseini, Dariush	Development	8320 Lincoln Blvd	Westchester	900452467	(310) 216-6886
CA	7841	Hosseini, Dariush	Development	201 Pacific Coast Hwy	Hermosa Beach	902545358	(310) 318-3344
CA	7837	Hosseini, Dariush	Development	130 E Grand Ave	El Segundo	902453831	(310) 322-6733
CA	8214	Hosseini, Dariush	Development	1544 W Redondo Beach Blvd	Gardena	902473225	(310) 327-0444
CA	8310	Hosseini, Dariush	Development	1865 Lincoln Blvd	Santa Monica	904046510	(310) 396-9696
CA	8546	Hosseini, Dariush	Development	16605 W Sunset Blvd	Pacific Palisades	902723268	(310) 454-1035
CA	8301	Hosseini, Dariush	Development	633 E University Dr	Carson	907461973	(310) 516-9800
CA	8210	Hosseini, Dariush	Development	865 Silver Spur Rd	Rolling Hills Estates	90274	(310) 544-1445
CA	7842	Hosseini, Dariush	Development	3001 N Sepulveda Blvd	Manhattan Beach	902662400	(310) 546-5833
CA	7802	Hosseini, Dariush	Development	1371 Westwood Blvd	Los Angeles	900244940	(310) 824-5000
CA	8113	Hosseini, Dariush	Development	12237 Santa Monica Blvd	Los Angeles	900252517	(310) 826-3030
CA	7806	Hosseini, Dariush	Development	10616 W Pico Blvd	Los Angeles	900642214	(310) 839-0800
CA	7805	Hosseini, Dariush	Development	4238 Sepulveda Blvd	Culver City	902304709	(310) 839-0999
CA	7707	Hosseini, Dariush	Development	4161 Voltaire St	San Diego	921071814	(619) 224-2445
CA	7723	Hosseini, Dariush	Development	1350 6th Ave	San Diego	921014374	(619) 238-2323
CA	7701	Hosseini, Dariush	Development	5185 College Ave	San Diego	921152413	(619) 287-9050
CA	7711	Hosseini, Dariush	Development	1330 Orange Ave	Coronado	921182950	(619) 437-4241
CA	7705	Hosseini, Dariush	Development	1104 E Washington Ave	El Cajon	920193001	(619) 444-2171

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Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
CA	7703	Hosseini, Dariush	Development	702 Highland Ave	National City	919502447	(619) 474-8511
CA	7712	Hosseini, Dariush	Development	1307 Imperial Beach Blvd	Imperial Beach	919323031	(619) 575-2226
CA	7724	Hosseini, Dariush	Development	380 3rd Ave	Chula Vista	919103931	(619) 585-1212
CA	8503	Hosseini, Dariush	Development	943 Otay Lakes Rd	Chula Vista	919133003	(619) 656-3232
CA	7393	Hosseini, Dariush	Development	2559 W Rosamond Blvd	Rosamond	935606267	(661) 256-4200
CA	7776	Hosseini, Dariush	Development	602 E Palmdale Blvd	Palmdale	935502386	(661) 272-0033
CA	8116	Hosseini, Dariush	Development	42056 50th St W	Quartzhill	935363509	(661) 943-2456
CA	7775	Hosseini, Dariush	Development	855 W Avenue K	Lancaster	93535	(661) 948-0991
CA	8100	Hosseini, Dariush	Development	13302 Century Blvd	Garden Grove	928431208	(714) 534-7444
CA	8288	Hosseini, Dariush	Development	12911 Chapman Ave	Garden Grove	928404140	(714) 750-2224
CA	7848	Hosseini, Dariush	Development	1235 S Euclid St	Anaheim	928021903	(714) 776-0111
CA	7893	Hosseini, Dariush	Development	14152 Newport Ave	Tustin	927805104	(714) 832-4900
CA	8380	Hosseini, Dariush	Development	6986 El Camino Real	Carlsbad	920094110	(760) 438-3033
CA	7751	Hosseini, Dariush	Development	301 Mission Ave	Oceanside	92054	(760) 439-5440
CA	7757	Hosseini, Dariush	Development	805 W San Marcos Blvd	San Marcos	920781112	(760) 471-1055
CA	8300	Hosseini, Dariush	Development	603 Sycamore Ave	Vista	920837909	(760) 727-6300
CA	8375	Hosseini, Dariush	Development	1075 B Mission	Fallbrook	92028	(760) 728-1223
CA	7732	Hosseini, Dariush	Development	1021 E Bobier Dr	Vista	920843903	(760) 940-0904
CA	7756	Hosseini, Dariush	Development	2858 Thunder Dr	Oceanside	920564239	(760) 941-8333
CA	8337	Hosseini, Dariush	Development	22643 Ventura Blvd	Woodland Hills	913641416	(818) 224-3300
CA	7815	Hosseini, Dariush	Development	21001 Sherman Way	Canoga Park	913033686	(818) 347-6600
CA	8270	Hosseini, Dariush	Development	8662 Lindley Ave	Northridge	913253318	(818) 349-0995
CA	7887	Hosseini, Dariush	Development	16215 Devonshire St	Granada Hills	913446910	(818) 363-2020
CA	7330	Hosseini, Dariush	Development	12901 Sherman Way	North Hollywood	916057324	(818) 759-0000
CA	7885	Hosseini, Dariush	Development	5166 Lankershim Blvd	North Hollywood	916013799	(818) 769-3733
CA	7966	Hosseini, Dariush	Development	9874 De Soto Ave	Chatsworth	913114411	(818) 882-2200
CA	8243	Hosseini, Dariush	Development	13931 Van Nuys Blvd	Pacoima	913314543	(818) 897-0355
CA	8212	Hosseini, Dariush	Development	17020 Ventura Blvd	Encino	913164127	(818) 981-5811
CA	7787	Hosseini, Dariush	Development	6846 Reseda Blvd	Reseda	913358509	(818) 996-7996
CA	7808	Hosseini, Dariush	Development	18957 Ventura Blvd	Tarzana	913563229	(818) 996-9690
CA	7741	Hosseini, Dariush	Development	6401 Platt Ave	West Hills	91307	(818) 999-3030
CA	8314	Hosseini, Dariush	Development	2015 Garnet Ave	San Diego	921093596	(858) 274-3030
CA	8407	Hosseini, Dariush	Development	3211 Holiday Ct	La Jolla	920370024	(858) 452-8273

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CA	8423	Hosseini, Dariush	Development	9889 Carmel Mountain Rd	San Diego	921292811	(858) 484-3030
CA	7479	Hosseini, Dariush	Development	12265 Scripps Poway Pkwy	Poway	920646151	(858) 549-4343
CA	7715	Hosseini, Dariush	Development	10606 Camino Ruiz	San Diego	921263263	(858) 566-9480
CA	8505	Hosseini, Dariush	Development	3485 Del Mar Heights Rd	San Diego	921302125	(858) 794-2929
CA	7748	Hosseini, Dariush	Development	10068 Arrow Rte	Rancho Cucamonga	917304194	(909) 987-8000
CA	8269	Hosseini, Dariush	Development	10431 Lemon Ave	Alta Loma	917373700	(909) 989-7777
CA	7772	Hosseini, Dariush	Development	1180 Hamner Ave	Norco	92860	(951) 734-2222
CA	7852	Hosseini, Dariush	Development	469 Magnolia Ave	Corona	928793304	(951) 737-9000
CA	7803	Hosseini, Dariush	Development	2484 Lincoln Blvd	Venice	902915041	(310) 821-6656
CA	8556	Hosseini, Dariush	Development	4415 Imperial Ave	San Diego	92119	(619) 264-1000
CA	8657	Hosseini, Dariush	Development	3806 Chosin Avenue	San Diego	921400001	(619) 344-0850
CA	7708	Hosseini, Dariush	Development	10251 Mast Blvd	Santee	920712793	(619) 449-5400
CA	8555	Hosseini, Dariush	Development	8726 Lake Murray Blvd	San Diego	921192701	(619) 465-4123
CA	8544	Hosseini, Dariush	Development	3388 Palm Ave	San Diego	921541662	(619) 575-4160
CA	8562	Hosseini, Dariush	Development	3707 Avocado Blvd	La Mesa	919417301	(619) 660-9088
CA	8574	Hosseini, Dariush	Development	1100 Kincheloe Ave	Edwards AFB	935241802	(661) 258-4907
CA	8339	Hosseini, Dariush	Development	4604 E Avenue S	Palmdale	935524453	(661) 285-7400
CA	8115	Hosseini, Dariush	Development	1007 E Avenue J	Lancaster	935353839	(661) 945-9456
CA	7844	Hosseini, Dariush	Development	1811 W Commonwealth Ave	Fullerton	928333041	(714) 447-4444
CA	8360	Hosseini, Dariush	Development	1015 S Main St	Santa Ana	927015751	(714) 565-7900
CA	8550	Hosseini, Dariush	Development	20845 Vandergrift Dr	Camp Pendleton	92049	(760) 430-7180
CA	8548	Hosseini, Dariush	Development	1854 Marron Rd	Carlsbad	920081185	(760) 729-1556
CA	8561	Hosseini, Dariush	Development	415 Santa Fe Dr	Encinitas	920245134	(760) 753-1855
CA	7866	Hosseini, Dariush	Development	17650 Chatsworth St	Granada Hills	913445601	(818) 368-1157
CA	8273	Hosseini, Dariush	Development	8313 Laurel Canyon Blvd	Sun Valley	913523809	(818) 768-7888
CA	8545	Hosseini, Dariush	Development	15817 Bernardo Center Dr	San Diego.	921272322	(858) 485-0330
CA	8551	Hosseini, Dariush	Development	5305 Miramar Way Mcas Air Sta	San Diego	921450001	(858) 530-8750
CA	7875	Hosseini, Dariush	Development	1650 E 4th St	Ontario	917642632	(909) 395-9590
CA	7739	Hosseini, Dariush	Development	9885 Central Ave	Montclair	917632850	(909) 447-6730
CA	8156	Hosseini, Dariush	Development	366 W Foothill Blvd	Claremont	917112709	(909) 624-1960
CA	8547	Hosseini, Dariush	Development	22972 Moulton Pkwy	Laguna Hills	926531219	(949) 380-4150
CA	8575	Hosseini, Dariush	Development	2621 Green River Rd	Corona	92882	(951) 273-1566
CA	8549	Hosseini, Dariush	Development	671 N State St	San Jacinto	925836577	(951) 654-0540

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CA	7737	Hosseini, Dariush	Development	12411 Limonite Ave	Eastvale	91752	(951) 727-8211
CA	8240	Iqbal, Ali Hassan		5313 Prospect Rd	San Jose	951295028	(408) 253-3030
CA	8290	Iqbal, Ali Hassan		1710 Berryessa Rd	San Jose	951331056	(408) 259-9090
CA	8536	Iqbal, Ali Hassan		2766 Aborn Rd	San Jose	951211204	(408) 270-6000
CA	7984	Iqbal, Ali Hassan		907 Del Mar Ave	San Jose	951283517	(408) 287-3755
CA	7994	Iqbal, Ali Hassan		576 E Santa Clara St	San Jose	95112	(408) 298-3030
CA	8392	Iqbal, Ali Hassan		615 Caliente Dr	Sunnyvale	940853215	(408) 732-3030
CA	8167	Kelly, Patrick J.		708 W 11th St	Tracy	953763715	(209) 836-3636
CA	8142	Khazan, Houman		16486 Bolsa Chica St	Huntington Beach	926492603	(714) 840-9200
CA	8118	Khazan, Houman		393 Redondo Ave	Long Beach	908142656	(562) 434-9971
CA	8367	Khazan, Houman		2934 Westminster Ave	Seal Beach	907405305	(562) 493-2212
CA	8313	Kraniger, Mark J.		5742 E Olympic Blvd	City Of Commerce	900225120	(323) 888-1555
CA	7972	Kraniger, Mark J.		987 Edgewood Cir	S. Lake Tahoe	961507860	(530) 543-1235
CA	7871	Kraniger, Mark J.		1073 N Hacienda Blvd	La Puente	917442020	(626) 369-5080
CA	8274	Kraniger, Mark J.		18770 Amar Rd	Walnut	917894100	(626) 913-4044
CA	8128	Kraniger, Mark J.		14604 Ramona Blvd	Baldwin Park	917063363	(626) 960-5002
CA	8384	Kraniger, Mark J.		1934 Meridian Blvd	Mammoth Lakes	93546	(760) 934-5555
CA	8389	Kraniger, Mark J.		30242- B-1B Crown Valley Pkwy	Laguna Niguel	92677	(949) 249-1522
CA	7752	Kraniger, Mark J.		1502 N El Camino Real	San Clemente	926725906	(949) 498-9002
CA	8309	Kraniger, Mark J.		23082-B Ridge Route Dr	Lake Forest	92630	(949) 770-2112
CA	8110	Kraniger, Mark J.		4561 Peck Rd	El Monte	917321960	(626) 448-3030
CA	8192	Kraniger, Mark J.		1725 Nogales St	Rowland Heights	917482955	(626) 912-1130
CA	7830	Kraniger, Mark J.		21172 Beach Blvd	Huntington Beach	926485404	(714) 960-6511
CA	8132	La Mountain, Doyle		6805 Sepulveda Blvd	Van Nuys	914054402	(818) 909-0088
CA	7494	La Mountain, Doyle		26517 State Highway 18	Rim Forest	923780010	(909) 336-1255
CA	7749	La Mountain, Doyle		33562 Yucaipa Blvd	Yucaipa	923992072	(909) 790-2903
CA	7900	La Mountain, Doyle		345 Pearl Ave	Redlands	923743173	(909) 798-2997
CA	8292	La Mountain, Doyle		3654 E. Highland Ave	Highland	923462605	(909) 863-1200
CA	8219	La Mountain, Doyle		4275 University Pkwy	San Bernardino	924077044	(909) 880-1831
CA	7820	La Mountain, Doyle		24986 3rd St	San Bernardino	924105100	(909) 884-6421
CA	7874	La Mountain, Doyle		14550 Chase St	Panorama City	914023766	(818) 891-7991
CA	7736	La Mountain, Doyle		229 W Valley Blvd	Colton	92324	(909) 383-8080
CA	8308	La Mountain, Doyle		22583 Barton Rd	Grand Terrace	923135203	(909) 783-3030

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CA	8251	La Mountain, Doyle		25715 Redlands Blvd	Redlands	923738460	(909) 796-1100
CA	7735	La Mountain, Doyle		461 W Base Line Rd	Rialto	923763379	(909) 874-5980
CA	7821	La Mountain, Doyle		1644 E Highland Ave	San Bernardino	924044685	(909) 881-2521
CA	8340	Lam, Danh Cong		24681 La Plz	Dana Point	926292562	(949) 496-4646
CA	7973	Larsen, Robert W.		2931 Harbor St	Pittsburg	94565-5464	(925) 427-3030
CA	8188	Lee, Lin J.		1561 Farmers Ln	Santa Rosa	954057525	(707) 578-6161
CA	8516	Lewis, Daniel W.		38487 Fremont Blvd	Fremont	945366045	(510) 494-8094
CA	8386	Mahoney, Paul M.		2220 N Moorpark Rd	Thousand Oaks	913603171	(805) 497-7911
CA	7889	Mahoney, Paul M.		4467 Van Nuys Blvd	Sherman Oaks	914032911	(818) 783-3900
CA	7801	Manos, Anthony P.	Development	2803 S Figueroa St	Los Angeles	900073258	(213) 746-9999
CA	8226	Manos, Anthony P.	Development	4285 W El Segundo Blvd	Hawthorne	902504548	(310) 219-0008
CA	8180	Manos, Anthony P.	Development	371 S Doheny Dr	Beverly Hills	902113508	(310) 273-8600
CA	7840	Manos, Anthony P.	Development	730 S Pacific Coast Hwy	Redondo Beach	902774205	(310) 316-6172
CA	8144	Manos, Anthony P.	Development	24404 Hawthorne Blvd	Torrance	905056507	(310) 373-3372
CA	7827	Manos, Anthony P.	Development	1360 N Avalon Blvd	Wilmington	907442638	(310) 513-8040
CA	8306	Manos, Anthony P.	Development	2815 S Robertson Blvd	Los Angeles	900342405	(310) 559-3030
CA	7747	Manos, Anthony P.	Development	11391 Long Beach Blvd	Lynwood	902623300	(310) 604-1299
CA	7886	Manos, Anthony P.	Development	1510 S Gaffey St	San Pedro	907314626	(310) 832-4521
CA	8432	Manos, Anthony P.	Development	2025 E Florence Ave	Los Angeles	900012754	(323) 587-0300
CA	8205	Manos, Anthony P.	Development	2251 W Rosecrans Ave	Compton	90222	(323) 756-3030
CA	8391	Manos, Anthony P.	Development	5151 W Pico Blvd	Los Angeles	900194149	(323) 934-3030
CA	8284	Manos, Anthony P.	Development	501 W Willow St	Long Beach	908062830	(562) 427-6612
CA	7888	Manos, Anthony P.	Development	4227 Atlantic Ave	Long Beach	908072801	(562) 492-1323
CA	7846	Manos, Anthony P.	Development	122 W Commonwealth Ave	Fullerton	92832	(714) 525-5811
CA	7744	Manos, Anthony P.	Development	1621 W Chapman Ave	Orange	928682707	(714) 978-9711
CA	7746	Manos, Anthony P.	Development	1383 S Diamond Bar Blvd	Diamond Bar	917652208	(909) 861-9606
CA	8493	Manos, Anthony P.	Development	1100 S Coast Hwy	Laguna Beach	926512972	(949) 376-0333
CA	8352	Manos, Anthony P.	Development	21028 Hawthorne Blvd	Torrance	90503	(310) 316-8199
CA	8119	Manos, Anthony P.	Development	1640 W Carson St	Torrance	905013877	(310) 533-1174
CA	8280	Manos, Anthony P.	Development	15114 Inglewood Ave	Lawndale	90260	(310) 676-0017
CA	7824	Manos, Anthony P.	Development	2717 E Slauson Ave	Huntington Park	902553002	(323) 589-7374
CA	7853	Manos, Anthony P.	Development	1158 E 7th St	Long Beach	908134868	(562) 437-4868
CA	7813	Manos, Anthony P.	Development	5538 Del Amo Blvd	Lakewood	907132308	(562) 496-3333

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CA	7745	Manos, Anthony P.	Development	2221 Palo Verde Ave	Long Beach	90815	(562) 594-4506
CA	7843	Manos, Anthony P.	Development	309 N Harbor Blvd	La Habra	906314846	(562) 691-4555
CA	8283	Manos, Anthony P.	Development	548 S State College Blvd	Anaheim	928064223	(657) 549-6984
CA	8238	Manos, Anthony P.	Development	103 W Central Ave	Brea	928217512	(714) 529-7575
CA	8351	Manos, Anthony P.	Development	5595 E Santa Ana Canyon Rd	Anaheim Hills	928073151	(714) 637-6111
CA	8151	Manos, Anthony P.	Development	2143 N Tustin St	Orange	928653709	(714) 974-3000
CA	8448	Martin, Roosevelt Jr.		8127 Mulberry Ave	Fontana	923350562	(909) 356-4114
CA	8414	Martin, Roosevelt Jr.		1377 S Lilac Ave	Bloomington	923162169	(909) 820-3000
CA	7738	Martin, Roosevelt Jr.		16863 Foothill Blvd	Fontana	923358400	(909) 823-4401
CA	8372	Mauch, Oliver H.		2360 Main St	Morro Bay	934421662	(805) 772-6151
CA	8508	Meussner, Harry J.		2272 Michelson Dr	Irvine	926121331	(949) 222-0333
CA	8513	Meussner, Harry J.		31961 Dove Canyon Dr	Trabuco Canyon	926793750	(949) 888-8555
CA	7704	Miessner, Eric P.		936 Broadway	El Cajon	920214705	(619) 442-9245
CA	7717	Miessner, Eric P.		10135 Maine Ave	Lakeside	920403111	(619) 561-3500
CA	7417	Miessner, Eric P.		1304 Main St	Ramona	920652127	(760) 788-6644
CA	7710	Miessner, Eric P.		4120 Clairemont Mesa Blvd	San Diego	921172718	(858) 483-6700
CA	8422	Miller, Ryan P.		4200 Chino Hills Pkwy	Chino Hills	917093778	(909) 393-8256
CA	7849	Miller, Ryan P.		24578 Sunnymead Blvd	Moreno Valley	925533789	(951) 924-1931
CA	7770	Mollaghasemi-Tabrizi, Gholamhossein		2306 Brundage Ln	Bakersfield	933042706	(661) 323-3030
CA	7780	Mollaghasemi-Tabrizi, Gholamhossein		2651 Oswell St	Bakersfield	933063149	(661) 872-4321
CA	7725	Mollaghasemi-Tabrizi, Gholamhossein		2915 Van Buren Blvd	Riverside	925035693	(951) 359-4444
CA	8511	Mollaghasemi-Tabrizi, Gholamhossein		19510 Van Buren Blvd	Riverside	925089457	(951) 656-2222
CA	7394	Mollaghasemi-Tabrizi, Gholamhossein		8300 Limonte Ave	Riverside	92509-5174	(951) 685-7777
CA	7854	Mollaghasemi-Tabrizi, Gholamhossein		11170 Magnolia Ave	Riverside	92505	(951) 785-8888
CA	8326	Mollaghasemi-Tabrizi, Gholamhossein		4100 Central Ave	Riverside	925062933	(951) 787-9999
CA	7850	Mollaghasemi-Tabrizi, Gholamhossein		4012 Chicago Ave	Riverside	925075340	(951) 788-4141
CA	8246	Mollaghasemi-Tabrizi, Gholamhossein		6401 White Ln	Bakersfield	933097786	(661) 397-3030
CA	7781	Mollaghasemi-Tabrizi, Gholamhossein		1904 N Chester Ave	Bakersfield	933082651	(661) 399-1212
CA	8146	Mollaghasemi-Tabrizi, Gholamhossein		2501 White Ln	Bakersfield	933046802	(661) 831-1000
CA	7895	Munoz, Kenneth W.		15900 Crenshaw Blvd	Gardena	902494875	(310) 327-7266
CA	7419	Nowlan, Thomas E.		77920 Country Club Dr	Palm Desert	922113406	(760) 200-0802
CA	8368	Nowlan, Thomas E.		11452 Bartlett Ave	Adelanto	923011917	(760) 246-7303
CA	8266	Nowlan, Thomas E.		13900 Palm Dr	Desert Hot Springs	922405968	(760) 251-1444

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CA	8121	Nowlan, Thomas E.		74580 Highway 111	Palm Desert	92260	(760) 340-5002
CA	8271	Nowlan, Thomas E.		81942 Highway 111	Indio	92201	(760) 342-0028
CA	8148	Nowlan, Thomas E.		72440 Ramon Rd	Thousand Palms	922763338	(760) 343-0817
CA	8316	Nowlan, Thomas E.		58146 Twentynine Palms Highway	Yucca Valley	92284	(760) 365-7730
CA	8362	Nowlan, Thomas E.		51616 Harrison St	Coachella	922361525	(760) 398-3030
CA	8409	Nowlan, Thomas E.		78-134 Calle Tampico	La Quinta	922532044	(760) 564-8525
CA	8485	Nowlan, Thomas E.		31855 Date Palm Dr	Cathedral City	922344952	(760) 778-5555
CA	8537	Nowlan, Thomas E.		Marine Corps Air Ground Combat Ctr	Twentynine Palms	92278	(760) 830-1700
CA	8359	Nowlan, Thomas E.		20200 Highway 18	Apple Valley	92307	(760) 946-2323
CA	8255	Nowlan, Thomas E.		640 W Main St	Barstow	923112757	(760) 256-0668
CA	8166	Nowlan, Thomas E.		425 S Sunrise Way	Palm Springs	922627666	(760) 320-4041
CA	8349	Nowlan, Thomas E.		3668 Adobe Rd	Twentynine Palms	922774439	(760) 367-2273
CA	8442	Nowlan, Thomas E.		15263 Hook Blvd	Victorville	923942123	(760) 951-1782
CA	8305	O'Connell, Timothy		270 S Rampart Blvd	Los Angeles	900571404	(213) 383-1330
CA	7947	Patibandla Rao, Malli	Development	9321 Thornton Rd	Stockton	952091870	(209) 951-3030
CA	8335	Patibandla Rao, Malli	Development	707 E March Ln	Stockton	952075864	(209) 956-3030
CA	8193	Patibandla Rao, Malli	Development	4815 Valley Blvd	Los Angeles	900323300	(323) 222-7722
CA	8458	Patibandla Rao, Malli	Development	520 W Avenue 26	Los Angeles	900651016	(323) 225-1080
CA	7857	Patibandla Rao, Malli	Development	803 Whittier Blvd	Montebello	90640	(323) 262-3030
CA	8131	Patibandla Rao, Malli	Development	6051 Hollywood Blvd	Hollywood	900285485	(323) 463-7044
CA	7884	Patibandla Rao, Malli	Development	5065 Hollywood Blvd	Hollywood	900276100	(323) 662-6666
CA	8244	Patibandla Rao, Malli	Development	7125 Beverly Blvd	Los Angeles	900362538	(323) 936-1140
CA	7763	Patibandla Rao, Malli	Development	2304 W. Shaw Ave	Fresno	93711	(559) 229-1515
CA	8345	Patibandla Rao, Malli	Development	63 W Shaw Ave	Clovis	936123732	(559) 298-9111
CA	8177	Patibandla Rao, Malli	Development	6780 N Blackstone Ave	Fresno	937103506	(559) 431-3001
CA	8489	Patibandla Rao, Malli	Development	1129 C St	Fresno	937063216	(559) 486-7000
CA	7823	Patibandla Rao, Malli	Development	1001 E Las Tunas Dr	San Gabriel	917761614	(626) 287-0901
CA	7791	Patibandla Rao, Malli	Development	8350 Garvey Ave	Rosemead	917702651	(626) 288-3030
CA	8111	Patibandla Rao, Malli	Development	703 S Atlantic Blvd	Alhambra	918032202	(626) 289-5694
CA	7792	Patibandla Rao, Malli	Development	348 W Huntington Dr	Monrovia	910163202	(626) 303-2655
CA	7894	Patibandla Rao, Malli	Development	15908 Halliburton Rd	Hacienda Heights	917453505	(626) 369-0999
CA	8406	Patibandla Rao, Malli	Development	829 S Atlantic Blvd	Monterey Park	917544735	(626) 576-2000
CA	8126	Patibandla Rao, Malli	Development	1937 Tyler Ave	South El Monte	917333619	(626) 579-3030

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CA	8127	Patibandla Rao, Malli	Development	1935 E Colorado Blvd	Pasadena	911074263	(626) 584-0866
CA	8141	Patibandla Rao, Malli	Development	633 S Arroyo Pkwy	Pasadena	911053258	(626) 584-1976
CA	8402	Patibandla Rao, Malli	Development	7213 Foothill Blvd	Tujunga	910422718	(818) 352-0030
CA	8242	Patibandla Rao, Malli	Development	13044 Glenoaks Blvd	Sylmar	913424030	(818) 367-3033
CA	8342	Patibandla Rao, Malli	Development	12040 Foothill Blvd	Lakeview Terrace	913426455	(818) 686-0303
CA	8122	Patibandla Rao, Malli	Development	8126 Sunland Blvd	Sun Valley	913523948	(818) 768-8833
CA	8424	Patibandla Rao, Malli	Development	15245 Roscoe Blvd	Panorama City	914024401	(818) 893-7777
CA	7789	Patibandla Rao, Malli	Development	101 N MacLay Ave	San Fernando	913402906	(818) 898-3003
CA	7784	Patibandla Rao, Malli	Development	11674 Ventura Blvd	Studio City	916042613	(818) 980-1999
CA	8519	Patibandla Rao, Malli	Development	7451 Auburn Blvd	Citrus Heights	956102992	(916) 726-3030
CA	8358	Patibandla Rao, Malli	Development	1381 West Sunset Blvd	Los Angeles	90026	(213) 413-8444
CA	7804	Patibandla Rao, Malli	Development	902 N La Cienega Blvd	Los Angeles	900694710	(310) 855-1899
CA	8173	Patibandla Rao, Malli	Development	5524 York Blvd	Los Angeles	900422404	(323) 255-5999
CA	7743	Patibandla Rao, Malli	Development	1759 Colorado Blvd	Los Angeles	900411348	(323) 256-5991
CA	8289	Patibandla Rao, Malli	Development	3502 W Sunset Blvd	Los Angeles	900262106	(323) 667-2323
CA	8318	Patibandla Rao, Malli	Development	4543 E Kings Canyon Rd	Fresno	937023708	(559) 251-7000
CA	8355	Patibandla Rao, Malli	Development	9443 Las Tunas Dr	Temple City	917802100	(626) 285-0033
CA	8164	Patibandla Rao, Malli	Development	2057 N Los Robles Ave	Pasadena	911041109	(626) 791-9285
CA	8223	Patibandla Rao, Malli	Development	1802 E Washington Blvd	Pasadena	911042755	(626) 794-3030
CA	8568	Patibandla Rao, Malli	Development	3119 Broadway	Sacramento	958171926	(916) 504-3030
CA	8569	Patibandla Rao, Malli	Development	1901 J St	Sacramento	95811	(916) 504-3399
CA	8578	Patibandla Rao, Malli	Development	7385 Greenhaven Dr	Sacramento	95831	(916) 504-4000
CA	8558	Patibandla Rao, Malli	Development	9171 Elk Grove Florin Rd	Elk Grove	956244051	(916) 686-8800
CA	8583	Patibandla Rao, Malli	Development	1500 W El Camino Ave	Sacramento	95833	(916) 974-4400
CA	7915	Pattee, Thomas S.		97 Woodland Ave	San Rafael	949015100	(415) 456-9950
CA	8102	Pattee, Thomas S.		247 Shoreline Hwy	Mill Valley	949413664	(415) 381-1900
CA	7978	Rahim, Abdul Hadi		33600 Alvarado Niles Rd	Union City	945874301	(510) 487-8787
CA	7934	Rahimi, Shakaib		29619 Mission Blvd	Hayward	945446130	(510) 886-3030
CA	8108	Rahimi, Shakaib		22525 Main St	Hayward	945414101	(510) 537-3700
CA	8106	Rahimi, Shakaib		22962 Clawiter Rd	Hayward	945451335	(510) 783-9950
CA	7985	Ramirez, Saul		3853 7 Trees Blvd	San Jose	951113441	(408) 578-3030
CA	7921	Ramirez, Saul		35248 Newark Blvd	Newark	945601222	(510) 796-4440
CA	8501	Rea, Samuel L.		900 W Birch St	Calexico	92231	(760) 768-3030

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CA	7912	Rea, Samuel L.		422 N Imperial Ave	El Centro	922432329	(760) 353-8100
CA	8475	Riddle, Charles M.		1036 E Broadway St	Needles	923633809	(760) 326-3030
CA	7980	Root, Lawrence M.		324 Walnut St	Chico	959285053	(530) 891-5888
CA	7818	Ryan, Dennis W.		110 W Foothill Blvd	Glendora	917413364	(626) 914-3881
CA	8252	Ryan, Dennis W.		200 W Foothill Blvd	Azusa	917022300	(626) 969-3030
CA	7835	Ryan, Dennis W.		3902 E Chapman Ave	Orange	928693915	(714) 538-8881
CA	8341	Saalabi, Mahmood		4746 E Cesar E Chavez Ave	East Los Angeles	900221234	(323) 268-3030
CA	7807	Saalabi, Mahmood		15500 Paramount Blvd	Paramount	907234331	(562) 408-1531
CA	7826	Saalabi, Mahmood		9353 Alondra Blvd	Bellflower	907064211	(562) 920-8353
CA	8376	Saalabi, Mahmood		1740 S Hoover St	Los Angeles	900064912	(213) 748-7774
CA	8347	Saalabi, Mahmood		5401 S Figueroa St	Los Angeles	900373760	(323) 753-6888
CA	7932	Salabi, Hamid		3207 Cabrillo Ave	Santa Clara	950512226	(408) 241-2828
CA	8147	Saletta, Brenda L.		2084 9th St	Los Osos	934023256	(805) 528-0800
CA	8452	Scheiper, Robert J.		955 N La Brea Ave	Inglewood	903022207	(310) 673-9090
CA	7836	Scheiper, Robert J.		23565 S Avalon Blvd	Carson	907455522	(310) 549-1600
CA	7833	Scheiper, Robert J.		901 S La Brea Ave	Inglewood	903013815	(310) 677-1900
CA	8157	Scheiper, Robert J.		2101 W Century Blvd	Los Angeles	900474007	(323) 756-0080
CA	8500	Schubert, Craig		2056 Eureka Way	Redding	960010429	(530) 244-3030
CA	8528	Schubert, Craig		333 S Main St	Red Bluff	960804352	(530) 529-5555
CA	8447	Schwesinger, Dennis E.		23329 Lyons Ave	Valencia	913553059	(661) 254-0300
CA	7734	Schwesinger, Dennis E.		2408a Stearns St	Simi Valley	930632418	(805) 522-9022
CA	7822	Schwesinger, Dennis E.		665 E Los Angeles Ave	Simi Valley	930651830	(805) 527-7493
CA	7992	Sedrak, Armen		2391 Mission St	Santa Cruz	950605200	(831) 429-9955
CA	8577	Sedrak, Armen		838 Oakdale Rd	Modesto	95355	(209) 491-2570
CA	8194	Sedrak, Armen		992 W El Camino Real	Sunnyvale	940871155	(408) 736-3666
CA	7993	Sedrak, Armen		1245 First St	Gilroy	95020	(408) 842-6970
CA	8540	Sedrak, Armen		3617 E Foothill Blvd	Pasadena	91107	(626) 351-6020
CA	8168	Sedrak, Armen		10652 Riverside Dr	North Hollywood	916022319	(818) 769-2800
CA	7828	Sedrak, Armen		2712 Foothill Blvd	La Crescenta	912144505	(818) 957-8333
CA	8278	Sedrak, Armen		154 Country Club Gate Ctr	Pacific Grove	939505022	(831) 372-1999
CA	7991	Sedrak, Armen		265 Reservation Rd	Marina	93933-3184	(831) 883-4040
CA	7990	Sedrak, Armen		1022 Broadway Ave	Seaside	939554902	(831) 899-4557
CA	8175	Shahrivari, Kiana		30867 E Thousand Oaks Blvd	Westlake Village	91362-4039	(818) 735-5400

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CA	7956	Sharifi, Salim M.		153 Peabody Rd	Vacaville	956874735	(707) 447-4004
CA	7931	Sharifi, Sammy M.		1711 W El Camino Real	Mountain View	940402454	(650) 964-4001
CA	7437	Sharifi, Sammy M.		8300 Brentwood Blvd	Brentwood	945131172	(925) 240-8555
CA	7929	Sharifi, Sammy M.		90 S L St	Livermore	945503102	(925) 443-4333
CA	8103	Sharifi, Sammy M.		500 Bollinger Canyon Way	San Ramon	945825252	(925) 735-0114
CA	8160	Sharifi, Sammy M.		2333b Buchanan Rd	Antioch	945094402	(925) 757-3030
CA	7918	Sharifi, Sammy M.		3170 Santa Rita Rd	Pleasanton	945668379	(925) 846-8888
CA	7742	Shehadeh, Issa J.		861 Gray Ave	Yuba City	959913613	(530) 673-3131
CA	8416	Shehadeh, Issa J.		5999 Lindhurst Ave	Marysville	959016100	(530) 741-3030
CA	7954	Shehadeh, Issa J.		1700 W Imola Ave	Napa	945594720	(707) 252-3030
CA	8563	Shehadeh, Issa J.		3083 Travis Blvd	Fairfield	94534	(707) 425-4456
CA	8541	Shehadeh, Issa J.		2246 Sunrise Blvd	Rancho Cordova/Gold River	956704367	(916) 822-8999
CA	7906	Syed, Nadeem H.		7250 Fair Oaks Blvd	Carmichael	956086451	(916) 489-4800
CA	7754	Syriani, Joseph		120 E Lincoln Ave	Escondido	920263038	(760) 480-0800
CA	7753	Syriani, Joseph		410 W Felicita Ave	Escondido	920256532	(760) 747-7300
CA	8293	Syriani, Raja		31546 Railroad Canyon Rd	Canyon Lake	925879433	(951) 244-5111
CA	8332	Syriani, Raja		2435 W Florida Ave	Hemet	925453688	(951) 658-0026
CA	8433	Syriani, Raja		26920 Cherry Hills Blvd	Sun City	925862574	(951) 672-1545
CA	8327	Syriani, Raja		33982 Mission Trl	Wildomar	925958166	(951) 674-7766
CA	8200	Syriani, Raja		31165 Hwy 79 South	Temecula	92592	(951) 676-0707
CA	7389	Syriani, Raja		40404 California Oaks Rd	Murrieta	925625786	(951) 696-0117
CA	8468	Syriani, Raja		26684 Margarita Rd	Murrieta	92562	(951) 698-5581
CA	8120	Syriani, Raja		4160 E Florida Ave	Hemet	925445079	(951) 927-1101
CA	8571	Syriani, Raja		28047 Scott Rd	Murrieta	92563	(951) 566-9888
CA	8264	Talarico, Mark D.		2138 Spring St	Paso Robles	934461454	(805) 239-8505
CA	8206	Talarico, Mark D.		8307 El Camino Real	Atascadero	93422	(805) 466-7880
CA	7891	Talarico, Mark D.		1205 E Grand Ave	Arroyo Grande	934202419	(805) 481-3171
CA	7890	Talarico, Mark D.		866 E Foothill Blvd	San Luis Obispo	934051763	(805) 544-3636
CA	7870	Talarico, Mark D.		955 Embarcadero Del Mar	Isla Vista	931174800	(805) 968-8272
CA	7883	Tapia, Fernando		14234 Imperial Hwy	La Mirada	90638	(562) 229-3070
CA	8564	Tapia, Fernando		13297 South St	Cerritos	90703	(562) 263-3020
CA	8125	Tapia, Fernando		10807 Beverly Blvd	Whittier	906012500	(562) 695-2600
CA	8133	Tapia, Fernando		7433 Florence Ave	Downey	902403608	(562) 806-4631

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CA	7839	Tapia, Fernando		12210 Artesia Blvd	Artesia	907014345	(562) 860-3320
CA	8230	Tapia, Fernando		7840 Imperial Hwy	Downey	902423457	(562) 861-3030
CA	7817	Tapia, Fernando		10948 Imperial Hwy	Norwalk	906502287	(562) 864-9951
CA	7845	Tapia, Fernando		13205a Whittier Blvd	Whittier	906023050	(562) 945-7691
CA	7774	Tapia, Fernando		5024 Ball Rd	Cypress	906303644	(714) 761-0606
CA	7779	Tapia, Fernando		8682 Beach Blvd	Buena Park	906204808	(714) 761-6333
CA	8170	Tapia, Fernando		1913 N Placentia Ave	Placentia	928702201	(714) 993-9300
CA	7869	Tapia, Fernando		12154 Central Ave	Chino	917102420	(909) 591-7471
CA	8215	Tapia, Fernando		2550 B South Vineyard Ave	Ontario	91761-6481	(909) 673-0383
CA	8565	Tapia, Fernando		1927 Harbor Blvd	Costa Mesa	92627	(949) 200-3610
CA	8477	Tapia, Fernando		230 E 17th St	Costa Mesa	926277326	(949) 642-3311
CA	8431	Taylor, Joney E.		1440 Beaumont Ave	Beaumont	922236820	(951) 769-5777
CA	7733	Taylor, Joney E.		3083 W Ramsey St	Banning	922203747	(951) 849-7770
CA	7713	Tobie, Pamela A.		4701 El Cajon Blvd	San Diego	921154518	(619) 281-1975
CA	7718	Tobie, Pamela A.		1925 El Cajon Blvd	San Diego	921041004	(619) 294-4570
CA	8245	Tobie, Pamela A.		5265 Linda Vista Rd	San Diego	921102604	(619) 296-2220
CA	7719	Tobie, Pamela A.		7960 University Ave	La Mesa	919425575	(619) 589-6313
CA	7702	Tobie, Pamela A.		3520 Ashford St	San Diego	921114300	(858) 292-6991
CA	7714	Tobie, Pamela A.		10789 Tierrasanta Blvd	San Diego	921242613	(858) 560-6112
CA	8443	Todd, Virgil L.		725 W Hobsonway	Blythe	922251514	(760) 921-3030
CA	8518	Tran, Tung Huu		3536 E. Coast Hwy	Corona Del Mar	92625	(949) 673-3653
CA	8338	Turner, D. Craig	Development	402 E Charter Way	Stockton	952061467	(209) 464-0303
CA	8560	Turner, D. Craig	Development	5131 Foothills Blvd	Roseville	957476561	(916) 787-0430
CA	8573	Turner, D. Craig	Development	2221 Sunset Blvd	Rocklin	95765	(916) 672-6630
CA	8559	Turner, D. Craig	Development	8008 Walerga Rd	Antelope	958439003	(916) 721-0304
CA	8580	Turner, D. Craig	Development	8405 Sierra College Blvd	Roseville	95661	(916) 773-3030
CA	8584	Turner, D. Craig	Development	421 Blue Ravine Rd	Folsom	95630	(916) 983-3003
CA	7902	Van Zile, Thomas		1421 Solano Ave	Albany	947062123	(510) 526-9346
CA	8354	Varessi, Simone		1315 W Warner Ave	Santa Ana	927045118	(714) 979-3030
CA	8509	Varessi, Simone		1510 Baker St	Costa Mesa	926263732	(714) 435-7900
CA	8261	Varner, Russell L.		16738 Lakeshore Dr	Lake Elsinore	925304933	(951) 245-2882
CA	8321	Varner, Russell L.		24853 Alessandro Blvd	Moreno Valley	925536102	(951) 924-5997
CA	8248	Varner, Russell L.		2560 N Perris Blvd	Perris	925713253	(951) 943-4443

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CA	7765	Vizzolini, Matt J.		424 E Tulare Ave	Tulare	932744219	(559) 686-8583
CA	7767	Weinsoff, Jack M.		2405 Michael Dr	Newbury Park	913203259	(805) 499-0681
CA	7995	Wilcox, David		1909 Tully Rd	San Jose	951221844	(408) 923-3030
CA	8421	Wilcox, David		5200 Geary Blvd	San Francisco	941182818	(415) 387-3030
CA	8134	Wilcox, David		320 Bay Shore Blvd	San Francisco	941241507	(415) 647-8400
CA	8418	Wilcox, David		3116 Noriega St	San Francisco	941224046	(415) 681-8100
CA	7764	Wilcox, David		876 Geary St	San Francisco	941097228	(415) 776-0400
CA	7925	Wilcox, David		100 5th Ave	Redwood City	940633604	(650) 298-8911
CA	7930	Wilcox, David		240b Cambridge Ave	Palo Alto	943061504	(650) 326-6552
CA	7927	Wilcox, David		169 E 4th Ave	San Mateo	944014003	(650) 344-3030
CA	7919	Wilcox, David		1301 Palmetto Ave	Pacifica	940442272	(650) 355-7300
CA	7928	Wilcox, David		1501 El Camino Real	Belmont	940023952	(650) 592-2712
CA	8158	Wilcox, David		1621 El Camino Real	Millbrae	940301214	(650) 871-8780
CA	7937	Wilcox, David		1158 Mission Rd	S. San Francisco	940801303	(650) 875-9440
CA	7935	Wilcox, David		2408 Junipero Serra Blvd	Daly City	940151666	(650) 994-9440
CA	8233	Wilkens, Kevin		16967 Main St	Hesperia	923456079	(760) 244-3730
CA	7939	Wong, Seng K.		40733 Chapel Way	Fremont	945383491	(510) 440-8200
CO	6344	Axarlis, Dimitri S.		252 Main St	Delta	814161836	(970) 874-5678
CO	6290	Bailey, Brian K.	Development	1485 Florida Rd	Durango	81301-6860	(970) 259-3660
CO	6363	Bailey, Brian K.	Development	2224 E Main St	Cortez	813214263	(970) 565-7373
CO	8653	Brown, Terry D.		12916 Highway 24/285	Buena Vista	81211	(719) 395-3331
CO	8651	Brown, Terry D.		150 E Rainbow Blvd	Salida	812012524	(719) 539-1999
CO	6291	Brown, Terry D.		1109 6th St	Alamosa	811012416	(719) 589-9091
CO	6264	Campisi, Mark C.		732 E Cooper Ave	Aspen	816112061	(970) 925-3230
CO	6296	Carstens, Kyle E.		230 E Lynwood St	Grand Junction	815033851	(970) 241-1513
CO	6284	Chapman, John W.		1107 W Platte Ave	Fort Morgan	807012959	(970) 867-3030
CO	6283	Chapman, John W.		1010 W Main St	Sterling	807512829	(970) 522-3030
CO	6225	DelGrosso, Brian		1163 Eagle Dr	Loveland	80537	(970) 669-8512
CO	6234	DelGrosso, Brian		1473 E Eisenhower Blvd	Loveland	805373927	(970) 663-2880
CO	6339	DelGrosso, Brian		1555 Main St	Windsor	80550	(970) 686-5500
CO	6222	Dolan, Charles S.	Development	5804 Ward Rd	Arvada	800044170	(303) 423-5553
CO	6224	Dolan, Charles S.	Development	8757 Wadsworth Blvd	Arvada	800030907	(303) 425-0993
CO	6223	Dolan, Charles S.	Development	9592 Federal Blvd	Federal Heights	802605827	(303) 426-9815

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CO	6334	Dolan, Charles S.	Development	1153 Bergen Pkwy	Evergreen	804397943	(303) 674-3030
CO	6238	Feavel, Jay B.		901 E Harmony Rd	Fort Collins	805258022	(970) 226-3030
CO	6226	Feavel, Jay B.		3521 W 10th St	Greeley	806341822	(970) 353-6500
CO	6353	Feavel, Jay B.		732 S Lemay Ave	Fort Collins	805243243	(970) 407-1073
CO	6235	Feavel, Jay B.		2110 W Elizabeth St	Fort Collins	805214237	(970) 484-3030
CO	6237	Feavel, Jay B.		2412 8th Ave	Greeley	806317035	(970) 351-6771
CO	6204	Hamill, R. Brent		7205 W Colfax Ave	Lakewood	802145408	(303) 232-1447
CO	6240	Hamill, R. Brent		2400 E 88th Ave	Denver	802295185	(303) 288-5522
CO	6207	Hamill, R. Brent		3890 Kipling St	Wheat Ridge	800334141	(303) 431-5555
CO	6239	Hamill, R. Brent		3941 E 120th Ave	Thornton	802331661	(303) 450-6262
CO	6208	Hamill, R. Brent		2917 W 38th Ave	Denver	802112019	(303) 458-0567
CO	6228	Hamill, R. Brent		12712 Lowell Blvd	Broomfield	800205807	(303) 466-4664
CO	6349	Hamill, R. Brent		4701 Peoria St	Denver	802392856	(303) 576-0065
CO	6195	Hamill, R. Brent		12302 E 104th Pl	Commerce City	800220707	(303) 577-3030
CO	6200	Hamill, R. Brent		6709 W Coal Mine Ave	Littleton	801236586	(303) 703-9494
CO	6297	Hamill, R. Brent		3460 Park Ave W	Denver	802165100	(303) 716-1616
CO	6201	Hamill, R. Brent		2101 S Downing St	Denver	802104527	(303) 777-6655
CO	6342	Hamill, R. Brent		1280 Grant St	Denver	802035405	(303) 831-4242
CO	6202	Hamill, R. Brent		906 S Sheridan Blvd	Denver	802268032	(303) 922-6293
CO	6206	Hamill, R. Brent		2930 W Jewell Ave	Denver	802194946	(303) 935-3556
CO	6299	Hamill, R. Brent		18630 Green Valley Ranch Blvd	Denver	802496833	(303) 969-9999
CO	6243	Hamill, R. Brent		11757 W Ken Caryl Ave	Littleton	801273719	(303) 972-4600
CO	6209	Hamill, R. Brent		2585 S Lewis Way	Lakewood	80227-6560	(303) 988-4795
CO	6245	Hamill, R. Brent		5171 W 64th Ave	Arvada	800036531	(303) 650-6464
CO	6248	Hamill, R. Brent		9906 W Belleview Ave	Littleton	801232198	(303) 972-9792
CO	6357	Hamill, R. Brent		530 E Bromley Ln	Brighton	806013298	(720) 685-3334
CO	6205	Haydon, James B.		2600 East St	Golden	804012593	(303) 278-7241
CO	6249	Haydon, James B.		11102 W Colfax Ave	Lakewood	802153729	(303) 235-0353
CO	6370	Jusseume, Marc A.		11078 Cimarron St	Firestone	805046543	(303) 684-0123
CO	6372	Jusseume, Marc A.		1200 Dexter St	Fort Lupton	806211505	(303) 857-1201
CO	8600	Jusseume, Marc A.		28 S Parish Ave	Johnstown	805347800	(970) 587-7887
CO	6369	Mand, Anthony S.		481 Highway 105	Monument	801329165	(719) 219-0603
CO	6275	Mand, Anthony S.		1003 Royal Gorge Blvd	Canon City	812123831	(719) 275-1631

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CO	6258	Mand, Anthony S.		2850 S Academy Blvd	Colorado Springs	809163059	(719) 390-5066
CO	6257	Mand, Anthony S.		330 N Wahsatch Ave	Colorado Springs	809033101	(719) 444-8888
CO	6272	Mand, Anthony S.		2250 Santa Fe Dr	Pueblo	810061457	(719) 545-2211
CO	6273	Mand, Anthony S.		200 W 29th St	Pueblo	81008	(719) 545-5555
CO	6271	Mand, Anthony S.		1501 S Prairie Ave	Pueblo	810052309	(719) 561-9300
CO	6256	Mand, Anthony S.		6870 Galley Rd	Colorado Springs	809153898	(719) 574-0950
CO	6260	Mand, Anthony S.		204 Mount View Ln	Colorado Springs	809074375	(719) 598-8800
CO	6368	Mand, Anthony S.		401 E Main St	Florence	812261646	(719) 784-4503
CO	6359	Mand, Anthony S.		101 S Mcculloch Blvd	Pueblo West	810071649	(719) 547-1444
CO	6366	May, Shawn A.		911 Moraine Ave	Estes Park	805178204	(970) 586-8181
CO	6337	May, Shawn A.		1111 W Victory Way	Craig	816252950	(970) 824-4855
CO	6221	Rea, Michael S.		8031 E Colfax Ave	Denver	802202034	(303) 355-5551
CO	6213	Rea, Michael S.		15355 E Colfax Ave	Aurora	800115989	(303) 360-9091
CO	6229	Rea, Michael S.		4030 Colorado Blvd	Denver	80216	(303) 377-5858
CO	6220	Rea, Michael S.		18511 E Hampden Ave	Aurora	800133584	(303) 693-7696
CO	6215	Rea, Michael S.		5698 S Himalaya St	Aurora	800155313	(303) 693-9993
CO	6214	Rea, Michael S.		12028 E Mississippi Ave	Aurora	800122829	(303) 696-8777
CO	6217	Rea, Michael S.		15281 E Mississippi Ave	Aurora	800123747	(303) 751-9500
CO	6216	Rea, Michael S.		7115 E Hampden Ave	Denver	802243039	(303) 758-4444
CO	6211	Rea, Michael S.		1136 S Colorado Blvd	Glendale	802463003	(303) 758-8050
CO	6219	Rea, Michael S.		10909 E Arapahoe Pl	Centennial	80112	(303) 779-8202
CO	6218	Rea, Michael S.		5210 E Arapahoe Rd	Centennial	801224821	(303) 779-8877
CO	6203	Rea, Michael S.		3920 S Broadway	Englewood	801134629	(303) 781-6647
CO	6212	Rea, Michael S.		91 W Mineral Ave	Littleton	08120	(303) 797-7889
CO	6266	Rea, Michael S.		191 Blue River Dr	Silverthorne	80498	(970) 468-7744
CO	6267	Rea, Michael S.		255 Anglers Dr	Steamboat Springs	80488-1540	(970) 879-4811
CO	6277	Rea, Michael S.		51 Beaver Creek Pl	Avon	81620	(970) 949-3230
CO	8654	Rea, Michael S.		22651 E Aurora Pkwy	Aurora	80016	(303) 617-3030
CO	6231	Romano, Joseph A.		2425 Canyon Blvd	Boulder	80302-6736	(303) 449-9080
CO	6367	Romano, Joseph A.		945 Park St	Castle Rock	801091527	(303) 660-1222
CO	6371	Romano, Joseph A.		297 N Hwy 287	Lafayette	80026	(303) 664-5111
CO	6286	Romano, Joseph A.		956 W Cherry St	Louisville	800273051	(303) 665-0300
CO	6232	Romano, Joseph A.		1106 Main St	Longmont	805013823	(303) 772-3030

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CO	6292	Romano, Joseph A.		10471 S Parker Rd	Parker	801349084	(303) 840-4561
CO	6356	Romano, Joseph A.		9579 S University Blvd	Highlands Ranch	801268106	(720) 348-1222
CO	6289	Storter, David		811 E Main St	Montrose	814013937	(970) 249-2314
CO	6280	Tait, Peter J.		904 North Ave	Grand Junction	815013105	(970) 245-4545
CO	6253	Tanner, Carl D.		6890 Mesa Ridge Pkwy	Fountain	808171566	(719) 390-7901
CO	6252	Tanner, Carl D.		1102 N Circle Dr	Colorado Springs	809093135	(719) 475-0380
CO	6254	Tanner, Carl D.		1753 S 8th St	Colorado Springs	809057914	(719) 475-0945
CO	6261	Tanner, Carl D.		3302 W Colorado Ave	Colorado Springs	809041908	(719) 633-3500
CO	8652	Treleven, Anthony		28 Cardinal Way	Parachute	81635	(970) 285-9296
CO	6348	Treleven, Anthony		702 Taughenbaugh Blvd	Rifle	816502703	(970) 625-0505
CO	6338	Treleven, Anthony		1089 Highway 133	Carbondale	816231874	(970) 704-0330
CO	6265	Treleven, Anthony		2404 S Glen Ave	Glenwood Springs	816014336	(970) 945-0330
CO	6294	Whiting, Troy A.		505 30 Road	Grand Junction	81504	(970) 241-3733
CO	6293	Whiting, Troy A.		2249 Broadway	Grand Junction	815071157	(970) 243-3639
CO	6362	Whiting, Troy A.		225 E Aspen Ave	Fruita	815214201	(970) 858-2302
CO	6259	Williams, Craig K.		205 W Rockrimmon Blvd	Colorado Springs	809191760	(719) 260-9595
CO	6332	Williams, Craig K.		13844 Gleneagle Dr	Colorado Springs	809213214	(719) 481-4100
CO	6365	Williams, Craig K.		7376 Mclaughlin Rd	Falcon	808314719	(719) 494-1899
CO	6263	Williams, Craig K.		6033 Barnes Rd	Colorado Springs	809222603	(719) 574-3900
CO	6251	Williams, Craig K.		1737 B St	Colorado Springs	809065365	(719) 576-3850
CO	6262	Williams, Craig K.		7669 N Union Blvd	Colorado Springs	809203863	(719) 594-0400
CO	6255	Williams, Craig K.		5168 N Academy	Colorado Springs	80918	(719) 599-9200
CO	6355	Williams, Craig K.		605 Midland Ave	Woodland Park	80863	(719) 687-5310
CT	4025	Ahmad, Nasir U.		57 Turnpike Sq	Milford	064602758	(203) 877-4040
CT	4027	Ahmad, Nasir U.		1088 Orange Ave	West Haven	065162248	(203) 933-4040
CT	4039	Ahmad, Nasir U.		137 N Main Street	Ansonia	06401	(203) 732-3030
CT	4050	Amaral, Nuno M.		314 Route 12	Groton	063402958	(860) 449-9135
CT	3279	Amaral, Nuno M.		242 Greenmanville Rd	Stonington	06378	(860) 572-8030
CT	4007	Babar, Zakirullah U.		1143 New Britain Ave	W. Hartford	06110	(860) 232-4000
CT	3283	Carey, Dan Patrick Jr.		200 Main St	Southington	064892526	(860) 620-9500
CT	4003	Chowdhury, Rahman		312 Farmington Ave	Hartford	061053302	(860) 246-8333
CT	4005	Chowdhury, Rahman		152 Franklin Ave	Hartford	061141334	(860) 548-0050
CT	4068	Chowdhury, Rahman		397 Cromwell Ave	Rocky Hill	060671827	(860) 721-8600

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CT	3397	Chowdhury, Rahman		95 S Main St	Torrington	067906430	(860) 618-7000
CT	4062	Cookston, Robert L. III		116 W Broad St	Stamford	069023723	(203) 324-5600
CT	4047	Cookston, Robert L. III		946 Hope St	Stamford	069072200	(203) 324-7771
CT	4041	Cookston, Robert L. III		2308 Main St	Bridgeport	066065321	(203) 334-3030
CT	4070	Cookston, Robert L. III		1802 Barnum Ave	Stratford	066145306	(203) 380-8400
CT	4046	Cookston, Robert L. III		301 Main Ave	Norwalk	068516103	(203) 846-4646
CT	4001	Cookston, Robert L. III		1523 Stanley St	New Britain	06053	(860) 225-6644
CT	4051	Edmond, Brett W.		939 Bank St	New London	063202793	(860) 442-9383
CT	4052	Elmeer, Andrew M.		370 S Main St	Middletown	064574213	(860) 704-0606
CT	4009	Gesualdi, John	Development	54 Hazard Ave	Enfield	060823845	(860) 265-2424
CT	4015	Gesualdi, John	Development	45 Palisado Ave	Windsor	060952527	(860) 688-6313
CT	3282	Gesualdi, John	Development	1068 N Main St	Dayville	062412127	(860) 774-4442
CT	9531	Gesualdi, John	Development	52 Rainbow Rd	Granby	06026	(860) 413-3499
CT	9532	Gesualdi, John	Development	544 Deming Rd	Berlin	06037	(860) 438-7895
CT	4042	Hoque, Azm Z.		1580 Post Rd	Fairfield	068245934	(203) 255-8823
CT	4036	Hoque, Azm Z.		142 E Putnam Ave	Cos Cob	068072701	(203) 661-2202
CT	4055	Iqbal, Mohammed		641 E Main St	Meriden	064506016	(203) 630-3030
CT	4024	Iqbal, Mohammed		132 Church St	Naugatuck	067704119	(203) 723-6653
CT	4011	Iqbal, Mohammed		775 Silver Ln	East Hartford	061181256	(860) 569-1700
CT	4058	Iqbal, Mohammed		639 Farmington Ave	Bristol	06010	(860) 582-5100
CT	4053	Massey, Mark H.		20 New London Tpke	Norwich	063602311	(860) 887-4567
CT	9530	Naves, Paulo R.		46 East St.	Plainville	06062	(860) 846-0014
CT	3928	Naves, Paulo R.		36 Windsor Ave	Vernon	060662438	(860) 870-4545
CT	4020	Parker, Bob R. Jr.		77 Meriden Rd	Waterbury	067051933	(203) 755-8110
CT	4044	Parker, Bob R. Jr.		36 Tamarack Ave	Danbury	068114822	(203) 790-7700
CT	3926	Uddin, Mohammed J.		600 N Colony Rd	Wallingford	064923168	(203) 284-0500
CT	4035	Uddin, Mohammed J.		2545 Whitney Ave	Hamden	065183021	(203) 288-3800
CT	4033	Uddin, Mohammed J.		357 Whalley Ave	New Haven	065113044	(203) 624-3317
CT	4071	Uddin, Mohammed J.		56 Lathrop Rd	Plainfield	063742013	(860) 564-9933
CT	4029	Uddin, Mohammed J.		9 Foxon Blvd	East Haven	06513	(203) 467-1361
CT	4065	Warren, Neil A.		1244 Storrs Rd	Storrs	062682200	(860) 429-7969
CT	4060	Warren, Neil A.		241 Valley St	Willimantic	062262333	(860) 456-0306
CT	4010	Warren, Neil A.		182 Middle Tpke W	Manchester	060404025	(860) 645-6000

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DC	4344	Carraway, Mary Lynne	Development	2029 K St Nw	Washington	200061004	(202) 223-1100
DC	4362	Carraway, Mary Lynne	Development	1211 Tuckerman St Nw	Washington	200111136	(202) 291-6100
DC	4330	Carraway, Mary Lynne	Development	3255 Prospect St Nw	Washington	200073215	(202) 342-0100
DC	4331	Carraway, Mary Lynne	Development	4539 Wisconsin Ave Nw	Washington	20016	(202) 362-7500
DC	4325	Carraway, Mary Lynne	Development	3780 Minnesota Ave Ne	Washington	200192667	(202) 396-9500
DC	4326	Carraway, Mary Lynne	Development	900 M St SE	Washington	20003-3614	(202) 484-3030
DC	4329	Carraway, Mary Lynne	Development	1823 W Virginia Ave Ne	Washington	200021827	(202) 526-8600
DC	4335	Carraway, Mary Lynne	Development	333 Hawaii Ave Ne	Washington	200114966	(202) 832-3343
DC	4328	Carraway, Mary Lynne	Development	2701 14th St NW	Washington	20009	(202) 232-8400
DC	4336	Carraway, Mary Lynne	Development	1300 L St Nw	Washington	200054107	(202) 639-8700
DE	4404	Barber, John C.	Development	1202 Delaware St	New Castle	197206058	(302) 323-1515
DE	4401	Barber, John C.	Development	232 E Cleveland Ave	Newark	197113711	(302) 369-1100
DE	4446	Barber, John C.	Development	4416 Summit Bridge Rd	Middletown	197099399	(302) 376-7000
DE	4405	Barber, John C.	Development	12 Salem Village Sq	Newark	197132976	(302) 454-0330
DE	4422	Barber, John C.	Development	1728 Marsh Rd	Wilmington	198104606	(302) 479-5900
DE	4403	Barber, John C.	Development	2425 Pulaski Hwy	Newark	197023905	(302) 738-0440
DE	4402	Barber, John C.	Development	12 Polly Drummond Hill Rd	Newark	197115703	(302) 738-2200
DE	4406	Barber, John C.	Development	797 Pulaski Hwy	Bear	197015214	(302) 836-3300
DE	4421	Barber, John C.	Development	3301 Lancaster Pike	Wilmington	198051436	(302) 888-3030
DE	4420	Barber, John C.	Development	4528 Kirkwood Hwy	Wilmington	198085126	(302) 994-3030
DE	4423	Barber, John C.	Development	401 S Market St	Wilmington	19801	(302) 524-1010
DE	4436	Boyd, James A.		132 Broadkill Rd	Milton	199681008	(302) 684-5000
DE	4443	Boyd, James A.		19 S Race St	Georgetown	199471907	(302) 855-9000
DE	4445	Prouse, Donald M. Jr.		1000 Midway Dr	Harrington	199522448	(302) 398-4400
DE	4435	Prouse, Donald M. Jr.		105 Aerenson Dr	Milford	199631241	(302) 424-4444
DE	4442	Prouse, Donald M. Jr.		230 E Glenwood Ave	Smyrna	199771080	(302) 653-3333
DE	4441	Prouse, Donald M. Jr.		374 Walmart Dr	Camden	199341372	(302) 697-8888
DE	4438	Prouse, Donald M. Jr.		261 N Dupont Hwy	Dover	199017540	(302) 735-3333
DE	4477	Prouse, Donald M. Jr.		30182 Sussex Hwy	Laurel	199563884	(302) 875-1000
DE	4466	Prouse, Donald M. Jr.		123 E Dupont Blvd	Millsboro	19966	(302) 934-8000
DE	4424	Prouse, Donald M. Jr.		26396 Bay Farm Rd	Long Neck	19966	(302) 945-5000
FL	3863	Amer, Karim K.		12200 San Jose Blvd	Jacksonville	322232683	(904) 260-0030
FL	4908	Amer, Karim K.		9 W 45th St	Jacksonville	322085209	(904) 353-4744

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FL	3162	Amer, Karim K.		4468 Hendricks Ave	Jacksonville	322076326	(904) 731-8282
FL	3127	Amer, Karim K.		5045 Soutel Dr	Jacksonville	322081885	(904) 765-2411
FL	3894	Amer, Karim K.		8029 Ramona Blvd W	Jacksonville	322213306	(904) 781-1101
FL	3168	Andrade, Cesar L.		180 Crandon Blvd	Key Biscayne	331491555	(305) 361-0000
FL	4938	Armistead, John D.		366 N Suncoast Blvd	Crystal River	344299083	(352) 563-6607
FL	3117	Asmar, Amer T.	Development	1026 N Broadway Ave	Bartow	338303301	(863) 519-7070
FL	5147	Asmar, Amer T.	Development	222 S 1st St	Lake Wales	338534142	(863) 679-9999
FL	4949	Asmar, Amer T.	Development	7610 Lockwood Ridge Rd	Sarasota	342434900	(941) 359-3033
FL	5040	Asmar, Amer T.	Development	1100 N Tuttle Ave	Sarasota	342373011	(941) 365-4900
FL	3875	Asmar, Amer T.	Development	13125 Tamiami Trl	North Port	342872162	(941) 426-9591
FL	3154	Asmar, Amer T.	Development	537 US Highway 41 Bypass N	Venice	34285-6040	(941) 484-3030
FL	3890	Asmar, Amer T.	Development	732 Shamrock Blvd	Venice	342931835	(941) 497-5050
FL	5017	Asmar, Amer T.	Development	1022 8th Ave W	Palmetto	342213808	(941) 723-3030
FL	5041	Asmar, Amer T.	Development	3692 Webber St	Sarasota	342324413	(941) 923-3831
FL	3826	Asmar, Amer T.	Development	8539 S Tamiami Trl	Sarasota	342383032	(941) 924-1001
FL	5177	Bader, Issa A.		8737 Sw 24th St	Miami	331652005	(305) 227-0551
FL	5176	Bader, Issa A.		12225 Sw 112th St	Miami	331864830	(305) 274-1232
FL	5047	Baker, Charles Brett		4550 Palm Beach Blvd	Ft Myers	339053455	(239) 693-1600
FL	4945	Baker, Charles Brett		13008 Palm Beach Blvd	Fort Myers	339051935	(239) 693-7600
FL	3820	Baker, Charles Brett		4800 Bayline Dr	North Fort Myers	339173955	(239) 995-1100
FL	3174	Ballard, Graham		316 Havendale Blvd	Auburndale	338234514	(863) 280-6900
FL	3237	Barbosa, Silvio R.		15275 Collier Blvd	Naples	341196750	(239) 304-3040
FL	5112	Blackwell, G. Stuart		2020 Sadler Rd	Fernandina Beach	320344428	(904) 277-2200
FL	5109	Blackwell, G. Stuart		9802 Baymeadows Rd	Jacksonville	322567987	(904) 642-5190
FL	5113	Blackwell, G. Stuart		7020 Beach Blvd	Jacksonville	322162831	(904) 724-8046
FL	5107	Blackwell, G. Stuart		418 Starratt Rd	Jacksonville	322182816	(904) 757-0303
FL	5055	Blalock, William D. III		1850 Knox Mcrae Dr	Titusville	327805421	(321) 268-8008
FL	3161	Blalock, William D. III		4795 Fay Blvd	Cocoa	329278277	(321) 632-6781
FL	3126	Blalock, William D. III		7670 N Wickham Rd	Melbourne	329408266	(321) 254-1166
FL	3233	Blalock, William D. III		1540 N Singleton Ave	Titusville	327961648	(321) 268-3535
FL	5145	Blalock, William D. III		254 Highway A1a	Satellite Beach	329372096	(321) 777-4433
FL	3836	Briggs, Robert A.		12189 Us Highway 1	N Palm Beach	334082684	(561) 694-3030
FL	5062	Briggs, Robert A.		450 Northlake Blvd	N. Palm Beach	334085415	(561) 845-7700

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FL	8608	Brinkley, Sean A.		17028 Collins Ave	Sunny Isles Beach	33160	(305) 947-6900
FL	4917	Brooks, Steven P.		821 S Nova Rd	Daytona Beach	32114	(386) 253-3151
FL	5139	Brooks, Steven P.		343 W Granada Blvd	Ormond Beach	321746275	(386) 677-3030
FL	3886	Campbell, Jerry W.		8381 Northcliffe Blvd	Spring Hill	346061141	(352) 684-0005
FL	5035	Campbell, Jerry W.		19526 Cortez Blvd	Brooksville	346012500	(352) 796-8888
FL	5021	Campbell, Jerry W.		25028 Us Highway 19 N	Clearwater	337633918	(727) 791-3030
FL	5032	Campbell, Jerry W.		7202 Massachusetts Ave	New Port Richey	346532934	(727) 847-5182
FL	4928	Ceide, Richard T.		1844 Renzulli Rd	New Smyrna Beach	321681726	(386) 428-2021
FL	3268	Ceide, Richard T.		1822 S Ridgewood Ave	Edgewater	321413616	(386) 428-2625
FL	5144	Ceide, Richard T.		3755 S Nova Rd	Port Orange	321294282	(386) 756-2104
FL	5142	Ceide, Richard T.		933 Beville Rd	S. Daytona Beach	321191755	(386) 756-4440
FL	3834	Ceide, Richard T.		10057 University Blvd	Orlando	328172133	(407) 384-8888
FL	3859	Ceide, Richard T.		5622 Cypress Gardens Blvd	Winter Haven	338842272	(863) 324-5636
FL	5064	Corcoran, Neal T.		3380 W Hillsboro Blvd	Deerfield Beach	334429403	(954) 429-3030
FL	5087	Corcoran, Neal T.		210 N Federal Hwy	Deerfield Beach	334413612	(954) 574-9994
FL	5029	Cowart, Stephen E.		1940 Kings Hwy	Port Charlotte	339804298	(941) 624-3030
FL	3823	Cowart, Stephen E.		2150a Tamiami Trl	Port Charlotte	339482176	(941) 624-3737
FL	3146	Crow, Christopher David		1474 S 6th St	Maccleddy	32063	(904) 259-1600
FL	3112	Crow, Christopher David		96118 Lofton Square Ct	Yulee	320976346	(904) 491-3400
FL	4997	Crull, Joseph C.		1936 N SR 19	Eustis	32726	(352) 483-4688
FL	5140	Crull, Joseph C.		211 N Atlantic Ave	Daytona Beach	321184101	(386) 257-1884
FL	3173	Crull, Joseph C.		2487 S Volusia Ave	Orange City	327637607	(386) 775-7575
FL	5012	Dahn, Tyler H.		750 S Bluford Ave	Ocoee	347612941	(407) 656-3053
FL	3136	Daniels, Jr., Alkina		450092 State Rd 200	Callahan	32011	(904) 879-5211
FL	5080	Dawson, William		400 E Oakland Park Blvd	Oakland Park	333342150	(954) 564-7312
FL	3891	Dawson, William		3416 N Ocean Blvd	Ft. Lauderdale	333086902	(954) 565-3030
FL	4947	De Guia, Renato A.		4080 Cattlemen Rd	Sarasota	342335033	(941) 378-0030
FL	3860	DeGood, Douglas A.		9528 Front Beach Rd	Panama City Beach	324074129	(850) 234-3030
FL	3865	DeGood, Douglas A.		272 S Highway 79	Panama City Beach	324132116	(850) 235-3030
FL	3856	DeGood, Douglas A.		1616 Ohio Ave	Lynn Haven	324443747	(850) 265-0606
FL	5165	DeGood, Douglas A.		519 N Tyndall Pkwy	Panama City	324046128	(850) 763-5906
FL	5164	DeGood, Douglas A.		1111 W 15th St	Panama City	324012081	(850) 784-3030
FL	5115	DePalma, Joseph T.		7578 SE Maricamp Rd	Ocala	34472-4273	(352) 261-1000

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FL	5044	Drury, Nancy		4409 Del Prado Blvd S	Cape Coral	33904-7740	(239) 549-5500
FL	5148	Drury, Nancy		1133 Del Prado Blvd S	Cape Coral	339903666	(239) 772-5060
FL	3270	Drury, Nancy		1609 Andalusia Blvd	Cape Coral	339095329	(239) 458-9905
FL	3884	Drury, Nancy		3904 Skyline Blvd	Cape Coral	339145835	(239) 945-0040
FL	3850	Earnest, Christopher		4761 Tamiami Trl N	Naples	341033006	(239) 430-3930
FL	3852	Earnest, Christopher		26455 Old 41 Rd	Bonita Springs	341355124	(239) 992-9400
FL	3236	Fischler, Jarred S.		1024 Avalon Park North Blvd	Orlando	328286668	(407) 601-3996
FL	8629	Fischler, Jarred S.		9306 Narcoossee Rd	Lake Nona	328275769	(407) 286-2922
FL	3872	Fischler, Jarred S.		104 N Commonwealth Ave	Polk City	338689500	(863) 874-4888
FL	3137	Gross, David A.		18406 E Colonial Dr	Orlando	328202935	(407) 568-3330
FL	5050	Havener, Jonathan A.		6101 Silver Star Rd	Orlando	328084242	(407) 291-6676
FL	3247	Havener, Jonathan A.		6750 N Orange Blossom Trl	Orlando	328104082	(407) 515-3030
FL	5053	Havener, Jonathan A.		1510 S Orlando Ave	Maitland	327516419	(407) 628-2623
FL	3177	Jandrew, Brian K.		18505 S Dixie Hwy	Miami	331576817	(305) 278-0505
FL	3121	Jandrew, Brian K.		17854 Nw 27th Ave	Miami Gardens	33056	(305) 623-8999
FL	5195	Jandrew, Brian K.		36801 State Road 52	Dade City	335255133	(352) 523-1099
FL	5071	Jandrew, Brian K.		1328 Nw 2nd Ave	Boca Raton	334321609	(561) 391-9177
FL	5058	Jandrew, Brian K.		6548 Lake Worth Rd	Lake Worth	334671506	(561) 433-1122
FL	5065	Jandrew, Brian K.		21073 Powerline Rd	Boca Raton	334332306	(561) 483-8331
FL	5074	Jandrew, Brian K.		10101 Glades Rd	Boca Raton	334986739	(561) 487-1377
FL	5185	Jandrew, Brian K.		4801 Linton Blvd	Delray Beach	334456501	(561) 496-3030
FL	5052	Jandrew, Brian K.		2800 N Military Trl	West Palm Beach	334092951	(561) 686-3332
FL	3879	Jandrew, Brian K.		4388 Northlake Blvd	Palm Beach Gardens	334106254	(561) 694-3077
FL	3809	Jandrew, Brian K.		1336 S Military Trl	West Palm Beach	334154621	(561) 969-3030
FL	3119	Jandrew, Brian K.		1709 Shepherd Rd	Lakeland	338112179	(863) 648-0606
FL	5030	Jandrew, Brian K.		339 Bartow Rd	Lakeland	338015460	(863) 688-5226
FL	4916	Jandrew, Brian K.		5315 Us Highway 98 N	Lakeland	338090502	(863) 858-2251
FL	3843	Jones, Craig T.		236 Solana Rd	Ponte Vedra	320822297	(904) 285-1220
FL	3140	Jones, Craig T.		2220 County Road 210 W	Jacksonville	322594060	(904) 825-3633
FL	5037	Jones, Timothy G.		1093 W Main St	Avon Park	338253313	(863) 452-5116
FL	5036	Jones, Timothy G.		2179 Us Highway 27 N	Sebring	338701886	(863) 471-3030
FL	3156	Keller, Dawn M.		1990 Pat Thomas Pkwy	Quincy	323518785	(850) 875-8300
FL	3881	Lewis, Thomas R.		3801 W Lake Mary Blvd	Lake Mary	327466160	(407) 322-9060

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FL	3178	Lewis, Thomas R.		2108 Bruton Blvd	Orlando	328055717	(407) 648-8899
FL	5048	Lewis, Thomas R.		532 W State Road 436	Altamonte Springs	327144049	(407) 682-2737
FL	5013	Lewis, Thomas R.		2 E Main St	Apopka	327035256	(407) 886-0744
FL	5101	Lewis, Thomas R.		1229 Mayport Rd	Atlantic Beach	322333435	(904) 241-7231
FL	5106	Lewis, Thomas R.		630 3rd St N	Jacksonville Beach	322507147	(904) 247-1556
FL	3800	Lewis, Thomas R.		1301 Monument Rd	Jacksonville	322256462	(904) 724-7206
FL	5102	Lewis, Thomas R.		6651 Arlington Rd	Jacksonville	322115400	(904) 743-7220
FL	4913	Lewis, Thomas R.		13947 Beach Blvd	Jacksonville	322241200	(904) 821-8000
FL	3228	Lewis, Thomas R.		3611 Saint Johns Bluff Rd S	Jacksonville	322242683	(904) 997-1121
FL	5004	Longen, Jerry A.		3801 W Gandy Blvd	Tampa	336112614	(813) 837-0591
FL	3109	Longen, Jerry A.		10052 Cross Creek Blvd	Tampa	336472595	(813) 907-7729
FL	3148	Longen, Jerry A.		22911 State Road 54	Land O' Lakes	34639	(813) 909-1130
FL	3841	Longen, Jerry A.		17804 Dale Mabry Hwy N	Tampa	335484537	(813) 960-1888
FL	5000	Longen, Steven A.		1005 N Tampa St	Tampa	336023710	(813) 221-1611
FL	5003	Longen, Steven A.		6117 Florida Ave	Tampa	33604	(813) 238-9557
FL	5011	Longen, Steven A.		1903 W Brandon Blvd	Brandon	335114813	(813) 681-4330
FL	3252	Longen, Steven A.		1534 Bloomingdale Ave	Valrico	335966101	(813) 685-8012
FL	5007	Longen, Steven A.		3601 W Kennedy Blvd	Tampa	336092850	(813) 875-3664
FL	4907	Longen, Steven A.		5811 Memorial Hwy	Tampa	336155000	(813) 882-0023
FL	5005	Longen, Steven A.		8206 W Waters Ave	Tampa	336151852	(813) 885-5481
FL	5001	Longen, Steven A.		2316 E Fletcher Ave	Tampa	336129404	(813) 971-7875
FL	5002	Longen, Steven A.		5480 E Busch Blvd	Temple Terrace	336175418	(813) 988-9145
FL	3125	Magnes, Scott J.		2703 Gulf Breeze Pkwy	Gulf Breeze	325633047	(850) 932-4666
FL	5078	Martinez, Carlos H.		5452 N University Dr	Lauderhill	333515006	(954) 748-7707
FL	4924	Martinez, Carlos H.		2201 W Sample Rd	Pompano Beach	330733082	(954) 974-3399
FL	5160	May, Roy Jeffrey		27 N Navy Blvd	Pensacola	325072001	(850) 453-1221
FL	5159	May, Roy Jeffrey		1001 E Nine Mile Rd	Pensacola	325341646	(850) 478-3030
FL	5162	May, Roy Jeffrey		6224 N 9th Ave	Pensacola	325048294	(850) 478-5056
FL	3118	May, Roy Jeffrey		13019 Sorrento Rd	Pensacola	325077502	(850) 492-7610
FL	5163	May, Roy Jeffrey		3014 W Michigan Ave	Pensacola	325261848	(850) 944-5619
FL	3243	May, Roy Jeffrey		394 S Highway 29	Cantonment	325331409	(850) 968-1233
FL	8636	May, Roy Jeffrey		3107 E Cervantes St	Pensacola	32503	(850) 444-9595
FL	5024	McDermott, Elizabeth A.		1289 San Christopher Dr	Dunedin	346985334	(727) 736-3030

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FL	5018	McDermott, Elizabeth A.		39024 Us Highway 19 N	Tarpon Springs	346893957	(727) 945-1700
FL	5192	Menapace, Bernard E. Jr.		2562 W Indiantown Rd	Jupiter	334583936	(561) 744-6171
FL	3832	Menapace, Bernard E. Jr.		12769 W Forest Hill Blvd	Wellington	334144759	(561) 798-6744
FL	3880	Moghadam, Jahanfar N.		5891 S Military Trl	Lake Worth	334636920	(561) 641-3030
FL	4904	Moghadam, Jahanfar N.		401 S Olive Ave	West Palm Beach	334015937	(561) 659-3030
FL	3803	Moghadam, Jahanfar N.		10114 S Military Trl	Boynton Beach	334364048	(561) 736-5333
FL	3893	Moore, Scott A.		213 E Highland Blvd	Inverness	344524948	(352) 637-5300
FL	3291	Moore, Scott A.		416 W Norvell Bryant Hwy	Hernando	344425105	(352) 527-1240
FL	3123	Mullins, Erin M.		9860 Stringfellow Rd	St. James City	339563109	(239) 283-8030
FL	8626	Mullins, Erin M.		10654 Colonial Blvd	Ft. Myers	339138714	(239) 768-3131
FL	8632	Mullins, Erin M.		947 E Brandon Blvd	Brandon	335115500	(813) 438-5991
FL	8633	Mullins, Erin M.		8576 Gunn Hwy	Odessa	335563289	(813) 510-3970
FL	8630	Mullins, Erin M.		7229 N Dale Mabry Hwy	Tampa	336142699	(813) 964-6864
FL	8627	Mullins, Erin M.		8163 Us Hwy 301 N	PARRISH	34219	(941) 479-7911
FL	3845	Mullins, Erin M.		812 17th Ave W	Bradenton	342057609	(941) 747-7879
FL	8619	Mullins, Erin M.		2551 Lakewood Ranch Blvd	Bradenton	34211	(941) 748-1234
FL	5038	Mullins, Erin M.		4511 Manatee Ave W	Bradenton	342093952	(941) 748-3030
FL	5039	Mullins, Erin M.		1403 57th Ave W	Bradenton	342073646	(941) 758-3030
FL	5125	Mullins, Erin M.		5606 Marina Dr	Holmes Beach	342171552	(941) 778-6641
FL	3814	Narverud, Martin P.		13081 Spring Hill Dr	Spring Hill	346095050	(352) 686-2100
FL	4935	Narverud, Martin P.		9845 State Road 52	Hudson	346693007	(727) 863-2026
FL	3883	Pearce, Michael L.		1127 Homestead Rd N	Lehigh Acres	339366038	(239) 368-7600
FL	3176	Pichardo, Franklin L.		1049 S Ferdon Blvd	Crestview	325364509	(850) 682-5495
FL	5166	Pichardo, Franklin L.		656 N Beal Pkwy Unit F-G	Ft. Walton Beach	32548	(850) 863-4154
FL	8604	Pichardo, Franklin L.		4563 E Highway 20	Niceville	325789702	(850) 897-3366
FL	3116	Pichardo, Franklin L.		1933 Ortega St	Navarre	325664111	(850) 939-6995
FL	5161	Pichardo, Franklin L.		437 S John Sims Pkwy	Valparaiso	325801409	(850) 678-1161
FL	3882	Pichardo, Franklin L.		34920 Emerald Cost Pkwy	Destin	325413351	(850) 837-0303
FL	3802	Pichardo, Franklin L.		405 Racetrack Rd Ne	Ft. Walton Beach	325473960	(850) 862-1151
FL	5061	Price, Richard W.		2480 Aurora Rd	Melbourne	329353340	(321) 242-2202
FL	3130	Price, Richard W.		1990 Michigan Ave	Cocoa	329225729	(321) 636-4311
FL	5122	Price, Richard W.		500 Barton Blvd	Rockledge	329553172	(321) 639-0880
FL	4909	Price, Richard W.		5108 Minton Rd Nw	Palm Bay	329071167	(321) 723-7222

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FL	5136	Price, Richard W.		310 W New Haven Ave	Melbourne	329014307	(321) 768-1445
FL	4930	Price, Richard W.		5360 N Atlantic Ave	Cocoa Beach	329315104	(321) 783-0266
FL	3165	Price, Richard W.		575 S Wickham Rd	West Melbourne	329041170	(321) 952-3030
FL	5154	Price, Richard W.		4700 Babcock St Ne	Palm Bay	329052838	(321) 984-1712
FL	3272	Price, Richard W.		9590 Sw Highway 200	Ocala	344815171	(352) 369-5050
FL	5076	Price, Richard W.		142 Se 6th Ave	Delray Beach	334835260	(561) 330-0002
FL	5169	Price, Richard W.		836 Lantana Rd	Lantana	334621509	(561) 533-0905
FL	5178	Price, Richard W.		1672 S Congress Ave	Palm Springs	334612142	(561) 965-3030
FL	4926	Price, Richard W.		971 Sebastian Blvd	Sebastian	329584881	(772) 388-3030
FL	4925	Price, Richard W.		5445 20th St	Vero Beach	329662274	(772) 794-4561
FL	4936	Price, Richard W.		923 N Courtenay Pkwy	Merritt Island	329535517	(321) 452-9195
FL	4957	Price, Richard W.		3555 Bayside Lakes Blvd Se	Palm Bay	329096842	(321) 676-9992
FL	5057	Price, Richard W.		755 8th St	Vero Beach	329621638	(772) 778-3030
FL	4943	Ramia, Jose Y.		5830 Se Abshier Blvd	Bellevue	344204028	(352) 307-8885
FL	4923	Ramia, Jose Y.		3131 Sw College Rd	Ocala	344744423	(352) 867-5900
FL	5149	Ramia, Jose Y.		953 N 14th St	Leesburg	347483838	(352) 787-2600
FL	3869	Rands, Phil		7021 Constitution Blvd	Ft. Myers	33967	(239) 267-1200
FL	5045	Rands, Phil		3112 Cleveland Ave	Ft. Myers	339017906	(239) 334-3800
FL	5119	Rands, Phil		9270 College Pkwy	Ft. Myers	339194812	(239) 433-4000
FL	5046	Rands, Phil		6631 Orion Dr	Ft Myers	339124333	(239) 936-4020
FL	5022	Rands, Phil		5830 9th Ave N	St. Petersburg	337106319	(727) 323-1202
FL	5023	Rands, Phil		11125 Park Blvd	Seminole	337724757	(727) 391-9901
FL	5026	Rands, Phil		1110 S Myrtle Ave	Clearwater	337563900	(727) 442-3030
FL	3159	Rands, Phil		12735 Starkey Rd	Largo	337731443	(727) 530-3335
FL	5020	Rands, Phil		2245 Nursery Rd	Clearwater	337647668	(727) 536-5981
FL	5019	Rands, Phil		6975 66th St N	Pinellas Park	337815039	(727) 541-7793
FL	3819	Rands, Phil		2659 Ulmerton Rd	Clearwater	337623337	(727) 572-0700
FL	5027	Rands, Phil		12613 Ulmerton Rd	Largo	337743630	(727) 581-3030
FL	3808	Rands, Phil		365 8th St S	St. Petersburg	337014000	(727) 896-3030
FL	3258	Rands, Phil		11224 Boyette Rd	Riverview	335698009	(813) 234-0800
FL	5025	Rands, Phil		6511 4th Street N	St. Petersburg	33703	(727) 522-3030
FL	5120	Rands, Phil		4925 34th St S	St Petersburg	337114511	(727) 866-8891
FL	5092	Ranson, Murphy D. III		2704 N Roosevelt Blvd	Key West	33040	(305) 296-7795

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FL	5190	Ranson, Murphy D. III		98900 Overseas Hwy	Key Largo	330372366	(305) 451-2939
FL	5171	Ranson, Murphy D. III		1012 N Miami Beach Blvd	N. Miami Beach	331623828	(305) 945-3030
FL	3857	Reulbach, Anthony S.		1675 Providence Blvd	Deltona	327256364	(386) 218-3852
FL	5141	Reulbach, Anthony S.		209 N Amelia Ave	Deland	327244319	(386) 738-1500
FL	5056	Reulbach, Anthony S.		1910 S French Ave	Sanford	327713848	(407) 321-5000
FL	3838	Ross, Daryl S.		17855 Us Highway 441	Mount Dora	327576724	(352) 383-1010
FL	3256	Sheikh, Ahsan M.		7403 State Rd 21	Keystone Heights	32656	(352) 473-7070
FL	5156	Sheikh, Ahsan M.		1602 Reid St	Palatka	321773147	(386) 325-0112
FL	3142	Sheikh, Ahsan M.		111 Flagler Plaza Dr	Palm Coast	321375967	(386) 439-0565
FL	3175	Sheikh, Ahsan M.		219 Saint Joe Plaza Dr	Palm Coast	321643615	(386) 445-6500
FL	3254	Sheikh, Ahsan M.		1112 State Road 20	Interlachen	321485405	(386) 684-4400
FL	3120	Sheikh, Ahsan M.		2372 W Us Highway 90	Lake City	320554726	(386) 758-3130
FL	3163	Sheikh, Ahsan M.		5285 Red Bug Lake Rd	Winter Springs	327084900	(407) 695-2956
FL	3840	Sheikh, Ahsan M.		1795 E Broadway St	Oviedo	327659744	(407) 971-9663
FL	5108	Sheikh, Ahsan M.		10031 San Jose Blvd	Jacksonville	322575835	(904) 268-5069
FL	3134	Sheikh, Ahsan M.		1560 Business Center Dr	Orange Park	320034405	(904) 278-3233
FL	3115	Sheikh, Ahsan M.		4158 County Road 218	Middleburg	320684847	(904) 282-0234
FL	4902	Sheikh, Ahsan M.		2085 A1A S	St. Augustine	32080	(904) 461-3030
FL	5111	Sheikh, Ahsan M.		8204-1 103rd St	Jacksonville	322106554	(904) 778-3030
FL	5105	Sheikh, Ahsan M.		3570 US 1 South	St. Augustine	32084	(904) 794-4655
FL	3179	Sheikh, Ahsan M.		3501e N Ponce De Leon Blvd	St. Augustine	320841201	(904) 824-0802
FL	3805	Sheikh, Ahsan M.		860 S Us Highway 17 92	Longwood	32750	(407) 331-1881
FL	3160	Sheikh, Ahsan M.		2712 S Chickasaw Trl	Orlando	328298550	(407) 384-8686
FL	5051	Sheikh, Ahsan M.		2510 S Semoran Blvd	Orlando	328222710	(407) 384-8877
FL	4922	Sheikh, Ahsan M.		2042 N Forsyth Rd	Winter Park	328075404	(407) 677-8686
FL	5104	Sheikh, Ahsan M.		1580 Wells Rd	Orange Park	320732341	(904) 269-4090
FL	4901	Sheikh, Ahsan M.		1210 Blanding Blvd	Orange Park	320657316	(904) 276-9000
FL	5100	Sheikh, Ahsan M.		6003 Roosevelt Blvd	Jacksonville	322443307	(904) 778-4295
FL	3187	Sheikh, Ahsan M.		8450 Argyle Forest Blvd	Jacksonville	322446126	(904) 779-7755
FL	5103	Sheikh, Ahsan M.		870 Cassat Ave	Jacksonville	322054804	(904) 781-6420
FL	3870	Sherrick, Keith W.		240 Citrus Tower Blvd	Clermont	347112704	(352) 242-1277
FL	8612	Sherrick, Keith W.		1200 W Broad St	Groveland	347362023	(352) 429-4500
FL	8610	Sherrick, Keith W.		457 S Duncan Dr	Tavares	327783745	(352) 742-9866

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FL	5043	Sieber, Robert		5494 Rattlesnake Hammock Rd	Naples	341137454	(239) 417-3030
FL	4905	Smith, Eric S.		6550 Caroline St	Milton	325704778	(850) 626-0003
FL	5175	Soto, Christa E.		10200 Fox Trail Rd S	Royal Palm Beach	33411	(561) 793-1166
FL	3815	Spero, Charles		7385 Radio Rd	Naples	341046703	(239) 354-2444
FL	4934	Thompson, Henry		503 E Sugarland Hwy	Clewiston	334403210	(863) 983-4131
FL	3885	Thompson, Jennifer L.		32530 Us Highway 19 N	Palm Harbor	346843117	(727) 789-3030
FL	3110	Thompson, Jennifer L.		5050 Gall Blvd	Zephyrhills	335424959	(813) 779-7900
FL	5033	Thompson, Jennifer L.		3800 Tampa Rd	Oldsmar	346773046	(813) 855-3030
FL	5008	Thompson, Jennifer L.		11406 N Dale Mabry Hwy	Tampa	336183879	(813) 963-3030
FL	3813	Thompson, Jennifer L.		14955 N Florida Ave	Tampa	336131612	(813) 964-0441
FL	3232	Traenkner, Richard C.		8687 W Highway 192	Kissimmee	347478205	(407) 238-2266
FL	3821	Traenkner, Richard C.		8542 Palm Pkwy	Orlando	328366415	(407) 239-1221
FL	5121	Traenkner, Richard C.		5389 S Kirkman Rd	Orlando	328197910	(407) 248-8434
FL	8634	Traenkner, Richard C.		3003 Edgewater Dr	Orlando	32804	(407) 270-8840
FL	3263	Traenkner, Richard C.		3171 W Vine St	Kissimmee	347413738	(407) 343-4633
FL	5069	Traenkner, Richard C.		1922 E Osceola Pkwy	Kissimmee	347438625	(407) 348-4100
FL	3897	Traenkner, Richard C.		8957 International Dr	Orlando	32819	(407) 352-5522
FL	3876	Traenkner, Richard C.		5461 W Irlo Bronson Memorial Hwy	Kissimmee	347464712	(407) 396-0550
FL	8622	Traenkner, Richard C.		15505 Stoneybrook West Pkwy	Winter Garden	347874771	(407) 656-6000
FL	5049	Traenkner, Richard C.		5944 S Orange Blossom Trl	Orlando	328094606	(407) 850-2222
FL	3835	Traenkner, Richard C.		2104 Whisper Lakes Blvd	Orlando	328376761	(407) 851-8884
FL	3259	Traenkner, Richard C.		3378 W Southport Rd	Kissimmee	347462706	(407) 870-2200
FL	5128	Traenkner, Richard C.		2823 S Orange Ave	Orlando	328064819	(407) 896-3030
FL	5015	Traenkner, Richard C.		4225 13th St	St. Cloud	347696732	(407) 957-2200
FL	3132	Traenkner, Richard C.		35849 Us Highway 27 N	Haines City	338443227	(863) 419-1999
FL	3267	Traenkner, Richard C.		45717 US Hwy 27	Davenport	33896	(863) 424-5222
FL	5131	Tran, Dennis V.		1528 W Tennessee St	Tallahassee	323043405	(850) 222-6363
FL	5130	Tran, Dennis V.		3507 N Monroe St	Tallahassee	323032756	(850) 562-2523
FL	4914	Tran, Dennis V.		1519 Capital Cir Ne	Tallahassee	323086272	(850) 656-3030
FL	5132	Tran, Dennis V.		2320 Apalachee Pkwy	Tallahassee	323014980	(850) 878-6146
FL	5129	Tran, Dennis V.		2915 Kerry Forest Pkwy	Tallahassee	323097803	(850) 893-0186
FL	3257	Villas Boas, Marcio R.		3253 S John Young Pkwy	Kissimmee	347466556	(407) 809-0400
FL	3271	Walker, Michael W.		346 Shopping Center Dr	Wildwood	347854533	(352) 330-0303

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FL	5155	Walker, Michael W.		3855 E Silver Springs Blvd	Ocala	34470-4929	(352) 368-6868
FL	3874	Walker, Michael W.		1864 S Jefferson St	Perry	323485613	(850) 584-8830
FL	3260	Wehbe, Freddie H.		14300 W Newberry Rd	Newberry	326692805	(352) 333-3333
FL	5150	Wehbe, Freddie H.		2106 Sw 13th St	Gainesville	326081535	(352) 373-2337
FL	3213	Wehbe, Freddie H.		25 Nw 16th Ave	Gainesville	326013777	(352) 373-5555
FL	3172	Wehbe, Freddie H.		5750 Sw 75th Ct	Gainesville	326088717	(352) 373-8888
FL	3214	Wehbe, Freddie H.		3309 W University Ave	Gainesville	326072539	(352) 377-4992
FL	3246	Wehbe, Freddie H.		4620 Nw 39th Ave	Gainesville	326065952	(352) 692-2222
FL	5151	Wehbe, Freddie H.		15634 NW US Hwy 441	Alachua	32615	(386) 462-2000
FL	3242	Wehbe, Freddie H.		605 W Madison St	Starke	320913010	(904) 964-5442
FL	3264	Wileman, Robert W.		7813 Mitchell Blvd	New Port Richey	34655	(727) 816-9898
FL	5116	Wojtysiak, Brenda M.		2915 Jefferson St	Marianna	324463445	(850) 482-3333
FL	3113	Zdanowicz, Paul J.		541 Dal Hall Blvd	Lake Placid	338525446	(863) 699-0444
FL	5016	Zdanowicz, Paul J.		1700 S Parrott Ave	Okeechobee	349746101	(863) 763-5565
FL	3167	Zdanowicz, Paul J.		1332 E Oak St	Arcadia	34266	(863) 993-3737
FL	3825	Zdanowicz, Paul J.		104 Rio Villa Dr	Punta Gorda	339507534	(941) 637-8887
FL	3888	Zdanowicz, Paul J.		3502 N Access Rd	Englewood	342248510	(941) 475-5691
FL	8614	Zebib, Mohammad A.		7070 Seminole Pratt Whitney Rd	Loxahatchee	334703491	(561) 333-1415
FL	4937	Zebib, Mohammad A.		6382 Se Federal Hwy	Stuart	349978363	(772) 286-3030
FL	5138	Zebib, Mohammad A.		990 Sw Martin Downs Blvd	Palm City	349902818	(772) 286-4848
FL	5124	Zebib, Mohammad A.		10642 S United States Highway 1	Port St Lucie	34952	(772) 335-0333
FL	5168	Zebib, Mohammad A.		2729 S Us Highway 1	Ft. Pierce	349825930	(772) 464-3006
FL	3251	Zebib, Mohammad A.		123 Sw Cashmere Blvd	Port Saint Lucie	349861929	(772) 878-1530
FL	3866	Zebib, Mohammad A.		300 Se Port St Lucie Blvd	Port St. Lucie	349845111	(772) 879-0083
FL	5073	Zebib, Mohammad A.		1553 E Sample Rd	Pompano Beach	330646248	(954) 941-8900
FL	5146	Zebib, Mohammad A.		1446 N State Road 7	Margate	330632845	(954) 974-3030
GA	5793	Amer, Karim K.		1025 E Jackson St	Thomasville	317924789	(229) 228-7660
GA	8969	Amer, Karim K.		550 U.S. Highway 84 East	Cairo	39828	(229) 377-1800
GA	8897	Amer, Karim K.		1319 Lakes Blvd	Lake Park	316363083	(229) 559-9997
GA	4168	Amer, Karim K.		538 Oak St	Eastman	310239105	(478) 448-1000
GA	5789	Amer, Karim K.		4437 Columbus Rd	Macon	31206	(478) 477-9575
GA	4120	Amer, Karim K.		610 Shurling Dr	Macon	31211	(478) 741-6777
GA	3594	Amer, Karim K.		3045 Hartley Bridge Rd	Macon	312165702	(478) 785-8100

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GA	8894	Amer, Karim K.		208 Commercial Hts	Fort Valley	31030	(478) 822-1112
GA	3585	Amer, Karim K.		395 W Parker St	Baxley	315130659	(912) 366-1800
GA	4172	Barger, Brian F.		202 East Ave	Cedartown	301253002	(770) 748-0909
GA	4147	Bonanno, Joseph J.		5761 Rockbridge Rd	Stone Mountain	300875827	(770) 469-1806
GA	4195	Cann, Christopher T.		126 S Main St	Swainsboro	30401	(478) 289-7070
GA	8896	Conway, Steven P.		159 S Elm St	Commerce	305293274	(706) 335-4166
GA	8875	Conway, Steven P.		824 Hull Rd	Athens	30601	(706) 552-1213
GA	5760	Cruz, Norma Elizabeth		19 W Currahee St	Toccoa	305773215	(706) 886-0481
GA	8891	Daniels, Jr., Alkina		222 Hyde Park Commons	Brunswick	31523	(912) 264-5055
GA	5769	Daniels, Jr., Alkina		108 Scranton Connector	Brunswick	315250516	(912) 267-0822
GA	5788	Daniels, Jr., Alkina		2506 Osborne Rd	St. Marys	315588903	(912) 673-6100
GA	4112	Daniels, Jr., Alkina		1000 E King Ave	Kingsland	315486324	(912) 729-6100
GA	8880	Daniels, Jr., Alkina		1216 Uss Daniel Boone Ave	Kings Bay	31547	(912) 510-5400
GA	5709	Diop, Souleymane		1303 Columbia Dr	Decatur	300322852	(404) 284-2122
GA	5792	Dyrda, Todd P.		4682 Forsyth Rd	Macon	312104420	(478) 757-2999
GA	5790	Dyrda, Todd P.		2278 Moody Rd	Warner Robbins	31088	(478) 929-0151
GA	4160	Dyrda, Todd P.		3880 Due West Rd Nw	Marietta	300641058	(770) 423-1313
GA	5746	Dyrda, Todd P.		49 S Marietta Pkwy Sw	Marietta	300643375	(770) 426-0822
GA	5745	Dyrda, Todd P.		3333 S Cobb Dr Se	Smyrna	300804189	(770) 436-0787
GA	5742	Dyrda, Todd P.		2754 Cumberland Blvd Se	Smyrna	300803048	(770) 436-1313
GA	5743	Dyrda, Todd P.		1230 Powers Ferry Rd Se	Marietta	300675495	(770) 955-5585
GA	5762	Eckburg, John W.		3100 Washington Rd	Augusta	309073813	(706) 863-2262
GA	4188	Esterline, Matthew		2699 Watson Blvd	Warner Robins	310932951	(478) 923-4600
GA	5748	Fox, Gregory B.		1909 N Columbia St	Milledgeville	310612170	(478) 453-9455
GA	4135	Fox, Gregory B.		2700B Highway 29	Lawrenceville	300444421	(678) 380-8585
GA	5753	Fox, Gregory B.		2824 Lexington Rd	Athens	306053117	(706) 353-3737
GA	4100	Fox, Gregory B.		3190 Atlanta Hwy	Athens	306066972	(706) 354-1179
GA	5750	Fox, Gregory B.		529 Baxter St	Athens	306051105	(706) 543-3460
GA	3525	Fox, Gregory B.		6072 Highway 53	Braselton	305172718	(706) 658-0000
GA	4179	Fox, Gregory B.		2051 Experiment Station Rd	Watkinsville	30677	(706) 769-8000
GA	5754	Fox, Gregory B.		140 Martin Luther King/Highway 138	Monroe	30655	(770) 267-8414
GA	4101	Fox, Gregory B.		4012 Mundy Mill Rd	Oakwood	305662807	(770) 287-9111
GA	8974	Fox, Gregory B.		3606 Thompson Bridge Rd	Gainesville	305061516	(770) 297-6600

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GA	8923	Fox, Gregory B.		504 Hayes Lake Rd	Statham	30666	(770) 307-1010
GA	5755	Fox, Gregory B.		5175 S Old Peachtree Rd	Norcross	30092	(770) 441-2333
GA	4131	Fox, Gregory B.		3406 Buford Hwy	Duluth	300963551	(770) 476-1274
GA	5752	Fox, Gregory B.		2550 Limestone Pkwy	Gainesville	305017400	(770) 535-1234
GA	8981	Fox, Gregory B.		5141 Highway 81	Loganville	300523490	(770) 554-4744
GA	5756	Fox, Gregory B.		1560 Indian Trail Lilburn Rd Nw	Lilburn	30093	(770) 564-1311
GA	5704	Fox, Gregory B.		1210 Rockbridge Rd	Norcross	300933850	(770) 717-0936
GA	3568	Fox, Gregory B.		465 Dacula Rd	Dacula	300192171	(770) 831-8551
GA	5749	Fox, Gregory B.		10b Patrick Mill Rd Sw	Winder	306803848	(770) 867-4111
GA	4133	Fox, Gregory B.		5575 Lawrenceville Hwy	Lilburn	30047	(770) 935-5555
GA	3572	Fox, Gregory B.		4841 Hog Mountain Rd	Flowery Branch	305426427	(770) 965-0061
GA	4138	Fox, Gregory B.		2276 Snellville Plz	Snellville	300782661	(770) 979-0123
GA	4126	Fox, Gregory B.		3400 Centerville Hwy	Snellville	300398005	(770) 985-1111
GA	4128	Fox, Gregory B.		2027 Lawrenceville Suwanee Rd	Suwanee	300242659	(770) 995-0303
GA	4134	Fox, Gregory B.		890 New Hope Rd	Lawrenceville	300456424	(770) 995-5500
GA	8877	Fox, Gregory B.		4121 Lavista Rd	Tucker	30084	(770) 496-1000
GA	4106	Garrett, Timothy C.		611 E Lamar St	Americus	317093744	(229) 928-2000
GA	5740	Garrett, Timothy C.		1721 Powder Springs Rd Sw	Marietta	300644880	(678) 354-6700
GA	8884	Garrett, Timothy C.		2405 Dawson Rd	Albany	317072385	(229) 317-7777
GA	4157	Garrett, Timothy C.		4235 Dallas Acworth Hwy	Dallas	301320399	(770) 505-3030
GA	4178	Hayman, Kerri-Lea		1233 Washington Rd	Thomson	308247352	(706) 595-9656
GA	8888	Hayman, Kerri-Lea		3150 Wrightsboro Rd	Augusta	30909	(706) 736-6788
GA	5761	Hayman, Kerri-Lea		2514 Tobacco Rd	Hephzibah	308157063	(706) 798-5575
GA	8881	Hayman, Kerri-Lea		Bldg #25722	Ft. Gordon	30905	(706) 863-6211
GA	3591	Hayman, Kerri-Lea		5050 Wrightsboro Rd	Grovetown	308132842	(706) 868-0067
GA	4110	Hayman, Kerri-Lea		4357 Washington Rd	Evans	308093962	(706) 868-8185
GA	4119	Menard, Michael E.		401a E 1st St	Vidalia	304744624	(912) 537-1330
GA	4191	Miller, David E.		2230 Holly Springs Pkwy	Canton	301159079	(770) 479-3030
GA	5795	Nagengast, Michael P.		727 Knight Ave	Waycross	315011943	(912) 285-9098
GA	4166	Nagengast, Michael P.		803 Peterson Ave N	Douglas	315334920	(912) 384-3800
GA	8895	Nagengast, Michael P.		3509 Highway 84	Blackshear	31516	(912) 807-8700
GA	5768	Newton, Michael R.		1600 Frederica Rd	St Simons Island	315222500	(912) 638-1166
GA	5712	Orcutt, Michael L.		6130 Roswell Rd Ne	Sandy Springs	303283904	(404) 256-3030

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GA	5707	Orcutt, Michael L.		1959 Howell Mill Rd Nw	Atlanta	303182522	(404) 352-3676
GA	5702	Orcutt, Michael L.		3175 Roswell Rd Ne	Atlanta	303057600	(404) 364-3030
GA	4150	Orcutt, Michael L.		515 N Central Ave	Hapeville	303541603	(404) 669-2666
GA	5708	Orcutt, Michael L.		44 10th St Nw	Atlanta	303093808	(404) 872-3000
GA	3581	Orcutt, Michael L.		6175 Hickory Flat Hwy	Canton	301157257	(678) 493-8282
GA	3582	Orcutt, Michael L.		11242 Cumming Hwy	Canton	301158155	(678) 947-0900
GA	3560	Orcutt, Michael L.		6625 Highway 53 E	Dawsonville	305348010	(706) 216-3780
GA	3574	Orcutt, Michael L.		88 Burnt Mountain Rd	Jasper	301431298	(706) 301-9030
GA	5771	Orcutt, Michael L.		1646b Bradley Park Dr	Columbus	319043002	(706) 322-6630
GA	4167	Orcutt, Michael L.		1078 Highway 19 N	Thomaston	302862229	(706) 647-4555
GA	5770	Orcutt, Michael L.		9177 Marne Rd	Ft. Benning	31905	(706) 689-5533
GA	5774	Orcutt, Michael L.		314 Farr Rd	Columbus	319076249	(706) 689-7676
GA	5722	Orcutt, Michael L.		101 Corporate Plaza Dr	LaGrange	302412801	(706) 883-6010
GA	3590	Orcutt, Michael L.		1740 Lafayette Pkwy	LaGrange	302412500	(706) 885-1103
GA	3567	Orcutt, Michael L.		15 Baker Rd	Newnan	302652155	(770) 251-5355
GA	5736	Orcutt, Michael L.		851b Joe Frank Harris Pkwy Se	Cartersville	301202462	(770) 386-4100
GA	5705	Orcutt, Michael L.		7529 Roswell Rd	Atlanta	303504838	(770) 390-3030
GA	5718	Orcutt, Michael L.		2482 Jett Ferry Rd	Dunwoody	303383039	(770) 395-0716
GA	4139	Orcutt, Michael L.		3643 Cherokee St Nw	Kennesaw	301442028	(770) 423-9696
GA	4121	Orcutt, Michael L.		9925 Haynes Bridge Rd	Alpharetta	300228551	(770) 442-3030
GA	5719	Orcutt, Michael L.		1100 Hammond Dr	Sandy Springs	30328	(770) 451-1552
GA	3564	Orcutt, Michael L.		1764 Hudson Bridge Rd	Stockbridge	302816331	(770) 474-3337
GA	4163	Orcutt, Michael L.		10955 Jones Bridge Rd	Alpharetta	300228109	(770) 475-3353
GA	5733	Orcutt, Michael L.		8496 Tara Blvd	Jonesboro	302363404	(770) 477-0030
GA	4173	Orcutt, Michael L.		7768 McGinnis Ferry Rd	Suwanee	300241622	(770) 497-6688
GA	5706	Orcutt, Michael L.		1294 Alpharetta St	Roswell	300753780	(770) 587-0297
GA	3583	Orcutt, Michael L.		12 Euharlee Rd Sw	Cartersville	301208210	(770) 607-0405
GA	4130	Orcutt, Michael L.		4724 Lower Roswell Rd	Marietta	30068	(770) 641-7020
GA	4192	Orcutt, Michael L.		12460 Crabapple Rd	Alpharetta	300046385	(770) 664-4306
GA	4193	Orcutt, Michael L.		13695 Highway 9 N	Alpharetta	300043671	(770) 664-9508
GA	5759	Orcutt, Michael L.		1065 Access Rd	Covington	300146815	(770) 787-2705
GA	5797	Orcutt, Michael L.		1686 Buford Hwy	Cumming	300416585	(770) 844-0747
GA	4148	Orcutt, Michael L.		241 Atlanta Rd	Cumming	300402609	(770) 887-7710

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GA	4180	Orcutt, Michael L.		2163 Fairburn Rd	Douglasville	301351056	(770) 920-9200
GA	4151	Orcutt, Michael L.		3537 Highway 20 Se	Conyers	300132879	(770) 922-9980
GA	4125	Orcutt, Michael L.		12195 Highway 92	Woodstock	301883602	(770) 924-3300
GA	5747	Orcutt, Michael L.		3545 Canton Rd	Marietta	300667617	(770) 926-0080
GA	4132	Orcutt, Michael L.		2265 Towne Lake Pkwy	Woodstock	301895522	(770) 926-3619
GA	5737	Orcutt, Michael L.		2323 Shallowford Rd	Marietta	300662000	(770) 928-2299
GA	4117	Orcutt, Michael L.		1879 Buford Hwy	Buford	305183628	(770) 945-1400
GA	4181	Orcutt, Michael L.		3695 Kings Hwy	Douglasville	30135	(770) 949-2277
GA	5730	Orcutt, Michael L.		2311 Lake Harbin Rd	Morrow	302601905	(770) 968-3272
GA	4156	Orcutt, Michael L.		3505 Baker Rd Nw	Acworth	301016304	(770) 975-3030
GA	5739	Orcutt, Michael L.		610 N Greenbriar Pkwy	Marietta	300623844	(770) 977-6922
GA	3578	Orcutt, Michael L.		1347 W Pine St	Jesup	315450627	(912) 588-0880
GA	5782	Orcutt, Michael L.		1900 E Victory Dr	Savannah	314043721	(912) 651-6001
GA	5785	Orcutt, Michael L.		1550 Chandler Rd	Statesboro	30458	(912) 681-4326
GA	8922	Orcutt, Michael L.		3745 Highway 17	Richmond Hill	31324	(912) 727-3997
GA	3571	Orcutt, Michael L.		104 East Highway 80	Pooler	31322	(912) 748-1616
GA	4109	Orcutt, Michael L.		591 S Columbia Ave	Rincon	313265587	(912) 826-5383
GA	4189	Orcutt, Michael L.		495 Johnny Mercer Blvd	Savannah	31410	(912) 897-5535
GA	4122	Orcutt, Michael L.		13015 Abercorn St	Savannah	314191970	(912) 920-5050
GA	5781	Orcutt, Michael L.		1101 E Montgomery Xrd	Savannah	31406	(912) 921-0030
GA	3566	Orcutt, Michael L.		4602 Augusta Rd	Garden City	314081725	(912) 964-1455
GA	5701	Orcutt, Michael L.		1439 Oxford Rd Ne	Atlanta	303071046	(404) 373-2200
GA	4141	Orcutt, Michael L.		3300 Buford Hwy Ne	Atlanta	303291710	(404) 633-3231
GA	5726	Orcutt, Michael L.		2165 Cheshire Bridge Rd Ne	Atlanta	303244232	(404) 636-5164
GA	4127	Orcutt, Michael L.		639 Thornton Rd	Lithia Springs	301224456	(678) 945-3990
GA	4105	Orcutt, Michael L.		510 Shorter Ave Nw	Rome	301654201	(706) 235-0808
GA	5723	Orcutt, Michael L.		20 Oneill St Sw	Rome	301616024	(706) 235-5544
GA	5772	Orcutt, Michael L.		2534 Wynnton Rd	Columbus	319062187	(706) 321-1141
GA	4187	Orcutt, Michael L.		5750 Milgen Rd	Columbus	319072443	(706) 568-0030
GA	4165	Orcutt, Michael L.		1861 Roanoke Rd	LaGrange	30240	(706) 883-6900
GA	5725	Orcutt, Michael L.		406 W Taylor St	Griffin	302232818	(770) 229-1872
GA	5717	Orcutt, Michael L.		12 W Washington St	Newnan	302632011	(770) 251-3241
GA	4184	Orcutt, Michael L.		228 Fairview Rd	Ellenwood	302942704	(770) 389-9300

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GA	4116	Orcutt, Michael L.		2985 Villa Rica Hwy	Dallas	301577096	(770) 445-4444
GA	4113	Orcutt, Michael L.		594 Carrollton Villa Rica Hwy	Villa Rica	301804981	(770) 456-8750
GA	5700	Orcutt, Michael L.		4763 Buford Hwy	Atlanta	303413721	(770) 458-3030
GA	4169	Orcutt, Michael L.		645a Glynn St N	Fayetteville	302141110	(770) 460-8222
GA	3593	Orcutt, Michael L.		9165 Roosevelt Hwy	Palmetto	302688630	(770) 463-1000
GA	4190	Orcutt, Michael L.		2100 Highway 54	Peachtree City	302691561	(770) 487-5800
GA	3561	Orcutt, Michael L.		6525 Hiram Douglasville Hwy	Douglasville	301345519	(770) 489-3990
GA	5720	Orcutt, Michael L.		1209 Maple St	Carrollton	301174226	(770) 832-1316
GA	4170	Orcutt, Michael L.		821 Bankhead Hwy	Carrollton	301171919	(770) 834-4494
GA	5729	Orcutt, Michael L.		1200 West Ave Sw	Conyers	300125271	(770) 922-2820
GA	5744	Orcutt, Michael L.		6274 Mableton Parkway SE	Mableton	301265229	(770) 941-2959
GA	4129	Orcutt, Michael L.		4154 Austell Powder Springs Rd SW	Powder Springs	301272926	(770) 943-3030
GA	5715	Orcutt, Michael L.		704 Highway 42 S	McDonough	30253	(770) 954-3030
GA	5780	Orcutt, Michael L.		327a W Memorial Dr	Hinesville	31313	(912) 368-3373
GA	8967	Podsen, Joseph M.		2520 Bouldercrest Rd Se	Atlanta	303164808	(404) 241-7900
GA	5713	Podsen, Joseph M.		5207 Memorial Dr	Stone Mountain	300833112	(404) 294-7743
GA	5758	Podsen, Joseph M.		1195 Fairburn Rd Sw	Atlanta	303312151	(404) 344-3435
GA	4145	Podsen, Joseph M.		3435 Roosevelt Hwy	Red Oak	302722312	(404) 768-0099
GA	4140	Podsen, Joseph M.		461 Ponce De Leon Ave Ne	Atlanta	303081838	(404) 874-0030
GA	3562	Podsen, Joseph M.		868 S Main St	Cleveland	305281460	(706) 348-6610
GA	3575	Podsen, Joseph M.		4295 Old Highway 76	Blue Ridge	305138002	(706) 632-4777
GA	3569	Podsen, Joseph M.		91 Highland Dr	East Ellijay	305406279	(706) 697-3600
GA	3570	Podsen, Joseph M.		199 Highway 515 W	Blairsville	305123660	(706) 745-5400
GA	3587	Podsen, Joseph M.		160 Franklin St	Clarksville	30523	(706) 754-9111
GA	4162	Podsen, Joseph M.		230 Merchants Way	Cornelia	305314703	(706) 776-3333
GA	3527	Podsen, Joseph M.		151 U S Highway 27 Byp	Bremen	301101972	(770) 537-5170
GA	4144	Podsen, Joseph M.		45 Hudson Plz	Fairburn	302131666	(770) 969-0101
GA	5731	Podsen, Joseph M.		6445 Highway 85	Riverdale	302742024	(770) 994-3030
GA	3586	Podsen, Joseph M.		1087 E Franklin St	Hartwell	306432252	(706) 377-7272
GA	3565	Schwartz, Kevin R.		3591 Chattanooga Rd	Tunnel Hill	307559393	(706) 673-3566
GA	4108	Schwartz, Kevin R.		95 Poplar Springs Rd	Ringgold	307362808	(706) 965-5000
GA	8879	Schwartz, Kevin R.		2518 Cleveland Highway	Dalton	30721	(706) 529-7499
GA	5764	Shoemaker, Justin S.		222 W Cuyler St	Dalton	307208209	(706) 226-1008

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GA	4194	Shoemaker, Justin S.		430 Red Bud Rd Ne	Calhoun	307011959	(706) 629-0500
GA	4111	Shoemaker, Justin S.		3551 Highway 411 North	Chatsworth	30705	(706) 695-3442
GA	8050	Shoemaker, Justin S.		12316 Highway 27	Summerville	307475885	(706) 857-5868
GA	5735	Shoemaker, Justin S.		1010 Battlefield Pkwy	Ft. Oglethorpe	307423948	(706) 861-0030
GA	5773	Sorrelle, Tanya		505 S Scott St	Bainbridge	398194101	(229) 243-0992
GA	4186	Teel, Ricky E.		4644 Bemiss Rd	Valdosta	316057844	(229) 244-0030
GA	5791	Teel, Ricky E.		210 Northside Dr	Valdosta	316021858	(229) 247-6341
GA	3576	Teel, Ricky E.		410 N Hutchinson Ave	Adel	316202078	(229) 896-2100
GA	5778	Teel, Ricky E.		604 S Main St	Moultrie	317684640	(229) 985-6685
GA	5779	Teel, Ricky E.		421 Love Ave	Tifton	317944403	(229) 386-4800
GA	8997	Teel, Ricky E.		702 Tifton Rd	Nashville	316393712	(229) 686-2200
GA	4159	Wallace, Chip M.		607 S Grant St	Fitzgerald	317503315	(229) 423-8777
GA	5765	Wallace, Chip M.		213 W Jackson St	Dublin	310216117	(478) 272-7831
GA	5794	Wallace, Chip M.		1113 Washington St	Perry	310693349	(478) 987-4877
HI	18032	Lingren,Kenneth		2424 S Beretania St	Honolulu	968261535	(808) 744-2283
HI	18035	Lingren,Kenneth		2560 McCarthy Mall	Honolulu	96822	(808) 956-6265
HI	18005	Rompel,Michael		535 Wisser Road	Honolulu	96819	(808) 744-0365
HI	18013	Rompel,Michael		Aikahi Park Shopping Center, 26 Hoolai St #800	Kailua	96734	(808) 254-6433
HI	18021	Rompel,Michael		54-316 Kamehameha Hwy	Hauula	967621138	(808) 293-2300
HI	18027	Rompel,Michael		67-1185 Mamalahoa Hwy.	Kamuela	96743	(808) 885-4400
HI	18028	Rompel,Michael		Kopiko Plaza, 75-5660 Kipiko Street	Kilua-Kona	96740	(808) 329-9500
HI	18029	Rompel,Michael		419 Kilauea Ave	Hilo	96720	(808) 961-3030
HI	18030	Rompel,Michael		Hickam Bldg #1756, Kuntz Avenue Hickam AFB	Honolulu	96853	(808) 853-4917
HI	18031	Rompel,Michael		Menoher Road Schofield Barracks, Schofield Bldg	Wahiawa	96857	(808) 624-0702
HI	18034	Rompel,Michael		880 Aliamanu Drive	Honolulu	96818	(808) 836-3100
HI	18036	Rompel,Michael		4850 Kapolei Pkwy #b-1	Kapolei	96707	(808) 625-3800
HI	18037	Rompel,Michael		95-1057 Ainamakua Dr, Bldg F	Miilani	96789	(808) 888-0030
HI	18038	Rompel,Michael		440 Kilani Ave	Wahiawa	96786	(808) 622-3030
HI	18039	Rompel,Michael		1160 Kuala Street, Space 202	Pearl City	96782	(808) 200-1500
HI	18018	White,Kelly		91-1001 Kaimalie St, #109	Ewa Beach	967066247	(808) 689-8323
IA	1756	Bjerke, Stuart A.		2110 Park Ave	Muscatine	527615448	(563) 264-3030
IA	1746	Bjerke, Stuart A.		3200 Division St	Burlington	526011653	(319) 752-3030
IA	1724	Bjerke, Stuart A.		117 N Ankeny Blvd	Ankeny	500231708	(515) 963-0000

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IA	1705	Bjerke, Stuart A.		2200 NW 159th St	Clive	50325	(515) 987-0770
IA	1703	Bjerke, Stuart A.		301 N Wapello St	Ottumwa	525012471	(641) 684-5151
IA	1735	Creech, Scott		1606 1st Ave E	Newton	502084047	(641) 792-6655
IA	1769	Cutshall, Gregory S.	Development	2004 W Broadway	Council Bluffs	515013763	(712) 325-8848
IA	1771	Graves, William B.	Development	1400 Hamilton Blvd	Sioux City	51103	(712) 252-5600
IA	1770	Graves, William B.	Development	3936 Transit Ave	Sioux City	511062445	(712) 274-2100
IA	1790	Gritz, Paul M.		125 S Delaware Ave	Mason City	504013908	(641) 423-2330
IA	1750	Hansen, Tanner R.		529 S Riverside Dr	Iowa City	522463346	(319) 338-0030
IA	1730	Linn, Larry D.		1430 5th Ave S	Fort Dodge	505014905	(515) 576-1111
IA	1737	Lockhart, Eric J.		2024 College St	Cedar Falls	50613	(319) 266-3333
IA	1738	Lockhart, Eric J.		2013 Central Ave	Dubuque	520013566	(563) 556-2300
IA	1739	Lockhart, Eric J.		3412 Pennsylvania Ave	Dubuque	520025134	(563) 557-3030
IA	1788	Mabrey, Jeffrey M.		1027 Main St	Keokuk	526324663	(319) 524-9770
IA	1753	Ocel, Scott A.		1926 Brady St	Davenport	528032947	(563) 323-3030
IA	1758	Ocel, Scott A.		3232 Utica Ridge Rd	Bettendorf	527221658	(563) 359-7777
IA	1742	Pedersen, Blane C.		4105 Center Point Rd Ne	Cedar Rapids	524026417	(319) 393-3030
IA	1722	Peterson, Wayne A.		4825 Ep True Pkwy	West Des Moines	502656403	(515) 226-0030
IA	1713	Peterson, Wayne A.		2914 E University Ave	Des Moines	503178236	(515) 265-0030
IA	1714	Peterson, Wayne A.		3105 Douglas Ave	Des Moines	503105307	(515) 274-3030
IA	1715	Peterson, Wayne A.		7620 Douglas Ave	Urbandale	503223018	(515) 276-0030
IA	1723	Peterson, Wayne A.		902 Army Post Rd	Des Moines	503155570	(515) 285-3030
IA	1711	Peterson, Wayne A.		1430 E Army Post Rd	Des Moines	503201808	(515) 287-3030
IA	1720	Peterson, Wayne A.		401 Grand Ave	Des Moines	503092381	(515) 288-3030
IA	1700	Peterson, Wayne A.		118 Hayward Ave	Ames	500147259	(515) 292-3030
IA	1702	Peterson, Wayne A.		104 N Center St	Marshalltown	50158	(641) 752-3030
IA	1743	Saghah, Hamed		2210 16th Ave Sw	Cedar Rapids	524041615	(319) 366-3030
IA	1740	Saghah, Hamed		1396 7th Ave	Marion	523023407	(319) 377-0030
IA	1762	Stoll, Norman L.		1451 Ansborough Ave	Waterloo	507013430	(319) 291-3030
IA	1704	Wiechmann, John P.		501 W Bremer Ave	Waverly	506773039	(319) 483-9444
ID	7313	Beadles, Jonathon G.		16 1/2 E Bullion St	Hailey	83333	(208) 578-2100
ID	7329	Beadles, Jonathon G.		1027 E Kuna Rd	Kuna	83634	(208) 922-3399
ID	7322	Buono, Lewis A.		3206 5th St	Lewiston	835014306	(208) 743-9595
ID	7036	Buono, Lewis A.		316 18th St	Lewiston	835012010	(208) 746-9595

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ID	7320	Buono, Lewis A.		1104 S Main St	Moscow	838434206	(208) 883-1555
ID	7314	Clysdale, William Patrick		1976 S Lincoln Ave	Jerome	833386150	(208) 644-1300
ID	7392	Clysdale, William Patrick		532 Washington St N	Twin Falls	833013801	(208) 734-3960
ID	7324	Hightower, Melissa A.		112 E Seltice Way	Post Falls	838545292	(208) 457-1216
ID	7318	Hightower, Melissa A.		15640 N Highway 41	Rathdrum	838588710	(208) 687-3480
ID	7321	Hightower, Melissa A.		50 W Neider Ave	Coeur d'Alene	838158204	(208) 765-1216
ID	7317	Hightower, Melissa A.		9020 N Hess St	Hayden	83835	(208) 772-8210
ID	7390	Meyer, Robert O.		275 Yellowstone Ave	Pocatello	832014656	(208) 232-4332
ID	7333	Meyer, Robert O.		110 Knudsen Blvd	Chubbuck	83202	(208) 237-5500
ID	7301	Mikelonis, Phil F.		1013 S Vista Ave	Boise	837052428	(208) 343-5995
ID	7304	Mikelonis, Phil F.		2164 Broadway Ave	Boise	837064205	(208) 345-5551
ID	7302	Mikelonis, Phil F.		10396 W Fairview Ave	Boise	837048013	(208) 377-5201
ID	7308	Mikelonis, Phil F.		1011 12th Ave S	Nampa	836514660	(208) 465-5555
ID	7395	Mikelonis, Phil F.		2934 E Greenhurst Rd	Nampa	836868512	(208) 467-7778
ID	7315	Mikelonis, Phil F.		8666 W Ardene St	Boise	83709	(208) 658-5555
ID	7303	Mikelonis, Phil F.		5000 W State St	Boise	837033328	(208) 853-6060
ID	7327	Mikelonis, Phil F.		498 E State St	Eagle	836165935	(208) 939-4440
ID	7307	Mikelonis, Phil F.		1123 Cleveland Blvd	Caldwell	836053855	(208) 454-8888
ID	7312	Mikelonis, Phil F.		950 W 6th S	Mountain Home	836473337	(208) 587-5000
ID	7311	Mikelonis, Phil F.		1701 W Cherry Ln	Meridian	836421340	(208) 887-6400
ID	7325	Tetachuk, Darren B.		316 N 5th Ave	Sandpoint	838641428	(208) 263-6600
ID	7391	Turner, David L.		155 W Main St	Rexburg	834401976	(208) 356-9555
ID	7306	Wood, Wesley K.		1675 Market Way	Ammon	834046519	(208) 523-3030
ID	7305	Wood, Wesley K.		945 W Broadway St	Idaho Falls	834023354	(208) 523-7530
ID	7397	Wood, Wesley K.		1233 Parkway Dr	Blackfoot	83221	(208) 782-0303
IL	2726	Al-Farah, Ayed T.		686 Barrington Rd	Streamwood	60107	(630) 830-6700
IL	2982	Al-Farah, Ayed T.		10402 S Harlem Ave	Palos Hills	604652037	(708) 233-0700
IL	2986	Al-Farah, Ayed T.		3336 N Harlem Ave	Chicago	606343601	(773) 622-9600
IL	2716	Al-Farah, Ayed T.		5008 N Pulaski Rd	Chicago	606302707	(773) 685-3030
IL	2878	Al-Farah, Ayed T.		4608 W Fullerton Ave	Chicago	606391816	(773) 772-9000
IL	2983	Al-Farah, Ayed T.		1951 N Mannheim Rd	Melrose Park	601601012	(708) 338-3030
IL	2993	Ambre, Timothy J.		380 W Galena Blvd	Aurora	605064580	(630) 264-4444
IL	2952	Baretz, Douglas W.		3778 E State St	Rockford	611081918	(815) 398-3333

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IL	2949	Baretz, Douglas W.		1935 Harlem Rd	Loves Park	61111	(815) 654-7000
IL	2844	Baretz, Douglas W.		2922 N Main St	Rockford	611033121	(815) 986-3333
IL	2915	Barwig, Earl D.		321 N Main St	Benton	628121358	(618) 439-9200
IL	2916	Barwig, Earl D.		1340 W Main St	Salem	628813802	(618) 548-6600
IL	2773	Barwig, Earl D.		716 S Logan St	West Frankfort	628962636	(618) 937-4636
IL	2795	Barwig, Earl D.		701 S Greenbriar Rd	Cartersville	629181694	(618) 985-3030
IL	2966	Beard, Joel R.		201 S Lombard St	Mahomet	61853	(217) 586-1600
IL	2822	Beard, Joel R.		415 Keokuk St	Lincoln	626561726	(217) 735-3333
IL	2810	Beard, Joel R.		425 N Western Ave	Peoria	616061653	(309) 637-3315
IL	2820	Beard, Joel R.		3320 N Prospect Rd	Peoria	616031510	(309) 686-1676
IL	2817	Beard, Joel R.		11 E Jackson St	Morton	615501621	(309) 266-7777
IL	2975	Bilisoly, Joseph L.		738 E Schaumburg Rd	Schaumburg	601943508	(847) 490-1111
IL	2756	Botrice, Morice B.		3144 W Devon Ave	Chicago	606591427	(773) 743-3030
IL	2736	Bronzell, Anthony S.		19310 La Grange Rd	Mokena	604489349	(708) 478-1200
IL	2996	Burch, Nicholas M.		806 Lehmen Dr	Chester	62233	(618) 826-2020
IL	9174	Burch, Nicholas M.		887 E Grand Ave	Carbondale	62901	(618) 457-2333
IL	2891	Chiodo, Steven R.		38973 N Lewis Ave	Beach Park	60099	(847) 249-4050
IL	2708	Chiodo, Steven R.		1169 Lee St	Des Plaines	600166516	(847) 298-8610
IL	2718	Chiodo, Steven R.		2207 Grand Ave	Waukegan	600853310	(847) 360-0800
IL	2715	Chiodo, Steven R.		133 N Arlington Heights Rd	Buffalo Grove	600891781	(847) 459-1803
IL	2837	Chiodo, Steven R.		12 W Dundee Rd	Wheeling	600904864	(847) 541-7579
IL	2792	Chiodo, Steven R.		233 Dundee Ave	Elgin	601204235	(847) 697-3030
IL	2778	Chiodo, Steven R.		308 W Rollins Rd	Round Lake Beach	600731218	(847) 740-3030
IL	2887	Chiodo, Steven R.		1828 Sheridan Rd	Zion	600994122	(847) 746-2000
IL	2871	Chiodo, Steven R.		726 S Milwaukee Ave	Gurnee	60031	(847) 816-7771
IL	2751	Chiodo, Steven R.		646 Rt 173	Antioch	600021406	(847) 838-3030
IL	2787	Chiodo, Steven R.		837 S Lake St	Mundelein	600605608	(847) 949-7770
IL	2961	Cronin, Kevin G.		469 W Liberty St	Wauconda	600843401	(847) 526-0550
IL	2965	Daugherty, Danny J.		44 N Commercial St	Harrisburg	62946	(618) 252-8311
IL	2912	Daugherty, Danny J.		820 S Park Ave	Herrin	629484111	(618) 988-1686
IL	2803	Emtiaz, Mohammad Ali		1135 W Wood St	Decatur	625222779	(217) 422-2244
IL	2825	Emtiaz, Mohammad Ali		1810 Court St	Pekin	615545123	(309) 353-8880
IL	2802	Emtiaz, Mohammad Ali		305 W Beaufort St	Normal	617614527	(309) 454-5111

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IL	2801	Emtiaz, Mohammad Ali		2205 E Oakland Ave	Bloomington	617015753	(309) 665-0505
IL	2805	Emtiaz, Mohammad Ali		1948 E Eldorado St	Decatur	625212128	(217) 429-4155
IL	2816	Emtiaz, Reza M.		2311 Washington Rd	Washington	615711860	(309) 745-9388
IL	2777	Fischer, Gregory D.		329 Chicago Ave	Oak Park	603022314	(708) 524-8111
IL	2926	Gharagozlu, Shahram		229 Barron Blvd	Grayslake	600301637	(847) 223-3300
IL	2948	Good, Randall L.		4707 N Harlem Ave	Harwood Heights	607064606	(708) 867-4900
IL	2782	Griese, John P.		115 W Rockland Rd	Libertyville	60048	(847) 367-6200
IL	2807	Groll III, John W.		2801 Ogden Ave	Lisle	605321989	(630) 355-5700
IL	2942	Helvie, Lane D.		323 W Irving Park Rd	Wood Dale	601911357	(630) 860-0111
IL	2797	Herron, Gina M.		1944 Mcdonald Rd	South Elgin	601772288	(847) 289-2200
IL	2730	Hillman, Michael		901 Lucinda Ave	Dekalb	601152100	(815) 756-3626
IL	2987	Khan, Saad J.		4767 Saulk Trail	Richton Park	60471	(708) 481-4780
IL	2827	Kumar, Kuldeep		4315 S Ashland Ave	Chicago	606093140	(773) 254-3030
IL	2738	Lindeman, Kenneth R.		1450 W Main St	St. Charles	601741679	(630) 377-3030
IL	2847	Lindeman, Kenneth R.		5531 Belmont Rd	Downers Grove	605154477	(630) 515-1700
IL	2776	Lindeman, Kenneth R.		24 S Prospect Ave	Clarendon Hills	605141336	(630) 654-3030
IL	2711	Lindeman, Kenneth R.		1036 S York Rd	Elmhurst	601265122	(630) 834-0200
IL	2808	Lindeman, Kenneth R.		619 W Roosevelt Rd	Wheaton	601875059	(630) 871-3030
IL	2908	Lindeman, Kenneth R.		127 E. State St	Batavia	605102668	(630) 879-3030
IL	2724	Lindeman, Kenneth R.		211 E Army Trail Rd	Glendale Heights	601391758	(630) 893-3030
IL	2905	Lindeman, Kenneth R.		6942 Kingery Hwy	Willowbrook	605272201	(630) 920-8200
IL	2784	Lindeman, Kenneth R.		6613 Cermak Rd	Berwyn	604022314	(708) 749-4949
IL	2869	Lindeman, Kenneth R.		1453 E Hyde Park Blvd	Chicago	606153037	(773) 324-3800
IL	2865	Lindeman, Kenneth R.		5912 N Clark St	Chicago	606603208	(773) 769-3030
IL	2759	Lindeman, Kenneth R.		1415 W Irving Park Rd	Chicago	606131920	(773) 871-3030
IL	2721	Lindeman, Kenneth R.		450 E Dundee Rd	Palatine	60074	(847) 359-4200
IL	2710	Lindeman, Kenneth R.		1009 N Northwest Hwy	Park Ridge	600681805	(847) 692-9120
IL	2741	Lockhart, Eric J.		3708 14th Ave	Rock Island	612013013	(309) 788-1111
IL	2744	Lockhart, Eric J.		734 Avenue Of The Cities	East Moline	612444048	(309) 792-0030
IL	2918	Mabrey, Jeffrey M.		2501 Broadway St	Quincy	623013643	(217) 223-4040
IL	2701	Mabrey, Jeffrey M.		123 W Calhoun St	Macomb	614552121	(309) 836-3030
IL	2972	Manos, Anthony P.	Development	2411 119th St	Blue Island	604061099	(708) 239-0009
IL	2703	Manos, Anthony P.	Development	9022 S Cicero Ave	Oak Lawn	604531826	(708) 425-9191

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IL	2889	Manos, Anthony P.	Development	655 E Sibley Blvd	Dolton	604192673	(708) 841-9490
IL	2733	Manos, Anthony P.	Development	18401 Burnham Ave	Lansing	604383036	(708) 895-8848
IL	2786	Manos, Anthony P.	Development	6168 Northwest Hwy	Crystal Lake	600147931	(815) 455-1515
IL	2974	Manos, Anthony P.	Development	634 Northwest Hwy	Cary	600132073	(847) 516-3030
IL	9160	Manos, Anthony P.	Development	1410 Waukegan Rd	Glenview	600252172	(224) 766-3030
IL	9169	Manos, Anthony P.	Development	2141 183rd St	Homewood	60430	(708) 794-4455
IL	9161	Manos, Anthony P.	Development	5410 W Devon Ave	Chicago	60646	(708) 887-6000
IL	9172	Manos, Anthony P.	Development	857 W 115th St	Chicago	60643	(773) 260-0115
IL	2712	Manos, Anthony P.	Development	2455 W Fullerton Ave	Chicago	606473101	(773) 276-9800
IL	2755	Manos, Anthony P.	Development	3103 N Clark St	Chicago	606574413	(773) 528-3030
IL	2789	Manos, Anthony P.	Development	2231 N Lincoln Ave	Chicago	606143717	(773) 665-7232
IL	2824	Manos, Anthony P.	Development	325 E Rand Rd	Arlington Heights	600043103	(847) 259-8110
IL	9175	Manos, Anthony P.	Development	911 Foster St	Evanston	60201	(847) 563-3030
IL	2705	Manos, Anthony P.	Development	4510 Oakton St	Skokie	600763143	(847) 675-7711
IL	2771	Manos, Anthony P.	Development	1141 S Arlington Heights Rd	Arlington Hts.	600053171	(847) 758-1010
IL	9163	Manos, Anthony P.	Development	890 S Rand Rd	Lake Zurich	600473418	(847) 796-3300
IL	2962	Manos, Anthony P.	Development	541 Dundee Ave	East Dundee	601181642	(847) 836-4900
IL	2990	Manos, Anthony P.	Development	3903 W Algonquin Rd	Algonquin	60102	(847) 854-5554
IL	9162	Manos, Anthony P.	Development	2083 Barrington Rd	Hoffman Estates	60169	(847) 908-2100
IL	2753	Marks III, Loren E.		205 W Deyoung St	Marion	62959	(618) 993-3030
IL	2904	Miller, Kenny L.		101 S Henrietta St	Effingham	624011947	(217) 347-7788
IL	2909	Montez, Raymond J.		2035 S Washington St	Naperville	605652588	(630) 416-9900
IL	2937	Montez, Raymond J.		1148 Douglas Rd	Oswego	605439040	(630) 554-7777
IL	2839	Montez, Raymond J.		646 S Frontenac St	Aurora	605046110	(630) 585-8888
IL	2725	Montez, Raymond J.		358 N Schmidt Rd	Bolingbrook	604401769	(630) 759-7421
IL	2750	Montez, Raymond J.		2007 Essington Rd	Joliet	604351629	(815) 436-8000
IL	2853	Montez, Raymond J.		571 Collins St	Joliet	60432	(815) 722-3313
IL	2860	Montez, Raymond J.		60 Meadowview Ctr	Kankakee	609012041	(815) 939-4000
IL	2861	Montez, Raymond J.		1735 E Maple St	Kankakee	609015715	(815) 939-4400
IL	2862	Montez, Raymond J.		100 E John Casey Rd	Bourbonnais	609143321	(815) 939-6400
IL	2888	Montez, Raymond J.		350 Ridge Rd	Wilmette	600911422	(847) 256-9020
IL	2765	Montez, Raymond J.		148 Green Bay Rd	Highwood	600401909	(847) 433-6441
IL	2720	Montez, Raymond J.		2600 Martin Luther King Jr Dr	North Chicago	600642332	(847) 473-3030

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IL	2781	Montez, Raymond J.		67 Green Bay Rd	Glencoe	60092	(847) 835-1500
IL	2886	Oviedo, Angel		1022 Waukegan Rd	Northbrook	600623700	(847) 205-0025
IL	2832	Pascucci, Anthony B.		65 S Us Highway 12	Fox Lake	600201750	(847) 587-4666
IL	2830	Ratterman, Mark B.		901 W Morton Ave	Jacksonville	626504021	(217) 243-7541
IL	2954	Ratterman, Mark B.		401 N State St	Litchfield	620562038	(217) 324-3030
IL	2900	Ratterman, Mark B.		1108 N Cunningham Ave	Urbana	618021810	(217) 328-6800
IL	2921	Ratterman, Mark B.		102 E Green St	Champaign	618205302	(217) 355-0717
IL	2924	Ratterman, Mark B.		1803 W Kirby Ave	Champaign	618215410	(217) 398-6800
IL	2923	Ratterman, Mark B.		1702 W Bradley Ave	Champaign	618212202	(217) 398-6900
IL	2940	Ratterman, Mark B.		714 N Gilbert St	Danville	618323942	(217) 442-4242
IL	2840	Ratterman, Mark B.		409 N Grand Ave E	Springfield	627023824	(217) 528-2001
IL	2845	Ratterman, Mark B.		106 W Park St	Taylorville	625681547	(217) 824-4222
IL	2920	Ratterman, Mark B.		520 S Tanner St	Rantoul	618662924	(217) 893-4455
IL	2702	Ratterman, Mark B.		719 N Henderson St	Galesburg	614012515	(309) 344-3030
IL	2932	Ratterman, Mark B.		5519 N Illinois St	Fairview Heights	622083509	(618) 236-2020
IL	2955	Ratterman, Mark B.		241 W Saint Louis Ave	E. Alton	620241175	(618) 254-5000
IL	2930	Ratterman, Mark B.		4000 W Main St	Belleville	622265804	(618) 277-0300
IL	2931	Ratterman, Mark B.		1900 N Belt E	Belleville	622215504	(618) 277-4601
IL	2963	Ratterman, Mark B.		1125 Columbia Ctr	Columbia	622362559	(618) 281-9393
IL	2933	Ratterman, Mark B.		1302 Camp Jackson Rd	Cahokia	622062202	(618) 332-2266
IL	2958	Ratterman, Mark B.		608 Vandalia St	Collinsville	622344069	(618) 345-8825
IL	2964	Ratterman, Mark B.		103 W Bethalto Blvd	Bethalto	62010	(618) 377-3030
IL	2903	Ratterman, Mark B.		2190 Patricia Ct	Caseyville	622322327	(618) 394-0030
IL	2956	Ratterman, Mark B.		3310 Godfrey Rd	Godfrey	62035	(618) 466-9595
IL	2848	Ratterman, Mark B.		218 S State St	Jerseyville	620521854	(618) 498-2111
IL	2929	Ratterman, Mark B.		729 W Us Highway 50	O'Fallon	622691972	(618) 624-2700
IL	2971	Ratterman, Mark B.		12545 State Route 143	Highland	62249-1071	(618) 654-7700
IL	2953	Ratterman, Mark B.		1500 State Route 127	Greenville	62246	(618) 664-3033
IL	2967	Ratterman, Mark B.		427 Edwardsville Rd	Troy	622941388	(618) 667-6100
IL	2957	Ratterman, Mark B.		120 E Vandalia St	Edwardsville	620251703	(618) 692-1515
IL	2959	Ratterman, Mark B.		2201 Madison Ave	Granite City	620404706	(618) 877-3030
IL	2849	Ratterman, Mark B.		3988 Maryville Rd	Granite City	620404174	(618) 931-3030
IL	9167	Ratterman, Mark B.		207 W Winters St	Scott AFB	62225	(618) 744-9292

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IL	2852	Razban, Ahmad		501 W 10th St	Metropolis	629601509	(618) 524-5111
IL	2779	Shekhar, Chander		5016 S Pulaski Rd	Chicago	606324218	(773) 582-4040
IL	2985	Shekhar, Chander		5401 S Harlem Ave	Chicago	606382205	(773) 788-1800
IL	2973	Shekhar, Chander		8841 159th St	Orland Hills	60477	(708) 460-9900
IL	2881	Sieve, Joseph E.	Development	143 W Division St	Chicago	606101915	(312) 664-7440
IL	2788	Sieve, Joseph E.	Development	1234 S Canal St	Chicago	606075213	(312) 666-5900
IL	2851	Sieve, Joseph E.	Development	4039 W 26th St	Chicago	606233701	(773) 277-3166
IL	9165	Sieve, Joseph E.	Development	2331 W Madison St	Chicago	60612	(312) 600-9121
IL	9173	Sieve, Joseph E.	Development	321 E 35th St	Chicago	606163950	(312) 929-3325
IL	9168	Sieve, Joseph E.	Development	18w333 Roosevelt Rd	Lombard	601484180	(630) 785-6160
IL	9179	Sieve, Joseph E.	Development	106 Broadview Village Sq	Broadview	60155	(708) 731-3163
IL	9166	Sieve, Joseph E.	Development	2508 W Cermak Rd	Chicago	606083710	(773) 475-6147
IL	9164	Sieve, Joseph E.	Development	8149 S Cottage Grove Ave	Chicago	606195103	(773) 891-1446
IL	9171	Sieve, Joseph E.	Development	2306 W 95th St	Chicago	60643	(773) 941-8537
IL	9170	Sieve, Joseph E.	Development	200 W North Ave	West Chicago	60185	(630) 520-0606
IL	2714	Stevens, John R.		1785 Marketview Dr	Yorkville	605601872	(630) 553-9595
IL	2863	Tien, Peter T.		8538 Ogden Ave	Lyons	605341063	(708) 447-9898
IL	2902	Vosburgh, Lance A.		1001 Charleston Ave	Mattoon	619384126	(217) 235-7104
IL	2960	Vosburgh, Lance A.		734 Salem Rd	Mt Vernon	628643565	(618) 244-3030
IL	2950	Vosburgh, Lance A.		435 S Elm St	Centralia	628013909	(618) 532-0202
IN	2588	Asmar, Amer T.	Development	920 S Merrifield Ave	Mishawaka	46544	(574) 257-1700
IN	2584	Asmar, Amer T.	Development	51160 Bittersweet Rd	Granger	465308857	(574) 271-8885
IN	2648	Fendel, Vincent L.		320 Broadway St	New Haven	467741104	(260) 749-9999
IN	2625	Gronemann, James W.		1707 Laporte Ave	Valparaiso	463835820	(219) 465-5500
IN	2624	Gronemann, James W.		805 N Main St	Crown Point	463073237	(219) 662-0313
IN	2620	Gronemann, James W.		7444 Kennedy Ave	Hammond	463232649	(219) 844-2555
IN	2622	Gronemann, James W.		2316 Franklin St	Michigan City	463604541	(219) 879-8330
IN	2602	Gronemann, James W.		5374 Broadway	Merrillville	464101555	(219) 884-0114
IN	2550	Koehler, Christopher Tristan James		401 National Rd W	Richmond	47374	(765) 966-8351
IN	2583	Metro, Louis C.		1103 U.S. Highway 50	Lawrenceburg	470251142	(812) 537-0006
IN	2634	Reiniche, Jeffrey R.		801 S Wayne St	Angola	467032122	(260) 665-3880
IN	2574	Seagle, Joseph M.		5714 N 1st Ave	Evansville	477104459	(812) 423-5511
IN	2577	Seagle, Joseph M.		421 N Saint Joseph Ave	Evansville	477125500	(812) 424-7333

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IN	2585	Seagle, Joseph M.		1940 N Green River Rd	Evansville	477151908	(812) 471-8585
IN	2570	Seagle, Joseph M.		600 N Weinbach Ave	Evansville	477115909	(812) 473-1011
IN	2573	Seagle, Joseph M.		2619 N 6th St	Vincennes	475913622	(812) 886-4200
IN	2578	Seagle, Joseph M.		2101 S Weinbach Ave	Evansville	477144207	(812) 473-3383
IN	2571	Seagle, Joseph M.		1304 S Green River Rd	Evansville	477155618	(812) 477-5544
IN	2537	Seagle, Joseph M.		854 State St	Newburgh	476301260	(812) 853-3030
IN	2530	Spinney, Shawn J.		1330 Wabash Ave	Terre Haute	478073314	(812) 232-8133
IN	2534	Spinney, Shawn J.		4408 S 7th St	Terre Haute	478024304	(812) 299-7171
IN	2567	Taylor, Robert III		4545 Rockville Rd	Indianapolis	462223959	(317) 240-3030
IN	2664	Taylor, Robert III		7875 W 10th St	Indianapolis	462142427	(317) 271-0413
IN	2563	Taylor, Robert III		3851 Moller Rd	Indianapolis	462542930	(317) 299-3030
IN	2565	Taylor, Robert III		1505 N Arlington Ave	Indianapolis	462193208	(317) 357-3030
IN	2558	Taylor, Robert III		4070 Pendleton Way	Indianapolis	462265224	(317) 547-3030
IN	2559	Taylor, Robert III		5917 E 82nd St	Indianapolis	462501523	(317) 578-3030
IN	2555	Taylor, Robert III		843 N Capitol Ave	Indianapolis	46204	(317) 635-3030
IN	2569	Taylor, Robert III		2522 E Washington St	Indianapolis	462014126	(317) 636-0900
IN	2541	Taylor, Robert III		1713 N Morton St	Franklin	461311033	(317) 738-4455
IN	2514	Taylor, Robert III		597 Westfield Rd	Noblesville	460601321	(317) 773-7373
IN	2566	Taylor, Robert III		4030 S Emerson Ave	Indianapolis	462035920	(317) 783-3030
IN	2568	Taylor, Robert III		3220 S East St	Indianapolis	462271116	(317) 784-7755
IN	2554	Taylor, Robert III		8150 Oaklondon Rd	Indianapolis	462369554	(317) 823-0030
IN	2546	Taylor, Robert III		2235 E Main St	Plainfield	461681817	(317) 839-3966
IN	2529	Taylor, Robert III		11805 Allisonville Rd	Fishers	460382313	(317) 842-3131
IN	2532	Taylor, Robert III		841 S Range Line Rd	Carmel	460322504	(317) 846-6100
IN	2665	Taylor, Robert III		4430 Mann Rd	Indianapolis	462213300	(317) 856-3331
IN	2611	Taylor, Robert III		1486 W Oak St	Zionsville	460771800	(317) 873-0300
IN	2666	Taylor, Robert III		7940 Michigan Rd	Indianapolis	462682393	(317) 876-3030
IN	2547	Taylor, Robert III		4979 W Smith Valley Rd	Greenwood	461429022	(317) 881-3030
IN	2606	Taylor, Robert III		711 E Main St	Westfield	460749440	(317) 896-9292
IN	2560	Taylor, Robert III		9935 E 21st St	Indianapolis	462291711	(317) 899-3030
IN	2661	Taylor, Robert III		501 E 38th St	Indianapolis	462052744	(317) 924-3030
IN	2517	Taylor, Robert III		130 South Peru St	Cicero	46034	(317) 984-7307
IN	2535	Taylor, Robert III		202 N Detroit St	Warsaw	465803331	(574) 269-5757

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IN	2654	Taylor, Robert III		1627 Edison Rd	South Bend	466375603	(574) 271-0300
IN	2670	Taylor, Robert III		701 E Broadway	Logansport	469473159	(574) 753-6305
IN	2502	Taylor, Robert III		811 W Mcgalliard Rd	Muncie	473031756	(765) 289-3030
IN	2511	Taylor, Robert III		1221 S Creasy Ln	Lafayette	479057430	(765) 447-9111
IN	2630	Taylor, Robert III		509 E Lincoln Rd	Kokomo	469023742	(765) 453-9111
IN	2631	Taylor, Robert III		2134 N Washington St	Kokomo	469015838	(765) 456-3891
IN	2516	Taylor, Robert III		491 N Broadway	Peru	469701487	(765) 473-6603
IN	2525	Taylor, Robert III		523 N Lebanon St	Lebanon	460522118	(765) 483-2700
IN	2608	Taylor, Robert III		1518 Win Hentschel Blvd	West Lafayette	47906	(765) 497-4992
IN	2515	Taylor, Robert III		304 W Walnut St	Frankfort	460412367	(765) 659-3300
IN	2508	Taylor, Robert III		1030 N Baldwin Ave	Marion	469522538	(765) 664-6060
IN	2512	Taylor, Robert III		330 East State St	West Lafayette	47906	(765) 743-3000
IN	2540	Taylor, Robert III		1770 25th St	Columbus	472014390	(812) 348-6300
IN	2539	Taylor, Robert III		512 High School Dr & S US 31	Edinburgh	46124	(812) 526-4000
IN	2579	Taylor, Robert III		7810 E US 36	Avon	46123	(317) 272-3050
IN	2542	Taylor, Robert III		360 E Broadway St	Shelbyville	461761777	(317) 398-0724
IN	2575	Taylor, Robert III		40 E Main St	Brownsburg	461121214	(317) 852-6222
IN	2544	Taylor, Robert III		1211 N Madison Ave	Greenwood	461424300	(317) 859-3030
IN	2564	Taylor, Robert III		1350 W Southport Rd	Indianapolis	462174209	(317) 865-0330
IN	2543	Taylor, Robert III		1827 E 18th St	Anderson	460162126	(765) 644-2900
IN	2668	Wilson, Scott S.		527 N Section St	Sullivan	478821245	(812) 268-3300
IN	2557	Wilson, Scott S.		527 N Walnut St	Bloomington	474043844	(812) 334-3030
IN	2556	Wilson, Scott S.		2620 S Walnut St	Bloomington	474017302	(812) 335-7777
IN	2521	Wilson, Scott S.		111 Heritage Sq	Sellersburg	471721863	(812) 246-6666
IN	2528	Wilson, Scott S.		1033 Market St	Charlestown	47111	(812) 256-6600
IN	2518	Wilson, Scott S.		206 Clifty Dr	Madison	47250	(812) 273-3030
IN	2580	Wilson, Scott S.		1710 E Tenth St	Jeffersonville	471306290	(812) 284-0300
IN	2520	Wilson, Scott S.		914 Eastern Blvd	Clarksville	471291903	(812) 288-4444
IN	2582	Wilson, Scott S.		1104 E Tipton St	Seymour	472744124	(812) 523-3959
IN	2590	Wilson, Scott S.		410 US 231 S	Jasper	475462600	(812) 634-9897
IN	2523	Wilson, Scott S.		1783 Old Highway 135 NW	Corydon	47112	(812) 738-6999
IN	2589	Wilson, Scott S.		1004 E 4th St	Mt. Vernon	476202118	(812) 838-3003
IN	2522	Wilson, Scott S.		502 S Main St	Salem	46167	(812) 883-6556

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IN	2526	Wilson, Scott S.		748 Highlander Point Dr	Floyds Knobs	471199682	(812) 923-9393
IN	2581	Wilson, Scott S.		2613 Charlestown Rd	New Albany	47150	(812) 944-0030
KS	6351	Carlson, J. Bradley		5227 W 95th St	Overland Park	662073201	(913) 341-6884
KS	6328	Deitz, Jason D.		937 E Lincoln Ln	Gardner	660303701	(913) 884-7200
KS	9630	Elwell, Emily E.		716 S Broadway St	Pittsburg	66762	(620) 231-5555
KS	6302	Green, Troy A.		832 Iowa St	Lawrence	660441783	(785) 841-8002
KS	6399	Jones, John		420 Stonecreek Dr	Tonganoxie	66086	(913) 845-3100
KS	6385	Maddox, Jeffrey W.		501 Vine St	Hays	676013916	(785) 625-2311
KS	6364	Maddox, Jeffrey W.		7840 Normandy Dr	Fort Riley	664427051	(785) 761-2700
KS	6316	Maddox, Jeffrey W.		232 W 18th St	Junction City	664412300	(785) 762-2500
KS	6311	Maddox, Jeffrey W.		2020 Tuttle Creek Blvd	Manhattan	665024552	(785) 776-7788
KS	6315	Maddox, Jeffrey W.		2100 S 9th St	Salina	674017455	(785) 825-7788
KS	6360	Miller, Daryl M.		821 S 5th St	Leavenworth	660482616	(913) 651-7244
KS	6392	Poulsen, Jamie S.	Development	7825 E Harry St	Wichita	672073131	(316) 683-3131
KS	6387	Poulsen, Jamie S.	Development	10231 W 21st St N	Wichita	672123281	(316) 773-6868
KS	6306	Poulsen, Jamie S.	Development	735 Sw Topeka Blvd	Topeka	666033209	(785) 232-2300
KS	6305	Poulsen, Jamie S.	Development	2940 Sw Wanamaker Rd	Topeka	666144445	(785) 232-3600
KS	6307	Poulsen, Jamie S.	Development	2835 Se California Ave	Topeka	666051712	(785) 267-6400
KS	6300	Poulsen, Jamie S.	Development	10240 W 75th St	Merriam	662042230	(913) 268-3337
KS	6343	Poulsen, Jamie S.	Development	22231 W 66th St	Shawnee	66226	(913) 422-9494
KS	6340	Poulsen, Jamie S.	Development	705 E Santa Fe St	Olathe	660613755	(913) 764-6311
KS	6352	Poulsen, Jamie S.	Development	15003 Metcalf Ave	Overland Park	662232201	(913) 851-3003
KS	6345	Poulsen, Jamie S.	Development	11036 Quivira Rd	Overland Park	662101239	(913) 894-4144
KS	6376	Poulsen, Jamie S.	Development	3750 N Woodlawn	Wichita	67220	(316) 201-6191
KS	6350	Poulsen, Jamie S.	Development	2417 S Seneca St	Wichita	67217	(316) 260-1105
KS	6375	Poulsen, Jamie S.	Development	2047 W 21st St N	Wichita	67203-2108	(316) 260-8727
KS	6346	Poulsen, Jamie S.	Development	2100 N Rock Rd	Derby	67037	(316) 295-2829
KS	1693	Poulsen, Jamie S.	Development	4734 S Broadway St	Wichita	672161738	(316) 295-4752
KS	6388	Poulsen, Jamie S.	Development	327 N Hillside	Wichita	67214	(316) 351-5525
KS	1692	Poulsen, Jamie S.	Development	321 S Andover Rd	Andover	670027937	(316) 351-5882
KS	6394	Poulsen, Jamie S.	Development	2500 N Main	Hutchinson	67502	(620) 259-7585
KS	6341	Poulsen, Jamie S.	Development	5433 Johnson Dr	Mission	66205	(913) 387-4054
KY	1407	Bouvin, Carey J.		3101 Clays Mill Rd	Lexington	405032772	(859) 223-1540

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KY	1495	Bouvin, Carey J.		90 S Main St	Dry Ridge	410357511	(859) 823-1234
KY	1406	Bouvin, Carey J.		130 W Tiverton Way	Lexington	405034427	(859) 273-4626
KY	1449	Bush, Danny W.		1476 W Lexington Ave	Winchester	403911164	(859) 745-0800
KY	1483	Glass, John B.		2353 Buttermilk Xing	Crescent Springs	410171622	(859) 331-4040
KY	1471	Glass, John B.		7708 Dixie Hwy	Florence	410422617	(859) 371-8500
KY	1459	Glass, John B.		8851 U S Highway 42	Union	41091	(859) 384-6630
KY	1375	Glass, John B.		1785 Patrick Dr	Burlington	410057302	(859) 586-0444
KY	1417	Glass, John B.		4331 Winston Ave	Covington	410151739	(859) 655-9999
KY	1444	Glass, John B.		90 Alexandria Pike	Ft. Thomas	410754102	(859) 781-3311
KY	1480	Graves, William B.	Development	942 Blackburn Ave	Ashland	411014504	(606) 325-7777
KY	1470	Hurd, Timothy A.		115 Pike St	Pikeville	415011119	(606) 432-1133
KY	1466	Janbakhsh, Hassan		1215 N Main St	Monticello	426331945	(606) 348-3377
KY	1377	Janbakhsh, Hassan		22 Frontier Blvd	Stanford	40484	(606) 365-1818
KY	1474	Janbakhsh, Hassan		1504 Cumberland Falls Hwy	Corbin	407012723	(606) 528-0414
KY	1479	Janbakhsh, Hassan		937 N Highway 25 W	Williamsburg	40769	(606) 549-3060
KY	1465	Janbakhsh, Hassan		1886 S Highway 27	Somerset	425012966	(606) 679-7472
KY	1438	Janbakhsh, Hassan		104 London Shopping Ctr	London	407413015	(606) 877-3030
KY	1409	Janbakhsh, Hassan		800 S Main St	Nicholasville	403561868	(859) 885-6061
KY	1445	Janbakhsh, Hassan		119 Clay Dr	Berea	404031349	(859) 986-7445
KY	1381	Lawson, Robert D.		30 Shelton Ln	Russellville	422767203	(270) 726-1500
KY	1389	Lawson, Robert D.		605 W Everly Brothers Blvd	Central City	423301887	(270) 757-9300
KY	1378	Lawson, Robert D.		213 E Main St	Scottsville	421641415	(270) 237-5555
KY	1485	Maiberger, Greg		114 E 2nd St	Maysville	410561202	(606) 564-6782
KY	1435	Neichter, Gregory J.		7924 Fegenbush Ln	Louisville	402281752	(502) 231-1600
KY	1429	Neichter, Gregory J.		11517 Shelbyville Rd	Louisville	402431378	(502) 245-3030
KY	1464	Neichter, Gregory J.		10314 Watterson Trl	Jeffersontown	402993554	(502) 267-3030
KY	1432	Neichter, Gregory J.		6803 Southside Dr	Louisville	402142856	(502) 363-3030
KY	1436	Neichter, Gregory J.		5219 Dixie Hwy	Louisville	402161758	(502) 449-3000
KY	1421	Neichter, Gregory J.		2520 Bardstown Rd	Louisville	402052672	(502) 458-0030
KY	1424	Neichter, Gregory J.		812 Eastern Pkwy	Louisville	402172262	(502) 637-3030
KY	1423	Neichter, Gregory J.		2400 Brownsboro Rd	Louisville	402062325	(502) 895-3030
KY	1428	Neichter, Gregory J.		130 Breckenridge Ln	Louisville	402074904	(502) 897-3030
KY	1433	Neichter, Gregory J.		5400 Preston Hwy	Louisville	402132835	(502) 966-3000

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KY	1427	Neichter, Gregory J.		8404 Preston Hwy	Louisville	402195312	(502) 966-3030
KY	1426	Neichter, Gregory J.		3900 7th Street Rd	Louisville	402164104	(502) 449-3030
KY	1422	Neichter, Gregory J.		3951 Taylorsville Rd	Louisville	402201455	(502) 458-0300
KY	1431	Neichter, Gregory J.		10011 Dixie Hwy	Louisville	402723945	(502) 935-3030
KY	1492	Razban, Ahmad		603 W Broadway St	Mayfield	420662131	(270) 247-3366
KY	1489	Razban, Ahmad		2900 Jackson St	Paducah	420033911	(270) 442-9119
KY	1383	Razban, Ahmad		503 Us Highway 45	Fulton	42041	(270) 472-3000
KY	1382	Razban, Ahmad		31 Carroll Rd	Benton	420257165	(270) 527-1030
KY	1487	Razban, Ahmad		3240 Lone Oak Rd	Paducah	420030370	(270) 554-0080
KY	1386	Razban, Ahmad		2720 New Holt Rd	Paducah	42001	(270) 575-0100
KY	1496	Razban, Ahmad		110 S 12th St	Murray	420712356	(270) 753-3030
KY	1488	Razban, Ahmad		3831 Clarks River Rd	Paducah	420030802	(270) 444-0080
KY	1373	Reisch, Christian J.		15 Grandview Dr	Frankfort	406013235	(502) 695-1558
KY	1376	Reisch, Christian J.		102 Plaza Dr	Lawrenceburg	403429032	(502) 839-8800
KY	1418	Reisch, Christian J.		1108 Lexington Rd	Georgetown	403249330	(502) 863-6100
KY	1440	Reisch, Christian J.		524 W New Circle Rd	Lexington	405111856	(859) 233-3030
KY	1405	Reisch, Christian J.		3130 Pimlico Pkwy	Lexington	405174036	(859) 273-1515
KY	1394	Reisch, Christian J.		3090 Helmsdale Pl	Lexington	405092225	(859) 543-1999
KY	1414	Reisch, Christian J.		328 Eastern Byp	Richmond	404752333	(859) 623-0030
KY	1390	Reynolds, Thomas S.		310 South 1st St	Lagrange	40031	(502) 222-2202
KY	1385	Reynolds, Thomas S.		9551 Us Highway 42	Prospect	400599301	(502) 228-3030
KY	1384	Reynolds, Thomas S.		6332 W Highway 146	Crestwood	400148839	(502) 241-0600
KY	1434	Reynolds, Thomas S.		8054 New Lagrange Rd	Louisville	40222	(502) 423-0030
KY	1425	Reynolds, Thomas S.		9409 Westport Rd	Louisville	402412219	(502) 425-5170
KY	1391	Reynolds, Thomas S.		10731 Highway 44 E	Mount Washington	400477696	(502) 538-3888
KY	1413	Reynolds, Thomas S.		1039 Main St	Shelbyville	400651314	(502) 633-0606
KY	1374	Reynolds, Thomas S.		6434 N Preston Highway #4	Hillview	40229-4488	(502) 955-4444
KY	1446	Rigsby, James S.		716 E Broadway St	Campbellsville	427181504	(270) 789-1115
KY	1450	Seagle, Joseph M.		651 S Wilson Rd	Radcliff	401601629	(270) 351-2121
KY	1460	Seagle, Joseph M.		810 W Cherry St	Glasgow	421411559	(270) 651-2404
KY	1455	Seagle, Joseph M.		1003 Burlew Blvd	Owensboro	423031799	(270) 683-8777
KY	1452	Seagle, Joseph M.		603 N Miles St	Elizabethtown	427011915	(270) 769-5901
KY	1380	Seagle, Joseph M.		3901 Scottsville Rd	Bowling Green	421047856	(270) 781-1000

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KY	1453	Seagle, Joseph M.		650 Us 31w Byp	Bowling Green	421014932	(270) 781-6063
KY	1454	Seagle, Joseph M.		2201 Stonehenge Ave	Bowling Green	42101	(270) 781-9494
KY	1457	Seagle, Joseph M.		304 S Main St	Madisonville	424312560	(270) 825-1010
KY	1458	Seagle, Joseph M.		700 2nd St	Henderson	424203227	(270) 826-7888
KY	1491	Seagle, Joseph M.		2211 Fort Campbell Blvd	Hopkinsville	422404664	(270) 885-2233
KY	1456	Seagle, Joseph M.		3333 Frederica St	Owensboro	423016085	(270) 926-6400
KY	1451	Seagle, Joseph M.		675 Knox Blvd	Radcliff	40160	(270) 351-6091
KY	1437	Seagle, Joseph M.		701 N 3rd St	Bardstown	400041744	(502) 348-1274
KY	1416	Short, Christopher J.		155 Pine Crest Dr	Morehead	403518835	(606) 783-0030
KY	1408	Stanley, Christopher H.		801 E Euclid Ave	Lexington	405021741	(859) 269-3030
KY	1402	Stanley, Christopher H.		828 Lane Allen Rd	Lexington	405043658	(859) 276-4440
KY	1415	Williams, Joseph M.		423 S 4th St	Danville	404222006	(859) 236-2900
KY	1447	Williams, Joseph M.		1800 Main St	Paris	403611109	(859) 987-0080
KY	1369	Wilson, Scott S.		757 By-Pass Rd	Brandenburg	40108	(270) 422-4230
LA	5291	Barcomb, Calvin E		995 Tech Dr	Rustin	712700701	(318) 251-3030
LA	3058	Magee, Gregory S.		201 Superior Ave	Bogalusa	704272622	(985) 732-5551
LA	5296	Magee, Matthew		19105 Florida Blvd	Albany	707113701	(225) 567-2500
LA	3063	Mueller, Glenn A.	Area	8910 Greenwell Springs Rd	Baton Rouge	708142712	(225) 231-2690
LA	5215	Mueller, Glenn A.	Area	14395 Greenwell Springs Rd	Greenwell Springs	707393340	(225) 261-9691
LA	5256	Mueller, Glenn A.	Area	13770 Old Hammond Hwy	Baton Rouge	708161163	(225) 273-3030
LA	5257	Mueller, Glenn A.	Area	10595 Airline Hwy	Baton Rouge	708164110	(225) 291-5225
LA	3007	Mueller, Glenn A.	Area	33716 La Highway 16	Denham Springs	707060968	(225) 664-3015
LA	5249	Mueller, Glenn A.	Area	110 Florida Blvd Sw	Denham Springs	70726	(225) 664-3030
LA	3037	Mueller, Glenn A.	Area	28470 Walker Rd S	Walker	707856030	(225) 664-3090
LA	3031	Mueller, Glenn A.	Area	17278 Airline Hwy	Prairieville	707693451	(225) 744-3232
LA	5258	Mueller, Glenn A.	Area	5443 Jones Creek Rd	Baton Rouge	708172128	(225) 751-8193
LA	5250	Mueller, Glenn A.	Area	1194 Bob Pettit Blvd	Baton Rouge	708203005	(225) 767-1100
LA	5252	Mueller, Glenn A.	Area	1841 Staring Ln	Baton Rouge	70808	(225) 767-3480
LA	5260	Mueller, Glenn A.	Area	2170 Main St	Baker	707142527	(225) 774-2166
LA	5288	Mueller, Glenn A.	Area	613 Stoner Ave	Shreveport	711014124	(318) 222-7000
LA	3053	Mueller, Glenn A.	Area	126 Rowland Rd	Monroe	712038515	(318) 343-4984
LA	5274	Mueller, Glenn A.	Area	101 South Dr	Natchitoches	714575039	(318) 352-6382
LA	5290	Mueller, Glenn A.	Area	100 Lee St	Minden	710554560	(318) 371-0771

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LA	5292	Mueller, Glenn A.	Area	1405 Sterlington Rd	Monroe	712033556	(318) 387-9887
LA	5293	Mueller, Glenn A.	Area	4920 Cypress St	W. Monroe	712917674	(318) 397-2800
LA	5285	Mueller, Glenn A.	Area	3148 N Market St	Shreveport	71107	(318) 425-3278
LA	5273	Mueller, Glenn A.	Area	534 Macarthur Dr	Alexandria	71301	(318) 442-2440
LA	5272	Mueller, Glenn A.	Area	1409 Military Hwy	Pineville	713605069	(318) 445-3223
LA	3054	Mueller, Glenn A.	Area	7009 Pines Rd	Shreveport	711293401	(318) 688-3030
LA	5281	Mueller, Glenn A.	Area	4112 Airline Dr	Bossier City	711112050	(318) 747-3870
LA	5282	Mueller, Glenn A.	Area	1002 Johnson St	Bossier City	711123448	(318) 747-9303
LA	3046	Mueller, Glenn A.	Area	8530 Youree Dr	Shreveport	711152312	(318) 795-2380
LA	3059	Mueller, Glenn A.	Area	1000 Highway 80	Haughton	710379455	(318) 949-2000
LA	5261	Mueller, Glenn A.	Area	107 E University Ave	Lafayette	705032013	(337) 234-3030
LA	5270	Mueller, Glenn A.	Area	1604 S 5th St	Leesville	714465329	(337) 239-0665
LA	3036	Mueller, Glenn A.	Area	2086 Rees St	Breaux Bridge	705174214	(337) 332-0323
LA	5248	Mueller, Glenn A.	Area	1050 E Admiral Doyle Dr	New Iberia	705606711	(337) 364-3944
LA	5247	Mueller, Glenn A.	Area	506 Vicnaire St	New Iberia	705632006	(337) 365-3030
LA	5267	Mueller, Glenn A.	Area	2018 Gerstner Memorial Dr	Lake Charles	70601	(337) 437-9000
LA	5277	Mueller, Glenn A.	Area	728 North Pine St	De Ridder	70634	(337) 462-3030
LA	5266	Mueller, Glenn A.	Area	4421 Lake St	Lake Charles	706054311	(337) 474-5591
LA	3065	Mueller, Glenn A.	Area	2300 Maplewood Dr	Sulphur	706636102	(337) 626-2070
LA	3047	Mueller, Glenn A.	Area	1616 Veterans Memorial Dr	Erath	70533	(337) 685-3030
LA	5276	Mueller, Glenn A.	Area	212 Sterling Rd	Franklin	705383861	(337) 828-5570
LA	3064	Mueller, Glenn A.	Area	204 Sam Houston Jones Pkwy	Moss Bluff	706115603	(337) 855-8100
LA	3027	Mueller, Glenn A.	Area	201 W Gloria Switch Rd	Lafayette	705072590	(337) 886-0030
LA	3012	Mueller, Glenn A.	Area	8202 Maurice Ave	Maurice	705554435	(337) 893-4334
LA	5269	Mueller, Glenn A.	Area	1611 Charity St	Abbeville	705105430	(337) 898-0730
LA	5219	Mueller, Glenn A.	Area	316 E Judge Perez Dr	Chalmette	700435140	(504) 279-3010
LA	5209	Mueller, Glenn A.	Area	1092 Westbank Expy	Westwego	700944713	(504) 348-1800
LA	5233	Mueller, Glenn A.	Area	2466 Barataria Blvd	Marrero	700725646	(504) 349-4600
LA	5204	Mueller, Glenn A.	Area	1525 Lapalco Blvd	Harvey	700585738	(504) 366-3030
LA	5202	Mueller, Glenn A.	Area	2005 1/2 Stumpf Blvd	Gretna	70056	(504) 366-5300
LA	5238	Mueller, Glenn A.	Area	7580 Highway 23	Belle Chasse	700371529	(504) 392-9500
LA	5210	Mueller, Glenn A.	Area	4855 General Meyer Ave	New Orleans	701313536	(504) 394-4653
LA	5212	Mueller, Glenn A.	Area	402 N Carrollton Ave	New Orleans	701194703	(504) 483-7770

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LA	5235	Mueller, Glenn A.	Area	1701 Tchoupitoulas St	New Orleans	701301818	(504) 523-3030
LA	5225	Mueller, Glenn A.	Area	135 Carondelet St	New Orleans	701302501	(504) 525-3663
LA	5232	Mueller, Glenn A.	Area	10601 Jefferson Hwy	River Ridge	701231813	(504) 738-3161
LA	3062	Mueller, Glenn A.	Area	1722 Lake Ave	Metairie	70005	(504) 832-2877
LA	5211	Mueller, Glenn A.	Area	2325 1/2 Metairie Rd	Metairie	700015561	(504) 834-3030
LA	5208	Mueller, Glenn A.	Area	3030 Severn Ave	Metairie	700024826	(504) 885-2667
LA	5205	Mueller, Glenn A.	Area	2405 David Dr	Metairie	700034505	(504) 885-3030
LA	5201	Mueller, Glenn A.	Area	4938 Freret St	New Orleans	701156463	(504) 891-3030
LA	3048	Mueller, Glenn A.	Area	5761 W Park Ave	Houma	703641400	(985) 223-3030
LA	3011	Mueller, Glenn A.	Area	16646 W Main St	Cutoff	703454002	(985) 325-3030
LA	3016	Mueller, Glenn A.	Area	15389 Highway 22	Ponchatoula	704546496	(985) 370-0039
LA	5242	Mueller, Glenn A.	Area	600 Brashear Ave	Morgan City	703803204	(985) 384-3030
LA	5243	Mueller, Glenn A.	Area	247 W Park Ave	Thibodaux	703017406	(985) 448-1700
LA	5906	Mueller, Glenn A.	Area	4896 Highway 1	Raceland	703942627	(985) 532-3005
LA	5218	Mueller, Glenn A.	Area	550 Old Spanish Trl	Slidell	704584051	(985) 646-1311
LA	3057	Mueller, Glenn A.	Area	2170 Gause Blvd West	Slidell	70460	(985) 649-3030
LA	5237	Mueller, Glenn A.	Area	103 W Airline Hwy	La Place	700684107	(985) 651-2772
LA	3055	Mueller, Glenn A.	Area	13350 River Rd	Destrehan	700475000	(985) 764-8751
LA	5200	Mueller, Glenn A.	Area	13505 Highway 90	Boutee	700393501	(985) 785-1200
LA	3038	Mueller, Glenn A.	Area	4115 Highway 59	Mandeville	704711962	(985) 809-0003
LA	5241	Mueller, Glenn A.	Area	615 Grand Caillou Rd	Houma	703635153	(985) 851-0151
LA	3044	Mueller, Glenn A.	Area	69290 Highway 21	Covington	704337214	(985) 875-7743
LA	5240	Mueller, Glenn A.	Area	1413 W Tunnel Blvd	Houma	703602738	(985) 876-3030
LA	5244	Mueller, Glenn A.	Area	803 N Collins Blvd	Covington	704332723	(985) 892-2992
LA	5259	Mueller, Glenn A.	Area	3266 Plank Rd	Baton Rouge	708056577	(225) 359-6301
LA	3045	Mueller, Glenn A.	Area	3225 LA Highway 1 South	Port Allen	70767	(225) 377-2020
LA	5251	Mueller, Glenn A.	Area	2806 Government St	Baton Rouge	708065411	(225) 383-3030
LA	5239	Mueller, Glenn A.	Area	1829 N Airline Hwy	Gonzales	707372130	(225) 647-9442
LA	9502	Mueller, Glenn A.	Area	18590 Hwy 16	Port Vincent	70726	(225) 698-3040
LA	5226	Mueller, Glenn A.	Area	3676 Harding Blvd	Baton Rouge	70802	(225) 775-3278
LA	5287	Mueller, Glenn A.	Area	5604 Hearne Ave	Shreveport	711083614	(318) 631-3030
LA	5289	Mueller, Glenn A.	Area	886 Bert Kouns Industrial Loop	Shreveport	711183462	(318) 688-5730
LA	5262	Mueller, Glenn A.	Area	611 Verot School Rd	Lafayette	705085027	(337) 261-0991

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LA	9503	Mueller, Glenn A.	Development	701 The Blvd	Rayne	70578	(337) 393-2131
LA	3032	Mueller, Glenn A.	Area	6025 Highway 90 E	Broussard	705185704	(337) 839-3660
LA	5263	Mueller, Glenn A.	Area	203 Winchester Dr	Lafayette	705066095	(337) 988-4724
LA	5223	Mueller, Glenn A.	Area	10500 Chef Menteur Hwy	New Orleans	70127	(504) 240-6700
LA	5224	Mueller, Glenn A.	Area	3931 Downman Rd	New Orleans	701263742	(504) 246-3030
LA	5230	Mueller, Glenn A.	Area	345 W Esplanade Ave	Kenner	70063-2541	(504) 466-3030
LA	5245	Mueller, Glenn A.	Area	3845 Highway 22	Mandeville	70471	(504) 626-1300
LA	5213	Mueller, Glenn A.	Area	3737 Jefferson Hwy	Jefferson	701211743	(504) 832-3030
LA	5228	Mueller, Glenn A.	Area	5050 W Esplanade Ave	Metairie	700062558	(504) 883-5777
LA	5236	Mueller, Glenn A.	Area	1120 Franklin Ave	New Orleans	701177705	(504) 948-3030
LA	5246	Mueller, Glenn A.	Area	1400 W Thomas St	Hammond	704013048	(985) 542-7284
LA	5217	Mueller, Glenn A.	Area	875 Robert Blvd	Slidell	704581639	(985) 641-3030
LA	3061	Varela, Mario		1220 S Union St	Opelousas	705705989	(337) 942-3334
MA	3709	Abourjaili, Youssef		1268 Broadway	Saugus	019062239	(781) 231-3031
MA	3758	Abourjaili, Youssef		707 Western Ave	Lynn	01905	(781) 581-8080
MA	3069	Abourjaili, Youssef		1 Andover St	Peabody	01960	(978) 536-3100
MA	3736	Akers, Scott D.		241 King St	Northampton	010602344	(413) 584-2111
MA	3710	Akers, Scott D.		368 Federal St	Greenfield	013011949	(413) 774-7291
MA	3738	Askew, Henry G.		55 Frederick St	Framingham	017028308	(508) 620-4975
MA	3789	Askew, Henry G.		25 Main St	Wayland	017785036	(508) 651-8210
MA	3730	Askew, Henry G.		413a Park Ave	Worcester	016101336	(508) 754-2236
MA	3747	Askew, Henry G.		695 Truman Hwy	Hyde Park	021363552	(617) 364-6550
MA	3082	Askew, Henry G.		53 Winn St	Burlington	018034872	(781) 229-1330
MA	3708	Askew, Henry G.		868 Worcester St	Wellesley	024823707	(781) 235-6800
MA	3749	Askew, Henry G.		570 Broadway	Revere	021513041	(781) 289-1020
MA	3715	Askew, Henry G.		199 Mystic Ave	Medford	02155	(781) 395-0080
MA	3751	Askew, Henry G.		729 Boston Rd	Billerica	018215933	(978) 663-3000
MA	3083	Askew, Henry G.		21c Turnpike Rd	Southborough	017722117	(508) 481-3939
MA	3138	Askew, Henry G.		423 Boston Post Rd	Sudbury	01776	(978) 443-0007
MA	3796	Benson, Robert E.		270 Main St	Hanson	02341	(781) 293-4500
MA	3723	Benson, Robert E.		100 Market St	Rockland	023702604	(781) 871-3030
MA	3752	Crombie, Trevor		1229 North St	Pittsfield	012011525	(413) 499-7979
MA	3778	Dufficy, Jeffrey P.		271 County St	Attleboro	02703	(508) 226-6000

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MA	3239	Dufficy, Jeffrey P.		316 Pond St	Ashland	017212316	(508) 231-5000
MA	3255	Dufficy, Jeffrey P.		72 Church St	Whitinsville	015881416	(508) 266-2000
MA	3076	Dufficy, Jeffrey P.		2 Cape Rd	Milford	017573295	(508) 478-8000
MA	3092	Dufficy, Jeffrey P.		209 E Central St	Franklin	020381315	(508) 520-0600
MA	3185	Dufficy, Jeffrey P.		126 Main St	Medway	020531801	(508) 533-5900
MA	3707	Dufficy, Jeffrey P.		235 Chauncy St	Mansfield	020481246	(508) 543-4133
MA	3768	Dufficy, Jeffrey P.		28 E Washington St	North Attleboro	027602314	(508) 699-0500
MA	6094	Dufficy, Jeffrey P.		246 Boston Tpke	Shrewsbury	015455266	(508) 842-8200
MA	3711	Dufficy, Jeffrey P.		12 Mechanic St	Bellingham	020191688	(508) 966-5000
MA	3218	Dufficy, Jeffrey P.		163 Old Colony Ave	South Boston	021272409	(617) 268-2900
MA	3238	Dufficy, Jeffrey P.		207 Adams St	Dorchester	02122	(617) 282-2424
MA	3797	Dufficy, Jeffrey P.		1672 Blue Hill Ave	Mattapan	021262108	(617) 298-0900
MA	3793	Dufficy, Jeffrey P.		205 Lexington St	Waltham	024524611	(781) 894-4848
MA	3794	Dufficy, Jeffrey P.		1177 N Main St	Randolph	023682135	(781) 986-3030
MA	3765	Dumeciyan, Viken		173 State St	Newburyport	01950	(978) 465-0360
MA	3094	Dzhulev, Krasimir		484 Station Ave	Yarmouth	02664	(508) 394-6688
MA	3068	Dzhulev, Krasimir		40 Industry Rd	Marstons Mills	026481760	(508) 428-7900
MA	3184	Dzhulev, Krasimir		16 Main St	Harwich	02645	(508) 430-7400
MA	3779	Dzhulev, Krasimir		667 Teaticket Hwy	Teaticket	025365845	(508) 540-8004
MA	3089	Dzhulev, Krasimir		345 Falmouth Rd	Hyannis	026012707	(508) 790-1920
MA	3229	Dzhulev, Krasimir		280 Route 130	Sandwich	025632363	(508) 888-7757
MA	3748	El-Sibai, Mohammad A.		1033 Massachusetts Ave	Cambridge	021385319	(617) 441-2101
MA	3719	El-Sibai, Mohammad A.		201 Elm St	Somerville	021443129	(617) 629-2929
MA	3713	El-Sibai, Mohammad A.		671 Massachusetts Ave	Arlington	024765004	(781) 643-2300
MA	3763	Ferreira, Carlos H.		933 Pleasant St	Fall River	027231000	(508) 672-3030
MA	3795	Ferreira, Carlos H.		390 Rhode Island Ave	Fall River	027212369	(508) 677-3030
MA	3766	Ferreira, Carlos H.		17 Tremont St	Taunton	02780	(508) 880-0111
MA	3703	Garcia, Augusto S Jr.		624 Boston Rd	Springfield	011191302	(413) 782-8601
MA	3720	Gesualdi, John	Development	459 Russell St	Hadley	01035	(413) 256-8911
MA	3088	Gundler, Gregory		80 Summer St	Adams	012201924	(413) 743-7170
MA	3764	Hockert-Lotz, Nelson		109 Rockdale Ave	New Bedford	027401079	(508) 991-3030
MA	3760	Hockert-Lotz, Nelson		972 Kempton St	New Bedford	027401523	(508) 999-2911
MA	3761	Hockert-Lotz, Seth		407 S Main St	Fall River	027215345	(508) 676-3030

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MA	3997	Hockert-Lotz, Seth		824 Washington St	Weymouth	021891525	(781) 682-9000
MA	3718	Jenks, David/Benvenuti, Dominic		775 Eastern Ave	Malden	021485909	(781) 322-0030
MA	3716	Jenks, David/Benvenuti, Dominic		385 Franklin St	Melrose	021761854	(781) 665-0049
MA	3769	Jenks, David/Benvenuti, Dominic		382 Main St	Gloucester	019303042	(978) 281-5480
MA	3787	Jenks, David/Benvenuti, Dominic		5 - 7 Dudley St	Haverhill	01830-4001	(978) 372-5660
MA	3770	Jenks, David/Benvenuti, Dominic		4 Canal St	Salem	019704804	(978) 744-4040
MA	3782	Jenks, David/Benvenuti, Dominic		43 Beckford St	Beverly	01915	(978) 927-2999
MA	3186	Keery, David J.		312 Springfield St	Agawam	010011555	(413) 821-0800
MA	3732	Laing, Donald M.		189 Lunenburg St	Fitchburg	014204560	(978) 342-0050
MA	3734	Laing, Donald M.		58 Central St	Leominster	014535713	(978) 534-3355
MA	3733	Laing, Donald M.		401 Parker St	Gardner	014403731	(978) 632-8170
MA	3700	MacPherson, Christopher J.		907 Sumner Ave	Springfield	011182114	(413) 734-7154
MA	3701	Naves, Paulo R.		26 Main St	Westfield	010853121	(413) 562-4411
MA	3722	Patalano, Anthony P. Jr.		11 Union St	Easthampton	010271417	(413) 527-0821
MA	3067	Patalano, Anthony P. Jr.		1534 Dwight St	Holyoke	010402382	(413) 533-1155
MA	3224	Patalano, Anthony P. Jr.		309 Center St	Ludlow	010562705	(413) 589-1900
MA	3253	Patalano, Anthony P. Jr.		1273 Memorial Dr	Chicopee	010203967	(413) 593-9500
MA	3188	Patalano, Anthony P. Jr.		790 Liberty St	Springfield	011042424	(413) 827-8400
MA	3078	Polvay, Andrew L.		628 Washington St	Dedham	02026	(781) 329-7999
MA	3145	Polvay, Andrew L.		240 Chestnut St	Needham	024922407	(781) 449-5599
MA	3737	Polvay, Andrew L.		1023 Washington St	Norwood	020624488	(781) 769-7800
MA	3726	Presas, Gary J.		55 Lake St	Webster	015702608	(508) 949-1330
MA	3729	Presas, Gary J.		825 Main St	Southbridge	015501119	(508) 765-0822
MA	3191	Rivard, Robert P.	Development	225 Bedford St	East Bridgewater	023331986	(508) 350-9775
MA	3194	Rivard, Robert P.	Development	1085 N Montello St	Brockton	02301	(508) 587-1299
MA	3775	Rivard, Robert P.	Development	1289 Main St	Brockton	023017109	(508) 588-3412
MA	3784	Rivard, Robert P.	Development	64 Staniford St	Boston	021142525	(617) 248-0100
MA	3742	Rivard, Robert P.	Development	450 Cambridge St	Allston	021342030	(617) 254-4800
MA	3790	Rivard, Robert P.	Development	4000 Washington St	Roslindale	02131	(617) 318-6100
MA	3744	Rivard, Robert P.	Development	4640 Washington St	West Roxbury	021314855	(617) 323-0525
MA	3750	Rivard, Robert P.	Development	225 Quincy Ave	Quincy	021696754	(617) 328-6801
MA	3743	Rivard, Robert P.	Development	880 Walnut St	Newton	024591756	(617) 332-7222
MA	3993	Rivard, Robert P.	Development	277 Main St	Charlestown	02129	(617) 419-4400

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MA	3741	Rivard, Robert P.	Development	1260 Boylston St	Boston	022154445	(617) 424-9000
MA	3093	Rivard, Robert P.	Development	61 Hancock St	Quincy	021711722	(617) 472-9191
MA	3724	Rivard, Robert P.	Development	1400 Tremont St	Roxbury Crossing	02120	(617) 541-3525
MA	3745	Rivard, Robert P.	Development	464 Washington St	Brighton	021352620	(617) 782-5655
MA	3056	Rivard, Robert P.	Development	186 Great Rd	Bedford	017302710	(781) 280-2929
MA	3079	Rivard, Robert P.	Development	274 Main St	Reading	018673611	(781) 944-9144
MA	9801	Rivard, Robert P.	Development	100 Washington St	Canton	02021	(781) 562-0655
MA	3773	Rizkallah, Charbel J.		1144 Saratoga St	East Boston	021281228	(617) 567-5551
MA	3746	Saroufim, Rabih Chaouki		111 Arsenal St	Watertown	02472-2878	(617) 923-3030
MA	3090	Schembechler, Geoffrey D.		118 Chelmsford St	Chelmsford	018242732	(978) 250-1555
MA	3141	Schembechler, Geoffrey D.		374 Chelmsford St	Lowell	018514424	(978) 441-1000
MA	3774	Schembechler, Geoffrey D.		681 Bridge St	Lowell	018502044	(978) 452-3030
MA	3771	Schembechler, Geoffrey D.		80 Mammoth Rd	Lowell	018542609	(978) 454-7474
MA	3706	Schembechler, Geoffrey D.		63 Park St	Andover	01810	(978) 474-0066
MA	3759	Schembechler, Geoffrey D.		58 S Broadway	Lawrence	01843	(978) 685-1001
MA	3785	Schembechler, Geoffrey D.		14 Jackson St	Methuen	018445014	(978) 685-2525
MA	3762	Squizzero, Anthony J. Jr.		836 Ashley Blvd	New Bedford	027452403	(508) 996-3030
MA	3189	Wyland, Walter A.		75 Great Rd	Acton	017205678	(978) 264-4141
MA	3274	Wyland, Walter A.		527 Groton Rd	Westford	018861146	(978) 589-9988
MA	3757	Wyland, Walter A.		1899 Main St	Tewksbury	018764753	(978) 858-0777
MA	3081	Wyland, Walter A.		85 Maple St	Danvers	019232841	(978) 777-8776
MA	3197	Zadeh, Batuhan		5 Main St	Plymouth	02360	(508) 747-7500
MA	3786	Zadeh, Jeff		10 Weed St	Marlborough	017522839	(508) 481-5335
MA	3755	Zadeh, Jeff		240 Trapelo Rd	Belmont	024781849	(617) 489-4242
MA	3183	Zadeh, Jeff		137 Massachusetts Ave	Lexington	024204039	(781) 676-7900
MA	3714	Zadeh, Jeff		743 Main St	Winchester	018901905	(781) 729-8844
MA	3788	Zadeh, Jeff		234 Washington St	Hudson	017493735	(978) 562-7755
MA	3712	Zonfrilli, Joseph V.		1 River St	North Adams	012472404	(413) 663-6363
MA	3180	Zonfrilli, Joseph V.		1212 County St	Somerset	02726	(508) 673-9700
MA	3705	Zonfrilli, Joseph V.		321 1/2 Elm St	Pittsfield	01201	(413) 499-3994
MD	6086	Barber, John C.	Development	11121 Ocean Gtwy	Berlin	218112580	(410) 641-6900
MD	4450	Barber, John C.	Development	104 64th St	Ocean City	218425204	(410) 723-5400
MD	6061	Barber, John C.	Development	7861 Bayside Rd	Chesapeake Beach	20732	(410) 257-3040

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MD	6081	Barber, John C.	Development	21 Church St	Prince Frederick	206784116	(410) 535-0101
MD	6079	Barber, John C.	Development	5735 Deale Churchton Rd	Deale	20751	(410) 867-3003
MD	4659	Barber, John C.	Development	105 Mayo Rd	Edgewater	210371854	(410) 956-1800
MD	4644	Blue, Ray Todd		9509 Livingston Rd	Ft Washington	207444919	(301) 248-3030
MD	4651	Blue, Ray Todd		6426 Old Branch Ave	Camp Springs	207482644	(301) 449-3030
MD	4638	Carraway, Mary Lynne	Development	5268 Nicholson Lane	Kensington	20895	(301) 230-3030
MD	6065	Carraway, Mary Lynne	Development	1617 E Gude Dr	Rockville	208501348	(301) 309-3880
MD	6017	Carraway, Mary Lynne	Development	6254 Central Ave	Seat Pleasant	207436128	(301) 333-5900
MD	4661	Carraway, Mary Lynne	Development	15710 Mount Oak Rd	Bowie	207161557	(301) 390-7711
MD	4643	Carraway, Mary Lynne	Development	2082 University Blvd E	Hyattsville	207834138	(301) 408-0282
MD	4658	Carraway, Mary Lynne	Development	8904 62nd Ave	Berwyn Heights	20740	(301) 474-3030
MD	4657	Carraway, Mary Lynne	Development	796 Harry S Truman Dr	Largo	207742056	(301) 499-5100
MD	4653	Carraway, Mary Lynne	Development	2950 Donnell Dr	Forestville	207473256	(301) 568-8883
MD	4632	Carraway, Mary Lynne	Development	8700 Flower Ave	Silver Spring	209014034	(301) 589-1300
MD	4687	Carraway, Mary Lynne	Development	9450 Georgia Ave	Silver Springs	209101456	(301) 589-3030
MD	4645	Carraway, Mary Lynne	Development	4717 Baltimore Ave	Hyattsville	207812226	(301) 699-5880
MD	4646	Carraway, Mary Lynne	Development	7699 Annapolis Rd	New Carrollton	20706	(301) 731-1111
MD	4649	Carraway, Mary Lynne	Development	7312 Baltimore Ave	College Park	207403206	(301) 852-3030
MD	4631	Carraway, Mary Lynne	Development	18214 Flower Hill Way	Gaithersburg	208795300	(301) 869-3000
MD	4693	Carraway, Mary Lynne	Development	4957 Elm St	Bethesda	208142905	(301) 913-5700
MD	4686	Carraway, Mary Lynne	Development	5110 Ridgefield Rd	Bethesda	208163346	(301) 913-9700
MD	6071	Carraway, Mary Lynne	Development	11937 Georgia Ave	Wheaton	20902	(301) 933-3339
MD	4648	Carraway, Mary Lynne	Development	10486 Baltimore Ave	Beltsville	207052321	(301) 937-7776
MD	6070	Carraway, Mary Lynne	Development	13659 Georgia Ave	Silver Spring	209065214	(301) 949-1401
MD	4692	Carraway, Mary Lynne	Development	10145 New Hampshire Ave	Silver Spring	209031713	(301) 445-3030
MD	4642	Carraway, Mary Lynne	Development	9509 Lanham Severn Rd	Seabrook	207062623	(301) 459-3500
MD	4695	Carraway, Mary Lynne	Development	3763 Nevada Avenue	Andrews Air Force Base	20762	(301) 516-3030
MD	6029	Carter, Malcolm		9546 Crain Hwy	Upper Marlboro	207725424	(301) 599-4100
MD	6078	Carter, Malcolm		14604 Main St	Upper Marlboro	207723013	(301) 952-1133
MD	6088	Carter, Malcolm		10367 Southern Maryland Blvd	Dunkirk	207549500	(410) 286-0700
MD	6083	Clise, Michael W.		4316 Old National Pike	Middletown	217697631	(301) 371-5801
MD	4609	Clise, Michael W.		141 N Prospect St	Hagerstown	217404718	(301) 733-3333
MD	6026	Clise, Michael W.		18404 Maugans Ave	Hagerstown	217422382	(301) 766-9030

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MD	4683	Clise, Michael W.		17549 Virginia Ave	Hagerstown	217407726	(301) 791-0700
MD	6009	Clise, Michael W.		74 Souder Rd	Brunswick	217161245	(301) 834-3000
MD	6199	Grieg, David V.		124 Newtowne Blvd	Pocomoke City	21851	(410) 957-2424
MD	4662	Kaufman, Bennet Z.		1 Wormans Mill Ct	Frederick	217013022	(301) 696-1600
MD	4691	Kaufman, Bennet Z.		1100 W Patrick St	Frederick	217033903	(301) 698-0266
MD	6116	Kent, Andrew		10518 Greensboro Rd	Denton	21629	(410) 479-5600
MD	6072	Kent, Andrew		386 Thompson Creek Mall	Stevensville	216662593	(410) 643-3002
MD	3998	Kent, Andrew		4000 Hayman Dr	Federalsburg	216322693	(410) 754-7007
MD	6106	Kent, Andrew		2478 Centreville Rd	Centreville	216172802	(410) 758-3773
MD	6024	Koscielniak, Amy D.		518 Washington Ave	Chestertown	216201221	(410) 810-3811
MD	4682	Malament, Charles L.		13050 Middlebrook Rd	Germantown	208742617	(301) 540-3388
MD	6062	Malament, Charles L.		18037 Georgia Ave	Olney	208322237	(301) 570-3800
MD	4634	Malament, Charles L.		274 N Frederick Ave	Gaithersburg	208772409	(301) 990-2400
MD	4668	Malament, Charles L.		415 E Dover St	Easton	216013505	(410) 820-8330
MD	9351	Malament, Charles L.		1020 Park Ave	Baltimore	21201	(410) 244-8555
MD	6085	Murphy, Patrick J. Jr.		7091 Indian Head Hwy	Bryans Road	206163234	(301) 375-6006
MD	6022	Okafor, Onyemaechi A.		3330 Papermill Rd	Phoenix	21131	(410) 683-9400
MD	4681	Prouse, Donald M. Jr.		124 Cedar St	Cambridge	216132346	(410) 228-0100
MD	6092	Prouse, Donald M. Jr.		1212 Pemberton Dr	Salisbury	218012402	(410) 341-6900
MD	4680	Prouse, Donald M. Jr.		1730 N Salisbury Blvd	Salisbury	218013331	(410) 546-6900
MD	4679	Prouse, Donald M. Jr.		261 Canal Park Dr	Salisbury	218047290	(410) 742-6900
MD	6100	Shah, Manzoor I.		2328 Pulaski Hwy	North East	219013729	(443) 967-0550
MD	4671	Taylor, Robert III		240 Colonial Way	Rising Sun	219112271	(410) 658-1786
MD	6064	Treacy, Edward W. III		26437 Ridge Rd	Damascus	208721944	(301) 253-8880
MD	6115	Treacy, Edward W. III		350 Fortune Ter	Rockville	208542981	(301) 315-8383
MD	6063	Treacy, Edward W. III		12962 Travilah Rd	Potomac	208541088	(301) 330-0000
MD	6067	Treacy, Edward W. III		15530 Old Columbia Pike	Burtonsville	208661672	(301) 421-0112
MD	6074	Treacy, Edward W. III		1603 Ridgeside Dr	Mt Airy	217715254	(301) 829-5400
MD	6080	Treacy, Edward W. III		2275 Hanover Pike	Hampstead	210741317	(410) 374-1600
MD	4696	Treacy, Edward W. III		3502 Brenbrook Dr	Randallstown	21133	(410) 496-2020
MD	6077	Treacy, Edward W. III		1213 Liberty Rd	Eldersburg	217846574	(410) 795-2400
MD	4669	Treacy, Edward W. III		457 Baltimore Blvd	Westminster	211575513	(410) 857-5554
MD	6082	Treacy, Edward W. III		11717 Old National Pike	New Market	217746154	(301) 865-0200

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MD	4629	Treacy, Edward W. III		607 Reisterstown Rd	Baltimore	212085115	(410) 580-5511
MD	6084	Wagner, Joel R.		30265 Charlotte Hall Rd	Charlotte Hall	206223087	(301) 884-3055
ME	3014	Cullins, Richard A.		621 Main St	Gorham	040382623	(207) 854-2500
ME	3013	Cullins, Richard A.		14 Heathwood Dr	Windham	040627200	(207) 892-2500
ME	3003	Jenks, David/Benvenuti, Dominic		518 Us Route 1	Kittery	039042500	(207) 439-1300
ME	3001	Jenks, David/Benvenuti, Dominic		788 Forest Ave	Portland	041034109	(207) 774-1489
ME	3002	Jenks, David/Benvenuti, Dominic		980 Broadway	South Portland	041064205	(207) 799-8131
ME	3005	Mullen, Michael J.		52 Elm St	Biddeford	040052058	(207) 282-3388
ME	3010	Mullen, Michael J.		974 Main St	Sanford	040733509	(207) 324-1000
ME	3008	Mullen, Michael J.		58 Ossipee Trl E	Standish	04084	(207) 642-5200
ME	3025	Prior, Lee S.		212 Park St	Rockland	048412126	(207) 594-9494
ME	3000	Prior, Lee S.		496 Stillwater Ave	Orono	04468-2190	(207) 817-6090
ME	3021	Prior, Lee S.		42 Elm St	Waterville	049016551	(207) 873-0100
ME	3024	Prior, Lee S.		6 Clinton St	Bangor	044016119	(207) 947-2100
ME	3015	Stelser, Fernando J.		4 Oak Grove Ave	Bath	045302235	(207) 443-4343
ME	3022	Stelser, Fernando J.		28 Western Ave	Augusta	043307321	(207) 622-1900
ME	3020	Stelser, Fernando J.		208 Maine St	Brunswick	040112019	(207) 729-5561
ME	3023	Stelser, Fernando J.		62 School St	Auburn	042105440	(207) 783-2200
MI	1213	Arntson, Eric M.		4800 W Saginaw Hwy	Lansing	489172661	(517) 323-7575
MI	1208	Arntson, Eric M.		820 W Saginaw St	Lansing	489151963	(517) 372-3030
MI	1207	Arntson, Eric M.		1019 E State Rd	Lansing	489065674	(517) 482-1656
MI	1160	Arntson, Eric M.		616 W Main St	Owosso	488672610	(989) 725-5000
MI	1240	Arntson, Eric M.		706 S Mission St	Mt. Pleasant	488582766	(989) 775-7555
MI	1184	Asmar, Amer T.	Development	6081 Haggerty Rd	West Bloomfield	483221099	(248) 313-9111
MI	1010	Asmar, Amer T.	Development	41728 W 10 Mile Rd	Novi	483751870	(248) 349-9101
MI	1068	Asmar, Amer T.	Development	29854 Northwestern Hwy	Southfield	480341082	(248) 352-6590
MI	1008	Asmar, Amer T.	Development	24063 Orchard Lake Rd	Farmington	483362556	(248) 471-0594
MI	1032	Asmar, Amer T.	Development	33692 Woodward Ave	Birmingham	480090910	(248) 540-6000
MI	1183	Asmar, Amer T.	Development	3925 Elizabeth Lake Rd	Waterford	483283099	(248) 681-8700
MI	1131	Asmar, Amer T.	Development	5684 Highland Rd	Waterford	483271928	(248) 742-1052
MI	1027	Asmar, Amer T.	Development	16005 W McNichols Rd	Detroit	482353547	(313) 273-2420
MI	1037	Asmar, Amer T.	Development	17140 E Warren Ave	Detroit	482242229	(313) 447-5838
MI	1090	Asmar, Amer T.	Development	7603 W Vernor Hwy	Detroit	482091440	(313) 633-0945

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MI	1034	Asmar, Amer T.	Development	20431 Mack Ave	Grosse Pointe Woods	482361660	(313) 884-9750
MI	1128	Asmar, Amer T.	Development	1900 N Latson Rd	Howell	48843	(517) 376-6940
MI	1182	Asmar, Amer T.	Development	6115 E 10 Mile Rd	Warren	48091	(586) 619-9590
MI	1185	Asmar, Amer T.	Development	55025 Van Dyke Ave	ShelbyTownship	48316	(586) 677-1400
MI	1260	Asmar, Amer T.	Development	738 Michigan Ave	Holland	494236902	(616) 392-4556
MI	1253	Asmar, Amer T.	Development	264 N River Ave	Holland	494243307	(616) 392-4999
MI	1138	Asmar, Amer T.	Development	1025 Division Ave S	Grand Rapids	495071021	(616) 475-5555
MI	1262	Asmar, Amer T.	Development	3649 Byron Center Ave Sw	Wyoming	495193665	(616) 530-8080
MI	1259	Asmar, Amer T.	Development	314 Baldwin St	Jenison	48428	(616) 667-1100
MI	1133	Asmar, Amer T.	Development	3151 Breton Rd Se	Kentwood	495121768	(616) 771-0000
MI	1261	Asmar, Amer T.	Development	1335 Lake Dr Se	Grand Rapids	495061654	(616) 774-2293
MI	1041	Asmar, Amer T.	Development	40420 Five Mile Rd	Northville	48170	(734) 207-1000
MI	1040	Asmar, Amer T.	Development	44350 Cherry Hill Rd	Canton	481873274	(734) 844-6000
MI	1151	Asmar, Amer T.	Development	4402 Fenton Rd	Flint	485072453	(810) 234-5333
MI	1159	Asmar, Amer T.	Development	2113 S Ballenger Hwy	Flint	485033436	(810) 341-1111
MI	1161	Asmar, Amer T.	Development	3718 E Court St	Flint	485064108	(810) 715-1111
MI	1158	Asmar, Amer T.	Development	5040 W Pierson Rd	Flint	485041390	(810) 733-1234
MI	1247	Asmar, Amer T.	Development	3764 Dixie Hwy	Saginaw	486014280	(989) 746-6000
MI	1189	Asmar, Amer T.	Development	13735 W 9 Mile Rd	Oak Park	482372773	(248) 543-3800
MI	1170	Asmar, Amer T.	Development	979 S Lapeer Rd	Oxford	483715042	(248) 628-3202
MI	1188	Asmar, Amer T.	Development	1317 E Eleven Mile Rd	Royal Oak	48067	(248) 691-9000
MI	1141	Asmar, Amer T.	Development	740 Benstein Rd	Commerce Township	483902996	(248) 960-0600
MI	1190	Asmar, Amer T.	Development	7126 Pardee Rd	Taylor	481802328	(313) 299-9400
MI	1297	Asmar, Amer T.	Development	10437 W McNichols Rd	Detroit	482212355	(313) 340-9452
MI	1187	Asmar, Amer T.	Development	1318 Dix Hwy	Lincoln Park	481461320	(313) 382-3000
MI	1071	Asmar, Amer T.	Development	1230 Francis St	Jackson	49203	(517) 787-0505
MI	1139	Asmar, Amer T.	Development	15143 E 10 Mile Rd	Eastpointe	480211068	(586) 447-3100
MI	1132	Asmar, Amer T.	Development	16042 15 Mile Rd	Fraser	480263703	(586) 541-8686
MI	1136	Asmar, Amer T.	Development	21697 21 Mile Rd	Macomb Twp.	480442964	(586) 598-6300
MI	1134	Asmar, Amer T.	Development	35346 23 Mile Rd	New Baltimore	480474446	(586) 716-7770
MI	1140	Asmar, Amer T.	Development	27883 Harper Ave	St. Clair Shores	480811542	(586) 771-2800
MI	1163	Asmar, Amer T.	Development	35785 Harper Ave	Clinton Twp.	480353210	(586) 791-5900
MI	1263	Asmar, Amer T.	Development	619 Leonard St Nw	Grand Rapids	495043950	(616) 791-2333

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MI	1148	Asmar, Amer T.	Development	630 S State St	Sparta	49345	(616) 887-8000
MI	1192	Asmar, Amer T.	Development	4019 24th Ave	Fort Gratiot	480593801	(810) 385-1600
MI	1217	Asmar, Amer T.	Development	2700 State St	Saginaw	486023736	(201) 339-3031
MI	1181	Brown, Michael D.		4324 14 Mile Rd	Rockford	49341	(616) 866-7226
MI	1283	Cahee, Danny L. Jr.		2313 Ludington St	Escanaba	498291348	(906) 789-0222
MI	1201	Cesarini, David L.		143 North Harrison Rd	East Lansing	488234153	(517) 351-7100
MI	1109	Cesarini, David L.		2282 S Main St	Ann Arbor	481035831	(734) 332-1111
MI	1100	Cesarini, David L.		2601 Plymouth Rd	Ann Arbor	481052427	(734) 663-3333
MI	1102	Cesarini, David L.		25 Jackson Industrial Dr	Ann Arbor	481039110	(734) 913-8888
MI	1036	Clark, Maurice L.		13250 Gratiot Ave	Detroit	482053408	(313) 839-6700
MI	1145	Clawson, Kenneth R.		210 W Carleton Rd	Hillsdale	492425037	(517) 439-1535
MI	1092	Dapprich, Gary A.		17675 Eureka Rd	Southgate	481953162	(734) 281-3833
MI	1206	Hunnicut, Kathy J.		4661 Okemos Rd	Okemos	488644700	(517) 349-0030
MI	1272	Jacobs, Jeffrey A.		1697 W Sherman Blvd	Muskegon	494413544	(231) 759-0925
MI	1270	Jacobs, Jeffrey A.		1332 E Apple Ave	Muskegon	494423766	(231) 777-3966
MI	1276	Jacobs, Jeffrey A.		6022 Harvey St	Muskegon	494448802	(231) 798-3333
MI	1258	Jacobs, Jeffrey A.		1705 S Beacon Blvd	Grand Haven	494172689	(616) 846-7650
MI	1108	Jerry, Douglas R.		2121 S Grove St	Ypsilanti	481986829	(734) 483-8000
MI	1093	Jerry, Douglas R.		22089 West Rd	Woodhaven	481833225	(734) 675-4477
MI	1110	Kirby, Gail M.		8017 N Wayne Rd	Westland	481851109	(734) 525-2222
MI	1050	Kirby, Gail M.		35173 E Michigan Ave	Wayne	48184	(734) 722-3030
MI	1280	Lambert, Adam K.		641 W Washington St	Marquette	498554135	(906) 228-4630
MI	1165	Lambert, Adam K.		200 Pearl St	Houghton	499311341	(906) 482-6060
MI	1166	Lambert, Adam K.		4244 I 75 Business Spur	Sault Ste Marie	497833620	(906) 632-4000
MI	1278	Mueller, Glenn A.	Area	2004 W Main St	Kalamazoo	490063041	(269) 343-3030
MI	1288	Mueller, Glenn A.	Area	1788 W Milham Ave	Portage	490241230	(269) 373-3030
MI	1211	Pavlik, David M.		2068 Cedar St	Holt	488421464	(517) 694-8115
MI	1014	Prud'homme, Leslie E.		16136 Middlebelt Rd	Livonia	481543338	(734) 422-2100
MI	1101	Redies, Thomas D.		953 Washtenaw Ave	Ypsilanti	48197	(734) 482-5555
MI	1117	Redies, Thomas D.		4910 Washtenaw Ave	Ann Arbor	481081414	(734) 528-1111
MI	1107	Redies, Thomas D.		401 E Michigan Ave	Saline	481761547	(734) 944-4555
MI	1243	Rivera, Jose D.		145 Columbia Ave W	Battle Creek	490153421	(269) 968-6200
MI	1251	Roberts, Mark T.		1027 E 8th St	Traverse City	496862761	(231) 941-5355

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MI	1248	Rock, Michael J.		2080 Niles Rd	St. Joseph	490852562	(269) 982-0700
MI	1144	Rock, Pamela J.		5930 Cleveland Ave	Stevensville	491279482	(269) 556-7030
MI	1238	Schloemann, Chris A.		2804 Rodd St	Midland	486404531	(989) 835-3030
MI	1245	Schloemann, Chris A.		1213 Kosciuszko Ave	Bay City	487087903	(989) 892-2520
MI	1046	Taxak, Narendra Singh		121 E University Dr	Rochester	483072046	(248) 652-9910
MI	1005	Taxak, Narendra Singh		3843 Rochester Rd	Troy	480835245	(248) 689-8800
MI	1028	Taxak, Narendra Singh		5564 Woodward Ave	Detroit	482023804	(313) 831-2100
MI	1031	Taxak, Narendra Singh		8701 Hall Rd	Utica	483175738	(586) 254-4330
MI	1169	Taxak, Narendra Singh		1640 E 8 Mile Rd	Detroit	482031259	(313) 368-9368
MI	1114	Watson, Sally		1113 W Beecher St	Adrian	492213699	(517) 263-0678
MN	1948	Alfveby, John G.		2418 Margaret St N	N. St. Paul	551093020	(651) 777-3030
MN	7375	Backes, David A.		96 14th St Northeast	Buffalo	55313	(763) 682-3830
MN	1984	Carlson, Duane L. Jr.		2508 E Beltline	Hibbing	557462302	(218) 262-6695
MN	7380	Carlson, Duane L. Jr.		1623 2nd Ave	International Falls	566493449	(218) 283-3444
MN	1994	Carlson, Duane L. Jr.		1200 S Pokegama Ave	Grand Rapids	557444292	(218) 326-9444
MN	1985	Carlson, Duane L. Jr.		309 E Central Entrance	Duluth	558115513	(218) 722-3030
MN	7387	Carlson, Duane L. Jr.		5704 Miller Trunk Hwy	Duluth	558111238	(218) 729-7979
MN	7362	Carlson, Duane L. Jr.		5465 Mountain Iron Dr	Virginia (Mountain Iron)	557923378	(218) 741-3030
MN	1940	Cerna, Luis X.		1201 Gilmore Ave	Winona	559872424	(507) 454-4545
MN	7396	Christianson, Calandra L.		10 Church St	Elko New Market	55054	(952) 461-4614
MN	7388	Christianson, Erick W.		106 Main St E	New Prague	560712440	(952) 758-8833
MN	7300	Christianson, Erick W.		1058 Enterprise Dr	Belle Plaine	56011	(952) 873-2020
MN	1992	Cole, Shane A.		107 2nd St Ne	Little Falls	563452614	(320) 632-2371
MN	7374	Dupont, Richard M.		44 W 1st St	Waconia	553871400	(952) 442-9780
MN	1989	Finley, Kevin D.		132 Lake St N	Forest Lake	550252503	(651) 464-7080
MN	7352	Gellately, Dana M.		701 Paul Bunyan Dr Nw	Bemidji	566012438	(218) 759-3030
MN	7347	Giefer, David A.		112 W Broadway St	Monticello	55362	(763) 295-2424
MN	7342	Giefer, David A.		17565 Highway 65 Ne	Ham Lake	553042218	(763) 434-4300
MN	7382	Giefer, David A.		23168 Saint Francis Blvd Nw	St. Francis	550709805	(763) 753-4300
MN	7358	Giefer, David A.		1524 125th Ave Ne	Blaine	554494749	(763) 755-3030
MN	1986	Gilbert, David A.		1701 Woodland Ave	Duluth	558032544	(218) 728-3627
MN	7378	Graves, William B.	Development	207 21st St S	Moorehead	565603272	(218) 233-2211
MN	1979	Graves, William B.	Development	601 N Broadway	Crookston	567161450	(218) 281-3671

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MN	1981	Graves, William B.	Development	209 Brooks Ave N	Thief River Falls	567011724	(218) 681-6000
MN	1983	Graves, William B.	Development	126 W Cavour Ave	Fergus Falls	56537	(218) 736-5411
MN	1962	Graves, William B.	Development	130 Gateway Dr NE	East Grand Forks	56721	(218) 773-2121
MN	1990	Graves, William B.	Development	501 Litchfield Ave Se	Willmar	562013654	(320) 235-3030
MN	1961	Graves, William B.	Development	202 2nd Ave N	Sauk Rapids	563791608	(320) 251-4885
MN	7353	Graves, William B.	Development	5801 Ridgewood Rd	St. Cloud	56303	(320) 253-8520
MN	1960	Graves, William B.	Development	1507 1st St S	St. Cloud	563014171	(320) 259-1900
MN	1956	Graves, William B.	Development	1001 E College Dr	Marshall	562581975	(507) 532-3030
MN	1901	Graves, William B.	Development	215 Oak St Se	Minneapolis	554142908	(612) 331-3030
MN	1918	Graves, William B.	Development	1113 Hennepin Ave	Minneapolis	554031705	(612) 338-3030
MN	1947	Graves, William B.	Development	2441 Hennepin Ave	Minneapolis	554052605	(612) 374-3030
MN	1949	Graves, William B.	Development	2147 44th Ave N	Minneapolis	554121162	(612) 521-9494
MN	1906	Graves, William B.	Development	2801 26th Ave S	Minneapolis	554061528	(612) 722-8200
MN	1945	Graves, William B.	Development	4552 Bloomington Ave	Minneapolis	554073661	(612) 823-3030
MN	1923	Graves, William B.	Development	5957 Penn Ave S	Minneapolis	554192030	(612) 920-7171
MN	1912	Graves, William B.	Development	1110 Grand Ave	St. Paul	551052628	(651) 224-3030
MN	1946	Graves, William B.	Development	477 Saint Peter St	St. Paul	551021110	(651) 227-3030
MN	1975	Graves, William B.	Development	6635 Cahill Ave	Inver Grove Heights	550762067	(651) 455-5064
MN	1944	Graves, William B.	Development	2620 Rice St	Little Canada	551133712	(651) 483-3030
MN	7355	Graves, William B.	Development	525 Main St	New Brighton	55112	(651) 638-3030
MN	1914	Graves, William B.	Development	1231 Pierce Butler Rte	St. Paul	551041452	(651) 644-3030
MN	1934	Graves, William B.	Development	635 Snelling Ave S	St. Paul	55116-1531	(651) 698-3030
MN	1910	Graves, William B.	Development	2133 Old Hudson Rd	St. Paul	551194407	(651) 735-3030
MN	7349	Graves, William B.	Development	783 Radio Dr	Woodbury	551255401	(651) 738-3030
MN	1909	Graves, William B.	Development	1517 White Bear Ave N	St. Paul	551061605	(651) 772-3030
MN	7323	Graves, William B.	Development	9322 Zane Ave N	Brooklyn Park	554431613	(763) 391-0909
MN	1937	Graves, William B.	Development	1115 Vicksburg Ln N	Plymouth	554473215	(763) 404-9191
MN	7357	Graves, William B.	Development	13590 Grove Dr	Maple Grove	553114400	(763) 420-8988
MN	7381	Graves, William B.	Development	13625 Northdale Blvd	Rogers	553742152	(763) 428-8333
MN	7350	Graves, William B.	Development	18157 Carson Ct Nw	Elk River	553303611	(763) 441-6500
MN	1988	Graves, William B.	Development	355 Willow Bend	Crystal	554282831	(763) 535-6313
MN	1904	Graves, William B.	Development	2720 Winnetka Ave N	New Hope	554272830	(763) 541-0030
MN	1966	Graves, William B.	Development	3900 Vinewood Ln N	Plymouth	554411155	(763) 557-9999

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MN	7371	Graves, William B.	Development	3260 Brookdale Dr N	Brooklyn Park	554432884	(763) 566-3030
MN	1954	Graves, William B.	Development	7510 University Ave Ne	Fridley	554322614	(763) 571-4240
MN	7365	Graves, William B.	Development	9370 Lexington Ave N	Circle Pines	550141671	(763) 786-7864
MN	1973	Graves, William B.	Development	503 N Chestnut St	Chaska	55318	(952) 448-4408
MN	1974	Graves, William B.	Development	2330 Wilshire Blvd	Mound	553641635	(952) 472-3030
MN	1921	Graves, William B.	Development	9723 Lyndale Ave S	Bloomington	554204232	(952) 888-4442
MN	1922	Graves, William B.	Development	427 American Blvd E	Bloomington	554201252	(952) 888-6661
MN	1924	Graves, William B.	Development	5551 W Lake St	St Louis Park	554162117	(952) 926-5422
MN	1927	Graves, William B.	Development	7082 Amundson Ave	Edina	554392016	(952) 944-2463
MN	1926	Graves, William B.	Development	10700 Bloomington Ferry Rd	Bloomington	554382475	(952) 944-9244
MN	1908	Graves, William B.	Development	1901 Johnson St Ne	Minneapolis	554184737	(612) 789-0030
MN	1911	Graves, William B.	Development	1014 Smith Ave S	West St. Paul	551181105	(651) 457-3030
MN	1913	Graves, William B.	Development	10625 University Ave Ne	Blaine	554348030	(763) 757-3030
MN	1941	Gritz, Paul M.		4125 E Frontage Rd	Rochester	55901	(507) 282-3030
MN	1942	Gritz, Paul M.		444 3rd Ave Se	Rochester	559044801	(507) 288-3030
MN	1959	Gritz, Paul M.		106 S Main St	Austin	559123408	(507) 437-3030
MN	7319	Gritz, Paul M.		501 S Mantorville Ave	Kasson	559441262	(507) 634-3344
MN	1995	Johnson, Corey L.		421 W Washington St	Brainerd	564012925	(218) 828-5066
MN	7366	Johnson, Corey L.		1302 Washington Ave	Detroit Lakes	565013915	(218) 846-1502
MN	7339	Johnson, Corey L.		114 S Rum River Dr	Princeton	553711816	(763) 389-8900
MN	7369	Johnson, Corey L.		1595 2nd Ave NE	Cambridge	55008	(763) 689-5603
MN	7360	Johnson, Corey L.		6014 167th Ave Nw	Ramsey	553033784	(763) 753-3200
MN	7356	Koenig, Michael P.		505 Broadway St	Alexandria	563081422	(320) 763-5007
MN	1943	Krueger, Joel G.		221 Mineral Springs Rd	Owatonna	550602197	(507) 451-3030
MN	1997	Krueger, Joel G.		12925 Lake Blvd	Lindstrom	55045	(651) 257-2002
MN	7386	Krueger, Joel G.		14531 Forest Blvd N	Hugo	550388390	(651) 426-3030
MN	7343	Krueger, Joel G.		107 Wildwood Rd	Willernie	55090	(651) 429-4252
MN	7354	Krueger, Joel G.		3551 Lexington Ave N	Arden Hills	551268017	(651) 484-3030
MN	7379	Krueger, Joel G.		25 Central Ave E	St. Michael	55376	(763) 497-4848
MN	1971	Krueger, Joel G.		2548 Highway 10 Ne	Mounds View	551124032	(763) 786-2383
MN	1957	Kruse, William C.		629 4th St Nw	Faribault	550215034	(507) 334-3954
MN	1970	Kruse, William C.		110 4th St E	Northfield	550572054	(507) 663-1221
MN	1933	Kruse, William C.		5480 141st St W	Apple Valley	551244243	(952) 423-2424

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MN	1930	Kruse, William C.		13756 Nicollet Ave	Burnsville	553374003	(952) 890-4940
MN	1917	Kruse, William C.		4701 Clark Ave	White Bear Lake	551103497	(651) 429-9192
MN	1968	Kruse, William C.		4995 160th St Se	Prior Lake	553722543	(952) 440-3030
MN	1958	Landsteiner, Mark A.		802 E Main St	Albert Lea	560072972	(507) 373-3331
MN	1938	Marti, Jeanne M.		2350 7th Ave	Anoka	553031769	(763) 427-0120
MN	7376	Miller, David V.		8060 State Highway 55	Rockford	553739407	(763) 477-4443
MN	7367	Miller, David V.		1865 W Wayzata Blvd	Long Lake	553569671	(952) 473-0400
MN	7368	Moran, Richard A.		309 N Central Ave	Duluth	558072501	(218) 628-3030
MN	7384	Nies, Timothy C.		25928 2nd St E	Zimmerman	553984680	(763) 856-0333
MN	7338	Nordberg, David C.		5862 Oak St	North Branch	550566681	(651) 277-3030
MN	1953	Peterson, Wayne A.		315 N Minnesota St	New Ulm	560731733	(507) 359-7711
MN	1951	Peterson, Wayne A.		814 N Riverfront Dr	Mankato	560013336	(507) 625-3666
MN	1950	Peterson, Wayne A.		300 Stadium Rd	Mankato	560014900	(507) 625-7711
MN	1952	Peterson, Wayne A.		103 S Minnesota Ave	St. Peter	560822515	(507) 934-9112
MN	1920	Peterson, Wayne A.		4735 Hiawatha Ave	Minneapolis	554063928	(612) 729-8388
MN	1955	Peterson, Wayne A.		5863 Neil Ave North	Oak Park Hts.	550825190	(651) 430-3030
MN	1967	Peterson, Wayne A.		103 23rd St W	Hastings	550333579	(651) 437-3930
MN	7348	Peterson, Wayne A.		1266 Town Centre Dr	Eagan	551231066	(651) 452-3030
MN	1939	Peterson, Wayne A.		1975 Silver Bell Rd	Eagan	551223167	(651) 454-0787
MN	1935	Peterson, Wayne A.		7145 E Point Douglas Rd S	Cottage Grove	550163045	(651) 459-7663
MN	7361	Peterson, Wayne A.		18350 Pilot Knob Rd	Farmington	550248768	(651) 463-3030
MN	1919	Peterson, Wayne A.		10904 Greenbrier Rd	Minnetonka	553053474	(952) 545-4669
MN	1993	Peterson, Wayne A.		17823 Kenwood Trl	Lakeville	550449493	(952) 892-1212
MN	1976	Peterson, Wayne A.		455 W 79th St	Chanhassen	553174505	(952) 934-6878
MN	1907	Peterson, Wayne A.		1430 Mainstreet	Hopkins	553437405	(952) 935-3030
MN	1928	Pierson, Jeffrey L.		224 1st Ave E	Shakopee	553791441	(952) 445-9200
MN	1936	Pierson, Jeffrey L.		13993 Anderson Lakes Pkwy	Eden Prairie	553446782	(952) 949-3030
MN	1963	Radke, Janet L.		107 State St S	Waseca	560933042	(507) 833-8888
MN	7345	Schwarzhoff, Allen J.		3019 S Service Dr	Red Wing	55066	(651) 388-0444
MN	1991	Wendolek, Pete J.		111 Main St S	Hutchinson	553502506	(320) 587-7070
MO	1604	Alphin, Brian D.		795 Ne Rice Rd	Lee's Summit	640865849	(816) 525-2244
MO	1600	Black, Robert L.		3797 Osage Beach Parkway	Osage Beach	650652138	(573) 302-4888
MO	1545	Black, Robert L.		213 Saint Robert Blvd	St. Robert	655843323	(573) 336-3400

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MO	1546	Black, Robert L.		1724 N Bishop Ave	Rolla	654012259	(573) 364-7110
MO	1525	Black, Robert L.		1717 Christy Dr	Jefferson City	651012256	(573) 634-8444
MO	1523	Black, Robert L.		3732 W Truman Blvd	Jefferson City	651094957	(573) 893-2400
MO	1566	Bumpus, David M.		530 S Main St	Sikeston	638013040	(573) 471-2667
MO	1567	Bumpus, David M.		2140 N Westwood Blvd	Poplar Bluffs	639012440	(573) 686-7291
MO	1520	Bumpus, David M.		318 E Main St	Jackson	637551456	(573) 243-1474
MO	1626	Bumpus, David M.		110b Perry Plz	Perryville	637751207	(573) 547-3030
MO	1536	Carlson, J. Bradley		1631 N Scott Ave	Belton	640121448	(816) 331-5100
MO	1646	Elwell, Emily E.		2003 S Garrison Ave	Carthage	64836	(417) 358-6565
MO	1678	Elwell, Emily E.		200 S Adams St	Nevada	647723102	(417) 667-8878
MO	1685	Elwell, Emily E.		1010 S Madison St	Webb City	648702566	(417) 673-8900
MO	1621	Galloway, Richard W. Jr.		1444 N Kingshighway Blvd	St. Louis	631131411	(314) 454-3030
MO	1524	Galloway, Richard W. Jr.		1613 S 9th St	St Louis	631043827	(314) 621-3030
MO	1649	Galloway, Richard W. Jr.		107 Hilltop Village Center Dr	Eureka	63025	(636) 938-3320
MO	1547	Grapes, Ronald L. Jr.		1816 S Jefferson Ave	Lebanon	655364208	(417) 588-7070
MO	1643	Howie, Patricia A.		307 W Lincoln Ave	Owensville	650661332	(573) 437-8777
MO	1635	Howie, Patricia A.		127 E Osage St	Pacific	630691543	(636) 257-3030
MO	1542	Hudson, Douglas Shane		1505 W 10th St	Joplin	648013955	(417) 623-5211
MO	1540	Hudson, Douglas Shane		1714 S Range Line Rd	Joplin	648043233	(417) 624-3460
MO	1601	Hurteau/Prather, Art/Marty		3310 W Hwy 76	Branson	65616	(417) 335-6789
MO	1687	Hurteau/Prather, Art/Marty		2909 S Business 65	Hollister	65672	(417) 337-7788
MO	1639	Hurteau/Prather, Art/Marty		1415 W State Highway J	Ozark	657217473	(417) 581-7070
MO	1630	Hurteau/Prather, Art/Marty		690 W Mount Vernon St	Nixa	657149604	(417) 724-1010
MO	1625	Hurteau/Prather, Art/Marty		586 Us Highway 60 E	Republic	657381322	(417) 732-4242
MO	1645	Hurteau/Prather, Art/Marty		610 E Buffalo St	Bolivar	65613	(417) 777-7070
MO	1550	Hurteau/Prather, Art/Marty		538 S National Ave	Springfield	658023434	(417) 831-1110
MO	1551	Hurteau/Prather, Art/Marty		430 W Kearney St	Springfield	658032522	(417) 863-0044
MO	1553	Hurteau/Prather, Art/Marty		2565 E Sunshine St	Springfield	658041824	(417) 889-2323
MO	1554	Hurteau/Prather, Art/Marty		2642 W Sunshine St	Springfield	658072254	(417) 522-3322
MO	1552	Hurteau/Prather, Art/Marty		230 E Republic Rd	Springfield	658076000	(417) 889-3131
MO	1544	Li, Heng		204 W 39th St	Kansas City	641112202	(816) 756-3910
MO	1617	Lynn, Danny F.		1420 N Kingshighway St	Cape Girardeau	637012117	(573) 334-9988
MO	1624	Lynn, Danny F.		1655 S Old Highway 141	Fenton	630265736	(636) 349-3338

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MO	1568	Lynn, Danny F.		1951 Richardson Rd	Arnold	630103917	(636) 467-5800
MO	1574	Lynn, Danny F.		2711 High Ridge Blvd	High Ridge	630492202	(636) 677-2522
MO	1565	Lynn, Danny F.		1028 N Sprigg St	Cape Girardeau	637014832	(573) 651-3880
MO	1537	Lynn, Danny F.		1271 Main St	Imperial	630523852	(636) 467-9339
MO	1579	Mabrey, Jeffrey M.		4315 Mcmasters Ave	Hannibal	634012452	(573) 221-2861
MO	1519	Mickey, Michael A.		1471 Gibson St	West Plains	657751870	(417) 257-0055
MO	1686	Mickey, Michael A.		100 W 17th St	Mountain Grove	657111060	(417) 926-1100
MO	1648	Mickey, Michael A.		609 N Franklin St	Cuba	654531625	(573) 885-3030
MO	1572	Miller, Daryl M.		2110 Messanie St	St. Joseph	645072418	(816) 232-6060
MO	1677	Muser, David C.		40 Plaza Dr	Sainte Genevieve	636701800	(573) 883-9959
MO	1615	Naugle, Leonard J.		121 N Service Rd W	Sullivan	630801234	(573) 468-3030
MO	1518	Naugle, Leonard J.		827 W Monroe St	Mexico	652651971	(573) 581-4811
MO	1559	Naugle, Leonard J.		326 E 5th St	Washington	630902809	(636) 239-1515
MO	1556	Naugle, Leonard J.		408 Us Highway 50 W	Union	630841936	(636) 583-3020
MO	1515	Naugle, Leonard J.		669 N Morley St	Moberly	652702522	(660) 269-9988
MO	1509	Naugle, Leonard J.		1109 S Baltimore St	Kirksville	635014031	(660) 627-3030
MO	1608	Neichter, Gregory J.		14276 Ladue Rd	Chesterfield	630173347	(314) 275-7979
MO	1561	Neichter, Gregory J.		11124 Old Saint Charles Rd	St. Ann	630742113	(314) 291-3334
MO	1560	Neichter, Gregory J.		9511 Lackland Rd	St Louis	631143602	(314) 423-7440
MO	1517	Neichter, Gregory J.		9432 Natural Bridge Rd	Berkley	631343106	(314) 426-3113
MO	1564	Neichter, Gregory J.		9620 Olive Blvd	Olivette	631323002	(314) 432-2530
MO	1602	Neichter, Gregory J.		11933 Olive Blvd	Creve Coeur	631416729	(314) 567-1010
MO	1593	Neichter, Gregory J.		6963 Olive Blvd	University	631302540	(314) 862-3030
MO	1505	Neichter, Gregory J.		1621 Towne Dr	Columbia	652023654	(573) 474-9565
MO	1503	Neichter, Gregory J.		1500 Interstate 70 Dr Sw	Columbia	652035011	(573) 875-1010
MO	1502	Neichter, Gregory J.		416 S 9th St	Columbia	652015091	(573) 875-3030
MO	1563	Neichter, Gregory J.		667 Big Bend Rd	Ballwin	63021	(636) 227-6300
MO	1562	Neichter, Gregory J.		14764 Clayton Rd	Ballwin	630112634	(636) 391-6304
MO	1511	Neichter, Gregory J.		345 Clarkson Rd	Ellisville	630112252	(636) 391-6600
MO	1640	Neichter, Gregory J.		105 Long Rd	Chesterfield	630051218	(636) 537-3223
MO	1506	Neichter, Gregory J.		2148 Mckelvey Rd	Maryland Heights	630432311	(314) 878-1111
MO	1619	Neichter, Gregory J.		3102 Green Meadows Way	Columbia	652033681	(573) 443-3030
MO	1504	Neichter, Gregory J.		102 W 6th St	Fulton	652512602	(573) 642-0991

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MO	1570	Neichter, Gregory J.		2181 Droste Rd	St Charles	633014844	(636) 723-0150
MO	1682	Poulsen, Jamie S.	Development	902 S Sturgeon St	Montgomery City	633612703	(573) 564-1900
MO	1679	Poulsen, Jamie S.	Development	1331 Northeast Service Rd	Warrenton	63383	(636) 456-8444
MO	1508	Poulsen, Jamie S.	Development	1006 Main St	Maryville	64468	(660) 562-2800
MO	1558	Poulsen, Jamie S.	Development	1307 Washington St	Chillicothe	646011310	(660) 646-9800
MO	1606	Poulsen, Jamie S.	Development	819 Cherokee Dr	Marshall	653401691	(660) 886-6565
MO	1535	Poulsen, Jamie S.	Development	736 N. Highway 7	Blue Springs	64015	(816) 228-2700
MO	1627	Poulsen, Jamie S.	Development	3709 S Noland Rd	Independence	64055	(816) 373-3734
MO	1632	Poulsen, Jamie S.	Development	118 Conistor	Liberty	64068	(816) 415-9400
MO	1628	Poulsen, Jamie S.	Development	7759 Nw Prairie View Rd	Kansas City	641511542	(816) 741-1900
MO	1501	Poulsen, Jamie S.	Development	623 S Maguire St	Warrensburg	640932635	(660) 429-2171
MO	1549	Poulsen, Jamie S.	Development	3200 S Limit Ave	Sedalia	653011177	(660) 829-3030
MO	1694	Poulsen, Jamie S.	Development	7208 Wornall Rd	Kansas City	64114	(816) 237-1888
MO	6373	Poulsen, Jamie S.	Development	9324 N Oak Trfy	Kansas City	641552263	(816) 420-8220
MO	1610	Poulsen, Jamie S.	Development	2516 Ne 43rd St	Kansas City	641162449	(816) 454-3363
MO	1691	Poulsen, Jamie S.	Development	4201 Blue Pkwy	Kansas City	641302811	(816) 923-1007
MO	1616	Ratterman, Mark B.		12462 Natural Bridge Rd	Bridgeton	630442074	(314) 291-3232
MO	1522	Ratterman, Mark B.		5201 S Grand Blvd	St. Louis	631111616	(314) 352-1400
MO	1589	Ratterman, Mark B.		7240 Natural Bridge Rd	Normandy	631215024	(314) 389-3030
MO	1605	Ratterman, Mark B.		1430 N 13th St	St. Louis	631064423	(314) 421-3030
MO	1583	Ratterman, Mark B.		3239a Lemay Ferry Rd	St Louis	631254419	(314) 487-9190
MO	1594	Ratterman, Mark B.		9799 W Florissant Ave	Delwood	631361428	(314) 521-7335
MO	1603	Ratterman, Mark B.		9301 Gravois Rd	St. Louis	631234527	(314) 631-2100
MO	1580	Ratterman, Mark B.		7259 Manchester Rd	Maplewood	631432400	(314) 644-6700
MO	1527	Ratterman, Mark B.		3930 Lindell Blvd	St. Louis	631083204	(314) 652-3030
MO	1587	Ratterman, Mark B.		7018 Pershing Ave	University City	631304318	(314) 726-3030
MO	1588	Ratterman, Mark B.		12317 Old Halls Ferry Rd	Black Jack	630337114	(314) 741-5280
MO	1607	Ratterman, Mark B.		3107 S Grand Blvd	St. Louis	631181011	(314) 773-4404
MO	1584	Ratterman, Mark B.		485 S Kirkwood Rd	Kirkwood	631226119	(314) 821-4111
MO	1576	Ratterman, Mark B.		2500 N Us Highway 67	Florissant	630332038	(314) 831-5454
MO	1526	Ratterman, Mark B.		5421 Chippewa St	St Louis	631091635	(314) 832-4555
MO	1575	Ratterman, Mark B.		8442 N Lindbergh Blvd	Florissant	630317136	(314) 838-5757
MO	1578	Ratterman, Mark B.		13214 Tesson Ferry Rd	St. Louis	631283840	(314) 843-0909

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MO	1582	Ratterman, Mark B.		8346 Watson Rd	St. Louis	631194808	(314) 843-5353
MO	1585	Ratterman, Mark B.		5661 Telegraph Rd	Oakville	631294275	(314) 846-6600
MO	1591	Ratterman, Mark B.		10109 Lewis And Clark Blvd	Bellefontaine Neighbors	631365562	(314) 868-2244
MO	1586	Ratterman, Mark B.		9605 Manchester Rd	Rock Hill	631191333	(314) 961-7800
MO	1577	Ratterman, Mark B.		309a Mid Rivers Mall Dr	St Peters	633761516	(636) 278-6626
MO	1611	Ratterman, Mark B.		8760 Veterans Memorial Pkwy	O'Fallon	633667536	(636) 281-3030
MO	1641	Ratterman, Mark B.		3441 Pheasant Meadow Dr	O'Fallon	63366	(636) 281-5500
MO	1571	Ratterman, Mark B.		514 W Pearce Blvd	Wentzville	633851343	(636) 327-7999
MO	1516	Ratterman, Mark B.		45 Charleston Sq	St. Charles	633048572	(636) 447-7070
MO	1629	Ratterman, Mark B.		32 Gannon Sq	Pevely	630701527	(636) 479-3311
MO	1688	Ratterman, Mark B.		131 N Lincoln Dr	Troy	633791355	(636) 528-3520
MO	1618	Ratterman, Mark B.		1966 S Old Highway 94	St. Charles	633033727	(636) 724-6060
MO	1529	Ratterman, Mark B.		2554 Gladiator Dr	Fenton	63026	(636) 825-1919
MO	1569	Ratterman, Mark B.		801 Collins Dr	Festus	630282346	(636) 933-0707
MO	1510	Ratterman, Mark B.		11240 Manchester Rd	Kirkwood	63122	(314) 966-3030
MO	1622	Ratterman, Mark B.		2128 Rock Rd	De Soto	630201055	(636) 586-4949
MO	1538	Rowland, Sheila D.		305 E Karsch Blvd	Farmington	636401211	(573) 756-8966
MO	1642	Rowland, Sheila D.		201 E College Ave	Fredericktown	636451207	(573) 783-7999
MO	1690	Wampler, Stephen E.		48 Berry Rd	Bonne Terre	636281373	(573) 358-3322
MO	1612	Wampler, Stephen E.		114 W Main St	Park Hills	636012540	(573) 431-7372
MO	1631	Wampler, Stephen E.		836 E High St	Potosi	63664	(573) 438-7422
MO	1633	Wampler, Stephen E.		940 Plaza Dr	St. Clair	630771125	(636) 629-2929
MS	5969	Anderson, Neal W.		1452 W Peace St	Canton	390469060	(601) 855-2433
MS	5989	Anderson, Neal W.		425c N Davis Ave	Cleveland	387322351	(662) 843-3663
MS	3217	Brown, Timothy Brett	Development	700a Main St N	Amory	388212335	(662) 256-3663
MS	5992	Brown, Timothy Brett	Development	1102 Highway 72 E	Corinth	38834	(662) 284-9099
MS	5986	Brown, Timothy Brett	Development	116 Highway 15 N	Pontotoc	388631906	(662) 489-3033
MS	5978	Brown, Timothy Brett	Development	327 Highway 45 South	West Point	397732709	(662) 494-2000
MS	5974	Brown, Timothy Brett	Development	216 Starlyn Ave	New Albany	386522428	(662) 538-0335
MS	5993	Brown, Timothy Brett	Development	201 Walmart Cir	Booneville	38829	(662) 728-7778
MS	5981	Cavaliere, Christopher L.		100 Canal Pl	Philadelphia	393508908	(601) 389-0500
MS	5965	Davis Barrentine, Diane		1303 Highway 8	Grenada	389014003	(662) 226-3833
MS	5955	Davis Barrentine, Diane		8046 Highway 51 N	Southaven	38671	(662) 342-4747

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MS	5972	Davis Barrentine, Diane		460 Church Rd E	Southaven	38671	(662) 536-3636
MS	5971	Davis Barrentine, Diane		1603 Jackson Ave W	Oxford	386554252	(662) 236-3840
MS	5982	Davis Barrentine, Diane		5842 Goodman Rd	Horn Lake	386378108	(662) 781-2781
MS	5975	Davis, Curtis		640 Desoto Ave	Clarksdale	386145219	(662) 627-5030
MS	5976	Davis, Richard A.		460 Highway 6 E	Batesville	386063000	(662) 563-5600
MS	5967	Davis, Richard A.		314 W Main St	Senetobia	386682145	(662) 562-9500
MS	5949	Magee, Gregory S.		97 Northgate Rd	Natchez	391209810	(601) 445-6006
MS	5985	Magee, Gregory S.		5157 Main St	Lucedale	394526545	(601) 947-1636
MS	5928	Magee, Matthew		1515 Delaware Ave	McComb	396483607	(601) 684-6949
MS	5924	Magee, Matthew		975 Brookway Blvd	Brookhaven	396012643	(601) 835-3278
MS	5913	Mueller, Glenn A.	Area	501 Highway 90	Bay Saint Louis	395202821	(228) 467-2020
MS	5912	Mueller, Glenn A.	Area	2712 25th Ave	Gulfport	395014833	(228) 575-3434
MS	5908	Mueller, Glenn A.	Area	11236 Lorraine Rd	Gulfport	395035923	(228) 832-1111
MS	5910	Mueller, Glenn A.	Area	104 Pass Rd	Gulfport	395073040	(228) 868-6061
MS	5920	Mueller, Glenn A.	Area	3203 Hardy St	Hattiesburg	394017060	(601) 264-2996
MS	5922	Mueller, Glenn A.	Area	6061 U S Highway 98	Hattiesburg	394029456	(601) 268-1099
MS	5935	Mueller, Glenn A.	Area	616 N Jefferson St	Jackson	392023101	(601) 353-5600
MS	5932	Mueller, Glenn A.	Area	5545 Robinson Road Ext	Jackson	392044142	(601) 371-2300
MS	5953	Mueller, Glenn A.	Area	725 Highway 61 S	Vicksburg	391805936	(601) 636-3501
MS	5927	Mueller, Glenn A.	Area	4622 Poplar Springs Dr	Meridian	393052618	(601) 693-3030
MS	5973	Mueller, Glenn A.	Area	925 Highway 98 Byp	Columbia	394293709	(601) 736-0773
MS	5917	Mueller, Glenn A.	Area	917 Memorial Blvd	Picayune	394664635	(601) 798-7070
MS	5954	Mueller, Glenn A.	Area	1860 Main St	Madison	391108338	(601) 898-2330
MS	5939	Mueller, Glenn A.	Area	5490 Castlewoods Ct	Flowood	39232	(601) 992-3030
MS	5962	Mueller, Glenn A.	Area	101 Highway 12 E	Starkville	397593765	(662) 324-2100
MS	5926	Mueller, Glenn A.	Area	107 Live Oak Ct	Diamondhead	395253211	(228) 255-0001
MS	5901	Mueller, Glenn A.	Area	1671 Pass Rd	Biloxi	395314359	(228) 374-7234
MS	5902	Mueller, Glenn A.	Area	10493 Diberville Blvd	D'Iberville	395402401	(228) 392-6636
MS	5968	Mueller, Glenn A.	Area	7100 Highway 63	Moss Point	395639526	(228) 474-9555
MS	5907	Mueller, Glenn A.	Area	2707 Hwy 90	Gautier	39553	(228) 497-4888
MS	5905	Mueller, Glenn A.	Area	2310 Denny Ave	Pascagoula	395673418	(228) 769-9700
MS	5911	Mueller, Glenn A.	Area	11380 Highway 49	Gulfport	39503	(228) 831-3030
MS	5914	Mueller, Glenn A.	Area	19099 Pineville Rd	Long Beach	39560	(228) 868-6600

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MS	5903	Mueller, Glenn A.	Area	2260 Bienville Blvd	Ocean Springs	395643120	(228) 872-3030
MS	5909	Mueller, Glenn A.	Area	8000 Tucker Rd	Ocean Springs	395659130	(228) 875-3030
MS	5942	Mueller, Glenn A.	Area	7381 S Siwell Rd	Byram	39272	(601) 346-9737
MS	5936	Mueller, Glenn A.	Area	4555 Office Park Dr	Jackson	392066017	(601) 362-7777
MS	5984	Mueller, Glenn A.	Area	800 Hill St	Ellisville	394372418	(601) 477-4949
MS	5921	Mueller, Glenn A.	Area	97 Morris St	Petal	394652872	(601) 544-3030
MS	5925	Mueller, Glenn A.	Area	713 N 16th Ave	Laurel	394403348	(601) 649-0800
MS	5990	Mueller, Glenn A.	Area	5828 Us Highway 11	Purvis	394755052	(601) 794-6660
MS	5929	Mueller, Glenn A.	Area	2145 Highway 18	Brandon	390422430	(601) 825-5012
MS	5916	Mueller, Glenn A.	Area	2785 US Hwy 49 S	Florence	390739404	(601) 845-5031
MS	5934	Mueller, Glenn A.	Area	909 Old Vicksburg Rd	Clinton	390563841	(601) 924-3030
MS	5933	Mueller, Glenn A.	Area	118 S Pearson Rd	Pearl	392085635	(601) 932-5882
MS	5931	Mueller, Glenn A.	Area	102 Pine Knoll Dr	Ridgeland	391571372	(601) 956-4900
MS	5958	Proulx, Allen G.		1510 Main St	Columbus	397014972	(662) 329-3131
MS	5979	Shifflett, Juan Jason		2334 McInvale Rd	Hernando	38632	(662) 449-3468
MS	5964	Shifflett, Juan Jason		1221 S Gloster St	Tupelo	388016535	(662) 841-0733
MS	5980	Shifflett, Juan Jason		8859 Goodman Rd	Olive Branch	386542203	(662) 895-3005
MS	5945	Varela, Mario		1513a Highway 1 S	Greenville	387017143	(662) 378-2091
MS	5946	Varela, Mario		919 Highway 82 W	Greenwood	389302727	(662) 455-3030
MT	6304	Christianson, Tillman "TR"		501 1st St	Havre	595013603	(406) 262-9300
MT	7001	Erwin, Allan F.		203 N 7th Ave	Bozeman	597153305	(406) 586-5431
MT	7002	Erwin, Allan F.		111 South Ave W	Missoula	598018115	(406) 721-7610
MT	7009	Erwin, Allan F.		2101 Harrison Ave	Butte	597016000	(406) 782-3000
MT	7017	Erwin, Allan F.		19599 Frontage Rd	Belgrade	59714	(406) 813-8828
MT	7004	Fuller, James E.		700 N Last Chance Gulch	Helena	596013349	(406) 443-2454
MT	7007	Hightower, Rhett D. H.		520 Wicks Ln	Billings	591054462	(406) 245-6633
MT	7003	Hightower, Rhett D. H.		444 Broadwater Ave	Billings	591012812	(406) 256-1312
MT	7015	Hightower, Rhett D. H.		2750 Old Hardin Rd	Billings	591016809	(406) 294-2828
MT	7005	Hightower, Rhett D. H.		2522 Grand Ave	Billings	591022625	(406) 652-5900
MT	7008	Hightower, Rhett D. H.		4109 2nd Ave N	Great Falls	594051406	(406) 771-0040
MT	7010	Hightower, Rhett D. H.		125 Northwest Byp	Great Falls	594044141	(406) 771-8877
MT	7011	Tetachuk, Darren B.		417 E Idaho St	Kalispell	599014136	(406) 756-0330
NC	8931	Brannan, Craig W.		15489 Us Highway 17 N	Hampstead	284437832	(910) 270-2222

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NC	8941	Brannan, Craig W.		204 N New River Dr	Surf City	284457034	(910) 328-8888
NC	8905	Byrd, Cynthia		304 Northeast Blvd	Clinton	283282424	(910) 592-4099
NC	8937	Cartwright, Wayde T.		11312 S Highway 15 501 N.	Chapel Hill	27517	(919) 968-3334
NC	7447	Cates, Kimberly M.		8532 Hillsville Rd	Trinity	273708542	(336) 861-0990
NC	7490	Citty, Ryke G.		5576 Nc Highway 42 W	Garner	275298437	(919) 662-0303
NC	5573	Cobbs, Kenneth L. II	Development	225 S Madison Blvd	Roxboro	275735427	(336) 597-8585
NC	4451	Cobbs, Kenneth L. II	Development	306 Granville Cors	Oxford	275654008	(919) 603-0300
NC	5568	Cooper, David R.		1820 N Center St	Hickory	286011853	(828) 324-5111
NC	5569	Cooper, David R.		3204 Springs Rd Ne	Hickory	286017748	(828) 256-9811
NC	4474	Cooper, David R.		2652 S NC 127 Hwy	Hickory	28602	(828) 294-1050
NC	8986	Cooper, David R.		2392 NC Hwy 10 W	Newton	286588419	(828) 464-4445
NC	8836	Crum, Bart H.		3335 North Hathaway Blvd	Sharpsburg	27878	(252) 407-7977
NC	7484	Crum, Bart H.		802 E Washington St	Nashville	278561741	(252) 459-3388
NC	5594	Crum, Bart H.		1004 Western Blvd	Tarboro	278864017	(252) 823-5555
NC	5533	Crum, Bart H.		1272 Independence Dr	Rocky Mount	278041905	(252) 977-7777
NC	8947	Crum, Bart H.		8551 NC Hwy 56 West	Louisburg	27549-8636	(919) 497-0400
NC	5514	Crum, Bart H.		1017 E 10th St	Roanoke Rapids	278703005	(252) 535-1444
NC	7483	Dail, Susan L.		1732 S Jk Powell Blvd	Whiteville	28472	(910) 640-2211
NC	7472	Davis, Bradley C.		150 Forest Hill Rd	Lexington	272952008	(336) 238-7272
NC	4476	Davis, Bradley C.		3779 Hwy 8 S	Lexington	272923312	(336) 357-2222
NC	8956	Davis, Bradley C.		835 N Bridge St	Elkin	286213008	(336) 526-5525
NC	8960	Davis, Bradley C.		2900 Ayers Blvd	Walkertown	27051	(336) 595-1155
NC	7432	Davis, Bradley C.		528 Hawthorne Dr	Yadkinville	27055	(336) 679-4444
NC	8994	Davis, Bradley C.		6479 Old Us Highway 52	Lexington	27292	(336) 731-8888
NC	7485	Davis, Bradley C.		430 Valley Rd	Mocksville	270282074	(336) 751-3232
NC	5574	Davis, Bradley C.		336 N South St	Mt. Airy	270303532	(336) 786-1414
NC	4479	Davis, Bradley C.		100 6th St	N. Wilkesboro	286594202	(336) 838-7777
NC	5546	Davis, Bradley C.		2205 Kirkwood St	High Point	272627707	(336) 841-2115
NC	5547	Davis, Bradley C.		2310 S Main St	High Point	272631852	(336) 889-7424
NC	7423	Davis, Bradley C.		4655 Yadkinville Rd	Pfafftown	270408622	(336) 922-7080
NC	4471	Davis, Bradley C.		614 N Main St	King	27021	(336) 983-0303
NC	5548	Davis, Bradley C.		120 W Main St	Thomasville	273603938	(336) 472-6111
NC	5512	Easter, Randall L.		4502 N Roxboro St	Durham	277041832	(919) 477-1966

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NC	5595	Easter, Randall L.		3460 US Highway #1	Franklinton	27525	(919) 494-1499
NC	4449	Easter, Randall L.		2531 E Lyon Station Rd	Creedmor	275229401	(919) 528-2828
NC	4495	Easter, Randall L.		10411 Moncrieffe Rd	Raleigh	27617	(919) 957-2929
NC	8930	Ebert, Gale W.		112 John Earl St	Hillsborough	272782672	(919) 732-3001
NC	5501	Ebert, Gale W.		2658 S Saunders St	Raleigh	276032840	(919) 821-2330
NC	5504	Ebert, Gale W.		7315 Six Forks Rd	Raleigh	276156162	(919) 847-8855
NC	5506	Ebert, Gale W.		3948 Western Blvd	Raleigh	276061937	(919) 899-3599
NC	5502	Ebert, Gale W.		412 E Main St	Carrboro	275102314	(919) 929-0246
NC	8920	Ebert, Gale W.		110 Banks Dr	Chapel Hill	275141514	(919) 932-9500
NC	5507	Ebert, Gale W.		1289 Fordham Blvd	Chapel Hill	275146110	(919) 967-0006
NC	4486	Ebert, Gale W.		2603 Glenwood Ave	Raleigh	27608	(919) 783-8803
NC	8980	Farrior, Mark S.		2881 Jones Franklin Rd	Raleigh	276064007	(919) 235-0808
NC	7480	Farrior, Mark S.		9825e Chapel Hill Rd	Morrisville	275609396	(919) 319-7000
NC	8903	Farrior, Mark S.		1187 W Chatham St	Cary	275135257	(919) 467-4222
NC	5505	Farrior, Mark S.		1367 Se Maynard Rd	Cary	275116935	(919) 469-1115
NC	8940	Farrior, Mark S.		1368 N Main St	Fuquay-Varina	275262617	(919) 557-5551
NC	8824	Ferone, Steven		6110 Rogers Rd	Rolesville	275719369	(919) 453-2324
NC	4493	Ferone, Steven		143 S White St	Wake Forest	275872780	(919) 554-1155
NC	4453	Ferone, Steven		4339 Falls Of Neuse Rd	Raleigh	276096282	(919) 872-4000
NC	7434	Fox, Aaron A.		1483 Patton Ave	Asheville	288061746	(828) 232-1818
NC	8988	Fox, Aaron A.		1269 Tunnel Rd	Asheville	288055100	(828) 298-2700
NC	7473	Fox, Aaron A.		417 E Main St	Franklin	287342697	(828) 369-1919
NC	7488	Fox, Aaron A.		16 Cherokee Crossing	Cherokee	28789	(828) 497-5500
NC	7439	Fox, Aaron A.		1336 E Main St	Sylva	28779	(828) 586-9400
NC	5531	Gray, Tracy		1613 Raleigh Road Pkwy W	Wilson	278962045	(252) 237-4444
NC	5539	Heaney, Sean T.		450 Knollwood St	Winston-Salem	271033426	(336) 659-0065
NC	5540	Heaney, Sean T.		7821 N Point Blvd	Winston-Salem	271063209	(336) 759-2011
NC	4454	Heaney, Sean T.		4890 Country Club Rd	Winston-Salem	271044504	(336) 768-4620
NC	4472	Heaney, Sean T.		5389 Gumtree Rd	Winston-Salem	271079735	(336) 769-4800
NC	5538	Heaney, Sean T.		12201 N Nc Highway 150	Winston Salem	271279731	(336) 775-1100
NC	8983	Huth, Robert W.		1600 Market St	Wilmington	284014953	(910) 251-1111
NC	4484	Huth, Robert W.		7224h Wrightsville Ave	Wilmington	284037223	(910) 256-4964
NC	7430	Huth, Robert W.		409 Us Highway 117 N	Burgaw	28425	(910) 259-5252

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NC	8945	Huth, Robert W.		8610 E Oak Island Dr	Oak Island	28465	(910) 278-9111
NC	8966	Huth, Robert W.		5680 US Hwy 41 S	Wallace	28466	(910) 285-9996
NC	8989	Huth, Robert W.		2416 Carolina Beach Rd	Wilmington	284017648	(910) 332-1234
NC	8823	Huth, Robert W.		2255 Tarawa Blvd	Camp Lejeune	28543	(910) 353-3111
NC	8814	Huth, Robert W.		9413 Ploof Rd Se	Leland	284518428	(910) 371-3770
NC	4482	Huth, Robert W.		6620 Gordon Rd	Wilmington	284118413	(910) 395-1166
NC	4485	Huth, Robert W.		5621 Carolina Beach Rd	Wilmington	284122795	(910) 395-5656
NC	8926	Huth, Robert W.		Camp Lejeune Marine Base	Camp Lejeune	28547	(910) 451-3888
NC	8943	Huth, Robert W.		3604 S College Rd	Wilmington	284122002	(910) 452-5363
NC	8955	Huth, Robert W.		4930 Long Beach Rd Se	Southport	28461	(910) 457-0083
NC	4460	Huth, Robert W.		400 N Lake Park Blvd	Carolina Beach	284284803	(910) 458-3334
NC	8950	Huth, Robert W.		6278 Beach Dr SW	Ocean Isle Beach	28469	(910) 575-3800
NC	8803	Huth, Robert W.		6101 Castle Hayne Rd	Castle Hayne	284295011	(910) 602-7575
NC	8944	Huth, Robert W.		7210 Market St	Wilmington	28411	(910) 686-9889
NC	5589	Huth, Robert W.		4714 College Acres Dr	Wilmington	284031711	(910) 799-8820
NC	7428	Huth, Robert W.		1096 Sabbath Home Rd SW	Holden Beach	284625719	(910) 846-3344
NC	8995	Huth, Robert W.		1008 W Broad St	Elizabethtown	283378714	(910) 872-0907
NC	7487	Kennedy, Philip A.		1121 Falls River Ave	Raleigh	276146733	(919) 870-1155
NC	7438	Kuone, Steven P.		107 N. Honeycutt St.	Benson	27504	(919) 207-5678
NC	5500	Kuone, Steven P.		3677 New Bern Ave	Raleigh	276101232	(919) 231-6007
NC	7441	Kuone, Steven P.		306 Fish Dr	Angier	275016047	(919) 331-2444
NC	5591	Kuone, Steven P.		735 Highway 70 West	Garner	27529	(919) 779-6600
NC	5513	Lasky, Edward N.		709 S Clinton Ave	Dunn	283345936	(910) 892-8002
NC	8973	Lasky, Edward N.		1112 N Breazeale Ave	Mount Olive	28365	(919) 635-2181
NC	8812	Lasky, Edward N.		109 Martin Rd	Goldsboro	275307790	(919) 705-2363
NC	7422	Lasky, Edward N.		104 Five Points Rd	Dudley	27863	(919) 734-4004
NC	5571	Lasky, Edward N.		825 N Brightleaf Blvd	Smithfield	27577	(919) 934-1221
NC	5532	Letts, Carl F.		900b N Spence Ave	Goldsboro	275344268	(919) 778-7260
NC	5530	Lyle, Kermit Allen Jr.		1201 Charles Blvd	Greenville	278583449	(252) 758-6660
NC	5534	Lyle, Kermit Allen Jr.		3192 E 10th St	Greenville	278584296	(252) 752-6996
NC	4469	Lyle, Kermit Allen Jr.		2305 Dickinson Ave	Greenville	278345005	(252) 756-9998
NC	8807	Mathews, Daniel S.		78 New Clyde Hwy	Canton	287164210	(828) 648-7499
NC	4459	Mehaffey, Paul G.		2448 Lewisville Clemmons Rd	Clemmons	27012	(336) 766-0566

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NC	8982	Mehaffey, Paul G.		250 NC Highway 801N	Advance	27006	(336) 998-2000
NC	4461	Mitchell, Austin		1201 Cole Mill Rd	Durham	277052901	(919) 383-8399
NC	5503	Mitchell, Austin		1209 W Main St	Durham	277012030	(919) 682-3030
NC	8904	O'Brien, Michael D.		4711 Hope Valley Rd	Durham	277075651	(919) 493-4077
NC	4465	Olds, Patrick C.		104 N Hughes Blvd	Elizabeth City	279093755	(252) 338-5811
NC	8813	Olds, Patrick C.		512 Caratoke Hwy	Moyock	279588740	(252) 435-2500
NC	8826	Olds, Patrick C.		139 W Main St	Williamston	278922421	(252) 792-4333
NC	1706	Olds, Patrick C.		132 Main St E	Ahoskie	279103416	(252) 862-4000
NC	8938	O'Leary, John P.		2001 Widewaters Parkway	Knightdale	275457803	(919) 266-6667
NC	8935	O'Leary, John P.		2821 Wendell Blvd	Wendell	27591	(919) 365-9192
NC	8908	O'Leary, John P.		833 Perry Rd	Apex	275027702	(919) 387-0030
NC	8978	O'Leary, John P.		100 Springstone Dr	Holly Springs	275406501	(919) 567-2330
NC	8958	O'Leary, John P.		7981 Fayetteville Rd	Raleigh	276035631	(919) 661-2612
NC	7431	O'Leary, John P.		13220 Strickland Rd	Raleigh	276135213	(919) 676-6602
NC	4464	O'Leary, John P.		4420 Pleasant Valley Rd	Raleigh	276127025	(919) 783-5500
NC	8972	Patel, Himanshu B.		2310 N Highway 16	Denver	28037	(704) 489-8686
NC	8949	Patel, Himanshu B.		900 Hwy 90 West	Taylorsville	28681	(828) 635-6868
NC	5564	Patterson, G. Mack		814 N Charlotte Ave	Monroe	281102529	(704) 289-8437
NC	5593	Patterson, G. Mack		343 S Kings Dr	Charlotte	282043039	(704) 331-9847
NC	5585	Patterson, G. Mack		4350 Colwick Rd	Charlotte	282112310	(704) 364-5192
NC	4468	Patterson, G. Mack		3223 The Plz	Charlotte	282051662	(704) 375-8794
NC	4488	Patterson, G. Mack		4510 Sunset Rd	Charlotte	282161386	(704) 392-7850
NC	8817	Patterson, G. Mack		10210 Couloak Dr	Charlotte (Couloak)	282167695	(704) 393-8887
NC	5552	Patterson, G. Mack		4755 South Blvd	Charlotte	282172117	(704) 527-7892
NC	8918	Patterson, G. Mack		9020-A2 Albermarle Rd	Charlotte	282271004	(704) 531-1833
NC	5550	Patterson, G. Mack		3205 N Sharon Amity Rd	Charlotte	282056540	(704) 531-7713
NC	5590	Patterson, G. Mack		7211 E Independence Blvd	Charlotte	28270	(704) 536-6444
NC	8916	Patterson, G. Mack		6420 Rea Rd	Charlotte	28226	(704) 543-7160
NC	8915	Patterson, G. Mack		8510 Park Rd	Charlotte	282105803	(704) 554-5629
NC	4458	Patterson, G. Mack		9107 S Tryon St	Charlotte	282733125	(704) 588-4182
NC	5551	Patterson, G. Mack		9630 University City Blvd	Charlotte	282133574	(704) 596-7071
NC	4487	Patterson, G. Mack		3716 W Wt Harris Blvd	Charlotte	282698507	(704) 598-2230
NC	7424	Patterson, G. Mack		1310 Wesley Chapel Rd	Indian Trail	280796588	(704) 684-0200

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NC	8821	Patterson, G. Mack		9900 Poplar Tent Rd	Concord	280279505	(704) 788-3600
NC	4452	Patterson, G. Mack		553 S Main St	Mt. Holly	28120	(704) 822-2440
NC	4490	Patterson, G. Mack		3335 Siskey Pkwy	Matthews	281053230	(704) 841-1900
NC	8917	Patterson, G. Mack		3901 Providence Rd S	Waxhaw	281737378	(704) 843-3566
NC	8934	Patterson, G. Mack		3876 Kings Mountain Hwy	Gastonia	280527128	(704) 864-4475
NC	5557	Patterson, G. Mack		1802 S New Hope Rd	Gastonia	28054	(704) 867-5868
NC	8968	Patterson, G. Mack		7900 Stevens Mill Rd	Matthews	28104	(704) 882-5100
NC	4470	Patterson, G. Mack		3140 Dallas High Shoals Hwy	Dallas	280341306	(704) 922-7665
NC	7436	Patterson, G. Mack		12905 Rosedale Hill Ave	Huntersville	28078	(704) 992-0505
NC	5549	Patterson, G. Mack		208 Faculty St	Boone	286074699	(828) 264-6507
NC	4481	Patterson, G. Mack		642 Center Dr	Lincolnton	280923712	(704) 732-4179
NC	8909	Patterson, G. Mack		20601 Torrence Chapel Rd	Cornelius	280314077	(704) 897-8888
NC	8825	Patterson, G. Mack		16625 Lancaster Hwy	Charlotte (Audrey Kell)	28277	(803) 548-1818
NC	5510	Pesta, Edward Carl		4237 Louisburg Rd	Raleigh	276044348	(919) 872-7222
NC	5541	Qasim, S. Osman		820 S Chapman St	Greensboro	274032224	(336) 272-6156
NC	5544	Qasim, S. Osman		948 E Bessemer Ave	Greensboro	274057002	(336) 272-9833
NC	5592	Qasim, S. Osman		1056 Alamance Church Rd	Greensboro	274063808	(336) 370-1471
NC	7489	Qasim, S. Osman		1003 High Point Rd	Randleman	27317	(336) 495-3030
NC	8906	Qasim, S. Osman		2130 New Garden Rd	Greensboro	274101605	(336) 545-0000
NC	8912	Qasim, S. Osman		3806 N Church St	Greensboro	274052775	(336) 621-3399
NC	5583	Qasim, S. Osman		124 W Ward St	Asheboro	272035422	(336) 629-2468
NC	8913	Qasim, S. Osman		2202b Fleming Rd	Greensboro	274109371	(336) 665-1744
NC	8962	Qasim, S. Osman		6926 Jordan Rd	Ramseur	273169535	(336) 824-2121
NC	5582	Qasim, S. Osman		4411 High Point Rd	Greensboro	274074314	(336) 854-0044
NC	5542	Qasim, S. Osman		4604 W Market St	Greensboro	274071261	(336) 854-1591
NC	8977	Qasim, S. Osman		609 W Main St	Rockwell	281389403	(704) 209-3333
NC	5559	Qasim, S. Osman		938 Grove St	Shelby	281526850	(704) 484-1717
NC	8993	Qasim, S. Osman		265 N Main St	Troutman	281669513	(704) 528-1500
NC	5581	Qasim, S. Osman		1601 W Innes St	Salisbury	281442505	(704) 636-1111
NC	5579	Qasim, S. Osman		608 Church St N	Concord	280254320	(704) 795-5555
NC	4480	Qasim, S. Osman		197 W Plaza Dr	Mooresville	281176900	(704) 799-2222
NC	8963	Qasim, S. Osman		623 Highway 29 N	China Grove	280232615	(704) 857-8888
NC	5558	Qasim, S. Osman		1550 E Broad St	Statesville	286254302	(704) 872-3030

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NC	8992	Qasim, S. Osman		1050 Main St W	Locust	280978703	(704) 888-1313
NC	5556	Qasim, S. Osman		601 S Cannon Blvd	Kannapolis	280835239	(704) 933-4444
NC	4463	Qasim, S. Osman		1415 US Highway 52	Albemarle	280013307	(704) 982-6777
NC	4483	Qasim, S. Osman		372 S Broadway St	Forest City	280433649	(828) 245-3030
NC	8910	Qasim, S. Osman		114 S Washington St	Rutherfordton	281392828	(828) 287-3030
NC	5566	Qasim, S. Osman		825 Spartanburg Hwy	Hendersonville	287924777	(828) 696-4113
NC	8970	Qasim, S. Osman		327 W Main St	Biscoe	272099528	(910) 428-1211
NC	5596	Qasim, S. Osman		13045 Nc Highway 24 27	Eagle Springs	27242	(910) 948-2111
NC	8951	Qasim, S. Osman		1418 E 11th St	Siler City	273442000	(919) 742-1100
NC	8991	Rhodes, Gerald B.		3254 Ray Rd	Spring Lake	283907810	(910) 496-0772
NC	5565	Rhodes, Gerald B.		34 Pinecrest Plz	Southern Pines	283874301	(910) 692-6662
NC	8819	Rhodes, Gerald B.		7451b Nc Highway 22	Carthage	283278514	(910) 949-3300
NC	8818	Rhodes, Gerald B.		17 Amarillo Ln	Sanford	273323018	(919) 499-5557
NC	5572	Rhodes, Gerald B.		10441 U.S. 70 West	Clayton	27520	(919) 553-3066
NC	5570	Rhodes, Gerald B.		830 Woodland Ave	Sanford	273305345	(919) 774-4448
NC	5588	Rhodes, Gerald B.		2258 Jefferson Davis Hwy	Sanford	273308972	(919) 774-8001
NC	8820	Rhodes, Gerald B.		6213 Rock Quarry Rd	Raleigh	276106641	(919) 779-4443
NC	5580	Ridge, Jr., John E.		1676b S Main St	Laurinburg	283525413	(910) 276-4440
NC	8987	Ridge, Jr., John E.		412 W 3rd St	Pembroke	28372-7976	(910) 521-2223
NC	5527	Ridge, Jr., John E.		588 Bailey Rd	Lumberton	283582470	(910) 739-4121
NC	8810	Ridge, Jr., John E.		311 Harris Ave	Raeford	283763109	(910) 848-2007
NC	8811	Ridge, Jr., John E.		7082 Fayetteville Rd	Raeford	283768395	(910) 875-8001
NC	4456	Ridge, Jr., John E.		1205 E Broad Ave	Rockingham	283794901	(910) 997-4424
NC	5578	Robert, Therese L.		1304 John Small Ave	Washington	278893843	(252) 946-7778
NC	5511	Stokes, Clyde Page		2447 N Church ST	Burlington	27217	(336) 229-1199
NC	5509	Stokes, Clyde Page		1837 S Church St	Burlington	272155553	(336) 229-7777
NC	7477	Stokes, Clyde Page		6307 Burlington Rd	Stoney Creek	273779262	(336) 449-5600
NC	8957	Stokes, Clyde Page		616a Chief Martin St	Madison	270251656	(336) 548-2080
NC	8914	Stokes, Clyde Page		921 S Main St	Graham	272533377	(336) 570-2262
NC	8907	Stokes, Clyde Page		417 W Haggard Ave	Elon College	272449345	(336) 584-3336
NC	8936	Stokes, Clyde Page		1246 S Fifth St	Mebane	273029756	(919) 563-5999
NC	5508	Stuchiner, Tamir		3205 University Dr	Durham	277073770	(919) 493-8484
NC	5537	Stuchiner, Tamir		1601 E Nc Highway 54	Durham	277132105	(919) 544-1751

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NC	4462	Suniga-Koora, Jennifer P.		4201 Lee St	Ayden	285137273	(252) 746-4042
NC	4457	Teel, Danny Keith		Croatan Hwy 1400	Kill Devil Hills	27948	(252) 441-1525
NC	5575	Thomas, Paul L.		114a W Main St	Jamestown	272829529	(336) 454-6116
NC	5524	Tingen, Michael L.		217 Turner Dr	Reidsville	273205754	(336) 342-3555
NC	7442	Tingen, Michael L.		2040 Rankin Mill Rd	Greensboro	274059674	(336) 375-0992
NC	8996	Tingen, Michael L.		998 NC Hwy 150W	Summerfield	27455	(336) 643-6002
NC	8984	Tingen, Michael L.		1692 NC 68 North	Oak Ridge	27310	(336) 644-0665
NC	5597	Tingen, Michael L.		5136 Randleman Rd	Greensboro	274069157	(336) 674-0027
NC	5587	Tingen, Michael L.		821 S Main St	Kernersville	272843821	(336) 996-7807
NC	5528	Toms, Daniel J.		640 S Van Buren Rd	Eden	272885320	(336) 623-4040
NC	4478	Violet, Gregory A.		3001 Holloway St	Durham	277033417	(919) 598-1111
NC	8816	Virk, Harmeeek S.		987 East St	Pittsboro	273128859	(919) 542-1295
NC	8946	Young, Mitchell L.		530 Dudley Shoals Rd	Granite Falls	286308443	(828) 313-0555
NC	8975	Young, Mitchell L.		701 Hwy 70 and 1st St	Hildebran	28637	(828) 397-6790
NC	5567	Young, Mitchell L.		520 N Green St	Morganton	286553258	(828) 437-9777
NC	7421	Young, Mitchell L.		2020 Connelly Springs Rd	Lenoir	28645	(828) 728-1828
NC	5545	Young, Mitchell L.		360 Wilkesboro Blvd Se	Lenoir	286454442	(828) 758-7011
NC	8933	Young, Mitchell L.		1010 Main St W	Valdese	286902614	(828) 879-3333
ND	1876	Erwin, Allan F.		450 12th St W	Dickinson	586013507	(701) 225-7100
ND	1860	Graves, William B.	Development	1109 19th Ave N	Fargo	581022201	(701) 232-1255
ND	1861	Graves, William B.	Development	1700 32nd Ave S	Fargo	581035982	(701) 232-5333
ND	1852	Graves, William B.	Development	400 A Ave	Emerado	582284112	(701) 594-4467
ND	1853	Graves, William B.	Development	325 Dakota Ave	Wahpeton	580754514	(701) 642-2212
ND	1851	Graves, William B.	Development	2705 S Washington St	Grand Forks	582016719	(701) 746-6437
ND	1862	Graves, William B.	Development	1380 9th St E	West Fargo	580783382	(701) 282-8055
ND	1882	Huber, Rick A.		1524 S Broadway	Minot	587015979	(701) 838-8383
ND	1865	Jensen, Frank E.		706 1st Ave S	Jamestown	584014649	(701) 252-8888
ND	1872	Scott, Michael F.		119 E Century Ave	Bismarck	58501	(701) 258-4030
ND	1873	Scott, Michael F.		1031 S Washington St	Bismarck	585046262	(701) 222-3100
ND	1871	Scott, Michael F.		1100 E Main St	Mandan	585543764	(701) 663-6988
ND	1854	Smith, George A.		523 Main St	Williston	588015315	(701) 572-8888
NE	6110	Cutshall, Gregory S.	Development	1910 Betz Rd	Bellevue	680053508	(402) 292-4700
NE	6125	Cutshall, Gregory S.	Development	3818 N 156th St	Omaha	681162802	(402) 496-3330

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NE	6112	Cutchall, Gregory S.	Development	721 S 72nd St	Omaha	68114	(402) 614-7990
NE	6111	Cutchall, Gregory S.	Development	7120 Military Ave	Omaha	68104	(402) 898-9393
NE	6612	Cutchall, Gregory S.	Development	9631 Giles Rd	La Vista	68128	(402) 884-9120
NE	6122	Cutchall, Gregory S.	Development	14330 Hillsdale Ave	Omaha	681375565	(402) 895-8833
NE	6127	Cutchall, Gregory S.	Development	3439 L Street	Omaha	68107	(402) 933-2100
NE	6155	Hackett, Michael D.		1015 W 27th St	Scottsbluff	693611525	(308) 635-0330
NE	6130	Herpy, Keith		904 Riverside Blvd	Norfolk	68701	(402) 371-0107
NE	6128	Herpy, Keith		2409 23rd Street	Columbus	68601	(402) 562-5656
NE	6126	Herpy, Keith		2155 E 23rd St	Fremont	68025	(402) 721-1444
NE	6161	Ramold, Robert C.		624 N Webb Rd	Grand Island	688034049	(308) 389-3030
NE	6150	Ramold, Robert C.		3702 2nd Ave	Kearney	688478102	(308) 234-6544
NE	6132	Ramold, Robert C.		1815 W A St	North Platte	691014534	(308) 534-0400
NE	6121	Wissing, John D.		2728 Saint Marys Ave	Omaha	681051518	(402) 345-3030
NE	6102	Wissing, John D.		2401 N 48th St	Lincoln	68504	(402) 434-2377
NE	6105	Wissing, John D.		2815 S 18th St	Lincoln	685024616	(402) 434-2388
NE	6104	Wissing, John D.		1055 Saunders Ave	Lincoln	685212327	(402) 434-2380
NH	3230	Claus, Tracy A.		456 Daniel Webster Hwy	Merrimack	030543699	(603) 424-0080
NH	3216	Devens, Jonathan S.		556 Nashua St	Milford	030554916	(603) 673-2700
NH	3200	Gallup, Stephen D.		91 Maple St	Manchester	031035630	(603) 647-4300
NH	3206	Gallup, Stephen D.		150 Amory St	W. Manchester	031023540	(603) 668-2252
NH	3204	Gallup, Stephen D.		212 Lowell St	Manchester	031044979	(603) 668-4701
NH	3219	Jenks, David/Benvenuti, Dominic		300 North Main St	Rochester	038674353	(603) 335-5663
NH	3201	Jenks, David/Benvenuti, Dominic		599 Lafayette Rd	Portsmouth	038015409	(603) 431-7881
NH	3215	Jenks, David/Benvenuti, Dominic		250 Central Ave	Dover	038204130	(603) 742-8411
NH	3210	Jenks, David/Benvenuti, Dominic		7 Mill Rd	Durham	03824	(603) 868-6230
NH	3209	Jenks, David/Benvenuti, Dominic		419 Amherst St	Nashua	030631227	(603) 886-0202
NH	3207	Jenks, David/Benvenuti, Dominic		99 Northeastern Blvd	Nashua	030621945	(603) 889-8885
NH	3225	Jenks, David/Benvenuti, Dominic		725 Lafayette Rd	Hampton	038421295	(603) 929-0030
NH	3226	Moskowitz, Kirsten D.		76 Portsmouth Ave	Stratham	03885	(603) 778-7800
NH	3220	Papajohn, Audrey M.		585 Union Ave	Laconia	032462504	(603) 528-4820
NH	3235	Rivard, Robert P.	Development	61 Crystal Ave	Derry	030381764	(603) 432-6605
NH	3208	Rivard, Robert P.	Development	254 N Broadway	Salem	030792132	(603) 893-7100
NH	3202	Yeames, Rik		202 N Main St	Concord	033015065	(603) 228-4222

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Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NH	3205	Zonfrilli, Joseph V.		149 Main St	Keene	034313721	(603) 357-5534
NJ	4985	Ansari, Massoud		529 Main St	Spotswood	088841689	(732) 251-5000
NJ	4542	Ansari, Massoud		448 Rahway Ave	Woodbridge	070953305	(732) 750-3730
NJ	3981	Castellano, Vincent M.		127 Main St	Hackettstown	078401929	(908) 813-3030
NJ	3988	Castellano, Vincent M.		1103 Us Highway 46	Ledgewood	078529738	(973) 252-1333
NJ	4972	Castellano, Vincent M.		28 W Blackwell St	Dover	078013837	(973) 328-3233
NJ	4559	Cecere, Robert A.		1070 Rt 34	Matawan	07747	(732) 441-4445
NJ	4547	Cecere, Robert A.		319 Main St	Keansburg	077342063	(732) 495-5200
NJ	4558	Cecere, Robert A.		366 Broad St	Keyport	077351619	(732) 888-1100
NJ	3652	Channaoui, Amer M.		403 W Broad St	Westfield	070904104	(908) 889-1818
NJ	4959	Cilmi, John M.		807 S Olden Ave	Hamilton	086105149	(609) 392-3200
NJ	3965	Cilmi, John M.		104 Hickory Corner Rd	East Windsor	085202416	(609) 443-0888
NJ	4520	Cilmi, John M.		9 Cookstown Rd	Cookstown	08511	(609) 723-5400
NJ	4531	Cilmi, John M.		1805 N Olden Avenue Ext	Trenton	08638	(609) 883-1000
NJ	4986	Cilmi, John M.		100 Lakehurst Rd	Browns Mills	08015	(609) 893-1600
NJ	3932	Cilmi, John M.		527 High Mountain Rd	N. Haledon	075082603	(973) 427-0039
NJ	4518	Cilmi, John M.		500 McBride Ave	West Paterson	074242890	(973) 684-1755
NJ	4541	Cilmi, John M.		94 Wanaque Ave	Pompton Lakes	074422029	(973) 835-0333
NJ	4561	Evringham, Brian M.		1216 Black Horse Pike	Glendora	080291306	(856) 939-6555
NJ	3941	Farace, Alvaro C.		244 Newton Sparta Rd	Newton	078602796	(973) 579-3373
NJ	3916	Farace, Alvaro C.		99 State Route 23 South	Hamburg	07419	(973) 823-9111
NJ	4588	Jahangir, Waheed		41 Park Ave	Summit	079015928	(908) 273-9550
NJ	3909	Jahangir, Waheed		629 Springfield Ave	Berkeley Heights	07922	(908) 898-0009
NJ	4509	Jahangir, Waheed		59 Academy St	South Orange	070791919	(973) 378-7900
NJ	4573	Jahangir, Waheed		8 Park Ave	Madison	079401465	(973) 593-0070
NJ	4593	Jahangir, Waheed		147 Speedwell Ave	Morristown	079603879	(973) 984-2900
NJ	4958	Joarder, Mohammed Shamsuzzaman		1636 Route 38	Lumberton (Mt. Holly)	080482900	(609) 265-1300
NJ	3918	Joarder, Mohammed Shamsuzzaman		942 Radio Rd	Little Egg Harbor	080871604	(609) 296-2900
NJ	4564	Joarder, Mohammed Shamsuzzaman		680 High St	Burlington	080162637	(609) 387-8400
NJ	3942	Joarder, Mohammed Shamsuzzaman		1027 Rt 9 South	Cape May Courthouse	082102753	(609) 465-9090
NJ	4506	Joarder, Mohammed Shamsuzzaman		109 Bellevue Ave	Hammonton	080371546	(609) 567-5111
NJ	4505	Joarder, Mohammed Shamsuzzaman		6814 Tilton Rd	Egg Harbor Twp. (Northfield)	08234	(609) 646-8222
NJ	4984	Joarder, Mohammed Shamsuzzaman		782 White Horse Pike	Absecon	082011416	(609) 646-8808

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NJ	4525	Joarder, Mohammed Shamsuzzaman		75 Sunset Rd	Willingboro	080461450	(609) 871-8800
NJ	4567	Joarder, Mohammed Shamsuzzaman		1769 Route 88	Brick	087243003	(732) 206-0002
NJ	4983	Joarder, Mohammed Shamsuzzaman		699 Atlantic City Blvd	Bayville	087212539	(732) 269-7800
NJ	4569	Joarder, Mohammed Shamsuzzaman		1501 Highway 37E	Toms River	08753	(732) 929-1818
NJ	3900	Joarder, Mohammed Shamsuzzaman		401 Harmony Rd	Gibbstown	080271725	(856) 224-8700
NJ	3917	Joarder, Mohammed Shamsuzzaman		446 S Broadway	Camden	081031246	(856) 225-0400
NJ	4512	Joarder, Mohammed Shamsuzzaman		1101 N 2nd St	Millville	083322539	(856) 327-4900
NJ	4519	Joarder, Mohammed Shamsuzzaman		39 N Laurel St	Bridgeton	083021909	(856) 455-6800
NJ	4535	Joarder, Mohammed Shamsuzzaman		27 N Maple Ave	Marlton	080531753	(856) 596-5900
NJ	4534	Joarder, Mohammed Shamsuzzaman		4903 Westfield Ave	Pennsauken	081102951	(856) 663-2522
NJ	3957	Joarder, Mohammed Shamsuzzaman		127 S Black Horse Pike	Williamstown	080941559	(856) 728-5533
NJ	3943	Joarder, Mohammed Shamsuzzaman		440 White Horse Pike	Atco	080042210	(856) 768-5522
NJ	4516	Joarder, Mohammed Shamsuzzaman		510 E Landis Ave	Vineland	083608006	(856) 794-3030
NJ	4532	Joarder, Mohammed Shamsuzzaman		536 Mantua Pike	Woodbury	080963213	(856) 845-6444
NJ	4510	Joarder, Mohammed Shamsuzzaman		149 Haddon Ave	Westmont	081082745	(856) 854-5600
NJ	4526	Joarder, Mohammed Shamsuzzaman		290 S Lenola Rd	Maple Shade	080521501	(856) 866-1500
NJ	4515	Joarder, Mohammed Shamsuzzaman		231 Rowan Blvd	Glassboro	08028	(856) 881-8100
NJ	4966	Joarder, Mohammed Shamsuzzaman		2601 Atlantic Ave	Atlantic City	084016409	(609) 347-0303
NJ	4528	Joarder, Mohammed Shamsuzzaman		341 S Burnt Mill Rd	Voorhees	080431106	(856) 428-3900
NJ	4591	Jonas, Robert		2200a Bayshore Rd	Villas	082511606	(609) 886-1211
NJ	4546	Khan, Mohammad S.		284 Valley Blvd	Woodridge	070751204	(201) 804-8181
NJ	3944	Khan, Mohammad S.		6 Orient Way	Rutherford	070702012	(201) 933-7900
NJ	3972	Khan, Mohammad S.		98 E Main St	Ramsey	074461925	(201) 934-1234
NJ	4540	Khan, Mohammad S.		115 State Route 35	Eatontown	077241877	(732) 389-2300
NJ	4950	Khan, Mohammad S.		109 Taylor Ave	Manasquan	087363045	(732) 528-7600
NJ	4544	Khan, Mohammad S.		60 English Plz	Red Bank	077011608	(732) 530-8300
NJ	4974	Khan, Mohammad S.		82 Montgomery Ave	Long Branch	077405305	(732) 571-3733
NJ	3955	Khan, Mohammad S.		116 3rd Ave	Neptune City	07753	(732) 776-8887
NJ	3974	Khan, Mohammad S.		183 1st Ave	Atlantic Highlands	077161272	(732) 872-2800
NJ	4963	Khan, Mohammad S.		1734 E 2nd St	Scotch Plains	070761708	(908) 322-4311
NJ	4583	Khan, Mohammad S.		609 Westfield Ave	Elizabeth	072081325	(908) 354-4322
NJ	4536	Khan, Mohammad S.		454 County Road 519	Phillipsburg	088862032	(908) 454-1022
NJ	3980	Khan, Mohammad S.		447 Central Ave	Newark	071073037	(973) 268-2700

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NJ	4517	Khan, Mohammad S.		1044 Clinton Ave	Irvington	071113531	(973) 399-7500
NJ	3948	Khan, Mohammad S.		325 State Route 10	East Hanover	079362615	(973) 428-9400
NJ	4988	Khan, Mohammad S.		441 Main St	East Orange	070183211	(973) 676-4000
NJ	3985	Khan, Mohammad S.		504 Van Houten Ave	Passaic	070552008	(973) 778-4600
NJ	3961	Khan, Mohammad S.		1003 Bergen St	Newark	071122044	(973) 926-6000
NJ	4538	Khan, Mohammad S.		337 Main St	Hackensack	076015804	(201) 487-6262
NJ	3959	Khan, Mohammad S.		13 Overlook Ave	Rochelle Park	076623211	(201) 587-9111
NJ	4572	Khan, Mohammad S.		7618 Bergenline Ave	North Bergen	070474958	(201) 662-0600
NJ	4537	Khan, Mohammad S.		440 Broad Ave	Leonia	076051602	(201) 944-9199
NJ	3956	Khan, Mohammad S.		352 Anderson Ave	Cliffside Park	070101542	(201) 945-3700
NJ	4570	Khan, Mohammad S.		4060 Asbury Ave	Tinton Falls	07753	(732) 361-1649
NJ	4989	Khan, Mohammad S.		2058 State Route 27	Edison	088173330	(732) 572-1441
NJ	3386	Khan, Mohammad S.		933 Main Ave	Passaic	070558624	(862) 234-2323
NJ	4586	Khan, Mohammad S.		115 Saint George Ave	Roselle	072032917	(908) 298-0200
NJ	4521	Khan, Mohammad S.		1090 Elizabeth Ave	Elizabeth	072012557	(908) 355-3996
NJ	3991	Khan, Mohammad S.		16 W Washington Ave	Washington	078821917	(908) 689-2200
NJ	4991	Khan, Mohammad S.		110 Maple Ave	South Plainfield	070803407	(908) 756-3336
NJ	4504	Khan, Mohammad S.		399 Bloomfield Ave	Caldwell	070064935	(973) 228-6600
NJ	4964	Khan, Mohammad S.		931 Main St	Boonton	070051451	(973) 299-6555
NJ	3986	Khan, Mohammad S.		436 Main St	West Orange	070525705	(973) 325-2020
NJ	4571	Khan, Mohammad S.		199 Littleton Rd	Parsippany	070541873	(973) 402-0313
NJ	4577	Khan, Mohammad S.		551 Bloomfield Ave	Newark	071071327	(973) 482-7100
NJ	3992	Khan, Muhammad Ratib		61 State Rd	Princeton	085401318	(609) 688-6870
NJ	4530	Khan, Muhammad Ratib		2901 Us Highway 1	Lawrenceville	086482419	(609) 895-1555
NJ	3987	Khan, Shafiq A.		524 31st St	Union City	070873907	(201) 319-9000
NJ	4500	Khan, Shafiq A.		1183 Summit Ave	Jersey City	073073230	(201) 714-9600
NJ	3925	Khan, Shafiq A.		631 Newark Ave	Jersey City	073062303	(201) 795-9800
NJ	3958	Khokhar, Mohammad I.		36 Franklin Ave	Nutley	071103225	(973) 667-2222
NJ	4576	Khokhar, Mohammad I.		59 Glenridge Ave	Montclair	070424716	(973) 783-3333
NJ	3384	Lazauskas, Frank J.		741 Communipaw Ave	Jersey City	07304	(201) 536-3030
NJ	3989	Lazauskas, Frank J.		190 Kearny Ave	Kearny	070322438	(201) 997-8400
NJ	4585	Lazauskas, Frank J.		1901 Morris Ave	Union	07083	(908) 851-2280
NJ	3976	Lazauskas, Frank J.		51 Niagara St	Newark	071053266	(973) 344-3033

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NJ	3963	Lazauskas, Frank J.		7-11 Smith St	Paterson	075051800	(973) 345-3030
NJ	4554	Lazauskas, Frank J.		1051 Broadway	Bayonne	070024157	(201) 339-3030
NJ	3990	Lugardo, Theodore J.		2002 State Route 31	Clinton	088092008	(908) 638-8400
NJ	4589	Lugardo, Theodore J.		230 Morris Ave	Springfield	070811212	(973) 912-9030
NJ	3969	Martinez, Wellington		1360 State Rt 23	Butler	074051724	(973) 492-9300
NJ	4523	McLaughlin, Brad A.		1 Berlin Rd	Clementon	080214548	(856) 627-3030
NJ	3971	Mechael, Sameh M.		1100 Us Highway 130	Robbinsville	086911108	(609) 208-0600
NJ	3940	Parmer, Jason M.		21 S Main St	Barnegat	080052360	(609) 978-1333
NJ	4565	Patalano, John		13 Washington Ave	Dumont	076283614	(201) 387-8000
NJ	4552	Patalano, John		100 Kinderkamack Rd	Westwood	076753006	(201) 664-9494
NJ	3979	Patalano, John		538 Livingston St	Norwood	076481338	(201) 784-1111
NJ	4566	Patalano, John		26-15 Broadway	Fairlawn	074103821	(201) 796-1111
NJ	3984	Patel, Amit G.		135 State Route 27	Edison	088203807	(732) 548-3939
NJ	4551	Patel, Amit G.		60 Main St	South Boundbrook	08880	(732) 563-0330
NJ	4953	Patel, Amit G.		3201 State Route 27	Franklin Park	088231357	(732) 940-6633
NJ	4968	Patel, Amit G.		7 Us Highway 206	Raritan	08869	(908) 526-3333
NJ	3392	Patel, Amit G.		50 Mount Bethel Rd	Warren	070595690	(908) 755-5757
NJ	4962	Patel, Amit G.		430 Route 206	Hillsborough	08844	(908) 874-3035
NJ	4582	Patel, Dilaver I.		101 North Avenue West	Cranford	070163136	(908) 272-4000
NJ	3982	Patel, Shobhana D.		245 Route 202	Flemington	088226021	(908) 788-8008
NJ	3379	Peterson, Thomas		293 1st Ave	Jersey City	07302	(201) 333-3322
NJ	4503	Peterson, Thomas		462 Newark St	Hoboken	070302445	(201) 653-3700
NJ	3960	Peterson, Thomas		1109 State Route 23	Wayne	074706649	(973) 694-0042
NJ	4595	Strittmatter, Rose Mary L.		2600 Bridge Ave	Pt. Pleasant	087424279	(732) 295-3434
NJ	3968	Strittmatter, Rose Mary L.		4318 Us Highway 9	Howell	077313318	(732) 901-7300
NJ	3964	Taghavi, Mohsen		648 Bloomfield Ave	Verona	070441804	(973) 857-0600
NJ	3393	Talwar, Subhash C.		506 Route 70	Lakehurst	087332800	(732) 657-7500
NJ	4977	Talwar, Subhash C.		2500 State Highway 9 S	Old Bridge	08857	(732) 679-4343
NJ	3995	Talwar, Subhash C.		133 State Route 33	Manalapan	077268302	(732) 780-9999
NJ	3973	Talwar, Subhash C.		415 Route 9 S	Englishtown	07726	(732) 972-3737
NJ	4545	Talwar, Subhash C.		540 Park Ave	Freehold	077282377	(732) 577-9400
NJ	3387	Vahidi, Hadi		33 Princeton Hightstown Rd	Princeton Junction	085501119	(609) 897-0888
NJ	3970	Vahidi, Hadi		340 Ryders Ln	Milltown	088501706	(732) 238-6500

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NJ	4973	Vahidi, Hadi		570 Georges Rd	North Brunswick	089023081	(732) 249-0030
NJ	4965	Vahidi, Hadi		55 E Railroad Ave	Jamesburg	088311462	(732) 521-4800
NJ	4562	Whitman, Thomas J.		5360 Route 42	Turnersville	080121090	(856) 232-3333
NJ	4527	Whitman, Thomas J.		210 N Black Horse Pike	Mount Ephraim	080591311	(856) 931-4100
NJ	4590	Williams, Joseph A.		4800 New Jersey Ave	Wildwood	08260	(609) 846-1000
NJ	4522	Witting, Christopher W.		911 Church Rd	Cherry Hill	080021301	(856) 482-6610
NJ	4511	Witting, Christopher W.		1821 Cinnaminson Ave	Cinnaminson	080772856	(856) 786-0100
NJ	4587	Zaidi, Syed Akhtar		1190 Liberty Ave	Hillside	072052023	(908) 964-3733
NJ	3975	Zaidi, Syed Akhtar		141 Us Highway 46	Budd Lake	078282525	(973) 691-8900
NJ	4956	Zaidi, Syed S.		586 New Brunswick Ave	Perth Amboy	088613656	(732) 442-4433
NJ	4580	Zaidi, Syed S.		1725 Saint Georges Ave	Rahway	070652002	(732) 574-2525
NJ	3394	Zaidi, Syed S.		102 Main St	Sayreville	088721565	(732) 613-4200
NM	6540	Akerfelds, Karen L.		3530 Zafarano Dr	Santa Fe	875072609	(505) 473-1672
NM	9860	Army & Air Force Exchange Serv		7901 Gibson Blvd, Bldg 20176	Kirtland AFB	871170001	(505) 268-1167
NM	9303	Bailey, Brian K.	Development	1940 Old Us 66	Edgewood	870156745	(505) 286-3030
NM	6553	Bailey, Brian K.	Development	1415 W Aztec Blvd	Aztec	874101868	(505) 334-8405
NM	6546	Bailey, Brian K.	Development	611 Mills Ave	Las Vegas	877014664	(505) 425-3030
NM	6544	Bailey, Brian K.	Development	4208 Highway 64	Kirtland	874179414	(505) 598-5121
NM	6551	Bailey, Brian K.	Development	204 W Broadway Ave	Bloomfield	874135903	(505) 632-5576
NM	6552	Bailey, Brian K.	Development	209 Los Alamos Hwy	Espanola	875323441	(505) 753-3030
NM	6531	Bailey, Brian K.	Development	604 N Guadalupe St	Santa Fe	875016512	(505) 984-3030
NM	6514	Bailey, Brian K.	Development	1717 Sudderth Dr	Ruidoso	883456114	(575) 257-3030
NM	6511	Bailey, Brian K.	Development	801 W Bender Blvd	Hobbs	882402105	(575) 393-3030
NM	9304	Bailey, Brian K.	Development	401 S Main Ave	Lovington	88260	(575) 396-3030
NM	6510	Bailey, Brian K.	Development	100 S White Sands Blvd	Alamogordo	88310	(575) 434-3030
NM	6530	Bailey, Brian K.	Development	1124 S Union Ave	Roswell	882032732	(575) 622-3030
NM	6534	Bailey, Brian K.	Development	2417 N Main St	Roswell	882016454	(575) 623-3030
NM	6537	Bailey, Brian K.	Development	302 S 1st St	Artesia	882102415	(575) 746-0030
NM	6509	Bailey, Brian K.	Development	1917 N Prince St	Clovis	881014856	(575) 769-3030
NM	6555	Bailey, Brian K.	Development	710 Paseo Del Pueblo Sur	Taos	875716062	(575) 779-3030
NM	6532	Bailey, Brian K.	Development	905 W Lea St	Carlsbad	882204800	(575) 887-3030
NM	6520	Bailey, Brian K.	Development	3920 Central Ave Se	Albuquerque	871081017	(505) 262-1662
NM	6524	Bailey, Brian K.	Development	800 Juan Tabo Blvd Ne	Albuquerque	871231444	(505) 291-0555

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NM	6522	Bailey, Brian K.	Development	12000 Candelaria Rd Ne	Albuquerque	871126400	(505) 292-7715
NM	6519	Bailey, Brian K.	Development	7610 Carmel Ave Ne	Albuquerque	871222950	(505) 298-0599
NM	6521	Bailey, Brian K.	Development	1512 Wyoming Blvd Ne	Albuquerque	871123800	(505) 299-8777
NM	6515	Bailey, Brian K.	Development	3000 E 20th St	Farmington	874025350	(505) 326-9100
NM	6518	Bailey, Brian K.	Development	1511 C Goff Blvd S W	Albuquerque	87105	(505) 452-3030
NM	6538	Bailey, Brian K.	Development	3471 State Highway 47	Los Lunas	870318290	(505) 565-3030
NM	9305	Bailey, Brian K.	Development	725 W Main St	Farmington	87401	(505) 793-3030
NM	6550	Bailey, Brian K.	Development	9550 Sage Rd Sw	Albuquerque	871216807	(505) 833-3030
NM	6513	Bailey, Brian K.	Development	523c W Reinken Ave	Belen	870023640	(505) 861-3030
NM	6523	Bailey, Brian K.	Development	5844 Osuna Rd Ne	Albuquerque	871092526	(505) 883-1234
NM	6512	Bailey, Brian K.	Development	804 W 2nd St	Portales	881306735	(575) 359-2020
NM	9302	Bailey, Brian K.	Development	3090 N Roadrunner Pkwy	Las Cruces	880110820	(575) 521-3030
NM	9301	Bailey, Brian K.	Development	108 W Octagon St	Cannon AFB	88103	(575) 784-3833
NM	6545	Beck, Philip J.		1610 E Historic Highway 66	Gallup	873015086	(505) 722-4443
NM	6533	Beck, Philip J.		615 W Santa Fe Ave	Grants	870203609	(505) 876-2323
NM	6535	Beck, Philip J.		714 N Bullard St	Silver City	880615413	(575) 388-3232
NM	6501	Beck, Philip J.		2645 Missouri Ave	Las Cruces	880115089	(575) 522-7700
NM	6891	Beck, Philip J.		421 Avenida De Mesilla	Las Cruces	880056575	(575) 525-0900
NM	6502	Beck, Philip J.		2501 N Main St	Las Cruces	880011154	(575) 528-0900
NM	6536	Beck, Philip J.		116 E Pine St	Deming	880303708	(575) 544-3232
NM	6542	Beck, Philip J.		405 N California St	Socorro	878014208	(575) 838-1111
NM	6526	Nelson, Gordon E.		1209 Menaul Blvd Nw	Albuquerque	871071022	(505) 345-9936
NM	6507	Nelson, Gordon E.		4196 State Highway 528 Ne	Rio Rancho	871447566	(505) 771-2020
NM	8099	Nelson, Gordon E.		2115 Vista Oeste Nw	Albuquerque	871203887	(505) 833-5353
NM	6528	Nelson, Gordon E.		5109 Coors Blvd Nw	Albuquerque	871201925	(505) 836-7500
NM	6597	Nelson, Gordon E.		1127 Alameda Blvd Nw	Albuquerque	871141240	(505) 890-9999
NM	6527	Nelson, Gordon E.		2415 Southern Blvd Se	Rio Rancho	871244043	(505) 891-2900
NM	6595	Nelson, Gordon E.		6510 Paradise Blvd Nw	Albuquerque	871144890	(505) 897-9300
NV	7401	Kraniger, Mark J.		83 W Plumb Lane	Reno	895092554	(775) 323-8080
NV	7400	Kraniger, Mark J.		1145 N McCarran Blvd	Sparks	89431	(775) 359-5353
NV	9031	Kraniger, Mark J.		2483 Wingfield Hills Rd	Sparks	894367210	(775) 626-3030
NV	7478	Kraniger, Mark J.		4850 Sun Valley Blvd	Sun Valley	894337253	(775) 673-6363
NV	7402	Kraniger, Mark J.		1675 Robb Dr	Reno	89523	(775) 746-2929

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NV	7463	Kraniger, Mark J.		465 S Meadows Pkwy	Reno	895215946	(775) 852-5353
NV	7410	Kraniger, Mark J.		3231 Us Highway 50 E	Carson City	897012893	(775) 883-7500
NV	7449	Robinson, Edward W. III		1014 Nevada Highway	Boulder City	89005-1825	(702) 294-2424
NV	7408	Robinson, Edward W. III		421 S Frontage Rd	Pahrump	890482118	(775) 751-3030
NV	7412	Snow, Randy E.		360 N Sandhill Blvd	Mesquite	890274799	(702) 346-0123
NV	7413	Turner, D. Craig	Development	960 Auction Rd	Fallon	894062677	(775) 423-2500
NV	7407	Turner, D. Craig	Development	1038 Grass Valley Rd	Winnemucca	894454207	(775) 625-3300
NV	9032	Turner, D. Craig	Development	1900 Idaho St	Elko	898012637	(775) 753-9333
NV	7416	Turner, D. Craig	Development	266 Spring Creek Pkwy	Spring Creek	898155822	(775) 777-3343
NY	3682	Ahmed, MD Shueb		181 Church St	New York	100071829	(212) 566-8888
NY	3534	Ahmed, MD Shueb		475 W Merrick Rd	Valley Stream	11580	(516) 561-5555
NY	3501	Ali, Raja Shahid		55 3rd Ave	Bayshore	11706	(631) 206-0300
NY	3459	Ali, Raja Shahid		167 Clarke St	Brentwood	117172043	(631) 231-9700
NY	3665	Ali, Raja Shahid		77 W Main St	East Islip	117302319	(631) 277-1300
NY	3473	Ali, Raja Shahid		1801 New York Ave	Huntington Station	117462422	(631) 673-0100
NY	3350	Baldwin, Adam P.		936 E 2nd St	Jamestown	147013247	(716) 664-3850
NY	3544	Bhuyan, Mili A.		269 W Park Ave	Long Beach	115613222	(516) 432-1234
NY	3449	Bhuyan, Mili A.		608 Broadway	Massapequa	117585024	(516) 799-9400
NY	3685	Cilmi, John M.		148 W 72nd St	New York	100233342	(212) 501-0200
NY	3510	Cilmi, John M.		1582 Route 9	Wappingers Falls	125902821	(845) 297-0181
NY	3516	Cilmi, John M.		96 Route 59	Spring Valley	109775217	(845) 425-0400
NY	3330	Cilmi, John M.		7g S Route 9w	West Haverstraw	109931016	(845) 429-0200
NY	3327	Cilmi, John M.		4 Taft Ave	Poughkeepsie	126031810	(845) 473-5500
NY	3555	Cilmi, John M.		432 North Ave	New Rochelle	108014105	(914) 235-8700
NY	3552	Cilmi, John M.		471 Mclean Ave	Yonkers	107055606	(914) 375-5900
NY	3557	Cilmi, John M.		73 Gramatan Ave	Mt Vernon	105501360	(914) 668-3030
NY	3681	Cookston, Robert L. III		170 W 23rd St	New York	100112407	(212) 243-5700
NY	3616	Cookston, Robert L. III		16a W 8th St	New York	100119002	(212) 353-3100
NY	3694	Cookston, Robert L. III		205 Allen St	New York	100021439	(212) 677-7776
NY	3686	Cookston, Robert L. III		943 1st Ave	New York	100228031	(212) 759-6600
NY	3683	Cookston, Robert L. III		736 W 181st St	New York	100334735	(212) 781-3700
NY	3456	Cookston, Robert L. III		3624 Broadway	New York	100312501	(212) 926-1234
NY	3693	Cookston, Robert L. III		227 W 40th St	New York	100181513	(212) 944-0400

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NY	3514	Cookston, Robert L. III		117 Mineola Ave	Roslyn Heights	115772019	(516) 484-0440
NY	3609	Cookston, Robert L. III		1017 Jericho Tpke	New Hyde Park	110404610	(516) 775-0254
NY	3636	Cookston, Robert L. III		1872a Bellmore Ave	Bellmore	117105555	(516) 783-3030
NY	3489	Cookston, Robert L. III		158 Old Country Rd	Riverhead	11901	(631) 369-9090
NY	3469	Cookston, Robert L. III		1265 Montauk Hwy	Mastic	119502931	(631) 399-3030
NY	3342	Cookston, Robert L. III		420 Windsor Hwy	Vails Gate	12553	(845) 562-0300
NY	3361	Cookston, Robert L. III		791 State Route 17m	Monroe	109502630	(845) 774-7100
NY	3352	Cookston, Robert L. III		130 N Bedford Rd	Mount Kisco	105491510	(914) 244-1600
NY	3441	Cookston, Robert L. III		189 S Highland Ave	Ossining	105626107	(914) 762-7111
NY	3488	Cookston, Robert L. III		2050 E Main St	Cortlandt Manor	105672502	(914) 788-0800
NY	3624	Cookston, Robert L. III		935 Front St	Uniondale	115531538	(516) 538-6666
NY	3404	De Busk, Larry		122 Baldwin St	Johnson City	137902148	(607) 798-7177
NY	3405	De Busk, Larry		1185 Vestal Ave	Binghamton	139031647	(607) 772-8555
NY	3444	De Busk, Larry		108 Washington Ave	Endicott	137605307	(607) 786-3030
NY	3443	Denman, Matthew J.		132 W Fulton St	Gloversville	120782800	(518) 725-1100
NY	3301	Denman, Matthew J.		43 Market St	Amsterdam	120104420	(518) 842-7227
NY	3420	Dunn, Mark G.		113 Erie Blvd W	Rome	134405739	(315) 339-1122
NY	3519	Dunn, Mark G.		7787 Oswego Rd	Liverpool	130902330	(315) 622-1000
NY	3430	Frye, Brian R.		1517 Mount Hope Ave	Rochester	146204247	(585) 244-2100
NY	3435	Frye, Brian R.		2095 E Henrietta Rd	Rochester	146233922	(585) 359-3330
NY	3429	Gaisser, Mark R.		481 Hamilton St	Geneva	144563058	(315) 789-3090
NY	3440	Gaisser, Mark R.		1092 Long Pond Rd	Rochester	146261177	(585) 227-1500
NY	3447	Gaisser, Mark R.		563 E Main St	Batavia	140202700	(585) 343-3344
NY	3436	Gaisser, Mark R.		205 Main St	Brockport	144202246	(585) 637-6886
NY	3484	Gaisser, Mark R.		70 West Ave	Canandaigua	144241521	(585) 396-1230
NY	3437	Gaisser, Mark R.		1699 Culver Rd	Rochester	146093830	(585) 654-9900
NY	3390	Goodman, Jeffrey S.		5855 Transit Rd	East Amherst	140511885	(716) 689-2400
NY	3408	Gray, Gregory E.		19 Dill St	Auburn	130213605	(315) 252-4440
NY	3487	Gray, Gregory E.		241 E Union St	Newark	145131505	(315) 331-2250
NY	3626	Hall, John R.		2900 Long Beach Rd	Oceanside	11572-3114	(516) 764-3030
NY	3634	Hall, John R.		93 W Merrick Rd	Freeport	115203709	(516) 867-3030
NY	3471	Hall, John R.		111 W Sunrise Hwy	Lindenhurst	117572404	(631) 225-7000
NY	3607	Hall, John R.		853 Long Island Ave	Deer Park	117294400	(631) 242-6771

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Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NY	3623	Hanley, Christopher M.		179 Medford Ave	Patchogue	117721207	(631) 207-6800
NY	3637	Hanley, Christopher M.		5640 Sunrise Hwy	Sayville	117821016	(631) 567-0600
NY	3639	Hanley, Christopher M.		967 Main St	Holbrook	117411600	(631) 585-0990
NY	3468	Hanley, Christopher M.		2229 Route 112	Coram	117273087	(631) 736-7878
NY	3601	Hanley, Christopher M.		1079 Rt 25A	Stony Brook	117901922	(631) 751-0330
NY	3617	Hanley, Christopher M.		2430 Middle Country Rd	Centereach	117203532	(631) 981-9800
NY	3550	Hussain, Faysal		329 N Central Ave	Hartsdale	105301811	(914) 683-0400
NY	3400	Isett, Amy B.		753 Maple Ave	Elmira	149012916	(607) 732-2203
NY	3494	Isett, Amy B.		2104 Grand Central Ave	Horseheads	14845	(607) 796-2211
NY	3502	Jarvis, Timothy R.		331 Cornelia St	Plattsburgh	129012316	(518) 563-0600
NY	3602	Jarvis, Timothy R.		789 New Loudon Rd	Latham	121103908	(518) 786-0033
NY	3457	Jarvis, Timothy R.		1554 Central Ave	Albany (aka Colonie)	122055049	(518) 452-3030
NY	3635	Karaborklu, Abdil		271 Route 25A	Mt. Sinai	11766	(631) 744-5200
NY	3628	Karaborklu, Abdil		103 Fulton St	Farmingdale	11735	(516) 752-4000
NY	3442	Karaborklu, Abdil		863 W Jericho Tpke	Smithtown	117873226	(631) 864-8400
NY	3302	Kent, William H.		198 Hoosick St	Troy	121802326	(518) 273-3030
NY	3304	Kent, William H.		1441 Broadway	Schenectady	123065005	(518) 372-4441
NY	3558	Kent, William H.		1592 State St	Schenectady	12304	(518) 393-3030
NY	3305	Kent, William H.		222 Delaware Ave	Delmar	120541222	(518) 439-2200
NY	3401	Kent, William H.		311 E Green St	Ithaca	14850	(607) 256-4000
NY	3320	Kent, William H.		19 Clinton Plz	Oneonta	13820	(607) 432-3033
NY	3414	Kent, William H.		449 N Greenbush Rd	Rensselaer	12144	(518) 274-3030
NY	3310	Kent, William H.		86 Washington St	Saratoga Springs	128664127	(518) 587-2244
NY	3676	Khan, Mohammad S.		1430 Richmond Ave	Staten Island	103141569	(718) 370-2000
NY	3673	Khan, Mohammad S.		3902 Richmond Ave	Staten Island	103125111	(718) 227-1900
NY	3312	Khan, Mohammad S.		25 Victory Blvd	Staten Island	103012905	(718) 273-4848
NY	3529	Khan, Mohammad S.		1300 Hylan Blvd	Staten Island	103051900	(718) 667-1900
NY	3316	Khan, Muhammad Riaz		50 Carpenter Ave	Middletown	109402418	(845) 342-4200
NY	3458	Khan, Muhammad Riaz		39 S Main St	New City	109563562	(845) 639-4040
NY	3445	Khan, Muhammad Riaz		38 Lafayette Ave	Suffern	109015406	(845) 368-2255
NY	3372	Khan, Muhammad Riaz		950 Mamaroneck Ave	Mamaroneck	105431631	(914) 630-7222
NY	3411	Klering, Timothy J.		2022 Teall Ave	Syracuse	132061540	(315) 437-3330
NY	3410	Lee, Michael S.		329 Nottingham Rd	Dewitt	13210	(315) 423-0333

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Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NY	3513	Lee, Michael S.		215 N Main St	N. Syracuse	132122478	(315) 458-6500
NY	3403	Lee, Michael S.		8 Court St	Cortland	130452604	(607) 758-3030
NY	3356	Lee, Michael S.		3548 W Genesee St	Syracuse	132192011	(315) 488-5402
NY	3680	Londono, Omar L.		4797 Broadway	New York	100344915	(212) 567-8600
NY	3692	Lopez, Emir A.		1993 3rd Ave	New York	100293615	(212) 831-0300
NY	3511	Lopez, Emir A.		153 E 116th St	New York	100291374	(212) 831-1024
NY	3684	Maestri, Anthony		965 Amsterdam Ave	New York	100253012	(212) 222-2000
NY	3454	Maestri, Anthony		409 W 125th St	New York	100274222	(212) 280-3200
NY	3335	Maestri, Anthony		2554 Adam Clayton Powell Jr Blvd	New York	100393201	(212) 283-1100
NY	3621	Mahmood (F0209), Shahid		379 Route 25a	Rocky Point	117787907	(631) 821-3500
NY	3303	Mahmood (F6280), Shahid		263 New Scotland Ave	Albany	12208-3123	(518) 438-3030
NY	3451	Mahmood (F6280), Shahid		779 Broadway	Kingston	124015042	(845) 331-3033
NY	3453	Mahmood (F6280), Shahid		300 Fairview Ave	Hudson	12534	(518) 822-0033
NY	3425	Matweecha, Tom		60 SW 9th St	Oswego	131261265	(315) 343-7250
NY	3426	Matweecha, Tom		316 W 2nd St S	Fulton	130692450	(315) 593-1777
NY	3463	Melton, David L.		592 Columbus Ave	New York	100241903	(212) 496-5900
NY	3687	Melton, David L.		464 3rd Ave	New York	100166027	(212) 545-0200
NY	3688	Melton, David L.		1396 1st Ave	New York	100213802	(212) 772-8100
NY	3689	Melton, David L.		200 E 89th St	New York	101284300	(212) 996-7800
NY	3604	Mohammed, Nur		147 Main St	Port Washington	110503239	(516) 944-5500
NY	3605	Mohammed, Nur		517 Larkfield Rd	E. Northport	117314208	(631) 269-2690
NY	3452	Mohammed, Nur		9 Cooper St	Babylon	117022901	(631) 422-2020
NY	3461	O'Hara, Byron		248 Main St	Hudson Falls	128391634	(518) 747-7700
NY	3503	O'Hara, Byron		144 Glen St	Glens Falls	128014432	(518) 793-7777
NY	3480	Parris, William H.		2626 W State St	Olean	147601858	(716) 373-4210
NY	3515	Patalano, John		33 E Central Ave	Pearl River	109652306	(845) 735-0500
NY	3427	Pierce, Richard I.		2427 Chenango Rd	Utica	135025908	(315) 735-3030
NY	3362	Pierce, Richard I.		185 Market St	Potsdam	136761221	(315) 265-7500
NY	3344	Pierce, Richard I.		103 E Main St	Canton	136171445	(315) 386-5300
NY	3343	Pierce, Richard I.		371 Main St	Massena	136622548	(315) 769-2442
NY	3363	Pierce, Richard I.		10207 Riva Ridge Loop	Ft. Drum	13602	(315) 777-4400
NY	3540	Pierce, Richard I.		22070 Us Route 11	Watertown	13601	(315) 788-9700
NY	3625	Rahman, Hafizur		166 Poplar St	West Hempstead	115522009	(516) 483-3030

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NY	3584	Sharma, Yash P.		104 School St	Glen Cove	115422513	(516) 671-6040
NY	3633	Sharma, Yash P.		155 Levittown Pkwy	Hicksville	118014421	(516) 822-0030
NY	3509	Sharma, Yash P.		136 Woodbury Rd	Hicksville	118013025	(516) 822-3333
NY	3474	Sharma, Yash P.		406 N Wantagh Ave	Bethpage	117144128	(516) 942-0808
NY	3415	Sharma, Yash P.		501 Westbury Ave	Carle Place	115141401	(516) 997-8555
NY	3462	Siddiqui, Imran		1683 Rt 9	Clifton Park	12065	(518) 383-8888
NY	3520	Zaatreh, Maha		3563 Sheridan Dr	Amherst	142261629	(716) 837-1080
OH	2283	Anderson, Patrick J.		224 E Canal St	Newcomerstown	438321201	(740) 498-4131
OH	2206	Anderson, Patrick J.		604 S 2nd St	Coshocton	438121909	(740) 622-9345
OH	2201	Baker, Christopher J.		122 N Main St	New Lexington	437641261	(740) 342-5141
OH	2160	Baker, Christopher J.		1305 S Pennsylvania Ave	Wellston	456922325	(740) 384-4233
OH	2202	Baker, Christopher J.		1027 W Hunter St	Logan	431381007	(740) 385-9655
OH	2210	Baker, Christopher J.		738 Wheeling Ave	Cambridge	437252332	(740) 439-3555
OH	2250	Baker, Christopher J.		12 Mill St	Athens	457012536	(740) 593-3395
OH	2204	Baker, Christopher J.		620 N Memorial Dr	Lancaster	431302560	(740) 654-1300
OH	2185	Baker, Christopher J.		520 West St	Caldwell	437241227	(740) 732-0732
OH	2167	Baker, Christopher J.		1101 Chestnut St	Nelsonville	457641436	(740) 753-3307
OH	2173	Baker, Christopher J.		44 N Kennebec Ave	McConnelsville	437561253	(740) 962-6000
OH	2696	Baker, Christopher J.		527 5th St	Beverly	45715	(740) 984-1700
OH	2184	Baker, Christopher J.		60201 Southgate Rd	Byesville	437239648	(740) 685-6851
OH	2135	Beach, Harrell W. Jr.		4602 Mahoning Ave Nw	Warren	444831483	(330) 847-2007
OH	2482	Brown, Lance A.		9380 State Route 43	Streetsboro	442415339	(330) 626-5999
OH	2187	Burkett, Lisa M.		4106 West Pike	Zanesville	437018161	(740) 450-3115
OH	2208	Burkett, Lisa M.		2347 Maple Ave	Zanesville	437012028	(740) 455-3126
OH	2207	Burkett, Lisa M.		1645 Maysville Ave	Zanesville	437015866	(740) 455-3161
OH	2209	Burkett, Lisa M.		1710 East Pike	Zanesville	437014618	(740) 455-3193
OH	2168	Burkett, Lisa M.		228 W Main St	Crooksville	437311047	(740) 982-0040
OH	2397	Burrow, Brian D.		216 Mill St S	Dalton	446188933	(330) 828-0238
OH	2221	Byrd, Winston J.		117 Main St	Wadsworth	442811433	(330) 336-0330
OH	2174	Conti, Sean D.		2077 Locust St S	Canal Fulton	446149337	(330) 854-2600
OH	2387	DePugh / Sharpe, Steve / David		2400 Cable Ct	Lima	458053406	(419) 222-3030
OH	2349	DePugh / Sharpe, Steve / David		1450 N Cole St	Lima	458013471	(419) 227-0667
OH	2258	DePugh / Sharpe, Steve / David		114 E Market St	Celina	458221731	(419) 586-8888

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OH	2279	DePugh / Sharpe, Steve / David		1756 S Limestone St	Springfield	455054014	(937) 323-4144
OH	2342	DePugh / Sharpe, Steve / David		1554 E Main St	Springfield	455034634	(937) 323-5541
OH	2340	DePugh / Sharpe, Steve / David		417 W McCreight Ave	Springfield	455041603	(937) 325-5521
OH	2341	DePugh / Sharpe, Steve / David		1045 Villa Rd	Springfield	455031488	(937) 390-3260
OH	2336	DePugh / Sharpe, Steve / David		509 S Main St	Bellefontaine	433111723	(937) 592-1005
OH	2346	DePugh / Sharpe, Steve / David		766 Scioto St	Urbana	430782171	(937) 652-2155
OH	2343	DePugh / Sharpe, Steve / David		937 W Main St	Tipp City	453711336	(937) 667-8114
OH	2257	DePugh / Sharpe, Steve / David		585 Royal Oak Dr	St. Marys	458851465	(419) 394-3357
OH	2347	DePugh / Sharpe, Steve / David		120 N Sunset Dr	Piqua	453562646	(937) 778-0242
OH	2458	Distin, Brian T.		15315 Detroit Ave	Lakewood	441073827	(216) 221-0030
OH	2450	Distin, Brian T.		25044 Lorain Rd	North Olmsted	440702740	(440) 734-2922
OH	2292	Distin, Brian T.		26063 Detroit Rd	Westlake	441452428	(440) 892-0030
OH	2444	Dopart, Wayne W.		1405 East Ave	Elyria	440358101	(440) 323-9050
OH	2462	Dopart, Wayne W.		1905 Cooper Foster Park Rd	Amherst	440011207	(440) 960-1898
OH	2377	Duvall, Jeffery S.		3250 Brotherton Rd	Cincinnati	452091314	(513) 321-7770
OH	2267	Edler, Brian L.		10 N Main St	Kenton	433261552	(419) 673-1115
OH	2691	Edler, Brian L.		1035 Polaris Pkwy	Columbus	43240	(614) 384-0555
OH	2303	Edler, Brian L.		2049 Henderson Rd	Upper Arlington	43220	(614) 459-0030
OH	2310	Edler, Brian L.		1898 Hard Rd	Columbus	432351996	(614) 766-0300
OH	2326	Edler, Brian L.		7357 State Route 3	Westerville	430828654	(614) 823-4040
OH	2213	Edler, Brian L.		1226 N 21st St	Newark	430553014	(740) 366-7347
OH	2196	Edler, Brian L.		98 E Coshocton St	Johnstown	430311015	(740) 967-3100
OH	2259	Edler, Brian L.		128 E Wyandot Ave	Upper Sandusky	433511430	(419) 294-5741
OH	2406	Edler, Brian L.		224 N Main St	Findlay	458403468	(419) 423-3333
OH	2690	Edler, Brian L.		9685 Sawmill Rd	Powell	430656612	(614) 883-6262
OH	2223	Ford, Charles L.		1026 N Water St	Uhrichsville	446831462	(740) 922-5700
OH	2451	Francis, Saide S.		21154 Lorain Rd	Fairview Park	441262129	(440) 333-5544
OH	2171	Francis, Saide S.		33382 Walker Rd	Avon Lake	440121480	(440) 933-3099
OH	2689	Gfell, Stephen L.	Development	7406 Broadview Rd	Parma	441345718	(216) 236-6933
OH	2693	Gfell, Stephen L.	Development	3872 Center Rd	Brunswick	442126603	(330) 220-0001
OH	2446	Gfell, Stephen L.	Development	4037 S Main St	Akron	443193668	(330) 245-1444
OH	2296	Gfell, Stephen L.	Development	1337 Blacheyville	Wooster	44691	(330) 263-5411
OH	2214	Gfell, Stephen L.	Development	132 W Milltown Rd	Wooster	446919012	(330) 264-9800

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OH	2679	Gfell, Stephen L.	Development	139 Hostetler Rd	Orrville	44667	(330) 682-5000
OH	2694	Gfell, Stephen L.	Development	1209 N Court St	Medina	442561581	(330) 722-1003
OH	2467	Gfell, Stephen L.	Development	35108 Center Ridge Rd	North Ridgeville	440393012	(440) 327-0227
OH	2454	Gfell, Stephen L.	Development	14300 Pearl Rd	Strongsville	441368712	(440) 572-0444
OH	2125	Gfell, Stephen L.	Development	508 S Main St	Wellington	44090-1367	(440) 647-2020
OH	2695	Gfell, Stephen L.	Development	155 S Main St	Oberlin	440741654	(440) 774-3033
OH	2172	Gfell, Stephen L.	Development	6444 Pearl Rd	Parma Heights	441302900	(440) 885-0334
OH	2453	Gfell, Stephen L.	Development	1 Berea Commons	Berea	440172534	(440) 891-0030
OH	2692	Gfell, Stephen L.	Development	5322 Cobblestone Rd	Sheffield Villiage	44035	(440) 934-0909
OH	2268	Gfell, Stephen L.	Development	5329 Liberty Ave	Vermillion	440891331	(440) 967-0300
OH	2262	Gfell, Stephen L.	Development	414 W Perkins Ave	Sandusky	448704789	(419) 626-3033
OH	2131	Glass, John B.		2040 Beechmont Ave	Mt. Washington	452301662	(513) 233-3555
OH	2681	Glass, John B.		28 W 4th St	Cincinnati	45202	(513) 241-4900
OH	2373	Glass, John B.		7720 Laurel Ave	Madeira	452432607	(513) 271-3030
OH	2375	Glass, John B.		3915 Montgomery Rd	Norwood	452123719	(513) 396-7400
OH	2430	Glass, John B.		5083 Delhi Ave	Cincinnati	452385344	(513) 451-8880
OH	2379	Glass, John B.		1969 8 Mile Rd	Cincinnati	452552608	(513) 474-3601
OH	2396	Glass, John B.		5156 College Corner Pike	Oxford	450561004	(513) 524-6262
OH	2370	Glass, John B.		3346 Glenmore Ave	Cincinnati	452116544	(513) 661-8588
OH	2129	Glass, John B.		110 E Plane St	Bethel	451061397	(513) 734-3500
OH	2126	Glass, John B.		501 W Main St	Batavia	451031713	(513) 735-2600
OH	2371	Glass, John B.		2901 Vine St	Cincinnati	452192022	(513) 751-6262
OH	2294	Glass, John B.		834 Ohio Pike	Cincinnati	452452200	(513) 752-8030
OH	2175	Glass, John B.		11546 Springfield Pike	Springdale	452463516	(513) 772-3222
OH	2133	Glass, John B.		4110 E Galbraith Rd	Cincinnati	452362418	(513) 792-0700
OH	2431	Glass, John B.		8834 Reading Rd	Reading	452154815	(513) 821-1700
OH	2434	Glass, John B.		977 Hawthorne Ave	Cincinnati	452056905	(513) 921-9700
OH	2148	Glass, John B.		7569 Bridgetown Rd	Cincinnati	452482014	(513) 941-3300
OH	2432	Glass, John B.		605 Mount Orab Pike	Georgetown	451211121	(937) 378-9191
OH	2142	Glass, John B.		309 N High St	Mt. Orab	45154	(937) 444-9191
OH	2136	Glass, John B.		708 E Main St	West Union	456931109	(937) 544-4242
OH	2329	Graham, Douglas P.		33670 Aurora Rd	Solon	441393708	(440) 248-2030
OH	2688	Graves, William B.	Development	4963 Darrow Rd	Stow	442241437	(330) 342-3322

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OH	2685	Graves, William B.	Development	155 Lincoln Way W	Massillon	44647	(330) 830-8888
OH	2275	Graves, William B.	Development	2825 Sunset Blvd	Steubenville	439521174	(740) 264-5501
OH	2246	Graves, William B.	Development	822 Gay St	Portsmouth	456624119	(740) 354-8866
OH	2255	Graves, William B.	Development	415 2nd St	Marietta	457502116	(740) 374-9852
OH	2252	Graves, William B.	Development	2109 Washington Blvd	Belpre	457141930	(740) 423-0030
OH	2244	Graves, William B.	Development	207 Lancaster Pike	Circleville	431131506	(740) 477-2541
OH	2242	Graves, William B.	Development	37 N Bridge St	Chillicothe	456012615	(740) 775-4444
OH	2274	Graves, William B.	Development	1155 Western Ave	Chillicothe	456011169	(740) 775-7777
OH	2682	Graves, William B.	Development	4000 Tuscarawas St W	Canton	44708	(330) 477-9999
OH	2683	Graves, William B.	Development	147 Northwest Ave	Tallmadge	44278	(330) 634-0000
OH	2334	Group, Chris H.		331 S Main St	New Carlisle	453441929	(937) 845-0202
OH	2150	Jacobs, Christine L.		16 E Jefferson St	Jefferson	440471112	(440) 576-3030
OH	2276	Jali, Ammar	Development	1377 Franklin St	Toronto	439641076	(740) 537-3537
OH	2143	Jordan, Matthew P.		8007 State St	Garrettsville	442311022	(330) 527-0505
OH	2291	Koehler, Christopher Tristan James		1450 Kuntz Rd	Dayton	454041231	(937) 228-3030
OH	2354	Koehler, Christopher Tristan James		1240 Spinning Rd	Dayton	454321644	(937) 253-3030
OH	2363	Koehler, Christopher Tristan James		2 N Smithville Rd	Dayton	454031734	(937) 258-3030
OH	2351	Koehler, Christopher Tristan James		5391 N Dixie Dr	Dayton	454143915	(937) 275-3030
OH	2366	Koehler, Christopher Tristan James		1800 N Main St	Dayton	454053832	(937) 277-3030
OH	2357	Koehler, Christopher Tristan James		3512 W Siebenthaler Ave	Dayton	454061534	(937) 278-3030
OH	2356	Koehler, Christopher Tristan James		5099 Springboro Pike	Dayton	454392900	(937) 294-3030
OH	2368	Koehler, Christopher Tristan James		2533 Wilmington Pike	Dayton	454192452	(937) 297-3030
OH	2350	Koehler, Christopher Tristan James		531 Wilmington Ave	Dayton	454201865	(937) 298-3030
OH	2362	Koehler, Christopher Tristan James		17 N Allison Ave	Xenia	453852823	(937) 372-9282
OH	2361	Koehler, Christopher Tristan James		3320 Dayton Xenia Rd	Beaver Creek	454322747	(937) 427-3030
OH	2355	Koehler, Christopher Tristan James		5995 Bigger Rd	Kettering	454402718	(937) 433-0968
OH	2364	Koehler, Christopher Tristan James		885 E Franklin St	Centerville	454595617	(937) 434-8999
OH	2360	Koehler, Christopher Tristan James		1258 Kauffman Ave	Fairborn	453243154	(937) 878-3030
OH	2359	Koehler, Christopher Tristan James		26 E National Rd	Vandalia	453772130	(937) 898-7000
OH	2352	Koehler, Christopher Tristan James		6583 Brandt Pike	Dayton	454243353	(937) 236-3030
OH	2367	Koehler, Christopher Tristan James		4399 W 3rd St	Dayton	454171407	(937) 263-3030
OH	2365	Koehler, Christopher Tristan James		502 W National Rd	Clayton	45315	(937) 832-1336
OH	2353	Koehler, Christopher Tristan James		1219 E Central Ave	Miamisburg	453423544	(937) 859-3030

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Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
OH	2186	Lacefield, Morgan T.		146 W Main St	Barnesville	437131066	(740) 425-9999
OH	2281	Lacefield, Morgan T.		103 S Paul St	Woodsfield	437931241	(740) 472-1744
OH	2285	Lacefield, Morgan T.		2405 Belmont St	Bellaire	439061734	(740) 676-3900
OH	2282	Lacefield, Morgan T.		105 Plaza Dr	St. Clairsville	439509773	(740) 695-5500
OH	1330	Lacefield, Morgan T.		422 Howard St	Bridgeport	439121124	(740) 633-2500
OH	2179	Lacefield, Morgan T.		516 Lincoln Ave	Cadiz	439071028	(740) 942-1200
OH	2163	McNicholas, Robert		5 E Main St	Madison	440573223	(440) 428-5000
OH	2403	McNicholas, Robert		25 E Main St	Orwell	44076	(440) 437-3030
OH	2489	McNicholas, Robert		164 N Broadway	Geneva	44041	(440) 466-6060
OH	2439	McNicholas, Robert		226 Broad St	Conneaut	440302617	(440) 593-5253
OH	2485	McNicholas, Robert		5805 Main Ave	Ashtabula	440047563	(440) 992-6060
OH	2497	Mentzer, Russell D.		22011 Coshocton Rd	Howard	430289603	(740) 392-3030
OH	2177	Mentzer, Russell D.		126 N Main St	Fredericktown	430191110	(740) 694-7827
OH	2205	Mentzer, Russell D.		321 S Main St	Mt Vernon	430503305	(740) 397-3151
OH	2469	Metro, Louis C.		311 Reading Rd	Mason	450401567	(513) 398-0046
OH	2384	Metro, Louis C.		606 N University Blvd	Middletown	450423356	(513) 422-2700
OH	2380	Metro, Louis C.		3517 Roosevelt Blvd	Middletown	450446510	(513) 423-1212
OH	2128	Metro, Louis C.		5765 S State Route 48	Maineville	450398033	(513) 494-2020
OH	2127	Metro, Louis C.		100 N Main St	Monroe	450501148	(513) 539-2525
OH	2337	Metro, Louis C.		12082 Montgomery Rd	Cincinnati	452494710	(513) 677-1900
OH	2169	Metro, Louis C.		471 Wards Corner Rd	Loveland	451408343	(513) 677-9700
OH	2194	Metro, Louis C.		6780 Goshen Rd	Goshen	451229317	(513) 722-3300
OH	2153	Metro, Louis C.		7971 Cincinnati Dayton Rd	West Chester	450696638	(513) 777-1830
OH	2288	Metro, Louis C.		9582 Cincinnati Columbus Rd	Westchester	452411112	(513) 779-4444
OH	2139	Metro, Louis C.		4182 Tonya Trl	Hamilton	450118549	(513) 844-8333
OH	2383	Metro, Louis C.		908 S Erie Hwy	Hamilton	450113953	(513) 863-1500
OH	2382	Metro, Louis C.		1440 Haldimand Ave	Hamilton	450132660	(513) 863-4004
OH	2381	Metro, Louis C.		975 Symmes Rd	Fairfield	450141841	(513) 939-2333
OH	2391	Metro, Louis C.		1008 E 2nd St	Franklin	450051757	(937) 746-0256
OH	2389	Metro, Louis C.		205 N Main St	Springboro	450669255	(937) 748-2212
OH	2486	Metro, Louis C.		1126 State Route 131	Milford	451502700	(513) 831-1234
OH	2284	Metro, Louis C.		4 E State St	Trenton	450671440	(513) 988-6055
OH	2289	Miozzi, Kenneth J.		38033 Euclid Ave	Willoughby	440946162	(440) 951-0300

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OH	2436	Omlor, Michael V.		1313 W State St	Fremont	434202016	(419) 332-2233
OH	2402	Omlor, Michael V.		425 E Wooster St	Bowling Green	43402-3456	(419) 353-6342
OH	2420	Omlor, Michael V.		847 S Clinton St	Defiance	435122770	(419) 782-2383
OH	2697	Omlor, Michael V.		154 E South Boundary St	Perrysburg	435512527	(419) 874-9929
OH	2236	Penwell, Jon P.		62 E Main St	Shelby	448751237	(419) 347-3000
OH	2435	Phelps, Richard W.		1150 Harrison Ave	Harrison	450301677	(513) 367-1494
OH	2263	Polachek, Gregory A.		215 S Myrtle Ave	Willard	448901407	(419) 935-3030
OH	2164	Qureshi, Muhammad Bilal		15410 W High St	Middlefield	44062	(440) 632-5556
OH	2230	Ruby, Melvin W. Jr.		627 Claremont Ave	Ashland	448053026	(419) 289-0030
OH	2231	Ruby, Melvin W. Jr.		144 S Liberty St	Galion	448332636	(419) 462-9999
OH	2238	Ruby, Melvin W. Jr.		420 N Seltzer St	Crestline	448271437	(419) 683-4909
OH	2233	Ruby, Melvin W. Jr.		625 Lexington Ave	Mansfield	44907	(419) 756-3030
OH	2224	Russell, Larry D.		88 E Iron Ave	Dover	446222202	(330) 343-4434
OH	2369	Satchell, Thomas G.		915 N Broadway St	Lebanon	450363307	(513) 932-1431
OH	2372	Schmidt, Gerald L. Jr.		7764 Colerain Ave	Cincinnati	452394504	(513) 521-8001
OH	2456	Short, Christopher J.		10803 Lorain Ave	Cleveland	441115451	(216) 941-0300
OH	2404	Short, Christopher J.		730 E Market St	Akron	443052422	(330) 376-2223
OH	2166	Short, Christopher J.		2970 W Market St	Fairlawn	443333607	(330) 864-3133
OH	2157	Short, Christopher J.		5892 Fulton Dr Nw	Canton	447181735	(330) 966-9999
OH	2241	Short, Christopher J.		60 Washington Sq	Washington Court House	431601747	(740) 335-8900
OH	2240	Short, Christopher J.		265 W Locust St	Wilmington	451772209	(937) 382-0933
OH	2247	Short, Christopher J.		132 W Main St	Hillsboro	451331478	(937) 393-9941
OH	2152	Short, Christopher J.		209 S Broadway St	Blanchester	451071235	(937) 783-4995
OH	2245	Short, Christopher J.		205 N Washington St	Greenfield	451231341	(937) 981-7717
OH	2280	Smith, Donald L. Jr.		1200 Jackson Pike	Gallipolis	456311384	(740) 446-4040
OH	2300	Smith, Donald L. Jr.		811 W Main St	Pomeroy	457691200	(740) 992-2124
OH	2474	Stephens, Terry		302 E Main St	Ravena	442663108	(330) 296-5559
OH	2235	Stroud, Glen		359 N Trimble Rd	Mansfield	449062539	(419) 529-6222
OH	2306	Stroud, Glen		2845 W Broad St	Columbus	432042643	(614) 279-0300
OH	2301	Stroud, Glen		2183 N High St	Columbus	432011118	(614) 297-0030
OH	2319	Stroud, Glen		3350 Lockbourne Rd	Columbus	432073917	(614) 497-1300
OH	2335	Stroud, Glen		8 E Bridge St	Dublin	430171125	(614) 761-0111
OH	2325	Stroud, Glen		3730 Main St	Hilliard	430261321	(614) 771-1181

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OH	2305	Stroud, Glen		907 E Dublin Granville Rd	Columbus	432292417	(614) 841-0030
OH	2314	Stroud, Glen		5684 W Broad St	Columbus	432285605	(614) 851-0030
OH	2313	Stroud, Glen		6144 E Main St	Reynoldsburg	430682248	(614) 860-0030
OH	2316	Stroud, Glen		3554 Broadway	Grove City	43123	(614) 875-8366
OH	2328	Stroud, Glen		5864 Westerville Rd	Westerville	430814056	(614) 891-3030
OH	2330	Stroud, Glen		90 W William St	Delaware	430152305	(740) 363-9824
OH	2331	Stroud, Glen		538 E Center St	Marion	433024234	(740) 383-3030
OH	2144	Thomas, Benjamin J.		7096 Dayton Springfield Rd	Enon	453231439	(937) 864-0202
OH	2401	Waller, Karl J.		1413 S Water St	Kent	442403847	(330) 673-6360
OH	2220	Waller, Karl J.		1423 Wooster Rd W	Barberton	442037306	(330) 706-0030
OH	2348	Wasouf, Yasar N.		937 W Main St	Troy	453732845	(937) 339-9421
OH	2488	Wilcox, Gerald D.		51 W Walnut Ave	Painesville	440772923	(440) 352-6900
OH	2265	Wilde, Bruce A.		500 Main St	Huron	448392564	(419) 433-5494
OH	2260	Wilde, Bruce A.		81 E Main St	Norwalk	448571713	(419) 663-3030
OH	2188	Wollard, Brian D.		28 S Main St	Mt. Gilead	433381433	(419) 947-6000
OH	2178	Wright, Thomas F.		6430 Winchester Blvd	Canal Winchester	431102005	(614) 834-0777
OH	2315	Wright, Thomas F.		1035 Hill Rd N	Pickerington	43147	(614) 837-2220
OH	2227	Wright, Thomas F.		680 Corylus Dr	Pataskala	430627628	(740) 927-0088
OH	2332	Wright, Thomas F.		840 Delaware Ave	Marysville	430401724	(937) 642-4111
OK	6456	Burgat, Linda J.		2617 N Macarthur Blvd	Oklahoma City	731271609	(405) 495-3013
OK	6421	Burgat, Linda J.		2724 N Pennsylvania Ave	Oklahoma City	731072547	(405) 525-8300
OK	6445	Dolan, Charles S.	Development	4628 S Pennsylvania Ave	Oklahoma City	731194905	(405) 681-9525
OK	6429	Dolan, Charles S.	Development	2929 S Meridian Ave	Oklahoma City	731081765	(405) 688-4349
OK	6422	Dolan, Charles S.	Development	9356 S Western Ave	Oklahoma City	731392741	(405) 692-0303
OK	6499	Dolan, Charles S.	Development	1337 E Hwy 152	Mustang	73064	(405) 745-6900
OK	6443	Dolan, Charles S.	Development	117 S Eastern Ave	Moore	731605923	(405) 793-1988
OK	6420	Dolan, Charles S.	Development	4843 Se 44th St	Del City	731354007	(405) 670-5767
OK	6446	Dolan, Charles S.	Development	1514 Se 44th St	Oklahoma City	731297900	(405) 670-6000
OK	9652	Dolan, Charles S.	Development	7615 N May Ave	Oklahoma City	73116	(405) 673-5550
OK	6455	Dolan, Charles S.	Development	7114 Se 15th St	Midwest City	731105234	(405) 733-5224
OK	6440	Hall, John E. II		1236 Alameda St	Norman	730713007	(405) 329-8181
OK	6448	Hall, John E. II		740 W Danforth Rd	Edmond	730035004	(405) 340-0300
OK	6439	Hall, John E. II		1262 N Interstate Dr	Norman	730723353	(405) 573-2000

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OK	6460	Hall, John E. II		1524 N Boomer Rd	Stillwater	740753514	(405) 624-3030
OK	6474	Hall, John E. II		2828 E 91st St	Tulsa	741373395	(918) 298-3030
OK	6478	Hall, John E. II		4100 Se Adams Rd	Bartlesville	740068437	(918) 335-1300
OK	6412	Hall, John E. II		2064 S Highway 66	Claremore	740194513	(918) 341-5555
OK	6498	Hall, John E. II		12800 S Memorial Dr	Bixby	740082576	(918) 369-3500
OK	6471	Hall, John E. II		3151 S Garnett Rd	Tulsa	741461934	(918) 438-5333
OK	6488	Hall, John E. II		6927 S Sheridan Rd	Tulsa	741331743	(918) 481-6030
OK	6475	Hall, John E. II		16 W 4th St	Tulsa	741035012	(918) 582-3030
OK	6432	Hall, John E. II		7020 E Admiral Pl	Tulsa	741158711	(918) 747-3030
OK	6490	Hall, John E. II		2604 S Harvard Ave	Tulsa	741144603	(918) 747-6600
OK	6435	Hughes, Genevieve J.		120 W Vandament Ave	Yukon	730994636	(405) 350-1451
OK	6451	Jones, Robert W.		1436 N Harrison Ave	Shawnee	74801	(405) 878-0880
OK	6482	Jones, Robert W.		1004 S Muskogee Ave	Tahlequah	74464	(918) 207-1444
OK	9650	Lessert, Kelly Wade		13520 N Eastern Ave	Oklahoma City	731311823	(405) 478-7400
OK	6461	Lessert, Kelly Wade		506 S 14th St	Ponca City	746016565	(580) 765-5305
OK	6465	Lessert, Kelly Wade		1119 S Van Buren St	Enid	737037133	(580) 242-2004
OK	6409	Logan, Shari		806 S 4th St	Chickasha	730184663	(405) 222-5212
OK	6450	Mekler, John T.		201 N Commerce St	Ardmore	734013942	(580) 226-6330
OK	6403	Mekler, John T.		3809 Nw Cache Rd	Lawton	735053722	(580) 248-7480
OK	6400	Mekler, John T.		806 N Highway 81	Duncan	735332315	(580) 255-2555
OK	6402	Mekler, John T.		1116 W Gore Blvd	Lawton	735013622	(580) 357-0484
OK	6452	Mekler, John T.		908 Arlington Ctr	Ada	748202883	(580) 436-5361
OK	6410	Mekler, John T.		813 E Broadway St	Altus	735215516	(580) 482-8120
OK	6454	Mekler, John T.		1436 W University Blvd	Durant	747013106	(580) 924-1350
OK	6453	Mekler, John T.		1200 E Carl Albert Pkwy	Mcalester	745015128	(918) 426-6410
OK	6480	Mekler, John T.		603 E Okmulgee St	Muskogee	744035529	(918) 682-5888
OK	6428	Opie, Allen J.		7743 W Hefner Rd	Oklahoma City	73162	(405) 728-8864
OK	6491	Stokes, Allen R.		1314 S Division St	Guthrie	730445017	(405) 282-1014
OK	6426	Stokes, Allen R.		3445 W Memorial Rd	Oklahoma City	731347001	(405) 755-3030
OK	6469	Waters, Cary D.		2216 W Houston St	Broken Arrow	740123500	(918) 251-3030
OK	6476	Wills, Maria D.		1 N Mission St	Sapulpa	740663609	(918) 224-4444
OK	6487	Wills, Maria D.		12500 E 86th St N	Owasso	740552689	(918) 272-1144
OK	6467	Wills, Maria D.		5108 S 33rd Ave West	Tulsa	74107	(918) 446-4444

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Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
OK	6431	Wills, Orville D.		17 E 34th St	Sand Springs	740634022	(918) 241-4444
OR	7230	Ashdown, Jeromy		4908 N Lombard St	Portland	972034482	(503) 285-4691
OR	7216	Cates, Daniel P.		1690 Coburg Rd	Eugene	97401	(541) 255-2284
OR	7211	Cates, Daniel P.		2568 Willamette St	Eugene	974053133	(541) 343-3030
OR	7212	Cates, Daniel P.		1355 River Rd	Eugene	974042634	(541) 461-0842
OR	7213	Cates, Daniel P.		1135 Mohawk Blvd	Springfield	974774131	(541) 746-3030
OR	7288	Christner, Todd W.		225 N 14th St	Cottage Grove	974242216	(541) 942-1100
OR	7267	Covington, Jerry L.		115 E Highland Ave	Hermiston	978382488	(541) 567-4000
OR	7265	Droege, J. Chris		235 Se Yew Ln	Bend	977021607	(541) 388-4681
OR	7251	Droege, J. Chris		402 Se 13th St	Ontario	979143021	(541) 889-7766
OR	7259	Droege, J. Chris		1604 S Highway 97	Redmond	977568420	(541) 504-5577
OR	7253	Hamilton, Troy C.		29955 Sw Boones Ferry Rd	Wilsonville	970709228	(503) 582-9393
OR	7219	Hamilton, Troy C.		15989 Sw 72nd Ave	Portland	972247960	(503) 639-3300
OR	7201	Hamilton, Troy C.		2455 Nw Monroe Ave	Corvallis	973305367	(541) 758-3030
OR	7205	Hamilton, Troy C.		1901 Pacific Blvd Se	Albany	973214925	(541) 917-3344
OR	7208	Hammer, Timothy R.		3402 Commercial St Se	Salem	973024635	(503) 364-8875
OR	7246	Hammer, Timothy R.		635 NE Hwy 99 W	McMinnville	971282225	(503) 434-4300
OR	7255	Hammer, Timothy R.		325 Se 1st Ave	Canby	970133805	(503) 266-4944
OR	7256	Hammer, Timothy R.		772 Main St	Dallas	973383109	(503) 623-8888
OR	7275	Hodges, Jerry D.		3440 Ocean Blvd Se	Coos Bay	974206503	(541) 269-1000
OR	7200	Howard, Brian W.		779 W Central Ave	Sutherlin	974799472	(541) 459-0257
OR	7245	Howard, Brian W.		817 W Harvard Ave	Roseburg	97471	(541) 673-2222
OR	7222	Kasuba, Tina K.		717 E 1st St	Newberg	971322917	(503) 538-7777
OR	7248	Kasuba, Tina K.		2835 19th Ave	Forest Grove	97116-2757	(503) 992-7722
OR	7229	Kealer, Scott A.		1981 Sw 4th Ave	Portland	972015331	(503) 221-1556
OR	7254	Orr, David E.		2012 Columbia Blvd	St. Helens	970511737	(503) 397-3030
OR	7238	Poe, Dennis		6922 NE Glisan	Portland	972135507	(503) 252-7700
OR	7214	Poe, Dennis		804 E 2nd St	The Dalles	970582420	(541) 296-7000
OR	7215	Poe, Dennis		2025 Cascade Ave	Hood River	970311272	(541) 386-7600
OR	7207	Rasor, J. Todd		10081 Sw Nimbus Ave	Beaverton	970087122	(503) 626-3030
OR	7247	Rasor, J. Todd		16155 Nw Cornell Rd	Beaverton	970064873	(503) 645-0030
OR	7218	Rasor, J. Todd		1991 Ne Cornell Rd	Hillsboro	971242839	(503) 844-7000
OR	7206	Rasor, J. Todd		18560 Sw Farmington Rd	Aloha	970075613	(503) 649-3030

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Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
OR	7270	Revard, Timmy L.		407 Ne E St	Grants Pass	975262323	(541) 472-8601
OR	7292	Revard, Timmy L.		2967 Washburn Way	Klamath Falls	976034587	(541) 884-3000
OR	7297	Revard, Timmy L.		51 E Stewart Ave	Medford	975017924	(541) 245-2682
OR	7217	Rosales, Jorge A.		10200 Sw Park Way	Portland	972255010	(503) 203-1233
OR	7240	Schaeffer, Clint R.		19144 Molalla Ave	Oregon City	970458975	(503) 557-7500
OR	7226	Schaeffer, Clint R.		14621 SE Mcloughlin Blvd	Milwaukie	97267	(503) 659-4950
OR	7234	Schaeffer, Clint R.		10586 SE 32nd Ave	Milwaukie	97222	(503) 659-5585
OR	7266	Schweigart, Tandy		1211 Sw Emigrant Ave	Pendleton	978011833	(541) 276-8800
OR	7233	Sieve, Joseph E.	Development	3545 Ne 82nd Ave	Portland	972205119	(503) 249-6986
OR	7232	Sieve, Joseph E.	Development	1600 Se 122nd Ave	Portland	972331209	(503) 253-4848
OR	7236	Sieve, Joseph E.	Development	3514 Ne Broadway St	Portland	972321821	(503) 284-5666
OR	7249	Sieve, Joseph E.	Development	10117 Se Sunnyside Rd	Clackamas	970157708	(503) 353-3999
OR	7209	Sieve, Joseph E.	Development	411 Landcaster Dr Ne	Salem	97301	(503) 362-3030
OR	7203	Sieve, Joseph E.	Development	4384 River Rd N	Keizer	973035507	(503) 390-7712
OR	7204	Sieve, Joseph E.	Development	3223 Silverton Rd Ne	Salem	973018656	(503) 585-8700
OR	7239	Sieve, Joseph E.	Development	2323 Se 182nd Ave	Portland	972335609	(503) 666-3000
OR	7243	Sieve, Joseph E.	Development	2870 Ne Hogan Dr	Gresham	970303173	(503) 667-3030
OR	7235	Sieve, Joseph E.	Development	4103 Se 82nd Ave	Portland	972662915	(503) 774-9855
OR	7268	Sieve, Joseph E.	Development	16555 Nw 12th St	Sherwood	97140	(503) 925-8282
OR	7223	Sieve, Joseph E.	Development	383 North Pacific Hwy	Woodburn	97071	(503) 981-3718
OR	7231	Watson, Jessy R.		2020 Se Division St	Portland	972021148	(503) 231-4352
OR	7250	Watson, Jessy R.		2212 Island Ave	La Grande	978502604	(541) 963-2261
PA	9075	Ali, Raja Shahid		1101 Peninsula Dr	Erie	165054169	(814) 833-5600
PA	4852	Ali, Raja Shahid		3303 Buffalo Rd	Erie	165101811	(814) 898-8400
PA	4081	Ballantine, Charles S. Jr.		143 N Railroad St	Tamaqua	182521330	(570) 668-4000
PA	4096	Barrick, Todd O.		548 S Main St	Shrewsbury	173611739	(717) 235-6500
PA	4786	Barrick, Todd O.		7 Dairyland Sq	Red Lion	173561801	(717) 246-3084
PA	4082	Barrick, Todd O.		500 York St	Gettysburg	173252009	(717) 337-9117
PA	9069	Barrick, Todd O.		15 Richwalter Ave	Shippensburg	172572105	(717) 530-1010
PA	4773	Barrick, Todd O.		2825 Carlisle Rd	Dover	173154601	(717) 779-2626
PA	4890	Barrick, Todd O.		3927 E Market St	York	174022779	(717) 840-4446
PA	4752	Bauer, Paul		300 Terry Reiley Way	Pottsville	179012523	(570) 628-4400
PA	4860	Bauer, Paul		501 S 29th St	Harrisburg	171042156	(717) 234-4100

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PA	3284	Bhullar, Khushminder S.	Development	900 Business Dr	East Stroudsburg	183029101	(570) 223-5050
PA	4762	Bhullar, Khushminder S.	Development	1311 Washington Blvd	Williamsport	17701	(570) 322-2022
PA	4080	Bhullar, Khushminder S.	Development	29 Dansbury Ter	East Stroudsburg	183012421	(570) 426-7007
PA	4765	Bhullar, Khushminder S.	Development	800 N Church St	Hazleton	182012427	(570) 455-2000
PA	4766	Bhullar, Khushminder S.	Development	7495 Westbranch Hwy	Lewisburg	17837	(570) 524-9000
PA	9066	Bhullar, Khushminder S.	Development	1849 State Route 405	Muncy	17756	(570) 546-1060
PA	9089	Bhullar, Khushminder S.	Development	3198 Route 115 N	EFFORT	18353	(570) 629-3030
PA	4412	Bhullar, Khushminder S.	Development	5120 State Route 405	Milton	178477510	(570) 742-0100
PA	4059	Bhullar, Khushminder S.	Development	180 Sterling Rd	Mt. Pocono	183441006	(570) 839-0444
PA	4863	Bhullar, Khushminder S.	Development	5285 Devonshire Rd	Harrisburg	171123913	(717) 657-8181
PA	9086	Bhullar, Khushminder S.	Development	103 Northside Commons	Palmyra	170788663	(717) 838-1000
PA	9084	Bhullar, Khushminder S.	Development	540 Westerly Pkwy	State College	168015905	(814) 237-3030
PA	4087	Bolger, Thomas C.		3617 Old Easton Rd	Doylestown	189021136	(215) 230-0988
PA	4084	Bolger, Thomas C.		1145 N 5th St	Perkasie	189441868	(215) 453-8440
PA	4427	Bolger, Thomas C.		971 Main St	Northampton	180671728	(610) 261-2400
PA	4794	Bolger, Thomas C.		155 Mickley Rd	Whitehall	180526208	(610) 432-7007
PA	4791	Bolger, Thomas C.		2 E Susquehanna St	Allentown	181034129	(610) 770-1551
PA	4792	Bolger, Thomas C.		1826 Union Blvd	Allentown	181091628	(610) 776-2020
PA	4079	Bolger, Thomas C.		171 W Main St	Macungie	180621166	(610) 966-9800
PA	4787	Bolger, Thomas C.		695 State Ave	Emmaus	180493029	(610) 967-4111
PA	4885	Bolger, Thomas C.		4229 W Tilghman St	Allentown	181044429	(610) 395-1515
PA	4751	Bower, John M.		503 Cumberland St	Lebanon	17042	(717) 277-7000
PA	9090	Bower, John M.		15100 Kutztown Rd	Kutztown	19530	(610) 894-4444
PA	4891	Breon, Crystal A.		180 Leaders Heights Rd	York	174024742	(717) 741-5115
PA	4775	Clise, Michael W.		408 E Queen St	Chambersburg	172012326	(717) 267-3232
PA	4447	Coskun, Murat		503 Fox Chase Rd	Hollywood	19046	(215) 379-0800
PA	3280	Coskun, Murat		3400 Aramingo Ave	Philadelphia	191344531	(215) 427-3000
PA	3286	Coskun, Murat		4229 N Broad St	Philadelphia	19140	(215) 457-5000
PA	4815	Coskun, Murat		6391 Oxford Ave	Philadelphia	19111	(215) 535-1860
PA	4812	Coskun, Murat		401 N 21st St	Philadelphia	191303833	(215) 557-0940
PA	4813	Coskun, Murat		716 South St	Philadelphia	191472043	(215) 592-8534
PA	4825	Coskun, Murat		1009 Easton Rd	Willow Grove	190902023	(215) 657-8090
PA	4829	Coskun, Murat		538 Mountt Carmel Ave	Glenside	19038	(215) 886-1300

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Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
PA	4803	Coskun, Murat		157 S 69th St	Upper Darby	190823212	(610) 734-1500
PA	9080	Coskun, Murat		4438 Chestnut St	Philadelphia	191042914	(215) 662-1400
PA	4882	Davis, Daniel A.		108 N Reading Rd	Ephrata	175221668	(717) 733-5118
PA	4892	Dawson, Jason J.		240 S West End Blvd	Quakertown	189511167	(215) 538-0900
PA	4428	Dawson, Jason J.		592 E Broad St	Souderton	189641218	(215) 723-8380
PA	4725	Disman, Robert W.		149 N Main St	Slippery Rock	160571015	(724) 794-1599
PA	4764	Doebler, Donald C. II		1301 Columbia Blvd	Bloomsburg	178158819	(570) 784-6211
PA	4889	Dutton, Paul L.		300 Railroad St	Danville	178212042	(570) 275-3131
PA	4072	Fern, Laura D.		327 N Market St	Selinsgrove	178702001	(570) 374-5665
PA	4705	Garcia, David P.		109 Indiana St	Punxsutawney	157671957	(814) 938-3900
PA	4076	Garcia, David P.		511 N Pittsburgh St	Connellsville	154253220	(724) 620-0123
PA	4821	Gollhardt, Seth R.		700 W Market St	Kingston	187043423	(570) 283-2900
PA	4871	Gollhardt, Seth R.		1420 Mulberry St	Scranton	185102225	(570) 347-3030
PA	4870	Gollhardt, Seth R.		1316 N Main Ave	Scranton	185081851	(570) 347-9200
PA	4883	Gollhardt, Seth R.		213 N Main St	Old Forge	185181701	(570) 457-4200
PA	4738	Gollhardt, Seth R.		1121 Northern Blvd	South Abington Township	184112263	(570) 586-4040
PA	4736	Gollhardt, Seth R.		200 Kennedy Blvd	Pittston	186402582	(570) 654-4567
PA	4429	Gollhardt, Seth R.		2834 Memorial Hwy	Dallas	186121541	(570) 675-2900
PA	4820	Gollhardt, Seth R.		154 S Pennsylvania Ave	Wilkes-Barre	187013301	(570) 829-2900
PA	4085	Gollhardt, Seth R.		1578 Main St	Peckville	184522029	(570) 383-3000
PA	4880	Graves, William B.	Development	136 W Franklin St	Waynesburg	153701302	(724) 627-3030
PA	4448	Gregory, James N.		203 N Jay St	Lock Haven	177452026	(570) 748-3100
PA	4735	Gregory, James N.		851 E Main St	Clarion	162141161	(814) 226-4060
PA	4704	Gregory, James N.		101 N Main St	Dubois	15801	(814) 371-3300
PA	4769	Gregory, James N.		302 South 2nd St	Clearfield	168302101	(814) 765-6640
PA	9068	Gregory, Zonda L.		1138 Allegheny St	Jersey Shore	177401134	(570) 398-7000
PA	4083	Grosso, Gregory T.		148 Painters Xing	Westchester	193828310	(610) 558-9088
PA	4700	Hill, Beau J.		1176 Grant St	Indiana	157012870	(724) 349-7310
PA	4702	Hill, Beau J.		1200 Scalp Ave	Johnstown	159043144	(814) 269-2178
PA	4714	Hill, Beau J.		253 Plank Rd	Somerset	155012324	(814) 443-1000
PA	4717	Hill, Beau J.		134 Ohio St	Johnstown	159022611	(814) 535-3030
PA	4703	Hill, Beau J.		3960 Route 30	Latrobe	15650	(724) 539-3278
PA	9121	Hill, Beau J.		400 S Water St	KITTANNING	16201	(724) 548-5000

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Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
PA	9064	Jali, Ammar	Development	2628 N Broad St	Philadelphia	191324015	(215) 225-2272
PA	3278	Jali, Ammar	Development	8914 Frankford Ave	Philadelphia	19136	(215) 331-8000
PA	4874	Jali, Ammar	Development	266 E Street Rd	Feasterville Trevose	190537605	(215) 364-6060
PA	4876	Jali, Ammar	Development	2380 Durham Rd	Penndel	190475715	(215) 547-3333
PA	4093	Jali, Ammar	Development	2175 Galloway Rd	Bensalem	190202983	(215) 633-9100
PA	4844	Jali, Ammar	Development	43 Cambridge Ln	Newtown	189403326	(215) 860-0333
PA	9059	Jali, Ammar	Development	300 6th Ave	Pittsburgh	152222514	(412) 288-8989
PA	4710	Jali, Ammar	Development	119 N Sheridan Ave	Pittsburgh	152063049	(412) 361-4747
PA	4418	Jali, Ammar	Development	511 E Carson St	Pittsburgh	152031020	(412) 432-3232
PA	9073	Jali, Ammar	Development	201 Euclid Ave	Dravosburg	15034	(412) 469-3030
PA	9074	Jali, Ammar	Development	1019 W View Park Dr	Pittsburgh	15229	(412) 761-1500
PA	9077	Jali, Ammar	Development	5820 Library Rd	Bethel Park	151023334	(412) 854-3030
PA	4795	Jali, Ammar	Development	21 Foster Ave	Pittsburgh	152052351	(412) 920-4747
PA	4877	Jali, Ammar	Development	4015 Germantown Pike	Collegeville	194263125	(610) 489-4554
PA	9078	Jali, Ammar	Development	2885 Leechburg Rd	New Kensington	150682542	(724) 335-3100
PA	4759	Jali, Ammar	Development	797 E State St	Sharon	161463339	(724) 347-3020
PA	4433	Jali, Ammar	Development	307 Morgantown St	Uniontown	154014828	(724) 430-3030
PA	9082	Jali, Ammar	Development	1300 Brodhead Rd	Moon Township	15108	(724) 457-7070
PA	9076	Jali, Ammar	Development	101 N Jefferson St	New Castle	161013904	(724) 656-2020
PA	4415	Jali, Ammar	Development	212 Portersville Rd	Ellwood City	161172419	(724) 752-0752
PA	9081	Jali, Ammar	Development	102 W Madison St	Rochester	15074	(724) 770-9090
PA	4088	Jali, Ammar	Development	20445 Route 19	Cranberry Township	160667516	(724) 776-6166
PA	9079	Jali, Ammar	Development	109 S Main St	Butler	160015907	(724) 841-0660
PA	4843	Jali, Ammar	Development	833 W Trenton Ave	Morrisville	190673575	(215) 295-3500
PA	9053	Jali, Ammar	Development	622 Gravel Pike	East Greenville	180412141	(215) 679-3857
PA	9065	Jali, Ammar	Development	1909 W Cheltenham Ave	Elkins Park	190271001	(215) 886-5060
PA	9087	Jali, Ammar	Development	11822 Frankstown Rd	Penn Hills	152353408	(412) 798-0100
PA	4709	Jali, Ammar	Development	2600 Ardmore Blvd	Pittsburgh	152215208	(412) 824-8700
PA	4755	Jali, Ammar	Development	253 Schuylkill Rd	Phoenixville	194601879	(610) 933-3030
PA	9085	Jali, Ammar	Development	4848 Route 8	Allison Park	15101	(724) 443-0100
PA	9083	Jali, Ammar	Development	801 N Greengate Rd	Greensburg	156017575	(724) 853-6669
PA	9095	Jali, Ammar	Development	8221 State Route 30	Irwin	15642	(724) 863-6363
PA	9088	Jali, Ammar	Development	104 Pricedale Rd	Belle Vernon	150121968	(724) 929-4444

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PA	9062	Joarder, Mohammed Shamsuzzaman		6001 Lancaster Ave	Philadelphia	191513536	(215) 477-6000
PA	4749	Khan, Mohammad S.		3801 Perkiomen Ave	Reading	196062716	(610) 370-2343
PA	4750	Khan, Mohammad S.		310 Penn St	Reading	196021010	(610) 376-8501
PA	4753	Khan, Mohammad S.		2844 Penn Ave	West Lawn	196091530	(610) 678-7100
PA	4793	Khan, Mohammad S.		3007 N 5th Street Hwy	Reading	196052421	(610) 921-8118
PA	4788	Khan, Mohammad S.		330 Larry Holmes Dr	Easton	180424509	(610) 258-7100
PA	4827	Khan, Mohammad S.		2030 W Main St	Norristown	194036003	(610) 631-9090
PA	4872	Khan, Mohammad S.		63 S Lewis Rd	Royersford	194682432	(610) 948-3434
PA	4754	Khan, Mohammad S.		799 State St	Pottstown	194645184	(610) 970-2200
PA	3275	Knoblock, Leonard L.		3300a Saw Mill Run Blvd	Brentwood	152272716	(412) 881-2961
PA	9072	Kramer, Melissa S.		620 W Centre St	Shenandoah	17976	(570) 462-9900
PA	9067	Kramer, Melissa S.		2244 San Souci Pkwy	Wilkes Barre (Hanover Town)	18706	(570) 735-8700
PA	4073	Kramer, Melissa S.		908 N Market St	Berwick	186033128	(570) 759-3100
PA	3288	Kurcaba, Jeffrey M.		104 Carmichaels Plz	Carmichaels	153209638	(724) 966-2430
PA	4879	McDermott, Elizabeth A.		738 Valley St	Lewistown	170441444	(717) 248-5555
PA	3292	Mikhail, Michael M.		1611 Manhelm Pike	Lancaster	17601	(717) 581-5200
PA	4797	Mikhail, Michael M.		733 S Broad St	Lititz	175432808	(717) 625-7000
PA	4779	Milne, R. Courtney		318 Chestnut St	Columbia	175121156	(717) 684-3006
PA	4780	Milne, R. Courtney		519b Leaman Ave	Millersville	175511109	(717) 872-9119
PA	4086	Milne, R. Courtney		903 Nissley Rd	Lancaster	176011472	(717) 898-9600
PA	4781	Milne, R. Courtney		798d New Holland Ave	Lancaster	176022137	(717) 295-4500
PA	4746	Mohtashemi, Paul M.		220 Willow St	Meadville	163353170	(814) 333-4300
PA	4756	Morris, William R.		859 Nazareth Pike	Nazareth	180649005	(610) 746-0600
PA	4790	Morris, William R.		19 E 3rd St	Bethlehem	180151380	(610) 861-0440
PA	4069	Morris, William R.		1341 Blue Valley Dr	Pen Argyl	180721815	(610) 863-8600
PA	4789	Morris, William R.		1353 Easton Ave	Bethlehem	180182624	(610) 865-2700
PA	4091	Neal, James		838 S Saint Marys St	St. Mary's	15857-2831	(814) 781-7100
PA	4744	Parris, William H.		30 Bolivar Dr	Bradford	167013125	(814) 368-8900
PA	9071	Patel, Shobhana D.		293 E Street Rd	Warminster	18974	(215) 672-7171
PA	4409	Port, Sheldon R. Jr.		1301 Moore St	Huntingdon	166521931	(814) 644-7444
PA	9092	Port, Sheldon R. Jr.		177 Glimcher Dr	Duncansville	16635	(814) 696-9300
PA	4830	Praizner, John C.		3266 Chichester Ave	Boothwyn	19061	(610) 485-7070
PA	4826	Praizner, John C.		4233 Edgmont Ave	Brookhaven	190152335	(610) 874-3100

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Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
PA	4770	Praizner, John C.		112 Baltimore Pike	Springfield	190643629	(610) 328-4400
PA	4848	Rexha, Bashkim		803 Horsham Rd	Montgomeryville	189369639	(215) 362-7660
PA	4828	Rexha, Bashkim		142 W Germantown Pike	E. Norriton	19401	(610) 277-2930
PA	4800	Rozinski , Bryan G.		800 W Main St	Lansdale	194462016	(215) 362-8000
PA	4761	Spalsbury, Curt E.		1100 N Atherton St	State College	168032926	(814) 237-1414
PA	4763	Spalsbury, Curt E.		607 17th St	Altoona	166022331	(814) 944-6000
PA	4740	Sprenkel, Joseph E.		Route 61 Anthra Plaza	Shamokin	17872	(570) 644-2122
PA	4784	Sprenkel, Joseph E.		1315 Market St	Sunbury	178012422	(570) 286-5621
PA	4715	Talebi, Habibolah K.		315 Jefferson Ave	Washington	153014225	(724) 228-2140
PA	4796	Tatum, Jeffrey G.		2308 W Oregon Ave	Philadelphia	191454129	(215) 465-2000
PA	4089	Taylor, Robert III		1115 S Bethlehem Pike	Ambler	190025803	(215) 654-9000
PA	4806	Taylor, Robert III		128 W Lancaster Ave	Wayne	190874028	(610) 293-0980
PA	4840	Taylor, Robert III		3201 Lincoln Hwy	Thorndale	193721012	(610) 380-4700
PA	4897	Taylor, Robert III		140 Rainbow Rd	Coatesville	193202651	(610) 380-8880
PA	4866	Taylor, Robert III		635 Millers Hill Rd	Kennett Square	19348	(610) 444-6006
PA	4092	Taylor, Robert III		5 Franklin St	Bryn Mawr	190102704	(610) 527-3434
PA	4809	Taylor, Robert III		700 E Chester Pike	Ridley Park	190781405	(610) 532-6660
PA	9057	Taylor, Robert III		575 W Uwchlan Ave	Exton	193411563	(610) 594-0444
PA	4845	Taylor, Robert III		490 Lancaster Ave	Frazer	193551833	(610) 640-4410
PA	4771	Taylor, Robert III		241 E Gay St	West Chester	193803138	(610) 692-0891
PA	4842	Taylor, Robert III		107 W Ridge Pike	Conshohocken	194281216	(610) 941-3030
PA	3277	Taylor, Robert III		2229 Baltimore Pike	Oxford	19363	(610) 998-1444
PA	4858	Taylor, Robert III		79 Baltimore Pike	Avondale	19311	(610) 268-3211
PA	4873	Taylor, Robert III		31 S Eagle Rd	Havertown	190833340	(610) 789-4520
PA	4862	Treacy, Edward W. III		200 S Spring Garden St	Carlisle	170132578	(717) 249-1880
PA	4437	Treacy, Edward W. III		530 N Antrim Way	Greencastle	172259779	(717) 597-1099
PA	4767	Treacy, Edward W. III		6391 Carlisle Pike	Mechanicsburg	17050	(717) 691-8111
PA	4778	Treacy, Edward W. III		350 S Richland Ave	York	174043530	(717) 699-2250
PA	4861	Treacy, Edward W. III		1200 Market St	Lemoyne	170431417	(717) 763-4100
PA	4742	Treacy, Edward W. III		614 E Main St	Waynesboro	17268	(717) 765-0199
PA	4783	Treacy, Edward W. III		351 Loucks Rd	York	174041740	(717) 854-6650
PA	4785	Treacy, Edward W. III		1539 Mount Rose Ave	York	174032909	(717) 854-9515
PA	3273	Wan, Ka-Man		832 E Philadelphia Ave	Boyertown	195121307	(610) 367-1775

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Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
PA	4097	Wan, Ka-Man		1139 Ben Franklin Highway W	Douglasville	19518	(610) 385-0000
PA	4745	Warren, Jay		625d W Elm Ave	Hanover	17331	(717) 632-9400
PA	4743	Warren, Jay		1012 Baltimore St	Hanover	173314401	(717) 633-9411
PA	4768	Wileman, Robert W.		900 Eisenhower Blvd	Harrisburg	171112344	(717) 939-2555
RI	3945	Amaral, Paul J.		93 Granite St	Westerly	028912445	(401) 596-8850
RI	3924	Botelho, Natasha M.		3400 Mendon Rd	Cumberland	028642141	(401) 658-0077
RI	3903	Carter, Gerald D.		1086 Willett Ave	Riverside	029152067	(401) 433-0200
RI	3902	Carter, Gerald D.		2145 Pawtucket Ave	E. Providence	029141707	(401) 438-6500
RI	3930	Carter, Gerald D.		210 Dexter St	Pawtucket	028601908	(401) 727-1770
RI	3996	Christina, William J.		375 Putnam Pike	Smithfield	029172443	(401) 233-8966
RI	3905	Christina, William J.		1744 Mineral Spring Ave	North Providence	02911	(401) 654-4100
RI	3901	Christina, William J.		845 N Main St	Providence	029045700	(401) 861-1200
RI	3907	Christina, William J.		526 Broad St	Providence	029071432	(401) 861-4700
RI	3951	Desjardins, Marc		19 W Main Rd	Middletown	028424932	(401) 849-6940
RI	3931	Dufficy, Jeffrey P.		448 Newport Ave	Pawtucket	028613625	(401) 727-2000
RI	3935	Eno, John D.		194 Main St	Woonsocket	028954328	(401) 765-3571
RI	3929	Eno, John D.		250 Mendon Rd	Cumberland	028646208	(401) 725-5050
RI	3906	Eno, John D.		1010 Chalkstone Ave	Providence	029084238	(401) 861-9800
RI	3914	Lyons, Gregory S.		1745 Main St	W. Warwick	028937414	(401) 822-4040
RI	3938	Lyons, Gregory S.		5953 Post Rd	North Kingstown	028521301	(401) 884-8546
RI	3913	Pardy, James A.		957 Main St	West Warwick	028933599	(401) 826-3636
RI	3910	Pardy, James A.		876 Post Rd	Warwick	028883365	(401) 467-3130
RI	3911	Pardy, James A.		2247 Warwick Ave	Warwick	028894273	(401) 732-2940
RI	3912	Pardy, James A.		2757 Post Rd	Warwick	028863042	(401) 732-5770
RI	3936	York, Eric A.		140 Point Judith Rd	Narragansett	028823451	(401) 782-1202
RI	3921	Zonfrilli, Joseph V.		739 Hartford Ave	Providence	02919	(401) 331-1123
RI	3915	Zonfrilli, Joseph V.		11 Gooding Ave	Bristol	028092610	(401) 254-0404
RI	3920	Zonfrilli, Joseph V.		1360 Park Ave	Cranston	029206635	(401) 946-3300
SC	7290	Burr, D. Chip E. II		136 Sea Island Pkwy	Beaufort	299071562	(843) 522-1000
SC	5681	Burr, D. Chip E. II		129 Burton Hill Rd	Beaufort	29902	(843) 524-8200
SC	5682	Burr, D. Chip E. II		55 Mathews Dr	Hilton Head	299263730	(843) 681-5111
SC	7257	Burr, D. Chip E. II		22 Plantation Park Dr	Bluffton	299106070	(843) 706-3111
SC	7276	Derham, John P.		429 E Main St	Liberty	296571575	(864) 843-6636

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SC	5690	Derham, John P.		102 E Main St	Pickens	296712320	(864) 878-0833
SC	5670	Eckburg, John W.		1696 Knox Ave	North Augusta	298414020	(803) 278-3322
SC	5684	Eckburg, John W.		2547 Jefferson Davis Hwy	Warrenville	298513050	(803) 593-0333
SC	5669	Eckburg, John W.		1140 York St Ne	Aiken	298014120	(803) 641-0300
SC	5671	Eckburg, John W.		260 Eastgate Dr	Aiken	298037698	(803) 649-2200
SC	8751	Eckburg, John W.		4079c Augusta Hwy	Gilbert	290548894	(803) 892-2255
SC	7294	Eckburg, John W.		130 Amicks Ferry Rd	Chapin	290369400	(803) 945-7777
SC	5675	Eckburg, John W.		474 Bypass 72 Nw	Greenwood	296491404	(864) 223-4444
SC	7287	Fox, Aaron A.		1230 Rose St	Elgin	290459294	(803) 438-3338
SC	8762	Fox, Aaron A.		311 W Wesmark Blvd	Sumter	29150	(803) 469-8000
SC	5611	Fox, Aaron A.		500 Pamplico Hwy	Florence	295056051	(843) 292-0499
SC	8763	Fox, Aaron A.		723 E Smith St	Timmonsville	291619430	(843) 346-1000
SC	5688	Fox, Aaron A.		264 John St	Lake City	295602434	(843) 394-5343
SC	5647	Fox, Aaron A.		904 Highway 301 N	Dillon	29536	(843) 841-2225
SC	8764	Fox, Aaron A.		1335 N Longstreet St	Kingstree	295562739	(843) 355-8800
SC	5694	Fox, Aaron A.		209 Highway 701 N	Loris	295692484	(843) 756-6200
SC	5602	Fox, Gregory B.		1124 Devine St	Columbia	292014034	(803) 256-8151
SC	5612	Fox, Gregory B.		1738 Russell St	Orangeburg	291156066	(803) 531-2883
SC	5605	Fox, Gregory B.		7522 Woodrow St	Irmo	290632831	(803) 732-1230
SC	7291	Fox, Gregory B.		100 Accolades Dr	Columbia	29223	(803) 736-2448
SC	5607	Fox, Gregory B.		9810 Two Notch Rd	Columbia	292231600	(803) 736-5344
SC	5608	Fox, Gregory B.		7410 Garners Ferry Rd	Columbia	29209	(803) 783-6770
SC	5609	Fox, Gregory B.		6315 N. Main St	Columbia	29203	(803) 786-5555
SC	5601	Fox, Gregory B.		5424 Forest Dr	Columbia	292062311	(803) 787-1777
SC	5606	Fox, Gregory B.		2410 Augusta Rd	West Columbia	291694582	(803) 791-5309
SC	5603	Fox, Gregory B.		597 Saint Andrews Rd	Columbia	292104516	(803) 798-6466
SC	5696	Fox, Gregory B.		190 N Main St	Gaston	290539248	(803) 926-9880
SC	5673	Fox, Gregory B.		3985 Platt Springs Rd	West Columbia	291701605	(803) 955-3030
SC	5629	Fox, Gregory B.		5362 Sunset Blvd	Lexington	290729260	(803) 957-6400
SC	5674	Haefner, Steven M.		2616 Anderson Rd	Greenville	296116020	(864) 269-0990
SC	5624	Haefner, Steven M.		605 Williams Ave	Easley	296403675	(864) 855-5051
SC	5664	Hayman, Kerri-Lea		509 Highway 17 N	North Myrtle Beach	295822903	(843) 249-8181
SC	8752	Hayman, Kerri-Lea		3377 Highway 9 E	Little River	29566	(843) 399-6600

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SC	5668	Hayman, Kerri-Lea		991 Bells Hwy	Walterboro	294882565	(843) 542-9898
SC	5651	Hayman, Kerri-Lea		8530 Dorchester Rd	N. Charleston	294207326	(843) 552-9494
SC	5656	Hayman, Kerri-Lea		6541 Rivers Ave	N. Charleston	294064826	(843) 553-4100
SC	5657	Hayman, Kerri-Lea		1930 Ashley River Rd	Charleston	294074926	(843) 571-5200
SC	5640	Hayman, Kerri-Lea		217 Saint James Ave	Goose Creek	294452938	(843) 572-2800
SC	5659	Hayman, Kerri-Lea		320 E Bay St	Charleston	294011681	(843) 720-8600
SC	5650	Hayman, Kerri-Lea		4400 Dorchester Rd	N. Charleston	29418	(843) 747-4400
SC	5649	Hayman, Kerri-Lea		105 N Highway 52	Moncks Corner	294613909	(843) 761-3300
SC	5653	Hayman, Kerri-Lea		1041 Folly Rd	James Island	294123921	(843) 762-4600
SC	5654	Hayman, Kerri-Lea		10597 Dorchester Rd	Summerville	294858074	(843) 875-2191
SC	5642	Hayman, Kerri-Lea		1216 N Main St	Summerville	294837344	(843) 875-7300
SC	5658	Hayman, Kerri-Lea		1039 Highway 17, #5	Mt. Pleasant	29464	(843) 881-7900
SC	7284	Hayman, Kerri-Lea		1117 Parkwest Blvd	Mt. Pleasant	29466	(843) 216-7104
SC	5623	Manos, Anthony P.	Development	435 N Pleasantburg Dr	Greenville	296072127	(864) 232-3640
SC	7277	Manos, Anthony P.	Development	2701 Woodruff Rd	Simpsonville	296813639	(864) 234-1500
SC	8761	Manos, Anthony P.	Development	113 E Butler Rd	Mauldin	296622174	(864) 627-9271
SC	5693	Manos, Anthony P.	Development	113 N Earle St	Walhalla	296912419	(864) 638-9000
SC	5692	Manos, Anthony P.	Development	207 N Hampton St	Westminster	296932017	(864) 647-1800
SC	5620	Manos, Anthony P.	Development	501 Old Greenville Highway	Clemson	29631	(864) 653-7575
SC	5622	Manos, Anthony P.	Development	924 By Pass 123	Seneca	296784757	(864) 882-9783
SC	5616	Orcutt, Michael L.		13088 Ocean Highway	Pawley's Island	29585	(843) 237-3232
SC	5662	Orcutt, Michael L.		810 Highway 17 S	Surfside Beach	295756083	(843) 238-8500
SC	5663	Orcutt, Michael L.		1223 16th Ave	Conway	295263454	(843) 248-3646
SC	5661	Orcutt, Michael L.		5335 N Kings Hwy	Myrtle Beach	295772520	(843) 449-2469
SC	5666	Orcutt, Michael L.		9900 D North Kings Hwy	Myrtle Beach	29572	(843) 449-8700
SC	5665	Orcutt, Michael L.		1121 N Fraser	Georgetown	29440	(843) 527-3454
SC	5660	Orcutt, Michael L.		1706 S Kings Hwy	Myrtle Beach	295774602	(843) 626-7666
SC	5667	Orcutt, Michael L.		5525 Dick Pond Rd	Myrtle Beach	295886828	(843) 650-3030
SC	5679	Orcutt, Michael L.		2997 E Highway 501	Conway	295269514	(843) 347-0602
SC	5686	Patel, Himanshu B.		11381 Dunbarton Blvd	Barnwell	298123033	(803) 541-8646
SC	7273	Patterson, G. Mack		1714 Gold Hill Rd	Fort Mill	29708	(803) 547-5300
SC	8753	Patterson, G. Mack		8447 Charlotte Hwy	Indian Land	297077587	(803) 547-9922
SC	5646	Patterson, G. Mack		904 E Liberty St	York	29745	(803) 684-0655

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SC	7283	Patterson, G. Mack		125 E Evergreen Rd	Clover	29710	(803) 831-7075
SC	5631	Patterson, G. Mack		677 Lancaster Bypass E	Lancaster	29720	(803) 285-4313
SC	5632	Patterson, G. Mack		1146 E White St	Rock Hill	297305961	(803) 324-3111
SC	5630	Patterson, G. Mack		1742 Herlong Village Dr	Rock Hill	297323284	(803) 329-9900
SC	7293	Qasim, S. Osman		819 W Carolina Ave	Hartsville	295504413	(843) 383-3833
SC	5615	Qasim, S. Osman		510 Pearl St	Darlington	295323817	(843) 395-1410
SC	5639	Qasim, S. Osman		125 Walton Dr	Gaffney	293411268	(864) 489-4072
SC	5636	Qasim, S. Osman		2307 Reidville Rd	Spartanburg	293013651	(864) 576-3030
SC	5637	Qasim, S. Osman		3808 Boiling Springs Rd	Boiling Springs	293165717	(864) 578-9240
SC	5638	Qasim, S. Osman		478 Union St	Spartanburg	293063557	(864) 585-3030
SC	5648	Qasim, S. Osman		1564 Asheville Hwy	Spartanburg	293032079	(864) 591-3030
SC	7286	Qasim, S. Osman		311 Spartanburg Hwy	Wellford	293859439	(864) 949-3334
SC	5627	Saeed, Easab		2424 Hudson Rd	Greer	296502923	(864) 292-5200
SC	5676	Saeed, Easab		1039 Wc Dobbins Hwy	Clinton	29325	(864) 833-6900
SC	7279	Saeed, Easab		217 W Wade Hampton Blvd	Greer	29650	(864) 879-0111
SC	5621	Smith, Catherine A.		1006 N Main St	Anderson	296214841	(864) 226-9393
SC	5655	Smith, Catherine A.		4420 Highway 24	Anderson	29626	(864) 261-3030
SC	5645	Woods, Donald G.		665 Wilson Rd	Newberry	291084613	(803) 276-4800
SD	1814	Deichert, Luke J.		1419 E Wells Ave	Pierre	575013966	(605) 224-6483
SD	1840	Erwin, Allan F.		128 E North St	Rapid City	577011550	(605) 341-2401
SD	1845	Erwin, Allan F.		1410 North Ave	Spearfish	57783	(605) 642-0288
SD	1842	Erwin, Allan F.		219 Main Gate Rd	Box Elder	577192003	(605) 923-1491
SD	1846	Erwin, Allan F.		5509 Bendt Dr	Rapid City	577029500	(605) 791-5411
SD	1800	Graves, William B.	Development	1108 S Minnesota Ave	Sioux Falls	571050621	(605) 331-2121
SD	1801	Graves, William B.	Development	4009 E 10th St	Sioux Falls	571032114	(605) 331-5171
SD	1802	Graves, William B.	Development	2401 S Shirley Ave	Sioux Falls	571064326	(605) 361-2544
SD	1804	Graves, William B.	Development	1207 E 57th St	Sioux Falls	571085411	(605) 371-3322
SD	1803	Graves, William B.	Development	702 Ratingen Strasse	Vermillion	570691404	(605) 624-5577
SD	1821	Graves, William B.	Development	1108 S Broadway Ave	Yankton	57078	(605) 689-0999
SD	1820	Graves, William B.	Development	927 6th St	Brookings	57006	(605) 697-6688
SD	1825	Graves, William B.	Development	912 5th St Se	Watertown	572015200	(605) 882-4242
SD	1826	Jensen, Frank E.		522 S Main St	Aberdeen	574014165	(605) 225-5555
SD	1816	Oakley, William P.		425 N Sanborn Blvd	Mitchell	573011833	(605) 996-1010

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SD	1815	Van Diepen, Robert W.		25 Market St E	Huron	573502007	(605) 352-6480
TN	5492	Bartlett, Harold C		2114 Memorial Blvd	Springfield	371723999	(615) 384-2100
TN	5482	Bergeron, Nicole M.		3030 Eastend Dr	Humboldt	383431910	(731) 784-9229
TN	5446	Blackmore, Larry R.		356 W Main St	Hendersonville	370753313	(615) 264-3030
TN	6158	Blackmore, Larry R.		453 N Broadway	Portland	371481702	(615) 325-2400
TN	5418	Blackmore, Larry R.		420 Maple St	Gallatin	370663542	(615) 452-3030
TN	6163	Blackmore, Larry R.		3001 Highway 31 W	White House	371885228	(615) 672-7272
TN	6190	Blackmore, Larry R.		11362 Lebanon Rd	Mount Juliet	371225504	(615) 754-5175
TN	6145	Blackmore, Larry R.		312 Frey St	Ashland City	370151734	(615) 792-0092
TN	5456	Blackmore, Larry R.		246 Long Hollow Pike	Goodlettsville	37072	(615) 851-0030
TN	5487	Burnette, Tim P.		2507 Ocoee St N	Cleveland	373125368	(423) 478-3030
TN	6185	D'Andrea, Peter P.		409 W Central Ave	La Follette	377663421	(423) 566-1555
TN	8704	D'Andrea, Peter P.		6400 Asheville Hwy	Knoxville	379242807	(865) 246-0089
TN	8710	D'Andrea, Peter P.		3615 Sutherland Ave	Knoxville	379194309	(865) 246-6330
TN	6154	D'Andrea, Peter P.		625 N Main St	Lake City	37769	(865) 426-8811
TN	5431	D'Andrea, Peter P.		1952 Oak Ridge Tpke	Oak Ridge	378306001	(865) 482-0022
TN	5464	D'Andrea, Peter P.		412 Merchants Dr	Knoxville	37912	(865) 525-0300
TN	5466	D'Andrea, Peter P.		900 N Broadway St	Knoxville	379176601	(865) 525-3030
TN	8709	D'Andrea, Peter P.		4354 Maynardville Hwy	Maynardville	37807	(865) 658-0960
TN	5460	D'Andrea, Peter P.		2104 Cumberland Ave	Knoxville	379162810	(865) 673-3030
TN	5461	D'Andrea, Peter P.		6661 Maynardville Pike	Knoxville	379184818	(865) 925-2151
TN	5490	Dunlop, Randy		404 N Jackson St	Athens	373033620	(423) 745-7676
TN	5465	Dunlop, Randy		1811 W Broadway Ave	Maryville	378015511	(865) 983-0000
TN	6167	Dunlop, Randy		2535 E Broadway Ave	Maryville	378043037	(865) 983-2525
TN	5406	Etghayi, Farhad		169 Stonebrook Pl	Jackson	383050603	(731) 668-6644
TN	6189	Fox, Aaron A.		2888 Parkway	Pigeon Forge	378633316	(865) 429-1818
TN	8711	Fox, Aaron A.		951 East Parkway	Gatlinburg	37738	(865) 436-2020
TN	5459	Garey, Susan J.		11408 Kingston Pike	Farragut	379343976	(865) 675-3030
TN	5457	Garey, Susan J.		7419 Middlebrook Pike	Knoxville	379093144	(865) 693-3939
TN	8705	Garey, Susan J.		9615 Countryside Center Ln	Knoxville	379314765	(865) 694-7711
TN	5469	Garey, Susan J.		7527 S Northshore Dr	Knoxville	379198002	(865) 690-9500
TN	6318	Gordon, John M.		3012 Longford Dr	Spring Hill	371746151	(615) 302-3040
TN	6146	Gordon, John M.		2247 Highway 41 S	Greenbrier	370734536	(615) 643-7666

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TN	6193	Gordon, John M.		1289 N Ellington Pkwy	Lewisburg	370912232	(931) 359-7000
TN	6329	Gordon, John M.		4640 Nashville Hwy	Chapel Hill	370342126	(931) 364-5775
TN	5479	Hamilton, Ronald Christopher		1150 Hixson Pike	Chattanooga	374053107	(423) 267-3000
TN	5481	Hamilton, Ronald Christopher		4155 Ringgold Rd	East Ridge	374122434	(423) 629-1500
TN	6148	Hamilton, Ronald Christopher		319 Kimball Crossing Dr	Kimball	373475645	(423) 837-0777
TN	6319	Hamilton, Ronald Christopher		2629 Topside Rd	Louisville	377773940	(865) 380-0911
TN	6173	Hamilton, Ronald Christopher		668 S College St	Winchester	373982210	(931) 967-4400
TN	6178	Hamilton, Ronald Christopher		525 E Race St	Kingston	377632832	(865) 376-1414
TN	5424	Herron, Josh Lee		5019 Liberty St	Milan	383583484	(731) 686-9066
TN	5497	Houseman, Patricia A.		5094 Murfreesboro Rd	LaVergne	370862858	(615) 213-8900
TN	5426	Houseman, Patricia A.		205 Highway 46	Dickson	370552507	(615) 446-7600
TN	5429	Houseman, Patricia A.		115 S Hartmann Dr	Lebanon	37087	(615) 449-3733
TN	5483	Houseman, Patricia A.		115 Enon Springs Rd W	Smyrna	371673016	(615) 459-0041
TN	5493	Houseman, Patricia A.		118 N Baird Ln	Murfreesboro	371304015	(615) 896-0028
TN	5402	Houseman, Patricia A.		928 W James Campbell Blvd	Columbia	384014807	(931) 388-8807
TN	5400	Houseman, Patricia A.		400 E Lincoln St	Tulahoma	373883752	(931) 454-9193
TN	5405	Houseman, Patricia A.		757 Madison St	Shelbyville	371603523	(931) 684-9592
TN	5404	Houseman, Patricia A.		1225 Columbia Ave	Franklin	370643618	(615) 790-8855
TN	6308	Houseman, Patricia A.		1515 Warrior Dr	Murfreesboro	371280913	(615) 890-0893
TN	5401	Houseman, Patricia A.		235 Mtcs Dr	Murfreesboro	371291581	(615) 890-2602
TN	5428	Houseman, Patricia A.		733 N Chancey St	McMinnville	37110	(931) 473-1566
TN	5472	Hurd, Timothy A.		714 W Center St	Kingsport	376603163	(423) 246-5555
TN	6133	Hurd, Timothy A.		111 Justice Center Dr	Rogersville	378576926	(423) 272-7009
TN	5471	Hurd, Timothy A.		2694 Boones Creek Rd	Gray	376154430	(423) 283-7777
TN	5474	Hurd, Timothy A.		3077 Ft. Henry Dr	Kingsport	37664	(423) 288-7777
TN	6143	Hurd, Timothy A.		1323 Highway 394	Blountville	37617	(423) 323-3434
TN	5473	Hurd, Timothy A.		1946 W Elk Ave	Elizabethton	376433733	(423) 542-2211
TN	5475	Hurd, Timothy A.		3332 W Andrew Johnson Hwy	Morristown	378143621	(423) 587-1133
TN	5476	Hurd, Timothy A.		179 Millers Landing Blvd	Morristown	37813	(423) 587-5222
TN	6164	Hurd, Timothy A.		1446 N Broad St	New Tazewell	378256651	(423) 626-2100
TN	6184	Hurd, Timothy A.		920 W State St	Bristol	376202128	(423) 764-8080
TN	5470	Hurd, Timothy A.		1735 W State Of Franklin Rd	Johnson City	376046573	(423) 928-2020
TN	6187	Hurd, Timothy A.		114 E Broadway Blvd	Jefferson City	377602535	(865) 471-6700

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TN	6142	Johnson, Stewart W.		720 E Main Blvd	Church Hill	376423141	(423) 357-2228
TN	6152	Kaveh, Hossein Joe		226 E Court Ave	Selmer	38375	(731) 645-9907
TN	6149	Kaveh, Hossein Joe		107 Porter St	Bolivar	380082606	(731) 658-6629
TN	6310	Kaveh, Hossein Joe		430 W Main St	Henderson	383402218	(731) 989-9911
TN	6181	Kaveh, Hossein Joe		251 W Main St	Brownsville	380122528	(731) 772-2030
TN	6179	McCallen, Mark		2145 W Emory Rd	Powell	378493704	(865) 938-1717
TN	5441	Murgas, Antonio C.		1803 Madison St	Clarksville	370438058	(931) 552-0030
TN	5440	Murgas, Antonio C.		1709 Fort Campbell Blvd	Clarksville	370425137	(931) 552-3030
TN	6166	Murgas, Antonio C.		2166 Wilma Rudolph Blvd	Clarksville	370406637	(931) 552-3355
TN	5415	Murph, Alan D.	Development	3041 Dickerson Pike	Nashville	372072901	(615) 228-3030
TN	5422	Murph, Alan D.	Development	2004 Belcourt Ave	Nashville	372123772	(615) 297-3000
TN	6136	Murph, Alan D.	Development	3956 Clarksville Pike	Nashville	372181910	(615) 299-8355
TN	5416	Murph, Alan D.	Development	5320 Nolensville Pike	Nashville	372116492	(615) 331-3030
TN	5410	Murph, Alan D.	Development	539 Paragon Mills Rd	Nashville	372113711	(615) 333-0300
TN	5411	Murph, Alan D.	Development	5631 Charlotte Pike	Nashville	372093212	(615) 352-3030
TN	5420	Murph, Alan D.	Development	2109 Abbott Martin Rd	Nashville	372152629	(615) 383-3030
TN	5417	Murph, Alan D.	Development	504 Donelson Pike	Nashville	372143715	(615) 391-0030
TN	6322	Murph, Alan D.	Development	9040 Carothers Pkwy	Franklin	370676306	(615) 435-8181
TN	1490	Murph, Alan D.	Development	2609 Fort Campbell Blvd	Clarksville	370428069	(931) 431-0881
TN	5419	Murph, Alan D.	Development	2610 Gallatin Pike	Nashville	372163740	(615) 262-3030
TN	5421	Murph, Alan D.	Development	823 Hamilton Crossing Drive	Antioch	37013	(615) 360-3030
TN	5413	Murph, Alan D.	Development	7087 Old Harding Rd	Nashville	372211302	(615) 646-3000
TN	5443	Murph, Alan D.	Development	5510 Old Hickory Blvd	Hermitage	37076	(615) 885-3330
TN	6113	Neshagaran, Morteza		1705 S Highland Ave	Jackson	383017799	(731) 935-2425
TN	5409	Osani, Charles Anthony		603 S 1st St	Pulaski	384784201	(931) 363-6800
TN	5489	Osani, Charles Anthony		409 Main Ave S	Fayetteville	373343478	(931) 433-0500
TN	5407	Osani, Charles Anthony		225 E Gaines St	Lawrenceburg	384643342	(931) 762-9800
TN	6139	Pitarro, Dominic N.		706 S Main St	Sweetwater	378742732	(423) 337-2345
TN	6172	Pitarro, Dominic N.		2116 S Roane St	Harriman	377488644	(865) 882-2424
TN	6192	Pitarro, Dominic N.		560 Highway 321 N	Lenoir City	377716853	(865) 988-7777
TN	6153	Pitarro, Dominic N.		4510 Highway 411	Madisonville	373541564	(423) 442-4555
TN	5430	Powers, John M.		512 N Willow Ave	Cookeville	385011759	(931) 520-3333
TN	6303	Powers, John M.		402 N Spring St	Sparta	385831324	(931) 837-9999

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TN	8708	Razban, Ahmad		2500 Lake Rd	DYERSBURG	380241642	(731) 285-3030
TN	6177	Razban, Ahmad		15660 Highland Dr	McKenzie	382012517	(731) 352-3000
TN	6156	Razban, Ahmad		131 Highway 641 N	Camden	383201327	(731) 584-7600
TN	5433	Razban, Ahmad		201 Tyson Ave	Paris	382424538	(731) 644-3030
TN	5434	Razban, Ahmad		620 E Reelfoot Ave	Union City	382615739	(731) 885-8866
TN	6188	Razban, Ahmad		6 Natchez Trace Dr	Lexington	383511838	(731) 968-2030
TN	6168	Razban, Ahmad		20685 E Main St	Huntingdon	38344	(731) 986-8686
TN	5425	Razban, Ahmad		300 University St	Martin	382372023	(731) 587-3167
TN	6186	Roberts, Brian T.		10623 Chapman Hwy	Seymour	378654707	(865) 573-3333
TN	5485	Schwartz, Kevin R.		5730 Highway 58	Harrison	37341	(423) 344-9444
TN	6309	Shifflett, Juan Jason		2821 N Houston Levee Rd	Cordova	380166650	(901) 266-0105
TN	5450	Shifflett, Juan Jason		550 S Highland St	Memphis	381114346	(901) 323-3030
TN	5453	Shifflett, Juan Jason		3937 Summer Ave	Memphis	381225209	(901) 324-3030
TN	5448	Shifflett, Juan Jason		3000 Airways Blvd	Memphis	381163828	(901) 344-9999
TN	5488	Shifflett, Juan Jason		6490 Memphis-Arlington Rd	Bartlett	38135	(901) 373-6391
TN	6129	Shifflett, Juan Jason		6304 Highway 64	Oakland	380603204	(901) 466-1599
TN	5454	Shifflett, Juan Jason		686 Union Ave	Memphis	381033218	(901) 527-3030
TN	5442	Shifflett, Juan Jason		7464 Winchester Rd	Memphis	381252205	(901) 624-5114
TN	5444	Shifflett, Juan Jason		1327 N Germantown Pkwy	Cordova	38108	(901) 754-0303
TN	5455	Shifflett, Juan Jason		7869 Farmington Blvd	Germantown	381382903	(901) 756-6800
TN	6169	Shifflett, Juan Jason		308 New Byhalia Rd	Collierville	380176508	(901) 853-5030
TN	5496	Shifflett, Juan Jason		5780 Airline Rd	Arlington	380025982	(901) 867-0032
TN	5445	Shifflett, Juan Jason		7979 Us Highway 51 N	Millington	380531913	(901) 873-3030
TN	6147	Shifflett, Juan Jason		291a S Washington St	Ripley	380631732	(731) 635-3020
TN	8712	Shifflett, Juan Jason		5475 Poplar Ave	Memphis	38119	(901) 267-5555
TN	5438	Shifflett, Juan Jason		5784 Raleigh Lagrange Rd	Memphis	38134	(901) 372-3030
TN	6183	Shifflett, Juan Jason		1618 Highway 51 S	Covington	38019	(901) 475-1980
TN	6313	Shifflett, Juan Jason		11124 Highway 51 S	Atoka	380044954	(901) 837-3663
TN	6157	Shoemaker, Justin S.		9325 Apison Pike	Ooltewah	37315	(423) 396-4444
TN	6191	Solomon, Derek Kevin		45 Genesis Square	Crossville	38555	(931) 456-1414
TN	5423	Spencer, Randy S.		8530 Hixson Pike	Chattanooga	373431693	(423) 843-3030
TN	5480	Spencer, Randy S.		3504 Dayton Blvd	Red Bank	374154629	(423) 870-3030
TN	5462	Spencer, Randy S.		1211 Taft Hwy	Signal Mountain	373773251	(423) 886-6177

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TN	5427	Spencer, Randy S.		8644 E Brainerd Rd	Chattanooga	374218325	(423) 899-3030
TN	6165	Taylor, Jesse A.		930b Mulberry St	Loudon	377741311	(865) 458-0808
TN	6117	Todd, Edward L.		119 Cooper St	Etowah	373317109	(423) 263-4323
TN	6138	Williams, Terrence M.		Highway 27 and Church Ave	Oneida	37841	(423) 569-2000
TX	6734	Abdelmotal, Elsadig M.		3507 Elgin St	Houston	770043624	(713) 225-2828
TX	8067	Abdelmotal, Elsadig M.		12002 Shadow Creek Pkwy	Pearland	77584	(713) 436-9990
TX	8048	Abdelmotal, Elsadig M.		3607 Old Spanish Trl	Houston	77021	(713) 747-3800
TX	6681	Abdelmotal, Elsadig M.		7270 Antoine Dr	Houston	770887230	(281) 447-1996
TX	6684	Abdelmotal, Elsadig M.		3731 W Alabama St	Houston	770275201	(713) 621-8744
TX	6781	Abdelmotal, Elsadig M.		9424 Cullen Blvd	Houston	77051	(713) 734-0300
TX	6680	Abdelmotal, Elsadig M.		4226 Ella Blvd	Houston	770184210	(713) 956-1994
TX	8043	Alvarado, Ricardo		681 Horizon Blvd	Socorro	799274692	(915) 791-0909
TX	8028	Alvarado, Ricardo		125 N Kenazo Ave	Horizon City	799285407	(915) 852-8877
TX	8056	Alvarado, Ricardo		12420 Edgemere Blvd	El Paso	799384534	(915) 855-4555
TX	9258	Benevente, Thomas R.		2636 South Expressway 281	EDINBURG	78542	(956) 380-5199
TX	8077	Benevente, Thomas R.		306 E Main Ave	Alton	785736943	(956) 581-9300
TX	8053	Benevente, Thomas R.		1715 Expressway 83	Penitas	78576	(956) 584-0404
TX	8055	Benevente, Thomas R.		701 N International Blvd	Hidalgo	785572583	(956) 843-8899
TX	6495	Brown, Randy L. Sr.		7166 Highway 87 N	Orange	776329209	(409) 670-9696
TX	6745	Brown, Randy L. Sr.		1404 Nederland Ave	Nederland	776274129	(409) 727-7799
TX	6837	Brown, Randy L. Sr.		2380 Texas Ave	Bridge City	776112842	(409) 735-6886
TX	6661	Brown, Randy L. Sr.		970 N Main St	Vidor	776624338	(409) 769-3299
TX	6660	Brown, Randy L. Sr.		2107 Macarthur Dr	W. Orange	776304809	(409) 883-5552
TX	6669	Brown, Randy L. Sr.		4101 Main Ave	Groves	776194742	(409) 962-0505
TX	6664	Brown, Randy L. Sr.		2448 Memorial Blvd	Port Arthur	776402823	(409) 983-7771
TX	6646	Brown, Randy L. Sr.		12620 Woodforest Blvd	Houston	770153489	(713) 451-3539
TX	6632	Brown, Randy L. Sr.		2411 Avenue I	Huntsville	773405830	(936) 291-1451
TX	9244	Brown, Randy L. Sr.		1934 U S Highway 190 W	Livingston	773519600	(936) 327-4444
TX	6742	Buckner, Rory L.		101 Hall Professional Ctr	Kyle	786408862	(512) 268-5883
TX	6378	Buckner, Rory L.		1807 W Slaughter Ln	Austin	787486296	(512) 291-8300
TX	8081	Buckner, Rory L.		15300 S Interstate 35	Buda	786109790	(512) 312-4334
TX	6959	Burke, Edmund P.		2730 Richmond Rd	Texarkana	755032329	(903) 832-3030
TX	6413	Burkel, Randy G.		201 Hunters Crossing Blvd	Bastrop	786023972	(512) 321-0303

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TX	6571	Burkel, Randy G.		3210 N Main St	Taylor	765741216	(512) 352-7700
TX	8035	Coronis, Stephen Isaac		7708 Lohmans Ford Rd	Lago Vista	78645	(512) 267-3232
TX	8076	Cunningham, Michael A.	Development	7410 W Adams Ave	Temple	765025558	(254) 228-5584
TX	6623	Cunningham, Michael A.	Development	1606 S Fort Hood St	Killeen	765421672	(254) 526-7103
TX	6812	Cunningham, Michael A.	Development	901 N 10th St	Killeen	765414828	(254) 526-9446
TX	6622	Cunningham, Michael A.	Development	2127 E Highway 190	Copperas Cove	765222600	(254) 547-7566
TX	6625	Cunningham, Michael A.	Development	5102 E Veterans Memorial Blvd	Killeen	76543	(254) 699-4690
TX	6626	Cunningham, Michael A.	Development	4301 S 31st St	Temple	765023332	(254) 778-6706
TX	6808	Cunningham, Michael A.	Development	323 N Main St	Belton	765133162	(254) 939-2888
TX	6665	Cunningham, Michael A.	Development	2435 Texas Pkwy	Missouri City	774894074	(281) 208-0100
TX	6643	Cunningham, Michael A.	Development	11920 Dairy Ashford Rd	Sugarland	774786140	(281) 242-5600
TX	8046	Cunningham, Michael A.	Development	23933 Nichols Sawmill Rd	Hockley	774477223	(281) 259-3363
TX	6433	Cunningham, Michael A.	Development	18602 Fm 1488 Rd	Magnolia	773548507	(281) 259-6007
TX	6846	Cunningham, Michael A.	Development	25442 Aldine Westfield Rd	Spring	773735900	(281) 288-3000
TX	6647	Cunningham, Michael A.	Development	25119 Grogans Mill Rd	The Woodlands	773802926	(281) 292-1995
TX	6748	Cunningham, Michael A.	Development	7901 Research Forest Dr	The Woodlands	773821482	(281) 298-9444
TX	6587	Cunningham, Michael A.	Development	14624 Fm 2100 Rd	Crosby	775329153	(281) 328-2244
TX	6494	Cunningham, Michael A.	Development	23780 Loop 494	Porter	773656163	(281) 354-1213
TX	6621	Cunningham, Michael A.	Development	15070 Highway 6	Rosharon	775833261	(281) 431-2900
TX	6783	Cunningham, Michael A.	Development	16001 S Post Oak Rd	Houston	770533551	(281) 437-7700
TX	6668	Cunningham, Michael A.	Development	6309 Highway 6	Missouri City	774594059	(281) 499-2559
TX	6810	Cunningham, Michael A.	Development	1006 FM 1960 Bypass Rd E	Humble	77338	(281) 540-3030
TX	6642	Cunningham, Michael A.	Development	15166 Bellaire Blvd	Houston	770833100	(281) 568-5335
TX	6794	Cunningham, Michael A.	Development	112 W Coombs St	Alvin	775112825	(281) 585-2222
TX	6561	Cunningham, Michael A.	Development	426 W. Southline St	Cleveland	773274800	(281) 659-1000
TX	6635	Cunningham, Michael A.	Development	12310 Beechnut St	Houston	77072	(281) 879-5981
TX	6653	Cunningham, Michael A.	Development	16103 Lexington Blvd	Sugarland	774792301	(281) 980-3797
TX	6762	Cunningham, Michael A.	Development	134 N 5th St	Silsbee	77656	(409) 385-5050
TX	6764	Cunningham, Michael A.	Development	191C S LHS Dr	Lumberton	77657	(409) 755-3030
TX	6746	Cunningham, Michael A.	Development	1395 College St	Beaumont	777014234	(409) 832-0000
TX	6662	Cunningham, Michael A.	Development	240 Dowlen Rd	Beaumont	777065920	(409) 860-3036
TX	6747	Cunningham, Michael A.	Development	3970 E Lucas Dr	Beaumont	777085513	(409) 892-0007
TX	6615	Cunningham, Michael A.	Development	1300 Gattis School Rd	Round Rock	78664	(512) 244-3636

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TX	6417	Cunningham, Michael A.	Development	1920 Sam Bass Rd	Round Rock	786814234	(512) 246-3639
TX	8059	Cunningham, Michael A.	Development	1400 E Old Settlers Blvd	Round Rock	78664	(512) 428-4809
TX	6609	Cunningham, Michael A.	Development	1509 S Lamar Blvd	Austin	787042965	(512) 447-0404
TX	6826	Cunningham, Michael A.	Development	104 Western Trl	Georgetown	786282828	(512) 863-8888
TX	6404	Cunningham, Michael A.	Development	720 S Bastrop Hwy	Austin	78741	(512) 929-3300
TX	6633	Cunningham, Michael A.	Development	6557 Fondren Rd	Houston	770364905	(713) 270-7722
TX	6634	Cunningham, Michael A.	Development	10766 S Gessner Dr	Houston	770713509	(713) 270-7752
TX	6637	Cunningham, Michael A.	Development	5733 Kirby Dr	Houston	770052407	(713) 523-7770
TX	6638	Cunningham, Michael A.	Development	5120 Bissonnet St	Bellaire	774014007	(713) 667-0668
TX	6639	Cunningham, Michael A.	Development	9119a Stella Link Rd	Houston	770253900	(713) 668-6241
TX	6641	Cunningham, Michael A.	Development	5361 W Bellfort St	Houston	770353001	(713) 723-4242
TX	6825	Cunningham, Michael A.	Development	11940 S Highway 6	Sugarland	774985723	(832) 351-2600
TX	6419	Cunningham, Michael A.	Development	7103 Fm 1488 Rd	Magnolia	773544778	(832) 934-2211
TX	8033	Cunningham, Michael A.	Development	3026 College Park Dr	The Woodlands	773848005	(936) 273-3111
TX	6554	Cunningham, Michael A.	Development	31100 Fm 2920 Rd	Waller	774848009	(936) 372-9800
TX	6645	Cunningham, Michael A.	Development	903 N Loop 336 W	Conroe	773011161	(936) 539-2288
TX	6464	Cunningham, Michael A.	Development	18446 Highway 105 W	Montgomery	773566048	(936) 582-1114
TX	8045	Cunningham, Michael A.	Development	13731 Fm 1097 Rd W	Willis	773185789	(936) 890-9070
TX	6813	Cunningham, Michael A.	Development	317 N Gulf Blvd	Freeport	775414307	(979) 233-2333
TX	6415	Cunningham, Michael A.	Development	2105 Fm 523 Rd	Oyster Creek	775418693	(979) 239-3333
TX	6666	Cunningham, Michael A.	Development	301 Brazosport Blvd N	Clute	775313705	(979) 265-1122
TX	6663	Cunningham, Michael A.	Development	100 This Way St	Lake Jackson	775665214	(979) 297-9797
TX	6492	Cunningham, Michael A.	Development	412 S 17th St	West Columbia	774863718	(979) 345-1600
TX	6500	Cunningham, Michael A.	Development	309 E Boling Hwy	Wharton	774883240	(979) 532-9600
TX	6414	Cunningham, Michael A.	Development	605 N Main St	Sweeney	774801601	(979) 548-8888
TX	6582	Cunningham, Michael A.	Development	3104 Texas Ave S	College Station	778455050	(979) 693-5200
TX	6563	Cunningham, Michael A.	Development	903 N Brooks St	Brazoria	774228252	(979) 798-1500
TX	6630	Cunningham, Michael A.	Development	409 University Dr	College Station	778401352	(979) 846-6666
TX	9260	Cunningham, Michael A.	Development	6210 Sienna Pkwy	Missouri City	77459	(281) 778-0688
TX	6629	Cunningham, Michael A.	Development	2211 E Wm J Bryan Pkwy	Bryan	778021715	(979) 774-5567
TX	8044	Cunningham, Richard P.		100 Old Rail Rd	Kaufman	751422651	(469) 376-8001
TX	8038	Cunningham, Richard P.		723 E Quinlan Pkwy	Quinlan	754748684	(903) 356-2200
TX	6408	Cunningham, Richard P.		2808 S Main St	Lindale	757717854	(903) 881-9300

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TX	6397	Cunningham, Richard P.		410 N Highway 175	Seagoville	751591854	(972) 287-6200
TX	6697	Cunningham, Richard P.		1102 Ranch Rd	Forney	751264781	(972) 552-1790
TX	8071	Cunningham, Richard P.		9661 Audelia Rd	Dallas	752382600	(214) 340-1100
TX	6755	Dain, Daniel W. Jr.		11217 Leopard St	Corpus Christi	784102636	(361) 241-5326
TX	6757	Dain, Daniel W. Jr.		1500 Wildcat Dr	Portland	783742825	(361) 777-0440
TX	6760	Dain, Daniel W. Jr.		1620 S Padre Island Dr	Corpus Christi	784161353	(361) 806-2626
TX	6752	Dain, Daniel W. Jr.		3812 S Staples St	Corpus Christi	784112300	(361) 814-4040
TX	6750	Dain, Daniel W. Jr.		2749 S Staples St	Corpus Christi	784043619	(361) 853-9800
TX	6751	Dain, Daniel W. Jr.		6601 Everhart Rd	Corpus Christi	784132200	(361) 855-3030
TX	6758	Dain, Daniel W. Jr.		2602 Waldron Rd	Corpus Christi	78418	(361) 937-2684
TX	6756	Dain, Daniel W. Jr.		2222 Airline Rd	Corpus Christi	784142644	(361) 993-4070
TX	6766	Dennis, Brian K.		3021 Woodland Hills Dr	Kingwood	773391403	(281) 358-5300
TX	6644	Dennis, Brian K.		4319 Kingwood Dr	Kingwood	773393700	(281) 360-8000
TX	6737	Dennis, Brian K.		8535 C E King Pkwy	Houston	770442064	(281) 459-3030
TX	6640	Dennis, Brian K.		14705 Woodforest Blvd	Houston	770153259	(281) 457-1400
TX	6811	Dennis, Brian K.		7036 A-1 FM 1960 Rd E	Humble	773462728	(281) 852-3000
TX	6434	Dhedhi, Danish W.		2301 N Main St	Liberty	77575	(936) 336-1900
TX	6658	Dhedhi, Wahid I.		14520 Memorial Dr	Houston	770795434	(281) 497-3977
TX	6792	Dhedhi, Wahid I.		12649 Memorial Dr	Houston	770248820	(713) 464-0708
TX	6872	Dumais, Michelle A.		2113 50th St	Lubbock	794122602	(806) 762-8484
TX	6853	Ebrahim, Mahmood		14057 Fm 2920 Rd	Tomball	773775501	(281) 351-0030
TX	6759	Ebrahim, Mahmood		3001 Avenue F	Bay City	774147101	(979) 244-4775
TX	6793	Ebrahim, Mahmood		1500 E Mulberry St	Angleton	775153913	(979) 849-6446
TX	8031	Elwell, Lucas J.		313 S Broadway St	Joshua	760582102	(817) 558-3838
TX	8032	Elwell, Lucas J.		710 N Parkway Dr	Alvarado	760093100	(817) 790-6000
TX	6614	Feland, Frank A.		719 W William Cannon Dr	Austin	787455696	(512) 440-8833
TX	6610	Feland, Frank A.		5811 Berkman Dr	Austin	787232666	(512) 929-3440
TX	8195	Feland, Frank A.		4631 Airport Blvd	Austin	787513442	(512) 374-1000
TX	6831	Funderburg, Dain F.		2619 N Bryant Blvd	San Angelo	769032860	(325) 658-2411
TX	6830	Funderburg, Dain F.		2221 W Avenue N	San Angelo	769045090	(325) 944-0581
TX	6396	Funderburg, Dain F.		2000 Dr. NW Atkinson Blvd	Alice	78332	(361) 668-6400
TX	6418	Funderburg, Dain F.		105 S Canyonwood Dr	Dripping Springs	78620	(512) 858-1616
TX	6484	Funderburg, Dain F.		1375 S Main St	Boerne	780062844	(830) 249-0024

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TX	6569	Funderburg, Dain F.		305 Sidney Baker St S	Kerrville	780286061	(830) 257-6700
TX	6466	Funderburg, Dain F.		120 Us Highway 281	Marble Falls	786545702	(830) 798-8080
TX	6497	Funderburg, Dain F.		1425 E Main St	Fredericksburg	786245330	(830) 997-4600
TX	6933	Garman, Donald H.		2380 E Park Blvd	Plano	750745149	(972) 424-4561
TX	6936	Garman, Donald H.		909 W Spring Creek Pkwy	Plano	75023	(972) 517-7000
TX	6877	Garman, Donald H.		4006 W Plano Pkwy	Plano	750935628	(972) 612-8888
TX	6932	Garman, Donald H.		3829 W Spring Creek Pkwy	Plano	75023	(972) 618-3030
TX	6957	Garman, Donald H.		1210 E Main St	Allen	75002	(972) 727-7777
TX	6926	Garman, Donald H.		6505 W Park Blvd	Plano	750936208	(972) 781-0600
TX	9252	Garman, Donald H.		3600 Communications Pkwy	Plano	75093	(972) 608-2929
TX	6879	Garner, James W.		9175 Preston Vineyard Dr	Frisco	750352169	(972) 712-4900
TX	6384	Gavitt, Robert F.		7900 N FM 620	Austin	787264015	(512) 258-7000
TX	6496	Gavitt, Robert F.		654 N US Hwy 183	Leander	78641	(512) 260-7111
TX	6592	Gavitt, Robert F.		7626 W Highway 71	Austin	787358223	(512) 288-8886
TX	6744	Gavitt, Robert F.		306 S Bell Blvd	Cedar Park	786132944	(512) 651-3512
TX	6607	Gavitt, Robert F.		8141 Mesa Dr	Austin	787598614	(512) 651-3516
TX	6613	Gavitt, Robert F.		1700 W Parmer Ln	Austin	787274604	(512) 834-1122
TX	6479	Gavitt, Robert F.		1043 Hickory Creek Blvd	Hickory Creek	750657552	(940) 321-1226
TX	6978	Gavitt, Robert F.		1940 Justin Rd	Highland Village	750772151	(972) 317-3030
TX	6749	Gavitt, Robert F.		3380 Long Prairie Rd	Flower Mound	750222839	(972) 355-2201
TX	9248	Gavitt, Robert F.		1500 W Hebron Pkwy	Carrollton	75010	(972) 395-4700
TX	6931	Gavitt, Robert F.		175 South Southwest Parkway	Lewisville	75067	(972) 436-3577
TX	6935	Gavitt, Robert F.		3733 N Josey Ln	Carrollton	750072469	(972) 492-1116
TX	6591	Gerety, James C.		1010 Lamar St	Sweetwater	795566516	(325) 235-4400
TX	9251	Gerety, James C.		5107 College Ave	Snyder	79549	(325) 573-1341
TX	6851	Gerety, James C.		2111 S Gregg St	Big Spring	797205527	(432) 267-4111
TX	6859	Gerety, James C.		2251 Linda Ave	Odessa	79763	(432) 332-3030
TX	6856	Gerety, James C.		4555 E University Blvd	Odessa	797628137	(432) 362-3030
TX	6729	Gerety, James C.		1106 E 42nd St	Odessa	797627724	(432) 367-3030
TX	8079	Gerety, James C.		1335 N Main St	Andrews	79714	(432) 523-2333
TX	6574	Gerety, James C.		9001 W University Blvd	Odessa	797648972	(432) 530-3003
TX	6995	Gerety, James C.		2410 Rankin Hwy	Midland	797011812	(432) 683-7272
TX	6855	Gerety, James C.		606 N Big Spring St	Midland	79701	(432) 685-3030

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TX	6857	Gerety, James C.		4519 N Garfield St	Midland	797053415	(432) 689-3030
TX	6858	Gerety, James C.		3300 W Illinois Ave	Midland	797036214	(432) 699-3030
TX	8080	Gerety, James C.		800 S Main St	Seminole	79360	(432) 758-3334
TX	6956	Goodwin, James E.		506 Loop 59	Atlanta	755512018	(903) 796-8281
TX	6884	Hamill, R. Brent		3907 Dyer St	El Paso	799306629	(915) 562-3500
TX	6887	Hamill, R. Brent		6633 N Mesa St	El Paso	79912	(915) 585-9500
TX	6886	Hamill, R. Brent		2128 Wedgewood Dr	El Paso	799256221	(915) 594-7555
TX	6889	Hamill, R. Brent		10048 Dyer St	El Paso	799244133	(915) 757-3433
TX	6892	Hamill, R. Brent		6920 Delta Dr	El Paso	799055520	(915) 778-4499
TX	6880	Hamill, R. Brent		5076 Doniphan Dr	El Paso	799321601	(915) 845-7500
TX	6888	Hamill, R. Brent		11660 Montwood Dr	El Paso	799360744	(915) 857-7600
TX	6890	Hamill, R. Brent		8613 Alameda Ave	El Paso	799076103	(915) 858-8500
TX	9247	Hamill, R. Brent		11400 Sean Haggerty Dr	El Paso	79934	(915) 581-3100
TX	6508	Henderson, David E.		1927 Highway 35 N	Rockport	783823344	(361) 729-4700
TX	8047	Henderson, David E.		353 S Commercial St	Aransas Pass	783361917	(361) 758-5300
TX	6864	Howell, Wesley O.		1541 N Hobart St	Pampa	790654122	(806) 665-8080
TX	6909	Ingram, David		4717 Wesley St	Greenville	754015678	(903) 455-7111
TX	6908	Ingram, David		305 E Moore Ave	Terrell	751603209	(972) 563-0511
TX	6920	Ingram, David		2200 Live Oak St	Commerce	754282405	(903) 886-2116
TX	6602	Johnson, Robert J.		1304 S Colorado St	Lockhart	786443904	(512) 398-9090
TX	6717	Johnson, Robert J.		316 S Business Ih 35	New Braunfels	781304751	(830) 629-5662
TX	6558	Langworthy, Brian A.		1219 Highway 16 S	Graham	764503809	(940) 549-9994
TX	6951	Li, Heng		3720 W Walnut Hill Lane	Dallas	75229	(972) 620-7444
TX	8054	Marshall, Selby Mark	Development	11211 Us Highway 290 E	Manor	786539703	(512) 272-8888
TX	9263	Marshall, Selby Mark	Development	910 Lee Dildy Blvd	Elgin	78621	(512) 285-4000
TX	6601	Marshall, Selby Mark	Development	1900 Guadalupe St	Austin	787055607	(512) 477-0101
TX	6605	Marshall, Selby Mark	Development	9616 N Lamar Blvd	Austin	787534152	(512) 837-7500
TX	6849	Mayhall, Dennis		6732 Jacksboro Highway	Lake Worth	76135	(817) 237-3600
TX	6967	Mayhall, Dennis		8723 Benbrook Blvd	Benbrook	761263496	(817) 249-3333
TX	6901	Mayhall, Dennis		1838 S Cooper St	Arlington	760133940	(817) 277-4444
TX	6943	Mayhall, Dennis		2817 Brown Trl	Bedford	760214105	(817) 282-4848
TX	6940	Mayhall, Dennis		4305 W Pipeline Rd	Eules	760405953	(817) 282-8484
TX	6938	Mayhall, Dennis		1201 FM 1187 E	Crowley	76036	(817) 297-9922

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TX	6946	Mayhall, Dennis		600 W Northwest Hwy	Grapevine	760518231	(817) 310-5855
TX	6982	Mayhall, Dennis		900 Henderson St.	Fort Worth	76102	(817) 335-8888
TX	6944	Mayhall, Dennis		100 S Ector Dr	Euless	760404423	(817) 355-8855
TX	6874	Mayhall, Dennis		4201 E Berry St	Ft. Worth	761055052	(817) 413-8888
TX	6941	Mayhall, Dennis		5400 Woodway Dr	Ft Worth	761332062	(817) 423-2828
TX	6821	Mayhall, Dennis		7638 McCart Ave	Ft. Worth	761336876	(817) 423-3838
TX	6947	Mayhall, Dennis		6628 Rufe Snow Dr	Ft. Worth	761482948	(817) 427-3030
TX	6818	Mayhall, Dennis		7630 N Beach St	Ft. Worth	761371299	(817) 428-1818
TX	6848	Mayhall, Dennis		807 Keller Pkwy	Keller	762482495	(817) 431-8888
TX	6896	Mayhall, Dennis		109 S Ranch House Rd	Willow Park	76087	(817) 441-6888
TX	6503	Mayhall, Dennis		3613 Ira E Woods Ave	Grapevine	760514211	(817) 442-0101
TX	6581	Mayhall, Dennis		636 Boyd Rd	Azle	760204810	(817) 444-1199
TX	6904	Mayhall, Dennis		2501 E Mayfield Rd	Arlington	76014	(817) 465-2000
TX	6921	Mayhall, Dennis		130 E Bardin Rd	Arlington	760185260	(817) 465-7777
TX	6565	Mayhall, Dennis		1151 Highway 287 South	Mansfield	76063	(817) 473-9800
TX	6815	Mayhall, Dennis		4201 Sw Green Oaks Blvd	Arlington	760174116	(817) 483-9999
TX	6696	Mayhall, Dennis		1224 N Highway 377	Roanoke	762629103	(817) 491-8588
TX	6949	Mayhall, Dennis		6612 Brentwood Stair Rd	Ft Worth	761126612	(817) 492-4545
TX	6906	Mayhall, Dennis		2177 W Green Oaks Blvd	Arlington	760135302	(817) 496-0333
TX	9256	Mayhall, Dennis		2484 Avondale Haslet Rd	Haslet	76052	(817) 529-1111
TX	6907	Mayhall, Dennis		1916 Baird Farm Rd	Arlington	760066502	(817) 548-8700
TX	6903	Mayhall, Dennis		1608 W Randol Mill Rd	Arlington	760123119	(817) 548-8888
TX	6945	Mayhall, Dennis		3201 Forest Hill Cir	Forest Hill	76140	(817) 551-5656
TX	6948	Mayhall, Dennis		8808 Camp Bowie W Blvd	Ft. Worth	76116	(817) 560-3838
TX	6942	Mayhall, Dennis		7218 Boulevard 26	Richland Hills	761808606	(817) 590-8787
TX	6966	Mayhall, Dennis		1115 Fort Worth Hwy	Weatherford	760864558	(817) 613-8585
TX	9250	Mayhall, Dennis		12412 Timberland Blvd	Ft. Worth	76244	(817) 623-0000
TX	6954	Mayhall, Dennis		2680 N Main St	Ft. Worth	761647146	(817) 624-3535
TX	6905	Mayhall, Dennis		916 Roberts Cut Off Rd	River Oaks	761142872	(817) 625-7676
TX	6939	Mayhall, Dennis		4620 Camp Bowie Blvd	Fort Worth	761073744	(817) 738-7777
TX	6965	Mayhall, Dennis		3810 E Belknap St	Fort Worth	761116012	(817) 831-7575
TX	8060	Mayhall, Dennis		717 N Holland Rd	Mansfield	760639007	(817) 842-6600
TX	6442	Mayhall, Dennis		653 N Saginaw Blvd	Saginaw	761791230	(817) 847-4444

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TX	6902	Mayhall, Dennis		2801 W Berry St	Fort Worth	761092303	(817) 921-9393
TX	6964	Mayhall, Dennis		801 Se 1st St	Mineral Wells	760675424	(940) 328-1151
TX	9262	Mayhall, Dennis		217 S Fm 156	Justin	76247	(940) 648-8383
TX	6723	McBride, Alfred Timothy		1211 N Virginia St	Port Lavaca	779792506	(361) 552-5678
TX	6721	McBride, Alfred Timothy		2007 N Laurent St	Victoria	779015414	(361) 576-4154
TX	8061	McBride, Alfred Timothy		8809 N Navarro St	Victoria	77904	(361) 485-0990
TX	6773	McCormick, Mitchel A.		943 N Expressway	Brownsville	785208670	(956) 541-4040
TX	6771	McCormick, Mitchel A.		3355 Boca Chica Blvd	Brownsville	785214201	(956) 554-7200
TX	8049	McCormick, Mitchel A.		1702 State Highway 100	Port Isabel	785782930	(956) 943-8880
TX	6780	McCormick, Mitchel A.		703 N 77 Sunshine Strip	Harlingen	785508847	(956) 428-6296
TX	8052	McCormick, Steve A.		5460 Paredes Line Rd	Brownsville	785269742	(956) 541-3800
TX	6802	Mekler, John T.		4518 Maplewood Ave	Wichita Falls	763084608	(940) 691-5818
TX	6801	Mekler, John T.		4045 Burkburnett Rd	Wichita Falls	763061912	(940) 855-8110
TX	9254	Mekler, John T.		300 S Avenue D	Burkburnett	76354	(940) 569-1000
TX	6822	Mekonnen, Mac A.		1107 W Camp Wisdom Rd	Dallas	752323403	(214) 375-3030
TX	6437	Mekonnen, Mac A.		2906 Gilmer Rd	Longview	756041826	(903) 297-9009
TX	8075	Mekonnen, Mac A.		1029 S Jackson St	Jacksonville	75766	(903) 339-6606
TX	6583	Mekonnen, Mac A.		1600 S Jefferson Ave	Mt. Pleasant	754555614	(903) 577-3030
TX	6963	Mekonnen, Mac A.		701 W Gentry Pkwy	Tyler	757024422	(903) 592-4432
TX	6438	Mekonnen, Mac A.		5371 S Broadway Ave	Tyler	757033724	(903) 597-8000
TX	6567	Mekonnen, Mac A.		2236 N Center St	Bonham	754182113	(903) 640-1530
TX	6578	Mekonnen, Mac A.		511 Us Highway 79 S	Henderson	756543611	(903) 655-2222
TX	8036	Mekonnen, Mac A.		210 Crestway St	Athens	757512136	(903) 670-3160
TX	6960	Mekonnen, Mac A.		110 Triple Creek Drive	Longview	75601	(903) 753-8939
TX	6958	Mekonnen, Mac A.		1828 Lamar Ave	Paris	754601415	(903) 785-5511
TX	6838	Mekonnen, Mac A.		1328 S Broadway St	Sulphur Springs	754824829	(903) 885-1530
TX	9245	Mekonnen, Mac A.		16669 Fm 2493	Tyler	757037941	(903) 939-0705
TX	6962	Mekonnen, Mac A.		5111 Troup Hwy	Tyler	757071919	(903) 939-3131
TX	6796	Mekonnen, Mac A.		201 N Henderson Blvd	Kilgore	756622709	(903) 983-1530
TX	6845	Mekonnen, Mac A.		101 S Hampton Rd	De Soto	751155741	(972) 223-0400
TX	8057	Mekonnen, Mac A.		1305 N Bluegrove Rd	Lancaster	75134	(972) 227-3015
TX	6834	Mekonnen, Mac A.		103 E Belt Line Rd	Cedar Hill	751042274	(972) 293-2000
TX	6463	Mekonnen, Mac A.		106 E Ovilla Rd	Red Oak	75154	(972) 617-1414

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TX	9246	Mekonnen, Mac A.		117 E Main St	Royce City	751893712	(972) 635-2099
TX	6570	Mekonnen, Mac A.		1111 George Hopper Rd	Midlothian	760655511	(972) 775-5551
TX	6952	Mekonnen, Mac A.		306 E Ennis Ave	Ennis	751194206	(972) 875-4040
TX	6741	Mekonnen, Mac A.		985 Hwy 287 Bypass	Waxahachie	751651397	(972) 923-3030
TX	9257	Mekonnen, Mac A.		711 Estes Dr	Longview	75602	(903) 553-9110
TX	6763	Merchant, Faiz		200 W Fairmont Pkwy	La Porte	775716304	(281) 470-1167
TX	8042	Merchant, Faiz		13203 Fry Rd	Cypress	774333697	(281) 758-0626
TX	8197	Merchant, Faiz		20333 Southwest Fwy	Sugar Land	77479	(281) 937-7250
TX	6675	Merchant, Faiz		1910 W 18th St	Houston	770081206	(713) 861-0141
TX	6782	Merchant, Faiz		8302 Fairbanks N Houston Rd	Houston	770647950	(713) 466-1500
TX	6656	Miller, Leroy		22001 Westheimer Pkwy	Katy	774508307	(281) 646-0290
TX	6981	Miller, Terry D.		1012 Coggin Ave	Brownwood	768013612	(325) 643-3112
TX	6724	Molina, Henry		414 N Washington St	Beeville	781023912	(361) 358-6871
TX	6765	Molina, Henry		309 E Kleberg Ave	Kingsville	783634574	(361) 595-5591
TX	6735	Montemayor, Oscar		20617 Aldine Westfield Rd	Humble	773383313	(281) 443-3030
TX	6739	Mouch, Thomas F.		5405 Avenue I	Rosenburg	774713440	(281) 342-7010
TX	8051	Mouch, Thomas F.		23930 Westheimer Pkwy	Katy	774943615	(281) 574-2070
TX	6768	Mouch, Thomas F.		1858 Fm 359 Rd	Richmond	774061296	(281) 342-8860
TX	8062	Murph, Alan D.	Development	11703 Huebner Rd	San Antonio	782301211	(210) 236-3888
TX	8064	Murph, Alan D.	Development	26108 Overlook Pkwy	San Antonio	782606046	(210) 253-8100
TX	8066	Murph, Alan D.	Development	941 S General McMullen Dr	San Antonio	782373139	(210) 278-5500
TX	8070	Murph, Alan D.	Development	1803 Vance Jackson Rd	San Antonio	782134477	(210) 278-9900
TX	8069	Murph, Alan D.	Development	6338 Old Pearsall Rd	San Antonio	78242	(210) 278-9909
TX	6712	Murph, Alan D.	Development	13402 West Ave	San Antonio	782162029	(210) 366-0983
TX	6707	Murph, Alan D.	Development	15502 Huebner Rd	San Antonio	782481023	(210) 408-5599
TX	6711	Murph, Alan D.	Development	3022 Thousand Oaks Dr	San Antonio	782473503	(210) 490-9933
TX	6572	Murph, Alan D.	Development	19903 Stone Oak Parkway	San Antonio	78258	(210) 496-1330
TX	6795	Murph, Alan D.	Development	2770 E Evans Rd	San Antonio	782592752	(210) 499-4422
TX	8063	Murph, Alan D.	Development	2490 7th St	San Antonio (Ft. Sam Hous)	78234	(210) 507-5656
TX	6800	Murph, Alan D.	Development	250 W Houston St	San Antonio	78205	(210) 527-9505
TX	6580	Murph, Alan D.	Development	103 Goliad Rd	San Antonio	782231451	(210) 533-5933
TX	6704	Murph, Alan D.	Development	8442 Fredericksburg Rd	San Antonio	782293317	(210) 616-0032
TX	6715	Murph, Alan D.	Development	15150 Nacogdoches Rd	San Antonio	782471204	(210) 646-7070

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TX	6716	Murph, Alan D.	Development	9381 Culebra Rd	San Antonio	782512808	(210) 647-4102
TX	6897	Murph, Alan D.	Development	4547 Rigsby Ave	San Antonio	782221210	(210) 648-9090
TX	6577	Murph, Alan D.	Development	17331 Interstate 35 N	Schertz	781541273	(210) 651-4336
TX	6714	Murph, Alan D.	Development	5498 Walzem Rd	San Antonio	782182125	(210) 657-2431
TX	6710	Murph, Alan D.	Development	4348 Thousand Oaks Dr	San Antonio	782172102	(210) 657-6042
TX	6703	Murph, Alan D.	Development	2921 Pat Booker Rd	Universal City	781482731	(210) 658-4703
TX	6586	Murph, Alan D.	Development	6604 Fm 78	San Antonio	782441319	(210) 661-4990
TX	6706	Murph, Alan D.	Development	7315 Marbach Rd	San Antonio	782271917	(210) 673-6840
TX	6852	Murph, Alan D.	Development	9107 Marbach Rd	San Antonio	782451802	(210) 678-0003
TX	6379	Murph, Alan D.	Development	12355 Potranco Rd	San Antonio	782535847	(210) 678-0707
TX	6705	Murph, Alan D.	Development	5748 Evers Rd	San Antonio	78238	(210) 680-0370
TX	6761	Murph, Alan D.	Development	11848 Bandera Rd	Helotes	780234132	(210) 695-4333
TX	6709	Murph, Alan D.	Development	6415 Babcock Rd	San Antonio	782492963	(210) 696-1600
TX	6594	Murph, Alan D.	Development	25291 W Interstate 10	San Antonio	782579527	(210) 698-5506
TX	6701	Murph, Alan D.	Development	129 Bandera Rd	San Antonio	782285515	(210) 733-3030
TX	6708	Murph, Alan D.	Development	7551 Mccullough Ave	San Antonio	782167402	(210) 822-2021
TX	6702	Murph, Alan D.	Development	3255 Harry Wurzbach Rd	San Antonio	782094345	(210) 828-7272
TX	8039	Murph, Alan D.	Development	2819 Palo Alto Rd	San Antonio	782114573	(210) 924-3030
TX	6700	Murph, Alan D.	Development	1425 Pleasanton Rd	San Antonio	782211192	(210) 924-9200
TX	6611	Murph, Alan D.	Development	350 N Guadalupe St	San Marcos	78666	(512) 392-3030
TX	6718	Murph, Alan D.	Development	1007 S Guadalupe St	Seguin	781556828	(830) 372-3070
TX	6797	Murph, Alan D.	Development	921 10th St	Floresville	781141866	(830) 393-7979
TX	8029	Murph, Alan D.	Development	703 Us Highway 90 E	Castroville	780095243	(830) 538-3888
TX	8037	Murph, Alan D.	Development	1320 W Oaklawn Rd	Pleasanton	780644316	(830) 569-5599
TX	6381	Murph, Alan D.	Development	19750 State Highway 46 W	Spring Branch	780706881	(830) 885-3030
TX	8074	Murph, Alan D.	Development	1451 Stewart St	Lackland AFB	782365234	(210) 599-6060
TX	8072	Murph, Alan D.	Development	6827 N Loop 1604 W	San Antonio (Chase Hill)	78249	(210) 646-6400
TX	8073	Murph, Alan D.	Development	11026 Culebra Rd	San Anotino	78253	(210) 651-4040
TX	9271	Murph, Alan D.	Development	1256 Fm 78	Schertz	78154	(210) 659-1515
TX	9269	Murph, Alan D.	Development	1290 Wonder World Dr	San Marcos	78666	(512) 392-7272
TX	6827	Palmer, Steve T.		3411 W Fm 120	Denison	750201506	(903) 463-4444
TX	6875	Palmer, Steve T.		2301 N Loy Lake Rd	Sherman	75090	(903) 868-3838
TX	6828	Palmer, Steve T.		1211 N Grand Ave	Gainesville	762402810	(940) 668-8848

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TX	9265	Palmer, Steve T.		551 N Stemmons St	Sanger	76266	(940) 458-1111
TX	6833	Randolph, Gregory A.		1926 Crockett Rd	Palestine	758015906	(903) 723-2200
TX	6970	Randolph, Gregory A.		2403 North St	Nacogdoches	759653517	(936) 569-2121
TX	6980	Randolph, Gregory A.		1521 S 1st St	Lufkin	759014719	(936) 634-5600
TX	6606	Reed, Robert A.		4201 Westbank Dr	Austin	787464454	(512) 327-1313
TX	6557	Reed, Robert A.		900 Ranch Road 620 S	Lakeway	787345615	(512) 402-9444
TX	6916	Romano, Joseph/Hafner, Richard		3312 N Buckner Blvd	Dallas	752285650	(214) 324-5394
TX	6913	Romano, Joseph/Hafner, Richard		11500 Jupiter Rd	Dallas	752182528	(214) 328-3144
TX	6915	Romano, Joseph/Hafner, Richard		2551 Fort Worth Ave	Dallas	752111723	(214) 333-2371
TX	6918	Romano, Joseph/Hafner, Richard		10909 Webb Chapel Rd	Dallas	752293734	(214) 350-4444
TX	6984	Romano, Joseph/Hafner, Richard		10910 N Central Expy	Dallas	752312155	(214) 369-7979
TX	6564	Romano, Joseph/Hafner, Richard		4880 Sunnyvale St	Dallas	752167521	(214) 376-6060
TX	6917	Romano, Joseph/Hafner, Richard		9185 Bruton Rd	Dallas	752172011	(214) 388-8300
TX	6971	Romano, Joseph/Hafner, Richard		2615 Oak Lawn Ave	Dallas	752194021	(214) 520-7100
TX	6924	Romano, Joseph/Hafner, Richard		1820 W Mockingbird Lane	Dallas	75235	(214) 634-7900
TX	6911	Romano, Joseph/Hafner, Richard		6045 Sherry Ln	Dallas	752256402	(214) 691-7511
TX	6910	Romano, Joseph/Hafner, Richard		8446 Park Ln	Dallas	752316308	(214) 691-8284
TX	6974	Romano, Joseph/Hafner, Richard		4105 Skillman St	Dallas	752065534	(214) 827-8600
TX	6977	Romano, Joseph/Hafner, Richard		4420 Gaston Ave	Dallas	752461324	(214) 828-9090
TX	6876	Romano, Joseph/Hafner, Richard		913 W Stacy Rd	Allen	75013	(469) 656-3040
TX	6937	Romano, Joseph/Hafner, Richard		709 Sunset St	Denton	762012668	(940) 323-2222
TX	6996	Romano, Joseph/Hafner, Richard		1610 Teasley Ln	Denton	762057284	(940) 442-5858
TX	6923	Romano, Joseph/Hafner, Richard		1600 N Plano Rd	Richardson	750811998	(972) 231-2200
TX	6934	Romano, Joseph/Hafner, Richard		518 W Arapaho Rd	Richardson	750804343	(972) 235-3600
TX	6927	Romano, Joseph/Hafner, Richard		13260 Josey Ln	Farmers Branch	752344980	(972) 243-1010
TX	6976	Romano, Joseph/Hafner, Richard		3319 W Walnut Hill Ln	Irving	750385007	(972) 255-2257
TX	6900	Romano, Joseph/Hafner, Richard		515 N Galloway Ave	Mesquite	751493405	(972) 289-7700
TX	6814	Romano, Joseph/Hafner, Richard		1514 Rowlett Rd	Garland	75043	(972) 303-0225
TX	6979	Romano, Joseph/Hafner, Richard		5000 Main St	The Colony	750562250	(972) 370-8181
TX	6823	Romano, Joseph/Hafner, Richard		13531 Montfort Dr	Dallas	752405100	(972) 386-7200
TX	6968	Romano, Joseph/Hafner, Richard		15203 Knoll Trail Dr	Dallas	752487078	(972) 387-3030
TX	6983	Romano, Joseph/Hafner, Richard		2220 Marsh Ln	Carrollton	750062694	(972) 416-5500
TX	6805	Romano, Joseph/Hafner, Richard		1135 E Irving Blvd	Irving	750604352	(972) 438-7780

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TX	6816	Romano, Joseph/Hafner, Richard		602 N Highway 78	Wylie	75098	(972) 442-6101
TX	6928	Romano, Joseph/Hafner, Richard		4413 W Walnut St	Garland	75042	(972) 487-1100
TX	6987	Romano, Joseph/Hafner, Richard		1529 W Buckingham Rd	Garland	750424236	(972) 530-3777
TX	6386	Romano, Joseph/Hafner, Richard		8901 Virginia Pkwy	McKinney	750715707	(972) 540-9111
TX	6806	Romano, Joseph/Hafner, Richard		1434 N Central Expy	Mckinney	750703106	(972) 548-7070
TX	6836	Romano, Joseph/Hafner, Richard		13004 Spring Oak Dr	Balch Springs	751803530	(972) 557-7100
TX	6994	Romano, Joseph/Hafner, Richard		2218 N Town East Blvd	Mesquite	751504029	(972) 613-5300
TX	6820	Romano, Joseph/Hafner, Richard		510 S Carrier Pkwy	Grand Prairie	750511513	(972) 642-4600
TX	6835	Romano, Joseph/Hafner, Richard		3725 S Carrier Pkwy	Grand Prairie	750526600	(972) 642-6100
TX	6988	Romano, Joseph/Hafner, Richard		2330 Greencrest Blvd	Rockwall	750875513	(972) 771-4092
TX	6973	Romano, Joseph/Hafner, Richard		402 E Wheatland Rd	Duncanville	751164829	(972) 780-0900
TX	6914	Romano, Joseph/Hafner, Richard		149 W Kingsley Rd	Garland	75041	(972) 840-1131
TX	6975	Romano, Joseph/Hafner, Richard		222 N Story Rd	Irving	750616775	(972) 986-1747
TX	6929	Romano, Joseph/Hafner, Richard		2419 W Illinois Ave	Dallas	752331105	(214) 330-4883
TX	8078	Romano, Joseph/Hafner, Richard		140 E Fm 544	Murphy	750944060	(214) 484-2800
TX	8068	Romano, Joseph/Hafner, Richard		8100 Lakeview Pkwy	Rowlett	750889317	(469) 304-5900
TX	6824	Romano, Joseph/Hafner, Richard		10045 N Macarthur Blvd	Irving	750635081	(972) 501-9900
TX	6854	Russek II, Ronald L.		1520 Hewitt Dr	Waco	767128495	(254) 666-0222
TX	6990	Russek II, Ronald L.		1200 Speight Ave	Waco	767062138	(254) 753-0131
TX	6991	Russek II, Ronald L.		1428 Wooded Acres Dr	Waco	767104466	(254) 776-3442
TX	6989	Russek II, Ronald L.		700 N Loop 340	Bellmead	767052589	(254) 799-3030
TX	6992	Russek II, Ronald L.		9901 China Spring Rd	Waco	76708	(254) 836-9900
TX	6894	Russek II, Ronald L.		3264 Fall Creek Hwy	Acton	760497979	(817) 326-2466
TX	6953	Russek II, Ronald L.		1151 E Highway 377	Granbury	760484009	(817) 579-1800
TX	6925	Russek II, Ronald L.		615 W Henderson St	Cleburne	760334847	(817) 641-6266
TX	6985	Russek II, Ronald L.		200 N 15th St	Corsicana	751104536	(903) 872-8301
TX	6843	Salido, Fernando		243 W Main St	Uvalde	788015505	(830) 591-1020
TX	6493	Salido, Fernando		286 S Bibb Ave	Eagle Pass	788525083	(830) 773-9797
TX	6778	Salido, Fernando		2050 N Bedell Ave	Del Rio	788408012	(830) 775-3030
TX	6893	Salido, Fernando		795 Old Hwy 77	San Benito	78586	(956) 276-9696
TX	6777	Salido, Fernando		1522 W University Dr	Edinburg	785392916	(956) 380-3030
TX	6590	Salido, Fernando		604 N Texas Blvd	Weslaco	785964804	(956) 447-4262
TX	8040	Salido, Fernando		4570 E Us Highway 83	Rio Grande City	785826572	(956) 487-8000

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TX	6585	Salido, Fernando		409 N Bryan Rd	Mission	785726293	(956) 583-8130
TX	6770	Salido, Fernando		2016 W Nolana Ave	McAllen	785044164	(956) 630-3067
TX	6730	Salido, Fernando		5110 Mcpherson Rd	Laredo	78041	(956) 726-1974
TX	6772	Salido, Fernando		611 Shiloh Dr	Laredo	780456727	(956) 726-3333
TX	6882	Salido, Fernando		1140 E Expressway 83	Pharr	785776530	(956) 783-3030
TX	6584	Salido, Fernando		3911 Loop 20	Laredo	780434710	(956) 796-0021
TX	6566	Salido, Fernando		700 N Main St	La Feria	785595209	(956) 797-2121
TX	6950	Schroepfer, Kenneth M.		602 Redwater Rd	Wake Village	755016007	(903) 838-3030
TX	6383	Schweitzer, Michael H.		10990 W Highway 29	Liberty Hill	78642	(512) 778-9010
TX	6407	See, Kevin P.		2405 Fm 423	Little Elm	750686665	(972) 292-2228
TX	8172	See, Kevin P.		2750 Preston Rd	Celina	75009	(214) 851-2222
TX	6395	See, Kevin P.		12000 Us Highway 380	Cross Roads	762272340	(940) 365-1200
TX	6847	Senior, Sheryln W.		1420 Wells Branch Parkway	Pflugerville	78660	(512) 251-0996
TX	6616	Senior, Sheryln W.		13201 Pond Springs Rd	Austin	787297159	(512) 331-7701
TX	6603	Senior, Sheryln W.		1931 E Oltorf St	Austin	787414035	(512) 447-6681
TX	6406	Senior, Sheryln W.		560 Highway 79	Hutto	786345337	(512) 759-1799
TX	6842	Sharp, Jonathan D.		1125 E N 10th St	Abilene	79601	(325) 677-3030
TX	6840	Sharp, Jonathan D.		1806 S Clack St	Abilene	796054612	(325) 695-3030
TX	6972	Tepe, Marcia A		2100 Victory Dr	Marshall	756723626	(903) 935-4383
TX	6416	Valdine, Susan M.		1708 Parkway Dr	Lubbock	794034404	(806) 741-8000
TX	6865	Vigil, Lawrence A.		2110 W 5th St	Plainview	790726936	(806) 291-9999
TX	6861	Vigil, Lawrence A.		5914 Hillside Rd	Amarillo	79109	(806) 354-8889
TX	6862	Vigil, Lawrence A.		2609 Wolflin Ave	Amarillo	791091825	(806) 358-7181
TX	6863	Vigil, Lawrence A.		1007 Ross St	Amarillo	791024405	(806) 376-6111
TX	6866	Vigil, Lawrence A.		2310 9th Ave	Canyon	790154748	(806) 655-6600
TX	6870	Vigil, Lawrence A.		1617 University Ave	Lubbock	794014417	(806) 763-3030
TX	6382	Vigil, Lawrence A.		4921 34th St	Lubbock	794102341	(806) 792-3030
TX	6871	Vigil, Lawrence A.		5407 4th St	Lubbock	794164379	(806) 792-3816
TX	6873	Vigil, Lawrence A.		5815 82nd St	Lubbock	794243646	(806) 794-5000
TX	6895	Vigil, Lawrence A.		409 E State Road 114	Levelland	793362641	(806) 894-3030
TX	6993	Wolfe, Laura M.		1256 W Washington St	Stephenville	764014114	(254) 968-5551
TX	6844	Zang, William F. Jr.		2650 Highway 36 S	Brenham	778339600	(979) 251-9063
UT	7586	Avelar, Israel V.		895 W Highway 40	Vernal	840782415	(435) 781-2121

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UT	7525	Avelar, Israel V.		750 Kearns Blvd	Park City	840605137	(435) 649-7788
UT	7588	Beadles, Jonathon G.		1 W Main St	Tremonton	843371627	(435) 257-5881
UT	7554	Beadles, Jonathon G.		725 W 1200 S	Perry	84302	(435) 734-9200
UT	7550	Beadles, Jonathon G.		1153 N Main St	Logan	84341	(435) 753-8770
UT	7553	Nielsen, Scott C.		981 S Main St	Logan	843215210	(435) 752-8900
UT	7552	Nielsen, Scott C.		398 E Pages Ln	Centerville	840142544	(801) 292-2000
UT	7528	Rasmussen, Christopher R.		460 N Main St	Heber City	840321647	(435) 654-5533
UT	7549	Riddle, Charles M.		167 North 100 West	Cedar City	847203466	(435) 586-0600
UT	7533	Riddle, Charles M.		1206 N Main St	Tooele	840749540	(435) 833-0606
UT	7597	Riddle, Charles M.		225 E Main St	Grantsville	840299031	(435) 884-9595
UT	7547	Riddle, Charles M.		887 E 100 N	Payson	846512387	(801) 465-1112
UT	7592	Riddle, Charles M.		1180 N Main St	Springville	846635617	(801) 491-7111
UT	7536	Riddle, Charles M.		1352 E Center St	Spanish Fork	846602312	(801) 798-0303
UT	9101	Snow, Randy E.		293 E Telegraph St	Washington	847802601	(435) 627-6655
UT	7555	Snow, Randy E.		987 S Bluff St	St. George	847703038	(435) 628-2228
UT	7543	Snow, Randy E.		410 W State St	Hurricane	847371968	(435) 635-3322
UT	7535	Snow, Randy E.		2311 Santa Clara Dr	Santa Clara	847655472	(435) 688-8885
VA	4296	Ambrosi, Stephen J.		41 Ford Ave	Stanardsville	22973	(434) 985-1888
VA	6056	Ambrosi, Stephen J.		501 E Main St	Louisa	230934133	(540) 967-9700
VA	6054	Ambrosi, Stephen J.		66 Joshua Ln	Palmyra	229636208	(434) 589-5525
VA	4297	Ambrosi, Stephen J.		325 Four Leaf Lane	Crozet	22903	(434) 823-7752
VA	6107	Ambrosi, Stephen J.		130 Cedar Grove Rd	Ruckersville	229683603	(434) 990-2000
VA	4247	Angulo, George A.		10649a Braddock Rd	Fairfax	220322202	(703) 352-0990
VA	4373	Angulo, George A.		7839d Rolling Rd	Springfield	221532821	(703) 455-7700
VA	4369	Angulo, George A.		6715 Backlick Rd	Springfield	221502708	(703) 866-1200
VA	4288	Barrett, Zachary D.		730 East Church St	Martinsville	24112	(276) 634-5050
VA	4289	Barrett, Zachary D.		2444 Virginia Ave	Collinsville	240782321	(276) 647-7474
VA	4286	Barrett, Zachary D.		8201 Williamson Rd	Roanoke	240196907	(540) 366-8080
VA	6097	Barrett, Zachary D.		400 Old Franklin Tpke	Rocky Mount	241515858	(540) 483-4140
VA	6049	Biggar, Shawn R.		91 Washington Square Plz	Fredericksburg	224053242	(540) 371-7212
VA	6034	Biggar, Shawn R.		840 Warrenton Rd	Fredericksburg	224061095	(540) 374-1515
VA	4356	Biggar, Shawn R.		4211 Plank Rd	Fredericksburg	224070122	(540) 786-8188
VA	4235	Biggar, Shawn R.		36103 Goodwin Dr	Locust Grove	225082029	(540) 972-3811

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VA	4300	Biggar, Shawn R.		10740 Courthouse Rd	Fredericksburg	224081601	(540) 891-0303
VA	4320	Boyle, Scott M.		445 Merrimac Trl	Williamsburg	23185	(757) 220-3770
VA	4321	Boyle, Scott M.		1220 Richmond Rd	Williamsburg	231852862	(757) 229-8885
VA	6014	Boyle, Scott M.		5251-23 John Tyler Hwy	Williamsburg	23185-8808	(757) 258-8788
VA	4358	Boyle, Scott M.		12840 Jefferson Ave	Newport News	236083018	(757) 877-3030
VA	4302	Boyle, Scott M.		15439-E Warwick Blvd	Newport News	23608-1577	(757) 887-3030
VA	6048	Carraway, Mary Lynne	Development	748 E Main St	Purcellville	201323128	(540) 338-1188
VA	4276	Carraway, Mary Lynne	Development	10059 James Madison Hwy	Warrenton	22712	(540) 439-0400
VA	4339	Carraway, Mary Lynne	Development	4811 Lee Hwy	Arlington	222072509	(703) 243-0004
VA	4333	Carraway, Mary Lynne	Development	1555 Wilson Blvd	Arlington (aka Rosslyn)	222092462	(703) 276-1400
VA	4371	Carraway, Mary Lynne	Development	9127 Lee Hwy	Fairfax	220311312	(703) 280-5950
VA	6016	Carraway, Mary Lynne	Development	10169 Hastings Dr	Manassas	201107984	(703) 330-8000
VA	4342	Carraway, Mary Lynne	Development	8641 Richmond Hwy	Alexandria	223094206	(703) 360-0700
VA	4384	Carraway, Mary Lynne	Development	10528 Lomond Dr	Manassas	201092817	(703) 368-2000
VA	4340	Carraway, Mary Lynne	Development	5418 Duke St	Alexandria	223043102	(703) 370-4400
VA	4383	Carraway, Mary Lynne	Development	201 Davis Dr	Sterling	201644417	(703) 444-4000
VA	4341	Carraway, Mary Lynne	Development	2602 Columbia Pike	Arlington	222044450	(703) 521-3030
VA	4348	Carraway, Mary Lynne	Development	1106 W Broad St	Falls Church	220462114	(703) 532-3030
VA	4347	Carraway, Mary Lynne	Development	6138 Arlington Blvd	Falls Church	220442901	(703) 533-9000
VA	4363	Carraway, Mary Lynne	Development	500 N Henry St	Alexandria	22314	(703) 548-3030
VA	4346	Carraway, Mary Lynne	Development	2923 S Glebe Rd	Arlington	22206	(703) 684-3344
VA	4317	Carraway, Mary Lynne	Development	761 Elden St	Herndon	201704639	(703) 689-3200
VA	4399	Carraway, Mary Lynne	Development	43300 Southern Walk Plz	Ashburn	201484463	(703) 726-0330
VA	4319	Carraway, Mary Lynne	Development	9912b Georgetown Pike	Great Falls	220662844	(703) 759-0200
VA	4377	Carraway, Mary Lynne	Development	8962 Burke Lake Rd	Springfield	221511004	(703) 764-2807
VA	4381	Carraway, Mary Lynne	Development	944 Edwards Ferry Rd Ne	Leesburg	201763324	(703) 771-9495
VA	4332	Carraway, Mary Lynne	Development	7732c Richmond Hwy	Alexandria	223062803	(703) 799-3030
VA	4385	Carraway, Mary Lynne	Development	14120b Lee Hwy	Centreville	20120	(703) 830-9000
VA	4394	Carraway, Mary Lynne	Development	2303 Soapstone Dr	Reston	201914422	(703) 860-4900
VA	4345	Carraway, Mary Lynne	Development	7129 Columbia Pike	Annandale	220033107	(703) 941-7900
VA	4387	Carraway, Mary Lynne	Development	5960 Kingstowne Towne Ctr	Alexandria	223155897	(703) 971-3033
VA	4378	Carraway, Mary Lynne	Development	81 W Lee Hwy	Warrenton	201862149	(540) 347-0001
VA	8082	Carraway, Mary Lynne	Development	5491 Merchants View Sq	Haymarket	201695437	(571) 261-5800

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VA	4316	Carraway, Mary Lynne	Development	2972 Chain Bridge Rd	Oakton	221243000	(703) 255-0900
VA	4318	Carraway, Mary Lynne	Development	331 Maple Ave E	Vienna	221804717	(703) 319-3300
VA	6043	Carraway, Mary Lynne	Development	43073 Peacock Market Plz	South Riding	201524444	(703) 327-9999
VA	4234	Carraway, Mary Lynne	Development	10895 Main St	Fairfax	220304714	(703) 352-9800
VA	4380	Carraway, Mary Lynne	Development	8813 Centreville Rd	Manassas	201105203	(703) 369-7733
VA	4354	Carraway, Mary Lynne	Development	20921 Davenport Dr	Sterling	201656157	(703) 430-0900
VA	4379	Carraway, Mary Lynne	Development	7772 Gunston Plz	Lorton	220791897	(703) 550-5100
VA	4343	Carraway, Mary Lynne	Development	6228 Richmond Hwy	Alexandria	223032438	(703) 721-0200
VA	4267	Carraway, Mary Lynne	Development	43330 Junction Plz	Ashburn	201473406	(703) 729-6100
VA	4228	Carraway, Mary Lynne	Development	7625 Linton Hall Rd	Gainesville	201552971	(703) 754-3000
VA	4389	Carraway, Mary Lynne	Development	13061 Lee Jackson Memorial Hwy	Fairfax	220332003	(703) 818-7100
VA	4334	Carraway, Mary Lynne	Development	4698 King St	Alexandria	223021215	(703) 820-0800
VA	4349	Carraway, Mary Lynne	Development	1420 Chain Bridge Rd	Alexandria	221013885	(703) 847-0500
VA	4365	Clise, Michael W.		419 South St	Front Royal	226302115	(540) 635-4171
VA	4361	Clise, Michael W.		724 Berryville Ave	Winchester	226015631	(540) 665-1911
VA	4294	Cobbs, Kenneth L. II	Development	3920 Wards Rd	Lynchburg	245023557	(434) 237-7788
VA	6013	Cobbs, Kenneth L. II	Development	923 Village Hwy	Rustburg	24588	(434) 332-1135
VA	4397	Cobbs, Kenneth L. II	Development	1000 Main St	Altavista	245171500	(434) 369-6767
VA	6012	Cobbs, Kenneth L. II	Development	18243 #4 Forest Rd	Lynchburg	24502	(434) 385-0404
VA	4275	Cobbs, Kenneth L. II	Development	2010 S Main St	Farmville	23901	(434) 392-3000
VA	6033	Cobbs, Kenneth L. II	Development	426 Furr St	South Hill	239709534	(434) 447-7700
VA	8088	Cobbs, Kenneth L. II	Development	1501 Lakeside Dr	Lynchburg	24501	(434) 544-8115
VA	4376	Cobbs, Kenneth L. II	Development	604 N Main St	South Boston	245923337	(434) 572-1933
VA	8096	Cobbs, Kenneth L. II	Development	1405 S Boston Rd	Danville	245405011	(434) 793-3792
VA	4280	Cobbs, Kenneth L. II	Development	111 Sandy Court	Danville	24540	(434) 836-9503
VA	8085	Cobbs, Kenneth L. II	Development	910 Main St	Lynchburg	245041608	(434) 845-6000
VA	6052	Cobbs, Kenneth L. II	Development	210 W 22nd St	Buena Vista	24416	(540) 261-1111
VA	4264	Cobbs, Kenneth L. II	Development	2227 Boulevard	Colonial Heights	238342313	(804) 520-2200
VA	4273	Cobbs, Kenneth L. II	Development	4320 W Hundred Rd	Chester	238311736	(804) 768-0303
VA	8084	Cobbs, Kenneth L. II	Development	12130 E Lynchburg Salem Tpke	Forest	245514678	(434) 525-6000
VA	8281	Cobbs, Kenneth L. II	Development	196 Ambriar Plz	Amherst	24521	(434) 946-0606
VA	8083	Cobbs, Kenneth L. II	Development	109 N Bridge St	Bedford	245231923	(540) 587-5555
VA	4239	D'Andrea, Peter P.		501 W 4th St	Salem	241533537	(540) 387-3030

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VA	4283	D'Andrea, Peter P.		3021 Brambleton Ave Sw	Roanoke	240154403	(540) 772-0020
VA	4246	Earman, Rush N. III		25 S Jefferson St	Lexington	244502117	(540) 463-7375
VA	4386	Hoadley, David		595 Madison Rd	Culpeper	227013341	(540) 825-7600
VA	4285	Hurd, Timothy A.		3003a Lee Hwy	Bristol	242025939	(276) 466-8888
VA	4238	Hurd, Timothy A.		297 Commerce Dr	Abingdon	242113838	(276) 628-7191
VA	4263	Kochensparger, Christopher H.		9451 Amberdale Dr	Richmond	232361249	(804) 276-0330
VA	4396	Kochensparger, Christopher H.		14834 Hull Street Rd	Chesterfield	23832	(804) 739-2444
VA	4244	Kochensparger, Christopher H.		135 N Madison Rd	Orange	22960	(540) 672-2300
VA	4355	Matter, Matthew		2010b Princess Anne St	Fredericksburg	224013439	(540) 371-3030
VA	4393	Mendoza, Javier J.		220 Elizabeth Dr	Stephens City	226552764	(540) 869-9669
VA	6038	Olds, Patrick C.		200 Market Dr	Emporia	23847	(434) 634-4040
VA	8095	Olds, Patrick C.		33 W Windsor Blvd	Windsor	234879521	(757) 242-4949
VA	6036	Olds, Patrick C.		1933 S Church St	Smithfield	234301852	(757) 357-6710
VA	4225	Olds, Patrick C.		1201 London Blvd	Portsmouth	237042102	(757) 393-3333
VA	4222	Olds, Patrick C.		2616 Airline Blvd	Portsmouth	237012714	(757) 465-9120
VA	4221	Olds, Patrick C.		1120 Bainbridge Blvd	Chesapeake	233242300	(757) 494-7050
VA	4359	Olds, Patrick C.		1100 Armory Dr	Franklin	238512460	(757) 562-7888
VA	4224	Olds, Patrick C.		2807 E Virginia Beach Blvd	Norfolk	235043747	(757) 629-0777
VA	4213	Olds, Patrick C.		3369 Western Branch Blvd	Chesapeake	233215105	(757) 686-5280
VA	4223	Olds, Patrick C.		540 E Constance Rd	Suffolk	234343004	(757) 934-2000
VA	4351	Painter, Mitchell T.		7076 Mechanicsville Tpke	Mechanicsville	231113629	(804) 730-9277
VA	6032	Palmeri, Christina S.		45 Beach Gate Shp Ctr	Colonial Beach	22443	(804) 224-2334
VA	6196	Palmeri, The Estate of David A.		6376 Jefferson Davis Hwy	Spotsylvania	225512488	(540) 582-7766
VA	6197	Palmeri, The Estate of David A.		7959 Kings Hwy	King George	224857075	(540) 775-9000
VA	6109	Palmeri, The Estate of David A.		17489 Jefferson Davis Hwy	Ruther Glen	225462864	(804) 448-5588
VA	8097	Palmeri, The Estate of David A.		4917 Richmond Tappahannock Hwy	Aylett	230093416	(804) 769-7000
VA	8094	Palmeri, The Estate of David A.		16631 Mountain Rd	Montpelier	231922660	(804) 883-7300
VA	8092	Phillips, Russell Keith		3215 Rock Creek Villa Dr	Quinton	231411656	(804) 932-9930
VA	4265	Phillips, Russell Keith		10403 Leadbetter Rd	Ashland	230053476	(804) 550-2555
VA	4353	Phillips, Russell Keith		401 England Street	Ashland	23005	(804) 798-7800
VA	4370	Rodgers, Mark		9532 Old Keene Mill Rd	Burke	220154208	(703) 644-2226
VA	4243	Sellers, Raymond D.		1147 5th St Sw	Charlottesville	229026464	(434) 970-7777
VA	4240	Sellers, Raymond D.		1137 Millmont St	Charlottesville	229034868	(434) 971-8383

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VA	4241	Sellers, Raymond D.		2335 Seminole Trl	Charlottesville	229018396	(434) 973-1243
VA	4242	Sellers, Raymond D.		508 Stewart St	Charlottesville	229025440	(434) 979-2656
VA	4337	Sellers, Raymond D.		14821 Spotswood Trl	Elkton	228273024	(540) 298-2220
VA	6008	Sellers, Raymond D.		2927 Stuarts Draft Hwy	Stuarts Draft	244772796	(540) 337-4200
VA	4248	Sellers, Raymond D.		31 Miller Cir	Harrisonburg	228012978	(540) 433-2300
VA	4249	Sellers, Raymond D.		41 Burgess Rd	Harrisonburg	228019731	(540) 433-3111
VA	4366	Sellers, Raymond D.		493 W Reservoir Rd	Woodstock	226642005	(540) 459-2001
VA	6015	Sellers, Raymond D.		630 N Main St	Bridgewater	228121627	(540) 828-1777
VA	4245	Sellers, Raymond D.		283 N Central Ave	Staunton	244013385	(540) 885-3311
VA	6096	Sellers, Raymond D.		105 S Timber Way	Broadway	22815	(540) 901-9001
VA	4200	Sellers, Raymond D.		105 Lew Dewitt Blvd	Waynesboro	229801661	(540) 932-0000
VA	4282	Shaw, Kevin E.		25 Williamson Rd Ne	Roanoke	240162009	(540) 345-3033
VA	4292	Shaw, Kevin E.		426 Peppers Ferry Rd Nw	Christiansburg	240735780	(540) 382-0808
VA	8093	Shaw, Kevin E.		2445 E Washington Ave	Vinton	241791590	(540) 491-9991
VA	4287	Shaw, Kevin E.		2362 Peters Creek Rd Nw	Roanoke	240171655	(540) 562-3030
VA	4291	Shaw, Kevin E.		1700 E Main St	Radford	241411760	(540) 639-6144
VA	4290	Shaw, Kevin E.		905 N Main St	Blacksburg	240603446	(540) 953-4600
VA	4281	Shaw, Kevin E.		3940 Valley Gateway Blvd	Roanoke	24012	(540) 982-1555
VA	4352	Shaw, Kevin E.		1022 E Main St	Pulaski	243015218	(540) 994-0200
VA	6058	Simmons, Brett N.		15417 Dahlgren Rd	King George	224855619	(540) 644-1414
VA	6046	Simmons, Brett N.		1824 Tappahannock Blvd	Tappahannock	22560	(804) 443-6585
VA	6057	Warner, Erner A.		6101 George Washington Memorial Hwy	Gloucester	230613751	(804) 693-6800
VA	6162	Williams, Patrick D.		1390 Broad Street Rd	Oilville	231292100	(804) 784-9060
VA	4364	Zitzer, Scott A.		9 Campbell St	Luray	228351908	(540) 743-4586
VT	3049	Jarvis, Timothy R.		49 Middle Rd	Milton	054683915	(802) 893-3333
VT	3107	Jarvis, Timothy R.		266 N Main St	St. Albans	054782500	(802) 527-5333
VT	3108	Kelly, Martin F. Jr.		748 Main St	Bennington	052012299	(802) 442-5550
VT	3106	Litwhiler, Steve C.		322 N Main St	Barre	056414122	(802) 479-2222
VT	3101	Litwhiler, Steve C.		485 Colchester Ave	Burlington	054015504	(802) 658-3333
VT	3102	Litwhiler, Steve C.		10 Farrell St	S Burlington	054036371	(802) 658-5667
VT	3105	Litwhiler, Steve C.		1548 North Ave	Burlington	054082456	(802) 658-6558
VT	3103	Litwhiler, Steve C.		19 Park St	Essex Junction	054523601	(802) 878-1111
VT	3104	Wing, John B.		24 Wales St	Rutland	057014042	(802) 775-0044

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VT	3195	Zonfrilli, Joseph V.		141 Canal St	Brattleboro	053016429	(802) 257-5010
WA	7049	Abghari, Fari		9329 N Division St	Spokane	992181226	(509) 468-2000
WA	7088	Alexander, Steven		16929 Se 270th Pl	Covington	98042	(253) 630-0000
WA	7076	Alexander, Steven		9805 224th St	Graham	98338	(253) 847-8393
WA	7041	Alexander, Steven		19679 State Route 410 E	Bonney Lake	983915202	(253) 862-3100
WA	7162	Alexander, Steven		17160 116th Ave SE	Renton	98058	(425) 235-7000
WA	7169	Alexander, Steven		108 Front St N	Issaquah	980273234	(425) 392-1003
WA	7116	Alexander, Steven		23714 222nd Pl SE	Maple Valley	98038	(425) 432-3000
WA	7155	Ancheta, Elvis T.		4020 Ne 4th St	Renton	980564114	(425) 235-6000
WA	7194	Anderson, Shane H.		1879 1st St	Cheney	990041967	(509) 235-2000
WA	7192	Anderson, Shane H.		12622 Highway 2	Airway Heights	99001	(509) 244-2555
WA	7189	Anderson, Shane H.		726 W 3rd Ave	Spokane	992014417	(509) 327-5502
WA	7068	Anderson, Shane H.		1235 N Liberty Lake Rd	Liberty Lake	990197581	(509) 444-4242
WA	7184	Anderson, Shane H.		3031 E Mission Ave	Spokane	992023626	(509) 534-1910
WA	7182	Anderson, Shane H.		5620 S Regal St	Spokane	99223	(509) 535-2433
WA	7193	Anderson, Shane H.		11510 E Sprague Ave	Spokane Valley	992065135	(509) 922-5200
WA	7035	Anderson, Shane H.		2901 N Argonne Rd	Millwood	99212	(509) 926-3555
WA	7105	Brown, Michael W.		5402 S Washington St	Tacoma	984092708	(253) 473-5450
WA	7103	Brown, Michael W.		8442 Pacific Ave S	Tacoma	98444	(253) 531-6611
WA	7104	Brown, Michael W.		12221 Pacific Ave S	Tacoma	98444	(253) 535-5000
WA	7101	Brown, Michael W.		2602 N Stevens St	Tacoma	98407	(253) 752-2300
WA	7048	Brown, Michael W.		10223 132nd St, E	Puyallup	98374	(253) 840-3000
WA	7106	Brown, Michael W.		615 E Pioneer Way	Puyallup	98372	(253) 841-7833
WA	7092	Brown, Michael W.		805 Pacific Ave	Tacoma	984025209	(253) 272-0800
WA	7091	Brown, Michael W.		11416 Canyon Rd E	Puyallup	983733205	(253) 536-6640
WA	7083	Buono, Lewis A.		845 Ne Monroe St	Pullman	991634042	(509) 332-1555
WA	7185	Covington, Jerry L.		517 S 9th Ave	Walla Walla	993623901	(509) 527-8800
WA	7070	Covington, Jerry L.		4001 Kennedy Rd	West Richland	993537353	(509) 627-2000
WA	7124	Dobb, Bryan W.		270 Se Cabot Dr	Oak Harbor	982773702	(360) 679-4141
WA	7186	Dobb, Bryan W.		211 5th St	Wenatchee	988012000	(509) 663-4681
WA	7120	Doster, Robert		1210 E Front St	Port Angeles	983624325	(360) 452-4222
WA	7160	England, Ronald D.		710 N Anderson St	Ellensburg	989263175	(509) 925-3800
WA	7067	Farmer, Christopher M.		755 W Washington St	Sequim	983823272	(360) 582-1600

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WA	7046	Farmer, Christopher M.		19118 Ne Woodinville Duvall Rd	Woodinville	980779466	(425) 844-3030
WA	7000	Farmer, Jeffrey D.		134 N 1st St	Shelton	985843569	(360) 427-8700
WA	7040	Farmer, Jeffrey D.		2605 Simpson Ave	Hoquiam	985502928	(360) 533-3500
WA	7149	Farmer, Patrick D.		17720 15th Ave Ne	Shoreline	981553804	(206) 365-6011
WA	7060	Farmer, Patrick D.		2027 196th St Sw	Lynnwood	980367073	(425) 744-0303
WA	7030	Farmer, Patrick D.		22941 Highway 99	Edmonds	980268468	(425) 776-3030
WA	7062	Farmer, Patrick D.		18811 Bothell Way Ne	Bothell	980111987	(425) 806-0303
WA	7147	Farmer, Patrick D.		302 N 125th St	Seattle	981338124	(206) 363-3911
WA	7039	Gaube, Steve		4800 Point Fosdick Dr Nw	Gig Harbor	983351711	(253) 851-1020
WA	7031	Gaube, Steve		3289 Se Lund Ave	Port Orchard	983662881	(360) 871-9000
WA	7180	Hamilton, Troy C.		14415 Se Mill Plain Blvd	Vancouver	986843543	(360) 253-0060
WA	7045	Hamilton, Troy C.		6300 Ne 117th Ave	Vancouver	986625511	(360) 254-4408
WA	7177	Hamilton, Troy C.		1218 Ne 88th St	Vancouver	986659696	(360) 574-4040
WA	7072	Hamilton, Troy C.		11 Nw 12th Ave	Battle Ground	986049123	(360) 667-0667
WA	7179	Hamilton, Troy C.		1006 W Fourth Plain Blvd	Vancouver	986602019	(360) 696-2100
WA	7056	Hamilton, Troy C.		3512 Ne 3rd Ave	Camas	986072411	(360) 835-1500
WA	7178	Hamilton, Troy C.		1723 Ne Andresen Rd	Vancouver	986616890	(360) 885-3030
WA	7167	Hines, Timothy		3802 W Court St	Pasco	993012777	(509) 547-9999
WA	7165	Hines, Timothy		4707 W Clearwater Ave	Kennewick	993362122	(509) 735-6377
WA	7166	Hines, Timothy		1408 Jadwin Ave	Richland	993543406	(509) 943-2500
WA	7137	Keller, Gregory S.	MIA	16260 Military Rd S	SeaTac	981883052	(206) 242-4444
WA	7135	Keller, Gregory S.	MIA	13450 1st Ave S	Seattle	981682625	(206) 248-3030
WA	7063	Keller, Gregory S.	MIA	714 Taylor Ave N	Seattle	981094221	(206) 285-7000
WA	7148	Keller, Gregory S.	MIA	8345 15th Ave, NW	Seattle	98117-3604	(206) 297-6757
WA	7093	Keller, Gregory S.	MIA	1800 S Jackson St	Seattle	981442178	(206) 325-3230
WA	7094	Keller, Gregory S.	MIA	2320 N 45th St	Seattle	98103	(206) 632-0700
WA	7145	Keller, Gregory S.	MIA	4436 Rainier Ave S	Seattle	98144	(206) 721-5596
WA	7144	Keller, Gregory S.	MIA	1427 Broadway	Seattle	981223854	(206) 860-9900
WA	7142	Keller, Gregory S.	MIA	6540 California Ave Sw	Seattle	981362900	(206) 932-0995
WA	7102	Keller, Gregory S.	MIA	1905 Bridgeport Way W	University Place	984664846	(253) 565-5050
WA	7122	Keller, Gregory S.	MIA	10112 Bridgeport Way Sw	Lakewood	984992302	(253) 581-3531
WA	7121	Keller, Gregory S.	MIA	3168 2nd Division Dr	Fort Lewis	98433	(253) 589-3030
WA	7128	Keller, Gregory S.	MIA	24050 Pacific Highway South	Kent	98032	(253) 839-4412

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WA	7129	Keller, Gregory S.	MIA	26019 104th Ave Se	Kent	980307031	(253) 852-3030
WA	7047	Keller, Gregory S.	MIA	2800 Milton Way	Milton	983549383	(253) 927-0303
WA	7113	Keller, Gregory S.	MIA	620 Auburn Way S	Auburn	980026000	(253) 939-3030
WA	7126	Keller, Gregory S.	MIA	1426 S 324th St	Federal Way	980038486	(253) 946-0660
WA	7108	Keller, Gregory S.	MIA	2317 Sw 336th St	Federal Way	980233823	(253) 952-3030
WA	7081	Keller, Gregory S.	MIA	1225 Center Dr	DuPont	983277731	(253) 964-3003
WA	7082	Keller, Gregory S.	MIA	Bldg 11574 A Street	Fort Lewis	98433	(253) 964-3030
WA	7127	Keller, Gregory S.	MIA	3750 Kitsap Way	Bremerton	98312	(360) 373-2020
WA	7089	Keller, Gregory S.	MIA	5401 Corporate Center Loop SE	Lacey	985035609	(360) 455-7073
WA	7115	Keller, Gregory S.	MIA	4520 E Martin Way	Olympia	98516	(360) 459-9090
WA	7037	Keller, Gregory S.	MIA	2600 Nw Randall Way	Silverdale	983839427	(360) 692-4040
WA	7077	Keller, Gregory S.	MIA	7034 State Highway 303 NE	Bremerton	98311	(360) 698-3232
WA	7051	Keller, Gregory S.	MIA	19653 7th Ave Ne	Poulsbo	983707531	(360) 779-1020
WA	7139	Keller, Gregory S.	MIA	13501 100th Ave NE	Kirkland	98034-5209	(425) 820-4660
WA	7086	Keller, Gregory S.	MIA	7328 Better Way Se	Snoqualmie	980659802	(425) 888-1676
WA	7175	Orr, David E.		1036 Washington Way	Longview	98632	(360) 636-6000
WA	7188	Pryor, Kelly W.		5525 N Alberta St	Spokane	992057001	(509) 326-8300
WA	7183	Pryor, Kelly W.		2108 E Wellesley Ave	Spokane	992074270	(509) 487-2100
WA	7123	Reickert, Cory A.		17425 Highway 99	Lynnwood	980373101	(425) 743-3030
WA	7084	Sieve, Joseph E.	Development	2724 Ne 45th St	Seattle	981055022	(206) 525-9551
WA	7080	Sieve, Joseph E.	Development	3425 Birch Bay Lynden Rd	Custer	982409507	(360) 366-4200
WA	7078	Sieve, Joseph E.	Development	1863 Main St	Ferndale	982489454	(360) 380-2100
WA	7163	Sieve, Joseph E.	Development	1600 E College Way	Mt. Vernon	982734100	(360) 428-6800
WA	7028	Sieve, Joseph E.	Development	9815 State Ave	Marysville	982702276	(360) 653-8088
WA	7069	Sieve, Joseph E.	Development	3704 172nd Street NE	Arlington	982234711	(360) 659-1120
WA	7156	Sieve, Joseph E.	Development	1301 E Sunset Dr	Bellingham	982265638	(360) 671-1050
WA	7087	Sieve, Joseph E.	Development	402 36th St	Bellingham	98225	(360) 671-8282
WA	7050	Sieve, Joseph E.	Development	19819 State Route 2	Monroe	982722352	(360) 805-9090
WA	7052	Sieve, Joseph E.	Development	118 Ferry St	Sedro Woolley	982841409	(360) 855-1000
WA	7125	Sieve, Joseph E.	Development	7601 Evergreen Way	Everett	982036424	(425) 347-2202
WA	7055	Sieve, Joseph E.	Development	303 91st Ave Ne	Lake Stevens	982582541	(425) 377-9000
WA	7085	Sieve, Joseph E.	Development	13119 Seattle Hill Rd	Snohomish	982963400	(425) 379-8000
WA	7157	Sieve, Joseph E.	Development	10575 Ne 12th St	Bellevue	980044362	(425) 453-7200

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WA	7130	Sieve, Joseph E.	Development	15920 Ne 8th St	Bellevue	980083944	(425) 644-9444
WA	7027	Sieve, Joseph E.	Development	15100 Se 38th St	Bellevue	98006	(425) 747-9766
WA	7043	Sieve, Joseph E.	Development	462 228th Ave Ne	Sammamish	980747209	(425) 836-2720
WA	7111	Sieve, Joseph E.	Development	16260 Redmond Way	Redmond	980521504	(425) 885-3030
WA	7164	Smith, Jeffrey W.		1903 South 3rd Ave	Yakima	98903	(509) 453-3000
WA	7173	Smith, Jeffrey W.		402 E Broadway Ave	Moses Lake	98837	(509) 765-6555
WA	7170	Smith, Jeffrey W.		6 Union St	Yakima	989013051	(509) 248-1000
WA	7061	Smith, Jeffrey W.		1019 Yakima Valley Hwy	Sunnyside	989441300	(509) 836-2300
WA	7171	Smith, Jeffrey W.		420 S 72nd Ave	Yakima	989081688	(509) 965-1500
WA	7168	Stidham, Daniel R.		2 E 1st Ave	Kennewick	99336	(509) 586-1000
WA	7090	Walter, Eldon R.	MIA	3225 Harrison Ave Nw	Olympia	985028704	(360) 357-2277
WA	7079	Walter, Eldon R.	MIA	10501 Creek St Se	Yelm	98597	(360) 400-2222
WA	7059	Walter, Eldon R.	MIA	533-B Custer Way Se	Tumwater	98501	(360) 754-0000
WA	7176	Walter, Eldon R.	MIA	1241 Harrison Ave	Centralia	985311878	(360) 807-6000
WI	2088	Baretz, Douglas W.		325 E North St	Waukesha	531883718	(262) 542-9330
WI	2048	Baretz, Douglas W.		719 W Wisconsin Ave	Milwaukee	532332410	(414) 271-8990
WI	2065	Baretz, Douglas W.		6918 N Teutonia Ave	Milwaukee	532092517	(414) 352-5522
WI	2078	Baretz, Douglas W.		6327 W Capitol Dr	Milwaukee	532162123	(414) 462-8999
WI	2106	Baretz, Douglas W.		2181 E Rawson Ave	Oak Creek	531541642	(414) 764-7100
WI	2015	Baretz, Douglas W.		4680 Cottage Grove Rd	Madison	537161302	(608) 222-2800
WI	2097	Baretz, Douglas W.		409 W Gorham St	Madison	537032067	(608) 255-2222
WI	2108	Baretz, Douglas W.		703 S Gammon Rd	Madison	537191301	(608) 276-7676
WI	2080	Baretz, Douglas W.		2411 Allen Blvd	Middleton	535622916	(608) 824-0800
WI	2092	Baretz, Douglas W.		3139 N Oakland Ave	Milwaukee	532113049	(414) 332-6888
WI	2008	Baretz, Douglas W.		7190 S 76th St	Franklin	531329736	(414) 425-1511
WI	2093	Baretz, Douglas W.		10714 W Oklahoma Ave	West Allis	532274144	(414) 546-1000
WI	2058	Bergeron, Bruce		706 19th St	Hudson	540162161	(715) 386-8099
WI	2005	Burton, Erik J.		2406 State Rd	Lacrosse	546016155	(608) 788-3030
WI	2107	Burton, Erik J.		224 Sand Lake Rd	Onalaska	546502775	(608) 779-3030
WI	2195	Burton, Nathaniel P.		96 E Geneva Sq	Lake Geneva	531479693	(262) 248-5050
WI	9700	Burton, Nathaniel P.		2701 18th St	Kenosha	531404666	(262) 551-0595
WI	2006	Burton, Nathaniel P.		5100 Washington Ave	Racine	534064226	(262) 637-7000
WI	2091	Burton, Nathaniel P.		3743 Douglas Ave	Racine	534023226	(262) 681-6111

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WI	2105	Burton, Nathaniel P.		5901 75th St	Kenosha	531423638	(262) 697-8247
WI	2124	Burton, Nathaniel P.		1823 E Geneva St	Delavan	531152039	(262) 728-8888
WI	2102	Burton, Nathaniel P.		2088 Milwaukee Ave	Burlington	531059734	(262) 767-0210
WI	2090	Burton, Nathaniel P.		204 Park Ave	Beloit	53511	(608) 312-2474
WI	2099	Cahee, Danny L. Jr.		8744 Us Highway 51 N	Minocqua	545489331	(715) 356-4242
WI	2121	Cahee, Danny L. Jr.		623 Lincoln St	RHINELANDER	545013539	(715) 362-2525
WI	2068	Chiodo, Steven R.		1338 W Forest Home Ave	Milwaukee	532043227	(414) 645-3303
WI	2026	Eastman, John F.		1598 Marinette Ave	Marinette	541433102	(715) 735-3900
WI	2046	Eastman, John F.		230 E Green Bay St	Shawano	541662446	(715) 524-3030
WI	2122	Forder, Mark W.		1657 Doman Dr	New Richmond	540172581	(715) 246-3030
WI	2040	Gehin, Mark E.		3033 Church St	Stevens Point	544815304	(715) 345-0901
WI	2041	Gehin, Mark E.		122 S Central Ave	Marshfield	544492833	(715) 387-3771
WI	2061	Gehin, Mark E.		1850 Dickinson Rd	De Pere	541159212	(920) 337-4850
WI	2062	Gehin, Mark E.		741 Abrams St	Green Bay	543023194	(920) 468-4700
WI	2064	Gehin, Mark E.		2710 Packerland Dr	Green Bay	543136108	(920) 494-9555
WI	2063	Gehin, Mark E.		550 N Military Ave	Green Bay	543034569	(920) 496-6020
WI	2030	Graves, William B.	Development	2301 Jackson St	Oshkosh	549011809	(920) 233-3030
WI	2109	Graves, William B.	Development	106 Shaler Dr	Waupun	53963	(920) 324-6111
WI	2032	Graves, William B.	Development	206 W Calumet St	Appleton	549154935	(920) 380-4030
WI	2037	Graves, William B.	Development	819 Schelfhout Ln	Kimberly	541362063	(920) 687-9790
WI	2034	Graves, William B.	Development	436 S Commercial St	Neenah	549562569	(920) 725-6656
WI	2111	Graves, William B.	Development	4733 Michaels Dr	Grand Chute	549138424	(920) 731-0100
WI	2033	Graves, William B.	Development	333 W Northland Ave	Appleton	549112018	(920) 738-9680
WI	2029	Graves, William B.	Development	1179 S Washburn St	Oshkosh	549048053	(920) 235-2200
WI	2035	Graves, William B.	Development	301 S Main St	Fond Du Lac	549354903	(920) 921-3800
WI	2000	Green, Troy A.		1204 Belknap St	Superior	548802845	(715) 394-7777
WI	2096	Herrington, Paul T.		920 Greenwald Ct	Mukwonago	531491754	(262) 363-3663
WI	2042	Kuhtz, Keith E.		3910 Schofield Ave	Schofield	544762380	(715) 359-3030
WI	2043	Kuhtz, Keith E.		301 S 2nd Ave	Wausau	544014632	(715) 848-2776
WI	2052	Lanier, H. Michel		705 Broadway St S	Menomonie	547512474	(715) 232-6333
WI	2053	Lanier, H. Michel		354 Chippewa Mall Dr	Chippewa Falls	547293578	(715) 726-2626
WI	2050	Lanier, H. Michel		1719 N Clairemont Ave	Eau Claire	547034966	(715) 833-3930
WI	2051	Lanier, H. Michel		3311 London Rd	Eau Claire	547017655	(715) 833-3933

Exhibit B Traditional
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Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
WI	2017	Lockhart, Eric J.		490 E Us Highway 151	Platteville	53818	(608) 348-3060
WI	2057	Lord, Robert A.		906 S Main St	West Bend	530954602	(262) 334-5577
WI	2047	Lord, Robert A.		711 N Spring St	Beaver Dam	539162041	(920) 356-0551
WI	2110	Lord, Robert A.		N112 W15800 West Mequon Rd	Germantown	53022	(262) 502-1818
WI	2070	Lord, Robert A.		1107 N 14th Ave	Sheboygan	53081	(920) 457-1500
WI	2013	Mason, Timothy E.		1585 W Main St	Sun Prairie	535901838	(608) 825-3200
WI	2076	McKee, Andrew P.		S74 W16829 W Janesville Rd	Muskego	53150	(414) 422-4800
WI	2117	Nelson, Harold J.		584 Wisconsin Dells Pkwy S.	Lake Delton	53940	(608) 253-1900
WI	2115	Nelson, Harold J.		413 Us Highway 12	Baraboo	539131194	(608) 355-5080
WI	2113	Pautz, Rachel A.		602 Washington St	Horicon	530321552	(920) 485-4555
WI	2056	Peterson, Wayne A.		118 N Main St	River Falls	540222315	(715) 425-5306
WI	2104	Scheel, Jason D.		750 E Wisconsin Ave	Oconomowoc	530663045	(262) 569-6999
WI	2021	Scheel, Jason D.		1260 Milton Ave	Janesville	535451835	(608) 758-8888
WI	2100	Scheel, Jason D.		1311 Madison Ave	Fort Atkinson	535381070	(920) 563-5663
WI	2066	Scheel, Jason D.		1009 E Main St	Watertown	530943931	(920) 262-3030
WI	2118	Shaefer, Richard M.		316-B Wolf River Plaza	New London	549619310	(920) 982-7700
WI	2072	Smith, Lee A.		1304 Eastern Ave	Plymouth	530732017	(920) 893-4800
WI	2087	Theisen, John J.		7613 W Good Hope Rd	Milwaukee	532234513	(414) 357-7775
WI	2018	Torch, John A.		509 Cottonwood Ave	Hartland	530292308	(262) 367-5444
WI	2027	Torch, John A.		17305 W Capitol Dr	Brookfield	530452005	(262) 790-8900
WI	2044	Troullier, P. Ann		511 E Grand Ave	Wisconsin Rapids	544944644	(715) 423-5555
WI	2060	Vandevort, Lynn A.		1910 Washington St	Manitowoc	542204936	(920) 683-3881
WI	2028	Wengel, David		148 S Foster Dr	Saukville	530802005	(262) 284-5522
WI	2103	Wengel, Tomme		372 Falls Rd	Grafton	530242621	(262) 376-7790
WI	2197	Werwinski, James		46 S Main St	Hartford	530271851	(262) 670-8811
WI	2114	Wyer, Sheila (Sean)		166 W Huron St	Berlin	549231548	(920) 361-7272
WI	2031	Wyer, Sheila (Sean)		120 Blackburn St	Ripon	549712400	(920) 748-7272
WV	1342	Baker, Christopher J.		344 Church St S	Ripley	252711512	(304) 372-1600
WV	1354	Clise, Michael W.		33 True Apple Way	Inwood	254283711	(304) 229-2121
WV	1339	Clise, Michael W.		502 Williamsport Pike	Martinsburg	254045705	(304) 263-3000
WV	1350	Clise, Michael W.		1002 Winchester Ave	Martinsburg	254011764	(304) 267-7600
WV	1347	Clise, Michael W.		1224 T J Jackson Dr	Falling Waters	254194646	(304) 274-3010
WV	1351	Clise, Michael W.		201 N Mildred St	Ranson	254381424	(304) 725-2095

Exhibit B Traditional
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Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
WV	1352	Clise, Michael W.		S. Mineral St and Lincoln St.	Keyser	26726	(304) 788-6400
WV	1349	Clise, Michael W.		490 N High St	Romney	267571435	(304) 822-3866
WV	1353	Clise, Michael W.		8309 Martinsburg Pike	Shepherdstown	254434400	(304) 876-2595
WV	2149	Galbraith, Richard J.		66 Valley St	Salem	264261030	(304) 782-4545
WV	1341	Galbraith, Richard J.		205 Creel St	St. Mary's	261701018	(304) 684-2684
WV	1308	Graves, William B.	Development	535 E 3rd St	Weston	264522129	(304) 269-3030
WV	1301	Graves, William B.	Development	3100 Grand Central Ave	Vienna	261051538	(304) 295-9321
WV	1316	Graves, William B.	Development	300 Pleasant St	Morgantown	265017537	(304) 296-3030
WV	1319	Graves, William B.	Development	1631 Washington St E	Charleston	253112126	(304) 343-3100
WV	1325	Graves, William B.	Development	701 Oakwood Rd	Charleston	253141760	(304) 345-0300
WV	1307	Graves, William B.	Development	1001 Morgantown Ave	Fairmont	265544337	(304) 366-7881
WV	1309	Graves, William B.	Development	47 S Kanawha St	Buckhannon	262012613	(304) 472-3030
WV	1303	Graves, William B.	Development	1814 7th St	Parkersburg	261014253	(304) 485-7501
WV	1322	Graves, William B.	Development	116 S Chestnut St	Clarksburg	263012804	(304) 624-4001
WV	1300	Graves, William B.	Development	653 Beverly Pike	Elkins	262419475	(304) 630-3030
WV	1361	Graves, William B.	Development	525 20th St	Huntington	257031541	(304) 697-3300
WV	1323	Graves, William B.	Development	2308 Cleveland Ave	Saint Albans	251772029	(304) 727-2284
WV	1318	Graves, William B.	Development	5468 Big Tyler Rd	Cross Lanes	253131146	(304) 776-3030
WV	1363	Graves, William B.	Development	450 E Main St	Bridgeport	263301847	(304) 848-2525
WV	1344	Horn, John		106 Old Fayette Rd	Oak Hill	25901	(304) 465-3030
WV	1334	Lacefield, Morgan T.		3030 Jacob St	Wheeling	260034136	(304) 232-3030
WV	1333	Lacefield, Morgan T.		77 Bridge Street Plz	Wheeling	260035209	(304) 242-1200
WV	1345	Lacefield, Morgan T.		326 S 4th Ave	Paden City	261591234	(304) 337-2223
WV	1360	Lacefield, Morgan T.		457 Main St	Follansbee	260371521	(304) 527-3030
WV	1315	Lacefield, Morgan T.		1213 Pennsylvania Ave	Weirton	260623339	(304) 797-7222
WV	1346	Lacefield, Morgan T.		N Rr 88	West Liberty	26074	(304) 336-4400
WV	1329	Lacefield, Morgan T.		275 N State Route 2	New Martinsville	261552203	(304) 455-1180
WV	1331	Lacefield, Morgan T.		144 Lafayette Ave	Moundsville	260411029	(304) 845-9065
WV	1336	Shaw, Kevin E.		700 Stafford Dr	Princeton	247402406	(304) 425-0505
WV	1362	Smith, Donald L. Jr.		941 Roosevelt Blvd	Eleanor	25070	(304) 586-2500
WV	1340	Smith, Donald L. Jr.		420 Viand St	Point Pleasant	255501124	(304) 675-5858
WV	1348	Weaver, Roy R. Jr.		307 W Main St	Grafton	263541179	(304) 265-3332
WV	1356	Wilcox, Robert C.		1932 Ritter Dr	Daniels	258329380	(304) 763-5300

Exhibit B Traditional
as of December 28, 2014

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
WV	1343	Wilcox, Robert C.		23 Nell Jean Sq	Beckley	258012200	(304) 256-3003
WY	6030	Berg, Patricia L.		3028 College Dr	Rock Springs	829014500	(307) 362-4242
WY	6060	Erwin, Allan F.		1454 Sheridan Ave	Cody	824143735	(307) 587-4781
WY	6051	Erwin, Allan F.		1538 N Main St	Sheridan	828012621	(307) 672-7401
WY	6007	Erwin, Allan F.		403 W Lakeway Rd	Gillette	827186300	(307) 682-5999
WY	6005	Erwin, Allan F.		451 W Coulter Ave	Powell	824352605	(307) 754-3211
WY	6050	Erwin, Allan F.		207 W 2nd St	Gillette	827163713	(307) 682-4999
WY	6002	Feavel, Jay B.		3610 Del Range Blvd	Cheyenne	82009	(307) 635-3030
WY	6001	Feavel, Jay B.		511 E Pershing Blvd	Cheyenne	820012811	(307) 637-3030
WY	6020	Feavel, Jay B.		309 E Flint St	Laramie	820722521	(307) 742-0030
WY	6059	Green, Donald L. Jr.		175 N 4th St	Lander	825202817	(307) 335-7070
WY	6042	Moran, Frank B.		813 E 1st St	Casper	826012615	(307) 234-4455
WY	6040	Moran, Frank B.		1540 Centennial Ct	Casper	826093401	(307) 237-6100
WY	6041	Moran, Frank B.		3141 Wyoming Blvd Sw	Casper	826044543	(307) 265-2900
WY	6019	Riddle, Charles M.		312 W Cedar St	Rawlins	823015635	(307) 328-1400
WY	6010	Riddle, Charles M.		1023 Main St	Evanston	829303442	(307) 789-7899
WY	6035	Riddle, Charles M.		1188 W Main St	Riverton	825013233	(307) 857-2033
WY	6031	Riddle, Charles M.		430 Uinta Dr	Green River	829354816	(307) 875-2020
WY	6055	Turner, David L.		520 S. Highway 89	Jackson	83001	(307) 733-0330
Guam	97351	Noble,Jay		393 S. Marine Dr.	Tamuning	96911	(671) 649-3031
Guam	97352	Noble,Jay		Lot 5360-2 New Barrigada Guam, University Square	Barrigada		(671) 734-1030
Guam	97353	Noble,Jay		Lot 1024-1 New 4, 117 Yigo Plaza Yigo, Guam	Yigo	96929	(617) 647-3030
Guam	97355	Noble,Jay		185 Mepa St,	Finegayan		(671) 637-3030
Guam	97356	Noble,Jay		Navy Exchange Guam, PSC 455, Box 178, Bldg. 2	Navy Exchange		(671) 564-3030
Puerto Rico	11658	Casteline,William		Avenue Boulevard R-A10	Levittown	00950	(787) 794-4000
Puerto Rico	11674	Casteline,William		Calle Hosta 349, Office Park #208	Mayaguez	00680	(787) 831-3030
Puerto Rico	11675	Casteline,William		Carr #1, KM 32 H 38	Caguas	00725	(787) 286-3030
Puerto Rico	11676	Casteline,William		Town Center P.R., 653 Esq. Fraternidad	Arecibo	00612	(787) 878-3030
Puerto Rico	11677	Casteline,William		Plaza Nuevo Mundo Local 5-B, Ave. Miguel A. Ponce	Ponce	00731	(787) 259-3030
Puerto Rico	11678	Casteline,William		Calle Comercio #155	Hatillo		(787) 820-3030
Puerto Rico	11679	Casteline,William		Carr. 155 Km 7.0 Xpress Oil Care	Santa Isabel		(787) 854-3434
Puerto Rico	11680	Casteline,William		Carr #2 Puerta Del Sol 7	Manati	00674	(787) 854-4000
Puerto Rico	11681	Casteline,William		Carr. 107 K.2.4	Aguadilla	00603	(787) 891-7000

Exhibit B Traditional
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Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
Puerto Rico	11683	Casteline,William		Carr #2, Plaza Vega Baja	Vega Baja	00693	(787) 855-5000
Puerto Rico	11686	Casteline,William		Ave. Industrial #1	Cayey	00736	(787) 263-3330
Puerto Rico	11687	Casteline,William		425 Mendez Vigo PIZZAZZ UNIT, Dorado Classic	Dorado	00646	(787) 796-3030
Puerto Rico	11688	Casteline,William		Plaza Notre Dame, Local 7, Ave. Luis Munoz Marin	Caguas	00725	(787) 703-3030
Puerto Rico	11689	Casteline,William		Carretera #14, Km. 5.9	Ponce		(787) 813-3030
Puerto Rico	11690	Casteline,William		Ponce by pass #2523	Ponce	00731	(787) 984-3030
Puerto Rico	11694	Casteline,William		Carretera 128 Km 2.2, Yauco Gallery Shopping Ce	Yauco	00698	(787) 492-3030
Puerto Rico	11682	Henry,Jack		Carr #3 Int. 194, Punta Del Este Food Court	Fajardo	00738	(787) 863-3131
Puerto Rico	11684	Henry,Jack		Plaza Noreste Mall, Local #2B	Loiza	00729	(787) 886-3030
Puerto Rico	11685	Henry,Jack		Plaza Triumph Mall, Carr. 3 Km 83.6	Humacao	00791	(787) 733-3300
Puerto Rico	11696	Henry,Jack		Olympic Plaza, PR #198 Km. 20.1	Las Piedras 00771		(787) 716-3030
Puerto Rico	11697	Henry,Jack		Commerce Plaza Carr, 3 esq PR 748	Costa Azul Guayama		(787) 866-5555
Puerto Rico	11651	Lieberman,Ed		Ave. Lopategui Esquina Esmeralda, Ponce de Leon	Guaynabo	00969	(787) 720-3030
Puerto Rico	11652	Lieberman,Ed		Carr. #2 Km 7.1 Barrio Juan Domingo	Guaynabo	00987	(787) 782-3030
Puerto Rico	11654	Lieberman,Ed		Ave. Monserrate, Monserrate Plaza	Carolina	00985	(787) 750-3030
Puerto Rico	11655	Lieberman,Ed		Ave. Campo Rico, Shopping Center Country Club	Carolina	00982	(787) 769-3030
Puerto Rico	11656	Lieberman,Ed		Calle #1, A-4 Rexville	Bayamon	00957	(787) 797-3030
Puerto Rico	11659	Lieberman,Ed		Calle #3, AS-56, Santa Juanita	Bayamon	00956	(787) 740-5500
Puerto Rico	11660	Lieberman,Ed		Ave. Pineiro #266	San Juan	00918	(787) 767-3131
Puerto Rico	11663	Lieberman,Ed		Calle Lodi #603, Villa Capri	Rio Piedras	00927	(787) 767-2666
Puerto Rico	11666	Lieberman,Ed		Calle Loiza #1908	Santurce	00911	(787) 726-3035
Puerto Rico	11667	Lieberman,Ed		Carr. 845 #D-39, Urb. Fairview	Rio Piedras	00976	(787) 748-3030
Puerto Rico	11668	Lieberman,Ed		Ave. San Patricio, Puerto Nuevo	Rio Piedras	00921	(787) 793-6800
Puerto Rico	11669	Lieberman,Ed		Ave. San Claudio, #410 Esq. Santa Brigida	Cupey	00926	(787) 748-0011
Puerto Rico	11670	Lieberman,Ed		Drive-Inn Plaza Shopping Center	Bayamon	00959	(787) 740-8585
Puerto Rico	11671	Lieberman,Ed		Ave. Chardon, Plaza Chardon, Local #15	Hato Rey	00917	(787) 767-0101
Puerto Rico	11672	Lieberman,Ed		Calle Del Parque #1606 Esq., Ponce De Leon	San Juan	00916	(787) 725-3000
Puerto Rico	11693	Lieberman,Ed		Plaza Encantada	Trujillo Alto		(787) 293-3030
Puerto Rico	15170	Lieberman,Ed		Luis Munoz Marin International Airport, Terminal B	Carolina 00979		(787) 791-0300
Puerto Rico	11699	Ramos,Tony		Local 14 Estacionamiento Covadonga, Viejo San J	San Juan 00901		(787) 399-3030
Puerto Rico	15171	Shops,Airport		Luis Munoz Airport Terminal C	San Juan	00937	(787) 791-0300
Puerto Rico	15172	Shops,Airport		Luis Munoz Marin Airport (Gate C)	Carolina	00979	(787) 791-0300
Virgin Islands	16173	Caputo,John and Heather		8000 Nisky Center Store #6	St Thomas	00802	(340) 776-3030

Exhibit B Traditional
as of December 28, 2014

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
Virgin Islands	16174	Caputo,John and Heather		26 Charlotte Amalie, Tutu Park Mall	St. Thomas	00802	(340) 775-3400
Virgin Islands	16172	Lieberman,Ed		Golden Rock Shopping Center, Christiansded	St. Croix	00820	(340) 773-6040

Franchise Agreements Signed but Outlet Not Opened as of December 28, 2014

CO	8650	DelGrosso, Brian		7670 5th Street	Wellington	80549	
MA	9800	Rivard, Robert P.		2 Norfolk Road	Holbrook	02343	
MI	1059	Asmar, Amer T.		535 Griswold Street, Suite 101	Detroit	48226	
MI	1142	Asmar, Amer T.		8980 N. Rodgers Dr. , SE	Caledonia	49316	
NC	8840	Fox, Aaron A.		460 Weaverville Hwy	Asheville	28804	
NC	8841	Rhodes, Gerald B.		375 Athletic Club Blvd.	Clayton	27527	
NJ	4513	Joarder, Mohammed Shamsuzzaman		862 Asbury Avenue	Ocean City	08226	
OH	2684	DePugh / Sharpe, Steve / David		515 Wagner Ave	Greenville	45331	
OR	7298	Cates, Daniel P.		1535 Franklin Boulevard	Eugene	97403	
PA	9097	Bhullar, Khushminder S.		2027 Linglestown Road	Harrisburg	17110	
TX	9261	Cunningham, Michael A.		1204 Railroad Ave., Suite 102	Georgetown	78626	
TX	9266	Li, Heng		204 E. Princeton Drive	Princeton	75407	
WA	7095	Keller, Gregory S.		11025 5th Ave NE	Seattle	98125	

EXHIBIT B-1

LIST OF DOMINO'S PIZZA FRANCHISEES - NON-TRADITIONAL

Exhibit B-1 Non-Traditional
as of December 28, 2014

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
AL	5362	Hall, Billy James		75639 Alabama Hwy 77	Lincoln	35096	(205) 763-3200
AL	5824	Osani, Charles Anthony		Von Braun Center	Huntsville	35801	(256) 534-7300
CA	8535	Talarico, Mark	Development	2198 Riverside Ave	Paso Robles	934461330	(805) 895-4082
CA	8579	Hosseini, Dariush	Area	240 W Fitzgerald Blvd, Bleg 6001	Edwards AFB	935246007	(661) 285-4034
CO	6333	Romano, Joseph A.		207 Univ Colorado At Boulder Umc	Boulder	803090001	(303) 448-1730
FL	8637	Stoeke, Jr., Arthur L.		12715 Pegasus Dr	Orlando	328160001	(407) 882-2010
FL	8613	Traenkner, Richard C.		12450 International Dr	Orlando	32821	(407) 239-1122
FL	3261	Wehbe, Freddie H.		3000 Nw 83rd St	Gainesville	326066210	(352) 505-6845
FL	8623	Wehbe, Freddie H.		University Of Florida Ben Hi	Gainesville (Univ of Fla)	32604	(352) 373-3343
GA	8886	Daniels, Jr., Alkina		Rt 2, Box 96 Highway 82	Waynesville	315669719	(912) 778-8888
LA	5206	Mueller, Glenn A.	Area	2310 N Main St	St. Martinville	70502	(337) 394-4040
MO	1681	Hurteau/Prather, Art/Marty		3505 E State Highway 76	Branson	656163554	(417) 334-7810
MO	1541	Hurteau/Prather, Art/Marty		Hammons Field	Springfield,	658023671	(417) 865-8443
MS	5987	Magee, Gregory S.		221 Highway 26 W	Poplarville	39470	(601) 403-8500
MS	5988	Magee, Gregory S.		1107 Frontage Dr E	Wiggins	395778193	(601) 928-2727
MS	6323	Barrentine, Diane		DeSoto County Civic Center	Southav e	38671	(662) 536-3636
NC	8835	Heaney,Sean Thomas		926 Brookstown Ave	Winston Salem	271013625	(336) 768-9545
NC	8837	Qasim,Osman	Development	Greensboro Colesium	Greensboro	27403	(336) 856-0411
NC	8838	Patterson,Mack	Area	Charlotte Knights Stadium	Charlotte	28273	(000) 000-0000
NM	6547	Bailey, Brian K.	Development	Shiprock Trading, Highway 64	Shiprock, Navajo Nation	87420	(505) 368-4907
NM	9300	Bailey, Brian K.	Development	Tse Bonito Service Station Store	Tse Bonito, Navajo Nation	87301	(505) 371-3600
SC	8756	Fox, Aaron A.		848 N Pamplico Hwy	Pamplico	29583	(843) 493-3030
TN	8707	Hurd,Tim		151 Speedway Blvd	Bristol	376208932	(423) 246-4040
VA	4236	Carraway, Mary Lynne	Development	Nissan Pavillion At	Bristow	20136	(703) 368-2150
VA	8090	D'Andrea, Peter P.		3095 Colonial Ave Sw	Roanoke	240154705	(540) 985-5000
VA	9921	Sellers, Raymond D.		Ray Sellers Mobile Unit	Charlottesville	24401	(434) 760-3170
Guam	97354	Noble,Jay		Tract 1427, A.B. Wonpat International Airport	Tamuning	96911	(671) 646-3030
Puerto Rico	11691	Algarin,Jose		Terminal D Gate 5 at the Luis Munoz, International	Carolina	979	(787) 791-0300
Puerto Rico	11695	Lieberman,Ed		Triumph Plaza	Humacau	791	(787) 253-0200

EXHIBIT B-2

LIST OF DOMINO'S PIZZA FRANCHISEES - TRANSITIONAL

Exhibit B-2 Transitional
as of December 28, 2014

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
FL	5031	Asmar, Amer T.	Development	204 W Alexander St	Plant City	335637156	(813) 759-9424
FL	3817	Ranson, Murphy D. III		91200 Overseas Hwy	Tavernier	33070-2531	(305) 853-2525
FL	3297	Reulbach, Anthony S.		523 N Summit St	Crescent City	321122133	(386) 698-1500
FL	8620	Stoeke, Jr., Arthur L.		4000 Central Florida Blvd	Orlando	328168005	(407) 882-1010
MS	5994	Brown, Timothy Brett	Development	272 Whaley Dr	Holly Springs	38635	(662) 252-5252
NC	8815	Huth, Robert W.		60 Cronly Rd	Delco	28436	(910) 655-0808
NC	8827	Olds, Patrick C.		205 W Granville St	Windsor	279831813	(252) 794-3433
TX	8058	Goodwin, James E.		930 James Bowie Dr	New Boston	75570	(903) 628-1415

EXHIBIT B-3

LIST OF DOMINO'S PIZZA LICENSEES

Exhibit B-3 Licensee
as of December 28, 2014

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
AR	9606	Blackwell Travel Center, LLC		100 Fishlake Rd	Atkins (Blackwell)	72823	(501) 354-4263
AR	5339	Thomas Petroleum, Inc.		207 S Whitehead Dr	DeWitt	72042	(870) 572-7353
AR	9601	Thomas Petroleum, Inc.		1021 N Center St	Lonoke	720862004	(501) 676-0965
FL	8621	Lehigh Gas-Ohio LLC		5500 N Star Ave	Panama City	324049144	(850) 841-1476
FL	8625	Lehigh Gas-Ohio LLC		1369 Jackson Ave	Chipley	32428	(850) 638-0900
FL	8882	Lehigh Gas-Ohio LLC		8140 W Highway 388	Panama City Beach	32413	(850) 588-5346
IL	2775	Patel, Gautam		1983 Brookdale Rd	Naperville	605632077	(630) 305-3330
MD	9862	Army & Air Force Exchange Serv		2790 MacArthur Rd	Ft. Meade	20755	(410) 305-8808
NC	9861	Army & Air Force Exchange Serv		1017 Canopy Lane Fort Bragg South Ct	Fort Bragg	28307	(910) 436-2244
ND	1864	FCH Fargo HI, LLC		3803 13th Ave S	Fargo	581033301	(701) 282-2700
PA	4887	Dandy Mini Marts, Inc.		6005 Rr 6	E. Towanda	188489305	(570) 265-8188
PA	9060	Dandy Mini Marts, Inc.		450 Canton St	Troy	169471410	(570) 297-2675
SC	8755	Brabham Oil Company, Inc.		2722 Highway 15N	Harleyville	29448	(843) 636-9936
SC	8758	Brabham Oil Company, Inc.		131 Independent Blvd	Hardeeville	29927	(843) 784-5030
SC	8759	Brabham Oil Company, Inc.		1688 Neeses Hwy	Orangeburg	291158737	(803) 534-3933
TN	8703	Gastown, Inc.		22090 Rhea County Hwy	Spring City	373815243	(423) 365-0100

EXHIBIT B-4

**LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM
OR WHO HAVE CLOSED OR TRANSFERRED A UNIT
BUT HAVE NOT LEFT THE SYSTEM**

Exhibit B-4
Franchisees Who Left the System as of December 28, 2014

Franchisee	Address	City	State	Zip	Phone
Afflisio, Joseph	2517 Fernwood Ave.	Roslyn	PA	19001	(215) 768-3469
Allen, Herbert Ray	7745 Woodbrook Circle #1	Naples	FL	34104	(239) 348-0347
Archer, Caleb G.	17 Enfield Dr.	Bella Vista	AR	72715	(479) 876-7373
Asmar, Amer T.	7265 Ten Hill	West Bloomfield	MI	48322	(248) 557-5454
Babar, Zakirullah U.	13 Southwood Dr.	West Hartford	CT	06110	(203) 347-5868
Baig, Irfan Bari	RR1 Box 32 Sullivan Trail	Tannersville	PA	18372	(570) 839-0466
Baker, Christopher J.	13265 Maysville Williams Road	Logan	OH	43138	(740) 385-8762
Baysal, Atila M.	1 Yorkshire Drive	Voorhees	NJ	08043	(856) 428-3900
Beard, Kevin D.	316 Palton Rd.	Bensalem	PA	19020	(267) 246-9820
Bielstein, Susan K.	2008 Crawford Street	Bellevue	NE	68005	(402) 291-0570
Bittner, Chad R.	2320 W. Pebblestone	Meridian	ID	83646	(208) 350-3451
Black, Robert L.	8120 N. Gretlein Road	Jefferson City	MO	65101	(573) 496-5470
Blalock, William D. III	4565 Lake Washington Rd.	Melbourne	FL	32934	(321) 752-0304
Bolger, Thomas C.	208 Nottingham Drive	Spring City	PA	19475	(484) 985-8115
Boyle, Scott M.	213 Fairfax Way	Williamsburg	VA	23185	(757) 817-2824
Brindley, Robert D.	200 Crestview Heights	Sylva	NC	28779	(828) 421-9252
Brown, Daniel P. Jr.	2032 Stonecreek Court	Helena	AL	35080	(205) 260-8523
Bunce, Thomas C.	1958 Chandelle Lp NE	Albuquerque	NM	87112	(505) 292-7715
Burch, David H.	For Shipping	Breckenridge	CO	80424-7399	(970) 389-0032
Burgat, Linda J.	6225 Smith Blvd. N.W.	Oklahoma City	OK	73112	(405) 557-1212
Burke, Robert R.	938 Gates-Bass Rd	Rice	VA	23966	(434) 392-3000
Burr, D. Chip E. II	19411 Oak Park Court	Baton Rouge	LA	70809	(504) 416-2344
Carraway, Mary Lynne	1321 Merchant Lane	McLean	VA	22101	(703) 734-7080
Chacon, Juancarlos	317 Westridge Ave.	Covina	CA	91724	(310) 261-3560
Christner, Todd W.	1749 NW Riverview Dr	Roseburg	OR	97471	(541) 673-2222
Cline, Rodger D.	7126 Mandarin Rd.	Sarasota	FL	34238	(941) 927-1289
Cookston, Robert L. III	75 Sterling Dr.	Bellevue	ID	83313	(203) 536-0660
Crombie, Trevor	530 North Street	Dalton	MA	01226	(413) 684-1156
Cronin, Kevin G.	522 S. Sheridan Rd.	Lakemoor	IL	60051	(847) 361-2538
Crow, Christopher David	96097 Montego Bay	Fernandina Beach	FL	32034	(904) 321-0852
D'Andrea, Peter P.	12604 Sweet Gate Lane	Knoxville	TN	37922	(704) 905-9220
Daniels, Jr., Alkina	2774 Colerain Rd.	Kingsland	GA	31548	(912) 617-1082
Dawoud, Mohammed (David)	7016 Lake Run Dr.	Birmingham	AL	35242	(205) 972-1272
Deak, Robert J.	1819 WoodLedge Dr.	State College	PA	16803	(814) 237-8991
DePalma, Joseph T.	3216 SE 34th Street	Ocala	FL	34471	(352) 369-5050
Dhedhi, Wahid I.	1706 Bright Lake	Missouri City	TX	77459	(281) 701-6894
Dobb, Bryan W.	1997 Wellington Rd in Point Roberts	Point Roberts	WA	98281	(604) 952-4500
Dobson, John A.	P.O. Box 371	Worcester	NY	12197	(607) 441-0467
Dolan, Charles S.	5756 Cole Lane	Arvada	CO	80002	(303) 421-4157
Easter, Randall L.	5508 Middleton Rd.	Durham	NC	27713	(919) 544-7784
Ebert, Gale W.	5206 Hawksbury Ln	Raleigh	NC	27606	(919) 233-5279
Erwin, Allan	2002 29th Street	Cody	WY	82414	(307) 250-3063
Esposito, Mary Perkins	143 Ramsford Lane	Simpsonville	SC	29681	(864) 234-6570
Etghayi, Farhad	41 Greensborough Drive	Jackson	TN	38305	(731) 660-7033
Farmer, Jeffrey D.	29 Harborview Ct.	Hoquiam	WA	98550	(360) 533-3500

Exhibit B-4
Franchisees Who Left the System as of December 28, 2014

Franchisee	Address	City	State	Zip	Phone
Fischler, Jarred S.	2320 Ardon Ave.	Orlando	FL	32833	(407) 568-3330
Ford (F3239), Justin L.	33420 NE 171st Court	Yacolt	WA	98675	(503) 689-1288
Fritz, Douglas B.	1111 Dover Circle	Salina	KS	67401	(785) 827-7272
Frye, Brian R.	7934 Oak Brook Circle	Pittsford	NY	14534	(585) 924-7042
Galloway, Rogers L.	2610 Glenalmond Dr.	Portage	MI	49024	(269) 324-8097
Garman, Donald H.	2075 Reese Ln.	Azle	TX	76020	(817) 829-4388
Gas Mart, Inc.	48 Morganwood Est	Elizabethtown	NC	28337	(910) 874-2008
Gaube, Steve	1 Point Fosdick Dr. NW	Gig Harbor	WA	98335	(253) 858-6302
Gerety, James C.	1802 Bates St.	Midland	TX	79707	(432) 570-1990
Gesualdi, John	70 Plumtree Road	Sunderland	MA	01375	(413) 549-7031
Ginn, James G.	511 Locust St	Hanover	PA	17331	(717) 487-8400
Grayson, Denver R.	1001 Motor Ave.	Waukesha	WI	53188	(414) 271-8990
Griffen, Meridth	122 Victoria Lane	Aptos	CA	95003	(831) 688-7630
Group, Chris H.	2859 Quail Ridge Drive	New Carlisle	OH	45344	(937) 845-8995
Haller, Deborah L.	9622 Walker Street #1	Cypress	CA	90630	(562) 493-2212
Hansen, David	7200-A Windsor Drive	Allentown	PA	18106	(919) 782-1214
Hatfield, John Michael	333 Ricciuti Dr #526	Quincy	MA	02169	(508) 735-7878
Hayes, James C.	1217 Halcyon Ct.	Sparks	NV	89436	(925) 321-1993
Holleman, Joseph T.	51 Vista Loop	Kalispell	MT	59901	(406) 756-0330
Hosseini, Dariush	25221 Prado Del Grandioso	Calabasas	CA	91302	(310) 473-6575
Howard, Albert M.	5802 Scarlett Ct.	Oak Ridge	NC	27310	(336) 299-2477
Hughes, Genevieve J.	909 Whispering Creek Ct.	Piedmont	OK	73078	(405) 435-1301
Huth, Robert W.	2312 Ocean Point Drive	Wilmington	NC	28405	(910) 799-6900
Immekus, Michael J.	4238 S. 2nd St.	Milwaukee	WI	53207	(414) 975-0738
Jali, Ammar	1742 Red Hawk Way	Bethlehem	PA	18015	(516) 232-1223
Janbakhsh, Hassan	754 Water Cliff Dr	Somerset	KY	42503	(606) 679-1222
Jarvis, Timothy R.	85 Curtis Rd.	Barre	VT	05641	(802) 318-4881
Jayne, Keith	1121 West 14th Street	Portales	NM	88130	(575) 359-2020
Jenks / Benvenuti, David/ Dominic	12 Tarbox Lane	N. Reading	MA	01864	(978) 276-0170
Johnson, Robert J.	308 Hunters Trace	New Braunfels	TX	78132	(830) 609-5779
Johnson, Stewart W.	154 Sturbridge Lane	Church Hill	TN	37642	(423) 357-2228
Kalagher, Tricia L. B.	19 Wall Street	Fitchburg	MA	01420	(978) 790-3327
Kamran, Muhammad	361 Dartmouth Ct.	Bensalem	PA	19020	(215) 244-0362
Kays, Larry D.	1406 Grandview Dr.	Warrensburg	MO	94093	(660) 429-2171
Kelly, Patrick Francis	21211 West 123rd Street	Olathe	KS	66061	(913) 685-3828
Khan, Arif Ali	707 E. 19th Street	Sterling	IL	61081	(815) 631-1682
Khan, Mohammad S.	441 Main Street, Suite 200	East Orange	NJ	07018	(973) 699-2912
Khokhar, Mohammad I.	36 Franklin Ave.	Nutley	NJ	07110	(973) 235-0296
Kolar, Cain Eli	1128 19th St W	Dickinson	ND	58601	(701) 290-0890
Kountz, Kevin J.	2926 Lake Forest Circle	Talbott	TN	37877	(865) 475-8621
Kratochwill, Mary C.	7725 Chestnut Ave.	Hammond	IN	46324	(708) 895-8848
Lacefield, Joe M.	415 Lake Placid Loop	Valley	AL	36854	(706) 302-2894
Landsteiner, Mark A.	1840 Kennedy Ct.	Northfield	MN	55057	(507) 645-5354
LeCount, Darin E.	5603 Cherokee Rd.	Meridian	MS	39305	(601) 693-3030
Leikam, II, Robert J.	901 3rd Street	Taft	CA	93268	(661) 623-3030

Exhibit B-4
Franchisees Who Left the System as of December 28, 2014

Franchisee	Address	City	State	Zip	Phone
Liaqat, Faisal	1912 Holland Ave., #2F	Bronx	NY	10462	(917) 399-9429
Lin, Feng	1551 W 3005 #69	Vernal	UT	84078	(435) 781-2121
Lopez, Jamey O.	10270 E. Taron Dr #144	Elk Grove	CA	95757	(909) 910-7937
Mabrey, Jeffrey M.	1224 Thomas St.	Macomb	IL	61455	(309) 836-1014
MacPherson, Christopher J.	171 Ambrose Street	Springfield	MA	01109	(413) 363-2996
Mak, Conan	19 Farmington Ln.	Henderson	NC	27537	(252) 226-2263
Manos, Anthony P.	1490 N. Cypress Street	La Habra Heights	CA	90631	(562) 630-0005
Marti, Jeanne M.	339 Jandel Ave NE	Hanover	MN	55341	(763) 559-7552
Martin, Roosevelt Jr.	1549 Tamarron Circle	Corona	CA	92883	(951) 453-9200
May, Shawn A.	1961 N. Morris Ct.	Estes Park	CO	80517	(970) 586-5010
Mayhall, Dennis	5914 Sabathney Rd.	Weatherford	TX	76085	(817) 632-2222
McKnight, Michael D.	8616 W Mystic Lakes	Maize	KS	67101	(316) 303-7793
McNicholas, Robert	2683 Walnut Blvd	Ashtabula	OH	44004	(440) 964-0007
Medders, Brent J.	14924 Burlingame Rd.	Little Rock	AR	72223	(501) 753-4111
Mellin, Daniel S.	570 Northampton Circle	Elk Grove	IL	60007	(847) 758-1375
Mekonnen, Mac A.	3216 Country Place	Heath	TX	75032	(972) 722-2073
Mickolio, James Dean	1604 3rd West Hill Dr.	Great Falls	MT	59404	(406) 771-1837
Mueller, Glenn A.	5 Copper Court	Long Beach	MS	39560	(228) 832-4000
Mullins, Erin M.	6242 Rock Creek Circle	Ellenton	FL	34222	(941) 981-5287
Mustafa, Raza	10336 Sundance Dr.	Yukon	OK	73099	(405) 688-4349
Namari, Said T.	7079 Highview Street	Dearborn Heights	MI	48127	(313) 655-4439
Naves, Paulo R.	27 River St.	Agawam	MA	01001	(413) 246-5258
Neichter, Gregory J.	1412 South Mason Rd.	Town & Country	MO	63131	(636) 537-1120
Ngo, Howard Hoang	1059 Reed Ave., #17	Sunnyvale	CA	94086	(408) 249-4472
Nielsen, Scott C.	PO Box 575	Providence	UT	84332	(435) 752-2367
Olson, Leo E.	1546 Livingston Dr.	Henderson	NV	89012	(406) 586-3609
Padilla, Jeff	211 Spruce Drive	Alamosa	CO	81101	(719) 589-9091
Parris, William H.	29 Bank Street	Bradford	PA	16701	(814) 598-2503
Patterson, G. Mack	5534 Lower Shoal Creek Ct.	Charlotte	NC	28277	(704) 588-2611
Paz, Kevin J.	1010 Chedworth Court	Birmingham	AL	35242	(205) 995-1087
Pendleton, Jon A.	14995 Hendricks Ln	Crown Point	IN	46307	(219) 690-1340
Plunkett, Kyle B.	17080 Copper Hill Dr	Morgan Hill	CA	95037	(408) 612-8467
Porter, David H. Sr.	31 Chadbourne Circle	Ludlow	MA	01056	(413) 583-2647
Praizner, John C.	429 Marlin St.	Folsom	PA	19033	(732) 648-1886
Price, Richard W.	5520 Willoughby Dr.	Melbourne	FL	32934	(321) 723-9057
Prouse, Donald M. Jr.	156 Mullet Run	Milford	DE	19963	(302) 424-1600
Ramia, Jose Y.	15438 Greater Grove Blvd	Clermont	FL	34714	(352) 536-2361
Ratterman, Mark B.	1 Trails End Lane	St. Louis	MO	63124	(636) 947-4433
Raza, Ali	257 College Drive	Edison	NJ	08817	(215) 364-6060
Reickert, Cory A.	5017 S. 68th St., #A	Tacoma	WA	98409	(253) 202-6645
Rice, Charles H.	2939 Dale Road	Shelby	OH	44875	(419) 529-3990
Romano, Joseph A.	590 Pine St.	Boulder	CO	80302	(303) 449-7101
Romyananda, Nickep	7221 Water's Edge	The Colony	TX	75056	(214) 750-9883
Rutledge, Ralph C.	7 Laurchris Drive	Rome	GA	30161	(706) 238-9071
Schirmer, Phillip E.	2100 Albert Pike Ste.E	Hot Springs	AR	71913	(501) 620-4222

Exhibit B-4
Franchisees Who Left the System as of December 28, 2014

Franchisee	Address	City	State	Zip	Phone
Schloemann, Chris A.	626 South Maplewood Drive	Midland	MI	48640	(989) 615-2773
Schweitzer, Michael H.	118 Stable Oaks Dr.	Liberty Hill	TX	78642	(512) 778-9350
See, Kevin P.	2205 Lariat Trail	Frisco	TX	75034	(469) 363-7827
Shifflett, Juan Jason	4224 Summers Place	Olive Branch	MS	38654	(662) 890-5505
Shop Rite, Inc.	P.O. Drawer 1349	Crowley	LA	70527	(337) 783-8696
Silverberg, Craig R.	4095 Roderigo Ave.	North Port	FL	34286	(941) 408-6735
Smith, S. Tilden	1341 Cedar Brook Lane	Moore	OK	73170	(405) 222-5212
Soria, Alexander I.	2550 Stag Run Blvd, Apt 322	Clearwater	FL	33765	(813) 855-3030
Spatola, Robert T.	110 SE 3rd Street	Cape Coral	FL	33990	(239) 574-4322
Stelser, Fernando J.	4 Oak Grove Ave.	Bath	ME	04530	(978) 771-7991
Stoeke, Jr., Arthur L.	1958 Mikler Rd	Oviedo	FL	32765	(321) 432-1600
Stringham, Ronald D.	411 New Castle Ct.	Morganville	NJ	07751	(732) 332-0305
Stroh, Jeffrey T.	613 Vancurry Lane	Knoxville	TN	37934	(865) 406-0371
Sumon, Ahad A.	315 South Delsea Drive	Clayton	NJ	08312	(609) 774-2906
Talarico, Mark D.	6893 Evening Song Ct	Goleta	CA	93117	(805) 895-4082
Tapia, Fernando	8940 Hildreth Ave.	South Gate	CA	90280	(562) 522-6925
Taylor, Robert III	833 Lenape Rd.	West Chester	PA	19382	(610) 296-0200
Teel, Ricky E.	1875 Ferrylake Rd.	Tifton	GA	31794	(229) 387-9815
Thomas Petroleum, Inc.	3956 Hwy. 121 S.	Aubrey	AR	72311	(870) 572-7353
Thomas, Paul L.	204 Farriers Lane	Jamestown	NC	27282	(336) 706-6863
Traenkner, Richard C.	6507 Cottage Ln.	St. Cloud	FL	34771	(407) 342-4741
Trimble, James H.	P.O. Box 2207	Prestonsburg	KY	41653	(606) 259-3243
Trishell, Ronnie S.	14006 Green Teal Ln.	Houston	TX	77039	(713) 819-2175
Vahidi, Hadi	101 Connolly Dr	Milltown	NJ	08850	(732) 940-0027
Vicknair, Sandra	23055 Country River Drive	Ponchatoula	LA	70454	(985) 370-7277
Walker, Robby A.	1742 Sharpton Road, NE	Cullman	AL	35055	(256) 739-2167
Watson, Jessy R.	905 Z Ave.	La Grande	OR	97850	(541) 910-6447
Wengel, David	917 Valley View Ct	Fredonia	WI	53021	(414) 507-5566
Whiting, Troy A.	863 Haven Crest Circle	Grand Junction	CO	81506	(970) 242-0098
Wilcox, David	125 Santa Rosa Ave.	Pacifica	CA	94044	(415) 821-9700
Wilson, Rita D.	913 S. 12th St.	Burlington	IA	52601	(319) 752-5566
Zadeh, Jeff	325 Speen St. Apt. 711	Natick	MA	01760	(508) 481-5335
Zaidi, Syed S.	737 Grove Ave.	Edison	NJ	08820	(732) 662-3241
Zang, William F. Jr.	9931 Beacon Crossing Lane	Cypress	TX	77433	(281) 256-9689
Zhai, Jack S.	8 Alpine Dr	Kennelon	NJ	07405	(973) 492-9300

This list includes franchisees of outlets that were terminated, not renewed, transferred or otherwise left the system. Certain of these franchisees continue to operate other outlets under franchise agreements with us.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT C

**DOMINO'S PIZZA FRANCHISING LLC
FINANCIAL STATEMENTS**

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY

Consolidated Financial Statements

As of December 28, 2014 and December 29, 2013





Independent Auditor's Report

To the Board of Managers and Member
of Domino's Pizza Franchising LLC:

We have audited the accompanying consolidated financial statements of Domino's Pizza Franchising LLC and its subsidiary, which comprise the consolidated balance sheets as of December 28, 2014 and December 29, 2013, and the related consolidated statements of income, member's interest and cash flows for the three years ended December 28, 2014.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Domino's Pizza Franchising LLC and its subsidiary at December 28, 2014 and December 29, 2013, and the results of their operations and their cash flows for the three years ended December 28, 2014 in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "PricewaterhouseCoopers LLP".

March 24, 2015

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS
(In thousands)

<u>ASSETS</u>	<u>December 28, 2014</u>	<u>December 29, 2013</u>
CURRENT ASSETS:		
Cash and cash equivalents	\$ -	\$ -
Restricted cash and cash equivalents	1,078	764
Accounts receivable, net of reserves of \$251 in 2014 and \$392 in 2013	3,751	2,944
Accounts receivable from affiliated companies	133	3,820
Prepaid expenses and other	28	31
Notes receivable, net of reserves of \$534 in 2014 and \$342 in 2013	1,996	1,812
Deferred income taxes	276	270
	-----	-----
Total current assets	7,262	9,641
	-----	-----
PROPERTY, PLANT AND EQUIPMENT		
Land and buildings	17,831	14,838
Construction in progress	-	1,492
	-----	-----
Less-accumulated depreciation	(11,761)	(11,000)
	-----	-----
Property, plant, and equipment, net	6,070	5,330
	-----	-----
OTHER ASSETS:		
Notes receivable, net of reserves of \$383 in 2014 and \$384 in 2013	-	901
Deferred income taxes	1,970	2,338
	-----	-----
Total other assets	1,970	3,239
	-----	-----
Total assets	\$ 15,302	\$ 18,210
	=====	=====

The accompanying notes are an integral part of these consolidated statements.

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS
(In thousands)

<u>LIABILITIES AND MEMBER'S INTEREST</u>	<u>December 28,</u> <u>2014</u>	<u>December 29,</u> <u>2013</u>
CURRENT LIABILITIES:		
Accounts payable and other accrued liabilities	\$ 343	\$ 327
Accounts payable to affiliated companies	1,696	739
	-----	-----
Total current liabilities	2,039	1,066
	-----	-----
MEMBER'S INTEREST:		
Member's interest	13,263	17,144
	-----	-----
Total member's interest	13,263	17,144
	-----	-----
Total liabilities and member's interest	\$ 15,302	\$ 18,210
	=====	=====

The accompanying notes are an integral part of these consolidated statements.

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF INCOME
(In thousands)

	For the Years Ended		
	December 28, 2014	December 29, 2013	December 30, 2012
REVENUES:			
Franchise royalties and fees	\$ 162,062	\$ 134,774	\$ 112,134
Total revenues	162,062	134,774	112,134
OPERATING EXPENSES:			
Depreciation and amortization	768	704	593
Management fee	18,865	16,668	14,636
Benefit for uncollectible accounts and notes receivable subsequently collected	(367)	(560)	(420)
Other	205	185	141
Total operating expenses	19,471	16,997	14,950
INCOME FROM OPERATIONS	142,591	117,777	97,184
INTEREST INCOME	-	-	2
INCOME BEFORE PROVISION FOR INCOME TAXES	142,591	117,777	97,186
PROVISION FOR INCOME TAXES	52,606	43,563	35,779
NET INCOME	\$ 89,985	\$ 74,214	\$ 61,407
	=====	=====	=====

The accompanying notes are an integral part of these consolidated statements.

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF MEMBER'S INTEREST
(In thousands)

BALANCE AT JANUARY 1, 2012	\$ 16,688
Net income	61,407
Capital contributions	7,878
Distributions	(103,391)
Reclassification of income taxes payable to Parent (Note 4)	35,243

BALANCE AT DECEMBER 30, 2012	17,825
Net income	74,214
Capital contributions	130
Distributions	(118,569)
Reclassification of income taxes payable to Parent (Note 4)	43,544

BALANCE AT DECEMBER 29, 2013	17,144
Net income	89,985
Capital contributions	251
Distributions	(146,361)
Reclassification of income taxes payable to Parent (Note 4)	52,244

BALANCE AT DECEMBER 28, 2014	\$ 13,263
	=====

The accompanying notes are an integral part of these consolidated statements.

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	For the Years Ended		
	December 28, 2014	December 29, 2013	December 30, 2012
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	\$ 89,985	\$ 74,214	\$ 61,407
Adjustments to reconcile net income to net cash provided by operating activities-			
Depreciation and amortization	768	704	593
Loss on sale/disposal of assets	1	3	-
Benefit for uncollectible accounts and notes receivable subsequently collected	(367)	(560)	(420)
Provision from deferred income taxes	362	19	536
Reclassification of taxes payable to capital contribution (Note 4)	52,244	43,544	35,243
Changes in operating assets and liabilities-			
(Increase) decrease in accounts receivable	2,988	(1,300)	(1,477)
(Increase) decrease in prepaid expenses and other	3	-	(40)
Increase in accounts payable and accrued liabilities	948	882	157
Net cash provided by operating activities	146,932	117,506	95,999
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property, plant and equipment	(1,484)	(1,496)	(225)
Repayments of notes receivable	1,152	2,476	2,177
Change in restricted cash	(314)	(204)	5,440
Net cash provided by (used in) investing activities	(646)	776	7,392
CASH FLOWS FROM FINANCING ACTIVITIES:			
Distributions	(146,286)	(118,282)	(103,391)
Net cash used in financing activities	(146,286)	(118,282)	(103,391)
CHANGE IN CASH AND CASH EQUIVALENTS	-	-	-
CASH AND CASH EQUIVALENTS, AT BEGINNING OF PERIOD	-	-	-
CASH AND CASH EQUIVALENTS, AT END OF PERIOD	\$ -	\$ -	\$ -

The accompanying notes are an integral part of these consolidated statements.

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(1) DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

Domino's Pizza Franchising LLC (the Company) is a single member Delaware limited liability company and is a wholly-owned subsidiary of Domino's Pizza Master Issuer LLC (the Parent), whose ultimate parent is Domino's Pizza, Inc. (DPI). The Company commenced operations on April 17, 2007. The Company is primarily engaged in franchising certain Domino's Pizza stores in the United States. Revenues are derived from the receipt of royalties and, to a lesser extent, franchise and related fees from Domino's Pizza stores in the United States opened after April 17, 2007, the date the Company commenced operations, as well as all other Domino's Pizza stores in the United States whose underlying franchise contracts were renewed after April 17, 2007.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company and its subsidiary. All significant intercompany accounts and transactions have been eliminated.

Fiscal Year

The Company's fiscal year ends on the Sunday closest to December 31. The 2014 fiscal year ended December 28, 2014, the 2013 fiscal year ended December 29, 2013, and the 2012 fiscal year ended December 30, 2012. The 2014, 2013 and 2012 fiscal years consisted of fifty-two weeks.

Restricted Cash and Cash Equivalents

The restricted cash and cash equivalents balance was \$1.1 million in 2014 and \$0.8 million in 2013. All cash is restricted under the debt agreements (Note 3).

Accounts Receivable / Accounts Payable with Affiliated Companies

Accounts receivable from affiliated companies represent amounts owed to the Company by other subsidiaries of DPI. Accounts payable to affiliated companies represent amounts due to subsidiaries of DPI by the Company.

Notes Receivable

During the normal course of business, the Company may provide financing to franchisees in the form of notes. Notes receivable generally require monthly payments of principal and interest, or monthly payments of interest only, generally ranging from 8% to 10%, with balloon payments of the remaining principal due two to seven years from the original issuance date. Such notes are generally secured by the related assets or business. The carrying amounts of these notes approximate fair value.

Allowances for Uncollectible Receivables.

We closely monitor our accounts and notes receivable balances and provide allowances for uncollectible amounts as a result of our reviews. These estimates are based on, among other factors, historical collection experience and a review of our receivables by aging category. Additionally, we may also provide allowances for uncollectible receivables based on specific customer collection issues that we have identified.

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(continued)

Property, Plant and Equipment

Additions to property, plant and equipment are recorded at cost. Repair and maintenance costs are expensed as incurred. Depreciation and amortization expense for financial reporting purposes is recorded using the straight-line method over the estimated useful lives of the related assets. Estimated useful lives are generally as follows (in years):

Buildings	20
Leasehold and other improvements	7 – 15
Equipment	3 – 15

Distributions

The Company is required to distribute its excess cash flows to the Parent pursuant to an operating agreement with the Parent. The Parent uses the funds distributed to it by the Company to, among other things, service its debt obligations. The Company distributed \$146.3 million, \$118.3 million and \$103.4 million in 2014, 2013 and 2012, respectively, pursuant to this operating agreement. Intercompany receivables of \$3.7 million were included in distributions to the Parent in 2014. Additionally, non-cash reductions to notes receivable of \$0.1 million and a \$0.3 million were included in distributions for 2014 and 2013, respectively.

Capital Contributions

Notes receivable of approximately \$0.3 million, \$0.1 million and \$0.4 million were contributed to the Company in 2014, 2013 and 2012, respectively. In connection with the 2012 Recapitalization (Note 3), property, plant, and equipment of \$4.9 million and deferred tax assets of \$1.8 million were also contributed to the Company. Additionally, \$0.8 million of accrued liabilities were assumed by the Parent in 2013.

Revenue Recognition

Franchise royalty and fee revenues are primarily comprised of royalties from certain Domino's Pizza franchisees with operations in the United States and are recognized when the related items are delivered to or carried out by franchise store customers.

Management Fee

The Parent and its subsidiaries are party to a servicing agreement with Domino's Pizza LLC (the Manager) whereby the Manager will service new and existing franchise agreements, certain intellectual property and distribution assets for the Domino's Pizza system.

The Parent and subsidiaries are obligated to pay a total annual fee to the Manager in an amount equal to the sum of (i) \$26.5 million, (ii) \$600,000 for every 100 Domino's Pizza domestic stores open, and (iii) a 2% increase as of each anniversary of the initial closing date of March 16, 2012. The Company's portion of the management fee was allocated based on its percentage of earnings before interest, taxes, depreciation and amortization in comparison to the other subsidiaries of the Parent. Management believes this allocation method to be reasonable. The Company paid approximately \$18.9 million, \$16.7 million, and \$14.6 million in 2014, 2013 and 2012, respectively, for this management fee.

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(continued)

Fair Value Measurements

Fair value measurements enable the reader of the financial statements to assess the inputs used to develop those measurements by establishing a hierarchy for ranking the quality and reliability of the information used to determine fair values. The Company classifies and discloses assets and liabilities carried at fair value in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

As of December 28, 2014 and December 29, 2013, there were no assets or liabilities subject to level 1, 2 or 3 measurement.

New Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update 2014-09, Revenue from Contracts with Customers. This guidance outlines a single, comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance issued by the FASB, including industry specific guidance. The guidance is effective for interim and annual reporting periods beginning on January 1, 2018, and permits the use of either the retrospective or cumulative effect transition method. Early adoption is prohibited. The Company is evaluating the effect that this guidance will have on its consolidated financial statements and related disclosures.

Accounting standards that have been issued by the FASB or other standards-setting bodies that do not require adoption until a future date are not expected to have a material impact on our consolidated financial statements upon adoption.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

The Company evaluated subsequent events occurring after December 28, 2014 through the date the financial statements were available to be issued on March 24, 2015. Based on this evaluation, the Company determined there were no subsequent events that required recognition or disclosure.

(2) **INCOME TAXES**

The Company is a single member limited liability company and is treated as a disregarded entity for federal and state income tax purposes. For financial reporting purposes, the Company accounts for income taxes as if it files its own federal and state income tax returns. As required by authoritative accounting guidance, the Company recognizes the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the "more likely than not" threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority. As of December 28, 2014 and December 29, 2013, the Company had no unrecognized tax benefits. The Company recognizes accrued interest related to unrecognized tax benefits in interest expense and penalties in income tax expense.

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(continued)

The differences between the United States Federal statutory income tax provision (using the statutory rate of 35%) and the Company's provision for income taxes for 2014, 2013 and 2012 are summarized as follows (in thousands):

	<u>2014</u>	<u>2013</u>	<u>2012</u>
Federal income tax provision based on the statutory rate	\$ 49,907	\$ 41,222	\$ 34,015
State and local income taxes, net of related Federal income taxes	2,699	2,341	1,764
	-----	-----	-----
	\$ 52,606	\$ 43,563	\$ 35,779
	=====	=====	=====

The components of the 2014, 2013 and 2012 provision for income taxes are as follows (in thousands):

	<u>2014</u>	<u>2013</u>	<u>2012</u>
Provision for Federal income taxes –			
Current provision	\$ 48,123	\$ 39,934	\$ 32,580
Deferred provision	342	23	503
	-----	-----	-----
Total provision for Federal income taxes	48,465	39,957	33,083
Provision for state and local income taxes –			
Current provision	4,121	3,610	2,663
Deferred (benefit) provision	20	(4)	33
	-----	-----	-----
Total provision for state and local income taxes	4,141	3,606	2,696
	-----	-----	-----
	\$ 52,606	\$ 43,563	\$ 35,779
	=====	=====	=====

As of December 28, 2014 and December 29, 2013 the significant components of net deferred income taxes are as follows (in thousands):

	<u>2014</u>	<u>2013</u>
Deferred Federal income tax assets –		
Depreciation	\$ 1,435	\$ 1,803
Bad debt reserves	555	529
Other accruals and reserves	140	140
	-----	-----
Net deferred Federal income tax asset	2,130	2,472
Net deferred state and local income tax asset	116	136
	-----	-----
Net deferred income taxes	\$ 2,246	\$ 2,608
	=====	=====

Realization of the Company's deferred tax assets is dependent upon many factors, including, but not limited to, the Company's ability to generate sufficient future taxable income. Although realization of the Company's net deferred tax assets is not assured, management believes it is more likely than not that the net deferred tax assets will be realized. On an ongoing basis, management will assess whether it remains more likely than not that the net deferred tax assets will be realized.

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(continued)

(3) DPI RECAPITALIZATION AND COMPANY GUARANTEES OF RELATED DEBT OBLIGATIONS

In March of 2012, DPI completed a recapitalization (the 2012 Recapitalization) in which certain of DPI's subsidiaries, including the Company, replaced the outstanding 2007 fixed rate notes and variable funding notes with a new securitized financing facility. Through a new asset-backed securitization, certain of DPI's subsidiaries placed \$1.575 billion of 5.216% Series 2012-1 Fixed Rate Senior Secured Notes, Class A-2 (Fixed Rate Senior Notes) and \$100 million Series 2012-1 Variable Funding Senior Notes, Class A-1 (VFN) in a private placement transaction. The securitized notes were issued by the Parent which holds substantially all of DPI's revenue-generating assets, excluding Company-owned stores. The Fixed Rate Senior Notes have an anticipated maturity of seven years and a legal maturity of 30 years. The Company has, along with certain other affiliates, guaranteed the interest and principal obligations of the Fixed Rate Senior Notes and the accompanying \$100 million VFN. The Fixed Rate Senior Notes and the VFN have been secured, in part, by the Company's assets.

The 2012 Recapitalization required certain assets with a carrying value of \$4.9 million to be contributed to the Company by the Manager. Domino's RE LLC (Domestic Distribution Real Estate Holder) was created as a wholly-owned subsidiary of the Company for this purpose, and the contribution was made by the Manager in March 2012.

(4) RELATED PARTY TRANSACTIONS

The Company recorded a provision for current income taxes of approximately \$52.2 million, \$43.5 million, and \$35.2 million in 2014, 2013 and 2012, respectively. The Company recorded the related tax liabilities from the provision as capital contributions from the Parent, as the Parent does not require cash settlement of these amounts.

EXHIBIT D

**DOMINO'S PIZZA LLC
FINANCIAL STATEMENTS**

DOMINO'S PIZZA LLC AND SUBSIDIARIES

Consolidated Financial Statements

As of December 28, 2014 and December 29, 2013





Independent Auditor's Report

To the Board of Managers and Member
of Domino's Pizza LLC:

We have audited the accompanying consolidated financial statements of Domino's Pizza LLC and its subsidiaries, which comprise the consolidated balance sheets as of December 28, 2014 and December 29, 2013, and the related consolidated statements of income, comprehensive income, member's deficit and cash flows for each of the three years then ended.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Domino's Pizza LLC and its subsidiaries at December 28, 2014 and December 29, 2013, and the results of their operations and their cash flows for the three years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "PricewaterhouseCoopers LLP". The signature is written in a cursive, flowing style.

March 24, 2015

DOMINO'S PIZZA LLC AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share amounts)

<u>ASSETS</u>	<u>December 28, 2014</u>	<u>December 29, 2013</u>
CURRENT ASSETS:		
Cash and cash equivalents	\$ 30,849	\$ 14,377
Restricted cash and cash equivalents	120,954	125,453
Accounts receivable, net of reserves of \$3,361 in 2014 and \$5,107 in 2013	118,401	105,785
Inventories	37,944	30,321
Notes receivable, net of reserves of \$534 in 2014 and \$357 in 2013	1,996	1,823
Prepaid expenses and other	30,573	18,376
Advertising fund assets, restricted	72,055	44,695
Deferred income taxes	9,857	10,710
Asset held-for-sale	5,732	-
	-----	-----
Total current assets	428,361	351,540
	-----	-----
PROPERTY, PLANT AND EQUIPMENT:		
Land and buildings	25,859	23,423
Leasehold and other improvements	99,804	90,508
Equipment	178,378	174,667
Construction in progress	6,179	8,900
	-----	-----
Accumulated depreciation and amortization	310,220 (196,174)	297,498 (199,914)
	-----	-----
Property, plant and equipment, net	114,046	97,584
	-----	-----
OTHER ASSETS:		
Investments in marketable securities, restricted	4,586	3,269
Notes receivable, less current portion, net of reserves of \$397 in 2014 and \$393 in 2013	-	894
Deferred financing costs, net of accumulated amortization of \$17,041 in 2014 and \$11,295 in 2013	22,947	28,693
Goodwill	16,297	16,598
Capitalized software, net of accumulated amortization of \$54,552 in 2014 and \$50,267 in 2013	20,562	14,464
Other assets, net of accumulated amortization of \$776 in 2014 and \$4,737 in 2013	10,006	9,046
Deferred income taxes	2,475	3,167
	-----	-----
Total other assets	76,873	76,131
	-----	-----
Total assets	\$ 619,280 =====	\$ 525,255 =====

The accompanying notes are an integral part of these consolidated statements.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

(Continued)

(In thousands, except share and per share amounts)

<u>LIABILITIES AND MEMBER'S DEFICIT</u>	<u>December 28, 2014</u>	<u>December 29, 2013</u>
CURRENT LIABILITIES:		
Current portion of long-term debt	\$ 565	\$ 24,144
Accounts payable	86,552	83,408
Accrued compensation	23,618	23,653
Accrued interest	14,008	14,375
Insurance reserves	14,465	13,297
Dividends payable to Parent	14,351	11,849
Legal reserves	4,277	4,959
Advertising fund liabilities, restricted	72,055	44,695
Other accrued liabilities	35,717	34,231
	-----	-----
Total current liabilities	265,608	254,611
	-----	-----
LONG-TERM LIABILITIES:		
Long-term debt, less current portion	1,523,546	1,512,299
Insurance reserves	26,951	25,528
Deferred income taxes	5,588	7,827
Other accrued liabilities	17,052	15,192
	-----	-----
Total long-term liabilities	1,573,137	1,560,846
	-----	-----
Total liabilities	1,838,745	1,815,457
	-----	-----
COMMITMENTS AND CONTINGENCIES		
MEMBER'S DEFICIT:		
Class A common stock, par value \$0.05 per share; 2,000,000 shares authorized; 1,406,778 shares issued and outstanding	70	70
Class B common stock, par value \$0.01 per share; 50,000 shares authorized; no shares issued and outstanding	-	-
Member's deficit	(1,216,874)	(1,288,288)
Accumulated other comprehensive loss	(2,661)	(1,984)
	-----	-----
Total member's deficit	(1,219,465)	(1,290,202)
	-----	-----
Total liabilities and member's deficit	\$ 619,280	\$ 525,255
	=====	=====

The accompanying notes are an integral part of these consolidated statements.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

(In thousands)

	For the Years Ended		
	December 28, 2014	December 29, 2013	December 30, 2012
REVENUES:			
Domestic Company-owned stores	\$ 348,497	\$ 337,414	\$ 323,652
Domestic franchise	230,192	212,369	195,000
Supply chain	1,262,523	1,118,873	1,039,830
International franchise	152,621	133,567	119,957
Total revenues	1,993,833	1,802,223	1,678,439
COST OF SALES:			
Domestic Company-owned stores	267,385	256,596	247,391
Supply chain	1,131,682	996,653	929,710
Total cost of sales	1,399,067	1,253,249	1,177,101
OPERATING MARGIN	594,766	548,974	501,338
GENERAL AND ADMINISTRATIVE	249,405	235,163	219,007
INCOME FROM OPERATIONS	345,361	313,811	282,331
INTEREST INCOME	143	160	304
INTEREST EXPENSE	(86,881)	(88,872)	(101,448)
INCOME BEFORE PROVISION FOR INCOME TAXES	258,623	225,099	181,187
PROVISION FOR INCOME TAXES	96,036	82,114	68,795
NET INCOME	\$ 162,587	\$ 142,985	\$ 112,392
	=====	=====	=====

The accompanying notes are an integral part of these consolidated statements.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(In thousands)

	For the Years Ended		
	December 28, 2014	December 29, 2013	December 30, 2012
NET INCOME	\$162,587	\$142,985	\$112,392
OTHER COMPREHENSIVE INCOME, BEFORE TAX:			
Currency translation adjustment	(1,468)	432	(825)
Reclassification adjustment for losses included in net income	-	-	776
	(1,468)	432	(49)
TAX ATTRIBUTES OF ITEMS IN OTHER COMPREHENSIVE INCOME:			
Currency translation adjustment	791	(30)	359
Reclassification adjustment for losses included in net income	-	-	(295)
	791	(30)	64
OTHER COMPREHENSIVE INCOME, NET OF TAX	(677)	402	15
COMPREHENSIVE INCOME	\$161,910	\$143,387	\$112,407
	=====	=====	=====

The accompanying notes are an integral part of these consolidated statements.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF MEMBER'S DEFICIT
(In thousands, except share data)

	Class A Common Stock		Class B Common Stock		Member's Deficit	Accumulated Other Comprehensive Loss	
	<u>Shares</u>	<u>Amount</u>	<u>Shares</u>	<u>Amount</u>		<u>Currency Translation Adjustment</u>	<u>Fair Value of Derivative Instruments</u>
BALANCE AT JANUARY 1, 2012	1,406,778	\$70	-	-	\$(1,209,146)	\$ (1,920)	\$ (481)
Net income	-	-	-	-	112,392	-	-
Common stock dividend equivalents	-	-	-	-	(13,499)	-	-
Parent common stock dividends declared, not paid	-	-	-	-	(1,502)	-	-
Contributions	-	-	-	-	8,945	-	-
Distributions	-	-	-	-	(266,068)	-	-
Tax benefit related to the exercise of Parent equity-based compensation	-	-	-	-	16,220	-	-
Non-cash compensation expense	-	-	-	-	17,621	-	-
Other	-	-	-	-	92	-	-
Currency translation adjustment, net of tax	-	-	-	-	-	(466)	-
Reclassification adjustment for losses on derivative instruments included in net income, net of tax	-	-	-	-	-	-	481
Reclassification of income tax payable (Note 8)	-	-	-	-	1,738	-	-
BALANCE AT DECEMBER 30, 2012	1,406,778	70	-	-	(1,333,207)	(2,386)	-
Net income	-	-	-	-	142,985	-	-
Contributions	-	-	-	-	9,451	-	-
Distributions	-	-	-	-	(149,353)	-	-
Tax benefit related to the exercise of Parent equity-based compensation	-	-	-	-	19,498	-	-
Non-cash compensation expense	-	-	-	-	21,987	-	-
Other	-	-	-	-	351	-	-
Currency translation adjustment, net of tax	-	-	-	-	-	402	-
BALANCE AT DECEMBER 29, 2013	1,406,778	70	-	-	(1,288,288)	(1,984)	-
Net income	-	-	-	-	162,587	-	-
Contributions	-	-	-	-	9,028	-	-
Distributions	-	-	-	-	(145,633)	-	-
Tax benefit related to the exercise of Parent equity-based compensation	-	-	-	-	27,583	-	-
Non-cash compensation expense	-	-	-	-	17,587	-	-
Other	-	-	-	-	262	-	-
Currency translation adjustment, net of tax	-	-	-	-	-	(677)	-
BALANCE AT DECEMBER 28, 2014	1,406,778	\$70	-	\$ -	\$(1,216,874)	\$ (2,661)	\$ -

The accompanying notes are an integral part of these consolidated statements.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)

	For the Years Ended		
	December 28, 2014	December 29, 2013	December 30, 2012
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	\$162,587	\$142,985	\$112,392
Adjustments to reconcile net income to net cash provided by operating activities-			
Depreciation and amortization	35,788	25,783	23,171
(Gains) losses on sale/disposal of assets	(1,107)	367	540
Provision (benefit) for losses on accounts and notes receivable	(570)	(1,257)	462
Provision (benefit) for deferred income taxes	(132)	6,055	2,455
Non-cash compensation expense	17,587	21,987	17,621
Amortization of deferred financing costs, debt discount and other	5,746	6,094	14,596
Tax impact from Parent equity-based compensation	(27,583)	(19,498)	(16,220)
Other	-	-	(531)
Changes in operating assets and liabilities-			
Increase in accounts receivable	(12,710)	(11,001)	(6,917)
Increase in inventories, prepaid expenses and other	(11,827)	(242)	(703)
Increase in accounts payable and accrued liabilities	22,776	21,867	26,652
Increase in insurance reserves	1,784	849	2,802
Net cash provided by operating activities	192,339	193,989	176,320
CASH FLOWS FROM INVESTING ACTIVITIES:			
Capital expenditures	(70,093)	(40,387)	(29,267)
Proceeds from sale of assets	9,160	4,518	2,988
Change in restricted cash and cash equivalents	4,499	(65,438)	32,597
Other	(1,009)	1,574	1,030
Net cash provided by (used in) investing activities	(57,443)	(99,733)	7,348
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from the issuance of long-term debt	-	-	1,575,000
Repayments of long-term debt and capital lease obligation	(12,332)	(24,349)	(1,465,509)
Cash paid for financing costs	-	-	(32,538)
Tax impact from Parent equity-based compensation	27,583	19,498	16,220
Distributions	(143,177)	(139,404)	(266,068)
Contributions	9,028	9,451	8,945
Payments of common stock dividend equivalents	-	-	(13,499)
Net cash used in financing activities	(118,898)	(134,804)	(177,449)
EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS	474	118	(1,698)
CHANGE IN CASH AND CASH EQUIVALENTS	16,472	(40,430)	4,521
CASH AND CASH EQUIVALENTS, AT BEGINNING OF PERIOD	14,377	54,807	50,286
CASH AND CASH EQUIVALENTS, AT END OF PERIOD	\$ 30,849	\$ 14,377	\$ 54,807

The accompanying notes are an integral part of these consolidated statements.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(1) DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

Domino's Pizza LLC (DPLLC), a Michigan limited liability company, is a wholly-owned subsidiary of Domino's, Inc. (Domino's). Domino's is the wholly-owned subsidiary of Domino's Pizza, Inc. (the Parent). DPLLC and its wholly-owned subsidiaries (collectively, the Company) are primarily engaged in the following business activities: (i) retail sales of food through Company-owned Domino's Pizza stores, (ii) sales of food, equipment and supplies to Company-owned and franchised Domino's Pizza stores through Company-owned supply chain centers, and (iii) receipt of royalties and fees from domestic and international Domino's Pizza franchisees.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company. All significant intercompany accounts and transactions have been eliminated.

Fiscal Year

The Company's fiscal year ends on the Sunday closest to December 31. The 2014 fiscal year ended on December 28, 2014, the 2013 fiscal year ended on December 29, 2013 and the 2012 fiscal year ended on December 30, 2012. The 2014, 2013 and 2012 fiscal years each consisted of fifty-two weeks.

Cash and Cash Equivalents

Cash equivalents consist of highly liquid investments with original maturities of three months or less at the date of purchase. These investments are carried at cost, which approximates fair value.

Restricted Cash and Cash Equivalents

Restricted cash at December 28, 2014 includes \$56.2 million of cash held for future principal and interest payments, \$20.8 million of cash held in a three month interest reserve, \$43.9 million of cash held as collateral for outstanding letters of credit and \$0.1 million of other restricted cash.

Restricted cash at December 29, 2013 includes \$51.3 million of cash held for future principal and interest payments, \$21.0 million of cash held in a three month interest reserve, \$42.0 million of cash held as collateral for outstanding letters of credit, \$11.1 million of cash related to the Parent's third quarter 2013 dividend payment to its shareholders, and \$0.1 million of other restricted cash.

Inventories

Inventories are valued at the lower of cost (on a first-in, first-out basis) or market. Inventories at December 28, 2014 and December 29, 2013 are comprised of the following (in thousands):

	<u>2014</u>	<u>2013</u>
Food	\$31,627	\$25,673
Equipment and supplies	6,317	4,648
	-----	-----
Inventories	\$37,944	\$30,321
	=====	=====

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

Notes Receivable

During the normal course of business, the Company may provide financing to franchisees in the form of notes. Notes receivable generally require monthly payments of principal and interest, or monthly payments of interest only, generally ranging from 8% to 10%, with balloon payments of the remaining principal due two to seven years from the original issuance date. Such notes are generally secured by the related assets or business. The carrying amounts of these notes approximate fair value.

Other Assets

Current and long-term other assets primarily include prepaid expenses such as insurance, rent and taxes, deposits, as well as covenants not-to-compete and other intangible assets primarily arising from franchise acquisitions. Amortization expense related to intangible assets is provided using the straight-line method over the useful lives for covenants not-to-compete and other intangible assets and was approximately \$0.1 million in 2014 and approximately \$0.3 million in 2013 and 2012. As of December 28, 2014, these intangible assets were fully amortized. As of December 29, 2013, the carrying value of these intangible assets was approximately \$0.1 million.

Asset Held-for-Sale

During 2014, the Board of Directors of the Parent approved the sale of the existing corporate airplane, which the Company began actively marketing late in 2014. As a result of these actions, the Company met held-for-sale criteria and classified the asset as held for sale. Subsequent to year end, the Company sold the asset for approximately \$5.7 million.

Property, Plant and Equipment

Additions to property, plant and equipment are recorded at cost. Repair and maintenance costs are expensed as incurred. Depreciation and amortization expense for financial reporting purposes is provided using the straight-line method over the estimated useful lives of the related assets. Estimated useful lives, other than the estimated useful life of the capital lease assets as described below, are generally as follows (in years):

Buildings	20
Leasehold and other improvements	7 – 15
Equipment	3 – 15

Included in land and buildings as of December 28, 2014 and December 29, 2013 are capital lease assets of approximately \$1.5 million and \$1.9 million, which are net of \$5.9 million and \$5.5 million of accumulated amortization, respectively, primarily related to the lease of a supply chain center building, and to a lesser extent, leases of computer equipment. The capital lease assets are being amortized using the straight-line method over the lease terms.

Depreciation and amortization expense on property, plant and equipment was approximately \$28.4 million, \$20.5 million and \$19.5 million in 2014, 2013 and 2012, respectively.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

Impairments of Long-Lived Assets

The Company evaluates the potential impairment of long-lived assets at least annually based on various analyses including the projection of undiscounted cash flows and whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. For Company-owned stores, the Company performs this evaluation on an operating market basis, which the Company has determined to be the lowest level for which identifiable cash flows are largely independent of other cash flows. If the carrying amount of a long-lived asset exceeds the amount of the expected future undiscounted cash flows of that asset, the Company estimates the fair value of the assets. If the carrying amount of the asset exceeds the estimated fair value of the asset, an impairment loss is recognized and the asset is written down to its estimated fair value.

In connection with meeting held-for-sale criteria for its corporate airplane, the Company recorded \$5.8 million of pre-tax expense to reduce the asset to its fair value less cost to sell. This impairment loss was recorded in general and administrative expenses on the consolidated statements of income. Aside from the impairment loss on the corporate airplane in 2014, the Company did not record an impairment loss on long-lived assets in 2014, 2013 or 2012.

Investments in Marketable Securities

Investments in marketable securities consist of investments in various mutual funds made by eligible individuals as part of the Company's deferred compensation plan (Note 6). These investments are stated at aggregate fair value, are restricted and have been placed in a rabbi trust whereby the amounts are irrevocably set aside to fund the Company's obligations under the deferred compensation plan. The Company classifies and accounts for these investments in marketable securities as trading securities.

Deferred Financing Costs

Deferred financing costs primarily include debt issuance costs incurred by the Company as part of the 2012 Recapitalization (Note 3). Amortization is provided on a straight-line basis over the expected term of the respective debt instrument to which the costs relate and is included in interest expense.

In connection with the 2012 Recapitalization, the Company recorded an additional \$32.5 million of deferred financing costs as an asset during fiscal 2012. This amount, in addition to the \$7.4 million recorded on the consolidated balance sheet at January 1, 2012, is expected to be amortized into interest expense over the seven-year expected term of the debt. Additionally, in connection with the 2012 Recapitalization, the Company had write-offs of financing costs totaling approximately \$8.0 million related to the extinguishment of the previous debt facility.

In connection with scheduled principal payments of its Fixed Rate Notes (Note 3), the Company expensed financing costs of approximately \$0.2 million in 2014, \$0.5 million in 2013 and \$0.4 million in 2012. Deferred financing cost expense, including the aforementioned amounts, was approximately \$5.7 million, \$6.1 million and \$13.8 million in 2014, 2013 and 2012, respectively.

Goodwill

The Company's goodwill amounts primarily relate to franchise store acquisitions and are not amortized. The Company performs its required impairment tests in the fourth quarter of each fiscal year and did not recognize any goodwill impairment charges in 2014, 2013 or 2012.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

Capitalized Software

Capitalized software is recorded at cost and includes purchased, internally-developed and externally-developed software used in the Company's operations. Amortization expense is provided using the straight-line method over the estimated useful lives of the software, which range from one to three years. Capitalized software amortization expense was approximately \$7.3 million, \$5.0 million and \$3.3 million in 2014, 2013 and 2012, respectively. The Company received \$3.4 million, \$3.0 million and \$2.7 million from franchisees from sales and enhancements of internally developed point-of-sale software during 2014, 2013 and 2012, respectively.

Insurance Reserves

The Company has retention programs for workers' compensation, general liability and owned and non-owned automobile liabilities for certain periods prior to December 1998 and for periods after December 2001. The Company is generally responsible for up to \$1.0 million per occurrence under these retention programs for workers' compensation and general liability exposures. The Company is also generally responsible for between \$500,000 and \$3.0 million per occurrence under these retention programs for owned and non-owned automobile liabilities depending on the year. Total insurance limits under these retention programs vary depending on the year covered and range up to \$110.0 million per occurrence for general liability and owned and non-owned automobile liabilities and up to the applicable statutory limits for workers' compensation.

Insurance reserves relating to our retention programs are based on undiscounted actuarial estimates. These estimates are based on historical information and on certain assumptions about future events. Changes in assumptions for such factors as medical costs and legal actions, as well as changes in actual experience, could cause these estimates to change in the near term. The Company receives estimates of outstanding insurance exposures from its independent actuary and differences between these estimated actuarial exposures and the Company's recorded amounts are adjusted as appropriate.

Other Accrued Liabilities

Current and long-term other accrued liabilities primarily include accruals for sales, property and other taxes, store operating expenses, deferred rent expense and deferred compensation liabilities.

Foreign Currency Translation

The Company's foreign entities use their local currency as the functional currency. Where the functional currency is the local currency, the Company translates net assets into U.S. dollars at year end exchange rates, while income and expense accounts are translated at average annual exchange rates. Currency translation adjustments are included in accumulated other comprehensive income (loss) and foreign currency transaction gains and losses are included in determining net income.

Organizational Change

In 2014 several organizational changes were made within the Company's management structure, with one of the changes impacting the management of supply chain operations. As a result, management determined that the previous domestic supply chain division and the international supply chain operations of the previous international division should be combined into a new global supply chain division. As a result, the Company now reports the following: domestic stores, supply chain and international franchise. While the consolidated results of the Company have not been impacted by this change, the Company has restated its historical divisional information in order to provide readers of its financial statements a consistent presentation.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

Revenue Recognition

Domestic Company-owned stores revenues are comprised of retail sales of food through Company-owned Domino's Pizza stores located in the contiguous United States and are recognized when the items are delivered to or carried out by customers.

Domestic franchise revenues are primarily comprised of royalties and fees from Domino's Pizza franchisees with operations in the contiguous United States. Royalty revenues are recognized when the items are delivered to or carried out by franchise customers.

Supply chain revenues are primarily comprised of sales of food, equipment and supplies to franchised Domino's Pizza stores located in the United States and Canada. Revenues from the sales of food are recognized upon delivery of the food to franchisees, while revenues from the sales of equipment and supplies are generally recognized upon shipment of the related products to franchisees.

International franchise revenues are primarily comprised of royalties and fees from Domino's Pizza franchisees outside the contiguous United States. These revenues are recognized consistently with the policies applied for franchise revenues generated in the contiguous United States.

Supply Chain Profit-Sharing Arrangements

The Company enters into profit-sharing arrangements with domestic and Canadian stores that purchase all of their food from supply chain. These profit-sharing arrangements generally offer Company-owned stores and participating franchisees with 50% (or a higher percentage in the case of Company-owned stores and certain franchisees who operate a larger number of stores) of their regional supply chain center's pre-tax profits based upon each store's purchases from the supply chain center. Profit-sharing obligations are recorded as a revenue reduction in supply chain in the same period as the related revenues and costs are recorded, and were \$75.7 million, \$73.9 million and \$69.4 million in 2014, 2013 and 2012, respectively.

Advertising

Advertising costs are expensed as incurred. Advertising expense, which relates primarily to Company-owned stores, was approximately \$29.0 million, \$29.6 million and \$27.6 million during 2014, 2013 and 2012, respectively.

Domestic stores are required to contribute a certain percentage of sales to the Domino's National Advertising Fund Inc. (DNAF), a not-for-profit subsidiary that administers the Domino's Pizza system's national and market level advertising activities. Included in advertising expense were national advertising contributions from Company-owned stores to DNAF of approximately \$20.9 million, \$20.1 million and \$17.8 million in 2014, 2013 and 2012, respectively. DNAF also received national advertising contributions from franchisees of approximately \$217.7 million, \$199.4 million and \$173.6 million during 2014, 2013 and 2012, respectively. Franchisee contributions to DNAF and offsetting disbursements are presented net in the accompanying statements of income.

DNAF assets, consisting primarily of cash received from franchisees and accounts receivable from franchisees, can only be used for activities that promote the Domino's Pizza[®] brand. Accordingly, all assets held by the DNAF are considered restricted.

Rent

The Company leases certain equipment, vehicles, retail store and supply chain center locations and its corporate headquarters under operating leases with expiration dates through 2024. Rent expenses totaled approximately \$43.0 million, \$40.2 million and \$39.7 million during 2014, 2013 and 2012, respectively.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Contributions

During the normal course of business, the Company receives contributions from the Parent related to the proceeds received from the issuance of shares of the Parent's common stock and from the exercise of Parent stock options.

Distributions

During the normal course of business, the Company makes discretionary distributions to Domino's and the Parent allowing for the payment of certain taxes, declaration and payment of dividends, repayments of outstanding borrowings and repurchases of shares of the Parent's common stock.

Derivative Instruments

The Company recognizes all derivatives as either assets or liabilities in the balance sheet and measures those instruments at fair value. The Company had no outstanding derivative instruments as of December 28, 2014 and December 29, 2013.

In connection with its recapitalization in 2007 (the "2007 Recapitalization"), the Company entered into a five-year forward-starting interest rate swap agreement with a notional amount of \$1.25 billion. This interest rate swap was entered into to hedge the variability of future interest rates in contemplation of the recapitalization-related debt issuances. The Company subsequently settled the swap agreement with a cash payment of \$11.5 million, in accordance with its terms, concurrent with the issuance of debt as part of the 2007 Recapitalization. In connection with this settlement, the accumulated other comprehensive loss amount was adjusted for the after-tax net settlement amount of \$7.1 million which was being amortized into interest expense over the term of the hedged item. As part of the 2012 Recapitalization, the remaining amount of this swap settlement that was included in accumulated other comprehensive loss was recorded into interest expense.

Parent Stock Options and Other Parent Equity-Based Compensation Arrangements

The cost of all of the Company's employee Parent stock options, as well as other equity-based compensation arrangements, is reflected in the financial statements based on the estimated fair value of the awards.

Supplemental Disclosures of Cash Flow Information

The Company paid interest of approximately \$81.1 million, \$82.9 million and \$87.3 million during 2014, 2013 and 2012, respectively. Cash paid for income taxes was approximately \$76.5 million, \$62.8 million and \$46.1 million in 2014, 2013 and 2012, respectively. In 2014, the Company had \$1.7 million of non-cash investing activities related to accruals for capital expenditures.

New Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update 2014-09, *Revenue from Contracts with Customers*. This guidance outlines a single, comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance issued by the FASB, including industry specific guidance. The guidance is effective for the Company for interim and annual reporting periods beginning on January 1, 2018, and permits the use of either the retrospective or cumulative effect transition method. Early adoption is prohibited. The Company is evaluating the effect that this guidance will have on its consolidated financial statements and related disclosures.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

The accounting standards that have been issued by the FASB or other standards-setting bodies that do not require adoption until a future date are not expected to have a material impact on our consolidated financial statements upon adoption.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

The Company evaluated subsequent events occurring after December 28, 2014 through the date the financial statements were available to be issued on March 24, 2015. Other than the subsequent events discussed in Note 11, the Company determined there were no subsequent events that required recognition or disclosure.

(2) FAIR VALUE MEASUREMENTS

Fair value measurements enable the reader of the financial statements to assess the inputs used to develop those measurements by establishing a hierarchy for ranking the quality and reliability of the information used to determine fair values. The Company classifies and discloses assets and liabilities carried at fair value in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

The fair values of the Company's cash equivalents and investments in marketable securities are based on quoted prices in active markets for identical assets. The following table summarizes the carrying amounts and fair values of certain assets at December 28, 2014 (in thousands):

	At December 28, 2014			
	Fair Value Estimated Using			
	Carrying <u>Amount</u>	Level 1 <u>Inputs</u>	Level 2 <u>Inputs</u>	Level 3 <u>Inputs</u>
Cash equivalents	\$16,290	\$16,290	\$ —	\$ —
Restricted cash equivalents	93,121	93,121	—	—
Investments in marketable securities	4,586	4,586	—	—

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

The following table summarizes the carrying amounts and fair values of certain assets at December 29, 2013 (in thousands):

	At December 29, 2013			
	Carrying Amount	Fair Value Estimated Using		
		Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Cash equivalents	\$ 5,303	\$ 5,303	\$ —	\$ —
Restricted cash equivalents	93,608	93,608	—	—
Investments in marketable securities	3,269	3,269	—	—

(3) RECAPITALIZATION AND FINANCING ARRANGEMENTS

2012 Recapitalization

On March 16, 2012, the Parent completed a recapitalization transaction (the 2012 Recapitalization). As part of the 2012 Recapitalization, a wholly-owned subsidiary of DPLLC and three of its wholly-owned subsidiaries completed an asset-backed securitization (ABS) by co-issuing a \$1.675 billion facility in a private transaction consisting of \$1.575 billion of Series 2012-1 5.216% Fixed Rate Senior Secured Notes, Class A-2 (the Fixed Rate Notes) and \$100.0 million of Series 2012-1 Variable Funding Senior Secured Notes, Class A-1 (the Variable Funding Notes). Gross proceeds from the issuance of the Fixed Rate Notes were \$1.575 billion. The Variable Funding Notes were undrawn upon at issuance.

The Company used a portion of the proceeds from the 2012 Recapitalization to repay approximately \$1.447 billion in outstanding fixed rate notes under the 2007 Recapitalization. The proceeds were also used to pay accrued interest on fixed rate notes under the 2007 Recapitalization and transaction-related fees and expenses incurred in connection with the 2012 Recapitalization and to fund reserve accounts for the payments related to the Fixed Rate Notes.

Also on March 16, 2012, the Parent's Board of Directors declared a \$3.00 per share special cash dividend on its outstanding common stock. The Company made a distribution to the Parent which the Parent used to pay dividends totaling \$171.1 million, which was paid on April 2, 2012 to Parent stockholders of record at the close of business on March 26, 2012. Additionally, pursuant to the anti-dilution provisions in the Parent's underlying stock option plans, on April 2, 2012, the Company made a corresponding cash payment of approximately \$13.5 million on certain Parent stock options, reduced the exercise price on certain other Parent stock options by an equivalent per share amount and, in certain circumstances, both reduced the stock option exercise price and made a cash payment for amounts totaling \$3.00 per share. On April 2, 2012, the Company also accrued an estimated \$2.4 million for estimated distributions to the Parent related to future payments as certain Parent performance-based restricted stock grants vest. The dividend and related dividend equivalent payments were funded with the remaining proceeds from the 2012 Recapitalization and cash on hand. These anti-dilution payments were accounted for as modifications/settlements and were recorded as increases in total member's deficit. As of December 30, 2012, total distributions and cash paid for Parent common stock dividends and related anti-dilution equivalent payments was approximately \$185.5 million and the total estimated liability recorded for future cash dividend payments on certain performance-based restricted stock was approximately \$1.5 million. As of December 28, 2014, the total estimated liability recorded for future distributions to the Parent on certain Parent performance-based restricted stock was approximately \$0.6 million.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

During fiscal 2012 and in connection with the 2012 Recapitalization, the Company incurred approximately \$10.5 million of net expenses. This consisted primarily of \$8.1 million of net write-offs of deferred financing fees and the interest rate swap related to the extinguished debt. The Company also incurred \$2.1 million of interest expense on the 2007 Recapitalization borrowings subsequent to the closing of the 2012 Recapitalization but prior to the repayment of the 2007 Recapitalization borrowings, resulting in the payment of interest on both the 2007 and 2012 facilities for a short period of time. Further, the Company incurred \$0.3 million of other net 2012 Recapitalization-related general and administrative expenses, including stock compensation expenses, payroll taxes related to the payments made to certain Parent stock option holders and legal and professional fees incurred in connection with the 2012 Recapitalization.

In connection with the 2012 Recapitalization, the Company recorded an additional \$32.5 million of deferred financing costs as an asset in the consolidated balance sheet during fiscal 2012. This amount, in addition to the \$7.4 million recorded on the consolidated balance sheet at January 1, 2012, is being amortized into interest expense over the seven-year expected term of the debt.

The Fixed Rate Notes and the Variable Funding Notes

The Fixed Rate Notes bear interest at 5.216% payable quarterly. The Fixed Rate Notes have scheduled principal amortization payments while the Variable Funding Notes require no scheduled principal amortization payments. The Fixed Rate Notes original scheduled principal amortization payments are \$29.5 million in 2015, \$37.4 million in 2016, \$39.4 million in each of 2017 and 2018, and \$9.8 million in 2019. During fiscal 2014, the Company made principal payments of approximately \$11.8 million. If the Company meets certain conditions, including maximum leverage ratios of less than or equal to 4.5x total debt to EBITDA, as defined in the related agreements, it ceases the scheduled principal amortization payments on the Fixed Rate Notes. If one of the defined leverage ratios subsequently exceeds 4.5x, it must make up the payments it had previously not made. During the second quarter of 2014, the Company met the maximum leverage ratios of less than 4.5x, and, in accordance with the debt agreements, ceased debt amortization payments in the third quarter of 2014. The Company continued to meet the maximum leverage ratios of less than 4.5x in the third and fourth quarters of 2014 and currently does not plan to make previously scheduled debt amortization payments as permitted in the debt agreements. The expected repayment date for the Fixed Rate Notes is January 2019, with legal final maturity in January 2042.

The Fixed Rate Notes and the Variable Funding Notes are guaranteed by four subsidiaries of DP LLC and secured by a security interest in substantially all of the assets of the Company, including royalty income from all domestic stores, domestic supply chain income, international income and intellectual property. The restrictions placed on the Company's subsidiaries require that the Company's interest obligations have first priority and amounts are segregated weekly to ensure appropriate funds are reserved to pay the quarterly interest amounts due. The amount of weekly cash flow that exceeds the required weekly interest reserve is generally remitted to the Company in the form of a dividend. However, once the interest obligations are satisfied, there are no further restrictions, including payment of dividends, on the cash flows of the subsidiaries.

The Fixed Rate Notes are subject to certain financial and non-financial covenants, including a debt service coverage ratio calculation, as defined in the related agreements. The covenants, among other things, limit the ability of certain of our subsidiaries to declare dividends, make loans or advances or enter into transactions with affiliates. In the event that certain covenants are not met, the Fixed Rate Notes may become partially or fully due and payable on an accelerated schedule. In addition, the Company may voluntarily prepay, in part or in full, the Fixed Rate Notes at any time, subject to certain make-whole interest obligations. All make-whole interest obligations cease after July 2017. Further, the Company may elect to prepay up to \$551.3 million of its Fixed Rate Notes at par and with no make-whole obligations on its quarterly payment date in October 2015 or on any quarterly payment date thereafter.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

The Variable Funding Notes allowed for the issuance of up to \$100.0 million of financing and certain other credit instruments, including letters of credit in support of various obligations of the Company. Interest on a portion of any outstanding Variable Funding Note borrowings is payable quarterly at a rate equal to a commercial paper rate plus 350 basis points, with the remainder at LIBOR plus 350 basis points. The Variable Funding Notes have an expected maturity in January 2017, with an option for up to two one-year renewals (subject to certain conditions, including a minimum debt service coverage ratio), and a legal final maturity in January 2042. At December 28, 2014, there were \$44.1 million of outstanding letters of credit and \$55.9 million of borrowing capacity available under the \$100.0 million Variable Funding Notes.

At December 28, 2014, management estimates that the approximately \$1.522 billion in principal amount of outstanding Fixed Rate Notes had a fair value of approximately \$1.597 billion, and at December 29, 2013 the approximately \$1.534 billion in principal amount of Fixed Rate Notes had a fair value of approximately \$1.643 billion. The Fixed Rate Notes are classified as a Level 2 measurement (Note 2), as the Company estimated the fair value amount by using available market information. The Company obtained broker quotes from two separate brokerage firms that are knowledgeable about the Company's Fixed Rate Notes and, at times, trade these notes. Further, the Company performs its own internal analysis based on the information it gathers from public markets, including information on notes that are similar to that of the Company. However, considerable judgment is required in interpreting market data to develop estimates of fair value. Accordingly, the fair value estimates presented herein are not necessarily indicative of the amount that the Company or the debtholders could realize in a current market exchange. The use of different assumptions and/or estimation methodologies may have a material effect on the estimated fair values calculated above.

Consolidated Long-Term Debt

At December 28, 2014 and December 29, 2013, consolidated long-term debt consisted of the following (in thousands):

	<u>2014</u>	<u>2013</u>
5.216% Class A-2 Notes; expected repayment date January 2019; legal final maturity January 2042	\$1,521,844	\$1,533,656
Variable Funding Notes	-	-
Capital lease obligations	2,267	2,787
	-----	-----
Total debt	1,524,111	1,536,443
Less – current portion	565	24,144
	-----	-----
Consolidated long-term debt	\$1,523,546	\$1,512,299
	=====	=====

At December 28, 2014, maturities of long-term debt and capital lease obligations are as follows (in thousands):

2015	\$ 565
2016	615
2017	670
2018	417
2019	1,521,844

	\$1,524,111
	=====

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

(4) COMMITMENTS AND CONTINGENCIES

Lease Commitments

As of December 28, 2014, the future minimum rental commitments for all non-cancelable leases are as follows (in thousands):

	<u>Operating Leases</u>	<u>Capital Leases</u>	<u>Total</u>
2015	\$ 38,621	\$ 675	\$ 39,296
2016	36,294	736	37,030
2017	32,365	736	33,101
2018	28,721	491	29,212
2019	22,289	-	22,289
Thereafter	45,706	-	45,706
	-----	-----	-----
Total future minimum rental commitments	\$ 203,996	2,638	\$ 206,634
	=====	-----	=====
Less – amounts representing interest		(371)	

Total principal payable on capital leases		\$ 2,267	
		=====	

Legal Proceedings and Related Matters

The Company is a party to lawsuits, revenue agent reviews by taxing authorities and legal proceedings, of which the majority involve workers' compensation, employment practices liability, general liability and automobile and franchisee claims arising in the ordinary course of business. The Company records legal fees associated with loss contingencies when they are probable and reasonably estimable.

Litigation is subject to many uncertainties, and the outcome of individual litigated matters is not predictable with assurance. Included in the matters referenced above, the Company is party to three employment practice cases, six casualty cases and one patent case. We have established legal and insurance accruals for losses relating to these cases which we believe are reasonable based upon our assessment of the current facts and circumstances. However, it is reasonably possible that our ultimate losses could exceed the amounts recorded by \$4.0 million. The remaining cases referenced above could be decided unfavorably to us and could require us to pay damages or make other expenditures in amounts or a range of amounts that cannot be estimated with accuracy. In management's opinion, these matters, individually and in the aggregate, should not have a significant adverse effect on the financial condition of the Company, and the established accruals adequately provide for the estimated resolution of such claims.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

(5) INCOME TAXES

The Parent files a consolidated Federal income tax return which includes the Company's operations. For financial reporting purposes, the Company accounts for income taxes as if it files its own consolidated Federal income tax return.

Income before provision for income taxes in 2014, 2013 and 2012 consists of the following (in thousands):

	<u>2014</u>	<u>2013</u>	<u>2012</u>
Domestic	\$250,730	\$217,468	\$180,270
Foreign	7,893	7,631	917
	-----	-----	-----
	\$258,623	\$225,099	\$181,187
	=====	=====	=====

The differences between the United States Federal statutory income tax provision (using the statutory rate of 35%) and the Company's consolidated provision for income taxes for 2014, 2013 and 2012 are summarized as follows (in thousands):

	<u>2014</u>	<u>2013</u>	<u>2012</u>
Federal income tax provision based on the statutory rate	\$90,518	\$78,785	\$63,415
State and local income taxes, net of related Federal income taxes	7,320	5,880	5,179
Non-resident withholding and foreign income taxes	15,032	13,923	12,860
Foreign tax and other tax credits	(17,397)	(16,423)	(14,678)
Non-deductible expenses, net	1,284	1,161	1,368
Valuation allowance	(369)	29	868
Unrecognized tax benefits, net of related Federal income taxes	(48)	232	80
Other	(304)	(1,473)	(297)
	-----	-----	-----
	\$96,036	\$82,114	\$68,795
	=====	=====	=====

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

The components of the 2014, 2013 and 2012 consolidated provision for income taxes are as follows (in thousands):

	<u>2014</u>	<u>2013</u>	<u>2012</u>
Provision for Federal income taxes –			
Current provision	\$70,958	\$54,115	\$46,688
Deferred provision (benefit)	(873)	5,280	1,686
	-----	-----	-----
Total provision for Federal income taxes	70,085	59,395	48,374
Provision for state and local income taxes –			
Current provision	10,178	8,021	6,792
Deferred provision	741	775	769
	-----	-----	-----
Total provision for state and local income taxes	10,919	8,796	7,561
Provision for non-resident withholding and foreign income taxes	15,032	13,923	12,860
	-----	-----	-----
	\$96,036	\$82,114	\$68,795
	=====	=====	=====

As of December 28, 2014 and December 29, 2013, the significant components of net deferred income taxes are as follows (in thousands):

	<u>2014</u>	<u>2013</u>
Deferred Federal income tax assets –		
Insurance reserves	\$10,359	\$10,143
Equity compensation	11,697	12,586
Other accruals and reserves	12,161	11,606
Bad debt reserves	1,675	2,239
Valuation allowance	(456)	(799)
Other	5,082	4,579
	-----	-----
Total deferred Federal income tax assets	40,518	40,354
	-----	-----
Deferred Federal income tax liabilities –		
Depreciation, amortization and asset basis differences	899	1,772
Capitalized software	16,628	13,017
Gain on debt extinguishments	18,146	22,682
Other	576	-
	-----	-----
Total deferred Federal income tax liabilities	36,249	37,471
	-----	-----
Net deferred Federal income tax asset	4,269	2,883
Net deferred state and local income tax asset	2,475	3,167
	-----	-----
Net deferred income taxes	\$ 6,744	\$ 6,050
	=====	=====

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

As of December 28, 2014, the classification of net deferred income taxes is summarized as follows (in thousands):

	<u>Current</u>	<u>Long-term</u>	<u>Total</u>
Deferred tax assets	\$14,681	\$28,312	\$42,993
Deferred tax liabilities	(4,824)	(31,425)	(36,249)
	-----	-----	-----
Net deferred income taxes	\$ 9,857	\$ (3,113)	\$ 6,744
	=====	=====	=====

As of December 29, 2013, the classification of net deferred income taxes is summarized as follows (in thousands):

	<u>Current</u>	<u>Long-term</u>	<u>Total</u>
Deferred tax assets	\$15,246	\$28,275	\$43,521
Deferred tax liabilities	(4,536)	(32,935)	(37,471)
	-----	-----	-----
Net deferred income taxes	\$10,710	\$ (4,660)	\$ 6,050
	=====	=====	=====

Realization of the Company's deferred tax assets is dependent upon many factors, including, but not limited to, the Company's ability to generate sufficient taxable income. Although realization of the Company's net deferred tax assets is not assured, management believes it is more likely than not that the net deferred tax assets will be realized. On an ongoing basis, management will assess whether it remains more likely than not that the net deferred tax assets will be realized.

For financial reporting purposes the Company's investment in foreign subsidiaries does not exceed its tax basis. Therefore no deferred income taxes have been provided.

The Company recognizes the financial statement benefit of a tax position if it is more likely than not that the position is sustainable, based solely on its technical merits and consideration of the relevant taxing authority's widely understood administrative practices and precedents. For tax positions meeting the "more likely than not" threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority. The Company recognizes accrued interest related to unrecognized tax benefits in interest expense and penalties in income tax expense.

During 2012, the Company recorded a tax benefit of approximately \$0.7 million to reflect an increased tax basis for certain Company assets due to the issuance of final tax regulations. Additionally, during 2012 and in connection with the sale of its six remaining Company-owned stores in a certain market to a franchisee, the Company recorded a deferred tax asset related to the capital loss that resulted from the write-off of the tax basis goodwill associated with the market that was sold. Management believes it is more likely than not that a portion of the deferred tax asset will not be realized and provided a valuation allowance of approximately \$0.9 million. The valuation allowance was recorded as an increase to the provision for income taxes and increased the Company's 2012 effective tax rate. On an ongoing basis, management will assess whether it remains more likely than not that the net deferred tax asset will be realized.

During 2012, the Company accrued interest expense of \$0.1 million. At December 30, 2012, the amount of unrecognized tax benefits was \$3.5 million of which, if ultimately recognized, \$2.1 million would be recognized as an income tax benefit and reduce the Company's effective tax rate. At December 30, 2012, the Company had \$0.5 million of accrued interest and no accrued penalties. This amount is excluded from the \$3.5 million total unrecognized tax benefit.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

During 2013, the Company accrued interest expense of \$0.1 million. At December 29, 2013, the amount of unrecognized tax benefits was \$3.6 million of which, if ultimately recognized, \$2.1 million would be recognized as an income tax benefit and reduce the Company's effective tax rate. At December 29, 2013, the Company had \$0.6 million of accrued interest and no accrued penalties. This amount is excluded from the \$3.6 million total unrecognized tax benefit.

During 2014 and in connection with the sale of 14 Company-owned stores to franchisees, the Company recognized a capital gain and also released \$0.3 million of a deferred tax valuation allowance.

During 2014, the Company accrued interest expense of \$0.1 million. At December 28, 2014, the amount of unrecognized tax benefits was \$2.9 million of which, if ultimately recognized, \$1.7 million would be recognized as an income tax benefit and reduce the Company's effective tax rate. At December 28, 2014, the Company had \$0.7 million of accrued interest and no accrued penalties. This amount is excluded from the \$2.9 million total unrecognized tax benefit.

During the next twelve months, it is reasonably possible that, as a result of the expiration of the statute of limitations in multiple jurisdictions, the Company may decrease the amount of its gross unrecognized tax benefits by approximately \$0.9 million, of which, if recognized, \$0.1 million would affect the Company's effective tax rate. The gross unrecognized tax benefits subject to potential decrease involve issues related to various tax items in multiple jurisdictions.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows (in thousands):

Balance as of January 1, 2012	\$3,487
Additions for tax positions of current year	239
Additions for tax positions of prior years	373
Reductions in tax positions from prior years for:	
Changes in prior year tax positions	(111)
Settlements during the period	(11)
Lapses of applicable statute of limitations	(505)

Balance as of December 30, 2012	3,472
Additions for tax positions of current year	337
Additions for tax positions of prior years	398
Reductions in tax positions from prior years for:	
Changes in prior year tax positions	(157)
Settlements during the period	(133)
Lapses of applicable statute of limitations	(344)

Balance as of December 29, 2013	3,573
Additions for tax positions of current year	211
Additions for tax positions of prior years	173
Reductions in tax positions from prior years for:	
Changes in prior year tax positions	(605)
Settlements during the period	(55)
Lapses of applicable statute of limitations	(358)

Balance as of December 28, 2014	\$2,939
	=====

The Company continues to be under examination by certain states. The Company's Federal statute of limitation has expired for years prior to 2011 and the relevant state statutes vary. The Company expects the current ongoing examinations to be concluded in the next twelve months and does not expect the assessment of any significant additional amounts in excess of amounts reserved.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

(6) EMPLOYEE BENEFITS

The Company has a retirement savings plan which qualifies under Internal Revenue Code Section 401(k). All employees of the Company who have completed 1,000 hours of service and are at least 21 years of age are eligible to participate in the plan. The plan requires the Company to match 100% of the first 3% of each employee's elective deferrals and 50% of the next 2% of each employee's elective deferrals. During 2014, 2013 and 2012, the Company's matching contributions were made in the form of cash and vested immediately. The expenses incurred for Company contributions to the plan were approximately \$4.1 million in 2014, \$3.9 million in 2013 and \$3.8 million in 2012.

The Company has established a non-qualified deferred compensation plan available for certain key employees. Under this self-funding plan, the participants may defer up to 40% of their annual compensation. The participants direct the investment of their deferred compensation within several investment funds. The Company is not required to contribute and did not contribute to this plan during 2014, 2013 or 2012.

The Parent has an employee stock purchase discount plan (the ESPDP). Under the ESPDP, eligible employees may deduct up to 15% of their eligible wages to purchase shares of Parent common stock at 85% of the market price of the stock at the purchase date. The ESPDP requires employees to hold their purchased shares of Parent common stock for one year. The Company purchases Parent common stock on the open market for the ESPDP at the current market price. There were 25,224 shares, 27,404 shares and 37,769 shares of Parent common stock in 2014, 2013 and 2012, respectively, purchased on the open market for participating employees at a weighted-average price of \$74.89 in 2014, \$55.24 in 2013 and \$34.60 in 2012. The expenses incurred under the ESPDP were approximately \$0.3 million in 2014 and \$0.2 million in both 2013 and 2012.

(7) FINANCIAL INSTRUMENTS WITH OFF-BALANCE SHEET RISK

The Company is a party to stand-by letters of credit. The Company's exposure to credit loss for stand-by letters of credit is represented by the contractual amounts of these instruments. The Company uses the same credit policies in making conditional obligations as it does for on-balance sheet instruments. Total conditional commitments under letters of credit as of December 28, 2014 are \$44.1 million, and relate to the Company's insurance programs and supply chain center leases. As of December 28, 2014, significantly all of the Company's stand-by letters of credit were collateralized with cash, which is classified as restricted cash. The Company has also guaranteed lease payments related to certain franchisees' lease arrangements. The maximum amount of potential future payments under these guarantees is \$2.2 million as of December 28, 2014.

(8) RELATED PARTY TRANSACTIONS

The Company recorded approximately \$1.7 million as a capital contribution from the Parent reflecting net Federal income tax payable amount recorded by the Company relating to fiscal year 2012. The Company did not receive any capital contributions from the Parent in fiscal 2014 or fiscal 2013. The net Federal income tax payable amount contributed in fiscal 2012 was not required by the Parent to be funded by the Company due to significantly lower consolidated taxable income reported by the Parent and its qualifying subsidiaries (including the Company). The lower consolidated taxable income was primarily the result of the utilization of a deferred tax benefit of Domino's in 2012.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

(9) EQUITY INCENTIVE PLANS

The cost of all employee Parent stock options, as well as other equity-based compensation arrangements, is reflected in the consolidated statements of income based on the estimated fair value of the awards.

The Parent's current equity incentive plan benefits certain of the Company's employees and directors and is named the Domino's Pizza, Inc. 2004 Equity Incentive Plan (the 2004 Equity Incentive Plan). As of December 28, 2014, the maximum number of shares that may be granted under the 2004 Equity Incentive Plan is 15,600,000 shares of voting Parent common stock, of which 3,382,073 shares were authorized for grant but have not been granted.

The Company recorded total non-cash compensation expense of \$17.6 million, \$22.0 million and \$17.6 million in 2014, 2013 and 2012, respectively, which reduced net income by \$11.1 million, \$14.0 million and \$10.9 million in 2014, 2013 and 2012, respectively. All non-cash compensation expense amounts are recorded in general and administrative expense.

Parent Stock Options

As of December 28, 2014, the number of Parent stock options granted and outstanding under the 2004 Equity Incentive Plan was 3,590,115. Parent stock options granted under the 2004 Equity Incentive Plan and a predecessor plan prior to fiscal 2009 were generally granted at the market price at the date of the grant, expire ten years from the date of grant and vested over five years from the date of grant. Parent stock options granted from fiscal 2009 to fiscal 2012 were granted with an exercise price equal to the market price at the date of the grant, expire 10 years from the date of grant and generally vest over three years from the date of grant. Parent stock options granted in fiscal 2014 and fiscal 2013 were granted with an exercise price equal to the market price at the date of the grant, expire 10 years from the date of grant and generally vest over four years from the date of grant. Additionally, all Parent stock options granted become fully exercisable upon vesting.

As part of the 2012 Recapitalization and pursuant to the anti-dilution provisions in the 2004 Equity Incentive Plan, the Company made cash payments totaling approximately \$13.5 million on certain Parent stock options, reduced the exercise price on certain other Parent stock options by an equivalent per share amount and, in certain circumstances, both reduced the Parent stock option exercise price and made a cash payment totaling \$3.00 per share. In accordance with the equity restructuring guidance, these anti-dilution payments were accounted for as modifications/settlements and were recorded as increases in total member's deficit. Affected stock option exercise prices presented below have been adjusted to reflect these 2012 Recapitalization-related actions.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

Parent stock option activity related to the equity incentive plans is summarized as follows:

	Parent Stock Options			
	<u>Outstanding</u>	<u>Weighted Average Exercise Price</u>	<u>Weighted Average Remaining Life (Years)</u>	<u>Aggregate Intrinsic Value (Thousands)</u>
Stock options at January 1, 2012	5,443,691	\$10.78		
Stock options granted	215,670	32.28		
Stock options cancelled	(58,153)	11.91		
Stock options exercised	(938,669)	9.55		
Stock options at December 30, 2012	4,662,539	\$11.50		
Stock options granted	591,490	50.83		
Stock options cancelled	(8,500)	7.63		
Stock options exercised	(928,464)	10.22		
Stock options at December 29, 2013	4,317,065	\$17.17		
Stock options granted	222,060	72.30		
Stock options cancelled	(9,670)	54.56		
Stock options exercised	(939,340)	9.56		
Stock options at December 28, 2014	3,590,115	\$22.47	5.3	\$262,006
Exercisable at December 28, 2014	2,881,874	\$14.28	4.5	\$233,930

The total intrinsic value of Parent stock options exercised was approximately \$68.1 million, \$46.0 million and \$27.5 million in 2014, 2013 and 2012, respectively. Cash received from the exercise of Parent stock options was approximately \$9.0 million, \$9.5 million and \$8.9 million in 2014, 2013 and 2012, respectively. The tax benefit realized from Parent stock options exercised was approximately \$23.6 million, \$15.5 million and \$8.7 million in 2014, 2013 and 2012, respectively.

The Company recorded total non-cash compensation expense of \$4.4 million, \$6.9 million and \$5.3 million in 2014, 2013 and 2012, respectively, related to stock option awards. As of December 28, 2014, there was \$6.8 million of total unrecognized compensation cost related to unvested Parent stock options granted under the 2004 Equity Incentive Plan which generally will be recognized on a straight-line basis over the related vesting period. This unrecognized compensation cost is expected to be recognized over a weighted average period of 2.9 years.

Management estimated the fair value of each option grant made during 2014, 2013 and 2012 as of the date of the grant using the Black-Scholes option pricing method. Weighted average assumptions are presented in the following table. The risk-free interest rate is based on the estimated effective life, and is estimated based on U.S. Treasury Bond rates as of the grant date. The expected life (years) is based on several factors, including, among other things, the vesting term and contractual term as well as historical experience. The expected volatility is based principally on the historical volatility of the Company's share price.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>
Risk-free interest rate	1.8%	1.1%	1.0%
Expected life (years)	5.5	5.5	5.0
Expected volatility	33.7%	38.7%	45.0%
Expected dividend yield	1.4%	1.6%	0.0%
Weighted average fair value per option	\$21.16	\$15.84	\$13.70

Option valuation models require the input of highly subjective assumptions. In management's opinion, existing models do not necessarily provide a reliable single measure of the fair value of the Company's stock options, as changes in subjective input assumptions can significantly affect the fair value estimate.

Other Equity-Based Compensation Arrangements

The Parent granted 10,640 shares, 24,540 shares and 22,420 shares of restricted stock in 2014, 2013 and 2012, respectively, to members of its Board of Directors. These grants generally vest one-year from the date of the grant and have a fair value equal to the market price of the Parent's stock on the grant date. The Company recorded total non-cash compensation expense of \$0.8 million, \$1.0 million and \$0.8 million in 2014, 2013 and 2012, respectively, related to these restricted stock awards. All non-cash compensation expense amounts are recorded in general and administrative expense. As of December 28, 2014, there was approximately \$0.1 million of total unrecognized compensation cost related to these restricted stock grants.

The Parent granted 119,670 shares, 312,330 shares and 282,170 shares of performance-based restricted stock in 2014, 2013 and 2012, respectively, to certain employees of the Company. The performance-based restricted stock awards granted in 2012 are separated into three tranches and have time-based and performance-based vesting conditions with the last tranche vesting three years from the issuance date. The performance-based restricted stock awards granted in 2014 and 2013 are separated into four tranches and have time-based and performance-based vesting conditions with the last tranche vesting four years from the issuance date. These awards also contain provisions for accelerated vesting upon the retirement of holders that have achieved specific service and age requirements. These awards are considered granted for accounting purposes when the performance target is set, which is generally in the fourth quarter of each year. The Company recorded total non-cash compensation expense of \$12.4 million, \$14.1 million and \$11.5 million in 2014, 2013 and 2012, respectively, related to these awards. All non-cash compensation expense amounts are recorded in general and administrative expense. As of December 28, 2014, there was an estimated \$24.4 million of total unrecognized compensation cost related to performance-based restricted stock.

DOMINO'S PIZZA LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

Restricted stock and performance-based restricted stock activity related to the equity incentive plan is summarized as follows:

	<u>Shares</u>	<u>Weighted Average Grant Date Fair Value</u>
Nonvested at December 29, 2013	627,176	\$23.41
Shares granted (1)	130,310	\$72.56
Shares cancelled	(23,189)	\$49.78
Shares vested	(303,530)	\$35.40
	-----	-----
Nonvested at December 28, 2014	430,767	\$54.79
	=====	=====

(1) The weighted average grant date fair value for performance-based restricted shares granted was calculated based on the market price on the grant dates. Certain tranches will ultimately be valued when the performance condition is established for each tranche, which generally occurs in the fourth quarter of each fiscal year.

(10) SALE AND CLOSURE OF COMPANY-OWNED STORES

During 2014, the Company sold 14 Company-owned stores to a franchisee. In connection with the sale of the 14 stores, the Company recorded a \$1.7 million pre-tax gain on the sale of the related assets, which was net of a \$0.5 million reduction in goodwill. The gain was recorded in general and administrative expense in the Company's consolidated statements of income.

During 2013, the Company did not sell or close any of its Company-owned stores.

During 2012, the Company sold its six remaining Company-owned stores in a certain market to a franchisee. In connection with the sale of these stores, the Company recognized minimal pre-tax gains on the sale of assets, which was net of a minimal reduction in goodwill.

(11) SUBSEQUENT EVENTS

The Company evaluated subsequent events occurring after December 28, 2014 through the date the financial statements were available to be issued on March 24, 2015.

On February 11, 2015, the Parent granted 70,910 stock options, 7,500 restricted shares and 21,030 performance-based restricted shares to certain employees and the members of its Board of Directors. Additionally, on February 11, 2015, the Parent's Board of Directors declared a quarterly dividend of \$0.31 per common share of Parent stock payable on March 30, 2015 to shareholders of record at the close of business on March 13, 2015.

In 2013, the Company was named as a defendant in a lawsuit along with a large franchisee and the franchisee's delivery driver. The jury delivered a \$32.0 million judgment for the plaintiff where the Company was found to be 60% liable. The Company denied liability and filed an appeal of the verdict on a variety of grounds. In the first quarter of 2015, the appellate court reversed the trial court's decision and dismissed the claims against the Company.

EXHIBIT E

TRADITIONAL STORE STANDARD FRANCHISE AGREEMENT

Store #

DOMINO'S PIZZA FRANCHISING LLC
STANDARD FRANCHISE AGREEMENT

Franchisee

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DOMINO'S PIZZA FRANCHISING LLC
STANDARD FRANCHISE AGREEMENT

This Standard Franchise Agreement, including the Covenants of Owners (this "Agreement") is being entered into between Domino's Pizza Franchising LLC, a Delaware limited liability company ("we", "DPF" or "us" in this Agreement), and

("you" or "franchisee" in this Agreement). If you are a corporation, partnership, limited liability company or other entity approved by us to own a Domino's Pizza Store (the "Approved Entity"), the term "owners" in this Agreement shall refer to your shareholders, affiliates, partners, members or other interest holders. Unless otherwise approved by DPF, the term "Controlling Person" refers to the person who owns fifty-one percent (51%) or more of: the general partnership interest of such partnership; the equity and voting power of all classes of the issued and outstanding capital stock of such corporation; the membership interests of such limited liability company or the voting and ownership interests of such other entity.

1. INTRODUCTION.

We are in the business of franchising retail outlets specializing in the sale of pizza and other authorized food and beverage products and featuring carry-out and delivery services. These outlets are known as "Domino's Pizza" stores and conduct business under a uniform business format, with specially designed equipment, computer hardware and software designated by us, and specifications for the preparation and sale of pizza and certain authorized food products (the "Domino's System"). We have obtained the license to use and the right to sublicense the use of certain valuable trademarks, service marks and commercial symbols in connection with the operation of Domino's Pizza Stores including the mark "Domino's Pizza" (the "Marks").

You have applied to us for a franchise to operate a Domino's Pizza Store utilizing the Domino's System and the Marks at the location identified in this Agreement. Your application has been approved by us in reliance upon all of the representations made in your application including those concerning your financial resources, your other investments and interests and the manner in which the franchise will be owned and operated.

You acknowledge that you have read this Agreement and our Franchise Disclosure Document and been given an opportunity to obtain clarification of any provision that you did not understand. You also understand and agree that the terms and conditions contained in this Agreement are necessary to maintain our high standards of quality and service and the uniformity of those standards at all Domino's Pizza Stores.

2. GRANT AND TERM OF FRANCHISE.

2.1 Grant.

Subject to the terms of this Agreement, DPF grants to you a franchise to operate a Domino's Pizza Store (the "Store") under the Domino's System and a sublicense to use the Marks in the operation of the Store at the following location: Domino's Pizza Store # located at:

2.2 Term of Franchise.

The term of this Agreement shall be for a period of ten (10) years, commencing on the date of opening of the Store (or if this Agreement is being signed in connection with a renewal or transfer of the franchise, commencing on the day following the expiration or termination of the previous franchise agreement, as the case may be).

3. RENEWAL OF FRANCHISE.

3.1 Option to Renew.

You may, at your option, renew the franchise for one additional ten (10) year term by signing a new franchise agreement with us, provided:

(a) you are not in material default of any provision of this Agreement or any other agreement with us or our subsidiaries or affiliates or any other creditor or supplier of the Store and have substantially complied with the terms and conditions of these agreements during their terms. For purposes of this Section 3.1(a), "substantial compliance" shall mean that you have not (i) breached or violated the terms of this Agreement on six (6) or more occasions during the term of this Agreement or on three (3) or more occasions during the last twenty four (24) months prior to the expiration of the term of this Agreement regardless of whether or not you cured any such breach or violation, or (ii) engaged in any conduct or act described in Section 18.2.1 of this Agreement at any time during the term of this Agreement regardless of whether or not you cured any such breach or violation;

(b) you are able to maintain possession of the Store premises or to secure and develop a suitable alternative site approved by us;

(c) you refurbish the site as provided in Sections 9 and 15 of this Agreement or, if we require, agree to relocate the premises of the Store to a location approved by us and develop the premises in accordance with our then current requirements. If we require you to relocate the premises of the Store, you will be entitled to credit the costs of developing the new premises toward any refurbishing obligations you may have under the franchise agreement executed in connection with such renewal; and

(d) subject to applicable laws, you and your owners agree to execute a general release, in a form then prescribed by us, of any claims arising out of this Agreement against us and our affiliates, and our and their officers, directors, managers, agents, representatives and employees. This option to renew may not be exercised unless all of the preceding conditions are fully satisfied. The option to renew is personal to you and may not be exercised by any other person or entity without our prior written consent.

3.2 Manner of Renewal.

The new franchise agreement you must execute to renew the franchise shall be our then current form of standard franchise agreement. You must also sign all other agreements we customarily require at the time of renewal of the franchise. You understand that the renewal franchise agreement may provide for higher royalty fees and greater expenditures for advertising and promotion than are provided for in this Agreement and may contain other terms materially different from the terms of this Agreement. The area of primary responsibility of the Store will not be modified unless such modification is consistent with criteria then in effect for comparable market areas. There will be no initial franchise or similar fee charged upon a renewal of the franchise. You will also be entitled to renew the franchise at the end of the renewal term in accordance with the renewal provisions, if any, contained in the franchise agreement executed by you in connection with your renewal of the franchise.

3.3 Notification of Expiration.

Provided you are in compliance with this Agreement, including the provisions of Section 3.1, we will send all agreements relating to renewal of the franchise for your review and execution approximately six (6) months prior to the expiration of this Agreement along with a notification of the expiration of this Agreement. Your failure to return these agreements to us within thirty (30) days of receipt will be deemed an election by you not to renew this Agreement. Our notice will also state what actions, if any, you must take to correct the deficiencies in your operation of the Store or whether we will require you to relocate or refurbish the premises of the Store as provided in Section 3.1 above. We also will specify the time period in which these deficiencies must be corrected or by which the refurbishing or relocation and development of the new premises must be completed, provided that, in the event that the then current term of your lease or any renewal lease does not expire concurrently with the expiration of this Agreement, we will not require you to complete a relocation of your Store and development of the new premises until the expiration of the then current term of your lease or any renewal lease. If we require you to relocate the Store, our notice will identify the reasons for requiring relocation. Renewal of the franchise will be conditioned on your continued compliance with all the terms and conditions of this Agreement and all other agreements with us and our affiliates and subsidiaries and all other creditors and suppliers of the Store up to the date of expiration.

4. TERRITORIAL RIGHTS AND OBLIGATIONS.

4.1 Area of Primary Responsibility.

The following geographic territory will be your Area of Primary Responsibility:

A one (1) mile radius from the store located at:

Provided you are in compliance with the terms of this Agreement, and except as otherwise provided in Section 4.3, we will not operate or grant a franchise for the operation of a Domino's Pizza Store during the term of this Agreement whose area of primary responsibility overlaps your Area of Primary Responsibility.

4.2 Delivery Service.

We shall have the right to prescribe from time to time the boundaries outside of which the Store may not offer delivery service. You further understand that in revising these boundaries we may in our discretion make adjustments to the size of your delivery and service area to account for, among other things, changing market conditions, population changes and other relevant considerations, including but not limited to the reasons contained in Section 4.3. You further agree that the Store will at all times during approved hours of operation offer delivery service to all customers located within your delivery and service area, provided, however, you are not required to offer delivery service in areas which might present a danger to you or your employees. However, you will remain solely responsible for investigating and reviewing periodically, but not less than annually, any decisions by you to limit your delivery area for safety reasons, subject to procedures and standards we may prescribe from time to time, and for obtaining and maintaining information that supports your decisions to limit delivery service. You understand and agree that you may not change the boundaries of your delivery and service area without our prior written consent. When making deliveries, you and your employees must strictly comply with all laws, regulations and rules of the road and due care and caution in the operation of delivery vehicles.

4.3 Exclusions.

Notwithstanding the provisions of Sections 4.1 and 4.2, enclosed malls, institutions (such as hospitals), airports, parks (including theme parks), sports arenas, convention centers and other facilities or venues where events are scheduled shall be excluded from your Area of Primary Responsibility and your delivery and service area, unless otherwise specified by us in writing. We retain the right on our behalf and behalf of our affiliates to open a Domino's Pizza store at any of these facilities or venues wherever the facility or venue is located, in order to service the facility or venue, or grant franchises or licenses for others to do so; provided, however, that you shall have the first option to operate the store and to service such facility or venue if you meet the legal and/or venue requirements, subject to your completion of our approval process and satisfaction of our conditions for approval. You shall be granted a reasonable period of time to consider the option. "Reasonable" shall be defined on a case-by-case basis by reference to the time allowed by the venue and competitive circumstances. In the event we decide to open a Domino's Pizza store at any of these facilities or venues, or grant a franchise or license for others

to do so, the delivery and service area of the Store shall be automatically adjusted to exclude such facility or venue.

5. OPENING ADVERTISING AND PROMOTION EXPENDITURE.

If you (or the Controlling Person if you are an Approved Entity) are opening your (or his or her) first Domino's Pizza Store, you must submit to us proof no later than ninety (90) days after opening of the Store that you have spent at least Three Thousand Dollars (\$3,000.00) on grand opening advertising and promotion.

6. ROYALTY FEE AND OTHER CHARGES.

6.1 Amount and Payment.

During the term of the franchise, you agree to pay us a royalty fee of five and one-half percent (5-1/2%) of the weekly royalty sales of the Store. This fee must be paid by Thursday of each week on royalty sales for the week ending on the preceding Sunday. Payment must be made by electronic funds transfer as provided in Section 6.4 below or as we may otherwise designate from time to time.

6.2 Definition of Royalty Sales.

The term "royalty sales" means the total receipts from all sales by the Store of all pizza, beverages and other products or services authorized for sale at the Store or at any approved off-site location but exclusive of sales or equivalent taxes, coupon and similar discounts, and beverage container deposits approved by us. Premium or similar promotional items must be included in computing royalty sales unless these items have been sold at or below cost by the Store. Premium or similar promotional items shall not be deemed to include any food or beverage item unless otherwise specified by us.

6.3 Interest on Late Payments.

All royalty fees, advertising contributions and all other amounts owed to us pursuant to this Agreement will bear interest after the due date at the rate of one and one-half percent (1½%) per month or at the highest legal rate for open account business credit in the state in which the Store is located, whichever is lower.

6.4 Electronic Funds Transfer.

You must participate in an electronic funds transfer program under which royalty fees and advertising contribution payments are deducted or paid electronically from your bank account. We may permit you to initiate payments via a system established or approved by us, or at our option, require you to authorize us to initiate debit and/or credit entries and/or credit correction entries to your Store bank operating account (the "Account") for payment of royalty fees and advertising contributions on forms we prescribe. In the event you are required to authorize us to initiate debit entries, you agree to make the funds available in the Account for withdrawal by electronic transfer no later than the due date for payment. The amount actually transferred from the Account to pay royalty fees and advertising contributions will be based on

the Store's royalty sales reported to us. If you have not reported royalty sales of the Store to us for any reporting period, we will be authorized to debit the Account in an amount equal to the royalty fee transferred from the Account for the last reporting period for which a report of the royalty sales of the Store was provided to us. If at any time we determine that you have under-reported the royalty sales of the Store or underpaid royalty fees or advertising contributions due us under this Agreement, we will be authorized to initiate immediately a debit to the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided for in this Agreement. An overpayment will be credited to the Account through a credit effective as of the first reporting date after we and you determine that such credit is due. Our use of electronic funds transfers as a method of collecting royalty fees and advertising contributions due us does not constitute a waiver of any of your obligations to provide us with weekly sales reports as provided in Section 14.2 nor shall it be deemed a waiver of any of the rights and remedies available to us under this Agreement. If, for any reason other than your fault or neglect, the electronic funds transfer program in which we require you to participate is not functioning so as to allow you to pay the amounts due under this Agreement to us, you may seek permission from us to make payment by mail for the period of time that the electronic funds transfer system is not functioning. If we grant permission for you to make payment by mail, we will specify the day by which payment must be postmarked and paid for any week on royalty sales for the week ending on the preceding Sunday.

6.5 Application of Payments.

When we receive a payment from you, we have the right in our sole discretion to apply it as we see fit to any past due indebtedness of yours due to us or our affiliates, whether for royalties, advertising contributions, purchases, interest, or for any other reason, regardless of how you may designate a particular payment to be applied. In addition, we may offset any amount otherwise due under any discount or rebate program against any amount owed to us.

7. STORE LOCATION.

7.1 Location and Use.

You may operate the Store only at the location specified in Section 2.1 and you may not relocate the Store except with our prior written consent. The Store may only be used for the operation of a Domino's Pizza Store and other related activities approved by us in writing. You shall not allow the premises of the Store to be used for any purpose which in our judgment, adversely affects the reputation of the Store or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation, or moral turpitude.

7.2 Relocation; Damage, or Condemnation.

In the event the Store is destroyed or rendered unusable, we may grant permission for the Store to be repaired, restored or reconstructed at the existing location or any other agreed upon location. Any repair, restoration, reconstruction or relocation will be at your sole expense. The Store, whether we grant permission for you to repair, restore, reconstruct or relocate, must be open and operating no later than six (6) months after its closure. In addition, within ten (10) days of vacating the Store premises, you must make such reasonable modifications to the

exterior and interior of the Store (including signage, menu boards, job aids, product photos and the like) as we require to fully eliminate its identification and appearance as a Domino's Pizza Store. If you fail or refuse to fully de-identify the Store to the extent and in the manner required by this Agreement, we may, at our option and in addition to other rights and remedies we may have, make the modifications that are contemplated by this Agreement on your behalf and you agree to promptly pay and reimburse us on demand for any costs incurred by us including, without limitation, the proportionate compensation of our employees who devote time and render services in the de-identification of the Store.

7.3 Location and Operation of Commissary.

Any commissary operated by you in connection with the Store may be located only at the premises of the Store or other premises approved by us in writing and must be operated in accordance with commissary standards prescribed by us from time to time. Such commissary must be owned by you and operated by you and your employees exclusively for the benefit of the Store or other Domino's Pizza Stores owned by you and may not be owned or operated by any other person or entity without our prior written consent. You may not open or operate a commissary unless you have received prior written notification from us that you have satisfied in advance all of our requirements for the operation of a commissary, including all required training of commissary personnel.

7.4 Store Lease.

Unless otherwise agreed to by us in writing, if the property on which the Store is located is not owned by you, you must maintain a lease for the site of the Store (including the lease for the site of the commissary, if any, to be operated by you in connection with the Store) which shall contain such terms as we specify from time to time for all leases of a similar type. Each original lease, renewal leases, and lease addenda and modification of any type must be submitted to us prior to execution for our examination and approval that it contains the terms we require in all leases. You must provide us with a copy of the executed lease, any renewal lease, and any addenda and modification within thirty (30) days after execution by you and the landlord.

7.5 Assumption of Lease on Termination or Expiration.

Upon the termination or expiration of the franchise for any reason, other than a termination by you for cause, we or our designee shall have the right to assume your status and replace you as lessee. You agree to execute an assignment of your interest in the lease promptly upon our request. Upon exercise of our right to assume, your status as lessee, and your compliance with the other provisions of this section, you will be fully released and discharged from all liability for rent and all other future liability under the lease (although not from any liability for unpaid rent or any other then existing liability to the lessor under the lease, including, without limitation, any damages to the premises or restoration costs). If we exercise our right to assume your lease, we will indemnify you and hold you harmless against any claim made for future rent or other future liability under the lease. We will also notify you within ninety (90) days of obtaining your written assignment of your interest in the lease of any damages to the premise or restoration costs for which you are liable or responsible.

7.6 Ownership of Store Premises.

If you, or any entity that you own or control, owns any interest in the real estate where the Store is located, you agree to furnish to us upon request, a copy of the deed and any other document relating to the title to the real estate and a copy of your owner's policy of title insurance.

8. STORE DEVELOPMENT.

8.1 Development and Construction.

You agree that promptly after obtaining possession of the site for the Store you will:

(a) cause to be prepared and submit for approval by us a site plan and any modifications to our basic architectural plans and specifications for the Store, including requirements for dimensions, exterior design, materials, interior layout, equipment, fixtures, furniture, signs, and decorating. You understand that you may modify our basic plans and specifications only to the extent required to comply with applicable ordinances, building codes and permit requirements and only with our prior written approval;

(b) obtain all required zoning changes; all required building, driveway, utility, health, sanitation, and sign permits and any other required permits;

(c) purchase or lease fixtures, furniture and signs meeting our specifications or requirements and, if we so require, from an approved vendor or vendors designated by us;

(d) acquire through purchase, lease and/or license the Brand Technology as required by Section 15.9.1.

(e) complete the construction and/or remodeling, equipment, fixture, furniture and sign installation and decorating of the Store in full and strict compliance with plans and specifications approved by us and all applicable ordinances, building codes and permit requirements;

(f) obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services; and,

(g) fully investigate and become familiar with the Store's delivery area and its boundaries.

8.2 Equipment, Fixtures, Furniture and Signs.

We will provide you with specifications for pizza, other authorized food and beverage preparation, dispensing, storage and display equipment, delivery and related motor vehicles, other equipment, fixtures, furniture, exterior and interior signs and decorating that we require you to use or install in the Store. We may specify brands, types or models for any of these items. You may purchase items meeting our specifications from any source unless we designate an

approved source or sources for any of these items. If you propose to purchase or lease items not previously approved by us as meeting our specifications or from a vendor not approved by us, you must first notify us and we may require submission of sufficient specifications, photographs, drawings and/or other information and samples to determine whether any such item or supplier meets our specifications or our approved vendor criteria. We will advise you within a reasonable time whether any proposed item or vendor meets our specifications or our approved vendor criteria. You agree to use only such items that meet our specifications in the operation of the Store and to purchase them from approved vendors, if we so require. You understand, however, that we or our affiliates or an approved vendor may be the only source for some of these items and that we may otherwise limit the number of approved vendors. We reserve the right to charge you for our reasonable expenses in testing and/or evaluating any proposed item or vendor submitted by you.

8.3 Store Opening.

You agree to complete development of the Store and have the Store ready to open within a reasonable time after obtaining possession of the site for the Store. If you do not open the Store within six (6) months from the effective date of this Agreement, we will have the option to terminate this Agreement upon the giving of written notice to you.

9. STORE REFURBISHING.

You have an obligation to maintain the Store in a manner which contributes positively to the then current image of the Domino's Pizza brand. You agree to refurbish the Store (in addition to regular maintenance and repair), within six (6) months of receipt of written notice from us, as we may from time to time require to maintain or improve the appearance and efficient operation of the Store, to increase its sales potential or to comply with our then current standards, image or identity. Refurbishing may include:

- (a) replacement of worn out or obsolete equipment, fixtures, furniture and signs;
- (b) the substitution or addition of new or improved equipment, including safes, fixtures, furniture, and signs, designated by us;
- (c) redecorating;
- (d) renovation of the interior and exterior of the premises and restoration and resurfacing of parking facilities; and
- (e) structural modifications and remodeling of the premises.

You will not be required to make aggregate expenditures for refurbishing of the Store in excess of one and one half percent (1 ½ %) of the royalty sales of the Store from the date of its opening to the date of any required refurbishing not to exceed the ten (10) year period prior to the date of any such required refurbishing or, except in connection with a renewal of the

franchise, to effect any refurbishing of the Store during the last twelve (12) months of the initial term of the franchise.

For purposes of this Section 9, the term equipment shall not include computer hardware or other components of the Brand Technology (as defined in Section 15.9.1). Any additions, substitutions, replacements or modifications to the Brand Technology shall be governed by the provisions of Sections 15.9.1. and 15.9.2 of this Agreement.

10. TRAINING.

10.1 Initial Training.

If you (or the Controlling Person if you are an Approved Entity) are opening your (or his or her) first Domino's Pizza Store, you (or the Controlling Person) must enroll in and complete all training programs and classes which we require for the operation of a Domino's Pizza Store. These training programs and classes will be furnished at such times and places as we designate. We have the right to charge a reasonable training fee for these training programs or classes. All training programs and classes must be completed to our satisfaction. You will be responsible for the travel, living expenses and any other costs incurred during these training programs and classes.

10.2 Training of Employees.

You agree to implement a training program for employees of the Store and to be solely responsible for training the employees to legally, safely and properly perform his or her duties while inside the Store and while outside the Store for business purposes, including training your employees to follow appropriate procedures for their safety and well-being as well as the safety and well-being of the public. You agree not to employ any person who fails or refuses to complete your training programs or is unqualified to perform his or her duties in accordance with the requirements established for the operation of a Domino's Pizza Store. You acknowledge and understand that implementing a training program for employees of the Store and training your employees to follow safe and proper procedures for the operation of the Store will remain your sole responsibility even if, from time to time, you obtain advice, certifications or suggestions from us or our affiliates about these topics. You further acknowledge and understand that it is not our responsibility or duty to implement a training program for your employees, nor do we have the responsibility or duty to instruct your employees about matters of safety and security in or around the Store or delivery service area or on the way to or from the Store. By providing advice, certifications or suggestions, we do not assume any of your responsibilities or duties.

10.3 Additional Training.

We may also, at our option, require you (or the Controlling Person if you are an Approved Entity) to attend supplemental or additional training programs which may be offered from time to time by us or our affiliates during the term of the franchise. The fee for such training shall range from between One Hundred Dollars (\$100.00) and Five Hundred Dollars (\$500.00) per training class. You will be responsible for the reasonable costs of such programs and for the travel and living expenses and any other costs incurred during these programs. You

must complete this supplemental or additional training within one (1) year of the time in which it is originally offered by us or our affiliates.

11. OPERATING ASSISTANCE.

11.1 Advice and Guidance.

We will furnish you with such reasonable operating assistance as we determine from time to time to be necessary for the operation of the Store. Operating assistance will include advice and guidance regarding:

- (a) methods of pizza, other authorized food and beverage preparation, packaging and sale; and
- (b) the establishment of administrative, bookkeeping, accounting, inventory control and general operating procedures.

You acknowledge and understand that it is not our responsibility or duty to operate the Store and we do not have the legal right to direct your employees in the operation of the Store. Those functions remain your sole responsibility and duty. Further, you understand that the assistance provided to you under this Section 11 does not obligate us to provide the accounting, bookkeeping, administrative, inventory control or marketing services required for the operation of the Store or to otherwise operate the Store. By providing advice or suggestions, we do not assume any of your responsibilities or duties.

11.2 Operating Problems.

We will advise you from time to time of operating problems of the Store disclosed by reports submitted to or inspections made by us or our designee. We will make no separate charge for operating or marketing assistance except that we may make reasonable charges for forms and other materials supplied to you and for operating assistance made necessary in our judgment as a result of your failure to comply with any provision of this Agreement or for operating assistance requested by you in excess of that normally provided by us. By providing advice, certifications or suggestions, we do not assume any of your responsibilities or duties.

12. STORE PRODUCTS.

12.1 Store Menu.

You agree that you will offer for sale and sell at the Store for final consumption and not for resale, all pizza and other authorized food and beverage products and perform the carry-out and delivery services that we from time to time authorize; provided, however, you may offer for resale authorized products for certain programs approved by us. Such approval will not be unreasonably withheld and the decision to approve shall be based upon: (i) quality assurance; (ii) brand image; (iii) and such other factors as we determine. You also agree that you will not offer for sale or sell at the Store any other products or services.

12.2 Pizza Ingredients, Supplies and Materials.

All pizza and other food ingredients, beverage products, cooking materials, containers, packaging materials, other paper and plastic products, utensils, uniforms, menus, forms, cleaning and sanitation materials and other supplies and materials used in the operation of the Store must conform to the specifications and quality standards established by us from time to time. You must use in the operation of the Store boxes, containers and other paper or plastic products imprinted with the Marks as prescribed from time to time by us. We may in our sole discretion require that ingredients, supplies and materials used in the storage, preparation, packaging, and delivery of pizza and other authorized food products be purchased exclusively from us, our affiliates or from approved suppliers or distributors. You agree to request delivery of food products to the Store in quantities and in a manner that is consistent with policies prescribed from time to time by us. Any ingredient, supply or material not previously approved by us as conforming to our specifications and quality standards must be submitted for examination and/or testing prior to use. We reserve the right from time to time to examine the facilities of any approved supplier or distributor, including the commissary operated by you, if any, and to conduct reasonable testing and inspection of the ingredients, materials or supplies to determine whether they meet our standards and specifications. We also reserve the right to charge fees for testing and evaluating proposed suppliers or distributors and examining and inspecting commissary operations and to impose reasonable limitations on the number of approved suppliers or distributors of any product. Approval of a supplier or distributor may be conditioned on requirements relating to frequency of delivery and standards of service including prompt attention to complaints and the ability to service and supply Stores within areas designated by us.

13. ADVERTISING AND PROMOTION.

13.1 By DPF.

We or our designee will from time to time formulate, develop, produce and conduct advertising and promotional programs in the form and media as we or our designee determines to be most effective. You agree to participate in all national and local and regional advertising and promotions as we determine to be appropriate for the benefit of the Domino's System. We reserve the right, in our sole discretion, to determine the composition of all geographic territories and market areas for the development and implementation of advertising and promotion programs. All costs of the formulation, development and production of any such advertising and promotion (including without limitation the proportionate compensation of our employees who devote time and render services in the formulation, development and production of such advertising and promotion programs or the administration of the funds), will be paid from a separate fund administered by a separate not for profit entity (the "Advertising Fund"). You will be obligated to pay four percent (4%) of the weekly royalty sales of the Store to the Advertising Fund. Your contribution to the Advertising Fund must be paid by Thursday of each week on royalty sales for the week ending on the preceding Sunday. Payment must be made by electronic funds transfer as provided in Section 6.4 of this Agreement or as we may otherwise designate from time to time. All Domino's Pizza Stores owned by us or our affiliates will contribute to the cost of such advertising and promotion programs on at least the same basis as the majority of domestic franchisees in the Domino's System. We will submit to you upon request an annual statement of monies collected and costs incurred by the Advertising Fund. We reserve the right

to engage the services of an advertising source or sources to formulate, develop, produce and conduct the advertising and promotion programs, the cost of such services to be payable from the Advertising Fund.

You acknowledge and understand that the Advertising Fund is intended to maximize general public recognition and patronage of the Marks in the manner determined to be most effective by us and our affiliates and that neither we nor our affiliates undertake any obligation in developing, implementing or administering these programs to ensure that expenditures which are proportionate or equivalent to your contributions are made for the market area of the Store or that any Domino's Pizza Store will benefit directly or pro rata from the placement of advertising or from other promotional programs.

From time-to-time we may, in our sole and absolute discretion, apply, collect or retain all or part of up to two percent (2%) of royalty sales that you are required to contribute or spend under Section 13.2 for expenditure by the Advertising Fund under this Section 13.1 (a "Roll-Up"). In the event of a Roll-Up, all contributions or payments made by you under Section 13.2 and allocated to the Advertising Fund ("Allocated Funds") shall be construed as if such Allocated Funds were made to the cooperative or for local advertising expenditures for purposes of determining your amount of contribution or payments to your cooperative or your required expenditures under Section 13.2.

In the event we commence a Roll-Up, we may continue such Roll-Up for a period of up to five (5) years commencing on the Roll-Up commencement date (the "Roll-Up Commencement Date") and ending on the day before the fifth (5th) anniversary of the Roll-Up Commencement Date, and, thereafter, we can continue such Roll-Up for additional periods of up to five (5) years each unless the cumulative domestic same-store sales percentage change reported by Domino's Pizza, Inc., measured from the Roll-Up Commencement Date until the last day of the fourth year of any such five year Roll-Up period (the "Same Store Sales Change"), shall be less than one-tenth of one percent (0.1%). If the Same Store Sales Change is less than one-tenth of one percent (0.1%), we can, nevertheless, continue the Roll-Up for additional periods of up to five (5) years unless (a) during the first (1st) quarter of the fifth (5th) year of such a Roll-Up, a vote is requested in writing by any franchisee in good standing (including, but not limited to, any franchisee not then in default) and operating under this provision, and (b) sixty-five percent (65%) of Domino's Pizza stores in good standing and operating under this provision vote to suspend such Roll-Up (a "Suspension Vote"). If there is a Suspension Vote, then such Roll-Up shall be suspended (the "Suspension") at the conclusion of the fifth (5th) year of such Roll-Up. Such Suspension shall remain in effect until sixty-five percent (65%) of Domino's Pizza Stores in good standing and operating under this provision vote to reinstate our ability to commence a Roll-Up (the "Reinstatement Vote") after which our ability to effectuate a Roll-Up will be as described above until such time that it is suspended pursuant to this Section 13.1. For purposes of the Suspension Vote and the Reinstatement Vote, all Domino's Pizza Stores in good standing and operating under this provision at the time of such vote and all corporate or affiliate owned Domino's Pizza Stores shall be entitled to vote on the basis of one vote per Store.

13.2 Local and Regional Advertising Cooperatives.

We reserve the right to require that you participate in local and regional advertising cooperatives administered by us or our affiliates or other franchisees of the Domino's System or, in the event no such cooperative has been established, to require you to conduct local advertising for your Store. In addition to the advertising contribution payable by you under Section 13.1, you agree to pay any contributions that we require you to make for expenditures by these local or regional cooperatives or that may be otherwise approved by these cooperatives or for local advertising if no cooperative exists. If there is no advertising cooperative or if the Domino's Pizza Stores participating in a cooperative have not agreed upon a percentage of royalty sales to be contributed to the cooperative, you must expend or contribute to the cooperative, respectively, an amount we specify up to and including two percent (2%) of royalty sales. If a cooperative exists and sixty-five percent (65%) or more of the Domino's Pizza Stores agree to contribute or are contractually obligated to contribute a specified percentage of royalty sales to the cooperative, then we can require you to make the same percentage contribution to the cooperative as the other Stores in the cooperative. All Domino's Pizza Stores participating in a cooperative shall contribute no less than 2% of royalty sales. All Stores which are contractually obligated to contribute the specified percentage of royalty sales voted upon by the cooperative shall be counted as a favorable vote, whether or not they attend or vote at the meeting. We agree that the maximum aggregate amount we can obligate you to contribute for advertising and promotion under this Section 13.2 and Section 13.1 will be nine percent (9%) of the royalty sales of your Store. All contributions payable under this Section 13.2 must be paid by Thursday of each week on royalty sales for the week ending on the preceding Sunday. Payment must be made by electronic funds transfer as provided in Section 6.4 of this Agreement or as we may otherwise designate from time to time. Nothing contained in this Section 13.2 shall limit, affect or supersede any obligation on your part to contribute a greater percentage of the royalty sales of the Store pursuant to any separate agreement or understanding you may have with any such local or regional advertising or promotional cooperative. We reserve the right, on our behalf and on behalf of our affiliates, to engage the services of an advertising source or sources to formulate, develop, produce and conduct the advertising and promotion programs for the cooperatives or for local advertising if no cooperatives exists with the cost of these services payable from the cooperative advertising budget or contributions made by you in accordance with this provision.

13.3 By Franchisee.

All of your advertising, promotions and media relations, including, but not limited to, all public relations, social media, events and all advertising and promotions conducted by you or your employees whether through public appearances or in print, or on radio, television, the Internet, and other electronic media ("Your Advertising"), must be completely factual and shall conform to the highest standards of ethical advertising and be consistent with the then current image and policies relating to advertising and promotional programs of a Domino's Pizza Store. In the event Your Advertising, in our judgment, is deemed to be inappropriate in any way, you shall immediately terminate or remove Your Advertising upon receipt of notice from us. We do not assume any of your duties and responsibilities related to Your Advertising.

14. RECORDS AND REPORTS.

14.1 Bookkeeping and Recordkeeping.

You agree to establish and retain a bookkeeping, recordkeeping, computer and point of sale system (including a record of the names, addresses, telephone numbers and order history of the customers in your Store's delivery area all in form and format designated by us) conforming to the requirements prescribed by us, relating, without limitation, to the use and retention of daily sales information, counts of pizza types and other approved menu items sold, coupons, purchase orders, purchase invoices, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, checks and credit card sales, journals and general ledgers, including any comparable electronically generated information or any supporting records or materials we may require or prescribe. You agree to retain all business records and reports (whether paper or electronically generated) relating to the Store in accordance with record retention policies and guidelines prescribed by us, from time to time, and for the time limits required by all applicable laws, ordinances and regulations. You also agree to maintain an emergency back-up order taking system and other back-up operational procedures identified by us in accordance with policies and procedures we may prescribe from time to time. You agree that we shall have full access, either on-site or from a remote location, to all of your computer data, equipment and systems containing any and all of the information, records and reports required by this Section 14.1 or any other provision of this Agreement or any other agreement with our affiliates. In addition, you agree to provide us with access to all such data, equipment and systems to facilitate the exchange of information you are required to provide us under this Agreement. Any information provided by you shall be used by us in a lawful manner.

14.2 Sales Reports and Financial Statements.

You agree to submit to us, in accordance with requirements prescribed by us from time to time and in a format which we may designate from time to time:

- (a) with the royalty fee due, a weekly report of the sales of the Store and all other information and supporting records as we may require;
- (b) within sixty (60) days of the end of each fiscal year of the Store;
 - (i) a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the year and an unaudited annual statement of profit and loss and financial condition of the Store prepared on an accrual basis;
 - (ii) if you are a corporation, partnership or other approved entity, a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the year and an unaudited statement of profit and loss of the corporation, partnership or approved entity prepared on an accrual basis; and
 - (iii) if you have additional Domino's Pizza Stores, a consolidated statement of profit and loss for all of your operations, including any additional Domino's Pizza Stores which you own and all administrative and commissary

operations. The statements must be prepared in accordance with generally accepted accounting principles by an accountant in the manner prescribed by us;

(c) promptly upon our request and within twenty (20) days of the end of the month or period, in the manner as we may prescribe, and continuing for such period of time as we may from time to time designate:

(i) a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the month or period and an unaudited statement of profit and loss of the Store prepared on an accrual basis for each month or period;

(ii) if you are a corporation, partnership or other approved entity, a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the month or period and an unaudited statement of profit and loss of the corporation, partnership or approved entity prepared on an accrual basis for each month or period; and

(iii) a consolidated statement of profit and loss for all of your Domino's Pizza Stores for each month or period;

(d) if you are in default under any of the terms or conditions of this Agreement, statements submitted on a quarterly basis affirming that all federal, state and local taxes have been paid;

(e) upon our written request, exact copies of your and your owners federal, state and local business income tax returns and state sales tax or equivalent tax returns for any period; and

(f) such other information as we may reasonably require to determine you and your owners' compliance with this Agreement or to assist you in the operation of the Store or to otherwise evaluate the performance of the Store, including information about the sales and receipts of the Store.

14.3 Right to Require Audit.

We reserve the right to audit the sales reports, financial statements, tax returns, information from the Store's computer system, and any other records you are required to retain or submit to us. In the event any audit discloses an understatement of the royalty sales of the Store for any period or periods (regardless of whether the understatement is intentional or not), we shall have the right to require that you pay on the amount of such understatement the royalty fee of five and one-half percent (5-1/2%), all advertising contributions due under this Agreement and the amount, if any, required to be paid to your local or regional cooperative as provided in this Agreement, plus interest due. Further, in the event such understatement for any period or periods shall be two percent (2%) or more of the royalty sales of the Store or such inspection or audit is made necessary by your intentional or negligent underreporting (including, without limitation, underreporting that arises out of your insufficient supervision of your employees) or

your failure to furnish reports, supporting records, financial statements or other information required by this Agreement or to furnish these reports, records, information or financial statements on a timely basis, you will be obligated to reimburse us for the cost of the audit, including the charges of any independent certified public accountant used and the travel expenses, room and board and compensation of our employees or anyone we engage to conduct the audit. In the event you dispute the results of any audit conducted by us or our representatives, you will have the right, upon written notice to us within ten (10) days of your receipt of the results of our audit, to have the results verified by an independent certified public accounting firm selected by our outside accounting firm. The expense of this audit shall be borne by you unless this further audit discloses that no deficiency is due in which case we will be obligated to pay for the audit. We will notify you within ten (10) days of our receipt of your notice when the independent audit will commence. You agree to cooperate with all personnel conducting the audit. The results of the independent audit shall be binding upon the parties. You agree to pay any deficiencies within ten (10) days after receipt of our audit or, if applicable, the independent audit requested by you. You acknowledge and agree that conducting an audit as authorized by this section is one but not the only way we may determine or establish that you have underreported the royalty sales of the Store for any period or periods. You and your owners agree to fully comply and cooperate with any and all audits, including, but not limited to, you, your owners and your employees treating our personnel in a professional manner.

15. OPERATING REQUIREMENTS.

15.1 Operating Procedures.

You agree to fully comply with all specifications, standards and operating procedures and rules from time to time prescribed for the operation of a Domino's Pizza Store, including, but not limited to, specifications, standards and operating procedures and rules relating to:

(a) the safety, maintenance, cleanliness, sanitation, function and appearance of the Store premises and its equipment, (including computer hardware, software, peripheral devices, high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources), image, fixtures, furniture, decor and signs;

(b) qualifications, dress, grooming, general appearance and demeanor of you and your employees, including, but not limited to, engaging in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude;

(c) quality, taste, portion control and uniformity, and manner of storage, preparation and sale, of all pizza and other authorized food and beverage products sold by the Store and of all ingredients, supplies and materials used in the storage, preparation, packaging and sale of these items;

(d) methods and procedures relating to receiving, preparing, delivering and storing customer orders, including without limitation, online ordering;

- (e) the hours during which the Store will be open for business;
- (f) use and illumination of exterior and interior signs, posters, displays, menu boards and similar items;
- (g) the handling of customer complaints;
- (h) advertising on the Internet or other electronic media, including websites, home pages and the use of domain names;
- (i) e-mail capabilities of the Store and other electronic communication methods (including high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources) and devices to facilitate communication with us or our offices, including the exchange of information between the Store and us; and,
- (j) the method and manner of payment which will be accepted from customers.

By entering into this Agreement, you agree to abide by these specifications, standards, operating procedures and rules and to fully adopt and implement them.

15.2 Compliance with Laws and Other Business Practices.

You agree to secure and maintain in force all required licenses, permits and certificates and operate the Store in full compliance with all applicable laws, ordinances and regulations. You also agree to pay when due all amounts payable pursuant to any provision of this Agreement or any other agreement with us or our affiliates or subsidiaries or pursuant to any agreement with any other creditor or supplier of the Store. You shall file all tax returns and pay all taxes before they become delinquent. You agree not to permit any levy or warrant to be issued by any taxing authority or other creditor, (excluding mechanics liens and other immaterial liens), against any of your assets, nor allow any of your assets to be seized or frozen by any taxing authority or other creditor. Furthermore, if you are subject to any withholding taxes on royalty fees or other payments due, you shall provide us with quarterly evidence that such tax has been remitted to the appropriate governmental agency on a quarterly basis.

You agree to abide by the Payment Card Industry Data Security Standards enacted by the applicable Card Associations, applicable to your business. If you know or suspect a security breach, you shall immediately notify us. You shall promptly identify and remediate the source of the compromise. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning your customers. Without limiting the generality of other provisions of this Agreement, you agree to defend, indemnify and hold us and our affiliates harmless from and against any and all claims, demands, duties, obligations, damages, fines and/or penalties imposed upon you as a result of non-compliance with the Payment Card Industry requirements.

You and your owners acknowledge that Executive Order 13224 (the "Executive Order") prohibits transactions with terrorists and terrorist organizations and that the government of the

United States has adopted and may in the future adopt other anti-terrorism measures (the "Anti-Terrorism Measures"). You certify that neither you or your owners nor any of your employees, affiliates or any other person or entity associated with the Store is: (1) a person or entity listed in the Annex to the Executive Order; (2) a person or entity otherwise determined pursuant to the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism (such a person or entity and those persons and entities listed in the Annex to the Executive Order are referred to herein as "Terrorists"); (3) a person or entity who assists, sponsors or who supports Terrorists or acts of Terrorism ("Sponsors of Terrorism"); or (4) owned or controlled by Terrorists or Sponsors of Terrorism. Furthermore, you covenant that neither you or your owners, nor any of your employees, affiliates or any other person or entity associated with the Store shall, during the term of this Agreement, become a person or entity described in clause (1), (2) or (3) above, or shall otherwise become a target of any Anti-Terrorism Measures. Should you or any of your owners, employees, affiliates, or any person or entity associated with the Store, violate the provisions of this paragraph, we will have the right to immediately terminate this Agreement.

15.3 Pricing.

We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services, including pricing we prescribe from time to time for any national, regional or local advertising or promotion.

15.4 Operating Manual.

We will loan to you during the term of the franchise one or more copies of an operating manual or operational bulletins or similar materials containing mandatory and suggested specifications, standards and operating procedures and rules prescribed from time to time by us and information relative to your other obligations under this Agreement and the operation of the Store (the "Operating Manual"). We will provide you with a manual or electronic copy of the Operating Manual. The entire contents of the Operating Manual will remain confidential and are proprietary to us and our affiliates. We will have the right to add to and otherwise modify the Operating Manual from time to time, if deemed necessary to improve the standards of service or product quality or the efficient operation of the Store, to protect or maintain the goodwill associated with the Marks, to take advantage of advancements in technology, or to meet competition. No such addition or modification, however, shall alter your fundamental status and rights under this Agreement. The provisions of the Operating Manual as modified from time to time, including the mandatory specifications, standards and operating procedures and rules prescribed from time to time by us and communicated to you in writing, will constitute provisions of this Agreement as if contained in this Agreement.

15.5 New Concepts.

If you develop any new concept, process or improvement or any slogan in the operation or promotion of the Store, or technology used in connection with the operation of the Store, you agree to promptly notify us and provide us with all necessary information without compensation. You acknowledge that any such concept, process, improvement or slogan shall become our property and that we may utilize or disclose this information to our affiliates and other franchisees.

15.6 Franchisee Must Directly Supervise Store.

The Store shall at all times be under the direct, on-premises supervision of you (or the Controlling Person if you are an Approved Entity). You (or the Controlling Person if you are an Approved Entity) must devote full time and efforts (excluding reasonable vacation periods) as manager of the Store or to the management of other Domino's Pizza Stores (or other related activities approved by us in accordance with Section 7.1 of this Agreement). You shall be solely responsible for recruiting, hiring, training, scheduling for work, supervising and paying the persons who work in the Store and those persons shall be your employees, and not our agents or employees. Further, neither you nor any of your owners may, during the term of this Agreement, without our prior written consent, which may be withheld in our sole judgment, (i) engage, or own any interest, in any other business activity, (ii) be employed by any other business, (iii) engage in any activity which may impair your ability to fulfill your obligations under this Agreement, or (iv) engage in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude.

If you own more than one (1) Store, each Store must also be under the direct, on-premises supervision of a manager, whose conduct (including, without limitation, acts or failure to act) you will be responsible for, and:

- (a) who has been properly trained by you on all specifications, standards, operating procedures and rules from time to time prescribed for the operation of a Domino's Pizza Store including, without limitation, proper reporting of royalty sales;
- (b) whose identity has been disclosed to us; and
- (c) who shall have executed, upon our request, an agreement in the form provided by us agreeing not to divulge any trade secret or confidential or proprietary information, including the contents of the Operating Manual, or to engage in or have any interest in any other carry-out or delivery pizza store business.

15.7 Insurance.

You shall at all times during the term of the franchise maintain in force at your sole expense:

(a) property insurance on a replacement cost basis at a minimum limit based on the total value of your assets (including, but not limited to, fire, extended coverage, vandalism and malicious mischief),

(b) general liability insurance with a minimum limit of \$1,500,000.00 per occurrence (including, but not limited to, coverage for personal injury, products and contractual liability),

(c) automobile liability insurance with a minimum limit of \$1,500,000.00 per occurrence (including, but not limited to, owned automobiles titled or leased in the name of you or your owners and used at any time, whether principally or occasionally in your business, hired and non-owned coverage). If you or your owners do not use a vehicle owned or leased in the name of you or any of your owners in your business, you must provide written evidence of that fact, satisfactory to us, and

(d) workers' compensation insurance (in your name) as required by applicable law. If no such law exists, then you must participate in such other comparable insurance or benefit programs for your employees as required by us. If your state recognizes and permits self insurer programs, your participation in such a program will satisfy our requirements under this subsection (d). If deductible plans are approved and used in your state, coverage may be purchased on this basis subject to the requirements of your insurance carrier.

All liability insurance policies must name us, and any subsidiaries and affiliates which we designate, as additional insureds entitled to the coverage afforded to all named insureds, without regard to any other insurance or self-insured program which we or our affiliates or subsidiaries may have in effect, and also provide that we receive thirty (30) days prior written notice of termination, expiration, cancellation, modification or reduction in coverage or limits of any such policy. The terms and conditions of all such policies, including the amount of any deductibles, shall be consistent with the requirements prescribed from time to time by us. You agree to promptly pay when requested by the insurer the amount of the deductible applicable to, and in the event of, any covered loss.

All insurance policies (excluding workers' compensation policies) must be issued by an insurance carrier rated B+ or better by Alfred M. Best & Company, Inc. or meeting such other rating or criteria we may establish from time to time. We may also reasonably increase the minimum liability "limit" protection requirement annually and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards in public, product or motor vehicle litigation or other relevant changes in circumstances. You must submit to us annually a copy of the certificate of insurance or evidence of the renewal or extension of each such insurance policy or any modifications to any such insurance policies, which must describe the applicable deductibles for each such policy. If at any time you fail or

refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence of such insurance, we may, at our option and in addition to other rights and remedies we may have, obtain insurance coverage, on your behalf, and you agree to promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to us on demand any costs and premiums incurred by us. Your obligation to obtain and maintain the insurance described in this Agreement shall not be limited in any way by reason of any insurance maintained by us.

15.8 Identification as Franchisee.

You agree to exhibit (a) on the Store premises and (b) on all delivery vehicles (or on car top signs on all delivery vehicles) signs of sufficient prominence and wording as we may prescribe from time to time so as to advise the public that the Store is owned, operated and maintained by you and that each such delivery vehicle is owned, operated and maintained by you or the driver of the vehicle, as the case may be. All business cards, letterheads and other business materials shall clearly identify that you are the owner of the Store in accordance with the rules or policies we may establish from time to time in the Operating Manual or otherwise in writing. In addition, subject to rules and policies that may be established from time to time, all local advertising, including yellow page listings and advertisements that are placed by you or on your behalf, and which do not contain phone numbers or addresses that are associated with stores that we own or operate, shall either indicate that you are the owner of the store or stores in the print material, or that the store or stores are locally owned and operated.

15.9 Computer Hardware and Software and Other Technology.

15.9.1 Brand Technology.

You agree to use in the development and operation of the Store the management system and computer hardware and software and related technology designated by us, including without limitation, features such as high speed broadband connectivity, high speed broadband monitoring, online ordering, methods and means of encryption and access to our network resources, and other brand technology and peripheral devices that we specify from time to time (the "Brand Technology"). You acknowledge that we may modify all aspects and the components of the Brand Technology from time to time. As part of the Brand Technology, we may require you to obtain computer hardware and/or software we specify from a single vendor designated by us and we or our affiliates may be the sole supplier of all or any part of the Brand Technology. You agree to use only such items and services as we specify in connection with the Brand Technology. We may require that you enter into a license exclusively with us or our affiliates to use proprietary software developed by or for us. You may also be required to enter into agreements with others for use of third party software incorporated or used in connection with the Brand Technology. Our modification of such specifications or components for the Brand Technology may require you to incur costs to purchase, lease and/or license new or modified computer hardware and/or software and to obtain service and support for the Brand Technology during the term of this Agreement. You acknowledge that the cost to you of obtaining the Brand Technology (including software licenses) (or additions, substitutions, replacements or modifications thereto) may not be fully amortizable over the remaining term of this Agreement. Nonetheless, subject to the provisions of Section 15.9.2 below, you agree to

incur such costs in connection with obtaining the computer hardware and software comprising the Brand Technology (or additions, substitutions, replacements or modifications thereto). You further acknowledge and agree that we have the right to charge reasonable fees for software or systems modifications and enhancements specifically made for us that are licensed to you and other maintenance and support services that we or our affiliates furnish to you related to the Brand Technology. You may also incur charges from third parties who render services or provide products that we require you to purchase or use. We shall have independent access through monitoring programs or otherwise to data on your Brand Technology, including sales figures. There are no contractual limitations on our right or timing to access this information and data.

Without limiting the generality of the foregoing, we reserve the right to require you to acquire, install and continuously use the Domino's PULSE store computer system and to obtain a license to use the software from us or our affiliate by signing our standard license agreement and to acquire hardware approved by us from a vendor or vendors which we designate. We also reserve the right to require you to participate in online ordering by entering into an agreement with an approved online ordering service company that we designate. You will be responsible for the fees and charges associated with your use of online ordering and the requisite internet usage and connections, including the fees charged by the service provider. We may also require that you continuously maintain high speed broadband connectivity, where available and to charge you a reasonable fee if you do not maintain high speed broadband connectivity, which you agree to pay on demand. You acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the Domino's System; and you agree to abide by and fully adopt and implement those reasonable new standards established by us as if this Section 15.9.1 were periodically revised by it for that purpose.

15.9.2 Aggregate Expenditures for Brand Technology.

You will not be required to make aggregate expenditures for any additions, substitutions, replacements or modifications to the Brand Technology in excess of one and one half percent (1 ½ %) of the royalty sales of the Store from the date of its opening to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology not to exceed the ten (10) year period prior to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology or, except in connection with a renewal of the franchise to make any additions, substitutions, replacements or modifications to the Brand Technology during the last twelve (12) months of the initial term of the franchise. This limitation shall not apply to our right to require that you acquire and install the Domino's PULSE store computer system or other components of the Brand Technology upon execution of this Agreement nor shall the provisions of any prior franchise agreement governing the operation of the Store restrict our right to require that you acquire and install the Domino's PULSE store computer system or other components of the Brand Technology under the terms of this Agreement.

15.9.3 Domino's PULSE and Other Computer and Technology Training.

If you (or the Controlling Person if you are an Approved Entity) have not installed and used Domino's PULSE, or any other computer system or technology that we require, in a Domino's Pizza store, you (or the Controlling Person) must enroll in and complete all training programs and classes which we require for the operation of Domino's PULSE, or any other computer system or technology. These training programs and classes will be furnished at such times and places as designated by us or the entity or entities that we approve to provide the training. We may furnish training. The entity furnishing the training (including us) has the right to charge a reasonable training fee for these training programs or classes, which you agree to pay. All training programs and classes must be completed to our satisfaction. You will be responsible for the travel, living expenses and any other costs incurred during these training programs and classes.

15.9.4 Additional Order Processing Systems.

We reserve the right to develop or contract with third parties to develop centralized or technology based methods of taking, processing, routing, and delivering orders in addition to the methods and technology we currently use or authorize (collectively "Additional Order Systems"). These may become mandatory at any time during the term of this Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software; to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with third parties. To the extent these products and services are owned by us or provided to you by us, we may charge up front and/or ongoing fees. However, to the extent all the direct and indirect costs to develop, test and implement an Additional Ordering System are paid from other sources, then such up-front and ongoing fees charged by us would be intended only to cover our ongoing expenses, including direct costs and reasonable allocations. Regardless of the sources of funds to develop any Additional Ordering System we shall be the sole owner of all direct and related rights and assets, including software and hardware, intellectual property and all data generated by the Additional Ordering Systems, but excluding hardware or equipment you purchase directly for the purpose of gaining access to the Additional Ordering System.

16. MARKS.

16.1 Usage.

You acknowledge that we have the right to sublicense the Marks and that any goodwill relating to your use of the Marks will inure to our benefit and the benefit of our affiliates. You shall use the Marks in full compliance with rules prescribed from time to time by us. You agree not to engage in any conduct which, in our sole judgment, could disparage or impair the reputation of the Store or the Domino's System or the goodwill associated with the Marks. You understand and acknowledge that our right to regulate the use of the Marks, includes, without limitation, any use of the Marks in any form of electronic media such as web sites or web pages or as a domain name or electronic media identifier. Any unauthorized use of the Marks will constitute a breach of this Agreement and an infringement of our rights in and to the Marks. You will not use any Mark as part of any corporate name or with any prefix, suffix or other modifying

words, terms, designs or symbols or in conjunction or association with any name or symbol used by you in connection with the operation of the Store, nor may you use any Mark in connection with the sale of any unauthorized product or service or in any other manner not explicitly authorized in writing by us. All provisions of this Agreement applicable to the Marks will apply to any additional proprietary trademarks and commercial symbols we hereafter authorize you to use.

16.2 Infringements.

You agree to immediately notify us of any infringement of or challenge to your or our use of any Mark or claim by any person of any rights in any Mark. You agree that you will not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate and the right to exclusively control any litigation or Patent and Trademark Office or other proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You agree to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interests in any such litigation or Patent and Trademark Office or other proceeding or to otherwise protect and maintain our interest in the Marks.

16.3 Indemnification.

We will indemnify you against and reimburse you for all damages for which you are held liable in any proceeding arising out of the use of any Mark in compliance with this Agreement. If it becomes advisable at any time in our sole discretion for you to modify or discontinue use of any Mark and/or use one or more additional or substitute Marks, you agree to do so and our sole obligation will be to reimburse you for your tangible costs of complying with this obligation.

17. INSPECTIONS.

We or our designee will have the right at any time during business hours and without prior notice to conduct reasonable inspections of the Store, its operations and its business records, including, but not limited to, information from the Store's computers, and records and documents relating to the ownership and control of the Approved Entity and any other entity that has an interest in the operation of the Store, wherever located and to take a physical inventory of the assets of the Store. You agree that we may conduct all or part of an inspection, either on-site or from a remote location. Inspections of the Store will be made at our expense, unless we are required to make any additional inspections in connection with your failure to comply with this Agreement. In such event, we will have the right to charge you for the costs of making all additional inspections in connection with your failure to comply, including without limitation the travel expenses, room and board and compensation of our or our designee's employees. You and your owners agree to fully comply and cooperate with any and all inspections, including, but not limited to, you, your owners and your employees treating our personnel in a professional manner.

18. TERMINATION AND EXPIRATION.

18.1 Termination By Franchisee.

If you are in compliance with this Agreement and we breach this Agreement and fail to cure any breach within thirty (30) days after written notice is delivered to us, you may terminate this Agreement and the franchise effective ten (10) days after delivery of notice to us. A termination of this Agreement and the franchise by you without complying with these requirements or for any reason other than our breach of this Agreement and our failure to cure the breach within thirty (30) days after receipt of written notice from you shall be deemed a termination by you without cause and not in accordance with the provisions of this Agreement.

18.2.1 Immediate Termination By DPF – Upon Written Notice.

We shall have the right to terminate this Agreement effective upon delivery of notice of termination to you, if:

(a) you or any of your owners have made any material misrepresentation on any record or report required by us under this Agreement or on your application for the franchise, or in any other application submitted to us;

(b) you do not open the Store within six (6) months from the date of this Agreement;

(c) you or any of your owners is judged a bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay his or her debts as they become due, or a petition under any bankruptcy law is filed against you or any of your owners or a receiver or other custodian is appointed for a substantial part of the assets of the Store;

(d) you abandon or fail to continuously and actively operate the Store, or, without our prior written consent, permit any person other than a qualified employee designated by you, whose identity has been disclosed to us, to operate the Store in your absence;

(e) the lease or sublease for the Store is terminated or cancelled or you are unable to renew or extend the lease or sublease or you fail to maintain possession of the Store premises unless you are permitted to relocate the Store under Section 7.2 of this Agreement;

(f) you or any of your owners is convicted of a felony, or a crime which substantially impairs the goodwill associated with the Marks or you or any of your owners engages in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct misrepresentation or moral turpitude;

(g) you intentionally or negligently under-report the royalty sales of the Store for any period or periods;

(h) you or any of your owners violates any of the restrictions contained in Section 20 or 21 of this Agreement;

(i) you intentionally or on more than one occasion during the term of this Agreement, violate any Child Labor Laws in connection with your operation of the Store;

(j) an audit by us discloses an understatement of royalty sales and you fail to pay to us the applicable royalty fee and advertising contribution and interest due within ten (10) days after receipt of the final audit report;

(k) the interest of a deceased or permanently disabled person is not disposed of in accordance with the terms of this Agreement;

(l) you or any of your owners fail on three (3) or more occasions during any twelve (12) month period to comply with any one or more provisions of any franchise agreement for the Store (which includes not only this Agreement but also the franchise agreement in force immediately prior to this Agreement if this Agreement has been in effect for less than twelve (12) months) including without limitation, your obligation to submit when due, sales reports or financial statements, to pay when due the royalty fees, advertising contributions or other payments to us or our affiliates or subsidiaries or any other creditors or suppliers of the Store, whether or not such failure to comply is corrected after notice is delivered to you;

(m) any of your assets or items used in the operation of the Store are seized or you are otherwise denied the use of the property or access to the Store because of your failure to pay any taxing authority or any amount due a creditor of the Store, or because of any other act or omission of you or any of your owners; or, you fail to notify us of a tax levy or delinquency; or

(n) you fail to cease operating the Store, or fail to correct the conditions in the Store causing a present threat of imminent danger to public health or safety, after notice to you as provided in Section 18.2.3 of this Agreement.

(o) we have granted you permission to either repair, restore, reconstruct or relocate the Store, as provided in Section 7.2 of this Agreement, and you fail to complete the action we have permitted, within six (6) months after its closure; or

(p) you or your owners violates any of the anti-terrorism provisions contained in Section 15.2 of this Agreement.

18.2.2 Termination By DPF –After Opportunity to Cure.

We shall have the further right to terminate this Agreement effective upon delivery of notice to you, if:

(a) you fail to obtain or maintain insurance required by us and you do not correct this failure within forty-eight (48) hours after written notice is delivered to you; provided, however, that we shall not exercise our right to terminate this Agreement if you

immediately cease operating the Store and obtain all such insurance within ten (10) days after written notice is delivered to you;

(b) you fail to comply with any provision of this Agreement or any specification, standard or operating procedure or rule prescribed by us which relates to the use of any Mark, safety and security, or the quality of pizza or other authorized food products or any beverage sold by you or the cleanliness and sanitation of the Store and you do not correct this failure within seven (7) calendar days after written notice is delivered to you;

(c) you or your affiliates fail to pay when due any amount owed to us, our affiliates or subsidiaries, or any creditor or supplier or any taxing authority for federal, state or local taxes (other than amounts being bona fide disputed through formal proceedings) and you or your affiliates do not correct such failure within ten (10) calendar days after written notice is delivered to you; or

(d) you or any of your owners fails to comply with any other provision of this Agreement or any specification, standard or operating procedure and fail to correct this failure within thirty (30) calendar days after written notice is delivered to you.

18.2.3 Immediate Cessation of Operations.

In the event that the conditions of the Store or operations at the Store, in our judgment, present a threat of imminent danger to public health or safety, we may require the immediate cessation of operations at the Store upon delivery of a notice to you or the Store. The notice shall contain the reason we believe immediate cessation of operations is required. The parties shall address the conditions and develop a plan to correct all deficiencies within seven (7) days of the delivery of the notice.

18.3 Obligations Upon Termination or Expiration.

Upon termination or expiration of this Agreement, you agree to:

(a) immediately return to us all copies of the Operating Manual and cease use of and deliver to us all Customer Lists (as hereinafter defined in Section 20.5);

(b) take such action as may be required to cancel all assumed name or equivalent registrations relating to the use of any Mark;

(c) notify the telephone company, postal service, and all listing agencies in writing of the termination or expiration of your right to use all telephone numbers, post office boxes, and all classified and other directory listings relating to the Store and to authorize in writing the transfer of these to us or our franchisee or designee. You acknowledge that we have the sole rights to and interest in all telephone numbers, post office boxes, and directory listings relating to any Mark, and you authorize us to direct the telephone company, the postal service, and all listing agencies to transfer all telephone numbers, post office boxes, and directory listings to us, our franchisee or designee and if you fail or refuse to do so, the telephone company, postal service, and all

listing agencies may accept our direction as evidence of our exclusive rights in the telephone numbers, post office boxes, and directory listings and our authority to direct the transfer. Upon execution of this Agreement or at any time thereafter, you agree to execute any written authorizations or pre-approved authorizations in the form prescribed by us directing the telephone company, postal service, and any listing agencies to transfer all telephone numbers, post office boxes, and directory listing to us, our franchisee or designee upon the occurrence of any such termination or expiration;

(d) immediately pay all royalty fees, advertising contributions and other charges which are due and owing under this Agreement;

(e) immediately cease using the Marks and identifying yourself as a Domino's Pizza Store or as being associated with the Domino's System, including, without limitation, disabling and ceasing to permit the continued operation of any website relating to the Store or the Domino's System or which utilizes the Marks;

(f) if you retain possession of the Store premises, at your expense, make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos and the like) as we require to fully eliminate its identification and appearance as a Domino's Pizza Store. If you fail or refuse to fully de-identify the Store to the extent and in the manner required by this Agreement, we may, at our option and in addition to other rights and remedies we may have, make the modifications that are contemplated by this Agreement on your behalf and you agree to promptly pay and reimburse us on demand for any costs incurred by us or our designee including, without limitation, the proportionate compensation of our or our designee's employees who devote time and render services in the de-identification of the Store.; and

(g) make the Store accessible and available for us to operate pursuant to Section 19.8 of this Agreement if we elect to do so.

19. OPTION TO PURCHASE STORE.

19.1 Option.

Upon the termination or expiration of this Agreement, except termination by you for cause, we shall have the exclusive option, but not the obligation, to purchase the assets of the Store. For purposes of this section, the term "assets" shall mean the equipment, inventory, leasehold interests and improvements and favorable rights and covenants of the Store, but exclusive of delivery vehicles. Our option shall commence upon expiration of this Agreement or on the date of termination as applicable, and shall continue for thirty (30) days thereafter, subject to extension as provided in this Section. You agree that if the termination is stayed, either by us or by judicial proceedings, or if we are not permitted to manage the Store pursuant to section 19.8, we will not be able to exercise our option within the 30 day period and you also agree that under those circumstances our option to purchase shall be extended, without further notice to you, for an additional time which shall include the entire time we are unable to exercise our option.

19.2 Formula Price.

The purchase price for these assets shall be equal to fifteen percent (15%) of the first Three Hundred Thousand Dollars (\$300,000.00) of royalty sales ("Base Amount") of the Store during the fifty two (52) full weeks immediately preceding the date of termination or expiration plus twenty-five (25%) of royalty sales in excess of the Base Amount up to Five Hundred Thousand Dollars (\$500,000.00) ("Second Level Base Amount") during this period plus fifty percent (50%) of royalty sales in excess of the Second Level Base Amount during this period. The purchase price shall be allocated among the assets and covenants in the manner prescribed by us.

If the Store has been in operation less than fifty two (52) full weeks, the option price shall be the documented cost of the Store. The term "cost" shall be defined as your documented expenditures for the equipment, inventory and leasehold improvements of the Store, but shall not include any charges for labor performed by you or your family members in connection with the development of the Store or any undocumented costs.

19.3 Purchase of Commissary.

In the event you operate a commissary in connection with the Store, we shall also have the option to purchase the assets of the commissary. The purchase price for the assets of the commissary will be the net book value (based upon a seven year depreciation schedule).

19.4 Deductions From Purchase Price.

In the event we elect to purchase the assets of the Store, the purchase price will be reduced by:

- (a) the total current and long term liabilities of the Store assumed by us as described below; and,
- (b) the amount necessary to upgrade and renovate the Store to meet our then current standards for a Domino's Pizza Store; and,
- (c) our reasonable attorney's fees incurred in connection with enforcing this Agreement or in securing possession of the Store.

We will assume all current and long term liabilities, whether or not included on your financial statements up to the amount of the purchase price subject, however, to all defenses available to you. Further, the amount we charge for upgrading and renovating the Store will not exceed one and one-half percent (1-1/2%) of the royalty sales of the Store from the date of opening to the date of termination or expiration reduced by an amount equal to the total expenditures made by you for renovation and upgrading of the Store at our request up to the date of termination or expiration.

19.5 Payment of Purchase Price.

The balance of the purchase price, after deductions described above will be payable as follows: ten percent (10%) of the balance at the time of closing and the remainder in sixty (60) equal monthly installments of principal plus interest at a rate of interest per annum equal to the prime lending rate charged by Morgan Guaranty Trust Company of New York (or other bank or financial institution we may designate) determined as of the closing date with annual adjustments based on the prime rate charged on each anniversary date. The first payment will be due on the first day of the second succeeding calendar month following closing and the remaining payments on the first day of each month thereafter. On the first payment date, interest from the date of closing shall also be paid. If we elect to pay the entire purchase price at closing, we shall have the right to escrow such portion of the purchase price as we deem appropriate for a period of six (6) months to cover liabilities of the Store. We shall notify you of claims asserted by creditors of the Store against the escrow monies. You shall have forty-eight (48) hours to settle any claim with such creditor prior to disbursement of funds from the escrow. If there is a good faith dispute between you and a creditor of the Store, you shall have thirty (30) days to reach a settlement with any such creditor as to the amount owed before we will disburse any escrow monies to such creditor. If you are unable to resolve the discrepancy with the creditor within the thirty (30) day period, we shall have the right to use the escrow monies to satisfy the claim of any such creditor. At the end of such six (6) month period, any remaining purchase price shall be remitted to you along with a statement prepared by us indicating the manner in which these funds were expended.

19.6 Real Property.

(a) In the event you or your owners own the real property on which the Store or commissary is located, and such property is not a multi-tenant unit, we will also have the exclusive option to purchase this property. We shall exercise this option within the same period of time as provided in section 19.1, as that time may be extended. The purchase price will be the fair market value as determined by an independent appraiser selected by both of us. If we cannot agree on an independent appraiser, we each shall select an independent appraiser who shall select a third independent appraiser. The independent appraiser selected by our appraisers shall determine the fair market value of the real property and his determination shall be final and binding on the parties, provided, in the event the independent appraiser does not render its appraisal within ninety (90) days of selection, the appraisal shall be made by the appraiser we have selected. The purchase price will be payable in full at the closing minus customary prorations including the pay-off of existing mortgage liens.

(b) If we do not elect to purchase the real property, or if the property is in a multi-tenant unit, we or our designee will have the option to enter into a lease for a term of not less than five (5) years with an option by the lessee to extend the term of the lease for an additional term of five (5) years. The lease shall contain the terms and conditions contained in the form of lease then used by us or our affiliates in connection with Domino's Pizza Stores owned and operated by us or our affiliates. The rental under the lease for the initial five (5) year term shall be the fair rental value of the property as determined by an independent appraiser selected in the manner described above. The rental shall be modified during the second five (5) year option term by the percentage that the National Consumer Price Index for Urban Wage Earnings and Clerical

Workers as determined by the United States Department of Labor for the region in which the Store is located (or a comparable index if such Index is not then being issued) has increased or decreased from the commencement date of the initial term until the last day of the initial term of the lease.

19.7 Closing.

The closing shall occur within thirty (30) days after we exercise our option to purchase the assets and/or real property or such later date as may be necessary to comply with applicable bulk sales or similar laws. At the closing, we both agree to execute and deliver all documents necessary to vest title in the purchased assets and/or real property in us free and clear of all liens and encumbrances, except those assumed by us and/or to effectuate the lease of the Store premises. You also agree to provide us with all information necessary to close the transaction. We reserve the right to assign our option to purchase the Store or commissary, if any, operated in connection with the Store (and the real property to the extent applicable) or designate a substitute purchaser for the Store. We agree, however, to be responsible for and shall guarantee payment of any deferred portion of the purchase price as provided in Section 19.6 of this Agreement in the event we designate a substitute purchaser of the assets of the Store. If you do not execute and deliver any documents required, by execution of this Agreement you irrevocably appoint us as your lawful attorney-in-fact with full power and authority to execute and deliver in your name all these documents. You also agree to ratify and confirm all of our acts as your lawful attorney-in-fact and to indemnify and hold us harmless from all claims, liabilities, losses or damages suffered by us in so doing.

19.8 Operation During Option Period.

We will have the right, upon written notice to you, to manage, or designate one of our affiliates to manage, the Store during the period in which we have the option to purchase the Store as provided in section 19.1 and for the period following the exercise of our option and prior to the closing, on the same terms and conditions as described in Section 21.7.

19.9 Formula Price.

The parties agree that the formula price described in this Section 19 is the agreed upon method of arriving at a price for the assets of the Store in the event we exercise the option contained in this Section 19 and is not to be deemed a conclusive indication of the value of the Store under other circumstances or where an agreement to purchase the Store has been negotiated by you or your owners.

20. RESTRICTIVE COVENANTS.

20.1 In-Term Covenant.

In addition to all other obligations in the Agreement, you agree that, during the term of this Agreement, you or your owners will not, directly or indirectly for the benefit of you or your owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in any other carry-out or delivery

pizza store business (except for other Domino's Pizza Stores operated under franchise agreements entered into with us or other Domino's Pizza Stores in which you or your owners have an ownership interest).

20.2 Post-Term Covenant.

You agree that, for a period of one (1) year after termination or expiration of this Agreement, or the date on which you cease to operate the Store, whichever is later, you or your owners will not, directly or indirectly for the benefit of you or your owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in any carry-out or delivery pizza store business located at the premises of the Store or within ten (10) miles of the premises of the Store (except for other Domino's Pizza Stores operated under franchise agreements with us or other Domino's Pizza Stores in which you or your owners shall have an ownership interest). You further agree for a period of one (1) year after the termination or expiration, or the date on which you cease to operate the Store, whichever is later, you or your owners will not, directly or indirectly, solicit or employ any person who is employed by us, by any entity controlled by or affiliated with us or by any other of our franchisees, nor will you or your owners induce or attempt to induce any of these people to leave their employment without the prior written consent of their employers. The covenants contained in this section shall not be deemed to impair, modify or change any covenant not to compete or not to solicit/employ contained in any agreement for the purchase and sale of the Store and shall be in addition to all other obligations you have under this Agreement to us or our affiliates upon termination or expiration of this Agreement.

20.3 Ownership of Public Companies.

The covenants contained in this Section 20 shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation whose stock is publicly traded.

20.4 Solicitation of Employees.

You agree that during the term of this Agreement you or your owners will not, directly or indirectly, solicit or employ any person who is employed by us, by any entity controlled by or affiliated with us or by any other of our franchisees, nor will you induce or attempt to induce any of these people to leave their employment without the prior written consent of their employers. We agree that we will not induce or attempt to induce any of your employees to leave their employment with you and become employed with us or our affiliates without your consent.

20.5 Customer Lists and Trade Secrets.

You agree to maintain the absolute confidentiality of the Operating Manual and all other information concerning the Domino's System, whether provided by us or a third party, during and after the term of the franchise, disclosing this information to the other employees of the Store only to the extent necessary for the operation of the Store in accordance with this Agreement, and that you will not use the Operating Manual or such other information in any other businesses or in any manner not specifically authorized or approved by us in writing. The

customer lists and all historical data relating to the sale of all pizza and beverage products at the Store (the “Customer Lists”) also shall be deemed confidential and (a) you shall not use the Customer Lists in any other business or capacity; and (b) you shall maintain the absolute secrecy and confidentiality of the Customer Lists.

20.6 Owners of Approved Entity.

If you are an Approved Entity, the owners, by executing this Agreement, shall be bound by the provisions contained in this Agreement, including the restrictions set forth in this Section 20. Further, a violation of any of the provisions of this Agreement, including the covenants contained in this Section 20, by any owner shall also constitute a violation by you of your obligations under this Agreement.

20.7 Distribution of Products Related to the Domino’s System.

During and after the term of this Agreement, you and your owners agree not to sell or otherwise distribute any products, or items bearing any of the Marks or which are used at any time in connection with any advertising, promotional or operational program other than to customers of your Store in the ordinary course of business or to another Domino’s Pizza franchisee in good standing at the time of any proposed transfer approved by us.

20.8 Ownership Structure.

You, your owners and affiliates agree to fully comply with all rules, policies and procedures from time to time prescribed by us relating to the ownership structure of an Approved Entity. If you are an Approved Entity, you agree that the Controlling Person who has been approved by us will at all times during the term of this Agreement own and control fifty-one percent (51%) or more of the absolute voting and ownership interests of the Approved Entity, unless the Controlling Person obtains our prior written approval for a different ownership structure. You also agree to submit to us for our review and prior written approval any proposed change before attempting any change in the ownership or control of the Approved Entity or its affiliates, or any documents governing the ownership or control of the Approved Entity or its affiliates.

20.9 Non-Disclosure.

Except as may be required or permitted by applicable law, you agree that neither you nor your affiliates, owners, representatives, agents or employees will make any statements or communications, directly or indirectly, about us or our affiliates, officers, employees, franchisees (including you or your affiliates), businesses, properties, financial condition, sales trends, management, ownership, past or current business practices or strategies to any person, including, without limitation, the media or any financial analysts, whether verbally or in writing, including, without limitation, any communications or statements that would reasonably be expected to adversely affect our business or reputation or the Domino’s System or shareholders of Domino’s Pizza, Inc. or its affiliated companies.

20.10 Irreparable Injury and Injunctive Relief.

You acknowledge and agree that the provisions of this Section 20, including, without limitation, the provisions of Sections 20.1, 20.2, 20.5 and 20.9, are necessary to protect our legitimate business interests and the Domino's System, to prevent the unauthorized dissemination of marketing, promotional and other confidential information to our competitors and others outside of the Domino's System, to protect our trade secrets and the integrity of the Domino's System, and to prevent the duplication of the Domino's System. You also acknowledge and agree that damages alone cannot adequately compensate us if there is a violation of these provisions by you or your owners, that we will suffer irreparable harm arising out of any such violation, and that injunctive relief against you and your owners is essential for the protection of us and our franchisees. Accordingly, we will have the right to petition a court of competent jurisdiction for injunctive relief against you and your owners without posting any bond or security whatsoever, in addition to all other remedies that may be available to us under this Agreement or applicable law.

21. ASSIGNMENT.

21.1 By DPF.

This Agreement is fully assignable by us and the assignee or other legal successor to our interests will be entitled to all of the benefits of this Agreement.

21.2 By Franchisee.

This Agreement is personal to you and your owners (if you are an Approved Entity). Accordingly, neither you nor any of your owners may assign or transfer this Agreement, any interest in this Agreement or, if you are an Approved Entity, any interest in an Approved Entity except as specifically authorized under this Agreement. A transfer of ownership of the Store (or its assets) may only be made in conjunction with a transfer of this Agreement. Any attempted assignment or transfer not in accordance with this Agreement shall have no effect and shall constitute a breach of this Agreement.

21.3 Assignment to an Approved Entity.

We will allow you to assign this Agreement and the Store (and its assets) to an Approved Entity for the convenience of ownership of the Store, provided:

- (a) the Approved Entity conducts no business other than the operation of the Store or other Domino's Pizza Stores (or other related activities authorized under this Agreement);
- (b) the Approved Entity is actively managed by you;
- (c) the person designated as the Controlling Person owns and controls not less than fifty-one percent (51%) of the general partnership interest of such partnership, the equity and voting power of all classes of issued and outstanding capital stock of such

corporation, the membership interest in the limited liability company or the voting and ownership interests of such entity; and

(d) all owners meet our requirements as established from time to time by us and agree to guarantee the obligations of the Approved Entity under this Agreement and to be bound by the terms of this Agreement in the manner prescribed by us.

If you are an Approved Entity or if this Agreement is assigned to an Approved Entity, you must comply with the requirements set forth in this Section 21.3 throughout the term of this Agreement. The organization documents of any Approved Entity owning the franchise, including all stock certificates, shall recite that they are subject to all restrictions contained in this Agreement. We shall also have the right to require, as a condition of any assignment of this Agreement to an Approved Entity or the operation of the franchise by an Approved Entity, that the owners enter into a buy/sell agreement among themselves in a form and containing such terms as we prescribe for transfers of ownership interests in such Approved Entity. You shall provide us with all documents to be executed in connection with any such assignment and we shall use our reasonable efforts to approve or disapprove these within thirty (30) days after receipt.

21.4 Assignment or Transfer to Others.

We will permit sales, transfers or assignments of this Agreement or, if you are an Approved Entity, of an ownership interest in the Approved Entity to others provided:

(a) you (and your owners) are not in default under this Agreement or any other agreement with us or our subsidiaries or affiliates or any other creditor or supplier of the Store;

(b) the proposed transferee or assignee (and its Controlling Person and all other owners if it is an Approved Entity) meets our then-applicable standards for franchisees or owners;

(c) the proposed transferee or assignee (and its owners) is not engaged in any other business activity without our prior written consent, except other Domino's Pizza Stores;

(d) the proposed transferee or assignee (and its owners if it is an Approved Entity) must sign our then-current form of standard franchise agreement for a term equal to the remaining term of this Agreement or, at our election, the then-current term if longer;

(e) the proposed transferee or assignee (or the person designated by us) must complete all required training to the extent required by us;

(f) at our request, the proposed transferee or assignee refurbishes the Store in the manner and subject to the provisions prescribed in Sections 9 and 15;

(g) the proposed transferee or assignee pays us a transfer fee of \$1,500.00; and

(h) this Agreement is terminated according to the terms of our customary form of mutual termination agreement and customary form of release.

The provisions of (d), (e), (f), (g), and (h) above shall not apply to an approved sale, transfer or assignment by an owner owning a forty-nine percent (49%) or less interest in the Approved Entity except that the proposed transferee or assignee must guarantee the performance by Franchisee of its obligations under this Agreement and agree to be bound by all of the provisions of this Agreement in the form prescribed by us. You must provide us with all documents to be executed by you and/or your owners and the proposed purchasers in connection with any transfer or assignment at least thirty (30) days prior to signing.

21.5 Death or Permanent Disability.

Upon your death or permanent disability or the death or permanent disability of the Controlling Person, this Agreement or the ownership interest of such deceased or permanently disabled Controlling Person must be transferred to a party approved by us. Any transfer, including, without limitation, transfers by devise or inheritance or trust provisions, shall be subject to the same conditions for transfers which are contained in this Agreement. Except as otherwise prescribed by us in writing, your personal representative or the personal representative of such Controlling Person shall submit to us a proposal meeting the requirements for transfer of this Agreement or such ownership interest within one hundred and twenty days (120) days of your death or permanent disability or the death or permanent disability of such Controlling Person. We agree to communicate our approval or disapproval of any such proposal within fifteen (15) days of receipt. We will not unreasonably withhold our consent to the transfer of this Agreement or such ownership interest to your spouse, heirs or relatives or the spouse, heirs or relatives of such deceased or permanently disabled Controlling Person, provided the requirements of Section 21.4 are satisfied. Your personal representative or the personal representative of such deceased or permanently disabled Controlling Person shall complete the transfer of this Agreement or such ownership interest within sixty (60) days from the date of our approval of any such proposal. Upon the death of any other owner, the interest of such owner shall be transferred within a reasonable time to a person meeting our requirements. All such transfers must also comply with Section 21.4 of this Agreement. Your or any of your owners' failure to transfer the interest in accordance with the provisions of this Section shall be considered a breach of this Agreement.

21.6 Definition of Permanent Disability.

You or your Controlling Person, will be deemed to have a "permanent disability" if you or your Controlling Person's usual, active participation in the Store as contemplated by this Agreement is for any reason curtailed for a continuous period of six (6) months.

21.7 Operation by DPF After Death or Permanent Disability.

We shall have the right to appoint a manager for the Store if in our judgment the Store is not being managed properly after your death or permanent disability or the death or permanent

disability of the Controlling Person. Our right to appoint a manager for the Store includes the right to temporarily or permanently cease operations at the Store, if in our reasonable judgment continued operation of the Store will adversely affect the Marks, the long term reputation of the Store or the Domino's System, or present a risk to public health, welfare and safety, including the well-being of the employees of the Store. All funds from the operation of the Store during the management by our appointed manager will be kept in a separate fund, and all expenses of the Store including compensation, other costs, and travel and living expenses of our manager will be charged to this fund. We will charge a management fee of five and one-half percent (5 1/2%) (in addition to the royalty fee and advertising contributions payable under this Agreement) during the period in which the Store is managed on your behalf. In managing the Store, our obligation will be to use our reasonable efforts to ensure the Store is properly managed, and neither we nor our affiliates will be liable for any debts, losses or obligations of the Store, to any of your creditors for any products, materials, supplies or services purchased by the Store prior to or during the time of management by our appointed manager. If the separate fund that is established is insufficient to pay the expenses of the Store, we will notify you or your executor, administrator, conservator or other personal representative and this person must deposit in the fund within five (5) business days, any amount required by us to attain a reasonable balance in the fund.

21.8 Right of First Refusal of DPF.

If you or your owners propose to sell or transfer all or any part of the Store (or its assets) or, if you are an Approved Entity, any ownership interest in an Approved Entity and you or your owners obtain a bona fide, executed written offer to purchase or otherwise transfer or acquire this interest, you or your owners are obligated to deliver a copy of the bona fide offer to us along with all documents to be executed by you or your owners and the proposed assignee or transferee. Our right of first refusal shall commence upon the date of our receipt of the following: (i) the bona fide, executed written offer to purchase, transfer or acquire; (ii) all documents to be executed by you or your owners and the proposed assignee or transferee; (iii) all documents related to the operation of the Store which you are required to provide us, including, but not limited to a current copy of the lease for the Store and such financial statements as are required of you under Section 14.2 of this Agreement; and (iv) your notice that you are specifically submitting the documents to give us the right to exercise our right of first refusal, and shall continue for a period of thirty (30) days thereafter. Failure to submit any one or more of the items, including the notice of the purpose of the submission, shall result in our right of first refusal being extended until 30 days after we receive all of the required documents and the notice. We shall exercise the right to purchase or otherwise acquire the Store (or its assets) or such ownership interest for the price and on the terms and conditions contained in the offer by giving written notice to you or your owners. We may substitute equivalent cash for any form of payment proposed in such offer or designate a substitute purchaser or transferee for the Store (or the assets) or the ownership interest being offered, provided that we will assume responsibility for the performance of any other purchaser we may designate. If the offer is to purchase the interest of a Controlling Person and is for less than all of the outstanding interests of the Approved Entity, we shall also have the right, during the same period of time described above and upon written notice to the other owners, to purchase or otherwise acquire the remaining shares of capital stock, partnership interest or membership interest at a per share or per unit or interest price (or other terms) equivalent to the price (or other terms) being offered under the

bona fide offer to the Controlling Person. If we do not exercise this right of first refusal, the offer may be accepted by you or your owners, subject to our prior written approval as provided in this Agreement. If the offer is not accepted by you or your owners, within sixty (60) days, we will again have the right of first refusal to purchase or otherwise acquire the Store as described above. This section will not apply to transfers made in accordance with Section 21.3 of this Agreement.

22. CONTRACT INTERPRETATION AND ENFORCEMENT.

22.1 Effect of Waivers.

No waiver by us of any breach or a series of breaches of this Agreement shall constitute a waiver of any subsequent breach or waiver of the performance of any of your obligations under this Agreement. Our acceptance of any payment from you or the failure, refusal or neglect by us or you to exercise any right under this Agreement or to insist upon full compliance with our or your obligations under this Agreement or with any specification, standard or operating procedure or rule will not constitute a waiver of any provision of this Agreement.

22.2 Cost of Enforcement.

If any legal or equitable action is commenced, either to challenge, interpret, or to secure or protect our rights under or to enforce the terms of this Agreement, in addition to any judgment entered in our favor, we shall be entitled to recover such reasonable attorney's fees as we or anyone acting on our behalf may have incurred together with court costs and expenses of litigation.

22.3 Indemnification of DPF.

If we or any of our subsidiary or affiliated companies or any of our or their agents or employees are required to produce records or testify at trial or in deposition or are subjected to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding brought by any person or persons (including your employee or prior employee) or any other person or entity by reason of any claimed act or omission by you, your employees or agents, or by reason of any act or omission occurring on the Store premises, or in your delivery service area, or while on the way to or from the delivery service area, by reason of an act or omission with respect to the business or operation of the Store, including but not limited to acts or omissions arising out of the maintenance or use of a motor vehicle or while making a delivery or returning from making a delivery, or any limitations on delivery service, you shall defend and indemnify and hold us, our subsidiary and affiliated companies, or any of our or their agents or employees, harmless against all judgments, settlements, penalties, and expenses, including attorney's fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on us, our subsidiary and affiliated companies, or any of our or their agents or employees, in connection with the testimony, production, investigation or defense relating to such claim or litigation or administrative proceeding. Your indemnification obligations described above will continue in full force and effect after, and notwithstanding, the expiration or termination of this Agreement.

22.4 Construction and Severability.

Section headings are for convenience only and shall not limit the enforceability or obligations contained therein. All references in this Agreement to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice-versa. If any part of this Agreement for any reason shall be declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. If any applicable law or rule requires a greater prior notice of the termination of or election not to renew this Agreement, or the taking of some other action than is required under this Agreement, the prior notice or other requirements required by this law or rule shall be substituted for the requirements of this Agreement. If any covenant in this Agreement which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity, prohibited and/or length of time, but would be enforceable by reducing any part or all thereof, the parties agree that same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. For purposes of this Agreement, the term "affiliate or affiliates" shall mean any entity or entities controlled by, controlling, or under common control or common ownership with Franchisee (or any of its Owners) or DPF, as the case may be.

The rights and remedies of each party under this Agreement are cumulative, and no exercise or enforcement by a party of any right or remedy hereunder will preclude the exercise or enforcement of any other right or remedy hereunder.

22.5 Scope and Modification of Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, agreements or understandings of the parties regarding the subject matter of this Agreement, provided that nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in any franchise disclosure document we delivered to you in connection with this Agreement. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of any party to enforce any claim or right under this Agreement, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge or cancellation.

22.6 Governing Law.

The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Store is located.

22.7 Notices.

All written notices permitted or required to be delivered by the provisions of this Agreement or of the Operating Manual shall be deemed so delivered when delivered to you or the Store by: (i) hand delivery; (ii) three (3) days after having been placed in the United States Mail by Registered or Certified Mail; (iii) one (1) day after being placed in the hands of a commercial courier service for next day delivery; or (iv) one (1) day after transmission by

facsimile or other electronic system (including via e-mail and including e-mails which you are the only addressee or one of multiple addressees). Notices delivered pursuant to this section including, without limitation, e-mail, shall be addressed to us at our most current principal business address or to you at the most current principal business address, e-mail address or home address of which we have been notified in writing. You are obligated to provide us with a correct current address for your home and business and to notify us of any change in address within ten (10) business days. If you maintain an e-mail address for your business you agree to provide us with your business e-mail address and notify us of any change in your e-mail address within ten (10) business days. You understand and agree that providing us with notice of changes in addresses (including e-mail address) shall be made in the manner provided in this section for giving notices. If you fail to timely notify us of a change of address (including e-mail, business or home), all notices sent to the prior address will be deemed properly delivered.

22.8 Independent Contractors.

The parties to this Agreement are independent contractors and no training, assistance or supervision which we may give or offer to you shall be deemed to negate such independence or create a legal duty on our part. Neither we nor any of our affiliates shall be liable for any damages to any person or property arising directly or indirectly out of the operation of the Store, including but not limited to those damages which may occur while your employees are making or returning from making deliveries, or arising out of your delivery service policies. Nor shall we or any of our affiliates have any liability for any taxes levied upon you, your business, or the Store. The parties further acknowledge and agree the relationship created by this Agreement and the relationship between us is not a fiduciary relationship nor one of principal and agent. Furthermore, neither we nor our affiliates have any relationship with your employees and have no rights, duties, or responsibilities with regard to their employment by you. You acknowledge and agree that you do not have the authority to act for or on our behalf or to contractually bind us or our affiliates to any agreement. No party to this Agreement shall have any authority to assume any liability for the acts of the other, or to alter the legal relationships of the other. Only the named parties to this Agreement shall have rights hereunder and you shall not have any rights under any other franchise agreement to which you are not a party.

22.9 Standard of Reasonableness.

Unless otherwise stated in this Agreement, we agree to exercise reasonable judgment with respect to all determinations to be made by us under the terms of this Agreement.

22.10 Acknowledgment.

You acknowledge that you have conducted an independent investigation of the business contemplated by this Agreement and recognize that it involves business risks making the success of the venture largely dependent upon your business abilities. We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement. You acknowledge that you have conducted an independent investigation of the Store's delivery and service area and are familiar with the boundaries and the nature and extent of any areas that might present a danger to you or your employees. In addition,

you acknowledge and agree that this Agreement may not be modified, amended or changed except by a writing signed by all parties. You also acknowledge that this Agreement has been executed by us in the State of Michigan and that this Agreement is to be performed in part through services rendered in the State of Michigan.

22.11 Binding Effect.

This Agreement is binding upon the parties and their heirs, approved assigns and successors in interest.

22.12 Effective Date of this Agreement.

This Agreement shall become effective upon the date of its acceptance and execution by us.

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE:

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

Its:

DATED: _____

DATED: _____

DATE OF STORE OPENING

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COVENANTS OF OWNERS

The undersigned individuals (the “Owners”) represent and warrant to DPF that they are all of the owners of Franchisee or otherwise have a direct or indirect interest in the success of Franchisee and that the person designated below as the Controlling Person is the Controlling Person of the Approved Entity under this Agreement. Further, to induce DPF to enter into this Agreement and grant the franchise to Franchisee, each of the Owners, on behalf of themselves and each of their affiliates, hereby jointly and severally guarantees the performance by Franchisee of its obligations under this Agreement and agrees to be bound by all of the provisions of this Agreement, including, without limitation, the restrictions contained in Sections 20 and 21 of this Agreement, provided that the liability of the Owners and their affiliates to DPF under their guarantee, other than the Controlling Person and his or her affiliates, shall be based upon the percentage of such Owner’s ownership interest in Franchisee.

Each Owner acknowledges and agrees that:

(1) The Approved Entity shall be managed solely by the Controlling Person and that the Controlling Person may not be removed by any action of the Approved Entity or its Owners without the prior written consent of DPF;

(2) The Controlling Person shall at all times during the continuation of this Agreement have not less than fifty one percent (51%) of the equity and voting power and/or interests in the Approved Entity unless otherwise approved in writing by DPF and any provision or term in the governing or establishing documents for the Approved Entity or any agreement between the Owners to the contrary is and shall be void for all purposes;

(3) The establishing or governing documents for the Approved Entity do not provide for a “supermajority” or other voting structure that would require the Controlling Person to have more than 51% of the equity and voting structure in order to maintain control over the Approved Entity and that no Owner(s) has any type of “veto” rights and that no voting trusts have been established which would restrict or limit the voting control of the Controlling Person. If such provision or term exists in the establishing or governing documents or other agreements, the Owners agree that it shall be void for all purposes;

(4) The Controlling Person has, as of the date of execution of this Agreement, the option, but not the obligation, exercisable on thirty (30) days notice, to purchase any or all of the equity and voting interest owned by the other Owners for a sum certain which has been determined prior to the execution of this Covenant of Owners (which may be modified by the Owners). If for any reason all Owners have not agreed upon a purchase price, the undersigned Owner(s) agree that the purchase price for their interest shall be the fair market value for all of the Domino’s Pizza Stores (including Domino’s Pizza Non-Traditional and Domino’s Pizza

Transitional Stores) which the Approved Entity operates as determined by an independent appraiser selected by the Controlling Person and the Owners holding a majority of the remaining interests. If the Controlling Person and the Owners holding a majority of the remaining interests cannot agree on an independent appraiser, the Controlling Person shall select an independent appraiser and the Owners holding a majority of the remaining interests shall select an independent appraiser and those two (2) appraisers shall select a third independent appraiser. The third independent appraiser selected by the two (2) appraisers shall determine the fair market value of the equity and voting interest owned by the Owners and the determination of the third independent appraiser shall be final and binding on all parties. If an independent appraiser is not selected through this process within sixty (60) days, DPF shall have the right to select an independent appraiser whose determination of the fair market value shall be binding and final on all parties and DPF shall incur no liability for doing so. The result of such computation shall be multiplied by the ratio that the Owner's interest bears to all outstanding ownership interests in the Approved Entity. Upon tendering the purchase price for each Owner's interest, the Owners hereby agree to convey such interest and such commitment shall be subject to enforcement by any court of competent jurisdiction through specific performance;

(5) If the Controlling Person receives a bona-fide offer and desires to sell the franchise, the Franchisee can require the other Owners to sell his/her interest in accordance with the terms of the bona-fide offer.

(6) None of the Owners has given, received or taken any security interest in this Agreement or any pledge of any equity or interest in the Approved Entity and no such security interest or pledge shall be given, received or taken during the continuation of this Agreement;

Each Owner also acknowledges and agrees, on behalf of such Owner and each of their affiliates, that DPF may apply any monies DPF may owe to any Owner or any of his/her affiliates, including, without limitation, from any profit sharing arrangements, to satisfy or offset amounts owed by Franchisee or any Owner or their affiliates to us or our affiliates under the Franchise Agreement or any other agreement. Each Owner also acknowledges and agrees, on behalf of himself/herself and each of their affiliates, that DPF shall have recourse against and be entitled to pursue the assets of any other Domino's Pizza store owned by such owner and his or her affiliates to recover or satisfy any amounts owed by Franchisee or any Owner or their affiliates to us or our affiliates under the Franchise Agreement or any other agreement.

These Covenants of Owners are intended to modify and supersede any provisions of the establishing or governing documents for the Approved Entity or other agreement between the Owners which are inconsistent with its terms. In the event of any inconsistency between these Covenants of Owners and any other agreement or governing or establishing document, these Covenants of Owners shall control. The undersigned acknowledge that the execution of these Covenants of Owners are conditions to approval by DPF of assignment or entry of this Agreement with DPF, and DPF shall be entitled to refuse to acknowledge or recognize any provisions of the governing or establishing documents of the Approved Entity which are inconsistent with the terms of these Covenants of Owners or this Agreement. Each of the Owner(s) agree that in the event that any of the governing or establishing documents for the Approved Entity are inconsistent with the provisions of these Covenants of Owners, the Controlling Person is granted the authority and power to modify or amend such provision and

each Owner agrees to cast any necessary vote in favor of the amendment of such document or to execute such agreement as will reconcile these Covenants of Owners and the applicable document or agreement. The undersigned further agree that the governing and establishing documents of the Approved Entity shall not be amended, modified, deleted, novated or otherwise changed in any manner without the prior written consent of DPF.

CONTROLLING PERSON

% OF OWNERSHIP

N/A

OWNER

N/A

% OF OWNERSHIP

N/A

OWNER

N/A

% OF OWNERSHIP

N/A

OWNER

N/A

% OF OWNERSHIP

**RIDER (FOR RESIDENTS OF ILLINOIS)
TO THE DOMINO'S PIZZA FRANCHISING LLC
STANDARD FRANCHISE AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. Section 22.5 of the Standard Franchise Agreement is amended to read as follows:

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, representations (except for those made in the Franchise Offering Circular that you received from us), agreements or understandings of the parties regarding the subject matter of this Agreement.

2. Section 22, Paragraph 22.6 of the Standard Franchise Agreement is hereby amended to read as follows:

22.6 **Governing Law.** The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Store is located or by the laws of the State in which you reside. However, if the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Paragraph; then this Agreement (and its validity, interpretation and construction), any claims arising from this Agreement, and the relationship between us and you will be governed by the laws of the State of Illinois.

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE:

By: _____

Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

Its: President

**RIDER (FOR RESIDENTS OF MINNESOTA)
TO THE DOMINO'S PIZZA FRANCHISING LLC
STANDARD FRANCHISE AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. The following language is hereby added to Section 22, Paragraph 22.4 of the Standard Franchise Agreement:

"Minnesota law provides franchisees with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given ninety (90) days notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days notice for non-renewal of the Agreement."

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE:

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

Its: President

**RIDER (FOR RESIDENTS OF NORTH DAKOTA)
TO THE DOMINO'S PIZZA FRANCHISING LLC
STANDARD FRANCHISE AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. The following language is hereby added to Section 20, Paragraph 20.2 of the Standard Franchise Agreement:

"Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota."

2. Section 22, Paragraph 22.2 of the Standard Franchise Agreement, entitled Cost of Enforcement, is hereby amended to read as follows:

"22.2 **Cost of Enforcement**. The prevailing party in any enforcement action shall be entitled to recover all costs and expenses, including attorneys' fees."

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE:

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

Its: President

EXHIBIT F

NON-TRADITIONAL STORE FRANCHISE AGREEMENT

Store #

DOMINO'S PIZZA FRANCHISING LLC
NON-TRADITIONAL STORE
FRANCHISE AGREEMENT

Franchisee:

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DOMINO'S PIZZA FRANCHISING LLC

NON-TRADITIONAL STORE FRANCHISE AGREEMENT

This Non-Traditional Store Franchise Agreement, including the Covenants of Owners (this "Agreement") is being entered into between Domino's Pizza Franchising LLC, a Delaware liability company ("we", "DPF" or "us" in this Agreement), and

"you" or "franchisee" in this Agreement). If you are a corporation, partnership, limited liability company or other entity approved by us (the "Approved Entity"), the term "owners" in this Agreement shall refer to your shareholders, affiliates, partners, members or other interest holders. Unless otherwise approved by DPF, the term "Controlling Person" refers to the person who owns fifty one percent (51%) or more of: the general partnership interest of such partnership; the equity and voting power of all classes of the issued and outstanding capital stock of such corporation; the membership interests of such limited liability company or the voting and ownership interests of such other entity.

1. INTRODUCTION.

We are in the business of franchising retail outlets specializing in the sale of pizza and other authorized food and beverage products and featuring carry out and delivery services. These outlets are known as "Domino's Pizza" stores and conduct business under a uniform business format, with specially designed equipment, computer hardware and software designated by us, and specifications for the preparation and sale of pizza and certain authorized food products (the "Domino's System"). We have obtained the license to use and the right to sublicense the use of certain valuable trademarks, service marks and commercial symbols in connection with the operation of Domino's Pizza Stores including the mark "Domino's Pizza." We grant franchises for the sale of Domino's Pizza and other authorized products and services at or from nontraditional locations and venues, alternative sites and mobile stores utilizing the Domino's System. These locations are identified as Domino's Pizza Pizzazz Stores, Domino's Pizza C Stores, Domino's Pizza Express Stores, Domino's Pizza Micro Market Stores or other names associated with Domino's Pizza depending upon the site, location or venue (individually or collectively known as "Domino's Pizza Non-Traditional Store(s)").

You have applied to us for a franchise to operate a Domino's Pizza Non-Traditional Store at the location identified in this Agreement using the trademarks, service marks and commercial symbols as we may approve or designate from time to time (the "Marks.") Your application has been approved by us in reliance upon all of the representations made in your application including those concerning your financial resources, your other investments and interests and the manner in which the franchise will be owned and operated.

You acknowledge that you have read this Agreement and our Franchise Disclosure Document and been given an opportunity to obtain clarification of any provision that you did not understand. You also understand and agree that the terms and conditions contained in this Agreement are necessary to maintain our high standards of quality and service and the uniformity of those standards.

You understand that a Domino's Pizza Non-Traditional Store is intended to serve a certain niche market by offering carry-out service only, with dine in facilities only at such times and locations as we may from time to time approve in advance. Domino's Pizza Non-Traditional Stores do not offer delivery services.

2. GRANT AND TERM OF FRANCHISE.

2.1 Grant.

Subject to the terms of this Agreement, DPF grants to you a franchise to operate a Domino's Pizza Non-Traditional Store (the "Store") and a sublicense to use the Marks at the following location:

Store # located at: _____

Except as otherwise provided herein, you understand that your rights are non-exclusive and that nothing in this Agreement shall entitle you to any rights to operate a Store at any other location or to prohibit DPF to operate or franchise the operation of a Domino's Pizza Store, Domino's Pizza Non-Traditional Store or any other retail outlet at any other site, location or venue.

2.2 Term of Franchise.

The term of this Agreement shall be for a period of ten (10) years, commencing on the date of opening of the Store (or if this Agreement is being signed in connection with a renewal or transfer of the franchise, commencing on the day following the expiration or termination of the previous franchise agreement, as the case may be).

3. RENEWAL OF FRANCHISE.

3.1 Option to Renew.

You may, at your option, renew the franchise for one additional ten (10) year term, provided:

(a) you are not in material default of any provision of this Agreement or any other agreement with us or our subsidiaries or affiliates or any other creditor or supplier of the Store and have substantially complied with the terms and conditions of these agreements during their terms. For purposes of this Section 3.1(a), "substantial compliance" shall mean that you have not (i) breached or violated the terms of this Agreement on six (6) or more occasions during the term of this Agreement or on three (3) or more occasions during the last twenty four (24) months prior to the expiration of the term of this Agreement regardless of whether or not you cured any such breach or violation, or (ii) engaged in any conduct or act described in Section 18.2.1 of this Agreement at any time during the term of this Agreement regardless of whether or not you cured any such breach or violation;

(b) you refurbish the site as provided in Sections 9 and 15 of this Agreement or, if we require, agree to relocate the premises of the Store to a location approved by us and develop the premises in accordance with our then current requirements. If we require you to relocate the premises of the Store, you will be entitled to credit the costs of developing the new premises toward any refurbishing obligations you may have under the franchise agreement executed in connection with such renewal; and

(c) subject to applicable laws, you and your owners agree to execute a general release, in a form then prescribed by us, of any claims arising out of this Agreement against us and our affiliates, and our and their officers, directors, managers, agents, representatives and employees.

This option to renew may not be exercised unless all of the preceding conditions are fully satisfied. The option to renew is personal to you and may not be exercised by any other person or entity without our prior written consent.

3.2 Manner of Renewal.

The new franchise agreement you must execute to renew the franchise shall be our then current form of standard franchise agreement. You must also sign all other agreements we customarily require at the time of the renewal of the franchise. You understand that the renewal franchise agreement may provide for higher royalty fees and greater expenditures for advertising and promotion than are provided for in this Agreement and may contain other terms materially different from the terms of this Agreement. The area of primary responsibility of the Store, if any, will not be modified unless such modification is consistent with criteria then in effect for comparable market areas. There will be no initial franchise or similar fee charged upon a renewal of the franchise. You will also be entitled to renew the franchise at the end of the renewal term in accordance with the renewal provisions, if any, contained in the franchise agreement executed by you in connection with your renewal of the franchise.

3.3 Notification of Expiration.

Provided you are in compliance with this Agreement, including the provisions of Section 3.1, we will send all agreements relating to renewal of the franchise for your review and execution approximately six (6) months prior to the expiration of this Agreement along with a notification of the expiration of this Agreement. Your failure to return these agreements to us within thirty (30) days of receipt will be deemed an election by you not to renew this Agreement. Our notice will also state what actions, if any, you must take to correct the deficiencies in your operation of the Store or whether we will require you to relocate or refurbish the premises of the Store as provided in Section 3.1 above. We also will specify the time period in which these deficiencies must be corrected or by which the refurbishing or relocation and development of the new premises must be completed, provided that, in the event that the then current term of your lease or any renewal lease does not expire concurrently with the expiration of this Agreement, we will not require you to complete a relocation of your Store and development of the new premises until the expiration of the then current term of your lease or any renewal lease or other instrument or agreement granting you the right to occupy the premises of the Store. If we require

you to relocate the Store, our notice will identify the reasons for requiring relocation. Renewal of the franchise will be conditioned on your continued compliance with all the terms and conditions of this Agreement and all other agreements with us and our affiliates and subsidiaries and all other creditors and suppliers of the Store up to the date of expiration.

4. TERRITORIAL RIGHTS AND OBLIGATIONS.

4.1 Area of Primary Responsibility.

The premises of the Store will be your Area of Primary Responsibility

Provided you are in compliance with the terms of this Agreement, and except as otherwise provided in Section 4.3, neither we nor our affiliates will not operate or grant a franchise for the operation of a Domino's Pizza Non-Traditional Store during the term of this Agreement whose area of primary responsibility overlaps your Area of Primary Responsibility.

5. OPENING ADVERTISING AND PROMOTION EXPENDITURE.

If you (or the Controlling Person if you are an Approved Entity) are opening your (or his or her) first Domino's Pizza Store, Domino's Pizza Pizzazz Store or Domino's C Store, you must submit to us proof no later than ninety (90) days after opening of the Store that you have spent at least Three Thousand Dollars (\$3,000.00) on grand opening advertising and promotion.

6. ROYALTY FEE AND OTHER CHARGES.

6.1 Amount and Payment.

During the term of the franchise, you agree to pay us a royalty fee of five and one half percent (5½%) of the weekly royalty sales of the Store. This fee must be paid by Thursday of each week on royalty sales for the week ending on the preceding Sunday. Payment must be made by electronic funds transfer as provided in Section 6.4 below or as we may otherwise designate from time to time.

6.2 Definition of Royalty Sales.

The term "royalty sales" means the total receipts from all sales by the Store of all pizza, beverages and other products or services authorized for sale at the Store or at any approved off site location but exclusive of sales or equivalent taxes, coupon and similar discounts, and beverage container deposits approved by us. Premium or similar promotional items must be included in computing royalty sales unless these items have been sold at or below cost by the Store. Premium or similar promotional items shall not be deemed to include any food or beverage item unless otherwise specified to us.

6.3 Interest on Late Payments.

All royalty fees, advertising contributions and all other amounts owed to us pursuant to this Agreement will bear interest after the due date at the rate of one and one half percent (1½%)

per month or at the highest legal rate for open account business credit in the state in which the Store is located, whichever is lower.

6.4 Electronic Funds Transfer.

You must participate in an electronic funds transfer program under which royalty fees and advertising contribution payments are deducted or paid electronically from your bank account. We may permit you to initiate payments via a system established or approved by us, or at our option, require you to authorize us to initiate debit and/or credit entries and/or credit correction entries to your Store bank operating account (the "Account") for payment of royalty fees and advertising contributions on forms we prescribe. In the event you are required to authorize us to initiate debit entries, you agree to make the funds available in the Account for withdrawal by electronic transfer no later than the due date for payment. The amount actually transferred from the Account to pay royalty fees and advertising contributions will be based on the Store's royalty sales reported to us. If you have not reported royalty sales of the Store to us for any reporting period, we will be authorized to debit the Account in an amount equal to the royalty fee transferred from the Account for the last reporting period for which a report of the royalty sales of the Store was provided to us. If at any time we determine that you have under reported the royalty sales of the Store or underpaid royalty fees or advertising contributions due us under this Agreement, we will be authorized to initiate immediately a debit to the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided for in this Agreement. An overpayment will be credited to the Account through a credit effective as of the first reporting date after we and you determine that such credit is due. Our use of electronic funds transfers as a method of collecting royalty fees and advertising contributions due us does not constitute a waiver of any of your obligations to provide us with weekly sales reports as provided in Section 14.2 nor shall it be deemed a waiver of any of the rights and remedies available to us under this Agreement. If, for any reason other than your fault or neglect, the electronic funds transfer program in which we require you to participate is not functioning so as to allow you to pay the amounts due under this Agreement to us, you may seek permission from us to make payment by mail for the period of time that the electronic funds transfer system is not functioning. If we grant permission for you to make payment by mail, we will specify the day by which payment must be postmarked and paid for any week on royalty sales for the week ending on the preceding Sunday.

6.5 Application of Payments.

When we receive a payment from you, we have the right in our sole discretion to apply it as we see fit to any past due indebtedness of yours due to us or our affiliates, whether for royalties, advertising contributions, purchases, interest, or for any other reason, regardless of how you may designate a particular payment to be applied. In addition, we may offset any amount otherwise due under any discount or rebate program against any amount owed to us.

7. STORE LOCATION.

7.1 Location and Use.

You may operate the Store only at the location specified in Section 2.1 and you may not relocate the Store except with our prior written consent. The Store premises may only be used for the operation of a Domino's Pizza Non-Traditional Store and other related activities approved by us in writing. You shall not allow the premises of the Store to be used for any purpose which in our judgment, adversely affects the reputation of the Store or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation, or moral turpitude.

7.2 Relocation; Damage, or Condemnation.

In the event the Store is destroyed or rendered unusable, we may grant permission for the Store to be repaired, restored or reconstructed at the existing location. Any repair, restoration, reconstruction or relocation will be at your sole expense. The Store, whether we grant permission for you to repair, restore, reconstruct or relocate, must be open and operating no later than six (6) months after its closure. In addition, within ten (10) days of vacating the Store premises, you must make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos, and the like) as we require to fully eliminate its identification and appearance as a Domino's Pizza Store. If you fail or refuse to fully de-identify the Store to the extent and in the manner required by this Agreement, we may, at our option and in addition to other rights and remedies we may have, make the modifications that are contemplated by this Agreement on your behalf and you agree to promptly pay and reimburse us on demand for any costs incurred by us including, without limitation, the proportionate compensation of our employees who devote time and render services in the de-identification of the Store.

7.3 Location and Operation of Commissary.

Any commissary operated by you in connection with the Store may be located only at the premises of the Store or other premises approved by us in writing and must be operated in accordance with commissary standards prescribed by us from time to time. Such commissary must be owned by you and operated by you and your employees exclusively for the benefit of the Store or other Domino's Pizza Stores or Domino's Pizza Non-Traditional Stores owned by you and may not be owned or operated by any other person or entity without our prior written consent. You may not open or operate a commissary unless you have received prior written notification from us that you have satisfied in advance all of our requirements for the operation of a commissary, including all required training of commissary personnel.

7.4 Store Lease.

Unless otherwise agreed to by us in writing, if the property on which the Store is located is not owned by you, you must maintain a lease for the site of the Store (including the lease for the site of the commissary, if any, to be operated by you in connection with the Store) which shall contain such terms as we specify from time to time for all leases of a similar type. Each original lease, renewal leases and lease addenda and modification of any type must be submitted

to us prior to execution for our examination and approval that it contains the terms we require in all leases. You must provide us with a copy of the executed lease, any renewal lease, and any addenda and modification or other instrument or agreement governing occupancy of the premises within thirty (30) days after execution by you and the landlord.

7.5 Assumption of Lease on Termination or Expiration.

Upon the termination or expiration of the franchise for any reason, other than a termination by you for cause, we or our designee shall have the right to assume or designate one of our affiliates to assume, your status and replace you as lessee or occupant of the premises. You agree to execute an assignment of your interest in the lease promptly upon our request. Upon exercise of our or our affiliate's right to assume your status as lessee, and your compliance with the other provisions of this section, you will be fully released and discharged from all liability for rent and all other future liability under the lease or the instrument or agreement by which you occupy the premises (although not from any liability for unpaid rent or charges or any other then existing liability to the lessor or owner, including, without limitation, any damages to the premises or restoration costs). If we exercise our right to assume, or have our affiliates assume your lease or other instrument or agreement by which you occupy the premises, we will indemnify you and hold you harmless against any claim made for future rent or charges or other future liability under the lease or instrument or agreement. We will also notify you within ninety (90) days of obtaining your written assignment of your interest in the lease of any damages to the premises or restoration costs for which you are liable or responsible.

7.6 Ownership of Store Premises.

If you, or any entity that you own or control, owns any interest in the real estate where the Store is located, you agree to furnish to us upon request, a copy of the deed and any other document relating to the title to the real estate and a copy of your owner's policy of title insurance.

8. STORE DEVELOPMENT.

8.1 Development and Construction.

You agree that promptly after obtaining possession of the site for the Store you will:

(a) cause to be prepared and submit for approval by us a site plan for the Store, including requirements for dimensions, design, materials, interior layout, equipment, fixtures, furniture, signs, and decorating. You understand that you may modify our plans and specifications only to the extent required to comply with applicable ordinances, building codes, permit requirements and lease or occupancy requirements and only with our prior written approval;

(b) obtain all required zoning changes; all required building, utility, health, sanitation, and sign permits and any other required permits;

(c) purchase or lease fixtures, furniture and signs meeting our specifications or requirements and, if we so require, from an approved vendor or vendors designated by us;

(d) acquire through purchase, lease and/or license the Brand Technology as required by Section 15.9.1.

(e) complete the construction and/or remodeling, equipment, fixture, furniture and sign installation and decorating of the Store in full and strict compliance with plans and specifications approved by us and all applicable ordinances, building codes, permit and lease or occupancy requirements;

(f) obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services; and,

8.2 Equipment, Fixtures, Furniture and Signs.

We will provide you with specifications for pizza, other authorized food and beverage preparation, dispensing, storage and display equipment, other equipment, fixtures, furniture, exterior and interior signs and decorating that we require you to use or install in the Store. We may specify brands, types or models for any of these items. You may purchase items meeting our specifications from any source unless we designate an approved source or sources for any of these items. If you propose to purchase or lease items not previously approved by us as meeting our specifications or from a vendor not approved by us, you must first notify us and we may require submission of sufficient specifications, photographs, drawings and/or other information and samples to determine whether any such item or supplier meets our specifications or our approved vendor criteria. We will advise you within a reasonable time whether any proposed item or vendor meets our specifications or our approved vendor criteria. You agree to use only such items that meet our specifications in the operation of the Store and to purchase them from approved vendors, if we so require. You understand, however, that we or our affiliates or an approved vendor may be the only source for some of these items and that we may otherwise limit the number of approved vendors. We reserve the right to charge you for our reasonable expenses in testing and/or evaluating any proposed item or vendor submitted by you.

8.3 Store Opening.

You agree to complete development of the Store and have the Store ready to open within a reasonable time after obtaining possession of the site for the Store and in accordance with the lease or other agreement for occupancy of the premises. If you do not open the Store within six (6) months from the effective date of this Agreement, we will have the option to terminate this Agreement upon the giving of written notice to you.

9. STORE REFURBISHING.

You have an obligation to maintain the Store in a manner which contributes positively to the then current image of the Domino's Pizza brand. You agree to refurbish the Store (in addition to regular maintenance and repair), within six (6) months of receipt of written notice

from us, as we may from time to time require to maintain or improve the appearance and efficient operation of the Store, to increase its sales potential or to comply with our then current standards, image or identity. Refurbishing may include:

- (a) replacement of worn out or obsolete equipment, fixtures, furniture and signs;
- (b) the substitution or addition of new or improved equipment, including safes, fixtures, furniture, and signs designated by us;
- (c) redecorating;
- (d) renovation of the interior and exterior of the premises and restoration and resurfacing of parking facilities; and
- (e) structural modifications and remodeling of the premises.

You will not be required to make aggregate expenditures for refurbishing of the Store in excess of one and one half percent (1-1/2%) of the royalty sales of the Store from the date of its opening to the date of any required refurbishing not to exceed the ten (10) year period prior to the date of any such required refurbishing or, except in connection with a renewal of the franchise, to effect any refurbishing of the Store during the last twelve (12) months of the initial term of the franchise unless required to do so by the lease or other instrument or agreement for occupancy of the premises of the Store.

For purposes of this Section 9, the term equipment shall not include computer hardware or other components of the Brand Technology (as defined in Section 15.9.1). Any additions, substitutions, replacements or modifications to the Brand Technology shall be governed by the provisions of Sections 15.9.1. and 15.9.2 of this Agreement.

10. TRAINING.

10.1 Initial Training.

If you (or the Controlling Person if you are an Approved Entity) have not previously opened either a Domino's Pizza Store or Domino's Pizza Non-Traditional Store you or the Controlling Person must enroll and complete all training programs and classes which we require for the operation of the Store. These training programs and classes will be furnished at such times and places as we designate. We have the right to charge a reasonable training fee for these training programs or classes. All training programs and classes must be completed to our satisfaction. You will be responsible for the travel, living expenses and any other costs incurred during these training programs and classes.

10.2 Training of Employees.

You agree to implement a training program for employees of the Store and to be solely responsible for training the employees to legally, safely and properly perform his or her duties while inside the Store and while outside the Store for business purposes, including training your

employees to follow appropriate procedures for their safety and well being as well as the safety and well-being of the public. You agree not to employ any person who fails or refuses to complete your training programs or is unqualified to perform his or her duties in accordance with the requirements established for the operation of a Store. You acknowledge and understand that implementing a training program for employees of the Store and training your employees to follow safe and proper procedures for the operation of the Store will remain your sole responsibility even if, from time to time, you obtain advice, certifications or suggestions from us or our affiliates about these topics. You further acknowledge and understand that it is not our responsibility or duty to implement a training program for your employees, nor do we have the responsibility or duty to instruct your employees about matters of safety and security in or around the Store or on the way to or from the Store. By providing advice, certifications or suggestions, we do not assume any of your responsibilities or duties.

10.3 Additional Training.

We may also, at our option, require you (or the Controlling Person if you are an Approved Entity) to attend supplemental or additional training programs which may be offered from time to time by us or our affiliates during the term of the franchise. The fee for such training shall range from between One Hundred Dollars (\$100.00) and Five Hundred Dollars (\$500.00) per training class. You will be responsible for the reasonable costs of such programs and for the travel and living expenses and any other costs incurred during these programs. You must complete this supplemental or additional training within one (1) year of the time in which it is originally offered by us or our affiliates.

11. OPERATING ASSISTANCE.

11.1 Advice and Guidance.

We will furnish you with such reasonable operating assistance as we determine from time to time to be necessary for the operation of the Store. Operating assistance will include advice and guidance regarding:

- (a) methods of pizza, other authorized food and beverage preparation, packaging and sale; and
- (b) the establishment of administrative, bookkeeping, accounting, inventory control and general operating procedures.

You acknowledge and understand that it is not our responsibility or duty to operate the Store and we do not have the legal right to direct your employees in the operation of the Store. Those functions remain your sole responsibility and duty. Further, you understand that the assistance provided to you under this Section 11 does not obligate us to provide the accounting, bookkeeping, administrative, inventory control or marketing services required for the operation of the Store or to otherwise operate the Store. By providing advice or suggestions, we do not assume any of your responsibilities or duties.

11.2 Operating Problems.

We will advise you from time to time of operating problems of the Store disclosed by reports submitted to or inspections made by us or our designee. We will make no separate charge for operating or marketing assistance except that we may make reasonable charges for forms and other materials supplied to you and for operating assistance made necessary in our judgment as a result of your failure to comply with any provision of this Agreement or for operating assistance requested by you in excess of that normally provided by us. By providing advice, certifications or suggestions, we do not assume any of your responsibilities or duties.

12. STORE PRODUCTS.

12.1 Store Menu.

You agree that you will offer for sale and sell at the Store for final consumption and not for resale, all pizza, other authorized food and beverage products that we from time to time authorize; provided, however, you may offer for resale authorized products for certain programs approved by us. Such approval will not be unreasonably withheld and the decision to approve shall be based upon: (i) quality assurance; (ii) brand image; (iii) and such other factors as we determine. You also agree that you will not offer for sale or sell at the Store any other products or services.

12.2 Pizza Ingredients, Supplies and Materials.

All pizza and other food ingredients, beverage products, cooking materials, containers, packaging materials, other paper and plastic products, utensils, uniforms, menus, forms, cleaning and sanitation materials and other supplies and materials used in the operation of the Store must conform to the specifications and quality standards established by us from time to time. You must use in the operation of the Store, boxes, containers and other paper or plastic products imprinted with the Marks as prescribed from time to time by us. We may in our sole discretion require that ingredients, supplies and materials used in the storage, preparation, packaging, and delivery of pizza and other authorized food products be purchased exclusively from us, our affiliates or from approved suppliers or distributors. You agree to request delivery of food products to the Store in quantities and in a manner that is consistent with policies prescribed from time to time by us. Any ingredient, supply or material not previously approved by us as conforming to our specifications and quality standards must be submitted for examination and/or testing prior to use. We reserve the right from time to time to examine the facilities of any approved supplier or distributor, including the commissary operated by you, if any, and to conduct reasonable testing and inspection of the ingredients, materials or supplies to determine whether they meet our standards and specifications. We also reserve the right to charge fees for testing and evaluating proposed suppliers or distributors and examining and inspecting commissary operations and to impose reasonable limitations on the number of approved suppliers or distributors of any product. Approval of a supplier or distributor may be conditioned on requirements relating to frequency of delivery and standards of service including prompt attention to complaints and the ability to service and supply Stores within areas designated by us.

13. ADVERTISING AND PROMOTION.

13.1 By DPF.

We or our designee will from time to time formulate, develop, produce and conduct advertising and promotional programs in the form and media as we or our designee determines to be most effective. You agree to participate in all national and local and regional advertising and promotions as we determine to be appropriate for the benefit of the Domino's Pizza System. We reserve the right, in our sole discretion, to determine the composition of all geographic territories and market areas for the development and implementation of advertising and promotion programs. All costs of the formulation, development and production of any such advertising and promotion (including without limitation the proportionate compensation of our employees who devote time and render services in the formulation, development and production of such advertising and promotion programs or the administration of the funds), will be paid from an advertising fund administered by a separate not for profit entity for all Domino's Pizza Stores and Domino's Pizza Non-Traditional Store provided, however, that we may at any time in our sole discretion set up a separate advertising fund for Domino's Pizza Non-Traditional Stores (these funds are hereinafter designated as the "Advertising Fund"). You will be obligated to pay up to four percent (4%) of the weekly royalty sales of the Store to the Advertising Fund as we may designate from time to time. Your advertising contribution must be postmarked on Monday and paid by Wednesday of each week on royalty sales for the week ending on the preceding Sunday or by Thursday, if paid by electronic funds transfer as provided in Section 6.4 of this Agreement. All Domino's Pizza Non-Traditional Stores owned by us or our affiliates will contribute to the cost of such advertising and promotion programs on at least the same basis as you. We will submit to you upon request an annual statement of monies collected and costs incurred by the Advertising Fund. We reserve the right to engage the services of an advertising source or sources to formulate, develop, produce and conduct the advertising and promotion programs, the cost of such services to be payable from the Advertising Fund.

You acknowledge and understand that all such advertising is intended to maximize general public recognition and patronage of the Marks in the manner determined to be most effective by us and our affiliates and that neither we nor our affiliates undertake any obligation in developing, implementing or administering these programs to ensure that expenditures which are proportionate or equivalent to your contributions are made for the market area of the Store or that of any Domino's Pizza Pizzazz Store will benefit directly or pro rata from the placement of advertising.

13.2 Local and Regional Advertising Cooperatives.

We reserve the right to require that you participate in local and regional advertising cooperatives administered by us or our affiliate or by other franchisees of the Domino's System or in the event no such cooperative has been established, to require you to conduct local advertising for your Store. In addition to the advertising contribution payable by you under Section 13.1, you agree to pay any contributions that we require you to make for expenditures by these local or regional cooperatives or that may be otherwise approved by these cooperatives or for local advertising if no cooperative exists. If there is no advertising cooperative or if the Stores participating in a cooperative have not agreed upon a percentage of royalty sales to be

contributed to the cooperative, you must expend or contribute to the cooperative, respectively, an amount we specify up to and including two percent (2%) of royalty sales. If a cooperative exists and sixty-five percent (65%) or more of the Stores agree to contribute or are contractually obligated to contribute a specified percentage of royalty sales to the cooperative, then we can require you to make the same percentage contribution to the cooperative as the other Stores in the cooperative. All Domino's Pizza Stores participating in a cooperative shall contribute no less than 2% of royalty sales. All Stores which are contractually obligated to contribute the specified percentage of royalty sales voted upon by the cooperative shall be counted as a favorable vote, whether or not they attend or vote at the meeting. We agree that the maximum aggregate amount we can obligate you to contribute for advertising and promotion under this Section 13.2 and Section 13.1 will be nine percent (9%) of the royalty sales of your Store. All contributions payable under this Section 13.2 must be paid by Thursday of each week on royalty sales for the week ending on the preceding Sunday. Payment must be made by electronic funds transfer as provided in Section 6.4 of this Agreement or as we may otherwise designate from time to time. Nothing contained in this Section 13.2 shall limit, affect or supersede any obligation on your part to contribute a greater percentage of the royalty sales of the Store pursuant to any separate agreement or understanding you may have with any such local or regional advertising or promotional cooperative. We reserve the right on our behalf and on behalf of our affiliates to engage the services of an advertising source or sources to formulate, develop, produce and conduct the advertising and promotion programs for the cooperatives or for local advertising if no cooperatives exists with the cost of these services payable from the cooperative advertising budget or contributions made by you in accordance with this provision.

13.3 By Franchisee.

All of your advertising, promotions and media relations, including, but not limited to, all public relations, social media, events and all advertising and promotions conducted by you or your employees whether through public appearances or in print, or on radio, television, the Internet, and other electronic media ("Your Advertising"), must be completely factual and shall conform to the highest standards of ethical advertising and be consistent with the then current image and policies and obligations relating to advertising and promotional programs of a Domino's Pizza Non-Traditional Store. In the event Your Advertising, in our judgment, is deemed to be inappropriate in any way, you shall immediately terminate or remove Your Advertising upon receipt of notice from us. We do not assume any of your duties and responsibilities related to Your Advertising.

14. RECORDS AND REPORTS.

14.1 Bookkeeping and Recordkeeping.

You agree to establish and retain a bookkeeping, recordkeeping, computer and point of sale system (including a record of the names, addresses, telephone numbers and order history of the customers in your Store's delivery area all in form and format designated by us) conforming to the requirements prescribed by us, relating, without limitation, to the use and retention of daily sales information, counts of pizza types and other approved menu items sold, coupons, purchase orders, purchase invoices, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, checks and credit card sales, journals and general

ledgers, including any comparable electronically generated information or any supporting records or materials we may require or prescribe. You agree to retain all business records and reports (whether paper or electronically generated) relating to the Store in accordance with record retention policies and guidelines prescribed by us, from time to time, and for the time limits required by all applicable laws, ordinances and regulations. You also agree to maintain an emergency back up order taking system and other back up operational procedures identified by us in accordance with policies and procedures we may prescribe from time to time. You agree that we shall have full access, either on-site or from a remote location, to all of your computer data, equipment and systems containing any and all of the information, records and reports required by this Section 14.1 or any other provision of this Agreement or any other agreement with our affiliates. In addition, you agree to provide us with access to all such data, equipment and systems to facilitate the exchange of information you are required to provide us under this Agreement. Any information provided by you shall be used by us in a lawful manner.

14.2 Sales Reports and Financial Statements.

You agree to submit to us, in accordance with requirements prescribed by us from time to time and in a format which we may designate from time to time:

(a) with the royalty fee due, a weekly report of the sales of the Store and all other information and supporting records as we may require;

(b) within sixty (60) days of the end of each fiscal year of the Store:

(i) a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the year and an unaudited annual statement of profit and loss and financial condition of the Store prepared on an accrual basis;

(ii) if you are a corporation, partnership or other approved entity, a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the month and an unaudited statement of profit and loss of the corporation, partnership or other approved entity prepared on an accrual basis;

(iii) if you have additional Domino's Pizza Stores or Domino's Pizza Non-Traditional Stores a consolidated statement of profit and loss for all of your operations, including any additional Domino's Pizza Stores, Domino's Pizza Pizzazz Stores or Domino's Pizza C Stores which you own and all administrative and commissary operations. The statements must be prepared in accordance with generally accepted accounting principles by an accountant in the manner prescribed by us;

(c) promptly upon our request and within twenty (20) days of the end of the month or period, in the manner as we may prescribe, and continuing for such period of time as we may from time to time designate:

(i) a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the month or period and an unaudited statement of profit and loss of the Store prepared on an accrual basis for each month or period;

(ii) if you are a corporation, partnership or other approved entity, a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the month or period and an unaudited statement of profit and loss of the corporation, partnership or other approved entity prepared on an accrual basis for each month or period; and

(iii) a consolidated statement of profit and loss for all of your Domino's Pizza Stores for each month or period;

(d) if you are in default under any of the terms or conditions of this Agreement, statements submitted on a quarterly basis affirming that all federal, state and local taxes have been paid;

(e) upon our written request, exact copies of your and your owners federal, state and local business income tax returns and state sales tax or equivalent tax returns for any period; and

(f) such other information as we may reasonably require to determine you and your owners' compliance with this Agreement or to assist you in the operation of the Store or to otherwise evaluate the performance of the Store, including information about the sales and receipts of the Store.

14.3 Right to Require Audit.

We reserve the right to audit or cause to be audited the sales reports, financial statements, tax returns, information from the Store's computer system, and any other records you are required to retain or submit to us. In the event any audit discloses an understatement of the royalty sales of the Store for any period or periods (regardless of whether the understatement is intentional or not), we shall have the right to require that you pay on the amount of such understatement the royalty fee of five and one half percent (5½%), all advertising contributions due under this Agreement and the amount, if any, required to be paid to your local or regional cooperative as provided in this Agreement, plus interest due. Further, in the event such understatement for any period or periods shall be two percent (2%) or more of the royalty sales of the Store or such inspection or audit is made necessary by your intentional or negligent underreporting (including, without limitation, underreporting that arises out of your insufficient supervision of your employees) or your failure to furnish reports, supporting records, financial statements or other information required by this Agreement or to furnish these reports, records, information or financial statements on a timely basis, you will be obligated to reimburse us for the cost of the audit, including the charges of any independent certified public accountant used and the travel expenses, room and board and compensation of our employees or anyone we engage to conduct the audit. In the event you dispute the results of any audit conducted by us or our representatives, you will have the right, upon written notice to us within ten (10) days of

your receipt of the results of our audit, to have the results verified by an independent certified public accounting firm selected by our outside accounting firm. The expense of this audit shall be borne by you unless this further audit discloses that no deficiency is due in which case we will be obligated to pay for the audit. We will notify you within ten (10) days of our receipt of your notice when the independent audit will commence. You agree to cooperate with all personnel conducting the audit. The results of the independent audit shall be binding upon the parties. You agree to pay any deficiencies within ten (10) days after receipt of our audit or, if applicable, the independent audit requested by you. You acknowledge and agree that conducting an audit as authorized by this section is one but not the only way we may determine or establish that you have underreported the royalty sales of the Store for any period or periods. You and your owners agree to fully comply and cooperate with any and all audits, including, but not limited to, you, your owners and your employees treating our personnel in a professional manner.

15. OPERATING REQUIREMENTS.

15.1 Operating Procedures.

You agree to fully comply with all specifications, standards and operating procedures and rules from time to time prescribed for the Store, including, but not limited to, specifications, standards and operating procedures and rules relating to:

(a) the safety, maintenance, cleanliness, sanitation, function and appearance of the Store premises and its equipment, (including computer hardware, software, peripheral devices, high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources), image, fixtures, furniture, decor and signs;

(b) qualifications, dress, grooming, general appearance and demeanor of you and your employees, including, but not limited to, engaging in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude;

(c) quality, taste, portion control and uniformity, and manner of storage, preparation and sale, of all pizza and other authorized food and beverage products sold by the Store and of all ingredients, supplies and materials used in the storage, preparation, packaging and sale of these items;

(d) methods and procedures relating to receiving, preparing, delivering and storing customer orders, including without limitation, online ordering;

(e) the hours during which the Store will be open for business;

(f) use and illumination of exterior and interior signs, posters, displays, menu boards and similar items;

(g) the handling of customer complaints;

(h) advertising on the Internet or other electronic media, including websites, home pages and use of domain names;

(i) e-mail capabilities of the Store and other electronic communication methods (including high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources) and devices to facilitate communication with us or our offices, including the exchange of information between the Store and us; and

(j) the method and manner of payment which will be accepted from customers.

You acknowledge that specifications, standards or procedures may differ for a Domino's Pizza Store and Domino's Pizza Non-Traditional Store. By entering into this Agreement, you agree to abide by these specifications, standards, operating procedures and rules and to fully adopt and implement them.

15.2 Compliance with Laws and Other Business Practices.

You agree to secure and maintain in force all required licenses, permits and certificates and operate the Store in full compliance with all applicable laws, ordinances and regulations. You also agree to pay when due all amounts payable pursuant to any provision of this Agreement or any other agreement with us or our affiliates or subsidiaries or pursuant to any agreement with any other creditor or supplier of the Store. You shall file all tax returns and pay all taxes before they become delinquent. You agree not to permit any levy or warrant to be issued by any taxing authority or other creditor (excluding mechanics liens and other immaterial liens), against any of your assets, nor allow any of your assets to be seized or frozen by any taxing authority or other creditor. Furthermore, if you are subject to any withholding taxes on royalty fees or other payments, you shall provide us with quarterly evidence that such tax has been remitted to the appropriate governmental agency on a quarterly basis.

You agree to abide by the Payment Card Industry Data Security Standards enacted by the applicable Card Associations, applicable to your business. If you know or suspect a security breach, you shall immediately notify us. You shall promptly identify and remediate the source of the compromise. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning your customers. Without limiting the generality of other provisions of this Agreement, you agree to defend, indemnify and hold us and our affiliates harmless from and against any and all claims, demands, duties, obligations, damages, fines and/or penalties imposed upon you as a result of non-compliance with the Payment Card Industry requirements.

You and your owners acknowledge that Executive Order 13224 (the "Executive Order") prohibits transactions with terrorists and terrorist organizations and that the government of the United States has adopted and may in the future adopt other anti-terrorism measures (the "Anti-Terrorism Measures"). You certify that neither you or your owners nor any of your employees, affiliates or any other person or entity associated with the Store is: (1) a person or entity listed in the Annex to the Executive Order; (2) a person or entity otherwise determined pursuant to the

Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism (such a person or entity and those persons and entities listed in the Annex to the Executive Order are referred to herein as "Terrorists"); (3) a person or entity who assists, sponsors or who supports Terrorists or acts of Terrorism ("Sponsors of Terrorism"); or (4) owned or controlled by Terrorists or Sponsors of Terrorism. Furthermore, you covenant that neither you or your owners, nor any of your employees, affiliates or any other person or entity associated with the Store shall, during the term of this Agreement, become a person or entity described in clause (1), (2) or (3) above, or shall otherwise become a target of any Anti-Terrorism Measures. Should you or any of your owners, employees, affiliates, or any person or entity associated with the Store, violate the provisions of this paragraph, we will have the right to immediately terminate this Agreement.

15.3 Pricing.

We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services, including pricing we prescribe from time to time for any national, regional or local advertising or promotion.

15.4 Operating Manual.

We will loan to you during the term of the franchise one or more copies of an operating manual or operational bulletins or similar materials containing mandatory and suggested specifications, standards and operating procedures and rules prescribed from time to time by us and information relative to your other obligations under this Agreement and the operation of the Store (the "Operating Manual"). We will provide you with a manual or access to an electronic copy of the Operating Manual. The entire contents of the Operating Manual will remain confidential and is proprietary to us and our affiliates. We will have the right to add to and otherwise modify the Operating Manual from time to time, if deemed necessary to improve the standards of service or product quality or the efficient operation of the Store, to protect or maintain the goodwill associated with the Marks, to take advantage of advancements in technology, or to meet competition. No such addition or modification, however, shall alter your fundamental status and rights under this Agreement. The provisions of the Operating Manual as modified from time to time, including the mandatory specifications, standards and operating procedures and rules prescribed from time to time by us and communicated to you in writing, will constitute provisions of this Agreement as if contained in this Agreement.

15.4 New Concepts.

If you develop any new concept, process or improvement or any slogan in the operation or promotion of the Store, or technology used in connection with the operation of the Store, you agree to promptly notify us and provide us with all necessary information without compensation. You acknowledge that any such concept, process or improvement or slogan shall become our property and that we may utilize or disclose this information to other franchisees.

15.6 Franchisee Must Directly Supervise Store.

The Store shall at all times be under the direct, on premises supervision of you (or the Controlling Person if you are an Approved Entity). You (or the Controlling Person if you are an Approved Entity) must devote full time and efforts (excluding reasonable vacation periods) as manager of the Store or to the management of other Domino's Pizza Stores or Domino's Pizza Non-Traditional Stores (or other related activities approved by us in accordance with Section 7.1 of this Agreement). You shall be solely responsible for recruiting, hiring, training, scheduling for work, supervising and paying the persons who work in the Store and those persons shall be your employees, and not our agents or employees. Further, neither you nor any of your owners may, during the term of this Agreement, without our prior written consent, which may be withheld in our sole judgment, (i) engage, or own any interest, in any other business activity, (ii) be employed by any other business, (iii) engage in any activity which may impair your ability to fulfill your obligations under this Agreement or (iv) engage in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude.

If you own more than one Store, each Store must also be under the direct, on premises supervision of a manager, whose conduct (including, without limitation, acts or failure to act) you will be responsible for, and:

- (a) who has been properly trained by you on all specifications, standards, operating procedures and rules from time to time prescribed for the operation of a Domino's Pizza Store including, without limitation, proper reporting of royalty sales;
- (b) whose identity has been disclosed to us; and
- (c) who shall have executed, upon our request, an agreement in the form provided by us agreeing not to divulge any trade secret or confidential or proprietary information, including the contents of the Operating Manual, or to engage in or have any interest in any other carry out or delivery pizza store business.

15.7 Insurance.

You shall at all times during the term of the franchise maintain in force at your sole expense:

- (a) property insurance on a replacement cost basis at a minimum limit based on the total value of your assets (including, but not limited to, fire, extended coverage, vandalism and malicious mischief),
- (b) general liability insurance with a minimum limit of \$1,500,000.00 per occurrence (including, but not limited to, coverage for personal injury, products and contractual liability),

(c) automobile liability insurance with a minimum limit of \$1,500,000.00 per occurrence (including, but not limited to, owned automobiles titled or leased in the name of you or your owners and used at any time, whether principally or occasionally in your business, hired and non-owned coverage). If you or your owners do not use a vehicle owned or leased in the name of you or any of your owners in your business, you must provide written evidence of that fact, satisfactory to us; and

(d) workers' compensation insurance (in your name) as required by applicable law. If no such law exists, then you must participate in such other comparable insurance or benefit programs for your employees as required by us. If your state recognizes and permits self-insurer programs, your participation in such program will satisfy our requirements under this subsection (d). If deductible plans are approved and used in your state, coverage may be purchased on this basis subject to the requirements of your insurance carrier.

All liability insurance policies must name us, and any subsidiaries and affiliates which we designate, as additional insureds entitled to the coverage afforded to all named insureds, without regard to any other insurance or self insured program which we or our affiliates may have in effect, and also provide that we receive thirty (30) days prior written notice of termination, expiration, cancellation, modification or reduction in coverage or limits of any such policy. The terms and conditions of all such policies, including the amount of any deductibles, shall be consistent with the requirements prescribed from time to time by us. You agree to promptly pay when requested by the insurer the amount of the deductible applicable to, and in the event of , any covered loss.

All insurance policies (excluding workers' compensation policies) must be issued by an insurance carrier rated B+ or better by Alfred M. Best & Company, Inc. or meeting such other rating or criteria we may establish from time to time. We may also reasonably increase the minimum liability "limit" protection requirement annually and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards in public, product or motor vehicle litigation or other relevant changes in circumstances. You must submit to us annually a copy of the certificate of insurance or evidence of the renewal or extension of each such insurance policy or any modifications to any such insurance policies, which must describe the applicable deductibles for each such policy. If at any time you fail or refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence of such insurance, we may, at our option and in addition to our other rights and remedies we may have, obtain insurance coverage, on your behalf, and you agree to promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to us on demand any costs and premiums incurred by us. Your obligation to obtain and maintain the insurance described in this Agreement shall not be limited in any way by reason of any insurance maintained by us.

15.8 Identification as Franchisee.

You agree to exhibit on the Store premises signs of sufficient prominence and wording as we may prescribe from time to time so as to advise the public that the Store is owned,

operated and maintained by you. All business cards, letterheads and other business materials shall clearly identify that you are the owner of the Store in accordance with the rules or policies we may establish from time to time in the Operating Manual or otherwise in writing. In addition, subject to rules and policies that may be established from time to time, all local advertising, including yellow page listings and advertisements that are placed by you or on your behalf, and which do not contain phone numbers or addresses that are associated with stores that we own or operate, shall either indicate that you are the owner of the store or stores in the print material, or that the store or stores are locally owned and operated.

15.9 Computer Hardware and Software and other Technology.

15.9.1 Brand Technology.

You agree to use in the development and operation of the Store the management system and computer hardware and software and related technology designated by us, including without limitation, features such as high speed broadband connectivity, high speed broadband monitoring, online ordering, methods and means of encryption and access to our network resources, and other internet based technology and peripheral devices that we specify from time to time (the “Brand Technology”). You acknowledge that we may modify all aspects and the components of the Brand Technology from time to time. As part of the Brand Technology, we may require you to obtain computer hardware and/or software we specify from a single vendor designated by us and we or our affiliates may be the sole supplier of all or any part of the Brand Technology. You agree to use only such items and services as we specify in connection with the Brand Technology. We may require that you enter into a license exclusively with us or our affiliates to use proprietary software developed by or for us. You may also be required to enter into agreements with others for use of third party software incorporated or used in connection with the Brand Technology. Our modification of such specifications or components for the Brand Technology may require you to incur costs to purchase, lease and/or license new or modified computer hardware and/or software and to obtain service and support for the Brand Technology during the term of this Agreement. You acknowledge that the cost to you of obtaining the Brand Technology (including software licenses) (or additions, substitutions, replacements or modifications thereto) may not be fully amortizable over the remaining term of this Agreement. Nonetheless, subject to the provisions of Section 15.9.2 below, you agree to incur such costs in connection with obtaining the computer hardware and software comprising the Brand Technology (or additions, substitutions, replacements or modifications thereto). You further acknowledge and agree that we have the right to charge reasonable fees for software or systems modifications and enhancements specifically made for us that are licensed to you and other maintenance and support services that we or our affiliates furnish to you related to the Brand Technology. You may also incur charges from third parties who render services or provide products that we require you to purchase or use. We shall have independent access through monitoring programs or otherwise to data on your Brand Technology, including sales figures. There are no contractual limitations on our right or timing to access this information and data.

Without limiting the generality of the foregoing, we reserve the right to require you to acquire, install and continuously use the Domino’s PULSE store computer system and to obtain a license to use the software from us or our affiliate by signing our standard license agreement

and to acquire hardware approved by us from a vendor or vendors which we designate. We also reserve the right to require you to participate in online ordering by entering into an agreement with an approved online ordering service company that we designate. You will be responsible for the fees and charges associated with your use of online ordering and the requisite internet usage and connections, including the fees charged by the service provider. We may also require that you continuously maintain high speed broadband connectivity, where available and to charge you a reasonable fee if you do not maintain high speed broadband connectivity, which you agree to pay on demand.

You acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the Domino's System; and you agree to abide by and fully adopt and implement those reasonable new standards established by us as if this Section 15.9.1 were periodically revised by it for that purpose.

15.9.2 Aggregate Expenditures for Brand Technology.

You will not be required to make aggregate expenditures for any additions, substitutions, replacements or modifications to the Brand Technology in excess of one and one half percent (1 ½ %) of the royalty sales of the Store from the date of its opening to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology not to exceed the ten (10) year period prior to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology or, except in connection with a renewal of the franchise to make any additions, substitutions, replacements or modifications to the Brand Technology during the last twelve (12) months of the initial term of the franchise. This limitation shall not apply to our right to require that you acquire and install the Domino's PULSE store computer system or other components of the Brand Technology upon execution of this Agreement nor shall the provisions of any prior franchise agreement governing the operation of the Store restrict our right to require that you acquire and install the Domino's PULSE store computer system or other components of the Brand Technology under the terms of this Agreement.

15.9.3 Domino's PULSE and Other Computer and Technology Training.

If you (or the Controlling Person if you are an Approved Entity) have not installed and used Domino's PULSE, or any other computer system or technology that we require, in a Domino's Pizza store, you (or the Controlling Person) must enroll in and complete all training programs and classes which we require for the operation of Domino's PULSE, or any other computer system or technology. These training programs and classes will be furnished at such times and places as designated by us or the entity or entities that we approve to provide the training. We may furnish training. The entity furnishing the training (including us) has the right to charge a reasonable training fee for these training programs or classes, which you agree to pay. All training programs and classes must be completed to our satisfaction. You will be responsible for the travel, living expenses and any other costs incurred during these training programs and classes.

15.9.4 Additional Order Processing Systems.

We reserve the right to develop or contract with third parties to develop centralized or technology based methods of taking, processing, routing, and delivering orders in addition to the methods and technology we currently use or authorize (collectively "Additional Order Systems"). These may become mandatory at any time during the term of this Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software; to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with third parties. To the extent these products and services are owned by us or provided to you by us, we may charge up front and/or ongoing fees. However, to the extent all the direct and indirect costs to develop, test and implement an Additional Ordering System are paid from other sources, then such up-front and ongoing fees charged by us would be intended only to cover our ongoing expenses, including direct costs and reasonable allocations. Regardless of the sources of funds to develop any Additional Ordering System we shall be the sole owner of all direct and related rights and assets, including software and hardware, intellectual property and all data generated by the Additional Ordering Systems, but excluding hardware or equipment you purchase directly for the purpose of gaining access to the Additional Ordering System.

16. MARKS.

16.1 Usage.

You acknowledge that we have the right to sublicense the Marks and that any goodwill relating to your use of the Marks will inure to our benefit and the benefit of our affiliates. You shall use the Marks in full compliance with rules prescribed from time to time by us. You agree not to engage in any conduct which, in our sole judgment, could disparage or impair the reputation of the Store or the Domino's System or the goodwill associated with the Marks. You understand and acknowledge that our right to regulate the use of the Marks, includes, without limitation, any use of the Marks in any form of electronic media such as web sites or web pages or as a domain name or electronic media identifier. Any unauthorized use of the Marks will constitute a breach of this Agreement and an infringement of our rights in and to the Marks. You will not use any Mark as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols or in conjunction or association with any name or symbol used by you in connection with the operation of the Store, nor may you use any Mark in connection with the sale of any unauthorized product or service or in any other manner not explicitly authorized in writing by us. All provisions of this Agreement applicable to the Marks will apply to any additional proprietary trademarks and commercial symbols we hereafter authorize you to use.

16.2 Infringements.

You agree to immediately notify us of any infringement of or challenge to your or our use of any Mark or claim by any person of any rights in any Mark. You agree that you will not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem

appropriate and the right to exclusively control any litigation or Patent and Trademark Office or other proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You agree to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interests in any such litigation or Patent and Trademark Office or other proceeding or to otherwise protect and maintain our interest in the Marks.

16.3 Indemnification.

We will indemnify you against and reimburse you for all damages for which you are held liable in any proceeding arising out of the use of any Mark in compliance with this Agreement. If it becomes advisable at any time in our sole discretion for you to modify or discontinue use of any Mark and/or use one or more additional or substitute Marks, you agree to do so and our sole obligation will be to reimburse you for your tangible costs of complying with this obligation.

17. INSPECTIONS.

We or our designee will have the right at any time during business hours and without prior notice to conduct reasonable inspections of the Store, its operations and its business records, including but not limited to, information from the Store's computers, and records and documents relating to the ownership and control of the Approved Entity and any other entity that has an interest in the operation of the Store, wherever located and to take a physical inventory of the assets of the Store. You agree that we may conduct all or part of an inspection, either on-site or from a remote location. Inspections of the Store will be made at our expense, unless we are required to make any additional inspections in connection with your failure to comply with this Agreement. In such event, we will have the right to charge you for the costs of making all additional inspections in connection with your failure to comply, including without limitation the travel expenses, room and board and compensation of our or our designee's employees. You and your owners agree to fully comply and cooperate with any and all inspections, including, but not limited to, you, your owners and your employees treating our personnel in a professional manner.

18. TERMINATION AND EXPIRATION.

18.1 Termination By Franchisee.

If you are in compliance with this Agreement and we breach this Agreement and fail to cure any breach within thirty (30) days after written notice is delivered to us, you may terminate this Agreement and the franchise effective ten (10) days after delivery of notice to us. A termination of this Agreement and the franchise by you without complying with these requirements or for any reason other than our breach of this Agreement and our failure to cure the breach within thirty (30) days after receipt of written notice from you shall be deemed a termination by you without cause and not in accordance with the provisions of this Agreement.

18.2.1 Immediate Termination by DPF – Upon Written Notice.

We shall have the right to terminate this Agreement effective upon delivery of notice of termination to you, if:

(a) you or any of your owners have made any material misrepresentation on any record or report required by us under this Agreement or on your application for the franchise, or in any other application submitted to us;

(b) you do not open the Store within six (6) months from the date of this Agreement;

(c) you or any of your owners is judged a bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay his or her debts as they become due, or a petition under any bankruptcy law is filed against you or any of your owners or a receiver or other custodian is appointed for a substantial part of the assets of the Store;

(d) you abandon or fail to continuously and actively operate the Store, or without our prior written consent, permit any person other than a qualified employee designated by you, whose identity has been disclosed to us, to operate the Store in your absence;

(e) the lease for the Store or other instrument or agreement governing the occupancy of the premises of the Store is terminated or cancelled or you are unable to renew or extend the lease or you fail to maintain possession of the Store premises;

(f) you or any of your owners is convicted of a felony, or a crime which substantially impairs the goodwill associated with the Marks or you or any of your owners engages in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude ;

(g) you intentionally or negligently under report the royalty sales of the Store for any period or periods;

(h) you or any of your owners violates any of the restrictions contained in Section 20 or 21 of this Agreement;

(i) you intentionally or on more than one occasion during the term of this Agreement, violate any Child Labor Laws in connection with your operation of the Store;

(j) an audit by us discloses an understatement of royalty sales and you fail to pay to us the applicable royalty fee and advertising contribution and interest due within ten (10) calendar days after receipt of the final audit report;

(k) the interest of a deceased or permanently disabled person is not disposed of in accordance with the terms of this Agreement;

(l) you or any of your owners fail on three (3) or more occasions during any twelve (12) month period to comply with any one or more provisions of any franchise agreement for the Store (which includes not only this Agreement but also the franchise agreement in force immediately prior to this Agreement if this Agreement has been in effect for less than twelve (12) months) including without limitation, your obligation to submit when due, sales reports or financial statements, to pay when due the royalty fees, advertising contributions or other payments to us or our affiliates or subsidiaries or any other creditors or suppliers of the Store, whether or not such failure to comply is corrected after notice is delivered to you; or

(m) any of your assets, or items used in the operation of the Store are seized or you are otherwise denied the use of the property or access to the Store, because of your failure to pay any taxing authority or any amount due a creditor of the Store, or because of any other act or omission of you or any of your owners; or, you fail to notify us of a tax levy or delinquency.

(n) you fail to cease operating the Store, or fail to correct the conditions in the Store causing a present threat of imminent danger to public health or safety, after notice to you as provided in Section 18.2.3 of this Agreement;

(o) we have granted you permission to either repair, restore, reconstruct or relocate the Store, as provided in Section 7.2 of this Agreement, and you fail to complete the action we have permitted, within six (6) months after its closure; or

(p) you or your owners violates any of the anti-terrorism provisions contained in Section 15.2 of this Agreement.

18.2.2 Termination by DPF - After Opportunity to Cure.

We shall have the further right to terminate this Agreement effective upon delivery of notice to you, if:

(a) you fail to obtain or maintain insurance required by us and you do not correct this failure within forty eight (48) hours after written notice is delivered to you; provided, however, that we shall not exercise our right to terminate this Agreement if you immediately cease operating the Store and obtain all such insurance within ten (10) days after written notice is delivered to you;

(b) you fail to comply with any provision of this Agreement or any specification, standard or operating procedure or rule prescribed by us which relates to the use of any Mark, safety and security, or the quality of pizza or other authorized food products or any beverage sold by you or the cleanliness and sanitation of the Store and you do not correct this failure within seven (7) calendar days after written notice is delivered to you;

(c) you or your affiliates fail to pay when due any amount owed to us, our affiliates or subsidiaries, or any creditor or supplier or any taxing authority for federal, state or local taxes (other than amounts being bona fide disputed through formal proceedings) and you or your affiliates do not correct such failure within ten (10) calendar days after written notice is delivered to you; or

(d) you or any of your owners fails to comply with any other provision of this Agreement or any specification, standard or operating procedure and fail to correct this failure within thirty (30) calendar days after written notice is delivered to you.

18.2.3 Immediate Cessation of Operations .

In the event that the conditions of the Store or operations at the Store, in our judgment, present a threat of imminent danger to public health or safety, we may require the immediate cessation of operations at the Store upon delivery of a notice to you or the Store. The notice shall contain the reason we believe immediate cessation of operations is required. The parties shall address the conditions and develop a plan to correct all deficiencies within seven (7) days of the delivery of the notice .

18.3 Obligations Upon Termination or Expiration.

Upon termination or expiration of this Agreement, you agree to:

(a) immediately return to us all copies of the Operating Manual and cease use of and deliver to us all Customer Lists (as hereinafter defined in Section 20.5);

(b) take such action as may be required to cancel all assumed name or equivalent registrations relating to the use of any Mark;

(c) notify the telephone company, postal service, and all listing agencies in writing of the termination or expiration of your right to use all telephone numbers, post office boxes, and all classified and other directory listings relating to the Store and to authorize in writing the transfer of these to us or our franchisee or designee. You acknowledge that we have the sole rights to and interest in all telephone numbers, post office boxes and directory listings relating to any Mark, and you authorize us to direct the telephone company, the postal service, and all listing agencies to transfer all telephone numbers, post office boxes, and directory listings to us, our franchisee or designee and if you fail or refuse to do so, the telephone company, postal service, and all listing agencies may accept our direction as evidence of our exclusive rights in the telephone numbers, post office boxes, and directory listings and our authority to direct the transfer. Upon execution of this Agreement or at any time thereafter, you agree to execute any written authorizations or pre approved authorizations in the form prescribed by us directing the telephone company, postal service, and any listing agencies to transfer all telephone numbers, post office boxes, and directory

listings to us, our franchisees or designees upon the occurrence of any such termination or expiration;

(d) immediately pay all royalty fees, advertising contributions and other charges which are due and owing under this Agreement;

(e) immediately cease using the Marks and identifying yourself as a Domino's Pizza Store or as being associated with the Domino's System, including, without limitation, disabling and ceasing to permit the continued operation of any website relating to the Store or the Domino's System or which utilizes the Marks;

(f) if you retain possession of the Store premises, at your expense, make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos and the like) as we require to eliminate its identification and appearance as a Domino's Pizza Non-Traditional Store, as applicable. If you fail or refuse to fully de-identify the Store to the extent and in the manner required by this Agreement, we may, at our option and in addition to other rights and remedies we may have, make the modifications that are contemplated by this Agreement on your behalf and you agree to promptly pay and reimburse us on demand for any costs incurred by us or our designee including, without limitation, the proportionate compensation of our or our designee's employees who devote time and render services in the de-identification of the Store; and

(g) make the Store accessible and available for us to operate pursuant to Section 18.7 of this Agreement if we elect to do so.

19. OPTION TO PURCHASE STORE.

19.1 Option.

Upon the termination or expiration of this Agreement, except termination by you for cause, we or our designee shall have the exclusive option, but not the obligation, to purchase the assets of the Store. For purposes of this section, the term "assets" shall mean the equipment, inventory, leasehold interests and improvements and favorable rights and covenants of the Store. Our option shall commence upon expiration of this Agreement or on the effective date of termination as applicable and shall continue for thirty (30) days thereafter, subject to extension as provided in this Section. You agree that if the termination is stayed, either by us or by judicial proceedings, or if we are not permitted to manage the Store pursuant to section 19.8, we will not be able to exercise our option within the 30 day period and you also agree that under those circumstances our option to purchase shall be extended, without further notice to you, for an additional time which shall include the entire time we are unable to exercise our option.

19.2 Formula Price.

The purchase price for these assets shall be equal to fifteen percent (15%) of the first Three Hundred Thousand Dollars (\$300,000.00) of royalty sales ("Base Amount") of the Store

during the fifty two (52) full weeks immediately preceding the date of termination or expiration plus twenty five percent (25%) of royalty sales in excess of the Base Amount up to Five Hundred Thousand Dollars (\$500,000.00) ("Second Level Base Amount") during this period plus fifty percent (50%) of royalty sales in excess of the Second Level Base Amount during this period. The purchase price shall be allocated among the assets and covenants in the manner prescribed by us.

If the Store has been in operation less than fifty two (52) full weeks, the option price shall be the documented cost of the Store. The term "cost" shall be defined as your documented expenditures for the equipment, inventory and leasehold improvements of the Store, but shall not include any charges for labor performed by you or your family members in connection with the development of the Store or any undocumented costs.

19.3 Purchase of Commissary.

In the event you operate a commissary in connection with the Store, we or our designee shall also have the option to purchase the assets of the commissary. The purchase price for the assets of the commissary will be the net book value (based upon a seven year depreciation schedule).

19.4 Deductions From Purchase Price.

In the event we elect to purchase the assets of the Store, the purchase price will be reduced by:

- (a) the total current and long term liabilities of the Store assumed by us as described below; and,
- (b) the amount necessary to upgrade and renovate the Store to meet our then current standards for a Domino's Pizza Non-Traditional Store; and
- (c) our reasonable attorney's fees incurred in connection with enforcing this Agreement or in securing possession of the Store.

We will assume all current and long term liabilities (except liabilities to you or your owners) up to the amount of the purchase price subject, however, to all defenses available to you. Further, the amount we charge for upgrading and renovating the Store will not exceed one and one half percent (1 1/2%) of the royalty sales of the Store from the date of opening to the date of termination or expiration reduced by an amount equal to the total expenditures made by you for renovation and upgrading of the Store at our request up to the date of termination or expiration.

19.5 Payment of Purchase Price.

The balance of the purchase price, after deductions described above will be payable as follows: ten percent (10%) of the balance at the time of closing and the remainder in sixty (60) equal monthly installments of principal plus interest at a rate of interest per annum equal to the prime lending rate charged by Morgan Guaranty Trust Company of New York (or other bank or financial institution we may designate) determined as of the closing date with annual adjustments

based on the prime rate charged on each anniversary date. The first payment will be due on the first day of the second succeeding calendar month following closing and the remaining payments on the first day of each month thereafter. On the first payment date, interest from the date of closing shall also be paid. If we elect to pay the entire purchase price at closing, we shall have the right to escrow such portion of the purchase price as we deem appropriate for a period of six (6) months to cover liabilities of the Store. We shall notify you of claims asserted by creditors of the Store against the escrow monies. You shall have forty eight (48) hours to settle any claim with such creditor prior to our disbursement of funds from the escrow. If there is a good faith dispute between you and a creditor of the Store, you shall have thirty (30) days to reach a settlement with any such creditor as to the amount owed before we will disburse any escrow monies to such creditor. If you are unable to resolve the discrepancy with the creditor within the thirty (30) day period, we shall have the right to use the escrow monies to satisfy the claim of any such creditor. At the end of such six (6) month period, any remaining purchase price shall be remitted to you along with a statement prepared by DPF indicating the manner in which these funds were expended.

19.6 Real Property

(a) In the event you or your owners own the real property on which the Store or commissary is located, and such property is not a multi-tenant unit, we will also have the exclusive option to purchase this property. We shall exercise this option within the same period of time as provided in section 19.1, as that time may be extended. The purchase price will be the fair market value as determined by an independent appraiser selected by both of us. If we cannot agree on an independent appraiser, we each shall select an independent appraiser who shall select a third independent appraiser. The independent appraiser selected by our appraisers shall determine the fair market value of the real property and his determination shall be final and binding on the parties, provided, in the event the independent appraiser does not render its appraisal within ninety (90) days of selection, the appraisal shall be made by the appraiser we have selected. The purchase price will be payable in full at the closing minus customary prorations including the pay-off of existing mortgage liens.

(b) If we do not elect to purchase the real property, or if the property is in a multi-tenant unit, we or our designee will have the option to enter into a lease for a term of not less than five (5) years with an option by the lessee to extend the term of the lease for an additional term of five (5) years. The lease shall contain the terms and conditions contained in the form of lease then used by us or our affiliates in connection with Domino's Pizza Stores owned and operated by us or our affiliates. The rental under the lease for the initial five (5) year term shall be the fair rental value of the property as determined by an independent appraiser selected in the manner described above. The rental shall be modified during the second five (5) year option term by the percentage that the National Consumer Price Index for Urban Wage Earnings and Clerical Workers as determined by the United States Department of Labor for the region in which the Store is located (or a comparable index if such Index is not then being issued) has increased or decreased from the commencement date of the initial term until the last day of the initial term of the lease.

19.7 Closing.

The closing shall occur within thirty (30) days after we exercise our option to purchase the assets and/or real property or such later date as may be necessary to comply with applicable bulk sales or similar laws. At the closing, we both agree to execute and deliver all documents necessary to vest title in the purchased assets and/or real property in us free and clear of all liens and encumbrances, except those assumed by us and/or to effectuate the lease of the Store premises. You also agree to provide us with all information necessary to close the transaction. We reserve the right to assign our option to purchase the Store or commissary, if any, operated in connection with the Store (and the real property to the extent applicable) or designate a substitute purchaser for the Store. We agree, however, to be responsible for and shall guarantee payment of any deferred portion of the purchase price as provided in Section 19.5 of this Agreement in the event we designate a substitute purchaser of the assets of the Store. If you do not execute and deliver any documents required, by execution of this Agreement you irrevocably appoint us as your lawful attorney in fact with full power and authority to execute and deliver in your name all these documents. You also agree to ratify and confirm all of our acts as your lawful attorney in fact and to indemnify and hold us harmless from all claims, liabilities, losses or damages suffered by us in so doing.

19.8 Operation During Option Period.

We will have the right, upon written notice to you, to manage, or designate one of our affiliates to manage, the Store during the period in which we have the option to purchase the Store as provided for in Section 19.1 and for the period following the exercise of our option and prior to the closing on the same terms and conditions as described in Section 21.7.

19.9 Formula Price.

The parties agree that the formula price described in this Section 19 is the agreed upon method of arriving at a price for the assets of the Store in the event we exercise the option contained in this Section 19 and is not to be deemed a conclusive indication of the value of the Store under other circumstances or where an agreement to purchase the Store has been negotiated by you or your owners.

20. RESTRICTIVE COVENANTS.

20.1 In Term Covenant.

In addition to all other obligations in the Agreement, you agree that, during the term of this Agreement, you or your owners will not, directly or indirectly for the benefit of you or your owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in any other carry out or delivery pizza store business or business similar to that being conducted pursuant to this Agreement (except for other Domino's Pizza Stores or Domino's Pizza Non-Traditional Stores operated under franchise agreements entered into with us or other Domino's Pizza Stores or Domino's Pizza Non-Traditional Stores in which you or your owners have an ownership interest).

20.2 Post Term Covenant.

You agree that, for a period of one (1) year after termination or expiration of this Agreement, or the date on which you cease to operate the Store, whichever is later, you or your owners will not, directly or indirectly for the benefit of you or your owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in any carry out or delivery pizza store business or business similar to that being conducted pursuant to this Agreement located at the premises of the Store or within ten (10) miles of the premises of the Store (except for other Domino's Pizza Stores or Domino's Pizza Non-Traditional Stores operated under franchise agreements with us or other Domino's Pizza Stores or Domino's Pizza Non-Traditional Stores in which you or your owners shall have an ownership interest). You further agree for a period of one (1) year after the termination or expiration, or the date on which you cease to operate the Store, whichever is later, you or your owners will not, directly or indirectly, solicit or employ any person who is employed by us, by any entity controlled by or affiliated with us or by any other of our franchisees, nor will you or your owners induce or attempt to induce any of these people to leave their employment without the prior written consent of their employers. The covenants contained in this section shall not be deemed to impair, modify or change any covenant not to compete or not to solicit/employ contained in any agreement for the purchase and sale of the Store and shall be in addition to all other obligations you have under this Agreement to us or our affiliates upon termination or expiration of this Agreement.

20.3 Ownership of Public Companies.

The covenants contained in this Section 20 shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation whose stock is publicly traded.

20.4 Solicitation of Employees.

You agree that during the term of this Agreement you or your owners will not, directly or indirectly, solicit or employ any person who is employed by us, by any entity controlled by or affiliated with us or by any other of our franchisees, nor will you induce or attempt to induce any of these people to leave their employment without our prior written consent of their employers. We agree that we will not induce or attempt to induce any of your employees to leave their employment with you and become employed with us or our affiliates without your consent.

20.5 Customer Lists and Trade Secrets.

You agree to maintain the absolute confidentiality of the Operating Manual and all other information concerning the Domino's System, whether provided by us or a third party, during and after the term of the franchise, disclosing this information to the other employees of the Store only to the extent necessary for the operation of the Store in accordance with this Agreement, and that you will not use the Operating Manual or such other information in any other businesses or in any manner not specifically authorized or approved by us in writing. The customer lists and all historical data relating to the sale of all pizza and beverage products at the

Store (the "Customer Lists") also shall be deemed confidential and (a) you shall not use the Customer Lists in any other business or capacity; and (b) you shall maintain the absolute secrecy and confidentiality of the Customer Lists.

20.6 Owners of Approved Entity.

If you are an Approved Entity, the owners, by executing this Agreement, shall be bound by the provisions contained in this Agreement, including the restrictions set forth in this Section 20. Further, a violation of any of the provisions of this Agreement, including the covenants contained in this Section 20, by any owner shall also constitute a violation by you of your obligations under this Agreement.

20.7 Distribution of Products Related to the Domino's System.

During and after the term of this Agreement, you and your owners agree not to sell or otherwise distribute any products or items bearing any of the Marks or which are used at any time in connection with any advertising, promotional or operational program other than to customers of your Store in the ordinary course of business or to another Domino's Pizza franchisee in good standing at the time of any proposed transfer approved by us.

20.8 Ownership Structure.

You, your owners and affiliates agree to fully comply with all rules, policies and procedures from time to time prescribed by us relating to the ownership structure of an Approved Entity. If you are an Approved Entity, you agree that the Controlling Person who has been approved by us will at all times during the term of this Agreement own and control fifty one percent (51%) or more of the absolute voting and ownership interests of the Approved Entity, unless the Controlling Person obtains our prior written approval for a different ownership structure. You also agree to submit to us for our review and prior written approval any proposed change before attempting any change in the ownership or control of the Approved Entity or its affiliates, or any documents governing the ownership or control of the Approved Entity or its affiliates.

20.9 Non-Disclosure.

Except as may be required or permitted by applicable law, you agree that neither you nor your affiliates, owners, representatives, agents or employees will make any statements or communications, directly or indirectly, about us or our affiliates, officers, employees, franchisees (including you or your affiliates), businesses, properties, financial condition, sales trends, management, ownership, past or current business practices or strategies to any person, including, without limitation, the media or any financial analysts, whether verbally or in writing, including, without limitation, any communications or statements that would reasonably be expected to adversely affect our business or reputation or the Domino's System or shareholders of Domino's Pizza, Inc. or its affiliated companies.

20.10 Irreparable Injury and Injunctive Relief.

You acknowledge and agree that the provisions of this Section 20, including, without limitation, the provisions of Sections 20.1, 20.2, 20.5 and 20.9, are necessary to protect our legitimate business interests and the Domino's System, to prevent the unauthorized dissemination of marketing, promotional and other confidential information to our competitors and others outside of the Domino's System, to protect our trade secrets and the integrity of the Domino's System, and to prevent the duplication of the Domino's System. You also acknowledge and agree that damages alone cannot adequately compensate us if there is a violation of these provisions by you or your owners that we will suffer irreparable harm arising out of any such violation, and that injunctive relief against you and your owners is essential for the protection of us and our franchisees. Accordingly, we will have the right to petition a court of competent jurisdiction for injunctive relief against you and your owners without posting any bond or security whatsoever, in addition to all other remedies that may be available to us under this Agreement or applicable law.

21. ASSIGNMENT.

21.1 By DPF.

This Agreement is fully assignable by us and the assignee or other legal successor to our interests will be entitled to all of the benefits of this Agreement.

21.2 By Franchisee.

This Agreement is personal to you and your owners (if you are an Approved Entity). Accordingly, neither you nor any of your owners may assign or transfer this Agreement, any interest in this Agreement or, if you are an Approved Entity, any interest in an Approved Entity except as specifically authorized under this Agreement. A transfer of ownership of the Store (or its assets) may only be made in conjunction with a transfer of this Agreement. Any attempted assignment or transfer not in accordance with this Agreement shall have no effect and shall constitute a breach of this Agreement.

21.3 Assignment to an Approved Entity.

We will allow you to assign this Agreement and the Store (and its assets) to an Approved Entity for the convenience of ownership of the Store, provided:

- (a) the Approved Entity conducts no business other than the operation of the Store or other Domino's Pizza Stores (or other related activities authorized under this Agreement);
- (b) the Approved Entity is actively managed by you;
- (c) the person designated as the Controlling Person owns and controls not less than fifty one percent (51%) of the general partnership interest of such partnership, the equity and voting power of all classes of issued and outstanding

capital stock of such corporation, the membership interest in the limited liability company or the voting and ownership interests of such entity; and

(d) all owners meet our requirements as established from time to time by us and agree to guarantee the obligations of the Approved Entity under this Agreement and to be bound by the terms of this Agreement in the manner prescribed by us.

If you are an Approved Entity or if this Agreement is assigned to an Approved Entity, you must comply with the requirements set forth in this Section 21.3 throughout the term of this Agreement. The organization documents of any Approved Entity owning the franchise, including all stock certificates, shall recite that they are subject to all restrictions contained in this Agreement. We shall also have the right to require, as a condition of any assignment of this Agreement to an Approved Entity or the operation of the franchise by an Approved Entity, that the owners enter into a buy/sell agreement among themselves in a form and containing such terms as we prescribe for transfers of ownership interests in such Approved Entity. You shall provide us with all documents to be executed in connection with any such assignment and we shall use our reasonable efforts to approve or disapprove these within thirty (30) days after receipt.

21.4 Assignment or Transfer to Others.

We will permit sales, transfers or assignments of this Agreement or, if you are an Approved Entity, of an ownership interest in the Approved Entity to others provided:

(a) you (and your owners) are not in default under this Agreement or any other agreement with us or our subsidiaries or affiliates or any other creditor or supplier of the Store;

(b) the proposed transferee or assignee (and its Controlling Person and all other owners if it is an Approved Entity) meets our then applicable standards for franchisees or owners;

(c) the proposed transferee or assignee (and its owners) is not engaged in any other business activity without our prior written consent, except other Domino's Pizza Stores;

(d) the proposed transferee or assignee (and its owners if it is an Approved Entity) must sign our then current form of standard franchise agreement for a term equal to the remaining term of this Agreement or, at our election, the then current term if longer;

(e) the proposed transferee or assignee (or the person designated by us) must complete all required training to the extent required by us; and

(f) at our request, the proposed transferee or assignee refurbishes the Store in the manner and subject to the provisions prescribed in Sections 9 and 15; and

(g) the proposed transferee or assignee pays us a transfer fee of \$1,500.00; and

(h) this Agreement is terminated according to the terms of our customary form of mutual termination agreement and customary form of release.

The provisions of (d), (e), (f), (g) and (h) above shall not apply to an approved sale, transfer or assignment by an owner owning a forty nine percent (49%) or less interest in the Approved Entity except that the proposed transferee or assignee must guarantee the performance by Franchisee of its obligations under this Agreement and agree to be bound by all of the provisions of this Agreement in the form prescribed by us. You must provide us with all documents to be executed by you and/or your owners and the proposed purchasers in connection with any transfer or assignment at least thirty (30) days prior to signing.

21.5 Death or Permanent Disability.

Upon your death or permanent disability or the death or permanent disability of the Controlling Person, this Agreement or the ownership interest of such deceased or permanently disabled Controlling Person must be transferred to a party approved by us. Any transfer, including, without limitation, transfers by devise or inheritance or trust provisions, shall be subject to the same conditions for transfers which are contained in this Agreement. Except as otherwise prescribed by us in writing, your personal representative or the personal representative of such Controlling Person shall submit to us a proposal meeting the requirements for transfer of this Agreement or such ownership interest within one hundred and twenty days (120) days of your death or permanent disability or the death or permanent disability of such Controlling Person. We agree to communicate our approval or disapproval of any such proposal within fifteen (15) days of receipt. We will not unreasonably withhold our consent to the transfer of this Agreement or such ownership interest to your spouse, heirs or relatives or the spouse, heirs or relatives of such deceased or permanently disabled Controlling Person, provided the requirements of Section 21.4 are satisfied. Your personal representative or the personal representative of such deceased or permanently disabled Controlling Person shall complete the transfer of this Agreement or such ownership interest within sixty (60) days from the date of our approval of any such proposal. Upon the death of any other owner, the interest of such owner shall be transferred within a reasonable time to a person meeting our requirements. All such transfers must also comply with Section 21.4 of this Agreement. Your or any of your owners' failure to transfer the interest in accordance with the provisions of this section shall be considered a breach of this Agreement.

21.6 Definition of Permanent Disability.

You or your Controlling Person will be deemed to have a "permanent disability" if you or your Controlling Person's usual, active participation in the Store as contemplated by this Agreement is for any reason curtailed for a continuous period of six (6) months.

21.7 Operation by DPF After Death or Permanent Disability.

We shall have the right to appoint a manager for the Store if in our judgment the Store is not being managed properly after your death or permanent disability or the death or permanent

disability of the Controlling Person. Our right to appoint a manager for the Store includes the right to temporarily or permanently cease operations at the Store, if in our reasonable judgment continued operation of the Store will adversely affect the Marks, the long term reputation of the Store or the Domino's System, or present a risk to public health, welfare and safety, including the well-being of the employees of the Store. All funds from the operation of the Store during the management by our appointed manager will be kept in a separate fund, and all expenses of the Store including compensation, other costs, and travel and living expenses of our manager will be charged to this fund. We will charge a management fee of five and one half percent (5 ½%) (in addition to the royalty fee and advertising contributions payable under this Agreement) during the period in which the Store is managed on your behalf. In managing the Store, our obligation will be to use our reasonable efforts to ensure the Store is properly managed and neither we nor our affiliates will be liable for any debts, losses or obligations of the Store, to any or of your creditors for any products, materials, supplies or services purchased by the Store prior to or during the time of management by our appointed manager. If the separate fund that is established is insufficient to pay the expenses of the Store, we will notify you or your executor, administrator, conservator or other personal representative and this person must deposit in the fund within five (5) business days, any amount required by us to attain a reasonable balance in the fund.

21.8 Right of First Refusal of DPF.

If you or your owners propose to sell or transfer all or any part of the Store (or its assets) or, if you are an Approved Entity, any ownership interest in the Approved Entity and you or your owners obtain a bona fide, executed written offer to purchase or otherwise transfer or acquire this interest, you or your owners are obligated to deliver a copy of the bona fide offer to us along with all documents to be executed by you or your owners and the proposed assignee or transferee. Our right of first refusal shall commence upon the date of our receipt of the following: (i) the bona fide, executed written offer to purchase, transfer or acquire; (ii) all documents to be executed by you or your owners and the proposed assignee or transferee; (iii) all documents related to the operation of the Store which you are required to provide us, including, but not limited to a current copy of the lease for the Store and such financial statements as are required of you under Section 14.2 of this Agreement; and (iv) your notice that you are specifically submitting the documents to give us the right to exercise our right of first refusal, and shall continue for a period of thirty (30) days thereafter. Failure to submit any one or more of the items, including the notice of the purpose of the submission, shall result in our right of first refusal being extended until 30 days after we receive all of the required documents and the notice. We shall exercise the right, to purchase or otherwise acquire the Store (or its assets) or such ownership interest for the price and on the terms and conditions contained in the offer by giving written notice to you or your owners. We may substitute equivalent cash for any form of payment proposed in such offer or designate a substitute purchaser or transferee for the Store (or the assets) or the ownership interest being offered, provided that we will assume responsibility for the performance of any other purchaser we may designate. If the offer is to purchase the interest of a Controlling Person and is for less than all of the outstanding interests of the Approved Entity, we shall also have the right, during the same period of time described above and upon written notice to the other owners, to purchase or otherwise acquire the remaining shares of capital stock, partnership interest or membership interest at a per share or per unit or interest price (or other terms) equivalent to the price (or other terms) being offered under the

bona fide offer to the Controlling Person. If we do not exercise this right of first refusal, the offer may be accepted by you or your owners, subject to our prior written approval as provided in this Agreement. If the offer is not accepted by you or your owners within sixty (60) days, we will again have the right of first refusal to purchase or otherwise acquire the Store as described above. This section will not apply to transfers made in accordance with Section 21.3 of this Agreement.

22. CONTRACT INTERPRETATION AND ENFORCEMENT.

22.1 Effect of Waivers.

No waiver by us of any breach or a series of breaches of this Agreement shall constitute a waiver of any subsequent breach or waiver of the performance of any of your obligations under this Agreement. Our acceptance of any payment from you or the failure, refusal or neglect by us or you to exercise any right under this Agreement or to insist upon full compliance with our or your obligations under this Agreement or with any specification, standard or operating procedure or rule will not constitute a waiver of any provision of this Agreement.

22.2 Cost of Enforcement.

If any legal or equitable action is commenced, either to challenge, interpret, or to secure or protect our rights under or to enforce the terms of this Agreement, in addition to any judgment entered in our favor, we shall be entitled to recover such reasonable attorney's fees as we or anyone acting on our behalf may have incurred together with court costs and expenses of litigation.

22.3 Indemnification of DPF.

If we or any of our subsidiary or affiliated companies or any of our or their agents or employees are required to produce records or testify at trial or in deposition or are subjected to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding brought by any person or persons (including your employee or prior employee) or any other person or entity by reason of any claimed act or omission by you, your employees or agents, or by reason of any act or omission occurring on the Store premises, or in your delivery service area, if any, or while on the way to or from any delivery service area, or by reason of an act or omission with respect to the business or operation of the Store, including but not limited to acts or omissions arising out of the maintenance or use of a motor vehicle or while making a delivery or returning from making a delivery, or any limitations on delivery service, you shall defend and indemnify and hold us, our subsidiary and affiliated companies, or any of our or their agents or employees, harmless against all judgments, settlements, penalties, and expenses, including attorney's fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on us, our subsidiary and affiliated companies, or any of our or their agents or employees, in connection with the testimony, production, investigation or defense relating to such claim or litigation or administrative proceeding. Your indemnification obligations described above will continue in full force and effect after, and notwithstanding, the expiration or termination of this Agreement.

22.4 Construction and Severability.

Section headings are for convenience only and shall not limit the enforceability or obligations contained therein. All references in this Agreement to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice versa. If any part of this Agreement for any reason shall be declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. If any applicable law or rule requires a greater prior notice of the termination of or election not to renew this Agreement, or the taking of some other action than is required under this Agreement, the prior notice or other requirements required by this law or rule shall be substituted for the requirements of this Agreement. If any covenant in this Agreement which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity, prohibited and/or length of time, but would be enforceable by reducing any part or all thereof, the parties agree that same shall be enforced to this fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. For purposes of this Agreement, the term “affiliate or affiliates” shall mean any entity or entities controlled by, controlling, or under common control or common ownership with Franchisee (or any of its Owners) or DPF, as the case may be.

The rights and remedies of each party under this Agreement are cumulative, and no exercise or enforcement by a party of any right or remedy hereunder will preclude the exercise or enforcement of any other right or remedy hereunder.

22.5 Scope and Modification of Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, agreements or understandings of the parties regarding the subject matter of this Agreement, provided that nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in any franchise disclosure document we delivered to you in connection with this Agreement. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of any party to enforce any claim or right under this Agreement, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge or cancellation.

22.6 Governing Law.

The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Store is located.

22.7 Notices.

All written notices permitted or required to be delivered by the provisions of this Agreement or of the Operating Manual shall be deemed so delivered when delivered to you or the Store by (i) hand delivery; (ii) three (3) days after having been placed in the United States Mail by Registered or Certified Mail; (iii) one (1) day after being placed in the hands of a commercial courier service for next day delivery; or (iv) one (1) day after transmission by facsimile or other electronic system (including via e-mail and including e-mails which you are

the only addressee or one of multiple addressees). Notices delivered pursuant to this section including, without limitation, e-mail, shall be addressed to us at our most current principal business address, e-mail address or to you at the most current principal business address or home address of which we have been notified in writing. You are obligated to provide us with a correct current address for your home and business and to notify us of any change in address within ten (10) business days. If you maintain an e-mail address for your business you agree to provide us with your business e-mail address and notify us of any change in your e-mail address within ten (10) business days. You understand and agree that providing us with notice of changes in addresses (including e-mail address) shall be made in the manner provided in this section for giving notices. If you fail to timely notify us of a change of address (including e-mail, business or home), all notices sent to the prior address will be deemed properly delivered.

22.8 Independent Contractors.

The parties to this Agreement are independent contractors and no training, assistance or supervision which we may give or offer to you shall be deemed to negate such independence or create a legal duty on our part. Neither we nor any of our affiliates shall be liable for any damages to any person or property arising directly or indirectly out of the operation of the Store, including but not limited to those damages which may occur while your employees are making or returning from making deliveries, or arising out of your delivery service policies. Nor shall we have any liability for any taxes levied upon you, your business, or the Store. The parties further acknowledge and agree the relationship created by this Agreement and the relationship between us is not a fiduciary relationship nor one of principal and agent. Furthermore, neither we nor our affiliates have any relationship with your employees and have no rights, duties, or responsibilities with regard to their employment by you. You acknowledge and agree that you do not have the authority to act for or on our behalf or to contractually bind us or our affiliates to any agreement. No party to this Agreement shall have any authority to assume any liability for the acts of the other, or to alter the legal relationships of the other. Only the named parties to this Agreement shall have rights hereunder and you shall not have any rights under any other franchise agreement to which you are not a party.

22.9 Standard of Reasonableness.

Unless otherwise stated in this Agreement, we agree to exercise reasonable judgment with respect to all determinations to be made by us under the terms of this Agreement.

22.10 Acknowledgment.

You acknowledge that you have conducted an independent investigation of the business contemplated by this Agreement and recognize that it involves business risks making the success of the venture largely dependent upon your business abilities. We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement. You acknowledge that you have conducted an independent investigation of the location of the Store and the nature and extent of any area around the Store that might present a danger to you or your employees. In addition, you acknowledge and agree that this Agreement may not be modified, amended or changed except by a writing signed by all

parties. You also acknowledge that this Agreement has been executed by us in the State of Michigan and that this Agreement is to be performed in part through services rendered in the State of Michigan.

22.11 Binding Effect.

This Agreement is binding upon the parties and their heirs, approved assigns and successors in interest.

22.12 Effective Date of this Agreement.

This Agreement shall become effective upon the date of its acceptance and execution by us.

DOMINO'S PIZZA FRANCHISING LLC FRANCHISEE:

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

Its:

DATED: _____

DATED: _____

DATE OF STORE OPENING

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COVENANTS OF OWNERS

The undersigned individuals (the "Owners") represent and warrant to DPF that they are all of the owners of Franchisee or otherwise have a direct or indirect interest in the success of Franchisee and that the person designated below as the Controlling Person is the Controlling Person of the Approved Entity under this Agreement. Further, to induce DPF to enter into this Agreement and grant the franchise to Franchisee, each of the Owners, on behalf of themselves and each of their affiliates, hereby jointly and severally guarantees the performance by Franchisee of its obligations under this Agreement and agrees to be bound by all of the provisions of this Agreement, including, without limitation, the restrictions contained in Sections 20 and 21 of this Agreement, provided that the liability of the Owners and their affiliates to DPF under their guarantee, other than the Controlling Person and his or her affiliates, shall be based upon the percentage of such Owner's ownership interest in Franchisee.

Each Owner acknowledges and agrees that:

(1) The Approved Entity shall be managed solely by the Controlling Person and that the Controlling Person may not be removed by any action of the Approved Entity or its Owners without the prior written consent of DPF;

(2) The Controlling Person shall at all times during the continuation of this Agreement have not less than fifty one percent (51%) of the equity and voting power and/or interests in the Approved Entity unless otherwise approved in writing by DPF and any provision or term in the governing or establishing documents for the Approved Entity or any agreement between the Owners to the contrary is and shall be void for all purposes;

(3) The establishing or governing documents for the Approved Entity do not provide for a "supermajority" or other voting structure that would require the Controlling Person to have more than 51% of the equity and voting structure in order to maintain control over the Approved Entity and that no Owner(s) has any type of "veto" rights and that no voting trusts have been established which would restrict or limit the voting control of the Controlling Person. If such provision or term exists in the establishing or governing documents or other agreements, the Owners agree that it shall be void for all purposes;

(4) The Controlling Person has, as of the date of execution of this Agreement, the option, but not the obligation, exercisable on thirty (30) days notice, to purchase any or all of the equity and voting interest owned by the other Owners for a sum certain which has been determined prior to the execution of this Covenant of Owners (which may be modified by the Owners). If for any reason all Owners have not agreed upon a purchase price, the undersigned Owner(s) agree that the purchase price for their interest shall be the fair market value for all of the Domino's Pizza Stores, Domino's Pizza Non-Traditional Stores and Domino's Pizza Transitional Stores which the Approved Entity operates as determined by an independent appraiser selected by the Controlling Person and the Owners holding a majority of the remaining interests. If the Controlling Person and the Owners holding a majority of the remaining interests cannot agree on an independent appraiser, the Controlling Person shall select an independent appraiser and the Owners holding a majority of the remaining interests shall select an independent appraiser and those two (2) appraisers shall select a third independent appraiser.

The third independent appraiser selected by the two (2) appraisers shall determine the fair market value of the equity and voting interest owned by the Owners and the determination of the third independent appraiser shall be final and binding on all parties. If an independent appraiser is not selected through this process within sixty (60) days, DPF shall have the right to select an independent appraiser whose determination of the fair market value shall be binding and final on all parties and DPF shall incur no liability for doing so. The result of such computation shall be multiplied by the ratio that the Owner's interest bears to all outstanding ownership interests in the Approved Entity. Upon tendering the purchase price for each Owner's interest, the Owners hereby agree to convey such interest and such commitment shall be subject to enforcement by any court of competent jurisdiction through specific performance;

(5) If the Controlling Person receives a bona-fide offer and desires to sell the franchise, the Franchisee can require the other Owners to sell his/her interest in accordance with the terms of the bona-fide offer.

(6) None of the Owners has given, received or taken any security interest in this Agreement or any pledge of any equity or interest in the Approved Entity and no such security interest or pledge shall be given, received or taken during the continuation of this Agreement;

Each Owner also acknowledges and agrees, on behalf of such Owner and each of their affiliates, that DPF may apply any monies DPF may owe to any Owner or any of his/her affiliates, including, without limitation, from any profit sharing arrangements, to satisfy or offset amounts owed by Franchisee or any Owner or their affiliates to us or our affiliates under the Franchise Agreement or any other agreement. Each Owner also acknowledges and agrees, on behalf of himself/herself and each of their affiliates, that DPF shall have recourse against and be entitled to pursue the assets of any other Domino's Pizza store owned by such owner and his or her affiliates to recover or satisfy any amounts owed by Franchisee or any Owner or their affiliates to us or our affiliates under the Franchise Agreement or any other agreement.

These Covenants of Owners are intended to modify and supersede any provisions of the establishing or governing documents for the Approved Entity or other agreement between the Owners which are inconsistent with its terms. In the event of any inconsistency between these Covenants of Owners and any other agreement or governing or establishing document, these Covenants of Owners shall control. The undersigned acknowledge that the execution of these Covenants of Owners are conditions to approval by DPF of assignment or entry of this Agreement with DPF, and DPF shall be entitled to refuse to acknowledge or recognize any provisions of the governing or establishing documents of the Approved Entity which are inconsistent with the terms of these Covenants of Owners or this Agreement. Each of the Owner(s) agree that in the event that any of the governing or establishing documents for the Approved Entity are inconsistent with the provisions of these Covenants of Owners, the Controlling Person is granted the authority and power to modify or amend such provision and each Owner agrees to cast any necessary vote in favor of the amendment of such document or to

execute such agreement as will reconcile these Covenants of Owners and the applicable document or agreement. The undersigned further agree that the governing and establishing documents of the Approved Entity shall not be amended, modified, deleted, novated or otherwise changed in any manner without the prior written consent of DPF.

_____	_____
CONTROLLING PERSON	% OF OWNERSHIP
_____	_____
N/A	N/A
OWNER	% OF OWNERSHIP
_____	_____
N/A	N/A
OWNER	% OF OWNERSHIP
_____	_____
N/A	N/A
OWNER	% OF OWNERSHIP

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**RIDER (FOR RESIDENTS OF ILLINOIS)
TO THE DOMINO'S PIZZA FRANCHISING LLC
NON-TRADITIONAL STORE FRANCHISE AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. The first sentence of Section 22, Paragraph 22.5, of the Non-Traditional Store Franchise Agreement is amended to read as follows:

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, representations (except for those made in the Franchise Offering Circular that you received from us), agreements or understandings of the parties regarding the subject matter of this Agreement.

2. Section 22, Paragraph 22.6 of the Non-Traditional Store Franchise Agreement is hereby amended to read as follows:

22.6 **Governing Law.** The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Store is located or by the laws of the State in which you reside. However, if the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Paragraph; then this Agreement (and its validity, interpretation and construction), any claims arising from this Agreement, and the relationship between us and you will be governed by the laws of the State of Illinois.

3. The second sentence of Section 22, Paragraph 22.10 of the Non-Traditional Store Franchise Agreement is hereby deleted in its entirety.

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE

By: _____

Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

**RIDER (FOR RESIDENTS OF MINNESOTA)
TO THE DOMINO'S PIZZA FRANCHISING LLC
NON-TRADITIONAL STORE FRANCHISE AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. The following language is hereby added to Section 22, Paragraph 22.4 of the Non-Traditional Store Franchise Agreement:

"Minnesota law provides franchisees with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given ninety (90) days notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days notice for non-renewal of the Agreement."

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

**RIDER (FOR RESIDENTS OF NORTH DAKOTA)
TO THE DOMINO'S PIZZA FRANCHISING LLC
NON-TRADITIONAL STORE FRANCHISE AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. The following language is hereby added to Section 20, Paragraph 20.2 of the Non-Traditional Store Franchise Agreement:

"Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota."

2. Section 22, Paragraph 22.2 of the Non-Traditional Store Franchise Agreement, entitled Cost of Enforcement, is hereby amended to read as follows:

"22.2 **Cost of Enforcement**. The prevailing party in any enforcement action shall be entitled to recover all costs and expenses, including attorneys' fees."

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

EXHIBIT G

TRANSITIONAL STORE FRANCHISE AGREEMENT

Store #

DOMINO'S PIZZA FRANCHISING LLC

TRANSITIONAL STORE

FRANCHISE AGREEMENT

Franchisee:

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DOMINO'S PIZZA FRANCHISING LLC
TRANSITIONAL STORE FRANCHISE AGREEMENT

This Transitional Store Franchise Agreement, including the Covenant of Owners (this "Agreement") is being entered into between Domino's Pizza Franchising LLC, a Michigan limited liability company ("we", "DPF" or "us" in this Agreement), and

"you" or "franchisee" in this Agreement). If you are a corporation, partnership, limited liability company or other entity approved by us (the "Approved Entity"), the term "owners" in this Agreement shall refer to your shareholders, affiliates, partners, members or other interest holders. Unless otherwise approved by DPF, the term "Controlling Person" refers to the person who owns fifty-one percent (51%) or more of: the general partnership interest of such partnership; the equity and voting power of all classes of the issued and outstanding capital stock of such corporation; the membership interests of such limited liability company or the voting and ownership interests of such other entity.

1. INTRODUCTION.

We are in the business of franchising retail outlets specializing in the sale of pizza and other authorized food and beverage products and featuring carry-out and delivery services. These outlets are known as "Domino's Pizza" stores and conduct business under a uniform business format, with specially designed equipment, computer hardware and software designated by us, and specifications for the preparation and sale of pizza and certain authorized food products (the "Domino's System"). We have obtained the license to use and the right to sublicense the use of certain valuable trademarks, service marks and commercial symbols in connection with the operation of Domino's Pizza Stores including the mark "Domino's Pizza" (the "Marks").

You have applied to us for a franchise to operate a Domino's Pizza Transitional Store at the location identified in this Agreement using the trademarks, service marks and commercial symbols as we may approve or designate from time to time (the "Marks.") Your application has been approved by us in reliance upon all of the representations made in your application including those concerning your financial resources, your other investments and interests and the manner in which the franchise will be owned and operated.

You understand that a Domino's Pizza Transitional Store is a new concept in the Domino's Pizza System and is intended to serve a certain niche market by generally offering carry-out service only as of the date of the opening of the Store (although some Transitional Stores may open offering partial delivery service during certain hours of operation) and as market conditions materialize, the delivery service will be expanded to the point where full delivery service is offered. At that time you will have the opportunity to enter into a Standard Franchise Agreement with us (which will supersede this Agreement in all respects) for a traditional Domino's Pizza Store at the location or such other location as we approve, pursuant to which you will offer full delivery service and comply with the other terms of the Standard Franchise Agreement. Transitional Domino's Pizza Stores do not offer full delivery service. If you fail to enter into such Standard Franchise Agreement, your failure will be deemed a default

under this Agreement and we will have the right to terminate this Agreement as provided in Section 18.2.1.

As a result, the Standards and Operating Procedures that apply to a Transitional Store will be more likely to change than those applicable to a traditional Domino's Pizza store.

You acknowledge that you have read this Agreement and our Franchise Disclosure Document and been given an opportunity to obtain clarification of any provision that you did not understand. You also understand and agree that the terms and conditions contained in this Agreement are necessary to maintain our high standards of quality and service and the uniformity of those standards.

2. GRANT AND TERM OF FRANCHISE.

2.1 Grant. Subject to the terms of this Agreement, DPF grants to you a franchise to operate a Domino's Pizza Transitional Store (the "Store") and a sublicense to use the Marks initially at the following location or facility:

Domino's Pizza Transitional Store # initially located at:

Except as otherwise expressly stated in this Agreement, you understand and agree that your rights are non-exclusive and that nothing in this Agreement shall entitle you to any rights to operate a Store at any other location or to prohibit DPF or its affiliates from operating or franchising the operation of a Domino's Pizza Store, or any other retail outlet at any other site, location or venue.

2.2 Term of Franchise. The term of this Agreement shall be for a period of five (5) years, commencing on the date of opening of the Store (or if this Agreement is being signed in connection with a renewal or transfer of the franchise, commencing on the day following the expiration or termination of the previous franchise agreement, as the case may be).

3. RENEWAL OF FRANCHISE.

3.1 Option to Renew. You may, at your option, renew the franchise for one (1) additional five (5) year term, provided:

(a) you are not in material default of any provision of this Agreement or any other agreement with us or our subsidiaries or affiliates or any other creditor or supplier of the Store and have substantially complied with the terms and conditions of these agreements during their terms. For purposes of this Section 3.1(a), "substantial compliance" shall mean that you have not (i) breached or violated the terms of this Agreement on six (6) or more occasions during the term of this Agreement or on three (3) or more occasions during the last twenty four (24) months prior to the expiration of the term of this Agreement regardless of whether or not you cured any such breach or violation, or (ii) engaged in any conduct or act described in Section 18.2.1 of this Agreement at any time during the term of this Agreement regardless of whether or not you cured any such breach or violation;

(b) you refurbish the site as provided in Sections 9 and 15 of this Agreement or, if we require, agree to relocate the premises of the Store to a location approved by us and develop the premises in accordance with our then current requirements. If we require you to relocate the premises of the Store, you will be entitled to credit the costs of developing the new premises toward any refurbishing obligations you may have under the franchise agreement executed in connection with such renewal;

(c) you agree to be open for business during such hours of operation as we require;

(d) you agree to offer such delivery service as we require;

(e) you agree to offer only such products for sale as we specify;

(f) we agree upon the concept that is then appropriate for the geographic area.

(g) subject to applicable laws, you and your owners agree to execute a general release, in a form then prescribed by us, of any claims arising out of this Agreement against us and our affiliates, and our and their officers, directors, managers, agents, representatives and employees.

The options to renew may not be exercised unless all of the preceding conditions are satisfied. The options to renew are personal to you and may not be exercised by any other person or entity without our prior written consent.

3.2 Manner of Renewal. The new franchise agreement you must execute to renew the franchise shall be our then current form of franchise agreement that we deem most appropriate for the circumstances at the time of renewal. You must also sign all other agreements we customarily require at the time of renewal of franchise. You understand that the renewal franchise agreement may provide for different services, hours of operation, location, menu items, equipment and computer system requirements; and, higher royalty fees and greater expenditures for advertising and promotion than are provided for in this Agreement and may contain other terms materially different from the terms of this Agreement.

There will be no initial franchise or similar fee charged upon a renewal of the franchise if the franchise concept in the renewal agreement is the same as in the expiring agreement. You will also be entitled to renew the franchise at the end of the renewal term in accordance with the renewal provisions, if any, contained in the franchise agreement executed by you in connection with your renewal of the franchise.

3.3 Notification of Expiration. Provided you are in compliance with this Agreement, including the provisions of Section 3.1, we will send all agreements relating to renewal of the franchise for your review and execution approximately six (6) months prior to the expiration of this Agreement along with a notification of the expiration of this Agreement. Your failure to appropriately sign and return these agreements to us within thirty (30) days of receipt will be deemed an election by you not to renew this Agreement. Our notice will also state what actions, if any, you must take to correct the deficiencies in your operation of the Store or whether we will require you to offer new or additional services, change your menu items, or relocate, or

refurbish the premises of the Store as provided in Section 3.1 above. We also will specify the time period in which these actions must be completed and the deficiencies, if any, must be corrected; and by when the refurbishing or relocation and development of the new premises must be completed. If we require you to relocate the Store, our notice will identify the reasons for requiring relocation. Renewal of the franchise will be conditioned on your continued compliance with all the terms and conditions of this Agreement and all other agreements with us and our affiliates and subsidiaries and all other creditors and suppliers of the Store up to the date of expiration.

4. SCOPE OF SERVICES AND TERRITORIAL RIGHTS AND OBLIGATIONS.

4.1 Scope of Services. You agree that commencing on the date of opening of the Store (or if this Agreement is being signed in connection with a renewal or transfer of the franchise, commencing on the day following the expiration or termination of the previous franchise agreement, as the case may be) you will offer carry-out service, serving such ready to eat menu items that we designate on Schedule "A" that is attached to and is a part of this Agreement. You may request in writing to add delivery service to the services offered by the Store, or test delivery service, in each instance following such procedures and using such forms as we may from time to time designate. We will determine whether to grant your request in whole or in part in our sole discretion. You also understand and agree that during the term of this Agreement, in addition to your right to request to offer delivery service, we may require you to offer delivery service during such hours of operation and in such geographic area as we designate if (i) the delivery and service area for the Store as described in this Section 4 contains at least four thousand (4,000) delivery addresses; and, (ii) during any consecutive six (6) periods, royalty sales of the Store meet or exceed ten thousand dollars (\$10,000.00). We will give you written notice that delivery service will be required pursuant to this section, including the hours, geographic area, and other terms of the required delivery service. This notice, when given by us, will become a part of this Agreement. If, at any time during the term of this Agreement, we, pursuant to this section, require that the Store offer full delivery service, this Agreement shall terminate upon notice to you and you will be given the opportunity to enter into the then current version of our Standard Franchise Agreement for the continued operation of the Store pursuant to the terms of that agreement, which may be materially different than the terms of this Agreement. Our decision to grant your request to test or offer delivery service may be conditioned on your agreement to re-locate the Store. If we require you to offer delivery service we may also require you to re-locate the Store. However, we will not require you to re-locate the Store to add delivery service before the end of the then current term of the lease for the Store, or such sooner time that you can terminate the lease without undue hardship to you.

4.2 Area of Primary Responsibility. If you are approved or required to offer delivery service from the Store the following geographic territory will be your initial Area of Primary Responsibility so long as the Store is located at the address identified in Section 2.1:

A one (1) mile radius from the store located at:

Provided you are in compliance with the terms of this Agreement, and except as otherwise provided in Section 4.4, we will not operate or grant a franchise for the operation of a

Domino's Pizza Store during the term of this Agreement whose area of primary responsibility overlaps your Area of Primary Responsibility.

4.3 Delivery Service. If you are approved or required to offer delivery service from the Store, we shall have the right to prescribe from time to time the hours of operation that delivery service shall be offered as well as the boundaries beyond which the Store may not offer delivery service. You further understand that we may in our sole discretion make adjustments to the size of your delivery and service area to account for, among other things, changing market conditions, population changes, inadequate customer service and other relevant considerations, including but not limited to the reasons contained in Section 4.4. You further agree that the Store will at all times during approved hours of delivery service offer delivery service to all customers located within your designated delivery and service area; provided, however, you are not required to offer delivery service in areas which might present a danger to you or your employees. However, you will remain solely responsible for investigating and reviewing periodically, but not less than annually, any decisions by you to limit your delivery area for safety reasons, subject to procedures and standards we may prescribe from time to time, and for obtaining and maintaining information that supports your decisions to limit delivery service. You understand and agree that you may not change the times for offering delivery service or the boundaries of the area where you are approved from time to time to offer delivery service, without our prior written consent. When making deliveries, you and your employees must strictly comply with all laws, regulations and rules of the road and use due care and caution in the operation of delivery vehicles.

4.4 Exclusions. Notwithstanding the provisions of Sections 4.2 and 4.3, enclosed malls, institutions (such as schools, hospitals and other institutional locations), airports, parks (including theme parks), sports arenas, convention centers and other facilities or venues where events are scheduled shall be excluded from your Area of Primary Responsibility and your delivery and service area, unless otherwise specified by us in writing. We retain the right on our behalf and on behalf of our affiliates to open a Domino's Pizza store at any of these locations, facilities or venues wherever the facility or venue is located, in order to better serve the institution, facility or venue, and we may also grant franchises or licenses for others to do so; provided, however, that you shall have the first option to operate the store and to service such facility or venue if you meet the legal and/or venue requirements, subject to your completion of our approval process and satisfaction of our conditions for approval. The conditions for your approval to deliver to schools and other institutional locations may include you having or obtaining the right and ability to deliver to other schools and institutional locations if required by the board or other body or agency that governs the operation of the schools and other institutions. You shall be granted a reasonable period of time to consider the option. "Reasonable" shall be defined on a case-by-case basis by reference to the time allowed by the venue and competitive circumstances. In the event we decide to open a Domino's Pizza store at any of these facilities or venues, or grant a franchise or license for others to do so, the delivery and service area of the Store shall be automatically adjusted to exclude such facility or venue.

5. OPENING ADVERTISING AND PROMOTION EXPENDITURE.

If you (or the Controlling Person if you are an Approved Entity) are opening your (or his or her) first Domino's Pizza Store of any type, you must submit to us proof no later than ninety (90) days after opening of the Store that you have spent at least Three Thousand Dollars (\$3,000.00) on grand opening advertising and promotion.

6. ROYALTY FEE AND OTHER CHARGES.

6.1 Amount and Payment. During the term of the franchise, you agree to pay us a royalty fee of five and one-half percent (5½%) of the weekly royalty sales of the Store. This fee must be paid by Thursday of each week on royalty sales for the week ending on the preceding Sunday. Payment must be made by electronic funds transfer as provided in Section 6.4 below or as we may otherwise designate from time to time.

6.2 Definition of Royalty Sales. The term "royalty sales" means the total receipts from all sales by the Store of all pizza, beverages and other products or services authorized for sale at the Store or at any approved off-site location but exclusive of sales or equivalent taxes, coupon and similar discounts, and beverage container deposits approved by us. Premium or similar promotional items must be included in computing royalty sales unless these items have been sold at or below cost by the Store. Premium or similar promotional items shall not be deemed to include any food or beverage item unless otherwise specified to us.

6.3 Interest on Late Payments. All royalty fees, advertising contributions and all other amounts owed to us pursuant to this Agreement will bear interest after the due date at the rate of one and one-half percent (1½%) per month or at the highest legal rate for open account business credit in the state in which the Store is located, whichever is lower.

6.4 Electronic Funds Transfer. You must participate in an electronic funds transfer program under which royalty fees and advertising contribution payments are deducted or paid electronically from your bank account. We may permit you to initiate payments via a system established or approved by us, or at our option, require you to authorize us to initiate debit and/or credit entries and/or credit correction entries to your Store bank operating account (the "Account") for payment of royalty fees and advertising contributions on forms we prescribe. In the event you are required to authorize us to initiate debit entries, you agree to make the funds available in the Account for withdrawal by electronic transfer no later than the due date for payment. The amount actually transferred from the Account to pay royalty fees and advertising contributions will be based on the Store's royalty sales reported to us. If you have not reported royalty sales of the Store to us for any reporting period, we will be authorized to debit the Account in an amount equal to the royalty fee transferred from the Account for the last reporting period for which a report of the royalty sales of the Store was provided to us. If at any time we determine that you have under reported the royalty sales of the Store or underpaid royalty fees or advertising contributions due us under this Agreement, we will be authorized to initiate immediately a debit to the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided for in this Agreement. An overpayment will be credited to the Account through a credit effective as of the first reporting date after we and you determine that such credit is due. Our use of electronic funds transfers as a method of collecting

royalty fees and advertising contributions due us does not constitute a waiver of any of your obligations to provide us with weekly sales reports as provided in Section 14.2 nor shall it be deemed a waiver of any of the rights and remedies available to us under this Agreement. If, for any reason other than your fault or neglect, the electronic funds transfer program in which we require you to participate is not functioning so as to allow you to pay the amounts due under this Agreement to us, you may seek permission from us to make payment by mail for the period of time that the electronic funds transfer system is not functioning. If we grant permission for you to make payment by mail, we will specify the day by which payment must be postmarked and paid for any week on royalty sales for the week ending on the preceding Sunday.

6.4 Application of Payments. When we receive a payment from you, we have the right in our sole discretion to apply it as we see fit to any past due indebtedness of yours due to us or our affiliates, whether for royalties, advertising contributions, purchases, interest, or for any other reason, regardless of how you may designate a particular payment to be applied. In addition, we may offset any amount otherwise due under any discount or rebate program against any amount owed to us.

7. STORE LOCATION.

7.1 Location and Use. You may operate the Store only at the location specified in Section 2.1 and you may not relocate the Store except with our prior written consent. The Store premises may only be used for the operation of a Domino's Pizza Transitional Store and other related activities approved by us in writing. You shall not allow the premises of the Store to be used for any purpose which, in our judgment, adversely affects the reputation of the Store or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation, or moral turpitude.

7.2 Relocation; Damage, or Condemnation. In the event the Store is destroyed or rendered unusable, we may grant permission for the Store to be repaired, restored or reconstructed at the existing location or any other agreed upon location. Any repair, restoration, reconstruction or relocation will be at your sole expense. The Store, whether we grant permission for you to repair, restore, reconstruct or relocate must be open and operating no later than six (6) months after its closure. In addition, within ten (10) days of vacating the Store premises, you must make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos, and the like) as we require to fully eliminate its identification and appearance as a Domino's Pizza Store. If you fail or refuse to fully de-identify the Store to the extent and in the manner required by this Agreement, we may, at our option and in addition to other rights and remedies we may have, make the modifications that are contemplated by this Agreement on your behalf and you agree to promptly pay and reimburse us on demand for any costs incurred by us including, without limitation, the proportionate compensation of our employees who devote time and render services in the de-identification of the Store.

7.3 Location and Operation of Commissary. Any commissary operated by you in connection with the Store may be located only at the premises of the Store or other premises approved by us in writing and must be operated in accordance with commissary standards prescribed by us from time to time. Such commissary must be owned by you and operated by

you and your employees exclusively for the benefit of the Store or other Domino's Pizza Stores owned by you and may not be owned or operated by any other person or entity without our prior written consent. You may not open or operate a commissary unless you have received prior written notification from us that you have satisfied in advance all of our requirements for the operation of a commissary, including all required training of commissary personnel.

7.4 Store Lease. Unless otherwise agreed to by us in writing, if the property on which the Store is located is not owned by you, you must maintain a lease for the site of the Store (including the lease for the site of the commissary, if any, to be operated by you in connection with the Store) shall contain such terms as we specify from time to time for all leases of a similar type. Each original lease, renewal leases and lease addenda and modification of any type must be submitted to us prior to execution for our examination and approval that it contains the terms we require in all leases for similar concepts and locations. You must provide us with a copy of the executed lease, any renewal lease, and any addenda and modification or other instrument or agreement governing occupancy of the premises within thirty (30) days after execution by you and the landlord.

7.5 Assumption of Lease on Termination or Expiration. Upon the termination or expiration of the franchise for any reason, other than a termination by you for cause, we or our designee shall have the right to assume your status and replace you as lessee or occupant of the premises. You agree to execute an assignment of your interest in the lease promptly upon our request. Upon exercise of our right to assume your status as lessee, and your compliance with the other provisions of this section, you will be fully released and discharged from all liability for rent and all other future liability under the lease or the instrument or agreement by which you occupy the premises (although not from any liability for unpaid rent or charges or any other then existing liability to the lessor or owner, including, without limitation, any damages to the premises or restoration costs). If we exercise our right to assume or have one of our affiliates assume your lease or other instrument or agreement by which you occupy the premises, we will indemnify you and hold you harmless against any claim made for future rent or charges or other future liability under the lease or instrument or agreement. We will also notify you within ninety (90) days of obtaining your written assignment of your interest in the lease of any damages to the premises or restoration costs for which you are liable or responsible.

7.6 Ownership of Store Premises. If you, or any entity that you own or control, owns any interest in the real estate where the Store is located, you agree to furnish to us upon request, a copy of the deed and any other document relating to the title to the real estate and a copy of your owner's policy of title insurance.

8. STORE DEVELOPMENT.

8.1 Development and Construction. You agree that promptly after obtaining possession of the site for the Store you will:

(a) cause to be prepared and submit for approval by us a site plan for the Store, including requirements for dimensions, design, materials, interior layout, equipment, fixtures, furniture, internet connection, signs, and decorating. You understand that you may modify our plans and specifications only to the extent required to comply with applicable

ordinances, building codes, permit requirements and lease or occupancy requirements and only with our prior written approval;

(b) obtain all required zoning changes; all required building, utility, health, sanitation, and sign permits and any other required permits;

(c) purchase or lease fixtures, furniture and signs meeting our specifications or requirements and, if we so require, from an approved vendor or vendors designated by us;

(d) acquire through purchase, lease and/or license the Brand Technology as required by Section 15.9.1.

(e) complete the construction and/or remodeling, equipment, fixture, furniture and sign installation and decorating of the Store in full and strict compliance with plans and specifications approved by us and all applicable ordinances, building codes, permit and lease or occupancy requirements;

(f) obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services; and,

(g) if the Store is offering delivery service, fully investigate and become familiar with the Store's delivery area and its boundaries.

8.2 Equipment, Fixtures, Furniture and Signs. We will provide you with specifications for pizza, other authorized food and beverage preparation, dispensing, storage and display equipment, delivery and related motor vehicles (if the Store offers delivery service), other equipment, fixtures, furniture, exterior and interior signs and decorating that we require you to use or install in the Store. We may specify brands, types or models for any of these items. You may purchase items meeting our specifications from any source unless we designate an approved source or sources for any of these items. If you propose to purchase or lease items not previously approved by us as meeting our specifications or from a vendor not approved by us, you must first notify us and we may require submission of sufficient specifications, photographs, drawings and/or other information and samples to determine whether any such item or supplier meets our specifications or our approved vendor criteria. We will advise you within a reasonable time whether any proposed item or vendor meets our specifications or our approved vendor criteria. You agree to use only such items that meet our specifications in the operation of the Store and to purchase them from approved vendors, if we so require. You understand, however, that we or our affiliates or an approved vendor may be the only source for some of these items and that we may otherwise limit the number of approved vendors. We reserve the right to charge you for our reasonable expenses in testing and/or evaluating any proposed item or vendor submitted by you.

8.3 Store Opening. You agree to complete development of the Store and have the Store ready to open within a reasonable time after obtaining possession of the site for the Store and in accordance with the lease or other agreement for occupancy of the premises. If you do not open the Store within six (6) months from the effective date of this Agreement, we will have the option to terminate this Agreement upon the giving of written notice to you.

9. STORE REFURBISHING.

You have an obligation to maintain the Store in a manner which contributes positively to the then current image of the Domino's Pizza brand. You agree to refurbish the Store (in addition to regular maintenance and repair), within six (6) months of receipt of written notice from us, as we may from time to time require to maintain or improve the appearance and efficient operation of the Store, to increase its sales potential or to comply with our then current standards, image or identity. Refurbishing may include:

- (a) replacement of worn out or obsolete equipment, fixtures, furniture and signs;
- (b) the substitution or addition of new or improved equipment, including safes, fixtures, furniture, and signs, designated by us;
- (c) redecorating;
- (d) renovation of the interior and exterior of the premises and restoration and resurfacing of parking facilities; and
- (e) structural modifications and remodeling of the premises.

You will not be required to make aggregate expenditures for refurbishing of the Store in excess of fifty percent (50%) of your initial investment in the Store or, except in connection with a renewal of the franchise, to effect any refurbishing of the Store during the last twelve (12) months of the initial term of the franchise unless required to do so by the lease or other instrument or agreement for occupancy of the premises of the Store, or to institute or expand delivery service.

For purposes of this Section 9, the term equipment shall not include computer hardware or other components of the Brand Technology (as defined in Section 15.9.1). Any additions, substitutions, replacements or modifications to the Brand Technology shall be governed by the provisions of Sections 15.9.1 and 15.9.2 of this Agreement.

10. TRAINING.

10.1 Initial Training. If you (or the Controlling Person if you are an Approved Entity) have not previously opened a Domino's Pizza Store, Domino's Pizza Pizzazz Store or Domino's C Store, you or the Controlling Person must enroll and complete all training programs and classes which we require for the operation of the Store. These training programs and classes will be furnished at such times and places as we designate. We have the right to charge a reasonable training fee for these training programs or classes. All training programs and classes must be completed to our satisfaction. You will be responsible for the travel, living expenses and any other costs incurred during these training programs and classes.

10.2 Training of Employees. You agree to implement a training program for employees of the Store and to be solely responsible for training the employees to legally, safely and properly perform his or her duties while inside the Store and while outside the Store for business purposes, including training your employees to follow appropriate procedures for their safety and well-being as well as the safety and well-being of the public. You agree not to employ any person who fails or refuses to complete your training programs or is unqualified to perform his or her duties in accordance with the requirements established for the operation of a Store. You acknowledge and understand that implementing a training program for employees of the Store and training your employees to follow safe and proper procedures for the operation of the Store will remain your sole responsibility even if, from time to time, you obtain advice, certifications or suggestions from us or our affiliates about these topics. You further acknowledge and understand that it is not our responsibility or duty to implement a training program for your employees, nor do we have the responsibility or duty to instruct your employees about matters of safety and security in or around the Store or delivery service area or on the way to or from the Store. By providing advice, certifications or suggestions, we do not assume any of your responsibilities or duties.

10.3 Additional Training. We may also, at our option, require you (or the Controlling Person if you are an Approved Entity) to attend supplemental or additional training programs which may be offered from time to time by us or our affiliates during the term of the franchise. The fee for such training shall range from between One Hundred Dollars (\$100.00) and Five Hundred Dollars (\$500.00) per training class. You will be responsible for the reasonable costs of such programs and for the travel and living expenses and any other costs incurred during these programs. You must complete this supplemental or additional training within one (1) year of the time in which it is originally offered by us or our affiliates.

11. OPERATING ASSISTANCE.

11.1 Advice and Guidance. We will furnish you with such reasonable operating assistance as we determine from time to time to be necessary for the operation of the Store. Operating assistance will include advice and guidance regarding:

- (a) methods of pizza, other authorized food and beverage preparation, packaging and sale;
- (b) the establishment of administrative, bookkeeping, accounting, inventory control and general operating procedures;
- (c) offering delivery service; and,
- (d) the location of the Store, if and when delivery service is implemented or the scope of delivery service is modified.

You acknowledge and understand that it is not our responsibility or duty to operate the Store and we do not have the legal right to direct your employees in the operation of the Store. Those functions remain your sole responsibility and duty. Further, you understand that the assistance provided to you under this Section 11 does not obligate us to provide the accounting, bookkeeping, administrative, inventory control or marketing services required for the operation

of the Store or to otherwise operate the Store. By providing advice or suggestions, we do not assume any of your responsibilities or duties.

11.2 Operating Problems. We will advise you from time to time of operating problems of the Store disclosed by reports submitted to or inspections made by us or our designee. We will make no separate charge for operating or marketing assistance except that we may make reasonable charges for forms and other materials supplied to you and for operating assistance made necessary in our judgment as a result of your failure to comply with any provision of this Agreement or for operating assistance requested by you in excess of that normally provided by us. By providing advice, certifications or suggestions, we do not assume any of your responsibilities or duties.

12. STORE PRODUCTS.

12.1 Store Menu. You agree that you will offer for sale and sell at the Store for final consumption and not for resale, all pizza, other authorized food and beverage products that we from time to time authorize; provided, however, you may offer for resale authorized products for certain programs approved by us. Such approval will not be unreasonably withheld and the decision to approve shall be based upon: (i) quality assurance; (ii) brand image; (iii) hours of operation; (iv) store location; (v) scope of services offered; and (vi) such other factors as we determine. You also agree that you will not offer for sale or sell at the Store any other products or services.

12.2 Pizza Ingredients, Supplies and Materials. All pizza and other food ingredients, beverage products, cooking materials, containers, packaging materials, other paper and plastic products, utensils, uniforms, menus, forms, cleaning and sanitation materials and other supplies and materials used in the operation of the Store must conform to the specifications and quality standards established by us from time to time. You must use in the operation of the Store, boxes, containers and other paper or plastic products imprinted with the Marks as prescribed from time to time by us. We may in our sole discretion require that ingredients, supplies and materials used in the storage, preparation, packaging, and delivery of pizza and other authorized food products be purchased exclusively from us, our affiliates, or from approved suppliers or distributors. You agree to request delivery of food products to the Store in quantities and in a manner that is consistent with policies prescribed from time to time by us. Any ingredient, supply or material not previously approved by us as conforming to our specifications and quality standards must be submitted for examination and/or testing prior to use. We reserve the right from time to time to examine the facilities of any approved supplier or distributor, including the commissary operated by you, if any, and to conduct reasonable testing and inspection of the ingredients, materials or supplies to determine whether they meet our standards and specifications. We also reserve the right to charge fees for testing and evaluating proposed suppliers or distributors and examining and inspecting commissary operations and to impose reasonable limitations on the number of approved suppliers or distributors of any product. Approval of a supplier or distributor may be conditioned on requirements relating to frequency of delivery and standards of service including prompt attention to complaints and the ability to service and supply Stores within areas designated by us.

13. ADVERTISING AND PROMOTION.

13.1 By DPE. We or our designee will from time to time formulate, develop, produce and conduct advertising and promotional programs in the form and media as we or our designee determines to be most effective. You agree to participate in all national and local and regional advertising and promotions as we determine to be appropriate for the benefit of the Domino's System. We reserve the right, in our sole discretion, to determine the composition of all geographic territories and market areas for the development and implementation of advertising and promotion programs. All costs of the formulation, development and production of any such advertising and promotion (including without limitation the proportionate compensation of our employees who devote time and render services in the formulation, development and production of such advertising and promotion programs or the administration of the funds), will be paid from a separate fund administered by a separate not for profit entity (the "Advertising Fund"). You will be obligated to pay four percent (4%) of the weekly royalty sales of the Store to the Advertising Fund. Your contribution to the Advertising Fund must be paid by Thursday of each week on royalty sales for the week ending on the preceding Sunday. Payment must be made by electronic funds transfer as provided in Section 6.4 of this Agreement or as we may otherwise designate from time to time. All Domino's Pizza Transitional Stores owned by us or our affiliates will contribute to the cost of such advertising and promotion programs on at least the same basis as the majority of domestic franchisees in the Domino's System. We will submit to you upon request an annual statement of monies collected and costs incurred by the Advertising Fund. We reserve the right to engage the services of an advertising source or sources to formulate, develop, produce and conduct the advertising and promotion programs, the cost of such services to be payable from the Advertising Fund.

You acknowledge and understand that the Advertising Fund is intended to maximize general public recognition and patronage of the Marks in the manner determined to be most effective by us and our affiliates and that neither we nor our affiliates undertake any obligation in developing, implementing or administering these programs to ensure that expenditures which are proportionate or equivalent to your contributions are made for the market area of the Store or that any Domino's Pizza Transitional Store will benefit directly or pro rata from the placement of advertising or from other promotional programs.

From time-to-time we may, in our sole and absolute discretion, apply, collect or retain all or part of up to two percent (2%) of royalty sales that you are required to contribute or spend under Section 13.2 for expenditure by the Advertising Fund under this Section 13.1 (a "Roll-Up"). In the event of a Roll-Up, all contributions or payments made by you under Section 13.2 and allocated to the Advertising Fund ("Allocated Funds") shall be construed as if such Allocated Funds were made to the cooperative or for local advertising expenditures for purposes of determining your amount of contribution or payments to your cooperative or your required expenditures under Section 13.2.

In the event we commence a Roll-Up, we may continue such Roll-Up for a period of up to five (5) years commencing on the Roll-Up commencement date (the "Roll-Up Commencement Date") and ending on the day before the fifth (5th) anniversary of the Roll-Up Commencement Date, and, thereafter, we can continue such Roll-Up for additional periods of up to five (5) years each unless the cumulative domestic same-store sales percentage change

reported by Domino's Pizza, Inc., measured from the Roll-Up Commencement Date until the last day of the fourth year of any such five year Roll-Up period (the "Same Store Sales Change"), shall be less than one-tenth of one percent (0.1%). If the Same Store Sales Change is less than one-tenth of one percent (0.1%), we can, nevertheless, continue the Roll-Up for additional periods of up to five (5) years unless (a) during the first (1st) quarter of the fifth (5th) year of such a Roll-Up, a vote is requested in writing by any franchisee in good standing (including, but not limited to, any franchisee not then in default) and operating under this provision, and (b) sixty-five percent (65%) of Domino's Pizza stores in good standing and operating under this provision vote to suspend such Roll-Up (a "Suspension Vote"). If there is a Suspension Vote, then such Roll-Up shall be suspended (the "Suspension") at the conclusion of the fifth (5th) year of such Roll-Up. Such Suspension shall remain in effect until sixty-five percent (65%) of Domino's Pizza Stores in good standing and operating under this provision vote to reinstate our ability to commence a Roll-Up (the "Reinstatement Vote") after which our ability to effectuate a Roll-Up will be as described above until such time that it is suspended pursuant to this Section 13.1. For purposes of the Suspension Vote and the Reinstatement Vote, all Domino's Pizza Stores in good standing and operating under this provision at the time of such vote and all corporate or affiliate owned Domino's Pizza Stores shall be entitled to vote on the basis of one vote per Store.

13.2 Local and Regional Advertising Cooperatives. We reserve the right to require that you participate in local and regional advertising cooperatives administered by us or our affiliate by other franchisees of the Domino's System or in the event no such cooperative has been established, to require you to conduct local advertising for your Store. In addition to the advertising contribution payable by you under Section 13.1, you agree to pay any contributions that we require you to make for expenditures by these local or regional cooperatives or that may be otherwise approved by these cooperatives or for local advertising if no cooperative exists. If there is no advertising cooperative or if the Stores participating in a cooperative have not agreed upon a percentage of royalty sales to be contributed to the cooperative, you must expend or contribute to the cooperative, respectively, an amount we specify up to and including two percent (2%) of royalty sales. If a cooperative exists and sixty-five percent (65%) or more of the Stores agree to contribute or are contractually obligated to contribute a specified percentage of royalty sales to the cooperative, then we can require you to make the same percentage contribution to the cooperative as the other Stores in the cooperative. All Domino's Pizza Stores participating in a cooperative shall contribute no less than 2% of royalty sales. All Stores which are contractually obligated to contribute the specified percentage of royalty sales voted upon by the cooperative shall be counted as a favorable vote, whether or not they attend or vote at the meeting. We agree that the maximum aggregate amount we can obligate you to contribute for advertising and promotion under this Section 13.2 and Section 13.1 will be nine percent (9%) of the royalty sales of your Store. All contributions payable under this Section 13.2 must be paid by Thursday of each week on royalty sales for the week ending on the preceding Sunday. Payment must be made by electronic funds transfer as provided in Section 6.4 of this Agreement or as we may otherwise designate from time to time. Nothing contained in this Section 13.2 shall limit, affect or supersede any obligation on your part to contribute a greater percentage of the royalty sales of the Store pursuant to any separate agreement or understanding you may have with any such local or regional advertising or promotional cooperative. We reserve the right on our behalf and on behalf of our affiliates to engage the services of an advertising source or sources to formulate, develop, produce and conduct the advertising and promotion programs for the cooperatives or for

local advertising if no cooperatives exists with the cost of these services payable from the cooperative advertising budget or contributions made by you in accordance with this provision.

13.3 By Franchisee. All of your advertising, promotions and media relations, including, but not limited to, all public relations, social media, events and all advertising and promotions conducted by you or your employees whether through public appearances or in print, or on radio, television, the Internet, and other electronic media (“Your Advertising”), must be completely factual and shall conform to the highest standards of ethical advertising and be consistent with the then current image and policies and obligations relating to advertising and promotional programs for the Domino’s System. In the event Your Advertising, in our judgment, is deemed to be inappropriate in any way, you shall immediately terminate and remove Your Advertising upon receipt of notice from us. We do not assume any of your duties and responsibilities related to Your Advertising.

14. RECORDS AND REPORTS.

14.1 Bookkeeping and Recordkeeping. You agree to establish and retain a bookkeeping, recordkeeping, computer and point of sale system (including a record of the names, addresses, telephone numbers and order history of the customers in your Store’s delivery area all in form and format designated by us) conforming to the requirements prescribed by us, relating, without limitation, to the use and retention of daily sales information, counts of pizza types and other approved menu items sold, coupons, purchase orders, purchase invoices, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, checks and credit card sales, journals and general ledgers, including any comparable electronically generated information or any supporting records or materials we may require or prescribe. You agree to retain all business records and reports (whether paper or electronically generated) relating to the Store in accordance with record retention policies and guidelines prescribed by us, from time to time, and for the time limits required by all applicable laws, ordinances and regulations. You also agree to maintain an emergency back-up order taking system and other back-up operational procedures identified by us in accordance with policies and procedures we may prescribe from time to time. You agree that we shall have full access, either on-site or from a remote location, to all of your computer data, equipment and systems containing any and all of the information, records and reports required by this Section 14.1 or any other provision of this Agreement or any other agreement with our affiliates. In addition, you agree to provide us with access to all such data, equipment and systems, using and maintaining such Internet connections as we may prescribe, to facilitate the exchange of information you are required to provide us under this Agreement. Any information provided by you shall be used by us in a lawful manner.

14.2 Sales Reports and Financial Statements. You agree to submit to us, in accordance with requirements prescribed by us from time to time and in a format which we may designate from time to time:

(a) with the royalty fee due, a weekly report of the sales of the Store and all other information and supporting records as we may require;

(b) within sixty (60) days of the end of each fiscal year of the Store:

- (i) a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the year and an unaudited annual statement of profit and loss and financial condition of the Store prepared on an accrual basis;
- (ii) if you are a corporation, partnership or other approved entity, a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the month and an unaudited statement of profit and loss of the corporation, partnership or other approved entity prepared on an accrual basis;
- (iii) if you have additional Domino's Pizza Stores of any type or concept, a consolidated statement of profit and loss for all of your operations, including any additional Domino's Pizza stores, which you own and all administrative and commissary operations. The statements must be prepared in accordance with generally accepted accounting principles by an accountant in the manner prescribed by us;

(c) promptly upon our request and within twenty (20) days of the end of the month or period, in the manner as we may prescribe, and continuing for such period of time as we may from time to time designate:

- (i) a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the month or period and an unaudited statement of profit and loss of the Store prepared on an accrual basis for each month or period;
- (ii) if you are a corporation, partnership or other approved entity, a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the month or period and an unaudited statement of profit and loss of the corporation, partnership or other approved entity prepared on an accrual basis for each month or period; and
- (iii) a consolidated statement of profit and loss for all of your Domino's Pizza Stores for each month or period;

(d) if you are in default under any of the terms or conditions of this Agreement, statements submitted on a quarterly basis affirming that all federal, state and local taxes have been paid;

(e) upon our written request, exact copies of your and your owners federal, state and local business income tax returns and state sales tax or equivalent tax returns for any period; and

(f) such other information as we may reasonably require to determine you and your owners' compliance with this Agreement or to assist you in the operation of the Store or to otherwise evaluate the performance of the Store, including information about the sales and receipts of the Store.

14.3 Right to Require Audit. We reserve the right to audit or cause to be audited the sales reports, financial statements, tax returns, information from the Store's computer system, and any other records you are required to retain or submit to us, or which are reasonably related to the operation of the Store. In the event any audit discloses an understatement of the royalty sales of the Store for any period or periods (regardless of whether the understatement is intentional or not), we shall have the right to require that you pay on the amount of such understatement the royalty fee of five and one-half percent (5½%), all advertising contributions due under this Agreement and the amount, if any, required to be paid to your local or regional cooperative as provided in this Agreement, plus interest due. Further, in the event such understatement for any period or periods shall be two percent (2%) or more of the royalty sales of the Store or such inspection or audit is made necessary by your intentional or negligent underreporting (including, without limitation, underreporting that arises out of your insufficient supervision of your employees) or your failure to furnish reports, supporting records, financial statements or other information required by this Agreement or to furnish these reports, records, information or financial statements on a timely basis, you will be obligated to reimburse us for the cost of the audit, including the charges of any independent certified public accountant used and the travel expenses, room and board and compensation of our employees or anyone we engage to conduct the audit. In the event you dispute the results of any audit conducted by us or our representatives, you will have the right, upon written notice to us within ten (10) days of your receipt of the results of our audit, to have the results verified by an independent certified public accounting firm selected by our outside accounting firm. The expense of this audit shall be borne by you unless this further audit discloses that no deficiency is due in which case we will be obligated to pay for the audit. We will notify you within ten (10) days of our receipt of your notice when the independent audit will commence. You agree to cooperate with all personnel conducting the audit. The results of the independent audit shall be binding upon the parties. You agree to pay any deficiencies within ten (10) days after receipt of our audit or, if applicable, the independent audit requested by you. You acknowledge and agree that conducting an audit as authorized by this section is one but not the only way we may determine or establish that you have underreported the royalty sales of the Store for any period or periods. You and your owners agree to fully comply and cooperate with any and all audits, including, but not limited to, you, your owners and your employees treating our personnel in a professional manner.

15. OPERATING REQUIREMENTS.

15.1 Operating Procedures. You agree to fully comply with all specifications, standards and operating procedures and rules from time to time prescribed for the Store, including, but not limited to, specifications, standards and operating procedures and rules relating to:

(a) the safety, maintenance, cleanliness, sanitation, function and appearance of the Store premises and its equipment, (including computer hardware, software, peripheral devices, high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources), image, fixtures, furniture, decor and signs;

(b) qualifications, dress, grooming, general appearance and demeanor of you and your employees, including, but not limited to, engaging in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude;

(c) quality, taste, portion control and uniformity, and manner of storage, preparation and sale, of all pizza and other authorized food and beverage products sold by the Store and of all ingredients, supplies and materials used in the storage, preparation, packaging and sale of these items;

(d) methods and procedures relating to receiving, preparing, delivering and storing customer orders, including without limitation, online ordering;

(e) the hours during which the Store will be open for business, including the hours of operation, if any, that the Store will offer delivery service and the boundaries of the delivery and service area;

(f) use and illumination of exterior and interior signs, posters, displays, menu boards and similar items;

(g) the handling of customer complaints;

(h) advertising through the use of print, discounts and promotions as well as advertising on the Internet or other electronic media, including websites, home pages and use of domain names;

(i) e-mail capabilities of the Store and other electronic communication methods (including high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources) and devices to facilitate communication with us or our offices, including the exchange of information between the Store and us; and

(j) the method and manner of payment which will be accepted from customers.

You acknowledge that specifications, standards or procedures for a Domino's Pizza Transitional Store may differ from those applicable to a Domino's Pizza Store, Domino's Pizza Pizzazz Store and Domino's C Store. By entering into this Agreement, you agree to abide by these specifications, standards, operating procedures and rules and to fully adopt and implement them.

15.2 Compliance with Laws and Other Business Practices. You agree to secure and maintain in force all required licenses, permits and certificates and operate the Store in full compliance with all applicable laws, ordinances and regulations. You also agree to pay when due all amounts payable pursuant to any provision of this Agreement or any other agreement with us or our affiliates or subsidiaries or pursuant to any agreement with any other creditor or supplier of the Store. You shall file all tax returns and pay all taxes before they become delinquent. You agree not to permit any levy or warrant to be issued by any taxing authority or other creditor (excluding mechanics liens and other immaterial liens), against any of your assets, nor allow any of your assets to be seized or frozen by any taxing authority or other creditor. Furthermore, if you are subject to any withholding taxes on royalty fees or other payments, you shall provide us with quarterly evidence that such tax has been remitted to the appropriate governmental agency on a quarterly basis.

You agree to abide by the Payment Card Industry Data Security Standards enacted by the applicable Card Associations, applicable to your business. If you know or suspect a security breach, you shall immediately notify us. You shall promptly identify and remediate the source of the compromise. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning your customers. Without limiting the generality of other provisions of this Agreement, you agree to defend, indemnify and hold us and our affiliates harmless from and against any and all claims, demands, duties, obligations, damages, fines and/or penalties imposed upon you as a result of non-compliance with the Payment Card Industry requirements.

You and your owners acknowledge that Executive Order 13224 (the "Executive Order") prohibits transactions with terrorists and terrorist organizations and that the government of the United States has adopted and may in the future adopt other anti-terrorism measures (the "Anti-Terrorism Measures"). You certify that neither you or your owners nor any of your employees, affiliates or any other person or entity associated with the Store is: (1) a person or entity listed in the Annex to the Executive Order; (2) a person or entity otherwise determined pursuant to the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism (such a person or entity and those persons and entities listed in the Annex to the Executive Order are referred to herein as "Terrorists"); (3) a person or entity who assists, sponsors or who supports Terrorists or acts of Terrorism ("Sponsors of Terrorism"); or (4) owned or controlled by Terrorists or Sponsors of Terrorism. Furthermore, you covenant that neither you nor your owners, nor any of your employees, affiliates or any other person or entity associated with the Store shall, during the term of this Agreement, become a person or entity described in clause (1), (2) or (3) above, or shall otherwise become a target of any Anti-Terrorism Measures. Should you or any of your owners, employees, affiliates, or any person or entity associated with the Store, violate the provisions of this paragraph, we will have the right to immediately terminate this Agreement.

15.3 Pricing. We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services, including pricing we prescribe from time to time for any national, regional or local advertising or promotion.

15.4 Operating Manual. We will loan to you during the term of the franchise one or more copies of an operating manual or operational bulletins or similar materials containing mandatory and suggested specifications, standards and operating procedures and rules prescribed from time to time by us and information relative to your other obligations under this Agreement and the operation of the Store (the “Operating Manual”). We will provide you with a manual or access to an electronic copy of the Operating Manual. The entire contents of the Operating Manual will remain confidential and is proprietary to us and our affiliates. We will have the right to add to and otherwise modify the Operating Manual from time to time, if deemed necessary to improve the standards of service or product quality or the efficient operation of the Store, to protect or maintain the goodwill associated with the Marks, to take advantage of advancements in technology, or to meet competition. No such addition or modification, however, shall alter your fundamental status and rights under this Agreement. The provisions of the Operating Manual as modified from time to time including the mandatory specifications, standards and operating procedures and rules prescribed from time to time by us and communicated to you in writing, will constitute provisions of this Agreement as if contained in this Agreement.

15.5 New Concepts. If you develop any new concept, process or improvement or any slogan in the operation or promotion of the Store, or technology used in connection with the operation of the Store, you agree to promptly notify us and provide us with all necessary information without compensation. You acknowledge that any such concept, process or improvement or slogan shall become our property and that we may utilize or disclose this information to other franchisees.

15.6 Franchisee Must Directly Supervise Store. The Store shall at all times be under the direct, on-premises supervision of you (or the Controlling Person if you are an Approved Entity). You (or the Controlling Person if you are an Approved Entity) must devote full time and efforts (excluding reasonable vacation periods) as manager of the Store or to the management of other Domino’s Pizza Stores, (or other related activities approved by us in accordance with Section 7.1 of this Agreement). You shall be solely responsible for recruiting, hiring, training, scheduling for work, supervising and paying the persons who work in the Store and those persons shall be your employees, and not our agents or employees. Further, neither you nor any of your owners may, during the term of this Agreement, without our prior written consent, which may be withheld in our sole judgment, (i) engage, or own any interest, in any other business activity, (ii) be employed by any other business, (iii) engage in any activity which may impair your ability to fulfill your obligations under this Agreement, or (iv) engage in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino’s System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude.

If you own more than one Store, each Store must also be under the direct, on-premises supervision of a manager, whose conduct (including, without limitation, acts or failure to act) you will be responsible for, and:

(a) who has been properly trained by you on all specifications, standards, operating procedures and rules from time to time prescribed for the operation of a Domino's Pizza Store including, without limitation, proper reporting of royalty sales;

(b) whose identity has been disclosed to us; and

(c) who shall have executed, upon our request, an agreement in the form provided by us agreeing not to divulge any trade secret or confidential or proprietary information, including the contents of the Operating Manual, or to engage in or have any interest in any other carry-out or delivery pizza store business.

15.7 Insurance. You shall at all times during the term of the franchise maintain in force at your sole expense:

(a) property insurance on a replacement cost basis at a minimum limit based on the total value of your assets (including, but not limited to, fire, extended coverage, vandalism and malicious mischief),

(b) general liability insurance with a minimum limit of \$1,500,000.00 per occurrence (including, but not limited to, coverage for personal injury, products and contractual liability),

(c) automobile liability insurance with a minimum limit of \$1,500,000.00 per occurrence (including, but not limited to, owned automobiles titled or leased in the name of you or your owners and used at any time, whether principally or occasionally in your business, hired and non-owned coverage). If you or your owners do not use a vehicle owned or leased in the name of you or any of your owners in your business, you must provide written evidence of that fact, satisfactory to us; and

(d) workers' compensation insurance (in your name). If you are permitted by state law to participate in an alternative compensation program, then you may participate in such other comparable insurance or benefit programs for your employees, subject to our prior approval and your compliance with the requirements of such alternative program. If your state recognizes and permits self insurer programs, your participation in such program will satisfy our requirements under this subsection (d). If deductible plans are approved and used in your state, coverage may be purchased on this basis subject to the requirements of your insurance carrier.

All liability insurance policies must name us, and any subsidiaries and affiliates which we designate, as additional insureds entitled to the coverage afforded to all named insureds, without regard to any other insurance or self-insured program which we or our affiliates may have in effect, and also provide that we receive thirty (30) days prior written notice of termination, expiration, cancellation, modification or reduction in coverage or limits of any such policy. The terms and conditions of all such policies, including the amount of any deductibles, shall be consistent with the requirements prescribed from time to time by us. You agree to promptly pay

when requested by the insurer the amount of the deductible applicable to, and in the event of, any covered loss.

All insurance policies (excluding workers' compensation policies) must be issued by an insurance carrier rated B+ or better by Alfred M. Best & Company, Inc. or meeting such other rating or criteria we may establish from time to time. We may also limit the amount of deductible and reasonably increase the minimum liability "limit" protection requirement annually and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards in public, product or motor vehicle litigation or other relevant changes in circumstances. You must submit to us annually a copy of the certificate of insurance or evidence of the renewal or extension of each such insurance policy or any modifications to any such insurance policies, which must describe the applicable deductibles for each such policy. If at any time you fail or refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence of such insurance, we may, at our option and in addition to our other rights and remedies we may have, obtain insurance coverage, on your behalf, and you agree to promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to us on demand any costs and premiums incurred by us. Your obligation to obtain and maintain the insurance described in this Agreement shall not be limited in any way by reason of any insurance maintained by us.

15.8 Identification as Franchisee. You agree to exhibit on the Store premises and, if you offer delivery service, on all delivery vehicles (or on car top signs on all delivery vehicles), signs of sufficient prominence and wording as we may prescribe from time to time so as to advise the public that the Store is owned, operated and maintained by you and that each delivery vehicle is owned, operated and maintained by you or the driver of the vehicle, as the case may be. All business cards, letterheads and other business materials shall clearly identify that you are the owner of the Store in accordance with the rules or policies we may establish from time to time in the Operating Manual or otherwise in writing. In addition, subject to rules and policies that may be established from time to time, all local advertising, including yellow page listings and advertisements that are placed by you or on your behalf, and which do not contain phone numbers or addresses that are associated with stores that we own or operate, shall either indicate that you are the owner of the store or stores in the print material, or that the store or stores are locally owned and operated.

15.9 Computer Hardware and Software and other Technology.

15.9.1 Brand Technology. You agree to use in the development and operation of the Store the management system and computer hardware and software and related technology designated by us, including without limitation, features such as high speed broadband connectivity, high speed broadband monitoring, online ordering, methods and means of encryption and access to our network resources, and other brand technology and peripheral devices that we specify from time to time (the "Brand Technology"). You acknowledge that we may modify all aspects and the components of the Brand Technology from time to time. As part of the Brand Technology, we may require you to obtain computer hardware and/or software we specify from a single vendor designated by us and we or our affiliates may be the sole supplier of all or any part of the Brand Technology. You agree to use only such items and services as we specify in connection with the Brand Technology. We may require that you enter into a license

exclusively with us or our affiliates to use proprietary software developed by or for us. You may also be required to enter into agreements with others for use of third party software incorporated or used in connection with the Brand Technology. Our modification of such specifications or components for the Brand Technology may require you to incur costs to purchase, lease and/or license new or modified computer hardware and/or software and to obtain service and support for the Brand Technology during the term of this Agreement. You acknowledge that the cost to you of obtaining the Brand Technology (including software licenses) (or additions, substitutions, replacements or modifications thereto) may not be fully amortizable over the remaining term of this Agreement. Nonetheless, subject to the provisions of Section 15.9.2 below, you agree to incur such costs in connection with obtaining the computer hardware and software comprising the Brand Technology (or additions, substitutions, replacements or modifications thereto). You further acknowledge and agree that we have the right to charge reasonable fees for software or systems modifications and enhancements specifically made for us that are licensed to you and other maintenance and support services that we or our affiliates furnish to you related to the Brand Technology. You may also incur charges from third parties who render services or provide products that we require you to purchase or use. We shall have independent access through monitoring programs or otherwise to data on your Brand Technology, including sales figures. There are no contractual limitations on our right or timing to access this information and data.

Without limiting the generality of the foregoing, we reserve the right to require you to acquire, install and continuously use the Domino's Pulse store computer system and to obtain a license to use the software from us or our affiliate by signing our standard license agreement and to acquire hardware approved by us from a vendor or vendors which we designate. We also reserve the right to require you to participate in online ordering by entering into an agreement with an approved online ordering service company that we designate. You will be responsible for the fees and charges associated with your use of online ordering and the requisite internet usage and connections, including the fees charged by the service provider. We may also require that you continuously maintain high speed broadband connectivity, where available and to charge you a reasonable fee if you do not maintain high speed broadband connectivity, which you agree to pay on demand.

You acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the Domino's System; and you agree to abide by and fully adopt and implement those reasonable new standards established by us as if this Section 15.9.1 were periodically revised by it for that purpose.

15.9.2 Aggregate Expenditures for Brand Technology. You will not be required to make aggregate expenditures for any additions, substitutions, replacements or modifications to the Brand Technology in excess of one and one half percent (1 ½ %) of the royalty sales of the Store from the date of its opening to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology not to exceed the ten (10) year period prior to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology or, except in connection with a renewal of the franchise

to make any additions, substitutions, replacements or modifications to the Brand Technology during the last twelve (12) months of the initial term of the franchise. This limitation shall not apply to our right to require that you acquire and install the Domino's PULSE store computer system or other components of the Brand Technology upon execution of this Agreement nor shall the provisions of any prior franchise agreement governing the operation of the Store restrict our right to require that you acquire and install the Domino's PULSE store computer system or other components of the Brand Technology under the terms of this Agreement.

15.9.3 Domino's PULSE and Other Computer and Technology Training. If you (or the Controlling Person if you are an Approved Entity) have not installed and used Domino's PULSE, or any other computer system or technology that we require, in a Domino's Pizza store, you (or the Controlling Person) must enroll in and complete all training programs and classes which we require for the operation of Domino's PULSE, or any other computer system or technology. These training programs and classes will be furnished at such times and places as designated by us or the entity or entities that we approve to provide the training. We may furnish training. The entity furnishing the training (including us) has the right to charge a reasonable training fee for these training programs or classes, which you agree to pay. All training programs and classes must be completed to our satisfaction. You will be responsible for the travel, living expenses and any other costs incurred during these training programs and classes.

15.9.4 Additional Order Processing Systems. We reserve the right to develop or contract with third parties to develop centralized or technology based methods of taking, processing, routing, and delivering orders in addition to the methods and technology we currently use or authorize (collectively "Additional Order Systems"). These may become mandatory at any time during the term of this Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software; to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with third parties. To the extent these products and services are owned by us or provided to you by us, we may charge up front and/or ongoing fees. However, to the extent all the direct and indirect costs to develop, test and implement an Additional Ordering System are paid from other sources, then such up-front and ongoing fees charged by us would be intended only to cover our ongoing expenses, including direct costs and reasonable allocations. Regardless of the sources of funds to develop any Additional Ordering System we shall be the sole owner of all direct and related rights and assets, including software and hardware, intellectual property and all data generated by the Additional Ordering Systems, but excluding hardware or equipment you purchase directly for the purpose of gaining access to the Additional Ordering System.

16. MARKS.

16.1 Usage. You acknowledge that we have the right to sublicense the Marks and that any goodwill relating to your use of the Marks will inure to our benefit and the benefit of our affiliates. You shall use the Marks in full compliance with rules prescribed from time to time by us. You agree not to engage in any conduct which, in our sole judgment, could disparage or impair the reputation of the Store or the Domino's System or the goodwill associated with the Marks. You understand and acknowledge that our right to regulate the use of the Marks, includes, without limitation, any use of the Marks in any form in connection with discounts, fund raising cards, or promotional items and any electronic media, such as web sites or web pages or

as a domain name or electronic media identifier. Any unauthorized use of the Marks will constitute a breach of this Agreement and an infringement of our rights in and to the Marks. You will not use any Mark as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols or in conjunction or association with any name or symbol used by you in connection with the operation of the Store, nor may you use any Mark in connection with the sale of any unauthorized product or service or in any other manner not explicitly authorized in writing by us. All provisions of this Agreement applicable to the Marks will apply to any additional proprietary trademarks and commercial symbols we hereafter authorize you to use.

16.2 Infringements. You agree to immediately notify us of any infringement of or challenge to your or our use of any Mark or claim by any person of any rights in any Mark. You agree that you will not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate and the right to exclusively control any litigation or Patent and Trademark Office or other proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You agree to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interests in any such litigation or Patent and Trademark Office or other proceeding or to otherwise protect and maintain our interest in the Marks.

16.3 Indemnification. We will indemnify you against and reimburse you for all damages for which you are held liable in any proceeding arising out of the use of any Mark in compliance with this Agreement. If it becomes advisable at any time in our sole discretion for you to modify or discontinue use of any Mark and/or use one or more additional or substitute Marks, you agree to do so and our sole obligation will be to reimburse you for your tangible costs of complying with this obligation.

17. INSPECTIONS.

We or our designee will have the right at any time during business hours and without prior notice to conduct reasonable inspections of the Store, its operations and its business records, including but not limited to, information from the Store's computers, and records and documents relating to your compliance with this Agreement or the ownership and control of the Approved Entity and any other entity that has an interest in the operation of the Store, wherever located and to take a physical inventory of the assets of the Store. You agree that we may conduct all or part of an inspection, either on-site or from a remote location. Inspections of the Store will be made at our expense, unless we are required to make any additional inspections in connection with your failure to comply with this Agreement. In such event, we will have the right to charge you for the costs of making all additional inspections in connection with your failure to comply, including without limitation the travel expenses, room and board and compensation of our or our designee's employees. You and your owners agree to fully comply and cooperate with any and all inspections, including, but not limited to, you, your owners and your employees treating our personnel in a professional manner.

18. TERMINATION AND EXPIRATION.

18.1 Termination By Franchisee. If you are in compliance with this Agreement and we breach this Agreement and fail to cure any breach within thirty (30) days after written notice is delivered to us, you may terminate this Agreement and the franchise effective ten (10) days after delivery of notice to us. A termination of this Agreement and the franchise by you without complying with these requirements or for any reason other than our breach of this Agreement and our failure to cure the breach within thirty (30) days after receipt of written notice from you shall be deemed a termination by you without cause and not in accordance with the provisions of this Agreement.

18.2.1 Immediate Termination by DPF – Upon Written Notice. We shall have the right to terminate this Agreement effective upon delivery of notice of termination to you, if:

(a) you or any of your owners have made any material misrepresentation on any record or report required by us under this Agreement or on your application for the franchise, or in any other application submitted to us;

(b) you do not open the Store within six (6) months from the date of this Agreement;

(c) you or any of your owners is judged a bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay his or her debts as they become due, or a petition under any bankruptcy law is filed against you or any of your owners or a receiver or other custodian is appointed for a substantial part of the assets of the Store;

(d) you abandon or fail to continuously and actively operate the Store, or without our prior written consent, permit any person other than a qualified employee designated by you, whose identity has been disclosed to us, to operate the Store in your absence;

(e) the lease for the Store or other instrument or agreement governing the occupancy of the premises of the Store is terminated or cancelled or you are unable to renew or extend the lease or you fail to maintain possession of the Store premises;

(f) you or any of your owners is convicted of a felony, or a crime which substantially impairs the goodwill associated with the Marks or you or any of your owners engages in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude;

(g) you intentionally or negligently under-report the royalty sales of the Store for any period or periods;

(h) you or any of your owners violates any of the restrictions contained in Section 20 or 21 of this Agreement;

(i) you intentionally or on more than one occasion during the term of this Agreement, violate any Child Labor Laws in connection with your operation of the Store;

(j) an audit by us discloses an understatement of royalty sales and you fail to pay to us the applicable royalty fee and advertising contribution and interest due within ten (10) calendar days after receipt of the final audit report;

(k) the interest of a deceased or permanently disabled person is not disposed of in accordance with the terms of this Agreement;

(l) you or any of your owners fail on three (3) or more occasions during any twelve (12) month period to comply with any one or more provisions of any franchise agreement for the Store (which includes not only this Agreement but also the franchise agreement in force immediately prior to this Agreement if this Agreement has been in effect for less than twelve (12) months) including without limitation, your obligation to submit when due, sales reports or financial statements, to pay when due the royalty fees, advertising contributions or other payments to us or our affiliates or subsidiaries or any other creditors or suppliers of the Store, whether or not such failure to comply is corrected after notice is delivered to you;

(m) any of your assets, or items used in the operation of the Store are seized or you are otherwise denied the use of the property or access to the Store, because of your failure to pay any taxing authority or any amount due a creditor of the Store, or because of any other act or omission of you or any of your owners; or, you fail to notify us of a tax levy or delinquency;

(n) you fail to cease operating the Store, or fail to correct the conditions in the Store causing a present threat of imminent danger to public health or safety, after notice to you as provided in Section 18.2.3 of this Agreement;

(o) you fail to offer the scope of delivery service which we specify;

(p) you fail to enter into a Standard Franchise Agreement upon our request after we determine that the Store should offer full delivery service;

(q) we have granted you permission to either repair, restore, reconstruct, or relocate the Store, as provided in Section 7.2 of this Agreement, and you fail to complete action we have permitted, within six (6) months after its closure; or

(r) you or your owners violates any of the anti-terrorism provisions contained in Section 15.2 of this Agreement.

18.2.2 Termination by DPF - After Opportunity to Cure. We shall have the further right to terminate this Agreement effective upon delivery of notice to you, if:

(a) you fail to obtain or maintain insurance required by us and you do not correct this failure within forty-eight (48) hours after written notice is delivered to you; provided, however, that we shall not exercise our right to terminate this Agreement if you immediately cease operating the Store and obtain all such insurance within ten (10) days after written notice is delivered to you;

(b) you fail to comply with any provision of this Agreement or any specification, standard or operating procedure or rule prescribed by us which relates to the use of

any Mark, safety and security, or the quality of pizza or other authorized food products or any beverage sold by you or the cleanliness and sanitation of the Store and you do not correct this failure within seven (7) calendar days after written notice is delivered to you;

(c) you or your affiliates fail to pay when due any amount owed to us, our affiliates or subsidiaries, or any creditor or supplier or any taxing authority for federal, state or local taxes (other than amounts being bona fide disputed through formal proceedings) and you or your affiliates do not correct such failure within ten (10) calendar days after written notice is delivered to you;

(d) you or any of your owners fails to comply with any other provision of this Agreement or any specification, standard or operating procedure and fail to correct this failure within thirty (30) calendar days after written notice is delivered to you; or,

(e) you fail to fully and in good faith conduct such tests of delivery service as we may from time to time specify, and you do not correct this failure within seven (7) calendar days after written notice is delivered to you.

18.2.3 Immediate Cessation of Operations . In the event that the conditions of the Store or operations at the Store, in our judgment, present a threat of imminent danger to public health or safety, we may require the immediate cessation of operations at the Store upon delivery of a notice to you or the Store. The notice shall contain the reason we believe immediate cessation of operations is required. The parties shall address the conditions and develop a plan to correct all deficiencies within seven (7) days of the delivery of the notice.

18.3 Obligations Upon Termination or Expiration. Upon termination or expiration of this Agreement, you agree to:

(a) immediately return to us all copies of the Operating Manual and cease use of and deliver to DPF all Customer Lists (as hereinafter defined in Section 20.5);

(b) take such action as may be required to cancel all assumed name or equivalent registrations relating to the use of any Mark;

(c) notify the telephone company, postal service, and all listing agencies in writing of the termination or expiration of your right to use all telephone numbers, post office boxes, and all classified and other directory listings relating to the Store and to authorize in writing the transfer of these to us or our franchisee or designee. You acknowledge that we have the sole rights to and interest in all telephone numbers, post office boxes and directory listings relating to any Mark, and you authorize us to direct the telephone company, the postal service, and all listing agencies to transfer all telephone numbers, post office boxes, and directory listings to us, our franchisee or designee and if you fail or refuse to do so, the telephone company, postal service, and all listing agencies may accept our direction as evidence of our exclusive rights in the telephone numbers, post office boxes, and directory listings and our authority to direct the transfer. Upon execution of this Agreement or at any time thereafter, you agree to execute any written authorizations or pre-approved authorizations in the form prescribed by us directing the telephone company, postal service, and any listing agencies to transfer all telephone numbers,

post office boxes, and directory listings to us, our franchisees or designees upon the occurrence of any such termination or expiration;

(d) immediately pay all royalty fees, advertising contributions and other charges which are due and owing under this Agreement;

(e) immediately cease using the Marks and identifying yourself as a Domino's Pizza Store or as being associated with the Domino's System, including, without limitation, disabling and ceasing to permit the continued operation of any website relating to the Store or the Domino's System or which utilizes the Marks;

(f) if you retain possession of the Store premises, at your expense, make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos and the like) as we require to eliminate its identification and appearance as a Domino's Pizza Store. If you fail or refuse to fully de-identify the Store to the extent and in the manner required by this Agreement, we may, at our option and in addition to other rights and remedies we may have, make the modifications that are contemplated by this Agreement on your behalf and you agree to promptly pay and reimburse us on demand for any costs incurred by us or our designee including, without limitation, the proportionate compensation of our or our designee's employees who devote time and render services in the de-identification of the Store; and

(g) make the Store accessible and available for us to operate pursuant to Section 19.7 of this Agreement if we elect to do so.

19. OPTION TO PURCHASE STORE.

19.1 Option. Upon the termination or expiration of this Agreement, except termination by you for cause, we shall have the exclusive option, but not the obligation, to purchase the assets of the Store. For purposes of this section, the term "assets" shall mean the equipment, inventory, leasehold interests and improvements and favorable rights and covenants of the Store, but exclusive of delivery vehicles. Our option shall commence upon expiration of this Agreement or on the effective date of termination as applicable and shall continue for thirty (30) days thereafter, subject to extension as provided in this Section. You agree that if the termination is stayed, either by us or by judicial proceedings, or if we are not permitted to manage the Store pursuant to section 19.7, or if our ability to exercise our option within the 30 day period is prevented or impaired for any reason, you agree that our option to purchase shall be extended, without further notice to you, for an additional time which shall include the entire time we are unable to exercise our option.

19.2 Formula Price. The purchase price for these assets shall be equal to fifteen percent (15%) of the first One Hundred Fifty Thousand Dollars (\$150,000.00) of royalty sales ("Base Amount") of the Store during the fifty two (52) full weeks immediately preceding the date of termination or expiration plus fifteen percent (15%) of royalty sales in excess of the Base Amount up to Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Second Base Level Amount") during this period plus fifty percent (50%) of royalty sales in excess of the Second

Base Level Amount during this period. The purchase price shall be allocated among the assets in the manner prescribed by us.

If the Store has been in operation less than fifty two (52) full weeks, the option price shall be the documented "cost" of the Store. The term "cost" shall be defined as your documented expenditures for the equipment, inventory and leasehold improvements of the Store, but shall not include any charges for labor performed by you or your family members in connection with the development of the Store or any undocumented costs.

19.3 Purchase of Commissary. In the event you operate a commissary in connection with the Store, we or our designee shall also have the option to purchase the assets of the commissary. The purchase price for the assets of the commissary will be the net book value (based upon a seven year depreciation schedule).

19.4 Deductions From Purchase Price. In the event we elect to purchase the assets of the Store, the purchase price will be reduced by:

(a) the total current and long term liabilities of the Store assumed by us as described below; and,

(b) the amount necessary to upgrade and renovate the Store to meet our then current standards for a Domino's Pizza Transitional Store; and

(c) our reasonable attorney's fees incurred in connection with enforcing this Agreement or in securing possession of the Store.

We will assume all current and long term liabilities (except liabilities to you or your owners or secured by or relating to delivery vehicles which we are not purchasing) up to the amount of the purchase price subject, however, to all defenses available to you. Further, the amount we charge for upgrading and renovating the Store will not exceed one and one-half percent (1-1/2%) of the royalty sales of the Store from the date of opening to the date of termination or expiration reduced by an amount equal to the total expenditures made by you for renovation and upgrading of the Store at our request up to the date of termination or expiration.

19.5 Payment of Purchase Price. The balance of the purchase price, after deductions described above will be payable as follows: ten percent (10%) of the balance at the time of closing and the remainder in sixty (60) equal monthly installments of principal plus interest at a rate of interest per annum equal to the prime lending rate charged by Morgan Guaranty Trust Company of New York (or other bank or financial institution we may designate) determined as of the closing date with annual adjustments based on the prime rate charged on each anniversary date. The first payment will be due on the first day of the second succeeding calendar month following closing and the remaining payments on the first day of each month thereafter. On the first payment date, interest from the date of closing shall also be paid. If we elect to pay the entire purchase price at closing, we shall have the right to escrow such portion of the purchase price as we deem appropriate for a period of six (6) months to cover liabilities of the Store. We shall notify you of claims asserted by creditors of the Store against the escrow monies. You shall have forty-eight (48) hours to settle any claim with such creditor prior to our disbursement of funds from the escrow. If there is a good faith dispute between you and a

creditor of the Store, you shall have thirty (30) days to reach a settlement with any such creditor as to the amount owed before we will disburse any escrow monies to such creditor. If you are unable to resolve the discrepancy with the creditor within the thirty (30) day period, we shall have the right to use the escrow monies to satisfy the claim of any such creditor. At the end of such six (6) month period, any remaining purchase price shall be remitted to you along with a statement prepared by DPF indicating the manner in which these funds were expended.

19.6 Real Property

(a) In the event you or your owners own the real property on which the Store or commissary is located, and such property is not a multi-tenant unit, we will also have the exclusive option to purchase this property. We shall exercise this option within the same period of time as provided in section 19.1, as that time may be extended. The purchase price will be the fair market value as determined by an independent appraiser selected by both of us. If we cannot agree on an independent appraiser, we each shall select an independent appraiser who shall select a third independent appraiser. The independent appraiser selected by our appraisers shall determine the fair market value of the real property and his determination shall be final and binding on the parties, provided, in the event the independent appraiser does not render its appraisal within ninety (90) days of selection, the appraisal shall be made by the appraiser we have selected. The purchase price will be payable in full at the closing minus customary prorations including the pay-off of existing mortgage liens.

(b) If we do not elect to purchase the real property, or if the property is in a multi-tenant unit, we or our designee will have the option to enter into a lease for a term of not less than five (5) years with an option by the lessee to extend the term of the lease for an additional term of five (5) years. The lease shall contain the terms and conditions contained in the form of lease then used by us or our affiliates in connection with Domino's Pizza Stores owned and operated by us or our affiliates. The rental under the lease for the initial five (5) year term shall be the fair rental value of the property as determined by an independent appraiser selected in the manner described above. The rental shall be modified during the second five (5) year option term by the percentage that the National Consumer Price Index for Urban Wage Earnings and Clerical Workers as determined by the United States Department of Labor for the region in which the Store is located (or a comparable index if such Index is not then being issued) has increased or decreased from the commencement date of the initial term until the last day of the initial term of the lease.

19.6 Closing. The closing shall occur within thirty (30) days after we exercise our option to purchase the assets and/or real property or such later date as may be necessary to comply with applicable bulk sales or similar laws. At the closing, we both agree to execute and deliver all documents necessary to vest title in the purchased assets and/or real property in us free and clear of all liens and encumbrances, except those assumed by us and/or to effectuate the lease of the Store premises. You also agree to provide us with all information necessary to close the transaction. We reserve the right to assign our option to purchase the Store or commissary, if any, operated in connection with the Store (and the real property to the extent applicable) or designate a substitute purchaser for the Store. We agree, however, to be responsible for and shall guarantee payment of any deferred portion of the purchase price as provided in Section 19.5 of this Agreement in the event we designate a substitute purchaser of the assets of the Store. If you

do not execute and deliver any documents required, by execution of this Agreement you irrevocably appoint us as your lawful attorney-in-fact with full power and authority to execute and deliver in your name all these documents. You also agree to ratify and confirm all of our acts as your lawful attorney-in-fact and to indemnify and hold us harmless from all claims, liabilities, losses or damages suffered by us in so doing.

19.7 Operation During Option Period. We will have the right, upon written notice to you, to manage, or designate one of our affiliates to manage, the Store during the period in which we have the option to purchase the Store as provided for in Section 19.1 and for the period following the exercise of our option and prior to the closing on the same terms and conditions as described in Section 21.7.

19.8 Formula Price. The parties agree that the formula price described in this Section 19 is the agreed upon method of arriving at a price for the assets of the Store in the event we exercise the option contained in this Section 19 and is not to be deemed a conclusive indication of the value of the Store under other circumstances or where an agreement to purchase the Store has been negotiated by you or your owners.

20. RESTRICTIVE COVENANTS.

20.1 In-Term Covenant. In addition to all other obligations in the Agreement, you agree that, during the term of this Agreement, you or your owners will not, directly or indirectly for the benefit of you or your owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in any other carry-out or delivery pizza store business or business similar to that being conducted pursuant to this Agreement (except for other Domino's Pizza Stores operated under franchise agreements entered into with us or other Domino's Pizza Stores in which you or your owners have an ownership interest).

20.2 Post-Term Covenant. You agree that, for a period of one (1) year after termination or expiration of this Agreement, or the date on which you cease to operate the Store, whichever is later, you or your owners will not, directly or indirectly for the benefit of you or your owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in any carry-out or delivery pizza store business or business similar to that being conducted pursuant to this Agreement located at the premises of the Store or within ten (10) miles of the premises of the Store (except for other Domino's Pizza Stores operated under franchise agreements with us or other Domino's Pizza Stores in which you or your owners shall have an ownership interest). You further agree for a period of one (1) year after the termination or expiration, or the date on which you cease to operate the Store, whichever is later, you or your owners will not, directly or indirectly, solicit or employ any person who is employed by us, by any entity controlled by or affiliated with us or by any other of our franchisees, nor will you or your owners induce or attempt to induce any of these people to leave their employment without the prior written consent of their employers. The covenant contained in this section shall not be deemed to impair, modify or change any covenant not to compete or not to solicit/employ contained in any agreement for the purchase and sale of

the Store and shall be in addition to all other obligations you have under this Agreement to us or our affiliates upon termination or expiration of this Agreement.

20.3 Ownership of Public Companies. The covenants contained in this Section 20 shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation whose stock is publicly traded.

20.4 Solicitation of Employees. You agree that during the term of this Agreement you will not, directly or indirectly, solicit or employ any person who is employed by us, by any entity controlled by or affiliated with us or by any other of our franchisees, nor will you induce or attempt to induce any of these people to leave their employment without our prior written consent of their employers. We agree that we will not induce or attempt to induce any of your employees to leave their employment with you and become employed with us or our affiliates without your consent.

20.5 Customer Lists and Trade Secrets You agree to maintain the absolute confidentiality of the Operating Manual and all other information concerning the Domino's System, whether provided by us or a third party, during and after the term of the franchise, disclosing this information to the other employees of the Store only to the extent necessary for the operation of the Store in accordance with this Agreement, and that you will not use the Operating Manual or such other information in any other businesses or in any manner not specifically authorized or approved by us in writing. The customer lists and all historical data relating to the sale of all pizza and beverage products at the Store (the "Customer Lists") also shall be deemed confidential and (a) you shall not use the Customer Lists in any other business or capacity; and (b) you shall maintain the absolute secrecy and confidentiality of the Customer Lists.

20.6 Owners of Approved Entity. If you are an Approved Entity, the owners, by executing this Agreement, shall be bound by the provisions contained in this Agreement, including the restrictions set forth in this Section 20. Further, a violation of any of the provisions of this Agreement, including the covenants contained in this Section 20, by any owner shall also constitute a violation by you of your obligations under this Agreement.

20.7 Distribution of Products Related to the Domino's System. During and after the term of this Agreement, you and your owners agree not to sell or otherwise distribute any products or items bearing any of the Marks or which are used at any time in connection with any advertising, promotional or operational program other than to customers of your Store in the ordinary course of business or to another Domino's Pizza franchisee in good standing at the time of any proposed transfer approved by us.

20.8 Ownership Structure. You, your owners and affiliates agree to fully comply with all rules, policies and procedures from time to time prescribed by us relating to the ownership structure of an Approved Entity. If you are an Approved Entity, you agree that the Controlling Person who has been approved by us will at all times during the term of this Agreement own and control fifty-one percent (51%) or more of the absolute voting and ownership interests of the Approved Entity, unless the Controlling Person obtains our prior written approval for a different ownership structure. You also agree to submit to us for our

review and prior written approval any proposed change before attempting any change in the ownership or control of the Approved Entity, or its affiliates, or any documents governing the ownership or control of the Approved entity or its affiliates.

20.9 Non-Disclosure. Except as may be required or permitted by applicable law, you agree that neither you nor your affiliates, owners, representatives, agents or employees will make any statements or communications, directly or indirectly, about us or our affiliates, officers, employees, franchisees (including you or your affiliates), businesses, properties, financial condition, sales trends, management, ownership, past or current business practices or strategies to any person, including, without limitation, the media or any financial analysts, whether verbally or in writing, including, without limitation, any communications or statements that would reasonably be expected to adversely affect our business or reputation or the Domino's System or shareholders of Domino's Pizza, Inc. or its affiliated companies.

20.10 Irreparable Injury and Injunctive Relief. You acknowledge and agree that the provisions of this Section 20, including, without limitation, the provisions of Sections 20.1, 20.2, 20.5 and 20.9, are necessary to protect our legitimate business interests and the Domino's System, to prevent the unauthorized dissemination of marketing, promotional and other confidential information to our competitors and others outside of the Domino's System, to protect our trade secrets and the integrity of the Domino's System, and to prevent the duplication of the Domino's System. You also acknowledge and agree that damages alone cannot adequately compensate us if there is a violation of these provisions by you or your owners, that we will suffer irreparable harm arising out of any such violation, and that injunctive relief against you and your owners is essential for the protection of us and our franchisees. Accordingly, we will have the right to petition a court of competent jurisdiction for injunctive relief against you and your owners without posting any bond or security whatsoever, in addition to all other remedies that may be available to us under this Agreement or applicable law.

21. ASSIGNMENT.

21.1 By DPE. This Agreement is fully assignable by us and the assignee or other legal successor to our interests will be entitled to all of the benefits of this Agreement.

21.2 By Franchisee. This Agreement is personal to you and your owners (if you are an Approved Entity). Accordingly, neither you nor any of your owners may assign or transfer this Agreement, any interest in this Agreement or, if you are an Approved Entity, any interest in an Approved Entity except as specifically authorized under this Agreement. A transfer of ownership of the Store (or its assets) may only be made in conjunction with a transfer of this Agreement. Any attempted assignment or transfer not in accordance with this Agreement shall have no effect and shall constitute a breach of this Agreement.

21.3 Assignment to an Approved Entity. We will allow you to assign this Agreement and the Store (and its assets) to an Approved Entity for the convenience of ownership of the Store, provided:

(a) the Approved Entity conducts no business other than the operation of the Store or other Domino's Pizza Stores (or other related activities authorized under this Agreement);

(b) the Approved Entity is actively managed by you;

(c) the person designated as the Controlling Person owns and controls not less than fifty-one percent (51%) of the general partnership interest of such partnership, the equity and voting power of all classes of issued and outstanding capital stock of such corporation, the membership interest in the limited liability company or the voting and ownership interests of such entity; and

(d) all owners meet our requirements as established from time to time by us and agree to guarantee the obligations of the Approved Entity under this Agreement and to be bound by the terms of this Agreement in the manner prescribed by us.

If you are an Approved Entity or if this Agreement is assigned to an Approved Entity, you must comply with the requirements set forth in this Section 21.3 throughout the term of this Agreement. The organization documents of any Approved Entity owning the franchise, including all stock certificates, shall recite that they are subject to all restrictions contained in this Agreement. We shall also have the right to require, as a condition of any assignment of this Agreement to an Approved Entity or the operation of the franchise by an Approved Entity, that the owners enter into a buy/sell agreement among themselves in a form and containing such terms as we prescribe for transfers of ownership interests in such Approved Entity. You shall provide us with all documents to be executed in connection with any such assignment and we shall use our reasonable efforts to approve or disapprove these within thirty (30) days after receipt.

21.4 Assignment or Transfer to Others. We will permit sales, transfers or assignments of this Agreement or, if you are an Approved Entity, of an ownership interest in the Approved Entity to others provided:

(a) you (and your owners) are not in default under this Agreement or any other agreement with us or our subsidiaries or affiliates or any other creditor or supplier of the Store;

(b) the proposed transferee or assignee (and its Controlling Person and all other owners if it is an Approved Entity) meets our then-applicable standards for franchisees or owners;

(c) the proposed transferee or assignee (and its owners) is not engaged in any other business activity without our prior written consent, except other Domino's Pizza Stores;

(d) the proposed transferee or assignee (and its owners if it is an Approved Entity) must sign our then-current form of the applicable franchise agreement for a term equal to the remaining term of this Agreement or, at our election, the then-current term of the applicable franchise agreement;

(e) the proposed transferee or assignee (or the person designated by us) must complete all required training to the extent required by us; and

(f) at our request, the proposed transferee or assignee refurbishes the Store in the manner and subject to the provisions prescribed in Sections 9 and 15; and

(g) the proposed transferee or assignee pays us a transfer fee of \$1,500.00; and

(h) this Agreement is terminated according to the terms of our customary form of mutual termination agreement and customary form of release.

The provisions of (d), (e), (f), (g) and (h) above shall not apply to an approved sale, transfer or assignment by an owner owning a forty-nine percent (49%) or less interest in the Approved Entity except that the proposed transferee or assignee must guarantee the performance by Franchisee of its obligations under this Agreement and agree to be bound by all of the provisions of this Agreement in the form prescribed by us. You must provide us with all documents to be executed by you and/or your owners and the proposed purchasers in connection with any transfer or assignment at least thirty (30) days prior to signing.

21.5 Death or Permanent Disability. Upon your death or permanent disability or the death or permanent disability of the Controlling Person, this Agreement or the ownership interest of such deceased or permanently disabled Controlling Person must be transferred to a party approved by us. Any transfer, including, without limitation, transfers by devise or inheritance or trust provisions, shall be subject to the same conditions for transfers which are contained in this Agreement. Except as otherwise prescribed by us in writing, your personal representative or the personal representative of such Controlling Person shall submit to us a proposal meeting the requirements for transfer of this Agreement or such ownership interest within one hundred and twenty days (120) days of your death or permanent disability or the death or permanent disability of such Controlling Person. We agree to communicate our approval or disapproval of any such proposal within fifteen (15) days of receipt. We will not unreasonably withhold our consent to the transfer of this Agreement or such ownership interest to your spouse, heirs or relatives or the spouse, heirs or relatives of such deceased or permanently disabled Controlling Person, provided the requirements of Section 21.4 are satisfied. Your personal representative or the personal representative of such deceased or permanently disabled Controlling Person shall complete the transfer of this Agreement or such ownership interest within sixty (60) days from the date of our approval of any such proposal. Upon the death of any other owner, the interest of such owner shall be transferred within a reasonable time to a person meeting our requirements. All such transfers must also comply with Section 21.4 of this Agreement. Your or any of your owners' failure to transfer the interest in accordance with the provisions of this section shall be considered a breach of this Agreement.

21.6 Definition of Permanent Disability. You or your Controlling Person will be deemed to have a “permanent disability” if you or your Controlling Person’s usual, active participation in the Store as contemplated by this Agreement is for any reason curtailed for a continuous period of six (6) months.

21.7 Operation by DPF After Death or Permanent Disability. We shall have the right to appoint a manager for the Store if in our judgment the Store is not being managed properly after your death or permanent disability or the death or permanent disability of the Controlling Person. Our right to appoint a manager for the Store includes the right to temporarily or permanently cease operations at the Store, if in our reasonable judgment continued operation of the Store will adversely affect the Marks, the long term reputation of the Store or the Domino’s System, or present a risk to public health, welfare and safety, including the well-being of the employees of the Store. All funds from the operation of the Store during the management by our appointed manager will be kept in a separate fund, and all expenses of the Store including compensation, other costs, and travel and living expenses of our manager will be charged to this fund. We will charge a management fee of five and one-half percent (5 ½%) (in addition to the royalty fee and advertising contributions payable under this Agreement) during the period in which the Store is managed on your behalf. In managing the Store, our obligation will be to use our reasonable efforts to ensure the Store is properly managed and neither we nor our affiliates will be liable for any debts, losses or obligations of the Store, to any or of your creditors for any products, materials, supplies or services purchased by the Store prior to or during the time of management by our appointed manager. If the separate fund that is established is insufficient to pay the expenses of the Store, we will notify you or your executor, administrator, conservator or other personal representative and this person must deposit in the fund within five (5) business days, any amount required by us to attain a reasonable balance in the fund.

21.8 Right of First Refusal of DPF. If you or your owners propose to sell or transfer all or any part of the Store (or its assets) or, if you are an Approved Entity, any ownership interest in the Approved Entity and you or your owners obtain a bona fide, executed written offer to purchase or otherwise transfer or acquire this interest, you or your owners are obligated to deliver a copy of the bona fide offer to us along with all documents to be executed by you or your owners and the proposed assignee or transferee. Our right of first refusal shall commence upon the date of our receipt of the following: (i) the bona fide, executed written offer to purchase, transfer or acquire; (ii) all documents to be executed by you or your owners and the proposed assignee or transferee; (iii) all documents related to the operation of the Store which you are required to provide us, including, but not limited to a current copy of the lease for the Store and such financial statements as are required of you under Section 14.2 of this Agreement; and (iv) your notice that you are specifically submitting the documents to give us the right to exercise our right of first refusal, and shall continue for a period of thirty (30) days thereafter. Failure to submit any one or more of the items, including the notice of the purpose of the submission, shall result in our right of first refusal being extended until 30 days after we receive all of the required documents and the notice. We shall exercise the right, to purchase or otherwise acquire the Store (or its assets) or such ownership interest for the price and on the terms and conditions contained in the offer by giving written notice to you or your owners. We may substitute equivalent cash for any form of payment proposed in such offer or designate a substitute purchaser or transferee for the Store (or the assets) or the ownership interest being offered, provided that we will assume responsibility for the performance of any other purchaser

we may designate. If the offer is to purchase the interest of a Controlling Person and is for less than all of the outstanding interests of the Approved Entity, we shall also have the right, during the same period of time described above and upon written notice to the other owners, to purchase or otherwise acquire the remaining shares of capital stock, partnership interest or membership interest at a per share or per unit or interest price (or other terms) equivalent to the price (or other terms) being offered under the bona fide offer to the Controlling Person. If we do not exercise this right of first refusal, the offer may be accepted by you or your owners, subject to our prior written approval as provided in this Agreement. If the offer is not accepted by you or your owners within sixty (60) days, we will again have the right of first refusal to purchase or otherwise acquire the Store as described above. This section will not apply to transfers made in accordance with Section 21.3 of this Agreement.

22. CONTRACT INTERPRETATION AND ENFORCEMENT.

22.1 Effect of Waivers. No waiver by us of any breach or a series of breaches of this Agreement shall constitute a waiver of any subsequent breach or waiver of the performance of any of your obligations under this Agreement. Our acceptance of any payment from you or the failure, refusal or neglect by us or you to exercise any right under this Agreement or to insist upon full compliance with our or your obligations under this Agreement or with any specification, standard or operating procedure or rule will not constitute a waiver of any provision of this Agreement.

22.2 Cost of Enforcement. If any legal or equitable action is commenced, either to challenge, interpret, or to secure or protect our rights under or to enforce the terms of this Agreement, in addition to any judgment entered in our favor, we or anyone acting on our behalf shall be entitled to recover such reasonable attorney's fees as we may have incurred together with court costs and expenses of litigation.

22.3 Indemnification of DPE. If we or any of our subsidiary or affiliated companies or any of our or their agents or employees are required to produce records or testify at trial or in deposition or are subjected to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding brought by any person or persons (including your employee or prior employee) or any other person or entity by reason of any claimed act or omission by you, your employees or agents, or by reason of any act or omission occurring on the Store premises, or in your delivery service area, if any, or while on the way to or from any delivery service area, or by reason of an act or omission with respect to the business or operation of the Store, including but not limited to acts or omissions arising out of the maintenance or use of a motor vehicle or while making a delivery or returning from making a delivery, or any limitations on delivery service, you shall defend and indemnify and hold us, our subsidiary and affiliated companies, or any of our or their agents or employees, harmless against all judgments, settlements, penalties, and expenses, including attorney's fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on us, our subsidiary and affiliated companies, or any of our or their agents or employees, in connection with the testimony, production, investigation or defense relating to such claim or litigation or administrative proceeding. Your indemnification obligations described above will continue in full force and effect after, and notwithstanding, the expiration or termination of this Agreement.

22.4 Construction and Severability. Section headings are for convenience only and shall not limit the enforceability or obligations contained therein. All references in this Agreement to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice-versa. If any part of this Agreement for any reason shall be declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. If any applicable law or rule requires a greater prior notice of the termination of or election not to renew this Agreement, or the taking of some other action than is required under this Agreement, the prior notice or other requirements required by this law or rule shall be substituted for the requirements of this Agreement. If any covenant in this Agreement which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity, prohibited and/or length of time, but would be enforceable by reducing any part or all thereof, the parties agree that same shall be enforced to this fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. For purposes of this Agreement, the term “affiliate or affiliates” shall mean any entity or entities controlled by, controlling, or under common control or common ownership with Franchisee (or any of its Owners) or DPF, as the case may be.

The rights and remedies of each party under this Agreement are cumulative, and no exercise or enforcement by a party of any right or remedy hereunder will preclude the exercise or enforcement of any other right or remedy hereunder.

22.5 Scope and Modification of Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, agreements or understandings of the parties regarding the subject matter of this Agreement, provided that nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in any franchise disclosure document we delivered to you in connection with this Agreement. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of any party to enforce any claim or right under this Agreement, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge or cancellation.

22.6 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Store is located.

22.7 Notices. All written notices permitted or required to be delivered by the provisions of this Agreement or of the Operating Manual shall be deemed so delivered when delivered to you or the Store by: (i) hand delivery; (ii) three (3) days after having been placed in the United States Mail by Registered or Certified Mail; (iii) one (1) day after being placed in the hands of a commercial courier service for next day delivery (iv) one (1) day after transmission by facsimile or other electronic system (including via e-mail and including e-mails which you are the only addressee or one of multiple addressees). Notices delivered pursuant to this section including, without limitation, e-mail shall be addressed to us at our most current principal business address or to you at the most current principal business address, e-mail address or home address of which we have been notified in writing. You are obligated to provide us with a correct current address for your home and business and to notify us of any change in address within ten (10) business days. If you maintain an e-mail address for your business you agree to

provide us with your business e-mail address and notify us of any change in your e-mail address within ten (10) business days. You understand and agree that providing us with notice of changes in addresses (including e-mail address) shall be made in the manner provided in this section for giving notices. If you fail to timely notify us of a change of address (including e-mail, business or home), all notices sent to the prior address will be deemed properly delivered.

22.8 Independent Contractors. The parties to this Agreement are independent contractors and no training, assistance or supervision which we may give or offer to you shall be deemed to negate such independence or create a legal duty on our part. Neither we nor any of our affiliates shall be liable for any damages to any person or property arising directly or indirectly out of the operation of the Store, including but not limited to those damages which may occur while your employees are making or returning from making deliveries, or arising out of your delivery service policies. Nor shall we or any of our affiliates have any liability for any taxes levied upon you, your business, or the Store. The parties further acknowledge and agree the relationship created by this Agreement and the relationship between us is not a fiduciary relationship nor one of principal and agent. Furthermore, neither we nor our affiliates have any relationship with your employees and have no rights, duties, or responsibilities with regard to their employment by you. You acknowledge and agree that you do not have the authority to act for or on our behalf or to contractually bind us or our affiliates to any agreement. No party to this Agreement shall have any authority to assume any liability for the acts of the other, or to alter the legal relationships of the other. Only the named parties to this Agreement shall have rights hereunder and you shall not have any rights under any other franchise agreement to which you are not a party.

22.9 Standard of Reasonableness. Unless otherwise stated in this Agreement, we agree to exercise reasonable judgment with respect to all determinations to be made by us under the terms of this Agreement.

22.10 Acknowledgment. You acknowledge that you have conducted an independent investigation of the business contemplated by this Agreement and recognize that it involves business risks making the success of the venture largely dependent upon your business abilities. We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement. You acknowledge that you have conducted an independent investigation of the Store's delivery and service area (if applicable) and are familiar with the boundaries and the nature and extent of any areas that might present a danger to you or your employees. In addition, you acknowledge and agree that this Agreement may not be modified, amended or changed except by a writing signed by all parties. You also acknowledge that this Agreement has been executed by us in the State of Michigan and that this Agreement is to be performed in part through services rendered in the State of Michigan.

22.11 Binding Effect. This Agreement is binding upon the parties and their heirs, approved assigns and successors in interest.

22.12 Effective Date of this Agreement. This Agreement shall become effective upon the date of its acceptance and execution by us.

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE:

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

Its:

DATED: _____

DATED: _____

DATE OF STORE OPENING

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COVENANTS OF OWNERS

The undersigned individuals (the “Owners”) represent and warrant to DPF that they are all of the owners of Franchisee or otherwise have a direct or indirect interest in the success of Franchisee and that the person designated below as the Controlling Person is the Controlling Person of the Approved Entity under this Agreement. Further, to induce DPF to enter into this Agreement and grant the franchise to Franchisee, each of the Owners, on behalf of themselves and each of their affiliates, hereby jointly and severally guarantees the performance by Franchisee of its obligations under this Agreement and agrees to be bound by all of the provisions of this Agreement, including, without limitation, the restrictions contained in Sections 20 and 21 of this Agreement, provided that the liability of the Owners and their affiliates to DPF under their guarantee, other than the Controlling Person and his or her affiliates,, shall be based upon the percentage of such Owner’s ownership interest in Franchisee.

Each Owner acknowledges and agrees that:

(1) The Approved Entity shall be managed solely by the Controlling Person and that the Controlling Person may not be removed by any action of the Approved Entity or its Owners without the prior written consent of DPF;

(2) The Controlling Person shall at all times during the continuation of this Agreement have not less than fifty one percent (51%) of the equity and voting power and/or interests in the Approved Entity unless otherwise approved in writing and any provision or term in the governing or establishing documents for the Approved Entity or any agreement between the Owners to the contrary is and shall be void for all purposes;

(3) The establishing or governing documents for the Approved Entity do not provide for a “supermajority” or other voting structure that would require the Controlling Person to have more than 51% of the equity and voting structure in order to maintain control over the Approved Entity and that no Owner(s) has any type of “veto” rights and that no voting trusts have been established which would restrict or limit the voting control of the Controlling Person. If such provision or term exists in the establishing or governing documents or other agreements, the Owners agree that it shall be void for all purposes;

(4) The Controlling Person has, as of the date of execution of this Agreement, the option, but not the obligation, exercisable on thirty (30) days notice, to purchase any or all of the equity and voting interest owned by the other Owners for a sum certain which has been determined prior to the execution of this Covenant of Owners (which may be modified by the Owners). If for any reason all Owners have not agreed upon a purchase price, the undersigned Owner(s) agree that the purchase price for all interests shall be the fair market value for all of the Domino’s Pizza Stores, Domino’s Pizza Non-Traditional Stores and Domino’s Pizza Transitional Stores which the Approved Entity operates as determined by an independent appraiser selected by the Controlling Person and the Owners holding a majority of the remaining interests. If the Controlling Person and the Owners holding a majority of the remaining interests cannot agree on an independent appraiser, the Controlling Person shall select an independent appraiser and the Owners holding a majority of the remaining interests shall select an independent appraiser and those two (2) appraisers shall select a third independent appraiser.

The third independent appraiser selected by the two (2) appraisers shall determine the fair market value of the equity and voting interest owned by the Owners and the determination of the third independent appraiser shall be final and binding on all parties. If an independent appraiser is not selected through this process within sixty (60) days, DPF shall have the right to select an independent appraiser whose determination of the fair market value shall be binding and final on all parties and DPF shall incur no liability for doing so. The result of such computation shall be multiplied by the ratio that the Owner's interest bears to all outstanding ownership interests in the Approved Entity. Upon tendering the purchase price for each Owner's interest, the Owners hereby agree to convey such interest and such commitment shall be subject to enforcement by any court of competent jurisdiction through specific performance;

(5) If the Controlling Person receives a bona-fide offer and desires to sell the franchise, the Franchisee can require the other Owners to sell his/her interest in accordance with the terms of the bona-fide offer.

(6) None of the Owners has given, received or taken any security interest in this Agreement or any pledge of any equity or interest in the Approved Entity and no such security interest or pledge shall be given, received or taken during the continuation of this Agreement;

Each Owner also acknowledges and agrees, on behalf of such Owner and each of their affiliates, that DPF may apply any monies DPF may owe to any Owner or any of his/her affiliates, including, without limitation, from any profit sharing arrangements, to satisfy or offset amounts owed by Franchisee or any Owner or their affiliates to us or our affiliates under the Franchise Agreement or any other agreement. Each Owner also acknowledges and agrees, on behalf of himself/herself and each of their affiliates, that DPF shall have recourse against and be entitled to pursue the assets of any other Domino's Pizza store owned by such owner and his or her affiliates to recover or satisfy any amounts owed by Franchisee or any Owner or their affiliates to us or our affiliates under the Franchise Agreement or any other agreement.

These Covenants of Owners are intended to modify and supersede any provisions of the establishing or governing documents for the Approved Entity or other agreement between the Owners which are inconsistent with its terms. In the event of any inconsistency between these Covenants of Owners and any other agreement or governing or establishing document, these Covenants of Owners shall control. The undersigned acknowledge that the execution of these Covenants of Owners are conditions to approval by DPF of assignment or entry of this Agreement with DPF, and DPF shall be entitled to refuse to acknowledge or recognize any provisions of the governing or establishing documents of the Approved Entity which are inconsistent with the terms of these Covenants of Owners or this Agreement. Each of the Owner(s) agree that in the event that any of the governing or establishing documents for the

Approved Entity are inconsistent with the provisions of these Covenants of Owners, the Controlling Person is granted the authority and power to modify or amend such provision and each Owner agrees to cast any necessary vote in favor of the amendment of such document or to execute such agreement as will reconcile these Covenants of Owners and the applicable document or agreement. The undersigned further agree that the governing and establishing documents of the Approved Entity shall not be amended, modified, deleted, novated or otherwise changed in any manner without the prior written consent of DPF.

CONTROLLING PERSON

% OF OWNERSHIP

OWNER

N/A

% OF OWNERSHIP

N/A

OWNER

N/A

% OF OWNERSHIP

N/A

OWNER

N/A

% OF OWNERSHIP

N/A

**RIDER (FOR RESIDENTS OF ILLINOIS)
TO THE DOMINO'S PIZZA FRANCHISING LLC
TRANSITIONAL STORE FRANCHISE AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. Section 22.5 of the Transitional Store Franchise Agreement is amended to read as follows:

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, representations (except for those made in the Franchise Offering Circular that you received from us), agreements or understandings of the parties regarding the subject matter of this Agreement.

2. Section 22, Paragraph 22.6 of the Transitional Store Franchise Agreement is hereby amended to read as follows:

22.6 **Governing Law.** The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Store is located or by the laws of the State in which you reside. However, if the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Paragraph; then this Agreement (and its validity, interpretation and construction), any claims arising from this Agreement, and the relationship between us and you will be governed by the laws of the State of Illinois.

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

Its:

**RIDER (FOR RESIDENTS OF MINNESOTA)
TO THE DOMINO'S PIZZA FRANCHISING LLC
TRANSITIONAL STORE FRANCHISE AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. The following language is hereby added to Section 22, Paragraph 22.4 of the Transitional Store Franchise Agreement:

"Minnesota law provides franchisees with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given ninety (90) days notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days notice for non-renewal of the Agreement."

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE:

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

Its:

**RIDER (FOR RESIDENTS OF NORTH DAKOTA)
TO THE DOMINO'S PIZZA FRANCHISING LLC
TRANSITIONAL STORE FRANCHISE AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. The following language is hereby added to Section 20, Paragraph 20.2 of the Transitional Store Franchise Agreement:

"Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota."

2. Section 22, Paragraph 22.2 of the Transitional Store Franchise Agreement, entitled Cost of Enforcement, is hereby amended to read as follows:

"22.2 **Cost of Enforcement**. The prevailing party in any enforcement action shall be entitled to recover all costs and expenses, including attorneys' fees."

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

Its:

EXHIBIT H

DEVELOPMENT AGREEMENT

DOMINO'S PIZZA FRANCHISING LLC
DEVELOPMENT AGREEMENT

Developer

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DOMINO'S PIZZA FRANCHISING LLC

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is being entered into between Domino's Pizza Franchising LLC, a Delaware limited liability company ("**we**", "**DPF**" or "**us**" in this Agreement), and ("you" or "**Developer**" in this Agreement). If you are a corporation, partnership, limited liability company or other entity approved by us (the "**Approved Entity**"), the term "owners" in this Agreement refers to the shareholders, affiliates, partners, members or other interest holders. Unless otherwise approved by DPF, the term "Controlling Person" refers to the person who owns fifty-one percent (51%) or more of the general partnership interest of such partnership, equity and voting power of all classes of issued and outstanding capital stock of such corporation, the membership interest of such limited liability company or the voting and ownership interests of such other entity.

This Agreement sets forth the understanding of DPF and Developer with respect to your development of Domino's Pizza stores ("**Store**" or "**Stores**") in the area described in Section 1 of this Agreement, which is as follows:

1. **Grant of Development Rights.** Subject to the terms of this Agreement, DPF grants to you the exclusive right to develop Stores within the area described in Exhibit A to this Agreement (the "**Development Area**"). Enclosed malls, institutions (such as hospitals), airports, parks (including theme parks), sports arenas, convention centers and other facilities or venues where events are scheduled are excluded from the Development Area.

2. **Term of Agreement.** The term of this Agreement shall commence on the effective date of this Agreement and expire on _____ (the "**Term**").

3. **Territorial Protection.** During the Term, we agree that neither we nor our affiliates will operate (directly or indirectly) or grant a franchise for the operation of a Store to anyone else in the Development Area, provided that you: (a) timely meet the development obligations set forth in Section 4 of this Agreement; and (b) otherwise comply with the provisions of this Agreement.

4. **Development Requirements.** You agree to open the following number of Stores during the Term by the dates set forth below:

By The Following Dates

**Total Number of Stores
To Be Open and Operating**

5. **Grant of Franchises.** We will grant you a franchise for the operation of a Store at a proposed site within the Development Area upon our approval of a completed application submitted by you in the form prescribed by us, provided that we determine in our sole judgment that:

(a) you and your owners have the financial capacity and necessary skills and experience to develop and operate the Store based upon criteria established by us from time to time;

(b) the site which you have proposed for the Store within the Development Area is a suitable site for a Store based upon criteria established by us from time to time;

(c) you and your owners are in compliance with this Agreement and all Domino's Pizza Franchise Agreements ; and

(d) you and your owners have furnished all information we may reasonably require in evaluating your application.

6. **Agreements to be Executed.** You and your owners agree to execute our then-current form of franchise agreement (the "**Franchise Agreement**") for each Store developed pursuant to this Agreement, providing for an initial franchise fee (or similar fee) equivalent to that provided in the then current Franchise Agreement as reflected in the policies adopted from time to time by us.

7. **Management and/or Supervision of Stores.** You must devote your full time and efforts (excepting reasonable vacation periods) to the management and/or supervision of Stores within the Development Area. If you are an Approved Entity, the Controlling Person must devote his/her full time and efforts (excepting reasonable vacation periods) to the management and/or supervision of Stores within the Development Area.

8. **Payments.** You agree to pay a Development Fee in the amount of thirty thousand dollars and zero cents (\$30,000.00).

9. **Termination.**

9.1 **Mutual Termination.** This Agreement and all rights and obligations of the parties may be terminated at any time by the mutual agreement of the parties.

9.2 **By DPF.** We may terminate this Agreement effective upon delivery of written notice to you if:

(i) you fail to meet the Development Requirements set forth in Section 4 hereof;

(ii) you or your owners fail to comply with any other provision of this Agreement;

(iii) any Domino's Pizza Area Agreement, Development Agreement or Franchise Agreement with any entity that you or your Controlling Person directly or indirectly, owns in whole or in part, is terminated by us in accordance with its terms;

(iv) you and your owners fail to maintain the financial capacity and necessary skills and experience to meet the Development Requirements and timely develop and operate the Stores required to be opened and operated under this Agreement based upon criteria established by us from time to time; or

(v) the Controlling Person of the Developer under this Agreement is not at any time the Controlling Person of all approved entities operating Stores in the Development Area.

10. **Trade Secrets of DPF.** You agree that you will maintain the absolute confidentiality of all information and methods provided by us with respect to the operation of a Store and will not use any such information in any other business or in any manner not specifically authorized or approved in writing by DPF.

11. **Conflicting Business Interests.** Neither you nor any of your owners may, during the term of this Agreement, without our prior consent, which may be withheld in our sole judgment, (i) engage, or own any interest, in any other business activity, (ii) be employed by any other business, (iii) engage in any activity which may impair your ability to fulfill your obligations under this Agreement, or (iv) engage in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude.

12. **Assignment by DPF.** This Agreement is fully assignable by us and the assignee or other legal successor to DPF's interests will be entitled to receive all of the benefits of this Agreement.

13. **Assignment by Developer.** This Agreement and the development rights contained in this Agreement are personal to you and your owners and may not be voluntarily, involuntarily, directly or indirectly, assigned or otherwise transferred or encumbered by you or your owners. For purposes of this paragraph, a sale, assignment or transfer of the interests of any owner shall be deemed an assignment or transfer of this Agreement.

14. **Miscellaneous.** Section headings are for convenience only and shall not limit the enforceability or obligations contained therein. This Agreement is binding on the parties to this Agreement and their heirs, assigns and successors in interest. By accepting this Agreement, you and your owners will be jointly and severally liable for the performance of the obligations set forth herein. Further, there are no other oral or written understandings or agreements between the parties. To the extent that this Agreement is inconsistent with any provision of any Franchise Agreement executed by you in connection with the operation of a Store, the terms of this Agreement shall govern.

15. **Notices.** All written notices permitted or required to be delivered shall be deemed so delivered when delivered to you by: (i) hand delivery, (ii) three (3) days after having been placed in the United States Mail by Registered or Certified Mail, (iii) one (1) day after being placed in the hands of a commercial courier service for next day delivery, or (iv) one (1) day after transmission by telecopy or other electronic system (including via e-mail and including e-mails which you are the only addressee or one of multiple addressees). Notices delivered pursuant to this section, including, without limitation, e-mail, shall be addressed to us at our most current principal business address or to you at the most current principal business address or home address of which we have been notified in writing. You are obligated to provide us with a correct current address for your home and business and to notify us of any change in address within ten (10) business days. If you maintain an e-mail address for your business you agree to provide us with your business e-mail address and notify us of any change in your e-mail address within ten (10) business days. You understand and agree that providing us with notice of changes in addresses (including e-mail address) shall be made in the manner provided in this section for giving notices. If you fail to timely notify us of a change of address (including e-mail, business or home), all notices sent to the prior address will be deemed properly delivered.

16. **Governing Law.** The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Development Area is predominantly located.

17. **Effective Date of this Agreement.** This Agreement shall take effect upon the date of its acceptance and execution by all parties hereto.

DOMINO'S PIZZA FRANCHISING LLC

DEVELOPER

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

Its:

DATED: _____

DATED: _____

COVENANTS OF OWNERS

The undersigned individuals (the "**Owners**") represent and warrant to DPF that they are all of the owners of Developer or otherwise have a direct or indirect interest in the success of Developer and that the person designated below as the Controlling Person is the Controlling Person of the Approved Entity under this Agreement. Further, to induce DPF to enter into this Agreement and grant the franchise to Developer, each of the Owners, on behalf of themselves and each of their affiliates, hereby jointly and severally guarantees the performance by Developer of its obligations under this Agreement and agrees to be bound by all of the provisions of this Agreement, provided that the liability of the Owners and their affiliates to DPF under their guarantee, other than the Controlling Person and his or her affiliates, shall be based upon the percentage of such Owner's ownership interest in Developer.

Each Owner acknowledges and agrees that:

(1) The Approved Entity shall be managed solely by the Controlling Person and that the Controlling Person may not be removed by any action of the Approved Entity or its Owners without the prior written consent of DPF;

(2) The Controlling Person shall at all times during the continuation of this Agreement have not less than fifty one percent (51%) of the equity and voting power and/or interests in the Approved Entity, unless otherwise approved in writing by DPF and any provision or term in the governing or establishing documents for the Approved Entity or any agreement between the Owners to the contrary is and shall be void for all purposes;

(3) The establishing or governing documents for the Approved Entity do not provide for a "supermajority" or other voting structure that would require the Controlling Person to have more than 51% of the equity and voting structure in order to maintain control over the Approved Entity and that no Owner(s) has any type of "veto" rights and that no voting trusts have been established which would restrict or limit the voting control of the Controlling Person. If such provision or term exists in the establishing or governing documents or other agreements, the Owners agree that it shall be void for all purposes;

(4) The Controlling Person has, as of the date of execution of this Agreement, the option, but not the obligation, exercisable on thirty (30) days notice, to purchase any or all of the equity and voting interest owned by the other Owners for a sum certain which has been determined prior to the execution of this Covenant of Owners (which may be modified by the Owners). If for any reason all Owners have not agreed upon a purchase price, the undersigned Owner(s) agree that the purchase price for their interest shall be the fair market value for all of the Domino's Pizza Stores (including Domino's Pizza Pizzazz Stores and Domino's C Stores) which the Approved Entity operates as determined by an independent appraiser selected by the Controlling Person and the Owners holding a majority of the remaining interests. If the Controlling Person and the Owners holding a majority of the remaining interests cannot agree on an independent appraiser, the Controlling Person shall select an independent appraiser and the Owners holding a majority of the remaining interests shall select an independent appraiser and those two (2) appraisers shall select a third independent appraiser. The third independent appraiser selected by the two (2) appraisers shall determine the fair market value of the equity

and voting interest owned by the Owners and the determination of the third independent appraiser shall be final and binding on all parties. If an independent appraiser is not selected through this process within sixty (60) days, DPF shall have the right to select an independent appraiser whose determination of the fair market value shall be binding and final on all parties and DPF shall incur no liability for doing so. The result of such computation shall be multiplied by the ratio that the Owner's interest bears to all outstanding ownership interests in the Approved Entity. Upon tendering the purchase price for each Owner's interest, the Owners hereby agree to convey such interest and such commitment shall be subject to enforcement by any court of competent jurisdiction through specific performance;

(5) If the Controlling Person receives a bona-fide offer and desires to sell the franchise, the Franchisee can require the other Owners to sell his/her interest in accordance with the terms of the bona-fide offer.

(6) None of the Owners has given, received or taken any security interest in this Agreement or any pledge of any equity or interest in the Approved Entity and no such security interest or pledge shall be given, received or taken during the continuation of this Agreement;

Each Owner also acknowledges and agrees, on behalf of such Owner and each of their affiliates, that DPF may apply any monies DPF may owe to any Owner or any of his/her affiliates, including, without limitation, from any profit sharing arrangements, to satisfy or offset amounts owed by Franchisee or any Owner or their affiliates to us or our affiliates under the Franchise Agreement or any other agreement. Each Owner also acknowledges and agrees, on behalf of himself/herself and each of their affiliates, that DPF shall have recourse against and be entitled to pursue the assets of any other Domino's Pizza store owned by such owner and his or her affiliates to recover or satisfy any amounts owed by Franchisee or any Owner or their affiliates to us or our affiliates under the Franchise Agreement or any other agreement.

These Covenants of Owners are intended to modify and supercede any provisions of the establishing or governing documents for the Approved Entity or other agreement between the Owners which are inconsistent with its terms. In the event of any inconsistency between these Covenants of Owners and any other agreement or governing or establishing document, these Covenants of Owners shall control. The undersigned acknowledge that the execution of these Covenants of Owners are conditions to approval by DPF of assignment or entry of this Agreement with DPF, and DPF shall be entitled to refuse to acknowledge or recognize any provisions of the governing or establishing documents of the Approved Entity which are inconsistent with the terms of these Covenants of Owners or this Agreement. Each of the Owner(s) agree that in the event that any of the governing or establishing documents for the

Approved Entity are inconsistent with the provisions of these Covenants of Owners, the Controlling Person is granted the authority and power to modify or amend such provision and each Owner agrees to cast any necessary vote in favor of the amendment of such document or to execute such agreement as will reconcile these Covenants of Owners and the applicable document or agreement. The undersigned further agree that the governing and establishing documents of the Approved Entity shall not be amended, modified, deleted, novated or otherwise changed in any manner without the prior written consent of DPF.

CONTROLLING PERSON

% of Ownership

OWNER

% of Ownership

OWNER

% of Ownership

OWNER

% of Ownership

EXHIBIT A

Your Development Area is as follows:

The following territories in the :

In accordance with the provisions of Section 1 of the Development Agreement ("**Grant of Development Rights**"), enclosed malls, institutions (such as hospitals), airports, parks (including theme parks), sports arenas, convention centers and other facilities or venues where events are scheduled shall be excluded from the Area described above. We retain the right on behalf of owners and our affiliates to open a Domino's Pizza store at any of these facilities or venues or grant franchises or licenses for others to do so; provided, however, that if we determine that it is feasible or permissible for a "traditional" store to be constructed in any of these facilities or venues and we are then prepared to grant a franchise for someone to operate the store, you shall have the first option to apply for the franchise to operate the store if you meet the legal and/or venue requirements, subject to your completion of our approval process and satisfaction of our conditions for approval. You shall be granted a reasonable period of time to consider the option. "Reasonable" shall be defined on a case-by-case basis by reference to the time allowed by the venue and competitive circumstances. In the event we decide to open a Domino's Pizza store at any of these facilities or venues, or grant a franchise or license for others to do so, the Area shall be automatically adjusted to exclude such facility or venue.

If there is any conflict or overlap between the Area described above and the boundaries of any existing franchise agreement, development or area agreement, the boundaries of the areas described in the other agreements that pre-date this agreement shall control and upon discovery of any such conflict the parties will sign an amendment to this Development Agreement amending the description of the Area set out above so as to remove any conflict or overlap between the Area described above and the area described in any existing agreement. In addition, if there are maps attached to our copy of this Development Agreement outlining the Area described above, the boundaries described on the maps attached to our copy shall take precedence over the written description of the Area set out above and shall control the description of the Area of this Development Agreement. Developer and its owners agree that none of them shall have any claim for damages against us or any other franchisee as a result of any overlap in the description of Area set out above and the description of any area in an agreement that pre-dates this Development Agreement and hereby irrevocably waive all such claims.

Developer understands and acknowledges that the Territory Identifications and areas identified on the maps attached are not to be construed as the area of primary responsibility or delivery service area of any Store to be opened within the Development Area. Areas of primary responsibility or delivery service areas for each Store shall be determined in accordance with the procedures established from time to time by DPF and identified pursuant to the terms of the Franchise Agreement executed for each such Store.

**RIDER (FOR RESIDENTS OF ILLINOIS)
TO THE DOMINO'S PIZZA FRANCHISING LLC
DEVELOPMENT AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. Section 16 of the Development Agreement is hereby amended to read as follows:

16. **GOVERNING LAW.** The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Development Area is predominantly located or by the laws of the State in which you reside. However, if the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Paragraph; then this Agreement (and its validity, interpretation and construction), any claims arising from this Agreement, and the relationship between us and you will be governed by the laws of the State of Illinois.

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

**RIDER (FOR RESIDENTS OF HAWAII)
TO THE DOMINO'S PIZZA FRANCHISING LLC
DEVELOPMENT AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. Section 14 of the Development Agreement is hereby amended to read as follows:

14. **Miscellaneous.** Section headings are for convenience only and shall not limit the enforceability or obligations contained therein. This Agreement is binding on the parties to this Agreement and their heirs, assigns and successors in interest. By accepting this Agreement, you and your owners will be jointly and severally liable for the performance of the obligations set forth herein. Further, there are no other oral or written understandings or agreements between the parties. To the extent that this Agreement is inconsistent with any provision of any Franchise Agreement executed by you in connection with the operation of a Store, the terms of this Agreement shall govern. Nothing in this Agreement or in any related agreement is intended to disclaim the representations in the franchise disclosure document.

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

EXHIBIT I

LICENSE AGREEMENT

Store #

DOMINO'S PIZZA FRANCHISING LLC
LICENSE AGREEMENT

Licensee

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "**Agreement**") is being entered into between Domino's Pizza Franchising LLC, a Delaware limited liability company, ("we", "DPF", or "us" in this Agreement), and ("you" or "Licensee" in this Agreement).

RECITALS

WHEREAS, DPF franchises and licenses retail outlets specializing in the sale of pizza and related food products and featuring carry-out services under the name "Domino's Pizza" and other related valuable trademarks, service marks and commercial symbols in connection with the operation of Domino's Pizza Stores (the "**Marks**").

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of granting limited permission for Licensee to sell certain Domino's Pizza products in accordance with the following terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Grant.**

A. Subject to the terms of this Agreement, DPF grants you a license to operate Domino's Pizza Store # located at (the "Store") to sell, only at the Store, certain Domino's Pizza products authorized by DPF listed on Exhibit A which may, from time to time, be modified only by written notice from DPF (the "**Products**"). Sales are authorized for dine-in and carry-out service of the Products within the Store. Licensee shall not have the right to offer or sell the Products through delivery or outside of the Store. Licensee acknowledges and agrees that DPF shall have the sole right to determine which Products may be offered for sale at the Store and sale of Products from any other location shall be a material breach of this Agreement and shall entitle DPF to immediately terminate this Agreement without further obligation on DPF part.

B. During the term of this Agreement and in addition to all other obligations in the Agreement, Licensee will not enter into similar arrangement or agreements with any other individual or company for the sale of pizza, or offer any other Product or comparable products, for sale within the Store.

2. **Term.**

The term of this Agreement shall be for a period of five (5) years, commencing on the date of opening of the Store ("**Term**"), unless terminated sooner as provided under the terms of this Agreement. Notwithstanding the foregoing, with respect to the Store, this Agreement shall automatically terminate if Licensee fails to maintain the right to provide food service at the Store.

3. **Support.**

DPF shall provide such assistance and support to assist Licensee's supervision of its operations relating to the sale of the Products pursuant to this Agreement as DPF determines from time to time to be necessary in order to assure product consistency and quality and to protect the Marks. Such assistance may include advice with respect to: (1) methods of preparation, package and sale of Products; (2) training of employees; and (3) operational problems.

4. **Training.**

A. DPF will loan Product preparation training materials to Licensee. All materials loaned to Licensee are confidential and proprietary to DPF, including but not limited to operating manuals, food preparation job aides, posters, signage, and memorandum addressing Product quality issues, ("**Training Materials**"). All persons receiving training, Training Materials and knowledge will be required to maintain the confidentiality of the Training Materials and upon request will sign a confidentiality agreement in form satisfactory to DPF.

B. Licensee agrees to strictly follow DPF's standards and Product preparation procedures and will keep all related information and Training Materials confidential, using all information and materials only for the purpose of performing its obligations under this Agreement.

C. Licensee shall implement a training program for its employees who are involved in the preparation and sale of Products pursuant to this Agreement and to be solely responsible for training Licensee's employees.

5. **Products.**

To insure the quality of the Products and to maintain the goodwill and standards associated with the Marks, Licensee agrees that all products used in connection with the preparation and sale of the Products during the term of this Agreement shall be purchased by Licensee from Domino's Pizza Distribution LLC, an affiliate of DPF ("**DPD**"), unless we otherwise approve. The current material terms and conditions of purchases and sales from DPD are set out on the attached Exhibit B.

6. **Payments and Records.**

A. During the term of this Agreement, Licensee agrees to pay to DPF a license fee equal to ten percent (10%) of the weekly gross sales of the Products sold at the Store. For purposes of this Agreement, gross sales shall include total receipts from the sale of all Products authorized for sale at the Store but exclusive of sales tax or equivalent taxes. Licensee shall report gross sales on a weekly basis in form and manner prescribed by DPF and shall submit the weekly reports of sales along with the payment of license fee. The license fee shall be paid to DPF in the following manner: fee must be paid weekly and must be paid by Thursday of each week on weekly gross sales for the week ending on the preceding Sunday. Payment must be made by electronic funds

transfer as provided in Section 6.E below or as we may otherwise designate from time to time.

B. Licensee agrees to pay to DPF a one-time licensing fee of \$2,500.00, due prior to execution of this Agreement.

C. Licensee agrees to pay interest at the rate of one and one half percent (1½%) per month, or at the highest legal rate, whichever is less, on any amount owed to DPF under this Agreement not paid when due.

D. Licensee agrees to maintain the financial and other information relating to the sale of Products in form, manner and format that is consistent with DPF systems.

E. You must participate in an electronic funds transfer program under which license fee payments are deducted or paid electronically from your bank account. We may permit you to initiate payments via a system established or approved by us, or at our option, require you to authorize us to initiate debit and/or credit entries and/or credit correction entries to your Store bank operating account (the "Account") for payment of license fees on forms we prescribe. In the event you are required to authorize us to initiate debit entries, you agree to make the funds available in the Account for withdrawal by electronic transfer no later than the due date for payment. The amount actually transferred from the Account to pay license fees will be based on the Store's weekly gross sales reported to us. If you have not reported weekly gross sales of the Store to us for any reporting period, we will be authorized to debit the Account in an amount equal to the license fee transferred from the Account for the last reporting period for which a report of the weekly gross sales of the Store was provided to us. If at any time we determine that you have under-reported the weekly gross sales of the Store or underpaid license fees due us under this Agreement, we will be authorized to initiate immediately a debit to the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided for in this Agreement. An overpayment will be credited to the Account through a credit effective as of the first reporting date after we and you determine that such credit is due. Our use of electronic funds transfers as a method of collecting license fees due us does not constitute a waiver of any of your obligations to provide us with weekly gross sales reports as provided in Section 6 nor shall it be deemed a waiver of any of the rights and remedies available to us under this Agreement. If, for any reason other than your fault or neglect, the electronic funds transfer program in which we require you to participate is not functioning so as to allow you to pay the amounts due under this Agreement to us, you may seek permission from us to make payment by mail for the period of time that the electronic funds transfer system is not functioning. If we grant permission for you to make payment by mail, we will specify the day by which payment must be postmarked and paid for any week on royalty sales for the week ending on the preceding Sunday.

F. When we receive a payment from you, we have the right in our sole discretion to apply it as we see fit to any past due indebtedness of yours due to us or our affiliates, whether for license fees, purchases, interest, or for any other reason, regardless of how you may designate a particular payment to be applied. In addition, we may offset

any amount otherwise due under any discount or rebate program against any amount owed to us.

7. **Standards and Specifications.**

A. Licensee acknowledges the importance to DPF, its reputation and goodwill, and to the public of maintaining high, uniform standards of quality in the Products. Licensee therefore agrees to maintain all standards of quality prescribed by DPF from time to time. Licensee agrees to strictly comply with all specifications, standards and operating procedures and rules prescribed by DPF from time to time, whether prescribed in the form of training materials, operating manuals, operational bulletins or similar materials containing mandatory and suggested specifications, standards and operating procedures and rules prescribed from time to time by DPF and information relative to Licensee's obligations under this Agreement (the "**Confidential Materials**"). Such specifications, standards and operation procedures and rules include, but shall not be limited to, specifications, standards, operating procedures and rules relating to:

- (i) the safety, maintenance, cleanliness, sanitation, function and appearance of the Store premises and its equipment, (including computer hardware, software, peripheral devices, high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources), image, fixtures, furniture, decor and signs;
- (ii) qualifications, dress, grooming, general appearance and demeanor of you and your employees, including, but not limited to, engaging in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude;
- (iii) quality, taste, portion control and uniformity, and manner of preparation and sale, of all pizza and other authorized food and beverage products sold by the Store and of all ingredients, supplies and materials used in the storing, holding, preparation, packaging and sale of these items;
- (iv) methods and procedures relating to receiving, preparing, holding, serving and storing customer orders, including without limitation, online ordering;
- (v) the hours during which the Store will be open for business;
- (vi) use and illumination of exterior and interior signs, posters, displays, menu boards and similar items;
- (vii) the handling of customer complaints;
- (viii) advertising and promotions;

(ix) advertising on the Internet or other electronic media, including websites, home pages and the use of domain names;

(x) e-mail capabilities of the Store and other electronic communication methods (including high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources) and devices to facilitate communication with us or our offices, including the exchange of information between the Store and us; and,

(xi) the method and manner of payment which will be accepted from customers.

By entering into this Agreement, you agree to abide by these specifications, standards, operating procedures and rules and to fully adopt and implement them.

Any failure by Licensee to comply with such operational standards shall be a material breach of this Agreement entitling DPF to terminate it according to the provisions of Section 13.

B. Licensee's advertising, packaging and business materials shall be consistent with the prestige of the Marks. In connection therewith, Licensee agrees that all advertising or business materials bearing the Marks must be submitted to DPF for its prior written approval.

C. Licensee shall permit DPF or its designated representative to inspect the premises and operations of the Store, at any time, to determine Licensee's compliance with this Agreement. Such inspections shall be during normal business hours and Licensee agrees to provide access to the Store for the inspections. Licensee agrees that we may conduct all or part of an inspection, either on-site or from a remote location. Inspections of the Store will be made at our expense, unless we are required to make any additional inspections in connection with your failure to comply with this Agreement. In such event, we will have the right to charge you for the costs of making all additional inspections in connection with your failure to comply, including without limitation the travel expenses, room and board and compensation of our or our designee's employees. You and your owners agree to fully comply and cooperate with any and all inspections, including, but not limited to, you, your owners and your employees treating our personnel in a professional manner.

D. Licensee grants DPF the right to audit or cause to be audited the sales, financial reports, supporting records and other financial information relating to the sale of Products at the Store and Licensee's compliance with this Agreement. In the event any audit discloses an understatement of the gross sales at the Store (regardless of whether the understatement is intentional or not), we shall have the right to require that Licensee immediately pay on the amount of such understatement the license fee of ten percent (10%), plus interest due under this Agreement. Further, in the event such understatement shall be two percent (2%) or more of the gross sales or such audit is made necessary by Licensee's intentional or negligent underreporting (including without limitation,

underreporting that arises out of your insufficient supervision of your employees) or by Licensee's failure to furnish reports, supporting records, financial statements or other information required by this Agreement or to furnish these reports, records, information or financial statements on a timely basis, Licensee agrees to reimburse DPF for the cost of the audit, including the charges of any independent certified public accountant used and the travel expenses, room and board and compensation of DPF employees or anyone used to conduct the audit. In the event Licensee disputes the results of the audit, Licensee has the right, upon written notice to DPF within ten (10) days of Licensee's receipt of the results of the audit, to have the results verified by an independent certified public accounting firm selected by DPF outside accounting firm. The expense of this audit shall be borne by Licensee unless this further audit discloses that no deficiency is due in which case DPF will pay for the audit. Licensee agrees to cooperate with all personnel conducting the audit. The results of the independent audit shall be binding upon the parties. Licensee agrees to pay any deficiencies within ten (10) days after receipt of DPF audit or, if applicable, the independent audit requested by Licensee. You acknowledge and agree that conducting an audit as authorized by this section is one but not the only way we may determine or establish that you have underreported the royalty sales of the Store for any period or periods. You and your owners agree to fully comply and cooperate with any and all audits, including, but not limited to, you, your owners and your employees treating our personnel in a professional manner.

E. Licensee shall conduct its operations under this Agreement in compliance with all Federal, state and local laws, ordinances, regulations and directives from governmental authorities, including without limitation, the Fair Labor Standards Act and all other laws and regulations pertaining to the employment of minors; as well as health and safety regulations, standards and guidelines under the Occupational Safety and Health Act (OSHA) and the Americans with Disabilities Act.

8. Compliance with Laws and Other Business Practices.

You agree to secure and maintain in force all required licenses, permits and certificates and operate the Store in full compliance with all applicable laws, ordinances and regulations. You also agree to pay when due all amounts payable pursuant to any provision of this Agreement or any other agreement with us or our affiliates or subsidiaries or pursuant to any agreement with any other creditor or supplier of the Store. You shall file all tax returns and pay all taxes before they become delinquent. You agree not to permit any levy or warrant to be issued by any taxing authority or other creditor, (excluding mechanics liens and other immaterial liens), against any of your assets, nor allow any of your assets to be seized or frozen by any taxing authority or other creditor. Furthermore, if you are subject to any withholding taxes on license fees or other payments due, you shall provide us with quarterly evidence that such tax has been remitted to the appropriate governmental agency on a quarterly basis.

You agree to abide by the Payment Card Industry Data Security Standards enacted by the applicable Card Associations, applicable to your business. If you know or suspect a security breach, you shall immediately notify us. You shall promptly identify and remediate the source of the compromise. You assume all responsibility for providing all

notices of breach or compromise and all duties to monitor credit histories and transactions concerning your customers. Without limiting the generality of other provisions of this Agreement, you agree to defend, indemnify and hold us and our affiliates harmless from and against any and all claims, demands, duties, obligations, damages, fines and/or penalties imposed upon you as a result of non-compliance with the Payment Card Industry requirements.

You and your owners acknowledge that Executive Order 13224 (the "Executive Order") prohibits transactions with terrorists and terrorist organizations and that the government of the United States has adopted and may in the future adopt other anti-terrorism measures (the "Anti-Terrorism Measures"). You certify that neither you or your owners nor any of your employees, affiliates or any other person or entity associated with the Store is: (1) a person or entity listed in the Annex to the Executive Order; (2) a person or entity otherwise determined pursuant to the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism (such a person or entity and those persons and entities listed in the Annex to the Executive Order are referred to herein as "Terrorists"); (3) a person or entity who assists, sponsors or who supports Terrorists or acts of Terrorism ("Sponsors of Terrorism"); or (4) owned or controlled by Terrorists or Sponsors of Terrorism. Furthermore, you covenant that neither you or your owners, nor any of your employees, affiliates or any other person or entity associated with the Store shall, during the term of this Agreement, become a person or entity described in clause (1), (2) or (3) above, or shall otherwise become a target of any Anti-Terrorism Measures. Should you or any of your owners, employees, affiliates, or any person or entity associated with the Store, violate the provisions of this paragraph, we will have the right to immediately terminate this Agreement.

9. **Solicitation of Employees.**

You agree that during the term of this Agreement you will not, directly or indirectly, solicit or employ any person who is employed by us, by any entity controlled by or affiliated with us or by any other of our licensees or franchisees, nor will you induce or attempt to induce any of these people to leave their employment without the prior written consent of their employers. We agree that we will not induce or attempt to induce any of your employees to leave their employment with you and become employed with us or our affiliates without your consent.

10. **Confidentiality and Non-Disclosure.**

A. Licensee agrees to maintain the absolute confidentiality of the Confidential Materials and all other information concerning the Products, recipes, ingredients, cooking and preparation processes, and distribution processes during and after the term of this Agreement, disclosing this information to other employees of the Store only to the extent necessary for the implementation of the sale of Products in accordance with this Agreement. Licensee will not use the Confidential Materials or other information in any other business or in any other manner not specifically authorized or approved in writing by DPF.

B. These confidentiality obligations shall survive notwithstanding any termination or expiration of this Agreement.

C. Except as may be required or permitted by applicable law, you agree that neither you nor your affiliates, owners, representatives, agents or employees will make any statements or communications, directly or indirectly, about us or our affiliates, officers, employees, franchisees (including you or your affiliates), businesses, properties, financial condition, sales trends, management, ownership, past or current business practices or strategies to any person, including, without limitation, the media or any financial analysts, whether verbally or in writing, including, without limitation, any communications or statements that would reasonably be expected to adversely affect our business or reputation or the Domino's System or shareholders of Domino's Pizza, Inc. or its affiliated companies.

11. **Assignment.**

A. This Agreement is fully assignable by us and the assignee or other legal successor to our interests will be entitled to all of the benefits of this Agreement.

B. Licensee may not assign, sell or transfer this Agreement or any rights, obligations or interest arising under this Agreement without the prior written consent of DPF. DPF agrees to consider an assignment, sale or transfer of this Agreement to a proposed assignee or transferee provided Licensee is not in default of any of its obligations under this Agreement, the proposed assignee or transferee (and its owners) meets DPF's then applicable standards for assignee or transferee and, in DPF's reasonable judgment, has the qualifications to operate the Store, the proposed assignee or transferee (and its owners) complete any training DPF may require, the transferee or assignee agrees to refurbish the Store at DPF's request and the proposed transferee or assignee pays a transfer fee to DPF in amount specified by us in our then current Franchise Disclosure Document to offset the costs evaluating and completing the assignment or transfer to others. The transfer, assignment or sale of a controlling interest in Licensee shall be deemed a transfer of this Agreement.

12. **Marks.**

A. Licensee acknowledges that DPF has the license to use and to license the use of all Marks and that all usage of the Marks and any goodwill established shall inure to the exclusive benefit of DPF, its successors, assigns and affiliates. You shall use the Marks in full compliance with rules prescribed from time to time by us. You agree not to engage in any conduct which, in our sole judgment, could disparage or impair the reputation of the Store or Domino's System or the goodwill associated with the Marks. Licensee will not use any Mark as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols, nor may Licensee use any Mark in connection with the sale of any unauthorized product or service or in any other manner not explicitly authorized in writing by DPF.

B. Licensee agrees to immediately notify DPF of any infringement of or challenge to Licensee's or DPF use of any Mark or claim by any person of any rights in any Mark of which Licensee is aware. Licensee agrees that it will not communicate with any person other than its counsel, DPF and its counsel in connection with any such infringement, challenge or claim. DPF shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation of the Patent and Trademark Office or other proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. Licensee agrees to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of DPF counsel, be necessary or advisable to protect and maintain DPF interest in any such litigation or Patent and Trademark Office or other proceeding or to otherwise protect and maintain DPF interest in the Marks.

C. DPF will indemnify Licensee against and reimburse Licensee for all damages for which Licensee is held liable in any proceeding arising out of the use of any Mark in compliance with this Agreement. If it becomes advisable at any time in DPF sole discretion for Licensee to modify or discontinue use of any Mark and/or use one or more additional or substitute Marks, Licensee agrees to do so and DPF sole obligation will be to reimburse Licensee for its tangible costs of complying with this obligation.

13. **Termination.**

A. If Licensee is in compliance with this Agreement and DPF breaches this Agreement and fails to cure any breach within thirty (30) days after written notice is delivered to DPF, Licensee may terminate this Agreement effective ten (10) days after delivery of notice to DPF.

B. DPF shall have the right to terminate this Agreement effective upon delivery of notice of termination to Licensee, if Licensee:

(i) fails to comply with any provision of this Agreement or any specification, standard or operating procedure or rule prescribed by DPF which relates to the use of any Product, Mark or the quality of the Products or the cleanliness or sanitation of the Store and does not correct this failure within seven (7) days after written notice is delivered to Licensee;

(ii) fails to pay when due any amount owed to DPF and does not correct such failure within ten (10) days after written notice is delivered to Licensee;

(iii) fails to conduct its operations under this Agreement in compliance with all Federal, state and local laws, ordinances, regulations and directives from governmental authorities, including without limitation, the Fair Labor Standards Act and all other laws and regulations pertaining to the employment of minors; as well as health and safety regulations, standards and guidelines under the Occupational Safety and Health Act (OSHA), and the Americans with Disabilities Act, and Licensee does not correct such failure within 24 hours if the violation

concerns a health issue and within seven (7) days if the violation concerns any other law, ordinance, regulation, standards, directive of a governmental official, or guideline referred to in this section. Notwithstanding the foregoing, if any law, ordinance, regulation, standard, directive of a governmental official, or guideline requires corrective action within a shorter period of time than allowed in this Agreement, the shorter period of time shall be substituted for the time set out above and Licensee agrees to take such corrective action within the shorter period of time.

(iv) has made any material misrepresentation on any record or report required by us under this Agreement or on your application for the license, or in any other application submitted to us;

(v) does not commence operations within ninety (90) days from the date of this Agreement

(vi) is judged a bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay debts as they become due, or a petition under any bankruptcy law is filed against Licensee or any of its owners or a receiver or other custodian is appointed for a substantial part of the assets of Licensee;

(vii) abandons or fails to continuously and actively sell all authorized Products under this Agreement as the schedule of events at the Store permits;

(viii) or any of its material owners or key management personnel is convicted of a felony, or a crime which substantially impairs the goodwill associated with the Marks or engages in any conduct which, in DPF judgment, adversely affects the reputation of the Store or the Domino's System, or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct misrepresentation or moral turpitude;

(ix) intentionally or negligently under-reports the gross sales of the Store;

(x) fails to pay to DPF the applicable license fee and interest due within ten (10) days after receipt of a final audit report which indicates an understatement of gross sales by Licensee;

(xi) fails to obtain or maintain insurance required by this Agreement and does not correct this failure within forty-eight (48) hours after written notice;

(xii) fails on three (3) or more occasions during any twelve (12) month period to comply with any one or more provisions of any license agreement for the Store (which includes not only this Agreement but also the license agreement in force immediately prior to this Agreement if this Agreement has been in effect for less than twelve (12) months), whether or not such failure to comply is corrected after notice is delivered to Licensee;

(xiii) fails to comply with any other provision of this Agreement or any specification, standard or operating procedure and fail to correct this failure within thirty (30) calendar days after written notice;

(xiv) fails to maintain possession of the Store;

(xv) any of your assets or items used in the operation of the Store are seized or you are otherwise denied the use of the property or access to the Store because of your failure to pay any taxing authority or any amount due a creditor of the Store, or because of any other act or omission of you or any of your owners; or, you fail to notify us of a tax levy or delinquency;

(xvi) you fail to cease operating the Store, or fail to correct the conditions in the Store causing a present threat of imminent danger to public health or safety, after notice to you as provided in Section 13.C of this Agreement; and

(xvii) you fail to comply with Section 9 "Solicitation of Employees" of this Agreement;

(xviii) you or your material owners violates any of the anti-terrorism provisions contained in this Agreement.

C. In the event that the conditions of the Store or operations at the Store, in our judgment, present a threat of imminent danger to public health or safety, we may require the immediate cessation of operations at the Store upon delivery of a notice to you. The notice shall contain the reason we believe immediate cessation of operations is required. The parties shall address the conditions and develop a plan to correct all deficiencies within seven (7) days of the delivery of the notice.

14. **Obligation Upon Termination or Expiration.**

A. Upon termination or expiration of this Agreement, Licensee agrees to:

(i) immediately return to DPF all copies of any Confidential and Training Materials;

(ii) immediately pay all license fees and other amounts which are due and owing;

(iii) immediately cease identifying the Store or any portion thereof as being associated with DPF;

(iv) take such action as may be required to cancel all assumed name or equivalent registrations relating to the use of any Mark;

(v) notify the telephone company, postal service, and all listing agencies in writing of the termination or expiration of your right to use all

telephone numbers, post office boxes, and all classified and other directory listings relating to the Store and to authorize in writing the transfer of these to us or our designee. You acknowledge that we have the sole rights to and interest in all telephone numbers, post office boxes, and directory listings relating to any Mark, and you authorize us to direct the telephone company, the postal service, and all listing agencies to transfer all telephone numbers, post office boxes, and directory listings to us or our designee and if you fail or refuse to do so, the telephone company, postal service, and all listing agencies may accept our direction as evidence of our exclusive rights in the telephone numbers, post office boxes, and directory listings and our authority to direct the transfer. Upon execution of this Agreement or at any time thereafter, you agree to execute any written authorizations or pre-approved authorizations in the form prescribed by us directing the telephone company, postal service, and any listing agencies to transfer all telephone numbers, post office boxes, and directory listing to us, or our designee upon the occurrence of any such termination or expiration;

(vi) immediately cease using the Marks and identifying yourself as a Domino's Pizza Store, including, without limitation, disabling and ceasing to permit the continued operation of any website relating to the Store or which utilizes the Marks; and

(vii) if you retain possession of the Store premises, at your expense, make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos and the like) as we require to fully eliminate its identification and appearance as a Domino's Pizza Store. If you fail or refuse to fully de-identify the Store to the extent and in the manner required by this Agreement, we may, at our option and in addition to other rights and remedies we may have, make the modifications that are contemplated by this Agreement on your behalf and you agree to promptly pay and reimburse us on demand for any costs incurred by us or our designee including, without limitation, the proportionate compensation of our or our designee's employees who devote time and render services in the de-identification of the Store.

15. **Post-Term Covenant.**

You agree that, for a period of one (1) year after termination or expiration of this Agreement, or the date on which you cease to operate the Store, whichever is later, you will not, directly or indirectly for the benefit of you or your owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, license, franchise, make loans to, or have any other interest, whether financial or otherwise, in any carry-out or delivery pizza store business located at the premises of the Store. You further agree for a period of one (1) year after the termination or expiration, or the date on which you cease to operate the Store, whichever is later, you or your owners will not, directly or indirectly, solicit or employ any person who is employed by us, by any entity controlled by or affiliated with us or by any other of our franchisees, nor will you or your owners induce or attempt to

induce any of these people to leave their employment without the prior written consent of their employers. The covenant contained in this section shall not be deemed to impair, modify or change any covenant not to compete or not to solicit/employ contained in any agreement for the purchase and sale of the Store and shall be in addition to all other obligations you have under this Agreement to us or our affiliates upon termination or expiration of the Agreement.

16. **Relationship of Parties.**

A. Licensee is, and at all times shall be construed to be, an independent contractor. Nothing contained in this Agreement shall be construed or considered to create between Licensee and DPF a relationship of partnership, employer and employee, franchisor and franchisee or principal and agent.

B. The persons who work at the Store are employees of Licensee and not the agents, servants or employees of DPF. DPF has no right to hire, discipline, schedule for work, supervise, terminate the employment, or direct the activities of the employees of Licensee.

C. Licensee shall:

(i) have complete charge of the management and operation of the Store;

(ii) hire and pay the wages and compensation of all of its employees and agents;

(iii) be responsible for all employment, withholding, income and other taxes incurred in connection with the operation of the Store;

(iv) pay all bills, expenses and other charges required, incurred or payable with respect to the sale of the Products at the Store; and

(v) not have the right or ability to execute any agreements or contracts for or on behalf of DPF or its successor or any subsidiary or affiliate.

D. If DPF, its successor or any subsidiary, affiliate or employee is subjected to any claim, demand or penalty or becomes a party to any suit or judicial or administrative proceeding by virtue of any claimed act or omission by Licensee, its employees or agents, or by reason of any act occurring on the premises of the Store, Licensee shall defend, indemnify and hold DPF, its successors and any subsidiaries, affiliates, employees, licensees and franchisees harmless against all judgments, settlements, penalties and expenses, including attorney's fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on DPF, its successors, subsidiaries, affiliates, employees, licensees or franchisees in connection with the investigation or defense relating to such claim or litigation or administrative proceeding. Licensee agrees to maintain worker's compensation insurance for its employees and comprehensive general liability and automobile liability insurance

coverage, each with limits of at least \$1,500,000 per occurrence, naming DPF as an additional insured on the liability policies.

17. **General Provisions.**

A. This Agreement and its performance shall be construed and interpreted in accordance with the laws of the state where the Store is located.

B. Section headings are for convenience only and shall not limit the enforceability or obligations contained therein.

C. The waiver of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach. Our acceptance of any payment from you or the failure, refusal or neglect by us or you to exercise any right under this Agreement or to insist upon full compliance with our or your obligations under this Agreement or with any specification, standard or operating procedure or rule will not constitute a waiver of any provision of this Agreement.

D. All written notices permitted or required to be delivered by the provisions of this Agreement or of the Operating Manual shall be deemed so delivered when delivered to you or the Store by (i) hand; (ii) three (3) days after having been placed in the United States Mail by Registered or Certified Mail; (iii) one (1) day after being placed in the hands of a commercial courier service for next day delivery; or (iv) one (1) day after transmission by facsimile or other electronic system (including via e-mail and including e-mails which you are the only addressee or one of multiple addressees). Notices delivered pursuant to this section including, without limitation, e-mail, shall be addressed to us at our most current principal business address or to you at the most current principal business address, e-mail or home address of which we have been notified in writing. You are obligated to provide us with a correct current address for your home and business and to notify us of any change in address within ten (10) business days. If you maintain an e-mail address for your business you agree to provide us with your business e-mail address and notify us of any change in your e-mail address within ten (10) business days. You understand and agree that providing us with notice of changes in addresses (including e-mail address) shall be made in the manner provided in this section for giving notices. If you fail to timely notify us of a change of address (including e-mail, business or home), all notices sent to the prior address will be deemed properly delivered.

E. If Licensee develops any new process, concept, improvement, or technique through the exercise of the rights granted hereunder, Licensee agrees to promptly notify DPF of such occurrence and provide DPF with the details. Licensee agrees that any such development or improvement shall be the property of DPF for use as DPF deems appropriate.

F. If any legal or equitable action is commenced, either to challenge, interpret, or to secure or protect its rights under or to enforce the terms of this Agreement, in addition to any judgment entered in its favor, DPF shall be entitled to recover such

reasonable attorney's fees as DPF or anyone acting on DPF's behalf may have incurred together with court costs and expenses of litigation.

G. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, agreements or understandings of the parties regarding the subject matter of this Agreement, provided that nothing in this Agreement or in any related agreement is intended to disclaim the representations made in any franchise disclosure document DPF delivered to Licensee in connection with this Agreement.

H. Licensee acknowledges that it has conducted an independent investigation of the business contemplated by this Agreement and recognizes that it involves business risks making the success of the venture largely dependent upon its business abilities. DPF expressly disclaims the making of, and Licensee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement. In addition, Licensee acknowledges and agrees that this Agreement may not be modified, amended or changed except by a writing signed by all parties. Licensee also acknowledges that this Agreement has been executed by us in the State of Michigan and that this Agreement is to be performed in part through services rendered in the State of Michigan.

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18 **Effective Date of this Agreement.** This Agreement shall become effective upon the date of its acceptance and execution by us.

DOMINO'S PIZZA FRANCHISING LLC

LICENSEE:

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

Its:

DATED: _____

DATED: _____

TERM BEGIN DATE:

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EXHIBIT A

Authorized Products

8-inch Parbake Pizza
14-inch Pre-Zesty Parbake Deep Dish Pizza
Cheese Bread
Cinnamon Bread
Buffalo BBQ Wings
Buffalo Hot Wings

8-inch Parbake Pizza
14-inch Pre-Zesty Parbake Deep Dish Pizza
Cheese Bread
Cinnamon Bread
Buffalo BBQ Wings
Buffalo Hot Wings
All Domino's ® line of Breakfast Biscuit Sandwiches
Domino's ® Potato Bites

8-inch Parbake Pizza
14-inch Pre-Zesty Parbake Deep Dish Pizza
Cheese Bread
Cinnamon Bread
Buffalo BBQ Wings
Buffalo Hot Wings
All Domino's ® line of Breakfast Biscuit Sandwiches
Domino's ® Potato Bites
Oven Baked Sandwiches

- Chicken Bacon Ranch
- Philly Cheese Steak
- Italian Sausage and Peppers

Chocolate Lava Crunch Cakes

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EXHIBIT B

This document outlines the credit terms and collection policies utilized by DPD for all purchases from the DPD's Supply Chain Centers made by franchisees and licensees.

CREDIT TERMS

These credit terms apply to customers who meet the following minimum criteria:

- In good standing with all Domino's Pizza entities with regard to payments
- No past due history with the Supply Chain Centers during the previous 6 periods
- New customer with no payment history

PAY ELECTRONICALLY BY INTRANET OR WIRE TRANSFER CREDIT TERMS:

- If payment is made electronically, all items delivered Monday through Sunday are due by the third Monday which is 15 days following Sunday. For example:

Mon	Tue	Wed	Thu	Fri	Sat	Sun	
1	2	3	4	5	6	7	Purchases made Mon - Sun (1st-7th)
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	Payment is due Monday the 22nd

- Payments made electronically must be initiated/transferred on or before the Monday due date. Domino's Online intranet transactions must be completed by 4:30 pm Eastern Time on the Monday due date. Check with your local bank for daily cutoff times for wire transfers. Payments initiated/transferred after the Monday due date cutoff time are considered past due.

Wire Information

JP Morgan Chase

Detroit, MI

Domino's Pizza

Distribution

ABA # 0210-0002-1

Acct # 46611

If Licensee fails to make payments when required herein, Licensee agrees, upon request by DPD, to post a security deposit with DPD for deliveries to the Store in an amount equal to an four (4) weeks of DPD Product sales based upon DPD's best estimate of the expected sales to Licensee during the twelve (12) months following the request. Other terms of DPD's credit policy apply.

EXHIBIT J

SITE DEVELOPMENT AGREEMENT

Store # _____

Site Development Agreement

This Site Development Agreement ("Agreement") is made and entered into as of _____, 20____, between Domino's Pizza Franchising LLC ("DPF") and _____ with a principal office located at _____ ("Licensee").

RECITALS

WHEREAS, DPF franchises and licenses others to operate retail outlets specializing in the sale of pizza and related food products and featuring carry-out services under the name "Domino's Pizza" and other related valuable trademarks, service marks and commercial symbols in connection with the operation of Domino's Pizza Stores (the "Marks").

WHEREAS, Licensee owns, leases, manages and/or desires to operate a food service program at _____ (the "Facilities").

WHEREAS, the parties hereto are entering into a separate License Agreement for the purpose of granting limited permission for Licensee to sell certain Domino's Pizza products at the Facilities.

WHEREAS, Licensee has agreed to make certain modifications and improvements to the Facilities on or before signing the License Agreement in order to promote the goodwill associated with the Marks and to comply with DPF specifications, standards, operating procedures and rules relating to the function and appearance of the Facilities and its equipment, fixtures, furniture, decor and signs.

NOW, THEREFORE, the parties agree as follows:

1. **Equipment**. Licensee has the option of purchasing equipment for use in the Facilities from any approved supplier that sells equipment meeting the DPF specifications. Licensee may purchase equipment that is necessary for Licensee to use in the operation of the Facilities from Domino's Pizza Distribution LLC ("DPD"). Licensee may also purchase used/reconditioned equipment, including but not limited to a makeline and oven. Licensee shall bear the risk of loss if Licensee purchases used or reconditioned equipment, except for any warranty given by the seller or manufacturer. All equipment shall meet the specifications and standards set out in the Domino's Pizza Manager's Reference Guide. Licensee agrees to place the order for all equipment to be used in connection with the sale of Domino's Pizza products at the Facilities by no later than _____, 20____, or such other date as the parties may subsequently agree in writing.
2. **Image**. Licensee agrees to remodel the interior of the Facilities where Domino's Pizza products will be sold to include the Domino's Pizza image front elevation of counter area, interior signage and menuboard. Licensee agrees to commence

this remodeling by no later than _____, 20____, or such other date as the parties may subsequently agree in writing, and once commenced Licensee will work with diligence to complete the remodeling as soon as is practicable.

3. **Exterior Signage.** Licensee agrees to add a Domino's Pizza approved building and/or roadside signage sign that is highly visible to _____, on or before three (3) business days prior to commencing the sale of Domino's Pizza products at the Facilities.
4. **Target Open Date:** Licensee agrees to begin operations at the Facilities by no later than _____, 20____,
5. **Permits and Permissions.** Licensee shall be responsible for obtaining all permits and permissions necessary to carry out the terms of this Site Development Agreement. Licensee shall perform the tasks contemplated by this Agreement in accordance with all laws, ordinances, codes, and directives of governmental bodies or enforcement agencies having jurisdiction over the tasks performed and the results.
6. **Indemnity.** Licensee shall be responsible for all labor and material furnished to the Facilities and agrees to defend, indemnify and hold DPF and its affiliates harmless from any liability (including the fees of an attorney that may be selected by Licensee) therefore. Notwithstanding the foregoing, any warranties on the equipment purchased from DPD shall remain in effect and shall inure to the benefit of Licensee.
7. **Breach of Agreement.** Breach of this Agreement by Licensee shall also be a breach of the License Agreement.
8. **Survive License Agreement.** The rights and obligations of the parties under this Agreement shall not be terminated by execution of a License Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set out above.

Licensee:

Domino's Pizza Franchising LLC

By: _____

By: _____

Its: _____

Joseph P. Devereaux
Its: Assistant Secretary, CFE

Dated: _____

Dated: _____

EXHIBIT K

DOMINO'S PIZZA HELP DESK SERVICES AGREEMENT

Domino's Pizza Help Desk Services Agreement

This Help Desk Services Agreement (this "Agreement"), dated _____, 20__, is by and between Domino's Pizza LLC ("Domino's") and _____ ("Franchisee").

WHEREAS, Domino's has agreed to offer help desk services via a toll-free telephone number (the "Services") for Domino's Pizza franchisees who own Domino's Pizza stores (each a "Store" and collectively, the "Stores") operating the Domino's PULSE computer system. The Services shall include assistance with Domino's PULSE problem resolution, answering of questions and general assistance in Domino's PULSE use.

WHEREAS, Franchisee desires to have the Stores listed on Exhibit A, as may be updated from time to time, receive the Services according to the terms of this Agreement and the rules, standards and policies set from time to time related to the Services.

NOW THEREFORE, in consideration of the premises, the mutual promises contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Term; Termination

1.1 The term of the Agreement shall commence upon acceptance of this Agreement by Domino's at its offices in Ann Arbor, Michigan, and shall remain in force for a period of one (1) year (the "Original Term"), except as otherwise stated. At the end of the Original Term, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term" and collectively with the Original Term, the "Term"), unless cancelled by either party by giving not less than sixty (60) days' written notice prior to the expiration of the Initial Term or a Renewal Term, as the case may be.

1.2 Either party may terminate this agreement in the event of any breach by the other party which breach is not cured within thirty (30) days after receipt of written notice of such breach.

1.3 Domino's may terminate the Agreement: (i) at any time on forty-five (45) day written notice to Franchisee; or (ii) in the event of nonpayment by Franchisee if such breach is not cured within ten (10) days after receipt of written notice.

1.4 Franchisee may terminate this Agreement at any time upon forty-five (45) day written notice to Domino's.

1.5 This Agreement shall terminate immediately upon (a) Franchisee's bankruptcy or insolvency; (b) the cessation of Franchisee's business operations as a Domino's Pizza franchisee or the termination or non-renewal of the Standard Franchise Agreement for the Store; or (c) the cessation of Franchisee's use of the Domino's PULSE system.

1.6 Franchisee may assign this Agreement to a purchaser of the Stores who has entered into a Standard Franchise Agreement with Domino's and agrees to be bound by the terms hereof.

2. Fees and Charges; Invoices and Payment

2.1 The fees for the Services (the "Fees") are stated in United States dollars and are as follows:

Number of Incidents	Fees
12	475.00
24	900.00
36	1260.00
100	3200.00

2.2 At the inception of the Agreement, Franchisee shall select one of the above-listed number of incidents to be covered under the Services and shall be charged the corresponding fees listed in Section 2.1 above, to be paid in accordance with the payment provisions herein. Nothing herein shall be construed to mandate that Franchisee purchase additional Services during the Term.

2.3 During the Agreement, Franchisee may purchase Services for additional incidents to supplement the amount Franchisee initially purchased under this Agreement. Franchisee shall be able to purchase such additional incidents in the number of incidents and for the fees listed in Section 2.1 above, to be paid in accordance with the payment provisions herein.

2.4. Franchisee agrees to accept an invoice from Domino's for all fees and remit payment via the Domino's Online Payment System or as otherwise from time to time instructed by Domino's. Domino's will send the invoice to the Franchisee's corporate address. Payment is due upon receipt of invoice, without set-off or claim. If payment is not received within thirty (30) days from receipt of invoice Domino's may: (i) assess a charge not to exceed one and a half percent (1.5%) percent per month on all amounts due; and/or (ii) pursue other remedies available at law, or pursuant to other agreements between Franchisee and Domino's, or pursuant to this Agreement. All prices and payments are in U.S. dollars.

2.5 All Services purchased shall be non-cancelable, non-refundable and all obligations of Domino's to provide the Services shall terminate upon the termination of this Agreement for any reason. All Services shall expire upon the fifth (5th) anniversary of purchase and Domino's shall have no further obligations for such expired Services.

3. No Warranties

ALL PRODUCTS AND SERVICES DELIVERED PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS AND CONDITIONS OF THIS AGREEMENT CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY.

4. Limitation of Liability

DOMINO'S SHALL HAVE NO LIABILITY WHATSOEVER UNDER THIS AGREEMENT FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, LOSS OF PROFITS OR EXEMPLARY DAMAGES UNDER ANY CIRCUMSTANCES, WHETHER BASED ON TORT OR BREACH OF CONTRACT CLAIMS OR ON ANY OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DOMINO'S SHALL NOT BE LIABLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.

5. General

6.1 This Agreement and all addenda supersedes in full all prior discussions and agreements, oral and written, between the parties relating to the Services and constitutes the entire agreement between the parties relating to the Services. This Agreement may be modified or supplemented only in writing signed by an authorized representative of each party.

6.2 Neither party shall be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, strikes or inability to maintain labor or materials on time.

6.3 If any provision of this Agreement shall be deemed illegal or otherwise unenforceable, that portion shall be severed and the remainder of this Agreement shall remain in full force and effect. A waiver shall be effective only if made in writing and signed by an authorized representative of both parties. The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance.

6.4 All required notices under this Agreement shall be sent to the recipient party's address stated in this Agreement, unless otherwise changed in writing by the respective party. All notices shall be given by certified or registered mail, or overnight carrier. Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice.

6.5 This Agreement shall be governed by the laws of the State of Michigan.

6.6 Neither party to this Agreement is, or shall represent itself to be, an agent, partner, or employee of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, agency, or partnership, or any relationship other than independent parties to a contract. Each party retains control of the day to day activities of its respective business.

6.7 Failure by either party to enforce any provision of this Agreement shall not constitute a waiver or affect its right to require future performance thereof, nor shall its waiver of any breach of any provision of this Agreement constitute a waiver of any subsequent breach or nullify the effectiveness of any provision. No waiver shall be binding

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Domino's Pizza LLC

Franchisee _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address for notices: _____

Address for notices: _____

E mail address: _____

EXHIBIT L

SALE OF ASSETS AGREEMENT

SALE OF ASSETS AGREEMENT
(Sale of Store(s) # _____)

This Sale of Assets Agreement (the "Agreement") is dated as of the ____ day of ____, and is entered into by and between **Domino's Pizza LLC**, a Michigan limited liability company, having its principal place of business at 30 Frank Lloyd Wright Drive, P.O. Box 997, Ann Arbor, Michigan 48106-0997 ("Seller"), and _____, a _____ having its principal place of business at _____ ("Buyer").

WHEREAS, Seller is the owner of assets used in _____ retail pizza Store(s), (the "Store(s)"), which are known as Store(s) # _____, located at the following addresses:

<u>Store Number(s)</u>	<u>Store Address</u>
_____	_____

and,

WHEREAS, Seller wishes to sell, and Buyer wishes to buy, the assets used in the operation of the Stores and certain associated rights and obligations, all of which are more particularly described below, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Recitals

The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

II. Identification and Delivery of Assets

A. At the Closing (as defined below), Seller shall sell and Buyer shall buy the following described property used in or in conjunction with the operation of the Stores as of the close of business on _____ (hereinafter called the "Assets"):

1. All equipment used in the operation of the Stores, including but not limited to, all ovens, refrigeration units, coolers, HVAC units, tools, and utensils;
2. All office furniture and other furnishings in the Stores, including but not limited to, file cabinets, shelving, storage units, and equipment racks;
3. All interior and exterior leasehold improvements in the Stores, including but not limited to, all counters, storage, makelines, wall coverings, floorings, maps, security devices, safes, and signs;
4. Domino's PULSE store computer systems (hardware, including printers, peripherals, and license for software). Buyer has entered into the standard form of license agreement with Domino's Pizza Distribution LLC and related agreements, including the standard agreement for maintenance and help desk services, for the Domino's PULSE system in the Stores, and Buyer shall maintain the system as the Stores' computer system;
5. All other supplies and paper goods;
6. An assignment of the right to use the telephone numbers for the Stores and the related electronic equipment (including credit card processors) and all existing and pre-paid telephone listings and advertising, subject to the terms of the Standard Franchise Agreements;
7. All uniform shirts, hats and uniforms in the Stores;
8. All Hot Bags and other HeatWave/Hot Bag equipment and supplies;

9. All goodwill associated with the Stores;
10. A functional credit card processing system, along with all processing equipment, including modem and the use of phone lines and numbers necessary or useful to use the equipment; and
11. Assignment of the real estate leases for the premises where the Stores are located, but only for the remainder of the current term, substantially in the form of Exhibit D.

A general summary of these items is set out on Exhibit A and the parties agree that Exhibit A may be attached to the Bill of Sale and other documents as a general description of the property and rights being sold and transferred hereunder, but failure to do so shall not affect the validity of the sale.

- B. The following assets of the Stores shall be excluded from the sale:
 1. Accounts receivable of the Stores;
 2. Any assets or rights of Seller not directly used in the Stores; and
 3. Cash on hand, including cash in tills (the "Cash"), and Buyer will reimburse Seller for the Cash at Closing.
- C. As of the close of business on _____, Seller and Buyer shall prepare a written schedule setting forth a full and complete identification and count of all items comprising the assets to be sold as described in the foregoing paragraph A of this Article II. Upon its completion, the schedule shall be attached as Exhibit B and incorporated herein by reference as the description of the Assets to be sold. Exhibit B, along with Exhibit A, may also be attached to the Bill of Sale but failure to do so shall not affect the validity of the sale.
- D. At the Closing, in consideration of the sale of the Assets by Seller to the Buyer, Buyer shall deliver to Seller, unless the same has already occurred, the following:
 1. Standard Franchise Agreements with Domino's Pizza Franchising LLC ("Franchise Agreements") and related covenants for the Stores, signed by Buyer and the Buyer's owners;
 2. Buyer's written assumption of the obligations under the contracts listed on Exhibit I, and the signed Bill of Sale;
 3. Proof of insurance coverage as required by this Agreement or the Franchise Agreements for the Stores;
 4. A certificate of incumbency and board of director and shareholder resolutions from the Buyer < or members and managers or shareholders and directors>, executed by the <President or Managing Member> of Buyer, certifying the due authorization to enter this transaction and the names of the persons having authority to do so; and
 5. A signed copy of the assignments of the lease for the premises where the Stores are located, in the form of Exhibit D;
- E. At the closing hereof Seller shall deliver possession of the Assets to Buyer unless the same has already occurred and in addition, shall deliver to Buyer the following:
 1. An assignment of any contract which Buyer has agreed to assume, in the form of Exhibit E and an authorization to use the telephone numbers for the Stores, in the form of Exhibit J, subject to Seller's rights under the Franchise Agreement;
 2. A bill of sale, in the form of Exhibit F, conveying the Assets to Buyer;
 3. Signed copies of the assignments of leases for the Stores' premises, substantially in the form of Exhibit D; and

4. Copies of the Franchise Agreements signed by Domino's Pizza Franchising LLC.

III. Purchase Price and Terms

The purchase price for the Assets and the rights and intangibles to be transferred to Buyer, subject to the adjustments provided for in this Agreement, shall be _____ Dollars (\$ _____) ("Purchase Price") which shall be paid by Buyer to Seller on or before Closing in the following manner:

- A. The Purchase Price of _____ (\$ _____), which shall be paid by Buyer to Seller in cash at any time prior to Closing in readily available funds by wire transfer to an account designated by Seller;
- B. Any other amount due under the Sale of Assets Agreement (including amounts for advertising - prepaid print) shall be paid in cash, or equivalent, at Closing; and
- C. The parties further specifically agree upon the Purchase Price Allocation set forth at Exhibit G and will promptly execute and deliver such other forms or documents as may be appropriate or required by any taxing authority to verify this allocation. This provision shall survive Closing.

IV. Additional Charges and Expenses; Reimbursement Items

In addition to the Purchase Price, as mentioned in paragraph III, Buyer agrees to reimburse Seller for various reimbursement items as more fully described on Exhibit H, and which result from Seller's acquisition of the Stores on the same date as Closing. The amounts for reimbursement items will be in addition to the Purchase Price due and shall be estimated prior to Closing and paid by Buyer to Seller with the Purchase Price prior to Closing. Buyer will pay to Seller any additional amounts due and Seller will reimburse any overpayment amounts to Buyer under this agreement within fifteen (15) calendar days of Closing. If the parties do not know all of these amounts as of Closing, Seller will obtain the information after Closing and Buyer agrees to reimburse Seller for these amounts. In addition to the Purchase Price, Buyer shall pay to Seller at Closing the cost of all food and beverage items on hand at the Stores or on order for the Stores as detailed on Exhibit B.

V. Closing, Risk of Loss and Prorations

- A. The closing hereof shall take place on _____ at 10:00 a.m. at _____, or at such other time of day and location as the parties may agree. All payments to be made and documents to be delivered at the Closing shall be consummated at that time and place unless further agreement thereto is made by the parties.
- B. It is hereby acknowledged and agreed that Buyer shall have possession of the Assets and the premises as of the close of business on _____ and all risk or loss to the Assets and all obligations of whatever sort or nature arising from the ownership or operation of the Stores from and after the close of business on _____, shall be that of Buyer and Buyer will hold Seller harmless from obligations of Buyer arising out of the ownership or operation of the Stores on or after Closing. Seller shall hold Buyer harmless from claims and obligations arising out of the operation of the Stores prior to prior to Closing.
- C. All taxes, rentals, utility bills, pre-paid advertising, real estate and personal property taxes, insurance, amounts due under service contracts or marketing related agreements assigned to and agreed to be assumed by Buyer; and other expenses and obligations of the Stores shall be prorated as of the date of Closing, as more fully described on Exhibit H.

VI. Buyer's Covenants

- A. The Assets are being purchased for use in the Buyer's business as a Domino's Pizza franchisee pursuant to the Franchise Agreements with Domino's Pizza Franchising LLC and for no other purpose and the closing of this transaction is conditioned on Buyer being approved as a franchisee and Buyer and Buyer's owners signing the Franchise Agreements and covenants of owners and any other related agreements.
- B. Buyer agrees to promptly pay all taxes and penalty and interest thereon, if any, as well as any other taxes, including sales, unemployment, real estate, and personal property and similar taxes (all taxes other than Seller's income taxes) which accrue on or subsequent to the date of closing arising out of this transaction or the operation of the Stores or use of the Assets. Buyer shall also pay before delinquent all taxes and assessments which are or may be levied against, or which may constitute a lien upon the Assets on or subsequent to the date of Closing and Buyer further agrees to specifically defend and indemnify Seller from all claims or demands arising from such taxes, including penalties and interest, or liens. In the event that Buyer receives any notice of taxes or liens relating to the Assets which are attributable to Seller's ownership of the Assets prior to the date of Closing, Buyer agrees to promptly provide any such notice and materials to Seller. Seller shall promptly pay all taxes, penalty and interest, if any attributable to Seller's ownership of the Assets and/or period of ownership of the Assets and Seller further agrees to specifically defend and indemnify Buyer from all claims or demands arising from such taxes or liens accruing prior to the date of Closing.
- C. Buyer agrees to participate in all local Co-ops, assume, and maintain local advertising and promotional programs for the Stores at the same level as required by the Co-ops, the terms of the Franchise Agreements, and any other contractual obligations concerning marketing and advertising for the Stores. In this instance Buyer agrees to the terms of the "Domino's Pizza DMA CO-OP Supplemental Contribution Agreement" for the _____ DMA, which at present require a ____% total DMA Co-op contribution for the Stores through _____, subject to such changes as are approved by the Co-op. Buyer agrees to execute and deliver to Seller at closing a Supplemental Contribution Agreement in the form of Exhibit C, evidencing the agreed Co-op contributions. In addition to the foregoing, Buyer agrees to assume and be responsible for payments due under any existing agreement and any direct mail contractor for direct mailings for the Stores. Buyer also agrees to participate in the Co-op in future years. This agreement shall survive Closing.
- D. Should Buyer fail to pay any part of the amounts herein to be paid to Seller by Buyer within fifteen (15) days after demand, Buyer shall pay to Seller interest on such delinquent payment from the due date thereof until paid at fourteen percent (14%) per annum, or at the highest legal rate if that rate is lower.
- E. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of _____; has all requisite power to own, lease and operate its assets, properties and business and to carry on its business as a Domino's Pizza franchisee as now conducted.
- F. _____ is the President and Director of the Buyer and has the full right, power and authority to enter into, sign and deliver this Agreement and all documents related to this transaction.

- G. Buyer and _____ have taken all actions necessary to authorize Buyer to enter into and perform its obligations under this Agreement and all other documents related to this transaction. This Agreement is, and as of the Closing Date this Agreement and the other documents related to this transaction will be, the legal, valid and binding obligations of Buyer, enforceable in accordance with their respective terms.

VII. Time of the Essence

Time is of the essence of this Agreement. The acceptance by either party of partial or delinquent payment or performance, or failure of either party to exercise any right or remedy shall not be a waiver of the party's obligations or rights, or constitute a waiver of any other or similar act or omission occurring at a later date. Failure at times to insist upon strict performance hereunder shall not be deemed as a waiver or bar to later insist upon strict performance of all of the terms of this Agreement.

VIII. Buyer's Inspection

Buyer acknowledges by execution hereof that Buyer has made a complete inspection of the Assets and the Stores premises which are the subject of this Agreement, is satisfied with the condition and suitability of same, and accepts the Stores premises and all the Assets "AS IS." From and after Closing, Buyer shall assume all responsibility that the Stores premises comply with all laws, ordinances, directives of the government and its agencies, and regulations, regardless of the condition at Closing. To the best of Seller's knowledge no governmental body or enforcement agency has notified Seller that the Stores premises or the assets being conveyed herein do not comply with all laws ordinances, directives of the government and its agencies, and regulations. Seller makes no other warranties or any warranties as to the fitness, use or merchantability of the Stores premises or the Assets, ANY SUCH WARRANTIES BEING HEREBY EXPRESSLY NEGATED. Buyer may enforce in the name of Seller any warranties, if any, which may have been made by the manufacturer of the Assets. No defect, unfitness, unmerchantability or malfunction of the Assets or the Stores premises shall relieve Buyer of the obligation to make the payments or perform the obligations required hereunder. This provision shall survive the Closing.

IX. Buyer's Use of Assets; Indemnifications

Buyer shall defend and indemnify Seller against, and hold Seller harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including attorneys' fees, arising in connection with the Assets or the Stores premises after the close of business on _____, including, without limitation, the condition of the Stores premises and the manufacture, delivery, possession, use, operation, or return of the Assets and the recovery of claims under insurance policies.

X. Seller's Use of Assets; Indemnifications

Seller shall defend and indemnify Buyer against, and hold Buyer harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including attorneys' fees, arising in connection with the Assets or the Stores premises prior to the close of business on _____, including, without limitation, the condition of the Stores premises and the manufacture, delivery, possession, use, operation, or return of the Assets and the recovery of claims under insurance policies. Seller's liability under this section shall not exceed the Purchase Price, less Seller's cost of this transaction.

XI. Choice of Law and Litigation

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan. Any suit or action arising out of, related to, or in connection with this Agreement, or any instrument or document executed pursuant thereto, shall be filed and maintained in Washtenaw County, Michigan, or such other jurisdiction as to which Seller may expressly agree in writing. Buyer hereby irrevocably authorizes and directs the judge in any court other than ones named above to promptly dismiss any such suit or action, with prejudice and at plaintiff's costs, unless Seller shall have consented in writing to the venue and jurisdiction of the suit or action.

XII. Benefit of Agreement

This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, the assigns of Seller, and the Buyer. Buyer may not assign this Agreement or delegate its duties hereunder without the prior written consent of Seller. Seller may assign its rights in this Agreement and all other documents executed in connection with this transaction.

XIII. Entire Agreement

This instrument, including the Exhibits, constitutes the entire Agreement between Buyer and Seller concerning the subject matter of this Agreement. This Agreement shall be binding when signed by an authorized agent of each party and may be executed in one or more counterparts, all of which shall constitute one original. The terms of this Agreement may be altered only by a writing signed by Buyer and Seller.

XIV. Authorization

Seller is fully authorized and empowered to release to its affiliated companies or other creditors any information concerning this Agreement, including but not limited to the type, location, condition and amount of fixtures and equipment involved; the total purchase price; the inclusive dates of the Agreement, and any other matter or fact related to the transaction or Buyer and Seller's relationship hereunder. Buyer further releases and holds Seller harmless from any liability for releasing any such information pursuant to the paragraph.

XV. Notices

Except as otherwise provided in this Agreement, all notices, demands or other communications given under this Agreement shall be in writing, and shall be either hand delivered or mailed to the address of each party as first above set forth, said mailing to be by certified United States government mail, or by recognized overnight commercial courier service, with notice to be effective upon delivery or on the second business day after mailing by certified mail. Either party may, by written direction to the other, change the address to which notice shall be sent.

XVI. Bulk Sales

Buyer and Seller both agree to waive compliance with any applicable bulk sales provision or similar law.

XVII. Compliance With Lease

Buyer agrees to assume the real estate lease for the Stores, by executing an Assignment of Lease for each store premises in the form of Exhibit D attached hereto. In connection with Buyer's assumption of the leases, Buyer shall promptly pay when due all rent, additional rent, taxes, assessments and utility charges and fully comply with all of the terms of the leases for the Stores' premises. Buyer shall defend, indemnify and hold Seller harmless from any liability under the leases from and after the close of business on _____, including Seller's attorneys' fees. Unless its liability ends sooner, Seller shall have no liability under the leases for the Stores upon the first to occur of any of the following: (i) the termination or expiration of the present term of the lease; (ii) a material modification of the lease; or, (iii) Seller's release from liability under the lease. Buyer will not exercise any option to renew any lease unless Seller is released from any further liability under the lease as of the expiration of the current term.

XVIII. Assumption Of Seller's Other Contractual Obligations

Buyer shall assume those contracts, agreements, and obligations listed and disclosed on Exhibit I, by executing an Assignment of Contracts in the form of Exhibit E. Conditioned on the Closing, Buyer agrees to defend, indemnify and hold Seller harmless from and against any obligation, breach or other liability arising out of an assigned contract, which accrues subsequent to Closing. Seller agrees to defend, indemnify and hold Buyer harmless from and against any obligation, breach or other liability arising out of an assigned contract, which accrues prior to Closing. Seller's liability under these contracts shall end upon termination or expiration of the current term and Buyer agrees that the terms of any renewal or continuation of these contracts or agreements by Buyer shall be without further liability to Seller.

XIX. Tenancy

Buyer acknowledges and agrees that Seller does not own the building or real estate where the Assets are located and Seller does not warrant that it has a continuing right to possession of the Stores' premises.

XX. Bill of Sale

Upon payment in full of all sums due and owing Seller hereunder and upon full and faithful performance of all the terms of this Agreement by the Buyer on its part to be performed, Seller shall execute and deliver to Buyer a Bill of Sale in the form of Exhibit F, evidencing conveyance of the Assets to Buyer.

XXI. Severability

Seller and Buyer agree that if any provision of this Agreement is capable of two constructions, one of which would render the provision illegal or otherwise voidable or unenforceable and the other of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed simply according to its fair meaning and not strictly against Buyer or Seller. It is the desire and intent of Buyer and Seller that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies in force. If any provision is nonetheless held to be void or unenforceable, all of the others shall remain in full force and effect.

XXII. Confirmation of Prior Acts or Performance

In the event that any act or performance required by the parties hereto has occurred prior to the date of execution of this Agreement, all of the same are hereby agreed to and ratified as being in performance hereof.

XXIII. Headings

The headings of each article are for the convenience of the parties only, are not part of this Agreement, and shall not be considered when interpreting or enforcing the terms of this Agreement.

XXIV. Proof of Proper Insurance Coverage

Notwithstanding any other provision of this Agreement, it is expressly agreed between the parties that this sale is contingent upon Buyer obtaining and maintaining proper insurance coverage for all aspects of the operation of the Stores in compliance with the Franchise Agreement, effective on or before Closing. Buyer agrees to furnish Seller with proof of such insurance coverage at or prior to Closing. The provisions of this article shall survive the closing. Nothing set forth in this Article shall limit any other right or remedy granted Seller.

XXV. Confidentiality

Buyer and _____ each agree to keep the terms of this Agreement confidential and to maintain this confidentiality for a period of three (3) years after Closing. Information regarding this transaction may be released if required by law. Buyer and _____ may discuss this transaction with Buyer's accountant, attorney, lender and insurance agent on a need-to-know basis provided those persons are informed of this confidentiality provision and agree to keep the terms confidential.

XXVI. Continued Operation

Buyer shall be responsible for transferring any business licenses and permits and taking any other action necessary for the continued operation of the Stores. Any additional expense or improvements required to continue operation of the Stores shall be the responsibility of Buyer.

XXVII. Employment Matters

Seller will terminate the employment of all persons working at the Stores as of the close of business on the day before Closing and Buyer may hire those persons to continue to work on and after that date and time. Buyer agrees not to solicit the employment of, or in any way attempt to induce any other employee of Seller, or an employee of any franchisee, to terminate his or her employment, and accept a position of employment with Buyer. Buyer agrees to offer substantially similar jobs with substantially similar wages and benefits in the same or similarly located stores to a substantial number of qualified persons employed in the Stores just prior to Closing.

Seller agrees to pay all salary, vacation pay and benefits due Seller's store employees for amounts due prior to the close of business on the day before Closing, in the normal course of Seller's payroll cycle and shall indemnify Buyer from any liability therefore. It is understood that depending on the date of closing, these payments may be made after Closing. Notwithstanding the foregoing Seller shall comply with state law concerning payment of wages to terminated employees.

Buyer further agrees to cooperate with Seller regarding COBRA continuation coverage, if such cooperation is necessary.

XXVIII. Delivery Areas

Buyer is familiar with the approved delivery areas for the Stores as those areas are described on maps attached to the Franchise Agreements. Buyer agrees to independently evaluate delivery service for the Stores within thirty (30) days after Closing, and to independently determine Buyer's own delivery service policies, in accordance with standards and the Franchise Agreements. Buyer shall not assert, as a defense or as a claim, that Buyer is not familiar with any delivery area or that Seller is responsible for delivery service policies or limitations in any delivery area of the Stores from on and after Closing. Buyer agrees to make deliveries only to the addresses within the Delivery and Service Area for the Stores. Buyer also agrees not to make deliveries to any address outside of the approved Delivery and Service Area for the Stores.

XXIX. Domino's PULSE System

Buyer has entered into the standard form of License Agreement with Domino's Pizza Distribution LLC, including the standard agreement for maintenance and support services. Buyer shall, at Buyer's expense, ensure that Buyer and _____ and Buyer's employees are properly trained in the use of the Domino's PULSE system. Buyer or _____ shall be responsible for any costs associated with the training. Buyer shall subscribe for the standard maintenance and support of the system and shall pay the fees associated with maintenance and support as set out in an Addendum to the License Agreement, as the same may be modified as permitted by the License Agreement and shall pay the costs and fees when due.

XXX. Other Provisions

- A. Any other special provisions or agreements between Buyer and Seller shall be set forth on a page attached hereto and shall be signed and dated by both parties. When any provision hereof contemplates action by a party on or after Closing, that provision shall survive the Closing.
- B. The parties represent and warrant to each other that said party has the authority and legal capacity to enter this Agreement and to carry out the terms thereof and the parties intend for the other to rely on the representations and warranties contained herein.
- C. Each party shall be solely responsible for its own costs and expense (including attorneys' fees and accountants' fees) incurred in connection with this Agreement and the consummation of the transactions contemplated hereby.
- D. To the extent that either party receives funds on or after the closing date which are attributable to the other party's period of ownership (including but not limited to receipts from credit card sales, Coca-Cola rebates, and the like), then the party receiving such funds agrees to immediately notify the other party and to forward such funds to the other party.

- E. Buyer is not the successor business of Seller.
- F. Buyer authorizes Seller to insert the date and to complete any blank spaces in this Agreement and any exhibit and execution copy of any document related to this transaction in a manner that is consistent with the circumstances and the agreement of the parties.

The parties acknowledge reading, understanding and fully agreeing to all of the terms hereof.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

Witness

Witness:

Seller: Domino’s Pizza LLC

By: _____
_____, _____

Buyer: _____, a _____

By: _____
_____, its _____

Buyer’s FEIN: _____

SALE of ASSETS AGREEMENT

EXHIBIT A

SUMMARY OF ITEMS OF PROPERTY IN THE STORES

1. All equipment used in the operation of the Stores, including but not limited to, all ovens, refrigeration units, coolers, HVAC units, tools, and utensils;
2. All office furniture and other furnishings in the Stores, including but not limited to, file cabinets, shelving, storage units, and equipment racks;
3. All interior and exterior leasehold improvements in the Stores, including but not limited to, all counters, storage, makelines, wall coverings, floorings, maps, security devices, safes, and signs;
4. Domino's PULSE Store computer systems (hardware, including printers and peripherals and license for software) and credit card processing machines and system;
5. All supplies and paper goods;
6. An assignment of the right to use the telephone numbers and all existing and pre-paid telephone listings and advertising, subject to the terms of the Franchise Agreements;
7. All uniform shirts, hats and uniforms; and
8. All Hot Bags and other Heat Wave and Hot Bag equipment and supplies.

IN ADDITION TO AN IDENTIFICATION AND COUNT OF ITEMS COMPRISING THE "ASSETS" TO BE COMPLETED BY THE PARTIES ON THE DAY BEFORE CLOSING, INITIALED, AND ATTACHED TO THE AGREEMENT AS PART OF THIS EXHIBIT "A"

Store Numbers

Store Addresses

Buyer

Seller

SALE of ASSETS AGREEMENT
EXHIBIT B

[INVENTORY AND COUNT SHEET TO BE COMPLETED _____ AND ATTACHED]

SALE of ASSETS AGREEMENT
EXHIBIT C
FORM OF DMA SUPPLEMENTAL CO-OP CONTRIBUTION AGREEMENT
Domino's Pizza
DMA CO-OP Supplemental Contribution Agreement

DMA Co-op Name: _____

Date of Meeting: _____

Name of Franchisee: _____

The Franchise agrees to make supplemental Co-op contributions for the franchisee's Stores listed below, subject to such changes as may be approved by the CO-OP:

Stores #	Total DMA Co-op Contribution
	_____% through _____

Franchisee authorizes collection of contributions at the percentage rate shown for each Stores listed above for the time period set out above, subject to changes approved by the CO-OP. *(The percentage rate shown above includes both the contractual obligation under the Franchise Agreements and the supplemental contribution.)*

This agreement to contribute the supplemental contribution is in addition to any other obligation that the Stores or the Franchisee may have to contribute under the Franchise Agreements.

By _____

Date

Proxy: Yes / No
(Circle one)

Representative of Franchisee

Acknowledged By

SALE of ASSETS AGREEMENT
EXHIBIT D

FORM OF ASSIGNMENT OF REAL ESTATE LEASE

(Store # _____)

On _____, Domino's Pizza _____ entered into a lease (the "Lease") with _____, ("Landlord") for premises located at _____. The Lease, as modified, assigned and extended through _____, ("Present Term"), is hereinafter referred to as the "Lease". FOR VALUE RECEIVED, Lessee hereby sells, assigns, transfers and sets over unto _____, a _____ ("Assignee"), and a Domino's Pizza franchisee, the rights and interest of Lessee in and to the Lease, except for the right to extend the Lease beyond the Present Term where Assignee is not released from further liability.

This Assignment shall not release Lessee from liability under the Lease until the end of the Present Term of the Lease, or such sooner time as may be permitted under the Lease, whether by payment of a termination fee or otherwise, and at that time Lessee shall be released from any further liability under the Lease. This Assignment may be signed in counterparts.

Assignee assumes all the obligations of Lessee under the Lease and agrees to perform all the terms, covenants and conditions, and pay the rent as therein stipulated, pursuant to this assignment. In addition, Assignee has the right to any and all options to renew the Lease contained therein.

Lessee agrees to defend and indemnify Assignee for any liability arising under the Lease prior to the date hereof and Assignee agrees to defend and indemnify Lessee from any liability arising under the Lease on or after the date hereof.

This agreement may be executed in one or more counterparts, each of which constitutes an original and is admissible in evidence, and all of which constitute one and the same agreement.

Dated _____.

Domino's Pizza LLC

By: _____
_____, _____

Accepted by _____

Landlord consents to the assignment and assumption of this Lease as of _____ according to the terms set out above and agrees that as of that date Domino's Pizza LLC is not in default under the Lease.

Landlord:

By: _____
Name: _____
Title: _____
Date: _____

SALE of ASSETS AGREEMENT
EXHIBIT E

FORM OF ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, as of _____, the undersigned Domino's Pizza LLC, a Michigan limited liability company, ("DPLLC"), hereby sells, assigns, transfers, and sets over unto _____, a _____ ("Assignee"), all its right, title and interest to the present term of the contracts listed on Exhibit I to a Sale of Assets Agreement dated _____, between DPLLC and Assignee. Copies of the contracts being assigned may be attached hereto and incorporated herein. Failure to attach the contracts shall not affect the validity of this assignment.

As of the date and time hereof, Assignee assumes all the obligations of DPLLC under the terms of all of the contracts listed on Exhibit I and agrees to perform all the terms, covenants and conditions, and pay all amounts due thereunder.

Dated as of _____.

Domino's Pizza LLC

By: _____

Its: _____

Accepted by _____, a _____ as of _____.

By : _____
_____, _____

SALE of ASSETS AGREEMENT

EXHIBIT F

FORM OF BILL OF SALE

For and in consideration of the sum of _____ (\$_____.__) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged **Domino's Pizza LLC** (hereinafter called the "Seller"), does hereby sell, grant, transfer and deliver all its right, title and interest in and to the equipment described below (the "Equipment"):

All rights and interest in the equipment, goods, furniture, fixtures, property, and assets presently located at:

[illegible]

as more fully described on Exhibit A and Exhibit B attached hereto (the “Assets”) unto _____ (herein referred to as “Buyer”), to have and to hold the Assets forever. The Assets are sold “AS IS, WHERE IS,” and the foregoing description of the Assets is for the sole purpose of identifying them and is not part of the basis of the bargain. All costs incidental to the transfer and/or delivery of the Assets, including but not limited to any applicable sales or use tax, and/or any applicable registration fees, shall be borne solely by the Buyer.

THE CONVEYANCE OF THE ASSETS MADE HEREBY IS WITHOUT RECOURSE TO THE SELLER, AND WITHOUT ANY WARRANTIES OF SELLER WHETHER WRITTEN, ORAL OR IMPLIED, EXCEPT ONLY THAT SELLER REPRESENTS THAT THE ASSETS ARE FREE OF ENCUMBRANCES CREATED BY SELLER. SELLER SHALL NOT, BY VIRTUE OF HAVING SOLD THE ASSETS, BE DEEMED TO HAVE MADE ANY REPRESENTATION OF WARRANTY AS TO THE MERCHANTABILITY, FITNESS, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE ASSETS.

Dated as of _____

Domino's Pizza LLC

By: _____
_____, _____

STATE OF MICHIGAN)
)
County of Washtenaw)

I, _____, being first duly sworn, depose and say: That I am the authorized agent of the seller of the Assets described in the foregoing bill of sale; that Seller is the sole owner of said Assets; that the same has been paid for in full and that as of this date said personal property and each and every part thereof is free and clear of all liens, encumbrances and security interests of any kind or nature.

Subscribed and sworn to before me

Notary Public for Washtenaw County, Michigan

My commission expires _____

Accepted By _____, according to the terms hereof, as of _____.

By: _____

SALE of ASSETS AGREEMENT
EXHIBIT G
PURCHASE PRICE ALLOCATION

Store #	Equipment	Leaseholds	Goodwill	Supplies	TOTAL
Total	\$	\$	\$	\$	\$

SALES TAX:

In addition to the Purchase Price Buyer will pay to Seller at Closing all sales and other taxes of a similar nature, which the parties estimate to be in the amount of \$_____.

FRANCHISE TRANSFER FEE:

In addition to the Purchase Price, Buyer will pay to Seller, prior to Closing, a franchise transfer fee in the amount of \$_____.

Buyer

Seller

SALE of ASSETS AGREEMENT
EXHIBIT H
DETAILED EXPLANATION OF PRORATIONS

Prorations for Stores: <Buyer Name>		Franchisee owes DPLLC
Trash & Pest Prorated		\$ 0.00
Coke Rebate-Semi Annual		
Landlord Prorations – Real Property Tax		
School & Property Tax		
Utilities		
Phone Equipment Maintenance		
RTG Pulse Hardware Maintenance		
Pulse Annual Software Enhancement Fee		
VPN Monitoring Fee		
Advertising-Prepaid Print		
Advertising-Yellow Pages		
TOTAL		\$

Buyer

Seller

SALE of ASSETS AGREEMENT

EXHIBIT I

LIST OF CONTRACTS/OBLIGATIONS/AGREEMENTS TO BE ASSUMED BY BUYER

SALE of ASSETS AGREEMENT
EXHIBIT J

(Form to Be Supplied by Local Telephone Company)

EXHIBIT M

DOMINO'S PULSE SOFTWARE LICENSE AGREEMENT

**Form of
Domino's Pulse SOFTWARE LICENSE AGREEMENT**



between

Domino's Pizza Distribution LLC
24 Frank Lloyd Wright Drive
P.O. Box 485
Ann Arbor, MI 48106 ("DPD")

And

CONTROLLING OWNER: «FranFormalName»

Address: «FranOfficeLabel»

Telephone: (XXX) XXX-XXXX

This License Agreement (the "Agreement") by and between Domino's Pizza Distribution LLC, its parents, subsidiaries and affiliates and «FranFormalName» (the "Controlling Owner") and all corporations partnerships, limited liability companies or other business entities (each, an "Owned Entity", as a group, the "Owned Entities" and together with the Controlling Owner, the "License Holder") owned by Controlling Owner that own or operate Domino's Pizza stores, is made on «Today» and is effective upon full execution by both parties, and is subject to the terms and conditions below. Attachments A, B and C are incorporated into this Agreement.

ACCEPTED BY:

Domino's Pizza Distribution LLC

Signature: _____
Name: Michael Davis
Title: Vice President

Date: _____

Controlling Owner: «FranFormalName»

Signature: _____
Name: «FranFormalName»
Individually and as authorized representative of each
Owned Entity
FCode: FXXXX

Date: _____

1. Grant of License

1.1 Domino's Pizza Distribution LLC ("DPD") grants to License Holder a limited, nonexclusive license to use executable copies of the software products listed on attachment A ("Software") at the Domino's Pizza store owned by License Holder (each, a "Store" and collectively, the "Stores"). License Holder agrees not to move the Software from that address where it is installed except with the prior written consent of DPD.

DPD shall deliver to License Holder one (1) set of the Software for each of the Stores, in object code form, including the applicable user documentation (in either electronic interface, hard copy or other format). Unless the context indicates otherwise, all references to the Software herein shall be deemed to refer to and include the applicable user documentation. DPD, or its designated representative, shall install the Software on certified hardware either in each Store or at a designated location from which the hardware with installed Software will be delivered to a Store. Unless License Holder notifies DPD in writing to the contrary, License Holder shall be deemed to have accepted the Software ten (10) days after the Installation Date.

1.2 The Software shall only be used by License Holder in connection with License Holder's own internal business activities as a Domino's Pizza franchisee or licensee and only at the Store where the Software is required or permitted to be used in accordance with this Agreement. For clarification purposes, the Software shall only be used in connection with the sale of Domino's Pizza products without the prior written consent of DPD.

1.3 License Holder may transfer the Software to another Store with DPD's prior written approval, which shall not be unreasonably withheld. If the License Holder was provided with a copy of the Software at a discounted amount, DPD reserves the right to charge the then current price of the Software prior to the transfer/sale of the store or Software. DPD may condition its consent upon License Holder's written certification that all copies of the Software at the original Store have either been destroyed or transferred to the new Store.

1.4 License Holder shall not copy the Software, in whole or in part, except for disaster recovery, program error verification, and for back-up purposes. License Holder shall maintain and furnish to DPD, upon reasonable request, competent records of the number and location of all copies of the Software, in whole or in part.

1.5 License Holder must maintain all proprietary notices imposed by DPD in the Software, including all copies thereof. License Holder shall not, and shall not allow any third party, including License Holder's employees, to: (i) reverse engineer, decompile, modify, adapt, translate, disassemble or attempt to ascertain or discover any source code or underlying ideas or algorithms of the Software, merge the Software with any other work or create derivative works based on the Software; (ii) use or provide the Software for the benefit of any third party; (iii) reset or disable the Software except with the prior written consent of DPD; or (iv) except with the prior written consent of DPD, which shall not be unreasonably withheld, use for call or order centers. Interfaces and other additional functions that are external to the Software and its database may be created only with the prior written consent and at the sole discretion of DPD.

1.6 License Holder may assign this license to a qualified purchaser (as defined by DPD) of any of the Stores as provided in License Holder's Franchise Agreement(s) or License Agreement(s) with the written approval of DPD. There will be no assignment fee due from License Holder as a result of such assignment. Except as provided in this Section 1.6, License Holder shall not transfer, assign or sublicense its rights or obligations under this Agreement to any other party, in whole or in part, without the prior written consent of DPD, which consent shall not unreasonably be withheld or delayed. If the License Holder was provided with a copy of the Software at a discounted amount, DPD reserves the right to charge the then current price of the Software prior to the transfer/sale of

the store or Software. Any such prohibited assignment shall be void. In the event of a Store sale or transfer, DPD reserves the right to issue a new Agreement to the new franchisee or licensee. If the License Holder is replaced with a new License Holder but the Controlling Owner remains the same, this Agreement shall continue and such new License Holder shall assume all the obligations and rights hereunder,

2. Term; Termination

2.1 The term of the Agreement shall commence upon acceptance of this Agreement by DPD at its offices in Ann Arbor, Michigan, and shall continue until (i) License Holder is no longer a Domino's Pizza franchisee or licensee and ceases using the Software; (ii) DPD gives written notice that Domino's Pulse is no longer the appropriate computer system for use in all domestic Domino's Pizza stores and License Holder ceases using the Software after that notice; or (iii) Domino's Pulse (or a potential successor or substitute system as designated by DPD, which may be based on similar or entirely different methodologies or technology) is no longer used in a majority of company-owned stores, and upon License Holder ceasing to use the Software.

2.2 Either party may terminate this agreement in the event of any material breach by the other party which material breach is not cured within thirty (30) days after receipt of written notice of such material breach, except as otherwise provided in Section 4.3

2.3 DPD may terminate this Agreement in the event of nonpayment by License Holder of the fees and charges described below in section 3, if such breach is not cured within ten (10) days after receipt of written notice.

2.4 This Agreement shall terminate immediately upon (a) License Holder's bankruptcy or insolvency; (b) the cessation of License Holder's business operations as a Domino's Pizza franchisee or licensee; (c) for any individual Store, the termination or expiration and nonrenewal of the Franchise Agreement or License Agreement for the operation of the Store where the Software is required to be used in accordance with this Agreement; or (d) for the reasons set out below in section 4.3.

2.5 Upon any termination of the Agreement, License Holder shall within thirty (30) days return the Software to DPD or, at DPD's direction, destroy the Software, including user documentation, and shall also warrant in writing that all copies and partial copies have been returned to DPD or have been destroyed. The provisions of this Agreement relating to title and nondisclosure as set forth in Section 4 shall survive any termination of this Agreement. This provision does not require License Holder to destroy License Holder's data and records but License Holder may not retain any customer data, including, but not limited to, customer information and order history. License Holder may copy and retain License Holder's records and data.

2.6 License Holder will not be in default under its Domino's Pizza Franchise Agreement or License Agreement for failing to use Domino's Pulse if: (i) License Holder validly terminates this Agreement according to section 2.2; or, (ii) DPD terminates this Agreement as a result of a claim of infringement by a third party after DPD determines that it is not commercially reasonable to procure the right for License Holder to continue to use the Software, or replace or modify the Software so as to make it noninfringing pursuant to section 5.2; or, (iii) License Holder is enjoined or prohibited by law or regulation from using the Software through no fault of License Holder.

3. Fees and Charges; Payment; Taxes

3.1 The License fees, annual Software enhancement fees, and other charges set forth in Attachment A shall be invoiced by DPD upon delivery of the Software to License Holder. All license fees, annual Software enhancement fees, and other charges are due thirty (30) days after date of invoice, without set-off or claim. A charge not to

exceed one and a half percent (1 ½%) percent per month may be assessed on late payments. All prices and payments are in U.S. dollars.

3.2 License Holder shall also pay sums equal to all shipping and handling charges (such handling charges shall be without markup to DPD or rebate to DPD), and all custom duties and taxes, paid or payable, however designated, arising from the licensing or use of the Software by License Holder, but exclusive of DPD's franchise taxes and federal, state and local taxes based on DPD's net income.

4. Title; Nondisclosure

4.1 Title to and ownership of the Software, and all copies, partial copies and any and all revision and modifications thereto, shall remain with DPD and/or with the respective manufacturer or author. All rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications shall remain with DPD and/or with the respective manufacturer or author.

4.2 License Holder shall take all steps necessary to maintain the Software in confidence and shall not, nor shall it permit its employees or its agents or consultants to sell, transfer, disclose, display or otherwise make accessible the Software, or any copies thereof, in whole or in part to any third party. The internal dissemination of the Software or any information relating thereto by License Holder to its agents and consultants shall require a written agreement to maintain the confidentiality of the Software and information and restrict the use thereof.

4.3 Breach of any provision of this Section 4 shall be the basis for immediate termination by DPD of this Agreement and the license(s) granted herein.

5. Limited Warranty

5.1 Provided that License Holder has currently paid for annual Software Enhancement Services and uses the Software in the manner required by this Agreement and the applicable documentation, the Software as delivered by DPD will perform in all material respects in accordance with the then current applicable user documentation delivered by DPD (in either electronic interface, hard copy or other format). DPD's sole obligation and liability under this Section 5.1 shall be to replace or correct the Software so that it will perform in substantial conformance with the applicable user documentation. In the event DPD fails or is unable for any reason to replace or correct the Software so that it will so perform, DPD shall, as its sole obligation and liability, refund the applicable license fee paid by the License Holder, upon return of the Software, less an amount equal to ten percent (10%) of such fee for each twelve (12) month period, or part thereof, since the license term commencement date.

5.2 DPD warrants that it has the right to authorize the use of the Software by License Holder under this Agreement. DPD shall hold harmless and defend License Holder against suits based on any claim that the delivered Software under this Agreement infringes on any United States patent, copyright, trademark or other proprietary right, provided that License Holder gives DPD prompt written notice of such suits and permits DPD to control the defense and the settlement thereof. In the event, as a result of any such claim of infringement, License Holder is enjoined from using the Software, or if DPD believes that the Software is likely to become the subject of a claim of infringement, DPD at its option and expense may procure the right for License Holder to continue to use the Software, or replace or modify the Software so as to make it noninfringing, provided that the performance thereof is not adversely affected in a material manner. If DPD, in its sole discretion, determines that neither of these options is commercially reasonable, DPD may terminate the license granted herein with the respect to the affected Software and, as its sole liability, except for indemnities stated above in this Section 5.2, refund to License Holder the applicable license fee to the extent then paid by License Holder upon return of the affected Software, less an amount

equal to ten percent (10%) of such fee for each twelve (12) month period, or part thereof, since the license term commencement date.

5.3 IN THE EVENT THAT LICENSE HOLDER, EMPLOYEE, OFFICER, OR AGENT OF LICENSE HOLDER MODIFIES ANY PORTION OF THE SOFTWARE WITHOUT DPD'S PRIOR WRITTEN APPROVAL, WARRANTIES WITH RESPECT TO THAT PORTION OF THE SOFTWARE ARE VOIDED AND WARRANTIES, IF ANY, WITH RESPECT TO THE UNMODIFIED PORTION OF THE SOFTWARE ARE VOIDED SHOULD THE FAILURE OF THE UNMODIFIED PORTION TO CONFORM TO THE FUNCTIONAL SPECIFICATIONS HAVE BEEN DIRECTLY AND PROXIMATELY CAUSED BY THE MODIFICATION.

DPD DOES NOT AND CANNOT WARRANT THE RESULTS THAT MAY BE OBTAINED BY USE OF THE SOFTWARE OR THAT THE FUNCTIONS WILL BE UNINTERRUPTED OR ERROR OR BUG FREE. DPD MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY THIRD PARTY SOFTWARE.

5.4 DPD HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR USE OR FOR A PARTICULAR PURPOSE. THE WARRANTIES SET FORTH IN THIS SECTION 5 SHALL CONSTITUTE DPD'S SOLE AND EXCLUSIVE LIABILITY AND THE REMEDIES SET FORTH IN THIS SECTION 5 SHALL CONSTITUTE LICENSE HOLDER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY ACTION, WHETHER BASED IN CONTRACT OR IN TORT.

5.5 Some states and jurisdictions do not allow limitations on duration of an implied warranty. Consequently, the above limitations may not apply to License Holder with respect to a Store located in those states.

6. Limitation of Liability

6.1 DPD SHALL HAVE NO LIABILITY WHATSOEVER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES UNDER ANY CIRCUMSTANCES, WHETHER BASED ON TORT OR BREACH OF CONTRACT CLAIMS OR ON ANY OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DPD'S LIABILITY, EXCEPT AS STATED IN SECTION 5.2, EXCEED THE INITIAL LICENSE FEE PAID BY LICENSE HOLDER TO DPD.

6.2 DPD SHALL HAVE NO LIABILITY FOR (a) LOSS OF DATA OR OTHER LOSS RELATED TO FAILURE TO BACK UP THE DATA; OR (b) ANY FAILURE OF ANY MEDIA RESULTING FROM ABUSE, ACCIDENT, OR MISAPPLICATION OF THE HARDWARE, SOFTWARE, DOCUMENTATION OR SYSTEM; OR (c) LICENSE HOLDER'S FAILURE TO INCORPORATE IN THE SOFTWARE ANY UPDATES OR CORRECTIONS WHICH DPD HAS PROVIDED TO LICENSE HOLDER.

7. Support Services

7.1 License Holder shall enter into an agreement with DPD, one of its affiliates or a third party supplier certified by DPD for Help Desk and Software support services, during the term of this Agreement, or for such other shorter period of time as DPD may agree. License Holder acknowledges that in order to obtain full benefit of the Help Desk and Support Services, License Holder shall not have modified the Software, failed to incorporate in the Software any updates which DPD has provided to License Holder, or failed to use the then currently support version(s) of the Software.

License Holder may negotiate directly with any Help Desk and Support Service certified by DPD. DPD will, however, attempt to obtain the best prices and cost structures for Help Desk Services by negotiating with providers based on, among other things, volume discounts, and License Holder agrees not to unreasonably impair DPD's ability to do so.

8. Dispute Resolution

8.1 The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking injunctive relief related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

8.2 At the written request of a party, each party will appoint a knowledgeable, responsible nonlawyer business representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted, and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

8.3 If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, or such other period of time as agreed to by the parties but not to exceed 180 days, the dispute shall be submitted to binding arbitration by a single arbitrator selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. The provisions of this Agreement shall control in the event there is any conflict between this Agreement and the Commercial Arbitration Rules of the American Arbitration Association. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, and requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in Ann Arbor, Michigan. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator shall follow the law of the State of Michigan without regard to its conflict of law provisions. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. In no event shall an award in an arbitration initiated under this section exceed the Limitations on Liability set out above in section 6 and no award shall include any equitable relief.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction within one year from the date of the award, subject to either party's right to apply to the court to vacate the award within 21 days after delivery of a copy of the award to the applicant.

On application of a party, the court shall vacate an award if: (i) the award was procured by corruption, fraud, or other undue means; (ii) there was evident partiality or misconduct prejudicing a party's rights; (iii) the arbitrator exceeded his or her powers (including a material error in law or failure to give a fair and plain meaning to the License Agreement); or (iv) the arbitrator refused to postpone the hearing on a showing of sufficient cause, refused to hear evidence material to the controversy, or otherwise conducted the hearing to prejudice substantially a party's rights.

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8.4 Each party shall bear its own costs of the procedures set out in section 8.2 and 8.3. A party seeking discovery pursuant to the procedures in section 8.3 shall reimburse the responding party for the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and of the arbitrator provided for in subsection 8.3. If any action is brought seeking injunctive relief related to the purposes of this Agreement, or to compel compliance with this dispute resolution process, as contemplated by section 8.1, the prevailing party in such an action shall be entitled to an award of its reasonable attorney's fees and costs of litigation.

9. Transfer of Data

License Holder agrees that DPD is merely accepting data from License Holder as it exists on License Holder's computer system, without independent review or verification, and that DPD has no duty to do so. By accepting data from License Holder's system DPD is not approving the customer addresses as being within License Holder's Delivery and Service Area. Nothing herein shall prevent Domino's Pizza Franchising LLC ("DPF") or its affiliates, successor or assigns from strictly enforcing all of the terms of the Franchise Agreement or License Agreement for the Store. License Holder waives any claim that DPD has breached any duty disclaimed by DPD in this paragraph.

10. License Holder's Indemnity

License Holder, at its own cost, shall indemnify and defend DPD and its affiliates and their respective agents, officers, directors, employees, successors and assigns against any and all suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, rulings, damages, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, expenses, and fees, including court costs and reasonable attorneys' fees and expenses (as same are incurred) which arise out of or in connection with:

(a) a claim or threatened claim which is or may be brought by any third party, which is based in whole, or in part, upon an assertion that this Agreement infringes upon, or interferes with, the contractual relationship or other rights between such third party and License Holder;

(b) all claims that result from any copyright or other infringements of third party rights that occur as a result of License Holder providing its own technical support and maintenance or from any errors or malfunctions that occur as a result of License Holder providing its own technical support and maintenance;

(c) all claims arising out of the performance or nonperformance by License Holder and its employees of the obligations arising under this Agreement; or,

(d) all claims arising out of data furnished or made available to DPD for uploading or converting to the Domino's Pulse system, or transferring from License Holder's old system to a new system, including the accuracy of delivery addresses and whether the addresses are located within or outside the boundaries of the License Holder's approved Delivery and Service Area.

11. License Holder Data

License Holder agrees that DPD, DPF (and their affiliates and successors and assigns) may, at any time, have full access, both on-site and from a remote location, to all of License Holder's computer data, equipment and systems containing any and all of the information, records and reports required to be maintained by License Holder pursuant to its Franchise Agreement or License Agreement and to use the data in the evaluation of product and service, store performance, tests, EBITDA performance, and as an analytical tool to improve the operation of the Domino's system. DPD will use the same degree of

care to protect against the unauthorized use of the information by third parties as it does with respect to its own information of a similar type.

12. Use of Telephone Numbers

License Holder may receive a marketing list from an outside vendor which contains telephone numbers of potential customers of License Holder for use in connection with the Software licensed pursuant to this agreement. Any such list is included within the definition of "Customer List" as that term is defined in the Franchise Agreement. License Holder acknowledges that the list and the telephone numbers have not been compared to the National Do Not Call Registry and that some of the names on the list may have placed their telephone numbers on the National Do Not Call Registry.

License Holder agrees that it will only use the information contained in the marketing list described above in manner consistent with and for purposes permitted by law. License Holder agrees not to call any telephone number on the marketing list for telemarketing purposes unless License Holder first obtains access to the National Do Not Call Registry on its own behalf, and abides by the restrictions placed on calling telephone numbers that appear on the Do Not Call Registry.

License Holder agrees to defend, indemnify and hold DPD, the supplier of the marketing lists and the supplier of the telephone numbers, and their directors, officers, agents, employees, contractors, licensors, and affiliated companies, harmless from any liability for any loss or injury arising out of, or caused in whole or in part by License Holder's use of the information provided in the marketing list described above.

13. Technology Advisory Board

DPD will maintain a Technology Advisory Board ("TAB") consisting of Domino's Pizza Franchisees and/or Licensees selected by DPD. DPD will from time to time present DPD's plans for the direction and prioritization of future development of the Software and related technologies to the TAB. The TAB will review these plans, provide the advice of the TAB, and collaborate with DPD on these future initiatives.

14. Procedures Review

DPD will use a "Procedures Review" whereby approximately once each year, DPD will have the key enhancement, maintenance, and support expenditures on Pulse and related technologies (including but not limited to Domino's Real Time) from collected enhancement fees reviewed by independent auditors. DPD will review the results of the independent auditor review with the TAB for purposes of demonstrating that annual Software enhancement fees are spent only on the enhancement, maintenance, and support of Domino's Pulse and related store and internet-based technologies.

15. General

15.1 This Agreement and all addenda supersedes in full all prior discussions and agreements, oral and written, between the parties relating to the Software and constitutes the entire agreement between the parties relating to the Software. This Agreement may be modified or supplemented only in writing signed by an authorized representative of each party.

15.2 Neither party shall be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, strikes or inability to maintain labor or materials on time.

15.3 If any provision of this Agreement shall be deemed illegal or otherwise unenforceable, that portion shall be severed and the remainder of this Agreement shall remain in full force and effect. A waiver shall be effective only if made in writing and signed by an authorized representative of both parties. The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance.

15.4 All required notices under this Agreement (except for the notice in section 2.1) shall be sent to the recipient party's address stated in this Agreement, unless otherwise changed in writing by the respective party. Notices to DPD shall be sent to the attention of the Chief Information Officer and notices to the License Holder shall be sent to the attention of the person signing this Agreement on behalf of the License Holder. All notices shall be given by certified or registered mail, or overnight carrier or via facsimile or other electronic system. Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice.

15.5 This Agreement shall be governed by the laws of the State of Michigan.

15.6 Neither party to this Agreement is, or shall represent itself to be, an agent, partner, or employee of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, agency, or partnership, or any relationship other than licensor - licensee. Each party retains control of the day to day activities of its respective business.

Attachment A
To
Domino's Pizza Distribution LLC Pulse System License Agreement
Fees and charges applicable to each store licensed by this Agreement

Domino's Pulse Software (from Domino's Pizza Distribution LLC)
Software Presently Required to run with Pulse Purchased Through Domino's Pizza Distribution LLC. These third party products and vendors, and the costs associated with these products, may change during the term of this Agreement at the sole discretion of DPD, and License Holder agrees to accept such changes when implemented by DPD and when same or similar product(s) are in use in a majority of company-owned Stores.
• Microsoft License Fee Including MS Office
• Mapping and Routing Software
• File Sync
• Anti-virus Software
• Credit Card Processing Software
The amounts listed on this Attachment do not include amounts charged by any of these third party vendors for annual or periodic maintenance and enhancement of their products. The amounts for third party maintenance and enhancements will be billed to License Holder without markup to DPD or rebate to DPD.
Customer/Data Conversion or Accudata
Annual Software Enhancement Fee (Payable as invoiced. The Annual Software Enhancement Fee is \$456.75 for 2014 and is subject to increase each year, and License Holder shall pay the fee as adjusted by these increases for current and prior years. See Attachment B for further description. The annual anniversary for Billing the Annual Enhancement Fee is January 1st. The owner of record the day the invoices are generated by DPD will be responsible for the full amount of the full amount of the invoice regardless of the day the franchisee or licensee takes possession of the store.

Attachment B
To
Domino's Pulse Software License Agreement
Software Enhancement Agreement

1. Software Enhancement Services

1.1 Provided that License Holder is using the then current version of Software in use in the majority of domestic Domino's stores (version "N") or the immediately preceding version of Software ("N-1"), is current in paying all applicable Software Enhancement Fees and is not otherwise in default under this Agreement, DPD will provide License Holder with the following Software Enhancement Services:

(a) Enhancement and maintenance of Domino's Pulse and related store and internet-based technologies provided as components of Domino's Pulse ("Core Pulse Functionality") with the Domino's Pulse License Fee and Annual Software Enhancement Fee.

(b) DPD will continue to use reasonable efforts to correct any Software error, and will provide to License Holder any error corrections, enhancements and updates to the Software which are developed and published by DPD and made generally available to other licensees of the Software at no additional cost. Error corrections will remedy any documented failure of the Software to perform in substantial conformance with the then-applicable user documentation. Minor mistakes in the user documentation are not considered errors in the Software, and DPD may revise the user Documentation to correctly describe the intended operation.

2. Annual Software Enhancement Fees

2.1 No charge for the initial twelve (12) month period following the installation of the Software at the Store ("Installation Date"). License Holder shall pay the Annual Software Enhancement Fee as per Attachment A. This fee will be due and payable annually upon receipt of invoice.

2.2 DPD may increase the Annual Software Enhancement Fee not more than once each year with sixty (60) days prior written notice to the License Holder. The increases to the Annual Software Enhancement Fee may be reviewed by TAB. The amount of any such annual increase shall not exceed five percent (5%) of the previous year's Annual Software Enhancement Fee, unless the TAB approves a greater increase, but in any event no annual increase shall exceed ten percent (10%) of the previous year's Annual Software Enhancement Fee.

2.3 DPD may at its own discretion make quarterly payment plans available to License Holders.

2.4 License Holder shall only be liable for Annual Software Enhancement Fees during the term of this Agreement.

3. Other

3.1 Third party software and operating system software may carry its own maintenance, warranty, or enhancement fees. These third party maintenance, warranty, or enhancement fees will be billed to License Holder without markup to DPD or rebate to DPD. Any updates that DPD requires for the Software to operate properly will be provided to License Holder at a cost not to exceed prevailing market rates without markup to DPD or rebate to DPD.

3.2 DPD reserves the right to charge a reasonable connectivity fee to deliver Software Enhancement Services to License Holders who do not have DSL connections and use a dialup connection that results in costs to DPD. License Holder agrees to pay any such connectivity fees upon receipt of invoice from DPD.

Attachment C To Domino's Pulse Software License Agreement Participation Agreement

This Participation Agreement is entered into by the party signing below ("you") for the benefit of MSLI, GP ("Microsoft") and shall be enforceable against you by Microsoft in accordance with its terms. You acknowledge that Microsoft and **Domino's Pizza Distribution LLC** and/or its affiliates ("customer") are parties to Microsoft Select Enrollment, No. 6645248 (the "agreement"), under which you desire to sublicense certain Microsoft products. As used in this Participation Agreement, the term to "run" a product means to copy, install, use, access, display, run or otherwise interact with it. You acknowledge that your right to run a copy of any version of any product sublicensed under the agreement is governed by the applicable product use rights for the product and version licensed as of the date you first run that copy. Such product use rights will be made available to you by the customer, or by publication at a designated site on the World Wide Web, or by some other means. Microsoft does not transfer any ownership rights in any licensed product and it reserves all rights not expressly granted.

I. Acknowledgment and Agreement. You hereby acknowledge that you have received a copy of the product use rights applicable to the products acquired under the above-referenced agreement; you have read and understood the terms and conditions as they relate to your obligations; and you agree to be bound by such terms and conditions, as well as to the following provisions:

a. Restrictions on use. You may not:

- Separate the components of a product made up of multiple components by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the product use rights;
- Rent, lease, lend or host products without the express written consent of Microsoft;
- Reverse engineer, de-compile or disassemble products, except to the extent expressly permitted by applicable law despite this limitation;
- Transfer licenses to, or sublicense, products to the U.S. Government.

You acknowledge that products licensed under the agreement are of US-origin. You agree to comply with all applicable international and national laws that apply to these products, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by U.S. and other governments. For additional information on exporting Microsoft products, see <http://www.microsoft.com/exporting/>.

b. Limited product warranty. Microsoft warrants that each version of a commercial product will perform substantially in accordance with its user documentation. This warranty is valid for a period of 90 days from the date you first run a copy of the version. Any warranties imposed by law concerning the products are limited to the same 90-day period. This warranty does not apply to components of products which you are permitted to redistribute under applicable product use rights, or if failure of the product has resulted from accident, abuse or misapplication. If you notify Microsoft within the warranty period that a product does not meet this warranty, then Microsoft will, at its option, either (i) return the price paid for the product or (ii) repair or replace the product. This is your exclusive remedy for any failure of any commercial product to function as described in this paragraph.

c. Free and beta products. Free and beta products, if any, are provided "as-is," without any warranties.

d. NO OTHER WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS SECTION, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS AND RELATED MATERIALS.

e. Limitation of liability. There may be situations in which you have a right to claim damages or payment from Microsoft. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claim, Microsoft's liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid for the product giving rise to the claim. In the case of free product, or code you are authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's total liability to you will not exceed US\$5000, or its equivalent in local currency.

f. No liability for certain damages. To the maximum extent permitted by applicable law, neither you, your affiliates or suppliers, nor Microsoft, its affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information) arising in connection with any agreement, product or service, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.

g. Application. The limitations on and exclusions of liability for damages set forth herein apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

h. Verifying compliance. You must keep records relating to the products you run. Microsoft has the right to verify compliance with these terms and any applicable product use rights, at its expense, during the term of the agreement and for a period of one year thereafter. To do so, Microsoft will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 15 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, Microsoft may require you to accurately complete its self-audit questionnaire relating to the products you use. If verification or self-audit reveals unlicensed use of products, you must promptly order sufficient licenses to permit all product usage disclosed. If material unlicensed use is found (license shortage of 5% or more), you must reimburse Microsoft for the costs it has incurred in verification and acquire the necessary additional licenses as single retail licenses within 30 days. If Microsoft undertakes such verification and does not find material unlicensed use of products, it will not undertake another such verification for at least one year. Microsoft and its auditors will use the information obtained in compliance verification only to enforce its rights and to determine whether you are in compliance with these terms and the product use rights. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce these terms or the product use rights, or to protect its intellectual property by any other means permitted by law.

i. Dispute Resolution; Applicable Law. This Participation Agreement will be governed and construed in accordance with the laws of the jurisdiction whose law governs the agreement. You consent to the exclusive jurisdiction and venue of the state and federal courts located in such jurisdiction.

Your violation of the above-referenced terms and conditions shall be deemed to be a breach of this Participation Agreement and shall be grounds for immediate termination of all rights granted hereunder.

Dated as of the ____ day of _____, 20____ .

CUSTOMER AFFILIATE: «FranFormalName»

Signature: _____

Name: «FranFormalName»
Individually and as authorized representative
of each Owned Entity

FCode: FXXXX

Date: _____

EXHIBIT N

EXPIRATION OF FRANCHISE AGREEMENT AND RELEASE

**EXPIRATION OF FRANCHISE AGREEMENT
AND RELEASE**

THIS EXPIRATION OF FRANCHISE AGREEMENT AND RELEASE (the "Agreement") is made and entered into, effective on **(Date Franchise Agreement Expires)** between Domino's Pizza Franchising LLC, a Delaware limited liability company ("Franchisor") and «CorpName» and all of its shareholders, owners, partners, members, officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors, heirs and assigns collectively ("Franchisee").

WITNESSETH:

WHEREAS, Franchisor and Franchisee previously entered into a franchise agreement dated «SFAExecutedDate» (the "Franchise Agreement") for Domino's Pizza Store #«StoreID», located at «StoreAddressLine» (the "Store"); and

WHEREAS, the Franchise Agreement expires on **(Date Franchise Agreement Expires)** and the Franchisee desires to exercise its option to renew the franchise under the Franchise Agreement by entering into a new franchise agreement which renewal is subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions contained herein, the Franchise Agreement and all rights and obligations of the parties thereunder are hereby terminated and cancelled effective as of the expiration date of the Franchise Agreement, and shall be of no further force or effect.
2. Notwithstanding anything contained herein to the contrary, Franchisee agrees to be bound by and comply with all of the post-expiration obligations set forth in Section 18.3, 20.2 and 20.5 of the Franchise Agreement. In addition, all obligations of Franchisee to indemnify Franchisor, its subsidiaries and its affiliated companies and any of their agents and employees under the terms of Section 22.3 of the Franchise Agreement for, among other things, any and all claims arising out of the operation of the Store, and all obligations owed to the Franchisor, its subsidiaries and affiliated companies and their agents and employees arising out of relationships other than the franchise relationship (such as vendor purchaser or which arise out of a sales and security agreement or promissory note), shall survive notwithstanding the execution of this Agreement.
3. Franchisee, for itself and all natural and legal persons claiming by, through or under it, hereby releases Franchisor and its subsidiaries and affiliated companies and their respective officers, directors, agents, employees, members, affiliated companies, legal representatives, heirs and assigns from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorney's fees, actions or causes of action whatsoever, whether known or unknown, which Franchisee had, has or claims to have against any or all of the parties described above as of the date hereof, arising out of, pursuant to, or related to the Franchise Agreement and the franchise relationship created thereby, including but not limited to, the offer, sale, negotiation, default, and/or

performance of the Franchise Agreement; provided, however, such releases shall not apply to any claims under state franchise laws to the extent prohibited by the provisions of any such laws.

4. This Agreement shall be binding in all respects upon the parties hereto and their respective shareholders, owners, partners, members, officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors, heirs and assigns, and nothing contained herein shall release the parties from their obligations under this Agreement.
5. If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, and may be independently enforced to the fullest extent permitted by law.

The parties hereto have executed this Agreement.

FRANCHISEE: «CorpName»

«FranFormalName»
President

DOMINO'S PIZZA FRANCHISING LLC

By: _____
Joseph P. Devereaux
Assistant Secretary, CFE

Dated: _____

EXHIBIT O

RIDER TO LEASE



Domino's Pizza
FRANCHISE STORE LEASE POLICY
As of March 2015

Pursuant to Section 7.4 ("Store Lease") of the Domino's Pizza Franchise Agreement, you are required to maintain a lease for the site of the Store. Additionally, all proposed leases for new builds, re-franchises, relocations, or renewals are required to include the attached "**RIDER TO LEASE**" and be submitted to the Franchise Services Department for review and approval prior to execution.

A proposed lease for new builds, re-franchises, and relocations cannot be approved until the Franchise Services Department has an approved franchise application and an approved site inspection.

The "**RIDER TO LEASE**" requires the following provisions:

1. Inconsistency between Lease and Rider
2. Use and Occupancy
3. Assignment of Lease
4. Notice of Default
5. Adequate Parking
6. Standard Signage
7. Adjoining Uses

8. Damage to Premises

8.9. De-Identification

9.10. Payment of Rent

Exception: *Percentage of Sales Rent included in Non-Traditional Store Leases will be reviewed on a case-by-case basis.*

NOTE: You must insert the Tenant and Landlord entities in the first paragraph and on the signature page of the "RIDER TO LEASE" consistent with the entities in the proposed lease. Additionally, the Store address must be inserted in the second paragraph of the "RIDER TO LEASE" consistent with the proposed lease.

Domino's Pizza LLC, as Master Servicer, Domino's Pizza Master Issuer LLC, Domino's Pizza Franchising LLC or any of their affiliates are not liable for the final terms and provisions of any franchise lease. It is strongly advised that you work with a knowledgeable attorney or business advisor when negotiating the lease terms.

DOMINO'S PIZZA RIDER TO LEASE

THIS RIDER TO LEASE (the "Rider") is made this ____ day of _____, 20____, by and between

____ ("Tenant") and _____ ("Landlord").

(Print "Tenant Name" Above)

(Print "Landlord Name" Above)

WHEREAS, concurrently with the execution of this Rider, Tenant, a franchisee of Domino's Pizza Master Issuer LLC ("DPMI") or Domino's Pizza Franchising LLC ("DPF"), and Landlord have entered into a lease for the premises of Tenant's Domino's Pizza Store located at:

____ (the "Lease").

(Print "Complete Store Address" Above)

WHEREAS, as a condition to DPMI's or DPF's grant of a franchise to a franchisee, DPMI and DPF requires that certain provisions be contained in the lease entered into by its franchisees.

WHEREAS, to evidence Landlord's and Tenant's agreement to these terms, the parties hereby enter into this Rider to Lease.

NOW, THEREFORE, the parties agree as follows:

1. **Inconsistency between Lease and Rider.** In the event of any inconsistency between the terms of the Lease and this Rider, the terms of this Rider shall prevail.
2. **Use and Occupancy.** Tenant may only use the leased premises (the "Premises") as a quick service pizza restaurant for the preparation, consumption, dine-in, carry-out and delivery of pizza, sandwiches, salads, chicken items, pastas and related foods and beverages and those items customarily sold, either now or in the future, in a Domino's Pizza Store or other similar enterprise or establishment so long as such future use does not conflict with any applicable governmental laws, rules and regulations or any exclusive use granted prior to the date of this Lease to other tenants within the shopping center.
3. **Assignment of Lease.** Anything contained in the Lease to the contrary notwithstanding, Landlord agrees that the Lease and the right, title and interest of the Tenant and any subsequent or successor Tenant thereunder, shall be assigned, at the sole and exclusive option of Domino's Pizza LLC, to Domino's Pizza LLC or to an approved franchisee of DPMI or DPF (each, a "Successor Tenant") provided Landlord receives notice of such assignment, and further provided, that the assignee shall execute such documents evidencing its agreement to thereafter keep and perform, all of the obligations of Tenant arising under the Lease from and after the time of such assignment. Further, Successor Tenant shall have no responsibility for prior defaults under the Lease and Landlord shall not terminate the Lease upon assignment.
4. **Notice of Default.** Landlord shall give written notice to Domino's Pizza LLC, as Master Servicer, ~~24 Frank Lloyd Wright Drive, P. O. Box 485, Ann Arbor, Michigan 48105-9755, Attn: Franchise Services~~ (concurrently with the giving of such notice to Tenant), of any default by Tenant under the Lease and Domino's Pizza LLC may cure such default at its sole option. Notice shall be sent via USPS mailing services to PO Box 485, Ann Arbor, MI 480106-0485, or via any overnight courier services requiring a street address to 24 Frank Lloyd Wright Drive, Ann Arbor, MI 48105-9484.

5.—Adequate Parking. ~~Notwithstanding any parking provisions defined in the Lease, Landlord agrees that Tenant's and its~~ active Retail Delivery Drivers, customers, and invitees, shall have the right to use a minimum of five (5) unassigned spaces of the parking lot adjoining the premises, and that the active Retail Delivery Drivers will be exempt from any mandated "employee parking" designated by Landlord. Tenant's in-store employees shall ~~also~~ have the right to use any present or future common areas and facilities, and shall abide by any employee parking requirements defined in the Lease. ~~In the event in-store employee parking spaces are unassigned, they shall include the entire parking area as shown on Exhibit A (Site Plan), or, if said parking spaces are specifically assigned, they shall be such spaces as identified on Exhibit A (Site Plan).~~

~~6.5.~~

6. Standard Signage. Tenant may install its customary and usual Domino's Pizza display ~~and pole-type or tenant-shared~~ signs (including pole-type or tenant-shared signs if any they are permitted and/or available) on and adjacent to the Premises, subject to:

- (1) Landlord's approval, which will not be unreasonably withheld; ~~and,~~
- (2) Specific sign requirements set forth in any sign exhibit attached to this Lease; ~~and~~
- (3) Applicable local zoning ordinances and restrictive covenants.

All approved signage ~~located~~ installed upon the Premises shall be in good taste so as not to detract from the general appearance of the Premises or any building in which any part of the Premises are located, and such signs may specifically include window graphics or neon signs and internally backlit awning or canopy signs which are approved by Tenant's Franchisor as standard images or advertising practices. The signs, advertisements, notices, logos, lettering, standard images, and advertising practices of the Domino's Pizza LLC advertising program, as set forth in the renderings attached to this rider, are hereby acknowledged by Landlord to be acceptable signage meeting the requirements hereof.

7. Adjoining Uses. No operation currently exists, and Landlord shall not permit, directly or indirectly, within ~~five hundred (500) feet~~ the shopping center/building/property of the leased premises in any building owned, leased, or controlled by Landlord, another quick service pizza restaurant that offers pizza delivery, carryout, dine-in or take & bake methods of sale.

Furthermore, Landlord shall not permit any adult bookstore, or adult theater to be operated anywhere within or upon the premises. As a guideline for determining what is an "adult bookstore", or "adult theatre", the parties agree that any commercial establishment that frequently shows or has a significant portion of its business in display, sale, rental, or viewing of publications, films videos or other visual representations or reproductions that are characterized by an emphasis on the exposure, depiction, or description of certain specified anatomical areas or the conduct or simulation of certain specified sexual activities shall not be permitted as an Adjoining Use under this section.

8. Damage to Premises. In the event the Premises or any material portion thereof or any adjoining property shall be damaged by fire or other casualty during the term hereof so as to render the Premises, including any common area, untenable, Landlord shall promptly restore the same to their previous condition, and a just proportion of the rent, according to the extent to which the Premises and any common areas have been rendered untenable, shall abate until the Premises shall have been restored and put in proper condition for use and occupancy by Tenant. However, if the damaged Premises cannot be made tenantable within one hundred twenty (120) days after the occurrence of such damage, for reasons including, but not limited to, insurance issues, building and permitting issues and construction delays, Tenant may terminate this Lease forthwith upon thirty (30) days' written notice thereof delivered to Landlord and any rent paid in advance of such termination by Tenant shall forthwith be refunded to it. If any authority having jurisdiction thereof shall determine that the Premises or any building of which the Premises are a part should be demolished and removed because of damage, this Lease shall terminate within 30 days

of receiving notice of same and any rent paid in advance of such determination by Tenant shall be refunded to it.

9. **De-identification.** Landlord acknowledges that Tenant is entering into this Lease in order to operate a Domino's Pizza franchise, as an independent business entity. It is agreed that upon termination or expiration of this Lease, or upon termination or expiration of the Franchise Agreement, Tenant shall, at Tenant's sole expense, and within ten (10) business days, make such reasonable modifications to the exterior and interior of the Leased Premises (including interior and exterior signage, menu boards, job aids, product photos, and the like) as is necessary or useful to fully eliminate all identification and appearance as a Domino's Pizza Store.

If Tenant fails or refuses to timely and fully de-identify the Leased Premises to the extent and in the time and manner required by the foregoing paragraph of this Rider to Lease, Domino's Pizza LLC may, at its sole option and in addition to other rights and remedies it may have, make said modifications on Tenant's behalf. Furthermore, Tenant agrees to promptly pay and reimburse Domino's Pizza LLC on demand for any costs incurred by Domino's Pizza LLC including, without limitation, the proportionate compensation of its employees who devote time and render services in the de-identification of the Leased Premises. The foregoing shall not, however, give Landlord or any other entity additional rights to require the restoration or repair of the Leased Premises beyond that which is agreed to between Landlord and Tenant. Landlord acknowledges that Domino's Pizza LLC will not be required to make any repairs, restorations, or de-identifications of the Lease Premises unless it exercises its option to make said modifications.

7.10. **Payment of Rent.** Notwithstanding anything in the Lease to the contrary Tenant and Landlord acknowledge that Tenant's rent or lease obligations shall not be determined based upon Tenant's sales.

IN WITNESS WHEREOF, the parties have executed this Rider on or as of the date first above written.

LANDLORD: _____
(Print "Company Name" Above)

TENANT: _____
(Print "Company Name" Above)

By: _____
Signature

By: _____
Signature

(Print "Name" Above)

(Print "Name" Above)

Its: _____
(Print "Title" Above)

Its: _____
(Print "Title" Above)

Domino's Pizza Theatre Signage / New Logo

Graphics: Entryway

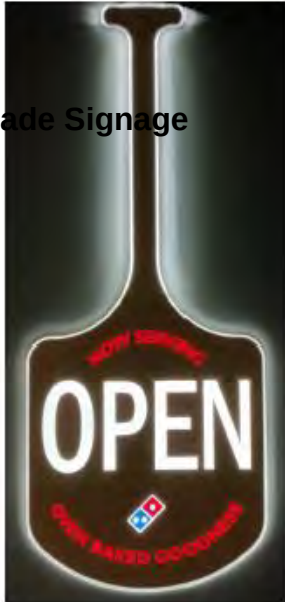
A



B



C



D



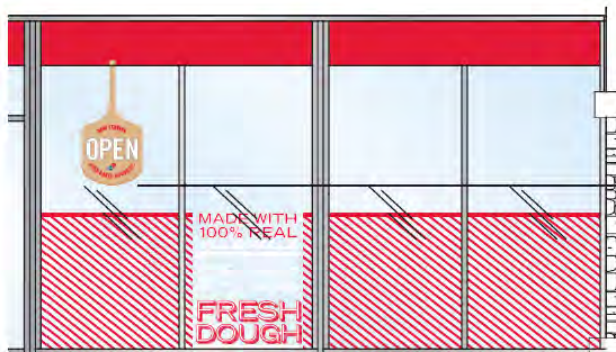
A. Welcome customer entry door

B. Welcome glass partition wall vinyl

C. "Now Serving – Open" peel sign

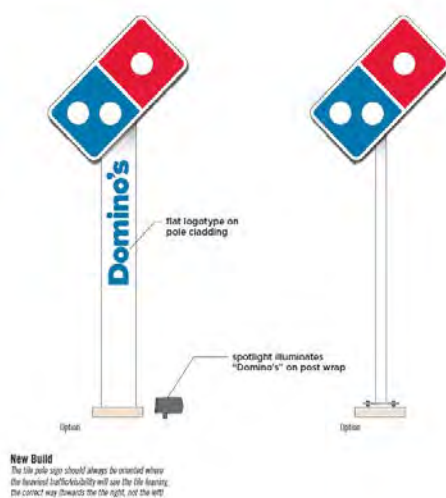
D. Logo window vinyl





Exterior Window Graphic - Made With 100% Real
Please see Vomella contact information - Section J

POLE SIGN: NEW BUILD



Awning & Window Graphics

- Subject to modification and approval of local rules and ordinances

New Pole Sign Design

~~Domino's Pizza 20/20 Signage Examples / Previous Logo~~

Typeface

PRIMARY TYPEFACE

Trade Gothic Bold Condensed No. 20

**AaBbCcDdEeFfGgHhIiJjKkLlMm
NnOoPpQqRrSsTtUuVvWwXxYyZz
1234567890**

PRIMARY COLORS

PANTONE colors should be used for any printed media where pantone swatches are specified.

PANTONE



TRANSLUCENT VINYL

TRANSLUCENT VINYL colors should be used when any illumination is necessary.



FOR LED LIGHTING

FOR FLORESCENT LIGHTING

PRIMARY ORIENTATION SPATIAL RELATIONSHIP



ORIENTATION:

The tile logo must always appear at a 45° angle to the right.

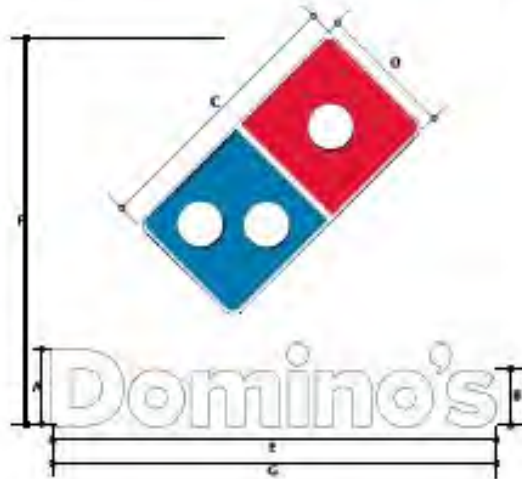


SPATIAL RELATIONSHIP:

The tile logo should always have a safe area around it at least 100% the diameter of the white dot, or "pip", in the logo. This gives our logo room to breathe and helps them stand out. Height of inset of "o" = distance between type and tile. No Elements may be positioned within the protected zone.



Channel Letter / Vertically Mounted Logo



SPECIFICATIONS:

1) Intensely illuminated channel letter and logo set.

Channel Letters:

3" deep aluminum, sideable - Blue.
White acrylic faces with translucent vinyl applied to faces.
1" thin cap - Blue.

Channel Logo Cabinet:

3" deep aluminum, sideable - White.
White acrylic faces with translucent vinyl applied to faces.
1" thin cap - White.

Mounting: Direct mount to locate with as required mounting hardware.

Illumination: Teal White LED

Notes:

- DPZ suggests illuminated signage over non-illuminated signage.
- When using illuminated signs, LED lighting is preferred when allowed.

VINYL COLOR KEY	
LED Lighting DPZ recommended for best results	Fluorescent Lighting
Film Series 3730	Film Series 3830
Film Series 3730	Film Series 3830

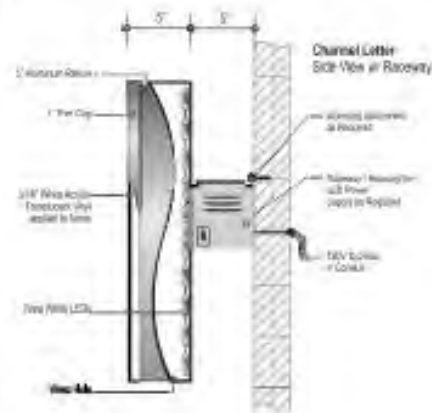
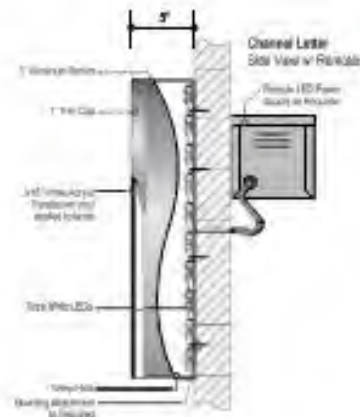
Vinyl Color Key:

■ 100% Intense Blue J2804-27

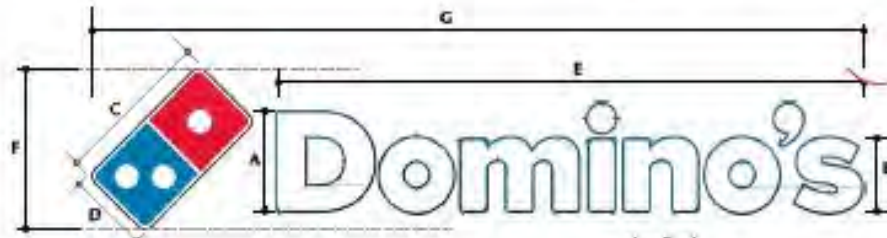
■ 100% Red J7384-15

Standardizing Unit/Measure

	Letter Height "D"	Height of Lower Case Letter	Logo Height	Logo Width	Letter Length	Overall Height	Overall Length	Board SQ/FT	Gross Board SQ/FT	Actual SQ/FT
Part #	A	B	C	D	E	F	G		Logo / Letters	Logo / Letters
DP-18V	18"	1'-0"	8-0"	2-4 1/2"	8-11"	7-8 1/4"	8'-0"	69.38	9.84 / 38.47	2.84 / 14.87
DP-24V	24"	1'-2 1/2"	8-0"	3-0"	8-13 3/4"	8-4 1/2"	8'-10 3/4"	85.38	7.33 / 38.79	3.6 / 18
DP-36V	36"	1'-5 1/4"	7-2 3/4"	3-3 1/2"	11'-10 1/2"	10'-0"	11'-10 1/2"	132.76	16.86 / 51.86	5.2 / 28.47



Linear Channel Letter and Logo Set



Elevation View:
Example of DP-10F shown above with wide outlines

SPECIFICATIONS

(1) Assembly (Illuminated channel letter and logo set)

Channel Letters:

3" deep aluminum extrusion - 90°
White vinyl face with translucent vinyl applied to letter
1" min cap - 6000

Channel Logo Cabinet:

3" deep aluminum extrusion - White
White vinyl face with translucent vinyl applied to logo
1" min cap - 6000

Illustration: Text White (L.O.)

Mounting: Letters mount to wall with required mounting hardware.

VINYL COLOR KEY	
LED Lighting (DP-2 recommended for best results)	Fluorescent Lighting
Film Series 3730	Film Series 3630
Film Series 3730	Film Series 3630

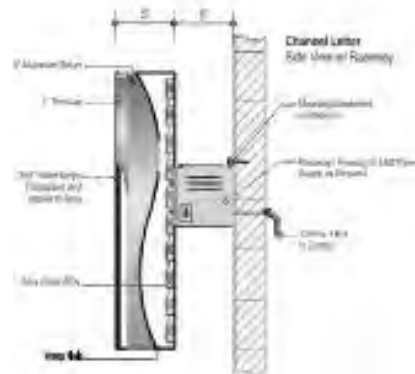
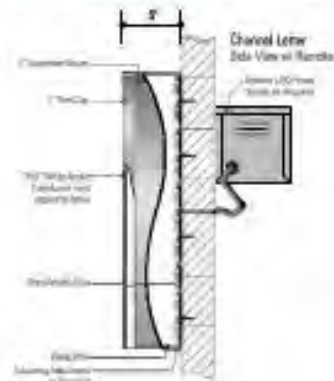
Vinyl Color Key:

SA Intense Blue 3730-127
SA Red 3730-14

Alternative Color Choices:



All White Face
Channel Letters



Part #	Letter Height "H"	Height of Lower Case Letter	Logo Height	Logo Width	Letter Length	Overall Height	Overall Length	Boxed SOFT	Groups Boxed SOFT	Actual SOFT
DP-10F	10"	8-11 1/2"	2-1 1/2"	1-1 3/4"	7-11"	2-2"	10-9"	23.86	4.68 / 11.875	3.34 / 8.5
DP-15F	15"	11-1"	2-4 3/4"	1-2 3/4"	8-11"	2-4 1/8"	11-9 3/4"	26.80	3.84 / 15	3.04 / 9.8
DP-20F	20"	15-2 1/2"	3-4"	1-4 1/2"	9-10 3/4"	2-4 1/2"	17-10"	30.20	7.33 / 18.18	3.6 / 13.85
DP-24F	24"	15-5 1/8"	3-2 1/8"	1-7 3/8"	11-10 1/2"	3-0"	15-11 1/2"	30.78	13.38 / 28.47	5.2 / 19.5
DP-30F	30"	15-8 1/2"	4-0"	2-0 3/4"	14-10 1/4"	4-0 3/4"	18-4 3/4"	70.85	16.5 / 41.15	8.25 / 38.5

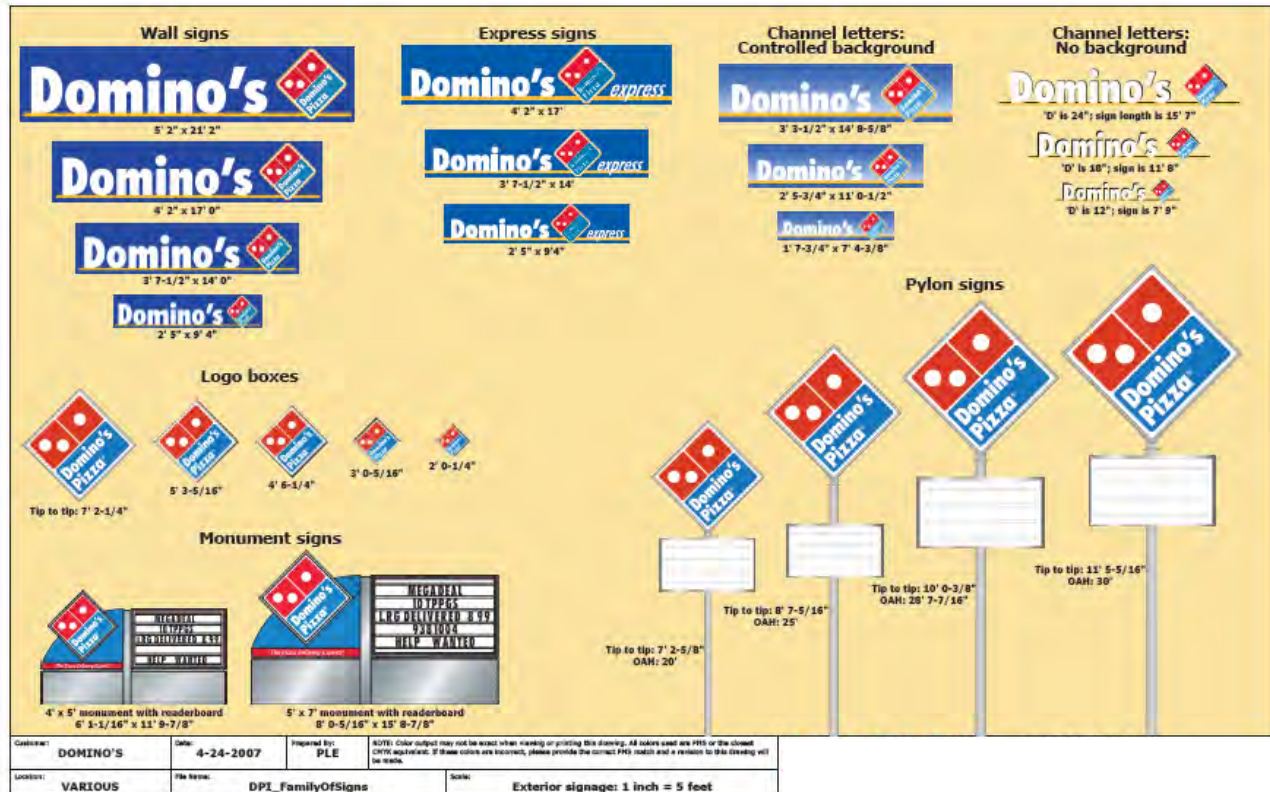


EXHIBIT P

RIDER TO PURCHASE AGREEMENT

RIDER TO PURCHASE AGREEMENT

THIS RIDER TO PURCHASE AGREEMENT (the "Rider") is made this _____ day of _____, 20____, by and between:

_____(the "Seller") and
_____(the "Purchaser").

WHEREAS, concurrently with the execution of this Rider, Seller, a franchisee of Domino's Pizza Master Issuer LLC (DPMI") and/or Domino's Pizza Franchising LLC ("DPF"), and Purchaser, have entered into a Purchase Agreement for the sale of Seller's assets used in the operation of the Domino's Pizza Store(s) located at (Print "Complete Store Address" Above) listed on the attached Exhibit A (the "Store(s)") to Purchaser.

WHEREAS, Purchaser has applied to Domino's Pizza LLC, as Master Servicer ("DPL"), for approval to operate the Store(s) as a Domino's Pizza franchisee and approval of Purchaser's application is conditioned, among other things, upon certain provisions being contained in the Purchase Agreement for the Store(s).

WHEREAS, to evidence Seller's and Purchaser's agreement to include these terms in the Purchase Agreement, the parties hereby enter into this Rider to Purchase Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Agreement.** For the purposes of this Rider, the term "Purchase Agreement" shall mean the documents executed or delivered by and between Seller and Purchaser for the transfer of the assets of the Store(s) from Seller to Purchaser, regardless of the name or title on the documents.

2. **Inconsistency Between Agreements.** In the event of any inconsistency between the terms of the Purchase Agreement, any and all other related documents executed in connection with the purchase of the assets of the Store(s), and this Rider, the terms of this Rider shall prevail. If there is any inconsistency between any franchise agreement(s) to which Seller or Purchaser is a party ~~the~~ (the "Franchise Agreement(s)), and the Purchase Agreement, including this Rider, the terms of the Franchise Agreement(s) shall prevail. Without limiting the generality of the foregoing, sales or transfers of all or a part of any interest in the assets of a Domino's Pizza store, or the entity owning the Store(s) remain subject to the prior rights of DPMI , DPF and/or DPF/DPL as provided in the Franchise Agreement(s).

3. **Disclaimer of Interest in Telephone Numbers/Intellectual Property.** The assets to be transferred pursuant to the Purchase Agreement do not include, nor shall any value be assigned to: (i) telephone numbers, (ii) the Domino's trademarks/tradenames, (iii) the Franchise Agreement(s), (iv) geographic areas, or (v) any rights granted under the Franchise Agreement(s).

Further, Seller and Purchaser acknowledge that the rights to the current

telephone number(s) to the Store(s) (the "Phone Number(s)") are held by DPL. However, as the telephone service provider(s) of the Phone Number(s) may not recognize this right of DPL, Seller agrees to provide the necessary documentation to the telephone service provider(s) to assign such Phone Numbers to the Purchaser.

4. **Outstanding Debts/ADVO/DMA Co-op Obligations.** All outstanding debts owed to DPMI, DPF, Domino's Pizza Distribution LLC ("DPD") and any of their affiliates or subsidiaries, ADVOcontractual and local DMA commitments accrued as of the date of Closingclosing, must be paid in full prior to or at the Closingclosing. DPL may, at its discretion, require outstanding debts to be paid with certified funds or money order made payable paid via wire transfer to the appropriate creditor.

Purchaser hereby formally assumes all of Seller's obligations under all ADVOcontractual and local DMA Co-op commitments and contracts.

5. **Clearance Letter/Purchaser's Joint Liability.** Prior to taking possession of the subject of the Purchase Agreement, or paying any part of the price therefor, Purchaser shall obtain written verification from DPL of amounts owed by Seller to DPMI, DPF, DPD and any of their affiliates or subsidiaries and ADVO and local DMA commitments. Purchaser may satisfy this obligation by obtaining a completed "Clearance Letter" in thea form of the exhibitExhibit B attached to this Rider which must be signed by DPL and Seller at least one (1) business day prior to the closing. By signing this Rider, Seller authorizes Purchaser to pay the amounts to the respective entities as set out on the applicable Clearance Letter by separate certified or cashier's check at Closing in a manner that will ensure that payment is received by the respective payees within two (2) business days following Closing.W i r e T r a n s f e r on the day of the closing. For failure to comply with the provisions of this paragraph, Purchaser agrees to be liable with Seller for payment of the liabilities set out on the Clearance Letter and the individual signing this Rider for the Purchaser shall also be personally liable for payment of the liabilities set out on the Clearance Letter, and such liabilities may be enforced against Seller, Purchaser, and Purchaser's signatory, jointly and severally. Purchaser and Purchaser's signatory also authorize DPF to withhold profit sharing and volume discount payments otherwise due Purchaser for payment of liabilities assumed by Purchaser under this paragraph.

In addition, Seller, Purchaser, and Purchaser's signatory shall be jointly liable for interest at the rate of twelve percent (12%) per annum on any amount not paid to the payee according to the Clearance Letter within two business days following Closingby Wire Transfer on the day of the closing, as well as all of the payee's costs (including attorney's fees) incurred in collecting the amounts due according to the Clearance Letter.

Nothing set forth in this paragraph relieves Seller of any liability to pay amounts due at Closingclosing.

6. **No Security Interest.** Purchaser acknowledges and agrees that it shall not grant a security interest in, or pledge as collateral of, any interest in any

premise lease, franchisee, Franchise Agreement(s), or any franchise rights thereunder, and Seller acknowledges that it will not attempt to acquire any such security interest.

7. **Delivery Area.** Neither Seller nor Purchaser has the authority to change the boundaries of the delivery area of any Store(s) without the written consent of DPL or DPF. If there are any discrepancies over the exact boundaries of the delivery area of any Store(s), the boundaries that are set out on the map maintained by DPL or DPF shall control.

Seller agrees to disclose to Purchaser, prior to ~~Closing~~~~closing~~ any limitations Seller has placed on delivery service offered by the Store(s) and furnish Purchaser with copies of documents supporting Seller's reasons for, and other information about, the limitations.

Purchaser acknowledges that it is familiar with the boundaries of all delivery areas and further agrees to make an independent review and evaluation of the entire delivery area(s) of the Store(s) within thirty (30) days after ~~Closing~~~~closing~~ and Purchaser shall adopt and implement its delivery service policy in accordance with the Domino's Pizza Limited Delivery Service Policy and Standard.

8. **Sale Information.** Seller and Purchaser agree that DPL, DPF, DPML and their subsidiaries and affiliates do not represent or warrant the accuracy of any information Seller has provided to Purchaser in connection with this transaction and DPL, DPF, DPML and their subsidiaries and affiliates shall have no liability for the information or failure to provide information.

IN WITNESS WHEREOF, the parties have executed this Rider on or as of the date first above written.

SELLER:

PURCHASER:

By: _____

By: _____

Its:

Its:

Initial

Store # Store Address

EXHIBIT B

Example **FORM OF** **Domino's Pizza** **Entity Clearance Letter**

It is agreed that as of _____, 20____, [Franchisee's Name], individually and as Controlling Owner (the "Seller") of Domino's Pizza Store(s) # _____ (the "Stores"), whose assets are being sold pursuant to the terms of a certain "Purchase Agreement", is indebted in the following amounts:

- Royalties & Advertising	\$ _____
- Equipment & Supply	\$ _____
- Supply Chain Center	\$ _____
- Technology (i.e. OLO, Pulse, etc.)	\$ _____
- Internal Promissory Notes	\$ _____
- ADVO	\$ _____
- Miscellaneous	\$ _____
TOTAL DUE AT CLOSING:	\$ _____

Seller must sign and return this Entity Clearance Letter to Domino Pizza LLC at least one (1) business day prior to the closing. Seller authorizes the release of this information and authorizes and agrees to the following:

On or before the date of the transaction, either: (1) the Seller will pay the total amount due at closing by wire transfer; or (2) the Purchaser of the assets of the Stores, upon agreement with Seller, will pay the total amount due at closing by wire transfer. Further, should any payments previously made via the Domino's Online Payment System (DOPS) fail to clear by the closing date, the amounts pending will become due immediately and payment in full will be made at closing.

This Clearance Letter has been prepared by Domino's Pizza LLC, as Master Servicer, according to the best information available to it at the time it is prepared. **In the event it is later determined that any amount above had been incorrectly calculated, either (1) the appropriate Domino's Pizza entity shall refund any amount overpaid, or (2) the Seller shall remain liable for, and pay on demand, any additional amount due.**

Please send the **Wire Transfer** in the amount of \$ _____ on or before the day of the transaction to:

JP Morgan Chase
New York, NY 10005
Domino's Pizza
ABA # 0210-0002-1
Acct # 1270623

Domino's Pizza LLC, as Master Servicer _____ Acknowledged By: _____

By: _____

Seller: _____

Signature

Signature

(Print "Name" Above)

(Print "Name" Above)

EXHIBIT Q

OPERATING MANUAL TABLE OF CONTENTS

**DOMINO'S
OPERATIONS STANDARDS
TABLE OF CONTENTS**

SECTION	NUMBER OF PAGES
Standards	2
Safety & Security	11
Store Operations	35
Image and Identity	37
Leasing	3
Store Construction	4
Utility Services/Connections	3
Equipment	16
TOTAL NUMBER OF PAGES:	111

**DOMINO'S
PRODUCT STANDARDS & PROCEDURES
TABLE OF CONTENTS**

SECTION	NUMBER OF PAGES
Product Storage/Handling	1
Product Transporting/Holding/Discarding Information	1
Foreign Matter	1
Pizza Standards Information	2
Spacers/Staples	1
Original Hand Tossed Information	3
Brooklyn Style Pizza Information	2
Pan Pizza	4
Gluten Free Pizza	1
Artisan Pizza	2
Thin Crust Information	2
American Legends Pizzas	3
Smart Slice School Lunch Program (coming soon)	0

Feast Pizzas	3
Domino's Sauce Information	1
Domino's Cheese Information	2
Itemization/Toppings	2
Extra, Double, and Triple Topping Portions	1
Toppings on the Side	1
Pizza Product Itemization & Portioning Information	1
Portion Charts	2
Fresh Bread Information	4
Dipping Cups	1
Buffalo Wings Information	2
Domino's Pizza Boneless Chicken Pieces Information	2
Oven Baked Sandwich Information	4
Pasta & Sauce Information	3
Salad Information	1
Chocolate Lava Crunch Cakes	1
Beverages	1
Vegetable Specifications	2
TOTAL NUMBER OF PAGES:	57

EXHIBIT S

DOMINO'S PIZZA ONLINE ORDERING FRANCHISEE SERVICES AGREEMENT

Domino's Pizza Online Ordering Franchisee Services Agreement

This Online Ordering Franchisee Services Agreement (this "Agreement"), dated _____, 20____, is by and between Domino's Pizza LLC, its parents, subsidiaries and affiliates, ("Domino's") and «**FranFirstName**» «**FranLastName**» ("Controlling Owner") and all corporations, partnerships, limited liability companies or other business entities owned by the Controlling Owner (referred to collectively herein as "Franchisee").

WHEREAS, Domino's has developed an online ordering engine ("OLO") for internet based orders ("Web Orders") to be used by Domino's Pizza franchisees in Domino's Pizza stores (each a "Store" and collectively, the "Stores") operating the Domino's PULSE computer system. Franchisees will be responsible for payment of the OLO Fees in the Franchisee's Stores and Domino's will invoice and collect from participating franchisees the OLO Fees in the Franchisee's Stores; and

WHEREAS, Franchisee desires to have all Stores in which Franchisee owns a controlling interest receive Web Orders according to the terms of this Agreement and the rules, standards and policies set from time to time related to Web Orders. For purposes of this Agreement "owns a controlling interest" shall mean any Store in which the Franchisee has at least a 51% ownership interest.

NOW THEREFORE, in consideration of the premises, the mutual promises contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Term; Termination

1.1 The term of the Agreement shall commence upon acceptance of this Agreement by Domino's at its offices in Ann Arbor, Michigan, and shall remain in force for a period of five (5) years (the "Original Term"), except as otherwise stated. At the end of the Original Term, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term"), unless cancelled by either party by giving not less than sixty (60) days' written notice prior to the expiration of the Initial Term or a Renewal Term, as the case may be.

1.2 Either party may terminate this agreement in the event of any breach by the other party which breach is not cured within thirty (30) days after receipt of written notice of such breach, except for termination in accordance with Section 3.2 below.

1.3 Domino's may terminate the Agreement: (i) at any time on written notice to Franchisee; or (ii) in the event of nonpayment by Franchisee if such breach is not cured within ten (10) days after receipt of written notice.

1.4 Franchisee may terminate this Agreement at any time.

1.5 This Agreement shall terminate immediately upon (a) Franchisee's bankruptcy or insolvency; (b) the cessation of Franchisee's business operations as a Domino's Pizza franchisee or the termination or non-renewal of the Franchise Agreement for the Store; (c) the cessation of Franchisee's use of the Domino's Pulse system; or (c) for the reasons set out below in section 3.

1.6 Upon any termination of the Agreement, Franchisee shall immediately terminate the use of the OLO and Domino's shall have the right to terminate Franchisee's use of OLO. Franchisee is still responsible to pay for any orders that were placed prior to termination of agreement. The provisions of this Agreement relating to title and ownership as set forth in Section 3 and the confidentiality provisions in Section 6.7 shall survive any termination of this Agreement.

2. Fees and Charges; Invoices and Payment

2.1 Franchisee agrees to pay ~~\$0.15~~ **\$0.17** per Web Order for all Web Orders occurring in the Stores before ~~October 10, 2010~~ **March 9, 2015** and ~~\$0.17~~ **\$0.21** per Web Order for all Web Orders occurring in the Stores on or after ~~October 10, 2010~~ **March 9, 2015**. A Web Order shall include any order transferred to the Store via the OLO system including orders not fulfilled by the Store for any reason. The transaction fees to be paid by Franchisee shall be invoiced by Domino's on a quarterly basis, or on such other periodic basis as Domino's determines in its sole discretion. Domino's shall provide the Franchisee with data supporting the transaction count used to determine the total Web Order transaction fees via Domino's Online including Domino's Pulse order identification, Web Order date, Web Order time and Web Order ticket amount and Franchisee agrees to provide information and documents requested by Domino's pertaining to Web Orders.

2.2 Franchisee agrees to accept an electronic invoice from Domino's for all fees and remit payment via the Domino's Online Payment System or as otherwise from time to time instructed by Domino's. Domino's will send the electronic invoice to the

Franchisee's email address provided to Domino's. Payment is due upon receipt of invoice, without set-off or claim. If payment is not received within fifteen (15) days from receipt of invoice Domino's may: (i) assess a charge not to exceed one and a half percent (1.5%) per month on all amounts due; and/or (ii) pursue other remedies available at law, or pursuant to other agreements between Franchisee and Domino's, or pursuant to this Agreement. All prices and payments are in U.S. dollars.

2.3 The Web Order transaction fee invoiced by Domino's pursuant to Section 2.1 of this Agreement may be affected by external pressures including but not limited to changes in third party charges, overall usage of OLO by the Domino's Pizza system and technological advances. Accordingly, Domino's reserves the right to adjust (either increase or decrease) the Web Order transaction fee described in Section 2.1 of this Agreement at any time with ninety (90) days prior notice to Franchisee. The Domino's Technology Advisory Board will review any Web Order transaction fee increases. Such changes to the Web Order transaction fee, if any, would apply only to Web Orders completed after such notice of such a Web Order transaction fee adjustment is given.

3. Ownership Rights; Nondisclosure

3.1 All rights to patents, copyrights, trademarks and trade secrets in the OLO or any modifications shall remain with Domino's and/or with the respective manufacturer or author.

3.2 Domino's may immediately terminate this Agreement in the event Franchisee violates or infringes on the intellectual property rights of another with respect to OLO, or challenges the ownership rights as set out above in section 3.1.

4. Limitation of Liability

DOMINO'S SHALL HAVE NO LIABILITY WHATSOEVER UNDER THIS AGREEMENT FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, LOSS OF PROFITS OR EXEMPLARY DAMAGES UNDER ANY CIRCUMSTANCES, WHETHER BASED ON TORT OR BREACH OF CONTRACT CLAIMS OR ON ANY OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Franchisee Data

Franchisee agrees that Domino's may, at any time, have full access, both on-site and from a remote location, to all of Franchisee's computer data, equipment and systems containing any and all of the information, records and reports relating to OLO and to use the data in the evaluation of OLO and in the preparation of invoices for OLO in accordance with this Agreement. Domino's will use the same degree of care to protect against the unauthorized use of the information by third parties as it does with respect to its own information of a similar type.

6. General

6.1 This Agreement and all addenda, if any, supersedes in full all prior discussions and agreements, oral and written, between the parties relating to OLO and Web Orders and constitutes the entire agreement between the parties relating to OLO and Web Orders. This Agreement may be modified or supplemented only in writing signed by an authorized representative of each party.

6.2 Neither party shall be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, strikes or inability to maintain labor or materials on time.

6.3 If any provision of this Agreement shall be deemed illegal or otherwise unenforceable, that portion shall be severed and the remainder of this Agreement shall remain in full force and effect. A waiver shall be effective only if made in writing and signed by an authorized representative of both parties. The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance.

6.4 All required notices under this Agreement shall be given by regular mail, facsimile or other electronic system such as email.

If to Domino's: Domino's Pizza
30 Frank Lloyd Wright Drive
Ann Arbor, MI 48105
Attention: General Counsel
Fax: 734-327-8877

If to Franchisee, required notices shall be addressed to the most current business address, home address or email address sent by Franchisee to Domino's in writing.

Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice.

6.5 This Agreement shall be governed by the laws of the State of Michigan.

6.6 Neither party to this Agreement is, or shall represent itself to be, an agent, partner, or employee of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, agency, or partnership, or any relationship other than independent parties to a contract. Each party retains control of the day to day activities of its respective business.

6.7 Domino's reserves the right to enter into agreements with third-party providers for any part of the OLO functionality without Franchisee consent during the term of this Agreement.

6.8 Franchisee acknowledges that during the term of this Agreement, it may obtain access to confidential and proprietary information, trade secrets and financial information (the "Confidential Information") relating to OLO and Web Orders. Franchisee acknowledges that Domino's would be irreparably damaged by the disclosure of the Confidential Information to others. Therefore, Franchisee agrees to keep secret and confidential and not to disclose the Confidential Information of Domino's relating to OLO and Web Orders without the prior written consent of Domino's. The agreement not to disclose the Confidential Information shall survive the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Domino's Pizza LLC

Franchisee: «FranFirstName» «FranLastName»

By: _____
Name: Kelly Garcia
Title: Vice President

Signature: X _____

Print Name: X _____

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Domino's Pizza Franchising LLC ("DPF") offers you a franchise, it must provide this disclosure document to you fourteen calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. [However, some state franchise laws require that DPF provide this disclosure document to you at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.]

If DPF does not deliver this disclosure document on time or it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission Washington, D. C. 20580 and your respective state agency.

The name, principal business address and telephone number of each franchise seller is as follows:

Joseph P. Devereaux, Director of Franchise Services, CFE, Dominos' Pizza Franchising LLC, 24 Frank Lloyd Wright Drive, P.O. Box 485, Ann Arbor, Michigan 48105-9755, (734) 930-3030.

Issuance Date: April 1, 2015, as amended September 1, 2014

We authorize the respective state agencies identified on Exhibit A to receive service of process for DPF in the particular state. I have received a Disclosure Document dated April 1, 2015, as amended September 1, 2014. (For state-specific effective dates, see Exhibit A of this disclosure document) that included the following Exhibits:

- A List of State Agencies/Agents for Service of Process
- B List of Domino's Pizza Franchisees
- B-1 List of Domino's Pizza Non-Traditional Franchisees
- B-2 List of Domino's Pizza Transitional Franchisees
- B-3 List of Domino's Licensees
- B-4 List of Franchisees Who Have Left the System
- C Domino's Pizza Franchising LLC Financial Statements
- D Domino's Pizza LLC Financial Statements
- E Standard Franchise Agreement
- F Non-Traditional Store Franchise Agreement
- G Transitional Store Franchise Agreement
- H Development Agreement
- I License Agreement
- J Site Development Agreement
- K Domino's Pizza Help Desk Services Agreement
- L Sale of Assets Agreement
- M Domino's PULSE Software License Agreement
- N Expiration of Franchise Agreement and Release
- O Rider to Lease
- P Rider to Purchase Agreement
- Q Operating Manual Table of Contents
- R Application for Franchise (Renewal)
- S Domino's Pizza Online Ordering Franchisee Services Agreement

Date

Printed Name

Signature

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Date

Printed Name

Signature