UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): April 24, 2018

DOMINO'S PIZZA, INC.
(Exact name of Registrant as specified in charter)

Delaware	**001-32242**	**38-2511577**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification Number)**

30 Frank Lloyd Wright Drive **Ann Arbor, Michigan**	**48106**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrants' telephone number, including area code (734) 930-3030

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14A-12 under the Exchange Act (17 CFR 240.14A-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

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

This current report is neither an offer to sell nor a solicitation of an offer to buy any securities of Domino's Pizza, Inc. (the "Company") or any subsidiary of the Company.

Item 1.01 Entry into a Material Definitive Agreement.

General

On April 24, 2018, Domino's Pizza Master Issuer LLC, Domino's SPV Canadian Holding Company Inc., Domino's Pizza Distribution LLC and Domino's IP Holder LLC, each of which is a limited-purpose, bankruptcy remote, wholly-owned indirect subsidiary of the Company (collectively, the "Co-Issuers"), completed a previously announced refinancing transaction by issuing $825 million aggregate principal amount of fixed rate notes consisting of $425 million Series 2018-1 4.116% Fixed Rate Senior Secured Notes, Class A-2-I (the "2018-1 Class A-2-I Notes") and $400 million Series 2018-1 4.328% Fixed Rate Senior Secured Notes, Class A-2-II (the "2018-1 Class A-2-II Notes," and together with the 2018-1 Class A-2-I Notes, the "2018-1 Notes") in an offering exempt from registration under the Securities Act of 1933, as amended.

The 2018-1 Notes were issued pursuant to (i) the Amended and Restated Base Indenture, dated March 15, 2012, as amended by the First Supplement thereto, dated September 16, 2013 ("the First Supplement"), the Second Supplement thereto, dated October 21, 2015 (the "Second Supplement"), the Third Supplement thereto, dated October 21, 2015 (the "Third Supplement"), and the Fourth Supplement thereto, dated July 24, 2017 (the "Fourth Supplement") (the Amended and Restated Base Indenture as amended by the First Supplement, the Second Supplement, the Third Supplement and the Fourth Supplement being referred to herein collectively as the "Base Indenture") and (ii) the Series 2018-1 Supplement thereto, dated April 24, 2018 (the "Series 2018-1 Supplement"), in each case entered into by and among the Co-Issuers and Citibank, N. A., as the trustee (the "Trustee") and the securities intermediary thereunder. The Base Indenture allows the Co-Issuers to issue additional series of notes subject to certain conditions set forth therein, and the Base Indenture, together with the 2018-1 Series Supplement and any other supplemental indenture to the Base Indenture, is referred to herein as the "Indenture".

The 2018-1 Notes are part of a securitization transaction initiated with the issuance and sale of certain senior secured notes by the Co-Issuers in 2012, pursuant to which substantially all of the Company's revenue-generating assets, consisting principally of franchise-related agreements, product distribution agreements and related assets, its intellectual property and license agreements for the use of its intellectual property, are held by the Co-Issuers and certain other limited-purpose, bankruptcy remote, wholly-owned indirect subsidiaries of the Company that act as guarantors of the notes issued by the Co-Issuers. The Co-Issuers and the Guarantors referred to below under "Guarantees and Collateral" have pledged substantially all of their assets to secure the notes issued pursuant to the Indenture.

2018-1 Notes

While the 2018-1 Notes are outstanding, scheduled payments of principal and interest are required to be made on the 2018-1 Notes on a quarterly basis. The payment of principal of the 2018-1 Notes may be suspended if the leverage ratios for the Company and its subsidiaries and for the Securitization Entities (defined below) is less than or equal to 5.0x.

The legal final maturity date of the 2018-1 Notes is in July of 2048. If the Co-Issuers have not repaid or refinanced the 2018-1 Notes prior to October of 2025, in the case of the 2018-1 Class A-2-I Notes, and July of 2027, in the case of the 2018-1 Class A-2-II Notes, additional interest will accrue thereon in an amount equal to the greater of (i) 5.00% per annum and (ii) a per annum interest rate equal to the amount,

if any, by which (i) the sum of the yield to maturity (adjusted to a quarterly bond-equivalent basis) on the Series 2018-1 anticipated repayment date of the United States Treasury security having a term closest to 10 years, plus 5.00%, plus (A) with respect to the Series 2018-1 Class A-2-I Notes, 1.30% and (B) with respect to the Series 2018-1 Class A-2-II Notes, 1.50% exceeds (ii) the original interest rate with respect to such tranche.

The 2018-1 Notes are secured by the collateral described below under "Guarantees and Collateral."

Guarantees and Collateral

Pursuant to the Amended and Restated Guarantee and Collateral Agreement, dated March 15, 2012 (the "Guarantee and Collateral Agreement"), among Domino's SPV Guarantor LLC, Domino's Pizza Franchising LLC, Domino's Pizza International Franchising Inc., Domino's Pizza Canadian Distribution ULC, Domino's RE LLC and Domino's EQ LLC, each as a guarantor of the 2018-1 Notes (collectively, the "Guarantors"), in favor of the Trustee, the Guarantors guarantee the obligations of the Co-Issuers under the Indenture and related documents and secure the guarantee by granting a security interest in substantially all of their assets.

The 2018-1 Notes are secured by a security interest in substantially all of the assets of the Co-Issuers and the Guarantors (collectively, the "Securitization Entities"). The 2018-1 Notes are obligations only of the Co-Issuers pursuant to the Indenture and are unconditionally and irrevocably guaranteed by the Guarantors pursuant to the Guarantee and Collateral Agreement. Except as described below, neither the Company nor any subsidiary of the Company, other than the Securitization Entities, will guarantee or in any way be liable for the obligations of the Co-Issuers under the Indenture or the 2018-1 Notes.

Management of the Securitized Assets

None of the Securitization Entities has employees. Each of the Securitization Entities entered into an amended and restated management agreement dated March 15, 2012 (the "Amended and Restated Management Agreement"), entered into by and among the Securitization Entities, Domino's Pizza LLC, as manager, and the Trustee, as amended by the Amendment No. 1 dated as of October 21, 2015 to the Amended and Restated Management Agreement (the "Amendment No. 1 Management Agreement") and by the Amendment No. 2 dated as of July 24, 2017 to the Amended and Restated Management Agreement (the "Amendment No. 2 Management Agreement" and, together with the Amended and Restated Management Agreement and Amendment No. 1 Management Agreement, the "Management Agreement"), in each case entered into by and among the Securitization Entities, Domino's Pizza NS Co., Domino's Pizza LLC, as manager, and the Trustee. Domino's Pizza LLC acts as the manager with respect to the Securitized Assets. The primary responsibilities of the manager are to perform certain franchising, distribution, intellectual property and operational functions on behalf of the Securitization Entities with respect to the Securitized Assets pursuant to the Management Agreement. Domino's Pizza NS Co. performs all services for Domino's Pizza Canadian Distribution ULC, which conducts the distribution business in Canada.

Covenants and Restrictions

The 2018-1 Notes are subject to a series of covenants and restrictions customary for transactions of this type, including as set forth in the Parent Company Support Agreement dated as of March 15, 2012 (the "Original Parent Company Support Agreement"), as amended by the Amendment No. 1 dated as of October 21, 2015 to the Parent Company Support Agreement (the "Amendment No. 1 Parent Company Support Agreement" and together with the Original Parent Company Support Agreement, the "Parent Company Support Agreement"), in each case entered into by and among the Company and the Trustee.

These covenants and restrictions include (i) that the Co-Issuers maintain specified reserve accounts to be used to make required payments in respect of the 2018-1 Notes, (ii) provisions relating to optional and mandatory prepayments, including mandatory prepayments in the event of a change of control (as defined in the Series 2018-1 Supplement) and the related payment of specified amounts, including specified make-whole payments in the case of the 2018-1 Notes under certain circumstances, (iii) certain indemnification payments in the event, among other filings, the transfers of the assets pledged as collateral for the 2018-1 Notes are in stated ways defective or ineffective and (iv) covenants relating to recordkeeping, access to information and similar matters. The 2018-1 Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain stated debt service coverage ratios, the sum of global retail sales for all stores being below certain levels on certain measurement dates, certain manager termination events, an event of default and the failure to repay or refinance the 2018-1 Notes on the scheduled maturity date. Rapid amortization events may be cured in certain circumstances, upon which cure, regular amortization will resume. The 2018-1 Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal or other amounts due on or with respect to the 2018-1 Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective and certain judgments.

Use of Proceeds

A portion of the net proceeds of the offering of the 2018-1 Notes will be used to make a deposit with Citibank, N.A. as trustee in trust for the benefit of the holders of the Series 2015-1 Class A-2-I Notes previously issued under the Base Indenture, for the repayment in full of $490.1 million in aggregate principal amount of 2015-1 Class A-2-I Notes at par, which repayment is expected to occur on April 27, 2018. The Co-Issuers may also use the net proceeds of the offering to (i) pre-fund a portion of the principal and interest payable on the 2018-1 Notes, (ii) repay all or a portion of the Series 2017-1 Class A-1 Notes previously issued under the Base Indenture (which repaid amounts may subsequently be reborrowed) and (iii) pay fees and expenses related to the offering of the 2018-1 Notes. Any additional net proceeds will be distributed up to Domino's Pizza, Inc. to be used for general business purposes, which may include distributions to holders of common stock, other equivalent payments and stock repurchases.

Following the refinancing transaction, including the repayment of the Series 2015-1 Class A-2-I Notes, there will be approximately $784 million in aggregate principal amount of Series 2015-1 Class A-2-II Notes outstanding under the Base Indenture, approximately $1,886 million in aggregate principal amount of Series 2017-1 Class A-2 Notes outstanding under the Base Indenture, approximately $825 million in outstanding principal amount of 2018-1 Class A-2 Notes, and approximately $8 million in capital lease obligations of the Company. In addition, in connection with the Series 2017-1 Class A-1 Notes previously issued under the Base Indenture, the Co-Issuers have access to a $175 million revolving financing facility, under which approximately $46.7 million in letters of credit and approximately $80 million in principal amount are currently outstanding.

The foregoing summaries do not purport to be complete and are subject to, and qualified in their entirety by reference to, the complete copies of the Amended and Restated Base Indenture, dated March 15, 2012, the form of which is attached as Exhibit 4.1 to the Current Report on Form 8-K filed by the Company on March 19, 2012, the First Supplement, the form of which is attached as Exhibit 4.1 to the Current Report on Form 8-K filed by the Company on October 22, 2015, Second Supplement, the form of which is attached as Exhibit 4.2 to the Current Report on Form 8-K filed by the Company on October 22, 2015, the Third Supplement, the form of which is attached as Exhibit 4.3 to the Current Report on Form 8-K filed by the Company on October 22, 2015, the Fourth Supplement, the form of which is attached as Exhibit 4.1 to the Current Report on Form 8-K filed by the Company on July 25, 2017, the Guarantee and Collateral Agreement, the form of which is attached as Exhibit 10.2, to the Current Report on Form 8-K

filed by the Company on March 19, 2012, the Amended and Restated Management Agreement, the form of which is attached as Exhibit 10.3 to the Current Report on Form 8-K filed by the Company on March 19, 2012, Amendment No. 1 Management Agreement, the form of which is attached as Exhibit 10.3 to the Current Report on Form 8-K filed by the Company on October 22, 2015, Amendment No. 2 Management Agreement, the form of which is attached as Exhibit 10.1 to the Current Report on Form 8-K filed by the Company on July 25, 2017, the Original Parent Company Support Agreement, the form of which is attached as Exhibit 10.4 to the Current Report on Form 8-K filed by the Company on October 22, 2015, Amendment No. 1 Parent Company Support Agreement, the form of which is attached as Exhibit 10.5 to the Current Report on Form 8-K filed by the Company on October 22, 2015, and the Series 2018-1 Supplement, the form of which is attached as Exhibit 4.1 hereto, and each of which are hereby incorporated herein by reference. Interested parties should read the documents in their entirety.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The descriptions in Item 1.01 are incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

Exhibit 99.1 hereto includes certain historical and pro forma financial information of the Company related to the securitization transaction.

Item 8.01 Other Events.

In connection with the issuance and sale of the 2018-1 Notes, the Co-Issuers entered into a purchase agreement (the “Purchase Agreement”), dated April 18, 2018, by and among the Co-Issuers, the Company, Domino’s Pizza LLC, Domino’s, Inc., the guarantors party thereto and Guggenheim Securities, LLC, as representative of the initial purchasers named in Schedule I thereto. A copy of the Purchase Agreement is filed as Exhibit 1.1 hereto.

“Safe Harbor” Statement under Private Securities Litigation Reform Act of 1995

This current report on Form 8-K contains various forward-looking statements about the Company within the meaning of the Private Securities Litigation Reform Act of 1995 (the “Act”) that are based on current management expectations that involve substantial risks and uncertainties which could cause actual results to differ materially from the results expressed in, or implied by, these forward-looking statements. The following cautionary statements are being made pursuant to the provisions of the Act and with the intention of obtaining the benefits of the “safe harbor” provisions of the Act. You can identify forward-looking statements by the use of words such as “anticipates,” “believes,” “could,” “should,” “estimates,” “expects,” “intends,” “may,” “will,” “plans,” “predicts,” “projects,” “seeks,” “approximately,” “potential,” “outlook” and similar terms and phrases that concern our strategy, plans or intentions, including references to assumptions. These forward-looking statements address various matters including the terms of the Company’s refinancing transactions. While we believe these expectations and projections are based on reasonable assumptions, such forward-looking statements are inherently subject to risks, uncertainties and assumptions. Important factors that could cause actual results to differ materially from our expectations are more fully described in our other filings with the Securities and Exchange Commission, including under the section headed “Risk Factors” in our annual report on Form 10-K. Actual results may differ materially from those expressed or implied in the forward-looking statements as a result of various factors, including but not limited to: our substantial indebtedness and our ability to incur additional indebtedness or refinance that indebtedness in the future; our future financial performance and our ability to pay principal and interest on our indebtedness. In light of these risks,

uncertainties and assumptions, the forward-looking events discussed in this current report on Form 8-K might not occur. All forward-looking statements speak only as of the date of this current report on Form 8-K and should be evaluated with an understanding of their inherent uncertainty. Except as required under federal securities laws and the rules and regulations of the Securities and Exchange Commission, we will not undertake and specifically decline any obligation to publicly update or revise any forward-looking statements to reflect events or circumstances arising after the date of this current report on Form 8-K, whether as a result of new information, future events or otherwise. You are cautioned not to place undue reliance on the forward-looking statements included in this current report on Form 8-K or that may be made elsewhere from time to time by, or on behalf of, us. All forward-looking statements attributable to us are expressly qualified by these cautionary statements.

As provided in General Instruction B.2 of Form 8-K, the information contained in this Item 7.01 of this Form 8-K, including the information contained in Exhibit 99.1, shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such a filing. In furnishing such information, we make no admission as to the materiality of any such information in this report that is required to be disclosed solely by reason of Regulation FD.

Item 9.01 Financial Statements and Exhibits.

Exhibit Number	Description
1.1	Purchase Agreement, dated April 18, 2018, by and among Domino's Pizza Master Issuer LLC, Domino's SPV Canadian Holding Company Inc., Domino's Pizza Distribution LLC, Domino's IP Holder LLC, Domino's Pizza, Inc., Domino's Pizza LLC, Domino's, Inc., the guarantors party thereto and Guggenheim Securities, LLC, as representative of the initial purchasers named in Schedule I thereto.
4.1	Supplemental Indenture, dated as of April 24, 2018, among Domino's Pizza Master Issuer LLC, Domino's SPV Canadian Holding Company Inc., Domino's Pizza Distribution LLC and Domino's IP Holder LLC, each as Co-Issuer of Series 2018-1 4.116% Fixed Rate Senior Secured Notes, Class A-2-I and Series 2018-1 4.328% Fixed Rate Senior Secured Notes, Class A-2-II, and Citibank, N.A., as Trustee and Securities Intermediary.
99.1	Certain Historical and Pro Forma Financial Information of the Company.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DOMINO'S PIZZA, INC.
(Registrant)

By: /s/ Jeffrey D. Lawrence
Name: Jeffrey D. Lawrence
Title: Chief Financial Officer

Date: April 25, 2018

Exhibit 1.1

EXECUTION VERSION

DOMINO'S PIZZA MASTER ISSUER LLC, DOMINO'S IP HOLDER LLC, DOMINO'S PIZZA DISTRIBUTION LLC AND DOMINO'S SPV CANADIAN HOLDING COMPANY INC.

SERIES 2018-1 4.116% FIXED RATE SENIOR SECURED NOTES, CLASS A-2-I

SERIES 2018-1 4.328% FIXED RATE SENIOR SECURED NOTES, CLASS A-2-II

PURCHASE AGREEMENT

April 18, 2018

GUGGENHEIM SECURITIES, LLC
As Representative of the Initial Purchasers
named in Schedule I hereto
c/o Guggenheim Securities, LLC
330 Madison Avenue
New York, New York 10017

Ladies and Gentlemen:

Domino's Pizza Master Issuer LLC, a Delaware limited liability company (the "***Master Issuer***"), Domino's Pizza Distribution LLC, a Delaware limited liability company (the "***Domestic Distributor***"), Domino's IP Holder LLC, a Delaware limited liability company (the "***IP Holder***") and Domino's SPV Canadian Holding Company Inc., a Delaware corporation ("***SPV Canadian Holdco***" and together with the Master Issuer, the Domestic Distributor and the IP Holder, the "***Co-Issuers***"), propose, upon the terms and conditions stated herein, to issue and sell to the initial purchasers named in Schedule I hereto (the "***Initial Purchasers***"), two series of senior secured notes, (i) the Series 2018-1 4.116% Fixed Rate Senior Secured Notes, Class A-2-I Notes (the "***Series 2018-1 Class A-2-I Notes***") in an aggregate principal amount of $425,000,000 and (ii) the Series 2018-1 4.328% Fixed Rate Senior Secured Notes, Class A-2-II Notes (the "***Series 2018-1 Class A-2-II Notes***" and, together with the Series 2018-1 Class A-2-I Notes, the "***Offered Notes***") in an aggregate principal amount of $400,000,000.

The Offered Notes (i) will have terms and provisions that are summarized in the Pricing Disclosure Package (as defined below) and (ii) are to be issued pursuant to the Amended and Restated Base Indenture, dated as of March 15, 2012 (the "***Initial Closing Date***"), (as amended and supplemented as of the date hereof, the "***Base Indenture***"), and the Series 2018-1 Supplement thereto, to be dated on or about April 24, 2018 (the "***Series 2018-1 Supplement***" and, together with the Base Indenture, the Series 2012-1 Supplement thereto, dated as of March 15, 2012, the Series 2015-1 Supplement thereto, dated as of October 21, 2015, the Series 2017-1 Supplement thereto, dated as of July 24, 2017, the "***Indenture***"), in each case entered into by and among the Co-Issuers and Citibank, N.A., as trustee (in such capacity, the "***Trustee***") and as securities intermediary. The Co-Issuers' obligations under the Offered Notes will be jointly and severally irrevocably and unconditionally guaranteed (the "***Guarantees***") by

Domino’s SPV Guarantor LLC, a Delaware limited liability company (the “***SPV Guarantor***”), Domino’s Pizza Franchising LLC, a Delaware limited liability company (the “***Domestic Franchisor***”), Domino’s Pizza International Franchising Inc., a Delaware corporation (the “***International Franchisor***”), Domino’s Pizza Canadian Distribution ULC, a Nova Scotia unlimited company (the “***Canadian Distributor***”), Domino’s EQ LLC, a Delaware limited liability company (the “***Domestic Distribution Equipment Holder***”), and Domino’s RE LLC, a Delaware limited liability company (the “***Domestic Distribution Real Estate Holder***” and, together with the SPV Guarantor, the Domestic Franchisor, the International Franchisor, the Canadian Distributor and the Domestic Distribution Equipment Holder, the “***Guarantors***” and each a “***Guarantor***” and, together with the Co-Issuers, the “***Securitization Entities***” and each, a “***Securitization Entity***”), pursuant to an Amended and Restated Guarantee and Collateral Agreement, dated March 15, 2012, by and among each Guarantor and the Trustee (the “***Guarantee and Collateral Agreement***”). This Agreement confirms the agreement of each the Domino’s Parties (as defined below) with regard to the purchase of the Offered Notes from the Co-Issuers by the Initial Purchasers. Guggenheim Securities, LLC is acting as the representative (the “***Representative***”) for the Initial Purchasers in its capacity as an Initial Purchaser.

For purposes of this Agreement, “***Domino’s***” shall mean Domino’s Pizza, Inc. a Delaware corporation, “***Intermediate Holdco***” shall mean Domino’s Inc., a Delaware corporation, “***Parent Companies***” shall mean, collectively, Domino’s and Intermediate Holdco, and “***Domino’s Parties***” shall mean, collectively, the Parent Companies, Domino’s Pizza LLC, a Michigan limited liability company, as manager (the “***Manager***”), and the Securitization Entities.

For purposes of this Agreement, capitalized terms used but not defined herein shall have the meanings given to such terms in the “Certain Definitions” section of the Pricing Disclosure Package (as defined below).

1. *Purchase and Resale of the Offered Notes*. The Offered Notes will be offered and sold by the Co-Issuers to the Initial Purchasers without registration under the Securities Act of 1933, as amended (the “***1933 Act***”), in reliance on an exemption pursuant to Section 4(a)(2) under the 1933 Act. The Domino’s Parties have prepared (i) a preliminary offering memorandum, dated April 9, 2018 (as amended or supplemented as of the Applicable Time (as defined below), the “***Preliminary Offering Memorandum***”) setting forth information regarding the Domino’s Parties and the Offered Notes, (ii) the investor presentations attached hereto as Exhibit 1 (the “***Investor Presentations***”), (iii) a pricing term sheet substantially in the form attached hereto as Schedule II (the “***Pricing Term Sheet***”) setting forth the terms of the Offered Notes and certain other information omitted from the Preliminary Offering Memorandum and (iv) a final offering memorandum to be dated prior to the Closing Date (as amended or supplemented, together with the Investor Presentations and the documents listed on Schedule III hereto, the “***Final Offering Memorandum***”), setting forth information regarding the Domino’s Parties and the Offered Notes. The Preliminary Offering Memorandum, the Pricing Term Sheet, the Investor Presentations and the communications and other documents and materials listed on Schedule III hereto are collectively referred to as the “***Pricing Disclosure Package***”. The Domino’s Parties hereby confirm that they have authorized the use of the Pricing Disclosure Package and the Final Offering Memorandum in connection with the offering and resale of the Offered Notes by the Initial Purchasers. “***Applicable Time***” means 10:09 a.m. (New York City time) on the date of this Agreement.

All references in this Agreement to the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Final Offering Memorandum include, unless expressly stated otherwise, all documents, financial statements and schedules and other information contained, incorporated by reference or deemed incorporated by reference therein (and references in this Agreement to such information being "contained," "included" or "stated" (and other references of like import) in the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Final Offering Memorandum shall be deemed to mean all such information contained, incorporated by reference or deemed incorporated by reference therein, to the extent such information has not been superseded or modified by other information contained, incorporated by reference or deemed incorporated by reference therein). All documents filed (but not furnished to the Initial Purchasers, unless such furnished document is expressly incorporated by reference in the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Final Offering Memorandum, as the case may be) with the U.S. Securities and Exchange Commission (the "***Commission***") under the Securities Exchange Act of 1934, as amended (the "***1934 Act***") and so deemed to be included in the Preliminary Offering Memorandum, Pricing Disclosure Package or the Final Offering Memorandum, as the case may be, or any amendment or supplement thereto are hereinafter referred to herein as the "***Exchange Act Reports***".

It is understood and acknowledged that upon original issuance thereof the Offered Notes (and all securities issued in exchange therefor or in substitution thereof) will bear the legends that are set forth under the caption "Transfer Restrictions" in the Pricing Disclosure Package.

You have advised the Co-Issuers that the Initial Purchasers intend to offer and resell (the "***Exempt Resales***") the Offered Notes purchased by the Initial Purchasers hereunder on the terms set forth in each of the Pricing Disclosure Package and the Final Offering Memorandum, as amended or supplemented, solely (a) to persons whom the Initial Purchasers reasonably believe to be "qualified institutional buyers" ("***QIBs***") as defined in Rule 144A under the 1933 Act ("***Rule 144A***") and (b) outside of the United States, to persons who are not U.S. Persons (such persons, "***Non-U.S. Persons***") as defined in Regulation S under the 1933 Act ("***Regulation S***") in offshore transactions in reliance on Regulation S, in each case, whom the Initial Purchasers reasonably believe are not Competitors. As used in the preceding sentence, the terms "***offshore transaction***" and "***United States***" have the meanings assigned to them in Regulation S. Those persons specified in clauses (a) and (b) above are referred to herein as "***Eligible Purchasers***".

2. *Representations and Warranties of the Domino's Parties*. Each of the Domino's Parties jointly and severally, represents and warrants, on and as of the date hereof and on and as of the Closing Date, as follows:

(a) When the Offered Notes are issued and delivered pursuant to this Agreement, such Offered Notes and the Guarantees will not be of the same class (within the meaning of Rule 144A) as securities that are listed on a national securities exchange registered under Section 6 of the 1934 Act or that are quoted in a United States automated inter-dealer quotation system.

(b) Assuming the accuracy of your representations and warranties in Section 3(b) of this Agreement, the purchase and resale of the Offered Notes pursuant to this Agreement (including pursuant to the Exempt Resales) are exempt from the registration requirements of the 1933 Act.

(c) No form of general solicitation or general advertising within the meaning of Regulation D under the 1933 Act (including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine or similar medium or broadcast over television or radio, or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising) (each, a "***General Solicitation***") was used by the Domino's Parties, any of their respective affiliates or any of their respective representatives (other than the Initial Purchasers and their affiliates or any of their respective representatives, as to whom the Domino's Parties make no representation) in connection with the offer and sale of the Offered Notes.

(d) No directed selling efforts within the meaning of Rule 902 under the 1933 Act were used by the Domino's Parties or any of their respective affiliates or any of their respective representatives (other than the Initial Purchasers and their respective affiliates or any of their respective representatives, as to whom the Domino's Parties make no representation) with respect to Offered Notes sold outside the United States to Non-U.S. Persons, and each of the Domino's Parties, their respective affiliates and their respective representatives (other than the Initial Purchasers and their respective affiliates and representatives, as to whom the Domino's Parties make no representation) has complied with and will implement the "***offering restrictions***" required by Rule 902 under the 1933 Act.

(e) Each of the Preliminary Offering Memorandum, the Pricing Disclosure Package and the Final Offering Memorandum, each as of its respective date, contains all the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the 1933 Act.

(f) None of the Domino's Parties nor any other person acting on behalf of any Domino's Party has offered or sold any securities in a manner that would be integrated with the offering of the Offered Notes contemplated by this Agreement pursuant to the 1933 Act, the rules and regulations thereunder or the interpretations thereof by the Commission.

(g) The Preliminary Offering Memorandum, the Pricing Disclosure Package and the Final Offering Memorandum have been prepared by the Domino's Parties for use by the Initial Purchasers in connection with the Exempt Resales. No order or decree preventing the use of the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Final Offering Memorandum, or any order asserting that the transactions contemplated by this Agreement are subject to the registration requirements of the 1933 Act, has been issued, and no proceeding for that purpose has commenced or is pending or, to the knowledge of any Domino's Party, is contemplated.

(h) The Pricing Disclosure Package did not, as of the Applicable Time, and will not, as of the Closing Date, contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that no representation or warranty is made as to information contained in the Pricing Disclosure Package in reliance upon and in conformity with the Initial Purchaser Information (as defined in Section 8(e) below).

(i) The Final Offering Memorandum will not, as of its date and as of the Closing Date, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that no representation or warranty is made as to information contained in the Final Offering Memorandum in reliance upon and in conformity with the Initial Purchaser Information.

(j) None of the Domino's Parties has prepared, made, used, authorized, approved or distributed and will not, and will not cause or allow its agents or representatives to, prepare, make, use, authorize, approve or distribute any written communication (as defined in Rule 405 under the 1933 Act) that constitutes an offer to sell or a solicitation of an offer to buy the Offered Notes, or otherwise is prepared to market the Offered Notes, other than the Pricing Disclosure Package and the Final Offering Memorandum, without the prior consent of the Representative.

(k) The Exchange Act Reports, when they were or are filed with the Commission, conformed or will conform in all material respects to the applicable requirements of the 1934 Act and the applicable rules and regulations of the Commission thereunder. The Exchange Act Reports did not, when filed with the Commission, contain an untrue statement of material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) Each of the Domino's Parties and each of its subsidiaries has been duly organized, is validly existing and in good standing as a corporation, limited liability company or unlimited company, as applicable, under the laws of its respective jurisdiction of organization and is duly qualified to do business and in good standing as a foreign corporation, limited liability company or unlimited company, as applicable, in each jurisdiction in which its ownership or lease of property or the conduct of its businesses requires such qualification, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have (i) a material adverse effect on the condition (financial or otherwise), results of operations, stockholders' equity, properties, management, business or prospects of the Securitization Entities or the Domino's Parties taken as a whole or (ii) a material adverse effect on the performance by the Domino's Parties of this Agreement, the Offered Notes, the Indenture or any of the other Related Documents or the consummation of any of the transactions contemplated hereby or thereby (collectively, clauses (i) and (ii), a "***Material Adverse Effect***"). Each of the Domino's Parties has all corporate, limited liability company or unlimited company power and authority necessary to own or lease its properties and to conduct the businesses in which it is now engaged or contemplated in the Pricing Disclosure Package and the Final Offering Memorandum. Domino's does not own or control, directly or indirectly, any corporation, limited liability company or other entity other than the subsidiaries listed in Exhibit 21.1 to Domino's Annual Report on Form 10-K for the fiscal year ended December 31, 2017.

(m) (i) Domino's has the debt capitalization as set forth in each of the Pricing Disclosure Package and the Final Offering Memorandum, and all of the issued and outstanding shares of capital stock of Domino's have been duly authorized and validly issued and are fully paid and non-assessable.

(ii) The Co-Issuers have an authorized capitalization as set forth in each of the Pricing Disclosure Package and the Final Offering Memorandum, and all of the issued and outstanding equity interests of the Co-Issuers have been duly authorized and validly issued and are fully paid and non-assessable.

(iii) All of the outstanding shares of capital stock, membership interests or other equity interests of each of the Securitization Entities are owned, directly or indirectly, by Domino's, free and clear of all liens, security interests, mortgages, pledges, charges, equities, claims or restrictions on transferability or encumbrances of any kind (collectively, "***Liens***"), other than those Liens (i) imposed by the Indenture and the Related Documents, (ii) which constitute Permitted Liens, (iii) that would not reasonably be expected to have a Material Adverse Effect or (iv) which result from transfer restrictions imposed by the Securities Act or the securities or blue sky laws of certain jurisdictions.

(n) Each of the Co-Issuers shall have all requisite corporate or limited liability company power and authority, as applicable, to execute, deliver and perform its respective obligations under the Indenture on the Closing Date. The Base Indenture has been duly and validly authorized, executed and delivered by the Co-Issuers and constitutes the valid and legally binding obligation of the Co-Issuers, enforceable against the Co-Issuers in accordance with its terms, except that such enforceability may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). The Series 2018-1 Supplement shall be duly and validly authorized by the Co-Issuers on or prior to the Closing Date and upon its execution and delivery and, assuming due authorization, execution and delivery by the Trustee, will constitute the valid and legally binding obligation of the Co-Issuers, enforceable against the Co-Issuers in accordance with its terms, except that such enforceability may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Assuming the accuracy of the representations and warranties of the Initial Purchasers contained in Section 3(b) of this Agreement, no qualification of the Indenture under the Trust Indenture Act of 1939, as amended (the "***Trust Indenture Act***") is required in connection with the offer and sale of the Offered Notes contemplated hereby or in connection with the Exempt Resales. The Base Indenture conforms in all material respects to the description thereof in each of the Pricing Disclosure Package and the Final Offering Memorandum. When executed by the Co-Issuers, the Series 2018-1 Supplement will conform in all material respects to the description thereof in each of the Pricing Disclosure Package and the Final Offering Memorandum.

(o) Each of the Co-Issuers shall have all requisite corporate or limited liability company power and authority, as applicable, to execute, issue, sell and perform its obligations under the Offered Notes on or prior to the Closing Date. The Offered Notes shall be duly

authorized by each of the Co-Issuers on or prior to the Closing Date and, when duly executed by each of the Co-Issuers in accordance with the terms of the Indenture, assuming due authentication of the Offered Notes by the Trustee, upon delivery to the Initial Purchasers against payment therefor in accordance with the terms hereof, will be validly issued and delivered and will constitute valid and legally binding obligations of each of the Co-Issuers entitled to the benefits of the Indenture, enforceable against each of the Co-Issuers in accordance with their terms, except that the enforceability may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). When executed by each of the Co-Issuers, the Offered Notes will conform in all material respects to the description thereof in each of the Pricing Disclosure Package and the Final Offering Memorandum.

(p) Each Guarantor had all requisite corporate, limited liability company or unlimited company power and authority, as applicable, to execute, issue and perform its obligations under the Guarantee and Collateral Agreement on the Initial Closing Date. The Guarantee and Collateral Agreement has been duly and validly authorized, executed and delivered by each of the Guarantors, and the Guarantee and Collateral Agreement constitutes valid and legally binding obligations of the Guarantors, enforceable against the Guarantors in accordance with their terms, except that the enforceability may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). The Guarantee and Collateral Agreement conforms in all material respects to the description thereof in each of the Pricing Disclosure Package and the Final Offering Memorandum. The Guarantee and Collateral Agreement is effective to guarantee the obligations of the Co-Issuers under the Offered Notes.

(q) Each of the Domino's Parties, as applicable, had and shall have all required corporate, limited liability company or unlimited company power and authority, as applicable, to execute, deliver and perform its obligations under each Related Document to which it is a party on the Initial Closing Date or on or prior to the Closing Date, as applicable (other than the Offered Notes, the Indenture and the Guarantee and Collateral Agreement to the extent covered in Section 2(n), (o) and (p)). Each Guarantor had and shall have all requisite corporate, limited liability company or unlimited company power and authority, to execute, deliver and perform its obligations under each Related Document to which it is a party on the Initial Closing Date or on or prior to the Closing Date (other than the Offered Notes, the Indenture and the Guarantee and Collateral Agreement to the extent covered in Section 2(n), (o) and (p)). Each of the Related Documents has been or shall be duly and validly authorized, executed and delivered by each of the Domino's Parties (to the extent a party thereto) and constitutes the valid and legally binding obligation of each of the Domino's Parties (to the extent a party thereto) enforceable against each of the Domino's Parties (to the extent a party thereto) in accordance with its terms, except that the enforceability may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and, as to rights of indemnification and contribution with respect to liabilities under securities laws, by principles of public policy. Each such Related Document conforms in all material respects to the description thereof (if any) in each of the Pricing Disclosure Package and the Final Offering Memorandum.

(r) Each of the Domino’s Parties party hereto has all requisite corporate, limited liability company or unlimited company power and authority, as applicable, to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered by each of the Domino’s Parties party hereto.

(s) (i) The issue and sale of the Offered Notes and the Guarantees, (ii) the execution, delivery and performance by the Domino’s Parties of the Offered Notes, the Guarantees, the Indenture, this Agreement and the other Related Documents (to the extent a party thereto), (iii) the application of the proceeds from the sale of the Offered Notes as described under “Use of Proceeds” in each of the Pricing Disclosure Package and the Final Offering Memorandum and (iv) the consummation of the transactions contemplated hereby and thereby, do not and will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, impose any lien, charge or encumbrance upon any property or assets of any of the Domino’s Parties or any of their respective subsidiaries, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, credit agreement, security agreement, license, lease or other agreement or instrument to which any of the Domino’s Parties or any of their respective subsidiaries is a party or by which any of the Domino’s Parties or any of their respective subsidiaries is bound or to which any of the property or assets of any of the Domino’s Parties or any of their respective subsidiaries is subject, except for Liens created by the Indenture or the other Related Documents and Permitted Liens, (B) result in any violation of the provisions of the charter, by-laws, certificate of formation, limited liability company agreement or other organizational document of any of the Domino’s Parties, or (C) result in any violation of any statute or any judgment, order, decree, rule or regulation of any court or governmental agency or body having jurisdiction over any of the Domino’s Parties or any of their respective subsidiaries or any of their respective properties or assets, except (in the case of clauses (A) and (C)) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(t) No consent, approval, authorization or order of, or filing, registration or qualification with any court or governmental agency or regulatory body having jurisdiction over any of the Domino’s Parties or any of their respective subsidiaries or any of their respective properties or assets is required for the issue and sale of the Offered Notes and the Guarantees, the execution, delivery and performance by any of the Domino’s Parties or any of their respective subsidiaries of the Offered Notes, the Guarantees, the Indenture, this Agreement and the other Related Documents (to the extent they are parties thereto), the application of the proceeds from the sale of the Offered Notes as described under “Use of Proceeds” in each of the Pricing Disclosure Package and the Final Offering Memorandum and the consummation of the transactions contemplated hereby and thereby, except for (A) such consents, approvals, authorizations, orders, filings, registrations or qualifications as shall have been obtained or made prior to the Closing Date or are permitted to be obtained or made subsequent to the Closing Date pursuant to the Indenture and (B) such consents, approvals, authorizations, orders, filings, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution and resale (including pursuant to the Exempt Resales) of the Offered Notes by the Initial Purchasers.

(u) The historical consolidated financial statements of Domino's (including the related notes and supporting schedules) included or incorporated by reference in the Pricing Disclosure Package and the Final Offering Memorandum present fairly in all material respects the financial condition, results of operations and cash flows of the entities referred to therein, at the dates and for the periods indicated, and have been prepared in conformity with accounting principles generally accepted in the United States ("***GAAP***") applied on a consistent basis throughout the periods involved. The interactive data in eXtensible Business Reporting Language incorporated by reference in the Pricing Disclosure Package and the Final Offering Memorandum fairly present in all material respects the information called for by, and have been prepared in accordance with, the Commission's rules and guidelines applicable thereto.

(v) The historical consolidated financial statements of the Master Issuer (including the related notes and supporting schedules) included in the Pricing Disclosure Package and the Final Offering Memorandum present fairly in all material respects the financial condition, results of operations and cash flows of the entities referred to therein, at the dates and for the periods indicated, and have been prepared in conformity with GAAP applied on a consistent basis throughout the periods involved.

(w) The Securitized Net Cash Flow included in the Pricing Disclosure Package and the Final Offering Memorandum is derived from the quarterly noteholder statements generated by the Master Issuer and represents the arithmetic sum of each of the relevant amounts reflected in such quarterly noteholder statements. The Securitized Net Cash Flow set forth in the Pricing Disclosure Package and the Final Offering Memorandum has been prepared on a basis consistent with the quarterly noteholder statements and gives effect to assumptions made on a reasonable basis and in good faith and present fairly in all material respects the historical Securitized Net Cash Flow.

(x) The non-GAAP financial measures that are included in the Pricing Disclosure Package and the Final Offering Memorandum have been calculated based on amounts derived from the financial statements and books and records of the Domino's Parties, and the Domino's Parties believe that any adjustments to such non-GAAP financial measures have a reasonable basis and have been made in good faith.

(y) PricewaterhouseCoopers LLP, who have certified certain financial statements of Domino's, whose report is incorporated by reference in the Pricing Disclosure Package and the Final Offering Memorandum and who have delivered the initial letter referred to in Section 7(n) hereof, (x) are independent registered public accountants with respect to Domino's and its subsidiaries within the meaning of the 1933 Act and the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board and (y) was, as of the date of such report, and is, as of the date hereof, an independent public accounting firm with respect to the Domino's Parties.

(z) Domino's and each of its subsidiaries maintain a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the 1934 Act) that

complies with the requirements of the 1934 Act and that has been designed by, or under the supervision of, Domino's principal executive and principal financial officers, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. Domino's and each of its subsidiaries maintain internal accounting controls sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including, but not limited to, internal accounting controls sufficient to provide reasonable assurance that (i) records are maintained in reasonable detail that accurately and fairly reflect the transactions and dispositions of the assets of Domino's and each of its subsidiaries, (ii) transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and that receipts and expenditures of Domino's and each of its subsidiaries are being made only in accordance with authorizations of management and directors of Domino's and each of its subsidiaries and (iii) the unauthorized acquisition, use or disposition of the assets of Domino's and each of its subsidiaries that could have a material effect on the financial statements are prevented or timely detected. As of the date of the most recent consolidated balance sheet of Domino's reviewed or audited by PricewaterhouseCoopers LLP and the audit committee of the board of directors of Domino's, there were no material weaknesses in any of Domino's and its subsidiaries' internal controls over financial reporting.

(aa) Since December 31, 2017, the date of the most recent balance sheet of Domino's and its consolidated subsidiaries audited by PricewaterhouseCoopers LLP and the audit committee of the board of directors of Domino's ("***Audit Date***"), (i) Domino's has not been advised of or become aware of (A) any significant deficiencies in the design or operation of internal control over financial reporting, that could adversely affect the ability of Domino's or any of its subsidiaries to record, process, summarize and report financial data, or any material weaknesses in internal control over financial reporting, or (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of any of Domino's or any of its subsidiaries or that is otherwise material to Domino's or any of its subsidiaries; and (ii) there have been no significant changes in internal control over financial reporting or in other factors that could significantly affect internal control over financial reporting, including any corrective actions with regard to significant deficiencies and material weaknesses.

(bb) The section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates" incorporated by reference in the Preliminary Offering Memorandum contained in the Pricing Disclosure Package and the Final Offering Memorandum accurately and fully describes (i) the accounting policies that Domino's believes are the most important in the portrayal of the financial condition and results of operations of Domino's and each of its subsidiaries and that require management's most difficult, subjective or complex judgments; (ii) the judgments and uncertainties affecting the application of critical accounting policies; and (iii) the likelihood that materially different amounts would be reported under different conditions or using different assumptions and an explanation thereof.

(cc) Except as described in each of the Pricing Disclosure Package and the Final Offering Memorandum, since the Audit Date, none of the Domino's Parties nor any of their respective subsidiaries has (i) sustained any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or legal, court or governmental action, order or decree, (ii) issued or granted any securities, (iii) incurred any liability or obligation, direct or contingent, other than liabilities and obligations that were incurred in the ordinary course of business, (iv) entered into any transaction not in the ordinary course of business and/or (v) declared or paid any dividend on its capital stock, and since the Audit Date, there has not been any change in the capital stock or limited liability company interests, as applicable, or long-term or short-term debt of any of the Domino's Parties or any of their respective subsidiaries or any changes, or any development involving a change, whether or not arising from transactions in the ordinary course of business, in the business, general affairs, management, condition (financial or otherwise), results of operations, stockholders' equity or limited liability company interests, as applicable, properties, management, business or prospects of any of the Domino's Parties or any of their respective subsidiaries, in each of (i) through (v) above, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(dd) Each of the Co-Issuers and the Guarantors owns and has good title to its Collateral, free and clear of all Liens other than Permitted Liens. Each of the Parent Companies, the Manager and each of their respective subsidiaries (other than the Co-Issuers and the Guarantors) has good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by it, in each case free and clear of all Liens, except for Permitted Liens and such Liens that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. All assets held under lease by the Domino's Parties are held by the relevant entity under valid, subsisting and enforceable leases, with such exceptions as do not materially interfere, in the aggregate, with the use made of such assets by the relevant entity.

(ee) Each of the Co-Issuers' and the Guarantors' rights and interests in the Collateral Documents (except with respect to any Franchisee Promissory Notes or any owned real property) constitutes accounts or general intangibles under the applicable UCC. The Base Indenture and the Guarantee and Collateral Agreement are effective to create a valid and continuing Lien on the Collateral in favor of the Trustee on behalf of and for the benefit of the Secured Parties, which Lien on the Collateral has been perfected (subject to Liens on the Collateral to be perfected between the date hereof and the Closing Date with respect to Intellectual Property registered or applied for in jurisdictions outside of the U.S., Canada and the United Kingdom and any exceptions described in the Pricing Disclosure Package and the Final Offering Memorandum and that are otherwise set forth in the Base Indenture, the Guarantee and Collateral Agreement or any other Related Document) and is prior to all other Liens (other than Permitted Liens). Except as described in the Pricing Disclosure Package and the Final Offering Memorandum, the Co-Issuers and the Guarantors have received all consents and approvals required by the terms of the Collateral in order to pledge the Collateral to the Trustee under the Indenture and under the Guarantee and Collateral Agreement. All action necessary to perfect such first priority security interest in the Collateral (subject to Liens on the Collateral to be perfected between the date hereof and the Closing Date with respect to Intellectual Property registered or applied for in jurisdictions outside of the U.S., Canada and the United Kingdom and

any exceptions described in the Pricing Disclosure Package and the Final Offering Memorandum and that are otherwise set forth in the Base Indenture, the Guarantee and Collateral Agreement or any other Related Document) has been duly taken.

(ff) Other than the security interest granted to the Trustee under the Base Indenture, the Guarantee and Collateral Agreement or any other Related Documents or any other Permitted Lien, none of the Domino's Parties nor any of their respective subsidiaries have pledged, assigned, sold or granted as of the Closing Date a security interest in the Collateral.

(gg) All action necessary (including, without limitation, the filing of UCC-1 financing statements) to protect and evidence the Trustee's security interest in the Collateral in the United States and each Included Country has been duly and effectively taken (as described in, and subject to the actions to be taken between the date hereof and the Closing Date and such other exceptions described in the Pricing Disclosure Package and the Final Offering Memorandum and that are otherwise set forth in the Base Indenture, the Series 2018-1 Supplement, the Guarantee and Collateral Agreement or any other Related Document). No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement authorized by any of the Domino's Parties or any of their respective subsidiaries and listing such Person as debtor covering all or any part of the Collateral is on file or of record in any jurisdiction (except (i) in respect of Permitted Liens or (ii) such as may have been filed, recorded or made by such Person in favor of the Trustee on behalf of the Secured Parties in connection with the Base Indenture and the Guarantee and Collateral Agreement), and no such Person has authorized any such filing.

(hh) Each Domino's Party and their respective subsidiaries has such permits, licenses, franchises, certificates of need and other approvals or authorizations of governmental or regulatory authorities ("***Permits***") as are necessary under applicable law to own their properties and conduct their businesses in the manner described in the Pricing Disclosure Package and the Final Offering Memorandum, except for any of the foregoing that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Domino's Party and each of their respective subsidiaries has fulfilled and performed all of its obligations with respect to the Permits, and no event has occurred that allows, or after notice or lapse of time would allow, revocation or termination thereof or results in any other impairment of the rights of the holder or any such Permits, except for any of the foregoing that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. None of the Domino's Parties nor any of their respective subsidiaries has received notice of any revocation or modification of any such Permits or has any reason to believe that any such Permits will not be renewed in the ordinary course, except as would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

(ii) (i) Each of the Domino's Parties and each of their respective subsidiaries owns or possesses adequate rights to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, know-how, rights of publicity, works of authorship, social media accounts and identifiers, and intellectual property rights in compilations of data, software, systems and technology (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or

procedures) (collectively, the "Intellectual Property"), in each case, used in or necessary for the conduct of their respective businesses as currently conducted, except as would not reasonably be expected to have a Material Adverse Effect; provided, however, for the avoidance of doubt, the foregoing shall not be deemed to constitute a representation or warranty with respect to infringement or other violation of Intellectual Property or other proprietary rights of third parties, which are exclusively addressed below in Section 2(ii)(iv).

(ii) The Domino's Parties and each of their respective subsidiaries owns free and clear of all Liens (other than Franchise Arrangements, Permitted Liens and non-exclusive licenses granted in the ordinary course of business of the Domino's Parties) all Intellectual Property described in the Preliminary Offering Memorandum, the Final Offering Memorandum and the Pricing Disclosure Package as being owned by it ("***Company Intellectual Property***").

(iii) There are no third parties who own any Company Intellectual Property, except as (1) described in the Preliminary Offering Memorandum, the Final Offering Memorandum and the Pricing Disclosure Package, or (2) would not reasonably be expected to have a Material Adverse Effect.

(iv) To the Domino's Parties' knowledge, there is no infringement by third parties of any Company Intellectual Property, except as (1) described in the Pricing Disclosure Package, the Preliminary Offering Memorandum or the Final Offering Memorandum or (2) would not be reasonably expected to have a Material Adverse Effect.

(v) Except as (1) described in the Pricing Disclosure Package, the Preliminary Offering Memorandum or the Final Offering Memorandum or (2) would not reasonably be expected to have a Material Adverse Effect, (x) there is no pending or, to the Domino's Parties' knowledge, threatened action, suit, proceeding or claim by others: (a) challenging the Domino's Parties' rights in or to any Company Intellectual Property; (b) challenging the validity, enforceability or scope of any Company Intellectual Property; or (c) asserting that the Domino's Parties or any of their subsidiaries infringes or otherwise violates, or would, upon the commercialization of any product or service of the Domino's Parties or any of their subsidiaries described in the Preliminary Offering Memorandum, the Final Offering Memorandum or the Pricing Disclosure Package as under development, infringe or otherwise violate, any Intellectual Property of others; or (y) the use of the Securitization IP and the operation of the System do not infringe, misappropriate or otherwise violate (A) the Intellectual Property rights (other than patents) of any third party; or (B) to the Domino's Parties' knowledge, the patents of any third party.

(vi) Except (1) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (2) with respect to allegations specifically disclosed in the Final Offering Memorandum and as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Domino's Parties have taken commercially reasonable measures to protect the confidentiality, integrity and availability of personally identifiable data and information technology in the Domino's Parties' possession, custody or control, and are in compliance with all applicable written policies of the Domino's Parties, PCI-DSS requirements (or is otherwise in the process of obtaining PCI-DSS certification), laws and regulations regarding data privacy, data security or personally identifiable information.

(vii) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Domino's Parties (x) have taken commercially reasonable measures to protect the confidentiality, integrity and availability of personally identifiable data, and information and operational technology (including digital channels such as the online website and mobile application) in the Domino's Parties' possession, custody or control, (y) are not aware of any past, current or ongoing security breach of, or unauthorized access to, the Domino's Parties' information and operational technology infrastructure, and (z) are in compliance with the applicable written policies of the Domino's Parties, PCI-DSS requirements, and material compliance with laws and regulations regarding data privacy, data security or personally identifiable information.

(jj) There are no legal or governmental proceedings pending to which any Domino's Party or any of their respective subsidiaries is a party or of which any property or assets of any of the Domino's Parties or any of their respective subsidiaries is the subject that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To each Domino's Party's knowledge, no such proceedings are threatened or contemplated by governmental authorities or others.

(kk) The statements made in the Pricing Disclosure Package and the Final Offering Memorandum under the captions "Description of the Offered Notes" and "Description of the Base Indenture and the Guarantee and Collateral Agreement," insofar as they constitute a summary of the terms of the Offered Notes and the Indenture, and under captions "Description of the Securitization Entities and the Securitization Entities' Charter Documents," "Domino's Pizza," "Description of the Franchise Arrangements," "Description of the Manager and Management Agreement," "Description of the Servicer and the Servicing Agreement," "Description of the Back-Up Manager and the Back-Up Management Agreement," "Description of the Distribution and Contribution Agreements," "Description of the IP License Agreements," "Description of the Product Purchase Agreements," "Description of the Real Estate Assets," "Certain Legal Aspects of the Franchise Arrangements," "Certain U.S. Federal Income Tax Considerations," "Certain ERISA and Related Considerations" and "Transfer Restrictions," insofar as they purport to constitute summaries of the terms of statutes, rules or regulations, legal or governmental proceedings or contracts and other documents, constitute accurate summaries of the terms of such statutes, rules and regulations, legal and governmental proceedings and contracts and other documents in all material respects; *provided*, that no representation or warranty is made as to the Initial Purchaser Information (as defined in Section 8(e)).

(ll) Except as would not reasonably be expected to result in a Material Adverse Effect, (A) each of the Domino's Parties and each of their respective subsidiaries carry, or are covered by, insurance from insurers of recognized financial responsibility in such amounts and covering such risks as is adequate for the conduct of their respective businesses and the value of their respective properties and as is customary for companies engaged in similar businesses in similar industries; (B) all such policies of insurance of the Domino's Parties and each of their respective subsidiaries are in full force and effect; (C) the Domino's Parties and

each of their respective subsidiaries are in compliance with the terms of such policies in all material respects; (D) none of the Domino's Parties nor any of their respective subsidiaries has received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance; and (E) there are no claims by the Domino's Parties or any of their respective subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause. None of the Domino's Parties nor any of their respective subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(mm) No relationship, direct or indirect, that would be required to be described in a registration statement of Domino's pursuant to Item 404 of Regulation S-K, exists between or among any of the Domino's Parties and their respective subsidiaries, on the one hand, and the directors, officers, stockholders, customers or suppliers of any of the Domino's Parties and their respective subsidiaries, on the other hand, that has not been described in the Pricing Disclosure Package and the Final Offering Memorandum.

(nn) No labor disturbance by or dispute with the employees of the Domino's Parties or any of their respective subsidiaries exists or, to the knowledge of any Domino's Party, is imminent, in each case that would reasonably be expected to have a Material Adverse Effect. Subject to the understanding that multiple laws and principles govern the circumstances under which a franchisor may be deemed a joint employer of its franchisees' employee, that those laws and principles vary from jurisdiction to jurisdiction and statute to statute, and that no controlling guidance has been issued by any court or agency regarding either the standards that govern such determinations or the steps that franchisors must take, or refrain from taking, to avoid being deemed a joint employer, the Domino's Parties believe that they have taken steps which, in their business judgment, and taking into accounts the needs of the franchise system and the Domino's® brand, they deem reasonably appropriate to mitigate the risk, if any, that (i) employees of the Franchisees will be deemed joint employees of the Domino's Parties, and (ii) they will be deemed jointly liable for any labor or employment claims made by the employees of the Franchisees, which, in either case, if adversely determined, would reasonably be expected to have a Material Adverse Effect.

(oo) None of the Domino's Parties nor any of their respective subsidiaries has taken any action which would (A) conflict with or result in a breach or violation of any of the terms or provisions of, impose any lien, charge or encumbrance upon any property or assets of any of the Domino's Parties or any of their respective subsidiaries, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, credit agreement, security agreement, license, lease or other agreement or instrument to which any of the Domino's Parties or any of their respective subsidiaries is a party or by which any of the Domino's Parties or any of their respective subsidiaries is bound or to which any of the property or assets of any of the Domino's Parties or any of their respective subsidiaries is subject, except for Liens created by the Indenture or the other Related Documents and Permitted Liens, (B) result in any violation of the provisions of the charter, by-laws, certificate of formation, limited liability company agreement or other

organizational document of any of the Domino's Parties, or (C) result in any violation of any statute or any judgment, order, decree, rule or regulation of any court or governmental agency or body having jurisdiction over any of the Domino's Parties or any of their respective subsidiaries or any of their respective properties or assets, except (in the case of clauses (A) and (C)) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(pp) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(i) the Domino's Parties: (a) are in compliance with all applicable Environmental Laws, (b) hold all permits, licenses, approvals, registrations, notifications, exemptions and other authorizations required under any Environmental Law (collectively, "***Environmental Permits***", each of which is in full force and effect) required for any of their current operations or for any property owned, leased, or otherwise operated by any of them and (c) are in material compliance with all of their Environmental Permits;

(ii) Any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products (virgin or unused), polychlorinated biphenyls, urea-formaldehyde insulation, asbestos, pollutants, contaminants, radioactivity and any other materials or substances that are regulated pursuant to any applicable Environmental Law (collectively, "***Materials of Environmental Concern***") are not present at, on, under or in any real property now or formerly owned, leased or operated by any Domino's Party or any of their respective subsidiaries, or at any other location (including, without limitation, any location to which Materials of Environmental Concern have been sent for re-use or recycling or for treatment, storage or disposal) which would reasonably be expected to (i) give rise to liability of any Domino's Party or any of their respective subsidiaries under any applicable Environmental Law, (ii) interfere with any Domino's Party's or any of their respective subsidiaries' continued operations or (iii) impair the fair saleable value of any real property owned by any Domino's Party or any of their respective subsidiaries;

(iii) there is no judicial, administrative, or arbitral proceeding (including any notice of violation or alleged violation) under or relating to any Environmental Law to which any Domino's Party or any of their respective subsidiaries is, or to the knowledge of the Domino's Parties or any of their respective subsidiaries will be, named as a party that is pending or, to the knowledge of any Domino's Party or any of their respective subsidiaries, threatened;

(iv) none of the Domino's Parties or any of their respective subsidiaries has received any written request for information, or been notified in writing that it is a potentially responsible party under or relating to the Federal Comprehensive Environmental Response, Compensation and Liability Act or any similar Environmental Law, or with respect to any Materials of Environmental Concern;

(v) none of the Domino's Parties or any of their respective subsidiaries has entered into or agreed to any consent decree, order, or settlement or other agreement,

or is subject to any judgment, decree, or order or other agreement, in any judicial, administrative, arbitral, or other forum for dispute resolution, in each case, that would be expected to result in ongoing obligations or costs relating to compliance with or liability under any Environmental Law; and

(vi) none of the Domino's Parties or any of their respective subsidiaries has assumed or retained, by contract or conduct, any liabilities of any kind, fixed or contingent, known or unknown, under any Environmental Law or with respect to any Materials of Environmental Concern.

(qq) Each of the Domino's Parties and each of their respective subsidiaries has filed all federal, state, local and foreign tax returns required to be filed through the date hereof, subject to permitted extensions (except in any case in which the failure so to file would not, individually or in the aggregate, have a Material Adverse Effect), and have paid or caused to be paid all taxes due pursuant to said returns, (i) except for such taxes as are being contested in good faith and by appropriate proceedings, (ii) except for which adequate reserves have been set aside in accordance with GAAP or (iii) as would not, individually or in the aggregate, have a Material Adverse Effect. No tax deficiency has been determined adversely to the Domino's Parties or any of their respective subsidiaries, nor does any Domino's Party have any knowledge of any tax deficiencies that have been, or could reasonably be expected to be asserted against the Domino's Parties or any of their respective subsidiaries, that would, in each case, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(rr) Except as would not reasonably be expected to have a Material Adverse Effect, (i) each "employee benefit plan" (within the meaning of Section 3(3) of the Employee Retirement Security Act of 1974, as amended ("***ERISA***") and whether or not subject to ERISA) for which any of the Domino's Parties would have any material liability (including any controlled group liability), contingent or otherwise (each a "***Plan***"), presently complies and has been maintained in compliance with its terms and with the requirements of all applicable statutes, rules and regulations including ERISA and the Code; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan excluding transactions effected pursuant to a statutory or administrative exemption; and (iii) each Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification. No Plan is or was subject to Title IV of ERISA and none of the Domino's Parties has any material liability with regards to any post-retirement welfare benefit under a Plan other than as required by Part 6 of Subtitle B of Title I of ERISA or similar required continuation of coverage law.

(ss) No Guarantor is currently prohibited, directly or indirectly, from paying any dividends to its parent or to the Co-Issuers, from making any other distribution on such Guarantor's capital stock, limited liability company, unlimited company or other ownership interests, as applicable, from repaying to its parent or the Co-Issuers any loans or advances to such Guarantor from its parent or the Co-Issuers or from transferring any of such Guarantor's property or assets to its parent or the Co-Issuers, or any other subsidiary of its parent or the Co-Issuers.

(tt) None of the Domino's Parties nor any of their respective subsidiaries is, and after giving effect to the offer and sale of the Offered Notes and the application of the proceeds therefrom as described under "Use of Proceeds" in each of the Pricing Disclosure Package and the Final Offering Memorandum will be, an "investment company" or a company "controlled" by an "investment company" within the meaning of Section 3(a)(1) of the Investment Company Act of 1940, as amended (the "***1940 Act***"), and the rules and regulations of the Commission thereunder. None of the Co-Issuers constitutes a "covered fund" for purposes of the Volcker Rule promulgated under the Dodd-Frank Wall Street Reform and Consumer Protection Act. None of the Offered Notes is an "asset-backed security" within the meaning of Section 3(a)(79) of the Securities Exchange Act of 1934, as amended, and as a result Regulation RR, 17 C. F. R § 246.1 et seq. (the Risk Retention Rules) do not apply to the issuance and sale of the Offered Notes.

(uu) The statistical and market-related data included or incorporated by reference in the Pricing Disclosure Package and the Final Offering Memorandum and the consolidated financial statements of Domino's, the Master Issuer and each of their respective subsidiaries included in the Pricing Disclosure Package and the Final Offering Memorandum are based on or derived from sources that the Domino's Parties believe to be reliable in all material respects.

(vv) Immediately after giving effect to the consummation of the transactions contemplated by this Agreement, each of the Domino's Parties will be Solvent. As used in this Agreement, the term "***Solvent***" means, with respect to a particular date, that on such date (i) the present fair market value (or present fair saleable value) of the assets of such relevant entity are not less than the total amount required to pay the liabilities of such relevant entity on its total existing debts and liabilities (including contingent liabilities) as they become absolute and matured, (ii) the relevant entity is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business, (iii) assuming the completion of the transactions contemplated by the Related Documents, the relevant entity is not incurring debts or liabilities beyond its ability to pay as such debts and liabilities mature, (iv) the relevant entity is not engaged in any business or transaction, and is not about to engage in any business or transaction, for which its property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which such entity is engaged, and (v) the relevant entity is not a defendant in any civil action that would result in a judgment that such entity is or would become unable to satisfy. In computing the amount of such contingent liabilities at any time, it is intended that such liabilities will be computed at the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

(ww) There are no contracts, agreements or understandings between or among any Domino's Party and any person granting such person the right to require any of the Domino's Parties to file a registration statement under the 1933 Act with respect to any securities of the Domino's Parties owned or to be owned by such person or to include any such securities with any securities being registered pursuant to any other registration statement filed by any Domino's Party under the 1933 Act.

(xx) None of the Domino’s Parties nor any of their respective subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against any of them or the Initial Purchasers for a brokerage commission, finder’s fee or like payment in connection with the offering and sale of the Offered Notes.

(yy) None of the transactions contemplated by this Agreement (including, without limitation, the use of the proceeds from the sale of the Offered Notes), will violate or result in a violation of Section 7 of the 1934 Act, or any regulation promulgated thereunder, including, without limitation, Regulations T, U and X of the Board of Governors of the Federal Reserve System.

(zz) None of the Domino’s Parties nor any of their respective affiliates have taken, directly or indirectly, any action designed to or that has constituted or that could reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of any Co-Issuer or Guarantor in connection with the offering of the Offered Notes.

(aaa) The Domino’s Parties and their respective affiliates have not taken any action or omitted to take any action which may result in the loss by any Initial Purchaser of the ability to rely on any stabilization safe harbor provided by applicable law and regulation.

(bbb) None of the Domino’s Parties nor any of their respective subsidiaries is in violation of or has received notice of any violation with respect to any federal or state law relating to discrimination in the hiring, promotion or pay of employees, nor any applicable federal or state wage and hour laws, nor any state law precluding the denial of credit due to the neighborhood in which a property is situated, the violation of any of which would reasonably be expected to have a Material Adverse Effect.

(ccc) None of the Domino’s Parties nor any of their respective subsidiaries, nor to the knowledge of the relevant entity, any director, officer, manager, member, agent, employee, affiliate or other person acting on behalf of such relevant entity, has (i) made any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any domestic governmental official, “foreign official” (as defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (collectively, the “***FCPA***”) or employee; (iii) violated or is in violation of any provision of the FCPA, the Bribery Act of 2010 of the United Kingdom or any applicable non-U.S. anti-bribery statute or regulation; (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (v) received notice of any investigation, proceeding or inquiry by any governmental agency, authority or body regarding any of the matters in clauses (i)-(iv) above; and the Domino’s Parties and their respective subsidiaries and, to the knowledge of such relevant entity and the relevant entity’s affiliates, have conducted their respective businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(ddd) The operations of the Domino’s Parties and each of their respective subsidiaries are and have been conducted at all times in compliance with applicable financial

record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "***Money Laundering Laws***") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving any Domino's Party or any of their respective subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of such relevant entity, threatened.

(eee) None of the Domino's Parties nor any of their respective subsidiaries nor, to the knowledge of such relevant entity, any director, officer, agent, employee, affiliate or other person acting on behalf of such relevant entity is currently the subject or target of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control ("***OFAC***"), the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "***Sanctions***"), nor is such relevant entity located, organized or resident in a country or territory that is the subject of Sanctions; and the Domino's Parties and their respective subsidiaries will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of or business with any person, or in any country or territory, that currently is the subject or target of any Sanctions or in any other manner that will result in a violation by any person (including any person participating in the transaction whether as underwriter, advisor, investor or otherwise) of Sanctions.

(fff) There are no transfer taxes or other similar fees or charges under Federal law or the laws of any state, or any political subdivision thereof, required to be paid in connection with the execution and delivery of this Agreement or the issuance and sale by the Co-Issuers and the Guarantors of the Offered Notes.

(ggg) None of the Domino's Parties nor any of their respective affiliates or representatives, have participated in a plan or scheme to evade the registration requirements of the 1933 Act through the sale of the Offered Notes pursuant to Regulation S.

(hhh) None of the Domino's Parties has knowledge that any other party to any material contract being assigned on the Closing Date has any intention not to perform its obligations thereunder in all material respects, except as could not, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(iii) No forward-looking statement (within the meaning of Section 27A of the 1933 Act and Section 21E of the 1934 Act) contained in the Pricing Disclosure Package or the Final Offering Memorandum has been made without a reasonable basis or has been disclosed other than in good faith.

(jjj) (i) The Manager has provided a 17g-5 Representation (as defined below) to S&P (as defined below); (ii) an executed copy of the 17g-5 Representation delivered to S&P has been delivered to the Representative; and (iii) each of the Domino's Parties has complied in

all material respects with each 17g-5 Representation. For purposes of this Agreement, "***17g-5 Representation***" means a written representation provided to S&P, which satisfies the requirements of Rule 17g-5(a)(3)(iii) of under the 1934 Act.

(kkk) Each U.S. Securitization Entity that is not organized as a corporation is, and has always been since its formation, a single-member limited liability company formed in Delaware and properly organized under the laws of Delaware.

(lll) Neither Domino's nor any of its affiliates have made or will make an election within the meaning of Treasury Regulation § 301.7701-3(c) to classify any U.S. Securitization Entity that is not organized as a corporation as an association taxable as a corporation for United States federal income tax purposes.

Any certificate signed by any officer of any Domino's Party and delivered to the Representative or counsel for the Representative or any Domino's Party in connection with the offering of the Offered Notes shall be deemed a representation and warranty by such Domino's Party, as to matters covered thereby, to the Initial Purchasers, and not a representation or warranty by the individual (other than in his or her official capacity).

3. *Purchase of the Offered Notes by the Initial Purchasers; Agreements to Sell, Purchase and Resell.*

(a) On the basis of the representations, warranties, covenants and agreements herein contained, and subject to the terms and conditions herein set forth, the Co-Issuers, jointly and severally, agree to sell to each Initial Purchaser and each Initial Purchaser, severally and not jointly, agrees to purchase from the Co-Issuers, at a purchase price as agreed, in writing, among the Co-Issuers and each Initial Purchaser, the principal amount of Offered Notes set forth opposite their respective names on Schedule I hereto.

(b) Each of the Initial Purchasers, severally and not jointly, hereby represents and warrants to the Co-Issuers that it will offer the Offered Notes for sale upon the terms and conditions set forth in this Agreement, the Pricing Disclosure Package and the Final Offering Memorandum. Each of the Initial Purchasers, severally and not jointly, hereby represents and warrants to, and agrees with, the Co-Issuers, on the basis of the representations, warranties and agreements of the Co-Issuers, the Parent Companies, the Manager and the Guarantors, that such Initial Purchaser: (i) is a sophisticated investor with such knowledge and experience in financial and business matters as are necessary in order to evaluate the merits and risks of an investment in the Offered Notes; (ii) is purchasing the Offered Notes pursuant to a private sale exempt from registration under the 1933 Act; (iii) in connection with the Exempt Resales, will solicit offers to buy the Offered Notes only from, and will offer to sell the Offered Notes only to, the Eligible Purchasers in accordance with this Agreement and on the terms contemplated by the Pricing Disclosure Package and the Final Offering Memorandum; and (iv) will not offer or sell the Offered Notes, nor has it offered or sold the Offered Notes by, or otherwise engaged in, any General Solicitation and will not engage in any directed selling efforts within the meaning of Rule 902 under the 1933 Act, in connection with the offering of the Offered Notes. The Initial Purchasers have advised the Co-Issuers that they will offer the Offered Notes to Eligible Purchasers at an initial price as set forth in Schedule II hereof, plus accrued interest, if any, from the date of issuance of the Offered Notes. Such price may be changed by the Initial Purchasers at any time without notice.

(c) Each Initial Purchaser, severally and not jointly, represents and warrants to the Domino's Parties that:

(i) It has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 (the "***FSMA***") with respect to anything done by it in relation to the Offered Notes in, from or otherwise involving the United Kingdom, and it has only communicated or caused to be communicated and it will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Offered Notes, in circumstances in which Section 21(1) of the FSMA does not apply to the Co-Issuers; and

(ii) In relation to each member state of the European Economic Area that has implemented the Prospectus Directive (each a "relevant member state"), with effect from and including the date on which the Prospectus Directive is implemented in that relevant member state (the "relevant implementation date") an offer of Offered Notes to the public has not been made and will not be made in that relevant member state other than:

(A) to any legal entity which is a "qualified investor" as defined in the Prospectus Directive;

(B) to fewer than 100 or, if the relevant member state has implemented the relevant provision of the 2010 PD Amending Directive, to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) as permitted under the Prospectus Directive, subject to obtaining the prior consent of the Issuer; or

(C) in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer of Offered Notes shall require the Co-Issuers or the Initial Purchasers to publish a prospectus pursuant to Article 3 of the Prospectus Directive. For the purposes of this Section 3(c), the expression an "offer of Notes to the public" in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Offered Notes to be offered so as to enable an investor to decide to purchase or subscribe to the Offered Notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in each Relevant Member State and the expression "2010 Amending Directive" means Directive 2010/73/EU.

(d) Each Initial Purchaser hereby agrees that it has not and, prior to the later to occur of (A) the Closing Date and (B) completion of the distribution of the Offered Notes, will not, use, authorize use of, refer to or distribute any material in connection with the offering and sale of the Offered Notes other than (i) the Preliminary Offering Memorandum, the Pricing Disclosure Package and the Final Offering Memorandum, (ii) any written communication that contains either (x) no "issuer information" (as defined in Rule 433(h)(2) under the 1933 Act) or (y) "issuer information" that was included (including through incorporation by reference) in the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Final Offering Memorandum or (iii) any written communication prepared by such Initial Purchaser and approved by the Master Issuer (or the Manager on its behalf) in writing.

(e) Each Initial Purchaser hereby acknowledges that upon original issuance thereof, and until such time as the same is no longer required under the applicable requirements of the 1933 Act, the Offered Notes (and all securities issued in exchange therefore or in substitution thereof) shall bear legends substantially in the forms as set forth in the "Transfer Restrictions" section of the Pricing Disclosure Package and Offering Memorandum (along with such other legends as the Co-Issuers and their counsel deem necessary).

Each Initial Purchaser understands that the Co-Issuers and, for purposes of the opinions to be delivered to the Initial Purchasers pursuant to Sections 7(d) and 7(j) hereof, counsel to the Co-Issuers, and counsel to the Initial Purchasers, will assume the accuracy and truth of the foregoing representations, warranties and agreements, and the Initial Purchasers hereby consent to such reliance.

4. *Delivery of the Offered Notes and Payment Therefor*. Delivery to the Initial Purchasers of and payment for the Offered Notes shall be made at the office of Ropes & Gray LLP, at 10:00 A.M., New York City time, on April 24, 2018 (the "***Closing Date***"). The place of closing for the Offered Notes and the Closing Date may be varied by agreement between the Initial Purchasers and the Co-Issuers.

The Offered Notes will be delivered to the account of the Representative, or the Trustee as custodian for The Depository Trust Company ("***DTC***"), against payment by or on behalf of the Representative of the purchase price therefor by wire transfer in immediately available funds, by causing DTC to credit the Offered Notes to the account of the Representative at DTC. The Offered Notes will be evidenced by one or more global securities with respect to each series in definitive form and will be registered in the name of Cede & Co. as nominee of DTC. The Offered Notes to be delivered to the Representative shall be made available to the Initial Purchasers in New York City for inspection and packaging not later than 10:00 A.M., New York City time, on the Business Day next preceding the Closing Date.

5. *Agreements of the Domino's Parties*. The Domino's Parties, jointly and severally, agree with each of the Initial Purchasers as follows:

(a) The Domino's Parties will furnish to the Initial Purchasers, without charge, within one Business Day of the date of the Final Offering Memorandum, such number of copies of the Final Offering Memorandum as may then be amended or supplemented as the Initial Purchasers may reasonably request, *provided* that such obligation may be satisfied by delivery of the Final Offering Memorandum and any such amendments and supplements by electronic means, including by e-mail delivery of a PDF file.

(b) The Domino's Parties shall provide to the Initial Purchasers, without charge, during the period from the date of this Agreement until the earlier of (i) 180 days from the date of this Agreement and (ii) such date as of which all of the Offered Notes shall have been sold by the Initial Purchasers (such period, the "***Offering Period***"), as many copies of the Final Offering Memorandum and any supplements and amendments thereto, as the Initial Purchasers may reasonably request, *provided* that such obligation may be satisfied by delivery of the Final Offering Memorandum and any such amendments and supplements by electronic means, including by e-mail delivery of a PDF file.

(c) The Domino's Parties will prepare the Final Offering Memorandum in a form approved by the Representative and will not make any amendment or supplement to the Pricing Disclosure Package or to the Final Offering Memorandum of which the Representative shall not previously have been advised or to which they shall reasonably object after being so advised.

(d) The Domino's Parties will (i) advise the Representative promptly of (x) any Commission order preventing or suspending the use of the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Final Offering Memorandum or (y) any suspension of the qualification of the Offered Notes or the Guarantee for offering or sale in any jurisdiction and of the initiation or threatening of any proceeding for any such purpose, and (ii) use commercially reasonable efforts to prevent the issuance of any such order preventing or suspending the use of the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Final Offering Memorandum or suspending any such qualification and, if any such suspension is issued, to obtain the lifting thereof at the earliest possible time.

(e) Each of the Domino's Parties consents to the use of the Pricing Disclosure Package and the Final Offering Memorandum in accordance with the securities or Blue Sky laws of the jurisdictions in which the Offered Notes are offered by the Initial Purchasers and by all dealers to whom Offered Notes may be sold, in connection with the offering and sale of the Offered Notes.

(f) If, at any time prior to the end of the Offering Period, any event occurs or information becomes known that, in the judgment of any Domino's Party or in the opinion of counsel for the Representative, should be set forth in the Pricing Disclosure Package or the Final Offering Memorandum so that the Pricing Disclosure Package or the Final Offering Memorandum, as then amended or supplemented, does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to supplement or amend the Pricing Disclosure Package or the Final Offering Memorandum in order to comply with any law, the Domino's Parties will promptly prepare an appropriate supplement or amendment thereto, and will expeditiously furnish to the Initial Purchasers a reasonable number of copies thereof.

(g) Promptly from time to time, the Domino's Parties shall take such action as the Representative may reasonably request to qualify the Offered Notes for offering and sale under the securities or Blue Sky laws of such jurisdictions as the Representative may request, to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Offered Notes and to arrange for the determination of the eligibility for investment of the Offered Notes under the laws of such jurisdictions as the Representative may reasonably request; *provided* that in connection therewith, none of the Domino's Parties shall be required to (i) qualify as a foreign corporation, limited liability company or unlimited company in any jurisdiction in which it would not otherwise be required to so qualify, (ii) file a general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any jurisdiction in which it would not otherwise be subject.

(h) For a period commencing on the date hereof and ending on the 180th day after the date of the Final Offering Memorandum, the Domino's Entities agree not to, directly or indirectly, (i) offer for sale, sell, or otherwise dispose of (or enter into any transaction or device that is designed to, or would be expected to, result in the disposition by any person at any time in the future of) any debt securities of any Domino's Entity substantially similar to the Offered Notes ("***Similar Debt Securities***") or securities convertible into or exchangeable for Similar Debt Securities, sell or grant options, rights or warrants with respect to Similar Debt Securities or securities convertible into or exchangeable for Similar Debt Securities, (ii) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Similar Debt Securities whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Similar Debt Securities or other securities, in cash or otherwise, (iii) file or cause to be filed a registration statement, including any amendments, with respect to the registration of Similar Debt Securities or securities convertible, exercisable or exchangeable into Similar Debt Securities or (iv) publicly announce an offering of any Similar Debt Securities or securities convertible or exchangeable into Similar Debt Securities, in each case without the prior written consent of the Representative.

(i) So long as any of the Offered Notes are outstanding, the Domino's Parties will furnish at their expense to the Representative, and, upon request, to holders of the Offered Notes that agree to certain confidentiality obligations and prospective purchasers of the Offered Notes, the information required by Rule 144A(d)(4) under the 1933 Act (if any).

(j) The Co-Issuers will apply the net proceeds from the sale of the Offered Notes to be sold by the Co-Issuers hereunder substantially in accordance with the description set forth in the Pricing Disclosure Package and the Final Offering Memorandum under the caption "Use of Proceeds."

(k) The Domino's Parties and their respective affiliates will not take, directly or indirectly, any action designed to or that has constituted or that reasonably could be expected to cause the stabilization or manipulation of the price of any security of Domino's Parties in connection with the offering of the Offered Notes.

(l) Each Domino's Party will not, and will not permit any of its respective affiliates (as defined in Rule 144) to, resell any of the Offered Notes that have been acquired by any of them, except for Offered Notes purchased by any of the Domino's Parties or any of their respective affiliates and resold in a transaction registered under the 1933 Act or in accordance with Rule 144 or other applicable exemption under the 1933 Act.

(m) The Domino’s Parties will use their commercially reasonable efforts to permit the Offered Notes to be eligible for clearance and settlement in the United States through DTC and in Europe through Euroclear Bank, S.A./N.V., or Clearstream Banking, *société anonyme*.

(n) The Domino’s Parties will not, and will cause their respective affiliates and representatives not to, engage in any “directed selling efforts” within the meaning of Rule 902 under the 1933 Act.

(o) The Domino’s Parties will, and will cause their respective affiliates and representatives to, comply with and implement the “offering restrictions” required by Rule 902 under the 1933 Act.

(p) The Domino’s Parties agree not to sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any “security” (as defined in the 1933 Act) that would be integrated with the sale of the Offered Notes in a manner that would require the registration under the 1933 Act of the sale to the Initial Purchasers or the Eligible Purchasers of the Offered Notes. The Domino’s Parties will take reasonable precautions designed to ensure that any offer or sale, direct or indirect, in the United States or to any U.S. person (as defined in Rule 902 under the 1933 Act), of any Offered Notes or any substantially similar security issued by any Domino’s Party, within six (6) months subsequent to the date on which the distribution of the Offered Notes has been completed (as notified to the Co-Issuers by the Representative) is made under restrictions and other circumstances reasonably designed not to affect the status of the offer and sale of the Offered Notes in the United States and to U.S. persons contemplated by this Agreement as transactions exempt from the registration provisions of the 1933 Act, including any sales pursuant to Rule 144A under, or Regulations D or S of, the 1933 Act.

(q) The Co-Issuers and the Guarantors agree to comply with all agreements set forth in the representation letters of the Co-Issuers and the Guarantors to DTC relating to the approval of the Offered Notes by DTC for “book entry” transfer.

(r) The Domino’s Parties will do and perform all things required to be done and performed under this Agreement by them prior to the Closing Date in order to satisfy all conditions precedent to the Initial Purchasers’ obligations hereunder to purchase the Offered Notes.

(s) During the Offering Period, the Domino’s Parties will not solicit any offer to buy from or offer to sell to any person any Offered Notes except through the Initial Purchasers. To the extent that the Offering Period continues beyond the Closing Date, the Representative will provide the Co-Issuers and the Manager written notice of the conclusion of the Offering Period.

(t) The Domino’s Parties (i) shall complete on or prior to the Closing Date all filings and other similar actions required in connection with the creation and perfection of

security interests in the Collateral as and to the extent required by the Indenture, the Offered Notes, the Guarantees and the other Related Documents and (ii) after the Closing Date, shall complete all filings and other similar actions that need not be completed on the Closing Date but which may be required in connection with the creation and perfection or maintenance of security interests in the Collateral as and to the extent required by the Indenture, the Offered Notes, the Guarantees and the other Related Documents.

(u) The Domino's Parties, any of their respective affiliates or representatives (other than the Initial Purchasers, their affiliates and representatives, as to whom the Domino's Parties make no covenant) will not engage in any General Solicitation in connection with the offer and sale of the Offered Notes.

(v) The Domino's Parties will take such steps as shall be necessary to ensure that no such Domino's Party becomes required to register as an "investment company" within the meaning of such term under the 1940 Act.

(w) No Domino's Party will take any action which would result in the loss by any Initial Purchaser of the ability to rely on any stabilization safe harbor provided by applicable law and regulation. Each Domino's Party hereby authorizes the Initial Purchasers to make such public disclosure of information relating to stabilization as is required by applicable law, regulation and guidance.

(x) To the extent that the ratings to be provided with respect to the Offered Notes as set forth in the Pricing Disclosure Package by S&P Global Ratings or any successor thereto ("***S&P***") are conditional upon the furnishing of documents or the taking of any other actions by Domino's Parties or any of their respective affiliates, the Domino's Parties and any of their respective affiliates agree to furnish such documents and take any such other action that is reasonably requested by the S&P.

(y) The Manager shall comply, and shall cause the Co-Issuers to comply, in all material respects with Rule 17g-5 under the 1934 Act and the 17g-5 Representation.

6. *Expenses*. Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Domino's Parties, jointly and severally, agree, to pay all reasonable documented out-of-pocket expenses, costs, fees and taxes incident to and in connection with: (a) the preparation, printing and distribution of the Preliminary Offering Memorandum, the Pricing Disclosure Package and the Final Offering Memorandum (including, without limitation, financial statements and exhibits) and all amendments and supplements thereto (including the fees, disbursements and expenses of the Domino's Parties' accountants, experts and counsel); (b) the preparation, printing (including, without limitation, word processing and duplication costs) and delivery of this Agreement, the Indenture, the Offered Notes, the Guarantees and the other Related Documents, all Blue Sky memoranda and all other agreements, memoranda, correspondence and other documents printed and delivered in connection therewith and with the Exempt Resales; (c) the issuance and delivery by the Co-Issuers of the Offered Notes and by the Guarantors of the Guarantees and any taxes payable in connection therewith; (d) the qualification of the Offered Notes for offer and sale under the securities or Blue Sky laws of the several states and any foreign jurisdictions as the Representative may designate (including,

without limitation, the reasonable fees and disbursements of the Initial Purchasers' counsel relating to such registration or qualification); (e) the furnishing of such copies of the Preliminary Offering Memorandum, the Pricing Disclosure Package and the Final Offering Memorandum, and all amendments and supplements thereto, as may be reasonably requested for use in connection with the Exempt Resales; (f) the preparation of certificates for the Offered Notes (including, without limitation, printing and engraving thereof); (g) the fees and expenses of the accountants and other experts incurred in connection with the delivery of the comfort letters and "agreed upon procedures" letters to the Representative pursuant to the terms of this Agreement; (h) the reasonable fees, disbursements and expenses of outside legal counsel to the Representative, the fees of outside accountants, the costs of any diligence service, and the fees of any other third party service provider or advisor retained by the Representative with the prior approval of the Co-Issuers (not to be unreasonably withheld); (i) the custody of the Offered Notes and the approval of the Offered Notes by DTC for "book-entry" transfer (including fees and expenses of counsel for the Initial Purchasers); (j) the rating of the Offered Notes; (k) the obligations of the Trustee, the Servicer, any agent of the Trustee or the Servicer and the counsel for the Trustee or the Servicer in connection with the Indenture, the Offered Notes or the other Related Documents; (l) the performance by the Domino's Parties of their other obligations under this Agreement and under the other Related Documents which are not otherwise specifically provided for in this Section 6; (m) all reasonable travel expenses (including expenses related to chartered aircraft) of the Representative and Domino's Parties' officers and employees and any other expenses of the Representative and the Domino's Parties in connection with attending or hosting meetings with prospective purchasers of the Offered Notes, and expenses associated with any "road show" presentation to potential investors (including any electronic "road show" presentations); (n) compliance with Rule 17g-5 under the 1934 Act; and (o) all sales, use and other taxes (other than income taxes) related to the transactions contemplated by this Agreement, the Indenture, the Offered Notes or the other Related Documents.

7. *Conditions to Initial Purchasers' Obligations*. The respective obligations of the Initial Purchasers hereunder are subject to the accuracy, when made and on and as of the Closing Date, of the representations and warranties of the Domino's Parties contained herein, to the performance by the Domino's Parties and each of their respective obligations hereunder, and to each of the following additional terms and conditions:

(a) The Final Offering Memorandum (and any amendments or supplements thereto) shall have been printed and copies distributed to the Initial Purchasers as promptly as practicable on or following the date of this Agreement or at such other date and time as to which the Initial Purchasers may agree.

(b) The Representative shall not have discovered and disclosed to the Domino's Parties on or prior to the Closing Date that the Pricing Disclosure Package or the Final Offering Memorandum or any amendment or supplement to any of the foregoing, contains an untrue statement of a fact which, in the opinion of the Representative, is material or omits to state a fact which, in the opinion of the Representative, is material and is necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading.

(c) All corporate proceedings and other legal matters incident to the authorization, form and validity of this Agreement, the Offered Notes, the Indenture, the other Related Documents, the Pricing Disclosure Package and the Final Offering Memorandum, and all other legal matters relating to this Agreement and the transactions contemplated hereby shall be reasonably satisfactory in all material respects to counsel for the Representative, and the Domino's Parties shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

(d) The Representative shall have received one or more opinions and a negative assurance letter of Ropes & Gray LLP, counsel to the Domino's Parties, addressed to the Initial Purchasers and dated the Closing Date, in form and substance reasonably satisfactory to the Representative and its counsel, which opinion shall include the relevant opinions set forth on Exhibit 2-A-I hereto.

(e) The Representative shall have received one or more opinions of Richards Layton & Finger, P.A., Delaware counsel to the Domino's Parties, addressed to the Initial Purchasers and dated the Closing Date, in form and substance reasonably satisfactory to the Representative and its counsel, which opinion shall include the relevant opinions set forth on Exhibit 2-A-II hereto.

(f) The Representative shall have received an opinion of in-house counsel to the Domino's Parties, addressed to the Initial Purchasers and dated the Closing Date, in form and substance reasonably satisfactory to the Representative and its counsel, which opinion shall include the opinions set forth on Exhibit 2-B.

(g) The Representative shall have received an opinion and negative assurance letter of DLA Piper LLP (US), franchise counsel to the Domino's Parties, addressed to the Initial Purchasers and dated the Closing Date, in form and substance reasonably satisfactory to the Representative and its counsel, which opinion shall include the relevant opinions set forth on Exhibit 2-C.

(h) The Representative shall have received an opinion from Miller, Canfield, Paddock & Stone, P.L.C., Michigan counsel, addressed to the Initial Purchasers and dated as of the Closing Date, in form and substance reasonably satisfactory to the Representative and its counsel, which opinion shall include the relevant opinions set forth on Exhibit 2-C.

(i) The Representative shall have received an opinion from Stewart McKelvey, Nova Scotia counsel, Stikeman Elliot LLP, Alberta, British Columbia and Ontario counsel, Thompson Dorman Sweatman LLP, Manitoba counsel, and Loyens Loeff, Dutch counsel, each addressed to the Initial Purchasers and dated as of the Closing Date, in form and substance reasonably satisfactory to the Representative and its counsel, which opinions shall include the relevant opinions set forth on Exhibit 2-D.

(j) The Representative shall have received an opinion of Dentons US LLP, counsel to the Trustee, addressed to the Initial Purchasers and dated as of the Closing Date, in form and substance reasonably satisfactory to the Representative and its counsel, which opinion shall include the relevant opinions set forth on Exhibit 2-E.

(k) The Representative shall have received an opinion and negative assurance letter of Eversheds Sutherland LLP, counsel to the Servicer, and an opinion of in-house counsel to the Servicer, each addressed to the Initial Purchasers and dated the Closing Date, in form and substance reasonably satisfactory to the Representative and its counsel, which opinions shall include the relevant opinions set forth on Exhibit 2-E.

(l) The Representative shall have received a bring down letter to the opinion of in-house counsel to the Back-Up Manager delivered in connection with the issuance and sale of the Series 2012-1 Notes, addressed to the Initial Purchasers and dated as of the Closing Date, in form and substance reasonably satisfactory to the Representative and its counsel, which bring-down letter to the opinion shall include the relevant opinions set forth on Exhibit 2-E.

(m) The Representative shall have received from White & Case LLP, counsel for the Initial Purchasers, such opinions and negative assurance letter, dated as of the Closing Date, with respect to the issuance and sale of the Offered Notes, the Pricing Disclosure Package, the Final Offering Memorandum and other related matters as the Representative may reasonably require, and the Domino's Parties shall have furnished to such counsel such documents and information as such counsel reasonably requests for the purpose of enabling them to pass upon such matters.

(n) In addition to the other opinions and letters provided for in this Section 7, the Representative shall have been provided with any other opinions that have been addressed to S&P in connection with the transactions contemplated herein, and such opinions will be addressed to the Initial Purchasers.

(o) At the time of execution of this Agreement, the Representative shall have received from PricewaterhouseCoopers LLP, a "comfort letter", in form and substance reasonably satisfactory to the Representative, addressed to the Initial Purchasers and dated the date hereof (i) confirming that they are independent public accountants with respect to Domino's and its subsidiaries within the meaning of the 1933 Act and the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board and are in compliance with the applicable requirements relating to the qualification of accountants under Rule-01 of Regulation S-X of the Commission and (ii) stating, as of the date hereof (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Pricing Disclosure Package, as of a date not more than three days prior to the date hereof), the conclusions and findings of such firm with respect to the financial information and (iii) covering such other matters as are ordinarily covered by accountants' "comfort letters" to underwriters in connection with registered public offerings.

(p) With respect to the "comfort letter" of PricewaterhouseCoopers LLP referred to in the preceding paragraph and delivered to the Representative concurrently with the execution of this Agreement (the "***initial letter***"), PricewaterhouseCoopers LLP shall have furnished to the Representative a "bring-down letter" of such accountants, addressed to the Initial Purchasers and dated the Closing Date (i) confirming that they are independent public accountants with respect to Domino's and its subsidiaries within the meaning of the 1933 Act and the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board and are in compliance with the applicable requirements relating to

the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, (ii) stating, as of the Closing Date (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in each of the Pricing Disclosure Package or the Final Offering Memorandum, as of a date not more than three days prior to the date of the Closing Date), the conclusions and findings of such firm with respect to the financial information and other matters covered by the initial letter, and (iii) confirming in all material respects the conclusions and findings set forth in the initial letter.

(q) At the time of execution of this Agreement, the Representative shall have received from FTI Consulting, Inc. a letter (the "***Initial AUP Letter***"), in form and substance reasonably satisfactory to the Initial Purchasers, addressed to the Initial Purchasers and dated the date hereof, concerning certain agreed-upon procedures performed in respect of the information presented in the Pricing Disclosure Package and the Final Offering Memorandum (including the Investor Model Runs (as defined in Schedule III hereto)).

(r) With respect to the Initial AUP Letter referred to in the preceding paragraph and delivered to the Representative concurrently with the execution of this Agreement, FTI Consulting, Inc. shall have furnished to the Representative a "bring-down letter", addressed to the Initial Purchasers and dated the Closing Date stating, as of the Closing Date (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in each of the Pricing Disclosure Package or the Final Offering Memorandum, as of a date not more than three (3) days prior to the Closing Date), (i) the conclusions and findings of such firm with respect to the matters covered by the Initial AUP Letter, and (ii) confirming in all material respects the conclusions and findings set forth in the Initial AUP Letter.

(s) (i) None of the Domino's Parties shall have sustained, since December 31, 2017, any material loss or interference with its business or properties from fire, explosion, flood, earthquake, hurricane, accident or other calamity, whether or not covered by insurance, or from any labor dispute or any legal or governmental proceeding, other than as set forth in the Pricing Disclosure Package and the Final Offering Memorandum (exclusive of any supplement thereto); and (ii) subsequent to the dates as of which information is given in the Pricing Disclosure Package and the Final Offering Memorandum (exclusive of any supplement thereto), there shall not have been any change in the capital stock or limited liability company interests, as applicable, or long-term or short-term debt of any of the Domino's Parties or any change, or any development involving a change, in the business, general affairs, condition (financial or otherwise), results of operations, limited liability company interests, stockholders' equity, properties, management, business or prospects of the Domino's Parties and their respective subsidiaries, individually or taken as a whole, the effect of which, in any such case described above, is, in the judgment of the Representative, so material and adverse as to make it impracticable or inadvisable to proceed with the offering, sale or delivery of the Offered Notes on the terms and in the manner contemplated in the Pricing Disclosure Package and the Final Offering Memorandum.

(t) Each of the Domino's Parties shall have furnished or caused to be furnished to the Representative dated as of the Closing Date a certificate of the Chief Financial

Officer of each of the Domino's Parties, or other officers reasonably satisfactory to the Representative, as to such matters as the Representative may reasonably request, including, without limitation a statement:

(i) that the representations and warranties of the Domino's Parties in Section 2 are true and correct on and as of the Closing Date, and (x) the Domino's Parties have complied in all material respects with all its agreements contained herein and in any other Related Document to which it is a party and satisfied all the conditions on its part to be performed or satisfied hereunder or any other Related Document to which it is a party at or prior to the Closing Date and (y) the Guarantors acknowledge that the Offered Notes are covered by the obligations of the Guarantee and Collateral Agreement;

(ii) that subsequent to the date as of which information is given in the Pricing Disclosure Package, there has not been any development in the business, condition (financial or otherwise), results of operations, stockholders' equity, properties, management, businesses or prospects of any of the Domino's Parties, as applicable, except as set forth or contemplated in the Pricing Disclosure Package or the Final Offering Memorandum or as described in such certificate that could reasonably be expected to result in a Material Adverse Effect

(iii) that they have carefully examined the Pricing Disclosure Package and the Final Offering Memorandum, and, in their opinion, (A) the Pricing Disclosure Package, as of the Applicable Time, and the Final Offering Memorandum, as of its date and as of the Closing Date, did not and do not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (B) since the date of the Pricing Disclosure Package and the Final Offering Memorandum, no event has occurred which should have been set forth in a supplement or amendment to the Pricing Disclosure Package and the Final Offering Memorandum; and

(iv) that (i) none of the Domino's Parties shall have sustained, since the date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package and the Final Offering Memorandum, any material loss or interference with their business or properties from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any legal, court or governmental action, order or decree, other than as set forth in the Pricing Disclosure Package and the Final Offering Memorandum (exclusive of any supplement thereto); (ii) subsequent to the dates as of which information is given in Pricing Disclosure Package and the Final Offering Memorandum (exclusive of any supplement thereto), there shall not have been any change in the capital stock or limited liability company interests, as applicable, or long-term or short-term debt of any Domino's Party or any of their respective subsidiaries or any change or any development involving a change, whether or not arising from transactions in the ordinary course of business, in the business, general affairs, management, condition (financial or otherwise), results of operations, stockholders' equity or limited liability company interests, as applicable, properties, management, business or prospects of the Domino's Parties or any

of their respective subsidiaries, individually or taken as a whole, the effect of which, in any such case described above, is, in the judgment of the Representative, so material and adverse as to make it impracticable or inadvisable to proceed with offering, sale or delivery of the Offered Notes on the terms and in the manner contemplated in the Pricing Disclosure Package and the Final Offering Memorandum, (iii) no downgrading has occurred in the rating accorded Domino's or the Manager's debt securities by any "nationally recognized statistical rating organization," as that term is defined in Section 3(a)(62) of the 1934 Act, or (iv) any such organization has publicly announced that it has under surveillance or review, with possible negative implications, its rating of any Domino's Party debt securities.

(u) Subsequent to the Applicable Time there shall not have occurred any of the following: (i) downgrading of the rating accorded Domino's or the Manager's debt securities by any "nationally recognized statistical rating organization," as the term is defined in Section 3(a)(62) of the 1934 Act or (ii) any such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any debt securities of Domino's or the Manager. The Representative shall have received a letter from S&P stating that the Offered Notes have received a rating of not less than "BBB+".

(v) The Offered Notes shall be eligible for clearance and settlement in the United States through DTC and in Europe through Euroclear Bank, S.A./N.V., or Clearstream Banking, *société anonyme*.

(w) The Series 2018-1 Supplement shall have been duly executed and delivered by the Co-Issuers and the Trustee, in a form satisfactory to the Representative, and the Offered Notes shall have been duly executed and delivered by the Co-Issuers and duly authenticated by the Trustee. Each of the Series 2018-1 Supplement and the Offered Notes shall have been consummated in accordance with the terms set forth in the Pricing Disclosure Package, the Preliminary Offering Memorandum and the Final Offering Memorandum.

(x) The Representative shall have received true and executed copies of each of the documents specified in clauses (t), (w), (aa) and (ff).

(y) Subsequent to the Applicable Time there shall not have occurred any of the following: (i) any domestic or international event or act or occurrence has materially disrupted, or in the opinion of the Representative will in the immediate future materially disrupt, the market for the securities of any Domino's Party or securities in general; or (ii) trading on the NYSE or NASDAQ shall have been suspended or been made subject to material limitations, or minimum or maximum prices for trading shall have been fixed, or maximum ranges for prices for securities shall have been required on the NYSE or NASDAQ or by order of the Commission or any other governmental authority having jurisdiction; or (iii) a banking moratorium has been declared by any state or federal authority or any material disruption in commercial banking or securities settlement or clearance services shall have occurred; or (iv) (A) there shall have occurred any outbreak or escalation of hostilities or acts of terrorism involving the United States or there is a declaration of a national emergency or war by the United States or (B) there shall have been any other calamity or crisis or any change in political, financial or economic conditions if the effect of any such event in (A) or (B), in the judgment of the Representative,

makes it impracticable or inadvisable to proceed with the offering, sale and delivery of the Offered Notes, on the terms and in the manner contemplated by the Final Offering Memorandum or that, in the judgment of the Representative, could materially and adversely affect the financial markets or the markets for the Offered Notes and other debt securities.

(z) There shall exist at and as of the Closing Date no condition that would constitute an "Event of Default" (or an event that with notice or the lapse of time, or both, would constitute an "Event of Default") under, and as defined in, the Indenture or a material breach under any of the other Related Documents as in effect at the Closing Date (or an event that with notice or lapse of time, or both, would constitute such a default or material breach). On the Closing Date, each of the Related Documents shall be in full force and effect, shall conform in all material respects to the description thereof contained in the Pricing Disclosure Package and the Final Offering Memorandum and shall not have been modified.

(aa) Each Parent Company, the Manager, each Guarantor and each Co-Issuer shall have furnished to the Initial Purchasers a certificate, in form and substance reasonably satisfactory to the Representative, dated as of the Closing Date, of the Chief Financial Officer (or, if such entity has no Chief Financial Officer, of another Authorized Officer) of such entity that such entity will be Solvent immediately after the consummation of the transactions contemplated by this Agreement.

(bb) None of (i) the issuance and sale of the Offered Notes pursuant to this Agreement, (ii) the transactions contemplated by the Related Documents or (iii) the use of the Pricing Disclosure Package or the Final Offering Memorandum shall be subject to an injunction (temporary or permanent) and no restraining order or other injunctive order shall have been issued; and there shall not have been any legal action, order, decree or other administrative proceeding instituted or (to the knowledge of Domino's Parties) overtly threatened against the Domino's Parties or the Initial Purchasers that would reasonably be expected to adversely impact the issuance of the Offered Notes or the Initial Purchasers' activities in connection therewith or any other transactions contemplated by the Related Documents or the Pricing Disclosure Package.

(cc) The Representative shall have received evidence satisfactory to the Representative and its counsel that all UCC-1 financing statements and assignments and other instruments required to be filed on or prior to the Initial Closing Date or the Closing Date pursuant to the Related Documents have been filed.

(dd) The Representative shall have received evidence satisfactory to the Representative and its counsel that all conditions precedent to the issuance of the Offered Notes that are contained in the Indenture have been satisfied, including confirmation that the Rating Agency Condition with respect to the Offered Notes has been satisfied.

(ee) The representations and warranties of each of the Domino's Parties (to the extent a party thereto) contained in the Related Documents to which each of the Domino's Parties is a party will be true and correct as of the Closing Date (i) if qualified as to materiality, in all respects and (ii) if not so qualified, in all material respects as of the Closing Date (unless stated to relate solely to an earlier date, in which case such representations and warranties shall be true and correct (x) if qualified as to materiality in all respects and (y) if not so qualified, in all material respects, as of such earlier date).

(ff) On or prior to the Closing Date, the Co-Issuers shall have furnished to the Initial Purchasers and the Trustee an executed notice of prepayment of the Series 2015-1 Class A-2-I Notes, with directions to release such notice upon the issuance of the Offered Notes.

(gg) On or prior to the Closing Date, the Parent Companies, the Manager, the Guarantors and the Co-Issuers shall have furnished to the Initial Purchasers such further certificates and documents as the Representative may reasonably request.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Representative.

8. *Indemnification and Contribution*.

(a) Each of the Domino's Parties shall, jointly and severally, indemnify and hold harmless each Initial Purchaser, its affiliates, directors, officers, employees and each person, if any, who controls any Initial Purchaser within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act (each, an "***Initial Purchaser Indemnified Party***"), against any and all losses, liabilities, claims, damages and expenses whatsoever as incurred (including but not limited to reasonable third party out-of-pocket attorneys' fees and any and all reasonable out-of-pocket expenses whatsoever incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation), joint or several, to which they or any of them may become subject under the 1933 Act, the 1934 Act or otherwise, insofar as such losses, liabilities, claims, damages or expenses (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained (A) in the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Final Offering Memorandum or in any amendment or supplement thereto, (B) in any Blue Sky application or other document prepared or executed by any of the Domino's Parties (or based upon any written information furnished by any of the Domino's Parties) specifically for the purpose of qualifying any or all of the Offered Notes under the securities laws of any state or other jurisdiction (any such application, document or information being hereinafter called a "***Blue Sky Application***") or (C) in any materials or information provided to investors by, or with the approval of any of the Domino's Parties in connection with the marketing of the offering of the Offered Notes, including any road show or investor presentations made to investors by any of the Domino's Parties (whether in person or electronically) and the documents and information listed on Schedule III hereto (all of the foregoing materials described in this clause (C), the "***Marketing Materials***"), (ii) the omission or alleged omission to state in the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Final Offering Memorandum, or in any amendment or supplement thereto, or in any Blue Sky Application or in any Marketing Materials, any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (iii) any act or failure to act or any alleged act or failure to act by any Initial Purchaser in connection with, or relating in any manner to, the Offered Notes or the offering contemplated hereby, and that is included as part of or referred to in any loss, claim, damage,

liability or action or expense arising out of or based upon matters covered by clause (i) or (ii) above, or (iv) the violation of any securities laws (including without limitation the anti-fraud provision thereof) of any foreign jurisdiction in which the Offered Notes are offered; *provided*, *however*, that the Domino's Parties will not be liable in any such case to the extent but only to the extent that it is determined in a final and unappealable judgment by a court of competent jurisdiction that any such loss, liability, claim, damage or expense arises directly and primarily out of or is based directly and primarily upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with the Initial Purchaser Information. The parties agree that such information provided by or on behalf of any Initial Purchaser through the Representative consists solely of the Initial Purchaser Information.

Each of the Domino's Parties hereby agrees, jointly and severally, to indemnify and hold harmless each Initial Purchaser Indemnified Party, against any and all losses, liabilities, claims, damages and expenses whatsoever as incurred (including but not limited to reasonable out-of-pocket attorneys' fees and any and all reasonable out-of-pocket expenses whatsoever incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation), joint or several, to which they or any of them may become subject, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, any website maintained in compliance with Rule 17g-5 under the 1934 Act by or on behalf of any Domino's Party in connection with the marketing of the offering of the Offered Notes.

Except as otherwise provided in Section 8(c), each of the Domino's Parties agrees that it shall, jointly and severally, reimburse each Indemnified Party promptly upon demand for any reasonable out-of-pocket legal or other reasonable out-of-pocket expenses reasonably incurred by that Initial Purchaser Indemnified Party in connection with investigating or defending or preparing to defend against any losses, liabilities, claims, damages or expenses for which indemnity is being provided pursuant to this Section 8(a) as such expenses are incurred.

The foregoing indemnity agreement will be in addition to any liability which the Domino's Parties may otherwise have, including but not limited to other liability under this Agreement.

(b) Each Initial Purchaser, severally and not jointly, shall indemnify and hold harmless each Domino's Party, each of the officers, directors and employees of each Domino's Party, and each other person, if any, who controls such Domino's Party within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act (each a "***Domino's Indemnified Party***"), against any losses, liabilities, claims, damages and expenses whatsoever as incurred (including but not limited to attorneys' fees and any and all expenses whatsoever incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation), joint or several, to which they or any of them may become subject under the 1933 Act, the 1934 Act or otherwise, insofar as such losses, liabilities, claims, damages or expenses (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained (A) in the Preliminary Offering Memorandum, the Pricing Disclosure

Package or the Final Offering Memorandum or in any amendment or supplement thereto, (B) in any Blue Sky Application or (C) in any Marketing Materials, or (ii) the omission or alleged omission to state in the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Final Offering Memorandum, or in any amendment or supplement thereto, in any Blue Sky Application or in any Marketing Materials any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to any of the Domino's Parties by or on behalf of any Initial Purchaser through the Representative expressly for use in the Preliminary Offering Memorandum, the Pricing Disclosure Package, the Final Offering Memorandum, amendment or supplement thereto, Blue Sky Application or Marketing Materials (as the case may be, which information is limited to the Initial Purchaser Information, *provided*, *however*, that in no case shall any Initial Purchaser be liable or responsible for any amount in excess of the discount applicable to the Offered Notes to be purchased by such Initial Purchaser under this Agreement).

The foregoing indemnity agreement will be in addition to any liability which the Initial Purchasers may otherwise have, including but not limited to other liability under this Agreement.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of any claims or the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify each party against whom indemnification is to be sought in writing of the claim or the commencement thereof (but the failure so to notify an indemnifying party shall not relieve the indemnifying party from any liability which it may have under this Section 8 to the extent that it is not materially prejudiced due to the forfeiture of substantive rights or defenses as a result thereof or otherwise has notice of any such action, and in any event shall not relieve it from any liability that such indemnifying party may have otherwise than on account of the indemnity agreement hereunder). In case any such claim or action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate, at its own expense in the defense of such action, and to the extent it may elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party; *provided*, *however*, that counsel to the indemnifying party shall not (except with the written consent of the indemnified party) also be counsel to the indemnified party. Notwithstanding the foregoing, the indemnified party or parties shall have the right to employ its or their own counsel in any such case, but the reasonable out-of-pocket fees and expenses of such counsel shall be at the expense of such indemnified party or parties unless (i) the employment of such counsel shall have been authorized in writing by one of the indemnifying parties in connection with the defense of such action, (ii) the indemnifying parties shall not have employed counsel reasonably satisfactory to such indemnified party to have charge of the defense of such action within a reasonable time after notice of commencement of the action, (iii) such indemnified party or parties shall have reasonably concluded, based on advice of counsel, that there may be legal defenses available to it or them which are different from or additional to those available to the indemnifying parties, or

(iv) the named parties in any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both sets of parties by the same counsel would present a conflict due to actual or potential differing interests between them, in any of which events (i) through (iv) such fees and expenses shall be borne by the indemnifying parties (and the indemnifying parties shall not have the right to direct the defense of such action on behalf of the indemnified party or parties). No indemnifying party shall, without the prior written consent of the indemnified parties, effect any settlement or compromise of, or consent to the entry of judgment with respect to, any pending or threatened claim, investigation, action or proceeding in respect of which indemnity or contribution may be or could have been sought by an indemnified party under this Section 8 (whether or not the indemnified party is an actual or potential party thereto), unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such claim, investigation, action or proceeding and (ii) does not include a statement as to or an admission of fault, culpability or any failure to act, by or on behalf of the indemnified party. No indemnifying party shall be liable for any settlement or compromise of, or consent to the entry of judgment with respect to, any such action or claim effected without its consent.

(d) In order to provide for contribution in circumstances in which the indemnification described in Section 8(a) through (c) is for any reason held to be unavailable (except for reasons set forth in the proviso to clause (a) or the last sentence of clause (c)) from any indemnifying party or is insufficient to hold harmless a party indemnified thereunder, the Domino’s Parties and the Initial Purchasers shall contribute to the aggregate losses, claims, damages, liabilities and expenses of the nature contemplated by such indemnification provision (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claims asserted), but after deducting in the case of losses, claims, damages, liabilities and expenses suffered by the Domino’s Parties, any contribution received by the Domino’s Parties from persons, other than the Initial Purchasers, who may also be liable for contribution, including their directors, officers, employees and persons who control the Domino’s Parties within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as incurred to which the Domino’s Parties and one or more of the Initial Purchasers may be subject, in such proportions as is appropriate to reflect the relative benefits received by the Domino’s Parties and the Initial Purchasers from the offering and sale of the Offered Notes under this Agreement or, if such allocation is not permitted by applicable law, in such proportions as are appropriate to reflect not only the relative benefits referred to above but also the relative fault of the Domino’s Parties and the Initial Purchasers in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Domino’s Parties and the Initial Purchasers shall be deemed to be in the same proportion as the total proceeds from the offering and sale of the Offered Notes under this Agreement (net of discounts and commissions but before deducting expenses) received by the Domino’s Parties or their affiliates under this Agreement, on the one hand, and the discounts or commissions received by the Initial Purchasers under this Agreement, on the other hand, bear to the aggregate offering price to investors of the Offered Notes purchased under this Agreement, as set forth on the cover of the Final Offering Memorandum. The relative fault of each of the Domino’s Parties (on the one hand) and of the Initial Purchasers (on the other hand) shall be determined by reference to, among other things, whether the untrue or alleged untrue statement

of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Domino's Parties or their affiliates or the Initial Purchasers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Domino's Parties and the Initial Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 8(d) were determined by pro rata allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 8(d). The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 8(d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any judicial, regulatory or other legal or governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission. Notwithstanding the provisions of this Section 8(d), (i) no Initial Purchaser shall be required to contribute any amount in excess of the amount that it has committed to purchase under this Agreement exceeds the amount of any damages which such Initial Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission, and (ii) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8(d), (A) each of the Initial Purchaser Indemnified Parties other than the Initial Purchasers shall have the same rights to contribution as the Initial Purchasers, and (B) each director, officer or employee of the Domino's Parties and each person, if any, who controls the Domino's Parties within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Domino's Parties, subject in each case of (A) and (B) to clauses (i) and (ii) of the immediately preceding sentence. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties, notify each party or parties from whom contribution may be sought, but the omission to so notify such party or parties shall not relieve the party or parties from whom contribution may be sought from any obligation it or they may have under this Section 8(d) or otherwise. The obligations of the Initial Purchasers to contribute pursuant to this Section 8(d) are several in proportion to the respective aggregate principal amount of Offered Notes purchased by each of the Initial Purchasers under this Agreement and not joint. The obligations of the Domino's Parties to contribute pursuant to this Section 8(d) shall be joint and several.

(e) The Initial Purchasers severally confirm and the Domino's Parties acknowledge and agree that (i) the statements with respect to the offering of the Offered Notes by the Initial Purchasers set forth in the third to last paragraph (relating to overallotment, stabilization and similar activities) of the section entitled "Plan of Distribution" in the Pricing Disclosure Package and the Final Offering Memorandum and (ii) the names of the Initial Purchasers set forth on the front and back cover page of the Preliminary Offering Memorandum and the Final Offering Memorandum constitute the only information concerning such Initial Purchasers furnished in writing to the Domino's Parties by or on behalf of the Initial Purchasers specifically for inclusion in the Preliminary Offering Memorandum, the Pricing Disclosure Package and the Final Offering Memorandum or in any amendment or supplement thereto or in any Blue Sky Application (the "***Initial Purchaser Information***").

9. *Termination*. The Representative shall have the right to terminate this Agreement at any time prior to the Closing Date, if, at or after the Applicable Time: (i) any domestic or international event or act or occurrence has materially disrupted, or in the opinion of the Representative will in the immediate future materially disrupt, the market for the Co-Issuers' securities or securities in general; or (ii) trading on the NYSE or NASDAQ shall have been suspended or been made subject to material limitations, or minimum or maximum prices for trading shall have been fixed, or maximum ranges for prices for securities shall have been required, on the NYSE or NASDAQ or by order of the Commission or any other governmental authority having jurisdiction; or (iii) a banking moratorium has been declared by any state or federal authority or any material disruption in commercial banking or securities settlement or clearance services shall have occurred; or (iv) (A) there shall have occurred any outbreak or escalation of hostilities or acts of terrorism involving the United States or there is a declaration of a national emergency or war by the United States or (B) there shall have been any other calamity or crisis or any change in political, financial or economic conditions if the effect of any such event in (A) or (B), in the judgment of the Representative, makes it impracticable or inadvisable to proceed with the offering, sale and delivery of the Offered Notes, on the terms and in the manner contemplated by the Final Offering Memorandum; or (v) any of the events described in Sections 7(r), 7(t) or 7(x) shall have occurred or the Initial Purchasers shall decline to purchase the Offered Notes for any reason permitted under this Agreement. Any notice of termination pursuant to this Section 9 shall be in writing.

10. *Non-Assignability*. None of the Domino's Parties may assign its rights and obligations under this Agreement. Neither the Representative nor Initial Purchasers may assign their respective rights and obligations under this Agreement, except that each Initial Purchaser shall have the right to substitute any one of its affiliates as the purchaser of the Offered Notes that it has agreed to purchase hereunder ("***Substituting Initial Purchaser***"), by a written notice to the Co-Issuers, which notice shall be signed by both the Substituting Initial Purchaser and such affiliate, shall contain such affiliate's agreement to be bound by this Agreement and shall contain a confirmation by such affiliate of the accuracy with respect to it of the representations set forth in Section 3. Upon receipt of such notice, wherever the word "Initial Purchaser" is used in this Agreement (other than in this Section 10), such word shall be deemed to refer to such affiliate in lieu of the Substituting Initial Purchaser.

11. *Reimbursement of Initial Purchasers' Expenses*. If (a) the Co-Issuers for any reason fail to tender the Offered Notes for delivery to the Representative on behalf of Initial Purchasers, or (b) the Initial Purchasers decline to purchase the Offered Notes for any reason permitted under this Agreement, the Co-Issuers, the Parent Companies, the Manager and the Guarantors shall jointly and severally reimburse the Initial Purchasers for all reasonable documented out-of-pocket expenses (including fees and disbursements of counsel for the Initial Purchasers and without double counting expenses paid pursuant to any section of this Agreement) incurred by the Initial Purchasers in connection with this Agreement and the proposed purchase of the Offered Notes, and upon demand shall pay the full amount thereof to the Initial Purchasers.

12. *Notices, etc*. All statements, requests, notices and agreements hereunder shall be in writing, and:

(a) if to Guggenheim Securities, LLC as the Representative of the Initial Purchasers or any of the other Initial Purchasers, shall be delivered or sent by hand delivery, mail, overnight courier or e-mail to Guggenheim Securities, LLC, 330 Madison Avenue, New York, New York 10017, Attention: Structured Products Capital Markets (e-mail: Cory.Wishengrad@guggenheimpartners.com; Marina.Pristupova@guggenheimpartners.com), with a copy to the General Counsel (e-mail: alex.sheers@guggenheim.com) and with a copy to White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attention: David Thatch (e-mail: dthatch@whitecase.com); and

(b) if to any of the Co-Issuers or the Guarantors, shall be delivered or sent by hand delivery, mail, overnight courier, with a copy by e-mail, to Domino's Pizza, Inc., 24 Frank Lloyd Wright Drive, P.O. Box 485, Ann Arbor, MI 48106, Attention: Adam Gacek (e-mail: adam.gacek@dominos.com), with a copy to Ropes & Gray LLP, Prudential Tower, 800 Boylston Street, Boston MA 02199-3600, Attention: Patricia Lynch, Esq. (e-mail: patricia.lynch@ropesgray.com); and

(c) if to any of the Parent Companies, or the Manager, shall be delivered or sent by hand delivery, mail, overnight courier, with a copy by e-mail, to Domino's Pizza, Inc., 24 Frank Lloyd Wright Drive, P.O. Box 485, Ann Arbor, MI 48106, Attention: Adam Gacek (e-mail: adam.gacek@dominos.com), with a copy to Ropes & Gray LLP, Prudential Tower, 800 Boylston Street, Boston MA 02199-3600, Attention: Patricia Lynch, Esq. (e-mail: patricia.lynch@ropesgray.com).

Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof.

13. *Persons Entitled to Benefit of Agreement*. This Agreement shall inure to the benefit of and be binding upon the Initial Purchasers, the Domino's Parties and their respective successors. This Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of Domino's Parties contained in this Agreement shall also be deemed to be for the benefit of the Initial Purchaser Indemnified Parties and, in the case of Section 8(b) only, the Domino's Indemnified Parties. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in this Section 13, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

14. *Survival*. The respective indemnities, rights of contribution, representations, warranties and agreements of any of the Domino's Parties and the Initial Purchasers contained in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall survive the delivery of and payment for the Offered Notes and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of any of them or any person controlling any of them.

15. *Definition of the Terms "Business Day", "Affiliate", and "Subsidiary"*. For purposes of this Agreement, (a) "business day" means any day on which the New York Stock Exchange, Inc. is open for trading, and (b) "affiliate" and "subsidiary" have the meanings set forth in Rule 405 under the 1933 Act.

16. *Governing Law*. **This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.**

17. *Submission to Jurisdiction and Venue.* Each of the parties hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement or any of the transactions contemplated hereby, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to any party hereto at its address set forth in Section 12 or at such other address of which such party shall have been notified pursuant thereto; and

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 17 any special, exemplary, punitive or consequential damages.

Each of Domino's Parties and each of the Initial Purchasers agree that any suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in any State or U.S. federal court in The City of New York and County of New York, and waives any objection that such party may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding.

18. *Waiver of Jury Trial*. The Co-Issuers, the Parent Companies, the Manager, the Guarantors and each of the Initial Purchasers hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

19. *No Fiduciary Duty*. The Domino’s Parties acknowledge and agree that (a) the purchase and sale of the Offered Notes pursuant to this Agreement, including the determination of the offering price of the Offered Notes and any related discounts and commissions, is an arm’s-length commercial transaction between the Domino’s Parties, on the one hand, and the several Initial Purchasers, on the other hand, (b) in connection with the offering, sale and the delivery of the Offered Notes and the process leading thereto, each Initial Purchaser and their respective representatives are and have been acting solely as a principal and is not the agent or fiduciary of any Domino’s Party, any of its respective subsidiaries or its respective stockholders, creditors, employees or any other party, (c) no Initial Purchaser or any of their respective representatives has assumed or will assume an advisory, agency or fiduciary responsibility in favor of any Domino’s Party with respect to the offering, sale and delivery of the Offered Notes or the process leading thereto (irrespective of whether such Initial Purchaser or its representative has advised or is currently advising the Domino’s Parties or any of their respective subsidiaries on other matters) and no Initial Purchaser or its respective representative has any obligation to the Domino’s Parties with respect to the offering of the Offered Notes except the obligations expressly set forth in this Agreement, (d) the Initial Purchasers and their respective affiliates and representatives may be engaged in a broad range of transactions that involve interests that differ from those of the Domino’s Parties, (e) any duties and obligations that the Initial Purchasers may have to the Domino’s Parties shall be limited to those duties and obligations specifically stated herein, and (f) the Initial Purchasers have not provided any legal, accounting, regulatory or tax advice with respect to the offering of the Offered Notes and the Domino’s Parties have consulted their own respective legal, accounting, regulatory and tax advisors to the extent they deemed appropriate. The Domino’s Parties hereby waive any claims that they each may have against the Initial Purchasers with respect to any breach of fiduciary duty in connection with the Offered Notes.

20. *Counterparts*. This Agreement may be executed in one or more counterparts, including by facsimile and other means of electronic transmission, and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument.

21. *Headings*. The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

22. *Severability*. In case any provision of this Agreement shall be deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

If the foregoing correctly sets forth the agreement among the Domino's Parties and the Representative on behalf of the Initial Purchasers listed in Schedule I, please indicate your acceptance in the space provided for that purpose below.

Very truly yours,

DOMINO'S PIZZA MASTER ISSUER LLC

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

DOMINO'S PIZZA DISTRIBUTION LLC

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

DOMINO'S IP HOLDER LLC

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

DOMINO'S SPV CANADIAN HOLDING COMPANY INC.

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

[*Signature Page to Purchase Agreement*]

DOMINO'S SPV GUARANTOR LLC

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

DOMINO'S PIZZA FRANCHISING LLC

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

DOMINO'S PIZZA INTERNATIONAL FRANCHISING INC.

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

DOMINO'S EQ LLC

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

DOMINO'S PIZZA CANADIAN DISTRIBUTION ULC

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

DOMINO'S RE LLC

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

[*Signature Page to Purchase Agreement*]

DOMINO'S PIZZA LLC

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

DOMINO'S PIZZA, INC.

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

DOMINO'S, INC.

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

[*Signature Page to Purchase Agreement*]

Accepted:

GUGGENHEIM SECURITIES, LLC, acting on behalf of itself
and as the Representative of the Initial Purchasers

By /s/ Cory Wishengrad

Name: Cory Wishengrad
Title: Senior Managing Director

[*Signature Page to Purchase Agreement*]

SCHEDULE I

Initial Purchasers	Principal Amount of Series 2018-1 Class A-2-I Notes to be Purchased
Guggenheim Securities, LLC	$ 331,500,000
Goldman Sachs & Co. LLC	$ 82,875,000
Rabo Securities USA, Inc.	$ 10,625,000
Total	$ 425,000,000

Initial Purchasers	Principal Amount of Series 2018-1 Class A-2-II Notes to be Purchased
Guggenheim Securities, LLC	$ 312,000,000
Goldman Sachs & Co. LLC	$ 78,000,000
Rabo Securities USA, Inc.	$ 10,000,000
Total	$ 400,000,000

SCHEDULE II

PRICING TERM SHEET

DOMINO’S PIZZA MASTER ISSUER LLC
DOMINO’S PIZZA DISTRIBUTION LLC
DOMINO’S IP HOLDER LLC
DOMINO’S SPV CANADIAN HOLDING COMPANY INC.

Pricing Supplement dated April 18, 2018
to the Preliminary Offering Memorandum dated April 9, 2018

$425,000,000 SERIES 2018-1 4.116% FIXED RATE SENIOR SECURED NOTES, CLASS A-2-I
$400,000,000 SERIES 2018-1 4.328% FIXED RATE SENIOR SECURED NOTES, CLASS A-2-II

Gross Proceeds to the Co-Issuers:	
Class A-2-I	$425,000,000
Class A-2-II	$400,000,000
Price to Investors:	
Class A-2-I	100.0%
Class A-2-II	100.0%
Interest/Coupon Rate:	
Class A-2-I	4.116% per annum
Class A-2-II	4.328% per annum
Ratings (S&P):	“BBB+”
Trade Date:	April 18, 2018
Closing Date:	April 24, 2018 (T+4)
Initial Purchasers	Guggenheim Securities, LLC; Goldman Sachs & Co. LLC; Rabo Securities USA, Inc.
Anticipated Repayment Date:	
Class A-2-I	Quarterly Payment Date occurring in October 2025
Class A-2-II	Quarterly Payment Date occurring in July 2027

Series 2018-1 Legal Final Maturity Date:	Quarterly Payment Date occurring in July 2048
First Quarterly Payment Date:	July 25, 2018
Quarterly Collection Period:	Each period of 12 or 16 (or 17) weeks corresponding to the three 12-week and one 16-week (or 17-week) quarters used by the Securitization Entities in connection with their 52 or 53 week fiscal year.
Interest Period	For purposes of the first Quarterly Payment Date, the Interest Period for the Offered Notes will be the period from and including the Closing Date to but excluding July 25, 2018, which, for the avoidance of doubt, will be 91 days as calculated on a "30/360" basis.
Series 2018-1 Quarterly Post-ARD Contingent Interest:	A per annum rate equal to the rate determined by the Servicer to be the greater of (a) 5.00% per annum and (b) a per annum rate equal to the amount, if any, by which (i) the sum of the yield to maturity (adjusted to a quarterly bond-equivalent basis) on the Series 2018-1 Anticipated Repayment Date of the United States Treasury Security having a term closest to 10 years, plus 5.00%, *plus* (A) with respect to the Series 2018-1 Class A-2-I Notes, 1.30% and (B) with respect to the Series 2018-1 Class A-2-II Notes, 1.50% *exceeds* (ii) the Series 2018-1 Class A-2 Note Rate with respect to such Tranche.
Use of Proceeds and Potential Additional Issuance	I. The following revisions in red ink are hereby made to page v of the Preliminary Offering Memorandum and the Preliminary Offering Memorandum is hereby amended as follows: "~~The Master Issuer has received a preliminary indication from the Rating Agency that the Master Issuer will satisfy the Rating Agency Condition with respect to the Series 2015-1 Class A-2 Notes and the Series 2017-1 Class A-2 Notes that will remain Outstanding as of the Closing Date (the "Currently Outstanding Notes Rating Agency Condition") for the issuance of up to $1,125,000,000 of Offered Notes so long as the proceeds from the amount in excess of $825,000,000 are used for the repayment of the Series 2017-1 Class A-2-I(FL) Notes at par. See "Description of the Indenture and the Guarantee and Collateral Agreement --Issuance of Additional Series" herein.~~" II. The following revisions in red ink are hereby made to page 7 of the Preliminary Offering

Memorandum and the Preliminary Offering Memorandum is hereby amended as follows:

"~~*Potential Additional Issuance*~~

~~The Master Issuer has received a preliminary indication from the Rating Agency that the Master Issuer will satisfy the Rating Agency Condition with respect to the Series 2015-1 Class A-2 Notes and the Series 2017-1 Class A-2 Notes that will remain Outstanding as of the Closing Date for the issuance of up to $1,125,000,000 of Offered Notes so long as the proceeds from the amount in excess of $825,000,000 are used for the repayment of the Series 2017-1 Class A-2-I(FL) Notes at par. See "Description of the Indenture and the Guarantee and Collateral Agreement -- Issuance of Additional Series" herein.~~"

III. The following revisions in red ink are hereby made to pages 8-9 of the Preliminary Offering Memorandum and the Preliminary Offering Memorandum is hereby amended as follows:

"*Use of Proceeds*

The Master Issuer estimates that the net proceeds of this offering after deducting the Initial Purchasers' discount and estimated expenses will be approximately $~~●~~815 million. The Co-Issuers are expected to use a portion of such proceeds to make a deposit with Citibank, N.A. as trustee in trust for the benefit of the holders of the Series 2015-1 Class A-2-I Notes for the repayment in full of ~~approximately $491.3~~ $490 million in aggregate principal amount of Series 2015-1 Class A-2-I Notes at par, which repayment is expected to be made on April ~~●~~27, 2018.

~~The Master Issuer has received a preliminary indication from the Rating Agency that the Master Issuer will satisfy the Rating Agency Condition with respect to the Series 2015-1 Class A-2 Notes and the Series 2017-1 Class A-2 Notes that will remain Outstanding as of the Closing Date for the issuance of up to $1,125,000,000 of Offered Notes so long as the proceeds from the amount in excess of $825,000,000 are used for the repayment of the Series 2017-1 Class A-2-I(FL) Notes at par. See "Description of the Indenture and the Guarantee and Collateral Agreement -- Issuance of Additional Series" herein. In the event that the Currently Outstanding Notes Rating Agency Condition is satisfied and the Master Issuer issues Series 2018-1 Class A-2 Notes in excess of $825,000,000, the Co-Issuers are expected to use the portion of the proceeds from this offering in excess of $825,000,000 to make a deposit with Citibank, N.A. as trustee in trust for the benefit of the holders of the Series 2017-1 Class A-2-I(FL) Notes for the repayment of Series 2017-1 Class A-2-I(FL) Notes at par.~~

The Co-Issuers may also use the net proceeds of this offering to (i) pre-fund a portion of the principal and interest payable on the Offered Notes on the initial Quarterly Payment Date pursuant to the Priority of Payments~~,~~ or (ii) repay all or a portion of the Outstanding Series 2017-1 Class A-1 Notes~~ or (iii) repay all or a portion of the principal and interest payable on the Outstanding Series 2017-1 Class A-2-I(FL) Notes~~. On the Closing Date, the Master Issuer will deposit funds into the Senior Notes Interest Reserve Account~~, and/or arrange for the issuance of an Interest Reserve Letter of Credit,~~ in an aggregate amount for all outstanding Notes equal to approximately $~~●~~4.5 million. Any additional net proceeds will be distributed to the Manager, which will distribute such proceeds to Intermediate Holdco, which will distribute such proceeds to Holdco to be used for general business purposes, which may include distributions to holders of common stock, other equivalent payments and stock repurchases. See "Use of Proceeds" herein."

IV. The following revisions in red ink are hereby made to page 22 of the Preliminary Offering Memorandum and the Preliminary Offering Memorandum is hereby amended as follows:

"The amount set forth in clause (i) will increase by 2% per annum on each anniversary of the Series 2012-1 Closing Date or, if the anniversary of the Series 2012-1 Closing Date in any calendar year is not the first day of a Quarterly Collection Period, on the first day of the Quarterly Collection Period immediately following the anniversary of the Series 2012-1 Closing Date; provided, that the amount in clause (i), as adjusted, does not exceed an amount equal to 25% of the aggregate amount of Retained Collections with respect to the preceding four Quarterly Collection Periods. ~~As of the date hereof, the amount in clause (i)(A) as adjusted is equal to $● and the amount in clause (i)(B) as adjusted is equal to $●.~~ See "*Description of the Manager and the Management Agreement*" herein."

V. The following revisions in red ink are hereby made to page 63 of the Preliminary Offering Memorandum and the Preliminary Offering Memorandum is hereby amended as follows:

"USE OF PROCEEDS

The Master Issuer estimates that the net proceeds of this offering after deducting the Initial Purchasers' discount and estimated expenses will be approximately $~~●~~815 million. The Co-Issuers are expected to use a portion of such proceeds to make a deposit with Citibank, N.A. as trustee in trust for the benefit of the holders of the Series 2015-1 Class A-2-I Notes for the repayment in full of ~~approximately $491.3~~ $490 million in aggregate principal amount of Series 2015-1 Class A-2-I Notes at par, which repayment is expected to be made on April ~~●~~27, 2018.

~~The Master Issuer has received a preliminary indication from the Rating Agency that the Master Issuer will satisfy the Rating Agency Condition with respect to the Series 2015-1 Class A-2 Notes and the Series 2017-1 Class A-2 Notes that will remain Outstanding as of the Closing Date for the issuance of up to $1,125,000,000 of Offered Notes so long as the proceeds from the amount in excess of $825,000,000 are used for the repayment of the Series 2017-1 Class A-2-I(FL) Notes at par. See "Description of the Indenture and the Guarantee and Collateral Agreement --Issuance of Additional Series" herein. In the event that the Currently Outstanding Notes Rating Agency Condition is satisfied and the Master Issuer issues Series 2018-1 Class A-2 Notes in excess of $825,000,000, the Co-Issuers are expected to use the portion of the proceeds from this offering in excess of $825,000,000 to make a deposit with Citibank, N.A. as trustee in trust for the benefit of the holders of the Series 2017-1 Class A-2-I(FL) Notes for the repayment of Series 2017-1 Class A-2-I(FL) Notes at par.~~

The Co-Issuers may also use the net proceeds of this offering to (i) pre-fund a portion of the principal and interest payable on the Offered Notes on the initial Quarterly Payment Date pursuant to the Priority of Payments~~,~~ or (ii) repay all or a portion of the Outstanding Series 2017-1 Class A-1 Notes~~ or (iii) repay all or a portion of the principal and interest payable on the Outstanding Series 2017-1 Class A-2-I(FL) Notes~~. On the Closing Date, the Master Issuer will deposit funds into the Senior Notes Interest Reserve Account~~, and/or arrange for the issuance of an Interest Reserve Letter of Credit,~~ in an aggregate amount for all outstanding Notes equal to approximately $~~●~~4.5 million. Any additional net proceeds will be distributed to the Manager, which will distribute such proceeds to Intermediate Holdco, which will distribute such proceeds to Holdco to be used for general business purposes, which may include distributions to holders of common stock, other equivalent payments and stock repurchases.”

Rule 144A CUSIP/ISIN Numbers:	
Class A-2-I	25755T AJ9 / US25755TAJ97
Class A-2-II	25755T AK6 / US25755TAK60
Reg S CUSIP/ISIN Numbers	
Class A-2-I	U2583E AJ6 / USU2583EAJ65
Class A-2-II	U2583E AK3 / USU2583EAK39
Distribution:	Rule 144A and Reg S Compliant

This Pricing Supplement (this “**Pricing Supplement**”) is qualified in its entirety by reference to the Preliminary Offering Memorandum, dated April 9, 2018, of Domino’s Pizza Master Issuer LLC, Domino’s Pizza Distribution LLC, Domino’s IP Holder LLC and Domino’s SPV Canadian Holding Company Inc. (the “**Preliminary Offering Memorandum**”). The information in this Pricing Supplement supersedes the information in the Preliminary Offering Memorandum to the extent inconsistent with the information in the Preliminary Offering Memorandum. Capitalized terms used herein and not defined herein have the meanings assigned in the Preliminary Offering Memorandum.

THE OFFERED NOTES ARE SOLELY THE JOINT AND SEVERAL OBLIGATIONS OF THE CO-ISSUERS (GUARANTEED BY THE GUARANTORS). THE OFFERED NOTES DO NOT REPRESENT OBLIGATIONS OF THE MANAGER OR ANY OF ITS AFFILIATES (OTHER THAN THE CO-ISSUERS AND THE GUARANTORS), OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, EMPLOYEES, REPRESENTATIVES OR AGENTS. THE OFFERED NOTES ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENTAL AGENCY. THE OFFERED NOTES REPRESENT NON-RECOURSE OBLIGATIONS OF THE CO-ISSUERS (GUARANTEED BY THE GUARANTORS) AND ARE PAYABLE SOLELY FROM THE COLLATERAL, AND PROSPECTIVE INVESTORS SHOULD MAKE AN INVESTMENT DECISION BASED UPON AN ANALYSIS OF THE SUFFICIENCY OF THE COLLATERAL.

THE ISSUANCE AND SALE OF THE OFFERED NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR ANY STATE SECURITIES LAWS, AND NO SERIES 2018-1 CLASS A-2 NOTEHOLDER WILL HAVE THE RIGHT TO REQUIRE SUCH REGISTRATION. THE OFFERED NOTES MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED IN RULE 902 UNDER THE 1933 ACT) UNLESS THE OFFERED NOTES ARE REGISTERED UNDER THE 1933 ACT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS IS AVAILABLE. THE OFFERED NOTES ARE BEING SOLD ONLY TO (I) PERSONS THAT ARE NOT COMPETITORS AND THAT ARE “QUALIFIED INSTITUTIONAL BUYERS” UNDER RULE 144A UNDER THE 1933 ACT, (II) PERSONS THAT ARE NOT COMPETITORS AND THAT ARE NOT “U.S. PERSONS” IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S UNDER THE 1933 ACT OR (III) THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER. BECAUSE THE OFFERED NOTES ARE NOT REGISTERED, THEY ARE SUBJECT TO CERTAIN RESTRICTIONS ON RESALE DESCRIBED UNDER “TRANSFER RESTRICTIONS” IN THE PRELIMINARY OFFERING MEMORANDUM.

SCHEDULE III

A. Additional Materials provided to Investors in connection with the Preliminary Offering Memorandum:

1. Model runs and the inputs and outputs thereto and thereof provided to prospective investors with respect to the Preliminary Offering Memorandum (the final runs, the "***Investor Model Runs***"), which Investor Model Runs have been subject to the procedures set forth in the Initial AUP Letter, based on the Excel files titled:

   2018-04-10 Term ABS DPABS Scenario Zero Growth

   2018-04-10 Term ABS DPABS Scenario A2 BE thru PRIN Haircut

   2018-04-10 Term ABS DPABS Scenario A2 BE thru PRIN Annual

   2018-04-10 Term ABS DPABS Scenario A2 BE thru POST-ARD Haircut

   2018-04-10 Term ABS DPABS Scenario A2 BE thru POST-ARD Annual

   2018-04-13 Term ABS DPABS Scenario 100% Cash Sweep

   2018-04-13 Athene DPABS Scenario Shock AUV & License Yr 1-7

   2018-04-13 Athene DPABS Scenario Shock Store Growth Yr 1-7

   2018-04-13 Athene DPABS Scenario Shock Store Growth & AUV & License Yr 1-7

   2018-04-13 Athene DPABS Scenario Avoid Int Shortfall - Shock Store Growth Yr 1-7

   2018-04-13 Athene DPABS Scenario Avoid Int Shortfall - Shock AUV & License Yr 1-7

   2018-04-13 Athene DPABS Scenario 100% Cash Sweep Shock Store Growth Yr 1-7

   2018-04-13 Athene DPABS Scenario 100% Cash Sweep Shock AUV & License Yr 1-7

   2018-04-13 Athene DPABS Scenario 100% Cash Sweep Shock AUV & Store Growth & License Yr 1-7

   2018-04-13 Athene DPABS Scenario Shock Store Growth & AUV Yr 4-8

   2018-04-13 Athene DPABS Scenario No Int Shortfall - Shock AUV & Store Growth & License Yr 4-8

2. Responses to questions from prospective investors:

None.

B. Investor Presentation

C. Other Investor Materials

None.

Exhibit 1

Investor Presentation (the "**Investor Presentation**")

Exhibit 2-A-I

Capitalized terms used within this Exhibit 2-A-I shall have the meanings set forth in the respective opinion letters in which they will be delivered.

Ropes & Gray LLP Opinions

Corporate Opinion

1. Each of the Related Documents to which any Company is a party constitutes the valid and binding obligations of such Company and is enforceable against each Company in accordance with its terms.

2. The execution and delivery by each Company of each Related Document to which such Person is a party and the performance by such Person of its obligations thereunder will not (x) violate any Covered Laws or (y) breach or result in a default or require the creation of any lien (other than liens created pursuant to the Related Documents) upon any assets of any Company pursuant to any agreement, indenture or instrument listed on a schedule to this opinion.

3. Except (i) as may be required in order to perfect the Liens contemplated by the Collateral Transaction Documents (as defined in the Indenture), (ii) for any actions which may be required by the Federal Assignment of Claims Act of 1940 and any similar state or local law in connection with assignments of Collateral the government obligors of which are covered by such acts, (iii) as may be required under federal or state securities laws in connection with the offer, issuance and sale of the Notes and (iv) in connection with the maintenance of existence, ownership of assets or operation of the businesses of the Companies, under the Covered Laws, no consent, approval, license or exemption by, or order or authorization of, or filing, recording or registration with, any governmental authority is required to be obtained by any Company in connection with the execution and delivery of the Related Documents to which such Company is party or the performance by such Company of its obligations under the Related Documents.

4. We are not representing any of the Companies in any pending litigation in which it is a named defendant that challenges the validity or enforceability of, or seeks to enjoin the performance of, the Related Documents.

5. No Securitization Entity is an “investment company” within the meaning of Section 3(a)(1) of the 1940 Act (for the avoidance of doubt without giving effect to the provisions of Section 3(c) of the 1940 Act).

6. All conditions precedent to the issuance of the Notes have been satisfied and the Series 2018-1 Supplement is authorized and permitted pursuant to the terms and conditions of the Indenture.

7. When the Notes have been duly executed by Master Issuer and duly authenticated by the Trustee, upon the order of the Master Issuer in accordance with the Indenture, and

delivered and paid for pursuant to the Series 2018-1 Class A-2 Note Purchase Agreement, the Notes will constitute the valid and binding obligations of the Master Issuer, enforceable against the Master Issuer in accordance with their terms.

8. Assuming (a) the accuracy of the representations and warranties and performance of the agreements of the Initial Purchasers set forth in Section 3 of the Series 2018-1 Class A-2 Note Purchase Agreement and (b) the representations and warranties of the Co-Issuers and the Guarantors set forth in Section 2(a), (c), (d), (e) and (f) of the Series 2018-1 Class A-2 Note Purchase Agreement, (ii) the performance of, and compliance with, the covenants set forth in the Purchase Agreement by the Co-Issuers, the Guarantors and the Initial Purchasers, and (iii) the compliance by the Initial Purchasers with the offering, resale and transfer procedures and restrictions described in the Purchase Agreement and the Offering Memorandum, it is not necessary, in connection with the offer, sale and delivery of the Notes to the Initial Purchasers in the manner contemplated by the Series 2018-1 Class A-2 Note Purchase Agreement and the Indenture, to register the Notes under the Securities Act of 1933 or to qualify the Indenture under the Trust Indenture Act of 1939, it being understood that no opinion is expressed as to the resale of the Notes by anyone other than the Initial Purchasers.

9. The Series 2018-1 Note Issuance Documents conform to the requirements of the Base Indenture and the Series 2018-1 Supplement, and the Notes are permitted to be authenticated by the Trustee pursuant to the terms of the Base Indenture and the Series 2018-1 Supplement.

Back-Up Security Interest Opinion

10. In the event a court fails to characterize any transfer described in any Contribution Agreement listed on a schedule to the opinion as an absolute transfer of the assets purported to be transferred thereby (with respect to such Contribution Agreement, the “Applicable Transferred Assets”) and instead recharacterizes such transfer as a loan made by the Transferee to the Transferor secured by the Applicable Transferred Assets, such Contribution Agreement creates a valid security interest in favor of the applicable Transferee in the interest of the applicable Transferor in such Applicable Transferred Assets to the extent that a security interest in such Applicable Transferred Assets can be created under Article 9 of the New York UCC, assuming that “value” (as described in Section 1-204 of Article 1 of the New York UCC) is given to such applicable Transferor for such security interest as contemplated by such Contribution Agreement.

Security Interest Opinion

11. The Indenture creates a valid security interest in favor of the Trustee for the benefit of the Secured Parties in the Collateral described therein to the extent that a security interest in such items may be created under Article 9 of the New York UCC.

12. The Guarantee and Collateral Agreement creates a valid security interest in favor of the Trustee for the benefit of the Secured Parties in the Collateral described therein to the extent that a security interest in such Collateral can be created under Article 9 of the New York UCC.

13. Assuming that (i) each Account Control Agreement has been duly authorized, executed and delivered by the each of the Trustee and the relevant depositary bank, (ii) the relevant depositary bank is a "bank" (as defined in Section 9-102(a)(8) of the New York UCC) and (iii) each Deposit Account (as defined in each Account Control Agreement) is a "deposit account" (as defined in Section 9-102(a)(29) of the New York UCC), the security interest in each such deposit account granted in favor of the Trustee for the benefit of the Secured Parties under the Indenture and the Guarantee and Collateral Agreement constitutes a perfected security interest.

14. Assuming that (i) each Account Control Agreement has been duly authorized, executed and delivered by each of the Trustee and the relevant depositary bank, (ii) the relevant depositary bank is a "securities intermediary" (as defined in Section 8-102(a)(14) of the New York UCC), (iii) each Securities Account (as defined in each Account Control Agreement) is a "securities account" (as defined in Section 8-501 of the New York UCC), (iv) each applicable account agreement with the relevant depositary bank expressly provides that it is governed by the law of the State of New York and (v) at the time each Account Control Agreement was entered into, the relevant depositary bank had a physical office in the United States and met the criteria set forth in Article 4(1)(a) or (b) of the Hague Securities Convention, the security interest in each such securities account granted in favor of the Trustee for the benefit of the Secured Parties under the Indenture and the Guarantee and Collateral Agreement constitutes a perfected security interest.

15. Under the New York UCC, assuming that neither the Trustee nor any Beneficiary has notice of adverse claims with respect to the Possessory Certificates attached to a schedule of the opinion, and assuming the Trustee has possession in the State of New York of the Possessory Certificates, indorsed by an effective indorsement, either in blank or to the Trustee, then the security interest of the Trustee in each Grantor's rights in the Possessory Certificates pledged by such Grantor constitutes a perfected security interest in the Possessory Certificates, free of any adverse claims under Section 8-303 of the New York UCC. As used herein, "notice of adverse claim" has the same meaning as in Section 8-105(a)(1) and 8-303(a)(2) of the New York UCC.

16. To the extent that the provisions of the Lanham (Trademark) Act (15 U.S.C. § 1051, et seq.) (the "Lanham Act") pertaining to the assignment of trademarks preempt the provisions of the applicable UCC requiring the filing of a financing statement for the perfection of a security interest in trademarks, the recordation of (i) the Supplemental Trademark Security Agreement in the United States Patent and Trademark Office (the "PTO") against the U.S. registered trademarks and trademark applications identified by the trademark and trademark application numbers set forth on Schedule 1 to the Supplemental Trademark Security Agreement (the "Supplemental Trademarks") within three (3) months after its date perfected the Trustee's security interest in the IP Holder's right, title and interest in such Supplemental Trademarks, and (ii) each of the Trademark Security Agreement and the 2015 Trademark Security Agreement in the PTO against the U.S. registered trademarks and trademark applications identified by the trademark and

trademark application numbers set forth on each Schedule 1 thereto, respectively (the "Existing Trademarks" and, together with the Supplemental Trademarks, the "Trademarks") within three (3) months after its date perfected the Trustee's security interest in the IP Holder's right, title and interest in such Existing Trademarks.

17. To the extent that the provisions of the United States Patent Act (35 U.S.C. § 1, et seq.) (the "Patent Act") pertaining to the assignment, grant or conveyance of patents preempt the provisions of the applicable UCC requiring the filing of a financing statement for the perfection of a security interest in patents, the recordation of each of the Patent Security Agreement and the 2015 Patent Security Agreement in the PTO against the U.S. patents and patent applications identified by the patent and patent application numbers set forth on each Schedule 1 thereto, respectively (the "Patents") within three (3) months from its date perfected the Trustee's security interest in the IP Holder's right, title and interest in such Patents.

Tax Opinion

18. The Offered Notes will be treated as debt for U.S. federal income tax purposes.

19. Each U.S. Securitization Entity that is not organized as a corporation will be treated as a disregarded entity.

20. No U.S. Securitization Entity that is not organized as a corporation will be classified as a corporation, an association taxable as a corporation or a publicly traded partnership taxable as a corporation.

Opinion re: Substantive Consolidation and True Sale

21. Accordingly, while there are and can be no guarantees due to the inherently factual nature of the inquiry and the fact that the bankruptcy court will engage in what is essentially an equitable balancing, coupled with the fact that the outcome will turn on future dealings by and between the parties on the basis of, and subject to, the foregoing and subject to the qualifications set forth herein, we are of the opinion that, in a properly presented and argued case the bankruptcy court having jurisdiction over the bankruptcy case of one or more of the Non-Securitization Entities would not substantively consolidate the assets and liabilities of one or more of the Securitization Entities with those of any of the Non-Securitization Entities.

True Sale Reliance Letter

22. We confirm that you may rely on the Opinion Relating to the Contribution and Sale of Assets Pursuant to the Contribution and Sale Agreements in the Opinion Letter as it relates to the 2012 Contribution Agreement, 2012 Transferred Assets and the 2012 Conveyance (each as defined in the Opinion Letter), subject to the assumptions and qualifications set out therein, as if it were addressed to you. The Opinion Letter may not be relied upon by or transmitted to any person other than as permitted by the Opinion Letter, without our prior written consent.

Negative Assurance Letter

23. We confirm to you that no facts that have come to our attention have caused us to believe that (i) the Final Offering Memorandum, as of its date or as of the date hereof, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (ii) the Pricing Disclosure Package, as of 10:09 a.m. New York time on April 18, 2018, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

24. The statements in the Pricing Disclosure Package and the Final Offering Memorandum under the captions "Description of the Securitization Entities and the Securitization Entities' Charter Documents," "Description of the Manager and the Management Agreement," "Description of the Servicer and the Servicing Agreement," "Description of the Back-Up Manager and the Back-Up Management Agreement," "Description of Offered Notes," "Description of the Series 2017-1 Class A-1 Notes," "Description of the Base Indenture and the Guarantee and Collateral Agreement," "Description of the Distribution and Contribution Agreements," "Description of the IP License Agreements," "Description of the Product Purchase Agreements," and "Certain U.S. Federal Income Tax Considerations," insofar as such statements constitute descriptions of securities or summaries of documents referred to therein or descriptions or conclusions of United States federal law, which fairly summarize in all material respects the provisions of the securities, documents or laws referred to therein, subject to the qualifications and limitations set forth therein.

Exhibit 2-A-II

Richards Layton & Finger, P.A. Opinions

Corporate Opinion

1. Each of the Delaware Corporations is a corporation duly incorporated, validly existing and in good standing as a corporation under the General Corporation Law of the State of Delaware (the "General Corporation Law").

2. Each of the Delaware Corporations has all requisite power and authority under its Certificate of Incorporation, its Bylaws and the General Corporation Law to execute and deliver the Related Documents to which it is a party and to perform its obligations thereunder.

3. The execution and delivery by each of the Delaware Corporations of each of the Related Documents to which it is a party, and the performance by each of the Delaware Corporations of its obligations thereunder, will not violate its Certificate of Incorporation or its Bylaws and any law, rule or regulation of the State of Delaware.

4. The execution and delivery by each of the Delaware Corporations of each of the Related Documents to which it is a party, and the performance by each of the Delaware Corporations of its obligations thereunder, have been duly authorized by all necessary action on the part of the Delaware Corporations under its Certificate of Incorporation, its Bylaws and the General Corporation Law.

5. To the extent Delaware law applies, each of the Delaware Corporations has duly executed each of the Related Documents listed on a schedule to the opinion (to include only documents dated as of the Closing Date), to which it is a party.

6. No authorization, consent, approval or order of any Delaware court or any Delaware governmental or administrative body is required to be obtained by a Delaware Corporation solely as a result of the execution and delivery by such Delaware Corporation of the Related Documents to which it is a party, or the performance by such Delaware Corporation of its obligations thereunder.

Opinion re: Perfection

7. The Company Financing Statement is in an appropriate form for filing with the Division and has been duly filed with the Division and the fees and document taxes, if any, payable in connection with the said filing of the Company Financing Statement have been paid in full.

8. Insofar as Article 9 of the Uniform Commercial Code as in effect in the State of Delaware on the date hereof (the "Delaware UCC") is applicable (without regard to conflict of laws principles), the Trustee has a perfected security interest in the Company's rights in that portion of the Indenture Collateral described in the Company Financing Statement in which a security interest may be perfected by the filing of a UCC financing statement with the Division (the "Company Filing Collateral") and the proceeds (as defined in Section 9-102(a)(64) of the Delaware UCC) thereof.

Opinion re: LLCs

9. Each Delaware LLC has been duly formed and is validly existing in good standing as a limited liability company under the laws of the State of Delaware.

10. Under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seg.) (the “LLC Act”) and the applicable LLC Agreement, each Delaware LLC has the requisite limited liability company power and authority to execute and deliver the Related Documents to which it is a party, and to perform its obligations thereunder.

11. Under the LLC Act and the applicable LLC Agreement, the execution and delivery by each Delaware LLC of the Related Documents (other than the LLC Agreements) to which it is a party, and the performance of its obligations thereunder, have been duly authorized by the requisite limited liability company action on the part of such Delaware LLC. Under the LLC Act and the applicable LLC Agreement, each Delaware LLC has duly executed the Related Documents, which are dated as of the date of the opinion, to which it is a party.

12. The LLC Agreement of a Delaware LLC constitutes a legal, valid and binding agreement of the Member of such Delaware LLC, and is enforceable against the Member of such Delaware LLC, in accordance with its terms.

13. If properly presented to a Delaware court, a Delaware court applying Delaware law would conclude that (i) as long as the Indenture has not been terminated in accordance with its terms, in order for a Person to file a voluntary bankruptcy petition on behalf of a Delaware LLC, the prior written consent of the Member and the prior unanimous written consent of the Board of Managers (including the Independent Managers) of the applicable Delaware LLC as provided for in Section 8.9.3 of the applicable LLC Agreement, is required, and (ii) such provision, contained in Section 8.9.3 of the applicable LLC Agreement, that requires, as long as the Indenture has not been terminated in accordance with its terms, the prior written consent of the Member and the prior unanimous written consent of the Board of Managers (including the Independent Managers) of the applicable Delaware LLC in order for a Person to file a voluntary bankruptcy petition on behalf of such Delaware LLC, constitutes a legal, valid and binding agreement of the Member of such Delaware LLC, and is enforceable against the Member of such Delaware LLC, in accordance with its terms.

14. While under the LLC Act, on application to a court of competent jurisdiction, a judgment creditor of a Member may be able to charge such Member’s share of any profits and losses of a Delaware LLC and such Member’s right to receive distributions of such Delaware LLC’s assets (the “Member’s Interest”), to the extent so charged, the judgment creditor has only the right to receive any distribution or distributions to which such Member would otherwise have been entitled in respect of such Member’s Interest. Under the LLC Act, no creditor of a Member of a Delaware LLC shall have any right to obtain

possession of, or otherwise exercise legal or equitable remedies with respect to, the property of such Delaware LLC. Thus, under the LLC Act, a judgment creditor of a Member of a Delaware LLC may not satisfy its claims against such Member by asserting a claim against the assets of such Delaware LLC.

15. Under the LLC Act (i) each Delaware LLC is a separate legal entity, and (ii) the existence of each Delaware LLC as a separate legal entity shall continue until the cancellation of the LLC Certificate of such Delaware LLC.

16. Under the LLC Act and the applicable LLC Agreement, the Bankruptcy or dissolution of the Member of a Delaware LLC will not, by itself, cause such Delaware LLC to be dissolved or its affairs to be wound up.

17. No authorization, consent, approval or order of any Delaware court or any Delaware governmental or administrative body is required to be obtained by a Delaware LLC solely as a result of the execution and delivery by such Delaware LLC of the Related Documents to which it is a party, or the performance by such Delaware LLC of its obligations thereunder.

18. The execution and delivery by a Delaware LLC of the Related Documents to which it is a party, and the performance by such Delaware LLC of its obligations thereunder, do not violate (i) any applicable Delaware law, rule or regulation, or (ii) such Delaware LLC's LLC Certificate or LLC Agreement.

Opinion re: UCC G&C Agreement

19. Each of the Delaware Grantor Financing Statements is in an appropriate form for filing with the Division and has been duly filed with the Division and the fees and document taxes, if any, payable in connection with the said filing of the Delaware Grantor Financing Statements have been paid in full.

20. Insofar as Article 9 of the Uniform Commercial Code as in effect in the State of Delaware on the date hereof (the "Delaware UCC") is applicable (without regard to conflict of laws principles), the Trustee has a perfected security interest in the Delaware Grantors' rights in that portion of the Collateral (as defined in the Global G&C Agreement) described in the Delaware Grantor Financing Statements in which a security interest may be perfected by the filing of a UCC financing statement with the Division (collectively, the "Delaware Grantor Filing Collateral") and the proceeds (as defined in Section 9-102(a)(64) of the Delaware UCC) thereof.

2018 Opinion re: Voluntary Bankruptcy Petitions

21. Based upon the foregoing, and upon our examination of such questions of law and statutes as we have considered necessary or appropriate, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that a federal bankruptcy court would hold that Delaware law, and not federal law, governs the determination of what persons or entities have authority to file a voluntary bankruptcy petition on behalf of the Delaware LLCs.

Exhibit 2-B

Capitalized terms used within this Exhibit 2-B shall have the meanings set forth in the respective opinion letters in which they will be delivered.

In-House Counsel Opinions

Franchise Matters Opinion

1. Since April 18, 2007, the Franchisor has prepared and maintained Franchise Disclosure Documents (formerly known as Uniform Franchise Offering Circular) as necessary for the offer and sale of Domino's Pizza franchises in the United States (the "FDDs").
2. The FDDs complied or comply in all material respects with the Franchise Disclosure Document disclosure requirements of the U.S. Federal Trade Commission and applicable state franchise and business opportunity laws.
3. The Franchisor has registered or filed the FDDs in all franchise registration/filings states in which the Franchisor has offered or sold Domino's Pizza franchises except for those states in which the Franchisor was exempt from registration or filing.
4. Since April 18, 2007, the Franchisor, as required for its franchise offer and sales activities, had or has had franchise registrations/filings, in effect, or has been exempt from franchise registration/filings, including exempt filings, at all times in which the Franchisor has offered or sold Domino's Pizza franchises in franchise registration/filing states.
5. Since April 18, 2007, the Franchisor has made all necessary filings, including exemption filings, under state business opportunity laws regulating the offer and sale of Domino's Pizza franchises.
6. The forms of Standard Franchise Agreement, Non-Traditional Store Franchise Agreement, Transitional Store Franchise Agreement, Development Agreement, Optimization Agreement and License Agreement and other form agreements attached as exhibits to the FDDs were the forms of such agreements signed by the franchisees who had received the FDDs to which they were attached (including, as applicable, state-specific riders or addenda required by state franchise registration authorities), except to the extent they were modified by negotiated changes. These forms comply in all material respects with applicable state and federal laws and regulations.
7. Since April 18, 2007, the Franchisor has complied in all material respects with the filing requirements for advertising and other franchisee solicitation materials under applicable state franchise laws and all such materials have in all material respects complied in substance and form with all standards and conditions prescribed by such applicable laws.
8. Since April 18, 2007, the Franchisor, as required for its franchise offer and sales activities, has complied in all material respects with the filing requirements for franchise salespersons, franchise sales agents, and franchise brokers under applicable state franchise laws.

9. To the knowledge of the undersigned, the Franchisor has not sold any Domino’s Pizza franchises to any franchisees at a time when their FDDs were not then in effect.

10. To the knowledge of the undersigned, the Franchisor has not sold any Domino’s Pizza franchises to any franchisees at a time when its required state franchise registrations or business opportunity filings (or exemptions from registration or filing) referred to in paragraphs 3, 4 and 5 were not then in effect.

Domino’s 2018 Litigation/Conflicts Opinion

1. To my knowledge, there is no action, proceeding or investigation pending or threatened before any court, administrative agency or other Governmental Authority that (i) challenges the validity or enforceability of, or seeks to enjoin the performance of, the Related Documents or (ii) would reasonably be expected to have a material adverse effect on the business of the Domino’s Entities taken as a whole.

2. To my knowledge, the execution and delivery by each of Holdco and its Subsidiaries which are organized under the laws of a State of the United States (each a “Domestic Company”) of each Related Document to which it is a party and the performance of its obligations thereunder will not (i) violate any order, writ, injunction, judgment or decree of any United States federal or state court, Governmental Authority or agency applicable to such Domestic Company or its property or (ii) breach or result in a default or the creation or imposition of any Lien upon any assets of such Domestic Company under the terms of any agreement or instrument which is material to the business of Holdco and its Subsidiaries, taken as a whole, other than as contemplated by the Related Documents.

<u>**Exhibit 2-C**</u>

Capitalized terms used within this Exhibit 2-C shall have the meanings set forth in the respective opinion letters in which they will be delivered.

DLA Piper Opinions

<u>*DLA Piper 2018 Opinion regarding Franchise Matters and 10b-5 Matters*</u>

1. The statements made in the Memorandum under the caption “Description of The Franchise Arrangements,” insofar as they purport to constitute summaries of certain terms of the Current Form Franchise Documents, constitute accurate summaries of the terms of the Current Form Franchise Documents in all material respects. The statements in the Memorandum under the caption “Certain Legal Aspects of the Franchise Arrangements,” insofar as they describe United States federal and state laws relating to franchising and business opportunities, and insofar as they describe similar laws and regulations relating to franchising internationally at the local and national level in certain countries, have been reviewed by us and constitute accurate summaries of the matters described therein in all material respects. No facts have come to our attention that have led us to believe that the statements in the Memorandum under the caption “Description of The Franchise Arrangements,” or the statements in the Memorandum under the caption “Certain Legal Aspects of the Franchise Arrangements,” when issued contained, or on the date of this opinion letter contain, any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. However, except for our review as described in this paragraph, we did not independently investigate or verify, and express no opinion with respect to, the factual statements contained in the Memorandum.

2. No consent, approval, or authorization of or designation, declaration, or filing with any federal or state authority that regulates franchising in the U.S. is required in connection with the 2018 Transaction. However, see the discussion below regarding the actions that the Franchisor must take after the Closing Date in order to offer and sell Domino’s Pizza franchises in the United States to comply with United States federal and state franchise and business opportunity laws.

Miller, Canfield, Paddock & Stone, P.L.C. Opinions

<u>*Miller Canfield 2018 Corporate Opinion re: Michigan Entities*</u>

1. National (i) was validly incorporated in the State of Michigan and, based on the National Michigan Good Standing Certificate, is validly in existence, and is in good standing under the laws of the State of Michigan, and (ii) at the relevant time, had the corporate power and corporate authority to execute and deliver, and to perform its obligations under, the Existing Transaction Documents to which it is a party.

2. Each of Domino’s Pizza and Progressive (i) was validly organized as a limited liability company in the State of Michigan and, based on the Domino’s Pizza Michigan Good Standing Certificate (in the case of Domino’s Pizza) and the Progressive Michigan Good Standing Certificate (in the case of Progressive) and is validly in existence, and is in good standing under the laws of the State of Michigan, (ii) had, at the relevant time, the limited liability company power and limited liability company authority to execute and deliver, and to perform its obligations under, the Existing Transaction Documents to which it is a party, and (iii) in the case of Domino’s Pizza has the limited liability company power and limited liability company authority to execute and deliver, and to perform its obligations under, the 2018 Transaction Documents to which it is a party.

3. Each of Domino’s Pizza, Progressive and National (i) duly authorized the execution and delivery of each of the Existing Transaction Documents to which it is a party and (ii) duly executed each of the Existing Transaction Documents to which it is a party. Domino’s Pizza has duly authorized the execution and delivery of each of the 2018 Transaction Documents to which it is a party and has duly executed each of the 2018 Transaction Documents to which it is a party. Assuming (x) that Domino’s Pizza Distribution LLC had the power and authority to execute and deliver, and to perform its obligation under the Company-Owned Stores Requirements Agreement (as defined on the attached Schedule B), and (y) that the Company-Owned Stores Requirements Agreement was duly authorized, executed and delivered by Domino’s Pizza Distribution LLC, the Company-Owned Stores Requirements Agreement constitutes the valid and legally binding obligation of each of the parties thereto enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance and other similar laws of general application affecting the rights and remedies of creditors and secured parties and general principles of equity.

4. Neither the execution, delivery or performance by Domino’s Pizza, Progressive or National of the Existing Transaction Documents (including, without limitation, the granting of Liens pursuant to the Existing Transaction Documents) to which it is a party, nor compliance by Domino’s Pizza, Progressive or National with the terms and provisions thereof, (i) contravened at any relevant time, nor contravenes, any provision of any Michigan statute, rule or regulation generally applicable to corporations incorporated (or, in the case of Domino’s Pizza and Progressive, applicable to a limited liability company formed) and/or doing business in the State of Michigan, or (ii) violated at any relevant time, or violates, any provision of the articles of incorporation, articles of organization, by-laws, or operating agreement (if any), of Domino’s Pizza, Progressive or National, as the case may be.

5. Neither the execution, delivery or performance by Domino’s Pizza of the 2018 Transaction Documents (including, without limitation, the granting of Liens pursuant to the 2018 Transaction Documents) to which it is a party, nor compliance by Domino’s Pizza with the terms and provisions thereof, (i) contravenes any provision of any Michigan statute, rule or regulation generally applicable to a limited liability company formed and/or doing business in the State of Michigan, or (ii) violates any provision of the articles of organization or operating agreement of Domino’s Pizza.

6. Except as may have been, or may be, required in order to perfect, or to otherwise establish the priority of, the Liens created by the Transaction Documents, to our actual knowledge (as to factual matters only), under Michigan statutory law, no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or authority, or any subdivision thereof, was or is required to authorize, or was or is required in connection with, (i) the execution, delivery and performance by Domino's Pizza, Progressive or National of the Transaction Documents to which Domino's Pizza, Progressive or National is a party or (ii) the legality, validity, binding effect or enforceability against Domino's Pizza, Progressive or National of any of the Transaction Documents to which Domino's Pizza, Progressive or National is a party.

7. The Domino's Pizza Financing Statements were, at the relevant time, in proper form for filing under Article 9 of the Uniform Commercial Code as in effect in the State of Michigan on the date thereof. Insofar as Article 9 of the Uniform Commercial Code as in effect in the State of Michigan on the date thereof was applicable (without regard to conflict of laws principles), upon the filing of such Domino's Pizza Financing Statements with the Filing Office, the secured party named in the Domino's Financing Statements obtained a perfected security interest in that portion of the assets of Domino's Pizza that are the subject of such Domino's Pizza Financing Statements and in which a security interest could be perfected by the filing of a financing statement with the Filing Office under Article 9 of the Uniform Commercial Code as in effect in the State of Michigan on the date thereof. Insofar as Article 9 of the Uniform Commercial Code as in effect in the State of Michigan on the date hereof (the "Michigan UCC") is applicable (without regard to conflict of laws principles), by virtue of the filing of such Domino's Pizza Financing Statements with the Filing Office, the secured party named in the Domino's Pizza Financing Statements has a perfected security interest in that portion of the assets of Domino's Pizza that are the subject of such Domino's Pizza Financing Statements and in which a security interest can be perfected by the filing of a financing statement with the Filing Office under the Michigan UCC (said assets of Domino's Pizza being the "Domino's Pizza UCC Collateral").

8. The Progressive Financing Statements were, at the relevant time, in proper form for filing under Article 9 of the Uniform Commercial Code as in effect in the State of Michigan on the date thereof. Insofar as Article 9 of the Uniform Commercial Code as in effect in the State of Michigan on the date thereof was applicable (without regard to conflict of laws principles), upon the filing of such Progressive Financing Statements with the Filing Office, the secured party named in the Progressive Financing Statements obtained a perfected security interest in that portion of the assets of Progressive that are the subject of such Progressive Financing Statements and in which a security interest could be perfected by the filing of a financing statement with the Filing Office under Article 9 of the Uniform Commercial Code as in effect in the State of Michigan on the date thereof. Insofar as Article 9 of the Michigan UCC is applicable (without regard to conflict of laws principles), by virtue of the filing of such Progressive Financing Statements with the Filing Office, the secured party named in the Progressive Financing Statements has a perfected security interest in that portion of the assets of Progressive that are the subject of such Progressive Financing Statements and in which a security interest can be perfected by the filing of a financing statement with the Filing Office under the Michigan UCC (said assets of Progressive being the "Progressive UCC Collateral").

Miller Canfield 2018 Security Interest Opinion

1. Insofar as Article 9 of the Uniform Commercial Code as in effect in the State of Michigan on the date thereof was applicable (without regard to conflict of laws principles), upon the filing of such Domino's Pizza Financing Statements with the Filing Office, the secured party named in the Domino's Financing Statements obtained a perfected security interest in that portion of the assets of Domino's Pizza that are the subject of such Domino's Pizza Financing Statements and in which a security interest could be perfected by the filing of a financing statement with the Filing Office Article 9 of the Uniform Commercial Code as in effect in the State of Michigan on the date thereof.

2. Insofar as Article 9 of the Uniform Commercial Code as in effect in the State of Michigan on the date hereof (the "Michigan UCC") is applicable (without regard to conflict of laws principles), by virtue of the filing of such Domino's Pizza Financing Statements with the Filing Office, the secured party named in the Domino's Pizza Financing Statements has a perfected security interest in that portion of the assets of Domino's Pizza that are the subject of such Domino's Pizza Financing Statements and in which a security interest can be perfected by the filing of a financing statement with the Filing Office under the Michigan UCC (said assets of Domino's Pizza being the "Domino's Pizza UCC Collateral").

3. Insofar as Article 9 of the Michigan UCC is applicable (without regard to conflicts of laws principles), and given the filing of the Domino's Pizza Financing Statements with the Filing Office, no action with respect to (a) the recording, filing, re-recording and re-filing of the Transaction Document and any other requisite documents with the Filing Office, and (b) the execution and filing with the Filing Office of any financing statement or continuation statement naming Domino's Pizza as debtor, is currently necessary in the State of Michigan.

Exhibit 2-D

Capitalized terms used within this Exhibit 2-D shall have the meanings set forth in the respective opinion letters in which they will be delivered.

Stikeman Elliot LLP Opinions

Stikeman Elliot 2018 Opinion

1. Except for the registrations set out in Schedule B attached, no registration in any public office provided for under the laws of the Jurisdictions is necessary in the Jurisdictions as of the date hereof to maintain the perfection of the security interests created by the Guarantor pursuant to the Guarantee and Collateral Agreement.

2. The registrations set out in Schedule B attached have been renewed for a perpetual or infinite period. Consequently, except for the registration of additional financing statements or financing change statements required by reason of a change in the name of (or the adoption of an additional form of name of) the Guarantor, a transfer by the Guarantor of all or any part of the Collateral, the removal of the Collateral from the Jurisdictions, a change in the location of the Guarantor (as determined under the PPSA's) or a change in the type of organization of the Guarantor, no registrations pursuant to the PPSA's of the Jurisdictions are required under such PPSA's of the Jurisdictions as in effect on the date hereof, in order to maintain the effectiveness of such registrations until discharged.

Stewart McKelvey Opinions

Stewart McKelvey 2018 True Sale Opinion

1. Relying solely on the Certificates of Status, each of the Nova Scotia Companies is a subsisting unlimited company under the laws of the Province.

2. Each of the Nova Scotia Companies has the corporate power and capacity to execute and deliver the 2018-1 Transaction Documents to which it is a party and to exercise its rights and perform its obligations under the Transaction Documents to which it is a party.

3. Each of the Nova Scotia Companies has taken all necessary corporate action to authorize the execution and delivery of each of the 2018-1 Transaction Documents to which it is a party, and the exercise of its rights and the performance of its obligations under the Transaction Documents to which it is a party.

4. Each of the 2018-1 Transaction Documents to which either of the Nova Scotia Companies is a party has been duly executed and delivered by it.

5. The execution and delivery by each of the Opinion Parties of the 2018-1 Transaction Documents to which it is a party and the exercise of its rights and the performance of its obligations under the Transaction Documents to which it is a party do not violate, result in a breach of, or constitute a default under (a) in the case of either of the Nova Scotia

Companies, the memorandum of association and articles of such of the Nova Scotia Companies or (b) any statute or regulation of the Province or any federal statute or regulation of Canada applicable therein which is applicable to the Opinion Parties, or the Collateral.

6. The execution and delivery by each of the Opinion Parties of the 2018-1 Transaction Documents and the performance of its obligations under the Transaction Documents do not:

   (a) require any recording, filing or registration with, consent, authorization or approval of, or notice or other action to, with or by, any governmental authority in the Province other than such registrations, if any, as may be necessary to perfect security interests created thereby under the PPSA, as described in paragraph 7 below; or

   (b) violate, result in a breach of, or constitute a default under any statute or regulation of the Province or any federal statute or regulation of Canada applicable therein which is applicable to such of the Opinion Parties or the Collateral.

7. Under the laws of the Province, no recording, filing or registration is necessary in order to create, preserve, perfect and protect the security interest in the Collateral in favour of Distribution ULC or the Trustee, as applicable, other than the registration of financing statements under the PPSA, which registrations have been made, the details of which are set out in the Schedule B. Except as provided in Schedule B, no renewal or amendment of such registrations is required under the laws of Province.

8. No transaction contemplated by the Transaction Documents requires compliance with any bulk sales legislation in the Province.

9. Each of the Security Documents continues to create in favour of the Trustee a valid security interest in all right, title and interest of the applicable Opinion Party in, to and under the Collateral in which such Opinion Party has granted a security interest pursuant to the applicable Security Document if and to the extent that the laws of the Province apply thereto, with no further formality being required under such laws.

10. In the event that any of the Transaction Documents is sought to be enforced in any action or proceeding in the Province in accordance with the stated choice of law, namely the laws of the State of Delaware or the State of New York (the "**Chosen Law**"), the courts of the Province (i) would recognize the choice of law if it was not made with a view to avoiding the consequences of the laws of any other jurisdiction and that choice is not otherwise contrary to public policy, as such term is understood under the laws of the Province, and (ii) would, subject to clause (i) above, apply the applicable Chosen Law upon appropriate evidence as to such laws being adduced, provided that none of the provisions of a Transaction Document or of the applicable Chosen Law are contrary to public policy, as such term is understood under the laws of the Province. A court in the Province has, however, an inherent power to decline to hear such action or proceeding if it is contrary to public policy, as such term is understood under the laws of the Province for such court to do so, or if that court is not the proper forum to hear such action or proceeding, or if concurrent proceedings are being brought elsewhere.

11. The laws of the Province permit an action to be brought in a court in the Province on any final and conclusive judgment in personam under the internal laws of the State of Delaware or the State of New York (the "**Foreign Court**") which is not impeachable as void or voidable under the internal laws applied by such Foreign Court, for a sum certain if:

    (a) that judgment was not obtained by fraud or in a manner contrary to "natural justice" and the enforcement of that judgment would not be contrary to "public policy" as such terms are applied by the courts of the Province;

    (b) the Foreign Court did not act either:

        (i) without jurisdiction under the conflict of laws rules of the laws of the Province; or

        (ii) without authority, under the laws in force in the jurisdiction of such Foreign Court, to adjudicate concerning the cause of action or subject matter that resulted in the judgment or concerning the person of that judgment debtor;

    (c) the judgment debtor was duly served with the process of the Foreign Court or appeared to defend such process, and, for the purposes of service of process, it is not sufficient that the judgment debtor had agreed to submit to the jurisdiction of the Foreign Court;

    (d) the judgment is not contrary to the final and conclusive judgment of another jurisdiction;

    (e) the enforcement of that judgment does not constitute, directly or indirectly, the enforcement of foreign revenue or penal laws;

    (f) the enforcement of the judgment would not be contrary to any order made by the Attorney-General of Canada under the *Foreign Extraterritorial Measures Act* (Canada) or the Competition Tribunal under the *Competition Act* (Canada) in respect of certain judgments, laws, and directives having effects on competition in Canada; and

    (g) the action to enforce that judgment is taken within six years of the date of that foreign judgment as stipulated in the *Limitations of Actions Act* (Nova Scotia).

12. Attached hereto as Schedule C is a report showing the results of the searches conducted in the public offices and registries in the Province under the statutes specified therein against the current names of the Opinion Parties listed in such Schedule and current as of the respective currency dates indicated therein (which we note may not be the date of this opinion). Such statutes are the only statutes of the Province and the only federal statutes

of Canada applicable therein, where transfers of, or security interests in, assets similar in nature to the Collateral would ordinarily or customarily be the subject of a filing, registration or recording in order to create, preserve, perfect and protect such transfers or security interests. The only filings, registrations or recordings against such names of the Opinion Parties disclosed by such searches are set out in Schedule C.

Stewart McKelvey 2018 Substantive Consolidation Opinion

1. A Local Bankruptcy Court would not order or approve the substantive consolidation of the assets and liabilities of the Transferee with the assets and liabilities of any of the Relevant Entities.

Thompson Dorman Sweatman LLP Opinions

Thompson Dorman Sweatman 2018 Confirmation Opinion

1. Registration of the security interest created by the Guarantee has been made, as of the Initial Closing Date, in all public offices provided for under the laws of the Province of Manitoba or the federal laws of Canada applicable therein where such registration is necessary to preserve, protect or perfect the security interests created by the Guarantee and such registrations continue to be in effect.
2. No further or subsequent recording, filing, indexing, entering or registering of the Guarantee will be necessary in the Province of Manitoba in order to continue the validity or perfection of the security interest created under the Guarantee in the personal property to which the PPSA applies in which DPCD now has rights and in which DPCD hereafter acquires rights when these rights are acquired by DPCD until April 30, 2019.

Loyens Loeff Opinions

Loyens 2018 Reliance Letter

1. We confirm that you may rely on the Opinion Letter, subject to the assumptions and qualifications set out therein, as if it were addressed to you. The Opinion Letter may not be relied upon by or transmitted to any person other than as permitted by the Opinion Letter, without our prior written consent.

Loyens 2012 Opinion

(a) The Company has been duly incorporated and is validly existing as a besloten vennootschap met beperkte aansprakelijkheid (private company with limited liability) under Dutch law.

(b) The Partnership has been formed and is existing as a commanditaire vennootschap (limited partnership) under Dutch law.

(c) The Company has the corporate power to execute and deliver the Opinion Documents (to the extent it is a party thereto) and to perform its obligations thereunder.

(d) The Partnership, acting through Domino's GP, has the power to execute and deliver the Opinion Documents to which it is a party and to perform its obligations thereunder.

(e) The Opinion Documents have been duly authorised by all requisite corporate action on the part of, and have been duly executed and delivered by, the Company (to the extent it is a party thereto).

(f) Provided that the Opinion Documents have been duly authorised by all requisite corporate action on the part of, and have been duly executed and delivered by Domino's GP on behalf of the Partnership, the Opinion Documents have been duly executed and delivered by the Partnership.

(g) The choice of the laws of the State of New York, United States of America, as the law governing the contractual rights and obligations contained in the Contribution Agreements is valid and binding under Dutch law.

(h) The choice of the laws of the State of Delaware, United States of America, as the law governing the contractual rights and obligations contained in the Distribution Agreements is valid and binding under Dutch law.

(i) The contractual rights and obligations under the Opinion Documents constitute the legal, valid and binding obligations of the Company and the Partnership (to the extent it is a party thereto), enforceable against the Company and the Partnership (to the extent it is a party thereto) in accordance with their terms.

(j) In case of any Dutch insolvency proceedings in the Netherlands with respect to the Company, the Partnership's assets and liabilities should not be consolidated with those of the Company for purposes of such proceedings.

(k) In case of any Dutch insolvency proceedings in the Netherlands with respect to the Company, each of Domino's GP and Domino's LP should be treated as separate entities from the Company and the respective assets and liabilities of each of Domino's GP's and Domino's LP's assets and liabilities should not be consolidated with those of the Company for purposes of such proceedings.

(l) The execution and delivery by the Partnership, acting through Domino's GP, of the Opinion Documents and the Company (to the extent it is a party thereto) of the Opinion Documents and the performance by the Partnership, acting through Domino's GP, and the Company (to the extent it is a party thereto) of their respective obligations thereunder do not conflict with or result in a violation of the Articles or the Partnership Agreement (as the case may be) or the provisions of any published law, rule or regulation of general application of the Netherlands.

(m) No approval, authorisation or other action by, or filing with, any Dutch governmental, regulatory or supervisory authority or body, is required in connection with the execution by the Partnership, acting through Domino's GP, and the Company (to the extent it is a party thereto) of the Opinion Documents and the performance by the Company (to the extent it is a party thereto) and the Partnership, acting through Domino's GP, of their respective obligations thereunder, except that there may be reporting requirements to the Dutch Central Bank (De Nederlandsche Bank N.V.) on (inter alia) cross border payments pursuant to the Regulation of 4 February 2003 under the Act on Financial Foreign Relations 1994 (Wet financiele betrekkingen buitenland 1994). Failure to observe the filing, disclosure or notification requirements mentioned above, does not affect the legality, validity or enforceability of the obligations of the Company or the Partnership under the Opinion Documents.

(n) The Company and the Partnership are not entitled to any immunity from any legal proceedings in the Netherlands to enforce the Opinion Documents or any liability or obligation of the Company or the Partnership arising thereunder.

(o) The consent to the jurisdiction of the state courts of the State of New York, United States of America as provided for in the Contribution Agreements is valid and binding upon the Company and the Partnership under Dutch law, insofar as such laws are applicable, provided, however, that such consent does not preclude bringing claims for provisional measures before the provisional measures judge (voorzieningenrechter) of a competent court in the Netherlands.

(p) The consent to the jurisdiction of the state courts of the State of Delaware, United States of America as provided for in the Distribution Agreements is valid and binding upon the Company and the Partnership under Dutch law, insofar as such laws are applicable, provided, however, that such consent does not preclude bringing claims for provisional measures before the provisional measures judge (voorzieningenrechter) of a competent court in the Netherlands.

(q) In the absence of an applicable treaty between the State of New York, United States of America and the Netherlands, a judgment rendered by a court of the State of New York, United States of America will not be enforced by the courts in the Netherlands. In order to obtain a judgment which is enforceable in the Netherlands the claim must be relitigated before a competent Dutch court. A judgment rendered by a court of the State of New York, United States of America pursuant to the Contribution Agreements will, under current practice, be recognised by a Dutch court (i) if that judgment results from proceedings compatible with Dutch concepts of due process, (ii) if that judgment does not contravene public policy (ordre public) of the Netherlands and (iii) the jurisdiction of the court of the State of New York, United States of America has been based on an internationally acceptable ground.

(r) In the absence of an applicable treaty between the State of Delaware, United States of America and the Netherlands, a judgment rendered by a court of the

State of Delaware, United States of America will not be enforced by the courts in the Netherlands. In order to obtain a judgment which is enforceable in the Netherlands the claim must be relitigated before a competent Dutch court. A judgment rendered by a court of the State of Delaware, United States of America pursuant to the Distribution Agreements will, under current practice, be recognised by a Dutch court (i) if that judgment results from proceedings compatible with Dutch concepts of due process, (ii) if that judgment does not contravene public policy (ordre public) of the Netherlands and (iii) the jurisdiction of the court of the State of Delaware, United States of America has been based on an internationally acceptable ground.

Exhibit 2-E

Capitalized terms used within this Exhibit 2-E shall have the meanings set forth in the respective opinion letters in which they will be delivered.

Dentons US LLP Opinions

Dentons 2018 Opinion

1. Citibank is, based upon a certificate of corporate existence issued by the Comptroller of the Currency, validly existing as a national banking association in good standing under the laws of the United States and has the requisite entity power and authority to execute and deliver each Agreement to which it is a party and to perform its obligations thereunder.
2. Each of the Agreements has been duly authorized by all requisite action, executed and delivered by the Trustee.
3. Each of the Agreements, assuming (unless opined to herein) the necessary entity power and authority, authorization, execution, authentication, payment and delivery of and by each party thereto, is a valid and legally binding agreement under the laws of the State of New York, enforceable thereunder in accordance with its terms against the Trustee.
4. With respect to the Trustee, the performance of its obligations under each of the Agreements and the consummation of the transactions contemplated thereby will not result in any breach or violation of its articles of association or bylaws.
5. With respect to the Trustee, to our knowledge, there is no legal action, suit, proceeding or investigation before any court, agency or other governmental body pending or threatened (by written communication to it of a present intention to initiate such action, suit, proceeding or investigation) against it which, either in one instance or in the aggregate, draws into question the validity of, seeks to prevent the consummation of any of the transactions contemplated by or would impair materially its ability to perform its obligations under the Agreements.
6. With respect to the Trustee, the performance of its obligations under each of the Agreements to which it is a party and the consummation of the transactions contemplated thereby do not require any consent, approval, authorization or order of, filing with or notice to any United States federal or State of New York court, agency or other governmental body under any United States federal or State of New York statute or regulation that is normally applicable to transactions of the type contemplated by the Agreements, except such as may be required under the securities laws of any State of the United States or such as have been obtained, effected or given.
7. With respect to the Trustee, the performance of its obligations under each of the Agreements and the consummation of the transactions contemplated thereby will not result in any breach or violation by the Trustee of any United States federal or State of New York statute or regulation that is normally applicable to transactions of the type contemplated by the Agreements.

8. The Notes have been duly authenticated and delivered by the Trustee in accordance with the Indenture.

Eversheds Sutherland LLP Opinions

Eversheds Sutherland 2018 Opinion

1. The Servicing Agreement constitutes a legal, valid and binding agreement of the Servicer enforceable in accordance with its terms against the Servicer subject to (i) applicable bankruptcy, insolvency, fraudulent conveyance, receivership, conservatorship, reorganization, liquidation, moratorium, readjustment of debt or other similar laws affecting the enforcement of creditors' rights generally, as such laws would apply in the event of the insolvency, receivership, conservatorship, liquidation or reorganization of, or other similar occurrence with respect to the Servicer, or in the event of any moratorium or similar occurrence affecting the Servicer and (ii) general principles of equity, including, without limitation, principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity), and except that the enforcement of rights with respect to indemnification, limitations and releases of liability and covenants not to sue, and contribution obligations and provisions (a) purporting to waive or limit rights to trial by jury, oral amendments to written agreements or rights of set off, (b) relating to submission to jurisdiction, venue or service of process, or (c) relating to severability clauses, may be limited by applicable law or considerations of public policy.

Eversheds Sutherland 2018 Negative Assurance Letter

2. On the basis of our participation in the preparation of the Midland Offering Memorandum Section and, in the course of such preparation, in conferences, discussions and/or other communications with representatives of Midland with respect thereto, and relying as to facts necessary to the determination of materiality to the extent we may do so in the exercise of our professional responsibility based upon the certificates and statements of officers and other representatives of Midland and subject to the other matters set forth in this letter, during the course of such participation, no facts have come to our attention that caused us to believe that with respect to the Preliminary Offering Memorandum, as of 10:09 a.m. (New York City time) on April 18, 2018 with respect to the Offered Notes, which we have been informed by you was the time at which sales to investors of the Offered Notes were first made, or with respect to the Final Offering Memorandum, as of its date and as of the date hereof, the information set forth in the Midland Offering Memorandum Section (other than any financial, statistical and/or accounting information contained in or omitted from the Midland Offering Memorandum Section, as to which we do not comment), in each case to the extent that such information relates to Midland solely by virtue of its acting as Servicer under the Servicing Agreement, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

In-House Counsel of Servicer Opinions

Midland 2018 Opinion

1. PNC Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America, with full power and authority under such laws to enter into and perform its obligations under the Servicing Agreement.

2. The Servicing Agreement has been duly authorized, executed and delivered by PNC Bank.

3. No consent, approval, authorization or order of any federal court, governmental agency or body is or was required in connection with the execution, delivery and performance by PNC Bank of the Servicing Agreement, except for those consents, approvals, authorizations or orders that previously have been obtained.

4. PNC Bank's execution, delivery and fulfillment of the terms of the Servicing Agreement do not (a) conflict with or result in a violation of the Articles of Association or By-Laws of PNC Bank or (b) violate applicable provisions of federal statutory laws or regulations known by me to be applicable to PNC Bank and to transactions of the type contemplated by the Servicing Agreement, the violation of which would have a material adverse effect on the ability of PNC Bank to perform its obligations under the Servicing Agreement.

5. PNC Bank's execution, delivery and fulfillment of the terms of the Servicing Agreement do not result in a breach or violation of, or constitute a default or an event which, with the passing of time, the giving of notice or both, would constitute a default under, or result in a right of acceleration of its obligations under, the terms of any indenture or other agreement or instrument known to me to which PNC Bank is a party or by which it is bound or any order, judgment or decree of any federal or state court, administrative agency or governmental instrumentality known by me to be applicable to PNC Bank, the breach, violation, default or acceleration of which would have a material adverse effect on the ability of PNC Bank to perform its obligations under the Servicing Agreement.

6. To my knowledge, there are no actions, suits or proceedings against PNC Bank, pending before any federal or state court, governmental agency or arbitrator or overtly threatened in writing against PNC Bank which challenge the enforceability or validity of the Servicing Agreement or any action taken or to be taken in connection with PNC Bank's obligations contemplated therein or which, either individually or in the aggregate, is reasonably likely to materially impair PNC Bank's ability to perform under the terms of the Servicing Agreement.

In-House Counsel to Back-Up Manager Opinions

FTI 2018 Opinion

1. The Company has been duly incorporated and is validly existing as a corporation under the laws of the State of Maryland.
2. The addressees of this opinion shall be entitled to rely on the opinion issued by FTI on March 15, 2012.

FTI 2012 Opinion

a. The Company has been duly incorporated and is validly existing as a corporation under the laws of the State of Maryland.

b. The Company has the requisite corporate power and authority to execute and deliver the Agreement and to perform its obligations thereunder.

c. The execution and delivery of the Agreement by the Company, and the performance by the Company of its obligations thereunder, have been authorized by all requisite corporate action of the Company, and upon due execution and delivery by the Company and all other parties thereto, will constitute a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

d. Neither the execution and delivery of the Agreement by the Company nor the performance of the services contemplated thereby and compliance with the terms and conditions thereof by the Company will conflict with, result in a breach or violation of, or constitute a default under, (a) the Articles of Incorporation, as restated, amended and supplemented, and By-Laws, as restated and amended, by the Company or (b) any applicable statute, rule or regulation to which the Company is subject that would have a material adverse effect on (i) the ability of the Company to perform its obligations under the Agreement or (ii) the business, operations, assets, liabilities or financial condition of the Company and its subsidiaries as a whole.

Exhibit 4.1

EXECUTION VERSION

DOMINO’S PIZZA MASTER ISSUER LLC,

DOMINO’S PIZZA DISTRIBUTION LLC,

DOMINO’S IP HOLDER LLC and

DOMINO’S SPV CANADIAN HOLDING COMPANY INC.,

each as Co-Issuer

and

CITIBANK, N.A.,

as Trustee and Series 2018-1 Securities Intermediary

SERIES 2018-1 SUPPLEMENT

Dated as of April 24, 2018

to

AMENDED AND RESTATED BASE INDENTURE

Dated as of March 15, 2012

$425,000,000 Series 2018-1 4.116% Fixed Rate Senior Secured Notes, Class A-2-I
$400,000,000 Series 2018-1 4.328% Fixed Rate Senior Secured Notes, Class A-2-II

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EXHIBITS

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Exhibit A-5	—	Form of Regulation S Global Series 2018-1 Class A-2-II Note
Exhibit A-6	—	Form of Unrestricted Global Series 2018-1 Class A-2-II Note
Exhibit B-1	—	Form of Transferee Certificate for Series 2018-1 Class A-2-I Notes or Series 2018-1 Class A-2-II Notes for Transfers of Interests in Restricted Global Notes to Interests in Regulation S Global Notes

Exhibit B-2	—	Form of Transferee Certificate for Series 2018-1 Class A-2-I Notes or Series 2018-1 Class A-2-II Notes for Transfers of Interests in Restricted Global Notes to Interests in Unrestricted Global Notes
Exhibit B-3	—	Form of Transferee Certificate for Series 2018-1 Class A-2-I Notes or Series 2018-1 Class A-2-II Notes for Transfers of Interest in Regulation S Global Notes or Unrestricted Global Notes to Persons Taking Delivery in the Form of an Interest in a Restricted Global Note
Exhibit C	—	Form of Quarterly Noteholders’ Statement

SERIES 2018-1 SUPPLEMENT, dated as of April 24, 2018 (this "Series Supplement"), by and among DOMINO'S PIZZA MASTER ISSUER LLC, a Delaware limited liability company (the "Master Issuer"), DOMINO'S PIZZA DISTRIBUTION LLC, a Delaware limited liability company (the "Domestic Distributor"), DOMINO'S IP HOLDER LLC, a Delaware limited liability company (the "IP Holder"), DOMINO'S SPV CANADIAN HOLDING COMPANY INC., a Delaware corporation (the "SPV Canadian Holdco" and, together with the Master Issuer, the Domestic Distributor, and the IP Holder, collectively, the "Co-Issuers" and each, a "Co-Issuer"), each as a Co-Issuer, and CITIBANK, N.A., a national banking association, as trustee (in such capacity, the "Trustee") and as Series 2018-1 Securities Intermediary, to the Base Indenture, dated as March 15, 2012, by and among the Co-Issuers and CITIBANK, N.A., as Trustee and Securities Intermediary (as amended, modified or supplemented from time to time, exclusive of Series Supplements, the "Base Indenture").

PRELIMINARY STATEMENT

WHEREAS, Section 2.02 and 13.1 of the Base Indenture provide, among other things, that the Co-Issuers and the Trustee may at any time and from time to time enter into a Series Supplement to the Base Indenture for the purpose of authorizing the issuance of one or more Series of Notes (as defined in Annex A of the Base Indenture) upon satisfaction of the conditions set forth therein; and

WHEREAS, all such conditions have been met for the issuance of the Series of Notes authorized hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

DESIGNATION

There is hereby created a Series of Notes to be issued pursuant to the Base Indenture and this Series Supplement, and such Series of Notes shall be designated as Series 2018-1 Senior Notes. On the Series 2018-1 Closing Date, the following subclasses of Notes of such Series shall be issued: two Subclasses of Class A-2 Notes, consisting of (i) $425,000,000 Series 2018-1 4.116% Fixed Rate Senior Secured Notes, Class A-2-I (as referred to herein, the "Series 2018-1 Class A-2-I Notes") and (ii) $400,000,000 Series 2018-1 4.328% Fixed Rate Senior Secured Notes, Class A-2-II (as referred to herein, the "Series 2018-1 Class A-2-II Notes" and together with the Series 2018-1 Class A-2-I Notes, the "Series 2018-1 Senior Notes"). For purposes of the Base Indenture, the Series 2018-1 Class A-2-I Notes and the Series 2018-1 Class A-2-II Notes shall be deemed to be "Senior Notes." Each Subclass of the Series 2018-1 Senior Notes may also be referred to as a "Tranche."

ARTICLE I

DEFINITIONS

All capitalized terms used herein (including in the preamble and the recitals hereto) shall have the meanings assigned to such terms in the Series 2018-1 Supplemental Definitions List attached hereto as Annex A (the "Series 2018-1 Supplemental Definitions List") as such Series 2018-1 Supplemental Definitions List may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof. All capitalized terms not otherwise defined therein shall have the meanings assigned thereto in the Base Indenture Definitions List attached to the Base Indenture as Annex A thereto, as such Base Indenture Definitions List may be amended, supplemented or otherwise modified from time to time in accordance with the terms of the Base Indenture. Unless otherwise specified herein, all Article, Exhibit, Section or Subsection references herein shall refer to Articles, Exhibits, Sections or Subsections of the Base Indenture or this Series Supplement (as indicated herein). Unless otherwise stated herein, as the context otherwise requires or if such term is otherwise defined in the Base Indenture, each capitalized term used or defined herein shall relate only to the Series 2018-1 Senior Notes and not to any other Series of Notes issued by the Co-Issuers.

ARTICLE II

SERIES 2018-1 ALLOCATIONS; PAYMENTS

With respect to the Series 2018-1 Senior Notes only, the following shall apply:

Section 2.01 Allocations with Respect to the Series 2018-1 Senior Notes. On the Series 2018-1 Closing Date, $4,500,000 of the net proceeds from the initial sale of the Series 2018-1 Senior Notes will be deposited into the Senior Notes Interest Reserve Account and the remainder of the net proceeds from the sale of the Series 2018-1 Senior Notes will be paid to, or at the direction of, the Co-Issuers.

Section 2.02 Application of Weekly Collections on Weekly Allocation Dates to the Series 2018-1 Senior Notes; Quarterly Payment Date Applications. On each Weekly Allocation Date, the Master Issuer shall instruct the Trustee in writing to allocate from the Collection Account all amounts relating to the Series 2018-1 Senior Notes pursuant to, and to the extent that funds are available therefor in accordance with the provisions of, the Priority of Payments, including the following:

(a) Series 2018-1 Class A-2 Quarterly Interest. On each Weekly Allocation Date, the Master Issuer shall instruct the Trustee in writing to allocate from the Collection Account the Series 2018-1 Class A-2 Quarterly Interest deemed to be "Senior Notes Quarterly Interest" pursuant to, and to the extent that funds are available therefor in accordance with the provisions of, the Priority of Payments.

(b) Series 2018-1 Notes Interest Reserve Amount.

(i) The Co-Issuers shall maintain an amount on deposit in the Senior Notes Interest Reserve Account with respect to the Series 2018-1 Senior Notes equal to the Series 2018-1 Notes Interest Reserve Amount.

(ii) If on any Weekly Allocation Date there is a Series 2018-1 Notes Interest Reserve Account Deficiency, the Master Issuer shall instruct the Trustee in writing to deposit into the Senior Notes Interest Reserve Account an amount equal to the Series 2018-1 Notes Interest Reserve Account Deficit Amount pursuant to, and to the extent that funds are available therefor in accordance with the provisions of, the Priority of Payments.

(iii) On each Accounting Date preceding the first Quarterly Payment Date following a Series 2018-1 Interest Reserve Release Event or on which a Series 2018-1 Interest Reserve Release Event occurs, the Master Issuer (or the Manager on its behalf) shall instruct the Trustee in writing to withdraw the Series 2018-1 Interest Reserve Release Amount, if any, from the Senior Notes Interest Reserve Account on the applicable Quarterly Payment Date and to deposit such amounts into the Collection Account in accordance with Section 5.10(a)(xxix) of the Base Indenture; provided that immediately after giving effect to any withdrawal of funds from the Senior Notes Interest Reserve Account pursuant to Section 5.10(a)(xxix) of the Base Indenture in connection with such Series 2018-1 Interest Reserve Release Event, there shall be no Series 2018-1 Notes Interest Reserve Account Deficit Amount outstanding.

(c) Series 2018-1 Senior Notes Rapid Amortization Principal Amounts. If any Weekly Allocation Date occurs during a Rapid Amortization Period, the Master Issuer shall instruct the Trustee in writing to allocate from the Collection Account for payment of principal on the Series 2018-1 Senior Notes the amounts contemplated by the Priority of Payments for such principal.

(d) Series 2018-1 Class A-2 Scheduled Principal Payments. On each Weekly Allocation Date prior to the occurrence of a Rapid Amortization Event as set forth in clause (e) of Section 9.1 of the Base Indenture, the Master Issuer shall instruct the Trustee in writing to allocate from the Collection Account the Series 2018-1 Class A-2 Scheduled Principal Payments Amounts deemed to be “Senior Notes Scheduled Principal Payments” pursuant to, and to the extent that funds are available therefor in accordance with the provisions of, the Priority of Payments.

(e) Series 2018-1 Class A-2 Scheduled Principal Payment Deficiency Amount. On each Weekly Allocation Date, the Master Issuer shall instruct the Trustee in writing to allocate from the Collection Account the portion of the Senior Notes Scheduled Principal Payments Deficiency Amount attributable to the Series 2018-1 Senior Notes pursuant to, and to the extent that funds are available therefor in accordance with the provisions of, the Priority of Payments.

(f) Series 2018-1 Senior Notes Quarterly Post-ARD Contingent Interest. On each Weekly Allocation Date, the Master Issuer shall instruct the Trustee in writing to allocate from the Collection Account the Series 2018-1 Class A-2 Post-ARD Contingent Interest deemed to be “Senior Notes Quarterly Post-ARD Contingent Interest” pursuant to, and to the extent that funds are available therefor in accordance with the provisions of, the Priority of Payments.

(g) Series 2018-1 Class A-2 Make-Whole Prepayment Premium. On each Weekly Allocation Date, the Master Issuer shall instruct the Trustee in writing to allocate from the Collection Account the Series 2018-1 Class A-2 Make-Whole Prepayment Premium deemed to be “unpaid premiums and make-whole prepayment premiums” pursuant to, and to the extent that funds are available therefor in accordance with the provisions of, the Priority of Payments.

(h) Application Instructions. The Control Party is hereby authorized (but shall not be obligated) to deliver any instruction contemplated in this Section 2.02 that is not timely delivered by or on behalf of any Co-Issuer.

Section 2.03 Certain Distributions from Series 2018-1 Distribution Account. On each Quarterly Payment Date, based solely upon the most recent Quarterly Manager’s Certificate, the Trustee shall, in accordance with Section 6.1 of the Base Indenture, remit to the Series 2018-1 Noteholders from the Series 2018-1 Distribution Account, the amounts withdrawn from the Senior Notes Interest Account and Senior Notes Principal Payments Account, as applicable, pursuant to Section 5.12(a), (c) and (g), as applicable, of the Base Indenture, in each case with respect to the Series 2018-1 Senior Notes, the amount deposited in the Series 2018-1 Distribution Account for the payment of interest and, to the extent applicable, principal on such Quarterly Payment Date.

Section 2.04 Series 2018-1 Interest.

(a) Series 2018-1 Note Rate. From the Series 2018-1 Closing Date until the Series 2018-1 Outstanding Principal Amount with respect to such Subclass has been paid in full, the Outstanding Principal Amount of a Subclass of the Series 2018-1 Senior Notes (after giving effect to all payments of principal made to Series 2018-1 Noteholders as of the first day of such Interest Period and also giving effect to repurchases and cancellations of Series 2018-1 Senior Notes during such Interest Period) shall accrue interest at the Series 2018-1 Note Rate applicable to such Subclass for such Interest Period. Such accrued interest shall be due and payable in arrears on each Quarterly Payment Date, from amounts that are made available for payment thereof (i) on any related Weekly Allocation Date in

accordance with the Priority of Payments and (ii) on such Quarterly Payment Date in accordance with Section 5.12 of the Base Indenture, commencing on July 25, 2018; provided that in any event all accrued but unpaid interest with respect to such Subclass shall be due and payable in full on the Series 2018-1 Legal Final Maturity Date, on any Series 2018-1 Prepayment Date with respect to a prepayment in full of the Outstanding Principal Amount of such Subclass of the Series 2018-1 Senior Notes or on any other day on which all of the Series 2018-1 Outstanding Principal Amount of such Subclass is required to be paid in full. To the extent any interest accruing on a Subclass at the Series 2018-1 Note Rate is not paid when due, such unpaid interest shall accrue interest at the Series 2018-1 Note Rate for such Subclass. Computations of interest at the Series 2018-1 Note Rate shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

(b) Series 2018-1 Class A-2 Post-ARD Contingent Interest.

(i) Post-ARD Contingent Interest. From and after the Series 2018-1 Anticipated Repayment Date applicable to a Subclass of the Series 2018-1 Senior Notes until the Series 2018-1 Outstanding Principal Amount with respect to such Subclass has been paid in full, additional interest (the "Series 2018-1 Class A-2 Post-ARD Contingent Interest") shall accrue on the Outstanding Principal Amount of such Subclass at an annual interest rate (the "Series 2018-1 Class A-2 Post-ARD Contingent Interest Rate") which for the Series 2018-1 Class A-2-I Notes and the Series 2018-1 Class A-2-II Notes shall be equal to the greater of (a) 5% per annum and (b) a per annum rate equal to the excess, if any, by which (i) the sum of the yield to maturity (adjusted to a quarterly bond-equivalent basis), on such Subclass' Series 2018-1 Anticipated Repayment Date of the United States Treasury Security having a term closest to 10 years plus 5% plus (A) with respect to the Series 2018-1 Class A-2-I Notes, 1.30% and (B) with respect to the Series 2018-1 Class A-2-II Notes, 1.50%, exceeds (ii) the Series 2018-1 Note Rate for such Subclass. Computations of Series 2018-1 Class A-2 Post-ARD Contingent Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

(ii) Payment of Series 2018-1 Class A-2 Post-ARD Contingent Interest. Any Series 2018-1 Class A-2 Post-ARD Contingent Interest shall be due and payable on any applicable Quarterly Payment Date only as and when amounts are made available for payment thereof (i) on any related Weekly Allocation Date in accordance with the Priority of Payments and (ii) on such Quarterly Payment Date in accordance with Section 5.12 of the Base Indenture, in the amount so available. The failure to pay any Series 2018-1 Class A-2 Post-ARD Contingent Interest on any applicable Quarterly Payment Date (including on the Series 2018-1 Legal Final Maturity Date) in excess of amounts available therefor in accordance with the Priorities of Payment will not be an Event of Default and interest will not accrue on any unpaid portion thereof.

(c) Series 2018-1 Class A-2 Initial Interest Period. The initial Interest Period for the Series 2018-1 Senior Notes shall commence on the Series 2018-1 Closing Date and end on (but exclude) July 25, 2018.

Section 2.05 Payment of Series 2018-1 Note Principal.

(a) Series 2018-1 Notes Principal Payment at Legal Maturity. The Series 2018-1 Outstanding Principal Amount shall be due and payable on the Series 2018-1 Legal Final Maturity Date. The Series 2018-1 Outstanding Principal Amount is not prepayable, in whole or in part, except as set forth in this Section 2.05.

(b) Series 2018-1 Anticipated Repayment. The Series 2018-1 Final Payment is anticipated to occur (i) with respect to the Series 2018-1 Class A-2-I Notes, on or before the Quarterly Payment Date occurring in October 2025 and (ii) with respect to the Series 2018-1 Class A-2-II Notes, on the Quarterly Payment Date occurring in July 2027 (each such Quarterly Payment Date, the "Series 2018-1 Anticipated Repayment Date" with respect to such Subclass).

(c) Payment of Series 2018-1 Class A-2 Scheduled Principal Payments. Series 2018-1 Class A-2 Scheduled Principal Payments with respect to each Subclass will be due and payable on any applicable Quarterly Payment Date, as and when amounts are made available for payment thereof (i) on any related Weekly Allocation Date in accordance with the Priority of Payments and (ii) on such Quarterly Payment Date in accordance with Section 5.12 of the Base Indenture, in the amount so available, and failure to pay any Series 2018-1 Class A-2 Scheduled Principal Payment in excess of such amounts will not be an Event of Default; provided, that no Series 2018-1 Class A-2 Scheduled Principal Payment will be due and payable on any Quarterly Payment Date if the Series Non-Amortization Test is met with respect to such date; and provided further that, even if the Series Non-Amortization Test is met with respect to such date, at the option of the Master Issuer, and prior to the Series 2018-1 Anticipated Repayment Date for such Subclass, all or part of the Series 2018-1 Class A-2 Scheduled Principal Payment Amount with respect to such Subclass may be paid on any Quarterly Payment Date.

(d) Series 2018-1 Notes Mandatory Payments of Principal.

(i) If a Change of Control to which the Control Party (acting at the direction of the Controlling Class Representative) has not waived or provided its prior written consent occurs, the Co-Issuers shall prepay all the Series 2018-1 Senior Notes in full by (A) depositing within ten Business Days of the date on which such Change of Control occurs an amount equal to the Series 2018-1 Outstanding Principal Amount and all other amounts that are or will be due and payable with respect to each Subclass of the Series 2018-1 Senior Notes under the Indenture Documents as of the applicable Series 2018-1 Prepayment Date referred to in clause (D) below (including all interest and fees accrued to such date, any Series 2018-1 Class A-2 Make-Whole Prepayment Premium for each Subclass required to be paid in connection therewith pursuant to Section 2.05(e) of this Series Supplement) in the Series 2018-1 Distribution Account, (B) reimbursing the Trustee, the Servicer and the Manager, as applicable, for any unreimbursed Servicing Advances and Manager Advances (in each case, with interest thereon at the Advance Interest Rate), (C) delivering Prepayment Notices in accordance with Section 2.05(g) of this Series Supplement and (D) directing the Trustee to distribute such amount set forth in clause (A) to the Series 2018-1 Noteholders of each Subclass on the Series 2018-1 Prepayment Date specified in such Prepayment Notices.

(ii) During any Rapid Amortization Period, principal payments shall be due and payable on each Quarterly Payment Date on the applicable Subclass of Series 2018-1 Senior Notes as and when amounts are made available for payment thereof (i) on any related Weekly Allocation Date in accordance with the Priority of Payments and (ii) on such Quarterly Payment Date in accordance with Section 5.12 of the Base Indenture, in the amount so available, together with any Series 2018-1 Class A-2 Make-Whole Prepayment Premium for such Subclass required to be paid in connection therewith pursuant to Section 2.05(e) of this Series Supplement; provided, for avoidance of doubt, that it shall not constitute an Event of Default if any such Series 2018-1 Class A-2 Make-Whole Prepayment Premium is not paid because insufficient funds are available to pay such Series 2018-1 Class A-2 Make-Whole Prepayment Premium in accordance with the Priority of Payments. Such payments shall be ratably allocated among the Series 2018-1 Noteholders within such Subclass based on their respective portion of the Series 2018-1 Outstanding Principal Amount of such Subclass.

(e) Series 2018-1 Class A-2 Make-Whole Prepayment Premium Payments. In connection with any mandatory prepayment of any Series 2018-1 Senior Notes made pursuant to Section 2.05(d)(i),

Section 2.05(d)(ii) or Section 2.05(i) of this Series Supplement upon a Change of Control, in connection with any Real Estate Disposition Proceeds, or during any Rapid Amortization Period, or in connection with any optional prepayment of any Subclass of the Series 2018-1 Senior Notes made pursuant to Section 2.05(f) of this Series Supplement, in each case prior to the applicable Series 2018-1 Anticipated Repayment Date (each, a "Series 2018-1 Prepayment"), the Co-Issuers shall pay, in the manner described herein, the Series 2018-1 Class A-2 Make-Whole Prepayment Premium to the Series 2018-1 Noteholders of each such Subclass being prepaid with respect to the applicable Series 2018-1 Prepayment Amount; provided that no such Series 2018-1 Class A-2 Make-Whole Prepayment Premium shall be payable in connection (A) (i) with respect to the Series 2018-1 Class A-2-I Notes, prepayments made on or after the Quarterly Payment Date in October 2022, and (ii) with respect to the Series 2018-1 Class A-2-II Notes, prepayments made on or after the Quarterly Payment Date in July 2024, (with respect to each Subclass, the dates set forth in clauses (i) and (ii), the "Make-Whole End Date" for such Subclass), (B) with any prepayment made in connection with Indemnification Payments, or (C) with Series 2018-1 Class A-2 Scheduled Principal Payments (including those paid at the election of the Master Issuer if the Series Non-Amortization Test is satisfied) and any Series 2018-1 Class A-2 Scheduled Principal Deficiency Amounts.

(f) Optional Prepayment of Series 2018-1 Senior Notes. Subject to Section 2.05(e) and (g) of this Series Supplement, the Co-Issuers shall have the option to prepay the Outstanding Principal Amount of a Subclass of the Series 2018-1 Senior Notes in full on any Business Day or in part on any Quarterly Payment Date, or on any date a mandatory prepayment may be made and that is specified as the Series 2018-1 Prepayment Date in the applicable Prepayment Notices; provided, that the Co-Issuers shall not make any optional prepayment in part of any Subclass of Series 2018-1 Senior Notes pursuant to this Section 2.05(f) in a principal amount for any single prepayment of less than $5,000,000 on any Quarterly Payment Date (except that any such prepayment may be in a principal amount less than such amount if effected on the same day as any partial mandatory prepayment or repayment pursuant to this Series Supplement); provided, further, that no such optional prepayment may be made unless (i) the funds on deposit in the Senior Notes Principal Payments Account that are allocable to the Subclass or Subclasses of the Series 2018-1 Senior Notes to be prepaid are sufficient to pay the principal amount of the Subclass or Subclasses of Series 2018-1 Senior Notes to be prepaid and the Series 2018-1 Class A-2 Make-Whole Prepayment Premium required pursuant to Section 2.05(e), in each case, payable on the relevant Series 2018-1 Prepayment Date; (ii) the funds on deposit in the Senior Notes Interest Account that are allocable to the Series 2018-1 Outstanding Principal Amount to be prepaid are sufficient to pay (A) the Series 2018-1 Class A-2 Quarterly Interest to but excluding the relevant Series 2018-1 Prepayment Date relating to the Series 2018-1 Outstanding Principal Amount to be prepaid and (B) only if such optional prepayment is a prepayment in full of all Series 2018-1 Senior Notes, (x) the Series 2018-1 Class A-2 Post-ARD Contingent Interest and (y) all Securitization Operating Expenses, to the extent attributable to the Series 2018-1 Senior Notes; and (iii) the Co-Issuers shall reimburse the Trustee, the Servicer and the Manager, as applicable, for any unreimbursed Servicing Advances and Manager Advances (in each case, with interest thereon at the Advance Interest Rate). The Co-Issuers may prepay a Series of Notes in full at any time regardless of the number of prior optional prepayments or any minimum payment requirement.

(g) Notices of Prepayments. The Co-Issuers shall give prior written notice (each, a "Prepayment Notice") at least ten (10) Business Days but not more than twenty (20) Business Days prior to any Series 2018-1 Prepayment pursuant to Section 2.05(d)(i) or Section 2.05(f) of this Series Supplement to each Series 2018-1 Noteholder of the Subclass to receive such Series 2018-1 Prepayment, each of the Rating Agencies, the Servicer, the Control Party and the Trustee; provided that at the request of the Co-Issuers, such notice to the Series 2018-1 Noteholders receiving such Series 2018-1 Prepayment shall be given by the Trustee in the name and at the expense of the Co-Issuers. In connection with any such Prepayment Notice, the Co-Issuers shall provide a written report to the Trustee directing the Trustee

to distribute such prepayment in accordance with the applicable provisions of Section 2.05(j) of this Series Supplement. With respect to each such Series 2018-1 Prepayment, the related Prepayment Notice shall, in each case, specify (A) the Series 2018-1 Prepayment Date on which such prepayment will be made, which in all cases shall be a Business Day and, in the case of a mandatory prepayment upon a Change of Control, shall be no more than 10 Business Days after the occurrence of such event, (B) the aggregate principal amount of the applicable Subclass to be prepaid on such date (such amount for each Subclass, together with all accrued and unpaid interest thereon to such date, a "Series 2018-1 Prepayment Amount") and (C) the date on which the applicable Series 2018-1 Class A-2 Make-Whole Prepayment Premium, if any, to be paid in connection therewith will be calculated, which calculation date shall be no earlier than the fifth Business Day before such Series 2018-1 Prepayment Date (the "Series 2018-1 Make-Whole Premium Calculation Date"). Any such optional prepayment and Prepayment Notice may, in the Co-Issuers' discretion, be subject to the satisfaction of one or more conditions precedent. The Co-Issuers shall have the option, by written notice to the Trustee, the Control Party, the Rating Agencies and the Series 2018-1 Noteholders expected to receive such Series 2018-1 Prepayment, to revoke, or amend the Series 2018-1 Prepayment Date set forth in (x) any Prepayment Notice relating to an optional prepayment at any time up to the second Business Day before the Series 2018-1 Prepayment Date set forth in such Prepayment Notice and (y) subject to the requirements of the preceding sentence, any Prepayment Notice relating to mandatory prepayment upon a Change of Control at any time up to the earlier of (I) the occurrence of such event and (II) the second Business Day before the Series 2018-1 Prepayment Date set forth in such Prepayment Notice; provided that in no event shall any Series 2018-1 Prepayment Date be amended to a date earlier than the second Business Day after such amended notice is given. Any Prepayment Notice shall become irrevocable two Business Days prior to the date specified in the Prepayment Notice as the Series 2018-1 Prepayment Date. All Prepayment Notices shall be (i) transmitted by facsimile or email to (A) each Series 2018-1 Noteholder of the Subclass subject to such Prepayment Notice to the extent such Series 2018-1 Noteholder has provided a facsimile number or email address to the Trustee and (B) to each of the Rating Agencies, the Servicer and the Trustee and (ii) sent by registered mail to each affected Series 2018-1 Noteholder. A Prepayment Notice may be revoked or amended by any Co-Issuer if the Trustee receives written notice of such revocation or amendment no later than 10:00 a.m. (New York City time) two Business Days prior to such Series 2018-1 Prepayment Date. The Co-Issuers shall give written notice of such revocation to the Servicer, and at the request of the Co-Issuers, the Trustee shall forward the notice of revocation or amendment to the Series 2018-1 Noteholders.

(h) Series 2018-1 Prepayments. On each Series 2018-1 Prepayment Date with respect to any Series 2018-1 Prepayment, the Series 2018-1 Prepayment Amount and the Series 2018-1 Class A-2 Make-Whole Prepayment Premium, if any, applicable to such Series 2018-1 Prepayment shall be due and payable. The Co-Issuers shall pay the Series 2018-1 Prepayment Amount together with the applicable Series 2018-1 Class A-2 Make-Whole Prepayment Premium, if any, with respect to such Series 2018-1 Prepayment Amount, by, to the extent not already deposited therein pursuant to Section 2.05(d)(i) or (f) of this Series Supplement, depositing such amounts in the applicable Series 2018-1 Distribution Account on or prior to the related Series 2018-1 Prepayment Date to be distributed in accordance with Section 2.05(j) of this Series Supplement.

(i) Indemnification Payments; Real Estate Disposition Proceeds. Any Indemnification Payments or Real Estate Disposition Proceeds allocated to the Senior Notes Principal Payments Account in accordance with Section 5.11(i) of the Base Indenture shall be withdrawn from the Senior Notes Principal Payments Account in accordance with Section 5.12(g) of the Base Indenture, and any such funds allocable to the Series 2018-1 Senior Notes shall be deposited in the Series 2018-1 Distribution Account and used to prepay the Series 2018-1 Senior Notes to each Subclass *pro rata* (based on their respective portion of the Series 2018-1 Outstanding Principal Amount) on the Quarterly Payment Date immediately succeeding such deposit. In connection with any prepayment made with

Indemnification Payments pursuant to this Section 2.05(i), the Co-Issuers shall not be obligated to pay any prepayment premium. The Co-Issuers shall, however, be obligated to pay any applicable Series 2018-1 Class A-2 Make-Whole Prepayment Premium required to be paid pursuant to Section 2.05(e) of this Series Supplement in connection with any prepayment made with Real Estate Disposition Proceeds pursuant to this Section 2.05(i); provided, for avoidance of doubt, that it shall not constitute an Event of Default if any such Series 2018-1 Class A-2 Make-Whole Prepayment Premium is not paid because insufficient funds are available to pay such Series 2018-1 Class A-2 Make-Whole Prepayment Premium, in accordance with the Priority of Payments.

(j) Series 2018-1 Prepayment Distributions. On the Series 2018-1 Prepayment Date for each Series 2018-1 Prepayment to be made pursuant to this Section 2.05 in respect of the Series 2018-1 Senior Notes, the Trustee shall, in accordance with Section 6.1 of the Base Indenture (except that notwithstanding anything to the contrary therein, references to the distributions being made on a Quarterly Payment Date shall be deemed to be references to distributions made on such Series 2018-1 Prepayment Date and references to the Record Date shall be deemed to be references to the Prepayment Record Date) and based solely upon the applicable written report provided to the Trustee pursuant to Section 2.05(g) of this Series Supplement, for each Subclass receiving a Series 2018-1 Prepayment, wire transfer to the Series 2018-1 Noteholders of record on the preceding Prepayment Record Date for such Subclass on a pro rata basis, based on their respective portion of the Series 2018-1 Outstanding Principal Amount, the amount deposited in the Series 2018-1 Distribution Account pursuant to this Section 2.05, if any, in order to repay the applicable portion of the Series 2018-1 Outstanding Principal Amount of such Subclass and pay all accrued and unpaid interest thereon up to such Series 2018-1 Prepayment Date and any Series 2018-1 Class A-2 Make-Whole Prepayment Premium due to Series 2018-1 Noteholders of such Subclass payable on such date.

(k) Series 2018-1 Notices of Final Payment. The Co-Issuers shall notify the Trustee, the Servicer and each of the Rating Agencies on or before the Prepayment Record Date preceding the Series 2018-1 Prepayment Date that will be the Series 2018-1 Final Payment Date for a Subclass; provided, however, that with respect to any Series 2018-1 Final Payment that is made in connection with any mandatory or optional prepayment in full, the Co-Issuers shall not be obligated to provide any additional notice to the Trustee or the Rating Agencies of such Series 2018-1 Final Payment beyond the notice required to be given in connection with such prepayment pursuant to Section 2.05(g) of this Series Supplement. The Trustee shall provide any written notice required under this Section 2.05(k) to each Person in whose name a Series 2018-1 Senior Note for such Subclass is registered at the close of business on such Prepayment Record Date of the Series 2018-1 Prepayment Date that will be the Series 2018-1 Final Payment Date. Such written notice to be sent to the Series 2018-1 Noteholders of such Subclass shall be made at the expense of the Co-Issuers and shall be mailed by the Trustee within five (5) Business Days of receipt of notice from the Co-Issuers indicating that the Series 2018-1 Final Payment will be made and shall specify that such Series 2018-1 Final Payment shall be payable only upon presentation and surrender of the Series 2018-1 Senior Notes of such Subclass and shall specify the place where the Series 2018-1 Senior Notes of such Subclass may be presented and surrendered for such Series 2018-1 Final Payment.

Section 2.06 Series 2018-1 Distribution Account.

(a) Establishment of Series 2018-1 Distribution Account. The Trustee has established and shall maintain in the name of the Trustee for the benefit of the Series 2018-1 Noteholders an account (the "Series 2018-1 Distribution Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Series 2018-1 Noteholders. The Series 2018-1 Distribution Account shall be an Eligible Account. Initially, the Series 2018-1 Distribution Account will be established with the Trustee.

(b) Administration of the Series 2018-1 Distribution Account. All amounts held in the Series 2018-1 Distribution Account shall be invested in the Permitted Investments at the written direction (which may be standing directions) of the Master Issuer; provided, however, that any such investment in the Series 2018-1 Distribution Account shall mature not later than the Business Day prior to the first Quarterly Payment Date following the date on which such funds were received or such other date on which any such funds are scheduled to be paid to any Series 2018-1 Noteholders. In the absence of written investment instructions hereunder, funds on deposit in the Series 2018-1 Distribution Account shall be invested at the direction of the Master Issuer as fully as practicable in one or more Permitted Investments of the type described in clause (b) of the definition thereof. The Master Issuer shall not direct (or permit) the disposal of any Permitted Investments prior to the maturity thereof if such disposal would result in a loss of any portion of the initial purchase price of such Permitted Investment.

(c) Earnings from Series 2018-1 Distribution Account. All interest and earnings (net of losses and investment expenses) paid on funds on deposit in the Series 2018-1 Distribution Account shall be deemed to be available and on deposit for distribution to the Series 2018-1 Noteholders.

(d) Series 2018-1 Distribution Account Constitutes Additional Collateral for Series 2018-1 Senior Notes. In order to secure and provide for the repayment and payment of the Obligations with respect to the Series 2018-1 Senior Notes, the Co-Issuers hereby grant a security interest in and assign, pledge, grant, transfer and set over to the Trustee, for the benefit of the Series 2018-1 Noteholders, all of the Co-Issuers' right, title and interest in and to the following (whether now or hereafter existing or acquired): (i) the Series 2018-1 Distribution Account, including any security entitlement with respect thereto; (ii) all funds and other property (including, without limitation, Financial Assets) on deposit therein from time to time; (iii) all certificates and instruments, if any, representing or evidencing any or all of the Series 2018-1 Distribution Account or the funds on deposit therein from time to time; (iv) all investments made at any time and from time to time with monies in the Series 2018-1 Distribution Account, whether constituting securities, instruments, general intangibles, investment property, financial assets or other property; (v) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for the Series 2018-1 Distribution Account, the funds on deposit therein from time to time or the investments made with such funds; and (vi) all proceeds of any and all of the foregoing, including, without limitation, cash (the items in the foregoing clauses (i) through (vi) are referred to, collectively, as the "Series 2018-1 Distribution Account Collateral").

(e) Termination of Series 2018-1 Distribution Account. On or after the date on which all accrued and unpaid interest on and principal of all Outstanding Series 2018-1 Senior Notes have been paid, the Trustee, acting in accordance with the written instructions of the Master Issuer, shall withdraw from the Series 2018-1 Distribution Account all amounts on deposit therein for distribution pursuant to the Priority of Payments.

Section 2.07 Trustee as Securities Intermediary.

(a) The Trustee or other Person holding the Series 2018-1 Distribution Account shall be the "Series 2018-1 Securities Intermediary." If the Series 2018-1 Securities Intermediary in respect of the Series 2018-1 Distribution Account is not the Trustee, the Master Issuer shall obtain the express agreement of such other Person to the obligations of the Series 2018-1 Securities Intermediary set forth in this Section 2.07.

(b) The Series 2018-1 Securities Intermediary agrees that:

(i) The Series 2018-1 Distribution Account is an account to which Financial Assets will or may be credited;

(ii) The Series 2018-1 Distribution Account is a "securities account" within the meaning of Section 8-501 of the New York UCC and the Series 2018-1 Securities Intermediary qualifies as a "securities intermediary" under Section 8-102(a) of the New York UCC;

(iii) All securities or other property (other than cash) underlying any Financial Assets credited to the Series 2018-1 Distribution Account shall be registered in the name of the Series 2018-1 Securities Intermediary, indorsed to the Series 2018-1 Securities Intermediary or in blank or credited to another securities account maintained in the name of the Series 2018-1 Securities Intermediary, and in no case will any Financial Asset credited to the Series 2018-1 Distribution Account be registered in the name of the Master Issuer, payable to the order of the Master Issuer or specially indorsed to the Master Issuer;

(iv) All property delivered to the Series 2018-1 Securities Intermediary pursuant to this Series Supplement will be promptly credited to the Series 2018-1 Distribution Account;

(v) Each item of property (whether investment property, security, instrument or cash) credited to the Series 2018-1 Distribution Account shall be treated as a Financial Asset;

(vi) If at any time the Series 2018-1 Securities Intermediary shall receive any entitlement order from the Trustee (including those directing transfer or redemption of any Financial Asset) relating to the Series 2018-1 Distribution Account, the Series 2018-1 Securities Intermediary shall comply with such entitlement order without further consent by the Master Issuer, any other Securitization Entity or any other Person;

(vii) (A) The Series 2018-1 Distribution Account shall be governed by the laws of the State of New York, regardless of any provision of any other agreement; (B) for purposes of all applicable UCCs, the State of New York shall be deemed to be the Series 2018-1 Securities Intermediary's jurisdiction and the Series 2018-1 Distribution Account (as well as the "security entitlements" (as defined in Section 8-102(a)(17) of the New York UCC) related thereto) shall be governed by the laws of the State of New York; (C) with respect to each Trustee Account, the law in force in the State of New York is applicable to all issues specified in Article 2(1) of the Hague Securities Convention; and (D) the Securities Intermediary represents that, on the date hereof, it has an office in the State of New York which is engaged in a business or other regular activity of maintaining securities accounts;

(viii) The Series 2018-1 Securities Intermediary has not entered into, and until termination of this Series Supplement, will not enter into, any agreement with any other Person relating to the Series 2018-1 Distribution Account and/or any Financial Assets credited thereto pursuant to which it has agreed to comply with "entitlement orders" (as defined in Section 8-102(a)(8) of the New York UCC) of such other Person, and the Series 2018-1 Securities Intermediary has not entered into, and until the termination of this Series Supplement will not enter into, any agreement with the Master Issuer purporting to limit or condition the obligation of the Series 2018-1 Securities Intermediary to comply with entitlement orders as set forth in Section 2.07(b)(vi) of this Series Supplement; and

(ix) Except for the claims and interest of the Trustee, the Secured Parties and the Securitization Entities in the Series 2018-1 Distribution Account, neither the Series

2018-1 Securities Intermediary nor, in the case of the Trustee, any Trust Officer knows of any claim to, or interest in, the Series 2018-1 Distribution Account or any Financial Asset credited thereto. If the Series 2018-1 Securities Intermediary or, in the case of the Trustee, a Trust Officer has actual knowledge of the assertion by any other person of any Lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Series 2018-1 Distribution Account or any Financial Asset carried therein, the Series 2018-1 Securities Intermediary will promptly notify the Trustee, the Manager, the Servicer and the Master Issuer thereof.

(c) At any time after the occurrence and during the continuation of an Event of Default, the Trustee shall possess all right, title and interest in all funds on deposit from time to time in the Series 2018-1 Distribution Account and in all proceeds thereof, and shall (acting at the direction of the Control Party (at the direction of the Controlling Class Representative)) be the only Person authorized to originate entitlement orders in respect of the Series 2018-1 Distribution Account; provided, however, that at all other times the Master Issuer shall be authorized to instruct the Trustee to originate entitlement orders in respect of the Series 2018-1 Distribution Account.

Section 2.08 Manager. Pursuant to the Management Agreement, the Manager has agreed to provide certain reports, notices, instructions and other services on behalf of the Master Issuer, Holdco and the other Co-Issuers. The Series 2018-1 Noteholders by their acceptance of the Series 2018-1 Senior Notes consent to the provision of such reports and notices to the Trustee by the Manager in lieu of the Master Issuer, Holdco or any other Co-Issuer. Any such reports and notices that are required to be delivered to the Series 2018-1 Noteholders hereunder shall be made available on the Trustee's website in the manner set forth in Section 4.04 of the Base Indenture.

Section 2.09 Replacement of Ineligible Accounts. If, at any time, the Series 2018-1 Distribution Account shall cease to be an Eligible Account (each, a "Series 2018-1 Ineligible Account"), the Master Issuer or any other Co-Issuer shall (i) within five (5) Business Days of obtaining knowledge thereof, notify the Control Party thereof and (ii) within sixty (60) days of obtaining knowledge thereof, (A) establish, or cause to be established, a new account that is an Eligible Account in substitution for such Series 2018-1 Ineligible Account, (B) following the establishment of such new Eligible Account, transfer or, with respect to the Trustee Accounts maintained at the Trustee, instruct the Trustee in writing to transfer all cash and investments from such Series 2018-1 Ineligible Account into such new Eligible Account and (C) pledge, or cause to be pledged, such new Eligible Account to the Trustee for the benefit of the Secured Parties and, if such new Eligible Account is not established with the Trustee, cause such new Eligible Account to be subject to an Account Control Agreement in form and substance reasonably acceptable to the Control Party and the Trustee.

ARTICLE III

FORM OF SERIES 2018-1 SENIOR NOTES

Section 3.01 Issuance of Series 2018-1 Senior Notes.

(a) The Series 2018-1 Senior Notes may be offered and sold in the aggregate Series 2018-1 Class A-2 Initial Principal Amount on the Series 2018-1 Closing Date by the Co-Issuers pursuant to the Series 2018-1 Note Purchase Agreement. The Series 2018-1 Senior Notes may be resold initially only to the Master Issuer or its Affiliates or (A) in the United States, to a Person that is not a Competitor and that is a QIB in a transaction meeting the requirements of Rule 144A, (B) outside the United States, to a Person that is not a Competitor and that is not a U.S. person (as defined in Regulation S) (a "U.S. Person") in a transaction meeting the requirements of Regulation S or (C) to a Person that is not a Competitor in a transaction exempt from the registration requirements of the Securities Act of 1933, as

amended, and the applicable securities laws of any state of the United States and any other jurisdiction, in each such case in accordance with the Base Indenture and any applicable securities laws of any state of the United States. The Series 2018-1 Senior Notes may thereafter be transferred in reliance on Rule 144A and/or Regulation S and in accordance with the procedure described herein. The Series 2018-1 Senior Notes shall be Book-Entry Notes and DTC shall be the Depository for the Series 2018-1 Senior Notes. The Applicable Procedures shall be applicable to transfers of beneficial interests in the Series 2018-1 Senior Notes. The Series 2018-1 Senior Notes shall be issued in minimum denominations of $50,000 and integral multiples of $1,000 in excess thereof.

(b) Restricted Global Notes. The Series 2018-1 Senior Notes offered and sold in their initial distribution in reliance upon Rule 144A shall be issued in the form of one or more global notes in fully registered form, without coupons, substantially in the forms set forth in Exhibit A-1 or Exhibit A-4 hereto, registered in the name of Cede & Co. ("Cede"), as nominee of DTC, and deposited with the Trustee, as custodian for DTC (collectively, for purposes of this Section 3.01 and Section 3.02, the "Restricted Global Notes"). The aggregate initial principal amount of the Restricted Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for DTC, in connection with a corresponding decrease or increase in the aggregate initial principal amount of the corresponding class of Regulation S Global Notes or the Unrestricted Global Notes, as hereinafter provided.

(c) Regulation S Global Notes and Unrestricted Global Notes. Any Series 2018-1 Senior Notes offered and sold on the Series 2018-1 Closing Date in reliance upon Regulation S shall be issued in the form of one or more global notes in fully registered form, without coupons, substantially in the forms set forth in Exhibit A-2 or Exhibit A-5 hereto, registered in the name of Cede, as nominee of DTC, and deposited with the Trustee, as custodian for DTC, for credit to the respective accounts at DTC of the designated agents holding on behalf of Euroclear or Clearstream. Until such time as the Restricted Period shall have terminated with respect to any Series 2018-1 Note, such Series 2018-1 Senior Notes shall be referred to herein collectively, for purposes of this Section 3.01 and Section 3.02, as the "Regulation S Global Notes." After such time as the Restricted Period shall have terminated, the Regulation S Global Notes shall be exchangeable, in whole or in part, for interests in one or more permanent global notes in registered form without interest coupons, substantially in the forms set forth in Exhibit A-3 or Exhibit A-6 hereto, as hereinafter provided (collectively, for purposes of this Section 3.01 and Section 3.02, the "Unrestricted Global Notes"). The aggregate principal amount of the Regulation S Global Notes or the Unrestricted Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for DTC, in connection with a corresponding decrease or increase of aggregate principal amount of the corresponding Restricted Global Notes, as hereinafter provided.

(d) Definitive Notes. The Series 2018-1 Global Notes shall be exchangeable in their entirety for one or more definitive notes in registered form, without interest coupons (collectively, for purposes of this Section 3.01 and Section 3.02 of this Series Supplement, the "Definitive Notes") pursuant to Section 2.13 of the Base Indenture and this Section 3.01(d) in accordance with their terms and, upon complete exchange thereof, such Series 2018-1 Global Notes shall be surrendered for cancellation at the applicable Corporate Trust Office.

Section 3.02 Transfer Restrictions of Series 2018-1 Senior Notes.

(a) A Series 2018-1 Global Note may not be transferred, in whole or in part, to any Person other than DTC or a nominee thereof, or to a successor Depository or to a nominee of a successor Depository, and no such transfer to any such other Person may be registered; provided, however, that this Section 3.02(a) shall not prohibit any transfer of a Series 2018-1 Senior Note that is

issued in exchange for a Series 2018-1 Global Note in accordance with Section 2.8 of the Base Indenture and shall not prohibit any transfer of a beneficial interest in a Series 2018-1 Global Note effected in accordance with the other provisions of this Section 3.02.

(b) The transfer by a Series 2018-1 Note Owner holding a beneficial interest in a Class A-2 Note in the form of a Restricted Global Note to a Person who wishes to take delivery thereof in the form of a beneficial interest in the Restricted Global Note shall be made upon the deemed representation of the transferee that it is purchasing for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a QIB and not a Competitor, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Co-Issuers as such transferee has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon its foregoing representations in order to claim the exemption from registration provided by Rule 144A.

(c) If a Series 2018-1 Note Owner holding a beneficial interest in a Restricted Global Note wishes at any time to exchange its interest in such Restricted Global Note for an interest in the Regulation S Global Note, or to transfer such interest to a Person who wishes to take delivery thereof in the form of a beneficial interest in the Regulation S Global Note, such exchange or transfer may be effected, subject to the Applicable Procedures, only in accordance with the provisions of this Section 3.02(c). Upon receipt by the Registrar, at the applicable Corporate Trust Office, of (i) written instructions given in accordance with the Applicable Procedures from a Clearing Agency Participant directing the Registrar to credit or cause to be credited to a specified Clearing Agency Participant's account a beneficial interest in the Regulation S Global Note, in a principal amount equal to that of the beneficial interest in such Restricted Global Note to be so exchanged or transferred, (ii) a written order given in accordance with the Applicable Procedures containing information regarding the account of the Clearing Agency Participant (and the Euroclear or Clearstream account, as the case may be) to be credited with, and the account of the Clearing Agency Participant to be debited for, such beneficial interest and (iii) a certificate in substantially the form set forth in Exhibit B-1 hereto given by the Series 2018-1 Note Owner holding such beneficial interest in such Restricted Global Note, the Registrar shall instruct the Trustee, as custodian of DTC, to reduce the principal amount of the Restricted Global Note, and to increase the principal amount of the Regulation S Global Note, by the principal amount of the beneficial interest in such Restricted Global Note to be so exchanged or transferred, and to credit or cause to be credited to the account of the Person specified in such instructions (which shall be the Clearing Agency Participant for Euroclear or Clearstream or both, as the case may be) a beneficial interest in the Regulation S Global Note having a principal amount equal to the amount by which the principal amount of such Restricted Global Note was reduced upon such exchange or transfer.

(d) If a Series 2018-1 Note Owner holding a beneficial interest in a Restricted Global Note wishes at any time to exchange its interest in such Restricted Global Note for an interest in the Unrestricted Global Note, or to transfer such interest to a Person who wishes to take delivery thereof in the form of a beneficial interest in the Unrestricted Global Note, such exchange or transfer may be effected, subject to the Applicable Procedures, only in accordance with the provisions of this Section 3.02(d). Upon receipt by the Registrar, at the applicable Corporate Trust Office, of (i) written instructions given in accordance with the Applicable Procedures from a Clearing Agency Participant directing the Registrar to credit or cause to be credited to a specified Clearing Agency Participant's account a beneficial interest in the Unrestricted Global Note in a principal amount equal to that of the beneficial interest in such Restricted Global Note to be so exchanged or transferred, (ii) a written order given in accordance with the Applicable Procedures containing information regarding the account of the Clearing Agency Participant (and the Euroclear or Clearstream account, as the case may be) to be credited with, and the account of the Clearing Agency Participant to be debited for, such beneficial interest and (iii) a certificate in substantially the form of Exhibit B-2 hereto given by the Series 2018-1 Note Owner holding

such beneficial interest in such Restricted Global Note, the Registrar shall instruct the Trustee, as custodian of DTC, to reduce the principal amount of such Restricted Global Note, and to increase the principal amount of the Unrestricted Global Note, by the principal amount of the beneficial interest in such Restricted Global Note to be so exchanged or transferred, and to credit or cause to be credited to the account of the Person specified in such instructions (which shall be the Clearing Agency Participant for Euroclear or Clearstream or both, as the case may be) a beneficial interest in the Unrestricted Global Note having a principal amount equal to the amount by which the principal amount of such Restricted Global Note was reduced upon such exchange or transfer.

(e) If a Series 2018-1 Note Owner holding a beneficial interest in a Regulation S Global Note or an Unrestricted Global Note wishes at any time to exchange its interest in such Regulation S Global Note or such Unrestricted Global Note for an interest in the Restricted Global Note, or to transfer such interest to a Person who wishes to take delivery thereof in the form of a beneficial interest in the Restricted Global Note, such exchange or transfer may be effected, subject to the Applicable Procedures, only in accordance with the provisions of this Section 3.02(e). Upon receipt by the Registrar, at the applicable Corporate Trust Office, of (i) written instructions given in accordance with the Applicable Procedures from a Clearing Agency Participant directing the Registrar to credit or cause to be credited to a specified Clearing Agency Participant's account a beneficial interest in the Restricted Global Note in a principal amount equal to that of the beneficial interest in such Regulation S Global Note or such Unrestricted Global Note, as the case may be, to be so exchanged or transferred, (ii) a written order given in accordance with the Applicable Procedures containing information regarding the account of the Clearing Agency Participant (and the Euroclear or Clearstream account, as the case may be) to be credited with, and the account of the Clearing Agency Participant to be debited for, such beneficial interest and (iii) with respect to a transfer of a beneficial interest in such Regulation S Global Note (but not such Unrestricted Global Note), a certificate in substantially the form set forth in Exhibit B-3 hereto given by such Series 2018-1 Note Owner holding such beneficial interest in such Regulation S Global Note, the Registrar shall instruct the Trustee, as custodian of DTC, to reduce the principal amount of such Regulation S Global Note or such Unrestricted Global Note, as the case may be, and to increase the principal amount of the Restricted Global Note, by the principal amount of the beneficial interest in such Regulation S Global Note or such Unrestricted Global Note to be so exchanged or transferred, and to credit or cause to be credited to the account of the Person specified in such instructions (which shall be the Clearing Agency Participant for DTC) a beneficial interest in the Restricted Global Note having a principal amount equal to the amount by which the principal amount of such Regulation S Global Note or such Unrestricted Global Note, as the case may be, was reduced upon such exchange or transfer.

(f) In the event that a Series 2018-1 Global Note or any portion thereof is exchanged for Series 2018-1 Senior Notes other than Series 2018-1 Global Notes, such other Series 2018-1 Senior Notes may in turn be exchanged (upon transfer or otherwise) for Series 2018-1 Senior Notes that are not Series 2018-1 Global Notes or for a beneficial interest in a Series 2018-1 Global Note (if any is then outstanding) only in accordance with such procedures as may be adopted from time to time by the Co-Issuers and the Registrar, which shall be substantially consistent with the provisions of Section 3.02(a) through Section 3.02(e) and Section 3.02(g) of this Series Supplement (including the certification requirement intended to ensure that transfers and exchanges of beneficial interests in a Series 2018-1 Global Note comply with Rule 144A or Regulation S under the Securities Act, as the case may be) and any Applicable Procedures.

(g) Until the termination of the Restricted Period with respect to any Series 2018-1 Note, interests in the Regulation S Global Notes representing such Series 2018-1 Note may be held only through Clearing Agency Participants acting for and on behalf of Euroclear and Clearstream; provided that this Section 3.02(g) shall not prohibit any transfer in accordance with Section 3.02(d) of this Series Supplement. After the expiration of the applicable Restricted Period, interests in the Unrestricted Global Notes may be transferred without requiring any certifications other than those set forth in this Section 3.02.

(h) The Series 2018-1 Notes Restricted Global Notes, the Series 2018-1 Notes Regulation S Global Notes and the Series 2018-1 Notes Unrestricted Global Notes shall bear the following legend:

THE ISSUANCE AND SALE OF THIS SERIES 2018-1 NOTE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER RELEVANT JURISDICTION, AND NONE OF DOMINO'S PIZZA MASTER ISSUER LLC, DOMINO'S PIZZA DISTRIBUTION LLC, DOMINO'S IP HOLDER LLC AND DOMINO'S SPV CANADIAN HOLDING COMPANY INC. (THE "CO-ISSUERS") HAS BEEN REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"). THIS NOTE OR ANY INTEREST HEREIN MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO DOMINO'S PIZZA MASTER ISSUER LLC OR AN AFFILIATE THEREOF, (B) IN THE UNITED STATES, TO EITHER AN INITIAL PURCHASER OR A SUBSEQUENT TRANSFEREE THAT IS NOT A COMPETITOR AND IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH SUCH INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE EXERCISES SOLE INVESTMENT DISCRETION OR (C) OUTSIDE THE UNITED STATES, TO AN INITIAL PURCHASER OR A SUBSEQUENT TRANSFEREE WHO IS NEITHER A COMPETITOR NOR A "U.S. PERSON" AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S"), ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH SUCH INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE EXERCISES SOLE INVESTMENT DISCRETION, AND NONE OF WHICH ARE A U.S. PERSON, IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S, AND, IN EACH CASE, IN COMPLIANCE WITH THE CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE INDENTURE REFERRED TO HEREIN AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER RELEVANT JURISDICTION.

BY ITS ACQUISITION OR ACCEPTANCE HEREOF, THE HOLDER (IF NOT THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER) REPRESENTS THAT (A) IT IS NOT A COMPETITOR AND IS EITHER (X) A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH IT EXERCISES SOLE INVESTMENT DISCRETION EACH OF WHICH IS A QUALIFIED INSTITUTIONAL BUYER OR (Y) NOT A "U.S. PERSON" AS DEFINED IN REGULATION S, ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH IT EXERCISES SOLE INVESTMENT DISCRETION EACH OF WHICH IS NOT A "U.S. PERSON," IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S, (B) IT AND EACH ACCOUNT FOR WHICH IT IS PURCHASING WILL HOLD AND TRANSFER AT LEAST THE MINIMUM DENOMINATION OF NOTES, (C) IT UNDERSTANDS THAT THE CO-ISSUERS MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN THEIR NOTES FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES, AND (D) IT WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREES.

EACH INITIAL PURCHASER AND EACH SUBSEQUENT TRANSFEREE (IF NOT THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER) TAKING DELIVERY OF THIS NOTE OR AN INTEREST IN THIS NOTE WILL BE DEEMED TO HAVE MADE THE APPLICABLE REPRESENTATIONS AND AGREEMENTS REFERRED TO IN THE INDENTURE. EACH INITIAL PURCHASER AND EACH SUBSEQUENT TRANSFEREE TAKING DELIVERY OF THIS NOTE OR AN INTEREST IN THIS NOTE IN THE FORM OF AN INTEREST IN A [REGULATION S GLOBAL NOTE] [RESTRICTED GLOBAL NOTE] OR [AN UNRESTRICTED GLOBAL NOTE] WILL BE REQUIRED TO DELIVER A TRANSFER CERTIFICATE IN THE FORM REQUIRED BY THE INDENTURE AND WILL BE REQUIRED TO MAKE THE APPLICABLE REPRESENTATIONS AND AGREEMENTS REFERRED TO IN THE INDENTURE.

ANY TRANSFER OF THIS NOTE IN VIOLATION OF THE FOREGOING SHALL BE OF NO FORCE AND EFFECT AND WILL BE VOID AB INITIO AND SHALL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE CO-ISSUERS, THE TRUSTEE OR ANY INTERMEDIARY.

IF THIS NOTE WAS ACQUIRED IN THE UNITED STATES, AND THE HOLDER IS DETERMINED TO BE (I) A COMPETITOR OR (II) NOT TO HAVE BEEN A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF ACQUISITION OF THIS NOTE, THE CO-ISSUERS HAVE THE RIGHT TO REQUIRE SUCH HOLDER TO SELL THIS NOTE TO A PURCHASER THAT IS (I) NOT A COMPETITOR AND (II) A QUALIFIED INSTITUTIONAL BUYER. THE CO-ISSUERS ALSO HAVE THE RIGHT TO REFUSE TO HONOR A TRANSFER TO A TRANSFEREE TAKING DELIVERY IN THE FORM OF AN INTEREST IN A RULE 144A GLOBAL NOTE THAT IS DETERMINED TO HAVE BEEN A COMPETITOR OR NOT TO HAVE BEEN A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF THE TRANSFER.

IF THIS NOTE WAS ACQUIRED OUTSIDE THE UNITED STATES, AND THE HOLDER IS DETERMINED TO BE (I) A COMPETITOR OR (II) A “U.S. PERSON” THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF ACQUISITION OF THIS NOTE, THE CO-ISSUERS HAVE THE RIGHT TO REQUIRE SUCH HOLDER TO SELL THIS NOTE TO A PURCHASER THAT IS (I) NOT A COMPETITOR AND (II) EITHER IS A QUALIFIED INSTITUTIONAL BUYER OR NOT A “U.S. PERSON” IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S. THE CO-ISSUERS ALSO HAVE THE RIGHT TO REFUSE TO HONOR A TRANSFER TO A TRANSFEREE TAKING DELIVERY IN THE FORM OF AN INTEREST IN A REGULATION GLOBAL NOTE THAT IS DETERMINED TO HAVE BEEN A COMPETITOR OR A U.S. PERSON.

(i) The Series 2018-1 Notes Regulation S Global Notes shall also bear the following legend:

UNTIL 40 DAYS AFTER THE ORIGINAL ISSUE DATE OF THE NOTES (THE “RESTRICTED PERIOD”) IN CONNECTION WITH THE OFFERING OF THE NOTES IN THE UNITED STATES FROM OUTSIDE OF THE UNITED STATES, THE SALE, PLEDGE OR TRANSFER OF THIS NOTE IS SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS. THE HOLDER HEREOF, BY PURCHASING OR OTHERWISE ACQUIRING THIS NOTE, ACKNOWLEDGES THAT SUCH HOLDER IS NOT A “U.S. PERSON” AS DEFINED IN REGULATION S, THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER, AND THAT THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND AGREES FOR THE BENEFIT OF THE CO-ISSUERS

THAT THIS NOTE MAY BE TRANSFERRED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY TO A PERSON THAT IS NOT A "U.S. PERSON" AS DEFINED IN REGULATION S, THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER AND IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS OF THE STATES, TERRITORIES AND POSSESSIONS OF THE UNITED STATES GOVERNING THE OFFER AND SALE OF SECURITIES, AND PRIOR TO THE EXPIRATION OF THE RESTRICTED PERIOD, ONLY (I) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT OR (II) PURSUANT TO AND IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT.

(j) The Series 2018-1 Global Notes issued in connection with the Series 2018-1 Senior Notes shall bear the following legend:

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY ("DTC"), A NEW YORK CORPORATION, 55 WATER STREET, NEW YORK, NEW YORK 10004, OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN DTC OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE CO-ISSUERS OR THE REGISTRAR, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE THE REGISTERED OWNER, CEDE & CO., HAS AN INTEREST HEREIN.

(k) The required legends set forth above shall not be removed from the applicable Series 2018-1 Senior Notes except as provided herein. The legend required for a Series 2018-1 Notes Restricted Global Note may be removed from such Series 2018-1 Notes Restricted Global Note if there is delivered to the Co-Issuers and the Registrar such satisfactory evidence, which may include an Opinion of Counsel as may be reasonably required by the Co-Issuers that neither such legend nor the restrictions on transfer set forth therein are required to ensure that transfers of such Series 2018-1 Notes Restricted Global Note will not violate the registration requirements of the Securities Act. Upon provision of such satisfactory evidence, the Trustee at the direction of the Master Issuer, on behalf of the Co-Issuers, shall authenticate and deliver in exchange for such Series 2018-1 Notes Restricted Global Note a Series 2018-1 Note or Series 2018-1 Senior Notes having an equal aggregate principal amount that does not bear such legend. If such a legend required for a Series 2018-1 Notes Restricted Global Note has been removed from a Series 2018-1 Note as provided above, no other Series 2018-1 Note issued in exchange for all or any part of such Series 2018-1 Note shall bear such legend, unless the Co-Issuers have reasonable cause to believe that such other Series 2018-1 Note is a "restricted security" within the meaning of Rule 144 under the Securities Act and instructs the Trustee to cause a legend to appear thereon.

Section 3.03 Note Owner Representations and Warranties. Each Person who becomes a Series 2018-1 Note Owner pursuant to the Offering Memorandum shall be deemed to represent, warrant and agree on the date such Person acquires any interest in any Series 2018-1 Note as follows:

(a) With respect to any purchase of Series 2018-1 Senior Notes pursuant to Rule 144A, it is a QIB pursuant to Rule 144A and is aware that any sale of Series 2018-1 Senior Notes to it shall be made in reliance on Rule 144A. Its acquisition of Series 2018-1 Senior Notes in any such sale shall be for its own account or for the account of another QIB.

(b) With respect to any purchase of Series 2018-1 Senior Notes pursuant to Regulation S, at the time the buy order for such Series 2018-1 Senior Notes was originated, it was outside the United States and it was not a U.S. Person, and was not purchasing for the account or benefit of a U.S. Person.

(c) It has not been formed for the purpose of investing in the Series 2018-1 Senior Notes, except where each beneficial owner is a QIB (for Series 2018-1 Senior Notes acquired in the United States) or not a U.S. Person (for Series 2018-1 Senior Notes acquired outside the United States).

(d) It shall, and each account for which it is purchasing shall, hold and transfer at least the minimum denomination of Series 2018-1 Senior Notes.

(e) It understands that the Co-Issuers, the Manager and the Servicer may receive a list of participants holding positions in the Series 2018-1 Senior Notes from one or more book-entry depositories.

(f) It understands that the Manager, the Co-Issuers and the Servicer may receive a list of Series 2018-1 Note Owners that have requested access to the Trustee's password-protected website or that have voluntarily registered as a Series 2018-1 Note Owner with the Trustee.

(g) It shall provide to each person to whom it transfers Series 2018-1 Senior Notes notices of any restrictions on transfer of such Series 2018-1 Senior Notes.

(h) It understands that (i) the Series 2018-1 Senior Notes are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, (ii) the Series 2018-1 Senior Notes have not been registered under the Securities Act, (iii) the Series 2018-1 Senior Notes may be offered, resold, pledged or otherwise transferred only (A) to the Master Issuer or an Affiliate of the Master Issuer, (B) in the United States to a Person who the seller reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A and that is not a Competitor, (C) outside the United States to a Person that is not a U.S. Person in a transaction meeting the requirements of Regulation S and that is not a Competitor or (D) to a Person that is not a Competitor in a transaction exempt from the registration requirements of the Securities Act and the applicable securities laws of any state of the United States and any other jurisdiction, in each such case in accordance with the Indenture and any applicable securities laws of any state of the United States and (iv) it shall, and each subsequent holder of a Series 2018-1 Senior Note is required to, notify any subsequent purchaser of a Series 2018-1 Senior Note of the resale restrictions set forth in clause (iii) above.

(i) It understands that the certificates evidencing the Series 2018-1 Global Notes will bear legends substantially similar to those set forth in Section 3.02(h) of this Series Supplement.

(j) It understands that the certificates evidencing the Regulation S Global Notes will bear legends substantially similar to those set forth in Section 3.02(i) of this Series Supplement.

(k) It understands that the certificates evidencing the Series 2018-1 Global Notes will bear legends substantially similar to those set forth in Section 3.02(j) of this Series Supplement.

(l) Either (i) it is not acquiring or holding the Series 2018-1 Senior Notes (or any interest therein) for or on behalf of, or with the assets of, any plan, account or other arrangement that is subject to Title I of ERISA, Section 4975 of the Code, entities whose underlying assets are considered to include "plan assets" of such plans, accounts and arrangements under DOL regulations, as modified by Section 3(42) of ERISA (collectively, "ERISA Plans") or with the assets or any plan, account or other arrangement that is subject to the provisions under any Similar Law, or (ii) its purchase and holding of the Series 2018-1 Senior Notes or any interest therein does not constitute and will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any applicable Similar Law.

(m) It understands that any subsequent transfer of the Series 2018-1 Senior Notes or any interest therein is subject to certain restrictions and conditions set forth in the Indenture and it agrees to be bound by, and not to resell, pledge or otherwise transfer the Series 2018-1 Senior Notes or any interest therein except in compliance with such restrictions and conditions and the Securities Act.

(n) It is not a Competitor.

(o) If it is an ERISA Plan or is purchasing or holding the Series 2018-1 Senior Notes on behalf of or with "plan assets" of any ERISA Plan, for so long as the DOL's Reg. Sections 29 C.F.R. 2510.3-21(a) and (c)(1) as promulgated on April 8, 2016 (81 Fed. Reg. 20,997) are in effect, (a) none of the Transaction Parties has acted as such ERISA Plan's fiduciary, or has been relied upon for any advice, with respect to such ERISA Plan's decision to acquire and hold the Series 2018-1 Senior Notes and none of the Transaction Parties will at any time be relied upon as such ERISA Plan's fiduciary with respect to any decision to acquire, continue to hold or transfer the Series 2018-1 Senior Notes and (b) the decision to acquire and hold the Series 2018-1 Senior Notes has been made by a duly authorized fiduciary who is independent of the Transaction Parties and who (i) is a (A) bank as defined in Section 202 of the Advisers Act or similar institution that is regulated and supervised and subject to periodic examination by a state or federal agency of the United States, (B) insurance carrier which is qualified under the laws of more than one state of the United States to perform the services of managing, acquiring or disposing of assets of such an ERISA Plan, (C) investment adviser registered under the Advisers Act or, if not registered an as investment adviser under the Advisers Act by reason of paragraph (1) of Section 203A of the Advisers Act, is registered as an investment adviser under the laws of the state (referred to in such paragraph (1)) in which it maintains its principal office and place of business, (D) broker-dealer registered under the Securities Exchange Act of 1934, as amended or (E) "independent fiduciary" within the meaning of US Code of Federal Regulations 29 C.F.R. Section 2510.3-21(c), as amended from time to time, that holds or has at least $50 million of assets under management or control and will at all times that such ERISA Plan holds the Series 2018-1 Senior Notes hold or have under management or control, total assets of at least $50 million, (ii) in the case of an ERISA Plan that is an IRA, is not the IRA owner, beneficiary of the IRA or relative of the IRA owner or beneficiary, (iii) is capable of evaluating investment risks independently, both in general and with regard to the prospective investment in the Series 2018-1 Senior Notes, (iv) is a fiduciary under ERISA or the Code, or both, with respect to the decision to acquire and hold the Series 2018-1 Senior Notes, (v) has exercised independent judgment in evaluating whether to invest the assets of such ERISA Plan in the Series 2018-1 Senior Notes, (vi) understands and has been fairly informed of the existence and the nature of the financial interests of the Transaction Parties in connection with such ERISA Plan's acquisition of the

Series 2018-1 Senior Notes, (vii) understands that the Transaction Parties are not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity to such ERISA Plan, in connection with such ERISA Plan's acquisition of the Series 2018-1 Senior Notes and (viii) confirms that no fee or other compensation will be paid directly to any of the Transaction Parties by such ERISA Plan, or any fiduciary, participant or beneficiary of such ERISA Plan, for the provision of investment advice (as opposed to other services) in connection with such ERISA Plan's acquisition of the Series 2018-1 Senior Notes (it being understood that the foregoing representations are intended to comply with the DOL's Reg. Sections 29 C.F.R. 2510.3-21(a) and (c)(1) as promulgated on April 8, 2016 (81 Fed. Reg. 20,997) and that if these regulations are revoked, repealed or no longer effective, these representations shall be deemed to be no longer in effect).

ARTICLE IV

GENERAL

Section 4.01 Information. On or before each Quarterly Payment Date, the Co-Issuers shall furnish, or cause to be furnished, a Quarterly Noteholders' Statement with respect to the Series 2018-1 Senior Notes to the Trustee, substantially in the form of Exhibit C hereto, setting forth, inter alia, the following information with respect to such Quarterly Payment Date:

(i) the total amount available to be distributed to each Subclass of Series 2018-1 Noteholders on such Quarterly Payment Date;

(ii) the amount of such distribution allocable to the payment of interest on each Subclass of the Series 2018-1 Senior Notes;

(iii) the amount of such distribution allocable to the payment of principal of each Subclass of the Series 2018-1 Senior Notes;

(iv) the amount of such distribution allocable to the payment of any Series 2018-1 Class A-2 Make-Whole Prepayment Premium, if any, on each Subclass of the Series 2018-1 Senior Notes;

(v) whether, to the Actual Knowledge of the Co-Issuers, any Potential Rapid Amortization Event, Rapid Amortization Event, Default, Event of Default, Potential Manager Termination Event or Manager Termination Event has occurred as of the related Accounting Date or any Cash Trapping Period is in effect, as of such Accounting Date;

(vi) the Quarterly DSCR for such Quarterly Payment Date and the three Quarterly Payment Dates immediately preceding such Quarterly Payment Date;

(vii) the number of Open Domino's Stores as of the last day of the preceding Quarterly Collection Period;

(viii) the amount of Global Retail Sales for the 13 Fiscal Periods ended on the last day of the immediately preceding Fiscal Period; and

(ix) the Series 2018-1 Available Senior Notes Interest Reserve Account Amount and the amount on deposit in the Cash Trap Reserve Account, if any, in each case, as of the close of business on the last Business Day of the preceding Quarterly Collection Period.

After the Co-Issuers furnish Same Store Sales Comparison Information for a Quarterly Collection Period to the SEC, the Co-Issuers shall furnish the Trustee with a revised Quarterly Noteholders' Statement with respect to the Series 2018-1 Senior Notes which includes Same Store Sales Comparison Information. In the event that the Co-Issuers at any time are not required to report Same Store Sales Comparison Information to the SEC, the Co-Issuers shall nonetheless provide revised Quarterly Noteholders' Statements containing Same Store Sales Comparison Information to the Trustee (and the Trustee shall make such Same Store Sales Comparison Information available in accordance with Section 4.04 of the Base Indenture) no later than the date that the Co-Issuers would have been required to furnish this information to the SEC had their obligations to provide this data not ceased.

Any Series 2018-1 Noteholder may obtain copies of each Quarterly Noteholders' Statement in accordance with the procedures set forth in Section 4.04 of the Base Indenture.

Section 4.02 Exhibits. The annexes, exhibits and schedules attached hereto and listed on the table of contents hereto supplement the annexes, exhibits and schedules included in the Base Indenture.

Section 4.03 Ratification of Base Indenture. As supplemented by this Series Supplement, the Base Indenture is in all respects ratified and confirmed and the Base Indenture as so supplemented by this Series Supplement shall be read, taken and construed as one and the same instrument.

Section 4.04 Certain Notices to the Rating Agencies. The Co-Issuers shall provide to each Rating Agency a copy of each Opinion of Counsel and Officer's Certificate delivered to the Trustee pursuant to this Series Supplement or any other Related Document.

Section 4.05 Prior Notice by Trustee to the Controlling Class Representative and Control Party. Subject to Section 10.1 of the Base Indenture, the Trustee agrees that it shall not exercise any rights or remedies available to it as a result of the occurrence of a Rapid Amortization Event or an Event of Default until after the Trustee has given prior written notice thereof to the Controlling Class Representative and the Control Party and obtained the direction of the Control Party (subject to Section 11.4(e) of the Base Indenture, at the direction of the Controlling Class Representative).

Section 4.06 Counterparts. This Series Supplement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument.

Section 4.07 Governing Law. THIS SERIES SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 4.08 Amendments. This Series Supplement may not be modified or amended except in accordance with the terms of the Base Indenture.

Section 4.09 Termination of Series Supplement. This Series Supplement shall cease to be of further effect when (i) all Outstanding Series 2018-1 Senior Notes theretofore authenticated and issued have been delivered (other than destroyed, lost, or stolen Series 2018-1 Senior Notes that have been replaced or paid) to the Trustee for cancellation and (ii) the Co-Issuers have paid all sums payable hereunder.

Section 4.10 Entire Agreement. This Series Supplement, together with the exhibits and schedules hereto and the other Indenture Documents, contains a final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all previous oral statements and other writings with respect thereto.

Section 4.11 **Fiscal Year End**. The Co-Issuers shall not change their fiscal year end from the Sunday on or nearest to December 31 to any other date.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Co-Issuers, the Trustee and the Series 2018-1 Securities Intermediary have caused this Series Supplement to be duly executed by its respective duly authorized officer as of the day and year first written above.

DOMINO'S PIZZA MASTER ISSUER LLC,
as Co-Issuer

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

DOMINO'S PIZZA DISTRIBUTION LLC,
as Co-Issuer

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

DOMINO'S IP HOLDER LLC,
as Co-Issuer

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

DOMINO'S SPV CANADIAN HOLDING COMPANY INC.,
as Co-Issuer

By: /s/ Adam J. Gacek
Name: Adam J. Gacek
Title: Secretary

CITIBANK, N.A., in its capacity as Trustee and
as Series 2018-1 Securities Intermediary

By: /s/ Jacqueline Suarez
Name: Jacqueline Suarez
Title: Senior Trust Officer

[Signature Page to 2018 Series Supplement]

SERIES 2018-1

SUPPLEMENTAL DEFINITIONS LIST

"Advisers Act" means the Investment Advisers Act of 1940, as amended.

"Cede" has the meaning set forth in Section 3.01(b) of the Series Supplement.

"Change in Law" means (a) any law, rule or regulation or any change therein or in the interpretation or application thereof (whether or not having the force of law), in each case, adopted, issued or occurring after the Series 2018-1 Closing Date or (b) any request, guideline or directive (whether or not having the force of law) from any government or political subdivision or agency, authority, bureau, central bank, commission, department or instrumentality thereof, or any court, tribunal, grand jury or arbitrator, or any accounting board or authority (whether or not a Governmental Authority) which is responsible for the establishment or interpretation of national or international accounting principles, in each case, whether foreign or domestic (each, an "Official Body") charged with the administration, interpretation or application thereof, or the compliance with any request or directive of any Official Body (whether or not having the force of law) made, issued or occurring after the Series 2018-1 Closing Date.

"Change in Management" means (i) more than 50% of DPL's Leadership Team is terminated and/or resigns within 24 months of a Trigger Event, (ii) the chief executive officer and the chief financial officer of Holdco are terminated and/or resign within 24 months of a Trigger Event or (iii) there are five or fewer Continuing Directors within 24 months of a Trigger Event; provided, with respect to clauses (i) and (ii), that termination of such officer shall not include (a) a change in such officer's status in the ordinary course of succession so long as such officer continues to be a member of DPL's Leadership Team and continues to be associated with Holdco, Intermediate Holdco or DPL or their subsidiaries as an officer or director, or in a similar capacity, (b) retirement of such officer or (c) death or incapacitation of such officer.

"Change of Control" means the occurrence of a Trigger Event other than (a) through purchases of securities on a public securities exchange that does not result in a Change in Management or (b) in connection with an acquisition by any person or group that does not result in a Change in Management and as to which the Control Party has provided its prior written consent.

"Continuing Director" means (i) an individual that was a member of the board of directors of Holdco immediately prior to a Trigger Event or (ii) an individual that becomes a member of the board of directors of Holdco after such Trigger Event whose nomination for election or election to the board of directors is recommended or approved by a majority of the Continuing Directors.

"Definitive Notes" has the meaning set forth in Section 3.01(d) of the Series Supplement.

"DOL" means the U.S. Department of Labor.

"DTC" means The Depository Trust Company, and any successor thereto.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Plans" has the meaning set forth in Section 3.03(l) of the Series Supplement.

"Fitch" means Fitch, Inc., doing business as Fitch Ratings, or any successor thereto.

"Hague Securities Convention" means the Hague Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary, concluded 5 July 2006.

“Initial Purchasers” means, collectively, Guggenheim Securities, LLC, Goldman Sachs & Co. LLC and Rabo Securities USA, Inc.

“Leadership Team” means the President and Chief Executive Officer, Executive Vice President and Chief Financial Officer, President of Domino’s International, Executive Vice President of Supply Chain Services, Executive Vice President of Team U.S.A., Executive Vice President of Franchise Operations and Development, Executive Vice President of Communication, Investor Relations and Legislative Affairs, Executive Vice President and General Counsel, Executive Vice President and Chief Information Officer, President of Domino’s USA, and Executive Vice President and Chief People Officer of Holdco or any other position that contains substantially the same responsibilities as any of the positions listed above or reports to the President and Chief Executive Officer.

“Make-Whole End Date” has the meaning set forth in Section 2.05(e) of the Series Supplement.

“Offering Memorandum” means the Offering Memorandum, dated April 18, 2018, for the offering of the Series 2018-1 Class A-2-I Notes and the Series 2018-1 Class A-2-II Notes, prepared by the Co-Issuers.

“Official Body” has the meaning set forth in the definition of “Change in Law.”

“Outstanding Series 2018-1 Senior Notes” means with respect to the Series 2018-1 Class A-2-I Notes and the Series 2018-1 Class A-2-II Notes, all such Notes theretofore authenticated and delivered under the Base Indenture, except (a) Series 2018-1 Class A-2-I Notes and Series 2018-1 Class A-2-II Notes theretofore cancelled or delivered to the Registrar for cancellation, (b) Series 2018-1 Class A-2-I Notes and Series 2018-1 Class A-2-II Notes that have not been presented for payment but funds for the payment in full of which are on deposit in the Series 2018-1 Distribution Account and are available for payment of such Series 2018-1 Class A-2-I Notes and Series 2018-1 Class A-2-II Notes, (c) Series 2018-1 Class A-2-I Notes and Series 2018-1 Class A-2-II Notes that have been defeased in accordance with Section 12.1 of the Base Indenture, and (d) Series 2018-1 Class A-2-I Notes and Series 2018-1 Class A-2-II Notes in exchange for or in lieu of other Series 2018-1 Class A-2-I Notes and Series 2018-1 Class A-2-II Notes that have been authenticated and delivered pursuant to the Base Indenture unless proof satisfactory to the Trustee is presented that any such Series 2018-1 Class A-2-I Notes and Series 2018-1 Class A-2-II Notes are held by a purchaser for value.

“Prepayment Notice” has the meaning set forth in Section 2.05(g) of the Series Supplement.

“Prepayment Record Date” means, with respect to the date of any Series 2018-1 Prepayment, the last day of the calendar month immediately preceding the date of such Series 2018-1 Prepayment unless such last day is less than ten (10) Business Days prior to the date of such Series 2018-1 Prepayment, in which case the “Prepayment Record Date” will be the last day of the second calendar month immediately preceding the date of such Series 2018-1 Prepayment.

“Pricing Disclosure Package” has the meaning set forth in the Series 2018-1 Note Purchase Agreement.

“Qualified Institutional Buyer” or “QIB” means a Person who is a “qualified institutional buyer” as defined in Rule 144A.

“Rating Agency” means, with respect to each Subclass of Series 2018-1 Senior Notes, S&P Global Ratings and any other nationally recognized rating agency then rating any such Subclass of Series 2018-1 Senior Notes at the request of the Co-Issuers.

“Rating Agency Condition” means, with respect to the Series 2018-1 Senior Notes and any event or action to be taken or proposed to be taken requiring satisfaction of the Rating Agency Condition in the

Indenture or in any other Related Document, including the issuance of additional Series of Notes, a condition that is satisfied if the Manager has notified the Co-Issuers, the Servicer and the Trustee in writing that the Manager has provided each Rating Agency and the Servicer with a written notification setting forth in reasonable detail such event or action and has actively solicited (by written request and by request via email and telephone) a Rating Agency Confirmation from each Rating Agency, and each Rating Agency has either provided the Manager with a Rating Agency Confirmation with respect to such event or action or informed the Manager that it declines to review such event or action; provided that:

(i) except in connection with the issuance of Additional Notes, as to which the conditions of clause (ii)(c) below will apply in all cases, the Rating Agency Condition in respect of any Rating Agency will be required to be satisfied in connection with any such event or action only if the Manager determines in its sole discretion that the policies of such Rating Agency permit it to deliver such Rating Agency Confirmation;

(ii) the Rating Agency Condition will not be required to be satisfied in respect of any Rating Agency if the Manager provides an Officer's Certificate (along with copies of all written requests for such Rating Agency Confirmation and copies of all related email correspondence) to the Co-Issuers, the Servicer and the Trustee certifying that:

(a) the Manager has not received any response from such Rating Agency after the Manager has repeated such active solicitation (by request via telephone and by email) on or about the tenth Business Day and the fifteenth Business Day following the date of delivery of the initial solicitation;

(b) the Manager has no reason to believe that such event or action would result in such Rating Agency withdrawing its credit ratings on the Series 2018-1 Senior Notes or assigning credit ratings on the Series 2018-1 Senior Notes below the lower of (1) the then-current credit ratings on the Series 2018-1 Senior Notes or (2) the initial credit ratings assigned to such Series 2018-1 Senior Notes by such Rating Agency (without negative implications); and

(c) solely in connection with any issuance of Additional Notes, either:

(1) at least one Rating Agency has provided a Rating Agency Confirmation; or

(2) each Rating Agency has rated any Additional Notes that are Senior Notes no lower than the lower of (x) the then-current credit rating assigned to the Series 2018-1 Senior Notes by such Rating Agency or (y) the initial credit rating assigned by such Rating Agency (without negative implications) to the Series 2018-1 Senior Notes, or, if the Series 2018-1 Senior Notes do not rank on the same priority as such Additional Notes, the Control Party will have provided its written consent to the issuance of such Additional Notes; or

(3) none of the Additional Notes are Senior Notes.

"Rating Agency Confirmation" means, with respect to the Series 2018-1 Senior Notes, a confirmation from a Rating Agency that a proposed event or action will not result in (i) a withdrawal of its credit ratings on the Series 2018-1 Senior Notes or (ii) the assignment of credit ratings on the Series 2018-1 Senior Notes below the lower of (x) the then-current credit rating assigned to the Series 2018-1 Senior Notes by such Rating Agency or (y) the initial credit ratings assigned to such Series 2018-1 Senior Notes by such Rating Agency (without negative implications); provided, however, that solely in connection with an issuance of Additional Notes, a Rating Agency Confirmation of S&P Global Ratings will be required for each Series of Notes then rated by S&P Global Ratings at the time of such issuance of Additional Notes.

“Regulation S” means Regulation S promulgated under the Securities Act.

“Regulation S Global Notes” has the meaning set forth in Section 3.01(c) of the Series Supplement.

“Restricted Global Notes” has the meaning set forth in Section 3.01(b) of the Series Supplement.

“Restricted Period” means, with respect to any Series 2018-1 Class A-2-I Notes and Series 2018-1 Class A-2-II Notes sold pursuant to Regulation S, the period commencing on such Series 2018-1 Closing Date and ending on the 40th day after the Series 2018-1 Closing Date.

“Rule 144A” means Rule 144A promulgated under the Securities Act.

“Same Store Sales Comparison Information” means, with respect to any Quarterly Collection Period, a comparison of (a) the sum of Gross Sales for each Open Domino’s Store for each day of such Quarterly Collection Period where such Open Domino’s Store had Gross Sales (i) on such day and (ii) for the corresponding day in the prior fiscal year of the Co-Issuers with (b) the sum of Gross Sales for each Open Domino’s Store for each day of the prior fiscal year of the Co-Issuers where such Open Domino’s Store had Gross Sales (i) on such day and (ii) for the corresponding day of the current fiscal year of the Co-Issuers.

“Series 2018-1 Anticipated Repayment Date” has the meaning set forth in Section 2.05(b) of the Series Supplement.

“Series 2018-1 Available Senior Notes Interest Reserve Account Amount” means, when used with respect to any date, the sum of (a) the amount on deposit in the Senior Notes Interest Reserve Account pursuant to Section 2.02(b) of the Series Supplement after giving effect to any withdrawals therefrom on such date with respect to the Series 2018-1 Senior Notes pursuant to Section 5.12 of the Base Indenture and (b) the undrawn face amount of any Interest Reserve Letters of Credit issued for the benefit of the Trustee for the benefit of the Senior Noteholders outstanding on such date after giving effect to any draws thereon on such date with respect to the Series 2018-1 Senior Notes pursuant to Section 5.12 of the Base Indenture.

“Series 2018-1 Class A-2-I Initial Principal Amount” means the aggregate initial outstanding principal amount of the Series 2018-1 Class A-2-I Notes, which is $425,000,000.

“Series 2018-1 Class A-2-II Initial Principal Amount” means the aggregate initial outstanding principal amount of the Series 2018-1 Class A-2-II Notes, which is $400,000,000.

“Series 2018-1 Class A-2 Make-Whole Prepayment Premium” means, with respect to any Series 2018-1 Prepayment Amount in respect of the applicable Subclass of the Series 2018-1 Senior Notes on which any prepayment premium is due, an amount (not less than zero) equal to (A) except as otherwise provided in clause (B) below with respect to the Series 2018-1 Class A-2-II Notes and the period referenced therein, (i) the discounted present value as of the relevant Series 2018-1 Make-Whole Premium Calculation Date for such Subclass of all future installments of interest and principal to be made on such Subclass (or such portion thereof to be prepaid), from the applicable Series 2018-1 Prepayment Date to and including the applicable Make-Whole End Date, assuming all Series 2018-1 Class A-2 Scheduled Principal Payments are made pursuant to the then-applicable schedule of payments (giving effect to any ratable reductions in the Series 2018-1 Class A-2 Scheduled Principal Payments due to optional and mandatory prepayments, including prepayments in connection with a Rapid Amortization Event, and cancellations of repurchased Notes prior to the date of such prepayment and assuming the Series 2018-1 Notes Scheduled Principal Payments (or ratable amounts thereof based on the principal of such Subclass (or portion thereof) being prepaid) are to be made on each Quarterly Payment Date prior to such Make-Whole End Date and the entire remaining unpaid principal amount of such Subclass of Series 2018-1

Senior Notes or a portion thereof is paid on the applicable Make-Whole End Date for such Subclass minus (ii) the Outstanding Principal Amount of the Series 2018-1 Senior Notes of such Subclass (or portion thereof) being prepaid; and (B) solely with respect to the Series 2018-1 Class A-2-II Notes, if all Outstanding Notes will be prepaid (including by refinancing) in full, on any day from and including the Quarterly Payment Date in July 2021 to and including the Quarterly Payment Date in July 2022, then the Series 2018-1 Class A-2 Make Whole Prepayment Premium will be equal to (x) 101% of the Outstanding Principal Amount of the Series 2018-1 Class A-2-II Notes minus (y) the Outstanding Principal Amount of the Series 2018-1 Class A-2-II Notes.

For the purposes of the calculation of the discounted present value in clause (A)(i) above, such present value shall be determined by the Manager, on behalf of the Master Issuer, using a discount rate equal to the sum of: (x) the yield to maturity (adjusted to a quarterly bond- equivalent basis), on the Series 2018-1 Make-Whole Premium Calculation Date for such Subclass, of the United States Treasury Security having a maturity closest to the Make-Whole End Date for such Subclass plus (y) 0.50%. For purposes of the Base Indenture, "Series 2018-1 Class A-2 Make-Whole Prepayment Premium" shall be deemed to be a "Prepayment Premium," and shall be deemed to be "unpaid premiums and make-whole prepayment premiums" for purposes of the Priority of Payments.

"Series 2018-1 Class A-2-I Notes" has the meaning specified in "Designation" of the Series Supplement.

"Series 2018-1 Class A-2-II Notes" has the meaning specified in "Designation" of the Series Supplement.

"Series 2018-1 Class A-2 Post-ARD Contingent Interest" has the meaning set forth in Section 2.04(b)(i) of the Series Supplement. For purposes of the Base Indenture, Series 2018-1 Class A-2 Post-ARD Contingent Interest shall be deemed to be "Senior Notes Quarterly Post-ARD Contingent Interest."

"Series 2018-1 Class A-2 Post-ARD Contingent Interest Rate" has the meaning set forth in Section 2.04(b)(i) of the Series Supplement.

"Series 2018-1 Class A-2 Quarterly Interest" means, with respect to each Subclass and any Interest Period for the Series 2018-1 Senior Notes, an amount equal to the sum of (a) the accrued interest at the applicable Series 2018-1 Note Rate on such Subclass' Outstanding Principal Amount (on the first day of such Interest Period after giving effect to all payments of principal made to holders of such Subclass of the Series 2018-1 Senior Notes on such day and also giving effect to repurchases and cancellations of such Series 2018-1 Senior Notes during such Interest Period), calculated based on a 360-day year consisting of twelve 30-day months and (b) the amount of any Senior Notes Interest Shortfall Amount with respect to such Subclass (as determined pursuant to Section 5.12(b) of the Base Indenture), for the immediately preceding Interest Period together with Additional Senior Notes Interest Shortfall Interest (as determined pursuant to Section 5.12(b) of the Base Indenture) on such Senior Notes Interest Shortfall Amount. For purposes of the Base Indenture, "Series 2018-1 Class A-2 Quarterly Interest" shall be deemed to be "Senior Notes Quarterly Interest."

"Series 2018-1 Class A-2 Scheduled Principal Deficiency Amount" means the amount, if positive, equal to the difference between (i) the Series 2018-1 Class A-2 Scheduled Principal Payments Amount for any Quarterly Payment Date plus any Series 2018-1 Class A-2 Scheduled Principal Payments Amounts due but unpaid from any previous Quarterly Payment Dates and (ii) the amount of funds on deposit in the Senior Notes Principal Payments Account with respect to the Series 2018-1 Senior Notes.

"Series 2018-1 Class A-2 Scheduled Principal Payment" means any payment of principal with respect to each Subclass of Series 2018-1 Senior Notes made pursuant to Section 2.02(d) of the Series Supplement. For purposes of the Base Indenture, the "Series 2018-1 Class A-2 Scheduled Principal Payments" shall be deemed to be "Scheduled Principal Payments."

"Series 2018-1 Class A-2 Scheduled Principal Payments Amount" means, with respect to any Quarterly Payment Date and a Subclass, an amount based on a 1.00% scheduled annual amortization, equal to 0.25% of the initial outstanding principal amount of such Subclass. In connection with any optional prepayment of principal of a Subclass of Series 2018-1 Senior Notes, any Indemnification Payment or Real Estate Dispositions applied to reduce the principal of a Subclass of Series 2018-1 Senior Notes or any repurchase and cancellation of a Subclass of Notes, the Series 2018-1 Class A-2 Scheduled Principal Payments Amount for each remaining Quarterly Payment Date for such Subclass will be reduced ratably based on the amount of such prepayment or repurchase allocated to such Subclass relative to the Outstanding Principal Amount of such Subclass immediately prior to such prepayment or repurchase.

"Series 2018-1 Closing Date" means April 24, 2018.

"Series 2018-1 Default Rate" means, with respect to a Subclass, the Series 2018-1 Note Rate for such Subclass. For purposes of the Base Indenture, the "Series 2018-1 Default Rate" shall be deemed to be the "Default Rate."

"Series 2018-1 Distribution Account" has the meaning set forth in Section 2.06(a) of the Series Supplement.

"Series 2018-1 Distribution Account Collateral" has the meaning set forth in Section 2.06(d) of the Series Supplement.

"Series 2018-1 Final Payment" means, with respect to a Subclass, the payment of all accrued and unpaid interest on and principal of all Outstanding Series 2018-1 Senior Notes of such Subclass.

"Series 2018-1 Final Payment Date" means, with respect to a Subclass, the date on which the Series 2018-1 Final Payment for such Subclass is made.

"Series 2018-1 Global Notes" means, collectively, the Regulation S Global Notes, the Unrestricted Global Notes and the Restricted Global Notes.

"Series 2018-1 Ineligible Account" has the meaning set forth in Section 2.09 of the Series Supplement.

"Series 2018-1 Interest Reserve Release Amount" means, as of any Accounting Date, the excess, if any, of (i) the Series 2018-1 Available Senior Notes Interest Reserve Account Amount over (ii) the Series 2018-1 Notes Interest Reserve Amount required to be on deposit on the immediately following Quarterly Payment Date.

"Series 2018-1 Interest Reserve Release Event" means (i) the Manager provides a certification to the Trustee on or before the Accounting Date that the Series 2018-1 Available Senior Notes Interest Reserve Account Amount will exceed the Series 2018-1 Notes Interest Reserve Amount required to be on deposit on the immediately following Quarterly Payment Date or (ii) any reduction in the Series 2018-1 Outstanding Principal Amount. The provision of the Quarterly Noteholders' Statement by the Manager shall be deemed to satisfy clause (i) of this definition. For purposes of the Base Indenture, the "Series 2018-1 Interest Reserve Release Event" shall be deemed to be an "Interest Reserve Release Event."

"Series 2018-1 Legal Final Maturity Date" means the Quarterly Payment Date in July 2048. For purposes of the Base Indenture, the "Series 2018-1 Legal Final Maturity Date" shall be deemed to be a "Series Legal Final Maturity Date."

"Series 2018-1 Make-Whole Premium Calculation Date" has the meaning set forth in Section 2.05(g) of the Series Supplement.

"Series 2018-1 Noteholder" means, the Person in whose name a Series 2018-1 Senior Note is registered in the Note Register.

"Series 2018-1 Note Owner" means, with respect to a Series 2018-1 Senior Note that is a Book-Entry Note, the Person who is the beneficial owner of such Book-Entry Note, as reflected on the books of the Clearing Agency that holds such Book-Entry Note, or on the books of a Person maintaining an account with such Clearing Agency (directly or as an indirect participant, in accordance with the rules of such Clearing Agency).

"Series 2018-1 Note Purchase Agreement" means the Purchase Agreement, dated April 18, 2018, by and among the Initial Purchasers, the Co-Issuers, the Guarantors, the Manager, Holdco and Intermediate Holdco, as amended, supplemented or otherwise modified from time to time, relating to the Series 2018-1 Class A-2-I Notes and the Series 2018-1 Class A-2-II Notes.

"Series 2018-1 Note Rate" means, (a) with respect to the Series 2018-1 Class A-2-I Notes, a fixed rate of 4.116% per annum and (b) with respect to the Series 2018-1 Class A-2-II Notes, a fixed rate of 4.328% per annum.

"Series 2018-1 Notes Interest Reserve Account Deficiency" means, when used with respect to any date, that on such date the Series 2018-1 Notes Interest Reserve Amount exceeds the Series 2018-1 Available Senior Notes Interest Reserve Account Amount.

"Series 2018-1 Notes Interest Reserve Account Deficit Amount" means, on any Weekly Allocation Date with respect to a Quarterly Collection Period, the amount, if any, by which (a) the Series 2018-1 Notes Interest Reserve Amount exceeds (b) the Series 2018-1 Available Senior Notes Interest Reserve Account Amount on such date; provided, however, with respect to any Weekly Allocation Date that occurs during the Quarterly Collection Period immediately preceding the Series 2018-1 Final Payment Date or the Series 2018-1 Legal Final Maturity Date, the Series 2018-1 Notes Interest Reserve Account Deficit Amount shall be zero.

"Series 2018-1 Notes Interest Reserve Amount" means, for any Weekly Allocation Date with respect to a Quarterly Collection Period, the amount equal to (i) the sum, for each Subclass of Series 2018-1 Senior Notes, of the Outstanding Principal Amount of such Subclass as of the immediately preceding Quarterly Payment Date (after giving effect to any principal payments on such date) multiplied by the applicable Series 2018-1 Note Rate for such Subclass, and divided by (ii) four.

"Series 2018-1 Outstanding Principal Amount" means, with respect to each Subclass, when used with respect to any date, an amount equal to (a) the Initial Principal Amount of such Subclass, minus (b) the aggregate amount of principal payments (whether pursuant to Series 2018-1 Class A-2 Scheduled Principal Payment, a prepayment, a purchase and cancellation, a redemption or otherwise) made to the Series 2018-1 Noteholders with respect to such Subclass on or prior to such date. For purposes of the Base Indenture, the "Series 2018-1 Outstanding Principal Amount" shall be deemed to be an "Outstanding Principal Amount."

"Series 2018-1 Prepayment" has the meaning set forth in Section 2.05(e) of the Series Supplement.

"Series 2018-1 Prepayment Amount" has the meaning set forth in Section 2.05(g) of the Series Supplement.

"Series 2018-1 Prepayment Date" means the date on which any prepayment on the Series 2018-1 Senior Notes is made pursuant to Section 2.05(d)(i), Section 2.05(d)(ii), Section 2.05(f) or Section 2.05(i) of the Series Supplement, which shall be, with respect to any Series 2018-1 Prepayment pursuant to Section 2.05(f) of the Series Supplement, the date specified as such in the applicable Prepayment Notice and, with respect to any Series 2018-1 Prepayment in connection with a Rapid Amortization Period or Real Estate Disposition Proceeds, the immediately succeeding Quarterly Payment Date.

"Series 2018-1 Securities Intermediary" has the meaning set forth in Section 2.07(a) of the Series Supplement.

"Series 2018-1 Senior Notes" means, collectively, the Series 2018-1 Class A-2-I Notes and the Series 2018-1 Class A-2-II Notes.

"Series 2018-1 Supplemental Definitions List" has the meaning set forth in Article I of the Series Supplement.

"Series Non-Amortization Test" means, with respect to the Series 2018-1 Senior Notes, a test that will be satisfied on any Quarterly Payment Date if (i) the Holdco Leverage Ratio is less than or equal to 5.0x as of the Accounting Date preceding such Quarterly Payment Date and (ii) no Rapid Amortization Event has occurred and is continuing.

"Series Supplement" has the meaning set forth in the first paragraph.

"Similar Law" means any federal, state, local, non-U.S. or other laws or regulations governing investments by plans, accounts and arrangements not subject to the fiduciary responsibility provisions of ERISA or the provisions of Section 4975 of the Code (including governmental plans, certain church plans and non-U.S. plans), and the conduct of the fiduciaries of such plans, accounts and arrangements.

"Specified Rating Agencies" means any of S&P Global Ratings, Moody's or Fitch, as applicable.

"Transaction Party" means any of the Co-Issuers, a Guarantor or an Initial Purchaser.

"Trigger Event" means an event or series of events by which (1) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan; provided that such person does not have the right to direct the voting of securities included in such employee benefit plan) acquires ownership or control, either directly or indirectly, of more than 35% of the Equity Interests of the Master Issuer or an amount of Equity Interests of the Master Issuer that entitles such "person" or "group" to exercise more than 35% of the voting power in the Equity Interests of the Master Issuer (including by reason of a change in the ownership of the Equity Interests in, or voting power of, Holdco, Intermediate Holdco, DPL or the SPV Guarantor).

"Unrestricted Global Notes" has the meaning set forth in Section 3.01(c) of the Series Supplement.

"U.S. Person" has the meaning set forth in Section 3.01(a) of the Series Supplement.

EXHIBIT A-1

THE ISSUANCE AND SALE OF THIS RESTRICTED GLOBAL SERIES 2018-1 CLASS A-2-I NOTE (THIS "NOTE") HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER RELEVANT JURISDICTION, AND NONE OF DOMINO'S PIZZA MASTER ISSUER LLC, DOMINO'S PIZZA DISTRIBUTION LLC, DOMINO'S IP HOLDER LLC AND DOMINO'S SPV CANADIAN HOLDING COMPANY INC. (THE "CO-ISSUERS") HAS BEEN REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"). THIS NOTE OR ANY INTEREST HEREIN MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO DOMINO'S PIZZA MASTER ISSUER LLC OR AN AFFILIATE THEREOF, (B) IN THE UNITED STATES, TO EITHER AN INITIAL PURCHASER OR A SUBSEQUENT TRANSFEREE THAT IS NOT A COMPETITOR AND IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH SUCH INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE EXERCISES SOLE INVESTMENT DISCRETION OR (C) OUTSIDE THE UNITED STATES, TO AN INITIAL PURCHASER OR A SUBSEQUENT TRANSFEREE THAT IS NEITHER A COMPETITOR NOR A "U.S. PERSON" AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S") ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH SUCH INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE EXERCISES SOLE INVESTMENT DISCRETION, AND NONE OF WHICH ARE A U.S. PERSON, IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S, AND, IN EACH CASE, IN COMPLIANCE WITH THE CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE INDENTURE REFERRED TO HEREIN AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER RELEVANT JURISDICTION.

BY ITS ACQUISITION OR ACCEPTANCE HEREOF, THE HOLDER (IF NOT THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER) REPRESENTS THAT (A) IT IS NOT A COMPETITOR AND IS EITHER (X) A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH IT EXERCISES SOLE INVESTMENT DISCRETION EACH OF WHICH IS A QUALIFIED INSTITUTIONAL BUYER OR (Y) NOT A "U.S. PERSON" AS DEFINED IN REGULATION S, ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH IT EXERCISES SOLE INVESTMENT DISCRETION EACH OF WHICH IS NOT A "U.S. PERSON," IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S, (B) IT AND EACH ACCOUNT FOR WHICH IT IS PURCHASING WILL HOLD AND TRANSFER AT LEAST THE MINIMUM DENOMINATION OF NOTES, (C) IT UNDERSTANDS THAT THE CO-ISSUERS MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN THEIR NOTES FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES, (D) IT WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREES.

EACH INITIAL PURCHASER AND EACH SUBSEQUENT TRANSFEREE (IF NOT THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER) TAKING DELIVERY OF THIS NOTE OR AN INTEREST IN THIS NOTE WILL BE DEEMED TO HAVE MADE THE APPLICABLE REPRESENTATIONS AND AGREEMENTS REFERRED TO IN THE INDENTURE. EACH INITIAL PURCHASER AND EACH SUBSEQUENT TRANSFEREE TAKING DELIVERY OF THIS NOTE OR AN INTEREST IN THIS NOTE IN THE FORM OF AN INTEREST IN A REGULATION S GLOBAL NOTE OR AN UNRESTRICTED GLOBAL NOTE WILL BE REQUIRED TO DELIVER A TRANSFER CERTIFICATE IN THE FORM REQUIRED BY THE INDENTURE AND WILL BE REQUIRED TO MAKE THE APPLICABLE REPRESENTATIONS AND AGREEMENTS REFERRED TO IN THE INDENTURE.

ANY TRANSFER OF THIS NOTE IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT AND WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE CO-ISSUERS, THE TRUSTEE OR ANY INTERMEDIARY.

IF THIS NOTE WAS ACQUIRED IN THE UNITED STATES, AND THE HOLDER IS DETERMINED TO BE (I) A COMPETITOR OR (II) NOT TO HAVE BEEN A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF ACQUISITION OF THIS NOTE, THE CO-ISSUERS HAVE THE RIGHT TO REQUIRE SUCH HOLDER TO SELL THIS NOTE TO A PURCHASER THAT IS (I) NOT A COMPETITOR AND (II) A QUALIFIED INSTITUTIONAL BUYER. THE CO-ISSUERS ALSO HAVE THE RIGHT TO REFUSE TO HONOR A TRANSFER TO A TRANSFEREE TAKING DELIVERY IN THE FORM OF AN INTEREST IN A RULE 144A GLOBAL NOTE THAT IS DETERMINED TO HAVE BEEN A COMPETITOR OR NOT TO HAVE BEEN A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF THE TRANSFER.

IF THIS NOTE WAS ACQUIRED OUTSIDE THE UNITED STATES, AND THE HOLDER IS DETERMINED TO BE (I) A COMPETITOR OR (II) A “U.S. PERSON” THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF ACQUISITION OF THIS NOTE, THE CO-ISSUERS HAVE THE RIGHT TO REQUIRE SUCH HOLDER TO SELL THIS NOTE TO A PURCHASER THAT IS (I) NOT A COMPETITOR AND (II) EITHER IS A QUALIFIED INSTITUTIONAL BUYER OR NOT A “U.S. PERSON” IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S. THE CO-ISSUERS ALSO HAVE THE RIGHT TO REFUSE TO HONOR A TRANSFER TO A TRANSFEREE TAKING DELIVERY IN THE FORM OF AN INTEREST IN A REGULATION GLOBAL NOTE THAT IS DETERMINED TO HAVE BEEN A COMPETITOR OR A “U.S. PERSON.”

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY (“DTC”), A NEW YORK CORPORATION, 55 WATER STREET, NEW YORK, NEW YORK 10004, OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN DTC OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE CO-ISSUERS OR THE REGISTRAR, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE THE REGISTERED OWNER, CEDE & CO., HAS AN INTEREST HEREIN.

THE PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE TRUSTEE.

FORM OF RESTRICTED GLOBAL SERIES 2018-1 CLASS A-2-I NOTE

No. R- up to $[____]

SEE REVERSE FOR CERTAIN CONDITIONS

CUSIP Number: 25755T AJ9
ISIN Number: US25755TAJ97
Common Code: 181454580

DOMINO'S PIZZA MASTER ISSUER LLC,
DOMINO'S SPV CANADIAN HOLDING COMPANY INC.,
DOMINO'S PIZZA DISTRIBUTION LLC and
DOMINO'S IP HOLDER LLC

SERIES 2018-1 4.116% FIXED RATE SENIOR SECURED NOTES, CLASS A-2-I

DOMINO'S PIZZA MASTER ISSUER LLC, a limited liability company formed under the laws of the State of Delaware, DOMINO'S SPV CANADIAN HOLDING COMPANY INC., a corporation incorporated under the laws of the State of Delaware, DOMINO'S PIZZA DISTRIBUTION LLC, a limited liability company formed under the laws of the State of Delaware, and DOMINO'S IP HOLDER LLC, a limited liability company formed under the laws of the State of Delaware (herein referred to, collectively, as the "Co-Issuers"), for value received, hereby promise to pay to CEDE & CO. or registered assigns, up to the principal sum of [____] DOLLARS ($[____]) as provided below and in the Indenture referred to herein. Payments of principal shall be payable in the amounts and at the times set forth in the Indenture described herein; provided, however, that the entire unpaid principal amount of this Note shall be due on July 25, 2048 (the "Series 2018-1 Legal Final Maturity Date"). The Co-Issuers will pay interest on this Restricted Global Series 2018-1 Class A-2-I Note (this "Note") at the applicable Series 2018-1 Note Rate for each Interest Period in accordance with the terms of the Indenture. Such interest will be payable in arrears on each Quarterly Payment Date, which will be on the 25th day (or, if such 25th day is not a Business Day, the next succeeding Business Day) of each January, April, July and October, commencing July 25, 2018 (each, a "Quarterly Payment Date"). Such interest will accrue for each Quarterly Payment Date with respect to (i) initially, the period from and including April 24, 2018 to but excluding the first Quarterly Payment Date and (ii) thereafter, the period from and including a Quarterly Payment Date to but excluding the following Quarterly Payment Date (each, an "Interest Period"). Interest with respect to the Notes (and interest on any defaulted payments of interest or principal) will be computed on the basis of a 360-day year consisting of twelve 30-day months. In addition, under the circumstances set forth in the Indenture, the Co-Issuers shall also pay contingent interest on this Note at the Series 2018-1 Class A-2 Post-ARD Contingent Interest Rate, and such contingent interest shall be computed and shall be payable in the amounts and at the times set forth in the Indenture.

The principal of and interest on this Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Co-Issuers with respect to this Note shall be applied as provided in the Indenture.

This Note is subject to mandatory and optional prepayment as set forth in the Indenture.

Interests in this Note are exchangeable or transferable in whole or in part for interests in a Regulation S Global Note or an Unrestricted Global Note; provided that such transfer or exchange complies with the applicable provisions of the Indenture relating to the transfer of the Notes. Interests in this Note in certain circumstances may also be exchangeable or transferable in whole but not in part for duly executed and issued registered Definitive Notes; provided that such transfer or exchange complies with Section 3.01(d) and Section 3.02 of the Series 2018-1 Supplement, as applicable.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note. Although a summary of certain provisions of the Indenture is set forth below and on the reverse hereof and made a part hereof, this Note does not purport to summarize the Indenture and reference is made to the Indenture for information with respect to the interests, rights, benefits, obligations, proceeds and duties evidenced hereby and the rights, duties and obligations of the Co-Issuers and the Trustee. A copy of the Indenture may be requested from the Trustee by writing to the Trustee at: Citibank, N.A., 388 Greenwich Street, New York, NY 10013, Attention: Agency & Trust — Domino's Pizza Master Issuer LLC. To the extent not defined herein, the capitalized terms used herein have the meanings ascribed to them in the Indenture.

Subject to the next following paragraph, the Co-Issuers hereby certify and declare that all acts, conditions and things required to be done and performed and to have happened prior to the creation of this Note and to constitute it as the valid obligation of the Co-Issuers enforceable in accordance with its terms, have been done and performed and have happened in due compliance with all applicable laws and in accordance with the terms of the Indenture.

Unless the certificate of authentication hereon has been executed by the Trustee whose name appears below by manual signature, this Note shall not be entitled to any benefit under the Indenture referred to on the reverse hereof, or be valid or obligatory for any purpose.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the Co-Issuers has caused this instrument to be signed, manually or in facsimile, by its Authorized Officer.

Date: ___________

DOMINO’S PIZZA MASTER ISSUER LLC,
as Co-Issuer

____
By:
Name:
Title:

DOMINO’S SPV CANADIAN HOLDING COMPANY INC.,
as Co-Issuer

____
By:
Name:
Title:

DOMINO’S PIZZA DISTRIBUTION LLC,
as Co-Issuer

____
By:
Name:
Title:

DOMINO’S IP HOLDER LLC,
as Co-Issuer

____
By:
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2018-1 Class A-2-I Notes issued under the within-mentioned Indenture.

CITIBANK, N.A.,
as Trustee

____
By:
Authorized Signatory

[REVERSE OF NOTE]

This Note is one of a duly authorized issue of Series 2018-1 Class A-2-I Notes of the Co-Issuers designated as their $425,000,000 Series 2018-1 4.116% Fixed Rate Senior Secured Notes, Class A-2-I (herein called the "Series 2018-1 Class A-2-I Notes"), all issued under (i) the Amended and Restated Base Indenture, dated as of March 15, 2012 (such Amended and Restated Base Indenture, as amended, supplemented or modified, is herein called the "Base Indenture"), among the Co-Issuers and Citibank, N.A., as trustee (the "Trustee", which term includes any successor Trustee under the Base Indenture) and as securities intermediary, and (ii) a Series 2018-1 Supplement to the Base Indenture, dated as of April 24, 2018 (the "Series 2018-1 Supplement"), among the Co-Issuers, the Trustee and Citibank, N.A., as Series 2018-1 Securities Intermediary and calculation agent. The Base Indenture and the Series 2018-1 Supplement are referred to herein as the "Indenture". The Series 2018-1 Class A-2-I Notes are subject to all terms of the Indenture. All terms used in this Note that are defined in the Indenture, as supplemented, modified or amended, shall have the meanings assigned to them in or pursuant to the Indenture, as so supplemented, modified or amended.

The Series 2018-1 Class A-2-I Notes are and will be secured by the Collateral pledged as security therefor as provided in the Indenture.

The Notes will be issued in minimum denominations of $50,000 and integral multiples of $1,000 in excess thereof.

As provided for in the Indenture, the Series 2018-1 Class A-2-I Notes may be prepaid, in whole or in part, at the option of the Co-Issuers. In addition, the Series 2018-1 Class A-2-I Notes are subject to mandatory prepayment as provided for in the Indenture. In certain circumstances, the Co-Issuers will be obligated to pay the Series 2018-1 Class A-2 Make-Whole Prepayment Premium in connection with a mandatory or optional prepayment of the Series 2018-1 Class A-2-I Notes as described in the Indenture. As described above, the entire unpaid principal amount of this Note shall be due and payable on the Series 2018-1 Legal Final Maturity Date. All payments of principal of the Series 2018-1 Class A-2-I Notes will be made pro rata to the Series 2018-1 Class A-2-I Noteholders entitled thereto.

Principal of and interest on this Note which is payable on a Quarterly Payment Date or on any date on which payments are permitted to be made as provided for in the Indenture shall be paid to the Person in whose name this Note (or one or more predecessor Notes) is registered at the close of business on the applicable Record Date or Prepayment Record Date, as the case may be.

Interest and contingent interest, if any, will each accrue on the Series 2018-1 Class A-2-I Notes at the rates set forth in the Indenture. The interest and contingent interest, if any, will be computed on the basis set forth in the Indenture. The amount of interest payable on the Series 2018-1 Class A-2-I Notes on each Quarterly Payment Date will be calculated as set forth in the Indenture.

Payments of principal and interest on this Note are subordinated to the payment of certain other amounts in accordance with the Priority of Payments.

If an Event of Default shall occur and be continuing, this Note may become or be declared due and payable in the manner and with the effect provided in the Indenture.

Amounts payable in respect of this Note shall be made by wire transfer of immediately available funds to the account designated by DTC or its nominee.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of this Note may be registered on the Note Register upon surrender of this Note for registration of transfer at the office or agency designated by the Co-Issuers pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by,

the Series 2018-1 Class A-2-I Noteholder hereof or his attorney duly authorized in writing, with such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended, and accompanied by such other documents as the Trustee and the Registrar may require and as may be required by the Series 2018-1 Supplement, and thereupon one or more new Series 2018-1 Class A-2-I Notes of authorized denominations in the same aggregate principal amount will be issued to the designated transferee or transferees. No service charge will be charged for any registration of transfer or exchange of this Note, but the transferor may be required to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any such registration of transfer or exchange.

Each Series 2018-1 Class A-2-I Noteholder, by acceptance of a Series 2018-1 Class A-2-I Note, covenants and agrees that by accepting the benefits of the Indenture that prior to the date that is one year and one day after the payment in full of the latest maturing note issued under the Indenture, such Series 2018-1 Class A-2-I Noteholder will not institute against, or join with any other Person in instituting against, any Securitization Entity any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings, under any federal or state bankruptcy or similar law; provided, however, that nothing herein shall constitute a waiver of any right to indemnification, reimbursement or other payment from the Securitization Entities pursuant to the Indenture or any other Related Document.

It is the intent of the Co-Issuers and each Series 2018-1 Class A-2-I Noteholder that, for federal, state and local income and franchise tax purposes only, the Series 2018-1 Class A-2-I Notes will evidence indebtedness of the Co-Issuers secured by the Collateral. Each Series 2018-1 Class A-2-I Noteholder, by the acceptance of this Note, agrees to treat this Note (or beneficial interests herein) for purposes of federal, state and local income or franchise taxes and any other tax imposed on or measured by income, as indebtedness of the Co-Issuers or, if any Co-Issuer is treated as a division of another entity, such other entity.

The Indenture permits certain amendments to be made thereto without the consent of the Control Party, the Controlling Class Representative or any Series 2018-1 Class A-2-I Noteholders, provided that certain conditions precedent are satisfied. The Indenture also permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Co-Issuers and the rights of the Series 2018-1 Class A-2-I Noteholders under the Indenture at any time by the Co-Issuers with the consent of the Control Party (acting at the direction of the Controlling Class Representative) and without the consent of any Series 2018-1 Class A-2-I Noteholders. The Indenture also contains provisions permitting the Control Party (acting at the direction of the Controlling Class Representative) to waive compliance by the Co-Issuers with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences without the consent of any Series 2018-1 Class A-2-I Noteholders. Any such consent or waiver of this Note (or any one or more predecessor Notes) shall be conclusive and binding upon such Series 2018-1 Class A-2-I Noteholder and upon all future Series 2018-1 Class A-2-I Noteholders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

Each purchaser or transferee of this Note (or any interest herein) shall be deemed to represent and warrant that either (i) it is not acquiring or holding this Note (or any interest herein) for or on behalf of, or with the assets of, any plan, account or other arrangement that is subject to Title I of ERISA, Section 4975 of the Code, entities whose underlying assets are considered to include "plan assets" of such plans, accounts and arrangements under DOL regulations, as modified by Section 3(42) of ERISA (collectively, "ERISA Plans") or with the assets or any plan, account or other arrangement that is

subject to the provisions under any Similar Law, or (ii) its purchase and holding of this Note (or any interest herein) does not constitute and will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any applicable Similar Law.

The term “Co-Issuer” as used in this Note includes any successor to the Co-Issuers and any Additional Co-Issuers under the Indenture.

The Series 2018-1 Class A-2-I Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations set forth therein.

This Note and the Indenture shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Co-Issuers, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency herein prescribed.

ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee: __________ FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto __________

(name and address of assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints __________, attorney, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: __________

By: ____[1]

Signature Guaranteed:

____

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1 NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note, without alteration, enlargement or any change whatsoever.

SCHEDULE OF EXCHANGES IN RESTRICTED GLOBAL SERIES 2018-1
CLASS A-2-I NOTE

The initial principal balance of this Restricted Global Series 2018-1 Class A-2-I Note is $[____]. The following exchanges of an interest in this Restricted Global Series 2018-1 Class A-2-I Note for an interest in a corresponding Regulation S Global Series 2018-1 Class A-2-I Note or an Unrestricted Global Series 2018-1 Class A-2-I Note have been made:

Date	Amount of Increase (or Decrease) in the Principal Amount of this Restricted Global Note	Remaining Principal Amount of this Restricted Global Note following the Increase or Decrease	Signature of Authorized Officer of Trustee or Registrar

EXHIBIT A-2

THE ISSUANCE AND SALE OF THIS REGULATION S GLOBAL SERIES 2018-1 CLASS A-2-I NOTE (THIS "NOTE") HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER RELEVANT JURISDICTION, AND NONE OF DOMINO'S PIZZA MASTER ISSUER LLC, DOMINO'S PIZZA DISTRIBUTION LLC, DOMINO'S IP HOLDER LLC AND DOMINO'S SPV CANADIAN HOLDING COMPANY INC. (THE "CO-ISSUERS") HAS BEEN REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"). THIS NOTE OR ANY INTEREST HEREIN MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO DOMINO'S PIZZA MASTER ISSUER LLC OR AN AFFILIATE THEREOF, (B) IN THE UNITED STATES, TO EITHER AN INITIAL PURCHASER OR A SUBSEQUENT TRANSFEREE THAT IS NOT A COMPETITOR AND IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH SUCH INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE EXERCISES SOLE INVESTMENT DISCRETION OR (C) OUTSIDE THE UNITED STATES, TO AN INITIAL PURCHASER OR A SUBSEQUENT TRANSFEREE THAT IS NEITHER A COMPETITOR NOR A "U.S. PERSON" AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S") ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH SUCH INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE EXERCISES SOLE INVESTMENT DISCRETION, AND NONE OF WHICH ARE A U.S. PERSON, IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S, AND, IN EACH CASE, IN COMPLIANCE WITH THE CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE INDENTURE REFERRED TO HEREIN AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER RELEVANT JURISDICTION.

BY ITS ACQUISITION OR ACCEPTANCE HEREOF, THE HOLDER (IF NOT THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER) REPRESENTS THAT (A) IT IS NOT A COMPETITOR AND IS EITHER (X) A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH IT EXERCISES SOLE INVESTMENT DISCRETION EACH OF WHICH IS A QUALIFIED INSTITUTIONAL BUYER OR (Y) NOT A "U.S. PERSON" AS DEFINED IN REGULATION S, ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH IT EXERCISES SOLE INVESTMENT DISCRETION EACH OF WHICH IS NOT A "U.S. PERSON," IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S, (B) IT AND EACH ACCOUNT FOR WHICH IT IS PURCHASING WILL HOLD AND TRANSFER AT LEAST THE MINIMUM DENOMINATION OF NOTES, (C) IT UNDERSTANDS THAT THE CO-ISSUERS MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN THEIR NOTES FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES, (D) IT WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREES.

EACH INITIAL PURCHASER AND EACH SUBSEQUENT TRANSFEREE (IF NOT THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER) TAKING DELIVERY OF THIS NOTE OR AN INTEREST IN THIS NOTE WILL BE DEEMED TO HAVE MADE THE APPLICABLE REPRESENTATIONS AND AGREEMENTS REFERRED TO IN THE INDENTURE. EACH INITIAL PURCHASER AND EACH SUBSEQUENT TRANSFEREE TAKING DELIVERY OF THIS NOTE OR AN INTEREST IN THIS NOTE IN THE FORM OF AN INTEREST IN A REGULATION S GLOBAL NOTE OR AN UNRESTRICTED GLOBAL NOTE WILL BE REQUIRED TO DELIVER A TRANSFER CERTIFICATE IN THE FORM REQUIRED BY THE INDENTURE AND WILL BE REQUIRED TO MAKE THE APPLICABLE REPRESENTATIONS AND AGREEMENTS REFERRED TO IN THE INDENTURE.

ANY TRANSFER OF THIS NOTE IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT AND WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE CO-ISSUERS, THE TRUSTEE OR ANY INTERMEDIARY.

IF THIS NOTE WAS ACQUIRED IN THE UNITED STATES, AND THE HOLDER IS DETERMINED TO BE (I) A COMPETITOR OR (II) NOT TO HAVE BEEN A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF ACQUISITION OF THIS NOTE, THE CO-ISSUERS HAVE THE RIGHT TO REQUIRE SUCH HOLDER TO SELL THIS NOTE TO A PURCHASER THAT IS (I) NOT A COMPETITOR AND (II) A QUALIFIED INSTITUTIONAL BUYER. THE CO-ISSUERS ALSO HAVE THE RIGHT TO REFUSE TO HONOR A TRANSFER TO A TRANSFEREE TAKING DELIVERY IN THE FORM OF AN INTEREST IN A RULE 144A GLOBAL NOTE THAT IS DETERMINED TO HAVE BEEN A COMPETITOR OR NOT TO HAVE BEEN A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF THE TRANSFER.

IF THIS NOTE WAS ACQUIRED OUTSIDE THE UNITED STATES, AND THE HOLDER IS DETERMINED TO BE (I) A COMPETITOR OR (II) A “U.S. PERSON” THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF ACQUISITION OF THIS NOTE, THE CO-ISSUERS HAVE THE RIGHT TO REQUIRE SUCH HOLDER TO SELL THIS NOTE TO A PURCHASER THAT IS (I) NOT A COMPETITOR AND (II) EITHER IS A QUALIFIED INSTITUTIONAL BUYER OR NOT A “U.S. PERSON” IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S. THE CO-ISSUERS ALSO HAVE THE RIGHT TO REFUSE TO HONOR A TRANSFER TO A TRANSFEREE TAKING DELIVERY IN THE FORM OF AN INTEREST IN A REGULATION GLOBAL NOTE THAT IS DETERMINED TO HAVE BEEN A COMPETITOR OR A “U.S. PERSON.”

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY (“DTC”), A NEW YORK CORPORATION, 55 WATER STREET, NEW YORK, NEW YORK 10004, OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN DTC OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE CO-ISSUERS OR THE REGISTRAR, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE THE REGISTERED OWNER, CEDE & CO., HAS AN INTEREST HEREIN.

UNTIL 40 DAYS AFTER THE ORIGINAL ISSUE DATE OF THE NOTES (THE “RESTRICTED PERIOD”) IN CONNECTION WITH THE OFFERING OF THE NOTES IN THE UNITED STATES FROM OUTSIDE OF THE UNITED STATES, THE SALE, PLEDGE OR TRANSFER OF THIS NOTE IS SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS. THE HOLDER HEREOF, BY PURCHASING OR OTHERWISE ACQUIRING THIS NOTE, ACKNOWLEDGES THAT SUCH HOLDER IS NOT A “U.S. PERSON” AS DEFINED IN

REGULATION S, THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER, AND THAT THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND AGREES FOR THE BENEFIT OF THE CO-ISSUERS THAT THIS NOTE MAY BE TRANSFERRED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY TO A PERSON THAT IS NOT A “U.S. PERSON” AS DEFINED IN REGULATION S, THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER AND IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS OF THE STATES, TERRITORIES AND POSSESSIONS OF THE UNITED STATES GOVERNING THE OFFER AND SALE OF SECURITIES, AND PRIOR TO THE EXPIRATION OF THE RESTRICTED PERIOD, ONLY (I) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT OR (II) PURSUANT TO AND IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT.

THE PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE TRUSTEE.

FORM OF REGULATION S GLOBAL SERIES 2018-1 CLASS A-2-I NOTE

No. S- up to $[____]

SEE REVERSE FOR CERTAIN CONDITIONS

CUSIP Number: U2583E AJ6
ISIN Number: USU2583EAJ65
Common Code: 181454946

DOMINO'S PIZZA MASTER ISSUER LLC,
DOMINO'S SPV CANADIAN HOLDING COMPANY INC.,
DOMINO'S PIZZA DISTRIBUTION LLC and
DOMINO'S IP HOLDER LLC

SERIES 2018-1 4.116% FIXED RATE SENIOR SECURED NOTES, CLASS A-2-I

DOMINO'S PIZZA MASTER ISSUER LLC, a limited liability company formed under the laws of the State of Delaware, DOMINO'S SPV CANADIAN HOLDING COMPANY INC., a corporation incorporated under the laws of the State of Delaware, DOMINO'S PIZZA DISTRIBUTION LLC, a limited liability company formed under the laws of the State of Delaware, and DOMINO'S IP HOLDER LLC, a limited liability company formed under the laws of the State of Delaware (herein referred to, collectively, as the "Co-Issuers"), for value received, hereby promise to pay to CEDE & CO. or registered assigns, up to the principal sum of [____] DOLLARS ($[____]) as provided below and in the Indenture referred to herein. Payments of principal shall be payable in the amounts and at the times set forth in the Indenture described herein; provided, however, that the entire unpaid principal amount of this Note shall be due on July 25, 2048 (the "Series 2018-1 Legal Final Maturity Date"). The Co-Issuers will pay interest on this Regulation S Global Series 2018-1 Class A-2-I Note (this "Note") at the applicable Series 2018-1 Note Rate for each Interest Period in accordance with the terms of the Indenture. Such interest will be payable in arrears on each Quarterly Payment Date, which will be on the 25th day (or, if such 25th day is not a Business Day, the next succeeding Business Day) of each January, April, July and October, commencing July 25, 2018 (each, a "Quarterly Payment Date"). Such interest will accrue for each Quarterly Payment Date with respect to (i) initially, the period from and including April 24, 2018 to but excluding the first Quarterly Payment Date and (ii) thereafter, the period from and including a Quarterly Payment Date to but excluding the following Quarterly Payment Date (each, an "Interest Period"). Interest with respect to the Notes (and interest on any defaulted payments of interest or principal) will be computed on the basis of a 360-day year consisting of twelve 30-day months. In addition, under the circumstances set forth in the Indenture, the Co-Issuers shall also pay contingent interest on this Note at the Series 2018-1 Class A-2 Post-ARD Contingent Interest Rate, and such contingent interest shall be computed and shall be payable in the amounts and at the times set forth in the Indenture.

The principal of and interest on this Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Co-Issuers with respect to this Note shall be applied as provided in the Indenture.

This Note is subject to mandatory and optional prepayment as set forth in the Indenture.

Interests in this Note are exchangeable or transferable in whole or in part for interests in a Restricted Global Note or an Unrestricted Global Note; provided that such transfer or exchange complies with the applicable provisions of the Indenture relating to the transfer of the Notes. Interests in this Note in certain circumstances may also be exchangeable or transferable in whole but not in part for duly executed and issued registered Definitive Notes; provided that such transfer or exchange complies with Section 3.01(d) and Section 3.02 of the Series 2018-1 Supplement, as applicable.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note. Although a summary of certain provisions of the Indenture is set forth below and on the reverse hereof and made a part hereof, this Note does not purport to summarize the Indenture and reference is made to the Indenture for information with respect to the interests, rights, benefits, obligations, proceeds and duties evidenced hereby and the rights, duties and obligations of the Co-Issuers and the Trustee. A copy of the Indenture may be requested from the Trustee by writing to the Trustee at: Citibank, N.A., 388 Greenwich Street, New York, NY 10013, Attention: Agency & Trust — Domino's Pizza Master Issuer LLC. To the extent not defined herein, the capitalized terms used herein have the meanings ascribed to them in the Indenture.

Subject to the next following paragraph, the Co-Issuers hereby certify and declare that all acts, conditions and things required to be done and performed and to have happened prior to the creation of this Note and to constitute it as the valid obligation of the Co-Issuers enforceable in accordance with its terms, have been done and performed and have happened in due compliance with all applicable laws and in accordance with the terms of the Indenture.

Unless the certificate of authentication hereon has been executed by the Trustee whose name appears below by manual signature, this Note shall not be entitled to any benefit under the Indenture referred to on the reverse hereof, or be valid or obligatory for any purpose.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the Co-Issuers has caused this instrument to be signed, manually or in facsimile, by its Authorized Officer.

Date: ___________

DOMINO'S PIZZA MASTER ISSUER LLC,
as Co-Issuer

____
By:
Name:
Title:

DOMINO'S SPV CANADIAN HOLDING COMPANY INC.,
as Co-Issuer

____
By:
Name:
Title:

DOMINO'S PIZZA DISTRIBUTION LLC,
as Co-Issuer

____
By:
Name:
Title:

DOMINO'S IP HOLDER LLC,
as Co-Issuer

____
By:
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2018-1 Class A-2-I Notes issued under the within-mentioned Indenture.

CITIBANK, N.A.,
as Trustee

____
By:
Authorized Signatory

[REVERSE OF NOTE]

This Note is one of a duly authorized issue of Series 2018-1 Class A-2-I Notes of the Co-Issuers designated as their $425,000,000 Series 2018-1 4.116% Fixed Rate Senior Secured Notes, Class A-2-I (herein called the "Series 2018-1 Class A-2-I Notes"), all issued under (i) the Amended and Restated Base Indenture, dated as of March 15, 2012 (such Amended and Restated Base Indenture, as amended, supplemented or modified, is herein called the "Base Indenture"), among the Co-Issuers and Citibank, N.A., as trustee (the "Trustee", which term includes any successor Trustee under the Base Indenture) and as securities intermediary, and (ii) a Series 2018-1 Supplement to the Base Indenture, dated as of April 24, 2018 (the "Series 2018-1 Supplement"), among the Co-Issuers, the Trustee and Citibank, N.A., as Series 2018-1 Securities Intermediary and calculation agent. The Base Indenture and the Series 2018-1 Supplement are referred to herein as the "Indenture". The Series 2018-1 Class A-2-I Notes are subject to all terms of the Indenture. All terms used in this Note that are defined in the Indenture, as supplemented, modified or amended, shall have the meanings assigned to them in or pursuant to the Indenture, as so supplemented, modified or amended.

The Series 2018-1 Class A-2-I Notes are and will be secured by the Collateral pledged as security therefor as provided in the Indenture.

The Notes will be issued in minimum denominations of $50,000 and integral multiples of $1,000 in excess thereof.

As provided for in the Indenture, the Series 2018-1 Class A-2-I Notes may be prepaid, in whole or in part, at the option of the Co-Issuers. In addition, the Series 2018-1 Class A-2-I Notes are subject to mandatory prepayment as provided for in the Indenture. In certain circumstances, the Co-Issuers will be obligated to pay the Series 2018-1 Class A-2 Make-Whole Prepayment Premium in connection with a mandatory or optional prepayment of the Series 2018-1 Class A-2-I Notes as described in the Indenture. As described above, the entire unpaid principal amount of this Note shall be due and payable on the Series 2018-1 Legal Final Maturity Date. All payments of principal of the Series 2018-1 Class A-2-I Notes will be made pro rata to the Series 2018-1 Class A-2-I Noteholders entitled thereto.

Principal of and interest on this Note which is payable on a Quarterly Payment Date or on any date on which payments are permitted to be made as provided for in the Indenture shall be paid to the Person in whose name this Note (or one or more predecessor Notes) is registered at the close of business on the applicable Record Date or Prepayment Record Date, as the case may be.

Interest and contingent interest, if any, will each accrue on the Series 2018-1 Class A-2-I Notes at the rates set forth in the Indenture. The interest and contingent interest, if any, will be computed on the basis set forth in the Indenture. The amount of interest payable on the Series 2018-1 Class A-2-I Notes on each Quarterly Payment Date will be calculated as set forth in the Indenture.

Payments of principal and interest on this Note are subordinated to the payment of certain other amounts in accordance with the Priority of Payments.

If an Event of Default shall occur and be continuing, this Note may become or be declared due and payable in the manner and with the effect provided in the Indenture.

Amounts payable in respect of this Note shall be made by wire transfer of immediately available funds to the account designated by DTC or its nominee.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of this Note may be registered on the Note Register upon surrender of this Note for registration of transfer at the office or agency designated by the Co-Issuers pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by,

the Series 2018-1 Class A-2-I Noteholder hereof or his attorney duly authorized in writing, with such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended, and accompanied by such other documents as the Trustee and the Registrar may require and as may be required by the Series 2018-1 Supplement, and thereupon one or more new Series 2018-1 Class A-2-I Notes of authorized denominations in the same aggregate principal amount will be issued to the designated transferee or transferees. No service charge will be charged for any registration of transfer or exchange of this Note, but the transferor may be required to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any such registration of transfer or exchange.

Each Series 2018-1 Class A-2-I Noteholder, by acceptance of a Series 2018-1 Class A-2-I Note, covenants and agrees that by accepting the benefits of the Indenture that prior to the date that is one year and one day after the payment in full of the latest maturing note issued under the Indenture, such Series 2018-1 Class A-2-I Noteholder will not institute against, or join with any other Person in instituting against, any Securitization Entity any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings, under any federal or state bankruptcy or similar law; provided, however, that nothing herein shall constitute a waiver of any right to indemnification, reimbursement or other payment from the Securitization Entities pursuant to the Indenture or any other Related Document.

It is the intent of the Co-Issuers and each Series 2018-1 Class A-2-I Noteholder that, for federal, state and local income and franchise tax purposes only, the Series 2018-1 Class A-2-I Notes will evidence indebtedness of the Co-Issuers secured by the Collateral. Each Series 2018-1 Class A-2-I Noteholder, by the acceptance of this Note, agrees to treat this Note (or beneficial interests herein) for purposes of federal, state and local income or franchise taxes and any other tax imposed on or measured by income, as indebtedness of the Co-Issuers or, if any Co-Issuer is treated as a division of another entity, such other entity.

The Indenture permits certain amendments to be made thereto without the consent of the Control Party, the Controlling Class Representative or any Series 2018-1 Class A-2-I Noteholders, provided that certain conditions precedent are satisfied. The Indenture also permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Co-Issuers and the rights of the Series 2018-1 Class A-2-I Noteholders under the Indenture at any time by the Co-Issuers with the consent of the Control Party (acting at the direction of the Controlling Class Representative) and without the consent of any Series 2018-1 Class A-2-I Noteholders. The Indenture also contains provisions permitting the Control Party (acting at the direction of the Controlling Class Representative) to waive compliance by the Co-Issuers with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences without the consent of any Series 2018-1 Class A-2-I Noteholders. Any such consent or waiver of this Note (or any one or more predecessor Notes) shall be conclusive and binding upon such Series 2018-1 Class A-2-I Noteholder and upon all future Series 2018-1 Class A-2-I Noteholders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

Each purchaser or transferee of this Note (or any interest herein) shall be deemed to represent and warrant that either (i) it is not acquiring or holding this Note (or any interest herein) for or on behalf of, or with the assets of, any plan, account or other arrangement that is subject to Title I of ERISA, Section 4975 of the Code, entities whose underlying assets are considered to include "plan assets" of such plans, accounts and arrangements under DOL regulations, as modified by Section 3(42) of ERISA (collectively, "ERISA Plans") or with the assets or any plan, account or other arrangement that is

subject to the provisions under any Similar Law, or (ii) its purchase and holding of this Note (or any interest herein) does not constitute and will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any applicable Similar Law.

The term "Co-Issuer" as used in this Note includes any successor to the Co-Issuers and any Additional Co-Issuers under the Indenture.

The Series 2018-1 Class A-2-I Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations set forth therein.

This Note and the Indenture shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Co-Issuers, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency herein prescribed.

ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee: __________ FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto __________

(name and address of assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints __________, attorney, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: __________

By: ____[1]

Signature Guaranteed:

____

1 NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note, without alteration, enlargement or any change whatsoever.

SCHEDULE OF EXCHANGES IN REGULATION S GLOBAL SERIES 2018-1
CLASS A-2-I NOTE

The initial principal balance of this Regulation S Global Series 2018-1 Class A-2-I Note is $[____]. The following exchanges of an interest in this Regulation S Global Series 2018-1 Class A-2-I Note for an interest in a corresponding Restricted Global Series 2018-1 Class A-2-I Note or an Unrestricted Global Series 2018-1 Class A-2-I Note have been made:

Date	Amount of Increase (or Decrease) in the Principal Amount of this Regulation S Global Note	Remaining Principal Amount of this Regulation S Global Note following the Increase or Decrease	Signature of Authorized Officer of Trustee or Registrar

EXHIBIT A-3

THE ISSUANCE AND SALE OF THIS UNRESTRICTED GLOBAL SERIES 2018-1 CLASS A-2-I NOTE (THIS "NOTE") HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER RELEVANT JURISDICTION, AND NONE OF DOMINO'S PIZZA MASTER ISSUER LLC, DOMINO'S PIZZA DISTRIBUTION LLC, DOMINO'S IP HOLDER LLC AND DOMINO'S SPV CANADIAN HOLDING COMPANY INC. (THE "CO-ISSUERS") HAS BEEN REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"). THIS NOTE OR ANY INTEREST HEREIN MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO DOMINO'S PIZZA MASTER ISSUER LLC OR AN AFFILIATE THEREOF, (B) IN THE UNITED STATES, TO EITHER AN INITIAL PURCHASER OR A SUBSEQUENT TRANSFEREE THAT IS NOT A COMPETITOR AND IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH SUCH INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE EXERCISES SOLE INVESTMENT DISCRETION OR (C) OUTSIDE THE UNITED STATES, TO AN INITIAL PURCHASER OR A SUBSEQUENT TRANSFEREE THAT IS NEITHER A COMPETITOR NOR A "U.S. PERSON" AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S") ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH SUCH INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE EXERCISES SOLE INVESTMENT DISCRETION, AND NONE OF WHICH ARE A U.S. PERSON, IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S, AND, IN EACH CASE, IN COMPLIANCE WITH THE CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE INDENTURE REFERRED TO HEREIN AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER RELEVANT JURISDICTION.

BY ITS ACQUISITION OR ACCEPTANCE HEREOF, THE HOLDER (IF NOT THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER) REPRESENTS THAT (A) IT IS NOT A COMPETITOR AND IS EITHER (X) A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH IT EXERCISES SOLE INVESTMENT DISCRETION EACH OF WHICH IS A QUALIFIED INSTITUTIONAL BUYER OR (Y) NOT A "U.S. PERSON" AS DEFINED IN REGULATION S, ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH IT EXERCISES SOLE INVESTMENT DISCRETION EACH OF WHICH IS NOT A "U.S. PERSON," IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S, (B) IT AND EACH ACCOUNT FOR WHICH IT IS PURCHASING WILL HOLD AND TRANSFER AT LEAST THE MINIMUM DENOMINATION OF NOTES, (C) IT UNDERSTANDS THAT THE CO-ISSUERS MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN THEIR NOTES FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES, (D) IT WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREES.

EACH INITIAL PURCHASER AND EACH SUBSEQUENT TRANSFEREE (IF NOT THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER) TAKING DELIVERY OF THIS NOTE OR AN INTEREST IN THIS NOTE WILL BE DEEMED TO HAVE MADE THE APPLICABLE REPRESENTATIONS AND AGREEMENTS REFERRED TO IN THE INDENTURE. EACH INITIAL PURCHASER AND EACH SUBSEQUENT TRANSFEREE TAKING DELIVERY OF THIS NOTE OR AN INTEREST IN THIS NOTE IN THE FORM OF AN INTEREST IN A REGULATION S GLOBAL NOTE OR AN UNRESTRICTED GLOBAL NOTE WILL BE REQUIRED TO DELIVER A TRANSFER CERTIFICATE IN THE FORM REQUIRED BY THE INDENTURE AND WILL BE REQUIRED TO MAKE THE APPLICABLE REPRESENTATIONS AND AGREEMENTS REFERRED TO IN THE INDENTURE.

ANY TRANSFER OF THIS NOTE IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT AND WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE CO-ISSUERS, THE TRUSTEE OR ANY INTERMEDIARY.

IF THIS NOTE WAS ACQUIRED IN THE UNITED STATES, AND THE HOLDER IS DETERMINED TO BE (I) A COMPETITOR OR (II) NOT TO HAVE BEEN A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF ACQUISITION OF THIS NOTE, THE CO-ISSUERS HAVE THE RIGHT TO REQUIRE SUCH HOLDER TO SELL THIS NOTE TO A PURCHASER THAT IS (I) NOT A COMPETITOR AND (II) A QUALIFIED INSTITUTIONAL BUYER. THE CO-ISSUERS ALSO HAVE THE RIGHT TO REFUSE TO HONOR A TRANSFER TO A TRANSFEREE TAKING DELIVERY IN THE FORM OF AN INTEREST IN A RULE 144A GLOBAL NOTE THAT IS DETERMINED TO HAVE BEEN A COMPETITOR OR NOT TO HAVE BEEN A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF THE TRANSFER.

IF THIS NOTE WAS ACQUIRED OUTSIDE THE UNITED STATES, AND THE HOLDER IS DETERMINED TO BE (I) A COMPETITOR OR (II) A “U.S. PERSON” THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF ACQUISITION OF THIS NOTE, THE CO-ISSUERS HAVE THE RIGHT TO REQUIRE SUCH HOLDER TO SELL THIS NOTE TO A PURCHASER THAT IS (I) NOT A COMPETITOR AND (II) EITHER IS A QUALIFIED INSTITUTIONAL BUYER OR NOT A “U.S. PERSON” IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S. THE CO-ISSUERS ALSO HAVE THE RIGHT TO REFUSE TO HONOR A TRANSFER TO A TRANSFEREE TAKING DELIVERY IN THE FORM OF AN INTEREST IN A REGULATION GLOBAL NOTE THAT IS DETERMINED TO HAVE BEEN A COMPETITOR OR A “U.S. PERSON.”

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY (“DTC”), A NEW YORK CORPORATION, 55 WATER STREET, NEW YORK, NEW YORK 10004, OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN DTC OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE CO-ISSUERS OR THE REGISTRAR, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE THE REGISTERED OWNER, CEDE & CO., HAS AN INTEREST HEREIN.

THE PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE TRUSTEE.

FORM OF UNRESTRICTED GLOBAL SERIES 2018-1 CLASS A-2-I NOTE

No. U- up to $[____]

SEE REVERSE FOR CERTAIN CONDITIONS

CUSIP Number: U2583E AJ6
ISIN Number: USU2583EAJ65
Common Code: 181454946

DOMINO’S PIZZA MASTER ISSUER LLC,
DOMINO’S SPV CANADIAN HOLDING COMPANY INC.,
DOMINO’S PIZZA DISTRIBUTION LLC and
DOMINO’S IP HOLDER LLC

SERIES 2018-1 4.116% FIXED RATE SENIOR SECURED NOTES, CLASS A-2-I

DOMINO’S PIZZA MASTER ISSUER LLC, a limited liability company formed under the laws of the State of Delaware, DOMINO’S SPV CANADIAN HOLDING COMPANY INC., a corporation incorporated under the laws of the State of Delaware, DOMINO’S PIZZA DISTRIBUTION LLC, a limited liability company formed under the laws of the State of Delaware, and DOMINO’S IP HOLDER LLC, a limited liability company formed under the laws of the State of Delaware (herein referred to, collectively, as the “Co-Issuers”), for value received, hereby promise to pay to CEDE & CO. or registered assigns, up to the principal sum of [____] DOLLARS ($[____]) as provided below and in the Indenture referred to herein. Payments of principal shall be payable in the amounts and at the times set forth in the Indenture described herein; provided, however, that the entire unpaid principal amount of this Note shall be due on July 25, 2048 (the “Series 2018-1 Legal Final Maturity Date”). The Co-Issuers will pay interest on this Unrestricted Global Series 2018-1 Class A-2-I Note (this “Note”) at the applicable Series 2018-1 Note Rate for each Interest Period in accordance with the terms of the Indenture. Such interest will be payable in arrears on each Quarterly Payment Date, which will be on the 25th day (or, if such 25th day is not a Business Day, the next succeeding Business Day) of each January, April, July and October, commencing July 25, 2018 (each, a “Quarterly Payment Date”). Such interest will accrue for each Quarterly Payment Date with respect to (i) initially, the period from and including April 24, 2018 to but excluding the first Quarterly Payment Date and (ii) thereafter, the period from and including a Quarterly Payment Date to but excluding the following Quarterly Payment Date (each, an “Interest Period”). Interest with respect to the Notes (and interest on any defaulted payments of interest or principal) will be computed on the basis of a 360-day year consisting of twelve 30-day months. In addition, under the circumstances set forth in the Indenture, the Co-Issuers shall also pay contingent interest on this Note at the Series 2018-1 Class A-2 Post-ARD Contingent Interest Rate, and such contingent interest shall be computed and shall be payable in the amounts and at the times set forth in the Indenture.

The principal of and interest on this Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Co-Issuers with respect to this Note shall be applied as provided in the Indenture.

This Note is subject to mandatory and optional prepayment as set forth in the Indenture.

Interests in this Note are exchangeable or transferable in whole or in part for interests in a Restricted Global Note or a Regulation S Global Note; provided that such transfer or exchange complies with the applicable provisions of the Indenture relating to the transfer of the Notes. Interests in this Note in certain circumstances may also be exchangeable or transferable in whole but not in part for duly executed and issued registered Definitive Notes; provided that such transfer or exchange complies with Section 3.01(d) and Section 3.02 of the Series 2018-1 Supplement, as applicable.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note. Although a summary of certain provisions of the Indenture is set forth below and on the reverse hereof and made a part hereof, this Note does not purport to summarize the Indenture and reference is made to the Indenture for information with respect to the interests, rights, benefits, obligations, proceeds and duties evidenced hereby and the rights, duties and obligations of the Co-Issuers and the Trustee. A copy of the Indenture may be requested from the Trustee by writing to the Trustee at: Citibank, N.A., 388 Greenwich Street, New York, NY 10013, Attention: Agency & Trust — Domino’s Pizza Master Issuer LLC. To the extent not defined herein, the capitalized terms used herein have the meanings ascribed to them in the Indenture.

Subject to the next following paragraph, the Co-Issuers hereby certify and declare that all acts, conditions and things required to be done and performed and to have happened prior to the creation of this Note and to constitute it as the valid obligation of the Co-Issuers enforceable in accordance with its terms, have been done and performed and have happened in due compliance with all applicable laws and in accordance with the terms of the Indenture.

Unless the certificate of authentication hereon has been executed by the Trustee whose name appears below by manual signature, this Note shall not be entitled to any benefit under the Indenture referred to on the reverse hereof, or be valid or obligatory for any purpose.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the Co-Issuers has caused this instrument to be signed, manually or in facsimile, by its Authorized Officer.

Date: __________

DOMINO’S PIZZA MASTER ISSUER LLC,
as Co-Issuer

____

By:
Name:
Title:

DOMINO’S SPV CANADIAN HOLDING COMPANY INC.,
as Co-Issuer

____

By:
Name:
Title:

DOMINO’S PIZZA DISTRIBUTION LLC,
as Co-Issuer

____

By:
Name:
Title:

DOMINO’S IP HOLDER LLC,
as Co-Issuer

____

By:
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2018-1 Class A-2-I Notes issued under the within-mentioned Indenture.

CITIBANK, N.A.,
as Trustee

____
By:
Authorized Signatory

[REVERSE OF NOTE]

This Note is one of a duly authorized issue of Series 2018-1 Class A-2-I Notes of the Co-Issuers designated as their $425,000,000 Series 2018-1 4.116% Fixed Rate Senior Secured Notes, Class A-2-I (herein called the "Series 2018-1 Class A-2-I Notes"), all issued under (i) the Amended and Restated Base Indenture, dated as of March 15, 2012 (such Amended and Restated Base Indenture, as amended, supplemented or modified, is herein called the "Base Indenture"), among the Co-Issuers and Citibank, N.A., as trustee (the "Trustee", which term includes any successor Trustee under the Base Indenture) and as securities intermediary, and (ii) a Series 2018-1 Supplement to the Base Indenture, dated as of April 24, 2018 (the "Series 2018-1 Supplement"), among the Co-Issuers, the Trustee and Citibank, N.A., as Series 2018-1 Securities Intermediary and calculation agent. The Base Indenture and the Series 2018-1 Supplement are referred to herein as the "Indenture". The Series 2018-1 Class A-2-I Notes are subject to all terms of the Indenture. All terms used in this Note that are defined in the Indenture, as supplemented, modified or amended, shall have the meanings assigned to them in or pursuant to the Indenture, as so supplemented, modified or amended.

The Series 2018-1 Class A-2-I Notes are and will be secured by the Collateral pledged as security therefor as provided in the Indenture.

The Notes will be issued in minimum denominations of $50,000 and integral multiples of $1,000 in excess thereof.

As provided for in the Indenture, the Series 2018-1 Class A-2-I Notes may be prepaid, in whole or in part, at the option of the Co-Issuers. In addition, the Series 2018-1 Class A-2-I Notes are subject to mandatory prepayment as provided for in the Indenture. In certain circumstances, the Co-Issuers will be obligated to pay the Series 2018-1 Class A-2 Make-Whole Prepayment Premium in connection with a mandatory or optional prepayment of the Series 2018-1 Class A-2-I Notes as described in the Indenture. As described above, the entire unpaid principal amount of this Note shall be due and payable on the Series 2018-1 Legal Final Maturity Date. All payments of principal of the Series 2018-1 Class A-2-I Notes will be made pro rata to the Series 2018-1 Class A-2-I Noteholders entitled thereto.

Principal of and interest on this Note which is payable on a Quarterly Payment Date or on any date on which payments are permitted to be made as provided for in the Indenture shall be paid to the Person in whose name this Note (or one or more predecessor Notes) is registered at the close of business on the applicable Record Date or Prepayment Record Date, as the case may be.

Interest and contingent interest, if any, will each accrue on the Series 2018-1 Class A-2-I Notes at the rates set forth in the Indenture. The interest and contingent interest, if any, will be computed on the basis set forth in the Indenture. The amount of interest payable on the Series 2018-1 Class A-2-I Notes on each Quarterly Payment Date will be calculated as set forth in the Indenture.

Payments of principal and interest on this Note are subordinated to the payment of certain other amounts in accordance with the Priority of Payments.

If an Event of Default shall occur and be continuing, this Note may become or be declared due and payable in the manner and with the effect provided in the Indenture.

Amounts payable in respect of this Note shall be made by wire transfer of immediately available funds to the account designated by DTC or its nominee.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of this Note may be registered on the Note Register upon surrender of this Note for registration of transfer at the office or agency designated by the Co-Issuers pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by, the

Series 2018-1 Class A-2-I Noteholder hereof or his attorney duly authorized in writing, with such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended, and accompanied by such other documents as the Trustee and the Registrar may require and as may be required by the Series 2018-1 Supplement, and thereupon one or more new Series 2018-1 Class A-2-I Notes of authorized denominations in the same aggregate principal amount will be issued to the designated transferee or transferees. No service charge will be charged for any registration of transfer or exchange of this Note, but the transferor may be required to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any such registration of transfer or exchange.

Each Series 2018-1 Class A-2-I Noteholder, by acceptance of a Series 2018-1 Class A-2-I Note, covenants and agrees that by accepting the benefits of the Indenture that prior to the date that is one year and one day after the payment in full of the latest maturing note issued under the Indenture, such Series 2018-1 Class A-2-I Noteholder will not institute against, or join with any other Person in instituting against, any Securitization Entity any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings, under any federal or state bankruptcy or similar law; provided, however, that nothing herein shall constitute a waiver of any right to indemnification, reimbursement or other payment from the Securitization Entities pursuant to the Indenture or any other Related Document.

It is the intent of the Co-Issuers and each Series 2018-1 Class A-2-I Noteholder that, for federal, state and local income and franchise tax purposes only, the Series 2018-1 Class A-2-I Notes will evidence indebtedness of the Co-Issuers secured by the Collateral. Each Series 2018-1 Class A-2-I Noteholder, by the acceptance of this Note, agrees to treat this Note (or beneficial interests herein) for purposes of federal, state and local income or franchise taxes and any other tax imposed on or measured by income, as indebtedness of the Co-Issuers or, if any Co-Issuer is treated as a division of another entity, such other entity.

The Indenture permits certain amendments to be made thereto without the consent of the Control Party, the Controlling Class Representative or any Series 2018-1 Class A-2-I Noteholders, provided that certain conditions precedent are satisfied. The Indenture also permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Co-Issuers and the rights of the Series 2018-1 Class A-2-I Noteholders under the Indenture at any time by the Co-Issuers with the consent of the Control Party (acting at the direction of the Controlling Class Representative) and without the consent of any Series 2018-1 Class A-2-I Noteholders. The Indenture also contains provisions permitting the Control Party (acting at the direction of the Controlling Class Representative) to waive compliance by the Co-Issuers with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences without the consent of any Series 2018-1 Class A-2-I Noteholders. Any such consent or waiver of this Note (or any one or more predecessor Notes) shall be conclusive and binding upon such Series 2018-1 Class A-2-I Noteholder and upon all future Series 2018-1 Class A-2-I Noteholders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

Each purchaser or transferee of this Note (or any interest herein) shall be deemed to represent and warrant that either (i) it is not acquiring or holding this Note (or any interest herein) for or on behalf of, or with the assets of, any plan, account or other arrangement that is subject to Title I of ERISA, Section 4975 of the Code, entities whose underlying assets are considered to include "plan assets" of such plans, accounts and arrangements under DOL regulations, as modified by Section 3(42) of ERISA (collectively, "ERISA Plans") or with the assets or any plan, account or other arrangement that is

subject to the provisions under any Similar Law, or (ii) its purchase and holding of this Note (or any interest herein) does not constitute and will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any applicable Similar Law.

The term "Co-Issuer" as used in this Note includes any successor to the Co-Issuers and any Additional Co-Issuers under the Indenture.

The Series 2018-1 Class A-2-I Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations set forth therein.

This Note and the Indenture shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Co-Issuers, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency herein prescribed.

ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee:___________ FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto ___________

(name and address of assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints___________

___________, attorney, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ___________

By: ____[1]

Signature Guaranteed:

____

1 NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note, without alteration, enlargement or any change whatsoever.

SCHEDULE OF EXCHANGES IN UNRESTRICTED GLOBAL SERIES 2018-1
CLASS A-2-I NOTE

The initial principal balance of this Unrestricted Global Series 2018-1 Class A-2-I Note is $[____]. The following exchanges of an interest in this Unrestricted Global Series 2018-1 Class A-2-I Note for an interest in a corresponding Restricted Global Series 2018-1 Class A-2-I Note or a Regulation S Global Series 2018-1 Class A-2-I Note have been made:

Date	Amount of Increase (or Decrease) in the Principal Amount of this Unrestricted Global Note	Remaining Principal Amount of this Unrestricted Global Note following the Increase or Decrease	Signature of Authorized Officer of Trustee or Registrar

EXHIBIT A-4

THE ISSUANCE AND SALE OF THIS RESTRICTED GLOBAL SERIES 2018-1 CLASS A-2-II NOTE (THIS "NOTE") HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER RELEVANT JURISDICTION, AND NONE OF DOMINO'S PIZZA MASTER ISSUER LLC, DOMINO'S PIZZA DISTRIBUTION LLC, DOMINO'S IP HOLDER LLC AND DOMINO'S SPV CANADIAN HOLDING COMPANY INC. (THE "CO-ISSUERS") HAS BEEN REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"). THIS NOTE OR ANY INTEREST HEREIN MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO DOMINO'S PIZZA MASTER ISSUER LLC OR AN AFFILIATE THEREOF, (B) IN THE UNITED STATES, TO EITHER AN INITIAL PURCHASER OR A SUBSEQUENT TRANSFEREE THAT IS NOT A COMPETITOR AND IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH SUCH INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE EXERCISES SOLE INVESTMENT DISCRETION OR (C) OUTSIDE THE UNITED STATES, TO AN INITIAL PURCHASER OR A SUBSEQUENT TRANSFEREE THAT IS NEITHER A COMPETITOR NOR A "U.S. PERSON" AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S") ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH SUCH INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE EXERCISES SOLE INVESTMENT DISCRETION, AND NONE OF WHICH ARE A U.S. PERSON, IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S, AND, IN EACH CASE, IN COMPLIANCE WITH THE CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE INDENTURE REFERRED TO HEREIN AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER RELEVANT JURISDICTION.

BY ITS ACQUISITION OR ACCEPTANCE HEREOF, THE HOLDER (IF NOT THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER) REPRESENTS THAT (A) IT IS NOT A COMPETITOR AND IS EITHER (X) A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH IT EXERCISES SOLE INVESTMENT DISCRETION EACH OF WHICH IS A QUALIFIED INSTITUTIONAL BUYER OR (Y) NOT A "U.S. PERSON" AS DEFINED IN REGULATION S, ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH IT EXERCISES SOLE INVESTMENT DISCRETION EACH OF WHICH IS NOT A "U.S. PERSON," IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S, (B) IT AND EACH ACCOUNT FOR WHICH IT IS PURCHASING WILL HOLD AND TRANSFER AT LEAST THE MINIMUM DENOMINATION OF NOTES, (C) IT UNDERSTANDS THAT THE CO-ISSUERS MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN THEIR NOTES FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES, (D) IT WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREES.

EACH INITIAL PURCHASER AND EACH SUBSEQUENT TRANSFEREE (IF NOT THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER) TAKING DELIVERY OF THIS NOTE OR AN INTEREST IN THIS NOTE WILL BE DEEMED TO HAVE MADE THE APPLICABLE REPRESENTATIONS AND AGREEMENTS REFERRED TO IN THE INDENTURE. EACH INITIAL PURCHASER AND EACH SUBSEQUENT TRANSFEREE TAKING DELIVERY OF THIS NOTE OR AN INTEREST IN THIS NOTE IN THE FORM OF AN INTEREST IN A REGULATION S GLOBAL NOTE OR AN UNRESTRICTED GLOBAL NOTE WILL BE REQUIRED TO DELIVER A TRANSFER CERTIFICATE IN THE FORM REQUIRED BY THE INDENTURE AND WILL BE REQUIRED TO MAKE THE APPLICABLE REPRESENTATIONS AND AGREEMENTS REFERRED TO IN THE INDENTURE.

ANY TRANSFER OF THIS NOTE IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT AND WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE CO-ISSUERS, THE TRUSTEE OR ANY INTERMEDIARY.

IF THIS NOTE WAS ACQUIRED IN THE UNITED STATES, AND THE HOLDER IS DETERMINED TO BE (I) A COMPETITOR OR (II) NOT TO HAVE BEEN A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF ACQUISITION OF THIS NOTE, THE CO-ISSUERS HAVE THE RIGHT TO REQUIRE SUCH HOLDER TO SELL THIS NOTE TO A PURCHASER THAT IS (I) NOT A COMPETITOR AND (II) A QUALIFIED INSTITUTIONAL BUYER. THE CO-ISSUERS ALSO HAVE THE RIGHT TO REFUSE TO HONOR A TRANSFER TO A TRANSFEREE TAKING DELIVERY IN THE FORM OF AN INTEREST IN A RULE 144A GLOBAL NOTE THAT IS DETERMINED TO HAVE BEEN A COMPETITOR OR NOT TO HAVE BEEN A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF THE TRANSFER.

IF THIS NOTE WAS ACQUIRED OUTSIDE THE UNITED STATES, AND THE HOLDER IS DETERMINED TO BE (I) A COMPETITOR OR (II) A “U.S. PERSON” THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF ACQUISITION OF THIS NOTE, THE CO-ISSUERS HAVE THE RIGHT TO REQUIRE SUCH HOLDER TO SELL THIS NOTE TO A PURCHASER THAT IS (I) NOT A COMPETITOR AND (II) EITHER IS A QUALIFIED INSTITUTIONAL BUYER OR NOT A “U.S. PERSON” IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S. THE CO-ISSUERS ALSO HAVE THE RIGHT TO REFUSE TO HONOR A TRANSFER TO A TRANSFEREE TAKING DELIVERY IN THE FORM OF AN INTEREST IN A REGULATION GLOBAL NOTE THAT IS DETERMINED TO HAVE BEEN A COMPETITOR OR A “U.S. PERSON.”

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY (“DTC”), A NEW YORK CORPORATION, 55 WATER STREET, NEW YORK, NEW YORK 10004, OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE

REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN DTC OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE CO-ISSUERS OR THE REGISTRAR, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE THE REGISTERED OWNER, CEDE & CO., HAS AN INTEREST HEREIN.

THE PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE TRUSTEE.

FORM OF RESTRICTED GLOBAL SERIES 2018-1 CLASS A-2-II NOTE

No. R- up to $[____]

SEE REVERSE FOR CERTAIN CONDITIONS

CUSIP Number: 25755T AK6
ISIN Number: US25755TAK60
Common Code: 181454776

DOMINO'S PIZZA MASTER ISSUER LLC,
DOMINO'S SPV CANADIAN HOLDING COMPANY INC.,
DOMINO'S PIZZA DISTRIBUTION LLC and
DOMINO'S IP HOLDER LLC

SERIES 2018-1 4.328% FIXED RATE SENIOR SECURED NOTES, CLASS A-2-II

DOMINO'S PIZZA MASTER ISSUER LLC, a limited liability company formed under the laws of the State of Delaware, DOMINO'S SPV CANADIAN HOLDING COMPANY INC., a corporation incorporated under the laws of the State of Delaware, DOMINO'S PIZZA DISTRIBUTION LLC, a limited liability company formed under the laws of the State of Delaware, and DOMINO'S IP HOLDER LLC, a limited liability company formed under the laws of the State of Delaware (herein referred to, collectively, as the "Co-Issuers"), for value received, hereby promise to pay to CEDE & CO. or registered assigns, up to the principal sum of [____] DOLLARS ($[____]) as provided below and in the Indenture referred to herein. Payments of principal shall be payable in the amounts and at the times set forth in the Indenture described herein; provided, however, that the entire unpaid principal amount of this Note shall be due on July 25, 2048 (the "Series 2018-1 Legal Final Maturity Date"). The Co-Issuers will pay interest on this Restricted Global Series 2018-1 Class A-2-II Note (this "Note") at the applicable Series 2018-1 Note Rate for each Interest Period in accordance with the terms of the Indenture. Such interest will be payable in arrears on each Quarterly Payment Date, which will be on the 25th day (or, if such 25th day is not a Business Day, the next succeeding Business Day) of each January, April, July and October, commencing July 25, 2018 (each, a "Quarterly Payment Date"). Such interest will accrue for each Quarterly Payment Date with respect to (i) initially, the period from and including April 24, 2018 to but excluding the first Quarterly Payment Date and (ii) thereafter, the period from and including a Quarterly Payment Date to but excluding the following Quarterly Payment Date (each, an "Interest Period"). Interest with respect to the Notes (and interest on any defaulted payments of interest or principal) will be computed on the basis of a 360-day year consisting of twelve 30-day months. In addition, under the circumstances set forth in the Indenture, the Co-Issuers shall also pay contingent interest on this Note at the Series 2018-1 Class A-2 Post-ARD Contingent Interest Rate, and such contingent interest shall be computed and shall be payable in the amounts and at the times set forth in the Indenture.

The principal of and interest on this Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Co-Issuers with respect to this Note shall be applied as provided in the Indenture.

This Note is subject to mandatory and optional prepayment as set forth in the Indenture.

Interests in this Note are exchangeable or transferable in whole or in part for interests in a Regulation S Global Note or an Unrestricted Global Note; provided that such transfer or exchange complies with the applicable provisions of the Indenture relating to the transfer of the Notes. Interests in this Note in certain circumstances may also be exchangeable or transferable in whole but not in part for duly executed and issued registered Definitive Notes; provided that such transfer or exchange complies with Section 3.01(d) and Section 3.02 of the Series 2018-1 Supplement, as applicable.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note. Although a summary of certain provisions of the Indenture is set forth below and on the reverse hereof and made a part hereof, this Note does not purport to summarize the Indenture and reference is made to the Indenture for information with respect to the interests, rights, benefits, obligations, proceeds and duties evidenced hereby and the rights, duties and obligations of the Co-Issuers and the Trustee. A copy of the Indenture may be requested from the Trustee by writing to the Trustee at: Citibank, N.A., 388 Greenwich Street, New York, NY 10013, Attention: Agency & Trust — Domino’s Pizza Master Issuer LLC. To the extent not defined herein, the capitalized terms used herein have the meanings ascribed to them in the Indenture.

Subject to the next following paragraph, the Co-Issuers hereby certify and declare that all acts, conditions and things required to be done and performed and to have happened prior to the creation of this Note and to constitute it as the valid obligation of the Co-Issuers enforceable in accordance with its terms, have been done and performed and have happened in due compliance with all applicable laws and in accordance with the terms of the Indenture.

Unless the certificate of authentication hereon has been executed by the Trustee whose name appears below by manual signature, this Note shall not be entitled to any benefit under the Indenture referred to on the reverse hereof, or be valid or obligatory for any purpose.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the Co-Issuers has caused this instrument to be signed, manually or in facsimile, by its Authorized Officer.

Date: __________

DOMINO'S PIZZA MASTER ISSUER LLC,
as Co-Issuer

____

By:
Name:
Title:

DOMINO'S SPV CANADIAN HOLDING COMPANY INC.,
as Co-Issuer

____

By:
Name:
Title:

DOMINO'S PIZZA DISTRIBUTION LLC,
as Co-Issuer

____

By:
Name:
Title:

DOMINO'S IP HOLDER LLC,
as Co-Issuer

____

By:
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2018-1 Class A-2-II Notes issued under the within-mentioned Indenture.

CITIBANK, N.A.,
as Trustee

____

By:
Authorized Signatory

[REVERSE OF NOTE]

This Note is one of a duly authorized issue of Series 2018-1 Class A-2-II Notes of the Co-Issuers designated as their $400,000,000 Series 2018-1 4.328% Fixed Rate Senior Secured Notes, Class A-2-II (herein called the "Series 2018-1 Class A-2-II Notes"), all issued under (i) the Amended and Restated Base Indenture, dated as of March 15, 2012 (such Amended and Restated Base Indenture, as amended, supplemented or modified, is herein called the "Base Indenture"), among the Co-Issuers and Citibank, N.A., as trustee (the "Trustee", which term includes any successor Trustee under the Base Indenture) and as securities intermediary, and (ii) a Series 2018-1 Supplement to the Base Indenture, dated as of April 24, 2018 (the "Series 2018-1 Supplement"), among the Co-Issuers, the Trustee and Citibank, N.A., as Series 2018-1 Securities Intermediary and calculation agent. The Base Indenture and the Series 2018-1 Supplement are referred to herein as the "Indenture". The Series 2018-1 Class A-2-II Notes are subject to all terms of the Indenture. All terms used in this Note that are defined in the Indenture, as supplemented, modified or amended, shall have the meanings assigned to them in or pursuant to the Indenture, as so supplemented, modified or amended.

The Series 2018-1 Class A-2-II Notes are and will be secured by the Collateral pledged as security therefor as provided in the Indenture.

The Notes will be issued in minimum denominations of $50,000 and integral multiples of $1,000 in excess thereof.

As provided for in the Indenture, the Series 2018-1 Class A-2-II Notes may be prepaid, in whole or in part, at the option of the Co-Issuers. In addition, the Series 2018-1 Class A-2-II Notes are subject to mandatory prepayment as provided for in the Indenture. In certain circumstances, the Co-Issuers will be obligated to pay the Series 2018-1 Class A-2 Make-Whole Prepayment Premium in connection with a mandatory or optional prepayment of the Series 2018-1 Class A-2-II Notes as described in the Indenture. As described above, the entire unpaid principal amount of this Note shall be due and payable on the Series 2018-1 Legal Final Maturity Date. All payments of principal of the Series 2018-1 Class A-2-II Notes will be made pro rata to the Series 2018-1 Class A-2-II Noteholders entitled thereto.

Principal of and interest on this Note which is payable on a Quarterly Payment Date or on any date on which payments are permitted to be made as provided for in the Indenture shall be paid to the Person in whose name this Note (or one or more predecessor Notes) is registered at the close of business on the applicable Record Date or Prepayment Record Date, as the case may be.

Interest and contingent interest, if any, will each accrue on the Series 2018-1 Class A-2-II Notes at the rates set forth in the Indenture. The interest and contingent interest, if any, will be computed on the basis set forth in the Indenture. The amount of interest payable on the Series 2018-1 Class A-2-II Notes on each Quarterly Payment Date will be calculated as set forth in the Indenture.

Payments of principal and interest on this Note are subordinated to the payment of certain other amounts in accordance with the Priority of Payments.

If an Event of Default shall occur and be continuing, this Note may become or be declared due and payable in the manner and with the effect provided in the Indenture.

Amounts payable in respect of this Note shall be made by wire transfer of immediately available funds to the account designated by DTC or its nominee.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of this Note may be registered on the Note Register upon surrender of this Note for registration of transfer at the office or agency designated by the Co-Issuers pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by,

the Series 2018-1 Class A-2-II Noteholder hereof or his attorney duly authorized in writing, with such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended, and accompanied by such other documents as the Trustee and the Registrar may require and as may be required by the Series 2018-1 Supplement, and thereupon one or more new Series 2018-1 Class A-2-II Notes of authorized denominations in the same aggregate principal amount will be issued to the designated transferee or transferees. No service charge will be charged for any registration of transfer or exchange of this Note, but the transferor may be required to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any such registration of transfer or exchange.

Each Series 2018-1 Class A-2-II Noteholder, by acceptance of a Series 2018-1 Class A-2-II Note, covenants and agrees that by accepting the benefits of the Indenture that prior to the date that is one year and one day after the payment in full of the latest maturing note issued under the Indenture, such Series 2018-1 Class A-2-II Noteholder will not institute against, or join with any other Person in instituting against, any Securitization Entity any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings, under any federal or state bankruptcy or similar law; provided, however, that nothing herein shall constitute a waiver of any right to indemnification, reimbursement or other payment from the Securitization Entities pursuant to the Indenture or any other Related Document.

It is the intent of the Co-Issuers and each Series 2018-1 Class A-2-II Noteholder that, for federal, state and local income and franchise tax purposes only, the Series 2018-1 Class A-2-II Notes will evidence indebtedness of the Co-Issuers secured by the Collateral. Each Series 2018-1 Class A-2-II Noteholder, by the acceptance of this Note, agrees to treat this Note (or beneficial interests herein) for purposes of federal, state and local income or franchise taxes and any other tax imposed on or measured by income, as indebtedness of the Co-Issuers or, if any Co-Issuer is treated as a division of another entity, such other entity.

The Indenture permits certain amendments to be made thereto without the consent of the Control Party, the Controlling Class Representative or any Series 2018-1 Class A-2-II Noteholders, provided that certain conditions precedent are satisfied. The Indenture also permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Co-Issuers and the rights of the Series 2018-1 Class A-2-II Noteholders under the Indenture at any time by the Co-Issuers with the consent of the Control Party (acting at the direction of the Controlling Class Representative) and without the consent of any Series 2018-1 Class A-2-II Noteholders. The Indenture also contains provisions permitting the Control Party (acting at the direction of the Controlling Class Representative) to waive compliance by the Co-Issuers with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences without the consent of any Series 2018-1 Class A-2-II Noteholders. Any such consent or waiver of this Note (or any one or more predecessor Notes) shall be conclusive and binding upon such Series 2018-1 Class A-2-II Noteholder and upon all future Series 2018-1 Class A-2-II Noteholders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

Each purchaser or transferee of this Note (or any interest herein) shall be deemed to represent and warrant that either (i) it is not acquiring or holding this Note (or any interest herein) for or on behalf of, or with the assets of, any plan, account or other arrangement that is subject to Title I of ERISA, Section 4975 of the Code, entities whose underlying assets are considered to include "plan assets" of such plans, accounts and arrangements under DOL regulations, as modified by Section 3(42) of

ERISA (collectively, "ERISA Plans") or with the assets or any plan, account or other arrangement that is subject to the provisions under any Similar Law, or (ii) its purchase and holding of this Note (or any interest herein) does not constitute and will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any applicable Similar Law.

The term "Co-Issuer" as used in this Note includes any successor to the Co-Issuers and any Additional Co-Issuers under the Indenture.

The Series 2018-1 Class A-2-II Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations set forth therein.

This Note and the Indenture shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Co-Issuers, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency herein prescribed.

ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee: ___________ FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto ___________

____

(name and address of assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints ___________, attorney, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ___________

By: ____[1]

Signature Guaranteed:

____

1 NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note, without alteration, enlargement or any change whatsoever.

SCHEDULE OF EXCHANGES IN RESTRICTED GLOBAL SERIES 2018-1
CLASS A-2-II NOTE

The initial principal balance of this Restricted Global Series 2018-1 Class A-2-II Note is $[____]. The following exchanges of an interest in this Restricted Global Series 2018-1 Class A-2-II Note for an interest in a corresponding Regulation S Global Series 2018-1 Class A-2-II Note or an Unrestricted Global Series 2018-1 Class A-2-II Note have been made:

Date	Amount of Increase (or Decrease) in the Principal Amount of this Restricted Global Note	Remaining Principal Amount of this Restricted Global Note following the Increase or Decrease	Signature of Authorized Officer of Trustee or Registrar

EXHIBIT A-5

THE ISSUANCE AND SALE OF THIS REGULATION S GLOBAL SERIES 2018-1 CLASS A-2-II NOTE (THIS "NOTE") HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER RELEVANT JURISDICTION, AND NONE OF DOMINO'S PIZZA MASTER ISSUER LLC, DOMINO'S PIZZA DISTRIBUTION LLC, DOMINO'S IP HOLDER LLC AND DOMINO'S SPV CANADIAN HOLDING COMPANY INC. (THE "CO-ISSUERS") HAS BEEN REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"). THIS NOTE OR ANY INTEREST HEREIN MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO DOMINO'S PIZZA MASTER ISSUER LLC OR AN AFFILIATE THEREOF, (B) IN THE UNITED STATES, TO EITHER AN INITIAL PURCHASER OR A SUBSEQUENT TRANSFEREE THAT IS NOT A COMPETITOR AND IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH SUCH INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE EXERCISES SOLE INVESTMENT DISCRETION OR (C) OUTSIDE THE UNITED STATES, TO AN INITIAL PURCHASER OR A SUBSEQUENT TRANSFEREE THAT IS NEITHER A COMPETITOR NOR A "U.S. PERSON" AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S") ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH SUCH INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE EXERCISES SOLE INVESTMENT DISCRETION, AND NONE OF WHICH ARE A U.S. PERSON, IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S, AND, IN EACH CASE, IN COMPLIANCE WITH THE CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE INDENTURE REFERRED TO HEREIN AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER RELEVANT JURISDICTION.

BY ITS ACQUISITION OR ACCEPTANCE HEREOF, THE HOLDER (IF NOT THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER) REPRESENTS THAT (A) IT IS NOT A COMPETITOR AND IS EITHER (X) A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH IT EXERCISES SOLE INVESTMENT DISCRETION EACH OF WHICH IS A QUALIFIED INSTITUTIONAL BUYER OR (Y) NOT A "U.S. PERSON" AS DEFINED IN REGULATION S, ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH IT EXERCISES SOLE INVESTMENT DISCRETION EACH OF WHICH IS NOT A "U.S. PERSON," IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S, (B) IT AND EACH ACCOUNT FOR WHICH IT IS PURCHASING WILL HOLD AND TRANSFER AT LEAST THE MINIMUM DENOMINATION OF NOTES, (C) IT UNDERSTANDS THAT THE CO-ISSUERS MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN THEIR NOTES FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES, (D) IT WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREES.

EACH INITIAL PURCHASER AND EACH SUBSEQUENT TRANSFEREE (IF NOT THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER) TAKING DELIVERY OF THIS NOTE OR AN INTEREST IN THIS NOTE WILL BE DEEMED TO HAVE MADE THE APPLICABLE REPRESENTATIONS AND AGREEMENTS REFERRED TO IN THE INDENTURE. EACH INITIAL PURCHASER AND EACH SUBSEQUENT TRANSFEREE TAKING DELIVERY OF THIS NOTE OR AN INTEREST IN THIS NOTE IN THE FORM OF AN INTEREST IN A REGULATION S GLOBAL NOTE OR AN UNRESTRICTED GLOBAL NOTE WILL BE REQUIRED TO DELIVER A TRANSFER CERTIFICATE IN THE FORM REQUIRED BY THE INDENTURE AND WILL BE REQUIRED TO MAKE THE APPLICABLE REPRESENTATIONS AND AGREEMENTS REFERRED TO IN THE INDENTURE.

ANY TRANSFER OF THIS NOTE IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT AND WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE CO-ISSUERS, THE TRUSTEE OR ANY INTERMEDIARY.

IF THIS NOTE WAS ACQUIRED IN THE UNITED STATES, AND THE HOLDER IS DETERMINED TO BE (I) A COMPETITOR OR (II) NOT TO HAVE BEEN A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF ACQUISITION OF THIS NOTE, THE CO-ISSUERS HAVE THE RIGHT TO REQUIRE SUCH HOLDER TO SELL THIS NOTE TO A PURCHASER THAT IS (I) NOT A COMPETITOR AND (II) A QUALIFIED INSTITUTIONAL BUYER. THE CO-ISSUERS ALSO HAVE THE RIGHT TO REFUSE TO HONOR A TRANSFER TO A TRANSFEREE TAKING DELIVERY IN THE FORM OF AN INTEREST IN A RULE 144A GLOBAL NOTE THAT IS DETERMINED TO HAVE BEEN A COMPETITOR OR NOT TO HAVE BEEN A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF THE TRANSFER.

IF THIS NOTE WAS ACQUIRED OUTSIDE THE UNITED STATES, AND THE HOLDER IS DETERMINED TO BE (I) A COMPETITOR OR (II) A “U.S. PERSON” THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF ACQUISITION OF THIS NOTE, THE CO-ISSUERS HAVE THE RIGHT TO REQUIRE SUCH HOLDER TO SELL THIS NOTE TO A PURCHASER THAT IS (I) NOT A COMPETITOR AND (II) EITHER IS A QUALIFIED INSTITUTIONAL BUYER OR NOT A “U.S. PERSON” IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S. THE CO-ISSUERS ALSO HAVE THE RIGHT TO REFUSE TO HONOR A TRANSFER TO A TRANSFEREE TAKING DELIVERY IN THE FORM OF AN INTEREST IN A REGULATION GLOBAL NOTE THAT IS DETERMINED TO HAVE BEEN A COMPETITOR OR A “U.S. PERSON.”

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY (“DTC”), A NEW YORK CORPORATION, 55 WATER STREET, NEW YORK, NEW YORK 10004, OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN DTC OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE CO-ISSUERS OR THE REGISTRAR, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE THE REGISTERED OWNER, CEDE & CO., HAS AN INTEREST HEREIN.

UNTIL 40 DAYS AFTER THE ORIGINAL ISSUE DATE OF THE NOTES (THE “RESTRICTED PERIOD”) IN CONNECTION WITH THE OFFERING OF THE NOTES IN THE UNITED STATES FROM OUTSIDE OF THE UNITED STATES, THE SALE, PLEDGE OR TRANSFER OF THIS NOTE IS SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS. THE HOLDER HEREOF, BY PURCHASING OR OTHERWISE ACQUIRING THIS NOTE, ACKNOWLEDGES THAT SUCH HOLDER IS NOT A “U.S. PERSON” AS DEFINED IN

REGULATION S, THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER, AND THAT THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND AGREES FOR THE BENEFIT OF THE CO-ISSUERS THAT THIS NOTE MAY BE TRANSFERRED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY TO A PERSON THAT IS NOT A “U.S. PERSON” AS DEFINED IN REGULATION S, THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER AND IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS OF THE STATES, TERRITORIES AND POSSESSIONS OF THE UNITED STATES GOVERNING THE OFFER AND SALE OF SECURITIES, AND PRIOR TO THE EXPIRATION OF THE RESTRICTED PERIOD, ONLY (I) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT OR (II) PURSUANT TO AND IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT.

THE PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE TRUSTEE.

FORM OF REGULATION S GLOBAL SERIES 2018-1 CLASS A-2-II NOTE

No. S- up to $[____]

SEE REVERSE FOR CERTAIN CONDITIONS

CUSIP Number: U2583E AK3
ISIN Number: USU2583EAK39
Common Code: 181455039

DOMINO’S PIZZA MASTER ISSUER LLC,
DOMINO’S SPV CANADIAN HOLDING COMPANY INC.,
DOMINO’S PIZZA DISTRIBUTION LLC and
DOMINO’S IP HOLDER LLC

SERIES 2018-1 4.328% FIXED RATE SENIOR SECURED NOTES, CLASS A-2-II

DOMINO’S PIZZA MASTER ISSUER LLC, a limited liability company formed under the laws of the State of Delaware, DOMINO’S SPV CANADIAN HOLDING COMPANY INC., a corporation incorporated under the laws of the State of Delaware, DOMINO’S PIZZA DISTRIBUTION LLC, a limited liability company formed under the laws of the State of Delaware, and DOMINO’S IP HOLDER LLC, a limited liability company formed under the laws of the State of Delaware (herein referred to, collectively, as the “Co-Issuers”), for value received, hereby promise to pay to CEDE & CO. or registered assigns, up to the principal sum of [____] DOLLARS ($[____]) as provided below and in the Indenture referred to herein. Payments of principal shall be payable in the amounts and at the times set forth in the Indenture described herein; provided, however, that the entire unpaid principal amount of this Note shall be due on July 25, 2048 (the “Series 2018-1 Legal Final Maturity Date”). The Co-Issuers will pay interest on this Regulation S Global Series 2018-1 Class A-2-II Note (this “Note”) at the applicable Series 2018-1 Note Rate for each Interest Period in accordance with the terms of the Indenture. Such interest will be payable in arrears on each Quarterly Payment Date, which will be on the 25th day (or, if such 25th day is not a Business Day, the next succeeding Business Day) of each January, April, July and October, commencing July 25, 2018 (each, a “Quarterly Payment Date”). Such interest will accrue for each Quarterly Payment Date with respect to (i) initially, the period from and including April 24, 2018 to but excluding the first Quarterly Payment Date and (ii) thereafter, the period from and including a Quarterly Payment Date to but excluding the following Quarterly Payment Date (each, an “Interest Period”). Interest with respect to the Notes (and interest on any defaulted payments of interest or principal) will be computed on the basis of a 360-day year consisting of twelve 30-day months. In addition, under the circumstances set forth in the Indenture, the Co-Issuers shall also pay contingent interest on this Note at the Series 2018-1 Class A-2 Post-ARD Contingent Interest Rate, and such contingent interest shall be computed and shall be payable in the amounts and at the times set forth in the Indenture.

The principal of and interest on this Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Co-Issuers with respect to this Note shall be applied as provided in the Indenture.

This Note is subject to mandatory and optional prepayment as set forth in the Indenture.

Interests in this Note are exchangeable or transferable in whole or in part for interests in a Restricted Global Note or an Unrestricted Global Note; provided that such transfer or exchange complies with the applicable provisions of the Indenture relating to the transfer of the Notes. Interests in this Note in certain circumstances may also be exchangeable or transferable in whole but not in part for duly executed and issued registered Definitive Notes; provided that such transfer or exchange complies with Section 3.01(d) and Section 3.02 of the Series 2018-1 Supplement, as applicable.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note. Although a summary of certain provisions of the Indenture is set forth below and on the reverse hereof and made a part hereof, this Note does not purport to summarize the Indenture and reference is made to the Indenture for information with respect to the interests, rights, benefits, obligations, proceeds and duties evidenced hereby and the rights, duties and obligations of the Co-Issuers and the Trustee. A copy of the Indenture may be requested from the Trustee by writing to the Trustee at: Citibank, N.A., 388 Greenwich Street, New York, NY 10013, Attention: Agency & Trust — Domino’s Pizza Master Issuer LLC. To the extent not defined herein, the capitalized terms used herein have the meanings ascribed to them in the Indenture.

Subject to the next following paragraph, the Co-Issuers hereby certify and declare that all acts, conditions and things required to be done and performed and to have happened prior to the creation of this Note and to constitute it as the valid obligation of the Co-Issuers enforceable in accordance with its terms, have been done and performed and have happened in due compliance with all applicable laws and in accordance with the terms of the Indenture.

Unless the certificate of authentication hereon has been executed by the Trustee whose name appears below by manual signature, this Note shall not be entitled to any benefit under the Indenture referred to on the reverse hereof, or be valid or obligatory for any purpose.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the Co-Issuers has caused this instrument to be signed, manually or in facsimile, by its Authorized Officer.

Date: ___________

DOMINO'S PIZZA MASTER ISSUER LLC,
as Co-Issuer

By:
Name:
Title:

DOMINO'S SPV CANADIAN HOLDING COMPANY INC.,
as Co-Issuer

By:
Name:
Title:

DOMINO'S PIZZA DISTRIBUTION LLC,
as Co-Issuer

By:
Name:
Title:

DOMINO'S IP HOLDER LLC,
as Co-Issuer

By:
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2018-1 Class A-2-II Notes issued under the within-mentioned Indenture.

CITIBANK, N.A.,
as Trustee

____

By:
Authorized Signatory

[REVERSE OF NOTE]

This Note is one of a duly authorized issue of Series 2018-1 Class A-2-II Notes of the Co-Issuers designated as their $400,000,000 Series 2018-1 4.328% Fixed Rate Senior Secured Notes, Class A-2-II (herein called the "Series 2018-1 Class A-2-II Notes"), all issued under (i) the Amended and Restated Base Indenture, dated as of March 15, 2012 (such Amended and Restated Base Indenture, as amended, supplemented or modified, is herein called the "Base Indenture"), among the Co-Issuers and Citibank, N.A., as trustee (the "Trustee", which term includes any successor Trustee under the Base Indenture) and as securities intermediary, and (ii) a Series 2018-1 Supplement to the Base Indenture, dated as of April 24, 2018 (the "Series 2018-1 Supplement"), among the Co-Issuers, the Trustee and Citibank, N.A., as Series 2018-1 Securities Intermediary and calculation agent. The Base Indenture and the Series 2018-1 Supplement are referred to herein as the "Indenture". The Series 2018-1 Class A-2-II Notes are subject to all terms of the Indenture. All terms used in this Note that are defined in the Indenture, as supplemented, modified or amended, shall have the meanings assigned to them in or pursuant to the Indenture, as so supplemented, modified or amended.

The Series 2018-1 Class A-2-II Notes are and will be secured by the Collateral pledged as security therefor as provided in the Indenture.

The Notes will be issued in minimum denominations of $50,000 and integral multiples of $1,000 in excess thereof.

As provided for in the Indenture, the Series 2018-1 Class A-2-II Notes may be prepaid, in whole or in part, at the option of the Co-Issuers. In addition, the Series 2018-1 Class A-2-II Notes are subject to mandatory prepayment as provided for in the Indenture. In certain circumstances, the Co-Issuers will be obligated to pay the Series 2018-1 Class A-2 Make-Whole Prepayment Premium in connection with a mandatory or optional prepayment of the Series 2018-1 Class A-2-II Notes as described in the Indenture. As described above, the entire unpaid principal amount of this Note shall be due and payable on the Series 2018-1 Legal Final Maturity Date. All payments of principal of the Series 2018-1 Class A-2-II Notes will be made pro rata to the Series 2018-1 Class A-2-II Noteholders entitled thereto.

Principal of and interest on this Note which is payable on a Quarterly Payment Date or on any date on which payments are permitted to be made as provided for in the Indenture shall be paid to the Person in whose name this Note (or one or more predecessor Notes) is registered at the close of business on the applicable Record Date or Prepayment Record Date, as the case may be.

Interest and contingent interest, if any, will each accrue on the Series 2018-1 Class A-2-II Notes at the rates set forth in the Indenture. The interest and contingent interest, if any, will be computed on the basis set forth in the Indenture. The amount of interest payable on the Series 2018-1 Class A-2-II Notes on each Quarterly Payment Date will be calculated as set forth in the Indenture.

Payments of principal and interest on this Note are subordinated to the payment of certain other amounts in accordance with the Priority of Payments.

If an Event of Default shall occur and be continuing, this Note may become or be declared due and payable in the manner and with the effect provided in the Indenture.

Amounts payable in respect of this Note shall be made by wire transfer of immediately available funds to the account designated by DTC or its nominee.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of this Note may be registered on the Note Register upon surrender of this Note for registration of transfer at the office or agency designated by the Co-Issuers pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by,

the Series 2018-1 Class A-2-II Noteholder hereof or his attorney duly authorized in writing, with such signature guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended, and accompanied by such other documents as the Trustee and the Registrar may require and as may be required by the Series 2018-1 Supplement, and thereupon one or more new Series 2018-1 Class A-2-II Notes of authorized denominations in the same aggregate principal amount will be issued to the designated transferee or transferees. No service charge will be charged for any registration of transfer or exchange of this Note, but the transferor may be required to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any such registration of transfer or exchange.

Each Series 2018-1 Class A-2-II Noteholder, by acceptance of a Series 2018-1 Class A-2-II Note, covenants and agrees that by accepting the benefits of the Indenture that prior to the date that is one year and one day after the payment in full of the latest maturing note issued under the Indenture, such Series 2018-1 Class A-2-II Noteholder will not institute against, or join with any other Person in instituting against, any Securitization Entity any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings, under any federal or state bankruptcy or similar law; provided, however, that nothing herein shall constitute a waiver of any right to indemnification, reimbursement or other payment from the Securitization Entities pursuant to the Indenture or any other Related Document.

It is the intent of the Co-Issuers and each Series 2018-1 Class A-2-II Noteholder that, for federal, state and local income and franchise tax purposes only, the Series 2018-1 Class A-2-II Notes will evidence indebtedness of the Co-Issuers secured by the Collateral. Each Series 2018-1 Class A-2-II Noteholder, by the acceptance of this Note, agrees to treat this Note (or beneficial interests herein) for purposes of federal, state and local income or franchise taxes and any other tax imposed on or measured by income, as indebtedness of the Co-Issuers or, if any Co-Issuer is treated as a division of another entity, such other entity.

The Indenture permits certain amendments to be made thereto without the consent of the Control Party, the Controlling Class Representative or any Series 2018-1 Class A-2-II Noteholders, provided that certain conditions precedent are satisfied. The Indenture also permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Co-Issuers and the rights of the Series 2018-1 Class A-2-II Noteholders under the Indenture at any time by the Co-Issuers with the consent of the Control Party (acting at the direction of the Controlling Class Representative) and without the consent of any Series 2018-1 Class A-2-II Noteholders. The Indenture also contains provisions permitting the Control Party (acting at the direction of the Controlling Class Representative) to waive compliance by the Co-Issuers with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences without the consent of any Series 2018-1 Class A-2-II Noteholders. Any such consent or waiver of this Note (or any one or more predecessor Notes) shall be conclusive and binding upon such Series 2018-1 Class A-2-II Noteholder and upon all future Series 2018-1 Class A-2-II Noteholders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

Each purchaser or transferee of this Note (or any interest herein) shall be deemed to represent and warrant that either (i) it is not acquiring or holding this Note (or any interest herein) for or on behalf of, or with the assets of, any plan, account or other arrangement that is subject to Title I of ERISA, Section 4975 of the Code, entities whose underlying assets are considered to include “plan assets” of such plans, accounts and arrangements under DOL regulations, as modified by Section 3(42) of

ERISA (collectively, "ERISA Plans") or with the assets or any plan, account or other arrangement that is subject to the provisions under any Similar Law, or (ii) its purchase and holding of this Note (or any interest herein) does not constitute and will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any applicable Similar Law.

The term "Co-Issuer" as used in this Note includes any successor to the Co-Issuers and any Additional Co-Issuers under the Indenture.

The Series 2018-1 Class A-2-II Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations set forth therein.

This Note and the Indenture shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Co-Issuers, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency herein prescribed.

ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee: __________ FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto __________

(name and address of assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints __________, attorney, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: __________

By: ____[1]

Signature Guaranteed:

____

1 NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note, without alteration, enlargement or any change whatsoever.

SCHEDULE OF EXCHANGES IN REGULATION S GLOBAL SERIES 2018-1
CLASS A-2-II NOTE

The initial principal balance of this Regulation S Global Series 2018-1 Class A-2-II Note is $[____]. The following exchanges of an interest in this Regulation S Global Series 2018-1 Class A-2-II Note for an interest in a corresponding Restricted Global Series 2018-1 Class A-2-II Note or an Unrestricted Global Series 2018-1 Class A-2-II Note have been made:

Date	Amount of Increase (or Decrease) in the Principal Amount of this Regulation S Global Note	Remaining Principal Amount of this Regulation S Global Note following the Increase or Decrease	Signature of Authorized Officer of Trustee or Registrar

EXHIBIT A-6

THE ISSUANCE AND SALE OF THIS UNRESTRICTED GLOBAL SERIES 2018-1 CLASS A-2-II NOTE (THIS "NOTE") HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER RELEVANT JURISDICTION, AND NONE OF DOMINO'S PIZZA MASTER ISSUER LLC, DOMINO'S PIZZA DISTRIBUTION LLC, DOMINO'S IP HOLDER LLC AND DOMINO'S SPV CANADIAN HOLDING COMPANY INC. (THE "CO-ISSUERS") HAS BEEN REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"). THIS NOTE OR ANY INTEREST HEREIN MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO DOMINO'S PIZZA MASTER ISSUER LLC OR AN AFFILIATE THEREOF, (B) IN THE UNITED STATES, TO EITHER AN INITIAL PURCHASER OR A SUBSEQUENT TRANSFEREE THAT IS NOT A COMPETITOR AND IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH SUCH INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE EXERCISES SOLE INVESTMENT DISCRETION OR (C) OUTSIDE THE UNITED STATES, TO AN INITIAL PURCHASER OR A SUBSEQUENT TRANSFEREE THAT IS NEITHER A COMPETITOR NOR A "U.S. PERSON" AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S") ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH SUCH INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE EXERCISES SOLE INVESTMENT DISCRETION, AND NONE OF WHICH ARE A U.S. PERSON, IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S, AND, IN EACH CASE, IN COMPLIANCE WITH THE CERTIFICATIONS AND OTHER REQUIREMENTS SPECIFIED IN THE INDENTURE REFERRED TO HEREIN AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER RELEVANT JURISDICTION.

BY ITS ACQUISITION OR ACCEPTANCE HEREOF, THE HOLDER (IF NOT THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER) REPRESENTS THAT (A) IT IS NOT A COMPETITOR AND IS EITHER (X) A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH IT EXERCISES SOLE INVESTMENT DISCRETION EACH OF WHICH IS A QUALIFIED INSTITUTIONAL BUYER OR (Y) NOT A "U.S. PERSON" AS DEFINED IN REGULATION S, ACTING FOR ITS OWN ACCOUNT OR ONE OR MORE ACCOUNTS WITH RESPECT TO WHICH IT EXERCISES SOLE INVESTMENT DISCRETION EACH OF WHICH IS NOT A "U.S. PERSON," IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S, (B) IT AND EACH ACCOUNT FOR WHICH IT IS PURCHASING WILL HOLD AND TRANSFER AT LEAST THE MINIMUM DENOMINATION OF NOTES, (C) IT UNDERSTANDS THAT THE CO-ISSUERS MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN THEIR NOTES FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES, (D) IT WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREES.

EACH INITIAL PURCHASER AND EACH SUBSEQUENT TRANSFEREE (IF NOT THE MASTER ISSUER OR AN AFFILIATE OF THE MASTER ISSUER) TAKING DELIVERY OF THIS NOTE OR AN INTEREST IN THIS NOTE WILL BE DEEMED TO HAVE MADE THE APPLICABLE REPRESENTATIONS AND AGREEMENTS REFERRED TO IN THE INDENTURE. EACH INITIAL PURCHASER AND EACH SUBSEQUENT TRANSFEREE TAKING DELIVERY OF THIS NOTE OR AN INTEREST IN THIS NOTE IN THE FORM OF AN INTEREST IN A REGULATION S GLOBAL NOTE OR AN UNRESTRICTED GLOBAL NOTE WILL BE REQUIRED TO DELIVER A TRANSFER CERTIFICATE IN THE FORM REQUIRED BY THE INDENTURE AND WILL BE REQUIRED TO MAKE THE APPLICABLE REPRESENTATIONS AND AGREEMENTS REFERRED TO IN THE INDENTURE.

ANY TRANSFER OF THIS NOTE IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT AND WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE INITIAL PURCHASER OR SUBSEQUENT TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE CO-ISSUERS, THE TRUSTEE OR ANY INTERMEDIARY.

IF THIS NOTE WAS ACQUIRED IN THE UNITED STATES, AND THE HOLDER IS DETERMINED TO BE (I) A COMPETITOR OR (II) NOT TO HAVE BEEN A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF ACQUISITION OF THIS NOTE, THE CO-ISSUERS HAVE THE RIGHT TO REQUIRE SUCH HOLDER TO SELL THIS NOTE TO A PURCHASER THAT IS (I) NOT A COMPETITOR AND (II) A QUALIFIED INSTITUTIONAL BUYER. THE CO-ISSUERS ALSO HAVE THE RIGHT TO REFUSE TO HONOR A TRANSFER TO A TRANSFEREE TAKING DELIVERY IN THE FORM OF AN INTEREST IN A RULE 144A GLOBAL NOTE THAT IS DETERMINED TO HAVE BEEN A COMPETITOR OR NOT TO HAVE BEEN A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF THE TRANSFER.

IF THIS NOTE WAS ACQUIRED OUTSIDE THE UNITED STATES, AND THE HOLDER IS DETERMINED TO BE (I) A COMPETITOR OR (II) A “U.S. PERSON” THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AT THE TIME OF ACQUISITION OF THIS NOTE, THE CO-ISSUERS HAVE THE RIGHT TO REQUIRE SUCH HOLDER TO SELL THIS NOTE TO A PURCHASER THAT IS (I) NOT A COMPETITOR AND (II) EITHER IS A QUALIFIED INSTITUTIONAL BUYER OR NOT A “U.S. PERSON” IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S. THE CO-ISSUERS ALSO HAVE THE RIGHT TO REFUSE TO HONOR A TRANSFER TO A TRANSFEREE TAKING DELIVERY IN THE FORM OF AN INTEREST IN A REGULATION GLOBAL NOTE THAT IS DETERMINED TO HAVE BEEN A COMPETITOR OR A “U.S. PERSON.”

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY (“DTC”), A NEW YORK CORPORATION, 55 WATER STREET, NEW YORK, NEW YORK 10004, OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN DTC OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE CO-ISSUERS OR THE REGISTRAR, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE THE REGISTERED OWNER, CEDE & CO., HAS AN INTEREST HEREIN.

THE PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE TRUSTEE.

FORM OF UNRESTRICTED GLOBAL SERIES 2018-1 CLASS A-2-II NOTE

No. U- up to $[____]

SEE REVERSE FOR CERTAIN CONDITIONS

CUSIP Number: U2583E AK3
ISIN Number: USU2583EAK39
Common Code: 181455039

DOMINO'S PIZZA MASTER ISSUER LLC,
DOMINO'S SPV CANADIAN HOLDING COMPANY INC.,
DOMINO'S PIZZA DISTRIBUTION LLC and
DOMINO'S IP HOLDER LLC

SERIES 2018-1 4.328% FIXED RATE SENIOR SECURED NOTES, CLASS A-2-II

DOMINO'S PIZZA MASTER ISSUER LLC, a limited liability company formed under the laws of the State of Delaware, DOMINO'S SPV CANADIAN HOLDING COMPANY INC., a corporation incorporated under the laws of the State of Delaware, DOMINO'S PIZZA DISTRIBUTION LLC, a limited liability company formed under the laws of the State of Delaware, and DOMINO'S IP HOLDER LLC, a limited liability company formed under the laws of the State of Delaware (herein referred to, collectively, as the "Co-Issuers"), for value received, hereby promise to pay to CEDE & CO. or registered assigns, up to the principal sum of [____] DOLLARS ($[____]) as provided below and in the Indenture referred to herein. Payments of principal shall be payable in the amounts and at the times set forth in the Indenture described herein; provided, however, that the entire unpaid principal amount of this Note shall be due on July 25, 2048 (the "Series 2018-1 Legal Final Maturity Date"). The Co-Issuers will pay interest on this Unrestricted Global Series 2018-1 Class A-2-II Note (this "Note") at the applicable Series 2018-1 Note Rate for each Interest Period in accordance with the terms of the Indenture. Such interest will be payable in arrears on each Quarterly Payment Date, which will be on the 25th day (or, if such 25th day is not a Business Day, the next succeeding Business Day) of each January, April, July and October, commencing July 25, 2018 (each, a "Quarterly Payment Date"). Such interest will accrue for each Quarterly Payment Date with respect to (i) initially, the period from and including April 24, 2018 to but excluding the first Quarterly Payment Date and (ii) thereafter, the period from and including a Quarterly Payment Date to but excluding the following Quarterly Payment Date (each, an "Interest Period"). Interest with respect to the Notes (and interest on any defaulted payments of interest or principal) will be computed on the basis of a 360-day year consisting of twelve 30-day months. In addition, under the circumstances set forth in the Indenture, the Co-Issuers shall also pay contingent interest on this Note at the Series 2018-1 Class A-2 Post-ARD

Contingent Interest Rate, and such contingent interest shall be computed and shall be payable in the amounts and at the times set forth in the Indenture.

The principal of and interest on this Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Co-Issuers with respect to this Note shall be applied as provided in the Indenture.

This Note is subject to mandatory and optional prepayment as set forth in the Indenture.

Interests in this Note are exchangeable or transferable in whole or in part for interests in a Restricted Global Note or a Regulation S Global Note; provided that such transfer or exchange complies with the applicable provisions of the Indenture relating to the transfer of the Notes. Interests in this Note in certain circumstances may also be exchangeable or transferable in whole but not in part for duly executed and issued registered Definitive Notes; provided that such transfer or exchange complies with Section 3.01(d) and Section 3.02 of the Series 2018-1 Supplement, as applicable.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note. Although a summary of certain provisions of the Indenture is set forth below and on the reverse hereof and made a part hereof, this Note does not purport to summarize the Indenture and reference is made to the Indenture for information with respect to the interests, rights, benefits, obligations, proceeds and duties evidenced hereby and the rights, duties and obligations of the Co-Issuers and the Trustee. A copy of the Indenture may be requested from the Trustee by writing to the Trustee at: Citibank, N.A., 388 Greenwich Street, New York, NY 10013, Attention: Agency & Trust — Domino's Pizza Master Issuer LLC. To the extent not defined herein, the capitalized terms used herein have the meanings ascribed to them in the Indenture.

Subject to the next following paragraph, the Co-Issuers hereby certify and declare that all acts, conditions and things required to be done and performed and to have happened prior to the creation of this Note and to constitute it as the valid obligation of the Co-Issuers enforceable in accordance with its terms, have been done and performed and have happened in due compliance with all applicable laws and in accordance with the terms of the Indenture.

Unless the certificate of authentication hereon has been executed by the Trustee whose name appears below by manual signature, this Note shall not be entitled to any benefit under the Indenture referred to on the reverse hereof, or be valid or obligatory for any purpose.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the Co-Issuers has caused this instrument to be signed, manually or in facsimile, by its Authorized Officer.

Date: ___________

DOMINO’S PIZZA MASTER ISSUER LLC,
as Co-Issuer

____
By:
Name:
Title:

DOMINO’S SPV CANADIAN HOLDING COMPANY INC.,
as Co-Issuer

____
By:
Name:
Title:

DOMINO’S PIZZA DISTRIBUTION LLC,
as Co-Issuer

____
By:
Name:
Title:

DOMINO’S IP HOLDER LLC,
as Co-Issuer

____
By:
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2018-1 Class A-2-II Notes issued under the within-mentioned Indenture.

CITIBANK, N.A.,
as Trustee

____

By:
Authorized Signatory

[REVERSE OF NOTE]

This Note is one of a duly authorized issue of Series 2018-1 Class A-2-II Notes of the Co-Issuers designated as their $400,000,000 Series 2018-1 4.328% Fixed Rate Senior Secured Notes, Class A-2-II (herein called the "Series 2018-1 Class A-2-II Notes"), all issued under (i) the Amended and Restated Base Indenture, dated as of March 15, 2012 (such Amended and Restated Base Indenture, as amended, supplemented or modified, is herein called the "Base Indenture"), among the Co-Issuers and Citibank, N.A., as trustee (the "Trustee", which term includes any successor Trustee under the Base Indenture) and as securities intermediary, and (ii) a Series 2018-1 Supplement to the Base Indenture, dated as of April 24, 2018 (the "Series 2018-1 Supplement"), among the Co-Issuers, the Trustee and Citibank, N.A., as Series 2018-1 Securities Intermediary and calculation agent. The Base Indenture and the Series 2018-1 Supplement are referred to herein as the "Indenture". The Series 2018-1 Class A-2-II Notes are subject to all terms of the Indenture. All terms used in this Note that are defined in the Indenture, as supplemented, modified or amended, shall have the meanings assigned to them in or pursuant to the Indenture, as so supplemented, modified or amended.

The Series 2018-1 Class A-2-II Notes are and will be secured by the Collateral pledged as security therefor as provided in the Indenture.

The Notes will be issued in minimum denominations of $50,000 and integral multiples of $1,000 in excess thereof.

As provided for in the Indenture, the Series 2018-1 Class A-2-II Notes may be prepaid, in whole or in part, at the option of the Co-Issuers. In addition, the Series 2018-1 Class A-2-II Notes are subject to mandatory prepayment as provided for in the Indenture. In certain circumstances, the Co-Issuers will be obligated to pay the Series 2018-1 Class A-2 Make-Whole Prepayment Premium in connection with a mandatory or optional prepayment of the Series 2018-1 Class A-2-II Notes as described in the Indenture. As described above, the entire unpaid principal amount of this Note shall be due and payable on the Series 2018-1 Legal Final Maturity Date. All payments of principal of the Series 2018-1 Class A-2-II Notes will be made pro rata to the Series 2018-1 Class A-2-II Noteholders entitled thereto.

Principal of and interest on this Note which is payable on a Quarterly Payment Date or on any date on which payments are permitted to be made as provided for in the Indenture shall be paid to the Person in whose name this Note (or one or more predecessor Notes) is registered at the close of business on the applicable Record Date or Prepayment Record Date, as the case may be.

Interest and contingent interest, if any, will each accrue on the Series 2018-1 Class A-2-II Notes at the rates set forth in the Indenture. The interest and contingent interest, if any, will be computed on the basis set forth in the Indenture. The amount of interest payable on the Series 2018-1 Class A-2-II Notes on each Quarterly Payment Date will be calculated as set forth in the Indenture.

Payments of principal and interest on this Note are subordinated to the payment of certain other amounts in accordance with the Priority of Payments.

If an Event of Default shall occur and be continuing, this Note may become or be declared due and payable in the manner and with the effect provided in the Indenture.

Amounts payable in respect of this Note shall be made by wire transfer of immediately available funds to the account designated by DTC or its nominee.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of this Note may be registered on the Note Register upon surrender of this Note for registration of transfer at the office or agency designated by the Co-Issuers pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by,

the Series 2018-1 Class A-2-II Noteholder hereof or his attorney duly authorized in writing, with such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended, and accompanied by such other documents as the Trustee and the Registrar may require and as may be required by the Series 2018-1 Supplement, and thereupon one or more new Series 2018-1 Class A-2-II Notes of authorized denominations in the same aggregate principal amount will be issued to the designated transferee or transferees. No service charge will be charged for any registration of transfer or exchange of this Note, but the transferor may be required to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any such registration of transfer or exchange.

Each Series 2018-1 Class A-2-II Noteholder, by acceptance of a Series 2018-1 Class A-2-II Note, covenants and agrees that by accepting the benefits of the Indenture that prior to the date that is one year and one day after the payment in full of the latest maturing note issued under the Indenture, such Series 2018-1 Class A-2-II Noteholder will not institute against, or join with any other Person in instituting against, any Securitization Entity any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings, under any federal or state bankruptcy or similar law; provided, however, that nothing herein shall constitute a waiver of any right to indemnification, reimbursement or other payment from the Securitization Entities pursuant to the Indenture or any other Related Document.

It is the intent of the Co-Issuers and each Series 2018-1 Class A-2-II Noteholder that, for federal, state and local income and franchise tax purposes only, the Series 2018-1 Class A-2-II Notes will evidence indebtedness of the Co-Issuers secured by the Collateral. Each Series 2018-1 Class A-2-II Noteholder, by the acceptance of this Note, agrees to treat this Note (or beneficial interests herein) for purposes of federal, state and local income or franchise taxes and any other tax imposed on or measured by income, as indebtedness of the Co-Issuers or, if any Co-Issuer is treated as a division of another entity, such other entity.

The Indenture permits certain amendments to be made thereto without the consent of the Control Party, the Controlling Class Representative or any Series 2018-1 Class A-2-II Noteholders, provided that certain conditions precedent are satisfied. The Indenture also permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Co-Issuers and the rights of the Series 2018-1 Class A-2-II Noteholders under the Indenture at any time by the Co-Issuers with the consent of the Control Party (acting at the direction of the Controlling Class Representative) and without the consent of any Series 2018-1 Class A-2-II Noteholders. The Indenture also contains provisions permitting the Control Party (acting at the direction of the Controlling Class Representative) to waive compliance by the Co-Issuers with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences without the consent of any Series 2018-1 Class A-2-II Noteholders. Any such consent or waiver of this Note (or any one or more predecessor Notes) shall be conclusive and binding upon such Series 2018-1 Class A-2-II Noteholder and upon all future Series 2018-1 Class A-2-II Noteholders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

Each purchaser or transferee of this Note (or any interest herein) shall be deemed to represent and warrant that either (i) it is not acquiring or holding this Note (or any interest herein) for or on behalf of, or with the assets of, any plan, account or other arrangement that is subject to Title I of ERISA, Section 4975 of the Code, entities whose underlying assets are considered to include "plan assets" of such plans, accounts and arrangements under DOL regulations, as modified by Section 3(42) of

ERISA (collectively, "ERISA Plans") or with the assets or any plan, account or other arrangement that is subject to the provisions under any Similar Law, or (ii) its purchase and holding of this Note (or any interest herein) does not constitute and will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any applicable Similar Law.

The term "Co-Issuer" as used in this Note includes any successor to the Co-Issuers and any Additional Co-Issuers under the Indenture.

The Series 2018-1 Class A-2-II Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations set forth therein.

This Note and the Indenture shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Co-Issuers, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency herein prescribed.

ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee: __________ FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto __________

____

(name and address of assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints __________, attorney, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: __________

By: ____[1]

Signature Guaranteed:

____

1 NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note, without alteration, enlargement or any change whatsoever.

SCHEDULE OF EXCHANGES IN UNRESTRICTED GLOBAL SERIES 2018-1
CLASS A-2-II NOTE

The initial principal balance of this Unrestricted Global Series 2018-1 Class A-2-II Note is $[____]. The following exchanges of an interest in this Unrestricted Global Series 2018-1 Class A-2-II Note for an interest in a corresponding Restricted Global Series 2018-1 Class A-2-II Note or a Regulation S Global Series 2018-1 Class A-2-II Note have been made:

Date	Amount of Increase (or Decrease) in the Principal Amount of this Unrestricted Global Note	Remaining Principal Amount of this Unrestricted Global Note following the Increase or Decrease	Signature of Authorized Officer of Trustee or Registrar

EXHIBIT B-1

FORM OF TRANSFEREE CERTIFICATE FOR
SERIES 2018-1 CLASS A-2-I NOTES OR SERIES 2018-1 CLASS A-2-II NOTES
FOR TRANSFERS OF INTERESTS IN RESTRICTED GLOBAL NOTES TO INTERESTS IN
REGULATION S GLOBAL NOTES

Citibank, N.A.,
as Trustee
480 Washington Boulevard, 30th Floor
Jersey City, New Jersey 07310
Attention: Securities Window – Domino's Pizza Master Issuer LLC

Re: Domino's Pizza Master Issuer LLC; Domino's SPV Canadian Holding Company Inc.;
Domino's Pizza Distribution LLC; Domino's IP Holder LLC [$425,000,000 Series 2018-1 4.116% Fixed Rate Senior Secured Notes, Class A-2-I][$400,000,000 Series 2018-1 4.328% Fixed Rate Senior Secured Notes, Class A-2-II] (the "Notes")

Reference is hereby made to (i) the Amended and Restated Base Indenture, dated as of March 15, 2012 (the "Base Indenture"), among Domino's Pizza Master Issuer LLC, Domino's Pizza Distribution LLC, Domino's IP Holder LLC, and Domino's SPV Canadian Holding Company Inc., as co-issuers (the "Co-Issuers"), and Citibank, N.A., as trustee (the "Trustee") and as securities intermediary, and (ii) the Series 2018-1 Supplement to the Base Indenture, dated as of April 24, 2018 (the "Series 2018-1 Supplement" and, together with the Base Indenture, the "Indenture"), among the Co-Issuers, the Trustee and Citibank, N.A., as Series 2018-1 Securities Intermediary and calculation agent. Capitalized terms used but not defined herein shall have the meanings assigned to them pursuant to the Indenture.

This certificate relates to U.S. $[____] aggregate principal amount of Notes which are held in the form of an interest in a Restricted Global Note with DTC (CUSIP (CINS) No. [__________]) in the name of [__________] [name of transferor] (the "Transferor"), who wishes to effect the transfer of such Notes in exchange for an equivalent beneficial interest in a Regulation S Global Note in the name of [__________] [name of transferee] (the "Transferee").

In connection with such request, and in respect of such Notes, the Transferee does hereby certify that either (A) the Transferee is the Master Issuer or an Affiliate of the Master Issuer or (B) such Notes are being transferred (i) in accordance with the transfer restrictions set forth in the Indenture and the Offering Memorandum dated April 18, 2018, relating to the Notes, (ii) pursuant to an exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction and (iii) to a Person who is not a Competitor.

In addition, the Transferee hereby represents, warrants and covenants for the benefit of the Co-Issuers, the Registrar and the Trustee that either the Transferee is the Master Issuer or an Affiliate of the Master Issuer, or:

1. the Transferee is not a "U.S. person" as defined in Regulation S under the Securities Act (a "U.S. Person");

2. at the time the buy order was originated, the Transferee was outside of the United States and was not purchasing the interest in the Notes for a U.S. Person or for the account or benefit of a U.S. Person;

3. no directed selling efforts have been made in contravention of the requirements of Rule 903(a) or 904(a) of Regulation S, as applicable;

4. the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act, and the Transferee is aware that the sale to it is being made in reliance on an exemption from the registration requirements of the Securities Act provided by Regulation S;

5. if the sale is made during a restricted period and the provisions of Rule 903(b)(2) or (3) or Rule 904(b)(1) of Regulation S are applicable thereto, the Transferee confirms that such sale has been made in accordance with the applicable provisions of Rule 903(b)(2) or (3) or Rule 904(b)(1), as the case may be;

6. the Transferee is acquiring the Notes for its own account or the account of another person, who is not a U.S. Person, with respect to which it exercises sole investment discretion;

7. the Transferee is not purchasing the Notes with a view to the resale, distribution or other disposition thereof in the United States or to a U.S. Person;

8. the Transferee has not been formed for the purpose of investing in the Notes, except where each beneficial owner is not a U.S. Person;

9. the Transferee will, and each account for which it is purchasing will, hold and transfer at least the minimum denomination of Notes;

10. the Transferee understands that the Manager, the Co-Issuers and the Servicer may receive a list of participants holding positions in the Notes from one or more book-entry depositories;

11. the Transferee understands that the Manager, the Co-Issuers and the Servicer may receive a list of Note Owners that have requested access to the password-protected website of the Trustee or that have voluntarily registered as a Note Owner with the Trustee;

12. the Transferee will provide to each person to whom it transfers Notes notices of any restrictions on transfer of such Notes;

13. the Transferee understands that (a) the Notes are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, (b) the Notes have not been registered under the Securities Act, (c) such Notes may be offered, resold, pledged or otherwise transferred only (i) to the Master Issuer or an Affiliate of the Master Issuer, (ii) in the United States to a Person who the seller reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A and who is not a Competitor, (iii) outside the United States to a Person who is not a U.S. Person in a transaction meeting the requirements of Regulation S and who is not a Competitor or (iv) to a Person that is not a Competitor in a transaction exempt from the registration requirements of the Securities Act and the applicable securities laws of any state of the United States and any other jurisdiction, in each such case in accordance with the Indenture and any applicable securities laws of any state of the United States and (d) the Transferee will, and each subsequent holder of a Note is required to, notify any subsequent purchaser of a Note of the resale restrictions set forth in clause (c) above;

14. the Transferee understands that the Notes will bear the legend set out in the applicable form of Series 2018-1 Class A-2 Notes attached to the Series 2018-1 Supplement and be subject to the restrictions on transfer described in such legend;

15. either (i) it is not acquiring or holding the Notes (or any interest therein) for or on behalf of, or with the assets of, any plan, account or other arrangement that is subject to Title I of ERISA,

Section 4975 of the Code, entities whose underlying assets are considered to include “plan assets” of such plans, accounts and arrangements under DOL regulations, as modified by Section 3(42) of ERISA (collectively, “ERISA Plans”) or with the assets or any plan, account or other arrangement that is subject to the provisions under any Similar Law, or (ii) its purchase and holding of the Notes (or any interest therein) does not constitute and will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any applicable Similar Law;

16. the Transferee understands that any subsequent transfer of the Notes or any interest therein is subject to certain restrictions and conditions set forth in the Indenture and the Transferee agrees to be bound by, and not to resell, pledge or otherwise transfer the Notes or any interest therein except in compliance with, such restrictions and conditions and the Securities Act;

17. if the Transferee is an ERISA Plan or is purchasing or holding the Notes on behalf of or with “plan assets” of any ERISA Plan, for so long as the DOL’s Reg. Sections 29 C.F.R. 2510.3-21(a) and (c)(1) as promulgated on April 8, 2016 (81 Fed. Reg. 20,997) are in effect, (a) none of the Transaction Parties has acted as such ERISA Plan’s fiduciary, or has been relied upon for any advice, with respect to such ERISA Plan’s decision to acquire and hold the Notes and none of the Transaction Parties will at any time be relied upon as such ERISA Plan’s fiduciary with respect to any decision to acquire, continue to hold or transfer the Notes and (b) the decision to acquire and hold the Notes has been made by a duly authorized fiduciary who is independent of the Transaction Parties and who (i) is a (A) bank as defined in Section 202 of the Advisers Act or similar institution that is regulated and supervised and subject to periodic examination by a state or federal agency of the United States, (B) insurance carrier which is qualified under the laws of more than one state of the United States to perform the services of managing, acquiring or disposing of assets of such an ERISA Plan, (C) investment adviser registered under the Advisers Act or, if not registered an as investment adviser under the Advisers Act by reason of paragraph (1) of Section 203A of the Advisers Act, is registered as an investment adviser under the laws of the state (referred to in such paragraph (1)) in which it maintains its principal office and place of business, (D) broker-dealer registered under the Securities Exchange Act of 1934, as amended or (E) “independent fiduciary” within the meaning of US Code of Federal Regulations 29 C.F.R. Section 2510.3-21(c), as amended from time to time, that holds or has at least $50 million of assets under management or control and will at all times that such ERISA Plan holds the Notes hold or have under management or control, total assets of at least $50 million, (ii) in the case of an ERISA Plan that is an IRA, is not the IRA owner, beneficiary of the IRA or relative of the IRA owner or beneficiary, (iii) is capable of evaluating investment risks independently, both in general and with regard to the prospective investment in the Notes, (iv) is a fiduciary under ERISA or the Code, or both, with respect to the decision to acquire and hold the Notes, (v) has exercised independent judgment in evaluating whether to invest the assets of such ERISA Plan in the Notes, (vi) understands and has been fairly informed of the existence and the nature of the financial interests of the Transaction Parties in connection with such ERISA Plan’s acquisition of the Notes, (vii) understands that the Transaction Parties are not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity to such ERISA Plan, in connection with such ERISA Plan’s acquisition of the Notes and (viii) confirms that no fee or other compensation will be paid directly to any of the Transaction Parties by such ERISA Plan, or any fiduciary, participant or beneficiary of such ERISA Plan, for the provision of investment advice (as opposed to other services) in connection with such ERISA Plan’s acquisition of the Notes (it being understood that the foregoing representations are intended to comply with the DOL’s Reg. Sections 29 C.F.R. 2510.3-21(a) and (c)(1) as promulgated on April 8, 2016 (81 Fed. Reg. 20,997) and that if these regulations are revoked, repealed or no longer effective, these representations shall be deemed to be no longer in effect);

18. the Transferee is not a Competitor; and

19. the Transferee is:

____ (check if applicable) a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code") and a properly completed and signed Internal Revenue Service ("IRS") Form W-9 (or applicable successor form) is attached hereto; or

____ (check if applicable) not a "United States person" within the meaning of Section 7701(a)(30) of the Code and a properly completed and signed IRS Form W-8 (or applicable successor form) is attached hereto.

The representations made pursuant to clause 5 above shall be deemed to be made on each day from the date the Transferee acquires any interest in any Note through and including the date on which such Transferee disposes of its interest in the applicable Note. The Transferee agrees to provide prompt written notice to each of the Co-Issuers, the Registrar and the Trustee of any change of the status of the Transferee that would cause it to breach the representations made in clause 5 above. The Transferee further agrees to indemnify and hold harmless the Co-Issuers, the Trustee, the Registrar and the Initial Purchasers and their respective affiliates from any cost, damage or loss incurred by them as a result of the inaccuracy or breach of the foregoing representations, warranties and agreements in this clause and clause 5 above. Any purported transfer of the Notes (or interest therein) that does not comply with the requirements of this clause and clause 5 above shall be null and void *ab initio*.

The Transferee understands that the Co-Issuers, the Trustee, the Registrar and their respective counsel will rely upon the accuracy and truth of the foregoing representations, and are irrevocably authorized to produce this certificate or a copy thereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby, and the Transferee hereby consents to such reliance and authorization.

[Name of Transferee]

By: ______________________________
Name:
Title:

Dated: ______, ____

Taxpayer Identification Number:
Wire Instructions for Payments:
Bank: ______________________________
Address: ______________________________
Bank ABA #: ______________________________
Account No.: ______________________________
FAO: ______________________________
Attention: ______________________________

Address for Notices:

Tel: ______________________________
Fax: ______________________________
Attn.: ______________________________

Registered Name (if Nominee):

cc: Domino's Pizza Master Issuer LLC
Domino's Pizza Distribution LLC
Domino's IP Holder LLC
Domino's SPV Canadian Holding Company Inc.
24 Frank Lloyd Wright Drive
P.O. Box 485
Ann Arbor, Michigan 48106

EXHIBIT B-2

FORM OF TRANSFEREE CERTIFICATE FOR
SERIES 2018-1 CLASS A-2-I NOTES OR SERIES 2018-1 CLASS A-2-II NOTES
FOR TRANSFERS OF INTERESTS IN RESTRICTED GLOBAL NOTES TO INTERESTS IN
UNRESTRICTED GLOBAL NOTES

Citibank, N.A.,
as Trustee
480 Washington Boulevard, 30th Floor
Jersey City, New Jersey 07310
Attention: Securities Window – Domino’s Pizza Master Issuer LLC

Re: Domino’s Pizza Master Issuer LLC; Domino’s SPV Canadian Holding Company Inc.;
Domino’s Pizza Distribution LLC; Domino’s IP Holder LLC [$425,000,000 Series 2018-1 4.116% Fixed Rate Senior Secured Notes, Class A-2-I][$400,000,000 Series 2018-1 4.328% Fixed Rate Senior Secured Notes, Class A-2-II] (the “Notes”)

Reference is hereby made to (i) the Amended and Restated Base Indenture, dated as of March 15, 2012 (the “Base Indenture”), among Domino’s Pizza Master Issuer LLC, Domino’s Pizza Distribution LLC, Domino’s IP Holder LLC, and Domino’s SPV Canadian Holding Company Inc., as co-issuers (the “Co-Issuers”), and Citibank, N.A., as trustee (the “Trustee”) and as securities intermediary, and (ii) the Series 2018-1 Supplement to the Base Indenture, dated as of April 24, 2018 (the “Series 2018-1 Supplement” and, together with the Base Indenture, the “Indenture”), among the Co-Issuers, the Trustee and Citibank, N.A., as Series 2018-1 Securities Intermediary and calculation agent. Capitalized terms used but not defined herein shall have the meanings assigned to them pursuant to the Indenture.

This certificate relates to U.S. $[____] aggregate principal amount of Notes which are held in the form of an interest in a Restricted Global Note with DTC (CUSIP (CINS) No. [__________]) in the name of [__________] [name of transferor] (the “Transferor”), who wishes to effect the transfer of such Notes in exchange for an equivalent beneficial interest in an Unrestricted Global Note in the name of [__________] [name of transferee] (the “Transferee”).

In connection with such request, and in respect of such Notes, the Transferee does hereby certify that either (A) the Transferee is the Master Issuer or an Affiliate of the Master Issuer or (B) such Notes are being transferred (i) in accordance with the transfer restrictions set forth in the Indenture and the Offering Memorandum dated April 18, 2018, relating to the Notes, (ii) pursuant to an exemption from registration under the Securities Act of 1933, as amended (the “Securities Act”), and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction and (iii) to a Person who is not a Competitor.

In addition, the Transferee hereby represents, warrants and covenants for the benefit of the Co-Issuers, the Registrar and the Trustee that either the Transferee is the Master Issuer or an Affiliate of the Master Issuer, or:

1. the Transferee is not a “U.S. person” as defined in Regulation S under the Securities Act (a “U.S. Person”);

2. at the time the buy order was originated, the Transferee was outside of the United States and was not purchasing the interest in the Notes for a U.S. Person or for the account or benefit of a U.S. Person;

3. no directed selling efforts have been made in contravention of the requirements of Rule 903(a) or 904(a) of Regulation S, as applicable;

4. the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act, and the Transferee is aware that the sale to it is being made in reliance on an exemption from the registration requirements of the Securities Act provided by Regulation S;

5. the Transferee is acquiring the Notes for its own account or the account of another person, who is not a U.S. Person, with respect to which it exercises sole investment discretion;

6. the Transferee is not purchasing the Notes with a view to the resale, distribution or other disposition thereof in the United States or to a U.S. Person;

7. the Transferee has not been formed for the purpose of investing in the Notes, except where each beneficial owner is not a U.S. Person;

8. the Transferee will, and each account for which it is purchasing will, hold and transfer at least the minimum denomination of Notes;

9. the Transferee understands that the Manager, the Co-Issuers and the Servicer may receive a list of participants holding positions in the Notes from one or more book-entry depositories;

10. the Transferee understands that the Manager, the Co-Issuers and the Servicer may receive a list of Note Owners that have requested access to the password-protected website of the Trustee or that have voluntarily registered as a Note Owner with the Trustee;

11. the Transferee will provide to each person to whom it transfers Notes notices of any restrictions on transfer of such Notes;

12. the Transferee understands that (a) the Notes are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, (b) the Notes have not been registered under the Securities Act, (c) such Notes may be offered, resold, pledged or otherwise transferred only (i) to the Master Issuer or an Affiliate of the Master Issuer, (ii) in the United States to a Person who the seller reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A and who is not a Competitor, (iii) outside the United States to a Person who is not a U.S. Person in a transaction meeting the requirements of Regulation S and who is not a Competitor or (iv) to a Person that is not a Competitor in a transaction exempt from the registration requirements of the Securities Act and the applicable securities laws of any state of the United States and any other jurisdiction, in each such case in accordance with the Indenture and any applicable securities laws of any state of the United States and (d) the Transferee will, and each subsequent holder of a Note is required to, notify any subsequent purchaser of a Note of the resale restrictions set forth in clause (c) above.

13. the Transferee understands that the Notes will bear the legend set out in the applicable form of Series 2018-1 Class A-2 Notes attached to the Series 2018-1 Supplement and be subject to the restrictions on transfer described in such legend;

14. either (i) it is not acquiring or holding the Notes (or any interest therein) for or on behalf of, or with the assets of, any plan, account or other arrangement that is subject to Title I of ERISA, Section 4975 of the Code, entities whose underlying assets are considered to include “plan assets” of such plans, accounts and arrangements under DOL regulations, as modified by Section 3(42) of ERISA (collectively, “ERISA Plans”) or with the assets or any plan, account or other arrangement that is subject to the provisions under any Similar Law, or (ii) its purchase and holding of the Notes (or any interest therein) does not constitute and will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any applicable Similar Law;

15. the Transferee understands that any subsequent transfer of the Notes or any interest therein is subject to certain restrictions and conditions set forth in the Indenture and the Transferee agrees to be bound by, and not to resell, pledge or otherwise transfer the Notes or any interest therein except in compliance with, such restrictions and conditions and the Securities Act;

16. if the Transferee is an ERISA Plan or is purchasing or holding the Notes on behalf of or with "plan assets" of any ERISA Plan, for so long as the DOL's Reg. Sections 29 C.F.R. 2510.3-21(a) and (c)(1) as promulgated on April 8, 2016 (81 Fed. Reg. 20,997) are in effect, (a) none of the Transaction Parties has acted as such ERISA Plan's fiduciary, or has been relied upon for any advice, with respect to such ERISA Plan's decision to acquire and hold the Notes and none of the Transaction Parties will at any time be relied upon as such ERISA Plan's fiduciary with respect to any decision to acquire, continue to hold or transfer the Notes and (b) the decision to acquire and hold the Notes has been made by a duly authorized fiduciary who is independent of the Transaction Parties and who (i) is a (A) bank as defined in Section 202 of the Advisers Act or similar institution that is regulated and supervised and subject to periodic examination by a state or federal agency of the United States, (B) insurance carrier which is qualified under the laws of more than one state of the United States to perform the services of managing, acquiring or disposing of assets of such an ERISA Plan, (C) investment adviser registered under the Advisers Act or, if not registered an as investment adviser under the Advisers Act by reason of paragraph (1) of Section 203A of the Advisers Act, is registered as an investment adviser under the laws of the state (referred to in such paragraph (1)) in which it maintains its principal office and place of business, (D) broker-dealer registered under the Securities Exchange Act of 1934, as amended or (E) "independent fiduciary" within the meaning of US Code of Federal Regulations 29 C.F.R. Section 2510.3-21(c), as amended from time to time, that holds or has at least $50 million of assets under management or control and will at all times that such ERISA Plan holds the Notes hold or have under management or control, total assets of at least $50 million, (ii) in the case of an ERISA Plan that is an IRA, is not the IRA owner, beneficiary of the IRA or relative of the IRA owner or beneficiary, (iii) is capable of evaluating investment risks independently, both in general and with regard to the prospective investment in the Notes, (iv) is a fiduciary under ERISA or the Code, or both, with respect to the decision to acquire and hold the Notes, (v) has exercised independent judgment in evaluating whether to invest the assets of such ERISA Plan in the Notes, (vi) understands and has been fairly informed of the existence and the nature of the financial interests of the Transaction Parties in connection with such ERISA Plan's acquisition of the Notes, (vii) understands that the Transaction Parties are not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity to such ERISA Plan, in connection with such ERISA Plan's acquisition of the Notes and (viii) confirms that no fee or other compensation will be paid directly to any of the Transaction Parties by such ERISA Plan, or any fiduciary, participant or beneficiary of such ERISA Plan, for the provision of investment advice (as opposed to other services) in connection with such ERISA Plan's acquisition of the Notes (it being understood that the foregoing representations are intended to comply with the DOL's Reg. Sections 29 C.F.R. 2510.3-21(a) and (c)(1) as promulgated on April 8, 2016 (81 Fed. Reg. 20,997) and that if these regulations are revoked, repealed or no longer effective, these representations shall be deemed to be no longer in effect);

17. the Transferee is not a Competitor; and

18. the Transferee is:

____ (check if applicable) a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code") and a properly completed and signed Internal Revenue Service ("IRS") Form W-9 (or applicable successor form) is attached hereto; or

____ (check if applicable) not a "United States person" within the meaning of Section 7701(a)(30) of the Code and a properly completed and signed IRS Form W-8 (or applicable successor form) is attached hereto.

The Transferee understands that the Co-Issuers, the Trustee, the Registrar and their respective counsel will rely upon the accuracy and truth of the foregoing representations, and are irrevocably authorized to produce this certificate or a copy thereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby, and the Transferee hereby consents to such reliance and authorization.

[Name of Transferee]

By: ____
Name:
Title:

Dated: ______, ____

Taxpayer Identification Number:
Wire Instructions for Payments:
Bank: ____
Address: ____
Bank ABA #: ____
Account No.: ____
FAO: ____
Attention: ____

Address for Notices:

Tel: ____
Fax: ____
Attn.: ____

Registered Name (if Nominee):

cc: Domino's Pizza Master Issuer LLC
Domino's Pizza Distribution LLC
Domino's IP Holder LLC
Domino's SPV Canadian Holding Company Inc.
24 Frank Lloyd Wright Drive
P.O. Box 485
Ann Arbor, Michigan 48106

EXHIBIT B-3

FORM OF TRANSFEREE CERTIFICATE FOR
SERIES 2018-1 CLASS A-2-I NOTES OR SERIES 2018-1 CLASS A-2-II NOTES
FOR TRANSFERS OF INTEREST IN REGULATION S GLOBAL NOTES OR
UNRESTRICTED GLOBAL NOTES TO PERSONS TAKING DELIVERY IN THE FORM OF
AN INTEREST IN A RESTRICTED GLOBAL NOTE

Citibank, N.A.,
as Trustee
480 Washington Boulevard, 30th Floor
Jersey City, New Jersey 07310
Attention: Securities Window – Domino's Pizza Master Issuer LLC

Re: Domino's Pizza Master Issuer LLC; Domino's SPV Canadian Holding Company Inc.;
Domino's Pizza Distribution LLC; Domino's IP Holder LLC [$425,000,000 Series 2018-1 4.116% Fixed Rate Senior Secured Notes, Class A-2-I][$400,000,000 Series 2018-1 4.328% Fixed Rate Senior Secured Notes, Class A-2-II] (the "Notes")

Reference is hereby made to (i) the Amended and Restated Base Indenture, dated as of March 15, 2012 (the "Base Indenture"), among Domino's Pizza Master Issuer LLC, Domino's Pizza Distribution LLC, Domino's IP Holder LLC, and Domino's SPV Canadian Holding Company Inc., as co-issuers (the "Co-Issuers"), and Citibank, N.A., as trustee (the "Trustee") and as securities intermediary, and (ii) the Series 2018-1 Supplement to the Base Indenture, dated as of April 24, 2018 (the "Series 2018-1 Supplement" and, together with the Base Indenture, the "Indenture"), among the Co-Issuers, the Trustee and Citibank, N.A., as Series 2018-1 Securities Intermediary and calculation agent. Capitalized terms used but not defined herein shall have the meanings assigned to them pursuant to the Indenture.

This certificate relates to U.S. $[ ] aggregate principal amount of

Notes which are held in the form of [an interest in a Regulation S Global Note with DTC] [an interest in an Unrestricted Global Note with DTC] (CUSIP (CINS) No. [__________]) in the name of [__________] [name of transferor] (the "Transferor"), who wishes to effect the transfer of such Notes in exchange for an equivalent beneficial interest in a Restricted Global Note in the name of [__________] [name of transferee] (the "Transferee").

In connection with such request, and in respect of such Notes, the Transferee does hereby certify that either (A) the Transferee is the Master Issuer or an Affiliate of the Master Issuer or (B) such Notes are being transferred in accordance with (i) the applicable transfer restrictions set forth in the Indenture and in the Offering Memorandum dated April 18, 2018, relating to the Notes and (ii) Rule 144A under the Securities Act of 1933, as amended, (the "Securities Act") and any applicable securities laws of any state of the United States or any other jurisdiction, and that the Transferee is purchasing the Notes for its own account or one or more accounts with respect to which the Transferee exercises sole investment discretion, and the Transferee and any such account represent, warrant and agree that either it is the Master Issuer or an Affiliate of the Master Issuer or as follows:

1. the Transferee is (a) a Qualified Institutional Buyer, (b) aware that the sale to it is being made in reliance on Rule 144A of the Investment Company Act and (c) acquiring such Notes for its own account or for the account of another person who is a Qualified Institutional Buyer with respect to which it exercises sole investment discretion;

2. the Transferee is not formed for the purpose of investing in the Notes, except where each beneficial owner is a Qualified Institutional Buyer;

3. the Transferee will, and each account for which it is purchasing will, hold and transfer at least the minimum denomination of Notes;

4. the Transferee understands that the Manager, the Co-Issuers and the Servicer may receive a list of participants holding positions in the Notes from one or more book-entry depositories;

5. the Transferee understands that that the Manager, the Co-Issuers and the Servicer may receive a list of Note Owners that have requested access to the password-protected website of the Trustee or that have voluntarily registered as a Note Owner with the Trustee;

6. the Transferee will provide to each person to whom it transfers Notes notices of any restrictions on transfer of such Notes; and

7. the Transferee is not a Competitor.

The Transferee hereby certifies that it is:

____ (check if applicable) a “United States person” within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the “Code”) and a properly completed and signed Internal Revenue Service (“IRS”) Form W-9 (or applicable form) is attached hereto; or

(check if applicable) not a “United States person” within the meaning of Section 7701(a)(30) of the Code and a properly signed IRS Form W-8 (or applicable successor form) is attached hereto.

The Transferee represents and warrants that either (i) it is not acquiring or holding the Notes (or any interest therein) for or on behalf of, or with the assets of, any plan, account or other arrangement that is subject to Title I of ERISA, Section 4975 of the Code, entities whose underlying assets are considered to include “plan assets” of such plans, accounts and arrangements under DOL regulations, as modified by Section 3(42) of ERISA (collectively, “ERISA Plans”) or with the assets or any plan, account or other arrangement that is subject to the provisions under any Similar Law, or (ii) its purchase and holding of the Notes (or any interest therein) does not constitute and will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any applicable Similar Law;

If the Transferee is an ERISA Plan or is purchasing or holding the Notes on behalf of or with “plan assets” of any ERISA Plan, for so long as the DOL’s Reg. Sections 29 C.F.R. 2510.3-21(a) and (c)(1) as promulgated on April 8, 2016 (81 Fed. Reg. 20,997) are in effect, (a) none of the Transaction Parties has acted as such ERISA Plan’s fiduciary, or has been relied upon for any advice, with respect to such ERISA Plan’s decision to acquire and hold the Notes and none of the Transaction Parties will at any time be relied upon as such ERISA Plan’s fiduciary with respect to any decision to acquire, continue to hold or transfer the Notes and (b) the decision to acquire and hold the Notes has been made by a duly authorized fiduciary who is independent of the Transaction Parties and who (i) is a (A) bank as defined in Section 202 of the Advisers Act or similar institution that is regulated and supervised and subject to periodic examination by a state or federal agency of the United States, (B) insurance carrier which is qualified under the laws of more than one state of the United States to perform the services of managing, acquiring or disposing of assets of such an ERISA Plan, (C) investment adviser registered under the Advisers Act or, if not registered an as investment adviser under the Advisers Act by reason of paragraph (1) of Section 203A of the Advisers Act, is registered as an investment adviser under the laws of the state (referred to in such paragraph (1)) in which it maintains its principal office and place of business, (D) broker-dealer registered under the Securities Exchange Act of 1934, as amended or (E) “independent fiduciary” within the meaning of US Code of Federal

Regulations 29 C.F.R. Section 2510.3-21(c), as amended from time to time, that holds or has at least $50 million of assets under management or control and will at all times that such ERISA Plan holds the Notes hold or have under management or control, total assets of at least $50 million, (ii) in the case of an ERISA Plan that is an IRA, is not the IRA owner, beneficiary of the IRA or relative of the IRA owner or beneficiary, (iii) is capable of evaluating investment risks independently, both in general and with regard to the prospective investment in the Notes, (iv) is a fiduciary under ERISA or the Code, or both, with respect to the decision to acquire and hold the Notes, (v) has exercised independent judgment in evaluating whether to invest the assets of such ERISA Plan in the Notes, (vi) understands and has been fairly informed of the existence and the nature of the financial interests of the Transaction Parties in connection with such ERISA Plan's acquisition of the Notes, (vii) understands that the Transaction Parties are not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity to such ERISA Plan, in connection with such ERISA Plan's acquisition of the Notes and (viii) confirms that no fee or other compensation will be paid directly to any of the Transaction Parties by such ERISA Plan, or any fiduciary, participant or beneficiary of such ERISA Plan, for the provision of investment advice (as opposed to other services) in connection with such ERISA Plan's acquisition of the Notes (it being understood that the foregoing representations are intended to comply with the DOL's Reg. Sections 29 C.F.R. 2510.3-21(a) and (c)(1) as promulgated on April 8, 2016 (81 Fed. Reg. 20,997) and that if these regulations are revoked, repealed or no longer effective, these representations shall be deemed to be no longer in effect).

The representations made pursuant to the preceding paragraphs shall be deemed to be made on each day from the date the Transferee acquires any interest in any Note through and including the date on which such Transferee disposes of its interest in the applicable Note. The Transferee agrees to provide prompt written notice to each of the Co-Issuers, the Registrar and the Trustee of any change of the status of the Transferee that would cause it to breach the representations made in the preceding paragraph. The Transferee further agrees to indemnify and hold harmless the Co-Issuers, the Registrar, the Trustee and the Initial Purchasers and their respective affiliates from any cost, damage or loss incurred by them as a result of the inaccuracy or breach of the foregoing representations, warranties and agreements. Any purported transfer of the applicable Notes (or interests therein) that does not comply with the requirements of this paragraph and the preceding paragraph shall be null and void *ab initio*.

The Transferee understands that the Co-Issuers, the Trustee, the Registrar and their respective counsel will rely upon the accuracy and truth of the foregoing representations, and are irrevocably authorized to produce this certificate or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to any matter covered hereby, and the Transferee hereby consents and agrees to such reliance and authorization.

[Name of Transferee]

By: ______________________________
Name:
Title:

Dated: __________, ____

Taxpayer Identification Number:
Wire Instructions for Payments:
Bank: ______________________________
Address: ______________________________
Bank ABA #: ______________________________
Account No.: ______________________________
FAO: ______________________________
Attention: ______________________________

Address for Notices:

Tel: ______________________________
Fax: ______________________________
Attn.: ______________________________

Registered Name (if Nominee):

cc: Domino's Pizza Master Issuer LLC
Domino's Pizza Distribution LLC
Domino's IP Holder LLC
Domino's SPV Canadian Holding Company Inc.
24 Frank Lloyd Wright Drive
P.O. Box 485
Ann Arbor, Michigan 48106

EXHIBIT C

FORM OF QUARTERLY NOTEHOLDERS’ STATEMENT

Domino's Pizza Master Issuer LLC
Domino's SPV Canadian Holding Company Inc.
Domino's Pizza Distribution LLC
Domino's IP Holder LLC
Quarterly Noteholders' Statement

Quarterly Collection Period Starting:
Quarterly Collection Period Ending:
Quarterly Payment Date:

Debt Service Coverage Ratios and Senior ABS Leverage

	Senior ABS Leverage	Quarterly DSCR
Current Period		
One Period Prior		
Two Periods Prior		
Three Periods Prior		

System Performance Domestic

	Franchise	Company-Owned	Total Domestic
Open Stores at end of prior Quarterly Collection Period			
Store Openings during Quarterly Collection Period			
Store Transfers during Quarterly Collection Period			
Permanent Store Closures during Quarterly Collection Period			
Net Change in Open Stores during Quarterly Collection Period			
Open Stores at end of Quarterly Collection Period			

International

	Franchise	Company-Owned	Total International
Open Stores at end of prior Quarterly Collection Period			
Store Openings during Quarterly Collection Period			
Permanent Store Closures during Quarterly Collection Period			
Net Change in Open Stores during Quarterly Collection Period			
Open Stores at end of Quarterly Collection Period			

	Franchise	Company-Owned	International
Same-Store Sales Growth for Quarterly Collection Period			

Global Retail Sales

	Domestic	International	Total System Wide
Global Retail Sales for the Trailing 13 Fiscal Periods			

Potential Events

	Material Concern
i. Potential Rapid Amortization Event	
ii. Potential Manager Termination Event	

Cash Trapping

	Commenced	Date of Commencement
i a. Partial Cash Trapping Period		
b. Full Cash Trapping Period		
ii Cash Trapping Percentage during Quarterly Collection Period		
iii Cash Trapping Percentage following current Quarterly Payment Date		
iv. Cash Trapping Percentage during prior Quarterly Collection Period		
v. Partial Cash Trapping Release Event		
vi. Full Cash Trapping Release Event		

Occurrence Dates

	Commenced	Date of Commencement
i. Rapid Amortization Event		
ii. Default		
iii. Event of Default		
iv. Manager Termination Event		

Non-Amortization Test

	Commenced	Date of Commencement
i. Non-Amortization Period		

Domino's Pizza Master Issuer LLC
Domino's SPV Canadian Holding Company Inc.
Domino's Pizza Distribution LLC
Domino's IP Holder LLC

Quarterly Noteholders' Statement

Quarterly Collection Period Starting:
Quarterly Collection Period Ending:
Quarterly Payment Date:

Allocation of Funds

1.		Outstanding Notes and Reserve Account Balances as of Prior Quarterly Payment Date:	
	i.	Outstanding Principal Balances	$ ____________
	a.	Advances Under Series 2017-1 Class A-1 Notes	$ ____________
	b.	Series 2015-1 Class A-2-II Notes	$ ____________
	c.	Series 2017-1 Class A-2-I Notes	$ ____________
	d.	Series 2017-1 Class A-2-II Notes	$ ____________
	e.	Series 2017-1 Class A-2-III Notes	$ ____________
	f.	Series 2018-1 Class A-2-I Notes	$ ____________
	g.	Series 2018-1 Class A-2-II Notes	$ ____________
	h.	Senior Subordinated Notes	$ ____________
	i.	Subordinated Notes	$ ____________
	ii.	Reserve Account Balances	$ ____________
	a.	Available Senior Notes Interest Reserve Account Amount (1)	$ ____________
	b.	Available Senior Subordinated Notes Interest Reserve Account Amount	$ ____________
	c.	Available Cash Trap Reserve Account Amount (1)	$ ____________
2.		**Retained Collections for Current Quarterly Payment Date:**	
	i.	Franchisee Payments	$ ____________
	a.	Domestic Continuing Franchise Fees	$ ____________
	b.	International Continuing Franchise Fees	$ ____________
	c.	Initial Franchise Fees	$ ____________
	d.	Other Franchise Fees	$ ____________
	e.	PULSE Maintenance Fees	$ ____________
	f.	PULSE License Fees	$ ____________
	g.	Technology Fees	$ ____________
	h.	Franchisee Insurance Proceeds	$ ____________
	i.	Other Franchisee Payments	$ ____________
	ii.	Company-Owned Stores License Fees	$
	iii.	Third-Party License Fees	$ ____________
	iv.	Product Purchase Payments	$ ____________
	v.	Co-Issuers Insurance Proceeds	$ ____________
	vi.	Asset Disposition Proceeds	$ ____________
	vii.	Excluded Amounts	$ ____________
	viii.	Other Collections	$____________
	ix.	Investment Income	$ ____________
	x.	HoldCo L/C Agreement Fee Income	$ ____________
		Less:	
	xiii.	Excluded Amounts	$ ____________
	a.	Advertising Fees	$ ____________
	b.	Company-Owned Store Advertising Fees	$ ____________
	c.	Third-Party Matching Expenses	$ ____________
	xiv.	Product Purchase Payments	$ ____________
	xiv.	Bank Account Expenses	$ ____________
		Plus:	
	xvi.	Aggregate Weekly Distributor Profit Amount	$ ____________
	xvii.	Retained Collections Contributions	$ ____________
	xviii.	Total Retained Collections	$ ____________

Domino's Pizza Master Issuer LLC
Domino's SPV Canadian Holding Company Inc.
Domino's Pizza Distribution LLC
Domino's IP Holder LLC

Quarterly Noteholders' Statement

Quarterly Collection Period Starting:
Quarterly Collection Period Ending:
Quarterly Payment Date:

3.	**Adjusted Net Cash Flow for Current Quarterly Payment Date:**	$ ____________
i.	Retained Collections for Quarterly Collection Period	$ ____________
	Less:	
ii.	Servicing Fees, Liquidation Fees and Workout Fees	$ ____________
iii.	Securitization Entities Operating Expenses paid during Quarterly Collection Period	$ ____________
iv.	Weekly Manager Fee Amounts paid during Quarterly Collection Period	$ ____________
v.	Manager Advances Reimbursement Amounts	$ ____________
vi.	PULSE Maintenance Fees	$ ____________
vii.	Technology Fees	$ ____________
viii.	Administrative Expenses	$ ____________
vix.	Investment Income	$ ____________
vx.	Retained Collections Contributions, if applicable, received during Quarterly Collection Period	$ ____________
viii.	Net Cash Flow for Quarterly Collection Period	$ ____________
ix.	Net Cash Flow for Quarterly Collection Period / Number of Days in Quarterly Collection Period	$ ____________
x.	Multiplied by 91 if 52 week fiscal year or 92.75 if 53 week fiscal year	$ ____________
xi.	Adjusted Net Cash Flow for Quarterly Collection Period	$ ____________

____

1. Amounts calculated as of the close of business on the last Business Day of the preceding Quarterly Collection Period.

4.	**Debt Service / Payments to Noteholders for Current Quarterly Payment Date:**	
i.	Required Interest on Senior and Senior Subordinated Notes	
	Series 2017-1 Class A-1 Quarterly Interest	$ ____________
	Series 2015-1 Class A-2-II Quarterly Interest	$ ____________
	Series 2017-1 Class A-2-I Quarterly Interest	$ ____________
	Series 2017-1 Class A-2-II Quarterly Interest	$ ____________
	Series 2017-1 Class A-2-III Quarterly Interest	$ ____________
	Series 2018-1 Class A-2-I Quarterly Interest	$ ____________
	Series 2018-1 Class A-2-II Quarterly Interest	$ ____________
ii.	Required Principal on Senior and Senior Subordinated Notes	
	Series 2015-1 Class A-2-II Quarterly Scheduled Principal	$ ____________
	Series 2017-1 Class A-2-I Quarterly Scheduled Principal	$ ____________
	Series 2017-1 Class A-2-II Quarterly Scheduled Principal	$ ____________
	Series 2017-1 Class A-2-III Quarterly Scheduled Principal	$ ____________
	Series 2018-1 Class A-2-I Quarterly Scheduled Principal	$ ____________
	Series 2018-1 Class A-2-II Quarterly Scheduled Principal	$ ____________
iii.	Other	
	Series 2017-1 Class A-1 Quarterly Commitment Fees	$ ____________
iv.	Total Debt Service	$ ____________
v.	Other Payments to Noteholders Relating to Notes	
	Series 2017-1 Class A-1 Quarterly Contingent Additional Interest	$ ____________
	Series 2015-1 Class A-2-II Quarterly Contingent Additional Interest	$ ____________
	Series 2017-1 Class A-2-I Quarterly Contingent Additional Interest	$ ____________
	Series 2017-1 Class A-2-II Quarterly Contingent Additional Interest	$ ____________
	Series 2017-1 Class A-2-III Quarterly Contingent Additional Interest	$ ____________
	Series 2018-1 Class A-2-I Quarterly Contingent Additional Interest	$ ____________
	Series 2018-1 Class A-2-II Quarterly Contingent Additional Interest	$ ____________

Domino's Pizza Master Issuer LLC
Domino's SPV Canadian Holding Company Inc.
Domino's Pizza Distribution LLC
Domino's IP Holder LLC

Quarterly Noteholders' Statement

Quarterly Collection Period Starting:
Quarterly Collection Period Ending:
Quarterly Payment Date:

5. Aggregate Weekly Allocations to Distribution Accounts for Current Quarterly Payment Date:

i.	All available deposits in Series 2017-1 Class A-1 Distribution Account	$ ______
ii.	All available deposits in Series 2015-1 Class A-2-II Distribution Account	$______
iii.	All available deposits in Series 2017-1 Class A-2-I Distribution Account	$ ______
iv.	All available deposits in Series 2017-1 Class A-2-II Distribution Account	$ ______
v.	All available deposits in Series 2017-1 Class A-2-III Distribution Account	$ ______
vi.	All available deposits in Series 2018-1 Class A-2-I Distribution Account	$ ______
vii.	All available deposits in Series 2018-1 Class A-2-II Distribution Account	$______
viii.	Total on Deposit in Distribution Accounts	$ ______

6. Distributions for Current Quarterly Payment Date:

Series 2017-1 Class A-1 Distribution Account

i.	Payment of interest and fees related to Series 2017-1 Class A-1 Notes	$______
ii.	Indemnification & Real Estate Disposition Proceeds Payments to reduce commitments under Series 2017-1 Class A-1 Notes	$______
iii.	Principal payments to Series 2017-1 Class A-1 Notes	$______
iv.	Payment of Series 2017-1 Class A-1 Notes Breakage Amounts	$ ______

Series 2015-1 Class A-2-II Distribution Account

i.	Payment of interest related to Series 2015-1 Class A-2-II Notes	$ ______
ii.	Indemnification & Real Estate Disposition Proceeds payments to Series 2015-1 Class A-2-II Notes	$ ______
iii.	Principal payment to Series 2015-1 Class A-2-II Notes	$ ______
iv.	Make-Whole Premium related to Series 2015-1 Class A-2-II Notes	$ ______

Series 2017-1 Class A-2-I Distribution Account

i.	Payment of interest related to Series 2017-1 Class A-2-I Notes	$ ______
ii.	Indemnification & Real Estate Disposition Proceeds payments to Series 2017-1 Class A-2-I Notes	$ ______
iii.	Principal payment to Series 2017-1 Class A-2-I Notes	$ ______
iv.	Make-Whole Premium related to Series 2017-1 Class A-2-I Notes	$______

Series 2017-1 Class A-2-II Distribution Account

i.	Payment of interest related to Series 2017-1 Class A-2-II Notes	$______
ii.	Indemnification & Real Estate Disposition Proceeds payments to Series 2017-1 Class A-2-II Notes	$ ______
iii.	Principal payment to Series 2017-1 Class A-2-II Notes	$______
iv.	Make-Whole Premium related to Series 2017-1 Class A-2-II Notes	$ ______

Series 2017-1 Class A-2-III Distribution Account

i.	Payment of interest related to Series 2017-1 Class A-2-III Notes	$ ______
ii.	Indemnification & Real Estate Disposition Proceeds payments to Series 2017-1 Class A-2-III Notes	$ ______
iii.	Principal payment to Series 2017-1 Class A-2-III Notes	$______
iv.	Make-Whole Premium related to Series 2017-1 Class A-2-III Notes	$ ______

Series 2018-1 Class A-2-I Distribution Account

i.	Payment of interest related to Series 2018-1 Class A-2-I Notes	$ ______
ii.	Indemnification & Real Estate Disposition Proceeds payments to Series 2018-1 Class A-2-I Notes	$______
iii.	Principal payment to Series 2018-1 Class A-2-I Notes	$______
iv.	Make-Whole Premium related to Series 2018-1 Class A-2-I Notes	$______

Series 2018-1 Class A-2-II Distribution Account

i.	Payment of interest related to Series 2018-1 Class A-2-II Notes	$______

Domino's Pizza Master Issuer LLC
Domino's SPV Canadian Holding Company Inc.
Domino's Pizza Distribution LLC
Domino's IP Holder LLC

Quarterly Noteholders' Statement

Quarterly Collection Period Starting:
Quarterly Collection Period Ending:
Quarterly Payment Date:

ii.	Indemnification & Real Estate Disposition Proceeds payments to Series 2018-1 Class A-2-II Notes	$ ____________
iii.	Principal payment to Series 2018-1 Class A-2-II Notes	$____________
iv.	Make-Whole Premium related to Series 2018-1 Class A-2-II Notes	$ ____________
	Total Allocations from Distribution Accounts	$ ____________
7.	**Senior Notes Interest Reserve Account Deposits, Draws and Releases as of Current Quarterly Payment Date:**	
i.	Deposits into Senior Notes Interest Reserve Account during Quarterly Collection Period	$ ____________
ii.	Less draws on / releases from Available Senior Notes Interest Reserve Account Amount	$____________
iii.	Total Increase (Reduction) of Available Senior Notes Interest Reserve Account Amount	$ ____________
8.	**Senior Subordinated Notes Interest Reserve Account Deposits, Draws and Releases as of Current Quarterly Payment Date:**	
i.	Deposits into Senior Subordinated Notes Interest Reserve Account during Quarterly Collection Period	$____________
ii.	Less draws on Available Senior Subordinated Notes Interest Reserve Account Amount	$ ____________
iii.	Total Increase (Reduction) of Available Senior Subordinated Notes Interest Reserve Account Amount	$ ____________
9.	**Cash Trap Reserve Account Deposits, Draws and Releases as of Current Quarterly Payment Date:**	
i.	Deposits into Cash Trap Reserve Account during Quarterly Collection Period	$ ____________
ii.	Less draws on Available Cash Trap Reserve Account Amount	$____________
iii.	Less Cash Trapping Release Amount	$ ____________
iv.	Total Increase (Reduction) of Available Cash Trap Reserve Account Amount	$ ____________
10.	**Real Estate Disposition Proceeds**	
i.	Aggregate Real Estate Disposition Proceeds as of Prior Quarterly Payment Date	$ ____________
ii.	Aggregate Real Estate Disposition Proceeds as of Current Quarterly Payment Date	$ ____________
11.	**Outstanding Balances as of Current Quarterly Payment Date (after giving effect to payments to be made on such date):**	
i.	Series 2017-1 Class A-1 Notes	$ ____________
ii.	Series 2015-1 Class A-2-II Notes	$____________
iii.	Series 2017-1 Class A-2-I Notes	$ ____________
iv.	Series 2017-1 Class A-2-II Notes	$ ____________
v.	Series 2017-1 Class A-2-III Notes	$____________
vi.	Series 2018-1 Class A-2-I Notes	$ ____________
vii.	Series 2018-1 Class A-2-II Notes	$ ____________
viii.	Senior Subordinated Notes	$ ____________
ix.	Subordinated Notes	$ ____________
x.	Reserve account balances:	
	a. Available Senior Notes Interest Reserve Account Amount	$ ____________
	b. Available Senior Subordinate Notes Interest Reserve Account Amount	$ ____________
	c. Available Cash Trap Reserve Account Amount	$____________

IN WITNESS HEREOF, the undersigned has duly executed and delivered this Quarterly Noteholders' Statement this ____

Domino's Pizza LLC as Manager on behalf of the Master Issuer and certain subsidiaries thereto,

by: ____

Domino's Pizza Master Issuer LLC
Domino's SPV Canadian Holding Company Inc.
Domino's Pizza Distribution LLC Domino's IP Holder LLC

Quarterly Manager's Certificate

For the Quarterly Collection Period starting on and ending on

Quarterly Payment Date
Quarterly Collection Period
Beginning Date
Ending Date

System Performance

Domestic	**Franchise**	**Company-Owned**	**Total Domestic**
Open Stores at end of prior Quarterly Collection Period			
Store Openings during Quarterly Collection Period			
Store Transfers during the Quarterly Collection Period			
Permanent Store Closures during Quarterly Collection Period			
Net Change in Open Stores during Quarterly Collection Period			
Open Stores at end of Quarterly Collection Period			

International	**Franchise**	**Company-Owned**	**Total International**
Open Stores at end of prior Quarterly Collection Period			
Store Openings during Quarterly Collection Period			
Permanent Store Closures during Quarterly Collection Period			
Net Change in Open Stores during Quarterly Collection Period			
Open Stores at end of Quarterly Collection Period Same Store Sales			

	Franchise	**Company Owned**	**International**
Same-Store Sales Growth for Quarterly Collection Period Global Retail Sales			

	Domestic	**International**	**Total System Wide**
Global Retail Sales for the Trailing 13 Fiscal Periods			

Collections and Retained Collections

Collections

Franchisee Payments	
Domestic Continuing Franchise Fees	$
International Continuing Franchise Fees	$
Initial Franchise Fees	$
Other Franchise Fees	$
PULSE Maintenance Fees	$
PULSE License Fees	$
Technology Fees	$
Franchisee Insurance Proceeds	$
Other Franchisee Payments	$
Company-Owned Stores License Fees	$
Third-Party License Fees	$

Domino’s Pizza Master Issuer LLC
Domino’s SPV Canadian Holding Company Inc.
Domino’s Pizza Distribution LLC Domino’s IP Holder LLC

Weekly Manager’s Certificate

Weekly Allocation Date	
Product Purchase Payments	$ ________
Co-Issuers Insurance Proceeds	$ ________
Asset Disposition Proceeds	$ ________
Excluded Amounts	$ ________
Other Collections	$ ________
Investment Income	$ ________
HoldCo L/C Agreement Fee Income	$ ________
Total Collections during Quarterly Collection Period	$ ________
LESS: Excluded Amounts	$ ________
Advertising Fees	$ ________
Company-Owned Stores Advertising Fees	$ ________
Third-Party Matching Expenses	$ ________
Product Purchase Payments	$ ________
Bank Account Expenses	$ ________
PLUS: Aggregate Weekly Distributor Profit Amount	$ ________
Retained Collections Contributions	$ ________
Retained Collections during Quarterly Collection Period	$ ________
Number of Retained Collection Contributions made since Initial Closing Date	
Number of Retained Collection Contributions made during current annual period	
Aggregate amount of Retained Collections Contributions made during Quarterly Collection Period	
Servicer Advances made during Quarterly Collection Period	
Manager Advances made during Quarterly Collection Period	
Indemnification Payments received during Quarterly Collection Period	

Weekly Manager Amount

Open Stores in Contiguous U.S. as of end of prior Quarterly Collection Period	
Base Annual Management Fee	$ ________
Step-Up for every 100 Open Domino’s Stores in Contiguous U.S.	$ ________
Annual inflation factor	
Management Fee Pre-Inflation Adjustment	$ ________
Inflation Adjustment	
Deal Year	
Inflation Adjustment	
Weekly Management Fee Amount	$ ________
Total Weekly Management Fee Amount for Quarterly Collection Period	$ ________

Covenants

Calculation of DSCR

Net Cash Flow for Current Quarterly Payment Date:	
Retained Collections for Quarterly Collection Period	$ ________
Less:	
Servicing Fees, Liquidation Fees and Workout Fees	$ ________
Securitization Entities Operating Expenses paid during Quarterly Collection Period	$ ________
Weekly Manager Fee Amounts paid during Quarterly Collection Period	$ ________

Domino’s Pizza Master Issuer LLC
Domino’s SPV Canadian Holding Company Inc.
Domino’s Pizza Distribution LLC Domino’s IP Holder LLC

Weekly Manager’s Certificate

Weekly Allocation Date [ ]

Manager Advances Reimbursement Amounts	$ ________
PULSE Maintenance Fees	$ ________
Technology Fees	$ ________
Administrative Expenses	$ ________
Investment Income	$ ________
Retained Collections Contributions, if applicable, received during Quarterly Collection Period	$ ________
Net Cash Flow for Quarterly Collection Period	$ ________
Net Cash Flow for Quarterly Collection Period / Number of Days in Quarterly Collection Period	$ ________
Multiplied by 91 if 52 week fiscal year or 92.75 if 53 week fiscal year	
Adjusted Net Cash Flow for Quarterly Collection Period	$ ________
Debt Service / Payments to Noteholders for Current Quarterly Payment Date:	
Required Interest on Senior and Senior Subordinated Notes	
Series 2017-1 Class A-1 Quarterly Interest and L/C Fees	$ ________
Series 2015-1 Class A-2-II Quarterly Interest	$ ________
Series 2017-1 Class A-2-I Quarterly Interest	$ ________
Series 2017-1 Class A-2-II Quarterly Interest	$ ________
Series 2017-1 Class A-2-III Quarterly Interest	$ ________
Series 2018-1 Class A-2-I Quarterly Interest	$ ________
Series 2018-1 Class A-2-II Quarterly Interest	$ ________
Senior Subordinated Quarterly Interest	$ ________
Required Principal on Senior and Senior Subordinated Notes	
Series 2015-1 Class A-2-II Quarterly Scheduled Principal (excluding effects of Non-Amortization)	$ ________
Series 2017-1 Class A-2-I Quarterly Scheduled Principal (excluding effects of Non-Amortization)	$ ________
Series 2017-1 Class A-2-II Quarterly Scheduled Principal (excluding effects of Non-Amortization)	$ ________
Series 2017-1 Class A-2-III Quarterly Scheduled Principal (excluding effects of Non-Amortization)	$ ________
Series 2018-1 Class A-2-I Quarterly Scheduled Principal (excluding effects of Non-Amortization)	$ ________
Series 2018-1 Class A-2-II Quarterly Scheduled Principal (excluding effects of Non-Amortization)	$ ________
Senior Subordinated Scheduled Principal	$ ________
Other	
Series 2017-1 Class A-1 Quarterly Commitment Fees	$ ________
Total Debt Service	$ ________

Debt Service Coverage Ratios

Quarterly Payment Date	Quarterly Interest Only DSCR incl. Retained Coll. Contrib.	Quarterly DSCR incl. Retained Coll. Contrib.	Quarterly DSCR not incl. Retained Coll. Contrib.

Leverage Ratios

Domino’s Pizza Master Issuer LLC
Domino’s SPV Canadian Holding Company Inc.
Domino’s Pizza Distribution LLC Domino’s IP Holder LLC

Weekly Manager’s Certificate

Weekly Allocation Date ______

Quarterly Payment Date	Holdco Leverage	Senior ABS Leverage

Cash Trap Trigger Matrix

Quarterly DSCR	Cash Trapping Percentage
< 1.50×	100%
< 1.75×	50%
>= 1.75×	0%

Quarterly DSCR Triggers	Event Triggered	Commencement Date
Full Cash Trapping Period		
Partial Cash Trapping Period		
Rapid Amortization Event		
Manager Termination Event		
Event of Default		
Default		

Potential Events — **Material Concern**

Potential Rapid Amortization Event
Potential Manager Termination Event

Cash Trapping Percentages

Cash Trapping Percentage during Quarterly Collection Period
Cash Trapping Percentage following Current Quarterly Payment Date

Cash Trap Release Amounts

Partial Step-Down Cash Trapping Release occurred
Full Step-Down Cash Trapping Release occurred
Aggregate amount on deposit in the Cash Trap Reserve Account $ ______
(a) Aggregate amount on deposit from periods with a Cash Trapping Percentage equal to 50% $ ______
(b) Aggregate amount on deposit from periods with a Cash Trapping Percentage equal to 100% $ ______
Cash Trapping Release Amount $ ______

Debt Service Amount

Series 2017-1 Class A-1 Quarterly Interest $ ______
Series 2015-1 Class A-2-II Quarterly Interest $ ______
Series 2017-1 Class A-2-I Quarterly Interest $ ______
Series 2017-1 Class A-2-II Quarterly Interest $ ______
Series 2017-1 Class A-2-III Quarterly Interest $ ______
Series 2018-1 Class A-2-I Quarterly Interest $ ______
Series 2018-1 Class A-2-II Quarterly Interest $ ______
Senior Subordinated Quarterly Interest $ ______
Series 2017-1 Class A-1 Quarterly Commitment Fees $ ______
Series 2015-1 Class A-2-II Quarterly Scheduled Principal $ ______
Series 2017-1 Class A-2-I Quarterly Scheduled Principal $ ______
Series 2017-1 Class A-2-II Quarterly Scheduled Principal $ ______
Series 2017-1 Class A-2-III Scheduled Principal $ ______

Domino's Pizza Master Issuer LLC
Domino's SPV Canadian Holding Company Inc.
Domino's Pizza Distribution LLC Domino's IP Holder LLC

Weekly Manager's Certificate

		Weekly Allocation Date	
Series 2018-1 Class A-2-I Quarterly Scheduled Principal			$____________
Series 2018-1 Class A-2-II Quarterly Scheduled Principal			$____________
Senior Subordinated Scheduled Principal			$____________
Series 2018-1 Debt Service Amount			$____________
Series 2018-1 Class A-2 Quarterly Contingent Additional Interest			$ - __________
Series 2017-1 Class A-1 Quarterly Contingent Additional Interest			$ - __________
Series 2017-1 Class A-2 Quarterly Contingent Additional Interest			$ - __________
Series 2015-1 Class A-2-II Quarterly Contingent Additional Interest			$ - __________
Real Estate Disposition Proceeds			
Aggregate Real Estate Disposition Proceeds as of Prior Quarterly Payment Date			$ - __________
Plus: Additional Real Estate Disposition Proceeds			$ - __________
Less: Reinvested Real Estate Disposition Proceeds			$ - __________
Real Estate Disposition Proceeds Prepayments			$ - __________
Aggregate Real Estate Disposition Proceeds as of Current Quarterly Payment Date			$ - __________
Extension Periods	**Commenced**		**Date of Commencement**
i. Series 2017-1 Class A-1 first renewal period			
ii. Series 2017-1 Class A-1 first second period			
Non-Amortization Test	**Commenced**		**Date of Commencement**
Non-Amortization Period			
Outstanding Principal Balances			
Series 2017-1 Class A-1 Advance Notes outstanding			
As of Prior Quarterly Payment Date			$____________
As of Current Quarterly Payment Date			$____________
Series 2017-1 Class A-1 Swingline Notes outstanding			
As of Prior Quarterly Payment Date			$____________
As of Current Quarterly Payment Date			$____________
Series 2017-1 Class A-1 L/C Notes outstanding			
As of Prior Quarterly Payment Date			$____________
As of Current Quarterly Payment Date			$____________
Series 2015-1 Class A-2-II Notes Outstanding Principal Amount			
As of Prior Quarterly Payment Date			$____________
As of Current Quarterly Payment Date			$____________
Series 2017-1 Class A-2-I Notes Outstanding Principal Amount			
As of Prior Quarterly Payment Date			$____________
As of Current Quarterly Payment Date			$____________
Series 2017-1 Class A-2-II Notes Outstanding Principal Amount			
As of Prior Quarterly Payment Date			$____________
As of Current Quarterly Payment Date			$____________
Series 2017-1 Class A-2-III Notes Outstanding Principal Amount			
As of Prior Quarterly Payment Date			$____________
As of Current Quarterly Payment Date			$____________
Series 2018-1 Class A-2-I Notes Outstanding Principal Amount			
As of Prior Quarterly Payment Date			$____________
As of Current Quarterly Payment Date			$____________
Series 2018-1 Class A-2-II Notes Outstanding Principal Amount			
As of Prior Quarterly Payment Date			$____________
As of Current Quarterly Payment Date			$____________
Senior Subordinated Notes outstanding			
As of Prior Quarterly Payment Date			$____________
As of Current Quarterly Payment Date			$____________

Domino's Pizza Master Issuer LLC
Domino's SPV Canadian Holding Company Inc.
Domino's Pizza Distribution LLC Domino's IP Holder LLC

Weekly Manager's Certificate

	Weekly Allocation Date	
Subordinated Notes outstanding		
As of Prior Quarterly Payment Date	$	______
As of Current Quarterly Payment Date	$	______
Prepayments		
Amount of Series 2015-1 Class A-2-II Notes to be prepaid on Quarterly Payment Date	$	______
Series 2015-1 Class A-2-II Make-Whole Prepayment Premium	$	______
Amount of Series 2017-1 Class A-2-I Notes to be prepaid on Quarterly Payment Date	$	______
Series 2017-1 Class A-2-I Make-Whole Prepayment Premium	$	______
Amount of Series 2017-1 Class A-2-II Notes to be prepaid on Quarterly Payment Date	$	______
Series 2017-1 Class A-2-II Make-Whole Prepayment Premium	$	______
Amount of Series 2017-1 Class A-2-III Notes to be prepaid on Quarterly Payment Date	$	______
Series 2017-1 Class A-2-III Make-Whole Prepayment Premium	$	______
Amount of Series 2018-1 Class A-2-I Notes to be prepaid on Quarterly Payment Date	$	______
Series 2018-1 Class A-2-I Make-Whole Prepayment Premium	$	______
Amount of Series 2018-1 Class A-2-II Notes to be prepaid on Quarterly Payment Date	$	______
Series 2018-1 Class A-2-II Make-Whole Prepayment Premium	$	______

Domino’s Pizza Master Issuer LLC
Domino’s SPV Canadian Holding Company Inc.
Domino’s Pizza Distribution LLC Domino’s IP Holder LLC

Weekly Manager’s Certificate

Weekly Allocation Date [ ]

Priority of Payments

Priority of Payments during Quarterly Collection Period

i.		Indemnification and Real Estate Disposition Proceeds Payments to Senior Notes Principal Payments Account or Subordinated Notes Principal Payments Account	$	________
ii.	a.	Reimbursement of Servicing Advances first to the Trustee, then to the Servicer	$	________
	b.	Reimbursement of Manager Advances to the Manager	$	________
	c.	Servicing Fees, Liquidation Fees and Workout Fees to the Servicer	$	________
iii.		Successor Manager Transition Expenses	$	________
iv.	a.	Weekly Management Fee Amount	$	________
	b.	PULSE Maintenance Fees	$	________
	c.	Technology Fees	$	________
v.	a.	Capped Securitization Operating Expenses Amount to Master Issuer	$	________
	b.	Post-Default Capped Trustee Expenses Amount to Trustee	$	________
vi.	a.	Senior Notes Accrued Interest Amount to the Senior Notes Interest Account	$	________
	b.	Series Hedge Payment Amount to the Series Hedge Payment Account	$	________
vii.		Class A-1 Senior Notes Accrued Commitment Fees to Class A-1 Senior Notes Commitment Fees Account	$	________
viii.		Capped Class A-1 Senior Notes Administrative Expenses Amount to the Administrative Agent	$	________
ix.		Senior Subordinated Notes Accrued Interest Amount to the Senior Subordinated Notes Interest Account	$	________
x.		Senior Notes Interest Reserve Account Deficit Amount to the Senior Notes Interest Reserve Account	$	________
xi.		Senior Subordinated Notes Interest Reserve Account Deficit Amount to the Senior Subordinated Notes Interest Reserve Account	$	________
xii.	a.	Senior Notes Accrued Scheduled Principal Payments Amount to the Senior Notes Principal Payment Account	$	________
	b.	Senior Notes Scheduled Principal Payments Deficiency Amount to the Senior Notes Principal Payment Account	$	________
xiii.		Senior Notes Scheduled Principal Catch-Up Amount	$	________
xiv.	a.	Supplemental Management Fee to the Manager	$	________
	b.	Weekly Distribution Services Reimbursement Amount	$	________
xv.		If no Rapid Amortization Period is continuing, if a Class A-1 Senior Notes Amortization Event is continuing all remaining funds to the Senior Notes Principal Payments Account for the Class A-1 Senior Notes	$	________
xvi.		If no Rapid Amortization Period is continuing, deposit of Cash T rapping Amount to Cash Trap Reserve Account	$	________
xvii.		If a Rapid Amortization Period is continuing, all remaining funds to Senior Notes Principal Payments Account	$	________
xviii.	a.	Senior Subordinated Notes Accrued Scheduled Principal Payments Amount to the Senior Subordinated Notes Principal Payment Account	$	________
	b.	Senior Subordinated Notes Scheduled Principal Payments Deficiency Amount to the Senior Subordinated Notes Principal Payment Account	$	________
xix.		Senior Subordinated Notes Scheduled Principal Catch-Up Amount		
xx.		If Rapid Amortization Period, all remaining funds allocated to Senior Subordinated Notes Principal Payments Account	$	________
xxi.		Excess Securitization Operating Expenses Amount	$	________
xxii.		Excess Class A-1 Senior Notes Administrative Expenses Amounts	$	________
xxiii.		Class A-1 Senior Notes Other Amounts	$	________
xxiv.		Subordinated Notes Accrued Quarterly Interest Amount	$	________

Weekly Allocation Date ______

xxv.	Subordinated Notes Accrued Scheduled Principal Payments Amount		$	______
xxvi.	Subordinated Notes Scheduled Principal Catch-Up Amount		$	______
xxvii.	If Rapid Amortization Period, all remaining funds allocated to Subordinated Notes Principal Payments Account		$	______
xxviii.	Senior Notes Accrued Post-ARD Contingent Interest Amount to the Senior Notes Post-ARD Contingent Interest Account		$	______
xxix.	Senior Subordinated Notes Accrued Post-ARD Contingent Interest Amount to the Senior Subordinated Notes Post-ARD Contingent Interest Account		$	______
xxx.	Subordinated Notes Accrued Post-ARD Contingent Interest Amount to the Subordinated Notes Post-ARD Contingent Interest Account		$	______
xxxi.	a.	Series Hedge Payment Amount constituting termination payment to the Series Hedge Payment Account	$	______
	b.	Other amounts owed to Hedge Counterparty pursuant to Series Hedge Agreement	$	______
xxxii.	Payment of Environmental Remediation Expenses Amount		$	______
xxxii.	Senior Notes unpaid premiums and make-whole premiums to Senior Notes Principal Payment Account		$	______
xxxiv.	Senior Subordinated Notes unpaid premiums and make-whole premiums to Senior Subordinated Notes Principal Payment Account		$	______
xxxv.	Subordinated Notes unpaid premiums and make-whole premiums to Subordinated Notes Principal Payment Account		$	______
xxxvi.	Weekly Equipment Purchasing Reimbursement Amount		$	______
xxxvii.	Manager direction to the Lease Concentration, Equipment Holder or Real Estate Holder Accounts		$	______
xxxviii.		**Total Residual Amount**	$	______

<u>Series Allocations</u>

(a)	Indemnification and Real Estate Disposition Proceeds Payments		
	Allocated to Series 2017-1 Class A-1 Notes	$	______
	Allocated to Series 2015-1 Class A-2-II Notes	$	______
	Allocated to Series 2017-1 Class A-2-I Notes	$	______
	Allocated to Series 2017-1 Class A-2-II Notes	$	______
	Allocated to Series 2017-1 Class A-2-III Notes	$	
	Allocated to Series 2018-1 Class A-2-I Notes	$	
	Allocated to Series 2018-1 Class A-2-II Notes	$	
(b)	Senior Notes Accrued Quarterly Interest Amount		
	Series 2017-1 Class A-1 Quarterly Interest	$	______
	Series 2015-1 Class A-2-II Quarterly Interest	$	______
	Series 2017-1 Class A-2-I Quarterly Interest	$	______
	Series 2017-1 Class A-2-II Quarterly Interest	$	______
	Series 2017-1 Class A-2-III Quarterly Interest	$	______
	Series 2018-1 Class A-2-I Quarterly Interest	$	______
	Series 2018-1 Class A-2-II Quarterly Interest	$	______
(c)	Class A-1 Senior Notes Accrued Quarterly Commitment Fee Amounts		
	Series 2017-1 Class A-1 Quarterly Commitment Fees	$	______
(d)	Capped Class A-1 Senior Notes Administrative Expenses Amounts		
	Series 2017-1 Class A-1 Administrative Expenses	$	______
(e)	Senior Notes Interest Reserve Account Deficit Amount		
	Series 2017-1/2015-1 Senior Notes Interest Reserve Account Deficit Amount	$	______

Weekly Allocation Date [ ]

(f)	Cash Trapping Amount	
	Series 2017-1/2015-1 Cash Trapping Amount	$ ________
(g)	Allocation of funds for payment of Scheduled Principal on Senior Notes	
	Allocated to Series 2017-1 Class A-1 Notes	$ ________
	Allocated to Series 2015-1 Class A-2-II Notes	$ ________
	Allocated to Series 2017-1 Class A-2-I Notes	$ ________
	Allocated to Series 2017-1 Class A-2-II Notes	$ ________
	Allocated to Series 2017-1 Class A-2-III Notes	$ ________
	Allocated to Series 2018-1 Class A-2-I Notes	$ ________
	Allocated to Series 2018-1 Class A-2-II Notes	$ ________
(h)	Allocation of funds for payment of principal on Senior Notes following Rapid Amortization Event	
	Allocated to Series 2017-1 Class A-1 Notes	$ ________
	Allocated to Series 2015-1 Class A-2-II Notes	$ ________
	Allocated to Series 2017-1 Class A-2-I Notes	$ ________
	Allocated to Series 2017-1 Class A-2-II Notes	$ ________
	Allocated to Series 2017-1 Class A-2-III Notes	$ ________
	Allocated to Series 2018-1 Class A-2-I Notes	$ ________
	Allocated to Series 2018-1 Class A-2-II Notes	$ ________
(i)	Class A-1 Senior Notes Other Amounts	
	Series 2017-1 Class A-1 Other Amounts	$ ________
(j)	Senior Notes Quarterly Contingent Additional Interest Amounts	
	Series 2017-1 Class A-1 Quarterly Contingent Additional Interest	$ ________
	Series 2015-1 Class A-2-II Quarterly Contingent Additional Interest	$ ________
	Series 2017-1 Class A-2-I Quarterly Contingent Additional Interest	$ ________
	Series 2017-1 Class A-2-II Quarterly Contingent Additional Interest	$ ________
	Series 2017-1 Class A-2-III Quarterly Contingent Additional Interest	$ ________
	Series 2018-1 Class A-2-I Quarterly Contingent Additional Interest	$ ________
	Series 2018-1 Class A-2-II Quarterly Contingent Additional Interest	$ ________
Adjustment Amounts for Quarterly Payment Date		
	Class A-1 Senior Notes Interest Adjustment Amount	$ ________
	Class A-1 Senior Notes Commitment Fee Adjustment Amount	$ ________

Domino’s Pizza Master Issuer LLC
Domino’s SPV Canadian Holding Company Inc.
Domino’s Pizza Distribution LLC Domino’s IP Holder LLC

Weekly Manager’s Certificate

Weekly Allocation Date | |

<u>Reserve Accounts</u>

Quarterly Collection Period

Available Senior Notes Interest Reserve Account Amount as of the last Business Day of the preceding Quarterly Collection Period	$	______
Less Withdrawals Related to:		
Senior Notes Aggregate Quarterly Interest	$	______
Class A-1 Senior Notes Aggregate Quarterly Commitment Fees	$	______
Withdrawal related to Legal Final Maturity Date	$	______
Other Released Amounts	$	______
Plus Deposits Related to:		
Senior Notes Interest Reserve Account Deficit Amount deposited pursuant to (10) of Priority of Payments	$	______
Available Senior Notes Interest Reserve Account Amount as of the last Business Day of the current Quarterly Collection Period	$	______
Available Cash Trap Reserve Account Amount as of the last Business Day of the preceding Quarterly Collection Period	$	______
Less Withdrawals Related to:		
Senior Notes Aggregate Quarterly Interest	$	______
Class A-1 Senior Notes Aggregate Quarterly Commitment Fees	$	______
Senior Subordinated Notes Aggregate Quarterly Interest	$	______
Senior Notes Aggregate Scheduled Principal	$	______
Senior Subordinated Notes Aggregate Quarterly Scheduled Principal	$	______
Subordinated Notes Aggregate Quarterly Interest	$	______
Subordinated Notes Aggregate Quarterly Scheduled Principal	$	______
Servicer and Manager Advances	$	______
Cash Trapping Release Amount	$	______
Amount withdrawn following Rapid Amortization Event	$	______
Withdrawal related to Adjusted Repayment Date	$	______
Plus Deposits:		
Cash Trapping Amounts deposited pursuant to (16) of Priority of Payments	$	______
Available Cash Trap Reserve Account Amount as of the last Business Day of the current Quarterly Collection Period	$	______

IN WITNESS HEREOF, the undersigned has duly executed and delivered this Quarterly Manager’s Statement

this ______________________________

Domino’s Pizza LLC as Manager on behalf of the Master Issuer and certain subsidiaries thereto,

by: ______________________________

Domino's Pizza Master Issuer LLC
Domino's SPV Canadian Holding Company Inc.
Domino's Pizza Distribution LLC Domino's IP Holder LLC

Weekly Manager's Certificate

Weekly Allocation Date	

Dates / Periods

Next Quarterly Payment Date	
Quarterly Collection Period	
Beginning Date	
Ending Date	
Weekly Collection Period	
Beginning Date	
Ending Date	
Weekly Allocation Date	

Collections and Retained Collections

Collections	
Franchisee Payments	
Domestic Continuing Franchise Fees	$ ____________
International Continuing Franchise Fees	$ ____________
Initial Franchise Fees	$ ____________
Other Franchise Fees	$ ____________
PULSE Maintenance Fees	$ ____________
PULSE License Fees	$ ____________
Technology Fees	$ ____________
Franchisee Insurance Proceeds	$ ____________
Other Franchisee Payments	$ ____________
Company-Owned Stores License Fees	$ ____________
Third-Party License Fees	$ ____________
Product Purchase Payments	$ ____________
Co-Issuers Insurance Proceeds	$ ____________
Asset Disposition Proceeds	$ ____________
Excluded Amounts	$ ____________
Other Collections	$ ____________
Investment Income	$ ____________
HoldCo L/C Agreement Fee Income	$ ____________
Total Collections during Weekly Collection Period	$ ____________
LESS: ExcludedAmounts	____________
Advertising Fees	$ ____________
Company-Owned Stores Advertising Fees	$ ____________
Third-Party Matching Expenses	$ ____________
Product Purchase Payments	$ ____________
Bank Account Expenses	$ ____________
PLUS: Weekly Distributor Profit Amount	$ ____________
Retained Collections Contributions	$ ____________
Retained Collections during Weekly Collection Period	$
Indemnification Payments received during Weekly Collection Period	$
Real Estate Disposition Proceeds	$
Manager Advances	$

Domino’s Pizza Master Issuer LLC
Domino’s SPV Canadian Holding Company Inc.
Domino’s Pizza Distribution LLC Domino’s IP Holder LLC

Weekly Manager’s Certificate

	Weekly Allocation Date	

Fees, Expenses and Debt Service

Fees and expenses payable on Weekly Allocation Date

Servicing Fees, Liquidation Fees and Workout Fees	$ ____________
Weekly Management Amount	$ ____________
Manager Advances Reimbursement Amount	$ ____________
PULSE Maintenance Fees	$ ____________
Technology Fees	$ ____________
Capped Securitization Operating Expenses Amount	$ ____________
Post-Default Capped Trustee Expenses Amounts	$ ____________
Capped Class A-1 Senior Notes Administrative Expenses Amount	$ ____________
Supplemental Management Fee	$ ____________
Excess Securitization Operating Expenses Amount	$ ____________
Excess Class A-1 Senior Notes Administrative Expenses Amount	$ ____________
Class A-1 Senior Notes Other Amounts	$ ____________
Accrued amounts related to Notes	
Senior Notes Accrued Quarterly Interest Amount	$ ____________
Senior Subordinated Notes Accrued Quarterly Interest Amount	$ ____________
Class A-1 Senior Notes Accrued Quarterly Commitment Fee Amount	$ ____________
Senior Notes Interest Reserve Account Deficit Amount	$ ____________
Senior Subordinated Notes Interest Reserve Account Deficit Amount	$ ____________
Senior Notes Accrued Targeted Principal Payments Amount	$ ____________
Senior Subordinated Notes Accrued Targeted Principal Payments Amount	$ ____________
Subordinated Notes Accrued Quarterly Interest Amount	$ ____________
Subordinated Notes Accrued Targeted Principal Payments Amount	$ ____________
Senior Notes Accrued Quarterly Contingent Additional Interest Amount	$ ____________
Senior Subordinated Notes Accrued Quarterly Contingent Additional Interest Amount	$ ____________
Subordinated Notes Accrued Quarterly Contingent Additional Interest Amount	$ ____________
Weekly Aggregate Extension Prepayment Amount	$ ____________
Principal Balances	
Series 2017-1 Class A-1 Advance Notes outstanding	
As of Prior Weekly Allocation Date	$ ____________
As of Current Weekly Allocation Date	$ ____________
Series 2017-1 Class A-1 Swingline Notes outstanding	
As of Prior Weekly Allocation Date	$ ____________
As of Current Weekly Allocation Date	$ ____________
Series 2017-1 Class A-1 L/C Notes outstanding	
As of Prior Allocation Date	$ ____________
As of Current Weekly Allocation Date	$ ____________
Series 2015-1 Class A-2-II Notes Outstanding Principal Amount	
As of Prior Weekly Allocation Date	
As of Current Weekly Allocation Date	
Series 2017-1 Class A-2-I Notes Outstanding Principal Amount	$ ____________
As of Prior Weekly Allocation Date	$ ____________
As of Current Weekly Allocation Date	$ ____________
Series 2017-1 Class A-2-II Notes Outstanding Principal Amount	$ ____________
As of Prior Weekly Allocation Date	$ ____________
As of Current Weekly Allocation Date	$ ____________
Series 2017-1 Class A-2-III Notes Outstanding Principal Amount	
As of Prior Weekly Allocation Date	$ ____________

Weekly Manager's Certificate

	Weekly Allocation Date	
As of Current Weekly Allocation Date	$	______
Series 2018-1 Class A-2-I Notes Outstanding Principal Amount		______
As of Prior Weekly Allocation Date	$	______
As of Current Weekly Allocation Date	$	______
Series 2018-1 Class A-2-II Notes Outstanding Principal Amount		______
As of Prior Weekly Allocation Date	$	______
As of Current Weekly Allocation Date	$	______
Senior Subordinated Notes outstanding		
As of Prior Weekly Allocation Date	$	______
As of Current Weekly Allocation Date	$	______
Subordinated Notes outstanding		
As of Prior Weekly Allocation Date	$	______
As of Current Weekly Allocation Date	$	______
Non-Amortization Test		
Non-Amortization Period		
Date of Non-Amortization Period Commencement		

Domino's Pizza Master Issuer LLC
Domino's SPV Canadian Holding Company Inc.
Domino's Pizza Distribution LLC Domino's IP Holder LLC

Weekly Manager's Certificate

Weekly Allocation Date ______

WeeklyAllocation of Funds

Funds Available

Retained Collections	$	______
Indemnification and Real Estate Disposition Proceeds Payments	$	______

Triggers

Cash Trapping Percentage	
Rapid Amortization Period	

WeeklyAllocation

i.	Indemnification and Real Estate Disposition Proceeds Payments to Senior Notes Principal Payments Account or Subordinated Notes Principal Payments Account	$	______
ii.	a. Reimbursement of Servicing Advances first to the Trustee, then to the Servicer	$	______
	b. Reimbursement of Manager Advances to the Manager	$	______
	c. Servicing Fees, Liquidation Fees and Workout Fees to the Servicer	$	
iii.	Successor Manager Transition Expenses	$	______
iv.	a. Weekly Management Fee Amount	$	
	b. PULSE Maintenance Fees	$	______
	c. Technology Fees	$	
v.	a. Capped Securitization Operating Expenses Amount to Master Issuer	$	______
	b. Post-Default Capped Trustee Expenses Amount to Trustee	$	
vi.	a. Senior Notes Accrued Interest Amount to the Senior Notes Interest Account	$	______
	b. Series Hedge Payment Amount to the Series Hedge Payment Account	$	
vii.	Class A-1 Senior Notes Accrued Commitment Fees to Class A-1 Senior Notes Commitment Fees Account	$	______
viii.	Capped Class A-1 Senior Notes Administrative Expenses Amount to the Administrative Agent	$	
ix.	Senior Subordinated Notes Accrued Interest Amount to the Senior Subordinated Notes Interest Account	$	______
x.	Senior Notes Interest Reserve Account Deficit Amount to the Senior Notes Interest Reserve Account	$	
xi.	Senior Subordinated Notes Interest Reserve Account Deficit Amount to the Senior Subordinated Notes Interest Reserve Account	$	______
xii.	a. Senior Notes Accrued Scheduled Principal Payments Amount to the Senior Notes Principal Payment Account	$	
	b. Senior Notes Scheduled Principal Payments Deficiency Amount to the Senior Notes Principal Payment Account	$	______
xiii.	Senior Notes Scheduled Principal Catch-Up Amount	$	
xiv.	a. Supplemental Management Fee to the Manager	$	______
	b. Weekly Distribution Services Reimbursement Amount	$	
xv.	If no Rapid Amortization Period is continuing, if a Class A-1 Senior Notes Amortization Event is continuing all remaining funds to the Senior Notes Principal Payments Account for the Class A-1 Senior Notes	$	______
xvi.	If no Rapid Amortization Period is continuing, deposit of Cash Trapping Amount to Cash Trap Reserve Account	$	
xvii.	If a Rapid Amortization Period is continuing, all remaining funds to Senior Notes Principal Payments Account	$	______
xviii.	a. Senior Subordinated Notes Accrued Scheduled Principal Payments Amount to the Senior Subordinated Notes Principal Payment Account	$	
	b. Senior Subordinated Notes Scheduled Principal Payments Deficiency Amount to the Senior Subordinated Notes Principal Payment Account	$	______

Weekly Manager’s Certificate

Weekly Allocation Date ______

xix.	Senior Subordinated Notes Scheduled Principal Catch-Up Amount	$	______
xx.	If Rapid Amortization Period, all remaining funds allocated to Senior Subordinated Notes Principal Payments Account	$	______
xxi.	Excess Securitization Operating Expenses Amount	$	______
xxii.	Excess Class A-1 Senior Notes Administrative Expenses Amounts	$	______
xxiii.	Class A-1 Senior Notes Other Amounts	$	______
xxiv.	Subordinated Notes Accrued Quarterly Interest Amount	$	______
xxv.	Subordinated Notes Accrued Scheduled Principal Payments Amount	$	______
xxvi.	Subordinated Notes Scheduled Principal Catch-Up Amount	$	______
xxvii.	If Rapid Amortization Period, all remaining funds allocated to Subordinated Notes Principal Payments Account	$	______
xxviii.	Senior Notes Accrued Post-ARD Contingent Interest Amount to the Senior Notes Post-ARD Contingent Interest Account	$	______
xxix.	Senior Subordinated Notes Accrued Post-ARD Contingent Interest Amount to the Senior Subordinated Notes Post-ARD Contingent Interest Account	$	______
xxx.	Subordinated Notes Accrued Post-ARD Contingent Interest Amount to the Subordinated Notes Post-ARD Contingent Interest Account	$	______
xxxi.	a. Series Hedge Payment Amount constituting termination payment to the Series Hedge Payment Account	$	______
	b. Other amounts owed to Hedge Counterparty pursuant to Series Hedge Agreement	$	______
xxxii.	Payment of Environmental Remediation Expenses Amount	$	______
xxxiii.	Senior Notes unpaid premiums and make-whole premiums to Senior Notes Principal Payment Account	$	______
xxxiv	Senior Subordinated Notes unpaid premiums and make-whole premiums to Senior Subordinated Notes Principal Payment Account	$	______
xxxv.	Subordinated Notes unpaid premiums and make-whole premiums to Subordinated Notes Principal Payment Account	$	______
xxxvi.	Weekly Equipment Purchasing Reimbursement Amount	$	______
xxxvii.	Manager direction to the Lease Concentration, Equipment Holder or Real Estate Holder Accounts	$	______
xxxviii.	Total Residual Amount	$	______

Domino's Pizza Master Issuer LLC
Domino's SPV Canadian Holding Company Inc.
Domino's Pizza Distribution LLC Domino's IP Holder LLC

Weekly Manager's Certificate

Weekly Allocation Date [ ]

Series Allocations

(a) Indemnification and Real Estate Disposition Proceeds Payments
Allocated to Series 2017-1 Class A-1 Notes $__________
Allocated to Series 2015-1 Class A-2-II Notes $__________
Allocated to Series 2017-1 Class A-2-I Notes $__________
Allocated to Series 2017-1 Class A-2-II Notes $__________
Allocated to Series 2017-1 Class A-2-III Notes $__________
Allocated to Series 2018-1 Class A-2-I Notes $__________
Allocated to Series 2018-1 Class A-2-II Notes $__________

(b) Senior Notes Accrued Quarterly Interest Amount
Series 2017-1 Class A-1 Quarterly Interest $__________
Series 2015-1 Class A-2-II Quarterly Interest $__________
Series 2017-1 Class A-2-I Quarterly Interest $__________
Series 2017-1 Class A-2-II Quarterly Interest $__________
Series 2017-1 Class A-2-III Quarterly Interest $__________
Series 2018-1 Class A-2-I Quarterly Interest $__________
Series 2018-1 Class A-2-II Quarterly Interest $__________

(c) Class A-1 Senior Notes Accrued Quarterly Commitment Fee Amounts
Series 2017-1 Class A-1 Quarterly Commitment Fees $__________

(d) Capped Class A-1 Senior Notes Administrative Expenses Amounts
Series 2017-1 Class A-1 Administrative Expenses $__________

(e) Senior Notes Interest Reserve Account Deficit Amount
Series 2017-1/2015-1 Senior Notes Interest Reserve Account Deficit Amount $__________

(f) Cash Trapping Amount
Series 2017-1/2015-1 Cash Trapping Amount $__________

(g) Allocation of funds for payment of Scheduled Principal on Senior Notes
Allocated to Series 2017-1 Class A-1 Notes $__________
Allocated to Series 2015-1 Class A-2-II Notes $__________
Allocated to Series 2017-1 Class A-2-I Notes $__________
Allocated to Series 2017-1 Class A-2-II Notes $__________
Allocated to Series 2017-1 Class A-2-III Notes $__________
Allocated to Series 2018-1 Class A-2-I Notes $__________
Allocated to Series 2018-1 Class A-2-II Notes $__________

(h) Allocation of funds for payment of principal on Senior Notes following Rapid Amortization Event
Allocated to Series 2017-1 Class A-1 Notes $__________
Allocated to Series 2015-1 Class A-2-II Notes $__________
Allocated to Series 2017-1 Class A-2-I Notes $__________
Allocated to Series 2017-1 Class A-2-II Notes $__________
Allocated to Series 2017-1 Class A-2-III Notes $__________
Allocated to Series 2018-1 Class A-2-I Notes $__________
Allocated to Series 2018-1 Class A-2-II Notes $__________

(i) Class A-1 Senior Notes Other Amounts
Series 2017-1 Class A-1 Other Amounts $__________

(j) Senior Notes Quarterly Contingent Additional Interest Amounts
Series 2017-1 Class A-1 Quarterly Contingent Additional Interest $__________
Series 2015-1 Class A-2-II Quarterly Contingent Additional Interest $__________
Series 2017-1 Class A-2-I Quarterly Contingent Additional Interest $__________
Series 2017-1 Class A-2-II Quarterly Contingent Additional Interest $__________

Weekly Allocation Date	

Series 2017-1 Class A-2-III Quarterly Contingent Additional Interest	$__________
Series 2018-1 Class A-2-I Quarterly Contingent Additional Interest	$__________
Series 2018-1 Class A-2-II Quarterly Contingent Additional Interest	$__________

Domino’s Pizza Master Issuer LLC
Domino’s SPV Canadian Holding Company Inc.
Domino’s Pizza Distribution LLC Domino’s IP Holder LLC

Weekly Manager’s Certificate

	Weekly Allocation Date	

Reserve Account Amounts

Available Senior Notes Interest Reserve Account Amount as of Prior Weekly Payment Date	$ ________
Less Withdrawals Related to:	
Senior Notes Aggregate Quarterly Interest	$ ________
Class A-1 Senior Notes Aggregate Quarterly Commitment Fees	$ ________
Withdrawal related to Legal Final Maturity Date	$ ________
Other Released Amounts	$ ________
Plus Deposits Related to:	
Senior Notes Interest Reserve Account Deficit Amount deposited pursuant to (10) of Priority of Payments	$ ________
Available Senior Notes Interest Reserve Account Amount as of Current Weekly Payment Date	$ ________
Available Cash Trap Reserve Account Amount as of Prior Weekly Payment Date	$ ________
Less Withdrawals Related to:	
Senior Notes Aggregate Quarterly Interest	$ ________
Class A-1 Senior Notes Aggregate Quarterly Commitment Fees	$ ________
Senior Subordinated Notes Aggregate Quarterly Interest	$ ________
Senior Notes Aggregate Scheduled Principal	$ ________
Senior Subordinated Notes Aggregate Quarterly Scheduled Principal	$ ________
Subordinated Notes Aggregate Quarterly Interest	$ ________
Subordinated Notes Aggregate Quarterly Scheduled Principal	$ ________
Servicer and Manager Advances	$ ________
Cash Trapping Release Amount	$ ________
Amount withdrawn following Rapid Amortization Event	$ ________
Withdrawal related to Adjusted Repayment Date	$ ________
Plus Deposits:	
Cash Trapping Amounts deposited pursuant to (16) of Priority of Payments	$ ________
Available Cash Trap Reserve Account Amount as of Current Weekly Payment Date	$ ________

IN WITNESS HEREOF, the undersigned has duly executed and delivered this Weekly Manager’s Certificate this ____

Domino’s Pizza LLC as Manager on behalf of the Master Issuer and certain subsidiaries thereto,

by:____

In the following discussion, "Holdco" refers to Domino's Pizza, Inc., "Master Issuer" refers to Domino's Pizza Master Issuer LLC and "Co-Issuers" refers to, collectively, Domino's Pizza Master Issuer LLC, Domino's IP Holder LLC, Domino's Pizza Distribution LLC and Domino's SPV Canadian Holding Company Inc.

CAPITALIZATION OF HOLDCO

The following table sets forth the cash and cash equivalents and capitalization of Holdco as of December 31, 2017 (i) on an actual basis and (ii) on an as-adjusted basis to give effect to the transactions contemplated to occur on or about April 24, 2018 (the "Closing Date") in connection with the issuance of the Series 2018-1 Class A-2-I Notes and Series 2018-1 Class A-2-II Notes as described in the Current Report of Form 8-K to which this Exhibit is attached, including the repayment in full of the Series 2015-1 Class A-2-I Notes, as if such transactions occurred as of such date. This table should be read in conjunction with the consolidated financial statements and the accompanying notes included in Holdco's annual report on Form 10-K for the fiscal year ended December 31, 2017.

(dollars in thousands)	As of December 31, 2017	
	Actual *(Audited)*	**As-Adjusted** *(Unaudited)*
Cash and cash equivalents(1)	$ 35,768	$ 368,268
Debt and capital lease obligations:		
Series 2017-1 Class A-1 Notes(2)	—	—
Series 2015-1 Class A-2-I Notes(3)	492,500	—
Series 2015-1 Class A-2-II Notes(3)	788,000	788,000
Series 2017-1 Class A-2-I(FL) Notes(4)	299,250	299,250
Series 2017-1 Class A-2-II(FX) Notes(4)	598,500	598,500
Series 2017-1 Class A-2-III(FX) Notes(4)	997,500	997,500
Series 2018-1 Class A-2-I Notes and Series 2018-1 Class A-2-II Notes(5)	—	825,000
Capital lease obligations	5,437	5,437
Total debt and capital lease obligations(6)	**$3,181,187**	**$3,513,687**

(1) Excludes restricted cash and cash equivalents of approximately $191.8 million.

(2) Represents the Series 2017-1 Class A-1 Notes, which are variable funding notes that were issued by the Co-Issuers on July 24, 2017. The Series 2017-1 Class A-1 Notes, under which no amounts were drawn as of December 31, 2017, currently have a maximum outstanding principal amount of $175 million and a final legal maturity date of July 2047. The Series 2017-1 Class A-1 Notes have an expected repayment date of July 2022, with an option for up to two one-year renewals (subject to certain conditions, including a minimum debt service coverage ratio). Holdco expects the Master Issuer to have approximately $46.7 million in outstanding letters of credit, $80.0 million of outstanding principal and $48.3 million of available borrowing capacity under the Series 2017-1 Class A-1 Notes on or about the Closing Date. The Co-Issuers may use a portion of the proceeds from this offering to repay all or a portion of the amounts outstanding under the Series 2017-1 Class A-1 Notes.

(3) The Series 2015-1 Class A-2 Notes were issued by the Co-Issuers on October 21, 2015 and have a final legal maturity of October 2045. The Series 2015-1 Class A-2-I Notes have an expected repayment date of October 2020 and the Series 2015-1 Class A-2-II Notes have an expected repayment date of October 2025. On January 25, 2018, the Co-Issuers made a payment of principal (i) with respect to the 2015-1 Class A-2-I Notes in an amount equal to approximately $1.3 million and (ii) with respect to the 2015-1 Class A-2-II Notes in an amount equal to approximately $2.0 million. The Co-Issuers are expected to use a portion of the proceeds from this offering to repay all amounts outstanding under the Series 2015-1 Class A-2-I Notes (consisting of approximately $491.3 million in aggregate principal amount as of the Closing Date and, following a scheduled prepayment of principal on April 25, 2018 in an amount of approximately $1.3 million, $490 million in aggregate principal amount on the anticipated repayment date of April 27, 2018).

(4) The Series 2017-1 Class A-2 Notes were issued by the Co-Issuers on July 24, 2017 and have a final legal maturity of July 2047. The Series 2017-1 Class A-2-I(FL) Notes and Series 2017 Class A-2-II(FX) Notes have an expected repayment date of July 2022 and the Series 2017-1 Class A-2-III(FX) Notes have an expected repayment date of July 2027. On January 25, 2018, the Co-Issuers made a payment of principal (i) with respect to the 2017-1 Class A-2-I(FL) Notes in an amount equal to approximately $0.8 million, (ii) with respect to the Series 2017-1 Class A-2-II(FX) Notes in an amount equal to approximately $1.5 million and (iii) with respect to the 2017-1 Class A-2-III(FX) Notes in an amount equal to approximately $2.5 million.

(5) The Series 2018-1 Class A-2 Notes will be issued on the Closing Date and will have a final legal maturity of July 2048. The Series 2018-1 Class A-2-I Notes have an expected repayment date of October 2025 and the Series 2018-1 Class A-2-II Notes have an expected repayment date of July 2027.

(6) Represents gross debt and capital lease obligation amounts and is not inclusive of debt issuance costs.

CAPITALIZATION OF THE MASTER ISSUER

The following table sets forth the cash and cash equivalents and capitalization of the Master Issuer as of December 31, 2017 (i) on an actual basis and (ii) on an as-adjusted basis to give effect to the transactions contemplated to occur on or about the Closing Date in connection with the issuance of the Series 2018-1 Class A-2-I Notes and Series 2018-1 Class A-2-II Notes on the Closing Date, including the repayment in full of the Series 2015-1 Class A-2-I Notes, as if such transactions occurred as of such date.

	As of December 31, 2017	
(dollars in thousands)	**Actual** *(Audited)*	**As-Adjusted** *(Unaudited)*
Cash and cash equivalents(1)	$ —	$ —
Debt and capital lease obligations:		
Series 2017-1 Class A-1 Notes(2)	—	—
Series 2015-1 Class A-2-I Notes(3)	492,500	—
Series 2015-1 Class A-2-II Notes(3)	788,000	788,000
Series 2017-1 Class A-2-I(FL) Notes(4)	299,250	299,250
Series 2017-1 Class A-2-II(FX) Notes(4)	598,500	598,500
Series 2017-1 Class A-2-III(FX) Notes(4)	997,500	997,500
Series 2018-1 Class A-2-I Notes and Series 2018-1 Class A-2-II Notes(5)	—	825,000
Capital lease obligations	4,899	4,899
Total debt and capital lease obligations(6)	**$3,180,649**	**$3,513,149**

(1) Excludes restricted cash and cash equivalents of approximately $191.8 million.

(2) Represents the Series 2017-1 Class A-1 Notes, which are variable funding notes that were issued by the Co-Issuers on July 24, 2017. The Series 2017-1 Class A-1 Notes, under which no amounts were drawn as of December 31, 2017, currently have a maximum outstanding principal amount of $175 million and a final legal maturity date of July 2047. The Series 2017-1 Class A-1 Notes have an expected repayment date of July 2022, with an option for up to two one-year renewals (subject to certain conditions, including a minimum debt service coverage ratio). The Master Issuer expects to have approximately $46.7 million in outstanding letters of credit, $80.0 million of outstanding principal and $48.3 million of available borrowing capacity under the Series 2017-1 Class A-1 Notes on or about the Closing Date. The Co-Issuers may use a portion of the proceeds from this offering to repay all or a portion of the amounts outstanding under the Series 2017-1 Class A-1 Notes.

(3) The Series 2015-1 Class A-2 Notes were issued by the Co-Issuers on October 21, 2015 and have a final legal maturity of October 2045. The Series 2015-1 Class A-2-I Notes have an expected repayment date of October 2020 and the Series 2015-1 Class A-2-II Notes have an expected repayment date of October 2025. On January 25, 2018, the Co-Issuers made a payment of principal (i) with respect to the 2015-1 Class A-2-I Notes in an amount equal to approximately $1.3 million and (ii) with respect to the 2015-1 Class A-2-II Notes in an amount equal to approximately $2.0 million. The Co-Issuers are expected to use a portion of the proceeds from this offering to repay all amounts outstanding under the Series 2015-1 Class A-2-I Notes (consisting of approximately $491.3 million in aggregate principal amount as of the Closing Date and, following a scheduled prepayment of principal on April 25, 2018 in an amount of approximately $1.3 million, $490 million in aggregate principal amount on the anticipated repayment date of April 27, 2018).

(4) The Series 2017-1 Class A-2 Notes were issued by the Co-Issuers on July 24, 2017 and have a final legal maturity of July 2047. The Series 2017-1 Class A-2-I(FL) Notes and Series 2017 Class A-2-II(FX) Notes have an expected repayment date of July 2022 and the Series 2017-1 Class A-2-III(FX) Notes have an expected repayment date of July 2027. On January 25, 2018, the Co-Issuers made a payment of principal (i) with respect to the 2017-1 Class A-2-I(FL) Notes in an amount equal to approximately $0.8 million, (ii) with respect to the Series 2017-1 Class A-2-II(FX) Notes in an amount equal to approximately $1.5 million and (iii) with respect to the 2017-1 Class A-2-III(FX) Notes in an amount equal to approximately $2.5 million.

(5) The Series 2018-1 Class A-2 Notes will be issued on the Closing Date and will have a final legal maturity of July 2048. The Series 2018-1 Class A-2-I Notes have an expected repayment date of October 2025 and the Series 2018-1 Class A-2-II Notes have an expected repayment date of July 2027.

(6) Represents gross debt and capital lease obligation amounts and is not inclusive of debt issuance costs.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL INFORMATION AND OTHER DATA OF HOLDCO

Set forth below is selected historical consolidated financial information and other data of Holdco at the dates and for the periods indicated. The selected historical financial information and other data as December 29, 2013, December 28, 2014, January 3, 2016, January 1, 2017 and December 31, 2017 and for the fiscal years ended December 29, 2013, December 28, 2014, January 3, 2016, January 1, 2017 and December 31, 2017 have been derived from Holdco's audited consolidated financial statements. The audited consolidated financial statements for each of the fiscal years ended December 29, 2013, December 28, 2014, January 3, 2016, January 1, 2017 and December 31, 2017 have been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm.

The selected historical consolidated financial information and other data should be read in conjunction with *Capitalization of Holdco*" and with the "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and the consolidated financial statements and the accompanying notes included in Holdco's annual report on Form 10-K for the fiscal year ended December 31, 2017.

	Fiscal Years Ended				
(dollars in thousands)	**December 29, 2013**	**December 28, 2014**	**January 3, 2016**	**January 1, 2017**	**December 31, 2017**
Income Statement Data:					
Revenues					
Domestic Company-Owned Stores	$ 337,414	$ 348,497	$ 396,916	$ 439,024	$ 490,846
Domestic Franchise	212,369	230,192	272,808	312,260	351,387
Domestic Stores	549,783	578,689	669,724	751,284	842,233
Supply Chain	1,118,873	1,262,523	1,383,161	1,544,345	1,739,038
International Franchise	133,567	152,621	163,643	176,999	206,708
Total Revenues	1,802,223	1,993,833	2,216,528	2,472,628	2,787,979
Cost of Sales	1,253,249	1,399,067	1,533,397	1,704,937	1,921,988
Operating Margin	$ 548,974	$ 594,766	$ 683,131	$ 767,691	$ 865,991
General and Administrative Expense	235,163	249,405	277,692	313,649	344,759
Income from Operations	$ 313,811	$ 345,361	$ 405,439	$ 454,042	$ 521,232
Other Financial Data:					
Holdco EBITDA(1)	$ 339,594	$ 381,149	$ 437,873	$ 492,182	$ 565,601
Holdco Adjusted EBITDA(1)	$ 361,948	$ 397,629	$ 456,672	$ 511,609	$ 583,788
Holdco Adjusted EBITDAR(1)	$ 402,153	$ 440,610	$ 502,767	$ 561,556	$ 641,715
Depreciation and Amortization	$ 25,783	$ 35,788	$ 32,434	$ 38,140	$ 44,369
Cash Flow Data:					
Net Cash Provided by Operating Activities	$ 193,989	$ 192,339	$ 291,786	$ 287,273	$ 339,036
Capital Expenditures	40,387	70,093	63,282	58,555	90,011
Holdco Free Cash Flow(2)	$ 153,602	$ 122,246	$ 228,504	$ 228,718	$ 249,025

(dollars in thousands)	As of December 29, 2013	As of December 28, 2014	As of January 3, 2016	As of January 1, 2017	As of December 31, 2017
Balance Sheets Data:					
Cash and Cash Equivalents(3)	$ 14,383	$ 30,855	$ 133,449	$ 42,815	$ 35,768
Restricted Cash and Cash Equivalents	$ 125,453	$ 120,954	$ 180,940	$ 126,496	$ 191,762
Working Capital(3)	$ (28,524)	$ 41,799	$ 45,714	$ (34,321)	$ (10,267)
Property, Plant and Equipment, Net	$ 97,584	$ 114,046	$ 131,890	$ 138,534	$ 169,586
Total Assets	$ 496,562	$ 596,333	$ 799,845	$ 716,295	$ 836,753
Total Debt Net of Debt Issuance Cost(4)	$ 1,507,750	$ 1,501,164	$ 2,240,793	$ 2,187,877	$ 3,153,814
Total Liabilities	$ 1,786,764	$ 1,815,798	$ 2,600,096	$ 2,599,438	$ 3,572,137

(1) Holdco EBITDA, Holdco Adjusted EBITDA and Holdco Adjusted EBITDAR are non-GAAP financial measures. The following table sets forth a reconciliation of Holdco EBITDA, Holdco Adjusted EBITDA and Holdco Adjusted EBITDAR to net income.

(2) Holdco Free Cash Flow is a non-GAAP financial measure.

(3) Excludes restricted cash and cash equivalents.

(4) Includes current portion.

	Fiscal Years Ended				
(dollars in thousands)	December 29, 2013	December 28, 2014	January 3, 2016	January 1, 2017	December 31, 2017
Reconciliations:					
Net income	$ 142,985	$ 162,587	$192,789	$214,678	$ 277,905
Interest expense, net	88,712	86,738	99,224	109,384	121,079
Provision for income taxes	82,114	96,036	113,426	129,980	122,248
Depreciation and amortization	25,783	35,788	32,434	38,140	44,369
Holdco EBITDA	**$ 339,594**	**$ 381,149**	**$437,873**	**$492,182**	**$ 565,601**
Adjustments (less) plus:					
Non-cash compensation expense	21,987	17,587	17,623	18,564	20,713
Loss (gain) on disposal of assets	367	(1,107)	316	863	(3,148)
Other adjustments	—	—	860	—	622
Holdco Adjusted EBITDA	**$ 361,948**	**$ 397,629**	**$456,672**	**$511,609**	**$ 583,788**
Rent Expense	40,205	42,981	46,095	49,947	57,927
Holdco Adjusted EBITDAR	**$ 402,153**	**$ 440,610**	**$502,767**	**$561,556**	**$ 641,715**