
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): December 23, 2008

Domino's Pizza, Inc.

(Exact name of registrant as specified in its charter)

Commission file number:

333-114442

Delaware
(State or other jurisdiction of
incorporation or organization)

38-2511577
(I.R.S. Employer
Identification Number)

30 Frank Lloyd Wright Drive
Ann Arbor, Michigan 48106
(Address of principal executive offices)

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

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))
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Item 5.02. Compensatory Arrangements of Certain Officers.

(e)

Domino's Pizza, Inc. (the "Company") entered into amendments to the employment agreements (each, an "Amendment" and collectively, the "Amendments") of each of David A. Brandon, James G. Stansik, J. Patrick Doyle, Russell J. Weiner, L. David Mounts and Wendy A. Beck, effective December 23, 2008. The Amendment for Mr. Brandon consists of an increase in his annual salary from \$850,000 to \$885,000 and an increase in the number of shares of restricted stock to be granted to him in 2009 from 50,000 shares to 75,000 shares. The Amendments for the remaining executives are to ensure that the original employment agreements comply with all of the provisions of Internal Revenue Code ("IRC") §409A as well as to memorialize increases in annual salary for Mr. Doyle to \$485,000, for Mr. Mounts to \$415,000 and for Ms. Beck to \$425,000.

In addition, for tax deductibility purposes, David A. Brandon, the Company's Chairman and Chief Executive Officer, will continue to participate in the Company's Senior Executive Annual Incentive Plan (the "Plan"), which is both IRC §162(m) compliant and shareholder approved. Additionally, Mr. Brandon has voluntarily agreed to forgo all bonus amounts payable to him for fiscal 2009 under the Plan that exceed his previously disclosed annual bonus percentage provided in his employment agreement, similar to the eligible employees participating in the 2009 Team Achievement Dividend ("TAD") program. The Company's other executive officers have also agreed to waive their respective right to participate in the Plan for fiscal 2009 and will instead participate in the Company's TAD program at the annual bonus percentages provided for in their current employment agreements.

Item 9.01 Financial Statements and Exhibits.

(c)

- 10.1 Amendment to Employment Agreement dated as of December 23, 2008 between Domino's Pizza LLC and David A. Brandon.
- 10.2 Amendment to Employment Agreement dated as of December 23, 2008 between Domino's Pizza LLC and James G. Stansik.
- 10.3 Amendment to Employment Agreement dated as of December 23, 2008 between Domino's Pizza LLC and J. Patrick Doyle.
- 10.4 Amendment to Employment Agreement dated as of December 23, 2008 between Domino's Pizza LLC and Russell J. Weiner.
- 10.5 Amendment to Employment Agreement dated as of December 23, 2008 between Domino's Pizza LLC and Wendy A. Beck.
- 10.6 Amendment to Employment Agreement dated as of December 23, 2008 between Domino's Pizza LLC and L. David Mounts.

SIGNATURES

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

DOMINO'S PIZZA, INC.
(Registrant)

Date: December 24, 2008

/s/ Kenneth B. Rollin

Kenneth B. Rollin
Executive Vice President and General Counsel

**Amendment No. 1 To
Amended and Restated Employment Agreement**

This Amendment No. 1 (the "Amendment") to that certain amended and restated employment agreement (the "Agreement"), dated as of December 3, 2007, by and between, Domino's Pizza, Inc., Domino's, Inc. and Domino's Pizza LLC (collectively, the "Company") and David A. Brandon (the "Executive") is dated as of December 23, 2008.

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual agreements set forth herein and in the Agreement, the parties here to agree as follows.

1. Effective as of January 1, 2009, and pursuant to Section 13.3 of the Employment Agreement, Section 4.1 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following therefore:

"4.1 Base Salary. During the term hereof, the Company shall pay the Executive a base salary at the rate of Eight Hundred Eighty-Five Thousand Dollars (\$885,000) per year, payable in accordance with the payroll practices of the Company for its executives and subject to such increases as the Board in its sole discretion. Such base salary, as from time to time increased, is hereafter referred to as the "Base Salary".

2. Effective immediately, and pursuant to Section 13.3 of the Employment Agreement, Section 4.3.2(b) of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following therefore:

"(b) Effective as of the first business day of 2009, the Company shall grant to the Executive, pursuant to the Company's Stock Plan, 75,000 restricted shares of the Company's Common Stock ("2009 Restricted Stock"), subject to a two (2) year graded vesting schedule, where one-half ($\frac{1}{2}$) of the Restricted Stock vests on the anniversary date of the grant. The Restricted Stock shall be granted pursuant to a restricted stock agreement substantially in the form of Exhibit A-3 hereof."

3. Effective immediately, and pursuant to Section 13.3 of the Employment Agreement, Section 5.1 of the Employment Agreement is hereby amended by replacing the word "calendar" with "fiscal."

4. The Employment Agreement as otherwise amended is in all other respects confirmed.

5. This Amendment shall be effective as of the dates provided herein.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, this amendment has been duly executed this 23rd day of December, 2008 and is effective as described in Paragraph 5 hereof.

THE COMPANY:

DOMINO'S PIZZA, INC.

By: /s/ Robert M. Rosenberg

Name: Robert M. Rosenberg

Title: Director

PRINCIPAL SUBSIDIARIES:

DOMINO'S, INC.

By: /s/ Wendy A. Beck

Name: Wendy A. Beck

Title: Vice President

DOMINO'S PIZZA LLC

By: /s/ Wendy A. Beck

Name: Wendy A. Beck

Title: Vice President and Chief Financial Officer

THE EXECUTIVE:

/s/ David A. Brandon

Name: David A. Brandon

Amendment to Employment Agreement

This Amendment to that certain employment agreement dated as of February 14, 2007, by Domino's Pizza LLC, a Michigan limited liability corporation (the "Company") and James G. Stansik (the "Executive") (the "Agreement") is dated as of December 23, 2008.

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual agreements set forth herein and in the Agreement, the parties here to agree as follows.

1. Effective immediately, Subsection (i) of Section 4.5 of the Employment Agreement is hereby amended by deleting said Subsection in its entirety and substituting the following:

"(i) any expense policy of the Company set by the Board from time to time, including without limitation any portion thereof intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and other guidance thereunder ("Section 409A") and"

2. Effective immediately, Section 5 of the Employment Agreement is amended by deleting said Section in its entirety and substituting the following:

"5. **Termination of Employment and Severance Benefits.** Notwithstanding the provisions of Section 2 hereof, the Executive's employment hereunder shall terminate prior to the expiration of the term of this Agreement under the circumstances described in this Section 5. All references herein to termination of employment, separation from service and similar or correlative terms, insofar as they are relevant to the payment of any benefit that could constitute nonqualified deferred compensation subject to Section 409A, shall be construed to require a "separation from service" within the meaning of Section 409A, and the Company and the Executive shall take all steps necessary (including with regard to any post-termination services by the Executive) to ensure that any such termination constitutes a "separation from service" as so defined."

3. Effective immediately, Section 5.2.1 of the Employment Agreement is amended by adding the following to the end of said Section:

"; *provided*, that if the Executive incurs a leave of absence due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months, the Executive, unless he/she earlier returns to service (at a level of service inconsistent with a separation from service under Section 409A) or his/her employment is earlier terminated, shall in all events be deemed to have separated from service not later than by the end of the twenty-ninth (29th) month, commencing with the commencement of such leave of absence."

4. Effective immediately, Section 5.2.2 of the Employment Agreement is amended by deleting said Section in its entirety and substituting the following:

"5.2.2 The Board may designate another employee to act in the Executive's place during any period of the Executive's disability. Notwithstanding any such designation, the Executive shall continue to receive the Base Salary in accordance with Section 4.1 and to receive benefits in accordance with Section 4.5, to the extent permitted by the then current terms of the applicable benefit plans, until the Executive becomes disabled within the meaning of Section 409A or until the termination of his/her employment, whichever shall first occur. Upon becoming so disabled, or upon such termination, whichever shall first occur, the Company shall promptly and in all events within thirty (30) days pay to the Executive any Base Salary earned but unpaid through the date of such eligibility or termination and any Bonus for the fiscal year preceding the year of such eligibility

or termination that was earned but unpaid. At the times the Company pays its executives bonuses generally, but no later than two and one half (2 1/2) months after the end of the fiscal year in which the bonus is earned, the Company shall pay the Executive an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such eligibility or termination (prorated in accordance with Section 4.2). During the eighteen (18) month period from the date of such disability (as determined under Section 409A), the Company shall pay the Executive, at its regular pay periods, an amount equal to the difference between the Base Salary and the amounts of any disability income benefits that the Executive receives in respect of such period.”

5. Effective immediately, Section 5.2.3 of the Employment Agreement is hereby amended by deleting the word “eligibility” and replacing it with “disability (as determined under Section 409A)”.

6. Effective immediately, Section 5.2.4 of the Employment Agreement is hereby amended by inserting “or for purposes of Section 409A” after the word “hereunder,” and before the words “the Executive may”.

7. Effective immediately, Section 5.4 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following:

“5.4 ~~By the Company Other Than for Cause~~. The Company may terminate the Executive’s employment hereunder other than for Cause at any time upon notice to the Executive. In the event of such termination, the Company shall pay the Executive: (i) promptly following termination and in all events within thirty (30) days thereof, Base Salary earned but unpaid through the date of termination, plus (ii) severance payments for a period to end twelve (12) months after the termination date (“Severance Term”), of which (a) the first severance payment shall be made on the date that is six (6) months from the date of termination and in an amount equal six (6) times the Executives monthly base compensation in effect at the time of such termination and (b) the balance of the severance shall be paid in six (6) monthly payments beginning on the date that is seven (7) months from the date of termination and continuing through the date that is twelve (12) months from the date of termination, each such monthly payment in an amount equal to the Executive’s monthly base compensation in effect at the time of such termination (i.e., 1/12th of the Base Salary), plus (iii) promptly following termination and in all events within thirty (30) days thereof, any unpaid portion of any Bonus for the fiscal year preceding the year in which such termination occurs that was earned but has not been paid, plus (iv) at the times the Company pays its executives bonuses generally, but no later than two and one half (2 1/2) months after the end of the fiscal year in which the Bonus is earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (prorated in accordance with Section 4.2).”

8. Effectively immediately, the third sentence of Section 5.5 is hereby amended by deleting said sentence in its entirety and substituting the following:

“In the event of termination in accordance with this Section 5.5, then the Company shall pay the Executive: (x) promptly following termination and in all events within thirty (30) days thereof, Base Salary earned but unpaid through the date of termination, plus (y) six months after the termination date, an amount equal to six times the Executive’s monthly base compensation in effect at the time of such termination (i.e., 1/12th of the Base Salary) and thereafter, monthly severance payments, each equal to the Executive’s monthly base compensation for a period of six months, plus (z) at the times the Company pays its executives bonuses generally, but no later than two and one half (2 1/2) months after the end of the fiscal year in which the bonus is earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (prorated in accordance with Section 4.2).”

9. Effective immediately, Section 5.6 of the Employment Agreement is hereby amended by inserting the following sentence at the end of said Section:

“The payments made under subsections (i) and (iii) hereof shall be made promptly following termination and in all events within thirty (30) days thereof.”

10. Effective immediately, a new Section 5.8 of the Employment Agreement is inserted into the Employment Agreement as follows:

“5.8 Delayed Payments for Specified Employees. Notwithstanding the foregoing provisions of this Section 5, if the Executive is a “specified employee” as defined in Section 409A, determined in accordance with the methodology established by the Company as in effect on the Executive’s termination, amounts payable hereunder on account of the Executive’s termination that would constitute nonqualified deferred compensation for purposes of Section 409A and that would, but for this Section 5.9, be payable within the six (6) month period commencing with the Executive’s termination shall instead be accumulated and paid in a lump sum at the conclusion of such six-month period.”

11. Effective immediately, Section 12 of the Employment Agreement is amended by renaming the title “Withholding/Other Tax Matters” and adding the following sentence at the end of the Section 13.3:

“This Agreement shall be construed consistent with the intent that all payment and benefits hereunder comply with the requirements of, or the requirements for exemption from, Section 409A. Notwithstanding the foregoing, the Company shall not be liable to the Executive for any failure to comply with any such requirements.”

12. The Employment Agreement as otherwise amended is in all other respects confirmed.

13. This amendment shall be effective as of the dates provided herein.

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IN WITNESS WHEREOF, this amendment has been duly executed this 23rd day of December, 2008 and is effective as described in Paragraph 14 hereof.

THE COMPANY:

DOMINO'S PIZZA LLC

By: /s/ David A. Brandon

Name: David A. Brandon

Title: Chief Executive Officer

THE EXECUTIVE:

/s/ James G. Stansik

Name: James G. Stansik

Amendment to Employment Agreement

This Amendment to that certain employment agreement dated as of February 14, 2007, as amended, by Domino's Pizza LLC, a Michigan limited liability corporation (the "Company") and J. Patrick Doyle (the "Executive") (the "Agreement") is dated as of December 23, 2008.

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual agreements set forth herein and in the Agreement, the parties here to agree as follows.

1. Effective as of December 29, 2008, Section 4.1 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following:

"4.1 Base Salary. The Company shall pay the Executive a base salary at the rate of Four Hundred Eighty-Five Thousand Dollars (\$485,000) per year, payable in accordance with the payroll practices of the Company for its executives and subject to such increases as the Board of Directors of the Company or the Compensation Committee (the "Board") in its sole discretion may determine from time to time (the "Base Salary")."

2. Effective immediately, Subsection (i) of Section 4.5 of the Employment Agreement is hereby amended by deleting said Subsection in its entirety and substituting the following:

"(i) any expense policy of the Company set by the Board from time to time, including without limitation any portion thereof intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and other guidance thereunder ("Section 409A") and"

3. Effective immediately, Section 5 of the Employment Agreement is amended by deleting said Section in its entirety and substituting the following:

"5. Termination of Employment and Severance Benefits. Notwithstanding the provisions of Section 2 hereof, the Executive's employment hereunder shall terminate prior to the expiration of the term of this Agreement under the circumstances described in this Section 5. All references herein to termination of employment, separation from service and similar or correlative terms, insofar as they are relevant to the payment of any benefit that could constitute nonqualified deferred compensation subject to Section 409A, shall be construed to require a "separation from service" within the meaning of Section 409A, and the Company and the Executive shall take all steps necessary (including with regard to any post-termination services by the Executive) to ensure that any such termination constitutes a "separation from service" as so defined."

4. Effective immediately, Section 5.2.1 of the Employment Agreement is amended by adding the following to the end of said Section:

“; *provided*, that if the Executive incurs a leave of absence due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months, the Executive, unless he/she earlier returns to service (at a level of service inconsistent with a separation from service under Section 409A) or his/her employment is earlier terminated, shall in all events be deemed to have separated from service not later than by the end of the twenty-ninth (29th) month, commencing with the commencement of such leave of absence.”

5. Effective immediately, Section 5.2.2 of the Employment Agreement is amended by deleting said Section in its entirety and substituting the following:

“5.2.2 The Board may designate another employee to act in the Executive’s place during any period of the Executive’s disability. Notwithstanding any such designation, the Executive shall continue to receive the Base Salary in accordance with Section 4.1 and to receive benefits in accordance with Section 4.5, to the extent permitted by the then current terms of the applicable benefit plans, until the Executive becomes disabled within the meaning of Section 409A or until the termination of his/her employment, whichever shall first occur. Upon becoming so disabled, or upon such termination, whichever shall first occur, the Company shall promptly and in all events within thirty (30) days pay to the Executive any Base Salary earned but unpaid through the date of such eligibility or termination and any Bonus for the fiscal year preceding the year of such eligibility or termination that was earned but unpaid. At the times the Company pays its executives bonuses generally, but no later than two and one half (2 1/2) months after the end of the fiscal year in which the bonus is earned, the Company shall pay the Executive an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such eligibility or termination (prorated in accordance with Section 4.2). During the eighteen (18) month period from the date of such disability (as determined under Section 409A), the Company shall pay the Executive, at its regular pay periods, an amount equal to the difference between the Base Salary and the amounts of any disability income benefits that the Executive receives in respect of such period.”

6. Effective immediately, Section 5.2.3 of the Employment Agreement is hereby amended by deleting the word “eligibility” and replacing it with “disability (as determined under Section 409A)”.

7. Effective immediately, Section 5.2.4 of the Employment Agreement is hereby amended by inserting “or for purposes of Section 409A” after the word “hereunder,” and before the words “the Executive may”.

8. Effective immediately, Section 5.4 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following:

“5.4 By the Company Other Than for Cause. The Company may terminate the Executive’s employment hereunder other than for Cause at any time upon notice to the Executive. In the event of such termination, the Company shall pay the Executive: (i) promptly following termination and in all events within thirty (30) days thereof, Base Salary earned but unpaid through the date of termination, plus (ii) severance payments for a period to end twelve (12) months after the termination date (“Severance Term”), of which (a) the first severance payment shall be made on the date that is six (6) months from the date of termination and in an amount equal six (6) times the Executives monthly base compensation in effect at the time of such termination and (b) the balance of the severance shall be paid in six (6) monthly payments beginning on the date that is seven (7) months from the date of termination and continuing through the date that is twelve (12) months from the date of termination, each such monthly payment in an amount equal to the Executive’s monthly base compensation in effect at the time of such termination (i.e., 1/12th of the Base Salary), plus (iii) promptly following termination and in all events within thirty (30) days thereof, any unpaid portion of any Bonus for the fiscal year preceding the year in which such termination occurs that was earned but has not been paid, plus (iv) at the times the Company pays its executives bonuses generally, but no later than two and one half (2 1/2) months after the end of the fiscal year in which the Bonus is earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (prorated in accordance with Section 4.2).”

9. Effectively immediately, the third sentence of Section 5.5 is hereby amended by deleting said sentence in its entirety and substituting the following:

“In the event of termination in accordance with this Section 5.5, then the Company shall pay the Executive: (x) promptly following termination and in all events within thirty (30) days thereof, Base Salary earned but unpaid through the date of termination, plus (y) six months after the termination date, an amount equal to six times the Executive’s monthly base compensation in effect at the time of such termination (i.e., $\frac{1}{12}$ th of the Base Salary) and thereafter, monthly severance payments, each equal to the Executive’s monthly base compensation for a period of six months , plus (z) at the times the Company pays its executives bonuses generally, but no later than two and one half ($2\frac{1}{2}$) months after the end of the fiscal year in which the bonus is earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (prorated in accordance with Section 4.2).”

10. Effective immediately, Section 5.6 of the Employment Agreement is hereby amended by inserting the following sentence at the end of said Section:

“The payments made under subsections (i) and (iii) hereof shall be made promptly following termination and in all events within thirty (30) days thereof.”

11. Effective immediately, a new Section 5.8 of the Employment Agreement is inserted into the Employment Agreement as follows:

“5.8 Delayed Payments for Specified Employees. Notwithstanding the foregoing provisions of this Section 5, if the Executive is a “specified employee” as defined in Section 409A, determined in accordance with the methodology established by the Company as in effect on the Executive’s termination, amounts payable hereunder on account of the Executive’s termination that would constitute nonqualified deferred compensation for purposes of Section 409A and that would, but for this Section 5.9, be payable within the six (6) month period commencing with the Executive’s termination shall instead be accumulated and paid in a lump sum at the conclusion of such six-month period.”

12. Effective immediately, Section 12 of the Employment Agreement is amended by renaming the title “Withholding/Other Tax Matters” and adding the following sentence at the end of the Section 13.3:

“This Agreement shall be construed consistent with the intent that all payment and benefits hereunder comply with the requirements of, or the requirements for exemption from, Section 409A. Notwithstanding the foregoing, the Company shall not be liable to the Executive for any failure to comply with any such requirements.”

13. The Employment Agreement as otherwise amended is in all other respects confirmed.

14. This amendment shall be effective as of the dates provided herein.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, this amendment has been duly executed this 23rd day of December, 2008 and is effective as described in Paragraph 14 hereof.

THE COMPANY:

DOMINO'S PIZZA LLC

By: /s/ David A. Brandon

Name: David A. Brandon

Title: Chief Executive Officer

THE EXECUTIVE:

/s/ J. Patrick Doyle

Name: J. Patrick Doyle

Amendment to Employment Agreement

This Amendment to that certain employment agreement dated as of September 2, 2008, by Domino's Pizza LLC, a Michigan limited liability corporation (the "Company") and Russell J. Weiner (the "Executive") (the "Agreement") is dated as of December 23, 2008.

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual agreements set forth herein and in the Agreement, the parties here to agree as follows.

1. Effective immediately, Subsection (i) of Section 4.5 of the Employment Agreement is hereby amended by deleting said Subsection in its entirety and substituting the following:

"(i) any expense policy of the Company set by the Board from time to time, including without limitation any portion thereof intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and other guidance thereunder ("Section 409A") and"

2. Effective immediately, Section 5 of the Employment Agreement is amended by deleting said Section in its entirety and substituting the following:

"5. **Termination of Employment and Severance Benefits.** Notwithstanding the provisions of Section 2 hereof, the Executive's employment hereunder shall terminate prior to the expiration of the term of this Agreement under the circumstances described in this Section 5. All references herein to termination of employment, separation from service and similar or correlative terms, insofar as they are relevant to the payment of any benefit that could constitute nonqualified deferred compensation subject to Section 409A, shall be construed to require a "separation from service" within the meaning of Section 409A, and the Company and the Executive shall take all steps necessary (including with regard to any post-termination services by the Executive) to ensure that any such termination constitutes a "separation from service" as so defined."

3. Effective immediately, Section 5.2.1 of the Employment Agreement is amended by adding the following to the end of said Section:

"; *provided*, that if the Executive incurs a leave of absence due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months, the Executive, unless he/she earlier returns to service (at a level of service inconsistent with a separation from service under Section 409A) or his/her employment is earlier terminated, shall in all events be deemed to have separated from service not later than by the end of the twenty-ninth (29th) month, commencing with the commencement of such leave of absence."

4. Effective immediately, Section 5.2.2 of the Employment Agreement is amended by deleting said Section in its entirety and substituting the following:

"5.2.2 The Board may designate another employee to act in the Executive's place during any period of the Executive's disability. Notwithstanding any such designation, the Executive shall continue to receive the Base Salary in accordance with Section 4.1 and to receive benefits in accordance with Section 4.5, to the extent permitted by the then current terms of the applicable benefit plans, until the Executive becomes disabled within the meaning of Section 409A or until the termination of his/her employment, whichever shall first occur. Upon becoming so disabled, or upon such termination, whichever shall first occur, the Company shall promptly and in all events within thirty (30) days pay to the Executive any Base Salary earned but unpaid through the date of such eligibility or termination and any Bonus for the fiscal year preceding the year of such eligibility

or termination that was earned but unpaid. At the times the Company pays its executives bonuses generally, but no later than two and one half (2 1/2) months after the end of the fiscal year in which the bonus is earned, the Company shall pay the Executive an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such eligibility or termination (prorated in accordance with Section 4.2). During the eighteen (18) month period from the date of such disability (as determined under Section 409A), the Company shall pay the Executive, at its regular pay periods, an amount equal to the difference between the Base Salary and the amounts of any disability income benefits that the Executive receives in respect of such period.”

5. Effective immediately, Section 5.2.3 of the Employment Agreement is hereby amended by deleting the word “eligibility” and replacing it with “disability (as determined under Section 409A)”.

6. Effective immediately, Section 5.2.4 of the Employment Agreement is hereby amended by inserting “or for purposes of Section 409A” after the word “hereunder,” and before the words “the Executive may”.

7. Effective immediately, Section 5.4 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following:

“5.4 ~~By the Company Other Than for Cause~~. The Company may terminate the Executive’s employment hereunder other than for Cause at any time upon notice to the Executive. In the event of such termination, the Company shall pay the Executive: (i) promptly following termination and in all events within thirty (30) days thereof, Base Salary earned but unpaid through the date of termination, plus (ii) severance payments for a period to end twelve (12) months after the termination date (“Severance Term”), of which (a) the first severance payment shall be made on the date that is six (6) months from the date of termination and in an amount equal six (6) times the Executives monthly base compensation in effect at the time of such termination and (b) the balance of the severance shall be paid in six (6) monthly payments beginning on the date that is seven (7) months from the date of termination and continuing through the date that is twelve (12) months from the date of termination, each such monthly payment in an amount equal to the Executive’s monthly base compensation in effect at the time of such termination (i.e., 1/12th of the Base Salary), plus (iii) promptly following termination and in all events within thirty (30) days thereof, any unpaid portion of any Bonus for the fiscal year preceding the year in which such termination occurs that was earned but has not been paid, plus (iv) at the times the Company pays its executives bonuses generally, but no later than two and one half (2 1/2) months after the end of the fiscal year in which the Bonus is earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (prorated in accordance with Section 4.2).”

8. Effectively immediately, the third sentence of Section 5.5 is hereby amended by deleting said sentence in its entirety and substituting the following:

“In the event of termination in accordance with this Section 5.5, then the Company shall pay the Executive: (x) promptly following termination and in all events within thirty (30) days thereof, Base Salary earned but unpaid through the date of termination, plus (y) six months after the termination date, an amount equal to six times the Executive’s monthly base compensation in effect at the time of such termination (i.e., 1/12th of the Base Salary) and thereafter, monthly severance payments, each equal to the Executive’s monthly base compensation for a period of six months, plus (z) at the times the Company pays its executives bonuses generally, but no later than two and one half (2 1/2) months after the end of the fiscal year in which the bonus is earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (prorated in accordance with Section 4.2).”

9. Effective immediately, Section 5.6 of the Employment Agreement is hereby amended by inserting the following sentence at the end of said Section:

“The payments made under subsections (i) and (iii) hereof shall be made promptly following termination and in all events within thirty (30) days thereof.”

10. Effective immediately, a new Section 5.8 of the Employment Agreement is inserted into the Employment Agreement as follows:

“5.8 Delayed Payments for Specified Employees. Notwithstanding the foregoing provisions of this Section 5, if the Executive is a “specified employee” as defined in Section 409A, determined in accordance with the methodology established by the Company as in effect on the Executive’s termination, amounts payable hereunder on account of the Executive’s termination that would constitute nonqualified deferred compensation for purposes of Section 409A and that would, but for this Section 5.9, be payable within the six (6) month period commencing with the Executive’s termination shall instead be accumulated and paid in a lump sum at the conclusion of such six-month period.”

11. Effective immediately, Section 12 of the Employment Agreement is amended by renaming the title “Withholding/Other Tax Matters” and adding the following sentence at the end of the Section 13.3:

“This Agreement shall be construed consistent with the intent that all payment and benefits hereunder comply with the requirements of, or the requirements for exemption from, Section 409A. Notwithstanding the foregoing, the Company shall not be liable to the Executive for any failure to comply with any such requirements.”

12. The Employment Agreement as otherwise amended is in all other respects confirmed.

13. This amendment shall be effective as of the dates provided herein.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, this amendment has been duly executed this 23rd day of December, 2008 and is effective as described in Paragraph 14 hereof.

THE COMPANY:

DOMINO'S PIZZA LLC

By: /s/ David A. Brandon

Name: David A. Brandon

Title: Chief Executive Officer

THE EXECUTIVE:

/s/ Russell J. Weiner

Name: Russell J. Weiner

Amendment to Employment Agreement

This Amendment to that certain employment agreement dated as of April 28, 2008, by Domino's Pizza LLC, a Michigan limited liability corporation (the "Company") and Wendy A. Beck (the "Executive") (the "Employment Agreement") is dated as of December 23, 2008.

WHEREAS, the parties wish to amend the Employment Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual agreements set forth herein and in the Employment Agreement, the parties here to agree as follows.

1. Effective as of December 29, 2008, Section 4.1 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following:

"4.1 Base Salary. The Company shall pay the Executive a base salary at the rate of Four Hundred Twenty-Five Thousand Dollars (\$425,000) per year, payable in accordance with the payroll practices of the Company for its executives and subject to such increases as the Board of Directors of the Company or the Compensation Committee (the "Board") in its sole discretion may determine from time to time (the "Base Salary")."

2. Effective immediately, Subsection (i) of Section 4.5 of the Employment Agreement is hereby amended by deleting said Subsection in its entirety and substituting the following:

"(i) any expense policy of the Company set by the Board from time to time, including without limitation any portion thereof intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and other guidance thereunder ("Section 409A") and"

3. Effective immediately, Section 5 of the Employment Agreement is amended by deleting said Section in its entirety and substituting the following:

"5. Termination of Employment and Severance Benefits. Notwithstanding the provisions of Section 2 hereof, the Executive's employment hereunder shall terminate prior to the expiration of the term of this Agreement under the circumstances described in this Section 5. All references herein to termination of employment, separation from service and similar or correlative terms, insofar as they are relevant to the payment of any benefit that could constitute nonqualified deferred compensation subject to Section 409A, shall be construed to require a "separation from service" within the meaning of Section 409A, and the Company and the Executive shall take all steps necessary (including with regard to any post-termination services by the Executive) to ensure that any such termination constitutes a "separation from service" as so defined."

4. Effective immediately, Section 5.2.1 of the Employment Agreement is amended by adding the following to the end of said Section:

“; *provided*, that if the Executive incurs a leave of absence due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months, the Executive, unless he/she earlier returns to service (at a level of service inconsistent with a separation from service under Section 409A) or his/her employment is earlier terminated, shall in all events be deemed to have separated from service not later than by the end of the twenty-ninth (29th) month, commencing with the commencement of such leave of absence.”

5. Effective immediately, Section 5.2.2 of the Employment Agreement is amended by deleting said Section in its entirety and substituting the following:

“5.2.2 The Board may designate another employee to act in the Executive’s place during any period of the Executive’s disability. Notwithstanding any such designation, the Executive shall continue to receive the Base Salary in accordance with Section 4.1 and to receive benefits in accordance with Section 4.5, to the extent permitted by the then current terms of the applicable benefit plans, until the Executive becomes disabled within the meaning of Section 409A or until the termination of his/her employment, whichever shall first occur. Upon becoming so disabled, or upon such termination, whichever shall first occur, the Company shall promptly and in all events within thirty (30) days pay to the Executive any Base Salary earned but unpaid through the date of such eligibility or termination and any Bonus for the fiscal year preceding the year of such eligibility or termination that was earned but unpaid. At the times the Company pays its executives bonuses generally, but no later than two and one half (2 1/2) months after the end of the fiscal year in which the bonus is earned, the Company shall pay the Executive an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such eligibility or termination (prorated in accordance with Section 4.2). During the eighteen (18) month period from the date of such disability (as determined under Section 409A), the Company shall pay the Executive, at its regular pay periods, an amount equal to the difference between the Base Salary and the amounts of any disability income benefits that the Executive receives in respect of such period.”

6. Effective immediately, Section 5.2.3 of the Employment Agreement is hereby amended by deleting the word “eligibility” and replacing it with “disability (as determined under Section 409A)”.

7. Effective immediately, Section 5.2.4 of the Employment Agreement is hereby amended by inserting “or for purposes of Section 409A” after the word “hereunder,” and before the words “the Executive may”.

8. Effective immediately, Section 5.4 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following:

“5.4 By the Company Other Than for Cause. The Company may terminate the Executive’s employment hereunder other than for Cause at any time upon notice to the Executive. In the event of such termination, the Company shall pay the Executive: (i) promptly following termination and in all events within thirty (30) days thereof, Base Salary earned but unpaid through the date of termination, plus (ii) severance payments for a period to end twelve (12) months after the termination date (“Severance Term”), of which (a) the first severance payment shall be made on the date that is six (6) months from the date of termination and in an amount equal six (6) times the Executives monthly base compensation in effect at the time of such termination and (b) the balance of the severance shall be paid in six (6) monthly payments beginning on the date that is seven (7) months from the date of termination and continuing through the date that is twelve (12) months from the date of termination, each such monthly payment in an amount equal to the Executive’s monthly base compensation in effect at the time of such termination (i.e., 1/12th of the Base Salary), plus (iii) promptly following termination and in all events within thirty (30) days thereof, any unpaid portion of any Bonus for the fiscal year preceding the year in which such termination occurs that was earned but has not been paid, plus (iv) at the times the Company pays its executives bonuses generally, but no later than two and one half (2 1/2) months after the end of the fiscal year in which the Bonus is earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (prorated in accordance with Section 4.2).”

9. Effectively immediately, the third sentence of Section 5.5 is hereby amended by deleting said sentence in its entirety and substituting the following:

“In the event of termination in accordance with this Section 5.5, then the Company shall pay the Executive: (x) promptly following termination and in all events within thirty (30) days thereof, Base Salary earned but unpaid through the date of termination, plus (y) six months after the termination date, an amount equal to six times the Executive’s monthly base compensation in effect at the time of such termination (i.e., $\frac{1}{12}$ th of the Base Salary) and thereafter, monthly severance payments, each equal to the Executive’s monthly base compensation for a period of six months , plus (z) at the times the Company pays its executives bonuses generally, but no later than two and one half ($2\frac{1}{2}$) months after the end of the fiscal year in which the bonus is earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (prorated in accordance with Section 4.2).”

10. Effective immediately, Section 5.6 of the Employment Agreement is hereby amended by inserting the following sentence at the end of said Section:

“The payments made under subsections (i) and (iii) hereof shall be made promptly following termination and in all events within thirty (30) days thereof.”

11. Effective immediately, a new Section 5.8 of the Employment Agreement is inserted into the Employment Agreement as follows:

“5.8 Delayed Payments for Specified Employees. Notwithstanding the foregoing provisions of this Section 5, if the Executive is a “specified employee” as defined in Section 409A, determined in accordance with the methodology established by the Company as in effect on the Executive’s termination, amounts payable hereunder on account of the Executive’s termination that would constitute nonqualified deferred compensation for purposes of Section 409A and that would, but for this Section 5.9, be payable within the six (6) month period commencing with the Executive’s termination shall instead be accumulated and paid in a lump sum at the conclusion of such six-month period.”

12. Effective immediately, Section 12 of the Employment Agreement is amended by renaming the title “Withholding/Other Tax Matters” and adding the following sentence at the end of the Section 13.3:

“This Agreement shall be construed consistent with the intent that all payment and benefits hereunder comply with the requirements of, or the requirements for exemption from, Section 409A. Notwithstanding the foregoing, the Company shall not be liable to the Executive for any failure to comply with any such requirements.”

13. The Employment Agreement as otherwise amended is in all other respects confirmed.

14. This amendment shall be effective as of the dates provided herein.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, this amendment has been duly executed this 23rd day of December, 2008 and is effective as described in Paragraph 14 hereof.

THE COMPANY:

DOMINO'S PIZZA LLC

By: /s/ David A. Brandon

Name: David A. Brandon

Title: Chief Executive Officer

THE EXECUTIVE:

/s/ Wendy A. Beck

Name: Wendy A. Beck

Amendment to Employment Agreement

This Amendment to that certain employment agreement dated as of February 14, 2007, by Domino's Pizza LLC, a Michigan limited liability corporation (the "Company") and L. David Mounts (the "Executive") (the "Agreement") is dated as of December 23, 2008.

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual agreements set forth herein and in the Agreement, the parties here to agree as follows.

1. Effective as of December 29, 2008, Section 4.1 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following:

"4.1 Base Salary. The Company shall pay the Executive a base salary at the rate of Four Hundred Fifteen Thousand Dollars (\$415,000) per year, payable in accordance with the payroll practices of the Company for its executives and subject to such increases as the Board of Directors of the Company or the Compensation Committee (the "Board") in its sole discretion may determine from time to time (the "Base Salary")."

2. Effective immediately, Subsection (i) of Section 4.5 of the Employment Agreement is hereby amended by deleting said Subsection in its entirety and substituting the following:

"(i) any expense policy of the Company set by the Board from time to time, including without limitation any portion thereof intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and other guidance thereunder ("Section 409A") and"

3. Effective immediately, Section 5 of the Employment Agreement is amended by deleting said Section in its entirety and substituting the following:

"5. Termination of Employment and Severance Benefits. Notwithstanding the provisions of Section 2 hereof, the Executive's employment hereunder shall terminate prior to the expiration of the term of this Agreement under the circumstances described in this Section 5. All references herein to termination of employment, separation from service and similar or correlative terms, insofar as they are relevant to the payment of any benefit that could constitute nonqualified deferred compensation subject to Section 409A, shall be construed to require a "separation from service" within the meaning of Section 409A, and the Company and the Executive shall take all steps necessary (including with regard to any post-termination services by the Executive) to ensure that any such termination constitutes a "separation from service" as so defined."

4. Effective immediately, Section 5.2.1 of the Employment Agreement is amended by adding the following to the end of said Section:

"; *provided*, that if the Executive incurs a leave of absence due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months, the Executive, unless he/she earlier returns to service (at a level of service inconsistent with a separation from service under Section 409A) or his/her employment is earlier terminated, shall in all events be deemed to have separated from service not later than by the end of the twenty-ninth (29th) month, commencing with the commencement of such leave of absence."

5. Effective immediately, Section 5.2.2 of the Employment Agreement is amended by deleting said Section in its entirety and substituting the following:

“5.2.2 The Board may designate another employee to act in the Executive’s place during any period of the Executive’s disability. Notwithstanding any such designation, the Executive shall continue to receive the Base Salary in accordance with Section 4.1 and to receive benefits in accordance with Section 4.5, to the extent permitted by the then current terms of the applicable benefit plans, until the Executive becomes disabled within the meaning of Section 409A or until the termination of his/her employment, whichever shall first occur. Upon becoming so disabled, or upon such termination, whichever shall first occur, the Company shall promptly and in all events within thirty (30) days pay to the Executive any Base Salary earned but unpaid through the date of such eligibility or termination and any Bonus for the fiscal year preceding the year of such eligibility or termination that was earned but unpaid. At the times the Company pays its executives bonuses generally, but no later than two and one half (2 1/2) months after the end of the fiscal year in which the bonus is earned, the Company shall pay the Executive an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such eligibility or termination (prorated in accordance with Section 4.2). During the eighteen (18) month period from the date of such disability (as determined under Section 409A), the Company shall pay the Executive, at its regular pay periods, an amount equal to the difference between the Base Salary and the amounts of any disability income benefits that the Executive receives in respect of such period.”

6. Effective immediately, Section 5.2.3 of the Employment Agreement is hereby amended by deleting the word “eligibility” and replacing it with “disability (as determined under Section 409A)”.

7. Effective immediately, Section 5.2.4 of the Employment Agreement is hereby amended by inserting “or for purposes of Section 409A” after the word “hereunder,” and before the words “the Executive may”.

8. Effective immediately, Section 5.4 of the Employment Agreement is hereby amended by deleting said Section in its entirety and substituting the following:

“5.4 By the Company Other Than for Cause. The Company may terminate the Executive’s employment hereunder other than for Cause at any time upon notice to the Executive. In the event of such termination, the Company shall pay the Executive: (i) promptly following termination and in all events within thirty (30) days thereof, Base Salary earned but unpaid through the date of termination, plus (ii) severance payments for a period to end twelve (12) months after the termination date (“Severance Term”), of which (a) the first severance payment shall be made on the date that is six (6) months from the date of termination and in an amount equal six (6) times the Executives monthly base compensation in effect at the time of such termination and (b) the balance of the severance shall be paid in six (6) monthly payments beginning on the date that is seven (7) months from the date of termination and continuing through the date that is twelve (12) months from the date of termination, each such monthly payment in an amount equal to the Executive’s monthly base compensation in effect at the time of such termination (i.e., 1/12th of the Base Salary), plus (iii) promptly following termination and in all events within thirty (30) days thereof, any unpaid portion of any Bonus for the fiscal year preceding the year in which such termination occurs that was earned but has not been paid, plus (iv) at the times the Company pays its executives bonuses generally, but no later than two and one half (2 1/2) months after the end of the fiscal year in which the Bonus is earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (prorated in accordance with Section 4.2).”

9. Effectively immediately, the third sentence of Section 5.5 is hereby amended by deleting said sentence in its entirety and substituting the following:

“In the event of termination in accordance with this Section 5.5, then the Company shall pay the Executive: (x) promptly following termination and in all events within thirty (30) days thereof, Base Salary earned but unpaid through the date of termination, plus (y) six months after the termination date, an amount equal to six times the Executive’s monthly base compensation in effect at the time of such termination (i.e., $\frac{1}{12}$ th of the Base Salary) and thereafter, monthly severance payments, each equal to the Executive’s monthly base compensation for a period of six months , plus (z) at the times the Company pays its executives bonuses generally, but no later than two and one half ($2\frac{1}{2}$) months after the end of the fiscal year in which the bonus is earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (prorated in accordance with Section 4.2).”

10. Effective immediately, Section 5.6 of the Employment Agreement is hereby amended by inserting the following sentence at the end of said Section:

“The payments made under subsections (i) and (iii) hereof shall be made promptly following termination and in all events within thirty (30) days thereof.”

11. Effective immediately, a new Section 5.8 of the Employment Agreement is inserted into the Employment Agreement as follows:

“5.8 Delayed Payments for Specified Employees. Notwithstanding the foregoing provisions of this Section 5, if the Executive is a “specified employee” as defined in Section 409A, determined in accordance with the methodology established by the Company as in effect on the Executive’s termination, amounts payable hereunder on account of the Executive’s termination that would constitute nonqualified deferred compensation for purposes of Section 409A and that would, but for this Section 5.9, be payable within the six (6) month period commencing with the Executive’s termination shall instead be accumulated and paid in a lump sum at the conclusion of such six-month period.”

12. Effective immediately, Section 12 of the Employment Agreement is amended by renaming the title “Withholding/Other Tax Matters” and adding the following sentence at the end of the Section 13.3:

“This Agreement shall be construed consistent with the intent that all payment and benefits hereunder comply with the requirements of, or the requirements for exemption from, Section 409A. Notwithstanding the foregoing, the Company shall not be liable to the Executive for any failure to comply with any such requirements.”

13. The Employment Agreement as otherwise amended is in all other respects confirmed.

14. This amendment shall be effective as of the dates provided herein.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, this amendment has been duly executed this 23rd day of December, 2008 and is effective as described in Paragraph 14 hereof.

THE COMPANY:

DOMINO'S PIZZA LLC

By: /s/ David A. Brandon

Name: David A. Brandon

Title: Chief Executive Officer

THE EXECUTIVE:

/s/ L. David Mounts

Name: L. David Mounts