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**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**Current Report  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of report (Date of earliest event reported): January 5, 2018**

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**Domino's Pizza, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**

(State or Other Jurisdiction of Incorporation or Organization)

**001-32242**  
(Commission  
File Number)

**38-2511577**  
(IRS Employer  
Identification No.)

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

**48105**  
(Zip Code)

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

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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 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.

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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On January 5, 2018, Mr. J. Patrick Doyle informed Domino's Pizza, Inc. (the "Company") that he will resign from his position as President, Chief Executive Officer and Director of the Company effective at 11:59 p.m. on June 30, 2018. The Company announced Mr. Doyle's decision to resign via a press release on January 9, 2018.

The Company also announced that the Board of Directors of the Company has appointed Mr. Richard "Ritch" E. Allison, Jr., age 50, to become the Company's Chief Executive Officer, effective July 1, 2018. Mr. Allison shall also be appointed to the Company's Board of Directors as soon as practical after July 1, 2018 in accordance with his new employment agreement. Mr. Allison joined the Company in March 2011 as its Executive Vice President of International and has served as President, Domino's International since October 2014.

The Company has agreed to the following terms with Mr. Allison in his new employment agreement that will become effective on or about July 1, 2018:

- annual base salary of \$865,000;
- annual incentive bonus target of 200% of his base salary under the terms and conditions of the Domino's Pizza Senior Executive Annual Incentive Plan, which ties the performance bonus to achieving targeted financial goals;
- a special equity award consisting of a restricted stock award in the amount of \$4,750,000 that shall vest 100% on the fourth anniversary of the grant, generally subject to his continued employment through such date;
- a normal 2018 equity award with a value of 250% of his annual salary; and
- 45 hours annually of personal use of the Company's aircraft or other private aircraft.

If Mr. Allison is terminated by the Company without cause or leaves the Company for good reason, he will be entitled to a severance package equal to his existing salary for twenty-four months.

The Company also announced that the Board of Directors of the Company has appointed Mr. Russell J. Weiner, age 49, to fill the newly-created role of Chief Operating Officer and President of the Americas, effective July 1, 2018. Mr. Weiner joined the Company in September 2008 as its Executive Vice President and Chief Marketing Officer and has served as President, Domino's USA (which represents the Company's domestic franchised and Company-owned store operations in addition to U.S. marketing) since October 2014. Mr. Weiner also serves on the Board of Directors of The Clorox Company.

The Company has agreed to the following terms with Mr. Weiner in his new employment agreement that will become effective on or about July 1, 2018:

- annual base salary of \$725,000;
- annual incentive bonus target of 150% of his base salary under the terms and conditions of the Domino's Pizza Senior Executive Annual Incentive Plan, which ties the performance bonus to achieving targeted financial goals;
- a special equity award consisting of a restricted stock award in the amount of \$3,275,000 that shall vest 100% on the fourth anniversary of the grant, generally subject to his continued employment through such date; and
- a normal 2018 equity award with a value of 200% of his annual salary.

If Mr. Weiner is terminated by the Company without cause or leaves the Company for good reason, he will be entitled to a severance package equal to his existing salary for twenty-four months.

A copy of the employment agreements for Messrs. Allison and Weiner, a copy of the Time-Sharing Agreement for use of the Company's aircraft for Mr. Allison and the form of the Restricted Stock Award Agreement for Messrs. Allison and Weiner are attached hereto as Exhibits 10.1, 10.2, 10.3 and 10.4, respectively, and are incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

*(d) Exhibits.*

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#"><u>Employment Agreement dated as of January 8, 2018 between Domino's Pizza, Inc., Domino's Pizza LLC and Richard E. Allison, Jr.</u></a>
10.2	<a href="#"><u>Employment Agreement dated as of January 8, 2018 between Domino's Pizza, Inc., Domino's Pizza LLC and Russell J. Weiner.</u></a>
10.3	<a href="#"><u>Time Sharing Agreement dated as of January 8, 2018 between Domino's Pizza LLC and Richard E. Allison, Jr.</u></a>
10.4	<a href="#"><u>Form of 2018 Restricted Stock Agreement.</u></a>

**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.

Date: January 10, 2018

DOMINO'S PIZZA, INC.  
(Registrant)

/s/ Kevin S. Morris  
Kevin S. Morris  
Executive Vice President and General Counsel

**EMPLOYMENT AGREEMENT**

This Employment Agreement (this “Agreement”) is made as of January 8, 2018 and is effective as of July 1, 2018 (the “Effective Date”), by and among Domino’s Pizza, Inc., a Delaware corporation (the “Company”) and Domino’s Pizza LLC, a Michigan limited liability company (“DPLLC” or the “Principal Subsidiary”), on the one hand, and Richard E. Allison, Jr. (the “Executive”), on the other hand.

**Recitals**

1. The operations of the Company and its Affiliates (as defined in Sub-Section 11.1) are a complex matter requiring direction and leadership in a variety of areas.
2. The Executive has experience and expertise that qualify him to provide the direction and leadership required by the Company and its Affiliates.
3. Subject to the terms and conditions set forth below, the Company and DPLLC wish to employ the Executive as its Chief Executive Officer and the Executive wishes to accept such employment.

**Agreement**

Now, therefore, the parties agree as follows:

1. Employment. Subject to the terms and conditions set forth in this Agreement, the Company hereby offers and the Executive hereby accepts employment as the Chief Executive Officer of the Company, effective as of the Effective Date.
2. Term. The Executive shall be employed hereunder for an indefinite term commencing on the Effective Date and continuing until terminated as set forth in Section 5 hereof. The term of the Executive’s employment under this Agreement is hereafter referred to as “the term of this Agreement” or “the term hereof.”
3. Capacity and Performance.
  - 3.1. Offices. During the term hereof, the Executive shall serve the Company in the office of Chief Executive Officer. In such capacity, the Executive shall be responsible for the Company’s operations and financial performance and the coordination of the Company’s strategic direction. In addition, for as long as the Executive is employed by the Company and without further compensation, the Executive shall be nominated to serve as a member of the Company’s Board of Directors (the “Board”) and, if so elected by the Company’s shareholders, shall serve as a member of the Board. Further, for so long as the Executive is employed hereunder and without further compensation, the Executive shall serve as a director and officer of DPLLC and of one or

more of the Company's other Affiliates, if so elected or appointed from time to time. The Executive shall be subject to the direction of the Board and shall have such other powers, duties and responsibilities consistent with the Executive's position as Chief Executive Officer as may from time to time be prescribed by the Board.

3.2. Performance. During the term hereof, the Executive shall be employed by the Company on a full-time basis and shall perform and discharge, faithfully, diligently and to the best of his ability, his duties and responsibilities hereunder. During the term hereof, the Executive shall devote his full business time exclusively to the advancement of the business and interests of the Company and its Affiliates and to the discharge of his duties and responsibilities hereunder. The Executive shall not engage in any other business activity or serve in any industry, trade, professional, governmental, political, charitable or academic position during the term of this Agreement, except for such directorships or other positions which he currently holds and has disclosed to the Company on Exhibit A hereof and except as otherwise may be approved in advance by the Board.

4. Compensation and Benefits. During the term hereof, as compensation for all services performed by the Executive under this Agreement and subject to performance of the Executive's duties and obligations to the Company and its Affiliates, pursuant to this Agreement or otherwise:

4.1. Base Salary. During the term hereof, the Company shall pay the Executive a base salary at the rate of Eight Hundred Sixty-Five Thousand Dollars (\$865,000) per year, payable in accordance with the payroll practices of the Company for its executives and subject to increase from time to time by the Board or the Compensation Committee thereof in its sole discretion. Such base salary, as from time to time increased, is hereafter referred to as the "Base Salary".

4.2. Bonus Compensation. During the term hereof, the Executive shall participate in the Company's Senior Executive Annual Incentive Plan or such other annual bonus plan maintained by the Company for its executives, as it may be amended from time to time pursuant to the terms thereof (the "Plan") and shall be eligible for annual bonus awards thereunder (each annual bonus award, a "Bonus"). For purposes of the Plan, the Executive shall be eligible for a Bonus, and the Executive's target Bonus opportunity shall be 200% of the Base Salary. Whenever any Bonus payable to the Executive is stated in this Agreement to be prorated for any period of service less than a full year, such Bonus shall be prorated by multiplying (x) the amount of the Bonus actually earned and payable for the applicable fiscal year in accordance with this Sub-Section 4.2 by (y) a fraction, the denominator of which shall be 365 and the numerator of which shall be the number of days during the applicable fiscal year for which the Executive was employed by the Company as its Chief Executive Officer. The Executive agrees and understands that any prorated Bonus payments will be made only after determination of the achievement of the applicable Performance Measures (as defined in the Plan or other performance objectives associated with the Bonus) by the Board or the Compensation Committee thereof in accordance with the terms of the Plan. Any compensation paid to the Executive as a Bonus shall be in addition to the Base Salary.

4.3. Equity and Other Incentive Compensation Awards. During the term hereof, the Executive shall be eligible for stock and other incentive compensation awards under the Company's 2004 Equity Incentive Plan, as it may be amended from time to time (the "Stock Plan"). Without limiting the generality of the foregoing, (i) as soon as reasonably practicable following the Effective Date, the Company shall grant the Executive a one-time award of restricted stock pursuant to the Stock Plan and a restricted stock award agreement substantially in the form attached hereto as Exhibit B, with a grant date value of approximately Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000) (with the number of shares of restricted stock determined based on the closing price of a share of the Company's common stock on the Effective Date) and (ii) the Executive shall be eligible to receive an annual grant of equity awards for fiscal year 2018 at the time that the Compensation Committee approves annual equity awards for executives of the Company generally, subject to the Executive's continued employment on such date, with such annual grant of equity awards to have a target value equal to 250% of the Base Salary, to be granted under the Stock Plan and evidenced by award agreements approved by the Compensation Committee and to have such terms and conditions to be determined by the Compensation Committee, including the form or forms of the equity awards to be so granted.

4.4. Vacations. During the term hereof, the Executive shall be entitled to accrue four (4) weeks of vacation per annum, to be taken at such times and intervals as shall be determined by the Executive, subject to the reasonable business needs of the Company. The Executive may not accumulate or carry over from one (1) calendar year to another any unused, accrued vacation time. The Executive shall not be entitled to compensation for vacation time not taken. In addition, the Executive shall be entitled to five (5) days of emergency/medical PTO per calendar year.

4.5. Other Benefits.

4.5.1. During the term hereof and subject to any contribution therefor generally required of executives of the Company or the Principal Subsidiary, as applicable, the Executive shall be entitled to participate in all employee benefit plans, including without limitation any 401(k) plan, from time to time adopted by the Board and in effect for executives of the Company or the Principal Subsidiary, as applicable, generally (except to the extent such plans are in a category of benefit otherwise provided the Executive hereunder). Such participation shall be subject to (i) the terms of the applicable plan documents, (ii) generally applicable policies of the Company or the Principal Subsidiary, as applicable and (iii) applicable law. Each of the Company and the Principal Subsidiary may alter, modify, add to or delete any aspects of its employee benefit plans at any time as the Board, in its sole judgment, determines to be appropriate.

4.5.2. For the avoidance of doubt, as of the Effective Date, during the term hereof and subject to any contribution therefor generally required of executives of the Company or the Principal Subsidiary, as applicable, the Executive and his spouse shall be entitled to participate in the Company's health plan in accordance with the terms of the applicable plan documents and applicable law.

4.6. Business Expenses. The Company shall pay or reimburse the Executive for all reasonable business expenses, including without limitation the cost of first class air travel, incurred or paid by the Executive in the performance of his duties and responsibilities hereunder, subject to (i) any expense policy of the Company or the Principal Subsidiary, as applicable, set by the Board from time to time, other than with respect to first class air travel, and (ii) such reasonable substantiation and documentation requirements as may be specified by the Board from time to time. All business expenses eligible for payment or reimbursement hereunder shall be paid or reimbursed by the end of the calendar year in which the expenses are incurred (or, if the expense is submitted within thirty (30) days prior to the end of the calendar year, within thirty (30) days following such submission). Pursuant to Section 409A of the Code ("Section 409A"), the amount of expenses eligible for payment or reimbursement during a calendar year shall not affect expenses eligible for reimbursement in another calendar year, and the Executive's right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit.

4.7. Miscellaneous.

4.7.1. The Company shall pay or reimburse the Executive for his business association dues and expenses up to Eleven Thousand Dollars (\$11,000) per year, with Board approval of any material increase in cost above such amount. Such reimbursement shall occur no later than the end of the calendar year in which the dues and expenses are incurred.

4.7.2. The Company shall provide the Executive with directors and officers insurance and personal liability protection described on Exhibit C.

4.7.3. The Company acknowledges its obligation to furnish the Executive (which for purposes of this Sub-Section 4.7.3 includes the Executive's spouse, family and guests when accompanying him), with transportation during the term hereof that provides him with security to address bona fide business-oriented security concerns, and shall, at the Company's expense, make available to the Executive, Company or other private aircraft for business and personal use at his discretion, provided that any such personal use shall be limited to forty-five (45) hours per calendar year (the "Yearly Aircraft Hours"). For personal use of the Company or other private aircraft in excess of the Yearly Aircraft Hours, the Executive shall be subject to a usage level and cost to be negotiated with the Board from time to time at rates in accordance with Standard Industrial Fare

Level rates stipulated by the U.S. Department of Transportation or in the Time Sharing Agreement dated as of the date hereof, as may be amended from time to time, between the Executive and the Principal Subsidiary (the "Time Sharing Agreement").

4.7.4. Upon receiving the prior written approval of the Board or the Compensation Committee thereof authorizing the Executive to join a particular airline club, the Company shall pay or reimburse the Executive for dues for not less than two (2) nor more than four (4) airline clubs, provided that such club memberships serve a direct business purpose and subject to such reasonable substantiation and documentation requirements as to cost and purpose as may be specified by the Company from time to time.

4.7.5. The Company shall annually pay for or reimburse the Executive for the cost of a physical examination and health evaluation performed by a licensed medical doctor, subject to such reasonable substantiation and documentation requirements as to cost as may be specified by the Company from time to time.

4.7.6. The Company shall pay or reimburse the Executive for his reasonable legal fees and expenses incurred in connection with the review of this Agreement and other agreements referred to herein in an aggregate amount not to exceed Ten Thousand Dollars (\$10,000). Such payment or reimbursement shall occur as soon as reasonably practicable and in no event later than the last day of the calendar year following the calendar year in which such fees and expense were incurred.

5. Termination of Services and Severance Benefits. The Executive's services hereunder shall continue until terminated under the circumstances set forth below:

The Company and the Executive shall use reasonable efforts to take all steps necessary (including with regard to any post-termination services by the Executive) to ensure that any termination described in this Section 5 constitutes a "separation from service" within the meaning of Section 409A.

5.1. Death. In the event of the Executive's death during the term hereof, the Executive's employment hereunder shall immediately and automatically terminate, and the Company shall pay to the Executive's designated beneficiary (or, if no beneficiary has been designated by the Executive, to his estate) within thirty (30) days following death (or at such earlier time as may be required by applicable law), any Base Salary earned but unpaid through the date of death, any Bonus for the fiscal year preceding the year in which death occurs that was earned but has not yet been paid and, at the times the Company pays its executives bonuses in accordance with its general payroll policies, but no later than two and one half (2 ½) months following the fiscal year in which earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of the Executive's death (pro-rated in accordance with Sub-Section 4.2).

## 5.2. Disability.

5.2.1. The Company may terminate the Executive's employment hereunder, upon notice to the Executive, in the event that the Executive becomes disabled during his employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform substantially all of his duties and responsibilities hereunder for an aggregate of one hundred twenty (120) days during any period of three hundred sixty-five (365) consecutive calendar days; 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 earlier returns to service (at a level of service inconsistent with a separation from service under Section 409A) or his 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.

5.2.2. 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 Sub-Section 4.1 and to receive benefits in accordance with Sub-Section 4.5, to the extent permitted by the then current terms of the applicable benefit plans and applicable law, until the Executive becomes disabled within the meaning of Section 409A or until the termination of his 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 (or at such earlier time as may be required by applicable law), 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. In addition, at the times the Company pays its executives bonuses generally, but no later than two and one half (2 ½) 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 Sub-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.

5.2.3. Except as provided in Sub-Section 5.2.2, while receiving disability income payments under any disability income plan maintained by the Company, the Executive shall not be entitled to receive any Base Salary under Sub-Section 4.1 or Bonus payments under Sub-Section 4.2 but shall continue to participate in benefit plans of the Company in accordance with Sub-Section 4.5 and the terms of such plans and applicable law, until the termination of his employment. During the eighteen (18)-month period from the date of disability (as determined under Section 409A) or termination, whichever shall first occur, the Company shall contribute to the cost of the Executive's participation in group medical plans of the Company, provided that the Executive is entitled to continue such participation under applicable law and plan terms.

5.2.4. If any question shall arise as to whether during any period the Executive is disabled through any illness, injury, accident or condition of either a physical or psychological nature so as to be unable to perform his duties and responsibilities hereunder as Chief Executive Officer, the Executive may, and at the request of the Company shall, submit to a medical examination by a physician selected by the Company to whom the Executive or his duly appointed guardian, if any, has no reasonable objection to determine whether the Executive is so disabled and such determination shall for the purposes of this Agreement be conclusive of the issue, subject to any requirements under Section 409A, if applicable. If such question shall arise and the Executive shall fail to submit to such medical examination, the Board's determination of the issue shall be binding on the Executive. In the event that the Executive's employment is terminated due to disability pursuant to this Sub-Section 5.2, the Executive shall be entitled to retain any vested, outstanding equity grants under the Stock Plan, in accordance with the terms thereof and any applicable award agreement, and the compensation set forth in Sub-Section 5.4 below, provided that the Executive shall be entitled to no duplicative benefits between Sub-Sections 5.2 and 5.4.

5.3. By the Company for Cause. The Company may terminate the Executive's employment hereunder for Cause at any time upon notice to the Executive setting forth in reasonable detail the nature of such Cause. The following events or conditions shall constitute "Cause" for termination: (i) the Executive's willful failure to perform (other than by reason of disability), or gross negligence in the performance of, his duties to the Company or any of its Affiliates, and the Executive does not cure such failure or negligence within the twenty-five (25) day period immediately following his receipt of such written allegations from the Board, (ii) the commission of fraud, embezzlement or theft by the Executive with respect to the Company or any of its Affiliates; or (iii) the conviction of the Executive of, or plea by the Executive of nolo contendere to, any felony or any other crime involving dishonesty or moral turpitude. Upon the giving of notice of termination of the Executive's employment hereunder for Cause, the Company shall have no further obligation or liability to the Executive hereunder, other than for Base Salary earned but unpaid through the date of termination. Without limiting the generality of the foregoing, the Executive shall not be entitled to receive any Bonus amounts which have not been paid prior to the date of termination.

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) Base Salary earned but unpaid through the date of termination, plus (ii) severance payments for a period to end twenty-four (24) months after the termination date (the "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 to six (6) times the Executive's monthly base compensation in effect at the time of such termination and (b) the balance of the severance shall be paid in accordance with the Company's then current payroll practices (currently biweekly payments) over the next eighteen (18) months through the date that is twenty-four (24) months from the date of termination, each such payment (after the first payment) in an amount equal to the Base Salary in effect at the time of such termination dependent on payroll practices of the Company (i.e., 1/12th of the Base Salary, 1/24th of the Base Salary, 1/26th of Base Salary, etc.), 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 (pro-rated in accordance with Sub-Section 4.2), plus (v) vested, outstanding equity grants under the Stock Plan, in accordance with the terms thereof and any applicable award agreements.

5.5. By the Executive for Good Reason. The Executive may terminate his employment hereunder for Good Reason, provided that (a) the Executive provides written notice to the Board, setting forth in reasonable detail the nature of the condition giving rise to Good Reason, within ninety (90) days of the initial existence of such condition, (b) the condition remains uncured by the Company for a period of thirty (30) days following such notice and (c) the Executive terminates his employment, if at all, not later than thirty (30) days after the expiration of such cure period. The following shall constitute "Good Reason" for termination by the Executive: (i) failure of the Company to continue the Executive in the position of Chief Executive Officer or to nominate the Executive to serve as a member of the Board as provided in Section 3.1 of this Agreement; provided, however, that the Company's failure to nominate Executive as a member of the Board shall not constitute Good Reason if such failure occurs in connection with the sale or other disposition of the Company; (ii) material diminution in the nature and scope of the Executive's responsibilities, duties or authority, provided, however, that the Company's failure to continue the Executive's appointment or election as a director or officer of any of its Affiliates and any diminution of the business of the Company or any of its Affiliates shall not constitute Good Reason; (iii) material failure of the Company to provide the Executive the Base Salary and benefits (including Company-sponsored fringe

benefits) in accordance with the terms of Section 4 hereof; or (iv) relocation of the Executive's office to an area outside a fifty (50) mile radius of the Company's current headquarters in Ann Arbor, Michigan. In the event of termination in accordance with this Sub-Section 5.5, then the Company shall pay the Executive the amounts specified in Sub-Section 5.4.

5.6. By the Executive Other than for Good Reason. The Executive may terminate his employment hereunder at any time upon ninety (90) days' notice to the Company. In the event of termination of the Executive pursuant to this Sub-Section 5.6, the Board may elect to waive the period of notice, or any portion thereof. The Company will pay the Executive his Base Salary for the notice period, except to the extent so waived by the Board. Upon the giving of notice of termination of the Executive's employment hereunder pursuant to this Sub-Section 5.6, the Company shall have no further obligation or liability to the Executive, other than (i) payment to the Executive of his Base Salary for the period (or portion of such period) indicated above and (ii) at the times the Company pays its executives bonuses generally, no later than two and one-half (2 1/2) months after the end of the fiscal year in which earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (pro-rated in accordance with Sub-Section 4.2), plus any vested, outstanding equity grants under the Stock Plan, in accordance with the terms thereof and any applicable award agreements.

5.7. Post-Agreement Employment. In the event the Executive remains in the employ of the Company or any of its Affiliates following termination of this Agreement, then such employment shall be at will.

6. Effect of Termination. The provisions of this Section 6 shall apply in the event of any termination of the Executive's employment hereunder pursuant to Section 5.

6.1. Delayed Payments for Specified Employees. Notwithstanding the provisions of Section 5 above, 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 not then exempt from Section 409A that otherwise would have been payable and benefits not then exempt from Section 409A that otherwise would have been provided under Section 5 during the six- (6-) month period following the Executive's termination, shall instead be paid, with interest at the applicable federal rate, determined under Code Section 7872(f)(2)(A), and the delayed payments shall be aggregated and paid in a lump sum (or provided in the case of non-exempt benefits) on the first business day after the date that is six (6) months following the Executive's "separation from service" within the meaning of Section 409A (after giving effect to the presumptions contained therein), or upon the Executive's death, if earlier. Thereafter, the Executive shall receive any remaining payments and benefits as if there had been no earlier delay.

6.2. Payment in Full. Payment by the Company of any Base Salary, Bonus or other specified amounts that are due the Executive under the applicable termination provision of Section 5 shall constitute the entire obligation of the Company and its Affiliates to the Executive, except that nothing in this Sub-Section 6.2 is intended or shall be construed to affect the rights and obligations of the Company and its Affiliates, on the one hand, and the Executive, on the other, with respect to the Stock Plan or any other equity plan or award agreements thereunder or any other agreements to the extent said rights or obligations survive termination of employment under the provision of documents relating thereto.

6.3. Termination of Benefits. If the Executive's employment is terminated by the Company without Cause, or if the Executive terminates employment with the Company for Good Reason, and provided that Executive elects continuation of health coverage pursuant to Section 601 through 608 of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), the Company shall pay the Executive or pay directly to the COBRA administrator, at the election of the Company, an amount equal to the monthly COBRA premiums for the Severance Term; provided, however, that such payments will cease upon the Executive's entitlement to other health insurance without charge. Except for medical insurance coverage continued pursuant to Section 5.2 hereof, all other benefits shall terminate pursuant to the terms of the applicable benefit plans based on the date of termination of the Executive's employment without regard to any continuation of Base Salary or other payments to the Executive following termination of employment. Notwithstanding the foregoing, in the event that the Company's payment or reimbursement under this Section 6.2 would subject the Executive or the Company to any tax or penalty under the Patient Protection and Affordable Care Act (as amended from time to time, the "ACA") or Section 105(h) of the Internal Revenue Code of 1986, as amended ("Section 105(h)"), or applicable regulations or guidance issued under the ACA or Section 105(h), the Executive and the Company agree to work together in good faith, consistent with the requirements for compliance with or exemption from Section 409A, to restructure such benefit.

6.4. Survival of Certain Provisions; Release of Claims. Provisions of this Agreement shall survive any termination of employment if so provided herein or if necessary or desirable fully to accomplish the purpose of other surviving provisions, including, without limitation, the obligations of the Executive under Sections 7 and 8 hereof. The obligation of the Company to make payments to or on behalf of the Executive under Sub-Sections 5.2, 5.4 or 5.5 hereof (other than any Base Salary that is earned but unpaid through the date of termination) is expressly conditioned upon (a) the Executive's continued full performance of obligations under Sections 7 and 8 hereof and (b) the Executive's execution of a timely and effective general release of claims in a form provided by the Company at the time of termination, which general release of claims must become effective, if at all, within sixty (60) days following termination of the Executive's employment. The Executive recognizes that, except as expressly provided in Sub-Sections 5.2, 5.4 or 5.5, no compensation or benefits are earned after termination of employment.

## 7. Confidential Information; Intellectual Property.

7.1. Confidentiality. The Executive acknowledges that the Company and its Affiliates continually develop Confidential Information; that the Executive has developed and will continue to develop Confidential Information for the Company and its Affiliates and that the Executive has learned and will continue to learn of Confidential Information during the course of employment. The Executive will comply with the policies and procedures of the Company and its Affiliates for protecting Confidential Information and shall never use or disclose to any Person (except as required by applicable law or for the proper performance of his duties and responsibilities to the Company and its Affiliates) any Confidential Information obtained by the Executive incident to his employment or other association with the Company or any of its Affiliates. The Executive understands that this restriction shall continue to apply after his employment terminates, regardless of the reason for such termination. For the avoidance of doubt, (a) nothing contained in this Agreement limits, restricts or in any other way affects the Executive's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to such governmental agency or entity and (b) the Executive will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed under seal in a lawsuit or other proceeding; provided, however, that notwithstanding this immunity from liability, the Executive may be held liable if he unlawfully accesses trade secrets by unauthorized means.

7.2. Return of Documents. All documents, records, tapes and other media of every kind and description relating to the business, present or otherwise, of the Company or any of its Affiliates and any copies, in whole or in part, thereof (the "Documents"), whether or not prepared by the Executive, shall be the sole and exclusive property of the Company and its Affiliates. The Executive shall safeguard all Documents and shall surrender to the Company at the time his employment terminates, or at such earlier time or times as the Board or its designee may specify, all Documents then in the Executive's possession or control.

7.3. Assignment of Rights to Intellectual Property. The Executive shall promptly and fully disclose all Intellectual Property to the Company. The Executive hereby assigns and agrees to assign to the Company (or as otherwise directed by the Company) the Executive's full right, title and interest in and to all Intellectual Property. The Executive agrees to execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by the Company to assign the Intellectual Property to the Company (or as otherwise directed by the Company) and to permit the Company to enforce any patents, copyrights or other proprietary rights to the Intellectual Property. The Executive will not

charge the Company or any of its Affiliates for time spent in complying with these obligations. All copyrightable works that the Executive creates during his employment with the Company shall be considered “work made for hire” and will, upon creation, be owned exclusively by the Company.

#### 8. Restricted Activities.

8.1. Agreement not to Compete. The Executive agrees that during the Executive’s employment hereunder and for a period of twenty-four (24) months following the date of termination thereof, regardless of the reason for termination (the “Non-Competition Period”), he will not, directly or indirectly, own, manage, operate, control or participate in any manner in the ownership, management, operation or control of, or be connected as an officer, employee, partner, director, principal, member, manager, consultant, agent or otherwise with, or have any financial interest in, or aid or assist anyone else in the conduct of, any business, venture or activity which competes with, any business, venture or activity being conducted or actively being planned to be conducted by the Company or any of its Affiliates or being conducted or known by the Executive to be actively being planned to be conducted by a group or division of the Company or any of its Affiliates, at or prior to the date (the “Date of Termination”) on which the Executive’s employment under this Agreement is terminated, in the United States or any other geographic area where such business is being conducted or actively being planned to be conducted at or prior to the Date of Termination. Notwithstanding the foregoing, passive ownership of not more than five percent (5%) of any class of equity security of any publicly held corporation shall not, of itself, constitute a violation of this Section 8.1.

8.2. Agreement Not to Solicit or Hire Employees or to Solicit Franchisees or Vendors. The Executive agrees that, during employment and during the Non-Competition Period, he will not, directly or indirectly, (a) recruit or hire or otherwise seek to induce any employees or individual independent contractors (including franchisees) of the Company or any of the Company’s Affiliates (including any Person who was such within the immediately preceding six (6)-month period) to terminate his or her employment or engagement or violate any agreement with or duty to the Company or any of the Company’s Affiliates, or (b) solicit or encourage any franchisee or vendor of the Company or of any of the Company’s Affiliates (including any Person who was such within the immediately preceding six (6)-month period) to terminate or diminish its relationship with any of them or to violate any agreement with any of them, or, in the case of a franchisee, to conduct with any Person any business or activity that such franchisee conducts or could conduct with the Company or any of the Company’s Affiliates.

8.3. Agreement Not to Disparage. The Executive agrees that, during employment and at all times thereafter, he will not disparage or criticize the Company, its Affiliates, their business, their management or their products or services, and he will not otherwise do or say anything that could disrupt the good morale of employees of the Company or any of its Affiliates or harm the interests or reputation of the Company or any of its Affiliates.

9. **Enforcement of Covenants.** The Executive acknowledges that he has carefully read and considered all the terms and conditions of this Agreement, including without limitation the restraints imposed upon him pursuant to Sections 7 and 8 hereof. The Executive agrees that said restraints are necessary for the reasonable and proper protection of the Company and its Affiliates and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area. The Executive further acknowledges that, were he to breach any of the covenants or agreements contained in Sections 7 or 8 hereof, the damage to the Company and its Affiliates could be irreparable. The Executive therefore agrees that the Company and its Affiliates, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by the Executive of any of said covenants or agreements, without having to post bond. The parties further agree that in the event that any provision of Section 7 or 8 hereof shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

10. **Conflicting Agreements.** The Executive hereby represents and warrants that the execution of this Agreement and the performance of his obligations hereunder will not breach or be in conflict with any other agreement to which or by which the Executive is a party or is bound and that the Executive is not now subject to any covenants against competition or solicitation or similar covenants or other obligations that would affect the performance of his obligations hereunder. The Executive will not disclose to or use on behalf of the Company or any of its Affiliates any proprietary information of a third party without such party's consent.

11. **Definitions.** Words or phrases which are initially capitalized or are within quotation marks shall have the meanings provided in this Section 11 and as provided elsewhere herein. For purposes of this Agreement, the following definitions apply:

11.1. **Affiliates.** "**Affiliates**" means the Principal Subsidiary and all other persons and entities controlling, controlled by or under common control with the Company, where control may be by management authority or equity interest.

11.2. **Code.** "**Code**" means the Internal Revenue Code of 1986, as amended.

11.3. **Confidential Information.** "**Confidential Information**" means any and all information of the Company and its Affiliates that is not generally known by the public. Confidential Information includes without limitation such information relating to (i) the products and services sold or offered by the Company or any of its Affiliates (including without limitation recipes, production processes and heating technology), (ii) the costs, sources of supply, financial performance and strategic plans of the Company and its Affiliates, (iii) the identity of the suppliers of the Company and its Affiliates and (iv) the people and organizations with whom the Company or any of its Affiliates have business relationships and those relationships. Confidential Information also includes information that the Company or any of its Affiliates have received belonging to others with any understanding, express or implied, that it would not be disclosed.

11.4. ERISA. “ERISA” means the federal Employee Retirement Income Security Act of 1974, as amended, or any successor statute, and the rules and regulations thereunder, and, in the case of any referenced section thereof, any successor section thereto, collectively and as from time to time amended and in effect.

11.5. Intellectual Property. “Intellectual Property” means inventions, discoveries, developments, methods, processes, compositions, works, concepts, recipes and ideas (whether or not patentable or copyrightable or constituting trade secrets or trademarks or service marks) conceived, made, created, developed or reduced to practice by the Executive (whether alone or with others, whether or not during normal business hours or on or off Company premises) during the Executive’s employment that relate to either to the business activities or any prospective activity of the Company or any of its Affiliates or that result from any work performed by the Executive for the Company or any of its Affiliates or that make use of Confidential Information or any of the equipment or facilities of the Company or any of its Affiliates.

11.6. Person. “Person” means an individual, a corporation, an association, a partnership, a limited liability company, an estate, a trust and any other entity or organization, other than the Company or any of its Affiliates.

12. Withholding. All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company under applicable law.

13. Section 409A. Payments and benefits provided under this Agreement are intended to be exempt from or comply with Section 409A and are to be interpreted and construed accordingly. For purposes of Section 409A, each installment of payments and benefits provided hereunder is intended to be treated as a separate payment, and any references in this Agreement to “employment termination,” “termination from employment” or phrases of like kind are intended to mean “separation from service” as defined under Section 409A. Notwithstanding any other provision of this Agreement, the parties hereto agree to take all actions (including adopting amendments to this Agreement) as are required to comply with or minimize any potential additional taxes and/or interest charges to the Executive as may be imposed under Section 409A with respect to any payment or benefit due the Executive hereunder (including the delay in some or all payments until the seventh month after the Executive’s termination of employment).

14. Miscellaneous.

14.1. Assignment. Neither the Company nor DPLLC nor the Executive may make any assignment of this Agreement or any interest herein, by operation of law or

otherwise, without the prior written consent of the other; provided, however, that the Company or DPLLC may assign its rights and obligations under this Agreement without the consent of the Executive to any of the Company's Affiliates or in the event that the Company or the Principal Subsidiary shall hereafter affect a reorganization, consolidate with, or merge into, any other Person or transfer all or substantially all of its properties or assets to any other Person, in which event such other Person shall be deemed the "Company" or the "Principal Subsidiary" hereunder, as applicable, for all purposes of this Agreement; provided, further, that nothing contained herein shall be construed to place any limitation or restriction on the transfer of the Company's common stock in addition to any restrictions set forth in any stockholder agreement applicable to the holders of such shares. This Agreement shall inure to the benefit of and be binding upon the Company, the Principal Subsidiary and the Executive, and their respective successors, executors, administrators, representatives, heirs and permitted assigns.

14.2. Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the application of such provision in such circumstances shall be deemed modified to permit its enforcement to the maximum extent permitted by law, and both the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable and the remainder of this Agreement shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.3. Waiver; Amendment. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. This Agreement may be amended or modified only by a written instrument signed by the Executive and any expressly authorized representative of the Company and the Principal Subsidiary.

14.4. Notices. Any and all notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, registered or certified, and addressed (a) in the case of the Executive, to:

Mr. Richard E. Allison, Jr.  
Most recent address on file with the Company

with a copy via mail and via e-mail to:

Warren R. Hall Jr.  
Hall, Arbery, Gilligan, Roberts & Shanlever LLP

3340 Peachtree Rd., Suite 1900  
Atlanta, GA 30326  
e-mail: whall@hagllp.com

or, (b) in the case of the Company and/or the Principal Subsidiary, at its principal place of business and to the attention of the Company's Board of Directors, with a copy to the General Counsel or (c) to such other address as any party may specify by notice to the other actually received.

14.5. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, agreements and understandings, written or oral, with the Company, its Affiliates or any of their predecessors, with respect to the terms and conditions of the Executive's employment, excluding, for the avoidance of doubt, the Time Sharing Agreement, and including without limitation, as of the Effective Date, the Employment Agreement by and between the Executive and the Principal Subsidiary, dated as of March 14, 2011 (the "Prior Agreement"). Notwithstanding the foregoing, (i) the Prior Agreement will continue in full force and effect until the Effective Date and (ii) nothing contained in this Agreement will limit or supersede any prior effective assignment of intellectual property rights by the Executive to the Company or any of its Affiliates, under the Prior Agreement or otherwise. For the avoidance of doubt, the Executive hereby acknowledges and agrees that the termination of the Prior Agreement on the Effective Date will not constitute a termination of employment thereunder or entitle the Executive to any severance or other termination-related pay or benefits.

14.6. Headings. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.

14.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

14.8. Joint and Several Liability. The Company and the Principal Subsidiary shall be jointly and severally liable for all payment obligations of the Company pursuant to this Agreement.

14.9. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic substantive laws of the State of Michigan without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

14.10. Consent to Jurisdiction. Each of the Company, the Principal Subsidiary and the Executive, by its or his execution hereof, (i) hereby irrevocably submits to the exclusive jurisdiction of the state courts of the State of Michigan for the purpose of any

claim or action arising out of or based upon this Agreement or relating to the subject matter hereof and (ii) hereby waives, to the extent not prohibited by applicable law, and agrees not to assert by way of motion, as a defense or otherwise, in any such claim or action, any claim that it or he is not subject personally to the jurisdiction of the above-named courts, that its or his property is exempt or immune from attachment or execution, that any such proceeding brought in the above-named courts is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court. Each of the Company, the Principal Subsidiary and the Executive hereby consents to service of process in any such proceeding in any manner permitted by Michigan law, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Sub-Section 14.4 hereof is reasonably calculated to give actual notice.

[Signature page immediately follows.]

**IN WITNESS WHEREOF**, this Agreement has been executed on behalf of the Company and the Principal Subsidiary by their respective duly authorized representatives, and by the Executive, as of the date first above written.

**THE COMPANY:**

**DOMINO'S PIZZA, INC.**

By: /s/ David A. Brandon

Name: David A. Brandon

Title: Chairman of the Board of Directors

**PRINCIPAL SUBSIDIARY:**

**DOMINO'S PIZZA LLC**

By: /s/ J. Patrick Doyle

Name: J. Patrick Doyle

Title: Chief Executive Officer

**THE EXECUTIVE:**

/s/ Richard E. Allison, Jr.

Name: Richard E. Allison, Jr.

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**Exhibit A**

**Richard E. Allison, Jr.**  
**CURRENT ACTIVITIES**  
**January 8, 2018**

Member, Board of Advisors, Kenan-Flagler Business School at The University of North Carolina at Chapel Hill.

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**Exhibit B**

**RESTRICTED STOCK AWARD AGREEMENT**

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**Exhibit C**

**D&O INSURANCE AND PERSONAL LIABILITY PROTECTION**

The Company shall provide the Executive with the coverage described in this Exhibit B or such other coverage as the Company shall from time to time select that shall be not substantially less favorable to the Executive than the coverage described herein.

**EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement") is made as of January 8, 2018 and is effective as of July 1, 2018 (the "Effective Date"), by and among Domino's Pizza, Inc., a Delaware corporation (the "Company") and Domino's Pizza LLC, a Michigan limited liability company ("DPLLC" or the "Principal Subsidiary"), on the one hand, and Russell J. Weiner (the "Executive"), on the other hand.

**RECITALS**

1. The Executive has experience and expertise required by the Company and its Affiliates.
2. Subject to the terms and conditions hereinafter set forth, the Company therefore wishes to employ the Executive as its Chief Operating Officer and President of the Americas, and the Executive wishes to accept such employment.

**AGREEMENT**

NOW, THEREFORE, for valid consideration received, the parties agree as follows:

1. Employment. Subject to the terms and conditions set forth in this Agreement, the Company offers and the Executive accepts employment hereunder effective as of the Effective Date.
2. Term. This Agreement shall commence on the Effective Date and shall remain in effect for an indefinite time until terminated by either party as set forth in Section 5 hereof (the term of this Agreement, the "Term").
3. Capacity and Performance.
  - 3.1 Offices. During the Term, the Executive shall serve the Company as its Chief Operating Officer and President of the Americas. The Executive shall have such other powers, duties and responsibilities consistent with the Executive's position as Chief Operating Officer and President of the Americas as may from time to time be prescribed by the Chief Executive Officer of the Company (the "CEO").
  - 3.2 Performance. During the Term, the Executive shall be employed by the Company on a full-time basis and shall perform and discharge, faithfully, diligently and to the best of his ability, his duties and responsibilities hereunder. During the Term, the Executive shall devote his full business time exclusively to the advancement of the business and interests of the Company and its Affiliates and to the discharge of his duties and responsibilities hereunder. The Executive shall not engage in any other business activity or serve in any industry, trade, professional,

governmental, political, charitable or academic position during the Term, except for such directorships or other positions which he currently holds and has disclosed to the CEO on Exhibit A hereof and except as otherwise may be approved in advance by the CEO.

4. Compensation and Benefits. During the Term, as compensation for all services performed by the Executive under this Agreement and subject to performance of the Executive's duties and obligations to the Company and its Affiliates, pursuant to this Agreement or otherwise, the Executive shall receive the following:

4.1 Base Salary. During the Term, the Company shall pay the Executive a base salary at the rate of Seven Hundred Twenty-Five Thousand Dollars (\$725,000) 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 "Compensation Committee") of the Board of Directors of the Company (the "Board") in its sole discretion may determine from time to time (the "Base Salary").

4.2 Bonus Compensation. During the Term, the Executive shall participate in the Company's Senior Executive Annual Incentive Plan or such other annual bonus plan maintained by the Company for its executives, as it may be amended from time to time pursuant to the terms thereof (the "Plan") and shall be eligible for annual bonus awards thereunder (each annual bonus award, a "Bonus"). For purposes of the Plan, the Executive shall be eligible for a Bonus, and the Executive's target Bonus opportunity shall be one hundred fifty percent (150%) of the Base Salary. Whenever any Bonus payable to the Executive is stated in this Agreement to be prorated for any period of service less than a full year, such Bonus shall be prorated by multiplying (x) the amount of the Bonus actually earned and payable for the applicable fiscal year in accordance with this Sub-Section 4.2 by (y) a fraction, the denominator of which shall be 365 and the numerator of which shall be the number of days during the applicable fiscal year for which the Executive was employed by the Company as its Chief Operating Officer and President of the Americas. The Executive agrees and understands that any prorated Bonus payments will be made only after determination of the achievement of the applicable Performance Measures (as defined in the Plan or other performance objectives associated with the Bonus) by the Board or the Compensation Committee in accordance with the terms of the Plan. Any compensation paid to the Executive as a Bonus shall be in addition to the Base Salary.

4.3 Equity and Other Incentive Compensation Awards. During the Term, the Executive shall be eligible for stock and other incentive compensation awards under the Company's 2004 Equity Incentive Plan, as it may be amended from time to time (the "Stock Plan"). Without limiting the generality of the foregoing, (i) as soon as reasonably practicable following the Effective Date, the Company shall grant the Executive a one-time award of restricted stock pursuant to the Stock Plan

and a restricted stock award agreement substantially in the form attached hereto as Exhibit B, with a grant date value of approximately Three Million Two Hundred Seventy-Five Thousand Dollars (\$3,275,000) (with the number of shares of restricted stock determined based on the closing price of a share of the Company's common stock on the Effective Date) and (ii) the Executive shall be eligible to receive an annual grant of equity awards for fiscal year 2018 at the time that the Compensation Committee approves annual equity awards for executives of the Company generally, subject to the Executive's continued employment on such date, with such annual grant of equity awards to have a target value equal to 200% of the Executive's Effective Date Base Salary, to be granted under the Stock Plan and evidenced by award agreements approved by the Compensation Committee and to have such terms and conditions to be determined by the Compensation Committee, including the form or forms of the equity awards to be so granted.

4.4 Paid Time Off (PTO). During the Term, the Executive shall be entitled to accrue four (4) weeks of vacation per calendar year, to be taken at such times and intervals as shall be determined by the Executive, subject to the reasonable business needs of the Company. The Executive may not accumulate or carry over from one (1) calendar year to another any unused, accrued vacation time. The Executive shall not be entitled to compensation for vacation time not taken. In addition, the Executive shall be entitled to five (5) days of emergency/medical PTO per calendar year.

4.5 Other Benefits. During the Term and subject to any contribution therefor generally required of executives of the Company or the Principal Subsidiary, as applicable, the Executive shall be entitled to participate in all employee benefit plans, including without limitation any 401(k) plan, from time to time adopted by the Board and in effect for executives of the Company or the Principal Subsidiary, as applicable, generally (except to the extent such plans are in a category of benefit otherwise provided the Executive hereunder). Such participation shall be subject to (i) the terms of the applicable plan documents, (ii) generally applicable policies of the Company or the Principal Subsidiary, as applicable, and (iii) applicable law. Each of the Company and the Principal Subsidiary may alter, modify, add to or delete any aspects of its employee benefit plans at any time as the Board, in its sole judgment, determines to be appropriate.

4.6 Business Expenses. The Company shall pay or reimburse the Executive for all reasonable business expenses, including without limitation the cost of first class air travel and dues for industry-related association memberships, incurred or paid by the Executive in the performance of his duties and responsibilities hereunder, subject to (i) any expense policy of the Company set by the Board from time to time, other than with respect to first class air travel, 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 (ii) such reasonable substantiation and documentation requirements as may be specified by the Board or the CEO from time to time.

4.7 Airline Clubs. Upon receiving the prior written approval of the CEO authorizing the Executive to join a particular airline club, the Company shall pay or reimburse the Executive for dues for not less than two (2) nor more than four (4) airline clubs, provided that such club memberships serve a direct business purpose and subject to such reasonable substantiation and documentation requirements as to cost and purpose as may be specified by the Company from time to time.

4.8 Aircraft Use. During the Term, the Executive will be eligible to use the Company's aircraft for business travel in the course of his duties and responsibilities hereunder at the discretion of the CEO.

4.9 Physicals. During the Term, the Company shall annually pay for or reimburse the Executive for the cost of a physical examination and health evaluation performed by a licensed medical doctor, subject to such reasonable substantiation and documentation requirements as to cost as may be specified by the Board or the Company from time to time.

4.10 D&O Insurance. The Company shall provide the Executive with directors and officers insurance and personal liability protection described on Exhibit C.

4.11 Legal Fees. The Company shall pay or reimburse the Executive for his reasonable legal fees and expenses incurred in connection with the review of this Agreement and other agreements referred to herein in an aggregate amount not to exceed Ten Thousand Dollars (\$10,000). The Executive shall submit reasonable substantiation to the Company no later than sixty (60) days after such fees and expenses are incurred and such payment or reimbursement shall occur as soon as reasonably practicable following such submission and in no event later than the last day of the calendar year following the calendar year in which such fees and expense were incurred.

5. Termination of Employment and Severance Benefits. The Executive's employment hereunder shall continue until terminated 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 (after giving effect to the presumptions contained therein), and the Company and the Executive shall use reasonable efforts to 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.

5.1 Death. In the event of the Executive's death during the Term hereof, the Executive's employment hereunder shall immediately and automatically terminate, and the Company shall pay to the Executive's designated beneficiary (or, if no beneficiary has been designated by the Executive, to Executive's estate) within thirty (30) days following death (or at such earlier time as may be required by applicable law), any Base Salary earned but unpaid through the date of such death and any Bonus for the fiscal year preceding the year in which such retirement or death occurs that was earned but has not yet been paid and, at the times the Company pays its executives bonuses in accordance with its general payroll policies, but no later than two and one half (2 ½) months following the fiscal year in which earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such death (prorated in accordance with Section 4.2).

5.2 Disability.

5.2.1 The Company may terminate the Executive's employment hereunder, upon notice to the Executive, in the event that the Executive becomes disabled during his employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform substantially all of his duties and responsibilities hereunder for an aggregate of one hundred twenty (120) days during any period of three hundred sixty-five (365) consecutive calendar days; 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 earlier returns to service (at a level of service inconsistent with a separation from service under Section 409A) or his 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.

5.2.2 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 and applicable law, until the Executive becomes disabled within the meaning of Section 409A or until the termination of his 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 (or at such earlier time as may be required by applicable law), 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.

5.2.3 Except as provided in Section 5.2.2, while receiving disability income payments under any disability income plan maintained by the Company, the Executive shall not be entitled to receive any Base Salary under Section 4.1 or Bonus payments under Section 4.2 but shall continue to participate in benefit plans of the Company in accordance with Section 4.4 and the terms of such plans and applicable law, until the termination of his employment. During the eighteen (18)-month period from the date of disability (as determined under Section 409A) or termination, whichever shall first occur, the Company shall contribute to the cost of the Executive's participation in group medical plans of the Company, provided that the Executive is entitled to continue such participation under applicable law and plan terms.

5.2.4 If any question shall arise as to whether during any period the Executive is disabled through any illness, injury, accident or condition of either a physical or psychological nature so as to be unable to perform substantially all of his duties and responsibilities hereunder, or for purposes of Section 409A, the Executive may, and at the request of the Company shall, submit to a medical examination by a physician selected by the Company to whom the Executive or his duly appointed guardian, if any, has no reasonable objection, to determine whether the Executive is so disabled and such determination shall for the purposes of this Agreement be conclusive of the issue. If such question shall arise and the Executive shall fail to submit to such medical examination, the Board's determination of the issue shall be binding on the Executive.

5.3 By the Company for Cause. The Company may terminate the Executive's employment hereunder for Cause at any time upon notice to the Executive setting forth in reasonable detail the nature of such Cause. The following events or conditions shall constitute "Cause" for termination: (i) the Executive's willful failure to perform (other than by reason of disability), or gross negligence in the performance of his duties to the Company or any of its Affiliates and the continuation of such failure or negligence for a period of twenty-five (25) days after notice to the Executive; (ii) the Executive's willful failure to perform (other

than by reason of disability) any lawful and reasonable directive of the CEO; (iii) the commission of fraud, embezzlement or theft by the Executive with respect to the Company or any of its Affiliates; or (iv) the conviction of the Executive of, or plea by the Executive of *nolo contendere* to, any felony or any other crime involving dishonesty or moral turpitude. Anything to the contrary in this Agreement notwithstanding, upon the giving of notice of termination of the Executive's employment hereunder for Cause, the Company and its Affiliates shall have no further obligation or liability to the Executive hereunder, other than for Base Salary earned but unpaid through the date of termination. Without limiting the generality of the foregoing, the Executive shall not be entitled to receive any Bonus amounts which have not been paid prior to the date of termination.

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 (or at such earlier time as may be required by applicable law), any Base Salary earned but unpaid through the date of termination, plus (ii) severance payments for a period to end twenty-four (24) months after the termination date (the "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 Executive's monthly base compensation in effect at the time of such termination and (b) the balance of the severance shall be paid in accordance with the Company's then current payroll practices (currently biweekly payments) over the next eighteen (18) months through the date that is twenty-four (24) months from the date of termination, each such payment in an amount equal to the Base Salary in effect at the time of such termination dependent on payroll practices of the Company (i.e., 1/12th of the Base Salary, 1/24th of the Base Salary, 1/26th of Base Salary, etc.), 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), plus (v) vested, outstanding equity grants under the Stock Plan, in accordance with the terms thereof and any applicable award agreements.

5.5 By the Executive for Good Reason. The Executive may terminate his employment hereunder for Good Reason, provided that (a) the Executive provides written notice to the Company, setting forth in reasonable detail the nature of the condition giving rise to Good Reason, within ninety (90) days after the initial existence of such condition, (b) the condition remains uncured by the Company for a period of thirty (30) days following such notice and (c) the Executive terminates his employment, if at all, not later than thirty (30) days after the expiration of such

cure period. The following shall constitute “Good Reason” for termination by the Executive: (i) any material diminution in the nature and scope of the Executive’s responsibilities, duties, authority or title; (ii) material failure of the Company to provide the Executive the Base Salary and benefits in accordance with the terms of Section 4 hereof; or (iii) relocation of the Executive’s office to a location outside a fifty (50)-mile radius of the Company’s current headquarters in Ann Arbor, Michigan. In the event of termination in accordance with this Section 5.5, then the Company shall pay the Executive the amounts specified in Section 5.4.

5.6 By the Executive Other Than for Good Reason. The Executive may terminate employment hereunder at any time upon ninety (90) days’ written notice to the Company. In the event of termination of the Executive’s employment pursuant to this Section 5.6, the CEO or the Board may elect to waive the period of notice or any portion thereof. The Company will pay the Executive the Base Salary for the notice period, except to the extent that the notice period is waived by the Board. Upon the giving of notice of termination of the Executive’s employment hereunder pursuant to this Section 5.6, the Company and its Affiliates shall have no further obligation or liability to the Executive, other than (i) payment to the Executive of the Base Salary for the period (or portion of such period) indicated above, (ii) continuation of the provision of the benefits set forth in Section 4.4 for the period (or portion of such period) indicated above, (iii) 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; (iv) at the times the Company pays its executives bonuses generally, but no later than two and one half (2 ½) 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), and (v) any vested, outstanding equity grants under the Stock Plan, in accordance with the terms thereof and any applicable award agreements. The payments made under subsections (i) and (iii) hereof shall be made promptly following termination and in all events within thirty (30) days thereof (or at such earlier time as may be required by applicable law).

5.7 Post-Agreement Employment. In the event the Executive remains in the employ of the Company or any of its Affiliates following termination of this Agreement, then such employment shall be at will.

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 5.8, be payable within the six (6) month period commencing with the Executive’s termination shall instead be accumulated and paid, with interest at the applicable federal rate determined under Code Section 7872(f)(2)(A), in a lump sum at the conclusion of such six (6)-month period.

6. Effect of Termination of Employment. The provisions of this Section 6 shall apply in the event of any termination of the Executive's employment pursuant to Section 5 of this Agreement.

6.1 Payment in Full. Payment by the Company or its Affiliates of any Base Salary, Bonus or other specified amounts that are due to the Executive under the applicable termination provision of Section 5 shall constitute the entire obligation of the Company and its Affiliates to the Executive, except that nothing in this Section 6.1 is intended or shall be construed to affect the rights and obligations of the Company or its Affiliates, on the one hand, and the Executive, on the other, with respect to the Stock Plan or any other equity plan or award agreements thereunder or any other agreements to the extent said rights or obligations therein survive termination of employment.

6.2 Termination of Benefits. If the Executive's employment is terminated by the Company without Cause, or if the Executive terminates employment with the Company for Good Reason, and provided that Executive elects continuation of health coverage pursuant to Section 601 through 608 of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), the Company shall pay the Executive or pay directly to the COBRA administrator, at the election of the Company, an amount equal to the monthly COBRA premiums for the Severance Term; provided, however, that such payments will cease upon the Executive's entitlement to other health insurance without charge. Except for medical insurance coverage continued pursuant to Section 6.2 hereof, all other benefits shall terminate pursuant to the terms of the applicable benefit plans based on the date of termination of the Executive's employment without regard to any continuation of Base Salary or other payments to the Executive following termination of employment. Notwithstanding the foregoing, in the event that the Company's payment or reimbursement under this Section 6.2 would subject the Executive or the Company to any tax or penalty under the Patient Protection and Affordable Care Act (as amended from time to time, the "ACA") or Section 105(h) of the Internal Revenue Code of 1986, as amended ("Section 105(h)"), or applicable regulations or guidance issued under the ACA or Section 105(h), the Executive and the Company agree to work together in good faith, consistent with the requirements for compliance with or exemption from Section 409A, to restructure such benefit.

6.3 Survival of Certain Provisions; Release of Claims. Provisions of this Agreement shall survive any termination of employment if so provided herein or if necessary or desirable fully to accomplish the purpose of other surviving provisions, including, without limitation, the obligations of the Executive under Sections 7 and 8 hereof. The obligation of the Company to make payments to or on behalf of the Executive under Section 5.2, 5.4, 5.5 or 6.2 hereof (other than any Base Salary that is earned but unpaid through the date of termination) is expressly

conditioned upon (a) the Executive's continued full performance of his obligations under Sections 7 and 8 hereof and (b) the Executive's execution of a timely and effective general release of claims in a form provided by the Company at the time of termination, which general release of claims must become effective, if at all, within sixty (60) days following termination of the Executive's employment. The Executive recognizes that, except as expressly provided in Section 5.2, 5.4, 5.5 or 6.2, no compensation or benefits are earned after termination of employment.

7. Confidential Information; Intellectual Property.

7.1 Confidentiality. The Executive acknowledges that the Company and its Affiliates continually develop Confidential Information (as that term is defined in Section 11.2, below); that the Executive has developed and will continue to develop Confidential Information for the Company and its Affiliates and that the Executive has learned and will continue to learn of Confidential Information during the course of his employment. The Executive will comply with the policies and procedures of the Company and its Affiliates for protecting Confidential Information and shall never use or disclose to any Person (except as required by applicable law or for the proper performance of his duties and responsibilities to the Company) any Confidential Information obtained by the Executive incident to his employment or other association with the Company or any of its Affiliates. The Executive understands that this restriction shall continue to apply after employment terminates, regardless of the reason for such termination. For the avoidance of doubt, (a) nothing contained in this Agreement limits, restricts or in any other way affects the Executive's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to such governmental agency or entity and (b) the Executive will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed under seal in a lawsuit or other proceeding; provided, however, that notwithstanding this immunity from liability, the Executive may be held liable if he unlawfully accesses trade secrets by unauthorized means.

7.2 Return of Documents. All documents, records, tapes and other media of every kind and description relating to the business, present or otherwise, of the Company or any of its Affiliates and any copies, in whole or in part, thereof (the "Documents"), whether or not prepared by the Executive, shall be the sole and exclusive property of the Company and its Affiliates. The Executive shall safeguard all Documents and shall surrender to the Company and its Affiliates at the time employment terminates, or at such earlier time or times as the Board, the CEO or the Board's other designee may specify, all Documents then in the Executive's possession or control.

7.3 Assignment of Rights to Intellectual Property. The Executive shall promptly and fully disclose all Intellectual Property to the Company. The Executive hereby assigns and agrees to assign to the Company (or as otherwise directed by the Company) the Executive's full right, title and interest in and to all Intellectual Property. The Executive shall execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by the Company or its Affiliates to assign the Intellectual Property to the Company (or as otherwise directed by the Company) and to permit the Company and its Affiliates to enforce any patents, copyrights or other proprietary rights to the Intellectual Property. The Executive will not charge the Company or any of its Affiliates for time spent in complying with these obligations. All copyrightable works that the Executive creates during his employment with the Company shall be considered "work made for hire" and will, upon creation, be owned exclusively by the Company.

8. Restricted Activities.

8.1 Agreement Not to Compete. During the Executive's employment hereunder and for a period of twenty-four (24) months following the date of termination thereof, regardless of the reason for termination (the "Non-Competition Period"), the Executive will not, directly or indirectly, own, manage, operate, control or participate in any manner in the ownership, management, operation or control of, or be connected as an officer, employee, partner, director, principal, member, manager, consultant, agent or otherwise with, or have any financial interest in, or aid or assist anyone else in the conduct of, any business, venture or activity which competes with, any business, venture or activity being conducted or actively being planned to be conducted by the Company or any of its Affiliates or being conducted or known by the Executive to be actively being planned to be conducted by a group or division of the Company or any of its Affiliates, at or prior to the date on which the Executive's employment under this Agreement is terminated, in the United States or any other geographic area where such business is being conducted or actively being planned to be conducted at or prior to such date of termination. Notwithstanding the foregoing, passive ownership of not more than 5% of any class of equity security of any publicly traded corporation shall not, of itself, constitute a violation of this Section 8.1.

8.2 Agreement Not to Solicit or Hire Employees or Solicit Franchisees or Vendors. During employment and during the Non-Competition Period, the Executive will not, directly or indirectly, (i) recruit or hire or otherwise seek to induce any employees or individual independent contractors (including franchisees) of the Company or any of the Company's Affiliates (including any Person who was such within the immediately preceding six (6)-month period) to terminate his or her employment or engagement or violate any agreement with or duty to the Company or any of the Company's Affiliates; or (ii) solicit or encourage any franchisee or

vendor of the Company or of any of the Company's Affiliates (including any Person who was such within the immediately preceding six (6)-month period) to terminate or diminish its relationship with any of them or to violate any agreement with any of them, or, in the case of a franchisee, to conduct with any Person any business or activity that such franchisee conducts or could conduct with the Company or any of the Company's Affiliates.

8.3 Agreement Not to Disparage. The Executive agrees that, during employment and at all times thereafter, he will not disparage or criticize the Company, its Affiliates, their business, their management or their products or services, and he will not otherwise do or say anything that could disrupt the good morale of employees of the Company or any of its Affiliates or harm the interests or reputation of the Company or any of its Affiliates.

9. Enforcement of Covenants. The Executive acknowledges that he has carefully read and considered all the terms and conditions of this Agreement, including without limitation the restraints imposed upon him pursuant to Sections 7 and 8 hereof. The Executive agrees that said restraints are necessary for the reasonable and proper protection of the Company and its Affiliates and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area. The Executive further acknowledges that, were he to breach any of the covenants or agreements contained in Sections 7 or 8 hereof, the damage to the Company and its Affiliates could be irreparable. The Executive, therefore, agrees that the Company and its Affiliates, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by the Executive of any of said covenants or agreements, without having to post bond. The parties further agree that in the event that any provision of Section 7 or 8 hereof shall be determined by any court of competent jurisdiction to be unenforceable by reason of it being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.
10. Conflicting Agreements. The Executive hereby represents and warrants that the execution of this Agreement and the performance of his obligations hereunder will not breach or be in conflict with any other agreement to which or by which the Executive is a party or is bound and that the Executive is not now subject to any covenants against competition or solicitation or similar covenants or other obligations that would affect the performance of his obligations hereunder. The Executive will not disclose to or use on behalf of the Company or any of its Affiliates any proprietary information of a third party without such party's consent.
11. Definitions. Words or phrases which are initially capitalized or are within quotation marks shall have the meanings provided in this Section 11 or as specifically defined elsewhere in this Agreement. For purposes of this Agreement, the following definitions apply:

11.1 Affiliates. “Affiliates” shall mean the Principal Subsidiary, Domino’s, Inc. and all other persons and entities controlling, controlled by or under common control with the Company, where control may be by management authority or equity interest.

11.2 Confidential Information. “Confidential Information” means any and all information of the Company and its Affiliates that is not generally known by the public. Confidential Information includes without limitation such information relating to (i) the products and services sold or offered by the Company or any of its Affiliates (including without limitation recipes, production processes and heating technology), (ii) the costs, sources of supply, financial performance and strategic plans of the Company and its Affiliates, (iii) the identity of the suppliers of the Company and its Affiliates, and (iv) the people and organizations with whom the Company or any of its Affiliates have business relationships and those relationships. Confidential Information also includes information that the Company or any of its Affiliates have received belonging to others with any understanding, express or implied, that it would not be disclosed.

11.3 ERISA. “ERISA” means the federal Employee Retirement Income Security Act of 1974, as amended, or any successor statute, and the rules and regulations thereunder, and, in the case of any referenced section thereof, any successor section thereto, collectively and as from time to time amended and in effect.

11.4 Intellectual Property. “Intellectual Property” means inventions, discoveries, developments, methods, processes, compositions, works, concepts, recipes and ideas (whether or not patentable or copyrightable or constituting trade secrets or trademarks or service marks) conceived, made, created, developed or reduced to practice by the Executive (whether alone or with others, whether or not during normal business hours or on or off Company premises) during the Executive’s employment that relate to either the business activities or any prospective activity of the Company or any of its Affiliates or that result from any work performed by the Executive for the Company or any of its Affiliates or that make use of Confidential Information or any of the equipment or facilities of the Company or any of its Affiliates.

11.5 Person. “Person” means an individual, a corporation, an association, a partnership, a limited liability company, an estate, a trust and any other entity or organization, other than the Company or any of its Affiliates.

12. Withholding/Other Tax Matters. All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company under applicable law. 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. Miscellaneous.

13.1 Assignment. Neither the Company nor DPLLC nor the Executive may assign this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company or DPLLC may assign its rights and obligations under this Agreement without the consent of the Executive to any of the Company's Affiliates or in the event that the Company or the Principal shall hereafter affect a reorganization, consolidate with, or merge into, any other Person or transfer all or substantially all of its properties or assets to any other Person, in which event such other Person shall be deemed the "Company" or the "Principal Subsidiary" hereunder, as applicable, for all purposes of this Agreement; provided, further, that nothing contained herein shall be construed to place any limitation or restriction on the transfer of the Company's common stock in addition to any restrictions set forth in any stockholder agreement applicable to the holders of such shares. This Agreement shall inure to the benefit of and be binding upon the Company, the Principal Subsidiary and the Executive, and their respective successors, executors, administrators, representatives, heirs and permitted assigns.

13.2 Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the application of such provision in such circumstances shall be deemed modified to permit its enforcement to the maximum extent permitted by law, and both the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable and the remainder of this Agreement shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.3 Waiver; Amendment. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. This Agreement may be amended or modified only by a written instrument signed by the Executive and any expressly authorized representative of the Company and the Principal Subsidiary.

13.4 Notices. Any and all notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, registered or certified, and addressed (i) in the case of the Executive, to: Russell J.

Weiner, at his most recent address on file with the Company, with a copy to Margaret A. Hunter, Dykema Gossett PLLC, 39577 Woodward Avenue, Suite 300, Bloomfield Hills, MI 48304 and (ii) in the case of the Company, to the attention of Chief Executive Officer, at 30 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48106, or to such other address as either party may specify by notice to the other actually received.

13.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior communications, agreements and understandings, written or oral, between the Executive and the Company, its Affiliates or any of their predecessors, with respect to the terms and conditions of the Executive's employment, including without limitation, as of the Effective Date, the Employment Agreement by and between the Executive and the Principal Subsidiary, dated as of September 2, 2008 (as amended from time to time, the "Prior Agreement"). Notwithstanding the foregoing, (i) the Prior Agreement will continue in full force and effect until the Effective Date and (ii) nothing contained in this Agreement will limit or supersede any prior effective assignment of intellectual property rights by the Executive to the Company or any of its Affiliates, under the Prior Agreement or otherwise. For the avoidance of doubt, the Executive hereby acknowledges and agrees that the termination of the Prior Agreement on the Effective Date will not constitute a termination of employment thereunder or entitle the Executive to any severance or other termination-related pay or benefits.

13.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

13.7 Joint and Several Liability. The Company and the Principal Subsidiary shall be jointly and severally liable for all payment obligations of the Company pursuant to this Agreement.

13.8 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic substantive laws of the State of Michigan without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

13.9 Consent to Jurisdiction. Each of the Company, the Principal Subsidiary and the Executive, evidenced by the execution hereof, (i) hereby irrevocably submits to the exclusive jurisdiction of the state courts of the State of Michigan for the purpose of any claim or action arising out of or based upon this Agreement or relating to the subject matter hereof and (ii) hereby waives, to the extent not prohibited by applicable law, and agrees not to assert by way of motion, as a defense or otherwise, in any such claim or action, any claim that it or he is not subject personally to the jurisdiction of the above-named courts, that its or his property is exempt or immune from attachment or execution, that any such

proceeding brought in the above-named courts is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court. Each of the Company, the Principal Subsidiary and the Executive hereby consents to service of process in any such proceeding in any manner permitted by Michigan law, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section 13.4 hereof is reasonably calculated to give actual notice.

[Signature page immediately follows.]

IN WITNESS WHEREOF, this Agreement has been executed by the Company and the Principal Subsidiary by their respective duly authorized representatives, and by the Executive, as of the date first above written.

**THE COMPANY:**

**DOMINO'S PIZZA, INC.**

By: /s/ David A. Brandon  
Name: David A. Brandon  
Title: Chairman of the Board of Directors

**PRINCIPAL SUBSIDIARY:**

**DOMINO'S PIZZA LLC**

By: /s/ J. Patrick Doyle  
Name: J. Patrick Doyle  
Title: Chief Executive Officer

**THE EXECUTIVE:**

/s/ Russell J. Weiner  
Name: Russell J. Weiner

EXHIBIT A

- Board of Directors, The Clorox Company
- Cornell College of Arts & Sciences Advisory Council
- ALSAC/St Jude Research Hospital – CEO’s Professional Advisory Board

EXHIBIT B

RESTRICTED STOCK AWARD AGREEMENT

EXHIBIT C

D&O INSURANCE AND PERSONAL LIABILITY PROTECTION

The Company shall provide the Executive with the coverage described in this Exhibit C or such other coverage as the Company shall from time to time select that shall be not substantially less favorable to the Executive than the coverage described herein.

**TIME SHARING AGREEMENT**

The Agreement, made and entered into as of January 8, 2018 and effective as of July 1, 2018 (the "Effective Date"), is by and between Domino's Pizza LLC, a limited liability company organized and existing under the laws of the State of Michigan ("Domino's") and Richard E. Allison, Jr. ("User").

**WITNESSETH:**

WHEREAS, Domino's is the owner of one (1) Dassault Falcon 2000EX aircraft bearing FAA Registration Number N147CJ and Manufacturer's Serial Number 147 (the "Aircraft"); and

WHEREAS, User desires use of the Aircraft on a limited basis; and

WHEREAS, Domino's desires to make the Aircraft available to User on a time sharing basis in accordance with §91.501 of the Federal Aviation Regulations (the "FARs").

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Provision of Aircraft. Domino's agrees to provide the Aircraft to User on a time sharing basis in accordance with the provisions of 91.501(b)(6), 91.501(c)(1) and 91.501(d) of the FARs for a term of one (1) year commencing on the Effective Date. The term shall be automatically extended for additional one (1)-year terms on the same conditions as set forth herein unless earlier terminated pursuant to Paragraph 15 below.

2. Annual Provision for Personal Usage. While User is employed under the Employment Agreement by and among Domino's, Domino's Pizza, Inc. and User, dated as of the date hereof (the "Employment Agreement"), Domino's agrees, at Domino's expense, to make available to User (and his family and guests when traveling with him), the Aircraft for personal use at his discretion, provided that any such personal use shall be limited to forty-five (45) hours per year (the "Yearly Aircraft Hours"). For personal use of the Aircraft in excess of the Yearly Aircraft Hours, User shall reimburse Domino's in accordance with Paragraph 3 below.

3. Reimbursement of Expenses. For each flight conducted under this Agreement for personal use of the Aircraft in excess of the Yearly Aircraft Hours, User shall pay Domino's the sum of the expenses of operating such flight to the extent prescribed by FAR 91.501(d), i.e., the sum of the expenses set forth in subparagraphs (a)—(k) below:

- (a) Fuel, oil, lubricants, and other additives;
- (b) Travel expenses of the crew, including food, lodging, and ground transportation;
- (c) Hangar and tie-down costs away from the Aircraft's base of operation;
- (d) Insurance obtained for the specific flight;

- (e) Landing fees, airport taxes, and similar assessments;
- (f) Customs, foreign permit, and similar fees directly related to the flight;
- (g) In-flight food and beverages;
- (h) Passenger ground transportation;
- (i) Federal excise taxes;
- (j) Flight planning and weather contract services; and
- (k) An additional charge equal to one hundred percent (100%) of the expenses listed in subparagraph (a) above.

4. **Invoicing and Payment.** All payments to be made to Domino's by User hereunder shall be paid in the manner set forth in this Paragraph 4. Domino's will pay to suppliers, employees, contractors and governmental entities all expenses related to the operation of the Aircraft hereunder in the ordinary course. As to each flight operated hereunder, Domino's shall provide to User an invoice for the charges specified in Paragraph 3 of this Agreement (plus domestic or international air transportation excise taxes, as applicable, imposed by the Internal Revenue Code or other governmental charges which are collected by Domino's as operator and remitted to the appropriate authority), such invoice to be issued by the thirtieth (30th) day of each calendar month for flights performed the preceding calendar month. User shall pay Domino's the full amount of such invoice within ten (10) days of the date of the invoice. In the event Domino's has not received supplier invoices for reimbursable charges listed in Paragraph 3 of this Agreement relating to such flight prior to such invoicing, Domino's shall issue supplemental invoice(s) for such charge(s) to User, and User shall pay such charge(s) within ten (10) days of the date of each supplemental invoice.

5. **Flight Requests.** User will provide Domino's with flight requests and proposed flight schedules as far in advance as possible and in any case at least twenty-four (24) hours in advance of User's desired departure. Flight requests shall be in a form, whether oral or written, mutually convenient to and agreed upon by the parties. In addition to proposed schedules and departure times, User shall provide at least the following information for each proposed flight reasonably in advance of the desired departure time as required by Domino's or its flight crew:

- (a) departure point;
- (b) destination;
- (c) date and time of flight;
- (d) number and identity of anticipated passengers;
- (e) nature and extent of luggage and/or cargo to be carried;
- (f) date and time of return flight, if any; and
- (g) any other information concerning the proposed flight that may be pertinent to or required by Domino's or its flight crew.

6. Aircraft Scheduling. Domino's shall have final authority over all scheduling of the Aircraft, provided however that Domino's will use reasonable efforts to accommodate User's requests.

7. Aircraft Maintenance. As between the parties hereto, Domino's shall be solely responsible for securing scheduled and unscheduled maintenance, preventive maintenance and required or otherwise necessary inspections of the Aircraft, and shall take such requirements into account in scheduling the Aircraft. Performance of maintenance, preventive maintenance or inspection shall not be delayed or postponed for the purpose of scheduling the Aircraft unless such maintenance or inspection can safely be conducted at a later time in compliance with applicable laws, regulations and requirements, and such delay or postponement is consistent with the sound discretion of the pilot-in-command.

8. Flight Crew. Domino's shall provide, at its sole expense, qualified flight crew for all flight operations under this Agreement.

9. Operational Authority and Control. Domino's shall be responsible for the physical and technical operation of the Aircraft and the safe performance of all flights, and shall retain full authority and control including exclusive operational control and possession of the Aircraft at all times during the term of this Agreement. In accordance with applicable FARs, the qualified flight crew provided by Domino's will exercise all required duties and responsibilities in regard to the safety of each flight conducted hereunder. The pilot-in-command shall have absolute discretion in all matters concerning the preparation of the Aircraft for flight and the flight itself, the load carried and its distribution, the decision whether or not a flight shall be undertaken, the route to be flown, the place where landings shall be made, and all other matters relating to operation of the Aircraft. User specifically agrees that the flight crew shall have final and complete authority to delay or cancel any flight for any reason or condition which in the sole judgment of the pilot-in-command could compromise the safety of the flight, and to take any other action which in the sole judgment of the pilot-in-command is necessitated by considerations of safety. No such action of the pilot-in-command shall create or support any liability to User or any other person for loss, injury, damage or delay. The parties further agree that Domino's shall not be liable for delay or failure to furnish the Aircraft and crew pursuant to this Agreement when such failure is caused by government regulation or authority, mechanical difficulty or breakdown, war, terrorism, civil commotion, strikes or labor disputes, weather conditions, acts of God, or other circumstances beyond Domino's reasonable control.

10. Insurance and Limitation of Liability.

(a) Insurance. Domino's will maintain or cause to be maintained in full force and effect throughout the term of this Agreement aircraft liability insurance in respect of the Aircraft in an amount at least equal to \$100 million combined single limit for bodily injury to or death of persons (including passengers) and property damage liability. Domino's shall use best efforts to procure such additional insurance coverage as User may request naming User as an additional insured; provided, that the cost of such additional insurance shall be borne by User pursuant to Paragraph 3(d) hereof.

(b) Limitation of Liability. User agrees that the insurance specified in Paragraph 10(a) of this Agreement shall provide the sole recourse for all claims, losses, liabilities, obligations, demands, suits, judgments or causes of action, penalties, fines, costs and expenses of any nature whatsoever, including attorneys' fees and expenses for or on account of or arising out of, or in any way connected with the use of the Aircraft by User or his guests, including injury to or death of any persons, including User or any of his guests which may result from or arise out of the use or operation of the Aircraft during the term of this Agreement. This Paragraph 10 shall survive termination of this Agreement.

11. Warranties. User warrants that:

(a) He will use the Aircraft under this Agreement for and only for his own account, including the carriage of his guests, and will not use the Aircraft for the purpose of providing transportation of passengers or cargo for compensation or hire;

(b) He will not permit any lien, security interest or other charge or encumbrance to attach against the Aircraft as a result of his action or inaction, and shall not convey, mortgage, assign, lease or in any way alienate the Aircraft or Domino's rights hereunder; and

(c) During the term of this Agreement, he will abide by and conform to and will cause all passengers to abide by and conform to all such laws, governmental and airport orders, rules, and regulations as shall from time to time be in effect relating in any way to the operation or use of the Aircraft under Part 91 of the FARs.

12. Base of Operations. For purposes of this Agreement, the base of operation of the Aircraft is Willow Run, Ypsilanti, Michigan; provided, that such base may be changed upon notice from Domino's to User.

13. Notices and Communications. All notices and other communications under this Agreement shall be in writing (except as permitted in Paragraph 5 of this Agreement) and shall be given (and shall be deemed to have been duly given upon receipt or refusal to accept receipt) by personal delivery, the next business day if given by facsimile (with a simultaneous confirmation copy sent by first class mail properly addressed and postage prepaid) or by a reputable overnight courier service, addressed as follows:

If to Domino's:

Domino's Pizza LLC  
30 Frank Lloyd Wright Drive  
Ann Arbor, Michigan 48106-099  
Attn: General Counsel  
Phone: (734)930-3678  
Fax: (734)327-8877

If to User:

Richard E. Allison, Jr.

Most recent address on file with the Company

or to such other person or address as either party shall from time to time designate by writing to the other party.

14. Further Acts. Domino's and User shall from time to time perform such other and further acts and execute such other and further instruments as may be required by law or may be reasonably necessary (i) to carry out the intent and purpose of this Agreement and (ii) to establish, maintain and protect the respective rights and remedies of the other party.

15. Successors and Assigns. Neither this Agreement nor any party's interest herein shall be assignable to any other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their representatives, successors and assigns.

16. Termination. Either party may terminate this Agreement for any reason upon written notice to the other, such termination to become effective ten (10) days from the date of the notice; provided, that this Agreement may be terminated as a result of a breach by either party of its obligations under this Agreement on ten (10) days written notice by the non-breaching party to the breaching party; and provided further, that this Agreement may be terminated on such shorter notice as may be required to comply with applicable laws, regulations, the requirements of any financial institution with a security or other interest in the Aircraft, insurance requirements or in the event the insurance required hereunder is not in full force and effect. Notwithstanding the foregoing, (i) this Agreement will automatically terminate in the event that User's employment under the Employment Agreement terminates for any reason and (ii) any outstanding obligations of User to Domino's under Paragraph 3 of this Agreement will survive any termination of this Agreement.

17. Governing Law. This Agreement shall be construed under and the legal relations between the parties shall be governed by the laws of the State of Michigan.

18. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.

19. Amendment or Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and is not intended to confer upon any person or entity any rights or remedies hereunder which are not expressly granted herein. This Agreement may be amended or modified only in writing duly executed by the parties hereto.

20. TRUTH IN LEASING STATEMENT UNDER SECTION 91.23 OF THE FEDERAL AVIATION REGULATIONS.

(a) DOMINO'S HEREBY CERTIFIES THAT THE AIRCRAFT HAS BEEN INSPECTED AND MAINTAINED WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THIS AGREEMENT, OR SUCH SHORTER PERIOD AS DOMINO'S SHALL HAVE HAD POSSESSION OF THE AIRCRAFT, IN ACCORDANCE WITH THE PROVISIONS OF FAR PART 91 AND THAT ALL APPLICABLE REQUIREMENTS FOR THE MAINTENANCE AND INSPECTION THEREUNDER HAVE BEEN MET.

(b) DOMINO'S AGREES, CERTIFIES, AND KNOWINGLY ACKNOWLEDGES THAT WHEN THE AIRCRAFT IS USED UNDER THIS AGREEMENT, DOMINO'S SHALL BE KNOWN AS, CONSIDERED, AND SHALL IN FACT BE THE OPERATOR OF THE AIRCRAFT.

Domino's Pizza LLC  
30 Frank Lloyd Wright Drive  
Ann Arbor, Michigan 48106-099

(c) THE PARTIES UNDERSTAND THAT AN EXPLANATION OF FACTORS AND PERTINENT FEDERAL AVIATION REGULATIONS BEARING ON OPERATIONAL CONTROL CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE, GADO, OR ACDO. DOMINO'S AGREES TO SEND AN EXECUTED COPY OF THIS AGREEMENT FOR AND ON BEHALF OF BOTH PARTIES TO: FLIGHT STANDARDS TECHNICAL DIVISION, P.O. BOX 25724, OKLAHOMA CITY, OKLAHOMA 73125, WITHIN TWENTY-FOUR (24) HOURS OF ITS EXECUTION, AS PROVIDED BY FAR 91-23(c)(1).

[Signature page immediately follows.]

**IN WITNESS WHEREOF**, the parties hereto have caused the signature of their authorized representatives to be affixed below on the day and year first above written. The persons signing below warrant their authority to sign.

**DOMINO'S PIZZA LLC**

**USER:**

By: /s/ J. Patrick Doyle  
Name: J. Patrick Doyle  
Title: Chief Executive Officer

By: /s/ Richard E. Allison, Jr.  
Name: Richard E. Allison, Jr.

**EXHIBIT B**  
**FORM OF RESTRICTED STOCK AWARD AGREEMENT**

<b>Name:</b>	
<b>No. of Shares:</b>	
<b>Grant Date:</b>	

Domino's Pizza, Inc.  
2004 Equity Incentive Plan  
Restricted Stock Agreement

Domino's Pizza, Inc., a Delaware corporation (the "Company"), hereby grants this Restricted Stock award (the "Award") to the above-named individual (the "Participant") pursuant to the Company's 2004 Equity Incentive Plan (as from time to time in effect, the "Plan"). On the Grant Date, the Company hereby grants and transfers to the Participant the aggregate number of shares set forth above (the "Shares") of Stock, all in accordance with and subject to the terms and conditions described in this Restricted Stock Agreement (this "Agreement") and the Plan, in addition to such other restrictions, if any, as may be imposed by law.

**1. Restriction and Vesting.**

- a. Each unvested Share under the Award shall be subject to the Transfer Restrictions set forth in Section 4 of this Agreement. Subject to Sections 2 and 3 of this Agreement, the Shares shall vest and the Transfer Restrictions with respect thereto shall lapse in full on the fourth anniversary of the Grant Date (the "Vesting Date"), in accordance with applicable provisions of the Plan, but only if the Forfeiture Condition, as defined herein, has not previously occurred. The term "vest" as used herein with respect to any Share means the lapsing of the Transfer Restrictions described herein with respect to such Share.
- b. Except as expressly provided in Section 2 of this Agreement, all Shares shall be automatically and immediately forfeited to the Company upon a termination of the Participant's employment with the Company prior to the Vesting Date (the "Forfeiture Condition"). Upon any occurrence of the Forfeiture Condition, the Participant hereby (i) appoints the Company as the attorney-in-fact of the Participant to take such actions as may be necessary or appropriate to effectuate a transfer of the record ownership of any such Shares that are unvested and forfeited hereunder, (ii) agrees to deliver to the Company, as a precondition to the issuance of any certificate or certificates with respect to unvested Shares hereunder, one or more stock powers, endorsed in blank, with respect to such Shares, and (iii) agrees to sign such other powers and take such other actions as the Company may reasonably request to accomplish the transfer or forfeiture of any Shares that are forfeited hereunder.
- c. A vested Share to which the Transfer Restrictions no longer apply shall be freely transferable, subject, however, to (i) satisfaction of any applicable tax withholding requirements with respect to the vesting or transfer of such Share; (ii) the

completion of any administrative steps (for example, but without limitation, the transfer of certificates) that the Company may reasonably impose; and (iii) applicable requirements of federal and state securities laws. Until a Share is vested, the certificate evidencing the Share shall carry a restrictive legend that prohibits any sale, transfer, pledge, assignment or other encumbrance or disposition of such Share prior to vesting. In addition, if unvested Shares are held in book entry form, the Company may take such steps as it deems necessary or appropriate to record and manifest the restrictions applicable to such Shares and the Participant agrees that the Company may give stop transfer instructions to the depository to ensure compliance with the provisions of this Agreement. Any certificates representing unvested Shares shall be held by the Company.

**2. Certain Terminations Prior to the Vesting Date.** If the Participant terminates employment with the Company for Good Reason (as such term is defined in the Employment Agreement by and between the Company, Domino's Pizza LLC and the Participant, dated as of January 8, 2018 (the "Employment Agreement")), if the Participant's employment is terminated by the Company (or one of its subsidiaries, as applicable) without Cause (as such term is defined in the Employment Agreement) or if the Participant's employment is terminated as a result of his death or by the Company as a result of his permanent disability, in each case on or after the second anniversary of the Grant Date but prior to the Vesting Date (each, a "Qualifying Termination"), a portion of the Shares shall become fully vested on the date of the Qualifying Termination and any Transfer Restrictions shall no longer apply to such Shares, to the extent provided as follows: (i) if the Qualifying Termination occurs on or after the second anniversary of the Grant Date but prior to the third anniversary of the Grant Date, 25% of the Shares shall become fully vested and (ii) if the Qualifying Termination occurs on or after the third anniversary of the Grant Date but prior to the Vesting Date, 75% of the Shares shall become fully vested. Any Shares that do not vest upon a Qualifying Termination as provided in this Section 2 shall be automatically and immediately forfeited to the Company upon such Qualifying Termination. For the avoidance of doubt, this acceleration of vesting shall only apply if the Shares were not previously forfeited as a result of the occurrence of the Forfeiture Condition.

**3. Nontransferability of Award.** The Shares acquired by the Participant pursuant to this Agreement shall not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of except as provided in this Agreement and in the Plan ("Transfer Restrictions"). Until the lapse of these Transfer Restrictions (i.e., until the Shares vest in accordance with Section 1 or 2 of this Agreement), or unless the Administrator approves the transfer of all or part of the Award in accordance with the Plan, the unvested Shares shall not be transferred, pledged, assigned or otherwise encumbered or disposed of by the Participant. For clarification purposes, the Transfer Restrictions shall be lifted to the extent that the Company allows the Participant to transfer Shares to the Company in order to satisfy any tax withholding liability of such Participant.

**4. Rights as Shareholder.** Except for the Forfeiture Condition and the Transfer Restrictions, the Participant shall have all rights of a shareholder (including voting and dividend rights) with respect to the Shares. Notwithstanding the foregoing, any property distributed with respect to a Share (the "associated share") acquired hereunder, including without limitation a distribution of cash dividend or a distribution of Stock by reason of a stock dividend, stock split or otherwise, or a distribution of other securities with respect to an associated share, shall be

subject to the Forfeiture Condition and the Transfer Restrictions applicable to the associated share for so long as the associated share remains subject to the Forfeiture Condition and the Transfer Restrictions and shall be automatically forfeited if and when the associated share is so forfeited. The Company may require that any cash distribution with respect to the Shares be held back, placed in escrow or otherwise made subject to such restrictions as the Company deems appropriate to carry out the intent of this Agreement and, in furtherance of the foregoing, any ordinary cash dividends payable in respect of any Share that has not yet vested shall be held by the Company until such Share vests in accordance with the terms of this Agreement, at which time the Company shall distribute such cash dividends (without interest) to the Participant, provided, however, that all such cash dividends shall be automatically forfeited if and when the associated Share is forfeited. References in the Plan and this Agreement to the Shares shall be deemed to refer, *mutatis mutandis*, to any such additional restricted amounts.

**5. Withholding and Certain Tax Matters.** The award or vesting of the Shares acquired hereunder, and the payment of dividends with respect to such Shares, may give rise to “wages” subject to withholding. The Participant agrees to take such steps, including prompt payment of cash to the Company, as the Company directs to satisfy all tax withholding obligations that may arise with respect this Award or the vesting or subsequent transfer of the Shares granted hereunder, including, if the Administrator so determines, by the delivery of previously acquired Stock or shares of Stock acquired hereunder or by the withholding of amounts from any payment hereunder (but not in excess of the applicable statutory minimum tax withholding amount) or otherwise.

**6. Provisions of the Plan.** This Award is subject to the provisions of the Plan, which are incorporated herein by reference. A copy of the Plan as in effect on the Grant Date is available from the Company. By accepting this Award, the Participant acknowledges receipt of a copy of the Plan and a prospectus relating to this Award, and agrees to be bound by the terms of the Plan and this Agreement. All initially capitalized terms used herein will have the meaning specified in the Plan unless another meaning is specified herein.

**7. Governing Law.** This Award and all claims arising out of or based upon this Agreement or relating to the subject matter hereof shall be governed by and construed in accordance with the laws of the State of Delaware and in connection with any dispute in respect thereof, the Participant hereby submits to and consents to the jurisdiction of the state and federal courts sitting in the State of Delaware and agrees that such dispute shall be resolved by the courts of the State of Delaware, or the federal courts of the United States for the District of Delaware.

**8. Electronic Delivery.** The Company may, in its sole discretion, deliver any documents related to this Award by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**9. No Contract of Employment.** The Award is not a contract of employment between the Company (or any subsidiary of the Company) and the Participant. The Participant retains the right to terminate his employment with the Company (or one of its subsidiaries, as applicable), and the Company (and its subsidiaries, as applicable) retain the right to terminate or modify the

terms of the Participant's employment, subject to any rights retained by either party under the Employment Agreement, and no loss of rights, contingent or otherwise, under this Award upon termination of employment shall be claimed by the Participant as an element of damages in any dispute over such termination of employment.

10. **Section 83(b) Election.** The Participant expressly acknowledges that he has been advised to confer promptly with a professional tax advisor to consider whether the Participant should make a so-called "83(b) election" with respect to the Shares. Any such election, to be effective, must be made in accordance with applicable regulations and within thirty (30) days following the Grant Date. The Company has made no recommendation to the Participant with respect to the advisability of making such an election. The Participant hereby agrees that if the Participant makes an 83(b) election, the Participant will provide a copy of the election to the Company not later than ten (10) days after filing the election with the Internal Revenue Service.

11. **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its duly authorized officer.

**DOMINO'S PIZZA, INC.**

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Name:  
Title: