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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): July 15, 2009**

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**Domino's Pizza, Inc.**

(Exact name of registrant as specified in its charter)

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**Commission file number:**

**333-114442**

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

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

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

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

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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))
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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.**

(e) New Forms of Equity Award Agreements

On July 15, 2008, the Compensation Committee (the “Compensation Committee”) of Domino’s Pizza, Inc. (the “Company”) approved a new form of Non-Qualified Stock Option Agreement for executive officers (the “New Form Option Agreement”) under the Domino’s Pizza, Inc. 2004 Equity Incentive Plan (the “EIP”). The New Form Option Agreement is substantially similar to the previous form of option agreement for executive officers under the EIP, except that the New Form Option Agreement provides for a three-year vesting period. A copy of the New Form Option Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. The above description of the New Form Option Agreement is qualified in its entirety by reference to the attached form of such agreement.

The Compensation Committee also approved the issuance of performance-based restricted stock awards to executive officers and directors of the Company and the issuance of performance-based restricted stock unit awards to certain employees of the Company through the following new forms of award agreements under the Equity Incentive Plan: (1) Performance-Based Restricted Stock Agreement and (2) Performance-Based Restricted Stock Unit Award Agreement. Copies of the forms of these agreements are filed as Exhibits 10.2 and 10.3 to this Current Report on Form 8-K and are incorporated herein by reference.

The performance-based restricted stock awards have both time-based and performance-based vesting conditions. These awards provide for a three-year vesting period with each vesting tranche also requiring the achievement of certain applicable performance-based conditions.

On July 16, 2009, the following named executive officers each received the number of stock options and shares of performance-based restricted stock listed after their name; J. Patrick Doyle, 60,000 stock options and 65,000 shares of performance-based restricted stock, Wendy Beck, 30,000 stock options and 35,000 shares of performance-based restricted stock, Michael Lawton, 30,000 stock options and 35,000 shares of performance-based restricted stock, and L. David Mounts, 30,000 stock options and 40,000 shares of performance-based restricted stock. The value of the equity awards granted to the named executive officers on July 16 consistent with the value of long-term compensation awards given to named executive officer in prior years. Historically, stock options have been the primary vehicle for equity compensation of our executive officers. These equity awards differ from historical practice in that a portion of the equity component of our management compensation is now awarded in performance-based restricted stock as an attempt to diversify the types of awards but not the overall value.

**Item 9.01 Financial Statements and Exhibits.**

(c)

- 10.1 Form of Non-Qualified Stock Option Agreement under the Domino’s Pizza, Inc. 2004 Equity Incentive Plan.
- 10.2 Form of Performance-Based Restricted Stock Agreement under the Domino’s Pizza, Inc. 2004 Equity Incentive Plan.
- 10.3 Form of Performance-Based Restricted Stock Unit Award Agreement under the Domino’s Pizza, Inc. 2004 Equity Incentive Plan.

**SIGNATURES**

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

DOMINO'S PIZZA, INC.  
(Registrant)

Date: July 20, 2009

/s/ Kenneth B. Rollin  
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Kenneth B. Rollin  
Executive Vice President and General Counsel

Name:  
 Employee ID:  
 No. of Options:  
 Grant Date:  
 Expiration Date:  
 Grant Price:

Domino's Pizza, Inc.  
2004 Equity Incentive Plan  
Non-Qualified Stock Option Agreement

Domino's Pizza, Inc., (the "Company") a Delaware corporation, hereby grants this Stock Option 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"). Under this Stock Option, the Participant may purchase, from the Company during the period commencing on the Grant Date set forth above, and expiring on the Expiration Date set forth above ("Expiration Date"), the aggregate number of shares set forth above (the "Shares") of the Common Stock of the Company at the price per Share set forth above (the "Grant Price"), all in accordance with and subject to the following terms and conditions:

**1. Vesting.** This Stock Option is exercisable in the following cumulative installments (each an "Installment Period") prior to the Expiration Date:

One-third of the Shares on the 1<sup>st</sup> anniversary of the Grant Date;  
 an additional one-third of the Shares on the 2<sup>nd</sup> anniversary of the Grant Date;  
 and the remaining one-third of the Shares on the 3<sup>rd</sup> anniversary of the Grant Date,

the right of exercise shall be cumulative, so that if the Stock Option is not exercised to the maximum extent permissible during an Installment Period, it shall be exercisable, in whole or in part, with respect to all Shares not so purchased at any time prior to the Expiration Date, subject to earlier termination as set forth in this agreement (the "Agreement") and the Plan.

Subject to the other provisions of this Agreement and the Plan, if the Participant Retires (or dies or becomes disabled at a time when the Participant had satisfied the age and years of service requirements specified in the definition of Retirement) this Stock Option will immediately upon such Retirement or death or disability, as applicable, and to the extent not otherwise exercisable, become fully exercisable, and will thereafter and during the period specified in the following paragraph remain, to the extent not previously exercised, fully exercisable for the Shares. For purposes of this Stock Option, "Retire" and "Retirement" mean termination of the Participant's employment (other than a termination for cause) after attainment by the Participant of age fifty-five (55) and ten (10) years of continuous service with the Company and/or its subsidiaries.

Upon termination of the Participant's employment, any portion of this Stock Option that is not then exercisable (determined after giving effect, to the extent applicable, to the accelerated exercisability provisions of the immediately preceding paragraph) will immediately expire and the remainder of this Stock Option will remain exercisable, subject to the other provisions of this Agreement and the Plan, until the earlier of (A) the Expiration Date, or (B)(i) if the employment terminates by reason of the Participant's death, the second anniversary of the date of such death; (ii) if the employment terminates by reason of the Participant's Retirement, the Expiration Date, provided, however, that if the Participant dies after Retirement the period specified by this clause (ii) shall be modified to end on the second anniversary of the date of such death; (iii) if the employment terminates by reason of disability or an involuntary termination other than for cause, the first anniversary of the date of termination; or (iv) if the Participant voluntarily terminates employment before becoming eligible for Retirement, or is involuntarily terminated for cause, the thirtieth (30th) day following the date of termination. Upon the expiration of the applicable latest exercise date described in the immediately preceding sentence, this Stock Option shall terminate.

**2. Exercise of Stock Option.** Each election to exercise this Stock Option shall be made, in the manner prescribed by the Company, with the third party stock plan administrator appointed by the Company, by the Participant or the Participant's executor, administrator, or legally appointed representative (in the event of the Participant's incapacity) or the person or persons to whom this Stock Option is transferred by will or the applicable laws of descent and distribution (collectively, the "Option Holder") and received by the third party stock plan administrator, accompanied by this Agreement and payment in full as provided in the Plan. The purchase price shall be paid to the third party stock plan administrator appointed by the Company by either (i) delivery of cash or check; (ii) wire transfer; or (iii) through a broker-assisted cashless exercise program implemented in connection with the Plan. In the event that this Stock Option is exercised by an Option Holder other than the Participant, the Company will be under no obligation to deliver Shares hereunder unless and until it is satisfied as to the authority of the Option Holder to exercise this Stock Option.

**3. Restrictions on Transfer of Shares.** If at the time this Stock Option is exercised the Company or any of its stockholders is a party to any agreement restricting the transfer of any outstanding shares of the Company's Common Stock, the Administrator may provide that this Stock Option may be exercised only if the Shares so acquired are made subject to the transfer restrictions set forth in that agreement (or if more than one such agreement is then in effect, the agreement or agreements specified by the Administrator).

**4. Withholding; Agreement to Provide Security.** The Company will not deliver Shares being purchased upon any exercise of this Stock Option unless it has received payment in a form acceptable to the Company for all applicable withholding taxes (or the Participant makes other arrangements satisfactory to the Company for the payment of such taxes).

**5. Nontransferability of Stock Option.** This Stock Option is not transferable by the Participant otherwise than by will or the laws of descent and distribution, and is exercisable during the Participant's lifetime only by the Participant (or in the event of the Participant's incapacity, the person or persons legally appointed to act on the Participant's behalf).

**6. Provisions of the Plan.** This Stock Option is subject to the provisions of the Plan, which are incorporated herein by reference. A copy of the Plan as in effect on the date of the grant of this Stock Option is available from the Company. By exercising all or any part of this Stock Option, the Participant 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. Non-Statutory Option.** The Stock Option evidenced by this Agreement is intended to be, and is hereby designated, a non-statutory option, that is, an option that does *not* qualify as an incentive stock option as defined in section 422 of the Internal Revenue Code of 1986, as amended from time to time (the "Code").

**8. Governing Law.** This Stock Option is governed by, and subject to, the laws of the State of Delaware, as provided in the Plan. For purposes of litigating any dispute that arises under this Agreement or the Plan, the parties hereby submit to and consent to the jurisdiction of the State of Delaware, agree that such litigation shall be conducted in the courts of Delaware, or the federal courts for the United States for the District of Delaware, where this grant is made and/or to be performed.

**9. Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to this Stock Option and participation in the Plan or future options that may be granted under the Plan by electronic means or to request the Participant's consent to participate in the Plan 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 another third party designated by the Company.

**10. 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.**

Name: David A. Brandon

Title: Chairman and Chief Executive Officer

Name:  
 Employee ID:  
 No. of Shares:  
 Grant Date:

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

Domino's Pizza, Inc., a Delaware corporation (the "Company"), hereby grants this Performance-Based 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 Participant the aggregate number of shares set forth above (the "Shares") of the Common Stock, par value \$.01 per share, of the Company, all in accordance with and subject to the terms and conditions described in this Performance-Based Restricted Stock Agreement (the "Agreement") and the Plan in addition to such other restrictions, if any, as may be imposed by law.

**1. Restriction and Vesting.** 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, the Shares shall vest in three tranches (each, a "Vesting Tranche" and collectively, the "Vesting Tranches") in accordance with Subsection 1(a) of this Agreement and applicable provisions of the Plan, but in each case only if a Forfeiture Condition described in Subsection 1(b) below 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.

- a. Vesting.
- i. One-third of the Shares shall vest on the 1<sup>st</sup> anniversary of the Grant Date;
  - ii. One-third of the Shares shall vest on the 2<sup>nd</sup> anniversary of the Grant Date; and
  - iii. The remaining one-third of the Shares shall vest on the 3<sup>rd</sup> anniversary of the Grant Date.

Each such anniversary date shall be referred to herein as the "Regular Vesting Date" of the Vesting Tranche vesting on such date.

- b. Forfeiture Conditions. Any Share then subject to Transfer Restrictions shall be automatically and immediately forfeited to the Company if, with respect to a particular Vesting Tranche of which such Share is part, any of the following occurs (each, a "Forfeiture Condition"):
- i. the Participant terminates employment with the Company (or one of its subsidiaries as applicable) voluntarily (i.e., other than as a result of death or disability) or is involuntarily terminated by the Company (or one of its subsidiaries as applicable) with "cause" prior to the vesting of such Vesting Tranche; or
  - ii. the Participant terminates employment with the Company (or one of its subsidiaries as applicable) by reason of death or disability or is involuntarily terminated by the Company (or one of its subsidiaries as applicable) without "cause" prior to the vesting of such Vesting Tranche and prior to the certification by the Board of Directors of the Company (the "Board") or the Compensation Committee of the Board (the "Compensation Committee") that the applicable performance goal or goals had been met or exceeded for such Vesting Tranche as set by the Compensation Committee and set forth on Appendix A to this Agreement; or
  - iii. the Company fails to meet or exceed the applicable performance goal or goals for such Vesting Tranche as set by the Compensation Committee and set forth on Appendix A to this Agreement, which performance goal or goals must be met or exceeded for such Vesting Tranche as a condition precedent to the vesting of such Vesting Tranche of this Award.

Upon the occurrence of a 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 unvested Shares that are forfeited hereunder.

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. Termination Prior to Vesting Date.** If a Participant terminates employment with the Company (or one of its subsidiaries as applicable) by reason of death or disability or is involuntarily terminated by the Company (or one of its subsidiaries as applicable) without “cause” prior to the vesting of any Vesting Tranche(s) and on or after the certification by the Board or the Compensation Committee that the performance goal or goals applicable to such Vesting Tranche(s) (as set by the Compensation Committee and set forth on Appendix A to this Agreement) have been met or exceeded, all of the Shares included in such Vesting Tranche(s) to the extent not otherwise vested shall become fully vested on the date of termination and any Transfer Restrictions shall no longer apply to such Shares. For the avoidance of doubt, this acceleration of vesting shall only apply with respect to Shares not previously forfeited as a result of the occurrence of a Forfeiture Condition.

**3. Retirement.** Subject to the other provisions of this Agreement and the Plan, if the Participant Retires (or dies or becomes disabled at a time when the Participant had satisfied the age and years of service requirements specified in the definition of Retirement), then notwithstanding the terms of Section 1 of this Agreement, all unvested Shares hereunder shall not be forfeited and the Shares shall continue to be eligible to vest (and shall remain subject to Transfer Restrictions until so vested) as set forth in Section 1 of this Agreement (subject to the Forfeiture Condition set forth in clause (b)(iii) thereof). For the avoidance of doubt, this provision shall only apply with respect to Shares not previously forfeited as a result of the occurrence of a Forfeiture Condition. For purposes of this Award, “Retire” and “Retirement” mean termination of the Participant’s employment (other than a termination for cause) after attainment by the Participant of age fifty-five (55) and ten (10) years of continuous service with the Company and/or its subsidiaries.

**4. 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 Sections 1, 2 or 3), or unless the Administrator approves the transfer of all or part of the Award in accordance with the Plan, the unvested Shares included in the Award hereby granted 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.

**5. Rights as Shareholder.** Except for risk of forfeiture of all or part of the Award prior to vesting as set forth in Section 1, the Participant shall have all rights of a shareholder (including voting and dividend rights) commencing on the date on which the certificate is issued evidencing the Award. 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 Common 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 forfeiture risk and the Transfer Restrictions applicable to the associated share for so long as the associated share remains subject to such forfeiture risk 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.

**6. 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 (including, without limitation, any amount that it is treated as “wages” for FICA/FUTA or Medicare tax purposes on a current basis rather than when distributed). 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 to 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 Common Stock or shares of Common Stock acquired hereunder or by the withholding of amounts from any payment hereunder (but, with respect to any amounts constituting deferred compensation subject to 409A, as determined by the Company in its sole discretion, not in excess of amounts permitted to be accelerated by Section 409A including Treasury Regulation Section 1.409A-3(j)(4)(vi)). Any amounts payable hereunder that constitute deferred compensation subject to Section 409A (as determined by the Company in its sole discretion) shall only be payable on such events as constitute permissible payment events thereunder and, for this purpose (i) “Disability” and “Disabled” shall mean disability within the meaning of Section 409A of the Code and (ii) “Retire” and “Retirement” shall mean a termination of employment (otherwise meeting such definition as set forth in Section 3) that constitutes a separation from service within the meaning of Section 409A. If a Participant is a “specified employee” (as defined in Section 409A), amounts payable hereunder that constitute deferred compensation subject to Section 409A (as determined by the Company in its sole discretion) and that would (but for this sentence) be payable within six months following such Participant’s separation from service (within the meaning of Section 409A), will be paid on the earlier of (i) the date which is six months and one day after the Participant separates from service (within the meaning of Section 409A) or (ii) the Participant’s date of death. The preceding sentence will not apply to any payments that are exempt from or are not subject to the requirements of Section 409A. The undersigned expressly acknowledges that the Award is intended to comply with (or be exempt from) Section 409A and shall be construed by the Administrator accordingly. Notwithstanding the preceding, neither the Company, nor any affiliate, nor the Administrator, nor any person acting on behalf of any of them, shall be liable to the Participant by reason of any acceleration of income, or any tax or additional tax, asserted (A) by reason of any failure of the Award or any portion thereof to satisfy the requirements for exemption from, or compliance with, Section 409A of the Code or (B) by reason of Section 4999 of the Internal Revenue Code of 1986, as amended (the “Code”). All references to “Section 409A” herein shall be references to Section 409A of the Code, the Treasury Regulations promulgated thereunder and such other guidance as determined by the Company in its sole discretion.

**7. 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 date of the grant of this Award 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.

**8. 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.

**9. 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.

**10. 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) retains the right to terminate or modify the terms of the Participant's employment, subject to any rights retained by either party under the Participant's employment agreement, if Participant has an 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.

**11. Section 83(b) Election.** The Participant expressly acknowledges that such participant 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.

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

**DOMINO'S PIZZA, INC.**

Name: David A. Brandon

Title: Chairman and Chief Executive Officer

Appendix A

Vesting Date

Performance Period

Performance Goal

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Name:  
 Employee ID:  
 No. of RSUs:  
 Grant Date:

Domino's Pizza, Inc.  
2004 Equity Incentive Plan  
Performance-Based Restricted Stock Unit Award Agreement

Domino's Pizza, Inc., a Delaware corporation (the "Company"), hereby grants on date written above (the "Grant Date") the number of Performance-Based Restricted Stock Units set forth above (the "RSUs" or 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") all in accordance with and subject to the terms and conditions described in this Performance-Based Restricted Stock Unit Award Agreement (the "Agreement") and the Plan in addition to such other restrictions, if any, as may be imposed by law. No RSU shall be paid unless vested in accordance with this Agreement.

**1. Vesting.** Subject to Section 2 and 3, the Award shall vest in three tranches (each, a "Vesting Tranche" and collectively, the "Vesting Tranches") in accordance with Subsection 1(a) of this Agreement and applicable provisions of the Plan, but in each case only if a Forfeiture Condition described in Subsection 1(b) below has not previously occurred.

- a. **Vesting.**
- i. One-third of the RSUs shall vest on the 1<sup>st</sup> anniversary of the Grant Date;
  - ii. One-third of the RSUs shall vest on the 2<sup>nd</sup> anniversary of the Grant Date; and
  - iii. The remaining one-third of the RSUs shall vest on the 3<sup>rd</sup> anniversary of the Grant Date.

Each such anniversary date shall be referred to herein as the "Regular Vesting Date" of the Vesting Tranche vesting on such date.

- b. **Forfeiture Conditions.** Any RSUs not yet vested shall be automatically and immediately forfeited to the Company if, with respect to a particular Vesting Tranche of which such RSU is part any of the following occurs (each a "Forfeiture Condition"):
- i. the Participant terminates employment with the Company (or one of its subsidiaries as applicable) voluntarily (i.e., other than as a result of death or Disability) or is involuntarily terminated by the Company (or one of its subsidiaries as applicable) with "cause" prior to the vesting of such Vesting Tranche; or
  - ii. the Participant's employment with the Company (or one of its subsidiaries as applicable) terminates by reason of death or Disability or the Participant is involuntarily terminated by the Company (or one of its subsidiaries as applicable) without "cause" prior to the vesting of such Vesting Tranche and prior to the certification by the Board of Directors of the Company (the "Board") or the Compensation Committee of the Board (the "Compensation Committee") that the applicable performance goal or goals have been met or exceeded for such Vesting Tranche as set by the Compensation Committee and set forth on Appendix A to this Agreement; or
  - iii. the Company fails to meet or exceed the applicable performance goal or goals for such Vesting Tranche as set by the Compensation Committee and set forth on Appendix A to this Agreement, which performance goal or goals must be met or exceeded for such Vesting Tranche as a condition precedent to the vesting of such Vesting Tranche of this Award.

Upon the occurrence of a Forfeiture Condition, any then outstanding and unvested RSUs acquired by the Participant hereunder shall be automatically and immediately forfeited.

**2. Termination Prior to Vesting Date.** If a Participant's employment with the Company (or one of its subsidiaries as applicable) terminates by reason of death or Disability or the Participant is involuntarily terminated by the Company (or one of its subsidiaries as applicable) without "cause" prior to the vesting of any Vesting Tranche(s) and on or after the certification by the Board or the Compensation Committee that the performance goal or goals applicable to such Vesting Tranche(s) (as set by the Compensation Committee and set forth on Appendix A to this Agreement) have been met or exceeded (provided that such termination constitutes a separation from service within the meaning of Section 409A), all of the RSUs included in such Vesting Tranche(s) to the extent not otherwise vested shall become fully vested on the date of termination. For the avoidance of doubt this acceleration of vesting shall only apply with respect to RSUs not previously subject to a Forfeiture Condition. For purposes of this Award, "Disability" and "Disabled" mean disability within the meaning of Section 409A of the Code.

**3. Retirement.** Subject to the other provisions of this Agreement and the Plan, if the Participant Retires (or dies or becomes disabled at a time when the Participant had satisfied the age and years of service requirements specified in the definition of Retirement), then notwithstanding the terms of Section 1 of this Agreement, all unvested RSUs hereunder shall not be forfeited and the RSUs shall continue to be eligible to vest (and shall remain subject to Transfer Restrictions, as defined in Section 5 below, until so vested) as set forth in Section 1 of this Agreement (subject to the Forfeiture Condition set forth in clause (b) (iii) thereof). For the avoidance of doubt, this provision shall only apply with respect to RSUs not previously forfeited as a result of the occurrence of a Forfeiture Condition. For purposes of this Award, "Retire" and "Retirement" mean termination of the Participant's employment (other than a termination for cause) after attainment by the Participant of age fifty-five (55) and ten (10) years of continuous service with the Company and/or its subsidiaries, provided that such termination constitutes a separation from service within the meaning of Section 409A.

**4. Delivery of Award.**

- a. **Standard Vesting.** The Company shall issue to the Participant, subject to applicable withholding as discussed in Section 7 of this Agreement, one share of common stock par value \$.01 per share, of the Company ("Common Stock") in satisfaction of each vested RSU within 30 days following the date on which an RSU becomes vested pursuant to Section 1 or Section 2, subject, in case of a separation from service (within the meaning of Section 409A), to Section 4.b.
- b. **Specified Employees.** If a Participant is a "specified employee" (as defined in Section 409A), amounts payable hereunder that constitute deferred compensation subject to Section 409A (as determined by the Company in its sole discretion) and that would (but for this clause c.) be payable within six months following such Participant's separation from service, will be paid (i.e., through delivery of Common Stock shares) on the earlier of (i) the date which is six months and one day after the Participant separates from service (within the meaning of Section 409A) or (ii) the Participant's date of death. The preceding sentence will not apply to any payments that are exempt from or are not subject to the requirements of Section 409A.

**5. Nontransferability of Award.** The RSUs 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") or unless the Administrator approves the transfer of all or part of the Award in accordance with the Plan.

**6. No Voting or Other Rights as a Shareholder/Dividends.** Except as provided in this Section 6, the Award shall not be interpreted to bestow upon the Participant any equity interest or ownership in the Company or affiliates prior to the date on which the Company delivers to the Participant shares of Common Stock. The Participant is not entitled to vote any Common Stock by reason of the granting of these RSUs prior to the delivery of Common Stock shares with respect to such RSU. Notwithstanding the foregoing, dividend equivalent amounts will be credited to

the Participant's account with respect to the RSUs awarded to the Participant (whether such RSUs are vested or not), in an amount equivalent to the dividends paid by the Company on a corresponding number of shares of Common Stock (including without limitation amounts corresponding to a distribution of cash dividend or a distribution of Common Stock by reason of a stock dividend, stock split or otherwise, or a distribution of other securities with respect to a Common Stock share). Such dividend equivalent amounts credited to the Participant's account will vest and will be settled on the same schedule (and will be settled in shares of Common Stock) as the RSUs to which such dividends relate (without interest) and shall be subject to forfeiture risk for so long as the related RSU remains subject to such forfeiture risk and shall be automatically forfeited if and when the RSU is so forfeited. References in the Plan and this Agreement to the RSUs shall be deemed to refer, *mutatis mutandis*, to any such additional restricted amounts.

**7. Unfunded Status.** The obligations of the Company and its affiliates hereunder shall be contractual only and all such payments shall be made from the general assets of the Company or its affiliates. The Participant shall rely solely on the unsecured promise of the Company and nothing herein shall be construed to give the Participant or any other person or persons any right, title, interest or claim in or to any specific asset, fund, reserve, account or property of any kind whatsoever owned by the Company or any affiliate.

**8. Withholding and Certain Tax Matters.** The Participant shall pay to the Company, or make provision satisfactory to the Company for payment of any taxes required by law to be withheld with respect to the vesting of the RSUs (including, without limitation, any amount that it is treated as "wages" for FICA/FUTA or Medicare tax purposes on a current basis rather than when distributed). The Administrator may, in its sole discretion, require that a portion of the shares of Common Stock that would have otherwise been delivered to the Participant upon vesting of these RSUs be sold by the Participant or retained by the Company to satisfy tax withholding and payment obligations, or in the case of any taxes due upon vesting and prior to distribution that the number of shares subject to this Award may be reduced to satisfy the tax withholding and payment obligations (but, with respect to any amounts constituting deferred compensation subject to 409A, as determined by the Company in its sole discretion, not in excess of amounts permitted to be accelerated by Section 409A including Treasury Regulation Section 1.409A-3(j)(4)(vi)). Such shares shall be valued at the fair market value on the date of sale if sold, or vesting if retained. The Administrator may, in its sole discretion, require any other federal, state or local taxes imposed on the sale of the shares to be paid by the Participant. In the Administrator's discretion, such additional tax obligations may be paid in whole or in part in shares of Common Stock, including shares sold upon or retained from the vesting of these RSUs, valued at their fair market value on the date of sale if sold, or of vesting if retained. The Company and its affiliates may, to the extent permitted by law, deduct any tax obligations from any payment of any kind otherwise due to the Participant. The undersigned expressly acknowledges that the Award is intended to comply with Section 409A and shall be construed by the Administrator accordingly. Notwithstanding the preceding, neither the Company, nor any affiliate, nor the Administrator, nor any person acting on behalf of any of them, shall be liable to the Participant by reason of any acceleration of income, or any tax or additional tax, asserted (A) by reason of any failure of the Award or any portion thereof to satisfy the requirements for exemption from, or compliance with, Section 409A (B) by reason of Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"). All references to "Section 409A" herein shall be references to Section 409A of the Code, the Treasury Regulations promulgated thereunder and such other guidance as determined by the Company in its sole discretion.

**9. 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 date of the grant of this Award 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.

**10. 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.

**11. 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.

**12. 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) retains the right to terminate or modify the terms of the Participant's employment, subject to any rights retained by either party under the Participant's employment agreement, if Participant has an 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.

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

**DOMINO'S PIZZA, INC.**

Name: David A. Brandon

Title: Chairman and Chief Executive Officer

Appendix A

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<u>Vesting Date</u>	<u>Performance Period</u>	<u>Performance Goal</u>
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