To:

Domino's Pizza Group Plc (the **Buyer**)
Attn: Company Secretary
1 Thornbury West, Ashland
Milton Keynes, MK6 4BB
United Kingdom

From:

Pizza-Pizza ehf
reg. no. 480293-2669
(the **Company**)
Louholar 2-6
111 Reykjavik
Iceland

EYJA Fjarfestingafelag II ehf.
reg. no. 560115-0830
(**EYJA**)
Borgartun 27
105 Reykjavik
Iceland

Hogni Sigurdsson
ID no. 150165-5129
Laugarasvegur 14
104 Reykjavik
Iceland (**Hogni**)

Steinar Bragi Sigurosson
ID no. 161172-5969
Alfheimar 50
Reykjavik
Iceland (**Steinar**)

Birgir Orn Birgisson
ID no. 030272-4049
Gardatorg 4a
210 Gardabaer
Iceland (**BOB**) Hogni, EYJA, Steinar and BOB together being the **Sellers** and each a **Seller**

Birgir Thor Bieltvedt
ID no. 151267-5219
Skipper Clements Allé 8,
2300 Copenhagen,
Denmark (**BB**)

collectively, the **Parties** and each a **Party**.

14 December 2017

Dear Sirs,

Sale and Purchase of the Sale Shares (as defined below)

1. Subject to the satisfaction of the Condition (as defined below):

   (a) EYJA agrees to sell and transfer the full legal interest in such number of shares in the capital of the Company as set out against EYJA's name in column 2 of Schedule 1, being its entire holding in the Company (the **EYJA Sale Shares**);

   (b) Hogni agrees to sell and transfer the full legal interest in such number of shares in the capital of the Company as set out against Hogni's name in column 2 of Schedule 1, being his entire holding in the Company (the **Hogni Sale Shares**);

   (c) Steinar agrees to sell and transfer the full legal interest in such number of shares in the capital of the Company as set out against Steinar's name in column 2 of Schedule 1 (the **Steinar Sale Shares**); and

   (d) BOB agrees to sell and transfer the full legal interest in such number of shares in the capital of the Company as set out against BoB's name in column 2 of Schedule 1 (the **BoB Sale Shares**),

   and the Buyer agrees to purchase the EYJA Sale Shares, the Hogni Sale Shares, the Steinar Sale Shares and the BOB Sale Shares (together being the **Sale Shares**). The Sale Shares shall be sold free from all Encumbrances together with all rights attaching to them and shall be transferred to the Buyer in accordance with clause 4 below. For the purposes of this agreement, **Encumbrance** means: (a) any option, lien, mortgage, right of pre-emption, retention of title, charge (whether fixed or floating), pledge, security interest or other encumbrance of any kind; or (b) any analogous security interest under Icelandic law; or (c) any agreement to create any of the foregoing.

2. The purchase price payable by the Buyer to each of the Sellers for the Sale Shares shall be:

(a) in the case of the EYJA Sale Shares, the sum of €18,943,752.77 (the **EYJA Purchase Price**);

(b) in the case of the Hogni Sale Shares, the sum of €8,743,350.07 (the **Hogni Purchase Price**);

(c) in the case of the Steinar Sale Shares, the sum of €477,090.43 (the **Steinar Purchase Price**); and

(d) in the case of the BOB Sale Shares, the sum of €2,031,050.91 (the **BOB Purchase Price**),

which shall be payable in accordance with clause 4 below.

3. The sale and transfer of the Sale Shares shall be conditional upon the passing at a general meeting of the Buyer's shareholders of the resolution (**Resolution**) to approve, inter alia, the purchase contemplated by this Agreement and certain related matters (the **Condition**). The Buyer undertakes to use its reasonable endeavours to ensure that the Condition is satisfied as soon as possible after the date of this Agreement and in any event by no later than 31 January 2018 (the **Longstop Date**). In the event that the Condition is not satisfied by the Longstop Date, this Agreement shall lapse and cease to have effect and no Party shall have any claim against the others except for any accrued rights or liabilities of any Party in respect of damages for non-performance of any obligations under this Agreement requiring due performance prior to such lapse and cessation.

4. On the second business day (being a day when banks are open for business in both London and Reykjavik) following satisfaction of the Condition (the **Completion Date**):

  (a) the Buyer shall pay the EYJA Purchase Price, the Hogni Purchase Price, the Steinar Purchase Price and the BOB Purchase Price (together being the **Purchase Price**) in Euros into the Sellers' solicitors ISK bank account, (account no. 0133-26-370300 in the name of Juris slf) which shall be converted into ISK based on an ISK/Euro exchange rate as set out on xe.com as at 11th December 2017 (being 1 ISK:0.00811380 EUR),

  (b) Hogni shall:

    (i) transfer the Hogni Sale Shares held by him to the Buyer free and clear of any Encumbrances;

    (ii) notify the Company of the transfer of the Hogni Sale Shares to the Buyer, in accordance with Article 6 of the Company's articles of association, and deliver to the Buyer a certified copy of such notification, confirming the Company's receipt thereof; and

    (iii) procure that the Buyer is immediately entered on the share register of the Company as owner of the Hogni Sale Shares and provide a certified copy of the updated share register to the Buyer,

  (c) EYJA shall:

    (i) transfer the EYJA Sale Shares held by it to the Buyer free and clear of any Encumbrances;

(ii) notify the Company of the transfer of the EYJA Sale Shares to the Buyer, in accordance with Article 6 of the Company's articles of association, and deliver to the Buyer a certified copy of such notification, confirming the Company's receipt thereof; and

(iii) procure that the Buyer is immediately entered on the share register of the Company as owner of the EYJA Sale Shares and provide a certified copy of the updated share register to the Buyer, and

(d) Steinar shall:

(i) transfer the Steinar Sale Shares held by him to the Buyer free and clear of any Encumbrances;

(ii) notify the Company of the transfer of the Steinar Sale Shares to the Buyer, in accordance with Article 6 of the Company's articles of association, and deliver to the Buyer a certified copy of such notification, confirming the Company's receipt thereof; and

(iii) procure that the Buyer is immediately entered on the share register of the Company as owner of the Steinar Sale Shares and provide a certified copy of the updated share register to the Buyer,

(e) BOB shall:

(i) transfer the BOB Sale Shares held by him to the Buyer free and clear of any Encumbrances;

(ii) notify the Company of the transfer of the BOB Sale Shares to the Buyer, in accordance with Article 6 of the Company's articles of association, and deliver to the Buyer a certified copy of such notification, confirming the Company's receipt thereof; and

(iii) procure that the Buyer is immediately entered on the share register of the Company as owner of the BOB Sale Shares and provide a certified copy of the updated share register to the Buyer,

(f) immediately following the events in clauses 4(a), 4(b), 4(c), 4(d) and 4(e) above, the Sellers shall procure that the Sellers' solicitors (being Juris):

(i) on behalf of the Sellers shall deliver to the Buyer a copy of a receipt confirming payment of the Purchase Price; and

(ii) upon receipt of the Purchase Price, shall seek confirmation from the Central Bank of Iceland on behalf of the Buyer in accordance with Article 13 m(4) of the Icelandic Act No. 87/1992 on Foreign Exchange and only distribute such sum to the Sellers in respect of the purchase of the Sale Shares by the Buyer which meets the criteria for exemption from the capital control provisions of Iceland (i.e. the yellow ticket); and

(iii) upon receipt of the confirmation from the Central Bank of Iceland referred to in (ii) above, deliver a copy thereof to the Buyer.

5. Each of the Sellers represent and warrant to the Buyer that each of the following warranties (to the extent applicable) are true, accurate and not misleading as at the date hereof and such warranties shall be deemed to be repeated as at the Completion Date:

(a) in the case of EYJA only, EYJA is duly incorporated and validly existing under the laws of the jurisdictions in which it was incorporated and has the requisite power and authority to enter into and perform this agreement;

(b) this agreement and the performance by each Seller of its respective obligations hereunder, have been duly authorised by all necessary corporate action on the part of each Seller (as applicable), and this agreement, will, when executed, constitute valid and binding obligations of each Seller in accordance with its terms;

(c) the execution and performance by each Seller of this agreement or any other documents or instruments to be executed under it, do not and will not: (a) result in a breach of any provision of the memorandum or articles of association or (if applicable) any provision of any other constitutional document of EYJA or the Company; (b) result in any breach of any resolution adopted by the shareholders or board of directors of EYJA or the Company; (c) require any consent by the shareholders of EYJA or the shareholders of the Company, or any class of them, which has not been unconditionally and irrevocably obtained; or (d) result in a breach of any applicable law, order, judgment or decree of any court or governmental agency or of any agreement to which such Seller is a party or by which such Seller is bound;

(d) none of the Sellers have filed (or have had filed against it) any petition for their winding-up, are insolvent within the meaning of applicable laws, rules or regulations or similar requirements, and have not made any assignment in favour of their respective creditors, nor have any petition for receivership or any administration order (or equivalent actions under any applicable law) been presented in respect of the Sellers. None of the Sellers have initiated any proceedings with respect to a compromise or arrangement with their respective creditors or, as applicable, for the dissolution, liquidation or reorganisation of any of the Sellers. No receiver or administrative receiver or liquidator have been appointed in respect of the Sellers or any of its respective material assets;

(e) the Sale Shares constitute approximately 44.3% of the issued share capital of the Company, have been validly issued and are fully paid. The Sale Shares are not subject to any Encumbrance other than those stipulated in the Shareholder's Agreement (as defined in Clause 7) and no share certificates have been issued representing the Sale Shares; and

(f) the Company has in all aspects complied with the conditions set out in the exemptions from the Icelandic Act No. 87/1992 on Foreign Exchange, granted to the Company by the Central Bank of Iceland on 9 January 2014 and 16 August 2016.

6. Each of Steinar and BOB (each a **Minority Shareholder**) undertake to the Buyer not to exercise any of its redemption rights set out in Article 18 of the Act No. 138/1994 on Private Limited Companies. Any attempted exercise of such redemption rights by any Minority Shareholder or any assignee or transferee thereof shall be void and of no force or effect.

7. Each of Hogni, EYJA and BB undertake to the Buyer that, as at the date of this Agreement, he/ it does not own any ordinary shares in the capital of the Buyer and that he/it will not, and will procure that his/its respective associates will not, exercise his/its voting rights, in relation to the Resolution, in respect of any ordinary shares they may hold in the Buyer as at the date of the general meeting of the Buyer convened to pass the Resolution.

8. BOB undertakes to the Buyer that any divorce proceedings which he is a party to will be privately administered and will not be subject to the jurisdiction of any Icelandic District Court and/or by any means of a public administrative settlement.

9. Each of the Parties to this agreement (other than the Company and the Buyer) irrevocably waives all rights of pre-emption which he or it may have or any other rights or restrictions on transfer conferred on any such person in respect of the Sale Shares, that they may have under the shareholders' agreement relating to the Company, dated 8 June 2016 (as amended pursuant to a supplemental agreement dated 29 July 2016) as amended and restated on 28th April 2017 and made between, *inter alia*, the Parties (the **Shareholders' Agreement**), the Company's constitutional documents or otherwise.

10. Each of the Parties to this agreement further acknowledge that certain amendments will be required to be made to the Shareholders' Agreement to reflect the sale of the Sale Shares pursuant to this agreement. Accordingly, each of the Parties agree to act in good faith in negotiating promptly and by no later than 31 January 2018 the necessary amendments to the terms of the Shareholders' Agreement, which shall include, *inter alia*, (i) giving the Minority Shareholders certain of the consent rights referenced in Schedule 1 to the Shareholders Agreement which relate only to increases and decreases in their shareholding; and (ii) if requested by DPG, permitting the Company to issue up to five per cent (5%) of the share capital of the Company to the management of the Company (the **Management Share Issues**), such Management Share Issues to be made in such amounts and on such terms as the board of the Company may determine (including appropriate performance conditions and good leaver and bad leaver provisions).

11. This agreement may be executed in counterparts. All executed counterparts constitute one and the same document.

12. Any counterpart may take the form of an electronic copy and that counterpart: (a) will be treated as an original counterpart; (b) is sufficient evidence of the execution of the original; and (c) may be produced in evidence for all purposes in place of the original.

13. This agreement shall be executed as a deed on the date hereof.

14. This agreement and any non-contractual obligations in connection with it are governed in all respects, including as to validity, interpretation and effect, by the laws of Iceland, without giving effect to the conflicts of laws rules thereof.

IN WITNESS WHEREOF the Parties have executed this agreement the day and year first above written.

ROBIN CAGE. (print name))
for and on behalf of)
DOMINO'S PIZZA GROUP PLC)
in the presence of:)

Name of witness: ALEX PRESS

Signature of witness: ....

Address of witness: 1 THORNBURY, WEST ASHLAND, MILTON KEYNES MK6 4BB

Occupation of witness: SOLICITOR

SIGNED as a deed by)
______________ (print name))
for and on behalf of)
EYJA FJARFESTINGAFELAG II EHF)
in the presence of:

Name of witness: ....

Signature of witness: ....

Address of witness: ....

Occupation of witness: ....

SIGNED as a deed by)
HOGNI SIGURDSSON)
in the presence of:

Name of witness: ....

Signature of witness: ....

Address of witness: ....

Occupation of witness: ....

SIGNED as a deed by

_________________________ (print name))
for and on behalf of)
DOMINO'S PIZZA GROUP PLC)
in the presence of:

Name of witness: ....

Signature of witness: ....

Address of witness: ....

Occupation of witness: ....

SIGNED as a deed by)
BIRGIR BIELTVEDT (print name))
for and on behalf of)
EYJA FJARFESTINGAFELAG II EHF)
in the presence of:

Birgir Bieltvedt

Name of witness: JENS NARDE

Signature of witness: ....

Address of witness: SKIPPER CLEMENTS ALLE 7, 2300 S.

Occupation of witness: CEO

SIGNED as a deed by)
HOGNI SIGURDSSON)
in the presence of:

Name of witness: ....

Signature of witness: ....

Address of witness: ....

Occupation of witness: ....

_______________ (print name)
for and on behalf of
DOMINO'S PIZZA GROUP PLC
in the presence of:

Name of witness: ....

Signature of witness: ....

Address of witness: ....

Occupation of witness: ....

SIGNED as a deed by
_______________ (print name)
for and on behalf of
EYJA FJARFESTINGAFELAG II EHF
in the presence of:

Name of witness: ....

Signature of witness: ....

Address of witness: ....

Occupation of witness: ....

SIGNED as a deed by
HOGNI SIGURDSSON
in the presence of:

Name of witness: Ingibjörg Gunnarsdóttir

Signature of witness: Ingibjörg Gunnarsdóttir

Address of witness: Langholtsvegur 14, 104 R.

Occupation of witness: lawyer

SIGNED as a deed by)
STEINAR BRAGI SIGUROSSON) ______________________
in the presence of:

Name of witness: ....SNORRI JÓNSSON........

Signature of witness: ....Snorri Jónsson........

Address of witness: ....MELBÆR 5........

Occupation of witness: ....HR Manager........

SIGNED as a deed by)
BIRGIR ORN BIRGISSON) ______________________
in the presence of:

Name of witness: ....

Signature of witness: ....

Address of witness: ....

Occupation of witness: ....

SIGNED as a deed by)
______________________ (print name))
for and on behalf of)
PIZZA-PIZZA EHF) ______________________
in the presence of:

Name of witness:

....

Signature of witness:

....

Address of witness:

....

Occupation of witness:

....

SIGNED as a deed by)
STEINAR BRAGI SIGUROSSON) ______________________________
in the presence of:

Name of witness: ....

Signature of witness: ....

Address of witness: ....

Occupation of witness: ....

SIGNED as a deed by
BIRGIR ORN BIRGISSON) Birgir Ö Birgi
in the presence of:)

Name of witness: [illegible] Jonsdottir

Signature of witness: [illegible]

Address of witness: [illegible] 7

Occupation of witness: CFO

SIGNED as a deed by)
______________________________ (print name))
for and on behalf of)
PIZZA-PIZZA EHF) ______________________________
in the presence of:

Name of witness:

....

Signature of witness:

....

Address of witness:

....

Occupation of witness:

....

SIGNED as a deed by)
STEINAR BRAGI SIGUROSSON) ______________________
in the presence of:

Name of witness: ....

Signature of witness: ....

Address of witness: ....

Occupation of witness: ....

SIGNED as a deed by)
BIRGIR ORN BIRGISSON) ______________________
in the presence of:

Name of witness: ....

Signature of witness: ....

Address of witness: ....

Occupation of witness: ....

SIGNED as a deed by)
JANE FEARN ______________________ (print name))
for and on behalf of)
PIZZA-PIZZA EHF) ______________________
in the presence of:

Name of witness:

ALEX PRESS..

Signature of witness:

....

Address of witness: Domino's Pizza UK & Ireland Limited
1 Thornbury
West Ashland
Milton Keynes
MK6 4BB

Occupation of witness:

SOLICITOR..

SIGNED as a deed by
BIRGIR THOR BIELTVEDT
in the presence of:

) Birgir Bieltvedt
)

Name of witness: JENS [illegible]

Signature of witness: [illegible]

Address of witness: SKIPPER CLEMENTS ALLE 7, 2300 S.

Occupation of witness: CEO

Schedule 1

The Number of Sale Shares

1	2	3	4	5
Shareholder	**Number of Shares in the Company being purchased by the Buyer**	**% of Share Capital in the Company prior to completion of the SPA**	**% of Share Capital in the Company following the completion of the SPA**	**Purchase Price Payable to each Seller - to be paid in Euros at ISK/Euro exchange rate fixed as at 11th December 2017**
EYJA	1,538,640 (the **EYJA Sale Shares**)	27.79%	0%	ISK 2,334,757,175
Hogni	710,148 (the **Hogni Sale Shares**)	12.83%	0%	ISK 1,077,590,040
BOB	164,965 (the **BOB Sale Shares**)	6.98%	4.00%	ISK 250,320,554
Steinar	38,750 (the **Steinar Sale Shares**)	1.40%	0.7%	ISK 58,799,876
DPG	N/A	51%	95.3%	N/A
Total	2,452,503 **(the Sale Shares)**	**100%**	**100%**	**ISK 3,721,467,645**