

Kubiak Coffman & Fidel, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

September 10, 1992

Mr. Ronald D. Allen
Chief, Division of Reporting Compliance
U.S. DEPARTMENT OF LABOR
Pension and Welfare Benefits Administration
Washington, D.C. 20210

RE: Rio Grande Pizza, Inc.
Employer Identification Number: 85-0327954

Dear Mr. Allen:

Enclosed is a copy of your correspondence dated August 31, 1992 with regard to the above reference taxpayer. Also enclosed is a copy of page 1 and signature page of the Plan Document showing the date that the reference plan became subject to Part 1 of Title I of ERISA. Also enclosed is a copy of the statement submitted on behalf of the taxpayer regarding the alternate method of compliance for pension plans for selected employees. Please note that the statement was timely submitted within 120 days after the plan became subject to Part 1 of Title I of ERISA.

Please do not hesitate to contact me should you have any questions or desire further information.

Very truly yours,

KUBIAK COFFMAN & FIDEL, P.A.

John M. Coffman

JMC:eea
Enclosures
cc: Gary Eisenberg
Gordon Nelson

REPORT
SEP 16 1992
P5:31

U.S. Department of Labor

Pension and Welfare Benefits Administration
Washington, D.C. 20210



August 31, 1992

Rio Grande Pizza, Inc.
4623 Green NW
Albuquerque, New Mexico 87114

**Re: Alternative Method of Compliance for Pension Plans for
Selected Employees (DRC-TH# 92-0097)**

Employer Identification Number: 85-0327954
Date of Statement: None

Dear Plan Administrator:

This letter acknowledges receipt of your statement submitted on behalf of the subject pension plan(s) pursuant to the Department of Labor's (Department) Regulation 29 CFR Section 2520.104-23, "Alternative Method of Compliance for Pension Plans for Selected Employees" (commonly referred to as "top hat plans").

We are unable to determine if your statement was submitted timely --within 120 days after the plan(s) became subject to Part 1 of Title I of ERISA. Please submit the plan document or summary plan description showing the date that the referenced plan(s) became subject to Part 1 of Title I of ERISA within 30 days of the date of this letter. If you failed to file the statement timely you may not avail yourself of the relief afforded by the alternative method of compliance and, therefore, must comply with all applicable reporting and disclosure requirements under Part 1 of Title I of ERISA. You may, however, take advantage of the "grace period" program described below.

On April 20, 1992, the Department published a notice in the Federal Register (57 FR 14436) announcing an expanded program for assessing civil penalties under ERISA section 502(c)(2). In the same notice, the Department also announced that for a limited "grace period" period (March 23, 1992 until September 30, 1992) plan administrators who voluntarily file overdue annual reports in accordance with the conditions set forth in the notice will be assessed reduced penalties (copy of notice attached). On July 24, 1992, the Department published a notice in the Federal Register (57 FR 33019) clarifying its position with respect to unfunded/fully insured top hat pension plans (copy of notice attached).

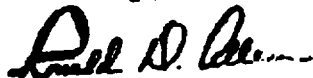
If you failed to file a Top Hat Statement within the 120 period you may wish to take advantage of the grace period program. In

order to apply for the reduced grace period penalty amounts, you must resubmit a statement that meets the alternative method of compliance along with a check for the appropriate penalty amount (\$1,000) to the Department before the end of the grace period. Please include the above DRC-TH# on your statement ensure proper identification of your case. Your check must be made Payable to the U.S. Department of Labor, and mailed along with your statement to the following address:

Pension and Welfare Benefits Administration
P.O. Box 75212
Washington, D.C. 20013-5212

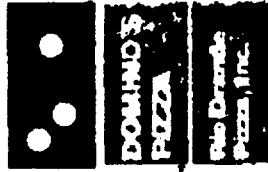
For further information concerning the assessment of civil penalties under Section 503(c)(3) of ERISA, refer to Department regulations 29 CFR Sections 3560.503c-2 and 2570.60 and subsequent sections. If you have any questions, you may contact Ms. Karen Lynn Bell at (202) 523-4006. This is not a toll free number.

Sincerely,



Ronald D. Allen
Chief, Division of Reporting Compliance

Attachments



IT'S TIME FOR DOMINO'S PIZZA.™

Top Hat Plan Exemption
Pension and Welfare Benefits
Administration
Room N-5044
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

Re: Pension Plan for Management Employees

Dear Sir or Madam:

Pursuant to the obligations set forth in Regulation Section 2520.104-23(b), the following information is provided with respect to Rio Grande Pizza, Inc.:

1. The employer's name is Rio Grande Pizza, Inc., and the employer's address is 4623 Green, N.W., Albuquerque, New Mexico 87114.

2. The employer's Identification Number is 85-032-7954; the employer maintains one plan primarily for the purpose of providing deferred compensation for a management employee. The plan covers only one employee.

If you have any questions with respect to the plan, please contact the undersigned.

Very truly yours,

Gordon Nelson, President

ON:CDE:bm

DEFERRED COMPENSATION AGREEMENT

This agreement is made effective January 1, 1992, by and between RIO GRANDE PIZZA, INC., a New Mexico corporation ("Rio Grande") and GORDON NELSON ("Nelson").

RECITALS:

A. Nelson has been a key employee of Rio Grande since its founding and is its president.

B. Rio Grande wishes to retain the services of Nelson until his retirement.

C. As additional compensation for his services, Rio Grande desires to provide to Nelson additional post retirement income via pre-retirement disability or death benefits.

Now, therefore, in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

1. Additional Compensation. Upon the occurrence of the earlier of: (a) Nelson's retirement on or after the date he attains the age of 55, (b) Nelson's death while employed by Rio Grande, or (c) Nelson's disability while employed by Rio Grande, Rio Grande shall pay Nelson or (in the case of death) his beneficiary, additional compensation in the amount and on the terms set forth in paragraph 2. Nelson may designate a beneficiary on a form delivered to Rio Grande. If no effective designation of a beneficiary is on file with Rio Grande, Nelson's beneficiary shall be his spouse or, if none, his estate.

For purposes of this paragraph 1 a "disability" shall exist if Rio Grande's Board of Directors determines on the basis of competent medical evidence supplied by a physician selected by the Board of Directors, that Nelson is disabled, mentally or physically, so as to be prevented from engaging in further employment with Rio Grande in his current capacity.

2. Amount and Terms of Payment of Additional Compensation. The amount of additional compensation payable to Nelson or (in the case of death) his beneficiary pursuant to paragraph 1 above is \$300,000 payable in 60 equal monthly installments of \$5,000 (less applicable state and federal withholding) beginning with the first payment due on the first day of the month next following the month of the event giving rise to payment of the additional compensation with each subsequent payment due on

the first day of each subsequent month thereafter until fully paid or sooner discharged as provided by paragraph 3 below. Prior to the payment of any benefits hereunder, Nelson may elect to be paid in a single sum. If such election is made, then the payment shall be due on the first day of the month next following the month of the event giving rise to payment.

3. Death Subsequent to Commencement of Additional Compensation. If Nelson dies while any amount due to him pursuant to paragraphs 1(a) or 1(c) remains unpaid, Rio Grande shall pay to Nelson's beneficiary at the times and to the extent provided above all such unpaid amounts. If Nelson's beneficiary dies while any amount provided to be paid to him or her pursuant to paragraph 1(b) or this paragraph 3 remains unpaid, then Rio Grande's obligation to make further payments under this Agreement shall terminate.

4. Acceleration. Notwithstanding paragraph 2 above, if Rio Grande (a) adopts or approves a plan of merger, consolidation or exchange with or into any entity of which not less than 80% of the outstanding voting securities is owned by any one or more of the existing shareholders of Rio Grande, (b) agrees to sell, exchange or otherwise dispose of all or substantially all of its assets, or (c) adopts or approves a plan of complete liquidation and dissolution while any amount provided to be paid to Nelson or his beneficiary under this agreement remains unpaid, the due dates of all such amounts shall accelerate and all unpaid amounts shall forthwith become immediately due and payable unless Nelson or his beneficiary shall have agreed in writing to defer this payment.

5. Nonassignment. The right of Nelson or his beneficiary to the payment of any amount(s) due under this agreement may not be assigned, transferred, pledged or encumbered.

6. No Employment Contract. Nothing contained herein shall be construed as conferring upon Nelson the right to continue in the employ of Rio Grande as an executive or in any other capacity.

7. Other Pension Benefits. Any payments payable under this agreement shall not be deemed salary or other compensation to Nelson for the purpose of computing benefits to which he may be entitled under a pension plan or other arrangement of Rio Grande for the benefit of its employees.

8. Binding Effect. This agreement shall be binding upon and inure to the benefit of Rio Grande, its successors and

assigns and Nelson, and his heirs, executors, administrators and legal representatives.

9. Applicable Law. This agreement shall be construed in accordance with and governed by the laws of the State of New Mexico.

10. Entire Agreement. This agreement constitutes the complete and entire agreement between the parties with respect to the subject matter it addresses and may not be modified or amended except in writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on this 27 day of March, 1992.

RIO GRANDE PIZZA, INC., a New Mexico corporation

Gordon Nelson
Gordon Nelson

By Gordon Nelson
Gordon Nelson, President