
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The
Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): June 10, 2003

DOMINO'S, INC.

(Exact name of Registrant as specified in charter)

DELAWARE
(State or other jurisdiction
of incorporation)

333-74797
(Commission
File Number)

38-3025165
(I.R.S. Employer
Identification No.)

30 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48106
(Address of Principal Executive Offices) (Zip Code)

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

Item 5. Other Events.

As announced in a press release dated June 10, 2003, which is attached hereto as Exhibit 99.1, Domino's, Inc., a Delaware corporation (the "Company"), has fixed the tender offer consideration and the total purchase price to be paid for its 10³/₈% Senior Subordinated Notes due January 15, 2009 (the "Notes") validly tendered and accepted for purchase, subject to the terms and conditions set forth in the Offer to Purchase and Consent Solicitation Statement dated May 28, 2003, which has been previously filed as Exhibit 99.2 to the Company's Current Report on Form 8-K filed on May 29, 2003 (the "Offer to Purchase"). Also announced in a separate press release dated June 10, 2003, which is attached hereto as Exhibit 99.2, the Company has received consents from noteholders representing in excess of a majority in principal amount of its outstanding Notes and the consent condition relating to the pending tender offer for all of the outstanding Notes has been satisfied.

Following receipt of the consents described above, the Company, certain of its subsidiaries and The Bank of New York, as trustee, executed the Second Supplemental Indenture, which is attached hereto as Exhibit 4.5, to the Indenture governing the Notes dated December 21, 1998, as amended, between the Company, the Guarantors (as defined therein) and The Bank of New York, as successor trustee to IBJ Schroder Bank & Trust Company, providing for the amendments to the Indenture described in the Offer to Purchase.

Item 7. Financial Statements and Exhibits

Exhibit 4.5	Second Supplemental Indenture dated as of June 10, 2003
Exhibit 99.1	Press Release dated June 10, 2003
Exhibit 99.2	Press Release dated June 10, 2003

SIGNATURES

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

DOMINO'S, INC.

/s/ Harry J. Silverman

Name: Harry J. Silverman

Title: Chief Financial Officer

Date: June 10, 2003

Second Supplemental Indenture

THIS SECOND SUPPLEMENTAL INDENTURE dated as of June 10, 2003, between Domino's, Inc., a Delaware corporation (the "Company"), the Guarantors (as defined in the Indenture referred to herein) and The Bank of New York, as successor trustee under the Indenture referred to below (the "Trustee").

WHEREAS, the Company and certain of the Guarantors have heretofore executed and delivered to the Trustee an indenture dated as of December 21, 1998 (as such indenture has been supplemented and amended to date, the "Existing Indenture", and the Existing Indenture, as it may from time to time be supplemented or amended by one or more additional indentures supplemental thereto entered into pursuant to the applicable provisions thereof, being hereinafter called the "Indenture"), providing for the issuance of an aggregate principal amount of up to \$400.0 million of 10³/₈% Senior Subordinated Notes due 2009 (the "Notes");

WHEREAS, the Company and certain of the Guarantors have heretofore executed and delivered to the Trustee a supplemental indenture dated as of June 7, 2000 providing for the unconditional guarantee all of the Company's Obligations under the Notes and the Indenture on the terms and conditions set forth therein;

WHEREAS, the Company and the Guarantors propose to amend the Existing Indenture (the "Proposed Amendments"), which Proposed Amendments must be approved with the written consent of the Holders of a majority of the aggregate principal amount of the outstanding Notes;

WHEREAS, the Company has solicited the consent of the Holders of the Notes pursuant to the Offer to Purchase and Consent Solicitation Statement dated May 28, 2003, as amended, supplemented or modified (the "Consent Solicitation Statement"), to the Proposed Amendments to the Indenture upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to Section 9.02 of the Indenture, the Company and the Guarantors may amend or supplement the Indenture as contemplated hereby provided that the Holders of at least a majority in aggregate principal amount of Notes then outstanding have consented;

WHEREAS, the Company has received and delivered to the Trustee the consent of the Holders of a majority in aggregate principal amount of the Notes to the Proposed Amendments;

WHEREAS, each of the Company and each Guarantor has been authorized by a resolution of its respective board of directors to enter into this Second Supplemental Indenture;

WHEREAS, all other acts and proceedings required by law, by the Existing Indenture and by the certificate of incorporation and by-laws of the Company and the Guarantors to make this Second Supplemental Indenture a valid and binding agreement for the purposes expressed herein, in accordance with its terms, have been duly done and performed;

WHEREAS, pursuant to Section 9.06, the Trustee is authorized to execute and deliver this Second Supplemental Indenture;

WHEREAS, following the execution of this Second Supplemental Indenture, the terms hereof will become operative (the "Operative Date") upon the acceptance for purchase by the Company of Notes validly tendered in the Offer to Purchase contemplated by the Consent Solicitation Statement (the "Tender Offer Condition"); and

WHEREAS, the terms of this Second Supplemental Indenture shall be null and void if the Tender Offer Condition does not occur.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH:

That, for and in consideration of the premises herein contained and in order to effect the proposed amendments contained in the Consent Solicitation Statement, pursuant to Sections 9.02 and 9.06 of the Existing Indenture, the Company and the Guarantors agree with the Trustee as follows:

ARTICLE 1
Amendment of Existing Indenture

Section 1.01 *Amendment of Existing Indenture*. Effective as of the Operative Date, this Second Supplemental Indenture amends the Existing Indenture as provided for herein. The Company, the Guarantors and the Trustee acknowledge and agree that no amendment or waiver of the provisions described in Section 9.02 of the Existing Indenture as requiring the consent of each affected Holder has been made hereby. If the Operative Date does not occur on or prior to the date that is 210 days following the date of this Second Supplemental Indenture, then the terms of this Second Supplemental Indenture shall be null and void and the Existing Indenture shall continue in full force and effect without any modification hereby.

Section 1.02 *Amendment of Section 1.01*. Pursuant to Section 9.02 of the Existing Indenture, Section 1.01 of the Existing Indenture is hereby amended by deleting in their entirety the definitions of "Acquired Debt," "Asset Acquisition," "Consolidated Cash Flow," "Consolidated Net Income," "Consulting Agreement," "Cumulative Preferred Stock," "Designated Noncash Consideration," "Designated Preferred Stock," "Fixed Charges," "Fixed Charge Coverage Ratio," "Four-Quarter Period," "Marketable Securities," "Permitted Business," "Permitted Investments," "Permitted Liens,"

“Permitted Refinancing Indebtedness,” “Pro Forma Cost Savings,” “Restricted Investment,” “Total Assets,” “Transactions,” and “Weighted Average Life to Maturity” contained in the Existing Indenture.

Section 1.03 *Amendment of Section 1.02*. Pursuant to Section 9.02 of the Existing Indenture, Section 1.02 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 1.02. Other Definitions.

<u>Term</u>	<u>Defined in Section</u>
“Acceleration Notice”	6.02
“Authentication Order”	2.02
“Covenant Defeasance”	8.03
“Event of Default”	6.01
“Legal Defeasance”	8.02
“Paying Agent”	2.03
“Payment Blockage Notice”	10.03
“Payment Default”	6.01
“Redemption Date”	3.07
“Registrar”	2.03

Section 1.04 *Amendment of Section 2.04*. Pursuant to Section 9.02 of the Existing Indenture, Section 2.04 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 2.04. [INTENTIONALLY OMITTED].

Section 1.05 *Amendment of Section 3.09*. Pursuant to Section 9.02 of the Existing Indenture, Section 3.09 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 3.09. [INTENTIONALLY OMITTED].

Section 1.06 *Amendment of Section 4.03*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.03 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.03. [INTENTIONALLY OMITTED].

Section 1.07 *Amendment of Section 4.04*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.04 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.04. [INTENTIONALLY OMITTED].

Section 1.08 *Amendment of Section 4.05*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.05 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.05. [INTENTIONALLY OMITTED].

Section 1.09 *Amendment of Section 4.06*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.06 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.06. [INTENTIONALLY OMITTED].

Section 1.10 *Amendment of Section 4.07*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.07 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.07. [INTENTIONALLY OMITTED].

Section 1.11 *Amendment of Section 4.08*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.08 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.08. [INTENTIONALLY OMITTED].

Section 1.12 *Amendment of Section 4.09*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.09 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.09. [INTENTIONALLY OMITTED].

Section 1.13 *Amendment of Section 4.10*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.10 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.10. [INTENTIONALLY OMITTED].

Section 1.14 *Amendment of Section 4.11*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.11 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.11. [INTENTIONALLY OMITTED].

Section 1.15 *Amendment of Section 4.12*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.12 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.12. [INTENTIONALLY OMITTED].

Section 1.16 *Amendment of Section 4.13*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.13 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.13. [INTENTIONALLY OMITTED].

Section 1.17 *Amendment of Section 4.14*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.14 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.14. [INTENTIONALLY OMITTED].

Section 1.18 *Amendment of Section 4.15*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.15 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.15. [INTENTIONALLY OMITTED].

Section 1.19 *Amendment of Section 4.16*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.16 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.16. [INTENTIONALLY OMITTED].

Section 1.20 *Amendment of Section 4.17*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.17 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.17. [INTENTIONALLY OMITTED].

Section 1.21 *Amendment of Section 4.18*. Pursuant to Section 9.02 of the Existing Indenture, Section 4.18 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 4.18. [INTENTIONALLY OMITTED].

Section 1.22 *Amendment of Section 5.01*. Pursuant to Section 9.02 of the Existing Indenture, Section 5.01 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 5.01. [INTENTIONALLY OMITTED].

Section 1.23 *Amendment of Section 5.02*. Pursuant to Section 9.02 of the Existing Indenture, Section 5.02 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 5.02. [INTENTIONALLY OMITTED].

Section 1.24 *Amendment of Section 6.01*. Pursuant to Section 9.02 of the Existing Indenture, Section 6.01 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 6.01. Events of Default

Each of the following is an Event of Default:

- (i) default for 30 days in the payment when due of interest on, or Liquidated Damages with respect to, the Notes, whether or not prohibited by Article 10 hereof;
- (ii) default in payment when due of the principal of or premium, if any, on the Notes, whether or not prohibited by Article 10 hereof;
- (iii) [INTENTIONALLY OMITTED];
- (iv) [INTENTIONALLY OMITTED];
- (v) [INTENTIONALLY OMITTED];
- (vi) the Company or any of its Significant Restricted Subsidiaries or any group of Subsidiaries that, taken as a whole, would constitute a Significant Restricted Subsidiary pursuant to or within the meaning of Bankruptcy Law:
 - (A) commences a voluntary case;
 - (B) consents to the entry of an order for relief against it in an involuntary case;
 - (C) consents to the appointment of a custodian of it or for all or substantially all of its property
 - (D) makes a general assignment for the benefit of its creditors; or
 - (E) generally is not paying its debts as they become due; or
- (vii) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:
 - (A) is for relief against the Company or any of its Significant Restricted Subsidiaries or any group of Subsidiaries that, taken as a whole, would constitute a Significant Restricted Subsidiary in an involuntary case;
 - (B) appoints a custodian of the Company or any of its Significant Restricted Subsidiaries or any group of Subsidiaries that, taken as a whole, would constitute a Significant Restricted Subsidiary or for all or substantially all of the

property of the Company or any of its Significant Restricted Subsidiaries or any group of Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary; or

(C) orders the liquidation of the Company or any of its Significant Restricted Subsidiaries or any group of Subsidiaries that, taken as a whole, would constitute a Significant Restricted Subsidiary;

and the order or decree remains unstayed and in effect for 60 consecutive days.

(viii) [INTENTIONALLY OMITTED].

Section 1.25 *Amendment of Section 8.04*. Pursuant to Section 9.02 of the Existing Indenture, Section 8.04 of the Existing Indenture is hereby amended and restated in its entirety to read as follows:

Section 8.04. Conditions to Legal or Covenant Defeasance.

The following shall be the conditions to the application of either Section 8.02 or 8.03 hereof to the outstanding Notes:

In order to exercise either Legal Defeasance or Covenant Defeasance:

- (a) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, cash in United States dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest and Liquidated Damages, if any on the outstanding Notes on the stated maturity or on the applicable redemption date, as the case may be and the Company must specify whether the Notes are being defeased to maturity or to a particular redemption date;
- (b) [INTENTIONALLY OMITTED];
- (c) [INTENTIONALLY OMITTED];
- (d) [INTENTIONALLY OMITTED];
- (e) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under the Senior Credit Facilities or any other material agreement or instrument (other than this Indenture) to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound;
- (f) [INTENTIONALLY OMITTED];

(g) [INTENTIONALLY OMITTED];

(h) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

ARTICLE 2

The Trustee

Section 2.01. *Privileges and Immunities of Trustee.* The Trustee accepts the amendment of the Indenture effected by this Second Supplemental Indenture but only upon the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended. The Trustee shall not be responsible for the adequacy or sufficiency of the Second Supplemental Indenture, for the due execution thereof by the Company and the Guarantors or for the recitals contained herein, which are the Company's and the Guarantors' responsibilities.

ARTICLE 3

Miscellaneous Provisions

Section 3.01. *Instruments to be Read Together.* This Second Supplemental Indenture is an indenture supplemental to and in implementation of the Existing Indenture, and said Existing Indenture and this Second Supplemental Indenture shall henceforth be read together.

Section 3.02. *Confirmation.* The Existing Indenture as amended and supplemented by this Second Supplemental Indenture is in all respects confirmed and preserved.

Section 3.03. *Terms Defined.* Capitalized terms used herein without definition shall have the meanings assigned to them in the Existing Indenture.

Section 3.04. *Counterparts.* This Second Supplemental Indenture may be signed in any number of counterparts each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 3.05. *Effect of Headings.* The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.06. *Effectiveness.* The provisions of this Second Supplemental Indenture will take effect immediately upon execution thereof by the parties hereto and will become operative on the Operative Date of this Second Supplemental Indenture. If the Tender Offer Condition does not occur, the terms of this Second Supplemental Indenture shall be null and void.

Section 3.07. *Governing Law.* The internal law of the State of New York shall govern and be used to construe this Second Supplemental Indenture without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. This Second Supplemental Indenture is subject to the provisions of the Trust Indenture Act that are required to be part of the Indenture and shall, to the extent applicable, be governed by such provisions.

Domino's, Inc.

By: /s/ Joseph P. Donovan

Name: Joseph P. Donovan

Title: Treasurer

Domino's Franchise Holding Co.

By: /s/ Joseph P. Donovan

Name: Joseph P. Donovan

Title: Treasurer

Domino's Pizza International

Payroll Services, Inc.

By: /s/ Harry J. Silverman / /s/ Joseph P. Donovan

Name: Harry J. Silverman / Joseph P. Donovan

Title: Vice President / Treasurer

Domino's Pizza International, Inc.

By: /s/ Harry J. Silverman

Name: Harry J. Silverman

Title: Vice President

Domino's Pizza-Government

Services Division, Inc.

By: /s/ J. Robert Gates

Name: J. Robert Gates

Title: President

Domino's Pizza L.L.C.

By: /s/ Joseph P. Donovan
Name: Joseph P. Donovan
Title: Treasurer

Domino's Pizza PMC, Inc.

By: /s/ Joseph P. Donovan
Name: Joseph P. Donovan
Title: Treasurer

**The Bank of New York,
as Trustee**

By: /s/ Eric A. Lindahl
Name: Eric A. Lindahl
Title: Agent

**Domino's, Inc. Sets Purchase Price in Tender Offer
for 10³/₈% Senior Subordinated Notes Due 2009**

ANN ARBOR, Michigan – June 10, 2003 – Domino's, Inc. announced today the tender offer consideration and the total purchase price to be paid for its outstanding 10³/₈% Senior Subordinated Notes due 2009 (the "Notes") that are validly tendered in the tender offer described in the Offer to Purchase and Consent Solicitation Statement dated May 28, 2003 and the related Consent and Letter of Transmittal (collectively, the "Tender Offer Documents"). The tender offer is subject to the terms and conditions set forth in the Tender Offer Documents, and is scheduled to expire at 5:00 p.m., New York City time, on Tuesday, June 24, 2003, unless extended.

The total purchase price to be paid for each validly tendered Note was determined using the yield of the 3% U.S. Treasury Note due January 31, 2004 (the reference U.S. Treasury Note) plus a fixed spread of 75 basis points. The yield on the reference U.S. Treasury Note, as calculated by J.P. Morgan Securities Inc., at 2:00 p.m., New York City time, on Tuesday, June 10, 2003, was 0.98%. Accordingly, the tender offer yield and the total purchase price per \$1,000 principal amount of Notes, are 1.73% and \$1,098.95, respectively. The tender offer consideration, which is payable to holders of Notes in respect of Notes tendered after 5:00 p.m., New York City time, on June 10, 2003, the consent payment deadline, is equal to the total purchase price less the consent payment of \$20.00, or \$1,078.95 per \$1,000 principal amount of Notes. Payment of the total purchase price or tender offer consideration, as applicable, for validly tendered Notes plus accrued but unpaid interest thereon to, but not including, the date of payment, is expected to be made on Wednesday, June 25, 2003.

Requests for Tender Offer Documents or questions concerning the procedures for tendering Notes may be directed to MacKenzie Partners, Inc., as information agent for the tender offer, at 105 Madison Avenue, New York, New York 10016. The information agent may be telephoned toll-free at (800) 322-2885 or at (212) 929-5500. The Dealer Manager for the tender offer is J.P. Morgan Securities Inc. Questions regarding the tender offer and consent solicitation may be directed to the Dealer Manager, Attention: Spencer Alstodt, at 270 Park Avenue, New York, New York 10017, telephone number (212) 270-1100.

About Domino's:

Founded in 1960, Domino's Pizza operates a network of 7,253 company-owned and franchised stores in the United States and more than 50 countries, and is the recognized leader in pizza delivery. Domino's Pizza was named "*Chain of the Year*" for 2003 by Pizza Today magazine, the leading publication of the pizza industry. Domino's website, containing information in English and Spanish, can be found at www.dominos.com.

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Domino's Contacts:

Lynn Little, Executive V.P., Communications & Investor Relations, (734) 930-3008
Tim McIntyre, V.P., Corporate Communications, (734) 930-3563

SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995:

Certain statements contained in this release are forward-looking and involve risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Among these risks and uncertainties are competitive factors, increases in our operating costs, ability to retain our key personnel, our substantial leverage, ability to implement our growth and cost-saving strategies, industry trends and general economic conditions, adequacy of insurance coverage and other factors, all of which are described in our most recent annual report on Form 10-K, quarterly reports on Form 10-Q and other filings made with the Securities and Exchange Commission. We do not undertake to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

**Domino's, Inc. Announces Satisfaction of Consent Condition
in Tender Offer for 10^{3/8}% Senior Subordinated Notes Due 2009**

ANN ARBOR, Michigan – June 10, 2003 – Domino's, Inc. announced today that it has received consents from noteholders representing in excess of a majority in principal amount of its outstanding 10^{3/8}% Senior Subordinated Notes due 2009 (the "Notes") and that the consent condition related to the pending tender offer for all of the outstanding Notes has been satisfied. Following receipt of the consents described above, Domino's, Inc., certain of its subsidiaries and The Bank of New York, as trustee, executed the second supplemental indenture to the indenture governing the Notes providing for the amendments to the indenture described in the Offer to Purchase and Consent Solicitation Statement dated May 28, 2003 and the related Consent and Letter of Transmittal (collectively, the "Tender Offer Documents"). These amendments will become operative on the date that Domino's accepts for purchase Notes that are validly tendered in the tender offer. As of 5:00 p.m., New York City time, on June 10, 2003, 97% of the outstanding principal amount of the Notes have been tendered.

Requests for Tender Offer Documents or questions concerning the procedures for tendering Notes may be directed to MacKenzie Partners, Inc., as information agent for the tender offer, at 105 Madison Avenue, New York, New York 10016. The information agent may be telephoned toll-free at (800) 322-2885 or at (212) 929-5500. The Dealer Manager for the tender offer is J.P. Morgan Securities Inc. Questions regarding the tender offer and consent solicitation may be directed to the Dealer Manager, Attention: Spencer Alstodt, at 270 Park Avenue, New York, New York 10017, telephone number (212) 270-1100.

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Domino's Contacts:

Lynn Liddle, Executive V.P., Communications & Investor Relations, (734) 930-3008
Tim McIntyre, V.P., Corporate Communications, (734) 930-3563

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Certain statements contained in this release are forward-looking and involve risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Among these risks and uncertainties are competitive factors, increases in our operating costs, ability to retain our key personnel, our substantial leverage, ability to implement our growth and cost-saving strategies, industry trends and general economic conditions, adequacy of insurance coverage and other factors, all of which are described in our most recent annual report on Form 10-K, quarterly reports on Form 10-Q and other filings made with the Securities and Exchange Commission. We do not undertake to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.