

SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q/A

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 10, 2000

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

For the transition period from: _____ to _____

Commission file number: 333-74797

Domino's, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

38-3025165
(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)

Indicate by check mark whether registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

The number of shares outstanding of the registrant's common stock as of October 16, 2000 was 10 shares.

PART II. OTHER INFORMATION

Item 6. Exhibits and Reports on Form 8-K

a. Exhibits

Exhibit Number	Description
10.3	Third Amendment, dated as of July 17, 2000, to Credit Agreement, dated as of December 21, 1998, as amended.

b. Current Reports on Form 8-K

There were no reports filed on Form 8-K during the quarter ended September 10, 2000.

SIGNATURES

Pursuant to the requirements of the Securities and 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, INC.
(Registrant)

Date: October 26, 2000

/s/ Harry J. Silverman

Chief Financial Officer

THIRD AMENDMENT

THIRD AMENDMENT TO CREDIT AGREEMENT (this "Amendment"), dated as of July 17, 2000, among DOMINO'S, INC. ("Company"), BLUEFENCE, INC. ("Subsidiary Borrower" and, together with Company, each, a "Borrower" and, collectively, "Borrowers"), TISM, INC. ("Holdings"), J.P. MORGAN SECURITIES INC., as arranger (in such capacity, "Arranger"), THE FINANCIAL INSTITUTIONS party to the Credit Agreement referred to below (each individually referred to therein as a "Lender" and collectively as "Lenders"), MORGAN GUARANTY TRUST COMPANY OF NEW YORK ("Morgan Guaranty"), as administrative agent for Lenders (in such capacity, "Administrative Agent"), NBD BANK ("NBD Bank"), as syndication agent (in such capacity, "Syndication Agent"), and COMERICA BANK ("COMERICA"), as documentation agent (in such capacity, "Documentation Agent"). All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement (as defined below).

W I T N E S S E T H

WHEREAS, Borrowers, Holdings, the Arranger, Lenders, the Administrative Agent, the Syndication Agent and the Documentation Agent are party to a Credit Agreement, dated as of December 21, 1998 (as amended, the "Credit Agreement");

WHEREAS, the parties hereto wish to amend the Credit Agreement as herein provided; and

WHEREAS, subject to the terms and conditions of this Amendment, the parties hereto agree as follows;

NOW, THEREFORE, it is agreed:

1. Subsection 1.1 of the Credit Agreement is hereby amended by inserting the phrase "and repurchases or redemptions of the Senior Subordinated Notes made during such period pursuant to clause (xviii) of Subsection 7.5" at the end of the parenthetical appearing in clause (ii)(a) of the definition of "Consolidated Excess Cash Flow".

2. Subsection 1.1 of the Credit Agreement is hereby further amended by inserting the following proviso at the end of the definition of "Excess Proceeds Amount":

", provided that the aggregate amount, if any, added to the Excess Proceeds Amount pursuant to clause (i)(a) shall be reduced by the aggregate amount paid to repurchase or redeem Senior Subordinated Notes pursuant to clause (xviii) of Subsection 7.5"

3. Subsection 7.5 of the Credit Agreement is hereby amended by (i) deleting the word "and" appearing immediately before clause (xvii), and (ii) inserting at the end of clause (xvii) the following new clause (xviii):

"and (xviii) so long as no Potential Event of Default or Event of Default is then in existence or would result therefrom, Holdings may repurchase or redeem Senior Subordinated Notes, provided that (i) the aggregate amount paid in respect of such repurchase and redemption does not exceed \$30,000,000, (ii) the Leverage Ratio shall be no greater than 4.87:1.00 at the time of such repurchase or redemption and (iii) the Senior Subordinated Notes shall be permanently retired and delivered to the Trustee under the Senior Subordinated Notes Indenture for cancellation;"

4. In order to induce the Lenders to enter into this Amendment, each Borrower hereby represents and warrants that (i) no Potential Event of Default or Event of Default exists as of the Amendment Effective Date (as defined below), both before and after giving effect to this Amendment and (ii) on the Amendment Effective Date, both before and after giving effect to this Amendment, all representations and warranties contained in the Credit Agreement and in the other Loan Documents are true and correct in all material respects.

5. The Borrowers hereby covenant and agree to pay each Lender which executes and delivers to the Administrative Agent a counterpart hereof by 5:00 P.M. (New York time) on July 17, 2000, a cash fee in an amount equal to 5 basis points (0.05%) of an amount equal to the sum of the outstanding Term Loans of such Lender and the Revolving Loan Commitment of such Lender, in each case as in effect on the Amendment Effective Date. All fees pursuant to this Section 5 are due and payable on the Amendment Effective Date and shall be paid by the Borrowers to the Administrative Agent for distribution to the Lenders.

6. This Amendment shall become effective on the date (the "Amendment Effective Date") when (i) each Borrower and the Requisite Lenders shall have signed a counterpart hereof (whether the same or different counterparts) and shall have delivered (including by way of facsimile transmission) the same to the Administrative Agent at its notice address and (ii) the amendment fees payable pursuant to Section 5 shall have been paid.

7. This Amendment is limited as specified and shall not constitute a modification, acceptance or waiver of any other provision of the Credit Agreement or any other Loan Document.

8. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A complete set of counterparts shall be lodged with each Borrower and the Administrative Agent.

9. THIS Amendment AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

* * *

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IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date hereof.

TISM, INC.

By /s/ Harry J. Silverman

Title: CFO

DOMINO'S, INC.

By /s/ Harry J. Silverman

Title: CFO

BLUEFENCE, INC.

By /s/ Harry J. Silverman

Title: CFO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
individually and as Administrative Agent

By /s/

Title:

COMERICA BANK, individually and as
Documentation Agent

By /s/

Title:

NBD BANK, individually and as Syndication
Agent

By /s/

Title:

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THE BANK OF NOVA SCOTIA

By /s/

Title:

CREDIT LYONNAIS NEW YORK BRANCH

By /s/

Title:

MICHIGAN NATIONAL BANK

By /s/

Title:

COMPAGNIE FINANCIERE de CIC et de l'UNION
EUROPEENNE

By /s/

Title:

CITY NATIONAL BANK

By /s/

Title:

KZH CNC LLC

By /s/

Title:

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KZH ING - 1 LLC

By /s/

Title:

KZH ING - 2 LLC

By /s/

Title:

KZH ING - 3 LLC

By /s/

Title:

ARCHIMEDES FUNDING, L.L.C.,

By: ING Capital Advisors LLC, as Collateral
Manager

By /s/

Title:

ARCHIMEDES FUNDING II, LTD.

By: ING Capital Advisors LLC, as Collateral
Manager

By /s/

Title:

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ARCHIMEDES FUNDING III, LTD.

By: ING Capital Advisors LLC, as Collateral
Manager

By /s/

Title:

ARES III CLO, LTD.

By: ARES CLO Management L.L.C., as
Investment Manager

By /s/

Title:

SENIOR DEBT PORTFOLIO

By: Boston Management and Research
as Investment Advisor

By /s/

Title:

EATON VANCE SENIOR INCOME TRUST

By: Eaton Vance Management as Investment
Advisor

By /s/

Title:

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EATON VANCE INSTITUTIONAL LOAN FUND

By: Eaton Vance Management as Investment
Advisor

By /s/

Title:

OXFORD STRATEGIC INCOME FUND

By: Eaton Vance Management as Investment
Advisor

By /s/

Title:

VAN KAMPEN PRIME RATE INCOME TRUST

By: Van Kampen Investment Advisory Corp.

By /s/

Title:

VAN KAMPEN SENIOR FLOATING RATE FUND

By: Van Kampen Investment Advisory Corp.

By /s/

Title:

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VAN KAMPEN SENIOR INCOME FUND

By: Van Kampen Investment Advisory Corp.

By /s/

Title:

INDOSUEZ CAPITAL FUNDING IIA, LIMITED

By: Indosuez Capital as Portfolio Advisor

By /s/

Title:

INDOSUEZ CAPITAL FUNDING IV, L.P.

By: Indosuez Capital as Portfolio Advisor

By /s/

Title:

THE BANK OF NEW YORK

By /s/

Title:

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CREDIT AGRICOLE INDOSUEZ

By /s/

Title:

MERRILL LYNCH SENIOR FLOATING RATE FUND, INC.

By /s/

Title:

MERRILL LYNCH SENIOR FLOATING RATE FUND II,
INC.

By /s/

Title:

SENIOR HIGH INCOME PORTFOLIO, INC.

By /s/

Title:

LONGHORN CDO (CAYMAN) LTD.

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By: Merrill Lynch Asset Management, L.P. as
Investment Advisor

By /s/

Title:

DEBT STRATEGIES FUND II, INC.

By /s/

Title:

DEBT STRATEGIES FUND III, INC.

By /s/

Title:

ELC (CAYMAN) LTD. 2000-I

By /s/

Title:

FIRST UNION NATIONAL BANK

By /s/

Title:

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FRANKLIN CLO I, LIMITED

By /s/

Title:

THE FUJI BANK, LIMITED

By /s/

Title:

FLEET NATIONAL BANK

By /s/

Title:

LEHMAN COMMERCIAL PAPER INC.

By /s/

Title:

FLEET NATIONAL BANK
AS TRUST ADMINISTRATOR FOR
LONG LANE MASTER TRUST IV

By /s/

Title:

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NATIONAL CITY BANK

By /s/

Title:

NUVEEN SENIOR INCOME FUND

By /s/

Title:

SEQUILS-ING I (HBDGM) LTD.

By: ING Capital Advisors LLC, as Collateral
Manager

By /s/

Title:

TORONTO-DOMINION (NEW YORK), INC.

By /s/

Title:

J H WHITNEY MARKET VALUE FUND, L.P.

By /s/

Title: