
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): March 9, 2006

Domino's Pizza, Inc.

Domino's, Inc.

(Exact name of registrants as specified in its charter)

Commission file numbers:

333-114442

333-107774

Delaware

Delaware

(State or other jurisdiction of
incorporation or organization)

38-2511577

38-3025165

(I.R.S. Employer
Identification Numbers)

30 Frank Lloyd Wright Drive

Ann Arbor, Michigan 48106

(Address of principal executive offices)

(734) 930-3030

(Registrants' telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrants 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 1.01. Entry into a Material Definitive Agreement

On March 9, 2006, Domino’s, Inc. entered into a material definitive agreement, the parties to which and the material terms and conditions of which are incorporated herein by reference to exhibit 1.01 filed herewith.

On March 10, 2006, Domino’s Pizza, Inc. entered into a material definitive agreement, the parties to which and the material terms and conditions of which are incorporated herein by reference to exhibit 1.02 filed herewith.

Item 9.01. Financial Statements and Exhibits

(c) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
1.01	6 th Amendment to Credit Agreement, dated as of March 9, 2006, by and among Domino’s, Inc., Domino’s Pizza, Inc., various subsidiaries of Domino’s, Inc., J.P. Morgan Securities Inc. and JPMorgan Chase Bank, N.A.
1.02	Stock Repurchase Agreement, dated as of March 10, 2006, by and among Domino’s Pizza, Inc., and certain shareholders, including investment funds associated with Bain Capital, LLC.
99.1	Press Release, dated March 13, 2006.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrants have duly caused this report to be signed on their behalf by the undersigned thereunto duly authorized.

DOMINO'S PIZZA, INC.
DOMINO'S, INC.
(Registrants)

Date: March 13, 2006

/s/ L. David Mounts

Name: L. David Mounts

Title: Chief Financial Officer and Executive Vice President

SIXTH AMENDMENT TO CREDIT AGREEMENT

SIXTH AMENDMENT TO CREDIT AGREEMENT (this "Sixth Amendment"), dated as of March 9, 2006, among DOMINO'S, INC., a Delaware corporation ("Borrower"), DOMINO'S PIZZA, INC., a Delaware corporation (successor by merger to TISM, Inc.) ("Holdings"), various Subsidiaries of Borrower, the lenders from time to time party to the Credit Agreement referred to below (each a "Lender" and collectively, "Lenders"), J.P. MORGAN SECURITIES INC. ("JPMSI"), as sole lead arranger and book runner, and JPMORGAN CHASE BANK, N.A. (formerly known as JPMorgan Chase Bank), as administrative agent for Lenders (in such capacity, "Administrative Agent"). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Credit Agreement referred to below.

W I T N E S S E T H :

WHEREAS, Borrower, Holdings, JPMSI, Citigroup Global Markets, Inc., Lenders, Administrative Agent, Syndication Agent and Documentation Agent are parties to a Credit Agreement, dated as of July 29, 2002 and amended and restated as of June 25, 2003 (as so amended and restated and as the same has been further amended through, but not including, the date hereof, the "Credit Agreement"); and

WHEREAS, subject to the terms and conditions of this Sixth Amendment, the Lenders wish to amend the Credit Agreement as herein provided;

NOW, THEREFORE, it is agreed:

I. Amendments to Credit Agreement.

1. The definition of "2005 Term Loan Commitment" appearing in subsection 1.1 of the Credit Agreement is hereby amended by inserting the text "on the Fifth Amendment Effective Date" immediately following the text "to Borrower" appearing in said definition.

2. Subsection 1.1 of the Credit Agreement is hereby amended by inserting in appropriate alphabetical order the following new definitions:

"Additional 2005 Term Loan Commitment" means the commitment of a Lender to make Additional 2005 Term Loans to Borrower on the Sixth Amendment Effective Date pursuant to subsection 2.1A(i)(V), and "Additional 2005 Term Loan Commitments" means such commitments of all Lenders in the aggregate.

"Sixth Amendment" means the Sixth Amendment to Credit Agreement, dated as of March 9, 2006.

"Sixth Amendment Arranger" means JPMSI, in its capacity as sole lead arranger and book runner pursuant to the Sixth Amendment.

“Sixth Amendment Effective Date” has the meaning assigned to that term in the Sixth Amendment.

“Sixth Amendment Mortgage Amendments” has the meaning assigned to that term in subsection 6.17.

3. Subsection 2.1A(i)(V) of the Credit Agreement is hereby amended by deleting said subsection in its entirety and inserting the following new subsection 2.1A(i)(V) in lieu thereof:

“(V) 2005 Term Loans. (x) Each Consenting New 2004 Term Lender severally agrees to convert (the “New 2004 Term Loan Conversion”), on the Fifth Amendment Effective Date, all New 2004 Term Loans of such Consenting New 2004 Term Lender outstanding on the Fifth Amendment Effective Date (immediately prior to giving effect thereto) into new term loans hereunder (each such term loan, a “Converted 2005 Term Loan” and, collectively, “Converted 2005 Term Loans”) and (y) (A) each Lender with a 2005 Term Loan Commitment severally agrees to make, on the Fifth Amendment Effective Date, a term loan or term loans in an initial principal amount equal to such Lender’s 2005 Term Loan Commitment (each, together with any term loan made pursuant to succeeding clause (B), an “Additional 2005 Term Loan” and, collectively, “Additional 2005 Term Loans” and, together with the Converted 2005 Term Loans, “2005 Term Loans”) to Borrower and (B) each Lender with an Additional 2005 Term Loan Commitment severally agrees to make, on the Sixth Amendment Effective Date, a term loan or term loans in an initial principal amount equal to such Lender’s Additional 2005 Term Loan Commitment to Borrower, in each case to be used for the purposes identified in subsection 2.5H. The amount of each Lender’s 2005 Term Loan Commitment and Converted 2005 Term Loans (if any), in each case as of the Fifth Amendment Effective Date, is set forth opposite its name on Schedule 2.1 annexed hereto and the aggregate amount of (x) Additional 2005 Term Loans and (y) Converted 2005 Term Loans, in each case outstanding on the Fifth Amendment Effective Date, is \$458,012,821.00. The amount of each Lender’s Additional 2005 Term Loan Commitment as of the Sixth Amendment Effective Date is set forth opposite its name on Schedule I to the Sixth Amendment. The 2005 Term Loan Commitments of Lenders on the Fifth Amendment Effective Date shall be adjusted to give effect to any assignments of the 2005 Term Loan Commitments pursuant to subsection 10.1B. Each Lender’s 2005 Term Loan Commitment shall expire immediately and without further action on December 1, 2005 if Additional 2005 Term Loans are not made on or before that date. Each Lender’s Additional 2005 Term Loan Commitment provided on the Sixth Amendment Effective Date shall expire in its entirety without further action on the Sixth Amendment Effective Date (immediately after giving effect to the making of Additional 2005 Term Loans on such date). Borrower may make only (x) one borrowing on the Fifth Amendment Effective Date under the 2005 Term Loan Commitments and (y) one borrowing on the Sixth Amendment Effective Date under the Additional 2005 Term Loan Commitments. Amounts borrowed under this subsection 2.1A(i)(V) or amounts borrowed as New 2004 Term Loans under subsection 2.1(A)(i)(IV) and continued as 2005 Term Loans pursuant to this subsection 2.1(A)(i)(V) and subsequently repaid or prepaid may not be reborrowed.”.

4. Subsection 2.1C of the Credit Agreement is hereby amended by deleting the first paragraph of said subsection in its entirety and inserting the following new paragraph in lieu thereof:

“Additional 2005 Term Loans and Revolving Loans under this Agreement shall be made by Lenders simultaneously and proportionately to their respective Pro Rata Shares (or, (x) in the case of Additional 2005 Term Loans made available on the Fifth Amendment Effective Date, pro rata based upon their respective 2005 Term Loan Commitments as in effect on the Fifth Amendment Effective Date (before giving effect to the making of Additional 2005 Term Loans on such date) and (y) in the case of Additional 2005 Term Loans made available on the Sixth Amendment Effective Date, pro rata based upon their respective Additional 2005 Term Loan Commitments as in effect on the Sixth Amendment Effective Date (before giving effect to the making of Additional 2005 Term Loans on such date)), it being understood that no Lender shall be responsible for any default by any other Lender in that other Lender’s obligation to make a Loan requested hereunder nor shall the Commitment of any Lender to make the particular type of Loan requested be increased or decreased as a result of a default by any other Lender in that other Lender’s obligation to make a Loan requested hereunder. Promptly after receipt by Administrative Agent of a Notice of Borrowing pursuant to subsection 2.1B (or telephonic notice in lieu thereof), Administrative Agent shall notify each Lender or Swing Line Lender, as the case may be, of the proposed borrowing. Each Lender shall make the amount of its Loan available to Administrative Agent not later than 1:00 P.M. (New York City time) on the applicable Funding Date, and Swing Line Lender shall make the amount of its Swing Line Loan available to Administrative Agent not later than 2:00 P.M. (New York City time) on the applicable Funding Date (or, (x) in the case of Additional 2005 Term Loans made available on the Fifth Amendment Effective Date, each Lender with a 2005 Term Loan Commitment on such date will make the amount of its 2005 Term Loan Commitment available to Administrative Agent not later than 1:00 P.M. (New York City time) on the Fifth Amendment Effective Date and (y) in the case of Additional 2005 Term Loans made available on the Sixth Amendment Effective Date, each Lender with an Additional 2005 Term Loan Commitment on such date will make the amount of its Additional 2005 Term Loan Commitment available to Administrative Agent not later than 1:00 P.M. (New York City time) on the Sixth Amendment Effective Date), in each case in same day funds in Dollars, at the Funding and Payment Office. Except as provided in subsection 2.1A(iii) or subsection 3.3B with respect to Revolving Loans used to repay Refunded Swing Line Loans or to reimburse any Issuing Lender for the amount of a drawing under a Letter of Credit issued by it, upon satisfaction or waiver of the conditions precedent specified in subsection 4.1 (in the case of Loans made on the Restatement Effective Date), Part II, Section 5 of the First Amendment (in the case of New Term Loans), Part III, Section 5 of the Second Amendment (in the case of 2004 Term Loans), Part II, Section 5 of the Third Amendment (in the case of New 2004 Term Loans made available on the Third Amendment Effective Date), Part II, Section 5 of the Fifth Amendment (in the case of 2005 Term Loans made available on the Fifth Amendment Effective Date), Part II, Section 5 of the Sixth Amendment (in the case of Additional 2005 Term Loans made available on the Sixth Amendment Effective Date) and subsection 4.2 (in the case of all Loans), Administrative Agent shall make the

proceeds of such Loans available to Borrower on the applicable Funding Date by causing an amount of same day funds in Dollars equal to the proceeds of all such Loans received by Administrative Agent from Lenders or Swing Line Lender, as the case may be, to be credited to the account(s) of Borrower at the Funding and Payment Office.”.

5. Subsection 2.2B(x) of the Credit Agreement is hereby amended by (i) inserting the text “on the Fifth Amendment Effective Date” immediately preceding the text “pursuant to subsection 2.1A(i)(V)” appearing in said subsection, (ii) inserting the text “made on the Fifth Amendment Effective Date” immediately following the text “(C) Additional 2005 Term Loans” appearing in said subsection and (iii) inserting the text “on the Fifth Amendment Effective Date” immediately following the text “all Lenders with outstanding 2005 Term Loans” appearing in said subsection.

6. Subsection 2.2B of the Credit Agreement is hereby further amended by (i) deleting the word “and” appearing at the end of clause (ix) of said subsection, (ii) deleting the period appearing at the end of clause (x) of said subsection and inserting the text “; and” in lieu thereof and (iii) inserting the following new clause (xi) immediately following clause (x) of said subsection:

“(xi) in connection with the Sixth Amendment and the incurrence of Additional 2005 Term Loans pursuant to subsection 2.1A(i)(V) on the Sixth Amendment Effective Date, (A) Additional 2005 Term Loans made on the Sixth Amendment Effective Date shall be initially incurred pursuant to a single borrowing of Eurodollar Rate Loans which shall be added to (and thereafter be deemed to constitute a part of) each then outstanding borrowing of 2005 Term Loans on a pro rata basis (based on the relative sizes of such then outstanding borrowings of 2005 Term Loans) and (B) Administrative Agent shall (and is hereby authorized to) take all appropriate actions to ensure that all Lenders with outstanding 2005 Term Loans (after giving effect to the Sixth Amendment Effective Date and the incurrence of Additional 2005 Term Loans pursuant to subsection 2.1A(i)(V) on such date) participate in each borrowing of 2005 Term Loans on a pro rata basis (based upon the sum of such Lender’s (x) Additional 2005 Term Loan Commitment as in effect on the Sixth Amendment Effective Date (prior to the making of Additional 2005 Term Loans on such date) and (y) 2005 Term Loans outstanding immediately prior to the Sixth Amendment Effective Date (and prior to the making of Additional 2005 Term Loans on such date)).”.

7. Subsection 2.4A of the Credit Agreement is hereby amended by deleting said subsection in its entirety and inserting the following new subsection 2.4A in lieu thereof:

“A. Scheduled Payments of 2005 Term Loans. Borrower shall make principal payments on the 2005 Term Loans in installments on the dates and in the amounts set forth below:

<u>DATE</u>	<u>SCHEDULED REPAYMENT OF 2005 TERM LOANS</u>
March 31, 2007	\$ 1,337,595
June 30, 2007	\$ 1,337,595
September 30, 2007	\$ 1,337,595
December 31, 2007	\$ 1,337,595
March 31, 2008	\$ 1,337,595
June 30, 2008	\$ 1,337,595
September 30, 2008	\$ 1,337,595
December 31, 2008	\$ 1,337,595
March 31, 2009	\$ 1,337,595
June 30, 2009	\$ 1,337,595
September 30, 2009	\$ 1,337,595
December 31, 2009	\$ 1,337,595
March 31, 2010	\$ 253,480,840
June 25, 2010	\$ 253,480,841

; provided that the scheduled installments of principal of the 2005 Term Loans set forth above shall be reduced in connection with any voluntary or mandatory prepayments of the 2005 Term Loans in accordance with subsection 2.4B(iv); and provided further, that the 2005 Term Loans and all other amounts owed hereunder with respect to the 2005 Term Loans shall be paid in full no later than June 25, 2010 and the final installment payable by Borrower in respect of the 2005 Term Loans on such date shall be in an amount, if such amount is different from that specified above, sufficient to repay all amounts owing by Borrower under this Agreement with respect to the 2005 Term Loans.”.

8. Subsection 2.4B(iii) of the Credit Agreement is hereby amended by inserting the following new subsection 2.4B(iii)(i) immediately following subsection 2.4B(iii)(h) appearing in said subsection:

“(i) Special Prepayments of 2005 Term Loans. In the event that Holdings does not utilize at least \$100,000,000 of Cash in the aggregate to make repurchases of capital stock of Holdings during the period from the Sixth Amendment Effective Date through (and including) June 30, 2006, then Borrower shall repay 2005 Term Loans in an aggregate amount equal to the remainder of (x) \$100,000,000 minus the aggregate amount of Cash actually utilized by Holdings during such period to repurchase its capital stock.

9. Subsection 2.4B(iv)(b) of the Credit Agreement is hereby amended by inserting the text “or (i)” immediately following the text “subsections 2.4B(iii)(a)-(e)” appearing in said subsection.

10. Subsection 2.5 of the Credit Agreement is hereby amended by deleting said subsection in its entirety and inserting the following new subsection 2.5H in lieu thereof:

“H. Additional 2005 Term Loans. The Additional 2005 Term Loans incurred on (x) the Fifth Amendment Effective Date shall be used on the Fifth Amendment Effective Date to solely repay outstanding New 2004 Term Loans of Non-Consenting New 2004 Term Lenders (if any) and (y) the Sixth Amendment Effective Date shall be used by Borrower solely to make Restricted Junior Payments to Holdings to enable Holdings to make repurchases of capital stock of Holdings pursuant to, and in accordance with the requirements of, subsection 7.5, in any such case on or prior to June 30, 2006.”.

11. Section 6 of the Credit Agreement is hereby amended by inserting the following new subsection 6.17 at the end of said Section:

“6.17 Sixth Amendment Mortgage Amendments. Within 60 days following the Sixth Amendment Effective Date (unless otherwise agreed by the Collateral Agent), Borrower shall have delivered to the Collateral Agent, or caused to be delivered to the Collateral Agent, fully executed counterparts of amendments (the “Sixth Amendment Mortgage Amendments”), in form and substance reasonably satisfactory to the Administrative Agent, to each of the Mortgages covering a Mortgaged Property, together with evidence that counterparts of each of the Sixth Amendment Mortgage Amendments have been delivered to the title company insuring the Lien on the Mortgages for recording in all places to the extent necessary or desirable, in the judgment of the Collateral Agent, effectively to maintain a valid and enforceable first priority mortgage lien on the Mortgaged Properties in favor of the Collateral Agent for the benefit of the Secured Creditors securing all of the Obligations (including the Additional 2005 Term Loans incurred on the Sixth Amendment Effective Date).”

12. Subsection 7.5 of the Credit Agreement is hereby amended by (i) deleting the text “\$35,000,000” appearing in subsection 7.5(xvi) and inserting the text “\$40,000,000” in lieu thereof, (ii) deleting the word “and” appearing at the end of subsection 7.5(xvii), (iii) deleting the period appearing at the end of subsection 7.5(xviii) and inserting the text “; and” in lieu thereof and (iv) inserting the following new subsection 7.5(xix) immediately following subsection 7.5(xviii):

“(xix) so long as no Potential Event of Default or Event of Default then exists or would result therefrom, at any time on or prior to June 30, 2006, provided that Borrower shall have utilized the full amount of (x) the baskets provided for in subsection 7.5(viii) for the then current Fiscal Year (including, to the extent available, the basket provided in the proviso to said subsection) and (y) the basket provided for in subsection 7.5(xviii), in each case to make Restricted Junior Payments to Holdings for the purposes set forth in said subsections, Borrower may make additional Restricted Junior Payments to Holdings to the extent required for Holdings to, and Holdings may make repurchases of capital stock of Holdings in an aggregate amount not to exceed \$46,000,000.”.

13. Subsection 7.6B of the Credit Agreement is hereby amended by deleting each instance of the text “4.75x” appearing in the table in said subsection and inserting the text “4.50x” in lieu thereof.

14. Subsection 7.6C of the Credit Agreement is hereby amended by (i) deleting each instance of the text “2.75x” appearing in the table in said subsection and inserting the text “3.00x” in lieu thereof, (ii) deleting each instance of the text “2.50x” appearing in the table in said subsection and inserting the text “2.75x” in lieu thereof and (iii) deleting the first two instances of the text “2.25x” appearing in the table in said subsection and inserting the text “2.50x” in lieu thereof.

15. Subsection 9.1A of the Credit Agreement is hereby amended by (i) deleting the text “(v)” appearing in the first sentence of said subsection and inserting the text “(u)” in lieu thereof, (ii) deleting the text “(w)” appearing in the first sentence of said subsection and inserting the text “(v)” in lieu thereof, (iii) deleting the text “(x)” appearing in the first sentence of said subsection and inserting the text “(w)” in lieu thereof, (iv) deleting the text “(y)” appearing in the first sentence of said subsection and inserting the text “(x)” in lieu thereof, (v) deleting the text “and (z)” appearing in the first sentence of said subsection and inserting the text “, (y)” in lieu thereof, (vi) inserting the text “and (z) JPMSI is hereby appointed Sixth Amendment Arranger hereunder as of the Sixth Amendment Effective Date” immediately following the text “Fifth Amendment Effective Date” appearing in clause (y) of the first sentence of said subsection (as modified pursuant to preceding subclause (v)), (vii) deleting the text “Initial Arrangers, First Amendment Arranger, Second Amendment Arranger, Third Amendment Arranger and Fifth Amendment Arranger” appearing in the first sentence of said subsection and inserting the text “Initial Arrangers, First Amendment Arranger, Second Amendment Arranger, Third Amendment Arranger, Fifth Amendment Arranger and Sixth Amendment Arranger” in lieu thereof and (viii) inserting the sentence “Concurrently with the occurrence of the Sixth Amendment Effective Date, all obligations of JPMSI, in its capacity as Sixth Amendment Arranger hereunder, shall terminate.” immediately prior to the last sentence appearing in said subsection.

16. Schedule I attached hereto is incorporated by reference herein.

II. Miscellaneous Provisions.

1. In order to induce Lenders to enter into this Sixth Amendment, each of Borrower and Holdings hereby represents and warrants that (i) no Potential Event of Default or Event of Default exists as of the Sixth Amendment Effective Date both immediately before and immediately after giving effect thereto and to the incurrence of Additional 2005 Term Loans on such date and (ii) all of the representations and warranties contained in the Credit Agreement and in the other Loan Documents are true and correct in all material respects on the Sixth Amendment Effective Date immediately before and immediately after giving effect thereto and to the incurrence of Additional 2005 Term Loans on such date, with the same effect as though such representations and warranties had been made on and as of the Sixth Amendment Effective Date (it being understood that any representation or warranty made as of a specific date shall be true and correct in all material respects as of such specific date).

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

3. This Sixth 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 Borrower and Administrative Agent.

4. THIS SIXTH AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

5. This Sixth Amendment shall become effective on the date (the "Sixth Amendment Effective Date") when each of the following conditions shall have been satisfied (it being understood that the condition set forth in clause (iv) below may be satisfied concurrently with the occurrence of the Sixth Amendment Effective Date):

(i) Borrower, Holdings, each other Loan Party, Lenders constituting the Requisite Lenders (determined prior to giving effect to this Sixth Amendment) and each Lender with an Additional 2005 Term Loan Commitment listed on Schedule I hereto shall have signed a counterpart hereof (whether the same or different counterparts) and shall have delivered (including by way of facsimile or other electronic transmission) the same to White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036 Attention: May Yip (facsimile number 212-354-8113 / email address: myip@whitecase.com);

(ii) there shall have been delivered to Administrative Agent for the account of each Lender with an Additional 2005 Term Loan Commitment which has requested same, an appropriate 2005 Term Note executed by Borrower in each case in the amount, maturity and otherwise as provided in the Credit Agreement;

(iii) there shall have been delivered to Administrative Agent copies of resolutions of the Board of Directors of each Loan Party approving and authorizing the execution, delivery and performance of this Sixth Amendment and the Loan Documents as amended by this Sixth Amendment, certified as of the Sixth Amendment Effective Date by the corporate secretary or an assistant secretary of such Loan Party as being in full force and effect without modification or amendment;

(iv) Administrative Agent shall have received all information and copies of all certificates, documents and papers, including good standing certificates, bring-down certificates and any other records of company proceedings and governmental approvals, if any, which Administrative Agent reasonably may have requested in connection with this Sixth Amendment and the transactions contemplated herein, such documents and papers, where appropriate, to be certified by proper company or governmental authorities;

(v) Administrative Agent shall have received from Borrower an officer's certificate executed by the president, vice president, secretary or treasurer of the U.S. Borrower certifying which provisions of each Senior Subordinated Note Indenture that the incurrence of Additional 2005 Term Loans to be incurred on the Sixth Amendment Effective Date will be justified under and demonstrating in reasonable detail that the full amount of such Additional 2005 Term Loans may be incurred in accordance with, and will not violate the provisions of, any Senior Subordinated Note Indenture;

(vi) Administrative Agent shall have received a solvency certificate from the acting chief financial officer of Borrower in the form of Exhibit XIV to the Credit Agreement, except that such certificate shall be dated the Sixth Amendment Effective Date and shall be modified (to the satisfaction of Administrative Agent) to provide that such certificate is being provided after giving effect to the incurrence of the Additional 2005 Term Loans incurred on the Sixth Amendment Effective Date; and

(vii) Administrative Agent shall have received from counsel to the Loan Parties reasonably satisfactory to the Administrative Agent an opinion or opinions addressed to Administrative Agent and each of the Lenders and dated the Sixth Amendment Effective Date in form and substance satisfactory to Administrative Agent and covering such matters incident to this Sixth Amendment and the transactions contemplated herein as Administrative Agent may reasonably request.

6. By executing and delivering a copy hereof, each Loan Party hereby agrees that all Obligations of the Loan Parties (including, without limitation, the Additional 2005 Term Loans incurred on the Sixth Amendment Effective Date) are fully guaranteed pursuant to the Holdings Guaranty and the Subsidiaries Guaranty in accordance with the terms and provisions thereof and are fully secured pursuant to the Collateral Documents.

7. From and after the Sixth Amendment Effective Date, all references in the Credit Agreement and each of the other Loan Documents to the Credit Agreement shall be deemed to be references to the Credit Agreement as modified hereby.

* * *

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Sixth Amendment as of the date first above written.

DOMINO'S PIZZA, INC.

By: /s/ Joseph P. Donovan
Name: Joseph P. Donovan
Title: Vice President and Treasurer

DOMINO'S, INC.

By: /s/ Joseph P. Donovan
Name: Joseph P. Donovan
Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A. (formerly
known as JPMorgan Chase Bank), individually
and as Administrative Agent

By: /s/ Teri Streusand
Name: Teri Streusand
Title: Vice President

SIGNATURE PAGE TO THE SIXTH AMENDMENT TO
CREDIT AGREEMENT, DATED AS OF MARCH 9, 2006,
AMONG DOMINO'S, INC., DOMINO'S PIZZA, INC., J.P.
MORGAN SECURITIES INC., AS SOLE LEAD ARRANGER
AND BOOK RUNNER, THE LENDERS PARTY HERETO
AND JPMORGAN CHASE BANK, N.A., AS
ADMINISTRATIVE AGENT FOR THE LENDERS

NAME OF INSTITUTION:

By: _____
Name: _____
Title: _____

Each of the undersigned, each being a Subsidiary Guarantor under, and as defined in, the Credit Agreement referenced in the foregoing Sixth Amendment, hereby consents to the entering into of the Sixth Amendment and agrees to the provisions thereof (including, without limitation, Part II, Section 6 thereof).

DOMINO'S PIZZA LLC
DOMINO'S PIZZA INTERNATIONAL
PAYROLL SERVICES, INC.
DOMINO'S PIZZA PMC, INC.

By: /s/ Joseph P. Donovan
Name: Joseph P. Donovan
Title: Vice President and Treasurer

DOMINO'S PIZZA INTERNATIONAL, INC.

By: /s/ Michael T. Lawton
Name: Michael T. Lawton
Title: Vice President

Additional 2005 Term Loan Commitments

<u>Lender</u>	<u>Additional 2005 Term Loan Commitment</u>
JPMorgan Chase Bank, N.A.	\$ 100,000,000.00
Total:	\$ 100,000,000

STOCK REPURCHASE AGREEMENT

This Stock Repurchase Agreement (this "Agreement") is made as of the 10th day of March, 2006, by and among Domino's Pizza, Inc., a Delaware corporation (the "Company"), Bain Capital Fund VI, L.P., a Delaware limited partnership ("Fund VI"), Bain Capital VI Coinvestment Fund, L.P., a Delaware limited partnership ("Coinvest"), BCIP Associates II, a Delaware general partnership ("BCIP II"), BCIP Trust Associates II, a Delaware general partnership ("BCIP Trust II"), BCIP Associates II-B, a Delaware general partnership ("BCIP II-B"), BCIP Trust Associates II-B, a Delaware general partnership ("BCIP Trust II-B"), BCIP Associates II-C, a Delaware general partnership ("BCIP II-C"), BCIP Repurchased Holdings ("BCIP RH"), BCIP Trust Repurchased Holdings ("BCIP Trust RH"), PEP Investment PTY Ltd., a New South Wales limited company ("PEP"), Sankaty High Yield Assets Partners, L.P., a Delaware limited partnership ("Sankaty"), Brookside Capital Partners Fund, L.P., a Delaware limited partnership ("Brookside"), Combined Jewish Philanthropies of Greater Boston, Inc. ("CJP"), The Edgerley Family Foundation ("EFF"), The Tyler Charitable Foundation ("TCF"), Fidelity Charitable Gift Fund ("Fidelity"), Corporation of the President of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (the "Church" and together with Fund VI, Coinvest, BCIP II, BCIP Trust II, BCIP II-B, BCIP Trust II-B, BCIP II-C, BCIP RH, BCIP Trust RH, PEP, Sankaty, Brookside, CJP, EFF, TCF and Fidelity, collectively, the "Sellers").

WHEREAS, each of the Sellers owns the number of shares of common stock, par value \$.01 per share (the "Common Stock") set forth opposite such Seller's name on Schedule I hereto;

WHEREAS, each Seller wishes to transfer to the Company, and the Company wishes to repurchase from each Seller the number of shares of Common Stock (the "Shares") set forth opposite such Seller's name on Schedule II hereto, on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for good and valuable consideration, the parties hereto agree as follows:

1. Purchase and Sale of Shares

(a) At the Closing, and subject to the terms and conditions hereof, the Sellers will transfer to the Company, and the Company will repurchase from the Sellers, all of the Shares. In connection with such transfer, each Seller will deliver the stock certificates evidencing the Shares to be sold by such Seller to the Transfer Agent (as provided in Section 2(a), below). In exchange for the transfer of the Shares, the Company will pay each Seller the amount set forth opposite such Seller's name on Schedule II (the "Repurchase Consideration"); representing a per Share price of twenty-five dollars and seventy-eight cents (\$25.78) which is equal to ninety-nine percent (99%) of the average closing price of the Company's Common Stock on the New York Stock Exchange for the five trading day period beginning March 3, 2006 and ending March 9, 2006 provided; however, that in no event shall the aggregate amount paid to the Sellers for the Shares exceed one hundred forty-five million dollars (\$145,000,000.00).

(b) The closing of the purchase and sale of the Shares (the "Closing") shall take place on March 10, 2006 at the offices of Ropes & Gray LLP, One International Place, Boston, Massachusetts 02110, or at such other time or place as the parties shall mutually agree.

2. Deliveries at Closing.

(a) Each Seller shall transfer or cause to be transferred to the American Stock Transfer and Trust Company (the "Transfer Agent") on behalf of the Company the stock certificates representing the Shares, duly endorsed in blank for transfer (or together with a stock power duly endorsed in blank for such stock certificate) and accompanied by a medallion signature guarantee.

(b) The Company shall deliver or cause to be delivered to each Seller: (i) the Repurchase Consideration by check or wire transfer to an account designated by such Seller, and (ii) a copy, certified by the corporate secretary of the Company, of the Board resolution of the Company approving this Agreement and the repurchase of the Shares.

3. Company Representations. In repurchasing the Shares, the Company acknowledges, represents and warrants to the Sellers that:

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. The Company has full and adequate right, power, capacity and authority to enter into, execute, deliver and perform this Agreement.

(b) This Agreement has been duly authorized by the Company, acting through a committee of the Board of Directors of the Company established for the purpose of reviewing the transactions contemplated by this Agreement and comprised solely of the Company's independent directors, has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(c) The Company has not engaged any investment banker, broker, or finder in connection with the repurchase of the Shares hereunder and no broker's or similar fee is payable by the Company or any of its affiliates in connection with the repurchase of the Shares hereunder.

(d) The repurchase of the Shares by the Company will not conflict with, result in a breach or violation of, or constitute a default under, any law applicable to the Company or the charter documents of the Company or the terms of any indenture or other agreement or instrument to which the Company is a party or bound, or any judgment, order or decree applicable to the Company of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over the Company.

(e) No consent, approval, authorization or order of any court or governmental agency or body is required for the consummation by the Company of the repurchase of the Shares hereunder.

(f) Except for the express representations and warranties contained in this Agreement, neither the Seller, nor any of its affiliates, attorneys, accountants and financial and other advisors, has made any representations or warranties to the Company.

4. Seller Representations. Each Seller acknowledges, represents and warrants to the Company, severally as to itself and not as to any other Seller, that:

(a) Such Seller is a corporation, non-profit corporation, trust, limited partnership, general partnership or limited company, as applicable, validly existing under the laws of its jurisdiction of organization. Such Seller has full and adequate right, power, capacity and authority to enter into, execute, deliver and perform this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by such Seller and constitutes the legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms.

(c) Such Seller is the record and beneficial owner of the shares of the Company's Common Stock set forth opposite such Seller's name on Schedule I, and upon the Closing will transfer to the Company, good and marketable title to all of the Shares owned by such Seller, free and clear of any liens, claims, security interests, restrictions, options or other encumbrances of any kind. Such Seller has not granted any option of any sort with respect to the Shares owned by such Seller or any right to acquire the Shares owned by such Seller or any interest therein other than to the Company under this Agreement.

(d) The transfer of the Shares owned by such Seller will not conflict with, result in a breach or violation of, or constitute a default under, any law applicable to such Seller or the limited partnership agreement, general partnership agreement or other organizational document, as applicable, of such Seller or the terms of any indenture or other agreement or instrument to which such Seller is a party or bound, or any judgment, order or decree applicable to such Seller of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over such Seller.

(e) No consent, approval, authorization or order of any court or governmental agency or body is required for the consummation by such Seller of the sale of the Shares owned by such Seller hereunder.

(f) The Seller has independently investigated and evaluated the value of the Shares owned by such Seller and the financial condition and affairs of the Company without reliance upon any information from the Company or its affiliates other than what is available publicly. Based upon its independent analysis, together with information obtained from sources other than the Company and its affiliates, such Seller has reached its own business decision to effect the sale of Shares owned by such Seller contemplated hereby. Such Seller is not in possession of any material non-public information that would preclude such Seller from transferring the Shares owned by such Seller hereunder in compliance with the Securities Act of 1933, as amended (the "Securities Act"), and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or that would cause the transfer of the Shares owned by such Seller hereunder to violate the Securities Act or the Exchange Act.

(g) Such Seller is sophisticated and capable of understanding and appreciating, and does understand and appreciate, that future events may occur that will increase the price of the Shares owned by such Seller, and that such Seller would be deprived of the opportunity to participate in any gain that might have resulted if such Seller had not transferred the Shares owned by such Seller to the Company hereunder.

(h) Such Seller has not engaged any investment banker, broker, or finder in connection with the repurchase of Shares hereunder and no broker's or similar fee is payable by such Seller or any of its affiliates in connection with the transfer of the Shares owned by such Seller hereunder.

(i) Such Seller has not taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company in connection with the transfer of the Shares owned by such Seller hereunder.

(j) Except for the express representations and warranties contained in this Agreement, neither the Company, nor any of its affiliates, attorneys, accountants and financial and other advisors, has made any representations or warranties to such Seller.

5. Miscellaneous.

(a) Each party agrees to keep the contents and terms of this Agreement confidential and shall not disclose any such contents or terms to any third party, except to the extent the party is required by applicable law, regulation or legal process to make such disclosure, including such disclosure as the Company or a Seller may reasonably determine to be required to comply with its Exchange Act reporting obligations.

(b) This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supercedes any and all prior agreements related to the subject matter hereof. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. The respective agreements, representations, warranties and other statements of the Company and the Sellers, as set forth in this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of the Company or any Seller or any of their respective officers, directors or affiliates, and shall survive delivery of and payment for the Shares. This Agreement may not be assigned by a Seller without the written consent of the Company and any such assignment without its written consent shall be void.

(c) This Agreement may be amended only by written agreement of a subsequent date between the parties hereto.

(d) Each party agrees to execute any additional documents and to take any further action as may be necessary or desirable in order to implement the transactions contemplated by this Agreement.

(e) This Agreement shall be governed by and construed under the domestic, substantive laws of the State of New York (without giving effect to any conflict of law or other aspect of New York law that might result in the application of any law other than that of the State of New York).

(f) This Agreement may be executed in one or more counterparts, each of which constitutes an original and is admissible in evidence, and all of which constitute one and the same agreement.

(g) Each party shall bear its own expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

DOMINO'S PIZZA, INC.

By: /s/ Joseph P. Donovan

Name: Joseph P. Donovan

Title: Vice President and Treasurer

BAIN CAPITAL FUND VI, L.P.
BAIN CAPITAL VI COINVESTMENT FUND, L.P.

By: Bain Capital Partners VI, L.P.,
their general partner

By: Bain Capital Investors, LLC,
its general partner

By: /s/ Mark E. Nunnelly

Name: Mark E. Nunnelly

Title: Managing Director

BCIP ASSOCIATES II
BCIP TRUST ASSOCIATES II
BCIP ASSOCIATES II-B
BCIP TRUST ASSOCIATES II-B
BCIP ASSOCIATES II-C
BCIP REPURCHASED HOLDINGS
BCIP TRUST REPURCHASED HOLDINGS

By: Bain Capital Investors, LLC,
their Managing Partner

By: /s/ Mark E. Nunnelly

Name: Mark E. Nunnelly

Title: Managing Director

PEP INVESTMENTS PTY LTD.

By: Bain Capital Investors, LLC,
its attorney-in-fact

By: /s/ Mark E. Nunnelly

Name: Mark E. Nunnelly

Title: Managing Director

By: _____
Name:
Title: Managing Director

BROOKSIDE CAPITAL PARTNERS FUND, L.P.

By: _____
Name:
Title: Managing Director

**CORPORATION OF THE PRESIDENT OF THE CHURCH OF
JESUS CHRIST OF LATTER-DAY SAINTS**

By: /s/ Ray Anderson

Name: Ray Anderson

Title: Authorized Agent

**COMBINED JEWISH PHILANTHROPIES OF
GREATER BOSTON, INC.**

By: _____
Name: _____
Title: Chief Financial Officer

By: /s/ Paula G. Barta _____
Name: Paula G. Barta
Title: Chief Operating Officer

FIDELITY CHARITABLE GIFT FUND

By: /s/ David L. Giunta
Name: David L. Giunta
Title: President

By: _____
Name: _____
Title: _____

THE TYLER CHARITABLE FOUNDATION

By: /s/ R. Bradford Malt

Name: R. Bradford Malt

Title: Managing Member

THE EDGERLEY FAMILY FOUNDATION

By: /s/ Paul B. Edgerley

Name: Paul B. Edgerley

Title: Trustee

Contact: Lynn Liddle
Executive Vice President – Communications & Investor Relations
Domino's Pizza, Inc.
(734) 930-3008
lynn.liddle@dominos.com



Domino's Pizza Repurchases and Retires 5.6 Million Common Shares in Private Transaction with Shareholder Bain Capital

Stock Purchased at Discount to Market; Positive Effect on 2006 EPS

Ann Arbor, Mich., March 13, 2006: Domino's Pizza, Inc. (NYSE:DPZ), the recognized world leader in pizza delivery, announced today that it repurchased and retired approximately 5.6 million shares of its common stock from investment funds associated with Bain Capital, LLC, for \$145 million, or \$25.78 per share, reducing Bain's ownership of the Company's common stock from 34% to 28%. The shares purchased in this private transaction will not decrease the Company's publicly-available shares. The price per share in this private transaction was based on a negotiated discount between Domino's and Bain. Domino's management estimates that the transaction will increase its 2006 earnings per share by approximately 6 cents for the remainder of the year.

David A. Brandon, Chairman and Chief Executive Officer of Domino's Pizza, commented: "This repurchase transaction, coupled with our recently-announced dividend increase, clearly demonstrates our commitment to shareholder value creation through effective deployment of our free cash flow. We remain confident in our business model which has continued to generate significant cash flow. This provides us the flexibility to invest in our business, de-lever when appropriate and return capital to our shareholders through a combination of dividends and share repurchases."

The Company financed this repurchase using \$45 million of its cash on hand and \$100 million of term loan borrowings. The Company amended its credit agreement to allow for the additional borrowing and to increase its share repurchase basket. There was no change to the interest rate or the expiration of the credit facility. The Company's total debt after the repurchase transaction was \$802.6 million with a leverage ratio of 3.35 times. Prior to this transaction, Domino's had reduced its total leverage ratio approximately 44% in the last 2 1/2 years.

In January, the Company voluntarily prepaid \$35 million in senior credit facility borrowings to cover its cash sweep debt repayment requirement for calendar year 2006.

The private repurchase of shares was reviewed and approved by a fully-independent committee of the Board of Directors. The credit agreement amendment was reviewed and unanimously approved by the Board of Directors.

About Domino's Pizza:

Founded in 1960, Domino's Pizza is the recognized world leader in pizza delivery. Domino's is listed on the NYSE under the symbol "DPZ." Through its primarily franchised system, Domino's operates a network of 8,079 franchised and Company-owned stores in the United States and more than 50 countries. The Domino's Pizza® brand has been named a Megabrand by Advertising Age magazine, and had global retail sales of nearly \$5.0 billion in 2005, comprised of approximately \$3.3 billion domestically and \$1.7 billion internationally. Domino's Pizza has been named "Chain of the Year" by Pizza Today magazine, the leading publication of the pizza industry and is the "Official Pizza of NASCAR®." More information on the Company, in English and Spanish, can be found on the web at www.dominos.com.

SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995: This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements relating to our anticipated profitability and operating performance reflect management's expectations based upon currently available information and data. However, actual results are subject to future risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Information about factors that could affect Domino's financial and other results is included in the Company's filings 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.

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