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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of Earliest Event Reported): February 23, 2007**

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**DOMINO'S PIZZA, INC.  
DOMINO'S, INC.**

(Exact name of Registrants as specified in charter)

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**Delaware  
Delaware**  
(State or other jurisdiction  
of incorporation)

**001-32242  
333-74797**  
(Commission File Numbers)

**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)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant 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**

Following the receipt of the requisite consent of noteholders described under Item 8.01 below, on February 23, 2007, Domino's, Inc. ("Domino's") entered into a Supplemental Indenture (the "Supplemental Indenture") with the Guarantors (as defined therein) and BNY Midwest Trust Company, as trustee (the "Trustee"), related to its 8 1/4% Senior Subordinated Notes due 2011 (the "Notes"). The Supplemental Indenture supplements the Indenture dated as of June 25, 2003, between Domino's, the Guarantors and the Trustee, as trustee (the "Indenture") and effects the proposed amendments to the Indenture described in Domino's Offer to Purchase and Consent Solicitation Statement dated February 7, 2007 (the "Offer to Purchase"), a copy of which was filed as Exhibit 99.2 to Domino's and Domino's Pizza, Inc.'s Current Report on Form 8-K filed on February 7, 2007.

The amendments eliminate substantially all of the restrictive covenants in the Indenture, including the restrictions on mergers, consolidations and sales or other transfers of assets, eliminate certain events of default and make other changes to the Indenture of a technical or conforming nature. The Supplemental Indenture became effective upon its signing by the parties thereto, but the amendments set forth therein will become operative only upon the acceptance for purchase by Domino's of Notes validly tendered pursuant to the Offer to Purchase. Under the terms of the Offer to Purchase, tendered Notes may no longer be withdrawn, and delivered consents may not be revoked, unless Domino's terminates the Offer to Purchase without having purchased any Notes or is otherwise required by law to allow withdrawal or revocation. A copy of the Supplemental Indenture is filed hereto as Exhibit 4.1.

**Item 8.01 Other Events.**

As announced in a press release dated February 23, 2007, which is attached hereto as Exhibit 99.1, Domino's has received consents from holders of Notes representing in excess of a majority in principal amount of its outstanding Notes and, as a result, the consent condition related to the pending tender offer for all of the outstanding Notes has been satisfied.

As announced in a press release dated February 23, 2007, which is attached hereto as Exhibit 99.2, Domino's has fixed the tender offer consideration and the total purchase price to be paid for Notes validly tendered and accepted for purchase, subject to the terms and conditions set forth in the Offer to Purchase.

**Item 9.01. Financial Statements and Exhibits**

<u>Exhibit Number</u>	<u>Description</u>
4.1	Supplemental Indenture dated as of February 23, 2007, among Domino's, the Guarantors (as defined therein) and BNY Midwest Trust Company, as trustee
99.1	Press Release dated February 23, 2007
99.2	Press Release dated February 23, 2007

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 PIZZA, INC.  
DOMINO'S, INC.

/s/ L. David Mounts

Name: L. David Mounts

Title: Executive Vice President, Chief Financial Officer

Date: February 23, 2007

## SUPPLEMENTAL INDENTURE

THIS SUPPLEMENTAL INDENTURE dated as of February 23, 2007, between Domino's, Inc., a Delaware corporation (the "Company"), the Guarantors (as defined in the Indenture referred to herein) and BNY Midwest Trust Company, an Illinois trust company, as 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 June 25, 2003 (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 \$403.0 million of 8 1/4% Senior Subordinated Notes due 2011 (the "Notes");

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 February 7, 2007, 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 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 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 9.02, the Trustee is authorized to execute and deliver this Supplemental Indenture;

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

NOW, THEREFORE, THIS 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 Section 9.02 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 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 Supplemental Indenture, then the terms of this 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," "Designated Noncash Consideration," "Designated Preferred Stock," "Fixed Charges," "Fixed Charge Coverage Ratio," "Four-Quarter Period," "Permitted Business," "Permitted Investments," "Permitted Liens," "Permitted Refinancing Indebtedness," "Pro Forma Cost Savings," "Purchase Money Note," "Refinancing," "Restricted Investment," "Total Assets," 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;

[Subsections (iii), (iv) and (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; or

(viii) [Subsection (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;

[Subsections (b), (c) and (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;

[Subsections (f) and (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 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 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 Supplemental Indenture is an indenture supplemental to and in implementation of the Existing Indenture, and said Existing Indenture and this Supplemental Indenture shall henceforth be read together.

Section 3.02. Confirmation. The Existing Indenture as amended and supplemented by this 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 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 Supplemental Indenture will take effect immediately upon execution thereof by the parties hereto and will become operative on the Operative Date of this Supplemental Indenture. If the Tender Offer Condition does not occur, the terms of this 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 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 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.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

**DOMINO'S, INC.**

By: /s/ Cristian Dersidan

Name: Cristian Dersidan

Title: Treasurer

**DOMINO'S PIZZA INTERNATIONAL, INC.**

By: /s/ Cristian Dersidan

Name: Cristian Dersidan

Title: Assistant Treasurer

**DOMINO'S PIZZA INTERNATIONAL PAYROLL SERVICES, INC.**

By: /s/ Cristian Dersidan

Name: Cristian Dersidan

Title: Treasurer

**DOMINO'S PIZZA L.L.C.**

By: /s/ Cristian Dersidan

Name: Cristian Dersidan

Title: Treasurer

**DOMINO'S PIZZA PMC, INC.**

By: /s/ Cristian Dersidan

Name: Cristian Dersidan

Title: Treasurer

*[Signature page to Supplemental Indenture]*

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**DOMINO'S PIZZA NS CO.**

By: /s/ Cristian Dersidan

Name: Cristian Dersidan

Title: Assistant Treasurer

*[Signature page to Supplemental Indenture]*

**BNY MIDWEST TRUST COMPANY,  
AS TRUSTEE**

By: /s/ Roxane Ellwanger

Name: Roxane Ellwanger

Title: Assistant Vice President

*[Signature page to Supplemental Indenture]*



**Contact: Lynn Liddle, Executive Vice President  
Communications and Investor Relations  
(734) 930-3008**

FOR IMMEDIATE RELEASE

## **Domino's, Inc. Announces Satisfaction of Consent Condition in Tender Offer for 8 1/4% Senior Subordinated Notes Due 2011**

ANN ARBOR, Michigan – February 23, 2007 – Domino's, Inc. announced today that it has received consents from noteholders representing in excess of a majority in principal amount of its outstanding 8 1/4% Senior Subordinated Notes due 2011 (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 BNY Midwest Trust Company, as trustee, executed the 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 February 7, 2007, 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 February 23, 2007, more than 99.9% 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 Global Bondholder Services Corporation, as information agent for the tender offer, at 65 Broadway, Suite 723, New York, New York 10006. The information agent may be telephoned toll-free at (866) 804-2200 or collect at (212) 430-3774. The Dealer Managers for the tender offer are J.P. Morgan Securities Inc., Lehman Brothers Inc. and Merrill Lynch & Co. Questions regarding the tender offer and consent solicitation may be directed to J.P. Morgan Securities Inc., Attention: Liability Management Group at (866) 834-4666 (toll-free) or (212) 834-4077 (collect).

### **About Domino's:**

Founded in 1960, Domino's Pizza is the recognized world leader in pizza delivery. Through its primarily franchised system, Domino's operates a network of 8,366 franchised and Company-owned stores in the United States and more than 50 countries. The Domino's Pizza® brand, named a Megabrand by Advertising Age magazine, had global retail sales of nearly \$5.1 billion in 2006, comprised of \$3.2 billion domestically and \$1.9 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 <http://www.dominos.com/>.

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## FORWARD-LOOKING STATEMENTS:

This press release contains forward-looking statements. 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. The risks and uncertainties that can cause actual results to differ materially include: uncertainties relating to the outcome of the tender offers; our ability to complete an ABS facility; the uncertainties relating to litigation; consumer preferences, spending patterns and demographic trends; the effectiveness of our advertising, operations and promotional initiatives; our ability to retain key personnel; new product and concept developments by us and other food-industry competitors; the ongoing profitability of our franchisees and the ability of Domino's Pizza and our franchisees to open new restaurants; changes in food prices, particularly cheese, labor, utilities, insurance, employee benefits and other operating costs; the impact that widespread illness or general health concerns may have on our business and the economy of the countries in which we operate; severe weather conditions and natural disasters; changes in our effective tax rate; changes in government legislation and regulations; adequacy of our insurance coverage; costs related to future financings and changes in accounting policies. Further information about factors that could affect our financial and other results is included in our 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.



Contact: Lynn Liddle, Executive Vice President  
Communications and Investor Relations  
(734) 930-3008

FOR IMMEDIATE RELEASE

## Domino's, Inc. Sets Purchase Price in Tender Offer for 8 1/4% Senior Subordinated Notes Due 2011

ANN ARBOR, Michigan – February 23, 2007 – Domino's, Inc. announced today the total purchase price and tender offer consideration to be paid for its outstanding 8 1/4% Senior Subordinated Notes due 2011 (the "Notes") that are validly tendered in the tender offer described in the Offer to Purchase and Consent Solicitation Statement dated February 7, 2007, 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 12:01 a.m., New York City time, on Friday, March 9, 2007, unless extended.

The total purchase price to be paid for each validly tendered Note was determined using the yield of the 3.875% U.S. Treasury Note due July 31, 2007 (the reference U.S. Treasury Note), plus a fixed spread of 50 basis points. The yield on the reference U.S. Treasury Note, as calculated by J.P. Morgan Securities Inc., at 11:00 a.m., New York City time, on Friday, February 23, 2007, was 5.091%. Accordingly, the tender offer yield and the total purchase price per \$1,000 principal amount of Notes are 5.591% and \$1,048.50, respectively. The total purchase price is payable to holders of Notes in respect of Notes tendered by the Consent Payment Deadline, namely 5:00 p.m., New York City time, on February 23, 2007. Holders of Notes tendered after the Consent Payment Deadline and before the tender expiration date receive the tender offer consideration, namely the total purchase price less the consent payment of \$20.00, or \$1,028.50 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 Friday, March 9, 2007.

Requests for Tender Offer Documents or questions concerning the procedures for tendering Notes may be directed to Global Bondholder Services Corporation, as information agent for the tender offer, at 65 Broadway, Suite 723, New York, New York 10006. The information agent may be telephoned toll-free at (866) 804-2200 or collect at (212) 430-3774. The Dealer Managers for the tender offer are J.P. Morgan Securities Inc., Lehman Brothers Inc. and Merrill Lynch & Co. Questions regarding the tender offer and consent solicitation may be directed to J.P. Morgan Securities Inc., Attention: Liability Management Group at (866) 834-4666 (toll-free) or (212) 834-4077 (collect).

—more—

**About Domino's:**

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**FORWARD-LOOKING STATEMENTS:**

This press release contains forward-looking statements. 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. The risks and uncertainties that can cause actual results to differ materially include: uncertainties relating to the outcome of the tender offers; our ability to complete an ABS facility; the uncertainties relating to litigation; consumer preferences, spending patterns and demographic trends; the effectiveness of our advertising, operations and promotional initiatives; our ability to retain key personnel; new product and concept developments by us and other food-industry competitors; the ongoing profitability of our franchisees and the ability of Domino's Pizza and our franchisees to open new restaurants; changes in food prices, particularly cheese, labor, utilities, insurance, employee benefits and other operating costs; the impact that widespread illness or general health concerns may have on our business and the economy of the countries in which we operate; severe weather conditions and natural disasters; changes in our effective tax rate; changes in government legislation and regulations; adequacy of our insurance coverage; costs related to future financings and changes in accounting policies. Further information about factors that could affect our financial and other results is included in our 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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