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 28, 2005

Domino's Pizza, Inc.
Domino's, Inc.

(Exact name of registrants as specified in its charter)

Commission file numbers:
333-114442
333-107774

Delaware	**38-2511577**
Delaware	**38-3025165**
(State or other jurisdiction of incorporation or organization)	**(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))

Item 1.01. Entry into a Material Definitive Agreement

On March 28, 2005, 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 29, 2005, 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

Exhibit Number	Description
1.01	4th Amendment to Credit Agreement, dated as of March 28, 2005, by and among Domino's, Inc., Domino's Pizza, Inc., various subsidiaries of Domino's, Inc., and JPMorgan Chase Bank, N.A.
1.02	Stock Repurchase Agreement, dated as of March 29, 2005, by and among Domino's Pizza, Inc., JP Morgan Capital, L.P., Sixty Wall Street Fund, L.P. and J.P. Morgan Partners (BHCA), L.P.
99.1	Press Release, dated March 29, 2005.

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 29, 2005

/s/ Harry J. Silverman

Name: Harry J. Silverman
Title: Chief Financial Officer

Exhibit 1.01

FOURTH AMENDMENT TO CREDIT AGREEMENT

FOURTH AMENDMENT TO CREDIT AGREEMENT (this "Fourth Amendment"), dated as of March 28, 2005, 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") and JPMORGAN CHASE BANK, N.A. (formerly known as JPMorgan Chase Bank) ("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 Fourth 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 "Excess Proceeds Amount" appearing in subsection 1.1 of the Credit Agreement is hereby amended by (i) deleting the word "and" appearing immediately prior to the text "(d) immediately" in said definition and inserting a comma in lieu thereof, (ii) inserting the text "(including in reliance on the proviso therein)" immediately after the text "7.5(xvi)" appearing therein and (iii) inserting the text ", (e) immediately following any Investment made by Borrower or any of its Domestic Subsidiaries in Foreign Subsidiaries of the Borrower in reliance on sub-clause (A) of the proviso appearing in subsection 7.3(xiii), by the amount of such Investment and (f) immediately following any Restricted Junior Payment made by Borrower in reliance on subsection 7.5(xviii), by the amount of such Restricted Junior Payment" immediately preceding the period at the end of said definition.

2. The definition of "Leverage Ratio" appearing in subsection 1.1 of the Credit Agreement is hereby amended by deleting the text "and 7.7(xvi)(c)" appearing in said definition and inserting the text ", 7.5(xvi) and 7.7(xvi)(c)" in lieu thereof.

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

"Fourth Amendment" means the Fourth Amendment to Credit Agreement, dated as of March 28, 2005.

"Fourth Amendment Effective Date" has the meaning assigned to that term in the Fourth Amendment.

4. Subsection 2.4B(iii)(d) of the Credit Agreement is hereby amended by deleting said subsection in its entirety and inserting the following new subsection 2.4B(iii)(d) in lieu thereof:

"(d) Prepayments and Reductions from Adjusted Consolidated Excess Cash Flow. In the event that there shall be Adjusted Consolidated Excess Cash Flow for any Fiscal Year (commencing with Fiscal Year 2003), Borrower shall, no later than 90 days after the end of such Fiscal Year, prepay the Loans and/or the Revolving Loan Commitments shall be permanently reduced in an aggregate amount equal to 75% (or, (x) if the Leverage Ratio is less than 4.00 to 1.0 but greater than or equal to 3.25 to 1.0 on the last day of any such Fiscal Year as set forth in the Compliance Certificate delivered pursuant to subsection 6.1(iii) in respect of such Fiscal Year, 50%, and (y) if the Leverage Ratio is less than 3.25 to 1.0 but greater than or equal to 2.50 to 1.0 on the last day of any such Fiscal Year as set forth in the Compliance Certificate delivered pursuant to subsection 6.1(iii) in respect of such Fiscal Year, 25%) of such Adjusted Consolidated Excess Cash Flow; provided that no such prepayment and/or commitment reduction shall be required for any Fiscal Year if the Leverage Ratio is less than 2.50 to 1.0 on the last day of such Fiscal Year as set forth in the Compliance Certificate delivered pursuant to subsection 6.1(iii) in respect of such Fiscal Year.".

5. Subsection 7.3(xiii) of the Credit Agreement is hereby amended by deleting said subsection in its entirety and inserting the following new subsection 7.3(xiii) in lieu thereof:

"(xiii) Borrower and its Domestic Subsidiaries may make and own (x) equity Investments in Foreign Subsidiaries of Borrower in an aggregate amount not to exceed $10,000,000 at any time outstanding and (y) non-equity Investments in Foreign Subsidiaries of Borrower in an aggregate amount at any time outstanding not to exceed the remainder of (I) $20,000,000 minus (II) the aggregate amount of all equity Investments made in Foreign Subsidiaries of the Borrower pursuant to immediately preceding sub-clause (x) and outstanding at such time, provided that (A) at any time after Borrower and its Domestic Subsidiaries shall have utilized the full amount of either (I) the basket to make and own equity Investments in Foreign Subsidiaries of the Borrower provided for above in sub-clause (x) of this clause (xiii) or (II) the basket to make and own non-equity Investments in Foreign Subsidiaries of the Borrower provided for above in sub-clause (y) of this clause (xiii), Borrower and its Domestic Subsidiaries may make and own additional Investments in Foreign Subsidiaries of the Borrower (subject to the immediately succeeding sub-clause (B) of this proviso), so long as the amount of any additional Investment made by Borrower or any of its Domestic Subsidiaries in reliance on this proviso shall not exceed the Excess Proceeds Amount in effect at the time such Investment is made and (B) each such Investment is subject to the Lien in favor of Collateral Agent as, and to the extent required by, the Collateral Documents;".

6. Subsection 7.5(xv) of the Credit Agreement is hereby amended by deleting said subsection in its entirety and inserting the following new subsection 7.5(xv) in lieu thereof:

"(xv) so long as no Potential Event of Default or Event of Default then exists or would result therefrom, at any time within twelve months after the Fourth Amendment Effective Date, Borrower may make Restricted Junior Payments to Holdings to the extent required for Holdings to make, and Holdings may make, Restricted Junior Payments in an aggregate amount not to exceed $75,000,000 in the aggregate to the extent necessary to make repurchases of capital stock of Holdings;".

7. Subsection 7.5(xvi) of the Credit Agreement is hereby amended by deleting said subsection in its entirety and inserting the following new subsection 7.5(xvi) in lieu thereof:

"(xvi) on and after the consummation of a Qualified IPO, Borrower may make Restricted Junior Payments to Holdings in an amount not to exceed the Excess Proceeds Amount in effect at the time such Restricted Junior Payment is made, and Holdings may in turn utilize the proceeds of such Restricted Junior Payments to pay cash dividends to holders of Holdings Common Stock, so long as (w) no Potential Event of Default or Event of Default then exists or would result therefrom, (x) each such Restricted Junior Payment is permitted pursuant to the terms of the Senior Subordinated Notes Indentures, (y) any such cash dividend paid by Holdings shall have been approved by the Board of Directors of Holdings and (z) Holdings shall have promptly (and, in any event, within five Business Days of its receipt of the respective Restricted Junior Payment from Borrower) utilized the proceeds of such Restricted Junior Payment for the purposes described above; provided that additional Restricted Junior Payments may be made at any time by Borrower and Holdings (without duplication) pursuant to this clause (xvi) for the purposes described above in an aggregate amount not to exceed $35,000,000 in any Fiscal Year, so long as (I) the requirements of subclauses (w), (x), (y) and (z) have been satisfied at such time and (II) on the date of the making of any such Restricted Payment in reliance on this proviso, Holdings shall have delivered to Administrative Agent an Officer's Certificate (together with supporting calculations), in form and substance reasonably satisfactory to Administrative Agent, certifying (1) as to compliance with preceding subclause (I) and (2) that the Leverage Ratio as at such date is less than 4.0:1.0 (as determined on a pro forma basis, as if all indebtedness incurred after the last day of the Test Period then last ended and then outstanding (including any indebtedness incurred to finance such Restricted Junior Payments) had been incurred on the first day of the Test Period then last ended and taking account of any additional adjustments required by subsection 7.6D);".

8. Subsection 7.5(xvii) of the Credit Agreement is hereby amended by deleting said subsection in its entirety and inserting the following new subsection 7.5(xvii) in lieu thereof:

"(xvii) so long as no Potential Event of Default or Event of Default then exists or would result therefrom, Borrower may redeem New Senior Subordinated Notes in accordance with the terms of the indenture therefor and/or repurchase New Senior Subordinated Notes on the open-market, in each case so long as (I) the aggregate amount of Cash expended by Borrower to effect all such redemptions and repurchases (and to pay all premiums payable in connection therewith) on and after the Fourth Amendment Effective Date does not exceed $30,000,000 in the aggregate, (II) all such New Senior Subordinated Notes so redeemed or repurchased are permanently cancelled or retired by Borrower promptly following such redemption or repurchase and (III) concurrently with any such redemption or repurchase, Borrower shall have made a voluntary prepayment of new 2004 Term Loans in accordance with subsection 2.4B(i) in an aggregate principal amount equal to the aggregate amount of Cash so utilized to redeem or repurchase such New Senior Subordinated Notes (and to pay all premiums payable in connection therewith); and".

9. Section 7.5 of the Credit Agreement is hereby further amended by inserting the following new subsection 7.5(xviii) at the end of said Section:

"(xviii) so long as no Potential Event of Default or Event of Default then exists or would result therefrom, at any time that Borrower shall have utilized the full amount of (x) the basket provided for in subsection 7.5(viii) and (y) unless the twelve month anniversary of the Fourth Amendment Effective Date shall have occurred, the basket provided for in subsection 7.5(xv), 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 make, and Holdings may make, Restricted Junior Payments to the extent necessary to make repurchases of capital stock (and options or warrants to purchase such capital stock) of Holdings, provided that the amount of any such Restricted Payment by Borrower and Holdings (without duplication) pursuant to this clause (xviii) shall not exceed the Excess Proceeds Amount in effect at the time such Restricted Junior Payment is made.".

II. Miscellaneous Provisions.

1. In order to induce Lenders to enter into this Fourth 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 Fourth Amendment Effective Date (as defined below), both immediately before and immediately after giving effect thereto and (ii) all of the representations and warranties contained in the Credit Agreement or the other Loan Documents are true and correct in all material respects on the Fourth Amendment Effective Date both immediately before and immediately after giving effect thereto, with the same effect as though such representations and warranties had been made on and as of the Fourth 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 Fourth 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 Fourth 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 FOURTH 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 Fourth Amendment shall become effective on the date (the "Fourth Amendment Effective Date") when Borrower, Holdings and Lenders constituting the Requisite Lenders 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).

6. Borrower hereby covenants and agrees that, so long as the Fourth Amendment Effective Date occurs, it shall pay to each Lender which executes and delivers to the Administrative Agent (or its designee) a counterpart hereof by 12:00 P.M. (New York City time) on March 25, 2005, a non-refundable cash fee (the "Amendment Fee") in an amount equal to 5 basis points (0.05%) on an amount equal to the sum of (i) the aggregate principal amount of all Term Loans of such Lender outstanding on the Fourth Amendment Effective Date plus (ii) the Revolving Loan Commitment of such Lender as in effect on the Fourth Amendment Effective Date. The Amendment Fee shall not be subject to counterclaim or set-off, or be otherwise affected by, any claim or dispute relating to any other matter. The Amendment Fee shall be paid by Borrower to Administrative Agent for distribution to the relevant Lenders not later than the third Business Day following the Fourth Amendment Effective Date.

7. From and after the Fourth 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 Fourth Amendment as of the date first above written.

DOMINO'S PIZZA, INC.

By: /s/ Joseph P. Donovan

Name: Joseph P. Donovan
Title: Treasurer

DOMINO'S, INC.

By: /s/ Joseph P. Donovan

Name: Joseph P. Donovan
Title: Treasurer

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

By: /s/ Richard Waters

Name: Richard Waters
Title: Managing Director

SIGNATURE PAGE TO THE FOURTH AMENDMENT TO CREDIT AGREEMENT, DATED AS OF MARCH 28, 2005, 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:

Exhibit 1.02

STOCK REPURCHASE AGREEMENT

This Stock Repurchase Agreement (this "Agreement") is made as of the 29th day of March, 2005, by and among Domino's Pizza, Inc., a Delaware corporation (the "Company"), J.P. Morgan Capital, L.P., a Delaware limited partnership ("JPM Capital"), Sixty Wall Street Fund, L.P. a Delaware limited partnership ("60 LP") and J.P. Morgan Partners (BHCA), L.P., a Delaware limited partnership ("BHCA" and collectively with JPM Capital and 60 LP, the "Sellers").

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

WHEREAS, the Sellers wish to transfer to the Company, and the Company wishes to repurchase from the Sellers the number of shares of Common Stock and Non-Voting Common Stock (collectively, 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 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 $17.01**,** which is equal to ninety-five percent (95%) 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 18, 2005 and ending March 24, 2005 provided; however, that the aggregate amount paid to the Sellers for the Shares shall not exceed $75,000,000.00.

(b) The closing of the purchase and sale of the Shares (the "Closing") shall take place on March 29, 2005 at the offices of Ropes & Gray LLP, 45 Rockefeller Plaza, New York, New York 10111, 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 each of the Sellers, 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 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) JPM Capital is a limited partnership validly existing under the laws of the State of Delaware. The Seller has full and adequate right, power, capacity and authority to enter into, execute, deliver and perform this Agreement.

(b) 60 LP is a limited partnership validly existing under the laws of the State of Delaware. The Seller has full and adequate right, power, capacity and authority to enter into, execute, deliver and perform this Agreement.

(c) BHCA is a limited partnership validly existing under the laws of the State of Delaware. The Seller has full and adequate right, power, capacity and authority to enter into, execute, deliver and perform this Agreement.

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

(e) The Seller is the record and beneficial owner of the Shares set forth opposite the 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. The 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.

(f) The transfer of the Shares owned by the Seller will not conflict with, result in a breach or violation of, or constitute a default under, any law applicable to the Seller or the limited partnership agreement of the 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 the Seller.

(g) 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.

(h) 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. Neither the Company, nor any of its affiliates, attorneys, accountants or financial or other advisors has furnished any information to the Seller that was used by the Seller in determining to transfer the Shares owned by such Seller, other than such information as is contained in this Agreement. Based upon its independent analysis of such information, together with information obtained from sources other than the Company and its affiliates, the Seller has reached its own business decision to effect the sale of Shares owned by such Seller contemplated hereby. The Seller is not in possession of any material non-public information that would preclude the 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.

(i) The 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 the 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.

(j) The 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 the Seller or any of its affiliates in connection with the transfer of the Shares owned by such Seller hereunder.

(k) The 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.

(l) 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 the 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 the Sellers 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 the Sellers 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 the Sellers 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/ Harry J. Silverman

Name: Harry J. Silverman
Title: Chief Financial Officer

J.P. MORGAN CAPITAL, L.P.

By: J.P. Morgan Capital Management Company LLC., its general partner

By: J.P. Morgan Investment Partners, L.P., its sole member

By: JPMP Capital, LLC, its general partner

By: /s/ Richard Waters

Name: Richard Waters
Title: Managing Director

SIXTY WALL STREET FUND, L.P.

By: JPMP Capital, LLC, its general partner

By: /s/ Richard Waters

Name: Richard Waters
Title: Managing Director

J.P. MORGAN PARTNERS (BHCA), L.P.

By: JPMP Master Fund Manager, L.P.,
its general partner

By: JPMP Capital Corp.,
its general partner

By: /s/ Richard Waters

Name: Richard Waters
Title: Managing Director

Schedule I

Ownership of Shares

Entity	Number of Shares of Common Stock	Number of Shares of Non-Voting Common Stock
J.P. Morgan Capital, L.P.	3,532,635	0
Sixty Wall Street Fund, L.P.	202,532	0
J.P. Morgan Partners (BHCA), L.P.	0	2,550,695

Schedule II

Shares to be Repurchased

Entity	Number of Shares of Common Stock	Number of Shares of Non-Voting Common Stock	Repurchase Consideration
J.P. Morgan Capital, L.P.	1,792,001	0	$30,481,937.01
Sixty Wall Street Fund, L.P.	102,739	0	$ 1,747,590.39
J.P. Morgan Partners (BHCA), L.P.	0	2,514,431	$42,770,471.31
Total	**1,894,740**	**2,514,431**	**$74,999,998.71**

Exhibit 99.1

Domino's Pizza Repurchases and Retires 4,409,171 Common Shares In Private Transaction
No Decrease in Size of Public Float; Positive Effect on Earnings Per Share

Ann Arbor, Mich., March 29, 2005: Domino's Pizza, Inc. (NYSE:DPZ), the recognized world leader in pizza delivery, announced today that it has repurchased and retired 4,409,171 shares of its Common Stock from shareholder JP Morgan Capital, L.P. and its affiliates (collectively, JPMP), for approximately $75 million, or $17.01 per share. The repurchase price of $17.01 per share in this private transaction was based on a negotiated discount between Domino's and JPMP. Domino's also announced that on March 28, 2005, it completed an amendment to its senior credit facility in order to permit the repurchase transaction described above, reduce current cash sweep requirements and provide additional financial flexibility. The Company's outstanding indebtedness under its senior credit facility was $498 million as of the end of fiscal 2004.

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

Domino's Pizza Chief Financial Officer, Harry J. Silverman, added: "We view this repurchase transaction as an efficient use of our excess cash. By repurchasing these shares directly from JP Morgan, our public float will not be affected by the repurchase, and the retirement of approximately 4.4 million shares will save the Company approximately $1.8 million in annual dividends at our current dividend rate. In addition, we will be able to continue to invest in growing our business and de-lever as previously planned."

The private repurchase of shares and the credit agreement amendment were reviewed and unanimously approved by Domino's Board of Directors. The repurchase transaction will increase the Company's diluted earnings per share by approximately $0.035 per share in fiscal 2005. The Company will use available cash on hand and borrowings from its revolving credit facility to fund this transaction.

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 7,757 franchised and Company-owned stores in the United States and more than 55 countries. The Domino's Pizza® brand, named a Megabrand by Advertising Age magazine, had global retail sales of more than $4.6 billion in 2004, comprised of nearly $3.2 billion domestically and more than $1.4 billion internationally. Domino's Pizza was 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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