

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE TO
Amendment No. 1

**TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) OR 13(e)(1) OF
THE SECURITIES EXCHANGE ACT OF 1934.**

DOMINO'S PIZZA, INC.

(Name of Subject Company (Issuer) and Filing Person (Issuer))

Common Stock, Par Value \$0.01 Per Share

(Title of Class of Securities)

25754A201

(CUSIP Number of Class of Securities)

David A. Brandon

Chairman of the Board and Chief Executive Officer

Domino's Pizza, Inc.

30 Frank Lloyd Wright Drive

Ann Arbor, MI 48106

(734) 930-3030

(Name, address, and telephone numbers of person authorized to
receive notices and communications on behalf of the persons filing statement)

Copies of all communications, including communications sent to agent for service, should be sent to:

Jane D. Goldstein, Esq.

Craig E. Marcus, Esq.

Ropes & Gray LLP
One International Place
Boston, Massachusetts 02110
Telephone: (617) 951-7000
Telecopy: (617) 951-7050

Elisa D. Garcia C., Esq.

Domino's Pizza LLC
Executive Vice President & General Counsel
30 Frank Lloyd Wright Drive
Ann Arbor, Michigan 48106
Telephone: (734) 930-3030
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Gerald S. Tanenbaum, Esq.

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80 Pine Street
New York, New York 10005
Telephone: (212) 701-3000
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CALCULATION OF FILING FEE

Transaction Valuation*

\$415,500,000

Amount of Filing Fee**

\$44,458.50

* Calculated solely for the purpose of determining the amount of filing fee. This amount assumes the repurchase of 13,850,000 of Common Stock at a purchase price of \$30.00 per share.

** The amount of the filing fee, calculated in accordance with Rule 0-11(b) of the Securities Exchange Act of 1934, as amended by Fee Rate Advisory No. 5, equals \$107.00 per million dollars of the value of the transaction.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$44,458.50

Filing Party: Domino's Pizza, Inc.

Form or Registration No.: Schedule TO

Date Filed: February 7, 2007

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

third-party tender offer subject to Rule 14d-1.

issuer tender offer subject to Rule 13e-4.

going-private transaction subject to Rule 13e-3.

amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing fee is a final amendment reporting the results of the tender offer:

This Amendment No. 1 (this "Amendment") amends and supplements the Tender Offer Statement on Schedule TO originally filed with the Securities and Exchange Commission (the "SEC") on February 7, 2007 (the "Schedule TO") by Domino's Pizza, Inc., a Delaware corporation (the "Company"), pursuant to Rule 13e-4 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), in connection with the Company's offer to purchase for cash up to 13,850,000 shares (the "Shares") of its common stock, \$0.01 par value per share, or such lesser number of Shares as is properly tendered and not properly withdrawn, at a price not less than \$27.50 nor greater than \$30.00 per share, net to the seller in cash, less any applicable withholding taxes and without interest (the "Offer"). The Offer is being made upon the terms and subject to the conditions set forth in the Offer to Purchase, dated February 7, 2007 ("Offer to Purchase"), and in the related Letter of Transmittal ("Letter of Transmittal") which, as amended or supplemented from time to time, together constitute the Offer. This Amendment to Schedule TO is intended to satisfy the reporting requirements of Rule 13e-4(c)(3) promulgated under the Exchange Act.

The information contained in the Offer to Purchase and the related Letter of Transmittal, previously filed with the Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively, is incorporated into this Amendment by reference in response to all of the items of the Schedule TO, except that such information is hereby amended and supplemented to the extent specifically provided herein.

Item 7. Source and amount of funds or other consideration.

(b) The first paragraph and numbered paragraph (1) of Section 7 on page 24 of the Offer to Purchase are hereby amended and supplemented to delete the phrase "prior to the time of payment for any shares" appearing in each such paragraph and replace it with the phrase "prior to the expiration of the offer."

Item 10. Financial statements.

(a) and (b)

(1) The subsection entitled "Incorporation by Reference" of Section 10 on page 34 of the Offer to Purchase is hereby amended and supplemented to add to the list of documents incorporated by reference (i) the Company's annual report on Form 10-K for the fiscal year ended December 31, 2006 (File No. 001-32242), (ii) the Company's Current Report on Form 8-K filed with the SEC on February 14, 2007 (File No. 001-32242), and (iii) the Company's Current Report on Form 8-K filed with the SEC on February 23, 2007 (File No. 001-32242), which Current Report on Form 8-K includes as exhibits the press releases and supplemental indenture identified in Item 12 of this Amendment.

(2) The subsection entitled "Selected Historical and Pro Forma Financial Information" of Section 11 beginning on page 35 of the Offer to Purchase is hereby amended and supplemented to add the following at the end of such subsection:

"The following tables show (1) selected historical financial information for the fiscal year ended December 31, 2006 and (2) selected pro forma financial information as of and for the same period, assuming (a) the purchase of 13,850,000 shares in the offer at the maximum purchase price of \$30.00 per share for an aggregate purchase price of \$415.5 million, (b) the purchase of 1,127,736 shares in the Bain Share Repurchase at the maximum purchase price of \$30.00 per share for an aggregate purchase price of \$33.8 million, (c) the purchase, for a premium, of all of the outstanding 2011 notes in the debt tender offer for an aggregate purchase price of \$288.9 million, (d) the repayment of all outstanding borrowings and related accrued interest under our senior secured credit facility based on an outstanding principal amount of \$463.0 million, (e) the payment of all related fees and expenses estimated to be approximately \$24.0 million and (f) the funding of these transactions by borrowing approximately \$1.25 billion under the bridge loan facility on the terms described in Section 9. This information does not assume or reflect any pro forma effects related to the expected securitized debt described in Section 9. No assurance can be given that we will be able to negotiate acceptable terms for our securitized debt or that the amount of securitized debt we will be able to negotiate will be sufficient to repay the bridge loan facility, in which case we would continue to have outstanding borrowings under the bridge loan facility until such time, if any, as we are able to refinance the bridge loan facility.

The selected pro forma information is based on our historical financial information for the fiscal year ended December 31, 2006 and gives effect to the transactions described above as if they were completed on January 2, 2006 for income statement information and on December 31, 2006 for balance sheet information. The historical financial information has been adjusted to

give effect to pro forma items that are (i) directly attributable to the transactions and (ii) factually supportable. With respect to the income statement information, only the pro forma events expected to have a continuing impact on the consolidated results are included. The pro forma financial information excludes certain non-recurring items relating to the extinguished debt including the write-off of the unamortized balances of deferred financing costs of \$8.2 million, debt premiums of \$15.0 million and reversal of unrealized gains on interest rate derivative contracts of \$2.0 million, net of tax.

The pro forma financial information is intended for informational purposes only and does not purport to represent what our results of operations and financial condition would have been had the transactions described above actually occurred as of the dates indicated, nor does it project our results of operations for any future period or our financial condition at any future date.

The selected historical financial data and the pro forma financial information should be read in conjunction with “Recapitalization” and “Risks to Non-tendering Shareholders” included elsewhere in this offer to purchase and our historical financial statements included in our annual report on Form 10-K for the fiscal year ended December 31, 2006, which has been filed with the Securities and Exchange Commission and is incorporated by reference into this offer to purchase.

<i>(In thousands, except share and per share data)</i>	Fiscal Year Ended December 31, 2006	
	Historical	Pro Forma (unaudited)
Income statement data:		
Total revenues	\$ 1,437,319	\$ 1,437,319
Income from operations	\$ 214,197	\$ 214,197
Interest expense, net (1)	\$ 53,772	\$ 93,053
Net income (2)	\$ 106,227	\$ 81,873
Weighted average shares outstanding: (3)		
Common stock - basic	63,139,073	48,161,337
Common stock - diluted	64,541,079	49,563,343
Earnings per share:		
Common stock - basic	\$ 1.68	\$ 1.70
Common stock - diluted	\$ 1.65	\$ 1.65

<i>(In thousands)</i>	As of December 31, 2006	
	Historical	Pro Forma (unaudited)
Balance sheet data:		
Current assets (4)	\$ 166,305	\$ 169,338
Long-term assets (5)	\$ 213,898	\$ 238,010
Total assets	\$ 380,203	\$ 407,348
Current portion of long-term debt	\$ 1,477	\$ 287
Current liabilities, less current portion of long-term debt (6)	\$ 153,724	\$ 133,407
Long-term debt (7)	\$ 740,120	\$ 1,255,150
Other long-term liabilities	\$ 49,775	\$ 49,775
Total stockholders' deficit (8)	\$ (564,893)	\$ (1,031,271)

- (1) Represents incremental interest expense related to the bridge loan facility of \$39.3 million based on an interest rate equal to 150 basis points over the three-month LIBOR rate that was in effect on February 12, 2007, with an increase in the interest margin of 50 basis points per annum 270 days after the initial draw and an additional 25 basis points per annum every 90 days thereafter, net of interest savings on the pro forma debt extinguishment through the debt tender offer and the senior debt repayment. A 1/8% change in the interest rate on our pro forma indebtedness would change pro forma interest expense by approximately \$1.6 million for the fiscal year ended December 31, 2006. The adjustment also includes (i) the amortization of deferred financing costs over the term of the bridge loan facility of \$4.9 million, and (ii) commitment fees based on availability under the revolving credit facility of \$0.3 million. If the offer is not fully subscribed, for every 1,000,000 shares of the 13,850,000 that are not tendered, we would earn pre-tax interest income of approximately \$1.2 million for the fiscal year ended December 31, 2006 (assuming an interest rate of 4%).
- (2) Includes the impact of the estimated tax effect resulting from the pro forma adjustments at an income tax rate of 38.0%.

- (3) Reflects the reduction in the weighted average number of shares outstanding resulting from this offer and the Bain Share Repurchase.
- (4) Includes (i) \$5.0 million in excess cash from the proceeds of the bridge loan facility, and (ii) the elimination of unrealized gains of \$2.0 million, net of tax, on interest rate derivative contracts that will be settled when the existing debt under our senior secured credit facility is extinguished. If the number of shares tendered exceeds 13,850,000 and the company exercises its option to repurchase an additional 2% of the outstanding shares (approximately 1.88 million shares including additional shares repurchased from the Bain Capital Funds), the company may need to use its existing cash and cash equivalents as well as incur additional debt to pay the estimated \$56.3 million required for this repurchase based on a maximum purchase price of \$30 per share.
- (5) Includes deferred financing costs of \$24.3 million to be capitalized in connection with the bridge loan facility less the write-off of deferred financing costs of \$8.2 million attributable to the pro forma debt extinguishment through the debt tender offer and the senior debt repayment and the related income tax effects.
- (6) Includes the payment of the accrued interest on the extinguished debt and the related tax effect.
- (7) Reflects additional indebtedness issued in connection with the bridge loan facility and the debt extinguishment through the debt tender offer and the repayment of the senior secured credit facility.
- (8) Reflects the reduction in Capital Stock and Additional Paid-In Capital of \$449.3 million as a result of the repurchase of 14.98 million shares at \$30.00 per share and the impact on Retained Earnings of the payment of the debt premium, the reversal of the debt discount on the outstanding 2011 notes, the write-off of the unamortized deferred financing costs, the reversal of unrealized gains on the interest rate derivatives, and the related tax effects.”

Item 12. Exhibits.

The information contained in Item 12 of the Schedule TO and the Exhibit Index is hereby amended and supplemented to add the following:

<u>Exhibit Number</u>	<u>Description</u>
(a)(5)(C)	Supplemental Indenture dated as of February 23, 2007, among Domino’s, Inc., the Guarantors (as defined therein) and BNY Midwest Trust Company, as trustee (incorporated by reference to Exhibit 4.1 to the Domino’s Pizza, Inc. Current Report on Form 8-K filed on February 23, 2007 (the “February 23, 2007 8-K”))
(a)(5)(D)	Press Release issued by Domino’s, Inc. dated February 23, 2007 (incorporated by reference to Exhibit 99.1 to the February 23, 2007 8-K)
(a)(5)(E)	Press Release issued by Domino’s, Inc. dated February 23, 2007 (incorporated by reference to Exhibit 99.2 to the February 23, 2007 8-K)
(b)(1)	Commitment Letter, dated February 6, 2007, by and among Domino’s, Inc., Lehman Brothers Inc., Lehman Commercial Paper Inc., Merrill Lynch Commercial Finance Corp., J.P. Morgan Securities Inc. and JPMorgan Chase Bank, N.A.

SIGNATURES

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

DOMINO'S PIZZA, INC.

By: /s/ L. David Mounts

Name: L. David Mounts

Title: Executive Vice President and Chief Financial Officer

Date: February 23, 2007

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
(a)(1)(A)	Offer to Purchase, dated February 7, 2007.*
(a)(1)(B)	Letter of Transmittal (including Guidelines of the Internal Revenue Service for Certification of Taxpayer Identification Number on Substitute Form W-9).*
(a)(1)(C)	Notice of Guaranteed Delivery.*
(a)(1)(D)	Letter to Brokers, Dealers, Banks, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(E)	Letter to Clients.*
(a)(1)(F)	Letter to Participants in the Domino's Pizza 401(k) Savings Plan.*
(a)(1)(G)	Letter to Shareholders dated February 7, 2007.*
(a)(5)(A)	Form of Summary Advertisement.*
(a)(5)(B)	Press Release issued by Domino's Pizza, Inc. on February 7, 2007.*
(a)(5)(C)	Supplemental Indenture dated as of February 23, 2007, among Domino's, Inc., the Guarantors (as defined therein) and BNY Midwest Trust Company, as trustee (incorporated by reference to Exhibit 4.1 to the Domino's Pizza, Inc. Current Report on Form 8-K filed on February 23, 2007 (the "February 23, 2007 8-K"))
(a)(5)(D)	Press Release issued by Domino's, Inc. dated February 23, 2007 (incorporated by reference to Exhibit 99.1 to the February 23, 2007 8-K)
(a)(5)(E)	Press Release issued by Domino's, Inc. dated February 23, 2007 (incorporated by reference to Exhibit 99.2 to the February 23, 2007 8-K)
(b)(1)	Commitment Letter, dated February 6, 2007, by and among Domino's, Inc., Lehman Brothers Inc., Lehman Commercial Paper Inc., Merrill Lynch Commercial Finance Corp., J.P. Morgan Securities Inc. and JPMorgan Chase Bank, N.A.
(d)(1)	Stock Repurchase Agreement, dated as of February 6, 2007, by and between Domino's Pizza, Inc. and the Sellers (as defined in the Agreement).*

* Previously filed as an exhibit to the Schedule TO filed with the SEC on February 7, 2007.

LEHMAN BROTHERS INC.
745 SEVENTH AVENUE
NEW YORK, NY 10019

MERRILL LYNCH COMMERCIAL
FINANCE CORP.
4 WORLD FINANCIAL CENTER
250 VESEY STREET
NEW YORK, NY 10080

J.P. MORGAN
SECURITIES INC.
277 PARK AVENUE
NEW YORK, NY 10019

LEHMAN COMMERCIAL
PAPER INC.
745 SEVENTH AVENUE
NEW YORK, NY 10019

JPMORGAN CHASE
BANK, N.A.
270 PARK AVENUE
NEW YORK, NY 10019

February 6, 2007

Domino's, Inc.
30 Frank Lloyd Wright Drive
Ann Arbor, MI 48106
Attention: Chief Financial Officer

\$1,350,000,000 Securitization Bridge Facilities
Commitment Letter

Ladies and Gentlemen:

You have advised Lehman Brothers Inc. ("Lehman Brothers"), J.P. Morgan Securities Inc. ("JPMSI" and, together with Lehman Brothers, the "Lead Arrangers"), Merrill Lynch Commercial Finance Corp. ("MLCFC" and, together with the Lead Arrangers, the "Arrangers"), Lehman Commercial Paper Inc. ("LCPI"), JPMorgan Chase Bank, N.A. ("JPMCB") and MLCFC (together with LCPI and JPMCB, the "Initial Securitization Bridge Lenders" and, together with the Arrangers, the "Commitment Parties") that Domino's Pizza, Inc., a Delaware corporation (the "Parent") that is the parent of Domino's, Inc., a Delaware corporation (the "Borrower" or "you"), intends to repurchase shares of its outstanding common stock, par value \$.01 per share (the "Common Stock"), pursuant to an issuer tender offer (the "Repurchase Transaction") as described in the Issuer Tender Offer Statement on Schedule 13E-4 and the Offer to Purchase as set forth on Schedule TO, in each case, in the form delivered to us on the date hereof and to be filed by the Parent with the Securities and Exchange Commission on February 7, 2007 (collectively, the "Offer Documents"). All references to "dollars" or "\$" in this letter agreement and the attachments hereto (collectively, this "Commitment Letter") are references to United States dollars.

We understand that the sources of funds required to fund the Repurchase Transaction, to repay all existing indebtedness of the Borrower (other than indebtedness set forth on Schedule A) (the “Refinancing”), to pay fees and expenses in connection with the Transactions (as defined below) and to provide for ongoing working capital requirements of the Borrower and its subsidiaries following the Transactions will include:

- securitization bridge facilities consisting of a secured multiple draw securitization bridge term loan facility to the Borrower of up to \$1,250,000,000 (the “Securitization Bridge Term Loan Facility”), together with a securitization bridge revolving credit facility to the Borrower of \$100,000,000 (the “Securitization Bridge Revolving Credit Facility” and, together with the Securitization Bridge Term Loan Facility, the “Securitization Bridge Facilities”), as described in the Summary of Terms of Securitization Bridge Facilities attached hereto as Annex I (the “Securitization Bridge Term Sheet”); provided that the Commitments (as defined below) may be reduced by the Arrangers by the aggregate principal amount of the 8 1/4% Senior Subordinated Notes that remain outstanding as of the Closing Date following a tender offer for the 8 1/4% Senior Subordinated Notes and have been covenant defeased in a manner reasonably satisfactory to the Arrangers).

No other financing will be required for the uses described above. As used herein, the term “Transactions” means the Repurchase Transaction, the Refinancing, the initial borrowings under the Securitization Bridge Facilities and the payments of fees and expenses in connection with each of the foregoing.

The parties contemplate that the Securitization Bridge Facilities will be repaid in full with the proceeds of the sale of securitized debt securities (a “Securitization”), whereupon the Commitments (as defined below) shall terminate.

Commitments.

You have requested that Lehman Brothers agree to structure and the Arrangers agree to arrange and syndicate the Securitization Bridge Facilities and that the Initial Securitization Bridge Lenders commit to provide or cause one or more of their respective affiliates to provide the Securitization Bridge Facilities.

Lehman Brothers is pleased to advise that it is willing to act as sole structuring advisor, joint lead arranger (left) and joint bookrunner (left) for the Securitization Bridge Facilities. JPMSI is pleased to advise that it is willing to act as joint lead arranger and joint bookrunner for the Securitization Bridge Facilities. MLCFC is pleased to advise that it is willing to act as co-arranger and joint bookrunner for the Securitization Bridge Facilities. Furthermore, LCPI is pleased to advise you of its commitment to provide or cause one or more of its affiliates to provide 60% of the Securitization Bridge Facilities, JPMCB is pleased to advise you of its commitment to provide or cause one or more of its affiliates to provide 25% of the Securitization Bridge Facilities and MLCFC is pleased to advise you of its commitment to provide or cause one or more of its affiliates to provide 15% of the Securitization Bridge Facilities, in each case on a several, and not joint, basis, upon the terms and subject to the conditions set forth in this Commitment Letter (collectively, the “Commitments”). You agree that the closing date of the Repurchase Transaction and the concurrent closing of the Securitization Bridge Facilities (the “Closing Date”) shall not occur until the terms and conditions hereof and in the Securitization Bridge Term Sheet and the Conditions to Closing set forth in Annex II hereto (the “Conditions Annex”) (including the conditions to initial funding) have been satisfied or waived.

Syndication.

It is agreed that (i) Lehman Brothers will act as sole structuring advisor for the Securitization Bridge Facilities, (ii) Lehman Brothers (on the left) and JPMSI will act as the exclusive joint lead arrangers for the Securitization Bridge Facilities, (iii) Lehman Brothers, JPMSI and MLCFC will act as the exclusive joint bookrunning managers for the Securitization Bridge Facilities, (iv) MLCFC will act as a co-arranger for the Securitization Bridge Facilities, (v) LCPI will act as sole and exclusive administrative agent for the Securitization Bridge Facilities, (vi) JPMSI will act as sole and exclusive syndication agent for the Securitization Bridge Facilities, (vii) MLCFC will act as sole and exclusive documentation agent for the Securitization Bridge Facilities and (viii) each of

the Commitment Parties will, in such capacities, perform the duties and exercise the authority customarily associated with such roles. Lehman Brothers shall have the right to “left side” designation and JPMSI shall have right to “right side” designation in all marketing materials for the Securitization Bridge Facilities. No other agents, co-agents, arrangers or bookrunners will be appointed and no Securitization Bridge Lender (as defined below) will receive compensation with respect to any of the Securitization Bridge Facilities outside the terms contained herein and in the letter or letters of even date herewith addressed to you providing, among other things, for certain fees relating to the Securitization Bridge Facilities (the “Fee Letters”) in order to obtain its commitment to participate in such Securitization Bridge Facilities.

The Initial Securitization Bridge Lenders reserve the right, prior to or after execution of the Bridge Documentation (as defined in the Conditions Annex), to syndicate all or a portion of their Commitments to one or more institutions in consultation with you and reasonably acceptable to you that will become parties to the Bridge Documentation (the Initial Securitization Bridge Lenders and the institutions becoming parties to the Bridge Documentation, the “Securitization Bridge Lenders”); provided, however, that any assignment of its Commitment prior to the Closing Date will not reduce the obligations of an Initial Securitization Bridge Lender to fund its Commitment on the Closing Date (to the extent that loans thereunder are borrowed on the Closing Date) in the event any assignee thereof fails to do so. In addition, in the event an Initial Securitization Bridge Lender funds a portion of its Commitment, it shall have the right without your further consent to syndicate all or part of such funded portion of its Commitment to one or more institutions selected by such Initial Securitization Bridge Lender.

Without limitation of the preceding two paragraphs, Lehman Brothers will, in consultation with you and the other Arrangers, manage all aspects of the syndication of the Securitization Bridge Facilities, including selection of additional Securitization Bridge Lenders, determination of when the Arrangers will approach potential additional Securitization Bridge Lenders, any naming rights (except as set forth above), the final allocations of the Commitments in respect of the Securitization Bridge Facilities among the additional Securitization Bridge Lenders and the amount and distribution of fees among the Securitization Bridge Lenders. To assist Lehman Brothers in its syndication efforts, you agree that you will, and will cause your representatives and advisors to, (a) prepare and provide all financial and other information as we may reasonably request with respect to you, your subsidiaries and the Transactions, (b) use diligent and commercially reasonable best efforts to ensure that such syndication efforts benefit from your and your subsidiaries’ existing lending relationships, (c) make available to prospective Securitization Bridge Lenders your and your subsidiaries’ senior management, both at reasonable times and locations to be mutually agreed upon, (d) host, with Lehman Brothers, one or more meetings with prospective Securitization Bridge Lenders under each of the Securitization Bridge Facilities, (e) assist Lehman Brothers in the preparation of one or more confidential information memoranda and other marketing materials to be used in connection with the syndication of each of the Securitization Bridge Facilities which are customary for syndication of such facilities and (f) use commercially reasonable best efforts to obtain, at your expense, and to the extent deemed necessary by the Arrangers in their sole discretion, monitored public ratings of the Borrower and the Securitization Bridge Facilities from Moody’s Investors Service, Inc. (“Moody’s”) and Standard & Poor’s Ratings Group (“S&P”) and to participate in the process of securing such ratings, including having your senior management meet with such rating agencies.

Information.

You hereby represent that (a) all information (other than financial projections (the “Projections”)) that has been or will be made available to the Initial Securitization Bridge Lenders by you or any of your representatives in connection with the Transactions (the “Information”), when taken as a whole, is, and in the case of Information made available after the date hereof will be, when furnished, true and correct in all material respects and does not and will not, when furnished, contain any untrue statement of a material fact or

omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, as such information is supplemented or updated, and (b) the Projections that have been or will be made available to the Arrangers by you or any of your representatives in connection with the Transactions have been or, in the case of Projections made available after the date hereof, will be prepared in good faith based upon assumptions believed by you to be reasonable at the time made, it being understood that projections are, by their nature, inherently uncertain and actual results may vary materially from the Projections. You agree to supplement the Information and the Projections from time to time until the Closing Date so that the representations in the preceding sentence remain correct. You acknowledge that the Initial Securitization Bridge Lenders and the Arrangers may share with any of their affiliates, and such affiliates may share with the Initial Securitization Bridge Lenders and the Arrangers, any information related to your business, or the business any of your subsidiaries or affiliates (including, without limitation, in each case information relating to creditworthiness) and the Transactions to the extent necessary or advisable to perform the obligations of the Initial Securitization Bridge Lenders and the Arrangers hereunder.

Fees and Expenses.

As consideration for the Commitments of the Initial Securitization Bridge Lenders hereunder with respect to the Securitization Bridge Facilities and the agreement of Lehman Brothers to structure and the Arrangers to arrange and syndicate the Securitization Bridge Facilities, you agree to pay, or cause to be paid, to the Initial Securitization Bridge Lenders the fees and expenses set forth in the Securitization Bridge Term Sheet and the Fee Letter on the dates set forth in the Securitization Bridge Term Sheet and the Fee Letter.

Conditions.

The several commitments of the Initial Securitization Bridge Lenders and obligations of the Arrangers hereunder with respect to each of the Securitization Bridge Facilities are subject to the following conditions: (i) there not having occurred, since December 31, 2005 (the date of your most recent audited financial statements delivered to the Arrangers as of the date hereof), a Material Adverse Effect (as defined below), (ii) the Arrangers having a period of not less than 25 days after the commencement of the syndication process (as measured from the date of receipt of marketing materials reasonably satisfactory to the Arrangers) to market and syndicate the Securitization Bridge Facilities, (iii) your using diligent and commercially reasonable best efforts to obtain (A) monitored public ratings for the Securitization Securities from each of S&P and Moody's and (B) from MBIA or another monoline insurance company reasonably acceptable to Lehman Brothers a surety bond with respect to those Securitization Securities with shadow ratings of BBB- and Baa3 or higher from S&P and Moody's, respectively (it being understood that the actual obtaining of such ratings and surety bond will not be a condition to the funding of the Securitization Bridge Facilities) and (iv) the other conditions set forth in either Securitization Bridge Term Sheet or the Conditions Annex having been satisfied or waived. The terms of the Securitization Bridge Documentation shall be in a form such that they do not impair the availability of the Securitization Bridge Facilities on the Closing Date if the conditions set forth in this Commitment Letter are satisfied. For purposes hereof, "Material Adverse Effect" means any event, circumstance, development, change or effect that, individually or in the aggregate with all other events, circumstances, developments, changes and effects is or would be materially adverse to (i) the business, operations, assets or condition (financial or otherwise) of the Parent, the Borrower and its subsidiaries taken as a whole (other than as a result of war, terrorism, natural catastrophe or general economic conditions), (ii) the legal ability of the Parent, the Borrower and its subsidiaries to perform their obligations under the Securitization Bridge Documentation, this Commitment Letter, the Fee Letter or the Offer Documents or (iii) the rights and remedies of the Arrangers or the Securitization Bridge Lenders under Securitization Bridge Documentation, this Commitment Letter or the Fee Letter.

Clear Market.

From the date of this Commitment Letter until the earlier of 365 days after the Closing Date and our completion of syndication of the Securitization Bridge Facilities (as reasonably determined by Lehman Brothers and notified in writing to you), you will ensure that no debt or preferred equity financing (other than (i) the Securitization Bridge Facilities, the Securitization and the other debt financings to otherwise finance or refinance the purchase price to be paid in connection with the Repurchase Transaction or to refinance the Securitization Bridge Facilities or any other indebtedness incurred, issued or assumed in connection with the Repurchase Transaction and (ii) preferred equity that (A) is not mandatorily redeemable or required to be repurchased, and does not provide for cash interest or dividend payments at any time, on or prior to the date that is five and one half years after the Closing Date and (B) is not convertible into or exchangeable for debt) for you or any of your subsidiaries is announced, syndicated or placed without the prior written consent of the Arrangers if such financing, syndication or placement would have, in the reasonable judgment of Lehman Brothers, a detrimental effect upon such syndication; provided, that, in any event, you will provide Lehman Brothers with not less than 30 days' prior written notice of any such debt or any equity financing to be commenced during such period and Lehman Brothers will promptly provide JPMSI and MLCFC with copies of any such notice.

Indemnity.

You hereby agree to indemnify and hold harmless each of the Initial Securitization Bridge Lenders, the Arrangers, the other Securitization Bridge Lenders and each of their respective affiliates and all their respective officers, directors, partners, trustees, employees, shareholders, advisors, agents, attorneys and controlling persons and each of their respective heirs, successors and assigns (each, an "Indemnified Person") from and against any and all losses, claims, damages and liabilities to which any Indemnified Person may become subject arising out of or in connection with this Commitment Letter, the Securitization Bridge Facilities, the use of the proceeds therefrom, the Repurchase Transaction, any of the other transactions contemplated by this Commitment Letter or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, and to reimburse each Indemnified Person promptly upon demand for all reasonable legal and other expenses reasonably incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein) (provided that all Indemnified Persons shall use a single counsel except to the extent that conflicts of interest require additional counsel); provided, however, that no Indemnified Person will be entitled to indemnity hereunder in respect of any loss, claim, damage, liability or expense to the extent that it resulted directly (A) from the gross negligence or willful misconduct of such Indemnified Person or any of its related parties as determined by a final and nonappealable decision of a court of competent jurisdiction or (B) from a dispute among lenders that does not involve the Borrower or its shareholders. In no event will any Indemnified Person be liable on any theory of liability for indirect, special or consequential damages, lost profits or punitive damages as a result of any failure to fund any of the Securitization Bridge Facilities contemplated hereby or otherwise in connection with the Securitization Bridge Facilities. No Indemnified Person will be liable for any damages arising from the use by unauthorized persons of information, projections or other materials sent through electronic, telecommunications or other information transmission systems that are intercepted by unauthorized persons, except to the extent such damages resulted directly from the gross negligence or willful misconduct of such Indemnified Person or any of its related parties as determined by a final and nonappealable decision of a court of competent jurisdiction.

You further agree that, without the prior written consent of each of the Commitment Parties, which consent will not be unreasonably withheld, you will not enter into any settlement of a lawsuit, claim or other proceeding arising out of this Commitment Letter or the transactions contemplated by this Commitment Letter unless such settlement includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Persons.

Each of the Commitment Parties and you agrees that if any indemnification or reimbursement sought pursuant to this Section is judicially determined to be unavailable for a reason other than the gross negligence or willful misconduct of such Indemnified Person or any of its related parties, then you will contribute to the amount paid or payable by the Commitment Parties as a result of such losses, claims, damages, liabilities and expenses for which such indemnification or reimbursement is held unavailable (i) in such proportion as is appropriate to reflect the relative benefits to you, on the one hand, and the Commitment Parties, as the case may be, on the other hand, in connection with the transactions to which such indemnification or reimbursement relates, or (ii) if the allocation provided by clause (i) above is judicially determined not to be permitted, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of you, on the one hand, and the Commitment Parties, as the case may be, on the other hand, as well as any other equitable considerations; provided, however, that upon execution of the definitive documentation with respect to the Securitization Bridge Facilities reasonably satisfactory to the Commitment Parties the indemnification provisions contained therein shall supersede those contained herein.

Confidentiality.

This Commitment Letter is furnished for your benefit, and may not be relied on by any other person or entity. This Commitment Letter is entered into upon the condition that neither the existence of this Commitment Letter, the Securitization Bridge Term Sheet, the Conditions Annex, the Fee Letter, nor any of their contents be disclosed by you or any of your affiliates, directly or indirectly, to any other person, except that such existence and contents may be disclosed (i) as may be compelled in a judicial or administrative proceeding or as otherwise required by law or the Securities and Exchange Commission or other governmental authority having jurisdiction over you or such affiliate and (ii) to your affiliates, and your and your affiliates' respective directors, officers, employees, advisors and agents, in each case on a confidential and "need-to-know" basis and only in connection with the transactions contemplated hereby, and as reasonably required for the syndication. In addition, this Commitment Letter may be disclosed to any ratings agencies or any monoline insurance company or other provider of credit enhancement, in each case on a confidential and "need-to-know" basis and only in connection with the transactions contemplated hereby.

The Initial Securitization Bridge Lenders, the Arrangers and their respective affiliates shall use all nonpublic information received by them from or on behalf of you in connection with this Commitment Letter and the related transactions solely for the purposes of providing the services that are the subject of this Commitment Letter and shall treat confidentially all such information; provided, however, that nothing herein shall prevent the Initial Securitization Bridge Lenders, the Arrangers and their respective affiliates from disclosing any such information to (a) rating agencies, (b) any Securitization Bridge Lenders or participants or prospective Securitization Bridge Lenders or participants (provided that any such Securitization Bridge Lender or prospective Securitization Bridge Lender is advised of its obligation to retain such information as confidential), (c) in any legal, judicial, administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations (in which case the applicable Initial Securitization Bridge Lender, Arranger or affiliate shall promptly notify you, to the extent reasonably practicable

and lawfully permitted to do so, provided that the failure to provide such notice shall not limit such person's right to provide such disclosure in accordance herewith), (d) upon the request or demand of any regulatory authority having jurisdiction over an Initial Securitization Bridge Lender, an Arranger or any of their respective affiliates (in which case the applicable Initial Securitization Bridge Lender, Arranger or affiliate shall promptly notify you, to the extent reasonably practicable and lawfully permitted to do so, provided that the failure to provide such notice shall not limit such person's right to provide such disclosure in accordance herewith), (e) to the employees, legal counsel, independent auditors, professionals and other experts or agents of the Initial Securitization Bridge Lenders, the Arrangers and their respective affiliates who need to know such information and are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (f) to any of their respective affiliates (provided that any such affiliate is advised of its obligation to retain such information as confidential, and the applicable Initial Securitization Bridge Lender, Arranger or affiliate shall be responsible for its affiliates' compliance with this paragraph) in connection with this Commitment Letter and the related transactions, (g) to the extent any such information becomes publicly available other than by reason of disclosure by such person and (h) for purposes of establishing a "due diligence" defense.

Other Services.

You acknowledge that the Initial Securitization Bridge Lenders and their respective affiliates (the term "Initial Securitization Bridge Lenders" as used below in this paragraph being understood to include such affiliates) may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you or your subsidiaries may have conflicting interests regarding the transactions described herein and otherwise. No Initial Securitization Bridge Lender will use confidential information obtained from you or furnished on your behalf by virtue of the transactions contemplated by this Commitment Letter or its other relationships with you in connection with the performance by such Initial Securitization Bridge Lender of services for other companies, and no Securitization Bridge Lender will furnish any such information to other companies. You also acknowledge that an Initial Securitization Bridge Lender has no obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you or any of your affiliates, confidential information obtained from other companies. You further acknowledge that each of the Arrangers is a full service securities firm and it and each Initial Securitization Bridge Lender may from time to time effect transactions, for their own or their affiliates' account or the account of customers, and hold positions in loans, securities or options on loans or securities of the Borrower and its affiliates and other companies that may be the subject of the transactions contemplated by this Commitment Letter.

Governing Law, Etc.

This Commitment Letter and the commitment of the Securitization Bridge Lenders shall not be assignable by you without the prior written consent of the Initial Securitization Bridge Lenders and the Arrangers, and any purported assignment without such consent shall be void. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the Initial Securitization Bridge Lenders, each of the Arrangers and you. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or electronic photocopy (i.e., "pdf") shall be effective as delivery of a manually executed counterpart of this Commitment Letter. Headings are for convenience only. This Commitment Letter is intended to be for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto, the Securitization Bridge Lenders and, with respect to the indemnification provided under the heading "Indemnity," each Indemnified

Person. **This Commitment Letter shall be governed by, and construed in accordance with, the laws of the State of New York. Any right to trial by jury with respect to any claim or action arising out of this Commitment Letter is hereby waived.** The parties hereto hereby submit to the non-exclusive jurisdiction of the federal and New York State courts located in The City of New York (and appellate courts thereof) in connection with any dispute related to this Commitment Letter or any of the matters contemplated hereby. The parties hereto irrevocably and unconditionally waive any objection to the laying of such venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction the party subject to such judgment is or may be subject by suit upon judgment.

Compliance and Patriot Act.

We hereby notify you that pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "Patriot Act"), the Initial Securitization Bridge Lenders, the Arrangers and the Securitization Bridge Lenders are required to obtain, verify and record information that identifies the Borrower, which information includes the name, address and tax identification number of the Borrower and other information regarding the Borrower that will allow such Initial Securitization Bridge Lender, such Arranger, or such Lender to identify the Borrower in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective as to each Initial Securitization Bridge Lender, each Arranger and the Securitization Bridge Lenders. The Borrower and each of the Guarantors (as defined in Annex I hereto) agree to provide, at least five days prior to the Closing Date, the documentation and other information to the Administrative Agent (as defined in Annex I hereto) that is required by regulatory authorities under applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the Patriot Act.

* * *

Please indicate your acceptance of the terms hereof and of the Term Sheet, the Conditions Annex and the Fee Letter by returning to us executed counterparts of this Commitment Letter and the Fee Letter not later than 5:00 p.m., New York City time, on February 9, 2007. This offer will automatically expire at such time if we have not received such executed counterparts of the Commitment Letter and the Fee Letter in accordance with the preceding sentence. If you do so execute and deliver to the Commitment Parties, this Commitment Letter and the Fee Letter, each Initial Securitization Bridge Lender agrees to hold its Commitments available for you until the earliest of (i) the termination of the Offer Documents, (ii) the consummation of the Repurchase Transaction without utilization of the Securitization Bridge Facilities and (iii) 5:00 p.m., New York City time, on April 30, 2007, at which time the Commitments shall expire. The compensation, expense reimbursement, confidentiality, indemnification and governing law and forum provisions hereof and in the Securitization Bridge Term Sheet and the Fee Letter shall survive termination of this Commitment Letter (or any portion hereof) or the commitments of the Securitization Bridge Lenders hereunder. The provisions under the headings "Syndication" and "Clear Market" above shall survive the execution and delivery of the Bridge Documentation.

[Signature Page Follows]

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

LEHMAN COMMERCIAL PAPER INC.

By: /s/ Jeff Ogden

Name: Jeff Ogden

Title: Managing Director

LEHMAN BROTHERS INC.

By: /s/ Jeff Ogden

Name: Jeff Ogden

Title: Managing Director

J.P. MORGAN SECURITIES INC.

By: /s/ Marquis Gilmore

Name: Marquis Gilmore

Title: Vice President

JPMORGAN CHASE BANK, N.A.

By: /s/ Christine Herrick

Name: Christine Herrick

Title: Vice President

MERRILL LYNCH COMMERCIAL FINANCE CORP.

By: /s/ Joseph Magnus

Name: Joseph Magnus

Title: Director

Accepted and agreed to as of
the date first written above:

DOMINO'S, INC.

By: /s/ L. David Mounts
Name: L. David Mounts
Title: EVP and CFO



ROPES & GRAY LLP
ONE INTERNATIONAL PLACE BOSTON, MA 02110-2624 617-951-7000 F 617-951-7050
BOSTON NEW YORK PALO ALTO SAN FRANCISCO WASHINGTON, DC www.ropesgray.com

February 23, 2007

Craig E. Marcus
(617) 951-7802
craig.marcus@ropesgray.com

VIA EDGAR

Securities and Exchange Commission
Division of Corporation Finance
100 F Street, N.E.
Washington, D.C. 20549-3628

Attention: Adé K. Heyliger
Pam Carmody

Re: SEC Comment Letter dated February 16, 2007
Domino's Pizza, Inc.
Schedule TO-I filed February 7, 2007
File Number 005-80414

Ladies and Gentlemen:

Set forth below are the comments of the staff (the "Staff") of the Securities and Exchange Commission (the "Commission") contained in your letter dated February 16, 2007 relating to the tender offer statement on Schedule TO (the "Schedule TO") filed by Domino's Pizza, Inc. (the "Company") with the Commission on February 7, 2007. Immediately below each comment is the response of the Company with respect thereto. The Company is contemporaneously filing an amendment to the Schedule TO containing the changes described herein as well as certain other updated information. The Company has authorized us to make the following statements on its behalf:

Offer to Purchase

7. Conditions of the Offer, page 24

COMMENT 1

It is our position that a material change in the offer occurs when the offer becomes fully financed (i.e., the financing conditions have been satisfied) and that, accordingly, five days must remain in the offer or the offer must be extended upon the satisfaction of the financing condition. Please advise of your intent in this regard. We may have further comment.

RESPONSE TO COMMENT 1

The Company supplementally advises the Staff that the Company's wholly-owned subsidiary, Domino's, Inc., has entered into a commitment letter with Lehman Brothers Inc., Lehman Commercial Paper Inc., Merrill Lynch Commercial Finance Corp., J.P. Morgan Securities Inc. and JPMorgan Chase Bank, N.A., dated February 6, 2007 (the "Commitment Letter"), with respect to the bridge loan facility. The Commitment Letter has been filed as Exhibit (b)(1) to the Schedule TO and disclosed in the Offer to Purchase, which is filed as Exhibit (a)(1)(A) to the Schedule TO. The bridge loan facility contemplates term loan borrowings of up to \$1.25 billion, which will provide the Company with funds sufficient to (i) purchase the shares of the Company's common stock tendered in the tender offer, (ii) permit Domino's, Inc. to purchase the Domino's, Inc. 8¹/₄% senior subordinated notes due 2011 and pay for consents tendered pursuant to the debt tender offer for such notes, (iii) repay all outstanding borrowings under the Company's existing senior secured credit facility, and (iv) pay related fees and expenses.

While the Staff's comment suggests that the satisfaction (as opposed to the waiver) of the Company's financing condition as currently set forth in the Offer to Purchase would constitute a material change to the tender offer that would require the tender offer to remain open for at least five business days after such satisfaction, the Company notes that the Staff has long recognized a distinction between legally binding commitment letters and non-binding financial arrangements. Unlike tender offers containing a "true" financing condition (i.e., where there is only a non-binding financial arrangement or no financial arrangement at all), the Company's tender offer was commenced with a fully underwritten and legally binding commitment in place to provide the funds necessary to, among other things, purchase the shares tendered in the tender offer, purchase the senior subordinated notes tendered in the debt tender offer, repay all outstanding borrowings under the Company's existing senior secured credit facility and pay related fees and expenses. The Company respectfully submits that it already has "committed" financing, described in detail in Item 9 of the Offer to Purchase, and that therefore the condition currently set forth in the Offer to Purchase refers, in effect, to a more limited "funding" condition. The Company acknowledges that the waiver (as opposed to satisfaction) of the funding condition would be a material change to the tender offer and that such a waiver would require disclosure to shareholders to allow sufficient time for them to evaluate the information (which may require an extension of the tender offer depending on when the disclosure occurs).

By disclosing the Commitment Letter in the Offer to Purchase and by filing it as an exhibit, the Company has identified its source of financing, disclosed its material terms and conditions to shareholders and made clear that it is prepared to borrow the funds from such financing source necessary to consummate the tender offer on the terms described in the Commitment Letter. In other words, the Company's financing is effectively only conditioned upon the satisfaction of the conditions to funding described in Section 9 of the Offer to Purchase and other customary conditions. In addition, closing of the tender offer is subject to the conditions set forth in Section 7 of the Offer to Purchase.

In the event that the tender offer is required to remain open for five business days after satisfaction of the funding condition, the Company would be required to either (1) waive, in advance, the condition that the lenders fund the committed financing, as the Company expects to obtain the funds only upon and simultaneously with the Company's acceptance for payment of shares tendered in the tender offer, or (2) borrow, under the bridge loan facility, \$415.5 million five business days in advance of the expiration of the tender offer, even though it would not yet know the number of shares tendered or whether any of the other conditions to the tender offer will be satisfied. If required to waive the funding condition, the Company would need to put itself at risk that, for whatever reason, the lenders do not, in fact, make such financing available. If required to draw funds in advance, the Company would need to borrow (and pay interest on) the maximum amount of funds that would be needed to purchase the maximum number of shares that could be accepted in the tender offer in advance of knowing the number of shares tendered or whether any of the other conditions to the tender offer have been satisfied. The Company respectfully submits that there is no reason that the Company should bear the risk that the lenders fail to fund the committed financing nor should the Company be required to borrow funds five or more business days in advance of the Company's acceptance for payment of shares tendered in the tender offer, which would be both costly and impractical. The Company's funding condition is similar to conditions to a tender offer (such as a minimum share condition if there had been one) which, by their terms, can only be satisfied at the expiration of the offer.

To the extent that the Staff is concerned that shareholders possess all material information necessary to make an informed decision about whether to tender, the Company can confirm that it expects to enter into definitive financing agreements on terms materially consistent with those described in the Commitment Letter, which are in turn described in the Offer to Purchase. As long as the Company executes definitive financing agreements on terms materially consistent with the Commitment Letter, the Company's execution of the definitive agreements would not be a material change to facts already disclosed in the Offer to Purchase. However, if the Company executes definitive financing agreements the terms of which differ materially from what is contemplated by the Commitment Letter and what has been disclosed in the Offer to Purchase, then the Company acknowledges that it would need to ensure that the tender offer is open for sufficient additional time after the date of the disclosure of the material change (which may require an extension of the tender offer depending on when the disclosure occurs).

In sum, the Company believes that shareholders have already been informed that the Company has committed financing and have been provided a summary of the material terms of, and conditions to, such financing. The Company respectfully submits that shareholders do not need five business days to evaluate the fact that committed financing has been provided pursuant to a prior binding commitment on terms and conditions materially consistent with those previously disclosed.

COMMENT 2

We refer you to your disclosure in the first paragraph of this subsection and in numbered paragraph (1). Please note that you may terminate the Offer if any of the described events occur prior to Expiration, not “prior to the time of payment of any shares.” Please revise accordingly.

RESPONSE TO COMMENT 2

Item 7 of the Schedule TO has been revised in response to this comment.

The Company has authorized us to acknowledge on its behalf that (1) the Company is responsible for the adequacy and accuracy of the disclosure in the Schedule TO, (2) Staff comments or changes to the Schedule TO in response to Staff comments do not foreclose the Commission from taking any action with respect to the Schedule TO and (3) it is the Staff’s view that the Company may not assert Staff comments as a defense in any proceeding initiated by the Commission or any person under the federal securities laws of the United States.

If you have any further questions or comments, or if you require any additional information, please contact the undersigned at (617) 951-7802 or Jane D. Goldstein of our offices at (617) 951-7431.

Very truly yours,

/s/ Craig E. Marcus

Craig E. Marcus

cc: David A. Brandon
Elisa D. Garcia C., Esq.
Jane D. Goldstein, Esq.