

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

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SCHEDULE 13D  
UNDER THE SECURITIES EXCHANGE ACT OF 1934  
-----

DAVE & BUSTER'S, INC.  
(Name of Issuer)

Common Stock, par value \$0.01 per share  
(Title of Class of Securities)

23833N104  
(CUSIP Number)

Simon Moore  
D&B Acquisition Sub, Inc.  
c/o Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York, New York 10166  
(212) 351-4000

(Name, Address and Telephone Number of Person Authorized  
to Receive Notices and Communications)

July 12, 2002  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box. [ ]

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes.)

-----  
(1) Name of Reporting Persons:  
I.R.S. Identification Nos. of above persons (entities only):

D&B Acquisition Sub, Inc.  
71-0891993

-----  
(2) Check the Appropriate Box if a Member of a Group (See Instructions)  
(a) [ ]  
(b) [ ]

-----  
(3) SEC Use Only:

-----  
(4) Source of Funds (See Instructions):  
00

-----  
(5) Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items  
2(d) or 2(e): [ ]

-----  
(6) Citizenship or Place of Organization:  
Missouri

-----  
NUMBER OF SHARES  
BENEFICIALLY OWNED  
BY EACH REPORTING  
PERSON WITH

(7) Sole Voting Power  
0

-----  
(8) Shared Voting Power  
1,106,400

-----  
(9) Sole Dispositive Power  
0

-----  
(10) Shared Dispositive Power  
1,106,400  
-----

(11) Aggregate Amount Beneficially Owned by Each Reporting Person:  
1,106,400

-----  
(12) Check Box if the Aggregate Amount in Row (11) Excludes Certain  
Shares (See Instructions): [ ]

-----  
(13) Percent of Class Represented by Amount in Row (11):  
8.2%

-----  
(14) Type of Reporting Person (See Instructions):

C0  
-----

-----  
(1) Name of Reporting Persons:  
I.R.S. Identification Nos. of above persons (entities only):  
  
D&B Holdings I, Inc. 71-0891992  
-----

(2) Check the Appropriate Box if a Member of a Group (See Instructions)  
(a)   
(b)   
-----

(3) SEC Use Only:  
-----

(4) Source of Funds (See Instructions):  
00  
-----

(5) Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items  
2(d) or 2(e):   
-----

(6) Citizenship or Place of Organization:  
Delaware  
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|                    |                               |
|--------------------|-------------------------------|
| NUMBER OF SHARES   | (7) Sole Voting Power         |
| BENEFICIALLY OWNED | 0                             |
| BY EACH REPORTING  | -----                         |
| PERSON WITH        | (8) Shared Voting Power       |
|                    | 1,106,400                     |
|                    | -----                         |
|                    | (9) Sole Dispositive Power    |
|                    | 0                             |
|                    | -----                         |
|                    | (10) Shared Dispositive Power |
|                    | 1,106,400                     |

(11) Aggregate Amount Beneficially Owned by Each Reporting Person:  
1,106,400  
-----

(12) Check Box if the Aggregate Amount in Row (11) Excludes Certain  
Shares (See Instructions):   
-----

(13) Percent of Class Represented by Amount in Row (11):  
8.2%  
-----

(14) Type of Reporting Person (See Instructions):  
  
C0  
-----

## ITEM 1. SECURITY AND ISSUER

This statement on Schedule 13D (this "Schedule 13D") relates to the common stock, par value \$0.01 per share (the "Shares"), of Dave & Buster's, Inc., a Missouri corporation (the "Company"). The principal executive offices of the Company are located at 2481 Manana Drive, Dallas, Texas 75220.

Responses to each item of this Schedule 13D are qualified in their entirety by the Exhibits filed hereto.

## ITEM 2. IDENTITY AND BACKGROUND

The names of the persons filing this Statement are D&B Holdings I, Inc., a Delaware corporation ("Parent") formed at the direction of Investcorp S.A., and D&B Acquisition Sub, Inc., a newly-formed Missouri corporation and wholly-owned subsidiary of Parent ("Purchaser", and together with Parent, the "Reporting Persons"). The principal business address of Parent and Purchaser is c/o Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166. Investcorp S.A. ("Investcorp") is a Luxembourg corporation with principal executive offices located at 37 rue Notre-Dame, Luxembourg. Purchaser was formed at the direction of Parent solely for the purpose of effecting the merger described below in Item 5 and the transactions related to the merger. Purchaser has not engaged in any business except in furtherance of this purpose. Parent was formed at the direction of Investcorp solely for the purpose of financing and effecting the merger described below in Item 5 and the transactions related to the merger. Parent has not engaged in any business except in furtherance of this purpose. Investcorp is a Luxembourg corporation which, through its subsidiaries, acts as a principal and intermediary in international investment transactions.

All other information regarding the Reporting Persons required by this Item 2 may be found in the sections entitled "Directors and Officers of Purchaser and Other Persons" and "Directors and Executive Officers of Investcorp" on Schedule I of the Offer to Purchase dated June 4, 2002, and filed by Purchaser as Exhibit (a)(1) of Schedule TO-T filed on June 4, 2002, as amended, which is hereby incorporated by reference.

Neither listed Reporting Person nor, to the best of their knowledge, any person enumerated in Instruction C has been convicted in any criminal proceedings during the last five years and none of Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction during the last five years.

## ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

As described in Item 5 below, the Reporting Persons have been granted an irrevocable proxy for the purpose of voting the Shares covered by the Voting Agreements (as defined below) but have not purchased any Shares. No consideration was paid in connection with the execution and delivery of the Voting Agreements.

## ITEM 4. PURPOSE OF THE TRANSACTION

The purpose of the transaction is to acquire all of the outstanding equity of the Company. On May 30, 2002, Parent, Purchaser and the Company entered into an Agreement and Plan of Merger, amended by a First Amendment to Agreement and Plan of Merger by and among the Company, Parent and Purchaser dated as of July 12, 2002 (as amended, the "Merger Agreement"). The Merger Agreement provides, among other things and as stated in the Merger Agreement, for the merger (the "Merger") of Purchaser with and into the Company, with the Company continuing as the surviving corporation. Purchaser commenced a tender offer for all of the outstanding Shares pursuant to the terms of the Merger Agreement on June 4, 2002 (the "Tender Offer"). The Tender Offer expired and was terminated on July 9, 2002. No shares were accepted for payment by Purchaser upon expiration of the Tender Offer.

On July 12, 2002 the Company agreed with Parent and Purchaser to seek the approval of the Company's shareholders to proceed with the Merger. The Company intends to file a proxy statement as soon as practicable with respect to the shareholder vote. Pursuant to the terms of the Merger Agreement, upon consummation of the Merger each validly issued and outstanding Share, other than those shares held in the Company's treasury or by the Reporting Persons and those shares owned by Company shareholders who have properly exercised their right to dissent from the Merger, will be converted into the right to receive \$13.50 per share in cash.

On July 12, 2002, the Reporting Persons entered into voting agreements (the "Voting Agreements") with Courage Capital Management LLC, Rutabaga Capital Management and Yale University (the "Executing Shareholders") with respect to

Shares over which the Executing Shareholders hold the power to vote. The Executing Shareholders are three of the largest institutional holders of Shares who did not tender their Shares in the Tender Offer and hold in the aggregate 1,106,400 Shares. Pursuant to the Voting Agreements, each Executing Shareholder (i) agrees to vote all of its Shares in favor of approval of the Merger at any stockholder meeting called for such purpose; (ii) appoints Steven G. Puccinelli and Simon Moore, both officers of Parent and Purchaser, as proxies to vote all Shares on behalf of the Executing Shareholders at any meeting of the Company shareholders; and (iii) agrees to obtain a letter

substantially in the form of the Voting Agreements in the event of any transfer of the Shares governed by the Voting Agreement. The Voting Agreements shall terminate and the Proxies expire upon the earlier of any termination of the Merger Agreement including termination by the Company in order to accept a Superior Proposal (as defined in the Merger Agreement) or the consummation of the Closing (as defined in the Merger Agreement). Copies of the Voting Agreements are filed herewith as Exhibits 3, 4 and 5.

Additional information concerning the Merger, the Company and the Reporting Persons may be found in the Offer to Purchase dated June 4, 2002, and filed as Exhibit (a)(1) of Schedule TO-T filed with the Commission by Purchaser on June 4, 2002, and in the Form 8-K filed by the Company on July 16, 2002, which are hereby incorporated by reference.

#### ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) Each of the Reporting Persons has been granted irrevocable proxies (the "Proxies") for an aggregate of 1,106,400 Shares constituting 8.2% of the outstanding Shares pursuant to the Voting Agreements, based on a total of 13,445,278 Shares outstanding as of July 12, 2002.

(b) The Reporting Persons equally share voting power over 1,106,400 Shares as described in (a) above.

(c) The Reporting Persons commenced the Tender Offer on June 4, 2002. The Tender Offer expired July 9, 2002, and no Shares were accepted. The terms of the Tender Offer may be found in the Offer to Purchaser dated June 4, 2002, and filed as Exhibit (a)(1) of Schedule TO-T filed with the Commission by Purchaser on June 4, 2002, which is hereby incorporated by reference.

Other than the Tender Offer which has been terminated and the Proxies, neither one of the Reporting Persons has effected any transactions in the Company common stock during the past 60 days.

(d) None.

(e) Not applicable.

#### ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

The description of the Voting Agreements appearing in Item 4 above is incorporated herein by reference.

On July 11, 2002, the Reporting Persons received a letter (the "Letter") from Renaissance Capital Growth & Income Fund III, Inc., Renaissance US Growth & Income Trust PLC and BFSUS Special Opportunities Trust PLC (collectively, the "Renaissance Funds"). In the Letter, the Renaissance Funds agreed to vote in favor of the Merger at a meeting of Company shareholders called for that purpose and, subject to certain conditions, not to sell or transfer their shares prior to the record date of any such meeting. The Renaissance Funds reserved the right to tender to any third party at a price higher than \$13.50 per Share and did not grant a proxy to either of the Reporting Persons. A copy of the Letter is filed herewith as Exhibit 6 and is hereby incorporated by reference.

In addition, the Reporting Persons entered into a Support and Exchange Agreement dated as of May 30, 2002, with David O. Corriveau, James W. Corley, William C. Hammett, Jr., and Walter S. Henrion, each an officer of the Company (the "Officers"), which was amended by a First Amendment to Support and Exchange Agreement dated as of July 12, 2002 (as amended, the "Support and Exchange Agreement"). Under the Support and Exchange Agreement, the Officers agreed, subject to certain conditions, not to tender their shares in the Tender Offer and to vote in favor of the Merger at any meeting of the shareholders of the Company. The Officers did not grant a proxy to either of the Reporting Persons.

Additional information regarding the Support and Exchange Agreement may be found in the Support and Exchange Agreement filed as Exhibit (d)(2) of Schedule TO-T on June 4, 2002, and the First Amendment to Support and Exchange Agreement filed as Exhibit 99.1 of the Company's Form 8-K filed on July 16, 2002, which are hereby incorporated by reference.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

- 1 Agreement and Plan of Merger, dated as of May 30, 2002, among Parent, Purchaser and the Company, filed as Exhibit (d)(1) to the Schedule TO-T dated June 4, 2002, and incorporated herein by reference.
- 2 First Amendment to Agreement and Plan of Merger by and among the Company, Parent and Purchaser dated as of July 12, 2002, filed as Exhibit 2.1 to the Form 8-K dated July 16, 2002, and incorporated herein by reference.
- 3 Voting Agreement, dated July 11, 2002, by and among Purchaser, Parent and Courage Capital Management, LLC.
- 4 Voting Agreement, dated July 11, 2002, by and among Purchaser, Parent and Yale University.
- 5 Voting Agreement, dated July 11, 2002, by and among Purchaser, Parent and Rutabaga Capital Management.
- 6 Letter dated July 11, 2002, from Renaissance Capital Growth & Income Fund III, Inc., Renaissance US Growth & Income Trust PLC, and BFSUS Special Opportunities Trust PLC.
- 7 Support and Exchange Agreement dated as of May 30, 2002, by and among Parent, Purchaser and each of the parties listed on Exhibit A thereto, filed as Exhibit (d)(2) of Schedule TO-T on June 4, 2002, and incorporated herein by reference.
- 8 First Amendment to Support and Exchange Agreement dated as of July 12, 2002, by and among Parent, Purchaser and the stockholders named therein, filed as Exhibit 99.1 of the Company's Form 8-K filed on July 16, 2002, and incorporated herein by reference.
- 9 Joint Filing Statement by Parent and Purchaser dated July 22, 2002, attached hereto.

SIGNATURE

After reasonable inquiry and to the best of our knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated as of July 22, 2002

D&B Acquisition Sub, Inc.

/s/ Simon Moore  
-----

Name: Simon Moore  
Title: President

D&B Holdings I, Inc.

/s/ Simon Moore  
-----

Name: Simon Moore  
Title: President



EXHIBIT INDEX

| Exhibit No. | Description   |
|-------------|---|
| -----       | -----   |
| 1           | Agreement and Plan of Merger, dated as of May 30, 2002, among Parent, Purchaser and the Company, filed as Exhibit (d)(1) to the Schedule TO-T dated June 4, 2002, and incorporated herein by reference.   |
| 2           | First Amendment to Agreement and Plan of Merger by and among the Company, Parent and Purchaser dated as of July 12, 2002, filed as Exhibit 2.1 to the Form 8-K dated July 16, 2002, and incorporated herein by reference.                                     |
| 3           | Voting Agreement, dated July 11, 2002, by and among Purchaser, Parent and Courage Capital Management, LLC.  |
| 4           | Voting Agreement, dated July 11, 2002, by and among Purchaser, Parent and Yale University.  |
| 5           | Voting Agreement, dated July 11, 2002, by and among Purchaser, Parent and Rutabaga Capital Management.  |
| 6           | Letter dated July 11, 2002, from Renaissance Capital Growth & Income Fund III, Inc., Renaissance US Growth & Income Trust PLC, and BFSUS Special Opportunities Trust PLC.   |
| 7           | Support and Exchange Agreement dated as of May 30, 2002, by and among Parent, Purchaser and each of the parties listed on Exhibit A thereto, filed as Exhibit (d)(2) of Schedule TO-T on June 4, 2002, and incorporated herein by reference.                  |
| 8           | First Amendment to Support and Exchange Agreement dated as of July 12, 2002, by and among Parent, Purchaser and the stockholders named therein, filed as Exhibit 99.1 of the Company's Form 8-K filed on July 16, 2002, and incorporated herein by reference. |
| 9           | Joint Filing Statement by Parent and Purchaser dated July 22, 2002, attached hereto.  |

D&B ACQUISITION SUB, INC.  
D & B HOLDINGS I, INC.  
c/o Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York, New York 10166

July 11, 2002

Mr. Richard C. Patton  
Chief Manager  
Courage Capital Management, LLC  
4400 Harding Road  
Nashville, TN 37205

Re: Dave & Buster's, Inc.

This letter sets forth our agreement that, for the purpose of inducing D&B Holdings I, Inc., a Delaware corporation ("Parent") and D&B Acquisition Sub, Inc., a Missouri corporation and wholly-owned subsidiary of Parent ("Purchaser"), to enter into an amendment to the Agreement and Plan of Merger (as amended, the "Merger Agreement") by and among Parent, Purchaser and Dave & Buster's, Inc. (the "Company") pursuant to which Purchaser will agree to merge with and into the Company, and holders of shares of Common Stock, par value \$.01 per share, of the Company (the "Common Stock"), will receive \$13.50 cash per share of Common Stock, you:

(a) hereby agree with the Purchaser and Parent that, at any meeting of the Company's stockholders called for the purpose of acting upon approval of the transaction contemplated by the Merger Agreement (the "Transaction"), and at any adjournment or postponement thereof, or in connection with any written consent of the Company's stockholders in lieu of such a meeting, you will vote all shares of capital stock of the Company owned or controlled by you, whether now owned or controlled or hereafter acquired or controlled (the "Shares"), in favor of approval of the Transaction;

(b) hereby appoint Steven G. Puccinelli and Simon Moore, and each of them, as the proxy of the undersigned, each with full power of substitution, to vote all of the Shares on behalf of the undersigned at any meeting of stockholders of the Company called for the purpose of acting upon the Transaction, and at any adjournment or postponement thereof, with the same force and effect as such vote would have if the undersigned were personally present at such meeting, in favor of approval of the Transaction; this proxy, being coupled with an interest, is irrevocable; and

(c) agree that in connection with any transfer of any of the Shares, you will obtain from the transferee and deliver to Purchaser and Parent a letter substantially in the form hereof; and acknowledge that the Company has agreed not to permit any such transfer unless you have complied with the foregoing requirements.

This agreement shall terminate and the proxy granted hereby shall expire upon the earlier of (a) termination of the Merger Agreement by the Company in accordance with its terms in order to accept a Superior Proposal (as defined in the Merger Agreement), (b) any other termination of the Merger Agreement in accordance with its terms or (c) the consummation of the Closing (as defined in the Merger Agreement).

Please indicate your consent and agreement to the foregoing by signing where indicated below.

D&B ACQUISITION SUB, INC.  
D&B HOLDINGS I, INC.

By: /s/ Simon Moore  
-----  
Simon Moore, President

Agreed to and accepted this 12th day of July, 2002.

Courage Capital Management, LLC

By: /s/ Richard Patton  
-----  
Name/Title: Richard Patton, Chief Manager



D&B ACQUISITION SUB, INC.  
D & B HOLDINGS I, INC.  
c/o Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York, New York 10166

July 11, 2002

Mr. David F. Swensen  
Chief Investment Officer  
Yale University  
Investments Office  
230 Prospect Street  
New Haven, CT 06511

Re: Dave & Buster's, Inc.

This letter sets forth our agreement that, for the purpose of inducing D&B Holdings I, Inc., a Delaware corporation ("Parent") and D&B Acquisition Sub, Inc., a Missouri corporation and wholly-owned subsidiary of Parent ("Purchaser"), to enter into an amendment to the Agreement and Plan of Merger (as amended, the "Merger Agreement") by and among Parent, Purchaser and Dave & Buster's, Inc. (the "Company") pursuant to which Purchaser will agree to merge with and into the Company, and holders of shares of Common Stock, par value \$.01 per share, of the Company (the "Common Stock"), will receive \$13.50 cash per share of Common Stock, you:

(a) hereby agree with the Purchaser and Parent that, at any meeting of the Company's stockholders called for the purpose of acting upon approval of the transaction contemplated by the Merger Agreement (the "Transaction"), and at any adjournment or postponement thereof, or in connection with any written consent of the Company's stockholders in lieu of such a meeting, you will vote all shares of capital stock of the Company owned or controlled by you, whether now owned or controlled or hereafter acquired or controlled (the "Shares"), in favor of approval of the Transaction;

(b) hereby appoint Steven G. Puccinelli and Simon Moore, and each of them, as the proxy of the undersigned, each with full power of substitution, to vote all of the Shares on behalf of the undersigned at any meeting of stockholders of the Company called for the purpose of acting upon the Transaction, and at any adjournment or postponement thereof, with the same force and effect as such vote would have if the undersigned were personally present at such meeting, in favor of approval of the Transaction; this proxy, being coupled with an interest, is irrevocable; and

(c) agree that in connection with any transfer of any of the Shares, you will obtain from the transferee and deliver to Purchaser and Parent a letter substantially in the form hereof; and acknowledge that the Company has agreed not to permit any such transfer unless you have complied with the foregoing requirements.

This agreement shall terminate and the proxy granted hereby shall expire upon the earlier of (a) termination of the Merger Agreement by the Company in accordance with its terms in order to accept a Superior Proposal (as defined in the Merger Agreement), (b) any other termination of the Merger Agreement in accordance with its terms or (c) the consummation of the Closing (as defined in the Merger Agreement).

Notwithstanding any language in this document, we have the right to sell any, or all, of our stock of Dave & Buster's, Inc. in the open market at any time.

Please indicate your consent and agreement to the foregoing by signing where indicated below.

D&B ACQUISITION SUB, INC.  
D&B HOLDINGS I, INC.

By: /s/ Simon Moore  
-----  
Simon Moore, President

Agreed to and accepted this 12th day of July, 2002.

YALE UNIVERSITY

By: /s/ David F. Swensen

-----  
Name/Title: David F. Swensen  
Chief Investment Officer

D&B ACQUISITION SUB, INC.  
D & B HOLDINGS I, INC.  
c/o Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York, New York 10166

July 11, 2002

Mr. Peter Schliemann  
President & Equity Portfolio Manager  
Rutabaga Capital Management  
64 Broad Street  
3rd Floor  
Boston, MA 02109

Re: Dave & Buster's, Inc.

This letter sets forth our agreement that, for the purpose of inducing D&B Holdings I, Inc., a Delaware corporation ("Parent") and D&B Acquisition Sub, Inc., a Missouri corporation and wholly-owned subsidiary of Parent ("Purchaser"), to enter into an amendment to the Agreement and Plan of Merger (as amended, the "Merger Agreement") by and among Parent, Purchaser and Dave & Buster's, Inc. (the "Company") pursuant to which Purchaser will agree to merge with and into the Company, and holders of shares of Common Stock, par value \$.01 per share, of the Company (the "Common Stock"), will receive \$13.50 cash per share of Common Stock, you:

(a) hereby agree with the Purchaser and Parent that, at any meeting of the Company's stockholders called for the purpose of acting upon approval of the transaction contemplated by the Merger Agreement (the "Transaction"), and at any adjournment or postponement thereof, or in connection with any written consent of the Company's stockholders in lieu of such a meeting, you will vote all shares of capital stock of the Company owned or controlled by you, whether now owned or controlled or hereafter acquired or controlled (the "Shares"), in favor of approval of the Transaction;

(b) hereby appoint Steven G. Puccinelli and Simon Moore, and each of them, as the proxy of the undersigned, each with full power of substitution, to vote all of the Shares on behalf of the undersigned at any meeting of stockholders of the Company called for the purpose of acting upon the Transaction, and at any adjournment or postponement thereof, with the same force and effect as such vote would have if the undersigned were personally present at such meeting, in favor of approval of the Transaction; this proxy, being coupled with an interest, is irrevocable; and

(c) agree that in connection with any transfer of any of the Shares, you will obtain from the transferee and deliver to Purchaser and Parent a letter substantially in the form hereof; and acknowledge that the Company has agreed not to permit any such transfer unless you have complied with the foregoing requirements.

This agreement shall terminate and the proxy granted hereby shall expire upon the earlier of (a) termination of the Merger Agreement by the Company in accordance with its terms in order to accept a Superior Proposal (as defined in the Merger Agreement), (b) any other termination of the Merger Agreement in accordance with its terms or (c) the consummation of the Closing (as defined in the Merger Agreement).

Notwithstanding any language in this document, we have the right to sell any, or all, of our stock of Dave & Buster's, Inc. in the open market at any time.

Please indicate your consent and agreement to the foregoing by signing where indicated below.

D&B ACQUISITION SUB, INC.  
D&B HOLDINGS I, INC.

By: /s/ Simon Moore  
-----  
Simon Moore, President

Agreed to and accepted this 12th day of July, 2002.

By: /s/ Peter Schliemann

-----  
Name/Title: Peter Schliemann  
              President & Equity Portfolio Manager

Renaissance Capital Growth & Income Fund III, Inc.  
Renaissance US Growth & Income Trust PLC  
BFSUS Special Opportunities Trust PLC  
c/o Renaissance Capital Group, Inc.  
8080 N. Central Expressway, Suite 210  
Dallas, Texas 75206

July 11, 2002

D&B Acquisition Sub, Inc.  
D&B Holdings, I, Inc.  
c/o Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York, NY 10166

Re: Dave & Buster's Inc.

Gentlemen:

This letter sets forth our agreement that, for the purpose of inducing you to enter into Amendment No. 1 to the Merger Agreement (as defined below), Renaissance Capital Growth & Income Fund III, Inc., Renaissance US Growth & Income Trust PLC and BFSUS Special Opportunities Trust PLC (the "Renaissance Funds") will vote in favor of the Agreement and Plan of Merger as amended (the "Merger Agreement") among D&B Acquisition Sub, Inc. ("Purchaser"), D&B Holdings I, Inc. and Dave & Buster's, Inc. (the "Company") at a meeting of stockholders of the Company called for that purpose, pursuant to which Purchaser will agree to merge with and into the Company and pay to holders of shares of Common Stock, par value \$.01 per share, of the Company (the "Common Stock"), \$13.50 cash per share of Common Stock, and the Renaissance Funds will not sell or transfer their shares prior to the record date for such meeting, provided, that in the event that a tender offer or exchange offer for the Common Stock is made by a third party valued at higher than \$13.50 per share, this letter agreement shall have no force or effect, and the Renaissance Funds may tender their shares to the third party, consistent with their fiduciary duties.

This agreement shall terminate upon the earlier (a) termination of the Merger Agreement by the Company in accordance with its terms in order to accept a Superior Proposal (as defined in the Merger Agreement), (b) any other termination of the Merger Agreement in accordance with its terms, or (c) the Closing of the Merger.

Please indicate your consent and agreement to the foregoing by signing where indicated below.

RENAISSANCE CAPITAL GROWTH & INCOME FUND III, INC.

By: Renaissance Capital Group, Inc.,  
Investment Advisor

By: /s/ Russell Cleveland

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Russell Cleveland  
President and CEO

RENAISSANCE US GROWTH & INCOME TRUST PLC

By: /s/ Russell Cleveland

-----  
Russell Cleveland, Director

BFSUS SPECIAL OPPORTUNITIES TRUST PLC

By: /s/ Russell Cleveland

-----  
Russell Cleveland, Director

Agreed to and accepted this 12th day of July, 2002.

D&B Acquisition Sub, Inc.



By: /s/ Simon Moore

-----  
Name: Simon Moore  
Title: President

D&B Holdings I, Inc.

By: /s/ Simon Moore

-----  
Name: Simon Moore  
Title: President

## JOINT FILING AGREEMENT

In accordance with Rule 13d-1(h) of the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing on behalf of each of them a Statement on Schedule 13D (including any and all amendments thereto) with respect to the common stock of Dave & Buster's, Inc. and further agree that this Joint Filing Agreement shall be included as an Exhibit to such joint filing.

The undersigned further agrees that each party hereto is responsible for the timely filing of such statement on Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such party contained therein, provided that no party is responsible for the completeness and accuracy of the information concerning the other party, unless such party knows or has reason to believe that such information is inaccurate.

This Joint Filing Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

In evidence thereof the undersigned, being duly authorized, hereby execute this Agreement this 22nd day of July, 2002.

D&B Acquisition Sub

/s/ Simon Moore

-----  
Name: Simon Moore  
Title: President

D&B Holdings I, Inc.

/s/ Simon Moore

-----  
Name: Simon Moore  
Title: President