

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)

(Amendment No.)*

Dave & Buster's, Inc.

(Name of Issuer)

Common Stock, par value \$.01 per share

(Title of Class of Securities)

23833N104

(CUSIP Number)

Greg S. Feldman
Wellspring Capital Management LLC
Lever House
390 Park Avenue
New York, NY 10022
(212) 318-9800

(Continued on following pages)

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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 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).

Copy to

William S. Rubenstein
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10022
(212) 735-3000

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

December 8, 2005

(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), Rule 13d-1(f) or Rule 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.

1. NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
WS Midway Holdings, Inc.

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS
BK, AF

5. CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH SOLE VOTING POWER
	None

8. SHARED VOTING POWER

1,095,302*

9. SOLE DISPOSITIVE POWER

None

10. SHARED DISPOSITIVE POWER

None

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,095,302*

12. CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
7.66%*

14. TYPE OF REPORTING PERSON
CO

* See discussion in Items 4 and 5 of this Schedule 13D.

1. NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Wellspring Capital Management LLC

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

00

5. CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS 2(d) or 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

	7. NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH SOLE VOTING POWER
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	None
	8. SHARED VOTING POWER
	1,095,302*

9. SOLE DISPOSITIVE POWER

None

10. SHARED DISPOSITIVE POWER

None

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,095,302*

12. CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

7.66%*

14. TYPE OF REPORTING PERSON

00

* See discussion in Items 4 and 5 of this Schedule 13D.

The information set forth in response to each separate Item below shall be deemed to be a response to all Items where such information is relevant.

Item 1. Security and Issuer.

This Statement on Schedule 13D (this "Statement") relates to the shares of Common Stock, \$.01 par value per share ("Common Stock"), of Dave & Buster's, Inc., a Missouri corporation ("Dave & Buster's"). The principal executive offices of Dave & Buster's are located at 2481 Manana Drive, Dallas, Texas 75220.

Item 2. Identity and Background.

(a) - (c) This Statement is filed by Wellspring Capital Management LLC, a Delaware limited liability company ("Wellspring"), and WS Midway Holdings, Inc., a Delaware corporation and wholly owned subsidiary of Wellspring ("WS Holdings" and, together with Wellspring, the "Reporting Persons", and each a "Reporting Person"). The principal business address of each of the Reporting Persons is 390 Park Avenue, 5th Floor, New York, NY 10022. Wellspring's principal business is managing investment funds that acquire, hold and dispose of investments in various companies. Holdings is a newly formed subsidiary of Wellspring organized to acquire and hold all of the issued and outstanding capital stock of Dave & Buster's following the Merger (as defined below).

The (i) name, (ii) business address, (iii) present principal occupation or employment, (iv) name, principal business and address of any corporation or other organization in which such employment is conducted, and (v) citizenship of each director and executive officer of WS Holdings and Wellspring are set forth on Schedule I hereto and incorporated herein by reference.

(d) - (e) During the last five years, none of the Reporting Persons, nor, to the knowledge of any of the Reporting Persons, any of the individuals referred to in Schedule I, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction resulting in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding violations with respect to such laws.

(f) Wellspring is a Delaware limited liability company. WS Holdings is a Delaware corporation.

Item 3. Source and Amount of Funds or Other Consideration.

Pursuant to the Agreement and Plan of Merger, dated as of December 8, 2005 (the "Merger Agreement"), among WS Holdings, Dave & Buster's and WS Midway Acquisition Sub, Inc., a Missouri corporation and wholly owned subsidiary of WS Holdings ("Merger Sub"), subject to the conditions set forth in the Merger Agreement, Merger Sub will be merged with and into Dave & Buster's, with Dave & Buster's continuing as the surviving entity and a wholly owned subsidiary of WS Holdings (the "Merger"). Holders of Common Stock will receive \$18.05 per share in cash in the Merger. The source of the Merger consideration will be (i) the proceeds from a

credit facility to be entered into at Closing by Merger Sub and J.P. Morgan Securities Inc. and JPMorgan Chase Bank, N.A. and (ii) an equity contribution by WS Holdings to Merger Sub.

The Merger is subject to the approval of Dave & Buster's shareholders. In addition, the Merger is subject to expiration or earlier termination of applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act, the receipt of certain required consents, as well as other customary closing conditions. The Merger Agreement has been filed as Exhibit 99.1 and is incorporated herein by reference.

Item 4. Purpose of Transaction.

This filing on Schedule 13D has been made because WS Holdings entered into a Voting Agreement (the "Voting Agreement"), dated as of December 8, 2005, with David O. Corriveau, the President of Dave & Buster's, James W. Corley, the Chief Executive Officer and Chief Operating Officer of Dave & Buster's, William C. Hammett, Jr., the Chief Financial Officer and Senior Vice President of Dave & Buster's, and Sterling R. Smith, the Senior Vice President - Operations of Dave & Buster's (collectively, the "Shareholders"). The Voting Agreement was entered into as an inducement for, and in consideration of, WS Holdings entering into the Merger Agreement. WS Holdings did not pay additional consideration to the Shareholders in connection with the execution and delivery of the Voting Agreement.

Pursuant to the Voting Agreement, the Shareholders, who collectively own or are entitled to direct the voting of 1,095,302 shares of Common Stock, which represents approximately 7.66%(2) of the shares of Common Stock deemed to be outstanding pursuant to Rule 13d-3(d)(1) and approximately 7.66% of the voting power of Dave & Buster's, have agreed to vote (or cause to be voted) their shares of Common Stock (i) in favor of the approval of the Merger Agreement and (ii) against any alternative proposal of any other person providing for (x) the acquisition of Dave & Buster's by merger or other business combination, (y) an acquisition of 15% or more of the assets of Dave & Buster's and its subsidiaries, taken as a whole or (z) an acquisition of 15% or more of the outstanding Common Stock. In addition, the Shareholders cannot sell, transfer, convert or otherwise dispose of the shares subject to the Voting Agreement, if such sale, transfer, conversion or disposition would result in the Shareholders' inability to vote such shares as required pursuant to the terms of the Voting Agreement.

The purpose of the Voting Agreement is to facilitate stockholder approval for WS Holdings and Dave & Buster's to consummate the transactions contemplated by the Merger Agreement. A copy of the Voting Agreement is filed as Exhibit 99.2 hereto and is incorporated herein by reference.

Upon the consummation of the Merger, the directors of Merger Sub immediately prior to the effective time of the Merger will be the directors of the surviving company, until their respective successors are duly elected or appointed and qualified. Upon consummation of the Merger, the officers of Dave & Buster's immediately prior to the effective time of the Merger will

- - - - -
(1) The share ownership percentages described in this Schedule are based on 14,292,500 shares of Common Stock outstanding as of December 7, 2005.

be the initial officers of the surviving company, until their respective successors are duly appointed.

At the effective time of the Merger, the articles of incorporation of Merger Sub, as in effect immediately prior to the effective time of the Merger, shall be the articles of incorporation of the surviving company until thereafter changed or amended as provided by the General and Business Corporation Law of the State of Missouri (the "GBCL") or therein, except that as of the effective time, paragraph 1 of the articles of incorporation of the surviving company shall be amended to reflect the name of Dave & Buster's as the name of the surviving company.

At the effective time of the Merger, the bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall become the bylaws of the surviving company, until thereafter changed or amended as provided by the GBCL, the articles of incorporation of the surviving company and such bylaws.

If the Merger is consummated, Dave & Buster's will become a wholly-owned subsidiary of WS Holdings and WS Holdings will seek to cause the Common Stock to be deregistered under the Exchange Act and the Securities Act of 1933, as amended, and delisted from the New York Stock Exchange.

Except as set forth in this Item 4, none of the Reporting Persons nor, to the knowledge of any Reporting Person, any of the individuals referred to in Schedule I, has any plans or proposals which relate to or would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D (although WS Holdings and Wellspring reserve the right to develop such plans).

The foregoing summary of certain provisions of the Merger Agreement and the Voting Agreement is not intended to be complete and is qualified in its entirety by reference to the full text of such agreements.

Item 5. Interest in Securities of the Issuer.

(a)-(b) As of the filing date of this Schedule 13D, as a result of the Voting Agreement, the Reporting Persons may be deemed to have (i) beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) and (ii) shared power to vote or direct the vote of 1,059,302 shares of Common Stock, which represents approximately 7.66% of the shares of Common Stock deemed to be outstanding pursuant to Rule 13d-3(d)(1).

The Reporting Persons are not entitled to any rights of a shareholder of Dave & Buster's. None of the Reporting Persons has (i) sole power to vote or direct the vote or (ii) sole or shared power to dispose or direct the disposition of Common Stock. Each of the Reporting Persons expressly disclaims any beneficial ownership of any Common Stock under the Voting Agreement. Other than as set forth above, neither any Reporting Person nor any subsidiary of any Reporting Person, nor, to the knowledge of any Reporting Person, any of the individuals referred to in Schedule I, has the sole or shared power to vote or to direct the vote or has the sole or shared power to dispose or to direct the disposition of any shares of Common Stock.

(c) Except as set forth or incorporated herein, neither any Reporting Person, nor, to the knowledge of any Reporting Person, any of the individuals referred to in Schedule I, has effected any transaction in Common Stock during the past 60 days.

(d) Not applicable

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Other than the Merger Agreement and the Voting Agreement, to the knowledge of the Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 and Schedule I and between any such persons and any other person with respect to the securities of Dave & Buster's, including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to be filed as Exhibits.

- 99.1. Agreement and Plan of Merger, dated December 8, 2005, by and among Dave & Buster's, Inc., a Missouri corporation, WS Midway Acquisition Sub, Inc., a Missouri corporation, and WS Midway Holdings, Inc., a Delaware corporation (incorporated herein by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Dave & Buster's on December 9, 2005).
- 99.2. Voting Agreement, dated December 8, 2005, by and between WS Midway Holdings, Inc., a Delaware corporation, and the Shareholders listed therein.
- 99.3. Joint Filing Agreement, dated December 15, 2005, by and between WS Midway Holdings, Inc. and Wellspring Capital Management LLC.

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

Dated: December 16, 2005

WS MIDWAY HOLDINGS, INC.

By: /s/ Greg S. Feldman

Greg S. Feldman
President

WELLSPRING CAPITAL
MANAGEMENT LLC

By: /s/ Greg S. Feldman

Greg S. Feldman
Managing Partner

SCHEDULE I

Set forth below is a list of each executive officer and director of WS Midway Holdings, Inc. and Wellspring Capital Management LLC setting forth the business address and present principal occupation or employment (and the name and address of any corporation or organization in which such employment is conducted) of each person. The persons named below are citizens of the United States.

Directors and Officers of WS Holdings:

Name	Principal Occupation	Address
Greg Feldman	Managing Partner, Wellspring Capital Management LLC	390 Park Avenue, 5th Floor, New York, NY 10022
Jason Fortin	Partner, Wellspring Capital Management LLC	390 Park Avenue, 5th Floor, New York, NY 10022

Directors and Officers of Wellspring Capital Management:

Name	Principal Occupation	Address
Greg S. Feldman	Managing Partner, Wellspring Capital Management LLC	390 Park Avenue, 5th Floor, New York, NY 10022
David C. Mariano	Managing Partner, Wellspring Capital Management LLC	390 Park Avenue, 5th Floor, New York, NY 10022
William F. Dawson, Jr.	Partner, Wellspring Capital Management LLC	390 Park Avenue, 5th Floor, New York, NY 10022
Carl M. Stanton	Partner, Wellspring Capital Management LLC	390 Park Avenue, 5th Floor, New York, NY 10022
Jason B. Fortin	Partner, Wellspring Capital Management LLC	390 Park Avenue, 5th Floor, New York, NY 10022
Joshua C. Cascade	Principal, Wellspring Capital Management LLC	390 Park Avenue, 5th Floor, New York, NY 10022
Alexander E. Carles	Principal, Wellspring Capital Management LLC	390 Park Avenue, 5th Floor, New York, NY 10022
David J. Kass	Chief Financial Officer, Wellspring Capital Management LLC	390 Park Avenue, 5th Floor, New York, NY 10022

INDEX TO EXHIBITS

Exhibit Number	Document
99.1.	Agreement and Plan of Merger, dated December 8, 2005, by and among Dave & Buster's, Inc., a Missouri corporation, WS Midway Acquisition Sub, Inc., a Missouri corporation and WS Midway Holdings, Inc., a Delaware corporation (incorporated herein by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Dave & Buster's, Inc. on December 9, 2005).
99.2.	Voting Agreement, dated December 8, 2005, by and between WS Midway Holdings, Inc., a Delaware corporation, and the Shareholders listed therein.
99.3.	Joint Filing Agreement, dated December 15, 2005, by and between WS Midway Holdings, Inc. and Wellspring Capital Management LLC.

VOTING AGREEMENT

VOTING AGREEMENT (this "Agreement") dated as of December 8, 2005, is by and among WS MIDWAY HOLDINGS, INC., a Delaware corporation ("Holdings"), and each of the shareholders of Dave & Buster's, Inc., a Missouri corporation, listed on the signature page hereof as a shareholder (each, a "Shareholder" and, collectively, the "Shareholders"). For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), by and among Holdings, WS Midway Acquisition Sub, Inc., a Missouri corporation ("Merger Sub"), and the Company.

RECITALS

A. Each Shareholder "beneficially owns" (as such term is defined in Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended) and is entitled to dispose of (or to direct the disposition of) and to vote (or to direct the voting of) the number of shares of common stock, par value \$0.01 per share, of the Company (the "Common Stock") set forth opposite such Shareholder's name on Schedule A hereto (such shares of Common Stock, together with all other shares of capital stock of the Company acquired by any Shareholder after the date hereof and during the term of this Agreement, being collectively referred to herein as the "Subject Shares").

B. Concurrently with the execution and delivery of this Agreement, Holdings, Merger Sub and the Company are entering into the Merger Agreement providing for the merger of Merger Sub with and into the Company, with the Company surviving the Merger (the "Merger") upon the terms and subject to the conditions set forth therein.

C. As a condition to entering into the Merger Agreement, Holdings has required that the Shareholders enter into this Agreement, and the Shareholders desire to enter into this Agreement to induce Holdings to enter into the Merger Agreement.

D. The Board of Directors of the Company has taken all actions necessary and within its authority such that no restrictive provision of any "fair price," "moratorium," "control share acquisition," "business combination," "stockholder protection," "interested shareholder" or other similar anti-takeover statute or regulation (including, without limitation, Sections 351.407 and 351.459 of the General and Business Corporation Law of the State of Missouri) or restrictive provision of any applicable provision in the Restated Articles of Incorporation or Amended and Restated By-Laws of the Company or comparable charter documents and by-laws of any of its Subsidiaries is, or at the Effective Time will be, applicable to the Company, its Subsidiaries, Holdings, Merger Sub, Common Stock, the Merger or any other transaction contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Representations and Warranties of Each Shareholder.

Each Shareholder, severally and not jointly, represents and warrants to Holdings as follows:

(a) Authority. Such Shareholder has all requisite legal power (corporate or other) and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by such Shareholder and constitutes a valid and binding obligation of such Shareholder enforceable in accordance with its terms subject to (i) bankruptcy, insolvency, moratorium and other similar laws now or hereafter in effect relating to or affecting creditors' rights generally, and (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(b) No Conflicts. (i) No filing by such Shareholder with any governmental body or authority, and no authorization, consent or approval of any other person is necessary for the execution of this Agreement by such Shareholder and the consummation by such Shareholder of the transactions contemplated hereby and (ii) none of the execution and delivery of this Agreement by such Shareholder, the consummation by such Shareholder of the transactions contemplated hereby or compliance by such Shareholder with any of the provisions hereof shall (A) result in, or give rise to, a violation or

breach of or a default under (with or without notice or lapse of time, or both) any of the terms of any contract, trust agreement, loan or credit agreement, note, bond, mortgage, indenture, lease, permit, understanding, agreement or other instrument or obligation to which such shareholder is a party or by which such shareholder or any of its Subject Shares or assets may be bound, or (B) violate any applicable order, writ, injunction, decree, judgment, statute, rule or regulation, except for any of the foregoing as would not prevent such Shareholder from performing its obligations under this Agreement.

(c) The Subject Shares. Schedule A sets forth, opposite such Shareholder's name, the number of Subject Shares over which such Shareholder has record or beneficial ownership as of the date hereof. As of the date hereof, such Shareholder is the record or beneficial owner of the Subject Shares denoted as being owned by such Shareholder on Schedule A and has the sole power to vote (or cause to be voted) such Subject Shares. Except as set forth on such Schedule A, neither such Shareholder nor any controlled affiliate of such Shareholder owns or holds any right to acquire any additional shares of any class of capital stock of the Company or other securities of the Company or any interest therein or any voting rights with respect to any securities of the Company. Such Shareholder has good and valid title to the Subject Shares denoted as being owned by such Shareholder on Schedule A, free and clear of any and all pledges, mortgages, liens, charges, proxies, voting agreements, encumbrances, adverse claims, options, security interests and demands of any nature or kind whatsoever, other than (i) those created by this Agreement, (ii) as disclosed on Schedule A, or (iii) as would not prevent such Shareholder from performing its obligations under this Agreement.

(d) Reliance By Holdings. Such Shareholder understands and acknowledges that Holdings is entering into the Merger Agreement in reliance upon such Shareholder's execution and delivery of this Agreement.

(e) Litigation. As of the date hereof, there is no action, proceeding or investigation pending or threatened against such Shareholder that questions the validity of this Agreement or any action taken or to be taken by such Shareholder in connection with this Agreement.

2. Representations and Warranties of Holdings.

Holdings hereby represents and warrants to the Shareholders as follows:

(a) Due Organization, etc. Holdings is duly organized, validly existing and in good standing under the laws of the State of Delaware. Holdings has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by Holdings and constitutes a valid and binding obligation of Holdings enforceable in accordance with its terms subject to (i) bankruptcy, insolvency, moratorium and other similar laws now or hereafter in effect relating to or affecting creditors' rights generally, and (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(b) Conflicts. (i) No filing by Holdings with any governmental body or authority, and no authorization, consent or approval of any other person is necessary for the execution of this Agreement by Holdings and the consummation by Holdings of the transactions contemplated hereby and (ii) none of the execution and delivery of this Agreement by Holdings, the consummation by Holdings of the transactions contemplated hereby or compliance by Holdings with any of the provisions hereof shall (A) conflict with or result in any breach of the certificate of incorporation or by-laws of Holdings, (B) result in, or give rise to, a violation or breach of or a default under (with or without notice or lapse of time, or both) any of the terms of any contract, loan or credit agreement, note, bond, mortgage, indenture, lease, permit, understanding, agreement or other instrument or obligation to which Holdings is a party or by which Holdings or any of its assets may be bound, or (C) violate any applicable order, writ, injunction, decree, judgment, statute, rule or regulation, except for any of the foregoing as would not prevent Holdings from performing its obligations under this Agreement.

(c) Reliance by the Shareholders. Holdings understands and acknowledges that the Shareholders are entering into this Agreement in reliance upon the execution and delivery of the Merger Agreement by Holdings.

3. Covenants of Each Shareholder.

Until the termination of this Agreement in accordance with Section 5, each Shareholder, in its capacity as such, agrees as follows:

(a) At the Company Shareholders Meeting or at any adjournment, postponement or continuation thereof or in any other circumstances occurring prior to the Company Shareholders Meeting upon which a vote or other

approval with respect to the Merger and the Merger Agreement is sought, each Shareholder shall vote (or cause to be voted) the Subject Shares (and each class thereof) held by such Shareholder (i) in favor of the approval of the Merger and the approval and adoption of the Merger Agreement; and (ii) except with the written consent of Holdings, against any Acquisition Proposal. Any such vote shall be cast in accordance with such procedures relating thereto so as to ensure that it is duly counted for purposes of determining that a quorum is present and for purposes of recording the results of such vote. Each Shareholder agrees not to enter into any agreement or commitment with any person the effect of which would be inconsistent with or violative of the provisions and agreements contained in this Section 3(a).

(b) Each Shareholder agrees not to, directly or indirectly, (i) sell, transfer, tender, pledge, encumber, assign or otherwise dispose of (collectively, a "Transfer") or enter into any agreement, option or other arrangement with respect to, or consent to a Transfer of, or convert or agree to convert, any or all of the Subject Shares to any person, other than in accordance with the Merger Agreement, or (ii) grant any proxies (other than the Company proxy card in connection with the Company Shareholders Meeting if and to the extent such proxy is consistent with the Shareholder's obligations under Section 3(a) hereof), deposit any Subject Shares into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to any of the Subject Shares, other than pursuant to this Agreement. Such Shareholder further agrees not to commit or agree to take any of the foregoing actions or take any action that would have the effect of preventing, impeding, interfering with or adversely affecting its ability to perform its obligations under this Agreement.

(c) Such Shareholder shall not, nor shall such Shareholder permit any controlled affiliate of such Shareholder to, nor shall such Shareholder act in concert with or permit any controlled affiliate to act in concert with any person to make, or in any manner participate in, directly or indirectly, a "solicitation" (as such term is used in the rules of the Securities and Exchange Commission) of proxies or powers of attorney or similar rights to vote, or seek to advise or influence any person with respect to the voting of, any shares of Common Stock intended to facilitate any Acquisition Proposal or to cause shareholders of the Company not to vote to approve and adopt the Merger Agreement. Such Shareholder shall not, and shall direct any investment banker, attorney, agent or other adviser or representative of such Shareholder not to, directly or indirectly, through any officer, director, agent or otherwise, enter into, solicit, initiate, conduct or continue any discussions or negotiations with, or knowingly encourage or respond to any inquiries or proposals by, or provide any information to, any person, other than Holdings, relating to any Acquisition Proposal. Each Shareholder hereby represents that, as of the date hereof, it is not engaged in discussions or negotiations with any party other than Holdings and Merger Sub with respect to any Acquisition Proposal.

4. Shareholder Capacity.

Notwithstanding any provision herein to the contrary, no Person executing this Agreement who is or becomes during the term of this Agreement a director or officer of the Company shall be deemed to make any agreement or understanding in this Agreement in such Person's capacity as a director or officer. Each Shareholder is entering into this Agreement solely in his or her capacity as the record holder or beneficial owner of, or the trustee of a trust whose beneficiaries are the beneficial owners of, such Shareholder's Subject Shares and nothing herein shall limit or affect any actions taken by a Shareholder in his or her capacity as a director or officer of the Company to the extent specifically permitted by the Merger Agreement or following the termination of the Merger Agreement.

5. Termination.

This Agreement shall terminate upon the earliest of (A) the approval and adoption of the Merger Agreement, (B) the termination of the Merger Agreement pursuant to Sections 7.1(a) or 7.1(b), (C) the termination of the Merger Agreement pursuant to Sections 7.1(d), 7.1(e), or 7.1(f)(i) provided that at no time after the date of the Merger Agreement and at or before the date of such termination shall a proposal with respect to an Acquisition Proposal have been publicly announced or disclosed (whether or not conditional) or disclosed to the Board of Directors of the Company or any committee thereof, and (D) twelve months after the termination of the Merger Agreement pursuant to (i) Sections 7.1(d), 7.1(e) or 7.1(f)(i) if after the date of the Merger Agreement and at or before the date of such termination a proposal with respect to an Acquisition Proposal shall have been publicly announced or disclosed (whether or not conditional) or disclosed to the Board of Directors of the Company or any committee thereof or (ii) Sections 7.1(c), 7.1(f)(ii), 7.1(g) or 7.1(h).

6. Appraisal Rights.

To the extent permitted by applicable law, each Shareholder hereby waives any rights of appraisal or rights to dissent from the Merger that it may have under applicable law.

7. Publication.

Each Shareholder hereby authorizes Holdings and the Company to publish and disclose in the Proxy Statement/Prospectus and the Registration Statement (including any and all documents and schedules filed with the Securities and Exchange Commission relating thereto) its identity and ownership of shares of Common Stock and the nature of its commitments, arrangements and understandings pursuant to this Agreement.

8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri applicable to contracts executed in and to be performed entirely within that State.

9. Waiver of Jury Trial.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.

10. Specific Performance.

The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of the United States located in the State of Missouri or in Missouri state court, this being in addition to any other remedy to which they are entitled at law or in equity.

11. Amendment, Waivers, Etc.

This Agreement may be amended by Holdings and the Shareholders at any time before or after adoption of the Merger Agreement by the shareholders of the Company; provided, however, that after such adoption, no amendment shall be made that by law or in accordance with the rules of any relevant stock exchange or automated inter-dealer quotation system requires further approval by such shareholders without such further approval. This Agreement may not be amended except by an instrument in writing signed by Holdings and the Shareholders. At any time prior to the Effective Time, Holdings and the Shareholders may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or acts of the other party; (ii) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant to this Agreement; and (iii) waive compliance with any of the agreements or conditions of the other party contained herein; provided, however, that no failure or delay by Holdings or the Shareholders in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. Any agreement on the part of Holdings or the Shareholders to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

12. Assignment; No Third Party Beneficiaries.

Neither this Agreement nor any of the rights, benefits or obligations hereunder may be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of all of the other parties, except that Holdings may assign its rights hereunder to a controlled affiliate of Wellspring. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than Holdings, Wellspring and the Shareholders and their respective successors and permitted assigns) any legal or equitable right, benefit or

remedy of any nature whatsoever under or by reason of this Agreement, and no person (other than as so specified) shall be deemed a third party beneficiary under or by reason of this Agreement.

13. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made (i) as of the date delivered or sent by facsimile if delivered personally or by facsimile and (ii) on the third business day after deposit in the U.S. mail, if mailed by registered or certified mail (postage prepaid, return receipt requested), in each case to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt):

if to Holdings, to:

c/o Wellspring Capital Management LLC
Lever House
390 Park Avenue
New York, New York 10022-4608
Attention: Greg S. Feldman, Managing Partner
Telephone: (212) 318-9898
Facsimile: (212) 318-9810

If to any Shareholder, at the address set forth under such Shareholder's name on Schedule A hereto or to such other address as the party to whom notice is to be given may have furnished to the other parties in writing in accordance herewith.

14. Severability.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the maximum extent possible.

15. Integration.

This Agreement (together with the Merger Agreement to the extent referenced herein), including Schedule A hereto, constitutes the full and entire understanding and agreement of the parties with respect to the subject matter hereof and thereof and supersedes any and all prior understandings or agreements relating to the subject matter hereof and thereof.

16. Mutual Drafting.

Each party hereto has participated in the drafting of this Agreement, which each party acknowledges is the result of extensive negotiations between the parties.

17. Section Headings.

The section headings of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

18. Counterparts.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, and of which when executed shall be deemed to be an original but all which shall constitute one and due some agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

WS MIDWAY HOLDINGS, INC.

By: /s/ Greg S. Feldman

Name: Greg S. Feldman
Title: President

SHAREHOLDERS:

/s/ David O. Corriveau

David O. Corriveau

/s/ James W. Corley

James W. Corley

/s/ William C. Hammett, Jr.

William C. Hammett, Jr.

/s/ Sterling R. Smith

Sterling R. Smith

Schedule A

SHAREHOLDERS

Shareholder -----	Common Stock -----	Shares Pledged -----
David O. Corriveau 2481 Manana Drive Dallas, TX 75220	472,085	372,085
James W. Corley 2481 Manana Drive Dallas, TX 75220	537,717	0
William C. Hammett, Jr. 2481 Manana Drive Dallas, TX 75220	50,500	0
Sterling R. Smith 2481 Manana Drive Dallas, TX 75220	35,000	0
Total	<hr/> 1,095,302	<hr/> 372,085

Joint Filing Agreement Pursuant to Rule 13d-1(k)(1)

This agreement is made pursuant to Rule 13d-1(k)(1) under the Securities Exchange Act of 1934 (the "Act") by and among the parties listed below, each referred to herein as a "Joint Filer". The Joint Filers agree that a statement of beneficial ownership as required by Section 13(d) of the Act and the Rules thereunder may be filed on each of their behalf on Schedule 13D or Schedule 13G, as appropriate, and that said joint filing may thereafter be amended by further joint filings. The Joint Filers state that they each satisfy the requirements for making a joint filing under Rule 13d-1.

Date: December 15, 2005

WS MIDWAY HOLDINGS, INC.

By: /s/ Greg S. Feldman

Greg S. Feldman
President

WELLSPRING CAPITAL
MANAGEMENT LLC

By: /s/ Greg S. Feldman

Greg S. Feldman
Managing Partner