

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13E-3
Rule 13e-3 Transaction Statement under Section 13(e) of the
Securities Exchange Act of 1934

DAVE & BUSTER'S, INC.
(Name of Subject Company (issuer))

D&B ACQUISITION, INC.
D&B HOLDINGS I, INC.
DAVID O. CORRIVEAU
WALTER S. HENRION

INVESTCORP S.A.
DAVE & BUSTER'S, INC.
JAMES W. CORLEY
WILLIAM C. HAMMETT, JR.

(Name of Filing Person (offeror))

COMMON STOCK, PAR VALUE \$0.01 PER SHARE
(including associated rights)
(Title of Class of Securities)
23833N104
(CUSIP Number of Class of Securities)

SIMON MOORE
PRESIDENT
D&B ACQUISITION SUB, INC.
C/O GIBSON, DUNN & CRUTCHER LLP
200 PARK AVENUE
NEW YORK, NY 10166
(212) 351-4000

(Name, Address and Telephone Number of Person Authorized to Receive Notices
and Communications on Behalf of the Person(s) Filing Statement)

COPY TO:
E. MICHAEL GREANEY, ESQ.
SEAN P. GRIFFITHS, ESQ.
GIBSON, DUNN & CRUTCHER LLP
200 PARK AVENUE
NEW YORK, NY 10166
(212) 351-4000

This statement is filed in connection with (check the appropriate box):

- a. The filing of solicitation materials or an information statement
subject to Regulation 14A (sections 240.14a-1 through 240.14b-2),
Regulation 14C (sections 240.14c-1 through 240.14c-101) or Rule 13e-3(c)
(section 240.13e-3(c)) under the Securities Exchange Act of 1934 (the
"Act").
- b. The filing of a registration statement under the Securities Act of
1933.
- c. A tender offer.
- d. None of the above.

Check the following box if the soliciting materials or information statement
referred to in checking box (a) are preliminary copies:

Check the following box if the filing is a final amendment reporting the results
of the transaction:

CALCULATION OF FILING FEE

TRANSACTION
VALUATION*
AMOUNT OF
FILING FEE

--- \$
216,548,579
\$
19,922.47

* Estimated for purposes of calculating the amount of the filing fee only,
based upon the sum of (a) the product of the 12,223,234 shares of common
stock to be acquired for cash and the merger consideration of \$13.50 per
share, (b) the cumulative total of the difference between the merger

consideration of \$13.50 per share and the exercise price per share of each of the 2,663,362 shares of common stock subject to outstanding options in which the exercise price per share is less than the merger consideration per share, and (c) the market value of the 1,150,515 shares to be acquired in exchange as determined in accordance with Regulation 0-11(a)(4) of the Securities Exchange Act of 1934.

[X] Check box if any part of the fee is offset as provided by Section 240.0-11(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: \$ 13,481.02
Form or Registration No.: Schedule T0-T
Amount Previously Paid: \$ 6,441.45
Form or Registration No.: Proxy Statement

Filing Party: D&B Acquisition Sub, Inc.
Date Filed: June 4, 2002
Filing Party: Dave & Buster's, Inc.
Date Filed: July 26, 2002

This Statement on Schedule 13E-3 is filed by Dave & Buster's, Inc., a Missouri Corporation ("D&B"), D&B Holdings I, Inc., a Delaware corporation ("D&B Holdings") formed at the direction of Investcorp S.A. ("Investcorp"), Investcorp, a Luxembourg corporation, D&B Acquisition Sub, Inc., a Missouri corporation ("D&B Acquisition") and wholly owned subsidiary of D&B Holdings, David O. Corriveau, James W. Corley, Walter S. Henrion, and William C. Hammett, Jr. This Schedule 13E-3 relates to the Agreement and Plan of Merger, dated May 30, 2002, as amended by the First Amendment to the Merger Agreement dated July 12, 2002 (the "Merger Agreement"), among D&B, D&B Holdings and D&B Acquisition pursuant to which D&B Acquisition will be merged (the "Merger") with and into D&B, with D&B as the surviving corporation.

Under the terms and subject to the conditions of the Merger Agreement, each outstanding share of common stock, par value \$0.01 per share, together with associated rights (the "Common Stock") will be converted into the right to receive \$13.50 in cash without interest thereon (the "Merger Consideration").

Concurrently with the filing of this Schedule 13E-3, D&B is filing with the Securities and Exchange Commission (the "Commission") a preliminary proxy statement (the "Proxy Statement") under Regulation 14A of the Securities Exchange Act of 1934, as amended, relating to the special meeting of shareholders of D&B at which the shareholders of D&B will consider and vote upon a proposal to approve and adopt the Merger Agreement. A copy of the Proxy Statement is filed herewith as Exhibit (a)(1), and a copy of the Merger Agreement is attached thereto as Appendix A.

The information in the Proxy Statement, including all appendices thereto, is expressly incorporated herein by reference in response to all items of this Schedule 13E-3. The Proxy Statement is in preliminary form and is subject to completion or amendment. Capitalized terms used but not defined in this statement shall have the meanings given to them in the Proxy Statement.

ITEM 3. IDENTITY AND BACKGROUND OF FILING PERSON.

See Schedule I to the Offer to Purchase ("Schedule I") filed as exhibit (a)(1) to the Schedule TO, filed by D&B Acquisition on June 4, 2002, and incorporated herein by reference, for information with respect to the identity and background of each director and executive officer of D&B, D&B Acquisition, D&B Holdings and Investcorp.

None of the filing persons, nor to their best knowledge, any of the persons listed on Schedule I has during the last five years (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining him, her or it, as the case may be, from future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

ITEM 13. FINANCIAL STATEMENTS.

(a) The audited consolidated financial statements of D&B as of and for the fiscal years ended February 3, 2002, and February 4, 2001, are incorporated by reference to the Financial Statements and Supplementary Data section included as Item 8 to D&B's Annual Report on Form 10-K for the fiscal year ended February 3, 2002, filed with the Commission on April 24, 2002. The unaudited consolidated financial statements of D&B for the most recent quarter are hereby incorporated by reference to the Consolidated Financial Statements section included as Item I of Part I to D&B's Quarterly Report on Form 10-Q for the thirteen weeks ended May 5, 2002, filed with the Commission on June 14, 2002.

ITEM 16. EXHIBITS.

- (a)(1) Preliminary Proxy Statement and form of Proxy Card under Regulation 14A, dated July 26, 2002.*
- (a)(2) Press release issued by D&B and D&B Acquisition on May 30, 2002.**
- (a)(3) Press release issued by D&B on July 15, 2002.***
- (c)(1) Opinion of Houlihan Lokey Howard & Zukin dated May 30, 2002 (included as Annex A to the Solicitation/Recommendation Statement on Form 14D-9 filed with the Commission by D&B on June 4, 2002).****
- (c)(2) Opinion of Houlihan Lokey Howard & Zukin dated July 12, 2002 (included as Appendix B to the Proxy Statement incorporated herein by reference at Exhibit (a)(1)).

- (d)(1) Merger Agreement, dated as of May 30, 2002, among D&B Holdings, D&B Acquisition and D&B, as amended on July 12, 2002 (included as Appendix A to the Proxy Statement incorporated herein by reference at Exhibit (a)(1)).
- (d)(2) Support and Exchange Agreement, dated as of May 30, 2002, by and among D&B Holdings, D&B Acquisition, and each of the parties listed on Exhibit A thereto.*****
- (d)(3) First Amendment to the Support and Exchange Agreement, dated as of July 12, 2002.
- (d)(4) Form of Stockholders' Agreement to be entered into by and among D&B Holdings, D&B Acquisition, David O. Corriveau, James W. Corley, Walter S. Henrion, William C. Hammett, Jr., and the stockholders of D&B Holdings listed on Exhibit A thereto (included as Exhibit D to the Support and Exchange Agreement filed herewith at Exhibit (d)(2)).
- (d)(5) Guarantee of Investcorp Bank E.C., dated May 30, 2002.*****
- (d)(6) Confidentiality Agreement, dated March 26, 2002, by and between Investcorp International Inc. and D&B.*****
- (d)(7) Term Sheet for Proposed Management Equity Arrangements.
- (f)(1) Section 351.455 of the General and Business Corporation Law of the State of Missouri (included as Appendix C to the Proxy Statement incorporated herein by reference as Exhibit (a)(1)).

- - - - -
* Incorporated by reference to the Proxy Statement filed with the Commission by D&B on July 26, 2002.

** Incorporated by reference to the Schedule T0-C filed with the Commission by D&B Acquisition on May 31, 2002.

*** Incorporated by reference to the Current Report on Form 8-K filed with the Commission by D&B on July 16, 2002.

**** Incorporated by reference to the Solicitation/Recommendation Statement on Form 14D-9 filed with the Commission by D&B on June 4, 2002.

***** Incorporated by reference to the Schedule T0-T filed with the Commission by D&B Acquisition on June 4, 2002.

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.

Dated: July 26, 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

INVESTCORP, S.A.

By: /s/ Gary Long

Name: Gary Long
Title: Authorized Executive

DAVE & BUSTER'S, INC.

By: /s/ David O. Corriveau

Name: David O. Corriveau
Title: President

/s/ David O. Corriveau

David O. Corriveau

/s/ James W. Corley

James W. Corley

/s/ Walter S. Henrion

Walter S. Henrion

/s/ William C. Hammett, Jr.

William C. Hammett, Jr.

FIRST AMENDMENT
TO THE
SUPPORT AND EXCHANGE AGREEMENT

This FIRST AMENDMENT TO THE SUPPORT AND EXCHANGE AGREEMENT (this "Amendment"), dated as of July 12, 2002, is entered into by and among D&B Holdings I, Inc., a Delaware corporation ("Parent"), D&B Acquisition Sub, Inc., a Missouri corporation and wholly-owned subsidiary of Parent ("Purchaser") David O. Corriveau, Fifteen, L.P., James W. Corley, Wentworth Investments, L.P., William C. Hammett, Jr. and Walter S. Henrion (each in his or its own capacity a "Stockholder," and, collectively, the "Stockholders").

A. Parent, Purchaser and the Stockholders entered into a Support and Exchange Agreement, dated as of May 30, 2002 (the "Agreement").

B. In accordance with Section 6.13 of the Agreement, Parent, Purchaser and the Stockholders desire to enter into this Amendment to amend the terms of the Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants contained herein, Parent, Purchaser and the Stockholders agree as follows:

1. The second sentence of Section 2.1 is deleted in its entirety and replaced with the following:

Each Stockholder shall, immediately prior to the Effective Time, (i) exchange such Stockholder's Owned Shares for newly-issued shares of capital stock of Parent and (ii) exchange such Stockholder's Rollover Options for new stock options, in each case consistent with the Parent Equity Schedule (the "Exchange"); provided that the cash equity contributions of the "Investcorp Holders" as reflected in such Exhibit B shall be made prior to or concurrently with such Exchange.

2. The table entitled "Equity Capitalization" attached as Exhibit B (Parent Equity Schedule) of the Agreement is deleted in its entirety and replaced with Exhibit A attached hereto.

3. Except as specifically modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect without modification.

(remainder of page intentionally left blank)

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

D&B HOLDINGS, INC.

By: /s/

Name: Simon Moore
Title: President

D&B ACQUISITION SUB, INC.

By: /s/

Name: Simon Moore
Title: President

/s/

David O. Corriveau

/s/

James W. Corley

/s/

William C. Hammett, Jr.

/s/

Walter S. Henrion

FIFTEEN, L.P.

By: /s/

Name: David O. Corriveau
Title: General Partner

WENTWORTH INVESTMENTS, L.P.

By: /s/

Name: James W. Corley
Title: General Partner


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- Dave
Corriveau
$6,547,741
4.30% 1.01%
1.01% 1.21%
3.22%
Buster
Corley
6,584,193
4.32% 1.01%
1.01% 1.21%
3.22% Walt
Henrion
1,016,985
0.67% 0.40%
0.40% WC
Hammett
766,250
0.50% 0.00%
-----
-----
-----
--- + -----
-----
-----
-----
----- =
Total
$14,915,169
9.79% 2.41%
2.01% 2.41%
6.84% Other
Management
$0 0.00%
5.63% 5.63%
Investcorp
$137,506,579
90.21%
TOTAL
$152,421,748
100.00%
8.05% 2.01%
2.41%
12.47%

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IMPLEMENTATION

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-----
--- Value at
Close
Holdings
Shares -----
-----
-----
-----
-----
--- Rolling
Group Common
Restricted
Total Common
Restricted
total -----
-----
-----
-----
--- Dave
Corriveau
$5,706,680
$810,000
$6,516,680
37,594 5,336
42,930 Buster
Corley
5,774,193

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810,000
6,584,193
38,039 5,336
43,375 Walt
Henrion
851,985 0
851,985 5,613
0 5,613 WC
Hammett 0
337,500
337,500 0
2,223 2,223 -

-- Total
\$12,332,858
\$1,957,500
\$14,290,358
81,246 12,896
94,141 Other
Management \$0
\$0 \$0 0 0 0
Investcorp
\$137,506,579
\$0
\$137,506,579
905,859 0
905,859 TOTAL
\$149,839,437
\$1,957,500
\$151,796,937
987,104
12,896
1,000,000
Rollover
Options

Dilution ----

- New Options
& Mgmt
Founders'
Rolling Group
Price/Share
Value(1)
Options(2)
Strike %
Rest. Stock
Options(3)
Options(3) --

- Dave
Corriveau \$
151.796937
\$67,332 444 \$
81.77 3.22%
37,085 11,589
11,589 Buster
Corley
151.796937 0
0 0.00 3.22%
37,085 11,589
11,589 Walt
Henrion
151.796937
405,000 2,668
89.95 0.40%
4,636 4,636 0
WC Hammett
151.796937
821,011 5,409
72.53 0.00% 0
0 0 -----

----- Total

151.796937
 \$1,293,342
 8,520 78.46
 6.84% 78,805
 27,813 23,178
 Other
 Management
 151.796937 \$0
 0 0.00 5.63%
 64,898 64,898
 0 Investcorp
 151.796937 \$0
 0 0.00 0.00%
 0 0 0 TOTAL
 151.796937
 \$1,293,342
 8,520 \$ 78.46
 12.47%
 143,703
 92,711 23,178
 Restricted
 Rolling Group
 Stock Total
 Ownership ---

 --- Dave
 Corriveau
 13,907 80,458
 6.98% Buster
 Corley 13,907
 80,460 6.98%
 Walt Henrion
 0 12,916
 1.12% WC
 Hammett 0
 7,632 0.66% -

 Total 27,813
 181,466
 15.75% Other
 Management 0
 64,898 5.63%
 Investcorp 0
 905,859
 78.62% TOTAL
 27,813
 1,152,223
 100.00%

 (1) Equivalent equity under option.

(2) Equity under option / deal price per share.

(3) Strike at III buy-in price.

MANAGEMENT ARRANGEMENTS

Note: To the extent any provisions herein (as applied to Corriveau, Corley, Henrion or Hammett) are inconsistent with those set forth in the Stockholder Agreement, the terms of the Stockholder Agreement shall govern.

NEW STOCK OPTIONS

Number:	An aggregate of 8.05% of fully diluted common stock of D&B Holdings I, Inc. ("Holdings"), of which an aggregate of 2.41% will be granted to Messrs. Corriveau, Corley and Henrion, 2.01% will be reserved for future grants and the balance (3.62%) will be granted at or promptly after closing to members of management other than Messrs. Corriveau, Corley and Henrion.
Exercise Price:	Per share price paid by Investcorp for shares of Dave & Buster's, Inc. (the "Company") in the proposed equity tender offer ("Cost").
Term:	7 years and 30 days.

- Vesting:
- (a) Up to 20% per year (the "Annual Portion") for 5 years, based upon achievement of the EBITDA performance targets in five-year projections prepared by Management (the "Management Plan") attached as Schedule A. If the Company's EBITDA performance equals or exceeds 85% of a target in a given year but is less than 100% of the target, one-half of the Annual Portion for that year, plus an additional percentage of the Annual Portion determined on a straight-line basis from 85% to 100% of achievement of such EBITDA target, will vest. Options that do not vest in any year may vest in any subsequent year within such five-year period based upon cumulative results.
 - (b) Upon an Initial Public Offering ("IPO"), options that are unvested as of the IPO closing date shall thereafter vest in three installments on the first, second and third anniversaries of the closing of the IPO (without regard to any performance targets).
 - (c) Upon a sale of the Company prior to an IPO (i) 50% of the unvested options will vest if, in connection with such sale, Investcorp realizes a 15% annual internal rate of return ("IRR") on a fully-diluted basis and (ii) an additional 5% of the unvested options will vest for each additional 1% IRR realized by Investcorp in connection with such sale.
 - (d) Any options remaining unvested will vest 7 years from closing (without regard to any performance targets).

Effect of Termination of Employment: Unvested options expire immediately upon termination of employment for any reason, except if employment is terminated by the Company without cause, by the employee for good reason or by reason of employee's death or disability, in which case a pro rata portion (equal to the ratio the number of days elapsed in such year prior to termination bears to 365) of the Annual Portion for such year will vest at the end of such year if the performance targets for such year are met. Vested options expire per Schedule B.

"FOUNDER" STOCK OPTIONS

Number: 2.01% (in the aggregate) of fully diluted common stock of Holdings to be granted to Messrs. Corriveau and Corley.

Exercise Price: Cost.

Term: 7 years and 30 days.

- Vesting:
- (a) Upon a sale of the Company (i) up to 50% of the unvested options will vest if, in connection with such sale, Investcorp realizes a 15% annual IRR on a fully-diluted basis and (ii) an additional 10% of the unvested options will vest for each additional 1% IRR realized by Investcorp in connection with such sale.
 - (b) Any options remaining unvested will vest 7 years from closing.

Effect of Termination of Employment: Unvested options expire immediately upon termination of employment for any reason. Vested options expire per Schedule B.

NEW RESTRICTED STOCK

Number: 2.41% (in the aggregate) of fully diluted common stock of Holdings to be granted to Messrs. Corriveau and Corley.

- Lapse of Restrictions:
- (a) Up to 20% per year for 5 years, based upon achievement of the EBITDA performance targets in the Management Plan. If the Company's EBITDA performance equals or exceeds 85% of a target in a given year but is less than 100% of the target, one-half of the Annual Portion for that year, plus an additional percentage of the Annual Portion determined on a straight-line basis from 85% to 100% of achievement of such EBITDA target, will become unrestricted. Shares for which restrictions do not lapse in any year may become unrestricted in any subsequent year within such five-year period based upon cumulative results.
 - (b) Upon an IPO, shares that remain restricted as of the IPO closing date shall thereafter have their restrictions lapse in three installments on the first, second and third anniversaries of the closing of the IPO.
 - (c) Upon a sale of the Company prior to an IPO (i) up to 50% of the restricted shares will become unrestricted if, in connection with such sale, Investcorp realizes a 15% annual IRR on a fully-diluted basis and (ii) an additional 5% of the restricted shares will become unrestricted for each additional 1% IRR realized by Investcorp in connection with such sale.
 - (d) Any shares remaining restricted will vest 7 years from closing (without regard to any performance targets).

Effect of Termination of Employment: Shares remaining subject to restrictions will be cancelled immediately upon termination of employment for any reason, except if employment is terminated by the Company without cause, by the employee for good reason or by reason of employee's death or disability, in which case a pro rata portion (equal to the ratio the number of days elapsed in such year prior to termination bears to 365) of the Annual Portion for such year will become unrestricted at the end of such year if the performance targets for such year are met.

PUTS/CALLS

Applicability: Applies to restricted shares and option shares.

Call: Company may call shares upon any termination of employment prior to an IPO per Schedule C.

Put: If the call is unexercised, under certain circumstances the Executive may require the Company to repurchase the shares per Schedule C.

FMV: Fair market value of the shares determined annually in good faith by the Company's board of directors.

OTHER PROVISIONS

Withholding: Exercise price and tax withholding obligations may be satisfied by having option shares withheld.

Tag/Drag Rights: The restricted shares and option shares will have the right to participate pro rata in a sale of the Company and Investcorp will have the right to require such participation. These tag/drag rights expire upon an IPO.

Restrictions on Transfer: Prior to an IPO, restricted shares and option shares will be subject to restrictions on transfer with flexibility for estate planning purposes.

IPO and Secondary Offerings: Management holders of restricted shares, options and option shares will be subject to customary underwriter lock-up arrangements for the IPO and secondary offerings. Generally, participation by senior management in the IPO is not available.

EBITDA Performance Targets: All compensation payable as a result of meeting targets counted as an expense for determining whether and to what extent EBITDA targets have been met for the applicable performance period (as per GAAP).

Existing Executive
Retention Agreements:

Messrs. Corriveau, Corley and Hammett have agreed that the foregoing Management Arrangements shall supercede all rights under their respective Executive Retention Agreements which will be terminated effective at closing. Participation in the foregoing Management Arrangements by any other employee of the Company who has an Executive Retention Agreement shall be conditioned on similar termination of such employee's rights thereunder.

Noncompete

Messrs. Corriveau and Corley will each enter into 2 year noncompete agreements at the closing substantially in the form previously delivered by Investcorp.

SCHEDULE A

EBITDA TARGETS
(FISCAL YEARS)

(\$ in
millions)

2002
2003
2004
2005
2006 ---

EBITDA \$
54.8 \$
61.7 \$
68.3 \$
77.7 \$
89.6

SCHEDULE B

TERMINATION
EVENT
UNVESTED
OPTIONS
TERMINATE
VESTED
OPTIONS
TERMINATE
Executive
terminated by
Company for
Immediately
30 days after
terminating
event(1)
Cause
Executive
quits without
Good Reason
Immediately
90 days after
terminating
event(1)
Executive
quits with
Good Reason
Immediately(2)
180 days
after
terminating
event(1)
Executive
terminated by
the Company
Immediately(2)
180 days
after
terminating
event(1)
without Cause
Death or
disability
Immediately(2)
One year
after
terminating
event(1)

- (1) Subject to (2) below, the options are exercisable only to the extent vested on the day of the terminating event.
- (2) A pro rata portion (equal to the ratio the number of days elapsed in such year prior to termination bears to 365) of the Annual Portion for such year will vest at the end of such year if the targets for such year are met.

SCHEDULE C

CALL
PROVISION
CALL PRICE

----- IF
WITHIN 3
YEARS FROM
GRANT DATE
IF AFTER 3
YEARS FROM
GRANT DATE
Employee
terminated
without
Cause FMV
FMV
Employee
leaves
with Good
Reason FMV
FMV
Employee
leaves
without
Good
Reason
Lower of
Cost or
FMV(1) FMV
Employee
is
terminated
for Cause
Lower of
Cost or
FMV(1)
Lower of
Cost or
FMV Death,
disability,
retirement
FMV FMV

PUT
PROVISION
PUT PRICE

----- IF
WITHIN 3
YEARS
AFTER
GRANT DATE
(2 IF
AFTER 3
YEARS FROM
GRANT DATE
(2 YEARS
IN THE
CASE OF
TERMINATION
YEARS IN
THE CASE
OF
TERMINATION
WITHOUT
CAUSE)
WITHOUT
CAUSE)

Employee
terminated
without
Cause
Lower of
Cost or
FMV(1) FMV
Employee
leaves
with Good
Reason FMV
FMV
Employee
leaves
without
Good
Reason No
put FMV
Employee
is
terminated
for Cause
No put No
put Death,
disability,
retirement
FMV FMV

(1) Within the 1st year, it will be at Cost

MANAGEMENT ARRANGEMENTS
(ROLLOVER EQUITY)

ROLLOVER RESTRICTED STOCK

Number: Existing shares of restricted stock held by:
David Corriveau
James Corley
Walter Henrion
W.C. Hammett

Lapse of Restrictions: The restrictions shall be as contained in the existing restricted stock agreements governing such shares. [Under Review]

Effect of Termination of Employment: The effect of termination shall be as described in the existing restricted stock agreements governing such shares.

ROLLOVER OPTIONS

Number: Existing options held by:
Walter Henrion
W.C. Hammett (net of \$100,000 gross proceeds)

Exercise Price: A discount from the per share price paid by Investcorp for shares of the Company in the proposed equity tender offer which will preserve, in the aggregate, the in-the-money value to the holder of the options being rolled over.

Term: Remaining life of such options under the existing option agreements governing such options.

Vesting: Fully vested.

Effect of Termination of Employment: Expire per Schedule B attached to the term sheet for the new equity arrangements.

OTHER PROVISIONS

Stockholder Agreement The rollover equity described above will be subject to the terms of the Stockholder Agreement.

New Equity The new equity to be issued or reserved for issuance (new stock options, new restricted stock and "Founder" stock options) will dilute the rollover equity and the cash equity pro rata.