UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15 (d)

OF THE SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): May 15, 2015

DAVE & BUSTER S ENTERTAINMENT, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-35664**	**35-2382255**
(State of incorporation)	**(Commission File Number)**	**(IRS Employer Identification Number)**

2481 Mañana Drive

Dallas TX 75220

(Address of principal executive offices)

Registrant s telephone number, including area code: (214) 357-9588

Check the appropriate box if the Form 8-K filing is intended to simultaneously satisfy the reporting obligation of the registrant under any of the following provisions:

¨ Written communications pursuant to Rule 425 under the Securities Act

¨ Soliciting material pursuant to Rule 14a-12 of the Exchange Act

¨ Pre-commencement communications pursuant to Rule 14d-2(b) Exchange Act

¨ Pre-commencement communications pursuant to Rule 13e-4(c) Exchange Act

ITEM 1.01 Entry into a Material Definitive Agreement.

ITEM 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On May 15, 2015, Dave & Buster s, Inc. (the Borrower), an indirect subsidiary of Dave & Buster s Entertainment, Inc. (the Company), the registrant, entered into a senior secured credit agreement (the Agreement) by and among Dave & Buster s Holdings, Inc., a Delaware corporation and a direct subsidiary of the Company (Holdings), the Borrower, the direct and indirect subsidiaries of the Borrower from time to time party thereto, as guarantors, the several financial institutions from time to time party thereto, as lenders, Bank of America, N.A., as administrative agent (the Administrative Agent), swing line lender and/or letters of credit issuer and Wells Fargo Bank, National Association, as syndication agent.

The Facility (as defined below) created by the Agreement replaced the Borrower s $480 million existing credit facility (the Existing Facility).

The Agreement provides for a 5-year credit facility (the Facility) to the Borrower, in the aggregate principal amount of $500 million, comprised of a term loan A facility consisting of an original aggregate principal amount of term loans equal to $150 million and a revolving credit facility in an aggregate amount equal to $350 million. The proceeds of the loans made under the Facility will be used by the Borrower to refinance the Existing Facility, to pay related costs and expenses and for ongoing working capital and other general corporate purposes of the Borrower and its subsidiaries, as shall be determined by the Borrower from time to time. The Facility commenced on May 15, 2015 and expires by its terms on May 15, 2020, unless extended in accordance with terms set forth in the Agreement.

A portion of the Facility not to exceed $20 million will be available for the issuance of letters of credit by Bank of America N.A., as the letters of credit issuer, and possibly one or more other letters of credit issuers. A portion of the Facility not to exceed $10 million will be available for swing line loans from Bank of America, N.A., as swing line lender.

The Facility may be increased through an incremental facility, at the election of the Company, by an amount equal to $150 million plus certain additional amounts, so long as after giving effect to such additional amounts, the Company is in compliance with a secured leverage ratio of 2.75:1.00.

Certain subsidiaries of the Company will guarantee its obligations under the Agreement, pursuant to the terms set forth in the Agreement.

The term loan and revolving loans bear interest subject to a pricing grid based on a total leverage ratio, at LIBOR (as defined in the Agreement) plus a spread ranging from 1.50% to 2.25% per annum. Interest and fees payable under the Agreement shall be determined pursuant to the terms set forth in the Agreement.

The Agreement also contains certain affirmative and negative covenants customary for facilities of this type, including, furnishing to Lenders periodic financial information of the Company and reports and registration statements filed with the Securities and Exchange Commission; maintenance of corporate existence and ability to do business; use of proceeds; limitations on the Borrower and its restricted subsidiaries ability to, among other things, incur additional debt, pay dividends and make other restricted payments, create liens, make investments and acquisitions, engage in sales of assets and subsidiary stock, enter into sale-leaseback transactions, enter into transactions with affiliates, transfer all or substantially all of our assets or enter into merger or consolidation transactions. The Agreement also requires the Borrower and its restricted subsidiaries to meet a maximum total leverage ratio and minimum fixed charge coverage ratio.

The Agreement also contains certain events of default customary for facilities of this type (with customary grace periods), including nonpayment of principal, interest, fees or other amounts when due; material inaccuracies of representations and warranties; violations of covenants; the occurrence of certain bankruptcy events; certain ERISA events; material judgments; changes of control; or the invalidity of the guaranty provided by the subsidiaries of the Company. Upon the occurrence of an event of default, any outstanding loans under the Agreement may be accelerated and/or the Lenders commitments may be terminated; provided that, upon the occurrence of certain insolvency or bankruptcy related events of default, all amounts payable under the Agreement will automatically become immediately due and payable, and the Lenders commitments will automatically terminate.

The foregoing does not constitute a complete summary of the terms of the Agreement. A copy of the Agreement is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

ITEM 7.01 Regulation FD Disclosure.

The information contained in this Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, is furnished pursuant to Item 7.01 of Form 8-K and shall not be deemed to be filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except as shall be expressly stated by specific reference in such filing.

ITEM 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Credit Agreement dated as of May 15, 2015 by and among Dave & Buster s Holdings, Inc., Dave & Buster s, Inc., the direct and indirect Subsidiaries of the Borrower from time to time party thereto, as guarantors, the several financial institutions from time to time party thereto, as lenders, Bank of America, N.A., as administrative agent, swing line lender and letters of credit issuer and Wells Fargo Bank, National Association, as syndication agent.
99.1	Press release dated May 18, 2015.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DAVE & BUSTER S ENTERTAINMENT, INC.

Date: May 18, 2015

By: /s/ Jay L. Tobin
Jay L. Tobin
Senior Vice President,
General Counsel and Secretary

Exhibit Index

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