
Securities and Exchange Commission
Washington , D.C. 20549

FORM 8-K
AMENDMENT NO. 1

Current Report
Pursuant To Section 13 or 15(d) Of
The Securities Exchange Act of 1934

Date of Report: April 18, 2008

RICK'S CABARET INTERNATIONAL, INC.

(Exact Name of Registrant As Specified in Its Charter)

Texas
(State Or Other Jurisdiction of Incorporation)

0-26958
(Commission File Number)

76-0037324
(IRS Employer Identification No.)

10959 Cutten Road
Houston, Texas 77066
(Address Of Principal Executive Offices, Including Zip Code)

(281) 397-6730
(Issuer's Telephone Number, Including Area Code)

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

As previously reported in our Form 8-K filed on April 23, 2008, on April 18, 2008, we entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") pursuant to the terms of which our subsidiary, RCI Entertainment (Las Vegas), Inc. (the "Purchaser"), will acquire 100% of the assets (the "Purchased Assets") of DI Food and Beverage of Las Vegas, LLC, a Nevada limited liability company ("DI Food" or the "Seller"). The Seller owns and operates an adult entertainment cabaret known as "SCORES" (the "Club"), located at 3355 Procyon Street, Las Vegas, Nevada 89102 (the "Real Property"). As part of the transaction, the Purchaser and DI also entered into an Option Agreement pursuant to which either party may exercise the option to purchase the Real Property. The Agreement provided for the transaction to close on or before June 10, 2008. On June 9, 2008, we entered into an Amendment to Asset Purchase Agreement for the sole purpose of extending the closing date of the acquisition to occur on or before July 2, 2008. A copy of the Amendment to Asset Purchase Agreement is attached hereto as Exhibit 10.1

A copy of the press release related to this transaction is attached hereto as Exhibit 99.1.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

Exhibit Number	Description
10.1	Amendment to Asset Purchase Agreement dated June 9, 2008
99.1	Press release dated June 9, 2008

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

RICK'S CABARET INTERNATIONAL, INC.

Date: June 9, 2008

By: /s/ Eric Langan
Eric Langan
President and Chief Executive Officer

AMENDMENT TO ASSET PURCHASE AGREEMENT

This Agreement effective the ____ day of June, 2008 (the “Amendment”) is to Amend the Asset Purchase Agreement by and among Rick’s Cabaret International, Inc., a Texas corporation (“Rick’s”), its wholly owned subsidiary, RCI Entertainment (Las Vegas), Inc., a Nevada corporation (the “Purchaser”), DI Food and Beverage of Las Vegas, LLC, a Nevada limited liability company (“DI Food” or “Seller”) and Harold Danzig (“Danzig”), Frank Lovaas (“Lovaas”) and Dennis DeGori (“DeGori”), who are all members of DI Food. Messrs. Danzig, Lovaas and DeGori are hereinafter collectively referred to herein as “Members.”

RECITALS

WHEREAS, Purchaser, Rick’s, Seller and the Members entered into an Asset Purchase Agreement dated April 17, 2008, (“Purchase Agreement”) for (i) the acquisition by Purchaser of all of the assets owned by the Seller which are associated or used in connection with the operation of an adult entertainment cabaret known as “SCORES” located at 3355 Procyon Street, Las Vegas, Nevada 89102 (the “Real Property” or the “Premises”), all as set forth in the Purchase Agreement; and (ii) the entering into an Option Agreement pursuant to which either the Purchaser or Seller may exercise the option to purchase the Real Property where SCORES is located; and

WHEREAS, Purchaser, Rick’s, Seller and the Members wish to amend Section 4.1 of the Purchase Agreement to change the Closing Date; and

WHEREAS, Purchaser, Rick’s, Seller and the Members wish to amend Section 11.1 of the Purchase Agreement to change the Termination Date.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All capitalized terms used herein shall have the meanings assigned to them in the Purchase Agreement unless expressly defined otherwise in this Amendment.
2. Except as otherwise specifically provided herein, all terms and conditions of the Purchase Agreement shall apply to the interpretation and enforcement of this Amendment as if explicitly set forth herein.

3. Amendment to Section 4.1 of the Purchase Agreement.

Purchaser, Rick's, Seller and Members hereby amend Section 4.1 of the Purchase Agreement in its entirety to read as follows:

“ The Closing . The closing of the transactions contemplated by this Agreement shall take place on or before July 2, 2008 (the “Closing Date”), at the offices of Shimon & Lovaas, a Professional Corporation, 3016 W. Charleston Blvd., Suite 210, Las Vegas, Nevada 89102, or at such other time and place as agreed upon among the parties hereto (the “Closing”).”

4. Amendment to Section 11.1 of the Purchase Agreement.

Purchaser, Rick's, Seller and Members hereby amend Section 11.1 of the Purchase Agreement in its entirety to read as follows:

“ Termination of Agreement . This Agreement shall terminate and be of no force and effect and all other agreements executed herewith shall be of no force and effect if: (i) the transactions contemplated by this Agreement, including the sale of the Purchased Assets are not consummated on or before July 2, 2008, unless all of the parties hereto agree in writing to extend the Agreement or (ii) all of the parties agree in writing to terminate this Agreement sooner.”

5. This Amendment shall be of no force and effect until receipt and execution of this Amendment by Purchaser, Rick's, Seller and the Members. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument, by facsimile signature of any of the parties, each of which shall be deemed an original for all purposes.

6. Except as expressly amended hereby, the Purchase Agreement remains in full force and effect. Any references to the Purchase Agreement shall refer to the Purchase Agreement as amended hereby.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the date first set forth above.

RICK'S CABARET INTERNATIONAL, INC.

/s/ Eric Langan

By: Eric Langan, President

RCI ENTERTAINMENT (LAS VEGAS), INC.

/s/ Eric Langan

By: Eric Langan, President

DI FOOD AND BEVERAGE OF LAS VEGAS, LLC

/s/ Dennis DeGori

By: Dennis DeGori, Manager

/s/ Harold Danzig

Harold Danzig, Individually,
Member of DI Food and Beverage of Las Vegas, LLC

/s/ Frank Lovaas

Frank Lovaas, Individually,
Member of DI Food and Beverage of Las Vegas, LLC

/s/ Dennis DeGori

Dennis DeGori, Individually,
Member of DI Food and Beverage of Las Vegas, LLC

**FOR IMMEDIATE RELEASE****RICK'S CABARET INTERNATIONAL, INC. SETS NEW DATE FOR CLOSING ON ACQUISITION OF SCORES-LAS VEGAS CLUB**

HOUSTON – (June 9, 2008) – **Rick's Cabaret International, Inc.** (NASDAQ: RICK) said today it has extended the date for closing on the acquisition of the Scores-Las Vegas adult nightclub to July 2, 2008.

The new date agreed to with the sellers of the club was selected to allow for the completion of the transfer of various state and local permits. Under terms of the purchase agreement signed on April 17, 2008 the transaction was to have closed on or before June 10, 2008. No other terms of the agreement have been changed.

Under terms of the agreement Rick's Cabaret will purchase Scores-Las Vegas from **DI Food & Beverage of Las Vegas, LLC** for \$16 million in cash and a \$5 million convertible debenture bearing 4 percent interest. As part of the acquisition Rick's Cabaret also acquires an option to buy the property on which the club is located, just off the Las Vegas Strip.

Closing on the transaction is subject to certain closing conditions, including but not limited to Rick's Cabaret obtaining adequate financing, approval by relevant regulatory authorities of the transfer of ownership in the selling entity and other conditions consistent with transactions of this type. As a condition of closing the sellers have agreed to demonstrate gross revenues for the preceding 12 months of at least \$18.5 million and earnings before income tax, depreciation and amortization of not less than \$4 million. The company believes this acquisition will add 29 cents per share to earnings on an annual basis.

About Rick's Cabaret : Rick's Cabaret International, Inc. (NASDAQ: RICK) operates upscale adult nightclubs serving primarily businessmen and professionals that offer live adult entertainment, restaurant and bar operations. The company owns, operates or licenses adult nightclubs in New York City, Miami, Philadelphia, New Orleans, Charlotte, Dallas, Houston, Minneapolis and other cities under the names "Rick's Cabaret," "XTC," "Club Onyx" and "Tootsie's Cabaret". Sexual contact is not permitted at these locations. Rick's Cabaret also owns the adult Internet membership Web site, couplestouch.com, and a network of online adult auction sites under the flagship URL naughtybids.com. Rick's Cabaret common stock is traded on NASDAQ under the symbol RICK. For further information contact ir@ricks.com.

Forward-looking Statements : This document contains forward-looking statements that involve a number of risks and uncertainties that could cause the company's actual results to differ materially from those indicated in this document, including the risks and uncertainties associated with operating and managing an adult business, the business climates in New York City and elsewhere, the success or lack thereof in launching and building the company's businesses in New York City and elsewhere, risks and uncertainties related to the operational and financial results of our Web sites, conditions relevant to real estate transactions, and numerous other factors such as laws governing the operation of adult entertainment businesses, competition and dependence on key personnel. Rick's has no obligation to update or revise the forward-looking statements to reflect the occurrence of future events or circumstances. For further information visit www.ricks.com < <http://www.ricks.com/> >.

Contact: Allan Priaulx, 212-338-0050, ir@ricks.com