

FLANIGANS ENTERPRISES INC  
Form 10-K  
December 29, 2010

---

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

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES ACT OF 1934

For the fiscal year ended October 2, 2010

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number I-6836

Flanigan's Enterprises, Inc.  
(Exact name of registrant as specified in its charter)

Florida  
(State or other jurisdiction of  
incorporation or organization)

59-0877638  
(I.R.S. Employer Identification No.)

5059 N.E. 18th Avenue, Fort Lauderdale, FL  
(Address of principal executive offices)

33334  
(Zip Code)

Registrant's telephone number, including area code, (954) 377-1961

Securities registered pursuant to Section 12(b) of the Act:

Common Stock, \$.10 Par Value  
Title of each class on which registered

NYSE AMEX  
Name of each exchange

Securities registered pursuant to Section 12(g) of the Act: NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.  
Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes  No

---

---

1

---

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of the voting stock held by non-affiliates of the registrant was \$5,075,000 as of April 3, 2010, the last business day of the registrant's most recently completed second fiscal quarter. The closing price per share on April 2, 2010 was \$6.30.

There were 1,861,915 shares of the Registrant's Common Stock, \$0.10 par value, outstanding as of December 28, 2010.

#### DOCUMENTS INCORPORATED BY REFERENCE

Information required by Part III (Items 10, 11, 12, 13 and 14) is incorporated by reference to portions of the Registrant's Proxy Statement for the 2011 Annual Meeting of Shareholders which will be filed with the Securities and Exchange Commission by January 30, 2011.

FLANIGAN'S ENTERPRISES, INC. AND SUBSIDIARIES

TABLE OF CONTENTS

PART I.

Item 1	<u>Business</u>	5
Item 1A	<u>Risk Factors</u>	19
Item 1B	<u>Unresolved Staff Comments</u>	25
Item 2	<u>Properties</u>	25
Item 3	<u>Legal Proceedings</u>	32

PART II

Item 5	<u>Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.</u>	33
Item 6	<u>Selected Financial Data.</u>	34
Item 7	<u>Management's Discussion and Analysis of Financial Condition and Results of Operation.</u>	34
Item 7A	<u>Quantitative and Qualitative Disclosures About Market Risk.</u>	45
Item 8	<u>Financial Statements and Supplementary Data.</u>	47
Item 9	<u>Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.</u>	47
Item 9A	<u>Controls and Procedures.</u>	47
Item 9B.	<u>Other Information</u>	48

PART III.

Item 10	<u>Directors, Executive Officers and Corporate Governance</u>	48
Item 11	<u>Executive Compensation</u>	48
Item 12	<u>Security Ownership of Certain Beneficial Owners and Management and Related Stockholders Matters</u>	48

Table of Contents

Item 13 Certain Relationships and Related Transactions, and Director Independence. 49

Item 14 Principal Accounting Fees and Services 49

PART IV

Item 15 Exhibits and Financial Statement Schedules. 49

SIGNATURES

CERTIFICATIONS

As used in this Annual Report on Form 10-K, the terms “we,” “us,” “our,” the “Company” and “Flanigan’s” mean Flanigan's Enterprises, Inc. and its subsidiaries (unless the context indicates a different meaning).

Table of Contents

## PART I

## Item 1. Business

When used in this report, the words "anticipate", "believe", "estimate", "will", "intend" and "expect" and similar expressions identify forward-looking statements. Forward-looking statements in this report include, but are not limited to, those relating to the general expansion of the Company's business. Although we believe that our plans, intentions and expectations reflected in these forward-looking statements are reasonable, we can give no assurance that these plans, intentions or expectations will be achieved. We undertake no obligation to update forward-looking statements to reflect events or circumstances occurring after the date of this annual report on Form 10-K.

## General

At October 2, 2010, we (i) operated 24 units, (excluding the adult entertainment club referenced in (ii) below), consisting of restaurants, package liquor stores and combination restaurants/package liquor stores that we either own or have operational control over and partial ownership in; (ii) own but do not operate one adult entertainment club; and (iii) franchise an additional five units, consisting of one restaurant and four combination restaurants/package liquor stores, (one of which we operate). The table below provides information concerning the type (i.e. restaurant, package liquor store or combination restaurant/package liquor store) and ownership of the units (i.e. whether (i) we own 100% of the unit; (ii) the unit is owned by a limited partnership of which we are the sole general partner and/or have invested in; or (iii) the unit is franchised by us), as of October 2, 2010 and as compared to October 3, 2009. With the exception of "The Whale's Rib", a restaurant we operate but do not own, all of the restaurants operate under our service mark "Flanigan's Seafood Bar and Grill" and all of the package liquor stores operate under our service mark "Big Daddy's Liquors".

	FISCAL YEAR 2010	FISCAL YEAR 2009	NOTE NUMBER
TYPES OF UNITS			
Company Owned:			
Combination package liquor store and restaurant	4	4	
Restaurant only	4	3	(1)
Package liquor store only	5	5	
Company Managed			
Restaurants Only:			
Limited partnerships	9	9	
Franchise	1	1	
Unrelated Third Party	1	1	
Company Owned Club:	1	1	
TOTAL - Company Owned/Operated Units:	25	24	
FRANCHISED - units	5	6	(1)(2)



Table of Contents

Notes:

(1) During the first quarter of our 2010 fiscal year end, we purchased from a franchisee the operating restaurant assets of the franchised restaurant located in Boca Raton, Florida and accordingly, on October 18, 2009, the restaurant converted from a franchised unit to a company owned restaurant.

(2) We operate a restaurant for one (1) franchisee. This unit is included in the table both as a franchised restaurant, as well as a restaurant operated by us.

History and Development of Our Business

We were incorporated in Florida in 1959 and commenced operating as a chain of small cocktail lounges and package liquor stores throughout South Florida. By 1970, we had established a chain of "Big Daddy's" lounges and package liquor stores between Vero Beach and Homestead, Florida. From 1970 to 1979, we expanded our package liquor store and lounge operations throughout Florida and opened clubs in five other "Sun Belt" states. In 1975, we discontinued most of our package store operations in Florida except in the South Florida areas of Miami-Dade, Broward, Palm Beach and Monroe Counties. In 1982 we expanded our club operations into the Philadelphia, Pennsylvania area as general partner of several limited partnerships we organized. In March 1985 we began franchising package liquor stores and lounges in the South Florida area. See Note 8 to the consolidated financial statements and the discussion of franchised units on page 8.

During our fiscal year 1987, we began renovating our lounges to provide full restaurant food service, and subsequently renovated and added food service to most of our lounges. Food sales currently represent approximately 80% and bar sales approximately 20% of our total restaurant sales.

Our package liquor stores emphasize high volume business by providing customers with a wide variety of brand name and private label merchandise at discount prices. Our restaurants offer alcoholic beverages and full food service with abundant portions and reasonable prices, served in a relaxed, friendly and casual atmosphere.

We conduct our operations directly and through a number of limited partnerships and wholly owned subsidiaries, all of which are listed below. Our subsidiaries and the limited partnerships, (except for the limited partnership, where we are not the general partner, which owns and operates



Table of Contents

our franchised restaurant in Fort Lauderdale, Florida) are reported on a consolidated basis.

ENTITY	STATE OF ORGANIZATION	PERCENTAGE OWNED
Flanigan's Management Services, Inc.	Florida	100
Flanigan's Enterprises, Inc. of Georgia	Georgia	100
Flanigan's Enterprises, Inc. of Pa.	Pennsylvania	100
Flanigan's Enterprises of N. Miami, Inc.(incorporated October 20, 2010)	Florida	100
CIC Investors #13, Limited Partnership	Florida	40
CIC Investors #50, Limited Partnership	Florida	17
CIC Investors #55, Limited Partnership	Florida	48
CIC Investors #60, Limited Partnership	Florida	45
CIC Investors #65, Limited Partnership	Florida	28
CIC Investors #70, Limited Partnership	Florida	41
CIC Investors #75, Limited Partnership	Florida	13
CIC Investors #80, Limited Partnership	Florida	27
CIC Investors #95, Limited Partnership	Florida	30
Josar Investments, LLC	Florida	100

#### Package Liquor Store Operations

Our package liquor stores emphasize high volume business by providing customers with a wide selection of brand name and private label liquors, beer and wines while offering competitive pricing by meeting the published sales prices of our competitors. We provide sales training to our package liquor store personnel. The stores are open for business six or seven days a week from 9:00-10:00 a.m. to 9:00-10:00 p.m., depending upon demand and local law. Approximately half of our units have "night windows" with extended evening hours.

**Company Owned Package Liquor Stores.** We own and operate nine package liquor stores in the South Florida area under the name "Big Daddy's Liquors", four of which are jointly operated with restaurants we own.

**Franchised Package Liquor Stores.** We franchise four package liquor stores in the South Florida area, all of which are operated under the name "Big Daddy's Liquors" and are jointly operated with our franchisee's



Table of Contents

restaurant operations. Three of the four franchised package liquor stores are franchised to members of the family of our Chairman of the Board, officers and/or directors. We have not entered into a franchise arrangement for either a package liquor store, restaurant or combination package liquor store/restaurant since 1986 and do not anticipate that we will do so in the foreseeable future.

Generally, a franchise agreement with our franchisees for the operation of a package liquor store runs for the balance of the term of the franchisee's lease for the business premises, extended by the franchisee's continued occupancy of the business premises thereafter, whether by lease or ownership. In exchange for our providing management and related services to the franchisee and our granting the right to the franchisee to use our service mark, "Big Daddy's Liquors", franchisees of package liquor stores pay us weekly in arrears, (i) a royalty equal to approximately 1% of gross sales; plus (ii) an amount for advertising equal to between 1-1/2% to 3% of gross sales generated at the stores depending upon our actual advertising costs.

Restaurant Operations.

Our restaurants provide a neighborhood casual, standardized dining experience, typical of casual restaurant chains. The interior decor of the restaurants is nautical with numerous fishing and boating pictures and decorations. The restaurants are designed to permit minor modifications without significant capital expenditures. However, from time to time we are required to redesign and refurbish the restaurants at significant cost. Drink prices may vary between locations to meet local conditions. Food prices are substantially standardized for all restaurants. The restaurants' hours of operation are from 11:00 a.m. to 1:00-5:00 a.m. depending upon demand and local law.

Company Owned Restaurants. We own and operate eight restaurants all under our service mark "Flanigan's Seafood Bar and Grill" four of which are jointly operated with package liquor stores we own.

Franchised Restaurants. We franchise five restaurants, all of which operate under our service mark "Flanigan's Seafood Bar and Grill", one of which operates as a restaurant only and four of which operate jointly with a franchisee operated "Big Daddy's Liquors" package liquor store.

Generally, a franchise agreement with our franchisees for the operation of a restaurant runs for the balance of the term of the franchisee's lease for the business premises, extended by the franchisee's continued occupancy of the business premises thereafter, whether by lease or ownership. In exchange for our providing management and related services to the franchisee and our granting the right to the franchisee to use our service mark, "Flanigan's Seafood Bar and Grill", our franchisees pay us weekly in arrears, (i) a royalty equal to approximately 3% of gross sales; plus (ii) an amount for advertising equal to between 1-1/2% to 3% of gross sales from the restaurants.

Table of Contents

For accounting purposes, we do not consolidate the revenue and expenses of our franchisees' operations with our revenue and expenses. Franchise royalties we receive are "earned" when sales are made by franchisees.

Restaurants Owned by Affiliated Limited Partnerships

We have invested with others, (some of whom are or are affiliated with our officers and directors), in ten limited partnerships which currently own and operate ten South Florida based restaurants under our service mark "Flanigan's Seafood Bar and Grill". In addition to being a limited partner in these limited partnerships, we are the sole general partner of all of these limited partnerships and manage and control the operations of the restaurants except for the restaurant located in Fort Lauderdale, Florida where we only hold a limited partnership interest.

Generally, the terms of the limited partnership agreements provide that until the investors' cash investment in a limited partnership (including any cash invested by us) is returned in full, the limited partnership distributes to the investors annually out of available cash from the operation of the restaurant, as a return of capital, up to 25% of the cash invested in the limited partnership, with no management fee paid to us. Any available cash in excess of the 25% of the cash invested in the limited partnership distributed to the investors annually, is paid one-half (1/2) to us as a management fee and one-half (1/2) to the investors, (including us), pro-rata based on the investors' investment, as a return of capital. Once all of the investors, (including us), have received, in full, amounts equal to their cash invested, an annual management fee becomes payable to us equal to one-half (1/2) of cash available to be distributed, with the other one half (1/2) of available cash distributed to the investors (including us), as a profit distribution, pro-rata based on the investors' investment. As of October 2, 2010, limited partnerships owning three (3) restaurants, (Surfside, Florida, Kendall, Florida and West Miami, Florida locations), have returned all cash invested and we receive an annual management fee equal to one-half (1/2) of the cash available for distribution by the limited partnership. In addition to our receipt of distributable amounts from the limited partnerships, we receive a fee equal to 3% of gross sales for use of our "Flanigan's Seafood Bar and Grill" service mark, which use is authorized while we act as general partner only. This 3% fee is "earned" when sales are made by the limited partnerships and is paid weekly, in arrears. Although we have no restaurants under development and whether we will have any under development in the future will be dependant, among other things, on market conditions and our ability to raise capital, we anticipate that we will continue to form limited partnerships to raise funds to own and operate restaurants under our service mark "Flanigan's Seafood Bar and Grill" using the same or substantially similar financial arrangements.

Below is information on the ten limited partnerships which own and operate "Flanigan's Seafood Bar and Grill" restaurants:

Pinecrest, Florida

We are the sole general partner and 40% limited partner in this limited partnership which has owned and operated a restaurant in Pinecrest, Florida

Table of Contents

under our “Flanigan’s Seafood Bar and Grill” service mark since August 14, 2006. 15.0% of the remaining limited partnership interest is owned by persons who are either our officers, directors or their family members. As of the end of our fiscal year 2010, this limited partnership has returned to its investors approximately 50% of their initial cash invested, increased from approximately 38% as of our fiscal year ended 2009.

Fort Lauderdale, Florida

A corporation, owned by one of our directors, acts as sole general partner of a limited partnership which has owned and operated a restaurant in Fort Lauderdale, Florida under our “Flanigan’s Seafood Bar and Grill” service mark since April 1, 1997. We have a 25% limited partnership interest in this limited partnership. 58.8% of the remaining limited partnership interest is owned by persons who are either our officers, directors or their family members. This limited partnership has returned to its investors all cash invested, but since we are not the general partner of this limited partnership, we do not receive an annual management fee. We have a franchise arrangement with this limited partnership and for accounting purposes, we do not consolidate the operations of this limited partnership into our operations.

Surfside, Florida

We are the sole general partner and a 45% limited partner in this limited partnership which has owned and operated a restaurant in Surfside, Florida under our “Flanigan’s Seafood Bar and Grill” service mark since March 6, 1998. 34.9% of the remaining limited partnership interest is owned by persons who are either our officers, directors or their family members. This limited partnership has returned to its investors all of their initial cash invested and we receive an annual management fee equal to one-half (1/2) of the cash available for distribution by this limited partnership.

Kendall, Florida

We are the sole general partner and a 41% limited partner in this limited partnership which has owned and operated a restaurant in Kendall, Florida under our “Flanigan’s Seafood Bar and Grill” service mark since April 4, 2000. 29.7% of the remaining limited partnership interest is owned by persons who are either our officers, directors or their family members. This limited partnership has returned to its investors all of their initial cash invested and we receive an annual management fee equal to one-half (1/2) of the cash available for distribution by this limited partnership.

West Miami, Florida

We are the sole general partner and a 27% limited partner in this limited partnership which has owned and operated a restaurant in West Miami, Florida under our “Flanigan’s Seafood Bar and Grill” service mark since October 11, 2001. 34.1% of the remaining limited partnership interest is owned by persons who are either our officers, directors or their family members. This limited partnership has returned to its investors all of their initial cash invested and we receive an annual management fee equal to one-half (1/2) of the cash available for distribution by this limited partnership.

Table of Contents

Weston, Florida

We are the sole general partner and a 30% limited partner in this limited partnership which has owned and operated a restaurant in Weston, Florida under our “Flanigan’s Seafood Bar and Grill” service mark since January 20, 2003. 35.1% of the remaining limited partnership interest is owned by persons who are either our officers, directors or their family members. As of the end of our fiscal year 2010, this limited partnership has returned to its investors approximately 73.75% of their initial cash invested. During our fiscal year 2010, no distributions were made to limited partners as this limited partnership had limited positive cash flow generated by this restaurant. The limited cash flow was primarily attributable to increased competition, which we expect to continue into our fiscal year 2011.

Stuart, Florida

We are the sole general partner and 13% limited partner in this limited partnership which has owned and operated a restaurant in a former Howard Johnson’s Hotel in Stuart, Florida under our “Flanigan’s Seafood Bar and Grill” service mark since January 11, 2004. 31.0% of the remaining limited partnership interest is owned by persons who are either our officers, directors or their family members. As of the end of our fiscal year 2010, this limited partnership has returned to its investors approximately 22.5% of their initial cash invested. During our fiscal years 2010 and 2009, no distributions were made to limited partners as this limited partnership had a net loss of \$19,000 and net gain of \$1,000 from the operation of the restaurant during the fiscal years 2010 and 2009, respectively, before depreciation and amortization, and owed the Company \$228,000 and \$241,000, as of the end of our fiscal years 2010 and 2009, respectively, in advances made to meet operating losses.

During the fourth quarter of our fiscal year 2010, this limited partnership entered into a new lease with the lender which acquired ownership of the property through foreclosure. The term of the lease is three (3) years, retroactive to May 1, 2010, with one (1) three (3) year renewal option and the annual rent is subject to fixed annual increases. During the fourth quarter of our fiscal year 2010, the lender discontinued its “Howard Johnson’s” franchise, which gives this limited partnership the right to terminate the lease in the event a new franchise with a national hotel chain is not executed within ninety (90) days of the termination of the “Howard Johnson’s” franchise and at anytime thereafter until a new franchise with a national hotel chain is executed.

As of October 2, 2010 and October 3, 2009, the amounts this limited partnership owes to us have been offset with an allowance for doubtful accounts, in the amounts of \$228,000 and \$241,000, respectively, on our balance sheet and is offset by an eliminating entry in consolidation in accordance with ASC Topic 810 regarding accounting for consolidation.

Wellington, Florida

We are the sole general partner and a 28% limited partner in this limited partnership which has owned and operated a restaurant in Wellington, Florida under our “Flanigan’s Seafood Bar and Grill” service mark since May

Table of Contents

27, 2005. 25.7% of the remaining limited partnership interest is owned by persons who are either our officers, directors or their family members. As of the end of our fiscal year 2010, this limited partnership has returned to its investors approximately 47% of their initial cash invested, increased from approximately 42% as of the end of our fiscal year 2009.

Davie, Florida

We are the sole general partner and a 48% limited partner in this limited partnership which has owned and operated a restaurant in Davie, Florida under our “Flanigan’s Seafood Bar and Grill” service mark since July 28, 2008. 9.7% of the remaining limited partnership interest is owned by persons who are either our officers, directors or their family members. As of the end of our fiscal year 2010, this limited partnership has returned to its investors approximately 13.5% of their initial cash invested, increased from approximately 7.0% as of the end of our fiscal year 2009.

Pembroke Pines, Florida

We are the sole general partner and a 17% limited partner in this limited partnership which has owned and operated a restaurant in Pembroke Pines, Florida under our “Flanigan’s Seafood Bar and Grill” service mark since October 29, 2007. 17.9% of the remaining limited partnership interest is owned by persons who are either our officers, directors or their family members. As of the end of our fiscal year 2010, this limited partnership has returned to its investors approximately 18.5% of their initial cash invested, increased from approximately 11.0% as of the end of our fiscal year 2009.

Management Agreement for “The Whale’s Rib” Restaurant

Since January, 2006, we have managed “The Whale’s Rib”, a casual dining restaurant located in Deerfield Beach, Florida, pursuant to a management agreement. We paid \$500,000 in exchange for our rights to manage this restaurant. The restaurant is owned by a third party unaffiliated with us. In exchange for providing management, bookkeeping and related services, we receive one-half (½) of the net profit, if any, from the operation of the restaurant. The term of the management agreement, which commenced January 9, 2006, is for ten (10) years, with four (4) five (5) year renewal options in favor of the owner of the restaurant. For our fiscal years ended October 2, 2010 and October 3, 2009, we generated \$263,000 and \$185,000 of revenue, respectively, from providing these management services. As of October 2, 2010, we have generated revenue in the aggregate amount of \$866,000 since the effective date of the management agreement on January 9, 2006.

Adult Entertainment Club

We own, but do not operate, an adult entertainment nightclub located in Atlanta, Georgia which operates under the name “Mardi Gras”. We have a management agreement with an unaffiliated third party to manage the club. Under our management agreement, the unaffiliated third party management firm is obligated to pay us an annual amount, paid monthly, equal to the greater

## Table of Contents

of \$150,000 or ten (10%) percent of gross sales from the club, offset by one-half (1/2) of any rental increases, provided our fees will never be less than \$150,000 per year. For our fiscal years ended October 2, 2010 and October 3, 2009, we generated \$165,000 and \$170,000 of revenue, respectively, from the operation of the club.

### Operations and Management

We emphasize systematic operations and control of all package liquor stores and restaurants regardless of whether we own, franchise or manage the unit. Each unit has its own manager who is responsible for monitoring inventory levels, supervising sales personnel, food preparation and service in restaurants and generally assuring that the unit is managed in accordance with our guidelines and procedures. We have in effect an incentive cash bonus program for our managers and salespersons based upon various performance criteria. Our operations are supervised by area supervisors. Each area supervisor supervises the operations of the units within his or her territory and visits those units to provide on-site management and support. There are five area supervisors responsible for package liquor store, restaurant and club operations in specific geographic districts.

All of our managers and salespersons receive extensive training in sales techniques. We arrange for independent third parties, or "shoppers", to inspect each unit in order to evaluate the unit's operations, including the handling of cash transactions.

### Purchasing and Inventory

The package liquor business requires a constant substantial capital investment in inventory in the units. Our inventory consists primarily of liquor and wine products and as such, does not become excessive or obsolete that would require identifying and recording of the same. Liquor inventory purchased can normally be returned only if defective or broken.

All of our purchases of liquor inventory are made through our purchasing department from our corporate headquarters. The major portion of inventory is purchased under individual purchase orders with licensed wholesalers and distributors who deliver the merchandise within one or two days of the placing of an order. Frequently there is only one wholesaler in the immediate marketing area with an exclusive distributorship of certain liquor product lines. Substantially all of our liquor inventory is shipped by the wholesalers or distributors directly to our stores. We significantly increase our inventory prior to Christmas, New Year's Eve and other holidays. Under Florida law, we are required to pay for our liquor purchases within ten days of delivery.

During our fiscal year 2010, we continued installing the surveillance camera system in all of our owned package liquor stores and those owned by our franchisees. As of October 2, 2010, surveillance camera systems have been installed in all of our package liquor stores, at an aggregate cost of approximately \$118,000.



Table of Contents

During the first quarter of our fiscal year 2009, the package liquor stores we own and those owned by our franchisees began using a new point of sale computer system. The cost of this new point of sale computer system, including hand-held, wireless scanners but excluding the surveillance camera system, was approximately \$287,000.

Negotiations with food suppliers are conducted by our purchasing department at our corporate headquarters. We believe this ensures that the best quality and prices will be available to each restaurant. Orders for food products are prepared by each restaurant's kitchen manager and reviewed by the restaurant's general manager before orders are placed. Food is delivered by the supplier directly to each restaurant. Orders are placed several times a week to ensure product freshness. Food inventory is primarily paid for monthly.

Government Regulation

Our operations are subject to various federal, state and local laws affecting our business. In particular, our operations are subject to regulation by federal agencies and to licensing and regulation by state and local health, sanitation, alcoholic beverage control, safety and fire department agencies in the state or municipality where our units are located.

Alcoholic beverage control regulations require each of our restaurants and package liquor stores to obtain a license to sell alcoholic beverages from a state authority and in certain locations, county and municipal authorities.

In Florida, where all of our restaurants and package liquor stores are located, most of our liquor licenses are issued on a "quota license" basis. Quota licenses are issued on the basis of a population count established from time to time under the latest applicable census. Because the total number of liquor licenses available under a quota license system is limited and restrictions are placed upon their transfer, the licenses have purchase and resale value based upon supply and demand in the particular areas in which they are issued. The quota licenses held by us allow the sale of liquor for on and off premises consumption. In Florida, the other liquor licenses held by us or limited partnerships of which we are the general partner are restaurant liquor licenses, which do not have quota restrictions and no purchase or resale value. A restaurant liquor license is issued to every applicant who meets all of the state and local licensing requirements, including, but not limited to zoning and minimum restaurant size, seating and menu. The restaurant liquor licenses held by us allow the sale of liquor for on premises consumption only.

In the State of Georgia, where our adult entertainment club is located, licensed establishments also do not have quota restrictions for on-premises consumption and such licenses are issued to any applicant who meets all of the state and local licensing requirements based upon extensive license application filings and investigations of the applicant.

All licenses must be renewed annually and may be revoked or suspended for cause at any time. Suspension or revocation may result from violation by

Table of Contents

the licensee or its employees of any federal, state or local law regulation pertaining to alcoholic beverage control. Alcoholic beverage control regulations relate to numerous aspects of the daily operations of our units, including, minimum age of patrons and employees, hours of operations, advertising, wholesale purchasing, inventory control, handling, storage and dispensing of alcoholic beverages, internal control and accounting and collection of state alcoholic beverage taxes.

As the sale of alcoholic beverages constitutes a large share of our revenue, the failure to receive or retain, or a delay in obtaining a liquor license in a particular location could adversely affect our operations in that location and could impair our ability to obtain licenses elsewhere.

During our fiscal years 2010 and 2009, no significant pending matters have been initiated concerning any of our licenses which might be expected to result in a revocation of a liquor license or other significant actions against us.

We are subject to “dram-shop” statutes due to our restaurant operations and club ownership. These statutes generally provide a person injured by an intoxicated person the right to recover damages from an establishment that wrongfully served alcoholic beverages to the intoxicated individual. We carry liquor liability coverage as part of our existing comprehensive general liability insurance, which we believe is consistent with coverage carried by other entities in the restaurant industry. Although we are covered by insurance, a judgment against us under a dram-shop statute in excess of our liability coverage could have a material adverse effect on us.

Our operations are also subject to federal and state laws governing such matters as wages, working conditions, citizenship requirements and overtime. Significant numbers of hourly personnel at our restaurants are paid at rates related to the federal or Florida minimum wage, whichever is higher, and accordingly, increases in the minimum wage will increase labor costs. We are also subject to the Americans With Disability Act of 1990 (ADA), which, among other things, may require certain renovations to our restaurants to meet federally mandated requirements. The cost of any such renovations is not expected to materially affect us.

We are not aware of any statute, ordinance, rule or regulation under present consideration which would significantly limit or restrict our business as now conducted. However, in view of the number of jurisdictions in which we conduct business, and the highly regulated nature of the liquor business, there can be no assurance that additional limitations may not be imposed in the future, even though none are presently anticipated.

General Liability Insurance

We have general liability insurance which incorporates a semi-self-insured plan under which we assume the full risk of the first \$50,000 of exposure per occurrence, while the limited partnerships assume the full risk of the first \$10,000 of exposure per occurrence. Our insurance carrier is responsible for \$1,000,000 coverage per occurrence above our self-insured deductible, up to a maximum aggregate of \$2,000,000 per year. During our

## Table of Contents

fiscal year 2010 and again in fiscal year 2011 we were able to purchase excess liability insurance at a reasonable premium, whereby our excess insurance carrier is responsible for \$6,000,000 coverage above our primary general liability insurance coverage. With the exception of one (1) limited partnership which has higher general liability insurance coverage to comply with the terms of its lease for the business premises, we are un-insured against liability claims in excess of \$7,000,000 per occurrence and in the aggregate.

Our general policy is to settle only those legitimate and reasonable claims asserted and to aggressively defend and go to trial, if necessary, on frivolous and unreasonable claims. We have established a group of defense attorneys which we use in conjunction with this program. Under our current liability insurance policy, any expense incurred by us in defending a claim, including adjusters and attorney's fees, are a part of our \$50,000 or \$10,000, as applicable, self-insured retentions.

In accordance with accounting guidance, we accrue for any self-insured liability by recognizing costs when it is probable that a covered liability has been incurred and the cost can be reasonably estimated. Accordingly, our annual self-insurance costs may be subject to adjustment from previous estimates as facts and circumstances change. Our self-insured accruals are included in the accompanying consolidated balance sheets in the caption "Accounts payable and accrued expenses". A significant unfavorable judgment or settlement against us in excess of our liability insurance coverage could have a materially adverse effect on the Company.

### Property Insurance; Windstorm Insurance; Deductibles

For the policy year commencing December 30, 2010, our property insurance will be the first year of our three (3) year property insurance policy with our insurance carrier, including coverage for properties leased by us and our consolidated limited partnerships, and will provide for full insurance coverage for property losses, including those caused by windstorm, such as a hurricane. For property losses caused by windstorm, the property insurance will have fixed deductibles per location, per occurrence. For all other property losses, the property insurance will have deductibles of \$10,000 per location, per occurrence. Our insurance expense for the policy year commencing December 30, 2010, including insurance coverage for our consolidated limited partnerships, will be approximately equal to our insurance expense for the policy year which commenced December 30, 2009, (\$294,000), and was the second year of our two (2) year property insurance policy with our insurance carrier.

### Competition and the Company's Market

The liquor and hospitality industries are highly competitive and are often affected by changes in taste and entertainment trends among the public, by local, national and economic conditions affecting spending habits, and by population and traffic patterns. We believe that the principal means of competition among package liquor stores is price and that, in general, the

## Table of Contents

principal means of competition among restaurants include the location, type and quality of facilities and the type, quality and price of beverage and food served.

Our package liquor stores compete directly or indirectly with local retailers and discount "superstores". Due to the competitive nature of the liquor industry in South Florida, we have had to adjust our pricing to stay competitive, including meeting all competitors' advertisements. Such practices will continue in the package liquor business. We believe that we have a competitive position in our market because of widespread consumer recognition of the "Big Daddy's Liquors" name.

Our restaurants compete directly or indirectly with many well-established competitors, both nationally and locally owned. Due to the competitive nature of the hospitality industry, we have had to limit our menu price increases, while offering our customary quality and quantity of beverage and food served, all at a reasonable price. We believe that we have a competitive position in our market because of widespread consumer recognition of the "Flanigan's Seafood Bar and Grill" name.

We have many well-established competitors, both nationally and locally owned, with substantially greater financial resources and a longer history of operations than we do. Their resources and market presence may provide advantages in marketing, purchasing and negotiating leases. We compete with other restaurant and retail establishments for sites and finding management personnel.

Our business is subject to seasonal effects, including that liquor purchases tend to increase during the holiday seasons.

## Trade Names

We operate our package liquor stores and restaurants under two service marks; "Big Daddy's Liquors" and "Flanigan's Seafood Bar and Grill", both of which are federally registered trademarks owned by us. Our right to the use of the "Big Daddy's" service mark is set forth under a consent decree of a Federal Court entered into by us in settlement of federal trademark litigation. The consent decree and the settlement agreement allow us to continue to use and to expand our use of the "Big Daddy's" service mark in connection with our package liquor sales in Florida, while restricting future liquor sales in Florida under the "Big Daddy's" name by the other party who has a federally registered service mark for "Big Daddy's" use in the restaurant business. The Federal Court retained jurisdiction to enforce the consent decree. We have acquired registered Federal trademarks on the principal register for our "Flanigan's" and "Flanigan's Seafood Bar and Grill" service marks.

The standard symbolic trademark associated with our facilities and operations is the bearded face and head of "Big Daddy" which is predominantly displayed at all "Flanigan's" facilities and all "Big Daddy's" facilities throughout the country. The face comprising this trademark is that of the Company's founder, Joseph "Big Daddy" Flanigan, and is a federally registered trademark owned by us.

Table of Contents

## Employees

As of our fiscal year end 2010, we employed 976 persons, of which 750 were full-time and 226 were part-time. Of these, 33 were employed at our corporate offices in administrative capacities and 10 were employed in maintenance. Of the remaining employees, 39 were employed in package liquor stores and 894 in restaurants.

None of our employees are represented by collective bargaining organizations. We consider our labor relations to be favorable.

## EXECUTIVE OFFICERS

Name	Positions and Offices Currently Held	Age	Office or Position Held Since
James G. Flanigan	Chairman of the Board of Directors, Chief Executive Officer and President	46	(1)
August Bucci	Chief Operating Officer and Executive Vice President	66	2002
Jeffrey D. Kastner	Chief Financial Officer General Counsel and Secretary	57	(2)
Jean Picard	Vice President of Package Liquor Store Operations	72	2002

(1) Chairman of the Board of Directors, Chief Executive Officer since 2005; President since 2002.

(2) Chief Financial Officer since 2004; Secretary since 1995; and General Counsel since 1982.

## Flanigan's 401(k) Plan

Effective July 1, 2004, we began sponsoring a 401(k) retirement plan covering substantially all employees who meet certain eligibility requirements. Employees may contribute elective deferrals to the plan up to amounts allowed under the Internal Revenue Code. We are not required to contribute to the plan but may make discretionary profit sharing and/or matching contributions. During our fiscal years ended October 2, 2010 and October 3, 2009, the Board of Directors approved discretionary matching contributions totaling \$26,000 and \$0, respectively.

Table of Contents

Environmental Matters

We are not aware of any federal, state or local environmental laws or regulations that will materially affect our earnings or competitive position or result in material capital expenditures. However, we cannot predict the effect of possible future environmental legislation or regulations on our operations.

Item 1A Risk Factors

An investment in our common stock involves a high degree of risk. These risks should be considered carefully with the uncertainties described below, and all other information included in this Annual Report on Form 10-K, before deciding whether to purchase our common stock. Additional risks and uncertainties not currently known to management or that management currently deems immaterial may also become important factors that may harm our business, financial condition or results or operations. The occurrence of any of the following risks could harm our business, financial condition and results of operations. The trading price of our common stock could decline due to any of these risks and uncertainties and you may lose part or all of your investment.

Certain statements in this report contain forward-looking information. In general, forward-looking statements include estimates of future revenues, cash flow, capital expenditures, or other financial items and assumptions underlying any of the foregoing. Forward-looking statements reflect management's current expectations regarding future events and use words such as "anticipate", "believe", "expect", "may", "will" and other similar terminology. These statements speak only of the date they were made and involve a number of risks and uncertainties that could cause actual results to differ materially from those expressed in the forward-looking statements. Several factors, many beyond our control, could cause actual results to differ materially from management's expectations.

General Economic Factors May Adversely Affect Results Of Operations

The disruption experienced in the United States and global credit markets during the second half of calendar year 2008 and which continued into calendar year 2009 has adversely affected domestic and global credit markets. During our fiscal year ended October 2, 2010, we received private financing to purchase the real property and improvements of two (2) locations, upon one (1) of which we operate a combination package liquor store and restaurant and upon the other we operate a restaurant. We also accessed the credit markets to re-finance the mortgage loan encumbering our corporate offices and we converted the amount outstanding on our line of credit (\$1,586,000) to a term loan. While the impact of the current crisis made it more difficult to obtain financing, we were able to procure financing but at a higher cost and upon less favorable terms than in the past. From an operating standpoint, our business is dependent to a significant extent on regional and local economic conditions, particularly those that affect our customers. In particular, where our customers' disposable income available for

Table of Contents

discretionary spending is reduced (such as by job losses, credit constraints and higher housing, taxes, energy, interest or other costs) or where the perceived wealth of our customers has decreased (because of circumstances such as lower residential real estate values, increased tax rates or other economic disruptions), our business could experience lower sales and customer traffic as potential customers choose lower cost alternatives or choose alternatives to dining out. These factors could reduce our sales and profitability. The current financial crisis has resulted in the need to offer additional promotions to maintain our customer traffic.

**Intense Competition In The Restaurant And Package Liquor Store Industry Could Prevent Us From Increasing Or Sustaining Our Revenues And Profitability.**

The restaurant and package liquor store industry is intensely competitive with respect to food quality, price-value relationships, ambiance, service and location and many restaurants and package liquor stores compete with us at each of our locations. There are a number of well-established competitors with substantially greater financial, marketing, personnel and other resources than ours, and many of our competitors are well established in the markets where we have restaurants and/or stores where we intend to locate restaurants. Additionally, other companies may develop restaurants and/or stores that operate with similar concepts.

Any inability to successfully compete with the other restaurants and/or stores in our markets will prevent us from increasing or sustaining our revenues and profitability and will result in a material adverse effect on our business, financial condition, results of operations or cash flows. We may also need to modify or refine elements of our business to evolve our concepts in order to compete with popular new restaurant formats or store concepts that may develop in the future. There can be no assurance that we will be successful in implementing these modifications or that these modifications will not reduce our profitability.

**New Information Or Attitudes Regarding Diet And Health Could Result In Changes In Regulations And Consumer Eating Habits That Could Adversely Affect Our Revenues.**

Regulations and consumer eating habits may change as a result of new information or attitudes regarding diet and health. These changes may include regulations that impact the ingredients and nutritional content of our menu items at our restaurants. For example, a number of states, counties and cities are enacting menu labeling laws requiring multi-unit restaurant operators to make certain nutritional information available to guests or restrict the sales of certain types of ingredients in restaurants. The success of our restaurant operations is dependent, in part, upon our ability to effectively respond to changes in consumer health and disclosure regulations and to adapt our menu offerings to trends in eating habits. If consumer health regulations or consumer eating habits change significantly, we may be required to modify or delete certain menu items. To the extent we are unable to respond with appropriate changes to our menu offerings, it

Table of Contents

could materially affect customer demand and have an adverse impact on our revenues.

Adverse Public Or Medical Opinions About Health Effects Of Consuming Our Products As Well As Negative Publicity About Us, Our Restaurants And/Or Package Liquor Stores And About Others Across The Food And Liquor Industry Supply Chain, Whether Or Not Accurate, Could Negatively Affect Us.

Restaurant operators have received more scrutiny from regulators and health organizations in recent years relating to the health effects of consuming certain products. An unfavorable report on the products we use in our menu, the size of our portions or the consumption of those items could influence the demand for our offerings. In addition, adverse publicity or news reports, whether or not accurate, of food quality issues, illness, injury, health concerns, or operating issues stemming from a single restaurant, a limited number of restaurants, restaurants operated by others or generally in the food supply chain could be damaging to the restaurant industry overall and specifically harm our reputation. A decrease in guest traffic as a result of these types of health concerns or negative publicity could materially harm our results of operations.

Our Inability To Successfully And Sufficiently Raise Menu Prices Could Result In A Decline In Profitability.

We utilize menu price increases to help offset cost increases, including increased cost for commodities, minimum wages, employee benefits, insurance arrangements, construction, utilities and other key operating costs. If our selection and amount of menu price increases are not accepted by consumers and reduce guest traffic, or are insufficient to counter increased costs, our financial results could be negatively affected.

Fluctuations In Commodity Prices And Availability Of Commodities Including Pork, Beef, Fish, Poultry And Dairy Could Affect Our Business

A significant component of our costs are related to food commodities including pork, beef, fish, poultry and dairy products. If there is a substantial increase in prices for these products and we are unable to offset the increases with changes in menu prices, our results could be negatively affected.

Our Business Could Be Materially Adversely Affected If We Are Unable To Expand In A Timely And Profitable Manner

To grow successfully, we must open new restaurants on a timely and profitable basis. We have experienced delays in restaurant openings from time to time and may experience delays in the future. During our fiscal years 2010 and 2009, we did not open any new restaurants, nor do we have any new restaurants under development.



Table of Contents

Our ability to open and profitably operate restaurants and/or package liquor stores is subject to various risks such as identification and availability of suitable and economically viable locations, the negotiation of acceptable leases or the purchase terms of existing locations, the availability of limited partner investors or other means to raise capital, the need to obtain all required governmental permits (including zoning approvals) on a timely basis, the need to comply with other regulatory requirements, the availability of necessary contractors and subcontractors, the availability of construction materials and labor, the ability to meet construction schedules and budgets, variations in labor and building material costs, changes in weather or other acts of God that could result in construction delays and adversely affect the results of one or more restaurants and/or package liquor stores for an indeterminate amount of time. If we are unable to successfully manage these risks, we will face increased costs and lower than anticipated revenues which will materially adversely affect our business, financial condition, operating results and cash flow.

Changes In Customer Preferences For Casual Dining Styles Could Adversely Affect Financial Performance

Changing customer preferences, tastes and dietary habits can adversely impact our business and financial performance. We offer a large variety of entrees, side dishes and desserts and our continued success depends, in part, on the popularity of our cuisine and casual style of dining. A change from this dining style may have an adverse effect on our business.

Labor Shortages, An Increase In Labor Costs, Or Inability To Attract Employees Could Harm Our Business

Our employees are essential to our operations and our ability to deliver an enjoyable dining experience to our customers. If we are unable to attract and retain enough qualified restaurant and/or package liquor store personnel at a reasonable cost, and if they do not deliver an enjoyable dining experience, our results may be negatively affected. Additionally, competition for qualified employees could require us to pay higher wages, which could result in higher labor costs.

Increases In Employee Minimum Wages By The Federal Or State Government Could Adversely Affect Business

Certain of our Company employees are paid wages that relate to federal and state minimum wage rates. Increases in the minimum wage rates, such as annual cost of living increases in the State of Florida minimum wage, may significantly increase our labor costs. In addition, since our business is labor-intensive, shortages in the labor pool or other inflationary pressure could increase labor costs, which could harm our financial performance.

Table of Contents

Due To Our Geographic Locations, Restaurants Are Subject To Climate Conditions That Could Affect Operations

All but one (1) of our restaurants and package liquor stores are located in South Florida, with the remaining restaurant located in Central Florida. During hurricane season, (June 1st through November 30th each year), our restaurants and/or package liquor stores may face harsh weather associated with hurricanes and tropical storms. These harsh weather conditions may make it more difficult for customers to visit our restaurants and package liquor stores, or may necessitate the closure of the stores and restaurants for a period of time. If customers are unable to visit our restaurants and/or package liquor stores, our sales and operating results may be negatively affected.

Due To Our Geographic Locations, We May Not Be Able To Acquire Windstorm Insurance Coverage Or Adequate Windstorm Insurance Coverage At A Reasonable Rate

Due to the anticipated active hurricane seasons in South Florida in the future, we may not be able to acquire windstorm insurance coverage for our restaurant and package liquor store locations on a year-to-year basis or may not be able to get adequate windstorm insurance coverage at reasonable rates. If we are unable to obtain windstorm insurance coverage or adequate windstorm insurance coverage at reasonable rates, then we will be self-insured for all or a part of the exposure for damages caused by a hurricane impacting South Florida, which may have a material adverse effect upon our financial condition and/or results of operations.

Inability To Attract And Retain Customers Could Affect Results Of Operations

We take pride in our ability to attract and retain customers, however, if we do not deliver an enjoyable dining experience for our customers, they may not return and results may be negatively affected.

Failure To Comply With Governmental Regulations Could Harm Our Business And Our Reputation.

We are subject to regulation by federal agencies and regulation by state and local health, sanitation, building, zoning, safety, fire and other departments relating to the development and operation of restaurants. These regulations include matters relating to:

the environment;  
building construction;  
zoning requirements;  
the preparation and sale of food and alcoholic beverages; and  
employment.

Table of Contents

Our facilities are licensed and subject to regulation under state and local fire, health and safety codes. The construction and remodeling of restaurants will be subject to compliance with applicable zoning, land use and environmental regulations. We may not be able to obtain necessary licenses or other approvals on a cost-effective and timely basis in order to construct and develop restaurants in the future.

Various federal and state labor laws govern our operations and our relationship with our employees, minimum wage, overtime, working conditions, fringe benefit and work authorization requirements. In particular, we are subject to federal immigration regulations. Given the location of many of our restaurants, even if we operate those restaurants in strict compliance with federal immigration requirements, our employees may not all meet federal work authorization or residency requirements, which could lead to disruptions in our work force.

Our business can be adversely affected by negative publicity resulting from, among other things, complaints or litigation alleging poor food quality, food-borne illness or other health concerns or operating issues stemming from one or a limited number of restaurants. Unfavorable publicity could negatively impact public perception of our brands.

We are required to comply with the alcohol licensing requirements of the federal government, states and municipalities where our restaurants are located. Alcoholic beverage control regulations require applications to state authorities and, in certain locations, county and municipal authorities for a license and permit to sell alcoholic beverages. Typically, licenses must be renewed annually and may be revoked or suspended for cause at any time. Alcoholic beverage control regulations relate to numerous aspects of the daily operations of the restaurants, including minimum age of guests and employees, hours of operation, advertising, wholesale purchasing, inventory control and handling and storage and dispensing of alcoholic beverages. If we fail to comply with federal, state or local regulations, our licenses may be revoked and we may be forced to terminate the sale of alcoholic beverages at one or more of our restaurants.

The Federal Americans with Disabilities Act (the “ADA”) prohibits discrimination on the basis of disability in public accommodations and employment. We are required to comply with the ADA and regulations relating to accommodating the needs of disabled persons in connection with the construction of new facilities and with significant renovations of existing facilities.

Failure to comply with these and other regulations could negatively impact our reputation and could have an adverse effect on our business, financial condition, results of operations or cash flows.

**We May Face Liability Under Dram Shop Statutes**

Our sale of alcoholic beverages subjects us to “dram shop” statutes. These statutes allow an injured person to recover damages from an establishment that served alcoholic beverages to an intoxicated person. If we receive a judgment substantially in excess of our insurance coverage, or if

Table of Contents

we fail to maintain our insurance coverage, our business, financial condition, operating results or cash flows could be materially and adversely affected. We currently have no “dram shop” claims. See “Item 1. Business—Government Regulation” for a discussion of the regulations with which we must comply.

**We May Face Instances Of Food Borne Illness**

In years past, several nationally known restaurants experienced outbreaks of food poisoning believed to be caused by E.coli contained in fresh spinach, which is not included in any of the items on our menu, Asian and European countries experienced outbreaks of avian flu and incidents of “mad cow” disease have occurred in Canadian and U.S. cattle herds. These problems, other food-borne illnesses (such as, hepatitis A, trichinosis or salmonella) and injuries caused by food tampering have in the past, and could in the future, adversely affect the price and availability of affected ingredients and cause changes in consumer preference. As a result, our sales could decline.

Instances of food-borne illnesses, real or perceived, whether at our restaurants or those of our competitors, could also result in negative publicity about us or the restaurant industry, which could adversely affect sales. If we react to negative publicity by changing our menu or other key aspects of the dining experience we offer, we may lose customers who do not accept those changes, and may not be able to attract enough new customers to produce the revenue needed to make our restaurants profitable. If our guests become ill from food-borne illnesses, we could be forced to temporarily close some restaurants. A decrease in guest traffic as a result of health concerns or negative publicity, or as a result of a change in our menu or dining experience or a temporary closure of any of our restaurants, could materially harm our business.

**Item 1B. Unresolved Staff Comments**

As a Smaller Reporting Company as defined by Rule 12b-2 of the Exchange Act and in Item 10(f)(1) of Regulation S-K, we are electing scaled disclosure reporting obligations and therefore are not required to provide the information requested by this Item 1B.

**Item 2. Properties**

Our operations are conducted primarily on leased property with the exception of (i) a 10,000 square foot stand-alone building located in Fort Lauderdale, Florida that we purchased in December, 1999, which since April, 2001 has housed our corporate headquarters; (ii) a 4,600 square foot stand-alone building located in Hallandale, Florida that we purchased in July, 2006 and which since that time has housed our Hallandale, Florida Company-owned combination restaurant and package liquor store (Store #31); (iii) a 4,120 square foot stand-alone building in Hollywood, Florida we constructed in

Table of Contents

November, 2003, upon real property we acquired in September, 2001 pursuant to a 25 year ground lease interest, (a portion of this building is leased to an unaffiliated third party), and which since November, 2003 has housed our Hollywood, Florida Company-owned package liquor store (Store #4); (iv) a 4,500 square foot stand-alone building located in Hollywood, Florida that we purchased in October, 2009 and which since that time has housed our Hollywood, Florida Company-owned combination restaurant and package liquor store (Store #19); (v) a 4,600 square foot stand-alone building located in Fort Lauderdale, Florida that we purchased in August, 2010 and which since that time has housed our Fort Lauderdale, Florida Company-owned restaurant (Store #22); and (vi) a 5,100 square foot stand-alone building in North Miami, Florida that we purchased in November, 2010, subsequent to the end of our fiscal year 2010, which since that time has housed our North Miami, Florida Company-owned combination restaurant and package store (Store #20).

All of our units require periodic refurbishing in order to remain competitive. We have budgeted \$1,300,000 for our refurbishing program for fiscal year 2011. See Item 7, "Liquidity and Capital Resources" for discussion of the amounts spent in fiscal year 2010.

The following table summarizes information related to the properties upon which our operations are conducted:

Name and Location	Square Footage	Seats	Franchised/ Owned by	Lease Terms
Big Daddy's Liquors #4 Flanigan's Enterprises Inc. (6) 7003 Taft Street Hollywood, FL	1,978	N/A	Company	3/1/02 to 2/28/27 and Options to 2/28/47
Big Daddy's Liquors #7 Flanigan's Enterprises, Inc. 1550 W. 84th Street Hialeah, FL	1,450	N/A	Company	11/1/00 to 10/31/11 and Annual Options to 10/31/15
Big Daddy's Liquors #8 Flanigan's Enterprises, Inc 959 State Road 84 Fort Lauderdale, FL	1,942	N/A	Company	5/1/99 to 4/30/14
Flanigan's Seafood Bar and Grill #9 Flanigan's Enterprises, Inc. 1550 W. 84th Street Hialeah, FL	4,300	130	Company	1/1/10 to 12/31/14 Options to 12/31/24



Table of Contents

Name and Location	Square Footage	Seats	Franchised/ Owned by	Lease Terms
Flanigan's Legends Seafood Bar and Grill #11 11 Corporation (1) 330 Southern Blvd. W. Palm Beach, FL	5,000	150	Franchise	1/4/00 to 1/3/20 Option to 1/3/25
Flanigan's Seafood Bar and Grill #12 Flanigan's Enterprises, Inc. 2405 Tenth Ave. North Lake Worth, FL	5,000	180	Company	11/15/92 to 11/15/13 Option to 11/15/16
Flanigan's Seafood Bar and Grill #14 Big Daddy's #14, Inc. (1)(2)(5) 2041 NE Second St. Deerfield Beach, FL	3,320	90	Franchise	6/1/79 to 6/1/14 Option to 6/1/19
Flanigan's Seafood Bar and Grill #15 CIC Investors #15 Ltd.(1) 1479 E. Commercial Blvd. Ft. Lauderdale, FL	4,000	90	Franchise/ Limited Partnership	1/1/09 to 8/11/11 Options to 12/31/24
Flanigan's Seafood Bar and Grill #18 Twenty Seven Birds Corp. (1)(2) 2721 Bird Avenue Miami, FL	4,300	100	Franchise	2/15/72 to 12/31/15 Option to 12/31/20
Flanigan's Seafood Bar and Grill #19 Flanigan's Enterprises, Inc. (9) 2505 N. University Dr. Hollywood, FL	4,500	160	Company	Company-Owned
Flanigan's Seafood	5,100	140	Company	

Bar and Grill #20 Flanigan's Enterprises Inc. (11) 13205 Biscayne Blvd. North Miami, FL				Company-Owned since November, 2010 Parking Lease 5/1/69 to 12/31/11 Annual options until the Company fails to exercise
Flanigan's Seafood Bar and Grill #22 Flanigan's Enterprises, Inc. (10) 2600 W. Davie Blvd. Ft. Lauderdale, FL	4,100	200	Company	Company-Owned



Table of Contents

Name and Location	Square Footage	Seats	Franchised/ Owned by	Lease Terms
Flanigan's Seafood Bar and Grill #31 Flanigan's Enterprises, Inc. 4 N. Federal Highway Hallandale, FL	4,600	150	Company	Company Owned
Flanigan's Seafood Bar and Grill #33 (8) Flanigan's Enterprises, Inc. 45 S. Federal Highway Boca Raton, FL	4,620	130	Company	10/1/10 to 5/31/20
Big Daddy's Liquors #34 Flanigan's Enterprises, Inc. 9494 Harding Ave. Surfside, FL	3,000	N/A	Company	5/29/97 to 5/28/12 Option to 5/28/17
Flanigan's Seafood Bar and Grill #40, Flanigan's Enterprises, Inc. 5450 N. State Road 7 N. Lauderdale, FL	4,600	140	Company	4/1/71 to 12/31/15
Piranha Pat's #43 BD 43 Corporation (1)(2) 2500 E. Atlantic Blvd. Pompano Beach, FL	4,500	90	Franchise	12/1/72 to 11/30/12 Option to 11/30/22
Big Daddy's Liquors #47 Flanigan's Enterprises, Inc. (3) 8600 Biscayne Blvd. Miami, FL	6,000	N/A	Company	12/21/68 to 1/1/20 Options to 1/1/50
Flanigan's Seafood Bar and Grill #13,	8,000	200	Limited Partnership	06/01/91 to 5/31/16 Option to 5/31/21

CIC Investors #13,  
Ltd.  
11415 S. Dixie  
Highway  
Pinecrest, FL

Flanigan's Seafood Bar and Grill #50, CIC investors #50, Ltd. 17185 Pines Boulevard Pembroke Pines, FL	4,000	200	Limited Partnership	10/24/06 to 10/23/11 Options to 10/23/26
--	-------	-----	------------------------	---

Table of Contents

Name and Location	Square Footage	Seats	Franchised/ Owned by	Lease Terms
Flanigan's Seafood Bar and Grill #55 CIC Investors #55, Ltd. 2190 S. University Drive Davie, Florida	5,900	200	Limited Partnership	1/5/07 to 12/31/21 Options to 12/31/31
Flanigan's Seafood Bar and Grill #60 CIC Investors #60 Ltd. 9516 Harding Avenue Surfside, FL	6,800	200	Limited Partnership	8/1/97 to 12/31/11
Flanigan's Seafood Bar and Grill #65 CIC Investors #65, Ltd. 2335 State Road 7, Suite 100 Wellington, FL	6,128	200	Limited Partnership	5/01/05 to 6/30/15 Options to 3/31/25
Flanigan's Seafood Bar and Grill #70 CIC Investors #70 Ltd. 12790 SW 88 St Kendall, FL	4,850	161	Limited Partnership	4/1/00 to 3/31/15 Options to 3/31/30
Flanigan's Seafood Bar and Grill #75 (12) CIC Investors # 75 Ltd. 950 S. Federal Highway Stuart, FL	7,000	200	Limited Partnership	5/1/10 to 4/30/13 Option to 4/30/16
Flanigan's Seafood Bar and Grill #80 CIC Investors #80 Ltd. 8695 N.W. 12th St Miami, FL	5,000	165	Limited Partnership	6/15/01 to 12/14/19 Options to 12/14/39
Flanigan's Seafood	5,700	235	Limited	7/29/01 to 7/28/17

Bar and Grill #95 CIC Investors #95 Ltd. 2460 Weston Road Weston, FL	Partnership	Options to 7/28/32
--	-------------	--------------------

Mardi Gras Flanigan's Enterprises, Inc., #600 (4)(7) Powers Ferry Landing Atlanta, GA	10,000	400	Company	4/30/06 to 4/30/16 Option to 4/30/26
---	--------	-----	---------	---

(1) Franchised by Company.

Table of Contents

(2) Lease assigned to franchisee.

(3) In 1974, we sold and assigned the underlying ground lease to unaffiliated third parties and simultaneously subleased it back. As of October 2, 2010, we have purchased from the unaffiliated third parties and own 52% of the underlying ground lease and our sublease agreement. As a result, we pay all rent due under the ground lease, but only 48% of the rent due under the sublease agreement.

(4) Location managed by an unaffiliated third party.

(5) Effective December 1, 1998, we purchased the Management Agreement to operate the franchised restaurant for the franchisee.

(6) Ground lease executed by us on September 25, 2001. We constructed a 4,120 square foot building, of which 1,978 square feet is used by us for the operation of a package liquor store and the other 2,142 square feet is subleased to an unaffiliated third party as retail space. The package liquor store opened for business on November 17, 2003.

(7) During the third quarter of our fiscal year 2006, our lease for this location expired. The unaffiliated third party entered into a new lease for the business premises effective May 1, 2006 and as of that date, we no longer have responsibility to pay any amounts under the lease.

(8) During the first quarter of our fiscal year 2010, we purchased the operating assets of this restaurant from our franchisee and during the fourth quarter of our fiscal year 2010, we entered into a new lease for this location.

(9) During the first quarter of our fiscal year 2010, we closed on the purchase of the real property and building of this location.

(10) During the fourth quarter of our fiscal year 2010, we closed on the purchase of the real property and building of this location.

(11) During the fourth quarter of our fiscal year 2010, we entered into a contract for the purchase of the real property and building of this location and closed on the purchase subsequent to the end of our fiscal year 2010.

(12) During the fourth quarter of our fiscal year 2009, our lease for this location expired and we continued to operate this location on a month-to-month basis. During the fourth quarter of our fiscal year 2010 we entered into a new three (3) year lease for this location.

Recent Purchases of Real Property

Hollywood, Florida

During the first quarter of our fiscal year 2010 we closed on the purchase of the real property and building where our combination restaurant

Table of Contents

and package liquor store located at 2505 N. University Drive, Hollywood, Florida, (Store #19), operates. We paid \$1,350,000 for this property, \$850,000 of which we borrowed from an unaffiliated third party, pursuant to a first mortgage. The mortgage note bears interest at the rate of eight and one-half (8½%) percent per annum, is amortized over fifteen (15) years with equal monthly payments of principal and interest, each in the amount of \$8,300, with a balloon payment of approximately \$533,000 due in November, 2017.

Fort Lauderdale, Florida

During the fourth quarter of our fiscal year 2010 we closed on the purchase of the real property and building where our restaurant located at 2600 West Davie Boulevard, Fort Lauderdale, Florida, (Store #22), operates. We paid \$1,700,000 for this property, \$1,000,000 of which we borrowed from a related third party, pursuant to a first mortgage. 20% of the related third party is owned by persons who are either our officers, directors or their family members. The mortgage note bears interest at the rate of ten (10%) percent per annum, is amortized over fifteen (15) years with equal monthly payments of principal and interest, each in the amount of \$10,800, with a balloon payment of approximately \$657,000 due in September, 2018.

North Miami, Florida

During the fourth quarter of our fiscal year 2010 we contracted for the purchase of the real property and building where our combination restaurant and package liquor store located at 13205 Biscayne Boulevard, North Miami, Florida,(Store #20), operates. Subsequent to the end of our fiscal year 2010, we assigned all of our rights under the contract to a new wholly owned subsidiary, (Flanigan's Enterprises of N. Miami, Inc., a Florida corporation), and closed on the purchase. We paid \$1,750,000 for this property, \$850,000 of which we borrowed from a related third party, pursuant to a first mortgage, which we guaranteed. 26.5 % of the related third party is owned by persons who are either our officers, directors or their family members. The mortgage note bears interest at the rate of ten (10%) percent per annum, is amortized over fifteen (15) years with equal monthly payments of principal and interest, each in the amount of \$9,100, with a balloon payment of approximately \$550,000 due in January, 2019.

Purchase of Operating Assets from Franchisee (Boca Raton, Fl.)

During the first quarter of our fiscal year 2010, we purchased from our franchisee, the operating assets of the franchised restaurant located at 45 S. Federal Highway, Boca Raton, Palm Beach County, Florida for an aggregate purchase price of \$245,000 and on October 18, 2009 this restaurant began operating as a Company-owned restaurant.

Table of Contents

Extension of Existing Lease and/or Execution of New Leases for Existing Locations

Lake Worth, Florida

During the third quarter of our fiscal year 2010, our lease for our restaurant located at 2405 10th Avenue N., Lake Worth, Florida, (Store #12), was extended for a period of three years, with a one three year renewal option in our favor. The renewal terms are substantially the same as our existing lease, including that the annual rent is subject to fixed annual increases.

Stuart, Florida

During the fourth quarter of our fiscal year 2010, the limited partnership which owns the restaurant in the “Howard Johnson’s Hotel” in Stuart, Florida entered into a new lease with the lender which acquired ownership of the property through foreclosure. The term of the lease is three (3) years, with one (1) three (3) year renewal option and the annual rent is subject to fixed annual increases.

Boca Raton, Florida

During the fourth quarter of our fiscal year 2010, we entered into a new lease for our restaurant located at 45 S. Federal Highway, Boca Raton, Florida. The term of the lease is nine (9) years, nine (9) months. The annual rent is subject to fixed annual increases and the payment of percentage rent.

Surfside, Florida

Subsequent to the end of our fiscal year 2010, the limited partnership which owns the restaurant located at 9516 Harding Avenue, Surfside, Florida, (Store #60), extended its lease for a period of ten years. The renewal terms are substantially the same as the existing lease, except that the annual rent will be subject to an increase effective January 1, 2011 and will thereafter be subject to fixed annual increases.

Item 3. Legal Proceedings.

From time to time, we are a defendant in litigation arising in the ordinary course of our business, including claims resulting from “slip and fall” accidents, claims under federal and state laws governing access to public accommodations, employment-related claims and claims from guests alleging illness, injury or other food quality, health or operational concerns. To date, none of this litigation, some of which is covered by insurance, has had a material effect on us.

We own the building where our corporate offices are located. On April 16, 2001, we filed suit against the owner of the adjacent shopping center to determine our right to non-exclusive parking in the shopping center. During

Table of Contents

fiscal year 2007, the appellate court affirmed and upon re-hearing, again affirmed the granting of a summary judgment in favor of the shopping center. The seller from whom we purchased the building was named as a defendant in the lawsuit by the owner of the adjacent shopping center and we filed and served a cross-complaint against the seller. During the fourth quarter of our fiscal year 2009, the seller was awarded reimbursement of its attorneys' fees and costs in the amount of \$109,000 and during the second quarter of our fiscal year 2010, the trial court denied our motion for re-consideration of a portion of the award. During the third quarter of our fiscal year 2010, we paid the award of attorneys' fees and costs. During the second quarter of our fiscal year 2009, the seller filed suit against us for malicious prosecution. During the second quarter of our fiscal year 2010, the court denied the seller's motion for punitive damages. We deny the allegations and are vigorously defending against the allegations.

## PART II

## Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Our common stock is traded on the NYSE/AMEX under the symbol "BDL". The following table sets forth the high and low sales prices of a share of our common stock for the periods specified as reported by the NYSE/AMEX:

Fiscal Year 2009	High	Low
First Quarter (September 28, 2008 - December 27, 2008)	\$6.10	\$2.75
Second Quarter (December 28, 2008 - March 28, 2009)	\$4.69	\$2.87
Third Quarter (March 29, 2009 - June 27, 2009)	\$6.42	\$4.00
Fourth Quarter (June 28, 2009 - October 3, 2009)	\$5.94	\$4.95
Fiscal Year 2010		
First Quarter (October 4, 2009 - January 2, 2010)	\$6.62	\$5.00
Second Quarter (January 3, 2010 - April 3, 2010)	\$7.45	\$5.03
Third Quarter (April 4, 2010 - July 2, 2010)	\$7.50	\$6.25
Fourth Quarter (July 3, 2010 - October 2, 2010)	\$7.34	\$5.65

## Holders

As of the close of business on December 28 2010, there were approximately 327 holders of record of our common stock.

## Dividend Policy

We did not declare or pay any cash dividends on our capital stock in our fiscal years 2010 or 2009. On December 22, 2010, our Board declared a cash dividend of 10 cents per share payable on January 18, 2011 to shareholders of record on January 7, 2011. Any future determination to pay cash dividends will be at our board's discretion and will depend upon our financial condition,



Table of Contents

operating results, capital requirements and such other factors as our board deems relevant.

## Equity Compensation Plan Information

The following table sets forth information at October 2, 2010 regarding compensation plans under which our equity securities are authorized for issuance:

Plan category	Number of securities	Number of securities to be issued upon exercise of outstanding options, warrants, restricted stock and rights	Weighted-average exercise price of outstanding options, warrants, restricted stock and rights	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by security holders	---	---	\$ --	40,000
Equity compensation plans not approved by security holders	---	---	\$ ---	---
<b>Total</b>	---	---	\$ ---	40,000

## Issuer Repurchases of Equity Securities

Pursuant to a discretionary plan approved by the Board of Directors at its meeting on May 17, 2007, the Board of Directors authorized management to purchase up to 100,000 shares of our common stock. During our fiscal year end 2010, we purchased a total of 1,018 shares. During the fourth quarter of our fiscal year 2010, we did not purchase any shares of our common stock.

## Item 6. Selected Financial Data

As a Smaller Reporting Company as defined by Rule 12b-2 of the Exchange Act and in Item 10(f)(1) of Regulation S-K, we are electing scaled disclosure reporting obligations and therefore are not required to provide the information requested by this Item 6.

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Except for the historical information contained herein, the following discussion contains forward-looking statements that are subject to known and unknown risks, uncertainties and other factors that may cause our actual results to differ materially from those expressed or implied by such forward-looking statements. We discuss such risks, uncertainties and other factors throughout this report and specifically under the captions "Risk Factors". In addition, the following discussion and analysis should be read in conjunction with the 2010 Consolidated Financial Statements and the related

Notes to Consolidated Financial Statements included elsewhere in this report.

Table of Contents

Overview

Financial Information Concerning Industry Segments

Our business is conducted principally in two segments: the restaurant segment and the package liquor store segment. Financial information broken into these two principal industry segments for the two fiscal years ended October 2, 2010 and October 3, 2009 is set forth in the consolidated financial statements which are attached hereto.

General

At October 2, 2010, we (i) operated 24 units, (excluding the adult entertainment club referenced in (ii) below), consisting of restaurants, package liquor stores and combination restaurants/package liquor stores that we either own or have operational control over and partial ownership in; (ii) own but do not operate one adult entertainment club; and (iii) franchise an additional five units, consisting of one restaurant and four combination restaurants/package liquor stores,(one restaurant of which we operate).

Franchised Units. In exchange for our providing management and related services to our franchisees and granting them the right to use our service marks "Flanigan's Seafood Bar and Grill" and "Big Daddy's Liquors", our franchisees (five of which are franchised to members of the family of our Chairman of the Board, officers and/or directors), are required to (i) pay to us a royalty equal to 1% of gross package liquor sales and 3% of gross restaurant sales; and (ii) make advertising expenditures equal to between 1.5% to 3% of all gross sales based upon our actual advertising costs allocated between stores, pro-rata, based upon gross sales.

Affiliated Limited Partnership Owned Units. We manage and control the operations of the ten restaurants owned by limited partnerships, except the Fort Lauderdale, Florida restaurant which is managed and controlled by a related franchisee. Accordingly, the results of operations of all limited partnership owned restaurants, except the Fort Lauderdale, Florida restaurant are consolidated with our results of operations for accounting purposes. The results of operations of the Fort Lauderdale, Florida restaurant are accounted for by us utilizing the equity method.

Results of Operations

THE FISCAL YEAR ENDING OCTOBER 2, 2010 WAS A FIFTY TWO WEEK FISCAL YEAR, WHILE THE FISCAL YEAR ENDING OCTOBER 3, 2009 WAS A FIFTY THREE WEEK FISCAL YEAR.

Table of Contents

## REVENUES (in thousands):

	Fifty Two Weeks Ended Oct. 2, 2010			Fifty Three Weeks Ended Oct. 3, 2009		
Sales						
Restaurant, food	\$44,354	64.6	%	\$42,794	65.2	%
Restaurant, bar	11,363	16.6	%	10,185	15.5	%
Package goods	12,898	18.8	%	12,632	19.3	%
Total	68,615	100.0	%	65,611	100.0	%
Franchise revenues	1,076			1,126		
Owner's fee	165			170		
Other operating income	137			153		
Total Revenues	\$69,993			\$67,060		

## Comparison of Fiscal Years Ended October 2, 2010 and October 3, 2009

Revenues. Total revenue for our fiscal year 2010 increased \$2,933,000 or 4.37% to \$69,993,000 from \$67,060,000 for our fiscal year 2009. This increase resulted primarily from sales from our formerly franchised Boca Raton, Florida restaurant, (\$2,929,000), which opened for business as a Company owned restaurant on October 18, 2009, offset by the decrease in franchise royalties and bookkeeping fees which otherwise would have been paid by the former franchisee, (\$114,000).

Restaurant Food Sales. Restaurant revenue generated from the sale of food, including non-alcoholic beverages, at restaurants totaled \$44,354,000 for our fiscal year 2010 as compared to \$42,794,000 for our fiscal year 2009. This increase in restaurant food sales resulted primarily from sales from the Boca Raton, Florida restaurant, which generated \$2,221,000 of food sales during our fiscal year 2010. Comparable weekly restaurant food sales (for restaurants open for all of our fiscal years 2010 and 2009, which consists of seven restaurants owned by us and nine restaurants owned by affiliated limited partnerships) was \$814,000 and \$807,000 for our fiscal years 2010 and

Table of Contents

2009, respectively, an increase of 0.87%. Comparable weekly restaurant food sales for Company owned restaurants only was \$315,000 and \$307,000 for our fiscal years 2010 and 2009, respectively, an increase of 2.61%. Comparable weekly restaurant food sales for affiliated limited partnership owned restaurants only was \$499,000 and \$500,000 for our fiscal years 2010 and 2009, respectively, a decrease of 0.20%. We have not increased menu prices since the first quarter of our fiscal year 2008 to offset higher food costs.

**Restaurant Bar Sales.** Restaurant revenue generated from the sale of alcoholic beverages at restaurants totaled \$11,363,000 for our fiscal year 2010 as compared to \$10,185,000 for our fiscal year 2009. This increase in restaurant bar sales resulted primarily from sales from the Boca Raton, Florida, restaurant, which generated \$708,000 of bar sales during our fiscal year 2010, as well as our currently continuing promotion, (half price drinks from 9:00 p.m. to closing), instituted during the first quarter of our fiscal year 2010. Comparable weekly restaurant bar sales (for restaurants open for all of our fiscal years 2010 and 2009, which consists of seven restaurants owned by us and nine restaurants owned by affiliated limited partnerships) was \$205,000 and \$192,000 for our fiscal years 2010 and 2009, respectively, an increase of 6.77%. Comparable weekly restaurant bar sales for Company owned restaurants only was \$78,000 and \$74,000 for our fiscal years 2010 and 2009, respectively, an increase of 5.41%. Comparable weekly restaurant bar sales for affiliated limited partnership owned restaurants only was \$127,000 and \$118,000 for our fiscal years 2010 and 2009, respectively, an increase of 7.63%. We increased our bar liquor prices during the fourth quarter of our fiscal year 2010.

**Package Liquor Store Sales.** Revenue generated from sales of liquor and related items at package liquor stores totaled \$12,898,000 for our fiscal year 2010 as compared to \$12,632,000 for our fiscal year 2009, an increase of \$266,000 or 2.11%. The weekly average of same store package liquor store sales, which includes all nine (9) Company owned package liquor stores, was \$248,000 for our fiscal year 2010 as compared to \$238,000 for our fiscal year 2009, an increase of 4.20%.

**Operating Costs and Expenses.** Operating costs and expenses, (consisting of cost of merchandise sold, payroll and related costs, occupancy costs and selling, general and administrative expenses), for our fiscal year 2010 increased \$1,765,000 or 2.73% to \$66,378,000 from \$64,613,000 for our fiscal year 2009. The increase was primarily due to expenses related to the operation of our Boca Raton, Florida restaurant of approximately \$1,672,000 and to a lesser extent a general increase in food costs, offset by actions taken by management to reduce and/or control costs and expenses. We anticipate that our operating costs and expenses will continue to increase through our fiscal year 2011 due primarily to an expected general increase in food costs, including an increase in the cost of ribs. Operating costs and expenses decreased as a percentage of total sales to approximately 94.84% in our fiscal year 2010 from 96.35% in our fiscal year 2009.

**Gross Profit.** Gross profit is calculated by subtracting the cost of merchandise sold from sales.

**Restaurant Food and Bar Sales.** Gross profit for food and bar sales for our fiscal year 2010 increased to \$36,570,000 from \$34,792,000 for our fiscal

Table of Contents

year 2009. Our gross profit margin for restaurant food and bar sales (calculated as gross profit reflected as a percentage of restaurant food and bar sales), was 65.64% for our fiscal year 2010 and 65.67% for our fiscal year 2009. We anticipate that our gross profit for restaurant food and bar sales will decrease during our fiscal year 2011 due primarily to a general increase in food costs, including an increase in the cost of ribs during calendar year 2011, offset by an increase in our bar liquor prices made during the fourth quarter of our fiscal year 2010.

**Package Liquor Store Sales.** Gross profit for package liquor store sales for our fiscal year 2010 increased to \$4,319,000 from \$3,937,000 for our fiscal year 2009. Our gross profit margin (calculated as gross profit reflected as a percentage of package liquor store sales) for package liquor store sales was 33.49% for our fiscal year 2010 and 31.17% for our fiscal year 2009. The increase in our gross profit margin, (2.32%), was primarily due to our continued purchase of "close out" and inventory reduction merchandise from wholesalers. We anticipate the gross profit margin for package liquor store sales to remain constant throughout our fiscal year 2011.

**Payroll and Related Costs.** Payroll and related costs for our fiscal year 2010 increased \$992,000 or 5.04% to \$20,668,000 from \$19,676,000 for our fiscal year 2009 due primarily to the Boca Raton, Florida restaurant being open during our fiscal year 2010, (\$915,000), and an increase in officers' bonus, (\$319,000), offset by a reduction of our store level management. We anticipate that our payroll and related costs will be consistent through our fiscal year 2011. Payroll and related costs as a percentage of total sales was 29.53% in our fiscal year 2010 and 29.34% of total sales in our fiscal year 2009.

**Occupancy Costs.** Occupancy costs (consisting of rent, common area maintenance, repairs, real property taxes and amortization of leasehold interests) for our fiscal year 2010 increased \$171,000 or 4.28% to \$4,166,000 from \$3,995,000 for our fiscal year 2009. We anticipate that our occupancy costs will decrease through our fiscal year 2011, primarily due to (i) the elimination of rent paid for our combination restaurant and package liquor store located at 2505 N. University Drive, Hollywood, Florida (Store #19), the real property and building of which we purchased during the first quarter of our fiscal year 2010; (ii) the elimination of rent paid for our restaurant located at 2600 West Davie Boulevard, Fort Lauderdale, Florida (Store #22), the real property and building of which we purchased during the fourth quarter of our fiscal year 2010; and (iii) the elimination of rent paid for our combination restaurant and package liquor store located at 13205 Biscayne Boulevard, North Miami, Florida (Store #20), the real property and building of which we purchased subsequent to our fiscal year 2010.

**Selling, General and Administrative Expenses.** Selling, general and administrative expenses (consisting of general corporate expenses, including but not limited to advertising, insurance, professional costs, clerical and administrative overhead) for our fiscal year 2010 decreased \$242,000 or 1.72% to \$13,818,000 from \$14,060,000 for our fiscal year 2009. Selling, general and administrative expenses decreased as a percentage of total sales in our fiscal year 2010 to 19.74% as compared to 20.97% in our fiscal year 2009. This decrease is due primarily to reduced advertising expense and property and workers compensation insurance expenses, offset by the selling, general and administrative expenses associated with the operation of the Boca Raton,

## Table of Contents

Florida restaurant. We anticipate that our selling, general and administrative expenses during our fiscal year 2011 will be consistent with our fiscal year 2010.

Depreciation and Amortization. Depreciation and amortization for our fiscal year 2010 decreased \$11,000 or 0.45% to \$2,458,000 from \$2,469,000 for our fiscal year 2009. As a percentage of revenue, depreciation and amortization expense was 3.51% of revenue for our fiscal year 2010 and 3.68% of revenue for our fiscal year 2009.

Interest Expense, Net. Interest expense for our fiscal year 2010 increased \$47,000 to \$483,000 from \$436,000 for our fiscal year 2009. Interest expense increased during our fiscal year 2010 primarily due to the interest paid on the mortgage associated with the purchase of our combination restaurant and package liquor store located at 2505 N. University Drive, Hollywood, Florida (Store #19). We anticipate that our interest expense during our fiscal year 2011 will increase primarily due to the interest on the mortgage associated with the purchase of our restaurant located at 2600 West Davie Boulevard, Fort Lauderdale, Florida (Store #22), the interest on the mortgage associated with the purchase of our combination restaurant and package liquor store located at 13205 Biscayne Boulevard, North Miami, Florida (Store #20) and a higher interest rate associated with the conversion of the amount outstanding on our line of credit (\$1,586,000) to a term loan, offset by a lower interest rate associated with the re-financing of the mortgage loan encumbering our corporate offices.

Net Income. Net income for our fiscal year 2010 increased \$290,000 or 20.88% to \$1,679,000 from \$1,389,000 for our fiscal year 2009. As a percentage of sales, net income for our fiscal year 2010 is 2.40%, as compared to 2.07% in our fiscal year 2009.

### New Limited Partnership Restaurants

During our fiscal years 2010 and 2009, we did not have a new restaurant location in the development stage and did not recognize any pre-opening costs.

While we currently have no new restaurants under development, if we are to open new restaurants, our income from operations will be adversely affected due to our obligation to fund pre-opening costs, including but not limited to pre-opening rent for the new locations. We believe that our current cash on hand, together with our expected cash generated from operations will be sufficient to fund our operations and capital expenditures for at least the next twelve months.

### Trends

During the next twelve months, we expect continued increases in aggregate food sales and bar sales and an increase in same store food sales and bar sales as compared to prior periods because of our new promotion, (half price drinks from 9:00 p.m. to closing), instituted during the first quarter of our fiscal year 2010, direct mailing coupons and increases in

Table of Contents

liquor prices instituted during the fourth quarter of our fiscal year 2010. We expect package store sales to remain stable. We expect higher food costs and higher overall expenses, which will adversely affect our net income. In December, 2007, we raised menu prices to offset the higher food costs and overall expenses. During the first and fourth quarters of our fiscal year 2010, we raised certain of our alcoholic drink prices. We plan to limit menu price increases as long as possible while maintaining our high quality of food and service and without reducing our food portions. We have limited our advertising, but plan to attract and retain our customers by direct mailing coupons and offering promotional gift cards, but are monitoring the impact of such discounts on our gross profit. We may be required to raise menu prices wherever competitively possible.

Although we have no new restaurant in development, we continue to search for new locations to open restaurants and thereby expand our business, but we are now looking for locations that will not require an extensive and costly renovation. Any new locations will likely be opened using our limited partnership ownership model.

We are not actively searching for locations for the operation of new package liquor stores, but if an appropriate location for a package liquor store becomes available, we will consider it.

## Liquidity and Capital Resources

We fund our operations through our cash on hand and positive cash flow from operations. As of October 2, 2010, we had cash of approximately \$6,447,000, an increase of \$1,867,000 from our cash balance of \$4,580,000 as of October 3, 2009. The increase in cash as of October 2, 2010 was primarily from our operations due to minimal demand upon our cash flow for extraordinary items. We believe that our current cash on hand and expected cash generated from operations will be sufficient to fund our operations and capital expenditures for at least the next twelve months.

## Cash Flows

	Fiscal Years	
	2010	2009
	(in thousands)	
Net cash and cash equivalents provided by operating activities	\$7,122	\$5,217
Net cash and cash equivalents used in investing activities	(2,948 )	(1,597 )
Net cash and cash equivalents used in financing activities	(2,307 )	(2,284 )
Net increase in cash and equivalents	1,867	1,336
Cash and equivalents, beginning of year	4,580	3,244
Cash and equivalents, end of year	\$6,447	\$4,580



Table of Contents

Capital Expenditures

In addition to using cash for our operating expenses, we use cash to fund the development and construction of new restaurants and to fund capitalized property improvements for our existing restaurants. We acquired property and equipment of \$5,005,000, (including \$1,896,000 of which was financed, \$99,000 of which was the non-cash purchase of the assets of the franchised restaurant and \$36,000 of deposits recorded in other assets as of October 3, 2009), during our fiscal year 2010, including \$1,028,000 for renovations to four (4) existing Company owned restaurants. During our fiscal year 2009, we acquired property and equipment of \$1,934,000, (of which \$292,000 was purchase deposits transferred to property and equipment relating to our new point of sale computer system for our package liquor stores), during our fiscal year 2009, including \$735,000 for renovations to three (3) existing Company owned restaurants. All of our owned units require periodic refurbishing in order to remain competitive. The cost of this refurbishment in our fiscal year 2010 was \$897,000 for renovations to three (3) existing Company owned restaurants. We anticipate the cost of this refurbishment in our fiscal year 2011 will be approximately \$1,300,000, which funds will be provided from operations.

Debt

As of the end of our fiscal year 2010, we had debt of \$8,053,000, as compared to \$6,800,000, (including our line of credit), as of the end of our fiscal year 2009.

In July, 2010, we converted the amount outstanding on our line of credit (\$1,586,000) to a term loan maturing in July, 2013 (the "Term Loan"). The Term Loan is in the principal amount of \$1,586,000 and bears interest at a variable interest rate. We entered into an interest rate swap agreement to hedge the interest rate risk, which fixed the interest rate on the term loan at 4.55% per annum throughout the term of the loan. The term loan is fully amortized over three (3) years, with our monthly payment of principal and interest, totaling \$50,000. We granted our lender a security interest in substantially all of our assets and a second mortgage on our corporate offices as collateral to secure our repayment obligations under our term loan.

In July, 2010, we also re-financed the mortgage loan encumbering our corporate offices, which mortgage loan was and continues to be extended and held by an unaffiliated third party lender (the "Refinanced Mortgage Loan"). The Refinanced Mortgage Loan, (including applicable loan costs), is in the original principal amount of \$935,000 and bears interest at a variable rate.

Table of Contents

We entered into an interest rate swap agreement to hedge the interest rate risk, which fixed the interest rate on the Refinanced Mortgage Loan at 5.11% per annum throughout the term of the loan. The Refinanced Mortgage Loan is amortized over twenty (20) years, with our current monthly payment of principal and interest totaling \$4,600, with the entire principal balance and all accrued but unpaid interest due on August 1, 2017. We paid an \$18,000 pre-payment penalty to the lender in connection with the refinancing.

We repaid long term debt, including auto loans, financed insurance premiums, mortgages and capital lease obligations in the amount of \$1,075,000 and \$1,063,000 in our fiscal years 2010 and 2009, respectively.

Financed Insurance Premiums

(i) For policy years beginning December 30, 2008 and December 30, 2009, our property insurance is a two (2) year policy with our insurance carrier. The two (2) year property insurance premium, in the amount of \$631,000, was financed in full through an unaffiliated third party lender. The finance agreement was amortized over 20 months and was paid in full during the fourth quarter of our fiscal year 2010.

(ii) For the policy year beginning December 30, 2009, our general liability insurance, excluding limited partnerships, is a one (1) year policy with our insurance carriers, including automobile and excess liability coverage. The one (1) year general liability insurance premiums, including automobile and excess liability coverage, total in the aggregate \$243,000 and this amount is financed in full through the same unaffiliated third party lender. The finance agreement earns interest at the rate of 2.99% per annum and is amortized over 10 months, with monthly payments of principal and interest, each in the amount of \$20,000. The finance agreement is secured by a security interest in all insurance policies, all unearned premium, return premium, dividend payments and loss payments thereof. The finance agreement was paid in full subsequent to the end of our fiscal year 2010.

(iii) For the policy year beginning December 30, 2009, our general liability insurance for our limited partnerships is a one (1) year policy with our insurance carriers, including excess liability coverage. The one (1) year general liability insurance premiums, including excess liability coverage, total, in the aggregate \$200,000 and this amount is financed in full through the same unaffiliated third party lender. The finance agreement earns interest at the rate of 2.99% per annum and is amortized over 11 months, with monthly payments of principal and interest, each in the amount of \$13,000. The finance agreement is secured by a security interest in all insurance policies, all unearned premium, return premium, dividend payments and loss payments thereof. The finance agreement was paid in full subsequent to the end of our fiscal year 2010.

As of October 2, 2010, the aggregate principal balance from the financing of our property and general liability insurance policies is \$79,000.

Table of Contents

## Purchase Commitments

In order to fix the cost and ensure adequate supply of baby back ribs for our restaurants, on November 30, 2010, we entered into a purchase agreement with a new rib supplier, whereby we agreed to purchase approximately \$3,100,000 of baby back ribs during calendar year 2011 from this vendor at a fixed cost. While we anticipate purchasing all of our rib supply from this vendor, we believe there are several other alternative vendors available, if needed.

## Purchase of Limited Partnership Interests

During our fiscal year 2010, we purchased from two separate limited partners (neither of whom are officers, directors or family members of officers or directors) limited partnership interests of 0.15% and 0.30%, respectively, in one (1) limited partnership which owns a restaurant for an aggregate purchase price of \$10,000. During our fiscal year 2009, we did not purchase any limited partnership interests.

## Working capital

The table below summarizes our current assets, current liabilities and working capital for our fiscal years 2010 and 2009:

(in thousands)	Oct. 2 2010	Oct. 3 2009
Current assets	\$9,754	\$8,527
Current liabilities	6,373	6,440
Working capital	3,381	2,087

Our working capital as of October 2, 2010 increased by 62.00% from working capital as of October 3, 2009. Our working capital increased during our fiscal year 2010 from our working capital for our fiscal year ended October 3, 2009 primarily due to the re-classification of our line of credit as long term debt and notwithstanding our use of approximately \$525,000 in connection with our acquisition of the real property and building where our combination restaurant and package liquor store located at 2505 N. University Drive, Hollywood, Florida (Store #19) operates and our use of approximately \$700,000 in connection with our acquisition of the real property and building where our restaurant located at 2600 West Davie Boulevard, Fort Lauderdale, Florida (Store #22) operates.

While there can be no assurance due to, among other things, unanticipated expenses or unanticipated decline in revenues, or both, we believe that our cash on hand and positive cash flow from operations will adequately fund operations, debt reductions and planned capital expenditures throughout our fiscal year 2011. Subsequent to the end of our fiscal year 2010, we closed on the purchase of the real property and building where our

## Table of Contents

combination restaurant and package liquor store located at 13205 Biscayne Boulevard, North Miami, Florida, (Store #20) operates, expending approximately \$900,000 as the cash necessary to close.

### Off-Balance Sheet Arrangements

We had no off-balance sheet arrangements as of the end of our fiscal year 2010 or our fiscal year 2009.

### Critical Accounting Policies

Our significant accounting policies are more fully described in Note 1 to our consolidated financial statements located in Item 8 of this Annual Report on Form 10-K. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses, and the related disclosures of contingent assets and liabilities. Actual results could differ from those estimates under different assumptions or conditions. We believe that the following critical accounting policies are subject to estimates and judgments used in the preparation of our consolidated financial statements:

#### Estimated Useful Lives of Property and Equipment

The estimate of useful lives for property and equipment are significant estimates. Expenditures for the leasehold improvements and equipment when a restaurant is first constructed are material. In addition, periodic refurbishing takes place and those expenditures can be material. We estimate the useful life of those assets by considering, among other things, expected use, life of the lease on the building, and warranty period, if applicable. The assets are then depreciated using a straight line method over those estimated lives. These estimated lives are reviewed periodically and adjusted if necessary. Any necessary adjustment to depreciation expense is made in the income statement of the period in which the adjustment is determined to be necessary.

#### Consolidation of Limited Partnerships

As of October 2, 2010, we operate nine (9) restaurants as general partner of the limited partnerships that own the operations of these restaurants. Additionally, we expect that any expansion which takes place in opening new restaurants will also result in us operating the restaurants as general partner. In addition to the general partnership interest we also purchase limited partnership units ranging from 13% to 48% of the total units outstanding. As a result of these controlling interests, we consolidate the operations of these limited partnerships with ours despite the fact that we do not own in excess of 50% of the equity interests. All intercompany

## Table of Contents

transactions are eliminated in consolidation. The minority interests in the earnings of these limited partnerships are removed from net income and are not included in the calculation of earnings per share.

### Income Taxes

FASB ASC Topic 740 – Income Taxes, requires, among other things, recognition of future tax benefits measured at enacted rates attributable to deductible temporary differences between financial statement and income tax bases of assets and liabilities and to tax net operating loss and tip credit carryforwards to the extent that realization of said benefits is more likely than not. For discussion regarding our carryforwards refer to Note 6 to the consolidated financial statements for our fiscal year 2010.

On September 30, 2007, we adopted the provisions regarding Accounting for Uncertainty in Income Taxes. As required by these changes, we recognize the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the more likely than not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority. We applied these changes to tax positions for our fiscal year ending October 2, 2010. We had no material unrecognized tax benefits and no adjustments to our financial position, results of operations or cash flows were required. Generally, federal, state and local authorities may examine the Company's tax returns for three years from the date of filing and the current and prior three years remain subject to examination as of October 2, 2010. We do not expect that unrecognized tax benefits will increase within the next twelve months. We recognize accrued interest and penalties related to uncertain tax positions as income tax expense.

### Other Matters

#### Impact of Inflation

The primary inflationary factors affecting our operations are food, beverage and labor costs. A large number of restaurant personnel are paid at rates based upon applicable minimum wage and increases in minimum wage directly affect labor costs. To date, inflation has not had a material impact on our operating results, but this circumstance may change in the future if food and fuel costs continue to rise.

#### Item 7A. Quantitative and Qualitative Disclosures About Market Risk

As part of our ongoing operations, we are exposed to interest rate fluctuations on our borrowings. As more fully described in Note 9 “Fair Value Measurements of Financial Instruments” to the Consolidated Financial Statements included in “Item 8. Financial Statements and Supplementary Data” of this Annual Report on Form 10-K, we use interest rate swap agreements to manage these risks. These instruments are not used for speculative purposes but are used to modify variable rate obligations into fixed rate obligations.

Table of Contents

At October 2, 2010, we had two variable rate debt instruments (the Term Loan and the Refinanced Mortgage Loan) outstanding that are impacted by changes in interest rates. As a means of managing our interest rate risk on these debt instruments, we entered into interest rate swap agreements with third party financial institutions to convert certain variable rate debt obligations to fixed rates. We are currently party to the following two (2) interest rate swap agreements:

(i) One (1) interest rate swap agreement entered into in July, 2010 relates to the Term Loan, (the “Term Loan Swap”), which converts the LIBOR based variable rate interest to a fixed rate. The Term Loan Swap requires us to pay interest for a three (3) year period at a fixed rate of 4.55% on an initial amortizing notional principal amount of \$1,586,000, while receiving interest for the same period at the British Bankers Association LIBOR (“LIBOR”), Daily Floating Rate, plus 3.25%, on the same amortizing notional principal amount. Under this method of accounting, at October 2, 2010, we determined the fair value of the Term Loan Swap to be a liability of approximately (\$17,000) based upon unadjusted quoted prices in active markets for similar assets or liabilities provided by our unrelated third party lender. The fair value of the Term Loan Swap at October 2, 2010 was not significant; and

(ii) The second interest rate swap agreement entered into July, 2010 relates to the Refinanced Mortgage Loan (the “Mortgage Loan Swap”). We account for the Mortgage Loan Swap using hedge accounting treatment because the derivative has been determined to be effective in achieving offsetting changes in fair value of the hedged item. The Mortgage Loan Swap requires us to pay interest for a seven (7) year period at a fixed rate of 5.11% on an initial amortizing notional principal amount of \$935,000, while receiving interest for the same period at LIBOR, Daily Floating Rate, plus 2.25%, on the same amortizing notional principal amount. Under this method of accounting, at October 2, 2010, we determined the fair value of the Mortgage Loan Swap to be a liability of approximately (\$55,000) based upon unadjusted quoted prices in active markets for similar assets or liabilities provided by our unrelated third party lender. The fair market value of the Mortgage Loan Swap at October 2, 2010 was not significant.

At October 2, 2010, our cash resources earn interest at variable rates. Accordingly, our return on these funds is affected by fluctuations in interest rates.

There is no assurance that interest rates will increase or decrease over our next fiscal year or that an increase will not have a material adverse effect on our operations.

Table of Contents

Item 8. Financial Statements and Supplementary Data.

Our Financial Statements and supplementary data are on pages F-1 through F-6.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosures.

None

Item 9A. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Based on evaluations as of the end of the period covered by this report, our Chief Executive Officer and Chief Financial Officer, with the participation of our management team, have concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) to the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) were effective.

Management’s Assessment on Internal Control over Financial Reporting/Limitations on the Effectiveness of Controls and Permitted Omission from Management’s Assessment

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Management conducted an evaluation of the effectiveness of the internal controls over financial reporting (as defined in Rule 13a-15(f) promulgated under the Exchange Act) as of October 2, 2010, based on the framework in Internal Control Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the “COSO”). Management has selected the COSO framework for its evaluation as it is a control framework recognized by the SEC and the Public Company Accounting Oversight Board that is free from bias, permits reasonably consistent qualitative and quantitative measurement of our internal controls, is sufficiently complete so that relevant controls are not omitted and is relevant to an evaluation of internal controls over financial reporting.

Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. All internal control systems, no matter how well designed, have inherent limitations, including the possibility of human error and the circumvention or overriding of controls. Accordingly, even effective internal controls can only provide reasonable assurance with respect to financial statement preparation. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Table of Contents

Management, including the Principal Executive and Principal Financial Officers, based on their evaluation of our internal control over financial reporting, have concluded that our internal control over financial reporting was effective as of October 2, 2010.

This annual report does not include an attestation report of our independent registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to attestation by our independent registered public accounting firm pursuant to rules of the SEC that permit us to provide only management's report in this Annual Report on Form 10-K.

Changes in Internal Control Over Financial Reporting

During the last fiscal quarter, we have not made any change to our internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information.

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

The information required by Item 10 is incorporated by reference to our Proxy Statement for our 2011 Annual Meeting of Shareholders, which will be filed with the Securities and Exchange Commission by January 30, 2011.

Item 11. Executive Compensation.

The information required by Item 11 is incorporated by reference to our Proxy Statement for our 2011 Annual Meeting of Shareholders, which will be filed with the Securities and Exchange Commission by January 30, 2011.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The information required by Item 12 is incorporated by reference to our Proxy Statement for our 2011 Annual Meeting of Shareholders, which will be filed with the Securities and Exchange Commission by January 30, 2011.



Table of Contents

Item 13. Certain Relationships and Related Transactions and Director Independence.

The information required by Item 13 is incorporated by reference to our Proxy Statement for our 2011 Annual Meeting of Shareholders, which will be filed with the Securities and Exchange Commission by January 30, 2011.

Item 14. Principal Accountant Fees and Services.

The information required by Item 14 is incorporated by reference to our Proxy Statement for our 2011 Annual Meeting of Shareholders, which will be filed with the Securities and Exchange Commission by January 30, 2011.

PART IV

Item 15. Exhibits and Financial Statement Schedules.

(a)(1) Financial Statements

See Item 8, “Financial Statements and Supplementary Data” for Financial Statements included with this Annual Report on Form 10-K.

(a)(2) Financial Statement Schedules

All other schedules have been omitted because the required information is not applicable or the information is included in the consolidated financial statements or the Notes thereto.

(a)(3) Exhibits

The exhibits listed on the accompanying Index to Exhibits are filed as part of this Annual Report.

Exhibit Number	Exhibit Description	Form	Incorporated by Reference		Filed Herewith
			Date	Number	
2	Plan of Reorganization, Amended Disclosure Statement, Amended Plan of Reorganization, Modification of Amended Plan of Reorganization, Second Modification of Amended Plan of Reorganization, Order Confirming Plan of Reorganization	SB-2	5/5/87	2	
3	Restated Articles of Incorporation, adopted January 9, 1984	10-K	12/29/02	3	

10(a)(1)	Employment Agreement with Joseph G. Flanigan*	DEF14A	1/27/1988	10(a)(1)
----------	--	--------	-----------	----------

Table of Contents

10(a)(2)	Form of Employment Agreement between Joseph G. Flanigan and the Company (as ratified and amended by the stockholders at the 1988 annual meeting is incorporated herein by reference).*	10-K		10(a)(1)
10(c)	Consent Agreement regarding the Company's Trademark Litigation	8-K	4/10/1985	10( c)
10(d)	King of Prussia(#850)Partnership Agreement*	8-K	4/10/1985	10(d)
10(o)	Management Agreement for Atlanta, Georgia, (#600)*	10-K	10/3/1992	10(o)
10(p)	Settlement Agreement with Former Vice Chairman of the Board of Directors (re #5)	10-K	10/3/1992	10(p)
10(q)	Hardware Purchase Agreement and Software License Agreement for restaurant point of sale system.	10-KSB	10/2/1993	10(q)
10(a)(3)	Key Employee Incentive Stock Option Plan	DEF14A	1/26/1994	10(a)(3)
10( r)	Limited Partnership Agreement of CIC Investors #13, Ltd., between Flanigan's Enterprises, Inc., as General Partner and fifty percent owner of the limited partnership, and Hotel Properties, LTD. *	10-KSB	9/30/1995	10(r)
10(s)	Form of Franchise Agreement between Flanigan's Enterprises, Inc. and Franchisees.*	10-KSB	9/30/1995	10(s)
10(t)	Licensing Agreement between Flanigan's Enterprises, Inc. and James B. Flanigan, dated November 4, 1996, for non-exclusive use of the servicemark "Flanigan's" in the Commonwealth of Pennsylvania. *	10-KSB	9/28/1996	10(t)
10(u)	Limited Partnership Agreement of CIC Investors #15 Ltd., dated	10-KSB	9/27/1997	10(u)

March 28, 1997, between B.D. 15 Corp. as General Partner and numerous limited partners, including Flanigan's Enterprises, Inc. as a limited partner owning twenty five percent of the limited partnership. \*

Table of Contents

10(v)	Limited Partnership Agreement of CIC Investors #60 Ltd., dated July 8, 1997, between Flanigan's Enterprises, Inc., as General Partner and numerous limited partners, including Flanigan's Enterprises, Inc. as limited partner owning forty percent of the limited partnership. *	10-KSB	9/27/1997	10(v)
10(w)	Stipulated Agreed Order of Dismissal upon Mediation with former franchisee.	10-KSB	9/27/1997	10(w)
10(x)	Limited Partnership Agreement of CIC Investors #70, Ltd. dated February 1999 between Flanigan's Enterprises, Inc. as General Partner and numerous limited partners, including Flanigan's Enterprises, Inc. as limited partner owning forty percent of the limited partnership. *	10-KSB	10/02/1999	10(x)
10(y)	Limited Partnership Agreement of CIC Investors #80, Ltd., dated May 2001, between Flanigan's Enterprises, Inc. as General Partner and numerous limited partners, including Flanigan's Enterprises, Inc., as limited partner owning twenty five percent of the limited partnership. *	10-KSB	9/29/2001	10(y)
10(z)	Limited Partnership Agreement of CIC Investors #95, Ltd., dated July 2001, between Flanigan's Enterprises, Inc., as General Partner and numerous limited partners, including Flanigan's Enterprises, Inc. as limited partner owning twenty eight percent of the limited partnership. *	10-KSB	9/29/2001	10(z)
10(aa)	Limited Partnership Agreement of CIC Investors #75, Ltd., dated June 17, 2003, between Flanigan's Enterprises, Inc., as General Partner, and numerous limited	10-K	9/27/03	10(aa)

partners, including Flanigan's Enterprises, Inc. as limited partner owning twelve percent of the limited partnership. \*

10(bb)	Limited Partnership Agreement of CIC Investors #65, Ltd., dated June 24, 2004, between Flanigan's Enterprises, Inc., as General Partner, and numerous limited partners, including Flanigan's Enterprises, Inc. as limited partner owning twenty six percent of the limited partnership. *	10-K	10/2/2004	10(bb)
--------	---	------	-----------	--------

Table of Contents

10(cc)	Amended and Restated Limited Partnership Certificate and Agreement of CIC Investors #13, Ltd., dated March 1, 2006, between Flanigan's Enterprises, Inc., as General Partner, Flanigan's Management Services, Inc. and numerous limited partners, including Flanigan's Enterprises, Inc. as limited partner owning thirty nine percent of the limited partnership. *	10-K	9/30/2006	10(cc)
10(dd)	Limited Partnership Agreement of CIC Investors #50, Ltd., dated October 17, 2006, between Flanigan's Enterprises, Inc., as General Partner, Flanigan's Management Services, Inc. and numerous limited partners, including Flanigan's Enterprises, Inc. as limited partner owning sixteen percent of the limited partnership. *	10-K	9/29/2007	10(dd)
10(ee)	Limited Partnership Agreement of CIC Investors #55, Ltd., dated December 12, 2006, between Flanigan's Enterprises, Inc., as General Partner, Flanigan's Management Services, Inc. and numerous limited partners, including Flanigan's Enterprises, Inc. as limited partner owning forty eight percent of the limited partnership. *	10-K	9/29/2007	10(ee)
13	Registrant's Form 10-K constitutes the Annual Report to Shareholders for the fiscal year ended October 2, 2010.			X
21(a)	Company's subsidiaries are set forth in this Annual Report on Form 10-K.			X
<u>31.1</u>	Certification Pursuant to Section 302 of Sarbanes-Oxley Act of 2002 of Chief Executive Officer.			X

<u>31.2</u>	Certification Pursuant to Section 302 of Sarbanes-Oxley Act of 2002 of Chief Financial Officer.	X
-------------	---	---

<u>32.1</u>	Certification Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 of Chief Executive Officer.	X
-------------	---	---

<u>32.2</u>	Certification Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 of Chief Financial Officer.	X
-------------	---	---



Table of Contents

\* Compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934 the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Flanigan's Enterprises, Inc.  
Registrant

By: /s/ JAMES G. FLANIGAN II  
JAMES G. FLANIGAN II  
Chief Executive Officer  
Date: 12/28/2010

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in their capacities and on the dates indicated.

/s/ JAMES G. FLANIGAN II  
James G. Flanigan II

Chairman of the Board,  
Chief Executor Officer,  
and Director

Date: 12/28/2010

/s/ JEFFREY D. KASTNER  
Jeffrey D. Kastner

Chief Financial Officer  
Secretary and Director

Date: 12/28/2010