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

FORM 10-K/A

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

For the Fiscal Year Ended August 27, 2003

[ ] 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 1-8308

Luby's, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**74-1335253**
(State of incorporation)	*(IRS Employer Identification Number)*

2211 Northeast Loop 410
San Antonio, Texas 78217
(Address of principal executive offices, including zip code)

(210) 654-9000	**www.lubys.com**

(Registrant's telephone number, including area code, and Website)

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

Title of Class	**Name of Exchange on which registered**
Common Stock Par Value ($.32 par value)	New York Stock Exchange
Common Stock Purchase Rights	New York Stock Exchange

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

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 and (2) has been subject to such filing requirements for the past 90 days. Yes __X__ No ____

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the 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. [X]

The aggregate market value of the shares of Common Stock of the registrant held by nonaffiliates of the registrant as of November 3, 2003, was approximately $55,022,819 (based upon the assumption that directors and executive officers are the only affiliates).

The aggregate market value of the shares of Common Stock of the registrant held by nonaffiliates of the registrant as of February 12, 2003, was approximately $26,545,468 (based upon the assumption that directors and executive officers are the only affiliates).

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Act). Yes X No ____

As of November 3, 2003, there were 22,470,004 shares of the registrant's Common Stock outstanding, which does not include 4,933,063 treasury shares.

EXPLANATORY NOTE: The registrant is hereby amending its Form 10-K for the fiscal year ended August 27, 2003 (SEC File Number 1-8308) to add the information required by Part III Items 10 through 14. The remaining Items contained within this Amendment No. 1 to Annual Report on Form 10-K/A consist of all other Items originally contained in the registrant's Annual Report on Form 10-K for the fiscal year ended August 27, 2003. This Form 10-K/A does not reflect events occurring after the filing of the original Form 10-K, nor modify or update those disclosures in any way other than to add the information required by Part III Items 10 through 14.

Luby's, Inc.

Form 10-K

Year ended August 27, 2003

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Additional Information

The Company's Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to those reports are available free of charge via hyperlink on its website at www.lubys.com. The Company makes these reports available as soon as reasonably practicable upon filing with the SEC. Information on the Company's website is not incorporated into this report.

PART I

Item 1. Business

Overview

Luby's, Inc. (formerly, Luby's Cafeterias, Inc.) was originally incorporated in Texas in 1959 and was reincorporated in Delaware on December 31, 1991. The Company's administrative offices are at 2211 Northeast Loop 410, P. O. Box 33069, San Antonio, Texas 78265-3069.

Luby's, Inc. was restructured into a holding company on February 1, 1997, at which time all of the operating assets were transferred to Luby's Restaurants Limited Partnership, a Texas limited partnership composed of two wholly owned, indirect corporate subsidiaries of the Company. All restaurant operations are conducted by the partnership. Unless the context indicates otherwise, the word "Company" as used herein includes the partnership and the consolidated corporate subsidiaries of Luby's, Inc.

As of November 3, 2003, the Company operated 144 restaurants under the name "Luby's." These establishments are located in close proximity to retail centers, business developments, and residential areas throughout seven states (listed under Item 2). Of the 144 restaurants, 97 are at locations owned by the Company and 47 are on leased premises. Two of the restaurants primarily serve seafood, one is a steak buffet, four are full-time buffets, 22 are cafeteria-style restaurants with all-you-can-eat options, and 115 are traditional cafeterias.

Operations

The Company's operations provide guests with a wide variety of delicious, home-style food, with the majority of locations serving cafeteria-style. Daily, each restaurant offers 12 to 14 entrees, 12 to 14 vegetable dishes, 12 to 16 salads, and 15 to 18 varieties of desserts. Food is prepared in small quantities throughout serving hours, and frequent quality checks are conducted.

The Company's historical marketing research has shown that its products appeal to a broad range of value-oriented consumers with particular success among families with children, seniors, shoppers, travelers, and business people looking for a quick, homestyle meal at a reasonable price. During fiscal 2003, the Company spent approximately 0.6% of its sales on traditional marketing venues, including newsprint, radio, point-of-purchase, and local-store marketing. Also in fiscal 2003, the Company continued to invest in distinctive store marquees to enhance guest awareness of specific store promotions. The total number of operating locations with marquees as of the end of fiscal 2003 was 103.

Luby's restaurants are generally open for lunch and dinner seven days a week. All of the restaurants sell take-out orders, and many of them have separate food-to-go entrances, which provide guests the option of enjoying complete and flavorful meals at the office or at home. Take-out orders accounted for 12.9% of sales in fiscal 2003. Breakfast is served on weekends in 38 of its restaurants, accounting for 0.9% of sales. Those locations offer a wide array of popular breakfast foods served buffet style. They also have made-to-order omelette, pancake, and waffle stations.

Each restaurant is operated as a separate unit under the control of a general manager who has responsibility for day-to-day operations, including food production and personnel employment and supervision. The Company's philosophy is to grant broad authority to its restaurant managers to direct the daily operations of their stores and, in turn, to compensate them on the basis of their performance, believing this strategy to be a significant factor in restaurant profitability. Of the total number of general managers employed by the Company, 106 have been employed for more than ten years. Typically, an individual is employed for a period of four to seven years before he or she is considered qualified to become a general manager.

The Company operates from a centralized purchasing arrangement to obtain the economic benefit of bulk purchasing and lower prices for most of its food products. The arrangement involves a competitively selected prime vendor for each of its three major purchasing regions.

Foods are prepared fresh daily at the Company's restaurants. Menus are reviewed periodically by a committee of managers and chefs. The committee introduces newly developed recipes to ensure offerings are varied and that seasonal food preferences are incorporated.

Quality control teams also help to maintain uniform standards of food preparation. The teams visit each restaurant as necessary and work with the staff to check adherence to Company recipes, train personnel in new techniques, and implement systems and procedures used universally throughout the Company.

During the fiscal year ended August 27, 2003, the Company closed approximately 50 underperforming units, of which approximately 40 were closed in accordance with its new business plan. Since August 27, 2003, the Company has closed four other underperforming restaurants.

Of the 144 restaurants currently in operation, two were opened during the year under different concepts, including the second of the Company's seafood concept and its first Steak Buffet. In addition to changing the concepts in some locations based upon their surrounding demographics, the Company believes one of its primary opportunities for growth centers around improving same-store sales at existing locations.

As of the fiscal year-end, the Company had a workforce of approximately 7,550, consisting of 7,000 nonmanagement restaurant workers; 400 restaurant managers, associate managers, and assistant managers; and 150 clerical, administrative, and executive employees. Employee relations are considered to be good. The Company has never had a strike or work stoppage and is not subject to collective bargaining agreements.

Service Marks

The Company uses several service marks, including "Luby's," and believes that such marks are of material importance to its business. The Company has federal registrations for its service marks as deemed appropriate.

The Company is not the sole user of the name Luby's in the cafeteria business. A cafeteria using the name Luby's is being operated in Texas by an unaffiliated company. The Company's legal counsel is of the opinion that the Company has the paramount right to use the name Luby's as a service mark in the United States and that the other user could be precluded from expanding its use of the name as a service mark.

Competition and Other Factors

The foodservice business is highly competitive, and there are numerous restaurants and other foodservice operations in each of the markets where the Company operates. The quality of food served, in relation to price and public reputation, is an important factor in foodservice competition. Neither the Company nor any of its competitors has a significant share of the total market in any area in which the Company competes. The Company believes that its principal competitors include family-style and fast-casual restaurants, buffets, and quick-service establishments in the home-meal-replacement category.

The Company's facilities and food products are subject to state and local health and sanitation laws. In addition, the Company's operations are subject to federal, state, and local regulations with respect to environmental and safety matters, including regulations concerning air and water pollution and regulations under the Americans with Disabilities Act and the federal Occupational Safety and Health Act. Over the years, such laws and regulations have resulted in increased costs that have been absorbed by the Company, in turn, improving its compliance.

Item 2. Properties

The Company's restaurants constructed prior to 1999 typically contain 9,000 to 10,500 square feet of floor space and can seat 250 to 300 guests simultaneously. In more recent years, the Company built several more-contemporary units. They contain 6,000 to 8,600 square feet of floor space and can seat 170 to 214 guests simultaneously.

Luby's restaurants are well maintained and in good condition. The Company refurbishes and updates restaurants and equipment as necessary to maintain their appearance and utility.

As of November 3, 2003, the Company's restaurants are regionally located as follows: two in Arizona, two in Arkansas, two in Louisiana, one in Missouri, three in Oklahoma, one in Tennessee, and 133 in Texas.

The Company owns the underlying land and buildings in which 97 of its restaurants are located. Several of these restaurant properties contain excess building space, which is rented to tenants unaffiliated with the Company.

In addition to the owned locations, 47 other restaurants are held under leases, including 22 in regional shopping malls. Most of the leases provide for a combination of fixed-dollar and percentage rentals. Many require the Company to pay additional amounts related to property taxes, hazard insurance, and maintenance of common areas. See Note 9 of the Notes to Consolidated Financial Statements for information concerning the Company's lease rental expenses and lease commitments. Of the 47 restaurant leases, the current terms of 27 expire before 2009, ten from 2009 to 2013, and ten thereafter. Forty-three of the leases can be extended beyond their current terms at the Company's option.

In addition to the properties currently in operation, the Company also has 34 locations on the market for sale.

The Company's primary administrative offices are located in a building owned by the Company containing approximately 40,000 square feet of useable office space.

The Company maintains public liability insurance and property damage insurance on its properties in amounts which management believes to be adequate.

Item 3. Legal Proceedings

The Company is from time to time subject to pending claims and lawsuits arising in the ordinary course of business. In the opinion of management, the ultimate resolution of such claims and lawsuits will not have a material adverse effect on the Company's operations or consolidated financial position. There are no material legal proceedings to which any director, officer, or affiliate of the Company, or any associate of any such director or officer, is a party, or has a material interest, adverse to the Company.

Item 4. Submission of Matters to a Vote of Security Holders

No matter was submitted during the fourth quarter of the fiscal year ended August 27, 2003, to a vote of security holders of the Company.

Item 4A. Executive Officers of the Registrant

Certain information is set forth below concerning the executive officers of the Company, each of whom has been elected to serve until his successor is duly elected and qualified:

Name	Served as Officer Since	Positions with Company and Principal Occupation Last Five Years	Age
Christopher J. Pappas	2001	President and CEO (since March 2001), CEO of Pappas Restaurants, Inc.	56
Harris J. Pappas	2001	Chief Operating Officer (since March 2001), President of Pappas Restaurants, Inc.	59
Ernest Pekmezaris	2001	Senior Vice President and CFO (since March 2001), Treasurer and former CFO of Pappas Restaurants, Inc.	59
Peter Tropoli	2001	Senior Vice President-Administration (since March 2001), attorney in private practice.	31

PART II

Item 5. Market for Registrant's Common Equity and Related Stockholder Matters

Stock Prices and Dividends

The Company's common stock is traded on the New York Stock Exchange under the symbol LUB. The following table sets forth, for the last two fiscal years, the high and low sales prices on the New York Stock Exchange from the consolidated transaction reporting system and the per share cash dividends declared on the common stock.

Fiscal Quarter Ended	*High*	*Low*	*Quarterly Cash Dividend*
November 21, 2001	$9.49	$5.90	$.00
February 13, 2002	7.80	5.50	.00
May 8, 2002	7.33	6.00	.00
August 28, 2002	7.05	5.00	.00
November 20, 2002	**5.53**	**3.55**	**.00**
February 12, 2003	**4.50**	**1.10**	**.00**
May 7, 2003	**2.80**	**.95**	**.00**
August 27, 2003	**2.98**	**1.75**	**.00**

There were no sales of unregistered securities in fiscal 2003. As of November 3, 2003, there were approximately 3,777 record holders of the Company's common stock.

Item 6. Selected Financial Data

Five-Year Summary of Operations

	Year Ended				
	August 27, 2003	August 28, 2002	August 31, 2001	August 31, 2000	August 31, 1999
	(364 days)	*(362 days)*	*(365 days)*	*(366 days)*	*(365 days)*
	(In thousands except per share data)				
SALES	**$ 318,521**	$ 334,473	$ 385,416	$ 403,608	$ 411,474
COSTS AND EXPENSES:					
Cost of food	**87,048**	85,275	95,835	100,952	99,308
Payroll and related costs	**92,416**	106,969	134,886	124,231	124,438
Occupancy and other operating expenses	**97,708**	101,178	113,901	108,179	108,935
Depreciation and amortization	**18,104**	18,122	18,652	18,050	15,806
General and administrative expenses	**23,326**	21,216	25,283	20,983	22,010
Provision for asset impairments and restaurant closings	**2,060**	271	30,402	11,577	-
	320,662	333,031	418,959	383,972	370,497
INCOME (LOSS) FROM OPERATIONS	**(2,141)**	1,442	(33,543)	19,636	40,977
Interest expense	**(7,610)**	(7,676)	(8,135)	(3,529)	(3,891)
Other income, net	**7,217**	2,374	2,167	2,207	1,853
Income (loss) before income taxes	**(2,534)**	(3,860)	(39,511)	18,314	38,939
Provision (benefit) for income taxes	**-**	(1,032)	(13,654)	6,008	13,280
Income (loss) from continuing operations	**(2,534)**	(2,828)	(25,857)	12,306	25,659
Discontinued operations, net of taxes	**(30,560)**	(6,825)	(6,024)	(3,181)	2,954
NET INCOME (LOSS)	**$ (33,094)**	$ (9,653)	$ (31,881)	$ 9,125	$ 28,613
Income (loss) per common share before discontinued operations - basic	**$ (0.11)**	$ (0.13)	$ (1.15)	$ 0.55	$ 1.14
Income (loss) per common share from discontinued operations - basic	**$ (1.36)**	$ (0.30)	$ (0.27)	$ (0.14)	$ 0.13
Net income (loss) per common share - basic	**$ (1.47)**	$ (0.43)	$ (1.42)	$ 0.41	$ 1.27
Income (loss) per common share before discontinued operations - assuming dilution	**$ (0.11)**	$ (0.13)	$ (1.15)	$ 0.55	$ 1.13
Income (loss) per common share from discontinued operations - assuming dilution	**$ (1.36)**	$ (0.30)	$ (0.27)	$ (0.14)	$ 0.13
Net income (loss) per common share - assuming dilution	**$ (1.47)**	$ (0.43)	$ (1.42)	$ 0.41	$ 1.26
Cash dividend declared per common share	**$ 0.00**	$ 0.00	$ 0.00	$ 0.70	$ 0.80
At year-end:					
Total assets	**$ 279,881**	$ 342,479	$ 353,864	$ 370,843	$ 346,025
Long-term debt (including net convertible subordinated debt) [(a)]	**$ -**	$ 5,883	$ 127,401	$ 116,000	$ 78,000
Total debt	**$ 98,532**	$ 124,331	$ 127,401	$ 116,000	$ 78,000
Number of restaurants	**148**	196	213	231	223

[(a)] See *New Business Plan* under the Debt section and Note 6 of the Notes to Consolidated Financial Statements.

Five-Year Summary Notes continued on next page.

Five-Year Summary of Operations (continued)

Note: In fiscal year 2002, the Company moved from 12 calendar months to 13 four-week periods. The first period of fiscal year 2002 began September 1, 2001, and covered 26 days. All subsequent periods covered 28 days. Fiscal year 2002, the Company's conversion year from months to periods, was 362 days in length. Fiscal 2003 and most years hereafter are 364 days in length.

Note: The Company's new business plan, as approved in fiscal 2003, called for the closure of approximately 50 locations. In accordance with the plan, the entire fiscal activity of the applicable stores closed through the end of the 2003 fiscal year were reclassified to discontinued operations. For comparison purposes, in prior fiscal years the entire activity for the same locations closed in fiscal 2003 have also been reclassified to discontinued operations.

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

RESULTS OF OPERATIONS

Fiscal 2003 Compared to Fiscal 2002

Sales decreased $16.0 million, or 4.8%, in fiscal 2003 compared to fiscal 2002. Of the total decline, $12.2 million was due to the closure of 20 restaurants since August 31, 2001, that were not included in the new business plan, and $8.7 million was due to a 2.7% decrease in same-store sales. These decreases were offset by the positive impact of two additional days of sales of $2.2 million and the opening of three restaurants since August 28, 2002, that accounted for $2.7 million in sales.

The cost of food increased $1.8 million, or 2.1%, and as a percentage of sales increased from 25.5% to 27.3% in fiscal 2003 compared to fiscal 2002. Early in the fiscal year, the increase in food cost was related primarily to efforts to implement value offerings for the Company's guests. Those offerings were a planned part of the Company's strategy aimed at increasing value while maintaining quality. Also in the beginning of the year, fresh produce pricing was negatively impacted by increased transportation costs due to the higher cost of diesel fuel. Toward the end of the year, upward pressure on beef pricing due to lower availability, reduced cattle weights, and an overall higher demand negatively impacted food cost. These increases completely offset reductions due to store closures. Even so, the increases were partially mitigated in the later part of the year by targeted cost control programs.

Payroll and related costs decreased $14.6 million, or 13.6%, and as a percentage of sales decreased from 32.0% to 29.0%. The decrease was due primarily to the Company's continued operational focus on labor efficiencies coupled with lower workers' compensation expense in fiscal 2003. Of the total reduction, $7.5 million was due to improved labor deployments and efficiencies resulting from various Company initiatives to reduce labor costs. An additional $1.9 million of the total decline was due to lower workers' compensation costs resulting from the Company's in-house training and safety programs. The remainder related to stores closed prior to the adoption of the new business plan.

Occupancy and other operating expenses decreased $3.5 million, or 3.4%. Several factors contributed to this fluctuation. Net repairs and maintenance costs decreased primarily due to increased efficiencies from the Company's in-house repair program as provided by its in-house service center. Food-to-go packaging costs further declined due to less expensive packaging. These decreases were partially offset by property/employee insurance, which increased principally due to premium increases for owned properties coupled with pass-through insurance adjustments from landlords of leased properties, as well as premium increases for directors' and officers' liability.

Depreciation and amortization expense was approximately equal to the prior fiscal year, with a slight decrease of $18,000.

General and administrative expenses increased $2.1 million, or 9.9%. Several factors contributed to this increase. Professional fees increased principally due to a fixed-asset, cost segregation study on tax depreciation. Consulting costs increased principally due to fees paid to outside firms relating to the Company's bank group. Excluding those items, the Company showed higher year-over-year general and administrative expenses because of the increased investment in support personnel to improve its focus on operational efficiencies and facilities maintenance.

The provision for asset impairments and restaurant closings charged to continuing operations increased by $1.8 million due to impairments on various locations that were either not yet closed per the new business plan or were a part of prior impairment and disposal plans.

Interest expense was approximately equal to the prior fiscal year, with only a slight decrease of $66,000. The payoff of loans on officers' life insurance policies, which were surrendered during the prior year, in addition to amortization of the loss on interest rate swaps and principal reductions on the outstanding bank debt, contributed to this decrease. These decreases were partially offset by an increase in the effective interest rate on outstanding debt coupled with an increase in the amortization of the discount on the subordinated notes. Approximately $2.7 million and $2.6 million were reclassified from interest expense to discontinued operations in fiscal 2003 and 2002, respectively. These reclassifications related to the launch of the Company's new business plan whereby the proceeds from certain properties closed and sold are committed to paying down debt.

Other income increased $4.8 million primarily due to gains on the sales of assets, which reflect the sale of nine previously closed stores. These gains were partially offset by a loan commitment fee expensed in fiscal 2003.

The income tax benefit decreased by $1.0 million. No benefit was recorded in fiscal 2003 because the realization of loss carryforward utilization is uncertain.

The loss from discontinued operations increased by $23.7 million principally due to approximately $19.2 million in noncash impairments, with the remainder in carrying costs, allocated bank debt interest, and certain settlement fees incurred on various locations closed as part of the Company's new business plan. The impairment charges included reductions in the fourth quarter of 2003 from gains on the disposal of properties previously held for sale. Also see the discussion below entitled *Debt/The New Business Plan*.

Relative to prior closure plans, the Company had a reserve for restaurant closings of approximately $1.7 million and $3.1 million at August 27, 2003, and August 28, 2002, respectively. Excluding certain lease termination settlements, all material cash outlays required for the store closings originally planned as of August 31, 2001, were made prior to August 27, 2003. See further discussion in Note 7 of the Notes to Consolidated Financial Statements.

Fiscal 2002 Compared to Fiscal 2001

Sales decreased $50.9 million, or 13.2%, in fiscal 2002 compared to fiscal 2001. Of the total decline, $32.0 million was due to an 8.8% decrease in same-store sales, while $16.7 million was due to the closure of 27 restaurants since August 31, 2000. In addition, there were three fewer days during fiscal 2002, accounting for approximately $2.9 million of the total sales decline. The decreases were partially offset by the opening of one new restaurant, which accounted for $723,000 in additional sales.

Cost of food decreased $10.6 million, or 11.0%, due primarily to fewer restaurants and the decline in same-store sales. Food cost as a percentage of sales increased from 24.9% to 25.5% in fiscal 2002 in comparison with fiscal 2001. Various "manager's special" promotions coupled with new "all-you-can-eat" offerings at selected locations contributed to higher food costs as a percent of sales.

Payroll and related costs decreased $27.9 million, or 20.7%, due primarily to restaurant closures unrelated to the new business plan, lower workers' compensation expense, and three fewer days in fiscal 2002. Of the total reduction, $16.3 million was due to lower wages and associated payroll taxes resulting from numerous store closures and $11.6 million was due to lower workers' compensation costs. Relative to the latter, in fiscal 2001, there was a large increase for estimated claims expense under the Company's historical third-party program. The Company initiated a safety training and accident prevention program in October 2001 that substantially lowered fiscal 2002 costs.

Occupancy and other operating expenses decreased $12.7 million, or 11.2%. Although the dollar decrease was primarily due to store closures, other factors contributed to the fluctuation. Utility expenses decreased due to lower energy commodity costs coupled with moderate temperatures and conservation. Advertising costs declined due to a reduced emphasis on television media spending. Food-to-go packaging costs further declined due to the intentional redirection at many locations to inside dining coupled with less expensive packaging.

Depreciation and amortization expense decreased $530,000, or 2.8%, due to fewer depreciable properties resulting from previous impairments and property sales.

General and administrative expenses decreased $4.1 million, or 16.1%. Several factors contributed to the decline. Officers' compensation decreased principally due to a reduction in relative headcount coupled with accelerated vesting of noncash option compensation in fiscal 2001. Charges related to the proxy and restructuring advice contributed to higher professional costs in fiscal 2001. Consulting fees were less principally due to a preliminary search for new senior management in fiscal 2001.

The provision for asset impairments and restaurant closings decreased by $30.1 million due to numerous impairments and provisions for impairments recorded in the prior year. Charges of $271,000 were recorded in fiscal 2002 principally to account for labor termination costs and an additional store closing, net of unrelated lease settlements that were more favorable than anticipated.

Interest expense decreased $459,000, or 5.6%, due primarily to lower effective interest rates on outstanding bank debt, the payoff of the loans on surrendered officers' life insurance policies, and principal reductions in the outstanding bank debt. These factors were offset by interest on the $10 million in subordinated debt, amortization of the loss on interest rate Swaps, and the amortization of amendment fees for the credit facility. Approximately $2.6 million and $3.5 million were reclassified from interest expense to discontinued operations in fiscal 2002 and 2001, respectively. This was done for comparability to fiscal 2003, which includes the launch of the Company's new business plan whereby the proceeds of properties closed and sold are being used to pay down debt.

The income tax benefit decreased by $12.6 million, or 92.4%, primarily due to a significantly lower incurred loss in fiscal 2002 versus fiscal 2001.

The loss from discontinued operations increased by $801,000, or 13.3%. This was due primarily to increased operating losses on properties later associated with the Company's new business plan.

EBITDA

The Company's operating performance is evaluated using several measures. One of those measures, EBITDA, is derived from the Income (Loss) From Operations GAAP measurement. EBITDA has historically been used by the Company's credit-facility lenders to measure compliance with certain financial debt covenants. The Company's credit-facility debt agreement defines EBITDA as the sum of operating income, plus nonrecurring, noncash charges which decrease operating income, plus depreciation and amortization, minus nonrecurring credits which are included in operating income. The agreement further specifies that EBITDA shall exclude the noncash portion of the CEO's and the COO's stock option compensation, cost of stock options with employees, accounting requirements for future store closings required by GAAP, and costs of closing a store location.

EBITDA decreased by $1.8 million from fiscal 2002 to 2003 compared to an increase of $3.7 million from fiscal 2001 to 2002. These net changes were due to various applicable reasons noted in the Results of Operations section above. Prior year amounts have been reclassified to conform to the current year presentation.

	Year Ended		
	August 27, 2003	August 28, 2002	August 31, 2001
	(364 days)	*(362 days)*	*(365 days)*
		(In thousands)	
Income (loss) from operations	**$ (2,141)**	$ 1,442	$ (33,543)
Less excluded items:			
Provision for asset impairments and restaurant closings	**2,060**	271	30,402
Depreciation and amortization	**18,104**	18,122	18,652
Noncash executive compensation expense	**1,310**	1,310	1,942
EBITDA	**$ 19,333**	$ 21,145	$ 17,453

While the Company and many in the financial community consider EBITDA to be an important measure of operating performance, it should be considered in addition to, but not as a substitute for or superior to, other measures of financial performance prepared in accordance with accounting principles generally accepted in the United States, such as operating income and net income. In addition, the Company's definition of EBITDA is not necessarily comparable to similarly titled measures reported by other companies.

LIQUIDITY AND CAPITAL RESOURCES

Cash and Working Capital

Cash decreased by $713,000 from the end of the preceding fiscal year to August 27, 2003, primarily due to capital purchases and certain initial store-closure costs, which were offset by reductions in short-term investments and a large tax refund.

The $7.2 million income tax receivable balance as of the prior fiscal year-end related to 2002 tax benefits. The Company received a comprehensive refund of $13.4 million in the third quarter of fiscal 2003 that resulted from changes in tax legislation that extended carrybacks of net operating losses. The refund was higher than the original fiscal 2002 estimate primarily due to increases in tax depreciation relative to an updated cost-segregation study.

After taking into account the current classification of its senior and subordinated debt, the Company had a working capital deficit of $103.3 million as of August 27, 2003, compared to $119.5 million as of August 28, 2002. The improvement was primarily attributable to paydowns on the Company's senior credit facility. Excluding the reclassification of the credit-facility balance and subordinated notes explained in the *Debt* section below, the Company's working capital deficit increased $3.7 million. That increase in the deficit was primarily attributable to continued requirements to internally fund cash needs, including capital acquisitions. The increase was partially offset by the collection of the income tax receivable explained above.

As of August 27, 2003, the Company owned 34 properties held for sale, including three undeveloped land sites.

Capital expenditures for the fiscal year ended August 27, 2003, were $9.1 million. Consistent with prior fiscal years, the Company used most of its capital funds to maintain its investment in existing operating units. Based on the business plan for fiscal 2004, the Company again intends to fund all capital expenditures from cash flows from operations and expects them to be no more than $11.5 million for that fiscal year.

DEBT

New Business Plan

During the mid-1990's, the Company entered into a revolving line of credit with a bank group. It was primarily used for financing long-term objectives, including capital acquisitions and a stock repurchase program. Capacity under that credit facility was fully exhausted in fiscal 2001, at which time the Company was unable to draw further advances under the agreement. Since then, existing management has financed its capital acquisitions and working capital needs through careful cash management and the provision of an additional $10 million in financing in fiscal 2001 from the Company's CEO and the COO.

Current management recognized the need to arrange financing that would better match long-term assets with the existing debt. Accordingly, early in the second quarter of fiscal 2003, the Company executed a commitment letter with a third-party lender for an $80 million loan to replace that amount of debt in the existing credit facility. Simultaneously, when the current bank group provided a waiver and amendment, it also added a stipulation that required the new $80 million financing be completed and funded by January 31, 2003. However, the Company was unable to finalize the new financing arrangement because of changes in the proposed agreement terms that the Company believed were not in its best interest. This led to a default under the credit facility that the Company is currently focused on rectifying. Even though the lack of replacement financing caused a default, the Company was in compliance with its financial performance covenants at the end of the second quarter, and no default in interest payments has occurred as of the date this SEC report was filed. Also as of that date, the existing bank group has taken no legal action related to the default other than to notify the Company that it reserves all of its rights and remedies.

Management has actively communicated with the credit-facility bank group, while working on its new business plan that is focused on returning the Company to profitability. The Company also engaged the financial advisory firms of Morgan Joseph & Co. and ING Capital LLC ("Morgan-ING") to review the new plan.

After thorough review of several strategic alternatives - including the new business plan - and after consultation with the Morgan-ING advisors, the Company's Board of Directors approved the plan on March 29, 2003. Subsequent to Board approval, management initiated immediate implementation of the plan, which calls for closure of approximately 50 of the Company's operating stores. In cases where those properties are owned by the Company, the proceeds from the sale of the properties are being used to pay down bank debt under the existing agreement. The first 43 of those 50 restaurants were closed by the end of fiscal 2003. Most of the remaining locations are leased units that will close as soon as commercially feasible after negotiations with landlords or at the end of lease terms that expire in the near future.

With the assistance of Morgan-ING, the Company continues to have constructive discussions with its credit-facility lenders. In the meantime, the Company is focused on day-to-day operations and the implementation of its new strategic plan. Initially, cash resources have been reduced pursuant to the new plan, especially relative to lease settlements and termination costs. The Company used part of its fiscal 2002 federal income tax refund of $13.4 million to support cash needs during the initial stages of the plan.

Over a time span starting in the third quarter of fiscal 2003 through the fourth quarter of fiscal 2004, the Company expects to report net losses from discontinued operations, including charges for impairments and store closures due to its decision to close the locations specified in the new business plan. To date through the 2003 fiscal year-end, $30.6 million has been incurred. In fiscal year 2004, the Company expects more carrying and settlement costs; however, it also expects that these amounts will ultimately be offset by certain property gains through the next fiscal year.

Through the end of fiscal 2003, the Company recorded noncash impairment charges of approximately $19.2 million, which were included in discontinued operations. The assets of these individual operating units have been written down to their net realizable values and are being actively marketed for sale. The impairment charges were reduced by $2.1 million in gains on the sale of certain properties held for sale as part of the new business plan. The Company also recorded the related fiscal year-to-date net operating results, employee terminations, lease settlements, and basic carrying costs of the closed units in discontinued operations.

The Company also incurred approximately $2.3 million in impairment costs that were charged to continuing operations. The impairments in this category were slightly offset by $223,000 in gains on the sale of other properties held for sale. The net amount primarily reflects either impairments on properties designated for closure under the new business plan but not yet closed or impairments on properties included in prior disposal plans. Relative to the latter, most properties designated for closure prior to the new business plan were primarily lease locations. Those impairments were computed with the aid of discounted cash flow models that were consistent with prior years.

The reserve for store closures balance as of August 27, 2003, related to the 2001 asset disposal plan.

Credit-Facility Debt

At August 28, 2002, the Company had a credit-facility balance of $118.4 million with the bank group (a syndicate of four banks). In accordance with provisions of that credit facility, the Company paid the outstanding balance down by $26.9 million during fiscal 2003 primarily from proceeds received from the sale of real and personal property. As a result, the balance was lowered to $91.6 million at the end of fiscal 2003. The interest rate was prime plus 4.0% and prime plus 1.5% at August 27, 2003, and August 28, 2002, respectively. The Company is current on all interest payments due under the credit facility.

As of August 27, 2003, $219.1 million of the Company's total book value, or 78.3% of its total assets, including the Company's owned real estate, improvements, equipment, and fixtures, was pledged as collateral under the credit facility. Although the current lenders have reserved all of their rights and remedies as a result of the January 31, 2003, default - including the right to demand immediate repayment of the entire outstanding balance or the right to pursue foreclosure on the assets pledged as collateral - they have not announced any intention to take such action.

Subordinated Debt

On March 9, 2001, the Company's CEO and COO, Christopher J. Pappas and Harris J. Pappas, respectively, committed to lending the Company a total of $10 million in exchange for convertible subordinated notes that were funded in the fourth quarter of fiscal 2001. The notes, as formally executed, bore interest at LIBOR plus 2%, payable quarterly.

The subordinated notes include a cross-default provision that is tied to the Company's credit facility. The Company was notified of the declared default by the note holders just after the end of the third quarter of fiscal 2003. Also pursuant to the terms of the note, it was determined that the quarterly interest payment made effective March 1, 2003, could not be retained by the note holders, who in turn forwarded the payment of approximately $84,000 to the bank group. That amount was applied to the principal of the credit facility after the end of the third quarter. Furthermore, no principal or interest payments may be made to the subordinated note holders while the credit-facility debt is in default. This restriction in turn caused a second default. The note holders waived all defaults through May 19, 2003, yet they have reserved all of their rights and remedies associated with the debt. Effective May 20, 2003, the notes bear interest at 10% per year. Even if the Company's performance covenants are cured under the senior credit facility, continuation of the default with respect to the subordinated notes will continue to result in a default on the senior indebtedness under existing cross-default provisions.

Notwithstanding any accrued interest that may also be converted to stock, the notes are convertible into the Company's common stock at $5.00 per share for 2.0 million shares at the option of the holders at any time after January 2, 2003, and prior to the stated redemption date. The per share market price of the Company's stock on the commitment date (as determined by the closing price on the New York Stock Exchange on the date of issue) was $7.34. The difference between the market price and strike price of $5.00, or $2.34 per share, multiplied by the 2.0 million convertible shares equaled approximately $4.7 million. Under the Company's adopted intrinsic value method, applicable accounting principles require that this amount, which represents the beneficial conversion feature, be recorded as both a component of paid-in capital and a discount from the $10 million.

Initially, the conversion feature was amortized over the ten-year term of the notes. The subordinated note defaults triggered an acceleration of the discount amortization over the remaining term of the senior debt, which is currently set to mature in October 2004. That shorter amortization time frame was determined to be appropriate as the notes are subordinate to the credit facility and, accordingly, no payoff of those notes could occur before the debt of the senior creditors is addressed.

The carrying value of the notes at August 27, 2003, net of the unamortized discount, was approximately $7.0 million. The comparative carrying value of the notes at August 28, 2002, was approximately $5.9 million.

COMMITMENTS AND CONTINGENCIES

In fiscal 1999, the Company guaranteed loans of approximately $1.9 million relating to purchases of Luby's stock by various officers of the Company pursuant to the terms of a shareholder-approved plan. Under the officer loan program, shares were purchased and funding was obtained from JPMorgan Chase Bank, one of the four members of the bank group that participate in the Company's credit facility. Per the original terms of the agreements, these instruments only required annual interest to be paid by the individual debtors, with the entire principal balances due upon their respective maturity dates, which occur during the period from January through March of 2004, unless extended by the note holders.

At both August 27, 2003, and August 28, 2002, the notes had a combined outstanding balance of approximately $1.6 million. The underlying guarantee on these loans includes a cross-default provision. The Company received notice from JPMorgan Chase Bank that the default in the Company's credit facility led to a default in the officer loans. JPMorgan Chase Bank initially requested that the Company repurchase the notes; however, such action cannot be completed without comprehensive resolution with the entire bank group. On July 10, 2003, JPMorgan Chase Bank notified the Company that although it continues to reserve all rights and remedies, it has not elected to pursue those rights and remedies in order to allow further discussions among the bank group. This notice did not constitute a waiver. The Company is therefore working constructively with all members of the bank group in an effort to cure all defaults and satisfactorily meet each lender's expectations.

In the event of individual debtor default, the Company could be required to purchase the loans from JPMorgan Chase Bank, become holder of the notes, record the receivables, and pursue collection. The purchased Company stock has been and can be used by borrowers to satisfy a portion of their loan obligation. As of August 27, 2003, based on the market price on that day, approximately $213,000, or 13.2% of the note balances, could have been covered by stock, while approximately $1.4 million, or 86.8%, would have remained outstanding.

OFF-BALANCE-SHEET ARRANGEMENTS

The Company has no off-balance-sheet structured financing arrangements. The shareholder-approved guaranteed loans, as described above, were intended to encourage officer stock ownership. Under the terms of applicable SEC rules, the Company's obligation to repurchase the loans could be deemed a guarantee contract, which the SEC considers an off-balance-sheet arrangement. If the Company is required to purchase the loans, it would have to expend approximately $1.6 million to do so. The Company expects that the borrowers will fully repay the obligations. However, since management is currently unable to determine the individual ability of each borrower to pay the underlying debt in full, it is difficult to assess the potential effect on liquidity.

AFFILIATE SERVICES

The Company entered into an Affiliate Services Agreement effective August 31, 2001, with two companies, Pappas Partners, L.P. and Pappas Restaurants, Inc., which are restaurant entities owned by Christopher J. Pappas and Harris J. Pappas. That agreement, as amended on July 23, 2002, limited the scope of expenditures therein to professional and consulting services. The Company completed this amendment due to a significant decline in the use of professional and consulting services from Pappas entities.

Additionally, on July 23, 2002, the Company entered into a Master Sales Agreement with the same Pappas entities. Through this agreement, the Company contractually separated the design and fabrication of equipment and furnishings from the Affiliate Services Agreement. The Master Sales Agreement covers the costs incurred for modifications to existing equipment, as well as custom fabrication, including stainless steel stoves, shelving, rolling carts, and chef tables. These items are custom-designed and built to fit the designated kitchens and are also engineered to give a longer service life than comparably manufactured equipment.

The pricing of equipment, repair, and maintenance is set and evaluated periodically and is considered by management to be primarily at or below market for comparable goods and services. To assist in periodically monitoring pricing of the transactions associated with the Master Sales Agreement and the Affiliate Services Agreement, the Finance and Audit Committee of the Company's Board of Directors has periodically in the past used independent valuation consultants.

As part of the affiliation with the Pappas entities, the Company leases a facility, the Houston Service Center, in which Luby's has installed a centralized restaurant service center to support field operations. The building at this location has 22,253 square feet of warehouse space and 5,664 square feet of office space. It is leased from the Pappas entities by the Company at an approximate monthly rate of $0.24 per square foot. From this center, Luby's repair and service teams are dispatched to the Company's restaurants when facility or equipment maintenance and servicing are needed. The facility is also used for repair and storage of new and used equipment.

The Company previously leased a location from an unrelated third party. That location is used to house increased equipment inventories due to store closures under the business plan. The Company considered it more prudent to lease this location rather than to pursue purchasing a storage facility, as its strategy is to focus its capital expenditures on its operating restaurants. In a separate transaction, the third-party property owner sold the location to the Pappas entities during the fourth quarter of fiscal 2003, with the Pappas entities becoming the Company's landlord for that location. The storage site complements the Houston Service Center with approximately 27,000 square feet of warehouse space at an approximate monthly rate of $0.21 per square foot.

In another separate contract, pursuant to the terms of a ground lease dated March 25, 1994, the Company paid rent to PHCG Investments for a Luby's restaurant the Company operated in Dallas, Texas, until that location was closed early in the third quarter of fiscal 2003. Christopher J. Pappas and Harris J. Pappas are general partners of PHCG Investments. Preceding the store's closure, the Company entered into a lease termination agreement with a third party unaffiliated with the Pappas entities. That agreement severed the Company's interest in the PHCG property in exchange for a payment of cash to the Company. The Company also obtained the right to remove fixtures and equipment from the premises, and it was released from any future obligations under the lease agreement. The closing of the transaction was completed during the third quarter of fiscal 2003, resulting in a gain of $735,000, and the gross proceeds were used to pay down debt. The amount paid by the Company pursuant to the terms of this lease before its termination was approximately $42,000 and $85,000 for the years ended August 27, 2003, and August 28, 2002, respectively.

Affiliated rents paid for the Houston Service Center, the separate storage facility, and the Dallas property leases combined represented 2.4% and 2.9% of total rents for continuing operations for fiscal 2003 and fiscal 2002, respectively.

The following compares current and prior fiscal year charges incurred under the Master Sales Agreement, the Affiliate Services Agreement, and affiliated property leases to the Company's total general and administrative expenses, capital expenditures, and occupancy and other operating expenses included in continuing operations:

	Year Ended	
	August 27, 2003	August 28, 2002
	(364 days)	*(362 days)*
	(In thousands)	
AFFILIATE SERVICES AND SALES - INCURRED COSTS:		
General and administrative expenses - professional services	**$ -**	$ 8
Capital expenditures - custom-fabricated and refurbished equipment	**174**	506
Occupancy and other operating expenses, including property leases	**136**	130
Less pass-through amounts to third parties	**-**	(154)
Total	**$ 310**	$ 490
APPLICABLE TOTAL COMPANY COSTS:		
General and administrative expenses	**$ 23,326**	$ 21,216
Capital expenditures	**9,057**	13,097
Occupancy and other operating expenses	**97,708**	101,178
Total	**$ 130,091**	$ 135,491
AFFILIATE SERVICES INCURRED COSTS AS A PERCENTAGE OF APPLICABLE TOTAL COMPANY COSTS:		
Year to date	**0.24%**	0.36%
Inception to date	**0.23%**	

TRENDS AND UNCERTAINTIES

Same-Store Sales

The restaurant business is highly competitive with respect to food quality, concept, location, price, and service. The Company has experienced declining same-store sales since 1996 as a result of previous execution strategies, as well as increased industry-wide competition. The Company competes with a large number of other restaurants, many of which have greater financial resources. Management believes the Company's success will depend largely on its ability to execute its new strategies, optimize its financial resources, and respond to changes in consumer preferences, as well as to general economic conditions.

The following shows the quarterly comparative change in same-store sales:

	Q4	Q3	Q2	Q1
Fiscal 2001	1.9%	(0.4)%	(5.3)%*	(6.8)%
Fiscal 2002	(13.0)	(13.2)	(8.6)	(2.7)
Fiscal 2003	**(2.4)**	**(3.2)**	**(0.6)**	**(5.1)**
Average	(4.5)	(5.6)	(4.8)	(4.9)

*Adjusted for leap year.

The Company enacted price increases in the third and fourth quarters of fiscal 2001. The first quarter of fiscal 2002 includes September 11, 2001. In the third and fourth quarters of fiscal 2002, the Company was able to maintain its comparative cash flow level with declining sales by lowering operating costs. Even with national economic issues, such as continued concerns about domestic terrorism and a military offensive overseas, there was less quarterly same-store sales variability in fiscal 2003 than in the prior fiscal year.

The Company may find additional opportunities to lower costs; however, continued declines in net same-store sales could reduce operating cash flow. If severe declines in cash flow were to develop without offsetting reductions in uses of cash, such as capital expenditures, the Company's liquidity, the current status of the Company's credit facility, and the ability of the Company to refinance its indebtedness could be further impacted. As a possible result, the current lenders may choose to terminate the credit facility, accelerate the maturity of any outstanding obligation under that facility, and pursue foreclosure on assets pledged as collateral.

New Programs

In addition to those described earlier, the Company has initiated a number of programs since March 2001. These programs, as listed below, are intended to address the decline in total and same-store sales, while prudently managing costs and increasing overall profitability:

- Food excellence;
- Service excellence;
- Emphasis on value, including all-you-can-eat promotions;
- Increased emphasis on employee training and development;
- Targeted marketing, especially directed at families;
- Closure of certain underperforming restaurants;
- New concept conversions; and
- Continued emphasis on in-house safety training, accident prevention, and claims management.

Impairment

Statement of Financial Accounting Standards (SFAS) 144 requires the Company to review long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The Company considers a history of operating losses or negative cash flows and unfavorable changes in market conditions to be its main indicators of potential impairment. Assets are generally evaluated for impairment at the restaurant level. If a restaurant does not meet its financial investment objectives or continues to incur negative cash flows or operating losses, an impairment charge may be recognized in future periods.

Insurance and Claims

Workers' compensation and employee injury claims expense decreased in comparison with the prior fiscal year due to improved cost control, safety training and accident prevention efforts, as well as the management of new claims in-house. Actual claims settlements and expenses may differ from estimated loss provisions. The Company cannot make any assurances as to the ultimate level of claims under the in-house safety program or whether declines in incidence of claims as well as claims costs experienced under the program will continue in future periods.

The Company may be the subject of claims or litigation from guests and employees alleging injuries as a result of its operations. In addition, unfavorable publicity from such allegations could have an adverse impact on financial results, regardless of their validity or ultimate outcome.

Minimum Wage and Labor Costs

From time to time, the U.S. Congress considers an increase in the federal minimum wage. The restaurant industry is intensely competitive, and in such case, the Company may not be able to transfer all of the resulting increases in operating costs to its guests in the form of price increases. In addition, since the Company's business is labor-intensive, shortages in the labor pool or other inflationary pressure could increase labor costs.

RESERVE FOR RESTAURANT CLOSINGS

The Company's reserve for restaurant closings is associated with prior disposal plans. The reserve declined from $3.1 million at August 28, 2002, to $1.7 million at August 27, 2003, primarily due to the payment of and reductions in certain accrued lease settlement costs of approximately $1.3 million. (See Note 7 of the Notes to Consolidated Financial Statements.)

CRITICAL ACCOUNTING POLICIES

The Company has identified the following policies as critical to its business and the understanding of its results of operations. The Company believes it is improbable that materially different amounts would be reported relating to the accounting policies described below if other acceptable approaches were adopted. However, the application of these accounting policies, as described below, involve the exercise of judgment and use of assumptions as to future uncertainties; therefore, actual results could differ from estimates generated from their use.

Income Taxes

The Company records the estimated future tax effects of temporary differences between the tax bases of assets and liabilities and amounts reported in the accompanying consolidated balance sheets, as well as operating loss and tax credit carrybacks and carryforwards. The Company periodically reviews the recoverability of tax assets recorded on the balance sheet and provides valuation allowances as management deems necessary. Management makes judgments as to the interpretation of the tax laws that might be challenged upon an audit and cause changes to previous estimates of tax liability. In addition, the Company operates within multiple taxing jurisdictions and is subject to audit in these jurisdictions. In management's opinion, adequate provisions for income taxes have been made for all years. Historically, the Company has been periodically reviewed by the Internal Revenue Service. The Company is currently under review for the 2002, 2001, and 2000 fiscal years.

Impairment of Long-Lived Assets

The Company periodically evaluates long-lived assets whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. In performing impairment reviews of such restaurants, the Company estimates future cash flows expected to result from the use of the asset and the possible residual value associated with its eventual disposition. The estimates of future cash flows, based on reasonable and supportable assumptions and projections, require management's subjective judgments. The time periods for estimating future cash flows is often lengthy, which increases the sensitivity to assumptions made. Depending on the assumptions and estimates used, the estimated future cash flows projected in the evaluation of long-lived assets can vary within a wide range of outcomes. The Company considers the likelihood of possible outcomes in determining the best estimate of future cash flows.

Property Held for Sale

The Company also periodically reviews long-lived assets against its plans to retain or ultimately dispose of properties. If the Company decides to dispose of a property, it will be moved to property held for sale and actively marketed. Property held for sale is stated at the lower of cost or estimated net realizable value. The net realizable value is generally estimated by management based upon the specific circumstance of each location. The Company will periodically measure and analyze its estimates against third-party appraisals.

Insurance and Claims

The Company periodically reviews its workers' compensation and general liability reserves to ensure reasonableness. In fiscal 2001, the Company initiated an in-house safety and claims program focused on safety training and rigorous scrutiny of new claims, which has reduced costs significantly. Consistent with the prior year, the Company's liability is based upon estimates obtained from both an actuarial firm and internal risk management staff. Assumptions and judgments are used in evaluating these costs. The possibility exists that future claims-related liabilities could increase due to unforeseen circumstances.

Stock-Based Compensation

The Company accounts for its employee stock compensation plans using the intrinsic value method of accounting set forth in Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," and the related interpretations. Accordingly, compensation cost for stock options is measured as the excess, if any, of the quoted market price of the Company's stock at the date of grant over the amount an employee must pay to acquire the stock.

NEW ACCOUNTING PRONOUNCEMENTS

In August 2001, the FASB issued Statement of Financial Accounting Standards No. 144 ("SFAS 144"), "Accounting for the Impairment or Disposal of Long-Lived Assets." The Company was required to adopt SFAS 144 as of August 29, 2002. The adoption of SFAS 144 extended the reporting of discontinued operations to all components of an entity from a segment of an entity. In the current year, all qualifying disposal plans were reported as discontinued operations, and operations related to those disposals in prior years were reclassified as required. The results of disposal plans prior to the adoption were included in continuing operations for all periods presented.

In July 2002, the FASB issued Statement of Financial Accounting Standards No. 146 ("SFAS 146"), "Accounting for Costs Associated with Exit or Disposal Activities," which nullifies EITF Issue No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (including Certain Costs Incurred in a Restructuring)." SFAS 146 requires that costs associated with an exit or disposal activity be recognized only when the liability is incurred (that is, when it meets the definition of a liability in the FASB's conceptual framework). SFAS 146 also establishes fair value as the objective for initial measurement of liabilities related to exit or disposal activities. SFAS 146 is effective for exit or disposal activities that are initiated after December 31, 2002. The Company adopted SFAS 146 in the first quarter of fiscal 2003.

In November 2002, the FASB issued Interpretation No. 45 (FIN 45), "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others." For certain guarantees issued after December 31, 2002, FIN 45 requires a guarantor to recognize, upon issuance of a guarantee, a liability for the fair value of the obligations it assumes under the guarantee. Guarantees issued prior to January 1, 2003, are not subject to liability recognition, but are subject to expanded disclosure requirements. The Company does not believe that the adoption of this Interpretation has had a material effect on its consolidated financial position or statement of operations.

In January 2003, FASB issued Interpretation No. 46 (FIN 46), an interpretation of Accounting Research Bulletin No. 51, which requires the Company to consolidate variable interest entities for which it is deemed to be the primary beneficiary and disclose information about variable interest entities in which it has a significant variable interest. FIN 46 became effective immediately for variable interest entities formed after January 31, 2003, and effective for periods ending after December 15, 2003, for any variable interest entities formed prior to February 1, 2003. The Company does not believe that this Interpretation will have a material impact on its consolidated financial statements.

In April 2002, the FASB issued Statement of Financial Accounting Standards No. 145 ("SFAS 145"), "Rescission of FASB Statements No. 4, 44 and 64, Amendment of FASB Statement No. 13, and Technical Corrections," which requires that the extinguishment of debt not be considered an extraordinary item under APB Opinion No. 30 ("APB 30"), "Reporting the Results of Operations - Reporting the Effects of Disposal of a Segment of Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions," unless the debt extinguishment meets the "unusual in nature and infrequent of occurrence" criteria in APB 30. SFAS 145 is effective for fiscal years beginning after May 15, 2002, and, upon adoption, companies must reclassify prior period items that do not meet the extraordinary item classification criteria in APB 30. The Company adopted SFAS 145 and related rules as of August 29, 2002. The adoption of SFAS 145 had no effect on the Company's financial position or results of operations.

In May 2003, the FASB issued Statement of Financial Accounting Standards No. 150 ("SFAS 150"), "Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity." This Statement establishes standards for how an issuer classifies and measures certain financial instruments with characteristics of both liabilities and equity. It requires that an issuer classify a financial instrument that is within its scope as a liability (or an asset in some circumstances). The provisions of this Statement are effective for financial instruments entered into or modified after May 31, 2003, and otherwise are effective at the beginning of the first interim period beginning after June 15, 2003. The adoption of this Statement did not have an impact on the Company's financial results of operations and financial position.

In April 2003, the FASB issued SFAS No. 149, "Amendment of Statement 133 on Derivative Instruments and Hedging Activities," which amends and clarifies financial accounting and reporting derivative instruments, including certain derivative instruments embedded in other contracts and for hedging activities under SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities." This statement is effective for contracts entered into or modified and for hedging relationships designated after June 30, 2003. The adoption of this statement did not have an impact on the Company's operating results or financial position.

In August 2001, the FASB issued Statement of Accounting Standards No. 143 ("SFAS 143"), "Accounting for Asset Retirement Obligations." SFAS 143 addresses financial accounting and reporting for obligations associated with the retirement of tangible long-lived assets and the associated asset retirement costs. The Company adopted SFAS 143 as of August 29, 2002. The adoption of SFAS 143 had no effect on the Company's financial position or results of operations.

INFLATION

The Company's policy is to maintain stable menu prices without regard to seasonal variations in food costs. General increases in costs of food, wages, supplies, and services make it necessary for the Company to increase its menu prices from time to time. To the extent prevailing market conditions allow, the Company intends to adjust menu prices to maintain profit margins.

FORWARD-LOOKING STATEMENTS

The Company wishes to caution readers that various factors could cause its actual financial and operational results to differ materially from those indicated by forward-looking statements made from time to time in news releases, reports, proxy statements, registration statements, and other written communications (including the preceding sections of this Management's Discussion and Analysis), as well as oral statements made from time to time by representatives of the Company. Except for historical information, matters discussed in such oral and written communications are forward-looking statements that involve risks and uncertainties, including but not limited to general business conditions, the impact of competition, the success of operating initiatives, changes in the cost and supply of food and labor, the seasonality of the Company's business, taxes, inflation, governmental regulations, and the availability of credit, as well as other risks and uncertainties disclosed in periodic reports on Form 10-K and Form 10-Q.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

The Company is exposed to market risk from changes in interest rates affecting its variable-rate debt. As of August 27, 2003, $91.6 million was outstanding under its credit facility at prime plus 4.0%. Additionally, the Company has $10 million in notes which bore interest at LIBOR plus 2% through the third quarter of fiscal 2003. The total amount of debt subject to interest rate fluctuations was $101.6 million. Assuming a consistent level of debt, a 1% change in interest rates effective from the beginning of the year would result in an increase or decrease in annual interest expense of $1.0 million. Although the Company is not currently using interest rate swaps, it has previously used and may in the future use these instruments to manage cash flow risk on a portion of its variable-rate debt.

Relative to subordinated debt, the interest rate was increased early in the fourth quarter of 2003 by the note holders to a default rate of 10%. The rise in the rate resulted in an increase in interest costs of $187,000 for the fourth quarter of fiscal 2003.

Item 8. Financial Statements and Supplementary Data

LUBY'S, INC.
FINANCIAL STATEMENTS

Years Ended August 27, 2003, August 28, 2002, and August 31, 2001
with Report of Independent Auditors

Report of Independent Auditors

The Board of Directors and Shareholders of Luby's, Inc. and Subsidiaries

We have audited the accompanying consolidated balance sheets of Luby's, Inc. and Subsidiaries at August 27, 2003, and August 28, 2002, and the related consolidated statements of operations, shareholders' equity, and cash flows for each of the three years in the period ended August 27, 2003. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Luby's, Inc. and Subsidiaries at August 27, 2003, and August 28, 2002, and the results of their operations and their cash flows for each of the three years in the period ended August 27, 2003, in conformity with accounting principles generally accepted in the United States.

As discussed in Note 1 to the consolidated financial statements, in 2003 the Company was required to change its method of accounting for discontinued operations.

The accompanying consolidated financial statements have been prepared assuming that Luby's, Inc. and Subsidiaries will continue as a going concern. As more fully described in Note 6, there are no assurances that the Company will be able to obtain financing necessary to satisfy payments required by the Company's amended bank facility. This condition raises substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to this matter are also described in Note 6. The consolidated financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the outcome of this uncertainty.

/s/ERNST & YOUNG LLP
San Antonio, Texas
November 14, 2003

Luby's, Inc.
Consolidated Balance Sheets

	August 27, 2003	August 28, 2002
	(In thousands)	
ASSETS		
Current Assets:		
Cash	**$ 871**	$ 1,584
Short-term investments (see Note 2)	**20,498**	24,122
Trade accounts and other receivables	**283**	185
Food and supply inventories	**1,798**	2,197
Prepaid expenses	**3,485**	1,667
Income tax receivable	**-**	7,245
Deferred income taxes (see Note 3)	**1,777**	2,726
Total current assets	**28,712**	39,726
Property held for sale	**32,946**	8,144
Investments and other assets	**547**	4,642
Property, plant, and equipment - at cost, net (see Note 4)	**217,676**	289,967
Total assets	**$ 279,881**	$ 342,479
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	**$ 12,488**	$ 19,077
Accrued expenses and other liabilities (see Note 5)	**20,978**	21,735
Convertible subordinated notes, net - related party (see Note 6)	**6,973**	-
Credit-facility debt (see Note 6)	**91,559**	118,448
Total current liabilities	**131,998**	159,260
Convertible subordinated notes, net - related party (see Note 6)	**-**	5,883
Accrued claims and insurance	**3,729**	5,142
Deferred income taxes and other credits (see Note 3)	**10,579**	5,460
Reserve for restaurant closings (see Note 7)	**1,663**	3,114
Commitments and contingencies (see Note 8)		
Total liabilities	**147,969**	178,859
SHAREHOLDERS' EQUITY		
Common stock, $.32 par value; authorized 100,000,000 shares, issued 27,403,067 shares in 2003 and 2002	**8,769**	8,769
Paid-in capital	**36,916**	37,335
Deferred compensation	**(679)**	(1,989)
Retained earnings	**191,968**	225,062
Less cost of treasury stock, 4,946,771 and 4,970,024 shares in 2003 and 2002, respectively	**(105,062)**	(105,557)
Total shareholders' equity	**131,912**	163,620
Total liabilities and shareholders' equity	**$ 279,881**	$ 342,479

See accompanying notes.

Luby's, Inc.
Consolidated Statements of Operations

	Year Ended		
	August 27, 2003	August 28, 2002	August 31, 2001
	(In thousands except per share data)		
SALES	**$ 318,521**	$ 334,473	$ 385,416
COSTS AND EXPENSES:			
Cost of food	**87,048**	85,275	95,835
Payroll and related costs	**92,416**	106,969	134,886
Occupancy and other operating expenses	**97,708**	101,178	113,901
Depreciation and amortization	**18,104**	18,122	18,652
General and administrative expenses	**23,326**	21,216	25,283
Provision for asset impairments and restaurant closings (see Note 7)	**2,060**	271	30,402
	320,662	333,031	418,959
INCOME (LOSS) FROM OPERATIONS	**(2,141)**	1,442	(33,543)
Interest expense	**(7,610)**	(7,676)	(8,135)
Other income, net	**7,217**	2,374	2,167
Income (loss) before income taxes	**(2,534)**	(3,860)	(39,511)
Provision (benefit) for income taxes (see Note 3):			
Current	**-**	(1,719)	(5,071)
Deferred	**-**	687	(8,583)
	-	(1,032)	(13,654)
Income (loss) from continuing operations	**(2,534)**	(2,828)	(25,857)
Discontinued operations, net of taxes (see Note 7)	**(30,560)**	(6,825)	(6,024)
NET INCOME (LOSS)	**$ (33,094)**	$ (9,653)	$ (31,881)
Income (loss) per share - before discontinued operations basic and assuming dilution (see Note 15)	**(0.11)**	(0.13)	(1.15)
Income (loss) per share - from discontinued operations basic and assuming dilution (see Note 15)	**(1.36)**	(0.30)	(0.27)
Net income (loss) per share - basic and assuming dilution (see Note 15)	**$ (1.47)**	$ (0.43)	$ (1.42)

See accompanying notes.

Luby's, Inc.

Consolidated Statements of Shareholders' Equity

(In thousands)

	Common Stock							Accumulated Other	Total
	Issued		Treasury		Paid-In	Deferred	Retained	Comprehensive	Shareholders'
	Shares	Amount	Shares	Amount	Capital	Compensation	Earnings	Income (Loss)	Equity
Balance at August 31, 2000	27,403	$ 8,769	(4,983)	$ (105,826)	$ 27,202	$ -	$ 266,596	$ -	$ 196,741
Net income (loss) for the year	-	-	-	-	-	-	(31,881)	-	(31,881)
Other comprehensive income (loss), net of taxes:									
Cumulative effect of a change in accounting for derivative financial instruments upon adoption of SFAS 133, net of taxes of $61	-	-	-	-	-	-	-	114	114
Net derivative loss, net of taxes of $514	-	-	-	-	-	-	-	(958)	(958)
Reclassification adjustment for loss included in net income (loss), net of taxes of $71	-	-	-	-	-	-	-	133	133
Reclassification adjustment for loss recognized on termination of interest rate swaps, net of taxes of $64	-	-	-	-	-	-	-	119	119
Common stock issued under nonemployee director benefit plans	-	-	3	55	58	-	-	-	113
Deferred Compensation/Options	-	-	-	-	5,241	(5,241)	-	-	-
Noncash stock compensation expense	-	-	-	-	-	1,942	-	-	1,942
Intrinsic value of beneficial conversion feature on convertible subordinated notes	-	-	-	-	4,680	-	-	-	4,680
Balance at August 31, 2001	27,403	$ 8,769	(4,980)	$ (105,771)	$ 37,181	$ (3,299)	$ 234,715	$ (592)	$ 171,003
Net income (loss) for the year	-	-	-	-	-	-	(9,653)	-	(9,653)
Reclassification adjustment for loss recognized on termination of interest rate swaps, net of taxes of $318	-	-	-	-	-	-	-	592	592
Noncash stock compensation expense	-	-	-	-	-	1,310	-	-	1,310
Common stock issued under nonemployee director benefit plans	-	-	10	214	154	-	-	-	368
Balance at August 28, 2002	27,403	$ 8,769	(4,970)	$ (105,557)	$ 37,335	$ (1,989)	$ 225,062	$ -	$ 163,620
Net income (loss) for the year	-	-	-	-	-	-	(33,094)	-	(33,094)
Noncash stock compensation expense	-	-	-	-	-	1,310	-	-	1,310
Common stock issued under nonemployee director benefit plans	-	-	23	495	(419)	-	-	-	76
Balance at August 27, 2003	27,403	$ 8,769	(4,947)	$ (105,062)	$ 36,916	$ (679)	$ 191,968	$ -	$ 131,912

See accompanying notes.

Luby's, Inc.
Consolidated Statements of Cash Flows

	Year Ended		
	August 27, 2003	August 28, 2002	August 31, 2001
		(In thousands)	
Cash flows from operating activities:			
Net income (loss)	**$ (33,094)**	$ (9,653)	$ (31,881)
Adjustments to reconcile net income (loss) to net cash (used in) provided by operating activities:			
Provision for (reversal of) asset impairments - discontinued operations	**17,053**	43	-
Provision for (reversal of) asset impairments and restaurant closings	**2,060**	271	30,402
Depreciation and amortization - continuing operations	**18,104**	18,122	18,652
Depreciation and amortization - discontinued operations	**1,979**	3,520	4,413
Amortization of deferred loss on interest rate swaps	**-**	910	183
Amortization of discount on convertible subordinated notes	**1,090**	482	81
(Gain) loss on disposal of property held for sale	**(3,222)**	(1,330)	(1,741)
(Gain) loss on disposal of property, plant, and equipment	**(3,364)**	270	547
Noncash nonemployee directors' fees	**76**	313	112
Noncash executive compensation expense	**1,310**	1,310	1,942
Cash (used in) provided by operating activities before changes in operating assets and liabilities	**1,992**	14,258	22,710
Changes in operating assets and liabilities:			
(Increase) decrease in trade accounts and other receivables	**(98)**	173	45
(Increase) decrease in food and supply inventories	**399**	504	1,152
(Increase) decrease in income tax receivable	**7,245**	(637)	(2,859)
(Increase) decrease in prepaid expenses	**(1,818)**	1,098	1,716
(Increase) decrease in other assets	**(201)**	251	(117)
Increase (decrease) in accounts payable	**(6,589)**	5,381	(6,147)
Increase (decrease) in accrued claims and insurance, accrued expenses, and other liabilities	**(2,170)**	(7,708)	10,545
Increase (decrease) in deferred income taxes and other credits	**6,068**	2,939	(8,824)
Increase (decrease) in reserve for restaurant closings	**(210)**	(1,651)	(1,301)
Net cash (used in) provided by operating activities	**4,618**	14,608	16,920
Cash flows from investing activities:			
(Increase) decrease in short-term investments	**3,624**	(4,138)	(19,984)
Proceeds from disposal of property held for sale	**19,178**	3,609	7,825
Proceeds from disposal of property, plant, and equipment	**7,813**	-	-
Purchases of property, plant, and equipment	**(9,057)**	(13,097)	(17,630)
Net cash (used in) provided by investing activities	**21,558**	(13,626)	(29,789)
Cash flows from financing activities:			
Proceeds from convertible subordinated notes	**-**	-	10,000
Issuance (repayment) of debt, net	**(26,889)**	(3,552)	6,000
Cash paid upon termination of interest rate swaps	**-**	-	(1,092)
Proceeds from (payments on) borrowing against cash surrender value of officers' life insurance	**-**	-	3,623
Proceeds received on the exercise of employee stock options	**-**	55	-
Dividends paid	**-**	-	(2,242)
Net cash (used in) provided by financing activities	**(26,889)**	(3,497)	16,289
Net increase (decrease) in cash	**(713)**	(2,515)	3,420
Cash at beginning of year	**1,584**	4,099	679
Cash at end of year	**$ 871**	$ 1,584	$ 4,099

See accompanying notes.

Note 1. Nature of Operations and Significant Accounting Policies

Nature of Operations
Luby's, Inc. and Subsidiaries (the Company), is based in San Antonio, Texas. As of August 27, 2003, the Company owned and operated 148 restaurants, with 133 in Texas and the remainder in six other states. The Company's restaurants are located convenient to shopping and business developments as well as to residential areas. Accordingly, the restaurants appeal primarily to shoppers, travelers, store and office personnel at lunch, and to families at dinner.

Principles of Consolidation
The accompanying consolidated financial statements include the accounts of Luby's, Inc. and its wholly owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

Inventories
The food and supply inventories are stated at the lower of cost (first-in, first-out) or market.

Property Held for Sale
Property held for sale is stated at the lower of cost or estimated net realizable value.

Depreciation and Amortization
The Company depreciates the cost of plant and equipment over their estimated useful lives using the straight-line method. Leasehold improvements are amortized over the related lease lives, which are in some cases shorter than the estimated useful lives of the improvements.

Long-Lived Assets
Impairment losses are recorded on long-lived assets used in operations when indicators of impairment are present and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amount. The Company evaluates impairments on a restaurant-by-restaurant basis and uses three or more years of negative cash flows and other market conditions as indicators of impairment.

Fiscal Year
In fiscal year 2002, the Company changed its reporting-period measurement to 13 four-week periods from 12 calendar months. The first period of fiscal year 2002 began September 1, 2001, and covered 26 days, and all subsequent periods covered 28 days. Fiscal year 2002 ended on August 28, 2002, and contained 362 days, compared to 364 days in fiscal 2003.

Advertising Expenses
Advertising costs are expensed as incurred. Total advertising expense was $1.1 million, $889,000, and $7.5 million in fiscal 2003, 2002, and 2001, respectively, of which $80,000, $0, and $1.5 million in fiscal 2003, 2002, and 2001, respectively, related to stores included in discontinued operations and was reclassified accordingly.

Income Taxes
Deferred income taxes are computed using the liability method. Under this method, deferred tax assets and liabilities are determined based on differences between financial reporting and tax bases of assets and liabilities (temporary differences) and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse.

Financial Instruments
The estimated fair value of financial instruments held by the Company approximates the carrying value.

Stock-Based Compensation

The Company accounts for its employee stock compensation plans using the intrinsic value method of accounting set forth in Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," and the related interpretations. Accordingly, compensation cost for stock options is measured as the excess, if any, of the quoted market price of the Company's stock at the date of grant over the amount an employee must pay to acquire the stock.

The following table illustrates the effect on net income and earnings per share if the Company had converted to the fair-value method of expensing stock options, as alternatively allowed under FAS 123:

	August 27, 2003	August 28, 2002	August 31, 2001
		(In thousands)	
Net (loss), as reported	**$ (33,094)**	$ (9,653)	$ (31,881)
Add: Stock-based employee compensation expense included in reported net (loss), net of related tax effects[a]	**1,310**	852	1,262
Deduct: Total stock-based employee compensation expense determined under fair-value-based method for all awards, net of related tax effects[a]	**(1,325)**	(1,645)	(945)
Pro forma net (loss)	**$ (33,109)**	$ (10,446)	$ (31,564)
Earnings per share:			
Basic and assuming dilution - as reported[b]	**$ (1.47)**	$ (0.43)	$ (1.42)
Basic and assuming dilution - pro forma[b]	**$ (1.47)**	$ (0.47)	$ (1.41)

[a] Income taxes have been offset by a valuation allowance in 2003. See Note 3 of the Notes to Consolidated Financial Statements.

[b] As the Company had net losses for the years ended August 27, 2003, August 28, 2002, and August 31, 2001, earnings per share assuming dilution equals basic earnings per share since potentially dilutive securities are antidilutive in loss periods.

Comprehensive Income

Comprehensive income (loss) includes adjustments for certain revenues, expenses, gains, and losses that are excluded from net income in accordance with accounting principles generally accepted in the United States, such as adjustments to the interest rate swaps.

Earnings Per Share

The Company presents basic income (loss) per common share and diluted loss per common share in accordance with SFAS 128, "Earnings Per Share." Basic income (loss) per share is computed by dividing net income (loss) by the weighted-average number of shares outstanding during each period presented. In fiscal years 2003, 2002, and 2001, basic and diluted loss per share were the same due to the antidilutive effect of options in loss periods.

Derivative Financial Instruments

The Company adopted SFAS 133, "Accounting for Derivative Instruments and Hedging Activities," and its amendments, Statements No. 137 and 138, on September 1, 2000. SFAS 133 requires that all derivative instruments be recorded on the balance sheet at fair value.

Use of Estimates

In preparing financial statements in conformity with accounting principles generally accepted in the United States, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and revenues and expenses during the reporting period. Actual results could differ from these estimates.

New Accounting Pronouncements

In August 2001, the FASB issued Statement of Financial Accounting Standards No. 144 ("SFAS 144") "Accounting for the Impairment or Disposal of Long-Lived Assets." The Company was required to adopt SFAS 144 as of August 29, 2002. The adoption of SFAS 144 extended the reporting of discontinued operations to all components of an entity from a segment of an entity. In the current year, all qualifying disposal plans were reported as discontinued operations, and operations related to those disposals in prior years were reclassified as required. The results of disposal plans prior to the adoption were included in continuing operations for all periods presented.

In July 2002, the FASB issued Statement of Financial Accounting Standards No. 146 ("SFAS 146"), "Accounting for Costs Associated with Exit or Disposal Activities," which nullifies EITF Issue No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (including Certain Costs Incurred in a Restructuring)." SFAS 146 requires that costs associated with an exit or disposal activity be recognized only when the liability is incurred (that is, when it meets the definition of a liability in the FASB's conceptual framework). SFAS 146 also establishes fair value as the objective for initial measurement of liabilities related to exit or disposal activities. SFAS 146 is effective for exit or disposal activities that are initiated after December 31, 2002. The Company adopted SFAS in the first quarter of fiscal 2003.

In November 2002, the FASB issued Interpretation No. 45 (FIN 45), "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others." For certain guarantees issued after December 31, 2002, FIN 45 requires a guarantor to recognize, upon issuance of a guarantee, a liability for the fair value of the obligations it assumes under the guarantee. Guarantees issued prior to January 1, 2003, are not subject to liability recognition, but are subject to expanded disclosure requirements. The Company does not believe that the adoption of this Interpretation has had a material effect on its consolidated financial position or statement of operations.

In January 2003, FASB issued Interpretation No. 46 (FIN 46), an interpretation of Accounting Research Bulletin No. 51, which requires the Company to consolidate variable interest entities for which it is deemed to be the primary beneficiary and disclose information about variable interest entities in which it has a significant variable interest. FIN 46 became effective immediately for variable interest entities formed after January 31, 2003, and effective for periods ending after December 15, 2003, for any variable interest entities formed prior to February 1, 2003. The Company does not believe that this Interpretation will have a material impact on its consolidated financial statements.

In April 2002, the FASB issued Statement of Financial Accounting Standards No. 145 ("SFAS 145"), "Rescission of FASB Statements No. 4, 44 and 64, Amendment of FASB Statement No. 13, and Technical Corrections," which requires that the extinguishment of debt not be considered an extraordinary item under APB Opinion No. 30 ("APB 30"), "Reporting the Results of Operations-Reporting the Effects of Disposal of a Segment of Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions," unless the debt extinguishment meets the "unusual in nature and infrequent of occurrence" criteria in APB 30. SFAS 145 is effective for fiscal years beginning after May 15, 2002, and, upon adoption, companies must reclassify prior period items that do not meet the extraordinary item classification criteria in APB 30. The Company adopted SFAS 145 and related rules as of August 29, 2002. The adoption of SFAS 145 had no effect on the Company's financial position or results of operations.

In May 2003, the FASB issued Statement of Financial Accounting Standards No. 150 ("SFAS 150"), "Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity." This Statement establishes standards for how an issuer classifies and measures certain financial instruments with characteristics of both liabilities and equity. It requires that an issuer classify a financial instrument that is within its scope as a liability (or an asset in some circumstances). The provisions of this Statement are effective for financial instruments entered into or modified after May 31, 2003, and otherwise are effective at the beginning of the first interim period beginning after June 15, 2003. The adoption of this Statement did not have an impact on the Company's financial results of operations and financial position.

In April 2003, the FASB issued SFAS No. 149, "Amendment of Statement 133 on Derivative Instruments and Hedging Activities," which amends and clarifies financial accounting and reporting derivative instruments, including certain derivative instruments embedded in other contracts and for hedging activities under SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities." This Statement is effective for contracts entered into or modified and for hedging relationships designated after June 30, 2003. The adoption of this Statement did not have an impact on the Company's operating results or financial position.

In August 2001, the FASB issued Statement of Accounting Standards No. 143 ("SFAS 143"), "Accounting for Asset Retirement Obligations." SFAS 143 addresses financial accounting and reporting for obligations associated with the retirement of tangible long-lived assets and the associated asset retirement costs. The Company adopted SFAS 143 as of August 29, 2002. The adoption of SFAS 143 had no effect on the Company's financial position or results of operations.

Reclassifications

Certain prior year amounts have been reclassified to conform to the current year presentation. Further, the Company's new business plan, as approved in fiscal 2003, called for the closure of approximately 50 locations. In accordance with SFAS 144, the entire fiscal activity of the applicable closures completed through the end of the 2003 fiscal year were recorded to discontinued operations. For comparison purposes, the net activity for the same locations closed in fiscal 2003 have also been reclassified to discontinued operations in prior fiscal years.

Note 2. Short-Term Investments

The Company maintained a balance of $20.5 million and $24.1 million in short-term investments as of August 27, 2003, and August 28, 2002, respectively. Cash resources were invested in money-market funds and time deposits. As of August 27, 2003, approximately $2.3 million of the Company's short-term investments was also pledged as collateral for four separate letters of credit. There have been no draws upon these letters of credit.

Note 3. Income Taxes

The following is a summarization of deferred income tax assets and liabilities as of the current and prior fiscal year-end:

	August 27, 2003	August 28, 2002
	(In thousands)	
Net deferred long-term income tax liability and other credits	**$ (10,579)**	$ (5,460)
Other credits	**1,523**	1,653
Net deferred long-term income tax liability	**(9,056)**	(3,807)
Net deferred short-term income tax asset	**1,777**	2,726
Net deferred income tax liability	**$ (7,279)**	$ (1,081)

The tax effect of temporary differences results in the following deferred income tax assets and liabilities as of the current and prior fiscal year-end:

	August 27, 2003	August 28, 2002
	(In thousands)	
Deferred income tax assets:		
Workers' compensation, employee injury, and general liability claims	**$ 2,429**	$ 3,501
Deferred compensation	**2,283**	1,806
Asset impairments and restaurant closure reserves	**20,224**	19,243
Net operating losses	**11,086**	-
Subtotal	**36,022**	24,550
Valuation allowance	**(11,113)**	-
Total deferred income tax assets	**24,909**	24,550
Deferred income tax liabilities:		
Depreciation and amortization	**29,390**	23,650
Other	**2,798**	1,981
Total deferred income tax liabilities	**32,188**	25,631
Net deferred income tax liability	**$ (7,279)**	$ (1,081)

The reconciliation of the benefit for income taxes to the expected income tax benefit from continuing operations computed using the statutory tax rate was as follows:

	2003		2002		2001	
	Amount	**%**	Amount	%	Amount	%
	(In thousands and as a percent of pretax income)					
Normally expected income tax benefit	**$ (887)**	**(35.0)%**	$ (1,351)	(35.0)%	$ (13,829)	(35.0)%
State income taxes	**-**	**-**	-	-	125	0.3
Jobs tax credits	**(218)**	**(8.6)**	(218)	(5.6)	(381)	(1.0)
Other differences	**254**	**10.0**	537	13.9	431	1.1
Valuation allowance	**851**	**33.6**	-	-	-	-
	$ -	**-%**	$ (1,032)	(26.7)%	$ (13,654)	(34.6)%

The income tax benefit in fiscal 2003 from continuing operations and discontinued operations is entirely offset by the valuation allowance. Approximately $3.7 million and $3.2 million in income tax benefit is included in discontinued operations for the 2002 and 2001 fiscal years, respectively.

Due to the Company's loss position, no federal income taxes have been paid in fiscal 2003, 2002, or 2001. The Company generated a tax operating loss carryforward of approximately $31.7 million for the fiscal year ended August 27, 2003, which would expire in 2023 if not utilized. The tax benefit for book purposes of $11.1 million was netted against a valuation allowance because loss carrybacks were exhausted with the fiscal 2002 tax filing, making the realization of loss carryforward utilization uncertain.

Historically, the Company has been periodically reviewed by the Internal Revenue Service. The Company is currently under review for the 2002, 2001, and 2000 fiscal years. Management believes that adequate provisions for income taxes have been reflected in the financial statements and is not aware of any significant exposure items.

Note 4. Property, Plant, and Equipment

The cost and accumulated depreciation of property, plant, and equipment at August 27, 2003, and August 28, 2002, together with the related estimated useful lives used in computing depreciation and amortization, were as follows:

	August 27, 2003	August 28, 2002	Estimated Useful Lives
	(In thousands)		
Land	**$ 55,259**	$ 73,664	—
Restaurant equipment and furnishings	**108,183**	138,846	3 to 15 years
Buildings	**191,521**	236,806	20 to 40 years
Leasehold and leasehold improvements	**21,989**	33,107	Term of leases
Office furniture and equipment	**11,710**	12,330	5 to 10 years
Transportation equipment	**574**	811	5 years
	389,236	495,564	
Less accumulated depreciation and amortization	**(171,560)**	(205,597)	
	$ 217,676	$ 289,967	

Note 5. Current Accrued Expenses and Other Liabilities

Current accrued expenses and other liabilities as of the current and prior fiscal year-end consisted of:

	August 27, 2003	August 28, 2002
	(In thousands)	
Salaries, compensated absences, incentives, and bonuses	**$ 5,476**	$ 4,986
Taxes, other than income	**6,951**	6,833
Accrued claims and insurance	**5,584**	7,888
Rent, legal, and other	**2,967**	2,028
	$ 20,978	$ 21,735

Note 6. Debt

Debt/New Business Plan

During the mid-1990's, the Company entered into a revolving line of credit with a bank group. It was primarily used for financing long-term objectives, including capital acquisitions and a stock repurchase program. Capacity under that credit facility was fully exhausted in fiscal 2001, at which time the Company was unable to draw further advances under the agreement. Since then, existing management has financed its capital acquisitions and working capital needs through careful cash management and the provision of an additional $10 million in financing in fiscal 2001 from the Company's CEO and the COO.

Current management recognized the need to arrange financing that would better match long-term assets with the existing debt. Accordingly, early in the second quarter of fiscal 2003, the Company executed a commitment letter with a third-party lender for an $80 million loan to replace that amount of debt in the existing credit facility. Simultaneously, when the current bank group provided a waiver and amendment, it also added a stipulation that required the new $80 million financing be completed and funded by January 31, 2003. However, the Company was unable to finalize the new financing arrangement because of changes in the proposed agreement terms that the Company believed were not in its best interest. This led to a default under the credit facility that the Company is currently focused on rectifying. Even though the lack of replacement financing caused a default, the Company was in compliance with its financial performance covenants at the end of the quarter and no default in interest payments has occurred as of the date this SEC report was filed. Also as of that date, the existing bank group has taken no formal action other than to notify the Company that it reserves all of its rights and remedies.

Management has actively communicated with the credit-facility bank group, while working on its new business plan that is focused on returning the Company to profitability. The Company also engaged the financial advisory firms of Morgan Joseph & Co. and ING Capital LLC ("Morgan-ING") to review the new plan.

After thorough review of several strategic alternatives - including the new business plan - and after consultation with the Morgan-ING advisors, the Company's Board of Directors approved the plan on March 29, 2003. Subsequent to Board approval, management initiated immediate implementation of the plan, which calls for closure of approximately 50 of the Company's operating stores. In cases where those properties are owned by the Company, the proceeds from the sale of the properties are being used to pay down bank debt under the existing agreement. The first 43 of those 50 restaurants were closed by the end of fiscal 2003. Most of the remaining locations are leased units that will close as soon as commercially feasible after negotiations with landlords or at the end of lease terms that expire in the near future.

With the assistance of Morgan-ING, the Company continues to have constructive discussions with its credit-facility lenders. In the meantime, the Company is focused on day-to-day operations and the implementation of its new strategic plan. Initially, cash resources have been reduced pursuant to the new plan, especially relative to lease settlements and termination costs. The Company used part of its fiscal 2002 federal income tax refund of $13.4 million to support cash needs during the initial stages of the plan.

Over a time span starting in the third quarter of fiscal 2003 through the fourth quarter of fiscal 2004, the Company expects to report net losses from discontinued operations, including charges for impairment and store closures due to its decision to close the locations specified in the new business plan. To date through the 2003 fiscal year-end, $30.6 million has been incurred. In fiscal year 2004, the Company expects more carrying and settlement costs; however, it also expects that these amounts will ultimately be offset by certain property gains through the next fiscal year. As explained in Note 1 above, the Company adjusts its property held for sale to the lower of cost or net realizable value. Relative to that process, while the Company had net book values that had to be written down, it also had net book values that could not be written up before the actual sale. The anticipated gains relate to those assets that could not be written up.

Through the end of fiscal 2003, the Company recorded noncash impairment charges of approximately $19.2 million, which were included in discontinued operations. The assets of these individual operating units have been written down to their net realizable values and are being actively marketed for sale. The impairment charges were reduced by $2.1 million in gains on the sale of certain properties held for sale as part of the new business plan. The Company also recorded the related fiscal year-to-date net operating results, employee terminations, lease settlements, and basic carrying costs of the closed units in discontinued operations.

The Company also incurred approximately $2.3 million in impairment costs that were charged to continuing operations. The impairments in this category were slightly offset by $223,000 in gains on the sale of other properties held for sale. The net amount primarily reflects impairments on properties designated for closure under the new business plan but not yet closed. Most properties designated for closure prior to the new business plan were primarily lease locations. The impairments were computed with the aid of discounted cash flow models that are consistent with those used in prior years.

The reserve for store closures balance as of August 27, 2003, related to the 2001 asset disposal plan.

Credit-Facility Debt

At August 28, 2002, the Company had a credit-facility balance of $118.4 million with the bank group (a syndicate of four banks). In accordance with provisions of that credit facility, the Company paid the outstanding balance down by $26.9 million during fiscal 2003 primarily from proceeds received from the sale of real and personal property. As a result, the balance was lowered to $91.6 million at the end of fiscal 2003. The interest rate was prime plus 4.0% and prime plus 1.5% at August 27, 2003, and August 28, 2002, respectively. The Company is current on all interest payments due under the credit facility.

As of August 27, 2003, $219.1 million of the Company's total book value, or 78.3% of its total assets, including the Company's owned real estate, improvements, equipment, and fixtures, was pledged as collateral under the credit facility. Although the current lenders have reserved all of their rights and remedies as a result of the January 31, 2003, default - including the right to demand immediate repayment of the entire outstanding balance or the right to pursue foreclosure on the assets pledged as collateral - they have not announced any intention to take such action.

The accompanying consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the ordinary course of business. There can be no assurances that the Company's credit defaults will be resolved in the near future. However, it is focused on constructive discussion with all of its lenders to do so.

Subordinated Debt

On March 9, 2001, the Company's CEO and COO, Christopher J. Pappas and Harris J. Pappas, respectively, committed to lending the Company a total of $10 million in exchange for convertible subordinated notes that were funded in the fourth quarter of fiscal 2001. The notes, as formally executed, bore interest at LIBOR plus 2%, payable quarterly.

The subordinated notes include a cross-default provision that is tied to the Company's credit facility. The Company was notified of the declared default by the note holders just after the end of the third quarter of fiscal 2003. Also pursuant to the terms of the note, it was determined that the quarterly interest payment made effective March 1, 2003, could not be retained by the note holders, who in turn forwarded the payment of approximately $84,000 to the bank group. That amount was applied to the principal of the credit facility after the end of the third quarter. Furthermore, no principal or interest payments may be made to the subordinated note holders while the credit-facility debt is in default. This restriction in turn caused a second default. The note holders waived all defaults through May 19, 2003, yet they have reserved all of their rights and remedies associated with the debt. Effective May 20, 2003, the notes bear interest at 10% per year. Even if the Company's performance covenants are cured under the senior credit facility, continuation of the default with respect to the subordinated notes will continue to result in a default on the senior indebtedness under existing cross-default provisions.

Notwithstanding any accrued interest that may also be converted to stock, the notes are convertible into the Company's common stock at $5.00 per share for 2.0 million shares at the option of the holders at any time after January 2, 2003, and prior to the stated redemption date. The per share market price of the Company's stock on the commitment date (as determined by the closing price on the New York Stock Exchange on the date of issue) was $7.34. The difference between the market price and strike price of $5.00, or $2.34 per share, multiplied by the 2.0 million convertible shares equaled approximately $4.7 million. Under the Company's adopted intrinsic value method, applicable accounting principles require that this amount, which represents the beneficial conversion feature, be recorded as both a component of paid-in capital and a discount from the $10 million.

Initially, the conversion feature was amortized over the ten-year term of the notes. The subordinated note defaults triggered an acceleration of the discount amortization over the remaining term of the senior debt, which is currently set to mature in October 2004. That shorter amortization time frame was determined to be appropriate as the notes are subordinate to the credit facility and, accordingly, no payoff of those notes could occur before the debt of the senior creditors is addressed.

The carrying value of the notes at August 27, 2003, net of the unamortized discount, was approximately $7.0 million. The comparative carrying value of the notes at August 28, 2002, was approximately $5.9 million.

Interest Expense

Total interest expense incurred for 2003, 2002, and 2001 was $10.3 million, $10.3 million, and $12.0 million, respectively. Excluding the deferred interest payments and the debt discount amortization on the Company's subordinated notes described above, interest paid approximated $8.8 million, $9.8 million, and $11.9 million in fiscal 2003, 2002, and 2001, respectively.

Interest expense of approximately $2.7 million, $2.6 million, and $3.5 million, in fiscal years 2003, 2002, and 2001, respectively, has been allocated to discontinued operations based upon the debt that is required to be repaid as a result of the disposal transactions.

The amount of interest cost capitalized on qualifying properties in 2001 was $336,000. No amounts were capitalized on qualifying properties in 2003 or 2002.

Note 7. Impairment of Long-Lived Assets and Store Closings

In accordance with Company guidelines, management periodically reviews the financial performance of each store for indicators of impairment or indicators that closure would be appropriate. Where indicators are present, such as three full fiscal years of negative cash flows or other unfavorable market conditions, the carrying values of assets are written down to the estimated future discounted cash flows or fully written off in the case of negative cash flows anticipated in the future. Estimated future cash flows are based upon regression analyses generated from similar Company restaurants, discounted at the Company's weighted-average cost of capital.

In fiscal 2003, 2002, and 2001, the Company recorded charges to continuing operations of $2.1 million, $271,000, and $30.4 million, respectively, for asset impairment and store-closure costs. Relative to fiscal 2003, the Company incurred impairment charges of approximately $2.3 million, offset by the gains on the sale of other properties of approximately $223,000. These charges related primarily to leased properties designated for closure under the new business plan that did not meet the property held for sale criteria under SFAS 144, as the units are currently in operation and will remain open during initial lease negotiations.

No restaurants were impaired during fiscal 2002. The Company closed one restaurant not previously designated for closure. The net provision for asset impairment and restaurant closings included the labor termination costs and the loss associated with closing the restaurant, which were both offset by the charge reversals for two lease settlements that were slightly more favorable than originally anticipated.

Fiscal 2003 Restaurant Impairments and Closings

In August 2001, the FASB issued SFAS 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," which addresses financial accounting and reporting for the impairment or disposal of long-lived assets and supersedes SFAS 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of," and the accounting and reporting provisions of APB Opinion No. 30, "Reporting the Results of Operations for a Disposal of a Segment of a Business." SFAS 144 establishes a single accounting model for long-lived assets to be disposed of by sales and broadens the presentation of discontinued operations to include more disposal transactions. The Company adopted SFAS 144 in the first quarter of fiscal 2003, as required.

In the third quarter of fiscal 2003, the Company finalized and began implementing a business plan, which calls for the closure of approximately 50 of the Company's operating stores. In cases where those properties are owned by the Company, the proceeds from the sale of the properties are being used to pay down bank debt under the existing agreement. In cases where the properties are leased, the Company has settled leases, is pursuing lease settlement negotiations, or will allow lease terms to expire in the near future. Most lease settlement negotiations are expected to be completed by the end of the 2004 fiscal year.

Of the approximately 50 stores identified in the new business plan, 43 have been closed as of August 27, 2003. In accordance with the plan, the entire fiscal activity of the applicable stores closed through the end of the 2003 fiscal year were reclassified to discontinued operations. For comparison purposes, in prior fiscal years the entire activity for the same locations closed in fiscal 2003 has also been reclassified to discontinued operations.

The operating results of 43 closed stores for all periods presented have been reclassified and reported as discontinued operations. Total charges to discontinued operations were $30.6 million, $6.8 million, and $6.0 million in fiscal 2003, 2002, and 2001, respectively. Included in discontinued operations, primarily charged within the third quarter of fiscal 2003, were noncash impairment charges of approximately $19.2 million, offset by gains on the sale of properties of $2.1 million, for a net impairment charge of $17.1 million.

After the original designation of stores, two were removed from the list and replaced by two other locations. Specifically, one in Bossier City, Louisiana, and one in Houston, Texas, were neutrally exchanged for one location in San Antonio, Texas, and one in Lufkin, Texas.

The following are the sales and pretax losses reported in discontinued operations for the 43 closed stores:

	Quarter Ended		Year Ended	
	August 27, 2003	August 28, 2002	**August 27, 2003**	August 28, 2002
	(84 days)	*(84 days)*	*(364 days)*	*(362 days)*
		(In thousands)		
Sales	**$ 2,496**	$18,887	**$ 40,950**	$64,592
Pretax losses - including noncash impairments	**(3,249)**	(3,302)	**(30,560)**	(10,500)

The impairment charges included above relate to properties closed and designated for immediate disposal. The assets of these individual operating units have been written down to their net realizable values. In turn, the related properties have either been sold or are being actively marketed for sale. All dispositions are expected to be completed within one year. Within discontinued operations, the Company also recorded the related fiscal year-to-date net operating results, allocated interest expense, employee terminations, lease settlements, and basic carrying costs of the closed units.

Pursuant to the new business plan and expectations of its bank group, the Company is committed to applying the proceeds from the sales of closed restaurants to pay down its credit-facility debt. Of the total paid down in the fourth quarter of fiscal 2003, $10.6 million resulted from sales proceeds for which their financial results were charged to discontinued operations.

As of August 27, 2003, the Company also had $29.5 million of its property held for sale related to closed stores, with results included in discontinued operations. Management therefore estimated the total proceeds related to the business plan disposals and to the discontinued operations was the combined amount of $40.1 million.

In accordance with Emerging Issues Task Force (EITF) 87-24, "Allocation of Interest to Discontinued Operations," interest on debt that is required to be repaid as a result of a disposal transaction should be allocated to discontinued operations. Accordingly, the Company has reclassified approximately $2.7 million, $2.6 million, and $3.5 million in interest expense to that category in fiscal 2003, 2002, and 2001, respectively. The basis of the reclassifications was an application of the credit facility's historical effective interest rates to a portion of the estimated total debt to be paid down with property proceeds from the sale of locations included in discontinued operations.

The Company does not accrue employee settlement costs; these charges are expensed as incurred.

As the Company has formally settled lease terminations or has reached definitive terms to terminate leases, the related charges have been recorded. As of August 27, 2003, the Company had accrued approximately $1.5 million in lease settlement costs. The Company did not accrue future rental costs in instances where locations closed, yet management has the ability to sublease.

Fiscal 2002 Property Held for Sale

At August 28, 2002, the Company had $8.1 million in property held for sale. This included nine closed restaurants and six undeveloped land sites that related to prior disposal plans. The results of those locations are included in continuing operations. Of this amount, six properties, or $3.5 million, remained unsold as of August 27, 2003. The Company remains committed to selling these properties by the end of 2004 and using the proceeds to pay down debt.

Reserve for Restaurant Closings

At August 27, 2003, and August 28, 2002, the Company had a reserve for restaurant closings of $1.7 million and $3.1 million, respectively. The reserve balances as of both fiscal year-ends related to the 2001 asset disposal plan. All material cash outlays associated with earlier disposal plans were completed in the 2001 fiscal year.

The remaining balance as of fiscal 2003 related to pending lease negotiations from the 2001 plan. The following is a summary of the types and amounts recognized as accrued expenses or accrual reductions together with cash payments made against such accruals for the three years ended August 27, 2003:

	Reserve Balance				
	Lease Settlement Costs	Legal and Professional Fees	Workforce Severance	Other Exit	Total Reserve
	(In thousands)				
As of August 31, 2000	$ 765	$ 375	$ 375	$ 300	$ 1,815
Additions (reductions)	4,196	(375)	(59)	693	4,455
Cash payments	(755)	-	(316)	(693)	(1,764)
As of August 31, 2001	4,206	-	-	300	4,506
Additions (reductions)	(373)	-	-	-	(373)
Cash payments	(856)	-	-	(163)	(1,019)
As of August 28, 2002	2,977	-	-	137	3,114
Additions (reductions)	**(1,163)**	**-**	**-**	**(78)**	**(1,241)**
Cash payments	**(151)**	**-**	**-**	**(59)**	**(210)**
As of August 27, 2003	**$ 1,663**	**$ -**	**$ -**	**$ -**	**$ 1,663**

Note 8. Commitments and Contingencies

Officer Loans

In fiscal 1999, the Company guaranteed loans of approximately $1.9 million relating to purchases of Luby's stock by various officers of the Company pursuant to the terms of a shareholder-approved plan. Under the officer loan program, shares were purchased and funding was obtained from JPMorgan Chase Bank, one of the four members of the bank group that participate in the Company's credit facility. Per the original terms of the agreements, these instruments only required annual interest to be paid by the individual debtors, with the entire principal balances due upon their respective maturity dates, which occur during the period from January through March of 2004, unless extended by the note holders.

At both August 27, 2003, and August 28, 2002, the notes had a combined outstanding balance of approximately $1.6 million. The underlying guarantee on these loans includes a cross-default provision. The Company received notice from JPMorgan Chase Bank that the default in the Company's credit facility led to a default in the officer loans. JPMorgan Chase Bank initially requested that the Company repurchase the notes; however, such action cannot be completed without comprehensive resolution with the entire bank group. On July 10, 2003, JPMorgan Chase Bank notified the Company that although it continues to reserve all rights and remedies, it has not elected to pursue those rights and remedies in order to allow further discussions among the bank group. This notice did not constitute a waiver. The Company is therefore working constructively with all members of the bank group in an effort to cure all defaults and satisfactorily meet each lender's expectations.

In the event of individual debtor default, the Company could be required to purchase the loans from JPMorgan Chase Bank, become holder of the notes, record the receivables, and pursue collection. The purchased Company stock has been and can be used by borrowers to satisfy a portion of their loan obligation. As of August 27, 2003, based on the market price on that day, approximately $213,000, or 13.2% of the note balances, could have been covered by stock, while approximately $1.4 million, or 86.8%, would have remained outstanding.

Pending Claims

The Company is presently, and from time to time, subject to pending claims and lawsuits arising in the ordinary course of business. In the opinion of management, the resolution of any pending legal proceedings will not have a material adverse effect on the Company's operations or consolidated financial position.

Surety Bonds

At August 27, 2003, surety bonds in the amount of $6.0 million have been issued as security for the payment of insurance obligations classified as accrued expenses on the balance sheet.

Note 9. Leases

The Company conducts part of its operations from facilities that are leased under noncancelable lease agreements. Approximately 90.8% of the leases contain renewal options ranging from five to thirty years.

Most leases include periodic escalation clauses. In accordance with those clauses, the Company records increases in rent expense as they become applicable. Accordingly, the Company does not follow the straight-line rent method as prescribed by SFAS 13 under generally accepted accounting principles; however, management does not believe the variation from the straight-line method is material to the Company's results of operations and financial position.

Annual future minimum lease payments under noncancelable operating leases as of August 27, 2003, are as follows:

Year Ending:	*(In thousands)*
August 25, 2004	$ 5,098
August 31, 2005	4,719
August 30, 2006	4,250
August 29, 2007	3,763
August 27, 2008	3,478
Thereafter	16,484
Total minimum lease payments	$ 37,792

Most of the leases are for periods of ten to twenty-five years and provide for contingent rentals based on sales in excess of a base amount. Total rent expense for operating leases for the last three fiscal years was as follows:

	Year Ended		
	August 27, 2003	August 28, 2002	August 31, 2001
	(In thousands)		
Minimum rentals	**$ 6,112**	$ 6,512	$ 6,914
Contingent rentals	**507**	770	437
	$ 6,619	$ 7,282	$ 7,351
Percent of sales	**2.1%**	2.2%	1.9%

See Note 13 for lease payments associated with related parties.

Note 10. Employee Benefit Plans and Agreements

Executive Stock Options

In connection with their employment agreements effective March 9, 2001, the CEO and the COO were granted approximately 2.2 million stock options at a strike price of $5.00 per share, which was below the quoted market price on the date of grant. From that date through fiscal 2004, the Company will recognize a total of $5.2 million in noncash compensation expense associated with these options. Totals of $1.3 million were recognized for both fiscal 2003 and 2002, respectively. Of the $5.2 million to be recognized, $4.6 million has been recognized to date, while $679,000 remains to be amortized.

All Stock Options

The Company has an incentive stock plan to provide for market-based incentive awards, including stock options, stock appreciation rights, and restricted stock. Under this plan, stock options may be granted at prices not less than 100% of fair market value on the date of grant. Options granted to the participants of the plan are exercisable over staggered periods and expire, depending upon the type of grant, in five to ten years. The plan provides for various vesting methods, depending upon the category of personnel.

During 1999, the Company authorized 2.0 million shares of the Company's common stock for a new plan. Under its terms, including the 1999 authorization, nonqualified stock options, incentive stock options, and other types of awards for not more than 4.9 million shares of the Company's common stock may be granted to eligible employees of the Company. As previously stated, the Company also granted 2.2 million options to the CEO and the COO in conjunction with their employment agreements. Neither individual has exercised any of those options.

The following is a summary of activity in the Company's incentive stock plan and the executive stock options for the three years ended August 27, 2003, August 28, 2002, and August 31, 2001:

	Weighted-Average Exercise Price Per Share - Options Outstanding	Options Outstanding
Balances - August 31, 2000	$15.30	2,295,541
Granted	5.26	2,958,000
Cancelled or expired	13.95	(747,300)
Exercised	-	-
Balances - August 31, 2001	8.93	4,506,241
Granted	6.21	133,500
Cancelled or expired	14.10	(435,306)
Exercised	5.44	(10,100)
Balances - August 28, 2002	8.31	4,194,335
Granted	**1.98**	**28,000**
Cancelled or expired	**12.49**	**(302,737)**
Balances - August 27, 2003	**$ 7.96**	**3,919,598**

Balances of Exercisable Options as of:	
August 31, 2001	1,441,490
August 28, 2002	2,242,095
August 27, 2003	**3,029,098**

Exercise prices for options outstanding as of August 27, 2003, range from $1.98 to $22.75 per share. The weighted-average remaining contractual life of these options is 5.35 years. Excluding 1,680,000 executive stock options with

an exercise price of $5.00 per share, the exercisable options as of August 27, 2003, have a weighted-average exercise price of $13.09 per share.

Options Outstanding and Exercisable by Price Range
As of August 27, 2003

Options Outstanding			Options Exercisable		
Range of Exercise Prices	Number Outstanding As of 8/27/03	Weighted-Average Remaining Contractual Life	Weighted-Average Exercise Price	Number Exercisable As of 8/27/03	Weighted-Average Exercise Price
$ 1.9800 - $ 1.9800	28,000	9.43	$ 1.9800	0	$ 0
5.0000 - 5.0000	2,240,000	7.53	5.0000	1,680,000	5.0000
5.4375 - 6.6500	395,150	3.57	5.5576	211,275	5.5326
6.7000 - 12.0625	395,750	3.22	10.2761	292,125	10.4491
13.9375 - 15.4375	677,887	1.44	15.1130	662,887	15.1056
15.9375 - 18.0625	49,979	1.82	16.5710	49,979	16.5710
19.1250 - 19.1250	109,500	0.28	19.1250	109,500	19.1250
20.2500 - 20.2500	10,000	3.38	20.2500	10,000	20.2500
21.6250 - 21.6250	5,000	2.38	21.6250	5,000	22.6250
22.7500 - 22.7500	8,332	0.13	22.7500	8,332	22.7500
$ 1.9800 - $ 22.7500	3,919,598	5.35	$ 7.9564	3,029,098	$ 8.6023

At August 27, 2003, and August 28, 2002, the number of incentive stock option shares available to be granted under the plans was 935,966 and 653,561 shares, respectively.

The weighted-average fair value of the individual options granted during 2003, 2002, and 2001 was estimated at $0.94, $3.38, and $3.16, respectively, on the date of grant. The fair values were determined using a Black-Scholes option pricing model with the following assumptions:

	2003	2002	2001
Dividend yield	**-%**	-%	-%
Volatility	**0.51**	0.35	0.41
Risk-free interest rate	**3.02%**	3.56%	4.44%
Expected life	**5.00**	6.18	8.65

Supplemental Executive Retirement Plan

The Company has a Supplemental Executive Retirement Plan (SERP) for key executives and officers. The SERP is a "target" benefit plan, with the annual lifetime benefit based upon a percentage of average salary during the final five years of service at age 65, offset by several sources of income including benefits payable under deferred compensation agreements, if applicable, the profit sharing plan, and Social Security. SERP benefits will be paid from the Company's assets. The net expense incurred for this plan for the years ended August 27, 2003, August 28, 2002, and August 31, 2001, was $67,000, $64,000, and $296,000, respectively, and the unfunded accrued pension liability as of August 27, 2003, August 28, 2002, and August 31, 2001, was approximately $709,000, $665,000, and $622,000, respectively.

401(k) Plan

The Company also has a voluntary 401(k) employee savings plan to provide substantially all employees of the Company an opportunity to accumulate personal funds for their retirement. These contributions may be made on a pre-tax basis to the plan, and the Company matches 25% of participants' contributions of up to 4% of their salary. The net expense recognized in connection with the employer match feature of the voluntary 401(k) employee savings plan for the years ended August 27, 2003, August 28, 2002, and August 31, 2001, was $252,000, $311,000, and $270,000, respectively.

Deferred Compensation Plan

During 1999, the Company established a nonqualified deferred compensation plan for highly compensated executives allowing deferral of a portion of their annual salary and up to 100% of bonuses before taxes. The Company does not match any deferral amounts and retains ownership of all assets until distributed. The liability under this deferred compensation plan at August 27, 2003, August 28, 2002, and August 31, 2001, was approximately $57,000, $54,000, and $70,000, respectively. The Company terminated the plan after the end of fiscal 2003, and the funds will be distributed in fiscal 2004.

Profit Sharing Plan

After the end of fiscal 2003, the Company initiated steps to terminate the Company's profit sharing and retirement plan (the Plan). The Company intends to complete the termination process, including distributions to all Plan participants in fiscal 2004. Through fiscal 2003, the Plan covered substantially all employees who had attained the age of 21 years and had completed one year of continuous service. It was administered by a corporate trustee, was a "qualified plan" under Section 401(a) of the Internal Revenue Code, and provided for the payment of the employee's vested portion of the Plan upon retirement, termination, disability, or death. The Plan had been funded by contributions of a portion of the net earnings of the Company and was amended effective August 31, 2001, to make all contributions discretionary. No annual contributions to the Plan were made in fiscal 2003, 2002 or 2001.

Note 11. Derivative Financial Instruments

The Company adopted Statement of Financial Accounting Standards No. 133 (SFAS 133), "Accounting for Derivative Instruments and Hedging Activities," and its amendments, Statement Nos. 137 and 138, on September 1, 2000. SFAS 133 requires that all derivative instruments be recorded on the balance sheet at fair value. Pursuant to this Standard, the Company designated its Interest Rate Protection Agreements (Swaps) as cash flow hedge instruments. Swaps were used to manage exposure to interest rate movement by effectively changing the variable rate to a fixed rate. The critical terms of the Swaps and the interest-bearing debt associated with the Swaps were the same; therefore, the Company concluded that there was no ineffectiveness in the hedge relationship. Due to declining interest rates and in anticipation of additional future unfavorable interest rate changes, the Company terminated the Swaps on July 2, 2001, for a cash payment of $1.3 million, including accrued interest of $163,000. Changes in fair value of the Swaps were recognized in other comprehensive income (loss), net of tax effects, until the hedged items were recognized in earnings.

In accordance with SFAS 133, the loss of $1.1 million was recognized as interest expense over the original term of the Swaps (through June 30, 2002). At August 28, 2002, there was no balance in accumulated other comprehensive loss.

Note 12. Comprehensive Income (Loss)

As noted above, due to the decline in interest rates and in anticipation of additional unfavorable interest rate changes, the Company terminated the Swaps on July 2, 2001. The loss associated with the termination was recognized as interest expense over the original term of the swaps, through June 30, 2002. At August 28, 2002, there was no balance in accumulated other comprehensive loss. The Company did not acquire any additional swaps in fiscal 2003.

The Company's comprehensive (loss) was comprised of net (loss) and adjustments to derivative financial instruments. The components of the comprehensive (loss) were as follows:

	August 27, 2003	August 28, 2002	August 31, 2001
		(In thousands)	
Net (loss)	**$ (33,094)**	$ (9,653)	$ (31,881)
Other comprehensive (loss), net of taxes:			
Cumulative effect of a change in accounting for derivative financial instruments upon adoption of SFAS 133, net of taxes of $61	-	-	114
Net derivative loss, net of taxes of $514	-	-	(958)
Reclassification adjustment for loss included in net income (loss), net of taxes of $71	-	-	133
Reclassification adjustment for loss recognized on termination of interest rate swaps, net of taxes of $64	-	-	119
Reclassification adjustment for loss recognized on termination of interest rate swaps, net of taxes of $318	-	592	-
Comprehensive income (loss)	**$ (33,094)**	$ (9,061)	$ (32,473)

Note 13. Related Parties

Affiliate Services

The CEO and COO of the Company, Christopher J. Pappas and Harris J. Pappas, respectively, own two restaurant entities that may provide services to Luby's, Inc. as detailed in the Affiliate Services Agreement and the Master Sales Agreement. Under the terms of the Affiliate Services Agreement, the Pappas entities may provide accounting, architectural, and general business services. In the current fiscal year, no costs were incurred under the Affiliate Services Agreement. Under the terms of the Master Sales Agreement, the Pappas entities may provide specialized (customized) equipment fabrication and basic equipment maintenance, including stainless steel stoves, shelving, rolling carts, and chef tables. The total cost under the Master Sales Agreement of custom-fabricated and refurbished equipment for fiscal 2003 and 2002 was approximately $174,000 and $506,000, respectively. As of this report date, all amounts charged under the agreements through August 27, 2003, have been paid.

Operating Leases

In a separate contract from the Affiliate Services Agreement and the Master Sales Agreement, the Company entered into a three-year lease which commenced on June 1, 2001, and ends May 31, 2004. The leased property, referred to as the Houston Service Center, is used to accommodate the Company's own in-house repair and fabrication center. The amount paid by the Company pursuant to the terms of this lease was approximately $79,000 and $78,000 for fiscal 2003 and 2002, respectively.

The Company previously leased a location from an unrelated third party. That location is used to house increased equipment inventories due to store closures under the business plan. The Company considered it more prudent to lease this location rather than to pursue purchasing a storage facility, as its strategy is to focus its capital expenditures on its operating restaurants. In a separate transaction, the third-party property owner sold the location to the Pappas entities during the fourth quarter of fiscal 2003, with the Pappas entities becoming the Company's landlord for that location. The storage site complements the Houston Service Center with approximately 27,000 square feet of warehouse space at an approximate monthly rate of $0.21 per square foot.

In another separate contract, pursuant to the terms of a ground lease dated March 25, 1994, the Company paid rent to PHCG Investments for a Luby's restaurant the Company operated in Dallas, Texas, until that location was closed early in the third quarter of fiscal 2003. Christopher J. Pappas and Harris J. Pappas are general partners of PHCG Investments. Preceding the store's closure, the Company entered into a lease termination agreement with a third party unaffiliated with the Pappas entities. That agreement severed the Company's interest in the PHCG property in exchange for a payment of cash. The Company also obtained the right to remove fixtures and equipment from the premises, and it was released from any future obligations under the lease agreement. The closing of the transaction was completed during the third quarter of fiscal 2003, resulting in a gain of $735,000, and the gross proceeds were used to pay down debt. The amount paid by the Company pursuant to the terms of this lease before its termination was approximately $42,000 and $85,000 for the years ended August 27, 2003, and August 28, 2002, respectively.

Affiliated rents paid for the Houston Service Center, the separate storage facility, and the Dallas property leases combined represented 2.4% and 2.9% of total rents for continuing operations for fiscal 2003 and fiscal 2002, respectively.

Subordinated Debt

As described in Note 6 in the section entitled *Subordinated Debt*, the CEO and the COO loaned the Company a total of $10 million in the form of convertible subordinated notes to support the Company's future operating cash needs. The entire balance was outstanding as of August 27, 2003. The debt is reported net of a discount.

Board of Directors

Pursuant to the terms of a separate Purchase Agreement dated March 9, 2001, entered into by and among the Company, Christopher J. Pappas and Harris J. Pappas, the Company agreed to submit three persons designated by Christopher J. Pappas and Harris J. Pappas as nominees for election for directors. Messrs. Pappas designated themselves and Frank Markantonis as their nominees for directors, all of whom were subsequently elected. Christopher J. Pappas and Harris J. Pappas are brothers. As disclosed in the proxy statement for the January 31, 2003, annual meeting of shareholders, Frank Markantonis is an attorney whose principal client is Pappas Restaurants, Inc., an entity owned by Harris J. Pappas and Christopher J. Pappas.

Key Management Personnel

Ernest Pekmezaris, the Chief Financial Officer of the Company, is also the Treasurer of Pappas Restaurants, Inc. Compensation for the services provided by Mr. Pekmezaris to Pappas Restaurants, Inc. is paid entirely by that entity.

Peter Tropoli, the Senior Vice President-Administration of the Company, is an attorney who, from time to time, has provided litigation services to entities controlled by Christopher J. Pappas and Harris J. Pappas. Mr. Tropoli is the stepson of Frank Markantonis, who, as previously mentioned, is a director of the Company.

Paulette Gerukos, Director of Human Resources of the Company, is the sister-in-law of Harris J. Pappas, the Chief Operating Officer.

Note 14. Common Stock

In 1991, the Board of Directors adopted a Shareholder Rights Plan and declared a dividend of one common stock purchase right for each outstanding share of common stock. The rights are not initially exercisable. The Company amended the Shareholder Rights Plan effective March 8, 2001. The rights may become exercisable under circumstances described in the plan if any person or group becomes the beneficial owner of 15% or more of the common stock or announces a tender or exchange offer, the completion of which would result in the ownership by a person or group of 15% or more of the common stock (either, an Acquiring Person). Once the rights become exercisable, each right will be exercisable to purchase, for $27.50 (the Purchase Price), one-half of one share of common stock, par value $.32 per share, of the Company. If any person becomes an Acquiring Person, each right will entitle the holder, other than the Acquiring Person, to acquire for the Purchase Price a number of shares of the Company's common stock having a market value of four times the Purchase Price.

In connection with the employment of Christopher J. Pappas, the Company's President and Chief Executive Officer, and Harris J. Pappas, the Company's Chief Operating Officer, the Shareholder Rights Plan was amended to exempt from the operation of the plan Messrs. Pappas' ownership of the Company's common stock, which was acquired prior to March 8, 2001 (and certain additional shares permitted to be acquired) and certain shares of common stock which may be acquired in connection with options issued on the date of their employment and the convertible notes subsequently purchased from the Company.

In the past, the Board of Directors periodically authorized the purchase, in the open market, of shares of the Company's outstanding common stock. The most recent authorization was a purchase of 850,300 shares of the Company's common stock at a cost of $12,919,000 in 1999, which are being held as treasury stock. There have been no treasury shares purchased since 1999.

The Company has approximately 3.9 million shares of common stock reserved for issuance upon the exercise of outstanding stock options and 2.0 million shares for issuance upon the conversion of subordinated notes.

Note 15. Per Share Information

A reconciliation of the numerators and denominators of basic earnings per share and earnings per share assuming dilution is shown in the table below:

	Year Ended		
	August 27, 2003	August 28, 2002	August 31, 2001
		(In thousands)	
Numerator:			
Net income (loss)	**$ (33,094)**	$ (9,653)	$ (31,881)
Effect of potentially dilutive securities:			
Interest on convertible subordinated notes	**1,054**	585	194
Numerator for net income (loss) per common share - diluted	**$ (32,040)**	$ (9,068)	$ (31,687)
Denominator for basic earnings per share - weighted-average shares	**22,451**	22,428	22,422
Effect of potentially dilutive securities:			
Employee stock options	**3**	165	96
Convertible subordinated notes	**2,000**	2,000	312
Denominator for earnings per share - assuming dilution - adjusted weighted-average shares	**24,454**	24,593	22,830
Net income (loss) per share - basic	**$ (1.47)**	$ (0.43)	$ (1.42)
Net income (loss) per share - assuming dilution [(a)]	**$ (1.47)**	$ (0.43)	$ (1.42)

[(a)] As the Company had net losses for the years ended August 27, 2003, August 28, 2002, and August 31, 2001, earnings per share assuming dilution equals basic earnings per share since potentially dilutive securities are antidilutive in loss periods.

Note 16. Quarterly Financial Information (Unaudited)

The sales and gross profit components of the Company's quarterly financial statements have been affected by reclassifications to discontinued operations in accordance with the disposal of operating units under the Company's new business plan. Even so, the Company's net loss per share for each quarter is consistent with previous quarterly filings. The following is a summary of quarterly unaudited financial information for 2003 and 2002, including those reclassifications:

	Quarter Ended			
	August 27, 2003	**May 7, 2003**	**February 12, 2003**	**November 20, 2002**
	(112 days)	*(84 days)*	*(84 days)*	*(84 days)*
	(In thousands except per share data)			
Sales	**$ 96,743**	**$ 74,208**	**$ 73,899**	**$ 73,671**
Gross profit	**43,644**	**32,858**	**31,722**	**30,833**
Discontinued operations	**(3,249)**	**(21,990)**	**(2,393)**	**(2,928)**
Net income (loss)	**(1,598)**	**(24,990)**	**(3,405)**	**(3,101)**
Net income (loss) per share	**$ (0.07)**	**$ (1.11)**	**$ (0.15)**	**$ (0.14)**

	Quarter Ended			
	August 28, 2002	May 8, 2002	February 13, 2002	November 21, 2001
	(112 days)	*(84 days)*	*(84 days)*	*(82 days)*
	(In thousands except per share data)			
Sales	$ 100,657	$ 78,311	$ 76,391	$ 79,114
Gross profit	42,503	35,257	33,199	31,270
Discontinued operations	(2,147)	(1,181)	(1,488)	(2,009)
Net income (loss)	(1,972)	(174)	(2,162)	(5,345)
Net income (loss) per share	$ (0.09)	$ (0.01)	$ (0.09)	$ (0.24)

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

None.

Item 9A. Controls and Procedures

In fiscal 2003, the Company established an internal Disclosure Committee. The President and CEO, as well as the CFO, with the assistance of the committee, maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in the Company's Exchange Act reports is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. This collective group accumulates and reviews this information, as appropriate, to allow timely decisions regarding required disclosure, applying its judgment in assessing the costs and benefits of such controls and procedures which, by their nature, can provide only reasonable assurance regarding management's control objectives.

Management has evaluated the effectiveness of the design and operation of the Company's disclosure controls and procedures pursuant to Exchange Act Rule 13a-14. The Company's President and CEO and the CFO participated and provided input into this process. Based upon the foregoing, these senior officers concluded that as of August 27, 2003, the Company's disclosure controls and procedures were effective in timely alerting them to material information relating to the Company required to be disclosed.

There have been no significant changes in the Company's internal controls or in other factors which could significantly affect internal controls subsequent to the date the President and CEO and the CFO carried out their evaluation.

PART III

Item 10. Directors and Executive Officers of the Registrant

ELECTION OF DIRECTORS

The shareholders elect approximately one-third of the members of the Board of Directors annually. The Board is divided into three classes, as nearly equal in number as possible, with the members of each class serving three-year terms. Currently, the Board is comprised of twelve members, four whose terms expire in 2004, four whose terms expire in 2005, and four whose terms expire in 2006.

Robert T. Herres, whose term as director would have expired at the 2004 Annual Meeting of Shareholders, resigned his directorship, effective August 27, 2003. Immediately following his resignation, the class of directors whose terms expire at the 2004 Annual Meeting of Shareholders was comprised of three directors. Since the Bylaws of the Company state that the three classes of directors shall be as nearly equal in number as possible, and the class of directors whose terms expire in 2006 was then comprised of five directors, Jill Griffin resigned from her position in the class whose terms expire in 2006, was appointed by the Board to fill the vacancy in the class whose term expires at the 2004 Annual Meeting of Shareholders.

Pursuant to the terms of the Purchase Agreement dated March 9, 2001, entered into by and among the Company, Christopher J. Pappas and Harris J. Pappas, the Company agreed to submit three persons designated by Christopher J. Pappas and Harris J. Pappas as nominees for election as directors at the 2002 Annual Meeting of Shareholders. Messrs. Pappas designated themselves and Frank Markantonis as their nominees for directors at the 2002 Annual Meeting of Shareholders. The Company is not contractually obligated to nominate Christopher J. Pappas, Harris J. Pappas or Frank Markantonis for election as directors at the 2004 Annual Meeting of Shareholders. Christopher J. Pappas and Harris J. Pappas are brothers. Mr. Markantonis is an attorney whose principal client is Pappas Restaurants, Inc., an entity controlled by Harris J. Pappas and Christopher J. Pappas.

The following information is furnished with respect to each of the directors who currently serve on the Board of Directors. Such information includes all positions with the Company and principal occupations during the last five years.

Directors Whose Terms Expire in 2006

J.S.B. JENKINS is President, Chief Executive Officer, and a director of Tandy Brands Accessories, Inc. (manufacturer and marketer of fashion accessories) and has served as such since the company's formation in 1990. He previously served as the Executive Vice President of the Bombay Company, Inc. He is also a member of the Texas A&M University College of Business Administration/Graduate School of Business Development Council, the Texas A&M University President's Council, the advisory board of directors for the Texas A&M University 12th Man Foundation, and the board of directors for the Cotton Bowl Athletic Association. He is 60 years of age and has been a director of the Company since January of 2003. He is Vice-Chairman of the Finance and Audit Committee.

JOE C. McKINNEY is Vice-Chairman of Broadway National Bank (since October 1, 2002). He formerly served as Chairman of the Board and Chief Executive Officer of JPMorgan Chase Bank-San Antonio (commercial banking) until his retirement on March 31, 2002. He is 57 years of age and has been a director of the Company since January of 2003. He is a director of Tampa Equities REIT I (USAA), Washington Real Estate Equities REIT I (USAA), Houston Equities REIT I (USAA), and U.S. Industrial REIT (USAA). He is Chairman of the Finance and Audit Committee and a member of the Board Governance Committee and the Executive Committee.

HARRIS J. PAPPAS is Chief Operating Officer of the Company (since March 7, 2001). He is 59 and has been a director of the Company since March of 2001. He is also President of Pappas Restaurants, Inc. He is a director of Oceaneering International, Inc., Memorial Hermann Affiliated Services, Inc., and the YMCA of Greater Houston. He is also an advisory trustee of Schreiner's College and an advisory board member of Frost National Bank-Houston. He is a member of the Executive Committee and the Personnel and Administrative Policy Committee.

JOANNE WINIK is President, General Manager, and a director of KLRN-TV, San Antonio's Public Broadcasting Service affiliate. She is a director of PBS (Public Broadcasting System). She is 64 and has been a director of the Company since January of 1993. She is Vice-Chairman of the Personnel and Administrative Policy Committee and a member of the Executive Compensation Committee.

Directors Whose Terms Expire in 2005

JUDITH B. CRAVEN is President of JAE & Associates US. She was President of United Way of the Texas Gulf Coast (from 1992 to 1998). She is 58 and has been a director of the Company since 1998. She is a director of A.H. Belo Corporation, Sysco Corporation, and Valic Corp. and serves on the Board of Regents of the University of Texas at Austin. She is Chairman of the Personnel and Administrative Policy Committee, Vice-Chairman of the Executive Compensation Committee, and a member of the Board Governance Committee and the Executive Committee.

ARTHUR R. EMERSON is Chairman/CEO of Groves Rojas Emerson, an advertising and public relations firm (since June 2000). Prior thereto he was Vice President and General Manager of the Texas Stations of the Telemundo television network. He is a director of USAA Federal Savings Bank and Chairman of its Trust Committee. He is 59 and has been a director of the Company since January of 1998. He is a member of the Finance and Audit Committee.

FRANK MARKANTONIS is an attorney licensed to practice in Texas since 1973. He has worked extensively in the real estate and corporate areas for over 30 years. He is a member of the State Bar of Texas and the District of Columbia Bar. His principal client is Pappas Restaurants, Inc. He is 55 years old and has been a director of the Company since January of 2002. He is a member of the Personnel and Administrative Policy Committee.

GASPER MIR, III is currently serving as Executive Advisor to the Superintendent of the Houston Independent School District. Mr. Mir is a principal owner and founder of the public accounting and professional services firm Mir•Fox & Rodriguez, P.C. (since 1988). He is currently on a leave of absence from the accounting firm. He is 57 and has been a director of the Company since January of 2002. He is a director of the Memorial Hermann Hospital System, Sam Houston Council of Boy Scouts, the American Leadership Foundation, the Houston Hispanic Chamber of Commerce, the Advisory Board of the University of Houston-Downtown School of Business, and the Houston Region Board of Directors of JPMorgan Chase Bank of Texas. He is Chairman of the Luby's Board, Chairman of the Executive Committee and the Board Governance Committee, and a member of the Finance and Audit Committee.

Directors Whose Terms Expire in 2004

JILL GRIFFIN is a business consultant, an internationally published author, and speaker. She is a principal of the Griffin Group (customer loyalty research, customer relationship program development, and management training), which she founded in 1988. In her early career, she served as senior brand manager for RJR/Nabisco's largest brand. She then joined AmeriSuites Hotels where she served as national director of sales and marketing. She has also served on the marketing faculty at the University of Texas at Austin. She is 48 years of age and has been a director of the Company since January of 2003. She is a member of the Personnel and Administrative Policy Committee and the Executive Compensation Committee.

ROGER R. HEMMINGHAUS is the retired Chairman of Ultramar Diamond Shamrock Corporation where he also served as Chief Executive Officer until 1999 and as President until 1996. He is 67 and has been a director of the Company since January of 1989. He is a director of Tandy Brands Accessories, Inc., CTS Corporation, Excel Energy, Inc., and Southwest Research Institute. He is Vice-Chairman of the Board, Chairman of the Executive Compensation Committee, Vice-Chairman of the Executive Committee, Vice-Chairman of the Board Governance Committee, and a member of the Personnel and Administrative Policy Committee.

CHRISTOPHER J. PAPPAS is President and Chief Executive Officer of the Company (since March 7, 2001). He is also Chief Executive Officer of Pappas Restaurants, Inc. He is 56 and has been a director of the Company since March of 2001. He is a director of the Sam Houston Council of Boy Scouts of America Board, the Southwest Bank of Texas Advisory Board, the University of Houston Conrad Hilton School of Hotel and Restaurant Management Dean's Advisory Board, and is a former director of the Greater Houston Partnership Board. He is a member of the Board Governance Committee and the Executive Committee.

JIM W. WOLIVER is a retired former officer of the Company. He was Senior Vice President-Operations from 1995 to 1997 and Vice President-Operations from 1984 to 1995. He is 66 and has been a director of the Company since January of 2001. He is a member of the Personnel and Administrative Policy Committee and Executive Compensation Committee.

INFORMATION CONCERNING THE FINANCE AND AUDIT COMMITTEE

The members of the Finance and Audit Committee are:

Joe C. McKinney (Chair)
J.S.B. Jenkins (Vice Chair)
Arthur R. Emerson
Gasper Mir, III

The Finance and Audit Committee is a standing audit committee established to oversee the Company's accounting and financial reporting processes and the audit of the Company's financial statements. Its primary functions are to monitor and evaluate corporate financial plans and performance and to assist the Board in monitoring (1) the integrity of the financial statements of the Company; (2) the compliance by the Company with legal and regulatory requirements; (3) the independent auditor's qualifications and independence; and (4) the performance of the Company's internal audit function and its independent auditors. The Finance and Audit Committee is also directly responsible for the appointment, compensation, retention and oversight of the work of the Company's independent auditor and the preparation of the Report of the Finance and Audit Committee.

All members of the Finance and Audit Committee are independent as that term is defined in the listing standards of the New York Stock Exchange, as amended by the new corporate governance listing standards approved by the Securities and Exchange Commission on November 4, 2003.

The Board determined that Gasper Mir, III and Joe C. McKinney are "audit committee financial experts" as defined in rules of the Securities and Exchange Commission recently adopted pursuant to the Sarbanes-Oxley Act of 2002. Messrs. Mir and McKinney are independent as that term is defined in the listing standards of the New York Stock Exchange, as such definition has been amended under the new corporate governance listing standards of the New York Stock Exchange.

At each meeting, Committee members have the opportunity to meet privately with representatives of the Company's independent auditors and with the Company's Director of Internal Audit. The Board of Directors has adopted a written charter for the Finance and Audit Committee. A copy of the Finance and Audit Committee Charter, as amended effective June 26, 2003, will be available on the Company's website at www.lubys.com after January 31, 2004.

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Section 16(a) of the Securities Exchange Act of 1934 requires the Company's directors, executive officers, and any persons beneficially owning more than ten percent of the Company's common stock to report their initial ownership of the Company's common stock and any subsequent changes in that ownership to the Securities and Exchange Commission and the New York Stock Exchange, and to provide copies of such reports to the Company. Based upon the Company's review of copies of such reports received by the Company and written representation of its directors and executive officers, the Company believes that during the year ended August 27, 2003, all Section 16(a) filing requirements were satisfied on a timely basis.

CORPORATE GOVERNANCE

During fiscal 2003, the Board adopted amendments to the Company's Policy Guide on Standards of Conduct and Ethics, which applies to all directors, officers, and employees of the Company. The Board also adopted Supplemental Standards of Conduct and Ethics that apply to the Company's Chief Executive Officer, Chief Financial Officer, Controller, and all senior financial officers. These documents are included as exhibits to this Annual Report on Form 10-K. After January 31, 2004, these documents can also be found on the Company's website at www.lubys.com.

Code of Conduct and Ethics for All Directors, Officers, and Employees

During fiscal 2003, the Board amended the existing Policy Guide on Standards of Conduct and Ethics, which is applicable to all directors, officers, and employees, to comply with the new corporate governance standards proposed by the New York Stock Exchange and approved by the Securities and Exchange Commission on November 4, 2003. It is the intent of the Policy Guide on Standards of Conduct and Ethics to promote observance of fundamental principles of honesty, loyalty, fairness and forthrightness and adherence to the letter and spirit of the law. There shall be no waiver of any part of the Policy Guide on Standards of Conduct and Ethics for any director or executive officer except by a vote of the Board or a designated Board committee that shall ascertain whether a waiver is appropriate under all the circumstances. The Company intends to disclose any waivers of the Policy Guide on Standards of Conduct and Ethics granted to directors and executive officers on the Company's website at www.lubys.com.

Code of Ethics for the Chief Executive Officer and Senior Financial Officers

During fiscal 2003, the Board also adopted Supplemental Standards of Conduct and Ethics that apply to the Company's Chief Executive Officer, Chief Financial Officer, Controller, and all senior financial officers ("Senior Officers' Code"). The Senior Officers' Code is designed to deter wrongdoing and to promote:

Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;

Full, fair, accurate, timely, and understandable disclosure in reports and documents that a registrant files with, or submits to, the Commission and in other public communications made by the registrant;

Compliance with applicable governmental laws, rules and regulations;

The prompt internal reporting to an appropriate person or persons identified in the code of violations of the code; and

Accountability for adherence to the code.

Waivers of the Senior Officers' Code for the Chief Executive Officer, Chief Financial Officer, and the Controller are permitted only by a vote of the Board or a designated Board committee that shall ascertain whether a waiver is appropriate under all the circumstances.

A copy of the Senior Officers' Code is filed as an exhibit to this Annual Report on Form 10-K and will be available at the Company's website at www.lubys.com after January 31, 2004. The Company intends to satisfy the disclosure requirement under Item 10 of Form 8-K regarding amendments to or waivers of the Policy Guide on Standards of Conduct and Ethics and the Senior Officers' code by posting such information on the Company's website at www.lubys.com.

Item 11. Executive Compensation

COMPENSATION OF DIRECTORS

Each nonemployee director other than the Chairman of the Board is currently paid an annual retainer of $25,000. The Chairman of the Board is currently paid an annual retainer of $50,000. In addition to the base annual retainer of $25,000, the Chairman of the Finance and Audit Committee is currently paid an additional annual retainer of $3,000, and the Chairman of each other Board committee is currently paid an additional annual retainer of $1,000. All nonemployee directors are also paid the following meeting fees for each meeting he or she attends: (i) $1,500 per day for each meeting of the Board, including committee meetings attended on the same day as a meeting of the Board, so long as the total duration of the meeting(s) attended in that day exceeds four hours; (ii) $750 per day for each meeting of the Board, including committee meetings attended on the same day as a meeting of the Board, if the meeting is conducted by telephone or its total duration is less than four hours; (iii) $1,000 per day for each meeting of any Board committee held on a day other than a Board meeting day; and (iv) $500 per day for each meeting of any Board committee conducted by telephone on a day other than a Board meeting day.

Under the Company's Nonemployee Director Stock Option Plan, as amended and restated (the "Option Plan"), nonemployee directors are periodically granted nonqualified options to purchase shares of the Company's common stock at an option price equal to 100% of fair market value on the date of grant. Each option terminates upon the expiration of ten years from the date of grant or one year after the optionee ceases to be a director, whichever first occurs. An option may not be exercised prior to the expiration of one year from the date of grant, subject to certain exceptions specified in the Option Plan.

Pursuant to the provisions of the Option Plan, options were granted on January 31, 2003, to Judith B. Craven, Arthur R. Emerson, Roger R. Hemminghaus, Robert T. Herres, Frank J. Markantonis, Gasper Mir, III, Joanne Winik, and Jim W. Woliver for 2,000 shares each, and to Jill Griffin, J.S.B. Jenkins and Joe C. McKinney for 4,000 shares each, at an option price of $1.98 per share.

Under the Company's Nonemployee Director Phantom Stock Plan, as amended and restated (the "Phantom Stock Plan"), nonemployee directors were previously required and encouraged to defer their director retainer and meeting fees into a phantom share account which is credited with dollar amounts in the form of phantom shares priced at current market value of the Company's common stock. Nonemployee directors were required to defer at least 50% of their director retainer fees until they acquired at least $100,000 of the Company's common stock based on its average closing price over the preceding 365-day period. In addition, nonemployee directors were encouraged to defer the balance of their director retainer fees and their meeting fees into their respective phantom share accounts by provisions of the Phantom Stock Plan which provides an additional credit to their account of 25% of any amounts voluntarily deferred. The phantom share accounts are also credited with dollar amounts equal to dividends, if any, paid on the common stock. When a participant ceases to be a director, the number of phantom shares in his or her account is converted into an equal number of shares of the Company's common stock.

The Company's Corporate Governance Guidelines have consistently required deferral of director retainer fees until the $100,000 minimum market value threshold is met. Because the number of authorized shares under the Phantom Stock Plan has been fully depleted, directors may no longer defer payment into the Phantom Stock Plan of cash compensation which would otherwise be payable to nonemployee directors.

The Company's Nonemployee Director Deferred Compensation Plan permits nonemployee directors to defer all or a portion of their directors' fees in accordance with applicable regulations under the Internal Revenue Code. Deferred amounts bear interest at the average interest rate of U.S. Treasury ten-year obligations. The Company's obligation to pay deferred amounts is unfunded and is payable from general assets of the Company.

EMPLOYMENT AGREEMENTS

The Company is a party to employment agreements with Christopher J. Pappas (President and Chief Executive Officer) and Harris J. Pappas (Chief Operating Officer). The employment agreements were filed with the Securities and Exchange Commission as exhibits to the Company's Current Report on Form 8-K, filed March 15, 2001. Each agreement provides for a fixed base annual salary of $100,000 during the term of the agreements, plus bonus compensation in the discretion of the Board or appropriate Board committee. Pursuant to the agreements, Messrs. Pappas each received a nonqualified stock option to purchase 1,120,000 shares of the Company's common stock at an exercise price per share equal to five dollars ($5.00) per share. Each agreement provides that the employee will be entitled to receive all of his compensation and benefits under the contract until March 31, 2004, if his employment is terminated by the Company without cause (as therein defined) or if he terminates his employment for good reason (as therein defined). The employment agreements expire on March 31, 2004.

EXECUTIVE COMPENSATION COMMITTEE REPORT

The Executive Compensation Committee of the Board presents the following report on executive compensation. The report describes the Company's executive compensation programs and the bases on which the Committee made recommendations for compensation decisions for fiscal 2003, with respect to the Company's executive officers, including those named in the compensation tables.

Compensation Objectives

The Committee annually evaluates the effectiveness of the Company's executive compensation program in incentivizing and rewarding executive performance that leads to long-term enhancement of shareholder value and encouraging executives who deliver such performance to continue with the Company for the long-term. The Company's executive compensation program currently consists of the elements summarized below.

Base Salary. Base salaries that are fair and competitive consistent with the Company's position in the foodservice industry are used to compensate ongoing performance throughout the year. Base salaries are reviewed annually.

Annual Bonus. Annual bonuses are awarded to executives based on an evaluation of both corporate performance and the executive's individual contribution to the long-term interests of shareholders.

Long-Term Incentives. Long-term incentives, such as stock options, are used to (i) incentivize performance that leads to enhanced shareholder value and (ii) encourage retention.

Stock Ownership. Stock ownership guidelines are used to more closely align the interests of the Company's executives with the interests of shareholders.

The Company's executive compensation program is designed to enable the Company to attract, retain, and motivate the highest quality of management talent.

Annual Base Salaries

The Committee annually advises the Board on the appropriateness and reasonableness of the base salaries to be paid to the Company's executive officers and approves base salaries and salary increases for executives. The Committee evaluates base salaries with reference to the Company's performance for the prior fiscal year and competitive compensation data, as well as a subjective evaluation of each executive's contribution to the Company's performance, each executive's experience, responsibilities, and management abilities. Company performance is measured by net income, total sales, comparable store sales, return on shareholders' equity, and other financial factors. Since compensation of the Chief Executive Officer and Chief Operating Officer is fixed by contract (See "Executive Compensation Committee Report - Compensation of Chief Executive Officer"), the Committee's responsibility in regard to their compensation has been limited. However, the employment contracts for the Chief Executive Officer and Chief Operating Officer currently in effect expire in March of 2004. The Committee is involved in advising the Board on the appropriateness and reasonableness of base salaries for the Chief Executive Officer and the Chief Operating Officer for service rendered to the Company after March of 2004.

Stock Options

The Committee administers the Company's stock option, ownership and other equity-based compensation plans. The Committee considers generally on an annual basis the granting of incentive stock options annually to eligible executive officers and other key employees. The options, which are granted at 100% of market price on the date of grant, are typically for six-year terms. The number of option shares granted each year is typically determined by a formula based on a dollar amount divided by the option's exercise price. The dollar amount is determined as a percentage of the executive's base salary, which percentage varies based upon the executive's responsibility level, the percentage of equity compensation paid at comparable companies, and the executive's individual performance. The more senior executives typically receive option grants equal to a larger percentage of their base salaries than less senior executives. The number of option shares held by an executive is not considered in determining stock option awards.

Stock Ownership Guidelines

The Board of Directors has adopted guidelines for ownership of the Company's common stock by executives and directors to help demonstrate alignment of the interests of the Company's executives and directors with the interests of its shareholders. The guidelines provide that executives and directors are expected to attain the following levels of stock ownership within five years of election to the specified director or officer position:

Position	Share Ownership
Chief Executive Officer	4 times annual base salary
President and Senior Vice President	2 times annual base salary
Vice President	Equal to annual base salary
Nonemployee Director	Shares with a market value of at least $100,000

Phantom stock and stock equivalents in the nonemployee director deferred compensation plan are considered common stock for purposes of the guidelines since they are, in effect, awarded in lieu of cash compensation for board services.

Stock Purchase Loans Made in 1999

During January and February 1999, to facilitate the purchase of Luby's stock by certain Luby's officers pursuant to Luby's Incentive Stock Plan, the Company guaranteed loans of approximately $1.9 million related to open-market purchases of Company stock by various officers of the Company pursuant to the terms of a shareholder-approved plan. Under the officer loan program, shares were purchased by certain Luby's officers with funding obtained from JPMorgan Chase Bank, one of the four members of the bank group that participates in the Company's credit facility. Per the original terms of the agreements, these instruments only required annual interest to be paid by the individual debtors, with the entire principal balances due upon their respective maturity dates, which occur during the first three months of calendar 2004. As of November 19, 2003, the notes had an aggregate outstanding balance of approximately $1.6 million. None of the individual debtors are currently, and were not as of August 27, 2003, senior executives or directors of the Company.

As reported in the Company's Current Report on Form 8-K dated June 26, 2003, the Company previously received written notice from JPMorgan Chase Bank that the underlying guarantee on these loans includes a cross-default provision; consequently, in the opinion of JPMorgan Chase Bank, the January 31, 2003, default in the Company's senior credit facility led to a default in the officer loans. JPMorgan Chase Bank initially requested that the Company repurchase the notes; however, such action cannot be completed without comprehensive resolution with the entire bank group. On July 10, 2003, JPMorgan Chase Bank notified the Company that although it continues to reserve all rights and remedies, it has not elected to pursue those rights and remedies in order to allow further discussions among the bank group. This notice did not constitute a waiver. The Company is therefore working constructively with all members of the bank group in an effort to cure all defaults and satisfactorily meet each lender's expectations.

The Company has engaged legal counsel to advise it in responding to the demands by JPMorgan Chase Bank. The Company continues to work with the four members of its senior bank group (of which JPMorgan Chase Bank is a member) to resolve the defaults under all of the Company's indebtedness.

If the Company purchases the loans from JPMorgan Chase Bank, it would become the holder of the notes, record the receivables, and pursue the note holders for collection. The purchased Company stock has been and can be used by borrowers to satisfy a portion of their loan obligation. As of November 19, 2003, based on the market price on that day, approximately $332,000, or 20.6% of the note balances, could have been covered by stock, while approximately $1.3 million, or 79.4%, would remain outstanding.

Change in Control Agreements

The employment agreements of Christopher J. Pappas and Harris J. Pappas each provide that the employee will be entitled to receive all of his compensation and benefits under the contract until March 31, 2004, if his employment is terminated by the Company without cause (as therein defined) or if he terminates his employment for good reason (as therein defined).

Salary Continuation Agreements

The Company currently has no salary continuation agreement, or agreement having similar effect, in place with any employee of the Company.

Deferred Compensation Plan

Beginning June 1, 1999, the Company maintained a Deferred Compensation Plan for all highly compensated employees, including the president and all senior vice presidents. The planpermitted highly compensated employees to defer a portion of their annual compensation into unfunded accounts with the Company. The deferrals mirror the results of a phantom investment portfolio theoretically (but not actually) invested in funds selected by each participant, including a Luby's, Inc. stock fund. None of the Named Officers (as that term is defined below under the heading "Executive Compensation") currently participates in the Deferred Compensation Plan. The Company terminated the plan after the end of fiscal 2003, and the funds will be distributed in fiscal 2004.

Compensation of Chief Executive Officer

In fiscal 2003, the Company paid Christopher J. Pappas an annual base salary of $100,000, which is the annual base salary that has been in effect since he initially took office as the President and Chief Executive Officer of the Company in March of 2001. The employment contract entered into with Mr. Pappas, which was approved by the Board in 2001, fixes Mr. Pappas' base salary at $100,000 per year for the duration of the contract, which expires on March 31, 2004. Pursuant to the employment contract, he was granted stock options on March 9, 2001, for 1,120,000 shares of common stock at $5.00 per share. See "Employment Agreement."

Members of the Committee:

Roger R. Hemminghaus (Chair)
Judith B. Craven (Vice Chair)
Jill Griffin
Joanne Winik
Jim W. Woliver

EXECUTIVE COMPENSATION

The table below contains information concerning annual and long-term compensation of the current chief executive officer, all persons who served as chief executive officer of the Company during the last fiscal year, and the most highly compensated individuals who made in excess of $100,000 and who served as executive officers during the last fiscal year (the "Named Officers"), for services rendered in all capacities for the fiscal years ended August 27, 2003, August 28, 2002 and August 31, 2001.

Summary Compensation Table

		Annual Compensation			Long-Term Compensation			
					Awards		Payouts	
Name and Principal Position	Fiscal Year	Salary	Bonus	Other Annual Compensation(1)	Restricted Stock Awards	Securities Underlying Options/ SARs(2)	LTIP Payouts	All Other Compensation(3)
Christopher J. Pappas	2003	$100,000	$0	$ 0	$0	$ 0	$0	$0
President and Chief	2002	107,564	0	0	0	1,120,000	0	0
Executive Officer	2001	45,161	0	0	0	0	0	0
Harris J. Pappas	2003	100,000	0	0	0	0	0	0
Chief Operating Officer	2002	107,564	0	0	0	1,120,000	0	0
	2001	45,161	0	0	0	0	0	0
Ernest Pekmezaris	2003	200,000	0	0	0	0	0	0
Senior Vice President	2002	215,128	0	0	0	25,000	0	0
and Chief Financial Officer	2001	90,232	0	0	0	0	0	0
Peter Tropoli	2003	150,000	0	24,662	0	0	0	0
Senior Vice President-	2002	161,346	0	0	0	25,000	0	0
Administration	2001	50,000	0	0	0	0	0	0

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(1) Perquisites and other personal benefits that did not exceed the lesser of $50,000 or 10% of the total amount of annual salary and bonus for any Named Officer have been excluded.

(2) The Company has not issued any stock appreciation rights to the Named Officers.

(3) Amounts are contributions under the Profit Sharing Plan.

The following table reports the grant of stock options and stock appreciation rights ("SARs") to the Named Officers during fiscal 2003. The Company has not granted SARs to any of the Named Officers.

Options/SAR Grants in Last Fiscal Year

					Potential Realizable Value at Assumed Annual Rates of Stock Price Appreciation For Option Term	
Name	Number of Securities Underlying Options/SARs Granted	% of Total Options/SARs Granted to Employees in Fiscal Year	Exercise or Base Price ($/sh)	Expiration Date	5%	10%
Christopher J. Pappas	0	0	-	-	-	-
Harris J. Pappas	0	0	-	-	-	-
Ernest Pekmezaris	0	0	-	-	-	-
Peter Tropoli	0	0	-	-	-	-

The table below reports exercises of stock options and SARs by the Named Officers during fiscal 2003, and the value of their unexercised stock options and SARs as of August 27, 2003. Except for the stock options granted to Messrs. Pappas, which were granted pursuant to their employment contracts with the Company, the stock options were granted under the Company's Incentive Stock Plans. The Company has not granted SARs to any of the Named Officers.

Aggregated Options/SAR Exercises in Last Fiscal Year and FY-End Options/SAR Values

Name	Shares Acquired on Exercise	Value Realized	Number of SecuritiesUnderlying UnexercisedOptions/SARs at FY-End Exercisable/Unexercisable	Value of Unexercised In-the-Money Options/SARs at FY-End Exercisable/Unexercisable (1)
Christopher J. Pappas	0	$0	840,000/280,000	$0/0
Harris J. Pappas	0	0	840,000/280,000	0/0
Ernest Pekmezaris	0	0	12,500/12,500	0/0
Peter Tropoli	0	0	12,500/12,500	0/0

(1) The value of unexercised options is based on a price of $2.37 per common share at August 27, 2003.

DEFERRED COMPENSATION

Beginning June 1, 1999, the Company maintained a Deferred Compensation Plan for all of its highly compensated employees, which permitted deferral of a portion of annual compensation. The plan was terminated in fiscal 2003 and funds will be distributed in fiscal 2004. See the discussion under the caption "Deferred Compensation Plan" in the Report of the Executive Compensation Committee.

The Company has a Supplemental Executive Retirement Plan which is designed to provide benefits for selected officers at normal retirement age with 25 years of service equal to 50% of their final average compensation offset by Social Security, profit sharing benefits, and deferred compensation. Some of the officers designated to participate in the plan have retired and are receiving benefits under the plan. Accrued benefits of all actively employed participants become fully vested upon termination of the plan or a change in control (as defined in the plan). The plan is unfunded, and the Company is obligated to make benefit payments solely on a current disbursement basis. None of the Named Officers is currently entitled to participate in the Supplemental Executive Retirement Plan.

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

The following table sets forth information concerning the beneficial ownership of the Company's common stock, as of December 5, 2003, for (a) each director currently serving on the Company's Board, (b) each nominee for election as a director at the 2004 Annual Meeting of Shareholders, (c) each of the officers named in the Summary Compensation Table (Named Officers) not listed as a director, and (d) directors and executive officers as a group. In general, "beneficial ownership" includes those shares a director or executive officer has the power to vote or transfer and shares that the director or executive officer has the right to acquire within 60 days after December 5, 2003.

Name (1)	Shares Beneficially Owned	Percent of Common Stock
Judith B. Craven (2)	27,634	*
Arthur R. Emerson (3)	29,728	*
Jill Griffin (4)	4,000	*
Roger R. Hemminghaus (5)	50,317	*
J.S.B. Jenkins (6)	4,000	*
Frank Markantonis (7)	9,978	*
Joe C. McKinney (8)	4,000	*
Gasper Mir, III (9)	8,452	*
Christopher J. Pappas (10)	2,511,900	9.54%
Harris J. Pappas (11)	2,511,900	9.54%
Ernest Pekmezaris (12	15,510	*
Peter Tropoli (13)	12,500	*
Joanne Winik (14)	33,412	*
Jim W. Woliver (15)	28,416	*
All directors and executive officers of the Company, as a Group (14 persons) (16)	5,251,747	19.95%

*Represents beneficial ownership of less than one percent of the shares of the Company's common stock issued and outstanding on December 5, 2003.

(1) Except as indicated in these notes and subject to applicable community property laws, each person named in the table owns directly the number of shares indicated and has the sole power to vote and to dispose of such shares. Shares of phantom stock held by a nonemployee director convert into an equivalent number of shares of the Company's common stock when the nonemployee director ceases to be a director of the Company on account of resignation, retirement, death, disability, removal or any other circumstance. The shares of common stock payable upon conversion of the phantom stock are included in this table because it is possible for the holder to acquire the common stock within 60 days if his or her directorship terminated.

(2) The shares shown for Ms. Craven include 1,500 shares held for her benefit in a custodial account. The shares shown include 14,666 shares which she has the right to acquire within 60 days under the Nonemployee Director Stock Option Plan and 11,468 shares of phantom stock held under the Nonemployee Director Phantom Stock Plan.

(3) The shares shown for Mr. Emerson include 3,237 shares held jointly with his wife in a custodial account. The shares shown include 14,666 shares which he has the right to acquire within 60 days under the Nonemployee Director Stock Option Plan and 11,825 shares of phantom stock held under the Nonemployee Director Phantom Stock Plan.

(4) The shares shown for Ms. Griffin include 4,000 shares which she has the right to acquire within 60 days under the Nonemployee Director Stock Option Plan.

(5) The shares shown for Mr. Hemminghaus include 14,300 shares held in a custodial account for the benefit of Mr. Hemminghaus and his wife. The shares shown include 19,666 shares which he has the right to acquire within 60 days under the Nonemployee Director Stock Option Plan and 16,351 shares of phantom stock held under the Nonemployee Director Phantom Stock Plan.

(6) The shares shown for Mr. Jenkins include 4,000 shares which he has the right to acquire within 60 days under the Nonemployee Director Stock Option Plan.

(7) The shares shown for Mr. Markantonis include 100 shares held for his benefit in a custodial account. The shares shown include 6,000 shares which he has the right to acquire within 60 days under the Nonemployee Director Stock Option Plan and 3,878 shares of phantom stock held under the Nonemployee Director Phantom Stock Plan.

(8) The shares shown for Mr. McKinney include 4,000 shares which he has the right to acquire within 60 days under the Nonemployee Director Stock Option Plan.

(9) The shares shown for Mr. Mir include 6,000 shares which he has the right to acquire within 60 days under the Nonemployee Director Stock Option Plan and 2,452 shares of phantom stock held under the Nonemployee Director Phantom Stock Plan.

(10) The shares shown for Christopher J. Pappas include 671,900 shares held for his benefit in a custodial account. The shares shown include 840,000 shares which he has the right to acquire within 60 days pursuant to stock options granted in connection with his employment by the Company and 1,000,000 shares which he has the right to acquire within 60 days upon conversion of subordinated convertible notes issued in 2001, exclusive of accrued interest which also may be converted. (See "Certain Relationships & Related Transactions" section).

(11) The shares shown for Harris J. Pappas include 671,900 shares held for his benefit in a custodial account. The shares shown include 840,000 shares which he has the right to acquire within 60 days pursuant to stock options granted in connection with his employment by the Company and 1,000,000 shares which he has the right to acquire within 60 days upon conversion of subordinated convertible notes issued in 2001, exclusive of accrued interest which also may be converted. (See "Certain Relationships & Related Transactions" section).

(12) The shares shown for Mr. Pekmezaris include 3,010 shares held for his benefit in a custodial account. The shares shown include 12,500 shares which he has the right to acquire within 60 days under the Company's stock option plans.

(13) The shares shown for Mr. Tropoli include 12,500 shares which he has the right to acquire within 60 days under the Company's stock option plans.

(14) The shares shown for Ms. Winik include 2,578 shares held for her benefit in custodial accounts. The shares shown include 16,333 shares which she has the right to acquire within 60 days under the Nonemployee Director Stock Option Plan and 14,501 shares of phantom stock held under the Nonemployee Director Phantom Stock Plan.

(15) The shares shown for Mr. Woliver include 20,416 shares held in a custodial account for the benefit of Mr. Woliver and his wife. The shares shown include 8,000 shares which he has the right to acquire within 60 days under the Nonemployee Director Stock Option Plan.

(16) The shares shown for all directors and executive officers as a group include 1,802,331 shares which they have the right to acquire within 60 days under the Company's benefit plans, 2,000,000 shares which they have the right to acquire within 60 days upon conversion of convertible notes, and 60,475 shares of phantom stock held under the Nonemployee Director Phantom Stock Plan.

PRINCIPAL SHAREHOLDERS

The following table sets forth information as to the beneficial ownership of the Company's common stock by each person or group known by the Company to own beneficially more than 5% of the outstanding shares of the Company's common stock as of September 30, 2003, and, unless otherwise indicated, is based on disclosures made by the beneficial owners in SEC filings under Section 13 of the Exchange Act:

Name and Address of Beneficial Owner (1)	Shares Beneficially Owned	Percent of Common Stock
Christopher J. Pappas (2) 642 Yale Street Houston, Texas 77007	2,511,900	9.54%
Harris J. Pappas (3) 642 Yale Street Houston, Texas 77007	2,511,900	9.54%
Berno, Gambal & Barbee, Inc. (4) 1100 North Glebe Road, Suite 1040 Arlington, Virginia 22201	2,244,200	8.53%
Dimensional Fund Advisors, Inc. (5) 1299 Ocean Avenue, 11th Floor Santa Monica, California 90401	1,493,900	5.68%

(1) Except as indicated in these notes and subject to applicable community property laws, each person named in the table owns directly the number of shares indicated and has the sole power to vote and to dispose of such shares.

(2) The shares shown for Christopher Pappas include 840,000 shares which he has the right to acquire within 60 days pursuant to stock options granted in connection with his employment by the Company and 1,000,000 shares which he has the right to acquire within 60 days upon conversion of subordinated convertible notes he purchased in 2001, exclusive of any accrued interest, which also may be converted. (See "Certain Relationships & Related Transactions" section).

(3) The shares shown for Harris Pappas include 840,000 shares which he has the right to acquire within 60 days pursuant to stock options granted in connection with his employment by the Company and 1,000,000 shares which he has the right to acquire within 60 days upon conversion of subordinated convertible notes he purchased in 2001, exclusive of any accrued interest, which also may be converted. (See "Certain Relationships & Related Transactions" section).

(4) The information pertaining to beneficial ownership by Berno, Gambal & Barbee, Inc. ("BGB") is based on information furnished to the Company by BGB. In a Schedule 13G filed with the Securities and Exchange Commission on February 14, 2003, BGB reported that, with respect to the Company's common stock, the shares shown in the table above were beneficially owned by BGB, William S. Berno, Paul Gambal and Scott L. Barbee. BGB filed a Schedule 13F-HR with the Securities and Exchange Commission on November 14, 2003, in which BGB reported that BGB has sole investment discretion as to all of the shares shown in the table and sole voting power as to 1,946,400 of the shares. In addition to the shares shown in the table, Mr. Barbee holds sole investment and voting power as to 9,000 shares of the Company's common stock.

(5) Dimensional Fund Advisors, Inc. ("Dimensional"), an investment advisor registered under Section 203 of the Investment Advisors Act of 1940, furnishes investment advice to four investment companies registered under the Investment Company Act of 1940, and serves as investment manager to certain other investment vehicles, including commingled group trusts. (These investment companies and investment vehicles are the "Portfolios"). In its role as investment advisor and investment manager, Dimensional possessed both investment and voting power over 1,493,900 shares of Luby's, Inc. stock as of September 30, 2003. The Portfolios own all securities reported in this statement, and Dimensional disclaims beneficial ownership of such securities.

Securities authorized under equity compensation plans as of August 27, 2003, were as follows:

	(a)	(b)	(c)
Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a))
Equity compensation plans approved by security holders	1,679,598	$ 11.90	935,966
Equity compensation plans not approved by security holders	2,314,185	5.08	-
Total	3,993,783	$ 7.95	935,966

Item 13. Certain Relationships and Related Transactions

The Company obtains certain services from entities owned and controlled by Christopher J. Pappas, President and Chief Executive Officer of the Company, and Harris J. Pappas, Chief Operating Officer of the Company, pursuant to the terms of an Affiliate Services Agreement dated August 28, 2001, and then amended and restated as of July 23, 2002. The types of services currently provided to the Company by these entities are the supply of goods and other services necessary for the operation of the Company. When the Affiliate Services Agreement was amended, a Master Sales Agreement with such entities was entered into, on July 23, 2002, to more properly reflect the current relationship between the Company and those entities regarding the provisions of services and goods.

During the 2003 fiscal year, the entities owned or controlled by Harris and Christopher Pappas (the "Pappas Entities") provided goods to the Company under the Master Sales Agreement in the amount of $174,000. Conversely, no services were provided in fiscal 2003 relative to the Affiliate Services Agreement. Subsequent to August 27, 2003, and through November 19, 2003, the Company incurred no costs from the Pappas Entities under either the Master Sales Agreement or the Affiliate Services Agreement.

Consistent with past practices, the Finance and Audit Committee of the Board reviewed on a quarterly basis all applicable amounts related to either the Master Sales Agreement or the Affiliate Services Agreement. That Committee is composed entirely of nonemployee directors.

The Company anticipates payments to such entities under the Affiliate Services Agreement and the Master Sales Agreement during the current fiscal year will not exceed $500,000. Such payments will be primarily for goods purchased pursuant to the terms of the Master Sales Agreement. In the opinion of the Finance and Audit Committee, the fees paid by the Company for such goods and/or services are primarily at or below the level which the Company would pay for comparable goods and/or services (if available) from a party unaffiliated with the Company.

The Company is obligated under a separate agreement dated September 28, 2001, for the lease of real property for the Company's service center from entities owned or controlled by Harris J. Pappas and Christopher J. Pappas. This lease agreement was amended on May 20, 2003, to expand the space leased by the Company. The proposal to amend the lease was investigated by the Company's Internal Audit department, evaluated by the Finance and Audit Committee of the Board, and evaluated and approved by the Board with Messrs. Pappas and Markantonis abstaining from such vote. The amount paid by the Company under this Lease Agreement was $79,000 in fiscal 2003. Subsequent to August 27, 2003, and through November 19, 2003, the Company incurred lease costs for the

service center in the amount of $20,000. The Company has contracted to pay $82,000 in rent pursuant to said Lease Agreement to such entities during the current fiscal year. The Company is obligated to pay all related repairs and maintenance, insurance, and pro-rata portion of utilities on said lease.

The Company previously leased a location from an unrelated third party. That location is used to house increased equipment inventories due to store closures under the business plan. The Company considered it more prudent to lease this location rather than to pursue purchasing a storage facility, as its strategy is to focus its capital expenditures on its operating restaurants. In a separate transaction, the third-party property owner sold the location to the Pappas Entities during the fourth quarter of fiscal 2003, with the Pappas Entities becoming the Company's landlord for that location effective August 1, 2003. The amount paid to the Pappas Entities by the Company under this lease agreement was $4,000 in fiscal 2003.

Before the end of the 2003 fiscal year, the Finance and Audit Committee of the Board approved a proposal to amend the lease for additional space. The amendment expanded the location's capacity to approximately 27,000 square feet of warehouse space. Subsequent to August 27, 2003, and through November 19, 2003, the Company incurred lease costs for the storage site of $19,000. The Company has contracted to pay $69,000 in rent pursuant to said lease agreement to the Pappas Entities during the current fiscal year. The Company is obligated to pay all related repairs and maintenance, insurance, and pro-rata portion of utilities on said lease.

In addition to the amounts paid to Christopher J. Pappas and Harris J. Pappas under the terms of said Affiliate Services Agreement, Master Sales Agreement and Lease Agreement, the Company paid rent to PHCG Investments for real property in Dallas, Texas, pursuant to the terms of a Ground Lease dated March 25, 1994. Christopher J. Pappas and Harris J. Pappas are general partners of PHCG Investments. The amount paid by the Company to PHCG Investments pursuant to the terms of said Ground Lease during the last fiscal year was $42,000. During the third quarter of fiscal 2003, the Company terminated its leasehold interest in the property pursuant to a Lease Termination Agreement with a third party unaffiliated with the Company, PHCG, Harris J. Pappas, Christopher J. Pappas, or any of their respective affiliates pursuant to which the Company received, in exchange for termination of its leasehold interest, a payment in cash, the right to remove fixtures and equipment from the premises, and the release of any future obligations under the Ground Lease. Prior to approving the Lease Termination Agreement, the Board, meeting without Christopher J. Pappas, Harris J. Pappas and Frank Markantonis, reviewed such matters as it deemed necessary to make an informed decision on the transaction, including an M.A.I. appraisal of the fair market value of the leasehold estate.

The Company entered into a Purchase Agreement with Christopher J. Pappas and Harris J. Pappas on March 9, 2001 (the "Purchase Agreement"). Pursuant to the terms of the Purchase Agreement, Messrs. Pappas became obligated to purchase subordinated convertible promissory notes (the "Pappas Notes") from the Company in the aggregate amount of $10 million upon satisfaction of certain conditions specified in the Purchase Agreement. Messrs. Pappas each purchased two convertible subordinated promissory notes dated June 29, 2001, from the Company in the face amounts of $1.5 million and $3.5 million each, resulting in the receipt of $10 million in proceeds by the Company. The Pappas Notes are unsecured, and the rights of Messrs. Pappas to receive payments under the Pappas Notes are subordinate to the rights of the Company's senior secured creditors. Prior to the default described in the succeeding paragraphs, the Pappas Notes bore interest at a variable rate of interest equal to LIBOR plus two percent. Interest is due quarterly on June 1, September 1, December 1, and March 1, and the principal is due on March 1, 2011. Exclusive of any accrued interest that may also be converted, the notes are convertible into the Company's common stock at $5.00 per share, or 2,000,000 shares, at the election of the holders at any time after January 2, 2003, and prior to the stated redemption date of March 1, 2011, or at any time that the Company tenders prepayment of such amount. The Company has the right to prepay the notes at any time without the payment of any premium or penalty.

As previously reported in the Company's Current Report on Form 8-K filed May 23, 2003, on account of the cross-default provisions in the Pappas Notes, the Company's default on its senior indebtedness constituted an event of default under the Pappas Notes. Under the terms of the Pappas Notes, the interest rate on the indebtedness represented by such notes increases to 10% per annum from the date of such default (such rate being the greater of Libor plus 2% or 10% per annum and being referred to as the "Default Rate"). The Company made the regular quarterly interest payment on the Pappas Notes on March 1, 2003, in the aggregate amount of approximately $84,000; however, under the terms of the Pappas Notes and the subordination agreement entered into by

Christopher and Harris Pappas, the Company, and the holders of the senior indebtedness in June 2001 (the "Subordination Agreement"), such amount should not have been paid to Christopher and Harris Pappas because of the existing default on the senior indebtedness. Christopher and Harris Pappas subsequently paid the March 1, 2003, interest payment to the holders of the senior indebtedness in accordance with the provisions of the Pappas Notes and the Subordination Agreement. The resulting failure of the Company to pay interest on the Pappas Notes to Christopher and Harris Pappas on March 1, 2003, and the scheduled payment dates thereafter constitute additional events of default on the Pappas Notes. Christopher and Harris Pappas worked with the Company to document a waiver of all defaults under the Pappas Notes through May 19, 2003. All rights to increased interest on the Pappas Notes through such date have also been waived. As a result, interest accrued on the Pappas Notes through May 19, 2003, at Libor plus 2% for such period (the rate in effect absent a default).

Christopher and Harris Pappas have not waived defaults from and after May 19, 2003, and after such date the interest on the Pappas Notes accrues at the Default Rate. Under the Subordination Agreement, no payments may be made in respect of principal or interest on the Pappas Notes or otherwise with respect to such Notes unless and until all defaults with respect to senior indebtedness have been cured or waived. However, the subordination provisions do not impair the legal obligation of the Company with respect to the Pappas Notes, which must be paid in full with accrued interest at the applicable rates. In addition, Christopher and Harris Pappas have expressly reserved all their rights and remedies that arise by reason of the defaults, including the right to demand immediate repayment of the Pappas Notes. The Company's two-year business plan includes the sale of certain properties, the closing of certain unprofitable cafeterias and the repayment of indebtedness, all with the goal, among others, of securing a cure (by agreement with the holders of the Company's senior indebtedness) to existing defaults with respect to the senior indebtedness. As a result of the existing default on the Pappas Notes, it will also be necessary for the Company to attempt to cure defaults with respect to the Pappas Notes (by agreement with the holders thereof or repayment of the Pappas Notes) in conjunction with such two-year business plan. Otherwise, a continuation of the defaults with respect to the Pappas Notes will continue to result in a default on the Company's senior indebtedness under existing cross-default provisions thereof.

Pursuant to the terms of the Purchase Agreement, the Company agreed to submit three persons designated by Christopher J. Pappas and Harris J. Pappas as nominees for election as directors at the 2002 Annual Meeting of Shareholders. Messrs. Pappas designated themselves and Frank Markantonis as their nominees for directors. Christopher J. Pappas and Harris J. Pappas are brothers. Mr. Markantonis is an attorney whose principal client is Pappas Restaurants, Inc., an entity controlled by Harris J. Pappas and Christopher J. Pappas.

On July 23, 2002, the Company entered into an Indemnification Agreement with each member of the Board of Directors under which the Company obligated itself to indemnify each director to the fullest extent permitted by applicable law so that he or she will continue to serve the Company free from undue concern regarding liabilities. The Company has also entered into an Indemnification Agreement with each person becoming a member of the Board of Directors since July 23, 2002. The Board of Directors has determined that uncertainties relating to liability insurance and indemnification have made it advisable to provide directors with assurance that liability protection will be available in the future.

Item 14. Principal Accountant Fees and Services

Aggregate fees for professional services rendered for the Company by the independent auditor, Ernst & Young LLP, in each of the last two fiscal years in each of the following categories were:

	2003	2002
	(In thousands)	
Audit Fees	$162	$158
Audit-Related Fees	3	14
Tax Fees	17	68
All Other Fees	9	16
Total	$191	$256

In prior years, fees were prepared on a paid basis. In 2003, fees were compiled on a billed basis. Accordingly, certain fees for fiscal year 2002 were reclassified to conform to the presentation of the current year fees.
The *Audit Fees* for the fiscal years ended August 27, 2003, and August 28, 2002, were for professional services in connection with the audits of the consolidated financial statements of the Company, review of Quarterly Reports on Form 10-Q, and consents and assistance with the review of documents filed with the SEC.

The *Audit-Related Fees* for the fiscal years ended August 27, 2003, and August 28, 2002, were mainly for assurance and related services for benefit plan audits.

Tax Fees for the fiscal years ended August 27, 2003, and August 28, 2002, were for services related to tax compliance (including the preparation of income tax returns) and claims for refund, tax planning, and tax advice (including federal and state audit assistance).

All Other Fees for the fiscal years ended August 27, 2003, and August 28, 2002, were for services rendered for certain limited scope agreed-upon procedures.

The de minimis exception was not used for any fees paid to Ernst & Young LLP.

The Finance and Audit Committee has considered whether the provision of the above services other than audit services is compatible with maintaining Ernst & Young LLP's independence.

PART IV

Item 15. Exhibits, Financial Statement Schedules, and Reports on Form 8-K

(a) Documents

1. Financial Statements

The following financial statements are filed as part of this Report:

Consolidated balance sheets at August 27, 2003, and August 28, 2002

Consolidated statements of operations for each of the three years in the period ended August 27, 2003

Consolidated statements of shareholders' equity for each of the three years in the period ended August 27, 2003

Consolidated statements of cash flows for each of the three years in the period ended August 27, 2003

Notes to consolidated financial statements

Report of independent auditors

2. Financial Statement Schedules

All schedules are omitted since the required information is not present or is not present in amounts sufficient to require submission of the schedule or because the information required is included in the financial statements and notes thereto.

3. Exhibits

The following exhibits are filed as a part of this Report:

3(a) Certificate of Incorporation of Luby's, Inc. as currently in effect (filed as Exhibit 3(b) to the Company's Quarterly Report on Form 10-Q for the quarter ended May 31, 1999, and incorporated herein by reference).

3(b) Bylaws of Luby's, Inc. as currently in effect (filed as Exhibit 3(c) to the Company's Quarterly Report on Form 10-Q for the quarter ended February 28, 1998, and incorporated herein by reference).

4(a) Description of Common Stock Purchase Rights of Luby's Cafeterias, Inc., in Form 8-A (filed April 17, 1991, effective April 26, 1991, File No. 1-8308, and incorporated herein by reference).

4(b) Amendment No. 1 dated December 19, 1991, to Rights Agreement dated April 16, 1991 (filed as Exhibit 4(b) to the Company's Quarterly Report on Form 10-Q for the quarter ended November 30, 1991, and incorporated herein by reference).

4(c) Amendment No. 2 dated February 7, 1995, to Rights Agreement dated April 16, 1991 (filed as Exhibit 4(d) to the Company's Quarterly Report on Form 10-Q for the quarter ended February 28, 1995, and incorporated herein by reference).

4(d) Amendment No. 3 dated May 29, 1995, to Rights Agreement dated April 16, 1991 (filed as Exhibit 4(d) to the Company's Quarterly Report on Form 10-Q for the quarter ended May 31, 1995, and incorporated herein by reference).

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*Denotes management contract or compensatory plan or arrangement.

(b) Reports on Form 8-K.

Form 8K dated May 23, 2003, press release announcing notification of default under its subordinated debt.

Form 8-K dated June 17, 2003 - press release announcing third quarter fiscal 2003 earnings.

Form 8-K dated June 26, 2003 - press release announcing the formal written demand made by JP Morgan Chase Bank for the Company to purchase the officer notes for approximately $1.6 million.

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.

December 20, 2003	LUBY'S, INC.
Date	(Registrant)

By:/s/Christopher J. Pappas
Christopher J. Pappas
President and Chief Executive Officer

December 20, 2003	LUBY'S, INC.
Date	(Registrant)

By:/s/Ernest Pekmezaris
Ernest Pekmezaris
Senior Vice President and
Chief Financial Officer

EXHIBIT INDEX

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Exhibit 10(gg)

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and executed between RUSH TRUCK CENTERS OF TEXAS, L.P. ("Landlord"), and LUBYS RESTUARANTS LIMITED PARTNERSHIP ("Tenant"), as of October 15, 2002 (the "Effective Date"), pursuant to the terms of which the parties hereto contract and agree as follows:

SECTION 1

Leased Premises

This Lease shall pertain to a portion of the real property located at 2301 Crockett, Houston, Harris County, Texas, (the "Crockett Street Property"), consisting of approximately 17,000 square feet, together with all rights, privileges, and appurtenances belonging to or in any way pertaining thereto (hereafter collectively referred to as the "Leased Premises"). A copy of the site plan of the Crockett Street Property, with the Leased Premises being outlined in red, is attached hereto and incorporated herein for all purposes.

SECTION 2

Initial and Renewal Terms of Lease

This Lease shall be for an initial term of one-year (the "Initial Term"), commencing on November 1, 2002 (the "Commencement Date") and ending on October 31, 2003.

Renewal; Automatic. Upon the expiration of the initial term of this Lease, provided this Lease has not been previously terminated pursuant the provisions of this Lease as may be set forth elsewhere herein, this Lease shall automatically renew for two additional one (1) year Renewal Terms, unless on or before 90 days prior to the then current Expiration Date of this Lease, either party has given notice of such party's intention not to renew this Lease for an additional one (1) year Renewal Term.

SECTION 3

Early Termination of Lease by Landlord

Landlord may at any time during any term of this Lease, upon ninety (90) days written notice (an "Early Termination Notice"), terminate and cancel this Lease, in which event this Lease shall terminate as of the date specified in such Early Termination Notice.

SECTION 4

Approved Use of Leased Premises

The Leased Premises shall be used for the purpose of storing restaurant furniture and equipment and for the assembly of restaurant equipment, including light welding, and for no other purpose. In no event shall Tenant store toxic or hazardous substances on the Leased Premises without Landlords prior written approval.

SECTION 5

Rental Payments

During the Initial Term and any Renewal Term of this Lease, Tenant shall pay Landlord, at the address of Landlord, as set forth below, or such other address as Landlord may direct in writing, Rent in the amount of $3,500 per month, on the first day of each month, commencing November 1, 2002.

Tenant shall be liable for, and Landlord may collect a late charge of five cents ($0.05) for each dollar of Rent unpaid by the eleventh (llth) day of each month, such charge to be addition to and not in lieu of any other remedy of Landlord hereunder. Tenant agrees that such charges are necessary and reasonable in light of the expenses and loss of income caused by late payments.

Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in this lease shall be deemed to be nothing more than partial payment of that month's account. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction. Nor will Landlord's acceptance of a partial payment forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.

SECTION 6

Insurance

Tenant shall obtain appropriate general liability, worker's compensation, theft and other coverage in such amounts and from such companies as are mutually agreeable to the parties to the lease. Tenant shall have complete responsibility for obtaining insurance covering all personal property stored or placed in and about the Leased Premises and Landlord shall have no responsibility for the same. Landlord shall be a named as an additional insured on each liability policy. Landlord shall maintain all insurance on the Leased Premises in such amounts and from companies, as Landlord, in Landlord's sole judgment and discretion, deems advisable and appropriate. Tenant shall have no interest in any insurance obtained by Landlord or the proceeds thereof.

Landlord and Tenant, in behalf of themselves and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard or in connection with property on or activities conducted on the Leased Premises, which are covered or required hereunder to be covered in whole or in part by insurance on the Leased Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided, that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, hereby keeping such release and waiver in full force and effect).

SECTION 7

Access of Landlord; For Sale or For Lease Signs

Tenant shall allow Landlord full and complete access to the Leased Premises for the purpose of examining the Leased Premises to ascertain that the Leased Premises is in good repair and in clean and sanitary condition. Landlord shall have the right, at all times during the term of this Lease, as it may be renewed, between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday, as well as any other hours Tenant's representatives are at the Leased Premises, to show the Leased Premises to prospective purchasers. During the last 90 days of the Initial Term or any Renewal Term, Landlord shall also have the right to show the Leased Premises to prospective lessees, unless the Lease has been renewed, as provided for herein.

SECTION 8

Operation, Care and Use of Leased Premises

Tenant shall comply with all present and future governmental laws, ordinances and regulations applicable to the use of the Leased Premises, including but not limited to compliance with all applicable federal, state, and local laws relating to protection of public health, welfare, and the environment (Environmental Laws"), with respect to Tenant's use and occupancy of the Leased Premises and Tenant shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisance or any non-compliance in, upon or connected with the Leased Premises.

Tenant shall not, without the Landlord's prior written consent, keep anything within the Leased Premises (or use the Leased Premises for any purpose) which increases the insurance premium cost or invalidates any insurance policy carried on the Leased Premises or other parts of the Property. If Landlord should consent to such use or occupancy by Tenant, Tenant shall pay on demand, as additional rent, the additional insurance premiums resulting from such use or occupancy. All property kept or stored or maintained within the Leased Premises by Tenant shall be at Tenant's sole risk.

Tenant shall take good care of the Leased Premises and keep the same in a clean and attractive condition, and free from waste, dirt, rubbish or nuisance at all times. Tenant shall keep any service-ways, and loading areas adjacent to the Leased Premises neat, clean and at all times, and shall store all trash and garbage within the Leased Premises, arranging for the regular pick-up of such trash and garbage at Tenant's expense. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only at such locations, and subject to such regulations as Landlord may from time to time prescribe.

SECTION 9

Surrender of Leased Premises Upon
Termination of Lease

Unless the Lease has been renewed as provided for herein, at the expiration of the Initial Term or any Renewal Term, Tenant shall surrender the Leased Premises in as good condition as it was in at the beginning of such term, reasonable use and wear and damages by the elements excepted.

If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. It is agreed and understood that any holding over by Tenant of the Leased Premises after the expiration of this Lease shall operate and be construed as a tenancy from month to month (the "Holdover Period") at a rental equal to 150% of the Minimum Monthly Rent herein provided, as such rental is then adjusted as herein provided (the "Holdover Rental"), and subject to any Percentage Rent. The accrual or payment of such Holdover Rental shall not provide Tenant with any rights of occupancy or any other rights under the Lease during the Holdover Period. Tenant shall remain in the possession of the Leased Premises solely at the sufferance of Landlord and Landlord shall be entitled to pursue all of its remedies against Tenant during such Holdover Period, including but not limited to seeking Tenant's eviction, notwithstanding the accrual and/or payment of such Holdover Rental.

SECTION 10

Events of Default and Landlord's Remedies

An "Event of Default" shall occur, as follows:

A. Rent. If Tenant shall be in default of the prompt payment, when due, of any installment of basic rent or additional rent.

B. Breach. If Tenant shall default in observing, performing, or keeping any term, provisions, covenant or condition of this Lease on Tenant's part to be kept, observed, or performed, other than for the payment of Rent, and shall not cure such default after Landlord gives Tenant twenty (20) days written notice thereof, or, if any default cannot be cured completely within such period, Tenant does not promptly commence to cure such default within such period and thereafter proceed with due diligence to cure the same.

C. Insolvency. If Tenant is unable to meet its obligations as they become due, is adjudicated a bankrupt, makes a general assignment for the benefit of creditors, or takes the benefit of any insolvency act, or a permanent receiver or trustee in any insolvency act, or a permanent receiver or trustee in bankruptcy is appointed for Tenant's property and such appointment is not vacated within Thirty (30) days. For these purposes, "Tenant" shall mean the Tenant then in possession of the Leased Premises.

D. Abandonment. If the Leased Premises becomes vacant or deserted for a period of Three (3) days.

E. Assignment. If this Lease is assigned or the Leased Premises sublet other than in accordance with the lease terms; provided, however, it shall not be a violation of this subsection if: (1) Tenant assigns part or all of its obligations hereunder to an entity that is an affiliate of the Tenant and which is subject to the same ultimate controlling ownership as that of the Tenant; or (2) said assignment or subletting is authorized in advance by Landlord.

Remedies Upon Default. Upon the occurrence of an Event of Default, Landlord shall be entitled, but not required, to exercise certain remedies, as follows:

A. Termination. Terminate this Lease as completely as if that were the date Landlord terminates the Lease were the date for the expiration hereof as specified in the Lease and, in such event, Tenant shall then surrender the Leased Premises to Landlord. Upon the termination of this Lease, Landlord may terminate any sublease then in effect, without the consent of the subtenant.

B. Detainer action. File a Detainer action to have Tenant removed and evicted from the Leased Premises.

C. Take Possession of Leased Premises. Without any formal demand or notice, reenter the Leased Premises by any lawful means and remove Tenant therefrom without being liable for any damages therefor.

D. Deficiency. If this Lease terminates as provided in this Section, Landlord may at any time recover from Tenant the amount by which Landlord has been damaged as a result of Tenant's default.

E. Other Lawful Remedies. Pursue any other remedy allowed by law.

Statutory Notice. Nothing in this Section shall be deemed to require Landlord to give Tenant any notice, except as required by statute, before the commencement of any unlawful detainer action for nonpayment of any basic rent or additional rent.

Time of Essence. Time is of the essence of this Lease with respect to Tenant's performance of its obligations hereunder.

SECTION 11

Security Interest and Lien on Tenant's Improvements
And Personal Leased Premises

Landlord shall have a security interest and first lien paramount to all others on every right and interest of Tenant in and to this Lease, on any improvement on or hereafter placed on the Leased Premises, and on all furnishings, equipment, fixtures, or other personal property of any kind belonging to Tenant, or the Tenant's equity therein, on the Leased Premises. The security interest and lien are granted for the purposes of securing payment of rents, taxes, assessments, charges, liens, penalties, and damages, and of securing the performance of all of Tenant's obligations under this Lease. The security interest and lien shall be in addition to all other rights granted to Landlord under present or future laws of this state. Tenant shall execute such financing statements and such other instruments as are reasonably required by Landlord to perfect such security interests.

SECTION 12

Injunctive Relief By Landlord Against Tenant
or Others - Cumulative Remedy

Any violation, attempted violation, or threatened violation of any condition of this Lease by Tenant, or anyone claiming under it, shall be remediable by injunction, which shall be a cumulative remedy in addition to every other remedy given by this Lease or by existing or future laws.

SECTION 13

Right Of Entry To Make Necessary Repairs
No Liability For Disturbance

Landlord or its agent shall be permitted to enter the Leased Premises at all reasonable times during usual business hours for the purpose of inspecting the Leased Premises and making any necessary repairs to the Leased Premises and performing any work therein that may be necessary by reason of the Tenant's default under the terms of this lease.

Landlord reserves the right to install, maintain, use repair and replace ducts, pipes wires and conduits through the walls, floors and ceilings of the Leased Premises serving other parts of the Property and the right to install, maintain, use, repair and replace equipment, signs, antennas, displays and other objects upon the roof of the Leased Premises.

Nothing herein shall imply any duty upon the part of the Landlord to do any such work which under any provision of this Lease the Tenant may be required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default. Landlord may during the progress of any work on or in the Leased Premises keep and store upon the Leased Premises all necessary materials, tools and equipment.

Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant or the subtenants of Tenant by reason of making such repairs or the performance of any such work on or in the Leased Premises, or on account of bringing materials, supplies, and equipment into or through the Leased Premises during the course of such work, and the obligations of Tenant under this lease shall not thereby be affected in any manner.

SECTION 14

Destruction By Casualty

(Election To Discontinue Operations)

In the event of a casualty to the Leased Premises, Landlord shall not be obligated to restore the Leased Premises. In addition, all insurance proceeds covering such casualty, under any policy relating to the Leased Premises, shall become the property of Landlord. Tenant shall co-operate fully in assisting Landlord in the processing of any claims, and shall make such assignments and sign such other documents as are required by an insurer to give effect to this Lease. However, in the event any portion of the Leased Premises is damaged or destroyed to such an extent that Tenant, in its sole discretion, elects to discontinue operations, or shall Landlord, in its sole discretion, elect not to restore the Leased Premises, either party may cancel this Lease by giving the other party notice of its election and this Lease shall terminate and shall become null and void Thirty (30) days after said notice.

SECTION 15

Rental & Security Deposit

No security deposit or other rent prepayment is due and payable pursuant to the terms of this Lease.

SECTION 16

Severability

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 17

Cumulative Remedies

The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise, and may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

SECTION 18

Taxes and Utilities

Landlord shall pay all current real estate taxes and special assessments lawfully levied or assessed against the Leased Premises. Tenant shall pay all current personal property taxes and special assessments levied or assessed against all personal property placed by Tenant in and about the Leased Premises. Landlord shall pay for the existing utilities furnished to the Leased Premises, but shall not be required to provide for any additional utilities. Landlord shall not be liable for any interruption whatsoever, nor shall Tenant be entitled to claim any right of offset due to any interruption of service. Tenant's sole remedy in the event of an interruption in utility service, which lasts longer than 7 consecutive days is to terminate this Lease by written notice, in which event this Lease shall terminate on the latter of 10 days after the date of such notice or the date Tenant vacates the Leased Premises after having given such notice of termination. In no event shall Tenant be entitled to a return or refund of Rent paid prior to such termination.

SECTION 19

Alterations and Improvements

Tenant shall not create any openings in the roof or exterior walls, nor make any alterations or capital improvements to the Leased Premises without the prior consent of the Landlord. All non-structural alterations, additions and improvements that are made by Tenant shall become the property of Landlord at the termination of the Lease; however, the Tenant shall promptly remove, if Landlord at its sole option so elects, all alterations, additions and improvements, and any other property placed in the Leased Premises by Tenant, who shall be responsible for any damage caused by such removal. Tenant has erected a fence separating the Leased Premises from the remainder of the building in which the Leased Premises is located. Unless otherwise instructed by Landlord, Tenant shall remove the fence at the termination of the Lease and repair any damage to the Leased Premises caused by such removal. Tenant understands that Landlord may lease space adjoining the Leased Premises to other tenants and that in the course of such activities, may erect a more permanent and substantial partition separating the Leased Premises from such other space. In such event. Landlord shall have the right to remove the fence in order to replace the fence with a more permanent and substantial partition, without any liability to Tenant for such removal and/or destruction of the fence and Landlord shall have the right to enter into and upon the Leased Premises for the purpose of constructing such partition.

SECTION 20

Waiver of Subrogation

Both parties hereto waive any and every claim which arises or may arise in this favor and against the other party hereto during the terms of this Lease or any renewal term thereof for any and all loss of, or damage to any of its property located within or upon, or constituting a part of, the Leased Premises, which loss or damage is converted by valid and collectible fire and extended coverage insurance policy, to the extent that such loss or damage is recoverable under said policy. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as the above-stated mutual waivers will preclude the assignment of any claim by way of subrogation or otherwise to an insurance company (or any other person), each party hereto hereby agrees immediately to give each insurance company which has issued to its policies of fire and extended coverage insurance written notice of the terms of said mutual waivers, and to have said policies properly endorsed, if necessary, to prevent the invalidation of the coverage by reason of said waivers.

SECTION 21

Quiet Enjoyment

Landlord warrants that it has full right and power to execute and perform this Lease and that the Tenant, on payment of the rent and performing its covenants hereunder, shall peacefully and quietly have, hold and enjoy the Leased Premises during the full term of this Lease has any extension or renewal hereof. Notwithstanding the foregoing. Tenant understands that Landlord may lease other portions of the Crockett Street Property to other tenants and Tenant agrees that Landlord shall have no obligation to provide Tenant with any security with respect to such other Tenants or the public in general and Tenant agrees to be solely responsible for its own security and the security of its property located in or about the Leased Premises and to provide its own insurance coverage to protect itself against any losses as the result of any theft or destruction, which may be caused by such other Tenants, their agents and invitees. Tenant's sole remedy for a violation of the warranty and covenant of quiet enjoyment shall be to terminate this Lease.

SECTION 22

Parties Have Relationship Of Landlord and Tenant

Not Principal-Agent, Partners, or Joint Venturers

Nothing contained in this Lease shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant. It is expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

SECTION 23

Indemnity

Landlord shall not be liable for and Tenant agrees to indemnify and save harmless Landlord and its affiliates and their agents, servants, directors, officers and employees (collectively, the "Indemnitees") from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property occurring on, in, or about the Leased Premises or by reason of any other claim whatsoever of any person or party occasioned by any act or omission on the part of Tenant or any invitee, patron, licensee, employee, director, officer, agent, servant, owner, contractor, subcontractor, or tenant of Tenant, or on the part of any person entering the Leased Premises under the expressed or implied invitation of Tenant, or any breach, violation or nonperformance of any covenant of Tenant under this Lease, whether such liability, claims, suits, costs, injuries, deaths, or damages arise from or are attributed to the concurrent negligence of any Indemnitee. If any action or proceeding shall be brought by or against any Indemnitee in connection with any such liability or claim, Tenant, on notice from the Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to the Indemnitee. The provisions of this Section shall apply to all activities of Tenant with respect to the Leased Premises, whether occurring before or after execution of the Lease. Tenant's obligations under this Section shall not be limited to the limits or coverage of insurance maintained or required to be maintained by Tenant under this Lease.

SECTION 24

Eminent Domain

If more than ten percent (10%) of the floor area of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, either party may terminate this Lease and the rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority. In no event shall Tenant have any interest in or claim to any award by any condemning authority, with the right to all such awards being the sole property of Landlord.

SECTION 25

Miscellaneous Terms And Provisions

This Lease shall be subject to miscellaneous terms and provisions, as follows:

A. Amendment. This Lease shall not be amended, modified, superceded or cancelled unless in writing and signed by the parties referring to this Lease and demonstrating intent to so amend, modify, supercede or cancel it.

B. Binding Effect. This Lease shall be binding and conclusive upon and inure to the benefit of and be enforceable by the respective parties hereto and their successors and assigns.

C. Construction. This Lease represents the mutual agreement of the parties and shall not be construed more strongly against or in favor of either party.

D. Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall be construed together and shall constitute one instrument. This Lease shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of the parties reflected hereon as signatories.

E. Damages; Limitation. To the maximum extent permitted by applicable law, no party nor any of its affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information) arising from or in connection with this Lease or any of the Documents, or any breach of the terms thereof, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. This exclusion of liability does not apply to a party's liability to another party for: (i) willful misconduct; (ii) violation of any indemnity provisions of this Lease; or (iii) violation of its confidentiality obligation or of another party's intellectual property rights.

F. Entire Agreement. This Lease, together with any schedules and other documents to which it refers, supersedes any and all other agreements, either oral or in writing, between or among the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Lease acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not invited herein and that no other agreement, statement or promise not contained in this Lease shall be valid or binding.

G. Execution and Delivery by Facsimile Transmission. If this Lease or any document executed in connection with this Lease is delivered by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen (a "fax"), such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this document transmitted by way of a facsimile machine shall be considered for all purposes as an original signature. Any such faxed document shall be considered to have the same binding legal effect as an original document. At the request of any party, any faxed document shall be re-executed by each signatory party in an original form.

H. Execution of Other Documents; Further Action. Each party shall, on demand, execute or obtain such other documents or instruments and corrective filings or instruments and use all commercially reasonable efforts to do or cause such other things as may be reasonably necessary or desirable to effect the provisions and purposes of this Lease.

I. Expenses of Negotiation. Whether or not the transactions contemplated hereby are consummated, each of the parties will pay all costs and expenses of its or his performance of and compliance with this Lease.

J. Fees and Expenses of Actions. If any arbitration proceeding, administrative proceeding or any legal action, at law or in equity (an "Action"), is commenced, including an Action for declaratory relief, to enforce or interpret the terms of this Lease, or any document or instrument executed in connection with or pursuant to this Lease, or involving any controversy or claim between or among the parties to this Lease, whether sounding in contract, tort or statute, whether through arbitration, probate, bankruptcy, receivership or other judicial or administrative proceeding, the prevailing party in such Action (the "Prevailing Party") shall be entitled to recover reasonable attorney's fees, paralegal costs, expert witness and consulting expert fees and costs, and other expenses, costs and necessary disbursements incurred by such Prevailing Party in the investigation, preparation, pursuit or defense of any claim asserted by any party in such Action (including allocated costs for in-house legal services), in addition to any other relief to which the Prevailing Party may be otherwise entitled, at law or hereunder, in the amount determined by the fact-finder (s) or arbitrator (s).

K. Force Majure. Whenever a period of time is herein provided for Landlord to do or perform any act or thing. Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such periods of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, national emergency, acts of public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond Landlord's reasonable control.

L. Gender and Number. Unless otherwise required by context, the genders shall include each other and the singular shall include the plural and the plural the singular.

M. Headings, Etc. Headings, table of contents, captions, titles and marginal notations are for convenience only and shall not limit or restrict the interpretation or construction of the passage(s) to which such headings, table of contents, captions, titles and notations may relate.

N. Governing Law; Jurisdiction and Venue; Performance. Except to the extent that the laws of the United States may apply or otherwise control this Lease, the rights and obligations of the parties hereunder shall be governed by, construed and interpreted in accordance with the laws of the State of Texas, without regard to conflict of law principals. Bexar County, Texas shall be the proper place of venue to enforce payment under the performance of this Lease.

O. Schedules, Addenda and Exhibits. All schedules, addenda and exhibits shall be a part of this Lease for all purposes. Schedules, addenda and exhibits shall be changed from time to time as the parties may agree. When schedules, addenda and exhibits are changed, they shall be redrafted in accordance with agreed changes, dated as of the effective date of such change and signed by the parties. Copies of changed schedules, addenda and exhibits shall be furnished to each party and such changed schedules and exhibits shall become a part of this Lease for all purposes. Schedules, addenda and exhibits, which have been changed, shall cease to be a part of this Lease, and the most recently dated schedule, addendum and exhibit, signed by all parties, shall govern.

P. Survival of Covenants. All covenants, agreements, representations and warranties made by a party to this Lease, and in any other documents, schedules or instruments referred to herein shall survive the execution and delivery of this Lease. All such covenants, agreements, representations and warranties shall be binding upon any successors and assigns of the party giving the same.

Q. Third Party Beneficiaries; None Created. Nothing express or implied in this Lease is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto and the respective successors or assigns of the parties hereto, any rights, remedies, obligations or liabilities whatsoever.

R. Waiver. No waiver of any term of this Lease shall be valid unless it is in writing and signed by both parties. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right to enforce the same. No waiver by any party of any condition contained in this Lease, or of the breach of any term, provision, representation, warranty or covenant contained in this Lease, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or as a waiver of any other condition or of the breach of any other term, provision, representation, warranty or covenant.

S. Notices. Any notice to be given or to be served upon any party hereto, in connection with this instrument, must be in writing and may be given in person or by: courier; overnight delivery service or Express Mail; facsimile transmission;

or, certified or registered mail. Such notice shall be deemed to have been given and received: when actually received, in the case of hand delivery, overnight delivery service or Express Mail; when a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail;

and, if given by facsimile transmission, it shall be deemed to have been given when its transmission is confirmed by the transmitting facsimile machine as received by the party to whom it is addressed. Any party hereto may, at any time by giving five (5) days written notice to the other party hereto, designate any other address and/or facsimile telephone number in substitution of the following address and facsimile telephone number to which such notice shall be given:

TO: Landlord

Mailing Address:
Rush Truck Centers of Texas, L.P.
c/o Rush Enterprises, Inc.
P.O. Box 34630
San Antonio, TX 78265-4630
Attention: Legal Department

Physical Address:
Rush Truck Centers of Texas, L.P.
c/o Rush Enterprises, Inc.
555 South IH 35
New Braunfels, Texas 78130
Attention: Legal Department
TELECOPY NO.: (830) 626-5307

TO: Tenant

Mailing and Physical Address:
Lubys, Inc.
2211 N.E. Loop 410
San Antonio, Texas 78217-4673
Attention: Real Estate Department
TELECOPY NO.: (210) 871-7464

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES OF PARTIES ON NEXT PAGE]

SECTION 26

Status of Leased Premises

TENANT ACKNOWLEDGES THAT IT HAS FULLY INSPECTED THE LEASED PREMISES. TENANT HEREBY ACCEPTS THE LEASED PREMISES "AS IS" AND ACKNOWLEDGES THAT THE LEASED PREMISES IS SUITABLE FOR THE PURPOSES FOR WHICH THE SAME ARE LEASED IN THEIR PRESENT CONDITION.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

In agreement whereof, the parties execute this Lease in multiple originals as of the Effective Date.

TENANT:
LUBYS RESTAURANTS
LIMITED PARTNERSHIP
BY: LUBYS, INC.,
ITS GENERAL PARTNER

By: /s/Peter Tropoli

Name: Peter Tropoli
Title: Senior V.P.

LANDLORD:
RUSH TRUCK CENTER OF TEXAS,
OF TEXAS, L.P.
BY: RUSHTEX, INC.,
ITS GENERAL PARTNER

By: /s/W.M. RUSH

W.M. "Rusty" Rush,
President

FIRST AMENDMENT TO
LEASE AGREEMENT

This First Amendment to Lease Agreement (the "Amendment") is entered into between **PAPPAS RESTAURANTS, INC.**, a Texas corporation, herein called "Landlord", and **LUBY'S RESTAURANTS LIMITED PARTNERSHIP**, as "Tenant, to be effective August 1, 2003, for the purpose of amending that one certain Lease Agreement entered into between Rush Truck Centers of Texas, L.P., predecessor-in-interest to Landlord, and Tenant effective October 15, 2002 (the "Lease", including all addendum thereto). The terms of this Amendment shall be construed as a part of the terms of the Lease in all respects. In the event the terms, covenants or conditions of this Amendment conflict with the terms, covenants or conditions of the Lease, the terms of this Amendment shall control.

WHEREAS, Tenant has requested, and Landlord has agreed, to lease an additional 10,000 square feet of warehouse space contiguous to the existing Leased Premises ("Additional Space"), in accordance with the terms of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual agreements set out hereunder and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. The recital set forth above is true and correct.

2. The Leased Premises shall mean 27,000 square feet of warehouse space located at 2301 Crockett Street, as more particularly described on Exhibit "A", attached hereto.

3. Effective as of August 1, 2003, the monthly rent identified in Section 5 of the Lease shall be increased to Five Thousand Five Hundred Fifty-Nine and No/100 Dollars ($5,559.00).

4. At Tenant's option and expense, Tenant may finish out the Additional Space, in accordance with the requirements of Section 19 of the Lease.

5. Landlord and Tenant confirm and agree that, in ail other respects, the Lease remains in full force and effect.

6. Except as otherwise defined herein, all terms used herein shall have the same meaning as they have in the Lease.

7. The parties agree that for purposes of the execution of this Amendment, facsimile copies of signatures shall be sufficient to bind the parties hereto.

8. This Amendment may be executed in multiple counterparts, each of which shall be fully executed as an original and all of which together shall constitute one and the same instrument. The counterparts bearing facsimile signatures shall be deemed to constitute originals and shall bind the parties hereto.

EXECUTED in multiple originals to be effective as of the date set forth above.

PAPPAS RESTAURANTS, INC.,
a Texas corporation

By: /s/Frank Hubbard
Name: Frank Hubbard
Title: Controller

LUBY'S RESTAURANTS LIMITED PARTNERSHIP,
a Texas limited partnership

By: LUBY'S MANAGEMENT, INC.,
a Delaware corporation, General Partner

By: /s/Bill Gordon
Bill Gordon
Vice President-Real Estate

Exhibit 11

WEIGHTED-AVERAGE SHARES OUTSTANDING FOR THE COMPUTATION OF PER SHARE EARNINGS

The following is a computation of the weighted-average number of shares outstanding which is used in the computation of per share earnings for Luby's, Inc. for the quarter and year ended August 27, 2003, and August 28, 2002.

Quarter ended August 27, 2003:	
22,456,296 x shares outstanding for 112 days	2,515,105,152
Divided by total number of days	112
Weighted-average number of shares outstanding - basic	22,456,296
Year ended August 27, 2003:	
22,433,043 x shares outstanding for 58 days	1,301,116,494
22,448,574 x shares outstanding for 98 days	2,199,960,252
22,456,296 x shares outstanding for 208 days	4,670,909,568
	8,171,986,314
Divided by total number of days	364
Weighted-average number of shares outstanding - basic	22,450,512
Quarter ended August 28, 2002:	
22,433,043 x shares outstanding for 112 days	2,512,500,816
Divided by total number of days	112
Weighted-average number of shares outstanding - basic	22,433,043
Year ended August 28, 2002:	
22,422,943 x shares outstanding for 118 days	2,645,907,274
22,423,043 x shares outstanding for 76 days	1,704,151,268
22,433,043 x shares outstanding for 168 days	3,768,751,224
	8,118,809,766
Divided by total number of days	362
Weighted-average number of shares outstanding - basic	22,427,651

Exhibit 14(a)

LUBY'S, INC.

POLICY GUIDE ON STANDARDS OF CONDUCT AND ETHICS
Dated August 21, 2003

Luby's, Inc. ("Luby's" or the "Company") prides itself on the quality of its employees, officers and directors. Recognizing the demands and questions which may confront employees, officers and directors, Luby's Board of Directors has adopted this Policy Guide on Standards of Conduct and Ethics (Policy Guide). Among other things, this Policy Guide prohibits employees, officers and directors from engaging in any activity, practice, or conduct which conflicts with the interests of Luby's, its customers, or its suppliers or which may constitute a violation of applicable laws or the highest ethical standards of doing business. This Policy Guide applies to all employees and officers of Luby's and its subsidiaries and affiliates. In addition, this Policy Guide applies to all members of the Board of Directors of Luby's and its subsidiaries and affiliates in regard to their activities and duties as directors of Luby's and its subsidiaries and affiliates.

It is impossible to describe all of the situations that may give rise to either the reality or appearance of inappropriate or illegal conduct. The prohibitions in this Policy Guide are some of the most clear-cut examples and are not exhaustive. All applicable persons are expected to know the contents of this Policy Guide and to conduct themselves accordingly. Violations of these standards of conduct or conduct that is inconsistent with the spirit of this Policy Guide will result in discipline, including possible termination. Any questions regarding these standards should be immediately directed to the Senior Vice President responsible for the employee's area and/or the Senior Vice President-Administration.

LEGAL COMPLIANCE

It is Luby's policy to obey the law, both in letter and in spirit. All employees, officers and directors must obey all foreign and domestic laws, rules and regulations in the conduct of Luby's business and must refrain from entering into any transaction in the conduct of Luby's business that the employee knows or reasonably should know would violate any law, rule or regulation. Neither Luby's nor its employees, officers or directors should assist any third party in violating any foreign or domestic law, rule or regulation in the conduct of Luby's business.

CONFLICT OF INTEREST

A conflict of interest exists when an individual's private interest interferes in any way, or even appears to interfere, with the interests of the Company. A conflict situation can arise when an employee, officer or director takes actions or has interests that make it difficult to perform his or her work for the Company objectively and effectively. Conflicts of interest may also arise when an employee, officer or director, or a member of his or her family, receives improper personal benefits as a result of his or her position in the Company. Loans to, or guarantees of obligations of, employees, directors and officers and their family members are of particular concern in creating conflicts of interest.

Conflicts of interest are prohibited as a matter of Company policy, unless disclosed to and approved by the Board of Directors or permitted under guidelines approved by the Board of Directors. Conflicts of interest may not always be clear-cut, so if you have a question, you should consult with higher levels of management. Any employee, officer or director who becomes aware of a conflict or potential conflict should bring it to the attention of a supervisor, manager or other appropriate personnel.

Conflicts of interest commonly arise in the following situations:

- When an employee, officer or director or a member of his or her immediate family has a significant financial interest in, or obligation to, an actual or potential competitor or supplier of Luby's;
- When an employee, officer or director conducts business on behalf of Luby's with a supplier and has a relative that represents the supplier;
- When an employee, officer or director has an employment or consulting relationship with a supplier or competitor;
- When an employee, officer or director or a member of his or her immediate family, or any other

person designated by him gives to or accepts gifts of more than token value from an actual or potential competitor or supplier.

In most cases, a conflict of interest arises when an employee, officer or director has any business connection with a competitor, customer or supplier of the Company, except on behalf of the Company. Each employee, officer and director and each member of his or her immediate family is expected to avoid any significant financial interest or association that might interfere or might appear to interfere with his or her independent exercise of judgment in Luby's best interests. An interest amounting to one percent (1%) or less of any class of securities listed on a national stock exchange or which is regularly traded over-the-counter will not be regarded as a "significant" financial interest. Any interest in the stock, of a competitor or supplier, which is not publicly traded, must be treated as "significant" and must be disclosed.

Employees, officers and directors may not accept any employment or consultant relationship with any organization that does business with, or competes with, Luby's, unless such relationship is disclosed to and approved by the Board of Directors or permitted under guidelines approved by the Board of Directors. This includes serving as a director, advisor, or consultant unless the activity is conducted as a representative of Luby's.

Employees, officers and directors and their immediate families may not accept fees or gifts, including travel or entertainment, whenever these fees or gifts could reasonably be deemed by others to influence the judgment of the employee, officer or director in the conduct of Luby's business.

Any conflict or potential conflict of interest involving a director or officer must be immediately disclosed to the Chairman of the Board. In the case of an employee, it must be disclosed to the Senior Vice President responsible for the employee's area and/or the Senior Vice President-Administration. When an employee, officer or director confronts a possible conflict of interest situation, prompt and full disclosure is the correct first step to solving the problem.

CORPORATE OPPORTUNITIES

Employees, officers and directors are prohibited from taking for themselves personally opportunities that are discovered through the use of corporate property, information or position. No employee, officer or director may use corporate property, information or position for personal gain, and no employee, officer or director may compete with the Company directly or indirectly. Employees, officers and directors owe a duty to the Company to advance its legitimate interests when the opportunity to do so arises.

NONDISCLOSURE OF COMPANY INFORMATION

Information concerning Luby's business activities and Luby's customers must be kept confidential. This includes any information relating to Company business or personnel matters, and all non-public information entrusted to an employee, officer or director by the Company or its customers that might be of use to competitors or harmful to the Company or its customers, if disclosed. The disclosure of this information outside the Company could seriously damage the interests of the Company or its customers. Confidential information includes, but is not limited to, the following: financial, statistical, or operational data; food preparation procedures; specifications or recipes; patterns, blue prints or drawings; computer programs; compilations of information; training materials; marketing data; research plans; or any other strategic or operational plans relating to Luby's business. Safeguarding this information is everyone's responsibility. To protect this information, it is Company policy that confidential information of the Company should be disclosed within the Company only on a need-to-know basis. Confidential information of the Company should be disclosed outside the Company only when required by law or when necessary to further the Company's business activities and in accordance with the Company's disclosure guidelines. Employees, officers and directors shall not, at any time, discuss Luby's related business or personnel matters with third parties, including, but not limited to: members of the media, business community, financial community, or through internet message boards and chat rooms.

INSIDE INFORMATION AND TRADING IN SECURITIES

Until released to the public, material or significant information concerning Luby's results of operation, plans, budgets, forecast, successes or failure, or financial information of any kind is considered "inside" information. For any person to use this information for personal benefit or to disclose it to others outside Luby's violates Luby's interests.

Several rigidly enforced complex laws and regulations are intended to prevent misuse of corporate information by regulating the manner in which securities are bought or sold. Particularly important are the "truth-in-disclosure" and "antifraud" rules of the Securities and Exchange Commission, which are designed primarily to protect the investing public.

Under the "truth-in disclosure" and "antifraud" rules, anyone who is in possession of material inside information is an "insider." This includes not only knowledgeable directors and officers, but also non-management employees and persons outside Luby's (spouses, friends, brokers, etc.) who may have acquired the information through tips. These rules prohibit insiders from trading in or recommending Luby's stock while such material inside information remains undisclosed to the general public.

Please note that the rules apply only to material inside information. The inside information possessed by an individual is "material" if it is important enough to affect that individual's or anyone else's decision to buy, sell, or hold Luby's stock.

Some individuals may not realize that they possess "material inside information." All information pertaining to sale, cost, customer counts, location, trend, etc. can be "material" even though the individual may not be aware of the eventual effect on corporate earnings.

An insider is allowed to get back into the market only after the material inside information has been publicly disclosed, and then only after a reasonable time has been allowed for the information to be absorbed by the public. Insider trading is both unethical and illegal.

Luby's has well defined channels through which data must flow to the public. No disclosure of material inside information should be made without the approval of Luby's Chief Financial Officer or Chief Executive Officer.

The following guidelines are established to help Luby's employees comply with Luby's policy and avoid the penalties for breach of the federal securities laws, as well as the resulting criticism and embarrassment to the individual and to Luby's:

- A Luby's employee must not disclose material inside information to anyone, except to persons within Luby's whose positions require them to know it, until Luby's has publicly released it.
- A Luby's employee should not place an order to purchase or sell Luby's stock when he or she has knowledge of material inside information concerning Luby's that has not been disclosed to the public. He or she should wait until the information has been publicly released and the public has had sufficient time to absorb it.
- A Luby's employee should not place an order to purchase or sell a security of another corporation, when he or she is aware that its value is likely to be affected by Luby's actions that have not been publicly disclosed. For example, it would be a violation of the "antifraud" rules if he or she were aware of some impending or completed action involving Luby's and another Company and then bought stock in the other Company because of the likely increase in its value.

The foregoing is a general statement of policy regarding trading in Luby's securities by employees, officers and directors. The Board of Directors has adopted more specific policies and procedures applicable to insider trading. All employees and officers are required to obey the rules set forth in the Statement of Policy - Trading Activities of Employees. All directors and executive officers are required to obey the rules set forth in the Statement of Policy - Trading Activities of Directors and Executive Officers (Insider Trading), including without limitation the prohibition on trading in the Company's securities during specified "blackout periods" and the requirement to obtain prior approval from the Vice President-Shareholder Relations for all trades in the Company's securities outside of the "blackout periods."

MAINTAINING CONFIDENTIALITY

All inside information as discussed above, plus all other information learned by virtue of a person's relationship with Luby's, about Luby's, its customers, or its suppliers is confidential. Luby's records and other proprietary information, including performance data, cost data, customer list, computer program, pricing information, recipes, and marketing plans are confidential.

Confidential information must not be used for personal benefit, shared with outside persons, or used for any purpose other than the conduct of Luby's business. Confidential information must not be released to the public by any means including print, broadcast, or electronic media (e.g. Internet or e-mail) without the approval of Luby's Chief Financial Officer or Chief Executive Officer.

SAFEGUARDING LUBY'S PROPERTY AND RECORDS

Supplies, equipment, materials, and inventories purchased with Luby's money are to be used for Luby's purposes. All employees, officers and directors should safeguard this property from loss, damage, theft, carelessness and waste and ensure its efficient use. Loss, damage, theft, carelessness, waste and inefficient use have a direct impact on the Company's profitability. Employees, officers and directors must never take property for personal use or gain, nor may Luby's property be given away, sold, or traded without proper authorization.

Personnel who receive or disburse money as a part of their jobs have a special obligation to follow established procedures to ensure proper use and recording of funds. These procedures are designed to protect the employee as well as Luby's assets.

Employees, officers and directors who prepare Luby's records and reports should exert their best efforts to see that these documents are accurate and complete, safeguarded from loss or destruction, retained for specific periods of time, and maintained in confidence.

Deliberate falsification or alteration of Luby's documents and destruction of documents required to be prepared and maintained by law are prohibited.

Employees, officers and directors must not intentionally falsify, misrepresent, or give misleading information in any internal or external Luby's communication, report, or document of any kind.

RECORD-KEEPING

Each Employee, officer and director shall ensure that all information he or she records or reports pertaining to the business of the Company shall be recorded and reported honestly and accurately and in a manner designed to permit the Company to make responsible business decisions. For example, employees, officers and directors who use business expense accounts must document and record such expenses accurately and honestly.

Books, records, accounts and financial statements of the Company must appropriately reflect the Company' s transactions and must conform to applicable legal requirements and the Company's system of internal controls. Unrecorded or "off the books" funds or assets should not be maintained unless permitted by applicable law or regulation.

Records should always be retained or destroyed according to the Company's record retention policies. In accordance with those policies, in the event of litigation or governmental investigation, please consult with the Senior Vice President-Administration.

FAIR DEALING

Each employee, officer and director should endeavor to deal fairly with the Company's customers, suppliers, competitors and employees. None should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice.

OTHER SPECIFICS

Bribery, or the giving of money or anything else of value in an attempt to influence the action of a public official, is unlawful. Employees, officers and directors shall not pay any bribe or make any other illegal payment on behalf of Luby's, no matter how small the amount. This prohibition extends to payments to consultants, agents or other intermediaries when the employee, officer or director has reason to believe that some part of the payment or "fee" will be used for a bribe or otherwise to influence government action.

A kickback is defined as any money, fee, commission, credit, large gift, gratuity, something of value, or consideration of any kind that is provided for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract. Employees, officers and directors are strictly prohibited from offering, soliciting, or accepting any kickback.

Political contributions by corporations are unlawful. While individual participation in the political process and in campaign contributions is proper and is encouraged by Luby's, contributions by employees, officers and directors must not be made with Luby's funds nor be reimbursed from Luby's funds. This includes "services and goods" such as secretarial help, food, etc. Fines and jail sentences may be imposed on employees, officers and directors who violate the political contribution law, and Luby's may be fined.

REPORTING

Employees, officers and directors are encouraged to talk to supervisors, managers or other appropriate personnel about observed illegal or unethical behavior and when in doubt about the best course of action in a particular situation. The Company does not tolerate retaliation for reports of misconduct by others made in good faith by employees. The Company's Employee Complaint Procedures for Accounting and Auditing Matters explains the Company's procedures for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters. Any employee may submit a good faith concern regarding questionable accounting or auditing matters without fear of dismissal or retaliation of any kind. Any employee who thinks he or she may be in violation of the foregoing Standards of Conduct or could be involved with activity inconsistent with the spirit of this Policy Guide should seek advice from the Senior Vice President responsible for his or her area and/or the Senior Vice President-Administration.

WAIVERS OF THESE STANDARDS OF CONDUCT

Any waiver of these Standards of Conduct for directors or executive officers may be made only by the Board of Directors or a committee of the Board and will be promptly disclosed to Luby's shareholders to the extent required by law, rule or regulation, including without limitation the rules and regulations of the Securities and Exchange Commission and the New York Stock Exchange.

Exhibit 14(b)

LUBY'S, INC.

SUPPLEMENTAL STANDARDS OF CONDUCT AND ETHICS FOR THE CEO, CFO, CONTROLLER, AND ALL SENIOR FINANCIAL OFFICERS
Dated August 21, 2003

In addition to the Policy Guide on Standards of Conduct and Ethics that applies to all employees, officers and directors of the Company, the supplemental standards set forth herein shall apply to the Chief Executive Officer, Chief Financial Officer, Controller, and all senior financial officers. For such officers, the following standards shall supplement the standards set forth in the Policy Guide on Standards of Conduct and Ethics:

1. The CEO, CFO, Controller, and all senior financial officers shall engage in and promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;

2. The CEO, CFO, Controller, and all senior financial officers shall avoid conflicts of interest and disclose to the Board of Directors any material transaction or relationship that reasonably could be expected to give rise to such a conflict;

3. The CEO, CFO, Controller, and all senior financial officers shall take all reasonable measures to protect the confidentiality of non-public information about Luby's and its subsidiaries and their customers and to prevent the unauthorized disclosure of such information unless required by applicable law or regulation or legal or regulatory process;

4. The CEO, CFO, Controller, and all senior financial officers bear the responsibility to promote and produce full, fair, accurate, timely and understandable disclosure in reports and documents that Luby's files with, or submits to, the Securities and Exchange Commission and other regulators and in all public communications made by Luby's. The CEO, CFO, Controller, and all senior financial officers shall promptly bring to the attention of the Disclosure Committee any material information of which he or she may become aware that affects the disclosures made by the Company in its public filings or otherwise assist the Disclosure Committee in fulfilling its responsibilities as specified in the Disclosure Committee's charter.

5. The CEO, CFO, Controller, and all senior financial officers shall comply with all securities laws and other laws, rules and regulations applicable to the Company and the operation of its business, and shall promptly report to the Finance and Audit Committee any information he or she may have concerning a possible material violation of securities laws and other laws, rules and regulations applicable to the Company and the operation of its business by the Company or any agent thereof.

6. The CEO, CFO, Controller, and all senior financial officers shall comply with the Policy Guide on Standards of Conduct and Ethics and these supplemental standards and shall promptly report to the Finance and Audit Committee any information he or she may have concerning any violation of the Policy Guide on Standards of Conduct and Ethics and these supplemental standards.

7. The CEO, CFO, Controller, and all senior financial officers shall promptly report to the Disclosure Committee and the Finance and Audit Committee any information he or she may have concerning (a) significant deficiencies in the design or operation of internal controls which could adversely affect the Company's ability to record, process, summarize and report financial data or (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's financial reporting, disclosures or internal controls.

8. The CEO, CFO, Controller, and all senior financial officers shall not directly or indirectly take any action to fraudulently influence, coerce, manipulate or mislead the Company's independent auditors for the purpose of rendering the financial statements of Luby's or its subsidiaries misleading.

9. The CEO, CFO, Controller, and all senior financial officers will be held accountable for adherence to the Policy Guide on Standards of Conduct and Ethics and these supplemental standards, and failure to observe all of provisions of the Policy Guide on Standards of Conduct and Ethics and these supplemental standards will result in disciplinary action, up to and including termination of employment or service with the Company. Violations of the Policy Guide on Standards of Conduct and Ethics and these supplemental standards may also constitute violations of law and may result in civil and criminal penalties. In the event of a violation of the Policy Guide on Standards of Conduct and Ethics or these supplemental standards, the Board of Directors or an authorized committee of the Board shall determine the appropriate response that is reasonably designed to deter wrongdoing and to promote accountability for adherence the Policy Guide on Standards of Conduct and Ethics and these supplemental standards.

10. Any waiver of these supplemental standards for the Chief Executive Officer, Chief Financial Officer or the Controller may be made only by the Board of Directors or a committee of the Board and will be promptly disclosed to Luby's shareholders as required by law, rule or regulation, including without limitation the rules and regulations of the Securities and Exchange Commission and the New York Stock Exchange.

Exhibit 31

Certification
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Christopher J. Pappas, certify that:

1. I have reviewed this Annual Report on Form 10-K/A of Luby's, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects, the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 22, 2003

/s/Christopher J. Pappas
Christopher J. Pappas
President and Chief Executive Officer

A signed original of this written statement required by Section 302 of the Sarbanes-Oxley Act of 2002 has been provided to Luby's, Inc. and will be retained by Luby's, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Certification
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Ernest Pekmezaris, certify that:

1. I have reviewed this Annual Report on Form 10-K/A of Luby's, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects, the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 22, 2003

/s/Ernest Pekmezaris

Ernest Pekmezaris
Senior Vice President and Chief Financial Officer

A signed original of this written statement required by Section 302 of the Sarbanes-Oxley Act of 2002 has been provided to Luby's, Inc. and will be retained by Luby's, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32

Certification Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of Luby's, Inc. on Form 10-K/A for the fiscal year ended August 27, 2003, as filed with the Securities and Exchange Commission on the date hereof, I, Christopher J. Pappas, President and Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: December 22, 2003

/s/Christopher J. Pappas
Christopher J. Pappas
President and Chief Executive Officer

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to Luby's, Inc. and will be retained by Luby's, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Certification Pursuant to
18 U.S.C. Section 1350,
As Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of Luby's, Inc. on Form 10-K/A for the fiscal year ended August 27, 2003, as filed with the Securities and Exchange Commission on the date hereof, I, Ernest Pekmezaris, Senior Vice President and Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: December 22, 2003

/s/Ernest Pekmezaris

Ernest Pekmezaris
Senior Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to Luby's, Inc. and will be retained by Luby's, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 99(b)

Consent of Independent Auditors

We consent to the incorporation by reference in the Registration Statement (Form S-8 Nos. 333-81606, 333-81608, 333-70315, and 333-55140) pertaining to the Luby's, Inc. Amended and Restated Nonemployee Director Stock Option Plan, miscellaneous employee benefit plans, Luby's Incentive Stock Plan, and Luby's, Inc. Nonemployee Director Phantom Stock Plan of our report dated November 14, 2003, with respect to the consolidated financial statements of Luby's, Inc. included in the Annual Report (Form 10-K) for the year ended August 27, 2003.

/s/ Ernst & Young LLP

San Antonio, Texas
November 14, 2003