

EXHIBIT B

CONSULTING AGREEMENT

This consulting Agreement (the "Agreement") is entered into as of this 1st day of July, 2012, by and between Jeffrey L. Cornish ("Consultant") and Piccadilly Restaurants, LLC ("Client").

WHEREAS, Client desires to retain Consultant based on his experience and expertise in the retail restaurant business including but not limited to operations, marketing, advertising, labor scheduling, real property lease renegotiations, management of existing debt, refinancings, restructurings, mergers, asset sales and like matters, collectively referred to as "Restaurant Matters".

NOW, THEREFORE, in consideration of the mutual covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and Client agree as follows:

1. **Retention of Consultant:** Subject to the terms and conditions set forth in this Agreement, Client hereby retains Consultant with respect to the matters set forth in Section 2 hereof and Consultant hereby accepts such retention.
2. **Matters of consultation:** Consultant agrees to provide Client with advice, analyses and recommendations (collectively, the "Consultation") with respect to Restaurant Matters. Consultant agrees to dedicate that amount of time to the Consultation as may be mutually agreed between Consultant and Client provided, however, that Consultant shall devote a minimum of four full-time days to Restaurant Matters weekly during the term of this Agreement. However, Client understands and agrees that Consultant will be undertaking other projects unrelated to the Consultation or Client. The Consultation may be in oral or written form, as the Client and Consultant shall agree and shall relate to the consultant's expertise in Restaurant Matters.

The Consultant agrees to use his best judgment, efforts and due care in exercise and performance of the Consultation described in this Agreement. However, the parties acknowledge and agree that it is totally within the discretion of Client concerning the use of the Consultation being provided by Consultant and that there are no guarantees provided by Consultant to Client with respect to the recommendations and advice that may be included in the Consultation.

3. **Independent Contractor:** The Consultant and the Company agree that for purposes of this Agreement, the Consultant will be an independent contractor retained on a consulting basis and not an officer or employee of the Company. The Company will not provide fringe benefits to Consultant, including health insurance benefits, paid vacation or any other employee benefits, other than as specifically set forth in this Agreement. Nothing contained herein will be construed as a joint venture, partnership or employer/employee relationship between the Consultant and the Company. Consequently, neither the Consultant nor the Company will have the authority to act for or bind the other, and neither will make any representation that would indicate an apparent agency, employment, partnership or joint venture relationship. Unless and

until required by law, the Company will not withhold any payroll or other taxes or assessments from the fees and other amounts paid to the Consultant hereunder, and the Consultant will be responsible for the reporting and payment of all applicable federal, state and local taxes, though any tax reporting forms required by the Internal Revenue Service (such as Form 1099) and the State of Louisiana to be filed by Company shall be filed reporting the payments hereunder using Consultant's Social Security Number.

4. **Payment to Consultant:**

- a. Client shall pay to Consultant a fee of \$4,000 per week for the Consultation. The Consultant shall bill the Client weekly on each Friday and the Client will pay electronically the billings the following week.
- b. Client will reimburse Consultant for any expenses directly associated with Consultant's activities which expenses may include but are not limited to: travel, hotel and/or long-term stay accommodations and rental or leased cars. Pre-approval of expenses shall only be required if they are not in accordance with Client's policies and procedures. Expenses will be billed and will be due concurrent with the fee payments as set forth in paragraph 4a.
- c. If Client requests Consultant to provide services that are beyond the scope of the services described in Section 2 hereof, Client and Consultant agree to negotiate in good faith with respect to the fees and expenses paid Consultant for such additional services, and any agreement on such fees and expenses shall be evidenced in a written document signed by Client and Consultant.
- d. As a condition to the payment of any fees or reimbursement of any expenses Consultant agrees to provide Client with a completed W-9 form to be provided by client.

5. **Cancellation of Success Fee:**

Prior to entry into this agreement, Consultant and Client entered into a consulting agreement dated June 20, 2011 (the "Original Consulting Agreement") which the parties hereby agree is cancelled and of no further force or effect as of June 30, 2012. The Original Consulting Agreement provided in paragraph 3(b) for the payment of certain success fees. By entry into this agreement, the Consultant and the Client agree that no such fees have been earned and that any obligation to pay such fees is cancelled and no fees or other consideration is due or payable pursuant to the Original Consulting Agreement.

6. **Confidentiality:**

- a. Consultant acknowledges and agrees that Client is the owner of (or is the licensee of) certain trade secrets, proprietary data and other confidential information relating to its business enterprises, including but not limited to pricing, sales, marketing, advertising, labor agreements and strategy, expansion, plans, new stores, new formats, short-term and long-range planning, proposed or actual

investments, mergers, reorganizations, acquisitions, sales, divestitures, restructurings and other business combinations (hereinafter referred to as the "Protected Property"). By virtue of his consulting activity, Consultant may come into possession of certain Protected Property.

- b. If Consultant shall come into possession of Protected Property, either internally or unintentionally, from Client, its agents, representatives, partners, members, employees, officers, directors or any other person or entity, Consultant agrees to hold such Protected Property in absolute secrecy and confidence and not to disclose such Protected Property for any purpose whatsoever without the advance written consent of Client. If Consultant is granted written permission to divulge all or a portion of any Protected Property, it agrees to have such additional individuals or entities sign a Confidentially Agreement provided by Client. Further, Consultant will limit the disclosure of any Protected Property to personnel or entities who must know or work with the Protected Property.
- c. All Protected Property provided to Consultant will, upon request of Client or when Consultant is finished with the Protected Property (whichever event is earlier), be returned to Client, along with any and all copies of the Protected Property.
- d. It is agreed that Consultant is not granted a right or license in any or all of any Protected Property which may be disclosed to Consultant.
- e. Client and Consultant understand and agree that, in the event any of the following circumstances should occur, the Protected Property shall not be entitled to confidential treatment and secrecy described in this paragraph:
 1. The Protected Property is known to Consultant prior to its disclosure to Consultant;
 2. The Protected Property is made public through sources other than Consultant;
 3. The Protected Property is in general use by competitors of Client;
 4. The Protected Property is at the time of this Agreement in the public domain or hereinafter comes into the public domain or hereinafter comes into the public domain without any fault of Consultant, or is hereafter published in any publication without any fault of Consultant, or is disclosed in any publically available document filed with any governmental authority;
 5. The Protected Property is communicated to Consultant by a third party who had the lawful right to make such communication; or

6. The Protected Property is independently developed by Consultant.

f. The provisions of this Agreement dealing with confidentiality shall survive the termination of this Agreement for a period of two (2) years from such termination.

7. **Indemnity:**

a. The Consultant (including the Consultant's successors and assigns) shall have no liability for any damages, losses, deficiencies, obligations, penalties, judgments, settlements, claims, payments, fines, interest costs and expenses, including the costs and expenses of any and all actions and demands, assessments, judgments, settlements and compromises relating thereto and the costs and expenses of attorneys, accountants, consultants and other professionals fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder (collectively, the "Losses") to the Client, its affiliates or their respective shareholders, members, partners, directors, managers, officers, employees or agents with respect to the performance or non-performance of the Consultation contemplated by this Agreement, except for Losses arising out of or resulting from the gross negligence or willful misconduct of the Consultant.

b. The Client shall indemnify, defend and hold harmless the Consultant (including the Consultant's successors and assigns) to the fullest extent permitted by law from and against any Losses arising out of or resulting from the Consultant's performance or non-performance of the Consultation contemplated by this Agreement, except for Losses arising out of or resulting from the gross negligence or willful misconduct of the Consultant.

8. **Third Party Consultants:** The services to be rendered hereunder are to be performed by Consultant only, and Consultant shall not retain third party consultants to perform any of the services described herein.

9. **Term and Cancellation:** The term of this Agreement shall commence on May 14, 2012 and will continue on a week-to-week basis until terminated by either party. This Agreement may be terminated at any time by Client or Consultant on not less than thirty (30) days advance written notice for any reason or for no reason.

10. **Miscellaneous:**

a. Notices required under this Agreement must be in writing.

b. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and no other person shall have any right or obligation hereunder.


c. This agreement cannot be assigned by Consultant without the prior written consent of Client.

- d. This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
- e. This agreement embodies the entire understanding between the parties and supersedes any and all negotiations and prior agreements or understandings between the parties with respect to matters covered by this Agreement.
- f. If any arbitration proceeding or other legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in such arbitration proceeding or other legal action in addition to any other direct relief to which it may be entitled.
- g. This agreement shall be effective as of the date first written on page one hereof.

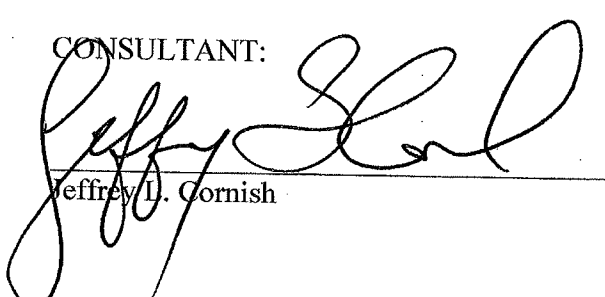
IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the date hereinabove written.

Piccadilly Restaurants, LLC

By: _____


Tom Sandeman
Chief Executive Officer

CONSULTANT:


Jeffrey L. Cornish