

**EXHIBIT B**  
**TO APPLICATION**

**(Agreement)**

ATL 18844104v2



11/16/2012

The Official Committee of Unsecured Creditors of  
Piccadilly Restaurants, LLC *et al.* (Case No.12-51127)  
c/o David B. Kurzweil, Esquire  
Greenberg Traurig, LLP  
Terminus 200  
3333 Piedmont Road NE, Suite 2500  
Atlanta, GA 30305

**RE: Protiviti, Inc. Engagement Letter – Piccadilly Restaurants, LLC *et al.* Chapter 11 Matter**

Dear Mr. Kurzweil:

This letter confirms Protiviti Inc.'s ("Protiviti") arrangements with the Official Committee of Unsecured Creditors ("Client" or the "Committee")<sup>1</sup> in re: Piccadilly Restaurants, LLC *et al.* ("Piccadilly" or "Debtors"), Case No. 12-51127.

### **Project Scope and Approach**

Client desires to engage Protiviti to perform financial advisory and related services to the Committee in the Piccadilly Chapter 11 Bankruptcy.

Protiviti's work will be performed under the direction of the Committee and its counsel and may consist of the following services:

- Review and analysis of the Debtors' weekly financial and cash flow performance as compared to its budget;
- Review and analysis of historical operating results and recent performance and comparison to Debtors' long-term projections;
- Review and analysis of Debtors' business segment and location-by-location analyses of profitability to determine profitable and unprofitable locations or business segments;
- Analysis and valuation of Debtors' business as a going concern;
- Identification and valuation of unencumbered assets;
- Preparation of estimated payout or distribution analyses;
- Review and analysis of financial and cash flow projections to evaluate the feasibility of the Debtors' projections or any proposed Plan of Reorganization;
- Review of Debtor's Plan of Reorganization and Disclosure Statement;
- Assist the Committee and its counsel in developing strategies and related negotiations with the Debtors and other interested parties with respect to elements of the Debtors' treatment to the unsecured creditors under a proposed Plan or such treatment under alternative proposals;

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<sup>1</sup> The terms "Client" or "Committee," as used herein, shall mean the Official Committee of Unsecured Creditors as a whole, not its individual members.

- Assisting the Committee and its counsel as requested with respect to various financial matters; and
- Performing all other services as may be required and in the interests of the creditors.

Client acknowledges that Protiviti's work is highly dependent on the availability of relevant documents, Debtors' personnel, and other factors beyond the control of Protiviti. Protiviti will use commercially reasonable efforts to assist Client in meeting any stated deadlines but Client acknowledges that despite these efforts, due to such factors, any stated deadlines and timelines may not be met.

### **Professional Fees & Expenses**

Protiviti will charge for this work based upon a flat-fee arrangement, plus reasonable out-of-pocket expenses; however Protiviti will not charge for any travel-related expenses for the duration of this engagement. Protiviti's compensation will be in accordance with the following schedule:

November 16-30, 2012	\$25,000 plus actual non-travel expenses
December 2012	\$25,000 plus actual non-travel expenses
January 2013 and thereafter	\$20,000 per month, plus actual non-travel expenses

We agree to submit monthly invoices to the Client for review and approval. We agree to charge for the Services provided hereunder at the rates set forth above, plus reasonable non-travel expenses incurred in connection with performance of the Services.

### **Engagement Team**

Protiviti engagement leaders will be as follows:

- Project Director            Michael Atkinson
- Project Manager            Jason Crockett


In addition, senior and staff consultants will be used as necessary to complete the work. Protiviti reserves the right to staff the project as it sees fit and according to the personnel available to it.

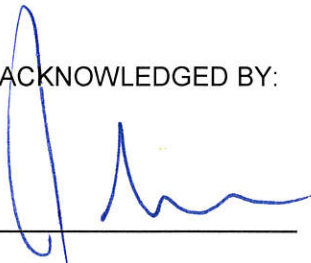
This Arrangement Letter and the terms and conditions set forth in Attachment I (collectively, the "Agreement") represent the entire agreement between Protiviti and Client regarding this engagement, supersede all other oral, written or electronic communications between the parties concerning this engagement, and shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement has been entered into solely between Client and Protiviti, and no third-party beneficiaries are created hereby.

Please indicate your acceptance of this Agreement by signing where indicated below and returning it to us. We look forward to the opportunity to assist you in this project. Please contact me at (410) 454-6836 with any questions regarding this Agreement or the project.

Very truly yours,

PROTIVITI INC.

By:  \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Atkinson  
Managing Director  
Protiviti Inc.

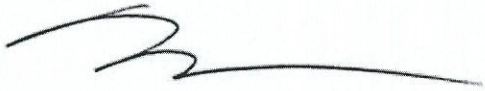
AGREED AND ACKNOWLEDGED BY:  
By:  \_\_\_\_\_ Date: \_\_\_\_\_  
Jay A. Geiger  
Peter A. Mayer Advertising, Inc.  
Co-Chair of the Official Committee of Unsecured Creditors of  
Piccadilly Restaurants, LLC *et al.*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
William Kaye  
JLL Consultants, representative of The Coca-Cola Company  
Co-Chair of the Official Committee of Unsecured Creditors of  
Piccadilly Restaurants, LLC *et al.*

Please indicate your acceptance of this Agreement by signing where indicated below and returning it to us. We look forward to the opportunity to assist you in this project. Please contact me at (410) 454-6836 with any questions regarding this Agreement or the project.

Very truly yours,

PROTIVITI INC.

By:   
\_\_\_\_\_

Date: \_\_\_\_\_

Michael Atkinson  
Managing Director  
Protiviti Inc.

AGREED AND ACKNOWLEDGED BY:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Jay A. Geiger  
Peter A. Mayer Advertising, Inc.  
Co-Chair of the Official Committee of Unsecured Creditors of  
Piccadilly Restaurants, LLC *et al.*

By:   
\_\_\_\_\_

Date: 1-2-2013

William Kaye  
JLL Consultants, representative of The Coca-Cola Company  
Co-Chair of the Official Committee of Unsecured Creditors of  
Piccadilly Restaurants, LLC *et al.*

## ATTACHMENT I

### Terms and Conditions to Agreement Dated as of November 16, 2012 Between THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS IN RE: PICCADILLY RESTAURANTS, LLC *et al.* ("Client") and PROTIVITI INC. ("Protiviti")

- 1. Regulated Activity.** Client understands that Protiviti is not a public accounting firm and does not issue opinions on financial statements or offer any attestation services.
- 2. Confidential Information.** Each party (the "**Recipient**") agrees to protect the Confidential Information of the other party (the "**Disclosing Party**") in a manner consistent with the treatment that Recipient accords its own Confidential Information of a similar nature, and the Recipient agrees to use and reproduce Confidential Information only to perform its obligations under this Agreement or for its internal collection, analysis and training purposes. The Recipient may disclose Confidential Information to its employees, agents, and subcontractors, who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Confidential Information is any information which is identified by the Disclosing Party at the time of disclosure as being of a confidential nature (including, but not limited to, business plans, products, trade secret processes or methodologies, software, documentation, design specifications, other technical documents and other proprietary rights or information) or that is disclosed to the Recipient under circumstances that would lead a reasonable person to understand that such information is confidential or proprietary in nature. Confidential Information does not include information that (i) is or becomes generally available to the public without breach by Recipient of its confidentiality obligations under this Agreement, (ii) is received by Recipient from a third party without restriction against disclosure, (iii) was known to Recipient without restriction prior to disclosure, or (iv) is independently developed by Recipient without subsequent use of Disclosing Party's Confidential Information. If Recipient becomes legally compelled (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, Recipient shall (to the extent legally permitted) provide Disclosing Party with prompt prior written notice of such requirement so that discloser may seek a protective order or other appropriate remedy.
- 3. Distribution of Deliverables.** Deliverables or other documents or materials that are provided by Protiviti that are Protiviti-branded or marked as being authored by Protiviti, or Deliverables or other documents or materials that, based on the circumstances, context or any related communications, would lead a reasonable reader to understand that Protiviti produced, authored or contributed to such Deliverables, documents or materials (collectively, "**Associated Deliverables**") are for the use and benefit of the Client only and not for any other party (each a "**Third Party**"), including, but not limited to, Client's affiliates, shareholders, business partners, contractors or advisors. If the Client desires to disclose Associated Deliverables, or make reference to Protiviti, to any Third Party (other than the Client's legal counsel and external auditors who need access to such information and who have agreed to keep such information confidential), Client will obtain Protiviti's prior written approval and, if requested by Protiviti, obtain from such Third Party a non-disclosure agreement and release in a form satisfactory to Protiviti. Protiviti accepts no liability or responsibility to any Third Party who benefits from or uses the Services or gains access to any Deliverables, including, but not limited to, Associated Deliverables. Because Protiviti accepts no liability to any Third Party with respect to the Services or Deliverables, including, but not limited to, Associated Deliverables, Client agrees to indemnify, defend and hold Protiviti, its affiliates, directors, officers, employees, vendors, and contractors ("**Protiviti Parties**") harmless from and against any and all losses, damages or liabilities (including costs, expenses and reasonable attorneys' fees) resulting from or related to a Third Party claim arising in any manner out of or in connection with the Services or Deliverables, including, but not limited to, Associated Deliverables, except to the extent that it is finally judicially determined that the losses, damages or liabilities were the direct result of Protiviti's gross negligence or willful misconduct in the rendering of the Services. The Protiviti Parties are entitled at their election to retain

separate counsel; provided that it shall be at their own cost and expense, except where the need for separate counsel arises from a conflict of interest.

Nothing contained in this Agreement shall prohibit the legally required disclosure of Deliverables to the Client's regulators, who may be granted access to such Deliverables to the extent legally required; provided that Client provides Protiviti with prior notice of such intended disclosure so that it may seek confidential treatment of such information.

4. **No Third-Party Beneficiaries.** This Agreement has been entered into solely between Client and Protiviti, and no third-party beneficiaries are created hereby.
5. **Responsibility for Information.** Protiviti shall be entitled to rely on all information provided by, and the decisions and approvals of, Client in connection with Protiviti's work hereunder. Client hereby releases Protiviti and its personnel from any liability and costs relating to the Services to the extent that such liability and costs are attributable to any information provided, or decisions or approvals made, by Client personnel that were not complete, accurate or current.
6. **Changes to Services.** Changes to any Services must be agreed upon by Protiviti and Client and will not be considered effective unless and until both parties agree in writing to an amendment.
7. **Indemnification.** Protiviti and the Client shall indemnify, defend and hold harmless the other party for any losses for bodily injury or damages to real property resulting directly from the indemnifying party's negligence or willful misconduct.
8. **Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, Client and Protiviti agree that, regardless of the legal theory asserted (including, but not limited to, breach of contract, warranty, negligence or tort): (i) Protiviti's entire liability to Client or any person asserting claims on behalf of or in the name of Client will not exceed in the aggregate, for all claims, liability, losses, damages or expenses, the total amount of fees paid to Protiviti hereunder with respect to the engagement hereunder provided that this subsection (i) shall not apply to Protiviti's indemnification obligations under this Agreement; and (ii) neither party shall be liable to the other party or any person asserting claims on behalf of or in the name of the other party for consequential, indirect, incidental, punitive or special damages of any nature suffered by Client or Protiviti (including, but not limited to, lost profits or business opportunity costs), provided that this subsection (ii) shall not apply to any indemnification obligations under the Agreement.
9. **Engagement Team Restrictions.** If for any reason any of the employees or subcontractors designated in the Arrangement Letter portion of this Agreement is not able to complete this engagement, Protiviti will provide employees or subcontractors with similar qualifications and experience to complete the assignment. For a period commencing as of the date of this Agreement and ending one (1) year from the date that a Protiviti employee or subcontractor personnel stops providing Services to Client under this Agreement, neither Client nor any of its affiliates shall hire or solicit such individual. If Client hires or solicits any such Protiviti employee within the proscribed time period above, Client shall pay Protiviti a fee equal to the annual salary of such individual as liquidated damages. If Client hires or solicits any Protiviti subcontractor personnel within the proscribed time period above, Client shall pay Protiviti a fee equal to one percent (1%) for each thousand dollars of such subcontractor personnel's proposed annual compensation with Client or its affiliates, including bonuses, up to a maximum of 35% as liquidated damages.
10. **Workspace.** Client shall provide reasonable workspace for Protiviti personnel at its work sites, as well as occasional administrative support services related to the Services. Client shall provide Protiviti personnel with any necessary safety orientation and security access for work on Client's premises.

11. **Warranties.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PROTIVITI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Publicity.** Neither party shall use the name of the other party, in part or whole, or any of their trademarks or trade names without the other party's prior written approval. Notwithstanding the foregoing, Client consents to Protiviti's use of Client's name and a general description of the Services to be performed by Protiviti under this Agreement in resumes and proposals.
13. **Proprietary Rights in Deliverables and Data.** Subject to the terms of this Agreement, including Section 6 (Distribution of Deliverables) and Client's fulfillment of all payment obligations hereunder, Protiviti agrees that Client shall own the copyright in the Deliverables, excluding any Protiviti Proprietary Materials (as defined below) and any third-party software that is incorporated into the Deliverables. Client acknowledges that as part of performing Services, Protiviti may utilize proprietary copyrights, patents, trade secrets, software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques (including any derivatives, enhancements or modifications thereto) which have been originated or developed by Protiviti, or which have been purchased by, or licensed to, Protiviti (collectively, "**Protiviti Proprietary Materials**"). Client agrees that Protiviti retains all right, title, and interest in the Protiviti Proprietary Materials. Subject to the terms of this Agreement, including Section 6 (Distribution of Deliverables) and Client's fulfillment of all payment obligations hereunder, Protiviti grants and Client accepts a nonexclusive, nontransferable license to use the Protiviti Proprietary Materials solely to the extent necessary to make use of the Deliverables as contemplated by this Agreement.
14. **Termination of Agreement.** Either party may at any time and without cause terminate this Agreement by providing 30 days' prior written notice of termination to the other party. The rights and obligations set forth in Sections 5, 6, 8, 10, 11, 12, 14, 15, 16 and 17 shall survive termination of this Agreement. After conclusion of the work contemplated herein or the termination or expiration of this Agreement, for so long as the Client and Protiviti are actively negotiating a new agreement for Protiviti's provision of additional Services to Client that are substantially similar to those provided under this Agreement, the provisions of this Agreement, including any payment terms, shall apply to such Services provided by Protiviti prior to the finalization of such new agreement.
15. **Governing Law.** This Agreement and the rights and duties of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws provisions.
16. **Expenses.** Client shall reimburse Protiviti for any fees or expenses (including, but not limited to, legal expenses) reasonably incurred by it in connection with providing evidence in, or preparing to serve or serving as a witness with respect to, any lawsuits, investigations, claims or other proceedings in any way connected with, or related to, the Services.
17. **Notice.** All notices or other communications required or desired to be sent to either party shall be in writing and sent by first class mail, postage prepaid, by next-day courier or by facsimile, to the attention of the person identified below, at the address shown below or to the facsimile number shown below. Either party may change such person, address or facsimile number by written notice to the other party. Notice shall be effective on the fifth (5<sup>th</sup>) business day after mailing, on the first (1<sup>st</sup>) day after the date of sending via next-day courier, or on the date of transmission if sent by facsimile (provided that notice shall be effective on the first (1<sup>st</sup>) business day following the date of transmission if transmission is effected on a non-business day).



Protiviti: Protiviti Inc.  
Attn: Michael Atkinson  
Managing Director  
1 E. Pratt St. Suite 800  
Baltimore, MD 21202  
Facsimile: 410-454-6801

cc: Protiviti Inc.  
Attn: Legal Department  
50 California Street, 17th Floor  
San Francisco, CA 94111

Client: Counsel for the Official Committee of  
Unsecured Creditors of Piccadilly Restaurants  
Attn: David B. Kurzweil, Esquire  
Greenberg Traurig, LLP  
Terminus 200  
3333 Piedmont Road NE, Suite 2500  
Atlanta, GA 30305  
Telephone: 678-553-2680  
Facsimile: 678-553-2681  
kurzweild@gtlaw.com

18. **Assignment.** Neither Protiviti nor Client may assign this Agreement, by operation of law or otherwise, without the prior written consent of the other party. Any assignment in violation of this provision shall be deemed to be null and void.
19. **Employment Practices.** Both parties agree to comply with all applicable equal employment opportunity laws, including, but not limited to, Title VII of the 1964 Civil Rights Act, the Civil Rights Act of 1991, the Americans with Disabilities Act, the affirmative action requirements of Executive Order 11246, the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended.
20. **Force Majeure.** Neither party shall be liable for any default or delay in the performance of its obligations (except for payment obligations) under this Agreement if such default or delay is caused by an act of God or other circumstance outside the reasonable control of the party, including, but not limited to, fire, flood, earthquake, natural disasters or other acts of God, terrorist acts, riots, civil disorders, freight embargoes, government action, or the like.
21. **Severability.** If any term of the Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from the Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.
22. **Waiver.** No waiver shall be deemed to have been made by either party unless it is expressed in writing and signed by the waiving party. The failure of either party to insist in any one or more instances upon strict performance of any of the terms of provisions of this Agreement, or to exercise any option or election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, and no waiver by either party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies hereunder or at law.
23. **Headings and Interpretation.** The section headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement. All parties hereto have participated substantially in the negotiation and drafting of this Agreement and each party

hereby disclaims any defense or assertion that any ambiguity herein should be construed against the drafter of the Agreement.

- 24. Regulatory Compliance.** Client acknowledges and agrees that it is responsible for its own legal representation and guidance related to the Services or Deliverables, and that it will consult its own legal resources before acting upon any Services or Deliverables. Client further acknowledges and agrees that Protiviti is not a law firm and is not providing legal advice or analysis and that Protiviti has not engaged legal counsel with respect to the Services or Deliverables.
- 25. Business Contact Information.** Client authorizes Protiviti and its affiliated entities (and their successors and assigns and contractors) to store and use Client's business contact information wherever they do business, in connection with Protiviti's and its affiliated entities' services and in furtherance of Protiviti's and its affiliated entities' business relationship with Client. Client is responsible for obtaining any consent necessary for such authorization.
- 26. Release: Tax Information.** Client covenants and agrees that, should it determine that legal representation is required with regard to any U.S. federal, state, local, or foreign tax matters and the Services, Client is responsible for the provision and costs of its own legal representation concerning such matters. Client further acknowledges and agrees that (1) Protiviti may receive information requests or subpoenas from the Internal Revenue Service, other governmental authorities or other third parties with respect to Client in connection with or related to the Services, or may otherwise be required by applicable law to furnish information to the Internal Revenue Service, other governmental authorities or other third parties; (2) Protiviti will (unless prohibited by law) notify Client of such information requests from any third parties, including, but not limited to, the Internal Revenue Service; (3) while Protiviti will respect Client confidentiality and comply with all legal and appropriate requests from Client's legal counsel to the extent legally permitted, Protiviti will comply with all legal requirements of any governmental authority or other third party; and (4) Protiviti will have sole discretion with respect to the preparation of any and all responses to such information requests and with respect to the provision of any additional information, and Protiviti will not be required to obtain consent from Client with respect to such responses and additional information.