

Exhibit "A"
Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made effective as of November 21, 2012 among Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, each a debtor in possession (collectively, the "Debtors"), and the members of the Official Committee of Unsecured Creditors (the "Committee") (each member of the Committee a "Committee Member," and collectively, the "Committee Members")¹ and the Committee's professionals (collectively, the "Representatives" and each a "Representative").

WHEREAS on September 11, 2012, the Debtors filed voluntary petitions for relief under Chapter 11, Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of Louisiana, Lafayette Division (the "Bankruptcy Court"), and these cases are jointly administered under Case Number 12-51127 (the "Chapter 11 Case");

WHEREAS on October 23, 2012, the United States Trustee for the Western District of Louisiana appointed the Committee pursuant to Section 1102 of the Bankruptcy Code, and the Committee has subsequently selected, and sought approval to hire, Greenberg Traurig, LLP as legal counsel as its Representative; and

WHEREAS the Committee, Committee Members and their Representatives (each a "Receiving Party," and collectively, the "Receiving Parties") will be seeking from the Debtors, or the Debtors' directors, officers, employees, affiliates, representatives (including, without limitation, the Debtors' attorneys, financial advisors, investment bankers and accountants) or agents (each a "Disclosing Party," and collectively, the "Disclosing Parties") certain confidential information relating to the Debtors.

Accordingly, the Disclosing Parties and the Receiving Parties hereby agree that:

1. The term "Confidential Information" as used in this Agreement shall mean any information (including information communicated orally and designated as Confidential Information at the time it is communicated) and documents marked as "Confidential" that relate to the Debtors, provided by the Disclosing Parties, which contains confidential, competitive, sensitive and/or proprietary information furnished or otherwise disclosed in any manner, whether intentionally or unintentionally, to the Receiving Parties (including information contained on any computer tapes, computer disks, or any other form of electronic or magnetic media), together with all notes, projections, forecasts, analyses, financial reporting packages, compilations, studies, interpretations, or other documents, records, or data (including information contained on any computer tapes, computer disks, or any other form of electronic or magnetic media) that contain, reflect, or are based upon, in whole or in part, such information and documents.

The term "Confidential Information" does not include information (i) that is or becomes generally available to the public other than as a result of a disclosure by any of the Receiving Parties; (ii) is already in the possession of the Committee or a Committee Member or Representative as of October 23, 2012, provided that the source of such information is not the

¹ Each Representative of the Committee must agree to the terms of, and execute, this Agreement.

subject of a confidentiality agreement with or other contractual, legal, or fiduciary obligation of confidentiality to the Debtors or any other person with respect to such information; (iii) becomes available to the Committee, a Committee Member or Representative on a non-confidential basis from a source other than the Debtors, provided that such source is not bound by a confidentiality agreement with or other contractual, legal, or fiduciary obligation of confidentiality to the Debtors or any other person with respect to such information; (iv) which is or has been appropriately included as a non-confidential document in a filing by a person (other than one of any of the Receiving Parties) with the Court or any other court, administrative body or tribunal whose records are open to public inspection, except such information as has been filed under seal; (v) is available to the Committee, a Committee Member or Representative on a nonconfidential basis through the exercise of rights under Title 11 of the United States Code (the “Bankruptcy Code”) or the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), including, but not limited to, examinations under Bankruptcy Rule 2004, all of which must be otherwise unbound, or that will remain confidential by a specific confidentiality requirement; (vi) is independently developed by the Committee or its Representatives without use or reference to any of the Confidential Information; or (vii) that is not marked or otherwise designated as “Confidential”. Upon the request of the Committee or its Representatives, the Debtors will promptly advise such party whether it believes that any information provided does or does not constitute Confidential Information; provided, however, that the presumption is that all information provided to the Receiving Parties is not Confidential Information unless marked or designated as “Confidential”.

2. The Debtors agree that the purpose of this Confidentiality Agreement is to prevent harm to the Debtors’ and the Debtors’ estates, and not to give the Debtors a strategic or litigation advantage over the Committee in the Chapter 11 Case. The Committee shall have the right to seek relief from this Agreement by filing a motion with the Court on notice to the Debtors if, and only to the extent that, the Committee can demonstrate that the Debtors are using this Agreement for an improper purpose. Neither the Receiving Parties’ agreement to enter into this Agreement, nor any provision hereof, shall be deemed an admission or waiver by the Committee on such determination. Nothing in this Agreement shall affect the ability of, nor shall it be deemed a waiver of, the Committee’s powers and duties under the Bankruptcy Code, the Committee or its Representatives right to seek to obtain information through discovery or otherwise, relating to the Debtors, the Chapter 11 Case, or any superseding cases or proceedings under title 11 of the United States Code, under the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, or otherwise, or the Debtors’ right to oppose any such release of information.

3. The Committee and its Representatives may utilize Confidential Information as expressly permitted by this Agreement in connection with or in the course of the Committee’s participation in the Chapter 11 Case or any litigation or proceeding (administrative or otherwise) arising from or relating to the Chapter 11 Case, any contested matter or adversary proceeding brought in connection with the Chapter 11 Case and the enforcement or defense of any claim, whether inside or outside the context of the Chapter 11 Case, against the Debtors, the Committee or a member of the Committee or against a third party if the subject of such claim against a third party relates to the Debtors. If the Committee or its Representatives intends to file or otherwise submit to the Court or any other tribunal any Confidential Information or any papers containing or making references to the content of Confidential Information, the Committee and/or its Representatives shall provide the Debtors with a copy of such Confidential Information, or a

draft of any such papers, if reasonably practicable, no later than five (5) business days prior to the filing or submission of such Confidential Information (and, in any event, no Confidential Information shall be filed with any court or other tribunal unless the Debtors have had an opportunity to review the Confidential Information and request that it either not be disclosed, or disclosed only under seal). If the Debtors request, in writing, that such materials not be disclosed, or disclosed but only under seal, such materials, information or papers shall not be disclosed until the Committee (and/or its Representatives) has filed a motion with the Bankruptcy Court seeking that such materials, information or papers be disclosed or filed under seal, and the Committee and its Representatives shall use their best efforts to cause the Bankruptcy Court to rule on such motion. If the Bankruptcy Court denies the Committee's motion, then the Committee (and/or its Representatives) shall be not permitted to submit such Confidential Information absent a contrary federal court order compelling production of such Confidential Information.

Each of the Receiving Parties hereby acknowledges that the Debtors may provide Confidential Information hereunder to such parties solely in their capacities as members or Representatives of the Committee. Each of the Receiving Parties further agrees that it shall use Confidential Information solely with respect to the matters arising from or related to the Receiving Parties' service on or as a Representative of the Committee in the Chapter 11 Case; that the Confidential Information will be kept confidential; that the Receiving Parties and their Representatives will not disclose any of the Confidential Information in any manner whatsoever except as otherwise permitted by this Agreement; and that the Confidential Information will not be used in any manner except as provided herein. No additional member of or professional advisor to the Committee shall be provided access to any Confidential Information unless and until such party signs and delivers to the Debtors a signature page to this Agreement, or similar written agreement acceptable to the Debtors indicating that the additional Committee member or Representative agrees to be bound to the terms of this Agreement as a Receiving Party hereto. Any Confidential Information provided hereunder may be disclosed by the Receiving Parties to their Representatives who use such information for the sole purpose of assisting the Committee in connection with the Chapter 11 Case (it being understood that such Representatives shall agree to be bound by this Agreement and not to disclose any Confidential Information to any other person). Notwithstanding the foregoing, (i) Receiving Parties shall not be prohibited from taking into account Confidential Information in making credit/financial decision(s) with respect to the Debtors; and (ii) Receiving Parties shall not be prohibited from selling all or a portion of their individual claim(s) against the Debtors, provided, however, that the Receiving Parties shall in all instances treat Confidential Information consistent with applicable law.

4. Each Receiving Party further agrees that the Confidential Information shall not be provided to any creditors pursuant to the Committee's obligations under section 1102(b)(3) of the Bankruptcy Code, and the Debtors are providing Confidential Information to the Receiving Parties based on and conditioned upon such agreement. If the Court enters an order requiring that any Confidential Information in possession of the Receiving Parties must be provided to creditors under section 1102(b)(3) of the Bankruptcy Code, this Agreement shall terminate and each Receiving Party shall return to the Debtors or destroy such Confidential Information without maintaining any copies thereof, provided that (a) the Receiving Parties shall be permitted to take such steps as are necessary to comply with any orders of the Bankruptcy Court and

(b) the other rights of the Receiving Parties hereunder, including, without limitation, those in paragraph 3 above, are expressly preserved.

5. In the event that one or more of the Receiving Parties or any of their Representatives are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any of the Confidential Information, they shall provide the Debtors with prompt written notice of any such request or requirement so that the Debtors may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Debtors, a Receiving Party or any of its Representatives conclude, after consultation with legal counsel, that they are nonetheless legally compelled to disclose Confidential Information, the Receiving Party or its Representative may, without liability hereunder, disclose only that portion of the Confidential Information that such counsel advises them in writing is legally required to be disclosed, provided that the Receiving Party exercises their reasonable best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by reasonably cooperating with the Debtors' efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

6. Upon the closure of the Chapter 11 Case, and upon receipt of a return notice from the Debtors, all Confidential Information shall be, at the Debtors' option, returned or destroyed and no copy thereof shall be retained; provided that the Receiving Parties may retain all analyses, compilations, reports, forecasts, studies or other documents prepared by the Receiving Parties and any Confidential Information that must be retained pursuant to the Receiving Parties' internal documentation policies (collectively the "Retained Information"). Any Retained Information or oral information will continue to be subject to this Agreement. The Receiving Parties hereby agree to certify in a letter to the Debtors, delivered within twenty (20) days following receipt of a return notice, that the return and destruction required hereunder have been accomplished. Notwithstanding the return or destruction of the Confidential Information and except as otherwise provided in this paragraph, the Receiving Parties will continue to be bound by their obligations of confidentiality and other obligations hereunder for one (1) calendar year after the closure of the Chapter 11 Case.

7. Notwithstanding a Receiving Party's resignation or removal as a member or Representative of the Committee, such Receiving Party shall remain bound by the provisions of this Agreement.

8. The Debtors and the Receiving Parties agree that money damages would not be a sufficient remedy for any breach of this Agreement and that the Debtors and the Receiving Parties shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available at law or in equity. Each Receiving Party shall be severally (not jointly) liable for its breach of this Agreement.

9. Notwithstanding anything herein, this Agreement does not supersede any prior confidentiality agreement(s), if any, entered into between the Debtors and any of the Receiving

Parties with respect to information provided under the terms of such prior confidentiality agreement(s), and such prior confidentiality agreement(s) shall continue to govern with respect to all such prior information.

10. This Agreement may be modified or waived (in whole or in part) only by a separate writing signed by the Debtors and the applicable Receiving Parties expressly describing such modifications or waivers. It is further understood and agreed that no failure or delay in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

11. If any term, provision, covenant, or restriction of this Agreement is held by the Bankruptcy Court to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions of this Agreement shall remain in full force and effect.

12. The term "person" as used in this Agreement will be interpreted broadly to include, without limitation, any individual, corporation, group, partnership, limited liability company, or other entity.

13. This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. The parties agree that facsimile, .pdf or other electronically transmitted signatures shall be accepted as originals for all purposes under this Agreement.

14. This Agreement is for the benefit of the Debtors and, to the extent provided herein, for the benefit of the Committee, and shall be governed by and construed in accordance with the laws of the State of Louisiana.

15. All parties hereto hereby submit to the jurisdiction of the Bankruptcy Court with respect to all actions and proceedings arising out of or relating to this Agreement.

Intending to be bound, the undersigned have executed this Agreement effective as of November 21, 2012.

[Signature Pages Follow]

PICCADILLY RESTAURANTS, LLC

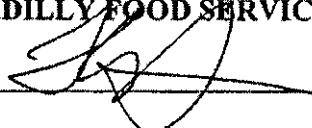
By:  _____

Name: Thomas F. Sandeman

Its: Chief Executive Officer

Date: 10/8/12

PICCADILLY FOOD SERVICE, LLC

By:  _____

Name: Thomas F. Sandeman

Its: Chief Financial Officer

Date: 11/9/12

PICCADILLY INVESTMENTS, LLC

By: _____

Name: Robert P. Bermingham

Its: Vice President of Managing Member

Date: _____

PICCADILLY RESTAURANTS, LLC

By: _____

Name: Thomas F. Sandeman

Its: Chief Executive Officer

Date: _____

PICCADILLY FOOD SERVICE, LLC

By: _____

Name: Thomas F. Sandeman

Its: Chief Financial Officer

Date: _____

PICCADILLY INVESTMENTS, LLC

By:  _____

Name: Robert P. Bermingham

Its: Vice President of Managing Member

Date: 11-15-2012

Accepted and agreed to:

The undersigned acknowledges and agrees to the foregoing in its capacity as Representative:

GREENBERG TRAURIG, LLP

By: [Signature]
Name: SHARI L. HEJEN
Title: Shareholder
Date: 11-20-12

The undersigned acknowledges and agrees to the foregoing in its capacity as a Committee Member:

PETER A. MAYER ADVERTISING, INC.

By: [Signature]
Name: Peter A. Mayer
Title: Director of Finance
Date: 11/20/12

CRESCENT BUSINESS MACHINES

By: _____
Name: _____
Title: _____
Date: _____

THE COCA-COLA COMPANY

By: _____
Name: _____
Title: _____

CHANDLER'S PARTS & SERVICE

By: _____
Name: _____
Title: _____
Date: _____

ANDREWS SPORT CO. INC.

By: _____
Name: _____
Title: _____
Date: _____

CALCASIEU MECHANICAL CONTRACTORS

By: _____
Name: _____
Title: _____
Date: _____

NEW & ASSOCIATES

By: _____
Name: _____
Title: _____
Date: _____

Accepted and agreed to:

The undersigned acknowledges and agrees to the foregoing in its capacity as Representative:

GREENBERG TRAURIG, LLP

By: _____
Name: _____
Title: _____
Date: _____

The undersigned acknowledges and agrees to the foregoing in its capacity as a Committee Member:

PETER A. MAYER ADVERTISING, INC.

By: _____
Name: _____
Title: _____
Date: _____

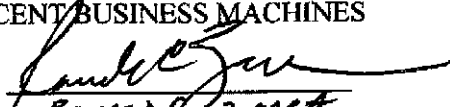
THE COCA-COLA COMPANY

By: _____
Name: _____
Title: _____

ANDREWS SPORT CO. INC.

By: _____
Name: _____
Title: _____
Date: _____

CRESCENT BUSINESS MACHINES

By: 
Name: Ronald E. Zank
Title: Owner
Date: 11-26-12

CHANDLER'S PARTS & SERVICE

By: _____
Name: _____
Title: _____
Date: _____

CALCASIEU MECHANICAL CONTRACTORS

By: _____
Name: _____
Title: _____
Date: _____

NEW & ASSOCIATES

By: _____
Name: _____
Title: _____
Date: _____

Accepted and agreed to:

The undersigned acknowledges and agrees to the foregoing in its capacity as Representative:

GREENBERG TRAUERIG, LLP

By: _____
Name: _____
Title: _____
Date: _____

The undersigned acknowledges and agrees to the foregoing in its capacity as a Committee Member:

PETER A. MAYER ADVERTISING, INC.

By: _____
Name: _____
Title: _____
Date: _____

CRESCENT BUSINESS MACHINES

By: _____
Name: _____
Title: _____
Date: _____

THE COCA-COLA COMPANY

By: *[Signature]*
Name: *William G. ...*
Title: *Sr. Business Development Advisor*

CHANDLER'S PARTS & SERVICE

By: _____
Name: _____
Title: _____
Date: _____

ANDREWS SPORT CO. INC.

By: _____
Name: _____
Title: _____
Date: _____

CALCASTIEU MECHANICAL CONTRACTORS

By: _____
Name: _____
Title: _____
Date: _____

NEW & ASSOCIATES

By: _____
Name: _____
Title: _____
Date: _____

Accepted and agreed to:

The undersigned acknowledges and agrees to the foregoing in its capacity as Representative:

GREENBERG TRAUIG, LLP

By: _____
Name: _____
Title: _____
Date: _____

The undersigned acknowledges and agrees to the foregoing in its capacity as a Committee Member:

PETER A. MAYER ADVERTISING, INC.

By: _____
Name: _____
Title: _____
Date: _____

THE COCA-COLA COMPANY

By: _____
Name: _____
Title: _____

ANDREWS SPORT CO. INC.

By: _____
Name: _____
Title: _____
Date: _____

CRESCENT BUSINESS MACHINES

By: _____
Name: _____
Title: _____
Date: _____

CHANDLER'S PARTS & SERVICE

By: _____
Name: CAROL FILES
Title: OPERATIONS MANAGER
Date: 11/26/2012

CALCASIEU MECHANICAL CONTRACTORS

By: _____
Name: _____
Title: _____
Date: _____

NEW & ASSOCIATES

By: _____
Name: _____
Title: _____
Date: _____

Accepted and agreed to:

The undersigned acknowledges and agrees to the foregoing in its capacity as Representative:

GREENBERG TRAURIG, LLP

By: _____
Name: _____
Title: _____
Date: _____

The undersigned acknowledges and agrees to the foregoing in its capacity as a Committee Member:


PETER A. MAYER ADVERTISING, INC.

By: _____
Name: _____
Title: _____
Date: _____

THE COCA-COLA COMPANY

By: _____
Name: _____
Title: _____

ANDREWS SPORT CO. INC.

By: 
Name: RAVI SAROJANAM
Title: Vice President
Date: 11-16-12

CRESCENT BUSINESS MACHINES

By: _____
Name: _____
Title: _____
Date: _____

CHANDLER'S PARTS & SERVICE

By: _____
Name: _____
Title: _____
Date: _____

CALCASIEU MECHANICAL CONTRACTORS

By: _____
Name: _____
Title: _____
Date: _____

NEW & ASSOCIATES

By: _____
Name: _____
Title: _____
Date: _____

Accepted and agreed to:

The undersigned acknowledges and agrees to the foregoing in its capacity as Representative:

GREENBERG TRAURIG, LLP

By: _____
Name: _____
Title: _____
Date: _____

The undersigned acknowledges and agrees to the foregoing in its capacity as a Committee Member:

PETER A. MAYER ADVERTISING, INC.

By: _____
Name: _____
Title: _____
Date: _____

CRESCENT BUSINESS MACHINES

By: _____
Name: _____
Title: _____
Date: _____

THE COCA-COLA COMPANY

By: _____
Name: _____
Title: _____


CHANDLER'S PARTS & SERVICE

By: _____
Name: _____
Title: _____
Date: _____

ANDREWS SPORT CO. INC.

By: _____
Name: _____
Title: _____
Date: _____

CALCASIEU MECHANICAL CONTRACTORS

By: 
Name: Gregory R. Lawc Hines, Jr
Title: President
Date: November 16, 2012

NEW & ASSOCIATES

By: _____
Name: _____
Title: _____
Date: _____

Accepted and agreed to:

The undersigned acknowledges and agrees to the foregoing in its capacity as Representative:

GREENBERG TRAUIG, LLP

By: _____
Name: _____
Title: _____
Date: _____

The undersigned acknowledges and agrees to the foregoing in its capacity as a Committee Member:

PETER A. MAYER ADVERTISING, INC.

By: _____
Name: _____
Title: _____
Date: _____

THE COCA-COLA COMPANY

By: _____
Name: _____
Title: _____

ANDREWS SPORT CO. INC.

By: _____
Name: _____
Title: _____
Date: _____

CRESCENT BUSINESS MACHINES

By: _____
Name: _____
Title: _____
Date: _____

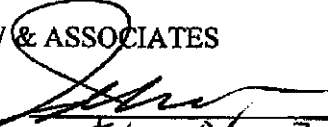
CHANDLER'S PARTS & SERVICE

By: _____
Name: _____
Title: _____
Date: _____

CALCASIEU MECHANICAL CONTRACTORS

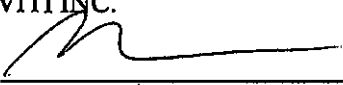
By: _____
Name: _____
Title: _____
Date: _____

NEW & ASSOCIATES

By: 
Name: John New
Title: President
Date: 11/16/12

The undersigned acknowledges and agrees to the foregoing in its capacity as Representative:

PROTIVITI INC.

By: 
Name: Michael Atkinson
Title: Managing Director
Date: 11/27/2012