

Exhibit "1"

Third Party Confidentiality Agreement

ATL 19042051v3

THIRD PARTY CONFIDENTIALITY AGREEMENT

This Third Party Confidentiality Agreement (the "Agreement") is made effective as of _____, 2013, by and among [_____] ("Third Party Recipient"), and the Financial Subcommittee of the Official Committee of Unsecured Creditors (the "Subcommittee").

WHEREAS, on September 11, 2012, Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC (together, the "Debtors") filed voluntary petitions for relief under Chapter 11 of 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 being jointly administered under Case No. 12-51127 (the "Chapter 11 Case");

WHEREAS, on October 23, 2012, the United States Trustee for the Western District of Louisiana appointed the Official Committee of Unsecured Creditors pursuant to Section 1102 of the Bankruptcy Code (the "Committee");

WHEREAS, the Committee formed the Subcommittee to handle certain Committee affairs relating to the Debtors' finances;

WHEREAS, the Committee wishes to disclose certain Confidential Information (defined below) to Third Party Recipient in order that Third Party Recipient may aid the Committee in carrying out its duties under the Bankruptcy Code, including, but not limited to, in the evaluation of a plan of reorganization for the Debtors, which may be beneficial to the Debtors, their estates and their creditors; and

WHEREAS, Third Party Recipient is willing to accept such Confidential Information on the terms and conditions set forth herein and in the Order Permitting Limited Disclosure of Confidential Information entered by the Bankruptcy Court in the Chapter 11 Case on [_____], 2013.

NOW, THEREFORE, in consideration of the foregoing premises, which are hereby incorporated into and made a part of this Agreement, and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged by the parties hereto, each of the undersigned, intending to be legally bound, does hereby agree as follows:

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 Subcommittee or its legal counsel, which contains confidential, competitive, sensitive and/or proprietary information furnished or otherwise disclosed in any manner, whether intentionally or unintentionally, to Third Party Recipient (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 Third Party Recipient or another person or entity under confidentiality obligations with the Subcommittee or the Debtors; (ii) is already in the possession of Third Party Recipient as of the date of this Agreement, provided that the source of such information is not the subject of a confidentiality agreement with or other contractual, legal, or fiduciary obligation of confidentiality to the Debtors, the Subcommittee or any other person with respect to such information; (iii) becomes available to Third Party Recipient on a non-confidential basis from a source other than the Subcommittee, 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 Third Party Recipient) with the Bankruptcy 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 Third Party Recipient on a non-confidential 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 Third Party Recipient 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 Third Party Recipient, the Subcommittee will advise whether it believes that any information provided does or does not constitute Confidential Information.

2. Confidential Information will be used by Third Party Recipient for the sole purpose of aiding the Committee in carrying out its duties under the Bankruptcy Code, including, but not limited to, in the evaluation of a plan of reorganization for the Debtors, which may include, without limitation, evaluating the possibility of structuring, marketing or entering into a transaction to provide financial support to the Debtors or valuing the Debtors’ business and assets. Confidential Information will not be used, directly or indirectly, for any other purpose, including, without limitation, for any litigation or threat thereof (unless such information is subsequently obtained through legal process), or for the Third Party Recipient’s own benefit or for the benefit of any person or entity other than to aid the Committee in carrying out its duties under the Bankruptcy Code, including, without limitation, in the evaluation of a plan of reorganization for the Debtors as provided in this Agreement. Third Party Recipient shall not disclose any Confidential Information to any other person or entity other than (i) its professionals retained for the specific purpose of supporting Third Party Recipient in aiding the Committee in carrying out its duties under the Bankruptcy Code, including, without limitation, in the evaluation of a plan of reorganization for the Debtors; (ii) as approved in writing by the Debtors; or (iii) as required by law or by legal or regulatory process.

3. In the event that Third Party Recipient or any of its professionals 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 Confidential Information, they shall provide the Debtors and the Subcommittee with prompt written notice thereof so that the Debtors and/or the Subcommittee 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 as provided herein, Third Party Recipient and/or any of its professionals conclude, after consultation with legal counsel, that they are nonetheless legally compelled to disclose Confidential Information, Third Party Recipient or its professionals 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 Third Party Recipient and its professionals exercise their reasonable best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by reasonably cooperating with the Debtors' and/or the Subcommittee's efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

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

5. Except as may otherwise be set forth in a final definitive agreement between Third Party Recipient and the Debtors, Third Party Recipient understands and acknowledges that (i) neither the Debtors nor the Committee is making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and (ii) none of the Debtors, the Committee, their representatives, their professionals, or their respective officers, directors, employees, agents, affiliates or controlling persons shall have any liability to Third Party Recipient or any other person resulting from Third Party Recipient's use of Confidential Information. Nothing herein shall be deemed to prevent the Debtors or the Committee from entering into any other agreement or arrangement with any other entity or person in connection with Confidential Information.

6. Third Party Recipient agrees that it will not be under any legal obligation of any kind whatsoever with respect to any possible restructuring by virtue of this or any written or oral expression with respect to such a transaction by any of the Debtors' directors, officers,

employees, agents, or any other professionals or advisors, unless and until a final and definitive agreement with respect to a financing transaction has been fully and duly executed and delivered by all required parties thereto.

7. Third Party Recipient agrees and acknowledges that this Agreement is for the benefit of the Subcommittee and the Debtors, and that the Debtors shall constitute third party beneficiaries hereunder and shall be entitled to enforce those terms of this Agreement that are for the Debtors' benefit.

8. Third Party Recipient agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that the Debtors and/or the Subcommittee 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.

9. This Agreement may be modified or waived (in whole or in part) only by a separate writing signed by Third Party Recipient and the Subcommittee 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.

10. Third Party Recipient acknowledges that it has received and reviewed a copy of the Order Permitting Limited Disclosure of Confidential Information entered by the Bankruptcy Court in the Chapter 11 Case on [_____], 2013, and hereby agrees to be bound by the terms thereof and the jurisdiction of the Bankruptcy Court for the resolution of any dispute thereunder or hereunder.

11. 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.

12. Third Party Recipient hereby represents and warrants that it is duly and legally authorized to enter into this Agreement and that the undersigned representative is authorized to act on behalf of and bind Third Party Recipient in accordance with the terms of this Agreement.

13. If any term, provision, covenant, or restriction of this Agreement is held by the Bankruptcy Court or any other 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.

14. 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.

15. 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.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

In witness whereof, intending to be bound, the undersigned have executed this Agreement effective as of the date first noted above.

[THIRD PARTY RECIPIENT]

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

**FINANCIAL SUBCOMMITTEE OF THE
OFFICIAL COMMITTEE OF UNSECURED
CREDITORS**

PETER MAYER ADVERTISING, INC.

By: _____
Jay Geiger, its authorized representative

JLL CONSULTANTS

By: _____
William S. Kaye, its authorized
representative

NEW & ASSOCIATES

By: _____
John New, Jr., its authorized
representative