



SO ORDERED.

SIGNED August 20, 2013.


ROBERT SUMMERHAYS
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,
ET AL.,

DEBTORS

* CASE NO. 12-51127
*
* (JOINT ADMINISTRATION)¹
*
* CHAPTER 11
*
* JUDGE ROBERT SUMMERHAYS

**ORDER APPROVING THIRD STIPULATION BY AND BETWEEN
PICCADILLY RESTAURANTS, LLC AND CIRCUS PROPERTY I, LLC,
AS MANAGING AGENT, EXTENDING THE SECTION 365(d)(4) DEADLINE**

Upon consideration of the *Third Stipulation by and between Piccadilly Restaurants, LLC and Circus Property I, LLC, Extending the Section 365(d)(4) Deadline* (the “Stipulation”) (Docket #901), a copy of which is attached hereto as **Exhibit 1**; and upon the *Ex Parte Motion*,

¹ Jointly administered with *In re Piccadilly Food Service, LLC*, 12-51128 (Bankr. W.D. La. 2012), and *In re Piccadilly Investments, LLC*, 12-51129 (Bankr. W.D. La. 2012).

to Extend the Assumption Deadline, Pursuant to Section 365 of the Bankruptcy Code, with Respect to the Master Lease Agreements with Circus Property I, LLC and Circus Property II, LLC (Docket #1020) filed herein on August 16, 2013, by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”),² and upon the record of these chapter 11 cases and due deliberation thereon, and good and sufficient cause appearing therefor,

IT IS ORDERED that the Stipulation is approved; and

IT IS FURTHER ORDERED that this Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

###

This Order was prepared and is being submitted by:

R. PATRICK VANCE (#13008)
ELIZABETH J. FUTRELL (#05863)
MARK A. MINTZ (#31878)
TYLER J. RENCH (#34049)
Jones, Walker, Waechter, Poitevent,
Carrère & Denègre, L.L.P.
201 St. Charles Avenue, 51st Floor
New Orleans, Louisiana 70170
Telephone: (504) 582-8000 / Direct: 582-8194
Direct Facsimile: (504) 589-8194
Email: pvance@joneswalker.com
Email: efutrell@joneswalker.com
Email: mmintz@joneswalker.com
Email: trench@joneswalker.com

**Attorneys for Piccadilly Restaurants, LLC
Piccadilly Food Service, LLC and
Piccadilly Investments, LLC**

² The debtors in these Chapter 11 cases include Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC.

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,
ET AL.,

DEBTORS

* CASE NO. 12-51127
*
* (JOINT ADMINISTRATION)¹
*
* CHAPTER 11
*
* JUDGE ROBERT SUMMERHAYS

**THIRD STIPULATION BY AND BETWEEN PICCADILLY
RESTAURANTS, LLC, AND CIRCUS PROPERTY I, LLC,
EXTENDING THE SECTION 365(d)(4) DEADLINE**

Piccadilly Restaurants, LLC, a Delaware limited liability company (the "Tenant"), one of the above captioned title 11 debtors and debtors-in-possession, and Circus Property I, LLC, a Delaware limited liability company (the "Landlord" and, together with the Tenant, the "Parties"), pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the "Bankruptcy Code") hereby stipulate (this "Third Stipulation"), as follows:

RECITALS

WHEREAS, on September 11, 2012 (the "Petition Date"), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Code for the Western District of Louisiana, Lafayette Division (the "Bankruptcy Court");

WHEREAS, the Debtors continue to operate their businesses and manage their properties as debtors-in-possession as authorized by sections 1102(a) and 1108 of the

¹ Jointly administered with *In re Piccadilly Food Service, LLC*, 12-51128 (Bankr. W.D. La. 2012), and *In re Piccadilly Investments, LLC*, 12-51129 (Bankr. W.D. La. 2012).

Bankruptcy Code;

WHEREAS, the Tenant and Landlord are parties to that certain Master Lease, made as of March 30, 2001 (the "Lease"), covering certain nonresidential real properties described in the Lease;

WHEREAS, the initial 120-day deadline (the "Assumption Deadline") for the Debtors to assume or reject the Lease was extended by 90-days, or to April 9, 2013, by Order of the Bankruptcy Court entered on December 19, 2012 (Docket #416), which order granted the Debtors' *Motion for an Order Extending Time to Assume or Reject Unexpired Nonresidential Leases of Real Property* (Docket #305).

WHEREAS, section 365(4)(B)(ii) of the Bankruptcy Code provides that if the Bankruptcy Court grants an initial 90-day extension of the Assumption Deadline, the Bankruptcy Court may grant a subsequent extension only upon the prior written consent of the lessor;

WHEREAS, the Parties entered into a Stipulation that extending the Assumption Deadline and that was filed on the docket of the Bankruptcy Court on March 12, 2013 (Docket #573) (the "Original Stipulation"), which Original Stipulation was approved by the Bankruptcy Court pursuant to an Order entered on March 14, 2013 (Docket #595);

WHEREAS, the Parties entered into a Second Stipulation extending the Assumption Deadline that was filed on the docket of the Bankruptcy Court on August 31, 2013 (Docket #901) (the "Second Stipulation"), which Second Stipulation was approved by the Bankruptcy Court pursuant to an Order entered on July 8, 2013 (Docket #918); and

WHEREAS, the Parties have agreed to extend the current deadline to assume or reject that is set forth in the Second Stipulation (the "Current Deadline") pursuant to the terms of this

Third Stipulation.

NOW THEREFORE, the Parties hereby stipulate and agree, pursuant to section 365(d)(4) of the Bankruptcy Code, as follows:

1. Upon the entry of an order approving this Third Stipulation, the Current Deadline for the Lease shall be extended through and including the earlier of (a) confirmation of any chapter 11 plan, and (b) October 29, 2013, on the terms and conditions set forth herein and without prejudice to the Parties' right to agree (in writing) to and request a further extension of such deadline.

2. Nothing contained in this Third Stipulation shall be construed to provide written consent for any extension beyond that set forth herein, and any further extension of the time to assume or reject the Lease will require separate written consent by the Landlord.

3. Nothing contained in this Third Stipulation shall be construed as an agreement by the Landlord to assume or assume and assign the Lease, and, other than as set forth herein, the Parties do not waive any of their rights under section 365 of the Bankruptcy Code, including, but not limited to, timely payment of all post-petition Lease rent and charges as required by section 365(d)(3) of the Bankruptcy Code.

4. This Third Stipulation is intended by the Parties to be binding upon their successors, agents, and assigns, including bankruptcy trustees and estate representatives, and any parent, subsidiary and affiliated entity of each Party.

5. This Third Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same document.

6. The Parties consent to the exclusive jurisdiction of the Bankruptcy Court for all matters concerning this Third Stipulation, to the fullest extent the Bankruptcy Court has jurisdiction under 28 U.S.C. §1334.

7. This Third Stipulation is subject to Bankruptcy Court approval.

8. The Bankruptcy Court shall retain jurisdiction to interpret, enforce, and resolve any disputes arising under or related to this Third Stipulation. Any motion or application brought before the Bankruptcy Court to resolve any dispute arising under or related to this Stipulation shall be brought on proper notice in accordance with the relevant Bankruptcy Rules and the Local Rules of the Bankruptcy Court.

9. This Third Stipulation shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede any previous negotiations, commitments, writings, orders, or judgments with respect to such subject matter and no provision of this Third Stipulation may be changed except by a written instrument executed by the Parties.

10. The person who executes this Third Stipulation on behalf of each respective Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Third Stipulation on behalf of such Party.

11. It is acknowledged that each Party has participated in and jointly consented to the drafting of this Third Stipulation and that any claimed ambiguity shall not be construed for or against either Party on account of such drafting.

AGREED AN ACCEPTED:

CIRCUS PROPERTY I, LLC (Landlord)

By: *Circus Equity I, LLC, member manager*

BY: *[Signature]*

NAME: David Silvers

ITS: Vice President

DATE: August 14, 2013

AGREED AN ACCEPTED:

PICCADILLY RESTAURANTS, LLC (Tenant)

BY: *[Signature]*
NAME: Thomas F. Sandeman

ITS: Chief Executive Officer

DATE: August 14, 2013

United States Bankruptcy Court
Western District of Louisiana

In re:
Piccadilly Restaurants, LLC
Debtor

Case No. 12-51127-RRS
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0536-4

User: lchamp
Form ID: pdf8

Page 1 of 2
Total Noticed: 2

Date Rcvd: Aug 20, 2013

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 22, 2013.

db +Piccadilly Restaurants, LLC, c/o Jones Walker et al, 201 St. Charles Ave #5100,
New Orleans, LA 70170-5101
aty +Jones, Walker, Waechter, Poitevent, Carrere & Dene, 201 St. Charles Avenue, 51st Floor,
New Orleans, LA 70170-5000

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

tr ***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****
DIP

TOTALS: 1, * 0, ## 0

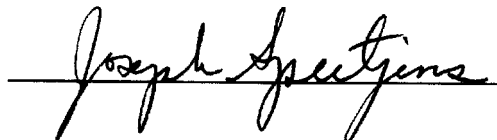
Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 22, 2013

Signature: _____



The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 20, 2013 at the address(es) listed below:

Albert J. Derbes, IV on behalf of Creditor Committee Official Committee of Unsecured Creditors ajdiv@derbeslaw.com, derbespacer@gmail.com

Alison D. Bauer on behalf of Creditor Peter Mayer Advertising, Inc. abauer@torys.com

Andrew D. Mendez on behalf of Creditor Peter Mayer Advertising, Inc. amendez@stonepigman.com

Brent R. McIlwain on behalf of Creditor Atalaya Administrative, LLC brent.mcilwain@hklaw.com, brian.smith@hklaw.com;robert.jones@hklaw.com;martha.miller@hklaw.com

Christopher R. Maddux on behalf of Creditor The Merchants Company d/b/a Merchants Foodservice chris.maddux@butlersnow.com

Dale R. Baringer on behalf of Creditor Kleinpeter Farms Dairy, L.L.C. dale@baringerlawfirm.com, pam@baringerlawfirm.com;aaron@baringerlawfirm.com;ben@baringerlawfirm.com

Dannie P. Garrett on behalf of Creditor The Merchants Company d/b/a Merchants Foodservice dannie.garrett@butlersnow.com

David F. Waguespack on behalf of Creditor Atalaya Administrative, LLC waguespack@carverdarden.com, plaisance@carverdarden.com

David L. Pollack on behalf of Interested Party Aronov Realty Management pollack@ballardspahr.com

David Patrick Keating on behalf of Creditor GGP, Inc. rick@thekeatingfirm.com, shannon@thekeatingfirm.com

Douglas S. Draper on behalf of Interested Party CB Agency Services, LLC ddraper@hellerdraper.com

Elizabeth J. Futrell on behalf of Debtor Piccadilly Food Service, LLC efutrell@joneswalker.com, jmagallanes@joneswalker.com;sliberio@joneswalker.com

Frederick L. Bunol on behalf of Creditor Committee Official Unsecured Creditors Committee fbunol@derbeslaw.com, derbespacer@gmail.com

Gail Bowen McCulloch on behalf of U.S. Trustee Office of U. S. Trustee gail.mcculloch@usdoj.gov

J. David Forsyth on behalf of Creditor Delmont Village Associates LLC jdf@sessions-law.com

Jason M. Cerise on behalf of Creditor Crescent Business Machines jcerise@lockelord.com

John P. Dillman on behalf of Creditor Harris County houston_bankruptcy@publicans.com

Jon Ann Giblin on behalf of Creditor Kimco Realty Corporation jgiblin@mcglinchey.com, zfrederick@mcglinchey.com

Keith Couture on behalf of Creditor Grimes Professional Dirt Busters kcouture@couturelaw.net

Lawrence Bradley Hancock on behalf of Creditor Committee Official Committee of Unsecured Creditors hancockb@gtlaw.com

Leo D. Congeni on behalf of Creditor Trademasters, Inc. leo@congenilawfirm.com, michelle@congenilawfirm.com

Louis M. Phillips on behalf of Debtor Piccadilly Food Service, LLC lphillips@gordonarata.com, pbartholomew@gordonarata.com;jalcantara@gordonarata.com;espurgeon@gordonarata.com

Mark A. Mintz on behalf of Debtor Piccadilly Food Service, LLC mmintz@joneswalker.com, mmcadory@joneswalker.com;sliberio@joneswalker.com

Office of U. S. Trustee USTPRegion05.SH.ECF@usdoj.gov

Patrick L. McCune on behalf of Debtor Piccadilly Restaurants, LLC pmccune@joneswalker.com

Paul M. Lavelle on behalf of Creditor MSCI 2005-IQ-10 CORTANA MALL, LLC plavelle@winstead.com, slavelle@winstead.com;ecolumbus@winstead.com;whsu@winstead.com

Paul N. Debaillon on behalf of Creditor Southern Commercial Buildings, LLC pauld@debaillonmiley.com

Peter A. Kopfinger on behalf of Debtor Piccadilly Food Service, LLC PKopfinger@gordonarata.com

Phillip K. Wallace on behalf of Creditor Cora Ann Ball philkwall@aol.com

R. Patrick Vance on behalf of Debtor Piccadilly Restaurants, LLC pvance@joneswalker.com, dschulte@joneswalker.com

Robert L. LeHane on behalf of Creditor GGP, Inc. kdwbankruptcydepartment@kelleydrye.com

Ronald Mark Tucker on behalf of Creditor Simon Property Group, Inc. rtucker@simon.com

Ryan James Richmond on behalf of Debtor Piccadilly Food Service, LLC pbartholomew@gordonarata.com, jalcantara@gordonarata.com;ryan.richmond.cmecf@gmail.com

Shari L. Heyen on behalf of Attorney Greenberg Traurig, LLP heyens@gtlaw.com, kurzweild@gtlaw.com;hartle@gtlaw.com;eastlaked@gtlaw.com

Stephen D. Wheelis on behalf of Creditor CLECO Corporation steve@wheelis-rozanski.com

Stephen W. Rosenblatt on behalf of Creditor The Merchants Company d/b/a Merchants Foodservice steve.rosenblatt@butlersnow.com

Tristan E. Manthey on behalf of Interested Party CB Agency Services, LLC tmanthey@hellerdraper.com, kfritscher@hellerdraper.com;cnobles@hellerdraper.com;awientjes@hellerdraper.com

Tristan E. Manthey on behalf of Interested Party Yucaipa Corporate Initiatives Fund I, L.P. tmanthey@hellerdraper.com, kfritscher@hellerdraper.com;cnobles@hellerdraper.com;awientjes@hellerdraper.com

Tyler J. Rench on behalf of Debtor Piccadilly Restaurants, LLC trench@joneswalker.com

Wayne A. Shullaw on behalf of Creditor Poss Select Produce, Inc c/o Wayne A. Shullaw Attorney shullaw@bellsouth.net

William A. Frazell on behalf of Creditor Texas Comptroller of Public Accounts bk-bfrazell@texasattorneygeneral.gov

William F. McCormick on behalf of Creditor Tennessee Department of Revenue agbankcal@ag.tn.gov

William H. Patrick, III on behalf of Interested Party CB Agency Services, LLC wpatrick@hellerdraper.com, lwright@hellerdraper.com

TOTAL: 43