

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION**

**IN RE:**  
  
**PICCADILLY RESTAURANTS, LLC,  
ET AL.,**  
  
**DEBTORS**

\* **CASE NO. 12-51127**  
\*  
\* **(JOINT ADMINISTRATION)<sup>1</sup>**  
\*  
\* **CHAPTER 11**  
\*  
\* **JUDGE ROBERT SUMMERHAYS**

**ORDER, PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE,  
GRANTING THE EIGHTH ASSUMPTION MOTION**

*Considering the Debtors’ Eighth Motion for an Order, Pursuant to Section 365 of the Bankruptcy Code, Authorizing the Debtors to (1) Assume An Unexpired Lease of Nonresidential Real Property, as Amended, and (2) Satisfy the Cure Amount in Respect Thereof (the “Eighth Assumption Motion”) (Docket # [REDACTED]), filed herein on October 25, 2013, by the above-captioned*

<sup>1</sup> 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).

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debtors and debtors-in-possession (collectively, the “Debtors”),<sup>2</sup> for an order to, *inter alia*, (i) assume, as amended, that certain unexpired lease of nonresidential real property, originally dated December 11, 1986, by and between Bobette Brocato Dudley, Claire Landry Brocato, Brenda Brocato Benjamin and James Robert Brocato, as the original lessors (together with the current lessor, Brocato, LLC, the “Lessor”), and Piccadilly Cafeterias, Inc., as the original lessee (collectively, the “Lease, as Amended”), (ii) satisfy the proposed cure amount (the “Cure Amount”) for the assumption of the Lease, as Amended; the Court having subject matter jurisdiction to consider the Eighth Assumption Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and considering the Eighth Assumption Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and no trustee or examiner having been appointed in these Chapter 11 cases; and due and proper notice of the Eighth Assumption Motion (including, but not limited to, the request to assume the Lease, as Amended) having been provided, and it appearing that no other or further notice need be provided; and upon the record, and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Eighth Assumption Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest, and that the legal and factual basis set forth in the Eighth Assumption Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor; and the Debtors having represented to the Court that the Eighth Assumption Motion was filed and served in conformity with the Local Rules of this Court.

**IT IS ORDERED** that the Eighth Assumption Motion is **GRANTED**.

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

**IT IS FURTHER ORDERED** that Piccadilly Restaurants, LLC (“Restaurants”), as lessee, is hereby authorized to assume the Lease, as Amended, effective as of the entry of this Order[, but no later than December 31, 2013].

**IT IS FURTHER ORDERED** that Restaurants is authorized to satisfy the Cure Amount with respect to the Lease, as Amended, in the amount of \$10,038.58.

**IT IS FURTHER ORDERED** that, within thirty (30) days of the entry of this Order, Restaurants shall pay the Cure Amount to the current Lessor of the Lease, as Amended, in the amount of \$10,038.58.

**IT IS FURTHER ORDERED** that payment of the Cure Amount, in the amount of \$10,038.58, shall constitute the cure of all defaults arising under the Lease, as Amended, that are required to be cured by Restaurants under section 365(b) of the Bankruptcy Code (after giving effect to section 365(b)(2) of the Bankruptcy Code).

**IT IS FURTHER ORDERED** that, subject to appropriate notice and opportunity to object and this Court’s approval, Restaurants retains its right to seek to assign the Lease, as Amended, pursuant to and in accordance with the requirements of section 365 of the Bankruptcy Code, and Lessor reserves all objections to any such assignment.

[**IT IS FURTHER ORDERED** that if the Lessor files a timely Objection (that complies with the requirements set forth above) as to the Cure Amount *only* (a “Cure Objection”), the hearing on such Cure Objection shall be heard on the \_\_\_ day of \_\_\_\_\_, 2013.]

**IT IS FURTHER ORDERED** that the terms of this Order shall be immediately effective and enforceable upon its entry.

**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.

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**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 LLP  
201 St. Charles Avenue, 51st Floor  
New Orleans, Louisiana 70170  
Telephone: (504) 582-8000  
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**