

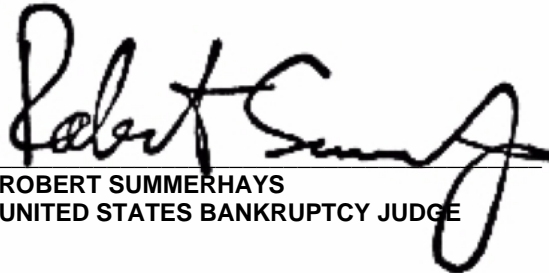
CONFIRMATION PROCEDURES ORDER

EXHIBIT B



SO ORDERED.

SIGNED November 13, 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 (I) THE FIRST AMENDED DISCLOSURE STATEMENT, AND (II) WITH RESPECT TO THE FIRST AMENDED JOINT PLAN OF REORGANIZATION, (A) THE CONFIRMATION HEARING NOTICE, THE MANNER OF MAILING AND SERVICE OF THE SOLICITATION PACKAGE AND NOTICE OF NON-VOTING STATUS, (B) THE PROCEDURES FOR VOTING AND TABULATION OF BALLOTS, (C) THE FORMS OF BALLOTS, AND (D) THE PROCEDURES FOR ALLOWING CLAIMS FOR VOTING PURPOSES

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).

Upon consideration of the *Plan Proponents' Joint Motion for Entry of an Order Approving (I) the Disclosure Statement, and (II), with respect to the Joint Reorganization Plan of Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, (A) the Confirmation Hearing Notice, the Manner of Mailing and Service of the Solicitation Package and Notice to Non-Voting Classes, (B) the Procedures for Voting and Tabulation of Ballots, (C) the Forms of Ballots, and (D) the Procedures for Allowing Claims for Voting Purposes* [Docket No. 1130] (the "Motion")² and all exhibits thereto; and upon the hearing held on October 29, 2013 (the "Hearing") for consideration of the Motion; the Bankruptcy Court having jurisdiction to consider the foregoing in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that due and proper notice of the Motion has been given, and that no other or further notice need be given; and the Bankruptcy Court having determined, after due deliberation, that granting the Motion is in the best interests of the Estates; and upon all other proceedings had before the Bankruptcy Court, including the adequacy of the information (within the meaning of section 1125 of the Bankruptcy Code) that is contained in the *First Amended Disclosure Statement for the First Amended Joint Chapter 11 Plan of Piccadilly Investments, LLC, Piccadilly Restaurants, LLC, and Piccadilly Food Service, LLC, Proposed by Atalaya Administrative, LLC, Atalaya Funding II, LP, Atalaya Special Opportunities Fund IV, LP (Tranche B), Atalaya Special Opportunities Fund (Cayman) IV LP (Tranche B), and the Official*

² Unless otherwise defined herein, capitalized terms used in this Order shall have the same meaning ascribed to them in the Motion and the *First Amended Joint Chapter 11 Plan of Piccadilly Investments, LLC, Piccadilly Restaurants, LLC, and Piccadilly Food Service, LLC, Proposed by Atalaya Administrative, LLC, Atalaya Funding II, LP, Atalaya Special Opportunities Fund IV, LP (Tranche B), Atalaya Special Opportunities Fund (Cayman) IV LP (Tranche B), and the Official Committee of Unsecured Creditors* (as amended, supplemented, or modified from time to time, the "Joint Plan"), as the case may be.

Committee of Unsecured Creditors (as amended, supplemented or modified from time to time, the “Disclosure Statement”); and good and sufficient cause appearing herein:

IT IS HEREBY ORDERED that the Motion is **GRANTED**.

IT IS HEREBY ORDERED that the Disclosure Statement is hereby approved in all respects. This Order approving the Disclosure Statement amends, restates, and supersedes the *Order and Notice Approving Disclosure Statement, Fixing Time for Filing Acceptances or Rejections of Plan, Fixing Date for Confirmation Hearing, and Requiring a Tabulation of Voting* [Docket No. 1201] entered by this Court on October 30, 2013.

IT IS HEREBY ORDERED that the Confirmation Hearing will be held January 13 and 14, 2014 at 9:00 a.m., prevailing Central Time (the “Hearing Date”), in the United States Bankruptcy Court for the Western District of Louisiana, Lafayette Division, 214 Jefferson Street, Suite 100, Lafayette, Louisiana 70501-7050.

IT IS HEREBY ORDERED that any objection to Confirmation of the Joint Plan (a) must be in writing, (b) state the name and address of the objecting party and the nature of the Claim or Interest of such party, (c) state with particularity the basis and nature of any objection, and (d) be Filed in the Docket of the Bankruptcy Case on or before January 6, 2014 (the “Objection Deadline”). The Bankruptcy Court may only consider written objections that were filed on or before the Objection Deadline.

IT IS FURTHER ORDERED that the form of the Confirmation Hearing Notice, substantially in the form attached to this Order as **Exhibit A**, (a) is hereby approved in all respects, and (b) hereby deemed good, adequate and sufficient notice of the hearing on the confirmation of the Joint Plan, and the other items contained in the Joint Plan.

IT IS FURTHER ORDERED that the Solicitation Package be and the same is hereby approved, which shall contain the following:

- (a) The Confirmation Hearing Notice (in the form attached to this Order as **Exhibit A**);
- (b) The Disclosure Statement as approved by this Bankruptcy Court, with a copy of the Joint Plan and related exhibits attached thereto; and
- (c) One or more appropriate Ballots for the Holders of Claims in the Voting Classes under the Joint Plan, together with voting instructions and information relative to the return of Ballots (in the form attached to this Order as **Exhibit C** in globo).

IT IS FURTHER ORDERED that the Solicitation Package shall be served on the Holders of Claims in the Voting Classes; *provided, however*, because the deadline for filing Proofs of Claim was March 15, 2013 (the “Bar Date”) (Docket No. 477), the Solicitation Package will not be served on any Holder with respect to a Claim in a Voting Class that is listed on the Debtors’ Schedules of Assets of Liabilities as contingent, disputed, or unliquidated (a “Disputed Scheduled Claim”) unless either (a) a Proof of Claim was Filed with respect to such Disputed Scheduled Claim before the Bar Date, or (b) a Proof of Claim was deemed timely Filed by an order of the Bankruptcy Court before the Voting Deadline.

IT IS FURTHER ORDERED that, in lieu of the Solicitation Package, the Voting Agent will serve Holders of Claims and Interests in the Non-Voting Classes with the Notice to Non-Voting Classes, in the form attached to this Order as **Exhibit B**, which is hereby approved as complying with Bankruptcy Rules 2002, 3017 and 3018.

IT IS FURTHER ORDERED that the following Ballots for the Joint Plan, in form and substance substantially similar to the Ballots attached to this Order as **Exhibit C** in globo, be and the same are hereby approved:

- (a) Ballot PR 2: Ballot for the Holders of the Atalaya Secured Claim;
- (b) Ballot PR 4: Ballot for Holders of PR Class 4 Claims (Convenience Claims);

- (c) Ballot PR 5: Ballot for Holders of PR Class 5 Claims (General Unsecured Claims);
- (d) Ballot PR 7: Ballot for Holder of PR Class 7 Claims (Unliquidated Tort Claims);
- (e) Ballot PFS 2: Ballot for the Holders of the Atalaya Secured Claim;
- (f) Ballot PFS 5: Ballot for Holders of PFS Class 5 Claims (General Unsecured Claims);
- (g) Ballot PI 2: Ballot for the Holders of the Atalaya Secured Claim; and
- (h) Ballot PI 5: Ballot for Holders of PI Class 5 Claims (General Unsecured Claims).

IT IS FURTHER ORDERED that the Plan Proponents' proposed procedures for distribution of the Solicitation Package, in compliance with Bankruptcy Rules 2002(b) and 3017(d), are hereby approved, as follows:

- (a) No later than ten (10) Business Days after entry of this Order approving the Disclosure Statement, the Voting Agent shall transmit to the United States mail service, postage prepaid, true and correct copies of the Solicitation Package, with a Ballot for acceptance or rejection of the Joint Plan, to (i) each person or entity listed on the Debtors' Schedules of Liabilities, as amended before the Voting Record Date, that is not listed as disputed, contingent or unliquidated (collectively, the "Schedules"), and (ii) each Entity that timely Filed a Proof of Claim that has not been withdrawn or disallowed by an Order of the Bankruptcy Court entered on or before the Voting Record Date (collectively, the "Solicitation Package Recipients").
- (b) No later than ten (10) Business Days after entry of this Order approving the Disclosure Statement, the Voting Agent shall cause to be mailed by first class, mail the Notice to Non-Voting Classes to each Holder of a Claim or Interest in a Non-Voting Class.
- (c) Thereafter any requests for Solicitation Packages shall be made to the Voting Agent, and the Voting Agent shall be responsible for the service of the same.

IT IS FURTHER ORDERED that the Voting Procedures proposed by the Plan Proponents in the Motion at Paragraphs 18 through 20 are hereby approved.

IT IS FURTHER ORDERED that the Voting Record Date shall be 5:00 p.m., prevailing Central Time, on the date of entry of this Order.

IT IS FURTHER ORDERED that the Voting Deadline is hereby established as 5:00 p.m., prevailing Central Time, on January 6, 2014.

IT IS FURTHER ORDERED that the following rules shall be applied by the Voting Agent in its tabulation of Ballots:

- (a) No Ballot received by facsimile, by e-mail, or after the Voting Deadline will be counted unless accepted and disclosed to the party submitting the Ballot by the Plan Proponents or otherwise ordered by the Bankruptcy Court.
- (b) A Ballot containing a signature, but no designation of acceptance or rejection of the Joint Plan, shall not be counted.
- (c) A Ballot containing a signature that both accepts and rejects the Joint Plan for the same Holder shall not be counted.
- (d) A Ballot containing a signature that attempts to partially reject and partially accept the Joint Plan shall not be counted.
- (e) A Ballot containing no signature, but a designation of acceptance or rejection of the Joint Plan, shall not be counted.
- (f) If two or more properly executed Ballots are timely submitted with respect to the same Claim, the last timely submitted and properly executed Ballot with respect to such Claim shall govern.
- (g) Any Holder or authorized counsel for a Holder in a Voting Class who has delivered a valid Ballot to the Voting Agent may withdraw his or her vote by delivering written notice of withdrawal to the Voting Agent. To be valid, the notice of withdrawal must (i) be signed by the party who signed the Ballot to be revoked, and (ii) be received by the Voting Agent before the Voting Deadline. Parties in interest retain their rights to contest the validity of any withdrawals of Ballots.
- (h) Any Holder or authorized counsel of a Holder who has delivered a valid Ballot to the Voting Agent may change the vote by delivering to the Voting Agent a properly executed completed replacement Ballot, so as to be received on or before the Voting Deadline; provided, however, that if any Holder or authorized counsel of a Holder timely delivers to the Voting Agent a properly executed completed replacement Ballot, only the replacement Ballot shall be counted.

IT IS FURTHER ORDERED that the Voting Agent shall review all Ballots as they are received to determine their compliance with the above-described rules. If the Voting Agent determines that a Ballot does not comply with the rules and therefore would not be counted, the Voting Agent may, but is not required to, notify the party that submitted the Ballot of the problem to advise that a replacement Ballot may be submitted; *provided, however*, that no replacement Ballot received after the Voting Deadline shall be considered unless ordered by the Bankruptcy Court, or agreed to in writing by counsel to the Plan Proponents.

IT IS FURTHER ORDERED that, except as to confirmation objections that arise based on the balloting and tabulation results on the Joint Plan (the “Balloting and Tabulation Objections”), the deadline for filing written objections to the confirmation of the Joint Plan shall be January 6, 2014.

IT IS FURTHER ORDERED that, with the exception of responses or replies to Balloting and Tabulation Objections, the deadline for filing written responses or replies to objections to the Confirmation of the Joint Plan is January 10, 2014.

IT IS FURTHER ORDERED that the Tabulation Rules contained in Paragraph 25 of the Motion are hereby approved.

IT IS FURTHER ORDERED that, unless the provisions of this Order clearly and specifically modify any applicable provision of the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure with respect to the Joint Plan, all applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure shall continue to fully control as to all issues of notice, solicitation of acceptances or rejections, voting tabulation and the process of plan confirmation.

###

This Order was prepared and is being jointly submitted by:

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EXHIBITS

- Exhibit A** Confirmation Hearing Notice
- Exhibit B** Notice of (I) Approval of the First Amended Disclosure Statement, (II) Non-Voting Status for the First Amended Joint Chapter 11 Plan of Reorganization, and (III) Hearing to Consider Confirmation of First Amended Joint Plan of Reorganization
- Exhibit C** **Ballots for Acceptance or Rejection of the Joint Plan:**
(in globo)
- Ballot PR 2:** Ballot for the Holders of the PR Class 2 Claim (Atalaya Secured Claim against Piccadilly Restaurants, LLC);
- Ballot PR 4:** Ballot for Holders of PR Class 4 Claims (Convenience Claims against Piccadilly Restaurants, LLC);
- Ballot PR 5:** Ballot for the Holders Class PR 5 Claims (General Unsecured Claims against Piccadilly Restaurant, LLC);
- Ballot PR 7:** Ballot for the Holder Class PR 7 Claims (Unliquidated Tort Claims against Piccadilly Restaurant, LLC);
- Ballot PFS 2:** Ballot for the Holders of the PFS Class 2 Claim (Atalaya Secured Claim against Piccadilly Food Service, LLC);
- Ballot PFS 5:** Ballot for the Holders PFS Class 5 Claims (General Unsecured Claims against Piccadilly Food Service, LLC);
- Ballot PI 2:** Ballot for the Holders of the PI Class 2 Claim (Atalaya Secured Claim against Piccadilly Investments, LLC); and
- Ballot PI 5:** Ballot for Holders of PI Class 5 Claims (General Unsecured Claims against Piccadilly Investments, LLC).

Exhibit A

Confirmation Hearing Notice

**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**

**NOTICE OF (I) APPROVAL OF THE FIRST AMENDED DISCLOSURE STATEMENT,
AND (II) HEARING TO CONSIDER CONFIRMATION OF THE FIRST AMENDED
JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR PICCADILLY
RESTAURANTS, LLC, PICCADILLY FOOD SERVICE, LLC AND PICCADILLY
INVESTMENTS, LLC PROPOSED BY ATALAYA ADMINISTRATIVE, LLC,
ATALAYA FUNDING II, LP, ATALAYA SPECIAL OPPORTUNITIES FUND IV, LP
(TRANCHE B), ATALAYA SPECIAL OPPORTUNITIES FUND (CAYMAN) IV LP
(TRANCHE B) AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

**TO: ALL HOLDERS OF CLAIMS AGAINST THE DEBTORS AND OTHER
INTERESTED PARTIES**

PLEASE TAKE NOTICE that, on November __, 2013, the (a) *First Amended Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC and Piccadilly Investments, LLC* was filed by Atalaya² and the Official Committee of Unsecured Creditors (the “Committee,” and together with Atalaya, the “Plan Proponents”) [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Plan” or the “Joint Plan”), and (b) the Plan Proponents filed that certain *First Amended Disclosure Statement for the First Amended Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC and Piccadilly Investments, LLC* [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Disclosure Statement”). The Plan includes (a) with respect to Piccadilly Restaurants, LLC (“PR”), the terms and conditions of the treatment of the Claims against and Interests in PR (the “PR Plan”), (b) with respect to Piccadilly Food Service, LLC (“PFS”), the terms and conditions of the treatment of the Claims against and Interests in PFS (the “PFS Plan”), and (c) with respect

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).

² All capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Joint Plan and the *Plan Proponents’ Joint Motion for Entry of an Order Approving (I) the Disclosure Statement, and (II) with respect to the Joint Reorganization Plan, (A) the Confirmation Hearing Notice, the Manner of Mailing and Service of the Solicitation Package and Notice to Non-Voting Classes, (B) the Procedures for Voting and Tabulation of Ballots, (C) the Forms of Ballots, and (D) the Procedures for Allowing Claims for Voting Purposes* [Docket No. 1130] (the “Confirmation Procedures Motion”), as the case may be.

to Piccadilly Investments, LLC (“PI”), the terms and conditions of the treatment of the Claims against and Interests in PI (the “PI Plan”), The provisions of the Plan, together with the provisions of the PR Plan, the PFS Plan and the PI Plan, shall be collectively referred to in this Notice as the “Joint Plan.”

PLEASE TAKE FURTHER NOTICE that, on _____, after notice and a hearing, pursuant to Section 1125 of the Bankruptcy Code, the Bankruptcy Court entered an Order approving the Disclosure Statement as providing adequate information for the Holders of Claims to make a decision as to whether to accept or reject the Joint Plan. In addition, the Bankruptcy Court entered an Order approving (among other things) this Notice, the manner of mailing and service of the *Order Approving (I) the First Amended Disclosure Statement, and (II) with respect to the First Amended Joint Plan of Reorganization, (A) the Confirmation Hearing Notice and the Manner of Mailing and Service of the Solicitation Package and this Confirmation Notice, (B) the Voting Agent and the Procedures for Voting and Tabulation of Ballots, (C) the Forms of Ballots, and (D) the Procedures for Allowing Claims for Voting Purposes* (Docket No. [____]) (the “Confirmation Procedures Order”). **Pursuant to the Confirmation Procedures Order, in order to be counted, a completed and executed Ballot with respect to voting on the Joint Plan must be actually received by the Voting Agent no later than January 6, 2014, at 5:00 p.m. (Prevailing Central Time) (the “Voting Deadline”).** No Ballot received by facsimile, by e-mail, or after the Voting Deadline will be counted unless otherwise accepted and disclosed by the Plan Proponents or ordered by the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that:

1. A hearing (the “Confirmation Hearing”) will be held before the Honorable Robert Summerhays, United States Bankruptcy Judge, at the United States Bankruptcy Court, Western District of Louisiana, Lafayette Division, 214 Jefferson Street, Suite 100, Lafayette, Louisiana 70501-7050 (the “Bankruptcy Court Room”), on January 13 and 14, 2014, at 9:00 a.m. (Prevailing Central Time) to consider the entry of an order, among other things, confirming the Joint Plan under section 1129 of the Bankruptcy Code.

In accordance with the Confirmation Procedures Order, you should receive copies of the Solicitation Package³ if you are the Holder of a Claim against any of the Debtors; *provided, however*, because the deadline for filing Proofs of Claim was March 15, 2013 (the “Bar Date”) (Docket No. 477), the Solicitation Package will not be served on any Holder with respect to a Claim that is listed on the Debtors’ Schedules of Assets of Liabilities (Docket No. 269) as being contingent, disputed, or unliquidated (a “Disputed Scheduled Claim”) unless (a) a Proof of Claim was Filed with respect to such Disputed Scheduled Claim before the Bar Date, or (b) a Proof of Claim was deemed timely Filed by an order of the Bankruptcy Court before the Voting Deadline. Further, the Plan Proponents will not serve the Solicitation Package on the Holders of Claims and Interests in the Non-Voting Classes. Instead, the Holders of Claims and Interests in the Non-Voting Classes will be served with a Notice to Non-Voting Classes, which includes information on the manner in which to obtain the Solicitation Package, if desired.

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The contents of the Solicitation Package are described in the Confirmation Procedures Motion.

If you are entitled to receive a Solicitation Package and something is missing, if you wish to receive additional Solicitation Packages, or if you are not entitled to receive a Solicitation Package but you wish to receive a Solicitation Package nonetheless, you should send a written request via U.S. mail to the Voting Agent, BMC Group, Inc., Attn: Piccadilly Restaurants, LLC, Ballot Processing, PO Box 3020, Chanhassen, MN 55317-3020, or make your request by calling the Voting Agent at 1-888-909-0100. Parties in interest can also obtain copies of the Solicitation Package (except Ballots) on BMC Group Inc.'s website, which is <http://www.bmcgroup.com/piccadilly>.

2. **To be counted, your completed and executed Ballot to accept or reject the Joint Plan must be actually received by the Voting Agent on or before the Voting Deadline. The Voting Deadline is January 6, 2014, at 5:00 p.m. (Prevailing Central Time).** In accordance with the Confirmation Procedures Order, Ballots may be delivered to the Voting Agent, BMC Group, Inc., via U.S. mail to the Voting Agent, BMC Group, Inc., Attn: Piccadilly Restaurants, LLC, Ballot Processing, PO Box 3020, Chanhassen, MN 55317-3020 (if by U.S. Mail), or BMC Group, Inc., Attn: Piccadilly Restaurants, LLC, Ballot Processing, 18675 Lake Drive East, Chanhassen, MN 55317 (if by overnight delivery, such as Federal Express). In addition, any completed Ballot that is received on or before the Voting Deadline will not be counted if such Ballot either (a) does not indicate an acceptance or a rejection of the Joint Plan, or (b) is not signed.

3. Objections, if any, to the Confirmation of the Joint Plan (other than objections that arise based on the balloting and tabulation results on the Joint Plan), any of the other relief sought by the Plan Proponents in connection with the Confirmation of the Joint Plan, must (a) be in writing and state with particularity the basis and nature of any such objection, (b) state the name and address of the objecting party and the nature of the Claim of such party, and (c) be filed with the Bankruptcy Court **no later than January 6, 2014 (the “Objection Deadline”). ANY OBJECTION TO THE CONFIRMATION OF THE JOINT PLAN THAT IS NOT FILED ON OR BEFORE THE OBJECTION DEADLINE MAY NOT BE CONSIDERED.**

4. In accordance with Bankruptcy Rule 2002(c)(3), set forth below are the injunctions contained at Section 11.2 of the Joint Plan:

Except as otherwise expressly provided in the Joint Plan or the Confirmation Order, as of the Effective Date, any Entity that has held, currently holds or may hold a Claim or other debt or liability or Interest that is discharged, released, waived, settled or deemed satisfied in accordance with the Joint Plan will be permanently enjoined from taking any of the following actions on account of any such Claims, debts, liabilities, Interests or rights: (a) commencing or continuing in any manner any action or Cause of Action or other proceeding against the Debtors, the Reorganized Debtors, or the property of either of them, other than to enforce any right that does not comply with, or is inconsistent with, the provisions of the Joint Plan; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or the property of any of them, other

than as permitted pursuant to (a) above; (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors, the Reorganized Debtors, or the properties of either of them, other than as permitted pursuant to (a) above; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtors or Reorganized Debtors; (e) commencing or continuing any action or Cause of Action, in any manner, in any place that does not comply with or is inconsistent with the Joint Plan; and (f) all Entities shall be precluded from asserting and shall be permanently enjoined from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively or otherwise) against the Administrator or its assets or properties, or Claims based upon any act, omission, transaction or other activity of any kind or nature that occurred before the Effective Date.

5. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by an announcement in the Bankruptcy Court, or posting notice of such adjournment in the Bankruptcy Court Room on the date scheduled for the Confirmation Hearing.

Dated: _____, 2013

BY ORDER OF THE HONORABLE ROBERT SUMMERHAYS

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Atalaya Funding II, LP, Atalaya Special
Opportunities Fund IV, LP (Tranche B), and
Atalaya Special Opportunities Fund (Cayman)
IV, LP (Tranche B)*

Exhibit B

Notice of (I) Approval of the First Amended Disclosure Statement, (II) Non-Voting Status for the First Amended Joint Chapter 11 Plan of Reorganization, and (III) Hearing to Consider Confirmation of First Amended Joint Plan of Reorganization

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

**NOTICE OF (I) APPROVAL OF THE FIRST AMENDED DISCLOSURE STATEMENT,
(II) NON-VOTING STATUS FOR THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF
REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY FOOD
SERVICE, LLC AND PICCADILLY INVESTMENTS, LLC JOINTLY PROPOSED BY
ATALAYA ADMINISTRATIVE, LLC, ATALAYA FUNDING II, LP, ATALAYA SPECIAL
OPPORTUNITIES FUND IV, LP (TRANCHE B), ATALAYA SPECIAL OPPORTUNITIES
FUND (CAYMAN) IV LP (TRANCHE B) AND THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS AND (III) HEARING TO CONSIDER CONFIRMATION OF
THE FIRST AMENDED JOINT PLAN OF REORGANIZATION**

PLEASE TAKE NOTICE that, on November ____, 2013, the (a) *First Amended Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC and Piccadilly Investments, LLC* was filed by Atalaya² and the Official Committee of Unsecured Creditors (the “Committee,” and together with Atalaya, the “Plan Proponents”) [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Plan” or the “Joint Plan”), and (b) the Plan Proponents filed that certain *First Amended Disclosure Statement for the First Amended Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC and Piccadilly Investments, LLC* [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Disclosure Statement”). The Plan includes (a) with respect to Piccadilly Restaurants, LLC (“PR”), the terms and conditions of the treatment of the Claims against and Interests in PR (the “PR Plan”), (b) with respect to Piccadilly Food Service, LLC (“PFS”), the terms and conditions of the treatment of the Claims against and Interests in PFS (the “PFS Plan”), and (c) with respect to Piccadilly Investments, LLC (“PI”), the terms and conditions of the treatment of the Claims against and Interests in PI (the “PI Plan”). The provisions of the Plan, together with the provisions of the PR Plan, the PFS Plan and the PI Plan, shall be collectively referred to in this Notice as the “Joint Plan.”

PLEASE TAKE FURTHER NOTICE that, on _____, after notice and a hearing, pursuant to Section 1125 of the Bankruptcy Code, the Bankruptcy Court entered an Order approving 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).

² All capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Joint Plan and the *Plan Proponents’ Joint Motion for Entry of an Order Approving (I) the Disclosure Statement, and (II) with respect to the Joint Reorganization Plan, (A) the Confirmation Hearing Notice, the Manner of Mailing and Service of the Solicitation Package and Notice to Non-Voting Classes, (B) the Procedures for Voting and Tabulation of Ballots, (C) the Forms of Ballots, and (D) the Procedures for Allowing Claims for Voting Purposes* [Docket No. 1130] (the “Confirmation Procedures Motion”), as the case may be.

Disclosure Statement as providing adequate information for the Holders of Claims to make a decision as to whether to accept or reject the Joint Plan. In addition, the Bankruptcy Court entered an Order approving (among other things) this Notice, the manner of mailing and service of the *Order Approving (I) the First Amended Disclosure Statement, and (II) with respect to the First Amended Joint Plan of Reorganization, (A) the Confirmation Hearing Notice and the manner of mailing and service of the Solicitation Package and this Confirmation Notice, (B) the Voting Agent and the Procedures for Voting and Tabulation of Ballots, (C) the Forms of Ballots, and (D) the Procedures for Allowing Claims for Voting Purposes* (Docket No. [___]) (the “Confirmation Procedures Order”).

PLEASE TAKE FURTHER NOTICE that:

1. **Other Priority Claims in PR Class 1.** Section 4.1 of the Joint Plan provides that, unless otherwise agreed to in a written agreement by and among the Holder of an Other Priority Claim and the Plan Proponents, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction, release and discharge of its Other Priority Claim, payment in full, in Cash, on the earlier of: (a) the Effective Date; and (b) the date upon which such Other Priority Claim becomes Allowed.
2. **Other Secured Claims in PR Class 2.** Section 4.3 of the Joint Plan provides that, except as otherwise agreed in writing between the Holder of an Allowed Other Secured Claim and the Plan Proponents, each Allowed Other Secured Claim will be paid and treated in accordance with its existing contractual terms, which shall not be altered by the Joint Plan, and all liens and security interests securing such Allowed Other Secured Claim shall remain in full force and effect as of the Effective Date to the extent they existed prior to the Petition Date.
3. **Legacy Workers’ Compensation Claims in PR Class 6.** Section 4.6 of the Joint Plan provides that Allowed Legacy Workers’ Compensation Claims shall be paid in full by the Reorganized Debtors and/or the Reorganized Debtors’ insurers in accordance with applicable workers’ compensation laws and existing insurance coverage as such claims are resolved in the ordinary course of the Reorganized Debtors’ businesses.
4. **Interests in PR Class 8.** Section 4.8 of the Joint Plan provides that the Joint Plan will not alter any of the legal, equitable or contractual rights of the Holders of Interests of PR. Notwithstanding anything herein or in the Joint Plan to the contrary, any Interests held by Yucaipa in PR and/or the other Debtors shall be cancelled and extinguished pursuant to the Joint Plan, as described in greater detail in the treatment of PI Class 8.
5. **Other Priority Claims in PFS Class 1.** Section 5.1 of the Joint Plan provides that Allowed Other Priority Claims against PFS in PFS Class 1 will be included within PR Class 1 and will receive the same treatment as Allowed Other Priority Claims in PR Class 1.
6. **Other Secured Claims in PFS Class 3.** Section 5.3 of the Joint Plan provides that Allowed Other Secured Claims against PFS in PFS Class 3 will be included within PR Class 3 and will receive the same treatment as Holders of Allowed Other Secured Claims in PR Class 3.
7. **Interests in PFS Class 8.** Section 5.5 of the Joint Plan provides that the Joint Plan will not alter any of the legal, equitable or contractual rights of the Holder of Interests in PFS. Notwithstanding anything herein to the contrary, any Interests held by Yucaipa in PFS and the other Debtors shall be cancelled and extinguished pursuant to the Joint Plan, as described in greater detail in the treatment of PI Class 8.

8. **Other Priority Claims in PI Class 1.** Section 6.1 of the Joint Plan provides that Allowed Other Priority Claims against PI in PI Class 1 will be included within PR Class 1 and will receive the same treatment as Allowed Other Priority Claims in PR Class 1.
9. **Other Secured Claims in PI Class 3.** Section 6.3 of the Joint Plan provides that Allowed Other Secured Claims against PI in PI Class 3 will be included within PR Class 3 and will receive the same treatment as Allowed Other Secured Claims in PR Class 3.
10. **Interests in PI Class 8.** Section 6.5 of the Joint Plan provides that Interests in PI Class 8, including, but not limited to those held by Yucaipa, shall be cancelled and extinguished. New equity in Reorganized PI shall be issued solely in favor of Atalaya in consideration for Atalaya's conversion of \$9,050,539 of secured debt to equity Interests in Reorganized PI. Atalaya will be the sole owner and manager of Reorganized PI.

PLEASE TAKE FURTHER NOTICE that the Claims and Interests in the classes listed above are Non-Voting because they are either (i) Unimpaired and deemed to accept the Joint Plan or (ii) Impaired and deemed to reject the Joint Plan. If you disagree with the classification of your Claim or Interest as Non-Voting, you may request a Ballot by sending a written request to the Voting Agent, BMC Group, Inc. as follows:

By U.S. Mail:	By Delivery or Courier:
BMC Group, Inc. Attn: Piccadilly Restaurants, LLC Ballot Processing PO Box 3020 Chanhausen, MN 55317-3020	BMC Group, Inc. Attn: Piccadilly Restaurants, LLC Ballot Processing 18675 Lake Drive East Chanhausen, MN 55317

You may also contact the Voting Agent by telephone at **1-888-909-0100**. You can also obtain copies of the Solicitation Package (except Ballots) on BMC Group, Inc.'s website, which is <http://www.bmcgroup.com/piccadilly>, or by contacting the Voting Agent at the addresses or phone number listed above.

PLEASE TAKE FURTHER NOTICE that:

1. A hearing (the "Confirmation Hearing") will be held before the Honorable Robert Summerhays, United States Bankruptcy Judge, at the United States Bankruptcy Court, Western District of Louisiana, Lafayette Division, 214 Jefferson Street, Suite 100, Lafayette, Louisiana 70501-7050 (the "Bankruptcy Court Room"), on January 13 and 14, 2014, at 9:00 a.m. (Prevailing Central Time) to consider the entry of an order, among other things, confirming the Joint Plan under section 1129 of the Bankruptcy Code.
2. Objections, if any, to the Confirmation of the Joint Plan (other than objections that arise based on the balloting and tabulation results on the Joint Plan), any of the other relief sought by the Plan Proponents in connection with the Confirmation of the Joint Plan, must (a) be in writing and state with particularity the basis and nature of any such objection, (b) state the name and address of the objecting party and the nature of the Claim of such party, and (c) be filed with the Bankruptcy Court **no later than January 6, 2014 (the "Objection Deadline")**. **ANY OBJECTION TO THE CONFIRMATION OF THE JOINT PLAN THAT IS NOT FILED ON OR BEFORE THE OBJECTION DEADLINE MAY NOT BE CONSIDERED.**
3. In accordance with Bankruptcy Rule 2002(c)(3), set forth below are the injunctions contained at Section 11.2 of the Joint Plan:

Except as otherwise expressly provided in the Joint Plan or the Confirmation Order, as of the Effective Date, any Entity that has held, currently holds or may hold a Claim or other debt or liability or Interest that is discharged, released, waived, settled or deemed satisfied in accordance with the Joint Plan will be permanently enjoined from taking any of the following actions on account of any such Claims, debts, liabilities, Interests or rights: (a) commencing or continuing in any manner any action or Cause of Action or other proceeding against the Debtors, the Reorganized Debtors, or the property of either of them, other than to enforce any right that does not comply with, or is inconsistent with, the provisions of the Joint Plan; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or the property of any of them, other than as permitted pursuant to (a) above; (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors, the Reorganized Debtors, or the properties of either of them, other than as permitted pursuant to (a) above; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtors or Reorganized Debtors; (e) commencing or continuing any action or Cause of Action, in any manner, in any place that does not comply with or is inconsistent with the Joint Plan; and (f) all Entities shall be precluded from asserting and shall be permanently enjoined from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively or otherwise) against the Administrator or its assets or properties, or Claims based upon any act, omission, transaction or other activity of any kind or nature that occurred before the Effective Date.

4. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by an announcement in the Bankruptcy Court, or posting notice of such adjournment in the Bankruptcy Court Room on the date scheduled for the Confirmation Hearing.

[Remainder of Page Intentionally Left Blank]

Dated: _____, 2013.

BY ORDER OF THE HONORABLE ROBERT SUMMERHAYS

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*Counsel for Atalaya Administrative, LLC,
Atalaya Funding II, LP, Atalaya Special
Opportunities Fund IV, LP (Tranche B), and
Atalaya Special Opportunities Fund (Cayman)
IV, LP (Tranche B)*

Exhibit C

Ballots for Acceptance or Rejection of the Joint Plan

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,
ET AL.,

DEBTORS.

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

BALLOT FOR ACCEPTING OR REJECTING THE FIRST AMENDED JOINT CHAPTER 11
PLAN OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY
FOOD SERVICE, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED BY
ATALAYA ADMINISTRATIVE, LLC, ATALAYA FUNDING II, LP, ATALAYA SPECIAL
OPPORTUNITIES FUND IV, LP (TRANCHE B), ATALAYA SPECIAL OPPORTUNITIES
FUND (CAYMAN) IV LP (TRANCHE B) AND THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS

FOR USE BY HOLDERS OF ATALAYA SECURED CLAIM
AGAINST PICCADILLY RESTAURANTS, LLC

THE VOTING DEADLINE TO ACCEPT OR
REJECT THE PLAN IS 5:00 P.M.,
PREVAILING CENTRAL TIME, ON
JANUARY 6, 2014.

This Ballot is submitted to you to solicit your vote to accept or reject the *First Amended Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC and Piccadilly Investments, LLC*, proposed by Atalaya and the Official Committee of Unsecured Creditors (the “Committee,” and together with Atalaya, the “Proponents”) [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Plan” or the “Joint Plan”), as described in the accompanying Disclosure Statement [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined herein shall have the same meanings ascribed to them in the Plan.** The Plan includes specific treatment for treatment of Claims against Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 2 (Atalaya Secured Claims against Piccadilly Restaurants, LLC). **The PR Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is **received** by the Voting Deadline indicated above.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the “Voting Agent”) at one of the following address:

By U.S. Mail:	By Delivery or Courier:
BMC Group, Inc. Attn: Piccadilly Restaurants, LLC Ballot Processing PO Box 3020 Chanhassen, MN 55317-3020	BMC Group, Inc. Attn: Piccadilly Restaurants, LLC Ballot Processing 18675 Lake Drive East Chanhassen, MN 55317

3. **Ballots must be *received* by the Voting Agent by 5:00 p.m., Prevailing Central Time, on January 6, 2014 (the “Voting Deadline”).** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. ***Ballots submitted by facsimile or other electronic means will not be accepted.*** If neither the “accept” nor the “reject” box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
4. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
6. If you hold Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting an Atalaya Secured Claim in PR Class 2 against Piccadilly Restaurants, LLC.**
7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

PLEASE RETURN YOUR BALLOT PROMPTLY

THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS BY FACSIMILE OR EMAIL TRANSMISSION

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.

**PLEASE READ THE VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Voting. The undersigned, a holder of an Atalaya Secured Claim in PR Class 2 against **Piccadilly Restaurants, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

Accept the Joint Plan. **Reject** the Joint Plan.

Amount as of _____, 2013, the Voting Record Date: \$ _____

Item 2. Releases. Section 11.6(b) of the Joint Plan contains the following release provision:

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE PROFESSIONALS RETAINED BY THE DEBTORS' ESTATES DURING THE BANKRUPTCY CASES (COLLECTIVELY, THE "DEBTOR RELEASEES") AND THE EXCULPATED PARTIES (AS DEFINED IN SECTION 11.7 OF THE JOINT PLAN) (AND, TOGETHER WITH THE DEBTOR RELEASEES, THE "RELEASEES") FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, AND THE BANKRUPTCY CASES; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6(a) OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST THE RELEASEES THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASEE AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT

JURISDICTION. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 11.6(b) SHALL OPERATE TO RELEASE YUCAIPA, CALIFORNIA MANAGEMENT ASSOCIATES, LLC OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, PARTNERS, ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AGENTS, PROFESSIONALS AND REPRESENTATIVES.

Item 3. Acknowledgments. By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of an Atalaya Secured Claim against Piccadilly Restaurants, LLC, in the amount set forth above, as of _____, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast as to the Joint Plan.

Name

Signature

If by Authorized Agent, Name and Title

Name of Institution

SSN/TIN

Street Address

City, State, Zip Code

Telephone Number

Date Completed

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,
ET AL.,

DEBTORS.

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

BALLOT FOR ACCEPTING OR REJECTING THE FIRST AMENDED JOINT CHAPTER 11
PLAN OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY
FOOD SERVICE, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED BY
ATALAYA ADMINISTRATIVE, LLC, ATALAYA FUNDING II, LP, ATALAYA SPECIAL
OPPORTUNITIES FUND IV, LP (TRANCHE B), ATALAYA SPECIAL OPPORTUNITIES
FUND (CAYMAN) IV LP (TRANCHE B) AND THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS

FOR USE BY HOLDERS OF CONVENIENCE CLASS
CLAIMS AGAINST PICCADILLY RESTAURANTS, LLC

THE VOTING DEADLINE TO ACCEPT OR
REJECT THE PLAN IS 5:00 P.M.,
PREVAILING CENTRAL TIME, ON
JANUARY 6, 2014.

This Ballot is submitted to you to solicit your vote to accept or reject the *First Amended Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC and Piccadilly Investments, LLC*, proposed by Atalaya and the Official Committee of Unsecured Creditors (the “Committee,” and together with Atalaya, the “Proponents”) [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Plan” or the “Joint Plan”), as described in the accompanying Disclosure Statement [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined herein shall have the same meanings ascribed to them in the Plan.** The Plan includes specific treatment for treatment of Claims against Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 4 (Convenience Class Claims against Piccadilly Restaurants, LLC). **The PR Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is **received** by the Voting Deadline indicated above.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the “Voting Agent”) at one of the following address:

By U.S. Mail:	By Delivery or Courier:
BMC Group, Inc. Attn: Piccadilly Restaurants, LLC Ballot Processing PO Box 3020 Chanhassen, MN 55317-3020	BMC Group, Inc. Attn: Piccadilly Restaurants, LLC Ballot Processing 18675 Lake Drive East Chanhassen, MN 55317

3. **Ballots must be *received* by the Voting Agent by 5:00 p.m., Prevailing Central Time, on January 6, 2014 (the “Voting Deadline”).** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. ***Ballots submitted by facsimile or other electronic means will not be accepted.*** If neither the “accept” nor the “reject” box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
4. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
6. If you hold Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting a Convenience Class Claim in PR Class 4 against Piccadilly Restaurants, LLC.**
7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

PLEASE RETURN YOUR BALLOT PROMPTLY

THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS BY FACSIMILE OR EMAIL TRANSMISSION

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.

**PLEASE READ THE VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Voting. The undersigned, a holder of a Convenience Class Claim in PR Class 4 against **Piccadilly Restaurants, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

Accept the Joint Plan. **Reject** the Joint Plan.

Amount as of _____, 2013, the Voting Record Date: \$ _____

Item 2. Releases. Section 11.6(b) of the Joint Plan contains the following release provision:

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE PROFESSIONALS RETAINED BY THE DEBTORS' ESTATES DURING THE BANKRUPTCY CASES (COLLECTIVELY, THE "DEBTOR RELEASEES") AND THE EXCULPATED PARTIES (AS DEFINED IN SECTION 11.7 OF THE JOINT PLAN) (AND, TOGETHER WITH THE DEBTOR RELEASEES, THE "RELEASEES") FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, AND THE BANKRUPTCY CASES; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6(a) OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST THE RELEASEES THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASEE AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT

JURISDICTION. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 11.6(b) SHALL OPERATE TO RELEASE YUCAIPA, CALIFORNIA MANAGEMENT ASSOCIATES, LLC OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, PARTNERS, ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AGENTS, PROFESSIONALS AND REPRESENTATIVES.

Item 3. Acknowledgments. By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, (b) certifies that the undersigned is the Holder of a Convenience Class Claim against Piccadilly Restaurants, LLC, in the amount set forth above, as of _____, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim, and (c) certifies and agrees that the undersigned Holder's Convenience Class Claim does not exceed \$2,500. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast as to the Joint Plan.

Name

Signature

If by Authorized Agent, Name and Title

Name of Institution

SSN/TIN

Street Address

City, State, Zip Code

Telephone Number

Date Completed

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,
ET AL.,

DEBTORS.

* CASE NO. 12-51127
*
* (JOINT ADMINISTRATION)
*
* CHAPTER 11
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BALLOT FOR ACCEPTING OR REJECTING THE FIRST AMENDED JOINT CHAPTER 11
PLAN OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY
FOOD SERVICE, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED BY
ATALAYA ADMINISTRATIVE, LLC, ATALAYA FUNDING II, LP, ATALAYA SPECIAL
OPPORTUNITIES FUND IV, LP (TRANCHE B), ATALAYA SPECIAL OPPORTUNITIES
FUND (CAYMAN) IV LP (TRANCHE B) AND THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS

FOR USE BY HOLDERS OF GENERAL UNSECURED
CLAIMS AGAINST PICCADILLY RESTAURANTS, LLC

THE VOTING DEADLINE TO ACCEPT OR
REJECT THE PLAN IS 5:00 P.M.,
PREVAILING CENTRAL TIME, ON
JANUARY 6, 2014.

This Ballot is submitted to you to solicit your vote to accept or reject the *First Amended Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC and Piccadilly Investments, LLC*, proposed by Atalaya and the Official Committee of Unsecured Creditors (the “Committee,” and together with Atalaya, the “Proponents”) [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Plan” or the “Joint Plan”), as described in the accompanying Disclosure Statement [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined herein shall have the same meanings ascribed to them in the Plan.** The Plan includes specific treatment for treatment of Claims against Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 5 (General Unsecured Claims against Piccadilly Restaurants, LLC). **The PR Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is **received** by the Voting Deadline indicated above.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the “Voting Agent”) at one of the following address:

By U.S. Mail:	By Delivery or Courier:
BMC Group, Inc. Attn: Piccadilly Restaurants, LLC Ballot Processing PO Box 3020 Chanhassen, MN 55317-3020	BMC Group, Inc. Attn: Piccadilly Restaurants, LLC Ballot Processing 18675 Lake Drive East Chanhassen, MN 55317

3. **Ballots must be *received* by the Voting Agent by 5:00 p.m., Prevailing Central Time, on January 6, 2014 (the “Voting Deadline”).** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. ***Ballots submitted by facsimile or other electronic means will not be accepted.*** If neither the “accept” nor the “reject” box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
4. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
6. If you hold Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting a General Unsecured Claim in PR Class 5 against Piccadilly Restaurants, LLC.**
7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

PLEASE RETURN YOUR BALLOT PROMPTLY

THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS BY FACSIMILE OR EMAIL TRANSMISSION

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.

**PLEASE READ THE VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Voting. The undersigned, a holder of a General Unsecured Claim in PR Class 5 against **Piccadilly Restaurants, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

- Accept** the Joint Plan. **Reject** the Joint Plan.

Amount as of _____, 2013, the Voting Record Date: \$ _____

Item 2. Opt-In to Convenience Class. If your General Unsecured Claim exceeds \$2,500.00, you may elect to have your General Unsecured Claim in PR Class 5 reduced to \$2,500.00 and be treated in accordance with Convenience Class Claims in PR Class 4. Treatment of PR Class 4 Convenience Claims is set forth in section 4.4 of the Joint Plan.

- By checking this box, I elect to have my General Unsecured Claim in PR Class 5 reduced to \$2,500.00 and receive the same treatment on account of such Claim as provided for in PR Class 4 Convenience Claims.

Item 3. Releases. Section 11.6(b) of the Joint Plan contains the following release provision:

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE PROFESSIONALS RETAINED BY THE DEBTORS' ESTATES DURING THE BANKRUPTCY CASES (COLLECTIVELY, THE "DEBTOR RELEASEES") AND THE EXCULPATED PARTIES (AS DEFINED IN SECTION 11.7 OF THE JOINT PLAN) (AND, TOGETHER WITH THE DEBTOR RELEASEES, THE "RELEASEES") FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, AND THE BANKRUPTCY CASES; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6(a) OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE

RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST THE RELEASEES THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASEE AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 11.6(b) SHALL OPERATE TO RELEASE YUCAIPA, CALIFORNIA MANAGEMENT ASSOCIATES, LLC OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, PARTNERS, ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AGENTS, PROFESSIONALS AND REPRESENTATIVES.

Item 4. Acknowledgments. By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of a General Unsecured Claim against Piccadilly Restaurants, LLC, in the amount set forth above, as of _____, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast as to the Joint Plan.

Name

Signature

If by Authorized Agent, Name and Title

Name of Institution

SSN/TIN

Street Address

City, State, Zip Code

Telephone Number

Date Completed

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,
ET AL.,

DEBTORS.

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

BALLOT FOR ACCEPTING OR REJECTING THE FIRST AMENDED JOINT CHAPTER 11
PLAN OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY
FOOD SERVICE, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED BY
ATALAYA ADMINISTRATIVE, LLC, ATALAYA FUNDING II, LP, ATALAYA SPECIAL
OPPORTUNITIES FUND IV, LP (TRANCHE B), ATALAYA SPECIAL OPPORTUNITIES
FUND (CAYMAN) IV LP (TRANCHE B) AND THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS

FOR USE BY HOLDERS OF UNLIQUIDATED TORT
CLAIMS AGAINST PICCADILLY RESTAURANTS, LLC

THE VOTING DEADLINE TO ACCEPT OR
REJECT THE PLAN IS 5:00 P.M.,
PREVAILING CENTRAL TIME, ON
JANUARY 6, 2014.

This Ballot is submitted to you to solicit your vote to accept or reject the *First Amended Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC and Piccadilly Investments, LLC*, proposed by Atalaya and the Official Committee of Unsecured Creditors (the “Committee,” and together with Atalaya, the “Proponents”) [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Plan” or the “Joint Plan”), as described in the accompanying Disclosure Statement [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined herein shall have the same meanings ascribed to them in the Plan.** The Plan includes specific treatment for treatment of Claims against Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 7 (Unliquidated Tort Claims against Piccadilly Restaurants, LLC). **The PR Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is **received** by the Voting Deadline indicated above.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the “Voting Agent”) at one of the following address:

By U.S. Mail:	By Delivery or Courier:
BMC Group, Inc. Attn: Piccadilly Restaurants, LLC Ballot Processing PO Box 3020 Chanhassen, MN 55317-3020	BMC Group, Inc. Attn: Piccadilly Restaurants, LLC Ballot Processing 18675 Lake Drive East Chanhassen, MN 55317

3. **Ballots must be *received* by the Voting Agent by 5:00 p.m., Prevailing Central Time, on January 6, 2014 (the “Voting Deadline”).** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. ***Ballots submitted by facsimile or other electronic means will not be accepted.*** If neither the “accept” nor the “reject” box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
4. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
6. If you hold Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting an Unliquidated Tort Claim in PR Class 7 against Piccadilly Restaurants, LLC.**
7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

PLEASE RETURN YOUR BALLOT PROMPTLY

THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS BY FACSIMILE OR EMAIL TRANSMISSION

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.

**PLEASE READ THE VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Voting. The undersigned, a holder of an Unliquidated Tort Claim in PR Class 7 against **Piccadilly Restaurants, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

Accept the Joint Plan. **Reject** the Joint Plan.

Amount as of _____, 2013, the Voting Record Date: \$ _____

Item 2. Releases. Section 11.6(b) of the Joint Plan contains the following release provision:

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE PROFESSIONALS RETAINED BY THE DEBTORS' ESTATES DURING THE BANKRUPTCY CASES (COLLECTIVELY, THE "DEBTOR RELEASEES") AND THE EXCULPATED PARTIES (AS DEFINED IN SECTION 11.7 OF THE JOINT PLAN) (AND, TOGETHER WITH THE DEBTOR RELEASEES, THE "RELEASEES") FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, AND THE BANKRUPTCY CASES; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6(a) OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST THE RELEASEES THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASEE AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT

JURISDICTION. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 11.6(b) SHALL OPERATE TO RELEASE YUCAIPA, CALIFORNIA MANAGEMENT ASSOCIATES, LLC OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, PARTNERS, ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AGENTS, PROFESSIONALS AND REPRESENTATIVES.

Item 3. Acknowledgments. By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of an Unliquidated Tort Claim against Piccadilly Restaurants, LLC, in the amount set forth above, as of _____, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast as to the Joint Plan.

Name

Signature

If by Authorized Agent, Name and Title

Name of Institution

SSN/TIN

Street Address

City, State, Zip Code

Telephone Number

Date Completed

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,
ET AL.,

DEBTORS.

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

BALLOT FOR ACCEPTING OR REJECTING THE FIRST AMENDED JOINT CHAPTER 11
PLAN OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY
FOOD SERVICE, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED BY
ATALAYA ADMINISTRATIVE, LLC, ATALAYA FUNDING II, LP, ATALAYA SPECIAL
OPPORTUNITIES FUND IV, LP (TRANCHE B), ATALAYA SPECIAL OPPORTUNITIES
FUND (CAYMAN) IV LP (TRANCHE B) AND THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS

FOR USE BY HOLDER OF ATALAYA SECURED
CLAIM AGAINST PICCADILLY FOOD SERVICE, LLC

THE VOTING DEADLINE TO ACCEPT OR
REJECT THE PLAN IS 5:00 P.M.,
PREVAILING CENTRAL TIME, ON
JANUARY 6, 2014.

This Ballot is submitted to you to solicit your vote to accept or reject the *First Amended Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC and Piccadilly Investments, LLC*, proposed by Atalaya and the Official Committee of Unsecured Creditors (the “Committee,” and together with Atalaya, the “Proponents”) [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Plan” or the “Joint Plan”), as described in the accompanying Disclosure Statement [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined herein shall have the same meanings ascribed to them in the Plan.** The Plan includes specific treatment for treatment of Claims against Piccadilly Food Service, LLC (the “PFS Plan”), including PFS Class 2 (Atalaya Secured Claim against Piccadilly Food Service, LLC). **The PFS Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is **received** by the Voting Deadline indicated above.

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By U.S. Mail:	By Delivery or Courier:
BMC Group, Inc. Attn: Piccadilly Restaurants, LLC Ballot Processing PO Box 3020 Chanhassen, MN 55317-3020	BMC Group, Inc. Attn: Piccadilly Restaurants, LLC Ballot Processing 18675 Lake Drive East Chanhassen, MN 55317

3. **Ballots must be *received* by the Voting Agent by 5:00 p.m., Prevailing Central Time, on January 6, 2014 (the “Voting Deadline”).** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. ***Ballots submitted by facsimile or other electronic means will not be accepted.*** If neither the “accept” nor the “reject” box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
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7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

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Item 1. Voting. The undersigned, a holder of an Atalaya Secured Claim in PFS Class 2 against **Piccadilly Food Service, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

Accept the Joint Plan. **Reject** the Joint Plan.

Amount as of _____, 2013, the Voting Record Date: \$ _____

Item 2. Releases. Section 11.6(b) of the Joint Plan contains the following release provision:

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE PROFESSIONALS RETAINED BY THE DEBTORS' ESTATES DURING THE BANKRUPTCY CASES (COLLECTIVELY, THE "DEBTOR RELEASEES") AND THE EXCULPATED PARTIES (AS DEFINED IN SECTION 11.7 OF THE JOINT PLAN) (AND, TOGETHER WITH THE DEBTOR RELEASEES, THE "RELEASEES") FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, AND THE BANKRUPTCY CASES; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6(a) OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST THE RELEASEES THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASEE AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT

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Item 3. Acknowledgments. By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of an Atalaya Secured Claim against Piccadilly Food Service, LLC, in the amount set forth above, as of _____, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast as to the Joint Plan.

Name

Signature

If by Authorized Agent, Name and Title

Name of Institution

SSN/TIN

Street Address

City, State, Zip Code

Telephone Number

Date Completed

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,
ET AL.,

DEBTORS.

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

BALLOT FOR ACCEPTING OR REJECTING THE FIRST AMENDED JOINT CHAPTER 11
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FUND (CAYMAN) IV LP (TRANCHE B) AND THE OFFICIAL COMMITTEE OF
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FOR USE BY HOLDERS OF GENERAL UNSECURED
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PREVAILING CENTRAL TIME, ON
JANUARY 6, 2014.

This Ballot is submitted to you to solicit your vote to accept or reject the *First Amended Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC and Piccadilly Investments, LLC*, proposed by Atalaya and the Official Committee of Unsecured Creditors (the “Committee,” and together with Atalaya, the “Proponents”) [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Plan” or the “Joint Plan”), as described in the accompanying Disclosure Statement [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined herein shall have the same meanings ascribed to them in the Plan.** The Plan includes specific treatment for treatment of Claims against Piccadilly Food Service, LLC (the “PFS Plan”), including PFS Class 5 (General Unsecured Claims against Piccadilly Food Service, LLC). **The PFS Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To

have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is **received** by the Voting Deadline indicated above.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at one of the following address:

By U.S. Mail:

**BMC Group, Inc.
Attn: Piccadilly Restaurants, LLC
Ballot Processing
PO Box 3020
Chanhassen, MN 55317-3020**

By Delivery or Courier:

**BMC Group, Inc.
Attn: Piccadilly Restaurants, LLC
Ballot Processing
18675 Lake Drive East
Chanhassen, MN 55317**

3. **Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on January 6, 2014 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. ***Ballots submitted by facsimile or other electronic means will not be accepted.*** If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
4. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
6. If you hold Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting a General Unsecured Claim in PFS Class 5 against Piccadilly Food Service, LLC.**
7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

PLEASE RETURN YOUR BALLOT PROMPTLY

THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS BY FACSIMILE OR EMAIL TRANSMISSION

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.

**PLEASE READ THE VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Voting. The undersigned, a holder of a General Unsecured Claim in PFS Class 5 against **Piccadilly Food Service, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

- Accept** the Joint Plan. **Reject** the Joint Plan.

Amount as of _____, 2013, the Voting Record Date: \$ _____

Item 2. Opt-In to Convenience Class. If your General Unsecured Claim exceeds \$2,500.00, you may elect to have your General Unsecured Claim in PFS Class 5 reduced to \$2,500.00 and be treated in accordance with Convenience Class Claims in PR Class 4. Treatment of PR Class 4 Convenience Claims is set forth in section 4.4 of the Joint Plan.

- By checking this box, I elect to have my General Unsecured Claim in PFS Class 5 reduced to \$2,500.00 and receive the same treatment on account of such Claim as provided for in PR Class 4 Convenience Claims.

Item 3. Releases. Section 11.6(b) of the Joint Plan contains the following release provision:

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE PROFESSIONALS RETAINED BY THE DEBTORS' ESTATES DURING THE BANKRUPTCY CASES (COLLECTIVELY, THE "DEBTOR RELEASEES") AND THE EXCULPATED PARTIES (AS DEFINED IN SECTION 11.7 OF THE JOINT PLAN) (AND, TOGETHER WITH THE DEBTOR RELEASEES, THE "RELEASEES") FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, AND THE BANKRUPTCY CASES; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6(a) OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE

RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST THE RELEASEES THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASEE AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 11.6(b) SHALL OPERATE TO RELEASE YUCAIPA, CALIFORNIA MANAGEMENT ASSOCIATES, LLC OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, PARTNERS, ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AGENTS, PROFESSIONALS AND REPRESENTATIVES.

Item 4. Acknowledgments. By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of a General Unsecured Claim against Piccadilly Food Service, LLC, in the amount set forth above, as of _____, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast as to the Joint Plan.

Name

Signature

If by Authorized Agent, Name and Title

Name of Institution

SSN/TIN

Street Address

City, State, Zip Code

Telephone Number

Date Completed

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,
ET AL.,

DEBTORS.

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

BALLOT FOR ACCEPTING OR REJECTING THE FIRST AMENDED JOINT CHAPTER 11
PLAN OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY
FOOD SERVICE, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED BY
ATALAYA ADMINISTRATIVE, LLC, ATALAYA FUNDING II, LP, ATALAYA SPECIAL
OPPORTUNITIES FUND IV, LP (TRANCHE B), ATALAYA SPECIAL OPPORTUNITIES
FUND (CAYMAN) IV LP (TRANCHE B) AND THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS

FOR USE BY HOLDER OF ATALAYA SECURED
CLAIM AGAINST PICCADILLY INVESTMENTS, LLC

THE VOTING DEADLINE TO ACCEPT OR
REJECT THE PLAN IS 5:00 P.M.,
PREVAILING CENTRAL TIME, ON
JANUARY 6, 2014.

This Ballot is submitted to you to solicit your vote to accept or reject the *First Amended Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC and Piccadilly Investments, LLC*, proposed by Atalaya and the Official Committee of Unsecured Creditors (the “Committee,” and together with Atalaya, the “Proponents”) [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Plan” or the “Joint Plan”), as described in the accompanying Disclosure Statement [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined herein shall have the same meanings ascribed to them in the Plan.** The Plan includes specific treatment for treatment of Claims against Piccadilly Investments, LLC (the “PI Plan”), including PI Class 2 (Atalaya Secured Claim against Piccadilly Investments, LLC). **The PI Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is **received** by the Voting Deadline indicated above.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

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By U.S. Mail:	By Delivery or Courier:
BMC Group, Inc. Attn: Piccadilly Restaurants, LLC Ballot Processing PO Box 3020 Chanhassen, MN 55317-3020	BMC Group, Inc. Attn: Piccadilly Restaurants, LLC Ballot Processing 18675 Lake Drive East Chanhassen, MN 55317

3. **Ballots must be *received* by the Voting Agent by 5:00 p.m., Prevailing Central Time, on January 6, 2014 (the “Voting Deadline”).** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. ***Ballots submitted by facsimile or other electronic means will not be accepted.*** If neither the “accept” nor the “reject” box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
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5. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
6. If you hold Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting an Atalaya Secured Claim in PI Class 2 against Piccadilly Investments, LLC.**
7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

PLEASE RETURN YOUR BALLOT PROMPTLY

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Item 1. Voting. The undersigned, a holder of an Atalaya Secured Claim in PI Class 2 against **Piccadilly Investments, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

Accept the Joint Plan. **Reject** the Joint Plan.

Amount as of _____, 2013, the Voting Record Date: \$ _____

Item 2. Releases. Section 11.6(b) of the Joint Plan contains the following release provision:

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE PROFESSIONALS RETAINED BY THE DEBTORS' ESTATES DURING THE BANKRUPTCY CASES (COLLECTIVELY, THE "DEBTOR RELEASEES") AND THE EXCULPATED PARTIES (AS DEFINED IN SECTION 11.7 OF THE JOINT PLAN) (AND, TOGETHER WITH THE DEBTOR RELEASEES, THE "RELEASEES") FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, AND THE BANKRUPTCY CASES; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6(a) OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST THE RELEASEES THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASEE AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT

JURISDICTION. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 11.6(b) SHALL OPERATE TO RELEASE YUCAIPA, CALIFORNIA MANAGEMENT ASSOCIATES, LLC OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, PARTNERS, ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AGENTS, PROFESSIONALS AND REPRESENTATIVES.

Item 3. Acknowledgments. By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of an Atalaya Secured Claim against Piccadilly Investments, LLC, in the amount set forth above, as of _____, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast as to the Joint Plan.

Name

Signature

If by Authorized Agent, Name and Title

Name of Institution

SSN/TIN

Street Address

City, State, Zip Code

Telephone Number

Date Completed

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

<p>IN RE:</p> <p>PICCADILLY RESTAURANTS, LLC, ET AL.,</p> <p>DEBTORS.</p>	<p>* * * * * * *</p>	<p>CASE NO. 12-51127</p> <p>(JOINT ADMINISTRATION)</p> <p>CHAPTER 11</p> <p>JUDGE ROBERT SUMMERHAYS</p>
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BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY FOOD SERVICE, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED BY ATALAYA ADMINISTRATIVE, LLC, ATALAYA FUNDING II, LP, ATALAYA SPECIAL OPPORTUNITIES FUND IV, LP (TRANCHE B), ATALAYA SPECIAL OPPORTUNITIES FUND (CAYMAN) IV LP (TRANCHE B) AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

FOR USE BY HOLDER OF GENERAL UNSECURED CLAIMS AGAINST PICCADILLY INVESTMENTS, LLC

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 5:00 P.M., PREVAILING CENTRAL TIME, ON JANUARY 6, 2014.

This Ballot is submitted to you to solicit your vote to accept or reject the *First Amended Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC and Piccadilly Investments, LLC*, proposed by Atalaya and the Official Committee of Unsecured Creditors (the “Committee,” and together with Atalaya, the “Proponents”) [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Plan” or the “Joint Plan”), as described in the accompanying Disclosure Statement [Docket No. ____] (as may be amended, supplemented or modified from time to time, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined herein shall have the same meanings ascribed to them in the Plan.** The Plan includes specific treatment for treatment of Claims against Piccadilly Investments, LLC (the “PI Plan”), including PI Class 5 (General Unsecured Claims against Piccadilly Investments, LLC). **The PI Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is **received** by the Voting Deadline indicated above.

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Item 1. Voting. The undersigned, a holder of a General Unsecured Claim in PI Class 5 against **Piccadilly Investments, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

Accept the Joint Plan. **Reject** the Joint Plan.

Amount as of _____, 2013, the Voting Record Date: \$ _____

Item 2. Opt-In to Convenience Class. If your General Unsecured Claim exceeds \$2,500.00, you may elect to have your General Unsecured Claim in PI Class 5 reduced to \$2,500.00 and be treated in accordance with Convenience Class Claims in PR Class 4. Treatment of PR Class 4 Convenience Claims is set forth in section 4.4 of the Joint Plan.

By checking this box, I elect to have my General Unsecured Claim in PI Class 5 reduced to \$2,500.00 and receive the same treatment on account of such Claim as provided for in PR Class 4 Convenience Claims.

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EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE PROFESSIONALS RETAINED BY THE DEBTORS’ ESTATES DURING THE BANKRUPTCY CASES (COLLECTIVELY, THE “DEBTOR RELEASEES”) AND THE EXCULPATED PARTIES (AS DEFINED IN SECTION 11.7 OF THE JOINT PLAN) (AND, TOGETHER WITH THE DEBTOR RELEASEES, THE “RELEASEES”) FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, AND THE BANKRUPTCY CASES; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6(a) OF THE

JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST THE RELEASEES THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASEE AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 11.6(b) SHALL OPERATE TO RELEASE YUCAIPA, CALIFORNIA MANAGEMENT ASSOCIATES, LLC OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, PARTNERS, ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AGENTS, PROFESSIONALS AND REPRESENTATIVES.

Item 4. Acknowledgments. By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of a General Unsecured Claim against Piccadilly Investments, LLC, in the amount set forth above, as of _____, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast as to the Joint Plan.

Name

Signature

If by Authorized Agent, Name and Title

Name of Institution

SSN/TIN

Street Address

City, State, Zip Code

Telephone Number

Date Completed