

**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 GRANTING MOTION FOR APPROVAL OF IMMATERIAL
MODIFICATIONS TO THE FIRST AMENDED
JOINT CHAPTER 11 PLAN OF THE DEBTORS**

Upon the Court's consideration of the *Motion for Approval of Immaterial Modifications to the First Amended Joint Chapter 11 Plan of the Debtors* (the "Motion"), the Court finds that (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) the relief requested in

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).

the Motion is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; (iv) proper and adequate notice of the Motion has been given and no other or further notice is required; and (v) good and sufficient cause exists for approval of the Motion.

Accordingly, it is hereby ORDERED that:

1. The Motion is GRANTED.

2. Section 1.61 of 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* (the “Plan”,² Docket NO. 1241) is hereby amended and restated as follows:

Section 1.61 “Exit Facility” means the revolving line of credit in the principal amount of \$7,750,000 effective as of the Effective Date extended by Atalaya to the Debtors more particularly described in Section 7.1 of the Plan.

3. Section 7.1 of the Plan is hereby amended and restated as follows:

Section 7.1. The Exit Facility and Funding of Effective Date Payments. On or before the Effective Date, Atalaya, Reorganized PR and Reorganized PFS shall enter into a loan agreement and related documents (the “Exit Facility Documents”) evidencing and governing a loan facility providing a revolving line of credit in the principal amount of \$7,750,000 (the “Exit Facility”). The Exit Facility Documents shall be in a form acceptable to the Committee and Atalaya. The Exit Facility shall be guaranteed by Reorganized PI and become effective upon the Effective Date of the Joint Plan.

The Exit Facility shall accrue interest at the rate of 4.75% *per annum*. The Reorganized Debtors shall make monthly interest-only payments to Atalaya under the Exit Facility. The Exit Facility shall mature on the third anniversary of the Effective Date of the Joint Plan.

The Exit Facility shall be secured by first priority Liens and security interests in and to all the Reorganized Debtors’ real and personal property, save and except

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

for the BP Tort Claims, in which Atalaya shall hold a second priority security interest junior to the Administrator's security interest securing the General Unsecured Creditor Note. Notwithstanding the foregoing, Atalaya shall not take any action or exercise any remedies against the Debtors, property of the Debtors' Estates, the Reorganized Debtors, or any property of the Reorganized Debtors, including, but not limited to foreclosure, seeking a receiver or keeper, submitting to an assignment for the benefit of creditors, or commencement of suit to recover amounts outstanding under the Term A Note, Term B Note, or Exit Facility, so long as any indebtedness remains outstanding under the General Unsecured Creditor Note. The Administrator shall have any and all rights and remedies under applicable law and equity to seek redress for any breach of this paragraph in any court of competent jurisdiction, and all such rights and remedies are preserved.

The Reorganized Debtors shall be entitled to use the proceeds of the Exit Facility to make payments on the Effective Date provided by the Joint Plan, for general working capital needs, for debt service payments under the Exit Facility, the Term A Note and Term B Note, to fund the Initial Unsecured Payment, to fund the Tort Claims Payment, and for any payments under the General Unsecured Creditor Note, whether due monthly or upon the maturity thereof.

4. The Plan and Confirmation Order (Docket No. 1420) are further amended, to the extent necessary, in order to reflect that maximum availability under the Exit Facility shall be \$7,750,000.

5. The Plan, as modified by this Order, complies with all requirements set forth in Sections 1123, 1123, and 1129 of the Bankruptcy Code, and is confirmed (as amended herein).

6. The Plan's proponents have complied with Section 1125 of the Bankruptcy Code and no further solicitation of acceptances of the Plan is required to confirm the Plan as amended herein.

7. Notwithstanding the possible applicability of Bankruptcy Rules 4001, 6004, 6006, 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

8. The Court shall retain exclusive jurisdiction over all matters relating to or arising from the implementation of this Order.

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Submitted by:

/s/ Brent R. McIlwain

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