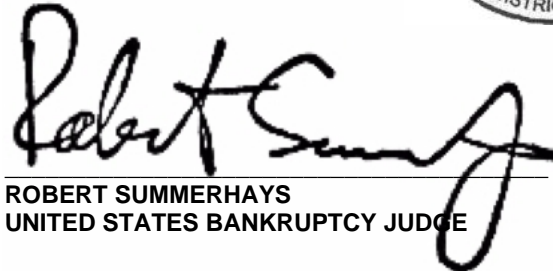




SO ORDERED.

SIGNED October 24, 2012.


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 THE REJECTION OF CERTAIN UNEXPIRED LEASES
OF NONRESIDENTIAL REAL PROPERTY FOR CERTAIN CLOSED OR
UNDERPERFORMING CAFETERIAS, AND THE REJECTION OF CERTAIN
UNEXPIRED LEASES OF PERSONAL PROPERTY, EXECUTORY
CONTRACTS AND ONE UNEXPIRED SUBLEASE RELATED TO THOSE
CLOSED OR UNDERPERFORMING CAFETERIAS**

Considering the Motion for an Order Approving the Rejection of Certain Unexpired
Leases of Nonresidential Real Property for Certain Closed or Underperforming Cafeterias, and

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 Rejection of Certain Unexpired Leases of Personal Property, Executory Contracts and One Unexpired Sublease Related to those Closed or Underperforming Cafeterias (the "Motion") (Docket #167) filed herein on October 2, 2012, by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"),² the Court concluding that (a) it has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334, and that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (b) the relief requested in the Motion is essential to the continued operation of the Debtors' businesses and is in the best interests of the Debtors' estates and creditors, (c) sufficient notice was given to the non-debtor parties to the leases and contracts, (d) sufficient cause supports the relief sought in the Motion, and (e) with respect to the lease of nonresidential real property (the "Peachtree Lease") by and between Piccadilly Restaurants, LLC ("Restaurants") and Peachtree Mall, L.L.C. ("Peachtree"), located at 3507 Manchester Expressway, Columbus, GA (the "Peachtree Premises"), which Restaurants has now vacated, Restaurants having abandoned certain vent hoods that are owned by Restaurants by leaving them in the Peachtree Premises (collectively, the "Peachtree Personal Property") when it vacated the Peachtree Premises;

IT IS ORDERED that the Motion is hereby **GRANTED**, as modified herein;

IT IS FURTHER ORDERED that each unexpired lease of nonresidential real property and the sublease that is listed on Exhibit 1 to this Order (collectively, the "Rejected Real Property Leases") be and the same are hereby deemed rejected, effective October 31, 2012;

IT IS FURTHER ORDERED that, effective October 31, 2012, the Peachtree Personal Property will be deemed abandoned by Restaurants, and Peachtree will have the right to dispose

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

of the same as Peachtree deems appropriate, without any liability whatsoever on the part of Peachtree to the Debtors, and without waiver of any damage claims against the Debtors;

IT IS FURTHER ORDERED that each personal property lease listed on Exhibit 2 to this Order (collectively, the “Rejected Personal Property Leases”) is hereby rejected, but only to the extent specified on such Exhibit 2, effective as of the entry of this Order;

IT IS FURTHER ORDERED that the contract with Clear Channel Outdoor that is identified on Exhibit 3 of this Order is deemed rejected, effective as of October 31, 2012;

IT IS FURTHER ORDERED that the contract with Grace Christian School that is identified on Exhibit 3 of this Order is deemed rejected, effective as of October 7, 2012;

IT IS FURTHER ORDERED that the Debtors are authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate to implement and effectuate this Order;

IT IS FURTHER ORDERED that, within five (5) days of the entry of this Order, the Debtors will serve this Order on the landlords, tenant, and non-debtor parties to each of the Rejected Real Property Leases, the Sublease, the Rejected Personal Property Leases and the rejected contracts listed on Exhibits 1 through 3 of this Order;

IT IS FURTHER ORDERED that the Court will retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Motion or implementation of this Order.

###

This Order was prepared and is being submitted by:

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{N2535843.1}

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EXHIBIT 1

Restaurant Address	Landlord	Notice Address	Description
2781 South Cobb Smyrna, GA 30080	Schmitz Development Company	Schmitz Development Company 799 Bricknell Plaza Suite 700 Miami, FL 33131	Ground Lease, dated July 31, 1987, as it may have been amended
Georgia Square Store #160 Athens, GA 30606	Georgia Square Partnership and CBL & Associates Properties, Inc.	Georgia Square Partnership 3700 Atlanta Hwy Suite 212 Athens, GA 30606 and CBL & Associates Properties, Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, TN 37421-6000 Attn: President	Shopping Center Lease, dated June 25, 1979, as amended including by agreement dated March 31, 2009
5647 Peachtree Industrial Blvd. Chamblee, GA 30341	Chatham Investments Co., Inc. and Raymond Chatham	Chatham Investments Co., Inc. 3457-A Sexton Woods Dr. Chamblee, GA 30341 and Raymond Chatham 5145 Buford Hwy Doraville, GA 30340	Ground Lease, dated May 9, 1983, as it may have been amended

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Restaurant Address	Landlord	Notice Address	Description
366 Northgate Mall Chattanooga, TN 37415	Hixson Mall, LLC	CBL & Associates Properties, Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, TN 37421-6000 Attn: President and Hixson Mall, LLC 271 Northgate Chattanooga, TN 37415 Attn: General Manager	Lease, dated April 23, 2007, as it may have been amended
3507 Manchester Expressway Columbus, GA 31909	Peachtree Mall, LLC	Peachtree Mall c/o Peachtree Mall, L.L.C. 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lessee Administration Department	Lease, dated on or about August 14, 2006, as it may have been amended
900 Commons Suite 922 Dothan, AL 36303	PR Wiregrass Commons, LLC	Wiregrass Commons 900 Commons Suite 414 Dothan, AL 36303 Attn: General Manager and PREIT Services, LLC 200 South Broad Street 3 rd Floor Philadelphia, PA 19102 Attn: General Counsel	Lease Agreement, dated October 26, 1995, as amended from time to time, including a fourth amended dated September 2011

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Restaurant Address	Landlord	Notice Address	Description
2620 North West 13 th St. Gainesville, FL 32609	Gainesville Mall, LLP	C/o Gainesville Mall 2654 NW 13 th St. Gainesville, FL 32609	Lease, dated March 7, 1966, as it may have been amended
3117 Loyola Dr. Kenner, LA 70065	Sublandord, Starbucks Corp. and Master landord, Kenneth W. Valk and Jessica H. Stansberry, as Trustees of the Kenneth W. Valk and Jessica H. Stansberry 2002 Revocable Trust and Hand, Holmes, Pilie' & Matthews, LLC	Starbucks Corporation Attn: Property Management Department P.O. Box 34067 (Mailstop 98124-1057) Seattle, WA 98124-1067 and Kenneth W. Valk and Jessica H. Stansberry, as Trustees of the Kenneth W. Valk and Jessica H. Stansberry 2002 Revocable Trust 1759 Louvaine Dr. Colma, CA 94105 and Hand, Holmes, Pilie' & Matthews, LLC 901 Derbigny Street Gretna, LA 70053 Attn: Timothy F. Hand	Retail Sublease, dated August 24, 2009, as the same may have been amended
151 Peachwood Centre, Dr. Spartanburg, SC 29301	Peachwood Properties	204 3 rd St. East P.O. Box 643 Hampton, SC 29924	Ground Lease, dated October 31, 1993, as it may have been amended

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Restaurant Address	Landlord	Notice Address	Description
1900 34 th Street St. Petersburg, FL 33713	Lake Sun Propertied Limited and Taylor'd Services	Lake Sun Properties Limited 55 E. Monroe St. Suite 2910 Chicago, IL 60603 and Taylor'd Services Attn: Gwen Taylor 19202 Rogers Road Odessa, FL 33556	Sublease, dated June 20, 1988, as amended from time to time including a third amended dated October 1, 2003
4681 Airport Mobile, AL 36608	Mayer Mitchell, Abraham A. Mitchell, David R. Coley, III, Chester M. Baker, and AmSouth Bank, N.A., Trustee under Trust "B" For the Benefit of Lucille S. Hocklander	Regency Square Shopping Center c/o MBI Management P.O. Box 16006 Mobile, AL 36616	Ground Leases, by Lessor and Morrison Restaurants, Inc., dated as of October 29, 1993
2781 South Cobb Smyrna, GA 30080	Subtenant, The Lottie S. Catholic Library-Music Foundation Corp., Inc.	2008 Springbrook Trail Smyrna, GA 30082 Attn: Melchi T. Catholic	Sublease Agreement dated October 28, 2011

{N2525185.1}

Exhibit 2

Personal Property Leases related to the Underperform Cafeterias

Ecotemp Lease Agreement, dated December 30, 2003, regarding an ES 6600 and V/C located at 366 Northgate Mall, Chattanooga, TN. Account No. 16337032, Slsm. No. 13475

Non-Debtor party:

Ecolab Inc.
Ecolab Center,
St. Paul, MN 55102

Ecotemp Lease Agreement, dated September 14, 2004 (regarding Booster Heater and other equipment) Contract No. 14523), insofar and only insofar as it relates to property covered by the foregoing Contract that was located at one of the following three locations as of October 2, 2012, the date that the Debtors' Motion³ was filed: (a) 366 Northgate Mall, Chattanooga, TN; (b) 1900 34th St., St. Petersburg, FL; and/or (c) 2620 North West 13th Street, Gainesville, FL.

Non-Debtor party:

Ecolab Inc.
Ecolab Center,
St. Paul, MN 55102

Ecotemp Lease Agreement, dated September 14, 2004 (regarding ES6600 Conveyor and other equipment) Contract No. 14523), insofar and only insofar as it relates to property covered by the foregoing Contract that was located at one of the following two locations as of October 2, 2012, the date that the Debtors' Motion was filed: (a) 1900 34th St., St. Petersburg, FL; and/or (b) 2620 North West 13th Street, Gainesville, FL. Non-Debtor party:

³ Debtors' Motion refers to the Motion for an Order Approving the Rejection of Certain Unexpired Leases of Nonresidential Real Property for Certain Closed or Underperforming Cafeterias, and the Rejection of Certain Unexpired Leases of Personal Property, Executory Contracts and One Unexpired Sublease Related to those Closed or Underperforming Cafeterias (the "Motion") (Docket #167) filed herein on October 2, 2012. {N2525185.1}

Ecolab Inc.
Ecolab Center,
St. Paul, MN 55102

Ecotemp Lease Agreement, dated September 14, 2004 (regarding WH44 Conveyor and other equipment) Contract No. 14523), insofar and only insofar as it relates to property covered by the foregoing Contract that was located at one of the following three locations as of October 2, 2012, the date that the Debtors' Motion was filed: (a) 366 Northgate Mall, Chattanooga, TN; (b) 1900 34th St., St. Petersburg, FL; and/or (c) 2620 North West 13th Street, Gainesville, FL.

Non-Debtor party:

Ecolab Inc.
Ecolab Center,
St. Paul, MN 55102

Ecotemp Lease Agreement, dated September 14, 2004 (regarding ET44 Conveyor and other equipment) Contract No. 14523), insofar and only insofar as it relates to property covered by the foregoing Contract that was located at one of the following three locations as of October 2, 2012, the date that the Debtors' Motion was filed: (a) 366 Northgate Mall, Chattanooga, TN; (b) 1900 34th St., St. Petersburg, FL; and/or (c) 2620 North West 13th Street, Gainesville, FL.

Non-Debtor party:

Ecolab Inc.
Ecolab Center,
St. Paul, MN 55102

Ecotemp Lease Agreement, dated on or about December 11, 2009 (regarding ES4400 Conveyor and other equipment) Contract No. 14523), insofar and only insofar as it relates to property covered by the foregoing Contract that was located, as of October 2, 2012, the

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date that the Debtors' Motion was filed, at 2620 North West 13th Street, Gainesville, FL.

Non-Debtor party:

Ecolab Inc.
Ecolab Center,
St. Paul, MN 55102

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Exhibit 3

Executory Contracts related to the Underperforming Cafeterias

Contract with Clear Channel Outdoor for advertising, dated on or about February 3, 2012

Non-Debtor party:

Clear Channel Outdoor, Houston,
12852 Westheimer
Houston, TX 77077

Customer No. 209248

Contracted Meal Program Agreement 2012-2013, dated on or about July 16, 2012

Non-Debtor party:

Grace Christian School
c/o James Horton
Administrator
2915 14th Ave.
Columbus, GA 31904-8335

{N2525185.1}