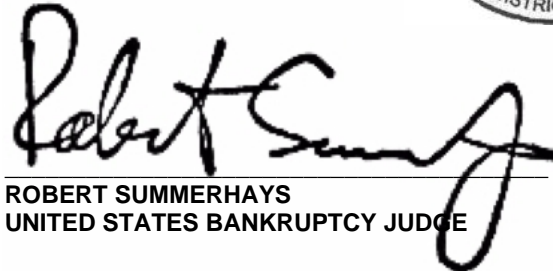




SO ORDERED.

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 GRANTING DEBTORS' APPLICATION FOR AUTHORITY
TO RETAIN AND EMPLOY BMC GROUP, INC.**

CONSIDERING the Application (this "Application") for Order Authorizing the Authorizing the Retention and Employment of BMC Group, Inc. as Claims Agent, Noticing

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).

Agent and Balloting Agent, Pursuant to Section 327(a) of the Bankruptcy Code and Rule 2002 of the Bankruptcy Rules of Procedure, *Nunc Pro Tunc* to October 10, 2012 (Docket #204), filed on October 12, 2012 by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”),² good cause having been shown for the entry of an Order granting the Application;

IT IS ORDERED that that the Application is hereby **GRANTED**.

IT IS FURTHER ORDERED that the Debtors are authorized to retain and employ BMC Group, Inc. (the “Agent”), as claims, noticing and balloting agent in these chapter 11 cases for the purposes set forth in the Application and the Services Agreement and Fee Schedule attached as Exhibit A to the Application (the “Services Agreement”), effective as of October 10, 2012.

IT IS FURTHER ORDERED that the Services Agreement, including the Fee Schedule, is approved, as provided for in this Order.

IT IS FURTHER ORDERED that the Agent is authorized to take such actions as is reasonably necessary to comply with all duties set forth in the Application and this Order.

IT IS FURTHER ORDERED that, without further order of this Court, the fees and expenses of the Agent incurred in performance of the services set forth in the Services Agreement are to be treated as an administrative expense of the Debtors’ estates and shall be paid by the Debtors in the ordinary course of business after the submission of an invoice in reasonable detail describing the basis for the fees and expenses requested to be paid, unless the Agent is advised that Debtors object to the invoice, in which case the Debtors will schedule a hearing before the Court to consider the disputed invoice. In such case, the Debtors shall remit

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

to the Agent only the undisputed portion of the invoice and, if applicable, shall pay the remainder to the Agent upon the resolution of the disputed, as mandated by this Court.

IT IS FURTHER ORDERED that, pursuant to Bankruptcy Code § 503(b)(1)(A), the fees and expenses of the Agent incurred pursuant to the Services Agreement will be an administrative expense of the Debtors' estates.

IT IS FURTHER ORDERED that notwithstanding anything herein to the contrary, the authority granted herein is subject to any requirements and limitations imposed upon the Debtors under any Court order regarding debtor-in-possession financing and/or cash collateral use and any approved budget therein. Nothing contained herein shall, or shall be deemed to, modify, amend or alter such order(s) or approved budget.

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

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This Order was prepared and is being submitted by:

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