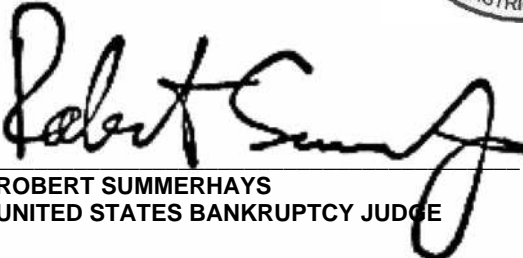




SO ORDERED.

SIGNED October 22, 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 MOTION FOR AN ADMINISTRATIVE ORDER ESTABLISHING
PROCEDURES FOR INTERIM COMPENSATION AND REIMBURSEMENT
OF EXPENSES FOR PROFESSIONALS AND COMMITTEE MEMBERS**

Considering the Motion for an Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Committee Members (the “Motion”)

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).

(Docket #139), filed on September 25, 2012, by above-captioned debtors and debtors-in-possession (collectively, the “Debtors”),² and it appearing that the relief requested is in the best interests of the Debtors’ estates, their creditors and other parties-in-interest; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 158(a); and after due deliberation and cause appearing therefor;

IT IS ORDER that the Motion be and the same is hereby **GRANTED**;

IT IS FURTHER ORDERED that, except as may otherwise be provided in Court orders authorizing the retention of specific professionals, all professionals whose retention is subject to approval of the Court in these procedurally consolidated bankruptcy cases (collectively, this “Chapter 11 Case”) may seek interim compensation in accordance with following procedures:

(a) On or before the fifteenth (15th) day of each month following the month for which compensation is sought, the Professionals (collectively, the “Professionals”) will submit a set of invoices (each a “Fee Statement”) to the Service Parties (as defined in the Motion). Each such entity receiving a Fee Statement will have ten (10) days from the date of mailing thereof to review the Fee Statement. At the expiration of the ten (10) day period, if no objection (as described below) is made to the Fee Statement, each Professional who submitted a Fee Statement will notify the Debtors, in writing, that no objections have been filed with regard to the Fee Statement. Upon receipt of such notice, the Debtors are authorized to pay, subject to any limitations imposed under Court order(s) approving debtor-in-possession financing and/or cash collateral use (and all approved budgets therein), eighty percent (80%) of the fees and one hundred percent (100%) of the disbursements requested in the Professionals’ respective Fee Statements.

(b) In the event any of the Service Parties (as defined in the Motion) has an objection to the compensation or reimbursement sought in a particular Fee Statement, it will, within ten (10) days of the receipt of the Fee Statement, serve upon (i) the Professional whose Fee Statement is objected to, and (ii) except to the extent duplicative of the foregoing clause (i), the other Service Parties (as defined in the Motion), a written “Notice of Objection to Fee Statement,” setting forth the precise nature of the objection and the amount at issue. Thereafter, the objecting Service Party or Service Parties (as defined in the Motion) and the Professional whose Fee Statement is objected to will attempt to reach an agreement regarding the correct payment to be made. If the parties are unable to reach an agreement on the objection(s) within fifteen (15) days after receipt of such Notice of

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

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Objection to Fee Statement, the Professional whose Fee Statement is objected to will have the option of (i) filing the objection(s) together with a request for payment of the disputed amount with the court, or (ii) foregoing payment of the disputed amount until the next interim fee application hearing, at which time the Court will consider and dispose of the objection(s) if payment of the disputed amount is requested. The Debtors is required to pay promptly eighty percent (80%) of the fees and one hundred percent (100%) of disbursements requested that are not the subject of a Notice of Objection to Fee Statement.

(c) The first Fee Statement will be submitted to the Service Parties (as defined in the Motion) no later than November 15, 2012 and will cover the period from the Petition Date through the end of October 31, 2012.

(d) Approximately every four (4) months, each of the Professionals will file with the Court, and serve on the Service Parties (as defined in the Motion), on or before the forty-fifth (45th) day following the last day of the compensation period for which compensation is sought, an application for interim court approval and allowance, pursuant to section 331 of the Bankruptcy Code, of the compensation and reimbursement of expenses requested for the prior four (4) months in the Fee Statements. The first such application will be filed on or before December 15, 2012, and will cover the period from the commencement of this Chapter 11 Case through November 31, 2012. Any Professional who fails to file an application when due will be ineligible to receive further interim payments of fees or expenses as provided herein until such time as the application is submitted. Upon approval of an application for interim compensation, any Professional will be paid withheld amounts of approved fees and expenses for the applicable period, subject to any limitations imposed under Court order(s) approving debtor-in-possession financing and/or cash collateral use (and all approved budgets therein).

(e) The pendency of an application or a Court order that payment of compensation or reimbursement of expenses was improper as to a particular Fee Statement will not disqualify a Professional from the future payment of compensation or reimbursement of expenses as set forth above.

(f) Neither the objection to, the payment of, nor the failure object to or to pay, in whole or in part, monthly interim compensation and reimbursements provided herein will bind the United States Trustee, any Professional, any party in interest or the Court with respect to the allowance of interim or final applications for compensation and reimbursement of Professionals.

IT IS FURTHER ORDERED that each member of any official committee in this Chapter 11 Case be permitted to submit statements of expenses and supporting vouchers to counsel for any official committee (if and when appointed) who will collect and submit such

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requests for reimbursement in accordance with the foregoing procedure for monthly and interim compensation of professionals.

IT IS FURTHER ORDERED that it will be sufficient to send notice of a hearing to consider quarterly interim applications to the following: (a) the secured creditor, through Atalaya Administrative, LLC, and its counsel of record, Brent R. McIlwain and David F. Waguespack, (b) the list of largest unsecured creditors, the identity of which may be amended from time to time, (c) the twenty (20) additional random unsecured creditors; (d) all parties who have requested special notice pursuant to Bankruptcy Rule 2002; (e) the Unsecured Creditors Committee, if appointed, or its counsel if one has been retained; (f) the Debtors through their counsel, Mark Mintz at the law firm of Jones, Walker, Waechter, Poitevent, Carrere and Denegre, LLP, and (g) the Office of the United States Trustee (collectively, the “Service Parties”).

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 or approved budget.

IT IS FURTHER ORDERED that this Court will retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

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This Order was prepared and is being submitted by:

R. PATRICK VANCE. (#13008)
ELIZABETH J. FUTRELL. (#05863)
MARK A. MINTZ (#31878)
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AND

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**Attorneys for Piccadilly Restaurants, LLC
Piccadilly Food Service, LLC and
Piccadilly Investments, LLC**

{N2531669.1}

United States Bankruptcy Court
Western District of Louisiana

In re:
Piccadilly Restaurants, LLC
Debtor

Case No. 12-51127-RRS
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0536-4

User: lchamp
Form ID: pdf8

Page 1 of 2
Total Noticed: 3

Date Rcvd: Oct 22, 2012

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 24, 2012.

db +Piccadilly Restaurants, LLC, c/o Jones Walker et al, 201 St. Charles Ave #5100,
New Orleans, LA 70170-5101
aty +Jones, Walker, Waechter, Poitevent, Carrere & Dene, 201 St. Charles Avenue, 51st Floor,
New Orleans, LA 70170-5000
aty +Patrick L. McCune, Jones, Walker et al, 201 St. Charles Avenue, 51st Floor,
New Orleans, LA 70170-5100

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

tr DIP

TOTALS: 1, * 0, ## 0

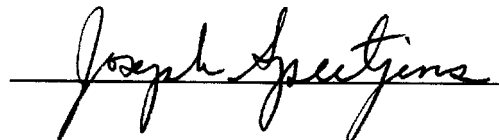
Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 24, 2012

Signature:



The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 22, 2012 at the address(es) listed below:

Andrew D. Mendez on behalf of Creditor Peter Mayer Advertising, Inc. amendez@stonepigman.com
Brent R. McIlwain on behalf of Creditor Atalaya Administrative, LLC bmcilwain@pattonboggs.com,
rwjones@pattonboggs.com;bsmith@pattonboggs.com
Christopher R. Maddux on behalf of Creditor The Merchants Company d/b/a Merchants Foodservice
chris.maddux@butlersnow.com
Dale R. Baringer on behalf of Creditor Kleinpeter Farms Dairy, L.L.C. dale@baringerlawfirm.com,
pam@baringerlawfirm.com;aaron@baringerlawfirm.com;ben@baringerlawfirm.com
Dannie P. Garrett on behalf of Creditor The Merchants Company d/b/a Merchants Foodservice
dannie.garrett@butlersnow.com
David F. Waguespack on behalf of Creditor Atalaya Administrative, LLC
waguespack@carverdarden.com, plaisance@carverdarden.com
David Patrick Keating on behalf of Creditor GGP, Inc. rick@thekeatingfirm.com,
shannon@thekeatingfirm.com
Douglas S. Draper on behalf of Interested Party CB Agency Services, LLC
ddraper@hellerdraper.com
Elizabeth J. Futrell on behalf of Debtor Piccadilly Food Service, LLC efutrell@joneswalker.com,
jmagallanes@joneswalker.com;sliberio@joneswalker.com
J. David Forsyth on behalf of Interested Party Aronov Realty Management jdf@sessions-law.com
John P. Dillman on behalf of Creditor Harris County houston_bankruptcy@publicans.com
Jon Ann Giblin on behalf of Creditor Kimco Realty Corporation jgiblin@mcglinchey.com,
zfrederick@mcglinchey.com
Keith Couture on behalf of Creditor Grimes Professional Dirt Busters kcouture@couturelaw.net
Leo D. Congeni on behalf of Creditor Trademasters, Inc. leocongeni@bellsouth.net,
officeofeturner@bellsouth.net
Louis M. Phillips on behalf of Debtor Piccadilly Food Service, LLC lphillips@gordonarata.com,
pbartholomew@gordonarata.com;jalcantara@gordonarata.com
Mark A. Mintz on behalf of Debtor Piccadilly Food Service, LLC mmintz@joneswalker.com,
mmcadory@joneswalker.com
Office of U. S. Trustee USTPRegion05.SH.ECF@usdoj.gov
Paul M. Lavelle on behalf of Creditor MSCI 2005-IQ-10 CORTANA MALL, LLC plavelle@winstead.com,
slavelle@winstead.com
Paul N. Debailion on behalf of Creditor Southern Commercial Buildings, LLC
paul@debailionmiley.com
Peter A. Kopfinger on behalf of Debtor Piccadilly Food Service, LLC PKopfinger@gordonarata.com
Phillip K. Wallace on behalf of Creditor Cora & Elwyn Ball philkwall@aol.com
R. Patrick Vance on behalf of Debtor Piccadilly Restaurants, LLC pvance@joneswalker.com,
dschulte@joneswalker.com
Robert L. LeHane on behalf of Creditor GGP, Inc. kdwbankruptcydepartment@kelleydrye.com
Ronald Mark Tucker on behalf of Creditor Simon Property Group, Inc. rtucker@simon.com
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pbartholomew@gordonarata.com;jalcantara@gordonarata.com;ryan.richmond.cmecf@gmail.com
Stephen D. Wheelis on behalf of Creditor CLECO Corporation steve@wheelis-rozanski.com
Stephen W. Rosenblatt on behalf of Creditor The Merchants Company d/b/a Merchants Foodservice
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Tristan E. Manthey on behalf of Interested Party CB Agency Services, LLC
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kfritscher@hellerdraper.com;jlasseigne@hellerdraper.com;cnobles@hellerdraper.com;awientjes@heller
draper.com
Tyler J. Rench on behalf of Debtor Piccadilly Restaurants, LLC trench@joneswalker.com
Wayne A. Shullaw on behalf of Creditor Poss Select Produce, Inc c/o Wayne A. Shullaw Attorney
shullaw@bellsouth.net
William H. Patrick on behalf of Interested Party CB Agency Services, LLC
wpatrick@hellerdraper.com

TOTAL: 31