

**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**

DEBTORS' SECOND MOTION FOR AN ORDER, PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE, (1) AUTHORIZING THE DEBTORS TO ASSUME CERTAIN UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY, AND (2) SATISFY CURE AMOUNTS IN RESPECT THEREOF

NOW INTO COURT, through undersigned counsel, come the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”),² who submit this Second Motion for an Order, substantially similar to the proposed Order attached to this Motion as **Exhibit A**, Pursuant to Section 365 of the Bankruptcy Code, (1) Authorizing the Debtors to Assume Certain Unexpired Leases of Nonresidential Real Property, and (2) Satisfy Cure Amounts in Respect Thereof (this “Second Assumption Motion”). This Second Assumption Motion relates to nine (9) unexpired leases of nonresidential real property, each of which are listed on **Schedule 1**, **Schedule 2** or **Schedule 3** of the proposed Order (collectively, the “Leases”). In support of this Second Assumption Motion, the Debtors show as follows:

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

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

BACKGROUND

2. On September 11, 2012 (the "Petition Date"), the Debtors filed for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108.

3. No trustee or examiner has been appointed. An Official Committee of Unsecured Creditors was appointed in these Chapter 11 cases on October 23, 2012.

4. The Debtors are jointly administrated pursuant to Bankruptcy Code § 105(a) and Bankruptcy Rule 1015(b).

5. The statutory predicates for the relief requested herein are §§ 105(a) and 365 of the Bankruptcy Code.

FACTUAL BACKGROUND

6. Pursuant to section 365(d)(4)(A) of the Bankruptcy Code, an unexpired lease of nonresidential real property under which a debtor is a lessee will be deemed rejected if such lease is not assumed or rejected within 120 days of the commencement of the debtor's case. Section 365(d)(4)(B) of the Bankruptcy Code provides the court may extend the 120-day period by an additional 90 days for cause upon a motion of the debtor.

(a) *The Extension Motion*

7. In this case, the Debtors sought authority to extend the initial 120-day deadline to assume or reject unexpired leases of nonresidential real property in their *Motion for an Order Extending Time to Assume or Reject Unexpired Nonresidential Leases of Real Property* (the “Extension Motion”) (Docket #305). In an Order entered on December 19, 2012 (Docket #416), the Extension Motion was granted, so that the deadline for assuming or rejecting nonresidential real property leases was extended through and including April 9, 2013 (the “Assumption Deadline”).

(b) *Retention of the Consulting Company and Process of Lease Negotiations*

8. Piccadilly Restaurants, LLC (“Restaurants”), one of the Debtors herein, is a lessee under numerous nonresidential real property leases for their cafeterias. Since the Petition Date, as part of their ongoing restructuring efforts, Restaurants has worked diligently to identify those nonresidential real property leases that are not necessary to its ongoing business operations and beneficial to its estate.

9. To assist in this process, after the Petition Date, the Debtors engaged the services of a real estate advisor, GA Keen & Company (the “Consulting Company”),³ a company with significant experience in commercial real estate matters, to assist Restaurants in evaluating the real property leases of its cafeterias and renegotiating those leases.

10. Among other factors, the Debtors and the Consulting Company considered: (a) the suitability of each leased property to the Restaurants’ anticipated future business needs; (b)

³ An Order granting the Debtors’ Motion for Authority to engage the Consulting Company was entered on December 6, 2012 (Docket #377).

the rent and other material terms of each lease; (c) the market rent for similar properties; and (d) other miscellaneous consideration.

(c) The First Assumption Motion

11. This is the Debtors' second motion to assume unexpired leases of nonresidential properties. The first such motion was the Debtors' Motion for an Order, Pursuant to Section 365 of the Bankruptcy Code, Authorizing the Debtors to (1) Assume Certain Unexpired Leases of Nonresidential Real Property, and (2) Satisfy Cure Amounts in Respect Thereof (Docket #532) (the "First Assumption Motion"), which was heard on March 26, 2013. Two objections were filed, and they were resolved by agreement in a consent Order that was submitted to the Court after the hearing.

(c) Certain Consensual Extensions of the Assumption Deadline

12. In connection with the First Assumption Motion, the Debtors contacted certain lessors and requested consensual extensions of the Assumption Deadline. The Debtors and certain lessors have agreed to consensual extensions. The Debtors have filed these stipulations and presented them to this Court for approval, inasmuch as section 365(d)(4)(B)(ii) of the Bankruptcy Code provides that if the Court grants an initial 90-day extension of the Assumption Deadline, the Court may grant a subsequent extension upon the prior written consent of the lessor.

13. As part of the Second Assumption Motion, the Debtors have obtained or will obtain additional extensions of the Assumption Deadline as to three (3) of the Leases, as listed on **Schedule 1** to the proposed Order (**Exhibit A**). The current Assumption Deadline (without

the further extension by stipulation thereafter) on each of the Leases listed on Schedule 1 was April 30, 2013, and the additional extension is through May 31, 2013.

(d) Assumption of Leases and Assumption of Leases as Modified after the Petition Date

14. To date, the Debtors have further evaluated the remaining leases, and identified additional nonresidential real property leases that are necessary for the Debtors' ongoing operations or are beneficial to their estates, in the Debtors' business judgment. Those leases fall in two categories: (a) leases that have not been modified after the Petition Date, and that are listed on **Schedule 2** to the proposed Order; and (b) leases that have been modified, or will be modified, after the Petition Date, and that are listed on **Schedule 3** to the proposed Order. The current Assumption Deadline on each of the leases listed on Schedule 2 and Schedule 3 is April 30, 2013.

15. The Debtors expressly reserve the right to remove or add any of the Leases of nonresidential real property from any of the Schedules 1, 2 or 3 (collectively, the "**Schedules**"), provided the Debtors give five (5) days' notice prior to the hearing on the Motion to the lessor affected by such an amendment.

RELIEF REQUESTED

16. By this Motion, the Debtors request entry of the proposed Order, authorizing the Debtors to (a) assume the Leases set forth on **Schedule 2** to the proposed Order, (b) assume the Leases, as modified, as set forth on **Schedule 3** to the proposed Order, and (c) fix the proposed cure amounts for each such Lease listed on **Schedule 1**, **Schedule 2**, or **Schedule 3**, as applicable (the "**Cure Amount**"). Those unexpired leases of nonresidential real property as to which the

lessors have agreed to a consensual extension of the Assumption Deadline are set forth on **Schedule 1** to the proposed Order (**Exhibit A**).

17. To comply with the requirements of section 365 of the Bankruptcy Code, the Debtors propose to pay each lessor the Cure Amount set forth on **Schedule 1**, **Schedule 2**, or **Schedule 3**, as applicable, in respect of such lessor's Lease. The Cure Amounts reflect the amounts owed in respect of the applicable Lease, according to the Debtors' books and records. The Debtors propose to pay the Cure Amount within 30 days of entry of an Order that approves the assumption of such Lease, or such other date as the parties may otherwise agree.

18. A hearing on this Motion will be held on **April 23, 2013, at 10:00 a.m.**, Central Standard Time (the "**Hearing**"). If any lessor objects to the relief sought in this Motion, the assumption of a Lease, or the proposed Cure Amount, the lessor must file an objection (an "**Objection**") no later than seven (7) days before the Hearing (the "**Objection Deadline**"). An Objection must:

- a. Be made in writing;
- b. State with specificity the grounds for the Objection, including if applicable, the fully liquidated Cure Amount the objecting party believes the Debtors are required to pay under section 365 of the Bankruptcy Code, along with the specific nature and dates of any alleged defaults, the pecuniary losses resulting therefrom, and the conditions giving rise thereto;
- c. Be filed with the Clerk of the Bankruptcy Court and served so as to be actually received on or before the Objection Deadline by sending the same to counsel to the Debtors, Elizabeth J. Futrell, Jones Walker LLP, 201 St. Charles Avenue, 51st Floor, New Orleans, Louisiana 70170, efutrell@joneswalker.com.
- d. If no Objection is timely received with respect to a Lease, or if a timely Objection is received but does not comply with the foregoing requirements, the Debtors further request as follows:

- i. The Debtors be authorized to assume any Lease;
- ii. The Cure Amount be fixed at the amount set forth on Schedule 1, 2 or Schedule 3, as applicable, notwithstanding anything to the contrary in any Lease, proof of claim (whether formal or informal), or any other document or instrument; and,
- iii. The Debtors be authorized to pay the Cure Amount, if any, to the lessor within 30 days of entry of an Order authorizing the assumption of Lease listed on Schedule 1, Schedule 2 or Schedule 3, or such other date as the parties may otherwise agree; and,
- iv. Each counterparty to a Lease that fails to file an Objection shall be deemed to have consented to the assumption of the Lease and the Cure Amount listed in the applicable Schedule 1, Schedule 2 or Schedule 3.

19. If a counterparty to a Lease files a timely Objection (that complies with the requirements set forth above) as to the Cure Amount only (a “Cure Objection”), the Debtors request (a) authorization to assume such Lease listed on Schedule 2 or Schedule 3 as of the entry of an Order approving this Motion **but no later than April 30, 2013**, and (b) an Order that schedules a hearing at a later date with respect to the Cure Objection only. As to a Lease listed on Schedule 1, if a counterparty to a Lease files a timely Objection or Cure Objection (that complies with the requirements set forth above), the Debtors request that a hearing be scheduled on that Objection or Cure Objection at such time as the Debtors file a motion to assume such Lease.

20. As previously noted, the Debtors expressly reserve the right to remove or add any of the leases of nonresidential real property from any of the Schedules, provided the Debtors give five (5) days’ notice prior to the hearing on the Motion to the lessor affected by such an amendment.

21. The Debtors further reserve the right, subject to appropriate notice and opportunity to object and this Court's approval, to assign any of the Leases pursuant to and in accordance with the requirements of section 365 of the Bankruptcy Code.

BASIS FOR BELIEF

22. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). *See also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984). This permits a debtor to "maximize the value of the debtors' estate" by assuming executory contracts and unexpired leases that "benefit the estate" and by rejecting those that do not. *Cinicola v. Scharffenberger*, 248 F.3d 110, 119 (3d Cir. 2001) (citation omitted); *see also Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (section 365 "allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed").

23. The standard in approving the debtor's assumption or rejection of executory contracts and unexpired leases is whether such assumption or rejection (a) is a sound exercise of the debtor's business judgment, and (b) provides a benefit to the debtor's estate. *See Bildisco & Bildisco*, 465 U.S. at 523 (recognizing the business judgment standard used to approve rejection of executory contracts). Thus, a court must examine the Debtors' decision to assume or reject under the business judgment test to determine if assumption or rejection would be beneficial to the estates. *In re Food City, Inc.*, 94 B.R. 91, 93 (Bankr. W.D. Tex. 1988); *In re Transamerican Natural Gas Corp.*, 79 B.R. 663, 667 (Bankr. S.D. Tex. 1987).

24. To determine if a debtor has satisfied the business judgment standard, a court "is required to examine whether a reasonable business person would make a similar decision under

{N2611621.2}

similar circumstances.” *In re Exide Techs*, 340 B.R. 222, 239 (Bankr. D. Del. 2006). Specifically, a court should find the decision to assume was made on “an informed basis, in good faith, and with the honest belief that the assumption . . . [i]s in the best interests of [the debtor] and the estate.” *In re Network Access Solutions*, 330 B.R. 67, 75 (Bankr. D. Del 2005). Under this standard, a court should approve a debtor’s business decision unless the decision is the product of bad faith or a gross abuse of discretion. *See Lubrizol Enters v. Richmond Metal Finishers*, 756 F.2d 1043, 1047 (4th Cir. 1985).

A. The Decision to Assume the Leases is a Sound Exercise of the Debtors’ Business Judgment

25. Based on their review of the Leases, in an exercise of their sound business judgment, the Debtors have determined the Leases are beneficial to their businesses and reorganization efforts and are necessary to sustain ongoing business operations.

26. If the Debtors are not permitted to assume the Leases at this time, the Debtors will be unable to assume the Leases later, and will lose the benefit of the Leases and the operation of the cafeterias. Pursuant to section 365(d)(4) of the bankruptcy Code, the Leases at issue in this Second Assumption Motion will be deemed rejected by the Debtors by April 30, 2013. The wholesale rejection of the Leases would severely impact the Debtors’ business operations and reorganization prospects. The Debtors depend on the Leases to sustain both their cafeteria and food service businesses. The Debtors could not plausibly hope to replace the leased premises covered by the Leases within the short time remaining before April 30, 2013. In addition, the Debtors also concluded that the Leases on Schedules 2 and 3 are competitively priced. Such wholesale rejection of the Leases would leave the Debtors unable to operate a substantial portion of their business.

B. Procedures for the Payment of Cure Amounts and the Provision of Adequate Assurance of Future Performance

27. Pursuant to section 365(b)(1) of the Bankruptcy Code, if there has been a default under an executory contract or unexpired lease of a debtor, the debtor may not assume the executory contract or unexpired lease unless, at the time of assumption, the debtor: (a) cures or provides adequate assurance that it will promptly cure any defaults; (b) compensates or provides adequate assurance of prompt future compensation for actual pecuniary loss resulting from any defaults; and (c) provides adequate assurance of future performance under the contract or lease. *See* 22 U.S.C. § 365(b)(1).

28. By this Motion, the Debtors seek authority to pay the Cure Amounts in compliance with section 365(b) of the Bankruptcy Code. In light of the scope of the Debtors' business operations, the Debtors believe payment of the Cure Amounts is well justified.

29. The Debtors submit that the lessors have sufficient assurance of the Debtors' future performance under the Leases. In particular, the Debtors have substantially performed all of their obligations under the Leases since the Petition Date and have sufficient liquidity to continue meeting such obligations. Moreover, the Debtors have determined the Leases are necessary to sustain their business operations during and upon emergence from Chapter 11.

NOTICE

30. Notice of this Motion has been given to (a) the various counterparties to the unexpired leases of nonresidential real property that are listed on the Schedules, (b) the secured creditor, through Atalaya Administrative, LLC, and its counsel of record, Brent R. McIlwain and David F. Waguespack, (c) the thirty largest unsecured creditors, the identity of which may be amended from time to time, (d) twenty (20) additional random unsecured creditors, (e) all parties

who have requested special notice pursuant to Bankruptcy Rule 2002, (f) counsel to the Unsecured Creditors' Committee, and (g) the Office of the United States Trustee. The Debtors submit that no further notice is necessary for this Court to enter an Order granting the relief requested by this Motion.

WHEREFORE, the Debtors respectfully requests an Order, (i) authorizing the Debtors to assume or assume as modified, as applicable, the Leases, (ii) authorizing the Debtors to satisfy the Cure Amounts in respect thereof, and (ii) granting the Debtors such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/ Elizabeth J. Futrell

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

Exhibit A

EXHIBIT A; PROPOSED ORDER

**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, PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE,
AUTHORIZING THE DEBTORS TO (1) ASSUME CERTAIN UNEXPIRED
LEASES OF NONRESIDENTIAL REAL PROPERTY, AND
(2) SATISFY CURE AMOUNTS IN RESPECT THEREOF**

Considering the Second Motion for an Order, Pursuant to Section 365 of the Bankruptcy Code, Authorizing the Debtors to (1) Assume Certain Unexpired Leases of Nonresidential Real

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).

Property, and (2) Satisfy Cure Amounts in Respect Thereof (the “Motion”) (Docket # ___) filed herein on March 28, 2013, by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”),² for an order to (i) assume, or assume as modified, all unexpired leases of nonresidential real property except those expressly excluded from assumption at this time (collectively, the “Leases” or individually, a “Lease”), and (ii) satisfy the proposed cure amounts for each such Lease to be assumed or assumed as modified, as applicable (the “Cure Amount”), all as more fully described in the Motion; the Court having subject matter jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and considering the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and no trustee or examiner having been appointed in these Chapter 11 cases; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the “Hearing”); and upon the record of the Hearing, and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor; and the Debtors having represented to the Court that the Motion was filed and served in conformity with the Local Rules of this Court;

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

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

IT IS FURTHER ORDERED that the consensual extensions to the Assumption Deadline³ with respect to the leases set forth on **Schedule 1** to this Order, which have been submitted to this Court for approval, are hereby approved.

IT IS FURTHER ORDERED that the Debtors are authorized to assume the Leases set forth on **Schedule 2** to this Order.

IT IS FURTHER ORDERED that the Debtors are authorized to assume the Leases set forth on **Schedule 3** to this Order.

IT IS FURTHER ORDERED that the Debtors are authorized to satisfy the Cure Amounts in the amounts set forth in **Schedule 2** and **Schedule 3** to this Order, as applicable, with respect to each such Lease.

IT IS FURTHER ORDERED that payment of the applicable Cure Amount shown on **Schedule 1**, **Schedule 2** and **Schedule 3** shall constitute the cure of all defaults arising under the applicable Lease that are required to be cured by the Debtors under section 365(b)(1)(A) of the Bankruptcy Code (after giving effect to section 365(b)(2) of the Bankruptcy Code).

IT IS FURTHER ORDERED that the Debtors shall pay the Cure Amounts, if any, to the respective Lease counterparties on **Schedule 2** and **Schedule 3** within thirty (30) days of the entry of this Order, or such other dates as the parties may otherwise agree.

IT IS FURTHER ORDERED that, except with the payment of the Cure Amounts, all parties to the Leases listed on **Schedule 1**, **Schedule 2** and **Schedule 3** are forever barred from raising or asserting against the Debtors or their estates any default or breach under, or any claim

³ Capitalized terms used but not otherwise defined in this Order shall have the meanings ascribed to such terms in the Motion.

or pecuniary loss arising under or related to, the Leases that existed prior to the date of entry of this Order.

IT IS FURTHER ORDERED that if a counterparty to a Lease that is listed on Schedule 2 or 3, as the same may be amended with notice to the counterparty, files a timely Objection (that complies with the requirements set forth above) as to the Cure Amount *only* (a “Cure Objection”), the hearing on such Cure Objection shall be heard on the ___ day of _____, 2013.

[**IT IS FURTHER ORDERED** that for those counterparties to Leases that are listed on Schedule 1, as the same may be amended with notice to the counterparty, that filed a timely Objection or Cure Objection, a hearing on such Objection or Cure Objection shall be heard at such time as the Debtors file a motion to assume such Lease.]

IT IS FURTHER ORDERED the Debtors have demonstrated adequate assurance of future performance under the Leases and have satisfied the requirements set forth in section 365(b)(1)(C) of the Bankruptcy Code.

IT IS FURTHER ORDERED that, subject to appropriate notice and opportunity to object and this Court’s approval, the Debtors retain their right to assign any of the Leases pursuant to and in accordance with the requirements of section 365 of the Bankruptcy Code.

IT IS FURTHER ORDERED that the Debtors do not waive any claims that they have against any of the counterparties to the Leases, regardless of whether such claims are related to the Leases.

IT IS FURTHER ORDERED that the terms of this Order shall be immediately effective and enforceable upon its entry.

IT IS FURTHER ORDERED that this Court shall 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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**Attorneys for Piccadilly Restaurants, LLC
Piccadilly Food Service, LLC and
Piccadilly Investments, LLC**

Second Assumption Motion

Schedule 1

LEASES WITH AN EXTENDED ASSUMPTION DEADLINE

{N2611691.1}

SECOND ASSUMPTION MOTION SCHEDULE 1

TITLE OF LEASE AND LOCATION	COUNTERPARTY NAME & ADDRESS	RENT DUE	REAL ESTATE TAXES DUE	PERSONAL PROPERTY TAXES DUE	SCHEDULE NUMBER
<p>CHATH</p> <p>2100 Hamilton Place 201 Chattanooga, TN 37421</p>	<p>Hamilton Place Mall General Partnership c/o CBL & Associates Management, Inc.</p> <p>2100 Hamilton Place Blvd. Suite 500 Chattanooga, TN 37421</p> <p>Hamilton Place Mall General Partnership c/o CBL & Associates Management, Inc. P.O. Box 74123 Cleveland, OH 44194</p>	<p>n/a</p>	<p>n/a</p>	<p>n/a</p>	<p>1</p>

SECOND ASSUMPTION MOTION SCHEDULE 1

<p>DAY</p> <p>1700 International Speedway Blvd Daytona Beach, FL 32114</p>	<p>Volusia Mall, LLC Attention: General Manager 1700 West International Speedway Blvd Daytona Beach, FL 32114</p> <p>Volusia Mall, LLC c/o CBL & Associates Management, Inc. 2030 Hamilton Place Blvd Suite 500-CBL Center Chattanooga, TN 37421</p> <p>New York Life Insurance Company c/o New York Life Investment Management LLC Attention Real Estate Group 51 Madison Avenue New York, New York 10010</p>	<p>n/a</p>	<p>n/a</p>	<p>\$2,158.14</p>	<p>1</p>
<p>FTLHW</p> <p>4500 Hollywood Blvd Hollywood, FL 33021</p>	<p>Jasue, LLC c/o Kin Properties, Inc. 185 NW Spanish River Blvd Suite 100 Boca Raton, FL 33431</p>	<p>\$9,085.08</p>	<p>\$61,923.66</p>	<p>\$2,278.60</p>	<p>1</p>

Second Assumption Motion

Schedule 2

LEASES TO BE ASSUMED

{N2611691.1}

SECOND ASSUMPTION MOTION SCHEDULE 2

TITLE OF LEASE AND LOCATION	COUNTERPARTY NAME & ADDRESS	RENT DUE	REAL ESTATE TAXES DUE	PERSONAL PROPERTY TAXES DUE	SCHEDULE NUMBER
HV2 2801 Memorial Pkwy Huntsville, AL 35801	Parkway Place SPE, LLC 2801 Parkway South Huntsville, AL 35801 Parkway Place SPE, LLC c/o CBL & Associate Management, Inc. Attn: President 2030 Hamilton Boulevard CBL Center- Suite 500 Chattanooga, TN 37421 Colonial Properties Trust Attn: Legal Department 2102 Sixth Avenue North Suite 750 Birmingham, AL 35203 Additional Notice Address: P.O. Box 74664 Cleveland, OH 44194	\$19,885.37	n/a	\$3,152.88	2
NORMC 530 North Military Highway Norfolk, VA 23502	Thor Gallery at Military Circle c/o Thor Equities, LLC 25 West 39th Street 11th Floor New York, NY 10018 Additional Address	\$5,488.52	n/a	\$6,015.89	

SECOND ASSUMPTION MOTION SCHEDULE 2

<p>RICHC 76 Southpark Circle Colonial Heights, VA 23834</p>	<p>South Park Mall, LLC c/o CBL & Associates Management, Inc. 2100 Hamilton Place Blvd. Suite 500 Chattanooga, TN 37421 Hamilton Place Mall General Partnership c/o CBL & Associates Management, Inc. P.O. Box 74123 Cleveland, OH 44194</p>	<p>\$15,918.60</p>	<p>n/a</p>	<p>\$2,486.65</p>	<p>2</p>
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Second Assumption Motion

Schedule 3

LEASES TO BE ASSUMED, AS MODIFIED AFTER THE PETITION DATE

{N2611691.1}

SECOND ASSUMPTION MOTION SCHEDULE 3

TITLE OF LEASE AND LOCATION	COUNTERPARTY NAME & ADDRESS	RENT DUE	REAL ESTATE TAXES DUE	PERSONAL PROPERTY TAXES DUE	SCHEDULE NUMBER
GB 2841 Greenbriar Parkway SW Atlanta, GA 30331	KDI Atlanta Mall, LLC c/o Hendon Properties, LLC Two Live Oak Center 3445 Peachtree Road NE Suite 465 Atlanta, GA 30326 Hartman, Simons, Spielman & Wood, LLP Attn: Robert Simons, Esq. 6400 Powers Ferry Road NW Suite 400 Atlanta, GA 30339 Additional Notice Address: P.O. Box 935135 Atlanta, GA 31193	\$8,263.79	None (Debtors' amount) Other: Cure Amount concerning whether and to what extent Debtor owes water bills.	\$2,341.69	3
JM 350 W. Woodrow Wilson Ave Jackson, MS 39213	Jackson Medical Mall Foundation, Inc. P.O. Box 11508 Jackson, MS 39205	\$13,826.61	n/a	\$6,189.40	3
MPS 5272 Mt. Moriah View Rd Memphis, TN 38115	Michele Lunati Wall c/o Southern Properties & Entertainment USA 763 Brookhaven Circle Memphis, TN 38117	n/a	n/a	\$3,694.06	3