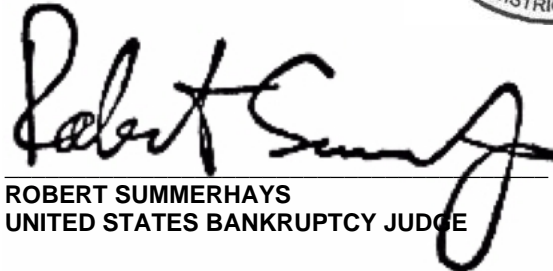




SO ORDERED.

SIGNED March 28, 2013.

  
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)<sup>1</sup>  
\*  
\* CHAPTER 11  
\*  
\* JUDGE ROBERT SUMMERHAYS

ORDER APPROVING STIPULATION BY AND BETWEEN PICCADILLY  
RESTAURANTS, LLC AND OGLETHORPE MALL LLC,  
EXTENDING THE SECTION 365(d)(4) DEADLINE

Upon consideration of the *Stipulation by and between Piccadilly Restaurants, LLC and Oglethorpe Mall LLC., Extending the Section 365(d)(4) Deadline* (the "Stipulation"), a copy of which is attached hereto as **Exhibit 1**; and upon the *Motion for an Order, Pursuant to Section*

<sup>1</sup> 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).

*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) filed herein on March 4, 2013, by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”),<sup>2</sup> and upon the record of these chapter 11 cases and due deliberation thereon, and good and sufficient cause appearing therefor,

**IT IS ORDERED** that the Stipulation is approved; and

**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**

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

# **Exhibit 1**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION**

**IN RE:**

**PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,**

**DEBTORS**

\* CASE NO. 12-51127  
\*  
\* (JOINT ADMINISTRATION)<sup>1</sup>  
\*  
\* CHAPTER 11  
\*  
\* JUDGE ROBERT SUMMERHAYS

**STIPULATION BY AND BETWEEN PICCADILLY  
RESTAURANTS, LLC, AND OGLETHORPE MALL LLC,  
EXTENDING THE SECTION 365(D)(4) DEADLINE**

Piccadilly Restaurants, LLC, a Delaware limited liability company (the "Tenant"), one of the above captioned title 11 debtors and debtors-in-possession, and Oglethorpe Mall LLC (the "Landlord" and, together with the Tenant, the "Parties"), pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the "Bankruptcy Code") hereby stipulate (the "Stipulation"), as follows:

**RECITALS**

**WHEREAS**, on September 11, 2012 (the "Petition Date"), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Code for the Western District of Louisiana, Lafayette Division (the "Bankruptcy Court");

**WHEREAS**, the Debtors continue to operate their businesses and manage their properties as debtors-in-possession as authorized by sections 1102(a) and 1108 of the

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<sup>1</sup> 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).

Bankruptcy Code;

**WHEREAS**, the Tenant and Landlord are parties to that certain lease of nonresidential real property, as the same may have been amended from time to time, covering certain property located at 7804 Abercom Street, Savannah, GA 31406 (the "Lease");

**WHEREAS**, the initial 120-day deadline (the "Assumption Deadline") for the Debtors to assume or reject the Lease was extended by 90-days, or to April 9, 2014 (the "Current Deadline"), by Order of the Bankruptcy Court entered on December 19, 2012 (Docket #416), which order granted the Debtors' *Motion for an Order Extending Time to Assume or Reject Unexpired Nonresidential Leases of Real Property* (Docket #305).

**WHEREAS**, section 365(4)(B)(ii) of the Bankruptcy Code provides that if the Bankruptcy Court grants an initial 90-day extension of the Assumption Deadline, the Bankruptcy Court may grant a subsequent extension only upon the prior written consent of the lessor; and

**WHEREAS**, the Parties have agreed to extend the Current Deadline pursuant to the terms of this Stipulation;

**NOW THEREFORE**, the Parties hereby stipulate and agree, pursuant to section 365(d)(4) of the Bankruptcy Code, as follows:

1. Upon the entry of an order approving this Stipulation, the Current Deadline for the Lease shall be extended through and including the earlier of (a) confirmation of any chapter 11 plan, and (b) May 15, 2013, on the terms and conditions set forth herein and without prejudice to the Parties' right to agree (in writing) to and request a further extension of such deadline.

2. Nothing contained in this Stipulation shall be construed to provide written consent for any extension beyond that set forth herein, and any further extension of the time to assume or reject the Lease will require separate written consent by the Landlord.

3. Nothing contained in this Stipulation shall be construed as an agreement by the Parties to assume or assume and assign the Lease, and, other than as set forth herein, the Parties do not waive any of their rights under section 365 of the Bankruptcy Code, including, but not limited to, timely payment of all post-petition Lease rent and charges as required by section 365(d)(3) of the Bankruptcy Code.

4. This Stipulation is intended by the Parties to be binding upon their successors, agents, and assigns, including bankruptcy trustees and estate representatives, and any parent, subsidiary and affiliated entity of each Party.

5. This Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same document.

6. This Stipulation shall be governed by and construed in accordance with the laws of the State of Louisiana without reference to conflicts of laws rules, and the Parties consent to the exclusive jurisdiction of the Bankruptcy Court for all matters concerning this Stipulation, to the fullest extent the Bankruptcy Court has jurisdiction under 28 U.S.C. §1334.

7. This Stipulation is subject to Bankruptcy Court approval.

8. The Bankruptcy Court shall retain jurisdiction to interpret, enforce, and resolve any disputes arising under or related to this Stipulation. Any motion or application brought before the Bankruptcy Court to resolve any dispute arising under or related to this Stipulation shall be brought on proper notice in accordance with the relevant Bankruptcy Rules and the Local Rules of the Bankruptcy Court.

9. This Stipulation shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede any previous negotiations, commitments, writings, orders, or judgments with respect to such subject matter and not provision of this


Stipulation may be changed except by a written instrument executed by the Parties.

10. The person who executes this Stipulation on behalf of each respective Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation on behalf of such Party.

11. It is acknowledged that each Party has participated in and jointly consented to the drafting of this Stipulation and that any claimed ambiguity shall not be construed for or against either Party on account of such drafting.

**AGREED AN ACCEPTED:**


**OGLETHORPE MALL LLC (Landlord)**

BY:   
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Attorneys for Landlord

**AGREED AN ACCEPTED:**

**PICCADILLY RESTAURANTS, LLC (Tenant)**

BY:   
NAME: Thomas F. Sandeman  
ITS: Chief Executive Officer  
DATE: March 26, 2013