

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

**NOTICE OF HEARING ON THIRD 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 (Docket #733)**

PLEASE TAKE NOTICE that, on April 19, 2013, the debtors and debtors-in-possession in the above-captioned matters (collectively the “Debtors”),² filed *Debtors’ Third 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 (the “Motion”)* (Docket #733). A copy of the Motion is attached to this Notice, and may be obtained free of charge on the following website: <http://www.bmcgroup.com/piccadilly>. Unless otherwise stated herein, capitalized terms used in this Notice shall have the meanings ascribed to them in the Motion.

PLEASE TAKE FURTHER NOTICE that a hearing will be held on the Motion on the **14th day of May, at 10 o’clock a.m., Central Standard Time**, or as soon thereafter as counsel may be heard (the “Hearing Date”), in the United States Bankruptcy Court for the Western District of Louisiana, Lafayette Division, 214 Jefferson Street, Suite 100, Lafayette, Louisiana 70501-7050.

PLEASE TAKE FURTHER NOTICE that if any lessor objects to the relief sought in the Motion, including but not limited to the proposed Cure Amount that is proposed in the Motion (as defined in the Motion), the lessor must file an objection (an “Objection”) no later than seven (7) days before the Hearing (the “Objection Deadline”). An Objection must: (i) be made in writing; (ii) 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; (iii) 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.

PLEASE TAKE FURTHER NOTICE that if no Objection is timely received with respect to a Lease (as defined in the Motion), or if a timely Objection is received but does not comply with the

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 are Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC.

foregoing requirements, the Debtors further request as follows: (i) the Debtors be authorized to assume such Lease (as defined in the Motion) effective May 14, 2013; (ii) the Cure Amount be fixed at the amount set forth on Schedule 1, 2 or 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 Debtors' proposed Cure Amount, if any, to the lessor within 30 days of entry of an Order authorizing the assumption of such Lease, as listed on Schedule 1, Schedule 2 or Schedule 3, as the same may be amended with notice to the counterparty, or such other date as the parties may otherwise agree. Schedule 1, Schedule 2 or Schedule 3 are attached as exhibits to the proposed Order to the Motion. The proposed Order is attached as Exhibit A to the Motion.

PLEASE TAKE FURTHER NOTICE that each counterparty to a Lease (as defined in the Motion) 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, as the same may be amended with notice to the counterparty.

PLEASE TAKE FURTHER NOTICE that if a counterparty to a Lease that is listed on Schedule 1, as the same may be amended with notice to the counterparty, files a timely Objection or Cure Objection, 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.

PLEASE TAKE FURTHER NOTICE that, in the Motion, the Debtors expressly reserve the right to remove or add any of the Leases from Schedule 1, Schedule 2 or Schedule 3, provided the Debtors give five (5) days' notice prior to the hearing on the Motion to the counterparty affected by such an amendment.

PLEASE TAKE FURTHER NOTICE that, for the complete relief sought in the Motion and proposed Order, you should consult the Motion and the proposed Order.

/s/Elizabeth J. Futrell

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