



SO ORDERED.

SIGNED May 20, 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)¹
*
* CHAPTER 11
*
* JUDGE ROBERT SUMMERHAYS

AGREED ORDER, PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE, AUTHORIZING THE DEBTORS TO (1) ASSUME THE PALM SPRINGS LEASE AND THE OGLETHORPE LEASE, EACH OF WHICH ARE UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY, AND (2) SATISFY CURE AMOUNTS IN RESPECT THEREOF

Considering the Third 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 of Thereof (the “Motion”) (Docket #733) filed herein on April 19, 2013, by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”),² for an order (among other things) to (i) assume that certain lease, as it may have been amended and supplemented from time to time before the commencement of these bankruptcy cases, by and between Piccadilly Restaurants and Palm Springs Miles Associates, Ltd., and covering a cafeteria located in Hialeah, Florida (the “Palm Springs Lease”), all as more fully described on **Exhibit A** to this Order, (ii) assume that certain lease, as it may have been amended and supplemented from time to time before the commencement of these bankruptcy cases, by and between Piccadilly Restaurants and Oglethorpe Mall, LLC, covering a cafeteria located in Savannah, Georgia (the “Oglethorpe Lease”), all as more fully described on **Exhibit A** to this Order, and (iii) satisfy (among other things) the cure amount owed with respect to the Palm Springs Lease and cover amount owed with respect to the Oglethorpe Lease, among others (the “Cure Amount”), a dispute having existed as to the amount of reasonable attorneys’ owed as to each of the Palm Springs Lease and the Oglethorpe Lease, which the parties have herein resolved; 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 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

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

and creditors, and all parties in interest, and that the legal and factual basis 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**, as modified herein.

IT IS FURTHER ORDERED that the Debtors are authorized to assume each of the Palm Springs Lease and the Oglethorpe Lease set forth on **Exhibit A** to this Order, effective as of May 14, 2013.

IT IS FURTHER ORDERED that the Debtors are authorized to satisfy the Cure Amounts in the amounts set forth in **Exhibit A** to this Order, as applicable, with respect to each of the Palm Springs Lease and the Oglethorpe Lease.

IT IS FURTHER ORDERED that payment of the applicable Cure Amounts shown on **Exhibit A** 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 Palm Springs Lease and the Oglethorpe Lease on **Exhibit A** within twenty (20) days of the entry of this Order, or such other dates as the parties may otherwise agree.

IT IS FURTHER ORDERED that, with the exception of (i) the payment of the Cure Amount(s) for the Palm Springs Lease listed on **Exhibit A**, (ii) any accrued but unbilled claims for 2013 year end or percentage rent adjustments, if any, or (iii) claims for indemnification, defense or insurance of claims about which the landlord had no actual knowledge as of May 14,

2013, all parties to the Palm Springs Lease listed **Exhibit A** are forever barred from raising or asserting against the Debtors or their estates any default or breach under, or any claim or pecuniary loss arising under or related to, the Palm Springs Lease that existed prior to the date of entry of this Order.

IT IS FURTHER ORDERED that, with the exception of (i) the payment of the Cure Amount(s) for the Oglethorpe Lease listed on **Exhibit A**, (ii) any accrued but unbilled claims for 2013 year end or percentage rent adjustments, if any, or (iii) claims for indemnification, defense or insurance of claims about which the landlord had no actual knowledge as of May 14, 2013, all parties to the Oglethorpe Lease listed on **Exhibit A** are forever barred from raising or asserting against the Debtors or their estates any default or breach under, or any claim or pecuniary loss arising under or related to, the Oglethorpe Lease that existed prior to the date of entry of this Order.

IT IS FURTHER ORDERED the Debtors have demonstrated adequate assurance of future performance under the Palm Springs Lease and the Oglethorpe Lease 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 Palm Springs Lease and the Oglethorpe Lease 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 Palm Springs Lease and the Oglethorpe Lease, regardless of whether such claims are related to the Palm Springs Lease and the Oglethorpe Lease.

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 Palm Springs Miles Associates, LTD,
and Oglethorpe Mall LLC's**

Exhibit A

EXHIBIT A

TITLE OF LEASE AND LOCATION	COUNTERPARTY NAME & ADDRESS	RENT DUE	REAL ESTATE TAXES DUE	PERSONAL PROPERTY TAXES DUE	ATTORNEY'S FEES
MIARR 403 W. 49th Street Hialeah, FL 33012	Palm Springs Miles Associates, Ltd 419 West 49 Street Suite 300 Hialeah, FL 33012	n/a	n/a	n/a	Agreed amount
SAVOM 7804 Abercorn Street Savannah, GA 31406	Oglethorpe Mall LLC c/o Oglethorpe Mall, LLC Attn: Law/Lease Administration Department 101 N. Wacker Dr. Chicago, IL 60606	\$15,215.62	n/a	n/a	Agreed amount