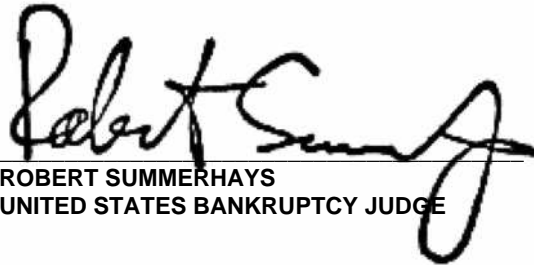


SO ORDERED.

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

ORDER AUTHORIZING THE DEBTORS TO (1) EXECUTE AN AMENDMENT OF AN UNEXPIRED LEASE OF NONRESIDENTIAL REAL PROPERTY COVERING A CAFETERIA LOCATED IN BILOXI, MISSISSIPPI, PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE, (2) ASSUME THE BILOXI LEASE, AS AMENDED, (3) SATISFY THE CURE AMOUNT IN RESPECT THEREOF, AND (4) SATISFY THE LANDLORD'S CLAIM PURSUANT TO BANKRUPTCY RULE 9019

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).

Considering the Motion (the “Motion”) for an Order Authorizing the Debtors to (1) Execute an Amendment of an Unexpired Lease of Nonresidential Real Property Covering a Cafeteria Located in Biloxi, Mississippi, Pursuant to Section 363 of Title 11 of Chapter 11 of the United States Code (the “Bankruptcy Code”), (2) Assume the Biloxi Lease, as Amended, Pursuant to Section 365 of the Bankruptcy Code, (3) Satisfy the Cure Amount in Respect Thereof, and (4) Compromise the Landlord’s Claim Pursuant to Bankruptcy Rule 9019, filed herein on April 19, 2013 (Docket #735), by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”),² the Court concluding that (a) it has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334, and that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (b) sufficient notice was given to the non-debtor parties to the unexpired lease of nonresidential real property that is being rejected, and (c) sufficient cause supports the relief sought in the Motion;

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

IT IS FURTHER ORDERED that Piccadilly Restaurants, LLC be and the same is hereby authorized to enter into the Amended Biloxi Lease (as defined in the Motion) that is attached to this Order as **Exhibit A**.

IT IS FURTHER ORDERED that payment of \$19,652.65 (the “Cure Amount”) to American National Insurance Company (the “Landlord”) shall constitute the cure of all defaults arising under the Biloxi Lease, as Amended (as defined in the Motion), under section 365(b)(1)(A) of the Bankruptcy Code (after giving effect to section 365(b)(2) of the Bankruptcy Code).

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

{N2568863.3}

IT IS FURTHER ORDERED that, upon payment of the Cure Amount, proof of claim no. 392, filed on March 13, 2013, by the Landlord shall be deemed fully satisfied, without the necessity of any further order of this Court.

IT IS FURTHER ORDERED that the Debtors shall pay the Cure Amount 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 Amount, the Landlord is 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 Biloxi Lease, as Amended, 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 Biloxi Lease, as Amended, 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 the Biloxi Lease, as Amended, pursuant to and in accordance with the requirements of section 365 of the Bankruptcy Code.

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.

IT IS FURTHER ORDERED that the Debtors are authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate to implement and effectuate this Order.

IT IS FURTHER ORDERED that the Court will retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Motion or implementation of this Order.

###

This Order was prepared and is being submitted by:

R. PATRICK VANCE (#13008)
ELIZABETH J. FUTRELL (#05863)
MARK A. MINTZ (#31878)
TYLER J. RENCH (#34049)
Jones Walker LLP
201 St. Charles Avenue, 51st Floor
New Orleans, Louisiana 70170
Telephone: (504) 582-8000
Direct Facsimile: (504) 589-8194
Email: pvance@joneswalker.com
Email: efutrell@joneswalker.com
Email: mmintz@joneswalker.com
Email: trench@joneswalker.com

AND

PATRICK L. McCUNE (#31863)
Jones Walker LLP
Four United Plaza, 8555 United Plaza Blvd.
Baton Rouge, Louisiana 70809
Telephone: (225) 248-2150
Facsimile: (225) 248-3350
Email: pmccune@joneswalker.com

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

{N2568863.3}

Exhibit A

Lease Extension and Amendment No. 3

This Lease Extension and Amendment No. 3 (this "Agreement") effective as of April 8 2013 (the "Effective Date"), is made by and between:

American National Insurance Company, a Texas corporation ("Landlord"); and

Piccadilly Restaurants, LLC, a Delaware limited liability company, in its capacity as debtor and debtor-in-possession ("Tenant").

Preliminary Statements

A. Landlord and Morrison Fresh Cooking, Inc d/b/a Morrison's Fresh Cooking Original ("Original Tenant") entered into a Lease on September 16, 1996, including seventy-six (76) riders to the Lease (the "Original Lease");

B. Landlord and Piccadilly Cafeterias, Inc., a Louisiana corporation, as debtor and debtor-in-possession, successor-in-interest to Original Tenant, entered into that certain Lease Amendment Agreement on February 23, 2004 (the "First Amendment");

C. Landlord and Tenant, successor-by-assignment to Piccadilly Cafeterias, Inc., as debtor and debtor-in-possession, entered into a certain Lease Extension and Amendment No. 2 on March 11, 2008 (the "Second Amendment" and, together with the First Amendment and the Original Lease, collectively, the "Lease").

D. The Lease expired on December 31, 2011;

E. After expiration of the Lease Term, Tenant remained and remains in possession of the Leased Premises and, in accordance with Section 49 of the Lease, the tenancy under the Lease became and is a month-to-month tenancy; and

F. Landlord and Tenant now mutually desire to amend/modify the Lease under the terms and conditions set forth herein.

Agreement

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Term. Landlord and Tenant hereby extend the Lease Term for a period of two (2) years commencing on the day following the Bankruptcy Court's entry of an order approving this Agreement and extending through 11:59 p.m. on last day of the twenty-fourth (24th) full calendar month following such Bankruptcy Court approval (the "Second Extension Period"), upon the same terms and conditions as set forth in the Lease except as set forth herein. For example, for reference purposes only, if the order approving this Agreement is entered on March 16, 2013, then the Second Extension Period shall commence on March 17, 2013 and expire on March 31, 2015.

2. Substitute Rent. During the Second Extension Period, Tenant shall pay in lieu of: (i) Minimum Rent, (ii) Percentage Rent, (iii) Additional Rent (including, without limitation, payments that may be due and owing by Tenant to Landlord on account of: Operating Costs, Operating Expense Payment, Recoverable Costs, Insurance, any common area maintenance costs, Advertising and Merchants' Association, General Promotion Fund, administrative costs, and Taxes) or (iv) any other fees, costs, rents, expenses, reimbursements, or charges described in the Lease (excluding utility charges) ((i) - (iv) above collectively, the "Rental Obligations"), a monthly "Substitute Rent" equal to twelve percent (12%) of the Gross Sales for such month during the Second Extension Period for which Substitute Rent is due and payable. Tenant shall pay Substitute Rent to Landlord within twenty (20) days after the end of each month for which Substitute Rent is due and owing during the Second Extension Term. For example, the Substitute Rent payment due for June 2013 is due and owing by July 20, 2013 and the Substitute Rent payment due for July 2013 is due and owing by August 20, 2013. Provided, however, in the event Tenant ceases to continuously operate in the Demised Premises during the Second Extension Period, Tenant shall be obligated to pay to Landlord the monthly amount of Twelve Thousand and No/100 Dollars (\$12,000.00) as the amount of Substitute Rent in lieu of the amount of Substitute Rent as provided above (i.e., 12% of Gross Sales for such month during the Second Extension Period for which Substitute Rent is due and payable), which Substitute Rent amount of \$12,000.00 shall be due and payable in advance on the first (1st) day of each month during the Second Extension Period that Tenant is not open and continuously operating. At no time during the Second Extension Period shall Tenant be obligated to pay

more than the monthly amount due for the Rental Obligations. If at any time during the Second Extension Period, the amount due for Substitute Rent amount exceeds the amount due for the Rental Obligations, then Substitute Rent amount shall be limited to the amount due for the Rental Obligations for that particular payment.

3. Utility Charges. During the Second Extension Period, Tenant shall remain responsible for the payment of the utility charges supplied to the Leased Premises in accordance with Section 27 of the Lease.

4. Trade Name. "Tenant's Trade Name" under the Lease, particularly Section 1(k) of the Lease, is Morrison's Fresh Cooking. Landlord and Tenant hereby amend the Lease to delete Morrison's Fresh Cooking as Tenant's Trade Name and substitute Piccadilly Cafeterias as Tenant's Trade Name under the Lease.

5. Use. Landlord hereby acknowledges and agrees that Tenant's operation of a "Claw Crane" game located on the Leased Premises does not violate any of the terms and conditions of the Lease, particularly, Section 29 of the Lease.

6. Notices. Sections 1(h) and (i) of the Lease are hereby amended to (i) delete the names and addresses for Tenant and Landlord and to substitute the following in their place and (ii) provide a copy of any notice to Tenant to Tenant's counsel provided below:

LANDLORD:

American National Insurance Company
c/o Jim Wilson & Associates, LLC
2660 EastChase Lane, Suite 100
Montgomery, AL 36117
Telephone: 334-240-2500
Email address: None

TENANT:

Piccadilly Restaurants, LLC
3232 South Sherwood Boulevard
Baton Rouge, Louisiana 70816
Attention: Thomas J. Sandeman or Chief Executive Officer
Telephone: (225) 296-8369
Email address: tsandeman@piccadilly.com or jortis@piccadilly.com

with a duplicate copy sent, in the same manner sent to Tenant, to:

Gordon, Arata, McCollam, Duplantis & Eagan, LLC
One American Place
301 Main Street, Suite 1600
Baton Rouge, Louisiana 70801-1916
Attention: Peter A. Kopfinger, Esq.
Telephone: (225) 381-9643
Email address: pkopfinger@gordonarata.com

Notice to Peter A. Kopfinger, Esq. shall not be deemed notice to Tenant

7. Introduction and Preliminary Statements. The introduction and Preliminary Statements set forth above are acknowledged as true and correct and are incorporated herein as if set forth in full.

8. Capitalized Terms. Capitalized terms not defined herein shall have the definition given such terms in the Lease.

9. Compliance with Lease. This Agreement is in compliance with Section 63 of the Lease.

10. Lease Status. The parties acknowledge and agree that, as of the Effective Date, that to each party's actual knowledge, both parties are current on each party's respective obligations (payment or otherwise) that may be due and owing under the Lease.

11. Bankruptcy. Landlord acknowledges and understands that Tenant is a debtor and debtor-in-possession in that certain bankruptcy case pending in the United States Bankruptcy Court, Western

District of Louisiana, Lafayette Division (the "Bankruptcy Court") styled: *In re Piccadilly Restaurants, LLC, et al.*, Case No. 12-51127 (the "Bankruptcy Case"). Landlord hereby waives any potential or actual default of Tenant under any provision of the Lease, and in particular Section 47 the Lease, due to Tenant's filing of the Bankruptcy Case. This Agreement is not effective and shall not be effective unless and until the Bankruptcy Court's entry of an order approving this Agreement. If the Bankruptcy Court fails or refuses to enter an order approving this Agreement or if the Lease is rejected by Tenant in the Bankruptcy Case, regardless of whether the Bankruptcy Court entered an order approving this Agreement, then this Agreement shall be null and void and of no force or effect.

12. Proof of Claim. Upon (i) the full execution of this Agreement, and (ii) the Bankruptcy Court's entry of an order approving this Agreement, unless this Agreement has been voided as provided for in Paragraph 11 above, Landlord hereby agrees to file an amended proof of claim in the Bankruptcy Case, amending Landlord's claim in the Bankruptcy Case to the postpetition amount alleged to be due and owing by Tenant to Landlord.

13. No Assumption. Landlord and Tenant hereby acknowledge and agree that notwithstanding anything contained in this Agreement, the entering into and full execution of this Agreement by Landlord and Tenant, under its terms, provisions and conditions, shall not (i) be deemed as an express or implied assumption of the Lease under Title 11 of the United States Code, as amended from time to time, or otherwise, or (ii) result in an assumption of the Lease under Title 11 of the United States Code, as amended from time to time, or otherwise.

14. Entire Agreement and Effect. This Agreement sets for the entire agreement between the parties with respect to the subject matter of this Agreement. Except as amended and/or modified by this Agreement, the terms and conditions of the Lease shall remain in full force and effect. The Lease, as amended and/or modified herein, shall constitute the full, true, complete and correct agreement and understanding between the parties. In the event of a conflict between the terms and/or conditions of this Agreement and the terms and/or conditions of the Lease, the terms and/or conditions of this Agreement shall control.

15. Successors, Transferees and Assigns. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and assigns.

16. Opportunity to Consult Counsel. The parties to this Agreement have had the opportunity to consult with counsel of their choice prior to executing this Agreement and have done so.

17. Modifications. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of the parties in the same manner as this Agreement is executed, and specifically referencing such a modification or amendment.

18. Attorneys' Fees. If either party begins an action against the other arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of suit, as awarded by a court of competent jurisdiction.

19. Governing Authority. Each party to this Agreement represents and warrants that it has taken all corporate, partnership or other action necessary to execute and deliver this Agreement, and that this Agreement constitutes the legally binding obligation of each party enforceable in accordance with its terms. Each party to this Agreement shall hold the other party harmless from any claims, or damages including reasonable attorney's fees arising from a party's misrepresentation of its authority to enter into and execute this Agreement.

20. No Other Inducement. No promise, representation, statement, or conduct by the parties hereto, or by any person acting on behalf of the parties hereto, other than the express provisions in this Agreement, has influenced any of the parties to enter into this Agreement.

21. No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement. No provision of this Agreement is intended or shall be construed to confer upon or to give any person other than the parties to this Agreement, any rights, basis for reliance, or remedies under or by reason of this Agreement, or to create a cause of action for enforcement thereof.

22. Governing Law. This Agreement shall be governed by the laws of the State of Mississippi for all purposes, including its interpretation and enforcement.

23. Severability. In case any one or more of the provisions contained in this Agreement will or any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall (i) be reformed to the minimum extent necessary to cause such provision to be valid, legal and enforceable while preserving the intent of the parties as expressed in, and the benefits to the parties provided by, this

Agreement; or (ii) if such provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made so as to give effect to the intent so expressed and the benefits so provided. Such holding, reformation or severance shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

[End of Text]

SIGNED in the presence of the undersigned competent witnesses on the dates set below our names.

WITNESSES

Phelma L. Gates
Chelsea R. Gates
(Print Name)

Corina Mayfield
Corina Mayfield
(Print Name)

LANDLORD

American National Insurance Company,
a Texas corporation

ap
SK

By: [Signature], duly authorized
Its: Robert J. Kirchner
Vice President

Date: 4/3/13

TENANT

Piccadilly Restaurants, LLC,
a Delaware limited liability company
(in the capacity as debtor and debtor-in-possession)

[Signature]
JAMES K. DETMERS
(Print Name)

By: [Signature], duly authorized
Its: CEO

Date: 4/8/13

Chris Chaney
Chris Chaney
(Print Name)

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 3
Total Noticed: 2

Date Rcvd: May 21, 2013

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 23, 2013.

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

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

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

TOTALS: 1, * 0, ## 0

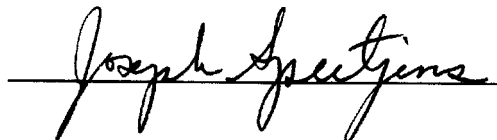
Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

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: May 23, 2013

Signature: _____



The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 21, 2013 at the address(es) listed below:

Albert J. Derbes, IV on behalf of Creditor Committee Official Committee of Unsecured Creditors ajdiv@derbeslaw.com

Alison D. Bauer on behalf of Creditor Peter Mayer Advertising, Inc. abauer@torys.com

Andrew D. Mendez on behalf of Creditor Peter Mayer Advertising, Inc. amendez@stonepigman.com

Brent R. McIlwain on behalf of Defendant Atalaya Special Opportunities Fund IV, L.P. (Tranche B) bmcilwain@pattonboggs.com, rwjones@pattonboggs.com;bsmith@pattonboggs.com

Brent R. McIlwain on behalf of Defendant Atalaya Funding II, LLP bmcilwain@pattonboggs.com, rwjones@pattonboggs.com;bsmith@pattonboggs.com

Brent R. McIlwain on behalf of Defendant Atalaya Cayman Special Opportunities Fund (Cayman) IV, LP (Tranche B) bmcilwain@pattonboggs.com, rwjones@pattonboggs.com;bsmith@pattonboggs.com

Brent R. McIlwain on behalf of Defendant Atalaya Administrative, LLC bmcilwain@pattonboggs.com, rwjones@pattonboggs.com;bsmith@pattonboggs.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 L. Pollack on behalf of Interested Party Brixmor Property Group, Inc. pollack@ballardspahr.com

David L. Pollack on behalf of Interested Party Aronov Realty Management pollack@ballardspahr.com

David Patrick Keating on behalf of Creditor Rouse Properties, Inc. rick@thekeatingfirm.com, shannon@thekeatingfirm.com

David Patrick Keating on behalf of Creditor GGP, Inc. rick@thekeatingfirm.com, shannon@thekeatingfirm.com

David Patrick Keating on behalf of Creditor Palm Springs Mile Associates, Ltd. rick@thekeatingfirm.com, shannon@thekeatingfirm.com

Douglas S. Draper on behalf of Interested Party CB Agency Services, LLC ddraper@hellerdraper.com

Douglas S. Draper on behalf of Interested Party CB Investments, LLC ddraper@hellerdraper.com

Elizabeth J. Futrell on behalf of Debtor Piccadilly Restaurants, LLC efutrell@joneswalker.com, jmagallanes@joneswalker.com;sliberio@joneswalker.com

Elizabeth J. Futrell on behalf of Debtor Piccadilly Food Service, LLC efutrell@joneswalker.com, jmagallanes@joneswalker.com;sliberio@joneswalker.com

Frederick L. Bunol on behalf of Creditor Committee Official Unsecured Creditors Committee fbunol@derbeslaw.com, dharvey@derbeslaw.com

Gail Bowen McCulloch on behalf of U.S. Trustee Office of U. S. Trustee gail.mcculloch@usdoj.gov

J. David Forsyth on behalf of Creditor Delmont Village Associates LLC jdf@sessions-law.com

J. David Forsyth on behalf of Interested Party Brixmor Property Group, Inc. jdf@sessions-law.com

J. David Forsyth on behalf of Interested Party Aronov Realty Management jdf@sessions-law.com

Jason M. Cerise on behalf of Creditor Crescent Business Machines jcerise@lockelord.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

Lawrence Bradley Hancock on behalf of Creditor Committee Official Committee of Unsecured Creditors hancockb@gtlaw.com

Leo D. Congeni on behalf of Creditor Trademasters, Inc. leocongeni@bellsouth.net, officeofeturner@bellsouth.net

Louis M. Phillips on behalf of Debtor Piccadilly Investments, LLC lphillips@gordonarata.com, pbartholomew@gordonarata.com;jalcantara@gordonarata.com;espurgeon@gordonarata.com

Louis M. Phillips on behalf of Debtor Piccadilly Food Service, LLC lphillips@gordonarata.com, pbartholomew@gordonarata.com;jalcantara@gordonarata.com;espurgeon@gordonarata.com

Mark A. Mintz on behalf of Debtor Piccadilly Investments, LLC mmintz@joneswalker.com, mmcadory@joneswalker.com;sliberio@joneswalker.com

Mark A. Mintz on behalf of Interested Party Piccadilly Food Service, LLC mmintz@joneswalker.com, mmcadory@joneswalker.com;sliberio@joneswalker.com

Mark A. Mintz on behalf of Interested Party Piccadilly Investments, LLC mmintz@joneswalker.com, mmcadory@joneswalker.com;sliberio@joneswalker.com

Mark A. Mintz on behalf of Debtor Piccadilly Restaurants, LLC mmintz@joneswalker.com, mmcadory@joneswalker.com;sliberio@joneswalker.com

Mark A. Mintz on behalf of Interested Party Piccadilly Restaurants, LLC mmintz@joneswalker.com, mmcadory@joneswalker.com;sliberio@joneswalker.com

Mark A. Mintz on behalf of Debtor Piccadilly Food Service, LLC mmintz@joneswalker.com, mmcadory@joneswalker.com;sliberio@joneswalker.com

Office of U. S. Trustee USTPRegion05.SH.ECF@usdoj.gov

Patrick L. McCune on behalf of Debtor Piccadilly Restaurants, LLC pmccune@joneswalker.com

Paul M. Lavelle on behalf of Creditor MSCI 2005-IQ-10 CORTANA MALL, LLC plavelle@winstead.com, slavelle@winstead.com;ecolumbus@winstead.com;whsu@winstead.com

Paul N. Debailon on behalf of Creditor Southern Commercial Buildings, LLC pauld@debailonmiley.com

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Peter A. Kopfinger on behalf of Debtor Piccadilly Food Service, LLC PKopfinger@gordonarata.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
Robert L. LeHane on behalf of Creditor Palm Springs Mile Associates, Ltd.
kdwbankruptcydepartment@kelleydrye.com
Robert L. LeHane on behalf of Creditor Rouse Properties, Inc.
kdwbankruptcydepartment@kelleydrye.com
Ronald Mark Tucker on behalf of Creditor Simon Property Group, Inc. rtucker@simon.com
Ryan James Richmond on behalf of Debtor Piccadilly Investments, LLC
pbartholomew@gordonarata.com, jalcantara@gordonarata.com/ryan.richmond.cmecf@gmail.com
Ryan James Richmond on behalf of Debtor Piccadilly Food Service, LLC
pbartholomew@gordonarata.com, jalcantara@gordonarata.com/ryan.richmond.cmecf@gmail.com
Shari L. Heyen on behalf of Creditor Committee Official Unsecured Creditors Committee
heyens@gtlaw.com, kurzweild@gtlaw.com/hartle@gtlaw.com/eastlaked@gtlaw.com
Shari L. Heyen on behalf of Plaintiff Official Committee of Unsecured Creditors
heyens@gtlaw.com, kurzweild@gtlaw.com/hartle@gtlaw.com/eastlaked@gtlaw.com
Shari L. Heyen on behalf of Creditor Committee Official Committee of Unsecured Creditors
heyens@gtlaw.com, kurzweild@gtlaw.com/hartle@gtlaw.com/eastlaked@gtlaw.com
Shari L. Heyen on behalf of Attorney Greenberg Traurig, LLP heyens@gtlaw.com,
kurzweild@gtlaw.com/hartle@gtlaw.com/eastlaked@gtlaw.com
Stephen D. Wheelis on behalf of Creditor City of Alexandria, Louisiana
steve@wheelis-rozanski.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
steve.rosenblatt@butlersnow.com
Tristan E. Manthey on behalf of Interested Party California Management Association, LLC
tmanthey@hellerdraper.com,
kfritscher@hellerdraper.com;cnobles@hellerdraper.com;awientjes@hellerdraper.com
Tristan E. Manthey on behalf of Interested Party Yucaipa Corporate Initiatives Fund I, L.P.
tmanthey@hellerdraper.com,
kfritscher@hellerdraper.com;cnobles@hellerdraper.com;awientjes@hellerdraper.com
Tristan E. Manthey on behalf of Interested Party CB Investments, LLC
tmanthey@hellerdraper.com,
kfritscher@hellerdraper.com;cnobles@hellerdraper.com;awientjes@hellerdraper.com
Tristan E. Manthey on behalf of Interested Party CB Agency Services, LLC
tmanthey@hellerdraper.com,
kfritscher@hellerdraper.com;cnobles@hellerdraper.com;awientjes@hellerdraper.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 A. Frazell on behalf of Creditor Texas Comptroller of Public Accounts
bk-bfrazell@texasattorneygeneral.gov
William F. McCormick on behalf of Creditor Tennessee Department of Revenue agbankcal@ag.tn.gov
William H. Patrick, III on behalf of Interested Party CB Investments, LLC
wpatrick@hellerdraper.com, lwright@hellerdraper.com
William H. Patrick, III on behalf of Interested Party CB Agency Services, LLC
wpatrick@hellerdraper.com, lwright@hellerdraper.com

TOTAL: 69