



SO ORDERED.

SIGNED June 14, 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 (I) ENTER INTO REINSTATEMENT AND AMENDMENT OF PURCHASE AND SALE AGREEMENT RELATED TO CERTAIN ENCUMBERED REAL PROPERTY THAT IS LOCATED IN TAMARAC, FLORIDA, AND (II) TO SELL THAT PROPERTY FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, PURSUANT TO SECTION 363(f) AND (m) OF THE BANKRUPTCY CODE

Considering the Motion (i) for Authority to Enter Into Reinstatement and Amendment of Purchase and Sale Agreement, dated as of May 16, 2013, *Nunc Pro Tunc* to the execution date, which reinstates and amends that certain Purchase and Sale Agreement, dated January 31, 2013,

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).

{N2644680.1}

related to certain encumbered real property bearing municipal address of 7200 N. University Drive, Tamarac, Florida 33321 (the “Property”), and (ii) to sell that Property free and clear of liens, claims, encumbrances and interests, pursuant to section 363(f) and (m) of the Bankruptcy Code (the “Second Tamarac Motion”) (Docket #810), filed on May 16, 2013, by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”),² good cause having been shown for the entry of an Order granting the Second Tamarac Motion; the Debtors having represented to the Court that the Second Tamarac Motion was filed and served in conformity with the Local Rules of this Court, that no pleading or response having been filed in opposition thereto, and that the relief to be granted in this Order is consistent with the relief pled for in the Second Tamarac Motion;

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

IT IS FURTHER ORDERED that Piccadilly Restaurants, LLC (“Restaurants”) is hereby authorized to execute the Reinstatement and Amendment of Purchase and Sale Agreement, dated as of May 16, 2013 (the “Reinstated and Amended PSA”), by and between Restaurants and Master Development, Inc., a Florida corporation (the “Purchaser”), *Nunc Pro Tunc* to the execution date.

IT IS FURTHER ORDERED that Restaurants is hereby authorized to sell to the Purchaser the property bearing 7200 N. University Drive, Tamarac, Florida 33321, together with all buildings, structures, improvements, fixtures, appurtenances, rights, ways, and privileges, belonging or appertaining thereto, as more fully described on Exhibit A (collectively, the “Property”) to that certain Purchase and Sale Agreement, dated January 31, 2013, by and between Restaurants and the Purchaser (the “PSA”), with such sale being free and clear of all

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

liens, claims, encumbrances, and interests, pursuant to section 363(f) of the Bankruptcy Code, including but not limited to being free and clear of the following liens and encumbrances:

(a) That certain First Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated as of May 10, 2004, by Restaurants, as borrower, in favor Wells Fargo Foothill, Inc., as administrative agent for the lenders, recorded in Broward County, Florida, on May 27, 2004, at Instrument No. 104035325, at Book 37553, Pages 113-137, and covering the Property;

(b) That certain Second Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated May 10, 2004, by Restaurants, as borrower, in favor Wells Fargo Foothill, Inc., as administrative agent for the lenders, recorded in Broward County, Florida, on May 2, 2004, at Document No. 104035326, at Book 37553, Pages 138-162, and covering the Property;

(c) That certain Assignment of First Mortgage, Assignment of Rents, Security Agreement and Fixture, dated May 8, 2012, by Wells Fargo Capital Finance, Inc. (formerly known as Wells Fargo Foothill, Inc.), as assignor, recorded in Broward County, Florida, on May 24, 2012, at Document No. 110777689, at Book 49776, Page 1909-1912, and covering the Property;

(d) That certain Assignment of Second Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated August 16, 2012, by Wells Fargo Capital Finance, Inc. (formerly known as Wells Fargo Foothill, Inc.), as assignor, recorded in Broward County, Florida, on August 22, 2012, at Document No. 110956915, at Book 49016, Page 1909-980, and covering the Property;

- (e) That certain Financing Statement in favor of Wells Fargo Foothill, Inc., as Agent, recorded at Delaware Department of State on April 29, 2004, Filing No. 4120501;
- (f) That certain Financing Statement (Continuation) filed by Wells Fargo Foothill, Inc., as Agent, recorded at Delaware Department of State on January 6, 2009, at Amendment 2009-02-05135;
- (g) That certain Financing Statement (Amendment) filed by Wells Fargo Capital Finance, Inc., as Agent, recorded at Delaware Department of State on to reflect name change, on May 19, 2010, Amendment 2012-175362;
- (h) That certain Financing Statement (Assignment) filed by Atalaya Administrative LLC, as agent for itself and the other lenders, recorded at Delaware Department of State on May 3, 2012, at Filing No. 20121728346; and
- (i) That certain Financing Statement (Assignment) filed by Atalaya Administrative LLC, as agent for itself and the other lenders, recorded at Delaware Department of State on May 3, 2012, at Filing No. 2012178353.

IT IS FURTHER ORDERED that Restaurants is authorized to execute the Special Warranty Deed in favor of the Purchaser in a form that is substantially similar to Exhibit D to the PSA.

IT IS FURTHER ORDERED that Restaurants is further authorized to execute any other pre-closing or post-closing deliverables contemplated by the PSA and the Reinstated and Amended PSA (collectively, the “PSA, as Amended”).

IT IS FURTHER ORDERED that Restaurants is hereby authorized to pay the net proceeds from the sale of the Property to satisfy the DIP Obligations, as defined in the Final DIP

Stipulation,³ pursuant to Section 3.06 of the Final DIP Stipulation. If any proceeds remain thereafter, Restaurants is authorized to pay that amount to Atalaya Administrative LLC, as agent, to reduce the amount owed on the Debtors' pre-petition obligations to its pre-petition secured lenders, Atalaya Funding II, LP, Atalaya Special Opportunities Fund IV LP, and Atalaya Special Opportunities Fund (Cayman IV LP). All sale proceeds shall be **net of** (i) real property taxes and other customary closing costs and expenses, and (ii) the reasonable legal fees and expenses payable to Restaurants' Florida counsel, the law firm of Preston O. Cockey, Jr. of Preston O. Cockey, Jr., P.A., for services rendered and costs incurred in connection the negotiation of, and the transaction contemplated by, the PSA, as Amended.

IT IS FURTHER ORDERED that, in proceeding with the closing contemplated in the PSA, as Amended, the Purchaser and Restaurants are each afforded the protections contained in section 363(m) of the Bankruptcy Code, and this Court finds that the Purchaser and the Debtors are in good faith within the meaning of section 363(m) and the Bankruptcy Code.

IT IS FURTHER ORDERED that the PSA, as Amended, (i) reflects a fair and reasonable purchase price, (ii) was negotiated at arms-length and the Purchaser is not an "insider" of the Debtors, as that term is defined in § 101(31) of the Bankruptcy Code, and (iii) was negotiated in good faith.

IT IS FURTHER ORDERED that this Order shall be binding upon and shall inure to the benefit of the Debtors, the Purchaser and their respective successors and assigns, as well as any subsequently appointed Chapter 11 or Chapter 7 trustee.

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³ The Final DIP Stipulation refers to the Stipulation and Final Order (a) Authorizing Post-Petition Financing, (b) Authorizing Use of Cash Collateral, (c) Granting Superpriority Security Interests and Administrative Claims Pursuant to 11 U.S.C. § 364, (d) Granting Adequate Protection to Pre-Petition Lenders, (e) Granting Limited Relief from the Automatic Stay and (f) Granting Related Relief (Docket #391).

This Order was prepared and is being submitted by:

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