



SO ORDERED.

SIGNED June 25, 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, PURSUANT TO SECTION 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**

Considering the Fifth 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 Thereof (the “Fifth Assumption Motion”) (Docket #839) filed herein on May 24, 2013, by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”),² for an order to (i) assume, or assume as modified, the unexpired leases of nonresidential real property described in the Fifth Assumption Motion (collectively, the “Leases” or individually, a “Lease”), and (ii) satisfy the proposed cure amounts for each such Lease to be assumed or assumed as modified, as applicable (the “Cure Amount”), all as more fully described in the Fifth Assumption Motion; the Court having subject matter jurisdiction to consider the Fifth Assumption Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and considering the Fifth Assumption 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 no trustee or examiner having been appointed in these Chapter 11 cases; and due and proper notice of the Fifth Assumption Motion having been provided, and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Fifth Assumption Motion (the “Hearing”); separate Orders having been submitted with respect to (a) the payment of the Cure Amount and the assumption, as amended, of the lease with Security National Funding, LLC and (b) the payment of the Cure Amount and the assumption and payment of the Cure Amount of the lease with Mall St. Vincent, LLC; 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 Fifth Assumption Motion is in the best interests of the

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

Debtors, their estates and creditors, and all parties in interest, and that the legal and factual basis set forth in the Fifth Assumption 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 Fifth Assumption Motion was filed and served in conformity with the Local Rules of this Court;

IT IS ORDERED that the Fifth Assumption Motion is **GRANTED**, as modified herein.

IT IS FURTHER ORDERED that the consensual extension to the Assumption Deadline³ with respect to the lease set forth on **Schedule 1** to this Order, which has been submitted to this Court for approval, is hereby approved.

IT IS FURTHER ORDERED that the Debtors are authorized to assume the Lease set forth on **Schedule 2** to this Order, effective as of June 30, 2013.

IT IS FURTHER ORDERED that the Debtors are authorized to assume the Leases, as modified, as set forth on **Schedule 3** to this Order, effective as of June 30, 2013.

IT IS FURTHER ORDERED that the Debtors are authorized to satisfy the Cure Amounts in the amounts set forth in **Schedule 2** and **Schedule 3** to this Order, as applicable, with respect to each such Lease.

IT IS FURTHER ORDERED that payment of the applicable Cure Amount shown on **Schedule 1**, **Schedule 2** and **Schedule 3** 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).

³ Capitalized terms used but not otherwise defined in this Order shall have the meanings ascribed to such terms in the Motion.

IT IS FURTHER ORDERED that the Debtors shall pay the Cure Amounts, if any, to the respective Lease counterparties on **Schedule 2** and **Schedule 3** 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 Amounts, all parties to the Leases listed on **Schedule 1**, **Schedule 2** and **Schedule 3** 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 Leases 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 Leases 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 Leases 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 Leases, regardless of whether such claims are related to the Leases.

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

Schedule 1

LEASES WITH AN EXTENDED ASSUMPTION DEADLINE

{N2633234.1}

FIFTH ASSUMPTION ORDER SCHEDULE 1

TITLE OF LEASE AND LOCATION	COUNTERPARTY NAME & ADDRESS	RENT DUE	REAL ESTATE TAXES	PERSONAL PROPERTY TAXES DUE	OTHER
MAR 536 Cobb Parkway SE Marietta, GA 30060	Harry W. Livingston Jr. Charitable Remainder Trust #1 P.O. Box 6035 Marietta, GA 30061 Additional Notice Address: Manning Properties 26 Powder Springs St. Marietta, GA 30060	\$5,533.01	\$25,576.57 ¹	\$2,822.96	None

¹ These taxes have now been paid by the Debtors.

Schedule 2

LEASES ASSUMED

{N2633234.1}

FIFTH ASSUMPTION FINAL SCHEDULE 2

TITLE OF LEASE AND LOCATION	COUNTERPARTY NAME & ADDRESS	RENT DUE AND DISPUTES	REAL ESTATE TAXES DUE	PERSONAL PROPERTY TAXES DUE	OTHER
WH 3968 Elvis Presley Blvd Memphis, TN 38116	Finard Memphis Realty Limited Partnership c/o Finard Properties LLC Attn: Steven T. Brommer, Principal Broker 68 South Prescott Street Suite 304 Memphis, TN 38111 Additional Notice Addresses: 6410 Poplar Avenue Suite 1000 Memphis, TN 38119	\$15,119.30	None	\$5,991.34	None.

Schedule 3

LEASES ASSUMED, AS MODIFIED AFTER THE PETITION DATE

{N2633234.1}

FIFTH ASSUMPTION ORDER SCHEDULE 3

TITLE OF LEASE AND LOCATION	COUNTERPARTY NAME & ADDRESS	RENT DUE	REAL ESTATE TAXES DUE	PERSONAL PROPERTY TAXES DUE	OTHER
<p>HOUMA 6803 West Park Avenue Houma, LA 70364</p>	<p>Cascade Drive Limited Partnership c/o Stirling Properties, Inc. 109 Northpark Boulevard Suite 300 Covington, LA 70433</p>	<p>\$6,808.34</p>	<p>None</p>		<p>Any applicable indemnity obligations arising under the lease about which the Landlord or Stirling Property, Inc. had no actual knowledge as of March 22, 2013</p>
<p>JVUB 3216 S. University Blvd Jacksonville, FL 32216</p>	<p>John Carl Blow as Trustee of the Elizabeth H. Blow Irrevocable Life Insurance Trust c/o Great Oaks Management P.O. Box 376 Ponte Vedra Beach, FL 32004 John Carl Blow as Trustee of the Elizabeth H. Blow Irrevocable Life Insurance Trust 100 Santa Monica Avenue St. Augustine, FL 3208</p>	<p>None</p>	<p>None</p>	<p>\$2,302.00</p>	<p>None</p>
<p>MON 2203 Louisville Ave Monroe, LA 71201</p>	<p>Gus K. Primos, Charline Hayes Brown, Neil Hayes Faulk and Helen Hayes Norris (or their heirs, successor and/or assigns), collectively and individually c/o Maggie Lytle, Agent P.O. Box 2861 Monroe, LA 71207 Twin City Shopping Center Attn: Cajun Made Golf 2257 Louisville Ave. Monroe, LA 71201</p>	<p>\$7,825.84</p>	<p>None</p>	<p>\$5,532.69</p>	<p>None</p>