



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)<sup>1</sup>  
\*  
\* CHAPTER 11  
\*  
\* JUDGE ROBERT SUMMERHAYS

**ORDER, PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE,  
AUTHORIZING THE DEBTORS TO (1) ASSUME THAT CERTAIN UNEXPIRED  
LEASE OF NONRESIDENTIAL REAL PROPERTY WITH MALL ST. VINCENT, LLC,  
AND (2) SATISFY THE CURE AMOUNT 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*

<sup>1</sup> 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”),<sup>2</sup> for an order to (i) assume that certain various leases, including but not limited to 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, LLC (“Restaurants”) and the Mall St. Vincent, LLC, and covering a cafeteria located in Shreveport, La (the “Mall St. Vincent Lease”), all as more fully described on **Exhibit A** to this Order, and (ii) satisfy the proposed cure amount for related to the assumption of the Mall St. Vincent Lease (the “Cure Amount”); 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”); 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 Fifth Assumption Motion is in the best interests of the 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

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

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, as it relates to the Mall St. Vincent Lease.

**IT IS FURTHER ORDERED** that the Debtors are authorized to assume the Mall St. Vincent Lease, as described on **Exhibit A**, effective as of June 30, 2013.

**IT IS FURTHER ORDERED** that the Debtors are authorized to satisfy the Cure Amount in the amounts set forth on **Exhibit A** to this Order, in the total amount of \$85,565.87.

**IT IS FURTHER ORDERED** that payment of the applicable Cure Amount shown on **Exhibit A** shall constitute the cure of all defaults arising under the Mall St. Vincent Lease that is 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 Amount to the Mall St. Vincent 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 for the Mall St. Vincent 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 20, 2013, all parties to the Mall St. Vincent Lease 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 Mall St. Vincent Lease that existed prior to the date of entry of this Order.

**IT IS FURTHER ORDERED** that, except with the payment of the Cure Amount, all parties to the Mall St. Vincent Lease 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 Mall St. Vincent 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 Mall St. Vincent 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 the Mall St. Vincent 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 counterparty to the Mall St. Vincent Lease, regardless of whether such claims are related to the Mall St. Vincent 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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**Agreed and Accepted:**

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**Attorneys for Mall St. Vincent LLC**

**Fifth Assumption Motion**

**Exhibit A**

{N2648892.2}

EXHIBIT A TO ORDER

TITLE OF LEASE AND LOCATION	COUNTERPARTY NAME & ADDRESS	RENT DUE AND WATER BILL	REAL ESTATE TAXES DUE	PERSONAL PROPERTY TAXES DUE	OTHER
<p>SHP2</p> <p>1133 St. Vincent Avenue Shreveport, LA 71104</p>	<p>Mall St. Vincent LLC c/o Rouse Properties Attn: General Counsel 1114 Avenue of the Americas Suite 2800 New York, NY 10036</p> <p>Mall St. Vincent LLC c/o Mall St. Vincent LLC 110 North Wacker Drive Chicago, IL 60606</p> <p>Additional Notice Address: Mall St Vincent LLC 1133 St. Vincent Avenue Suite 200 Shreveport, LA 71104</p>	<p>\$23,906.18 (rent)</p> <p>\$56,659.69 for water bills for 2012.</p>	<p>None</p>	<p>None</p>	<p>(i) any accrued but unbilled claims for 2013 year end or percentage rent adjustments, if any, or (ii) claims for indemnification, defense or insurance of claims about which the landlord had no actual knowledge as of May 20, 2013.</p> <p>Attorneys' fees amount has been resolved.</p>