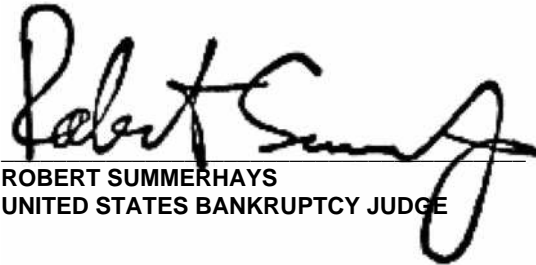




SO ORDERED.

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 UNEXPIRED LEASE OF NONRESIDENTIAL REAL PROPERTY BETWEEN SECURITY NATIONAL PROPERTIES FUNDING, LLC, AS LANDLORD, AND PICCADILLY RESTAURANTS, LLC, AS TENANT, (2) APPROVING FIFTH AMENDMENT TO LEASE, AND (3) 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*

<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).

{N2650100.1}

*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, *inter alia*, (i) assume as modified that certain unexpired lease of nonresidential real property, dated July 10, 1972 (the “Original Lease”), by and between Security National Funding, LLC (the “Landlord”), as successor landlord, and Piccadilly Restaurants, LLC (“Restaurants”), as successor tenant, as amended by that certain Lease Amendment Agreement, dated January 19, 1989, that certain First Amendment [sic] to Shopping Center Lease, dated May 6, 2003, that certain Assignment and Assumption Agreement, dated March 16, 2004, that certain letter agreement, dated July 20, 2005, that certain Third Amendment, dated December 15, 2008, and that certain Fourth Amendment, dated April 19, 2011 (collectively with all prior amendments to the Original Lease, the “Lease”), all as further modified by that certain Fifth Amendment of Shopping Center Lease in substantially the form attached hereto as **Exhibit A** (the “Fifth Amendment”), and (ii) satisfy the proposed cure amount (the “Cure Amount”) for the assumption of the Lease as further amended by the Fifth Amendment (the “Amended Lease”); 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 (including, but not limited to, the request to assume the Amended Lease, as modified by the Fifth Amendment) having been provided, and it appearing that no other or further notice need be provided; and a hearing having

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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.

{N2650100.1}

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 the relief granted herein; and the Court having reviewed the Fifth Amendment; 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, and that is Order is an agreed Order based the attorneys for the Landlord, Security National Properties Funding, LLC.

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

**IT IS FURTHER ORDERED** that the Fifth Amendment is approved and, effective as of June 30, 2013, Restaurants is authorized to enter into the Fifth Amendment in connection with the assumption of the Amended Lease. A copy of the Fifth Amendment is attached to this Order as **Exhibit A**.

**IT IS FURTHER ORDERED** that Restaurants is hereby authorized to assume the Amended Lease, effective as of June 30, 2013.

**IT IS FURTHER ORDERED** that the Debtors are authorized to satisfy the Cure Amount (as defined in the Motion) with respect to the Amended Lease in amount of \$7,981.87 with respect to rent and \$2,981.67 with respect to personal property taxes.

**IT IS FURTHER ORDERED** that payment of the Cure Amount shall constitute the cure of all defaults under the Amended Lease that are required to be cured by Restaurants 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 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, with the exception of (i) the payment of the Cure Amount, (ii) any accrued but unbilled claims for 2013 year end or percentage rent adjustments, if any, with respect to the Amended Lease, or (iii) claims for indemnification, defense or insurance of claims about which Landlord had no actual knowledge as of May 30, 2013, all parties to the 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 Amended Lease that existed prior to the date of entry of this Order.

**IT IS FURTHER ORDERED** that, based the Debtors' acknowledgement that the Amended Lease is lease of real property located in a "shopping center" (as such term is used in 11 U.S.C. § 365(b)(3)) and the Landlord having consented to Restaurants' assumption (but not the assignment) of the Amended Lease pursuant to this Order, the Debtors are deemed to have demonstrated adequate assurance of future performance under the Amended Lease and have satisfied the requirements set forth in sections 365(b)(1)(C) and 365(b)(3) of the Bankruptcy Code. This decretal paragraph shall have no precedential, estoppel or other effect in: (i) any contested matter or proceeding in which Restaurants seeks to assign the Amended Lease; or (ii) any subsequent bankruptcy of Restaurants or any assignee of or successor to Restaurants' interest in the Amended Lease.

**IT IS FURTHER ORDERED** that, subject to appropriate notice and opportunity to object and this Court's approval, Restaurants retains its right to seek to assign the Amended

{N2650100.1}

Lease pursuant to and in accordance with the requirements of section 365 of the Bankruptcy Code and Landlord reserves all objections to any such assignment.

**IT IS FURTHER ORDERED** that, except for claims, rights and causes of action arising under or incorporated in Chapter 5 of the Bankruptcy Code, the Debtors do not waive any claims that they have against any of the counterparties to the Amended Lease, regardless of whether such claims are related to the Amended 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.

###

**This Order was prepared and is being submitted by:**

R. PATRICK VANCE (#13008)  
ELIZABETH J. FUTRELL (#05863)  
MARK A. MINTZ (#31878)  
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**Attorneys for Piccadilly Restaurants, LLC  
Piccadilly Food Service, LLC and  
Piccadilly Investments, LLC**

**Agreed and accepted:**

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**Attorneys for Security National Properties Funding, LLC**

{N2650100.1}

# EXHIBIT A

Execution Copy

Fifth Amendment to Shopping Center Lease

This Fifth Amendment to Shopping Center Lease (this "Fifth Amendment") is made by and between:

Security National Properties Funding, LLC, an Alaska limited liability company, in its capacity as debtor and debtor-in-possession ("Landlord"); and

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

Preliminary Statements

A. James W. Wilson, Jr., E.L. Lowder and Robert E. Lowder ("Original Landlord") and Morrison Cafeteria Company of Woodland Hills, Inc. ("Original Tenant") entered into that certain Lease on July 10, 1972 (the "Original Lease") with respect to certain premises located in the Greenville Mall Shopping Center, as more particularly described in the Lease (the "Premises");

B. The Original Lease was amended by Original Landlord and/or its successor(s)-in-interest and Original Tenant and/or its successor(s)-in-interest by that certain Lease Amendment Agreement dated January 19, 1989 (the "First Amendment"), by that certain First Amendment to Shopping Center Lease dated May 6, 2003 (although titled as First Amendment to Shopping Center Lease the agreement was actually a second amendment to the lease agreement) (the "Second Amendment"), by that certain Assignment and Assumption Agreement dated March 16, 2004 (the "Assignment and Assumption"), by that certain letter agreement dated July 20, 2005 (the "Letter Agreement"), by that certain Third Amendment dated December 15, 2008 (the "Third Amendment"), and by that certain Fourth Amendment dated April 19, 2011 (the "Fourth Amendment") and together with the Original Lease, the First Amendment, the Second Amendment, the Assignment and Assumption, the Letter Agreement and the Third Amendment, collectively and individually, the "Lease";

C. Landlord is a successor-in-interest to one or more successors-in-interest to Original Landlord;

D. Tenant is a successor-in-interest to one or more successors-in-interest to Original Tenant;

E. The current term of the Lease runs through 11:59 p.m. on June 30, 2016;

F. Tenant presently pays Landlord Minimum Rent during the current term of the Lease in the amount of \$85,000 per year;

G. Tenant presently pays Landlord Percentage Rent during the current term of the Lease calculated as six percent (6%) of Tenant's gross sales (as gross sales is defined under the Lease) in excess of \$1,416,000.00 per year; and

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

Agreement

FOR and 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

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legally bound, agree as follows:

1. Lease Term. The current Term of the Lease is hereby extended commencing on July 1, 2016 and continuing through 11:59 p.m. on June 30, 2021, unless sooner terminated under the provisions of the Lease.

2. Percentage Rent. During the current term of the Lease (as extended through 11:59 p.m. on June 30, 2016), Tenant shall continue to pay Landlord Percentage Rental as follows: Six percent (6%) of Tenant's gross sales (as gross sales is defined under the Lease) in excess of One Million Four Hundred Sixteen Thousand and No/100 Dollars (\$1,416,000.00).

3. Lease Amendments. The applicable terms, provisions and conditions of the Lease are hereby amended as follows:

(a) Effective April 1, 2013 and continuing through 11:59 p.m. on June 30, 2016, Tenant shall pay Landlord a reduced Minimum Annual Rental under the Lease in the amount of Eighty Thousand Seven Hundred Fifty and No/100 Dollars (\$80,750.00) payable in equal successive monthly installments of Six Thousand Seven Hundred Twenty-Nine and 17/100 Dollars (\$6,729.17).

(b) Effective July 1, 2016 and continuing through 11:59 p.m. on June 30, 2021, Tenant shall pay Landlord Minimum Annual Rental under the Lease in the amount of Eighty Nine Thousand Two Hundred Fifty and No/100 Dollars (\$89,250.00) payable in equal successive monthly installments of Seven Thousand Four Hundred Thirty-Seven and 50/100 Dollars (\$7,437.50).

(c) Effective July 1, 2016 and continuing through 11:59 p.m. on June 30, 2021, Tenant shall pay Landlord Percentage Rental under the Lease as follows: Six percent (6%) of Tenant's gross sales (as gross sales is defined under the Lease) in excess of One Million Four Hundred Eighty Seven Thousand Five Hundred and No/100 Dollars (\$1,487,500.00).

(d) Provided there is no default under the Lease which remains uncured beyond the applicable grace period for curing same, Tenant shall have the option to extend the term of the Lease for the five (5) year period commencing on July 1, 2021 and continuing through 11:59 p.m. on June 30, 2026, by providing Landlord with written notice of such election to extend no later than January 8, 2021.

(e) Should Tenant elect to extend the term of the Lease, Effective July 1, 2021 and continuing through 11:59 p.m. on June 30, 2026, Tenant shall pay Landlord Minimum Annual Rental under the Lease in the amount of Ninety One Thousand Nine Hundred Twenty Seven and 50/100 Dollars (\$91,927.50) payable in equal successive monthly installments of Seven Thousand Six Hundred Sixty and 63/100 Dollars (\$7,660.63).

(f) Should Tenant elect to extend the term of the Lease, effective July 1, 2021 and continuing through 11:59 p.m. on June 30, 2026, Tenant shall pay Landlord Percentage Rental under the Lease as follows: Six percent (6%) of Tenant's gross sales (as gross sales is defined under the Lease) in excess of One Million Five Hundred Thirty Two Thousand One Hundred Twenty Five and No/100 Dollars (\$1,532,125.00).

(g) Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right to terminate the Lease effective ninety (90) days after the end of each Lease Year of the term, if and only if, Tenant does not achieve gross sales of One Million Three Hundred Fifty Thousand and No/100 Dollars (\$1,350,000.00) for the preceding Lease Year, provided that Tenant provides



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Landlord written notice of such election to terminate no later than the thirtieth (30th) day after a Lease Year. A Lease Year is defined as July 1st through June 30th. If Tenant fails to provide Landlord with written notice of Tenant's election to terminate the Lease on or before the thirtieth (30th) day after a Lease Year, then Tenant's election to terminate the Lease shall be null and void for that Lease Year.

4. 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 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 including, without limitation, the applicable provisions of Paragraph 22 of the Lease, due to Tenant's filing of the Bankruptcy Case and/or the continuance of the Bankruptcy Case for sixty (60) or more days. Landlord further waives any right to terminate the Lease or exercise any and all rights and/or remedies under the Lease resulting from Tenant having filed the Bankruptcy Case and/or the Bankruptcy Case continuing for sixty (60) or more days.

5. Lease Assumption. Landlord and Tenant hereby acknowledge and agree that the entering into, full execution and delivery of this Fifth Amendment by Landlord and Tenant, and the effectiveness of the terms, provisions and conditions of this Fifth Amendment, is expressly conditioned upon the Tenant's assumption of the Lease, as amended by this Fifth Amendment, pursuant to and in accordance with Title 11 of the United States Code, as amended from time to time.

6. 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.

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

8. Entire Agreement and Effect. This Fifth Amendment sets for the entire agreement between the parties with respect to the subject matter of this Fifth Amendment. Except as amended and/or modified by this Fifth Amendment, 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 Fifth Amendment and the terms and/or conditions of the Lease, the terms and/or conditions of this Fifth Amendment shall control.

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

10. Consultation. The parties to this Fifth Amendment have had the opportunity to consult with counsel of their choice prior to executing this Fifth Amendment and have done so.

11. Modifications. This Fifth Amendment 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 Fifth Amendment is executed.

12. Attorneys' Fees. If any action or proceeding is necessary to enforce any of the terms, provisions or conditions of this Fifth Amendment, including any claim or demand, or to interpret this Fifth Amendment, the prevailing party shall be entitled to reasonable attorneys' fees and costs, reasonable paralegal fees and costs, fees and costs of any consultants and experts, any court costs, or the like, in addition to any other relief to which it may otherwise be entitled, whether or not such action or proceeding is prosecuted to final judgment.

## Execution Copy

13. Governing Authority. Each party to this Fifth Amendment represents and warrants that it has taken all corporate, partnership or other action necessary to execute and deliver this Fifth Amendment, and that this Fifth Amendment constitutes the legally binding obligation of each party enforceable in accordance with its terms. Each party to this Fifth Amendment 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 Fifth Amendment.

14. No Other Inducements. 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 Fifth Amendment, has influenced any of the parties to enter into this Fifth Amendment.

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

16. Governing Law. This Fifth Amendment shall be governed by the laws of the State wherein the Premises is located for all purposes, including its interpretation and enforcement, without reference to conflicts of law principles.

17. Severability. In case any one or more of the provisions contained in this Fifth Amendment 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 Fifth Amendment; or (ii) if such provision cannot be so reformed, such provision shall be severed from this Fifth Amendment 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 Fifth Amendment.

18. Counterparts. This Fifth Amendment 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 instrument.

[End of text]

[One Signature Page Follows]

**Execution Copy**

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

**WITNESSES: (Landlord)**

**LANDLORD:**

**Security National Properties Funding, LLC,**  
an Alaska limited liability company  
(in its capacity as debtor and debtor-in-possession)

BY:   
Michael Casey

DATE: 6/6/2013

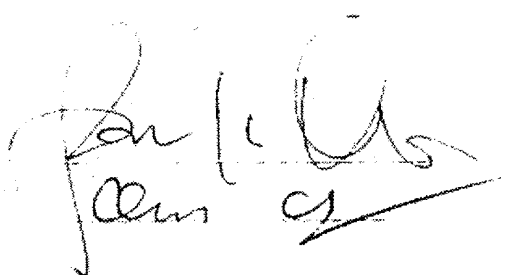
**WITNESSES: (Tenant)**

**TENANT:**

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

BY:   
Thomas J. Sandeman, CEO

DATE: 6/6/13

  
Two handwritten signatures, one appearing to be 'James' and another less legible signature.

Signature Page - Fifth Amendment

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 2  
Total Noticed: 2

Date Rcvd: Jun 25, 2013

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 27, 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: Jun 27, 2013

Signature: \_\_\_\_\_



The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 25, 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 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,  
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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 Aronov Realty Management  
pollack@ballardspahr.com

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

Douglas S. Draper on behalf of Interested Party CB Agency Services, LLC  
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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

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. leo@congenilawfirm.com,  
michelle@congenilawfirm.com

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

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

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Peter A. Kopfinger on behalf of Debtor Piccadilly Food Service, LLC PKopfinger@gordonarata.com

Phillip K. Wallace on behalf of Creditor Cora Ann Ball philkwall@aol.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

Ronald Mark Tucker on behalf of Creditor Simon Property Group, Inc. rtucker@simon.com

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kurzweild@gtlaw.com;hartle@gtlaw.com;eastlaked@gtlaw.com

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steve.rosenblatt@butlersnow.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

Tristan E. Manthey on behalf of Interested Party Yucaipa Corporate Initiatives Fund I, L.P.  
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kfritscher@hellerdraper.com;cnobles@hellerdraper.com;awientjes@hellerdraper.com

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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-frazell@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 Agency Services, LLC  
wpatrick@hellerdraper.com, lwright@hellerdraper.com

TOTAL: 44