

# **Exhibit 1**

**Exhibit 1; Confirmation Hearing Notice**

**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**

**NOTICE OF (I) APPROVAL OF THE DISCLOSURE STATEMENT, AND (II)  
HEARING TO CONSIDER CONFIRMATION OF THE JOINT CHAPTER 11 PLAN OF  
REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY FOOD  
SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC PROPOSED BY THE  
DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.**

**TO: ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN,  
THE DEBTORS**

**PLEASE TAKE NOTICE** that, on July 8, 2013, the (a) *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC* was filed by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_) (as it may be amended, the "Joint Plan"), and (b) the Debtors filed that certain *Joint Disclosure Statement for the Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC* (Docket #\_\_\_) (as it may be amended, the "Disclosure Statement").<sup>2</sup> The Plan includes (a) with respect to Piccadilly Restaurants, LLC ("PR"), the terms and conditions of the treatment of the Claims against Interests in PR (the "PR Plan"), (b) with respect to Piccadilly Food Services, LLC ("PFS"), the terms and conditions of the treatment of the Claims against Interests in PFS (the "PFS Plan"), and (c) with respect to Piccadilly Investments, LLC ("PI"), the terms and conditions of the treatment of the Claims against Interests in PI (the "PI Plan"). The provisions

<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).

<sup>2</sup> All capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Joint Plan, or the Debtors' *Motion for Entry of an Order Approving (I) the Disclosure Statement, and (II) with respect to the Joint Plan of Reorganization of Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, (A) the Confirmation Hearing Notice, the Manner of Mailing and Service of the Solicitation Package and Notice to Non-Voting Classes, (B) the Procedures for Voting and Tabulation of Ballots, (C) the Forms of Ballots, and (D) the Procedures for Allowing Claims for Voting Purposes* (the "Confirmation Procedures Motion") (Docket #\_\_\_).

of the Plan, together with the provisions of the PR Plan, the PFS Plan and the PI Plan, shall be collectively referred to in this Notice as the "Joint Plan."

**PLEASE TAKE FURTHER NOTICE** that, on \_\_\_\_\_, 2013, after notice and a hearing, pursuant to Section 1125 of the Bankruptcy Code, the Bankruptcy Court entered an Order approving the Disclosure Statement as providing adequate information for the Holders of Claims and Interests to make a decision as to whether to accept or reject the Joint Plan. In addition, the Bankruptcy Court entered an Order approving (among other things) this Notice, the manner of mailing and service of the *Order Approving (I) the Disclosure Statement, and (II) with respect to the Joint Plan of Reorganization, (A) the Confirmation Hearing Notice and the manner of mailing and service of the Solicitation Package and this Confirmation Notice, (B) the Voting Agent and the Procedures for Voting and Tabulation of Ballots, (C) the Forms of Ballots, and (D) the Procedures for Allowing Claims for Voting Purposes* (Docket #\_\_) (the "Confirmation Procedures Order"). **Pursuant to the Confirmation Procedures Order, in order to be counted, a completed and executed Ballot with respect to voting on the Joint Plan must be actually received by the Voting Agent no later than \_\_\_\_\_ 2013, at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline").** No Ballot received by facsimile, by e-mail, or after the Voting Deadline will be counted unless otherwise accepted and disclosed by the Debtors or ordered by the Bankruptcy Court.

**PLEASE TAKE FURTHER NOTICE** that:

1. A hearing (the "Confirmation Hearing") will be held before the Honorable Robert Summerhays, United States Bankruptcy Judge, at the United States Bankruptcy Court, Western District of Louisiana, Lafayette Division, 214 Jefferson Street, Suite 100, Lafayette, Louisiana 70501-7050 (the "Bankruptcy Court Room"), on \_\_\_\_\_, at \_\_\_\_ a.m. (Prevailing Central Time), or as soon thereafter as counsel may be heard, to consider the entry of an order, among other things, confirming the Joint Plan under section 1129 of the Bankruptcy Code.

In accordance with the Confirmation Procedures Order, you should receive copies of the Solicitation Package<sup>3</sup> if you are the Holder of a Claim against any of the Debtors or if you are the Holder of an Interest in Piccadilly Restaurants, LLC; provided, however, because the deadline for filing Proofs of Claim was March 15, 2013 (the "Bar Date") (Docket #477), the Solicitation Package will not be served on any Holder with respect to a Claim that is listed on the Debtors' Schedules of Assets of Liabilities (Docket #269) as being contingent, disputed, or unliquidated (a "Disputed Scheduled Claim") unless (a) a Proof of Claim was Filed with respect to such Disputed Scheduled Claim before the Bar Date, or (b) a Proof of Claim was deemed timely Filed by an order of the Bankruptcy Court before the Voting Deadline. Further, the Debtors will not serve the Solicitation Package on the Holders of Claims and Interests in the Non-Voting Classes. Instead, the Holders of Claims and Interests in the Non-Voting Classes will be served with a Notification of Non-Voting Status, which includes information on the manner in to obtain the Solicitation Package, if desired.

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The contents of the Solicitation Package are described in the Confirmation Procedures Motion.

If you are entitled to receive a Solicitation Package and something is missing, if you wish to receive additional Solicitation Packages, or if you are not entitled to receive a Solicitation Package but you wish to receive a Solicitation Package nonetheless, you should send a written request via U.S. mail to the Voting Agent, BMC Group, Attn: Piccadilly Restaurants, LLC, Ballot Processing, PO Box 3020, Chanhassen, MN 55317-3020, or make your request by calling the Voting Agent at 1-888-909-0100. Parties in interest can also obtain copies of the Solicitation Package (except Ballots) on BMC Group's website, which is <http://www.bmcgroup.com/piccadilly>.

2. **To be counted, your completed and executed Ballot to accept or reject the Joint Plan must be actually received by the Voting Agent on or before the Voting Deadline. The Voting Deadline is \_\_\_\_\_, 2013, at 5:00 p.m. (Prevailing Central Time).** In accordance with the Confirmation Procedures Order, Ballots may be delivered to the Voting Agent, BMC Group, Inc., via U.S. mail to the Voting Agent, BMC Group, Attn: Piccadilly Restaurants, LLC, Ballot Processing, PO Box 3020, Chanhassen, MN 55317-3020 (if by U.S. Mail), or BMC Group, Inc. Attn: Piccadilly Restaurants, LLC, Ballot Processing, 18675 Lake Drive East, Chanhassen, MN 55317 (if by overnight delivery, such as Federal Express). In addition, any completed Ballot that is received on or before the Voting Deadline will not be counted if such Ballot either (a) does not indicate an acceptance or a rejection of the Joint Plan, or (b) is not signed.

3. Objections, if any, to the Confirmation of the Joint Plan (other than objections that arise based on the balloting and tabulation results on the Joint Plan), any of the other relief sought by the Debtors in connection with the Confirmation of the Joint Plan, must (a) be in writing and state with particularity the basis and nature of any such objection, (b) state the name and address of the objecting party, and the nature of the Claim of such party, and (c) be filed with the Bankruptcy Court **no later than \_\_\_\_\_ 2013 (the "Objection Deadline")**. ANY OBJECTION TO THE CONFIRMATION OF THE JOINT PLAN THAT IS NOT FILED ON OR BEFORE THE OBJECTION DEADLINE MAY NOT BE CONSIDERED.

4. In accordance with Bankruptcy Rule 2002(c)(3), set forth below are the injunctions contained at Section 11.2 of the Joint Plan:

**Except as otherwise expressly provided in the Joint Plan or the Confirmation Order, as of the Effective Date, any Entity that has held, currently holds or may hold a Claim or other debt, liability, or Interest that is discharged, released, waived, settled or deemed satisfied in accordance with the Joint Plan will be permanently enjoined from taking any of the following actions on account of any such Claims, debts, liabilities, or Interests: (a) commencing or continuing in any manner any action or Cause of Action or other proceeding against the Debtors, the Reorganized Debtors, the Estates, or the property of any of them, other than to enforce any right that does not comply with, or is inconsistent with, the provisions of the Joint Plan; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtors, the Reorganized Debtors, the Estates, or the property of any of them, other than as permitted pursuant to (a) above; (c) creating, perfecting or enforcing any Lien or**

**encumbrance of any kind against the Debtors, the Reorganized Debtors, the Estates, or the property of any of them, other than as permitted pursuant to (a) above; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtors, Reorganized Debtors, the Estates, or the property of any of them; and (e) commencing or continuing any action or Cause of Action, in any manner, in any place that does not comply with or is inconsistent with the Joint Plan.**

5. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by an announcement in the Bankruptcy Court, or posting notice of such adjournment in the Bankruptcy Court Room on the date scheduled for the Confirmation Hearing.

Dated: \_\_\_\_\_, 2013

**BY ORDER OF THE HONORABLE ROBERT SUMMERHAYS**

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Attorneys for Piccadilly Restaurants, LLC  
Piccadilly Food Service, LLC and  
Piccadilly Investments, LLC, the Debtors

# **Exhibit 2**

**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

**NOTICE OF (I) APPROVAL OF THE DISCLOSURE STATEMENT,  
(II) NON-VOTING STATUS FOR THE JOINT CHAPTER 11 PLAN OF REORGANIZATION  
FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY FOOD SERVICES, LLC AND  
PICCADILLY INVESTMENTS, LLC JOINTLY PROPOSED BY THE DEBTORS AND  
YUCAIPA CORPORATE INITIATIVES FUND I, L.P., AND (III) HEARING TO  
CONSIDER CONFIRMATION OF THE JOINT PLAN OF REORGANIZATION**

**PLEASE TAKE NOTICE** that, on July 8, 2013, the (a) *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC* was jointly filed by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the "Plan"), and (b) the Debtors filed that certain *Joint Disclosure Statement for the Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC* (Docket #\_\_\_\_) (as it may be amended, the "Disclosure Statement"). The Plan includes (a) with respect to Piccadilly Restaurants, LLC ("PR"), the treatment of the Claims against and Interests in PR (the "PR Plan"), (b) with respect to Piccadilly Food Services, LLC ("PFS"), the treatment of the Claims against Interests in PFS (the "PFS Plan"), and (c) with respect to Piccadilly Investments, LLC ("PI"), the treatment of the Claims against and Interests in PI (the "PI Plan"). **The provisions of the Plan, together with the provisions of the PR Plan, the PFS Plan and the PI Plan, shall be collectively referred to in this Notice as the "Joint Plan."**

**PLEASE TAKE FURTHER NOTICE** that, on \_\_\_\_\_, 2013, after notice and a hearing, pursuant to section 1125 of the Bankruptcy Code, the Bankruptcy Court entered an Order approving the Disclosure Statement as providing adequate information for the holders of Claims and Interests to make a decision as to whether to accept or reject the Joint Plan. In addition, the Bankruptcy Court entered an Order approving (among other things) this Notice, in addition to the manner of mailing and service of the *Order Approving (I) the Disclosure Statement, and (II) with regarding the Joint Plan of Reorganization of Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, (A) the Confirmation Hearing Notice and the manner of mailing and service of the Solicitation Package or the Notice of Non-Voting Status, (B) the Voting Agent and the Procedures for Voting and Tabulation of*

<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).

*Ballots, (C) the Forms of Ballots, and (D) the Procedures for Allowing Claims for Voting Purposes (the "Confirmation Procedures Order") (Docket #\_\_\_\_).*<sup>2</sup>

1. **Other Priority Claims in PR Class 1.** Section 4.1 of the Joint Plan provides that, unless otherwise agreed in a written agreement by and between the Holder of an Other Priority Claim and the Plan Sponsors, on the Effective Date, in full satisfaction of the Holder's Other Priority Claim, each Holder of an Other Priority Claim will receive Cash in an amount equal to the Allowed amount of such Holder's Other Priority Claim. If the Holder's Other Priority Claim is Allowed on or before the Effective Date, the Disbursing Agent will make the Distribution to such Holder within fifteen (15) days of the Effective Date. If, however, the Holder's Other Priority Claim is not Allowed on or before the Effective Date, the Disbursing Agent will make the Distribution to such Holder within fifteen (15) days after the earlier of the date on which (a) an Order allowing the Other Priority Claim becomes a Final Order, or (b) execution of a Stipulation Regarding the Amount and Nature of the Claim.
2. **Other Priority Claims in PFS Class 1.** Section 5.1 of the Joint Plan provides for the same treatment of Other Priority Claims against PFS in PFS Class 1, if any, as the treatment that is provided to the Other Priority Claims in PR Class 1.
3. **Other Priority Claims in PI Class 1.** Section 6.1 of the Joint Plan provided for the same treatment of Other Priority Claims against PI in PI Class 1, if any, as the treatment that is provided to the Other Priority Claims in PR Class 1.
4. **Other Secured Claims in PR Class 2.** Section 4.2 of the Joint Plan provides that, except as otherwise agreed, in writing, by the Holder of an Other Secured Claim and the Plan Sponsors, on the Effective Date, each Holder of an Allowed Other Secured Claim will be entitled to receive treatment on account of such Allowed Other Secured Claim in the manner set forth in either Option A or B below, at the election of the Plan Sponsors. The Plan Sponsors will be deemed to have elected Option B, except with respect to any Allowed Other Secured Claim as to which the it elects Option A in a certification Filed within fifteen (15) days before the commencement of the Confirmation Hearing.

Option A: Each Holder with an Allowed Claim in Option A will receive, in satisfaction of its Allowed Claim, Cash equal to the Allowed amount of such Claim, and will release all Liens on any Collateral in exchange for the receipt of such Cash.

Option B: Each Holder with an Allowed Claim in Option B will be otherwise Unimpaired within the meaning of section 1123 of the Bankruptcy Code.
5. **Other Secured Claims in PFS Class 2.** Section 5.2 of the Joint Plan provides for the same treatment of Other Secured Claims against PFS in PFS Class 2, if any, as the treatment that is provided to Other Secured Claims in PR Class 2.

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<sup>2</sup> Unless otherwise noted herein, capitalized terms used in this Notice shall have the meaning ascribed to them in the Joint Plan or the Confirmation Procedures Order.



6. **Other Secured Claims in PI Class 2.** Section 6.2 of the Joint Plan provides for the same treatment of Other Secured Claims against PI in PI Class 2, if any, as the treatment that is provided to Other Secured Claims in PR Class 2.
7. **Litigation Claims in PR Class 6.** Section 4.6 of the Joint Plan provides that Litigation Claims scheduled on **Plan Exhibit 1.76** will not be discharged, and the legal, equitable and contractual rights that are the basis of such Litigation Claim shall be unaltered by the Joint Plan.
8. **Interests in PFS Class 5.** The Joint Plan provides, at Section 5.5, that it will not alter any of the legal, equitable or contractual rights of any Holder of Interests in PFS.
9. **Interests in PI Class 5.** The Joint Plan provides, at Section 6.4, that it will not alter any of the legal, equitable or contractual rights of any Holder of Interests in PI.

**PLEASE TAKE FURTHER NOTICE** that if you disagree with the classification of your Claim or Interest as Non-Voting, you may request a Ballot by sending a written request to the Voting Agent, BMC Group, Inc.:

| <b>By U.S. Mail:</b>   | <b>By Delivery or Courier:</b>  |
|--|---|
| <b>BMC Group, Inc.</b><br><b>Attn: Piccadilly Restaurants, LLC</b><br><b>Ballot Processing</b><br><b>PO Box 3020</b><br><b>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.</b><br><b>Attn: Piccadilly Restaurants, LLC</b><br><b>Ballot Processing</b><br><b>18675 Lake Drive East</b><br><b>Chanhassen, MN 55317</b> |

You may also contact the Voting Agent by telephone at **1-888-909-0100**. You can also obtain copies of the Solicitation Package (except Ballots) on BMC Group's website, which is <http://www.bmcgroup.com/piccadilly>, or by contacting the Voting Agent at the addresses or phone number listed above.

**PLEASE TAKE FURTHER NOTICE** that:

1. A hearing (the "Confirmation Hearing") will be held before the Honorable Robert Summerhays, United States Bankruptcy Judge, at the United States Bankruptcy Court, Western District of Louisiana, Lafayette Division, 214 Jefferson Street, Suite 100, Lafayette, Louisiana 70501-7050 (the "Bankruptcy Court Room"), on \_\_\_\_\_, at \_\_\_\_ a.m. (Prevailing Central Time), or as soon thereafter as counsel may be heard, to consider the entry of an order, among other things, confirming the Joint Plan under section 1129 of the Bankruptcy Code.

2. Objections, if any, to the Confirmation of the Joint Plan (other than objections that arise based on the balloting and tabulation results on the Joint Plan), any of the other relief sought by the Debtors in connection with the Confirmation of the Joint Plan, must (a) be in writing and state with particularity the basis and nature of any such objection, (b) state the name and address of the objecting party, and the nature of the Claim of such party, and (c) be filed with the Bankruptcy Court **no later than \_\_\_\_\_ 2013 (the "Objection Deadline")**. ANY OBJECTION TO THE CONFIRMATION OF THE JOINT PLAN THAT IS NOT FILED ON OR BEFORE THE OBJECTION DEADLINE MAY NOT BE CONSIDERED.

3. In accordance with Bankruptcy Rule 2002(c)(3), set forth below are the injunctions contained at Section 11.2 of the Joint Plan:

Except as otherwise expressly provided in the Joint Plan or the Confirmation Order, as of the Effective Date, any Entity that has held, currently holds or may hold a Claim or other debt, liability, or Interest that is discharged, released, waived, settled or deemed satisfied in accordance with the Joint Plan will be permanently enjoined from taking any of the following actions on account of any such Claims, debts, liabilities, or Interests: (a) commencing or continuing in any manner any action or Cause of Action or other proceeding against the Debtors, the Reorganized Debtors, the Estates, or the property of any of them, other than to enforce any right that does not comply with, or is inconsistent with, the provisions of the Joint Plan; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtors, the Reorganized Debtors, the Estates, or the property of any of them, other than as permitted pursuant to (a) above; (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors, the Reorganized Debtors, the Estates, or the property of any of them, other than as permitted pursuant to (a) above; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtors, Reorganized Debtors, the Estates, or the property of any of them; and (e) commencing or continuing any action or Cause of Action, in any manner, in any place that does not comply with or is inconsistent with the Joint Plan.

4. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by an announcement in the Bankruptcy Court, or posting notice of such adjournment in the Bankruptcy Court Room on the date scheduled for the Confirmation Hearing.

Dated: \_\_\_\_\_, 2013.

**BY ORDER OF THE HONORABLE ROBERT SUMMERHAYS**

**R. PATRICK VANCE (LA 13008)**  
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**Attorneys for Piccadilly Restaurants, LLC**  
**Piccadilly Food Service, LLC and**  
**Piccadilly Investments, LLC,**  
**the Debtors and Debtors-in-possession**

# **Exhibit 3**

**Exhibit 3; Proposed Confirmation Procedures Order**

**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 APPROVING (I) THE DISCLOSURE STATEMENT, AND (II) WITH RESPECT TO THE JOINT PLAN OF REORGANIZATION, (A) THE CONFIRMATION HEARING NOTICE, THE MANNER OF MAILING AND SERVICE OF THE SOLICITATION PACKAGE AND NOTICE OF NON-VOTING STATUS, (B) THE PROCEDURES FOR VOTING AND TABULATION OF BALLOTS, (C) THE FORMS OF BALLOTS, AND (D) THE PROCEDURES FOR ALLOWING CLAIMS FOR VOTING PURPOSES**

Upon consideration of the *Motion for Entry of an Order Approving (I) the Disclosure Statement, and (II), with respect to the Joint Plan of Reorganization of Piccadilly Restaurants,*

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<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).

*LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, (A) the Confirmation Hearing Notice, the Manner of Mailing and Service of the Solicitation Package and Confirmation Notice and Notice of Non-Voting Status, (B) the Procedures for Voting and Tabulation of Ballots, (C) the Forms of Ballots, and (D) the Procedures for Allowing Claims for Voting Purposes (Docket #\_\_\_) (the “Motion”)<sup>2</sup> and all exhibits thereto; and upon the hearing held on \_\_\_\_\_, 2013 (the “Hearing”) for consideration of the Motion; the Bankruptcy Court having jurisdiction to consider the foregoing in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that due and proper notice of the Motion has been given, and that no other or further notice need be given; and the Bankruptcy Court having determined, after due deliberation, that granting the Motion, is in the best interests of the Estates; and upon all other proceedings had before the Bankruptcy Court, including the adequacy of the information (within the meaning of section 1125 of the Bankruptcy Code) that is contained in the *Joint Disclosure Statement for the Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC*, as the same may be amended or modified (the “Disclosure Statement”) (Docket #\_\_\_); and good and sufficient cause appearing herein:*

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

**IT IS HEREBY ORDERED** that the Disclosure Statement (Docket #\_\_\_) is hereby approved.

**IT IS HEREBY ORDERED** that the Confirmation Hearing will commence on the \_\_\_\_ day of \_\_\_\_, 2013, at \_\_\_\_\_, a.m., Central Standard Time, or as soon thereafter as counsel may be heard (the “Hearing Date”), in the United States Bankruptcy Court for the Western

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<sup>2</sup> Unless otherwise defined herein, capitalized terms used in this Order shall have the same meaning ascribed to them in the Motion.

District of Louisiana, Lafayette Division, 214 Jefferson Street, Suite 100, Lafayette, Louisiana 70501-7050.

**IT IS HEREBY ORDERED** that any objection to Confirmation of the Joint Plan (a) must be in writing, (b) state the name and address of the objecting party, and the nature of the Claim or Interest of such party, (c) state with particularity the basis and nature of any objection, and (d) be Filed in the Docket of the Bankruptcy Case on or before \_\_\_\_\_, 2013 (the “Objection Deadline”). The Court may only consider written objections that were filed on or before the Objection Deadline.

**IT IS FURTHER ORDERED** that the form of the Confirmation Hearing Notice, substantially in the form attached to this Order as **Exhibit A**, (a) is hereby approved in all respects, and (b) hereby deemed good, adequate and sufficient notice of the hearing on the confirmation of the Joint Plan, and the other items contained in the Joint Plan.

**IT IS FURTHER ORDERED** that the Solicitation Package be and the same is hereby approved, which shall contain the following:

- (a) The Confirmation Hearing Notice (attached to this Order as **Exhibit A**);
- (b) The Disclosure Statement as approved by this Bankruptcy Court, with a copy of the Joint Plan and related exhibits attached thereto; and
- (c) One or more appropriate Ballots for the Holders of Claims in the Voting Classes under the Joint Plan, together with voting instructions and information relative to the return of Ballots (attached to this Order as **Exhibit C** in globo).

**IT IS FURTHER ORDERED** that the Solicitation Package shall be served on the Holders of Claims and Interests in the Voting Classes; provided, however, because the deadline for filing Proofs of Claim was March 15, 2013 (the “Bar Date”) (Docket #477), the Solicitation Package will not be served on any Holder with respect to a Claim in a Voting Class that is listed on the Debtors’ Schedules of Assets of Liabilities as contingent, disputed, or unliquidated (a

“Disputed Scheduled Claim”) unless either (a) a Proof of Claim was Filed with respect to such Disputed Scheduled Claim before the Bar Date, or (b) a Proof of Claim was deemed timely Filed by an order of the Bankruptcy Court before the Voting Deadline.

**IT IS FURTHER ORDERED** that, in lieu of the Solicitation Package, the Voting Agent will serve Holders with the Notice to Non-Voting Classes, in the form attached to this Motion as **Exhibit B**, which is hereby approved as complying with Bankruptcy Rules 2002, 3017 and 3018

**IT IS FURTHER ORDERED** that the following Ballots for the Joint Plan, in form and substance substantially similar to the Ballots attached to this Order as **Exhibit C** in globo, be and the same are hereby approved:

- (a) Ballot PR 2: Ballot for the Holders of the Atalaya Secured Claim
- (b) Ballot PFS 2: Ballot for the Holders of the Atalaya Secured Claim
- (c) Ballot PI 2: Ballot for the Holders of the Atalaya Secured Claim
- (d) Ballot PR 4: Ballot for Holders of PR Class 4 Claims (Convenience Claims)
- (e) Ballot PR 5: Ballot for Holders of PR Class 5 Claims (General Unsecured Claims)
- (f) Ballot PR 7: Ballot for Holder of PR Class 7 Interests (Interests in PR)
- (g) Ballot PFS 4: Ballot for Holders of PFS Class 4 Claims (General Unsecured Claims)
- (h) Ballot PI 4: Ballot for Holders of PI Class 4 Claims (General Unsecured Claims)

**IT IS FURTHER ORDERED** that the Debtors’ proposed procedures for distribution of the Solicitation Package, in compliance with Rules 2002(b) and 3017(d), are hereby approved, as follows:

- (a) No later than ten (10) Business Days after entry of an Order approving the Disclosure Statement, the Voting Agent shall transmit to the United States mail service, postage prepaid, true and correct copies of the Solicitation Package, with a Ballot for acceptance or rejection of the Joint Plan, to (i) each person or entity listed on the Debtors’ Schedules of Liabilities, as amended before the Voting Record Date, that is not listed as disputed, contingent or unliquidated

(collectively, the “Schedules”), (ii) each Entity that Filed a Proof of Claim that has not been withdrawn or disallowed by an Order of the Bankruptcy Court entered on or before the Voting Record Date, and (iii) the Holder of the PR Interests in PR Class 7 (collectively, the “Solicitation Package Recipients”).

(b) No later than ten (10) Business Days after entry of an Order approving the Disclosure Statement, the Voting Agent shall cause to be mailed by first class, mail (i) the Solicitation Package to each Holder of a Claim in a Voting Class, or (ii) the Notice to Non-Voting Classes to each Holder of a Claim or Interest in a Non-Voting Class.

(c) Thereafter any requests for Solicitation Packages shall be made to the Voting Agent, and the Voting Agent shall be responsible for the service of the same.

**IT IS FURTHER ORDERED** that the Voting Procedures proposed by the Debtors in the Motion at Paragraphs 18 through 20 are hereby approved.

**IT IS FURTHER ORDERED** that the Voting Deadline is hereby established as 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013.

**IT IS FURTHER ORDERED** that the following rules shall be applied by the Voting Agent in its tabulation of Ballots:

(a) No Ballot received by facsimile, by e-mail, or after the Voting Deadline will be counted unless accepted and disclosed by the Debtors or otherwise ordered by the Bankruptcy Court.

(b) A Ballot containing a signature, but no designation of acceptance or rejection of the Joint Plan, shall not be counted.

(c) A Ballot containing a signature that both accepts and rejects the Joint Plan for the same Holder shall not be counted.

(d) A Ballot containing a signature that attempts to partially reject and partially accept the Joint Plan shall not be counted.

(e) A Ballot containing no signature, but a designation of acceptance or rejection of the Joint Plan, shall not be counted.

(f) If two or more properly executed Ballots are timely submitted with respect to the same Claim, the last timely submitted and properly executed Ballot with respect to such Claim shall govern.



(g) Any Holder or authorized counsel for a Holder in a Voting Class who has delivered a valid Ballot to the Voting Agent may withdraw his or her vote by delivering written notice of withdrawal to the Voting Agent. To be valid, the notice of withdrawal must (i) be signed by the party who signed the Ballot to be revoked, and (ii) be received by the Voting Agent before the Voting Deadline. Parties in interest retain their rights to contest the validity of any withdrawals of Ballots.

(h) Any Holder or authorized counsel of a Holder who has delivered a valid Ballot to the Voting Agent may change the vote by delivering to the Voting Agent a properly executed completed replacement Ballot, so as to be received on or before the Voting Deadline.

**IT IS FURTHER ORDERED** that the Voting Agent shall review all Ballots as they are received to determine their compliance with the above-described rules. If the Voting Agent determines that a Ballot does not comply with the rules and therefore would not be counted, the Voting Agent may, but is not required to, notify the party that submitted the Ballot of the problem to advise that a replacement Ballot may be submitted; *provided, however*, that no replacement Ballot received after the Voting Deadline shall be considered unless ordered by the Bankruptcy Court, or agreed to in writing by counsel to the Debtors.

**IT IS FURTHER ORDERED** that, except as to confirmation objections that arise based on the balloting and tabulation results on the Joint Plan (the “Balloting and Tabulation Objections”), the deadline for filing written objections to the confirmation of the Joint Plan shall be \_\_\_\_\_, 2013.

**IT IS FURTHER ORDERED** that, with the exception of responses or replies to Balloting and Tabulation Objections, the deadline for filing written responses or replies to objections to the confirmation of the Joint Plan is \_\_\_\_\_, 2013.

**IT IS FURTHER ORDERED** that the Tabulation Rules contained in Paragraph 21 of the Motion are hereby approved.

**IT IS FURTHER ORDERED** that, unless the provisions of this Order clearly and specifically modify any applicable provision of the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure with respect to the Joint Plan, all applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure shall continue to fully control as to all issues of notice, solicitation of acceptances or rejections, voting tabulation and the process of plan confirmation.

# # #

**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**

# **Exhibit A**

**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**

**NOTICE OF (I) APPROVAL OF THE DISCLOSURE STATEMENT, AND (II)  
HEARING TO CONSIDER CONFIRMATION OF THE JOINT CHAPTER 11 PLAN OF  
REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY FOOD  
SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC PROPOSED BY THE  
DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.**

**TO: ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN,  
THE DEBTORS**

**PLEASE TAKE NOTICE** that, on July 8, 2013, the (a) *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC* was filed by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_) (as it may be amended, the "Joint Plan"), and (b) the Debtors filed that certain *Joint Disclosure Statement for the Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC* (Docket #\_\_\_) (as it may be amended, the "Disclosure Statement").<sup>2</sup> The Plan includes (a) with respect to Piccadilly Restaurants, LLC ("PR"), the terms and conditions of the treatment of the Claims against Interests in PR (the "PR Plan"), (b) with respect to Piccadilly Food Services, LLC ("PFS"), the terms and conditions of the treatment of the Claims against Interests in PFS (the "PFS Plan"), and (c) with respect to Piccadilly Investments, LLC ("PI"), the terms and conditions of the treatment of the Claims against Interests in PI (the "PI Plan"). The provisions of the Plan, together with the provisions of the PR Plan, the PFS Plan and the PI Plan, shall be collectively referred to in this Notice as the "Joint Plan."

<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).

<sup>2</sup> All capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Joint Plan, or the Debtors' *Motion for Entry of an Order Approving (I) the Disclosure Statement, and (II) with respect to the Joint Plan of Reorganization of Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, (A) the Confirmation Hearing Notice, the Manner of Mailing and Service of the Solicitation Package and Notice to Non-Voting Classes, (B) the Procedures for Voting and Tabulation of Ballots, (C) the Forms of Ballots, and (D) the Procedures for Allowing Claims for Voting Purposes* (the "Confirmation Procedures Motion") (Docket #\_\_\_).

**PLEASE TAKE FURTHER NOTICE** that, on \_\_\_\_\_, 2013, after notice and a hearing, pursuant to Section 1125 of the Bankruptcy Code, the Bankruptcy Court entered an Order approving the Disclosure Statement as providing adequate information for the Holders of Claims and Interests to make a decision as to whether to accept or reject the Joint Plan. In addition, the Bankruptcy Court entered an Order approving (among other things) this Notice, the manner of mailing and service of the *Order Approving (I) the Disclosure Statement, and (II) with respect to the Joint Plan of Reorganization, (A) the Confirmation Hearing Notice and the manner of mailing and service of the Solicitation Package and this Confirmation Notice, (B) the Voting Agent and the Procedures for Voting and Tabulation of Ballots, (C) the Forms of Ballots, and (D) the Procedures for Allowing Claims for Voting Purposes* (Docket #\_\_) (the “Confirmation Procedures Order”). **Pursuant to the Confirmation Procedures Order, in order to be counted, a completed and executed Ballot with respect to voting on the Joint Plan must be actually received by the Voting Agent no later than \_\_\_\_\_ 2013, at 5:00 p.m. (Prevailing Central Time) (the “Voting Deadline”).** No Ballot received by facsimile, by e-mail, or after the Voting Deadline will be counted unless otherwise accepted and disclosed by the Debtors or ordered by the Bankruptcy Court.

**PLEASE TAKE FURTHER NOTICE** that:

1. A hearing (the "Confirmation Hearing") will be held before the Honorable Robert Summerhays, United States Bankruptcy Judge, at the United States Bankruptcy Court, Western District of Louisiana, Lafayette Division, 214 Jefferson Street, Suite 100, Lafayette, Louisiana 70501-7050 (the “Bankruptcy Court Room”), on \_\_\_\_\_, at \_\_\_\_ a.m. (Prevailing Central Time), or as soon thereafter as counsel may be heard, to consider the entry of an order, among other things, confirming the Joint Plan under section 1129 of the Bankruptcy Code.

In accordance with the Confirmation Procedures Order, you should receive copies of the Solicitation Package<sup>3</sup> if you are the Holder of a Claim against any of the Debtors or if you are the Holder of an Interest in Piccadilly Restaurants, LLC; provided, however, because the deadline for filing Proofs of Claim was March 15, 2013 (the “Bar Date”) (Docket #477), the Solicitation Package will not be served on any Holder with respect to a Claim that is listed on the Debtors’ Schedules of Assets of Liabilities (Docket #269) as being contingent, disputed, or unliquidated (a “Disputed Scheduled Claim”) unless (a) a Proof of Claim was Filed with respect to such Disputed Scheduled Claim before the Bar Date, or (b) a Proof of Claim was deemed timely Filed by an order of the Bankruptcy Court before the Voting Deadline. Further, the Debtors will not serve the Solicitation Package on the Holders of Claims and Interests in the Non-Voting Classes. Instead, the Holders of Claims and Interests in the Non-Voting Classes will be served with a Notification of Non-Voting Status, which includes information on the manner in to obtain the Solicitation Package, if desired.

If you are entitled to receive a Solicitation Package and something is missing, if you wish to receive additional Solicitation Packages, or if you are not entitled to receive a Solicitation Package but you wish to receive a Solicitation Package nonetheless, you should send a written

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<sup>3</sup> The contents of the Solicitation Package are described in the Confirmation Procedures Motion.

request via U.S. mail to the Voting Agent, BMC Group, Attn: Piccadilly Restaurants, LLC, Ballot Processing, PO Box 3020, Chanhassen, MN 55317-3020, or make your request by calling the Voting Agent at 1-888-909-0100. Parties in interest can also obtain copies of the Solicitation Package (except Ballots) on BMC Group's website, which is <http://www.bmcgroup.com/piccadilly>.

2. **To be counted, your completed and executed Ballot to accept or reject the Joint Plan must be actually received by the Voting Agent on or before the Voting Deadline. The Voting Deadline is \_\_\_\_\_, 2013, at 5:00 p.m. (Prevailing Central Time).** In accordance with the Confirmation Procedures Order, Ballots may be delivered to the Voting Agent, BMC Group, Inc., via U.S. mail to the Voting Agent, BMC Group, Attn: Piccadilly Restaurants, LLC, Ballot Processing, PO Box 3020, Chanhassen, MN 55317-3020 (if by U.S. Mail), or BMC Group, Inc. Attn: Piccadilly Restaurants, LLC, Ballot Processing, 18675 Lake Drive East, Chanhassen, MN 55317 (if by overnight delivery, such as Federal Express). In addition, any completed Ballot that is received on or before the Voting Deadline will not be counted if such Ballot either (a) does not indicate an acceptance or a rejection of the Joint Plan, or (b) is not signed.

3. Objections, if any, to the Confirmation of the Joint Plan (other than objections that arise based on the balloting and tabulation results on the Joint Plan), any of the other relief sought by the Debtors in connection with the Confirmation of the Joint Plan, must (a) be in writing and state with particularity the basis and nature of any such objection, (b) state the name and address of the objecting party, and the nature of the Claim of such party, and (c) be filed with the Bankruptcy Court **no later than \_\_\_\_\_ 2013 (the "Objection Deadline")**. ANY OBJECTION TO THE CONFIRMATION OF THE JOINT PLAN THAT IS NOT FILED ON OR BEFORE THE OBJECTION DEADLINE MAY NOT BE CONSIDERED.

4. In accordance with Bankruptcy Rule 2002(c)(3), set forth below are the injunctions contained at Section 11.2 of the Joint Plan:

**Except as otherwise expressly provided in the Joint Plan or the Confirmation Order, as of the Effective Date, any Entity that has held, currently holds or may hold a Claim or other debt, liability, or Interest that is discharged, released, waived, settled or deemed satisfied in accordance with the Joint Plan will be permanently enjoined from taking any of the following actions on account of any such Claims, debts, liabilities, or Interests: (a) commencing or continuing in any manner any action or Cause of Action or other proceeding against the Debtors, the Reorganized Debtors, the Estates, or the property of any of them, other than to enforce any right that does not comply with, or is inconsistent with, the provisions of the Joint Plan; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtors, the Reorganized Debtors, the Estates, or the property of any of them, other than as permitted pursuant to (a) above; (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors, the Reorganized Debtors, the Estates, or the property of any of them, other than as permitted pursuant to (a) above; (d) asserting a setoff, right of subrogation or recoupment of any kind**

**against any debt, liability or obligation due to the Debtors, Reorganized Debtors, the Estates, or the property of any of them; and (e) commencing or continuing any action or Cause of Action, in any manner, in any place that does not comply with or is inconsistent with the Joint Plan.**

5. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by an announcement in the Bankruptcy Court, or posting notice of such adjournment in the Bankruptcy Court Room on the date scheduled for the Confirmation Hearing.

Dated: \_\_\_\_\_, 2013

**BY ORDER OF THE HONORABLE ROBERT SUMMERHAYS**

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Attorneys for Piccadilly Restaurants, LLC  
Piccadilly Food Service, LLC and  
Piccadilly Investments, LLC, the Debtors

# **Exhibit B**



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

**NOTICE OF (I) APPROVAL OF THE DISCLOSURE STATEMENT,  
(II) NON-VOTING STATUS FOR THE JOINT CHAPTER 11 PLAN OF REORGANIZATION  
FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY FOOD SERVICES, LLC AND  
PICCADILLY INVESTMENTS, LLC JOINTLY PROPOSED BY THE DEBTORS AND  
YUCAIPA CORPORATE INITIATIVES FUND I, L.P., AND (III) HEARING TO  
CONSIDER CONFIRMATION OF THE JOINT PLAN OF REORGANIZATION**

**PLEASE TAKE NOTICE** that, on July 8, 2013, the (a) *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC* was jointly filed by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the "Plan"), and (b) the Debtors filed that certain *Joint Disclosure Statement for the Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC* (Docket #\_\_\_\_) (as it may be amended, the "Disclosure Statement"). The Plan includes (a) with respect to Piccadilly Restaurants, LLC ("PR"), the treatment of the Claims against and Interests in PR (the "PR Plan"), (b) with respect to Piccadilly Food Services, LLC ("PFS"), the treatment of the Claims against Interests in PFS (the "PFS Plan"), and (c) with respect to Piccadilly Investments, LLC ("PI"), the treatment of the Claims against and Interests in PI (the "PI Plan"). **The provisions of the Plan, together with the provisions of the PR Plan, the PFS Plan and the PI Plan, shall be collectively referred to in this Notice as the "Joint Plan."**

**PLEASE TAKE FURTHER NOTICE** that, on \_\_\_\_\_, 2013, after notice and a hearing, pursuant to section 1125 of the Bankruptcy Code, the Bankruptcy Court entered an Order approving the Disclosure Statement as providing adequate information for the holders of Claims and Interests to make a decision as to whether to accept or reject the Joint Plan. In addition, the Bankruptcy Court entered an Order approving (among other things) this Notice, in addition to the manner of mailing and service of the *Order Approving (I) the Disclosure Statement, and (II) with regarding the Joint Plan of Reorganization of Piccadilly Restaurants, LLC, Piccadilly Food Service, LLC, and Piccadilly Investments, LLC, (A) the Confirmation Hearing Notice and the manner of mailing and service of the Solicitation Package or the Notice of Non-Voting Status, (B) the Voting Agent and the Procedures for Voting and Tabulation of*

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<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).

*Ballots, (C) the Forms of Ballots, and (D) the Procedures for Allowing Claims for Voting Purposes (the "Confirmation Procedures Order") (Docket # \_\_\_\_).*<sup>2</sup>

1. **Other Priority Claims in PR Class 1.** Section 4.1 of the Joint Plan provides that, unless otherwise agreed in a written agreement by and between the Holder of an Other Priority Claim and the Plan Sponsors, on the Effective Date, in full satisfaction of the Holder's Other Priority Claim, each Holder of an Other Priority Claim will receive Cash in an amount equal to the Allowed amount of such Holder's Other Priority Claim. If the Holder's Other Priority Claim is Allowed on or before the Effective Date, the Disbursing Agent will make the Distribution to such Holder within fifteen (15) days of the Effective Date. If, however, the Holder's Other Priority Claim is not Allowed on or before the Effective Date, the Disbursing Agent will make the Distribution to such Holder within fifteen (15) days after the earlier of the date on which (a) an Order allowing the Other Priority Claim becomes a Final Order, or (b) execution of a Stipulation Regarding the Amount and Nature of the Claim.
2. **Other Priority Claims in PFS Class 1.** Section 5.1 of the Joint Plan provides for the same treatment of Other Priority Claims against PFS in PFS Class 1, if any, as the treatment that is provided to the Other Priority Claims in PR Class 1.
3. **Other Priority Claims in PI Class 1.** Section 6.1 of the Joint Plan provided for the same treatment of Other Priority Claims against PI in PI Class 1, if any, as the treatment that is provided to the Other Priority Claims in PR Class 1.
4. **Other Secured Claims in PR Class 2.** Section 4.2 of the Joint Plan provides that, except as otherwise agreed, in writing, by the Holder of an Other Secured Claim and the Plan Sponsors, on the Effective Date, each Holder of an Allowed Other Secured Claim will be entitled to receive treatment on account of such Allowed Other Secured Claim in the manner set forth in either Option A or B below, at the election of the Plan Sponsors. The Plan Sponsors will be deemed to have elected Option B, except with respect to any Allowed Other Secured Claim as to which the it elects Option A in a certification Filed within fifteen (15) days before the commencement of the Confirmation Hearing.

Option A: Each Holder with an Allowed Claim in Option A will receive, in satisfaction of its Allowed Claim, Cash equal to the Allowed amount of such Claim, and will release all Liens on any Collateral in exchange for the receipt of such Cash.

Option B: Each Holder with an Allowed Claim in Option B will be otherwise Unimpaired within the meaning of section 1123 of the Bankruptcy Code.
5. **Other Secured Claims in PFS Class 2.** Section 5.2 of the Joint Plan provides for the same treatment of Other Secured Claims against PFS in PFS Class 2, if any, as the treatment that is provided to Other Secured Claims in PR Class 2.

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<sup>2</sup> Unless otherwise noted herein, capitalized terms used in this Notice shall have the meaning ascribed to them in the Joint Plan or the Confirmation Procedures Order.

6. **Other Secured Claims in PI Class 2.** Section 6.2 of the Joint Plan provides for the same treatment of Other Secured Claims against PI in PI Class 2, if any, as the treatment that is provided to Other Secured Claims in PR Class 2.
7. **Litigation Claims in PR Class 6.** Section 4.6 of the Joint Plan provides that Litigation Claims scheduled on **Plan Exhibit 1.76** will not be discharged, and the legal, equitable and contractual rights that are the basis of such Litigation Claim shall be unaltered by the Joint Plan.
8. **Interests in PFS Class 5.** The Joint Plan provides, at Section 5.5, that it will not alter any of the legal, equitable or contractual rights of any Holder of Interests in PFS.
9. **Interests in PI Class 5.** The Joint Plan provides, at Section 6.4, that it will not alter any of the legal, equitable or contractual rights of any Holder of Interests in PI.

**PLEASE TAKE FURTHER NOTICE** that if you disagree with the classification of your Claim or Interest as Non-Voting, you may request a Ballot by sending a written request to the Voting Agent, BMC Group, Inc.:

| <b>By U.S. Mail:</b>   | <b>By Delivery or Courier:</b>  |
|--|---|
| <b>BMC Group, Inc.</b><br><b>Attn: Piccadilly Restaurants, LLC</b><br><b>Ballot Processing</b><br><b>PO Box 3020</b><br><b>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.</b><br><b>Attn: Piccadilly Restaurants, LLC</b><br><b>Ballot Processing</b><br><b>18675 Lake Drive East</b><br><b>Chanhassen, MN 55317</b> |

You may also contact the Voting Agent by telephone at **1-888-909-0100**. You can also obtain copies of the Solicitation Package (except Ballots) on BMC Group's website, which is <http://www.bmcgroup.com/piccadilly>, or by contacting the Voting Agent at the addresses or phone number listed above.

**PLEASE TAKE FURTHER NOTICE** that:

1. A hearing (the "Confirmation Hearing") will be held before the Honorable Robert Summerhays, United States Bankruptcy Judge, at the United States Bankruptcy Court, Western District of Louisiana, Lafayette Division, 214 Jefferson Street, Suite 100, Lafayette, Louisiana 70501-7050 (the "Bankruptcy Court Room"), on \_\_\_\_\_, at \_\_\_\_ a.m. (Prevailing Central Time), or as soon thereafter as counsel may be heard, to consider the entry of an order, among other things, confirming the Joint Plan under section 1129 of the Bankruptcy Code.

2. Objections, if any, to the Confirmation of the Joint Plan (other than objections that arise based on the balloting and tabulation results on the Joint Plan), any of the other relief sought by the Debtors in connection with the Confirmation of the Joint Plan, must (a) be in writing and state with particularity the basis and nature of any such objection, (b) state the name and address of the objecting party, and the nature of the Claim of such party, and (c) be filed with the Bankruptcy Court **no later than \_\_\_\_\_ 2013 (the "Objection Deadline")**. ANY OBJECTION TO THE CONFIRMATION OF THE JOINT PLAN THAT IS NOT FILED ON OR BEFORE THE OBJECTION DEADLINE MAY NOT BE CONSIDERED.

3. In accordance with Bankruptcy Rule 2002(c)(3), set forth below are the injunctions contained at Section 11.2 of the Joint Plan:

Except as otherwise expressly provided in the Joint Plan or the Confirmation Order, as of the Effective Date, any Entity that has held, currently holds or may hold a Claim or other debt, liability, or Interest that is discharged, released, waived, settled or deemed satisfied in accordance with the Joint Plan will be permanently enjoined from taking any of the following actions on account of any such Claims, debts, liabilities, or Interests: (a) commencing or continuing in any manner any action or Cause of Action or other proceeding against the Debtors, the Reorganized Debtors, the Estates, or the property of any of them, other than to enforce any right that does not comply with, or is inconsistent with, the provisions of the Joint Plan; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtors, the Reorganized Debtors, the Estates, or the property of any of them, other than as permitted pursuant to (a) above; (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors, the Reorganized Debtors, the Estates, or the property of any of them, other than as permitted pursuant to (a) above; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtors, Reorganized Debtors, the Estates, or the property of any of them; and (e) commencing or continuing any action or Cause of Action, in any manner, in any place that does not comply with or is inconsistent with the Joint Plan.

4. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by an announcement in the Bankruptcy Court, or posting notice of such adjournment in the Bankruptcy Court Room on the date scheduled for the Confirmation Hearing.

Dated: \_\_\_\_\_, 2013.

**BY ORDER OF THE HONORABLE ROBERT SUMMERHAYS**

**R. PATRICK VANCE (LA 13008)**  
**ELIZABETH J. FUTRELL (LA 05863)**  
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**Attorneys for Piccadilly Restaurants, LLC**  
**Piccadilly Food Service, LLC and**  
**Piccadilly Investments, LLC,**  
**the Debtors and Debtors-in-possession**

# Exhibit C

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

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\*  
\*  
\*  
\*  
\*  
\*

CASE NO. 12-51127

(JOINT ADMINISTRATION)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY HOLDERS OF ATALAYA SECURED CLAIM  
AGAINST PICCADILLY RESTAURANTS, LLC**

**THE VOTING DEADLINE TO ACCEPT OR  
REJECT THE PLAN IS 5:00 P.M.,  
PREVAILING CENTRAL TIME, ON  
\_\_\_\_\_, 2013.**

This Ballot is submitted to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC*, dated as of July 8, 2013, by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the “Plan”), as described in the accompanying Disclosure Statement, also dated as of July 8, 2013 (Docket # \_\_\_\_ ) (as it may be amended, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.** The Plan includes specific treatment for treatment of Claims against Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 2 (Atalaya Secured Claims against Piccadilly Restaurants, LLC). **The PR Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is received by the Voting Deadline indicated above.

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at one of the following address:

| By U.S. Mail:  | By Delivery or Courier:   |
|--|---|
| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

3. **Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
4. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
6. If you hold Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting an Atalaya Secured Claim in PR Class 2 against Piccadilly Restaurants, LLC.**
7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS BY FACSIMILE OR EMAIL TRANSMISSION**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.**

**PLEASE READ THE VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Voting.** The undersigned, a holder of an Atalaya Secured Claim in PR Class 2 against **Piccadilly Restaurants, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

☐ **Accept** the Joint Plan.

☐ **Reject** the Joint Plan.

Amount as of \_\_\_\_\_, 2013, the Voting Record Date: \$ \_\_\_\_\_

**EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, THE BANKRUPTCY CASES, THE DISCLOSURE STATEMENT OR THE JOINT PLAN; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6 OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST A RELEASED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.**

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of an Atalaya Secured Claim against Piccadilly Restaurants, LLC, in the amount set forth above, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does



**Ballot PR 2: For use by Holders of Atalaya Secured Claims (PR Class 2); Piccadilly Restaurants, LLC**

not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast as to the Joint Plan.

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Name

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Signature

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If by Authorized Agent, Name and Title

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Name of Institution

---

SSN/TIN

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Street Address

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City, State, Zip Code

---

Telephone Number

---

Date Completed

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

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CASE NO. 12-51127

(JOINT ADMINISTRATION)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY HOLDERS OF ATALAYA SECURED CLAIMS  
AGAINST PICCADILLY FOOD SERVICES, LLC**

**THE VOTING DEADLINE TO ACCEPT OR  
REJECT THE PLAN IS 5:00 P.M.,  
PREVAILING CENTRAL TIME, ON  
\_\_\_\_\_, 2013.**

This Ballot is submitted to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC*, dated as of July 8, 2013, by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the “Plan”), as described in the accompanying Disclosure Statement, also dated as of July 8, 2013 (Docket #\_\_\_\_) (as it may be amended, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.** The Plan also includes specific treatment of Claims against Piccadilly Restaurants, LLC (the “PFS Plan”), including PFS Class 2 (Atalaya Secured Claim against Piccadilly Food Services, LLC). **The PFS Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is received by the Voting Deadline indicated above.

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at one of the following address:

| By U.S. Mail:  | By Delivery or Courier:   |
|--|---|
| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

3. **Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
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6. If you hold Claims in more than one voting Class, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting an Atalaya Secured Claim in PFS Class 2 against Piccadilly Food Services, LLC.**
7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS  
BY FACSIMILE OR EMAIL TRANSMISSION**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST  
YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING  
THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL  
THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.**

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
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**Item 1. Voting.** The undersigned, a holder of an Atalaya Secured Claim in PFS Class 2 against **Piccadilly Food Services, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

☐ **Accept** the Joint Plan.

☐ **Reject** the Joint Plan.

Amount as of \_\_\_\_\_, 2013, the Voting Record Date: \$ \_\_\_\_\_

**EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, THE BANKRUPTCY CASES, THE DISCLOSURE STATEMENT OR THE JOINT PLAN; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6 OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST A RELEASED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.**

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of an Atalaya Secured Claim against Piccadilly Food Services, LLC, in the amount set forth above, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does

not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast.

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Name

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Signature

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If by Authorized Agent, Name and Title

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Name of Institution

---

SSN/TIN

---

Street Address

---

City, State, Zip Code

---

Telephone Number

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UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

\*  
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\*  
\*  
\*  
\*  
\*

CASE NO. 12-51127

(JOINT ADMINISTRATION)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY HOLDERS OF ATALAYA SECURED CLAIMS  
AGAINST PICCADILLY INVESTMENTS, LLC**

**THE VOTING DEADLINE TO ACCEPT OR  
REJECT THE PLAN IS 5:00 P.M.,  
PREVAILING CENTRAL TIME, ON  
\_\_\_\_\_, 2013.**

This Ballot is submitted to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC*, dated as of July 8, 2013, by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the “Plan”), as described in the accompanying Disclosure Statement, also dated as of July 8, 2013 (Docket #\_\_\_\_) (as it may be amended, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.** The Plan includes specific treatment for treatment of Claims against Piccadilly Investments, LLC (the “PI Plan”), including PI Class 2 (Atalaya Secured Claims against Piccadilly Investments, LLC). **The PI Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is received by the Voting Deadline indicated above.

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at one of the following address:

| By U.S. Mail:  | By Delivery or Courier:   |
|--|---|
| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

3. **Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
4. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
6. If you hold Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting an Atalaya Secured Claim in PI Class 2 against Piccadilly Investments, LLC.**
7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS  
BY FACSIMILE OR EMAIL TRANSMISSION**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST  
YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING  
THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL  
THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.**

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
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PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Voting.** The undersigned, a holder of an Atalaya Secured Claim in PI Class 2 against **Piccadilly Investments, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

☐ **Accept** the Joint Plan.

☐ **Reject** the Joint Plan.

Amount as of \_\_\_\_\_, 2013, the Voting Record Date: \$ \_\_\_\_\_

**EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, THE BANKRUPTCY CASES, THE DISCLOSURE STATEMENT OR THE JOINT PLAN; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6 OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST A RELEASED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.**

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of an Atalaya Secured Claim against Piccadilly Investments, LLC, in the amount set forth above, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does



**Ballot PI 2: For use by Holders of Atalaya Secured Claims (PI Class 2); Piccadilly Investments, LLC**

not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast as to the Joint Plan.

---

Name

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

SSN/TIN

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Date Complete

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

\* CASE NO. 12-51127  
\*  
\* (JOINT ADMINISTRATION)  
\*  
\* CHAPTER 11  
\*  
\* JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY HOLDERS OF CONVENIENCE CLAIMS  
AGAINST PICCADILLY RESTAURANTS, LLC**

**THE VOTING DEADLINE TO ACCEPT  
OR REJECT THE JOINT PLAN IS 5:00  
P.M., PREVAILING CENTRAL TIME, ON  
\_\_\_\_\_, 2013.**

This Ballot is submitted to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC*, dated as of July 8, 2013, by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the “ Plan”), as described in the accompanying Disclosure Statement, also dated as of July 8, 2013 (Docket #\_\_\_\_) (as it may be amended, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.** The Plan includes specific treatment of Claims against Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 4 (Convenience Claims against Piccadilly Restaurants, LLC). **The PR Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is received by the Voting Deadline indicated above.

**VOTING INFORMATION AND INSTRUCTIONS  
FOR COMPLETING THE BALLOT**

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at one of the following address:

| <b>By U.S. Mail:</b>   | <b>By Delivery or Courier:</b>  |
|--|---|
| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

**Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.

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6. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

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BY FACSIMILE OR EMAIL TRANSMISSION**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST  
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THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.**

PLEASE READ THE VOTING INFORMATION AND  
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PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT"  
NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS  
NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT  
WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Voting.** The undersigned, a Holder of a Convenience Claim in PR Class 4 against **Piccadilly Restaurants, LLC**, in the amount set forth below, votes all such Claims to (check one box):

☐ **Accept** the Joint Plan. ☐ **Reject** the Joint Plan.

Amount as of \_\_\_\_\_, 2013, the Voting Record Date: \$ \_\_\_\_\_

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, THE BANKRUPTCY CASES, THE DISCLOSURE STATEMENT OR THE JOINT PLAN; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6 OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST A RELEASED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.

**Ballot PR 4: For use by Holders of Convenience Claims  
against Piccadilly Restaurants, LLC (PR Class 4)**

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of an Intercompany Claim, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of a Convenience Claim against Piccadilly Restaurants, LLC. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast.

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Name

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Signature

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If by Authorized Agent, Name and Title

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Name of Institution

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Street Address

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City, State, Zip Code

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Telephone Number

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Date Completed

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

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CASE NO. 12-51127

(JOINT ADMINISTRATION)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY HOLDERS OF GENERAL UNSECURED CLAIMS  
AGAINST PICCADILLY RESTAURANTS, LLC**

**THE VOTING DEADLINE TO ACCEPT OR  
REJECT THE PLAN IS 5:00 P.M.,  
PREVAILING CENTRAL TIME, ON  
\_\_\_\_\_, 2013.**

This Ballot is submitted to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC*, dated as of July 8, 2013, by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the “Plan”), as described in the accompanying Disclosure Statement, also dated as of July 8, 2013 (as it may be amended, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the (Docket # \_\_\_\_\_) attached instructions that are not otherwise defined have the meanings given to them in the Plan.** The Plan also includes specific treatment of Claims against Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 5. The Plan includes specific treatment for treatment of Claims against Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 5 (General Unsecured Claims against Piccadilly Restaurants). **The PR Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is received by the Voting Deadline indicated above.

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Item 2 of the Ballot permits you to elect to reduce the amount your General Unsecured Claim against Piccadilly Restaurants, LLC in PR Class 5 to the amount of \$2,500 for the purposes of Distributions under the Joint Plan. If you make this election, you will forego any right to Distributions on account of holding a General Unsecured Claim against Piccadilly Restaurants, LLC in PR Class 5 of the Joint Plan, and instead will be entitled to receive only a Distribution as the Holder of a PR Class 4 Convenience Class Claim. Pursuant to the Joint Plan, the Holders of Allowed Convenience Claims in PR Class 4 will receive Cash equal to 100% of the Allowed amount of their PR Class 4 Claim, not to exceed the amount of \$2,500.
3. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at one of the following address:

| By U.S. Mail:  | By Delivery or Courier:   |
|--|---|
| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

4. **Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
5. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim or Interest.
6. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
7. If you hold Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting General Unsecured Claims in PR Class 5 against Piccadilly Restaurants, LLC in the Joint Plan.**
8. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY  
THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS BY FACSIMILE  
OR EMAIL TRANSMISSION**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST  
YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING  
THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL  
THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.**

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1 THROUGH 3. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Voting.** The undersigned, a holder of a General Unsecured Claim in PR Class 5 against **Piccadilly Restaurants, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

☐ **Accept the Joint Plan.**

☐ **Reject the Joint Plan.**

Amount as of \_\_\_\_\_, 2013, the Voting Record Date: \$ \_\_\_\_\_

**EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, THE BANKRUPTCY CASES, THE DISCLOSURE STATEMENT OR THE JOINT PLAN; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6 OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST A RELEASED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.**

**Item 2. Convenience Class Election.** I hereby elect to reduce the amount of my General Unsecured Claim in PR Class 5 to the amount of \$2,500 for the purposes of Distributions in the Bankruptcy Case. In making this election, I understand that I will forego any right to Distributions from the Joint Plan and the Bankruptcy Case on account of holding a Claim in General Unsecured Claim in PR Class 5 of the Joint Plan, and instead will be entitled to receive only a Distribution in the Bankruptcy Case on account of my Claim as a PR Class 4 Convenience Class Claim in the amount of \$2,500.

☐ **I hereby make the Convenience Class election in PR Class 4**



3. **Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of a General Unsecured Claim against Piccadilly Restaurants, LLC, in the amount set forth above, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast as to the Joint Plan.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
If by Authorized Agent, Name and Title

\_\_\_\_\_  
Name of Institution, if any

\_\_\_\_\_  
SSN/TIN

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date Completed

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

\* CASE NO. 12-51127  
\*  
\* (JOINT ADMINISTRATION)  
\*  
\* CHAPTER 11  
\*  
\* JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY THE HOLDER OF INTERESTS IN PICCADILLY RESTAURANTS, LLC**

**THE VOTING DEADLINE TO ACCEPT  
OR REJECT THE JOINT PLAN IS 5:00  
P.M., PREVAILING CENTRAL TIME, ON  
\_\_\_\_\_, 2013.**

This Ballot is submitted to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC*, as of July 8, 2013, by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the “Plan”), as described in the accompanying Disclosure Statement, also dated as of July 8, 2013 (Docket #\_\_\_\_) (as it may be amended, the “Disclosure Statement”). The Plan also includes specific treatment of Interests in Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 7. The Plan includes specific treatment for treatment of Claims against and Interests in Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 7 (Interests in Piccadilly Restaurants). **The PR Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.” Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan. The PR Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is received by the Voting Deadline indicated above.

**VOTING INFORMATION AND INSTRUCTIONS  
FOR COMPLETING THE BALLOT**

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at one of the following address:

| <b>By U.S. Mail:</b>   | <b>By Delivery or Courier:</b>  |
|--|---|
| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

**Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.

3. If you cast more than one Ballot voting the same Interest before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
4. If you hold Interests or Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Interests or Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Interests or Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting your Interests in Piccadilly Restaurants, LLC in PR Class 7 of the Joint Plan.**
5. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS  
BY FACSIMILE OR EMAIL TRANSMISSION  
IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST  
YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING  
THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL  
THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.**

**PLEASE READ THE VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

**PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.**

**Item 1. Voting.** The undersigned, a Holder of the **Interests in Piccadilly Restaurants, LLC** in PR Class 7 of the Joint Plan in the amount set forth below, votes all such Interests to (check one box):

☐ **Accept** the Joint Plan.

☐ **Reject** the Joint Plan.

Interests as of \_\_\_\_\_, 2013, the Voting Record Date: \_\_\_\_\_

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of Interests in Piccadilly Restaurants, LLC, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of Interests. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
If by Authorized Agent, Name and Title

\_\_\_\_\_  
Name of Institution

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date Completed

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

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CASE NO. 12-51127

(JOINT ADMINISTRATION)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY HOLDERS OF GENERAL UNSECURED CLAIMS  
AGAINST PICCADILLY FOOD SERVICES, LLC**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE  
PLAN IS 5:00 P.M., PREVAILING CENTRAL TIME, ON  
\_\_\_\_\_, 2013.**

This Ballot is submitted to you to solicit your vote to accept or reject the Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC, dated as of July 8, 2013, by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the "Plan"), as described in the accompanying Disclosure Statement, also dated as of July 8, 2013 (Docket #\_\_\_\_) (as it may be amended, the "Disclosure Statement"). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.** The Plan also includes specific treatment for treatment of Claims against Piccadilly Food Services, LLC (the "PFS Plan"), including PFS Class 4 (General Unsecured Claims against Piccadilly Food Services, LLC). **The PFS Plan and the Plan shall be collectively referred to in this Ballot as the "Joint Plan."**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is received by the Voting Deadline indicated above.

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at one of the following address:

| By U.S. Mail:  | By Delivery or Courier:   |
|--|---|
| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

3. **Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
4. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
6. If you hold Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting General Unsecured Claims in PFS Class 4 against Piccadilly Food Services, LLC.**
7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS BY  
FACSIMILE OR EMAIL TRANSMISSION**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST  
YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING  
THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL  
THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.**

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Voting.** The undersigned, a holder of a General Unsecured Claim in PFS Class 4 against **Piccadilly Food Services, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

☐ **Accept** the Joint Plan. ☐ **Reject** the Joint Plan.

Amount as of \_\_\_\_\_, 2013, the Voting Record Date: \$ \_\_\_\_\_

**EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, THE BANKRUPTCY CASES, THE DISCLOSURE STATEMENT OR THE JOINT PLAN; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6 OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST A RELEASED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.**

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of a General Unsecured Claim against Piccadilly Food Services, LLC, in the amount set forth above, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast.

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Name

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution, if applicable

---

SSN/TIN

---

Street Address

---

City, State, Zip Code

---

Telephone Number

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UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

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CASE NO. 12-51127

(JOINT ADMINISTRATION)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY HOLDERS OF GENERAL UNSECURED CLAIMS  
AGAINST PICCADILLY INVESTMENTS, LLC**

**THE VOTING DEADLINE TO ACCEPT OR  
REJECT THE PLAN IS 5:00 P.M.,  
PREVAILING CENTRAL TIME, ON  
\_\_\_\_\_, 2013.**

This Ballot is submitted to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC*, as of July 8, 2013, by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the “Plan”), as described in the accompanying Disclosure Statement, also dated as of July 8, 2013 (Docket #\_\_\_\_) (as it may be amended, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.** The Plan includes specific treatment of Claims against Piccadilly Investments, LLC (the “PI Plan”), including PI Class 4 (General Unsecured Claim against Piccadilly Investments, LLC). **The PI Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is received by the Voting Deadline indicated above.

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at one of the following address:

| By U.S. Mail:  | By Delivery or Courier:   |
|--|---|
| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

3. **Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
4. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
6. If you hold Claims in more than one voting Class, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting General Unsecured Claims in PI Class 4 against Piccadilly Investments, LLC.**
7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS  
BY FACSIMILE OR EMAIL TRANSMISSION**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST  
YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING  
THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL  
THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.**

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Voting.** The undersigned, a holder of a General Unsecured Claim in PI Class 4 against **Piccadilly Investments, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

☐ **Accept** the Joint Plan. ☐ **Reject** the Joint Plan.

Amount as of \_\_\_\_\_, 2013, the Voting Record Date: \$ \_\_\_\_\_

**EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, THE BANKRUPTCY CASES, THE DISCLOSURE STATEMENT OR THE JOINT PLAN; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6 OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST A RELEASED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.**

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of a General Unsecured Claim against Piccadilly Investments, LLC, in the amount set forth above, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does

**Ballot PI 4: For use by Holders of General Unsecured Claims (PI Class 4); Piccadilly Investments, LLC**

not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast.

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Name

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Signature

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If by Authorized Agent, Name and Title

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Name of Institution, if applicable

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SSN/TIN

---

Street Address

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City, State, Zip Code

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Telephone Number

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Date Completed

# **Exhibit 4**

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

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CASE NO. 12-51127

(JOINT ADMINISTRATION)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY HOLDERS OF ATALAYA SECURED CLAIM  
AGAINST PICCADILLY RESTAURANTS, LLC**

**THE VOTING DEADLINE TO ACCEPT OR  
REJECT THE PLAN IS 5:00 P.M.,  
PREVAILING CENTRAL TIME, ON  
\_\_\_\_\_, 2013.**

This Ballot is submitted to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC*, dated as of July 8, 2013, by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the “Plan”), as described in the accompanying Disclosure Statement, also dated as of July 8, 2013 (Docket # \_\_\_\_ ) (as it may be amended, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.** The Plan includes specific treatment for treatment of Claims against Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 2 (Atalaya Secured Claims against Piccadilly Restaurants, LLC). **The PR Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is received by the Voting Deadline indicated above.

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

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2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at one of the following address:

| By U.S. Mail:  | By Delivery or Courier:   |
|--|---|
| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

3. **Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
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5. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
6. If you hold Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting an Atalaya Secured Claim in PR Class 2 against Piccadilly Restaurants, LLC.**
7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS BY FACSIMILE OR EMAIL TRANSMISSION**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.**

**PLEASE READ THE VOTING INFORMATION AND  
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PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Voting.** The undersigned, a holder of an Atalaya Secured Claim in PR Class 2 against **Piccadilly Restaurants, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

☐ **Accept** the Joint Plan.

☐ **Reject** the Joint Plan.

Amount as of \_\_\_\_\_, 2013, the Voting Record Date: \$ \_\_\_\_\_

**EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, THE BANKRUPTCY CASES, THE DISCLOSURE STATEMENT OR THE JOINT PLAN; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6 OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST A RELEASED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.**

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of an Atalaya Secured Claim against Piccadilly Restaurants, LLC, in the amount set forth above, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does



not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast as to the Joint Plan.

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Name

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Signature

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If by Authorized Agent, Name and Title

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Name of Institution

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SSN/TIN

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Street Address

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City, State, Zip Code

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Telephone Number

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Date Completed

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

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CASE NO. 12-51127

(JOINT ADMINISTRATION)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY HOLDERS OF ATALAYA SECURED CLAIMS  
AGAINST PICCADILLY FOOD SERVICES, LLC**

**THE VOTING DEADLINE TO ACCEPT OR  
REJECT THE PLAN IS 5:00 P.M.,  
PREVAILING CENTRAL TIME, ON  
\_\_\_\_\_, 2013.**

This Ballot is submitted to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC*, dated as of July 8, 2013, by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the “Plan”), as described in the accompanying Disclosure Statement, also dated as of July 8, 2013 (Docket #\_\_\_\_) (as it may be amended, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.** The Plan also includes specific treatment of Claims against Piccadilly Restaurants, LLC (the “PFS Plan”), including PFS Class 2 (Atalaya Secured Claim against Piccadilly Food Services, LLC). **The PFS Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is received by the Voting Deadline indicated above.

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

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| By U.S. Mail:  | By Delivery or Courier:   |
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| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

3. **Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
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7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

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**Item 1. Voting.** The undersigned, a holder of an Atalaya Secured Claim in PFS Class 2 against **Piccadilly Food Services, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

☐ **Accept** the Joint Plan.

☐ **Reject** the Joint Plan.

Amount as of \_\_\_\_\_, 2013, the Voting Record Date: \$ \_\_\_\_\_

**EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, THE BANKRUPTCY CASES, THE DISCLOSURE STATEMENT OR THE JOINT PLAN; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6 OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST A RELEASED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.**

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of an Atalaya Secured Claim against Piccadilly Food Services, LLC, in the amount set forth above, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does

not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast.

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Name

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Signature

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If by Authorized Agent, Name and Title

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Name of Institution

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SSN/TIN

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Street Address

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City, State, Zip Code

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Telephone Number

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UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

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CASE NO. 12-51127

(JOINT ADMINISTRATION)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY HOLDERS OF ATALAYA SECURED CLAIMS  
AGAINST PICCADILLY INVESTMENTS, LLC**

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| By U.S. Mail:  | By Delivery or Courier:   |
|--|---|
| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

3. **Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
4. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
6. If you hold Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting an Atalaya Secured Claim in PI Class 2 against Piccadilly Investments, LLC.**
7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS  
BY FACSIMILE OR EMAIL TRANSMISSION**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST  
YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING  
THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL  
THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.**

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Voting.** The undersigned, a holder of an Atalaya Secured Claim in PI Class 2 against **Piccadilly Investments, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

☐ **Accept** the Joint Plan.

☐ **Reject** the Joint Plan.

Amount as of \_\_\_\_\_, 2013, the Voting Record Date: \$ \_\_\_\_\_

**EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, THE BANKRUPTCY CASES, THE DISCLOSURE STATEMENT OR THE JOINT PLAN; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6 OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST A RELEASED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.**

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of an Atalaya Secured Claim against Piccadilly Investments, LLC, in the amount set forth above, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does



not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast as to the Joint Plan.

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Name

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

SSN/TIN

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Date Complete

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

\* CASE NO. 12-51127  
\*  
\* (JOINT ADMINISTRATION)  
\*  
\* CHAPTER 11  
\*  
\* JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY HOLDERS OF CONVENIENCE CLAIMS  
AGAINST PICCADILLY RESTAURANTS, LLC**

**THE VOTING DEADLINE TO ACCEPT  
OR REJECT THE JOINT PLAN IS 5:00  
P.M., PREVAILING CENTRAL TIME, ON  
\_\_\_\_\_, 2013.**

This Ballot is submitted to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC*, dated as of July 8, 2013, by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the “ Plan”), as described in the accompanying Disclosure Statement, also dated as of July 8, 2013 (Docket #\_\_\_\_) (as it may be amended, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.** The Plan includes specific treatment of Claims against Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 4 (Convenience Claims against Piccadilly Restaurants, LLC). **The PR Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is received by the Voting Deadline indicated above.

**VOTING INFORMATION AND INSTRUCTIONS  
FOR COMPLETING THE BALLOT**

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at one of the following address:

| <b>By U.S. Mail:</b>   | <b>By Delivery or Courier:</b>  |
|--|---|
| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

**Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.

3. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim or Interest.
4. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
5. If you hold Claims in more than one voting Class, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting Convenience Claims against Piccadilly Restaurants, LLC in PR Class 4.**
6. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS  
BY FACSIMILE OR EMAIL TRANSMISSION**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST  
YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING  
THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL  
THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.**

PLEASE READ THE VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT"  
NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS  
NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT  
WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Voting.** The undersigned, a Holder of a Convenience Claim in PR Class 4 against **Piccadilly Restaurants, LLC**, in the amount set forth below, votes all such Claims to (check one box):

☐ **Accept** the Joint Plan. ☐ **Reject** the Joint Plan.

Amount as of \_\_\_\_\_, 2013, the Voting Record Date: \$ \_\_\_\_\_

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, THE BANKRUPTCY CASES, THE DISCLOSURE STATEMENT OR THE JOINT PLAN; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6 OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST A RELEASED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.

**Ballot PR 4: For use by Holders of Convenience Claims  
against Piccadilly Restaurants, LLC (PR Class 4)**

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of an Intercompany Claim, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of a Convenience Claim against Piccadilly Restaurants, LLC. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast.

---

Name

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Date Completed

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

\*  
\*  
\*  
\*  
\*  
\*  
\*

CASE NO. 12-51127

(JOINT ADMINISTRATION)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY HOLDERS OF GENERAL UNSECURED CLAIMS  
AGAINST PICCADILLY RESTAURANTS, LLC**

**THE VOTING DEADLINE TO ACCEPT OR  
REJECT THE PLAN IS 5:00 P.M.,  
PREVAILING CENTRAL TIME, ON  
\_\_\_\_\_, 2013.**

This Ballot is submitted to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC*, dated as of July 8, 2013, by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the “Plan”), as described in the accompanying Disclosure Statement, also dated as of July 8, 2013 (as it may be amended, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the (Docket # \_\_\_\_\_) attached instructions that are not otherwise defined have the meanings given to them in the Plan.** The Plan also includes specific treatment of Claims against Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 5. The Plan includes specific treatment for treatment of Claims against Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 5 (General Unsecured Claims against Piccadilly Restaurants). **The PR Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is received by the Voting Deadline indicated above.

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Item 2 of the Ballot permits you to elect to reduce the amount your General Unsecured Claim against Piccadilly Restaurants, LLC in PR Class 5 to the amount of \$2,500 for the purposes of Distributions under the Joint Plan. If you make this election, you will forego any right to Distributions on account of holding a General Unsecured Claim against Piccadilly Restaurants, LLC in PR Class 5 of the Joint Plan, and instead will be entitled to receive only a Distribution as the Holder of a PR Class 4 Convenience Class Claim. Pursuant to the Joint Plan, the Holders of Allowed Convenience Claims in PR Class 4 will receive Cash equal to 100% of the Allowed amount of their PR Class 4 Claim, not to exceed the amount of \$2,500.
3. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at one of the following address:

| By U.S. Mail:  | By Delivery or Courier:   |
|--|---|
| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

4. **Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
5. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim or Interest.
6. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
7. If you hold Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting General Unsecured Claims in PR Class 5 against Piccadilly Restaurants, LLC in the Joint Plan.**
8. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY  
THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS BY FACSIMILE  
OR EMAIL TRANSMISSION**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST  
YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING  
THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL  
THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.**

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1 THROUGH 3. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Voting.** The undersigned, a holder of a General Unsecured Claim in PR Class 5 against **Piccadilly Restaurants, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

☐ **Accept the Joint Plan.**

☐ **Reject the Joint Plan.**

Amount as of \_\_\_\_\_, 2013, the Voting Record Date: \$ \_\_\_\_\_

**EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, THE BANKRUPTCY CASES, THE DISCLOSURE STATEMENT OR THE JOINT PLAN; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6 OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST A RELEASED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.**

**Item 2. Convenience Class Election.** I hereby elect to reduce the amount of my General Unsecured Claim in PR Class 5 to the amount of \$2,500 for the purposes of Distributions in the Bankruptcy Case. In making this election, I understand that I will forego any right to Distributions from the Joint Plan and the Bankruptcy Case on account of holding a Claim in General Unsecured Claim in PR Class 5 of the Joint Plan, and instead will be entitled to receive only a Distribution in the Bankruptcy Case on account of my Claim as a PR Class 4 Convenience Class Claim in the amount of \$2,500.

☐ **I hereby make the Convenience Class election in PR Class 4**



3. **Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of a General Unsecured Claim against Piccadilly Restaurants, LLC, in the amount set forth above, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast as to the Joint Plan.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
If by Authorized Agent, Name and Title

\_\_\_\_\_  
Name of Institution, if any

\_\_\_\_\_  
SSN/TIN

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date Completed

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

\* CASE NO. 12-51127  
\*  
\* (JOINT ADMINISTRATION)  
\*  
\* CHAPTER 11  
\*  
\* JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY THE HOLDER OF INTERESTS IN PICCADILLY RESTAURANTS, LLC**

**THE VOTING DEADLINE TO ACCEPT  
OR REJECT THE JOINT PLAN IS 5:00  
P.M., PREVAILING CENTRAL TIME, ON  
\_\_\_\_\_, 2013.**

This Ballot is submitted to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC*, as of July 8, 2013, by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the “Plan”), as described in the accompanying Disclosure Statement, also dated as of July 8, 2013 (Docket #\_\_\_\_) (as it may be amended, the “Disclosure Statement”). The Plan also includes specific treatment of Interests in Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 7. The Plan includes specific treatment for treatment of Claims against and Interests in Piccadilly Restaurants, LLC (the “PR Plan”), including PR Class 7 (Interests in Piccadilly Restaurants). **The PR Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.” Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan. The PR Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is received by the Voting Deadline indicated above.

**VOTING INFORMATION AND INSTRUCTIONS  
FOR COMPLETING THE BALLOT**

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at one of the following address:

| <b>By U.S. Mail:</b>   | <b>By Delivery or Courier:</b>  |
|--|---|
| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

**Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.

3. If you cast more than one Ballot voting the same Interest before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
4. If you hold Interests or Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Interests or Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Interests or Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting your Interests in Piccadilly Restaurants, LLC in PR Class 7 of the Joint Plan.**
5. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS  
BY FACSIMILE OR EMAIL TRANSMISSION  
IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST  
YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING  
THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL  
THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.**

**PLEASE READ THE VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

**PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.**

**Item 1. Voting.** The undersigned, a Holder of the **Interests in Piccadilly Restaurants, LLC** in PR Class 7 of the Joint Plan in the amount set forth below, votes all such Interests to (check one box):

☐ **Accept** the Joint Plan.

☐ **Reject** the Joint Plan.

Interests as of \_\_\_\_\_, 2013, the Voting Record Date: \_\_\_\_\_

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of Interests in Piccadilly Restaurants, LLC, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of Interests. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
If by Authorized Agent, Name and Title

\_\_\_\_\_  
Name of Institution

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date Completed

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

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CASE NO. 12-51127

(JOINT ADMINISTRATION)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY HOLDERS OF GENERAL UNSECURED CLAIMS  
AGAINST PICCADILLY FOOD SERVICES, LLC**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE  
PLAN IS 5:00 P.M., PREVAILING CENTRAL TIME, ON  
\_\_\_\_\_, 2013.**

This Ballot is submitted to you to solicit your vote to accept or reject the Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC, dated as of July 8, 2013, by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the "Plan"), as described in the accompanying Disclosure Statement, also dated as of July 8, 2013 (Docket # \_\_\_\_ ) (as it may be amended, the "Disclosure Statement"). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.** The Plan also includes specific treatment for treatment of Claims against Piccadilly Food Services, LLC (the "PFS Plan"), including PFS Class 4 (General Unsecured Claims against Piccadilly Food Services, LLC). **The PFS Plan and the Plan shall be collectively referred to in this Ballot as the "Joint Plan."**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is received by the Voting Deadline indicated above.

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at one of the following address:

| By U.S. Mail:  | By Delivery or Courier:   |
|--|---|
| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

3. **Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
4. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
6. If you hold Claims in more than one voting Class of the Joint Plan, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting General Unsecured Claims in PFS Class 4 against Piccadilly Food Services, LLC.**
7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS BY  
FACSIMILE OR EMAIL TRANSMISSION**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST  
YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING  
THIS BALLOT, OR THE THESE PROCEDURES, PLEASE CALL  
THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.**

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Voting.** The undersigned, a holder of a General Unsecured Claim in PFS Class 4 against **Piccadilly Food Services, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

☐ **Accept** the Joint Plan. ☐ **Reject** the Joint Plan.

Amount as of \_\_\_\_\_, 2013, the Voting Record Date: \$ \_\_\_\_\_

**EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, THE BANKRUPTCY CASES, THE DISCLOSURE STATEMENT OR THE JOINT PLAN; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6 OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST A RELEASED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.**

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of a General Unsecured Claim against Piccadilly Food Services, LLC, in the amount set forth above, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast.

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Name

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Signature

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If by Authorized Agent, Name and Title

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Name of Institution, if applicable

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SSN/TIN

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---



UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

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CASE NO. 12-51127

(JOINT ADMINISTRATION)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR PICCADILLY RESTAURANTS, LLC, PICCADILLY  
FOOD SERVICES, LLC AND PICCADILLY INVESTMENTS, LLC, AS PROPOSED  
BY THE DEBTORS AND YUCAIPA CORPORATE INITIATIVES FUND I, L.P.,  
DATED AS OF JULY 8, 2013**

**FOR USE BY HOLDERS OF GENERAL UNSECURED CLAIMS  
AGAINST PICCADILLY INVESTMENTS, LLC**

**THE VOTING DEADLINE TO ACCEPT OR  
REJECT THE PLAN IS 5:00 P.M.,  
PREVAILING CENTRAL TIME, ON  
\_\_\_\_\_, 2013.**

This Ballot is submitted to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization for Piccadilly Restaurants, LLC, Piccadilly Food Services, LLC and Piccadilly Investments, LLC*, as of July 8, 2013, by the Debtors and Yucaipa Corporate Initiatives Fund I, L.P. (Docket #\_\_\_\_) (as it may be amended, the “Plan”), as described in the accompanying Disclosure Statement, also dated as of July 8, 2013 (Docket #\_\_\_\_) (as it may be amended, the “Disclosure Statement”). **Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.** The Plan includes specific treatment of Claims against Piccadilly Investments, LLC (the “PI Plan”), including PI Class 4 (General Unsecured Claim against Piccadilly Investments, LLC). **The PI Plan and the Plan shall be collectively referred to in this Ballot as the “Joint Plan.”**

The Joint Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Joint Plan (a) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Joint Plan, (b) is accepted by the Holders of two-thirds in amount of Interests in each Class voting on the Joint Plan, and (c) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Joint Plan if it finds that the Joint Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Joint Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., the Voting Agent, so that it is received by the Voting Deadline indicated above.

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Please indicate acceptance or rejection of the Joint Plan in the boxes provided in Item 1 of the Ballot.
2. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at one of the following address:

| By U.S. Mail:  | By Delivery or Courier:   |
|--|---|
| <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>PO Box 3020<br/>Chanhassen, MN 55317-3020</b> | <b>BMC Group, Inc.<br/>Attn: Piccadilly Restaurants, LLC<br/>Ballot Processing<br/>18675 Lake Drive East<br/>Chanhassen, MN 55317</b> |

3. **Ballots must be received by the Voting Agent by 5:00 p.m., Prevailing Central Time, on \_\_\_\_\_, 2013 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots submitted by facsimile or other electronic means will not be accepted.* If neither the "accept" nor the "reject" box is checked in Item 2, this Ballot will not be valid or counted as having been cast. Moreover, if this Ballot is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast.
4. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballot.
6. If you hold Claims in more than one voting Class, you should receive a Ballot for each category of Claims, coded by Class number and description, and a set of solicitation materials. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive. **The attached Ballot is designated only for voting General Unsecured Claims in PI Class 4 against Piccadilly Investments, LLC.**
7. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Joint Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS  
BY FACSIMILE OR EMAIL TRANSMISSION**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST  
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THE VOTING AGENT, BMC GROUP, INC., AT 1-888-909-0100.**

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Voting.** The undersigned, a holder of a General Unsecured Claim in PI Class 4 against **Piccadilly Investments, LLC**, in the amount set forth below, votes the full amount of such Claim to (check one box below):

☐ **Accept** the Joint Plan. ☐ **Reject** the Joint Plan.

Amount as of \_\_\_\_\_, 2013, the Voting Record Date: \$ \_\_\_\_\_

**EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE JOINT PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THE JOINT PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE DEBTORS, THEIR PROPERTIES, THE BANKRUPTCY CASES, THE DISCLOSURE STATEMENT OR THE JOINT PLAN; PROVIDED, HOWEVER, THAT NOTHING IN SECTION 11.6 OF THE JOINT PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THE JOINT PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE JOINT PLAN OR ASSUMED PURSUANT TO THE JOINT PLAN, OR (B) ANY CLAIM OR RIGHT AGAINST A RELEASED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.**

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned (a) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, and (b) certifies that the undersigned is the Holder of a General Unsecured Claim against Piccadilly Investments, LLC, in the amount set forth above, as of \_\_\_\_\_, 2013, the Voting Record Date, or has the power to vote to accept or reject the Joint Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does

**Ballot PI 4: For use by Holders of General Unsecured Claims (PI Class 4); Piccadilly Investments, LLC**

not indicate either acceptance or rejection of the Joint Plan, this Ballot will not be valid or counted as having been cast.

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Name

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Signature

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If by Authorized Agent, Name and Title

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Name of Institution, if applicable

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SSN/TIN

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Date Completed