




SO ORDERED.

SIGNED July 8, 2013.

  
ROBERT SUMMERHAYS  
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

IN RE:

PICCADILLY RESTAURANTS, LLC,  
*ET AL.*,

DEBTORS

\* CASE NO. 12-51127  
\*  
\* (JOINT ADMINISTRATION)<sup>1</sup>  
\*  
\* CHAPTER 11  
\*  
\* JUDGE ROBERT SUMMERHAYS

**ORDER APPROVING SECOND STIPULATION BY AND BETWEEN  
PICCADILLY RESTAURANTS, LLC AND CIRCUS PROPERTY II, LLC,  
AS MANAGING AGENT, EXTENDING THE SECTION 365(d)(4) DEADLINE**

Upon consideration of the *Second Stipulation by and between Piccadilly Restaurants, LLC and Circus Property II, LLC, Extending the Section 365(d)(4) Deadline* (the “Stipulation”) (Docket #902), a copy of which is attached hereto as **Exhibit 1**; and upon the *Sixth Motion for an*

<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).

*Order, Pursuant to Section 365 of the Bankruptcy Code, Authorizing the Debtors to (1) Assume Certain Unexpired Leases of Nonresidential Real Property, and (2) Satisfy Cure Amounts in Respect Thereof* (Docket #899) filed herein on June 27, 2013, by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”),<sup>2</sup> and upon the record of these chapter 11 cases and due deliberation thereon, and good and sufficient cause appearing therefor,

**IT IS ORDERED** that the Stipulation is approved; and

**IT IS FURTHER ORDERED** that this Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

###

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

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

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

# **Exhibit 1**

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

SECOND STIPULATION BY AND BETWEEN PICCADILLY  
RESTAURANTS, LLC, AND CIRCUS PROPERTY II, LLC,  
EXTENDING THE SECTION 365(d)(4) DEADLINE

Piccadilly Restaurants, LLC, a Delaware limited liability company (the "Tenant"), one of the above captioned title 11 debtors and debtors-in-possession, and Circus Property II, LLC, a Delaware limited liability company (the "Landlord" and, together with the Tenant, the "Parties"), pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the "Bankruptcy Code") hereby stipulate (the "Second Stipulation"), as follows:

RECITALS

WHEREAS, on September 11, 2012 (the "Petition Date"), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Code for the Western District of Louisiana, Lafayette Division (the "Bankruptcy Court");

WHEREAS, the Debtors continue to operate their businesses and manage their properties as debtors-in-possession as authorized by sections 1102(a) and 1108 of the

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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).

Bankruptcy Code;

WHEREAS, the Tenant and Landlord are parties to that certain Master Lease, made as of July 31, 2001 (the "Lease"), covering certain nonresidential real properties described in the Lease;

WHEREAS, the initial 120-day deadline (the "Assumption Deadline") for the Debtors to assume or reject the Lease was extended by 90-days, or to April 9, 2013, by Order of the Bankruptcy Court entered on December 19, 2012 (Docket #416), which order granted the Debtors' *Motion for an Order Extending Time to Assume or Reject Unexpired Nonresidential Leases of Real Property* (Docket #305).

WHEREAS, section 365(4)(B)(ii) of the Bankruptcy Code provides that if the Bankruptcy Court grants an initial 90-day extension of the Assumption Deadline, the Bankruptcy Court may grant a subsequent extension only upon the prior written consent of the lessor;

WHEREAS, the Parties entered into a Stipulation extending the Assumption Deadline that was filed on the docket of the Bankruptcy Court on March 12, 2013 (Docket #572) (the "Original Stipulation"), which Original Stipulation was approved by the Bankruptcy Court pursuant to an Order entered on March 14, 2013 (Docket #594); and

WHEREAS, the Parties have agreed to extend the current deadline to assume or reject that is set forth in the Original Stipulation (the "Current Deadline") pursuant to the terms of this Second Stipulation;

NOW THEREFORE, the Parties hereby stipulate and agree, pursuant to section 365(d)(4) of the Bankruptcy Code, as follows:

1. Upon the entry of an order approving this Second Stipulation, the Current

Deadline for the Lease shall be extended through and including the earlier of (a) confirmation of any chapter 11 plan, and (b) August 31, 2013, on the terms and conditions set forth herein and without prejudice to the Parties' right to agree (in writing) to and request a further extension of such deadline.

2. Nothing contained in this Second Stipulation shall be construed to provide written consent for any extension beyond that set forth herein, and any further extension of the time to assume or reject the Lease will require separate written consent by the Landlord.

3. Nothing contained in this Second Stipulation shall be construed as an agreement by the Landlord to assume or assume and assign the Lease, and, other than as set forth herein, the Parties do not waive any of their rights under section 365 of the Bankruptcy Code, including, but not limited to, timely payment of all post-petition Lease rent and charges as required by section 365(d)(3) of the Bankruptcy Code.

4. This Second Stipulation is intended by the Parties to be binding upon their successors, agents, and assigns, including bankruptcy trustees and estate representatives, and any parent, subsidiary and affiliated entity of each Party.

5. This Second Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same document.

6. The Parties consent to the exclusive jurisdiction of the Bankruptcy Court for all matters concerning this Second Stipulation, to the fullest extent the Bankruptcy Court has jurisdiction under 28 U.S.C. §1334.

7. This Second Stipulation is subject to Bankruptcy Court approval.

8. The Bankruptcy Court shall retain jurisdiction to interpret, enforce, and resolve any disputes arising under or related to this Second Stipulation. Any motion or application brought before the Bankruptcy Court to resolve any dispute arising under or related to this Stipulation shall be brought on proper notice in accordance with the relevant Bankruptcy Rules and the Local Rules of the Bankruptcy Court.

9. This Second Stipulation shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede any previous negotiations, commitments, writings, orders, or judgments with respect to such subject matter and no provision of this Second Stipulation may be changed except by a written instrument executed by the Parties.

10. The person who executes this Second Stipulation on behalf of each respective Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Second Stipulation on behalf of such Party.

11. It is acknowledged that each Party has participated in and jointly consented to the drafting of this Second Stipulation and that any claimed ambiguity shall not be construed for or against either Party on account of such drafting.

**AGREED AND ACCEPTED:**

**CIRCUS PROPERTY II, LLC (Landlord)**

By: *Circus Equity II, LLC, member managed*

BY: *[Signature]*

NAME: David Silvers

ITS: Vice President

DATE: June 26, 2013

(N2658046.1)

**AGREED AN ACCEPTED:**

**PICCADILLY RESTAURANTS, LLC (Tenant)**

BY: 

NAME: Thomas F. Sandeman

ITS: Chief Executive Officer

DATE: June 26, 2013

(N2658046.1)

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United States Bankruptcy Court  
Western District of Louisiana

In re:  
Piccadilly Restaurants, LLC  
Debtor

Case No. 12-51127-RRS  
Chapter 11

**CERTIFICATE OF NOTICE**

District/off: 0536-4

User: lchamp  
Form ID: pdf8

Page 1 of 2  
Total Noticed: 2

Date Rcvd: Jul 08, 2013

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 10, 2013.

db +Piccadilly Restaurants, LLC, c/o Jones Walker et al, 201 St. Charles Ave #5100,  
New Orleans, LA 70170-5101  
aty +Jones, Walker, Waechter, Poitevent, Carrere & Dene, 201 St. Charles Avenue, 51st Floor,  
New Orleans, LA 70170-5000

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*

tr DIP

TOTALS: 1, \* 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 10, 2013

Signature:



The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 8, 2013 at the address(es) listed below:

Albert J. Derbes, IV on behalf of Creditor Committee Official Committee of Unsecured Creditors ajdiv@derbeslaw.com

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TOTAL: 44