



ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the order of the Court.

Signed November 17, 2003.


United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE: § Chapter 11
BUCA LASALLE GEN PAR, INC. §
§ Case No. 03-31075-HDH-11
BUCA LASALLE, L.P. §
§ Case No. 03-31077-SAF-11
§
Debtors. §

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER
CONFIRMING THE DEBTORS' SECOND AMENDED AND RESTATED
JOINT PLAN OF REORGANIZATION**

Buca LaSalle GenPar, Inc. ("GenPar") and Buca LaSalle, L.P. ("LaSalle") (collectively, the "Debtors") have proposed for confirmation their Second Amended and Restated Joint Plan of Reorganization, which they filed with the Court on September 23, 2003 (the "Plan"). All capitalized terms, not otherwise defined herein, shall have the meanings ascribed to them in the Plan.

On September 23, 2003, the Debtors filed the Debtors' Second Amended and Restated Joint Disclosure Statement (the "Disclosure Statement"). After reviewing the Disclosure Statement, the Court entered an order approving the Disclosure Statement and finding that it contained adequate information under Section 1125 of the Bankruptcy Code (the "Disclosure Statement Order"). The Disclosure Statement Order was entered on September 23, 2003. The Disclosure Statement Order provided for ballots to be due on October 20, 2003; objections to confirmation to be due on October 20, 2003; and the hearing on confirmation of the Plan (the "Confirmation Hearing") commenced on October 24, 2003, and which was continued to November 7, 2003.

Having conducted the Confirmation Hearing, reviewed the evidence, objections to confirmation, and arguments of counsel, THE COURT HEREBY FINDS AS FOLLOWS:

1. The Debtors filed their petitions on January 31, 2003.
2. The Plan, Disclosure Statement, Ballots and other appropriate material were transmitted to holders of Claims and Interests in accordance with the Disclosure Statement Order.
3. Notice of the Confirmation Hearing was adequate; holders of Claims and Interests have received adequate notice and an opportunity to be heard and were accorded due process in the adjudication of the issues presented by confirmation of the Plan; acceptances of the Plan were solicited in accordance with Section 1125 of the Bankruptcy Code and other applicable Bankruptcy Code provisions.
4. The following classes of Creditors and Interest holders have voted to accept, or are deemed to have accepted, the Plan:

Class 1.1 – Unimpaired	Secured Tax Claims of LaSalle	Deemed Accepted
Class 1.2 – Unimpaired	Secured Tax Claims of Gen Par	Deemed Accepted
Class 2.1 – Unimpaired	Priority Non-Tax Claims of LaSalle	Deemed Accepted
Class 2.2 – Unimpaired	Priority Non-Tax Claims of Gen Par	Deemed Accepted
Class 3 – Impaired	Americo Claims Against LaSalle	Accepted
Class 4 – Impaired	Other Secured Claims Against LaSalle	No votes cast
Class 5.1 – Impaired	General Unsecured Claims Against LaSalle	Accepted
Class 5.2 – Impaired	General Unsecured Claims Against Gen Par	Accepted
Class 6 – Impaired	LaSalle Partner Claims	Accepted
Class 7 – Impaired	Existing LaSalle Interests	Accepted
Class 8 – Impaired	Existing Gen Par Interests	No votes cast

5. Pursuant to Section 1124 of the Bankruptcy Code, Classes 3, 4, 5, 6, 7, and 8 are impaired and have accepted the Plan or are deemed to have accepted the Plan pursuant to Sections 1126 and 1129(a)(8) of the Bankruptcy Code.

6. Debtors have operated their businesses, and formulated and filed the Plan, obtained approval of the Disclosure Statement, and sought confirmation of the Plan all in good faith.

7. Prior to the Petition Date, the Debtors had substantial disputes with LaSalle’s mortgage lender, General American. These disputes involved, among other things, a dispute over the allowability of a pre-payment penalty in excess of \$3.2 million (the “Prepayment Penalty”).

8. After the Petition Date, the Debtors commenced the Adversary Proceeding in an effort to resolve the Prepayment Penalty.

9. Thereafter, General American filed a motion for relief from stay (the “Motion for Relief”) in an effort to have the automatic stay lifted so that it could foreclose on the Apartment Complex.

10. Before the adjudication of the Adversary Proceeding and the Motion for Relief, General American assigned its claim to Americo.

11. Subsequently, the Debtors and Americo reached a settlement to resolve, among other things, the Adversary Proceeding and the Motion for Relief. Accordingly, the terms and conditions of the Americo Settlement are incorporated in the Plan.

12. Generally, the Americo Settlement requires the Debtors to transfer the Apartment Complex, the Tax Reserve, and the Security Deposit Account to a new limited partnership created on the Effective Date (referred to in the Plan as “New LaSalle”), in return for a twenty percent (20%) economic limited partner interest in New LaSalle and an infusion of cash from Americo in an amount not less than \$220,000. In addition, New LaSalle will assume the Americo Debt, which shall be restructured on the Effective Date with a New Secured Note payable by New LaSalle in the original principal amount equal to: (a) \$14,478,929.79, (b) plus Americo’s costs and legal fees incurred from June 23, 2003 through the Effective Date, (c) plus amounts provided by Americo to the Debtors to fund the Plan, (d) less amounts paid by the Debtors’ Estates on the Americo Debt between June 23, 2003 and the Effective Date. The Debtors will have no liability to New LaSalle or Americo on the New Secured Note.

13. With respect to the Americo Settlement, the Debtors have established that the settlement is in their best interests, is fair, and is reasonable. In order to make such determination, the Debtors evaluated the following factors: (1) probability of success in litigation

with due consideration for uncertainty in fact and law; (2) the difficulties, if any, to be encountered in the matter of collection; (3) the complexity of litigation involved, and the expense, inconvenience and delay necessarily attending it; (4) the paramount interest of the creditors with a proper deference to their reasonable views in the premises; and (5) the extent to which the Americo Settlement is the product of arms-length bargaining and not of fraud or collusion. The Debtors determined that each of these factors, to the extent applicable, are in favor of the Americo Settlement.

14. The classification of claims contained in the Plan is appropriate under Section 1122 of the Bankruptcy Code.

15. The Plan complies with Section 1123 of the Bankruptcy Code in that it, among other things, provides adequate means for its implementation.

16. The solicitation materials which the Debtors sent pursuant to the Disclosure Statement Order contained adequate information in accordance with Section 1125 of the Bankruptcy Code and were otherwise appropriate.

17. The Plan complies with the applicable provisions of the Bankruptcy Code as required by Section 1129(a)(1) thereof.

18. The Debtors have complied with the applicable provisions of the Bankruptcy Code as required by Section 1129(a)(2) thereof.

19. The Plan has been proposed in good faith by the Debtors and not by any means forbidden by law in compliance with Section 1129(a)(3) of the Bankruptcy Code.

20. The Plan is both (i) feasible and (ii) has substantial Creditor and Interest holder support.

21. Each Debtor has solicited acceptances of the Plan in good faith and in compliance with all applicable provisions of the Bankruptcy Code, including Section 1125(e). They have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale and purchase of any securities offered, issued or sold under the Plan, and the Court thus finds they are not liable for violation of any applicable law, rule or regulation governing the solicitation of acceptance or rejection of the Plan or the offer, issuance, sale or purchase of any securities in connection with the Plan.

22. Any payment made or to be made by the Debtors or the Old Debtors, or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with these Bankruptcy Cases, or in connection with the Plan and incident to these Bankruptcy Cases has been approved by, or is subject to the approval of, the Court as reasonable as required by Section 1129(a)(4) of the Bankruptcy Code.

23. At the Confirmation Hearing, the Debtors complied with Section 1129(a)(5) by disclosing the identity and affiliations of each of the individuals proposed to serve, after the Effective Date of the Plan, as directors and/or officers of the Old Debtors, to the extent applicable. The continuance or appointment of such individuals to such offices is consistent with the interests of Creditors and Interest holders and with public policy. Section 1129(a)(5) requires the Debtors to disclose the identity of any insider that will be employed or retained by the Old Debtors, and the nature of any compensation for such insider that is being approved by Court (in the Plan or otherwise), as well as compensation which has been negotiated for any post-Effective Date officers and directors. The Old Debtors, however, will not be employing or retaining any such insider.

24. The Plan does not provide for any rate changes requiring the approval of a governmental regulatory commission as contemplated by Section 1129(a)(6) of the Bankruptcy Code.

25. With respect to each Impaired Class of Allowed Claims or Interests under the Plan, each holder of an Allowed Claim or Interest of such Class (i) has duly and timely accepted the Plan, or (ii) will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code as provided by Section 1129(a)(7) of the Bankruptcy Code.

26. With respect to each Class of Allowed Claims or Interests under the Plan, each Class has accepted the Plan or is not impaired under the Plan, as required by Section 1129(a)(8) of the Bankruptcy Code.

27. Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim (including, without limitation, such agreements relating to certain claims incurred in the ordinary course of the Debtors' businesses), the Plan provides, as required by Section 1129(a)(9) of the Bankruptcy Code, that with respect to an Allowed Administrative Claim of a kind specified in Section 507(a)(1) of the Bankruptcy Code, on the Effective Date, the holder of such Claim will receive on account of such Claim cash equal to the Allowed amount of such Claim as required by Section 1129(a)(9)(A) of the Bankruptcy Code.

28. The Plan provides for the payment of any Claim of a kind specified in Section 507(a)(1) of the Bankruptcy Code (but which has not been Allowed as of the Effective Date of the Plan) to be paid as soon as practical after such claim is Allowed. The Court finds

this provision to be an appropriate means of providing for the payment of Disputed Claims asserting such priority and which have not been Allowed as of the Effective Date.

29. There do not exist any Claims against the Debtors of a kind specified in Sections 507(a)(2), 507(a)(3), 507(a)(4), 507(a)(5), 507(a)(6), 507(a)(7), or 507(a)(8) of the Bankruptcy Code, thus, making Section 1129(a)(9)(B) & (C) inapplicable to the Plan.

30. Impaired Classes 3, 5 and 6 have voted to accept the Plan, and the Court therefore finds that at least one impaired Class of Claims has accepted the Plan, which acceptance has been determined without including any acceptance of the Plan by any insider holding a Claim of such class as required by Section 1129(a)(10) of the Bankruptcy Code.

31. The Plan meets the requirements of Section 1129(a)(11) because it is feasible and not likely to be followed by liquidation or the need for further financial reorganization. This finding is premised on, among other things, the following findings:

(a) All of the conditions to the Effective Date set forth in the Plan have been met, will be met prior to the Effective Date, or will be waived;

(b) Debtors have filed with the Court drafts of the Plan Documents referred to in Article 7.3 of the Plan;

(c) Debtors have established that they will have sufficient cash resources to satisfy all cash obligations due under the Plan on (or as soon as practical) after the Effective Date, including at least \$220,000 to be provided to the Old Debtors by Americo;

(d) Debtors have established that they should have sufficient liquidity to satisfy their obligations pursuant to the Plan; and

(e) Debtors have established that the Allowed Class 1 Secured Tax Claims and Allowed Class 2 Priority Non-Tax Claims shall be paid when due by New LaSalle.

32. Because the Old Debtors will be able to satisfy all Allowed Administrative Claims in the manner provided by the Plan, as well as any Disputed Administrative Expenses or other Disputed Claims that are ultimately Allowed, the Court finds that the Debtors need not deposit in a segregated account any amounts that may be required to pay Disputed Claims that may be allowed after the confirmation of the Plan.

33. All fees payable under 28 U.S.C. § 1930 have been paid, or the Plan provides for the payment of all such fees on the Effective Date as required by Section 1129(a)(12) of the Bankruptcy Code.

34. The Debtors have no employees and, accordingly, have no obligations for retiree benefits, as that term is defined in Section 1114 of the Bankruptcy Code. Accordingly, Section 1129(a)(13) of the Bankruptcy Code is not applicable to the Debtors.

35. All documents necessary to implement the Plan, including without limitation, the Plan Documents filed with the Court prior to the Confirmation Hearing pursuant to Article 7.3 of the Plan, as they may be modified or amended prior to the Effective Date, and all other documents useful to consummation of the Plan shall, upon execution, be valid, binding and enforceable.

36. After the Effective Date, the Old Debtors shall continue to engage in their businesses. However, in order to implement the Plan, LaSalle will, on the Effective Date, transfer to New LaSalle the Apartment Complex in return for a 20% economic ownership interest in New LaSalle, and an infusion of cash from New LaSalle in an amount not less than \$220,000.

37. The Debtors have made a careful review of their executory contracts and unexpired leases, and it is a reasonable exercise of the Debtors' business judgment for them to assume those executory contracts identified on Exhibit "A" to the Plan (the "Executory Contracts"). In addition, the Debtors are entitled to assume the unexpired leases of residential real property in place at the Apartment Complex as of the Effective Date pursuant to the motion to assume such leases filed prior to the Confirmation Hearing (the "Tenant Leases").

38. To the extent there are any defaults with respect to the Executory Contracts or Tenant Leases, the Debtors have demonstrated that they will promptly cure such default.

39. A component of the Americo Settlement requires the Executory Contracts and Tenant Leases to be assigned to New LaSalle in accordance with Section 365(f)(2) of the Bankruptcy Code. Accordingly, the Executory Contracts and Tenant Leases are being assumed in accordance with the provisions of Section 365 of the Bankruptcy Code and adequate assurance of future performance by New LaSalle has been demonstrated.

Therefore, THIS COURT HEREBY CONCLUDES, as a matter of law, that:

1. This is a core proceeding within the meaning of 28 U.S.C. § 157.
2. As to all Classes, the Plan complies with all elements of Section 1129(a) of the Bankruptcy Code and is confirmable.
3. Findings of Fact may be considered Conclusions of Law, and vice versa, as appropriate.

Now, upon the motion of the Debtors and after due deliberation, the Court hereby ORDERS, ADJUDGES AND DECREES that:

1. The Findings and Conclusions of this Court set forth above shall constitute Findings of Fact and Conclusions of Law pursuant to Bankruptcy Rule 7052, made applicable to this matter by Bankruptcy Rule 9014.

2. To the extent that any provision designated herein as a Finding of Fact is more properly characterized as a Conclusion of Law, it is adopted as such. To the extent that any provision designated herein as a Conclusion of Law is more properly characterized as a Finding of Fact, it is adopted as such.

3. The terms of the Plan are incorporated in this Order and shall be treated as a part hereof. The provisions of this Order are integrated with each other and are mutually dependent and not severable.

4. The Plan is confirmed in all respects pursuant to Section 1129 of the Bankruptcy Code.

5. The record of the Confirmation Hearing is closed.

6. In accordance with the Plan and Section 1141 of the Bankruptcy Code, and except as otherwise specifically provided herein, the consideration distributed under the Plan to holders of Claims shall be in exchange for and in complete satisfaction, discharge, release, and termination of, all Claims of any nature whatsoever against any Debtor or any of its assets or properties; and, except as otherwise specifically provided herein, upon the Effective Date each Debtor shall be discharged and released pursuant to Section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims, including but not limited to demands and liabilities that arose before the Effective Date, and all debts of the kind specified in Section 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (a) a proof of claim based upon such debt is filed or

deemed filed under Section 501 of the Bankruptcy Code, (b) a Claim based upon such debt is allowed under Section 502 of the Bankruptcy Code, or (c) the holder of a Claim based upon such debt has accepted the Plan.

7. The holders of Allowed Interests shall retain their respective Interests pursuant to and subject to the Plan.

8. In accordance with Section 1141 of the Bankruptcy Code, the Plan and its provisions shall be binding upon the Debtors and their successors and any other entity created pursuant to the Plan, any Person or entity issuing securities under the Plan, any Person or entity acquiring or receiving property under the Plan, any lessor or lessee of property to or from the Debtors, and any holder of a Claim against the Debtors or an Interest in the Debtors.

9. On the Effective Date, the transfer of the Apartment Complex, the Tax Escrow and the Security Deposit Account by the Debtors contemplated by the Plan will be legal, valid, binding and effective transfers of property and will vest in New LaSalle as the transferee good title to such property, free and clear of all liens, Claims and encumbrances, except as otherwise specifically provided for herein or in the Plan Documents.

10. In accordance with Section 1141 of the Bankruptcy Code, any property transferred or otherwise dealt with in the Plan (whether by transfer to third party or revesting in the Debtors) shall be free and clear of all Claims against the Debtors and Interests in the Debtors, except those specifically provided herein or in the Plan Documents, and all such property of the Debtors' estates (as defined in Section 541 of the Bankruptcy Code or other applicable law) that the Plan provides to revest in the Old Debtors shall so vest on the Effective Date free of any such Claims and Interests.

11. On the Effective Date, as to every discharged debt and Claim, the holder of such Claim is permanently enjoined and precluded from asserting against the Old Debtors, or against their assets or properties or any transferee thereof, any such Claim based upon any document, instrument, act, omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, except as expressly set forth herein or in the Plan Documents.

12. In accordance with Section 524 of the Bankruptcy Code, this Order:

(i) voids any judgment at any time obtained, to the extent that such judgment is a determination of the personal liability of the Debtors with respect to any debt or Claim discharged hereby; and

(ii) operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such debt, or Claim as a personal liability of the Debtors or the Old Debtors.

13. The Americo Settlement is hereby approved in all respects.

14. Each of the Plan Documents is hereby approved in all respects in substantially the form filed with the Court, subject to any modifications or amendments that may be made to the same on or prior to the Effective Date.

15. In accordance with Section 1142 of the Bankruptcy Code, the Debtors, all parties in interest, and any other entity created or Person designated pursuant to the Plan Documents and, to the extent applicable, their directors, officers, agents, attorneys and representatives, are authorized, empowered and directed to forthwith issue, execute, deliver, file and record any Plan Document or any other agreement, document, instrument or certificate referred to in or contemplated by the Plan or any Plan Document (collectively, the “Documents”), and to take any

corporate or other action necessary, useful or appropriate to implement, effectuate and consummate the Plan and the Documents in accordance with their respective terms.

16. Pursuant to Section 1142(b) of the Bankruptcy Code, all Persons holding Claims or Interests that are dealt with under the Plan and, to the extent applicable, their directors, officers, agents, attorneys and representatives are directed to execute, deliver, file or record any document, and to take any and all actions necessary, useful or appropriate to implement, effectuate and consummate the Plan in accordance with its terms, and all such Persons shall be bound by the terms and provisions of all documents to be executed by them in connection with the Plan, whether or not such documents actually have been executed by such Persons.

17. The Old Debtors, to the extent applicable, shall be, and hereby are, authorized and directed to enter into, execute, or deliver the Plan Documents (subject to any modification or amendments prior to their execution) on or soon after the Effective Date, and to take such actions and perform such acts as may be necessary or appropriate to implement the Plan Documents. The Old Debtors shall each be, and hereby are, authorized and directed to do or perform all acts, to make, execute and deliver all instruments or documents to implement the Plan; provided that such instruments or documents are consistent with the Plan.

18. Each and every federal, state, local or other governmental agency or department is hereby directed to accept any and all documents and instruments necessary, useful or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan or the Plan Documents (as modified or amended prior to their execution) described in Article 7.3 of the Plan or in this Order.

19. From and after the Effective Date, the Old Debtors may use, operate and deal with their respective assets, and may conduct and change their businesses, without any supervision by the Bankruptcy Court or the Office of the United States Trustee, and free of any restrictions imposed on the Debtors by the Bankruptcy Code or by the Court during these Bankruptcy Cases.

20. Unless arising from an avoidance action, any new or amended proof of claim (except to the extent provided in Article 10.2 of the Plan) filed after the Confirmation Date shall be of no further force and effect, shall be deemed Disallowed in full and expunged without any action by the Debtors or Old Debtors.

21. Applications for the allowance and payment of Administrative Expenses, other than Professional fees and expenses, must be filed on or before the twentieth (20th) day following the entry of the Confirmation Order.

22. No Distribution under the Plan shall be required to be made on a Claim until such Claim becomes an Allowed Claim by Final Order. Once a Claim becomes an Allowed Claim, the holder thereof shall receive a Distribution from the Old Debtors on the next Distribution Date for the relevant Class in which such an Allowed Claim is included.

23. The Debtors, the Old Debtors, and all parties in interest herein are authorized, empowered and directed to issue all securities under the Plan.

24. Pursuant to Section 1145(a)(1)(A) of the Bankruptcy Code, the issuance of the securities provided for in the Plan shall be exempt from the provisions of Section 5 of the Securities Act of 1933, as amended (15 U.S.C. § 77(e), as amended) and any state or local law requiring registration for the offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in, a security. All such securities so to be issued shall be

freely transferable by the initial recipients thereof (i) except for any such securities held by an underwriter within the meaning of Section 1145(b) of the Bankruptcy Code that does not engage in “ordinary trading transactions” or is an issuer of such securities within the meaning of Section 2(11) under said Securities Act, and (ii) subject to any restrictions contained in the terms of such securities themselves or in the Plan. For purposes of said Securities Act, the offers and sales of such securities pursuant to the Plan shall not be considered part of or otherwise “integrated” with any offers or sales by any of the Debtors pursuant to any financing or other transaction consummated on or after the Effective Date. Upon the issuance of the securities issued in accordance with the Plan, such securities will have been authorized and validly issued, and will be fully paid and nonassessable.

25. Each of the Debtors (and each of their respective members, affiliates, agents, attorneys, advisors, and directors) shall not be liable at any time for violation of any applicable law, rule, or regulation governing the solicitation of acceptance or rejection of the Plan or the offer, sale or purchase of the securities thereunder. All requirements of state, local and federal law, including, without limitation, the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, with respect to the issuance of the rights have been duly complied with.

26. The Old Debtors are deemed the successors to the Debtors and have all the rights of a debtor under the Bankruptcy Code, including the right to assert all Causes of Action, including Causes of Action arising under Chapter 5 of the Bankruptcy Code.

27. Pursuant to Section 1146(c) of the Bankruptcy Code neither the issuance, distribution, transfer or exchange of a security under the Plan nor the revesting, transfer and sale

of any real or personal property of the Debtors in accordance with the Plan shall subject the Old Debtors (or transfer or other agents therefor) to any state or local sales, use, transfer, documentary, recording, gains or original issue tax.

28. All distributions of cash, securities, or other consideration required to be made pursuant to the Plan shall be made within such time as provided by the Plan.

29. The Debtors are authorized to assume all their executory contracts and unexpired leases, including the Executory Contracts identified on Exhibit "A" to the Plan and the Tenant Leases subject to a motion to assume filed prior to the Confirmation Hearing.

30. The Debtors are authorized to assign to New LaSalle on the Effective Date the Executory Contracts and Tenant Leases assumed by the Debtors. All such assignments shall be deemed effective and valid pursuant to the applicable provisions of Section 365 of the Bankruptcy Code.

31. Unless withdrawn with prejudice, all objections to confirmation of the Plan are overruled and denied by this Court.

32. The Effective Date of the Plan shall be at least eleven (11) business days after the Confirmation Date that (i) all conditions precedent to the occurrence of the Effective Date specified in Article XII of the Plan have been satisfied or waived pursuant to Section 12.2 of the Plan and (ii) no stay of the Confirmation Order is in effect.

33. Pursuant to Bankruptcy Rule 3020(c), subsequent to the occurrence of the Effective Date, the Debtors shall serve notice of the entry of this Order as provided in Bankruptcy Rule 2002(f) to all Creditors, Interest holders and other parties in interest, to be sent

by first-class mail, postage prepaid, except to such parties who may be served by hand or facsimile or overnight courier, which service is hereby authorized.

34. Notwithstanding confirmation of the Plan, this Court retains jurisdiction over the Debtors' Bankruptcy Cases pursuant to and for the purposes set forth in (a) Sections 105(a) and 1127 of the Bankruptcy Code, (b) Article 15.1 of the Plan and (c) for such other purposes as may be necessary or useful to aid in the confirmation and consummation of the Plan and its implementation.

End of Order # #

AGREED TO AS TO FORM AND SUBSTANCE:

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/s/ Jason N. Bramlett

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