

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: § **Chapter 11**
§
CBL & ASSOCIATES §
PROPERTIES, INC., *et al.*, § **Case No. 20-35226 (DRJ)**
§
Debtors.¹ § **(Jointly Administered)**
§

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT,
(II) ESTABLISHMENT OF VOTING RECORD DATE, (III) HEARING ON
CONFIRMATION OF THE PLAN, (IV) PROCEDURES AND DEADLINE
FOR OBJECTING TO THE CONFIRMATION OF THE PLAN, AND
(V) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN**

TO PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:

Debtor	Case Number
CBL/Sunrise Commons, L.P.	20-35225 (DRJ)
CBL & Associates Properties, Inc.	20-35226 (DRJ)
CBL Holdings I, Inc.	20-35227 (DRJ)
CBL Holdings II, Inc.	20-35228 (DRJ)
CBL & Associates Limited Partnership	20-35229 (DRJ)
CBL & Associates Management, Inc.	20-35230 (DRJ)
Akron Mall Land, LLC	20-35267 (DRJ)
Alamance Crossing II, LLC	20-35268 (DRJ)
Alamance Crossing, LLC	20-35269 (DRJ)
APWM, LLC	20-35270 (DRJ)
Arbor Place Limited Partnership	20-35231 (DRJ)
Asheville, LLC	20-35271 (DRJ)
Brookfield Square Joint Venture	20-35272 (DRJ)
Brookfield Square Parcel, LLC	20-35273 (DRJ)
CBL Eagle Point Member, LLC	20-35274 (DRJ)
CBL HP Hotel Member, LLC	20-35275 (DRJ)
CBL RM-Waco, LLC	20-35232 (DRJ)
CBL SM-Brownsville, LLC	20-35233 (DRJ)
CBL Statesboro Member, LLC	20-35276 (DRJ)
CBL Walden Park, LLC	20-35277 (DRJ)

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/CBLProperties>. The Debtors' service address for the purposes of these chapter 11 cases is 2030 Hamilton Place Blvd., Suite 500, Chattanooga, Tennessee 37421.

Debtor	Case Number
CBL/Brookfield I, LLC	20-35278 (DRJ)
CBL/Brookfield II, LLC	20-35279 (DRJ)
CBL/Cherryvale I, LLC	20-35282 (DRJ)
CBL/Citadel I, LLC	20-35283 (DRJ)
CBL/Citadel II, LLC	20-35284 (DRJ)
CBL/EastGate I, LLC	20-35285 (DRJ)
CBL/EastGate II, LLC	20-35286 (DRJ)
CBL/EastGate Mall, LLC	20-35287 (DRJ)
CBL/Fayette I, LLC	20-35288 (DRJ)
CBL/Fayette II, LLC	20-35295 (DRJ)
CBL/GP Cary, Inc.	20-35296 (DRJ)
CBL/GP II, Inc.	20-35307 (DRJ)
CBL/GP V, Inc.	20-35309 (DRJ)
CBL/GP VI, Inc.	20-35311 (DRJ)
CBL/GP, Inc.	20-35314 (DRJ)
CBL/Gulf Coast, LLC	20-35316 (DRJ)
CBL/Imperial Valley GP, LLC	20-35234 (DRJ)
CBL/J I, LLC	20-35318 (DRJ)
CBL/J II, LLC	20-35320 (DRJ)
CBL/Kirkwood Mall, LLC	20-35235 (DRJ)
CBL/Madison I, LLC	20-35236 (DRJ)
CBL/Monroeville Expansion I, LLC	20-35321 (DRJ)
CBL/Monroeville Expansion II, LLC	20-35324 (DRJ)
CBL/Monroeville Expansion III, LLC	20-35326 (DRJ)
CBL/Monroeville Expansion Partner, L.P.	20-35280 (DRJ)
CBL/Monroeville Expansion, L.P.	20-35289 (DRJ)
CBL/Monroeville I, LLC	20-35291 (DRJ)
CBL/Monroeville II, LLC	20-35292 (DRJ)
CBL/Monroeville III, LLC	20-35293 (DRJ)
CBL/Monroeville Partner, L.P.	20-35298 (DRJ)
CBL/Monroeville, L.P.	20-35299 (DRJ)
CBL/Nashua Limited Partnership	20-35300 (DRJ)
CBL/Old Hickory I, LLC	20-35301 (DRJ)
CBL/Old Hickory II, LLC	20-35302 (DRJ)
CBL/Parkdale Crossing GP, LLC	20-35303 (DRJ)
CBL/Parkdale Crossing, L.P.	20-35304 (DRJ)
CBL/Parkdale Mall GP, LLC	20-35305 (DRJ)
CBL/Parkdale, LLC	20-35306 (DRJ)
CBL/Penn Investments, LLC	20-35310 (DRJ)
CBL/Regency I, LLC	20-35560 (DRJ)
CBL/Richland G.P., LLC	20-35237 (DRJ)

Debtor	Case Number
CBL/Sunrise Commons GP, LLC	20-35312 (DRJ)
CBL/Sunrise GP, LLC	20-35238 (DRJ)
CBL/Sunrise Land, LLC	20-35313 (DRJ)
CBL/Sunrise XS Land, L.P.	20-35315 (DRJ)
CBL/Westmoreland I, LLC	20-35239 (DRJ)
CBL/Westmoreland II, LLC	20-35240 (DRJ)
CBL/Westmoreland, L.P.	20-35241 (DRJ)
CBL-840 GC, LLC	20-35317 (DRJ)
Charleston Joint Venture	20-35319 (DRJ)
Cherryvale Mall, LLC	20-35242 (DRJ)
Coolsprings Crossing Limited Partnership	20-35322 (DRJ)
Cross Creek Anchor S GP, LLC	20-35323 (DRJ)
Cross Creek Anchor S, LP	20-35325 (DRJ)
CW Joint Venture, LLC	20-35243 (DRJ)
Dakota Square Mall CMBS, LLC	20-35328 (DRJ)
Development Options, Inc.	20-35330 (DRJ)
D'Iberville CBL Land, LLC	20-35327 (DRJ)
Dunite Acquisitions, LLC	20-35333 (DRJ)
East Towne Parcel I, LLC	20-35335 (DRJ)
EastGate Anchor S, LLC	20-35336 (DRJ)
EastGate Company	20-35339 (DRJ)
Eastland Anchor M, LLC	20-35341 (DRJ)
Eastland Holding I, LLC	20-35343 (DRJ)
Eastland Holding II, LLC	20-35345 (DRJ)
Eastland Mall, LLC	20-35347 (DRJ)
Eastland Member, LLC	20-35348 (DRJ)
Fayette Middle Anchor, LLC	20-35350 (DRJ)
Fayette Plaza CMBS, LLC	20-35334 (DRJ)
Frontier Mall Associates Limited Partnership	20-35244 (DRJ)
GCTC Peripheral IV, LLC	20-35337 (DRJ)
Gunbarrel Commons, LLC	20-35338 (DRJ)
Hamilton Place Anchor S, LLC	20-35342 (DRJ)
Hammock Landing/West Melbourne, LLC	20-35344 (DRJ)
Hanes Mall Parcels, LLC	20-35346 (DRJ)
Harford Mall Business Trust	20-35349 (DRJ)
Henderson Square Limited Partnership	20-35351 (DRJ)
Hickory Point Outparcels, LLC	20-35352 (DRJ)
Hixson Mall, LLC	20-35245 (DRJ)
Imperial Valley Commons, L.P.	20-35357 (DRJ)
Imperial Valley Mall GP, LLC	20-35246 (DRJ)
Imperial Valley Mall II, L.P.	20-35247 (DRJ)

Debtor	Case Number
Imperial Valley Mall, L.P.	20-35248 (DRJ)
Imperial Valley Peripheral L.P.	20-35358 (DRJ)
IV Commons, LLC	20-35361 (DRJ)
IV Outparcels, LLC	20-35364 (DRJ)
Jefferson Anchor M, LLC	20-35367 (DRJ)
Jefferson Anchor S, LLC	20-35369 (DRJ)
Jefferson Mall Company II, LLC	20-35359 (DRJ)
JG Gulf Coast Town Center LLC	20-35360 (DRJ)
JG Winston-Salem, LLC	20-35249 (DRJ)
Kirkwood Mall Acquisition LLC	20-35251 (DRJ)
Kirkwood Mall Mezz LLC	20-35250 (DRJ)
Laurel Park Retail Holding LLC	20-35362 (DRJ)
Laurel Park Retail Properties LLC	20-35363 (DRJ)
Layton Hills Mall CMBS, LLC	20-35252 (DRJ)
Lexington Joint Venture	20-35365 (DRJ)
LHM-Utah, LLC	20-35370 (DRJ)
Madison Joint Venture, LLC	20-35254 (DRJ)
Madison/East Towne, LLC	20-35256 (DRJ)
Madison/West Towne, LLC	20-35257 (DRJ)
Mall del Norte, LLC	20-35258 (DRJ)
Mayfaire GP, LLC	20-35253 (DRJ)
Mayfaire Town Center, LP	20-35255 (DRJ)
MDN/Laredo GP, LLC	20-35259 (DRJ)
Meridian Mall Limited Partnership	20-35373 (DRJ)
Mid Rivers Land LLC	20-35374 (DRJ)
Mid Rivers Mall CMBS, LLC	20-35375 (DRJ)
Monroeville Anchor Limited Partnership	20-35376 (DRJ)
Montgomery Partners, L.P.	20-35378 (DRJ)
Mortgage Holdings, LLC	20-35261 (DRJ)
Multi-GP Holdings, LLC	20-35265 (DRJ)
North Charleston Joint Venture II, LLC	20-35379 (DRJ)
Northgate SAC, LLC	20-35382 (DRJ)
Northpark Mall/Joplin, LLC	20-35384 (DRJ)
Old Hickory Mall Venture	20-35387 (DRJ)
Old Hickory Mall Venture II, LLC	20-35388 (DRJ)
Parkdale Anchor M, LLC	20-35389 (DRJ)
Parkdale Crossing Limited Partnership	20-35390 (DRJ)
Parkdale Mall Associates, L.P.	20-35391 (DRJ)
Parkdale Mall, LLC	20-35394 (DRJ)
Parkway Place Limited Partnership	20-35395 (DRJ)
Parkway Place SPE, LLC	20-35398 (DRJ)

Debtor	Case Number
Pearland Ground, LLC	20-35266 (DRJ)
Pearland Town Center GP, LLC	20-35264 (DRJ)
Pearland Town Center Limited Partnership	20-35260 (DRJ)
Pearland-OP Parcel 8, LLC	20-35401 (DRJ)
POM-College Station, LLC	20-35262 (DRJ)
Port Orange Holdings II, LLC	20-35404 (DRJ)
Seacoast Shopping Center Limited Partnership	20-35408 (DRJ)
Shoppes at St. Clair CMBS, LLC	20-35396 (DRJ)
South County Shoppingtown LLC	20-35400 (DRJ)
Southaven Town Center, LLC	20-35402 (DRJ)
Southaven Towne Center II, LLC	20-35406 (DRJ)
Southpark Mall, LLC	20-35413 (DRJ)
Southpark Mall-DSG, LLC	20-35416 (DRJ)
St. Clair Square GP I, LLC	20-35417 (DRJ)
St. Clair Square Limited Partnership	20-35419 (DRJ)
St. Clair Square SPE, LLC	20-35421 (DRJ)
Stroud Mall, LLC	20-35405 (DRJ)
Tenn-GP Holdings, LLC	20-35410 (DRJ)
The Courtyard at Hickory Hollow Limited Partnership	20-35415 (DRJ)
The Landing at Arbor Place II, LLC	20-35418 (DRJ)
The Pavilion at Port Orange, LLC	20-35420 (DRJ)
TN-Land Parcels, LLC	20-35422 (DRJ)
Turtle Creek Limited Partnership	20-35263 (DRJ)
TX-Land Parcels, LLC	20-35423 (DRJ)
Valley View Mall SPE, LLC	20-35424 (DRJ)
Volusia Mall GP, Inc.	20-35426 (DRJ)
Volusia Mall Limited Partnership	20-35427 (DRJ)
Volusia SAC, LLC	20-35397 (DRJ)
Volusia-OP Peripheral, LLC	20-35399 (DRJ)
West Towne District, LLC	20-35403 (DRJ)
Westgate Crossing Limited Partnership	20-35407 (DRJ)
WestGate Mall II, LLC	20-35409 (DRJ)
WestGate Mall Limited Partnership	20-35411 (DRJ)
WI-Land Parcels, LLC	20-35412 (DRJ)
York Galleria Limited Partnership	20-35414 (DRJ)

PLEASE TAKE NOTICE THAT:

1. **Approval of Disclosure Statement.** On May 20, 2021, the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) held a hearing

(the “**Disclosure Statement Hearing**”) at which it approved the *Disclosure Statement for Third Amended Joint Chapter 11 Plan of CBL & Associates Properties, Inc. and Its Affiliated Debtors*, filed on May 25, 2021 (Docket No. 1164) (as may be further amended, the “**Disclosure Statement**”)² of CBL & Associates Properties, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), and thereafter entered an order (Docket No. 1168) (the “**Disclosure Statement Order**”) with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the *Third Amended Joint Chapter 11 Plan of CBL & Associates Properties, Inc. and its Affiliated Debtors*, filed on May 25, 2021 (Docket No. 1163) (as may be further amended, the “**Plan**”).

2. **Confirmation Hearing.** A hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) has been scheduled for **August 11, 2021 at 9:00 a.m. (Prevailing Central Time)**, before the Honorable David R. Jones, United States Bankruptcy Judge, in the Bankruptcy Court. The Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

3. **Voting Record Date.** Holders of Claims and Interests against the Debtors in Class 3 (First Lien Credit Facility Claims), Class 4 (Consenting Crossholder Claims), Class 5 (Ongoing Trade Claims), Class 7 (Unsecured Claims), Class 10 (Existing LP Common Units), Class 11 (Existing REIT Preferred Stock), Class 12 (Existing REIT Common Stock), and Class 14 (Section 510(b) Claims), as of May 13, 2021 (the “**Voting Record Date**”), who are otherwise eligible to vote to accept or reject the Plan.

4. **Voting Deadline.** All votes to accept or reject the Plan must be **actually received** by the Debtors’ voting and tabulation agent, Epiq Corporate Restructuring, LLC, by no later than **July 26, 2021 at 4:00 p.m. (Prevailing Central Time)** (the “**Voting Deadline**”). **ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.**

5. **Parties-in-Interest Not Entitled to Vote.** Holders of Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 6 (Property-Level Guarantee Settlement Claims), Class 8 (Intercompany Claims), Class 9 (Existing LP Preferred Units), and Class 13 (Intercompany Interests), are not entitled to vote on the Plan and will not receive a Ballot. If all or a portion of your claim has been disallowed for voting purposes and you believe that you should be entitled to vote on the Plan in a different amount or class, then, by **July 22, 2021 at 4:00 p.m. (Prevailing Central Time)**, you must serve on the parties identified in Paragraph 7 below and file with the Bankruptcy Court a motion (a “**Rule 3018(a) Motion**”) for an order pursuant to Rule 3018(a) of the Bankruptcy Rules temporarily allowing your Claim in a different amount or in a different class

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Disclosure Statement or Plan, as applicable.

for purposes of voting to accept or reject the Plan. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered.

6. **Objections to Confirmation**. The deadline to object or respond to confirmation of the Plan is **July 26, 2021 at 4:00 p.m. (Prevailing Central Time)** (the “**Plan Objection Deadline**”).

7. **Form and Manner of Objections to Confirmation**. Objections and responses, if any, to confirmation of the Plan, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors’ estates or property; (iv) provide the basis for the objection and the specific grounds therefor; and (v) be filed by the Plan Objection Deadline with the Bankruptcy Court via ECF or by mailing to the United States Bankruptcy Court Clerk’s Office, Bob Casey Federal Courthouse, 515 Rusk Avenue, Houston, Texas 77002.

8. IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AS PRESCRIBED HEREIN, THE OBJECTING PARTY WILL BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN AND WILL NOT BE HEARD AT THE CONFIRMATION HEARING.

9. **Additional Information**. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other Solicitation Materials should contact the Debtors’ voting and tabulation agent, Epiq Corporate Restructuring, LLC, by email at cblpropertiesinfo@epiqglobal.com, or by telephone at (855) 914-4668 (Toll-Free) or +1 (503) 520-4416 (if calling from outside the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at <https://dm.epiq11.com/cblproperties>. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court’s website: <https://ecf.txsb.uscourts.gov/>. Note that a PACER password and login are needed to access documents on the Bankruptcy Court’s website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov.

**NOTICE REGARDING CERTAIN RELEASE,
EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN**

THE ENCLOSED BALLOT OR RELEASE OPT OUT FORM, AS APPLICABLE, PROVIDES YOU WITH THE OPTION TO NOT GRANT THE VOLUNTARY RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN. PURSUANT TO THE PLAN, IF YOU, AS A HOLDER OF CLAIMS OR INTEREST, OR AS AN OTHER BENEFICIAL OWNER, WHO HAS BEEN GIVEN NOTICE OF THE OPPORTUNITY TO OPT OUT OF GRANTING THE RELEASES SET FORTH IN THE PLAN BUT DO NOT OPT OUT, YOU ARE AUTOMATICALLY DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS IN THE PLAN. TO THE EXTENT THAT YOU HAVE AN ALLOWED CLAIM OR INTEREST, YOU WILL RECEIVE THE SAME RECOVERY AND TREATMENT ON ACCOUNT OF YOUR CLAIM OR INTEREST UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE VOLUNTARY RELEASE CONTAINED IN SECTION 10.7(b) OF THE

PLAN. IF YOU ELECT TO NOT GRANT THE VOLUNTARY RELEASE CONTAINED IN SECTION 10.7(b) OF THE PLAN, HOWEVER, YOU MAY NOT BE A “RELEASED PARTY” WITH RESPECT TO THE VOLUNTARY THIRD-PARTY RELEASE BY RELEASING PARTIES. IF YOU ARE ENTITLED TO VOTE ON THE PLAN AND VOTE TO ACCEPT THE PLAN, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASES CONTAINED IN SECTION 10 OF THE PLAN.

Section 10.4 Pre-Confirmation Injunction and Stays

Unless otherwise provided in the Plan or a Final Order of the Bankruptcy Court, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

Section 10.5 Injunction Against Interference With Plan

Upon entry of the Confirmation Order, all holders of Claims and Interests and all other parties in interest, along with their respective present and former affiliates, employees, agents, officers, directors, and principals, shall be enjoined from taking any action to interfere with the implementation or the occurrence of the Effective Date.

Section 10.6 Plan Injunction

(a) Except as otherwise provided in the Plan or in the Confirmation Order, as of the entry of the Confirmation Order but subject to the occurrence of the Effective Date, all Persons who have held, hold, or may hold Claims against or Interests in any or all of the Debtors and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are permanently enjoined after the entry of the Confirmation Order from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Reorganized Debtor, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Reorganized Debtor, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor, (iv) acting or proceeding in any manner, in any

place whatsoever, that does not conform to or comply with the provisions of the Plan, and the Plan Documents, to the full extent permitted by applicable law, and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan and the Plan Documents.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in Section 10.6 of the Plan.

10.7 Releases.

(a) RELEASES BY DEBTORS

AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS OR AS OTHERWISE PROVIDED IN ANY ORDER OF THE BANKRUPTCY COURT, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, INCLUDING THE SERVICE OF THE RELEASED PARTIES TO FACILITATE THE REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES SHALL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES, WHICH INCLUDE, FOR THE AVOIDANCE OF DOUBT, ALL CLAIMS AND CAUSES OF ACTION ASSERTED OR ASSERTABLE IN THE SECURITIES CLASS ACTION), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE, BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING TRANSACTIONS, THE RESTRUCTURING, THE WELLS FARGO ADVERSARY PROCEEDING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY

SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE RESTRUCTURING SUPPORT AGREEMENT, THE PLAN DOCUMENTS OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE; PROVIDED, THAT NOTHING HEREIN SHALL BE CONSTRUED TO RELEASE ANY RELEASED PARTY FROM CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT IS A CRIMINAL ACT OR CONSTITUTES INTENTIONAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL ORDER.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AS OF THE EFFECTIVE DATE, ALL CLAIMS AND CAUSES OF ACTION ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE THAT EXIST OR MAY EXIST AGAINST THE SENIOR UNSECURED NOTES TRUSTEE, THE HOLDERS OF SENIOR UNSECURED NOTES CLAIMS, THE FIRST LIEN CREDIT FACILITY ADMINISTRATIVE AGENT, THE HOLDERS OF FIRST LIEN CREDIT FACILITY CLAIMS, OR CONSENTING CROSSHOLDERS SHALL BE RELEASED AND DISCHARGED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(a) OF THE PLAN (THE "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, AS APPLICABLE, (III) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES, AND ALL HOLDERS OF CLAIMS AND INTERESTS, (IV) FAIR, EQUITABLE AND REASONABLE, (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VI) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, AS APPLICABLE, ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASES.

(b) RELEASES BY HOLDERS OF CLAIMS OR INTERESTS

AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE PLAN DOCUMENTS AND THE OBLIGATIONS CONTEMPLATED BY THE RESTRUCTURING TRANSACTIONS, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, INCLUDING THE SERVICE AND CONTRIBUTION OF THE RELEASED PARTIES TO FACILITATE THE REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES SHALL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, BY THE RELEASING PARTIES, IN EACH CASE FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENT OR OTHERWISE, THAT SUCH HOLDERS OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE WELLS FARGO ADVERSARY PROCEEDING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS (INCLUDING ALL CLAIMS AND CAUSES OF ACTION ASSERTED OR ASSERTABLE IN THE SECURITIES CLASS ACTION), THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE WELLS FARGO ADVERSARY PROCEEDING, THE RESTRUCTURING TRANSACTIONS, THE RESTRUCTURING OF ANY CLAIM OR INTEREST BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN DOCUMENTS, AND RELATED AGREEMENTS, INSTRUMENTS, AND OTHER DOCUMENTS, AND THE NEGOTIATION, FORMULATION, PREPARATION, OR IMPLEMENTATION THEREOF, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, OR

ANY OTHER ACT OR OMISSION; PROVIDED, THAT NOTHING HEREIN SHALL BE CONSTRUED TO RELEASE ANY RELEASED PARTY FROM CLAIMS OR CAUSES OF ACTION (INCLUDING CLAIMS OR CAUSES OF ACTION ASSERTED OR ASSERTABLE IN THE SECURITIES CLASS ACTION) ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT IS A CRIMINAL ACT OR CONSTITUTES INTENTIONAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL ORDER.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AS OF THE EFFECTIVE DATE, ALL CLAIMS AND CAUSES OF ACTION ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE THAT EXIST OR MAY EXIST AGAINST THE SENIOR UNSECURED NOTES TRUSTEE, THE HOLDERS OF SENIOR UNSECURED NOTES CLAIMS, THE FIRST LIEN CREDIT FACILITY ADMINISTRATIVE AGENT, THE HOLDERS OF FIRST LIEN CREDIT FACILITY CLAIMS, OR CONSENTING CROSSHOLDERS SHALL BE RELEASED AND DISCHARGED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(b) OF THE PLAN (THE "THIRD-PARTY RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASES ARE: (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASES, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASES.

10.8 Exculpation.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO EXCULPATED PARTY SHALL HAVE OR INCUR, AND EACH EXCULPATED PARTY IS HEREBY RELEASED AND EXCULPATED FROM, ANY CLAIM, INTEREST, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, REMEDY, OR LIABILITY FOR ANY CLAIM IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION AND PURSUIT OF THE EXIT CREDIT FACILITY, THE NEW SENIOR SECURED NOTES, THE NEW CONVERTIBLE NOTES, THE NEW COMMON STOCK, THE MANAGEMENT INCENTIVE PLAN, THE DISCLOSURE STATEMENT, THE RESTRUCTURING SUPPORT AGREEMENT, THE RESTRUCTURING TRANSACTIONS, AND THE PLAN (INCLUDING THE PLAN DOCUMENTS), OR THE

SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE WELLS FARGO ADVERSARY PROCEEDING; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE POSTPETITION PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT IS A CRIMINAL ACT OR CONSTITUTES INTENTIONAL FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL ORDER, BUT IN ALL RESPECTS THE EXCULPATED PARTIES SHALL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION AND DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS SHALL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN, INCLUDING THE ISSUANCE OF SECURITIES THEREUNDER. THIS EXCULPATION SHALL BE IN ADDITION TO, AND NOT IN LIMITATION OF, ALL OTHER RELEASES, INDEMNITIES, EXCULPATIONS, AND ANY OTHER APPLICABLE LAW OR RULES PROTECTING SUCH EXCULPATED PARTIES FROM LIABILITY.

10.9 Injunction Related to Releases and Exculpation.

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to the Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.

Relevant Definitions Related to Release and Exculpation

“Exculpated Parties” means, collectively, and in each case in their capacities as such during the Chapter 11 Cases, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the members of the Ad Hoc Noteholder Group Steering Committee, (iv) the Consenting Noteholders, (v) the Senior Unsecured Notes Trustee, (vi) the Consenting Bank Lenders, (vii) the First Lien Credit Facility Administrative Agent, (viii) the Consenting Crossholders, (ix) the Creditors’ Committee, and (x) with respect to each of the foregoing Persons or Entities in clauses (i) through (ix), all of their respective Related Parties to the maximum extent permitted by law.

“Released Parties” (i) the Debtors, (ii) the Reorganized Debtors, (iii) the members of the Ad Hoc Noteholder Group Steering Committee, (iv) the Consenting Noteholders, (v) the

Senior Unsecured Notes Trustee, (vi) the First Lien Credit Facility Administrative Agent, (vii) the Consenting Bank Lenders, (viii) the Consenting Crossholders, and (ix) with respect to each of the foregoing Persons and Entities in clauses (i) through (viii), all of their respective Related Parties to the maximum extent permitted by law. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.7(b) of the Plan shall not be deemed a Released Party hereunder.

“Releasing Parties” means, collectively, each in their respective capacities as such, (i) the holders of all Claims and Interests that vote to accept the Plan, (ii) the holders of all Claims and Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (iii) the holders of all Claims and Interests that vote, or are deemed, to reject the Plan but do not opt out of granting the releases set forth in the Plan, (iv) the holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set forth in the Plan but did not opt out, and (v) the Released Parties.

PURSUANT TO THE PLAN, IF YOU, AS A HOLDER OF CLAIMS OR INTERESTS, OR AS AN OTHER BENEFICIAL OWNER, WHO HAS BEEN GIVEN NOTICE OF THE OPPORTUNITY TO OPT OUT OF GRANTING THE RELEASES SET FORTH IN THE PLAN BUT DO NOT OPT OUT, YOU ARE AUTOMATICALLY DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS IN THE PLAN.

**Notice of Assumption of Executory Contracts
and Unexpired Leases of Debtors and Related Procedures**

1. Please take notice that, in accordance with Sections 8.1 and 8.2 of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed assumed, unless such contract or lease (i) was previously assumed or rejected by the Debtors, pursuant to Final Order of the Bankruptcy Court, (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto, (iii) is the subject of a motion to reject filed by the Debtors on or before the Confirmation Date, or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts.

2. Please take further notice that Section 8.1 of the Plan further provides that the Debtors reserve the right, subject to the consent of the Required Consenting Noteholders, such consent not to be unreasonably withheld, on or before 5:00 p.m. (Prevailing Central Time) on the date that is seven (7) days before the Confirmation Hearing, or such other time as may be agreed in writing between the Debtors and the applicable counterparty, to amend the Schedule of Rejected Contracts to add or remove any executory contract or unexpired lease; provided that if the Confirmation Hearing is adjourned or continued, such amendment right shall be extended to 5:00 p.m. (Prevailing Central Time) on the date that is seven (7) days before the rescheduled or continued Confirmation Hearing, and section 8.1(d) of the Plan shall apply in the case of any and all subsequent adjournments and continuances of the Confirmation Hearing; provided, further that the Debtors may amend the Schedule of Rejected Contracts to add or delete any executory

contracts or unexpired leases after such date to the extent agreed with the relevant counterparties and upon entry of an order of the Bankruptcy Court.

3. Pursuant to Section 8.2 of the Plan, at least ten (10) days before the deadline to object to confirmation of the Plan, the Debtors shall serve a notice on parties to executory contracts or unexpired leases to be assumed, assumed and assigned, or rejected reflecting the Debtors' intention to potentially assume, assume and assign, or reject the contract or lease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). Additionally, Section 8.2 of the Plan provides that any objection by a counterparty to an executory contract or unexpired lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Debtors within seven (7) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.

4. Any counterparty to an executory contract or unexpired lease that does not timely object to the notice of the proposed assumption of such executory contract or unexpired lease shall be deemed to have assented to assumption of the applicable executory contract or unexpired lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor or any Reorganized Debtor, as applicable, under such executory contract or unexpired lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor or any Reorganized Debtor, as applicable. Each such provision shall be deemed to not apply to the assumption of such executory contract or unexpired lease pursuant to the Plan and counterparties to assumed executory contracts or unexpired leases that fail to object to the proposed assumption in accordance with the terms set forth in Section 8.2(a) of the Plan, shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

5. Section 8.2 of the Plan also provides that, if there is an Assumption Dispute (as defined in the Plan) pertaining to assumption of an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective, provided, that the Debtors (with the consent of the Required Consenting Noteholders, such consent not to be unreasonably withheld) or the Reorganized Debtors, as applicable, may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court. Section 8.2 of the Plan further provides that, to the extent an Assumption Dispute relates solely to the Cure Amount, the Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease prior to the resolution of the Assumption Dispute; provided, that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required cure payment by the non-Debtor party to such executory contract or unexpired lease (or such smaller amount as may be

fixed or estimated by the Bankruptcy Court or otherwise agreed to by such non-Debtor party and the applicable Reorganized Debtor).

6. Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied by the Debtors or Reorganized Debtors, as the case may be, upon assumption of the underlying contracts and unexpired leases. Assumption of any executory contract or unexpired lease pursuant to the Plan, or otherwise, shall result in the full release and satisfaction of any Claims or defaults, subject to satisfaction of the Cure Amount, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the effective date of the assumption. Any proofs of claim filed with respect to an executory contract or unexpired lease that has been assumed or assigned shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court or any other Entity, upon the deemed assumption of such contract or unexpired lease.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS CONFIRMATION HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

Copies of documents in the Debtors' chapter 11 cases are available upon request to Epiq Corporate Restructuring, LLC, by calling (855) 914-4668 (for U.S. calls) or (503) 520-4416 (if calling from outside the U.S.), by email at cblpropertiesinfo@epiqglobal.com, or by visiting <https://dm.epiq11.com/cblproperties>.

Dated: May 26, 2021
Houston, Texas

Respectfully submitted,

/s/ Alfredo R. Pérez

WEIL, GOTSHAL & MANGES LLP

Alfredo R. Pérez (15776275)

700 Louisiana Street, Suite 1700

Houston, Texas 77002

Telephone: (713) 546-5000

Facsimile: (713) 224-9511

Email: Alfredo.Perez@weil.com

-and-

WEIL, GOTSHAL & MANGES LLP

Ray C. Schrock, P.C. (admitted *pro hac vice*)

Garrett A. Fail (admitted *pro hac vice*)

Moshe A. Fink (admitted *pro hac vice*)

767 Fifth Avenue

New York, New York 10153

Telephone: (212) 310-8000

Facsimile: (212) 310-8007

Email: Ray.Schrock@weil.com

Garrett.Fail@weil.com

Moshe.Fink@weil.com

*Attorneys for Debtors
and Debtors in Possession*