

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

In re: CBL & ASSOCIATES PROPERTIES, INC., et al., Debtors.¹	§ § § § § § §	Chapter 11 Case No. 20-35226 (DRJ) (Jointly Administered) Re: Docket No. 1163 and 1369
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**NOTICE OF FILING
REDLINES FOR THIRD AMENDED
JOINT CHAPTER 11 PLAN OF CBL & ASSOCIATES
PROPERTIES, INC. AND ITS AFFILIATED DEBTORS**

PLEASE TAKE NOTICE THAT, on May 25, 2021, CBL & Associates Properties, Inc. and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), filed the *Third Amended Joint Chapter 11 Plan of CBL & Associates Properties, Inc. and Its Affiliated Debtors* (Docket No. 1163) (the “**Third Amended Plan**”).

PLEASE TAKE FURTHER NOTICE THAT, since the filing of the Third Amended Plan, the Debtors have made additional technical modifications to the Third Amended Plan, which are reflected in the *Third Amended Joint Chapter 11 Plan of CBL & Associates Properties, Inc. and Its Affiliated Debtors (With Technical Modifications)* (Docket No. 1369) (the “**Third Amended Plan (With Technical Modifications)**”).

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ 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.

PLEASE TAKE FURTHER NOTICE THAT annexed hereto as **Exhibit A** is a changed-pages-only redline reflecting incremental changes between the Third Amended Plan and the Third Amended Plan (With Technical Modifications).

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Dated: August 9, 2021
Houston, Texas

Respectfully submitted,

/s/ Alfredo R. Pérez

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Certificate of Service

I hereby certify that on August 9, 2021, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Alfredo R. Pérez

Alfredo R. Pérez

Exhibit A

Redline

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

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

THIRD AMENDED
JOINT CHAPTER 11 PLAN OF CBL & ASSOCIATES PROPERTIES, INC.
AND ITS AFFILIATED DEBTORS (WITH TECHNICAL MODIFICATIONS)

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and Debtors in Possession*

Dated: ~~May 25~~ August 9, 2021
Houston, Texas

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' 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.

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Each of the debtors in the above-captioned chapter 11 cases (each, a “*Debtor*” and collectively, the “*Debtors*”) proposes the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in section 1.1 below.

ARTICLE I DEFINITIONS AND INTERPRETATION.

1.1 Definitions.

The following terms shall have the respective meanings specified below:

Ad Hoc Noteholder Group Steering Committee means the committee comprised of the following entities (and related investment managers, advisers, or sub-advisors): (i) Aegon USA Investment Management, LLC; (ii) Aurelius Capital Management, LP; (iii) BP Holdings J LP; (iv) Canyon Capital Advisors LLC; (v) Cetus Capital LLC; (vi) Fidelity Management & Research Company; (vii) Oaktree Capital Management, L.P.; and (viii) Pacific Investment Management Company LLC.

Additional Collateral Properties means (i) Valley View Mall, (ii) Southaven Towne Center, and (iii) Southaven Town Center—Self-Development, as set forth on Schedule 1 to Exhibit 1 to the Plan Term Sheet.

Additional Loan Parties means the direct and indirect subsidiaries of the LP that, immediately prior to the Effective Date, own the Additional Collateral Properties and Pearland Town Center—HCA Office, which such entities shall, upon the Effective Date, be the direct or indirect wholly-owned subsidiaries of the Exit Facility Borrower.

Administrative Expense Claim means any Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 327, 328, 330, 365, 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including (i) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the Debtors’ businesses, (ii) Fee Claims, (iii) Restructuring Expenses, and (iv) all fees and charges assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code.

Affiliate means (i) an Entity that directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of a Person or Entity, other than an Entity that holds such securities—(A) in a fiduciary or agency capacity without sole discretionary power to vote such securities; or (B) solely to secure a debt, if such Entity has not in fact exercised such power to vote; (ii) corporation 20 percent or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by a Person or Entity, or by an Entity that directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of a Person or Entity, other than an Entity that holds such securities—(A) in a fiduciary or agency capacity without sole discretionary power to vote such securities; or (B) solely to secure a debt, if such Entity has not in fact exercised such power to vote; (iii) Person whose business is operated under a lease or operating agreement by a Person or Entity, or Person substantially all of whose property is operated under

supplemented from time to time, which is prepared and distributed in accordance with sections 1125, 1126(b), or 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, or other applicable law.

Disputed means, with respect to a Claim, (i) any Claim that is disputed under Article VII of the Plan or as to which the Debtors have interposed and not withdrawn an objection or request for estimation that has not been determined by a Final Order, (ii) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of claim was not timely or properly filed, (iii) any Claim that is listed in the Schedules, if filed, as unliquidated, contingent or disputed, and as to which no request for payment or Proof of Claim has been filed, or (iv) any Claim that is otherwise disputed by any of the Debtors or Reorganized Debtors in accordance with applicable law or contract, which dispute has not been withdrawn, resolved or overruled by a Final Order. To the extent the Debtors dispute only the amount of a Claim, such Claim shall be deemed Allowed in the amount the Debtors do not dispute, if any, and Disputed as to the balance of such Claim.

Disputed Claims Reserve means any reserve for Disputed Claims established pursuant to section 7.4 of the Plan, including the Laredo Disputed Claims Reserve.

Distribution Record Date means, except with respect to any publicly traded Security or as otherwise provided in the Plan, the five (5) Business Days prior to the anticipated Effective Date.

DTC means The Depository Trust Company, a limited-purpose trust company organized under the New York State Banking Law.

Effective Date means the date which is the first Business Day on which (i) all conditions to the effectiveness of the Plan set forth in section 9.1 of the Plan have been satisfied or waived in accordance with the terms of the Plan and (ii) no stay of the Confirmation Order is in effect.

Employment Arrangements means all employee compensation plans, Benefit Plans, employment agreements, executive employment agreements, offer letters, or award letters to which any Debtor is a party, including all agreements related to the Debtors' two-tier key employee retention program for certain key employees.

Entity has the meaning set forth in section 101(15) of the Bankruptcy Code.

Estate(s) means individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

Exchange Act means the Securities Exchange Act of 1934, as amended.

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

Stay, and (IV) Granting Related Relief, entered by the Bankruptcy Court on April 2, 2021 (Docket No. 1018).

Final Order means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the Clerk of the Bankruptcy Court (or such other court) on the docket in the Chapter 11 Cases (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (ii) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, stay, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Bankruptcy Rule 8002; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such order, shall not cause an order not to be a Final Order.

First Lien Credit Agreement means that certain Credit Agreement, dated as of January 30, 2019 (as the same may have been amended, restated, amended and restated, supplemented, or otherwise modified from time to time), by and among the LP, as borrower, the REIT, as guarantor for certain limited purposes, the First Lien Credit Facility Administrative Agent, the First Lien Credit Facility Syndication Agent, the First Lien Credit Facility Documentation Agents, and the First Lien Credit Facility Lenders.

First Lien Credit Facility Administrative Agent means Wells Fargo Bank, National Association, solely in its capacity as administrative agent under the First Lien Credit Agreement.

First Lien Credit Facility Claim means, except for Consenting Crossholder Claims, any Claim arising under or related to the First Lien Credit Agreement and the First Lien Credit Facility Documents.

First Lien Credit Facility Collateral means the Collateral that secures payment of the obligations under the First Lien Credit Agreement in accordance with the First Lien Credit Facility Documents.

First Lien Credit Facility Documentation Agents means, collectively, Citizens Bank, N.A., PNC Bank, National Association, JPMorgan Chase Bank, N.A. and Regions Bank, each, solely in its capacity as a documentation agent under the First Lien Credit Agreement.

First Lien Credit Facility Documents means, collectively, the First Lien Credit Agreement and any loan documents related thereto.

Debtor, whether or not transferable and whether fully vested or vesting in the future, including any option, warrant, or other right, contractual or otherwise, to acquire any such interest in a Debtor, that existed immediately before the Effective Date.

Laredo Deficiency Claim means a contingent (but maximum) \$5,000,000 Unsecured Claim held by U.S. Bank National Association against LP for any amounts under the Loan Modification (as defined in the Laredo Settlement Motion) unpaid after liquidation of the Laredo Property (as defined in the Laredo Settlement Motion), foreclosure on the Laredo Property and/or credit bid by U.S. Bank National Association for the Laredo Property, in accordance with the terms set forth in the Laredo Settlement Motion, if and as approved by the Bankruptcy Court.

Laredo Disputed Claims Reserve means a reserve established by the Debtors or Reorganized Debtors, as applicable, in accordance with Article VII of the Plan, administered by the Debtors, the Reorganized Debtors, or the Disbursing Agent, as applicable, for payment of Laredo Deficiency Claim in accordance with the Laredo Settlement Motion, if and as approved by the Bankruptcy Court.

Laredo Settlement Motion means, to the extent approved by the Bankruptcy Court, the Joint Motion of Debtor Laredo Outlet Shoppes, LLC and U.S. Bank for Entry of an Order Approving (I) Settlement Agreement and (II) Agreed Dismissal of Chapter 11 Case, filed at Docket No. 1332.

Lien has the meaning set forth in section 101(37) of the Bankruptcy Code.

LP means CBL & Associates Limited Partnership.

LP Series K Special Common Units means the Series K special common units issued by the LP.

LP Series L Special Common Units means the Series L special common units issued by the LP.

LP Series S Special Common Units means the Series S special common units issued by the LP.

Management Incentive Plan means the post-restructuring equity-based management incentive plan to be adopted by the New Board (or a committee thereof) on or as soon as reasonably practicable after the Effective Date, which shall provide for the grant of a percentage of the New Common Stock (or warrants or options to purchase New Common Stock or other equity-linked securities) equal to ~~up to~~ 10% divided by the REIT LP Ownership Percentage on a fully diluted basis to certain members of management of the Reorganized Debtors; provided that the Management Incentive Plan will include customary anti-dilution protections.

New Board means the initial board of directors of Reorganized REIT.

New Common Stock means the shares of common stock, par value \$.001 per share, or equity interests of Reorganized REIT to be issued on or after the Effective Date, in accordance with the Plan.

New Convertible Notes means the first lien notes to be issued by the New Notes Issuer in the principal amount up to \$150,000,000 on the terms and conditions set forth in the New Convertible Notes Documents (including the right to exchange such New Convertible Notes with the New Notes Issuer for New Common Stock); provided that the principal amount of New Convertible Notes issued pursuant to the Convertible Notes Election shall not exceed \$100,000,000 in the aggregate. For the avoidance of doubt, New Convertible Notes include the New Money Convertible Notes issued pursuant to the Commitment Letter. Reorganized REIT will contribute (or cause to be contributed) to the New Notes Issuer, as needed from time to time, any New Common Stock required for a subsequent exchange of the New Convertible Notes (with appropriate adjustments to the ownership of the Reorganized LP to reflect such contribution).

New Convertible Notes Documents means collectively, the New Convertible Notes Indenture and all other “~~{Convertible-Notes Documents}~~” (as defined ~~therein~~ in the New Convertible Notes Indenture), including all other agreements, documents, and instruments delivered or entered into pursuant thereto or in connection therewith (including any guarantee agreements and collateral documentation) (in each case, as amended, restated, modified, or supplemented from time to time), each of which shall, to the extent applicable, contain terms consistent with the New Convertible Notes Term Sheet.

New Convertible Notes Indenture means that certain indenture, dated as of the Effective Date (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof), which shall contain terms consistent with the New Convertible Notes Term Sheet.

New Convertible Notes Credit Parties means the New Notes Issuer and the guarantors of the New Convertible Notes under the New Convertible Notes Documents.

New Convertible Notes Term Sheet means that certain term sheet attached hereto as Exhibit D that sets forth the principal terms of the New Convertible Notes.

New Corporate Governance Documents means (i) the Amended By-Laws, (ii) the Amended Certificate of Incorporation, and (iii) any other applicable material governance and/or organizational documents of the Reorganized Debtors; provided that the New Corporate Governance Documents shall not include the Exit Credit Facility Borrower Corporate Governance Documents.

New LP Units means the common units, par value \$.001 per share, of Reorganized LP to be issued on the Effective Date, in accordance with the Plan, and such common units shall have no greater rights than the New Common Stock.

New Money Convertible Notes means New Convertible Notes to be issued on the same terms as the New Convertible Notes, in accordance with the New Convertible Notes

Indenture and the Commitment Letter, in an aggregate principal amount not to exceed \$50,000,000.

New Notes Issuer means an intermediate holding company formed prior to or on the Effective Date (other than the Exit Credit Facility Borrower) that will (i) be owned by the LP or Reorganized LP, as applicable, and (ii) own all the direct and indirect subsidiaries of Reorganized LP other than the Exit Credit Facility Borrower and the Exit Credit Facility Subsidiaries.

New Senior Secured Notes means the first lien notes to be issued by the New Notes Issuer in the principal amount not to exceed \$555,000,000 on the terms and conditions set forth in the New Senior Secured Notes Documents.

New Senior Secured Notes Documents means collectively, the New Senior Secured Notes Indenture and all other “Notes Documents” (as defined [therein in the New Senior Secured Notes Indenture](#)), including all other agreements, documents, and instruments delivered or entered into pursuant thereto or in connection therewith (including any guarantee agreements and collateral documentation) (in each case, as amended, restated, modified, or supplemented from time to time), each of which shall, to the extent applicable, contain terms consistent with the New Senior Secured Notes Term Sheet.

New Senior Secured Notes Indenture means that certain indenture, dated as of the Effective Date (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof), with the New Notes Issuer, as issuer, which shall contain terms consistent with the New Senior Secured Notes Term Sheet.

New Senior Secured Notes Credit Parties means the New Notes Issuer and the guarantors of the New Senior Secured Notes under the New Senior Secured Notes Documents.

New Senior Secured Notes Term Sheet means that certain term sheet attached hereto as **Exhibit C** that sets forth the principal terms of the New Senior Secured Notes.

Non-Debtor Affiliates means any direct or indirect subsidiary or affiliate of the LP that is not a Debtor in the Chapter 11 Cases.

Ongoing Trade Claim means, as determined by the Debtors (with the consent of the Required Consenting Noteholders, such consent not to be unreasonably withheld and, solely with respect to the Exit Credit Facility Subsidiaries, the Required Consenting Bank Lenders, such consent not to be unreasonably withheld), an unsecured Claim that is a fixed, liquidated, and undisputed payment obligation to a third-party provider of goods and services to the Debtors that facilitates the Debtors’ operations in the ordinary course of business and will continue to do so after the Effective Date.

Other Beneficial Owner means any current or former shareholder of debt or equity securities of the Debtors, purchased during the period from July 29, 2014 through March 26, 2019, inclusive.

Governance Documents; provided, further, that nothing in the New Corporate Governance Documents shall adversely impact the economic recovery of holders of Existing LP Common Units and Existing REIT Common Stock as set forth herein; provided that the Exit Credit Facility Borrower Corporate Governance Documents shall be reasonably acceptable to Required Consenting Bank Lenders and the Required Consenting Noteholders; provided, that, through the Effective Date, the Debtors shall have the right to amend the documents and schedules contained in, and exhibits to, the Plan Supplement in accordance with the terms of the Plan and the Restructuring Support Agreement.

Plan Term Sheet means Exhibit B to the Restructuring Support Agreement.

Priority Tax Claim means any Claim of a governmental unit (as defined in section 101(27) of the Bankruptcy Code) of the kind entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Pro Rata means the proportion that an Allowed Claim or Interest in a particular Class bears to the aggregate amount of Allowed Claims or Interests in that Class.

Professional Person means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

Proof of Claim means a proof of Claim filed in the Chapter 11 Cases.

Property-Level Borrower means the Non-Debtor Affiliates listed on Exhibit E hereto.

Property-Level Guarantee Claim means any Claim against a Debtor arising from or based upon a prepetition guarantee by the LP or REIT (or a subsidiary thereof) of a Property-Level Loan.

Property-Level Guarantee Settlement Claim means, as determined by the Debtors (with the consent of the Required Consenting Noteholders, such consent not to be unreasonably withheld), a Property-Level Guarantee Claim held by a holder that agrees with the Debtors, pursuant to Bankruptcy Rule 9019, to waive any and all defaults on a Property-Level Loan arising from, or related to the Chapter 11 Cases, in exchange for such holder's Property-Level Guarantee Claim: (i) being Reinstated; (ii) remaining Unimpaired; or (iii) receiving such other treatment as agreed upon among the Debtors, the Required Consenting Noteholders and the holder of such Property-Level Guarantee Claim. A list of Property-Level Guarantee Settlement Claims is set forth on Exhibit A to the Property-Level Settlement Notice.

Property-Level Loan means any mortgage loan, construction loan, CMBS loan, or any other loan made to a Property-Level Borrower, provided, that Property-Level Loans shall not include the First Lien Credit Facility or the Senior Unsecured Notes.

Property-Level Settlement Notice means the Notice of Classification of Property-Level Guarantee Claims, filed at Docket No. 1316, as may be amended, supplemented, or modified.

Registration Rights Agreement means that certain registration rights agreement, dated as of the Effective Date (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof), to be entered into by and among Reorganized REIT and each of the Consenting Noteholders (unless such Consenting Noteholder opts out) relating to the registration of the resale of the New Common Stock, including New Common Stock issued upon conversion of the New Convertible Notes, which shall contain terms substantially consistent with the Restructuring Support Agreement and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders.

Reinstated or Reinstatement means, with respect to Claims and Interests, the treatment provided for in section 1124 of the Bankruptcy Code.

REIT means CBL & Associates Properties Inc.

REIT LP Ownership Percentage means the percentage of the New LP Units held indirectly by the REIT through Holdings I and Holdings II on the Effective Date taking into consideration the New LP Units received by holders of Existing LP Units that elect to receive New LP Units.

Related Party means with respect to a Person or Entity, that Person's or Entity's current and former Affiliates, and such Persons' or Entities' and their current and former Affiliates' predecessors, successors, assigns, and current and former subsidiaries, officers, directors, principals, equity holders (regardless of whether such interests are held directly or indirectly), members, partners (including both general and limited partners), managers, employees, agents, trustees, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, management companies, fund advisors, other professionals, managed accounts or funds, and affiliated investment funds or investment vehicles.

Released Parties means, collectively, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Noteholders, (iv) the members of the Ad Hoc Noteholder Group Steering Committee, (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) holders of Property-Level Guarantee Settlement Claims solely to the extent that the applicable settlement agreement between the Debtors and such holder contemplates a release and solely to the extent set forth in the applicable settlement agreement, and (x) with respect to each of the foregoing Persons and Entities in clauses (i) through (~~viii~~x), 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.

Consenting Noteholders seeking payment of out-of-pocket expenses based on each individual Consenting Noteholders' percentage held of the aggregate outstanding principal amount of the Senior Unsecured Notes held by all individual Consenting Noteholders seeking payment of their out-of-pocket expenses pursuant to this clause (A)(v); provided, further, that, for the avoidance of doubt, the Debtors shall in no event pay in excess of the \$500,000 cap; and (B)(i) Jones Day, as legal counsel to the First Lien Credit Facility Administrative Agent and any administrative agent's fees owing to the First Lien Credit Facility Administrative Agent under the fee letter executed in connection with the First Lien Credit Agreement; (ii) Ducera Partners LLC, as the financial advisor retained by the First Lien Credit Facility Administrative Agent; (iii) Newmark & Company Real Estate, Inc. d/b/a Newmark Knight Frank, as advisor to Jones Day; (iv) Consilio LLC and Epiq, as third-party litigation vendors of First Lien Credit Facility Administrative Agent; and (v) such local counsel as First Lien Credit Facility Administrative Agent or Jones Day may engage to assist with State-specific issues related to the collateral properties, provided that, if practicable, such local counsel shall not duplicate efforts with the local counsel to the Consenting Noteholders engaged for the same purpose; and (C) reasonable and documented out-of-pocket expenses of individual Consenting Bank Lenders (including fees and expenses of external counsel) that became Consenting Bank Lenders prior to, on, or within thirty (30) days after, March 21, 2021. In each case, such Restructuring Expenses shall be payable in accordance with the terms of the applicable engagement or fee letters executed with such parties and any applicable law or orders of the Bankruptcy Court.

Restructuring Support Agreement means that certain First Amended and Restated Restructuring Support Agreement, dated as of March 21, 2021, by and among the Debtors and the Consenting Noteholders, and Consenting Bank Lenders, attached hereto as **Exhibit A**, as the same may be amended, restated, or otherwise modified.

Restructuring Support Agreement Approval Order means the order entered by the Bankruptcy Court on April 29, 2021 ~~(~~Docket No. 1090~~)~~ authorizing the Debtors to perform under the Restructuring Support Agreement.

Restructuring Transactions has the meaning set forth in section 5.2(e) of the Plan.

Restructuring Transaction Steps means the series of corporate transactions and actions to be implemented on or around the Effective Date pursuant to the Plan and filed as part of the Plan Supplement.

Schedule of Rejected Contracts means the schedule of executory contracts and unexpired leases to be rejected by the Debtors pursuant to the Plan, if any, as the same may be amended, modified, or supplemented from time to time.

Schedules means any schedules of assets and liabilities, statements of financial affairs, lists of holders of Claims and Interests and all amendments or supplements thereto filed by the Debtors with the Bankruptcy Court to the extent such filing is not waived pursuant to an order of the Bankruptcy Court.

SEC means the United States Securities and Exchange Commission.

Senior Unsecured Notes among the LP, as issuer, the REIT, as limited guarantor, the Subsidiary Guarantors party thereto and the Senior Unsecured Notes Trustee.

Senior Unsecured Notes Trustee means Delaware Trust Company, solely in its capacity as trustee under the Senior Unsecured Notes Indenture.

Senior Unsecured Notes Trustee Fees and Expenses means the claims for reasonable fees, indemnities, compensation, expenses, disbursements, advancements, and any other amounts due to the Senior Unsecured Notes Trustee or its predecessor arising under the Senior Unsecured Notes Indenture, including, among other things, attorneys' fees, expenses and disbursements, incurred by the Senior Unsecured Notes Trustee or its predecessor prior to the Petition Date and through and including the Effective Date, and reasonable fees and expenses incurred in connection with distributions made pursuant to the Plan or the cancellation and discharge of the Senior Unsecured Notes Indenture.

Statutory Fees means all fees and charges assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code.

Subsidiary Guarantors means CBL/Imperial Valley GP, LLC, CBL/Kirkwood Mall, LLC, CBL/Madison I, LLC, CBL/Richland G.P., LLC, CBL/Sunrise GP, LLC, Cherryvale Mall, LLC, Hixson Mall, LLC, Imperial Valley Mall GP, LLC, JG Winston-Salem, LLC, Kirkwood Mall Acquisition LLC, Kirkwood Mall Mezz LLC, Layton Hills Mall CMBS, LLC, Madison/East Towne, LLC, Madison/West Towne, LLC, Madison Joint Venture, LLC, Mayfaire GP, LLC, MDN/Laredo GP, LLC, Mortgage Holdings, LLC, Multi-GP Holdings, LLC, Pearland Ground, LLC, Pearland Town Center GP, LLC, Frontier Mall Associates Limited Partnership, Turtle Creek Limited Partnership, POM-College Station, LLC, CBL RM-Waco, LLC, Arbor Place Limited Partnership, Imperial Valley Mall II, L.P., Imperial Valley Mall, L.P., Mayfaire Town Center, LP, Pearland Town Center Limited Partnership, CBL SM-Brownsville, LLC, Mall Del Norte, LLC, CBL/Westmoreland I, LLC, CBL/Westmoreland II, LLC, CBL/Westmoreland, L.P., and CW Joint Venture, LLC.

Tax Code means the Internal Revenue Code of 1986, as amended from time to time.

Trade Agreement has the meaning set forth in section 4.5(a) of the Plan.

U.S. Trustee means the United States Trustee for Region 7.

Unimpaired means, with respect to a Claim, Interest, or Class of Claims or Interests, not "impaired" within the meaning of such term in section 1124 of the Bankruptcy Code.

Unsecured Claims means, collectively, (i) Senior Unsecured Notes Claims, (ii) General Unsecured Claims, ~~or~~ and (iii) Ongoing Trade Claims, the holders of which do not execute a Trade Agreement.

Unsecured Claims Recovery Pool means a combination of consideration consisting of (i) a percentage of the New Common Stock, issued in accordance with the

Restructuring Transactions, equal to 78.42857% divided by the REIT LP Ownership Percentage, subject to dilution by the Management Incentive Plan and subsequent issuances of common equity (including securities or instruments convertible into common equity) by the Debtors or Reorganized Debtors, as applicable, from time to time after the Effective Date, (ii) \$80,000,000 in Cash, and (iii) New Senior Secured Notes in the amount of \$474,000,000 (subject to the Convertible Notes Election).²

Voting Deadline means July 26, 2021 at 4:00 p.m. prevailing Central Time, or such other date and time as may set by the Bankruptcy Court.

Wells Fargo Adversary Proceeding means the adversary proceeding in the Chapter 11 Cases styled *CBL & Associates Properties, Inc. et al. v. Wells Fargo Bank, N.A.*, No. 20-03454 (DRJ), described more fully in the Section V.D of the Disclosure Statement.

1.2 Interpretation; Application of Definitions; Rules of Construction.

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in or exhibit to the Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof and the Restructuring Support Agreement. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in the Plan,” “of the Plan,” “to the Plan,” and “under the Plan,” respectively. The words “includes” and “including” are not limiting. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (i) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (ii) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (iii) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (iv) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

1.3 Consent Rights of Required Consenting Creditors.

Notwithstanding anything herein to the contrary, any and all consent rights of the Required Consenting Creditors, including the respective rights of the Required Consenting Noteholders, the Required Consenting Crossholders, the Required Consenting Non-Crossholders and Required Consenting Bank Lenders, set forth in the Restructuring Support Agreement, including with respect to the form and substance of the Plan, and any other Plan Documents, and any amendments, restatements, supplements, or other modifications to such documents, and any

² ~~Subject to ongoing diligence. The Required Consenting Noteholders reserve the right to modify the Unsecured Claims Recovery Pool after review of General Unsecured Claims and review/approval by the Required Consenting Creditors.~~

(a) **Treatment:**³ Except to the extent that a holder of an Allowed Ongoing Trade Claim agrees to different treatment, on and after the Effective Date, or as soon as reasonably practicable thereafter, each holder of an Allowed Ongoing Trade Claim shall receive:

- (i) if a holder of an Ongoing Trade Claim executes a trade agreement (a **“Trade Agreement”**) with the Debtors (the form and terms of such Trade Agreement to be determined by the Debtors in consultation with the (A) Required Consenting Noteholders and the Creditors’ Committee and, (B) solely with respect to the Exit Credit Facility Subsidiaries, the Required Consenting Bank Lenders), four (4) equal Cash installments, payable on a quarterly basis, which payments shall result in full payment in the Allowed amount of such Ongoing Trade Claim; or
- (ii) if a holder of an Ongoing Trade Claim does not execute a Trade Agreement, such holder’s Pro Rata share of the Unsecured Claims Recovery Pool in accordance with section 4.7 of the Plan.

(b) **Impairment and Voting:** Allowed Ongoing Trade Claims are Impaired. Holders of Ongoing Trade Claims are entitled to vote on the Plan.

4.6 Class 6: Property-Level Guarantee Settlement Claims.

(a) **Treatment:** Pursuant to Bankruptcy Rule 9019, on and after the Effective Date, or as soon as reasonably practicable thereafter, each Allowed Property-Level Guarantee Settlement Claim shall, in accordance with the applicable settlement agreement between the Debtors and such holder of a Property-Level Guarantee Claim (with the consent of the Required Consenting Noteholders, such consent not to be unreasonably withheld), either (i) be Reinstated, (ii) remain Unimpaired, or (iii) receive such treatment as agreed upon between the Debtors and the holder of such Property-Level Guarantee Claim (with the consent of the Required Consenting Noteholders, such consent not to be unreasonably withheld).

(b) **Impairment and Voting:** Allowed Property-Level Guarantee Settlement Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Property-Level Guarantee Settlement Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Property-Level Guarantee Settlement Claims.

4.7 Class 7: Unsecured Claims.

(a) **Treatment:**⁴ Except to the extent that a holder of an Allowed Unsecured Claim agrees to different treatment, on and after the Effective Date, or as soon as reasonably practicable thereafter, each holder of an Allowed Unsecured Claim shall receive, in full and final

³- ~~Subject to diligence regarding Ongoing Trade Claims pool.~~

⁴- ~~Subject to diligence regarding General Unsecured Claims pool.~~

immediately prior to the Plan Distributions or (ii)(A) be deemed to have converted or redeemed, as applicable, such holder's Existing LP Common Unit(s), effective the day prior to the Distribution Record Date, in exchange for Existing REIT Common Stock on terms consistent with the applicable prepetition agreements for the Existing LP Common Units and (B) receive a Pro Rata⁵² share of the Existing Common Equity Recovery Pool, subject to reduction in accordance with section 4.14(a) of the Plan, if applicable; provided that, if the Bankruptcy Court does not approve the recovery to holders of Existing LP Common Units, Existing REIT Preferred Stock, and Existing REIT Common Stock, the New Common Stock set forth in section 4.10(a)(ii) of the Plan shall be added to the Unsecured Claims Recovery Pool and the New LP Units set forth in section 4.10(a)(i) of the Plan shall not be issued; provided, however, that the value otherwise allocable to holders of Existing LP Common Units under section 4.10(a) of the Plan shall be reduced, on a dollar-for-dollar basis utilizing the equity value implied by the mid-point of the Debtors' valuation set forth in connection with confirmation, by any costs incurred by or attributed to the Debtors' Estates in connection with any litigation or objection prosecuted after the Bankruptcy Court's approval of the Disclosure Statement by one or more holders of Existing LP Common Units prior to or in connection with the Confirmation Hearing as such costs are determined by the Bankruptcy Court in connection with confirmation of the Plan; provided, further, that, to the extent that no holder of Existing LP Common Units objects to confirmation of the Plan, the recovery to holders of Interests in Class 10 on account of such Interests shall not be reduced notwithstanding any objection(s) by holders of Claims or Interests in another Class. Further, notwithstanding anything to the contrary herein, even if Class 10 votes, as a class, to accept the Plan, the rights of holders of Existing LP Common Units to object to confirmation of the Plan on the grounds that the Plan does not comply with section 1129(b)(2) of the Bankruptcy Code are preserved, and the Debtors reserve all rights to dispute any such objection(s) on any grounds other than on the basis that such party does not have a legal right to prosecute such an objection as a matter of law.

(b) **Impairment and Voting:** Existing LP Common Units are Impaired by the Plan. Holders of Existing LP Common Units are entitled to vote on the Plan.

4.11 Class 11: Existing REIT Preferred Stock.

(a) **Treatment:** On the Effective Date, the Existing REIT Preferred Stock shall be cancelled (or otherwise eliminated), and, on the Effective Date, or as soon as reasonably practicable thereafter, each holder of Allowed Existing REIT Preferred Stock shall receive, in full and final satisfaction of such Interest, such holder's Pro Rata share of a percentage of the New Common Stock, issued in accordance with the Restructuring Transactions, equal to 5.5% divided by the REIT LP Ownership Percentage, subject to dilution by the Management Incentive Plan and subsequent issuances of common equity (including securities or instruments convertible into common equity) by the REIT from time to time after the Effective Date, as set forth herein, and subject to reduction in accordance with section 4.14(a) of the Plan, if applicable; provided that, if the Bankruptcy Court does not approve the recovery to holders of Existing LP Common

⁵² For purposes of section 4.10(a)(ii)(B) of the Plan, the Pro Rata amounts shall be calculated as the Pro Rata share of all Allowed Existing LP Common Units electing to receive such treatment and Allowed Existing REIT Common Stock.

Units, Existing REIT Preferred Stock, and Existing REIT Common Stock, the New Common Stock set forth in section 4.11(a) of the Plan shall be added to the Unsecured Claims Recovery Pool; provided, however, that the value otherwise allocable to holders of Existing REIT Preferred Stock under section 4.11(a) of the Plan shall be reduced, on a dollar-for-dollar basis utilizing the equity value implied by the mid-point of the Debtors' valuation set forth in connection with confirmation, by any costs incurred by or attributed to the Debtors' Estates in connection with any litigation or objection prosecuted after the Bankruptcy Court's approval of the Disclosure Statement by one or more holders of Existing REIT Preferred Stock prior to or in connection with the Confirmation Hearing as such costs are determined by the Bankruptcy Court in connection with confirmation of the Plan; provided, further, that, to the extent that no holder of Existing REIT Preferred Stock objects to confirmation of the Plan, the recovery to holders of Interests in Class 11 on account of such Interests shall not be reduced notwithstanding any objection(s) by holders of Claims or Interests in another Class. Further, notwithstanding anything to the contrary herein, even if Class 11 votes, as a class, to accept the Plan, the rights of holders of Existing REIT Preferred Stock to object to confirmation of the Plan on the grounds that the Plan does not comply with section 1129(b)(2) of the Bankruptcy Code are preserved, and the Debtors reserve all rights to dispute any such objection(s) on any grounds other than on the basis that such party does not have a legal right to prosecute such an objection as a matter of law.

(b) **Impairment and Voting:** Existing REIT Preferred Stock are Impaired. Holders of Existing REIT Preferred Stock are entitled to vote on the Plan.

4.12 Class 12: Existing REIT Common Stock.

(a) **Treatment:** On the Effective Date, the Existing REIT Common Stock shall be cancelled (or otherwise eliminated), and, on the Effective Date, or as soon as reasonably practicable thereafter, each holder of Allowed Existing REIT Common Stock shall receive, in full and final satisfaction of such Interest, such holder's Pro Rata⁶³~~6-3~~ share of the Existing Common Equity Recovery Pool, subject to reduction in accordance with section 4.14(a) of the Plan, if applicable; provided that, if the Bankruptcy Court does not approve the recovery to holders of Existing LP Common Units, Existing REIT Preferred Stock, and Existing REIT Common Stock, the Existing Common Equity Recovery Pool shall be added to the Unsecured Claims Recovery Pool; provided, however, that the value otherwise allocable to holders of Existing REIT Common Stock under section 4.12(a) of the Plan shall be reduced, on a dollar-for-dollar basis utilizing the equity value implied by the mid-point of the Debtors' valuation set forth in connection with confirmation, by any costs incurred by or attributed to the Debtors' Estates in connection with any litigation or objection prosecuted after the Bankruptcy Court's approval of the Disclosure Statement by one or more holders of Existing REIT Common Stock prior to or in connection with the Confirmation Hearing as such costs are determined by the Bankruptcy Court in connection with confirmation of the Plan; provided, further, that, to the extent that no holder of Existing REIT Common Stock objects to confirmation of the Plan, the recovery to holders of Interests in Class 12 on account of such Interests shall not be reduced notwithstanding any

⁶³ For purposes of section 4.12(a) of the Plan, the Pro Rata amounts shall be calculated as the Pro Rata share of all Allowed Existing LP Common Units electing to receive such treatment and Allowed Existing REIT Common Stock.

objection(s) by holders of Claims or Interests in another Class. Further, notwithstanding anything to the contrary herein, even if Class 12 votes, as a class, to accept the Plan, the rights of holders of Existing REIT Common Stock to object to confirmation of the Plan on the grounds that the Plan does not comply with section 1129(b)(2) of the Bankruptcy Code are preserved, and the Debtors reserve all rights to dispute any such objection(s) on any grounds other than on the basis that such party does not have a legal right to prosecute such an objection as a matter of law.

(b) **Impairment and Voting:** Existing REIT Common Stock are Impaired. Holders of Existing REIT Common Stock are entitled to vote on the Plan.

4.13 Class 13: Intercompany Interests.

(a) **Treatment:** On the Effective Date, all Intercompany Interests shall be treated as set forth in section 5.12 of the Plan.

(b) **Impairment and Voting:** Allowed Intercompany Interests are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Intercompany Interests are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Intercompany Interests.

4.14 Class 14: Section 510(b) Claims.

(a) **Treatment:** Except to the extent that a holder of an Allowed Section 510(b) Claim agrees to a different treatment, Section 510(b) Claims shall be cancelled, released, discharged, and extinguished as of the Effective Date and shall be of no further force or effect, and, to the extent such holder of a Section 510(b) Claim is not receiving a recovery on account of the Security giving rise to such Claim under the Plan, each holder of an Allowed Section 510(b) Claim shall receive on account of such holder's Allowed Section 510(b) Claim its Pro Rata share of New Common Stock, if any, issued in accordance with the Restructuring Transactions to holders of Existing LP Common Units, Existing REIT Preferred Stock, and Existing REIT Common Stock pursuant to sections 4.10(a), 4.11(a), and 4.12(a) of the Plan. For the avoidance of doubt, to the extent that a holder of a Section 510(b) Claim receives a recovery under the Plan on account of the Security underlying such Claim, such holder shall not receive a recovery on account of such holder's Section 510(b) Claim, if any, arising from such Security.

(b) **Impairment and Voting:** Section 510(b) Claims are Impaired by the Plan. Holders of Section 510(b) Claims are entitled to vote on the Plan.

ARTICLE V MEANS FOR IMPLEMENTATION.

5.1 Compromise and Settlement of Claims, Interests, and Controversies.

Pursuant to section 363 and 1123(b)(2) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a creditor or an Interest holder may have with respect to any Allowed Claim or Interest or any distribution to be

or in any proceeding in the Bankruptcy Court or any other court; and (H) permitting the First Lien Credit Facility Administrative Agent and the Senior Unsecured Notes Trustee to perform any functions that are necessary to effectuate the foregoing; provided, further, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan or result in any expense or liability to the Reorganized Debtors, except to the extent set forth in or provided for under the Plan; provided, further, that notwithstanding confirmation of the Plan or the occurrence of the Effective Date, except to the extent otherwise provided in the Plan, any agreement described in clause (i)(B) above shall, if assumed and assigned to the Reorganized Debtors, otherwise remain in full force and effect and the Reorganized Debtors shall be bound to all other provisions thereunder; provided, further, that nothing in this section shall effect a cancellation of any Intercompany Interests or Intercompany Claims. For the avoidance of doubt, the Senior Unsecured Notes Trustee shall be entitled to assert its Senior Unsecured Notes Charging Lien arising under and in accordance with the Senior Unsecured Notes Indenture, and any ancillary document, instrument, or agreement to obtain payment of the Senior Unsecured Notes Trustee Fees and Expenses.

(b) Except for the foregoing, on and after the Effective Date, all duties and responsibilities of the Senior Unsecured Notes Trustee shall be fully discharged (i) unless otherwise specifically set forth in or provided for under the Plan, the Plan Supplement, or the Confirmation Order, and (ii) except with respect to such other rights of the Senior Unsecured Notes Trustee that survive termination pursuant to the Senior Unsecured Notes Indenture.

(c) Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to the Debtors or Reorganized Debtors, as applicable, any Collateral or other property of a Debtor held by such holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or lis pendens, or similar interests or documents.

5.5 Officers and Boards of Directors.

(a) On the Effective Date, the New Board shall consist of ~~seventy-eight~~ (78) members, which shall include the following: (i) the Chief Executive Officer, (ii) ~~fivesix~~ (56) members selected by the Required Consenting Noteholders, and (iii) one (1) member selected by the Debtors and reasonably acceptable to the Required Consenting Noteholders (it being understood that Charles Lebovitz is acceptable to the Required Consenting Noteholders); provided that there shall not be an Executive Chairman or similar role designated or otherwise provided for in connection with the Debtors' emergence from chapter 11. The composition of the boards of directors or board of managers of each Reorganized Debtor, as applicable, shall be disclosed prior to the Confirmation Hearing in accordance with section 1129(a)(5) of the Bankruptcy Code.

(b) Except as otherwise provided in the Plan Supplement, the officers of the respective Reorganized Debtors immediately before the Effective Date, as applicable, shall serve as the initial officers of each of the respective Reorganized Debtors on and after the Effective

7.2 Objections to Claims.

(a) Except as otherwise expressly provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Reorganized Debtors, shall have the authority (i) to file, withdraw, or litigate to judgment objections to Claims; (ii) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (iii) to administer and adjust the Debtors' claims register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

(b) Any objections to a Claim shall be filed on or before the date that is the later of (i) one hundred eighty (180) days after the Effective Date and (ii) such later date as may be fixed by the Bankruptcy Court, after notice and a hearing, upon a motion by the Reorganized Debtors, as such deadline may be extended from time to time; provided, that the expiration of such period shall not limit or affect the Debtors' or the Reorganized Debtors' rights to dispute Claims asserted in the ordinary course of business other than through a Proof of Claim.

7.3 Estimation of Claims.

Before or after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may at any time request that the Bankruptcy Court estimate any Disputed Claim or Disputed Interest that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. In the event that the Bankruptcy Court estimates any Disputed, contingent, or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the Debtors or the Reorganized Debtors, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim or Interest that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has filed a motion requesting the right to seek such reconsideration on or before twenty-one (21) calendar days after the date on which such Claim or Interest is estimated.

7.4 Disputed Claims Reserves.

(a) On or before the Effective Date, the Debtors or Reorganized Debtors (with the reasonable consent of the Required Consenting Noteholders), as applicable, shall establish one or more reserves (including the Laredo Disputed Claims Reserve) with respect to amounts that would otherwise be distributable to holders of Unsecured Claims and Section 510(b) Claims that are Disputed Claims (including the Laredo Deficiency Claim) as of the Distribution Record Date (for the avoidance of doubt, deducting such amounts, if any, from the recoveries set forth in sections 4.7(a) and 4.14(a) of the Plan, respectively), which reserves shall be administered by the Debtors, the Reorganized Debtors, or the ~~Distribution~~Disbursing Agent, as applicable. After the

Effective Date, the Reorganized Debtors or the ~~Distribution~~Disbursing Agent shall hold such assets in such reserve(s) in trust for the benefit of those holders, if any, of Unsecured Claims and Section 510(b) Claims that are Disputed Claims as of the Distribution Record Date that are determined to be Allowed after the Distribution Record Date. The Reorganized Debtors or the ~~Distribution~~Disbursing Agent shall distribute such amounts (net of any expenses, including any allocable taxes incurred or payable by the Disputed Claims ~~r~~Reserve(s), including in connection with such distribution), as provided in the Plan, as such Claims are resolved by a Final Order or agreed to by settlement, and such amounts will be distributable on account of such Claims as such amounts would have been distributable had such Claims been Allowed Claims as of the Effective Date under Articles IV and VI of the Plan solely to the extent of the amounts available in the applicable Disputed Claims ~~r~~Reserve(s).

(b) At such time as all Unsecured Claims and Section 510(b) Claims that are Disputed Claims as of the Distribution Record Date have been resolved, any remaining assets in the Disputed Claims ~~r~~Reserve(s) (net of any expenses, including any allocable taxes incurred or payable by the Disputed Claims ~~r~~Reserve(s), including in connection with such distribution) shall be distributed to holders of Allowed Unsecured Claims and Allowed Section 510(b) Claims in accordance with the terms of Article IV of the Plan.

(c) Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary, or the receipt of a determination by the Internal Revenue Service, the Debtors, the Reorganized Debtors or the ~~Distribution~~Disbursing Agent, as applicable, shall treat the Disputed Claims ~~r~~Reserve(s) established under this section 7.4 of the Plan as one or more “disputed ownership funds” governed by Treasury Regulation section 1.468B-9 and, to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Debtors, the Reorganized Debtors, the ~~Distribution~~Disbursing Agent, and the holders of Disputed Claims) shall be required to report for tax purposes consistently with the foregoing. The Reorganized Debtors or the ~~Distribution~~Disbursing Agent, as applicable, may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for or on behalf of the Disputed Claims ~~r~~Reserve(s) for all taxable periods through the date on which final distributions are made.

(d) Each Disputed Claims ~~r~~Reserve shall be responsible for payment, out of the assets of such reserve, of any taxes imposed on the Disputed Claims ~~r~~Reserve or its assets. In the event, and to the extent, any Cash in the Disputed Claims ~~r~~Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets of such reserve (including any income that may arise upon the distribution of the assets in such reserve) or other expenses, assets of the Disputed Claims ~~r~~Reserve (e.g., the New Common Stock) may be sold to pay such taxes or other expenses.

7.5 Adjustment to Claims Register Without Objection.

Any duplicate Claim or Interest or any Claim or Interest that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Debtors or the Reorganized Debtors, as applicable, upon agreement

8.9 Reservation of Rights.

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to the Plan or in the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an executory contract or unexpired lease or that the Debtors or the Reorganized Debtors or their respective affiliates has any liability thereunder.

(b) Except as explicitly provided in the Plan, nothing in the Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Reorganized Debtors under any executory or non-executory contract or unexpired or expired lease.

(c) Nothing in the Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Reorganized Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

(d) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under the Plan, the Debtors or Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

ARTICLE IX CONDITIONS PRECEDENT TO OCCURRENCE OF EFFECTIVE DATE.

9.1 Conditions Precedent to Effective Date.

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied or waived in accordance with the Plan:

- (a) the Plan Supplement has been filed;
- (b) the Bankruptcy Court has entered the Confirmation Order and such Confirmation Order has not been stayed, modified, or vacated;
- (c) the Restructuring Support Agreement shall be in full force and effect and binding on all parties thereto and not be (i) identified on the Schedule of Rejected Contracts or (ii) subject of a pending motion to reject executory contracts, all conditions shall have been satisfied thereunder, and no default shall exist thereunder that has not otherwise been cured or waived;

(d) the settlement agreements with the Property-Level Lenders, if any, the Property-Level Settlement Guarantee Claims (including the classification and allowed amount, if any, of such Property-Level Guarantee Settlement Claims), and the Property-Level Guarantee Claims (including the classification and allowed amount, if any, of such Property-Level Guarantee Claims) shall be reasonably acceptable to the Required Consenting Noteholders;

(e) ~~(d)~~—the conditions to the effectiveness of the Exit Credit Facility Documents, New Senior Secured Notes Documents, and New Convertible Notes Documents have been satisfied or waived in accordance with the terms thereof, and the Exit Credit Facility Documents, New Senior Secured Notes Documents, and New Convertible Notes Documents are in full force and effect and binding on all of the respective parties thereto;

(f) ~~(e)~~—the Debtors shall have implemented the Restructuring Transactions and all other transactions contemplated by the Plan and the Restructuring Support Agreement in a manner consistent in all material respects with the Plan and Restructuring Support Agreement and otherwise reasonably acceptable to the parties entitled to consent thereunder;

(g) ~~(f)~~—all outstanding Restructuring Expenses incurred, or estimated to be incurred, through the Effective Date (or, with respect to necessary post-Effective Date activities, after the Effective Date), to the extent invoiced before the Effective Date, shall have been paid in full in Cash by the Debtors in accordance with, and subject to, the terms of the Restructuring Support Agreement;

(h) ~~(g)~~—all governmental approvals, including Bankruptcy Court approval, necessary to effectuate the Restructuring Transactions shall have been obtained and all applicable waiting periods have expired;

(i) ~~(h)~~—all actions, documents (including the Plan Documents), and agreements necessary to implement and consummate the Plan shall have been effected or executed and binding on all parties thereto, in form and substance consistent in all respects with the Restructuring Support Agreement and reasonably acceptable to the relevant parties under the Restructuring Support Agreement (other than the New Corporate Governance Documents, which shall be acceptable to the Required Consenting Non-Crossholders and the Required Consenting Crossholders in their sole discretion as provided herein), and shall not have been modified in a manner inconsistent with the Restructuring Support Agreement;

(j) ~~(i)~~—the New Corporate Governance Documents, in form and substance acceptable to the Required Consenting Noteholders, and Exit Credit Facility Borrower New Corporate Governance Documents, in form and substance acceptable to the Required Consenting Noteholders and Required Consenting Bank Lenders, shall have been adopted and (where required by applicable law) filed with the applicable authorities of the relevant jurisdictions of organization and shall have become effective in accordance with such jurisdiction's corporate, limited liability company, or alternative comparable laws, as applicable;

(k) ~~(j)~~—the Debtors shall have sufficient Cash on hand to make all Cash payments required to be made on the Effective Date pursuant to the Plan;

(l) ~~(k)~~—the issuance of the New Convertible Notes shall be approved by the Bankruptcy Court on terms substantially similar to the terms set forth in the Plan Documents; and

(m) ~~(l)~~—the Fee Escrow Account shall have been established and funded with Cash in accordance with section 2.2(b) of the Plan.

9.2 Waiver of Conditions Precedent.

(a) Each of the conditions precedent to the occurrence of the Effective Date may be waived in writing by (i) solely with respect to the condition precedent to the occurrence of the Effective Date set forth in section ~~9.1(f)~~ 9.1(m) of the Plan, the Debtors, the Required Consenting Noteholders, and the Creditors' Committee and (ii) with respect to all other conditions precedent to the occurrence of the Effective Date, in each case, the Debtors and the parties holding applicable consent rights pursuant to the Plan or Restructuring Support Agreement, as applicable, with respect to such condition precedent without leave of or order of the Bankruptcy Court. If any such condition precedent is waived pursuant to this section and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied, the waiver of such condition precedent shall benefit from the "equitable mootness" doctrine, and the occurrence of the Effective Date shall foreclose any ability to challenge the Plan in any court. If the Plan is confirmed for fewer than all of the Debtors, only the conditions applicable to the Debtor or Debtors for which the Plan is confirmed must be satisfied or waived for the Effective Date to occur.

(b) Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred prior to the taking of any other such action.

(c) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

9.3 Effect of Failure of a Condition.

If the conditions listed in section 9.1 of the Plan are not satisfied or waived in accordance with section 9.2 of the Plan on or before the Effective Date, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall (i) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (ii) prejudice in any manner the rights of any Person, or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any of the Consenting Creditors, or any other Person.

9.4 Substantial Consummation.

"Substantial Consummation" of the Plan, as defined in section 1101(2) of the Bankruptcy Code, shall be deemed to occur on the Effective Date.

ARTICLE X EFFECT OF CONFIRMATION.

10.1 Binding Effect.

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after entry of the Confirmation Order, the

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; provided, further, that, with respect to holders of Property Level Guaranty Claims, any releases set forth in the Plan shall be limited to the releases, if any, contemplated by the applicable settlement agreement between the Debtors and such holder.

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

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; provided, further, that, with respect to holders of Property Level Guaranty Claims, any releases set forth in the Plan shall be limited to the releases, if any, contemplated by the applicable settlement agreement between the Debtors and such holder.

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 New LP Units, 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

(s) to recover all Assets of the Debtors and property of the Estates, wherever located; and

(t) to enter a final decree closing each of the Chapter 11 Cases.

ARTICLE XII MISCELLANEOUS PROVISIONS.

12.1 Exemption from Certain Transfer Taxes.

Pursuant to section 1146 of the Bankruptcy Code, (i) the issuance, transfer or exchange of any securities, instruments or documents, (ii) the creation of any Lien, mortgage, deed of trust or other security interest, (iii) all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under the Plan, (iv) any assumption, assignment, or sale by the Debtors of their interests in unexpired leases of nonresidential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, (v) the grant of Collateral under the Exit Credit Facility Documents, the New Senior Secured Notes Documents, and the New Convertible Notes Documents and (vi) the issuance, renewal, modification, or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan; ~~(including the Confirmation Order;)~~ including, for the avoidance of doubt, the transfer and recording of the properties, mortgages, pledges, hypothecations, and any other security interests specified in Exhibit F to the Plan, to be transferred following confirmation of the Plan in furtherance of the Plan—shall not be subject to any document recording tax, deed tax, stamp tax, conveyance fee or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or Governmental Unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, mortgage tax, intangible tax or similar tax.

12.2 Request for Expedited Determination of Taxes.

The Debtors shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

12.3 Dates of Actions to Implement Plan.

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day but shall be deemed to have been completed as of the required date.

| Dated: ~~May 25~~August 9, 2021
Chattanooga, Tennessee

Respectfully submitted,

By: /s/ Farzana Khaleel
Name: Farzana Khaleel
Title: Chief Financial Officer and Executive
Vice President on behalf of the Debtors

[Signature Page to Plan]

Exhibit F

List of Certain Property Transfers Pursuant to the Plan

Certain Properties to be Transferred Pursuant to the Plan

	<u>City</u>	<u>County</u>	<u>State</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Tax Parcel #</u>	<u>Vesting Deed Information (and subsequent plat reference if applicable)</u>
<u>1.</u>	<u>Jacksonville</u>	<u>Duval</u>	<u>FL</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Jacksonville Regal Cinema Mgmt PropCo, LLC</u>	<u>159631-0800-7</u>	<u>Book 9039, Page 547</u>
<u>2.</u>	<u>Port Orange</u>	<u>Volusia</u>	<u>FL</u>	<u>Port Orange Holdings II, LLC</u>	<u>CBL Port Orange Holdings II Mgmt OP PropCo, LLC</u>	<u>8008352</u>	<u>Book 6163, Page 3698</u> <u>Lot 2, Plat Book 61, Page 20</u>
<u>3.</u>	<u>Douglasville</u>	<u>Douglas</u>	<u>GA</u>	<u>CBL & Associates Management, Inc.</u>	<u>The Landing at Arbor Place II, LLC</u>	<u>0023-015-0109</u>	<u>Book 1236, Page 133</u> <u>Parcel 7A, Plat Book 24, Page 164</u>
<u>4.</u>	<u>Douglasville</u>	<u>Douglas</u>	<u>GA</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Arbor Place Mgmt OP PropCo, LLC</u>	<u>0014-015-0016</u>	<u>Book 1236, Page 133</u> <u>Parcel 4E, Plat Book 25, Page 297</u>
<u>5.</u>	<u>Douglasville</u>	<u>Douglas</u>	<u>GA</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Arbor Place Mgmt OP PropCo, LLC</u>	<u>0014-015-0015</u>	<u>Book 1236, Page 133</u> <u>Parcel 4D, Plat Book 25, Page 297</u>
<u>6.</u>	<u>Douglasville</u>	<u>Douglas</u>	<u>GA</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Arbor Place Mgmt OP PropCo, LLC</u>	<u>0014-015-0014</u>	<u>Book 1236, Page 133</u> <u>Parcel 4C, Plat Book 25, Page 297</u>
<u>7.</u>	<u>Douglasville</u>	<u>Douglas</u>	<u>GA</u>	<u>The Landing at Arbor Place II, LLC</u>	<u>CBL Landing at Arbor Place OP PropCo, LLC</u>	<u>0023-015-0128</u>	<u>Book 3451, Page 481</u> <u>Parcel 15, Plat Book 25, Page 179</u>
<u>8.</u>	<u>Douglasville</u>	<u>Douglas</u>	<u>GA</u>	<u>Henderson Square Limited Partnership</u>	<u>The Landing at Arbor Place II, LLC</u>	<u>0023-015-0112</u>	<u>For ownership see (1) Douglas County, GA Book 1247, Page 370; (2) Denton Co., TX Book 5549, Page 2690 and Denton Co., TX Book 5549, Page 2697; and (3) Cert of Dissolution filed in TX SOS office on April 11, 2005</u> <u>Parcel 14, Plat Book 25, Page 179</u>
<u>9.</u>	<u>Fairview Heights</u>	<u>St. Clair</u>	<u>IL</u>	<u>St. Clair Square SPE, LLC</u>	<u>CBL St. Clair Square OP PropCo, LLC</u>	<u>03-27.0-100-085</u> <u>(subdivision recently completed; new tax ID is pending)</u>	<u>Doc. No. A02154878</u> <u>Lot 6, Doc A02705486</u>
<u>10.</u>	<u>Fairview Heights</u>	<u>St. Clair</u>	<u>IL</u>	<u>St. Clair Square SPE, LLC</u>	<u>CBL St. Clair Square OP PropCo, LLC</u>	<u>03-27.0-100-085</u> <u>(subdivision recently completed; new tax ID is pending)</u>	<u>Doc. No. A02154878</u> <u>Lot 4, Doc A02705486</u>
<u>11.</u>	<u>Fairview Heights</u>	<u>St. Clair</u>	<u>IL</u>	<u>St. Clair Square SPE, LLC</u>	<u>CBL St. Clair Square OP PropCo, LLC</u>	<u>03-27.0-100-085</u> <u>(subdivision recently</u>	<u>Doc. No. A02154878</u> <u>Lot 5, Doc A02705486</u>

Certain Properties to be Transferred Pursuant to the Plan

						completed; new tax ID is pending)	
<u>12.</u>	<u>Fairview Heights</u>	<u>St. Clair</u>	<u>IL</u>	<u>St. Clair Square SPE, LLC</u>	<u>CBL St. Clair Square OP PropCo, LLC</u>	<u>03-27.0-100-085</u> (subdivision recently completed; new tax ID is pending)	<u>Doc. No. A02154878</u> <u>Lot 3, Doc A02705486</u>
<u>13.</u>	<u>Fairview Heights</u>	<u>St. Clair</u>	<u>IL</u>	<u>St. Clair Square SPE, LLC</u>	<u>CBL St. Clair Square OP PropCo, LLC</u>	<u>03-27.0-100-085</u> (subdivision recently completed; new tax ID is pending)	<u>Doc. No. A02154878</u> <u>Lot 2, Doc A02705486</u>
<u>14.</u>	<u>Louisville</u>	<u>Jefferson</u>	<u>KY</u>	<u>Jefferson Mall Company II, LLC</u>	<u>CBL Jefferson Mall Self Dev PropCo, LLC</u>	<u>23-2109-005B-0000</u>	<u>Book 7908, Page 529</u> <u>Plat Docket No. 17432</u>
<u>15.</u>	<u>Lexington</u>	<u>Fayette</u>	<u>KY</u>	<u>Fayette Mall SPE, LLC</u>	<u>CBL Fayette Mall OP PropCo, LLC</u>	<u>13863180</u>	<u>Book 2888, Page 59</u> <u>Parcel 2 of Lot 2, Plat M-692</u>
<u>16.</u>	<u>Lexington</u>	<u>Fayette</u>	<u>KY</u>	<u>Fayette Mall SPE, LLC</u>	<u>CBL Fayette Mall OP PropCo, LLC</u>	<u>10006430</u>	<u>Book 2888, Page 59</u> <u>Parcel 3 of Lot 2, Plat M-692</u>
<u>17.</u>	<u>Bel Air</u>	<u>Harford</u>	<u>MD</u>	<u>Harford Mall Business Trust</u>	<u>CBL Harford Mall Annex PropCo, LLC</u>	<u>03-004007</u>	<u>Book 4919, Page 728; Book 5103,</u> <u>Page 696</u>
<u>18.</u>	<u>Okemos</u>	<u>Ingham County/ Meridian Charter Township</u>	<u>MI</u>	<u>Meridian Mall Limited Partnership</u>	<u>CBL Meridian Mall OP PropCo II, LLC</u>	<u>portion of 33-02-02- 22-101-011; portion of 33-02-02-22-151-002</u>	<u>Parcel I: Book 2646, Page 1161</u>
<u>19.</u>	<u>Okemos</u>	<u>Ingham County/ Meridian Charter Township</u>	<u>MI</u>	<u>Meridian Mall Limited Partnership</u>	<u>CBL Meridian Mall OP PropCo II, LLC</u>	<u>33-02-02-15-300-025</u>	<u>Parcel VIII: Book 2646,</u> <u>Page 1199</u>
<u>20.</u>	<u>Okemos</u>	<u>Ingham County/ Meridian Charter Township</u>	<u>MI</u>	<u>Meridian Mall Limited Partnership</u> (leasehold interest)	<u>CBL Meridian Mall OP PropCo, LLC</u>	<u>33-02-02-15-300-027</u>	<u>Parcel III (Theater Tract): Book</u> <u>1543, Page 973 (as amended and</u> <u>assigned); Book 2231, Page 5;</u> <u>Book 2244, Page 862; Book 2646,</u> <u>Page 1219; Book 2912, Page 136</u>
<u>21.</u>	<u>Okemos</u>	<u>Ingham County/ Meridian Charter Township</u>	<u>MI</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Meridian Mall Township PropCo, LLC</u>	<u>33-02-02-22-151-001</u>	<u>Parcel VI (Bank Tract): Book</u> <u>2646, Page 1210</u>
<u>22.</u>	<u>Okemos</u>	<u>Ingham County/ Meridian Charter Township</u>	<u>MI</u>	<u>CBL & Associates Management, Inc.</u> (leasehold interest)	<u>CBL Meridian Mall Township PropCo, LLC</u>	<u>33-02-02-15-300-030</u>	<u>Remainder of Parcel VII (a/k/a</u> <u>Parcel VII (Central Park Tract)</u> <u>(parcel A)): Book 2056, Page 315;</u> <u>Book 2646, Page 1229; Doc. No.</u>

Certain Properties to be Transferred Pursuant to the Plan

							2019-011852; Doc. No. 2019-011854
23.	Okemos	Ingham County/ Meridian Charter Township	MI	CBL & Associates Management, Inc. (leasehold interest)	CBL Meridian Mall Township PropCo, LLC	33-02-02-21-226-013	Meridian 4 acre parcel (parcel B): Book 2056, Page 315; Book 2646, Page 1229; Doc. No. 2019- 011853; Doc. No. 2019-011854
24.	Livonia	City of Livonia	MI	Laurel Park Retail Properties LLC	CBL Laurel Park Mall OP PropCo, LLC	46-028-99-0002-020	Book 22593, Page 636 and Cert of Merger filed in DE SOS office on June 1, 2005 Parcel B, Plat Book 55996, Page 1248
25.	Southaven	DeSoto	MS	CBL & Associates Management, Inc.	Southaven Towne Center, LLC	1087-3610.0 0- 00002.00	Book 493, Page 557
26.	Southaven	DeSoto	MS	CBL & Associates Management, Inc.	Southaven Towne Center, LLC	1087-3610.0 0- 00011.01	Book 540, Page 331
27.	Southaven	DeSoto	MS	CBL & Associates Management, Inc.	Southaven Towne Center II, LLC	1087-3610.0 0- 00009.00	Book 493, Page 557
28.	Southaven	DeSoto	MS	Southaven Towne Center II, LLC	CBL Southaven Towne Center OP PropCo, LLC	1087-3610.0 0- 00012.00	Book 548, Page 262
29.	Southaven	DeSoto	MS	Southaven Towne Center II, LLC	Southaven Towne Center, LLC	1087-3610.0 0- 00013.00	Book 548, Page 262
30.	Southaven	DeSoto	MS	Southaven Towne Center, LLC	Southaven Towne Center II, LLC	1087-3600.0 0- 00001.00	Book 475, Page 777
31.	St. Peters	St. Charles	MO	Mid Rivers Land LLC	Mid Rivers Mall CMBS, LLC	265140A014	Book 4864, Page 2328
32.	St. Peters	St. Charles	MO	Mid Rivers Land LLC	Mid Rivers Mall CMBS, LLC	A870003885	Book 4864, Page 2334
33.	St. Peters	St. Charles	MO	Mid Rivers Mall CMBS, LLC	CBL Mid Rivers Mall OP PropCo, LLC	265140B026	Book 5576, Page 1835
34.	Joplin	Jasper	MO	Northpark Mall/Joplin, LLC	CBL Northpark Mall OP PropCo, LLC	35-0016464-1000	Book 1897, Page 490 Tract 1, Book 17, Page 43
35.	Joplin	Jasper	MO	Northpark Mall/Joplin, LLC	CBL Northpark Mall OP PropCo II, LLC	33-0010721-8100	Book 1897, Page 490
36.	Joplin	Jasper	MO	Northpark Mall/Joplin, LLC	CBL Northpark Mall OP PropCo II, LLC	33-0010721-8200	Book 1897, Page 490
37.	Joplin	Jasper	MO	CBL & Associates Management, Inc.	CBL Northpark Mall OP PropCo III, LLC	33-0010721-8000	Book 2462; Page 221
38.	Joplin	Jasper	MO	CBL & Associates Management, Inc.	CBL Northpark Mall OP PropCo III, LLC	35-0016464-2000	Book 2462; Page 221
39.	Joplin	Jasper	MO	CBL & Associates Management, Inc.	CBL Northpark Mall OP PropCo III, LLC	35-0016464-6000	Book 2462; Page 221
40.	St. Louis	St. Louis	MO	CBL & Associates Management, Inc.	CBL South County Center OP PropCo II, LLC	29J420734	Book 23237; Page 254
41.	St. Louis	St. Louis	MO	South County Shoppingtown LLC	CBL South County Center OP PropCo, LLC	29K621110	Book 15376, Page 670 Lot 6, Book 366, Page 330

Certain Properties to be Transferred Pursuant to the Plan

42.	St. Louis	St. Louis	MO	South County Shoppingtown LLC	CBL South County Center OP PropCo, LLC	29K340114	Book 15376, Page 670 Lot 5, Book 366, Page 330
43.	St. Louis	St. Louis	MO	South County Shoppingtown LLC	CBL South County Center OP PropCo, LLC	29J130235	Book 15376, Page 670 Lot 4, Book 366, Page 330
44.	St. Louis	St. Louis	MO	South County Shoppingtown LLC	CBL South County Center OP PropCo, LLC	29J130246	Book 15376, Page 670 Lot 2, Book 366, Page 334
45.	St. Louis	St. Louis	MO	South County Shoppingtown LLC	CBL South County Center OP PropCo, LLC	29J130257	Book 15376, Page 670 Lot 1, Book 366, Page 334
46.	St. Louis	St. Louis	MO	South County Shoppingtown LLC	CBL South County Center OP PropCo, LLC	29J420745	Book 15376, Page 670 Lot 2, Book 366, Page 330
47.	Burlington	Alamance	NC	Alamance Crossing, LLC	CBL Alamance Crossing OP PropCo, LLC	112479	Book 2297, Page 846
48.	Burlington	Alamance	NC	Alamance Crossing, LLC	CBL Alamance Crossing OP PropCo, LLC	112514	Book 2297, Page 840
49.	Burlington	Alamance	NC	Alamance Crossing, LLC	CBL Alamance Crossing OP PropCo, LLC	112515	Book 2442, Page 755
50.	Burlington	Alamance	NC	Alamance Crossing, LLC	CBL Alamance Crossing OP PropCo, LLC	107050	Book 2297, Page 0084
51.	Burlington	Alamance	NC	Alamance Crossing, LLC	CBL Alamance Crossing OP PropCo, LLC	107052	Book 2508, Page 97
52.	Burlington	Alamance	NC	Alamance Crossing, LLC	CBL Alamance Crossing OP PropCo, LLC	112654	Book 2608, Page 219
53.	Burlington	Alamance	NC	CBL & Associates Management, Inc.	CBL Alamance Crossing Mgmt OP PropCo, LLC	107049	Book 2567, Page 721; Plat Book 76, Page 116
54.	Burlington	Alamance	NC	CBL & Associates Management, Inc.	CBL Alamance Crossing Mgmt OP PropCo, LLC	170452	Book 2740, Page 804; Plat Book 73, Page 376
55.	Fayetteville	Cumberland	NC	Cross Creek Anchor S, LP	CBL Cross Creek Sears OP Prop Co, LLC	0418019571000 / 0418-01-9571	Book 10028, Page 714; Plat Book 145, Page 169
56.	Fayetteville	Cumberland	NC	Cross Creek Anchor S, LP	CBL Cross Creek Sears OP Prop Co, LLC	0418016116000 / 0418-01-6116	Book 10028, Page 714; Plat Book 145, Page 169
57.	Fayetteville	Cumberland	NC	Cross Creek Anchor S, LP	CBL Cross Creek Sears OP PropCo II, LLC	0418019221000 / 0418-01-9221	Book 10028, Page 714; Plat Book 145, Page 169
58.	Wilmington	New Hanover	NC	CBL & Associates Management, Inc.	CBL Mayfaire Town Center OP PropCo, LLC	R05000-003-292-000	Book 6136; Page 251
59.	Wilmington	New Hanover	NC	CBL & Associates Management, Inc.	CBL Mayfaire Town Center OP PropCo, LLC	R05000-003-293-000	Book 6136; Page 251
60.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	CBL Mayfaire Town Center OP PropCo II, LLC	R05000-003-195-000	Book 5897, Page 2754
61.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	CBL Mayfaire Town Center OP PropCo II, LLC	R05000-003-196-000	Book 5897, Page 2754
62.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	CBL Mayfaire Town Center OP PropCo II, LLC	R05000-003-045-000	Book 5897, Page 2754
63.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	CBL Mayfaire Town Center OP PropCo II, LLC	R05000-003-106-000	Book 5897, Page 2754
64.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	CBL Mayfaire Town Center OP PropCo II, LLC	R05000-003-044-000	Book 5897, Page 2754
65.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	CBL Mayfaire Town Center OP PropCo II, LLC	R05000-003-108-000	Book 5897, Page 2754
66.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	CBL Mayfaire Town Center OP PropCo II, LLC	R05000-003-109-000	Book 5897, Page 2754

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67.	<u>Wilmington</u>	<u>New Hanover</u>	<u>NC</u>	<u>Mayfaire Town Center, LP</u>	<u>CBL Mayfaire Town Center OP PropCo II, LLC</u>	<u>R05000-003-019-000</u>	<u>Book 5897, Page 2754</u>
68.	<u>Wilmington</u>	<u>New Hanover</u>	<u>NC</u>	<u>Mayfaire Town Center, LP</u>	<u>CBL Mayfaire Town Center OP PropCo II, LLC</u>	<u>R05000-003-024-000</u>	<u>Book 5897, Page 2754</u>
69.	<u>Winston-Salem</u>	<u>Forsyth</u>	<u>NC</u>	<u>Hanes Mall Parcels, LLC</u>	<u>CBL Hanes Mall OP PropCo, LLC</u>	<u>6814-45-7269.00</u>	<u>Book 3444, Page 4251</u>
70.	<u>Minot</u>	<u>Ward</u>	<u>ND</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Dakota Square Mall OP PropCo III, LLC</u>	<u>M1356770000020</u>	<u>Doc. No. 3016520</u>
71.	<u>Minot</u>	<u>Ward</u>	<u>ND</u>	<u>Dakota Square Mall CMBS, LLC</u>	<u>CBL Dakota Square Mall OP PropCo, LLC</u>	<u>M1356770000050</u>	<u>Doc. No. 2940631</u>
72.	<u>Minot</u>	<u>Ward</u>	<u>ND</u>	<u>Dakota Square Mall CMBS, LLC</u>	<u>CBL Dakota Square Mall OP PropCo, LLC</u>	<u>M1356770000060</u>	<u>Doc. No. 2940631</u>
73.	<u>Minot</u>	<u>Ward</u>	<u>ND</u>	<u>Dakota Square Mall CMBS, LLC</u>	<u>CBL Dakota Square Mall OP PropCo, LLC</u>	<u>M1356770000030</u>	<u>Doc. No. 2940631</u>
74.	<u>Minot</u>	<u>Ward</u>	<u>ND</u>	<u>Dakota Square Mall CMBS, LLC</u>	<u>CBL Dakota Square Mall OP PropCo II, LLC</u>	<u>M1356770000100</u>	<u>Doc. No. 2940631</u>
75.	<u>Minot</u>	<u>Ward</u>	<u>ND</u>	<u>Dakota Square Mall CMBS, LLC</u>	<u>CBL Dakota Square Lot 8 PropCo, LLC</u>	<u>M1356770000080</u>	<u>Doc. No. 2940631</u>
76.	<u>Bismarck</u>	<u>Burleigh</u>	<u>ND</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Kirkwood Mall OP PropCo, LLC</u>	<u>600-003-001</u>	<u>Doc No. 878290</u>
77.	<u>Cincinnati</u>	<u>Clermont</u>	<u>OH</u>	<u>Eastgate Company</u>	<u>CBL Eastgate Self Development PropCo, LLC</u>	<u>41-31-05D-160</u>	<u>Book 600, Page 223</u>
78.	<u>Cincinnati</u>	<u>Clermont</u>	<u>OH</u>	<u>Eastgate Company</u>	<u>CBL Eastgate Self Development PropCo, LLC</u>	<u>41-31-05D-029</u>	<u>Book 600, Page 223</u>
79.	<u>Cincinnati</u>	<u>Clermont</u>	<u>OH</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Shops at EastGate PropCo, LLC</u>	<u>41-31-05D-172</u>	<u>Book 2143, Page 89</u>
80.	<u>York</u>	<u>York</u>	<u>PA</u>	<u>York Galleria Limited Partnership</u>	<u>CBL York Galleria OP PropCo, LLC</u>	<u>000-KJ-0001-00-00000</u> <u>(same as main mall</u> <u>parcel/ parcel pending</u> <u>subdivision)</u>	<u>Book 1475, Page 6765</u> <u>Lot 2 in pending subdivision plat</u>
81.	<u>Monroeville</u>	<u>Allegheny</u>	<u>PA</u>	<u>CBL/Monroeville Partner, LP</u>	<u>CBL Monroeville Mall OP PropCo, LLC</u>	<u>639-F-75</u>	<u>Doc. No. 2009-22771</u>
82.	<u>Monroeville</u>	<u>Allegheny</u>	<u>PA</u>	<u>CBL/Monroeville Partner, LP</u>	<u>CBL Monroeville Mall OP PropCo, LLC</u>	<u>639-A-60</u>	<u>Doc. No. 2009-22771</u>
83.	<u>Monroeville</u>	<u>Allegheny</u>	<u>PA</u>	<u>CBL/Monroeville Partner, LP</u>	<u>CBL/Monroeville, LP</u>	<u>639-F-75</u>	<u>Doc. No. 2009-22771</u>
84.	<u>Monroeville</u>	<u>Allegheny</u>	<u>PA</u>	<u>CBL/Monroeville Partner, LP</u>	<u>CBL/Monroeville, LP</u>	<u>639-F-75</u>	<u>Doc. No. 2009-22771</u>
85.	<u>Monroeville</u>	<u>Allegheny</u>	<u>PA</u>	<u>CBL/Monroeville Partner, LP</u>	<u>CBL/Monroeville, LP</u>	<u>639-H-370</u>	<u>Doc. No. 2009-22771</u>
86.	<u>Monroeville</u>	<u>Allegheny</u>	<u>PA</u>	<u>CBL/Monroeville Partner, LP</u>	<u>CBL/Monroeville, LP</u>	<u>639-A-50</u>	<u>Doc. No. 2009-22771</u>
87.	<u>Monroeville</u>	<u>Allegheny</u>	<u>PA</u>	<u>CBL/Monroeville Partner, LP</u>	<u>CBL/Monroeville, LP</u>	<u>638-S-350</u>	<u>Doc. No. 2009-22771</u>
88.	<u>Monroeville</u>	<u>Allegheny</u>	<u>PA</u>	<u>CBL/Monroeville Partner, LP</u>	<u>CBL/Monroeville, LP</u>	<u>639-B-10</u>	<u>Doc. No. 2009-22771</u>
89.	<u>Monroeville</u>	<u>Allegheny</u>	<u>PA</u>	<u>CBL/Monroeville Partner, LP</u>	<u>CBL/Monroeville, LP</u>	<u>639-F-46</u>	<u>Doc. No. 2009-22771</u>
90.	<u>Spartanburg</u>	<u>Spartanburg</u>	<u>SC</u>	<u>Westgate Crossing Limited Partnership</u>	<u>CBL Westgate Crossing PropCo, LLC</u>	<u>6 17-16 001.04</u>	<u>Deed Book 66K, Page 795</u>
91.	<u>Chattanooga</u>	<u>Hamilton</u>	<u>TN</u>	<u>Hamilton Place Anchor S, LLC</u>	<u>CBL Hamilton Place Sears OP PropCo, LLC</u>	<u>149I-A-001.04</u>	<u>Book 10966, Page 680</u>
92.	<u>Chattanooga</u>	<u>Hamilton</u>	<u>TN</u>	<u>The Shoppes at Hamilton Place, LLC</u>	<u>CBL Entertainment Parcel, LLC</u>	<u>148M G 001 (same as</u> <u>main parcel/pending</u> <u>subdivision)</u>	<u>Book 6257, Page 165; Book 6257,</u> <u>Page 162; Book 6257, Page 167</u>

Certain Properties to be Transferred Pursuant to the Plan

<u>93.</u>	<u>Chattanooga</u>	<u>Hamilton</u>	<u>TN</u>	<u>The Shoppes at Hamilton Place, LLC</u>	<u>CBL Entertainment Parcel, LLC</u>	<u>148M G 001 (same as main parcel/pending subdivision)</u>	<u>Book 6257, Page 165; Book 6257, Page 162; ; Book 6257, Page 167</u>
<u>94.</u>	<u>Franklin</u>	<u>Williamson</u>	<u>TN</u>	<u>CoolSprings Crossing Limited Partnership</u>	<u>CBL CoolSprings Crossing OP PropCo, LLC</u>	<u>053 12800 00008053 (a subdivision is in progress to split this into 3 lots)</u>	<u>Book 624, Page 444; Book 880, Page 966; Lot 41, Plat Book 18, Page 82</u>
<u>95.</u>	<u>Franklin</u>	<u>Williamson</u>	<u>TN</u>	<u>CoolSprings Crossing Limited Partnership</u>	<u>CBL CoolSprings Crossing OP PropCo, LLC</u>	<u>053 13600 00008053</u>	<u>Book 1729, Page 382; Lot 12, Plat Book 16, Page 37</u>
<u>96.</u>	<u>Beaumont</u>	<u>Jefferson</u>	<u>TX</u>	<u>Parkdale Mall, LLC</u>	<u>CBL Parkdale Mall Corner Tract 4 PropCo, LLC</u>	<u>79767; 050765-000/000400-00000</u>	<u>Doc. No. 2007025206</u>
<u>97.</u>	<u>Beaumont</u>	<u>Jefferson</u>	<u>TX</u>	<u>Parkdale Mall, LLC</u>	<u>CBL Parkdale Mall Corner Tract 4 PropCo, LLC</u>	<u>405065; 050765-000/000410-00000</u>	<u>Doc. No. 2007025206</u>
<u>98.</u>	<u>Beaumont</u>	<u>Jefferson</u>	<u>TX</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Parkdale Mall Corner OP PropCo, LLC</u>	<u>405066; 050765-000-000420-00000-0</u>	<u>Doc. No. 2018007241</u>
<u>99.</u>	<u>Pearland</u>	<u>Brazoria</u>	<u>TX</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Pearland Town Center OP PropCo II, LLC</u>	<u>600095</u>	<u>Doc. No. 2018004358</u>
<u>100.</u>	<u>Pearland</u>	<u>Brazoria</u>	<u>TX</u>	<u>TX-Land Parcels, LLC</u>	<u>CBL Pearland Town Center OP PropCo, LLC</u>	<u>600111</u>	<u>Doc. No. 2019005657</u>
<u>101.</u>	<u>Pearland</u>	<u>Brazoria</u>	<u>TX</u>	<u>TX-Land Parcels, LLC</u>	<u>CBL Pearland Town Center OP PropCo, LLC</u>	<u>600107</u>	<u>Doc. No. 2019005657</u>
<u>102.</u>	<u>Pearland</u>	<u>Brazoria</u>	<u>TX</u>	<u>TX-Land Parcels, LLC</u>	<u>CBL Pearland Town Center OP PropCo, LLC</u>	<u>600104</u>	<u>Doc. No. 2019005657</u>
<u>103.</u>	<u>Pearland</u>	<u>Brazoria</u>	<u>TX</u>	<u>TX-Land Parcels, LLC</u>	<u>CBL Pearland Town Center OP PropCo, LLC</u>	<u>600106</u>	<u>Doc. No. 2019005657</u>
<u>104.</u>	<u>Pearland</u>	<u>Brazoria</u>	<u>TX</u>	<u>TX-Land Parcels, LLC</u>	<u>CBL Pearland Town Center OP PropCo, LLC</u>	<u>600113</u>	<u>Doc. No. 2019005657</u>
<u>105.</u>	<u>Pearland</u>	<u>Brazoria</u>	<u>TX</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Pearland Residences PropCo, LLC</u>	<u>618841</u>	<u>Doc. No. 2007057856</u>
<u>106.</u>	<u>College Station</u>	<u>Brazos</u>	<u>TX</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Post Oak Mall OP PropCo, LLC</u>	<u>358626</u>	<u>Doc. No. 1349508; Vol. 15089</u>
<u>107.</u>	<u>College Station</u>	<u>Brazos</u>	<u>TX</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Post Oak Mall OP PropCo, LLC</u>	<u>357754</u>	<u>Doc. No. 1349508; Vol. 15089</u>
<u>108.</u>	<u>Brownsville</u>	<u>Cameron</u>	<u>TX</u>	<u>CBL/Sunrise Commons, L.P.</u>	<u>CBL Sunrise Commons PropCo, LLC</u>	<u>07/9807/0020/0010/00</u>	<u>Book 8981, Page 288</u>
<u>109.</u>	<u>Brownsville</u>	<u>Cameron</u>	<u>TX</u>	<u>CBL SM-Brownsville, LLC</u>	<u>CBL Sunrise Mall PropCo, LLC</u>	<u>06/9250/0000/0027/00</u>	<u>Book 20805, Page 117</u>
<u>110.</u>	<u>Brownsville</u>	<u>Cameron</u>	<u>TX</u>	<u>CBL SM-Brownsville, LLC (leasehold interest)</u>	<u>CBL Sunrise Mall PropCo, LLC</u>	<u>A portion of Parcel ID 06-9250-0000-0010-00</u>	<u>Book 7966, Page 206; Book 7966, Page 251; Book 8982, Page 20; Book 14163, Page 92</u>
<u>111.</u>	<u>Layton</u>	<u>Davis</u>	<u>UT</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Layton Hills Mall OP PropCo, LLC</u>	<u>10-030-0080</u>	<u>Book 6982; Page 450</u>
<u>112.</u>	<u>Layton</u>	<u>Davis</u>	<u>UT</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Layton Hills Mall OP PropCo, LLC</u>	<u>10-030-0052</u>	<u>Book 6982; Page 450</u>
<u>113.</u>	<u>Layton</u>	<u>Davis</u>	<u>UT</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Layton Hills Mall OP PropCo, LLC</u>	<u>10-317-0008</u>	<u>Book 6926; Page 653</u>
<u>114.</u>	<u>Layton</u>	<u>Davis</u>	<u>UT</u>	<u>CBL & Associates Management, Inc.</u>	<u>CBL Layton Hills Mall OP PropCo, LLC</u>	<u>10-317-0001</u>	<u>Book 6926; Page 653</u>
<u>115.</u>	<u>Roanoke</u>	<u>City of Roanoke</u>	<u>VA</u>	<u>Valley View Mall SPE, LLC</u>	<u>CBL Valley View Mall OP PropCo, LLC</u>	<u>2370110</u>	<u>Doc. No. 180006310</u>

Certain Properties to be Transferred Pursuant to the Plan

<u>116.</u>	<u>Roanoke</u>	<u>City of Roanoke</u>	<u>VA</u>	<u>Valley View Mall SPE, LLC</u>	<u>CBL Valley View Mall OP PropCo, LLC</u>	<u>2370109</u>	<u>Doc. No. 180006310</u>
<u>117.</u>	<u>Roanoke</u>	<u>City of Roanoke</u>	<u>VA</u>	<u>Valley View Mall SPE, LLC</u>	<u>CBL Valley View Mall OP PropCo, LLC</u>	<u>Parcel 6-A2, Doc. No. 210000764 (tax ID # is pending)</u>	<u>Doc. No. 180006310</u> <u>Lot 6-A2, Plat 210000764</u>
<u>118.</u>	<u>Roanoke</u>	<u>City of Roanoke</u>	<u>VA</u>	<u>Valley View Mall SPE, LLC</u>	<u>CBL Valley View Mall OP PropCo, LLC</u>	<u>Parcel 6A-3, Doc. No. 210000764 (tax ID # is pending)</u>	<u>Doc. No. 180006310</u> <u>Lot 6-A3, Plat 210000764</u>
<u>119.</u>	<u>Roanoke</u>	<u>City of Roanoke</u>	<u>VA</u>	<u>Valley View Mall SPE, LLC</u>	<u>CBL Valley View Mall OP PropCo, LLC</u>	<u>Parcel 6A-4, Doc. No. 210000764 (tax ID # is pending)</u>	<u>Doc. No. 180006310</u> <u>Lot 6-A4, Plat 210000764</u>
<u>120.</u>	<u>Roanoke</u>	<u>City of Roanoke</u>	<u>VA</u>	<u>Valley View Mall SPE, LLC</u>	<u>CBL Valley View Mall OP PropCo, LLC</u>	<u>2370119</u>	<u>Doc. No. 180006310</u> <u>Parcel 7A-2, Doc. No 200002472</u>
<u>121.</u>	<u>Brookfield</u>	<u>Waukesha</u>	<u>WI</u>	<u>Brookfield Square Joint Venture</u>	<u>CBL Brookfield Square OP PropCo, LLC</u>	<u>BR C 1116-995-004 (pending subdivision)</u>	<u>Doc. No. 666762</u>
<u>122.</u>	<u>Brookfield</u>	<u>Waukesha</u>	<u>WI</u>	<u>Brookfield Square Joint Venture</u>	<u>CBL Brookfield Square OP PropCo, LLC</u>	<u>BR C 1116-995-005 (pending subdivision)</u>	<u>Doc. No. 666762</u>
<u>123.</u>	<u>Madison</u>	<u>Dane</u>	<u>WI</u>	<u>Madison Joint Venture, LLC</u>	<u>CBL West Towne Crossing OP PropCo, LLC</u>	<u>0708-261-0080-5</u>	<u>Doc. No. 5067725</u> <u>Lot 2, CSM 13705, Vol. 90, ages 143-149, Doc. No. 5066938</u>
<u>124.</u>	<u>Madison</u>	<u>Dane</u>	<u>WI</u>	<u>Madison Joint Venture, LLC</u>	<u>CBL West Towne Crossing OP PropCo, LLC</u>	<u>0708-261-0079-8</u>	<u>Doc. No. 5067725</u> <u>Lot 3, CSM 13705, Vol. 90, ages 143-149, Doc. No. 5066938</u>
<u>125.</u>	<u>Madison</u>	<u>Dane</u>	<u>WI</u>	<u>Madison Joint Venture, LLC</u>	<u>Madison/West Towne, LLC</u>	<u>0708-261-0098-8</u>	<u>Doc. No. 5468715</u>
<u>126.</u>	<u>Madison</u>	<u>Dane</u>	<u>WI</u>	<u>Madison Joint Venture, LLC</u>	<u>Madison/West Towne, LLC</u>	<u>0708-261-0086-3</u>	<u>Doc. No. 5468715</u>
<u>127.</u>	<u>Madison</u>	<u>Dane</u>	<u>WI</u>	<u>Madison Joint Venture, LLC</u>	<u>Madison/West Towne, LLC</u>	<u>0708-261-0088-9</u>	<u>Doc. No. 5468715</u>
<u>128.</u>	<u>Madison</u>	<u>Dane</u>	<u>WI</u>	<u>Madison Joint Venture, LLC</u>	<u>Madison/West Towne, LLC</u>	<u>0708-261-0082-1</u>	<u>Doc. No. 5468715</u>
<u>129.</u>	<u>Madison</u>	<u>Dane</u>	<u>WI</u>	<u>Madison Joint Venture, LLC</u>	<u>Madison/East Towne, LLC</u>	<u>0810-273-0096-2</u>	<u>Doc. No. 5468715</u>
<u>130.</u>	<u>Madison</u>	<u>Dane</u>	<u>WI</u>	<u>Madison Joint Venture, LLC</u>	<u>WI-Land Parcels, LLC</u>	<u>0810-284-0701-4</u>	<u>Doc. No. 1239174; Doc. No. 1260537; Doc. No. 1260538; Doc. No. 1266609; Doc. No. 1266610; Doc. No. 1305242; Doc. No. 1392849; Doc. No. 1421763; Doc. No. 1654399; Doc. No. 1738368; Doc. No. 1901652;</u>

Certain Properties to be Transferred Pursuant to the Plan

							<u>Doc. No. 1911784; Doc. No. 2124842; Doc. No. 2124843; Doc. No. 2124844; Doc. No. 2142936; Doc. No. 2704078; Doc. No. 5468286 Lot 1, CSM 2104, Doc.</u>
<u>131.</u>	<u>Madison</u>	<u>Dane</u>	<u>WI</u>	<u>Madison Joint Venture, LLC</u>	<u>WI-Land Parcels, LLC</u>	<u>0810-284-070-30</u>	<u>Doc. No. 1239174; Doc. No. 1260537; Doc. No. 1260538; Doc. No. 1266609; Doc. No. 1266610; Doc. No. 1305242; Doc. No. 1392849; Doc. No. 1421763; Doc. No. 1654399; Doc. No. 1738368; Doc. No. 1901652; Doc. No. 1911784; Doc. No. 2124842; Doc. No. 2124843; Doc. No. 2124844; Doc. No. 2142936; Doc. No. 2704078; Doc. No. 5468286 Lot 3, CSM 2104, Doc.</u>
<u>132.</u>	<u>Madison</u>	<u>Dane</u>	<u>WI</u>	<u>Madison Joint Venture, LLC</u>	<u>WI-Land Parcels, LLC</u>	<u>0810-273-0085-5</u>	<u>Doc. No. 1239174; Doc. No. 1260537; Doc. No. 1260538; Doc. No. 1266609; Doc. No. 1266610; Doc. No. 1305242; Doc. No. 1392849; Doc. No. 1421763; Doc. No. 1654399; Doc. No. 1738368; Doc. No. 1901652; Doc. No. 1911784; Doc. No. 2124842; Doc. No. 2124843; Doc. No. 2124844; Doc. No. 2142936; Doc. No. 2704078; Doc. No. 5468286 Lot 3, CSM 14486, Doc. No.</u>

Certain Properties to be Transferred Pursuant to the Plan

<u>133.</u>	<u>Madison</u>	<u>Dane</u>	<u>WI</u>	<u>Madison Joint Venture, LLC</u>	<u>WI-Land Parcels, LLC</u>	<u>0810-284-0704-8</u>	<u>Doc. No. 1239174; Doc. No. 1260537; Doc. No. 1260538; No. 1266609; Doc. No. 1266610; Doc. No. 1305242; Doc. No. 1392849; Doc. No. 1421763; Doc. No. 1654399; Doc. No. 1738368; Doc. No. 1901652; Doc. No. 1911784; Doc. No. 2124842; Doc. No. 2124843; Doc. No. 2124844; Doc. No. 2142936; Doc. No. 2704078; Doc. No. 5468286 Lot 4, CSM 2104, Doc. No. 1479290</u>
<u>134.</u>	<u>Cheyenne</u>	<u>Laramie</u>	<u>WY</u>	<u>CBL & Associates Limited Partnership</u>	<u>CBL Frontier Square PropCo, LLC</u>	<u>13936000000000</u>	<u>Doc. No. 130191</u>

Properties that Will Be Subject to a New Mortgage Pursuant to the Plan

	<u>City</u>	<u>County</u>	<u>State</u>	<u>Mortgagor</u>	<u>Tax ID</u>	<u>Vesting Deed Information</u> (and subsequent plat reference if applicable)
<u>1.</u>	<u>Huntsville</u>	<u>Madison</u>	<u>AL</u>	<u>Parkway Place SPE, LLC</u>	<u>158097</u>	<u>Doc. No.</u> <u>20100608000306280</u>
<u>2.</u>	<u>Bloomington</u>	<u>McLean</u>	<u>IL</u>	<u>Eastland Mall, LLC</u>	<u>21-02-126-013</u>	<u>Doc. No. 2005-00035603</u>
<u>3.</u>	<u>Fairview Heights</u>	<u>St. Clair</u>	<u>IL</u>	<u>St. Clair Square SPE, LLC</u>	<u>03-27.0-100-085</u>	<u>Doc. No. A02154878</u> <u>Lot 1, Doc A02705486</u>
<u>4.</u>	<u>Fairview Heights</u>	<u>St. Clair</u>	<u>IL</u>	<u>St. Clair Square SPE, LLC</u>	<u>03-27.0-100-087</u>	<u>Doc. No. A02154878</u> <u>Lot 1, Doc A02705486</u>
<u>5.</u>	<u>Fairview Heights</u>	<u>St. Clair</u>	<u>IL</u>	<u>St. Clair Square SPE, LLC</u>	<u>03-27.0-100-032</u>	<u>Doc. No. A02154878</u> <u>Lot 1, Doc A02705486</u>
<u>6.</u>	<u>Fairview Heights</u>	<u>St. Clair</u>	<u>IL</u>	<u>St. Clair Square SPE, LLC</u>	<u>03-27.0-100-029</u>	<u>Doc. No. A02154878</u> <u>Lot 1, Doc A02705486</u>
<u>7.</u>	<u>Fairview Heights</u>	<u>St. Clair</u>	<u>IL</u>	<u>St. Clair Square SPE, LLC (leasehold interest)</u>	<u>03-27.0-100-079</u>	<u>Doc. No. A428669 (as</u> <u>amended and assigned in</u> <u>Doc. Nos. A507495,</u> <u>A01351672 A952440,</u> <u>A01484139,</u> <u>A01619333,</u>
<u>8.</u>	<u>Fairview Heights</u>	<u>St. Clair</u>	<u>IL</u>	<u>St. Clair Square SPE, LLC (leasehold interest)</u>	<u>03-27.0-100-061</u>	<u>Doc. No. A428669 (as</u> <u>amended and assigned in</u> <u>Doc. Nos. A507495,</u> <u>A01351672 A952440,</u> <u>A01484139,</u> <u>A01619333,</u>
<u>9.</u>	<u>Bel Air</u>	<u>Harford</u>	<u>MD</u>	<u>Harford Mall Business Trust</u>	<u>03-004023</u>	<u>Book 4919, Page 728; Book</u> <u>5103, Page 696</u>
<u>10.</u>	<u>Bel Air</u>	<u>Harford</u>	<u>MD</u>	<u>Harford Mall Business Trust</u>	<u>03-300331</u>	<u>Book 4919, Page 728; Book</u> <u>5103, Page 696</u>
<u>11.</u>	<u>Bel Air</u>	<u>Harford</u>	<u>MD</u>	<u>Harford Mall Business Trust</u>	<u>03-194825</u>	<u>Book 4919, Page 728; Book</u> <u>5103, Page 696</u>
<u>12.</u>	<u>Bel Air</u>	<u>Harford</u>	<u>MD</u>	<u>Harford Mall Business Trust</u>	<u>03-194833</u>	<u>Book 4919, Page 728; Book</u> <u>5103, Page 696</u>
<u>13.</u>	<u>Bel Air</u>	<u>Harford</u>	<u>MD</u>	<u>Harford Mall Business Trust</u>	<u>03-004031</u>	<u>Book 4919, Page 728; Book</u> <u>5103, Page 696</u>

Properties that Will Be Subject to a New Mortgage Pursuant to the Plan

<u>14.</u>	<u>Bel Air</u>	<u>Harford</u>	<u>MD</u>	<u>Harford Mall Business Trust</u>	<u>03-004015</u>	<u>Book 4919, Page 728; Book 5103, Page 696</u>
<u>15.</u>	<u>Bel Air</u>	<u>Harford</u>	<u>MD</u>	<u>Harford Mall Business Trust</u>	<u>03-003981</u>	<u>Book 4919, Page 728; Book 5103, Page 696</u>
<u>16.</u>	<u>Livonia</u>	<u>City of Livonia</u>	<u>MI</u>	<u>Laurel Park Retail Properties LLC</u>	<u>028 99 0002 012</u>	<u>Book 22593, Page 636 and Cert of Merger filed in DE SOS office on June 1, 2005 Parcel A, Plat Book 55996, Page 1248</u>
<u>17.</u>	<u>Livonia</u>	<u>City of Livonia</u>	<u>MI</u>	<u>Laurel Park Retail Properties LLC</u>	<u>028-99-0002-019</u>	<u>Book 22593, Page 636 and Cert of Merger filed in DE SOS office on June 1, 2005 Parcel A, Plat Book 55996, Page 1248</u>
<u>18.</u>	<u>Okemos</u>	<u>Ingham County/Meridian Charter Township</u>	<u>MI</u>	<u>Meridian Mall Limited Partnership (leasehold and fee interests)</u>	<u>portion of 33-02-02-22-101-011; portion of 33-02-02-22-151-002</u>	<u>Parcel V (Triangular Parcel) (fee): Book 2646, Page 1161 Portion of Parcel II (Musselman-Buxton Fee Tract) and Parcel IV (Plaza Tract) (leasehold): Book 977, Page 148; Book 1241, Page 989; Book 1241, Page 998; Book 1380, Page 1204; Book 1381, Page 25; Book 1543, Page 961; Book 1649, Page 233; Book 1649, Page 241; Book 1706, Page 747; Book 2021, Page 824; Book 2231, Page 5; Book 2244, Page 862; Book 2646, Page 1219; Book 2912, Page 136</u>
<u>19.</u>	<u>Okemos</u>	<u>Ingham County/Meridian Charter Township</u>	<u>MI</u>	<u>Meridian Mall Limited Partnership (leasehold interest)</u>	<u>33-02-02-15-300-022</u>	<u>Portion of Parcel II (Musselman-Buxton Fee Tract): Book 977, Page 148; Book 1241, Page 989; Book 1380, Page 1204; Book</u>

Properties that Will Be Subject to a New Mortgage Pursuant to the Plan

						1381, Page 25; Book 1543, Page 961; Book 1649, Page 233; Book 1649, Page 241; Book 1706, Page 747; Book 2021, Page 824; Book 2231, Page 5; Book 2244, Page 862; Book 2646, Page 1219; Book 2912, Page 136
20.	Southaven	DeSoto	MS	Southaven Towne Center II, LLC	1087-3610.0 0-00009.00	Book 493, Page 557
21.	Southaven	DeSoto	MS	Southaven Towne Center II, LLC	1087-3600.0 0-00001.00	Book 475, Page 777
22.	Southaven	DeSoto	MS	Southaven Towne Center II, LLC	1087-3610.0 0-00010.00	Book 548, Page 262
23.	Southaven	DeSoto	MS	Southaven Towne Center II, LLC	1087-3610.0 0-00017.00	Book 548, Page 262
24.	St. Peters	St. Charles	MO	Mid Rivers CMBS, LLC	265140A014	Book 4864, Page 2328
25.	St. Peters	St. Charles	MO	Mid Rivers CMBS, LLC	A870003885	Book 4864, Page 2334
26.	St. Peters	St. Charles	MO	Mid Rivers CMBS, LLC	A870003363	Book 5576, Page 1839
27.	St. Peters	St. Charles	MO	Mid Rivers CMBS, LLC	A902000522	Book 5576, Page 1839
28.	St. Peters	St. Charles	MO	Mid Rivers CMBS, LLC	A902000520	Book 5576, Page 1839
29.	St. Peters	St. Charles	MO	Mid Rivers CMBS, LLC	T132600023	Book 5576, Page 1839
30.	St. Peters	St. Charles	MO	Mid Rivers CMBS, LLC	T182600003	Book 5576, Page 1839
31.	St. Peters	St. Charles	MO	Mid Rivers CMBS, LLC	T182600002	Book 5576, Page 1839
32.	Joplin	Jasper	MO	Northpark Mall/Joplin, LLC	35-0016464-0000	Book 1897, Page 490
33.	Joplin	Jasper	MO	Northpark Mall/Joplin, LLC	35-0016467-0000	Book 1897, Page 490
34.	Joplin	Jasper	MO	Northpark Mall/Joplin, LLC	35-0016464-4000	Book 1897, Page 490
35.	Joplin	Jasper	MO	Northpark Mall/Joplin, LLC	35-016467-2000	Book 2361, Page 1767
36.	St. Louis	St. Louis	MO	South County Shoppingtown LLC	29J410098	Book 15376, Page 670; Adjusted Lot 1, Plat Book 349, Page 184
37.	St. Louis	St. Louis	MO	South County Shoppingtown LLC	29J130071	Book 15376, Page 670; Lot 6, Plat Book 22, Page
38.	St. Louis	St. Louis	MO	South County Shoppingtown LLC	29J410108	Book 15376, Page 670; Lot 1, Plat Book 366, Page 330
39.	St. Louis	St. Louis	MO	South County Shoppingtown LLC	29J410131	Book 15376, Page 670; Lot 1, Plat Book 366, Page 330
40.	St. Louis	St. Louis	MO	South County Shoppingtown LLC	29J410142	Book 15376, Page 670; Lot 1, Plat Book 366, Page 330
41.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-195-000	Book 5897, Page 2754
42.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-196-000	Book 5897, Page 2754

Properties that Will Be Subject to a New Mortgage Pursuant to the Plan

43.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-045-000	Book 5897, Page 2754
44.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-106-000	Book 5897, Page 2754
45.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-044-000	Book 5897, Page 2754
46.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-108-000	Book 5897, Page 2754
47.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-109-000	Book 5897, Page 2754
48.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-019-000	Book 5897, Page 2754
49.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-024-000	Book 5897, Page 2754
50.	Minot	Ward	ND	Dakota Square Mall CMBS, LLC	M1356770000090	Doc. No. 2940631
51.	Minot	Ward	ND	Dakota Square Mall CMBS, LLC	M1356770000110	Doc. No. 2940631
52.	Minot	Ward	ND	Dakota Square Mall CMBS, LLC	M1356770000010	Doc. No. 2940631
53.	Monroeville	Allegheny	PA	Monroeville Anchor Limited Partnership	639-E-25	Doc. No. 2011-16887
54.	Monroeville	Allegheny	PA	CBL/Monroeville Expansion, LP	639-E-50	Doc. No. 2004-25866
55.	Monroeville	Allegheny	PA	CBL/Monroeville, LP	639-F-75	Doc. No. 2009-22771
56.	Monroeville	Allegheny	PA	CBL/Monroeville, LP	639-F-75	Doc. No. 2009-22771
57.	Monroeville	Allegheny	PA	CBL/Monroeville, LP	639-H-370	Doc. No. 2009-22771
58.	Monroeville	Allegheny	PA	CBL/Monroeville, LP	639-A-50	Doc. No. 2009-22771
59.	Monroeville	Allegheny	PA	CBL/Monroeville, LP	638-S-350	Doc. No. 2009-22771
60.	Monroeville	Allegheny	PA	CBL/Monroeville, LP	639-B-10	Doc. No. 2009-22771
61.	Monroeville	Allegheny	PA	CBL/Monroeville, LP	639-F-46	Doc. No. 2009-22771
62.	Stroudsburg	Monroe	PA	Stroud Mall, LLC	17/13/1/54-9	Book 2047, Page 6445
63.	Stroudsburg	Monroe	PA	Stroud Mall, LLC	17/110369	Book 2047, Page 6445
64.	Stroudsburg	Monroe	PA	Stroud Mall, LLC (leasehold interest)	17/110/385	Book 1755, Page 749; Book 2047, Page 6463
65.	York	York	PA	York Galleria Limited Partnership	000-KJ-0001-00-00000	Book 1475, Page 6765 Lot 1 in pending subdivision plat
66.	Jackson	Madison	TN	Old Hickory Mall Venture II, LLC	05 055M-E-002.00 000 57 359	Book 630, Page 49
67.	Pearland	Brazoria	TX	CBL Pearland Residences PropCo, LLC	618841	Doc. No. 2007057856
68.	Brownsville	Cameron	TX	CBL SM-Brownsville, LLC	06/9250/0000/0027/00	Book 20805, Page 117
69.	Brownsville	Cameron	TX	CBL SM-Brownsville, LLC (leasehold interest)	A portion of Parcel ID 06-9250-0000- 0010-00	Book 7966, Page 206; Book 7966, Page 251; Book 8982, Page 20; Book 14163, Page 92
70.	Chesapeake	Chesapeake	VA	CBL-840 GC, LLC	2800000000000	Book 7306, Page 62

Properties that Will Be Subject to a New Mortgage Pursuant to the Plan

71.	Roanoke	City of Roanoke	VA	Valley View Mall SPE, LLC	2370108	Doc. No. 100006310
72.	Roanoke	City of Roanoke	VA	Valley View Mall SPE, LLC	2370107	Doc. No. 100006310
73.	Roanoke	City of Roanoke	VA	Valley View Mall SPE, LLC	2370105	Doc. No. 100006310
74.	Roanoke	City of Roanoke	VA	Valley View Mall SPE, LLC	2370111	Doc. No. 100006310
75.	Roanoke	City of Roanoke	VA	Valley View Mall SPE, LLC	2370112	Doc. No. 100006310
76.	Roanoke	City of Roanoke	VA	Valley View Mall SPE, LLC	2490108	Doc. No. 100006310
77.	Roanoke	City of Roanoke	VA	Valley View Mall SPE, LLC	2370107B	Doc. No. 100006310
78.	Roanoke	City of Roanoke	VA	Valley View Mall SPE, LLC	2490109	Doc. No. 100006310
79.	Roanoke	City of Roanoke	VA	Valley View Mall SPE, LLC	2370108	Doc. No. 100006310
80.	Brookfield	Waukesha	WI	Brookfield Square Joint Venture	BR C 1116 995 002	Doc. No. 666762
81.	Brookfield	Waukesha	WI	Brookfield Square Joint Venture	BR C 1116 999 001	Doc. No. 666762; Parcel 2, CSM 4097, Doc 1170087
82.	Brookfield	Waukesha	WI	Brookfield Square Joint Venture	BR C 1116-995-003	Doc. No. 666762
83.	Brookfield	Waukesha	WI	Brookfield Square Joint Venture	BR C 1116-995-004	Doc. No. 666762
84.	Brookfield	Waukesha	WI	Brookfield Square Joint Venture	BR C 1116-995-005	Doc. No. 666762

Properties With a Current Mortgage That Will Be Amended Pursuant to the

	<u>City</u>	<u>County</u>	<u>State</u>	<u>Mortgagor</u>	<u>Tax ID</u>	<u>Original Mortgage Information (each as may have been amended)</u>
1.	El Centro	Imperial	CA	Imperial Valley Mall II, L.P.	054-530-005-000	Doc. No. 2019002696
2.	El Centro	Imperial	CA	Imperial Valley Mall II, L.P.	054-530-038-000	Doc. No. 2019002696
3.	El Centro	Imperial	CA	Imperial Valley Mall II, L.P.	054-530-039-000	Doc. No. 2019002696
4.	El Centro	Imperial	CA	Imperial Valley Mall II, L.P.	054-530-040-000	Doc. No. 2019002696
5.	El Centro	Imperial	CA	Imperial Valley Mall II, L.P.	054-530-041-000	Doc. No. 2019002696
6.	El Centro	Imperial	CA	Imperial Valley Mall II, L.P.	054-530-042-000	Doc. No. 2019002696
7.	Rockford	Winnebago	IL	Cherryvale Mall, LLC	12-35-301-004	Doc. No. 20191002573
8.	Rockford	Winnebago	IL	Cherryvale Mall, LLC	12-35-326-001	Doc. No. 20191002573
9.	Rockford	Winnebago	IL	Cherryvale Mall, LLC	12-35-301-002	Doc. No. 20191002573
10.	Rockford	Winnebago	IL	Cherryvale Mall, LLC	12-35-301-001	Doc. No. 20191002573
11.	Hattiesburg	Lamar	MS	Turtle Creek Limited Partnership	051M-11-005.000	Book 1722; Page 731
12.	Hattiesburg	Lamar	MS	Turtle Creek Limited Partnership	051M-11-001.000	Book 1722; Page 731
13.	Hattiesburg	Lamar	MS	Turtle Creek Limited Partnership	051M-11-010.000	Book 1722; Page 731
14.	Hattiesburg	Lamar	MS	Turtle Creek Limited Partnership	051M-11-007.000	Book 1722; Page 731
15.	Hattiesburg	Lamar	MS	Turtle Creek Limited Partnership	051N-11-003.000	Book 1722; Page 731
16.	Winston-Salem	Forsyth	NC	JG Winston-Salem, LLC	6814-46-4494.00	Book 3444; Page 4260
17.	Winston-Salem	Forsyth	NC	JG Winston-Salem, LLC	6814-65-3348.00	Book 3444; Page 4260
18.	Winston-Salem	Forsyth	NC	JG Winston-Salem, LLC	6814-46-6771.00	Book 3444; Page 4260
19.	Winston-Salem	Forsyth	NC	JG Winston-Salem, LLC	6814-67-1117.00	Book 3444; Page 4260
20.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-014-000	Book 6193; Page 2867
21.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-042-000	Book 6193; Page 2867
22.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-125-001	Book 6193; Page 2867
23.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-125-039	Book 6193; Page 2867
24.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-126-001	Book 6193; Page 2867
25.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-126-040	Book 6193; Page 2867
26.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-129-000	Book 6193; Page 2867
27.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-131-000	Book 6193; Page 2867
28.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-132-000	Book 6193; Page 2867
29.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-234-000	Book 6193; Page 2867
30.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-235-000	Book 6193; Page 2867
31.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-236-000	Book 6193; Page 2867
32.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-282-000	Book 6193; Page 2867

Properties With a Current Mortgage That Will Be Amended Pursuant to the

33.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-283-000	Book 6193; Page 2867
34.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-284-000	Book 6193; Page 2867
35.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-286-000	Book 6193; Page 2867
36.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-285-000	Book 6193; Page 2867
37.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-025-000	Book 6193; Page 2867
38.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-130-000	Book 6193; Page 2867
39.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-016-000	Book 6193; Page 2867
40.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-015-000	Book 6193; Page 2867
41.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-017-000	Book 6193; Page 2867
42.	Wilmington	New Hanover	NC	Mayfaire Town Center, LP	R05000-003-197-000	Book 6193; Page 2867
43.	Bismarck	Burleigh	ND	Kirkwood Mall Acquisition LLC	600-004-100	Doc. No. 882018
44.	Bismarck	Burleigh	ND	Kirkwood Mall Acquisition LLC	600-004-061	Doc. No. 882018
45.	Greensburg	Westmoreland	PA	CBL/Westmoreland, L.P.	50-22-00-0-206-69-007	Doc. No. 201902040003129
46.	Greensburg	Westmoreland	PA	CBL/Westmoreland, L.P.	50-22-00-0-206	Doc. No. 201902040003129
47.	Greensburg	Westmoreland	PA	CBL/Westmoreland, L.P.	50-22-00-0-206-60-001	Doc. No. 201902040003129
48.	Greensburg	Westmoreland	PA	CBL/Westmoreland, L.P.	50-22-00-0-206-60-002	Doc. No. 201902040003129
49.	Greensburg	Westmoreland	PA	CBL/Westmoreland, L.P.	50-22-00-0-206-60-003	Doc. No. 201902040003129
50.	Greensburg	Westmoreland	PA	CBL/Westmoreland, L.P.	50-22-00-0-247	Doc. No. 201902040003129
51.	Greensburg	Westmoreland	PA	CBL/Westmoreland, L.P.	50-22-00-0-206-69-001	Doc. No. 201902040003129
52.	Greensburg	Westmoreland	PA	CBL/Westmoreland, L.P.	50-22-00-0-206-69-004	Doc. No. 201902040003129
53.	Greensburg	Westmoreland	PA	CBL/Westmoreland, L.P.	50-22-00-0-206-69-005	Doc. No. 201902040003129
54.	Greensburg	Westmoreland	PA	CBL/Westmoreland, L.P.	50-22-00-0-279	Doc. No. 201902040003129
55.	Greensburg	Westmoreland	PA	CBL/Westmoreland, L.P.	50-22-00-0-277	Doc. No. 201902040003129
56.	Chattanooga	Hamilton	TN	Hixson Mall, LLC	110H-E-004	Book 11559; Page 502
57.	Chattanooga	Hamilton	TN	Hixson Mall, LLC	110H-E-004.20	Book 11559; Page 502
58.	Laredo	Webb	TX	Mall del Norte, LLC	90210000033	Book 4544; Page 421
59.	Laredo	Webb	TX	Mall del Norte, LLC	90210001040	Book 4544; Page 421
60.	Laredo	Webb	TX	Mall del Norte, LLC	90210001050	Book 4544; Page 421
61.	Laredo	Webb	TX	Mall del Norte, LLC	90210001020	Book 4544; Page 421
62.	Laredo	Webb	TX	Mall del Norte, LLC	90210001022	Book 4544; Page 421
63.	Laredo	Webb	TX	Mall del Norte, LLC	90210001021	Book 4544; Page 421
64.	Laredo	Webb	TX	Mall del Norte, LLC	90210002013	Book 4544; Page 421
65.	Laredo	Webb	TX	Mall del Norte, LLC	90210002012	Book 4544; Page 421
66.	Laredo	Webb	TX	Mall del Norte, LLC	90210001060	Book 4544; Page 421
67.	Laredo	Webb	TX	Mall del Norte, LLC	90210002020	Book 4544; Page 421

Properties With a Current Mortgage That Will Be Amended Pursuant to the

68.	Laredo	Webb	TX	Mall del Norte, LLC	90210001010	Book 4544; Page 421
69.	Pearland	Brazoria	TX	Pearland Town Center Limited Partnership	618845	Doc. No. 2019005661
70.	Pearland	Brazoria	TX	Pearland Town Center Limited Partnership	600094	Doc. No. 2019005660
71.	Pearland	Brazoria	TX	Pearland Town Center Limited Partnership	600085	Doc. No. 2019005660
72.	Pearland	Brazoria	TX	Pearland Town Center Limited Partnership	600086	Doc. No. 2019005660
73.	Pearland	Brazoria	TX	Pearland Town Center Limited Partnership	600116	Doc. No. 2019005660
74.	Pearland	Brazoria	TX	Pearland Town Center Limited Partnership	600084	Doc. No. 2019005660
75.	College Station	Brazos	TX	POM-College Station, LLC	38018	Book 15130; Page 61
76.	Waco	McLennan	TX	CBL RM-Waco, LLC	187685	Doc. No. 2019003570
77.	Waco	McLennan	TX	CBL RM-Waco, LLC	187683	Doc. No. 2019003570
78.	Waco	McLennan	TX	CBL RM-Waco, LLC	187678	Doc. No. 2019003570
79.	Brownsville	Cameron	TX	CBL SM-Brownsville, LLC	00/0100/0209/2285/01	Book 23974; Page 41
80.	Brownsville	Cameron	TX	CBL SM-Brownsville, LLC	06/9250/0000/0020/00	Book 23974; Page 41
81.	Brownsville	Cameron	TX	CBL SM-Brownsville, LLC	07/9807/0020/0040/00	Book 23974; Page 41
82.	Brownsville	Cameron	TX	CBL SM-Brownsville, LLC	06/9250/0000/0021/00	Book 23974; Page 41
83.	Brownsville	Cameron	TX	CBL SM-Brownsville, LLC	06/9250/0000/0035/00	Book 23974; Page 41
84.	Brownsville	Cameron	TX	CBL SM-Brownsville, LLC	06/9250/0000/0029/00	Book 23974; Page 41
85.	Brownsville	Cameron	TX	CBL SM-Brownsville, LLC	06/9250/0000/0020/05	Book 23974; Page 41
86.	Layton	Davis	UT	Layton Hills Mall CMBS, LLC	10-030-0055	Book 7191; Page 1235
87.	Layton	Davis	UT	Layton Hills Mall CMBS, LLC	10-030-0117	Book 7191; Page 1235
88.	Layton	Davis	UT	Layton Hills Mall CMBS, LLC	10-315-0001	Book 7191; Page 1235
89.	Layton	Davis	UT	Layton Hills Mall CMBS, LLC	10-315-0005	Book 7191; Page 1235
90.	Layton	Davis	UT	Layton Hills Mall CMBS, LLC	10-315-0004	Book 7191; Page 1235
91.	Layton	Davis	UT	Layton Hills Mall CMBS, LLC	10-315-0003	Book 7191; Page 1235
92.	Layton	Davis	UT	Layton Hills Mall CMBS, LLC	10-317-0009	Book 7191; Page 1235
93.	Layton	Davis	UT	Layton Hills Mall CMBS, LLC	10-317-0010	Book 7191; Page 1235
94.	Layton	Davis	UT	Layton Hills Mall CMBS, LLC	10-029-0123	Book 7191; Page 1235
95.	Layton	Davis	UT	Layton Hills Mall CMBS, LLC	10-030-0118	Book 7191; Page 1235
96.	Layton	Davis	UT	Layton Hills Mall CMBS, LLC	10-343-0001	Book 7191; Page 1235
97.	Layton	Davis	UT	Layton Hills Mall CMBS, LLC	10-317-0004	Book 7191; Page 1235
98.	Madison	Dane	WI	Madison/East Towne, LLC	0810-273-0096-2	Doc. No. 5468741
99.	Madison	Dane	WI	Madison/West Towne, LLC	0708-261-0098-8	Doc. No. 5468734
	100Madison	Dane	WI	Madison/West Towne, LLC	0708-261-0086-3	Doc. No. 5468734
	101Madison	Dane	WI	Madison/West Towne, LLC	0708-261-0088-9	Doc. No. 5468734
	102Madison	Dane	WI	Madison/West Towne, LLC	0708-261-0082-1	Doc. No. 5468734