

ENTERED

September 13, 2021

Nathan Ochsner, Clerk

**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)
	§	Re: Docket No. 1406

**ORDER (I) AUTHORIZING AND APPROVING SALE OF PROPERTY, FREE AND
CLEAR OF ALL LIENS, CLAIMS AND INTERESTS, AND ENCUMBRANCES, AND
(II) GRANTING RELATED RELIEF**

Upon the Motion, dated August 13, 2021 (the “**Motion**”),² of CBL & Associates Properties, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) for entry of an order pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9014 authorizing and approving the Purchase and Sale Agreement for the sale by the Debtors of the Property, free and clear of all liens, claims and interests, and encumbrances, and granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been

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.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion, and the Purchase and Sale Agreement attached as Exhibit B thereto; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and their respective estates and creditors; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Debtors are authorized, but not directed, to consummate the transaction contemplated by the Purchase and Sale Agreement pursuant to the terms thereof.
2. The Purchase and Sale Agreement, all of the terms and conditions thereof, and the transaction contemplated thereby, are hereby approved in all respects.
3. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9014, to sell the Property free and clear of all liens, claims and interests, and encumbrances as provided in the Purchase and Sale Agreement.
4. The Debtors are further authorized, but not directed, to make any payments owing under the Purchase and Sale Agreement or to take any actions required to effectuate the Purchase and Sale Agreement.
5. The proceeds from the sale of the Property shall be set aside in a segregated account and used to pay down the New Secured Notes as soon as reasonably practicable after the Effective Date (as defined in the Plan).

6. The Debtors are authorized, but not directed, pursuant to section 365 of the Bankruptcy Code, to assume and assign the Leases in connection with the Purchase and Sale Agreement.

7. All anti-assignment provisions contained within the Leases and Service Contracts, whether such provisions expressly prohibit or have the effect of restricting or limiting assignment of such contract or lease, are unenforceable and prohibited pursuant to section 365(f) of the Bankruptcy Code.

8. Nothing contained in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be deemed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim, (iii) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (iv) an agreement or obligation to pay any claims, (v) a waiver of any claims or causes of action which may exist against any creditor or interest holder, (vi) an admission as to the validity of any liens satisfied pursuant to this Motion, or (vii) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code, other than as provided herein.

9. The Debtors are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order.

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10. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: September 10, 2021.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE