

**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)
	§	

**SUPPLEMENTAL DECLARATION OF
STEPHEN HARRISON IN SUPPORT OF
APPLICATION OF DEBTORS FOR ENTRY
OF AN ORDER (I) AUTHORIZING THE EMPLOYMENT AND
RETENTION OF DELOITTE TAX LLP AS TAX SERVICES PROVIDER
EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

I, Stephen Harrison, under penalty of perjury, declare as follows:

1. I am a partner of the firm of Deloitte Tax LLP (“**Deloitte Tax**”), which has an office at 191 Peachtree Street NE, Suite 2000, Atlanta, GA 30303. I am duly authorized to make and submit this supplemental declaration (the “**Declaration**”) on behalf of Deloitte Tax to supplement the disclosures included in my initial declaration (the “**Initial Declaration**”) attached as Exhibit B to the *Application of Debtors for Entry of an Order (I) Authorizing the Employment and Retention of Deloitte Tax LLP as Tax Services Provider Effective as of the Petition Date and (II) Granting Related Relief* [Docket No. 888] (the “**Application**”).

2. I previously submitted the Initial Declaration in support of the Application. On March 8, 2021, the Court entered an order approving the Application [Docket No. 937] (the

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.

“Retention Order”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Application or Initial Declaration, as applicable.

3. As discussed in paragraph 21 of the Initial Declaration, to the extent any new relevant facts bearing on the matters described therein are discovered or arise, Deloitte & Touche would use reasonable efforts to file a supplemental declaration. Additionally, as provided in paragraph 10 of the Retention Order, in the event that the Debtors and Deloitte Tax enter into any additional engagement agreements, such agreements shall be filed with the Court. I hereby supplement my disclosures in the Initial Declaration with the information provided in the paragraph below.

4. The Debtors and Deloitte Tax have entered into an additional engagement letter, dated February 22, 2021, for the provision of certain tax compliance services (the **“Tax Compliance Engagement Letter”**). A copy of the Tax Compliance Engagement Letter is attached hereto as **Exhibit A**. Pursuant to the terms and conditions of the Tax Compliance Engagement Letter, Deloitte Tax will assist the Debtors in performing specific review procedures in connection with certain of the Debtors’ federal income tax returns set forth in **Exhibit A** attached to the letter. Pursuant to the terms and conditions of the Tax Compliance Engagement Letter, the Debtors and Deloitte Tax agreed that the fee for such services shall be a fixed fee of \$205,000.

[Remainder of page intentionally left blank]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 14, 2021

By: /s/ Stephen Harrison
Stephen Harrison
Partner
Deloitte Tax LLP

EXHIBIT A

Tax Compliance Engagement Letter



Deloitte Tax LLP
Suite 2000
191 Peachtree Street NE
Atlanta, GA 30303-1943
USA

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February 22, 2021

Ms. Farzana Khaleel
Chief Financial Officer
CBL & Associates Properties, Inc.
CBL Center, Suite 500
2030 Hamilton Place Boulevard
Chattanooga, TN 37421-6000

Cc: Audit Committee of CBL & Associates Properties, Inc.

Dear Ms. Khaleel:

Thank you for choosing Deloitte Tax LLP ("Deloitte Tax" or "our") to review and sign, as the paid tax return preparer, the 2020 federal income tax returns ("tax returns") ("Services") for **CBL & Associates Properties, Inc.** and its subsidiaries and/or affiliates ("Client") identified in Exhibit A, Listing of Federal Income Tax Returns Included in Engagement, attached to this engagement letter ("Engagement Letter") and incorporated herein by reference. This Engagement Letter describes the scope of the Deloitte Tax Services, the respective responsibilities of Deloitte Tax and Client relating to this engagement and the fees Deloitte Tax expects to charge.

SCOPE OF SERVICES

The scope of Services involves a review of Client's returns identified in Exhibit A. The review procedures that Deloitte Tax will perform in connection with the Services are limited to those described in Exhibit B, Listing of Specific Review Procedures to be Performed, attached to this Engagement Letter and incorporated herein by reference. Deloitte Tax will rely on all information provided by Client in connection with the Services as being accurate and complete and will not verify the information or undertake any procedures to discover errors or inaccuracies with respect to such information, but Deloitte Tax may ask Client representatives to clarify or supplement such information. Client has the ultimate responsibility for the accuracy of the tax returns; therefore, Client should review each tax return carefully before signing and filing. Client acknowledges that the review of the tax returns under this Engagement Letter does not constitute an engagement to provide audit, compilation, review or attest services as described in the pronouncements on professional standards issued by the American Institute of Certified Public Accountants or the U.S. Public Company Accounting Oversight Board. Deloitte Tax does not warrant or represent to Client that the Deloitte Tax review steps will enable Deloitte Tax to identify every error, potential issue, disclosure, election, filing, or notice requirement in Client's tax returns. Upon completion of the Deloitte Tax review, Deloitte Tax will report to Client our findings, issues, and questions.

Electronic Return Filing

Internal Revenue Service ("IRS") regulations and administrative guidance exist that require certain large corporations and tax-exempt organizations to electronically file their federal income tax returns. As a result, Client will likely be required to electronically file its federal income tax returns. Client agrees to electronically file its returns if either Client or Deloitte Tax is required by Federal law to electronically file such returns. Client retains responsibility for compliance with any electronic funds transfer requirements that may apply to the payment of applicable taxes.

As part of this engagement, Deloitte Tax will not advise Client on the requirements necessary to electronically file the federal income tax returns. For purposes of this Engagement Letter, Deloitte Tax assumes no responsibility with respect to electronically transmitting Client's federal tax returns to the IRS.

Potential Impact of Tax Reform

U.S. tax legislation as enacted under P.L. 115-97 An Act to Provide for Reconciliation Pursuant to Titles II and V of the Concurrent Resolution on the Budget for Fiscal Year 2018 ("2017 Tax Act") has altered overall tax rates and numerous other areas of the Internal Revenue Code. These measures could have a significant impact on Client's current and future tax obligations. As the full impact of the 2017 Tax Act on Client's overall tax

CBL & Associates Properties, Inc.
February 22, 2021
Page 2

situation and this engagement is analyzed, the scope of our Services may need to change and it may be necessary to discuss a change in our fee estimate with you. Our fees for such out-of-scope services will generally be based on the amount of professional time incurred and our agreed-upon hourly rates, which vary depending upon the experience level of the professionals involved. We will discuss such additional services with you prior to proceeding.

Tax Consulting Services

Additionally, Deloitte Tax may perform consulting services (also, "Services") throughout the year, for which a separate engagement letter should generally be issued. If Client and Deloitte Tax fail to execute a separate engagement letter with respect to such services, the terms of this Engagement Letter will apply to all services rendered with respect thereto. Unless otherwise agreed, Deloitte Tax will bill for these services at mutually agreed-upon hourly rates.

OTHER MATTERS

Tax Positions, Potential Penalties, Taxing Authority Audits

In accordance with our professional standards, while in the course of performing our Services should Deloitte Tax become aware of tax return positions for which either you or Deloitte Tax may be subject to potential penalties by taxing authorities, Deloitte Tax will discuss with you these positions including how any such penalties may be avoided through adequate disclosures to taxing authorities. You should be aware that as a tax return preparer, Deloitte Tax may be required to satisfy disclosure requirements that may exceed those applicable to you. In those instances where Deloitte Tax is aware of tax return positions that may trigger an accuracy-related tax preparer penalty under Internal Revenue Code ("IRC") sections 6662 or 6694 (or comparable state provisions), Deloitte Tax will include in the returns we prepare the disclosures necessary to avoid such penalties.

Our Services do not include representation of you in administrative taxing authority proceedings. However, Deloitte Tax would generally be willing to represent you in such proceedings for an additional fee that is mutually agreed upon.

CONSENT FOR DISCLOSURE AND USE OF TAX RETURN INFORMATION

Client authorizes that any and all information (i) furnished to Deloitte Tax for or in connection with the Services under this Engagement Letter, (ii) derived or generated by Deloitte Tax from the information described in (i) above, or (iii) associated with prior years' tax return information in the possession of Deloitte Tax may, for a period of up to eight (8) years from the end of the tax year to which the information relates, be disclosed to and considered and used by any Deloitte Tax affiliate, related entity (or its affiliate) or subcontractor, in each case, whether located within or outside the United States, engaged directly or indirectly in providing Services under this Engagement Letter, tax planning or preparation of tax returns, audited financial statements, or other financial statements or financial information as required by a government authority, municipality or regulatory body. Additionally, Client authorizes that disclosure of information described in (i) through (iii) of this paragraph may be made to Client's counsel and other Client advisors, in connection with the Services under this Engagement Letter. Disclosures under this paragraph may consist of all information contained in Client's tax returns; if Client wishes to request a more limited disclosure of tax return information, Client must inform Deloitte Tax. Client acknowledges that Client's tax return information may be disclosed to Deloitte Tax affiliates, related entities (or their affiliates) or subcontractors located outside of the United States.

FEES AND EXPENSES

The Deloitte Tax fees for the review of the tax returns, other than for services related to assessing the applicability of the reportable transaction provisions and procedures related to Schedule UTP as described in Exhibit B, are \$205,000. Deloitte Tax will also bill you (i) reasonable out-of-pocket expenses and (ii) an allocation of estimated administrative and technology costs incurred (e.g., tax technology and processing support activities, research materials, etc.) equal to five (5) percent of professional fees. If Deloitte Tax finds that there is an increased level of complexity or if additional services are necessary in order to review the returns, Deloitte Tax will contact you to discuss the billing arrangement related to such out-of-scope services.

Our ability to review the returns for the quoted fee is based on the expectation that Deloitte Tax will receive the returns and underlying information in an efficient manner during our agreed-upon timeline. Delays in receiving the returns and underlying information may result in additional billing at our standard hourly rates-which vary depending upon the experience level of the professionals involved.

CBL & Associates Properties, Inc.
February 22, 2021
Page 3

Deloitte Tax will bill 50% of the fees for the Services referred to above upon commencement of the Services, and the remainder will be billed every four weeks as the Services progress.

ACCEPTANCE

This Engagement Letter including all exhibits, together with the General Business Terms attached hereto, constitutes the entire agreement between Client and Deloitte Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and Deloitte Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to our office. Your signature constitutes Client's consent to disclosure and use of Client's tax return information in the manner described above. Your signature also constitutes acknowledgment of receipt of the attached Privacy Notice.

Thank you for giving Deloitte Tax the opportunity to serve you. If you have any questions regarding the tax Services described in this Engagement Letter, or any other assistance that Deloitte Tax may provide to you, please feel free to contact me at (404) 631-3218.

Very truly yours,

DELOITTE TAX LLP



By:

V. Edward Bozeman
Partner

AGREED AND ACCEPTED

CBL & Associates Properties, Inc., on behalf of
itself and its subsidiaries and/or affiliates

By:


Farzana Khaleel

Title: Chief Financial Officer

Date:

6-4-2021

Enclosures

Exhibit A**Listing of Federal Income Tax Returns Included in Engagement**

• Atlanta Outlet Outparcels, LLC	FD 1065
• Atlanta Outlet JV LLC	FD 1065
• CBL & Associates Limited Partnership	FD 1065
• CBL & Associates Management, Inc.	FD 1120
• CBL & Associates Properties, Inc.	FD 1120 REIT
• CBL Ambassador Member, LLC	FD 1065
• CBL Eagle Point Member, LLC	FD 1065
• CBL HP Hotel Member, LLC	FD 1065
• CBL HP Self Storage Member LLC	FD 1065
• CBL Statesboro Member, LLC	FD 1065
• CBL Terrace Limited Partnership	FD 1065
• CBL-D'Iberville Member, LLC	FD 1065
• CBL/T-C LLC	FD 1065
• CBL-TRS Joint Venture, LLC	FD 1065
• CBL-TRS Joint Venture II, LLC	FD 1065
• Coolsprings Crossing Limited Partnership	FD 1065
• Eastgate Storage, LLC	FD 1065
• Eastland Holding I, LLC	FD 1065
• Eastland Holding II, LLC	FD 1065
• Eastland Member, LLC	FD 1065
• El Paso Outlet Center Holding LLC	FD 1065
• El Paso Outlet Center II LLC	FD 1065
• El Paso Outlet Center LLC	FD 1065
• El Paso Outlet Center Manager Inc.	FD 1120
• El Paso Outlet Outparcels II LLC	FD 1065
• El Paso Outlet Outparcels LLC	FD 1065
• Galleria Associates LP	FD 1065
• Gettysburg Outlet Center GP Inc.	FD 1120
• Gettysburg Outlet Center Holding LLC	FD 1065
• Gettysburg Outlet Center LLC	FD 1065
• Gettysburg Outlet Center LP	FD 1065
• Hamilton Place Self Storage LLC	FD 1065
• Hammock Landing/West Melbourne, LLC	FD 1065
• Henderson Square Limited Partnership	FD 1065
• High Point Development Limited Partnership II	FD 1065
• Janesville Mall Limited Partnership	FD 1065
• Jarnigan Road Limited Partnership	FD 1065
• Jarnigan Road II LLC	FD 1065
• Laredo Outlet JV, LLC	FD 1065
• Laurel Park Retail Holding LLC	FD 1065
• Lebcon Associates LTD	FD 1065
• Lebcon I, Ltd.	FD 1065
• Lee Partners	FD 1065
• Louisville Outlet Outparcels, LLC	FD 1065
• Louisville Outlet Shoppes, LLC	FD 1065
• Madison Grandview Forum, LLC	FD 1065
• Mall of South Carolina Limited Partnership	FD 1065

• Mall of South Carolina Outparcel Limited Partnership	FD 1065
• Montgomery Partners, L.P.	FD 1065
• Oak Park Holding I LLC	FD 1065
• OK City JV LLC	FD 1065
• OK City Member, LLC	FD 1065
• Parkdale Self Storage, LLC	FD 1065
• Pavilion at Port Orange LLC	FD 1065
• Port Orange I, LLC	FD 1065
• Self Storage at Mid Rivers, LLC	FD 1065
• Shoppes at Eagle Point, LLC	FD 1065
• Statesboro Crossing, LLC	FD 1065
• Stroud Mall LLC	FD 1065
• The Promenade D'Iberville LLC	FD 1065
• Volusia Mall LP	FD 1065
• West Melbourne I, LLC	FD 1065
• Westgate Mall Limited Partnership	FD 1065
• York Galleria Limited Partnership	FD 1065
• York Town Center, LP	FD 1065

Exhibit B

Listing of Specific Review Procedures to be Performed

1. Reference and reconcile taxable income and the balance sheet reported in the returns to the income and balance sheet reported by Client on Client's financial statements.
2. Compare prior year return with current year return.
3. Read supporting statements and schedules.
4. Read the provision to return reconciliation.
5. Read elections made for the year. Deloitte Tax will not determine if all potential elections are included in the returns.
6. Read disclosure of transactions identified by Client and provided to Deloitte Tax.
7. Read disclosure of uncertain tax positions identified by Client as reflected on Schedule UTP, Uncertain Tax Positions. Deloitte Tax will not determine if all potential uncertain tax positions are reported on Schedule UTP.
8. Analyze book/tax differences (M-1's or M-3's) for reasonableness.
 - (a) With respect to fixed assets and the related depreciation M-1 or M-3, the scope of Services is limited to a "reasonableness" check of schedules, which reconcile to the prior year return. Deloitte Tax will not perform a detailed analysis of the depreciation schedules.
 - (b) Analysis of any uniform cost capitalization ("UNICAP") calculation will be limited to a general overall analysis of the calculation and methodology. Deloitte Tax will not perform a detailed analysis.
9. Analyze federal tax credit calculations for reasonableness. Deloitte Tax will not analyze or verify supporting data.
10. Read tax credit and net operating loss carryforward schedules.
11. Analyze foreign tax credit calculation for reasonableness. Deloitte Tax will not analyze items such as earnings and profits calculations of the foreign entities.
12. Read any Form 5471, Information Return of U.S. Persons with Respect to Certain Foreign Corporations, disclosures. Deloitte Tax will not verify if all Forms 5471 are included in the returns or analyze and verify supporting data or include the determination of earnings and profits of controlled foreign subsidiaries.
13. Analyze any new or changed tax accounting methods identified by Client.
14. Discuss any significant or unusual transactions that occurred during the year.
15. Read elections made for the year. Deloitte Tax will not determine if all potential elections are included in the returns and will rely upon the company to determine if there are any transfers of partnership interests to which IRC Sections 754, 743, 734, or 708 would be applicable.
16. Read methodology of partner allocations of taxable income and debt.
17. Read methodology of calculations associated with transfers/sales of partnership interests, if any.
18. Deloitte Tax will not perform a detailed analysis for each transfer/sale calculation. Deloitte Tax will also not perform an analysis of stock ownership changes during the year to determine whether a change has occurred under IRC section 382. Additionally, Deloitte Tax will not confirm whether any potential IRC section 382 limitation exists on tax credit or net operating loss carryforwards being utilized.

19. Read partners' tax capital accounts for reasonableness.
20. Read Client analysis of basis adjustments under IRC section 754, if any.
21. Read disclosure of transactions identified to Deloitte Tax by Client.

DELOITTE TAX LLP GENERAL BUSINESS TERMS

1. Services. It is understood and agreed that services (the "Services") provided by Deloitte Tax (as defined in paragraph 12 below) under the engagement letter to which these terms are attached (the "Engagement Letter") may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client. For purposes of these terms and the Engagement Letter, the "Client" shall mean CBL & Associates Properties, Inc. and its subsidiaries and/or affiliates. CBL & Associates Properties, Inc. represents and warrants that it has the power and authority to execute the Engagement Letter on behalf of, and to bind, itself and its subsidiaries and/or its affiliates.

2. Payment of Invoices. Deloitte Tax's invoices are due within thirty (30) days of the invoice date. Without limiting its rights or remedies, Deloitte Tax shall have the right to halt or terminate the Services entirely if payment is not received within thirty (30) days of the invoice date. The Client shall be responsible for all taxes imposed on the Services or on the transaction, other than Deloitte Tax's income taxes imposed on a net basis or by employment withholding, and other than taxes imposed on Deloitte Tax's property.

3. Term. Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services. This engagement may be terminated by either party at any time, with or without cause, by giving written notice to the other party not less than thirty (30) days before the effective date of termination; provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. Deloitte Tax may terminate this engagement upon written notice to the Client if Deloitte Tax determines that (a) a governmental, regulatory or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board (the "PCAOB") or the Securities and Exchange Commission) or an entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision, the result of which would render Deloitte Tax's performance of any part of the engagement illegal or otherwise unlawful or in conflict with independence or professional rules, or (b) circumstances change (including, without limitation, changes in ownership of the Client or any of its affiliates) such that Deloitte Tax's performance of any part of the engagement would be illegal or otherwise unlawful or in conflict with independence or professional rules. Upon termination of the engagement, the Client will compensate Deloitte Tax under the terms of the Engagement Letter for the Services performed and expenses incurred through the effective date of termination.

4. Ownership of Deloitte Tax Property. To the extent that Deloitte Tax utilizes any of its property (whether tangible or intangible) in connection with this engagement, such property shall remain the property of Deloitte Tax, and the Client shall not acquire any right or interest in such property. Deloitte Tax shall have ownership (including, without limitation, copyright ownership) and all rights to use and disclose its ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof in conducting its business, and the Client shall not assert or cause to be asserted against Deloitte Tax or its personnel any prohibition or restraint from so doing. In the course of performing the Services, Deloitte Tax may provide to Client, solely for its convenience, spread sheets, models or other software tools. Such items are provided to the Client in "as is" condition without warranty of any kind and Deloitte Tax assumes no responsibility for results obtained by anyone other than Deloitte Tax from the use of such items.

5. Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. DELOITTE TAX WARRANTS THAT IT SHALL PERFORM THE SERVICES IN GOOD FAITH AND WITH DUE PROFESSIONAL CARE. DELOITTE TAX DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation on Damages. The Client agrees that Deloitte Tax, its subcontractors and their respective personnel shall not be liable to the Client for any claims, liabilities or expenses relating to this engagement ("Claims") for an aggregate amount in excess of five times the fees paid by the Client to Deloitte Tax pursuant to this engagement, except to the extent finally judicially determined to have resulted primarily from the gross negligence (as defined herein), bad faith or intentional misconduct of Deloitte Tax or its subcontractors. In no event shall Deloitte Tax, its subcontractors or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute direct Claims) or any consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense relating to this engagement. In

circumstances where all or any portion of the provisions of this paragraph are finally judicially determined to be unavailable, the aggregate liability of Deloitte Tax, its subcontractors and their respective personnel for any Claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim. For purposes of this Engagement Letter and these terms, the term "**gross negligence**" shall mean conduct that evinces a reckless disregard for the rights of others or smacks of intentional wrongdoing.

7. Client Responsibilities. The Client shall cooperate with Deloitte Tax in the performance by Deloitte Tax of the Services, including, without limitation, providing Deloitte Tax with reasonable facilities and timely access to data, information and personnel of the Client. The Client shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to Deloitte Tax for purposes of the performance by Deloitte Tax of the Services. The Client acknowledges and agrees that Deloitte Tax's performance is dependent upon the timely and effective satisfaction of the Client's responsibilities hereunder and timely decisions and approvals of the Client in connection with the Services. Deloitte Tax shall be entitled to rely on all decisions and approvals of the Client. With respect to the data and information provided by Client to Deloitte Tax or its subcontractors for the performance of the Services, Client shall have the rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing. The Client shall be solely responsible for, among other things: (a) making all management decisions and performing all management functions; (b) designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the Services; (c) evaluating the adequacy and results of the Services performed; (d) accepting responsibility for the results of the Services; and (e) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.

8. Force Majeure. Except for the payment of money, neither party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the other party (including, without limitation, entities or individuals under its control or any of their respective officers, directors, employees, other personnel and agents), acts or omissions or the failure to cooperate by any third party, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence or any law, order or requirement of any governmental agency or authority.

9. Limitation on Actions. No action, regardless of form, relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for nonpayment may be brought by a party not later than one year following the date of the last payment due to the party bringing such action.

10. Independent Contractor. It is understood and agreed that each party hereto is an independent contractor and that neither party is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint venturer, co-owner or representative. Neither party shall act or represent itself, directly or by implication, in any such capacity or in any manner assume or create any obligation on behalf of, or in the name of, the other.

11. Confidentiality. To the extent that, in connection with this engagement, Deloitte Tax comes into possession of any tax return information, trade secrets or other proprietary or confidential information of the Client, Deloitte Tax will not disclose such information to any third party without the Client's consent. The Client hereby consents to Deloitte Tax disclosing such information (a) to contractors providing administrative, infrastructure and other support services to Deloitte Tax and any affiliate or related entity (including its partners, principals and employees), or to other subcontractors, in each case, whether located within or outside of the United States, that are providing Services in connection with this engagement and that have agreed to be bound by confidentiality obligations similar to those in this paragraph 11; (b) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining hereto; or (c) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by Deloitte Tax in breach hereof, (ii) becomes available to Deloitte Tax on a nonconfidential basis from a source other than the Client which Deloitte Tax believes is not prohibited from disclosing such information to Deloitte Tax by obligation to the Client, (iii) is known by Deloitte Tax prior to its receipt from the Client without any obligation of confidentiality with respect thereto, or (iv) is developed by Deloitte Tax independently of any disclosures made by the Client to Deloitte

Tax of such information. In satisfying its obligations under this paragraph, Deloitte Tax shall maintain the Client's trade secrets and proprietary or confidential information in confidence using at least the same degree of care as it employs in maintaining in confidence its own trade secrets and proprietary or confidential information, but in no event less than a reasonable degree of care. Notwithstanding anything to the contrary herein, the Client acknowledges that Deloitte Tax, in connection with performing the Services, may develop or acquire experience, skills, knowledge, and ideas that are retained in the unaided memory of its personnel. The Client acknowledges and agrees that Deloitte Tax may use and disclose such experience, skills, knowledge and ideas.

12. Survival and Interpretation. The agreements and undertakings of the Client contained in the Engagement Letter, together with all paragraphs herein relating to payment of invoices, ownership of Deloitte Tax property, limitations on warranties, limitations on damages, limitations on actions, confidentiality, survival and interpretation, assignment and subcontracting, waiver of jury trial, indemnification, governing law, venue, jurisdiction and severability, information and data, and third parties and internal use shall survive the expiration or termination of this engagement. For purposes of these terms, Deloitte Tax shall mean Deloitte Tax LLP and Deloitte Tax Products Company LLC, one of its subsidiaries. Without limiting the foregoing, affiliated and related entities of Deloitte Tax are intended third-party beneficiaries of these terms. Any affiliated or related entity of Deloitte Tax may in its own right enforce such terms, agreements and undertakings. **The provisions of paragraphs 5, 6, 9, 12, 14, 15, 16 and 18, hereof shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise, notwithstanding the failure of the essential purpose of any remedy.**

13. Assignment and Subcontracting. Except as provided below, neither party may assign, transfer or delegate any of its rights or obligations hereunder (including, without limitation, interests or Claims) without the prior written consent of the other party. The Client hereby consents to Deloitte Tax assigning or subcontracting any of Deloitte Tax's rights or obligations hereunder to any affiliate or related entity, whether located within or outside of the United States. Services performed by Deloitte Tax subcontractors shall be invoiced as professional fees on the same basis as Services performed by Deloitte Tax personnel, unless otherwise agreed.

14. Waiver of Jury Trial. Deloitte Tax AND THE CLIENT HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.

15. Indemnification. The Client shall indemnify and hold harmless Deloitte Tax, its subcontractors and their respective personnel from all Claims, except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of Deloitte Tax or its subcontractors.

16. Governing Law, Venue, Jurisdiction and Severability. These terms, the Engagement Letter, including exhibits, and all matters relating to this engagement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the choice of law principles thereof). Any action based on or arising out of this engagement or the Services provided or to be provided hereunder shall be brought and maintained exclusively in any court of the State of New York or any federal court of the United States, in each case located in New York County, the State of New York. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of such terms or the Engagement Letter is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

17. Information and Data. Deloitte Tax shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that the Client and its representatives provide to Deloitte Tax. All assumptions, representations, information and data to be supplied by the Client and its representatives will be complete and accurate to the best of the Client's knowledge. Deloitte Tax may use information and data furnished by others; however, Deloitte Tax shall not be responsible for, and Deloitte Tax shall provide no assurance regarding, the accuracy of any such information or data. Except as specifically

agreed to in writing, Deloitte Tax shall not provide advice regarding the financial accounting treatment of any transaction implemented from the Services and will not assume any responsibility for any financial reporting with respect to the Services. The Client shall be responsible for all financial information and statements provided by or on behalf of the Client with respect to any of the Services. Deloitte Tax shall have no responsibility to address any legal matters or questions of law, other than tax law.

18. Third Parties and Internal Use. Deloitte Tax acknowledges that Deloitte Tax has not placed any limitations on the Client's disclosure of the tax treatment or tax structure associated with the tax Services or transactions described in the Engagement Letter. Nothing in this paragraph shall be construed as limiting or restricting disclosure of the tax treatment or tax structure of the transaction as described in Rule 3501(c)(1) of PCAOB Release 2005-014 or Internal Revenue Code ("IRC") sections 6011 and 6111 and related Internal Revenue Service ("IRS") guidance. The Client acknowledges that none of its other advisors have imposed or will impose any conditions of confidentiality with respect to the tax treatment or tax structure associated with the tax Services or transactions described in the Engagement Letter. All Services shall be solely for the Client's informational purposes and internal use, and this engagement does not create privity between Deloitte Tax and any person or party other than the Client ("third party"). This engagement is not intended for the express or implied benefit of any third party. Unless otherwise agreed to in writing by Deloitte Tax, no third party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports or other Services of Deloitte Tax. In the event of any unauthorized reliance, the Client agrees to indemnify and hold harmless Deloitte Tax and its personnel from all third-party claims, liabilities, costs and expenses.

19. Certain Tax Disclosures and Reporting. In accordance with IRC sections 6111 and 6112, Deloitte Tax may be required to report to the IRS or certain state tax authorities the Services including without limitation any related tax transaction(s) described in the Engagement Letter as well as the Client's participation therein. In addition, separate and apart from any reporting by Deloitte Tax, the Client, in accordance with IRC section 6011, may also be required to disclose to a taxing authority its participation in one or more transactions which are the subject of this Engagement Letter. The determination of whether, when and to what extent Deloitte Tax and the Client should comply with their respective federal or state "tax shelter" reporting requirements will be made exclusively and respectively by Deloitte Tax and the Client. Deloitte Tax and the Client further agree that (i) any liability for fines or penalties or any other consequences resulting from non-compliance by one party with applicable tax disclosure or reporting rules will be borne or incurred exclusively by the non-compliant party, and (ii) any request by the Client of Deloitte Tax for services in identifying or otherwise consulting on transactions subject to IRC section 6011 or corresponding state law and the reporting or disclosing thereof will be the subject of a separate engagement letter.

20. Accountant / Client Privilege – IRC §7525. The Client should be aware that certain information discussed with personnel of Deloitte Tax who are Federally Authorized Tax Practitioners or their agents for the purpose of obtaining Deloitte Tax's advice on tax matters may be privileged from disclosure in any non-criminal tax matters before the IRS and in non-criminal proceedings in Federal court that stem from matters before the IRS, if the United States is a party to the proceedings. The Client is solely responsible for managing the recognition, establishment and maintenance of the confidentiality privilege. The Client must notify Deloitte Tax if the Client wishes to invoke the confidentiality privilege, and Deloitte Tax will cooperate with the Client's reasonable instructions relating to the confidentiality privilege. Circumstances may arise under which the Client may wish to divulge or have Deloitte Tax divulge privileged information to other parties. The Client should be aware that such disclosure might result in a waiver of the confidentiality privilege. Accordingly, if the Client wishes Deloitte Tax to divulge such information, Deloitte Tax shall require the Client to provide Deloitte Tax in advance with written authority to make such disclosures. In addition, if it is ultimately determined that a significant purpose of the tax matter was to avoid or evade any U.S. federal income tax, the Client should be aware that the confidentiality privilege under §7525 of the Internal Revenue Code will not apply to any communications between the Client and Deloitte Tax.

In the event that Deloitte Tax receives a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of privileged information, Deloitte Tax will promptly notify the Client and will follow the Client's reasonable instructions regarding any third party requests or needs for such material before Deloitte Tax would disclose same as may be required under applicable law or rules. The Client agrees to hold Deloitte Tax harmless from, and also assumes responsibility for, any expenses (including attorney's fees, court costs, costs incurred by outside advisors and any other cost imposed whether by way of penalty or otherwise) incurred by Deloitte Tax as a result of the Client's assertion of the confidentiality privilege or the Client's direction to Deloitte Tax to assert the confidentiality privilege on behalf of the Client.

Deloitte Tax Privacy Notice
CBL & Associates Properties, Inc.

Introduction

This privacy notice applies to clients who obtain services from Deloitte Tax. Deloitte Tax refers to Deloitte Tax LLP and its subsidiaries.

Information Collection

Deloitte Tax may collect personally identifiable information ("PII") from you such as:

- Home address
- Home telephone number
- Date of birth
- Government identifiers (such as social security number)

In connection with our client acceptance process, Deloitte Tax may collect PII about you that may be considered sensitive. This could include, for example, history of any criminal activity.

Deloitte Tax may also collect PII about you from, among other places:

- Information you provide directly to us
- Information regarding the services that Deloitte Tax provides or has previously provided to you
- Information Deloitte Tax receives from our affiliated entities or third parties relating to the establishment of our relationship or the provision of services to you

This information can be received in any manner, including in in-person discussions, telephone conversations, and electronic or other written communications.

Privacy Shield Notice

Deloitte LLP and its United States affiliates, including Deloitte Tax, adhere to the EU-U.S. and Swiss Privacy Shield Framework as set forth by the U.S. Department of Commerce with respect to personally identifiable information that is transferred from the European Economic Area and Switzerland to the United States within the scope of their Privacy Shield certifications. To learn more, see our [Privacy Shield Notice](#).

Information Use

Deloitte Tax collects PII about you to:

- Establish or maintain our relationship with you
- Provide you with services you have requested
- Keep you informed of services we think may be of interest to you

Without PII, Deloitte Tax may be unable to provide you with the services you have requested.

Disclosure of Information

Deloitte Tax may share PII about you with others as permitted by contractual agreement or as required by law, such as:

- Our affiliates
- Third parties in connection with the provision of services to you
- Government entities and regulatory bodies
- Those with whom you have requested us to share information

Deloitte Tax requires third parties who perform services for us to agree to treat PII about you confidentially and securely.

Unless restricted by law, regulation, contract or professional standards, Deloitte Tax may transfer PII about you outside the United States to other countries for the purposes described in this privacy notice.

Deloitte Tax will provide notice and obtain your consent before:

- Sharing PII about you with an unaffiliated third party who is not performing services for us, except if such sharing is otherwise permitted by this privacy notice,
- Using PII about you for purposes not described in this privacy notice, or
- Sharing with a third party Sensitive PII, if any, that you may provide to us in connection with our services. Sensitive PII refers to PII specifying medical or health conditions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or information specifying the sex life of the individual.

Deloitte Tax does not sell or lease PII about you to others.

Access

You may request access to the PII that Deloitte Tax has about you. You may also request the correction, amendment or deletion of PII about you that is inaccurate. Deloitte Tax will treat requests for access, correction, amendment or deletion of PII about you in accordance with its internal policies and applicable legal requirements.

Information Security

Deloitte Tax maintains reasonable physical, administrative and technical safeguards to protect PII from loss, misuse, or unauthorized access, disclosure, alteration or destruction. *Our personnel and the personnel of our affiliates are provided access to PII about you only if they have a need to know the information in connection with a legitimate business purpose, such as (i) the provision of services to you or (ii) to help identify other services that Deloitte Tax and its affiliates offer that may be of interest or use to you.*

Changes to This Privacy Notice

Deloitte Tax reserves the right to change this privacy notice. Deloitte Tax will provide you with a revised privacy notice that reflects such changes as required by law.

Questions

If you have any questions or concerns regarding this notice, please contact your engagement partner/principal/managing director.