

ENTERED

November 08, 2021

Nathan Ochsner, Clerk

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

In re: CBL & ASSOCIATES PROPERTIES, INC., et al., Debtors.³	§ § § § § § §	Chapter 11 Case No. 20-35226 (DRJ) (Jointly Administered) Re: Docket No. [1426]
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**ORDER (I) APPROVING ASSUMPTION
OF CERTAIN UNEXPIRED NONRESIDENTIAL REAL
PROPERTY LEASES AND (II) GRANTING RELATED RELIEF**

Upon the motion, dated May 20, 2021 (the “**Motion**”),⁴ of CBL & Associates Properties, Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), pursuant to sections 365(a), 365(d)(4), and 105(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 6006 of the Federal Rules of Bankruptcy Procedure, for entry of an order (a)(i) confirming that the Confirmation Order constitutes approval of the Debtors’ assumption of all Leases under which the Debtors are lessees, including the Leases set forth on **Exhibit 1** attached hereto or, in the alternative, (ii) approving the Debtors’ assumption of such Leases, in each case with assumption of the Leases being effective as of the date of entry of this Order, and (b) granting related relief, as more fully set forth in the Motion; and the 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

³ 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.

⁴ Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Motion.

28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice needs be provided; and the Court having reviewed the Motion; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted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, creditors, and all parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. To the extent not already authorized by the Confirmation Order, the Debtors are authorized to assume the Leases, including the Leases set forth on **Exhibit 1** attached hereto.
2. The Debtors are authorized to pay all amounts and obligations relating to the Leases that become due and owing in the ordinary course of business.
3. Assumption of the Leases shall be effective notwithstanding a dispute over the proposed Cure Costs, which Cure Costs, if any, the Debtors shall pay as soon as practicable after assumption of the Leases. Any disputed Cure Cost must be paid promptly after the earlier of the date (a) on which the Debtors and the applicable lessor agree to an amount or (b) specified in a final and non-appealable order entered by this Court determining such amount.
4. Upon the entry of this Order, the counterparties to the Leases shall be forever barred and enjoined from asserting against the Debtors any defaults, claims, interest or other default penalties under the Leases arising before the date of this Order.
5. Assumption of any Lease or payment of an associated Cure Cost does not represent a waiver by the Debtors of any rights, claims, or defenses in connection with or arising under any Lease.

6. The Debtors are authorized to take all actions necessary or appropriate to implement the relief granted in this Order.

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

8. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

Signed: November 08, 2021.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Schedule of Leases

CBL & Associates Properties, Inc., et al.
Exhibit 1 - Schedule of Leases

Center / Location	Lessor	Lessee	Lease	Description
Brookfield Square	Brookfield Square Anchor S, LLC	Brookfield Square Anchor S, LLC	Lease dated 28, 2014 and Memorandum of Lease dated February 11, 2015, as Document No. 4123976, as amended.	Anchor S Shops
Brookfield Square Outparcel	BACM 2015-UBS7 WI-ND-IL PROPERTIES LLC	Brookfield Square Parcel, LLC	Ground Lease dated April 28, 2006; Short Form Ground Lease dated April 28, 2006, as Document No. 3552456, as amended.	Tract 2
Brookfield Square Outparcel	BACM 2015-UBS7 WI-ND-IL PROPERTIES LLC	Brookfield Square Parcel, LLC	Ground Lease dated April 28, 2006; Short Form Ground Lease dated April 28, 2006, as Document No. 3552468 as amended.	Tract 1
East Towne Mall	Madison Joint Venture, LLC	Madison/East Towne, LLC	Ground Lease dated October 3, 2005.	Mall Site
East Towne Mall	Madison Joint Venture, LLC	WI-Land Parcels, LLC	Ground Lease dated January 28, 2019; Short Form Ground Lease dated January 28, 2019, as Document No. 547015, as corrected by 5470245.	Outparcels
Meridian Mall	Mirmal Mall, LLC	Meridian Mall Limited Partnership	Ground Lease dated March 31, 1968; Memorandum of Ground Lease dated August 28, 1968, as Book 977; Page 148; as amended.	Parcel II - Mall
Meridian Mall	Mirmal Mall, LLC	Meridian Mall Limited Partnership	Ground Lease daed July 31, 1985; Memorandum of Lease dated July 31, 1985, as Book 1543, Page 973; as amended.	Parcel III - Theatre
Meridian Mall	Mirmal Mall, LLC	CBL & Associates Management, Inc.	Ground Lase dated January 28, 1993; Memorandum of Ground Lease dated January 28, 1993, filed for record on May 6, 1993, in Book 2056; Page 315; as amended.	4 ac greenscape tract and parking lot near theatre
Meridian Mall	Mirmal Mall, LLC	Meridian Mall Limited Partnership	Ground Lease dated August 31, 1977; Memorandum of Lease dated August 31, 1977, as Book 1241, Page 998; as amended.	Parcel IV - Plaza Expansion
Pearland Town Center	Pearland Town Center Limited Partnership	Pearland Ground, LLC	Ground Lease dated September 27, 2007; Memorandum of Ground Lease dated September 27, 2005, as Document 2007057604, as amended.	Condo units I, II and III.

St Claire Square	St. Clair Square SPE, LLC	St. Clair Square SPE, LLC	Ground Lease dated March 30, 1973; Memorandum of Ground Lease dated March 30, 1973, as Document No A428667; Memorandum of Assignment and Assumption of Ground Lease dated January 12, 2010, as Document No A02197787; as amended.	Mall Site
St Claire Square	William R. Evans and Patricia K. Frueler, Co-Executeor of the the Estate of Willam Howard, Deceased and Aletha K Dressel	St. Clair Square SPE, LLC	Ground Lease dated March 30, 1973; Memorandum of Ground Lease dated March 30, 1973, as Document No A428669; as amended.	Parking Lot near Dillard's
Stroud Mall	Stroud Township Volunteer Fire Department, a non-profit pennsylvania corporaiton	Stroud Mall, LLC	Ground Lease Agreement dated October 17, 1990; Memorandum of Ground Lease, as Book 1755, Page 749.	Parking Garage
Sunrise Mall	TF Brownsville TX, LLC	CBL SM-Brownsville, LLC	Ground Lease Agreement dated June 8, 2000; Memorandum of Ground Lease dated April 30, 2002, as Doucment No 23667; as amended.	Parking lot near former Sears
West Towne Mall	Madison Joint Venture, LLC	Madison/West Towne, LLC	Ground Lease dated October 3, 2005.	Master Ground Lease