

**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)
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**APPLICATION OF DEBTORS FOR (I) AUTHORITY TO
EMPLOY AND RETAIN BERKELEY RESEARCH GROUP, LLC AS FINANCIAL
ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF
THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING, SPECIFICALLY ANSWERING EACH PARAGRAPH OF THIS PLEADING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY-ONE (21) DAYS FROM THE DATE YOU WERE SERVED WITH THIS PLEADING. YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

CBL & Associates Properties, Inc., and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), respectfully represent as follows in support of this application (the “**Application**”):²

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

² The facts and circumstances supporting the relief requested herein are set forth in the First Day Declaration (as defined herein). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the First Day Declaration or the Engagement Letter (as defined herein) as relevant.

Background

1. Beginning on November 1, 2020 (the “**Petition Date**”), the Debtors each commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 1015-1 of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”). On November 13, 2020, the United States Trustee for Region 7 (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors (the “**Creditors’ Committee**”) in these chapter 11 cases pursuant to section 1102 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases.

2. Additional information regarding the Debtors’ business, capital structure, the Restructuring Support Agreement, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Mark Renzi in Support of Debtors’ Chapter 11 Petitions and First Day Motions* [Docket No. 3] (the “**First Day Declaration**”).

Jurisdiction

3. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 157(b) and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012. This proceeding is core pursuant to 28 U.S.C. § 157(b) and may be determined by the Court. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

4. By this Application, the Debtors request, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Bankruptcy Rules 2014-1 and 2016-1, entry of an order (i) authorizing the Debtors to retain and employ Berkeley Research Group, LLC (“**BRG**”), effective as of the Petition Date, pursuant to the terms of that certain engagement letter by and among the Debtors and BRG, dated as of June 24, 2020 (the “**Engagement Letter**”) and (ii) granting related relief.

5. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit A** (the “**Proposed Order**”). A copy of the Engagement Letter is annexed to the Proposed Order as **Exhibit 1**.

6. In support of this Application, the Debtors submit the declaration of Mark A. Renzi, a Managing Director of BRG (the “**Renzi Declaration**”), attached hereto as **Exhibit B**.

7. The Debtors have determined, in the exercise of their business judgement, that the size and complexity of their business requires them to employ a financial advisor with the knowledge of the Debtors’ industry and business and experience with the chapter 11 process to advise the Debtors with respect to these chapter 11 cases. The Debtors are familiar with the professional standing and reputation of BRG.

BRG’s Qualifications

8. BRG’s Corporate Finance practice has a wealth of experience in providing financial advisory services in restructuring, sale and wind down scenarios, and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States. BRG professionals have significant restructuring and industry experience assisting distressed companies with financial and operational challenges, and working with management teams and boards of directors of large companies facing financial

challenges similar to those of the Debtors. BRG regularly assists large and complex businesses similar to the Debtors.

9. BRG has acted as financial advisor, crisis manager, and corporate officer in middle market to large multinational companies in crisis or those in need of performance improvement in specific financial and operational areas across a wide array of industries. Moreover, the professionals at BRG have assisted and advised debtors, creditors, creditors' committees, bondholders, investors, and others in numerous bankruptcy cases, including the bankruptcy cases of *Lucky Brand Dungarees*; *Fred's*; *American Apparel*; *Sports Authority Holdings*; *rue21*; *Aerogroup International (Aerosoles)*; *Wet Seal*; *Brookstone*; *Hospital Acquisition (LifeCare)*; *Specialty Retail Shops Holding Corp. (a.k.a. Shopko)*; *Videology*; *Sportsmans Warehouse*; *Ultimate Electronics*; *CIT*; *Lodgenet*; and *Inspiration Biopharmaceutical*.³ BRG's business, experience, and expertise are further described in the Coulombe Declaration.

10. The individuals who will work on this matter (the "**BRG Personnel**") have substantial expertise in the areas discussed above, and, if approved, will provide services to the Debtors under an order approving this Application. The BRG Personnel will work closely with the Debtors' management and professionals throughout the reorganization process.

11. Furthermore, as a result of the significant prepetition work performed on behalf of the Debtors, BRG has acquired significant knowledge of the Debtors and their businesses and is intimately familiar with the Debtors' financial affairs and systems, capital structure, operations, and related matters. During their prepetition engagement, BRG assisted the Debtors' management team with, among other things, managing and forecasting the Debtors' liquidity position, negotiating with vendors, suppliers and service-providers, preparing for the Debtors' chapter 11

³ The professionals were employed in certain of these engagements prior to joining BRG.

filing and first day relief, and other financial analysis and planning (the “**Prepetition Engagement**”). Such experience and knowledge will be invaluable to the Debtors throughout these chapter 11 cases.

12. Based on BRG’s experience, knowledge, and familiarity with the Debtors’ business, the Debtors believe that BRG is both well qualified and suited to deal effectively and efficiently with matters that may arise in the context of these chapter 11 cases. The services of BRG are deemed necessary to enable the Debtors to maximize the value of their estates and to reorganize successfully. Further, BRG is well qualified and able to represent the Debtors in a cost-effective, efficient, and timely manner. Additionally, the complexity and speed that have characterized these Cases necessitated that BRG focus their immediate attention on time sensitive matters, pending submission and approval of this Application.

Scope of Services

13. Prior to the Petition Date, the Debtors and BRG entered into the Engagement Letter, which governs the relationship between them. The terms and conditions of the Engagement Letter were negotiated between the Debtors and BRG at arms’ length and reflect the parties’ mutual agreement as to the substantial efforts that will be required under this engagement.

14. BRG will provide such consulting and advisory services (the “**Services**”) as BRG and the Debtors deem appropriate and feasible in order to advise the Debtors in the course of these chapter 11 cases, including but not limited to the following:^{4,5}

- (a) Support the development of restructuring plans, financing, and strategic alternatives for maximizing the enterprise value of the Company;
- (b) Prepare various financial analysis to support restructuring alternatives including liquidity forecast, expense levels, and others as necessary;
- (c) Provide advice to management on cash conservation measures and liquidity forecasting after analyzing and stress testing weekly cash flows under various scenarios;
- (d) Advise the Company relative to negotiating with existing lenders and stakeholders;
- (e) Participate on Board calls as requested;
- (f) Assist Company with the communications and negotiations with various third parties to support restructuring alternatives;
- (g) Other services as requested or directed by the CEO, the board of directors of the Company (the “**Board**”) or other Company personnel as authorized by the Board and agreed to by BRG; and
- (h) Assist the Company with activities related to bankruptcy including, as appropriate, testimony if requested.

No Duplication of Services

15. It is necessary for the Debtors’ restructuring efforts that the Debtors retain and employ BRG to render the foregoing Services. The Debtors believe that the Services will compliment, and not duplicate, the services that other professionals will be providing the Debtors in these Cases. Specifically, BRG will carry out unique functions and will use reasonable efforts

⁴ The summaries of the Engagement Letter contained in this application are provided for purposes of convenience only. Certain of the work streams outlined in the Engagement Letter were completed prior to the Petition Date or superseded by the filing of these chapter 11 cases. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter shall control unless otherwise set forth herein.

⁵ Under the Engagement Letter, BRG was retained by the Debtors’ proposed counsel, Weil, Gotshal & Manges LLP (“**Weil**”), and is engaged by both the Debtors and Weil to perform the Services under the Engagement Letter.

to coordinate with the Debtors and the other professionals retained in these cases to avoid the duplication of services.

Professional Compensation

16. In consideration of the Services to be provided by BRG, subject to this Court's approval, the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules, and any applicable orders of the Court, and pursuant to the terms and conditions of the Engagement Letter, the Debtors have agreed to compensate BRG for its services and reimburse BRG for the out-of-pocket expenses it incurs in accordance with its customary billing practices and as set forth in the Engagement Letter (the "**Fee Structure**").

17. BRG has advised the Debtors that it will charge its standard hourly rates for professional services rendered, plus reimbursement of actual and necessary expenses incurred by BRG. The hourly rates charged by BRG for the services provided by its personnel differ based upon, among other things, each professional's level of experience, geographic differentials, and types of services being provided. In the ordinary course of business, BRG periodically revises its hourly rates to reflect promotions and other changes in personnel responsibilities, increases in experience, and increases in the cost of doing business. Rates are typically adjusted annually.

18. For professional services, fees are based on BRG's standard hourly rates. The proposed rates of compensation, subject to final Court approval, are the customary hourly rates in effect when services are performed by the professionals and paraprofessionals who provide services to the Debtors. The current standard hourly rates for the BRG Personnel anticipated to be assigned to this case are as follows:

Position	2020 Hourly Rate
Managing Director	\$825 – \$1,095
Director	\$625 - \$835
Professional Staff	\$295 - \$740
Support Staff	\$135 - \$260

19. In addition to compensation for professional services rendered by BRG Personnel, BRG will seek reimbursement for direct, reasonable and documented, out-of-pocket expenses, including, but not limited to, travel and lodging expenses, business meals, costs of reproduction, research, communications, BRG’s legal counsel, any applicable sales or excise taxes, and other direct expenses; provided, however, the Company’s prior approval shall be required for any single out-of-pocket expense or series of related expenses (for all purposes under the Engagement Letter, all legal expenses shall be deemed related expenses) that, in either case, shall exceed \$10,000.

20. The Debtors understand that BRG intends to apply to the Court for allowances of compensation and reimbursement of expenses for financial advisory support services in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and applicable orders and procedures of this Court.

21. To the best of the Debtors knowledge, BRG is not owed any amounts with respect to its prepetition fees and expenses and BRG does not believe it is a “creditor” with respect to fees and expenses of any of the Debtors within the meaning of section 101(10) of the Bankruptcy Code.

22. BRG received unapplied advance payments from the Debtors in the amount of \$350,000.00 (the “**Cash on Account**”). According to BRG’s books and records, during the

ninety-day period prior to the Petition Date, the Debtors paid BRG \$1,788,237.46 in aggregate for professional services performed and expenses incurred.⁶

23. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior, and subsequent to the Petition Date, BRG may have incurred, but not invoiced, fees and reimbursable expenses that relate to the pre-petition period. BRG intends to apply the Cash on Account against such amounts. As agreed to with the Debtors, the remainder of the Cash on Account, will not be segregated by BRG in a separate account and will be held as a general retainer as security for postpetition services and expenses.

24. The Debtors believe that the Fee Structure is reasonable and comparable to those generally charged by financial advisors and consultants of similar stature to BRG for comparable engagements, both in and out of chapter 11. The Fee Structure summarized above and described more fully in the Engagement Letter is consistent with BRG's normal and customary billing practices for comparably-sized and complex cases and transactions, both in and out of court, involving the services to be provided in connection with chapter 11 cases. Moreover, the Fee Structure is consistent with and typical of arrangements entered into by BRG and other financial advisory consulting firms with the rendering of comparable services to clients such as the Debtors. BRG and the Debtor believe that the Fee Structure is both reasonable and market-based. The Debtors therefore submit that the Fee Structure is fair and reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

⁶ The Cash on Account is inclusive of the Initial Cash on Account (\$100,000) as defined in the Engagement Letter. The Initial Cash on Account was received prior to the 90 day period and is thus not included in this figure.

Indemnification

25. The Engagement Letter contains standard indemnification language with respect to BRG's services, including, without limitation, an agreement by the Debtors to indemnify BRG and its members, principals, employees, representatives, agents, counsel, and affiliates (each a "**BRG Party**" and collectively, the "**BRG Parties**") from and against all claims, losses, damages, liabilities, penalties, and expenses arising out of or in connection with the engagement of BRG that is the subject of the Engagement Letter, provided that the Company is not liable for any loss, claim, damage, or liability to the extent that it both (a) arises out of any action or failure to act by BRG and (b) is finally judicially determined by a court of competent jurisdiction to have resulted from the willful misconduct, bad faith, gross negligence, or actual fraud of BRG.

26. The Debtors and BRG believe that the indemnification provisions contained in the Engagement Letter are customary and reasonable for BRG and comparable firms providing restructuring services.

27. The terms and conditions of the indemnification provisions were negotiated by the Debtors and BRG at arms' length and in good faith. The provisions contained in the Engagement Letter, viewed in conjunction with the other terms of the proposed order, are reasonable and in the best interests of the Debtors, their estates, and creditors in light of the fact that the Debtors require BRG's services to successfully reorganize.

BRG's Disinterestedness

28. To the best of the Debtors' knowledge and except to the extent disclosed herein and in the Renzi Declaration, BRG: (a) has no connection with the Debtors, their creditors, or other parties in interest, or the attorneys or accountants of the foregoing, the U.S. Trustee or any person employed in the office of the U.S. Trustee, or any bankruptcy judge in the Southern District of

Texas; (b) does not hold any interest materially adverse to the Debtors' estates; and (c) believes it is a "disinterested person" as defined within § 101(14) of the Bankruptcy Code.

29. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of BRG's retention are discovered or arise, the Debtors submit that BRG will use reasonable efforts to promptly supplement its disclosure to the Court.

30. No promises have been received by BRG nor any employee thereof as to payment or compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code. Except for internal agreements among the employees of BRG regarding the sharing of revenue or compensation, neither BRG nor any of its employees has entered into an agreement or understanding to share compensation with any other entity as described in Bankruptcy Rule 2016 or section 504 of the Bankruptcy Code.

Relief Requested Should Be Granted

31. The Debtors seek authority to retain and employ BRG as their financial advisor and consultant under section 327 of the Bankruptcy Code, which provides that a debtor is authorized to employ professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [Debtor] in carrying out the [Debtor's] duties under this title." 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code in cases under chapter 11 of the Bankruptcy Code and provides that "a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case." 11 U.S.C. § 1107(b). As discussed above and as further detailed in the Renzi Declaration and as otherwise set forth therein, to the best of the Debtors' knowledge, BRG is a "disinterested person" within the

meaning of section 101(14) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates.

32. The Debtors seek approval of the Fee Structure and the Engagement Letter (including the Indemnification Provisions) pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtors “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a). Accordingly, section 328 of the Bankruptcy Code permits the compensation of professionals, including consultants, on flexible terms that reflect the nature of their services and market conditions. Thus, section 328 is a significant departure from prior bankruptcy practice relating to the compensation of professionals. Indeed, as the United States Court of Appeals for the Fifth Circuit recognized in *Donaldson Lufkin & Jenrette Sec. Corp. v. Nat’l Gypsum (In re Nat’l Gypsum Co.)*, 123 F.3d 861, 862 (5th Cir. 1997):

Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants “reasonable compensation” based on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee) (internal citations omitted).

33. The Debtors believe that the Fee Structure in the Engagement Letter sets forth reasonable terms and conditions of employment and should be approved under section 328(a) of the Bankruptcy Code. The Fee Structure adequately reflects: (i) the nature of the services to be provided by BRG; and (ii) fee and expense structures and indemnification provisions typically

utilized by BRG and other leading financial advisory and consulting firms. In addition, as noted above, BRG is “disinterested” and all of its fees and expenses are subject to approval of the Court in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and further orders of the Court.

34. Accordingly, the Debtors submit that the relief requested in the Application is in the best interests of their estates, creditors, and all parties-in-interest to these Cases and the Court should approve the retention and employment of BRG pursuant to the terms set forth in the Engagement Agreement.

Notice

35. Notice of this Application will be served on any party entitled to notice pursuant to Bankruptcy Rule 2002 and any other party entitled to notice pursuant to Local Rule 9013-1(d).

No Previous Request

36. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

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WHEREFORE the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: November 30, 2020
Chattanooga, TN



Farzana Khaleel
Executive Vice President & Chief Financial Officer
CBL & Associates Properties, Inc., *et al.*

Certificate of Service

I hereby certify that on November 30, 2020, 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

**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. [●]
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**ORDER (I) AUTHORIZING THE DEBTORS TO RETAIN AND
EMPLOY BERKELEY RESEARCH GROUP, LLC AS FINANCIAL ADVISORS
FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF
THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

Upon the application, dated November 30, 2020 (the “**Application**”) 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 authorizing the Debtors (i) to retain and employ Berkeley Research Group, LLC (“**BRG**”), as financial advisors for the Debtors, effective as of the Petition Date, in accordance with the terms and conditions of that certain engagement letter executed on June 24, 2020 (the “**Engagement Letter**”), annexed hereto as **Exhibit 1**, and (ii) granting related relief; and upon consideration of the *Declaration of Mark A. Renzi in Support of the Application of Debtors for (I) Authority to Employ and Retain Berkeley Research Group, LLC as Financial Advisor to the Debtors and Debtors in Possession Nunc Pro Tunc to the Petition Date, and (II) Granting Related Relief* filed contemporaneously therewith (the “**Renzi Declaration**”); and this Court being satisfied, based on the representations made in the Application and the Renzi Declaration, that BRG is a “disinterested person” as such term is

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

defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and, as required under section 327(a) of the Bankruptcy Code, that BRG represents no interest adverse to the Debtors' estates; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)–(b) and 1334(b), and the *Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Debtors are authorized, pursuant to sections 327(a) and 328 of the Bankruptcy Code, Bankruptcy Rules 2014, and Local Bankruptcy Rule 2014-1, to retain and employ BRG as financial advisors for the Debtors, in accordance with the terms and conditions of the Engagement Letter and Application, including the Indemnification Provisions and the Fee Structure set forth

therein, effective as of the Petition Date, and to pay fees and reimburse expenses to BRG on the terms set forth in the Engagement Letter and the Application, as modified by this Order.

2. The terms of the Engagement Letter, as modified by this Order, are reasonable terms and conditions of employment and are approved. The indemnification provisions included in the Engagement Letter and its attachments are approved, subject to the following:

- (a) As set forth in paragraph (c), BRG shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.
- (b) The Debtors shall have no obligation to indemnify BRG, or provide contribution or reimbursement to BRG, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from BRG's breach of fiduciary duty (if any such duty exists), gross negligence, willful misconduct, bad faith, fraud, or self-dealing, (ii) for a contractual dispute in which the Debtors allege the breach of BRG's contractual obligations unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing pursuant to subparagraph (c) to be a claim or expense for which BRG should not receive indemnity, contribution, or reimbursement under the terms of the Application as modified by this Order; and
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these chapter 11 cases, BRG or any of its affiliates believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification obligations under the Application, including, without limitation, the advancement of defense costs, BRG must file an application in this Court, and the Debtors may not pay any such amounts to BRG before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by BRG or any of its affiliates or contractors for indemnification, and not as a provision limiting the duration of the Debtors' obligation to indemnify BRG or any of its affiliates. All parties in interest shall retain the right to object to any demand by BRG for indemnification, contribution, or reimbursement.

3. BRG shall use reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

4. To the extent the Debtors wish to expand the scope of BRG's services beyond those services set forth in the Engagement Letter or this Order, the Debtors shall be required to seek further approval from this Court. The Debtors shall file notice of any proposed additional services (the "**Proposed Additional Services**") and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, any official committee appointed in these chapter 11 cases, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within 14 days of the Debtors filing such notice, the Proposed Additional Services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing.

5. BRG shall file monthly, interim and final fee applications for allowance of compensation for services rendered and reimbursement of expenses incurred (including, without limitation, the reasonable fees, disbursements and other charges of BRG's counsel (which counsel shall not be required to be retained pursuant to section 327 of the Bankruptcy Code or otherwise)) in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any applicable orders of this Court; *provided*, that in the event that BRG seeks reimbursement from the Debtors for attorneys' fees and expenses consistent with the terms of this Order, the invoices and supporting time records from such attorneys shall be included in BRG's own interim and final applications, and they shall be subject to the approval of the Court pursuant to sections 330 and 331 of the Bankruptcy Code.

6. Notwithstanding anything to the contrary contained herein, the United States Trustee for the Southern District of Texas (the "**U.S. Trustee**") retains all rights to respond or

object to BRG's monthly, interim and final applications for compensation and reimbursement of out-of-pocket expenses based on the reasonableness standard in section 330 of the Bankruptcy Code.

7. BRG is authorized to apply the Cash on Account to satisfy any unbilled or other remaining prepetition fees and expenses BRG becomes aware of during its ordinary course billing review and reconciliation. BRG will maintain the remaining Cash on Account until the conclusion of its representation of the Debtors, at which time BRG will apply the Cash on Account to its final invoices or otherwise return the funds.

8. Notwithstanding anything in the Application to the contrary, to the extent that BRG uses the services of independent or third party contractors or subcontractors (the "**Contractors**") in these cases and BRG seeks to pass through the fees and/or costs of the Contractors to the Debtors, BRG shall (i) pass through the fees of such Contractors to the Debtors at the same rate that BRG pays the Contractors; and (ii) seek reimbursement for actual costs of the Contractors only. In addition, BRG shall ensure that the Contractors perform the conflicts checks and file such disclosures as required by Bankruptcy Code and Bankruptcy Rules.

9. To the extent there may be any inconsistency between the terms of the Application, the Engagement Letter, the Renzi Declaration, and this Order, this Order shall govern.

10. Notice of the Application is adequate under Bankruptcy Rule 6004(a).

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

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

Houston, Texas

Dated: _____, 2020

HON. DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Engagement Letter



PRIVILEGED AND CONFIDENTIAL

June 24, 2020

Via Email

Ray C. Schrock, *P.C.*
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
ray.schrock@weil.com

Re: CBL & Associates Properties, Inc. – Restructuring Services

Dear Ray:

This letter confirms that the law firm of Weil, Gotshal & Manges LLP (“Law Firm”) on behalf of CBL & Associates Properties, Inc. (sometimes referred to herein as the “Client” and sometimes as the “Company”) has engaged Berkeley Research Group, LLC (“BRG”) to provide financial advisory and consulting services in connection with Law Firm’s representation of Client. This letter and any attachments set forth the agreement (“Agreement”) between the parties.

SCOPE OF WORK

The scope of work under this engagement shall consist of the following activities (“Services”):

- Support the development of restructuring plans, financing and strategic alternatives for maximizing the enterprise value of the Company;
- Prepare various financial analysis to support restructuring alternatives including liquidity forecast, expense levels and other as necessary;
- Provide advice to management on cash conservation measures and liquidity forecasting after analyzing and stress testing weekly cash flows under various scenarios;
- Advise the Company relative to negotiating with existing lenders and stakeholders;
- Participate on Board calls as requested
- Assist Company with the communications and negotiations with various third parties to support restructuring alternatives;
- Other services as requested or directed by the CEO, the board of directors of the Company (the “Board”) or other Company personnel as authorized by the Board and agreed to by BRG; and
- If a Chapter 11 bankruptcy were to become necessary, assist the Company with activities relating to such bankruptcy including, as appropriate, testimony if requested.

It is understood and agreed that BRG’s Services may include advice and recommendations, but that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of Law Firm and Client.



CONFIDENTIAL

June 24, 2020

Page 2 of 6

FEES & EXPENSES

Client will pay BRG professional fees for services rendered, based on the actual hours charged, at BRG's standard hourly rates, which are in effect when the Services are rendered ("Professional Fees"). Hourly rates may change in the future from time to time and are typically adjusted annually. BRG's current standard hourly rates are as follows:

Managing Director	\$825 - \$1095
Director	\$625 - \$835
Professional Staff	\$295 - \$740
Support Staff	\$125 - \$260

As an accommodation to Client, BRG will discount its standard hourly rates by ten percent (10%) unless and until the earlier of a Chapter 11 bankruptcy is filed and September 30, 2020. In the event BRG is retained as a bankruptcy professional, BRG will invoice post-petition Professional Fees at its standard hourly rates.

In addition to Professional Fees, BRG will be reimbursed for direct, reasonable and documented, out-of-pocket expenses including, but not limited to, travel, costs of reproduction, typing, research, communications, computer usage, legal counsel, any applicable sales or excise taxes, and other direct expenses; provided, however, Client's prior approval shall be required for any single out-of-pocket expense or series of related expenses (for all purposes under this letter agreement, all legal expenses shall be deemed to be related expenses) that, in either case, shall exceed \$10,000.

BRG will send its invoices in this matter to Law Firm who agrees to forward these invoices to Client as soon as possible, but in no more than 14 days. To expedite prompt payment, BRG may also send copies of its invoices directly to Client, electronically where possible. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, BRG and the Company each acknowledge and agree that Law Firm shall not be liable for the fees, expenses, indemnification or reimbursement obligations or other amounts that that may be owed by the Company to BRG hereunder.

BRG will bill for Services weekly and will provide customary descriptions regarding the Services rendered. BRG will provide additional details regarding Services rendered upon request by Client. BRG's invoices statements shall be paid within seven (7) days of the invoice date. Client agrees that it will review BRG's invoices upon receipt and will advise BRG of any objection to or dispute with the invoice and the work reflected in the invoice within seven (7) days of the invoice date.

Without liability, BRG reserves the right to withhold delivery of Services, testimony, reports or data (written or oral), or suspend work, if the account on this engagement is not current. A late payment charge of one percent (1%) per month (or the maximum rate permitted by law, whichever is less) may be added to any outstanding invoices that are more than 30 days past due after BRG has delivered a written notice to Client informing Client of the past due amount.

Please remit payments by wire to:

Account Name: Berkeley Research Group, LLC

Account No: 8026286672

Bank: PNC Bank, N.A.

ABA No: 031207607



CONFIDENTIAL

June 24, 2020

Page 3 of 6

remitadvice@thinkbrg.com

CASH ON ACCOUNT

Initially, Client will forward to BRG the amount of \$100,000 which funds will be held “on account” to be applied to BRG’s Professional Fees, charges and disbursements for the engagement (the “Initial Cash on Account”). To the extent that this amount exceeds BRG’s fees, charges and disbursements upon the completion of the engagement, BRG will refund any unused portion. Client agrees to increase or supplement the Initial Cash on Account from time to time during the course of the engagement in such amounts as Client and BRG mutually shall agree are reasonably necessary to increase the Initial Cash on Account to a level that will be sufficient to fund Professional Fees, charges, and disbursements to be incurred.

Upon transmittal of an invoice, BRG may immediately draw upon the Initial Cash on Account (as replenished from time to time) in the amount of the invoice. Client agrees upon submission of each such invoice to promptly wire the invoice amount to BRG as replenishment of the Initial Cash on Account (together with any supplemental amount to which BRG and Client mutually agree), without prejudice to Client’s right to advise BRG of any differences it may have with respect to such invoice. BRG has the right to apply to any outstanding invoice (including amounts billed prior to the date hereof), up to the remaining balance, if any, of the Initial Cash on Account (as may be supplemented from time to time) at any time subject to (and without prejudice to) Client’s opportunity to review BRG’s invoices.

COMPANY RESPONSIBILITIES

Law Firm and Client agree that the delivery of Services and Professional Fees charged are dependent on timely and effective cooperation from Law Firm and Client. Accordingly, Client shall furnish to BRG financial information and other information regarding the business of Client as BRG may reasonably request in connection with the Agreement. Client also represents that, to the best of Client’s knowledge, information furnished to BRG is accurate and complete at the time it is furnished and agrees to keep BRG advised of developments materially affecting Client or its financial position. Law Firm and Client shall make decisions and take further actions, as Law Firm and Client determines in their sole discretion, relating to any recommendations made by BRG in connection with this Agreement.

CONFIDENTIALITY

BRG acknowledges that the work product produced by BRG pursuant to this Agreement is intended for the purpose of facilitating Law Firm’s rendering of legal advice to Client and constitutes confidential and privileged attorney work product. BRG shall not disclose any confidential or privileged information to any third party; provided, however, that BRG may disclose confidential or privileged information (a) to BRG’s employees, affiliates, vendors or agents who provide Services in connection with this engagement, (b) with Law Firm or Client’s written consent, or (c) when legally required to do so. The parties agree that confidential and proprietary information will not be construed to include information that is available from public sources or sources not subject to obligations of confidentiality to Law Firm or Client.

Client acknowledges that BRG work product may contain confidential information. Therefore, if Law Firm or Client wishes to disclose BRG work product to any third party, Law Firm and Client shall advise BRG prior to such disclosure. BRG may require the third party to execute a non-reliance and release letter acceptable to BRG in form and substance. In no event shall BRG assume, or be deemed to have



CONFIDENTIAL

June 24, 2020

Page 4 of 6

assumed, any responsibility, obligation or liability to any third party to which any work product is disclosed.

At the direction of Weil, communications and correspondence from BRG, and work product and analyses prepared by BRG for the Company in connection with this matter, will be considered attorney-client communications made in preparation for litigation relating to the restructuring of the Company and, accordingly, will be subject to the attorney-client privilege and attorney work-product doctrine.

CONFLICTS OF INTEREST

BRG is engaged by many other companies and individuals. It is possible that some of BRG's past, current or future clients had, have or may have disputes or other matters that are adverse to or may not be consistent with the interests of Client. BRG reserves the right to undertake unrelated engagements during and after this engagement by Client, consistent with BRG's internal policies. BRG will not be required to disclose any such unrelated engagements to Client. BRG will institute procedures to protect the confidentiality of information provided by Client in the course of this engagement.

ARBITRATION

This Agreement shall be interpreted and controlled by the laws of the state of Delaware. Any controversy, dispute, or claim between Client on the one hand and BRG on the other hand of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement, including any claim based on contract, tort, or statute ("Claims"), shall be resolved at the request of any party to this agreement, by final and binding arbitration, administered by Judicial Arbitration & Mediation Services, Inc. (JAMS), or its successor entity, pursuant to its Comprehensive Arbitration Rules & Procedures (Streamlined Arbitration Rules & Procedures), and judgment upon any award rendered by the arbitrator may be entered by any State or Federal Court having jurisdiction thereof. Any such arbitration shall take place exclusively in Massachusetts. The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in any arbitration or litigation brought in connection with this Agreement, as well as reasonable attorneys' fees and costs incurred in appealing or in connection with any action to enforce any judgment entered by the arbitrator in any court having jurisdiction. If a party to any arbitration proceeding filed in connection with this Agreement fails to pay any costs of the arbitration required to be paid by such party in the time required for payment, the arbitrator is authorized to provide an appropriate remedy, including an entry of a default and an arbitration award on the merits against such party.

INDEMNITY & LIMITATION OF LIABILITY

Client agrees to indemnify and hold harmless BRG against any and all losses, claims, damages, liabilities, penalties, judgments, awards, costs, fees, expenses and disbursements including, without limitation, defending any action, suit, proceedings or investigation (whether or not in connection with proceedings or litigation in which BRG is a party), directly or indirectly, caused by, relating to, based upon, arising out of or in connection with the engagement of BRG or any Services rendered pursuant to this engagement, provided that, notwithstanding anything to the contrary set forth in this Agreement, Client shall not be liable for any loss, claim, damage or liability to the extent it both (a) arises out of any action or failure to act by BRG and (b) is finally judicially determined by a court of competent jurisdiction to have resulted from the willful misconduct, bad faith, gross negligence or actual fraud of BRG. These indemnification



CONFIDENTIAL

June 24, 2020

Page 5 of 6

provisions extend to the members, principals, employees, representatives, agents, counsel and affiliates of BRG.

The parties shall not be liable to each other for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire 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.

Notwithstanding the indemnification and any other terms of this Agreement, the parties shall not be liable to each other for any consequential, incidental, special or punitive damages, nor shall BRG be liable for direct compensatory damages in excess of the fees actually received by BRG for the performance of Services hereunder.

TERMINATION

Law Firm, on behalf of Client, or BRG may terminate this engagement upon seven (7) days' written notice. In the event the engagement is terminated prior to the completion of Services, Clients agrees to pay BRG for all Professional Fees and expenses incurred through the termination date.

OTHER TERMS

In the event BRG is requested pursuant to subpoena or other legal process to produce any documents or to provide testimony relating to engagements for Client in judicial or administrative proceedings to which BRG is not a party, Client shall reimburse BRG at standard billing rates for all professional time and expenses, including reasonable attorneys' fees, incurred in preparing for and responding to requests for documents and providing testimony.

Client will only use any advice, report or work product produced under this engagement for making its own internal business decisions. Client will solely rely on its own analysis and review to make any investment or other business decision. BRG will not render an assurance report or assurance opinion as part of this engagement, nor will the Services constitute an audit, review or examination of any entity's financial statements or prospective financial statements in accordance with generally accepted auditing standards or other applicable professional standards. None of the Services or any report will constitute any legal opinion or advice, nor will the Services or any reports constitute a fairness opinion, investment or accounting advice. BRG will not conduct a review to detect fraud or illegal acts, nor will BRG render any opinion as to the fairness or advisability of any proposed transaction. In addition, Client acknowledges that no reliance shall be placed on draft reports, conclusions or advice, whether oral or written, issued by BRG as the same may be subject to further work, revision and other factors which may mean that such drafts are substantially different from any final report issued by BRG. Client will not use the report or work product under this engagement for any use beyond the use set forth in this letter.

Unless otherwise explicitly stated, all provisions of this Agreement shall survive the expiration or termination of this engagement. Neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This engagement letter and its terms and conditions constitute the entire Agreement between BRG, Law Firm, and Client with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the subject matter



CONFIDENTIAL

June 24, 2020

Page 6 of 6

hereof. No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party to be bound thereby.

This Agreement may be executed in one or more counterparts, each of which may be signed and transmitted via facsimile or PDF electronic delivery with the same validity as if it were an ink-signed document.

Sincerely,

Mark Renzi

Mark Renzi
Managing Director

AGREED AND ACCEPTED:

Weil, Gotshal & Manges LLP

By *Ray C. Schrock, P.C.*
Ray C. Schrock, P.C.

Dated *6/24/2020*

CBL & Associates Properties, Inc.

By *Jeffery V. Curry*
Jeffery V. Curry
Chief Legal Officer

Dated *6/24/2020*

Exhibit B

Renzi Declaration

**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)
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**DECLARATION OF MARK A. RENZI IN SUPPORT OF APPLICATION OF
DEBTORS FOR (I) AUTHORITY TO RETAIN OF BERKELEY RESEARCH GROUP,
LLC, AS FINANCIAL ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

I, Mark A. Renzi, make this declaration (the “**Declaration**”) pursuant to 28 U.S.C. § 1746, and state:

1. I am a Managing Director of Berkeley Research Group, LLC (“**BRG**”), a financial advisory services firm with numerous offices throughout the country. I am duly authorized to execute this Declaration on behalf of BRG.

2. I submit this Declaration on behalf of BRG and in support of the *Application of Debtors for (I) Authority to Retain Berkeley Research Group, LLC, as Financial Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date and (II) Granting Related Relief* (the “**Application**”),² which seeks the entry of an order authorizing the employment and retention of BRG as financial advisors under the terms and conditions set forth in the engagement letter dated June 24, 2020 (the “**Engagement Letter**”) and the Application.

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

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

Except as otherwise noted, I have personal knowledge of the matters set forth herein and if called as a witness I could and would testify competently thereto.³

3. To the extent any information disclosed herein requires amendment or modification upon my completion of further review or as additional information becomes available to me, a supplemental Declaration will be submitted to the Court reflecting such amended or modified information.

BRG's Qualifications

4. BRG's Corporate Finance practice consists of senior financial, management consulting, accounting, and other professionals who specialize in providing financial, business, and strategic assistance typically in distressed business settings. BRG has a wealth of experience in providing financial consulting in distressed scenarios and enjoys an excellent reputation for services it has rendered in both in-court and out-of-court engagements similar to the Debtors and in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States, including *Lucky Brand Dungarees*; *Freds*; *American Apparel*; *Sports Authority Holdings*; *rue21*; *Aerogroup International (Aerosoles)*; *Wet Seal*; *Brookstone*; *Hospital Acquisition (LifeCare)*; *Specialty Retail Shops Holding Corp. (a.k.a. Shopko)*; *Videology*; *Sportsmans Warehouse*; *Ultimate Electronics*; *CIT*; *LodgeNet*; and *Inspiration Biopharmaceutical*.⁴ BRG's professionals have experience working on cases with similar fact scenarios in which they were presented with issues and performed analyses similar to the work at hand in this case.

5. The individuals who will work on this matter (the "**BRG Personnel**") have substantial expertise in the areas discussed above, and, if approved, will provide services to the

³ Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at BRG and are based on information provided by them.

⁴ The professionals were employed in certain of these engagements prior to joining BRG.

Debtors under an order approving the Application. The BRG Personnel will work closely with the Debtors' management and professionals throughout the reorganization process. By virtue of the expertise of its restructuring personnel, BRG is well qualified to provide services to and represent the Debtors' interests in these chapter 11 cases.

6. BRG performed significant prepetition advisory work for the Debtors, and as a result has acquired significant knowledge of the Debtors and their businesses, and familiarity with the Debtors' financial affairs, debt structure, operations, and related matters. Likewise, in providing prepetition services to the Debtors, BRG Personnel have worked closely with the Debtors' management and their other advisors. Accordingly, BRG has experience, expertise, and specifically relevant knowledge regarding the Debtors that will assist it in providing effective and efficient services in these chapter 11 cases.

Scope and No Duplication of Services

7. BRG has agreed to provide financial advisory services pursuant to the terms of the Engagement Letter and the Application.

8. BRG understands that the Debtors may retain additional professionals during the term of its engagement and will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. The services provided by BRG will complement, and not duplicate, the services to be rendered by any other professional retained in these chapter 11 cases.

Professional Compensation

9. BRG's decision to accept this engagement is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its

customary billing practices, as set forth in the Fee Structure. BRG believes that the Fee Structure is consistent with and typical of compensation arrangements entered into by BRG and other comparable firms that render similar services under similar circumstances, as well as being reasonable, market-based, and designed to compensate BRG fairly for its work and to cover fixed and routine overhead expenses.

10. The hourly rates charged by BRG for the services provided by its personnel differ based upon, among other things, each professional's level of experience, geographic differentials, and types of services being provided. In the ordinary course of business, BRG periodically revises its hourly rates to reflect promotions and other changes in personnel responsibilities, increases in experience, and increases in the cost of doing business. BRG's current standard hourly rates for 2020, for BRG Personnel that will work on this engagement are as follows:

Position	Hourly Rate
Managing Director	\$825 – \$1,095
Director	\$625 - \$835
Professional Staff	\$295 - \$740
Support Staff	\$135 - \$260

11. In the normal course of business, BRG may periodically adjust its billing rates. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates become effective.

12. BRG intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court,

including any order approving this Application and consistent with the proposed compensation set forth in the Engagement Letter.

13. To the extent BRG uses the services of independent contractors or subcontractors (the “**Contractors**”) in these chapter 11 cases, BRG shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that BRG pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflict checks as required for BRG; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

14. To the extent BRG requires services of its international divisions or personnel from specialized practices, the standard hourly rates for that international division or specialized practice will apply.

15. BRG received unapplied advance payments from the Debtors in the amount of 350,000.00 (the “**Cash on Account**”) According to BRG’s books and records, during the ninety (90) day period prior to the Debtors’ petition date, BRG received \$1,788,237.46 from the Debtors for professional services performed and expenses incurred.⁵ BRG is not owed any amounts for services rendered prior to the Petition Date.

16. The Debtors and BRG have agreed that any portion of the Cash on Account not used to compensate BRG for its prepetition services and reasonable and documented out-of-pocket expenses will be held and applied against its final post-petition billing and will not be placed in a separate account.

17. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior, and subsequent to the Petition Date, BRG may have incurred, but

⁵ The Initial Cash on Account, in the amount of \$100,000, as reflected in the Engagement Letter, was received prior to the 90 day period and is thus not included in this figure.

not invoiced, fees and reimbursable expenses that relate to the pre-petition period. BRG intends to apply such amounts against the Cash on Account. As agreed to with the Debtors, the remainder of the Cash on Account, will be held as a general retainer as security for postpetition services and expenses.

18. No promises have been received by BRG nor any employee thereof as to payment or compensation in connection with these Cases other than in accordance with the provisions of the Bankruptcy Code. Except for internal agreements among the employees of BRG regarding the sharing of revenue or compensation, neither BRG nor any of its employees has entered into an agreement or understanding to share compensation with any other entity as described in Bankruptcy Rule 2016 or section 504 of the Bankruptcy Code.

Disinterestedness

19. In connection with the proposed employment and retention of BRG by the Debtors, BRG undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, BRG obtained from the Debtors the names of individuals and entities that may be parties in interest in these chapter 11 cases (“**Potential Parties in Interest**”). A listing of the Potential Parties in Interest is reflected on **Schedule 1** of this Declaration. BRG’s review, completed under my supervision, consisted of a query of the **Schedule 1** parties within an internal computer database containing names of individuals and entities that are present or former clients of BRG and its affiliate, subsidiary, and parent entities. The database that BRG queries to determine its lack of conflicts and disinterestedness incorporates the names of individuals and entities that are present and former clients both of BRG and all of its affiliates, subsidiary, and parent entities. Additionally, new matters are circulated to all Directors and Managing Directors of BRG with a

request to review and advise of any potential conflict of interest concerns. All responses are reviewed and addressed by an attorney on BRG's Conflicts team. A summary of such relationships that BRG identified during this process is set forth on **Schedule 2** to this Declaration.

20. Based on the results of its review, BRG⁶ does not have a relationship with any of the parties on **Schedule 1** in matters related to these proceedings. As set forth in **Schedule 2**, which is attached hereto, BRG has certain relationships with certain parties-in-interest in these cases, but such relationships are unrelated to either the Debtors or the Cases. To the best of my knowledge, no services have been provided to these parties in interest which involves their rights in the Debtors' Cases, nor does BRG's involvement in these cases compromise its ability to continue such consulting services.

21. Moreover, to the best of my knowledge, information and belief formed after reasonable inquiry, BRG and its Managing Directors and Directors have no interests that are materially adverse to the Debtors, their estates, or any other parties in interest in these Cases.

22. BRG, and its affiliates are advisors and crisis managers providing services and advice in many areas, including restructuring and distressed debt. As part of its diverse practice, BRG appears in numerous cases, proceedings, and transactions involving many different professionals, including attorneys, accountants, investment bankers, and financial consultants, who may represent claimants and parties in interest in these Cases. Further BRG has in the past, currently, and may in the future, perform advisory consulting services for and/or be represented by various attorneys and law firms, some of whom may be involved in these Cases. In addition, BRG has been in the past, currently, and likely will be in the future, engaged in matters unrelated

⁶ All disclosures herein pertaining to relationships with the Potential Parties in Interest or other elements of BRG's disinterestedness encompass both Berkeley Research Group, LLC and its affiliate, subsidiary, and parent entities.

to the Debtors or these chapter 11 cases in which it works with or against other professionals involved in these cases. Moreover, BRG might have referred work to other professionals who are retained in these chapter 11 cases. Based on BRG's current knowledge of the professionals involved and to the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relationships create interests materially adverse to the Debtors in matters upon which BRG is to be employed, and none are in connection with these Cases.

23. From time to time, BRG has provided services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties adverse to the Debtors in matters wholly unrelated to these chapter 11 cases. As described herein, however, BRG has undertaken a detailed search to determine, and to disclose, whether either is providing or has provided services to any significant creditor, equity security holder, insider, or other party-in-interest in such unrelated matters.

24. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, and except as set forth herein, neither I nor any member of the BRG Personnel (a) have any connection with the U.S. Trustee, or any employee in the U.S. Trustee's office or (b) are related or connected to any United States Bankruptcy Judge for the Southern District of Texas or any of the District Judges for the Southern District of Texas who handle bankruptcy cases, except as otherwise set forth herein.

25. BRG does not believe it is a "Creditor" with respect to fees and expenses of any of the Debtors within the meaning of § 101(10) of the Bankruptcy Code. Further, to the best of my knowledge, neither I nor any of the BRG Personnel, are direct holders of any of the Debtors' outstanding debt instruments or shares of the Debtors' stock. It is possible that certain BRG

Personnel or BRG employees, managing directors, board members, equity holders, or affiliates of any of the foregoing, may own interests in mutual funds or other investment vehicles (including various types of private funds) that own the Debtors' or other parties in interest's debt or equity securities or other financial instruments including bank loans and other obligations. Typically, the holders of such interests have no control over investment decisions related to such investment funds or financial instruments. BRG's policy prohibits its employees from personally trading in the Debtors' securities.

26. From time to time, BRG's funds services group may be asked to value and manage the liquidation of assets of investment funds. Such investment funds could, from time to time, take positions in debt or equity of the Debtors, without BRG's knowledge or consent. BRG has no pecuniary interest in such investment funds, nor will BRG profit from the value realized from the sale of their interests in the Debtors. Under such circumstances, if BRG is providing valuation work on any debt or equity securities of the Debtors for any liquidating investment fund for the duration of this engagement, then the BRG employee undertaking such work will be restricted and have no access to the confidential information of the Debtors. Moreover, to the extent any employee of BRG is utilized on this engagement for valuation expertise (and, accordingly, given access to confidential information of the Debtors), for the duration of this engagement, that employee will not perform any valuation work on any debt or equity securities of the Debtors for any liquidating investment fund.

27. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, except as set forth herein, BRG has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, these chapter 11 cases. BRG will continue to provide professional services to entities that may be

creditors or equity security holders of the Debtors or other parties in interest in these chapter 11 cases; *provided* such services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

28. Accordingly, except as otherwise set forth herein, insofar as I have been able to determine, none of BRG, I, nor any employee of BRG who will work on the engagement holds or represents any interest materially adverse to the Debtors or their estates.

29. As such, to the best of my knowledge, BRG is a “disinterested person” as that term is described in § 101(14) of the Bankruptcy Code, as modified by § 1107(b) of the Bankruptcy Code, in that BRG:

- (a) Is not a creditor, equity security holder, or insider of the Debtors;
- (b) Is not and was not an investment banker for any outstanding security of the Debtors;
- (c) Has not, within three years before the date of the filing of the Debtors’ chapter 11 petitions, (i) an investment banker for a security of the Debtors or (ii) an attorney for such an investment banker in connection with the offer, sale, or issuance of a security of the Debtors; and
- (d) Was not, within two years before the date of filing of the Debtors’ chapter 11 petitions, a director, officer, or employee of the Debtors or of any investment banker as specified in subparagraph (b) or (c) of this paragraph.

30. To the extent that BRG discovers any additional facts or information bearing on matters described in this Declaration that require disclosure, during the period of the Debtors’ retention of BRG, I will file a supplemental disclosure with the Court as required by Bankruptcy Rule 2014.

[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 to the best of my information, knowledge, and belief.

Dated: November 30, 2020

Berkeley Research Group, LLC

By: /s/ Mark A. Renzi

Name: Mark A. Renzi

Title: Managing Director

Berkeley Research Group, LLC

Schedule 1**LIST OF POTENTIAL PARTIES IN INTEREST****Debtor**

Akron Mall Land, LLC	CBL/Imperial Valley GP, LLC
Alamance Crossing II, LLC	CBL/J I, LLC
Alamance Crossing, LLC	CBL/J II, LLC
APWM, LLC	CBL/Kentucky Oaks, LLC
Arbor Place Limited Partnership	CBL/Kirkwood Mall LLC
Asheville, LLC	CBL/Madison I, LLC
Brookfield Square Joint Venture	CBL/Monroeville Expansion I, LLC
Brookfield Square Parcel, LLC	CBL/Monroeville Expansion II, LLC
CBL & Associates Limited Partnership	CBL/Monroeville Expansion III, LLC
CBL & Associates Management, Inc.	CBL/Monroeville Expansion Partner, L.P.
CBL & Associates Properties, Inc.	CBL/Monroeville Expansion, L.P.
CBL Ambassador Member, LLC	CBL/Monroeville I, LLC
CBL BI Developments Member, LLC	CBL/Monroeville II, LLC
CBL Eagle Point Member, LLC	CBL/Monroeville III, LLC
CBL El Paso Member, LLC	CBL/Monroeville Partner, L.P.
CBL El Paso Outparcel Member, LLC	CBL/Monroeville, L.P.
CBL Fremaux Member, LLC	CBL/MSI, LLC
CBL Gettysburg Member, LLC	CBL/MSI, LLC
CBL Holdings I, Inc.	CBL/Nashua Limited Partnership
CBL Holdings II, Inc.	CBL/Old Hickory I, LLC
CBL HP Hotel Member, LLC	CBL/Old Hickory II, LLC
CBL Laredo Member, LLC	CBL/Parkdale Crossing GP, LLC
CBL Louisville Member, LLC	CBL/Parkdale Crossing, L.P.
CBL Louisville Outparcel Member, LLC	CBL/Parkdale Mall GP, LLC
CBL RM-Waco, LLC	CBL/Parkdale, LLC
CBL SM-Brownsville, LLC	CBL/Penn Investments, LLC
CBL Statesboro Member, LLC	CBL/Richland G.P., LLC
CBL Walden Park, LLC	CBL/Stroud, Inc.
CBL Woodstock Member, LLC	CBL/Sunrise Commons GP, LLC
CBL Woodstock Outparcel Member, LLC	CBL/Sunrise Commons, L.P.
CBL/Brookfield I, LLC	CBL/Sunrise GP, LLC
CBL/Brookfield II, LLC	CBL/Sunrise Land, LLC
CBL/Citadel I, LLC	CBL/Sunrise XS Land, L.P.
CBL/Citadel II, LLC	CBL/Westmoreland I, LLC
CBL/EastGate I, LLC	CBL/Westmoreland II, LLC
CBL/EastGate II, LLC	CBL/Westmoreland, L.P.
CBL/EastGate Mall, LLC	CBL/York Town Center GP, LLC
CBL/Fayette I, LLC	CBL/York Town Center, LLC
CBL/Fayette II, LLC	CBL/York, Inc.
CBL/GP Cary, Inc.	CBL-840 GC, LLC
CBL/GP II, Inc.	CBL-D'Iberville Member, LLC
CBL/GP V, Inc.	CBL-TRS Member I, LLC
CBL/GP VI, Inc.	Charleston Joint Venture
CBL/GP, Inc.	CherryVale Mall, LLC
CBL/Gulf Coast, LLC	Coolsprings Crossing Limited Partnership
	Cross Creek Anchor S GP, LLC

Cross Creek Anchor S, LP
 Cross Creek Mall, LLC
 CW Joint Venture, LLC
 Dakota Square Mall CMBS, LLC
 Development Options, Inc.
 D'Iberville CBL Land, LLC
 Dunite Acquisitions, LLC
 East Towne Parcel I, LLC
 EastGate Anchor S, LLC
 EastGate Company
 Eastland Anchor M, LLC
 Eastland Holding I, LLC
 Eastland Holding II, LLC
 Eastland Mall, LLC
 Eastland Member, LLC
 Fayette Middle Anchor, LLC
 Fayette Plaza CMBS, LLC
 Frontier Mall Associates Limited Partnership
 GCTC Peripheral IV, LLC
 Gunbarrel Commons, LLC
 Hamilton Place Anchor S, LLC
 Hammock Landing/West Melbourne, LLC
 Hanes Mall Parcels, LLC
 Harford Mall Business Trust
 Henderson Square Limited Partnership
 Hickory Point Outparcels, LLC
 Hixson Mall, LLC
 Imperial Valley Commons, L.P.
 Imperial Valley Mall GP, LLC
 Imperial Valley Mall II, L.P.
 Imperial Valley Mall, L.P.
 Imperial Valley Peripheral L.P.
 IV Commons, LLC
 IV Outparcels, LLC
 Jefferson Anchor M, LLC
 Jefferson Anchor S, LLC
 Jefferson Mall Company II, LLC
 JG Gulf Coast Town Center LLC
 JG Winston-Salem, LLC
 Kirkwood Mall Acquisition LLC
 Kirkwood Mall Mezz LLC
 Laurel Park Retail Holding LLC
 Laurel Park Retail Properties LLC
 Layton Hills Mall CMBS, LLC
 Lexington Joint Venture
 LHM-Utah, LLC
 Madison Joint Venture, LLC
 Madison/East Towne, LLC
 Madison/West Towne, LLC
 Mall del Norte, LLC
 Mayfaire GP, LLC

Mayfaire Town Center, LP
 MDN/Laredo GP, LLC
 Meridian Mall Limited Partnership
 Mid Rivers Land LLC
 Mid Rivers Mall CMBS, LLC
 Monroeville Anchor Limited Partnership
 Montgomery Partners, L.P.
 Mortgage Holdings, LLC
 Multi-GP Holdings, LLC
 North Charleston Joint Venture II, LLC
 Northgate SAC, LLC
 Northpark Mall/Joplin, LLC
 Oak Park Holding I, LLC
 Old Hickory Mall Venture
 Old Hickory Mall Venture II, LLC
 Parkdale Anchor M, LLC
 Parkdale Crossing Limited Partnership
 Parkdale Mall Associates, L.P.
 Parkdale Mall, LLC
 Parkway Place Limited Partnership
 Parkway Place SPE, LLC
 Pearland Ground, LLC
 Pearland Town Center GP, LLC
 Pearland Town Center Limited Partnership
 Pearland-OP Parcel 8, LLC
 POM-College Station, LLC
 Port Orange Holdings II, LLC
 Seacoast Shopping Center Limited Partnership
 Shoppes at St. Clair CMBS, LLC
 South County Shoppingtown LLC
 Southaven Towne Center II, LLC
 SouthPark Mall, LLC
 SouthPark Mall-DSG, LLC
 St. Clair Square GP I, LLC
 St. Clair Square Limited Partnership
 St. Clair Square SPE, LLC
 Stroud Mall, LLC
 Tenn-GP Holdings, LLC
 The Courtyard at Hickory Hollow Limited Partnership
 The Galleria Associates, L.P.
 The Landing at Arbor Place II, LLC
 The Pavilion at Port Orange, LLC
 TN-Land Parcels, LLC
 Turtle Creek Limited Partnership
 TX-Land Parcels, LLC
 Valley View Mall SPE, LLC
 Volusia Mall GP, Inc.
 Volusia Mall Limited Partnership
 Volusia Mall Member SPE, LLC
 Volusia SAC, LLC

Volusia-OP Peripheral, LLC
 West Towne District, LLC
 Westgate Crossing Limited Partnership
 WestGate Mall II, LLC
 WestGate Mall Limited Partnership
 WI-Land Parcels, LLC
 York Galleria Limited Partnership

Debtors' Trade Names and Aliases

CBL/San Antonio, LLC
 FHM Anchor, LLC
 Hanes Mall DSG, LLC
 Madison Joint Venture (an OH partnership)

Non-Debtor Entity

Alamance Crossing CMBS, LLC
 Ambassador Infrastructure, L.L.C.
 Ambassador Town Center JV, L.L.C.
 Arbor Place II, LLC
 Asheville Mall CMBS, LLC
 Atlanta Outlet JV, LLC
 Atlanta Outlet Outparcels, LLC
 Atlanta Outlet Shoppes II, LLC
 Atlanta Outlet Shoppes, LLC
 BI Developments II, LLC
 BI Developments, LLC
 Bluegrass Outlet Shoppes CMBS, LLC
 Bluegrass Outlet Shoppes II, LLC
 Brookfield Square Anchor S, LLC
 Bullseye, LLC
 Burnsville Center SPE, LLC
 CBL & Associates, Inc.
 CBL BI Developments II Member, LLC
 CBL Bullseye Member, LLC
 CBL Entertainment Parcel, LLC
 CBL HP Self Storage Member, LLC
 CBL Terrace Limited Partnership
 CBL/Park Plaza GP, LLC
 CBL/Park Plaza Mall, LLC
 CBL/Park Plaza, Limited Partnership
 CBL/T-C, LLC
 CBL-Friendly Center CMBS, LLC
 CBL-Friendly Center, LLC
 CBL-Offices at Friendly, LLC
 CBL-Shops at Friendly II, LLC
 CBL-Shops at Friendly, LLC
 CBL-TRS Joint Venture, LLC
 Coastal Grand CMBS, LLC
 Coastal Grand Outparcel CMBS, LLC
 Coastal Grand-DSG, LLC
 Continental 425 Fund LLC

Coolsprings GL Parcel, LLC
 CoolSprings Mall, LLC
 Cross Creek Mall SPE, L.P.
 EastGate Mall CMBS, LLC
 EastGate Storage, LLC
 El Paso Outlet Center CMBS, LLC
 El Paso Outlet Center Holding, LLC
 El Paso Outlet Center Manager, Inc.
 El Paso Outlet Center, LLC
 El Paso Outlet Outparcels II, LLC
 EL Paso Outlet Outparcels, LLC
 Fayette Mall SPE, LLC
 Fremaux Town Center JV, LLC
 Fremaux Town Center SPE, LLC
 Gettysburg Outlet Center CMBS, LLC
 Gettysburg Outlet Center GP, Inc.
 Gettysburg Outlet Center Holding, LLC
 Gettysburg Outlet Center, LLC
 Gettysburg Outlet Center, LP
 Governor's Square Company
 Governor's Square Company IB
 Greenbrier Mall II, LLC
 Hamilton Corner CMBS General Partnership
 Hamilton Corner GP I LLC
 Hamilton Corner GP II LLC
 Hamilton Crossing CMBS, LLC
 Hamilton Place CMBS, LLC
 Hamilton Place Self Storage, LLC
 Hickory Point, LLC
 Jarnigan Road II, LLC
 Jarnigan Road Limited Partnership
 Jefferson Mall CMBS, LLC
 Kentucky Oaks Mall Company
 Laredo Outlet JV, LLC
 Laredo Outlet Shoppes, LLC
 Lebcon Associates
 Lebcon I, Ltd.
 Louisville Outlet Outparcels, LLC
 Louisville Outlet Shoppes, LLC
 Mall of South Carolina Limited Partnership
 Mall of South Carolina Outparcel Limited Partnership
 Mid Rivers Land LLC
 Multi-GP Holdings, LLC
 Northwoods Mall CMBS, LLC
 Oak Park Mall, LLC
 Park Plaza Mall CMBS, LLC
 Parkdale Crossing CMBS, LLC
 Parkdale Mall CMBS, LLC
 Parkdale Self Storage, LLC
 Pearland Ground, LLC

Port Orange I, LLC
 Port Orange Town Center LLC
 Self Storage at Mid Rivers, LLC
 Shoppes at Eagle Point, LLC
 SouthPark Mall CMBS, LLC
 St. Clair Square GP I, LLC
 Statesboro Crossing, LLC
 The Courtyard at Hickory Hollow Limited Partnership
 The Promenade D'Iberville, LLC
 The Shoppes at Hamilton Place, LLC
 Vision-CBL Hamilton Place, LLC
 Volusia Mall, LLC
 West County Mall CMBS, LLC
 West County Shoppingtown LLC
 West Melbourne Holdings II, LLC
 West Melbourne I, LLC f/k/a Benchmark Melbourne 75 Associates LLC
 West Melbourne Town Center LLC
 WestGate Mall CMBS, LLC
 York Town Center Holding GP, LLC
 York Town Center Holding, LP
 York Town Center, LP

Current Officers & Directors

Carlton, Russell W.
 Carrington, Margret M.
 Chapman, A. Larry
 Cobb, Andrew F.
 Cope, Jennifer H.
 Craighead, Judith M.
 Curry, Jeffery V.
 Dominski, Matthew S.
 Gregerson, Jeffrey L.
 Griffith, Eric R.
 Griffith, John D.
 Grody, Howard B.
 Hammontree II, Curtis C.
 Harrison Jr., Michael C.
 Herman, Michael B.
 Hildebrand, Stanley W.
 Khaleel, Farzana
 Khalili, Joseph H.
 Landress, Ben S.
 Lebovitz, Alan L.
 Lebovitz, Charles B.
 Lebovitz, Michael I.
 Lebovitz, Stephen D.
 Lieb, Richard J.
 Nelson, Kathleen M.
 Neuhooff, David T.

Overley, Jordan T.
 Owens, Randy M.
 Reinsmidt, Kathryn A.
 Roddy, Gary L.
 Scott Vogel
 Smith, Stuart
 Snetman, Robert J.
 Tiffany, Carolyn B.
 Wade II, Carroll J.
 Waller, John P.
 Wittler, Kenneth W.
 Wolfe, Daniel P.

Former Officers & Directors

Ashner, Michael L.
 Berke, Monique P.
 Bryenton, Gary L.
 Bursch, Christopher M.
 Cunningham, Patricia J.
 Honnold, Keith L.
 Meshel, Jon M.
 Nay, Gary J.
 Sewell, Don E.
 Sink, Jerry L.
 Stephas, Augustus N.
 Ward, James E.

Equity Holders

Abroms Family Partnership, Ltd.
 Anthony W. Weigand Revocable Living Trust U/A dtd 10-6-1987
 B.C.O.P. Associates, LP c/o High Street Equity Advisors LLC
 Backer, Beth Lebovitz
 BF-CBL, LLC
 BFIP Investments, LP
 Blanche Severson Trust BS89-2
 CBL & Associates Limited Partnership
 CBL Holdings I, Inc.
 CBL Holdings II, Inc.
 Charles Schwab Investment Management, Inc.
 Christina Cappel Hoerner
 Coffin Limited Partnership c/o R. F. Coffin Enterprises
 Cyril Urbancic Revocable Living Trust U/A dtd 12-23-1992
 DeBartolo Funding, LLC
 East Fing, LLC
 Edgerton Properties
 Exeter Capital Investors, L.P.
 Glenn J. Rufrano

Greenbriar Properties
Hess Properties of Huntsville, Ltd. c/o Crown
Partners, Inc.
Hicks Brothers Real Estate, LLP
Hicks, Brian L.
Irene Dreiseszun Trust
J.W. O'Connor and Co., Inc.
James H. Sands, Jr. and Janet A. Sands Revoc.
Trust U/D/T dtd 7-27-2010
Joseph J. Urbancic Revocable Living Trust U/A
dtd 1-21-1993
LCBL No. 1 LLC
LCBL No. 2 LLC
Mancuso, Mark D.
Mary Lou Jones Revocable Living Trust U/A
dtd 2-4-1992
Metropolitan Life Insurance Company
Michael L. Ashner
Michael Montlack 2016 Amended and Restated
Revocable Trust c/o George Zamecnik,
Trustee
Monroeville Mall Partners, L.P. c/o Turnberry
Assoc.
Monroeville Mall TIC's II
Norwood Properties
O'Connor and Associates, LP
Oak Fing, LLC
Prairie Investment Company, LLC
RFC Trust #1 dated April 27, 2004 c/o R. F.
Coffin Enterprises
Richard E. Montag Revocable Living Trust U/A
dtd 10-31-1995
Saleto, LLC
Schostak Laurel Park Retail Holding LLC
Schostak Laurel Park Retail Holding LLC
Stephas, Augustus N.
Thomas W. Henneberry Revocable Living Trust
U/A dtd 1-21-1993
Tolesa, LLC
Trust U/W Moses Lebovitz fbo Faye L. Peterken
Victoria Hunt Revocable Living Trust c/o Gary
Hunt
Visconsi Enterprises LLC
Warren Wood Babcock Trust
William Hicks Declaration of Trust
William R. Hansen Revocable Living Trust U/A
dtd 12-22-1992
Wiston, Jay and Wiston, Barbara Linda
Rufano, Glenn

Significant Shareholders

Ashner, Michael L.
Charles Schwab Investment Management, Inc.
Exeter Capital Investors

Bonds / LOCs

Berkley Surety
Zurich American Insurance Company

Lenders

Associated Bank, NA
Bank of America, NA
Cadence Bank
Capital One, National Association
CF Bank, National Association
Citigroup Commercial Mortgage Securities Inc.
Citizens Bank, N.A.
CW Capital Asset Management
Deutsche Bank AG New York Branch
Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas
Deutsche Mortgage & Asset Receiving
Corporation
First Carolina Bank
First Horizon Bank National Association
First Tennessee Bank, N.A.
Goldman Sachs
Goldman Sachs Commercial Mortgage Capital,
LP
Goldman Sachs Mortgage Company
GS Mortgage Securities Corporation II
Hancock Whitney Bank
Hanover Street Capital
Iberia Bank
J.P. Morgan Chase Commercial Mortgage
Securities Corp.
JP Morgan Chase Bank (CMBS)
JP Morgan Chase Bank, National Association
Key Bank National Association (CMBS)
Lehman Brothers Bank, FSB
LNR Partners
Metropolitan Life Insurance Company
MidFirst Bank
Midland Loan Services
New York Life Insurance Company
PNC Bank, National Association
Regions Bank (CMBS)
Rialto Capital Advisors
Simmons Bank
Starwood Mortgage Capital, LLC
Synovus Bank
TD Bank, N.A.

Teachers Insurance & Annuity Association Of America
 Torchlight Investors
 Truist Bank
 Truist Central Pennsylvania
 Trustmark National Bank
 U.S. Bank, National Association
 UNUM Life Insurance Company of America
 Wells Commercial Mortgage Trust 2016-C37
 Wells Fargo Bank, National Association
 Wells Fargo Commercial Mortgage Securities, Inc.
 Wells Fargo Commercial Mortgage Servicing
 West Suburban Bank
 Wilmington Trust, National Association

Banks

Associated Bank
 BB&T
 Citizens
 First Tennessee Bank (First Horizon)
 Goldman Sachs
 Jefferies
 MidFirst Bank
 PNC
 PNC Bank, National Association
 Regions Financial Corporation
 U.S. Bank, National Association
 US Bank
 Wells Fargo
 Wells Fargo & Company (NYSE:WFC)

Parties to RSA

Aegon USA Investment Management, LLC
 BP Holdings J LP
 Canyon Capital Advisors LLC
 Canyon Partners Real Estate LLC
 CBL & Associates Limited Partnership
 CBL & Associates Properties, Inc.
 Cetus Capital
 Farm Bureau Life Insurance Company
 Fidelity Salem Street Trust: Fidelity Strategic Real Return Fund
 Fidelity Securities Fund: Fidelity Real Estate
 Fidelity Securities Fund: Fidelity Series
 Namdar Realty Group
 Oaktree Capital Management, LP
 Pacific Investment Management Company LLC

Insurers

2030 Insurance Protected Cell Series 2013-45

AIG Specialty Insurance Company
 Allied World Assurance Company
 Allied World National Assurance Company
 Allied World Specialty Insurance Co.
 American Guarantee & Liability Insurance Company
 Argonaut Insurance Co.
 Beazley Insurance Co.
 Commerce and Industry
 Endurance American
 Endurance Assurance Corporation (Sompo)
 Everest National Insurance Company
 Federal Insurance Company (Chubb)
 Fidelity and Deposit Company of Maryland, a subsidiary of Zurich Insurance Group AG
 Fireman's Fund Insurance Company
 Global Aerospace, Inc.
 Great American E & S Insurance Company
 Great American E&S Ins. Co.
 Hudson Excess Insurance Company
 Independent Specialty Insurance Company
 Interstate Fire and Casualty
 Landmark American
 Liberty Insurance Underwriters, Inc.
 Lloyd's
 Lloyds Canopus
 Massachusetts Bay Insurance Company (Hanover)
 Navigators Insurance Company
 North Dakota Workforce Safety & Insurance
 Ohio Casualty Insurance Company
 Praetorian Insurance Company
 Safehold Special Risk
 Sompo America Fire and Marine
 Sompo America Insurance Company
 State of Wyoming Department of Workforce Services
 The Insurance Co. of the State of PA
 Travelers Casualty & Surety Company of America
 Travelers Property Casualty Company
 U.S. Specialty Insurance Company (HCC)
 Zurich American Insurance Company

Significant Litigation Counterparty

ADAMS, CAROL
 ALLEN, MARY
 ALLEN, MINOR CHILD
 Amanda Keffer
 Amel Rosi
 Amy Glover

Amy Seifert
 Anderson, Amie
 Ann Grace Barker
 Antonia Mosby
 Arnold, Brenda
 Arnold, Kristen
 Arveda Brown
 Atkins, Betty
 Avery Ortgiesen (minor)
 BAEZ, COLLEEN
 BALDERAS, MARIA
 Barbara Smotkin
 Barber, Angela
 Barnett, Rodney
 Barragan, Jessica
 BARRY, ANNIE
 Betty Castaneda
 Betty White
 Beverly Maurer
 Beverly Rombach
 Birmingham, Tanya
 BISCHOFF, HOLLY
 BLACKSTEN, LAURA
 BLAKENSHIP, BRIAN
 Bonnie Hammons
 Bossany, Edyn
 Brice Arnel
 Brisco, Nancy
 Brooke Cooper
 Brown, BJ
 BROWN, ERIKA
 Brown, Lamont
 Brown, Shawn
 Bruce Benn
 Bryan, Pete
 Bueno, Maria
 Buskirk, Deborah
 Cales, Magee
 CANESSA, SANDRA
 Cano, Viola
 CARDWELL, KAREN
 Carla McHaynes-Johnson
 Carlier, Whitney
 Carmen Sabatasso
 Carolyn Burch
 Casey King
 Castro Guzman, Maria
 Catherine Bender
 CAVAZOS, MARYLAND
 CBL & Associates Properties, Inc. Derivative
 Litigation, 1:19-cv-01038-LPS

CBL & Associates Properties, Inc. Securities
 Litigation , 1:19-cv-00149-JRG-CHS
 Chapman, Donna
 Charleen LaVentcher
 Charolette Blair
 Chatman v. Lebovitz, et al., 2020-0011-JTL
 Cheryl Daniel
 Christina Kile
 Christina Rivenbark
 Christopher Murillo
 City of Gainesville Cons. Police Officers' and
 Firefighters Retirement Plan v. Stephen D.
 Lebovitz et al. , 1:19-cv-01800
 Clark, Beverly Ann
 CLINE, TERRE
 COLE, GEORGETTE
 Colton Lamb
 CONDENTO, LINDA
 Conerly, Venisa
 COOK, RICHARD
 Cooper, Diane
 CORREA, ANDREA
 Cronin, Gloria
 Cruz, Liliana
 CUEVAS, MARY
 Cynthia Thrift
 Damby, Shelly
 Daryl Ivey
 Debby Schaffer (Brice's mother)
 Deborah Clark
 Deborah Robinson
 Deisja Hudson
 Denise Carroll
 Denise Smith (Claimant's Counselor)
 Dennis Downes
 Department of Justice
 Despina Nikitaras
 Diana Pennella
 Diane Berry
 Diane Gorney
 DOMINGUE, ANITA
 Donna Cervi
 Donna Dinkens
 Dorothy Gaus
 Duarte, Antonia
 Dunaway, Joshua
 DuWayne Guess
 Dykes, Shannon
 Edward Walker
 Efterpi Kosmopoulou
 EHLERT, MICHELLE

ELLISON, PATRICIA
 Elmin Selimovic
 Elston, Amber
 Enlow, Shannon
 EPPES, LISA
 ESKEW, FELISHA
 Eugend Skoglund
 Falls, Teresa Young
 Felicia Seider
 Fetter, Mary
 Finch, Brittany
 Fortner, Linda
 FOWLKES, DRE'QUANNA
 Frances Wessel
 Frederick Burns
 Friedman, Ilene
 Fuller, Latoyna
 Garcia de Rojas, Maria Cristina
 GARDNER, WAYNE
 Gary Turner
 Gaylan Williams
 Geraldine Blotzer
 Geschlecht, Barbara
 Gevate Tripltt
 Gladis Wilson
 GOEHLE, PATRICIA
 Goldie Gast
 Gonzalez, Salvador
 Gonzalez, Samantha
 Grace Gouker
 Gracie Hendrix
 Gray, Brian
 Gregory Dubis
 Grooms, James
 GROSS, DONNA
 Harrington, Tierra
 HARRIS, MARILYN
 HARRISON, GARY
 HARTMAN, CHISTOPHER
 HEALY, COLLETTE
 Hebig v. Lebovitz, et al., 1:19-cv-00149-JRG-
 CHS
 Herbert, Olga
 Heyward Green
 HOGG, PATRICIA
 Holly Bischoff
 HOLMES-WILLIAMS REESE, CARMEN
 Hope Harrelson
 Howard Hawkins
 Huff, Emily
 Hughes, Evette

Hunt, Virginia
 India McNeal
 Irma Puente
 Irma Ramirez
 Isaac Mason
 J.C. Bost
 Jamie Metcalf
 Jamie Rosser
 Jane Budde
 Jane Doe
 Janet Plappert
 Jennings, Nicole
 Jessica Floyd
 Jessie Bledsoe
 Joanne Cole
 Joel Williams
 John Hackworth
 Johnson, Kayla
 Jones, Brenda
 JONES, CHERYL
 Josepha Wegner
 Josh Beene
 Joy Braunstein
 Julia Wunning-Zimmer
 Julin Badra (minor)
 Kacie Freudenburger
 Karmen Curiel
 Kathleen Byers
 Kathleen Siple
 Kathy Shoup (Dillards EE)
 KEFAUVER, ZACHARY
 Keilah Douglas
 Keith Thomas
 Kelley Sparks
 Kemmer v. Lebovitz, et al., 1:20-cv-00052
 Kenneth Bowers
 Kenneth Johnson
 Kenneth Jones
 Kimberly Fluker
 Kimberly Kasate
 Kitchen, Diane
 KNIES, MARY C
 Kristian Trunzo
 Kristie Pruellage
 Kruzshak, Shalimar
 Kurup v. Lebovitz, et al., 2020-0070-JTL
 Kya Carter
 LANDER, KATHLEEN
 Laquandra Sanders
 Larry Cox
 Lemke, Carol

Leola Fowles
 Leticia Picon
 Levias, George
 LEVINE, LISA
 LEWIS, BRINIA
 Lewis, Chloris
 Linda Couter
 Linda Isley
 Linda Lee
 Littleton, Marcus
 LoBosco, Suzanne
 Long, Kathy
 Lopez, Melissa
 Lucille Johnson
 Lydia Ramirez
 Maggard, Shannon
 MALONE, MELODY
 MANCINI, SHEENA
 Marcella Birkla
 Marcia Crinnion
 Margaret Little
 Maria Vasquez
 MARTENS, MARGARET
 Martha Casares Reyes
 Martha Schultz
 Martinez, Guadalupa
 MARTINEZ, RODNEY
 Mary Corbin
 Mary McEvoy
 Mary Smith
 Mayfield, Aleah
 McCoy, Camilio
 Mclemore, Qua'vonne
 McNeal, Racquel
 Mearns, Debra
 Michael Ebron
 Michael Womack
 Michael Yowman
 Mila Geen
 Mildred Sallee
 MILLER, NAME: JO
 Minor of Jacob Smith
 Molly Walker
 MONTGOMERY, SHERILL
 Mora, Paula
 MOSBY, TERRY
 Moss, Taylor
 Murray, Nancy
 Myron McMorries
 Nadine Sila
 Nancy Leseman

Nartisse, Kalicia
 Natandel Cortez (Minor)
 Nate Tanamachi
 Nathan Wood
 Nation, Susan
 Neugart, Shirley
 Newcomer, Samantha
 Norma Reed
 OLDHAM,DANIELLE
 Olga Deleon
 Ottinger, Sue Lynne
 Parker, Sylvia
 Parker, Tony
 PARKS, WILL
 Parris, Kristie
 Patricia Bailey
 Patricia Dempsey
 Patricia Steele
 Paula Davis
 PEREZ, LUCITA
 PETER'S, CHRISTINE
 POTOCEK,SHAWN
 Powell, Shanika
 Princeton Edwards
 Pyarali, Zubeda
 Quin Rizer
 Raaen, Ruth
 Rachelle Glanz
 RAMOS, ANTONIO
 RAY, MICHAEL
 Rebecca Battaglia
 Reed, Christina
 REED, PAMELA
 Reviere, J'yniah
 Reynolds, Melvin
 Ricciardi, Anthony
 Richard Imbrogno
 Richard Webster
 RILEY, GLENN
 RING, NANCY
 RISINGER, BRENDA
 Rita Bolden
 Robert Cohen v. Stephen D. Lebovitz et al. ,
 1:19-cv-01185-LPS
 Robert Garfield v. Stephen D. Lebovitz et al. ,
 1:19-cv-01038-LPS
 Roberta Ursprung
 RODRIGUEZ, MIGDALIA
 ROMANELLI, MELISSA
 Ronald Weimer
 Rosemarie Schrage

Roxanne Golden
 Rubio, Maria
 Russell McDowell
 Russell, Rosemary
 Ruth Benson
 Ryan, Voleania
 Sabrina Frye
 SALINAS, SHEILA
 Sally Matthews
 Samuel Kauffman
 San Miguel, Victor
 Santiago, Olivia Juaz
 Schupp, Michela
 Securities and Exchange Commission (“SEC”)
 Shebitz v. Lebovitz et al. , 1:19-cv-00213
 Sheila Bornstein
 Sherry Plaster
 Shirley Foster
 Shirley Moyer
 SHOEMAKER, KATHLEEN
 Shorter, Valerie
 SIMMONS, DAISY
 SMALLEY, JACOB
 Smith, Andrea
 Smith, Cyndi
 SMITH, DAVID
 Smith, Jonathan
 SMITH, KATHY
 Solieau, Sharon
 Speed, Crystal
 Stella Little
 Stephen Holup
 Stringer, Latrice
 Susan Matanin
 Tammy Darling
 Tammy Sciulli
 Taylor Moss
 Teresa Lane
 THOMAS, DEBRA
 Thomas, Keith
 Thomas, Melinda
 THOMPSON, DEBORAH
 Tonyal Hudson
 Travis Cunningham
 Travis Lore v. Stephen D. Lebovitz et al. , 1:19-
 cv-01665-LPS
 Travis, Megan
 Traylin Barnes
 Trimble, Vanessa
 Turgeon, William
 Turner, Amber

UNGER, PATRICIA
 URBAN-TUCKER, KIM
 Valarie Timm
 Vanderwall, Wanda
 Veronica Duncan
 Veronica Keelin
 VIALPANDO, JEANETTE
 Victor Hatcher (Grandfather of minor)
 VIGIL, ELIZABETH
 VIGIL, RACHEL
 Virginia Darst
 VOGELS, ELLEN
 VOLPE, ARTHUR
 Wade, Kim
 WALKER, CARLA
 Walker, Paula Jean
 Warren, Kimberly
 WATTS, DARLENE
 Wave Lengths Hair Salons of Florida, Inc. v.
 CBL & Associates, Inc
 WHITE, JARON
 White, Jaron
 WIENSTRER, SHARON
 Wiley, Sharon
 Wilkins, Samantha
 William Bradley
 William Middleton
 Williamson, Deena
 Wingfield, Mariaelaina
 Wolf, Patricia
 Worker's Comp (3rd Party)
 Young, Tonia
 YOW, PAUL JACKSON
 Yowman, Michael

Restructuring Professionals

Moelis & Company
 Weil, Gotshal, & Manges

Ordinary Course Professionals

ABC Imaging of Washington, Inc.
 Ables, Baxter and Parker (Huntsville, Al)
 Accountemps
 Altus Group
 American Campbell Blueprint Co.
 Anderson Engineering, Inc.
 Avertium Tennessee, Inc.
 Baker Manock & Jenson (Fresno, Ca)
 Balch & Bingham (Birmingham, Al/Atlanta,
 Ga/Gulfport, Ms/Jacksonville, Fl)

Barnes Alford Stork & Johnson, LLC
(Columbia, SC)
Bartell Powell, LLP (Bloomington, Il)
Bellamy Law Firm (Myrtle Beach, SC)
Benesch, Friedlander, Coplan & Aronoff
(national)
Biddle & Trew, LLP (Athens, Tn)
Blanco Tackabery (Winston-Salem, NC)
Blank Rome LLP (Pittsburgh, Pa)
Blaze Performance Solutions
Blitz, Bardgett & Deutsch, L.C. (St. Louis, Mo)
Bomar Construction, Inc.
Boppre Law Firm, PLLC (Minot, ND)
Bradley Arant Boult Cummings LLP
Brasfield & Gorrie, LLC
Broadridge Financial Solutions (v0002394)
Buckingham Doolittle Burroughs, LLC
(Cleveland, Oh)
Campbell Trial Lawyers (Florida)
Capital City Construction, Inc.
Capital City Construction, Inc.
Casco Diversified Corporatoin
CB Richard Ellis - Raleigh LLC
CBRE Inc.
CCI Construction of SC, Inc.
CDI Contractors, LLC
Civil & Engineering Consultants, Inc. (CEC)
Clark Hill, PLC (Midwest)
Cobb Cole (Daytona Beach, Fl)
Computershare (v0004127)
Corporate Communications Inc. (v0004287)
Cotton Commerial USA, Inc.
Creditntell
CSC
CW Structural Engineers, Inc.
D H Griffin Construction Company
Data Facts
Deloitte & Touche LLP
Deloitte Tax LLP
Derse Inc. (v0004975)
Dickinson Wright, PLLC (Lexington, Ky)
Dinsmore & Stohl, LLP (Cincinnati, Oh)
ECS Southeast LLP
EMJ Corporation
Evans Harrison Hackett (Chattanooga, Tn)
F&D Reports & Creditntell (v0006095)
Fairview Construction
FAS Solutions LLC
Fidelity National Title Insurance Company
First American Title Insurance Company

Foster, Swift, Collins & Smith, PC (Lansing,
Mi)
Foxhill Construction
FPL Associates, L.P. (v0021803)
Frost Brown Todd, LLC (nationwide/southeast)
Fulcrum Construction, LLC
Germer, LLP (Beaumont, Tx)
Glenn Feldmann Darby & Goodlatte (Roanoke,
Va)
Global Access Control Systems
Global Rhymes LLC
Goods & Services, Inc.
Goulston Storrs (national)
Graydon Head & Ritchey LLP
Gullett, Sanford, Robinson & Martin, PLLC
(Nashville, Tn)
Hal Roach, Jr., PC (Statesboro, Ga)
Hardy Corporation
Hathaway & Kunz, PC (Cheyenne, Wy)
HireMojo, Inc
Hogan McDaniel (Wilmington, De)
Holland & Hart (Colorado Springs, Co)
Hood Law Firm, LLC (Charleston, SC)
Houlihan Lokey
Howard, Stallings, From & Hutson, Atkins,
Angell & Davis (Raleigh, NC)
Huey Stockstill, Inc.
Hunter, Smith & Davis (Johnson City, Tn)
Husch Blackwell LLP
ICSC
Ingenium Design
ISS Corporate Solutions, Inc. (v0008625)
Jackson Lewis PC
James H. Wright Construction
Jones & Walden (Atlanta, Ga)
KAM Escavating LLC
KEBS, Inc.
Kennerly, Montgomery & Finley (Knoxville,
Tn)
Kesler & Rust (Salt Lake City, Ut)
Kimley Horn and Associates, Inc.
King & Spalding (Atlanta, Ga)
Klover Architects, Inc.
Lauer Construction
Law Offices of Phillip W. Richardson, PC
(Webb City, Mo)
Lightfoot Franklin & White LLC
Lind Law Firm (Terre Haute, In)
Lopez Peterson, PLLC (Laredo, Tx)
McGriff Flexible Benefit Service
McGriff Insurance Services Inc.

Media Partners Corporation
 Metro AtlantaJobs.com
 Miller-McCoy, Inc.
 MJM Architects, LLC
 Moore Clark DuVall & Rodgers (Valdosta, Ga)
 Morgan Stanley Smith Barney Holdings LLC
 Morris Nichols Arsht & Tunnell (Delaware)
 Murphy Landen & Jones (Cincinnati)
 N'alytica Consulting
 Naman Howell Smith & Lee, PLLC (Waco, Tx)
 NAREIT (v0011637)
 Nasdaq, Inc. (v0011639)
 NAVEX Global Inc.
 Nelson Architecture, Inc.
 NYSE
 Oliver Close, LLC (Rockford, Il)
 Omniplan, Inc.
 Onyx Creative
 Orenda Technology Solutions, LLC
 Oruggur, Inc.
 Parant
 Pavese Law Firm (Ft. Myers, Fl)
 Phelps Dunbar (national/southeast)
 Phillips Partnership
 Poline Associates
 Polsinelli PC (nationwide)
 Premedics Systems, LLC
 Q4
 Quadient Finance USA
 RA Smith, Inc.
 Ram Jack Southern Missouri
 Reed Smith, LLP (Pittsburgh, Pa)
 Regency Enterprises, Inc.
 Resource Energy
 RobertHalf/Accountemps/Office Team
 Rodgers Miller & Rodriquez (Bryan, Tx)
 RoofTech Consulting Group, Inc.
 Royston Rayzor Vickery & Williams, LLP
 (Brownsville, Tx)
 Rycon Construction, Inc.
 S&ME, Inc.
 S&P Global Market Intelligence (v0020720)
 SDW Architecture
 ServiceMaster Recovery Management
 SHRM (National)
 SHRM Chattanooga
 SKA Consulting Engineers, Inc.
 Snee, Lutche & Helmlinger & Spielberger, PA
 (Bel Air, Md)
 Stewart Perry Construction Company, Inc.
 Stock and Leader (York, Pa)

Stoll Keenon Ogden, PLLC (Louisville, Ky)
 Stout Risius Ross, LLC
 Swenson, Hagen and Co.
 Teague Rotenstreich Stanaland Fox & Holt
 (Greensboro, NC)
 Terracon Consultants, Inc.
 TES Engineering
 The Law Office of Mark Smith, PLLC
 (Houston, Tx)
 The Siegfried Group LLP
 The Ultimate Software Group, Inc
 The Van Winkle Law Firm (Asheville, NC)
 The Wilbert Group (v0022816)
 Thorson Baker + Associates
 TL Wallace Construction
 Toppan Merrill LLC (v0023187)
 Transamerica Retirement Services
 Unishippers
 Valquest Systems, Inc.
 Vault Verify
 VCC, LLC
 Venable (national)
 Vogel Law Firm (Bismarck, ND)
 Von Breisen & Roper, S.C. (Madison, Wi)
 Warwick Construction, Inc.
 WDS Construction, Inc.
 Weil Gotshal & Manges (BK counsel)
 Weitzmann, Weitzmann & Huffman
 (Stroudsburg, Pa)
 Western Specialty Contractors
 Wicker Smith O'Hara McCoy & Ford P.A.
 Willcox & Savage (Norfolk, Va)
 William (Bill) S. Smerdon, Esq (Brawley, Ca)
 Windham Brannon, P.C.
 Woods Rogers, PLC (Roanoke, Va)
 World Travel Service, Inc.
 Yardi Systems, Inc.
 Yost & Baill, LLP (Minneapolis, Mn)

Non-Debtor Professionals

Akin Gump Strauss Hauer & Feld LLP
 Ducera Partners
 Jones Day
 PJT Partners

Contract Counterparties

3 Oaks Storage LLC
 A Clean Sweep
 A Linen Connection
 A-1 Bush Termite & Pest Control
 A-1 Fire & Security

ABC Home & Commercial Services
 ABC Imaging of Washington, Inc.
 ABCO Fire Protection, Inc.
 ABM Electrical Power Solutions, LLC
 Absopure Water Company
 ACCO Engineered Systems, Inc.
 Accusweep
 Action Compaction
 ADS Security, dba Falcon Fire Systems
 Advanced Business Systems
 Advanced Systems Alarm Services
 AE Fire Protection
 Affinity Technologies
 AFL Network Services, Inc.
 Ahern Fire Protection
 Air Comfort Inc
 Air Systems of Daytona
 Air Texas Mechanical
 Airdond Corporation, DBA Emcor Services
 Aircond
 AirGas USA
 Akehurst Landscape Service Inc.
 Akita Pest Control
 Alabama Lawn Masters, Inc.
 Albert Arno
 Alert One Pest Control Inc
 All Pest
 All South Roofing
 Alliance
 AllServe LLC
 All-Ways Contracting
 Alpine Valley Water Company
 Al's Septic Tank Service
 Alsco
 ALT's Operation LLC
 American Air
 American Pest Control
 American Residential Services LLC Rescue
 Rooter
 American Towel & Rental Service Inc
 Ameri-Tech HVAC Services
 Anderson Engineering, Inc.
 Anderson-Fisher
 Applied Software Technology, Inc.
 Aqua Filter Fresh
 Aqua Science
 AquaJava, Inc.
 Aramark Uniform Services
 Argus Software, Inc.
 Arlan D Abbott dba Details-N-More
 AT&T

Atcom, Inc.
 Atronic Alarms Inc
 Attus Technologies, DBA CSI Regulatory
 Compliance Group.
 Augustine Exterminators, Inc.
 Automated Material Handling (AMH), Business
 Systems Inc.
 Baker Roofing
 Balzer & Associates
 Barcom Electronics, Inc
 Basesix Systems LLC
 Batzner Pest Control
 BEC
 Beeler Impression Products, Inc.
 Beltrand Pavement Markings
 Best Impressions, Inc.
 Bill Clark Pest Control Inc.
 Bird Control Services, Inc.
 Black Diamond Termite & Pest Control, Inc.
 Black Water Technologies
 Blanchard Machinery
 Blue Chip Exterminating, Inc.
 Blue Ridge Communication
 BNA - Bloomberg Tax/Bloomberg Law
 Boen Plumbing/HVAC Services
 Brasfield & Gorrie, LLC
 Broadridge
 Broadsign International Inc.
 Browns Carpet Cleaning
 Callahan Mechanical
 Capie Sprinkler Inspections
 Capital City Construction, Inc.
 Carolina Climate Control
 Carolina Safety & Sound, Inc
 Carolina Shred, LLC
 CCH Incorporated
 CCI Construction Inc.
 CDW Direct, LLC
 Center Stage Productions, DeZalo Productions,
 Inc.
 Central Fire Protection Inc
 Century Southern, Inc.
 Century Springs Bottling Co.
 CenturyLink
 Certent, Inc.
 Charles Lutz
 Chatham Financial Corp.
 Chattanooga Business Machines
 Chattanooga Gas
 Chem Aqua
 Chemsearch Division, NCH Corporation

ChemTreat, Inc.	DocuWare Corporation
Chemway, Inc.	Dodson Pest Control
Christopher S. "Sean" Featheringill	Doerhoff
CIGNA Group Insurance	Donnelley Financial Solutions
Cincinnati Bell	Dover Grease Traps, Inc.
Cintas	Ducharme, McMillain & Associates
Cision (PR Software)	Duda Cable
Cision US Inc.	DynaFire
City of Cookeville	EAN Services, LLC, d/b/a Enterprise/National
Civil & Engineering Consultants, Inc. (CEC)	Car Rental
Clark's Quality Roofing, Inc.	East Coast Commercial Roofing, LLC
Clean Away/POGO	Easyvista, Inc.
Clean Wash & Restoration, Inc.	Eco-Grip
Coastal Carolina Resource Group	Ecolab
Coca-Cola North America Group	ECOR Industries Incorporated
Colorscares	ECS Southeast LLP
Comfort Systems USA	EEIS/Elevating Equipment Inspection Services,
Commercial Comfort	LLC
Commercial Plumbing Solutions	Ehrlich, Rentokil North America, Inc.
Commonwealth Fire Protection	Elavon (US Bank Sub)
Computershare (v0004127)	Electric Power Board
Computershare Governance Services Inc.	Electrical Inspection
Conaire, Inc.	Elite 3 Construction, LLC
Concept Electric	Elite Irrigation Services LLC
Concur Technologies Inc	Elite Sweep
Contentstack, LLC	Elvis Service Co., Inc.
Contract Sweepers & Equipment	EMCOR Services Aircond
Cook's Pest Control	EMJ Corporation
Corporation Service Company/CSC	Endom Welding & Trailing Repair, Inc.
COS Business Products and Interiors	Enlightened Roads
Crase Group LLC	Ennen Electric
Crystal Springs, DS Services of America, Inc.	Equity Appriasl Co. Inc.
Cummins Sales & Service	Erlich
Cutting Edge Property Maintenance Inc.	ERMC III Property Management Company,
CW Structural	LLC and ERMC Management Services
DAR PRO Solutions (Darling Ingredients)	Evansek Lawn Care, Inc.
Data Facts	Evoqua Water Technologies
Davis Landscape, LTD.	Extra Duty Solutions
Daytona Fire & Safety Equipment, Inc	Fabick Power Systems
DCO Construction	Fairview Construction
Deloitte & Touche LLP	Fast Signs
Deloitte Tax LLP	Fidelity National Title Group
Delta Dental of TN	FireTech, LLC
Design Security Controls LLC	First American Title Insurance Company
DH Griffin	Five Star Food Service, Inc
Dimension Data North America, Inc.	Focal Pointe Outdoor Solutions Inc.
Direct Energy	Fox Hill
Dirt Life Construction	Freedom Building Group, LLC
DMX, Inc.	Fresh Paint, Inc.
DMX, LLC dba Mood Media	Frontier Inc
Dobson Brothers Exterminating	G Treasury SS LLC

Gallagher Fire Equipment
 Geese Police of Central NC
 Gen-Co Inc.
 Genisys Group, Inc.
 Glacier Landscape Inc
 GlassTek
 Glitter & Glow LLC
 Global Access Control Systems
 Global Music Rights, LLC
 Global Rhymes LLC
 Goverlan, Inc.
 Grand Strand Fire
 Granger Container Service
 Granite Telecommunications LLC
 Green Street
 Greensburg Landscape Company, Inc.
 Gregory Pest Solutions
 GTT
 Guardian Alarm Co of MI
 H J Pertzborn Plumbing & Fire Protection
 Hamilton Place CMBS, LLC
 High Ground Solutions Inc
 HJ Pertzborn Plumbinig & Fire Protection
 HomeTeam Pest Defense, Inc.
 Hoover
 Howard M Phillips
 Howard Services
 HR Direct /GNeil
 HTC
 HVAC Solutions, Inc. dba FD Pierce
 ICON Air & Mechanical
 Industrial Complex Property Group, LLC
 Innovative Landscaping
 Integra Realty Resources Pittsburgh
 Integrated Facility Services, Inc.
 International Equipment
 Iron Mountain Off-Site Data Protection
 ISS Corporate Solutions, Inc. (v0008625)
 Ivey Mechanical Company, LLC
 James H. Wright Construction
 JC Ehrlich/ Steritech Group, Inc.
 JD Candler Commercial Roofing Company
 Jim Taylor, Inc
 John Fayard
 Johnson Controls Fire Protection
 Joplin Fire Protection CO
 Jordan Disposal LLC
 Kaelberer Construction Inc
 Kam Excavating, LLC
 Keller Paving and Landscaping
 Kennedy's Plumbing Services

Killum Pest Control
 Kil-Mor Pest Management
 Kimley Horn and Associates, Inc.
 Kings III of America, Inc.
 Kirkland's, Inc.
 KLM Commercial Sweeping, Inc.
 KnowBe4 Inc.
 KONE Inc.
 Konstruction Services
 L Marki & Son Inc
 Lake Doctors
 Landscape Management
 Landscape Services of NC
 Lange Distributing
 Lansing Tile & Mosaic, Inc.
 Lauer Construction
 Laurel Design & Construction
 LeBleu Bottled Water
 Lee Company, Inc.
 Lee Disposal Services
 Liberty Fire Protections, Inc
 Liberty Softwash
 Lindtech Services, Inc
 LinkedIn
 Litera, Freedom Solutions Group LLC
 Litterbug Sweeping Service Inc
 LKM Mowing & Landscaping
 Lollie Wood, LLC
 Louiso Lawn Care & Snow Removal
 Lynn Woodward Electric
 M&M Plumbing Co, Inc.
 M.C. Dean, Inc.
 Madison Crushing & Excavating
 Mainline Information Systems, Inc.
 Mallfinder Network LLC dba Placewise Media
 Markwed Excavating, Inc
 Marsula Electric
 Massarelli Excavating
 Massey Services, Inc.
 Matrix Consulting Engineers, Inc
 Mauldin& Jenkins LLC
 Mayfield Brothers Pest Control, Inc.
 MC Janitorial LLC
 McGriff Flexible Benefit Service
 Mclaughlin Erectors, Inc.
 MD Landscaping LLC
 Mechanical, Inc.
 Meke Mechanical LLC
 Melton Power
 MEM Design, Inc.
 Metro AtlantaJobs.com

Metro Garage Doors
 METRO WATER SERVICES
 Metropolitan Maintenance & Landscaping, Inc.
 Metropolitan Mechanical Contractors
 Mick's Exterminating
 Microsoft
 Midwest Landscaping
 Miller Engineering
 Miller Mats
 Miller-McCoy, Inc.
 Mitel Cloud Services Inc
 Model Uniforms
 Montana Dakota Utilities (MDU)
 Mood Media
 Mood Media, Muzak, LLC
 Morgan Stanley Smith Barney Holdings LLC
 Morton Salt
 Mountain Park Spring Water
 Mowbray and Sons
 Mr. Rooter Plumbing
 Nasdaq IR
 Nashville Electric Service
 NAVEX Global Inc.
 Naylor Building Partnership
 Necaise Locksmith Service Inc
 Nelson Architecture, Inc.
 Nitro Software, Inc.
 Nixon Power Services, LLC
 North Mississippi Pest Control, Inc.
 Northern Plains Heating & Air
 Olde Carolina Landscaping
 Onyx Creative
 Orenda Technology Solutions, LLC
 Orkin (Rollins, Inc.)
 Orkin LLC
 Orkin, Inc.
 Otis Elevator Company
 Pac-Van, Inc.
 Parks Services, Parks Outdoor Maintenance
 LLC
 Paul Bunyan's Tree Service
 Peachtree Pest Control
 Peak Alarm
 Pellitteri Waste
 Phillips Partnership
 PI Mechanical
 Piedmont Service Group
 Piedmonth Property Services
 Placewise Media
 Plant Aesthetics
 Plateau Leasing, LLC

Plunkett's Pest Control, Inc
 Pocket Stop
 Positive Power
 Pradigm Tax Group
 Prairie View Landscaping
 Pre, Inc. DBA Roto- Rooter
 Premedics Systems, LLC
 Premium Waters, Inc.
 Presto X, Rentokil North America, Inc
 PricewaterhouseCoopers
 Prime Perimeters LLC
 Prime Power
 Primo Direct
 Pro Ridge Landscaping
 Professional Lake Management, PLM Lake &
 Land Management Corp.
 Prosweep Central Florida
 Protection One Alarm Monitoring
 Prudential (The Prudential Insurance Company
 of America)
 PTA Real Estae Tax Division, Property Tax
 Assistance Co., Inc
 Pye-Barker Fire & Safety
 Q4
 Quadient Leasing USA
 Quatro Tax, LLC
 Quench USA, Inc.
 RA Smith, Inc.
 Ready Refresh by Nestle
 Recycling & Waste Solutions, LLC
 Redmond Construction Company LLC
 Regency Enterprises, Inc., d/b/a Regency
 Lighting
 Reliance Fire Protection Inc.
 Reliance Standard Life Insurance Company
 Republic Services, Inc.
 Resource Energy Systems, LLC
 RetailNext, Inc.
 Rethink Solutions, Inc.
 Robert W. Speirs Plumbing
 Robinson Waste
 Rochester Midland Corporation
 Rocky Mountina Landscaping
 Rolling Greens, Inc.
 RoofTech Consulting Group, Inc.
 Rose Pet Solutions
 Roto Rooter Services Company
 Rumpke of Ohio, Inc.
 RWS Facility Servicing
 S&P Global Market Intelligence (v0020720)
 S.D. Puckett & Associates, Inc.

Safe & Secure Worldwide Protection Group
 Safety-Kleen Systems
 Sagenet, LLC
 Santee Cooper
 Schindler Elevator Corporation
 Schultz Property Maintenance
 Scott Smith Contracting
 SecurAmerica LLC
 SecureWorks, Inc.
 Securitas Electronic Services
 Security Central, Lake Norman Security Patrol, Inc.
 SEK Heat & Air
 Select Pest Control
 Sentinel Security Systems
 Sentry Mechanical
 Service Maintenance of the Brazos Valley
 Service Specialists
 Shield & Associates Inc
 Shred-It USA
 Siegel Jennings Co. LPA
 Signorama
 Simplex Grinell
 Smurfit Kappa North America LLC
 SoCo Décor, LLC
 SoCo Services, LLC
 Solarwinds, Inc.
 Solid Waste Authority
 Sonitrol
 Southern Construction Utilites Inc
 Southern Design Works
 Southern Fire and Sprinkler
 Specialized Property Management, LLC
 Sprinklr, Inc.
 Sprint
 Stamps.com
 Stanley Convergent Security Solutions, Inc.
 Sterling First Aid Supplies
 Steve's Lwan & Garden
 STL Automatic Door
 Stormwater Protect STL, LLC
 Streamline Engineering , Inc.
 Strongland Roofing
 Summit Companies
 Summit Contractors, Inc.
 Sun Landscape Inc.
 Sunland Fire Protection, Inc.
 Super Heat
 Super Sweeper
 Superior Service
 Supreme Sweeping

SurveyMonkey
 Sustainable Flooring Solutions, LLC
 Sweep All Inc.
 Sweetwater Landscapes, LLC
 Swenson, Hagen and Co.
 Swinter Group, Inc.
 Sylvester & Cockrum
 T. H. Eifert
 T.L. Hart, Inc.
 Talen Energy Marketing LLC
 Taylor Outdoor Maintenance
 TDS Telecom Service, LLC
 Tech Electronics
 Tennessee American
 Terminix Commercial
 Terminix of Imperial Valley
 Terracon Consultants, Inc.
 TES Engineering, Thermal Environmental Systems Inc.
 The Lake Doctors
 The Navigator Group
 The Ultimate Software Group, Inc
 The Wilbert Group (v0022816)
 Thomson Reuters - West, West Publishing Corporation
 Thomson Reuters Tax & Accounting - Checkpoint
 Thomson Reuters/OneSource
 Three Rivers Power Sweep
 Thyssenkrupp Elevator Corp
 TINCheck.com Payee Verification System
 T-Mobile
 Trane
 Trane U.S. Inc.
 Transamerica Retirement Services
 Treece Pressure Washing, Inc.
 Tri Area Window Cleaning
 Tri-County Pest Control
 True North Outdoor LLC
 Tudi Mechanical
 Turf Service
 Tyco Fire & Security Mgmt., Inc.
 Tyco Integrated Security
 UniFirst Corporation
 United Healthcare Insurance Company
 US Cellular
 Valdes Lawn Care & Snow Removal, LLC
 Valley Proteins, Inc
 Valquest
 Van De Voorde Services, LLC
 Veristor Systems, Inc.

Verizon
 Verizon Wireless
 Verros Berkshire, PC
 Viperline Solutions, LLC.
 Vision Service Plan (VSP)
 VSC Fire & Security, Inc
 W.J. O'Neil
 Warihay Enterprises, Inc.
 Waste Connections
 Waste Connections of Tennessee Inc
 Waste Industries LLC a GFL Environmental
 Company
 Waste Management
 Waste Management of North Huntingdon
 Waste Management of VA
 Waste Management of WI-MN, Inc
 Watson Electrical Construction Co, LLC
 Wesley B. Witt, Inc.
 Western Specialty
 Western Waterproofing Company Inc.
 Westmoreland Lock & Safe
 WFMY WFMY WX, WFMY Television LLC
 Whitewater Pavement Marking
 Widmer's Carpet Cleaning
 Wiegmann Associates
 Wiginton Fire Sprinkler
 Williams Service Company/A Deroche
 Industries Company
 Windstream
 WinLine
 Wolters Kluwer/CCH
 World Travel Sevice Inc
 Xencom Energy Management LLC
 Xencom Green Energy, LLC
 Yardi Systems, Inc.
 Yates Construction Co., Inc.
 Zoho Corporation

Benefit Providers

Bradley Arant Boult Cummings LLP
 CIGNA
 CIGNA Group Insurance, Life Insurance Co. of
 North America
 Delta Dental of TN
 Delta Dental Plans Association
 McGriff Flexible Benefit Service
 McGriff Insurance Services Inc.
 Morgan Stanley
 Prudential (The Prudential Insurance Company
 of America)
 Reliance Standard

State Street Bank and Trust Company
 Transamerica Retirement Services
 United Healthcare
 United Healthcare Insurance Company
 Vision Service Plan – (TN)
 Vision Service Plan (VSP)
 Vision Service Plan Insurance Company

Landlords

3 Oaks Storage LLC
 Bank of America Merrill Lynch Comm Mort TR
 2015-UBS7 REMIC 1
 BOF TX Tower 1320 LLC
 CubeSmart LP
 Debra J Evans
 Dillard Department Stores, Inc
 Edith Elizabeth Yeomans Woods
 Endom Welding & Trailing Repair, Inc.
 Howard M Phillips
 Huntington Bank
 Iron Mountain Off-Site Data Protection
 Patricia K Freuler
 Patricia Kay Freuler TTEE
 Susan E Yeomans

UCC Lien Search Results

A.V. DIAMONDS
 AMB Gold & Diamond LLC
 Angel Corin Scott
 Archon Financial, L.P.
 Argelia Danali Salinas Flores
 Bank of New York Trust Company National
 Association
 Betty Howard
 Branch Banking and Trust Company
 BRENCO, INC.
 Bridgette Robertson
 Charles B. Burns
 Charles D. Hoffman
 CIBC Bank USA
 CMI Legacy LLC
 Column Financial, Inc.
 Cruz Antonio Gonzalez, Jr.
 Deborah Wakefield
 El Paso Central Appraisal District
 Elva Luna
 Equity Title Insurance Association
 First Home Bank
 German American Capital Corporation
 Gold & Diamond Inc.
 Gregory R. Greenfield et al

Guadalupe Macias Contreras
 Ira Elaine Robinson
 Janice Smith
 Johnny's - Livonia, Inc.
 Juan Gonzalez
 Kevin Horner
 Krystina Fox
 LaSalle Bank National Association
 Leonor James
 Lief Wallave
 Linda Griffin
 Linsey Shaeffer
 Lisa McCrary Stockburger
 Maureen Dawson
 McDonalds Corporation et al.
 Mississippi Transportation Commission
 Morgan Stanley Capital I Inc.
 Morgan Stanley Senior Funding, Inc.
 Mortgage Electronic Registration Systems, Inc.
 Nancy Grooms
 North Dakota Office of State Tax Commissioner
 Olivia Cruz Santiago
 Ollie Druey
 Patrick Williams
 Paul Russell
 Principal Commercial Funding II, LLC
 Raina Guevara
 RBC Bank (USA)
 Richard Cook
 Rosemary Brown
 Rosie Fleming et al
 Sharron Mower Harringer
 Shelly Demby
 SJD Gold & Diamond LLC
 Starwood Mortgage Funding II LLC
 Stephanie Smith
 Stirling Ambassador Partners, L.L.C.
 Stirling-Levis, L.L.C.
 Suntrust Bank
 Susquehanna Bank
 Terri Nelson
 The Northwestern Mutual Life Insurance
 Company
 Traditional Bank, Inc.
 U.S. Small Business Administration
 Utah Department of Transportation
 Veronica Miller
 Wayne Hensdale Gardner
 Wendy's Old Fashioned Hamburgers of New
 York, Inc.

Competitors

American Campus Communities, Inc.
 (NYSE:ACC)
 Associated Estates Realty Corporation
 (Acquired)
 Brixmor Property Group Inc. (NYSE:BRX)
 Brookfield Properties Retail
 Chatham Lodging Trust (NYSE:CLDT)
 Chesapeake Lodging Trust (Acquired)
 Education Realty Trust, Inc.
 Federal Realty Investment Trust (NYSE:FRT)
 Hersha Hospitality Trust (NYSE:HT)
 InvenTrust Properties Corp. (OTCPK:IARE)
 Kimco Realty Corporation (NYSE:KIM)
 Macerich
 National Retail Properties, Inc. (NYSE:NNN)
 Pebblebrook Hotel Trust (NYSE:PEB)
 Post Properties, Inc. (Acquired)
 PREIT
 Realty Income Corporation (NYSE:O)
 Regency Centers Corporation (NasdaqGS:REG)
 Ryman Hospitality Properties, Inc.
 (NYSE:RHP)
 Simon Property Group, Inc. (NYSE:SPG)
 Strategic Hotels & Resorts LLC
 Summit Hotel Properties, Inc. (NYSE:INN)
 Taubman
 The Macerich Company (NYSE:MAC)
 Unibail-Rodamco-Westfield SE
 (ENXTAM:URW)
 Washington Prime Group Inc. (NYSE:WPG)
 Weingarten Realty Investors (NYSE:WRI)
 WP Glimcher

Significant Customers

Abercrombie & Fitch, Co.
 Academy Managing Co., LLC
 Aero Opco, LLC
 American Eagle Outfitters, Inc.
 American Multi-Cinema, Inc.
 Apple, Inc.
 Ascena Retail Group, Inc.
 Barnes & Noble Inc.
 Bed Bath & Beyond, Inc.
 Belk, Inc.
 Best Buy Co., Inc.
 Bloomin' Brands, Inc.
 Books A Million, Inc.
 Build-A-Bear Workshop, Inc.
 CEC Entertainment, Inc.
 Cellco Partnership, Inc.

Chick-fil-A, Inc.
 Chico's FAS, Inc.
 Christopher & Banks, Inc.
 Cinemark Corp.
 Claire's Stores, Inc.
 CSISUN, LLC
 Darden Restaurants, Inc.
 Deichmann Schuhe
 Deutsche Telekom
 Dick's Sporting Goods, Inc.
 Dillard's, Inc.
 DTLR, Inc.
 Express Fashions
 FanzzLids Holdings, LLC
 Finish Line, Inc.
 Five Below, Inc.
 Focus Brands LLC
 Foot Locker, Inc.
 Forever 21 Retail, Inc.
 Francesca's Collections, Inc.
 GameStop Corp.
 Genesco Inc.
 GNC Holdings, Inc.
 H & M Hennes & Mauritz AB
 Hallmark Cards, LLC
 Helzberg's Diamond Shops, Inc.
 Hibbett Sporting Goods, Inc.
 Hot Topic, Inc.
 JC Penney Co. Inc.
 Jill Acquisition, LLC
 Jimmy Jazz, Inc.
 Kirkland's, Inc.
 Kohl's Department Stores, Inc.
 L Brands, Inc.
 Luxottica Group S.P.A.
 LVMH Moet Hennessy Louis Vuitton
 Macy's Inc.
 Michaels
 Mrs. Fields Cookies
 New rue21, LLC
 New York & Company, Inc.
 OpCapita LLP
 Panda Express, Inc.
 Pandora Ventures, LLC
 Petsmart, Inc.
 PFIP, LLC
 Pier 1 Imports - Southeast Inc
 PSEB Group
 Red Robin International, Inc.
 Reeds Jewelers, Inc.
 Regal Entertainment Group

Roark Capital Group
 Rogers Enterprises, Inc.
 Ross Stores, Inc.
 Sbarro, Inc.
 SBC Communications, Inc.
 Scheels All Sports Inc
 Sears
 Select Comfort Retail Corporation
 SHOE SHOW, INC.
 Signet Group plc
 Spencer Spirit Holdings, Inc.
 Sprint Corporation
 Stage Stores, Inc.
 Starbucks Corporation
 Subway Real Estate Corp.
 Tailored Brands, Inc.
 Talbots, Inc.
 The Buckle, Inc.
 The Cheesecake Factory, Inc.
 The Children's Place, Inc.
 The Gap Inc.
 The TJX Companies, Inc.
 Transform Holdco LLC
 U. S. Government
 Ulta Salon, Cosmetics & Fragrance, Inc.
 VF Corporation
 Visionary Properties, Inc.
 Walters & Mason Retail, Inc.
 Williams-Sonoma, Inc.
 Windsor Fashions, Inc.
 Yankee Candle Company
 Yatsen Group of Companies, Inc
 Zumiez Inc.

Vendors

A.F. Buddy Skeen
 AB Data Ltd
 Abercrombie & Fitch
 Abercrombie & Fitch Stores Inc.
 AdoreMe
 AdoreMe Retail Inc.
 AE Outfitters Retail Co.
 Allegheny County Treasurer
 American Multi-Cinema, Inc.
 American Tower
 Appalachian Power
 Balch & Bingham Attorneys & Counselors
 Best Impressions, Inc.
 Brasfield & Gorrie, LLC
 Brazoria County Tax Assessor-
 Brevard County Tax Collector

Brownsville PUB
 Buckner and Miles PA
 Buckner Miles
 Burleigh Country Treasurer
 Camille La Vie
 Cape Girardeau County
 Cape Girardeau County, Collector of Revenue
 Capital City Construction, Inc.
 Carmike Cinemas
 CBL Center
 CBRE Inc.
 CDI Contractors, LLC
 Charter Township of Meridian
 Chattanooga City Treasurer
 Cheyenne Light Fuel & Power
 Cheyenne Light Fuel & Power dba Black Hills
 Energy
 Cigna Group Insurance
 City of College Station Utility
 City of Laredo Tax Assessor
 City of Livonia
 City of Madison Treasurer
 City Of Roanoke
 Clark County Treasurer
 Clark's Quality Roofing Inc.
 Collector of Revenue
 Collector Rovin Garrett, RTA
 Consumers Energy Company
 County of Johnson
 Cumberland County Tax Collector
 Cutting Edge Property Maintenance Inc.
 Deloitte & Touche LLP
 Deloitte Tax LLP
 DeSoto County Tax Collector
 DH Griffin Construction Co
 Dick's Sporting Goods, Inc.
 Direct Energy Business
 Dominion Virginia Power
 Duke Energy
 Duke Energy Corp.
 Duke Energy Progress, Inc.
 Duke Energy Progress, Inc. dba Duke Energy
 Progress
 Duke Power
 Duquesne Light Company
 Electric Power Board
 Electric Power Board of Chattanooga
 EMJ Corporation
 EMJ Corporation dba EMJ Special Projects
 Entergy
 Entergy Arkansas, Inc.

Entergy Arkansas, Inc. dba Entergy
 ERMCC LLC
 Evergy
 Evergy Metro Inc.
 Forsyth County Tax Collector
 Fran Surdich, Tax Collector
 Gensler
 Georgia Power Company
 Global Access Control Systems
 Group USA Inc.
 Guilford County Tax Collector
 H & M Hennes & Mauritz, L.P.
 H&M
 Hagens Berman Sobol Shapiro LLP
 Hamilton County Trustee
 Hardy Corporation
 Harrison County Tax Collector
 Huntsville Utilities
 Husch Blackwell LLP
 Imperial County Tax Collector
 Imperial Irrigation District
 Internal Revenue Service
 J.D. Candler Roofing Company
 Jarnigan Road II, LLC
 Jasper County Collector
 Joey Treadway
 Johnson Controls Fire Protection
 Johnson County Treasurer
 Karen Vogel - Treasurer
 Kentucky Utilities
 King & Spalding LLP
 KJR Entertainment Holdings LLC
 KONE Inc.
 Kristeen Roe Assessor-Collector of Taxes
 Lamar County Tax Collector
 Lauer Construction, Inc.
 Life Insurance Co of North America
 Louisville Gas & Electric
 M. Arthur Gensler Jr & Assoc Inc.
 Main Event Entertainment Inc.
 Marcus Cinemas of Minnesota & Illinois Inc.
 Marcus Movie Tavern
 McLaughlin Erectors Inc.
 McLean County Treasurer
 McLennan Cnty Tax Assessor-Col
 Metropolitan St. Louis Sewer District
 Microsoft
 Microsoft Corporation
 Middle Tennessee Electric Membership
 Corporation
 Missouri American Water

Mountain Valley Construction
 NC Department of Revenue
 Nelson Worldwide Inc.
 Nelson Worldwide Inc. dba KA Inc.
 New Hanover County Tax Office
 Nickels and Dimes Inc.
 Nickels and Dimes Inc. dba Tilt
 NRG Energy, Inc.
 NRG Energy, Inc. dba Reliability Solutions LLC
 Office of the Fayette County Sheriff
 Orenda Technology Solutions LLC
 Panda Express
 Panda Express Inc.
 Party Fowl Cool Springs LLC
 P-Cards
 Pearl River Valley EPA
 Public Works Commission of Fayetteville -
 PWC of Fayetteville
 Recycling & Waste Solutions LLC
 Regency Enterprises, Inc.
 Regency Enterprises, Inc., d/b/a Regency
 Lighting
 RoofTech Consulting Group, Inc.
 Rycon Construction, Inc.
 Santee Cooper
 SC Electric & Gas Co.
 Schindler Elevator Corporation
 SecurAmerica LLC
 SHOE SHOW, INC.
 Shoe Show, Inc. dba Shoe Dept. Encore
 Southern
 St. Charles County Collector of Revenue
 St. Clair County Collector
 St. Louis County Collector of Revenue
 Stewart Perry Construction Company, Inc.
 Sustainable Solutions Group
 Tax Collector Patrick Fulkerson
 Tennessee Department Of Revenue
 Texas State Comptroller - Comptroller of Public
 Accounts
 The Counts Company, Inc.
 Tony Yzaguirre, Jr., Cameron County Tax
 Assessor
 Transamerica
 Treasurer of Vigo County
 TXU Energy Retail Co LLC
 Tyco Fire & Security Mgmt., Inc.
 U.S. Bank, National Association
 Union Electric Company
 Union Electric Company dba Ameren Missouri
 United I.S.D. Tax Office

USI Insurance Services LLC
 Venable LLP
 Vigo County Government
 Vistra Energy Corp
 Volusia County Revenue Division
 Ward County Treasurer
 Waukesha County Treasurer
 WDS Construction, Inc.
 Webb County Tax Assessor
 Western Specialty Contractors
 Western Waterproofing Company Inc.
 Western Waterproofing Company Inc.
 Winnebago County Treasurer
 Xencom Energy Management LLC
 Xencom Green Energy, LLC
 Yardi Systems

Utility Providers

Allegheny Power
 Alliant Energy/WPL
 Ambit Energy
 Ameren Illinois
 Ameren Missouri
 Appalachian Power
 AT&T
 AT&T - GA
 AT&T Mobility
 AT&T TeleConference Services
 Atcom, Inc. - Atcom Bus. Technology Solution
 Baltimore Gas and Electric Co
 Black Hills Energy
 Board of Public Utilities
 Bob Phillips Communication Services
 Broadhead Creek Regional Authority
 Brownsville PUB
 Cape Fear Public Utility Auth. Payment Center
 Caseyville Township Sewer
 CenterPoint Energy
 CenterPoint Energy Services, Inc.
 CenturyLink
 Charleston Water System
 Charter Township of Meridian
 Chattanooga Gas
 Chemsearch Division
 Cincinnati Bell Telephone
 City of Asheville
 City of Beaumont
 City of Bismarck
 City of Bloomington
 City of Brookfield-Utilities
 City of Burlington Utilities

City of Burnsville
 City of Chattanooga - Waste Resources Division
 City of College Station Utility
 City of Colonial Heights
 City of Cookeville
 City of D Iberville - Water & Sewer Department
 City of Daytona Beach
 City of El Centro
 City of Franklin Water Works Department
 City of Greensboro
 City of Joplin
 City of Laredo Utilities
 City of Livonia Water and Sewer Department
 City of Madison
 City of Minot
 City Of Myrtle Beach
 City of O Fallon
 City of Pearland
 City of Port Orange
 City of Southaven
 City of St. Peters
 City of St. Peters Utility Billing
 City of Waco Water Office
 City of West Melbourne
 City of Winston-Salem Revenue Division
 City Treasurer - Madison Water Utility
 Clermont County Treasurer
 Coast Electric Power Assoc.
 Columbia Gas of Kentucky Inc
 Columbia Gas of Pennsylvania
 Columbia Gas of Virginia Inc
 Commonwealth Edison Company - ComEd
 Constellation New Energy Inc.
 Consumers Energy Company
 Cox Business
 Dakota Electric Association
 Department of Transportation
 Direct Energy Business
 Dominion Energy
 Dominion Energy North Carolina
 Dominion Virginia Power
 Douglasville-Douglas County - Water and
 Sewer Authority
 DTE Energy
 Duke Energy Corp.
 Duke Energy Progress, Inc.
 Duke Power
 Duquesne Light Company
 Electric Power Board
 Electric Power Board of Chattanooga
 Electrical Inspection

Empire District Electric Co.
 Entergy
 Evergy
 Florida Power & Light Co.
 Frontier Inc
 Georgia Power Company
 Granger Waste Service
 Granite Telecommunications LLC
 Greystone Power Corporation
 Hattiesburg Water & Sewer
 High Ground Solutions Inc
 Hixson Utility District
 Horry County Solid Waste Authority, Inc.
 Horry Telephone Cooperative Inc.
 HRUBS
 Hudson Energy
 Huntsville Utilities
 Imperial Irrigation District
 Jackson Energy Authority
 Johnson Controls, Inc.
 Johnson County Treasurer
 Kansas Gas Service
 Kentucky American Water Co.
 Kentucky Utilities
 Kings III Emergency Communications
 Layton City Corporation
 Lexington Fayette Urban County Gvmt.-
 Division of Solid Waste
 Louisville Gas & Electric
 Louisville Water Company
 Madison Gas & Electric
 Mallory Valley Utility Dist.
 Maryland American Water Co.
 MCI Comm Service
 MET-ED
 METRO WATER SERVICES
 Metropolitan St. Louis Sewer District
 Midcontinent Communications
 Middle Tennessee Electric Membership
 Corporation
 Missouri American Water
 Missouri Gas Energy
 Mitel Cloud Services Inc
 Monroeville Municipal Authority
 Montana Dakota Utilities (MDU)
 Municipal Authority of Westmoreland County
 Nashville Electric Service
 NC Utilities Commission
 Nicor Gas
 PacifiCorp
 Pearl River Valley EPA

Peoples Natural Gas Company
 Piedmont Natural Gas Co., Inc.
 Piedmont Service Group
 PP&L UTILITIES Electric Service
 Public Works Commission of Fayetteville -
 PWC of Fayetteville
 Randy Walker Electrical & Communications
 Contractor Inc.
 Reliability Solutions LLC
 Republic Services, Inc.
 Roanoke Gas Company
 Rock River Water Reclam. Dist.
 Santee Cooper
 Sapro, Inc.
 SC Electric & Gas Co.
 Smurfit Kappa North America LLC
 Southern California Gas Company
 Spartanburg Water System
 Spire Mississippi Inc
 Spire Missouri Inc.
 Springettsbury Twn. Sewer Fund
 Sprint
 SRT Communications, Inc.
 Stroud Township Sewer Authority
 TDS Telecom Service, LLC
 Tennessee-American Water Co.
 The York Water Co.
 Tilt
 Time Warner Cable
 T-Mobile
 Town of Bel Air
 TXU Energy Retail Co LLC
 UGI Central
 Unishippers
 Utility Billing Services
 Verendrye Electric Cooperative
 Verizon
 Verizon Communications Inc
 Verizon Wireless
 Village of Cherry Valley
 Village of Forsyth Water and Sewer Dept.
 Virginia Natural Gas Co.
 Warren Sign Co., Inc.
 WaterOne
 We Energies
 Western VA Water Authority
 Windstream
 Windstream Holdings, Inc. - Windstream
 Wireless USA, Inc
 YES Energy Management, Inc.

Professional Affiliations

AG Edwards Inc.
 AIMCO-GP, Inc.,
 American Addiction Centers
 Apartment Investment and Management
 Company (NYSE:AIV)
 ARCH COAL
 AvalonBay Communities, Inc. (NYSE:AVB)
 AVAYA
 Bethel University
 BONANZA CREEK ENERGY
 BRUIN E&P
 BUMBLE BEE
 Cerion Optimization Services Inc.
 Chattanooga Group, Inc.
 CONTURA ENERGY
 Dime Community Bancshares, Inc.
 (NasdaqGS:DCOM)
 Dime Community Bank
 ELETSON HOLDINGS
 First Industrial Realty Trust, Inc. (NYSE:FR)
 First Industrial, L.P., Great Lakes REIT
 Goldman Sachs & Co. LLC
 GRAMEEN AMERICA
 Greenhill & Co. Australia Pty Limited
 Greenhill & Co., Inc. (NYSE:GHL)
 Hamilton Insurance Company, LLC
 High Street Equity Advisors, LLC
 Husch Blackwell LLP
 iStar Inc. (NYSE:STAR)
 KEY ENERGY SERVICES
 LONGVIEW POWER
 MERRILL CORPORATION
 MODULAR SPACE CORP
 NEIMAN MARCUS
 PAYLESS
 Petsmart, Inc.
 Real Foundations
 Realty Income Corporation (NYSE:O)
 RUE21
 SEADRILL LTD
 Target Corporation (NYSE:TGT)
 The Goldman Sachs Group, Inc. (NYSE:GS)
 The Real Estate Roundtable
 Urban Land Institute
 Urban Retail Properties, LLC
 Urban Shopping Centers, Inc.
 VEREIT Operating Partnership, L.P.
 VEREIT, Inc. (NYSE:VER)
 VOGEL PARTNERS LLC
 WASHINGTON UNIVERSITY

Wells Fargo & Company (NYSE:WFC)
 Wells Fargo Real Estate Group
 Winthrop Realty Liquidating Trust
 Winthrop Realty Partners, L.P.
 WorldNet Technology Consultants, Inc
 WRT-Andover Property LLC
 WRT-Crossroads One LLC

Taxing Authorities

Alabama Department of Revenue
 Alabama Dept of Labor
 Alabama Dept. of Revenue Business Privilege
 Tax Section
 Alamance County
 Allegheny County
 Allegheny County Department of Real Estate
 Arkansas Department of Labor
 Arkansas Department of Revenue
 Arkansas Dept. of Finance and Administration
 Arkansas Secretary of State Business &
 Commercial Svcs Div
 Bradley County
 Brazoa County
 Brazoria County
 Brazos County
 Brevard County
 Bullock County
 Buncumbe County
 Burleigh County
 C. Kenneth Still, Trustee
 California Franchise Tax Board
 California Secretary of State
 Cameron County
 Cape Girardeau County
 Caseyville Township
 Charleston County
 Charter Township of Meridian
 Chater Township
 City of Asheville
 City of Athens
 City of Austin
 City of Beaumont
 City of Bismarck
 City of Bloomington
 City of Brookfield
 City of Brownsville
 City of Burlington
 City of Burnsville
 City of Cape Girardeau
 City of Chattanooga
 City of Chesapeake

City of Cheyenne
 City of College Station
 City of Colonial Heights
 City of Colorado Springs
 City of Cookeville
 City of Daytona Beach
 City of Des Peres
 City of D'Iberville
 City of Dothan Alabama
 City of Douglasville
 City of El Centro
 City of Fairview Heights
 City of Fayetteville
 City of Franklin, Tennessee
 City of Greensboro
 City of Hattiesburg
 City of Huntsville, Alabama
 City of Jackson
 City of Jacksonville
 City of Janesville
 City of Joplin
 City of Lafayette
 City of Laredo
 City of Layton
 City of Livonia
 City of Madison, Mississippi
 City of Madison, Wisconsin
 City of Minot
 City of Monroeville
 City Of Myrtle Beach
 City of North Charleston
 City of O Fallon
 City of Okemos
 City of Overland Park
 City of Pearland
 City of Port Orange
 City of Raleigh
 City of Raleigh Police Dept Fiscal Services Unit
 City Of Roanoke
 City of Southaven
 City of Spartanburg
 City of St. Peters
 City of Statesboro
 City of Valdosta, GA
 City of Waco
 City of West Melbourne
 City of Wilmington
 City of Winston-Salem
 City of Winston-Salem Revenue Division
 City of Winston-Salem, NC
 City Tax Collector-Cleveland

Clark County
 Clerk of the Circuit Court Volusia County
 Clermont County
 Cobb County Superior Court
 Colorado Department of Labor &
 Unemployment
 Colorado Dept Revenue
 Commonwealth of Kentucky
 Commonwealth of Pennsylvania
 Commonwealth of VA.
 Cumberland County
 Dane County
 Dane County Register of Deeds
 Davis County
 Delaware Department of Finance
 Department of Employment & Economic
 Development
 Department of Environment & Conservation
 Department of Homeland Security
 Department of Labor Maryland
 Douglas County
 Douglas County Chamber of Commerce
 Duval County
 El Paso County Clerk & Recorder
 El Paso County Treasurer
 Florida Department of Financial Services
 Forsyth County
 Forsyth Village
 Fulton County Georgia Clerk of Superior Court
 General Sessions Clerk's Office
 Georgia Department of Labor
 Georgia Department of Revenue
 Georgia Dept. of Revenue Processing Center
 Guilford County
 Hamilton County
 Harford County
 Harrison County
 Hempfield Township
 Horry County
 Horry County Treasure-Property
 Illinois Department of Revenue
 Illinois Secretary of State
 Illinois State Treasurer's Office
 Imperial County
 Indiana Department of Revenue
 Indiana Secretary of State
 Ingham County
 Internal Revenue Service
 Iredell County
 Jasper County
 Jasper County Collector

Jefferson County
 Jefferson County Clerk
 John McAdams Chancery Clerk
 John Newman, Trustee
 Johnson County
 Kansas Department of Labor
 Kansas Department of Revenue
 Kansas Secretary of State
 Kentucky Department of Revenue
 Kentucky State Treasurer
 Kentucky State Treasurer - Dept.of Housing
 Lafayette Parish Tax Collector
 Laramie County
 Larmar County
 Layton City Business Licenses
 Lee County
 Lexington-Fayette Urban County Government
 Louisiana Department of Treasury
 Louisiana Dept. of Revenue
 Louisiana Secretary of State
 Louisville Metro Government
 Louisville Metro Revenue Commission
 Louisville/Jefferson County
 Lowndes County Board of Commissioners
 Lowndes County Office of Tax Commissioner
 Macon County
 Madison Benefit Center (WI)
 Madison County Tax Collector
 Maidson County
 Maryland Comptroller
 Maryland Revenue
 McLean County
 McLennan County
 McMinn County
 Michigan Dept. of Treasury
 Minnesota Dept. of Revenue
 Mississippi Department of Employment Security
 Mississippi Department of Revenue
 Mississippi Secretary of State
 Missouri Department of Revenue
 Missouri Department Of Revenue Taxation
 Bureau
 Missouri Director of Revenue - Missouri
 Secretary of State
 MN Dept of Labor and Industry
 Monroe County
 Montgomery County Treasurer
 Morgan County Commissioner of Licenses
 Municipality of Monroeville
 Municipality of Monroeville Business Tax
 Office

NA
 Nashville-Davidson Co. Metro Gov
 NC Department of Revenue
 NC Department of State Treasurer
 Nebraska Department of Revenue
 New Hanover County Tax Office
 New York State Department of Transportation
 North Carolina Dept of Commerce
 North Carolina Dept. of Labor
 North Dakota Secretary of State
 North Dakota State Land Department
 North Dakota State Tax Commissioner
 Ohio Department of Taxation
 Ohio Dept of Job and Family Services
 Ohio Secretary of State
 Ohio Treasurer Josh Mandel
 Ohio Treasurer of State - Ohio Dept.of Taxation
 Oklahoma County County Clerk
 Oklahoma Secretary of State
 Oklahoma Tax Commission
 PA Department of Community and Economic
 Development
 PA Department of Revenue
 Pennsylvania Dept. of Revenue
 Pennsylvania Dept. of Revenue Bureau of
 Individual Taxes
 Pulaski County
 Putnam County
 Rock County Treasurer
 Rockford Township
 S.C. Dept of Revenue
 S.C. Dept of Workforce and Employment
 South Carolina Department of Revenue
 Spartanburg County
 Springettsbury Township
 St. Charles County
 St. Clari County
 St. Louis County
 State of Alabama
 State of Alabama Revenue Department
 State of Arkansas
 State of California
 State of Florida Dept of Economic Opportunity
 State of Illinois Department of Employment
 Security
 State of Michigan
 State of Missouri
 State of New Jersey-CBT Division of Taxation
 Stroud Township
 Tennessee Department Of Revenue
 Texas Secretary of State

Texas State Comptroller - Comptroller of Public
 Accounts
 Town of Bel Air
 Town Of Cary
 Town of Cary North Carolina
 Town of Christiansburg
 Township of Hempfield
 Township Union Clermont County
 Treasurer of Virginia
 Treasurer, State of Illinois
 U.S. Department of Treasury
 Union Township
 Utah Department of Workforce Development
 Utah State Tax Commission
 Uvalde County Appraisal, Tax Collector
 Vermont Department of Taxes
 Vigo County Government
 Virginia Department of Taxation
 Wake County Revenue Department
 Ward County
 Washington County Trustee - Jack Daniels
 Waukesha County
 Webb County Clerk's Office
 Webb County Tax Assessor
 Westmoreland County
 Westmoreland County Recorder of Deeds
 Wexford County Register of Deeds
 Williamson County
 Williamson County-Franklin Chamber of
 Commerce
 Winnebago County
 Wisconsin Dept. of Revenue
 Wyoming Department of Workforce Services
 Wyoming Secretary of State
 York Adams Tax Bureau
 York County

Regulatory and Government

Attorney General – Alabama (Steve Marshall)
 Attorney General – Alaska (Ed Sniffen)
 Attorney General – Arizona (Mark Brnovich)
 Attorney General – Arkansas (Leslie Rutledge)
 Attorney General – California (Xavier Becerra)
 Attorney General – Colorado (Phil Weiser)
 Attorney General – Connecticut (William Tong)
 Attorney General - Delaware (Kathy Jennings)
 Attorney General – Florida (Ashley Moody)
 Attorney General – Georgia (Chris Carr)
 Attorney General – Hawaii (Clare Connors)
 Attorney General – Idaho (Lawrence Wasden)
 Attorney General – Illinois (Kwame Raoul)

Attorney General – Indiana (Curtis Hill)
 Attorney General – Iowa (Thomas John Miller)
 Attorney General – Kansas (Derek Schmidt)
 Attorney General – Kentucky (Daniel Cameron)
 Attorney General – Louisiana (Jeff Landry)
 Attorney General – Maine (Aron Frey)
 Attorney General – Maryland (Brian Frosh)
 Attorney General – Massachusetts (Maura Healey)
 Attorney General – Michigan (Dana Nessel)
 Attorney General – Minnesota (Keith Ellison)
 Attorney General – Mississippi (Lynn Fitch)
 Attorney General – Missouri (Eric Schmitt)
 Attorney General – Montana (Tim Fox)
 Attorney General – Nebraska (Doug Peterson)
 Attorney General – Nevada (Aron Ford)
 Attorney General - New Hampshire (Gordon MacDonald)
 Attorney General - New Jersey (Gurbir Grewal)
 Attorney General - New Mexico (Hector Balderas)
 Attorney General - New York (Tish James)
 Attorney General - North Carolina (Josh Stein)
 Attorney General - North Dakota (Wayne Stenehjem)
 Attorney General – Ohio (David Yost)
 Attorney General – Oklahoma (Mike Hunter)
 Attorney General – Oregon (Ellen Rosenblum)
 Attorney General - Pennsylvania (Josh Shapiro)
 Attorney General – Rhode Island (Peter Neronha)
 Attorney General - South Carolina (Alan Wilson)
 Attorney General - South Dakota (Jason Ravnsborg)
 Attorney General – Tennessee (Herbert H. Slatery)
 Attorney General – Texas (Ken Paxton)
 Attorney General – Utah (Sean D. Reyes)
 Attorney General – Vermont (T.J. Donovan)
 Attorney General – Virginia (Mark Herring)
 Attorney General – Washington (Bob Ferguson)
 Attorney General - West Virginia (Patrick Morrissey)
 Attorney General – Wisconsin (Josh Kaul)
 Attorney General – Wyoming (Bridget Hill)
 Commonwealth of Massachusetts Consumer Protection Division
 District of Columbia Consumer Protection Division
 Internal Revenue Service

Pension Benefit Guaranty Corporation (“PBGC”)
 Secretary of State – Alabama (John Merrill)
 Secretary of State – Alaska (Kevin Meyer)
 Secretary of State – Arizona (Katie Hobbs)
 Secretary of State – Arkansas (John Thurston)
 Secretary of State – California (Alex Padilla)
 Secretary of State – Colorado (Jena Griswold)
 Secretary of State – Connecticut (Denise Merrill)
 Secretary of State – Connecticut (Denise Merrill)
 Secretary of State – Delaware (Jeffrey W. Bullock)
 Secretary of State – District of Columbia (Kimberly Bassett)
 Secretary of State – Florida (Laurel Lee)
 Secretary of State – Georgia (Brad Raffensperger)
 Secretary of State – Hawaii (Josh Green)
 Secretary of State – Idaho (Lawrence Denney)
 Secretary of State – Illinois (Jesse White)
 Secretary of State – Indiana (Connie Lawson)
 Secretary of State – Iowa (Paul Pate)
 Secretary of State – Kansas (Scott Schwab)
 Secretary of State – Kentucky (Michael Adams)
 Secretary of State – Louisiana (John Kyle Ardoin)
 Secretary of State – Maine (Matthew Dunlap)
 Secretary of State – Maryland (John C. Wobensmith)
 Secretary of State – Massachusetts (Bill Galvin)
 Secretary of State – Michigan (Jocelyn Benson)
 Secretary of State – Minnesota (Steve Simon)
 Secretary of State – Mississippi (Michael Watson)
 Secretary of State – Missouri (Jay Ashcroft)
 Secretary of State – Montana (Corey Stapleton)
 Secretary of State – Nebraska (Bob Evnen)
 Secretary of State – Nevada (Barbara K. Cegavske)
 Secretary of State - New Hampshire (William M. Gardner)
 Secretary of State - New Jersey (Tahesha Way)
 Secretary of State - New Mexico (Maggie Toulouse Oliver)
 Secretary of State - New York (Rossana Rosado)
 Secretary of State - North Carolina (Elaine Marshall)
 Secretary of State - North Dakota (Al Jaeger)
 Secretary of State – Ohio (Frank LaRose)

Secretary of State – Oklahoma (Michael Rogers)
 Secretary of State – Oregon (Bev Clarno)
 Secretary of State – Pennsylvania (Kathy Boockvar)
 Secretary of State - Rhode Island (Nellie Gorbea)
 Secretary of State - South Carolina (Mark Hammond)
 Secretary of State - South Dakota (Steve Barnett)
 Secretary of State – Tennessee (Tre Hargett)
 Secretary of State – Texas (Ruth Hughs)
 Secretary of State – Utah (Spencer Cox)
 Secretary of State – Vermont (Jim Condos)
 Secretary of State – Virginia (Kelly Thomasson)
 Secretary of State – Washington (Kim Wyman)
 Secretary of State - West Virginia (Mac Warner)
 Secretary of State – Wisconsin (Douglas J. La Follette)
 Secretary of State – Wyoming (Ed Buchanan)
 Securities and Exchange Commission (“SEC”)
 State of Alabama Consumer Protection Division
 State of Arizona Consumer Information and Complaints
 State of Arkansas Consumer Protection Division
 State of California Consumer Information Division
 State of Colorado Consumer Protection Section
 State of Connecticut Consumer Protection Division
 State of Delaware Consumer Protection Division
 State of Florida Consumer Protection Division
 State of Georgia Consumer Protection Division
 State of Hawaii Consumer Protection Division
 State of Idaho Consumer Protection Division
 State of Illinois Consumer Fraud Bureau
 State of Indiana Consumer Protection Division
 State of Iowa Consumer Protection Division
 State of Kansas Consumer Protection Division
 State of Kentucky Consumer Protection Division
 State of Louisiana Consumer Protection Section
 State of Maine Consumer Protection Division
 State of Maryland Consumer Protection Division
 State of Michigan Consumer Protection Division
 State of Minnesota Consumer Services Division
 State of Mississippi Consumer Protection Unit
 State of Missouri Consumer Protection Unit
 State of Nebraska Consumer Protection Division
 State of Nevada Consumer Protection Division
 State of New Hampshire Consumer Protection and Antitrust Bureau

State of New Jersey Consumer Affairs Division
 State of New Mexico Consumer Protection Division
 State of New York Consumer Protection Division
 State of North Carolina Consumer Protection Division
 State of Ohio Consumer Protection Section
 State of Oklahoma Consumer Protection Division
 State of Oregon Financial Fraud/Consumer Protection Section
 State of Pennsylvania Bureau of Consumer Protection
 State of Rhode Island Consumer Protection Division
 State of South Carolina Consumer Protection Division
 State of Tennessee Consumer Affairs Division
 State of Texas Consumer Protection Division
 State of Utah Consumer Protection Division
 State of Vermont Consumer Protection Division
 State of Virginia Consumer Protection Section
 State of Washington Consumer Protection Division
 State of Wisconsin Consumer Protection Division
 United States Attorney’s Office for the Southern District of Texas (the)
 United States Department of Agriculture
 United States Environmental Protection Agency

U.S. Attorney for the Southern District of Texas

Ryan Patrick

United States Trustee and Staff

Alicia McCullar (Trial Attorney)
 Barbara Griffin (Bankruptcy Analyst)
 Christy Simmons (Bankruptcy Analyst)
 Clarissa Waxton (Bankruptcy Analyst)
 Glenn Otto (Bankruptcy Analyst)
 Gwen Smith (Legal Assistant (Bankruptcy/OA))
 Hector Duran (Trial Attorney)
 Henry G. Hobbs, Jr. (U.S. Trustee)
 Jacqueline Boykin (Legal Data Technician)
 Jana Whitworth (Trial Attorney)
 Jayson B. Ruff (Trial Attorney)
 Linda Motton (Paralegal Specialist)
 Luci Johnson-Davis (Paralegal Specialist)

Patricia Schmidt (Legal Assistant
(Bankruptcy/OA))
Stephen Statham (Trial Attorney)

Court Contacts

Albert Alonzo
Ana Castro
Darlene Hansen
David J. Bradley
Jeannie Andresen
Jeannie Chavez
Kimberly Picota
LinhThu Do
Mario Rios
Rosario Saldana
Tracey Conrad
Tyler Laws
Vriana Portillo

Bankruptcy Judges

Chief Judge David R. Jones
Judge Christopher M. Lopez
Judge Eduardo V. Rodriguez
Judge Jeffrey P. Norman
Judge Marvin Isgur

Schedule 2

List of Parties in Interest, or Affiliates Thereof, That Currently or Formerly Engage(d) BRG, Sorted by Their Relationship with the Debtors¹

Equity Holders

Charles Schwab Investment Management, Inc.*
Metropolitan Life Insurance Company

Significant Shareholders

Charles Schwab Investment Management, Inc.*

Bonds / LOCs

Berkley Surety
Zurich American Insurance Company

Lenders

Bank of America, NA
Cadence Bank*
Capital One, National Association*
Citizens Bank, N.A.
Deutsche Bank AG New York Branch
Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas
Deutsche Mortgage & Asset Receiving Corporation
Goldman Sachs*
Goldman Sachs Commercial Mortgage Capital, LP*
Goldman Sachs Mortgage Company*
J.P. Morgan Chase Commercial Mortgage Securities Corp.
JP Morgan Chase Bank (CMBS)
JP Morgan Chase Bank, National Association
Key Bank National Association (CMBS)
Metropolitan Life Insurance Company
PNC Bank, National Association
Regions Bank (CMBS)*
Synovus Bank*
TD Bank, N.A.
Truist Bank
Truist Central Pennsylvania
Trustmark National Bank*
U.S. Bank, National Association
Wells Commercial Mortgage Trust 2016-C37
Wells Fargo Bank, National Association

Wells Fargo Commercial Mortgage Securities, Inc.
Wells Fargo Commercial Mortgage Servicing
Wilmington Trust, National Association*

Banks

BB&T
Citizens
Goldman Sachs*
Jefferies
PNC
PNC Bank, National Association
Regions Financial Corporation*
U.S. Bank, National Association
US Bank
Wells Fargo
Wells Fargo & Company (NYSE:WFC)

Parties to RSA

Aegon USA Investment Management, LLC
BP Holdings J LP
Oaktree Capital Management, LP
Pacific Investment Management Company LLC

Insurers

AIG Specialty Insurance Company
Allied World Assurance Company
Allied World National Assurance Company
Allied World Specialty Insurance Co.
Federal Insurance Company (Chubb)*
Fidelity and Deposit Company of Maryland, a subsidiary of Zurich Insurance Group AG
Liberty Insurance Underwriters, Inc.
Lloyd's
Lloyds Canopus
Navigators Insurance Company*
Ohio Casualty Insurance Company*
Travelers Casualty & Surety Company of America
Travelers Property Casualty Company
Zurich American Insurance Company

¹ Potential Parties in Interest marked with an asterisk (*) are related to closed matters.

Significant Litigation Counterparty

Department of Justice
Jones, Brenda*

Ordinary Course Professionals

CBRE Inc.*
CSC
Deloitte & Touche LLP*
Deloitte Tax LLP*
First American Title Insurance Company*
King & Spalding (Atlanta, Ga)*
Morgan Stanley Smith Barney Holdings LLC
NYSE *
Reed Smith, LLP (Pittsburgh, Pa)
S&P Global Market Intelligence (v0020720)
Transamerica Retirement Services

Non-Debtor Professionals

Jones Day

Contract Counterparties

Alliance
American Residential Services LLC Rescue
Rooter*
AT&T
CenturyLink*
CIGNA Group Insurance
Cincinnati Bell
Cintas
Coca-Cola North America Group
Deloitte & Touche LLP*
Deloitte Tax LLP*
Direct Energy*
DMX, Inc.
DMX, LLC dba Mood Media
Ecolab*
Evoqua Water Technologies
First American Title Insurance Company*
Johnson Controls Fire Protection
Massey Services, Inc.
Microsoft
Mood Media
Mood Media, Muzak, LLC
Morgan Stanley Smith Barney Holdings LLC
PricewaterhouseCoopers
Prudential (The Prudential Insurance Company
of America)
Republic Services, Inc.
S&P Global Market Intelligence (v0020720)
Safety-Kleen Systems
Sprint*

Thyssenkrupp Elevator Corp*
T-Mobile
Transamerica Retirement Services
United Healthcare Insurance Company
Verizon*
Verizon Wireless*
Waste Connections
Waste Connections of Tennessee Inc
Waste Management
Waste Management of North Huntingdon
Waste Management of VA
Waste Management of WI-MN, Inc
Wolters Kluwer/CCH*

Benefit Providers

CIGNA
CIGNA Group Insurance, Life Insurance Co. of
North America
Morgan Stanley
Prudential (The Prudential Insurance Company
of America)
State Street Bank and Trust Company*
Transamerica Retirement Services
United Healthcare
United Healthcare Insurance Company

Landlords

Bank of America Merrill Lynch Comm Mort TR
2015-UBS7 REMIC 1
Dillard Department Stores, Inc

UCC Lien Search Results

Bank of New York Trust Company National
Association
Branch Banking and Trust Company
CIBC Bank USA
Juan Gonzalez
Morgan Stanley Capital I Inc.
Morgan Stanley Senior Funding, Inc.
RBC Bank (USA)
Suntrust Bank

Competitors

Realty Income Corporation (NYSE:O)
Simon Property Group, Inc. (NYSE:SPG)
Strategic Hotels & Resorts LLC

Significant Customers

American Multi-Cinema, Inc.
Apple, Inc.*
Ascena Retail Group, Inc.

Barnes & Noble Inc.*
 Bed Bath & Beyond, Inc.
 Best Buy Co., Inc.
 CEC Entertainment, Inc.
 Christopher & Banks, Inc.
 Cinemark Corp.*
 Dillard's, Inc.
 H & M Hennes & Mauritz AB*
 JC Penney Co. Inc.*
 Jill Acquisition, LLC*
 LVMH Moet Hennessy Louis Vuitton
 Macy's Inc.
 Michaels
 New rue21, LLC*
 New York & Company, Inc.
 Pandora Ventures, LLC*
 Petsmart, Inc.
 Pier 1 Imports - Southeast Inc*
 Ross Stores, Inc.
 Sears
 Sprint Corporation*
 Stage Stores, Inc.
 Starbucks Corporation
 Tailored Brands, Inc.
 U. S. Government
 VF Corporation*
 Williams-Sonoma, Inc.*

Vendors

American Multi-Cinema, Inc.
 CBRE Inc.*
 Cigna Group Insurance
 Deloitte & Touche LLP*
 Deloitte Tax LLP*
 Direct Energy Business*
 Duke Energy
 Duke Energy Corp.
 Duke Energy Progress, Inc.
 Duke Energy Progress, Inc. dba Duke Energy
 Progress
 Duke Power
 Entergy*
 Entergy Arkansas, Inc. dba Entergy *
 H & M Hennes & Mauritz, L.P.*
 H&M *
 Hagens Berman Sobol Shapiro LLP*
 Johnson Controls Fire Protection
 King & Spalding LLP*
 Microsoft
 Microsoft Corporation
 NRG Energy, Inc.*

Transamerica
 U.S. Bank, National Association

Utility Providers

Ameren Illinois
 Ameren Missouri
 AT&T
 AT&T - GA
 AT&T Mobility
 AT&T TeleConference Services
 CenturyLink*
 Cincinnati Bell Telephone
 Columbia Gas of Kentucky Inc
 Columbia Gas of Pennsylvania
 Columbia Gas of Virginia Inc
 Commonwealth Edison Company - ComEd*
 Constellation New Energy Inc.
 Direct Energy Business*
 Dominion Energy
 Dominion Energy North Carolina
 Duke Energy Corp.
 Duke Energy Progress, Inc.
 Duke Power
 Entergy*
 Greystone Power Corporation*
 Johnson Controls, Inc.
 Nicor Gas*
 Republic Services, Inc.
 Southern California Gas Company
 Sprint*
 Time Warner Cable*
 T-Mobile
 Verizon*
 Verizon Communications Inc*
 Verizon Wireless*

Professional Affiliations

AVAYA*
 Goldman Sachs & Co. LLC *
 NEIMAN MARCUS
 Petsmart, Inc.
 Realty Income Corporation (NYSE:O)
 RUE21 *
 Target Corporation (NYSE:TGT)
 The Goldman Sachs Group, Inc. (NYSE:GS)*
 WASHINGTON UNIVERSITY
 Wells Fargo & Company (NYSE:WFC)
 Wells Fargo Real Estate Group

Taxing Authorities

Brevard County

California Franchise Tax Board*
California Secretary of State
City of Raleigh
Commonwealth of VA.*
Department of Homeland Security
Georgia Department of Revenue
Illinois Department of Revenue*
Illinois Secretary of State*
Illinois State Treasurer's Office*
Maryland Comptroller*
Maryland Revenue*
New York State Department of Transportation*
State of Alabama
State of California
State of Michigan
Treasurer, State of Illinois*

Regulatory and Government

Attorney General – Alabama (Steve Marshall)
Attorney General – California (Xavier Becerra)
Attorney General – Georgia (Chris Carr)

Attorney General – Hawaii (Clare Connors)
Attorney General – Illinois (Kwame Raoul)*
Attorney General – Maryland (Brian Frosh)*
Attorney General - New York (Tish James)
Attorney General - North Carolina (Josh Stein)
Attorney General – Utah (Sean D. Reyes)*
Pension Benefit Guaranty Corporation
 (“PBGC”)*
Secretary of State – Alabama (John Merrill)
Secretary of State – Arizona (Katie Hobbs)
Secretary of State – California (Alex Padilla)
Secretary of State – Georgia (Brad
 Raffensperger)
Secretary of State – Hawaii (Josh Green)
Secretary of State – Illinois (Jesse White)*
Secretary of State – Maryland (John C.
 Wobensmith)*
Secretary of State - North Carolina (Elaine
 Marshall)
Secretary of State – Utah (Spencer Cox)*
United States Environmental Protection Agency