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Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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	:	
In re	:	Chapter 11
	:	
GENERAL GROWTH	:	
PROPERTIES, INC., et al.,	:	Case No. 09-11977 (ALG)
	:	
Debtors.	:	Jointly Administered
	:	
-----X		

**NOTICE OF FILING TENTH ADDENDUM TO PLAN SUPPLEMENT TO
PLAN DEBTORS' JOINT PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that the Plan Debtors¹ hereby file their *Tenth Addendum to Plan Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (the "Tenth Addendum"). The Tenth Addendum further supplements the *Plan Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated December 4, 2009 (the "Initial Plan Supplement"), the *First Addendum to Plan Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated December 8, 2009 (the "First Addendum"), the *Second Addendum to Plan Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated December 9, 2009 (the "Second Addendum"), the *Third Addendum to Plan Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 3660], dated December 1, 2009 (as amended, the "Plan").



December 9, 2009 (the “Third Addendum”), the *Fourth Addendum to Plan Supplement to Plan Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated December 10, 2009 (the “Fourth Addendum”), the *Fifth Addendum to Plan Supplement to Plan Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated December 11, 2009 (the “Fifth Addendum”), the *Sixth Addendum to Plan Supplement to Plan Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated December 14, 2009 (the “Sixth Addendum”), the *Seventh Addendum to Plan Supplement to Plan Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated December 15, 2009 (the “Seventh Addendum”), the *Eighth Addendum to Plan Supplement to Plan Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated December 15, 2009 (the “Eighth Addendum”), and the *Amended Ninth Addendum to Plan Supplement to Plan Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated December 17, 2009, (the “Ninth Addendum,” and collectively with the Initial Plan Supplement, the First Addendum, the Second Addendum, the Third Addendum, the Fourth Addendum, the Fifth Addendum, the Sixth Addendum, the Seventh Addendum, the Eighth Addendum, and the Tenth Addendum, the “Plan Supplement”).

PLEASE TAKE NOTICE that, on December 15, 2009, the Bankruptcy Court held a hearing to consider confirmation of the Plan (the “Confirmation Hearing”), and entered an order confirming the Plan with respect to certain Plan Debtors [Docket No. 3915] (the “Confirmation Order”), excluding those Plan Debtors identified on Exhibit A hereto.

PLEASE TAKE FURTHER NOTICE that the Tenth Addendum relates only to those Plan Debtors identified on Exhibit A hereto.

PLEASE TAKE FURTHER NOTICE that the documents contained in the Plan Supplement, a list of which is attached hereto, are integral to and part of the Plan and shall be deemed approved by the Confirmation Order. The Plan Debtors identified on Exhibit A hereto, subject to the terms of the Plan, reserve the right to alter, amend, modify, or supplement any document in this Plan Supplement.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement may be viewed for free at the website of the Plan Debtors’ voting and claims agent, Kurtzman Carson Consultants, LLC (“KCC”) at <http://www.kccllc.net/GeneralGrowth> or for a fee on the Court’s website at www.nysb.uscourts.gov. To access documents on the Bankruptcy Court’s website, you will need a PACER password and login, which can be obtained at <http://www.pacer.psc.uscourts.gov>. To obtain hard copies of the Plan Supplement, please contact KCC at (888) 830-4665 or by email at ggp_info@kccllc.com.

PLEASE TAKE FURTHER NOTICE that a hearing to consider confirmation of the Plan (the “Confirmation Hearing”) with respect to certain of the Plan Debtors identified on Exhibit A hereto shall be held on **December 22, 2009 at 2:30 p.m. (prevailing Eastern Time)** before the Honorable Allan L. Gropper, United States Bankruptcy Judge, in Room 617 of the United States Bankruptcy Court for the Southern

District of New York, One Bowling Green, New York, New York 10004. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Plan Debtors in open court of the adjourned date(s) at the Confirmation Hearing or any continued hearing.

Dated: New York, New York
December 20, 2009

/s/ James H.M. Sprayregen, P.C.

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Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
GENERAL GROWTH :
PROPERTIES, INC., *et al.*, : Case No. 09-11977 (ALG)
Debtors. : Jointly Administered
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TENTH ADDENDUM TO PLAN SUPPLEMENT
TO PLAN DEBTORS' JOINT PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

INDEX OF PLAN SUPPLEMENT MATERIALS

SECURED DEBT RELATED DOCUMENTS	DATE FILED	SUPPLEMENTED OR AMENDED
Exhibit 1 - Property-Specific Exhibit "B" to the Plan	12/11/2009	12/15/2009 (3); 12/17/2009; 12/20/2009
CONTRACT RELATED DOCUMENTS		
Exhibit 2 - Executory Contract and Property Document Assumption Schedule	12/4/2009	12/8/2009; 12/9/2009 (2); 12/10/2009; 12/14/2009; 12/17/2009; 12/20/2009
Exhibit 3 - Executory Contract and Property Document Rejection Schedule	12/4/2009	12/8/2009; 12/9/2009 (2); 12/10/2009; 12/17/2009; 12/20/2009
Exhibit 4 - Executory Contract and Property Document Expired Schedule	12/4/2009	12/8/2009; 12/9/2009 (2); 12/10/2009; 12/14/2009; 12/17/2009; 12/20/2009
CORPORATE GOVERNANCE DOCUMENTS		
Exhibit 5 - Forms of Restated Charters, Bylaws, Partnerships, Operating agreements, or Trust Agreements, as applicable to Plan Debtor	12/10/2009	
Exhibit 6 - Plan Debtor's Directors and Officers Following Effective Date	12/10/2009	12/17/2009; 12/20/2009
Exhibit 7 - Insiders Employed By Plan Debtor Post Effective Date and Employment Terms	12/10/2009	
MISCELLANEOUS		
Exhibit 8 - Disputed Mechanics' Lien Schedule	12/4/2009	12/8/2009; 12/9/2009 (2); 12/10/2009; 12/17/2009; 12/20/2009

Exhibit A

Plan Debtor	Case No.	LID	Project
Burlington Town Center II LLC	09-12477 (ALG)	30	Burlington Town Center
Chico Mall, L.P.	09-11988 (ALG)	681	Chico Mall
Chico Mall L.L.C.	09-12084 (ALG)	680	Chico Mall
Fox River Shopping Center, LLC	09-12113 (ALG)	519	Fox River Shopping Center
Baltimore Center Associates Limited Partnership	09-12006 (ALG)	154	Gallery at Harborplace
Baltimore Center Garage Limited Partnership	09-12007 (ALG)	160	Gallery at Harborplace
Baltimore Center, LLC	09-12063 (ALG)	153	Gallery at Harborplace
GGP-Mall of Louisiana II, L.P.	09-12482 (ALG)	658	Mall of Louisiana
GGP-Mall of Louisiana, Inc.	09-12478 (ALG)	656	Mall of Louisiana
GGP-Mall of Louisiana, L.P.	09-12018 (ALG)	657	Mall of Louisiana
Mall of Louisiana Holding, Inc.	09-12191 (ALG)	659	Mall of Louisiana
Lancaster Trust	09-12473 (ALG)	24	Park City Center
Parcit-IIP Lancaster Venture	09-12486 (ALG)	23	Park City Center
Parcity L.L.C.	09-12487 (ALG)	748	Park City Center
Parcity Trust	09-12488 (ALG)	22	Park City Center

Plan Debtor	Case No.	LID	Project
Park City Holding, Inc.	09-12489 (ALG)	747	Park City Center
PC Lancaster L.L.C.	09-12490 (ALG)	749	Park City Center
PC Lancaster Trust	09-12491 (ALG)	21	Park City Center
Providence Place Holdings, LLC	09-12233 (ALG)	248	Providence Place
Rouse Providence LLC	09-12252 (ALG)	247	Providence Place
Stonestown Shopping Center, L.P.	09-12283 (ALG)	714	Stonestown Shopping Center
Stonestown Shopping Center Holding L.L.C.	09-12479 (ALG)	712	Stonestown Shopping Center
Stonestown Shopping Center L.L.C.	09-12282 (ALG)	713	Stonestown Shopping Center
Land Trust No. FHB-TRES 200601	09-12185 (ALG)	809	Victoria Ward Warehouse / Plaza
Ward Plaza-Warehouse, LLC	09-12313 (ALG)	719	Victoria Ward Warehouse / Plaza
White Marsh General Partnership	09-12000 (ALG)	121	White Marsh Mall
White Marsh Mall Associates	09-12001 (ALG)	119	White Marsh Mall
White Marsh Mall LLC	09-12317 (ALG)	118	White Marsh Mall
White Marsh Phase II Associates	09-12002 (ALG)	120	White Marsh Mall
The Woodlands Mall Associates, LLC	09-12323 (ALG)	504	Woodlands Mall

EXHIBIT 1

PROPERTY-SPECIFIC EXHIBIT “B” TO THE PLAN

The Plan Debtors expressly reserve the right to alter, amend, modify, or supplement the Property-Specific Exhibit “Bs” to the Plan at any time up to and including the Effective Date.

The Secured Debt Holders shall be treated as set forth on the Exhibit B to the Plan that relates to its specific property, and all terms in such Exhibit B are incorporated by reference in the Plan. If any inconsistency exists between the terms and provisions of Exhibit B to the Plan and those of any part of the Plan, then the terms and provisions of Exhibit B to the Plan shall be controlling.

By this Tenth Addendum to the Plan Supplement to the Plan Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, Exhibit B of the Plan for each of the Plan Debtors: White Marsh General Partnership, White Marsh Mall Associates, White Marsh Mall LLC, and White Marsh Mall, is hereby amended and supplemented.

Class B: 121, 119, 118, and 120
Property: White Marsh Mall

EXHIBIT B

The following terms apply only to the treatment of those holders of Class B Secured Debt Claims against the above-referenced Plan Debtor as referenced in Section 4.2(b) of the Plan.¹ If any conflict exists between the terms and provisions of this Exhibit B and those of any other part of the Plan, then the terms and provisions of this Exhibit B shall be controlling. Additional terms agreed upon in the term sheets will be set forth in the exhibits attached hereto. Final agreement on the form of the Amended Credit Documents (as defined below) is a prerequisite to all the provisions hereof and this Exhibit B may be modified or superseded by the provisions contained therein, and there is no final agreement hereto until final agreement on the form of the Amended Credit Documents.

ARTICLE I

CONDITIONS PRECEDENT

The Effective Date shall not occur and the Plan shall not become effective unless and until the following conditions (in addition to the conditions set forth in Section 9.1 of the Plan) are satisfied in full or waived in accordance with Section 9.2 of the Plan:

- (i) the approval of the board of directors of the Plan Debtor;
- (ii) the approval of the Secured Debt Holders, its credit committees, controlling class representatives, and/or B or junior noteholders, as applicable;
- (iii) the form of documents to be executed on or after the Effective Date, but agreed upon as to form prior to the Confirmation Date as set forth on Exhibit 3 shall have been approved by the parties (the “Post-Effective Date Documents”);
- (iv) payment of all amounts required to be paid on or before the Effective Date in accordance with Article 4 of the Plan;
- (v) payment of all Deferred Amounts (as defined in Section 2.1 of this Exhibit B) in accordance with Article II of this Exhibit B; and
- (vi) satisfaction of all conditions of effectiveness under the Amended Credit Documents (as defined in Section 2.2 of this Exhibit B).

¹ All capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Plan.

ARTICLE II

ALLOWANCE AND TREATMENT OF CLASS B SECURED DEBT CLAIMS

2.1 *Allowed Class B Secured Debt Claims*

On the Effective Date, each Secured Debt Claim shall be Allowed in the amount of the outstanding principal balance as referenced in the Loan Modification Agreement (as defined in Section 2.2 of this Exhibit B), plus (i) any accrued and unpaid amortization and (ii) the aggregate amount of all Secured Debt Holder's Expenses that accrue prior to the Effective Date of the Plan ((i) and (ii) collectively, the "Deferred Amounts"). The Plan Debtor shall pay all such Deferred Amounts upon the Effective Date of the Plan.

2.2 *Treatment of Class B Secured Debt Claims*

On the Effective Date and in addition to the Deferred Amounts, the Secured Debt Holder shall receive on account of its Allowed Secured Debt Claims (including the Deferred Amounts): (a) an amended and restated note or notes (the "Amended Note"), which memorializes the new amortization schedule, maintains the current, non-default, non-hyperamortization contract rate of interest that was, or would have been, payable on the loan, taken as a whole, immediately prior to the Plan Debtor's bankruptcy filing, and sets the maturity date as September 1, 2016, in accordance with the schedule attached hereto as Exhibit 1 (the "Amortization and Extended Maturity Date Schedule"), secured by a duly perfected and continuing lien with the same lien priority as of the Commencement Date and subject to Permitted Encumbrances (as defined in the Secured Debt Holder's prepetition loan documents (the "Loan Documents"), as modified by the Loan Modification Agreement (as defined below)), amending and restating the prepetition note(s) that are part of the Loan Documents (collectively, the "Existing Note"), and (b) a loan modification agreement in the form attached hereto as Exhibit 2 (the "Loan Modification Agreement") and other amended Loan Documents in the forms agreed upon by the Secured Debt Holder and the Plan Debtor as listed in Exhibit 3 (together with the Amended Note, the "Amended Credit Documents" and, together with the Loan Documents, the "Secured Debt Loan Documents").

2.3 *Acknowledgement of Class B Secured Debt Claims*

The Plan Debtors, on behalf of themselves and all Persons claiming by or through the Plan Debtors, acknowledge that each of the Secured Debt Loan Documents executed in connection with the Secured Debt Claims is the legal, binding and valid obligation of the applicable Plan Debtor and, upon the occurrence of the Effective Date, the applicable Plan Debtor, subject to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and that the Liens on the Collateral securing the Secured Debt Claims are, and following consummation of the transactions contemplated by the Plan, will remain, duly perfected and unavoidable as a continuing lien with the same lien priority as existed on the Commencement Date and subject to Permitted Encumbrances (as defined in the Secured Debt Loan Documents). Any right to seek the avoidance or subordination of such Lien, pursuant to the Bankruptcy Code or applicable non-bankruptcy law, is irrevocably waived by each of the Plan Debtors on behalf of themselves and all Persons claiming by or through the Plan Debtors. Each of the applicable Plan Debtors does not and, upon the occurrence of the Effective Date, the

Class B: 121, 119, 118, and 120
Property: White Marsh Mall

applicable Plan Debtors will not, have any defenses or offsets (whether by way of setoff, recoupment or otherwise) to the enforceability of the Secured Debt Loan Documents. Any such defenses or offsets are, effective as of the Confirmation Date but subject to the occurrence of the Effective Date, irrevocably waived by each of the Plan Debtors on behalf of themselves and all Persons claiming by or through the Plan Debtors, and none of the Plan Debtors or any other Person will or may assert such defense (including any right of setoff or recoupment).

ARTICLE III

TOPCO EMERGENCE

“TopCo Emergence,” as used herein, but referred to in the Loan Modification Agreement as the “Outside Emergence Date,” shall mean the earlier of (a) the effective date of confirmed chapter 11 plans of reorganization to be filed by General Growth Properties, Inc. and GGP Limited Partnership (collectively, “TopCo”) and (b) December 31, 2010, as the latter date may be extended by the Plan Debtor to March 31, 2011 upon payment to the Secured Debt Holder of an extension fee equal to twenty-five hundredths of a percent (0.25%) of the then current outstanding balance of the Amended Note. Failure of TopCo Emergence to occur by December 31, 2010 (as the same may be extended) shall not constitute an “Event of Default” under the applicable Amended Credit Documents; provided, however, that the failure of any condition, delivery deadline or obligation that must occur with reference to the date of TopCo Emergence will constitute an “Event of Default” if not satisfied within the applicable time frame provided for in the Plan or Amended Credit Documents.

ARTICLE IV

FEES AND EXPENSES

4.1 *Modification Fees*

On the Effective Date, the Plan Debtor shall pay 125 basis points (1.25%) of outstanding unpaid principal balance of the Amended Note (“UPB”) as of the Effective Date to the Secured Debt Holder.

4.2 *Expenses*

(a) The Plan Debtor will reimburse the Secured Debt Holder on the Effective Date, and subsequently as incurred, for all reasonable out of pocket fees, costs and expenses incurred by the Secured Debt Holder in connection with the Chapter 11 Case, Existing Defaults (as defined in the Loan Modification Agreement), Waived Defaults (as defined in the Loan Modification Agreement), modification of the Loan, enforcement of the Secured Debt Holder’s rights under the Loan Documents and the Amended Credit Documents and negotiation, drafting and compliance with the Loan Modification Agreement, including all reasonable out of pocket attorneys’ fees and disbursements incurred by the Secured Debt Holder, title charges and the cost of any appraisal of the Property (as defined in the Loan Modification Agreement) performed on the Secured Debt Holder’s behalf, together with all other costs and expenses incurred by or on behalf of the Secured Debt Holder for which Plan Debtor is obligated to reimburse the Secured Debt Holder under the Loan Documents or the Amended Credit Documents (the “Secured Debt Holder’s Expenses”).

Class B: 121, 119, 118, and 120

Property: White Marsh Mall

(b) In addition, the Plan Debtor will reimburse the Secured Debt Holder for all of the Secured Debt Holder's Expenses incurred in connection with the modification of the cash management provisions as set forth herein and any other post-modification actions required to ensure compliance with the provisions of the Plan or the requirements of the Amended Credit Documents.

(c) Except as specifically set forth in the Plan, the Plan Debtor will not be responsible for payment of default interest, late charges, or any other late fees or penalties arising or accruing prior to the Effective Date.

(d) Any fees and expenses payable by the Plan Debtor shall not be applied to reduce the outstanding indebtedness under the Amended Credit Documents.

ARTICLE V

TREATMENT OF EXISTING CREDIT ENHANCEMENT CLAIMS AND PLAN SUPPORT OBLIGATIONS

5.1 *Treatment of Existing Credit Enhancement Claims*

(a) The guaranties, indemnities, master leases, or other credit enhancements made in connection with the Loan (collectively, "Existing Credit Enhancements") provided by those parties identified on Exhibit 4 attached hereto (the "Debtor Guarantors"), existing as of the Commencement Date, and to the extent such Existing Credit Enhancements have not since terminated pursuant to their respective terms, shall be treated as follows in any chapter 11 plan for the Debtor Guarantors (the "Debtor Guarantor Plan"): in full and final satisfaction, settlement, release, and discharge of and in exchange for each Claim arising from the Existing Credit Enhancements (i) the Secured Debt Holder and the Plan Debtor shall acknowledge in writing any reduction (i.e., burn off) which has occurred in accordance with its terms of any obligation under any Existing Credit Enhancement and any termination of any former guaranty, indemnity, master lease, or other credit enhancement; (ii) in connection with the emergence of any Debtor Guarantor from chapter 11, such Debtor Guarantor shall have the right (but not the obligation) to terminate any Existing Credit Enhancement issued by such Debtor Guarantor provided that the Plan Debtor shall cause a Qualified Guarantor (as defined in Section 5.2(b) of this Exhibit B) to issue a replacement guaranty, indemnity, or other credit enhancement (each a "Replacement Credit Enhancement") in form and substance (including as to obligation type and amount) identical to the Existing Credit Enhancements that are being terminated (except any and all financial covenants, if any, may be modified and such other nominal changes may be made as are necessary to reflect the name of the replacement guarantor and the Loan Modification Agreement); and (iii) solely with respect to recourse guarantees, in connection with any voluntary principal paydown of a loan (exclusive of scheduled amortization) by the Plan Debtor as permitted under the Amended Credit Documents (each a "New Principal Reduction"), the existing cap of maximum liability under Existing Credit Enhancements or Replacement Credit Enhancements for such loan, if any, (excluding guarantees provided with respect to ground lease payments due to third party ground lessors) shall be reduced by \$1 for each \$1 of New Principal Reduction and, with respect to master leases, the rental obligation thereunder shall be adjusted appropriately to reflect such New Principal Reduction.

Class B: 121, 119, 118, and 120

Property: White Marsh Mall

(b) The termination of the Existing Credit Enhancements and replacement with the Replacement Credit Enhancements under the Plan shall render the Existing Credit Enhancements impaired under section 1124 of the Bankruptcy Code. Except with respect to the foregoing termination of the Existing Credit Enhancements and replacement with the Replacement Credit Enhancements, the Existing Credit Enhancements shall not otherwise be impaired within the meaning of section 1124 of the Bankruptcy Code. This section 5.1 and the execution and delivery on or before the Effective Date of the consent and acknowledgement of the Debtor Guarantor required to be delivered by and as part of the Loan Modification Agreement, shall not shall elevate or alter the status or priority of any claims of the Secured Debt Holder under Existing Credit Enhancements within the context of the Chapter 11 Case of such Debtor Guarantor; provided, however, that if the underlying act, event or omission giving rise to any liability or assertion of liability shall have occurred (or failed to occur) prior to the effective date of the chapter 11 plan of such Debtor Guarantor or Qualified Guarantor, as the case may be, such fact, subject to any applicable statutes of limitations and repose, shall not be a defense to, or otherwise limit, the enforcement of, or liability under, such Replacement Credit Enhancement (or such Existing Credit Enhancement if not terminated and replaced by a Replacement Credit Enhancement) on and after the effective date of the chapter 11 plan of the Qualified Guarantor that has executed and delivered such Replacement Credit Enhancement (or the Debtor Guarantor if such Existing Credit Enhancement has not been terminated and replaced by a Replacement Credit Enhancement).

5.2 *Post-Effective Date Obligations*

(a) On or before the later of (a) one hundred twenty (120) days after the Effective Date or (b) the TopCo Emergence: (x) Plan Debtor and Secured Debt Holder shall execute and deliver amendments to the Amended Credit Documents as enumerated in Exhibit 3, in the forms agreed upon in writing by the Plan Debtor and the Secured Debt Holder prior to Confirmation Date, as necessary to (i) modify the Amended Credit Documents so that the “Cash Management System” (as defined in the Loan Modification Agreement) will serve as the Cash Management System under the Amended Credit Documents from and after TopCo Emergence and require the Plan Debtor to deliver periodic reporting and such other information as may be reasonably requested by the Secured Debt Holder with respect to such Cash Management System; (ii) modify the reserve requirements set forth in the Loan Modification Agreement to the extent necessary to permit the use of such Cash Management System and to implement the requirement for the Plan Debtor to fund a new “Dark Anchor Reserve” from and after TopCo Emergence in accordance with the terms and conditions set forth in Exhibit C of the Loan Modification Agreement; and (iii) clarify that in calculating the “Debt Service Coverage Ratio” (as defined in the Loan Modification Agreement), any new or increased amortization payable by the Plan Debtor pursuant to the Amended Note shall be included and no loan constant shall be assumed; and (y) the Plan Debtor shall cause one or more Qualified Guarantors who control the funds on deposit in the concentration accounts of the Cash Management System to issue a non-recourse carveout guaranty, substantially in the form to be agreed upon by the Plan Debtor and the Secured Debt Holder prior to the Effective Date, for cash sent up to concentration accounts and not applied toward payment of costs and expenses incurred by or on behalf of the Plan Debtor in connection with the ownership, operation, development, use, alteration, repair, improvement, leasing, maintenance and management of the Property, including real estate taxes, insurance premiums, ground lease payments, capital contributions made to or for the benefit of the Plan Debtor, or the Property (collectively, “Property Expenses”) by the controlling entity of

Class B: 121, 119, 118, and 120

Property: White Marsh Mall

such concentration accounts at a time when there is sufficient cash flow from the Property for such purpose, provided that such guaranty shall be limited to any accrued and unpaid Property Expenses.

(b) A “Qualified Guarantor” shall mean any Affiliate (as defined in the Amended Credit Documents) of the Plan Debtor having a minimum net worth of \$250 million as calculated immediately after the date that such Affiliate emerges from bankruptcy.

5.3 Plan Support Obligations

(a) Consenting Secured Debt Holders agree to (i) support the Debtor Guarantor Plan to the fullest extent permitted under applicable law; (ii) refrain from proposing or supporting a Debtor Guarantor Plan other than the Debtor Guarantor Plan as filed by the Debtor Guarantors; and (iii) except as set forth in subsection (c) below, not object to the Debtor Guarantor Plan as filed by the Debtor Guarantors or take any action directly or indirectly inconsistent with the terms and conditions of such Debtor Guarantor Plan or that would unreasonably delay confirmation or consummation of such Debtor Guarantor Plan.

(b) The respective obligations of the consenting Secured Debt Holders or other terms or provisions set forth above (the “Plan Support Obligations”) to support the Debtor Guarantor Plan and to facilitate its confirmation and consummation as provided herein are intended as binding commitments enforceable in accordance with their terms. If the Plan Debtors or the Secured Debt Holders (collectively, the “Parties”) breach any of the Plan Support Obligations, the Parties may bring an action for specific performance. It is understood and agreed by each of the Parties that (i) money damages would not be a sufficient remedy for any breach of the Plan Support Obligations by any Party and in any event is not a remedy available under the terms herein, (ii) each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, and (iii) the right of a non-breaching Party not to perform if a Party breaches any of the Plan Support Obligations set forth above is a cumulative remedy to specific performance.

(c) Nothing in this Exhibit B or the Plan shall preclude the Secured Debt Holders from objecting to the Debtor Guarantor Plan in order to enforce the terms of (i) a confirmed Plan of any one or more of the Plan Debtors, (ii) any of the Amended Credit Documents, (iii) Post-Effective Date Documents, or (iv) agreements made by the Debtor Guarantors.

ARTICLE VI

MOST FAVORED NATIONS

6.1 Most Favored Nations Modifications

In the event that the “most favored nations” proposal that affiliates of the Plan Debtor have provided to the lenders represented by Bryan Cave LLP and Venable LLP (the “MFN Lenders”) is triggered, such that the amended loan documents with those MFN Lenders will be amended to address the new terms that triggered such proposal, then the Loan Documents would be further amended to reflect such new terms.

Class B: 121, 119, 118, and 120
Property: White Marsh Mall

6.2 Retention of Jurisdiction

In addition to any matters set forth in Section 11.1 of the Plan and notwithstanding the entry of the Confirmation Order, the Bankruptcy Court shall retain jurisdiction regarding all disputes relating to any matters arising under this Article V, including disputes in determining the economic impact of agreed economic modified terms and whether the agreed modified economic terms are more favorable than the terms for the Amended Credit Documents.

ARTICLE VII

ADDITIONAL SECURED DEBT HOLDER PROTECTIONS

7.1 Revision of Secured Debt Loan Documents Regarding Bankruptcy Remoteness, Automatic Stay, and Other Miscellaneous Provisions.

As reflected in the Amended Credit Documents or the Post-Effective Date Documents as the case may be, the Loan Documents and the organizational documents of the Plan Debtor will be revised as of the Effective Date to include the following:

(a) to the extent the Plan Debtor or an equity owner of the Plan Debtor is required to be an SPE Party (as defined in Section 7.2 of this Exhibit B), (i) there shall be at least two duly appointed Independent Directors (as defined in Section 7.3 of this Exhibit B) on the board of managers, directors or trustees, as the case may be, of the SPE Party, (ii) the Secured Debt Holder shall have the right to consent to any new or replacement Independent Directors, which consent (A) shall be deemed given in the event that such Independent Directors are provided by a Corporate Services Provider (as defined in Section 7.4 of this Exhibit B), but the Plan Debtor will be required to give the Secured Debt Holder at least fifteen (15) Business Days' prior written notice of same except to the extent such replacement was effected by the Corporate Services Provider, provided that the Plan Debtor shall instruct any Corporate Services Provider engaged by the Plan Debtor to provide independent notice to the Secured Debt Holder of any such replacement by such Corporate Services Provider, or (B) may not be unreasonably withheld, conditioned, or delayed, in the event that such Independent Directors do not meet the requirements of clause (A); and (iii) the requirement that the Plan Debtors be a Delaware limited liability company and that its organizational documents contain the "Delaware Independent Manager Provisions" (as set forth in Section 7.6 of this Exhibit B);

(b) upon a "Subsequent Bankruptcy Event" (as defined below in Section 7.7 of this Exhibit B), then (i) relief from the automatic stay arising under section 362 of the Bankruptcy Code shall automatically be granted in favor of the Secured Debt Holder, its successors and/or assigns, and the Plan Debtor (A) shall consent to and not contest or oppose any motion made by the Secured Debt Holder for such relief and shall not seek to reinstate the automatic stay pursuant to section 105 or any other provision of the Bankruptcy Code, and (B) acknowledges and agrees that the occurrence or existence of an Event of Default (as defined in the Loan Modification Agreement) shall, in and of itself, constitute "cause" for relief from the automatic stay pursuant to section 362(d)(1) of the Bankruptcy Code, and (ii) the Plan Debtor shall not be entitled to the extension of the maturity date of the Loan provided for in the Loan Modification Agreement; and

Class B: 121, 119, 118, and 120

Property: White Marsh Mall

(c) the requirement that upon TopCo Emergence, the ultimate parent of the Plan Debtor (which shall be a Qualified Guarantor) shall deliver one or more non-recourse carveout guarantees (the “Non-Recourse Carveout Guarantees”) providing for (i) full recourse to such entity in connection with the Loan following (A) the Plan Debtor filing a voluntary petition, or joining in, soliciting, or instigating the filing of an involuntary petition against the Plan Debtor (other than in participation with the Secured Debt Holder), after the Effective Date under the Bankruptcy Code or any other federal or state bankruptcy or insolvency law; (B) the Plan Debtor failing to secure the dismissal of (within 180 days) an involuntary petition after the Effective Date against the Plan Debtor under the Bankruptcy Code or any other federal or state bankruptcy or insolvency law, or solicits or causes to be solicited petitioning creditors (other than the Secured Debt Holder) for any involuntary petition against the Plan Debtor; (C) the Plan Debtor making a general assignment after the Effective Date for the benefit of creditors, or admits, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due; or (D) intentional interference with the Secured Debt Holder’s exercise of remedies, including contesting foreclosure or the assertion of counterclaims, following an Event of Default after the Effective Date, and (ii) liability to the extent of loss for Standard Non-Recourse Carveouts (as defined in Section 7.5 of this Exhibit B), such losses to include the failure to recover all outstanding principal, interest, and other amounts owing to the Secured Debt Holder, including all fees, costs, and expenses (including attorneys’ fees and disbursements) resulting from the Plan Debtor’s actions.

7.2 SPE Party

The term “SPE Party” shall have the meaning ascribed to it in the Loan Modification Agreement.

7.3 Independent Director

The term “Independent Director” shall mean an independent manager, independent director or independent trustee, as the case may be, each of which shall be a natural Person who (A) is approved by the Secured Debt Holder, such approval not to be unreasonably withheld, conditioned or delayed or (B) (I) is provided by a Corporate Services Provider (as defined in Section 7.4 of this Exhibit B), and (II) is not at any time while serving as a manager, director or trustee of the Plan Debtor, and has not been at any time during the preceding three (3) years: (a) a manager, director, trustee (with the exception of serving as an independent manager, independent director or independent trustee, as the case may be, of the Plan Debtor or any Affiliate of the Plan Debtor), stockholder, officer, employee, partner, member, attorney or counsel of the Plan Debtor or an Affiliate of the Plan Debtor; (b) a creditor, customer, supplier or other Person who derives any of its purchases or revenues from its activities with the Plan Debtor or an Affiliate of the Plan Debtor (except for (i) fees received for acting as an independent manager, independent director or independent trustee of the Plan Debtor or any Affiliate of the Plan Debtor, and (ii) any fees paid by the Plan Debtor or any Affiliate of the Plan Debtor to the Corporate Services Provider for independent manager, director or trustee services or for other miscellaneous corporate services); (c) a Person controlling, controlled by or under common control with the Plan Debtor or any Affiliate of the Plan Debtor or any such stockholder, partner, member, creditor, customer, supplier or other Person (provided that acting as an independent manager, independent director or independent trustee of the Plan Debtor or any Affiliate of the Plan Debtor shall not constitute control of the Plan Debtor or any such Affiliate of the Plan Debtor); or (d) a member of the immediate family by blood, marriage or otherwise, of any such

Class B: 121, 119, 118, and 120

Property: White Marsh Mall

stockholder, director, manager, officer, employee, partner, member, creditor, customer, supplier or other Person.

7.4 Corporate Services Provider

The term “Corporate Services Provider” shall mean one of the following nationally-recognized companies that provides professional independent managers, directors and/or trustees: (i) Corporation Services Company, (ii) CT Corporation, (iii) National Registered Agents, Inc., and (iv) Independent Director Services, Inc. (provided that the Plan Debtor and the Secured Debt Holder may add or replace, by mutual agreement, any one or more of the foregoing Corporate Services Providers with other nationally-recognized companies that have been used by other borrowers for commercial mortgage loans).

7.5 Standard Non-Recourse Carveouts

The term “Standard Non-Recourse Carveouts” shall mean (i) fraud, intentional misrepresentation or willful misconduct, including RICO claims, (ii) misapplication or misappropriation of monies (including failure to pay monies (other than Petty Cash) to Property Lockbox), including insurance proceeds or condemnation awards, (iii) tenant security deposits held by the Plan Debtor not properly applied, returned to tenants when due or delivered to the Secured Debt Holder, any receiver or any person or entity purchasing property in connection with foreclosure, deed in lieu or similar occurrence, (iv) occurrence of transfer other than a permitted transfer, (v) occurrence of ERISA prohibited transaction or the Secured Debt Holder being deemed to be in violation of ERISA regarding the loan, (vi) removal of all or a portion of the property other than (a) obsolete property, (b) in the ordinary course of business, or (c) as otherwise permitted in the Amended Credit Documents, (vii) physical waste to the property resulting from intentional or fraudulent acts or omissions (excluding physical waste resulting from insufficient cash flow from the property), (viii) failure to obey legal requirements (other than a failure resulting from the payment of money) resulting in a forfeiture of a material portion of the property, (ix) material breach of an environmental representation or warranty except with respect to matters disclosed in Phase I or similar reports or other notices delivered to the Secured Debt Holder prior to the Effective Date, (x) breach of SPE provisions to extent such breach results in substantive consolidation, and (xi) failure to obtain the Secured Debt Holder’s prior written consent to any subordinate financing or other voluntary lien encumbering the property (other than permitted encumbrances as set forth in the Amended Credit Documents) if required by the terms of the Amended Credit Documents.

7.6 Delaware Independent Manager Provisions

The term “Delaware Independent Manager Provisions” shall mean the following language:

“Notwithstanding anything to the contrary contained herein, the prior unanimous consent of the Managers of the Company, including both of the Independent Directors, shall be required (provided, however, the Company shall not take any such consent or authorize the taking of any of the actions set forth in this paragraph below unless there are at least two Independent Directors then serving in such capacity) for the Company, or any other Person on behalf of the Company, to:

Class B: 121, 119, 118, and 120

Property: White Marsh Mall

(i) file or consent to the filing by or against the company, as debtor, of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings by the Company, as debtor, under any applicable insolvency law; or otherwise seek relief for the Company, as debtor, under any laws relating to the relief from debts or the protection of debtors generally;

(ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Company, as debtor, or a substantial portion of the Company's property; or

(iii) make any assignment for the benefit of creditors of the Company.

In making any determination of whether to consent or authorize a decision contemplated by sections (i), (ii), or (iii) above and pursuant to Section 18-1101(c) of the Delaware Limited Liability Company Act, the duties of the Independent Directors shall, to the extent not prohibited under applicable law, (1) require them to consider only the interest of the Company as a stand-alone business entity; (2) shall not require or permit them to consider the interest of the Member or any direct or indirect beneficial owner of the Member; and (3) require them to consider the interest of the Lender, who shall be a third-party beneficiary to this contractual provision.”

7.7 Subsequent Bankruptcy Event

The term “Subsequent Bankruptcy Event” shall mean (a) the filing of an involuntary petition (by a Person other than the Secured Debt Holder or any Person acting by or on behalf of the Secured Debt Holder) against the Plan Debtor under the Bankruptcy Code and such petition is not dismissed within one hundred eighty (180) days after the date such petition was filed, (b) the filing of a voluntary petition, or the joining in, instigating, or soliciting of an involuntary petition against the Plan Debtor (with a Person other than the Secured Debt Holder or any Person acting by or on behalf of the Secured Debt Holder), by the Plan Debtor under the Bankruptcy Code, (c) the Plan Debtor making a general assignment for the benefit of creditors, (d) the filing of a petition or answer by the Plan Debtor seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, (e) the Plan Debtor seeking, consenting to or acquiescing (other than with the Secured Debt Holder or any Person acting by or on behalf of the Secured Debt Holder) in the appointment of a trustee, receiver or liquidator of the Plan Debtor or of all or any substantial part of its properties, or (f) the Plan Debtor admitting, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due or admitting or failing to contest the material allegations of a petition filed against it in any such proceeding.

ARTICLE VIII

MONETARY LIENS

The Plan Debtor shall (a) discharge all monetary Liens as and when such Liens are required to be discharged under the Plan and (b) whether or not the Plan requires such Liens to be discharged, pay in full, bond over, cash collateralize or cause a title company to insure over any Mechanics Lien Claim; provided, however, that the Plan Debtor shall have no obligation to

Class B: 121, 119, 118, and 120

Property: White Marsh Mall

remove any monetary Liens to the extent that such Liens constitute Permitted Encumbrances under the Amended Credit Documents.

ARTICLE IX

DEADLINE FOR EFFECTIVE DATE

The Secured Debt Holder shall have the right to render the terms and conditions of the Plan null and void in its sole discretion (i) at any time after December 31, 2009, if the Secured Debt Holder satisfies the Performance Condition, but the Plan Debtor does not satisfy the Performance Condition, and (ii) at any time after January 31, 2010, if the Effective Date has not occurred. The Plan Debtor shall have the right to render the terms and conditions of the Plan null and void in its sole discretion at any time after January 31, 2010, if the Effective Date has not occurred. As used herein, the term "Performance Condition" shall mean that the applicable party is ready, willing and able to consummate the transactions contemplated by the Plan.

Class B: 121, 119, 118, and 120

Property: White Marsh Mall

EXHIBIT "1" - AMORIZATION AND EXTENDED MATURITY DATE SCHEDULE

[***AMORIZATION AND EXTENDED MATURITY DATE SCHEDULE TO BE FILED
AT A LATER DATE WITH THE PLAN SUPPLEMENT, WHICH WILL BE AVAILABLE
AT <http://www.kccllc.net/generalgrowth>*****]**

Class B: 121, 119, 118, and 120
Property: White Marsh Mall

EXHIBIT "2" - LOAN MODIFICATION AGREEMENT

[***LOAN MODIFICATION AGREEMENT TO BE FILED AT A LATER DATE WITH
THE PLAN SUPPLEMENT, WHICH WILL BE AVAILABLE AT
<http://www.kccllc.net/generalgrowth>*****]**

Class B: 121, 119, 118, and 120
Property: White Marsh Mall

EXHIBIT "3" - POST-EFFECTIVE DATE DOCUMENTS

[***DOCUMENTS TO BE AGREED AS TO FORM ON OR PRIOR TO THE
CONFIRMATION DATE, SOME OF WHICH MAY BE FILED WITH THE PLAN
SUPPLEMENT AT A LATER DATE WITH THE PLAN SUPPLEMENT, WHICH WILL BE
AVAILABLE AT <http://www.kccllc.net/generalgrowth>*****]**

EXHIBIT 2
EXECUTORY CONTRACT AND PROPERTY
DOCUMENT ASSUMPTION SCHEDULE¹

The Plan Debtors² expressly reserve the right to alter, amend, modify, or supplement the Executory Contract and Property Document Assumption Schedule at any time up to and including the Confirmation Date.

Certain documents are listed out of an abundance of caution. Inclusion in the following list shall not constitute an admission by the Plan Debtors that the listed documents are in fact executory contracts or unexpired Property Documents, or with regard to the nature or validity of such documents.

Notwithstanding anything herein to the contrary, executory contracts and Property Documents shall be treated in the manner set forth in Article 8 of the Plan.

The Plan Debtors shall pay the cure amounts set forth herein (the “**Cure Amounts**”) in accordance with the Plan. Payment of the Cure Amounts shall satisfy, in full, the Plan Debtors’ obligations pursuant to section 365(b)(1) of the Bankruptcy Code. As currently set forth in the Plan, any counterparty to any agreement listed herein may file an objection relating to the assumption of such executory contract or unexpired Property Document, including the proposed Cure Amount(s), no later than 30 days after service of individualized notice of such proposed Cure Amount(s) or such counterparty shall be forever barred from asserting or otherwise prosecuting such objection.

Unless otherwise agreed by the parties to any executory contract or Property Document that provides for year-end pro rata reconciliations (including, but not limited to, CAM charges, utility charges, and real estate taxes), the Cure Amounts listed herein do not include any amounts related to 2008 and 2009 year-end pro rata reconciliations that were not completed prior to the date of the filing of the following list. Such amounts, if any, will be reconciled and paid by the applicable Plan Debtor in the ordinary course of business, subject to any setoff or recoupment rights the applicable Plan Debtor may have, but in no event will any such amounts be paid prior to ten (10) days after the Effective Date. Notwithstanding anything in the plan to the contrary, the Plan Debtors reserve the right to modify any of the Cure Amounts listed herein through a consensual agreement between the applicable Plan Debtor and the executory contract or Property Document counterparty without further order of the Court, including the ability of the parties to resolve any such Cure Amounts in the ordinary course of business.

Certain of the executory contracts and unexpired Property Documents listed on this Executory Contract and Property Document Assumption Schedule may have already been assumed by the applicable Plan Debtor pursuant to separate agreements. Although the Plan Debtors believe that such executory contracts and Property Documents may already have been assumed and that the Plan Debtors have paid or credited any required Cure Amounts, the Plan Debtors are listing such executory contracts and Property Documents herein out of an abundance of caution.

As of the Effective Date, all executory contracts and unexpired Property Documents that are assumed shall remain in full force and effect for the benefit of the Plan Debtors, as indicated on the attached exhibit, notwithstanding the payment of, or dispute with respect to, any Cure Amount or provision in any such Executory Contract or unexpired Property Document that is assumed

¹ This Executory Contract and Property Document Assumption Schedule supplements the Executory Contract and Property Document Assumption Schedule filed by the Plan Debtors on December 4, 2009 as **Exhibit 2** to the *Supplement to Plan Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3700], the Executory Contract and Property Document Assumption Schedule filed by the Plan Debtors on December 8, 2009 as **Exhibit 2** to the *First Addendum to Supplement to Plan Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3731], the Executory Contract and Property Document Assumption Schedule filed by the Plan Debtors on December 9, 2009 as **Exhibit 2** to the *Second Addendum to Supplement to Plan Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3748], the Executory Contract and Property Document Assumption Schedule filed by the Plan Debtors on December 9, 2009 as **Exhibit 2** to the *Third Addendum to Supplement to Plan Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3752], the Executory Contract and Property Document Assumption Schedule filed by the Plan Debtors on December 10, 2009 as **Exhibit 2** to the *Fourth Addendum to Supplement to Plan Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3774], the Executory Contract and Property Document Assumption Schedule filed by the Plan Debtors on December 14, 2009 as **Exhibit 2** to the *Sixth Addendum to Supplement to Plan Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3869], and the Executory Contract and Property Document Assumption Schedule filed by the Plan Debtors on December 17, 2009 as **Exhibit 2** to the *Amended Ninth Addendum to Supplement to Plan Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3981].

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

(including those described in sections 365(b)(2) and 365(f) of the Bankruptcy Code) that prohibits such assignment or transfer or that enables or requires termination of such executory contract or Property Document.

EXHIBIT 2 - Assumed Contracts

Counterparty	Schedule ID	Entity Name	Description	Cure Amount
4-M ENTERPRISES, INC.	01 -G-6-611215	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
4-M ENTERPRISES, INC.	01 -G-5-627552	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
7 ELEVEN, INC.	01 -G-5-627523	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
ABERCROMBIE & FITCH STORES, INC	01 -G-5-627580	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
ACW CORPORATION	01 -G-5-627528	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
ADAM ELBAUM	01 -G-6-611239	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
AE OUTFITTERS RETAIL CO	01 -G-5-627526	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
AE OUTFITTERS RETAIL CO.	01 -G-6-611193	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
AEROPOSTALE, INC.	01 -G-5-627524	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
AKEHURST LANDSCAPE SERVICE, INC	17 -G-13-614793	WHITE MARSH MALL, LLC	Single Mall Service Agreements - SNOW REMOVAL	\$0.00
AKIF KOSE	01 -G-6-611223	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
ALDO US, INC	01 -G-5-627525	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
AM O SARKER	01 -G-6-611246	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
AMERICAN GREETINGS CORPORATION	01 -G-6-611209	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
AMERICAN GREETINGS, INC.	01 -G-5-627527	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
AMERICAN TOWER CORPORATION	01 -G-6-611258	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
ANSTINE-SMITH, INC.	01 -G-5-627628	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
APPLER, TIM	01 -G-6-611200	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
ASBURY, KITTY	01 -G-6-611236	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
ASBURY, KITTY	01 -G-6-611235	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
ASHA RAWAL	01 -G-6-611231	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
AT&T MOBILITY	01 -G-5-627529	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
AUNTIE ANNE'S, INC.	01 -G-5-627530	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
AVENTINO ENTERPRISES, INC.	01 -G-5-627626	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
B.D.S. WHITE MARSH PORTFOLIO, L.P. (BOSCOV'S)		WHITE MARSH MALL ASSOCIATES	Reciprocal Easement Agreements	\$0.00
BAGS, BEADS & BEYOND	01 -G-6-611194	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
BAKERS FOOTWEAR GROUP, INC	01 -G-5-627531	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
BARBIZON USA LLC	01 -G-6-611195	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
BARBIZON USA LLC	01 -G-6-611198	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
BARBIZON USA LLC	01 -G-6-611197	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
BARBIZON USA LLC	01 -G-6-611196	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
BARBIZON USA LLC	01 -G-6-611199	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
BATH & BODY WORKS LLC	01 -G-5-627532	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
BEAUTY OUTLET	01 -G-6-611201	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
BEST BUY STORES, LP	01 -G-5-627533	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
BISTRO SENSATIONS, INC.	01 -G-5-627534	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
BISTRO SENSATIONS, INC.	01 -G-6-611204	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
BORDERS GROUP, INC	01 -G-5-627536	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
BR FOOD 3, LLC	01 -G-5-627565	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
BUTH-NA-BODHAIGE, INC	01 -G-5-627535	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
C & J CLARK RETAIL, INC.	01 -G-5-627537	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
CAJUN GOURMET W.M., INC.	01 -G-5-627541	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
CAPITAL REMODELING	01 -G-6-611208	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
CARL AND RENEE CAMMAUF	01 -G-6-611262	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
CARL AND RENEE CAMMAUF	01 -G-6-611261	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
CARLYN SMITH CREATIONS	01 -G-6-611210	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
CARTOON CUTS, LP	01 -G-5-627542	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
CHEVY CHASE BANK F.S.B.	01 -G-5-627543	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
CHEVY CHASE BANK F.S.B.	01 -G-5-627545	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
CHEVY CHASE BANK F.S.B.	01 -G-5-627544	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
CHICK FIL A	01 -G-6-611211	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00

EXHIBIT 2 - Assumed Contracts

Counterparty	Schedule ID	Entity Name	Description	Cure Amount
CHICKEN KING, LLC	01 -G-5-627546	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
CHICK-FIL-A INC	01 -G-5-627547	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
CHRISTOPHER & BANKS, INC	01 -G-5-627549	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
CINNAWORKS LLC	01 -G-5-627550	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
CLAIRE'S BOUTIQUES, INC	01 -G-5-627582	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
CLAIRE'S BOUTIQUES, INC	01 -G-5-627551	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
COLLEEN & VINCENT FINO	01 -G-6-611221	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
CR RESTAURANT 3263, LLC	01 -G-5-627540	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
CR RESTAURANT 3263, LLC	01 -G-5-627539	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
CR RESTAURANT 3263, LLC	01 -G-6-611207	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
CROWNSVILLE CLEANERS, INC.	01 -G-5-627599	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
DAVCO RESTAURANTS, INC	01 -G-5-627646	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
DEAD SEA SPA	01 -G-6-611217	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
DEAD SEA SPA	01 -G-6-611216	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
DESTINATION MATERNITY CORPORATION	01 -G-5-627607	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
DISNEY STORE USA LLC	01 -G-5-627553	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
DOLCE VITA ICE CREAM, INC.	01 -G-5-627570	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
DOLLAR TREE STORES, INC.	01 -G-5-627554	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
DRESS BARN, INC	01 -G-5-627555	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
ELLER MEDIA COMPANY	01 -G-6-611192	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
EXPRESS LLC	01 -G-5-627558	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
FIVE SEASONS, INC.	01 -G-6-611272	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
FOOT LOCKER RETAIL, INC	01 -G-5-627592	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
FOOT LOCKER RETAIL, INC	01 -G-5-627563	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
FOOT LOCKER RETAIL, INC	01 -G-5-627562	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
FOOT LOCKER RETAIL, INC	01 -G-5-627589	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
FOREVER 21 RETAIL, INC.	01 -G-5-627564	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
FOTO FANTASY INC	01 -G-6-611220	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
FRED MEYER JEWELERS, INC	01 -G-5-627598	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
F-SQUARED	01 -G-5-627639	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
FUDDRUCKERS, INC.	01 -G-5-627566	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
GAMESTOP, INC.	01 -G-5-627567	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
GAMESTOP, INC.	01 -G-5-627568	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
GENERAL NUTRITION CORPORATION	01 -G-5-627571	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
GENESCO INC.	01 -G-5-627585	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
GENESCO INC.	01 -G-5-627584	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
GEZA DE GALL	01 -G-6-611214	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
GIFT OF BEAUTY, INC	01 -G-5-627606	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
GLOBAL CELLULAR	01 -G-6-611224	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
GMRI, INC	01 -G-5-627611	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
GOSSIP BOUTIQUE	01 -G-6-611225	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
GYMBOREE RETAIL STORES, INC.	01 -G-5-627574	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
H&M HENNES & MAURITZ, L.P.	01 -G-5-627575	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
HAKKY, INC.	01 -G-5-627576	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
HALLMARK RETAIL, INC	01 -G-6-611227	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
HALLMARK SPECIALTY RETAIL GROUP, INC.	01 -G-5-627605	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
HARBOR SILVER & GOLD, INC.	01 -G-5-627561	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
HAT WORLD INC	01 -G-5-627577	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
HEAKIN RESEARCH, INC	01 -G-5-627578	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
HEALTHCARE UNIFORM COMPANY, INC.	01 -G-5-627595	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
HELZBERG'S DIAMOND SHOPS, INC	01 -G-5-627579	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00

EXHIBIT 2 - Assumed Contracts

Counterparty	Schedule ID	Entity Name	Description	Cure Amount
HOT TOPIC, INC	01 -G-5-627581	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
HOT TOPIC, INC.	01 -G-5-627642	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
IKEA PROPERTY, INC		WHITE MARSH MALL ASSOCIATES	Reciprocal Easement Agreements	\$0.00
IPC INTERNATIONAL CORPORATION	01 -G-14-612415	WHITE MARSH MALL ASSOCIATES	National Service Agreements - SECURITY	\$0.00 *
IPC INTERNATIONAL CORPORATION	02 -G-14-612416	WHITE MARSH PHASE II ASSOCIATES	National Service Agreements - SECURITY	\$0.00 *
IT MAKES CENTS, INC.	01 -G-6-611228	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
J.C. PENNEY PROPERTIES, INC		WHITE MARSH MALL ASSOCIATES	Reciprocal Easement Agreements	\$0.00
JEWELRY REPAIR ENTERPRISES, INC	01 -G-5-627559	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
JIANYING ZHOU	01 -G-6-611257	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
JOSE EBER	01 -G-6-611232	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
JUMP SPORTSWEAR, INC	01 -G-6-611233	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
KB TOYS RETAIL, INC	01 -G-5-627587	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
KEN MOSS	01 -G-6-611222	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
KEREN CLARK	01 -G-6-611226	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
KIMBERLY GOREHAM	01 -G-6-611213	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
KIOSK OPERATIONS	01 -G-6-611234	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
KIRKLAND'S STORES, INC.	01 -G-5-627591	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
LAKESWOOD MANUFACTURING COMPANY	01 -G-5-627590	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
LANE BRYANT, INC	01 -G-5-627593	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
LAST STOP COMPANY, INC.	01 -G-6-611237	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
LENSCRAFTERS, INC	01 -G-5-627594	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
LERNER NEW YORK, INC.	01 -G-5-627609	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
LERNER NEW YORK, INC.	01 -G-6-611242	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
LEVTRAN ENTERPRISES, INC.	01 -G-5-627556	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
LIMITED STORES LLC	01 -G-5-627596	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
LIN'S CHINA BUFFETT, INC.	01 -G-5-627597	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
MACKLER, ALAN AND KATHLEEN	01 -G-6-611219	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
MACY'S HOME STORE		WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
MACY'S RETAIL HOLDINGS INC		WHITE MARSH MALL ASSOCIATES	Reciprocal Easement Agreements	\$0.00
MAGIC CAROUSELS, LLC	01 -G-6-611238	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
MAMMA ILARDO'S CORP	01 -G-5-627603	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
MANUFACTURERS AND TRADERS TRUST CO	01 -G-5-627602	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
MANUFACTURERS AND TRADERS TRUST CO	01 -G-5-627601	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
MANUFACTURERS AND TRADERS TRUST CO	01 -G-5-627600	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
MEET SCENT, INC	01 -G-6-611245	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
MELART JEWELERS, INC.	01 -G-5-627620	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
MET LIFE	17 -G-11-631659	WHITE MARSH MALL, LLC	Loan and Guaranty Agreements - UNSECURED DEBT - INDEMNITY DEED OF TRUST	\$0.00
METLIFE	01 -G-11-631500	WHITE MARSH MALL ASSOCIATES	Loan and Guaranty Agreements - INDEMNITY DEED OF TRUST	\$0.00
METLIFE	02 -G-11-631501	WHITE MARSH PHASE II ASSOCIATES	Loan and Guaranty Agreements - INDEMNITY DEED OF TRUST	\$0.00
MILLARD MALL SERVICES INC.	01 -G-14-612208	WHITE MARSH MALL ASSOCIATES	National Service Agreements - JANITORIAL SERVICES	\$0.00 *
MILLARD MALL SERVICES INC.	02 -G-14-628652	WHITE MARSH PHASE II ASSOCIATES	National Service Agreements - JANITORIAL SERVICES	\$0.00 *
MOHAD ABBASS	01 -G-6-611247	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
MONTGOMERY DEVELOPMENT	01 -G-6-611241	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
NEWZOOM INC	01 -G-6-611274	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
NEXTEL RETAIL STORES, LLC	01 -G-5-627632	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
NICAR MANAGEMENT, INC	01 -G-5-627573	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
NYS COLLECTION, LCC	01 -G-6-611243	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
ORIENTAL EXPRESS, INC.	01 -G-5-627612	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
P.F. CHANG'S CHINA BISTRO INC	01 -G-5-627613	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
P.J. PETS, INC.	01 -G-5-627648	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
PACIFIC SUNWEAR STORES CORP	01 -G-5-627614	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00

EXHIBIT 2 - Assumed Contracts

Counterparty	Schedule ID	Entity Name	Description	Cure Amount
PAUL DUANE WILHOYT	01 -G-6-611218	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
PAYLESS SHOESOURCE, INC.	01 -G-5-627615	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
PEARLE VISION, INC	01 -G-5-627616	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
PERFECT BROW FLORIDA	01 -G-6-611206	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
PRETTY WOMAN	01 -G-6-611248	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
QING LIU	01 -G-6-611240	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
RADIOSHACK CORPORATION	01 -G-5-627619	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
RECORD TOWN, INC	01 -G-5-627635	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
REGIS CORPORATION	01 -G-5-627604	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
REGIS CORPORATION	01 -G-5-627621	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
REITHOFFER SHOWS INC.	01 -G-6-611249	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
RITZ CAMERA CENTERS, INC.	01 -G-5-627622	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
RUBY TUESDAY, INC.	01 -G-5-627623	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
RUE 21, INC	01 -G-5-627624	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
SABRINA WALTERS	01 -G-6-611250	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
SAR WHITE MARSH FOOD, INC.	01 -G-5-627625	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
SAVINDER PAL SINGH	01 -G-5-627610	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
	15 00 -G-14-628654	WHITE MARSH GENERAL PARTNERSHIP	National Service Agreements - MASTER VERTICAL TRANSPORTATION AGREEMENT	\$0.00
SCHINDLER ELEVATOR CORPORATION	01 -G-14-612600	WHITE MARSH MALL ASSOCIATES	National Service Agreements - MASTER VERTICAL TRANSPORTATION AGREEMENT	\$0.00
SCHINDLER ELEVATOR CORPORATION	02 -G-14-628653	WHITE MARSH PHASE II ASSOCIATES	National Service Agreements - MASTER VERTICAL TRANSPORTATION AGREEMENT	\$0.00
SEARS ROEBUCK & COMPANY		WHITE MARSH MALL ASSOCIATES	Reciprocal Easement Agreements	\$0.00
SELECT COMFORT RETAIL CORPORATION	01 -G-5-627630	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
SEUNG HEE KOO	01 -G-6-611202	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
SHILU INTERNATIONAL	01 -G-6-611244	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
SHOE HAVEN	01 -G-6-611251	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
SHOE SHOW, INC	01 -G-5-627629	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
SIT BACK & RELAX	01 -G-6-611252	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
SMOKING EVERYWHERE	01 -G-6-611253	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
SNYDER HOME SERVICES	01 -G-6-611254	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
SOHO FASHIONS	01 -G-6-611255	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
SOUTH MOUNTAIN " KIDDIE KONCEPTS"	01 -G-6-611256	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
SPENCER GIFTS LLC	01 -G-5-627631	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
SPORTS AUTHORITY		WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
STARBUCKS CORPORATION	01 -G-5-627633	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
STARBUCKS CORPORATION	01 -G-6-611259	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
STERLING , INC	01 -G-5-627588	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
STERLING JEWELERS, LLC	01 -G-5-627627	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
STERLING, INC	01 -G-5-627583	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
SUBWAY REAL ESTATE CORP	01 -G-5-627634	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
SUNGLASS HUT TRADING LLC	01 -G-5-627636	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
SUPERIOR SHOWS ASSOCIATES, INC.	01 -G-6-611260	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
SURENDA K. CHADDHA	01 -G-6-611265	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
SWEET CANDY, LLC	01 -G-5-627637	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
TENGFEI, INC.	01 -G-6-611229	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
TENGFEI, INC.	01 -G-6-611230	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
TGC FOODS, INC	01 -G-5-627572	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
THE CELL PHONE STORE OF NY, LLC	01 -G-6-611263	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
THE CHILDREN'S PLACE RETAIL STORES INC	01 -G-5-627548	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
THE CHILDREN'S PLACE RETAIL STORES INC	01 -G-6-611212	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
THE FINISH LINE, INC	01 -G-5-627560	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
THE GAP, INC	01 -G-5-627569	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00

EXHIBIT 2 - Assumed Contracts

Counterparty	Schedule ID	Entity Name	Description	Cure Amount
THE PICTURE PEOPLE INC	01 -G-5-627617	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
THE WET SEAL, INC.	01 -G-5-627647	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
THINGS REMEMBERED, INC	01 -G-5-627638	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
TIMEX STORE, INC., THE	01 -G-5-627640	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
T-MOBILE NORTHEAST LLC	01 -G-5-627641	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
TRADE SECRET, INC.	01 -G-5-627643	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
TRI TRAN	01 -G-6-611203	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
TWEEN BRAND INC.	01 -G-5-627586	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
VENDOMATIC INC.	01 -G-6-611267	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
VENDOMATIC INC.	01 -G-6-611268	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
VF OUTDOOR, INC.	01 -G-5-627644	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
VICTORIA'S SECRET STORES LLC	01 -G-5-627645	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
VIVIAN SILVERSTONE, INC	01 -G-6-611266	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
VOICESTREAM WIRELESS	01 -G-6-611264	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
VUONG, NINH D.	01 -G-5-627608	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
VUONG, NINH D.	01 -G-5-627557	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
WALDEN BOOK COMPANY, INC.	01 -G-6-611205	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
WHITE MARSH DEPARTMENT STORE INVESTORS, LLC		WHITE MARSH MALL ASSOCIATES	Reciprocal Easement Agreements	\$0.00
WINGS ACROSS AMERICA, LLC	01 -G-5-627538	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
WIRELESS JUNCTION	01 -G-6-611269	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
WIRELESS JUNCTION	01 -G-6-611270	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
WOCKENFUSS CANDIES CO., INC.	01 -G-5-627649	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
XOHM	01 -G-6-611271	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
YO ZONE/TRAK MANAGEMENT, INC.	01 -G-6-611273	WHITE MARSH MALL ASSOCIATES	Licensing Agreements	\$0.00
ZALE DELAWARE INC	01 -G-5-627650	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
ZALE DELAWARE, INC	01 -G-5-627618	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00
ZUMIEZ, INC	01 -G-5-627651	WHITE MARSH MALL ASSOCIATES	Tenant Leases	\$0.00

Notes:

* Assumed per settlement agreement.

EXHIBIT 3

EXECUTORY CONTRACT AND PROPERTY DOCUMENT REJECTION SCHEDULE ¹

The Plan Debtors² expressly reserve the right to alter, amend, modify, or supplement the Executory Contract and Property Document Rejection Schedule at any time up to and including the Confirmation Date.

Certain documents are listed out of an abundance of caution. Inclusion in the following list shall not constitute an admission by the Plan Debtors that the listed documents are in fact executory contracts or unexpired Property Documents, or with regard to the nature or validity of such documents.

Notwithstanding anything herein to the contrary, executory contracts and Property Documents shall be treated in the manner set forth in Article 8 of the Plan.

Unless otherwise ordered by the Bankruptcy Court, proofs of claim for damages arising from the rejection of an executory contract or unexpired Property Document must be filed with the Bankruptcy Court and served upon the attorneys for the Plan Debtors on a date that is (a) the date that is fixed by the Bankruptcy Court in the applicable order approving such rejection or if no such date is specified, thirty (30) days after notice of such rejection, if the executory contract or unexpired Property Document was deemed rejected pursuant to a Final Order of the Bankruptcy Court other than the Confirmation Order or (b) if the executory contract or unexpired Property Document is deemed rejected pursuant to the Confirmation Order, thirty (30) days after the Effective Date. In the event that the rejection of an executory contract or unexpired Property Document by the Plan Debtors pursuant to the Plan results in damages to the other party or parties to such contract or Property Document, a claim for damages, if not evidenced by a timely filed proof of claim, shall be forever barred and shall not be enforceable against the Plan Debtors, or their properties or interests in property as agents, successors, or assigns.

¹ This Executory Contract and Property Document Rejection Schedule supplements the Executory Contract and Property Document Rejection Schedule filed by the Plan Debtors on December 4, 2009 as **Exhibit 3** to the *Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3700], the Executory Contract and Property Document Rejection Schedule filed by the Plan Debtors on December 8, 2009 as **Exhibit 3** to the *First Addendum to Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3731], the Executory Contract and Property Document Rejection Schedule filed by the Plan Debtors on December 9, 2009 as **Exhibit 3** to the *Second Addendum to Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3748], the Executory Contract and Property Document Rejection Schedule filed by the Plan Debtors on December 9, 2009 as **Exhibit 3** to the *Third Addendum to Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3752], the Executory Contract and Property Document Rejection Schedule filed by the Plan Debtors on December 10, 2009 as **Exhibit 3** to the *Fourth Addendum to Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3774], the Executory Contract and Property Document Rejection Schedule filed by the Plan Debtors on December 14, 2009 as **Exhibit 3** to the *Sixth Addendum to Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3869], and the Executory Contract and Property Document Rejection Schedule filed by the Plan Debtors on December 17, 2009 as **Exhibit 3** to the *Amended Ninth Addendum to Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3981].

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

EXHIBIT 3 - Rejected Contracts

Counterparty	Schedule ID	Entity Name	Description
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None

EXHIBIT 4

EXECUTORY CONTRACT AND PROPERTY DOCUMENT EXPIRED SCHEDULE¹

The Plan Debtors² expressly reserve the right to alter, amend, modify, or supplement the Executory Contract and Property Document Expired Schedule at any time up to and including the Confirmation Date.

Certain documents are listed out of an abundance of caution. Inclusion in the following list shall not constitute an admission by the Plan Debtors that the listed documents were executory contracts or Property Documents, or with regard to the nature or validity of such documents.

Notwithstanding anything herein to the contrary, executory contracts and Property Documents shall be treated in the manner set forth in Article 8 of the Plan.

As currently set forth in the Plan, any counterparty to any agreement listed herein may file an objection relating to the inclusion of such executory contract or Property Document on the attached list no later than the first Business Day that is at least ten (10) days after this Executory Contract and Property Document Expired Schedule was filed with the Bankruptcy Court, or such counterparty shall be forever barred from asserting or otherwise prosecuting such objection.

¹ This Executory Contract and Property Document Expired Schedule supplements the Executory Contract and Property Document Expired Schedule filed by the Plan Debtors on December 4, 2009 as **Exhibit 4** to the *Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3700], the Executory Contract and Property Document Expired Schedule filed by the Plan Debtors on December 8, 2009 as **Exhibit 4** to the *First Addendum to Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3731], the Executory Contract and Property Document Expired Schedule filed by the Plan Debtors on December 9, 2009 as **Exhibit 4** to the *Second Addendum to Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3748], the Executory Contract and Property Document Expired Schedule filed by the Plan Debtors on December 9, 2009 as **Exhibit 4** to the *Third Addendum to Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3752], the Executory Contract and Property Document Expired Schedule filed by the Plan Debtors on December 10, 2009 as **Exhibit 4** to the *Fourth Addendum to Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3774], the Executory Contract and Property Document Expired Schedule filed by the Plan Debtors on December 14, 2009 as **Exhibit 4** to the *Sixth Addendum to Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3869], and the Executory Contract and Property Document Expired Schedule filed by the Plan Debtors on December 17, 2009 as **Exhibit 4** to the *Amended Ninth Addendum to Supplement to Plan Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 3981].

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

EXHIBIT 4 - Expired Contracts

Counterparty	Schedule ID	Entity Name	Description
CONSTELLATION NEWENERGY, INC.	17 -G-15-629190	WHITE MARSH MALL, LLC	Corporate and Other Contracts - PRICE SCHEDULE - EXHIBIT A TO MASTER AGREEMENT
CONSTELLATION NEWENERGY, INC.	17 -G-15-629185	WHITE MARSH MALL, LLC	Corporate and Other Contracts - BLOCK PURCHASE AGREEMENT
IMPACT NETWORKING	00 -G-2-590937	WHITE MARSH GENERAL PARTNERSHIP	Equipment Leases - MFP LEASE
TFC ELECTRIC, INC	01 -G-9-2600	WHITE MARSH MALL ASSOCIATES	Constructware Agreements - CONTRACTOR AGREEMENT

EXHIBIT 5

**FORMS OF RESTATED CHARTERS, BYLAWS,
PARTNERSHIPS, OPERATING AGREEMENTS, OR
TRUST AGREEMENTS, AS APPLICABLE TO PLAN DEBTORS**

EXHIBIT 6

**PLAN DEBTORS' DIRECTORS AND
OFFICERS FOLLOWING EFFECTIVE DATE**

The lists of officers and directors on Exhibit 6 apply only to Plan Debtors: White Marsh General Partnership, White Marsh Mall Associates, White Marsh Mall LLC, and White Marsh Phase II Associates, and supersede any previously filed lists of officers and directors with respect to such Debtor, if any.

Debtors:

White Marsh Mall, LLC

**Name changed on Effective Date to
White Marsh Mall Holding, LLC**

The Appointments for **White Marsh Mall Holding, LLC** are:

Appointments:

Edmund J. Hoyt	Manager
Robert A. Michaels	Manager
Thomas H. Nolan, Jr.	Manager
William G. Popeo	Manager (Independent)
Andrea Unterberger	Manager (Independent)
Adam S. Metz	Chief Executive Officer
Thomas H. Nolan, Jr.	President and Chief Operating Officer
Robert A. Michaels	Vice Chairman
Sharon M. Polonia	Executive Vice President
Ronald L. Gern	Senior Vice President and Secretary
Kathleen M. Curtis	Vice President
Linda J. Wight	Vice President and Assistant Secretary
Edmund J. Hoyt	Treasurer
Michael Chimitris	Assistant Secretary
Howard A. Sigal	Assistant Secretary
Carol A. Williams	Assistant Secretary

Debtors:

White Marsh Mall Associates

White Marsh Phase II Associates

White Marsh General Partnership

Upon emergence the above three debtors are merged into a newly formed Maryland limited liability company named **White Marsh Mall, LLC**

Upon emergence the Appointments for **White Marsh Mall, LLC** are:

Appointments:

Edmund J. Hoyt	Manager
Robert A. Michaels	Manager
Thomas H. Nolan, Jr.	Manager
Andrew T. Panaccione	Manager (Independent)
Michelle A. Dreyer	Manager (Independent)
Adam S. Metz	Chief Executive Officer
Thomas H. Nolan, Jr.	President and Chief Operating Officer
Robert A. Michaels	Vice Chairman
Sharon M. Polonia	Executive Vice President
Ronald L. Gern	Senior Vice President and Secretary
Kathleen M. Courtis	Vice President
Linda J. Wight	Vice President and Assistant Secretary
Edmund J. Hoyt	Treasurer
Michael Chimitris	Assistant Secretary
Howard A. Sigal	Assistant Secretary
Carol A. Williams	Assistant Secretary

EXHIBIT 7

INSIDERS EMPLOYED BY PLAN DEBTORS POST EFFECTIVE DATE AND EMPLOYMENT TERMS

The Plan Debtors have no employees, but are instead served by employees of certain Affiliates. To the extent that any of the officers or directors of the Plan Debtors are considered "insiders" under the Bankruptcy Code, they are not separately compensated for serving in such capacity, but will benefit from any applicable indemnity pursuant to which Plan Debtors are a party.

EXHIBIT 8

DISPUTED MECHANICS' LIENS SCHEDULE

NONE