

whether or not such holder has accepted the Plan and whether or not such holder is entitled to a distribution under the Plan.

7. Exhibit B Modification. The below language shall be added to the Exhibit Bs to the Plan of the Plan Debtors Boise Towne Plaza L.L.C.; Boulevard Associates; Eden Prairie Mall, LLC; GGP-Knollwood Mall LP; GGP-Mall of Louisiana, LP; GGP-North Point Inc.; GGP-UC L.L.C.; Gateway Crossing, LLC; Hulen Mall, LLC; Oglethorpe Mall, LLC; Peachtree Mall, LLC; Sikes Senter, LLC; Southland Mall LP, and Woodbridge Center Property LLC:

(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 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.”

8. Merger/Dissolution/Consolidation. Prior to or substantially contemporaneous with the Effective Date, subject to Exhibit B to the Plan and to the Secured Debt Loan Documents, the Plan Debtors may merge, consolidate, convert or dissolve certain Plan Debtor entities. Following the Effective Date, and without the need for any further Court approval, the Plan Debtors may (a) cause any or all of the Plan Debtors to be merged into or contributed to one or more of the Plan Debtors or non-Debtor Affiliates, dissolved or otherwise consolidated or converted, (b) cause the transfer of assets between or among the Plan Debtors and/or non-Debtor Affiliates, (c) take any actions necessary to effectuate any transactions relating to the Special Consideration Properties (including the transfer thereof) contemplated pursuant to the Plan, the Plan Supplement, and the exhibits or schedules thereto and/or (d) engage in