

CBL Properties Malls Gift Card Cardholder Agreement

The following terms and conditions govern your use of the CBL Malls Gift Card (“Gift Card”), which you have received as a gift. By signing or using the Gift Card, issued by American Express Travel Related Services Company, you are agreeing to these terms and conditions. The terms “you” and “your” refer to the person who received or who is using the Gift Card. The terms “we”, “our” or “us” refer to American Express Travel Related Services Company, Inc. The term “CBL” refers to CBL & Associates Management Inc, CBL & Associates Properties Inc, and their subsidiaries and affiliates, which operate CBL Shopping Centers in the United States.

The Gift Card

The Gift Card is and remains our property. The Gift Card is a prepaid gift card designed for use solely at merchants located in CBL Shopping Centers; it is not for use outside CBL Shopping Centers or for online and mail order purchases. Like a paper gift certificate, the Gift Card is a prepaid payment product. It is not a credit card, charge card or debit card. There must be funds loaded onto the Gift Card before you use it. The minimal amount that can be loaded on your Gift Card is \$20.00 and the maximum amount is \$300.00. At the time you receive the Gift Card, the original balance on it should be indicated on the white box located on the back of the Card. If it is not, then to confirm the amount, please call the customer service number indicated on the back of the Gift Card, which is 1-800-263-5206 (“Customer Service Number”).

The value of the funds that are available for spending on the Gift Card is referred to as the “Available Funds”. As you use it, the Gift Card’s Available Funds will be reduced by the full amount of each purchase, including taxes, charges and other fees, if any. You may not use the Gift Card for any amount that exceeds the Available Funds. The Gift Card’s Available Funds also may be reduced by service fees, as explained below.

Subject to applicable law, the card cannot be redeemed, returned or exchanged for cash.

Before Using the Gift Card

Before using your Gift Card you should (i) write the initial balance on the space indicated on the back of the Card if it is not already indicated; and (ii) keep a separate record of your Gift Card number and the Customer Service Number, in case it is ever lost or stolen.

Using the Gift Card

You can use the Gift Card solely at participating merchants who accept American Express Cards and are located within participating CBL Shopping Centers in the United States. See the section below entitled “Usage Limitations”. You must keep track of your Available Funds at all times. To use the Gift Card, simply sign the back of the card, present it to the merchant at the time of payment, and retain the receipt as a record of the transaction.

You agree:

- Not to use the Gift Card at any locations other than merchants in CBL Shopping Centers located in the United States.
- Not to use the Gift Card for any illegal purposes.
- That we are authorized to deduct the amount of your purchases, together with any other fees, taxes, or charges from the Available Funds whenever your Gift Card is used to make a purchase.
- To track your spending and not to use the Gift Card for any amount that exceeds the Available Funds.
- Not to use the Gift Card after the “valid thru” date printed on the back of it.
- To keep the Gift Card in a secure place and treat it like cash.
- To notify us immediately if the Gift Card is lost or stolen. See Lost/Stolen Card section.

Usage Limitations

Your Gift Card can only be used at merchants located at CBL Shopping Centers in the United States. For your protection, your Gift Card CANNOT be used:

- To pay for recurring charges, such as health club memberships or subscriptions.
- To make installment payments in the future for goods/services received in the present.

Information About Available Funds

You must keep track of the amount of Available Funds on your Gift Card. To receive information about Available Funds or previous transactions, you can:

- reach American Express Customer Service at any time by calling the number listed on the back of the card which is 1-800-263-5206 or,
- visit www.cblproperties.com or,
- go to the nearest customer service booth at participating CBL shopping centers.

Purchases Exceeding Available Funds

Provided that there are sufficient Available Funds on your Gift Card, it can be used to pay for the full amount of the merchandise and applicable taxes. It is your responsibility to keep track of your spending on the Gift Card, so please be sure to check your Available Funds before making a purchase to ensure you have sufficient Available Funds. Depending on the individual merchant policy, you may be able to use the Gift Card for a purchase that is greater than the Available Funds. When making a purchase that is greater than the amount of the Available Funds, you must ask the cashier if the merchant can accept two forms of payment. If the cashier agrees, first pay the difference with another form of payment accepted by the merchant (note many merchants can only accept cash or check as the other form of payment), and then use your Gift Card to pay the remaining balance. PLEASE NOTE THAT NOT ALL MERCHANTS OFFER THIS AS AN OPTION. Check the policy of the store in advance.

Shortages Resulting from Transactions in Excess of Available Funds

If you attempt to use the Gift Card for a transaction when there are insufficient Available Funds, in most instances the transaction will be declined. However, if or for any reason whatsoever, a transaction occurs despite insufficient Available Funds on the Gift Card (creating a “negative” amount, referred to herein as a “Shortage”), you agree to reimburse us, upon request, for the amount of the Shortage. In addition, we reserve the right to charge you a Shortage fee of \$15 per transaction every time your use of the Gift Card results in a Shortage.

Merchants Who Customarily Receive Tips

Please note that most restaurants and some hair/nail salons typically add a fixed percentage (approx. 20%) to the authorization amount when they swipe your Gift Card to request approval to cover the tip that would normally be added to the transaction amount. To avoid complications, you can generally ask the restaurant or merchant to only authorize the amount you have requested. If you do not have sufficient Available Funds, the entire transaction may be declined. If you do have sufficient Available Funds, it may result in a “hold” for the additional amount on your Available Funds. Once the actual transaction is settled between American Express and the restaurant or salon, we will remove the “hold” on any Available Funds not necessary to cover the transaction. For example, if your meal totaled \$50 but the restaurant authorized for \$60 and you paid only the \$50 for the meal with your Card and the tip in cash, then the additional \$10 (authorized but not used) would be held until American Express receives confirmation that the transaction was for \$50 (usually within 3 to 7 days).

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Returned Merchandise

It is imperative that you keep your purchase receipt and Gift Card, even if the Available Funds are depleted, in case you decide to return any items purchased with the Gift Card. If you wish to return any merchandise purchased with the Gift Card, you will be subject to the merchant’s return policies. Merchants can: (a) Process the return as credit to the Card; or (b) Issue you a store credit, If the merchant issues a credit to the Gift Card, these funds may not be available for 3 to 7 days.

Problems with Purchases

Any problems you may have regarding a transaction should be addressed directly with the merchant. You cannot “stop payment” or lodge a “billing dispute” on these transactions. Please note that purchases made with Gift Cards are similar to those made with cash, gift cheques or travelers cheques.

Lost/Stolen

Please safeguard your Gift Card securely. If your Gift Card is lost, stolen or improperly used, contact us immediately at the Customer Service Number. You will be asked to provide us with the Gift Card number and other identifying details. **We cannot provide a replacement card if you do not have your Gift Card number available.** If our records show that there are still Available Funds remaining on the Card, we will cancel it and issue you a replacement card loaded with the remaining Available Funds. CBL may charge a fee for replacement, no more than \$5.95, subject to applicable law. Unfortunately, if amounts are debited from your lost/stolen card before you notify us, the amounts debited cannot be refunded to you or be loaded onto any replacement card.

Available Funds Do Not Expire

Please note that the Gift Card has a “valid thru” date, indicated on the Gift Card. That is the date after which you may not use that Gift Card. However, this does not mean the Available Funds on the Gift Card expire. If Available Funds remain on the Gift Card after the “valid thru” date, simply contact us at the Customer Service Number for instructions on how to redeem the Available Funds. We may reissue a Gift Card to you and reserve the right (subject to applicable law) to charge you a reissuance fee of \$5.95. Or, you may request a check for the amount of any Available Funds on the Gift Card, and we reserve the right to charge you a check-issuance fee of \$10 (subject to applicable law). We reserve the right to hold funds for ten (10) business days before issuing a check for Available Funds. In any event, we reserve the right to decline to issue a replacement card.

Service Fees

We encourage you to use your Gift Card soon! You may leave Available Funds on the Gift Card as long as you wish. Subject to applicable law, we may deduct a monthly Service Fee of \$2.00, which we agree to waive for the first 12 months after the purchase date.

No Warranty of Availability or Uninterrupted Use/Limitation of Liability

At times, the Gift Card service may be unavailable and, you may be unable to use your Gift Card or obtain information about Available Funds on your Gift Card. Please notify us if you have any problems using your Gift Card. You agree that neither American Express nor CBL is responsible for any interruption of service. IN NO EVENT WILL WE OR CBL OR CBL’S AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM THIS AGREEMENT. These limitations of liability will apply regardless of the form of action, whether in contract, warranty, strict liability, or tort, including negligence of any kind, whether active or passive, and will survive failure of any exclusive remedy.

No Warranty Regarding Goods and Services

Neither American Express nor CBL are responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

Refusal of Card

Neither American Express nor CBL will be liable for failure of any merchant to honor the Gift Card. If this occurs, please call the Customer Service Number to report the incident.

Changing these Terms and Conditions/Card Cancellation

We may change the terms or add new terms to this Agreement at any time, in accordance with applicable law. Check www.cblproperties.com for posting of the most recent terms. In addition,

we may suspend, cancel, add, modify or delete any feature offered in connection with your Gift Card at our sole discretion at any time, with or without cause, and without giving you notice, subject to applicable law. If we cancel your Gift Card, any Available Funds remaining on the Gift Card at the time of cancellation, after payment for all applicable fees, will be returned to you. We may condition reimbursement upon return of the Card, in the event the Gift Card has not expired.

Assignment; Waiver

We may assign this Agreement at any time without notice to you. However, if we assign this Agreement, the terms of this Agreement will remain substantially and materially the same unless you are notified otherwise.

If we do not exercise our rights under this Agreement, we do not give up our rights to exercise them in the future.

Data Protection and Privacy

Information We Collect (“Cardholder Information”):

- Information about purchases made with the Gift Card, such as date of purchase, amount and place of purchase
- Information you provide to us for replacement Gift Cards or customer service issues, such as name, address, phone number.

Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

Disclosure: We may use Cardholder Information to provide customer services, to process claims for lost or stolen Gift Cards, to develop marketing, to help protect against fraud and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies, including American Express affiliates that perform business operations or services, including marketing services, on our behalf. We may also provide certain Cardholder Information to others outside of American Express as permitted by law, such as government entities or other third parties in response to subpoenas.

Telephone Monitoring/Recording:

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

Arbitration

Purpose: This Arbitration Provision sets forth the circumstances and procedures under which Claims (as defined below) may be arbitrated instead of litigated in court.

Definitions: As used in this Arbitration Provision, the term “Claim” means any claim, dispute or controversy between you and us arising from or relating to the Gift Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreement. “Claim” includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud, and other intentional torts, statutes, regulations, common law and equity. The term “Claim” is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) your Gift Card; (b) the amount of Available Funds on the Gift Card; (c) advertisements, promotions or oral or written statements related to the Gift Cards; or (d) goods or services purchased with the Gift Cards. We shall not elect to use arbitration under the Arbitration

Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court.

As used in the Arbitration Provision, the terms “we” and “us” shall for all purposes mean American Express Travel Related Services Company, Inc., its parent, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns and all of their agents, employees, directors and representatives. In addition, “we” or “us” shall include CBL and any third party using or providing any product, service or benefit in connection with any Gift Cards (including, but not limited to merchants who honor the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you.

Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the “Code”). Claims shall be referred to either the National Arbitration Forum (“NAF”), JAMS/Endispute (“JAMS”), or the American Arbitration Association (“AAA”), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select either of the other organizations listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows:

- The NAF at P.O. Box 50191, Minneapolis, MN 55404; website at www.arbitration-forum.com.
- JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website: www.jamsadr.com.
- AAA at 335 Madison Avenue, New York, NY 10017; website: www.adr.org.

Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE CODE. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator’s authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator’s authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the

arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such a request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

Continuation: This Arbitration Provision shall survive termination of your Gift Card as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

Applicable Law

This agreement is governed by the laws of the State of New York, USA, excluding choice of law principles.

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