

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SHARANKISHOR DESAI, individually and on behalf of all others similarly situated,

Plaintiff,

v.

JOHN BUCKSBAUM, BERNARD FREIBAUM, ROBERT A. MICHAELS, JOEL BAYER, EDMUND J. HOYT, JEAN SCHLEMMER, SHARON POLONIA, RONALD L. GERN, ANTHONY DOWNS, BETH STEWART, and ALEXANDER BERMAN,

Defendants.

CASE NO. 09-cv-487 (MIS)

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT
OF CLASS ACTION AND SETTLEMENT HEARING**

TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF GENERAL GROWTH PROPERTIES, INC. ("GENERAL GROWTH") BETWEEN APRIL 30, 2008 AND OCTOBER 24, 2008, INCLUSIVE (THE "SETTLEMENT CLASS" AND "SETTLEMENT CLASS PERIOD")

IMPORTANT

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF LITIGATION AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS.

Purpose of Notice and Description of Litigation

The purpose of this Notice is to inform you of a proposed settlement of the Litigation as described below. This Notice describes rights you may have under the proposed settlement and what steps you may take in relation to this Litigation. This Notice is not an expression of any opinion by the Court as to the merits of any of the claims or defenses asserted by any party in this litigation, or the fairness or adequacy of the proposed settlement.

Notice of Settlement Hearing

Pursuant to Federal Rule of Civil Procedure 23, and the February 19, 2010 Order of the United States District Court, Northern District of Illinois, a hearing will be held on May 19, 2010, at 1:15 p.m., before the Honorable Milton I. Shadur, United States District Court Judge, United States District Court, Northern District of Illinois, Courtroom 2303, 219 South Dearborn Street, Chicago, Illinois 60604 (the "Settlement Hearing") to determine: (1) whether the settlement of the Litigation in the amount of \$15,500,000, plus any accrued interest thereon (the "Settlement") should be approved as fair, reasonable, and adequate to the Settlement Class; (2) whether the proposed Plan of Allocation is fair, reasonable, and adequate; (3) whether the application of Izard Nobel LLP as Lead Counsel for the Settlement Class ("Lead Counsel") for an award of attorneys' fees, costs and expenses (the "Fee and Expense Award") and for an award to the Lead Plaintiff relating to his representation of the Settlement Class (the "Lead Plaintiff's Expense Award") should be approved; and (4) whether claims of the Settlement Class Members against the Defendants should be dismissed on the merits and with prejudice as set forth in the Stipulation of Settlement (the "Settlement Stipulation"), filed with the Court. To share in the distribution of the Settlement Fund, Settlement Class Members must establish their rights and submit the Proof of Claim and Release form accompanying this Notice on or before July 19, 2010. If you desire to be excluded from the Settlement Class or to object to the Settlement, the Fee and Expense Award and/or Lead Plaintiff's Expense Award, you must submit a request for exclusion or file your objection by May 5, 2010. All Proof of Claim and Release forms, requests for exclusion or objections shall be deemed to have been submitted at the time they are actually received by the Claims Administrator, counsel or the Court, as set forth below. The risk of late- or non-delivery lies solely with you.

Summary of the Settlement

Recovery to the Settlement Class: The aggregate amount of the Settlement Fund proposed to be distributed to the Class is \$15,500,000 plus interest earned thereon and less the costs of notice to the Settlement Class, costs of administration of the Settlement Fund, taxes and tax expenses associated with the Settlement Fund, and any amounts awarded by the Court to Lead Counsel for attorneys' fees and reimbursement of costs and expenses, and any amounts awarded by the Court to Lead Plaintiff. Lead Counsel estimate that the average recovery per damaged share of General Growth common stock under the Settlement is approximately \$0.176 per damaged share before deduction of Court-awarded attorneys' fees and expenses. A Settlement Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by the authorized claimant's claim as compared to the total

recognized claims of all Settlement Class Members who submit acceptable Proofs of Claim and Release. Individual Settlement Class Members' actual recoveries under the Settlement will vary, depending upon when the Shares were purchased or acquired, the amount they paid for their Shares, the amount of proceeds they received, if any, if the Shares purchased or acquired during the Settlement Class Period were sold, when the Shares were sold, and the number of claimants who actually file Proofs of Claim and Releases.

Potential Outcome of the Case: The Parties disagree on both liability and damages and do not agree on the amount of damages per share that would be recoverable if Lead Plaintiff were to have prevailed on each claim alleged. Among other things, the Parties do not agree on (i) whether Defendants made any misrepresentations during the Settlement Class Period; (ii) whether Defendants had knowledge or were reckless with respect to any alleged misrepresentations made during the Settlement Class Period; (iii) whether any of the alleged misrepresentations caused the price of the Shares to be artificially inflated during the Settlement Class Period; (iv) whether any drops in the price of Shares during or after the Settlement Class Period were caused by the alleged misrepresentations; (v) the appropriate economic model for determining the amount of artificial inflation (if any) during the Settlement Class Period; (vi) the effect of various market forces influencing the trading price of the Shares at various times during the Settlement Class Period; and (vii) the extent to which external factors (such as industry conditions) influenced the trading price of the Shares during the Settlement Class Period.

Attorneys' Fees, Costs and Expenses Sought: As compensation for their time and risk in prosecuting the Litigation on a contingent fee basis, Lead Counsel intend to apply to the Court for an award of attorneys' fees. At the outset of the Litigation, the Court solicited bids from law firms interested in serving as lead counsel to the putative Class, and by order of March 16, 2009, accepted the bid of Izard Nobel LLP to serve as Lead Counsel in this Litigation. In accordance with the bid accepted by the Court, Lead Counsel intend to apply to the Court for an award of attorneys' fees in the amount of seven and one-half percent (7½ %) of the Settlement Fund (including interest accruing on the Settlement Fund). Lead Counsel also intend to seek reimbursement of costs and expenses incurred on behalf of the Settlement Class not to exceed \$75,000. Lead Counsel will also apply for an award to Lead Plaintiff of \$5,000 relating to the Lead Plaintiff's representation of the Settlement Class. If the amounts requested by Lead Counsel for fees, costs and expenses are approved by the Court, the average cost per damaged share for these amounts will be approximately \$0.014.

Identification of Lawyers' Representatives: The following representative of Lead Counsel is available to answer questions from Settlement Class Members about any matter contained in this Notice: Nancy A. Kulesa of Izard Nobel LLP, 29 South Main Street, Suite 215, West Hartford, CT 06107, Tel.: (860) 493-6292, email: nkulesa@izardnobel.com.

Reasons for Settlement: Lead Counsel believe that the claims asserted in the Litigation have merit and that the information obtained and examined by Lead Counsel supports the claims asserted. However, Lead Counsel recognize that there are significant risks, uncertainty, and expense in proceeding with the Litigation through trial and any appeals. Lead Counsel is also mindful of the inherent problems of proof under, and possible defenses to, federal securities law claims. Lead Counsel believe that the Settlement confers substantial benefits upon the Settlement Class and each Settlement Class Member. Lead Counsel have determined that a recovery now will provide an immediate benefit to Settlement Class Members, which is superior to the risk of proceeding with the Litigation. As a result of these considerations, and based upon extensive arms-length settlement negotiations with Defendants' Counsel, Lead Plaintiff and Lead Counsel have determined that the Settlement is in the best interests of the Lead Plaintiff and the Settlement Class and each Settlement Class Member.

Defendants' Denial of Liability: The Defendants have denied and continue to deny each and all of the claims and contentions alleged by Lead Plaintiff on behalf of the Settlement Class (and believe that the evidence adduced supports their defenses). Nonetheless, the Defendants have concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement Stipulation in order to limit further expense, inconvenience and distraction, and to dispose of the burden of protracted litigation. The Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like this Litigation.

The Defendants have, therefore, determined that it is desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and conditions set forth in the Settlement Stipulation. The Defendants enter into the Settlement Stipulation and Settlement without in any way acknowledging any fault, liability, or wrongdoing of any kind. There has been no adverse determination by any court or otherwise against any of the Defendants on the merits of the claims asserted by Lead Plaintiff. Neither the Settlement Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by any of the Defendants of the merit or truth of any allegation of wrongdoing of any kind on the part of any of the Defendants. The Defendants enter into the Settlement Stipulation and Settlement based upon, among other things, the parties' agreement that, to the fullest extent permitted by law, neither the Settlement Stipulation nor any of its terms or provisions, nor any of the negotiations or proceedings connected therewith, shall be offered as evidence in the Litigation or in any pending or future civil, criminal, or administrative action or other proceeding to establish any liability or admission by any of the Defendants or any of their respective Related Parties or any other matter adverse to any of the Defendants or any of their respective Related Parties.

The Litigation

This is a securities class action (the "Litigation") that is being settled on behalf of all Persons who purchased or otherwise acquired the common stock of General Growth during the Settlement Class Period. The Defendants John Bucksbaum, Bernard Freibaum, Robert A. Michaels, Joel Bayer, Edmund J. Hoyt, Jean Schlemmer, Sharon Polonia, Ronald L. Gern, Anthony Downs, Beth Stewart, and Alexander Berman, former and current officers and directors of General Growth. Excluded from the Settlement Class are Defendants, members of Defendants' immediate families, any entity in which any Defendant has a controlling interest, and the legal representatives, heirs, successors or assigns of any such excluded person.

The Litigation was commenced in January 2009 as a class action under Rule 23 of the Federal Rules of Civil Procedure in the United States District Court, Northern District of Illinois. By Orders dated March 16 and March 31, 2009, the Court appointed Sharankishor Desai as Lead Plaintiff and approved Lead Plaintiff's selection of IZARD NOBEL LLP as Lead Counsel. On April 16, 2009, General Growth filed for bankruptcy. On April 21, 2009, Lead Plaintiff filed an Amended Class Action Complaint (the "Complaint"). The Complaint asserted claims against Defendants for alleged violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 on behalf of the Settlement Class.

Defendants filed Motions to Dismiss the Complaint on May 20, 2009. Lead Plaintiff filed his Opposition to Defendants' Motions to Dismiss on June 26, 2009. Defendants thereafter filed Reply briefs on July 15, 2009, and Lead Plaintiff filed a Sur-reply brief on July 31, 2009. On September 17, 2009, the Court issued a Memorandum Opinion and Order dismissing substantial portions of the Complaint. First, the Court held that several of the specific statements alleged in the Complaint to be false or misleading were not actionable. Second, the Court dismissed altogether Lead Plaintiff's claim that Defendants violated General Growth's published ethics policy through certain alleged loans between General Growth officers. Third, the Court dismissed Lead Plaintiff's claim that Defendants improperly profited from a short-selling ban they requested and obtained from the SEC. Finally, the Court dismissed Plaintiff's "control person" allegations against each Defendant. The Parties thereafter agreed to attempt to mediate the Litigation, as set forth below. In the Memorandum Opinion and Order, the Court also denied Defendants' Motions to Dismiss in part and sustained the legal sufficiency of Lead Plaintiff's claims with regard to certain statements made by various Defendants throughout the Class Period and alleged by Lead Plaintiff to be false or misleading concerning General Growth's ability to secure necessary financing. However, Defendants subsequently provided evidence to Lead Plaintiff and Lead Counsel demonstrating that these claims would have been difficult to prove at trial.

The Proposed Settlement

The Settlement was the result of arms-length settlement negotiations. On January 12, 2010, the Parties participated in a full-day mediation session before the Honorable Daniel Weinstein (Ret.) in

Rutherford, California. In advance of the mediation, counsel for each of the parties prepared and exchanged detailed mediation submissions setting forth their respective positions. At the mediation, counsel for each party made further detailed factual and legal presentations concerning, *inter alia*, the merits of the factual and legal claims asserted in the Litigation and the size of potential damages to the Settlement Class, if any. At the conclusion of the mediation session with Judge Weinstein, the Parties agreed in principle upon the terms of the Settlement, and Judge Weinstein recommended that the Parties agree to the Settlement. On February 16, 2010, counsel for the parties executed the written Settlement Stipulation, and on February 19, 2010, the Court, *inter alia*, preliminarily certified the Settlement Class, preliminarily concluded that the Settlement was well within the range of fairness, reasonableness, and adequacy to the Settlement Class, and scheduled the Settlement Hearing.

Prior to the execution of the Settlement Stipulation, Lead Counsel conducted an extensive investigation in connection with the claims and allegations asserted in the Litigation, including (i) review and analysis of General Growth's press releases and public filings with the Securities and Exchange Commission and Defendants' published interviews with financial news organizations; (ii) analysis of documents produced to Lead Plaintiff and Lead Counsel by Defendants; (iii) research of the applicable law with respect to the claims asserted in the Litigation and the potential defenses thereto; and (iv) consultation with an expert concerning the potential damages that may have been suffered by Lead Plaintiff and the Settlement Class.

Under the terms of the Settlement Stipulation, Defendants' insurers have agreed to make payment of \$15,500,000 in cash to create a Settlement Fund. After payment of (i) the costs of notice, and the costs of administering and distributing the Settlement Fund, including any taxes payable or tax expenses and (ii) the attorneys' fees and reimbursement of costs and expenses awarded by the Court, and any amounts awarded by the Court to Lead Plaintiff, the balance of the Settlement Fund, together with any interest earned thereon (the "Net Settlement Fund"), shall be distributed as set forth herein.

Under the terms of the Settlement Stipulation, you will release all "Released Claims" (as defined below) against the "Released Persons" (as defined below).

"Released Claims" means all claims, known or unknown (including "Unknown Claims"), demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, whether in contract, tort, equity or otherwise, whether or not concealed or hidden, asserted or that might have been asserted in this or any other forum or proceeding, including, without limitation, claims for negligence, gross negligence, indemnification, breach of duty of care and/or breach of duty of loyalty, fraud, misrepresentation, breach of fiduciary duty, negligent misrepresentation, unfair competition, insider trading, professional negligence, mismanagement, corporate waste, breach of contract, or violations of any state or federal statutes, rules or regulations, by or on behalf of Lead Plaintiff, the Settlement Class, or any Settlement Class Member against the Released Persons which are based upon or related to the purchase or acquisition of General Growth common stock by any Settlement Class Member during the Settlement Class Period and the facts, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act which were or could have been alleged in the Litigation, provided, however, that none of the claims asserted in the pending litigation captioned *In re General Growth Properties, Inc., ERISA Litigation*, No. 08 CV 6680 (N.D. Ill) (Zagel, J.), are released hereby.

"Unknown Claims" means any Released Claim which the Lead Plaintiff or any Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Lead Plaintiff shall expressly and each Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights and benefits of California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Lead Plaintiff shall expressly waive, and each Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or any foreign country or jurisdiction, or principle of common law, which are similar, comparable or equivalent to California Civil Code §1542. The Lead Plaintiff and Settlement Class Members may hereafter discover facts

in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiff shall expressly and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Lead Plaintiff acknowledges, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

“Released Persons” means the Defendants and their respective Related Parties. “Related Parties” means all of each Defendant’s past, present, and future employers, including, without limitation, General Growth Properties, Inc., affiliated or parent companies, subsidiaries, predecessors and successors, any entity in which a Defendant and/or any member(s) of any Defendant’s immediate family has or have a controlling interest, agents, accountants, auditors, banks, investment banks or investment bankers, advisors, analysts, personal or legal representatives, insurers, co-insurers, reinsurers, attorneys, spouses, associates, successors, assigns, creditors, administrators, heirs, joint ventures, any members of their immediate families, or any trust of which any Defendant is the trustee or settlor or which is for the benefit of any Defendant and/or member(s) of his family. Related Parties shall also include, for each entity identified in the previous sentence, all of such entity’s past or present directors, officers, employees, partners, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, any entity in which such entity has or have a controlling interest, attorneys, accountants, auditors, banks, investment banks or investment bankers, advisors, analysts, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, associates, and related or affiliated entities.

Participation in the Class

If you are one of the Persons falling within the definition of the Settlement Class (a “Settlement Class Member”), you will remain a Settlement Class Member unless you elect to be excluded from the Settlement Class by the procedure described below. All Settlement Class Members who do not request to be excluded from the settlement will be bound by any judgment entered in the Litigation pursuant to the Settlement Stipulation, whether or not that Person files a Proof of Claim and Release and whether or not that Person receives a distribution from the Net Settlement Fund. If you wish to remain a Settlement Class Member, you need do nothing (other than timely file a Proof of Claim and Release in order to participate in the distribution of the Net Settlement Fund) and your rights will be represented by Lead Counsel. If you wish, you may enter a legal appearance individually or through your own counsel at your own expense.

TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY AND VALIDLY COMPLETE AND RETURN THE PROOF OF CLAIM AND RELEASE FORM THAT ACCOMPANIES THIS NOTICE. The Proof of Claim and Release (“Proof of Claim and Release”) must be received by the Claims Administrator at the address below on or before July 19, 2010. The risk of late- or non-delivery lies solely with you. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim and Release, you will be forever barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the Settlement and the Judgment. If you do submit a valid and timely Proof of Claim and Release, and you are a Settlement Class Member, you will be eligible to share in the Net Settlement Fund.

Plan of Allocation

The Net Settlement Fund shall be distributed pursuant to the calculation of “Recognized Loss” set forth in the Plan of Allocation described below. Only Settlement Class Members who submit a valid, timely Proof of Claim and Release (“Authorized Claimants”) and who have a Recognized Loss under the Plan of Allocation will receive a distribution from the Net Settlement Fund.

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant’s entire Recognized Loss. However, if the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage that each Authorized Claimant’s Claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

However, if the Authorized Claimant made a profit on a sale of General Growth common stock purchased or acquired during the Settlement Class Period (*i.e.*, the sales price per share of General Growth common stock was higher than the purchase price per share of General Growth common stock), then the Recognized Loss for those shares of common stock shall be zero, and any such profits will be offset against the Recognized Loss, if any, from any other Settlement Class Period purchases or acquisitions of General Growth common stock. In no event shall there be any Recognized Loss arising out of transactions by Settlement Class Members in which General Growth stock was “sold short.”

For purposes of calculating an Authorized Claimant’s Recognized Loss, Settlement Class Period sales of General Growth common stock will be matched against and offset the most recent prior Settlement Class Period purchases or acquisitions of General Growth common stock on a first-in, first-out (“FIFO”) basis.

The amount of an Authorized Claimant’s Recognized Loss shall be determined as follows:

(a) For each share of General Growth common stock ***purchased or acquired between April 30, 2008 and September 16, 2008, inclusive*** and

(i) sold on or before September 16, 2008, the Recognized Loss per share is \$0.

(ii) sold on September 17, 2008, the Recognized Loss per share shall be the lesser of (1) 20% of the difference between \$23.66 and the sale price, (2) 20% of the difference between the purchase or acquisition price and the sale price, or (3) \$0.76.

(iii) sold between September 18, 2008, and October 6, 2008, inclusive, the Recognized Loss per share shall be the lesser of (1) 20% of the difference between \$23.66 and the sale price, (2) 20% of the difference between the purchase or acquisition price and the sale price, or (3) \$2.05.

(iv) sold between October 7, 2008, and October 24, 2008, inclusive, the Recognized Loss per share shall be the lesser of (1) 20% of the difference between \$23.66 and the sale price, (2) 20% of the difference between the purchase or acquisition price and the sale price, or (3) \$2.89.

(v) held as of the market opening on October 27, 2008, the Recognized Loss per share shall be the lesser of (1) 20% of the difference between the purchase or acquisition price and \$1.55, or (2) \$2.93.

(b) For each share of General Growth common stock ***purchased or acquired on September 17, 2008, or September 18, 2008, and***

(i) sold on September 17, 2008, or September 18, 2008, the Recognized Loss per share is \$0.

(ii) sold between September 19, 2008, and October 6, 2008, inclusive, the Recognized Loss per share shall be the lesser of (1) 20% of the difference between the purchase or acquisition price and the sale price, or (2) \$1.29.

(iii) sold between October 7, 2008, and October 24, 2008, inclusive, the Recognized Loss per share shall be the lesser of (1) 20% of the difference between the purchase or acquisition price and the sale price, or (2) \$2.13.

(iv) held as of the market opening on October 27, 2008, the Recognized Loss per share shall be the lesser of (1) 20% of the difference between the purchase or acquisition price and \$1.55, or (2) \$2.17.

(c) For each share of General Growth common stock ***purchased or acquired on September 19, 2008, and***

(i) sold on September 19, 2008, the Recognized Loss per share is \$0.

(ii) sold between September 22, 2008, and October 6, 2008, inclusive, the Recognized Loss per share shall be the lesser of (1) the difference between the purchase or acquisition price and the sale price, or (2) \$5.67.

(iii) sold between October 7, 2008, and October 24, 2008, inclusive, the Recognized Loss per share shall be the lesser of (1) the difference between the purchase or acquisition price and the sale price, or (2) \$9.91.

(iv) held as of the market opening on October 27, 2008, the Recognized Loss per share shall be the lesser of (1) the difference between the purchase or acquisition price and \$1.55, or (2) \$10.11.

(d) For each share of General Growth common stock ***purchased or acquired between September 22, 2008, and October 6, 2008, inclusive*** and

(i) sold between September 22, 2008, and October 6, 2008, inclusive, the Recognized Loss per share is \$0.

(ii) sold between October 7, 2008, and October 24, 2008, inclusive, the Recognized Loss per share shall be the lesser of (1) 20% of the difference between the purchase or acquisition price and the sale price, or (2) \$0.84.

(iii) held as of the market opening on October 27, 2008, the Recognized Loss per share shall be the lesser of (1) 20% of the difference between the purchase or acquisition price and \$1.55, or (2) \$0.88.

(e) For each share of General Growth common stock ***purchased or acquired between October 7, 2008, and October 24, 2008, inclusive*** and

(i) sold between October 7, 2008, and October 24, 2008, inclusive, the Recognized Loss per share is \$0.

(ii) held as of the market opening on October 27, 2008, the Recognized Loss per share shall be the lesser of (1) 20% of the difference between the purchase or acquisition price and \$1.55, or (2) \$0.04.

The Court has reserved jurisdiction to allow, disallow or adjust the claim of any Settlement Class member on equitable grounds.

Exclusion from the Class

If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue Defendants or the Released Persons, you may, if you so desire, request to be excluded from the Settlement Class. Defendants may withdraw from and terminate the Settlement if putative Settlement Class Members who purchased or acquired in excess of a certain amount of General Growth common stock exclude themselves from the Settlement Class.

To exclude yourself from the Settlement Class, you must mail a written request to:

General Growth Securities Litigation
Claims Administrator
c/o FRG Information Systems Corp.
P.O. Box 460, Peck Slip Station
New York, NY 10272

The request for exclusion must state: (1) your name, address, and telephone number; (2) the name and address of the Person (or nominee) in whose name the General Growth common stock was registered; (3) your purchases or acquisitions and sales of General Growth common stock made during the Settlement Class Period, including the dates, amounts of securities and price for each such purchase or sale; and (4) that you wish to be excluded from the Settlement Class. Your exclusion request must be received on or before May 5, 2010. The risk of late- or non-delivery lies solely with you. All Persons who submit valid and timely requests for exclusion in the manner set forth in this paragraph shall have no rights under the Settlement Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlement Stipulation or the Judgment.

All Persons falling within the definition of the Settlement Class who do not request exclusion in the manner set forth in this paragraph shall be members of the Settlement Class and shall be bound by the Settlement Stipulation and Judgment, whether or not they submit valid Proofs of Claim and Release or receive any distribution from the Net Settlement Fund.

Dismissal and Releases

If the proposed Settlement is approved, the Court will enter a Judgment (the "Judgment"), dismissing all Released Claims against the Released Persons (as defined above and in the Proof of Claim and Release which accompanies this Notice), and Settlement Class Members may not thereafter assert any of such claims against the Released Persons. The Judgment will provide that the fact of the Settlement or the terms thereof may not be used against Released Persons in any action or proceeding, except to enforce the Judgment.

The Judgment will also provide that all Settlement Class Members who do not validly and timely request to be excluded from the Settlement Class shall be deemed to have released and forever discharged all Released Claims against all Released Persons.

Conditions for Settlement

The Settlement is conditioned upon, among other things: (1) entry of the Judgment by the Court as provided for in the Settlement Stipulation, and (2) expiration of the time to appeal from the Judgment. If any one of the conditions described in the Settlement Stipulation is not met, the Settlement Stipulation might be terminated and, if terminated, will become null and void, and shall not prejudice the rights, claims, defenses or positions of any Party thereto.

The Right to Be Heard at the Hearing

If you are a Settlement Class Member who has not validly and timely requested to be excluded from the Settlement Class you may object to any aspect of the Settlement (including the Plan of Allocation, the Fee and Expense Application, or the Lead Plaintiff's Expense Application). To object, you must send a signed letter saying that you are a Settlement Class Member in the General Growth Securities Litigation, that you object to the Settlement, and the reasons why you object. In your objection, you must include your name, address, telephone number, and signature. You must also include your purchase(s) or acquisition(s) and sale(s) of General Growth common stock during the Settlement Class Period, including the number of shares and the dates of each purchase or acquisition and sale. Your objection must be received by the Court and by all of the following no later than May 5, 2010:

Clerk of the United States District Court
Northern District of Illinois
219 South Dearborn Street,
Chicago, Illinois 60604

Nancy A. Kulesa
IZARD NOBEL LLP
29 South Main Street, Suite 215
West Hartford, CT 06107

Dean N. Panos
JENNER & BLOCK LLP
353 N. Clark Street
Chicago, Illinois 60654

The risk of late- or non-delivery lies solely with you. The notice of objection must demonstrate the objecting Person's membership in the Settlement Class, and contain a statement of the reasons for objection. Only members of the Settlement Class who have properly submitted written notices of objection in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

Examination of Papers

This Notice is a summary notice and does not describe all of the details of the Settlement Stipulation. For full details of the matters discussed in this Notice, you may desire to review the Settlement Stipulation filed with the Court, which may be inspected at the office of the Clerk of the United States District Court, Northern District of Illinois, 219 South Dearborn Street, Chicago, Illinois 60604, during business hours. If you have any questions about the settlement of the Litigation, you may contact Lead Counsel as set forth above or your own personal attorney.

INQUIRIES SHOULD NOT BE DIRECTED TO THE COURT OR TO THE CLERK OF THE COURT OR TO THE DEFENDANTS

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES:

If you purchased or otherwise acquired any publicly-traded common stock of General Growth during the Settlement Class Period as nominee for a beneficial owner, then, within fourteen (14) days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim and Release by first class mail to all such Persons, or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

General Growth Securities Litigation
Claims Administrator
c/o FRG Information Systems Corp.
P.O. Box 460, Peck Slip Station
New York, NY 10272

If you choose to mail the Notice and Proof of Claim and Release yourself, you may obtain (without cost to you) as many additional copies of these documents as you will need to complete the mailing from the Claims Administrator.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred in connection with forwarding the Notice and Proof of Claim and Release, and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim and Release.

Dated: March 22, 2010

*By Order of the United States District Court,
Northern District of Illinois*