

Fill in this information to identify the case:

Debtor 1 Highland Capital Management, L.P.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware

Case number 19-12239-CSS

Official Form 410
Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Dell Financial Services L.L.C.
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>DFS-Bankruptcy</u>	_____
Name _____	Name _____
<u>P.O. Box 81577</u>	_____
Number Street _____	Number Street _____
<u>Austin TX 78708</u>	_____
City State ZIP Code _____	City State ZIP Code _____
Contact phone <u>(512) 728-5133</u>	Contact phone _____
Contact email <u>Steve.Snyder@Dell.com</u>	Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

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- Date Stamped Copy Returned
- No self addressed stamped envelope
- No copy to return

Proof of Claim



193405419122400000000004

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 6,486.12 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Lease and Loan

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 6,290.86

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

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12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/05/2019
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

RECEIVED

DEC 24 2019

KURTZMAN CARSON CONSULTANTS

Name Steve J. Snyder
First name Middle name Last name

Title Senior Recovery Manager

Company Dell Financial Services L.L.C.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address SAME AS ABOVE
Number Street

City State ZIP Code

Contact phone (512) 728-5133 Email steve_snyder@dell.com

December 18, 2019

Via Certified Mail, Return Receipt Requested

Kurtzman Carson Consultants, LLC
as Claims Agent for Highland Capital Management
2335 Alaska Avenue
El Segundo, CA 90245

Re: Case No. 19-12239-CSS; *In re Highland Capital Management, L.P.*; in the United States Bankruptcy Court for the District of Delaware

Dear Sir/Madam:

Enclosed please find the original and one (1) copy of the proof of claim prepared on behalf of Dell Financial Services L.L.C. for filing in the above-referenced bankruptcy case. Please file-stamp the extra copy of the proof of claim and return it to me using the enclosed postage paid envelope.

By copy of this letter, counsel for the Debtor and the United States Trustee are receiving notice of this filing.

Thank you for your assistance and cooperation in this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,



Arlana Prentice
Paralegal for Sabrina L. Streusand

\alp
Enclosures

cc: Debtor's counsel
U.S. Trustee

**ATTACHMENT "A" TO PROOF OF CLAIM
FOR DELL FINANCIAL SERVICES L.L.C.**

HIGHLAND CAPITAL MANAGEMENT, L.P. ("DEBTOR")

1. Dell Financial Services L.L.C. (hereinafter referred to as "DFS") supplied and leased to the Debtor certain goods including, but not limited to, computers, monitors, printers, servers and other products as identified in the Lease. The terms and conditions as agreed to by the Debtor for the Lease, as well as the current balance information are attached hereto and incorporated herein as **Exhibit 1**. The business lease for Lease No. 501-8473649-001 commenced on April 16, 2007 for a term of 36 months. Debtor has a current past due balance of \$6,290.86.

2. Additionally, DFS supplied and sold to the Debtor certain other goods and/or services including, but not limited to, computers, monitors, printers, servers and other products. Generally, the orders for such products were received via e-mail from the Debtor and were agreed to through a series of acceptances set forth on the contractual forms. The loan was for business purposes only. A true and correct copy of the customer account inquiry and the statement are attached hereto and incorporated herein as **Exhibit 2**. The balance on the loan is \$195.26.

NOTE: DFS RESERVES THE RIGHT TO AMEND THIS PROOF OF CLAIM AS FURTHER INFORMATION BECOMES AVAILABLE.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the Proof of Claim has been served this 18th day of December, 2019, as indicated below, via certified mail, return receipt requested, and/or regular U.S. Mail, postage prepaid, on the following:

Debtor's Attorney:

Gregory V. Demo
John A. Morris
Pachulski Stang Ziehl & Jones LLP
780 Third Avenue, 34th Floor
New York, NY 10017-2024

Ira D. Kharasch
Jeffrey N. Pomerantz
Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067

Maxim B. Litvak
Pachulski Stang Ziehl & Jones LLP
150 California Street, 15th Floor
San Francisco, CA 94111

James E. O'Neill
Pachulski Stang Ziehl & Jones LLP
919 N. Market Street, 17th Floor
Wilmington, DE 19801

United States Trustee

Jane M. Leamy
Office of the US Trustee
844 King Street, Suite 2207
Wilmington, DE 19801

Claims Agent (Via CMRRR)

Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

/s/ Sabrina L. Streusand
Sabrina L. Streusand



APRIL 03, 2007 04:44:01 PM

HIGHLAND CAPITAL MANAGEMENT LP
13455 NOEL RD STE #800
DALLAS, TX 75240

Test RE: Loan Number: 501 - 8473649 - 001
DELL Customer Number: 3809536

Attention: **ACCOUNTS PAYABLE**



CIT Bank, through an affiliation with Dell Financial Services L.P. ("DFS"), is pleased to provide the following Loan Agreement.

Please review the terms and conditions of the Loan Agreement carefully and retain a copy for future reference. If you received this letter and the attached Loan Agreement electronically, please print or download and save a copy for your records. The Loan Agreement describes your obligation to repay the loan made to you by CIT Bank ("Bank") to finance your purchase of Dell products that you selected and ordered from Dell Computer or its affiliates ("Dell"). **Please note that your signature appears on the Loan Agreement in the form of a pass code. If there is also a personal guarantor ("Guarantor") of the Loan, the Guarantor's signature pass code will have the letters "PG" in front of it.**

If the Loan Agreement terms and conditions are acceptable, you (and the Guarantor, if applicable) do not need to take any further action unless you receive an e-mail, fax or overnight letter specifically seeking a reply. The Bank will advance the funds from the loan to Dell to pay for your purchase after it is shipped.

If you choose to not accept the terms and conditions of the Loan Agreement, you (and the Guarantor, if applicable) must contact a DFS representative by calling 1(877) 577-3355 within 1 business day of receipt of this Loan Agreement. In order to cancel your Loan Agreement, you will need to provide the DFS representative with the Loan Number, your Dell Customer Number, both shown above, and/or your order number(s). The DFS representative will contact the Bank on your behalf so that the Loan Agreement will not become effective, and either cancel your Dell order or arrange with you for another method of payment. If your Dell order is shipped to you after you have canceled the Loan Agreement without arranging for another payment method with Dell, you must refuse the shipment. If the shipment is left at the shipping address without a signature, do not open the boxes. Call the carrier and tell them that you are refusing shipment. The carrier will arrange with you to pick up the shipment and return it to Dell. If you fail to do this, your Loan Agreement will be deemed accepted by you.

If you choose to take advantage of the 60 Days Same as Cash option within your Loan Agreement, you must send payment in full of the Dell Order Total to the below address before the 60th day following the Commencement Date of your Loan. If you do not wish to take advantage of this option, or if you do not pay in full before the 60th day, you will be charged a Processing Fee and interest from the Commencement Date.

Remit To Address:
DFS Acceptance
Payment Processing Center
PO Box 5292
Carol Stream, IL 60197-5292

Please remember to include your contract number on your check.

Frequently Asked Questions:

What if I want to change my equipment order? Call your Dell representative at 1(800) 289-3355 for any questions or changes about your Dell equipment order. We will need to provide you with a revised Loan Agreement if the dollar amount of your order changes. This may delay the shipment of your order.

What if I want to change the address on my equipment order? Contact your Dell representative at 1(800) 289-3355 to change the shipping or billing address. This may delay the shipment of your order.

How can I check the status of my equipment order? You may check your Dell order status on-line at www.dell.com, or you may call Dell Customer Service at 1(800) 624-9897.

When will I get my monthly bill? You will receive your monthly bill for your first scheduled payment 10-20 days after your 60 day interest free period. You can also get account information on-line at www.dellfinancialservices.com.

PLEASE NOTE: WE DO NOT ACCEPT CREDIT CARD PAYMENTS.

Other Questions?

Loan Agreement Questions:

CIT Bank
c/o Dell Financial Services
1-877-577-3355
<http://dfs.us.dell.com/service/>
(Please include your Loan Number in email)

Dell Order Information, Ship Date or Warranty Questions:

Dell Sales Consultant
1-800-879-9500
(make sure to reference your DELL Customer number when calling Dell Sales)
www.dell.com

Thank you for choosing CIT Bank to finance this purchase. We hope you enjoy your new Dell system.

LOAN No. 501 - 8473649 - 001
DATE: APRIL 03, 2007 04:44:01 PM

60 DAYS SAME-AS-CASH LOAN AGREEMENT

Borrower Full Legal Name and Address: HIGHLAND CAPITAL MANAGEMENT LP 13455 NOEL RD STE #800 DALLAS, TX 75240		Borrower Fed ID/Social Security No. 752716725	Lender Name and Address: CIT BANK 2180 South 1300 East, Suite 250 Salt Lake City, UT 84106
Attn: ACCOUNTS PAYABLE			Please remit payments to: DFS Acceptance Payment Processing Center PO Box 5292 Carol Stream, IL 60197-5292
Shipping Address (if different) See Attachment A		Type of Business Limited Partnership	
Dell Order Information		Loan Information	
Dell Order Number: See Attachment A		Loan Principal: \$ 13,176.84 ("Principal")	
Dell Equipment Order Total: \$: 11,863.36		Processing Fee: \$ 75.00 ("Processing Fee")	
Financed Sales Tax (estimate): \$: 998.56		Interest Rate: 24.49% per year ("Interest Rate")	
Shipping and Handling (estimate): \$: 239.92		Monthly Payment: \$ 563.55 (payable in arrears) ("Payment")	
Dell Order Total: \$ 13,101.84		Loan Term: 36 months commencing on the Commencement Date (defined below)	

TERMS AND CONDITIONS OF LOAN AGREEMENT

Acceptance of Loan: In return for this loan ("Loan") from CIT Bank ("Lender" or "we" or "us"), you, the Borrower, promise to pay the **Principal**, plus interest (at the Interest Rate) on the unpaid balance of Principal to Lender or its assignees. The **Principal** includes the amount of the Dell Order Total above plus the Processing Fee. Lender will pay the Dell Order Total amount to Dell Computer Corporation or its affiliates (hereinafter "Dell"), for the purchase of products you ordered from Dell (the "**Products**") as shown above in the Dell Order Information and on Attachment A. This written copy of the Loan Agreement is being provided to you (by electronic means or otherwise) as evidence of your indebtedness. **YOU ACKNOWLEDGE THAT THE PASS CODE APPEARING AT THE BOTTOM OF THIS LOAN AGREEMENT REPRESENTS BORROWER'S SIGNATURE PROVIDED TO US BY TELEPHONE BY A REPRESENTATIVE OF BORROWER WHO AUTHORIZED US TO PLACE THE BORROWER'S PASS CODE SIGNATURE ON THE LOAN WITH THE INTENTION OF BINDING BORROWER TO THE TERMS AND CONDITIONS OF THE LOAN. IF THERE IS ALSO A PERSONAL GUARANTOR ("GUARANTOR") OF THE LOAN, GUARANTOR ACKNOWLEDGES THAT THE PASS CODE, WITH THE LETTERS "PG" IN FRONT OF IT, THAT APPEARS AT THE BOTTOM OF THE LOAN AGREEMENT REPRESENTS GUARANTOR'S SIGNATURE AND THAT GUARANTOR AUTHORIZED US TO PLACE HIS OR HER SIGNATURE ON THE LOAN WITH THE INTENTION OF BINDING GUARANTOR. YOU (OR THE GUARANTOR IF APPLICABLE) MUST NOTIFY US THAT YOU DO NOT AGREE TO THIS LOAN AGREEMENT WITHIN 1 BUSINESS DAY AFTER YOU RECEIVE IT. AFTER 1 BUSINESS DAY, WE WILL AUTHORIZE DELL TO FULFILL YOUR PRODUCT ORDER. A BUSINESS DAY IS ANY DAY (EXCEPT SATURDAY, SUNDAY OR A LEGAL HOLIDAY) THAT COMMERCIAL BANKING INSTITUTIONS IN SALT LAKE CITY, UTAH ARE OPEN FOR BUSINESS.** You acknowledge that use of the Principal under this Loan Agreement constitutes your acceptance of the terms contained in this Loan Agreement and that retention of the Products after receipt of a copy of this Loan Agreement shall constitute use of the credit offered. You acknowledge that Lender is relying upon the accuracy of the information you have provided during the application process. If Lender learns that this information is incorrect, inaccurate or misleading in any way, you agree that Lender may void this Loan Agreement and instruct Dell not to ship the Products. **You further acknowledge that this Loan is for business purposes and not for personal, family or household uses and that the Loan Agreement is a valid and binding obligation of the Borrower and the person accepting this Loan Agreement for Borrower is authorized to do so and that Borrower has full authority to enter into this Loan Agreement.**

Payment Adjustment; Return of Products: You authorize us to adjust the amount of the monthly Payment (increase up to 15% or decrease) listed based on changes in the final amount of the Dell Order Total (which is all amounts we have paid or will pay in connection with your order such as Shipping and Handling, changes by you in your Product order and changes in the amount of applicable Financed Sales Tax). The adjusted Payment will be in your monthly invoice. You may contact us to receive written

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DATE: APRIL 03, 2007 04:44:01 PM

confirmation of a Payment adjustment. You hereby assign to Lender the amount of any refund, credit (including taxes), discount, rebate or credit you receive for any Products that you return in accordance with Dell's standard merchandise return policies. Lender will apply any such payment it receives from Dell as a credit against your next Payment and all other amounts owed under this Loan Agreement, however, you agree that you shall continue to owe the unpaid amounts. **You acknowledge that: (1) you selected the Products and you will not assert any claims that you may have with respect to the Products against Lender, and (2) you have an unconditional obligation to pay Lender under this Loan Agreement and you cannot withhold, set off or deduct Payments for any reason.**

Payment and Interest: You understand that by accepting this Loan Agreement you will owe the Principal, plus interest at the Interest Rate shown above on the unpaid balance of Principal, to Lender. Interest begins to accrue five (5) days after the Products are shipped to you by Dell (the "**Commencement Date**"). You will pay no interest or Processing Fee if you pay the entire Dell Order Total dollar amount on or before the 60th day after the Commencement Date. Payments are in arrears with the first Payment due on the ninetieth (90th) day after the Commencement Date and following Payments will be due on the same day of each subsequent month. Payments will be applied first to the outstanding Payment, then to unpaid late and other charges. Lender will apply any payment it receives in excess of the Payment noted above as a credit against your next scheduled Payment and all other amounts owed under this Loan Agreement. Interest will be calculated on the scheduled balance based upon a 30/360-day basis. We reserve the right to compound interest.

Late Charges; Returned Checks: For each Payment not received in full within 5 days after the date the Payment is due, you must pay a late charge of **5.00%** of the Payment that is due and unpaid or **\$29.00**, whichever is greater. Your payment of a late charge or the acceptance by the Lender of a late payment does not excuse your default or mean that you can keep making Payments late. You agree to pay a charge of **\$25** for any check you give that is returned unpaid for any reason.

Prepayment: The Loan may be prepaid in whole, but not in part, at any time. If you pay in full the Dell Order Total dollar amount on or before the 60th day after the Commencement Date, you will pay no interest or penalties on the Principal or any Processing Fee. If you pay in full more than 60 days after the Commencement Date, then in addition to the next scheduled Payment due under the Loan, you will pay the then outstanding Principal balance of the Loan and all other amounts due and owing under or in connection with this Loan, together with a prepayment fee equal to the following percentages of the original Principal amount at the point in time that the prepayment is made: For a 36 month term: 3% in months 3-12, 2% in months 13-24, 1% in months 25-36. For a 48 month term: 4% in months 3-12, 3% in months 13-24, 2% in months 25-36 and 1% in months 37-48.

Address for Payments: The address where Payments should be sent is on the first page of the Loan and will be noted on invoices.

Default: You will be in default if you do not make any Payment in full within **10** days after it is due. You will be in default if you gave false or misleading information on your application relating to this Loan Agreement. You will be in default if you do not keep any other promise you make in this Loan Agreement. If you are in default, the entire unpaid balance of both Principal and earned and unpaid Interest and a liquidated damages amount equal to 5% of the original Principal amount shall be immediately due and payable and the total unpaid balance (including all other amounts due under this Loan Agreement) shall bear interest at the Interest Rate shown above until paid in full. You agree to pay the reasonable fees of an attorney and collection costs we incur at any time in collecting amounts you owe under this Loan Agreement, including during any bankruptcy proceedings or upon any appeal.

Assignment: Lender may sell and assign this Loan Agreement and may do so without your permission. You may not assign your obligations under this Loan Agreement.

Entire Agreement: This Loan Agreement is a final expression of the agreement between you and Lender and may not be contradicted by evidence of any oral agreement or statement. Except for Payment adjustments as authorized above, any change in these terms and conditions must be in writing and signed by us.

Governing Law: This Loan Agreement is governed by the laws of the State of Utah, which is where the Lender is located, and applicable Federal law. If this applicable law does not allow all the agreements in this Loan Agreement, the ones that are not allowed will be void. The rest of this Loan Agreement will still be valid.

ARBITRATION: Either you, the Lender, or anyone to whom this Loan Agreement is assigned may choose to have any dispute arising under this Loan Agreement or the purchase of the Products resolved by binding arbitration. The party demanding arbitration may elect for the arbitration to be conducted under the rules then in effect of either the National Arbitration Forum ("**NAF**"); JAMS/Endispute; or the American Arbitration Association. Where available, the arbitration shall be conducted under the commercial rules of the selected forum, as amended by this Arbitration Clause. Arbitration rules and other information are available by contacting these arbitration forums:

American Arbitration Association
1150 Connecticut Avenue, NW, Floor 6
Washington, D.C. 20036-4104
www.adr.org
202-296-8510

JAMS/Endispute
700 11th Street, N.W., Suite 450
Washington, D.C. 20001
www.jams-endispute.com
800-352-5267

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
www.arb-forum.com
612-631-1105

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Any party may elect to arbitrate even if an action has been filed in court, so long as no judgment has been rendered. However, if the party that has not demanded arbitration prefers to proceed in small claims court instead of arbitrating the claim, the party that has demanded arbitration shall be required to revoke the demand for arbitration and litigate in small claims court after receiving adequate assurance that the total of all current and future claims to be raised in the small claims court action by the party that has not demanded arbitration will not exceed a total amount in controversy of \$5,000.

A single arbitrator shall hold the arbitration hearing in the federal judicial district where you live. The arbitrator shall apply applicable law. The arbitrator's award shall be final and binding on all parties, except that in the event of an award in excess of \$100,000, the non-prevailing party may request a new arbitration by a three-arbitrator panel under the selected forum's rules.

Each party shall pay its own arbitration costs and expenses, including attorneys' fees, except that the arbitrator may award attorneys' fees, court costs and other charges if applicable law permits. Either party may enter judgment on the award in the highest local, state or federal court or before any administrative body that has jurisdiction. This Arbitration Clause shall survive termination or expiration of this Loan Agreement. No class action arbitration may be brought or ordered under this Arbitration Clause and there shall be no joinder of parties, except for joinder of parties mentioned in this Arbitration Clause.

UNDER THIS ARBITRATION AGREEMENT, DISPUTES BETWEEN THE PARTIES MAY BE RESOLVED BY BINDING ARBITRATION EVEN IF YOU WOULD PREFER TO SETTLE YOUR DISPUTE IN COURT; YOU MAY NOT HAVE THE RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR TO BE EXAMINED IS MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE AN ARBITRATION AWARD IN COURT ARE VERY LIMITED. WE RETAIN AN OPTION TO USE JUDICIAL OR NON-JUDICIAL RELIEF TO ENFORCE THIS LOAN IF YOU ARE IN DEFAULT. JUDICIAL RELIEF WOULD TAKE THE FORM OF A LAWSUIT THAT WILL NOT CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY TO COMPEL ARBITRATION REGARDING ANY OTHER DISPUTE OR REMEDY SUBJECT TO ARBITRATION IN THIS LOAN, INCLUDING YOUR FILING OF A COUNTERCLAIM IN A SUIT BROUGHT BY US PURSUANT TO THIS PROVISION.

Personal Guaranty: In consideration for us entering into this Loan Agreement, the Guarantor whose name is below, unconditionally and irrevocably guarantees to us the prompt payment and performance of all obligations of Borrower under this Loan regardless of any circumstance, which might otherwise be a defense available to, or a discharge of Borrower or the Guarantor. Guarantor agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against Guarantor without first proceeding against Borrower or the Products. Guarantor waives all defenses and notices, including those of protest, presentment and demand, notice of acceptance hereof and all other notices of any kind. Guarantor agrees that we can renew, extend or otherwise modify the terms of this Loan without releasing Guarantor. Guarantor will pay to us all expenses including attorneys' fees incurred by us in enforcing our rights against Guarantor. This is a continuing guaranty that will not be discharged or affected by Guarantor's death and will bind Guarantor's heirs, administrators and personal representatives. We may, without affecting Guarantor's liability hereunder, compromise or release any rights against Borrower, the Products or any Guarantor. Guarantor consents to the transfer, sale or any other disposition of the Products and the Loan. This Guaranty may be enforced by any assignee or successor of ours to the same extent that we may enforce it. Guarantor authorizes us and any of our affiliates and assigns to obtain credit bureau reports regarding Guarantor's personal credit and make other credit inquiries and reports that we determine are necessary. Guarantor agrees to the terms of this Personal Guaranty including being governed by the laws of the State of Utah and to arbitration as provided above.

AN AUTHORIZED REPRESENTATIVE OF BORROWER HAS PROVIDED US WITH A PASS CODE TO REPRESENT BORROWER'S SIGNATURE AND HAS AUTHORIZED US TO PLACE THE PASS CODE ON THIS LOAN AGREEMENT TO SIGNIFY THE BORROWER'S INTENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT. THE GUARANTOR, IF ANY, HAS AUTHORIZED US TO PLACE A PASS CODE WITH THE LETTERS "PG", TO REPRESENT HIS OR HER SIGNATURE AND TO SIGNIFY GUARANTOR'S INTENT TO PERSONALLY GUARANTEE THE LOAN AGREEMENT.

BUSINESS APPROVAL

**PASS CODE: hcmlp
03-APR-07 04:43:57 PM**

PG Required? No

PERSONAL GUARANTOR APPROVAL

PG NAME:

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PASS CODE: PG

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Attachment A

Attached hereto and made a part hereof Loan No.: 501 - 8473649 - 001 between Lender and HIGHLAND CAPITAL MANAGEMENT LP as Borrower.

Product Location	General Product Description/Quantity	
13455 NOEL RD		Dell Order #599651745
STE 800	Description	Quantity
DALLAS	Latitude D620, Intel Core 2 Duo T5500, 1.66GHz, 667Mhz,	4
TX	2ML2 Cache, Dual Core	
75240	14.1 inch Wide Screen WXGA LCDfor Latitude D620	4
	2.0GB, DDR2-667 SDRAM, 2 DIMM for Dell Latitude Notebooks	4
	Internal English Keyboard for Latitude Notebooks	4
	Intel Integrated Graphics Media Accelerator 950 Latitude D620	4
	80GB Hard Drive 9.5MM, 7200RPMfor Dell Latitude DX20	4
	Standard Touchpad for LatitudeD620	4
	No Floppy Drive for Latitude D-Family Notebooks	4
	Windows XP Professional, SP2 with media, for Latitude English, Factory Installed	4
	65W AC Adapter for Latitude D-Family	4
	24X CDRW/DVD with Cyberlink Power DVD, for Latitude D-Family	4
	Dell Wireless 1390 WLAN (802.11g,54Mbps) Mini Card for Latitude	4
	Quick Reference Guide for Latitude D620L, Factory Tied	4
	Resource CD w/ Diagnostics andDrivers for Latitude D620 Notebook	4
	6-Cell/56 WHr Primary Battery Latitude D620	4
	GTS,Personal Systems,TechnicalSupport Letter	4
	CompleteCare Accidental DamageSvc, Lat, 3Yr	4
	Gold Technical Support ServiceLatitude, 3 Years	4
	Thank you for choosing 3 Year Standard Plan	4
	Dell Hardware Warranty, Initial Year	4
	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year	4
	Dell Hardware Warranty, Extended Year(s)	4
	Type 3 Contract - Next Business Day Parts + Labor On-Site Response 2YR Extended	4
	Thank you for choosing Dell	4
	Intel Core 2 Duo Processor	4
	WINDOWS XP STICKER, OPTI/PWS/LAT/INSP/DIM	4
	Purchase is NOT intended for resell	4
	Dell Order #599651364	
13455 NOEL RD	Description	Quantity
STE 800	Latitude D620, Intel Core 2 Duo T5500, 1.66GHz, 667Mhz,	4
DALLAS	2ML2 Cache, Dual Core	
TX	14.1 inch Wide Screen WXGA LCDfor Latitude D620	4
75240	2.0GB, DDR2-667 SDRAM, 2 DIMM for Dell Latitude Notebooks	4
	Internal English Keyboard for Latitude Notebooks	4
	Intel Integrated Graphics Media Accelerator 950 Latitude D620	4
	80GB Hard Drive 9.5MM, 7200RPMfor Dell Latitude DX20	4

LOAN No. 501 - 8473649 - 001
DATE: APRIL 03, 2007 04:44:01 PM

Standard Touchpad for LatitudeD620	4
No Floppy Drive for Latitude D-Family Notebooks	4
Windows XP Professional, SP2 with media, for Latitude English, Factory Installed	4
65W AC Adapter for Latitude D-Family	4
24X CDRW/DVD with Cyberlink Power DVD, for Latitude Family	4
Dell Wireless 1390 WLAN (802.11g,54Mbps) Mini Card for Latitude	4
Quick Reference Guide for Latitude D620L, Factory Tied	4
Resource CD w/ Diagnostics andDrivers for Latitude D620 Notebook	4
6-Cell/56 WHr Primary Battery Latitude D620	4
GTS,Personal Systems,TechnicalSupport Letter	4
CompleteCare Accidental DamageSvc, Lat, 3Yr	4
Gold Technical Support ServiceLatitude, 3 Years	4
Thank you for choosing 3 Year Standard Plan	4
Dell Hardware Warranty, Initial Year	4
Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year	4
Dell Hardware Warranty, Extended Year(s)	4
Type 3 Contract - Next Business Day Parts + Labor On-Site Response 2YR Extended	4
Thank you for choosing Dell	4
Intel Core 2 Duo Processor	4
WINDOWS XP STICKER, OPTI/PWS/LAT/INSP/DIM	4
Purchase is NOT intended for resell	4

All other terms and conditions of the Loan shall remain unchanged.

CUST:02 Contract Detail Information 11/26/2019
 ** More Messages **
 Lessor... 501 Cust HIGHLAND CAPITAL MA Branch 999 NON-PERFORM
 Contract 8473649-001 Cntc ACCOUNTS PAYABLE 01* Dealer
 L/Worked Tel. 9726284100

02* Delin Cd 181 Commenced. 04/16/07 20* End Dep
 L/Pymt... 10/09/07 Cont Term: 36 21* Tot Due 6,290.86
 Paid To... 06/16/09 Term Date: 04/16/10 22* Tot P/D 6,290.86
 Due Day... 16 14* Asset Data Net Res
 Lead Days 23 Gross Cont 19,160.70 Collat.
 B/Cycle... YYYYYYYYYY Pymts 23.1 13,043.84 25* Comment
 Pymt Amt. 563.55 Balance... 6,116.86 Chapter 11 Bkcy
 09) PO Num Net Invest 5,813.57 26* B/O Msg
 10* Inv Desc Dell Financi Sec Dep... 33* Related Parties
 27) Agent... 9024 SIMS, SHAWNITA
 28) Lock Agnt N No 31* Collection Cntct Data 34* Message Maint
 F/U Date Cod Message 35* Message Delete
 29) 36* Follow/up Hist
 30* Follow-up Data 32* More Contact Info 37* Detail Info
 Selection

CUST:02 Contract Detail Information 11/26/2019
 ** More Messages **
 Lessor... 501 Cust HIGHLAND CAPITAL MA Branch 999 NON-PERFORM
 Contract 8473649-001 Cntc ACCOUNTS PAYABLE 01* Dealer
 L/Worked Tel. 9726284100

02* Delin Cd 181 Commenced. 04/16/07 20* End Dep
 L/Pymt... 10/09/07 Cont Term: 36 21* Tot Due 6,290.86
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 Lead Days 23 Gross Cont 19,160.70 Collat.
 B/Cycle... YYYYYYYYYY Pymts 23.1 13,043.84 25* Comment
 Pymt Amt. 563.55 Balance... 6,116.86 Chapter 11 Bkcy
 09) Total Due

Current Due	06* Late Charges	174.00
Pastdue 1-30	Interest.....	
Pastdue 31-60	Taxes.....	
Pastdue 61-90	09* Miscellaneous	
Pastdue 91+++	Total Due....	6,290.86
6,116.86		

Selection

ARCQ (4) DFS PRODUCTION PAGE 01 11/26/2019
 CUSTOMER ACCOUNT INQUIRY 18:16:57
 ORG 002 ACCT 6879450205000226580 DATE OPENED 04/03/2007
 NAME HIGHLAND CAPITAL MANAGEMENT, L.P. HOME PHONE 9722334300
 ADDR 13455 NOEL RD STE 800 WORK PHONE 9726284142
 ADD2 STE 800
 CITY DALLAS STATE TX ZIP 75240-1530
 EMAIL

PCT ID 420 STAT Z STMT FLAG SVC TIER S
 CYCLE 14 BC1 Z BC2 J COLL ID FPQ
 FEE WAIVER / DATE 00000000
 DESIGNEE 1
 DESIGNEE 2

CURR BAL	195.26	CURRENT DUE	.85
CREDIT LIMIT	.00	PAST DUE	.00
OTB	.00	TOTAL DUE	.85
MEMO BAL	195.26	PYMT DUE DATE	12/09/2019
LST STMT DATE	11/14/2019	NXT STMT DATE	12/14/2019
AMT LAST PMT	119.15	LST PYMT DATE	11/13/2009
YTD PAYMENTS	.00	AUTOPAY	N
CURRENCY 840	NOD 2	PER ITEM NOD 3	PERCENTAGE NOD 7
PF1=ARMU	PF2=ARQB	PF3=ARQN	PF4=ARQA
		PF5=ARTD	PF6=ARSD





DELL Financial Services

Contact Dell Financial Services Customer Care by visiting us online at www.dell.com/dfs or 1-866-413-3355. Please see reverse side for important account information and contact information

Special Messages for HIGHLAND CAPITAL MANAGEMENT, L.P.

Account: 6879 4502 0500 0226 580

Your account is past due. We would like to work with you to resolve your situation. Please contact us immediately.

Dell Business Credit Revolving Account Summary

Previous Balance	Payments & Credits	Purchases/Other Charges	Finance Charges	New Balance
\$280.45	\$0.00	\$29.00	\$5.10	\$314.55

Statement Date	November 14, 2009	Payment Due Date:	December 09, 2009
Dell Business Credit Limit	\$100,000.00	Current Month Minimum Payment	\$15.00
Available Dell Business Credit Limit	\$99,685.45	Past Due Amount	\$105.00
Amount Over Dell Business Credit Limit	-	Total Minimum Payment Due	\$120.00

Finance Charge Summary (Please see reverse side for important information)

PLEASE NOTE: TO AVOID ADDITIONAL FINANCE CHARGES, PAY THE NEW BALANCE BY THE PAYMENT DUE DATE .

Plan Type	Promotion Expiration Date	Balance Subject to Finance Charge	Daily Periodic Rate	Corresponding Interest Rate	Days in Cycle	FINANCE CHARGES	Promotion Plan Deferred Finance Charges	New Plan Balance	Minimum Amount Due Per Plan
REGULAR PLAN		\$286.06	0.0575%	20.99%	31	\$5.10		\$314.55	\$120.00

Transaction Detail

Transaction Date	Description	Detail	Amount
11-09-09	LATE CHARGE ASSESSMENT		29.00
11-13-09	BILLED FINANCE CHARGES		5.10

Please Detach Here

DELL Business Credit
Offered by WebBank

Please make your check payable to: Dell Business Credit. Include your account number on your check or money order. Return this portion with payment. Do not staple or fold.

Your Account Number 6879 4502 0500 0226 580	New Balance \$314.55	Payment Due Date December 09, 2009	Amount Past Due \$105.00	Total Minimum Payment Due \$120.00
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New Address or Phone Number?
Please visit us at www.dell.com/dfs or
check www.dell.com/dfs for more info.

Amount \$
Enclosed:

You can also make your payment online at www.dell.com/paydbc

04/15/09 11:30 0004672 20091114 EK1VT103 DBC Sbrl 1 02 DOM EK1VT100000 155879 BD



HIGHLAND CAPITAL MANAGEMENT, L.P.
13455 NOEL RD STE 800
STE 800
DALLAS TX 75240-1530



DELL BUSINESS CREDIT
PAYMENT PROCESSING CENTER
P.O. BOX 5275
CAROL STREAM, IL 60197-5275

16879450205000226580000003145500000150000001200012092009000035852