

**Fill in this information to identify the case:**

Debtor Highland Capital Management, L.P.

United States Bankruptcy Court for the: Northern District of Texas  
(State)

Case number 19-34054

**Official Form 410  
Proof of Claim**

04/19

**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 or 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. <b>Who is the current creditor?</b>	<u>CALLAN, BENTLEY</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small>	
	Other names the creditor used with the debtor <u>Clay Callan</u>	
2. <b>Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. <b>Where should notices and payments to the creditor be sent?</b>	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>CALLAN, BENTLEY</u> <u>1604 LEEWARD LANE</u> <u>PLANO, TX 75093</u>	
	Contact phone <u>972-273-9808</u>	Contact phone _____
	Contact email <u>ccallan03@yahoo.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. <b>Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small>	
5. <b>Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**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? \$ 191,600. estimated. 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.  
Cornerstone Healthcare Group Holding, inc Stock Appreciation Unit Award

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle 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 amount 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. \$ \_\_\_\_\_

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



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

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) 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).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**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 acknowledgement 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 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 04/08/2020  
MM / DD / YYYY

/s/Bentley Clay Callan  
Signature

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

Name Bentley Clay Callan  
First name Middle name Last name

Title Former COO Cornerstone Healthcare Group

Company Cornerstone Healthcare Group, a Highland Capital Management LP Portfolio  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 573-3984 | International (310) 751-1829

<b>Debtor:</b> 19-34054 - Highland Capital Management, L.P. <b>District:</b> Northern District of Texas, Dallas Division		
<b>Creditor:</b> CALLAN, BENTLEY 1604 LEEWARD LANE  PLANO, TX, 75093  <b>Phone:</b> 972-273-9808 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> ccallan03@yahoo.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b> Clay Callan	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Cornerstone Healthcare Group Holding, inc Stock Appreciation Unit Award	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 191,600. estimated	<b>Includes Interest or Charges:</b> None	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No  <b>Amount of 503(b)(9):</b> No  <b>Based on Lease:</b> No  <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Bentley Clay Callan on 08-Apr-2020 5:33:19 p.m. Eastern Time <b>Title:</b> Former COO Cornerstone Healthcare Group <b>Company:</b> Cornerstone Healthcare Group, a Highland Capital Management LP Portfolio Company		

**CORNERSTONE HEALTHCARE GROUP HOLDING, INC.**

**STOCK APPRECIATION UNIT AWARD AGREEMENT**

Pursuant to the 2010 Stock Appreciation Unit and Phantom Unit Plan (the "**Plan**") of Cornerstone Healthcare Group Holding, Inc., a Delaware corporation (the "**Company**"), and for and in consideration of services to be rendered by the Participant to the Company,

Bentley Callan  
(the "**Participant**")

has been granted 479 Stock Appreciation Units (the "**Stock Appreciation Units**") in accordance with Article IV of the Plan, at an exercise price per Stock Appreciation Unit ("**Base Price**") equal to \$3432.00. It is expressly understood that the Stock Appreciation Units granted hereunder are not actual shares of the Company and do not confer on the Participant any voting, dividend, liquidation, or other rights of a stockholder of the Company. The Date of Grant of this Award is August 1, 2014.

1. **Subject to Plan.** This Award Agreement is subject to the terms and conditions of the Plan, and the terms of the Plan shall control. The capitalized terms used herein that are defined in the Plan shall have the same meanings assigned to them in the Plan. This Award Agreement is subject to any rules promulgated pursuant to the Plan by the Plan Administrator. **All decisions and determinations by the Plan Administrator with respect to the Plan and any Units, including the Fair Market Value of Units at redemption, shall be final, binding, and conclusive on all parties, and shall not be subject to appeal or dispute or interpretation by or on behalf of any Participant before any court or arbitral authority.**

2. **Vesting of Units.** The Units shall be 20% vested on the date of this Award Agreement. The remaining Units will initially be unvested and shall vest during the term of Participant's Service as follows: an additional 20% of the Units shall vest on August 1 in 2015, 2016, 2017 and 2018, until such Units are fully vested; *provided*, however, that if Participant remains in Service to the Company as of the date of a Change of Control, the Units shall accelerate and vest in full immediately prior to such Change of Control. No Units shall vest following Participant's Separation from Service except to the extent (if any) specifically authorized by the Plan Administrator in its sole discretion pursuant to an express written agreement with Participant.

3. **Forfeiture.** Units are subject to forfeiture in accordance with Sections 4.10 and 4.11 of the Plan.

4. **Payment Date.** The Participant shall become entitled to receive payment for vested Units upon the occurrence of the Payment Date. As used herein, "**Payment Date**" means"

- (i) The occurrence of a Change of Control; or

(ii) For any Participant, the date that is the five year anniversary of the date of grant of Units to such Participant (the “*Five Year Payment Date*”).

5. **Disbursement Date.** Subject to the terms and conditions of the Plan and the applicable Award Agreement and such administrative regulations as the Plan Administrator may from time to time adopt, amounts owing to the Participant hereunder shall be calculated on the Payment Date and paid on the Disbursement Date, which shall be a date chosen by the Plan Administrator in its sole discretion in accordance with Section 4.3 of the Plan.

6. **Payment upon Change of Control Payment Date.** A Participant who holds vested Stock Appreciation Units on a Change of Control Payment Date shall be entitled to receive on the Disbursement Date with respect to such vested Phantom Stock Units an amount equal to the excess of the Fair Market Value of a share of Common Stock on the Payment Date over the Base Price of such Stock Appreciation Unit. Payment pursuant to this Section 6 shall be made in cash or other non-cash property of equivalent value, and shall be in the same form or forms as the consideration received by the Company’s stockholders in connection with such Change of Control; *provided* that any such non-cash payment complies with Section 409A of the Code.

7. **Payment upon a Five Year Payment Date.** A Participant who holds vested Stock Appreciation Units upon a Five Year Payment Date with respect to such vested Stock Appreciation Units shall be entitled to receive on the Disbursement Date with respect to each such vested Stock Appreciation Units a number of shares of Common Stock (the “*Issued Shares*”) equal in Fair Market Value to the amount determined by (i) multiplying the number of vested Stock Appreciation Units held by such Participant by the then-current Fair Market Value of a share of Common Stock, and (ii) subtracting from that amount an amount determined by multiplying the number of vested Stock Appreciation Units held by such Participant by the Base Price of the Stock Appreciation Units. The Issued Shares will be issued to the Participant pursuant to the terms of the Stock Issuance Agreement, a form of which is attached hereto as Exhibit A. The Issued Shares will be subject to securities law compliance and transfer and other restrictions as set forth in the Stock Issuance Agreement.

8. **Dividends.** If the Company declares and pays a Dividend on its Common Stock, the Base Price of a Participant’s Stock Appreciation Units shall be reduced by an amount per Unit equal to the amount per share of Common Stock of the Dividend. Interest shall accrue on the amount of such reduction at the rate of 0% per annum and shall be paid on the Payment Date. The Plan Administrator shall have sole authority to make any calculations with respect to the foregoing, including the determination of the value of the Dividend if in other than cash.

9. **No Contract for Employment.** Nothing in the Plan confers upon any employee the right to continue in the employ of the Company, or interferes with or restricts in any way the right of the Company to discharge any employee at any time (subject to any contract rights of such employee), including, without limitation, before or after the date the Participant is entitled to payment with respect to an Award hereunder.

10. **No Rights as Shareholder.** No Participant shall have any rights as stockholder of the Company with respect to any Award.

11. **Acknowledgement of Restrictive Covenants.** By accepting an award of Units pursuant to this Agreement, to the extent any restrictive covenants are contained in Participant's employment agreement or other agreement with the Company (the "***Restrictive Covenants***"), Participant hereby (i) agrees that the Restrictive Covenants are hereby incorporated herein by reference; (ii) acknowledges and confirms Participant's obligations under the Restrictive Covenants, and (iii) acknowledges the reasonableness of the time, geographic and scope limitations of such Restrictive Covenants, especially in light of the Company's desire to protect its confidential information.

12. **Adjustment of Number of Units and Related Matters.** The number of Units under the Plan shall be subject to adjustment in accordance with the Plan (including, without limitation, Sections 1.2 and 5.4 of the Plan).

13. **Governing Law; Resolution of Disputes.** This Award Agreement shall, at the choice of the Company, be construed according to the laws of the State of Texas or the applicable law of the state in which the Participant worked for Company. All disputes relating to the interpretation and enforcement of the provisions of this Award Agreement shall, at the choice of the Company, be resolved and determined exclusively by the federal or state courts in Dallas, Texas or in the federal or state courts in the state where the Participant worked for the Company. The Parties agree that the Participant's sole remedy for any claim, liability or obligation of any nature, arising out of or relating to the Plan, this Award Agreement or any stock issuance made pursuant any Stock Issuance Agreement, or an alleged breach of the Plan, this Award Agreement or any Stock Issuance Agreement (collectively, "***Claims***"), shall be against the Company, and that Participant shall no claim or right of any nature against any affiliate, owner, or existing or former director, officer or employee of the Company. By executing this Award Agreement, the Participant hereby releases and covenants not to sue any person other than the Company over any Claims. The individuals and entities described above in this section (other than the Company) shall be third-party beneficiaries of this Agreement for purposes of enforcing the terms of this Section 13.

14. **Non-Assignability.** The Units granted under this Agreement, and any interest in or right associated with such Units, are not assignable or transferable by the Participant except by will or by the laws of descent and distribution.

15. **Further Amendments.** In accordance with Section 5.5(b) of the Plan, the Company and the Participant covenant and agree to execute such amendments to this Award Agreement and/or the Plan as may be necessary or advisable to comply with Section 409A of the Code and the final regulations promulgated thereunder.

[Signature Page Follows]

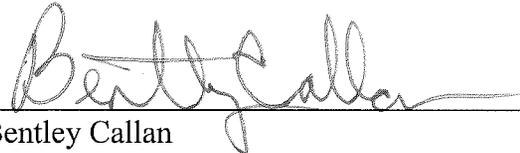
IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Participant, to evidence his or her consent and approval of all the terms hereof, has duly executed this Agreement, as of the date of grant.

COMPANY:

**Cornerstone Healthcare Group Holding, Inc.**

By:   
Name: David Smith  
Title: President and Chief Executive Officer

PARTICIPANT:

  
Bentley Callan

Address:  
1604 Leeward Lane  
Plano, TX 75093