

Your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/HCMPLP>

ID: 24795003

PIN: 28AbZALQ

Fill in this information to identify the case.

Debtor Highland Capital Management, L.P.

United States Bankruptcy Court for the Northern District of Texas, Dallas Division

Case number 19-34054-sqi11

The Debtor has listed your claim as Contingent on Schedule E/F Part 2 as a General Unsecured claim. If you believe that you have a claim against the Debtor, please complete and return this form accordingly.

**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. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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.

Part 1 Identify the Claim NameID: 14043098

1. Who is the current creditor? Carey International, Inc.
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? **Where should notices to the creditor be sent?**
Greenberg Traurig, LLP
Attn: Thomas McKee, Jr.
1750 Tysons Blvd., #1000
McLean, VA 22102
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)
Where should payments to the creditor be sent? (if different)
Attn: Diane Ennist, Carey International, Inc.
Name
7445 New Technology Way
Number Street
Frederick, MD 21703
City State ZIP Code
Address _____
Country _____
Contact phone (703) 749-1300
Contact phone _____
Contact email mckee@gtlaw.com
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? _____

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

RECEIVED

APR 01 2020

KURTZMAN CARSON CONSULTANTS



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? \$ 2,050,000. Does this amount include interest or other charges?
 *See Attachment A 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.
Money loaned per Interest Waiver Agreement (See Attachment A)

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 amount should match the amount in line 7.)

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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

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

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

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). _____

Wages, salaries, or commissions (up to \$13,000 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)(6). \$ _____

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. \$ _____

* 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.

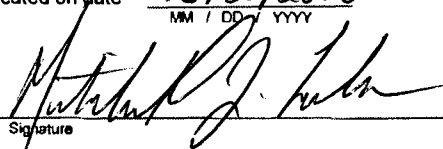
I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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 03/30/2020
MM / DD / YYYY


Signature

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

Name Mitchell J. Lahr
First name Middle name Last name

Title Chief Executive Officer

Company Carey International, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address c/o Greenberg Traurig, LLP Attn: Thomas J. McKee, Jr.

Number Street

1750 Tysons Blvd., Suite 1000, McLean, VA 22102

City State ZIP Code Country

Contact phone (703) 749-1300 Email mckee@gtlaw.com

RECEIVED

APR 01 2020

KURTZMAN CARSON CONSULTANTS



Thomas J. McKee, Jr.
Tel 703.749.1348
Fax 703.714.8352
mckeet@gtlaw.com

March 31, 2020

VIA UPS OVERNIGHT

HCMLP Claims Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

**Re: In re: Highland Capital Management, L.P.,
U.S. Bankruptcy Court for the Northern District of Texas,
Case No. 19-345054-sgj11**

Dear Claims Agent:

Enclosed please find an original endorsed Proof of Claim Form on behalf of Carey International, Inc. I ask that you please acknowledge receipt of this Proof of Claim Form by date-stamping the enclosed copy of the Proof of Claim and return it to me via overnight delivery in the enclosed postage prepaid UPS envelope. Thank you for your attention to this matter.

Sincerely,

/s/ Thomas J. McKee, Jr.

Thomas J. McKee, Jr.

Enclosure

Greenberg Traurig, LLP | Attorneys at Law

1750 Tysons Boulevard | Suite 1000 | McLean, Virginia 22102 | T +1 703.749.1300 | F +1 703.749.1301

Albany. Amsterdam. Atlanta. Austin. Berlin. Boca Raton. Boston. Chicago. Dallas. Delaware. Denver. Fort Lauderdale. Houston. Las Vegas. London. Los Angeles. Mexico City. Miami. Milan. Minneapolis. Nashville. New Jersey. New York. Northern Virginia. Orange County. Orlando. Philadelphia. Phoenix. Sacramento. San Francisco. Seoul. Shanghai. Silicon Valley. Tallahassee. Tampa. Tel Aviv. Tokyo. Warsaw. Washington, D.C. West Palm Beach. Westchester County.

Operates as ¹Greenberg Traurig Germany, LLP, ²A separate UK registered legal entity, ³Greenberg Traurig, S.C., ⁴Greenberg Traurig Santa Maria, ⁵Greenberg Traurig LLP Foreign Legal Consultant Office, ⁶A branch of Greenberg Traurig, P.A., Florida, USA, ⁷GTI Tokyo Holdings Limited, ⁸Greenberg Traurig Greece s.p.a.

Attachment A to Proof of Claim of Carey International, Inc.

United States Bankruptcy Court for the Northern District of Texas, Dallas Division
In re: Highland Capital Management, L.P.
Case No. 19-34054-sgj11

Applicable Agreement

Interest Waiver Agreement dated April 29, 2019 between Carey International, Inc. and Highland Capital Management, L.P., a copy of which is attached as **Exhibit 1**.

Descriptions of Claims

Carey International, Inc. (“**Carey**”) loaned a total of Two Million Fifty Thousand Dollars (\$2,050,000) to Highland Capital Management, L.P. (“**Highland**”) pursuant to the above-referenced Interest Waiver Agreement and in response to the written requests made by Highland to Carey, copies of which are attached collectively as **Exhibit 2**.

The dates and amounts of the loans from Carey to Highland, and that are to be repaid by Highland to Carey, are:

(i)	April 30, 2019:	\$1,000,000
(ii)	May 30, 2019:	\$450,000
(iii)	June 28, 2019:	\$600,000
	TOTAL:	\$2,050,000

Carey reserves the right to amend this claim, assert additional grounds for a claim, and/or provide additional documents in support, as appropriate.

EXHIBIT 1

INTEREST WAIVER AGREEMENT

This INTEREST WAIVER AGREEMENT ("Agreement") is dated as of April 29, 2019, and is entered into by and between CAREY INTERNATIONAL, INC. ("Carey") and HIGHLAND CAPITAL MANAGEMENT, L.P. ("Highland").

WHEREAS, Highland, various funds managed by Highland (the "Highland Funds"), funds managed by Cerberus Capital Management, L.P. (the "Cerberus Funds"), and various other lenders are party, along with Carey to that certain Amended and Restated Credit and Guaranty Agreement dated as of January 25, 2011 (as amended, restated and/or supplemented from time to time, the "Credit Agreement"), by and among Carey Holdings, Inc., Carey, the Lenders (as defined in the Credit Agreement) party thereto from time to time, and NexBank, SSB as Administrative Agent (as defined in the Credit Agreement);

WHEREAS, Highland, the Highland Funds and the Cerberus Funds are Lenders under the Credit Agreement, and Carey is the borrower under the Credit Agreement;

WHEREAS, Highland has entered into trades (the "Cerberus Loan Trades") with the Cerberus Funds to purchase the entire Term Loan (as defined in the Credit Agreement) position of the Cerberus Funds, which as of the date of this Agreement aggregates \$59,406,381.52, at a discount against the par value thereof;

WHEREAS, Highland and the Cerberus Funds have agreed that they will close four of the Cerberus Loan Trades at the end of each month beginning at the end of April 2019 and concluding in November 2019;

WHEREAS, Carey has agreed to make certain payments to Highland regarding the Cerberus Loan Trades in exchange for certain consideration described herein; and

WHEREAS, the parties desire to enter into this Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual conditions and agreements set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Carey's Payment Obligations to Highland.

(a) Upon satisfaction of the conditions stated in Section 1(b) below, Carey shall pay to Highland the amounts and on the dates (unless Highland specifies a different date pursuant to Section 1(b) below) stated in Schedule 2 attached hereto and made a part hereof. Such amounts shall be paid by Carey to Highland by wire transfer of immediately available funds, in accordance with the wire instructions specified in Schedule 1. Notwithstanding the foregoing, Carey may elect not to

make any payment required pursuant to this Section 1(a) if it provides written notice to Highland prior to the closing of the applicable Cerberus Loan Trade.

(b) Highland shall send written notice to Carey at least two business days prior to the date that Highland and the Cerberus Funds intend to close on the purchase of a portion of the Cerberus Loan Trades, and Highland shall certify in such notice that such portion of the Cerberus Loan shall close upon payment of the applicable purchase price to the Cerberus Funds. Such amounts to be paid by Carey and the dates on which Carey shall make such payments shall be the amounts and dates stated in Schedule 2 unless Highland specifies a different date, which different date shall not be more than two business days before or after the date stated in Schedule 2.

2. Interest Waiver; Debt Forgiveness.

(a) Each portion of Term Loans on which Highland closes on the purchase from the Cerberus Funds on or about the dates stated in Schedule 2 shall be referred to as the “Closed Cerberus Loans”. Cash interest relating to the Closed Cerberus Loans otherwise accruing to Highland under the Credit Agreement shall immediately cease accruing, and any accrued cash interest in respect of Closed Cerberus Loans shall cease to be payable, upon the closing of the purchase by Highland of such Closed Cerberus Loans.

(b) PIK Interest relating to the Closed Cerberus Loans otherwise accreting to the principal amount of the Closed Cerberus Loans under the Credit Agreement shall immediately cease accreting, and any accreted PIK Interest in respect of Closed Cerberus Loans shall cease to be owing, upon the closing of the purchase by Highland of such Closed Cerberus Loans.

(c) Highland will forgive all Obligations (as defined in the Credit Agreement) owed by Carey and any other Credit Party (as defined in the Credit Agreement) under the Credit Agreement and/or any other Credit Document (as defined in the Credit Agreement) with respect to the Closed Cerberus Loans upon the satisfaction of **either** of the following conditions on or before December 31, 2019 (the “Forgiveness Conditions”):

(i) Highland closes on the purchase of all of the Term Loans (as defined in the Credit Agreement) held by every lender other than Highland or its affiliates or its or their respective advised accounts; **or**

(ii) Highland obtains the unanimous written consent of every Lender (as defined in the Credit Agreement) to forgive all Obligations (as defined in the Credit Agreement) owed by Carey and any other Credit Party (as defined in the Credit Agreement) under the Credit Agreement with respect to the Closed Cerberus Loans.

3. Covenant Not to Transfer Loans or Enforce Remedies. During the term of this Agreement or until the parties mutually agree that the Forgiveness Conditions have not and cannot be satisfied, Highland agrees (i) not to sell, assign or otherwise transfer the Closed Cerberus Loans to any other person or entity and (ii) to forebear from the exercise of any default-related rights or remedies it may have under the Credit Agreement or any other Credit Document (as defined in the

Credit Agreement), as applicable, and under applicable United States law or otherwise, in each case, with respect to the Closed Cerberus Loans and with respect to any defaults or events of default which may arise under the Credit Documents.

4. **Forgiveness Conditions Not Satisfied.** If the Forgiveness Conditions stated in Section 2(c) are not satisfied, then the entire transaction evidenced by this Agreement shall be unwound by the parties as soon as practicable, including but not limited to the following: (i) Highland would repay Carey for all amounts paid to it pursuant to Section 1(a), (ii) cash interest on the Closed Cerberus Loans would begin to accrue again in favor of Highland from and after the effective date of such unwinding, and (iii) PIK Interest on the Closed Cerberus Loans would begin accruing again in favor of Highland from and after the effective date of such unwinding on the principal amounts of the Closed Cerberus Loans. For greater certainty, none of the cash or PIK Interest waived pursuant to Sections 2(a) and 2(b) shall be reinstated upon an unwinding pursuant to this Section 4.

5. **Representations and Warranties.** Each party to this Agreement represents and warrants to the other party to this Agreement that:

(a) it has full power and authority to enter into this Agreement and the transactions contemplated hereby; and

(b) this Agreement and the transactions contemplated hereby have been duly authorized, are valid and enforceable against it in accordance with its terms, and are not in contravention of any law or order applicable to such party.

6. **Further Assurances.** Each party agrees to (i) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (ii) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement, including any actions relating to Section 4, if applicable.

7. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

8. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

9. **Assignment.** Neither this Agreement, nor any duties or obligations under it shall be assignable by either party without the prior written consent of the other party. Subject to the previous sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. Notices. All communications between the parties in respect of, or notices, requests, directions, consents or other information sent under, this Agreement shall be in writing, hand delivered or sent by overnight courier, electronic transmission or telecopier, addressed to the relevant party at its address, electronic mail or facsimile number listed below, or at such other address, electronic mail or facsimile number as such party may subsequently request in writing. All such communications and notices shall be effective upon receipt.

If to Carey: Carey International, Inc.
7445 New Technology Way
Frederick, MD 21703
Attention: Diane M. Ennist, Esq., General Counsel
Email: diane.ennist@carey.com

If to Highland: Highland Capital Management, L.P.
300 Crescent Court, Suite 700
Dallas, TX 75201
Attention: General Counsel
Telephone: 972-628-4100
Fax: 972-628-4155
Email: LegalNotices@highlandcapital.com

11. Confidentiality. Each party agrees that, without the prior consent of the other party, it shall not disclose the contents of this Agreement to any other person or entity, except that either party may make any such disclosure (a) as required to implement or enforce this Agreement, (b) if required to do so by any law, court, or regulation, (c) to any governmental authority or self-regulatory entity having or asserting jurisdiction over it, (d) if its attorneys advise it that it has a legal obligation to do so or that failure to do so may result in it incurring a liability to any other person or entity, or (e) to its professional advisors and auditors.

12. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall be one and the same instrument. Transmission by telecopier, facsimile or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. Each fully executed counterpart of this Agreement shall be deemed to be a duplicate original.

13. Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which such party may be entitled.

14. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. The parties further agree that any legal action or proceeding with respect to this Agreement must be brought in the courts of the State of Texas situated in Dallas County or in the United States District

Court situated in Dallas County. Each party to this Agreement hereby consents to the jurisdiction of the federal and state courts located in Dallas, Dallas County, Texas.

15. Amendment. No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the parties, and no waiver of any provision of this Agreement, nor consent to any departure by either party from it, shall be effective unless it is in writing and signed by the affected party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(signatures on next page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

CAREY INTERNATIONAL, INC.



By: _____

Name: Mitchell J. Lahr

Title: Executive Vice President and Chief Financial Officer

HIGHLAND CAPITAL MANAGEMENT, L.P.

By: Strand Advisors, Inc., its General Partner

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

CAREY INTERNATIONAL, INC.

By: _____
Name:
Title:

HIGHLAND CAPITAL MANAGEMENT, L.P.

By: Strand Advisors, Inc., its General Partner

By: _____
Name: James Dondero
Title: President

SCHEDULE 1

Wire Instructions for Highland

Bank: Compass Bank

Account Name: Highland Capital Management, L.P. (Master Operating Account)

Routing# [REDACTED]

Account# [REDACTED]

SCHEDULE 2

Payment Dates and Amount of Payments

Approximate Payment Date	Amount of Payment from Carey to Highland
April 29, 2019	\$1,000,000.00
May 31, 2019	\$450,000.00
June 28, 2019	\$600,000.00
July 31, 2019	\$650,000.00
August 30, 2019	\$650,000.00
September 30, 2019	\$1,400,000.00
October 31, 2019	\$1,000,000.00
November 29, 2019	\$1,593,963.62 ¹

¹ The actual amount may be adjusted upward or downward based on the timing of settlement of the Cerberus Loan Trades and adjustments to LIBOR.
1970909.6 05521-9999-000

EXHIBIT 2



May 23, 2019

Carey International, Inc.
7445 New Technology Way
Frederick, MD 21703
Attn: Diane M. Ennist, Esq.
Email: diane.ennist@carey.com

VIA EMAIL

Re: Funding Request

Dear Ms. Ennist:


Reference is hereby made to that certain Interest Waiver Agreement (the “**Agreement**”), dated April 29, 2019, by and between Carey International, Inc. (“**Carey**”) and Highland Capital Management, L.P. (“**Highland**”). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

Pursuant to Section 1(b) of the Agreement, Highland hereby (i) notifies Carey that Highland and the Cerberus Funds intend to close on the purchase of a portion of the Cerberus Loan Trades in the amount of \$450,000 on May 31, 2019, (ii) certifies that such portion of the Cerberus Loan shall close upon Highland’s payment of the \$450,000 purchase price to the Cerberus Funds, and (iii) requests that, pursuant to Section 1(a) of the Agreement, Carey pay to Highland \$450,000 by wire transfer of immediately available funds, in accordance with the wire instructions specified in Schedule 1 of the Agreement, on or before May 30, 2019.

Sincerely,

HIGHLAND CAPITAL MANAGEMENT,
L.P.

By: Strand Advisors, Inc., its General Partner

By: 
Name: Frank Waterhouse
Title: Treasurer

EXPERIENCED. DISCIPLINED. **BOLD.**

300 Crescent Court Suite 700 | Dallas, Texas 75201 | www.hcm|p.com



June 24, 2019

Carey International, Inc.
7445 New Technology Way
Frederick, MD 21703
Attn: Diane M. Ennist, Esq.
Email: diane.ennist@carey.com

VIA EMAIL

Re: Funding Request

Dear Ms. Ennist:


Reference is hereby made to that certain Interest Waiver Agreement (the “**Agreement**”), dated April 29, 2019, by and between Carey International, Inc. (“**Carey**”) and Highland Capital Management, L.P. (“**Highland**”). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

Pursuant to Section 1(b) of the Agreement, Highland hereby (i) notifies Carey that Highland and the Cerberus Funds intend to close on the purchase of a portion of the Cerberus Loan Trades in the amount of \$600,000 on June 28, 2019, (ii) certifies that such portion of the Cerberus Loan shall close upon Highland’s payment of the \$600,000 purchase price to the Cerberus Funds, and (iii) requests that, pursuant to Section 1(a) of the Agreement, Carey pay to Highland \$600,000 by wire transfer of immediately available funds, in accordance with the wire instructions specified in Schedule 1 of the Agreement, on or before June 27, 2019.

Sincerely,

HIGHLAND CAPITAL MANAGEMENT,
L.P.

By: Strand Advisors, Inc., its General Partner

By: 
Name: Frank Waterhouse
Title: Treasurer

EXPERIENCED. DISCIPLINED. **BOLD.**

300 Crescent Court Suite 700 | Dallas, Texas 75201 | www.hcmlp.com