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**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE NORTHERN DISTRICT OF TEXAS
 DALLAS DIVISION**

In re: HIGHLAND CAPITAL MANAGEMENT, L.P. Reorganized Debtor.	Chapter 11 Case No. 19-34054 (sgj)
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**APPENDIX IN SUPPORT OF HIGHLAND CLO MANAGEMENT, LTD.'S
 OBJECTION TO ACIS CAPITAL MANAGEMENT, L.P.'S MOTION TO INTERVENE**

Highland CLO Management, Ltd. ("HCLOM") files this Appendix in Support of their
 Objection to Acis Capital Management, L.P.'s Motion to Intervene.

Exhibit	Case No./Dkt. No.	Description	Appendix Page(s)
1	19-34054-sgj-11 Dkt. 247	Official Form 206Sum dated December 13, 2019	1-83
2	19-34054-sgj-11 Dkt. 1082	Notice of Filing of Debtor's Amended Schedules, dated September 22, 2020	84-113
3	19-34054-sgj-11 Dkt. 3695-3	Promissory Note from Highland Capital Management, L.P. to Acis Capital Management, L.P. in the amount of \$12,666,446, dated October 2016	114-120



4	19-34054-sgj-11 Dkt. 3695-3	Agreement for Purchase and Sale of CLO Participation Interests by and between Acis Capital Management, L.P. and Highland Capital Management, L.P., dated October 7, 2016	121-135
5	19-34054-sgj-11 Dkt. 3695-3	Assignment and Transfer Agreement between Acis Capital Management, L.P. and Highland Capital Management, L.P., dated October 7, 2016	136-142
6	19-34054-sgj-11 Dkt. 1088-1	Settlement Agreement between Highland Capital Management LP, Acis Capital Management LP, Acis Capital Management GP LLC, Joshua Terry i/f/b/o individual retirement accounts, and Jennifer G. Terry, i/f/b/o individual retirement accounts, dated September 9, 2020	143-151
7	19-34054-sgj-11 Dkt. 1088-2	General Release between Highland Capital Management LP, Acis Capital Management LP, Acis Capital Management GP LLC, Joshua N. Terry i/f/b/o individual retirement accounts, and Jennifer G. Terry, i/f/b/o individual retirement accounts and as trustee as the Terry Family 401-K Plan, dated September 9, 2020	152-162
8	18-03078-sgj Dkt. 215	Acis Motion to Dismiss Less than All Defendants, dated November 3, 2010, Dkt. 215 in Case No. 18-03078-sgj	163-167
9	18-03078-sgj Dkt. 216	Order Dismissing Less than All Defendants, dated November 6, 2020, Dkt. 216 in Case No. 18-03078-sgj	168-170
10	19-34054-sgj-11 Dkt. 3716-6	Transcript of October 20, 2021 Hearing on Motion to Compromise Controversy with Acis Capital Management (Excerpted), Case No. 19-34054-sgj-11	171-174
11	19-34054-sgj-11 Dkt. 3657	Highland Capital Management, L.P.'s Objection to Scheduled Claims 3.65 and 3.66 of Highland CLO Management, Ltd., dated February 2, 2023	175-199

Dated: June 7, 2024

Respectfully submitted,
STINSON LLP

/s/ Deborah Deitsch-Perez

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 7, 2024, a true and correct copy of this document was served electronically via the Court's CM/ECF system to the parties registered or otherwise entitled to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

EXHIBIT 1

**APPENDIX IN SUPPORT OF HIGHLAND CLO MANAGEMENT, LTD.'S
RESPONSE TO ACIS CAPITAL MANAGEMENT, L.P.'S MOTION TO INTERVENE**

Fill in this information to identify the case:

Debtor name Highland Capital Management, L.P.

United States Bankruptcy Court for the: NORTHERN DISTRICT OF TEXAS

Case number (if known) 19-34054-SGJ

Check if this is an amended filing

Official Form 206Sum
Summary of Assets and Liabilities for Non-Individuals

12/15

Part 1: Summary of Assets

1. **Schedule A/B: Assets-Real and Personal Property** (Official Form 206A/B)

1a. Real property: Copy line 88 from <i>Schedule A/B</i>	\$ <u>523,970.00</u>
1b. Total personal property: Copy line 91A from <i>Schedule A/B</i>	\$ <u>409,580,813.30</u>
1c. Total of all property: Copy line 92 from <i>Schedule A/B</i>	\$ <u>410,104,783.30</u>

Part 2: Summary of Liabilities

2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D) Copy the total dollar amount listed in Column A, <i>Amount of claim</i> , from line 3 of <i>Schedule D</i>	\$ <u>34,862,225.94</u>
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)	
3a. Total claim amounts of priority unsecured claims: Copy the total claims from Part 1 from line 5a of <i>Schedule E/F</i>	\$ <u>Unknown</u>
3b. Total amount of claims of nonpriority amount of unsecured claims: Copy the total of the amount of claims from Part 2 from line 5b of <i>Schedule E/F</i>	+\$ <u>244,455,350.78</u>
4. Total liabilities Lines 2 + 3a + 3b	\$ <u>279,317,576.72</u>



Fill in this information to identify the case:

Debtor name Highland Capital Management, L.P.

United States Bankruptcy Court for the: NORTHERN DISTRICT OF TEXAS

Case number (if known) 19-34054-SGJ

Check if this is an amended filing

Official Form 206A/B

Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents

1. Does the debtor have any cash or cash equivalents?

- No. Go to Part 2.
- Yes Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor			Current value of debtor's interest
3.	Checking, savings, money market, or financial brokerage accounts (Identify all)		
	Name of institution (bank or brokerage firm)	Type of account	Last 4 digits of account number
3.1.	<u>NexBank</u>	<u>Checking Account</u>	<u>X735</u> <u>\$1,453.40</u>
3.2.	<u>NexBank</u>	<u>Checking Account</u>	<u>X668</u> <u>\$0.00</u>
3.3.	<u>NexBank</u>	<u>Checking Account</u>	<u>X513</u> <u>\$291,309.27</u>
3.4.	<u>NexBank</u>	<u>Money Market Deposit Account</u>	<u>X130</u> <u>\$190.82</u>
3.5.	<u>BBVA Compass</u>	<u>Checking Account</u>	<u>X342</u> <u>\$2,125,975.28</u>
3.6.	<u>Jefferies</u>	<u>Brokerage Account</u>	<u>X932</u> <u>\$0.00</u>
3.7.	<u>Maxim Group</u>	<u>Brokerage Account</u>	<u>X885</u> <u>\$96.17</u>

Debtor Highland Capital Management, L.P. Case number (If known) 19-34054-SGJ
Name

4. **Other cash equivalents** (Identify all)

5. **Total of Part 1.**

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

\$2,419,024.94

Part 2: Deposits and Prepayments

6. **Does the debtor have any deposits or prepayments?**

- No. Go to Part 3.
- Yes Fill in the information below.

7. **Deposits, including security deposits and utility deposits**
 Description, including name of holder of deposit

7.1. Certificate of Deposit (NexBank) \$135,205.21

7.2. Security Deposit (200/300 Crescent Ct #700 Dallas, TX 75201) - Crescent TC Investors \$118,397.05

7.3. Deposit for Maple Avenue Holdings (Equity Method Investment) \$10,000.00

7.4. Deposit for expense reimbursement. \$1,474.60

8. **Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent**
 Description, including name of holder of prepayment

8.1. Other Prepaid Expenses (Unreconciled Book Balance) \$830,899.73

8.2. Prepaid Retainer - Development Specialists, Inc. \$240,340.00

8.3. Prepaid Legal Retainer - Pachulski Stang Ziehl & Jones LLP (1) \$500,000.00

8.4. Prepaid Retainers - Kurtzman Carson Consultants LLC (1) \$50,000.00

8.5. Prepaid Rent (200/300 Crescent Ct #700 Dallas, TX 75201) - Crescent TC Investors \$96,294.05

(1) Pre-petition balance was not applied.

9. **Total of Part 2.**

Add lines 7 through 8. Copy the total to line 81.

\$1,982,610.64

Debtor Highland Capital Management, L.P. Case number (If known) 19-34054-SGJ
 Name

Part 3: Accounts receivable

10. Does the debtor have any accounts receivable?

- No. Go to Part 4.
 Yes Fill in the information below.

11. **Accounts receivable Exhibit A**

11a. 90 days old or less: 3,482,893.80 - 0.00 = \$3,482,893.80
 face amount doubtful or uncollectible accounts

11b. Over 90 days old: 32,304,511.36 - 22,380,459.81 = \$9,924,051.55
 face amount doubtful or uncollectible accounts

12. **Total of Part 3.**

Current value on lines 11a + 11b = line 12. Copy the total to line 82.

<u>\$13,406,945.35</u>

Part 4: Investments

13. Does the debtor own any investments?

- No. Go to Part 5.
 Yes Fill in the information below.

			Valuation method used for current value	Current value of debtor's interest
14. Mutual funds or publicly traded stocks not included in Part 1 Name of fund or stock:				
15. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture Name of entity:	% of ownership			
15.1. <u>Equity Method Investments (Exhibit B)</u>	<u>Multiple</u> %	<u>Book Value</u>		<u>\$167,226,227.63</u>
15.2. <u>Investments at Fair Value (Exhibit C)</u>	<u>Multiple</u> %	<u>Fair Value</u>		<u>\$224,267,777.21</u>
16. Government bonds, corporate bonds, and other negotiable and non-negotiable instruments not included in Part 1 Describe:				
16.1. <u>Debtor owns defaulted corporate bonds.</u>		<u>N/A</u>		<u>\$0.00</u>

17. **Total of Part 4.**

Add lines 14 through 16. Copy the total to line 83.

<u>\$391,494,004.84</u>

Part 5: Inventory, excluding agriculture assets

18. Does the debtor own any inventory (excluding agriculture assets)?

- No. Go to Part 6.
 Yes Fill in the information below.

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

Debtor Highland Capital Management, L.P. Case number (If known) 19-34054-SGJ
 Name

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

- No. Go to Part 7.
 Yes Fill in the information below.

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

- No. Go to Part 8.
 Yes Fill in the information below.

	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39.	Office furniture Desk, chairs and other office furniture.	\$118,428.73	N/A	Unknown
40.	Office fixtures			
41.	Office equipment, including all computer equipment and communication systems equipment and software Computers, Software and Office Equipment	\$382,803.25	N/A	Unknown
42.	Collectibles <i>Examples:</i> Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles			
42.1.	Artwork	\$0.00	Original Cost	\$231,657.53

43. **Total of Part 7.** Add lines 39 through 42. Copy the total to line 86. \$231,657.53

44. Is a depreciation schedule available for any of the property listed in Part 7?
 No
 Yes
45. Has any of the property listed in Part 7 been appraised by a professional within the last year?
 No
 Yes

Part 8: Machinery, equipment, and vehicles

46. Does the debtor own or lease any machinery, equipment, or vehicles?

- No. Go to Part 9.
 Yes Fill in the information below.

	General description Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
47.	Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles			
47.1.	2015 GMC Sierra 2500 HD	\$0.00	Replacement	\$46,570.00

48. **Watercraft, trailers, motors, and related accessories** *Examples:* Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels

Debtor Highland Capital Management, L.P. Case number (If known) 19-34054-SGJ
 Name

49. **Aircraft and accessories**

50. **Other machinery, fixtures, and equipment (excluding farm machinery and equipment)**

51. **Total of Part 8.**

Add lines 47 through 50. Copy the total to line 87.

\$46,570.00

52. **Is a depreciation schedule available for any of the property listed in Part 8?**

- No
 Yes

53. **Has any of the property listed in Part 8 been appraised by a professional within the last year?**

- No
 Yes

Part 9: Real property

54. **Does the debtor own or lease any real property?**

- No. Go to Part 10.
 Yes Fill in the information below.

55. **Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest**

Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building, if available.	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
55.1. 30.433 Acres of raw land located at 14102 FM 986 Terrell, Texas 75160	100% Ownership	\$398,450.00	Tax records	\$523,970.00
55.2. Leasehold Improvements (200/300 Crescent Ct #700 Dallas, TX 75201)	Tenant	\$1,550,281.49	N/A	Unknown

56. **Total of Part 9.**

Add the current value on lines 55.1 through 55.6 and entries from any additional sheets. Copy the total to line 88.

\$523,970.00

57. **Is a depreciation schedule available for any of the property listed in Part 9?**

- No
 Yes

58. **Has any of the property listed in Part 9 been appraised by a professional within the last year?**

- No
 Yes

Part 10: Intangibles and intellectual property

59. **Does the debtor have any interests in intangibles or intellectual property?**

- No. Go to Part 11.
 Yes Fill in the information below.

Debtor Highland Capital Management, L.P. Case number (If known) 19-34054-SGJ
 Name

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60. Patents, copyrights, trademarks, and trade secrets			
61. Internet domain names and websites 139 Domain Names	\$0.00	N/A	Unknown
62. Licenses, franchises, and royalties 3rd Party Private Equity Management Company	\$0.00	N/A	Unknown
63. Customer lists, mailing lists, or other compilations			
64. Other intangibles, or intellectual property			
65. Goodwill			
66. Total of Part 10. Add lines 60 through 65. Copy the total to line 89.			Unknown
67. Do your lists or records include personally identifiable information of customers (as defined in 11 U.S.C. §§ 101(41A) and 107? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
68. Is there an amortization or other similar schedule available for any of the property listed in Part 10? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
69. Has any of the property listed in Part 10 been appraised by a professional within the last year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			

Part 11: All other assets

70. Does the debtor own any other assets that have not yet been reported on this form?
 Include all interests in executory contracts and unexpired leases not previously reported on this form.

- No. Go to Part 12.
 Yes Fill in the information below.

			Current value of debtor's interest
71. Notes receivable Description (include name of obligor)			
Notes Receivable (Exhibit D)	150,331,222.61	- Unknown	= Unknown
	Total face amount	doubtful or uncollectible amount	

72. Tax refunds and unused net operating losses (NOLs)
Description (for example, federal, state, local)
73. Interests in insurance policies or annuities
74. Causes of action against third parties (whether or not a lawsuit has been filed)

Debtor Highland Capital Management, L.P.
Name

Case number (If known) 19-34054-SGJ

Exhibit E _____ **Unknown**

Nature of claim _____

Amount requested _____

75. **Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims**

76. **Trusts, equitable or future interests in property**

77. **Other property of any kind not already listed** *Examples: Season tickets, country club membership*

Defined Benefit Plan (Overfunded 12/31/18 balance \$323 thousand)

Unknown

Estimated Deferred Fee Account value plus residual deferred fee accounts at NAV \$13.0 million fully reserved due to uncertain collectibility

Unknown

78. **Total of Part 11.**

Add lines 71 through 77. Copy the total to line 90.

Unknown

79. **Has any of the property listed in Part 11 been appraised by a professional within the last year?**

No

Yes

Debtor Highland Capital Management, L.P.
 Name

Case number (If known) 19-34054-SGJ

Part 12: Summary

In Part 12 copy all of the totals from the earlier parts of the form

Type of property	Current value of personal property	Current value of real property
80. Cash, cash equivalents, and financial assets. <i>Copy line 5, Part 1</i>	<u>\$2,419,024.94</u>	
81. Deposits and prepayments. <i>Copy line 9, Part 2.</i>	<u>\$1,982,610.64</u>	
82. Accounts receivable. <i>Copy line 12, Part 3.</i>	<u>\$13,406,945.35</u>	
83. Investments. <i>Copy line 17, Part 4.</i>	<u>\$391,494,004.84</u>	
84. Inventory. <i>Copy line 23, Part 5.</i>	<u>\$0.00</u>	
85. Farming and fishing-related assets. <i>Copy line 33, Part 6.</i>	<u>\$0.00</u>	
86. Office furniture, fixtures, and equipment; and collectibles. <i>Copy line 43, Part 7.</i>	<u>\$231,657.53</u>	
87. Machinery, equipment, and vehicles. <i>Copy line 51, Part 8.</i>	<u>\$46,570.00</u>	
88. Real property. <i>Copy line 56, Part 9.....></i>		<u>\$523,970.00</u>
89. Intangibles and intellectual property. <i>Copy line 66, Part 10.</i>	<u>\$0.00</u>	
90. All other assets. <i>Copy line 78, Part 11.</i>	+ <u>Unknown</u>	
91. Total. Add lines 80 through 90 for each column	<u>\$409,580,813.30</u>	+ 91b. <u>\$523,970.00</u>
92. Total of all property on Schedule A/B. Add lines 91a+91b=92		<u>\$410,104,783.30</u>

Highland Capital Management LP
 Case # 19-34054-SGJ
 Exhibit A - Schedule 11

Accounts Receivable	Less than 90 Days [1]			Greater than 90 days		
	Face Amount	Doubtful or Uncollectible	Total	Face Amount	Doubtful or Uncollectible	Total
Reimbursable Fund Expense	\$ 777,108.00	\$ -	\$ 777,108.00	\$ 6,082,319.61	\$ (1,934,540.89)	\$ 4,147,778.72
Unpaid Crusader Distributions [3]	-	-	-	6,324,234.00	(2,034,161.00)	4,290,073.00
Management Fees Receivable [2][5]	2,435,434.04	-	2,435,434.04	197,173.42	-	197,173.42
Cash Interest Receivable [2]	-	-	-	1,243,304.26	-	1,243,304.26
Shared Services Fee Receivable [2]	270,351.76	-	270,351.76	-	-	-
Highland Capital Management Singapore Pte Ltd [2]	-	-	-	35,158.50	-	35,158.50
Miscellaneous Receivable [2]	-	-	-	10,563.65	-	10,563.65
Acis Capital Management, LP Subadvisory and Shared Services Fee Receivable	-	-	-	5,350,931.62	(5,350,931.62)	-
Highland Capital of New York, Inc.	-	-	-	5,023,073.12	(5,023,073.12)	-
HERA [4]	-	-	-	7,231,103.00	(7,231,103.00)	-
Reimbursements from multiple funds managed by Acis Capital Management, LP	-	-	-	806,650.18	(806,650.18)	-
Total	\$ 3,482,893.80	\$ -	\$ 3,482,893.80	\$ 32,304,511.36	\$ (22,380,459.81)	\$ 9,924,051.55

[1] For shaded area, no aging analysis has been performed so entire amount is included in the greater than 90 days section.

[2] Doubtful or Uncollectible accounts are evaluated at year end.

[3] Represents distributions from all Crusader entities, including Highland Crusader Fund, Ltd., Highland Crusader Fund II, Ltd., and Highland Crusader Fund, L.P. and includes unpaid distributions due to a wholly owned subsidiary (Eames Ltd) as well as unpaid distributions with respect to deferred fees, which are reserved against as potentially uncollectible.

[4] Debtor has recorded \$3.3mm of net receivable as of the Petition Date, representing 2019 activity. This balance is normally evaluated for collectability as of year-end.

However, the 2019 activity is likely not collectible and has therefore been fully reserved for purposes of this schedule.

[5] Amount greater than 90 days represents the entire receivable earned, but not yet payable per one of the Debtor's management agreements.

For the receivable under this agreement, the entire \$197k amount has been earned during 2019 and a portion has been earned within the last 90 days.

Highland Capital Management LP
Case # 19-34054-SGJ
Exhibit B - Schedule 15

Equity Method Investments [1]	Total [2]
Highland Select Equity Fund, L.P.	\$ 130,213,244.86
Wright, Ltd [3]	22,303,199.33
Starck, Ltd [3]	6,960,671.89
Eames, Ltd [3]	3,704,338.16
Maple Avenue Holdings LLC	2,250,501.95
Highland Capital Management Korea Ltd.	1,011,300.61
Highland Capital Management Singapore Pte Ltd	457,809.57
Penant Management LP	302,358.21
Eagle Equity Advisors, LLC	22,803.05
Total	<u><u>\$ 167,226,227.63</u></u>

[1] Investments are based on the debtors pro rata net asset value.
[2] Values based on most recent available information as of the petition date.
[3] Owned indirectly through 100% owned subsidiaries.

Highland Capital Management LP
Case # 19-34054-SGJ
Exhibit C - Schedule 15

Investments, at fair value [1]	Total [2][3]
Investment Securities - Cost	\$ 66,791,277.56
Investment Securities - Mark To Market	(7,702,195.68)
Public Security - A	49,648,257.65
Private Security - A	36,949,197.43
Private Security - B	20,244,908.67
Public Security - B	13,275,503.51
Third Party Private Equity Fund - A	12,065,754.32
Public Security - C	10,718,068.67
Public Security - D	5,427,536.32
Private Security - C	3,346,763.82
Public Security - E	2,752,533.87
Private Portfolio Company - A	2,525,873.00
Public Security - F	1,721,458.16
Public Security - G	1,573,054.32
Public Security - H	1,397,752.04
Third Party Private Equity Fund - B	1,254,168.41
Public Security - I	792,313.43
Public Security - J	533,357.32
Private Security - D	481,354.43
Private Security - E	261,889.71
Private Security - F	132,002.75
Public Security - K	67,639.33
Public Security - L	8,928.17
Third Party Private Equity Fund - C [4]	380.00
Total	<u><u>\$ 224,267,777.21</u></u>

[1] Listing includes both publicly traded and private investments. Public securities are denoted with the description "Public Security - []". Additionally, \$28,651,800 of the total balance of "Investment Securities - Cost" and "Investment Securities - Mark to Market" is comprised of public securities.

[2] Values based on most recent available information as of the petition date.

[3] For third party private equity funds and investments in managed private funds values are at estimated net asset value.

[4] For [Third party private equity fund - c] value presented equals cost basis.

Highland Capital Management LP
Case # 19-34054-SGJ
Exhibit D - Schedule 71A

Notes Receivable	Total Face Amount [1]
Hunter Mountain Investment Trust	\$ 56,873,209.22
Affiliate Note Receivable - A	24,534,644.03
The Dugaboy Investment Trust	18,286,268.16
Affiliate Note Receivable - B	10,413,539.53
Affiliate Note Receivable - C	10,394,680.47
James Dondero	9,334,012.00
Highland Capital Management Services, Inc.	7,482,480.88
Siepe	2,019,256.35
Highland Mult Strategy Credit Fund, LP	3,269,000.00
Highland Capital Management Korea Ltd. [2]	3,132,278.05
Private Portfolio Company - A	2,198,610.05
Mark Okada	1,336,287.84
Private Portfolio Company - B	1,056,956.03
Total	\$ 150,331,222.61

[1] Doubtful or Uncollectible accounts are evaluated at year end.

[2] Includes \$72,278.05 of intercompany receivable.

Highland Capital Management LP
 Case # 19-34054-SGJ
 Exhibit E - Schedule 74

Case Style	Date Filed	Damages	Summary	Status
Highland Capital Management, L.P. and Highland CLO Funding, Ltd. v. Robin Phelan as Chapter 11 Trustee v. Highland HCF Advisor, Ltd., Highland CLO Management, Ltd., and Highland CLO Holdings, Ltd., Adversary No. 18-03078 in the United States Bankruptcy Court for the Northern District of Texas	5/30/2018	\$4-\$8 million	Highland entities sought to compel redemptions in the Acis CLOs; Trustee counterclaimed for alleged fraudulent transfers	Motion practice.
Highland Capital Management, L.P. v. Patrick Daugherty v. Sierra Verde, LLC, Highland Employee Retention Assets, LLC, James Dondero, Patrick Boyce, and William L. Britain, Cause No. 05-14-01215-CB pending in the Texas Fifth Court of Appeals, Dallas, Texas	4/11/2012	None	Highland has collected on its verdict for \$2.8 million against Daugherty. Daugherty obtained a judgment for \$2.6 million against HERA. Daugherty has not appealed any of his affirmative claims against Highland, though he has appealed other claims.	Enforcement of Injunction versus Mr. Daugherty
NexBank, SSB and Highland Capital Management, L.P. v. Winstead, P.C., in the District Court of Dallas County, 193rd Judicial District	3/16/15	\$3 million	Law firm committed malpractice by incorrectly handling foreclosure of Park West property	Appeal.

Fill in this information to identify the case:

Debtor name Highland Capital Management, L.P.

United States Bankruptcy Court for the: NORTHERN DISTRICT OF TEXAS

Case number (if known) 19-34054-SGJ

Check if this is an amended filing

Official Form 206D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

- No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
- Yes. Fill in all of the information below.

Part 1: List Creditors Who Have Secured Claims

2. List in alphabetical order all creditors who have secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim.

		Column A	Column B
		Amount of claim	Value of collateral that supports this claim
		Do not deduct the value of collateral.	
<p>2.1 Frontier State Bank</p> <p>Creditor's Name 5100 South I-35 Service Road Oklahoma City, OK 73129</p> <p>Creditor's mailing address</p> <p>selliot@frontier-ok.com</p> <p>Creditor's email address, if known</p> <p>Date debt was incurred 08/17/2015</p> <p>Last 4 digits of account number 1100</p> <p>Do multiple creditors have an interest in the same property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority.</p>	<p>Describe debtor's property that is subject to a lien 171,724 shares of voting common stock of privately held security.</p> <hr/> <p>Describe the lien Held in lender's name</p> <p>Is the creditor an insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Is anyone else liable on this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Fill out <i>Schedule H: Codebtors</i> (Official Form 206H)</p> <p>As of the petition filing date, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p>	<p>\$5,209,102.31</p>	<p>\$10,103,038.09</p>

<p>2.2 Jefferies LLC</p> <p>Creditor's Name 520 Madison Avenue, 12th Floor New York, NY 10022</p> <p>Creditor's mailing address</p> <p>Cbianchi@jefferies.com</p> <p>Creditor's email address, if known</p> <p>Date debt was incurred 05/24/2013</p> <p>Last 4 digits of account number 0932</p> <p>Do multiple creditors have an interest in the same property? <input type="checkbox"/> No <input type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority.</p>	<p>Describe debtor's property that is subject to a lien The assets held within the Jefferies Prime Brokerage Account</p> <hr/> <p>Describe the lien Security interest in all collateral</p> <p>Is the creditor an insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Is anyone else liable on this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Fill out <i>Schedule H: Codebtors</i> (Official Form 206H)</p> <p>As of the petition filing date, the claim is: Check all that apply</p>	<p>\$29,653,123.63</p>	<p>\$82,007,136.69</p>
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Debtor Highland Capital Management, L.P. Case number (if know) 19-34054-SGJ
 Name

- No Contingent
 Yes. Specify each creditor, including this creditor and its relative priority. Unliquidated Disputed

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any. \$34,862,225.
94

Part 2: List Others to Be Notified for a Debt Already Listed in Part 1

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address	On which line in Part 1 did you enter the related creditor?	Last 4 digits of account number for this entity
Director of Compliance Re: Prime Brokerage Services - Jefferies 520 Madison Ave New York, NY 10022	Line <u>2.2</u>	
Frontier State Bank Attn: Mr. Steve Elliot 5100 South I-35 Service Road Oklahoma City, OK 73129	Line <u>2.1</u>	
Office of General Counsel RE: Prime Brokerage Services - Jefferies 520 Madison Ave New York, NY 10022	Line <u>2.2</u>	
Prime Brokerage Services Attn: Jefferies LLC 520 Madison Ave New York, NY 10020	Line <u>2.2</u>	

Fill in this information to identify the case:

Debtor name Highland Capital Management, L.P.

United States Bankruptcy Court for the: NORTHERN DISTRICT OF TEXAS

Case number (if known) 19-34054-SGJ

Check if this is an amended filing

Official Form 206E/F
Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B) and on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

- No. Go to Part 2.
- Yes. Go to line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

		Total claim	Priority amount
		Unknown	Unknown
2.1	Priority creditor's name and mailing address All Employees 300 Crescent Ct. Suite 700 Dallas, TX 75201		
	As of the petition filing date, the claim is: Check all that apply. <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed		
	Date or dates debt was incurred 2019		
	Basis for the claim: Employee Wages & Bonuses		
	Last 4 digits of account number Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (4)		
	Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

		Amount of claim
		Unknown
3.1	Nonpriority creditor's name and mailing address 45 Employees 300 Crescent Ct. Suite 700 Dallas, TX 75201	
	As of the petition filing date, the claim is: Check all that apply. <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	
	Date(s) debt was incurred 2017, 2018 & 2019	
	Basis for the claim: Deferred Awards	
	Last 4 digits of account number _	
	Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
3.2	Nonpriority creditor's name and mailing address 46 Employees 300 Crescent Ct. Suite 700 Dallas, TX 75201	\$5,758,166.67
	As of the petition filing date, the claim is: Check all that apply. <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	
	Date(s) debt was incurred 2018	
	Basis for the claim: Prior year employee bonuses	
	Last 4 digits of account number _	
	Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

Debtor **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**

Name

3.3	Nonpriority creditor's name and mailing address Abrams & Bayliss 20 Montchanin Road, Suite 200 Wilmington, DE 19807 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$108,399.83
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3.4	Nonpriority creditor's name and mailing address ACA Compliance Group 8403 Colesville Road Suite 870 Silver Spring, MD 20910 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$26,324.25
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3.5	Nonpriority creditor's name and mailing address Acis Capital Management c/o Brian P. Shaw Rogge Dunn Group PC 500 N. Akard Street Ste 1900 Dallas, TX 75201 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: Litigation Claim Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Unknown
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3.6	Nonpriority creditor's name and mailing address Acis Capital Management, L.P. c/o Brian P. Shaw Rogge Dunn Group, PC 500 N. Akard Street Ste 1900 Dallas, TX 75201 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: Litigation Claim Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Unknown
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3.7	Nonpriority creditor's name and mailing address Action Shred of Texas 1420 S. Barry Ave Dallas, TX 75223 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$3,825.00
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3.8	Nonpriority creditor's name and mailing address Akin Gump Strauss Hauer & Feld LLP 1700 Pacific Avenue Suite 4100 Dallas, TX 75201 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$113,947.86
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3.9	Nonpriority creditor's name and mailing address All Employees 300 Crescent Ct. Suite 700 Dallas, TX 75201 Date(s) debt was incurred 2019 Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Employee Bonuses Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Unknown
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Debtor **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**

Name

3.10 Nonpriority creditor's name and mailing address **Allen ISD** As of the petition filing date, the claim is: *Check all that apply.* **\$1,522.33**
Attn: Elizabeth Weller
2777 N. Stemmons Freeway
Suite 1000
Dallas, TX 75207
 Date(s) debt was incurred 2019
 Last 4 digits of account number 2301

- Contingent
- Unliquidated
- Disputed

Basis for the claim: **Ad Valorem Taxes**
 Is the claim subject to offset? No Yes

3.11 Nonpriority creditor's name and mailing address **Allen ISD** As of the petition filing date, the claim is: *Check all that apply.* **\$2,188.30**
Attn: Elizabeth Weller
2777 N. Stemmons Freeway
Suite 1000
Dallas, TX 75207
 Date(s) debt was incurred 2019
 Last 4 digits of account number 9351

- Contingent
- Unliquidated
- Disputed

Basis for the claim: **Ad Valorem Taxes**
 Is the claim subject to offset? No Yes

3.12 Nonpriority creditor's name and mailing address **Alston & Bird LLP** As of the petition filing date, the claim is: *Check all that apply.* **\$2,234.00**
1201 W. Peachtree Street
Atlanta, GA 30309-3424
 Date(s) debt was incurred
 Last 4 digits of account number

- Contingent
- Unliquidated
- Disputed

Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.13 Nonpriority creditor's name and mailing address **American Arbitration Association** As of the petition filing date, the claim is: *Check all that apply.* **\$55,511.80**
120 Broadway, 21st Floor
New York, NY 10271
 Date(s) debt was incurred
 Last 4 digits of account number

- Contingent
- Unliquidated
- Disputed

Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.14 Nonpriority creditor's name and mailing address **American Solutions for Business** As of the petition filing date, the claim is: *Check all that apply.* **\$7,470.04**
NW#7794
PO Box 1450
Minneapolis, MN 55485-7794
 Date(s) debt was incurred
 Last 4 digits of account number

- Contingent
- Unliquidated
- Disputed

Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

3.15 Nonpriority creditor's name and mailing address **Andrews Kurth** As of the petition filing date, the claim is: *Check all that apply.* **\$137,637.81**
111 Congress Ave
Suite 1700
Attn: Scott Brister
Austin, TX 78701
 Date(s) debt was incurred
 Last 4 digits of account number

- Contingent
- Unliquidated
- Disputed

Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.16 Nonpriority creditor's name and mailing address **Arkadin, Inc.** As of the petition filing date, the claim is: *Check all that apply.* **\$647.59**
Lockbox #32726
Collection Center Dr
Chicago, IL 60693-0726
 Date(s) debt was incurred
 Last 4 digits of account number

- Contingent
- Unliquidated
- Disputed

Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

Debtor Highland Capital Management, L.P. Case number (if known) 19-34054-SGJ
 Name

3.17 Nonpriority creditor's name and mailing address **ASW Law Limited** **Crawford House** **50 Cedar Avenue** **Hamilton HM11 Bermuda** **\$77,044.60**
 As of the petition filing date, the claim is: *Check all that apply.*
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred _____ **Basis for the claim: See Exhibit A**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.18 Nonpriority creditor's name and mailing address **AT&T** **PO BOX 5001** **Carol Stream, IL 60197-5001** **\$927.16**
 As of the petition filing date, the claim is: *Check all that apply.*
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred _____ **Basis for the claim: Trade Payable**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.19 Nonpriority creditor's name and mailing address **AT&T Mobilty** **PO Box 6444** **Carol Stream, IL 60197-6444** **\$6,728.59**
 As of the petition filing date, the claim is: *Check all that apply.*
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred _____ **Basis for the claim: Trade Payable**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.20 Nonpriority creditor's name and mailing address **Bates White, LLC** **2001 K Street, NW** **North Building, Suite 500** **Washington, DC 20006** **\$90,855.79**
 As of the petition filing date, the claim is: *Check all that apply.*
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred _____ **Basis for the claim: See Exhibit A**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.21 Nonpriority creditor's name and mailing address **Bell Nunnally & Martin LLP** **3232 MCKINNEY AVE** **STE 1400** **DALLAS, TX 75204** **\$6,934.79**
 As of the petition filing date, the claim is: *Check all that apply.*
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred _____ **Basis for the claim: See Exhibit A**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.22 Nonpriority creditor's name and mailing address **Bloomberg Finance LP** **731 Lexington Ave.** **New York, NY 10022** **\$25,384.89**
 As of the petition filing date, the claim is: *Check all that apply.*
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred _____ **Basis for the claim: Trade Payable**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.23 Nonpriority creditor's name and mailing address **Boies, Schiller & Flexner LLP** **5301 Wisconsin Ave NW** **Washington, DC 20015-2015** **\$115,714.80**
 As of the petition filing date, the claim is: *Check all that apply.*
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred _____ **Basis for the claim: See Exhibit A**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.24 Nonpriority creditor's name and mailing address **Brandywine Process Servers, Ltd.** **PO Box 1360** **Wilmington, DE 19899** **\$69.00**
 As of the petition filing date, the claim is: *Check all that apply.*
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred _____ **Basis for the claim: Trade Payable**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

Debtor Name	Case number (if known)	
Highland Capital Management, L.P.	19-34054-SGJ	
3.25 Nonpriority creditor's name and mailing address Caledonian Directors Limited PO Box 1043 George Town Grand Cayman KY1-1002 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$325.00
3.26 Nonpriority creditor's name and mailing address Canteen Vending Services PO Box 417632 Boston, MA 02241-7632 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$4,233.60
3.27 Nonpriority creditor's name and mailing address Carey International, Inc. 7445 New Technology Way Frederick, MD 21703 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Uncompleted Transaction Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$2,059,337.01
3.28 Nonpriority creditor's name and mailing address Carey Olsen PO Box 10008 Willow House, Cricket Square Grand Cayman KY1-1001 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$38,930.00
3.29 Nonpriority creditor's name and mailing address Case Anywhere LLC 21860 Burbank Blvd. Ste 125 Woodland Hills, CA 91367 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$417.20
3.30 Nonpriority creditor's name and mailing address CBIZ Valuation Group, LLC ATTN: ACCOUNTS RECEIVABLE PO BOX 849846 DALLAS, TX 75284-9846 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$545.77
3.31 Nonpriority creditor's name and mailing address CDW Direct PO Box 75723 Chicago, IL 60675-5723 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$4,998.70

Debtor **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**
 Name

3.32 Nonpriority creditor's name and mailing address **Centroid** As of the petition filing date, the claim is: *Check all that apply.* **\$1,155.00**
1050 Wilshire Dr.
Ste #170
Troy, MI 48084
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

3.33 Nonpriority creditor's name and mailing address **Chase Couriers, Inc** As of the petition filing date, the claim is: *Check all that apply.* **\$155.81**
1220 Champion Circle
#114
Carrollton, TX 75006
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

3.34 Nonpriority creditor's name and mailing address **CLO Holdco, Ltd.** As of the petition filing date, the claim is: *Check all that apply.* **\$11,340,751.26**
c/o Grant Scott, Esq
Myers Bigel Sibley & Sajovec, P.A.
4140 Park Lake Ave, Ste 600
Raleigh, NC 27612
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Contractual Obligation**
 Is the claim subject to offset? No Yes

3.35 Nonpriority creditor's name and mailing address **Cole Schotz** As of the petition filing date, the claim is: *Check all that apply.* **\$198,760.29**
Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, NJ 07602-0800
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.36 Nonpriority creditor's name and mailing address **Coleman Research Group, Inc.** As of the petition filing date, the claim is: *Check all that apply.* **\$52,500.00**
120 West 45th St
25th Floor
New York, NY 10036
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

3.37 Nonpriority creditor's name and mailing address **Concur Technologies, Inc.** As of the petition filing date, the claim is: *Check all that apply.* **\$4,090.46**
18400 NE Union Hill Road
Redmond, WA 98052
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

3.38 Nonpriority creditor's name and mailing address **Connolly Gallagher LLP** As of the petition filing date, the claim is: *Check all that apply.* **\$118,831.25**
1201 North Market Street
20th Floor
Wilmington, DE 19801
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

Debtor Highland Capital Management, L.P. Case number (if known) 19-34054-SGJ
Name

3.39	Nonpriority creditor's name and mailing address Crescent Research PO Box 64-3622 Vero Beach, FL 32964 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Trade Payable</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$1,200.00</u>
3.40	Nonpriority creditor's name and mailing address CSI Global Deposition Services Accounting Dept-972-719-5000 4950 N. O'Connor Rd, 1 st Fl Irving, TX 75062-2778 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$826.01</u>
3.41	Nonpriority creditor's name and mailing address CT Corp PO Box 4349 Carol Stream, IL 60197-4349 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Trade Payable</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$515.25</u>
3.42	Nonpriority creditor's name and mailing address CVE Technologies Group Inc. 1414 S. Gustin Rd. Salt Lake City, UT 84104 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Trade Payable</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$1,500.00</u>
3.43	Nonpriority creditor's name and mailing address Dallas County Attn: Elizabeth Weller 2777 N. Stemmons Freeway Suite 1000 Dallas, TX 75207 Date(s) debt was incurred <u>2019</u> Last 4 digits of account number <u>3150</u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Ad Valorem Taxes</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$47,809.87</u>
3.44	Nonpriority creditor's name and mailing address Daniel Sheehan & Associates, PLLC 8150 N. Central Expressway Suite 100 Dallas, TX 75206 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$21,226.25</u>
3.45	Nonpriority creditor's name and mailing address Debevoise & Plimpton LLP c/o Accounting Dept. 28th Floor 909 Third Ave New York, NY 10022 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$20,658.79</u>

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3.46	Nonpriority creditor's name and mailing address Denton County PO Box 90223 Denton, TX 76202 Date(s) debt was incurred <u>2019</u> Last 4 digits of account number <u>0DEN</u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Ad Valorem Taxes</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$553.46
3.47	Nonpriority creditor's name and mailing address Denton County PO Box 90223 Denton, TX 76202 Date(s) debt was incurred <u>2019</u> Last 4 digits of account number <u>5DEN</u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Ad Valorem Taxes</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$3.68
3.48	Nonpriority creditor's name and mailing address DLA Piper LLP (US) 1900 N Pearl St, Suite 2200 Dallas, TX 75201 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,318,730.36
3.49	Nonpriority creditor's name and mailing address Dow Jones & Company, Inc. 1211 Avenue of the Americas New York, NY 10036 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Trade Payable</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,038.26
3.50	Nonpriority creditor's name and mailing address DTCC ITP LLC PO Box 27590 New York, NY 10087-7590 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Trade Payable</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$3.30
3.51	Nonpriority creditor's name and mailing address Duff & Phelps, LLC c/o David Landman Benesch, Friedlander, Coplan & Aronoff 200 Public Sq. Suite 2300 Cleveland, OH 44114-4000 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$350,000.00
3.52	Nonpriority creditor's name and mailing address Elite Document Technology 403 North Stemmons Freeway Suite 100 Dallas, TX 75207 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$5,837.30
3.53	Nonpriority creditor's name and mailing address Epiq eDiscovery Solutions Dept 2651 PO Box 122651 Dallas, TX 75312-2651 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$9,972.65

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 Name

3.54 Nonpriority creditor's name and mailing address **Eric Girard** **312 Polo Trl** **Colleyville, TX 76034** **As of the petition filing date, the claim is:** *Check all that apply.* **\$11,430.14**
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred 10/14/2019 **Basis for the claim:** Consulting fee
 Last 4 digits of account number Is the claim subject to offset? No Yes

3.55 Nonpriority creditor's name and mailing address **Felicity Toube QC** **3-4 South Square** **Gray's Inn** **London, WC1R 5HP** **As of the petition filing date, the claim is:** *Check all that apply.* **\$1,546.65**
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred **Basis for the claim:** See Exhibit A
 Last 4 digits of account number Is the claim subject to offset? No Yes

3.56 Nonpriority creditor's name and mailing address **Foley Gardere** **2021 McKinney Ave** **Suite 1600** **Dallas, TX 75201** **As of the petition filing date, the claim is:** *Check all that apply.* **\$1,446,136.66**
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred **Basis for the claim:** See Exhibit A
 Last 4 digits of account number Is the claim subject to offset? No Yes

3.57 Nonpriority creditor's name and mailing address **Four Seasons Landscaping, LLC** **139 Turtle Creek Blvd.** **Dallas, TX 75207-6807** **As of the petition filing date, the claim is:** *Check all that apply.* **\$108.95**
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred **Basis for the claim:** Trade Payable
 Last 4 digits of account number Is the claim subject to offset? No Yes

3.58 Nonpriority creditor's name and mailing address **Gardner Haas PLLC** **2501 N. Harwood Street** **Suite 1250** **Dallas, TX 75201** **As of the petition filing date, the claim is:** *Check all that apply.* **\$522.72**
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred **Basis for the claim:** See Exhibit A
 Last 4 digits of account number Is the claim subject to offset? No Yes

3.59 Nonpriority creditor's name and mailing address **Gold's Gym International** **Attn: Corporate Billing** **125 E John Carpenter Frwy** **Suite 1300** **Irving, TX 75062** **As of the petition filing date, the claim is:** *Check all that apply.* **\$561.75**
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred **Basis for the claim:** Trade Payable
 Last 4 digits of account number Is the claim subject to offset? No Yes

3.60 Nonpriority creditor's name and mailing address **Greenwood Office Outfitters** **2951 Suffolk Drive** **Suite 640** **Fort Worth, TX 76133-1149** **As of the petition filing date, the claim is:** *Check all that apply.* **\$2,371.07**
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred **Basis for the claim:** Trade Payable
 Last 4 digits of account number Is the claim subject to offset? No Yes

Debtor Highland Capital Management, L.P. Case number (if known) 19-34054-SGJ
 Name

3.61	Nonpriority creditor's name and mailing address Greyline Solutions PO Box 733976 Dallas, TX 75373-3976 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$11,250.00
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3.62	Nonpriority creditor's name and mailing address Harder LLP 132 S. RODEO DRIVE FOURTH FLOOR BEVERLY HILLS, CA 90212 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$5,464.13
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3.63	Nonpriority creditor's name and mailing address Highland Capital Management (Singapore) 300 Crescent Ct. Suite 700 Dallas, TX 75201 Date(s) debt was incurred Prior to 12/31/2018 Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: The balance shown is updated annually for service fees and has not been updated since 12/31/2018 Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$248,745.28
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3.64	Nonpriority creditor's name and mailing address Highland CLO Holdco 300 Crescent Ct. Suite 700 Dallas, TX 75201 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Interest payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$599,187.26
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3.65	Nonpriority creditor's name and mailing address Highland CLO Holdco 300 Crescent Ct. Suite 700 Dallas, TX 75201 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Notes Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$9,541,446.00
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3.66	Nonpriority creditor's name and mailing address Highland RCP Offshore, LP 300 Crescent Ct. Suite 700 Dallas, TX 75201 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Unearned Revenue Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$2,447,870.00
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3.67	Nonpriority creditor's name and mailing address Highland RCP, LP 300 Crescent Ct. Suite 700 Dallas, TX 75201 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Unearned Revenue Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,945,067.00
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Debtor **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**

Name

3.68 Nonpriority creditor's name and mailing address **Hunton Andrews Kurth LLP**
1445 Ross Avenue
Suite 3700
Dallas, TX 75202-2799
 Date(s) debt was incurred _____
 Last 4 digits of account number _____

As of the petition filing date, the claim is: *Check all that apply.* **\$107,221.92**

Contingent
 Unliquidated
 Disputed

Basis for the claim: **See Exhibit A**

Is the claim subject to offset? No Yes

3.69 Nonpriority creditor's name and mailing address **ICE Data Pricing & Reference Data, LLC**
PO Box 98616
Chicago, IL 60693
 Date(s) debt was incurred _____
 Last 4 digits of account number _____

As of the petition filing date, the claim is: *Check all that apply.* **\$1,565.23**

Contingent
 Unliquidated
 Disputed

Basis for the claim: **Trade Payable**

Is the claim subject to offset? No Yes

3.70 Nonpriority creditor's name and mailing address **Intralinks**
P.O. Box 10259
New York, NY 10259
 Date(s) debt was incurred _____
 Last 4 digits of account number _____

As of the petition filing date, the claim is: *Check all that apply.* **\$7,995.00**

Contingent
 Unliquidated
 Disputed

Basis for the claim: **Trade Payable**

Is the claim subject to offset? No Yes

3.71 Nonpriority creditor's name and mailing address **JAMS, Inc**
PO Box 512850
Los Angeles, CA 90051-0850
 Date(s) debt was incurred _____
 Last 4 digits of account number _____

As of the petition filing date, the claim is: *Check all that apply.* **\$1,352.27**

Contingent
 Unliquidated
 Disputed

Basis for the claim: **See Exhibit A**

Is the claim subject to offset? No Yes

3.72 Nonpriority creditor's name and mailing address **Joshua & Jennifer Terry**
c/o Brian P. Shaw, Esq.
Rogge Dunn Group, PC
500 N. Akard Street, Suite 1900
Dallas, TX 75201
 Date(s) debt was incurred _____
 Last 4 digits of account number _____

As of the petition filing date, the claim is: *Check all that apply.* **\$425,000.00**

Contingent
 Unliquidated
 Disputed

Basis for the claim: **Litigation Claim**

Is the claim subject to offset? No Yes

3.73 Nonpriority creditor's name and mailing address **Katten Muchin Rosenman LLP**
525 W Monroe St
Chicago, IL 60661-3693
 Date(s) debt was incurred _____
 Last 4 digits of account number _____

As of the petition filing date, the claim is: *Check all that apply.* **\$16,695.00**

Contingent
 Unliquidated
 Disputed

Basis for the claim: **See Exhibit A**

Is the claim subject to offset? No Yes

3.74 Nonpriority creditor's name and mailing address **Kaufman County**
Attn: Elizabeth Weller
2777 N. Stemmons Freeway
Suite 1000
Dallas, TX 75207
 Date(s) debt was incurred **2019**
 Last 4 digits of account number **0606**

As of the petition filing date, the claim is: *Check all that apply.* **\$585.09**

Contingent
 Unliquidated
 Disputed

Basis for the claim: **Ad Valorem Taxes**

Is the claim subject to offset? No Yes

Debtor **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**
Name

3.75 Nonpriority creditor's name and mailing address **As of the petition filing date, the claim is:** *Check all that apply.* **\$3,090.25**
Kaufman County
Attn: Elizabeth Weller
2777 N. Stemmons Freeway
Suite 1000
Dallas, TX 75207
 Contingent
 Unliquidated
 Disputed
Date(s) debt was incurred 2019 **Basis for the claim:** Ad Valorem Taxes
Last 4 digits of account number 0600 Is the claim subject to offset? No Yes

3.76 Nonpriority creditor's name and mailing address **As of the petition filing date, the claim is:** *Check all that apply.* **\$125.05**
Kaufman County
Attn: Elizabeth Weller
2777 N. Stemmons Freeway
Suite 1000
Dallas, TX 75207
 Contingent
 Unliquidated
 Disputed
Date(s) debt was incurred 2019 **Basis for the claim:** Ad Valorem Taxes
Last 4 digits of account number 0600 Is the claim subject to offset? No Yes

3.77 Nonpriority creditor's name and mailing address **As of the petition filing date, the claim is:** *Check all that apply.* **\$5,732.15**
Kaufman County
Attn: Elizabeth Weller
2777 N. Stemmons Freeway
Suite 1000
Dallas, TX 75207
 Contingent
 Unliquidated
 Disputed
Date(s) debt was incurred 2019 **Basis for the claim:** Ad Valorem Taxes
Last 4 digits of account number 0600 Is the claim subject to offset? No Yes

3.78 Nonpriority creditor's name and mailing address **As of the petition filing date, the claim is:** *Check all that apply.* **\$34,425.72**
Legalpeople LLC
134 N LaSalle Street
Suite 800
Chicago, IL 60602
 Contingent
 Unliquidated
 Disputed
Date(s) debt was incurred **Basis for the claim:** See Exhibit A
Last 4 digits of account number Is the claim subject to offset? No Yes

3.79 Nonpriority creditor's name and mailing address **As of the petition filing date, the claim is:** *Check all that apply.* **\$3,778.01**
Levinger PC
1445 Ross Avenue
Suite 2500
Dallas, TX 75202
 Contingent
 Unliquidated
 Disputed
Date(s) debt was incurred **Basis for the claim:** See Exhibit A
Last 4 digits of account number Is the claim subject to offset? No Yes

3.80 Nonpriority creditor's name and mailing address **As of the petition filing date, the claim is:** *Check all that apply.* **\$2,583.66**
Lexitas
PO Box 734298
Dept. 2012
Dallas, TX 75373-4298
 Contingent
 Unliquidated
 Disputed
Date(s) debt was incurred **Basis for the claim:** See Exhibit A
Last 4 digits of account number Is the claim subject to offset? No Yes

3.81 Nonpriority creditor's name and mailing address **As of the petition filing date, the claim is:** *Check all that apply.* **\$57,628.65**
Loews Coronado Bay Resort
4000 Coronado Bay Road
Coronado, CA 92118
 Contingent
 Unliquidated
 Disputed
Date(s) debt was incurred **Basis for the claim:** Trade Payable
Last 4 digits of account number Is the claim subject to offset? No Yes

Debtor **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**

Name

3.82 Nonpriority creditor's name and mailing address **Lynn Pinker Cox & Hurst, LLP** As of the petition filing date, the claim is: *Check all that apply.* **\$436,538.06**
2100 Ross Ave
Suite 2700
Dallas, TX 75201
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.83 Nonpriority creditor's name and mailing address **Maples and Calder** As of the petition filing date, the claim is: *Check all that apply.* **\$25,800.11**
UGLAND HOUSE
PO BOX 309GT; S CHURCH ST
George Town Grand Cayman
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.84 Nonpriority creditor's name and mailing address **MarkitWSO Corporation** As of the petition filing date, the claim is: *Check all that apply.* **\$12,015.91**
Three Lincoln Centre
5430 LBJ Frwy; Ste 800
Dallas, TX 75240
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

3.85 Nonpriority creditor's name and mailing address **McKool Smith** As of the petition filing date, the claim is: *Check all that apply.* **\$2,163,976.00**
300 Crescent Court
Suite 1500
Dallas, TX 75201
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.86 Nonpriority creditor's name and mailing address **Meta-e Discovery LLC** As of the petition filing date, the claim is: *Check all that apply.* **\$780,645.36**
Six Landmark Square
Fourth Floor
Stamford, CT 06901
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.87 Nonpriority creditor's name and mailing address **Nick Meserve** As of the petition filing date, the claim is: *Check all that apply.* **\$300.00**
11835 Brandywine Ln
Houston, TX 77024
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

3.88 Nonpriority creditor's name and mailing address **NWCC, LLC** As of the petition filing date, the claim is: *Check all that apply.* **\$375,000.00**
c/o of Michael A. Battle
Barnes & Thornburg, LLP
1717 Pennsylvania Ave N.W. Ste 500
Washington, DC 20006
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Litigation Claim**
 Is the claim subject to offset? No Yes

Debtor **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**

Name

3.89 Nonpriority creditor's name and mailing address **Opus 2 International, Inc.** As of the petition filing date, the claim is: *Check all that apply.* **\$15,669.86**
100 Pine Street
Suite 560
San Francisco, CA 94111
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.90 Nonpriority creditor's name and mailing address **PACER Service Center** As of the petition filing date, the claim is: *Check all that apply.* **\$435.30**
P.O. Box 5208
Portland, OR 97208-5208
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

3.91 Nonpriority creditor's name and mailing address **Patrick Daugherty** As of the petition filing date, the claim is: *Check all that apply.* **\$11,700,000.00**
c/o Thomas A. Uebler
McCollom D'Emilio Smith
2751 Centerville Rd #401
Wilmington, DE 19808
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Litigation Claim**
 Is the claim subject to offset? No Yes

3.92 Nonpriority creditor's name and mailing address **Pitney Bowes- Purchase Power** As of the petition filing date, the claim is: *Check all that apply.* **\$1,611.00**
PO Box 371874
Pittsburgh, PA 15250-2648
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

3.93 Nonpriority creditor's name and mailing address **ProStar Services, Inc** As of the petition filing date, the claim is: *Check all that apply.* **\$1,064.58**
PO Box 110209
Carrollton, TX 75011
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

3.94 Nonpriority creditor's name and mailing address **Quintairos, Prieto Wood & Boyer** As of the petition filing date, the claim is: *Check all that apply.* **\$8,608.17**
865 S. Figueroa St
10th FL
Los Angeles, CA 90017
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.95 Nonpriority creditor's name and mailing address **Redeemer Committee - Highland Crusader** As of the petition filing date, the claim is: *Check all that apply.* **\$189,314,946.00**
Attn: Eric Felton
731 Pleasant Ave.
Glen Ellyn, IL 60137
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Litigation Claim**
 Is the claim subject to offset? No Yes

Debtor **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**

Name

3.96	Nonpriority creditor's name and mailing address Reid Collins & Tsai 810 Seventh Ave Ste 410 New York, NY 10019 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$258,526.25
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3.97	Nonpriority creditor's name and mailing address Scott Douglass & McConnico LLP 303 Colorado St Ste 2400 Austin, TX 78701 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,478.59
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3.98	Nonpriority creditor's name and mailing address Secured Access Systems, LLC 1913 Walden Court Flower Mound, TX 75022 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$24.37
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3.99	Nonpriority creditor's name and mailing address Siepe Services, LLC 5440 Harvest Hill Road Suite 100 Dallas, TX 75230 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$80,183.88
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3.100	Nonpriority creditor's name and mailing address Southland Property Tax Consultants, Inc 421 W. 3rd Street Ste 920 Fort Worth, TX 76102 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$309.11
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3.101	Nonpriority creditor's name and mailing address Squire Patton Boggs (US) LLP PO Box 643051 Cincinnati, OH 45264 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$5,208.40
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3.102	Nonpriority creditor's name and mailing address Stanton Advisors LLC 300 Coles Street Apt. 802 Jersey City, NJ 07310 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$10,000.00
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Debtor **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**
 Name

3.103 Nonpriority creditor's name and mailing address **Stanton LLP** As of the petition filing date, the claim is: *Check all that apply.* **\$90,712.65**
9400 N Central Expwy
Ste 1304
Dallas, TX 75231
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.104 Nonpriority creditor's name and mailing address **State Street Global Exchange** As of the petition filing date, the claim is: *Check all that apply.* **\$2,500.00**
Elkins/McSherry, LLC
One Lincoln Street
Boston, MA 02111
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.105 Nonpriority creditor's name and mailing address **Stinson Leonard Street LLP** As of the petition filing date, the claim is: *Check all that apply.* **\$246,802.54**
PO Box 843052
Kansas City, MO 64184
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.106 Nonpriority creditor's name and mailing address **Thomson West** As of the petition filing date, the claim is: *Check all that apply.* **\$1,158.52**
PO Box 64833
St. Paul, MN 55164-0833
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

3.107 Nonpriority creditor's name and mailing address **UBS AG, London Branch** As of the petition filing date, the claim is: *Check all that apply.* **Unknown**
c/o Andrew Clubock, Esq.
Latham & Watkins LLP
555 11th Street NW #1000
Washington, DC 20004
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Litigation Claim**
 Is the claim subject to offset? No Yes

3.108 Nonpriority creditor's name and mailing address **UBS Securities LLC** As of the petition filing date, the claim is: *Check all that apply.* **Unknown**
c/o Andrew Clubock
Latham & Watkins LLP
555 11th Street NW #1000
Washington, DC 20004
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Litigation Claim**
 Is the claim subject to offset? No Yes

3.109 Nonpriority creditor's name and mailing address **UPS Supply Chain Solutions** As of the petition filing date, the claim is: *Check all that apply.* **\$90.45**
28013 Network Place
Chicago, IL 60673-1280
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

Debtor Highland Capital Management, L.P. Case number (if known) 19-34054-SGJ
 Name

3.110	Nonpriority creditor's name and mailing address Wakefield Quin Victoria Place 31 Victoria St Hamilton, HM10 Bermuda Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> \$2,334.80 <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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3.111	Nonpriority creditor's name and mailing address Wilks, Lukoff & Bracegirdle, LLC 4250 Lancaster Pike #200 Wilmington, DE 19805 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> \$3,411.87 <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Trade Payable</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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3.112	Nonpriority creditor's name and mailing address Xerox Corporation PO Box 650361 Dallas, TX 75265 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> \$2,348.31 <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Trade Payable</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.
 If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address	On which line in Part1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number, if any

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

	Total of claim amounts
5a. Total claims from Part 1	5a. \$ <u>Unknown</u>
5b. Total claims from Part 2	5b. + \$ <u>244,617,627.33</u>
5c. Total of Parts 1 and 2 Lines 5a + 5b = 5c.	5c. \$ <u>244,617,627.33</u>

Highland Capital Management LP
Case # 19-34054-SGJ
Schedule F - Exhibit A

Law Firm	Gross Balance [1]	HCMLP Balance [2]	Other Balance [3]
McKool Smith	2,163,976.00	2,163,976.00	-
Foley Gardere	1,601,136.66	1,446,136.66	155,000.00
DLA Piper LLP (US)	1,318,730.36	1,318,730.36	-
Meta-e Discovery LLC	1,378,061.34	780,645.36	597,415.98
Lynn Pinker Cox & Hurst, LLP	529,303.56	436,538.06	92,765.50
Duff & Phelps, LLC	350,000.00	350,000.00	-
Reid Collins & Tsai	1,087,474.36	258,526.25	828,948.11
Stinson Leonard Street LLP	246,802.54	246,802.54	-
Cole Schotz	243,667.06	198,760.29	44,906.77
Andrews Kurth	771,467.89	137,637.81	633,830.08
Connolly Gallagher LLP	118,831.25	118,831.25	-
Boies, Schiller & Flexner LLP	115,714.80	115,714.80	-
Akin Gump Strauss Hauer & Feld LLP	1,739,149.45	113,947.86	1,625,201.59
Abrams & Bayliss	108,399.83	108,399.83	-
Hunton Andrews Kurth LLP	205,378.20	107,221.92	98,156.28
Bates White, LLC	90,855.79	90,855.79	-
Stanton LLP	90,712.65	90,712.65	-
ASW Law Limited	77,044.60	77,044.60	-
American Arbitration Association	55,511.80	55,511.80	-
Carey Olsen	38,930.00	38,930.00	-
Legalpeople LLC	34,425.72	34,425.72	-
ACA Compliance Group	48,526.43	26,324.25	22,202.18
Maples and Calder	200,758.82	25,800.11	174,958.71
Daniel Sheehan & Associates, PLLC	21,226.25	21,226.25	-
Debevoise & Plimpton LLP	48,300.79	20,658.79	27,642.00
Katten Muchin Rosenman LLP	16,695.00	16,695.00	-
Opus 2 International, Inc.	39,214.03	15,669.86	23,544.17
MarkitWSO Corporation	154,632.25	12,015.91	142,616.34
Greyline Solutions	11,250.00	11,250.00	-
Stanton Advisors LLC	10,000.00	10,000.00	-
Epiq eDiscovery Solutions	21,889.05	9,972.65	11,916.40
Quintairos, Prieto Wood & Boyer	12,897.42	8,608.17	4,289.25
Bell Nunnally & Martin LLP	6,934.79	6,934.79	-
Elite Document Technology	49,300.00	5,837.30	43,462.70
Harder LLP	5,464.13	5,464.13	-
Squire Patton Boggs (US) LLP	50,000.00	5,208.40	44,791.60
Levinger PC	12,884.21	3,778.01	9,106.20
Lexitas	2,583.66	2,583.66	-
State Street Global Exchange	2,500.00	2,500.00	-
Wakefield Quin	4,760.60	2,334.80	2,425.80
Alston & Bird LLP	2,234.00	2,234.00	-
Felicity Toubé QC	6,208.22	1,546.65	4,661.57
Scott Douglass & McConnico LLP	4,983.50	1,478.59	3,504.91
JAMS, Inc	24,097.28	1,352.27	22,745.01
CSI Global Deposition Services	826.01	826.01	-
CBIZ Valuation Group, LLC	8,269.26	545.77	7,723.49
Gardner Haas PLLC	7,920.00	522.72	7,397.28
Case Anywhere LLC	417.20	417.20	-
Caledonian Directors Limited	325.00	325.00	-
Winston & Strawn LLP	1,770,877.30	-	1,770,877.30
K&L Gates LLP	160,228.40	-	160,228.40
Davis Polk & Wardwell LLP	105,140.83	-	105,140.83

Highland Capital Management LP
Case # 19-34054-SGJ
Schedule F - Exhibit A

Law Firm	Gross Balance [1]	HCMLP Balance [2]	Other Balance [3]
Baker & McKenzie LLP	131,938.68	-	131,938.68
Zuckerman Spaeder LLP	127,295.18	-	127,295.18
Robbins, Russell, Englert, Orseck, Untereiner & Sauber LLP	100,476.30	-	100,476.30
Berkeley Research Group, LLC	60,976.22	-	60,976.22
Day Pitney LLP	55,793.69	-	55,793.69
Milbank, Tweed, Hadley	52,993.21	-	52,993.21
Garman Turner Gordon	42,222.06	-	42,222.06
Wick Phillips Gould & Martin, LLP - Operating Account	27,749.45	-	27,749.45
Pope, Hardwicke, Christie, Schell, Kelly & Taplett LLP	27,102.33	-	27,102.33
Ober Kaler Grimes & Shriver	24,939.27	-	24,939.27
ValueScope	22,357.65	-	22,357.65
Brian Lauten, PC	16,650.00	-	16,650.00
Hutchison & Steffen, PLLC	15,156.95	-	15,156.95
Counsel Press LLC	14,926.01	-	14,926.01
Integra FEC LLC	13,409.52	-	13,409.52
Rowlett Hill Collins LLP	12,562.50	-	12,562.50
Willkie Farr & Gallagher LLP	9,640.00	-	9,640.00
Flemming Zulack Williamson Zauderer	8,356.25	-	8,356.25
TSG Reporting, Inc	6,589.70	-	6,589.70
Todd Travers	4,987.50	-	4,987.50
Brownstein Hyatt Farber Schreck, LLP	4,777.21	-	4,777.21
Morris James LLP - Invoices	4,313.10	-	4,313.10
Wachtell, Lipton, Rosen & Katz	3,752.48	-	3,752.48
Lenz & Staehelin	3,568.15	-	3,568.15
Quinn Emanuel Trial Lawyers	3,180.65	-	3,180.65
Ogier	2,794.97	-	2,794.97
Lowenstein Sandler	2,778.72	-	2,778.72
J. Sagar Associates	2,391.20	-	2,391.20
Bifferato Gentilotti LLC	1,931.41	-	1,931.41
Bass, Berry & Sims PLC	1,888.00	-	1,888.00
TransPerfect Translations International Inc.	1,646.59	-	1,646.59
Kim & Chang	1,487.11	-	1,487.11
WilmerHale	1,056.00	-	1,056.00
Bailey Kennedy, LLP	900.00	-	900.00
CT Corporation	899.00	-	899.00
Cooke, Young & Keidan LLP	804.40	-	804.40
Elite Deposition Technologies	783.61	-	783.61
Gibson, Dunn & Crutcher LLP	651.60	-	651.60
US Legal Support	507.06	-	507.06
Esquire Deposition Solutions	253.42	-	253.42
Kim Leslie Shafer	225.00	-	225.00
Akerman LLP	69.93	-	69.93
Total	15,993,700.38	8,511,459.84	7,482,240.53

[1] Represents gross amount of invoices received where the Debtor is counterparty to the engagement letter.

[2] Represents allocated amount of invoices owing by Debtor.

[3] Represents allocated amount of invoices owing by non-Debtor party. Amount are not final amounts and may be subject to dispute.

Fill in this information to identify the case:

Debtor name Highland Capital Management, L.P.

United States Bankruptcy Court for the: NORTHERN DISTRICT OF TEXAS

Case number (if known) 19-34054-SGJ

Check if this is an amended filing

Official Form 206G
Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, number the entries consecutively.

1. **Does the debtor have any executory contracts or unexpired leases?**
 No. Check this box and file this form with the debtor's other schedules. There is nothing else to report on this form.
 Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).

2. List all contracts and unexpired leases **State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**

2.1. State what the contract or lease is for and the nature of the debtor's interest **Subscription To 13D Global Strategy And Research Services**

State the term remaining **121 Days**

List the contract number of any government contract **13D Global Strategy and Research
491 N Main Street
Ketchum, ID 83340**

2.2. State what the contract or lease is for and the nature of the debtor's interest **Subscription Agreement**

State the term remaining **76 Days**

List the contract number of any government contract **4Cast Inc.
420 Lexington Avenue
Suite 2147
New York, NY 10170**

2.3. State what the contract or lease is for and the nature of the debtor's interest **Servicing Agreement**

State the term remaining **Termination Contingent**

List the contract number of any government contract **Aberdeen Loan Funding, Ltd.
190 Elgin Avenue
George Town, Grand Cayman
KY1-9005, Cayman Islands**

2.4. State what the contract or lease is for and the nature of the debtor's interest **Janitorial Service**

State the term remaining **198 Days**

List the contract number of any government contract **ABM Texas General Services, Inc.
2020 Westridge Drive
Irving, TX 75038**

Debtor 1 **Highland Capital Management, L.P.**
 First Name Middle Name Last Name

Case number (if known) **19-34054-SGJ**

Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.5. State what the contract or lease is for and the nature of the debtor's interest **Compliance Services**

State the term remaining **0 Days** **ACA Compliance Group**
8403 Colesville Road
Ste 870
Silver Spring, MD 20910

List the contract number of any government contract _____

2.6. State what the contract or lease is for and the nature of the debtor's interest **Tamale Software**

State the term remaining **351 Days** **Advent Software, Inc.**
600 Townsend Street
Ste 500
San Francisco, CA 94103

List the contract number of any government contract _____

2.7. State what the contract or lease is for and the nature of the debtor's interest **Geneva Software**

State the term remaining **207 Days** **Advent Software, Inc.**
Three Lincoln Centre
5430 LBJ Freeway Ste 800
Dallas, TX 75240

List the contract number of any government contract _____

2.8. State what the contract or lease is for and the nature of the debtor's interest **Software License Global Strategy And China**

State the term remaining **167 Days** **Alpine Macro**
1130 Sherbrooke St West PH1
Montreal, Quebec
Canada, H3A2M8

List the contract number of any government contract _____

2.9. State what the contract or lease is for and the nature of the debtor's interest **Travel Account Purchase And Usage**

State the term remaining **254 Days** **American Airlines, Inc.**
PO Box 619616 MD4106
Ft Worth, TX 76155

List the contract number of any government contract _____

2.10. State what the contract or lease is for and the nature of the debtor's interest **Actuarial Services**

State the term remaining **76 Days** **Aon Consulting, Inc.**
445 Hutchinson Ave
Ste 900
Columbus, OH 43235

List the contract number of any government contract _____

Debtor 1 **Highland Capital Management, L.P.**
First Name Middle Name Last Name

Case number (if known) **19-34054-SGJ**

Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

government contract _____

2.11.	State what the contract or lease is for and the nature of the debtor's interest	Enterprise Technology Research	
	State the term remaining	746 Days	Aptiviti, Inc. 129 West 29th Street 3rd Floor New York, NY 10001
	List the contract number of any government contract	_____	_____

2.12.	State what the contract or lease is for and the nature of the debtor's interest	Employment Practices Insurance	
	State the term remaining	147 Days	Argonaut Insurance Company 225 W Washington Street 24th floor Chicago, IL 60606
	List the contract number of any government contract	_____	_____

2.13.	State what the contract or lease is for and the nature of the debtor's interest	Internet	
	State the term remaining	3 Years	AT&T 208 South Akard Street Dallas, TX 75201
	List the contract number of any government contract	_____	_____

2.14.	State what the contract or lease is for and the nature of the debtor's interest	Cell Phones	
	State the term remaining	Monthly	AT&T Mobility 208 South Akard Street Dallas, TX 75202
	List the contract number of any government contract	_____	_____

2.15.	State what the contract or lease is for and the nature of the debtor's interest	Dev Server Hosting	
	State the term remaining	Monthly	AWS 410 Terry Avenue North Seattle, WA 98109
	List the contract number of any government contract	_____	_____

2.16.	State what the contract or lease is for and the nature of the debtor's interest	Investment Research	BCA Research Inc. 1002 Sherbrooke Street West Suite 1600 Montreal, Quebec, CA 3L6
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Debtor 1 **Highland Capital Management, L.P.**
First Name Middle Name Last Name

Case number (if known) **19-34054-SGJ**

Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

State the term remaining **76 Days**

List the contract number of any government contract _____

2.17. State what the contract or lease is for and the nature of the debtor's interest **Bloomberg**

State the term remaining **60 day termination; two year autorenewal; after initial term of 07/15/201**

List the contract number of any government contract _____

**Bloomberg Finance, L.P.
731 Lexington Ave
New York, NY 10022**

2.18. State what the contract or lease is for and the nature of the debtor's interest **Erisa Group Health Plan**

State the term remaining **41 Days**

List the contract number of any government contract _____

**Blue Cross Blue Shield of Texas
1001 E. Lookout Dr.
Richardson, TX 75082**

2.19. State what the contract or lease is for and the nature of the debtor's interest **Stop Loss Coverage**

State the term remaining **41 Days**

List the contract number of any government contract _____

**Blue Cross Blue Shield of Texas
1001 E. Lookout Dr.
Richardson, TX 75082**

2.20. State what the contract or lease is for and the nature of the debtor's interest **Electronic Access**

State the term remaining **Perpetuity**

List the contract number of any government contract _____

**BNY Mellon
525 Penn Place
Pittsburgh, PA 15219**

2.21. State what the contract or lease is for and the nature of the debtor's interest **Cloud Doc Hosting**

State the term remaining **Monthly**

List the contract number of any government contract _____

**BOX.com
900 Jefferson Ave
Redwood City, CA 94063**

Debtor 1 **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**
 First Name Middle Name Last Name

Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.22. State what the contract or lease is for and the nature of the debtor's interest **Servicing Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
Brentwood CLO, Ltd.
Maples Finance Limited, PO Box 1093GT
Queensgate House, South Church Street
George Town, Grand Cayman, Cayman Island

2.23. State what the contract or lease is for and the nature of the debtor's interest **E-Ballot And Meeting Information Services**
 State the term remaining **162 Days**
 List the contract number of any government contract _____
Broadridge Investor Communication Solutions
One Park Ave
New York, NY 10016

2.24. State what the contract or lease is for and the nature of the debtor's interest **Advisory Services Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
Carey International, Inc.
4530 Wisconsin Ave NW
Washington, DC 20016

2.25. State what the contract or lease is for and the nature of the debtor's interest **Advisory Services Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
CCS Medical, Inc.
14255 49th Street North
Suite 301
Clearwater, FL 33762

2.26. State what the contract or lease is for and the nature of the debtor's interest **Wan Line And Telephones**
 State the term remaining **Monthly**
 List the contract number of any government contract _____
CenturyLink
100 CenturyLink Drive
Monroe, LA 71203

2.27. State what the contract or lease is for and the nature of the debtor's interest **Second Amended And Restated Investment Advisory Agreement**
 State the term remaining **90 Day Termination Provision; Annual Autoextend Following**
Charitable DAF Fund, L.P. / Charitable DAF GP, LLC
Attention: Grant Scott
4140 Park Lake Avenue
Suite 600
Raleigh, NC 27612

Debtor 1 **Highland Capital Management, L.P.**
 First Name Middle Name Last Name

Case number (if known) **19-34054-SGJ**

Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

Initial Term Ending
12/31/2017
 List the contract number of any government contract _____

2.28. State what the contract or lease is for and the nature of the debtor's interest **Second Amended And Restated Service Agreement**
 State the term remaining **60 Day Termination Provision; Annual Autoextend Following Initial Term 12/31/2017**
 List the contract number of any government contract _____ **Charitable DAF Fund, L.P. / Charitable DAF GP , LLC
 Attention: Grant Scott
 4140 Park Lake Avenue
 Suite 600
 Raleigh, NC 27612**

2.29. State what the contract or lease is for and the nature of the debtor's interest **Workers Comp**
 State the term remaining **254 Days**
 List the contract number of any government contract _____ **Chubb
 2001 Bryan St.
 Ste. 3600
 Dallas, TX 75201**

2.30. State what the contract or lease is for and the nature of the debtor's interest **Cisco Hardware Support**
 State the term remaining **2 Years**
 List the contract number of any government contract _____ **Cisco
 170 West Tasman Dr
 San Jose, CA 95134**

2.31. State what the contract or lease is for and the nature of the debtor's interest **Conference Services**
 State the term remaining **Monthly**
 List the contract number of any government contract _____ **Cisco Webex
 170 West Tasman Dr
 San Jose, CA 95134**

2.32. State what the contract or lease is for and the nature of the debtor's interest **Webex Seminars**
 State the term remaining **Annual**
 List the contract number of any government contract _____ **Cisco Webex Events
 170 West Tasman Dr
 San Jose, CA 95134**

Debtor 1 **Highland Capital Management, L.P.**
First Name Middle Name Last Name

Case number (if known) **19-34054-SGJ**

Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.33. State what the contract or lease is for and the nature of the debtor's interest **Pr Services**
State the term remaining **121 Days** **Cision US Inc.**
List the contract number of any government contract **1 Prudential Plaza, 7th floor**
130 E Randolph Street
Chicago, IL 60601

2.34. State what the contract or lease is for and the nature of the debtor's interest **Reference Portfolio Management Agreement**
State the term remaining **Termination Contingent** **Citibank, N.A.**
List the contract number of any government contract **Attention: Doug Warren**
390 Greenwich Street
Fourth Floor
New York, NY 10013

2.35. State what the contract or lease is for and the nature of the debtor's interest **Saas Solutions**
State the term remaining **295 Days** **Clearwater Analytics LLC**
List the contract number of any government contract **777 W Main St**
Ste 900
Boise, ID 83702

2.36. State what the contract or lease is for and the nature of the debtor's interest **Research**
State the term remaining **77 Days** **Coleman Research**
List the contract number of any government contract **575 5th Ave 21st Floor**
New York, NY 10017

2.37. State what the contract or lease is for and the nature of the debtor's interest **Research Service Credits**
State the term remaining **76 Days** **Coleman Research Group, Inc.**
List the contract number of any government contract **575 5th Avenue**
21st Floor
New York, NY 10017

2.38. State what the contract or lease is for and the nature of the debtor's interest **San Backup**
State the term remaining **Annual** **Commvault Backup**
1 Commvault Way
Tinton Falls, NJ 07724

Debtor 1 **Highland Capital Management, L.P.**
 First Name Middle Name Last Name

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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

List the contract number of any government contract _____

2.39. State what the contract or lease is for and the nature of the debtor's interest **Avaya Maintenance**
 State the term remaining **Annual**
 List the contract number of any government contract _____
Converge One
10900 Nesbitt Avenue South
Bloomington, MN 55437

2.40. State what the contract or lease is for and the nature of the debtor's interest **Amended And Restated Advisory Services Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
Cornerstone Healthcare Group Holding, Inc
2200 Ross Ave
Ste. 5400
Dallas, TX 75201

2.41. State what the contract or lease is for and the nature of the debtor's interest **Office Lease**
 State the term remaining **927 Days**
 List the contract number of any government contract _____
Crescent TC Investors, L.P.
200 Crescent Court
Ste 250
Dallas, TX 75201

2.42. State what the contract or lease is for and the nature of the debtor's interest **Filing/Formation/Registered Agent**
 State the term remaining **N/A - As Needed**
 List the contract number of any government contract _____
CT Corporation
1999 Bryan Street
Ste 900
Dallas, TX 75201

2.43. State what the contract or lease is for and the nature of the debtor's interest **Emergency Backup It Support**
 State the term remaining **Monthly**
 List the contract number of any government contract _____
CVE technology
3000 E Plano Pkwy
Plano, TX 75074

Debtor 1 **Highland Capital Management, L.P.**
First Name Middle Name Last Name

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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.44. State what the contract or lease is for and the nature of the debtor's interest **Anti Virus Software**
State the term remaining **Annual** **Cylance**
400 Spectrum Center Dr.
List the contract number of any government contract **Suite 900**
Irvine, CA 92618

2.45. State what the contract or lease is for and the nature of the debtor's interest **Compliance Information Service**
State the term remaining **30 Day Termination** **Debt Domain**
295 Madison Ave
List the contract number of any government contract **Ste 24**
New York, NY 10017

2.46. State what the contract or lease is for and the nature of the debtor's interest **Cable News**
State the term remaining **Monthly** **DirectTV**
208 South Akard Street
List the contract number of any government contract **Dallas, TX 75202**

2.47. State what the contract or lease is for and the nature of the debtor's interest **Cobra Admin**
State the term remaining **443 Days** **Discovery Benefits Inc**
4321 20th Ave. S.
List the contract number of any government contract **Fargo, ND 58103**

2.48. State what the contract or lease is for and the nature of the debtor's interest **2 Factor Authentication**
State the term remaining **Monthly** **DUO Security**
170 West Tasman Dr
List the contract number of any government contract **San Jose, CA 95134**

2.49. State what the contract or lease is for and the nature of the debtor's interest **Servicing Agreement**
State the term remaining **Termination Contingent** **Eastland CLO Ltd.**
190 Elgin Avenue
List the contract number of any government contract **George Town, Grand Cayman**
KY1-9005, Cayman Islands

Debtor 1 **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**
 First Name Middle Name Last Name

Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

government contract _____

2.50. State what the contract or lease is for and the nature of the debtor's interest **Trading Cost Analytic Services**
 State the term remaining **30 Day Termination** **Elkins McSherry**
225 Liberty St
24th floor
New York, NY 10281
 List the contract number of any government contract _____

2.51. State what the contract or lease is for and the nature of the debtor's interest **Disaster Recovery Site**
 State the term remaining **3 Years** **Evoque Data Center**
250 Vesey Street 15th Floor
New York, NY 10281
 List the contract number of any government contract _____

2.52. State what the contract or lease is for and the nature of the debtor's interest **Load Balancers**
 State the term remaining **Annual** **F5**
801 5th Ave
Seattle, WA 98104
 List the contract number of any government contract _____

2.53. State what the contract or lease is for and the nature of the debtor's interest **Amended And Restated Shared Services Agreement**
 State the term remaining **Termination Contingent** **Falcon E&P Opportunities GP, LLC**
c/o PetroCap, LLC, Attention: Marc Manzo
2602 McKinney Avenue
Suite 400
Dallas, TX 75204
 List the contract number of any government contract _____

2.54. State what the contract or lease is for and the nature of the debtor's interest **Software**
 State the term remaining **169 Days** **Financial Tracking**
1111 East Putnam Ave
Ste 304
Riverside, CT 06878
 List the contract number of any government contract _____

2.55. State what the contract or lease is for and the nature of the debtor's interest **Pr Services** **First Page Management LLC dba StatusLabs**
151 South 1st
Ste 100
Austin, TX 78704

Debtor 1 **Highland Capital Management, L.P.**
 First Name Middle Name Last Name

Case number (if known) **19-34054-SGJ**

Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

State the term remaining **16 Days**

List the contract number of any government contract _____

2.56. State what the contract or lease is for and the nature of the debtor's interest **Primary Data Center**

State the term remaining **Monthly**

Flexential
 11900 East Cornell Avenue
 Building B, 3rd Floor
 Aurora, CO 80014

List the contract number of any government contract _____

2.57. State what the contract or lease is for and the nature of the debtor's interest **Plant Maintenance**

State the term remaining **166 Days**

Four Seasons Landscaping, LLC
 PO Box 793429
 Dallas, TX 75379

List the contract number of any government contract _____

2.58. State what the contract or lease is for and the nature of the debtor's interest **Data Accessed Via Bloomberg Terminals**

State the term remaining **290 Days**

FT Interactive Data Corporation
 22 Crosby Drive
 Bedford, MA 01730

List the contract number of any government contract _____

2.59. State what the contract or lease is for and the nature of the debtor's interest **Expert Services**

State the term remaining **N/A**

FTI Consulting, Inc.
 Three Times Square
 10th floor
 New York, NY 10036

List the contract number of any government contract _____

2.60. State what the contract or lease is for and the nature of the debtor's interest **Portfolio Management Agreement**

State the term remaining **Termination Contingent**

Gleneagles CLO, Ltd.
 PO Box 1093 GT, Queensgate House
 South Church Street, George Town
 Grand Cayman, Cayman Islands

List the contract number of any government contract _____

Debtor 1 **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**
 First Name Middle Name Last Name

Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.61. State what the contract or lease is for and the nature of the debtor's interest **Domain Registrations**
 State the term remaining **1 Year** **GoDaddy**
14455 N. Hayden Rd.
 List the contract number of any government contract **Ste. 219**
Scottsdale, AZ 85260

2.62. State what the contract or lease is for and the nature of the debtor's interest **Corporate Wellness**
 State the term remaining **197 Days** **Gold's Texas Holdings Group, Inc**
4001 Maples Avenue
 List the contract number of any government contract **Ste 200**
Dallas, TX 75219

2.63. State what the contract or lease is for and the nature of the debtor's interest **Investment Management Agreement**
 State the term remaining **60 Day Termination Provision; Annual Autoextend Following Initial Term 12/31/2008** **Governance Re Ltd.**
Wellesley House North
 List the contract number of any government contract **2nd Floor, 90 Pitts Bay Road**
Pembroke HM 08, Bermuda

2.64. State what the contract or lease is for and the nature of the debtor's interest **D&O policy**
 State the term remaining **75 days (to 12/31/2019)** **Governance Re Ltd.**
Wellesley House North, 2nd Floor
 List the contract number of any government contract **90 Pitts Bay Road, Pembroke HM 08**
Bermuda

2.65. State what the contract or lease is for and the nature of the debtor's interest **Amendment No. 1 To Servicing Agreement**
 State the term remaining **N/A** **Grayson CLO Corp., et al**
190 Elgin Avenue
 List the contract number of any government contract **George Town, Grand Cayman**
KY1-9005, Cayman Islands

2.66. State what the contract or lease is for and the nature of the debtor's interest **Servicing Agreement** **Grayson CLO Ltd.**
190 Elgin Avenue
 State the term remaining **Termination Contingent** **George Town, Grand Cayman**
KY1-9005, Cayman Islands

Debtor 1 **Highland Capital Management, L.P.**
First Name Middle Name Last Name

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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

List the contract number of any government contract _____

2.67. State what the contract or lease is for and the nature of the debtor's interest **Servicing Agreement**
State the term remaining **Termination Contingent**
List the contract number of any government contract _____
Greenbriar CLO, Ltd.
P.O. Box 1093GT, Queensgate House
South Church Street, George Town
Grand Cayman, Cayman Islands

2.68. State what the contract or lease is for and the nature of the debtor's interest **Compliance Testing**
State the term remaining **95 Days**
List the contract number of any government contract _____
Greyline Solutions LLC
One Sansome Street
Suite 1895
San Francisco, CA 94104

2.69. State what the contract or lease is for and the nature of the debtor's interest **Food Ordering**
State the term remaining **191 Days**
List the contract number of any government contract _____
GrubHub Holdings Inc.
111 W. Washington Street
Ste 2100
Chicago, IL 60602

2.70. State what the contract or lease is for and the nature of the debtor's interest **Gips Services**
State the term remaining **43982**
List the contract number of any government contract _____
Guardian Performance Solutions, LLC
836 57th Street
Suite 408
Sacramento, CA 95819

2.71. State what the contract or lease is for and the nature of the debtor's interest **Data Sharing Platform**
State the term remaining **306 Days**
List the contract number of any government contract _____
Harvest Exchange Corp
1200 Smith Street
Ste. 672
Houston, TX 77002

Debtor 1 **Highland Capital Management, L.P.**
 First Name Middle Name Last Name

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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.72. State what the contract or lease is for and the nature of the debtor's interest **Online Research Portal**

State the term remaining **5 business day termination; 3 month autorenewal after initial term of 03/31/2016**

List the contract number of any government contract _____

Hedgeye Risk Management, LLC
 1 High Ridge Park
 3rd Floor
 Stamford, CT 06905

2.73. State what the contract or lease is for and the nature of the debtor's interest **Sub-Advisory Agreement**

State the term remaining **30 Days With Additional Contingencies**

List the contract number of any government contract _____

Highland Capital Insurance Solutions, L.P.
 Attention: General Counsel
 300 Crescent Court
 Suite 700
 Dallas, TX 75201

2.74. State what the contract or lease is for and the nature of the debtor's interest **Shared Services Agreement**

State the term remaining **30 Day Termination Provision**

List the contract number of any government contract _____

Highland Capital Insurance Solutions, L.P.
 Attention: General Counsel
 300 Crescent Court
 Suite 700
 Dallas, TX 75201

2.75. State what the contract or lease is for and the nature of the debtor's interest **Second Amended And Restated Shared Service Agreement**

State the term remaining **60 Day Termination Provision; Annual Autoextend Following Initial Term 2/8/2014**

List the contract number of any government contract _____

Highland Capital Management Fund Advisor LP
 Attention: General Counsel
 300 Crescent Court
 Suite 700
 Dallas, TX 75201

2.76. State what the contract or lease is for and the nature of the debtor's interest **Investment Management Agreement**

State the term remaining **60 Day Termination Provision; Annual Autoextend Following Initial Term 7/31/2007**

List the contract number of any government contract _____

Highland Capital Multi-Strategy Fund, L.P.
 PO Box 309 Ugland House
 Grand Cayman
 KY1-1104, Cayman Islands

Debtor 1 **Highland Capital Management, L.P.**
 First Name Middle Name Last Name

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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.77. State what the contract or lease is for and the nature of the debtor's interest **Collateral Management Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
Highland Credit Opportunities CDO Ltd.
190 Elgin Avenue
George Town, Grand Cayman
KY1-9005, Cayman Islands

2.78. State what the contract or lease is for and the nature of the debtor's interest **Management Agreement**
 State the term remaining **90 Days With Additional Contingencies**
 List the contract number of any government contract _____
Highland Credit Opportunities Japanese Feeder Sub-Trust
190 Elgin Avenue
George Town Grand Cayman
KY1-9005, Cayman Islands

2.79. State what the contract or lease is for and the nature of the debtor's interest **Service Agreement**
 State the term remaining **30 day termination notice**
 List the contract number of any government contract _____
Paxstone Capital LLP
Attn: Kasper Kemp Hansen
483 Green Lane
London N13 4BS
UK

2.80. State what the contract or lease is for and the nature of the debtor's interest **Sub-Advisory Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
Highland HCF Advisor, Ltd.
Attention: General Counsel
300 Crescent Court
Suite 700
Dallas, TX 75201

2.81. State what the contract or lease is for and the nature of the debtor's interest **Shared Services Agreement**
 State the term remaining **30 Days**
 List the contract number of any government contract _____
Highland HCF Advisor, Ltd.
Attention: General Counsel
300 Crescent Court
Suite 700
Dallas, TX 75201

2.82. State what the contract or lease is for and the nature of the debtor's interest **Collateral Management Agreement**
 State the term remaining **Termination Contingent**
Highland Legacy Limited
c/o Maples and Calder, PO Box 309
Ugland House, South Church Street, Georg
Grand Cayman, Cayman Islands

Debtor 1 **Highland Capital Management, L.P.**
 First Name Middle Name Last Name

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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

List the contract number of any government contract _____

2.83. State what the contract or lease is for and the nature of the debtor's interest **Investment Management Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
Highland Loan Fund, Ltd., et al
PO Box 309 Ugland House
Grand Cayman
KY1-1104, Cayman Islands

2.84. State what the contract or lease is for and the nature of the debtor's interest **Collateral Management Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
Highland Loan Funding V Ltd.
P.O. Box 1093GT, Queensgate House
South Church Street, George Town
Grand Cayman, Cayman Islands

2.85. State what the contract or lease is for and the nature of the debtor's interest **Third Amended And Restated Investment Management Agreement**
 State the term remaining **75 Day Termination; Annual Auto Renewal Following Initial Term 12/31/2014**
 List the contract number of any government contract _____
Highland Multi Strategy Credit Fund, Ltd
PO Box 309 Ugland House
Grand Cayman
KY1-1104, Cayman Islands

2.86. State what the contract or lease is for and the nature of the debtor's interest **Investment Management Agreement**
 State the term remaining **60 Day Termination; Annual Auto Renewal Following Initial Term 7/31/2007**
 List the contract number of any government contract _____
Highland Multi Strategy Credit Fund, Ltd
PO Box 309 Ugland House
Grand Cayman
KY1-1104, Cayman Islands

2.87. State what the contract or lease is for and the nature of the debtor's interest **Collateral Servicing Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
Highland Park CDO I, Ltd.
P.O. Box 1093GT, Queensgate House
South Church Street, George Town
Grand Cayman, Cayman Islands

Debtor 1 **Highland Capital Management, L.P.**
 First Name Middle Name Last Name

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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.88. State what the contract or lease is for and the nature of the debtor's interest **Amended And Restated Investment Management Agreement**
 State the term remaining **90 Days With Additional Contingencies**
 List the contract number of any government contract
**Highland Prometheus Master Fund, L.P.
 c/o Maples and Calder, PO Box 309
 Uglund House, South Church Street, Georg
 Grand Cayman, Cayman Islands**

2.89. State what the contract or lease is for and the nature of the debtor's interest **Management Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract
**Highland Restoration Capital Partners Offshore, L.P.
 PO Box 309 Uglund House
 Grand Cayman
 KY1-1104, Cayman Islands**

2.90. State what the contract or lease is for and the nature of the debtor's interest **Investment Management Agreement**
 State the term remaining **75 Days With Additional Contingencies**
 List the contract number of any government contract
**Highland Select Equity Master Fund, L.P.
 31 Victoria Street Victoria House
 Hamilton
 HM10, Bermuda**

2.91. State what the contract or lease is for and the nature of the debtor's interest **Oms Software**
 State the term remaining **Annual**
 List the contract number of any government contract
**IBM Websphere
 1 New Orchard Road
 Armonk, NY 10504**

2.92. State what the contract or lease is for and the nature of the debtor's interest **Discovery Assistant**
 State the term remaining **111 Days**
 List the contract number of any government contract
**ImageMAKER Development Inc
 Ste 102,416 - 6th Street
 New Westminster, BC, Canada
 V3L3B2**

2.93. State what the contract or lease is for and the nature of the debtor's interest **Software License Xto Zephyr**
**Informa Investment Solutions
 4 Westchester Park Drive
 White Plain, NY 10604**

Debtor 1 **Highland Capital Management, L.P.**
First Name Middle Name Last Name

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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

State the term remaining **288 Days**

List the contract number of any government contract _____

2.94. State what the contract or lease is for and the nature of the debtor's interest **Style Advisor Software**

State the term remaining **76 Days**

List the contract number of any government contract _____

**Informa Investment Solutions
4 Westchester Park Drive
White Plain, NY 10604**

2.95. State what the contract or lease is for and the nature of the debtor's interest **Research Vendor**

State the term remaining **228 Days**

List the contract number of any government contract _____

**InsiderScore, LLC
100 Thanet Circle
Suite 300
Princeton, NJ 08540**

2.96. State what the contract or lease is for and the nature of the debtor's interest **Data Warehouse Services**

State the term remaining **Variable based on schedule**

List the contract number of any government contract _____

**Interactive Data Pricing and Reference D
32 Crosby Drive
Bedford, MA 01730**

2.97. State what the contract or lease is for and the nature of the debtor's interest **License Deal Model Libraries**

State the term remaining **350 Days**

List the contract number of any government contract _____

**Intex Solutions, Inc.
110 A Street
Needham, MA 02494**

2.98. State what the contract or lease is for and the nature of the debtor's interest **Data Site**

State the term remaining **Variable based on schedule**

List the contract number of any government contract _____

**Intralinks Inc.
150 East 42nd St
8th floor
New York, NY 10017**

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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.99. State what the contract or lease is for and the nature of the debtor's interest **Desktop Usb Monitoring**
 State the term remaining **Annual**
 List the contract number of any government contract _____
Ivanti Security
698 West 10000 South
Jordan, UT 84095

2.100. State what the contract or lease is for and the nature of the debtor's interest **Amended And Restated Portfolio Management Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
Jasper CLO Ltd.
190 Elgin Avenue
George Town, Grand Cayman
KY1-9005, Cayman Islands

2.101. State what the contract or lease is for and the nature of the debtor's interest **Portfolio Management Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
Liberty CLO Ltd.
190 Elgin Avenue
George Town, Grand Cayman
KY1-9005, Cayman Islands

2.102. State what the contract or lease is for and the nature of the debtor's interest **Group Life Insurance**
 State the term remaining **406 Days**
 List the contract number of any government contract _____
Liberty Life Assurance Company of Boston
100 Liberty Way
Dover, NH 03821

2.103. State what the contract or lease is for and the nature of the debtor's interest **Financial Institution Bond**
 State the term remaining **199 Days**
 List the contract number of any government contract _____
Liberty Mutual Insurance Company
175 Berkley St
Boston, MA 02116

2.104. State what the contract or lease is for and the nature of the debtor's interest **Linkedin - Recruiting/Job Posting**
 State the term remaining **269 Days**
 List the contract number of any government contract _____
LinkedIn Corporation
1000 West Maude Avenue
Sunnyvale, CA 94085

Debtor 1 **Highland Capital Management, L.P.**
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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

government contract _____

2.105. State what the contract or lease is for and the nature of the debtor's interest **Investment Management Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
Longhorn Credit Funding, LLC
874 Walker Rd, Ste C
Dover, DE 19904

2.106. State what the contract or lease is for and the nature of the debtor's interest **Amendment No. 1 To Investment Management Agreement**
 State the term remaining **N/A**
 List the contract number of any government contract _____
Longhorn Credit Funding, LLC
874 Walker Rd, Ste C
Dover, DE 19904

2.107. State what the contract or lease is for and the nature of the debtor's interest **Macroeconomic Research Services**
 State the term remaining **15 Days**
 List the contract number of any government contract _____
MacroMavens
180 W 20th Street
Suite 1700
New York, NY 10011

2.108. State what the contract or lease is for and the nature of the debtor's interest **Compliance Services**
 State the term remaining **One month termination**
 List the contract number of any government contract _____
Maples Compliance Services (Cayman) Limit
PO Box 1093, Queensgate House
Grand Cayman, Cayman Islands
KY1-1102

2.109. State what the contract or lease is for and the nature of the debtor's interest **Nav Calc And Distribution**
 State the term remaining **223 Days**
 List the contract number of any government contract _____
Markit Equities Limited
c.o Market Group Limited, Level 4
Ropemaker Place, 25 Ropemaker Street
London EC2Y9LY

2.110. State what the contract or lease is for and the nature of the debtor's interest **Data Services**
Markit Group Limited / Markit North America
2 More London Riverside
London SE12AP

Debtor 1 **Highland Capital Management, L.P.**
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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

State the term remaining **60 day termination after initial term of 11/01/2021; variable based on schedules**

List the contract number of any government contract _____

2.111. State what the contract or lease is for and the nature of the debtor's interest **Software License**

State the term remaining **746 Days**

List the contract number of any government contract _____

**MarkitWSO Corporation
Three Lincoln Centre
5430 LBJ Freeway
Ste 800
Dallas, TX 75240**

2.112. State what the contract or lease is for and the nature of the debtor's interest **Wso Software**

State the term remaining **746 Days**

List the contract number of any government contract _____

**MarkitWSO Corporation
Three Lincoln Centre
5430 LBJ Freeway Ste 800
Dallas, TX 75240**

2.113. State what the contract or lease is for and the nature of the debtor's interest **401K Plan Admin**

State the term remaining **47 Days**

List the contract number of any government contract _____

**MBM Advisors, Inc.
440 Louisiana St
Suite 2500
Houston, TX 77002**

2.114. State what the contract or lease is for and the nature of the debtor's interest **Comp Survey**

State the term remaining **30 day termination**

List the contract number of any government contract _____

**McLagan Partners Inc (Aon McLagan)
1600 Summer Street
Ste 601
Stamford, CT 06905**

2.115. State what the contract or lease is for and the nature of the debtor's interest **Subscription To Creditflux News & Clo I-Data Services**

State the term remaining **350 Days**

List the contract number of any government contract _____

**Mergermarket (US) Limited
1501 Broadway
8th Floor
New York, NY 10036**

Debtor 1 **Highland Capital Management, L.P.**
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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.116. State what the contract or lease is for and the nature of the debtor's interest **Subscription To Xtract Research**
State the term remaining **45 Days** **Mergermarket (US) Limited**
List the contract number of any government contract **1501 Broadway**
Suite 801
New York, NY 10036

2.117. State what the contract or lease is for and the nature of the debtor's interest **Term Life Insurance**
State the term remaining **188 Days** **Metlife Investors USA Insurance Company**
List the contract number of any government contract **PO Box 13863**
Philadelphia, PA 19101

2.118. State what the contract or lease is for and the nature of the debtor's interest **Ms Software Assurance**
State the term remaining **3 Years** **Microsoft**
List the contract number of any government contract **One Microsoft Way**
Redmond, WA 98052

2.119. State what the contract or lease is for and the nature of the debtor's interest **Creditview Corporate - Leveraged Finance (12 Users)**
State the term remaining **74 Days** **Moody's Analytics, Inc.**
List the contract number of any government contract **7 World Trade Center**
New York, NY 10007

2.120. State what the contract or lease is for and the nature of the debtor's interest **Software License**
State the term remaining **259 Days** **Morningstar Inc.**
List the contract number of any government contract **22 W Washington St**
Chicago, IL 60602

2.121. State what the contract or lease is for and the nature of the debtor's interest **Data License**
State the term remaining **50 Days** **MSCI Inc.**
7 World Trade Center
250 Greenwich St, 49th floor
New York, NY 10007

Debtor 1 **Highland Capital Management, L.P.**
First Name Middle Name Last Name

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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

List the contract number of any government contract _____

2.122. State what the contract or lease is for and the nature of the debtor's interest **Mailflow Monitoring**
State the term remaining **Monthly** **Mxtoolbox**
12710 Research Blvd
List the contract number of any government contract _____ **Ste 225**
Austin, TX 00225

2.123. State what the contract or lease is for and the nature of the debtor's interest **San Maintenance**
State the term remaining **3 Years** **Netapp**
1395 Crossman Ave
List the contract number of any government contract _____ **Sunnyvale, CA 94089**

2.124. State what the contract or lease is for and the nature of the debtor's interest **Third Amended And Restated Investment Advisory Agreement**
State the term remaining **30 Day Termination; One Year Autoextend After Initial Term Of 8/31/2018** **NexBank SSB**
2515 McKinney Avenue
List the contract number of any government contract _____ **Suite 1100**
Dallas, TX 75201

2.125. State what the contract or lease is for and the nature of the debtor's interest **Sub-Servicing Agreement; Shared National Credit Program**
State the term remaining **30 day termination; one year autorenwal after initial term of 1/1/2015, additional termination contingencies** **NexBank, SSB**
2515 McKinney Avenue
List the contract number of any government contract _____ **Suite 1100**
Dallas, TX 75201

2.126. State what the contract or lease is for and the nature of the debtor's interest **Sub-Advisory Agreement**
State the term remaining **30 Days With Additional Contingencies** **NexPoint Advisors, LP**
200 Crescent Court
List the contract number of any government contract _____ **Ste. 700**
Dallas, TX 75201

Debtor 1 **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**
 First Name Middle Name Last Name

Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

government contract _____

2.127. State what the contract or lease is for and the nature of the debtor's interest **Amended And Restated Shared Services Agreement**
 State the term remaining **30 Days** **NexPoint Advisors, LP**
200 Crescent Court
Ste. 700
Dallas, TX 75201
 List the contract number of any government contract _____

2.128. State what the contract or lease is for and the nature of the debtor's interest **Cloud Single Sign On**
 State the term remaining **Monthly** **Onelogin**
848 Battery Street
San Francisco, CA 94111
 List the contract number of any government contract _____

2.129. State what the contract or lease is for and the nature of the debtor's interest **Rightfax Maintenance**
 State the term remaining **Annual** **Opentext**
275 Frank Tompa Drive
Waterloo, ON N2L 0A1
Canada
 List the contract number of any government contract _____

2.130. State what the contract or lease is for and the nature of the debtor's interest **Oracle Owns Taleo Our Ats**
 State the term remaining **80 Days** **Oracle America, Inc.**
500 Oracle Parkway
Redwood Shores, CA 94065
 List the contract number of any government contract _____

2.131. State what the contract or lease is for and the nature of the debtor's interest **Network Monitoring**
 State the term remaining **Annual** **Paessler**
Thurn-und-Taxis-Str. 14
90411 Nuremberg
Germany
 List the contract number of any government contract _____

2.132. State what the contract or lease is for and the nature of the debtor's interest **Collateral Management Agreement** **PAM Capital Funding, LP / Ranger Asset Management LP**
c/o Maples and Calder, PO Box 309
Ugland House, South Church Street, Georg
Grand Cayman, Cayman Islands

Debtor 1 **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**
 First Name Middle Name Last Name

Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

State the term remaining **Termination Contingent**
 List the contract number of any government contract _____

2.133. State what the contract or lease is for and the nature of the debtor's interest **Collateral Management Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
PamCo Cayman Ltd. / Ranger Asset Management LP
c/o Maples and Calder, PO Box 309
Ugland House, South Church Street, Georg
Grand Cayman, Cayman Islands

2.134. State what the contract or lease is for and the nature of the debtor's interest **Payroll Services**
 State the term remaining **N/A**
 List the contract number of any government contract _____
Paylocity Corporation
3850 N. Wilke Rd.
Arlington Heights, IL 60004

2.135. State what the contract or lease is for and the nature of the debtor's interest **401Kplan Auditor Erisa Cpa**
 State the term remaining **Perpetuity**
 List the contract number of any government contract _____
Payne & Smith, LLC
5952 Royal Lane
Ste 158
Dallas, TX 75230

2.136. State what the contract or lease is for and the nature of the debtor's interest **Investment Management Agreement**
 State the term remaining **75 Days With Additional Contingencies**
 List the contract number of any government contract _____
PCMG Trading Partners XXIII, L.P.
1209 Orange Street
Wilmington, DE 19801

2.137. State what the contract or lease is for and the nature of the debtor's interest **Investment Management Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
PensionDanmark Pensionsforsikringsakties
Langelinie Alle 43
2100 Copenhagen
Attention: Head of Legal
Denmark

Debtor 1 **Highland Capital Management, L.P.**
 First Name Middle Name Last Name

Case number (if known) **19-34054-SGJ**

Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.138. State what the contract or lease is for and the nature of the debtor's interest **Amendment No. 1 To Investment Management Agreement**
 State the term remaining **N/A**
 List the contract number of any government contract _____
PensionDanmark Pensionsforsikringsakties Langelinie Alle 43 2100 Copenhagen Attention: Head of Legal Denmark

2.139. State what the contract or lease is for and the nature of the debtor's interest **Amended And Restated Administrative Services Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
PetroCap Partners II GP, LLC Attention: William L. Britain 2602 McKinney Avenue Suite 400 Dallas, TX 75204

2.140. State what the contract or lease is for and the nature of the debtor's interest **Mail Meter**
 State the term remaining **60 day termination; one year autorenewal after initial term of 09/09/14**
 List the contract number of any government contract _____
Pitney Bowes Global Financial Services PO Box 371874 Pittsburgh, PA 15250

2.141. State what the contract or lease is for and the nature of the debtor's interest **Media Services**
 State the term remaining **106 Days**
 List the contract number of any government contract _____
PR Newswire Association, LLC 602 Plaza Three Harborside Financial Center Jersey City, NJ 07311

2.142. State what the contract or lease is for and the nature of the debtor's interest **Actuarial Valuation Retirement Plan**
 State the term remaining **Project Based**
 List the contract number of any government contract _____
PricewaterhouseCoopers LLP One North Wacker Chicago, IL 60606

2.143. State what the contract or lease is for and the nature of the debtor's interest **Second Amended And Restated Back Office Shared Services And Administration Agreement**
 State the term remaining **30 Day Termination;**
Rand Advisors, LLC / Atlas IDF LP, et al Attn John Honis 87 Railroad Place Ste 403 Saratoga Springs, NY 12866

Debtor 1 **Highland Capital Management, L.P.**
 First Name Middle Name Last Name

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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

One Year Autorenewal After Initial Term Of 12/24/2016, Additional Termination Contingencies

List the contract number of any government contract _____

2.144. State what the contract or lease is for and the nature of the debtor's interest **Linux Maintenance**

State the term remaining **Annual**

List the contract number of any government contract _____

**Red Hat
 100 East Davie Street
 Raleigh, NC 27601**

2.145. State what the contract or lease is for and the nature of the debtor's interest **Servicing Agreement**

State the term remaining **Termination Contingent**

List the contract number of any government contract _____

**Red River CLO Ltd.
 190 Elgin Avenue
 George Town Grand Cayman
 KY1-9005, Cayman Islands**

2.146. State what the contract or lease is for and the nature of the debtor's interest **Amendment No. 1 To Servicing Agreement**

State the term remaining **N/A**

List the contract number of any government contract _____

**Red River CLO Ltd., et al
 190 Elgin Avenue
 George Town, Grand Cayman
 KY1-9005, Cayman Islands**

2.147. State what the contract or lease is for and the nature of the debtor's interest **Subscription Services, Reorg Americas**

State the term remaining **289 Days**

List the contract number of any government contract _____

**Reorg Research, Inc.
 11 East 26th Street
 12th Floor
 New York, NY 10010**

2.148. State what the contract or lease is for and the nature of the debtor's interest **Servicing Agreement**

State the term remaining **Termination Contingent**

List the contract number of any government contract _____

**Rockwall CDO II Ltd.
 P.O. Box 1093GT, Queensgate House
 South Church Street, George Town
 Grand Cayman, Cayman Islands**

Debtor 1 **Highland Capital Management, L.P.**
 First Name Middle Name Last Name

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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.149. State what the contract or lease is for and the nature of the debtor's interest **Interim Collateral Management Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
Rockwall CDO Ltd.
P.O. Box 1093GT, Queensgate House
South Church Street, George Town
Grand Cayman, Cayman Islands

2.150. State what the contract or lease is for and the nature of the debtor's interest **Servicing Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
Rockwall CDO Ltd.
P.O. Box 1093GT, Queensgate House
South Church Street, George Town
Grand Cayman, Cayman Islands

2.151. State what the contract or lease is for and the nature of the debtor's interest **Amendment No. 1 To Servicing Agreement**
 State the term remaining **N/A**
 List the contract number of any government contract _____
Rockwall CDO Ltd., et al
P.O. Box 1093GT, Queensgate House
South Church Street, George Town
Grand Cayman, Cayman Islands

2.152. State what the contract or lease is for and the nature of the debtor's interest **Advisory Services Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
Romacorp, Inc.
1700 Alma Drive
Ste. 400
Plano, TX 75075

2.153. State what the contract or lease is for and the nature of the debtor's interest **Research Services**
 State the term remaining **442 Days**
 List the contract number of any government contract _____
S&P Global Market Intelligence LLC
55 Water Street
New York, NY 10041

2.154. State what the contract or lease is for and the nature of the debtor's interest **Subadvisor Agreement**
 State the term remaining **Termination Contingent**
SALI Fund Management, LLC
6836 Austin Center Blvd
Ste. 320
Austin, TX 78731

Debtor 1 **Highland Capital Management, L.P.**
First Name Middle Name Last Name

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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

List the contract number of any government contract _____

2.155. State what the contract or lease is for and the nature of the debtor's interest **It Services**

State the term remaining **717 Days**

List the contract number of any government contract _____

**Siepe Services, LLC
2200 Ross Ave, Ste 4700E
Dallas, TX 75201**

2.156. State what the contract or lease is for and the nature of the debtor's interest **Ftp Server Maintenance**

State the term remaining **Annual**

List the contract number of any government contract _____

**Solarwinds
7171 Southwest Parkway
Bldg 400
Austin, TX 78735**

2.157. State what the contract or lease is for and the nature of the debtor's interest **Portfolio Management Agreement**

State the term remaining **Termination Contingent**

List the contract number of any government contract _____

**Southfork CLO Ltd.
P.O. Box 1093GT, Queensgate House
South Church Street, George Town
Grand Cayman, Cayman Islands**

2.158. State what the contract or lease is for and the nature of the debtor's interest **Research Services**

State the term remaining **320 Days**

List the contract number of any government contract _____

**Spin-off Advisors, LLC
1327 W. Washington Blvd
Suite 4-G
Chicago, IL 60607**

2.159. State what the contract or lease is for and the nature of the debtor's interest **Finders Fee For Acquisitions/Investments**

State the term remaining **Perpetuity**

List the contract number of any government contract _____

**Springboard Network LLC
9900 Spectrum Drive
Austin, TX 78717**

Debtor 1 **Highland Capital Management, L.P.**
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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.160. State what the contract or lease is for and the nature of the debtor's interest **Fourth Admended And Restated Agreement Of Limited Partnership Of Highland Capital Management, L.P.**
 State the term remaining **Perpetuity**
 List the contract number of any government contract _____ **Strand Advisors Inc.
 1209 Orange Street
 Wilmington, DE 19801**

2.161. State what the contract or lease is for and the nature of the debtor's interest **Research Service**
 State the term remaining **442 Days**
 List the contract number of any government contract _____ **Strategas Securities, LLC
 52 Vanderbilt Ave
 8th Floor
 New York, NY 10017**

2.162. State what the contract or lease is for and the nature of the debtor's interest **Servicing Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____ **Stratford CLO Ltd.
 P.O. Box 1093GT, Queensgate House
 South Church Street, George Town
 Grand Cayman, Cayman Islands**

2.163. State what the contract or lease is for and the nature of the debtor's interest **Management Services Agreement**
 State the term remaining **Contingent**
 List the contract number of any government contract _____ **Structural and Steel Products, Inc
 3001 W Pafford Street
 Fort Worth, TX 76110**

2.164. State what the contract or lease is for and the nature of the debtor's interest **Electronic Trading Services**
 State the term remaining **30 day termination**
 List the contract number of any government contract _____ **SunTrust Robinson Humphrey Inc.
 SunTrust Robinson Humphrey
 Attn: Documentation
 711 5th Avenue 14th Fl.
 New York, NY 10022**

2.165. State what the contract or lease is for and the nature of the debtor's interest **Symphony License**
 State the term remaining **205 Days**
 _____ **Symphony Communication Services LLC
 1117 S California Ave
 Palo Alto, CA 94304**

Debtor 1 **Highland Capital Management, L.P.**
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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

List the contract number of any government contract _____

2.166. State what the contract or lease is for and the nature of the debtor's interest **Electronic Access**
State the term remaining **Perpetuity**
List the contract number of any government contract _____
The Bank of New York Mellon Trust Company
601 Travis, 16th floor
Houston, TX 77002

2.167. State what the contract or lease is for and the nature of the debtor's interest **Tax Research Software**
State the term remaining **139 Days**
List the contract number of any government contract _____
The Bureau of National Affairs, Inc
1801 South Bell Street
Arlington, VA 22202

2.168. State what the contract or lease is for and the nature of the debtor's interest **Disability Income Insurance**
State the term remaining **258 Days**
List the contract number of any government contract _____
The Standard
1100 SW Sixth Ave
Portland, OR 97204

2.169. State what the contract or lease is for and the nature of the debtor's interest **Westlaw Services**
State the term remaining **60 day termination and one year autorenewal; after initial term of 11/29/2021**
List the contract number of any government contract _____
Thompson Reuters
610 Opperman Drive
PO Box 64833
Eagan, MN 55123

2.170. State what the contract or lease is for and the nature of the debtor's interest **Tax Research Software**
State the term remaining **224 Days**
List the contract number of any government contract _____
Thomson Reuters
PO Box 71687
Chicago, IL 60694

Debtor 1 **Highland Capital Management, L.P.**
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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.171. State what the contract or lease is for and the nature of the debtor's interest **Dns Server Backup**
State the term remaining **Monthly** **Total Uptime Tech**
List the contract number of any government contract _____ **Post Office Box 2228**
Skyland, NC 28776

2.172. State what the contract or lease is for and the nature of the debtor's interest **Amended And Restated Advisory Services Agreement**
State the term remaining **Termination Contingent** **Trussway Holdings, Inc.**
List the contract number of any government contract _____ **9411 Alcorn**
Houston, TX 77093

2.173. State what the contract or lease is for and the nature of the debtor's interest **Mail Gateway**
State the term remaining **Annual** **Trustwave**
List the contract number of any government contract _____ **70 W Madison St**
Ste. 1050
Chicago, IL 01050

2.174. State what the contract or lease is for and the nature of the debtor's interest **Mailing**
State the term remaining **1007 Days** **United Parcel Service, Inc**
List the contract number of any government contract _____ **55 Glenlake Parkway**
Atlanta, GA 30328

2.175. State what the contract or lease is for and the nature of the debtor's interest **Reference Portfolio Management Agreement**
State the term remaining **Termination Contingent** **Valhalla CLO, Ltd.**
List the contract number of any government contract _____ **c/o Intertrust SPV Cayman Limited**
190 Elgin Ave, George Town Grand Cayman
Cayman Islands

2.176. State what the contract or lease is for and the nature of the debtor's interest **Server Backups, Tape**
State the term remaining **Annual** **Veritas Backup Exec**
List the contract number of any government contract _____ **2625 Augustine Drive**
Santa Clara, CA 95054

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 First Name Middle Name Last Name

Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

government contract _____

2.177. State what the contract or lease is for and the nature of the debtor's interest **Mail Archive Software**
 State the term remaining **Annual**
 List the contract number of any government contract _____
Veritas Enterprise Vault
2625 Augustine Drive
Santa Clara, CA 95054

2.178. State what the contract or lease is for and the nature of the debtor's interest **Print Services**
 State the term remaining **Monthly**
 List the contract number of any government contract _____
Verity Group
885 E Collins Blvd
Ste. 102
Richardson, TX 75081

2.179. State what the contract or lease is for and the nature of the debtor's interest **Servicing Agreement**
 State the term remaining **Termination Contingent**
 List the contract number of any government contract _____
Westchester CLO Ltd.
P.O. Box 1093GT, Queensgate House
South Church Street, George Town
Grand Cayman, Cayman Islands

2.180. State what the contract or lease is for and the nature of the debtor's interest **Tax Return Software; File Document Storage Software**
 State the term remaining **37 Days**
 List the contract number of any government contract _____
Wolters Kluwer
1999 Bryan Street
Ste 900
Dallas, TX 75201

2.181. State what the contract or lease is for and the nature of the debtor's interest **Public Website Hosting**
 State the term remaining **Monthly**
 List the contract number of any government contract _____
WP Engine
504 Lavaca Street
Suite 1000
Austin, TX 78701

2.182. State what the contract or lease is for and the nature of the debtor's interest **Print Services**
Xerox
45 Glover Ave
Norwalk, CT 06856

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Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

State the term remaining **Monthly**

List the contract number of any government contract _____

2.183. State what the contract or lease is for and the nature of the debtor's interest **Wan Line**

State the term remaining **2 Years**

List the contract number of any government contract _____

**Zayo Group
1821 30th Street
Unit A
Boulder, CO 80301**

2.184. State what the contract or lease is for and the nature of the debtor's interest **Helpdesk Platform**

State the term remaining **Monthly**

List the contract number of any government contract _____

**Zendesk
1019 Market St
San Francisco, CA 94103**

2.185. State what the contract or lease is for and the nature of the debtor's interest **Web Proxy**

State the term remaining **Annual**

List the contract number of any government contract _____

**Zscaler
110 Rose Orchard Way
San Jose, CA 95134**

Fill in this information to identify the case:

Debtor name Highland Capital Management, L.P.

United States Bankruptcy Court for the: NORTHERN DISTRICT OF TEXAS

Case number (if known) 19-34054-SGJ

Check if this is an amended filing

**Official Form 206H
 Schedule H: Your Codebtors**

12/15

Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.

1. Do you have any codebtors?

- No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.
- Yes

2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, Schedules D-G. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

Column 1: Codebtor Column 2: Creditor

	Name	Mailing Address	Name	Check all schedules that apply:
2.1	Acis CLO 2014-3 Ltd.	P.O. Box 1093, Boundary Hall, Cricket Sq George Town, Grand Cayman KY1-1102 Cayman Islands	Lynn Pinker Cox & Hurst, LLP	<input type="checkbox"/> D _____ <input checked="" type="checkbox"/> E/F <u>3.82</u> <input type="checkbox"/> G _____
2.2	Acis CLO 2014-3 Ltd.	P.O. Box 1093, Boundary Hall, Cricket Sq George Town, Grand Cayman KY1-1102 Cayman Islands	Foley Gardere	<input type="checkbox"/> D _____ <input checked="" type="checkbox"/> E/F <u>3.56</u> <input type="checkbox"/> G _____
2.3	Highland CLO 2014-3R LLC	300 Crescent Ct Suite 700 Dallas, TX 75201	Cole Schotz	<input type="checkbox"/> D _____ <input checked="" type="checkbox"/> E/F <u>3.35</u> <input type="checkbox"/> G _____
2.4	Highland CLO 2014-3R Ltd.	300 Crescent Ct. Suite 700 Dallas, TX 75201	Cole Schotz	<input type="checkbox"/> D _____ <input checked="" type="checkbox"/> E/F <u>3.35</u> <input type="checkbox"/> G _____

Debtor Highland Capital Management, L.P. Case number (if known) 19-34054-SGJ

Additional Page to List More Codebtors

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.
 Column 1: Codebtor Column 2: Creditor

2.5 **Highland CLO Funding, Ltd.** **First Floor, Dorey Court, Admiral Park St. Peter Port, Guernsey GY1 6HJ Channel Islands** **Foley Gardere** D _____ E/F 3.56 G _____

2.6 **Highland CLO Holding, Ltd.** **PO Box 309 Ugland House S. Church St. George Town, Grand Cayman KY1-1004 Cayman Island** **Foley Gardere** D _____ E/F 3.56 G _____

2.7 **Highland CLO Holding, Ltd.** **PO Box 309 Ugland House S. Church St. George Town, Grand Cayman KY1-1004 Cayman Island** **Lynn Pinker Cox & Hurst, LLP** D _____ E/F 3.82 G _____

2.8 **Highland CLO Management GP, LLC** **1209 Orange St Wilmington, DE 19801** **Cole Schotz** D _____ E/F 3.35 G _____

2.9 **Highland CLO Management Holdings, L.P.** **PO Box 309 Ugland House Grand Cayman KY1-1104 Cayman Islands** **Cole Schotz** D _____ E/F 3.35 G _____

2.10 **Highland CLO Management, LLC** **1209 Orange St. Wilmington, DE 19801** **Cole Schotz** D _____ E/F 3.35 G _____

2.11 **Highland CLO Management, Ltd.** **PO Box 309 Ugland House, S. Church St. George Town, Grand Cayman KY1-1004 Cayman Islands** **Foley Gardere** D _____ E/F 3.56 G _____

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Additional Page to List More Codebtors

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.
 Column 1: Codebtor Column 2: Creditor

2.12 **Highland CLO Management, Ltd.** PO Box 309 Ugland House, S. Church St. George Town, Grand Cayman KY1-1004 Cayman Islands **Lynn Pinker Cox & Hurst, LLP** D _____ E/F 3.82 G _____

2.13 **Highland CLO Trust** PO Box 309 Ugland House George Town, Grand Cayman KY1-1104 Cayman Islands **Cole Schotz** D _____ E/F 3.35 G _____

2.14 **Highland Credit Opportunities CDO, LP** 1209 Orange St Wilmington, DE 19801 **Reid Collins & Tsai** D _____ E/F 3.96 G _____

2.15 **Highland Credit Strategies Master FundLP** 31 Victoria St Hamilton HM10 **Reid Collins & Tsai** D _____ E/F 3.96 G _____

2.16 **Highland Crusader Offshore Partners, L.P** Magnolia House Building, 1st Floor 119 Front Street Hamilton HM 12 **Reid Collins & Tsai** D _____ E/F 3.96 G _____

2.17 **Highland Employee Retention Assets, LLC** 1209 Orange St Wilmington, DE 19801 **DLA Piper LLP (US)** D _____ E/F 3.48 G _____

2.18 **Highland ERA Management, LLC** 1209 Orange St. Wilmington, DE 19801 **DLA Piper LLP (US)** D _____ E/F 3.48 G _____

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Additional Page to List More Codebtors

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.
Column 1: Codebtor Column 2: Creditor

2.19 **Highland HCF Advisor, Ltd.** PO Box 309 Ugland House S. Church St. George Town, Grand Cayman KY1-1004 Cayman Island **Cole Schotz** D _____ E/F 3.35 G _____

2.20 **Highland HCF Advisor, Ltd.** PO Box 309 Ugland House S. Church St. George Town, Grand Cayman KY1-1004 Cayman Island **Foley Gardere** D _____ E/F 3.56 G _____

2.21 **Highland HCF Advisor, Ltd.** PO Box 309 Ugland House S. Church St. George Town, Grand Cayman KY1-1004 Cayman Island **Lynn Pinker Cox & Hurst, LLP** D _____ E/F 3.82 G _____

2.22 **James Dondero** 300 Crescent Ct. Suite 700 Dallas, TX 75201 **DLA Piper LLP (US)** D _____ E/F 3.48 G _____

2.23 **NexBank, SSB** 2515 McKinney Ave #1100 Dallas, TX 75201 **Stinson Leonard Street LLP** D _____ E/F 3.105 G _____

2.24 **Strand Advisors, Inc.** 1209 Orange St. Wilmington, DE 19801 **Reid Collins & Tsai** D _____ E/F 3.96 G _____

Fill in this information to identify the case:

Debtor name Highland Capital Management, L.P.
United States Bankruptcy Court for the: NORTHERN DISTRICT OF TEXAS
Case number (if known) 19-34054-SGJ

Check if this is an amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING – Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

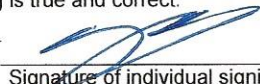
I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration _____

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

Executed on December 13, 2019

X



Signature of individual signing on behalf of debtor

Bradley Sharp

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P., ¹	§	Case No. 19-34054-sgj11
	§	
Debtor.	§	
	§	

**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODS, AND
DISCLAIMER REGARDING DEBTOR’S SCHEDULES OF ASSETS AND
LIABILITIES AND STATEMENT OF FINANCIAL AFFAIRS**

Highland Capital Management, L.P. (the “Debtor”) submits its Schedules of Assets and Liabilities (the “Schedules”) and Statement of Financial Affairs (the “SoFA”) in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”). The Debtor, with the assistance of its advisors and management, prepared the Schedules and SoFA in accordance with section 521 title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

These Global Notes and Statement of Limitations, Methods, and Disclaimer Regarding the Debtor’s Schedules and SoFA (collectively, the “Global Notes”) pertain to, are incorporated by reference in, and comprise an integral part of the Schedules and SoFA. These Global Notes should be referred to, and reviewed in connection with any review of the Schedules and SoFA.²

The Schedules and SoFA have been prepared by the Debtor with the assistance and under the direction of the Debtor’s proposed Chief Restructuring Officer and additional personnel at Development Specialists, Inc. (collectively, the “CRO”) and are unaudited and subject to further review and potential adjustment and amendment. In preparing the Schedules and SoFA, the CRO relied on financial data derived from the Debtor’s books and records that was available at the time of preparation. The CRO has made reasonable efforts to ensure the accuracy and completeness of such financial information, however, subsequent information or discovery of other relevant facts may result in material changes to the Schedules and SoFA and inadvertent errors, omissions, or inaccuracies may exist. The Debtor reserves all rights to amend or supplement its Schedules and SoFA.

¹ The Debtor’s last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.

² These Global Notes are in addition to any specific notes contained in the Debtor’s Schedules or SoFA. The fact that the Debtor has prepared a “general note” with respect to any of the Schedules and SoFA and not to others should not be interpreted as a decision by the Debtor to exclude the applicability of such general note to any of the Debtor’s remaining Schedules and SoFA, as appropriate.

Reservation of Rights. The Debtor reserves all rights to amend the SoFA and Schedules in all respects, as may be necessary or appropriate, including, but not limited to, the right to dispute or to assert offsets or defenses to any claim reflected on the SoFA and Schedules as to amount, liability or classification of the claim, or to otherwise subsequently designate any claim as “disputed,” “contingent” or “unliquidated.” Furthermore, nothing contained in the SoFA and Schedules shall constitute a waiver of rights by the Debtor involving any present or future causes of action, contested matters or other issues under the provisions of the Bankruptcy Code or other applicable non-bankruptcy laws.

Description of the Case and “As Is” Information Date. On October 16, 2019 (the “Petition Date”), the Debtor filed a voluntary petition for relief with the United States Bankruptcy Court for the District of Delaware (the “Delaware Bankruptcy Court”) under Chapter 11 of the Bankruptcy Code. The Debtor is managing its assets as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On December 4, 2019, the Delaware Bankruptcy Court entered an Order transferring this case to the Bankruptcy Court [Docket No. 1].

Asset information in the Schedules reflects the Debtor’s best estimate of asset values as of the Petition Date, unless otherwise noted. No independent valuation has been obtained.

Basis of Presentation. The Schedules and SoFA do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles (“GAAP”), nor are they intended to fully reconcile to any financial statements otherwise prepared and/or distributed by the Debtor.

Although these Schedules and SoFA may, at times, incorporate information prepared in accordance with GAAP, the Schedules and SoFA neither purport to represent nor reconcile to financial statements prepared and/or distributed by the Debtor in accordance with GAAP or otherwise. Moreover, given, among other things, the valuation and nature of certain liabilities, to the extent that the Debtor shows more assets than liabilities, this is not a conclusion that the Debtor was solvent at the Petition Date. Likewise, to the extent that the Debtor shows more liabilities than assets, this is not a conclusion that the Debtor was insolvent at the Petition Date or any time prior to the Petition Date.

Estimates. To timely close the books and records of the Debtor, the CRO must make certain estimates and assumptions that affect the reported amounts of assets and liabilities and reported revenue and expenses. The Debtor reserves all rights to amend the reported amounts of assets, liabilities, revenue, and expenses to reflect changes in those estimates and assumptions.

Confidentiality. There may be instances within the Schedules and SoFA where names, addresses, or amounts have been left blank. Due to the nature of an agreement between the Debtor and the third party, concerns of confidentiality, or concerns for the privacy of an individual, the Debtor may have deemed it appropriate and necessary to avoid listing such names, addresses, and amounts.

Intercompany Claims. Any receivables and payables between the Debtor and affiliated or related entities in this case (each an “Intercompany Receivable” or “Intercompany Payable” and, collectively, the “Intercompany Claims”) are reported as assets on Schedule B or liabilities on Schedule E and Schedule F. These Intercompany Claims include the following components, among others: 1) loans to affiliates or related entities, 2) accounts payable and payroll disbursements made out of an affiliate’s or related entity’s bank accounts on behalf of the Debtor, 3) centrally billed expenses, 4) corporate expense allocations, and 5) accounting for trade and other intercompany transactions. These Intercompany Claims may or may not result in allowed or enforceable claims by or against the Debtor, and by listing these claims the Debtor is not indicating a conclusion that the Intercompany Claims are enforceable. Intercompany Claims may also be subject to set off, recoupment, and netting not reflected in the Schedules. In situations where there is not an enforceable claim, the assets and/or liabilities of the Debtor may be greater or lesser than the amounts stated herein. All rights to amend intercompany Claims in the Schedules and SoFA are reserved.

The Debtor has listed the intercompany payables as unsecured claims on Schedule F. The Debtor reserves its rights to later change the characterization, classification, categorization, or designation of such items.

Insiders. For purposes of the Schedules and SoFA, the Debtor defines “insider” pursuant to section 101(31) of the Bankruptcy Code. Payments to insiders are set forth on Question 3.c. of the SoFA.

Persons listed as “insiders” have been included for informational purposes only. The Debtor did not take any position with respect to whether such individual could successfully argue that he or she is not an “insider” under applicable law, including without limitation, the federal securities laws, or with respect to any theories of liability or for any other purpose. Inclusion of any party in the Schedules and SoFA as an insider does not constitute an admission that such party is an insider or a waiver of such party’s right to dispute insider status.

Excluded Accruals and GAAP Entries. The Debtor’s balance sheet reflects liabilities recognized in accordance with GAAP; however, not all such liabilities would result in a claim against the Debtor. Certain liabilities (including but not limited to certain reserves, deferred charges, and future contractual obligations) have not been included in the Debtor’s Schedules. Other immaterial assets and liabilities may also have been excluded.

Classification and Claim Descriptions. Any failure to designate a claim on the Schedules as “disputed,” “contingent” or “unliquidated” does not constitute an admission by the Debtor that such amount is not “disputed,” “contingent” or “unliquidated.” The Debtor reserves the right to dispute, or to assert offsets or defenses to, any claim reflected on its Schedules as to amount, liability or classification or to otherwise subsequently designate any claim as “disputed,” “contingent” or “unliquidated.”

Listing a claim (i) in Schedule D as “secured,” (ii) in Schedule E as “priority” or (iii) in Schedule F as “unsecured nonpriority,” or listing a contract in Schedule G as “executory” or “unexpired,” does not constitute an admission by the Debtor of the legal rights of the claimant or a waiver of the Debtor’s right to recharacterize or reclassify such claim or contract.

Moreover, the Debtor reserves all rights to amend the SoFA and Schedules, in all respects, as may be necessary or appropriate, including, but not limited to, the right to dispute or to assert offsets or defenses to any claim reflected on the SoFA and Schedules as to amount, liability or classification of the claim, or to otherwise subsequently designate any claim as “disputed,” “contingent” or “unliquidated.” Furthermore, nothing contained in the SoFA and Schedules shall constitute a waiver of rights by the Debtor involving any present or future causes of action, contested matters or other issues under the provisions of the Bankruptcy Code or other relevant non-bankruptcy laws.

Credits and Adjustments. The claims of individual creditors for, among other things, goods, products, services or taxes are listed as the amounts entered on the Debtor’s books and records and may not reflect credits, allowances or other adjustments due from such creditors to the Debtor. The Debtor reserves all of its rights respecting such credits, allowances or other adjustments.

Setoffs. The Debtor may incur setoffs from third parties in its business. Setoffs in the ordinary course can result from various routine transactions, including intercompany transactions, pricing discrepancies, warranty claims and other disputes between the Debtor and third parties. Certain of these constitute normal setoffs consistent with the ordinary course of business in the Debtor’s industry. In such instances, such ordinary course setoffs are excluded from the Debtor’s responses to Question 13 of the SoFA. The Debtor reserves all rights to enforce or challenge, as the case may be, any setoffs that have been or may be asserted.

Specific Notes. These general notes are in addition to the specific notes set forth below or in the related Statement and Schedules hereinafter.

General Disclaimer

The Debtor has prepared the Schedules and the SoFA based on the information reflected in the Debtor’s books and records. However, inasmuch as the Debtor’s books and records have not been audited or formally closed and evaluated for proper cut-off on the Petition Date, the Debtor cannot warrant the absolute accuracy of these documents. The Debtor has made a diligent effort to complete these documents accurately and completely. To the extent additional information becomes available, the Debtor will amend and supplement the Schedules and SoFA.

Specific Schedules Disclosures

- a. **Schedule A/B, Part 4 - Investments; Non-Publicly Traded Stock and Interests in Incorporated and Unincorporated Businesses, including any Interest in an LLC, Partnership, or Joint Venture.** Certain ownership interests in subsidiaries have been listed in Schedule A/B, Part 4, at their book value on account of the fact that the fair market value of such ownership is dependent on numerous variables and factors. Fair value of such interests may differ significantly from their net book value. Further, for investments listed at fair value, many of the Debtor’s assets are not exchange traded and are fair valued utilizing unobservable

inputs, historical information, and significant and/or subjective estimates. As a result the liquidity and ultimately realized value of such investments may differ materially from the fair value listed on the schedule.

- b. **Schedule A/B, Part 7 - Office Furniture, Fixtures, and Equipment; and Collectibles.** Dollar amounts are presented net of accumulated depreciation and other adjustments.
- c. **Schedule A/B, Part 11 - All Other Assets.** Dollar amounts are presented net of impairments and other adjustments. Debtor has reflected “unknown” for value of its interests in various other assets. While the face value of the notes receivable is included, the current value of these as well as the other assets has not been determined and may differ materially.

Additionally, the Debtor may receive refunds, income tax refunds or other sales tax refunds at various times throughout its fiscal year. As of the Petition Date, however, certain of these amounts are unknown to the Debtor, and accordingly, may not be listed in Schedule A/B.

Other Contingent and Unliquidated Claims or Causes of Action of Every Nature, including Counterclaims of the Debtor and Rights to Setoff Claims. In the ordinary course of its business, the Debtor may have accrued, or may subsequently accrue, certain rights to counter-claims, cross-claims, setoffs, or refunds with its customers and suppliers. Additionally, the Debtor may be party to pending litigation in which the Debtor has asserted, or may assert, claims as a plaintiff or counter-claims and/or cross-claims as a defendant. Because certain of these claims are unknown to the Debtor and not quantifiable as of the Petition Date, they may not be listed on Schedule A/B, Part 11.

- d. **Schedule D - Creditors Who Have Claims Secured by Property.** The Debtor reserves its rights to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D. Moreover, although the Debtor has scheduled claims of various creditors as secured claims, the Debtor reserves all rights to dispute or challenge the secured nature of any such creditor’s claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor’s claim.

The descriptions provided in Schedule D are intended only to be a summary. Reference to the applicable agreements and other related relevant documents is necessary for a complete description of the collateral and the nature, extent, and priority of any liens.

The Debtor has not included on Schedule D parties that may believe their claims are secured through setoff rights or inchoate statutory lien rights. Although there are multiple parties that hold a portion of the debt included in the secured

facilities, only the administrative agents have been listed for purposes of Schedule D.

e. **Schedule E/F - Creditors Who Have Unsecured Claims.**

Part 1 - Creditors with Priority Unsecured Claims. Pursuant to the *Order (I) Authorizing the Debtor to (A) Pay and Honor Prepetition Compensation, Reimbursable Business Expenses, and Employee Benefit Obligations, and (B) Maintain and Continue Certain Compensation and Benefit Programs Postpetition; and (11) Granting Related Relief* [Docket No. 39] (the “Wage Order”), the Debtor received authority to pay certain prepetition obligations, including to pay employee wages and other employee benefits, in the ordinary course of business. The Debtor believes that any non-insider employee claims for prepetition amounts related to ongoing payroll and benefits, whether allowable as a priority or nonpriority claim, which were due and payable at the time of the Petition Date have been or will be satisfied as permitted pursuant to the Wage Order. The Debtor filed the *Motion of the Debtor for Entry of an Order Authorizing the Debtor to Pay and Honor Ordinary Course Obligations under Employee Bonus Plans and Granting Related Relief* [Docket No. 177] pursuant to which the Debtor seeks authority to pay and honor certain prepetition bonus programs. Employee claims related to these programs are shown in the aggregate amounts in Schedule E/F for privacy reasons. Additional information is available by appropriate request to the Debtor. The listing of a claim on Schedule E/F, Part 1, does not constitute an admission by the Debtor that such claim or any portion thereof is entitled to priority status.

Part 2 - Creditors with Nonpriority Unsecured Claims. The liabilities identified in Schedule E/F, Part 2, are derived from the Debtor’s books and records. The Debtor made a reasonable attempt to set forth its unsecured obligations, although the actual amount of claims against the Debtor may vary from those liabilities represented on Schedule E/F, Part 2. The listed liabilities may not reflect the correct amount of any unsecured creditor’s allowed claims or the correct amount of all unsecured claims.

Schedule E/F, Part 2 reflects liabilities based on the Debtor’s books and records.

Schedule E/F, Part 2, contains information regarding threatened or pending litigation involving the Debtor. The amounts for these potential claims are listed as “unknown” and are marked as contingent, unliquidated, and disputed in the Schedules and Statements. Additionally, the amounts of certain litigation claims may be estimates based on the allegations asserted by the litigation counterparty, and do not constitute an admission by the Debtor with respect to either liability for, or the amount of, such claims.

Schedule E/F, Part 2, reflects certain prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however,

may be paid in connection with the assumption or assumption and assignment of an executory contract or unexpired lease. In addition, Schedule E/F, Part 2, does not include claims that may arise in connection with the rejection of any executory contracts and unexpired leases, if any, that may be or have been rejected.

As of the time of filing of the Schedules and Statements, the Debtor had not received all invoices for payables, expenses, and other liabilities that may have accrued prior to the Petition Date. Accordingly, the information contained in Schedules D and E/F may be incomplete. The Debtor reserves its rights to amend Schedules D and E/F if and as it receive such invoices.

- f. **Schedule G - Executory Contracts and Unexpired Leases.** While reasonable efforts have been made to ensure the accuracy of Schedule G, inadvertent errors or omissions may have occurred.

Listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease or that such contract or agreement was in effect on the Petition Date or is valid or enforceable. The Debtor hereby reserves all of its rights to dispute the validity, status, or enforceability of any contracts, agreements, or leases set forth in Schedule G and to amend or supplement such Schedule as necessary. Certain of the leases and contracts listed on Schedule G may contain renewal options, guarantees of payment, indemnifications, options to purchase, rights of first refusal and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth separately on Schedule G. In addition, the Debtor may have entered into various other types of agreements in the ordinary course of its business, such as supplemental agreements, amendments, and letter agreement, which documents may not be set forth in Schedule G.

Certain of the agreements listed on Schedule G may have expired or terminated pursuant to their terms, but are listed on Schedule G in an abundance of caution.

The Debtor reserves all rights to dispute or challenge the characterization of any transaction or any document or instrument related to a creditor's claim.

In some cases, the same supplier or provider may appear multiple times in Schedule G. Multiple listings, if any, reflect distinct agreements between the Debtor and such supplier or provider.

The listing of any contract on Schedule G does not constitute an admission by the Debtor as to the validity of any such contract. The Debtor reserves the right to dispute the effectiveness of any such contract listed on Schedule G or to amend Schedule G at any time to remove any contract.

Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or

unexpired lease. The Debtor's rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by the omission.

EXHIBIT 2

**APPENDIX IN SUPPORT OF HIGHLAND CLO MANAGEMENT, LTD.'S
RESPONSE TO ACIS CAPITAL MANAGEMENT, L.P.'S MOTION TO INTERVENE**

PACHULSKI STANG ZIEHL & JONES LLP
Jeffrey N. Pomerantz (CA Bar No.143717) (*admitted pro hac vice*)
Ira D. Kharasch (CA Bar No. 109084) (*admitted pro hac vice*)
Maxim B. Litvak (Texas Bar No. 24002482)
Gregory V. Demo (NY Bar No. 5371992) (*admitted pro hac vice*)
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Counsel for the Debtor and Debtor-in-Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:)
) Chapter 11
)
HIGHLAND CAPITAL MANAGEMENT, L.P.,¹) Case No. 19-34054-sgj11
)
Debtor.) **Re: Docket No. 247**
)

NOTICE OF FILING OF DEBTOR’S AMENDED SCHEDULES

PLEASE TAKE NOTICE that the above-captioned debtor and debtor-in-possession (the “Debtor”) hereby files its *Amended Schedules of Assets and Liabilities – Schedule E-F* (the “Amended Schedules”).

¹ The Debtor’s last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.



PLEASE TAKE FURTHER NOTICE that the following changes were made to the Amended Schedules attached hereto as **Exhibit 1**:

- Schedule E/F – add claims of Andrew Parmentier (E-2.2; F-3.15)
- Schedule E/F – Change name from Highland CLO Holdco (previously F-3.64 & F-3.65) to Highland CLO Management, Ltd. (F-3.65 & F-3.66).

PLEASE TAKE FURTHER NOTICE that, other than the changes listed above, there are no other changes to the Debtor’s Schedules.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to the *Order (I) Establishing Bar Dates for Filing Claims and (II) Approving the Form and Manner of Notice Thereof* [Docket No. 488], any creditor affected by this notice may file a proof of claim no later than thirty (30) days after the date that the notice of the Amended Schedules is served on the entity.

PLEASE TAKE FURTHER NOTICE that, notwithstanding the filing of the Amended Schedules, the Debtor reserves the right to further amend, in any way and at any time, the schedules of assets and liabilities filed in this chapter 11 case, consistent with the provisions of title 11 of the United States Code (the “Bankruptcy Code”) and the Federal Rules of Bankruptcy Procedure.

[Remainder of Page Intentionally Left Blank]

Dated: September 22, 2020.

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No.143717)
Ira D. Kharasch (CA Bar No. 109084)
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-and-

HAYWARD & ASSOCIATES PLLC

/s/ Zachery Z. Annable

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Counsel for the Debtor and Debtor-in-Possession

Exhibit 1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P., ¹	§	Case No. 19-34054-sgj1
	§	
Debtor.	§	
	§	

**GLOBAL NOTES AND STATEMENT OF LIMITATIONS,
METHODS, AND DISCLAIMER REGARDING DEBTOR’S AMENDED SCHEDULES
OF ASSETS AND LIABILITIES**

Highland Capital Management, L.P. (the “Debtor”) submits its Amended Schedules of Assets and Liabilities (the “Schedules”) in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”). The Debtor, with the assistance of its advisors and management, prepared the Schedules in accordance with section 521 title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

These Global Notes and Statement of Limitations, Methods, and Disclaimer Regarding the Debtor’s Schedules (collectively, the “Global Notes”) pertain to, are incorporated by reference in, and comprise an integral part of the Schedules. These Global Notes should be referred to, and reviewed in connection with any review of the Schedules.² These Global Notes are intended to supplement the Global Notes filed at Docket No. 247 and 248 which remain applicable to the Schedules and Statement of Financial Affairs (“SoFA”) filed at Docket No. 247 and 248, respectively and, to the extent not revised, shall be applicable to the attached Schedules.

The Schedules have been prepared by the Debtor with the assistance of its professionals and are unaudited and subject to further review and potential adjustment and amendment. In preparing the Schedules, the Debtor and its professionals relied on financial data derived from the Debtor’s books and records that was available at the time of preparation. The Debtor and its professionals have made reasonable efforts to ensure the accuracy and completeness of such financial information, however, subsequent information or discovery of other relevant facts may result in material changes to the Schedules and inadvertent errors, omissions, or inaccuracies may exist. The Debtor reserves all rights to amend or supplement its Schedules and SoFA.

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Reservation of Rights. The Debtor reserves all rights to amend the SoFA and Schedules in all respects, as may be necessary or appropriate, including, but not limited to, the right to dispute or to assert offsets or defenses to any claim reflected on the SoFA and Schedules as to amount, liability or classification of the claim, or to otherwise subsequently designate any claim as “disputed,” “contingent” or “unliquidated.” Furthermore, nothing contained in the SoFA and Schedules shall constitute a waiver of rights by the Debtor involving any present or future causes of action, contested matters or other issues under the provisions of the Bankruptcy Code or other applicable non-bankruptcy laws.

Description of the Case and “As Is” Information Date. On October 16, 2019 (the “Petition Date”), the Debtor filed a voluntary petition for relief with the United States Bankruptcy Court for the District of Delaware (the “Delaware Bankruptcy Court”) under Chapter 11 of the Bankruptcy Code. The Debtor is managing its assets as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On December 4, 2019, the Delaware Bankruptcy Court entered an Order transferring this case to the Bankruptcy Court [Docket No. 1].

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Although these Schedules and SoFA may, at times, incorporate information prepared in accordance with GAAP, the Schedules and SoFA neither purport to represent nor reconcile to financial statements prepared and/or distributed by the Debtor in accordance with GAAP or otherwise. Moreover, given, among other things, the valuation and nature of certain liabilities, to the extent that the Debtor shows more assets than liabilities, this is not a conclusion that the Debtor was solvent at the Petition Date. Likewise, to the extent that the Debtor shows more liabilities than assets, this is not a conclusion that the Debtor was insolvent at the Petition Date or any time prior to the Petition Date.

Estimates. To timely close the books and records of the Debtor, the Debtor and its professionals must make certain estimates and assumptions that affect the reported amounts of assets and liabilities and reported revenue and expenses. The Debtor reserves all rights to amend the reported amounts of assets, liabilities, revenue, and expenses to reflect changes in those estimates and assumptions.

Confidentiality. There may be instances within the Schedules and SoFA where names, addresses, or amounts have been left blank. Due to the nature of an agreement between the Debtor and the third party, concerns of confidentiality, or concerns for the privacy of an individual, the Debtor may have deemed it appropriate and necessary to avoid listing such names, addresses, and amounts.

Intercompany Claims. Any receivables and payables between the Debtor and affiliated or related entities in this case (each an “Intercompany Receivable” or “Intercompany Payable” and, collectively, the “Intercompany Claims”) are reported as assets on Schedule B or liabilities on Schedule E and Schedule F. These Intercompany Claims include the following components, among others: 1) loans to affiliates or related entities, 2) accounts payable and payroll disbursements made out of an affiliate’s or related entity’s bank accounts on behalf of the Debtor, 3) centrally billed expenses, 4) corporate expense allocations, and 5) accounting for trade and other intercompany transactions. These Intercompany Claims may or may not result in allowed or enforceable claims by or against the Debtor, and by listing these claims the Debtor is not indicating a conclusion that the Intercompany Claims are enforceable. Intercompany Claims may also be subject to set off, recoupment, and netting not reflected in the Schedules. In situations where there is not an enforceable claim, the assets and/or liabilities of the Debtor may be greater or lesser than the amounts stated herein. All rights to amend intercompany Claims in the Schedules and SoFA are reserved.

The Debtor has listed the intercompany payables as unsecured claims on Schedule F. The Debtor reserves its rights to later change the characterization, classification, categorization, or designation of such items.

Insiders. For purposes of the Schedules and SoFA, the Debtor defines “insider” pursuant to section 101(31) of the Bankruptcy Code. Payments to insiders are set forth on Question 3.c. of the SoFA.

Persons listed as “insiders” have been included for informational purposes only. The Debtor did not take any position with respect to whether such individual could successfully argue that he or she is not an “insider” under applicable law, including without limitation, the federal securities laws, or with respect to any theories of liability or for any other purpose. Inclusion of any party in the Schedules and SoFA as an insider does not constitute an admission that such party is an insider or a waiver of such party’s right to dispute insider status.

Excluded Accruals and GAAP Entries. The Debtor’s balance sheet reflects liabilities recognized in accordance with GAAP; however, not all such liabilities would result in a claim against the Debtor. Certain liabilities (including but not limited to certain reserves, deferred charges, and future contractual obligations) have not been included in the Debtor’s Schedules. Other immaterial assets and liabilities may also have been excluded.

Classification and Claim Descriptions. Any failure to designate a claim on the Schedules as “disputed,” “contingent” or “unliquidated” does not constitute an admission by the Debtor that such amount is not “disputed,” “contingent” or “unliquidated.” The Debtor reserves the right to dispute, or to assert offsets or defenses to, any claim reflected on its Schedules as to amount, liability or classification or to otherwise subsequently designate any claim as “disputed,” “contingent” or “unliquidated.”

Listing a claim (i) in Schedule D as “secured,” (ii) in Schedule E as “priority” or (iii) in Schedule F as “unsecured nonpriority,” or listing a contract in Schedule G as “executory” or “unexpired,” does not constitute an admission by the Debtor of the legal rights of the claimant or a waiver of the Debtor’s right to recharacterize or reclassify such claim or contract.

Moreover, the Debtor reserves all rights to amend the SoFA and Schedules, in all respects, as may be necessary or appropriate, including, but not limited to, the right to dispute or to assert offsets or defenses to any claim reflected on the SoFA and Schedules as to amount, liability or classification of the claim, or to otherwise subsequently designate any claim as “disputed,” “contingent” or “unliquidated.” Furthermore, nothing contained in the SoFA and Schedules shall constitute a waiver of rights by the Debtor involving any present or future causes of action, contested matters or other issues under the provisions of the Bankruptcy Code or other relevant non-bankruptcy laws.

Credits and Adjustments. The claims of individual creditors for, among other things, goods, products, services or taxes are listed as the amounts entered on the Debtor’s books and records and may not reflect credits, allowances or other adjustments due from such creditors to the Debtor. The Debtor reserves all of its rights respecting such credits, allowances or other adjustments.

Setoffs. The Debtor may incur setoffs from third parties in its business. Setoffs in the ordinary course can result from various routine transactions, including intercompany transactions, pricing discrepancies, warranty claims and other disputes between the Debtor and third parties. Certain of these constitute normal setoffs consistent with the ordinary course of business in the Debtor’s industry. In such instances, such ordinary course setoffs are excluded from the Debtor’s responses to Question 13 of the SoFA. The Debtor reserves all rights to enforce or challenge, as the case may be, any setoffs that have been or may be asserted.

Specific Notes. These general notes are in addition to the specific notes set forth below or in the related Statement and Schedules hereinafter.

General Disclaimer

The Debtor has prepared the Schedules and the SoFA based on the information reflected in the Debtor’s books and records. However, inasmuch as the Debtor’s books and records have not been audited or formally closed and evaluated for proper cut-off on the Petition Date, the Debtor cannot warrant the absolute accuracy of these documents. The Debtor has made a diligent effort to complete these documents accurately and completely. To the extent additional information becomes available, the Debtor will amend and supplement the Schedules and SoFA.

Specific Schedules Disclosures

a. **Schedule E/F - Creditors Who Have Unsecured Claims.**

Part I - Creditors with Priority Unsecured Claims. Pursuant to the *Order (I) Authorizing the Debtor to (A) Pay and Honor Prepetition Compensation, Reimbursable Business Expenses, and Employee Benefit Obligations, and (B) Maintain and Continue Certain Compensation and Benefit Programs Postpetition; and (II) Granting Related Relief* [Docket No. 39] (the “Wage Order”), the Debtor received authority to pay certain prepetition obligations,

including to pay employee wages and other employee benefits, in the ordinary course of business. The Debtor believes that any non-insider employee claims for prepetition amounts related to ongoing payroll and benefits, whether allowable as a priority or nonpriority claim, which were due and payable at the time of the Petition Date have been or will be satisfied as permitted pursuant to the Wage Order. The Debtor filed the *Motion of the Debtor for Entry of an Order Authorizing the Debtor to Pay and Honor Ordinary Course Obligations under Employee Bonus Plans and Granting Related Relief* [Docket No. 177] pursuant to which the Debtor sought authority to pay and honor certain prepetition bonus programs. The Court granted certain relief with respect to this motion at Docket No. 380. Employee claims related to these programs are shown in the aggregate amounts in Schedule E/F for privacy reasons. Additional information is available by appropriate request to the Debtor. The listing of a claim on Schedule E/F, Part 1, does not constitute an admission by the Debtor that such claim or any portion thereof is entitled to priority status.

Part 2 - Creditors with Nonpriority Unsecured Claims. The liabilities identified in Schedule E/F, Part 2, are derived from the Debtor's books and records. The Debtor made a reasonable attempt to set forth its unsecured obligations, although the actual amount of claims against the Debtor may vary from those liabilities represented on Schedule E/F, Part 2. The listed liabilities may not reflect the correct amount of any unsecured creditor's allowed claims or the correct amount of all unsecured claims.

Schedule E/F, Part 2 reflects liabilities based on the Debtor's books and records.

Schedule E/F, Part 2, contains information regarding threatened or pending litigation involving the Debtor. The amounts for these potential claims are listed as "unknown" and are marked as contingent, unliquidated, and disputed in the Schedules and Statements. Additionally, the amounts of certain litigation claims may be estimates based on the allegations asserted by the litigation counterparty, and do not constitute an admission by the Debtor with respect to either liability for, or the amount of, such claims.

Schedule E/F, Part 2, reflects certain prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption or assumption and assignment of an executory contract or unexpired lease. In addition, Schedule E/F, Part 2, does not include claims that may arise in connection with the rejection of any executory contracts and unexpired leases, if any, that may be or have been rejected.

As of the time of filing of the Schedules and Statements, the Debtor had not received all invoices for payables, expenses, and other liabilities that may have accrued prior to the Petition Date. Accordingly, the information contained in Schedules D and E/F may be incomplete. The Debtor reserves its rights to amend Schedules D and E/F if and as it receive such invoices.

Fill in this information to identify the case:

Debtor name Highland Capital Management, L.P.

United States Bankruptcy Court for the: NORTHERN DISTRICT OF TEXAS

Case number (if known) 19-34054-SGJ

Check if this is an amended filing

Official Form 206Sum
Summary of Assets and Liabilities for Non-Individuals

12/15

Part 1: Summary of Assets

1. **Schedule A/B: Assets-Real and Personal Property** (Official Form 206A/B)

1a. Real property: Copy line 88 from <i>Schedule A/B</i>	\$ <u>523,970.00</u>
1b. Total personal property: Copy line 91A from <i>Schedule A/B</i>	\$ <u>409,580,813.30</u>
1c. Total of all property: Copy line 92 from <i>Schedule A/B</i>	\$ <u>410,104,783.30</u>

Part 2: Summary of Liabilities

2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D) Copy the total dollar amount listed in Column A, <i>Amount of claim</i> , from line 3 of <i>Schedule D</i>	\$ <u>34,862,225.94</u>
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)	
3a. Total claim amounts of priority unsecured claims: Copy the total claims from Part 1 from line 5a of <i>Schedule E/F</i>	\$ <u>13,650.00</u>
3b. Total amount of claims of nonpriority amount of unsecured claims: Copy the total of the amount of claims from Part 2 from line 5b of <i>Schedule E/F</i>	+\$ <u>244,753,977.33</u>
4. Total liabilities Lines 2 + 3a + 3b	\$ <u>279,629,853.27</u>

Fill in this information to identify the case:

Debtor name Highland Capital Management, L.P.

United States Bankruptcy Court for the: NORTHERN DISTRICT OF TEXAS

Case number (if known) 19-34054-SGJ

Check if this is an amended filing

Official Form 206E/F
Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B) and on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

- No. Go to Part 2.
 Yes. Go to line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

		Total claim	Priority amount
2.1	Priority creditor's name and mailing address All Employees 300 Crescent Ct. Suite 700 Dallas, TX 75201	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	<u>Unknown</u> <u>Unknown</u>
	Date or dates debt was incurred 2019	Basis for the claim: Employee Wages & Bonuses	
	Last 4 digits of account number Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (4)	Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
2.2	Priority creditor's name and mailing address Andrew Parmentier 1821 Redwood Ave. Boulder, CO 80304	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	<u>\$13,650.00</u> <u>\$13,650.00</u>
	Date or dates debt was incurred 5/31/2019	Basis for the claim: Separation and Release Agreement	
	Last 4 digits of account number Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (4)	Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

Amount of claim

Debtor Name	Case number (if known)	
Highland Capital Management, L.P. Name	19-34054-SGJ	
3.1 Nonpriority creditor's name and mailing address 45 Employees 300 Crescent Ct. Suite 700 Dallas, TX 75201 Date(s) debt was incurred <u>2017, 2018 & 2019</u> Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Deferred Awards</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Unknown
3.2 Nonpriority creditor's name and mailing address 46 Employees 300 Crescent Ct. Suite 700 Dallas, TX 75201 Date(s) debt was incurred <u>2018</u> Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Prior year employee bonuses</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$5,758,166.67
3.3 Nonpriority creditor's name and mailing address Abrams & Bayliss 20 Montchanin Road, Suite 200 Wilmington, DE 19807 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$108,399.83
3.4 Nonpriority creditor's name and mailing address ACA Compliance Group 8403 Colesville Road Suite 870 Silver Spring, MD 20910 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$26,324.25
3.5 Nonpriority creditor's name and mailing address Acis Capital Management c/o Brian P. Shaw Rogge Dunn Group PC 500 N. Akard Street Ste 1900 Dallas, TX 75201 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: <u>Litigation Claim</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Unknown
3.6 Nonpriority creditor's name and mailing address Acis Capital Management, L.P. c/o Brian P. Shaw Rogge Dunn Group, PC 500 N. Akard Street Ste 1900 Dallas, TX 75201 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: <u>Litigation Claim</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Unknown
3.7 Nonpriority creditor's name and mailing address Action Shred of Texas 1420 S. Barry Ave Dallas, TX 75223 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Trade Payable</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$3,825.00

Debtor Name	Case number (if known)	
Highland Capital Management, L.P.	19-34054-SGJ	
3.8 Nonpriority creditor's name and mailing address Akin Gump Strauss Hauer & Feld LLP 1700 Pacific Avenue Suite 4100 Dallas, TX 75201 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$113,947.86
3.9 Nonpriority creditor's name and mailing address All Employees 300 Crescent Ct. Suite 700 Dallas, TX 75201 Date(s) debt was incurred 2019 Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Employee Bonuses Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Unknown
3.10 Nonpriority creditor's name and mailing address Allen ISD Attn: Elizabeth Weller 2777 N. Stemmons Freeway Suite 1000 Dallas, TX 75207 Date(s) debt was incurred 2019 Last 4 digits of account number 2301	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Ad Valorem Taxes Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,522.33
3.11 Nonpriority creditor's name and mailing address Allen ISD Attn: Elizabeth Weller 2777 N. Stemmons Freeway Suite 1000 Dallas, TX 75207 Date(s) debt was incurred 2019 Last 4 digits of account number 9351	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Ad Valorem Taxes Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$2,188.30
3.12 Nonpriority creditor's name and mailing address Alston & Bird LLP 1201 W. Peachtree Street Atlanta, GA 30309-3424 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$2,234.00
3.13 Nonpriority creditor's name and mailing address American Arbitration Association 120 Broadway, 21st Floor New York, NY 10271 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$55,511.80
3.14 Nonpriority creditor's name and mailing address American Solutions for Business NW#7794 PO Box 1450 Minneapolis, MN 55485-7794 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$7,470.04

Debtor Name	Case number (if known)	
Highland Capital Management, L.P. Name	19-34054-SGJ	
3.15 Nonpriority creditor's name and mailing address Andrew Parmentier 1821 Redwood Ave. Boulder, CO 80304 Date(s) debt was incurred <u>5/31/2019</u> Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Seperation and Release Agreement Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$136,350.00
3.16 Nonpriority creditor's name and mailing address Andrews Kurth 111 Congress Ave Suite 1700 Attn: Scott Brister Austin, TX 78701 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$137,637.81
3.17 Nonpriority creditor's name and mailing address Arkadin, Inc. Lockbox #32726 Collection Center Dr Chicago, IL 60693-0726 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$647.59
3.18 Nonpriority creditor's name and mailing address ASW Law Limited Crawford House 50 Cedar Avenue Hamilton HM11 Bermuda Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$77,044.60
3.19 Nonpriority creditor's name and mailing address AT&T PO BOX 5001 Carol Stream, IL 60197-5001 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$927.16
3.20 Nonpriority creditor's name and mailing address AT&T Mobilty PO Box 6444 Carol Stream, IL 60197-6444 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$6,728.59
3.21 Nonpriority creditor's name and mailing address Bates White, LLC 2001 K Street, NW North Building, Suite 500 Washington, DC 20006 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$90,855.79

Debtor **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**
 Name

3.22 Nonpriority creditor's name and mailing address **Bell Nunnally & Martin LLP**
3232 MCKINNEY AVE
STE 1400
DALLAS, TX 75204
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 As of the petition filing date, the claim is: *Check all that apply.* **\$6,934.79**
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.23 Nonpriority creditor's name and mailing address **Bloomberg Finance LP**
731 Lexington Ave.
New York, NY 10022
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 As of the petition filing date, the claim is: *Check all that apply.* **\$25,384.89**
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

3.24 Nonpriority creditor's name and mailing address **Boies, Schiller & Flexner LLP**
5301 Wisconsin Ave NW
Washington, DC 20015-2015
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 As of the petition filing date, the claim is: *Check all that apply.* **\$115,714.80**
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.25 Nonpriority creditor's name and mailing address **Brandywine Process Servers, Ltd.**
PO Box 1360
Wilmington, DE 19899
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 As of the petition filing date, the claim is: *Check all that apply.* **\$69.00**
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

3.26 Nonpriority creditor's name and mailing address **Caledonian Directors Limited**
PO Box 1043
George Town
Grand Cayman KY1-1002
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 As of the petition filing date, the claim is: *Check all that apply.* **\$325.00**
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **See Exhibit A**
 Is the claim subject to offset? No Yes

3.27 Nonpriority creditor's name and mailing address **Canteen Vending Services**
PO Box 417632
Boston, MA 02241-7632
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 As of the petition filing date, the claim is: *Check all that apply.* **\$4,233.60**
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

3.28 Nonpriority creditor's name and mailing address **Carey International, Inc.**
7445 New Technology Way
Frederick, MD 21703
 Date(s) debt was incurred _____
 Last 4 digits of account number _____
 As of the petition filing date, the claim is: *Check all that apply.* **\$2,059,337.01**
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: **Uncompleted Transaction**
 Is the claim subject to offset? No Yes

Debtor **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**
 Name

3.29 Nonpriority creditor's name and mailing address **Carey Olsen
 PO Box 10008
 Willow House, Cricket Square
 Grand Cayman KY1-1001** As of the petition filing date, the claim is: *Check all that apply.* **\$38,930.00**
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred _____ Basis for the claim: **See Exhibit A**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.30 Nonpriority creditor's name and mailing address **Case Anywhere LLC
 21860 Burbank Blvd.
 Ste 125
 Woodland Hills, CA 91367** As of the petition filing date, the claim is: *Check all that apply.* **\$417.20**
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred _____ Basis for the claim: **See Exhibit A**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.31 Nonpriority creditor's name and mailing address **CBIZ Valuation Group, LLC
 ATTN: ACCOUNTS RECEIVABLE
 PO BOX 849846
 DALLAS, TX 75284-9846** As of the petition filing date, the claim is: *Check all that apply.* **\$545.77**
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred _____ Basis for the claim: **See Exhibit A**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.32 Nonpriority creditor's name and mailing address **CDW Direct
 PO Box 75723
 Chicago, IL 60675-5723** As of the petition filing date, the claim is: *Check all that apply.* **\$4,998.70**
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred _____ Basis for the claim: **Trade Payable**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.33 Nonpriority creditor's name and mailing address **Centroid
 1050 Wilshire Dr.
 Ste #170
 Troy, MI 48084** As of the petition filing date, the claim is: *Check all that apply.* **\$1,155.00**
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred _____ Basis for the claim: **Trade Payable**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.34 Nonpriority creditor's name and mailing address **Chase Couriers, Inc
 1220 Champion Circle
 #114
 Carrollton, TX 75006** As of the petition filing date, the claim is: *Check all that apply.* **\$155.81**
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred _____ Basis for the claim: **Trade Payable**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.35 Nonpriority creditor's name and mailing address **CLO Holdco, Ltd.
 c/o Grant Scott, Esq
 Myers Bigel Sibley & Sajovec, P.A.
 4140 Park Lake Ave, Ste 600
 Raleigh, NC 27612** As of the petition filing date, the claim is: *Check all that apply.* **\$11,340,751.26**
 Contingent
 Unliquidated
 Disputed
 Date(s) debt was incurred _____ Basis for the claim: **Contractual Obligation**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

Debtor Name	Case number (if known)	
Highland Capital Management, L.P.	19-34054-SGJ	
3.36 Nonpriority creditor's name and mailing address Cole Schotz Court Plaza North 25 Main Street P.O. Box 800 Hackensack, NJ 07602-0800 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$198,760.29
3.37 Nonpriority creditor's name and mailing address Coleman Research Group, Inc. 120 West 45th St 25th Floor New York, NY 10036 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Trade Payable</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$52,500.00
3.38 Nonpriority creditor's name and mailing address Concur Technologies, Inc. 18400 NE Union Hill Road Redmond, WA 98052 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Trade Payable</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$4,090.46
3.39 Nonpriority creditor's name and mailing address Connolly Gallagher LLP 1201 North Market Street 20th Floor Wilmington, DE 19801 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$118,831.25
3.40 Nonpriority creditor's name and mailing address Crescent Research PO Box 64-3622 Vero Beach, FL 32964 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Trade Payable</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,200.00
3.41 Nonpriority creditor's name and mailing address CSI Global Deposition Services Accounting Dept-972-719-5000 4950 N. O'Connor Rd, 1 st Fl Irving, TX 75062-2778 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$826.01
3.42 Nonpriority creditor's name and mailing address CT Corp PO Box 4349 Carol Stream, IL 60197-4349 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Trade Payable</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$515.25

Debtor Name	Case number (if known)	
Highland Capital Management, L.P.	19-34054-SGJ	
3.43 Nonpriority creditor's name and mailing address CVE Technologies Group Inc. 1414 S. Gustin Rd. Salt Lake City, UT 84104 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,500.00
3.44 Nonpriority creditor's name and mailing address Dallas County Attn: Elizabeth Weller 2777 N. Stemmons Freeway Suite 1000 Dallas, TX 75207 Date(s) debt was incurred <u>2019</u> Last 4 digits of account number <u>3150</u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Ad Valorem Taxes Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$47,809.87
3.45 Nonpriority creditor's name and mailing address Daniel Sheehan & Associates, PLLC 8150 N. Central Expressway Suite 100 Dallas, TX 75206 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$21,226.25
3.46 Nonpriority creditor's name and mailing address Debevoise & Plimpton LLP c/o Accounting Dept. 28th Floor 909 Third Ave New York, NY 10022 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$20,658.79
3.47 Nonpriority creditor's name and mailing address Denton County PO Box 90223 Denton, TX 76202 Date(s) debt was incurred <u>2019</u> Last 4 digits of account number <u>ODEN</u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Ad Valorem Taxes Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$553.46
3.48 Nonpriority creditor's name and mailing address Denton County PO Box 90223 Denton, TX 76202 Date(s) debt was incurred <u>2019</u> Last 4 digits of account number <u>5DEN</u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Ad Valorem Taxes Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$3.68
3.49 Nonpriority creditor's name and mailing address DLA Piper LLP (US) 1900 N Pearl St, Suite 2200 Dallas, TX 75201 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,318,730.36

Debtor Name	Case number (if known)	
Highland Capital Management, L.P.	19-34054-SGJ	
3.50 Nonpriority creditor's name and mailing address Dow Jones & Company, Inc. 1211 Avenue of the Americas New York, NY 10036 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,038.26
3.51 Nonpriority creditor's name and mailing address DTCC ITP LLC PO Box 27590 New York, NY 10087-7590 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$3.30
3.52 Nonpriority creditor's name and mailing address Duff & Phelps, LLC c/o David Landman Benesch, Friedlander, Coplan & Aronoff 200 Public Sq. Suite 2300 Cleveland, OH 44114-4000 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$350,000.00
3.53 Nonpriority creditor's name and mailing address Elite Document Technology 403 North Stemmons Freeway Suite 100 Dallas, TX 75207 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$5,837.30
3.54 Nonpriority creditor's name and mailing address Epiq eDiscovery Solutions Dept 2651 PO Box 122651 Dallas, TX 75312-2651 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$9,972.65
3.55 Nonpriority creditor's name and mailing address Eric Girard 312 Polo Trl Colleyville, TX 76034 Date(s) debt was incurred 10/14/2019 Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Consulting fee Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$11,430.14
3.56 Nonpriority creditor's name and mailing address Felicity Toubé QC 3-4 South Square Gray's Inn London, WC1R 5HP Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,546.65

Debtor Name	Case number (if known)	
Highland Capital Management, L.P.	19-34054-SGJ	
3.57 Nonpriority creditor's name and mailing address Foley Gardere 2021 McKinney Ave Suite 1600 Dallas, TX 75201 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,446,136.66
3.58 Nonpriority creditor's name and mailing address Four Seasons Landscaping, LLC 139 Turtle Creek Blvd. Dallas, TX 75207-6807 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$108.95
3.59 Nonpriority creditor's name and mailing address Gardner Haas PLLC 2501 N. Harwood Street Suite 1250 Dallas, TX 75201 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$522.72
3.60 Nonpriority creditor's name and mailing address Gold's Gym International Attn: Corporate Billing 125 E John Carpenter Frwy Suite 1300 Irving, TX 75062 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$561.75
3.61 Nonpriority creditor's name and mailing address Greenwood Office Outfitters 2951 Suffolk Drive Suite 640 Fort Worth, TX 76133-1149 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$2,371.07
3.62 Nonpriority creditor's name and mailing address Greyline Solutions PO Box 733976 Dallas, TX 75373-3976 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$11,250.00
3.63 Nonpriority creditor's name and mailing address Harder LLP 132 S. RODEO DRIVE FOURTH FLOOR BEVERLY HILLS, CA 90212 Date(s) debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$5,464.13

Debtor Highland Capital Management, L.P. Case number (if known) 19-34054-SGJ
 Name

3.64 Nonpriority creditor's name and mailing address **Highland Capital Management (Singapore)**
 300 Crescent Ct.
 Suite 700
 Dallas, TX 75201
 Date(s) debt was incurred Prior to 12/31/2018
 Last 4 digits of account number

As of the petition filing date, the claim is: *Check all that apply.* **\$248,745.28**
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: The balance shown is updated annually for service fees and has not been updated since 12/31/2018
 Is the claim subject to offset? No Yes

3.65 Nonpriority creditor's name and mailing address **Highland CLO Management Ltd.**
 PO Box 309
 Uglund House
 Grand Cayman KY1-1104
 Cayman Island
 Date(s) debt was incurred
 Last 4 digits of account number

As of the petition filing date, the claim is: *Check all that apply.* **\$599,187.26**
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: Interest payable
 Is the claim subject to offset? No Yes

3.66 Nonpriority creditor's name and mailing address **Highland CLO Management Ltd.**
 PO Box 309
 Uglund House
 Grand Cayman KY1-1104
 Cayman Island
 Date(s) debt was incurred
 Last 4 digits of account number

As of the petition filing date, the claim is: *Check all that apply.* **\$9,541,446.00**
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: Note payable
 Is the claim subject to offset? No Yes

3.67 Nonpriority creditor's name and mailing address **Highland RCP Offshore, LP**
 300 Crescent Ct.
 Suite 700
 Dallas, TX 75201
 Date(s) debt was incurred
 Last 4 digits of account number

As of the petition filing date, the claim is: *Check all that apply.* **\$2,447,870.00**
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: Unearned Revenue
 Is the claim subject to offset? No Yes

3.68 Nonpriority creditor's name and mailing address **Highland RCP, LP**
 300 Crescent Ct.
 Suite 700
 Dallas, TX 75201
 Date(s) debt was incurred
 Last 4 digits of account number

As of the petition filing date, the claim is: *Check all that apply.* **\$1,945,067.00**
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: Unearned Revenue
 Is the claim subject to offset? No Yes

3.69 Nonpriority creditor's name and mailing address **Hunton Andrews Kurth LLP**
 1445 Ross Avenue
 Suite 3700
 Dallas, TX 75202-2799
 Date(s) debt was incurred
 Last 4 digits of account number

As of the petition filing date, the claim is: *Check all that apply.* **\$107,221.92**
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: See Exhibit A
 Is the claim subject to offset? No Yes

3.70 Nonpriority creditor's name and mailing address **ICE Data Pricing & Reference Data, LLC**
 PO Box 98616
 Chicago, IL 60693
 Date(s) debt was incurred
 Last 4 digits of account number

As of the petition filing date, the claim is: *Check all that apply.* **\$1,565.23**
 Contingent
 Unliquidated
 Disputed
 Basis for the claim: Trade Payable
 Is the claim subject to offset? No Yes

Debtor Name	Case number (if known)	
Highland Capital Management, L.P. Name	19-34054-SGJ	
3.71 Nonpriority creditor's name and mailing address Intralinks P.O. Box 10259 New York, NY 10259 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$7,995.00
3.72 Nonpriority creditor's name and mailing address JAMS, Inc PO Box 512850 Los Angeles, CA 90051-0850 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,352.27
3.73 Nonpriority creditor's name and mailing address Joshua & Jennifer Terry c/o Brian P. Shaw, Esq. Rogge Dunn Group, PC 500 N. Akard Street, Suite 1900 Dallas, TX 75201 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: Litigation Claim Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$425,000.00
3.74 Nonpriority creditor's name and mailing address Katten Muchin Rosenman LLP 525 W Monroe St Chicago, IL 60661-3693 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$16,695.00
3.75 Nonpriority creditor's name and mailing address Kaufman County Attn: Elizabeth Weller 2777 N. Stemmons Freeway Suite 1000 Dallas, TX 75207 Date(s) debt was incurred 2019 Last 4 digits of account number 0606	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Ad Valorem Taxes Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$585.09
3.76 Nonpriority creditor's name and mailing address Kaufman County Attn: Elizabeth Weller 2777 N. Stemmons Freeway Suite 1000 Dallas, TX 75207 Date(s) debt was incurred 2019 Last 4 digits of account number 0600	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Ad Valorem Taxes Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$3,090.25
3.77 Nonpriority creditor's name and mailing address Kaufman County Attn: Elizabeth Weller 2777 N. Stemmons Freeway Suite 1000 Dallas, TX 75207 Date(s) debt was incurred 2019 Last 4 digits of account number 0600	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Ad Valorem Taxes Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$125.05

Debtor Name	Case number (if known)	
Highland Capital Management, L.P. Name	19-34054-SGJ	
3.78 Nonpriority creditor's name and mailing address Kaufman County Attn: Elizabeth Weller 2777 N. Stemmons Freeway Suite 1000 Dallas, TX 75207 Date(s) debt was incurred <u>2019</u> Last 4 digits of account number <u>0600</u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Ad Valorem Taxes</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$5,732.15</u>
3.79 Nonpriority creditor's name and mailing address Legalpeople LLC 134 N LaSalle Street Suite 800 Chicago, IL 60602 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$34,425.72</u>
3.80 Nonpriority creditor's name and mailing address Levinger PC 1445 Ross Avenue Suite 2500 Dallas, TX 75202 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$3,778.01</u>
3.81 Nonpriority creditor's name and mailing address Lexitas PO Box 734298 Dept. 2012 Dallas, TX 75373-4298 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$2,583.66</u>
3.82 Nonpriority creditor's name and mailing address Loews Coronado Bay Resort 4000 Coronado Bay Road Coronado, CA 92118 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Trade Payable</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$57,628.65</u>
3.83 Nonpriority creditor's name and mailing address Lynn Pinker Cox & Hurst, LLP 2100 Ross Ave Suite 2700 Dallas, TX 75201 Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$436,538.06</u>
3.84 Nonpriority creditor's name and mailing address Maples and Calder UGLAND HOUSE PO BOX 309GT; S CHURCH ST George Town Grand Cayman Date(s) debt was incurred <u> </u> Last 4 digits of account number <u> </u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$25,800.11</u>

Debtor **Highland Capital Management, L.P.** Case number (if known) **19-34054-SGJ**
 Name

3.85 Nonpriority creditor's name and mailing address **MarkitWSO Corporation** As of the petition filing date, the claim is: *Check all that apply.* **\$12,015.91**
Three Lincoln Centre Contingent
5430 LBJ Frwy; Ste 800 Unliquidated
Dallas, TX 75240 Disputed
 Date(s) debt was incurred _____ Basis for the claim: **Trade Payable**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.86 Nonpriority creditor's name and mailing address **McKool Smith** As of the petition filing date, the claim is: *Check all that apply.* **\$2,163,976.00**
300 Crescent Court Contingent
Suite 1500 Unliquidated
Dallas, TX 75201 Disputed
 Date(s) debt was incurred _____ Basis for the claim: **See Exhibit A**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.87 Nonpriority creditor's name and mailing address **Meta-e Discovery LLC** As of the petition filing date, the claim is: *Check all that apply.* **\$780,645.36**
Six Landmark Square Contingent
Fourth Floor Unliquidated
Stamford, CT 06901 Disputed
 Date(s) debt was incurred _____ Basis for the claim: **See Exhibit A**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.88 Nonpriority creditor's name and mailing address **Nick Meserve** As of the petition filing date, the claim is: *Check all that apply.* **\$300.00**
11835 Brandywine Ln Contingent
Houston, TX 77024 Unliquidated
 Date(s) debt was incurred _____ Disputed
 Last 4 digits of account number _____ Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

3.89 Nonpriority creditor's name and mailing address **NWCC, LLC** As of the petition filing date, the claim is: *Check all that apply.* **\$375,000.00**
c/o of Michael A. Battle Contingent
Barnes & Thornburg, LLP Unliquidated
1717 Pennsylvania Ave N.W. Ste 500 Disputed
Washington, DC 20006
 Date(s) debt was incurred _____ Basis for the claim: **Litigation Claim**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.90 Nonpriority creditor's name and mailing address **Opus 2 International, Inc.** As of the petition filing date, the claim is: *Check all that apply.* **\$15,669.86**
100 Pine Street Contingent
Suite 560 Unliquidated
San Francisco, CA 94111 Disputed
 Date(s) debt was incurred _____ Basis for the claim: **See Exhibit A**
 Last 4 digits of account number _____ Is the claim subject to offset? No Yes

3.91 Nonpriority creditor's name and mailing address **PACER Service Center** As of the petition filing date, the claim is: *Check all that apply.* **\$435.30**
P.O. Box 5208 Contingent
Portland, OR 97208-5208 Unliquidated
 Date(s) debt was incurred _____ Disputed
 Last 4 digits of account number _____ Basis for the claim: **Trade Payable**
 Is the claim subject to offset? No Yes

Debtor Name	Case number (if known)	
Highland Capital Management, L.P.	19-34054-SGJ	
3.92 Nonpriority creditor's name and mailing address Patrick Daugherty c/o Thomas A. Uebler McCollom D'Emilio Smith 2751 Centerville Rd #401 Wilmington, DE 19808 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: <u>Litigation Claim</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$11,700,000.00
3.93 Nonpriority creditor's name and mailing address Pitney Bowes- Purchase Power PO Box 371874 Pittsburgh, PA 15250-2648 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Trade Payable</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,611.00
3.94 Nonpriority creditor's name and mailing address ProStar Services, Inc PO Box 110209 Carrollton, TX 75011 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Trade Payable</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,064.58
3.95 Nonpriority creditor's name and mailing address Quintairos, Prieto Wood & Boyer 865 S. Figueroa St 10th FL Los Angeles, CA 90017 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$8,608.17
3.96 Nonpriority creditor's name and mailing address Redeemer Committee - Highland Crusader Attn: Eric Felton 731 Pleasant Ave. Glen Ellyn, IL 60137 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: <u>Litigation Claim</u> Is the claim subject to offset? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	\$189,314,946.00
3.97 Nonpriority creditor's name and mailing address Reid Collins & Tsai 810 Seventh Ave Ste 410 New York, NY 10019 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$258,526.25
3.98 Nonpriority creditor's name and mailing address Scott Douglass & McConnico LLP 303 Colorado St Ste 2400 Austin, TX 78701 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>See Exhibit A</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,478.59

Debtor Name	Case number (if known)	
Highland Capital Management, L.P.	19-34054-SGJ	
3.99 Nonpriority creditor's name and mailing address Secured Access Systems, LLC 1913 Walden Court Flower Mound, TX 75022 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$24.37
3.100 Nonpriority creditor's name and mailing address Siepe Services, LLC 5440 Harvest Hill Road Suite 100 Dallas, TX 75230 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$80,183.88
3.101 Nonpriority creditor's name and mailing address Southland Property Tax Consultants, Inc 421 W. 3rd Street Ste 920 Fort Worth, TX 76102 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$309.11
3.102 Nonpriority creditor's name and mailing address Squire Patton Boggs (US) LLP PO Box 643051 Cincinnati, OH 45264 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$5,208.40
3.103 Nonpriority creditor's name and mailing address Stanton Advisors LLC 300 Coles Street Apt. 802 Jersey City, NJ 07310 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$10,000.00
3.104 Nonpriority creditor's name and mailing address Stanton LLP 9400 N Central Expwy Ste 1304 Dallas, TX 75231 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$90,712.65
3.105 Nonpriority creditor's name and mailing address State Street Global Exchange Elkins/McSherry, LLC One Lincoln Street Boston, MA 02111 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$2,500.00

Debtor Name	Case number (if known)	
Highland Capital Management, L.P.	19-34054-SGJ	
3.106 Nonpriority creditor's name and mailing address Stinson Leonard Street LLP PO Box 843052 Kansas City, MO 64184 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$246,802.54
3.107 Nonpriority creditor's name and mailing address Thomson West PO Box 64833 St. Paul, MN 55164-0833 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$1,158.52
3.108 Nonpriority creditor's name and mailing address UBS AG, London Branch c/o Andrew Clubock, Esq. Latham & Watkins LLP 555 11th Street NW #1000 Washington, DC 20004 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: Litigation Claim Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Unknown
3.109 Nonpriority creditor's name and mailing address UBS Securities LLC c/o Andrew Clubock Latham & Watkins LLP 555 11th Street NW #1000 Washington, DC 20004 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: Litigation Claim Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Unknown
3.110 Nonpriority creditor's name and mailing address UPS Supply Chain Solutions 28013 Network Place Chicago, IL 60673-1280 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$90.45
3.111 Nonpriority creditor's name and mailing address Wakefield Quin Victoria Place 31 Victoria St Hamilton, HM10 Bermuda Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: See Exhibit A Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$2,334.80
3.112 Nonpriority creditor's name and mailing address Wilks, Lukoff & Bracegirdle, LLC 4250 Lancaster Pike #200 Wilmington, DE 19805 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$3,411.87

Debtor Highland Capital Management, L.P. Case number (if known) 19-34054-SGJ
Name

3.113	Nonpriority creditor's name and mailing address Xerox Corporation PO Box 650361 Dallas, TX 75265 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Payable Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$2,348.31
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Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.

If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address	On which line in Part 1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number, if any

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

	Total of claim amounts
5a. Total claims from Part 1	5a. \$ 13,650.00
5b. Total claims from Part 2	5b. + \$ 244,753,977.33
5c. Total of Parts 1 and 2 <small>Lines 5a + 5b = 5c.</small>	5c. \$ 244,767,627.33

Fill in this information to identify the case:

Debtor name Highland Capital Management, L.P.

United States Bankruptcy Court for the: NORTHERN DISTRICT OF TEXAS

Case number (if known) 19-34054-SGJ

Check if this is an amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

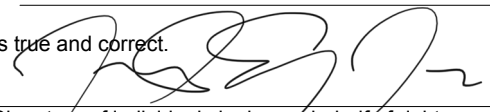
I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule **Amended Schedule E/F and Summary of assets and liabilities for non-individuals**
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration

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

Executed on September 22, 2020

x 
Signature of individual signing on behalf of debtor

James P. Seery, Jr.
Printed name

CEO/CFO
Position or relationship to debtor

EXHIBIT 3

**APPENDIX IN SUPPORT OF HIGHLAND CLO MANAGEMENT, LTD.'S
RESPONSE TO ACIS CAPITAL MANAGEMENT, L.P.'S MOTION TO INTERVENE**

Exhibit 1

PROMISSORY NOTE

\$12,666,446

October __, 2016

FOR VALUE RECEIVED, the undersigned, Highland Capital Management, L.P., a Delaware limited partnership ("Maker"), hereby promises to pay to the order of Acis Capital Management, L.P., a Delaware limited partnership ("Payee"), at its office at 300 Crescent Court, Suite 700, Dallas, Texas 75201 in lawful money of the United States of America, the principal sum of TWELVE MILLION SIX HUNDRED SIXTY-SIX THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS (\$12,666,446), together with interest on the outstanding principal balance thereof from day to day remaining at the rate of three percent (3%) per annum, as provided herein.

Payments

THE UNPAID PRINCIPAL HEREOF, TOGETHER WITH ALL ACCRUED AND UNPAID INTEREST THEREON, SHALL AUTOMATICALLY BE DUE AND PAYABLE IN FULL, WITHOUT NECESSITY OF DEMAND OR NOTICE, ACCORDING TO THE AMORTIZATION TABLE ATTACHED HERETO AS EXHIBIT A.

All past due principal and interest shall bear interest from and after the date when due at a rate equal to the rate equal to the lesser of (a) eighteen percent (18.0%) per annum or (b) the Maximum Rate (as defined herein).

Interest on the indebtedness evidenced by this Note shall be computed on the basis of a year of 360 days and the actual number of days elapsed (including the first day but excluding the last day) unless such calculation would result in a rate that exceeds the maximum rate allowed by applicable law (such rate, the "Maximum Rate") in which case interest shall be calculated on the basis of a year of 365 or 366 days, as the case may be. If the regularly scheduled due date for any payment under this Note is not a Business Day, the due date for such payment shall be the next succeeding Business Day, and payment made on such succeeding Business Day shall have the same force and effect as if made on the regularly scheduled due date. "Business Day" means a day, other than a Saturday, Sunday or legal holiday, on which a bank in Dallas, Texas is open for business.

Maker shall have the right to prepay this Note, in whole or in part, at any time and from time to time without premium or penalty. Amounts borrowed and repaid hereunder may not be reborrowed.

Conditions Precedent

This Note shall not become effective and Payee shall have no obligation to make the advance hereunder until Payee has received each of the following in form and substance acceptable to Payee:

- (a) this Note executed by Maker;
- (b) the Agreement for Purchase and Sale of CLO Participation Interests dated of even date herewith (the "Purchase Agreement"), by and between Maker and Payee, and copies of all agreements, documents and instruments executed or delivered in connection therewith and evidence that all conditions to the effectiveness of the Purchase Agreement have been or will be fulfilled contemporaneously with the initial advance under this Note;
- (c) evidence that the execution, delivery and performance by Maker of this Note and all other documents and instruments related to this Note have been duly authorized by, or on behalf of, Maker; and

(d) such other agreements, documents, information, and other assurances as Payee may reasonably request.

Events of Default

Maker shall be in default under this Note upon the occurrence of any of the following events or conditions (each, an "Event of Default"):

(a) the failure of Maker to make any payment required to be made under this Note when such payment becomes due;

(b) Maker defaults in the performance of any obligation, covenant, or agreement now or hereafter made or owed by Maker to Payee, whether under this Note or any related document;

(c) any representation or warranty made by Maker to Payee in connection with this Note or any document executed or delivered in connection therewith, is false or misleading in any material respect when made;

(d) Maker shall commence a voluntary proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official for it or a substantial part of its property or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it or shall make a general assignment for the benefit of creditors or shall generally fail to pay its debts as they become due or shall take any corporate action to authorize any of the foregoing;

(e) any involuntary proceeding shall be commenced against Maker seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official for it or a substantial part of its property, in each case, that results in the entry of an order for any such relief or appointment that has not been vacated, discharged or stayed or bonded pending appeal within 60 days from the entry thereof;

(f) any lien, attachment, sequestration or similar proceeding against any of Maker's assets or properties other than liens in favor of Payee;

(g) any event or condition occurs that results in any indebtedness of Maker becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time, or both) the holder of such indebtedness to cause any of such indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; or

(h) the validity or enforceability of this Note shall be contested or challenged by Maker.

Remedies

Should an Event of Default exist, Payee may but without any obligation to do so, at its option and at any time, and without presentment, demand, or protest, notice of default, dishonor, demand, non-payment, or protest, notice of intent to accelerate all or any part of the advances hereunder, notice of acceleration of all or any part of the indebtedness evidenced by this Note, or notice of any other kind, all of which Maker hereby expressly waives, except for any notice required by applicable statute which cannot be waived: (a) terminate Payee's commitment to make any advances under this Note; (b) declare the indebtedness evidenced by this Note, or any part thereof, immediately due and payable, whereupon the same shall be due and payable (provided, however, that upon the occurrence of any event described in clause (e) of the definition of "Event of Default", such indebtedness shall become immediately due and payable in full without demand or acceleration); (c) reduce any claim to judgment; (d) to the maximum extent permitted under applicable laws, set-off and apply any and all deposits, funds, or assets at any time held and any and all other indebtedness at any time owing by Payee to or for the credit or the account of Maker against any and all obligations, whether or not Payee exercises any other right or remedy hereunder and whether or not such obligations are then matured; (e) may cure any Event of Default, or event of nonperformance under this Note and/or (f) exercise any and all rights and remedies afforded by this Note, or by law or equity or otherwise, as Payee deems appropriate. No failure or delay of the holder hereof to exercise any of its rights or remedies shall not constitute a waiver thereof.

If the holder hereof incurs any costs or expenses in any attempt to enforce payment of all or any part of this Note, or if this Note is placed in the hands of an attorney for collection, Maker agrees to pay all such costs fees and expenses incurred, including without limitation, reasonable attorneys' fees.

Miscellaneous

It is expressly stipulated and agreed to be the intent of Maker and Payee at all times to comply with the applicable law of the State of Texas governing the maximum rate or amount of interest payable on or in connection with the indebtedness under this Note (or applicable United States federal law to the extent that it permits Payee to contract for, charge, take, reserve or receive a greater amount of interest than under Texas law). If such law is ever judicially interpreted so as to render usurious any amount contracted for, charged, taken, reserved or received with respect to this Note, or if any payment by Maker results in Maker having paid any interest in excess of the amount that is permitted by such law, then it is Maker's and Payee's express intent that all excess amounts theretofore collected by Payee be credited on the principal balance hereof (or, if the principal balance has been or would thereby be paid in full, refunded to Maker), and the provisions of this Note shall immediately be deemed reformed and the amounts thereafter collectible thereunder reduced, without the necessity of the execution of any new documents, so as to comply with all such applicable laws, but so as to permit the recovery of the fullest amount otherwise called for thereunder. All sums paid or agreed to be paid to Payee for the use, forbearance or detention of money and other indebtedness evidenced by this Note shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the applicable usury ceiling provided by such applicable law. Notwithstanding any provision contained herein to the contrary, the total amount of interest that Maker is obligated to pay and Payee is entitled to receive with respect to this Note shall not exceed the amount calculated on a simple (i.e., non-compounded) interest basis at the maximum rate allowed by applicable law on principal amounts actually advanced hereunder to or for the account of Maker.

MAKER AND EACH SURETY, GUARANTOR, ENDORSER, AND OTHER PARTY EVER LIABLE FOR PAYMENT OF ANY SUMS OF MONEY PAYABLE ON THIS NOTE JOINTLY AND SEVERALLY WAIVE NOTICE, PRESENTMENT, DEMAND FOR PAYMENT, PROTEST, NOTICE OF PROTEST AND NON-PAYMENT OR DISHONOR, NOTICE OF ACCELERATION, NOTICE OF INTENT TO ACCELERATE, NOTICE OF INTENT TO DEMAND, DILIGENCE IN COLLECTING, GRACE, AND ALL OTHER FORMALITIES OF ANY KIND, AND CONSENT TO ALL EXTENSIONS WITHOUT NOTICE FOR ANY PERIOD OR PERIODS OF TIME AND PARTIAL PAYMENTS,

BEFORE OR AFTER MATURITY, AND ANY IMPAIRMENT OF ANY COLLATERAL SECURING THIS NOTE, ALL WITHOUT PREJUDICE TO THE HOLDER. Without limiting the foregoing, any notice or demand upon Maker in connection with this Note shall be in writing and shall become effective (a) upon personal delivery, (b) three (3) days after it shall have been mailed by United States mail, first class, certified or registered, with postage prepaid or (c) when properly transmitted by telecopy, in each case addressed to Maker's address for notice specified in connection with its signature below.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. THIS NOTE IS PERFORMABLE IN DALLAS COUNTY, TEXAS. ANY ACTION OR PROCEEDING UNDER OR IN CONNECTION WITH THIS NOTE AGAINST MAKER OR ANY OTHER PARTY EVER LIABLE FOR PAYMENT OF ANY SUMS OF MONEY PAYABLE ON THIS NOTE MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT IN DALLAS COUNTY, TEXAS. MAKER AND EACH SUCH OTHER PARTY HEREBY IRREVOCABLY (I) SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURTS AND (II) WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN SUCH COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF PAYEE TO BRING ANY ACTION OR PROCEEDING AGAINST MAKER OR ANY OTHER PARTY LIABLE HEREUNDER OR WITH RESPECT TO ANY COLLATERAL IN ANY STATE OR FEDERAL COURT IN ANY OTHER JURISDICTION. ANY ACTION OR PROCEEDING BY MAKER OR ANY OTHER PARTY LIABLE HEREUNDER AGAINST PAYEE SHALL BE BROUGHT ONLY IN A COURT LOCATED IN DALLAS COUNTY, TEXAS.

MAKER AND PAYEE EACH IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY KIND BROUGHT BY EITHER AGAINST THE OTHER, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. MAKER AND PAYEE EACH AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT ITS RIGHT TO A TRIAL BY JURY IS WAIVED AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS NOTE OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS NOTE, WHETHER OR NOT SPECIFICALLY SET FORTH THEREIN.

This Note embodies the final, entire agreement of Maker and Payee with respect to the indebtedness evidenced hereby and supersedes any and all prior commitments, agreements, representations and understandings, whether written or oral, relating thereto and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of Maker and Payee. There are no oral agreements between Maker and Payee.

Signed effective as of the date of this Note.

HIGHLAND CAPITAL MANAGEMENT, L.P.

By: Strand Advisors, Inc., its general partner

By: _____

Name: _____

Title: _____

Maker's address for notice:

HIGHLAND CAPITAL MANAGEMENT, L.P.
300 Crescent Court
Suite 700
Dallas, TX 75201
Attention: Frank Waterhouse
Fax: 972-628-4147

EXHIBIT A

Amortization Schedule

Interest Rate 3.0%

Payment Date	Beg Principal	Interest	Principal	Payment	End Principal
10/7/2016	12,666,446				12,666,446
5/31/2017	12,666,446	245,694	3,125,000	3,370,694	9,541,446
5/31/2018	9,541,446	286,243	5,000,000	5,286,243	4,541,446
5/31/2019	4,541,446	136,243	4,541,446	4,677,690	-

EXHIBIT 4

**APPENDIX IN SUPPORT OF HIGHLAND CLO MANAGEMENT, LTD.'S
RESPONSE TO ACIS CAPITAL MANAGEMENT, L.P.'S MOTION TO INTERVENE**

THIS AGREEMENT FOR PURCHASE AND SALE OF CLO PARTICIPATION INTERESTS (this "Agreement"), dated as of the 7th day of October, 2016, is entered into by and between ACIS CAPITAL MANAGEMENT, L.P., a Delaware limited partnership (the "Seller"), and HIGHLAND CAPITAL MANAGEMENT, L.P., a Delaware limited partnership (the "Purchaser").

RECITALS

Whereas, the Seller is the owner of certain rights to receive senior and subordinated management fees (the "Servicer Fees"), as described in Schedule A, attributable to the collateralized loan obligation issuances also listed in Schedule A (the "CLOs");

Whereas, all of the reinvestment periods of the CLOs will have expired by August 2019;

Whereas, the Seller operates an investment management business focused on sponsoring and managing collateralized loan obligations ("CLO Investments");

Whereas, Seller has recently engaged an investment bank to actively market a new CLO to prospective investors and Seller currently is uncertain as to the likelihood of success and timing of securing new investors;

Whereas, recent European and U.S. regulatory rules require sponsors of newly issued CLO investments, such as Seller, to retain during the life of the CLO, a five percent ownership interest in the equity or capital structure of the CLO (the "Risk Retention Amount");

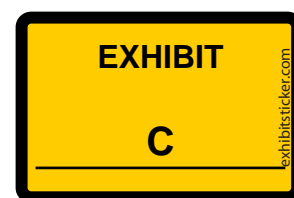
Whereas, in order to fund the Risk Retention Amount, Seller has undertaken a joint venture with another entity to originate and sponsor new CLO investments, pursuant to which Seller is obligated to contribute fifty-one percent of the Risk Retention Amount;

Whereas, Seller has typically paid overhead expenses first with its revenue, then made an annual distribution of excess cash to the partners of Seller;

Whereas, Seller has determined to stop making annual distributions of excess cash to Seller's partners while efforts are underway to form new CLOs;

Whereas, cash flows from the Servicer Fees are unpredictable and unstable;

Whereas, Seller has determined that obtaining a guaranteed fixed amount of cash flow from Buyer is a prudent business decision in order to facilitate Seller's compliance with its



obligation to contribute funds toward the Risk Retention Amount to the joint venture entity;

Whereas, the Purchaser acknowledges it is a sophisticated investor and, in particular, has a knowledge and understanding of CLO Investments;

Whereas, the Purchaser acknowledges that it understands the inherent risk in the timing and amount of the payment of the Servicer Fees by the trustees of the respective CLOs; and

Whereas, the Purchaser acknowledges that it has undertaken all the necessary due diligence to feel comfortable in determining the inherent risks of purchasing such Servicer Fees from the Seller.

AGREEMENT

Now, therefore, in consideration of the premises and mutual agreements set forth herein, and in consideration of the mutual representations, warranties and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Sale and Purchase of Acis Participation Interests.

Subject to and upon the terms and conditions set forth in this Agreement, the Seller hereby sells to the Purchaser, and the Purchaser hereby purchases from the Seller, participation interests in the Servicer Fees (the "ACIS Participation Interests") in an amount equal to (A) the total Servicer Fees paid to Seller by each of the CLOs beginning in November 2016 and ending August 2019 (each, with respect to both a particular CLO payor and a particular payment date, a "Servicer Fee Payment," and in the aggregate for a particular payment date the "Aggregate Servicer Fee Payment") less (B) the Servicer Fee Retention Amount with respect to each CLO, as shown on Schedule A.

Purchase Price; Additional Documents; Termination.

1.1 In consideration of the sale of the Acis Participation Interests to the Purchaser, the Purchaser shall (a) pay to the Seller an amount equal to **\$666,655.00** in cash (the "Cash Purchase Price"), and (b) deliver to the Seller a promissory note (the "Note"), duly executed by the Purchaser and substantially in the form of Exhibit I, with an initial principal balance of **\$12,666,446.00** (the Cash Purchase Price and the delivery of such Note, collectively, the "Purchase Price").

- 1.2 The Purchaser shall pay the Cash Purchase Price to the Seller by wire transfer of immediately available funds to an account designated in writing by the Seller.
- 1.3 The parties acknowledge and agree that the Purchase Price reflects the arm's-length value of the Acis Participation Interests as of the date of this Agreement as determined by mutually agreed appraisal methods.
- 1.4 Notwithstanding any other provision of this Agreement, to the extent that the sale and purchase of the Acis Participation Interests hereunder shall require the consent or approval of another party or any governmental authority, the consummation of the transactions contemplated by this Agreement shall not constitute an assignment or an attempted assignment with respect to the Servicer Fees if such assignment or attempted assignment would constitute a breach or violation with respect to the terms of the governing CLO agreements (the "CLO Documents"). Each of the parties hereto shall use its commercially reasonable efforts to obtain any such consent or approval. If such consent or approval is not obtained, each party agrees to cooperate with the other party in any reasonable manner necessary or desirable to provide the Purchaser the benefits of the Acis Participation Interests.
- 1.5 In the event that any governmental entity commences a formal regulatory proceeding against Seller and within 90 days thereof (or later, but solely in the event of removal of Seller by order of such governmental entity), Seller is terminated or otherwise removed as manager of one or more of the CLOs and such governmental action results in the seizure or forfeiture of Servicer Fees, then the outstanding principal of the Note shall be reduced in proportion to the reduction in Servicer Fees resulting from such termination or seizure.

2. Representations and Warranties of the Seller.

The Seller represents and warrants to the Purchaser that each of the following representations and warranties is true and correct as of the date of this Agreement:

- 2.1 Organization and Authority of the Seller. The Seller is a limited partnership, duly formed, validly existing and in good standing under the laws of the State of Delaware and has requisite power and authority to enter into this Agreement and

any other agreements entered into in connection herewith and to perform its obligations hereunder and thereunder.

- 2.2 Title to the Acis Participation Interests. The Seller owns good and valid title to, and is the sole record and beneficial owner of, the Servicer Fees, free and clear of any and all mortgages, liens, pledges, charges, adverse rights or claims, security interests, restrictions on use and/or transfer or encumbrances of any kind (collectively, "Liens"), except as provided herein and in the CLO Documents and agreements governing the CLOs. Other than as provided in the CLO Documents, the Acis Participation Interests are not subject to any rights of first refusal or other rights to purchase such Acis Participation Interests.
- 2.3 Due Authorization and Enforceability. All action on the part of the Seller necessary for the authorization, execution and delivery of this Agreement and any other agreements entered into in connection herewith and the performance by the Seller of its obligations hereunder and thereunder has been taken. This Agreement and any other agreements entered into in connection herewith constitute the valid and legally binding obligations of the Seller, enforceable in accordance with their terms, except as may be limited by (a) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally and (b) the effect of rules of law governing the availability of equitable remedies.
- 2.4 Consents. Except as may be required under the CLO Documents, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority or any third party is required by the Seller in connection with the consummation of the transactions contemplated by this Agreement or any other agreements entered into in connection herewith.
- 2.5 Non-Contravention. Other than with respect to any consents required under the CLO Documents, the execution, delivery and performance of this Agreement and any other agreements entered into in connection herewith and the consummation of the transactions contemplated hereby and thereby will not result in (a) a

violation or default, or be in conflict with or constitute a default, under the Seller's organizational documents, or any agreement or contract that the Seller is party to or that its assets are bound by, (b) a violation of any statute, law, regulation or order; provided, however, that with respect to any statute, law, regulation or order applicable to any of the CLO Documents the foregoing is limited to the knowledge of the Seller, or (c) the creation of any Lien upon any asset of, or the loss of any right or asset by, the Seller that would not reasonably be expected to cause a material adverse effect on the Seller.

3. **Representations and Warranties of the Purchaser.**

The Purchaser represents and warrants to the Seller that each of the following representations and warranties is true and correct as of the date of this Agreement:

- 3.1 **Organization and Authority of the Purchaser.** The Purchaser is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware and has requisite power and authority to enter into this Agreement and any other agreements entered into in connection herewith and to perform its obligations hereunder and thereunder.
- 3.2 **Due Authorization and Enforceability.** All action on the part of the Purchaser necessary for the authorization, execution and delivery of this Agreement and any other agreements entered into in connection herewith and the performance by the Purchaser of its obligations hereunder and thereunder has been taken. This Agreement and any other agreements entered into in connection herewith constitute the valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms, except as may be limited by (a) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally and (b) the effect of rules of law governing the availability of equitable remedies.
- 3.3 **Consents.** No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority or any third party is required by the Purchaser in

connection with the consummation of the transactions contemplated by this Agreement or any other agreements entered into in connection herewith.

- 3.4 Non-Contravention. The execution, delivery and performance of this Agreement and any other agreements entered into in connection herewith and the consummation of the transactions contemplated hereby and thereby will not result in (a) a violation or default, or be in conflict with or constitute a default, under the Purchaser's organizational documents, or any agreement or contract that the Purchaser is party to or that its assets are bound by, (b) a violation of any statute, law, regulation or order, or (c) the creation of any Lien upon any asset of, or the loss of any right or asset by the Purchaser.
- 3.5 Information Concerning the Acis Participation Interests. The Purchaser (a) has received and had the opportunity to review information with respect to the Seller, the Acis Participation Interests, the CLOs, and the CLO Documents, (b) is familiar with the Seller, the CLOs and the CLO Documents, and (c) has been afforded the opportunity to ask questions of and received satisfactory answers concerning the Seller, the CLOs and the CLO Documents and has asked any questions the Purchaser desires to ask and all such questions have been answered to the full satisfaction of the Purchaser. The Purchaser understands that the purchase and/or receipt of the Acis Participation Interests involves various risks and that the Purchaser may lose some or all of its investment due to economic conditions that could negatively impact the CLOs and/or the Seller and/or for other unforeseen reasons. The Purchaser acknowledges and agrees that no representations or warranties have been made to the Purchaser by the Seller, or any person acting on the Seller's behalf, as to the tax consequences of this investment, or as to profits, losses or cash flow that may be received or sustained as a result of this investment. All documents, records and books pertaining to a proposed investment in and/or receipt of the Acis Participation Interests which the Purchaser has requested have been made available to the Purchaser.
- 3.6 Acknowledgments of the Purchaser. Subject to Section 1.5, the Purchaser acknowledges and agrees that: (a) except as provided in Section 1.5, should the

Seller's rights with respect to the Servicer Fees be terminated, such termination shall not affect the Purchaser's obligations under the Note; (b) except as provided in Section 1.5, the Seller may exercise all of its legal rights and remedies to enforce the Purchaser's obligations under the Note even if the Acis Participation Interests are not paid, in full or part, by the CLO trustees for any reason, including the termination of the Seller as the manager, a hostile buyout of such CLO, or any other reason (other than as a result of the Seller breaching its covenants under this Agreement or as a result of fraud or by willful misconduct of the Seller); and (c) Purchaser has had the opportunity to consult with its own legal counsel with respect to the purchase of the Acis Participation Interests. The Purchaser understands such actions could negatively impact the timing and amount of payment of such Acis Participation Interests during the pendency of such dispute by the trustee of such CLO. The Purchaser bears the sole risk with respect to non-payment of the Acis Participation Interests (other than as a result of the Seller breaching its covenants under this Agreement or as a result of the fraud or willful misconduct of the Seller).

3.7 No additional Representations. The Purchaser has relied solely upon its investigation and analysis and the representations and warranties of the Seller set forth in this Agreement and the Purchaser acknowledges that, other than as set forth in this Agreement, the Seller does not make any other representation or warranty, either express or implied.

4. Covenants.

4.1 Payments on the Acis Participation Interests. The Seller agrees to promptly remit, or cause to be promptly remitted, to the Purchaser the cash received with respect to the Acis Participation Interests. If the Seller is required at any time to return to any person, any portion of the payments made to the Seller pursuant to the Servicer Fees, then the Purchaser shall, on demand of the Seller, forthwith return to the Seller any such payments transferred to the Purchaser by the Seller but without interest or penalty on such payments.

- 4.2 Actions With Respect to Servicer Fees. Notwithstanding anything else contained in this Agreement, the Seller shall not, without the Purchaser's written consent, and other than as required by the CLO Documents, take or omit to take any action which would (a) postpone any date fixed for any payment under the CLO Documents of the Servicer Fees; (b) amend the CLO Documents so as to materially and adversely affect the payment of the Servicer Fees; or (c) release any material claim of the Seller under the CLO Documents that relates to the Servicer Fees.
- 4.3 Reporting. Seller shall provide Purchaser a detailed certification of any Servicer Fees received from the CLOs within forty-five (45) business days of the date such Servicer Fees are received by the Seller.
5. Miscellaneous.
- 5.1 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided, however, that no party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other parties hereto.
- 5.2 Terms Confidential. The parties agree that they will keep the terms, amounts and facts of this Agreement completely confidential, and that they will not hereafter disclose any information concerning this Agreement to anyone except their respective attorneys or accountants. Notwithstanding the foregoing prohibition, the parties shall not be prohibited from disclosing the terms, amounts and facts of this Agreement or this Agreement itself as may be requested by governmental entities or required by law.
- 5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the principles thereof relating to conflicts of law.

- 5.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.5 Headings. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to articles, sections, paragraphs, exhibits and schedules shall, unless otherwise provided, refer to articles, sections and paragraphs hereof and exhibits and schedules attached hereto, all of which exhibits and schedules are incorporated herein by reference.
- 5.6 Notices. All notices, demands and requests required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by telecopy (with confirmed transmission), or sent, postage prepaid, by registered, certified or express mail, or reputable overnight courier service, and shall be deemed given when so delivered by hand, or confirmed after telecopying, or if mailed, three (3) business days after mailing (one (1) business day in the case of express mail or overnight courier service), as follows (or to such other address or telecopy number as a party shall specify by notice as provided herein to the other party hereto):

- (i) if to the Purchaser:

Highland Capital Management, L.P.
300 Crescent Court, Suite 700
Dallas, Texas 75201
Attention: Frank Waterhouse
Telephone: 972-628-4100
Facsimile: 972-628-4147

with copies to:

Hunton & Williams LLP
1145 Ross Avenue, Suite 3700
Dallas, Texas 75202
Attention: Alexander McGeoch
Telephone: 214-979-3041
Facsimile: 214-979-3938

(ii) if to the Seller:

Acis Capital Management, L.P.
300 Crescent Court, Suite 700
Dallas, Texas 75201
Facsimile: 972-628-4147

- 5.7 Specific Performance. The Seller and the Purchaser agree that the rights created by this Agreement are unique and that the loss of any such rights is not susceptible to monetary quantification. Consequently, the Seller and the Purchaser agree that an action for specific performance (including for temporary and/or permanent injunctive relief) of the obligations created by this Agreement is a proper remedy for the breach of the provisions of this Agreement, and the Purchaser shall be entitled to such relief without the necessity of proving actual damages or posting a bond.
- 5.8 Costs, Expenses. The Seller and the Purchaser shall each pay their own costs, fees and expenses in connection with this Agreement and the transactions contemplated herein. The Seller will pay any and all transfer, recording, sales, use or similar taxes and fees in connection with the consummation of the transaction contemplated herein. If any party is forced to institute legal proceedings to enforce its rights in accordance with the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable expenses, including attorneys' fees and expenses, in connection with any such action.
- 5.9 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Seller and the Purchaser.
- 5.10 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such

provision(s) were so excluded and shall be enforceable in accordance with its terms.

- 5.11 Entire Agreement. This Agreement, together with all exhibits and schedules hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the parties with respect to the subject matter hereof.
- 5.12 Further Assurances. From and after the date of this Agreement, upon the reasonable request of the Purchaser, the Seller shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.
- 5.13 Construction. The parties acknowledge that each has had the advice of independent counsel selected by it in connection with the terms of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 5.14 Arbitration. Any disputes or controversies arising out of or related to this Agreement that are not resolved by the parties shall be resolved by arbitration under the administration of the American Arbitration Association (“AAA”). The Seller and the Purchaser will seek to agree on an arbitrator. If the parties cannot agree, each of the Seller and the Purchaser will appoint an arbitrator, and such arbitrators will select a third arbitrator to serve as the sole arbitrator to determine the dispute. Such dispute or controversy shall be resolved pursuant to the rules of the AAA with the findings and any award by such arbitrator being final and binding upon all parties. Judgment on any award or finding rendered by the arbitrator may be entered in any court of proper jurisdiction. The location of any such arbitration proceedings shall be in the greater Dallas, Texas metropolitan

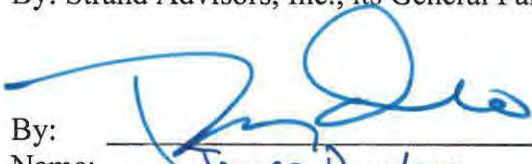
area or such other location as mutually agreed by the parties. Each party shall bear its own costs related to any dispute or controversy arising out of or related to this agreement. The parties agree any dispute or controversy arising out of or related to this Agreement shall be kept confidential between the relevant arbitrators, the parties, and their appointed counsel and agents.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

THE PURCHASER:

HIGHLAND CAPITAL MANAGEMENT, L.P.


By: Strand Advisors, Inc., its General Partner

By: 
Name: James Donders
Title: President

THE SELLER:

ACIS CAPITAL MANAGEMENT, L.P.

By: Acis Capital Management GP, LLC, its General Partner

By: 
Name: James Donders
Title: President

Schedule A

Participation Interests

CLO Issuer	Total Servicer Fee	Servicer Fee Retention Amount	Acis Participation Interests
Acis CLO 2013-1, Ltd.	50 bps	20 bps	30 bps
Acis CLO 2014-3, Ltd.	40 bps	20 bps	20 bps
Acis CLO 2014-4, Ltd.	40 bps	20 bps	20 bps
Acis CLO 2014-5, Ltd.	40 bps	20 bps	20 bps
Acis CLO 2015-6, Ltd.	40 bps	20 bps	20 bps

EXHIBIT 5

**APPENDIX IN SUPPORT OF HIGHLAND CLO MANAGEMENT, LTD.'S
RESPONSE TO ACIS CAPITAL MANAGEMENT, L.P.'S MOTION TO INTERVENE**

ASSIGNMENT AND TRANSFER AGREEMENT

THIS AGREEMENT FOR ASSIGNMENT AND TRANSFER OF PROMISSORY NOTE (this "Agreement"), dated as of November 3, 2017, is entered into by and between ACIS CAPITAL MANAGEMENT, L.P., a Delaware limited partnership ("Acis"), HIGHLAND CAPITAL MANAGEMENT, L.P., a Delaware limited partnership ("HCM") and HIGHLAND CLO MANAGEMENT, LTD., a Cayman Islands exempted company ("HCLOM", and together with HCM and Acis, the "Parties"). Capitalized terms used herein but not defined have the meanings ascribed thereto in the Agreement for Purchase and Sale of CLO Participation Interests between Acis and HCM dated as of October 7, 2016 (the "Purchase Agreement" and the promissory note therein, the "Note").

RECITALS

Whereas, Acis is portfolio manager to certain collateralized loan obligations listed in Schedule A of the Purchase Agreement and is entitled to fee compensation in connection therewith as set forth therein (the "CLOs", the governing documents thereof, the "CLO Documents" and such fees, the "Servicer Fees");

Whereas, Acis and HCM entered into the Purchase Agreement, whereby Acis sold a portion of its future Servicer Fees to HCM in exchange for cash flows from HCM, in each case as set forth in the Note (such future Servicer Fees identified to be paid to HCM pursuant to the Purchase Agreement, the "HCM Stabilization Fees" and such cash flows from HCM, the "Stabilization Payments");

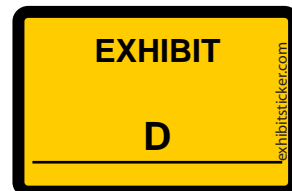
Whereas, HCM has notified Acis that HCM is unwilling to continue to provide support personnel and other critical services to Acis with respect to the CLOs (the "Notification");

Whereas, Acis has determined that the effect of the Notification is that it cannot fulfill its duties as portfolio manager of the CLOs, and in order to ensure the continued operation of such CLOs and protection for its stakeholders, it must assign its rights as portfolio manager in the CLOs to a qualified successor portfolio manager pursuant to the CLO Documents (a "Successor Manager");

Whereas, HCLOM, a qualified Successor Manager, irrevocably commits to be appointed as Successor Manager in consideration of Acis assigning to it the Note, subject to the conditions set forth in the CLO Documents and pursuant to the terms herein;

Whereas, Acis is expected to incur significant costs and expenses related to ongoing claims and litigation to which Acis is either a party or is otherwise obligated with respect to such costs and expenses (the "Acis Legal Expenses"); and

Whereas, Acis also is expected to have ongoing accounting and administrative expenses (the "Acis Administrative Expenses" and together with the Acis Legal Expenses, the "Acis Expenses").



AGREEMENT

Now, therefore, in consideration of the promises and mutual agreements set forth herein, and in consideration of the mutual representations, warranties and covenants herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **Succession**. Acis shall promptly provide the Controlling Class (as defined in each of the CLO Indentures) with notice requesting the appointment of HCLOM as Portfolio Manager pursuant to the requirements of the CLO Documents (each, a “*Notice*” and the period between the Notice and an Appointment (as such term is defined below), the “*Post-Notice Period*”).
2. **Successor Manager**. Subsequent to the Notices, each of Acis and HCLOM shall promptly pursue Successor Manager appointment of HCLOM in respect of each CLO, including but not limited to achieving all conditions precedent required by the CLO Documents in such respect (consummation of HCLOM’s appointment as Portfolio Manager of a given CLO, an “*Appointment*”).
3. **Assignment and Transfer of the Promissory Note; Stabilization Payments**.
 - a. Effective immediately upon execution of this Agreement by the Parties, all right, title and interest of Acis under the Note, including the right to any and all Stabilization Payments not yet paid to Acis, are hereby irrevocably assigned and transferred by Acis to HCLOM, it being understood that from the date of such assignment, HCLOM shall become the “Payee” thereunder.
 - b. For so long as Acis shall receive Servicer Fees following the date hereof, Acis shall remit to HCM the HCM Stabilization Fees pursuant to the Note Purchase Agreement.
 - c. For so long as HCLOM receives any Servicer Fees following any Appointment, then HCLOM shall remit to HCM any portion of such fees that would otherwise have constituted HCM Stabilization Fees pursuant to the Note Purchase Agreement if Acis was the recipient of such fees.
 - d. HCLOM shall sign a joinder to Note Purchase Agreement upon HCM’s written notice thereof.
4. **Expense Support**. In the event Acis delivers written notice to HCLOM that Acis is unable to pay when due any Acis Expenses, then HCLOM shall promptly pay to Acis, or at Acis’ written request, to Acis’ creditors, the amount of such shortfall, provided that in no event shall HCLOM’s obligations under this paragraph exceed greater than \$2 million of Acis Legal Expenses in the aggregate, or greater than \$1 million of Acis Administrative Expenses in the aggregate.
5. **Indemnity**. Acis shall and hereby does, to the fullest extent permitted by applicable law, advance, indemnify and hold harmless any Covered Person from and against any and all claims, demands, liabilities, costs, expenses, damages, losses, suits, proceedings, judgments, assessments, actions and other liabilities, whether judicial, administrative, investigative or otherwise, of whatever nature, known or unknown, liquidated or

unliquidated (“*Claims*”), that my accrue to or be incurred by any Covered Person, or in which any Covered Person may be threatened, relating to this Agreement, including amounts paid in satisfaction of judgments, in compromise or as fines or penalties, and attorneys’ fees and expenses incurred in connection with the preparation for or defense or disposition of any investigation, action, suit, arbitration or other proceeding (a “*Proceeding*”), whether civil or criminal (all of such Claims, amounts and expenses referred to therein are referred to collectively as “*Damages*”), except to the extent that it shall have been determined ultimately by a court of competent jurisdiction, in a final nonappealable judgment, that such Damages arose primarily from fraud, bad faith or willful misconduct of such Covered Person. The termination of any Proceeding by settlement, judgment, order, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that any Damages relating to such settlement, judgment, order, conviction or plea of nolo contendere or its equivalent or otherwise relating to such Proceeding arose primarily from fraud, bad faith or willful misconduct of any Covered Persons. “*Covered Person*” means each of HCLOM and HCM, as well as each and every one of their affiliates (other than Acis), and all of HCLOM’s and HCM’s respective managers, members, principals, partners, directors, officers, shareholders, employees and agents.

6. Miscellaneous.

- a. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties, provided however that no party hereto may assign or transfer any of its rights or obligation hereunder without the prior written consent of the other parties hereto.
- b. No Third Party Beneficiaries. For the avoidance of doubt, this Agreement is not intended to and does not confer any right to any person or entity other than the Parties hereto.
- c. Terms Confidential. The Parties agree that they will keep the terms, amounts, and facts of this Agreement completely confidential, and that they will not hereafter disclose any information concerning this Agreement to anyone except their respective attorneys or accountants. Notwithstanding the foregoing prohibition, the Parties shall not be prohibited from disclosing the terms, amounts and facts of this Agreement or this Agreement itself as may be requested by governmental entities or required by law.
- d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands, with exclusive jurisdiction in the courts of George Town, Grand Cayman.

- e. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- f. Headings. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to articles, sections, paragraphs, exhibits and schedules shall, unless otherwise provided, refer to articles, sections and paragraphs hereof and exhibits and schedules attached hereto, all of which exhibits and schedules are incorporated herein by reference.
- g. Notices. All notices, demands and requests required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by telecopy (with confirmed transmission), or sent, postage prepaid, by registered, certified or express mail, or reputable overnight courier service, and shall be deemed given when so delivered by hand, or confirmed after telecopying, or if mailed, three (3) business days after mailing (one (1) business day in the case of express mail or overnight courier service), as follows (or to such other address or telecopy number as a party shall specify by notice as provided herein to the other party hereto):
 - i. If to Acis:
Acis Capital Management, LP
300 Crescent Court, Suite 700
Dallas, Texas 75201
Facsimile: 972-628-4147
 - ii. If to HCM:
Highland Capital Management, LP
300 Crescent Court, Suite 700
Dallas, Texas 75201
Facsimile: 972-628-4147
 - iii. If to HCLOM:
Highland CLO Management, Ltd.
PO Box 309
Ugland House
Grand Cayman KY1-1104
Cayman Islands
- h. Specific Performance. The Parties agree that the rights created by this Agreement are unique and that the loss of any such rights is not susceptible to monetary quantification. Consequently, the Parties agree that an action for specific performance, including for temporary and/or injunctive relief) of the obligations created by this Agreement is a proper remedy for the breach of the provisions of this Agreement, and HCM shall be

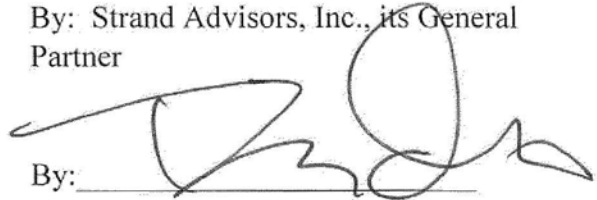
- entitled to such relief without the necessity of proving actual damages or posting a bond.
- i. Costs, Expenses. The Parties shall each pay their own costs, fees and expenses in connection
 - j. Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Seller and the Purchaser.
 - k. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.
 - l. Entire Agreement. This Agreement, together with all exhibits and schedules hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the parties with respect to the subject matter hereof.
 - m. Further Assurances. From and after the date of this Agreement, upon the reasonable request of the Purchaser, the Seller shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of November 3, 2017.

HIGHLAND CAPITAL MANAGEMENT,
L.P.

By: Strand Advisors, Inc., its General
Partner

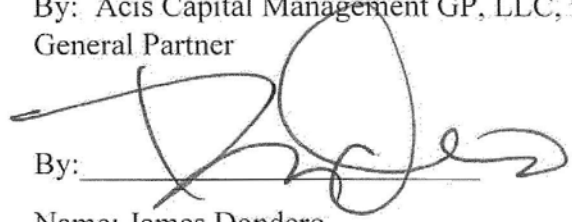
By: 

Name: James Dondero

Title: President

ACIS CAPITAL MANAGEMENT, L.P.

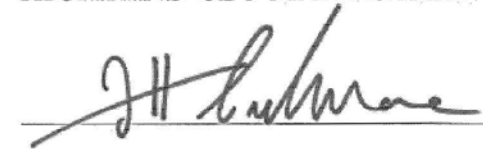
By: Acis Capital Management GP, LLC, its
General Partner

By: 

Name: James Dondero

Title: President

HIGHLAND CLO MANAGEMENT, LTD.



For and on behalf of Summit Management,
Limited

Director

EXHIBIT 6

**APPENDIX IN SUPPORT OF HIGHLAND CLO MANAGEMENT, LTD.'S
RESPONSE TO ACIS CAPITAL MANAGEMENT, L.P.'S MOTION TO INTERVENE**

SETTLEMENT AGREEMENT

This Settlement Agreement, including all attachments, (the “Agreement”) is entered into as of September 9, 2020, by and among (i) Highland Capital Management, L.P. (“HCMLP”); (ii) Acis Capital Management, L.P. (“Acis LP”); (iii) Acis Capital Management GP LLC (“Acis GP” and together with Acis LP, “Acis”); (iv) Joshua N. Terry, individually and for the benefit of his individual retirement accounts, and (v) Jennifer G. Terry, individually and for the benefit of her individual retirement accounts and as trustee of the Terry Family 401-K Plan

Each of the foregoing are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, on August 3, 2020, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered an *Order Directing Mediation* [Docket No. 912] pursuant to which HCMLP, Acis Capital Management L.P., and Acis Capital Management GP, LLC (together, the “Mediation Parties”), among others, were directed to mediate their disputes before Retired Judge Allan Gropper and Sylvia Mayer (together, the “Mediators”); and

WHEREAS, during the mediation, the Mediators made an economic proposal to resolve the Claims (the “Mediators’ Economic Proposal”), and each of the Mediation Parties accepted the Mediators’ Economic Proposal; and

WHEREAS, the Parties have negotiated and executed that certain General Release, dated as of even date herewith (the “Release”),¹ which, among other things, releases the Acis Released Claims and the HCMLP Released Claims; and

WHEREAS, the Parties desire to enter into this Agreement which incorporates, formalizes, and finalizes the Mediators’ Economic Proposal and which, when combined with the Release, will fully and finally resolve the Claims; and

WHEREAS, this Agreement and the Release attached hereto will be presented to the Bankruptcy Court for approval pursuant to Federal Rule of Bankruptcy Procedure 9019 (“Rule 9019”);

NOW THEREFORE, in consideration of the above recitals, the covenants, conditions, and promises made herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Settlement of Claims.** In full and complete satisfaction of the Claims:

(a) The proof of claim filed by Acis in the HCMLP Bankruptcy Case on December 31, 2019 [Claim No. 23] will be allowed in the amount of \$23,000,000 as a general unsecured claim;

¹ All capitalized terms used but not defined herein have the meanings given to them in the Release.

(b) On the effective date of a plan of reorganization and confirmed by the Bankruptcy Court, HCMLP will pay in cash to:

(i) Joshua N. Terry and Jennifer G. Terry \$425,000, plus 10% simple interest (calculated on the basis of a 360-day year from and including June 30, 2016), in full and complete satisfaction of the proof of claim filed in the HCMLP Bankruptcy Case by Joshua N. Terry and Jennifer G. Terry on April 8, 2020 [Claim No. 156];

(ii) Acis LP \$97,000, which amount represents the legal fees incurred by Acis LP with respect to *NWCC, LLC v. Highland CLO Management, LLC, et al.*, Index No. 654195-2018 (N.Y. Sup. Ct. 2018), in full and complete satisfaction of the proof of claim filed by Acis LP in the HCMLP Bankruptcy Case on April 8, 2020 [Claim No. 159];

(iii) Joshua N. Terry \$355,000 in full and complete satisfaction of the legal fees assessed against Highland CLO Funding, Ltd., in *Highland CLO Funding v. Joshua Terry*, [No Case Number], pending in the Royal Court of the Island of Guernsey;

(c) On the effective date of a plan of reorganization proposed by HCMLP and confirmed by the Bankruptcy Court, if HCMLP receives written advice of nationally recognized external counsel that it is legally permissible consistent with HCMLP's contractual and legal duties to transfer all of its direct and indirect right, title and interest in Highland HCF Advisor, Ltd. to Acis or its nominee and that doing so would not reasonably subject HCMLP to liability, HCMLP shall transfer all of its right, title and interest in Highland HCF Advisor, Ltd., whether its ownership is direct or indirect, to Acis or its nominee, subject at all times to Acis's right to unilaterally reject the transfer in its sole and absolute discretion;

(d) Within five (5) days of the Agreement Effective Date, HCMLP shall:

(i) Move to withdraw, with prejudice, its proof of claim [Claim No. 27] filed in *In re Acis Capital Management, L.P.*, Case No. 18-30264-sgj11 (Bankr. N.D. Tex. 2018), and its proof of claim [Claim No. 13] filed in *In re Acis Capital Management GP, LLC*, Case No. 18-30265-sgj11 (Bankr. N.D. Tex. 2018);

(ii) Move to withdraw, with prejudice, Highland Capital Management, L.P.'s Application for Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b) filed in the Acis Bankruptcy Case [Docket No. 772];

(e) At all times after the execution of this Agreement:

(i) Only to the extent reasonably necessary to maintain the status quo in the Acis Appeals, the Parties shall cooperate in seeking to abate or otherwise stay the Acis Appeals vis-à-vis the Parties pending the occurrence of the Agreement Effective Date; and

(ii) HCMLP shall cooperate in good faith to promptly return to Acis all property of Acis that is in HCMLP's possession, custody, or control, including but not limited to e-mail communications.

2. **Releases.** The Release is (a) attached to this Agreement as **Appendix A**; (b) an integral component of the Mediator's Economic Proposal and (c) incorporated by reference into this Agreement as if fully set forth herein.

3. **Agreement Subject to Bankruptcy Court Approval.**

(a) The effectiveness of this Agreement and the Parties' obligations hereunder are conditioned in all respects on the approval of this Agreement and the Release by the Bankruptcy Court. The Parties agree to use reasonable efforts to have this Agreement and the Release expeditiously approved by the Bankruptcy Court by cooperating in the preparation and prosecution of a mutually agreeable motion and proposed order. The "Agreement Effective Date" will be the date of an order entered by the Bankruptcy Court approving this Agreement pursuant to a motion filed under Rule 9019.

(b) The Parties acknowledge and agree that the terms and conditions of this Agreement are conditioned, in all respects, on the execution of the Release by the Parties and the approval of the Release and this Agreement by the Bankruptcy Court. If either the Release or this Settlement Agreement are not approved by the Bankruptcy Court for any reason, this Agreement and the Release will be immediately null and void and of no further force and effect.

4. **Representations and Warranties.** Subject in all respects to Section 3, each Party represents and warrants to the other Party that such Party is fully authorized to enter into and perform the terms of this Agreement and that, as of the Agreement Effective Date, this Agreement and the Release will be fully binding upon each Party in accordance with their terms.

5. **No Admission of Liability.** The Parties acknowledge that there is a bona fide dispute with respect to the Claims. Nothing in this Agreement will imply, an admission of liability, fault or wrongdoing by HCMLP, the Acis Parties, or any other person, and the execution of this Agreement does not constitute an admission of liability, fault, or wrongdoing on the part of HCMLP, the Acis Parties, or any other person.

6. **Successors-in-Interest.** This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and their representatives, successors, and assigns, including but not limited to any Chapter 7 trustee appointed for HCMLP.

7. **Notice.** Each notice and other communication hereunder will be in writing and will be sent by email and delivered or mailed by registered mail, receipt requested, and will be deemed to have been given on the date of its delivery, if delivered, and on the fifth full business day following the date of the mailing, if mailed to each of the Parties thereto at the following respective addresses or such other address as may be specified in any notice delivered or mailed as set forth below:

Acis

Acis Capital Management, LP
4514 Cole Avenue
Suite 600
Dallas, Texas 75205

Attention: Joshua N. Terry
Email: josh@aciscm.com

with a copy (which shall not constitute notice) to:

ROGGE DUNN GROUP, P.C.
500 N. Akard Street, Suite 1900
Dallas, Texas 75201
Attention: Brian P. Shaw
Telephone No.: 214.239.2707
E-mail: shaw@roggedunngroup.com

Joshua N. Terry and Jennifer G. Terry

25 Highland Park Village, Suite 100-848
Dallas TX 75205
Attention: Joshua N. Terry
Email: joshuanterry@gmail.com

with a copy (which shall not constitute notice) to:

ROGGE DUNN GROUP, P.C.
500 N. Akard Street, Suite 1900
Dallas, Texas 75201
Attention: Brian P. Shaw
Telephone No.: 214.239.2707
E-mail: shaw@roggedunngroup.com

HCMLP

Highland Capital Management, L.P.
300 Crescent Court, Suite 700
Dallas, Texas 75201
Attention: Legal Department
Telephone No.: 972-628-4100
Facsimile No.: 972-628-4147
E-mail: notices@HighlandCapital.com

with a copy (which shall not constitute notice) to:

Pachulski Stang Ziehl & Jones LLP
Attention: Jeffrey Pomerantz, Esq.
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone No.: 310-277-6910

Facsimile No.: 310-201-0760
E-mail: jpomerantz@pszjlaw.com

8. **Advice of Counsel.** Each of the Parties represents that such Party has: (a) been adequately represented by independent legal counsel of its own choice, throughout all of the negotiations that preceded the execution of this Agreement; (b) executed this Agreement upon the advice of such counsel; (c) read this Agreement, and understands and assents to all the terms and conditions contained herein without any reservations; and (d) had the opportunity to have this Agreement and all the terms and conditions contained herein explained by independent counsel, who has answered any and all questions asked of such counsel, or which could have been asked of such counsel, including, but not limited to, with regard to the meaning and effect of any of the provisions of this Agreement.

9. **Entire Agreement.** This Agreement contains the entire agreement and understanding concerning the subject matter of this Agreement, and supersedes and replaces all prior negotiations and agreements, written or oral and executed or unexecuted, concerning such subject matter. Each of the Parties acknowledges that no other Party, nor any agent of or attorney for any such Party, has made any promise, representation or warranty, express or implied, written or oral, not otherwise contained in this Agreement to induce any Party to execute this Agreement. The Parties further acknowledge that they are not executing this Agreement in reliance on any promise, representation or warranty not contained in this Agreement, and that any such reliance would be unreasonable. This Agreement will not be waived or modified except by an agreement in writing signed by each Party or duly authorized representative of each Party.

10. **No Party Deemed Drafter.** The Parties acknowledge that the terms of this Agreement are contractual and are the result of arms'-length negotiations between the Parties and their chosen counsel. Each Party and its counsel cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, the Agreement will not be construed against any Party.

11. **Future Cooperation.** The Parties agree to cooperate and execute such further documentation as is reasonably necessary to effectuate the intent of this Agreement.

12. **Counterparts.** This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document. Each Party's signature hereto will signify acceptance of, and agreement to, the terms and provisions contained in this Agreement. Photographic, electronic, and facsimile copies of signed counterparts may be used in lieu of the originals of this Agreement for any purpose.

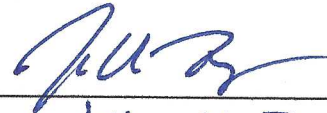
13. **Governing Law; Venue; Attorneys' Fees and Costs.** The Parties agree that this Agreement will be governed by and will be construed according to the laws of the State of Texas without regard to conflict-of-law principles. Each of the Parties hereby submits to the exclusive jurisdiction of the Bankruptcy Court during the pendency of the HCMLP Bankruptcy Case and thereafter to the exclusive jurisdiction of the state and federal courts located in the Northern District of Texas, Dallas Division, with respect to any disputes arising from or out of this

Agreement. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable and necessary attorneys' fees and costs (including experts).


[Remainder of Page Intentionally Blank]

IT IS HEREBY AGREED.


ACIS CAPITAL MANAGEMENT, L.P.

By: 
Name: Joshua N. Terry
Its: President


ACIS CAPITAL MANAGEMENT GP LLC

By: 
Name: Joshua N. Terry
Its: President

JOSHUA N. TERRY

By: 
Name: Joshua N. Terry
Its: Self

JENNIFER G. TERRY

By: 
Name: Jennifer G. Terry
Its: Self

HIGHLAND CAPITAL MANAGEMENT, L.P.

By: _____
Name: _____
Its: _____

IT IS HEREBY AGREED.

ACIS CAPITAL MANAGEMENT, L.P.

By: _____
Name: _____
Its: _____

ACIS CAPITAL MANAGEMENT GP LLC

By: _____
Name: _____
Its: _____

JOSHUA N. TERRY

By: _____
Name: _____
Its: _____

JENNIFER G. TERRY

By: _____
Name: _____
Its: _____

HIGHLAND CAPITAL MANAGEMENT, L.P.


By: 
Name: JAMES P. SCURRY, JR
Its: CEO/CO

EXHIBIT 7

**APPENDIX IN SUPPORT OF HIGHLAND CLO MANAGEMENT, LTD.'S
RESPONSE TO ACIS CAPITAL MANAGEMENT, L.P.'S MOTION TO INTERVENE**

GENERAL RELEASE

This GENERAL RELEASE (this “Release”), effective on the Effective Date (as defined below), is entered into by and among (i) Highland Capital Management, L.P. (“HCMLP”), (ii) Joshua N. Terry, individually and for the benefit of his individual retirement accounts, Jennifer G. Terry, individually and for the benefit of her individual retirement accounts and as trustee of the Terry Family 401-K Plan (collectively, the “Terry Parties”), (iii) Acis Capital Management L.P., and Acis Capital Management GP, LLC (collectively, “Acis”) (the Terry Parties and Acis, collectively, the “Acis Parties”), and (iii) those HCMLP Specified Parties (as defined below) who execute this Release (together, the “Parties”).

RECITALS

WHEREAS, the Parties have asserted or may assert claims that are defined in Section 1 below as the “Acis Released Claims” and the “HCMLP Released Claims” (collectively, the “Claims”); and

WHEREAS, on August 3, 2020, the United States Bankruptcy Court for the Northern District of Texas (the “Court”) entered an *Order Directing Mediation* [Docket No. 912] pursuant to which HCMLP, Acis Capital Management L.P., and Acis Capital Management GP, LLC (together, the “Mediation Parties”), among others, were directed to mediate their disputes before Retired Judge Allan Gropper and Sylvia Mayer (together, the “Mediators”); and

WHEREAS, during the mediation, the Mediators made an economic proposal to resolve the Claims (the “Mediators’ Economic Proposal”), and each of the Mediation Parties accepted the Mediators’ Economic Proposal; and

WHEREAS, the Parties desire to enter into a general release of all Claims which, when combined with the Mediators’ Economic Proposal, will fully and finally resolve the Claims; and

WHEREAS, except in Section 1.c below, this is a general release, meaning the Parties intend hereby to release any and all Claims which the Parties can release, and the Parties are unaware of any Claims between them which are not being released herein; and

WHEREAS, this Release will be appended or otherwise incorporated into a written settlement agreement (the “Settlement Agreement”) that will include the terms of the Mediators’ Economic Proposal and will be presented to the Court for approval pursuant to Federal Rule of Bankruptcy Procedure 9019 (“Rule 9019”), and is only effective upon the Effective Date.

NOW, THEREFORE, after good-faith, arms-length negotiations, and in consideration of the promises made herein and in the Mediators’ Economic Proposal, the Parties agree to release each other pursuant to and in accordance with the terms and conditions set forth below.

AGREEMENT

1. Releases.

a. Upon the Effective Date, and to the maximum extent permitted by law, and except as set forth in Section 1d below, each of the Acis Parties on behalf of himself, herself, or itself and each of their respective current or former advisors, trustees, directors, officers, managers, members, partners, employees, beneficiaries, shareholders, agents, participants, subsidiaries, parents, affiliates, successors, designees, and assigns hereby forever, finally, fully, unconditionally, and completely releases, relieves, acquits, remises, and exonerates, and covenants never to sue, (A)(i) HCMLP; (ii) Strand; (iii) any entity of which greater than fifty percent of the voting ownership is held directly or indirectly by HCMLP and any entity otherwise controlled by HCMLP; and (iv) any entity managed by either HCMLP or a direct or indirect subsidiary of HCMLP (the foregoing (A)(i) through (A)(iv) the “HCMLP Entities”) and (B) with respect to each such HCMLP Entity, such HCMLP Entity’s respective current advisors, trustees, directors, officers, managers, members, partners, current or former employees, beneficiaries, shareholders, agents, participants, subsidiaries, parents, affiliates, successors, designees, and assigns, except as expressly set forth below (the “HCMLP Parties,” and together with the HCMLP Entities, the “HCMLP Released Parties”), for and from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, liens, losses, costs and expenses (including, without limitation, attorney’s fees and related costs), damages, injuries, suits, actions, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, contingent or fixed, at law or in equity, statutory or otherwise, including, without limitation, any claims, defenses, and affirmative defenses, whether known or unknown, including, without limitation, those which were or could have been asserted in, in connection with, or with respect to the Filed Cases, including the proofs of claim [Claim No. 23; 156; 159] filed by the Acis Parties in the HCMLP Bankruptcy Case and any objections or potential objections to the Plan or the confirmation thereof (collectively, the “Acis Released Claims”). This release is intended to be general. Notwithstanding anything contained herein to the contrary, the term HCMLP Released Parties **shall not** include NexPoint Advisors (and any of its subsidiaries), the Charitable Donor Advised Fund, L.P. (and any of its subsidiaries, including CLO Holdco, Ltd.), Highland CLO Funding, Ltd. (and any of its subsidiaries), NexBank, SSB (and any of its subsidiaries), James Dondero, Hunter Mountain Investment Trust (or any trustee acting for the trust), Dugaboy Investment Trust (or any trustee acting for the trust), Grant Scott, David Simek, William Scott, Heather Bestwick, Mark Okada and his family trusts (and the trustees for such trusts in their representative capacities), McKool Smith, PC, Gary Cruciani, Lackey Hershman, LLP, Jamie Welton, or Paul Lackey.

b. Upon the Effective Date, and to the maximum extent permitted by law, each HCMLP Released Party hereby forever, finally, fully, unconditionally, and completely releases, relieves, acquits, remises, and exonerates, and covenants never to sue the (A) Acis Parties, (B) Acis CLO 2013-1Ltd., Acis CLO 2014-3 Ltd., Acis CLO 2014-4 Ltd., Acis CLO 2014-5 Ltd., Acis CLO 2015-6 Ltd. (collectively, the “Acis CLOs”), and (C) with respect to each such Acis Party and Acis CLO, to the extent applicable, such Acis Party and Acis CLO, their respective current advisors, trustees, directors, officers, managers, members, partners, current or former employees, beneficiaries, shareholders, agents, participants, subsidiaries, parents,

affiliates, successors, designees, and assigns (the foregoing (A), (B), and (C), the “Acis Released Parties”), for and from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, liens, losses, costs and expenses (including, without limitation, attorney’s fees and related costs), damages, injuries, suits, actions, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, contingent or fixed, at law or in equity, statutory or otherwise, including, without limitation, any claims, defenses, and affirmative defenses, whether known or unknown, which were or could have been asserted in, in connection with, or with respect to the Filed Cases (collectively, the “HCMLP Released Claims”). This release is intended to be general. Notwithstanding anything contained herein to the contrary, this Section 1.b will not affect any right to payment under any notes, debt, equity, or other security issued by any Acis CLO and held by any HCMLP Released Party.

c. The HCMLP Released Parties shall also hereby forever, finally, fully, unconditionally, and completely release, relieve, acquit, remise, and exonerate, and covenant never to sue (A) U.S. Bank National Association, Moody’s Investor Services, Inc., and Brigade Capital Management, Inc. and (B) with respect to each such DAF Suit Defendant, to the extent applicable, such DAF Suit Defendant, their respective current advisors, trustees, directors, officers, managers, members, partners, current or former employees, beneficiaries, shareholders, agents, participants, subsidiaries, parents, affiliates, successors, designees, and assigns (the foregoing (A) and (B), the “DAF Suit Defendants”), for and from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, liens, losses, costs and expenses (including, without limitation, attorney’s fees and related costs), damages, injuries, suits, actions, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, contingent or fixed, at law or in equity, statutory or otherwise, which were or could have been asserted in, in connection with, or with respect to the DAF Lawsuits. This release is not intended to be general.

d. Notwithstanding anything herein to the contrary, if (A) any HCMLP Specified Party has not executed this Release on or before the Effective Date or (B) any HCMLP Released Party, including any HCMLP Specified Party, (i) sues, attempts to sue, or threatens or works with or assists any entity or person to sue, attempt to sue, or threaten any Acis Released Party on or in connection with any HCMLP Released Claim or any other claim or cause of action arising prior to the date of this Release, (ii) takes any action that, in HCMLP’s reasonable judgment, impairs or harms the value of HCMLP, its estate, and its assets; or (iii) in HCMLP’s reasonable judgment fails to use commercially reasonable efforts to support confirmation of the Plan and/or the monetization of HCMLP’s assets at their maximum value, then (a) such HCMLP Released Party (and only such HCMLP Released Party) will be deemed to have waived (x) the release and all other protections set forth in Section 1a hereof and will have no further rights, duties, or protections under this Release and (y) any releases set forth in the Plan, (b) the Acis Released Parties, as applicable, may, in their discretion, assert any and all Acis Released Claims against such HCMLP Released Party (and only such HCMLP Released Party), and (c) any statutes of limitation or other similar defenses are tolled against such HCMLP Released Party (and only such HCMLP Released Party) from the execution of this Release until ninety (90) days after the Acis Released Parties receive actual written notice of any violation of this Section 1d. For the avoidance of doubt, by signing this Release each of the HCMLP Specified Parties is

acknowledging and agreeing, without limitation, to the terms of this Section 1.d and the tolling agreement set forth herein.

2. Withdrawal/Dismissal of Filed Cases. Within five days of the Effective Date, each Acis Released Party and HCMLP Released Party, to the extent applicable, will coordinate to cause the Filed Cases, including any appeals of any Filed Cases, to be dismissed with prejudice as to any Acis Released Party or HCMLP Released Party; *provided, however*, that there is no obligation to dismiss or withdraw the HCMLP Bankruptcy Case. For the avoidance of doubt, and consistent with this Section, (a) if HCMLP receives written advice of nationally recognized external counsel that it is legally permissible consistent with HCMLP's contractual and legal duties to direct Neutra, Ltd. to move to dismiss all of their appeals arising from the Acis Bankruptcy and that doing so would not reasonably subject HCMLP to liability, HCMLP shall direct Neutra, Ltd. to move to dismiss all of their appeals arising from the Acis Bankruptcy and (b) Acis shall move to dismiss with prejudice its claims against HCMLP asserted in any adversary proceeding in the Acis Bankruptcy Case. To the extent reasonably necessary to maintain the status quo in the Filed Cases, including any appeals thereof, prior to the Effective Date, each Acis Released Party and HCMLP Released Party shall reasonably cooperate in seeking to abate or otherwise stay the Filed Cases vis-à-vis the Parties.

3. Representations and Warranties.

a. Each of the Acis Parties represents and warrants to each of the HCMLP Released Parties and each of the HCMLP Specified Parties who have signed this Release that (a) he, she or it has full authority to release the Acis Released Claims and has not sold, transferred, or assigned any Acis Released Claim to any other person or entity, and that (b) to the best of his, her or its current knowledge, no person or entity other than the Acis Parties has been, is, or will be authorized to bring, pursue, or enforce any Acis Released Claim on behalf of, for the benefit of, or in the name of (whether directly or derivatively) any of the Acis Parties.

b. Each of HCMLP and each HCMLP Specified Party who has signed this Release represents and warrants to each of the Acis Parties that he, she or it has not sold, transferred, pledged, assigned or hypothecated any HCMLP Released Claim to any other person or entity.

c. Each HCMLP Specified Party and each of HCMLP and Strand represents and warrants to each of the Acis Parties that he, she, or it has full authority to release any HCMLP Released Claims that such HCMLP Specified Party, HCMLP, or Strand personally has against any Acis Party.

d. HCMLP represents and warrants that it is releasing the HCMLP Released Claims on behalf of the HCMLP Entities to the maximum extent permitted by any contractual or other legal rights HCMLP possesses. To the extent any of the HCMLP Entities dispute HCMLP's right to release the HCMLP Released Claims on behalf of any of the HCMLP Entities, HCMLP shall use commercially reasonable efforts to support the Acis Parties' position, if any, that such claims were released herein. For the avoidance of doubt, HCMLP will have no obligations to assist the Acis Parties under this Section if HCMLP has been advised by external counsel that such assistance could subject HCMLP to liability to any third party or if such

assistance would require HCMLP to expend material amounts of time or money. HCMLP shall not argue in any forum that the non-signatory status of any of the HCMLP Entities to this Release shall in any way affect the enforceability of this Release vis-à-vis any of the HCMLP Entities. The Parties agree that all of the HCMLP Entities are intended third-party beneficiaries of this Release.

Notwithstanding anything herein to the contrary, the Acis Parties acknowledge and agree that their sole and exclusive remedy for the breach of the foregoing Sections 3b, 3c, and 3d will be that set forth in Section 1.d hereof.

4. Additional Definitions.

a. “Acis Bankruptcy Case” means, collectively, *In re Acis Capital Management, L.P.*, Case No. 18-30264-sgj11 (Bankr. N.D. Tex. 2018) and *In re Acis Capital Management GP, LLC*, Case No. 18-30265-sgj11 (Bankr. N.D. Tex. 2018)

b. “DAF Lawsuits” means (a) Case No. 1:19-cv-09857-NRB; *The Charitable Donor Advised Fund, L.P. v. U.S. Bank National Association, et al*, formerly pending in the United States District Court for the Southern District of New York; and (b) Case No. 1:20-cv-01036-LGS; *The Charitable Donor Advised Fund, L.P. and CLO Holdco, Ltd. v. U.S. Bank National Association, et al*, formerly pending in the United States District Court for the Southern District of New York.

c. “Effective Date” means the date of an order of the Court approving the Settlement Agreement pursuant to a motion filed under Rule 9019.

d. “Filed Cases” means (a) the HCMLP Bankruptcy Case, (b) *Acis Capital Management, L.P., et al. v. Highland Capital Management, L.P., et al*, Case No. 18-03078 (Bankr. N.D. Tex. 2018); (c) *Motion for Relief from the Automatic Stay to Allow Pursuit of Motion for Order to Show Cause for Violations of the Acis Plan Injunction*, Case No. 19-34054-sgj-11 [Docket No. 593] (Bankr. N.D. Tex. 2020); (d) *Joshua and Jennifer Terry v. Highland Capital Management, L.P., James Dondero and Thomas Surgent*, Case No. DC-16-11396, pending in the 162nd District Court of Dallas County Texas; (e) *Acis Capital Management, L.P., et al v. James Dondero, et al.*, Case No. 20-0360 (Bankruptcy N.D. Tex. 2020); (f) *Acis Capital Management, L.P., et al v. Gary Cruciani, et al.*, Case No. DC-20-05534, pending in the 162nd District Court of Dallas County Texas; (g) *Highland CLO Funding v. Joshua Terry*, [No Case Number], pending in the Royal Court of the Island of Guernsey; and (h) the Acis Bankruptcy Case.

e. “HCMLP Bankruptcy Case” means *In re Highland Capital Management, L.P.*, Case No. 19-34054-sgj11 (Bankr. N.D. Tex. 2019).

f. “HCMLP Specified Party” means Scott Ellington, Isaac Leventon, Thomas Surgent, Frank Waterhouse, Jean Paul Sevilla, David Klos, Kristin Hendrix, Timothy Cournoyer, Stephanie Vitiello, Katie Irving, Jon Poglitsch, or Hunter Covitz. For the avoidance of doubt, each HCMLP Specified Party is a HCMLP Released Party.

g. “Plan” means the *Plan of Reorganization of Highland Capital Management, L.P.*, filed in the HCMLP Bankruptcy Case [Docket No. 956] as may be amended or restated.

h. “Strand” means Strand Advisors, Inc.

5. Miscellaneous.

a. For the avoidance of doubt, all rights, duties, and obligations of any HCMLP Released Party or Acis Released Party created by this Release or the Settlement Agreement shall survive its execution.

b. This Release, together with the Settlement Agreement and any exhibits thereto, contains the entire agreement between the Parties as to its subject matter and supersedes and replaces any and all prior agreements and undertakings between the Parties relating thereto.

c. This Release may not be modified other than by a signed writing executed by the Parties.

d. The effectiveness of this Release is subject in all respects to entry of an order of the Court approving this Release and the Settlement Agreement and authorizing HCMLP’s execution thereof.

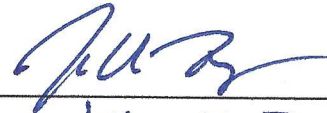
e. This Release may be executed in counterparts (including facsimile and electronic transmission counterparts), each of which will be deemed an original but all of which together constitute one and the same instrument, and shall be effective against a Party upon the Effective Date.

f. This Release will be exclusively governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its conflicts of law principles, and all claims relating to or arising out of this Release, or the breach thereof, whether sounding in contract, tort, or otherwise, will likewise be governed by the laws of the State of Texas, excluding Texas’s conflicts of law principles. The Court will retain exclusive jurisdiction over all disputes relating to this Release. In any action to enforce this Release, the prevailing party shall be entitled to recover its reasonable and necessary attorneys’ fees and costs (including experts).


[SIGNATURE PAGE FOLLOWS]

IT IS HEREBY AGREED.


ACIS CAPITAL MANAGEMENT, L.P.

By: 
Name: Joshua N. Terry
Its: President

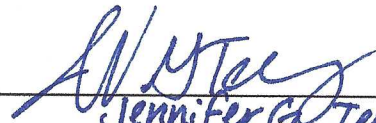
ACIS CAPITAL MANAGEMENT GP LLC

By: 
Name: Joshua N. Terry
Its: President

JOSHUA N. TERRY

By: 
Name: Joshua N. Terry
Its: Self

JENNIFER G. TERRY

By: 
Name: Jennifer G. Terry
Its: Self

HIGHLAND CAPITAL MANAGEMENT, L.P.

By: _____
Name: _____
Its: _____

IT IS HEREBY AGREED.

ACIS CAPITAL MANAGEMENT, L.P.

By: _____
Name: _____
Its: _____

ACIS CAPITAL MANAGEMENT GP LLC

By: _____
Name: _____
Its: _____

JOSHUA N. TERRY

By: _____
Name: _____
Its: _____

JENNIFER G. TERRY

By: _____
Name: _____
Its: _____

HIGHLAND CAPITAL MANAGEMENT, L.P.

By: _____
Name: James P. Seery, Jr.
Its: CEO/CFO

HCMLP SPECIFIED PARTIES

SCOTT ELLINGTON

ISAAC LEVENTON

THOMAS SURGENT

FRANK WATERHOUSE

JEAN PAUL SEVILLA

DAVID KLOS

KRISTIN HENDRIX

TIMOTHY COURNOYER

STEPHANIE VITIELLO

KATIE IRVING

JON POGLITSCH

HUNTER COVITZ

EXHIBIT 8

**APPENDIX IN SUPPORT OF HIGHLAND CLO MANAGEMENT, LTD.'S
RESPONSE TO ACIS CAPITAL MANAGEMENT, L.P.'S MOTION TO INTERVENE**

Rakhee V. Patel – State Bar No. 00797213
 Phillip Lamberson – State Bar No. 00794134
 Jason A. Enright – State Bar No. 24087475
 Annmarie Chiarello – State Bar No. 24097496
WINSTEAD PC
 500 Winstead Building
 2728 N. Harwood Street
 Dallas, Texas 75201
 Telephone: (214) 745-5400
 Facsimile: (214) 745-5390
 rpatel@winstead.com
 plamberson@winstead.com
 jenright@winstead.com
 achiarello@winstead.com

Brian P. Shaw – State Bar No. 24053473
ROGGE DUNN GROUP, PC
 500 N. Akard St., Suite 1900
 Dallas, Texas 75201
 Telephone: (214) 888-5000
 Facsimile: (214) 220-3833
 shaw@roggedunnngroup.com

COUNSEL FOR REORGANIZED DEBTORS

**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE NORTHERN DISTRICT OF TEXAS
 DALLAS DIVISION**

In re:	§	Case No. 18-30264-SGJ-11
	§	Case No. 18-30265-SGJ-11
ACIS CAPITAL MANAGEMENT, L.P., ACIS CAPITAL MANAGEMENT GP, LLC,	§	(Jointly Administered Under Case No. 18-30264-SGJ-11)
	§	Chapter 11
Debtors.	§	

ACIS CAPITAL MANAGEMENT, L.P., ACIS CAPITAL MANAGEMENT GP, LLC, Reorganized Debtors,	§	
	§	
Plaintiffs,	§	Adversary No. 18-03078
	§	(Consolidated with Adversary Nos. 18-03212 & 19-03103)
vs.	§	
HIGHLAND CAPITAL MANAGEMENT, L.P., HIGHLAND CLO FUNDING, LTD. F/K/A ACIS LOAN FUNDING, LTD., HIGHLAND HCF ADVISOR, LTD., HIGHLAND CLO MANAGEMENT, LTD., and HIGHLAND CLO HOLDINGS, LTD	§	
	§	
Defendants.	§	

PLAINTIFFS' UNOPPOSED MOTION TO DISMISS LESS THAN ALL DEFENDANTS

Acis Capital Management, L.P. ("Acis LP") and Acis Capital Management GP, LLC ("Acis GP") together with Acis LP, the "Reorganized Debtors" or "Acis") the reorganized debtors in the above-styled and jointly administered bankruptcy cases, and Plaintiffs in the in the above-styled adversary proceeding, file this *Unopposed Motion to Dismiss Less than All Defendants*, and respectfully state as follows:

1. Pursuant to Federal Rule of Bankruptcy Procedure 7041, Acis hereby requests the Court enter an order dismissing with prejudice all of the claims that were brought, or could have been brought, by and between Acis and Defendants Highland Capital Management, L.P., Highland HCF Advisor, Ltd, Highland CLO Management, Ltd., and Highland CLO Holdings, Ltd. (collectively the "Highland Released Parties"). The Highland Released Parties, for their part, request dismissal of any and all claims asserted, or that could have been asserted, against Acis, including but not limited to the pre-petition, gap and administrative claims asserted by Highland Capital Management, L.P. against Acis, the adjudication of which had been consolidated in this adversary proceeding. The parties have agreed to respectively bear their own attorneys' fees and costs of court.

2. This requested dismissal shall have no effect on the claims of any Defendant other than the Highland Released Parties.

DATED: November 3, 2020

[remainder of page intentionally left blank]

Respectfully submitted,

By: Brian P. Shaw

Rakhee V. Patel
State Bar No. 00797213
Phillip Lamberson
State Bar No. 00794134
Jason A. Enright
State Bar No. 24087475
Annmarie Chiarello
State Bar No. 24097496
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rpatel@winstead.com
plamberson@winstead.com
jenright@winstead.com
achiarello@winstead.com

-and-

Brian P. Shaw
State Bar No. 24053473
ROGGE DUNN GROUP, PC
500 N. Akard Street, Suite 1900
Dallas, Texas 75201
Telephone: (214) 888-5000
Facsimile: (214) 220-3833
shaw@roggedunngruop.com

**COUNSEL FOR REORGANIZED
DEBTORS**

CERTIFICATE OF CONFERENCE

I hereby certify that I conferred with counsel for the Highland Released Parties, who stated that they are unopposed to the relief sought in and approve of the form of this Motion.

Brian P. Shaw
BRIAN P. SHAW

CERTIFICATE OF SERVICE

I hereby certify that on November 3, 2020, notice of this document will be electronically mailed to the parties that are registered or otherwise entitled to receive electronic notices in this adversary proceeding pursuant to the Electronic Filing Procedures in this District.

Brian P. Shaw
BRIAN P. SHAW

EXHIBIT 9

**APPENDIX IN SUPPORT OF HIGHLAND CLO MANAGEMENT, LTD.'S
RESPONSE TO ACIS CAPITAL MANAGEMENT, L.P.'S MOTION TO INTERVENE**



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

United States Bankruptcy Judge

Signed November 6, 2020

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Case No. 18-30264-SGJ-11
	§	Case No. 18-30265-SGJ-11
ACIS CAPITAL MANAGEMENT, L.P., ACIS CAPITAL MANAGEMENT GP, LLC,	§	(Jointly Administered Under Case No. 18-30264-SGJ-11)
	§	
Debtors.	§	Chapter 11
	§	

ACIS CAPITAL MANAGEMENT, L.P., ACIS CAPITAL MANAGEMENT GP, LLC, Reorganized Debtors,	§	
	§	
Plaintiffs,	§	Adversary No. 18-03078
	§	
vs.	§	(Consolidated with Adversary Nos. 18-03212 & 19-03103)
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P., HIGHLAND CLO FUNDING, LTD. F/K/A ACIS LOAN FUNDING, LTD., HIGHLAND HCF ADVISOR, LTD., HIGHLAND CLO MANAGEMENT, LTD., and HIGHLAND CLO HOLDINGS, LTD	§	
	§	
Defendants.	§	
	§	

ORDER DISMISSING LESS THAN ALL DEFENDANTS

Upon the *Motion to Dismiss Less Than All Defendants* [Docket No. 215] (the “Motion”)¹ filed by the above-captioned Plaintiffs; this Court having reviewed the Motion, any and all other documents filed in support of or in opposition to the Motion; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT**:

1. The Motion is **GRANTED**.
2. All of claims that were brought, or could have been brought, by and between Acis and Defendants Highland Capital Management, L.P., Highland HCF Advisor, Ltd, Highland CLO Management, Ltd., and Highland CLO Holdings, Ltd. (collectively the “Highland Released Parties”) are dismissed with prejudice to the re-filing of same. Acis and the Highland Released Parties shall respectively bear their own attorneys’ fees and costs of court.
3. The Court shall retain jurisdiction with respect to all matters arising from or relating to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

EXHIBIT 10

**APPENDIX IN SUPPORT OF HIGHLAND CLO MANAGEMENT, LTD.'S
RESPONSE TO ACIS CAPITAL MANAGEMENT, L.P.'S MOTION TO INTERVENE**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

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)	Case No. 19-34054-sgj-11
In Re:)	Chapter 11
)	
HIGHLAND CAPITAL)	Dallas, Texas
MANAGEMENT, L.P.,)	Tuesday, October 20, 2020
)	9:30 a.m. Docket
Debtor.)	
)	MOTIONS TO COMPROMISE
)	CONTROVERSY WITH ACIS CAPITAL
)	MANAGEMENT [1087] AND THE
)	REDEEMER COMMITTEE OF THE
)	HIGHLAND CRUSADER FUND [1089]
)	

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE STACEY G.C. JERNIGAN,
UNITED STATES BANKRUPTCY JUDGE.

WEBEX/TELEPHONIC APPEARANCES:

For the Debtor:	Ira D. Kharasch PACHULSKI STANG ZIEHL & JONES, LLP 10100 Santa Monica Blvd., 13th Floor Los Angeles, CA 90067 (310) 277-6910
For the Debtor:	John A. Morris Gregory V. Demo PACHULSKI STANG ZIEHL & JONES, LLP 780 Third Avenue, 34th Floor New York, NY 10017-2024 (212) 561-7700
For UBS Securities, LLC:	Andrew Clubok Sarah A. Tomkowiak LATHAM & WATKINS, LLP 555 Eleventh Street, NW, Suite 1000 Washington, DC 20004 (202) 637-2200

Seery - Direct

191

1 defenses, and certainly defenses that we put up in good faith,
2 but we had a lot of risk. And so when we went through each
3 count, we thought about the risks that the prior rulings of
4 the Court were in the Acis case and how that might affect our
5 own attempt to deflect our liability.

6 Some of them, we looked at and we thought those were
7 actually, if we could get that settlement as part of it, it
8 would be a pretty straightforward trade. So with respect to
9 an intercompany note that's about \$10 million, it was arguably
10 (inaudible) transferred from -- from Acis, it was transferred
11 -- its claim was it was transferred to Highland. Highland
12 paid on the note. It was actually transferred to an entity
13 that Highland owns and controls. That transfer was done
14 without consideration, was about \$10 million. We would have
15 been liable on that note.

16 We now believe that, for example, that one, we had very
17 little defense on other than a technical defense, and that we
18 would have -- we'd have -- not going to have any liability on
19 it because we effectively owe it to ourself, and now we
20 believe it can be recharacterized or should have been
21 recharacterized as equity in the first instance.

22 So, there are a number of provisions like that. And it's
23 a long complaint. There are a number of allegations that are
24 duplicative, but things like changing the fees. We thought
25 that you could argue that the fee change was a market change

1 connected. Okay. Thank you. Mr. Annable, that was worth it.
2 Okay?

3 MR. ANNABLE: Thank you, Your Honor.

4 THE CLERK: All rise.

5 (Proceedings concluded at 6:51 p.m.)

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CERTIFICATE

I certify that the foregoing is a correct transcript to the best of my ability from the electronic sound recording of the proceedings in the above-entitled matter.

/s/ Kathy Rehling

10/22/2020

Kathy Rehling, CETD-444
Certified Electronic Court Transcriber

Date

EXHIBIT 11

**APPENDIX IN SUPPORT OF HIGHLAND CLO MANAGEMENT, LTD.'S
RESPONSE TO ACIS CAPITAL MANAGEMENT, L.P.'S MOTION TO INTERVENE**

PACHULSKI STANG ZIEHL & JONES LLP
Jeffrey N. Pomerantz (CA Bar No.143717) (admitted pro hac vice)
John A. Morris (NY Bar No. 2405397) (admitted pro hac vice)
Gregory V. Demo (NY Bar 5371992) (admitted pro hac vice)
Hayley R. Winograd (NY Bar No. 5612569) (admitted pro hac vice)
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HAYWARD PLLC
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Zachery Z. Annable
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10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

Counsel for Highland Capital Management, L.P.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

HIGHLAND CAPITAL MANAGEMENT, L.P.,¹
Reorganized Debtor.

§ Chapter 11
§
§ Case No. 19-34054-sgj11
§
§ **Response Deadline: March 6,**
§ **2023 at 5:00 p.m. (CT)**
§
§

**HIGHLAND CAPITAL MANAGEMENT, L.P.’S OBJECTION TO SCHEDULED
CLAIMS 3.65 AND 3.66 OF HIGHLAND CLO MANAGEMENT, LTD.**

Pursuant to sections 502(a)-(d) and 558 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 3007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the reorganized debtor in the above-referenced bankruptcy case, Highland

¹ Highland’s last four digits of its taxpayer identification number are (8357). The headquarters and service address for Highland is 100 Crescent Court, Suite 1850, Dallas, TX 75201.



Capital Management, L.P. (as temporally required, referred to as “Highland” (the entity that existed before the Petition Date) or the “Debtor” (the entity that existed from the Petition Date until the Effective Date) or “Reorganized Highland” (the entity that came into existence upon the Effective Date)), hereby objects to scheduled claim numbers 3.65 and 3.66 (together, the “HCLOM Scheduled Claim”) carried on Schedule F of the Debtor’s Amended Schedules [see Docket No. 1082] with respect to Highland CLO Management, Ltd. (“HCLOM”).

Reorganized Highland respectfully submits that there are numerous bases for the disallowance of the HCLOM Scheduled Claim and represents as follows:

Preliminary Statement²

1. The HCLOM Scheduled Claim arises out of a note dated October 7, 2016 (the “Note”) executed by Highland in favor of Acis Capital Management, L.P. (“Acis”, and together with Highland and HCLOM, the “Parties”), then an affiliate of Highland, in the original amount of \$12,666,446.00, which was then purportedly assigned to HCLOM. The HCLOM Scheduled Claim should be disallowed because HCLOM provided no consideration for the Note and otherwise materially breached the Parties’ agreements, thereby relieving Highland of any obligation to perform under the Note.

2. The background facts are straight-forward. At all relevant times, Mr. Dondero controlled each of the Parties. Acis managed certain CLOs and received certain Servicer Fees in exchange. Since Acis had no employees of its own, Highland provided the services on behalf of Acis that enabled Acis to fulfill its obligations to the CLOs. In October 2016, Acis and Highland entered into the Purchase Agreement pursuant to which Highland tendered the Note to Acis in exchange for purported “Participation Interests” in Acis’ Servicer Fees over a specified

² Capitalized terms not defined in this Preliminary Statement shall have the meanings ascribed to them below.

period, less certain expenses. Highland and Acis appeared to perform their respective obligations under the Purchase Agreement through early November 2017.

3. In November 2017 (immediately after the Joshua Terry arbitration award was issued but before the Acis involuntary), Highland purportedly notified Acis that it was unwilling to continue to support Acis' management of the CLOs, leaving Acis unable to fulfill its obligations as the CLOs' manager. HCLOM, a newly-formed entity created to replace Acis, purportedly offered to step into the breach and serve as Acis' Successor Manager in exchange for an assignment of the Note. On November 3, 2017, the Parties executed the Assignment pursuant to which, among other things, (a) HCLOM was to become the CLOs' Successor Manager, (b) Acis and HCLOM were to remit the Servicer Fees to Highland, and (c) the Note was assigned to HCLOM. Dondero executed the Assignment for both Highland and Acis. One of the Dondero entities' then-regular Cayman Islands directors, John Cullinane, executed the Assignment on behalf of HCLOM.

4. Notwithstanding the purported Assignment, HCLOM and Acis failed to perform their respective obligations under the Assignment and HCLOM never provided anything of value to Highland in exchange for the Note. HCLOM and Acis breached the Assignment by, among other things, failing to tender any Servicer Fees associated with the Acis Participation Interests and failing to "promptly pursue Successor Manager appointment . . . in respect of each CLO, including but not limited to achieving all conditions precedent required under the CLO Documents." (Assignment § 2).

5. Consequently, HCLOM never obtained an Appointment (defined in the Assignment as the "consummation of HCLOM's appointment as Portfolio Manager of a given CLO"), the entire purpose and purported *quid pro quo* of the Assignment. In fact, Acis has

continued to manage the CLOs, including during the first six months after the Assignment was executed while Mr. Dondero remained in control of Acis, but no Servicer Fees were paid to Highland. These failures (a) constituted material breaches of contract that relieved Highland of its obligations under the Note, both by the express terms of the Parties' agreements and also pursuant to applicable law; and (b) resulted in a complete failure of consideration under the Assignment, which had the effect of voiding the assignment of the Note.

6. As set forth in more detail below, Reorganized Highland has no continuing liability under the Note and received nothing of value for the Note. The HCLOM Scheduled Claim should, therefore, be disallowed in its entirety. Alternatively, if Reorganized Highland is determined to have any continuing obligations under the Note, any such obligations would be subject to Reorganized Highland's rights of offset and recoupment for all amounts due from both Acis and HCLOM (*i.e.*, all covered Servicer Fees on the Acis CLOs from the date of the Note to present). On information and belief, such amounts exceeded the purported amount of the Note.

Jurisdiction

7. The Court has jurisdiction over this matter under the Bankruptcy Code and pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. §§ 157(b)(2)(A), (B), and (L). Venue is proper in this District under 28 U.S.C. §§ 1408 and 1409.

8. The statutory predicates for the relief requested herein are 11 U.S.C. § 502(b)-(d), 11 U.S.C. § 558, and Federal Rule of Bankruptcy Procedure 3007.

Factual Background

9. On October 16, 2019 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court for the District of Delaware, Case No. 19-12239 (CSS) (the "Delaware Court").

10. On December 4, 2019, the Delaware Court entered an order transferring venue of the Debtor’s Bankruptcy Case to this Court [Docket No. 186].³

11. On February 22, 2021, this Court entered the *Order Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (ii) Granting Related Relief* [Docket No. 1943] (the “Confirmation Order”), which confirmed the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* [Docket No. 1808] (the “Plan”).

12. The Plan became effective on August 11, 2021 (the “Effective Date”) [Docket No. 2700].

The Note and Purchase Agreement

13. Prior to the Petition Date, Acis, using Highland employees, provided management services with respect to certain collateralized loan obligations (“CLOs”) in exchange for management fees (“Servicer Fees”) paid by the CLOs to Acis. Purportedly, because “cash flows from the Servicer Fees [we]re unpredictable,” Acis sought to “obtain[] a guaranteed fixed amount of cash flow” in exchange for the Servicer Fees it earned from the CLOs. Purchase Agreement (as defined) at 102. In that context, Highland, as Purchaser, and Acis, as Seller, entered into the *Agreement for Purchase and Sale of CLO Participation Interests* dated October 7, 2016 (the “Purchase Agreement”).

14. Pursuant to Section 1 of the Purchase Agreement, Acis agreed to sell to Highland “participation interests in the Servicer Fees (the “Acis Participation Interests”) in an amount equal to . . . the total Servicer Fees paid to Seller [Acis] by each of the CLOs beginning in November 2016 and ending August 2019,” less certain specified amounts. In exchange for the

³ All docket numbers refer to the docket maintained by this Court.

Acis Participation Interests, Highland agreed to pay Acis \$666,655 in cash and to execute the Note in favor of Acis as Payee. Thus, the Note was the primary form of consideration tendered by Highland to Acis in exchange for the Acis Participation Interests.

15. The Note and the Purchase Agreement were inextricably tied together as part of the purchase transaction. The Purchase Agreement attached a copy of the Note as an exhibit and made repeated references to the Note. Moreover, by its terms, the Note was to become effective only upon the effectiveness of the Purchase Agreement, which was executed contemporaneously by Highland and Acis. A condition precedent to the effectiveness of the Note provides:

This Note shall not become effective and Payee shall have no obligation to make the advance hereunder until Payee has received each of the following in form and substance acceptable to Payee:

....

(b) the Agreement for Purchase and Sale of CLO Participation Interests dated of even date herewith (the “Purchase Agreement”), by and between Maker and Acis Capital Management, LP, a Delaware limited partnership (“Highland”) [*sic*], and copies of all agreements, documents and instruments executed or delivered in connection therewith and evidence that ***all conditions to the effectiveness of the Purchase Agreement have been or will be fulfilled contemporaneously with the initial advance under this Note;***

Note at 1 (emphases added).

16. Moreover, as highlighted above, Acis’ obligation to remit the cash received with respect to the Acis Participation Interests to Highland was expressly incorporated into the terms of the Note through multiple references to the obligation of the Payee (*i.e.*, Acis) to make advances “hereunder” or “under this Note” to the Maker (*i.e.*, Highland). For example, as quoted above, the Note provides that “*Payee shall have no obligation to make the advance hereunder until Payee has received*” certain specified documents. Note at 1 (emphases added). The Note also

states that, in the event of a default by the Maker, the Payee may “terminate Payee’s commitment to make any advances under this Note.” Note at 3. The Note further provides:

Notwithstanding any provision contained herein to the contrary, the total amount of interest that Maker is obligated to pay and Payee is entitled to receive with respect to this Note shall not exceed the amount calculated on a simple (i.e., non-compounded) interest basis at the maximum rate allowed by applicable law ***on principal amounts actually advanced hereunder to or for the account of Maker.***

Id. (emphasis added).

17. These repeated references to amounts to be advanced by the Payee to the Maker “under” the Note describe Acis’s obligations to “remit” the cash received with respect to the Acis Participation Interests to Highland, as noted in Section 4 below.

18. Section 4 of the Purchase Agreement is titled “Covenants” and imposes several obligations on the parties to the Purchase Agreement. Section 4.1 of the Purchase Agreement includes the following covenant of the Seller (*i.e.*, Acis): “The Seller agrees to promptly remit, or cause to be promptly remitted, to the Purchaser the cash received with respect to the Acis Participation Interests.” Purchase Agreement, § 4.1.

19. Section 3.6 of the Purchase Agreement further provides:

Subject to Section 1.5, the Purchaser acknowledges and agrees that: (a) except as provided in Section 1.5, *should the Seller’s rights with respect to the Servicer Fees be terminated, such termination shall not affect the Purchaser’s obligations under the Note*; (b) except as provided in Section 1.5, ***the Seller may exercise all of its legal rights and remedies to enforce the Purchaser’s obligations under the Note even if the Acis Participation Interests are not paid, in full or part, by the CLO trustees for any reason, including the termination of the Seller as the manager, a hostile buyout of such CLO, or any other reason (other than as a result of the Seller breaching its covenants under this Agreement or as a result of fraud or by willful misconduct of the Seller)***; and (c) Purchaser has had the opportunity to consult with its own legal counsel with respect to the purchase of the Acis Participation Interests. The Purchaser understands such actions could negatively impact the timing and amount of payment of such Acis Participation Interests during the pendency of such dispute by the trustee of such CLO. *The Purchaser bears the sole risk with respect to nonpayment of the Acis Participation Interests (other than as a result of the Seller breaching its covenants under this Agreement or as a result of the fraud or willful misconduct of the Seller).*

Purchase Agreement, § 3.6 (emphases added).

20. Thus, the Purchase Agreement is clear that, whereas Highland would remain obligated under the Note if Acis did not receive Servicer Fees from the CLO third parties, in the event that Acis breached its covenants under the Purchase Agreement to remit the cash received with respect to the Acis Participation Interests to Highland, Acis would forfeit the right to enforce the Note (subject to Section 1.5, which addresses a seizure or forfeiture of Servicer Fees due to governmental action, which did not occur here). In short, Highland's payment obligations under the Note were conditioned upon Acis' compliance with its own agreement to transfer to Highland the cash received with respect to the Acis Participation Interests pursuant to Sections 1 and 4.1 of the Purchase Agreement.

21. Section 5.7 of the Purchase Agreement provides Highland with the right to seek specific performance of the Purchase Agreement in the event of a breach by Acis:

The Seller and the Purchaser agree that the rights created by this Agreement are unique and that the loss of any such rights is not susceptible to monetary quantification. Consequently, the Seller and the Purchaser agree that an action for specific performance (including for temporary and/or permanent injunctive relief) of the obligations created by this Agreement is a proper remedy for the breach of the provisions of this Agreement, and the Purchaser shall be entitled to such relief without the necessity of proving actual damages or posting a bond.

Purchase Agreement, § 5.7.

22. Both the Purchase Agreement and the Note are governed by Texas law.

The Purported Assignment of the Note to HCLOM

23. In November 2017, Highland (controlled by Mr. Dondero) notified Acis that it was "unwilling to continue to provide support personnel and other critical services to Acis with respect to the CLOs." Acis (also controlled by Mr. Dondero) then determined that it could no longer "fulfill its duties as portfolio manager of the CLOs" and needed to find a replacement,

and HCLOM (also controlled by Mr. Dondero) offered to fill the void. Assignment (as defined below) at 1.

24. To address the problem that Mr. Dondero manufactured, Highland, Acis, and HCLOM then entered into that certain *Assignment and Transfer Agreement* dated as of November 3, 2017 (the “Assignment”), the purpose of which was to have HCLOM replace Acis as the Successor Manager for the CLOs and assume all of Acis’ rights and obligations under the Purchase Agreement and Note.

25. Thus, pursuant to the Assignment, (a) HCLOM agreed to act as Acis’s Successor Manager, (b) Acis assigned to HCLOM all rights in the Note, (c) each of Acis and HCLOM agreed to transfer to Highland any Servicer Fees received by Acis and HCLOM, respectively, that Acis would have been required to remit to Highland pursuant to the Purchase Agreement, and (d) HCLOM agreed to execute a joinder to the Purchase Agreement.

26. A recital to the Assignment provides: “HCLOM, a qualified Successor Manager, irrevocably commits to be appointed as Successor Manager *in consideration of Acis assigning to it the Note.*” Assignment at 1 (emphasis added).

27. Section 1 of the Assignment required Acis (again, then under Mr. Dondero’s control) to “promptly provide the Controlling Class (as defined in the CLO Indentures) with notice requesting the appointment of HCLOM as Portfolio Manager pursuant to the requirements of the CLO Documents.”

28. Section 2 of the Assignment provides that each of Acis and HCLOM would “promptly pursue Successor Manager appointment of HCLOM in respect of each CLO.” Assignment, § 1.

29. Section 3 of the Assignment provides:

3. Assignment and Transfer of the Promissory Note; Stabilization Payments.

- a. Effective immediately upon execution of this Agreement by the Parties, all right, title and interest of Acis under the Note, including the right to any and all Stabilization Payments⁴ not yet paid to Acis, are hereby irrevocably assigned and transferred by Acis to HCLOM, it being understood that from the date of such assignment, HCLOM shall become the “Payee” thereunder.
- b. For so long as Acis shall receive Servicer Fees following the date hereof, Acis shall remit to HCM the HCM Stabilization Fees⁵ pursuant to the Note Purchase Agreement.
- c. For so long as HCLOM receives any Servicer Fees following any Appointment, then HCLOM shall remit to HCM any portion of such fees that would otherwise have constituted HCM Stabilization Fees pursuant to the Note Purchase Agreement if Acis was the recipient of such fees.
- d. HCLOM shall sign a joinder to Note Purchase Agreement upon HCM’s written notice thereof.

Assignment, § 3 (emphasis added).

30. Thus, the parties to the Assignment contemplated that HCLOM would assume Acis’s rights under the Note, subject to HCLOM becoming the Successor Manager and to the continuing obligation of both Acis and HCLOM to remit Servicer Fees received by each entity to Highland.

31. Section 6.h of the Assignment contains a right of specific performance for breach and provides:

The Parties agree that the rights created by this Agreement are unique and that the loss of any such rights is not susceptible to monetary quantification. Consequently, the Parties agree that an action for specific performance, including for temporary and/or injunctive relief) of the obligations created by this Agreement is a proper remedy for the breach of the provisions of this Agreement, and the Debtor shall be

⁴ The term “Stabilization Payments” is defined in the Assignment to mean “cash flows from HCM,” as set forth in the Note.

⁵ The term “HCM Stabilization Fees” is defined in the Assignment to mean the “future Servicer Fees identified to be paid to HCM pursuant to the Purchase Agreement.”

entitled to such relief without the necessity of proving actual damages or posting a bond.

Assignment, § 6.h.

32. After the parties executed the Assignment, Acis and HCLOM failed to consummate the appointment of HCLOM as Successor Manager. Moreover, although Acis retained the benefit of the CLO servicer arrangements and received the Servicer Fees that were the subject of the Purchase Agreement and Assignment, neither Acis nor HCLOM made any further payments to Highland.

33. Following the commencement of the Acis bankruptcy, HCLOM and Highland released each other from the obligations under the Note and the Assignment.

Objection

A. Legal Standard

34. The Bankruptcy Code establishes a burden-shifting framework for proving the amount and validity of a claim. As the HCLOM Scheduled Claim was scheduled in the Debtor's schedules but was not scheduled as disputed, contingent, or unliquidated, the HCLOM Claim is deemed filed under section 501 of the Bankruptcy Code, notwithstanding that no proof of claim was filed by HCLOM. 11 U.S.C. § 1111(a). Furthermore, "[a] claim . . . , proof of which is filed under section 501 [of the Bankruptcy Code], is deemed allowed, unless a party in interest . . . objects." 11 U.S.C. § 502(a). "A proof of claim executed and filed in accordance with the [Bankruptcy Rules] shall constitute *prima facie* evidence of the validity and amount of the claim." FED. R. BANKR. P. 3001(f); *see also In re Armstrong*, 347 B.R. 581, 583 (Bankr. N.D. Tex. 2006). However, the ultimate burden of proof for a claim always lies with the claimant. *Armstrong*, 347 B.R. at 583 (citing *Raleigh v. Ill. Dep't of Rev.*, 530 U.S. 15 (2000)).

35. The HCLOM Scheduled Claim is based upon the Note. For the reasons described below, the Debtor is not liable on the Note. The HCLOM Scheduled Claim should, therefore, be disallowed in full.

B. Acis' Material Breaches of Contract Excused the Debtor's Performance under the Note

36. For the reasons discussed below, Acis' material breaches of the Purchase Agreement, the Note, and the Assignment relieved the Debtor from any purported payment obligations under the Note.

1. HCLOM and/or Acis' Breach of the Purchase Agreement Relieved the Debtor from any Purported Payment Obligations under the Note.

37. Pursuant to the terms of the Note, Highland was to make three payments to Acis. The first payment was scheduled to be made on May 31, 2017 in the amount of \$3,370,694. The second payment was scheduled to be made on May 31, 2018 in the amount of \$5,286,243, and the third payment was scheduled to be made on May 31, 2019 in the amount of 4,677,690. Highland made the first payment, but not the other two for the reasons set forth below.

38. As noted above, Acis agreed in Section 1 of the Purchase Agreement to remit to the Debtor the cash received with respect to the Acis Participation Interests through August 2019. Acis last remitted cash to Highland with respect to the Acis Participation Interests on November 1, 2017, before the Assignment was executed. Upon information and belief, the CLOs consistently paid the Servicer Fees to Acis on a regular basis. HCLOM and Acis breached their obligations under the Assignment by failing to remit to Highland any of the Servicer Fees related to the Acis Participation Interests (or any other amounts). The failure to remit such cash to Highland constituted a material breach of that agreement.

39. Pursuant to the express terms of the Purchase Agreement, HCLOM's and Acis' breach of their covenant to remit the cash received with respect to the Acis Participation Interests to Highland excused Highland's own performance under the Note. As explained above, Section 3.6 of the Purchase Agreement provides that Acis would retain the right to enforce Highland's obligations under the Note except where Acis' failure to transfer the cash received with respect to the Acis Participation Interests to Highland is "a result of [Acis] breaching its covenants under" the Purchase Agreement.

40. Upon information and belief, HCLOM and/or Acis apparently continued to receive Servicer Fees after November 3, 2017; they simply failed to remit those fees to Highland as the Purchase Agreement required. Since this failure to remit was due to a breach of the covenant to make such payments under the Purchase Agreement, Highland's obligation to pay any amounts under the Note was excused under Section 3.6 of the Purchase Agreement, and Acis (as well as any assignee) forfeited its rights to enforce Highland's obligations under the Note.

41. Indeed, even had Highland's obligations on the Note not been excused by the express terms of the Purchase Agreement, HCLOM's and Acis' material breaches would still have excused Highland's performance under applicable law. *See, e.g., Allied Elevator, Inc. v. E. Tex. State Bank*, 965 F.2d 34, 38 (5th Cir. 1992) (holding that, if defendant had materially breached an agreement to procure life insurance, as required by the terms of a promissory note provided by plaintiff to the defendant in exchange for borrowed money, plaintiff would be excused from performing under the note, because "[a] fundamental rule of contract law is that whenever a party to a contract . . . commits a material breach, the other party to that contract, at its election, is excused

from further performance”) (quoting *Bernal v. Garrison*, 818 S.W.2d 79, 83 (Tex. App. 1991); see also *MJR Corp. v. B & B Vending Co.*, 760 S.W.2d 4, 20-21 (Tex. App. 1988) (“It is fundamental that whenever one party to a contract commits a material breach, the other party, at its election, is excused from further performance”) (citing *Mead v. Johnson Grp., Inc.*, 615 S.W.2d 685, 689 (Tex. 1981)).

2. HCLOM and Acis Breached the Note, Thereby Excusing the Debtor’s Performance.

42. The failure by HCLOM and Acis to remit the requisite Servicer Fees to Highland resulted in a breach of the Note. As described above, the Note expressly requires Acis to make advances to Highland “under” the Note. The only advances that Acis committed to make to Highland in connection with the transactions that were the subject of the Purchase Agreement and the Note were those constituting the Servicer Fees received with respect to the Acis Participation Interests. By failing to honor the payment obligations under the Note, HCLOM and Acis materially breached their obligations under the Note.

43. Such material breach of the Note deprived Highland of the benefit of its bargain under that agreement in a manner that excused Highland’s performance under the Note, which was given as the primary form of consideration provided in exchange for the Acis Participation Interests. See, e.g., *Mustang Pipeline Co. v. Driver Co.*, 134 S.W.3d 195, 199 (Tex. 2004) (defendant’s material breach of contract discharged plaintiff from its duties under the contract); see also *In re Dallas Roadster, Ltd.*, 846 F.3d 112 (5th Cir. 2017) (“A fundamental principle of contract law is that when one party to a contract commits a material breach of that contract, the other party is discharged or excused from any obligation to perform”) (quoting *Hernandez v. Gulf Grp. Lloyds*, 875 S.W.2d 691, 692 (Tex. 1994)).

3. Alternatively, HCLOM’s and Acis’s Breach of the Purchase Agreement also Breached the Note, which Excused the Debtor’s Performance under the Note.

44. It is a general rule of contract interpretation under Texas law that “separate instruments or contracts executed at the same time, for the same purpose, and in the course of the same transaction are to be considered as one instrument, and are to be read and construed together.” *Jones v. Kelley*, 614 S.W.2d 95, 98 (Tex. 1981); *see also Vista Dev. Joint Venture II v. Pac. Mut. Life Ins. Co.*, 822 S.W.2d 305, 307 (Tex. App. 1992) (applying rule to promissory note and deed of trust).

45. The Note was unquestionably an integral part of the Purchase Agreement. It was tendered by Highland as the primary form of consideration in exchange for the Acis Participation Interests, it was executed at the same time as the Purchase Agreement, and the Purchase Agreement attached a copy of, and made repeated references to, the Note. Similarly, the Note is conditioned on the effectiveness of the Purchase Agreement. The Purchase Agreement and the Note should, therefore, “be considered as one instrument, and . . . be read and construed together.” *See Kelley*, 614 S.W.2d at 98.

46. When considered as part of the Purchase Agreement, HCLOM’s and Acis’ material breach of the Purchase Agreement excused Highland’s obligations under the Note. *See, e.g., Fitzpatrick v. Animal Care Hosp., PLLC*, 104 A.D.3d 1078 (N.Y. App. Div. 2013) (where promissory note executed contemporaneously with purchase agreement represented partial consideration for the purchased assets and the purchase agreement specifically referred to the note, the court concluded that the parties’ rights and obligations set forth in the note and purchase agreement were inextricably intertwined and one party’s breach of the purchase agreement permitted the other party to offset its obligations due under the promissory note against any damages caused by the breach); *see also Ingalsbe v. Mueller*, 257 A.D.2d 894 (N.Y. App. Div.

1999); *A+ Assocs. v. Naughter*, 236 A.D.2d 655 (N.Y. App. Div. 1997); *Windmill Run Assocs. v. Fannie Mae (In re Windmill Run Assocs.)*, 566 B.R. 396, 444 (Bankr. S.D. Tex. 2017) (applying Texas law; “[s]eparate documents executed at the same time, for the same purpose, and in the course of the same transaction are to be construed together.... The note, the deed of trust, and the RRSA [replacement reserve and security agreement] were executed contemporaneously. The court concludes that these documents form the contract between the parties”); *Rieder v. Woods*, 603 S.W.3d 86, 94 (Tex. 2020) (“We construe a contract in a manner that gives ‘effect to the parties’ intent expressed in the text,’ but we may also take into account ‘the facts and circumstances surrounding the contract’s execution.’ In that vein, Texas courts have long recognized that, under appropriate circumstances, ‘instruments pertaining to the same transaction may be read together to ascertain the parties’ intent, even if the parties executed the instruments at different times and the instruments do not expressly refer to each other.’ Where appropriate, ‘a court may determine, as a matter of law,’ that multiple separate contracts, documents, and agreements ‘were part of a single, unified instrument.’ In determining whether multiple agreements are part and parcel of a unified instrument, a court may consider whether each written agreement and instrument was ‘a necessary part of the same transaction’” (footnotes and citations omitted)); *Nat’l City Bank of Ind. v. Ortiz*, 401 S.W.3d 867, 884 (Tex. App. 2013) (“National City’s [noteholder] claims for breach of contract and judicial foreclosure cannot be parsed fairly into claims under the Note and claims under the Deed of Trust. Because the two documents form a single contract, both the Note and the Deed of Trust must be considered on remand in relitigating these claims”); *Wasaff v. Lipscomb*, 713 S.W.2d 730, 732 (Tex. App. 1986) (“We hold that the ‘Trusteeship Agreement,’ the promissory note and the deed of trust securing same must be read together and that when so read together, they permit the trustee to conduct the sale”).

47. Notably, the Purchase Agreement expressly provides for specific performance and injunctive relief in the event of a breach by Acis. Because the Note and the Purchase Agreement must be construed together, absent strict performance by HCLOM and Acis of their obligations under the Purchase Agreement, Reorganized Highland cannot be compelled to honor any obligations under the Note.

4. The Note Is Unenforceable Due to a Failure of Consideration

48. The Note is unenforceable because there was a failure of consideration provided by HCLOM or Acis to support the Note. “Failure of consideration generally ‘occurs when, because of some supervening cause after an agreement is reached, the promised performance fails.’” *Ropa Expl. Corp. v. Barash Energy*, No. 02-11-00258-CV, 2013 Tex. App. LEXIS 7290, at *15 (Tex. App. June 13, 2013) (quoting *US Bank, N.A. v. Prestige Ford Garland Ltd. P’ship*, 170 S.W.3d 272, 279 (Tex. App. 2005). “[F]ailure of consideration may result as a consequence of one party’s failure to perform its obligations under the agreement, resulting in the other party’s failure to receive the consideration set forth in the agreement.” *City of The Colony v. N. Tex. Mun. Water Dist.*, 272 S.W.3d 699, 733 (Tex. App. 2008). The defense of failure of consideration “challenges the agreement as a whole.” *Doskocil Mfg. Co. v. Sang Nguyen*, No. 02-16-00382-CV, 2017 Tex. App. LEXIS 5961, at *15 (Tex. App. June 29, 2017).

49. Highland tendered the Note to Acis in exchange for the Acis Participation Interests and Acis’ obligation to remit the related cash received with respect to such interests. HCLOM’s and Acis’ failure to honor the obligation to remit those amounts after the Assignment was executed deprived Highland of its bargained-for consideration. Because the performance promised by Acis failed, the Note is unenforceable, including by Acis’ assignees.

C. Material Breaches of the Assignment by HCLOM and Acis Excuse the Debtor's Performance under the Note

1. HCLOM's Failure to Perform under the Assignment Resulted in the Note Being Unenforceable Due to a Failure of Consideration.

50. The Parties purportedly entered into the Assignment because:

(a) Highland sent the Notification (as defined in the Assignment) to Acis pursuant to which Acis was informed that Highland was “unwilling to continue to provide support personnel and other critical services to Acis with respect to the CLOS,”

(b) Acis determined that in light of the Notification, it could not “fulfill its duties as portfolio manager of the CLOs,” and

(c) HCLOM “irrevocably commit[ed] to be appointed as Successor Manager [as defined in the Assignment] in consideration of Acis assigning to it the Note.”

Assignment at 1.

51. Thus, the whole purpose of the Dondero-engineered Assignment was to have HCLOM step into Acis' shoes as the Successor Manager of the CLOs. Assignment §§ 1, 2. Until the Appointments (as defined in the Assignment) were consummated, Acis agreed to remit to Highland the “HCM Stabilization Fees pursuant to the Note Purchase Agreement” (to the extent Acis received Servicer Fees). After the Appointments (as defined in the Assignment) were consummated, HCLOM agreed to remit to Highland the any portion of such Fees that would have constituted HCM Stabilization Fees had they been received by Acis. *Id.* § 3(b), (c).

52. Although the Note was purportedly assigned to HCLOM, HCLOM never succeeded to Acis' role as the Successor Manager, no Appointments were ever consummated, and, therefore, HCLOM never transferred any Servicer Fees to Highland. In short, because the intent of the Assignment was never realized, HCLOM cannot receive all of the benefits of the transaction – *i.e.*, the Note – without accepting any of the burdens or providing anything of value in exchange for the Note or payments thereunder.

53. The total failure of consideration provided by HCLOM to support the Assignment, to which Highland was a party, renders the Assignment unenforceable as against Reorganized Highland. As described above, “failure of consideration may result as a consequence of one party’s failure to perform its obligations under the agreement, resulting in the other party’s failure to receive the consideration set forth in the agreement.” *City of The Colony*, 272 S.W.3d at 733. HCLOM agreed in the Assignment to assume certain rights and obligations then held by Acis, including the obligation to transfer Servicer Fees to Highland. The assumption of those obligations constituted the consideration provided by HCLOM in exchange for the right to receive an assignment of the Note and to receive payments from Highland under the Note. Indeed, Highland consented to the Assignment only because HCLOM agreed to perform in accordance with its agreements under the Assignment.

54. HCLOM’s failure to succeed to Acis as Successor Manager meant that HCLOM never assumed any servicer obligations, controlled any Servicer Fees, or transferred any Servicer Fees to Highland; indeed, HCLOM completely failed to perform under the Assignment as the parties intended. As a result, Highland never received any of the consideration for which it bargained under the Assignment. The total failure of performance by HCLOM under the Assignment renders the Note unenforceable by HCLOM.

2. Alternatively, HCLOM’s Breach of the Assignment Excused the Debtor’s Performance under the Note.

55. Even if the Assignment is not rendered unenforceable for failure of consideration, HCLOM’s failure to comply with its obligations constituted material breaches thereof. Specifically, HCLOM breached the Assignment by failing to: (a) “provide the Controlling Class (as defined in each of the CLO Indentures) with notice requesting the appointment of HCLOM as Portfolio Manager,” as required by Section 1 of the Assignment; (b) “promptly pursue

Successor Manager appointment,” as required by Section 2 of the Assignment; (c) “achiev[e] all conditions precedent required by the CLO Documents,” as required by Section 2 of the Assignment; and (d) execute a joinder to the Purchase Agreement, as required by Section 3.d of the Assignment.

56. HCLOM’s material breaches of the Assignment excused Highland’s obligations under the Note. *See, e.g., Mustang Pipeline Co.*, 134 S.W.3d at 199 (defendant’s material breach of contract discharged plaintiff from its duties under the contract).

D. Any Obligations that May Be Due under the Note Are Subject to Highland’s Rights of Offset and Recoupment

57. Even if Reorganized Highland’s remaining obligations under the Note are not excused, Reorganized Highland’s rights of setoff and recoupment would reduce those obligations by an amount that is not less than the amount of unpaid Servicer Fees that should have been remitted to Highland through August 2019 by Acis and HCLOM. On information and belief, that amount exceeds the face amount of the Note.

58. As discussed above, Highland became obligated to Acis under the Note in exchange for Acis’ simultaneous commitment to transfer Acis Participation Interests to Highland. Acis assigned its interests in the Note to HCLOM on the condition that HCLOM share Acis’ payment obligations to Highland. Both Acis and HCLOM failed to transfer any cash received with respect to the Acis Participation Interests to Highland from and after November 3, 2017.

59. As summarized by the Texas appellate court:

“Recoupment” allows a defendant to reduce the amount of a plaintiff’s claims by asserting a counterclaim which arose out of the same transaction. There are two general requirements for recoupment: (1) some type of overpayment must have been made, and (2) both the creditor’s claim and the amount owed the debtor must arise from a single transaction. . . .

....

The right of setoff allows entities that owe each other money to apply their debts to each other. Where setoff is allowed, there are mutual debts arising from different transactions, which contrasts with the single transaction required in recoupment.

Sommers v. Concepción, 20 S.W.3d 27, 35 (Tex. App. 2000) (citing *Matter of Kosadnar*, 157 F.3d 1011, 1013 (5th Cir. 1998)).

60. Because Highland's obligations under the Note arose from the same transaction as Acis' payment obligations under the Purchase Agreement, Highland's obligations must be reduced under a theory of recoupment by the amount of Acis' obligations to Highland. Similarly, since Highland's consent to the assignment of the Note by Acis to HCLOM was conditioned on the agreement by both Acis and HCLOM to continue making payments to Highland under the Purchase Agreement, Reorganized Highland's obligations must be reduced under a theory of recoupment by the amount of HCLOM's obligations to Highland.

61. Alternatively, even if Highland's obligations under the Note are not viewed as arising under the same transaction as Acis' or HCLOM's respective obligations to Highland, Reorganized Highland's obligations must be reduced under a theory of setoff by all amounts owed by Acis and HCLOM to Highland, which include all unpaid obligations of those entities under the Purchase Agreement and the Assignment.

E. Reservation of Rights

62. Reorganized Highland reserves its right to supplement, amend, or modify this Objection based on facts adduced in discovery or otherwise, including to assert further objections, defenses or arguments in support of the disallowance of the HCLOM Scheduled Claim.

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WHEREFORE, Reorganized Highland respectfully requests (i) that the HCLOM Claim be disallowed in its entirety, and (ii) for such other and further relief as this Court may deem just and proper.

Dated: February 2, 2023

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., ¹	§	Case No. 19-34054-sgj11
Reorganized Debtor.	§	

**ORDER SUSTAINING
HIGHLAND CAPITAL MANAGEMENT, L.P.’S OBJECTION TO
SCHEDULED CLAIMS 3.65 AND 3.66 OF HIGHLAND CLO MANAGEMENT, LTD.**

Upon consideration of the *Objection to Scheduled Claims 3.65 and 3.66 of Highland CLO Management, Ltd.* [Docket No. ___] (the “Objection”)² filed by Highland Capital Management, L.P., the reorganized debtor (as temporally required, the “Debtor” or “Reorganized Highland”) in the above-captioned chapter 11 case (the “Bankruptcy Case”), and the Court (1) having considered the Objection and (2) finding that (a) notice of the Objection was good and sufficient upon the particular circumstances and that no other or further notice need be given, (b) the Objection is a

¹ The last four digits of the Reorganized Debtor’s taxpayer identification number are 8357. The headquarters and service address for the Reorganized Debtor is 100 Crescent Court, Suite 1850, Dallas, TX 75201.

² Capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Objection.

core proceeding under 28 U.S.C. § 157(b), (c) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (d) venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409, and (e) Highland CLO Management, Ltd. (“HCLOM”) was properly and timely served with the Objection and the notice of hearing on the Objection, and good and sufficient cause appearing therefor,

it is **HEREBY ORDERED THAT:**

1. The Objection is **SUSTAINED**.
2. The HCLOM Scheduled Claim is **DISALLOWED** with prejudice.
3. To the extent applicable, the official claims register in the Debtor’s Bankruptcy Case will be modified in accordance with this Order.
4. Reorganized Highland is authorized and empowered to take any action necessary to implement and effectuate the terms of this Order.
5. The Court shall retain jurisdiction over all disputes arising out of or otherwise concerning the interpretation and enforcement of this Order.

###END OF ORDER###