

Fill in this information to identify the case:

Debtor 1 Highland Capital Management, L.P.

Debtor 2 (Spouse, if filing) \_\_\_\_\_

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware

Case number 19-12239

*ORIGINAL*

Official Form 410  
**Proof of Claim**

04/19

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

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

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

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

**Part 1: Identify the Claim**

1. Who is the current creditor? Dun & Bradstreet  
Name of the current creditor (the person or entity to be paid for this claim) \_\_\_\_\_  
Other names the creditor used with the debtor \_\_\_\_\_

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

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

<p><b>Where should notices to the creditor be sent?</b></p> <p><u>The Rowland Law Firm</u> Name <u>PO Box 3108</u> Number Street <u>Crofton, MD 21114</u> City State ZIP Code Contact phone <u>(240) 463-9809</u> Contact email <u>herowlandlawfirm@gmail.com</u></p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p> <p><u>Dun &amp; Bradstreet</u> Name <u>PO Box 75434</u> Number Street <u>Chicago, IL 60675-5434</u> City State ZIP Code Contact phone _____ Contact email _____</p>
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Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

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

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

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- Date Stamped Copy Returned
- No self addressed stamped envelope **Proof of Claim**
- No copy to return



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

6. Do you have any number you use to identify the debtor?  No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 9 7 6 9

7. How much is the claim? \$ 5,746.40. Does this amount include interest or other charges?  No  Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

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

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

**Value of property:** \$ \_\_\_\_\_

**Amount of the claim that is secured:** \$ \_\_\_\_\_

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

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

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

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

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

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

No

Yes. Check one:

Amount entitled to priority

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

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

Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

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

Wages, salaries, or commissions (up to \$13,650\* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

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

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

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

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

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

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

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

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

**Part 3: Sign Below**

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

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

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

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

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


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

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

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

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

Executed on date 12/19/2019  
MM / DD / YYYY

  
/s/ Ronald L. Rowland  
Signature

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

Name Ronald L. Rowland  
First name Middle name Last name

Title Authorized Agent

Company The Rowland Law Firm  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2453 Vineyard Lane  
Number Street

Crofton, MD 21114  
City State ZIP Code

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

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DEC 27 2019

KURTZMAN CARSON CONSULTANT

HIGHLAND CAPITAL MANAGEMENT LP

Invoice number  
12107347-01

Current contract period  
Oct 30, 2018 to Oct 29, 2019

Your subscriber number  
264882932

Your D-U-N-S® number  
05-832-9769

Your purchase order number

Your offer number  
8409368

Contract signed by  
Frank Waterhouse

Questions?

Contact Customer Service  
1-800-234-DUNS (3867)

Or via our webform at support.dnb.com

For Payment Related Inquiries

1-800-872-4324

ReceivableQuestions@dnb.com

# Invoice

October 31, 2018

## Amount due this invoice

Total due this invoice **\$5,756.40**  
Due date: **October 30, 2018**

## Summary of products and services ordered

D&B Solutions

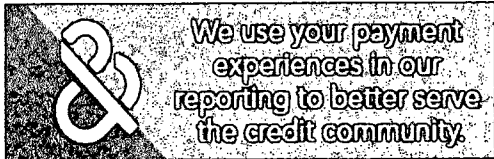
Products & services cost	\$5,400.00
Sales Tax	\$356.40

**Total cost** **\$5,756.40**

➤ See page 2 for additional details

This invoice is provided according to the terms listed in your original contract agreement. Please note late payment charges may be applied to outstanding balances. Refer to your contract for full Service details.

For more details on D&B Products & Pricing, visit [www.dnb.com/pricing](http://www.dnb.com/pricing).



Sales office # 3777

Dun & Bradstreet Inc, Federal ID#22-3582360

Page 1 of 2

## Payment slip

Payment options are listed on page 2. If paying by mail, please complete this slip and mail it with your check. Be sure to include your invoice number on your check.  
Mail to: Dun & Bradstreet P.O. Box 75434, Chicago, IL 60675-5434

dun & bradstreet

HIGHLAND CAPITAL MANAGEMENT LP  
ATT: ROBERT HILL  
300 CRESCENT CT STE 700  
DALLAS TX 75201

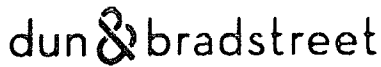
<b>Invoice number</b>	<b>Subscriber number</b>
12107347-01	264882932

<b>Total amount due</b>	<b>Payment due</b>
\$5,756.40	October 30, 2018

**Amount paid**

**\$**

754342648829320001210734700000000000005756406



HIGHLAND CAPITAL MANAGEMENT LP  
Subscriber number: 264882932

**Invoice** October 31, 2018  
Invoice number: 12107347-01

### Details of products and services

#### TOTAL COST FOR THIS ORDER

##### D&B Solutions

Products & services cost	\$5,400.00
Sales Tax	\$356.40
<b>Total cost</b>	<b>\$5,756.40</b>

#### BREAKDOWN OF SALES TAX

Your tax status: **Non Exempt**

*If you are tax exempt or have a direct pay permit, please fax your document to us at 1-866-573-2658*

Tax Class	Amount (\$)	Tax (\$)
Electronic Marketing Reports	5,400.00	356.40
<b>Total</b>	<b>\$5,400.00</b>	<b>\$356.40</b>

#### BREAKDOWN OF SALES TAX BY RATE

Tax rate	Tax (\$)
City Dallas 1.000%	\$43.20
District Tax 1.000%	\$43.20
State TX 6.250%	\$270.00
<b>Total</b>	<b>\$356.40</b>

#### D&B SOLUTIONS

*The products and services you purchased on the D&B Solutions contract included in this Invoice are listed below. Please refer to your original contract agreement for full service details.*

#### D&B SOLUTIONS DETAILS

**D&B Hoovers**

#### CURRENT CONTRACT PERIOD

**Oct 30, 2018 to Oct 29, 2019**  
*These are the start and end dates of your current contract. Your contract includes an evergreen renewal agreement. This means that at the end of this current contract period, we will automatically renew your contract for another period according to the terms listed in your original contract agreement.*

### Payment options

- Mail check with this payment slip. Please write the invoice number on your check.  
Mail to: **Dun & Bradstreet, P.O. Box 75434, Chicago, IL 60675-5434**
- Pay by credit card - call us at: **1-800-872-4324**
- Pay by electronic funds transfer (EFT):  
Bank Name: **Northern Trust**  
Bank Address: **801 S. Canal Street, Chicago, IL 60607**  
Routing Number: **071000152**  
Bank Account: **158879**  
Remittance email: **cashappshelpline@dnb.com**  
Remittance fax: **1-866-887-3397**

### Other correspondence

- Mail all other requests to:  
**D&B Accounts Receivable, 3501 Corporate Parkway,  
P.O. Box 520, Center Valley, PA 18034-0520**

**Dun & Bradstreet**

P.O.Box 75434,  
Chicago, IL 60675-5434

dun & bradstreet

Order Form

This Order is subject to the Master Agreement between Customer and Dun & Bradstreet, Inc. ("D&B"). This Order is not valid until a Master Agreement has been executed between the parties. Notwithstanding anything to the contrary contained in the Master Agreement, this Order constitutes Customer's binding commitment for the term of this Order.

The Services under this Order may only be used by Customer in the United States to support its U.S. business.

Customer may only make Services under this Order available to entities located in the United States that are subsidiaries, divisions or affiliates, wholly-owned or controlled by Customer ("US Affiliates") and identified on a "Schedule of Affiliates" attached to this Order and that are not currently eligible to receive any Services included herein under an existing agreement with D&B to support their respective US businesses.

Order #:  
1116903

Effective Date:

10/23/17

10/30/17

-RH

Customer Name: Highland Capital Management, L.P.

Governing Master Agreement DUNS #: 058329769

Subscriber #: \_\_\_\_\_

Product Description

**D&B Hoovers Basic**

Number of Seats: N/A

Includes: 5,000 Company Downloads

Add On: Business Contacts: \_\_\_\_\_ (Not to exceed 1,000 Total)

**D&B Hoovers Advantage**

Number of Seats: 3

Includes: 25,000 Company Downloads

Includes: CRM Connector

CRM Platform: Salesforce

Instance ID: \_\_\_\_\_

Includes: Marketing Automation Connector

Marketing Automation System: Select

Add On: Additional Company Downloads: \_\_\_\_\_

Add On: Business Contacts: \_\_\_\_\_

Add On: IT / CRUSH Content

Add On: Financial Content

Add On: Deluxe Content

Add On: UCC

Add On: First Research

**D&B Hoovers Premium**Number of Seats: N/A

Includes: 150,000 Company Downloads

Includes: CRM Connector

CRM Platform: Select

Instance ID: \_\_\_\_\_

Includes: Marketing Automation Connector

Marketing Automation System: Select

 Add On: Additional Company Downloads: \_\_\_\_\_ Add On: Business Contacts: \_\_\_\_\_ Add On: IT / CRUSH Content Add On: Financial Content Add On: Deluxe Content Add On: UCC Add On: First Research**TERM OF LICENSE: 12 Months**


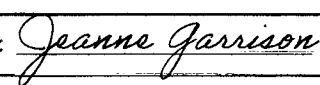
Each period, the duration of which is set forth herein, is a "Contract Year". Contract Year begins on the Effective Date unless otherwise stated herein.

Product / Item Name	Contract Year 1	Contract Year 2	Contract Year 3	Grand Total
<b>D&amp;B Hoovers</b>	<u>12</u> Months	_____ Months	_____ Months	
Contract Year Sub Total:	\$5,400.00	\$	\$	\$5,400.00
Payment Terms Fee:	\$	\$	\$	\$
Contract Year Total:	\$5,400.00	\$	\$	\$5,400.00

**Payment Information**Payment Terms: Annual Effective DatePayment Method: Pay by Cash/Check

Shipping and sales taxes will be billed to the Customer as applicable.

(Credit Card required if Order total is less than \$1,000)

**AGREED TO BY:****CUSTOMER****DUN & BRADSTREET, INC.**Authorized Signature: Authorized Signature: Name (Please Print): Frank WaterhouseName (Please Print): Jeanne GarrisonTitle: TreasurerTitle: Account ManagerDate: 10/30/17Date: 10-31-2017**Account Rep Details**RM Name: Christine KirkseyRM Telephone #: 972-415-4993RM eMail: KirkseyC@DNB.com

Billing Address:

Shipping Address:

Attention: Rob HillAttention: Rob Hill

Address 1: 300 Crescent Ct Ste 700		Address 1: 300 Crescent Ct Ste 700	
Address 2:		Address 2:	
City: Dallas		City: Dallas	
State: TX	Zip: 75201	State: TX	Zip: 75201
Telephone: (972)419-2567	Fax:	Telephone: (972)419-2567	Fax:

**License, Application, and Purpose of Use Terms & Conditions**

**CRM & MARKETING AUTOMATION CONNECTORS**

CRM and Marketing Automation Connectors are included with D&B Hoovers Advantage and Premium subscriptions. The CRM and Marketing Automation Connectors provide inbound processing of records (up to the maximum records allowed per the Service) during the Term of this Order. D&B shall provide access to one CRM and/or one Marketing Automation Connector supported by Dun & Bradstreet upon request of Customer.

D&B will perform a one-time KeyID matching on company records sent to D&B by Customer in not more than one (1) file, which must be sent to D&B in a Compliant File. "Compliant File" as used herein means a set of records in a tab delimited ASCII format with the following data fields identified and displayed in each record (regardless of whether Customer has provided D&B with the specific data element, and subject to its availability): unique identifier, company name, address1, address2, city, district/state, postal code, country, telephone number, and standard identifier (i.e., ticker, UK registration number, or other standard identifier accepted by D&B). Matching will consist of D&B assigning KeyID numbers and matching codes from the D&B company universe. To conduct KeyID matching, D&B will employ a proprietary matching algorithm designed to match D&B company information to Customer-provided companies.

Delivery of the one-time KeyID Match and Append Service will be provided in a tab delimited ASCII format in a file containing company information.

Any new data match and append Services requested, as well as any additional company records requested, will be subject to a new Order or signed amendment, which may include additional fees.

**D&B HOOVERS SERVICES TERMS & CONDITIONS**

**Use of Service**

D&B shall issue to Customer a confidential access code assigned to Customer ("Customer Account ID") for authorized use and access to the Services by a user. Customer may provide the Customer Account ID to its employees, up to the quantity of Seat(s) licensed hereunder (each, an "Authorized User"). A "User ID" means the unique and distinctive "log-on" identifier selected by an Authorized User that is used in conjunction with a user selected password that enables authorized access to the Services. Each individual Authorized User represents one Seat, regardless of whether the individual is actively using the Service at any given time. No User ID sharing is permitted except in the event of a transition of responsibilities from a current authorized individual to his or her replacement, which shall be no longer than thirty (30) days. Information accessed through the Services may not be shared outside of the licensed seat population.

D&B reserves the right to monitor the Services set forth in this Order subscribed to by Customer to audit Customer's and User(s)' compliance with the terms of this Agreement, including the right to deploy IP authentication and/or protected PDF digital rights management. Customer acknowledges that such monitoring of use may include determining whether or not the service is accessed under the account from multiple IP addresses, as well as noting excessive use or users. Users shall not copy, download, upload or in any other way reproduce information for the purpose of aggregating information. Systematic access or extraction of content from the service, including the use of "bots" or "spiders", is prohibited. If D&B has reason to believe Customer is not in compliance with this Order, D&B reserves the right, in addition to any other remedies available under the Agreement or under applicable law, to assess additional charges for users in excess of the number authorized. D&B may suspend Customer's access to the Services if D&B reasonably suspects or reasonably believes it detects any prohibited use of the Services. Any investigation will be carried out promptly and Customer agrees to cooperate with D&B in connection with any such investigation. A suspension under this section shall not modify or otherwise be deemed a waiver of D&B's right to terminate, or any other right or remedy, available under the Agreement or under applicable law.

Customer hereby represents and warrants to D&B that it is not an Affiliate of Allant Group, Compass Marketing Solutions, Nokia, Navteq, Epsilon, Reach Marketing, Factual, Localeze, Locationary, Neustar, TomTom North America, TransUnion, Equifax, Acxiom, Knowledgebase, Database LLC (dba Database101 dba DatabaseUSA.com), Integrated Direct Marketing, Inc., or web.com. Customer hereby acknowledges and agrees that it will promptly notify D&B in writing in the event it becomes an Affiliate of any such entity.



In consideration for the rights granted under the terms of this Order, Customer grants D&B the right to reference Customer as a client of D&B, including the use of Customer's logo in D&B marketing materials, and to issue a press release to that effect. ( No, do not use the Customer name or logo as a reference or in a press release)

#### Contact Information

D&B represents that the Information has been collected and compiled in accordance with applicable local, state, federal and international laws, rules or regulations, but D&B does not guarantee that the Customer's use of the Information meets the requirements of any applicable federal, or state law, rule or regulation including but not limited to wireless suppression lists, the CAN-SPAM Act, and "Do Not Call" lists. Contact Information has not been obtained directly from the Data Subjects and the Data Subjects have not opted in or otherwise expressly consented to having their information sold for marketing purposes. Except as set forth in the first sentence of this paragraph, D&B shall not be liable for any damages, losses, costs, claims or expenses with respect to any data privacy legal or compliance violation arising out of or related to Customer's use of Contact Information. Customer's use of the Contact Information shall be for its own marketing and sales purposes and all opt out provisions and/or opt out links in Customer's marketing and sales materials shall pertain to opting out of Customer's marketing lists and/or Customer's databases only. "Contact Information" means professional information D&B collects and compiles relating to a person in the context of business which may include but is not limited to, names, titles, business phone and facsimile numbers, wireless devices, e-mail addresses and physical addresses, and social media handles. "Data Subject" means an individual person who is the subject of, represented within or identifiable by Contact Information.

#### CONTRACT RENEWAL

At least ninety (90) days prior to the expiration of the initial term and each successive renewal term, Dun & Bradstreet may notify Customer of either (a) the fees that will be applicable to the next renewal term (the "Renewal Fees") or (b) its intent to terminate this Order as of the expiration of the then-current term. Unless Dun & Bradstreet so notifies Customer of a termination, or Customer notifies Dun & Bradstreet of its intent to terminate this Order at least thirty (30) days prior to the expiration of the then-current term, this Order shall automatically renew for successive 12 month renewal terms at the Renewal Fees (or, if Dun & Bradstreet does not notify Customer of a fee adjustment in accordance with the first sentence of this paragraph, at the then-current contract fees.). The above automatic renewal language does not apply to Trial, Proof of Concept, no-fee, or orders with a total term of less than 12 months. Customer notification of intent to terminate this order can be sent via electronic mail to [autorenewal.notification@dnb.com](mailto:autorenewal.notification@dnb.com).

#### PRIVACY PRINCIPLES FOR EU PERSONAL DATA

This Section applies only to the extent that Personal Data from the European Union (and as defined by European data protection legislation) is requested by Customer from D&B as part of the Services. Personal Data from the European Union can only be transferred in accordance with applicable data protection laws, which currently require parties outside of jurisdictions deemed adequate by the EU to (i) enter into the EU standard contractual clauses, or (ii) process Personal Data in a manner consistent with privacy principles designed by the U.S. Department of Commerce and European Commission available at <https://www.privacyshield.gov> ("Privacy Principles"). D&B has certified to the Privacy Shield framework in order to legally transfer Personal Data to Customer, and accordingly, Customer and D&B each warrants and undertakes that: i) use of Personal Data will be for limited and legitimate purposes as specified in an Order; ii) Each party will provide the same level of protection as the Privacy Principles and will notify the other party if it makes a determination that it can no longer meet this obligation; and (iii) upon notice, including under (ii), take reasonable and appropriate steps to stop processing such Personal Data or remediate unauthorized use.

#### Product and Data Lifecycle

The D&B Services licensed under this Order are subject to D&B's Global Product and Data Lifecycle Policy, as set forth at <http://www.dnb.com/product-lifecycle-policy.html> which is incorporated herein.