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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.,<sup>1</sup> ) Case No. 19-34054-sgj11  
 )  
Debtor. )  
\_\_\_\_\_ )

**DEBTOR’S MOTION FOR ENTRY OF AN ORDER (A) APPROVING  
THE ADEQUACY OF THE DISCLOSURE STATEMENT; (B) SCHEDULING  
A HEARING TO CONFIRM THE FIRST AMENDED PLAN OF REORGANIZATION; (C)  
ESTABLISHING DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN;  
(D) APPROVING FORM OF BALLOTS, VOTING DEADLINE AND SOLICITATION  
PROCEDURES; AND (E) APPROVING FORM AND MANNER OF NOTICE**

<sup>1</sup> 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.



Highland Capital Management, L.P. (the “Debtor”), the debtor and debtor-in-possession in the above-captioned chapter 11 bankruptcy case, hereby files this Motion (the “Motion”) seeking entry of an order (a) approving the adequacy of the *Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1080] (the “Disclosure Statement”) (b) scheduling a hearing to confirm the *First Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1079] (as the same may be amended from time to time, the “Plan”);<sup>1</sup> (c) establishing the deadline for filing objections to confirmation of the Plan; (d) approving the form of ballots, voting deadline, and solicitation procedures; and (e) approving the form and manner of confirmation notice and other notices related thereto. A summary of the proposed voting, solicitation and notice deadlines is set forth below.

<b>Event</b>	<b>Proposed Date/Deadline</b>	<b>Description</b>
Voting Record Date	<b>October 22, 2020</b>	The date to determine which holders of claims and equity interests are entitled to vote to accept or reject the Plan.
Solicitation Mailing Deadline	<b>Two business days from entry of Disclosure Statement Order</b> (or as soon as reasonably practicable thereafter)	The deadline by which the Debtor must distribute solicitation packages, including ballots, to holders of claims and equity interests entitled to vote to accept or reject the Plan.
Publication Deadline	<b>October 29, 2020</b> , or five (5) business days following the entry of the order granting this Motion (or as soon as reasonably practicable thereafter)	The date by which the Debtor will submit the notice of the confirmation hearing in a format modified for publication in the event the Debtor elects to publish this notice.
Plan Supplement Filing Deadline	<b>November 13, 2020</b>	The date by which the Debtor shall file the Plan Supplement.
Voting Deadline	<b>November 20, 2020 at 5:00 p.m.</b> (prevailing Central Time)	The deadline by which holders of claims and equity interests entitled to vote may vote to accept or reject the Plan.

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

Confirmation Objection Deadline	<b>November 20, 2020 at 5:00 p.m.</b> (prevailing Central Time)	The deadline by which parties-in-interest may file objections to confirmation of the Plan (including objections to any assumption, assumption/assignment of an executory contract or unexpired lease thereunder or as set forth in the Plan Supplement). <sup>2</sup>
Bankruptcy Rule 3018 Deadline	<b>November 20, 2020 at 5:00 p.m.</b> (prevailing Central Time)	The deadline for entry of any order authorizing the temporary allowance of a claim or interest under Bankruptcy Rule 3018(a).
Deadline to File Voting Report	<b>December 1, 2020 at 5:00 p.m.</b> (prevailing Central Time)	The date by which the report tabulating the voting on the Plan shall be filed with the Court and pursuant to N.D. Tex. L.B.R. 3018-1.
Confirmation Brief Deadline	<b>December 1, 2020 at 5:00 p.m.</b> (prevailing Central Time)	The date by which the Debtor shall file its brief in support of confirmation of the Plan in response to any objections thereto.
Reply Deadline	<b>December 1, 2020 at 5:00 p.m.</b> (prevailing Central Time)	The deadline by which Debtor may file a reply to any objections to the Plan.
Confirmation Hearing Date	<b>December 3, 2020 at 9:30 a.m.</b> (prevailing Central Time), or such other date as may be scheduled by the Court	The date of the Confirmation Hearing.

**Relief Requested**

1. By this Motion, the Debtor requests that this Court enter an order (the “Disclosure Statement Order”) substantially in the form attached hereto as **Exhibit 1** (a) approving the adequacy of the Disclosure Statement; (b) scheduling a hearing to confirm the Plan; (c) establishing the deadline for filing objections to confirmation of the Plan; (d) approving the form of ballots, voting deadline, summary of Disclosure Statement, and solicitation procedures; and (e) approving the form and manner of the confirmation notice related thereto.

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<sup>2</sup> Any objections to the Plan in connection with the assumption or assumption and assignment of the Executory Contract(s) and Unexpired Lease(s) and/or related cure disputes proposed in connection with the Plan that remain unresolved as of the Confirmation Hearing will be heard at the first omnibus hearing following the Confirmation Hearing or such other date as fixed by the Court.

### **Jurisdiction and Venue**

2. The United States Bankruptcy Court for the Northern District of Texas (the “Court” or “Bankruptcy Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334.

3. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtor confirms its consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The bases for the relief requested herein are sections 105, 363, 502, 1123(a), 1124, 1125, 1126, and 1128 of title 11 of the United States Code (the “Bankruptcy Code”), Bankruptcy Rules 2002, 3016, 3017, 3018, 3020, and 9006, and Rules 2002-1 and 3016-1 of the Bankruptcy Local Rules for the Northern District of Texas (the “Local Rules”).

### **Background**

5. 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”).

6. On October 29, 2019, the Official Committee of Unsecured Creditors (the “Committee”) was appointed by the U.S. Trustee in the Delaware Court.

7. On December 4, 2019, the Delaware Court entered an order transferring venue of the Debtor’s bankruptcy case to this Court [Docket No. 186].<sup>3</sup>

8. The Debtor has continued in the possession of its property and has continued to operate and manage its business as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this chapter 11 case.

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<sup>3</sup> All docket numbers refer to the docket maintained by this Court.

## Argument

### **A. The Disclosure Statement Should Be Approved.**

9. Section 1125 requires that disclosure statements be approved by the bankruptcy court as containing “adequate information” prior to a debtor’s commencement of solicitation of acceptances or rejections to its plan. 11 U.S.C. § 1125(b). “Adequate information” is defined in the Bankruptcy Code as:

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan, but adequate information need not include such information about any other possible or proposed plan and in determining whether a disclosure statement provides adequate information, the court shall consider the complexity of the case, the benefit of additional information to creditors and other parties in interest, and the cost of providing additional information.

11 U.S.C. § 1125(a)(1).

10. The Disclosure Statement contains “adequate information,” including, without limitation, a description of the following: (a) the Debtor’s business operations, partnership structure and management; (b) the Debtor’s financing and significant indebtedness; (c) the circumstances leading to the commencement of the Debtor’s chapter 11 case; (d) the filing of the case and a description of the “First Day Motions” and other relief sought; (e) certain events that have occurred during the chapter 11 case, including the settlement with the Committee that resulted in the appointment of an independent board of directors at the Debtor’s general partner, Strand Advisors, Inc., and agreement on operating protocols; (f) an overview of the Plan; (g) the classification and treatment of claims and equity security interests under the Plan; (h) the provisions governing distributions under the Plan; (i) the post confirmation structure of the Reorganized Debtor; (j) the establishment of a claimant trust for the benefit of the holders of claims and equity security interests against the Debtor; (k) the treatment of executory contracts and unexpired leases under the Plan; (l) the procedures for the resolution of disputed, contingent

and unliquidated claims under the Plan; (m) confirmation and effectiveness of the Plan; and (n) related voting and confirmation procedures.

11. The information contained in the Disclosure Statement constitutes the pertinent information necessary for holders of claims to make an informed decision about whether to vote to accept or reject the Plan.

12. The Debtor submits that the Disclosure Statement contains adequate information as defined by the Bankruptcy Code. Therefore, the Debtor requests that the Court enter an order approving the adequacy of the Disclosure Statement and authorizing its solicitation pursuant to the procedures set forth herein.

13. The Debtor intends to solicit the votes of only those holders of claims and equity security interests that are entitled to vote to accept or reject the Plan. The following chart summarizes the voting status of each class of claims and interests under the Plan.

<b>Class</b>	<b>Claim</b>	<b>Status</b>	<b>Voting Rights</b>
1	Jefferies Secured Claim	Unimpaired	Deemed to Accept
2	Frontier Secured Claim	Unimpaired	Deemed to Accept
3	Priority Non-Tax Claims	Unimpaired	Deemed to Accept
4	Retained Employee Claims	Unimpaired	Deemed to Accept
5	Convenience Claims	Impaired	Entitled to Vote
6	Unpaid Employee Claims	Impaired	Entitled to Vote
7	General Unsecured Claims	Impaired	Entitled to Vote
8	Subordinated Claims	Impaired	Entitled to Vote
9	Class B/C Limited Partnership Interests	Impaired	Entitled to Vote
10	Class A Limited Partnership Interests	Impaired	Entitled to Vote

**B. A Confirmation Hearing and Plan Objection Deadline Should Be Set.**

14. Pursuant to section 1128 of the Bankruptcy Code and Bankruptcy Rule 3017(c), the Debtor requests that the Court schedule a hearing to consider confirmation of the Plan (the “Confirmation Hearing”) commencing on December 3, 2020 at 9:30 a.m. (prevailing Central

Time), or as soon thereafter as the Court’s schedule permits.

15. Once set, with the approval of the Court, the Confirmation Hearing may be continued from time to time by announcing such continuance in open court or otherwise without further notice to parties-in-interest.

16. Furthermore, the Debtor requests that the Court establish November 20, 2020, at 5:00 p.m. prevailing Central Time as the deadline for filing and serving objections to the confirmation of the Plan (the “Plan Objection Deadline”).

17. The Debtor requests that the Court require that all objections to the Plan be filed with the Court on or before the Plan Objection Deadline and served in a manner so that they are actually received on or before the Plan Objection Deadline by the following parties (collectively, the “Notice Parties”):

<p><b><u>Counsel to Debtor:</u></b> Pachulski Stang Ziehl &amp; Jones LLP 10100 Santa Monica Blvd., 13<sup>th</sup> Floor Los Angeles, CA 90067 Attn: Jeffrey N. Pomerantz Ira D. Kharasch Gregory V. Demo Emails: jpomerantz@pszjlaw.com ikharasch@pszjlaw.com gdemo@pszjlaw.com</p> <p>- and -</p> <p>Hayward &amp; Associates PLLC 10501 N. Central Expy, Ste. 106 Dallas, Texas 75231 Attn: Zachery Z. Annable Melissa S. Hayward Emails: ZAnnable@HaywardFirm.com MHayward@HaywardFirm.com</p>	<p><b><u>Counsel to the Committee:</u></b> SIDLEY AUSTIN LLP One South Dearborn Street Chicago, Illinois 60603 Attn: Matthew A. Clemente Alyssa Russell Emails: mclemente@sidley.com alyssa.russell@sidley.com</p>
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<p><b><u>Counsel to the Office of the United States Trustee:</u></b> U.S. Department of Justice Region 6: Northern District of Texas Office of The United States Trustee Earle Cabell Federal Building 1100 Commerce Street, Room 976 Dallas, TX 75242 Attn: Lisa L. Lambert Email: Lisa.L.Lambert@usdoj.gov</p>	
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18. The Debtor further requests that (a) the Court only consider timely filed and served written objections to the Plan; (b) the Court require all objections to (i) conform to the Bankruptcy Rules, the Local Rules and any orders of the Court in this chapter 11 case, (ii) state with particularity the legal and factual grounds for such objection, (iii) provide, where applicable, the specific text that the objecting party believes to be appropriate to insert into the Plan, and (iv) describe the nature and amount of the objector’s claim or equity security interest; and (c) objections not timely filed and served in accordance with the procedures of this Motion be overruled.

19. The Debtor requests permission to be allowed to file a brief in support of confirmation of the Plan and a reply to any filed objections on or before December 1, 2020. This will allow the Debtor to advise the Court of any objections that they have been able to resolve and to frame in writing the issues, if any, that remain to be resolved at the Confirmation Hearing, thereby reducing the amount of time that will be needed for oral argument.

**C. Solicitation Procedures Should Be Approved.**

20. To conduct an effective solicitation of acceptances or rejections of the Plan that is consistent with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and due process, the Debtor seeks approval of the following solicitation procedures (the “Solicitation Procedures”). To the extent that circumstances arise that require a modification of the Solicitation Procedures, the Debtor reserves the right to supplement or amend such Solicitation Procedures.



*i. Voting Record Date.*

21. Bankruptcy Rule 3017(d) provides that, for purposes of voting on a plan of reorganization under the Bankruptcy Code, “creditors and equity security holders shall include holders of stock, bonds, debentures, notes and other securities of record on the date the order approving the disclosure statement is entered or another date fixed by the court, for cause, after notice and a hearing.” FED. R. BANKR. P. 3017(d). Bankruptcy Rule 3018(a) provides that “an equity security holder or creditor whose claim is based on a security of record shall not be entitled to accept or reject a plan unless the equity security holder or creditor is the holder of record of the security on the date the order approving the disclosure statement is entered or another date fixed by the court, for cause, after notice and hearing.” FED. R. BANKR. P. 3018(a).

22. Notwithstanding the foregoing, in order to provide sufficient time to prepare for solicitation, the Debtor proposes that the Court establish the date that is the first day of the hearing to consider the adequacy of the Disclosure Statement as the record date for purposes of determining which creditors and equity security holders are entitled to vote on the Plan (the “Voting Record Date”).

*ii. Voting Deadline.*

23. The Debtor requests that the Court enter an order (a) setting November 20, 2020, at 5:00 p.m. prevailing Central Time (the “Voting Deadline”) as the deadline for casting a Ballot (as defined below) to accept or reject the Plan and (b) requiring that all Ballots accepting or rejecting the Plan be received by Kurtzman Carson Consulting LLC (the “Balloting Agent”) on the Voting Deadline at the following addresses, as specified on each holder’s Ballot, whether sent by first class mail, personal delivery, or overnight courier:

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

24. Additionally, the Debtor requests that the Court authorize the Balloting Agent to accept Ballots via electronic, online transmissions solely through a customized online balloting

portal on the Debtor's case website maintained by the Balloting Agent. Ballots submitted via online transmission through the customized online balloting portal shall be deemed to contain an original signature. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

25. The Debtor or the Court may extend the period during which votes will be accepted by the Debtor, in which case the Voting Deadline shall mean the last time and date to which such solicitation is extended.

*iii. Forms of Ballots.*

26. All votes to accept or reject the Plan must be cast by using the appropriate ballot ("Ballot"). The Debtor will prepare customized Ballots for those Classes of claims and equity security interests under the Plan that are entitled to vote to accept or reject the Plan in accordance with Bankruptcy Rule 3018(c). The Ballots (substantially in the form attached hereto as **Exhibit 1-A**) will be distributed to all creditors and holders of equity security interests who are entitled to vote on the Plan.

27. By this Motion, the Debtor seeks approval of the forms of Ballots, and voting instructions thereto, described above, in substantially the form attached hereto as Exhibit 1-A, for submission to creditors and equity security holders.

28. In addition, the Debtor seek authority to distribute Ballots and other solicitation materials to the following impaired Classes entitled to vote to accept or reject the Plan:

- Class 5 – Convenience Claims
- Class 6 – Unpaid Employee Claims
- Class 7 – General Unsecured Claims
- Class 8 – Subordinated Claims
- Class 9 – Class B/C Limited Partnership Interests
- Class 10 – Class A Limited Partnership Interests

29. Under the Plan, Class 1 (Jefferies Secured Claims), Class 2 (Frontier Secured Claim), Class 3 (Priority Non-Tax Claims), and Class 4 (Retained Employee Claims) are

unimpaired and deemed to accept the Plan and, accordingly, are not entitled to vote. Accordingly, the Debtor request that the Court order that no Ballots be sent to the holders of claims in Classes 1, 2, 3 and 4 (collectively, the “Non-Voting Classes”).

*iv. Solicitation Package for Voting Classes.*

30. Bankruptcy Rule 3017(d) provides that the following materials must be provided to holders of claims and interests for purposes of soliciting their votes and providing adequate notice of the hearing on confirmation of a plan of reorganization: “(1) the plan or a court-approved summary of the plan, (2) the disclosure statement approved by the court, (3) notice of the time within which acceptances or rejections of the plan may be filed, and (4) any other information as the court may direct, including any court opinion approving the disclosure statement or a court-approved summary of the opinion.” See FED. R. BANK. P. 3017(d).

31. In accordance with Bankruptcy Rule 3017(d), the Debtor proposes that, within two (2) business days after entry of the Disclosure Statement Order (or as soon as reasonably practicable thereafter), the following materials be distributed to (i) all known holders of claims and equity security interests in Classes 5, 6, 7, 8, 9 and 10 as of the Voting Record Date who are entitled to vote on the Plan, (ii) the U.S. Trustee, and (iii) the Securities and Exchange Commission (the “Solicitation Package”):

- a. A CD Rom or a flash drive containing the Plan, the Disclosure Statement and a copy of this Disclosure Statement Order (without exhibits);
- b. the appropriate Ballot and voting instructions;
- c. the Confirmation Hearing Notice (as defined below);
- d. any supplemental solicitation materials filed with the Court; and
- e. a pre-addressed return envelope.

32. In addition to transmitting the Solicitation Package to creditors and equity security interest holders entitled to vote on the Plan, the Balloting Agent will post copies of the Plan and the Disclosure Statement on its website <http://www.kccllc.net/hcmlp>. The Confirmation Hearing Notice also provides that the Debtor will send, at no cost to the requesting

party, copies of the Plan and Disclosure Statement either electronically, in paper format or by CD-ROM or flash drive at the direction of the requesting party.

33. The proposed Solicitation Package satisfies the requirements of Bankruptcy Rule 3017(d) with respect to the transmission of solicitation materials to creditors and equity security interest holders entitled to vote on the Plan. The Debtor believes that transmittal of the Solicitation Package, in addition to the publication of the Plan and Disclosure Statement on the Balloting Agent's website and transmission of copies of the Plan and the Disclosure Statement upon request of any party-in-interest, will provide creditors and equity security interest holders with adequate information to make an informed decision to accept or reject the Plan and satisfies the solicitation requirements under Bankruptcy Rule 3017(d).

*v. Non-Voting Status for Unimpaired Classes 1, 2, 3 and 4.*

34. Classes 1, 2, 3 and 4 are deemed to accept the Plan because members of those Classes are unimpaired under the terms of the Plan. Therefore, pursuant to section 1126(f), members of Classes 1, 2, 3 and 4 are not entitled to vote on the Plan. In addition, Bankruptcy Rule 3017(d) provides:

If the court orders that the disclosure statement and the plan or a summary of the plan shall not be mailed to any unimpaired class, notice that the class is designated in the plan as unimpaired and notice of the name and address of the person from whom the plan or summary of the plan and disclosure statement may be obtained upon request and at the plan proponent's expense, shall be mailed to members of the unimpaired class together with the notice of the time fixed for filing objections to and the hearing on confirmation.

FED. R. BANKR. P. 3017(d).

35. Accordingly, the Debtor proposes to send only (i) the Confirmation Hearing Notice, and (ii) the Notice of Non-Voting Status (as defined below) to members of Classes 1, 2, 3 and 4. As discussed below, the Notice of Non-Voting Status informs members of Classes 1, 2, 3 and 4 that their respective Class is unimpaired and is not entitled to vote on the Plan. The Notice of Non-Voting Status also informs members of these Classes how they may obtain a copy of the Plan and Disclosure Statement.

*vi. Approval of the Form of Confirmation Hearing Notice and the Notice of Non-Voting Status.*

36. The Debtor requests approval of the notice substantially in the form attached hereto as **Exhibit 1-B** (the “Confirmation Hearing Notice”). The Confirmation Hearing Notice (a) describes the location and time of the Confirmation Hearing, (b) informs parties-in-interest how to obtain a copy of the Plan and Disclosure Statement, (c) gives notice of the Plan Objection Deadline, (d) provides notice of other dates and deadlines applicable to creditors and equity security interest holders under the Plan, (e) describes the requirements for the form of objections to the Plan, (f) gives notice of the Voting Record Date and Voting Deadline, and (g) contains a prominent disclosure of the injunctive provision of the Plan. The Debtor submits that the Confirmation Hearing Notice complies with the notice requirements of Bankruptcy Rules 2002(b) and 2002(c)(3). The Debtor proposes to serve the Confirmation Hearing Notice within two (2) business days after entry of the Disclosure Statement Order (or as soon as reasonably practicable thereafter) on (i) the U.S. Trustee, (ii) counsel to the Committee, (iii) the Securities and Exchange Commission, (iv) all creditors on the list of creditors and equity security holders maintained by the Balloting Agent in this chapter 11 case, and (v) those parties who requested notice pursuant to Bankruptcy Rule 2002.

37. The Debtor also requests approval of the notice of non-voting status (the “Notice of Non-Voting Status”) attached hereto as **Exhibit 1-C**. The Notice of Non-Voting Status is to be delivered to all members of Classes 1, 2, 3 and 4 because members of these Classes are unimpaired and therefore deemed to accept the Plan.

*vii. Returned Solicitation Packages or Confirmation Hearing Notice.*

38. The Debtor anticipates that some of the Solicitation Packages, Confirmation Hearing Notices, or Notices of Non-Voting Status may be returned by the United States Postal Service as undeliverable. The Debtor seeks the Court’s approval for a departure from the strict notice rule so as to excuse the Debtor from re-mailing Solicitation Packages or applicable notices, as the case may be, to those entities whose addresses differ from the addresses in the

claims register or the Debtor's records as of the Voting Record Date. If a creditor or equity security interest holder changes its mailing address after the Petition Date, the burden is on the applicable creditor or equity interest holder, not the Debtor, to advise the Balloting Agent of the new address.

**D. Publication Notice.**

39. In addition to the foregoing, the Debtor requests the authority, but not the obligation, to publish the Confirmation Hearing Notice once in the national edition of the *Wall Street Journal* or similar paper of national circulation within five (5) business days after entry of the Disclosure Statement Order and to pay the costs of such publication.

40. By way of this Motion, the Debtor requests approval of the publication of the Confirmation Hearing Notice substantially in the form attached hereto as **Exhibit 1-B** in the event that the Debtor chooses to publish the Confirmation Hearing Notice.

**E. Tabulation Procedures.**

41. Section 1126(c) provides:

A class of claims has accepted a plan if such plan has been accepted by creditors, other than any entity designated under subsection (e) of this section, that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class held by creditors, other than any entity designated under subsection (e) of this section, that have accepted or rejected such plan.

11 U.S.C. § 1126(c). Bankruptcy Rule 3018(a) provides that the “court after notice and hearing may temporarily allow the claim or interest in an amount which the court deems proper for the purposes of accepting or rejecting a plan.” FED. R. BANKR. P. 3018(a). Local Rule 3018-1 requires that, on at least one day prior to the Confirmation Hearing and unless the Court orders otherwise, a plan proponent must file a ballot certification which identifies the amount and number of allowed claims of each class accepting or rejecting a plan.

42. The Debtor requests that, in tabulating votes, the following rules be used and each holder of a claim or equity security interest within a Class shall only be entitled to vote to accept or reject the Plan in the amount of such claim or equity security interest as is held as of the

Voting Record Date.

43. With respect to claims, and solely for the purpose of voting on the Plan:
- a. If an objection has not been filed to a claim, the amount of such claim for voting purposes shall be the non-contingent, liquidated and undisputed claim amount contained on a timely filed proof of claim or, if no timely filed proof of claim was filed, the non-contingent, liquidated and undisputed amount of such claim listed in the Debtor's schedules filed with the Court;
  - b. If a claim for which a proof of claim has been timely filed is wholly contingent, unliquidated or disputed, undetermined or unknown in amount, such claim shall be temporarily allowed in the amount of \$1.00 for voting purposes only, and not for purposes of allowance or distribution;
  - c. If a claim is partially liquidated and partially unliquidated, such claim shall be allowed for voting purposes only in the liquidated amount;
  - d. If an objection to a timely filed claim is filed, such claim shall be disallowed for voting purposes only and not for purposes of allowance or distribution, except to the extent and in the manner as may be set forth in such objection;
  - e. Proofs of claim filed for \$0.00 are not entitled to vote;
  - f. Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased one or more duplicate claims within the same Class shall be provided with only one Solicitation Package and one Ballot for voting a single claim in such Class, regardless of whether the Debtor has objected to such duplicate claims;
  - g. If a claim is the subject of an amended proof of claim, the originally filed proof of claim shall be deemed superseded by the later filed amended proof of claim, regardless of whether or not the Debtor has objected to such claim, and only the amended proof of claim shall be used for the purpose of determining voting eligibility in accordance with the provisions herein;
  - h. For purposes of the numerosity requirement of section 1126(c), separate claims held by a single creditor in a particular Class shall be aggregated as if such creditor held one claim against the Debtor in such Class, and the votes related to such claims shall be treated as a single vote to accept or reject the Plan;
  - i. If a claim has been disallowed by agreement of the applicable creditor or order of the Court at any time before the Voting Deadline, such claim shall also be disallowed for voting purposes; and
  - j. If a claim has been estimated or otherwise allowed for voting purposes by order of the Court, such claim shall be temporarily allowed in the amount

so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution.

44. With respect to equity security interests in Classes 9 and 10, the amounts of equity security interests for voting purposes only will be established by reference to the respective percentage ownership of such interests as of the Voting Record Date.

45. Creditors seeking temporary allowance of their claims for voting purposes must serve on the Notice Parties and file with the Court a motion seeking temporary allowance for voting purposes. Any such motion, with evidence in support thereof, must be filed no later than such date that will enable a hearing thereon to be held on or prior to the Voting Deadline. It shall be the responsibility of each creditor filing such a motion to schedule a hearing thereon to occur at or prior to the Voting Deadline.

46. In addition, the Debtor requests that the following general voting procedures and standard assumptions be used in tabulating Ballots:

- k. Except to the extent the Debtor otherwise determines, or as permitted by the Court, Ballots received after the Voting Deadline will not be accepted or counted by the Debtor in connection with the confirmation of the Plan;
- l. Claims or interests shall not be split for purposes of voting; thus, each creditor and equity security interest holder shall be deemed to have voted the full amount of its claim and interest either to accept or reject the Plan;
- m. Any executed Ballot which does not indicate an acceptance or rejection shall not be counted;
- n. Any executed Ballot which indicates both an acceptance and rejection of the Plan shall not be counted;
- o. Votes cast pursuant to a Ballot that is not signed or does not contain an original signature shall not be counted, unless the Court orders otherwise;
- p. Parties holding claims or equity security interests in more than one Class under the Plan may receive more than one Ballot coded for each different Class;
- q. The method of delivery of Ballots to be sent to the Balloting Agent is at the election and risk of each holder of a claim or equity security interest, but, except as otherwise provided in the Disclosure Statement, such delivery will be deemed made only when the original, executed Ballot is actually received by the Balloting Agent;



- r. Delivery of the original, executed Ballot to the Balloting Agent on or before the Voting Deadline is required, except where the Ballot is submitted through a customized online balloting portal. The Balloting Agent is authorized to accept Ballots either by (a) regular mail facilitated by a return envelope that the Debtor will provide with each Ballot; overnight courier to HCMLP Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) personal delivery. Additionally, the Balloting Agent is authorized to accept Ballots via electronic, online transmissions through a customized online balloting portal on the Debtor's case website maintained by the Balloting Agent. Ballots submitted via online transmission through the customized online balloting portal shall be deemed to contain an original signature.
- s. Ballots submitted by facsimile, email or other means of electronic transmission, other than through the online balloting portal, will not be counted.
- t. No Ballot sent to the Debtor or the Debtor's financial or legal advisors shall be accepted or counted;
- u. The Debtor expressly reserves the right to amend at any time and from time to time the terms of the Plan (subject to compliance with section 1127 and the terms of the Plan regarding modification). If the Debtor makes material changes in the terms of the Plan, the Debtor will disseminate additional solicitation materials and will extend the solicitation in each case to the extent directed by the Court;
- v. If multiple Ballots are received from or on behalf of an individual holder of a claim or equity security interest with respect to the same claims or interests prior to the Voting Deadline, the last properly completed Ballot timely received will be deemed to reflect the voter's intent and to supersede and revoke any prior Ballot;
- w. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtor, must submit proper evidence satisfactory to the Debtor to so act in such capacity;
- x. The Debtor, in its sole discretion, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting, and without notice. Except as otherwise provided herein, the Debtor may, in its sole discretion, reject such defective Ballot as invalid and, therefore, not count it in connection with confirmation of the Plan;
- y. Unless otherwise ordered by the Court, all questions as to the validity, eligibility (including time of receipt) and revocation or withdrawal of Ballots will be determined by the Debtor in its sole discretion, which determination shall be final and binding;
- z. If a designation is requested under section 1126(e), any vote to accept or reject the Plan cast with respect to such claim or equity security interest

will not be counted for purposes of determining whether the Plan has been accepted or rejected, unless the Court orders otherwise;

- aa. Any holder of a claim or equity security interest who has delivered a valid Ballot voting on the Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a);
- bb. Unless waived or as otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not been cured or waived by the Voting Deadline) will not be counted;
- cc. Neither the Debtor, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to the delivery of Ballots, nor will any of them incur any liability for failure to provide such notification;
- dd. No fees or commissions or other remuneration will be payable to any broker, dealer or other person for soliciting Ballots to accept the Plan;
- ee. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan; and
- ff. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or proof of interest or an assertion or admission of a claim or equity security interest.

**F. Notices to Contact and Lease Counterparties.**

47. The Plan provides that all Executory Contracts and Unexpired Leases not previously assumed shall be deemed rejected, unless the applicable contract and lease: (i) was previously assumed or rejected by the Debtor pursuant to a final order of the Bankruptcy Court entered prior to the effective date of the Plan; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtor on or before the date in which the Court enters an order confirming the Plan; (iv) contains a change of control or similar provision that would be triggered by the chapter 11 case (unless such provision has been irrevocably waived); or (v) is specifically designated as a contract or lease to be assumed in the Plan Supplement on the effective date of the Plan. The Debtor proposes to serve counterparties to Executory Contracts or Unexpired Lease that will be assumed and potentially assigned under the Plan with the proposed notice of assumption and/or

assignment substantially in the form attached hereto as **Exhibit 1-D** (the “Assumption Notice”). The Assumption Notice informs counterparties to Executory Contracts and Unexpired Leases that their applicable agreement will be assumed or assigned by the Debtor, sets forth the proposed cure amounts of the applicable Executory Contracts and Unexpired Leases, and informs the counterparties that they must timely object to the assumption or assignment of their contract or lease in the event of any disputes. In the event the Debtor seeks to assume and assign an Executory Contract or Unexpired Lease, the cure notice will provide the name of any proposed assignee.

48. Proofs of claim with respect to claims arising from the rejection of Executory Contracts and Unexpired Leases by operation of the Plan, if any, must be filed with the Bankruptcy Court within thirty (30) days after the effective date of the Plan. Any claims arising from the rejection of an Executory Contract or Unexpired Lease by operation of the Plan that are not filed within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtor, the Reorganized Debtor, the Debtor’s estate, the Claimant Trust, or property of the foregoing parties, without the need for any objection by the Debtor, Reorganized Debtor, or Claimant Trust, as applicable, or further notice to, or action, order, or approval of, the Bankruptcy Court or any other entity. Claims arising from the rejection of any of the Debtor’s Executory Contracts and Unexpired Leases shall be classified as Class 5 Convenience Claims or Class 7 General Unsecured Claims, as applicable, and shall be treated in accordance with Article III of the Plan.

**No Prior Request**

49. No prior request for the relief sought in this Motion has been made to this or any other court in connection with this chapter 11 case.

**Notice**

50. Notice of this Motion shall be given to the following parties or, in lieu thereof, to their counsel, if known: (a) the Office of the United States Trustee; (b) the Office of the United States Attorney for the Northern District of Texas; (c) the Debtor’s principal secured parties; (d)

counsel to the Committee; and (e) parties requesting notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtor respectfully requests that the Court enter an order, substantially in the form submitted with the Motion, (a) approving the adequacy of the Disclosure Statement; (b) scheduling a hearing to confirm the Plan; (c) establishing the Plan Objection Deadline; (d) approving the form of Ballots, including voting instructions thereto, the Voting Deadline and Solicitation Procedures; (e) approving the form and manner of service of the Confirmation Hearing Notice, Notice of Non-Voting Status, and the Assumption Notice; (f) authorizing publication of the Confirmation Hearing Notice and the form and manner of publication thereof; and (g) granting such other and further relief as the Court deems appropriate.

Dated: September 28, 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**  
**Proposed Order**

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

In re:	)	
	)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., <sup>1</sup>	)	Case No. 19-34054-sgj11
	)	
Debtor.	)	
	)	
	)	

**ORDER (A) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; (B) SCHEDULING A HEARING TO CONFIRM THE FIRST AMENDED PLAN OF REORGANIZATION; (C) ESTABLISHING DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN; (D) APPROVING FORM OF BALLOTS, VOTING DEADLINE AND SOLICITATION PROCEDURES; AND (E) APPROVING FORM AND MANNER OF NOTICE**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtor and debtor-in-possession (the “Debtor”) seeking entry of an order: (a) approving the adequacy of the *Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.*, filed on September 21, 2020 (as amended or modified, the “Disclosure”

<sup>1</sup> 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.

<sup>2</sup> Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed thereto in the Motion.

Statement”); (b) scheduling a hearing to confirm the *First Amended Plan of Reorganization of Highland Capital Management, L.P.* (as amended or modified, the “Plan”); (c) fixing an objection deadline to the Plan; (d) approving the forms of ballots, the voting deadline and solicitation procedures; and (e) approving the form and manner of notices related thereto; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and this Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and after due deliberation and it appearing that sufficient cause exists for granting the requested relief and that such relief is in the best interests of the Debtor’s estate and creditors; it is hereby **ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. The Disclosure Statement is hereby **APPROVED** for solicitation as provided for herein.
3. A hearing to confirm the Plan (the “Confirmation Hearing”) will commence on **December 3, 2020, at 9:30 a.m. (prevailing Central Time)**.
4. The Confirmation Hearing may be continued from time to time by announcing such continuance in open court or otherwise, all without further notice to parties-in-interest.
5. The deadline to file and serve objections to the confirmation of the Plan (the “Plan Objection Deadline”) shall be on **November 20, 2020, at 5:00 p.m. (prevailing Central Time)**.
6. All objections to the confirmation of the Plan, if any, must: (i) be in writing; (ii) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Northern District of Texas; (iii) be filed with the United States Bankruptcy Court for the Northern District of Texas; and (iv) be served upon by the following parties: (a) counsel for the Debtor, Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., 13<sup>th</sup> Floor, Los Angeles, CA 90067, Attn: Jeffrey N. Pomerantz, Ira D. Kharasch, and Gregory V. Demo, Emails: [jpomerantz@pszjlaw.com](mailto:jpomerantz@pszjlaw.com), [ikharasch@pszjlaw.com](mailto:ikharasch@pszjlaw.com), and [gdemo@pszjlaw.com](mailto:gdemo@pszjlaw.com); (b)



counsel for the Debtor, Hayward & Associates PLLC, 10501 N. Central Expy, Ste. 106, Dallas, Texas 75231, Attn: Melissa S. Hayward and Zachery Z. Annable, Emails: MHayward@HaywardFirm.com and ZAnnable@HaywardFirm.com; (c) counsel to the Official Committee of Unsecured Creditors, Sidley Austin LLP, One South Dearborn Street, Chicago, Illinois 60603, Attn: Matthew A. Clemente and Alyssa Russell, Emails: mclemente@sidley.com and Alyssa.russell@sidley.com; and (d) counsel for the Office of the United States Trustee, U.S. Department of Justice, Region 6: Northern District of Texas, Office of The United States Trustee, Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, TX 75242, Attn: Lisa L. Lambert, Email: Lisa.L.Lambert@usdoj.gov (collectively, the “Notice Parties”).

7. The Debtor shall be allowed to file a brief in support of confirmation of the Plan on or before **December 1, 2020 at 5:00 p.m. (prevailing Central Time)** and a reply to any objections to the Plan on or before **December 1, 2020 at 5:00 p.m. (prevailing Central Time)**.

8. The Court shall consider only written objections to the Plan that are timely filed by the Plan Objection Deadline and served upon the Notice Parties.

9. All objections to the Plan must (a) conform to the Bankruptcy Rules, the Local Rules and any orders of the Court in this chapter 11 case, (b) state with particularity the legal and factual grounds for such objection, (c) provide, where applicable, the specific text that the objecting party believes to be appropriate to insert into the Plan, and (d) describe the nature and amount of the objector’s claim or interest.

10. Objections to the Plan not timely filed and served in accordance with the provisions of this Order shall not be heard and shall be overruled.

11. The Voting Record Date is **October 22, 2020**.

12. The deadline for casting a Ballot to accept or reject the Plan (the “Voting Deadline”) shall be **November 20, 2020, at 5:00 p.m. (prevailing Central Time)**.

13. All Ballots accepting or rejecting the Plan must be received by Kurtzman Carson Consultants LLC (the “Balloting Agent”) by no later than **5:00 p.m. (prevailing Central Time)** **on the Voting Deadline** at the following address, as specified on each Ballot, whether sent by

first class mail, personal delivery, or overnight courier:

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

14. Additionally, the Balloting Agent is authorized to accept Ballots via electronic, online transmissions solely through a customized online balloting portal on the Debtor's case website maintained by the Balloting Agent. Ballots submitted via online transmission through the customized online balloting portal shall be deemed to contain an original signature. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

15. The Debtor or the Court may extend the period during which votes will be accepted by the Debtor, in which case the Voting Deadline for such solicitation shall mean the last time and date to which such solicitation is extended.

16. The forms of Ballots and voting instructions thereto, substantially in the form attached hereto as Exhibit A, are hereby approved.

17. All votes to accept or reject the Plan must be cast by using the appropriate Ballot.

18. The Solicitation Procedures are hereby approved; *provided, however*, the Debtor reserves the right to modify, amend or supplement the Solicitation Procedures subject to Court approval.

19. No later than two (2) business days after entry of this Order, (or as soon as reasonably practicable thereafter), the Debtor shall cause the following solicitation materials (the "Solicitation Package") to be distributed to (i) all known holders of claims in Classes 5, 6, 7, 8, 9 and 10 as of the Voting Record Date who are entitled to vote on the Plan, (ii) the U.S. Trustee, and (iii) the Securities and Exchange Commission:

- a. A CD Rom or a flash drive, containing the Plan, the Disclosure Statement and a copy of this Disclosure Statement Order (without exhibits);
- b. the appropriate Ballot and voting instructions;
- c. the Confirmation Hearing Notice;
- d. any supplemental solicitation materials filed with the Court; and

e. a pre-addressed return envelope.

20. The Debtor is required to serve members of Classes 1, 2, 3, and 4 only with (i) the Confirmation Hearing Notice, and (ii) the Notice of Non-Voting Status. Service of such documents under the procedures set forth in the Motion and this Order shall constitute adequate transmission of materials required under Bankruptcy Rule 3017(d).

21. Creditors who have more than one claim within the same Class shall receive only one Solicitation Package and one Ballot for each claim.

22. Each holder of a claim shall be entitled to vote to accept or reject the Plan in the amount of such claim as is held on the Voting Record Date.

23. With respect to claims, and solely for purposes of voting on the Plan:

- f. If an objection has not been filed to a claim, the amount of such claim for voting purposes shall be the non-contingent, liquidated and undisputed claim amount contained on a timely filed proof of claim or, if no timely filed proof of claim was filed, the non-contingent, liquidated and undisputed amount of such claim listed in the Debtor's schedules filed with the Court;
- g. If a claim for which a proof of claim has been timely filed is wholly contingent, unliquidated or disputed, undetermined or unknown in amount, such claim shall be temporarily allowed in the amount of \$1.00 for voting purposes only, and not for purposes of allowance or distribution;
- h. If a claim is partially liquidated and partially unliquidated, such claim shall be allowed for voting purposes only in the liquidated amount;
- i. If an objection to a timely filed claim is filed, such claim shall be disallowed for voting purposes only and not for purposes of allowance or distribution, except to the extent and in the manner as may be set forth in such objection;
- j. Proofs of claim filed for \$0.00 are not entitled to vote;
- k. Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased one or more duplicate claims within the same Class shall be provided with only one Solicitation Package and one Ballot for voting a single claim in such Class, regardless of whether the Debtor has objected to such duplicate claims;
- l. If a claim is the subject of an amended proof of claim, the originally filed proof of claim shall be deemed superseded by the later filed amended proof of claim, regardless of whether or not the Debtor has objected to such claim, and only the amended proof of claim shall be used for the

purpose of determining voting eligibility in accordance with the provisions herein;

- m. For purposes of the numerosity requirement of section 1126(c), separate claims held by a single creditor in a particular Class shall be aggregated as if such creditor held one claim against the Debtor in such Class, and the votes related to such claims shall be treated as a single vote to accept or reject the Plan;
- n. If a claim has been disallowed by agreement of the applicable creditor or order of the Court at any time before the Voting Deadline, such claim shall also be disallowed for voting purposes; and
- o. If a claim has been estimated or otherwise allowed for voting purposes by order of the Court, such claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution.

24. Creditors seeking temporary allowance of their claims for voting purposes must serve the Notice Parties and file with the Court a motion seeking temporary allowance for voting purposes. Any such motion, with evidence in support thereof, must be filed no later than such date that will enable a hearing thereon to be held on or prior to the Voting Deadline. It shall be the responsibility of each creditor filing such a motion to schedule a hearing thereon to occur at or prior to the Voting Deadline.

25. The following general voting procedures and standard assumptions are to be used in tabulating Ballots:

- p. Except to the extent the Debtor otherwise determines, or as permitted by the Court, Ballots received after the Voting Deadline will not be accepted or counted by the Debtor in connection with the confirmation of the Plan;
- q. Claims or interests shall not be split for purposes of voting; thus, each creditor and equity security interest holder shall be deemed to have voted the full amount of its claim and interest either to accept or reject the Plan;
- r. Any executed Ballot which does not indicate an acceptance or rejection shall not be counted;
- s. Any executed Ballot which indicates both an acceptance and rejection of the Plan shall not be counted;
- t. Votes cast pursuant to a Ballot that is not signed or does not contain an original signature shall not be counted, unless the Court orders otherwise;

- u. Parties holding claims or equity security interests in more than one Class under the Plan may receive more than one Ballot coded for each different Class;
- v. The method of delivery of Ballots to be sent to the Balloting Agent is at the election and risk of each holder of a claim or equity security interest, but, except as otherwise provided in the Disclosure Statement, such delivery will be deemed made only when the original, executed Ballot is actually received by the Balloting Agent;
- w. Delivery of the original, executed Ballot to the Balloting Agent on or before the Voting Deadline is required, except where the Ballot is submitted through a customized online balloting portal. The Balloting Agent is authorized to accept Ballots either by (a) regular mail facilitated by a return envelope that the Debtor will provide with each Ballot; (b) overnight courier to HCMLP Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) personal delivery. Additionally, the Balloting Agent is authorized to accept Ballots via electronic, online transmissions through a customized online balloting portal on the Debtor's case website maintained by the Balloting Agent. Ballots submitted via online transmission through the customized online balloting portal shall be deemed to contain an original signature;
- x. Ballots submitted by facsimile, email or other means of electronic transmission, other than the online balloting portal, will not be counted;
- y. No Ballot sent to the Debtor or the Debtor's financial or legal advisors shall be accepted or counted;
- z. The Debtor expressly reserves the right to amend at any time and from time to time the terms of the Plan (subject to compliance with section 1127 and the terms of the Plan regarding modification). If the Debtor makes material changes in the terms of the Plan, the Debtor will disseminate additional solicitation materials and will extend the solicitation in each case to the extent directed by the Court;
- aa. If multiple Ballots are received from or on behalf of an individual holder of a claim or equity security interest with respect to the same claims or interests prior to the Voting Deadline, the last properly completed Ballot timely received will be deemed to reflect the voter's intent and to supersede and revoke any prior Ballot;
- bb. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtor, must submit proper evidence satisfactory to the Debtor to so act in such capacity;
- cc. The Debtor, in its sole discretion, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting, and without notice. Except as otherwise provided herein, the Debtor may, in its sole discretion, reject such defective Ballot as invalid and, therefore, not count it in connection with confirmation of the Plan;

- dd. Unless otherwise ordered by the Court, all questions as to the validity, eligibility (including time of receipt) and revocation or withdrawal of Ballots will be determined by the Debtor in its sole discretion, which determination shall be final and binding;
- ee. If a designation is requested under section 1126(e), any vote to accept or reject the Plan cast with respect to such claim or equity security interest will not be counted for purposes of determining whether the Plan has been accepted or rejected, unless the Court orders otherwise;
- ff. Any holder of a claim or equity security interest who has delivered a valid Ballot voting on the Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a);
- gg. Unless waived or as otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not been cured or waived by the Voting Deadline) will not be counted;
- hh. Neither the Debtor, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to the delivery of Ballots, nor will any of them incur any liability for failure to provide such notification;
- ii. No fees or commissions or other remuneration will be payable to any broker, dealer or other person for soliciting Ballots to accept the Plan;
- jj. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan; and
- kk. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or proof of interest or an assertion or admission of a claim or equity security interest.

26. The Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit B**, is hereby approved.

27. The Debtor shall serve the Confirmation Hearing Notice by no later than **two (2) business days following the entry of this Order (or as soon as reasonably practicable thereafter)**, on (i) the U.S. Trustee, (ii) counsel to the Committee, if any, (iii) the Securities and Exchange Commission, (iv) all creditors on the list of creditors and equity security holders maintained by the Balloting Agent in this chapter 11 case, and (v) those parties who requested notice pursuant to Bankruptcy Rule 2002.

28. The Notice of Non-Voting Status, substantially in the form attached hereto as **Exhibit C**, is hereby approved.

29. The Assumption Notice, substantially in the form attached hereto as **Exhibit D**, is hereby approved.

30. Consistent with section 1126 and Bankruptcy Rule 3017(d), Solicitation Packages shall not be distributed to holders of claims in the Non-Voting Classes (*i.e.*, Classes 1, 2, 3 and 4); *provided, however*, that members of Classes 1, 2, 3 and 4 shall receive the Confirmation Hearing Notice and Notice of Non-Voting Status, which includes instructions on how to obtain copies of the Solicitation Package, if so desired.

31. To the extent that the Debtor, in its sole discretion, elects to publish the Confirmation Hearing Notice, such publication, substantially in the form of Confirmation Hearing Notice attached hereto as **Exhibit B**, is approved, and the Debtor, to the extent that it elects to publish the Confirmation Hearing Notice, shall publish the Confirmation Hearing Notice in the national edition of the *Wall Street Journal* or similar paper of national circulation on or before October 29, 2020 and may pay the costs of such publication.

32. The Debtor is excused from re-mailing Solicitation Packages, the Confirmation Hearing Notice, or Notice of Non-Voting Status, as the case may be, to those entities whose addresses differ from the addresses in the claims register or the Debtor's records as of the Voting Record Date.

33. The Debtor is authorized and empowered to take all actions and execute such other documents as may be necessary to implement the relief granted herein.

34. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

**### END OF ORDER ###**

**EXHIBIT 1-A**

**Forms of Ballot for Classes 5, 6, 7, 8, 9 and 10**



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

In re:	)	
	)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., <sup>1</sup>	)	
	)	Case No. 19-34054-sgj11
Debtor.	)	
	)	

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE  
OR TO MAKE ANY REPRESENTATION OTHER THAN WHAT IS CONTAINED IN  
THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS  
AUTHORIZED BY THE BANKRUPTCY COURT**

**BALLOT FOR ACCEPTING OR REJECTING THE *PLAN OF REORGANIZATION OF  
HIGHLAND CAPITAL MANAGEMENT, L.P.***

**CLASS 5 BALLOT – Convenience Claims**

**PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THE BALLOT.**

This Ballot may not be used for any purpose other than for submitting a vote to accept or reject the *First Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. \_\_\_] (as may be amended or modified, the “Plan”). All capitalized terms used in this ballot (the “Ballot”), including in the voting instructions attached to this Ballot (the “Voting Instructions”), but not otherwise defined therein shall have the meaning ascribed to them in the Plan.

On \_\_\_\_\_, 2020, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered an Order [Docket No. \_\_\_] approving the *Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.* (as may be modified or amended) (the “Disclosure Statement”) as containing adequate information and authorized the above-captioned debtor (the “Debtor”) to transmit the Disclosure Statement, Plan and this Ballot to holders of claims and equity security interests entitled to vote on the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on an impaired class if it is accepted by the holders of at least two-thirds in dollar amount and more than one-half in number of claims that actually vote in the class of claims voting on the Plan and more than half of the equity security interests that actually vote on the Plan. In the event the requisite acceptances are not obtained, the Bankruptcy Court may nevertheless confirm the Plan if the

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<sup>1</sup> 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.

Bankruptcy Court finds that the Plan accords fair and equitable treatment to the class or classes rejecting it and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

**BALLOTS CAST BY FACSIMILE OR E-MAIL WILL NOT BE COUNTED.**

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**This Ballot must be received by Kurtzman Carson Consultants LLC (the “Balloting Agent”) by 5:00 p.m. prevailing Central Time, on or before \_\_\_\_\_, 2020 (the “Voting Deadline”), unless the Debtor or the Bankruptcy Court extends the period during which votes will be accepted by the Debtor, in which case the term “Voting Deadline” shall mean the last time and date to which such date is extended. Please review the enclosed voting instructions in connection with casting your ballot or accept or reject the Plan.**

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**Item 1. Acceptance or Rejection of the Plan**

The undersigned certifies that as of \_\_\_\_\_, 2020 (the “Record Date”), the undersigned was the holder of a Class 5 Convenience Claim in the aggregate outstanding amount of \$\_\_\_\_\_.<sup>2</sup>

**CHECK ONE BOX**

- I hereby vote the above Claim to ACCEPT the Plan
- I hereby vote the above Claim to REJECT the Plan

**NOTE: You must vote all of your Class 5 Claim either to accept or reject the Plan, and may not split such vote.**

**Item 2. Optional Election to be Treated as a Class 7 General Unsecured Claim.** By checking the box below, regardless of the amount of your Class 5 Convenience Claim, you elect to have your Claim treated as a Class 7 General Unsecured Claim for all purposes, including voting. If you elect to have your Class 5 Convenience Claim treated as a Class 7 General Unsecured Claim; (i) your vote on this Ballot to accept or reject the Plan will be treated as a vote to accept or reject in Class 7 and (ii) you will be giving up the distribution amount for Class 5 Convenience Claims in exchange for that provided to Class 7 General Unsecured Claims.

Holders of Allowed Convenience Claims in Class 5 shall receive a distribution in Cash equal to up to either (a) 75% of the Allowed amount of such Holder’s Class 5 Claim or (b) if the total amount of the Allowed Class 5 Claims exceed \$15,000,000, such Holder’s pro rata share of the Convenience Claims Cash Pool. Holders of Class 7 General Unsecured Claims shall receive (i) its Pro Rata share of the Claimant Trust Interests or (ii) such other less favorable treatment as to which such Holder and the Claimant Trustee shall have agreed upon in writing.

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<sup>2</sup> For voting purposes only. Subject to tabulation rules.

- I hereby elect to have my Class 5 Convenience Claim identified in Item 1 treated as a Class 7 General Unsecured Claim for all purposes.

**Item 3. Certification**

By signing this Ballot, the undersigned certifies with respect to the claim(s) identified in Item 1, above, that:

(i) such person or entity is the holder of the aggregate amount of the Class 5 Claim(s) set forth in Item 1 herein or is an authorized signatory, and has full power and authority to vote to accept or reject the Plan;

(ii) such person or entity has received and reviewed a copy of the Disclosure Statement and the Plan, the Ballot and other solicitation materials and documents related thereto, and acknowledges that the solicitation of votes to accept or reject the Plan is being made solely pursuant to the statements and conditions set forth therein;

(iii) such person or entity has cast the same vote on every Ballot completed by such person or Entity with respect to holdings of Class 5 Claims;

(iv) no other Ballots with respect to the Class 5 Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Class 5 Claims, such earlier Ballots are hereby revoked;

(v) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

If the holder entitled to vote is a corporation, please sign in corporate name by authorized officer, or if a partnership, please sign in partnership name by authorized person.

NAME OF VOTER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

BY: \_\_\_\_\_  
(If appropriate)

TITLE: \_\_\_\_\_  
(If appropriate)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TEL. NO. ( ) \_\_\_\_\_ - \_\_\_\_\_ DATE: \_\_\_\_\_

This Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED A BALLOT OR ADDITIONAL COPIES OF THE PLAN, DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE BALLOTING AGENT, KCC, VIA EMAIL AT [HIGHLANDINFO@KCCLLC.COM](mailto:HIGHLANDINFO@KCCLLC.COM) AND REFERENCE "HIGHLAND CAPITAL MANAGEMENT, L.P." IN THE SUBJECT LINE OR BY TELEPHONE AT TOLL FREE: (877) 573-3984, OR INTERNATIONAL: (310) 751-1829.

**IN ORDER FOR YOUR VOTE TO COUNT, PLEASE COMPLETE, SIGN AND DATE THE BALLOT AND RETURN IT SO THAT IT IS RECEIVED BY THE BALLOTING AGENT ON OR BEFORE THE VOTING DEADLINE TO THE ADDRESS PROVIDED BELOW.**

**If by first class mail, personal delivery or overnight mail, to:**

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

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Alternatively, you may submit your Ballot via the Balloting Agent's online portal. Please visit <http://www.kccllc.net/hcmlp> and click on the "Submit Electronic Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique Electronic Ballot ID #: \_\_\_\_\_  
Unique Electronic Ballot PIN #: \_\_\_\_\_

Each Electronic Ballot ID# is to be used solely for voting on those Claims in Item 1 Below of your electronic ballot. Please complete and submit an electronic ballot for each Electronic Ballot ID# you receive, as applicable. Parties who cast a Ballot using the Balloting Agent's online portal should NOT also submit a paper Ballot.

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## VOTING INSTRUCTIONS

The following general voting procedures and standard assumptions be used in tabulating Ballots:

1. Except to the extent the Debtor otherwise determines, or as permitted by the Court and Ballots received after the Voting Deadline will not be accepted or counted by the Debtor in connection with the confirmation of the Plan;
2. Claims or interests shall not be split for purposes of voting; thus, each creditor and equity security interest holder shall be deemed to have voted the full amount of its claim and interest either to accept or reject the Plan;
3. Any executed Ballot which does not indicate an acceptance or rejection shall not be counted;
4. Any executed Ballot which indicates both an acceptance and rejection of the Plan shall not be counted;
5. Votes cast pursuant to a Ballot that is not signed or does not contain an original signature shall not be counted, unless the Court orders otherwise;
6. Parties holding claims or equity security interests in more than one Class under the Plan may receive more than one Ballot coded for each different Class;
7. The method of delivery of Ballots to be sent to the Balloting Agent is at the election and risk of each holder of a claim or equity security interest, but, except as otherwise provided in the Disclosure Statement, such delivery will be deemed made only when the original, executed Ballot is actually received by the Balloting Agent;
8. Delivery of the original, executed Ballot to the Balloting Agent on or before the Voting Deadline is required, except where the Ballot is submitted through a customized online balloting portal. The Balloting Agent is authorized to accept Ballots either by (a) regular mail facilitated by a return envelope that the Debtor will provide with each Ballot; overnight courier to HCMLP Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) personal delivery. Additionally, the Balloting Agent is authorized to accept Ballots via electronic, online transmissions through a customized online balloting portal on the Debtor's case website maintained by the Balloting Agent. Ballots submitted via online transmission through the customized online balloting portal shall be deemed to contain an original signature;
9. Ballots submitted by facsimile, email or other means of electronic transmission other than the online balloting portal, will not be counted.
10. No Ballot sent to the Debtor, or the Debtor's financial or legal advisors, shall be accepted or counted;
11. The Debtor expressly reserves the right to amend at any time and from time to time the terms of the Plan (subject to compliance with § 1127 and the terms of the Plan regarding modification). If the Debtor makes material changes in the terms of the Plan the Debtor will disseminate additional solicitation materials and will extend the solicitation, in each case to the extent directed by the Court;

12. If multiple Ballots are received from or on behalf of an individual holder of a claim or equity security interest with respect to the same claims or interests prior to the Voting Deadline, the last properly completed Ballot timely received will be deemed to reflect the voter's intent and to supersede and revoke any prior Ballot;
13. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtor, must submit proper evidence satisfactory to the Debtor to so act in such capacity;
14. The Debtor, in its sole discretion, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting, and without notice. Except as otherwise provided herein, the Debtor may, in its sole discretion, reject such defective Ballot as invalid and, therefore, not count it in connection with confirmation of the Plan;
15. Unless otherwise ordered by the Court, all questions as to the validity, eligibility (including time of receipt) and revocation or withdrawal of Ballots will be determined by the Debtor, in its sole discretion, which determination shall be final and binding;
16. If a designation is requested under § 1126(e), any vote to accept or reject the Plan cast with respect to such claim or equity security interest will not be counted for purposes of determining whether the Plan has been accepted or rejected, unless the Court orders otherwise;
17. Any holder of a claim or equity security interest who has delivered a valid Ballot voting on the Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a);
18. Unless waived or as otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not been cured or waived by the Voting Deadline) will not be counted;
19. Neither the Debtor, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to the delivery of Ballots, nor will any of them incur any liability for failure to provide such notification;
20. No fees or commissions or other remuneration will be payable to any broker, dealer or other person for soliciting Ballots to accept the Plan;
21. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan; and
22. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or proof of interest or an assertion or admission of a claim or equity security interest.

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

In re:	)	
	)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., <sup>1</sup>	)	
	)	Case No. 19-34054-sgj11
Debtor.	)	
	)	

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE  
OR TO MAKE ANY REPRESENTATION OTHER THAN WHAT IS CONTAINED IN  
THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS  
AUTHORIZED BY THE BANKRUPTCY COURT**

**BALLOT FOR ACCEPTING OR REJECTING THE *PLAN OF REORGANIZATION OF  
HIGHLAND CAPITAL MANAGEMENT, L.P.***

**CLASS 6 BALLOT – Unpaid Employee Claims**

**PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THE BALLOT.**

This Ballot may not be used for any purpose other than for submitting a vote to accept or reject the *First Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. \_\_\_] (as may be amended or modified, the “Plan”). All capitalized terms used in this ballot (the “Ballot”), including in the voting instructions attached to this Ballot (the “Voting Instructions”), but not otherwise defined therein shall have the meaning ascribed to them in the Plan.

On \_\_\_\_\_, 2020, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered an Order [Docket No. \_\_\_] approving the *Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.* (as may be modified or amended) (the “Disclosure Statement”) as containing adequate information and authorized the above-captioned debtor (the “Debtor”) to transmit the Disclosure Statement, Plan and this Ballot to holders of claims and equity security interests entitled to vote on the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on an impaired class if it is accepted by the holders of at least two-thirds in dollar amount and more than one-half in number of claims that actually vote in the class of claims voting on the Plan and more than half of the equity security interests that actually vote on the Plan. In the event the requisite acceptances are not obtained, the Bankruptcy Court may nevertheless confirm the Plan if the

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<sup>1</sup> 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.

Bankruptcy Court finds that the Plan accords fair and equitable treatment to the class or classes rejecting it and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

**BALLOTS CAST BY FACSIMILE OR E-MAIL WILL NOT BE COUNTED.**

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**This Ballot must be received by Kurtzman Carson Consultants LLC (the “Balloting Agent”) by 5:00 p.m. prevailing Central Time, on or before \_\_\_\_\_, 2020 (the “Voting Deadline”), unless the Debtor or the Bankruptcy Court extends the period during which votes will be accepted by the Debtor, in which case the term “Voting Deadline” shall mean the last time and date to which such date is extended. Please review the enclosed voting instructions in connection with casting your ballot or accept or reject the Plan.**

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**Item 1. Acceptance or Rejection of the Plan**

The undersigned certifies that as of \_\_\_\_\_, 2020 (the “Record Date”), the undersigned was the holder of a Class 6 Claim (Unpaid Employee Claims) in the aggregate outstanding amount of \$\_\_\_\_\_.<sup>2</sup>

**CHECK ONE BOX**

- I hereby vote the above Claim to ACCEPT the Plan
- I hereby vote the above Claim to REJECT the Plan

**NOTE: You must vote all of your Class 6 Claim either to accept or reject the Plan, and may not split such vote.**

**Item 2. Optional Election to be Treated as a Class 7 General Unsecured Claim.** By checking the box below, regardless of the amount of your Class 6 Unpaid Employee Claim, you elect to have your Claim treated as a Class 7 General Unsecured Claim for all purposes, including voting. If you elect to have your Class 6 Unpaid Employee Claim treated as a Class 7 General Unsecured Claim; (i) your vote on this Ballot to accept or reject the Plan will be treated as a vote to accept or reject in Class 7 and (ii) you will be giving up the distribution amount for Class 6 Unpaid Employee Claims in exchange for that provided to Class 7 General Unsecured Claims.

Holders of Allowed Unpaid Employee Claims in Class 6 shall receive a distribution in Cash equal to up to either (a) 75% of the Allowed amount of such Holder’s Class 6 Claim or (b) if the total amount of the Allowed Class 6 Claims exceed \$3,000,000, such Holder’s pro rata share of the Unpaid Employee Claims Cash Pool. Holders of Class 7 General Unsecured Claims shall receive (i) its Pro Rata share of the Claimant Trust Interests or (ii) such other less favorable treatment as to which such Holder and the Claimant Trustee shall have agreed upon in writing.

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<sup>2</sup> For voting purposes only. Subject to tabulation rules.



- I hereby elect to have my Class 6 Unpaid Employee Claim identified in Item 1 treated as a Class 7 General Unsecured Claim for all purposes.

Item 3. Certification

By signing this Ballot, the undersigned certifies with respect to the claim(s) identified in Item 1, above, that:

(vi) such person or entity is the holder of the aggregate amount of the Class 6 Claim(s) set forth in Item 1 herein or is an authorized signatory, and has full power and authority to vote to accept or reject the Plan;

(vii) such person or entity has received and reviewed a copy of the Disclosure Statement and the Plan, the Ballot and other solicitation materials and documents related thereto, and acknowledges that the solicitation of votes to accept or reject the Plan is being made solely pursuant to the statements and conditions set forth therein;

(viii) such person or entity has cast the same vote on every Ballot completed by such person or Entity with respect to holdings of Class 6 Claims;

(ix) no other Ballots with respect to the Class 6 Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Class 6 Claims, such earlier Ballots are hereby revoked;

(x) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

If the holder entitled to vote is a corporation, please sign in corporate name by authorized officer, or if a partnership, please sign in partnership name by authorized person.

NAME OF VOTER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

BY: \_\_\_\_\_ (If appropriate)

TITLE: \_\_\_\_\_ (If appropriate)

ADDRESS: \_\_\_\_\_

TEL. NO. ( ) \_\_\_\_\_ - \_\_\_\_\_ DATE: \_\_\_\_\_

This Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED A BALLOT OR ADDITIONAL COPIES OF THE PLAN, DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE BALLOTING AGENT, KCC, VIA EMAIL AT HIGHLANDINFO@KCCLLC.COM AND REFERENCE “HIGHLAND CAPITAL MANAGEMENT, L.P.” IN THE SUBJECT LINE OR BY TELEPHONE AT TOLL FREE: (877) 573-3984, OR INTERNATIONAL: (310) 751-1829.

**IN ORDER FOR YOUR VOTE TO COUNT, PLEASE COMPLETE, SIGN AND DATE THE BALLOT AND RETURN IT SO THAT IT IS RECEIVED BY THE BALLOTING AGENT ON OR BEFORE THE VOTING DEADLINE TO THE ADDRESS PROVIDED BELOW.**

**If by first class mail, personal delivery or overnight mail, to:**

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

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Alternatively, you may submit your Ballot via the Balloting Agent’s online portal. Please visit <http://www.kccllc.net/hcmlp> and click on the “Submit Electronic Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique Electronic Ballot ID #: \_\_\_\_\_  
Unique Electronic Ballot PIN #: \_\_\_\_\_

Each Electronic Ballot ID# is to be used solely for voting on those Claims in Item 1 Below of your electronic ballot. Please complete and submit an electronic ballot for each Electronic Ballot ID# you receive, as applicable. Parties who cast a Ballot using the Balloting Agent’s online portal should NOT also submit a paper Ballot.

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## VOTING INSTRUCTIONS

The following general voting procedures and standard assumptions be used in tabulating Ballots:

1. Except to the extent the Debtor otherwise determines, or as permitted by the Court and Ballots received after the Voting Deadline will not be accepted or counted by the Debtor in connection with the confirmation of the Plan;
2. Claims or interests shall not be split for purposes of voting; thus, each creditor and equity security interest holder shall be deemed to have voted the full amount of its claim and interest either to accept or reject the Plan;
3. Any executed Ballot which does not indicate an acceptance or rejection shall not be counted;
4. Any executed Ballot which indicates both an acceptance and rejection of the Plan shall not be counted;
5. Votes cast pursuant to a Ballot that is not signed or does not contain an original signature shall not be counted, unless the Court orders otherwise;
6. Parties holding claims or equity security interests in more than one Class under the Plan may receive more than one Ballot coded for each different Class;
7. The method of delivery of Ballots to be sent to the Balloting Agent is at the election and risk of each holder of a claim or equity security interest, but, except as otherwise provided in the Disclosure Statement, such delivery will be deemed made only when the original, executed Ballot is actually received by the Balloting Agent;
8. Delivery of the original, executed Ballot to the Balloting Agent on or before the Voting Deadline is required, except where the Ballot is submitted through a customized online balloting portal. The Balloting Agent is authorized to accept Ballots either by (a) regular mail facilitated by a return envelope that the Debtor will provide with each Ballot; overnight courier to HCMLP Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) personal delivery. Additionally, the Balloting Agent is authorized to accept Ballots via electronic, online transmissions through a customized online balloting portal on the Debtor's case website maintained by the Balloting Agent. Ballots submitted via online transmission through the customized online balloting portal shall be deemed to contain an original signature;
9. Ballots submitted by facsimile, email or other means of electronic transmission other than the online balloting portal, will not be counted.
10. No Ballot sent to the Debtor, or the Debtor's financial or legal advisors, shall be accepted or counted;
11. The Debtor expressly reserves the right to amend at any time and from time to time the terms of the Plan (subject to compliance with § 1127 and the terms of the Plan regarding modification). If the Debtor makes material changes in the terms of the Plan the Debtor will disseminate additional solicitation materials and will extend the solicitation, in each case to the extent directed by the Court;

12. If multiple Ballots are received from or on behalf of an individual holder of a claim or equity security interest with respect to the same claims or interests prior to the Voting Deadline, the last properly completed Ballot timely received will be deemed to reflect the voter's intent and to supersede and revoke any prior Ballot;
13. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtor, must submit proper evidence satisfactory to the Debtor to so act in such capacity;
14. The Debtor, in its sole discretion, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting, and without notice. Except as otherwise provided herein, the Debtor may, in its sole discretion, reject such defective Ballot as invalid and, therefore, not count it in connection with confirmation of the Plan;
15. Unless otherwise ordered by the Court, all questions as to the validity, eligibility (including time of receipt) and revocation or withdrawal of Ballots will be determined by the Debtor, in its sole discretion, which determination shall be final and binding;
16. If a designation is requested under § 1126(e), any vote to accept or reject the Plan cast with respect to such claim or equity security interest will not be counted for purposes of determining whether the Plan has been accepted or rejected, unless the Court orders otherwise;
17. Any holder of a claim or equity security interest who has delivered a valid Ballot voting on the Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a);
18. Unless waived or as otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not been cured or waived by the Voting Deadline) will not be counted;
19. Neither the Debtor, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to the delivery of Ballots, nor will any of them incur any liability for failure to provide such notification;
20. No fees or commissions or other remuneration will be payable to any broker, dealer or other person for soliciting Ballots to accept the Plan;
21. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan; and
22. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or proof of interest or an assertion or admission of a claim or equity security interest.

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

In re:	)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., <sup>1</sup>	)	Case No. 19-34054-sgj11
Debtor.	)	

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE OR TO MAKE ANY REPRESENTATION OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT**

**BALLOT FOR ACCEPTING OR REJECTING THE *PLAN OF REORGANIZATION OF HIGHLAND CAPITAL MANAGEMENT, L.P.***

**CLASS 7 BALLOT – General Unsecured Claims**

**PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE BALLOT.**

This Ballot may not be used for any purpose other than for submitting a vote to accept or reject the *First Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. \_\_\_] (as may be amended or modified, the “Plan”). All capitalized terms used in this ballot (the “Ballot”), including in the voting instructions attached to this Ballot (the “Voting Instructions”), but not otherwise defined therein shall have the meaning ascribed to them in the Plan.

On \_\_\_\_\_, 2020, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered an Order [Docket No. \_\_\_] approving the *Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.* (as may be modified or amended) (the “Disclosure Statement”) as containing adequate information and authorized the above-captioned debtor (the “Debtor”) to transmit the Disclosure Statement, Plan and this Ballot to holders of claims and equity security interests entitled to vote on the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on an impaired class if it is accepted by the holders of at least two-thirds in dollar amount and more than one-half in number of claims that actually vote in the class of claims voting on the Plan and more than half of the equity security interests that actually vote on the Plan. In the event the requisite acceptances are not obtained, the Bankruptcy Court may nevertheless confirm the Plan if the

<sup>1</sup> 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.

Bankruptcy Court finds that the Plan accords fair and equitable treatment to the class or classes rejecting it and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

**BALLOTS CAST BY FACSIMILE OR E-MAIL WILL NOT BE COUNTED.**

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**This Ballot must be received by Kurtzman Carson Consultants LLC (the “Balloting Agent”) by 5:00 p.m. prevailing Central Time, on or before \_\_\_\_\_, 2020 (the “Voting Deadline”), unless the Debtor or the Bankruptcy Court extends the period during which votes will be accepted by the Debtor, in which case the term “Voting Deadline” shall mean the last time and date to which such date is extended. Please review the enclosed voting instructions in connection with casting your ballot or accept or reject the Plan.**

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**Item 1. Acceptance or Rejection of the Plan**

The undersigned certifies that as of \_\_\_\_\_, 2020 (the “Record Date”), the undersigned was the holder of a Class 7 Claim (General Unsecured Claims) in the aggregate outstanding amount of \$\_\_\_\_\_.<sup>2</sup>

**CHECK ONE BOX**

- I hereby vote the above Claim to ACCEPT the Plan
- I hereby vote the above Claim to REJECT the Plan

**NOTE: You must vote all of your Class 7 Claim either to accept or reject the Plan, and may not split such vote.**

**Item 2. Certification**

By signing this Ballot, the undersigned certifies with respect to the claim(s) identified in Item 1, above, that:

(i) such person or entity is the holder of the aggregate amount of the Class 7 Claim(s) set forth in Item 1 herein or is an authorized signatory, and has full power and authority to vote to accept or reject the Plan;

(ii) such person or entity has received and reviewed a copy of the Disclosure Statement and the Plan, the Ballot and other solicitation materials and documents related thereto, and acknowledges that the solicitation of votes to accept or reject the Plan is being made solely pursuant to the statements and conditions set forth therein;

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<sup>2</sup> For voting purposes only. Subject to tabulation rules.

(iii) such person or entity has cast the same vote on every Ballot completed by such person or Entity with respect to holdings of Class 7 Claims;

(iv) no other Ballots with respect to the Class 7 Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Class 7 Claims, such earlier Ballots are hereby revoked;

(v) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

If the holder entitled to vote is a corporation, please sign in corporate name by authorized officer, or if a partnership, please sign in partnership name by authorized person.

NAME OF VOTER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

BY: \_\_\_\_\_  
(If appropriate)

TITLE: \_\_\_\_\_  
(If appropriate)

ADDRESS: \_\_\_\_\_

TEL. NO. ( ) \_\_\_\_\_ - \_\_\_\_\_ DATE: \_\_\_\_\_

This Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED A BALLOT OR ADDITIONAL COPIES OF THE PLAN, DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE BALLOTING AGENT, KCC, VIA EMAIL AT [HIGHLANDINFO@KCCLLC.COM](mailto:HIGHLANDINFO@KCCLLC.COM) AND REFERENCE "HIGHLAND CAPITAL MANAGEMENT, L.P." IN THE SUBJECT LINE OR BY TELEPHONE AT TOLL FREE: (877) 573-3984, OR INTERNATIONAL: (310) 751-1829.

**IN ORDER FOR YOUR VOTE TO COUNT, PLEASE COMPLETE, SIGN AND DATE THE BALLOT AND RETURN IT SO THAT IT IS RECEIVED BY THE BALLOTING AGENT ON OR BEFORE THE VOTING DEADLINE TO THE ADDRESS PROVIDED BELOW.**

**If by first class mail, personal delivery or overnight mail, to:**

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

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Alternatively, you may submit your Ballot via the Balloting Agent's online portal. Please visit <http://www.kccllc.net/hcmlp> and click on the "Submit Electronic Ballot" section of the website and follow the instructions to submit your Ballot.

**IMPORTANT NOTE:** You will need the following information to retrieve and submit your customized electronic Ballot:

Unique Electronic Ballot ID #: \_\_\_\_\_  
Unique Electronic Ballot PIN #: \_\_\_\_\_

Each Electronic Ballot ID# is to be used solely for voting on those Claims in Item 1 Below of your electronic ballot. Please complete and submit an electronic ballot for each Electronic Ballot ID# you receive, as applicable. Parties who cast a Ballot using the Balloting Agent's online portal should NOT also submit a paper Ballot.

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### **VOTING INSTRUCTIONS**

The following general voting procedures and standard assumptions be used in tabulating Ballots:

1. Except to the extent the Debtor otherwise determines, or as permitted by the Court and Ballots received after the Voting Deadline will not be accepted or counted by the Debtor in connection with the confirmation of the Plan;
2. Claims or interests shall not be split for purposes of voting; thus, each creditor and equity security interest holder shall be deemed to have voted the full amount of its claim and interest either to accept or reject the Plan;
3. Any executed Ballot which does not indicate an acceptance or rejection shall not be counted;
4. Any executed Ballot which indicates both an acceptance and rejection of the Plan shall not be counted;
5. Votes cast pursuant to a Ballot that is not signed or does not contain an original signature shall not be counted, unless the Court orders otherwise;
6. Parties holding claims or equity security interests in more than one Class under the Plan may receive more than one Ballot coded for each different Class;
7. The method of delivery of Ballots to be sent to the Balloting Agent is at the election and risk of each holder of a claim or equity security interest, but, except as otherwise provided in the Disclosure Statement, such delivery will be deemed made only when the original, executed Ballot is actually received by the Balloting Agent;
8. Delivery of the original, executed Ballot to the Balloting Agent on or before the Voting Deadline is required, except where the Ballot is submitted through a customized online balloting portal. The Balloting Agent is authorized to accept Ballots either by (a) regular mail facilitated by a return envelope that the Debtor will provide with each Ballot; overnight courier to HCMLP Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) personal delivery. Additionally, the Balloting Agent is authorized to accept Ballots via electronic, online transmissions through a customized online balloting portal on the Debtor's case website maintained by the Balloting Agent. Ballots submitted via online transmission through the customized online balloting portal shall be deemed to contain an original signature;
9. Ballots submitted by facsimile, email or other means of electronic transmission other than the online balloting portal, will not be counted.
10. No Ballot sent to the Debtor, or the Debtor's financial or legal advisors, shall be accepted or counted;
11. The Debtor expressly reserves the right to amend at any time and from time to time the terms of the Plan (subject to compliance with § 1127 and the terms of the Plan regarding modification). If the Debtor makes material changes in the terms of the Plan the Debtor will disseminate additional solicitation materials and will extend the solicitation, in each case to the extent directed by the Court;

12. If multiple Ballots are received from or on behalf of an individual holder of a claim or equity security interest with respect to the same claims or interests prior to the Voting Deadline, the last properly completed Ballot timely received will be deemed to reflect the voter's intent and to supersede and revoke any prior Ballot;
13. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtor, must submit proper evidence satisfactory to the Debtor to so act in such capacity;
14. The Debtor, in its sole discretion, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting, and without notice. Except as otherwise provided herein, the Debtor may, in its sole discretion, reject such defective Ballot as invalid and, therefore, not count it in connection with confirmation of the Plan;
15. Unless otherwise ordered by the Court, all questions as to the validity, eligibility (including time of receipt) and revocation or withdrawal of Ballots will be determined by the Debtor, in its sole discretion, which determination shall be final and binding;
16. If a designation is requested under § 1126(e), any vote to accept or reject the Plan cast with respect to such claim or equity security interest will not be counted for purposes of determining whether the Plan has been accepted or rejected, unless the Court orders otherwise;
17. Any holder of a claim or equity security interest who has delivered a valid Ballot voting on the Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a);
18. Unless waived or as otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not been cured or waived by the Voting Deadline) will not be counted;
19. Neither the Debtor, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to the delivery of Ballots, nor will any of them incur any liability for failure to provide such notification;
20. No fees or commissions or other remuneration will be payable to any broker, dealer or other person for soliciting Ballots to accept the Plan;
21. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan; and
22. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or proof of interest or an assertion or admission of a claim or equity security interest.

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

In re:	)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., <sup>1</sup>	)	Case No. 19-34054-sgj11
Debtor.	)	

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE OR TO MAKE ANY REPRESENTATION OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT**

**BALLOT FOR ACCEPTING OR REJECTING THE *PLAN OF REORGANIZATION OF HIGHLAND CAPITAL MANAGEMENT, L.P.***

**CLASS 8 BALLOT – Subordinated Claims**

**PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE BALLOT.**

This Ballot may not be used for any purpose other than for submitting a vote to accept or reject the *First Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. \_\_\_] (as may be amended or modified, the “Plan”). All capitalized terms used in this ballot (the “Ballot”), including in the voting instructions attached to this Ballot (the “Voting Instructions”), but not otherwise defined therein shall have the meaning ascribed to them in the Plan.

On \_\_\_\_\_, 2020, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered an Order [Docket No. \_\_\_] approving the *Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.* (as may be modified or amended) (the “Disclosure Statement”) as containing adequate information and authorized the above-captioned debtor (the “Debtor”) to transmit the Disclosure Statement, Plan and this Ballot to holders of claims and equity security interests entitled to vote on the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on an impaired class if it is accepted by the holders of at least two-thirds in dollar amount and more than one-half in number of claims that actually vote in the class of claims voting on the Plan and more than half of the equity security interests that actually vote on the Plan. In the event the requisite acceptances are not obtained, the Bankruptcy Court may nevertheless confirm the Plan if the

<sup>1</sup> 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.

Bankruptcy Court finds that the Plan accords fair and equitable treatment to the class or classes rejecting it and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

**BALLOTS CAST BY FACSIMILE OR E-MAIL WILL NOT BE COUNTED.**

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**This Ballot must be received by Kurtzman Carson Consultants LLC (the “Balloting Agent”) by 5:00 p.m. prevailing Central Time, on or before \_\_\_\_\_, 2020 (the “Voting Deadline”), unless the Debtor or the Bankruptcy Court extends the period during which votes will be accepted by the Debtor, in which case the term “Voting Deadline” shall mean the last time and date to which such date is extended. Please review the enclosed voting instructions in connection with casting your ballot or accept or reject the Plan.**

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**Item 1. Acceptance or Rejection of the Plan**

The undersigned certifies that as of \_\_\_\_\_, 2020 (the “Record Date”), the undersigned was the holder of a Class 8 Claim (Subordinated Claims) in the aggregate outstanding amount of \$\_\_\_\_\_.<sup>2</sup>

**CHECK ONE BOX**

- I hereby vote the above Claim to ACCEPT the Plan
- I hereby vote the above Claim to REJECT the Plan

**NOTE: You must vote all of your Class 8 Claim either to accept or reject the Plan, and may not split such vote.**

**Item 2. Certification**

By signing this Ballot, the undersigned certifies with respect to the claim(s) identified in Item 1, above, that:

(i) such person or entity is the holder of the aggregate amount of the Class 8 Claim(s) set forth in Item 1 herein or is an authorized signatory, and has full power and authority to vote to accept or reject the Plan;

(ii) such person or entity has received and reviewed a copy of the Disclosure Statement and the Plan, the Ballot and other solicitation materials and documents related thereto, and acknowledges that the solicitation of votes to accept or reject the Plan is being made solely pursuant to the statements and conditions set forth therein;

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<sup>2</sup> For voting purposes only. Subject to tabulation rules.

(iii) such person or entity has cast the same vote on every Ballot completed by such person or Entity with respect to holdings of Class 8 Claims;

(iv) no other Ballots with respect to the Class 8 Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Class 8 Claims, such earlier Ballots are hereby revoked;

(v) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

If the holder entitled to vote is a corporation, please sign in corporate name by authorized officer, or if a partnership, please sign in partnership name by authorized person.

NAME OF VOTER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

BY: \_\_\_\_\_  
(If appropriate)

TITLE: \_\_\_\_\_  
(If appropriate)

ADDRESS: \_\_\_\_\_

TEL. NO. ( ) \_\_\_\_\_ - \_\_\_\_\_ DATE: \_\_\_\_\_

This Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED A BALLOT OR ADDITIONAL COPIES OF THE PLAN, DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE BALLOTING AGENT, KCC, VIA EMAIL AT [HIGHLANDINFO@KCCLLC.COM](mailto:HIGHLANDINFO@KCCLLC.COM) AND REFERENCE "HIGHLAND CAPITAL MANAGEMENT, L.P." IN THE SUBJECT LINE OR BY TELEPHONE AT TOLL FREE: (877) 573-3984, OR INTERNATIONAL: (310) 751-1829.

**IN ORDER FOR YOUR VOTE TO COUNT, PLEASE COMPLETE, SIGN AND DATE THE BALLOT AND RETURN IT SO THAT IT IS RECEIVED BY THE BALLOTING AGENT ON OR BEFORE THE VOTING DEADLINE TO THE ADDRESS PROVIDED BELOW.**

**If by first class mail, personal delivery or overnight mail, to:**

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

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**Alternatively, you may submit your Ballot via the Balloting Agent's online portal. Please visit <http://www.kccllc.net/hcmlp> and click on the "Submit Electronic Ballot" section of the website and follow the instructions to submit your Ballot.**

**IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:**

**Unique Electronic Ballot ID #: \_\_\_\_\_  
Unique Electronic Ballot PIN #: \_\_\_\_\_**

**Each Electronic Ballot ID# is to be used solely for voting on those Claims in Item 1 Below of your electronic ballot. Please complete and submit an electronic ballot for each Electronic Ballot ID# you receive, as applicable. Parties who cast a Ballot using the Balloting Agent's online portal should NOT also submit a paper Ballot.**

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## VOTING INSTRUCTIONS

The following general voting procedures and standard assumptions be used in tabulating Ballots:

1. Except to the extent the Debtor otherwise determines, or as permitted by the Court and Ballots received after the Voting Deadline will not be accepted or counted by the Debtor in connection with the confirmation of the Plan;
2. Claims or interests shall not be split for purposes of voting; thus, each creditor and equity security interest holder shall be deemed to have voted the full amount of its claim and interest either to accept or reject the Plan;
3. Any executed Ballot which does not indicate an acceptance or rejection shall not be counted;
4. Any executed Ballot which indicates both an acceptance and rejection of the Plan shall not be counted;
5. Votes cast pursuant to a Ballot that is not signed or does not contain an original signature shall not be counted, unless the Court orders otherwise;
6. Parties holding claims or equity security interests in more than one Class under the Plan may receive more than one Ballot coded for each different Class;
7. The method of delivery of Ballots to be sent to the Balloting Agent is at the election and risk of each holder of a claim or equity security interest, but, except as otherwise provided in the Disclosure Statement, such delivery will be deemed made only when the original, executed Ballot is actually received by the Balloting Agent;
8. Delivery of the original, executed Ballot to the Balloting Agent on or before the Voting Deadline is required, except where the Ballot is submitted through a customized online balloting portal. The Balloting Agent is authorized to accept Ballots either by (a) regular mail facilitated by a return envelope that the Debtor will provide with each Ballot; overnight courier to HCMLP Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) personal delivery. Additionally, the Balloting Agent is authorized to accept Ballots via electronic, online transmissions through a customized online balloting portal on the Debtor's case website maintained by the Balloting Agent. Ballots submitted via online transmission through the customized online balloting portal shall be deemed to contain an original signature;
9. Ballots submitted by facsimile, email or other means of electronic transmission other than the online balloting portal, will not be counted.
10. No Ballot sent to the Debtor, or the Debtor's financial or legal advisors, shall be accepted or counted;
11. The Debtor expressly reserves the right to amend at any time and from time to time the terms of the Plan (subject to compliance with § 1127 and the terms of the Plan regarding modification). If the Debtor makes material changes in the terms of the Plan the Debtor will disseminate additional solicitation materials and will extend the solicitation, in each case to the extent directed by the Court;

12. If multiple Ballots are received from or on behalf of an individual holder of a claim or equity security interest with respect to the same claims or interests prior to the Voting Deadline, the last properly completed Ballot timely received will be deemed to reflect the voter's intent and to supersede and revoke any prior Ballot;
13. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtor, must submit proper evidence satisfactory to the Debtor to so act in such capacity;
14. The Debtor, in its sole discretion, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting, and without notice. Except as otherwise provided herein, the Debtor may, in its sole discretion, reject such defective Ballot as invalid and, therefore, not count it in connection with confirmation of the Plan;
15. Unless otherwise ordered by the Court, all questions as to the validity, eligibility (including time of receipt) and revocation or withdrawal of Ballots will be determined by the Debtor, in its sole discretion, which determination shall be final and binding;
16. If a designation is requested under § 1126(e), any vote to accept or reject the Plan cast with respect to such claim or equity security interest will not be counted for purposes of determining whether the Plan has been accepted or rejected, unless the Court orders otherwise;
17. Any holder of a claim or equity security interest who has delivered a valid Ballot voting on the Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a);
18. Unless waived or as otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not been cured or waived by the Voting Deadline) will not be counted;
19. Neither the Debtor, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to the delivery of Ballots, nor will any of them incur any liability for failure to provide such notification;
20. No fees or commissions or other remuneration will be payable to any broker, dealer or other person for soliciting Ballots to accept the Plan;
21. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan; and
22. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or proof of interest or an assertion or admission of a claim or equity security interest.



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

In re:	)	)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., <sup>1</sup>	)	)	Case No. 19-34054-sgj11
Debtor.	)	)	

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE OR TO MAKE ANY REPRESENTATION OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT**

**BALLOT FOR ACCEPTING OR REJECTING THE *PLAN OF REORGANIZATION OF HIGHLAND CAPITAL MANAGEMENT, L.P.***

**CLASS 9 BALLOT – Class B/C Limited Partnership Interests**

**PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE BALLOT.**

This Ballot may not be used for any purpose other than for submitting a vote to accept or reject the *First Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. \_\_\_] (as may be amended or modified, the “Plan”). All capitalized terms used in this ballot (the “Ballot”), including in the voting instructions attached to this Ballot (the “Voting Instructions”), but not otherwise defined therein shall have the meaning ascribed to them in the Plan.

On \_\_\_\_\_, 2020, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered an Order [Docket No. \_\_\_] approving the *Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.* (as may be modified or amended)(the “Disclosure Statement”) as containing adequate information and authorized the above-captioned debtor (the “Debtor”) to transmit the Disclosure Statement, Plan and this Ballot to holders of claims and equity security interests entitled to vote on the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on an impaired class if it is accepted by the holders of at least two-thirds in dollar amount and more than one-half in number of claims that actually vote in the class of claims voting on the Plan and more than half of the equity security interests that actually vote on the Plan. In the event the requisite acceptances are not obtained, the Bankruptcy Court may nevertheless confirm the Plan if the

<sup>1</sup> 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.

Bankruptcy Court finds that the Plan accords fair and equitable treatment to the class or classes rejecting it and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

**BALLOTS CAST BY FACSIMILE OR E-MAIL WILL NOT BE COUNTED.**

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**This Ballot must be received by Kurtzman Carson Consultants LLC (the “Balloting Agent”) by 5:00 p.m. prevailing Central Time, on or before \_\_\_\_\_, 2020 (the “Voting Deadline”), unless the Debtor or the Bankruptcy Court extends the period during which votes will be accepted by the Debtor, in which case the term “Voting Deadline” shall mean the last time and date to which such date is extended. Please review the enclosed voting instructions in connection with casting your ballot or accept or reject the Plan.**

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**Item 1. Acceptance or Rejection of the Plan**

The undersigned certifies that as of \_\_\_\_\_, 2020 (the “Record Date”), the undersigned was the holder of a Class 9 Interest (Class B/C Limited Partnership Interests) in the aggregate outstanding amount of \$\_\_\_\_\_.<sup>2</sup>

**CHECK ONE BOX**

- I hereby vote the above Claim to ACCEPT the Plan
- I hereby vote the above Claim to REJECT the Plan

**NOTE: You must vote all of your Class 9 Interests (Class B/C Limited Partnership Interests) either to accept or reject the Plan, and may not split such vote.**

**Item 2. Certification**

By signing this Ballot, the undersigned certifies with respect to the Class 9 Interests (Class B/C Limited Partnership Interests) identified in Item 1, above, that:

(i) such person or entity is the holder of the aggregate amount of the Class 9 Interests (Class B/C Limited Partnership Interests) set forth in Item 1 herein or is an authorized signatory, and has full power and authority to vote to accept or reject the Plan;

(ii) such person or entity has received and reviewed a copy of the Disclosure Statement and the Plan, the Ballot and other solicitation materials and documents related thereto, and acknowledges that the solicitation of votes to accept or reject the Plan is being made solely pursuant to the statements and conditions set forth therein;

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<sup>2</sup> For voting purposes only. Subject to tabulation rules.

(iii) such person or entity has cast the same vote on every Ballot completed by such person or Entity with respect to holdings of Class 9 Interests (Class B/C Limited Partnership Interests);

(iv) no other Ballots with respect to the Class 9 Interests (Class B/C Limited Partnership Interests) identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Class 9 Interests (Class B/C Limited Partnership Interest), such earlier Ballots are hereby revoked;

(v) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

If the holder entitled to vote is a corporation, please sign in corporate name by authorized officer, or if a partnership, please sign in partnership name by authorized person.

NAME OF VOTER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

BY: \_\_\_\_\_  
(If appropriate)

TITLE: \_\_\_\_\_  
(If appropriate)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TEL. NO. ( ) \_\_\_\_\_ - \_\_\_\_\_ DATE: \_\_\_\_\_

This Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED A BALLOT OR ADDITIONAL COPIES OF THE PLAN, DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE BALLOTING AGENT, KCC, VIA EMAIL AT [HIGHLANDINFO@KCCLLC.COM](mailto:HIGHLANDINFO@KCCLLC.COM) AND REFERENCE "HIGHLAND CAPITAL MANAGEMENT, L.P." IN THE SUBJECT LINE OR BY TELEPHONE AT TOLL FREE: (877) 573-3984, OR INTERNATIONAL: (310) 751-1829.

**IN ORDER FOR YOUR VOTE TO COUNT, PLEASE COMPLETE, SIGN AND DATE THE BALLOT AND RETURN IT SO THAT IT IS RECEIVED BY THE BALLOTING**

**AGENT ON OR BEFORE THE VOTING DEADLINE TO THE ADDRESS PROVIDED BELOW.**

**If by first class mail, personal delivery or overnight mail, to:**

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

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**Alternatively, you may submit your Ballot via the Balloting Agent's online portal. Please visit <http://www.kccllc.net/hcmlp> and click on the "Submit Electronic Ballot" section of the website and follow the instructions to submit your Ballot.**

**IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:**

**Unique Electronic Ballot ID #: \_\_\_\_\_  
Unique Electronic Ballot PIN #: \_\_\_\_\_**

**Each Electronic Ballot ID# is to be used solely for voting on those Interests in Item 1 Below of your electronic ballot. Please complete and submit an electronic ballot for each Electronic Ballot ID# you receive, as applicable. Parties who cast a Ballot using the Balloting Agent's online portal should NOT also submit a paper Ballot.**

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### **VOTING INSTRUCTIONS**

The following general voting procedures and standard assumptions be used in tabulating Ballots:

1. Except to the extent the Debtor otherwise determines, or as permitted by the Court and Ballots received after the Voting Deadline will not be accepted or counted by the Debtor in connection with the confirmation of the Plan;
2. Claims or interests shall not be split for purposes of voting; thus, each creditor and equity security interest holder shall be deemed to have voted the full amount of its claim and interest either to accept or reject the Plan;
3. Any executed Ballot which does not indicate an acceptance or rejection shall not be counted;
4. Any executed Ballot which indicates both an acceptance and rejection of the Plan shall not be counted;
5. Votes cast pursuant to a Ballot that is not signed or does not contain an original signature shall not be counted, unless the Court orders otherwise;
6. Parties holding claims or equity security interests in more than one Class under the Plan may receive more than one Ballot coded for each different Class;
7. The method of delivery of Ballots to be sent to the Balloting Agent is at the election and risk of each holder of a claim or equity security interest, but, except as otherwise provided in the Disclosure Statement, such delivery will be deemed made only when the original, executed Ballot is actually received by the Balloting Agent;
8. Delivery of the original, executed Ballot to the Balloting Agent on or before the Voting Deadline is required, except where the Ballot is submitted through a customized online balloting portal. The Balloting Agent is authorized to accept Ballots either by (a) regular mail facilitated by a return envelope that the Debtor will provide with each Ballot; overnight courier to HCMLP Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) personal delivery. Additionally, the Balloting Agent is authorized to accept Ballots via electronic, online transmissions through a customized online balloting portal on the Debtor's case website maintained by the Balloting Agent. Ballots submitted via online transmission through the customized online balloting portal shall be deemed to contain an original signature;
9. Ballots submitted by facsimile, email or other means of electronic transmission other than the online balloting portal, will not be counted.
10. No Ballot sent to the Debtor, or the Debtor's financial or legal advisors, shall be accepted or counted;
11. The Debtor expressly reserves the right to amend at any time and from time to time the terms of the Plan (subject to compliance with § 1127 and the terms of the Plan regarding modification). If the Debtor makes material changes in the terms of the Plan the Debtor will disseminate additional solicitation materials and will extend the solicitation, in each case to the extent directed by the Court;

12. If multiple Ballots are received from or on behalf of an individual holder of a claim or equity security interest with respect to the same claims or interests prior to the Voting Deadline, the last properly completed Ballot timely received will be deemed to reflect the voter's intent and to supersede and revoke any prior Ballot;
13. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtor, must submit proper evidence satisfactory to the Debtor to so act in such capacity;
14. The Debtor, in its sole discretion, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting, and without notice. Except as otherwise provided herein, the Debtor may, in its sole discretion, reject such defective Ballot as invalid and, therefore, not count it in connection with confirmation of the Plan;
15. Unless otherwise ordered by the Court, all questions as to the validity, eligibility (including time of receipt) and revocation or withdrawal of Ballots will be determined by the Debtor, in its sole discretion, which determination shall be final and binding;
16. If a designation is requested under § 1126(e), any vote to accept or reject the Plan cast with respect to such claim or equity security interest will not be counted for purposes of determining whether the Plan has been accepted or rejected, unless the Court orders otherwise;
17. Any holder of a claim or equity security interest who has delivered a valid Ballot voting on the Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a);
18. Unless waived or as otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not been cured or waived by the Voting Deadline) will not be counted;
19. Neither the Debtor, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to the delivery of Ballots, nor will any of them incur any liability for failure to provide such notification;
20. No fees or commissions or other remuneration will be payable to any broker, dealer or other person for soliciting Ballots to accept the Plan;
21. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan; and
22. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or proof of interest or an assertion or admission of a claim or equity security interest.

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

In re:	)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., <sup>1</sup>	)	Case No. 19-34054-sgj11
Debtor.	)	

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE OR TO MAKE ANY REPRESENTATION OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT**

**BALLOT FOR ACCEPTING OR REJECTING THE *PLAN OF REORGANIZATION OF HIGHLAND CAPITAL MANAGEMENT, L.P.***

**CLASS 10 BALLOT – Class A Limited Partnership Interests**

**PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE BALLOT.**

This Ballot may not be used for any purpose other than for submitting a vote to accept or reject the *First Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. \_\_\_] (as may be amended or modified, the “Plan”). All capitalized terms used in this ballot (the “Ballot”), including in the voting instructions attached to this Ballot (the “Voting Instructions”), but not otherwise defined therein shall have the meaning ascribed to them in the Plan.

On \_\_\_\_\_, 2020, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered an Order [Docket No. \_\_\_] approving the *Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.* (as may be modified or amended)(the “Disclosure Statement”) as containing adequate information and authorized the above-captioned debtor (the “Debtor”) to transmit the Disclosure Statement, Plan and this Ballot to holders of claims and equity security interests entitled to vote on the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on an impaired class if it is accepted by the holders of at least two-thirds in dollar amount and more than one-half in number of claims that actually vote in the class of claims voting on the Plan and more than half of the equity security interests that actually vote on the Plan. In the event the requisite acceptances are not obtained, the Bankruptcy Court may nevertheless confirm the Plan if the

<sup>1</sup> 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.

Bankruptcy Court finds that the Plan accords fair and equitable treatment to the class or classes rejecting it and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

**BALLOTS CAST BY FACSIMILE OR E-MAIL WILL NOT BE COUNTED.**

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**This Ballot must be received by Kurtzman Carson Consultants LLC (the “Balloting Agent”) by 5:00 p.m. prevailing Central Time, on or before \_\_\_\_\_, 2020 (the “Voting Deadline”), unless the Debtor or the Bankruptcy Court extends the period during which votes will be accepted by the Debtor, in which case the term “Voting Deadline” shall mean the last time and date to which such date is extended. Please review the enclosed voting instructions in connection with casting your ballot or accept or reject the Plan.**

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**Item 1. Acceptance or Rejection of the Plan**

The undersigned certifies that as of \_\_\_\_\_, 2020 (the “Record Date”), the undersigned was the holder of a Class 10 Interest(s) (Class A Limited Partnership Interests) in the aggregate outstanding amount of \$\_\_\_\_\_.<sup>2</sup>

**CHECK ONE BOX**

- I hereby vote the above Claim to ACCEPT the Plan
- I hereby vote the above Claim to REJECT the Plan

**NOTE: You must vote all of your Class 10 Interests (Class A Limited Partnership Interests) either to accept or reject the Plan, and may not split such vote.**

**Item 2. Certification**

By signing this Ballot, the undersigned certifies with respect to the claim(s) identified in Item 1, above, that:

(i) such person or entity is the holder of the aggregate amount of the Class 10 Interests (Class A Limited Partnership Interests) set forth in Item 1 herein or is an authorized signatory, and has full power and authority to vote to accept or reject the Plan;

(ii) such person or entity has received and reviewed a copy of the Disclosure Statement and the Plan, the Ballot and other solicitation materials and documents related thereto, and acknowledges that the solicitation of votes to accept or reject the Plan is being made solely pursuant to the statements and conditions set forth therein;

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<sup>2</sup> For voting purposes only. Subject to tabulation rules.



(iii) such person or entity has cast the same vote on every Ballot completed by such person or Entity with respect to holdings of Class 10 Interests (Class A Limited Partnership Interests);

(iv) no other Ballots with respect to the Class 10 Interests (Class A Limited Partnership Interests) identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Class 10 Interests (Class A Limited Partnership Interests), such earlier Ballots are hereby revoked;

(v) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

If the holder entitled to vote is a corporation, please sign in corporate name by authorized officer, or if a partnership, please sign in partnership name by authorized person.

NAME OF VOTER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

BY: \_\_\_\_\_  
(If appropriate)

TITLE: \_\_\_\_\_  
(If appropriate)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TEL. NO. ( ) \_\_\_\_\_ - \_\_\_\_\_ DATE: \_\_\_\_\_

This Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED A BALLOT OR ADDITIONAL COPIES OF THE PLAN, DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE BALLOTING AGENT, KCC, VIA EMAIL AT [HIGHLANDINFO@KCCLLC.COM](mailto:HIGHLANDINFO@KCCLLC.COM) AND REFERENCE "HIGHLAND CAPITAL MANAGEMENT, L.P." IN THE SUBJECT LINE OR BY TELEPHONE AT TOLL FREE: (877) 573-3984, OR INTERNATIONAL: (310) 751-1829.

**IN ORDER FOR YOUR VOTE TO COUNT, PLEASE COMPLETE, SIGN AND DATE THE BALLOT AND RETURN IT SO THAT IT IS RECEIVED BY THE BALLOTING**

**AGENT ON OR BEFORE THE VOTING DEADLINE TO THE ADDRESS PROVIDED BELOW.**

**If by first class mail, personal delivery or overnight mail, to:**

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

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**Alternatively, you may submit your Ballot via the Balloting Agent's online portal. Please visit <http://www.kccllc.net/hcmlp> and click on the "Submit Electronic Ballot" section of the website and follow the instructions to submit your Ballot.**

**IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:**

**Unique Electronic Ballot ID #: \_\_\_\_\_  
Unique Electronic Ballot PIN #: \_\_\_\_\_**

**Each Electronic Ballot ID# is to be used solely for voting on those Interests in Item 1 Below of your electronic ballot. Please complete and submit an electronic ballot for each Electronic Ballot ID# you receive, as applicable. Parties who cast a Ballot using the Balloting Agent's online portal should NOT also submit a paper Ballot.**

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## VOTING INSTRUCTIONS

The following general voting procedures and standard assumptions be used in tabulating Ballots:

1. Except to the extent the Debtor otherwise determines, or as permitted by the Court and Ballots received after the Voting Deadline will not be accepted or counted by the Debtor in connection with the confirmation of the Plan;
2. Claims or interests shall not be split for purposes of voting; thus, each creditor and equity security interest holder shall be deemed to have voted the full amount of its claim and interest either to accept or reject the Plan;
3. Any executed Ballot which does not indicate an acceptance or rejection shall not be counted;
4. Any executed Ballot which indicates both an acceptance and rejection of the Plan shall not be counted;
5. Votes cast pursuant to a Ballot that is not signed or does not contain an original signature shall not be counted, unless the Court orders otherwise;
6. Parties holding claims or equity security interests in more than one Class under the Plan may receive more than one Ballot coded for each different Class;
7. The method of delivery of Ballots to be sent to the Balloting Agent is at the election and risk of each holder of a claim or equity security interest, but, except as otherwise provided in the Disclosure Statement, such delivery will be deemed made only when the original, executed Ballot is actually received by the Balloting Agent;
8. Delivery of the original, executed Ballot to the Balloting Agent on or before the Voting Deadline is required, except where the Ballot is submitted through a customized online balloting portal. The Balloting Agent is authorized to accept Ballots either by (a) regular mail facilitated by a return envelope that the Debtor will provide with each Ballot; overnight courier to HCMLP Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) personal delivery. Additionally, the Balloting Agent is authorized to accept Ballots via electronic, online transmissions through a customized online balloting portal on the Debtor's case website maintained by the Balloting Agent. Ballots submitted via online transmission through the customized online balloting portal shall be deemed to contain an original signature;
9. Ballots submitted by facsimile, email or other means of electronic transmission other than the online balloting portal, will not be counted.
10. No Ballot sent to the Debtor, or the Debtor's financial or legal advisors, shall be accepted or counted;
11. The Debtor expressly reserves the right to amend at any time and from time to time the terms of the Plan (subject to compliance with § 1127 and the terms of the Plan regarding modification). If the Debtor makes material changes in the terms of the Plan the Debtor will disseminate additional solicitation materials and will extend the solicitation, in each case to the extent directed by the Court;

12. If multiple Ballots are received from or on behalf of an individual holder of a claim or equity security interest with respect to the same claims or interests prior to the Voting Deadline, the last properly completed Ballot timely received will be deemed to reflect the voter's intent and to supersede and revoke any prior Ballot;
13. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtor, must submit proper evidence satisfactory to the Debtor to so act in such capacity;
14. The Debtor, in its sole discretion, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting, and without notice. Except as otherwise provided herein, the Debtor may, in its sole discretion, reject such defective Ballot as invalid and, therefore, not count it in connection with confirmation of the Plan;
15. Unless otherwise ordered by the Court, all questions as to the validity, eligibility (including time of receipt) and revocation or withdrawal of Ballots will be determined by the Debtor, in its sole discretion, which determination shall be final and binding;
16. If a designation is requested under § 1126(e), any vote to accept or reject the Plan cast with respect to such claim or equity security interest will not be counted for purposes of determining whether the Plan has been accepted or rejected, unless the Court orders otherwise;
17. Any holder of a claim or equity security interest who has delivered a valid Ballot voting on the Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a);
18. Unless waived or as otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not been cured or waived by the Voting Deadline) will not be counted;
19. Neither the Debtor, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to the delivery of Ballots, nor will any of them incur any liability for failure to provide such notification;
20. No fees or commissions or other remuneration will be payable to any broker, dealer or other person for soliciting Ballots to accept the Plan;
21. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan; and
22. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or proof of interest or an assertion or admission of a claim or equity security interest.

**EXHIBIT 1- B**

**Confirmation Hearing Notice**

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*)  
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Fax: (972) 755-7110

*Counsel for the Debtor and Debtor-in-Possession*

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

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In re:	)	Chapter 11
	)	
HIGHLAND CAPITAL MANAGEMENT, L.P., <sup>1</sup>	)	Case No. 19-34054-sgj11
	)	
Debtor.	)	
	)	

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**NOTICE OF: (I) ENTRY OF ORDER APPROVING DISCLOSURE STATEMENT;  
(II) HEARING TO CONFIRM PLAN; AND (III ) RELATED IMPORTANT DATES<sup>2</sup>**

On [•], 2020, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered its *Order (a) Approving the Adequacy of the Disclosure Statement; (b) Scheduling A Hearing to Confirm the First Amended Plan of Reorganization; (c) Establishing Deadline for Filing Objections to Confirmation of Plan; (d) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (e) Approving Form and Manner of Notice* (the “Disclosure Statement Order”). The Disclosure Statement Order approved the *Disclosure Statement Regarding First Amended Plan of Reorganization of Highland Capital Management, L.P.* (the “Disclosure Statement”), as containing adequate information required

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms have the meanings given to them in the Plan.

under section 1125(a) of the Bankruptcy Code, and authorized the Debtor to solicit acceptances of the *First Amended Plan of Reorganization of Highland Capital Management, L.P.* (the "Plan").

**HEARING TO CONFIRM PLAN.** A hearing to confirm the Plan (the "Confirmation Hearing") will commence on \_\_\_\_\_, 2020, at \_\_:00 .m., prevailing Central Time, before the Bankruptcy Court. The Confirmation Hearing may be continued from time to time by announcing such continuance in open court or otherwise, without further notice to parties in interest. The Bankruptcy Court, in its discretion and prior to the Confirmation Hearing, may put in place additional procedures governing the Confirmation Hearing.

**PLAN OBJECTION DEADLINE.** The Bankruptcy Court has established \_\_\_\_\_, 2020, at 5:00 p.m., prevailing Central Time, as the last date and time for filing and serving objections to the confirmation of the Plan (the "Plan Objection Deadline"). All objections must state with particularity the legal and factual grounds for such objection.

In order to be considered by the Bankruptcy Court, objections, if any, must: (i) be in writing; (ii) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Northern District of Texas; (iii) be filed with the United States Bankruptcy Court for the Northern District of Texas; and (iv) be served upon by the following parties: (a) counsel for the Debtor, Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., 13<sup>th</sup> Floor, Los Angeles, CA 90067, Attn: Jeffrey N. Pomerantz, Ira D. Kharasch, and Gregory V. Demo, Emails: jpomertantz@pszjlaw.com, ikharasch@pszjlaw.com, gdemo@pszjlaw.com; (b) counsel for the Debtor, Hayward & Associates PLLC, 10501 N. Central Expy, Ste. 106, Dallas, Texas 75231, Attn: Melissa S. Hayward and Zachery Z. Annable, Emails: ZAnnable@HaywardFirm.com, MHayward@HaywardFirm.com; (c) counsel to the official committee of unsecured creditors, Sidley Austin LLP, One South Dearborn Street, Chicago, Illinois 60603, Attn: Matthew A. Clemente and Alyssa Russell, Emails: mclemente@sidley.com, Alyssa.russell@sidley.com; and (d) counsel for the Office of the United States Trustee, U.S. Department of Justice, Region 6: Northern District of Texas, Office of The United States Trustee, Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, TX 75242, Attn: Lisa L. Lambert, Emails: Email: Lisa.L.Lambert@usdoj.gov (collectively, the "Notice Parties").

**VOTING RECORD DATE.** \_\_\_\_\_, 2020, is the record date for purposes of determining which parties are entitled to vote on the Plan.

**VOTING DEADLINE.** \_\_\_\_\_, 2020 (the "Voting Deadline"), is the deadline for casting a ballot ("Ballot") to accept or reject the Plan. All Ballots accepting or rejecting the Plan must be received by the Notice and Balloting Agent by 5:00 p.m., prevailing Central Time, on the Voting Deadline at the following address, whether by First Class Mail, hand delivery, or overnight courier: HCMLP Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. If you require a Ballot, or if your Ballot is lost, damaged or destroyed, contact the Notice and Balloting Agent to obtain a replacement Ballot.

**RULE 3018 MOTION DEADLINE AND HEARING.** It shall be the responsibility of each party who files a motion for an order pursuant to Bankruptcy Rule 3018(a) seeking temporary allowance of a claim for voting purposes to (a) file such motion with evidence in support thereof by no later than \_\_\_\_\_, 2020, (b) schedule a hearing on such motion, and (c) schedule the hearing on or prior to the Confirmation Hearing.

Dated: \_\_, 2020

**PACHULSKI STANG ZIEHL & JONES LLP**

Jeffrey N. Pomerantz (CA Bar No.143717)  
Ira D. Kharasch (CA Bar No. 109084)  
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ikharasch@pszjlaw.com  
gdemo@pszjlaw.com

-and-

**HAYWARD & ASSOCIATES PLLC**

/s/ Zachery Z. Annable

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Dallas, Texas 75231  
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Fax: (972) 755-7110

*Counsel for the Debtor and Debtor-in-Possession*

**If you require additional information, you may contact the Debtor's Solicitation Agent, KCC, by calling 877-573-3984 (U.S. and Canada) or 310-751-1829 (International), by email at HighlandInfo@kccllc.com, or through the case website: <http://www.kccllc.net/HCMLP>.**



**EXHIBIT 1-C**

**Notice of Non-Voting Status**

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*)

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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., <sup>1</sup>	)	Case No. 19-34054-sgj11
Debtor.	)	

**NOTICE OF NON-VOTING STATUS WITH RESPECT TO  
UNIMPAIRED CLASS DEEMED TO ACCEPT THE PLAN**<sup>2</sup>

TO: ALL HOLDERS OF CLAIMS IN CLASS 1 (JEFFERIES SECURED CLAIM), CLASS 2 (FRONTIER SECURED CLAIM); CLASS 3 (PRIORITY NON-TAX CLAIMS) AND CLASS 4 (RETAINED EMPLOYEE CLAIMS)

On [•], 2020, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered its *Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of*

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not defined herein shall have the same meaning as ascribed in the Plan.

*Notice* (the “Disclosure Statement Order”). The Disclosure Statement Order approved the *Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.* (the “Disclosure Statement”), as containing adequate information required under section 1125(a) of the Bankruptcy Code, and authorized the Debtor to solicit acceptances of the *First Amended Plan of Reorganization of Highland Capital Management, L.P.* (the “Plan”).

In accordance with the terms of the Plan and the Bankruptcy Code, holders of claims in Classes 1, 2, 3 and 4 are unimpaired under § 1124 of the Bankruptcy Code and, therefore, pursuant to § 1126(f) of the Bankruptcy Code, are conclusively presumed to have accepted the Plan and are not entitled to vote on the Plan. You have been sent this notice because you have been identified as a holder of a claim in Class 1, 2, 3 and 4. This notice and the Confirmation Hearing Notice are provided to you for informational purposes only.

If you have any questions regarding the status of your claim or wish to obtain additional information, including a copy of the Plan and Disclosure Statement free of charge, you may contact KCC, via email at [HighlandInfo@kccllc.com](mailto:HighlandInfo@kccllc.com) and reference “Highland Capital Management, L.P.” in the subject line or by telephone at toll free: (877) 573-3984, or international: (310) 751-1829. You may also obtain copies of pleadings filed in the Debtor’s case for a fee via PACER at [pacer.uscourts.gov](http://pacer.uscourts.gov).

Alternatively, you can obtain a copy of these documents by contacting counsel for the Debtor (a) by e-mail, at [gdemo@pszjlaw.com](mailto:gdemo@pszjlaw.com), (b) by telephone, by contacting Gregory Demo at (212) 561-7700, or (c) by mail, at Pachulski Stang Ziehl & Jones LLP, Attn: Gregory Demo, 780 Third Avenue, 34<sup>th</sup> Floor, New York, NY 10017. Please specify whether you would like to receive copies of these documents by (i) **email transmission** (in which case, please include your e-mail address), (ii) on a **CD-ROM or flash drive** delivered by return mail, or (iii) in **paper copies** delivered by return mail.

Dated: \_\_, 2020

**PACHULSKI STANG ZIEHL & JONES LLP**

Jeffrey N. Pomerantz (CA Bar No.143717)  
Ira D. Kharasch (CA Bar No. 109084)  
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gdemo@pszjlaw.com

-and-

**HAYWARD & ASSOCIATES PLLC**

*/s/ Zachery Z. Annable*

---

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*Counsel for the Debtor and Debtor-in-Possession*

**EXHIBIT 1-D**

**Form of Notice of Assumption of Executory Contracts and Unexpired Leases**

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*)  
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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**

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In re: )  
 ) Chapter 11  
HIGHLAND CAPITAL MANAGEMENT, L.P.,<sup>1</sup> )  
 ) Case No. 19-34054-sgj11  
 )  
Debtor. )  
 )  
 )

---

**NOTICE OF (I) EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES TO BE ASSUMED AND ASSIGNED BY THE  
DEBTOR PURSUANT TO THE FIRST AMENDED PLAN, (II) CURE AMOUNTS,  
IF ANY, AND (III) RELATED PROCEDURES IN CONNECTION THEREWITH**

**PLEASE TAKE NOTICE THAT** on \_\_\_\_\_, 2020, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered an order [Docket No. \_\_\_] (the “Disclosure Statement Order”) that, among other things: (a) approved the *Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.* (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125(a)

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<sup>1</sup> 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.

of the title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”); and (b) authorized the above-captioned debtor and debtor-in-possession (the “Debtor”) to solicit acceptances of the *First Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket \_\_\_] (the “Plan”).<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the Plan and related voting and objection procedures (the “Confirmation Hearing”) will commence on \_\_\_\_\_, 2020 at [●] a/p.m. prevailing Central Time, before the Honorable Stacey G. C. Jernigan, in the United States Bankruptcy Court for the Northern District of Texas (Dallas Division), located at Earle Cabell Federal Building, 1100 Commerce Street, 14th Floor, Courtroom No. 1, Dallas, TX 75242-1496.

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice because the Debtor’s records reflect that you are a party to a contract that will be assumed by the Debtor or, alternatively, assumed by the Debtor and assigned to and assignee. Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the Debtor is proposing to assume, or alternatively assume and assign, your Executory Contract(s) and Unexpired Lease(s), listed in **Schedule A** attached hereto to which you are a party.<sup>3</sup>

**PLEASE TAKE FURTHER NOTICE THAT** section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption/assignment. Accordingly, the Debtor has conducted a thorough review of its books and records and have determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s), which amounts are listed in the table on **Schedule A** attached hereto. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, the Debtor believes that there is no cure amount outstanding for such contract or lease.

**PLEASE TAKE FURTHER NOTICE THAT** absent any pending dispute, the monetary amounts required to cure any existing defaults arising under the Executory Contract(s) and Unexpired Lease(s) identified on **Schedule A** attached hereto will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by the Debtor in Cash on the Effective Date or as soon as reasonably practicable thereafter. In the event of a dispute, however, payment of the cure amount would be made following the entry of a final order(s) resolving the dispute and approving the assumption. If an objection to the proposed assumption or related cure amount is

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<sup>2</sup> Capitalized terms not defined herein shall have the same meaning as ascribed in the Plan.

<sup>3</sup> Nothing contained in the Plan or the Debtor’s schedule of assets and liabilities shall constitute an admission by the Debtor that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of assumption, or assumption and assignment, that the Debtor or the Reorganized Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Debtor expressly reserves the right to remove any Executory Contract or Unexpired Lease from assumption or assumption and assignment by the Debtor and reject such Executory Contract or Unexpired Lease pursuant to the terms of the Plan.

sustained by the Court, however, the Debtor may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the Plan (including any assumption and/or assignment of an Executory Contract or Unexpired Lease as contemplated in the Plan Supplement) is \_\_\_\_\_, 2020, at 5:00 p.m., prevailing Central Time (the "Confirmation Objection Deadline"). Any objection to the Plan must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the Northern District of Texas; (c) state, with particularity, the name and address of the objecting party, the basis and nature of any objection to the Plan, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court on or before the **Confirmation Objection Deadline**.

**PLEASE TAKE FURTHER NOTICE THAT** any objections to the Plan in connection with the assumption and/or assignment of the Executory Contract(s) and Unexpired Lease(s) proposed in connection with the Plan that remain unresolved as of the Confirmation Hearing will be heard at the first omnibus hearing following the Confirmation Hearing (or such other date as fixed by the Court).

**PLEASE TAKE FURTHER NOTICE THAT ANY COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT FAILS TO OBJECT TIMELY TO EITHER THE PROPOSED ASSUMPTION AND/OR ASSIGNMENT OF SUCH CONTRACT OR LEASE OR THE CURE AMOUNT WILL BE DEEMED TO HAVE ASSENTED TO SUCH ASSUMPTION AND/OR ASSIGNMENT AND CURE AMOUNT.**

**PLEASE TAKE FURTHER NOTICE THAT ASSUMPTION AND/OR ASSIGNMENT OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE OF THE DEBTOR OR REORGANIZED DEBTOR ASSUMES OR ASSIGNS SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT.**

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a copy of the Disclosure Statement Order, Disclosure Statement, the Plan, the Plan Supplement, or related documents, you may: (a) access the Debtor's restructuring website at <http://www.kccllc.net/hcmlp>; (b) write to HCMLP Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) call toll free: (877) 573-3984 or international: (310) 751-1829 and request to speak with a member of the Solicitation Group; or (d) email [HighlandInfo@kccllc.com](mailto:HighlandInfo@kccllc.com) and reference "Highland" in the subject line. You may also



obtain copies of any pleadings filed in this case for a fee via PACER at: [pacer.uscourts.gov](http://pacer.uscourts.gov).

Alternatively, you can obtain a copy of these documents by contacting counsel for the Debtor (a) by e-mail, at [gdemo@pszjlaw.com](mailto:gdemo@pszjlaw.com), (b) by telephone, by contacting Gregory Demo at (212) 561-7700, or (c) by mail, at Pachulski Stang Ziehl & Jones LLP, Attn: Gregory Demo, 780 Third Avenue, 34<sup>th</sup> Floor, New York, NY 10017. Please specify whether you would like to receive copies of these documents by (i) **email transmission** (in which case, please include your e-mail address), (ii) on a **CD-ROM or flash drive** delivered by return mail, or (iii) in **paper copies** delivered by return mail.

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE SOLICITATION AGENT.**

Dated: \_\_, 2020

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-and-

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*/s/ Zachery Z. Annable*

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**Schedule A**

**Schedule of Assumed Contracts and Leases and Proposed Cure Cost**

<b>Debtor</b>	<b>Counterparty</b>	<b>Description of Assumed Contracts or Leases</b>	<b>Cure Cost</b>	<b>Proposed Assignee of Contract or Lease</b>