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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. )  
 )  
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**SECOND<sup>2</sup> NOTICE OF (I) EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES TO BE ASSUMED BY THE  
DEBTOR PURSUANT TO THE FIFTH AMENDED PLAN, (II) CURE AMOUNTS,  
IF ANY, AND (III) RELATED PROCEDURES IN CONNECTION THEREWITH**

**PLEASE TAKE NOTICE THAT** on November 24, 2020, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered an order [Docket No. 1476] (the “Disclosure Statement Order”) that, among other things: (a) approved 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> This Second Notice identifies executory contracts and unexpired leases to be assumed *in addition* to any executory contracts and unexpired leases identified previously in Docket No. 1648.



*Statement for the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125(a) 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 *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1472] (the “Plan”).<sup>3</sup>

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on January 26, 2021 at 9:30 a.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. The deadline for filing objections to the Plan was January 5, 2021, at 5:00 p.m., prevailing Central Time.

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice because the Debtor’s records reflect that you are a party to a contract to be assumed by the Debtor pursuant to the Plan Supplement [Docket No. 1606] filed on December 18, 2020. 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 your Executory Contract(s) and Unexpired Lease(s), listed in Schedule A attached hereto, to which you are a party.<sup>4</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. Accordingly, the Debtor has conducted a thorough review of its books and records and has 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 sustained by the

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<sup>3</sup> Capitalized terms not defined herein shall have the same meaning as ascribed in the Plan.

<sup>4</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 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 by the Debtor and reject such Executory Contract or Unexpired Lease pursuant to the terms of the Plan.

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 assumption of an Executory Contract or Unexpired Lease is **January 20, 2021, at 5:00 p.m.**, prevailing Central Time. Any objection to the assumption of your Executory Contract or Unexpired Lease 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 the assumption of the Executory Contract or Unexpired Lease, and, if practicable, a proposed modification such proposed assumption that would resolve such objection; (d) be served on counsel for the Debtor set forth in the signatory block below; and (e) be filed with the Court on or before January 20, 2021 at 5:00 p.m. prevailing Central Time.

**PLEASE TAKE FURTHER NOTICE THAT** any objections to the Plan in connection with the assumption 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 OF SUCH CONTRACT OR LEASE OR THE CURE AMOUNT WILL BE DEEMED TO HAVE ASSENTED TO SUCH ASSUMPTION AND CURE AMOUNT.**

**PLEASE TAKE FURTHER NOTICE THAT ASSUMPTION 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 THE DEBTOR OR REORGANIZED DEBTOR ASSUMES 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) **e-mail 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: January 11, 2021

**PACHULSKI STANG ZIEHL & JONES LLP**

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-and-

**HAYWARD PLLC**

*/s/ Zachery Z. Annable*

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

**Schedule A**

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

<b>Debtor</b>	<b>Counterparty</b>	<b>Description of Assumed Contracts or Leases</b>	<b>Cure</b>
Highland Capital Management, L.P.	American Banknote Corporation Attn: Patrick J. Gentile	Stockholders' Agreement	0.00
Highland Capital Management, L.P.	Carey Holdings, Inc. Attn: General Counsel	Stockholders' Agreement and Amendment No. 1	0.00
Highland Capital Management, L.P.	Cornerstone Healthcare Group Holding, Inc. Attn: Michael Brohm	Stockholders' Agreement and Amendment	0.00
Highland Capital Management, L.P.	Highland CLO Funding, Ltd.	Members' Agreement and Amendment	0.00
Highland Capital Management, L.P.	Progenics Pharmaceuticals, Inc. Attn: CEO	Stock Purchase and Sale Agreement and Amendment	0.00
Highland Capital Management, L.P.	JHT Holdings, Inc. Attn: Christopher Reehl	Stockholders' Agreement and Amendments	0.00
Highland Capital Management, L.P.	Highland Dynamic Income Fund GP, LLC	Amended and Restated Limited Partnership Agreement of Highland Dynamic Income Fund, L.P.	0.00
Highland Capital Management, L.P.	Highland Multi-Strategy Fund GP, L.P. James Dondero	Highland Multi-Strategy Fund, L.P. Limited Partnership Agreement	0.00
Highland Capital Management, L.P.	ENA Capital, LLC Ellman Management Group, Inc. Attn: Steve Ellman and Bob Kauffman	Operating Agreement of HE Capital, LLC First Amendment Second Amendment	0.00
Highland Capital Management, L.P.	Highland Multi-Strategy Master Fund, L.P.	Limited Liability Company Agreement of Highland Multi-Strategy Onshore Master SubFund II, LLC	0.00
Highland Capital Management, L.P.	Highland Multi-Strategy Master Fund, L.P.	Limited Liability Company Agreement of Highland Multi-Strategy Onshore Master SubFund, LLC	0.00
Highland Capital Management, L.P.	Highland Capital Management, L.P.	Limited Liability Company Agreement of Highland Receivables Finance 1, LLC	0.00
Highland Capital Management, L.P.	Highland Restoration Capital Partners GP, LLC	Agreement of Limited Partnership of Highland Restoration Capital Partners, L.P. and Amendments	0.00
Highland Capital Management, L.P.	Highland Select Equity Fund GP, LLC	Agreement of Limited Partnership of Highland Select Equity Fund GP, L.P.	0.00
Highland Capital Management, L.P.	Penant Management GP, LLC	Agreement of Limited Partnership of Penant Management LP	0.00

<b>Debtor</b>	<b>Counterparty</b>	<b>Description of Assumed Contracts or Leases</b>	<b>Cure</b>
Highland Capital Management, L.P.	Petrocap Incentive Partners III GP, LLC Petrocap Incentive Holdings III, LP Attn: Lee Britain	Agreement of Limited Partnership of Petrocap Incentive Partners III, LP	0.00
Highland Capital Management, L.P.	Petrocap Partners II GP, LLC Petrocap Incentive Partners II, LP	Amended and Restated Agreement of Limited Partnership of Petrocap Partners II, LP	0.00
Highland Capital Management, L.P.	Highland Credit Opportunities CDO GP, LLC	Agreement of Limited Partnership of Highland Credit Opportunities CDO GP, L.P.	0.00
Highland Capital Management, L.P.	Highland Multi Strategy Credit Fund GP, L.P.	Fourth Amended and Restated Limited Partnership Agreement of Highland Multi Strategy Credit Fund, L.P.	0.00
Highland Capital Management, L.P.	DUO Security	2 factor authentication	0.00
Highland Capital Management, L.P.	GoDaddy	Domain Registrations	0.00
Highland Capital Management, L.P.	Highland Loan Fund, Ltd. et al	Investment Management Agreement	0.00
Highland Capital Management, L.P.	Mxtoolbox	E Mailflow Monitoring	0.00
Highland Capital Management, L.P.	Onelogin	Cloud single sign on for HR related employee login	0.00
Highland Capital Management, L.P.	Pam Capital Funding LP/Ranger Asset Mgt LP	Collateral Management Agreement	0.00
Highland Capital Management, L.P.	Pamco Cayman Ltd./Ranger Asset Mgt LP	Collateral Management Agreement	0.00
Highland Capital Management, L.P.	Red River CLO Ltd. et al	Amendment No. 1 to Servicing Agreement	0.00
Highland Capital Management, L.P.	Rockwall CDO Ltd.	Interim Collateral Management Agreement	0.00
Highland Capital Management, L.P.	Rockwall CDO Ltd.	Amendment No. 1 to Servicing Agreement	0.00
Highland Capital Management, L.P.	Strand Advisors Inc.	4th Amended & Restated Agreement of Ltd Partnership of HCMLP	0.00
Highland Capital Management, L.P.	Highland Park CDO I, Ltd. The Bank of New York Trust Company, National Association	Collateral Administration Agreement	0.00

<b>Debtor</b>	<b>Counterparty</b>	<b>Description of Assumed Contracts or Leases</b>	<b>Cure</b>
Highland Capital Management, L.P.	Highland Park CDO I, Ltd.	Representations and Warranties Agreement	0.00
Highland Capital Management, L.P.	Aberdeen Loan Funding, Ltd. and State Street Bank and Trust Company	Collateral Administration Agreement	0.00
Highland Capital Management, L.P.	Greenbriar CLO, Ltd. and State Street Bank and Trust Company	Collateral Administration Agreement	0.00
Highland Capital Management, L.P.	Eastland CLO, Ltd.	Collateral Acquisition Agreement	0.00
Highland Capital Management, L.P.	Eastland CLO, Ltd. and Investors Bank and Trust Company	Collateral Administration Agreement	0.00
Highland Capital Management, L.P.	Gleneagles CLO, Ltd.; JPMorgan Chase Bank, National Association	Collateral Administration Agreement	0.00
Highland Capital Management, L.P.	Grayson CLO, Ltd.	Collateral Acquisition Agreement	0.00
Highland Capital Management, L.P.	Grayson CLO, Ltd.; Investors Bank & Trust Company	Collateral Administration Agreement	0.00
Highland Capital Management, L.P.	Red River CLO, Ltd.	Collateral Acquisition Agreement	0.00
Highland Capital Management, L.P.	Red River CLO, Ltd.; U.S. Bank National Association	Collateral Administration Agreement	0.00
Highland Capital Management, L.P.	Red River CLO Ltd.; Highland Special Opportunities Holding Company	Master Warehousing and Participation Agreement	0.00
Highland Capital Management, L.P.	Red River CLO Ltd.; MMP-5 Funding, LLC; IXIS Financial Products Inc.	Master Warehousing and Participation Agreement	0.00
Highland Capital Management, L.P.	Red River CLO Ltd.; MMP-5 Funding, LLC; IXIS Financial Products Inc.	Master Warehousing and Participation Agreement (Amendment No. 2)	0.00
Highland Capital Management, L.P.	Red River CLO Ltd.; MMP-5 Funding, LLC; IXIS Financial Products Inc.	Master Warehousing and Participation Agreement (Amendment No. 1)	0.00
Highland Capital Management, L.P.	Red River CLO Ltd.; MMP-5 Funding, LLC; IXIS Financial Products Inc.	Master Warehousing and Participation Agreement (Amendment No. 3)	0.00
Highland Capital Management, L.P.	Red River CLO Ltd.; MMP-5 Funding, LLC; IXIS Financial Products Inc.	Master Warehousing and Participation Agreement (Amendment No. 4)	0.00

<b>Debtor</b>	<b>Counterparty</b>	<b>Description of Assumed Contracts or Leases</b>	<b>Cure</b>
Highland Capital Management, L.P.	Red River CLO Ltd.; U.S. Bank National Association; IXIS Financial Products Inc.	Collateral Administration Agreement	0.00
Highland Capital Management, L.P.	Red River CLO Ltd.; Highland Special Opportunities Holding Company; U.S. Bank National Association	Collateral Administration Agreement	0.00
Highland Capital Management, L.P.	Red River CLO Ltd.; Grand Central Asset Trust	Master Participation Agreement	0.00
Highland Capital Management, L.P.	Salomon Smith Barney Inc.; Highland Loan Funding V Ltd.	A&R Asset Acquisition Agreement	0.00
Highland Capital Management, L.P.	Salomon Brothers Holding Company, Highland Loan Funding V Ltd.	A&R Master Participation Agreement	0.00
Highland Capital Management, L.P.	Jasper CLO Ltd.	Collateral Acquisition Agreement	0.00
Highland Capital Management, L.P.	Jasper CLO Ltd.; JPMorgan Chase Bank, National Association	Collateral Administration Agreement	0.00
Highland Capital Management, L.P.	Jasper CLO Ltd; MMP-5 Funding, LLC; and IXIS Financial Products Inc.	Master Warehousing and Participation Agreement	0.00
Highland Capital Management, L.P.	Jasper CLO Ltd; MMP-5 Funding, LLC; and IXIS Financial Products Inc.	Master Warehousing and Participation Agreement (Amendment No. 1)	0.00
Highland Capital Management, L.P.	Highland CDO Opportunity Fund, Ltd.; IXIS Financial Products Inc.; JPMorgan Chase Bank, National Association	Loan and Security Agreement	0.00
Highland Capital Management, L.P.	Highland CDO Opportunity Fund, Ltd.; JPMorgan Chase Bank, National Association	Securities Account Control Agreement	0.00
Highland Capital Management, L.P.	Liberty CLO Ltd.	Collateral Administration Agreement	0.00
Highland Capital Management, L.P.	Rockwall CDO Ltd; JPMorgan Chase Bank, National Association	Collateral Administration Agreement	0.00
Highland Capital Management, L.P.	Rockwall CDO II, Ltd.; Investors Bank & Trust Company	Collateral Administration Agreement	0.00
Highland Capital Management, L.P.	Southfork CLO Ltd.; JPMorgan Chase Bank, National Association	Collateral Administration Agreement	0.00
Highland Capital	Stratford CLO Ltd.; State Street	Collateral Administration Agreement	0.00

<b>Debtor</b>	<b>Counterparty</b>	<b>Description of Assumed Contracts or Leases</b>	<b>Cure</b>
Management, L.P.	Bank and Trust Company		
Highland Capital Management, L.P.	Valhalla CLO, Ltd.; JPMorgan Chase Bank	Collateral Administration Agreement	0.00
Highland Capital Management, L.P.	Citigroup Financial Products Inc.; Citigroup Global Markets Inc.	Extension/Buy-Out Agreement	0.00
Highland Capital Management, L.P.	Highland CDO and Structured Products Fund, Ltd.; Citigroup Financial Products Inc.; JPMorgan Chase Bank	Loan and Security Agreement	0.00
Highland Capital Management, L.P.	Westchester CLO, Ltd.	Collateral Acquisition Agreement	0.00
Highland Capital Management, L.P.	Westchester CLO, Ltd.; Investors Bank & Trust Company	Collateral Administration Agreement	0.00
Highland Capital Management, L.P.	Brentwood CLO, Ltd.; Investors Bank & Trust Company	Collateral Administration Agreement	0.00
Highland Capital Management, L.P.	CenturyLink Communications, LLC	Order Addenda	0.00
Highland Capital Management, L.P.	Intex Solutions, Inc.	Service Agreement (as amended)	0.00