

UBS Securities LLC and UBS AG London Branch (together “**UBS**”), by and through their undersigned counsel, submit this Appendix of exhibits (the “**Appendix**”) to *UBS’s Opposition to Foreign Non-Party Sentinel Reinsurance, Ltd.’s Motion for Protective Order*, filed concurrently herewith. The following exhibits are attached to this Appendix:

Ex. No.	Description	App. No.
A	Declaration of Sarah Tomkowiak in Support of UBS’s Opposition to Foreign Non-Party Sentinel Reinsurance, Ltd.’s Motion for Protective Order, and Exhibits 1 to 10 thereto	UBSPO001
1	Email from Jason Burt to Christopher Weldon, counsel for Beecher Carlson Insurance Services LLC (“ Beecher ”), dated September 2, 2021	UBSPO005
2	UBS’s June 29, 2021 Subpoena for the Production of Documents on Beecher, dated August 24, 2021	UBSPO007
3	Letter from counsel for Brown & Brown, Inc. (“ B&B ”), dated June 30, 2021	UBSPO019
4	Letter from counsel for B&B, dated July 31, 2021	UBSPO021
5	Emails dated August 20, 2021 between counsel for UBS and counsel for Sentinel Reinsurance, Ltd. (“ Sentinel ”)	UBSPO023
6	Letter from counsel for Sentinel to counsel for UBS, dated August 4, 2021	UBSPO026
7	Email from Christopher Weldon to Andrew Clubok, et al., dated August 20, 2021	UBSPO030
8	Email from Beecher’s counsel to UBS’s counsel, dated August 20, 2021	UBSPO032
9	Email chain between Sentinel’s counsel and UBS’s counsel, dated September 8, 2021	UBSPO035

Ex. No.	Description	App. No.
10	Email from Sentinel's counsel to UBS's counsel, dated September 1, 2021	UBSPO041

Dated: September 10, 2021

Respectfully submitted,

/s/ Sarah Tomkowiak

LATHAM & WATKINS LLP

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Sarah Tomkowiak (*pro hac vice*)
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BUTLER SNOW LLP

Martin Sosland (TX Bar No. 18855645)
Candice Carson (TX Bar No. 24074006)
2911 Turtle Creek Blvd., Suite 1400
Dallas, TX 75219
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candice.carson@butlersnow.com

*Counsel for UBS Securities LLC and UBS AG
London Branch*

CERTIFICATE OF SERVICE

I, Andrew Clubok, certify that *Appendix of Exhibits to UBS's Opposition to Foreign Non-Party Sentinel Reinsurance, Ltd.'s Motion for Protective Order* was filed electronically through the Court's ECF system, which provides notice to all parties of interest. And a copy of this Opposition will be provided to counsel for Beecher by email

Dated: September 10, 2021

/s/Andrew Clubok
Andrew Clubok

EXHIBIT A

I, Sarah Tomkowiak, declare as follows:

1. I am a partner at Latham & Watkins LLP and one of the counsel of record in this case for Plaintiffs UBS Securities LLC and UBS AG London Branch (together, “UBS”). I have personal knowledge of the facts in this Declaration, which I submit in support of *UBS’s Opposition to Foreign Non-Party Sentinel Reinsurance, Ltd.’s Motion for Protective Order*. If called upon to do so, I could and would competently testify to these facts.

2. Attached hereto as **Exhibit 1** is a true and correct copy of a September 2, 2021 email from Jason Burt to Christopher Weldon, counsel for Beecher Carlson Insurance Services LLC (“Beecher”).

3. Attached hereto as **Exhibit 2** is a true and correct copy of UBS’s June 29, 2021 subpoena for the production of documents on Beecher, together with its affidavit of service.

4. Attached hereto as **Exhibit 3** is a true and correct copy of a June 30, 2021 letter from counsel for Brown & Brown, Inc. (“B&B”)—Beecher’s parent company.

5. Attached hereto as **Exhibit 4** is a true and correct copy of a July 13, 2021 letter from counsel for B&B.

6. Attached hereto as **Exhibit 5** is a true and correct copy of two emails dated August 20, 2021, between counsel for UBS and counsel for Sentinel Reinsurance, Ltd. (“Sentinel”).

7. Attached hereto as **Exhibit 6** is a true and correct copy of an August 4, 2021 letter from counsel for Sentinel to counsel for UBS.

8. Attached hereto as **Exhibit 7** is a true and correct copy of an August 20, 2021 email from Beecher’s counsel to UBS’s counsel.

9. Attached hereto as **Exhibit 8** is a true and correct copy of an email exchange dated August 24, 2021, between Beecher’s counsel and UBS’s counsel.

10. Attached hereto as **Exhibit 9** is a true and correct copy of an email chain between Sentinel's counsel and UBS's counsel.

11. Attached hereto as **Exhibit 10** is a true and correct copy of a September 1, 2021 email from Sentinel's counsel to UBS's counsel.

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

Executed on: September 10, 2021

/s/ Sarah Tomkowiak

Sarah Tomkowiak

EXHIBIT 1

From: Burt, Jason (DC)
Sent: Thursday, September 2, 2021 3:14 PM
To: Christopher Weldon; McLaughlin, Shannon (NY)
Cc: Clubok, Andrew (DC); McMahon, Sean (NY); Justin R Waytowich; Tomkowiak, Sarah (DC)
Subject: RE: Beecher Carlson Document Subpoena

Chris,

Thanks for the call. As we discussed, given Sentinel's motion for protective order we understand that Beecher will not begin its document production tomorrow. However, you confirmed that if the motion is denied, there would be no need for a motion to compel against Beecher as you will begin the rolling production consistent with the subpoena and an order denying the motion. If the motion is denied, we agreed to discuss the timing of the rolling production as soon as possible to ensure there is no undue lag in the timing of the production. You also informed us that you are not aware of any attorney-client privileged material among the 61,000 documents and did not expect there to be much, if any, such privileged material, but stated that you had not yet reviewed the documents in depth. We stated that Sentinel had never raised with us that the 61,000 documents might contain attorney client privileged information and that from UBS's perspective, Beecher could simply produce all 61,000 documents at once pursuant to the existing protective order in the bankruptcy case. We also requested that you not put on hold your review of the documents during the pendency of the motion but that you continue to work on it so that Beecher is prepared to make fulsome productions if/when the motion is denied.

You also confirmed receipt of the New York subpoena duces tecum and stated that you would provide NY law that provided that Beecher's compliance with this subpoena would depend on what the Texas court ruled on Sentinel's motion for protective order. We asked that you provide this law so that we could evaluate since it was UBS's position that compliance with the NY subpoena duces tecum is independent of what the Texas bankruptcy court orders.

Best,
Jason

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT

NORTHERN District of TEXAS

In re HIGHLAND CAPITAL MANAGEMENT, L.P.

Debtor

Case No. 19-34054-sgj11

(Complete if issued in an adversary proceeding)

Chapter 11

UBS SECURITIES LLC AND UBS AG LONDON BRANCH,

Plaintiff

Adv. Proc. No. 21-03020-sgj

v.

HIGHLAND CAPITAL MANAGEMENT, L.P.,

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Beecher Carlson Insurance Services, LLC
(Name of person to whom the subpoena is directed)

[X] Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See ATTACHMENT A

PLACE *Butler Snow LLP 2911 Turtle Creek Blvd., Suite 1400 Dallas, Texas 75219	DATE AND TIME July 29, 2021 at 9:00 am CT
---	--

*In lieu of delivery of hard-copy documents, you may email the documents to Robert.Allen@lw.com, Andrew.Clubok@lw.com, and Candice.Carson@butlersnow.com.

[] Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: June 29, 2021

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Martin Sosland
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) UBS Securities LLC and UBS AG London Branch, who issues or requests this subpoena, are:

Martin Sosland, Butler Snow LLP, 2911 Turtle Creek Blvd., Suite 1400, Dallas, Texas 75219, Telephone: (469) 680-5502, Email: martin.sosland@butlersnow.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (*name of individual and title, if any*): _____
on (*date*) _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on (*date*) _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

ATTACHMENT A

I. DEFINITIONS

The terms utilized herein shall have the meanings specified below. Each defined term shall have the meaning ascribed to it regardless of whether the term is capitalized. Any term referencing any business, legal, or governmental entity or association shall be deemed a reference to any and all of its predecessors, successors, affiliates, and subsidiaries, as well as any and all of its past or present officers, directors, partners, members, managers, employees, representatives, and agents.

Defined terms include the following:

1. “Communications” means the transmittal of information in all forms, including, without limitation, through meetings, in-person or telephone conversations, telegrams, facsimile or electronic mail transmissions, correspondence, letters, reports, memoranda, formal or informal statements, press releases, newspaper stories, records of conversations or messages, and similar modes. References to Communications with or by business entities shall be deemed to include all officers, directors, employees, personnel, agents, attorneys, accountants, consultants, independent contractors, or other representatives of such entities.
2. “You” or “Your” means Beecher Carlson, as well as any division or subsidiary thereof, and any of its attorneys, representatives, officers, directors, employees, consultants, advisors, affiliates, or anyone acting on Your or such subsidiary’s behalf.
3. “Documents” means all documents and materials, whether written, graphic, or otherwise, including all originals, identical or non-identical copies, drafts, working papers, reproductions, or recordings of any kind, or other data compilations from which information can be obtained or translated into reasonably usable form. Documents shall be construed broadly to encompass, without limitation, Communications,

notations made regarding any Communications, books, records, ledgers, journals, notebooks, calendars, minutes, agendas, notices, presentations, credit memoranda, promissory notes, sales slips, checks or cancelled checks, agreements, contracts, licenses, opinions, projections, spreadsheets, summaries, sworn or unsworn statements, recordings, drawings, photographs, computer data, or similar items, regardless of the form maintained.

4. “HCM” means Highland Capital Management, L.P., as well as any subsidiary thereof, and any of their attorneys, representatives, officers, directors, employees, consultants, advisors, affiliates, or anyone acting on HCM or such subsidiary’s behalf.
5. “Multi-Strat” means Highland Multi Strategy Credit Fund, L.P., formerly known as Highland Credit Opportunities CDO, L.P., as well as any subsidiary thereof, and any of their attorneys, representatives, officers, directors, employees, consultants, advisors, affiliates, or anyone acting on Multi-Strat or such subsidiary’s behalf.
6. “CDO Fund” means Highland CDO Opportunity Master Fund, L.P., as well as any subsidiary thereof, and any of their attorneys, representatives, officers, directors, employees, consultants, advisors, affiliates, or anyone acting on CDO Fund or such subsidiary’s behalf.
7. “SOHC” means Highland Special Opportunities Holding Company, as well as any subsidiary thereof, and any of their attorneys, representatives, officers, directors, employees, consultants, advisors, affiliates, or anyone acting on SOHC or such subsidiary’s behalf.

8. “HFP” means Highland Financial Partners, L.P., as well as any subsidiary thereof, and any of their attorneys, representatives, officers, directors, employees, consultants, advisors, affiliates, or anyone acting on HFP or such subsidiary’s behalf.
9. “Sentinel” means Sentinel Reinsurance, Ltd. and Sentinel Re Holdings, Ltd. as well as any subsidiary or affiliate thereof, and any of their attorneys, representatives, officers, directors, employees, consultants, advisors, affiliates, or anyone acting on Sentinel or such subsidiary or affiliate’s behalf.
10. “Insurance Policy” means that certain Legal Liability Insurance Policy dated as of August 1, 2017 between Sentinel Reinsurance, Ltd. as Insurer and Highland CDO Opportunity Master Fund, LP, Highland CDO Holding Company, and Highland Special Opportunities Holding Company as Insureds.
11. “Purchase Agreement” means that certain Purchase Agreement dated as of August 7, 2017 between Sentinel Reinsurance, Ltd. as Purchaser and each of Highland CDO Opportunity Master Fund, L.P., Highland CDO Holding Company, and Highland Special Opportunities Holding Company as Sellers.
12. “Tax Memo” means that certain June 30, 2018 Memorandum entitled “Tax Consequences of Sentinel Acquisition of HFP/CDO Opportunity Assets.”
13. “Legal Action” means the legal action identified in the Schedule to the Insurance Policy, *UBS Securities LLC and UBS AG, London Branch, v. Highland Capital Management, L.P., Highland Special Opportunities Holding Company, Highland Financial Partners, L.P., Highland CDO Opportunity Master Fund, L.P., Highland Credit Opportunities CDO, L.P., and Strand Advisors, Inc.*, Case No. 650097/2009.

14. As used herein, the terms “concerning,” “regarding,” and “relating to” mean all information, facts, or documents that directly, indirectly, or in any other way support, concern, negate, bear upon, touch upon, incorporate, affect, include, pertain to, or are otherwise connected with the subject matter about which the request is made.

II. INSTRUCTIONS

1. The terms used herein are to be given their most expansive and inclusive interpretation unless otherwise expressly limited herein. This includes, without limitation, the following:
 - a. construing “and” and “or” in the disjunctive or conjunctive as necessary to make a request more inclusive;
 - b. construing the singular form of a word to include the plural and vice versa;
 - c. construing the term “among” to mean between or among;
 - d. construing the term “any” to mean any, all, each, and every;
 - e. construing the masculine, feminine, or neutral pronouns to include other genders; and
 - f. construing the present tense of a verb to include its past tense and vice versa.
2. In response to these requests, produce all Documents in Your actual or constructive possession, custody, or control, or in the actual or constructive possession, custody, or control of any of Your representatives, agents, employees, accountants, attorneys, or affiliates.
3. If any Documents were formerly in Your possession, custody, or control and have been lost, destroyed, or otherwise disposed of, then furnish a list that identifies all such Documents and state for each such Document: (a) the nature (*e.g.*, letter,

memorandum, etc.), size, and subject matter of the Documents; (b) the persons who prepared or authored the Documents, and, if applicable, the persons to whom the Documents were sent; (c) the date when the Documents were prepared or transmitted; and (d) the date when the Documents were lost, destroyed, or otherwise disposed of, the reasons for such destruction or disposition, and the persons requesting and performing the destruction or disposition.

4. For each Document withheld on the ground of any privilege or immunity, furnish a list that identifies each such Document and state for each such Document: (a) the nature (*e.g.*, letter, memorandum, etc.), size, and subject matter of the Documents; (b) the persons who prepared or authored the Documents, and, if applicable, the persons to whom the Documents were sent; (c) each person having a copy of the Documents and each person to whom a copy was sent or whom received a copy; (d) the date on which the Documents were prepared or transmitted; and (e) the nature of and basis for the privilege claimed.
5. If any portion of a Document is responsive to these requests, produce the entirety of the Document. Likewise, if only part of a responsive Document is protected by privilege or immunity, produce the Document with only the privileged matter redacted.
6. Produce all Documents as they are kept in the ordinary course of business, and when applicable, in the order they are found in a person's files. If Documents are kept in a file with a file label, produce a copy of that label together with the Documents, Communications, or other materials in the file.
7. Produce all financial data in native format to the extent available.

8. Unless otherwise specified herein, the period covered by these requests is January 1, 2016 to the present.

III. DOCUMENTS TO BE PRODUCED

1. Communications between Sentinel, and any of You, HCM, CDO Fund, HFP, SOHC, Multi-Strat, James Dondero (“Dondero”), Isaac Leventon (“Leventon”), Matthew DiOrio (“DiOrio”), Jean Paul Sevilla (“Sevilla”), Mary Kathryn Irving (“Irving”), or Scott Ellington (“Ellington”).
2. Documents or Communications concerning the Insurance Policy, including without limitation (i) any amendment thereto; (ii) board minutes or resolutions concerning the Insurance Policy; (iii) claims made on the Insurance Policy; (iv) Communications with the IRS concerning the Insurance Policy; and (v) any similar agreements.
3. Documents or Communications concerning the Purchase Agreement, including without limitation (i) any amendment thereto; (ii) transfer of assets pursuant to the Purchase Agreement; (iii) board minutes or resolutions concerning the Purchase Agreement; (iv) Communications with the IRS regarding any assets transferred pursuant to the Purchase Agreement; and (v) any similar agreements.
4. Documents or Communications concerning the Tax Memo, including without limitation (i) any amendment thereto; (ii) board minutes or resolutions concerning the Tax Memo; (iii) documents relied on in preparing the Tax Memo; and (iv) any similar memoranda.
5. Documents or Communications sufficient to identify any assets transferred from HCM, CDO Fund, HFP, or SOHC to Sentinel, including without limitation all assets

- transferred pursuant to the Insurance Policy or Purchase Agreement, and information sufficient to identify the value of any such transferred assets.
6. Documents or Communications relating to any subsequent transfer or dissipation by Sentinel of any assets previously transferred from HCM, SOHC, HFP, or CDO Fund.
 7. Documents or Communications sufficient to identify all accounts used to transfer or receive any assets transferred pursuant to the Insurance Policy or Purchase Agreement.
 8. Documents or Communications concerning the value of any assets transferred pursuant to the Insurance Policy or Purchase Agreement, including without limitation those assets listed in Schedule A to the Purchase Agreement, from January 1, 2017 to the present, including documentation supporting the \$105,647,679 value of those assets as listed in the Tax Memo.
 9. Documents showing the organizational structure of Sentinel and its affiliates, including information identifying the relationship between Sentinel and any of Dondero, Leventon, DiOrio, Sevilla, Irving, or Ellington.
 10. Documents or Communications sufficient to determine the identities of Sentinel's directors and officers between January 1, 2016 and the present.
 11. Documents or Communications from any time period concerning the formation or acquisition of Sentinel.
 12. Documents or Communications between Sentinel and any person concerning the Legal Action.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

In re HIGHLAND CAPITAL MANAGEMENT, L.P., Debtor

Case No. : 19-34054-sgj11
Chapter 11
Adv. Proc. No. 21-03020-sgj

UBS SECURITIES LLC AND UBS AG LONDON BRANCH,

VS

Plaintiff

HIGHLAND CAPITAL MANAGEMENT, L.P.

Defendant

AFFIDAVIT OF SERVICE

State of Vermont }
County of Washington } ss.:

The undersigned, being duly sworn, deposes and says;

Deponent is not a party herein, is over 18 years of age and resides in the state of Vermont.

That on 06/29/2021 at 12:10 PM at 100 N Main Street, Suite 2, Barre, VT 05641

deponent served a(n) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a
Bankruptcy Case (or Adversary Proceeding), Attachment A

on Beecher Carlson Insurance Services, LLC, c/o Corporation Service Company, Registered Agent,

by delivering thereat a true copy to Denise Quелlette personally, authorized to accept service thereof.

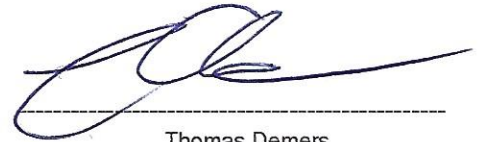
Description of Person Served:

Gender: Female
Skin: White
Hair: Gray
Age: 51 - 65 Yrs.
Height: 5' 4" - 5' 8"
Weight: 100-130 Lbs.
Other:

Sworn to before me this
29 day of June, 2021



NOTARY PUBLIC



Thomas Demers

KRISTIN DEMERS
Notary Public, State of Vermont
Commission Number 157.000.3334
My Commission Expires Jan. 31, 2027

Spring By Irving, Inc. | 233 Broadway, Suite 2201 | New York, NY 10279
New York City Dept. of Consumer Affairs License No. 0761160

UBSPO018

EXHIBIT 3



Brown & Brown, Inc.
300 N. Beach Street
Daytona Beach, FL 32114
Fax: (386) 239-7923

Direct Line: (386) 239-5750 (800) 877-2769 Ext. 8853

LAUREN A. CLARK
Subpoena Coordinator

June 30, 2021

VIA EMAIL (martin.sosland@butlersnow.com)

Martin Sosland, Esquire
Butler Snow, LLP
2911 Turtle Creek Blvd., Suite 1400
Dallas, TX 75219

Re: *UBS Securities, LLC v Highland Capital Management, LP*
Subpoena Duces Tecum

Dear Mr. Sosland:

In response to your non-party subpoena in the above-referenced matter, which we received on June 29, 2021, we are in the process of reviewing the request and conducting a search of the files of Beecher Carlson Insurance Services, Inc. We are objecting to time within which to respond. We estimate that it will take up to 45 days from the date we received your subpoena to complete our search. All other objections are specifically reserved.

We will provide you with an invoice for the estimated cost of retrieval of any records responsive to your request. Upon receipt of payment, we will prepare the records and ship them to you. In the event that the records are no longer needed we ask that you notify us in writing as soon as possible.

Sincerely,

Lauren Clark

Lauren Clark

LC:me

UBSPO020

EXHIBIT 4



Brown & Brown, Inc.
300 N. Beach Street
Daytona Beach, FL 32114
Fax: (386) 239-7293

Direct Line: (386) 239-7200 • (800) 877-2769 Ext. 7200
Direct Fax: (386) 239-7293

ROBERT T. BOWLING
Litigation Counsel

July 13, 2021

VIA EMAIL (martin.sosland@butlersnow.com)

Martin Sosland, Esquire
Butler Snow, LLP
2911 Turtle Creek Blvd., Suite 1400
Dallas, TX 75219

Re: *UBS Securities, LLC v Highland Capital Management, LP*
Subpoena Duces Tecum

Dear Mr. Sosland:

I am in-house counsel for Brown & Brown, Inc., the parent company for Beecher Carlson Insurance Services, LLC (Beecher). We are in receipt of your subpoena via our process server, CSC, on June 30, 2021. Beecher is objecting to the documents requested in this subpoena as we have a contract which makes the documents in our possession for this matter confidential. There may also be privileged communications which would create an undue burden to search for and produce every document we have. However, if there are responsive documents which are not subject to these objections, we will produce them notwithstanding the objections.

Please contact me at rbowling@bbins.com if you have any further questions.

Sincerely,

/s/ Robert T. Bowling

Robert T. Bowling

UBSPO022

EXHIBIT 5

From: Burt, Jason (DC)
Sent: Friday, August 20, 2021 6:38 PM
To: Catanese, Katie; Nann, Alissa M.
Cc: Natascha.Steiner-Smith@collascrill.com; Stephen.Leontsinis@collascrill.com; TJCahill@duanemorris.com; Clubok, Andrew (DC); Tomkowiak, Sarah (DC); McMahon, Sean (NY); McCall, Danielle (DC); McLaughlin, Shannon (NY)
Subject: RE: Sentinel

Katie,

Thank you for your latest note. We continue to be disappointed that Sentinel refuses to work with us in good faith – we had thought last Thursday that the parties were close to agreement on a rolling production of documents and to Sentinel responding to the information subpoena. Indeed, you yourself expressed optimism about the idea of a rolling production and stated that our list of priority documents would be a helpful way to get the production rolling. Now, instead, you refuse to do either a rolling production or to prioritize any review. Moreover, you now claim that Sentinel has unilateral authority to dictate to Beecher how Beecher may respond to the document subpoena served *on Beecher*. As you well know, Sentinel has no legal right to dictate to Beecher Carlson what it can and cannot produce under the subpoena lawfully served on it. Nothing in the confidentiality agreement (or the law) gives Sentinel such power. And despite your assertions, we have endeavored in all of our correspondence to be professional while asserting our client’s position. Nothing we have said or done has been hostile, or has provided any basis for Sentinel to oppose the subpoenas served on it or Beecher. To the contrary we have worked with Sentinel for over two months to come to a reasonable solution, even when the law required Sentinel to comply fully within 7 days of receipt of the information subpoena. Regrettably, these efforts have come to naught, and we understand that the parties are now at an impasse and will proceed accordingly.

Best,
Jason

From: Catanese, Katie <KCatanesef@foley.com>
Sent: Friday, August 20, 2021 4:43 PM
To: Burt, Jason (DC) <Jason.Burt@lw.com>; Nann, Alissa M. <ANann@foley.com>
Cc: Natascha.Steiner-Smith@collascrill.com; Stephen.Leontsinis@collascrill.com; TJCahill@duanemorris.com; Clubok, Andrew (DC) <Andrew.Clubok@lw.com>; Tomkowiak, Sarah (DC) <Sarah.Tomkowiak@lw.com>; McMahon, Sean (NY) <Sean.McMahon@lw.com>; McCall, Danielle (DC) <Danielle.McCall@lw.com>; McLaughlin, Shannon (NY) <Shannon.McLaughlin@lw.com>
Subject: RE: Sentinel

Jason,

We are currently reviewing 61,000 documents--the number of pages is much greater--and have an appropriate number of reviewers reviewing the documents in our possession. We believe it will take 6-8 weeks to review the entire subset. We do not consent to provide you these documents on a rolling basis, and we do not consent to prioritize the list of documents you tardily sent to us yesterday. We will review the entire subset of documents and produce to Beecher the documents they are legally obligated to produce only after we have fully reviewed them.

The tenor of your email is threatening and unnecessarily hostile. As was indicated to you on our call last week, it is directly contrary to your statements that you want to work cooperatively and is offensive. As we have reiterated on numerous occasions, this is not an issue of whether to cooperate with UBS or side with Sentinel’s owners. The

independent directors have duties to Sentinel and must ensure that their legal fiduciary obligations to Sentinel are met. Requiring Sentinel to turn over documents to UBS on a rolling basis is not an efficient use of Sentinel's limited time or resources. Although we still maintain that there is a consensual resolution that can be reached here, Sentinel's directors are unwilling to compromise their fiduciary duties to appease your hostility and unrealistic timeline, especially given the severe deficiencies in service and the lack of jurisdiction the New York Supreme Court has over Sentinel, as further described in our last letter. The 6-8 weeks it will take for Sentinel to complete its review of documents will in no way prejudice your client.

Sentinel does not waive and hereby reserves any and all of its objections to the subpoenas that were improperly served on Sentinel, as well as the jurisdiction of the New York Supreme Court over Sentinel for any purpose whatsoever. In addition, Sentinel has not conceded coverage and reserves all rights to deny coverage with respect to any insurance policies issued to the Highland entities.

Please govern yourselves accordingly.

Katie

Katherine R. Catanese
Foley & Lardner, LLP
90 Park Avenue
New York, NY 10016
O: 212-338-3496
C: 517-449-7587

From: Catanese, Katie <KCatanese@foley.com>

Sent: Thursday, August 19, 2021 9:21 AM

To: Burt, Jason (DC) <Jason.Burt@lw.com>; Nann, Alissa M. <ANann@foley.com>

EXHIBIT 6



FOLEY & LARDNER LLP

ATTORNEYS AT LAW

90 PARK AVENUE
NEW YORK, NY 10016-1314
212-682-7474 TEL
212-687-2329 FAX
WWW.FOLEY.COM

WRITER'S DIRECT LINE
212-338-3496
kcatanese@foley.com EMAIL

August 4, 2021

VIA EMAIL

Jason R. Burt
Latham & Watkins LLP
555 Eleventh Street, N.W.
Suite 1000
Washington, D.C. 2004-1304
jason.burt@lw.com

Re: *UBS Securities LLC and UBS AG London Branch v. Highland Capital Management et al.* (Index No. 650097/2009)

Dear Mr. Burt,

As you know, we represent Sentinel Reinsurance Ltd. (“Sentinel”). We write as a follow-up to our phone call on July 29, 2021. As discussed on our call, the information subpoenas, restraining notice, and other documents (the “Third Party Discovery Documents”) UBS attempted to serve on Sentinel in the Cayman Islands are not automatically enforceable outside of the United States. Evidence for use in foreign proceedings can only be compelled from a witness located in the Cayman Islands with the assistance of a Cayman Court, pursuant to the Hague Convention on the Taking of Evidence Abroad in Civil or Commercial Matters (the “Hague Evidence Convention”). Compliance with the Hague Evidence Convention is required here since the Third Party Discovery Documents are being served outside the U.S. on a non-party.

New York law has consistently held that with respect to foreign non-parties, like Sentinel, use of the Hague Evidence Convention is “virtually compulsory.” *Orlich v. Helm Bros., Inc.*, 160 A.D.2d 135, 143 (1st Dep’t 1990)¹. As *Orlich* held, this is because the use of non-judicial taking of evidence in a country where that is the requirement is “an affront to their

¹ See also *Matter of Agusta*, 171 A.D.2d 595, 596 (1st Dept. 12291) (reversing Surrogate’s Court order that a non-party witness who was an Italian citizen living in Monaco appear in New York for a deposition, finding that the Hague Evidence Convention needed to be used, particularly when the discovery is sought from a non-party); *Ayyash v. Koleilat*, 38 Misc. 3d 916 (N. Y. Sup. 2012), aff’d 115 A.D. 3d 495 (1st Dep’t, 2014) (holding that party seeking to enforce foreign judgment had to use Hague Evidence Convention to obtain bank account information from branches outside of New York, even though the banks had branches in New York); *Peters v. Peters*, 127 A.D.3d 656 (1st Dep’t 2015) (Hague Evidence Convention was appropriate to obtain discovery from non-party UBS, particularly where disclosure could violate Swiss banking law); *Intercontinental Trading Corp. v. Roth*, 154 Misc. 2d 639 (N.Y. Supp. 1991) (Hague Evidence Convention procedure required after *Agusta* to obtain disclosure from Israeli bank as to accounts held outside of the United States, even if Israeli banking laws were not clearly implicated).

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sovereignty.” *Id.* Specifically, the *Orlich* court held that “[s]uch an exercise would be particularly offensive where, as here, the entity being subjected to the court-ordered fact gathering . . . is not even a party to the litigation. . .” *Id.* *Orlich* also identified several factors to determine whether the Hague Evidence Convention should be used: 1) the degree of specificity of the request, 2) whether the information originated in the United States, 3) the availability of an alternate source to obtain the information, 4) the extent to which non-compliance would undermine US interests; and 5) whether compliance would undermine important interests of the country where the information is located. *Id.* at 144. Here, these factors weigh heavily in favor of the use of the Hague Evidence Convention as (i) the information subpoena is incredibly broad, (ii) certain of the information likely did not originate in the U.S.—it originated in the Cayman Islands, (iii) there is an alternate source of the documents (Beecher Carlson, Sentinel’s manager, which we understand has also received a similar subpoena), and (iv) the Cayman Island’s interest in protecting its sovereignty, as well as the interests of the Cayman Islands to protect its citizens (especially given the divergence in discovery practices between the Cayman Islands and U.S.), override permitting service of broad discovery requests that would not be permitted without Cayman court oversight.

Further, as we discussed last week, Sentinel’s prior directors have all resigned and have very recently been replaced by new independent directors with no prior affiliation with or knowledge of Sentinel or its actions with respect to the various Highland Capital entities. As such, and with recognition of the new directors’ fiduciary duties to Sentinel, they are currently undertaking a review of the facts, including coverage under the insurance policy and the assets which were transferred to pay the premiums on the policy. In addition, the directors and their Cayman Islands counsel are working with Beecher Carlson regarding a review of documents that are in Beecher Carlson’s possession (and not in Sentinel’s).

Additionally, although we continue to dispute that service of these documents was proper and so no response to these documents is legally required at this time, as discussed above, the Sentinel directors only recently received--on July 26, 2021--from Sentinel’s registered agent your May 14, 2021 letter, the undated restraining notice, the bankruptcy subpoena (dated April 2, 2021) and another copy of the information subpoena.

While we believe a consensual resolution is possible as we discussed on our call last week, and Sentinel and its new independent directors may be willing to cooperate with UBS, at this point, the independent directors are taking initial steps to understand the underlying facts and information in connection with their fiduciary duties and as required under the laws of the Cayman Islands.

Though you have previously indicated you believe New York courts have personal jurisdiction over Sentinel, and have requested that Sentinel waive any of its arguments regarding such jurisdiction, Sentinel does not waive and hereby reserves any and all of its objections to the Third Party Discovery Documents and the jurisdiction of the New York Supreme Court over Sentinel for any purpose whatsoever.



We welcome the opportunity to discuss these matters with you further.

Very Truly Yours,

/s/ Katherine R. Catanese

Katherine R. Catanese

cc: Stephen Leontsinis, Collas Crill

EXHIBIT 7

From: Christopher Weldon <cweldon@kwcllp.com>
Sent: Friday, August 20, 2021 11:52 AM
To: Clubok, Andrew (DC) <Andrew.Clubok@lw.com>; McLaughlin, Shannon (NY) <Shannon.McLaughlin@lw.com>
Cc: Justin R Waytowich <JWaytowich@kwcllp.com>
Subject: UBS, et al v Highland, et al

I am following up my voicemail of earlier today to you both. As I stated, I have been recently retained to assist Beecher Carlson in responding to your two Information Subpoenas. As I requested in my voicemail, I am looking for an extension of time to respond to the two Subpoenas until September 3, 2021 as I am away this week and I will be returning to the my office on Monday August 23, 2021.

I appreciate your attention to this matter and I look forward to working with you. If you have any questions or would like to discuss the matter further before Monday, please do not hesitate to contact me on my cell phone.

Thanks,

Christopher B. Weldon, Esq.

KEIDEL, WELDON & CUNNINGHAM, LLP

ATTORNEYS AT LAW

925 Westchester Ave.

White Plains, New York 10604

Tele: (914) 948-7000 x115

Cell : (203) 984-5394

Fax: (914) 948-7010

cweldon@kwcllp.com

Website: <http://www.kwcllp.com>

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EXHIBIT 8

-----Original Message-----

From: Christopher Weldon <cweldon@kwcllp.com>

Sent: Tuesday, August 24, 2021 8:57 PM

To: Burt, Jason (DC) <Jason.Burt@lw.com>

Cc: Clubok, Andrew (DC) <Andrew.Clubok@lw.com>; McMahon, Sean (NY) <Sean.McMahon@lw.com>; Justin R Waytowich <JWaytowich@kwcllp.com>

Subject: RE: Beecher Carlson Document Subpoena

The only caveat to your summary below is that we will discuss how rolling production will proceed on September 3, 2021 to begin the following week. As to the rest, we will proceed as discussed.

Thanks,

Christopher B. Weldon, Esq.

KEIDEL, WELDON & CUNNINGHAM, LLP

ATTORNEYS AT LAW

925 Westchester Ave.

White Plains, New York 10604

Tele: (914) 948-7000 x15

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-----Original Message-----

From: Jason.Burt@lw.com <Jason.Burt@lw.com>

Sent: Tuesday, August 24, 2021 8:08 PM

To: Justin R Waytowich <JWaytowich@kwcllp.com>

Cc: Christopher Weldon <cweldon@kwcllp.com>; Andrew.Clubok@lw.com; Sean.McMahon@lw.com

Subject: RE: Beecher Carlson Document Subpoena

Chris and Justin:

Thank you for speaking with us earlier this evening. We appreciate your quick response to our inquiry regarding the Beecher Carlson information and document subpoenas and your willingness to work with us.

To memorialize our discussion, we understand that Beecher will produce responses to the New York information subpoena by Friday, August 27. With respect to the Texas document subpoena, you stated that Beecher would begin a rolling production starting on Friday, September 3, unless Sentinel has filed a motion for protective order in the Texas bankruptcy court before that date. As discussed, we agree to that in principle, but ask that Beecher inform Sentinel that if it intends to intervene to prevent Beecher's production, it must do so no later than Thursday, September 2, otherwise Beecher will begin production on September 3. We also ask that you let us know earlier if possible whether Sentinel will intervene or not. Finally, you agreed that absent a court order Beecher would not take instruction from Sentinel one way or another on what Beecher will produce in response to the subpoena. This is critical since Sentinel's last communication to us was that they would be dictating what Beecher Carlson may produce, which is unacceptable to UBS and contrary to the confidentiality provision of the Management Agreement.

Please let us know if your understanding of what we discussed differs in any respect from the above. Thank you.

Jason

EXHIBIT 9

From: Burt, Jason (DC)
Sent: Wednesday, September 8, 2021 9:31 AM
To: Catanese, Katie; Martin.Sosland@butlersnow.com
Cc: Clubok, Andrew (DC); Tomkowiak, Sarah (DC); George, Katie (CH); McLaughlin, Shannon (NY)
Subject: RE: Motion for Protective Order

Katie,

First, we are disappointed to learn that you have been having ex parte communications with the court. Please include us on any further communications, even if they regard only scheduling. Second, we will be moving for expedited hearing on this motion so we suggest that all parties wait to discuss scheduling with the court until after our motion is filed.

Regards,
Jason

From: Catanese, Katie <KCatanese@foley.com>
Sent: Wednesday, September 8, 2021 9:23 AM
To: Burt, Jason (DC) <Jason.Burt@lw.com>; Martin.Sosland@butlersnow.com
Subject: RE: Motion for Protective Order

Jason and Martin,
I have been working with the bankruptcy court to find a date suitable for the hearing on our motion for protective order. The court has October 27 at 1:30 CT. Does that work for you?
Katie

Katherine R. Catanese
Foley & Lardner, LLP
90 Park Avenue
New York, NY 10016
O: 212-338-3496
C: 517-449-7587

From: Jason.Burt@lw.com <Jason.Burt@lw.com>
Sent: Wednesday, September 1, 2021 10:43 AM
To: Catanese, Katie <KCatanese@foley.com>; Martin.Sosland@butlersnow.com
Subject: RE: Motion for Protective Order

**** EXTERNAL EMAIL MESSAGE ****

UBS will oppose the motion on the merits and reserves all rights to raise all other appropriate arguments and seek appropriate relief.

Best,
Jason

Jason R. Burt

(202) 637-3359

From: Catanese, Katie <KCatanese@foley.com>
Date: Wednesday, Sep 01, 2021, 9:17 AM
To: Burt, Jason (DC) <Jason.Burt@lw.com>, Martin.Sosland@butlersnow.com <Martin.Sosland@butlersnow.com>
Subject: RE: Motion for Protective Order

Jason,

We respectfully disagree with your position that the protective order in place covers what we are seeking in our motion for protective order. Rather, consistent with our last email exchange with you, we are seeking a reasonable amount of time so that we can review the 61,000 documents rather than requiring Beecher to produce these documents beginning tomorrow on a rolling basis.

Katie

Katherine R. Catanese
Foley & Lardner, LLP
90 Park Avenue
New York, NY 10016
O: 212-338-3496
C: 517-449-7587

From: Jason.Burt@lw.com <Jason.Burt@lw.com>
Sent: Tuesday, August 31, 2021 7:50 PM
To: Catanese, Katie <KCatanese@foley.com>; Martin.Sosland@butlersnow.com
Subject: RE: Motion for Protective Order

**** EXTERNAL EMAIL MESSAGE ****

Thanks. In that case, you need to let us know what relief you are seeking for us to know whether we oppose. If, for example, it is to quash the subpoena then of course we will oppose on the merits. If it is to obtain a protective order to protect the confidentiality of documents Beecher produces, then your motion is unnecessary since there already is a protective order in place in the bankruptcy case that the judge has applied to the adversary proceeding. See attached. Beecher is free to mark documents confidential under this order. Please let us know what it is you are actually seeking so we can provide an informed response.

Jason

From: Catanese, Katie <KCatanese@foley.com>
Sent: Tuesday, August 31, 2021 7:36 PM
To: Burt, Jason (DC) <Jason.Burt@lw.com>; Martin.Sosland@butlersnow.com
Subject: RE: Motion for Protective Order

Jason,

We are seeking concurrence under LBR 7007.

Katie

Katherine R. Catanese
Foley & Lardner, LLP
90 Park Avenue
New York, NY 10016
O: 212-338-3496

C: 517-449-7587

From: Jason.Burt@lw.com <Jason.Burt@lw.com>
Sent: Tuesday, August 31, 2021 5:13 PM
To: Martin.Sosland@butlersnow.com; Catanese, Katie <KCatanese@foley.com>
Subject: RE: Motion for Protective Order

**** EXTERNAL EMAIL MESSAGE ****

Katie,

Could you please clarify what concurrence you are seeking? Is this a request under LBR 7007-1(a) to confirm whether the motion is opposed on the merits? Or are you asking whether we consent to Sentinel's ability to file the motion? Please let us know as soon as you are able. Thanks.

Jason

From: Martin Sosland <Martin.Sosland@butlersnow.com>
Sent: Tuesday, August 31, 2021 10:56 AM
To: Catanese, Katie <KCatanese@foley.com>
Cc: Burt, Jason (DC) <Jason.Burt@lw.com>
Subject: Re: Motion for Protective Order

Looping in Candice Carson.

Martin A. Sosland
Butler Snow LLP
2911 Turtle Creek Blvd., Suite 1400
Dallas, TX 75219
Office: 469.680.5502
Mobile: 214.415.4264
Martin.Sosland@butlersnow.com

On Aug 31, 2021, at 7:50 AM, Catanese, Katie <KCatanese@foley.com> wrote:

Good morning,

We represent Sentinel Reinsurance, Ltd. We will be filing a motion for protective order in the Texas bankruptcy court likely tomorrow regarding the subpoena served on Beecher Carlson Insurance Services, LLC in the case captioned *UBS v. Highland Capital Management*, adv. pro. no. 21-03020. We are seeking your concurrence in the same. Please let us know. Thanks.

Katie

Katherine R. Catanese
Foley & Lardner, LLP
90 Park Avenue
New York, NY 10016
O: 212-338-3496
C: 517-449-7587

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EXHIBIT 10

From: Catanese, Katie <KCatanese@foley.com>
Sent: Wednesday, September 1, 2021 9:17 AM
To: Burt, Jason (DC); Martin.Sosland@butlersnow.com
Subject: RE: Motion for Protective Order

Jason,

We respectfully disagree with your position that the protective order in place covers what we are seeking in our motion for protective order. Rather, consistent with our last email exchange with you, we are seeking a reasonable amount of time so that we can review the 61,000 documents rather than requiring Beecher to produce these documents beginning tomorrow on a rolling basis.

Katie

Katherine R. Catanese
Foley & Lardner, LLP
90 Park Avenue
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C: 517-449-7587
