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Andrew K. York (Texas Bar No. 24051554)
Joshua D. Smeltzer (Texas Bar No. 24113859)
Drake M. Rayshell (Texas Bar No. 24118507)

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Counsel to Patrick Daugherty

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

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

**PATRICK DAUGHERTY’S WITNESS AND EXHIBIT LIST
FOR HEARING SCHEDULED FOR NOVEMBER 13, 2025 AT 9:30 A.M.**

Patrick Daugherty, (“Daugherty”) hereby files this Witness and Exhibit List for the hearing scheduled for November 13, 2025, at 9:30 a.m. (Central Time) in connection with (1) *Highland Capital Management, L.P. and the Highland Claimant Trust’s Motion for an Order Authorizing (A) the Destruction of Certain Documents and Obsolete Equipment and (B) for Related Relief* [Docket No. 4416] and Patrick Daugherty’s *Objection* to same [Docket No. 4449], and (2) *Highland*

¹ Highland’s last four digits of its taxpayer identification number are (8357). The headquarters and service address for Highland is 100 Crescent Court, Suite 1850, Dallas, TX 75201.



Employee Retention Assets, LLC's Motion to Intervene Pursuant to F.R.B.P. 2018 [Docket No. 4446].

WITNESSES

Daugherty may call one or more of the following witnesses at the hearing:

1. John A. Morris;
2. Drake M. Rayshell;
3. Patrick H. Daugherty;
4. Any witnesses called by any other party; and
5. Any witnesses necessary for impeachment, depending upon the witnesses and evidence presented by other parties.

Daugherty reserves the right to cross-examine any witness called by any other party.

EXHIBITS

Daugherty designates the following exhibits:

EXHIBIT NUMBER	DESCRIPTION	M A R K E D	O F F E R E D	O B J E C T	A D M I T T E D
PD-1	Settlement Agreement between Highland Capital Management, L.P. and Patrick Daugherty [Doc. No. 3089-1].				
PD-2	Declaration of Patrick Daugherty in Support of Patrick Daugherty's Objection to Motion for an Order Authorizing (A) the Destruction of Certain Documents and Obsolete Equipment and (B) For Related Relief [Doc. No. 4449, Ex. B].				
PD-3	Sampling of HERA Emails Produced by Abrams & Bayliss [Doc. No. 4449, Ex. B-1].				

EXHIBIT NUMBER	DESCRIPTION	M A R K E D	O F F E R E D	O B J E C T	A D M I T T E D
PD-4	Plaintiff's [Highland Employee Retention Assets, LLC] First Amended Original Complaint [Doc. No. 4449, Ex. B-2].				
PD-5	Complaint for (1) Disallowance of Claim No. 205 In Its Entirety, (2) Estimation of Claim No. 205 For Allowance Purposes, Or (3) Subordination of Any Allowed Portion of Claim No. 205 of Patrick Hagaman Daugherty in Adversary Proceeding No. 25-03055-sgj, <i>Highland Capital Management, L.P. v. Patrick Hagaman Daugherty</i> [Adv. Proc. 25-03055, Doc. No. 1].				
PD-6	Patrick Daugherty's Answer to Plaintiff Highland Capital Managements L.P.'s Complaint for (1) Disallowance of Claim No. 205 in its Entirety, (2) Estimation of Claim No. 205 for Allowance Purposes, or (3) Subordination of Any Allowed Portion of Claim No. 205 of Patrick Hagaman Daugherty [Doc. No. 1] and Original Counterclaim [Adv. Proc. 25-03055, Doc. No. 39].				
PD-7	Declaration of Andrew K. York in Support of Patrick Daugherty's Objection to Motion for an Order Authorizing (A) the Destruction of Certain Documents and Obsolete Equipment and (B) for Related Relief [Docket No. 4449, Ex. D].				
PD-8	October 6, 2025 Letter from A. York to J. Morris [Docket No. 4449, Ex. D-1].				
PD-9	October 8, 2025 Email from J. Morris to A. York [Docket No. 4449, Ex. D-2].				
PD-10	October 8, 2025 "First Inventory List" from J. Morris [Docket No. 4449, Ex. D-3].				

EXHIBIT NUMBER	DESCRIPTION	M A R K E D	O F F E R E D	O B J E C T	A D M I T T E D
PD-11	October 9, 2025 Email from D. Rayshell to J. Morris [Docket No. 4449, Ex. D-4].				
PD-12	October 9, 2025 Email from J. Morris to D. Rayshell [Docket No. 4449, Ex. D-5].				
PD-13	October 9, 2025 “Second Inventory List” from J. Morris [Docket No. 4449, Ex. D-6].				
PD-14	October 26, 2025 Email from A. York to J. Morris [Docket No. 4449, Ex. D-7].				
PD-15	October 27, 2025 Email from J. Morris to A. York [Docket No. 4449, Ex. D-8].				

Daugherty reserves the right to supplement or amend this Witness and Exhibit List any time prior to the hearing. This Witness and Exhibit List is not intended to limit Daugherty at the hearing or to imply that Daugherty may not seek introduction of evidence that is not on this list. Daugherty reserves the right to use any of the exhibits designated by any other party in this case.

Respectfully submitted this 10th day of November, 2025.

GRAY REED

By: /s/ Drake M. Rayshell

Jason S. Brookner
Texas Bar No. 24033684
Andrew K. York
Texas Bar No. 24051554
Joshua D. Smeltzer
Texas Bar No. 24113859
Drake M. Rayshell
Texas Bar No. 24118507

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Counsel to Patrick Daugherty

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing instrument was served on all Parties or counsel of record herein on this 10th day of November 2025, via the CM/ECF system and/or email.

/s/ Drake M. Rayshell

DRAKE M. RAYSELL

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement”) is made and entered into by and between (i) Highland Capital Management, L.P., as reorganized debtor (“HCMLP” or the “Debtor”), and (ii) Patrick Hagaman Daugherty (“Daugherty” and together with HCMLP, the “Parties,” and individually as a “Party”). This Settlement provides for the treatment of certain claims asserted by Daugherty against the Debtor, and for the Parties to take certain other specified actions in settlement thereof.

RECITALS

WHEREAS, on October 16, 2019 (the “Petition Date”), the Debtor filed a voluntary petition for relief under title 11 of the United States Code (the “Bankruptcy Code”);

WHEREAS, the Debtor's chapter 11 case (the "Bankruptcy") is pending in the Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court");

WHEREAS, on February 2 and 3, 2021, the Court conducted a confirmation hearing with respect to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) [Docket No. 1808] (the “Plan”);

WHEREAS, on February 8, 2021, the Court rendered an opinion from the bench in which it confirmed the Plan [Docket No. 1924];

WHEREAS, on February 22, 2021, the Court issued an order confirming the Plan [Docket No. 1943];

WHEREAS, on August 11, 2021, the Effective Date (as defined in the Plan) occurred
[Docket No. 2700];

WHEREAS, Daugherty is a former employee and limited partner of the Debtor and has

WHEREAS, at the time of his resignation, Daugherty owned 19.1% of the preferred units of Highland Employee Retention Assets LLC (“HERA”), an employee deferred compensation vehicle managed by the Debtor and Highland ERA Management, LLC (“ERA”) and contends that he owned or had the right to own all of the preferred units of HERA;

WHEREAS, prior to his resignation from HCMLP, Daugherty was awarded units of HERA, which vehicle owned interests in Restoration Capital Partners, LP ("RCP"), an HCMLP managed private equity fund, and other investments;

WHEREAS, in April 2012, the Debtor commenced an action against Daugherty in Texas state court (the “Texas Action”), and Daugherty subsequently asserted counterclaims for breach of contract and defamation, and third-party claims against HERA and others;

WHEREAS, after a three-week trial, the jury returned a verdict partially in favor of the Debtor, but Daugherty prevailed on his claims against the Debtor and James Dondero (“Dondero”) for defamation with malice and a third-party claim against HERA and was awarded damages of \$2.6 million against HERA, plus prejudgment and post-judgment interest at 5% (the “HERA Judgment”);¹

WHEREAS, in July 2017, after being unable to collect on the HERA Judgment, Daugherty commenced an action against the Debtor, Dondero, HERA, and ERA Management in the Delaware Chancery Court (the “Delaware Court”), in a case captioned *Daugherty v. Highland Capital Management, L.P., et al.*, C.A. No. 2017-0488-MTZ, for fraudulent transfer, promissory estoppel, unjust enrichment, indemnification, and fees on fees (the “Highland Delaware Case”);

¹ The Debtor prevailed on its claims against Mr. Daugherty for breach of contract and breach of fiduciary duty for non-monetary damages and obtained an award of \$2.8 million in attorney's fees. The HERA Judgment was affirmed on appeal on December 1, 2016.

WHEREAS, on October 14, 2019, the Highland Delaware Case proceeded to trial and two days later, on October 16, 2019, before the completion of the trial and before the Delaware Court ruled on Daugherty's and the Debtor's cross-motions for summary judgment regarding indemnification and fees on fees, the Debtor filed for bankruptcy;

WHEREAS, on April 1, 2020, Daugherty filed a general, unsecured, non-priority claim

against the Debtor in the amount of at “least \$37,483,876.59,” and such claim was denoted by the Debtor’s claims agent as Proof of Claim No. 67 (“Proof of Claim No. 67”);

WHEREAS, on April 6, 2020, Daugherty filed a general, unsecured, non-priority claim against the Debtor in the amount of at “least \$37,482,876.62” that superseded Proof of Claim No. 67 and that was denoted by the Debtor’s claims agent as Proof of Claim No. 77 (“Proof of Claim No. 77”);

WHEREAS, on August 31, 2020, the Debtor commenced an adversary proceeding against Daugherty by filing a complaint (the “Complaint”) in which the Debtor: (1) objected to Proof of Claim No. 77 on various grounds (the “Claim Objection”), and (2) asserted a cause of action for the subordination of part of Daugherty’s claim pursuant to section 510(b) of the Bankruptcy Code. Adv. Proc. No. 20-03107 (the “Adv. Proc.”) [Adv. Docket No. 1] (the “Adversary Proceeding”);

WHEREAS, on September 29, 2020, Daugherty filed his answer to the Complaint [Adv. Docket No. 8] (the “Answer”);

WHEREAS, on September 24, 2020, Daugherty filed his *Motion to Confirm Status of Automatic Stay, or Alternatively to Modify Automatic Stay* [Docket No. 1099] (the “Stay Motion”) pursuant to which he sought to sever the Debtor from the Highland Delaware Case and then consolidate the remaining claims in the Highland Delaware Case into the HERA Delaware Case and proceed with one case against the non-Debtor parties;²

WHEREAS, on October 23, 2020, Daugherty filed a motion seeking leave to amend his Proof of Claim No. 77 [Docket No. 1280] (the “POC Amendment Motion”). The amended proof

² On October 8, 2020, the Debtor commenced a second adversary proceeding against Daugherty (the “Second Adversary Proceeding”), seeking to enjoin him from prosecuting the Delaware Cases. Adv. Proc. 20-03128 (“2d Adv. Proc.”) [2d Adv. Proc. Docket No. 1]. On January 29, 2021, the parties filed a Settlement that resolved the Second Adversary Proceeding, and the Second Adversary Proceeding was subsequently dismissed with prejudice. [2d Adv. Proc. Docket No. 12].

of claim attached to the POC Amendment Motion increased Daugherty's general, unsecured, non-priority claim against the Debtor to the amount of at "least \$40,410,819.42" and sought to supersede Proof of Claim No. 67 and Proof of Claim No. 77;

WHEREAS, on October 23, 2020, Daugherty filed his *Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018 Motion*, seeking for his Claim to be temporarily allowed for voting purposes in this amount of \$40,410,819.42 [Docket No. 1281] (the "3018 Motion");

WHEREAS, on November 3, 2020, the Court granted the Stay Motion [Docket No. 1327];

WHEREAS, the Debtor opposed the 3018 Motion, and after conducting an evidentiary hearing for the limited purpose of determining the 3018 Motion, the Court entered an order temporarily allowing Daugherty's Claim only for voting purposes in the amount of \$9,134,019 [Docket No. 1474];

WHEREAS, on December 10, 2020, the Court entered an order [Docket No. 1533] granting the POC Amendment Motion, and Daugherty was permitted to file an amendment to his proof of claim. On December 23, 2020, Daugherty filed an amended proof of claim, designated by the Debtor's claim agent as Proof of Claim No. 205 ("Proof of Claim No. 205" or the "Daugherty Claim"). Proof of Claim No. 205 superseded Proof of Claim No. 77 and increased the amount of the Daugherty's Claim to \$40,710,819.42;

WHEREAS, on November 30, 2020, Daugherty filed his Motion to Lift the Automatic Stay (the "Lift Stay Motion") [Docket No. 1491] seeking to lift the automatic stay to allow him to finish his trial in the Delaware Court and liquidate his claims. The Debtor opposed the Lift Stay Motion, and after a hearing was held on December 17, 2020, the Court denied the relief requested in the Lift Stay Motion [Docket No. 1612];

NOW, THEREFORE, after good-faith, arms-length negotiations, and in consideration of the foregoing, it is hereby stipulated and agreed that:

2. Recovery: The Debtor makes no representation or warranty as to the recovery on Class 8 or Class 9 claims under the Plan.

³ The Claimant Trust Oversight Board refers to the Oversight Board as defined in the August 11, 2021 Highland Claimant Trust Agreement establishing the Claimant Trust, as defined therein.

apply with respect to any and all defenses that HCMLP or the HCMLP Entities may have to the Reserved Claim or the Reserve Motion (as those terms are defined herein) or Daugherty's obligations under this Settlement. For the avoidance of doubt, the HCMLP Released Claims include all claims or causes of action and facts, known or unknown, that exist as of the date hereof but do not include or apply to claims or causes of action based on facts occurring after the date hereof.

6. HCMLP Releases: Except as specifically provided in this paragraph 6, and to the maximum extent permitted by law, Daugherty, on behalf of himself and each of the Daugherty Released Parties, hereby forever, finally, fully, unconditionally, and completely releases, relieves, acquits, remises, and exonerates, and covenants never to sue, (a)(i) HCMLP; (ii) Strand Advisors Inc.; (iii) the Claimant Trust; (iv) the Claimant Trust Oversight Board; (v) the Highland Litigation Sub-Trust; (vi) the Highland Indemnity Trust; (vii) any entity of which greater than fifty percent of the voting ownership is held directly or indirectly by HCMLP as of the date hereof and any entity otherwise directly or indirectly controlled by HCMLP as of the date hereof; and (viii) any entity managed by either HCMLP or a direct or indirect subsidiary of HCMLP, including Highland Restoration Capital Partners, L.P., Highland Restoration Capital Partners Offshore, L.P., Highland Restoration Capital Master, L.P. (and all of their respective general partners, feeder funds, managers, and affiliates) (the foregoing (a)(i) through (a)(viii) the "HCMLP Entities"), and (b) with respect to each such HCMLP Entity, such HCMLP Entity's respective current (meaning employed in their respective roles as of the date hereof) advisors, trustees, directors, officers, managers, members, partners, employees, beneficiaries, shareholders (but not the shareholders of Strand Advisors Inc.), agents, participants, subsidiaries, parents, affiliates, successors, designees, and assigns, except as expressly set forth below (the "HCMLP Parties," and together with the

HCMLP Entities, the “HCMLP Released Parties”),⁴ in each case acting in such capacity, for and from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, liens, losses, costs and expenses (including, without limitation, attorney’s fees and related costs), damages, injuries, suits, actions, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, contingent or fixed, at law or in equity, statutory or otherwise, including without limitation those which were or could have been asserted in the Bankruptcy, including the Adversary Proceeding, the Texas Action, the Daugherty Claim, or the Highland Delaware Case (collectively, the “Daugherty Released Claims”); provided, however, that such release shall not apply with respect to the Reserved Claim or the Reserve Motion (as those terms are defined in paragraph 9 below) or HCMLP’s obligations under this Settlement. This release expressly applies to all current employees of HCMLP as the Reorganized Debtor (as defined in the Plan), in their capacities as such. For the avoidance of doubt, the Daugherty Released Claims includes all claims or causes of action and facts, known or unknown, that exist as of the date hereof but do not include or apply to claims or causes of action based on facts occurring after the date hereof.

7. Reservation of Daugherty Rights: Notwithstanding anything contained herein to the contrary, the term HCMLP Released Parties shall not include (a) NexPoint Advisors, L.P. (or any of its subsidiaries and employees, advisors, or agents), (b) the Charitable Donor Advised Fund, L.P. (and any of its subsidiaries, including CLO Holdco, Ltd., and any of their respective employees, advisors, or agents), (c) NexBank, SSB (or any of its subsidiaries, employees, advisors, or agents), (d) James Dondero or any trust in which Dondero or any of his family members are a trustee or beneficiary (or any trustee acting for such trust), including but not limited to Hunter

⁴ The Daugherty Additional Released Parties and the HCMLP Released Parties are collectively referred to as the “Additional Released Parties.”

Mountain Investment Trust, The Get Good Trust, Dugaboy Investment Trust, SLHC Investment Trust, (e) HERA (subject to paragraph 8 below), (f) ERA (subject to paragraph 8 below), (g) Grant Scott, (h) Mark Okada and any trust in which Mark Okada or any of his family members are a beneficiary (or any trustee acting for such trust in their respective capacities), (i) Ellington, (j) Leventon, (k) Katz, (l) Hurst, (m) Andrews Kurth, or (m) any other former employee (as of the date hereof) of the HCMLP Released Parties.

8. HERA and ERA: The Parties acknowledge and agree that as of the date hereof, HERA and ERA have no material assets other than potential claims that may exist against persons or entities not released at or prior to the date hereof, and no claims against the HCMLP Released Parties. The allowed claims provided in paragraph 1 hereof are expressly agreed to in order to satisfy any liability the Debtor may have in connection with the HERA Judgment. To facilitate recovery of such potential claims – which expressly excludes any and all claims by or in the name of HERA and ERA against any of the HCMLP Released Parties -- HCMLP will transfer its interests in HERA and ERA to Daugherty. Such transfer will include the HERA and ERA books and records (spreadsheet) maintained on HCMLP's system. Such transfer will be without representation or warranty of any type; including, for the avoidance of doubt, without any representation or warranty as to the merits of the potential claims or the efficacy of the transfer of the potential claims. Such transfer will be without any liability or material cost to HCMLP or its affiliates or the other HCMLP Released Parties, including any liability in respect of any assets that HERA or ERA ever actually or allegedly owned, possessed, or controlled and that were actually or allegedly transferred, conveyed, sold, written off or otherwise disposed of (in any such case, a "Disposition"). In connection with the transfer, HERA and ERA have expressly released the HCMLP Released Parties from any and all claims, including any claims actions or remedies related

to any Disposition, either of them may have against any HCMLP Released Party now or in the future (the “HERA and ERA Release”). Daugherty on behalf of himself and each of the Daugherty Released Parties acknowledges, accepts, and agrees not to challenge the HERA and ERA Release or support any challenge thereto. A copy of the HERA and ERA Release is annexed hereto as **Exhibit A**. Daugherty acknowledges and agrees that even though HERA and ERA are not HCMLP Released Parties under this Agreement, Daugherty and all Daugherty Released Parties shall (a) not seek to hold any HCMLP Released Party liable for any action or inaction taken by or on behalf of HERA or ERA, including through any derivative, veil-piercing or similar cause of action or remedy; and (b) not seek to recover damages or obtain any form of relief against any HCMLP Released Party on account of any action or inaction taken by or on behalf of HERA or ERA, including through any veil piercing or similar cause of action or remedy. If, for any reason, HERA or ERA, or any person or entity acting on their behalf, recovers anything from any HCMLP Released Party, Daugherty shall promptly turnover to HCMLP or its successors and assigns any amounts actually recovered by Daugherty or any Daugherty Released Party, from HERA or ERA arising from, related to, or derived from any claim that HERA or ERA or any person or entity acting on their behalf has or may have against any HCMLP Released Party. HCMLP will provide reasonable assistance to Daugherty to assist with the preparation of any required HERA K-1s for 2021, but any requirement to provide such K-1s will be the obligation, if any, of HERA.

9. IRS Compensation Claim: In section 4(ii) of the Addendum to Proof of Claim No. 205, Daugherty contends that he has a contingent, unliquidated claim against the Debtor arising out of a 2008/2009 compensation letter (the “Reserved Claim”), which claim is also related to an audit/dispute between the Debtor and the Internal Revenue Service (the “IRS”) (the dispute between the Debtor and IRS being referred to herein as the “IRS Audit Dispute”). The Debtor

disputes the validity and amount of the Reserved Claim. Daugherty shall retain the Reserved Claim solely against the Debtor and not against any other HCMLP Released Party, and the Debtor reserves the right to assert any and all defenses thereto. Any litigation by and between the Debtor and Daugherty concerning the validity and amount of the Reserved Claim shall be stayed until the IRS makes a final determination with respect to the IRS Audit Dispute; provided, however, that Daugherty may file a motion with the Bankruptcy Court to have the Reserved Claim estimated for purposes of establishing a reserve as a “Disputed Claim” under the Debtor’s Plan (the “Reserve Motion”), and the Debtor (and any successor) reserves the right to assert any and all defenses thereto. Notwithstanding the foregoing, Daugherty may address any personal claim or personal liability to the IRS as a result of the IRS Audit Dispute, including settlement of any such claims; provided, however, Daugherty agrees to forego settling or addressing any claims with the IRS without the written consent of the Debtor until March 31, 2022.

10. Current HCMLP Employees: The HCMLP Parties set forth on **Appendix A** hereto are currently employed by the Debtor are HCMLP Released Parties. By executing a copy of this Settlement and delivering it to Daugherty, each of the persons on Appendix A agrees not to sue, attempt to sue, or threaten or work with or assist any entity or person to sue, attempt to sue, or threaten any Daugherty Released Party on or in connection with any claim or cause of action arising prior to the date of this Settlement.

11. Dismissal and Motions in Other Actions. Within ten business days after approval of this Settlement by the Bankruptcy Court, the Parties shall take all steps necessary (a) to dismiss with prejudice (i) the Highland Delaware Case, as against the Debtor and any HCMLP Released Party, and (ii) the HERA Delaware Case, as against every HCMLP Released Party, (b) to file an agreed motion and proposed order to partially vacate the final judgment entered against Daugherty

in the Texas Action, (c) withdraw HCMLP's objection to the Daugherty motion to recuse in the Texas Action, and (d) to dismiss the Adversary Proceeding with prejudice. The parties shall file the foregoing motions and withdrawals substantially in the form of the documents annexed hereto as **Exhibit B**.

12. Additional Third Party Claims Discovery: The Debtor (a) shall accept service of any subpoenas via email served by Daugherty in connection with the Delaware Cases on behalf of itself, the HCMLP Entities, the HCMLP Parties (but only in their capacity as employees of HCMLP); and (b) acknowledge and consent to the jurisdiction of the Delaware Chancery Court for purposes of enforcing any such subpoenas, subject in all respects to the rights that the HCMLP Entities and HCMLP Parties to defend the requested production, if any.

13. Settlement of Third Party Claims: Daugherty shall not settle any claims or causes of action against any current or former director, officer, employee, agent or representative of HCMLP or Strand Advisors Inc. (collectively, the "Potentially Indemnified Parties") to the extent such claims have been brought or could have been brought against any Potentially Indemnified Parties, if any such settlement designates, defines or describes the settled claims as arising out of or relating to simple negligence or as having otherwise been within the scope of employment of the Potentially Indemnified Party.

14. Claims Register: As soon as practicable after the Settlement Effective Date, HCMLP shall instruct the claims agent in the Debtor's chapter 11 case to adjust the claims register in accordance with this Settlement.

15. Daugherty Representations: Daugherty represents and warrants to each of the HCMLP Released Parties that (a) he has full authority to release the Daugherty Released Claims and has not sold, transferred, or assigned any Daugherty Released Claim to any other person or

entity and that (b) no person or entity other than Daugherty has been, is, or will be authorized to bring, pursue, or enforce any Daugherty Released Claim on behalf of, for the benefit of, or in the name of (whether directly or derivatively) Daugherty.

16. HCMLP Representations: Each of HCMLP and each HCMLP Released Party who has signed this Settlement represents and warrants to Daugherty that (a) he, she or it has not sold, transferred, pledged, assigned or hypothecated any HCMLP Released Claim to any other person or entity and (b) he, she, or it has full authority to release any HCMLP Released Claims that such HCMLP Released Party personally has against Daugherty.

17. Additional HCMLP Representations: HCMLP represents and warrants that it is releasing the HCMLP Released Claims on behalf of the HCMLP Entities to the maximum extent permitted by any contractual or other legal rights HCMLP possesses. To the extent any of the HCMLP Entities dispute HCMLP's right to release the HCMLP Released Claims on behalf of any of the HCMLP Entities, HCMLP shall use commercially reasonable efforts to support Daugherty's position, if any, that such claims were released herein. For the avoidance of doubt, HCMLP will have no obligations to assist Daugherty under this paragraph if HCMLP has been advised by external counsel that such assistance could subject HCMLP to liability to any third party or if such assistance would require HCMLP to expend material amounts of time or money. HCMLP shall not argue in any forum that the non-signatory status of any of the HCMLP Entities to this Settlement shall in any way affect the enforceability of this Settlement vis-à-vis any of the HCMLP Entities. The Parties agree that all of the HCMLP Entities are intended third-party beneficiaries of this Release.

18. HCMLP Covenant: HCMLP and the HCMLP Entities covenant and agree that they will not pursue or seek to enforce any injunctions entered in the Texas Action against

Daugherty.

19. Entire Agreement; Modification: This Settlement contains the entire agreement between the Parties as to its subject matter and supersedes and replaces any and all prior agreements and undertakings between the Parties. This Settlement may not be modified other than by a signed writing executed by the Parties.

20. Bankruptcy Court Approval: Notwithstanding anything to the contrary contained herein, the effectiveness of HCMLP and the Claimant Trust's execution of this Settlement shall be subject to entry of an order of the Bankruptcy Court approving this Settlement. HCMLP shall take all steps necessary to file with the Bankruptcy Court a motion for an order approving this Settlement pursuant to Federal Rule of Bankruptcy Procedure 9019 and section 363 of the Bankruptcy Code (the "Motion"). The parties agree to cooperate in the preparation and prosecution of the Motion which shall be filed no later than 5 business day after execution of this Settlement, unless such time is extended by mutual agreement.

21. Counterparts: This Settlement may be executed in counterparts (including facsimile and electronic transmission counterparts), each of which will be deemed an original but all of which together constitute one and the same instrument and shall be effective against a Party or Additional Released Party upon approval of the Settlement by the Bankruptcy Court.

22. Governing Law; Jurisdiction: This Settlement will be exclusively governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles, and all claims relating to or arising out of this Settlement, or the breach thereof, whether sounding in contract, tort, or otherwise, will likewise be governed by the laws of the State of Delaware, excluding Delaware's conflicts of law principles. The Bankruptcy Court will retain exclusive jurisdiction over all disputes relating to this Settlement.

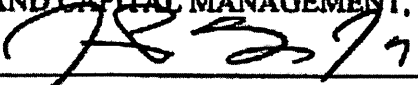
23. Headings: Paragraph headings included herein are for convenience and shall have no impact whatsoever on the meaning or interpretation of any part of this Settlement.

[Remainder of page intentionally left blank]

In witness whereof, the parties hereto, intending to be legally bound, have executed this
Settlement as of the day and year set forth below:

Dated: 11-2-21

HIGHLAND CAPITAL MANAGEMENT, L.P.

By: 

Name: James P. Seery, Jr.

Title: Chief Executive Officer

HIGHLAND CLAIMANT TRUST

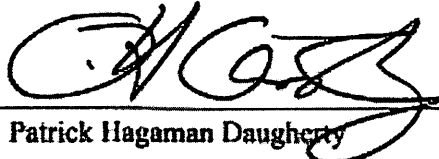
By: 

Name: James P. Seery, Jr.

Title: Claimant Trustee

Dated: 11/22/21

PATRICK HAGAMAN DAUGHERTY

By: 

Name: Patrick Hagaman Daugherty

EXHIBIT A

HERA RELEASE AGREEMENT

This HERA Release Agreement (“HERA Release Agreement”) is entered into as of November 21, 2021 by and among Highland Capital Management, L.P., as reorganized debtor (“HCMLP” or the “Debtor”), Patrick Hagaman Daugherty (“Daugherty”), Highland Employee Retention Assets, LLC (“HERA”) and Highland ERA Management, LLC (“ERA” and together with HCMLP, and HERA, the “Parties,” and individually as a “Party”).

WHEREAS, reference is hereby made to the Settlement Agreement (the “Settlement”) of even date herewith and attached hereto made and entered into by and between the Debtor, the Highland Claimant Trust, and Daugherty.

WHEREAS, the Settlement settles all of Daugherty’s claims against the HCMLP Released Parties, including all claims against the HCMLP Released Parties relating to transfers of assets from HERA.

WHEREAS, the Settlement includes, among other things, the transfer by HCMLP to Daugherty of HCMLP’s interests in HERA and ERA.

WHEREAS, under the Settlement such transfer is being made without any liability to any of the HCMLP Released Parties of any type and is conditional on the full release of, and covenant not to sue, each of the HCMLP Released Parties, by and from HERA, ERA, Daugherty and the Daugherty Released Parties.

WHEREAS, neither HERA nor ERA filed proofs of claim in the Bankruptcy and have no claims against HCMLP.

WHEREAS, out of an abundance of caution to confirm that HERA, ERA, Daugherty, and the Daugherty Released Parties have no claims against the HCMLP Released Parties, this HERA Release Agreement is being entered into contemporaneously with the Settlement and constitutes an

essential part thereof.

WHEREAS, capitalized terms used herein but not otherwise defined herein have the respective meanings set forth in the Settlement.

NOW, THEREFORE, in consideration of the entry into of the Settlement, the transfer of the equity interests in HERA and ERA to Daugherty in accordance with the Settlement, and for other good and valuable consideration, including the provisions set forth herein, the parties hereto further agree as follows:

1. Upon entry of an order of the Bankruptcy Court approving this Settlement and to the maximum extent permitted by law, Daugherty, on behalf of himself and each of the Daugherty Additional Release Parties, together with each of HERA and ERA (Daugherty, the Daugherty Additional Release Parties, HERA and ERA shall be collectively referred to herein as the "HERA Releasing Parties"), each hereby forever, finally, fully, unconditionally, and completely releases, relieves, acquits, remises, and exonerates, and covenants never to sue, any of the HCMLP Released Parties for and from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, liens, losses, costs and expenses (including, without limitation, attorney's fees and related costs), damages, injuries, suits, actions, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, contingent or fixed, at law or in equity, statutory or otherwise, including without limitation those which were or could have been asserted in the Bankruptcy, including the Adversary Proceeding, the Texas Action, the Daugherty Claim, Highland Delaware Case, or the HERA Delaware Case (collectively, "Claims"), in each case that in any way arise from or otherwise in any way relate to HERA or ERA, including, without limitation, any actual or potential claims, whether known or unknown, in any way related to or

arising out of the formation, management, operation or assets of HERA, ERA or any of their respective predecessors or successors, including the transfer of any assets to or from HERA or ERA, it being understood that all remaining assets of HERA have been transferred to HCMLP prior to the date hereof, and in addition to the releases set forth above, each of the HERA Releasing Parties irrevocably waives and releases and covenants not to sue with respect to any Claims against any of the HCMLP Released Parties in any way related to any such transfers or assets, whether *in personam* with respect to the HCMLP Released Parties or *in rem* with respect to any of their assets (collectively, the “HERA Released Claims”) or any other Disposition.

2. This Release constitutes a part of, and is supplemental to, the provisions of the Settlement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

In witness whereof, the parties hereto, intending to be legally bound, have executed this
HERA Release Agreement as of the date set forth above.

HIGHLAND CAPITAL MANAGEMENT, L.P.

By: 
Name: James P. Seery, Jr.
Title: Chief Executive Officer

PATRICK HAGAMAN DAUGHERTY

By: 
Name: Patrick Hagaman Daugherty

HIGHLAND EMPLOYEE RETENTION ASSETS, LLC

By: Highland ERA Management, LLC, its manager

By: Highland Capital Management, LP

By: 
Name: James P. Seery, Jr.
Title: Chief Executive Officer

HIGHLAND ERA MANAGEMENT, LLC

By: 
Name: James P. Seery, Jr.
Title: Authorized Signatory

EXHIBIT B

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Highland Capital Management, LP (“Highland”) and Defendant Patrick Daugherty (“Daugherty” and together with Highland, the “Parties”) file this *Agreed Motion to Partially Vacate the Final Judgment dated July 14, 2014* (the “Motion”), and respectfully show the following:

1. On July 14, 2014, this Court entered a *Final Judgment* (the “Judgment”) that, among other things, granted Highland’s motion for injunctive relief against Daugherty.
2. The Judgment was amended on March 23, and June 23, 2017.
3. On October 16, 2019, filed a petition under chapter 11 in the United States Bankruptcy Court for the District of Delaware (“Highland’s Bankruptcy Case”). On October 24,

2019, as a result of the commencement of Highland's Bankruptcy Case, the Supreme Court of Texas issued an order abating a related case that Daugherty had brought in that court, Case No. 19-0758. Highland's Bankruptcy Case was subsequently transferred to the United States Bankruptcy Court for the Northern District of Texas.

4. Daugherty asserted certain claims against Highland in Highland's Bankruptcy Case. The Parties have fully and finally resolved their disputes pursuant to a settlement agreement (the "Settlement Agreement") reached in the Highland Bankruptcy Case pursuant to which, among other things, (a) all of Daugherty's known and unknown claims against each of the Highland Released Parties (as those terms are defined in the Settlement Agreement) are resolved, and (b) this Motion seeking the *vacatur* of certain provisions of the Judgment specifically set forth below is being filed.

5. Highland and Daugherty hereby agree and stipulate that the Court has plenary power to issue an order granting this Motion because the Court retained authority to enforce the permanent injunction rendered in the Judgment, and that changed circumstances have now arisen such that the Court should dissolve the permanent injunction. Highland and Daugherty further agree and stipulate that this Motion shall be treated as an agreement of the Parties pursuant to Texas Rule of Civil Procedure 11, and is fully enforceable. *See Coale v. Scott*, 331 S.W.3d 829, 831-32 (Tex. App.—Amarillo 2011, no pet.) ("Irrespective of whether a trial court lost its plenary jurisdiction over its judgment, the trial court's authority to approve a Rule 11 agreement does not depend on whether it has such jurisdiction.").

6. Highland and Daugherty agree that the following portions of the Judgment shall be vacated pursuant to their settlement in the Highland Bankruptcy:

- a. The second full paragraph on Page 2 of the Judgment, which begins “The Court, after considering the jury’s findings regarding Daugherty’s breaches of contract and breaches of fiduciary duty . . .”;
- b. The permanent injunction rendered against Daugherty in the third full paragraph on Page 2 of the Judgment, which begins “It is therefore further ORDERED that Daugherty be and hereby is commanded to cease and desist from . . .”;
- c. The fourth and fifth full paragraphs on Page 2 of the Judgment awarding Highland a monetary judgment against Daugherty for reasonable and necessary attorney’s fees, as well as post-judgment interest on that award¹; and
- d. The jury’s answers to Questions 1, 2, 5, 6, 9 and 12 in the Verdict, which was attached as Exhibit 1 to the Judgment.

7. Highland and Daugherty further agree that, as a result of the vacation of the permanent injunction in the Judgment, Highland hereby withdraws any pending motions to show cause or motions for contempt against Daugherty that allege Daugherty violated or is violating the permanent injunction. Highland also agrees not to seek to enforce the permanent injunction in any manner in the future.

¹ Daugherty previously satisfied the monetary judgment awarded to Highland, and Highland filed a release of the monetary judgment. Although Highland and Daugherty have agreed to vacate the monetary judgment awarded to Highland, Daugherty waives and relinquishes any right or claim to recover any amount previously paid in satisfaction of the Judgment and Highland shall not be required to reimburse Daugherty for his prior satisfaction of the monetary judgment. To the extent Daugherty is entitled to indemnification for any liabilities, losses, and damages allegedly incurred by him for actions taken in connection with Highland’s business, including the liabilities Daugherty allegedly incurred in connection with this action and the Judgment, such indemnification claims have been fully and finally satisfied and resolved under the Settlement Agreement.

WHEREFORE, Highland and Daugherty pray that the Court grant this Motion in its entirety, and for all further relief, at law or in equity, the Court deems necessary.

Respectfully submitted,

GRAY REED & McGRAW LLP

By: /s/ Sonya D. Reddy
ANDREW K. YORK
State Bar No. 24051554
E-mail: dyork@grayreed.com
SONYA D. REDDY
State Bar No. 24079188
E-mail: sreddy@grayreed.com

1601 Elm Street, Suite 4600
Dallas, Texas 75201
(214) 954-4135
(214) 953-1332 (Fax)

ATTORNEYS FOR PATRICK DAUGHERTY

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been transmitted by electronic transmission to all counsel of record on February __, 2021, as follows:

Marc D. Katz
Crystal J. Woods
DLA PIPER LLP (US)
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Attorneys for Third-Party Defendants HERA,
Patrick Boyce, and William Britain

/s/ Sonya D. Reddy
SONYA D. REDDY

APPENDIX A (signatures to follow)

1. James P. Seery, Jr.
2. Cameron Baynard
3. Nathan Burns
4. Timothy Cournoyer
5. Naomi Chisum
6. Stetson Clark
7. Sean Fox
8. Matthew Gray
9. Kristin Hendrix
10. David Klos
11. Vishal Patel
12. Thomas Surgent
13. Michael Throckmorton

EXHIBIT B



Jason S. Brookner (Texas Bar No. 24033684)
Andrew K. York (Texas Bar No. 24051554)
Joshua D. Smeltzer (Texas Bar No. 24113859)
Drake M. Rayshell (Texas Bar No. 24118507)

GRAY REED

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dyork@grayreed.com

jsmeltzer@grayreed.com

drayshell@grayreed.com

Counsel to Patrick Daugherty

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

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

**DECLARATION OF PATRICK DAUGHERTY IN
SUPPORT OF PATRICK DAUGHERTY'S OBJECTION TO MOTION
FOR AN ORDER AUTHORIZING (A) THE DESTRUCTION OF CERTAIN
DOCUMENTS AN OBSOLETE EQUIPMENT AND (B) FOR RELATED RELIEF**

I, Patrick Daugherty, pursuant to 28 U.S.C § 1746, under penalty of perjury, declare as follows:

1. I am an interested party in the Main Bankruptcy Proceeding, Case No. 19-34054, and the named defendant in the Adversary Proceeding Case No. 25-03055-sgj11. I am also the Chief Asset Recovery Officer of Highland Employee Retention Assets, LLC ("HERA") and

¹ Highland's last four digits of its taxpayer identification number are (8357). The headquarters and service address for Highland is 100 Crescent Court, Suite 1850, Dallas, TX 75201.

Highland ERA Management, LLC (“ERA”), entities I received from Highland (defined below) through a settlement agreement approved by this Court in March 2022. [See Doc. Nos. 3088, 3089 (the “Settlement Agreement”)]. I am able to swear, and hereby do swear, that the facts stated in this declaration are true and correct and are within my personal knowledge. I make this declaration in support of Patrick Daugherty’s *Objection to the Motion for an Order Authorizing (A) The Destruction of Certain Documents and Obsolete Equipment and (B) For Related Relief* [Docket No. 4416] (the “Motion”) filed by Highland Capital Management, L.P.’s (“Debtor” or “Highland”), the Highland Claimant Trust (the “Claimant Trust”), and (collectively, Highland and the Claimant Trust “Movants”).

2. Pursuant to the terms of our Settlement Agreement, I requested Highland to turn over all HERA and ERA books and records, and that comprise Highland’s “interests in HERA and ERA” as promised under the Settlement Agreement. In response to those many requests, I have only received limited items and incomplete information within categories of tax information, statements and spreadsheets, financial information, invoices, and documents from Highland. I have never received any email communications from Highland that concern HERA and ERA’s affairs.

3. In my capacity as an agent for HERA, I requested and received documents from other third-parties that I suspected may have relevant information to HERA’s claims of malfeasance against James Dondero, Mark Okada, Scott Ellington, and others. In response to those requests, Abrams & Bayliss produced a number of relevant email communications and attachments that indicated HERA had actionable claims against its prior principals and agents. True and correct copies of certain emails from that production are attached hereto as Exhibit B-1.

4. Based on those emails, inter alia, HERA brought claims against its prior principals and agents as detailed in Plaintiff's First Amended Complaint in Cause No. 3:24-cv-00498-K, pending in the Northern District of Texas, filed July 15, 2024. A true and correct copy of that complaint is attached hereto as Exhibit B-2. Critically, that litigation concerns bad acts committed by HERA's former principals and agents dating back to the late 2000s.

5. I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

Executed in Dallas County, Texas on the 28th Day of October 2025.



Patrick Daugherty

EXHIBIT B-1



From: Thomas Surgent <TSurgent@hcmlp.com>
Sent: Wednesday, January 23, 2013 8:22 PM
To: Hough, Steven C.; 'Michael K. Hurst (mhurst@ghjhlaw.com)'; 'Katz, Marc (MarcKatz@andrewskurth.com)'
Cc: Abrams, Kevin; Scott Ellington; Greg Zarin
Subject: HERA Drafts
Attachments: HERA 3rd Amended Restated LLC Agreement.doc; HERA Resolution re Allocation of Legal Expenses.doc; HERA Expense Allocation Agreement.docx

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Attached for your review and comment are:

1. The amended and restated LLC agreement proposed for HERA now that the initial offer to purchase has closed
2. A draft proposed expense allocation agreement for the appropriate allocation of expenses related to the Daugherty litigation
3. A resolution of the HERA manager allocating the Daugherty litigation expenses as an offset under Section 11.1.

The allocation agreement in particular needs someone on the litigation side to fill in the appropriate facts/details.

Please let me know if you have any questions or comments. Happy to discuss tomorrow as needed.

THOMAS SURGENT | CHIEF COMPLIANCE OFFICER &
DEPUTY GENERAL COUNSEL



300 Crescent Court | Suite 700 | Dallas, Texas 75201
Office: 972.419-6205 | Fax: 972.628.4147
tsurgent@hcmlp.com | www.hcmlp.com

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**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
HIGHLAND EMPLOYEE RETENTION ASSETS LLC**

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “*Agreement*”) is entered into as of this ____ day of January, 2013 by Highland Employee Retention Assets LLC, a Delaware limited liability company (the “*Company*”), and the parties set forth on the signature pages hereof.

WHEREAS, the original Limited Liability Company Agreement of the Company was entered into on October 26, 2009 (the “*Original Agreement*”);

WHEREAS, the Original Agreement was amended and restated effective May 13, 2011 and again on February 16, 2012 and further amended on January 17, 2013 and on January 18, 2013 (as amended, the “*Restated Agreement*”);

WHEREAS, the Member(s) holding at least of majority-in-interest of the Series A Preferred Units have recommended certain amendments to the Restated Agreement;

WHEREAS, in order to incorporate such amendments and restate the Restated Agreement, the parties hereto hereby approve the further amendment and restatement of the Restated Agreement on the terms set forth herein;

NOW THEREFORE, the Restated Agreement of the Company, as amended, is hereby further amended and restated in its entirety as follows:

ARTICLE I

NAME AND PLACE OF BUSINESS

The name of the Company is Highland Employee Retention Assets LLC. Its registered office in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801, in the County of New Castle. The name of its registered agent at such address is The Corporation Trust Company. Its principal place of business is 300 Crescent Court, Suite 700, Dallas, Texas 75201 or such other place or places as the Manager may hereafter determine.

ARTICLE II

BUSINESS, PURPOSE, AND TERM OF COMPANY

Section 2.1 Purposes. The purpose of the Company shall be to do all such things for which limited liability companies may be formed under the Act.

Section 2.2 Term of Company. The term of the Company shall continue on a perpetual basis unless dissolved pursuant to ARTICLE VI of this Agreement.

Section 2.3 Powers of the Company. In addition to the purpose set forth in Section 2.1 above, the Company shall have the power:

(a) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Act in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(b) to acquire, by purchase, mortgage, lease, contribution of property or otherwise, and to own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer or dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(c) to enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any affiliate of the Company or the Manager or any person or other entity that directly or indirectly controls, is controlled by, or is under common control with any Member of the Company, or any agent of the Company necessary to, in connection with, convenient to, or incidental to, the accomplishment of the purpose of the Company;

(d) to lend or borrow money and to invest its funds, in each case as necessary to, convenient to, or incidental to, the accomplishment of the purpose of the Company;

(e) to sue and be sued;

(f) to appoint employees and fix their compensation; and

(g) to indemnify any current or former officer, director, employee, agent, Member or Manager of the Company.

ARTICLE III

MEMBERSHIP UNITS; CAPITAL CONTRIBUTIONS

Section 3.1 Membership Units. The capital interests in the Company shall consist of (a) Common Units and (b) Series A Preferred Units, each having the respective rights set forth on Exhibit A, attached.

Section 3.2 Capital Contribution by Members. Capital Contributions shall be made, in cash or in kind, from time to time as the Manager shall determine.

Section 3.3 Capital Accounts. (a) The Company shall establish and maintain a separate Capital Account for each Member in accordance with Section 704 of the Code and the Treasury Regulations promulgated thereunder, including Treasury Regulations §1.704-a(b) (each such Capital Account, a “*Capital Account*”). The Capital Account maintained for each member shall be equal to:

(i) the capital contributions made by such member to the Company, if any; *increased by*

(ii) the aggregate amount of Net Income and other items of income and gain allocated to such Member pursuant to this ARTICLE III; *decreased by*

(iii) the aggregate amount of distributions made by the Company to such Member; *decreased by*

(iv) the aggregate amount of Net Loss and other items of deduction, expenditure and loss allocated to such member pursuant to this ARTICLE III.

(b) The maintenance of Capital Accounts pursuant to this ARTICLE III is intended to comply with the requirements of Section 704 of the Code and the Treasury Regulations promulgated thereunder, and the provisions of this Agreement regarding the maintenance of Capital Accounts shall be interpreted and applied consistently therewith. If, in the opinion of the Manager, the manner in which the Capital Accounts are to be maintained pursuant to this ARTICLE III should be modified in order to comply with the requirements of Section 704 of the Code and the Treasury Regulations promulgated thereunder, then, notwithstanding anything to the contrary contained in this ARTICLE III, the Manager may change the manner in which the Capital Accounts are maintained, and the Manager shall have the right, upon delivery of written notice to each other Member and without obtaining the consent of any member, to amend this Agreement to reflect any such change in the manner in which the Capital Accounts are maintained.

Section 3.4 Allocation of Net Income and Net Loss. (a) Except as otherwise provided in Section 11.1 hereof, Net Income and Loss shall be allocated pro rata in accordance with each Series A Preferred Unit holders Capital Account balance.

(b) The Members agree to be bound by the provisions of this ARTICLE III in reporting their shares of Company Net Income and Loss for tax purposes.

(c) The cost of performance of any special service attributable to any member shall be allocated and charged to and borne by such Member. Any Member allocated and charged a particular cost or expense shall be entitled to such deductions or credits as a re-attributable to such cost or expense in computing such Member's taxable income or tax liability to the exclusion of any other Member.

ARTICLE IV

DISTRIBUTIONS

No other distributions of any cash or assets of the Company shall be made, except as (a) as determined by the Manager in its sole discretion or (b) as required in connection with the dissolution of the Company.

ARTICLE V

MANAGEMENT OF THE COMPANY

Section 5.1 General. The Company shall be managed by [HERA Management, LLC] (the “**Manager**”).

The Manager shall have the sole right, power and authority to manage, direct and control all of the business and affairs of the Company, to transact business on behalf of the Company, to sign for the Company or on behalf of the Company or otherwise to bind the Company. The Manager shall serve until the Manager’s resignation or removal by the affirmative vote of the Members holding at least a majority-in-interest of the Series A Preferred Units. In the event of the resignation or removal of the Manager, a successor Manager shall be appointed by Members holding at least a majority-in-interest of the Series A Preferred Units.

Section 5.2 Powers of the Manager. The Manager shall have the exclusive and complete authority, acting without the consent or approval of, or notice to, the Member and in the Manager’s sole and absolute discretion, at the Company’s expense, to operate the Company and its business and to make all determinations or elections or to consent to any matter otherwise described in or desirable, convenient or incidental to this Agreement, including, without limitation, the power of the Company set forth in section 2.3 hereof.

Section 5.3 Reliance by Third Parties. Any person or entity dealing with the Company may rely on a certificate signed by the Manager as to:

- (a) the identity of the Manager;
- (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Manager or are in any matter germane to the affairs of the Company;
- (c) the persons who or entities which are authorized to execute and deliver any instrument or document of or on behalf of the Company; or
- (d) any act or failure to act by the Company or as to any other matter whatsoever involving the Company.

Section 5.4 Tax Reporting. The Manager shall endeavor to cause to be prepared after the end of each taxable year of the Company and filed, on or before their respective due dates (as the same may be extended), all federal and state income tax returns of the Company for such taxable year and shall take all action as may be necessary to permit the Company’s regular accountants to prepare and timely file such returns. Form, 1065 (Schedule K-1) shall be sent to the Member and each holder of Series A Preferred Units after the end of each taxable year reflecting such member’s or holders pro rata share of income, loss, credit and deductions for such taxable year.

Section 5.5 Tax Election. Any elections required or permitted to be made by the Company under the Code shall be made by the Manager in such manner as the Manager shall

DISSOLUTION

(a) the determination by the Manager to dissolve the Company; or

(b) the entry of a decree of judicial dissolution pursuant to Section 18.802 of the Act.

GOVERNING LAW AND JURISDICTION

ARTICLE VIII

Section 8.1 Indemnification and Liability. (a) To the maximum extent permitted by applicable law, no member of the Board of the Company (as constituted on January 18, 2013), no current or future officer of the Company nor the Initial Member (each an “*Indemnitee*”) shall be liable to the Company or any other third party (i) for mistakes of judgment, (ii) for any act or omission suffered or taken by it, (iii) for breach of fiduciary duty owed to the Company and/or its members or (iv) for losses due to any such mistake, action or inaction, or breach of fiduciary duty.

5

ARTICLE XI

DISPUTE RESOLUTION; CONFIDENTIALITY

Section 11.1 Dispute Resolution. In the event any Member or holder of units of the Company, including, without limitation, Series A Preferred Units (any such member or holder, a “**Disputing Party**”), is party to or commences litigation, or otherwise is party to or initiates any dispute or makes any claim, or takes any action that results in, has resulted in or could be expected to result in any third party making a claim, in each case involving or related to the Company, the Manager, the Initial member, or any of their respective members, officers, directors, agents, representatives, partners, employees, advised funds or accounts, equity holders (collectively, “**Relevant Parties**”) or the management or operation of any such entities or any of the assets held thereby (each, a “**Dispute**”), or that in any way does or could adversely impact any of the assets held by the Company, then in sole discretion of the Manager, all pending and future distributions to the Disputing Party shall be immediately suspended until the Manager determines the total of the full losses, costs and expenses (including costs and expenses of legal counsel) of the Relevant Parties, plus any diminution in value of any Relevant Party’s assets (including, without limitation, good will) incurred in connection with each Dispute or a Member’s disclosure of matters and information regarding any Relevant Party or its assets (except as required by law or directed and authorized in writing by the applicable Relevant Party) in each case as determined by the Manager in its sole discretion (such aggregate losses, costs and expenses, the “**Damages**”). Once the Manager determines the Damages, it may in its sole discretion offset 100% of such Damages against any and all amounts that would otherwise be payable or distributable by the Company to the Disputing Party. Any amount deducted from a Disputing Party’s distribution pursuant to the preceding sentence shall be reallocated pro rata to the holder(s) of the Common Units.

Section 11.2 Confidentiality. All matters and information regarding the Company and the assets held thereby are strictly confidential (all such information, “**Confidential Information**”). No holder of units of the Company, including, without limitation, the Series A Preferred Units, shall be permitted to disclose or to use for any purpose any Confidential Information, except as (i) required by law or (ii) as directed and authorized in writing by the Company. In the event any unit holder violates the provisions of this Section 11.2 as determined by the Manager, then the dispute resolution provisions of Section 11.1 hereof shall be deemed to apply as if the violating holder was a “Disputing Party” thereunder pending the Company’s resolution of such violation, including, without limitation, the netting provisions under Section 11.1 with respect to the costs, expenses and diminution resulting from such violation.

ARTICLE XII

DEFINITIONS

As used herein, the following terms shall have the indicated definitions.

“**Act**” means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as may be amended from time to time.

“**Agreement**” means this Limited Liability Company Agreement, as may be amended from time to time.

“**Capital Contribution**” means the contribution by the Member to capital of the Company.

“**Certificate of Formation**” means the Certificate of Formation of the Company as filed with the Delaware Secretary of State on June 23, 2009, as the same may be amended from time to time.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Company**” means Highland Employee Retention Assets LLC, a Delaware limited liability company.

“**Initial Member**” means Highland Capital Management, L.P., a Delaware limited partnership, the holder of the Common Units of the Company.

“**Members**” means the Initial Member and each holder of vested Series A Preferred Units.

“**Net Income**” or “**Net Loss**” means, for any fiscal year of the Company, the taxable income or loss of the Company for such year, as well as any other taxable income or loss (as computed for federal income tax purposes), with the following adjustments: (i) expenditures of the Company that are neither deductible for federal income tax purposes nor allowable as additions to the basis of Company property (or that are so treated pursuant to Section 1.704-1(b)(2)(iv) of the Treasury Regulations) shall be subtracted from such taxable income or loss; and (ii) there shall not be taken into account any items specially allocated pursuant to Section 3.5.

“**Treasury Regulations**” means the Treasury Regulations promulgated under the Code.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Agreement the day and year first above written.

MANAGER:

[_____]

INITIAL MEMBER:

HIGHLAND CAPITAL MANAGEMENT, L.P.

By: Strand Advisors, Inc., its General Partner

By:_____

Name:_____

Title:_____

COMPANY:

HIGHLAND EMPLOYEE RETENTION ASSETS
LLC

By: [HERA MANAGEMENT, LLC], its Manager

By:_____

Name:_____

Title:_____

EXPENSE ALLOCATION AGREEMENT

This EXPENSE ALLOCATION AGREEMENT is made this ____ day of January, 2013, by and between Highland Capital Management, L.P. ("**HCMLP**"), and Highland Employee Retention Assets LLC ("**HERA**").

RECITALS

- A. WHEREAS, HCMLP and HERA are parties to [LIST Daugherty litigation] (the "***Daugherty Litigation***") in connection with which Patrick Daugherty has made a number a claims against HCMLP and HERA, among others (the "***Daugherty Claims***");
- B. WHEREAS, the Parties acknowledge that the Daugherty Claims are largely claims with respect to compensation Daugherty alleges he is owed;
- C. WHEREAS, [90%] of all Daugherty's Claims for compensation relate to HERA, while only [10%] relate to HCMLP, in each case prior to appropriate offsets and deductions for damages incurred by such parties as a result of the Daugherty Claims;
- D. WHEREAS, a substantial majority of all motions to date related to [HERA] [DESCRIBE IN MORE DETAIL];
- E. WHEREAS, Messrs. Boyce and Britain are parties to the Daugherty Litigation solely in their capacities as Directors of HERA and not as employees, officers, or representatives of HCMLP;
- F. WHEREAS, notwithstanding the recitals above, to date HCMLP has borne a disproportionate share of the costs and expenses related to the Daugherty Litigation, and therefore the parties hereto believe that all past, current and future costs and expenses related to the Daugherty Litigation should be allocated in a manner that more appropriately reflects the relevant party with respect to such costs and expenses; and
- G. WHEREAS, HCMLP and HERA believe that the below expense allocation agreement is fair, equitable and reasonable.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. HCMLP represents that it has incurred at least \$[_____] of direct legal expenses to date in respect of the Daugherty Litigation and is likely to continue to incur substantial damages, costs and expenses related to the Daugherty Litigation going forward.

2. HERA represents that it has incurred at least \$[] of direct legal expenses to date in respect of the Daugherty Litigation and is likely to continue to incur substantial damages, costs and expenses related to the Daugherty Litigation going forward.

3. In light of the recitals set forth above, the parties agree to reallocate all past and present costs and expenses related to the Daugherty Litigation such that the aggregate such costs and expenses be borne [10%] by HCMLP and [90%] by HERA. In light of the foregoing reallocation, HERA shall immediately pay to HCMLP the amount of \$_____ to property effect such pro rata allocation.

4. The parties agree to allocate all future costs and expenses in a manner consistent with the foregoing allocation.

5. The parties acknowledge and agree that the reallocation and allocations provided for above herein are fair, equitable and reasonable.

6. This Agreement shall be governed by the laws of the State of Texas, without regard to the conflict of laws principles thereof.

7. This Agreement may be executed in one or more counterparts.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

HIGHLAND CAPITAL MANAGEMENT, L.P.
By: Stand Advisors, Inc., its general partner

By: _____
Name: _____
Title: _____

HIGHLAND EMPLOYEE RETENTION ASSETS
LLC

By: _____
Name: _____
Title: _____

**WRITTEN CONSENT
OF MANAGER
OF
HIGHLAND EMPLOYEE RETENTION ASSETS LLC**

Effective as of January __, 2013

THE UNDERSIGNED being the sole Manager (the “**Manager**”) of Highland Employee Retention Assets LLC, a Delaware limited liability company (the “**Company**”), acting pursuant to the Delaware Limited Liability Company Act and the Third Amended and Restated Limited Liability Company Agreement of the Company dated January __, 2013, as amended (the “**Company Agreement**”), does hereby adopt the following resolutions by written consent:

WHEREAS, to date the Company has incurred at least \$[300,000] of direct legal expenses in connection with claims made by Patrick Daugherty (“**Daugherty**”) against the Company (the “**Initial Daugherty Expenses**”);

WHEREAS, pursuant to that certain Expense Allocation Agreement of even date herewith, the Company is responsible for bearing at least an additional \$[_____] of costs and expenses in connection with claims made by Daugherty that involve the Company and members of its former Board of Directors (the “**Allocated Expenses**”);

WHEREAS, the Company is likely to bear significant additional costs and expenses in connection with Daugherty’s outstanding claims against or that relate to the Company (the “**Future Expenses**”);

NOW, THEREFORE, BE IT

RESOLVED, in accordance with Section 11.1 of the Company Agreement, as amended, the Manager hereby allocates the full amount of the Initial Daugherty Expenses and the Allocated Expenses, together with any and all Future Expenses, as a 100% offset against any and all amounts that would otherwise be payable or distributable under the Agreement in respect of the Series A Preferred Units held by Daugherty, or otherwise.

FURTHER RESOLVED, that the Manager be, and hereby is, authorized, empowered and directed for, in the Company’s name and behalf, to do and perform all acts and deeds, to execute and deliver all documents, instruments and other agreements, to waive any and all conditions and do all things necessary or helpful to carry out and comply with the terms and provisions of the foregoing resolutions; and that all acts and deeds of the Manager and agents on behalf of the Company prior to the date hereof shall be, and they hereby are, in all respects, ratified, approved, confirmed and adopted as the Company’s acts and deeds.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned Manager of the Company has executed this Consent to be effective as of the date first set forth above.

MANAGER:

HERA MANAGEMENT, LLC

By: _____

Name: _____

Title: _____

From: Tyler, Annette
Sent: Monday, February 4, 2013 9:31 PM
To: 'Thomas Surgent'
Cc: Ted Dameris
Subject: HERA
Attachments: 2-4-13 HERA letter and invoices.pdf

Please see attached.

Annette B. Tyler
Assistant to Kevin G. Abrams
Abrams & Bayliss LLP
(302) 778-1012

KEVIN G. ABRAMS

ABRAMS & BAYLISS LLP
20 MONTCHANIN ROAD, SUITE 200
WILMINGTON, DE 19807
MAIN: 302-778-1000
FAX: 302-778-1001

DIRECT DIAL NUMBER
302-778-1002
ABRAMS@ABRAMSBAYLISS.COM

February 4, 2013

Highland Employee Retention Assets, LLC
c/o Thomas J. Surgent, Esq.
Highland Capital Management, L.P.
300 Crescent Court - Suite 700
Dallas, Texas 75201

Re: HERA—Daugherty Litigation

Dear Tom:

This letter constitutes a reminder regarding our unpaid invoices for services rendered to Highland Employee Retention Assets, LLC in connection with the Daugherty Litigation and related matters.

I have enclosed copies of Invoice No. 11050 dated January 9, 2013 in the amount of \$8,167.98 and Invoice No. 11092 dated January 11, 2013 in the amount of \$100,000.00. Per your request, the foregoing invoices were submitted to a “legal-invoices” email address at Highland on January 9 and January 11; however, payment has not been received. If you find our enclosed bills to be in order, we would appreciate anything you can do to ensure that we receive prompt payment.

As always, we appreciate the opportunity to represent Highland Capital Management and we hope that you will not hesitate to give us a call in the event we can provide any additional assistance.

Sincerely yours,

/s/ Kevin G. Abrams

Kevin G. Abrams

KGA/abt
Enclosures
cc: Ted Dameris (by email with enclosures)

20 MONTCHANIN ROAD
SUITE 200
WILMINGTON, DE 19807
302-778-1000

TAX ID No. 56-2528254

HIGHLAND EMPLOYEE RETENTION ASSETS
c/o Highland Capital Mgmt, L.P.
300 Crescent Court - Suite 700
Dallas, TX 75201

Invoice Date: January 11, 2013
Invoice No. 11092
Account No. 729.00
Page: 1

Attn: Thomas Surgent, Esq.

Re: Daugherty Litigation

Activities

Hours

01/11/2013	KGA	RETAINER REQUEST	100,000.00
		For Current Services Rendered	100,000.00
		Total Current Work	100,000.00
		TOTAL AMOUNT DUE:	<u>\$100,000.00</u>

WIRING INSTRUCTIONS:

ABRAMS & BAYLISS LLP OPERATING ACCOUNT
Account No. 2910 3917

M&T Bank
ABA No. 031100092

Invoice Date: January 9, 2013
 Invoice No. 11050
 Account No. 729.00
 Page 1

			Hours	
12/06/2012	KGA	Messages with board members	0.10	79.50
	SCH	Emails re disqualification and settlement	0.20	89.00
12/07/2012	SCH	Emails re settlement	0.10	44.50
	KGA	Messages with clients re settlement negotiations	0.10	79.50
12/09/2012	SCH	Emails re board meetings and settlement	0.20	89.00
12/10/2012	SCH	Emails re settlement proposals; review order re motions to disqualify	0.20	89.00
	KGA	Messages with directors re settlement issues	0.10	79.50
12/12/2012	SCH	Email re settlement proposals	0.10	44.50
	KGA	Review settlement term sheet	0.10	79.50
12/22/2012	SCH	Emails re HERA LLC agreement	0.20	89.00
	KGA	Review client questions re board voting procedures and Dondero buyout offer; review HERA operating agreement; prepare talking points re responses to client questions	1.00	795.00
12/23/2012	SCH	Review LLC agreement; conference call with HERA directors re LLC agreement; draft memo re LLC agreement and Dondero proposal	1.70	756.50
	KGA	Review and analyze client questions re board procedures and Dondero buyout offer; review HERA operating agreement; prepare advice to directors re board procedures and Dondero offer; teleconference with directors	1.50	1,192.50
12/24/2012	KGA	Review LLC operating agreement and analyze client questions re Dondero buyout offer; revise advice memo to clients re board reconstitution and Dondero buyout	0.70	556.50
	SCH	Analyze indemnification issues and LLC agreement; draft memo re LLC agreement amendments	2.10	934.50
12/25/2012	SCH	Emails re HERA LLC agreement and Dondero buyout	0.10	44.50

Re: Daugherty Litigation

Invoice Date: January 9, 2013
 Invoice No. 11050
 Account No. 729.00
 Page: 2

			Hours	
12/26/2012	KGA	Analyze client questions re Dondero taking board control; review LLC agreement; revise advice messages to client; follow up messages with Dameris re Dondero buyout proposal	0.60	477.00
	SCH	Analyze potential amendments to HERA LLC agreement; emails re HERA LLC agreement; legal research re indemnification and amendments to LLC agreements; draft message to Dameris re electing and replacing directors, amendment to LLC agreements and indemnification; draft messages to Dameris re HERA LLC agreement amendments	2.70	1,201.50
12/29/2012	SCH	Legal research re indemnification; draft message to Dameris re HERA LLC agreement and Dondero buyout proposal	2.10	934.50
12/30/2012	KGA	Revise advice memo to Dameris re director indemnification issues	0.20	159.00
	SCH	Draft memo re HERA LLC agreement amendments; emails re HERA LLC agreement amendments	0.60	267.00
		For Current Services Rendered	14.70	8,081.50

Expenses

Photocopying	7.50
Total Expenses	7.50

Advances

Online Legal Research	78.98
Total Advances	78.98

Total Current Work	8,167.98

TOTAL AMOUNT DUE: **\$8,167.98**

WIRING INSTRUCTIONS:

ABRAMS & BAYLISS LLP OPERATING ACCOUNT
 Account No. 2910 3917

M&T Bank
 ABA No. 031100092

EXHIBIT
PD-4

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

HIGHLAND EMPLOYEE
RETENTION ASSETS LLC

Plaintiff,

v.

JAMES DONDERO, MARK OKADA,
MARK KATZ, MICHAEL HURST,
SHONN BROWN, SCOTT
ELLINGTON, ISAAC LEVENTON,
ERIC GIRARD, JOHN HONIS, TED
DAMERIS, RAYMOND JOSEPH
DOUGHERTY, AMIT WALIA,
PATRICK BOYCE, LANE BRITAIN,
FRANK WATERHOUSE, BRIAN
COLLINS, HUNTON ANDREWS
KURTH LLP, ABRAMS & BAYLISS
LLP, DLA PIPER LLP, NANCY
DONDERO, AS TRUSTEE OF
DUGABOY INVESTMENT TRUST;
GRANT JAMES SCOTT III, AS
TRUSTEE OF GET GOOD TRUST;
JOHN HONIS, AS TRUSTEE OF
HUNTER MOUNTAIN
INVESTMENT TRUST; LAWRENCE
TONOMURA AS TRUSTEE OF
MARK & PAMELA OKADA FAMILY
TRUST – EXEMPT TRUST #1;
LAWRENCE TONOMURA AS
TRUSTEE OF MARK & PAMELA
OKADA FAMILY TRUST – EXEMPT
TRUST #2,

Defendants.

Civil Action No.

PLAINTIFF’S FIRST AMENDED ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES, Plaintiff Highland Employee Retention Assets LLC (“Plaintiff” or “Highland Employee Vessel”) complaining of James Dondero (“Dondero”), Mark Okada (“Okada”), Marc Katz/HAK/DLAP (“Katz/HAK/DLAP”), Michael Hurst (“Hurst”), Shonn

Brown (“Brown”), Scott Ellington (“Ellington”), Isaac Leventon (“Leventon”), Eric Girard (“Girard”), John Honis (“Honis”), Ted Dameris (“Dameris”), Raymond Joseph Dougherty (“Dougherty”), Patrick Boyce (“Boyce”), Lane Britain (“Britain”), Frank Waterhouse (“Waterhouse”), Brian Collins (“Collins”), Hunton Andrews Kurth LLP (“Hunton Andrews Kurth”), Abrams & Bayliss LLP, (“Abrams & Bayliss”) DLA Piper, LLP (“DLA Piper”) Nancy Dondero, As Trustee Of Dugaboy Investment Trust “Dugaboy Trust”); Grant James Scott III, As Trustee Of Get Good Trust (“Get Good Trust”); John Honis, As Trustee Of Hunter Mountain Investment Trust (“Hunter Mountain Trust”); Lawrence Tonomura As Trustee Of Mark & Pamela Okada Family Trust – Exempt Trust #1 (“Okada Exempt Trust #1”); Lawrence Tonomura as Trustee Of Mark & Pamela Okada Family Trust – Exempt Trust #2 (“Okada Exempt Trust #2”) referred to collectively as Defendants, and for cause of action would respectfully show the Court as follows:

I. **PARTIES**

1. Plaintiff Highland Employee Retention Assets, LLC (“Plaintiff” or “Highland Employee Vessel”) is a Delaware limited liability company with its principal place of business in Dallas, Texas.

2. Defendant Dondero is an individual who resides in Dallas County Texas and has made an appearance through counsel.

3. Defendant Okada is an individual who resides in Dallas County Texas and has made an appearance through counsel.

4. Defendant Katz is an individual who resides in Dallas County Texas and has made an appearance through counsel. [we need to break DLAP out separately].

5. Defendant Hurst is an individual who resides in Dallas County Texas and has made an appearance through counsel.

6. Defendant Brown is an individual who resides in Dallas County Texas and has

made an appearance through counsel.

7. Defendant Ellington is an individual who resides in Dallas County Texas and has made an appearance through counsel.

8. Defendant Leventon is an individual who resides in Dallas County Texas and has made an appearance through counsel.

9. Defendant Girard is an individual who resides in Tarrant County Texas and has made an appearance through counsel.

10. Defendant Honis is an individual who resides in Florida and has made an appearance through counsel.

11. Defendant Dameris is an individual who resides in Dallas County Texas and has made an appearance through counsel.

12. Defendant Dougherty is an individual who resides in Ada, Oklahoma and has made an appearance through counsel.

13. Defendant Boyce is an who resides in Montgomery County Texas and may be served with process where he resides at 9651 Crestwater Circle, Montgomery, Texas, 77354.

14. Defendant Britain is an individual who resides in Dallas County Texas and has made an appearance through counsel.

15. Defendant Waterhouse is an individual who resides in Collin County Texas and has made an appearance through counsel.

16. Defendant Collins is an individual who resides in Dallas County Texas and has made an appearance through counsel.

17. Defendant Hunton Andrews Kurth LLP has made an appearance through counsel.

18. Defendant Abrams & Bayliss LLP is a partnership established under the laws of Delaware and has made an appearance through counsel.

19. Defendant DLA Piper LLP is a partnership established under the laws of

Maryland and has made an appearance through counsel.

20. Defendant Honis is named in his capacity as Trustee of Hunter Mountain Investment Trust (“Hunter Mountain”) is a statutory trust established under the laws of the state of Delaware and has made an appearance through counsel.

21. Defendant Nancy Dondero as Trustee of Dugaboy Investment Trust (“Dugaboy Trust”) is a statutory trust established under the laws of the state of Delaware and has made an appearance through counsel.

22. Defendant Lawrence Tonomura as Trustee of Mark & Pamela Okada Family Trust – Exempt Trust #1 (“Okada Trust #1”) that was created under the laws of the state of Texas. Okada controls Okada Trust #1 and has made an appearance through counsel.

23. Defendant Lawrence Tonomura as Trustee of Mark & Pamela Okada Family Trust – Exempt Trust #2 (“Okada Trust #2”) that was created under the laws of the state of Texas and has made an appearance through counsel.

24. Defendant Grant James Scott III as Trustee of the Get Good Trust that was created under the laws of the state of Texas and has made an appearance through counsel.

II. **JURISDICTION**

25. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1331 because it involves a federal question.

III. **VENUE**

26. Venue for this action is predicated upon 28 U.S.C. §1391(a)(2) and 28 U.S.C. §1391(b)(1) and (2).

IV. **FACTUAL BACKGROUND**

A. The Tortured History of Dondero, Okada, Ellington, and The Defendant Minions

27. Dondero and Okada co-founded Highland Capital Management, LP (“Highland

Capital”) in 1993 and, with the Defendant Trusts, were its primary owners until it emerged from bankruptcy in August 2021. Highland Capital is an investment advisor registered with the SEC under the Investment Company Act of 1940 that managed billions of dollars of assets through its structure of approximately 2,000 separate business entities. Plaintiff was one of those entities.

28. Dondero was President and Chief Executive Officer of Highland Capital was a “Key Man” manager of Plaintiffs most valuable investment, Restoration Capital Partners, LP. until his removal in 2020.

29. Okada was Chief Investment Officer and Executive Vice President until Highland Capital filed for bankruptcy in October 2019. He also was defined as a “Key Man” manager of Plaintiffs most valuable investment, Restoration Capital Partners, LP. He managed the investor relations department of Highland Capital where he orchestrated his stated strategy to manipulate “perception over reality.”

30. Ellington served in various roles as a partner and Highland Capital’s Chief Legal Officer and General Counsel from 2010 until he was fired for cause in January 2021 for acting in a manner adverse to Highland Capital’s interest.

31. Leventon served as Assistant General Counsel at Highland from 2009 until he was fired for cause in January 2021 for acting in a manner adverse to Highland Capital’s interest.

32. Thomas Surgent (“Surgent”) served as Chief Compliance Officer and Deputy General Counsel of Highland Capital from 2011 through the Highland Capital bankruptcy and has served as Highland Capital’s General Counsel since it emerged from bankruptcy in August 2021.

33. Girard served as internal counsel at Highland Capital from 2011 until he was terminated in 2017.

34. Hurst was a partner at his former firm, Gruber Hurst Johansen Hail Shank LLP, and is currently a partner at Lynn Pinker Gruber & Schwegmann where he served as outside

counsel to Plaintiff until he was fired by Highland Capital's new management team in 2020 for insubordination and unprofessional misconduct.

35. Brown was a partner at her former firms, Gruber Hurst Johansen Hail Shank LLP, and Lynn Pinker Gruber & Schwegmann where she served as outside counsel to Plaintiff.

36. Katz was a partner at his former firm, Hunton Andrews Kurth, and is now at DLA Piper¹, where he served as outside counsel to Plaintiff and Highland Capital.

37. Jeff Abrams ("Abrams"), Matt Miller ("Miller") and Stephen Hough ("Hough") were attorneys at Abrams & Bayliss and served as outside counsel to Plaintiff.

38. Dameris was a board member of Plaintiff and served as a Managing Director at Highland Capital.

39. Boyce was a board member of Plaintiff and was a Partner at Highland Capital. He also served as Head of Private Equity for Plaintiff's limited partnership interests including Plaintiff's most valuable investment, Restoration Capital Partners, LP. from late 2011 until his termination from Highland Capital in 2014.

40. Britain was a board member of Plaintiff and was a Partner at Highland Capital.

41. Honis was a board member of Plaintiff, Partner of Highland Capital, and trustee to Hunter Mountain. He also was a "Key Man" manager of Plaintiff's most valuable investment, Restoration Capital Partners, LP.

42. Walia was a board member of Plaintiff and was a Partner at Highland Capital.

43. Dougherty was a board member of Plaintiff and was a Partner at Highland Capital.

44. Trey Parker ("Parker") was Co-Chief Investment Officer with Okada at Highland Capital and Head of Private Equity after Boyce for Plaintiff's limited partnership investments

¹ Throughout this petition Plaintiff will refer to Katz, Hunton Andrews Kurth and DLA Piper collectively as ("Katz/HAK/DLAP, except where DLAP is identified separately")

including Plaintiff's most valuable investment, Restoration Capital Partners, LP. He was also named Partner at Highland Capital in 2015.

45. Waterhouse was the Chief Financial Officer at Highland Capital until he was terminated in 2021.

46. Collins was the Head of Human Resources at Highland Capital until he was terminated in 2021 and was the primary agent to implement and execute actions on behalf of the board for Plaintiff as well as lead its investor communications, document custody, governance solicitation and Highland Capital's buyout offer solicitation.

47. David Klos ("Klos") was a senior accountant at Highland Capital that was responsible for the management of Plaintiff's accounting records. He has been the Chief Financial Officer at Highland Capital since its emergence from bankruptcy in August 2021.

48. Rick Swadley ("Swadley") was a senior tax director at Highland Capital that was responsible for the management of Plaintiff's tax records until he was terminated in 2021.

49. Dugaboy, Get Good, the Okada Trusts and Hunter Mountain are trusts established by Dondero and Okada for the benefit of themselves and their family members.

50. Dondero and Okada, with Boyce, Parker, Ellington, Leventon, Girard, Surgent, Hurst, Katz/HAK/DLAP, Waterhouse, Klos and Swadley at their side, controlled Highland Capital and its byzantine web of funds and other entities under its management with unilateral and unfettered discretion for years. They ensured that Highland Capital and its affiliates routinely failed to observe corporate formalities with respect to their personnel, corporate governance, internal systems, legal affairs, and considerable assets.

51. In September 2008, Highland Capital took a dramatic turn for the worse because of Dondero and Okada's mismanagement and self-dealing during the financial crisis. Highland Capital defaulted on its credit facility, prompting its lenders to demand a forensic accounting review of missing cash and assets. The audit revealed that Dondero and Okada had siphoned tens

of millions of dollars out of Highland Capital's accounts, while leaving creditors and employees with insufficient resources to collect what was owed to them. A multitude of lawsuits were filed over a ten-year period against Dondero and his trusts, Okada and his trust, Ellington, Leventon, and their affiliates as they became embroiled in litigation on allegations of fraud, breach of fiduciary duty, breach of good faith and fair dealing, willful misconduct, fraudulent transfers, money laundering, and wire fraud that resulted in verdicts of over one billion dollars in damages against them or their affiliates.

52. The lenders initially demanded that the cash be returned immediately to which Dondero threatened, "Highland will fail before I fail!" Following months of difficult negotiations, the lenders agreed to an extension of the credit facility in exchange for strict repayment terms and a security interest in over \$125 million of Highland Capital's remaining assets. In addition, the lenders agreed to allow for the creation of a vessel to set aside assets for the purpose of retaining and incentivizing employees – this entity is Plaintiff. Importantly, the assets were transferred to Plaintiff in exchange for deferred compensation assets that were terminated as a result of the security interests taken by the lenders. Dondero, Okada and their affiliates were intentionally forbidden from participating as preferred unit holders in Plaintiff.

53. Plaintiff has never had employees and at all times depended on its board of directors, legal counsel, managers, service providers, and its investment advisors to conduct its affairs. Highland employees, including Dondero, Okada, Parker, Ellington, Leventon, Girard, Surgent, Collins, Hellen Kim, Waterhouse, Swadley, and Klos performed investment management, legal, accounting, and tax services to Plaintiff under Shared Services and Blanket Agreements. Dondero and Okada resented the cost of Plaintiff.

54. Okada often demonstrated his contempt for Highland Capital employees, routinely lambasting them and referring to Hispanics as "spics" and "wetbacks," Jews as "Jesus Killers," and Caucasians as "dumb white people that all look the same." He would flaunt his belief

that he could “do whatever I want because I’m in a protected class,” while bragging about the Japanese surprise attack on Pearl Harbor. Okada also exposed himself in the nude at company events, groped women in the office through simulated intercourse, and physically assaulted employees as his self-proclaimed alter ego, “Thor.”

B. Daugherty Resigns from Highland Capital and is Removed as Director of Plaintiff

55. Patrick Daugherty (“Daugherty”) was a partner, officer, director, Head of Private Equity, and Co-Head of Research for Highland Capital and certain of its affiliates from 1998 until 2011. Daugherty resigned from Highland Capital on September 28, 2011, because he refused to participate in the conduct at Highland Capital that would later result in over a billion dollars in damage awards to investors and creditors for breach of fiduciary duty, willful misconduct, and fraud, among other causes of action. Indeed, Dondero, Okada, Ellington, Leventon, Katz/HAK/DLAP, Hurst and Brown would later pursue legal actions on behalf of Highland Capital against Daugherty to whitewash willful misconduct and breach of fiduciary duties against UBS, Josh Terry (a former employee), the Credit Strategies fund investors and the Crusader Fund investors (including Dallas Police and Fire, Baylor University, Army Airforce Exchange, Ontario Teachers, and many others).

56. Prior to his resignation, Daugherty became a holder of Series A Preferred Units of Plaintiff on October 26, 2009. He was awarded 1,571.86 preferred units and was the largest holder of the lender-approved Plaintiff. Plaintiff was created based on a “last man standing” structure where remaining employees would receive reallocated shares of the units forfeited by departed employees. The number of Daugherty’s units and percentage ownership of Plaintiff increased to 1,909.69 and approximately 19.09% as other employees resigned from Highland Capital prior to their interests vesting in 2011. At the time of his resignation, Daugherty was a director of Plaintiff. After his resignation, Defendants began a campaign to inflict economic pain on Daugherty by stripping Plaintiff of its assets.

57. On February 16, 2012, Plaintiff's board members, Boyce, Britain, Dameris, Dougherty (no relation to Daugherty), Honis, and Walia removed Daugherty as a director of Plaintiff. Immediately thereafter, the newly composed board executed a Second Amended and Restated Agreement (the "2012 Amendment") prepared by Highland Capital's Chief Compliance Officer and Deputy General Counsel, Surgent. The 2012 Amendment purported to impose a punitive procedure to deplete the value of a holder who litigated any action "related to" Plaintiff, Highland Capital, and its officers and directors, escrow the holder's interest, and, in a type of reverse-indemnification, impose the litigation costs of Plaintiff and any deemed "diminution in value" cost to the litigant, whether it lost or won the litigation - a proverbial lose-lose clause.

58. After his removal as a director of Plaintiff, Daugherty had no access to or ability to know what the Defendants were doing regarding the Plaintiff.

59. In a dubious tax scheme, ownership of Highland Capital transferred to Hunter Mountain on or around December 17, 2015, from its then-existing limited partners (i.e., Dondero, Okada, Ellington, Parker, and entities they controlled). Through a complex series of transactions that occurred on December 21, 2015, and December 24, 2015, Dondero and Okada caused Hunter Mountain to become the owner-in name of 99.5% of the economic interests of Highland Capital. Meanwhile, Dondero and Okada caused Hunter Mountain to issue a series of notes and cash, such that Dondero, Okada, and certain entities they controlled (including Dugaboy, Okada Trust #1, and Okada Trust #2) continued to receive the economic benefit of limited partnership distributions made by Highland Capital to Hunter Mountain even after they had purportedly sold their limited partnership interests to Hunter Mountain.

C. Daugherty Obtains Control of Plaintiff and For the First Time Discovers Harm to Plaintiff Caused by Defendants' Deliberately Concealed Bad Acts and Omissions

60. Daugherty and his affiliates now own and control 100% of Plaintiff pursuant to the terms of a bankruptcy court approved settlement on March 1, 2022. It is critically important to note that it was not until Daugherty and his affiliates obtained control of Plaintiff in March of

2022 that Defendants' wrongdoing complained of in this lawsuit, was fully discovered and that those wrongful acts and omissions had been deliberately concealed.

61. After obtaining control of Plaintiff, Daugherty (on behalf of Plaintiff) began to request documents, legal invoices, emails, and metadata related to Plaintiff, but was met with obstruction at every turn. Despite this, through diligent efforts undertaken since March of 2022 Daugherty, for the first time, has been able to gather detailed information regarding Defendants' acts and omissions as they relate to harm caused to Plaintiff.

62. The subsequent facts relay more background information interposed with what Plaintiff now knows happened with the information obtained since March of 2022.

D. In 2022, it is Discovered that Plaintiff's Board Members Stripped Plaintiff of all of its Assets Through a Series of Shady Backdoor Corporate Governance Maneuvers

63. Back on September 24, 2012, Daugherty, after he was removed as a director of Plaintiff, made his first request to inspect and verify Plaintiff's assets. Abrams & Bayliss acted to block the inspection by scheming with Surgent, Hurst, and Katz/HAK to demand that Daugherty pay for the costs of producing the materials and sign an onerous confidentiality agreement.

64. It was not until Plaintiff's new management demanded review of its invoices and records in May 2022 that it was revealed that Abrams & Bayless had been retained solely on behalf of Plaintiff on June 11, 2012, after discussions with Boyce, Britain, Dameris, Honis, Dougherty, Hough, Abrams, Brown, Ellington, Kim, Collins, and Surgent regarding the Plaintiff's litigation with Daugherty. It was also revealed that in an email dated November 28, 2012, Dameris was advised by Jeff Abrams and Stephen Hough ("Hough"), "We caution that the board, which manages Plaintiff, owes fiduciary duties to both the LLC itself and to its members."

65. Invoices and emails discovered in October 2022, revealed that December 22, 2012, Dondero communicated his buyout offer to members of Plaintiff's board after Dameris considered and Dondero rejected certain settlement scenarios regarding Daugherty's claims against Plaintiff

despite Abrams & Bayliss' warning to Dameris that Plaintiff's board had fiduciary duties to Plaintiff and the other unit holders. This provided previously unknown context to an email that was produced in the Texas litigation from Dameris, as Managing Director of Highland Capital, to Dondero on December 26, 2012 that presented as legitimate a "Buyout" scheme in which Dondero could gain control of Plaintiff at a substantial discount to value, pending review by Delaware counsel, noting "[i]f you decide to offer everyone except 1 [Daugherty] a buyout . . .". It refuted certain testimony given by Dondero in the Texas trial that Dondero had no influence over Plaintiff prior to January 2013. It also revealed why Dameris collaborated with Abrams & Bayliss on December 30, 2013, to enhance indemnification rights of Plaintiff's directors. Importantly, this scheme was created at the same time that a large cash payoff was due to be paid to Plaintiff from the Safety-Kleen Systems, Inc. sale proceeds.

66. It was not until Plaintiff's new management demanded review of its invoices and records in May 2022 that it was for the first time revealed that Hough (copying Abrams & Bayliss) had conspired with Plaintiff and its former board members on December 30, 2012 to provide a detailed scheme of "Buyout Steps," including how to transfer control of Plaintiff to Dondero and Okada, while attempting to forgive the board members of their fiduciary duties to Plaintiff and simultaneously seeking to create expanded indemnification rights for themselves.

67. It was also revealed for the first time in late 2022 that Surgent sent an email on January 9th and 15th, 2013, distributing all of Plaintiff's operative documents to implement the scheme to Katz/HAK, Paul Lackey ("Lackey"), Michael Aigen ("Aigen"), Hough, Ellington, Boyce, Britain, Dameris for comment. Katz/HAK, Lackey, and Aigen were not counsel to Plaintiff during this time but, nevertheless, Plaintiff's confidential information was disclosed to them.

68. Highland Capital and Dondero directed Collins and Surgent to offer all of Plaintiff preferred unit holders, except Daugherty, to purchase their preferred units for 100% of the value of their cash interests and 60% of the value of their non- cash interests on January 18, 2013.

However, Highland Capital and its legal team often engaged in the practice of creating documents after the fact and back-dating or forward-dating them to appear as if they existed on the date listed. It was not until October 2022 that it was revealed for the first time that the actual offer for preferred unit holders that were employed by Highland Capital at the time occurred much sooner and were effectively offers to keep their employment if they signed. Indeed, all of the preferred unit holders that were employed by Highland Capital at the time purported to accept the offer on the same date the offer was made, January 18, 2013. When the offer was finally presented to former employees on January 31, 2013, Collins and Surgent warned those who questioned the fairness of the price that a majority had already agreed to the offer and that anyone who did not accept the offer would “have their rights stripped.”

69. It was also not until late 2022 that documents were finally produced that revealed that Plaintiff’s board of directors and legal counsel did nothing to protect Plaintiff from this lowball offer, despite knowing it was a violation of their fiduciary duties. It did not seek a higher price from Highland Capital, Dondero, Okada or from Highland Capital’s other partners at the time, including Boyce, Britain, Ellington, and Honis, who stood to benefit from the transaction, despite simultaneously serving on Plaintiff’s board. They did not discuss a poison pill, a standstill, or any other corporate defense mechanism available to protect from a creeping takeover pursuant to their obligations under Delaware law. The board never even met to discuss the offer. Rather, they secretly attempted to ratify their own self-dealing actions, whitewash their dereliction of duty, and enlisted counsel from Abrams & Bayliss and Surgent to provide themselves broad releases of their fiduciary obligations and indemnifications while paving the way for Dondero, Okada, Ellington, and Highland Capital to strip Plaintiff of its assets. Tellingly, in one of the many amendments and actions by written consent that were never produced in the litigation with Daugherty, the board members purported to execute a Reserve for actual and potential expenses but did not bother to reserve anything for the claims being made by Daugherty.

70. It was not until concealed documents with metadata were finally produced by Abrams & Bayliss and new management at Highland Capital in October 2022 that a review indicated numerous documents had been executed in violation of Section 5.1, 5.2(b)(ii) and 5.2(b)(iv) of the Second Amended and Restated Limited Liability Company Agreement. Specifically, document data revealed they had been falsely and intentionally misdated by Plaintiff's counsel, Surgent, to appear as if the board members had authority when, in fact, they did not. Hough reported to Abrams in a "Buyout Update Plaintiff" email on January 18, 2013, "Thomas Surgent called and told me that the Plaintiff buyout documents were executed this morning, with close to 60% accepting. As we discussed, Highland [Capital] is going to wait two weeks to extend the offer to HERA's [Plaintiff's] non-employee members.... "Thomas [Surgent] will date the outgoing board's resignations January 19 so that there is no doubt that their resignations occurred only after the transactions were effected." Indeed, Surgent noted in an email to Hough that they had not reached the 75% threshold until February 11, 2013, long after the board members had surrendered their ownership rights in the Plaintiff and their board positions had terminated. Regardless of their failed attempt, the board members disregarded the fact that Delaware entities such as Plaintiff are not permitted to waive liability for fraud, or breach of good faith and fair dealing.

71. It was not discovered until May 2024 that Walia was never included as a signatory to the January 17, 2013, governance amendments and corporate actions and that Honis did not submit his signatures on the proposed actions until after 4:30pm on January 18, 2013. By that time, Boyce, Britain, Dougherty, and Dameris had previously forfeited their positions as board members by waiving and releasing any and all rights they had to the Preferred Units pursuant to the terms of the Transfer Agreement. The then-existing governance of the Second Amended and Restated Limited Liability Company Agreement specifically required that 75% approval of board members be required for amendments to the agreement. Since there were only two board

73. Despite the absence of valid authority, Dondero, serving as the president of Highland ERA Management, with the assistance of his minions at Highland Capital and their legal counsel who simultaneously represented both Highland Capital and the Plaintiff through a Shared Services Agreement and a Blanket Agreement, purported to execute a series of transactions to strip Plaintiff of its assets.

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obligations to the discretion of the Manager (Highland ERA Management, LLC) or the Initial Member (Highland Capital Management, LP), and (5) provided for broad indemnification to the Manager (Highland ERA Management, LLC) and Dondero.

75. Dondero purported to execute an Expense Allocation Agreement prepared by Surgent, Ellington, Leventon, Katz/HAK, Hurst, Hough, Abrams, Waterhouse and Klos also dated February 1, 2013, on behalf of both Highland Capital and Plaintiff under which the parties reallocated 93.4% of Highland Capital's purported legal expenses billed by their firms and others related to the Texas Litigation² to Plaintiff for no consideration. According to the document, Highland Capital had incurred \$1,142,284 in legal expenses in the Texas Litigation as of December 31, 2012, compared to just \$154,029 incurred by Plaintiff over the same period.

76. On February 6, 2013, Daugherty sent a letter seeking to review Plaintiff's books and records to verify its assets and their value. Abrams & Bayliss rejected the request in a letter dated February 13, 2013 by declaring, "You seek, inter alia, 'documents establishing the December 31, 2012 estimated value of the Interests as calculated by HERA [Plaintiff];' 'HERA's [Plaintiff's] balance sheets, income statements, lists of assets, general ledger, and the account records for any depository accounts of HERA [Plaintiff], as of December 31, 2012 and for the periods ending December 31, 2012, 2011, 2010 and 2009;' 'HERA's [Plaintiff's] 2009, 2010 and 2011 federal, state, and local tax returns'; 'information... regarding and identifying the current holders of the Series A Preferred Units, and to the extent the Common Unit Holder has already acquired any such units... from whom, in what amounts and for what consideration;' 'documents... regarding member lists;' and 'documents... regarding HERA's [Plaintiff's] Board... and any amendments to HERA's [Plaintiff's] company agreement.' Your Demand takes a shotgun approach to requesting books and records that is antithetical to the 'rifled precision'

² On April 11, 2012, Highland Capital, at the direction of Dondero, Okada, Ellington, Leventon, Girard and Surgent, commenced a lawsuit against Daugherty in Texas captioned *Highland Capital Management, L.P. v. Daugherty*, Cause No. 12- 04005 in the 68th Judicial District Court of Dallas County, Texas (the "Texas Litigation") which will be described in detail in Section F below.,

required by Delaware law. e.g., *Brehm v. Eisner*, 746 A.2d 244, 266 (Del. 2000).”

77. It was further discovered in 2022 that on February 7, 2013, Surgent sent an email attaching Daugherty’s request to inspect Plaintiff’s assets to Hough, Hurst, Katz/HAK, Lackey and Ellington. Again, Katz/HAK and Lackey did not represent Plaintiff at the time but were adverse to Daugherty and his counsel at Looper Reed, and McGraw on behalf of Highland Capital. It was later discovered in September 2023 that Leventon, Ellington, Surgent, Dondero, Klos, Swadley, Waterhouse, and Katz/HAK had fraudulently allocated over \$14,000,000 in invoices from Hunton Andrews Kurth, Lackey Hershman and other firms to Plaintiff.

78. It was discovered for the first time in October 2022 that an action by written consent purportedly executed by Dondero on April 30, 2013 was in fact backdated to declare Highland Capital as the “sole economic interest holder in the [Plaintiff] following the consummation of the transactions pursuant to the Offers to Purchase dated on or about January 18, 2013, and January 31, 2013.” The same document also declared that, “Daugherty’s economic interest in the [Plaintiff] is now zero as a result of the application of Article XI of [Plaintiff’s Operating Agreement].” And it further resolved to transfer all of Plaintiff’s assets to Highland Capital because Highland Capital and Plaintiff “have each determined that it is in their respective best interest” to transfer substantially all the assets of Plaintiff as “in-kind distribution[s]” to Highland Capital (then valued at approximately \$9,700,000 on top of approximately \$6 million in cash that Highland Capital also took), despite providing no consideration to Plaintiff.

79. Through this series of bogus transactions that were only revealed for the first time in October 2022 to have been backdated and later circulated by Leventon and Goldsmith to appear legitimate, Highland Capital claimed to have taken all of Plaintiff’s assets, leaving it insolvent. Plaintiff only became insolvent in 2013 because its funds and assets were purportedly used: (1) to pay for substantially all of Highland Capital’s attorneys’ fees incurred in the Texas Litigation pursuant to the Expense Allocation Agreement dated February 1, 2013; (2) to pay for

all of Plaintiff's attorneys' fees incurred in in trying to wrongfully prevent Daugherty from receiving his share of the Plaintiff's assets; and (3) to transfer and register substantially all of its assets to Highland Capital for nothing. It was also revealed that in an email dated October 7, 2013, Katz/HAK, Hurst, and Miller knew Plaintiff's board had ignored their duties to carefully review the Highland Capital Purchase Offer and had even discussed the *Lampers v. Fertitta* case by highlighting:

Turning first to the board's failure to employ a poison pill to prevent Fertitta from obtaining control without paying a control premium, it is reasonable in the context of a motion to dismiss to infer fiduciary misconduct more serious than a breach of the duty of care. The failure to act in the face of an obvious threat to the corporation and the minority stockholders instead supports a reasonable inference that the board breached its duty of loyalty in choosing not to cross Fertitta.

E. The Texas Litigation

80. On April 11, 2012, Highland Capital, at the direction of Dondero, Okada, Ellington, Leventon, Girard and Surgent, commenced a lawsuit against Daugherty in Texas captioned *Highland Capital Management, L.P. v. Daugherty*, Cause No. 12- 04005 in the 68th Judicial District Court of Dallas County, Texas (the "Texas Litigation"), and Dondero subsequently threatened, "You will never get a dime" and "I'm going to take you [Daugherty] to zero." Daugherty responded with counterclaims against Highland Capital, Plaintiff, and others, alleging breach of contract and breach of the covenant of good faith and fair dealing against Plaintiff and Highland Capital. Katz/HAK and Hutton Andrews Kurth purported to represent Highland Capital while Hurst, Brown and Gruber Hurst purported to represent Plaintiff.

81. It was later revealed after legal invoices were finally produced under new management in October 2022, that as Defendants prepared for the first trial in Texas, they [Highland Capital, Hurst, Katz/HAK, Ellington, Brown, Leventon, Surgent, Girard, Boyce, Britain and Hunton Andrews Kurth] participated in a mock trial on December 4, 2013, that resulted in their mock jury finding in favor of Daugherty. From December 6 to 12, 2013, Defendants Dondero, Hurst, Brown, Katz/HAK, Abrams, Miller, Boyce, Britain, Ellington,

Girard, Leventon, and others schemed to “come up with trial strategy regarding witness testimony as to HERA [Plaintiff] sale and where are funds;” and conferenced with “Delaware counsel concerning escrowing of Daugherty’s HERA [Plaintiff] interests and related issues there to.”

82. In June 2019, after a Delaware court granted the crime-fraud exception to attorney client privilege, it was for the first time revealed that on December 12, 2013, Ellington, Leventon, and Surgent coordinated with Abrams & Bayliss to serve as escrow agent of the Escrow. Highland Capital’s assistant general counsel, Leventon, sent a draft of the Escrow Agreement to Abrams & Bayliss on December 13, 2013, and the agreement was executed that day by Ellington. Matthew Miller (“Miller”), an Abrams & Bayliss attorney who primarily worked on the escrow matter and had just completed his first year as an attorney and simply used the terms proposed by Leventon.

83. The assets deposited in the escrow were represented to be: (1) \$1,210,502.03 in cash; (2) a limited partner interest in Restoration Capital Partners Fund, LP and (3) 1088.42 shares of NexPoint Credit Strategies. This was the story Defendants “came up with” so they could sell to the jury that they had not simply stolen Plaintiff’s assets. The notion that Defendants did nothing nefarious with Plaintiff’s and Daugherty’s assets and merely set them aside would become a theme of Defendants in the Texas Litigation.

84. The key provision of the Escrow Agreement that undergirded Defendants’ story in the Texas Litigation provided that if Daugherty prevailed in the Texas Litigation, escrowed assets in the amount of the judgment “shall” be transferred to Plaintiff. Also pursuant to the crime-fraud discovery in May 2019, it was revealed that 19 days after executing the Escrow Agreement, Leventon and Girard changed the Escrow Agreement without Daugherty’s knowledge because it wanted to “slip sheet the Schedule 1 assets” to change “the NexPoint shares from shares to the cash equivalent of shares because it is difficult to find a prime broker to open

account for such a small pool of assets.” Abrams & Bayliss simply swapped the pages. Abrams & Bayliss later explained, “if Daugherty digs deeply enough, he may discover that Schedule 1 was revised on December 16, 2013, with no re-execution of the Escrow Agreement by Highland and Abrams & Bayliss. Highland’s counsel merely re-sent the Escrow Agreement with an updated Schedule 1, and Abrams & Bayliss sent an email confirmation of the change.” According to Abrams & Bayliss, “[i]t is unlikely that Daugherty would learn of the revision.” With the appearance of an escrow in place, Defendants were poised to present themselves in the Texas Litigation not as thieves, but rather as protectors of Plaintiff’s and Daugherty’s interests. That is the story they spun at trial. This was a state of affairs just a month before trial in the Texas Litigation.

85. On the first day of trial, January 16, 2014, Okada took the stand as Chief Investment officer and Head of Public Relations to assure the jury the following regarding their duties to clients and funds: “We have an advisory business where we're managing other people's money, teachers, firefighters, individuals, through their pension funds, or through their retirement accounts, or, you know, various pools of savings.” “But our primary business at Highland Capital is to take their money, take the money that's entrusted to us and make good decisions with it.”

86. He further sanctimoniously lectured about his and Dondero’s culture of trust, “Our culture is one of trust, of hard work, and transparency, and something that we like to call alignment of interest, and I will explain the last one. But when you're managing other people's money you have to make sure that they trust you. That they know what you're doing. That you're telling them what you're doing, how well you're doing well, whether you're doing well or not doing so well. You've got to be honest and straightforward. And you can't do this for 20 years without doing that. If you're not trustworthy and honest and your culture isn't one of those, you're just not going to be in this business. You don't survive in the money management business

without having a culture of trust.....And then lastly, I would say that this idea of alignment of interest is where -- think of it this way, if something's good for you, it's good for me. If it's good for our clients, it should be good for us. If it's bad for our clients, it should be bad for us, that's alignment of interest. It means that whatever you're doing, whether you're paying an employee, or whether you're promoting an employee, or whether you're making an investment, you've got to think about the client. You're thinking about their interest and putting their interest first. And our culture is one of doing that.” This testimony was a far cry from what insiders knew about Okada, Dondero and the culture at Highland Capital. Indeed, Okada was often observed to cover his ears and exclaim “I’m not hearing this! I’m not hearing this! I’m not hearing this!” when confronted with legal, fiduciary, and ethical misdeeds at Highland Capital. It was quite a contrast with reality when Highland Capital filed for bankruptcy on October 16, 2019, because its clients, including teachers, firefighters, veterans, pensioners, former employees, and other creditors, won over \$1.4 billion in damage awards against it for willful misconduct, fraud, breach of fiduciary duties and other causes of action.

87. In furtherance of the sham, Hurst, Dondero, and Surgent made it a point to let the court and jury know that Plaintiff retained control of “all” of its assets. Dondero also testified in January, responding to questions by Hurst as follows:

Q. Okay. So – so if, if Mr. Daugherty somehow prevails in his lawsuit against Patrick Boyce and Lane Britain and [Plaintiff], what happens to Mr. Daugherty’s interest that’s being escrowed right now with a third-party escrow agent?

A. They go to him.

Q. I’m sorry?

A. They go to him via to HERA [Plaintiff] and then to him.

Dondero further testified when Hurst asked him:

Q. The escrow, did you just escrow this last month?

A. No. We've had it segregated at Highland since April when we first put it in and then formalized the escrow. It takes a while to set up an escrow and transfer illiquid assets that have all sorts of transfer limitations.

88. Highland Capital’s Chief Compliance Officer and Deputy General Counsel,

Surgent, swore under oath in regard to a question regarding the April 30, 2013, implementation of the asset sweep from Plaintiff, “Yes, but then it placed those funds in escrow.” But when questioned further why the escrow appeared to be created 36 days prior to his testimony and more than eight months after the assets were swept from Plaintiff, Surgent answered to the court and jury, “The escrow was formalized in this agreement, but I believe it existed sooner.” In fact, it did not, and Surgent knew that.

89. In closing arguments, Plaintiff’s counsel, Hurst, lied to the court and jury once again, “[I]f Pat Daugherty happens to prevail in his lawsuit against HERA [Plaintiff], you heard Jim Dondero testify, he gets his interest, which is currently escrowed in the third-party escrow account, all of it.”

90. It was not until some evidence from Abrams & Bayliss was produced pursuant to the crime-fraud ruling in Delaware on June 7, 2019, and substantial detailed legal invoices and emails were produced to the new management of Highland Capital in October 2022 that this web of lies was fully exposed.

91. After three-weeks of trial, the jury found that Plaintiff, at the direction of Defendants from Highland Capital, breached the implied covenant of good faith and fair dealing by adopting Section 12.1 of the 2012 Agreement (the Lose-Lose clause) and that Highland Capital and Dondero had defamed Daugherty with malice. The jury awarded Daugherty damages against Plaintiff in the amount of \$2.6 million, plus interest which remains unpaid and has currently accreted to approximately \$5 million. The court also determined that Daugherty had retained ownership of his preferred units in Plaintiff. The problem was Dondero, Ellington, Surgent and their merry band of minions lied to the jury and never funded Escrow while incurring millions in legal fees to drain Plaintiff’s assets to perpetuate the lie.

92. It was not until May 2019, after a Delaware court granted the crime-fraud exception to attorney client privilege, that it was revealed that Highland Capital contacted

Abrams & Bayliss on February 14, 2014 “to discuss a memorandum we need drafted to address the Escrow Agreement in context of the recent Daugherty Verdict.” The memo reaffirmed that Abrams & Bayliss had “received no cash or documents from Highland Capital or HERA [Plaintiff] regarding the escrow of Daugherty’s interests in Restoration Capital Partners, LP. The memorandum then discussed the consequences if the escrow of Plaintiff’s assets was deemed a “sham.” In a section of the memorandum titled “Daugherty May Assert that the Escrow Agreement Is a Sham and that the Deposit Assets Stayed within the Control of Highland,” Abrams & Bayliss advised: “Daugherty could argue that, even if the Deposit Assets are deemed to be in escrow, the Escrow Agreement left Highland [Highland Capital] with actual control of the Deposit Assets because (1) A&B [Abrams & Bayliss] is Highland’s [Highland Capital] counsel, and (2) A&B [Abrams & Bayliss] may resign at any time with the Deposit Assets returning to Highland [Highland Capital]. Daugherty might argue that, despite the language of the Escrow Agreement, A&B [Abrams & Bayliss] will do whatever Highland [Highland Capital] instructs it to do with the Deposit Assets, even if that means disbursing the Deposit Assets contrary to the Escrow Agreement’s terms. Paragraph 5 of the Escrow Agreement entitles A&B [Abrams & Bayliss] to resign at any time provided that it gives ten days advance notice. After A&B [Abrams & Bayliss] resigns, it must deliver the Deposit Assets either to the successor escrow agent or to Highland [Highland Capital]. Daugherty might argue that, even if A&B [Abrams & Bayliss] would not disburse the Deposit Assets in contradiction of the Escrow Agreement, A&B [Abrams & Bayliss] might be willing to resign as Escrow Agent in order to return the Deposit Assets to Highland.” Said another way, Plaintiff’s own lawyers were acting on behalf of Highland Capital at the expense of their client while they stripped it of its assets and charged it for the privilege.

93. True to form, Highland Capital requested, and on March 25, 2014, Abrams & Bayliss provided, an expanded memo addressing “tangentially related topics.” In the expanded

memo, Abrams & Bayliss explained: “Although unlikely, it is conceivable that the court in the Texas Litigation could take issue with the assertion of Plaintiff’s counsel that the full amount of the Deposit Assets was held by A&B, when arguably at least, only \$1.2 million of the Deposit Assets were truly beyond Highland’s control.”

94. Defendants also attempted to conceal the true value of the assets that were supposed to be escrowed on behalf of Plaintiff. When Girard was asked to provide an update on value by Miller, Girard briefed Abrams that, “Girard would prefer not to update the estimated value of the Restoration Capital Funding interest. Highland received a windfall when the jury valued Daugherty’s Plaintiff interest at only \$2.6 million because Highland believes his former interest in HERA [Plaintiff] is worth more. Schedule 1 currently reflects a value of \$3.03 million. If Highland updated Schedule 1 to reflect their current estimates, the Escrow Assets would be worth \$3.3 million.”

95. Daugherty suspected that Defendants had lied about the existence of the escrow and on August 24, 2014, served post-judgment discovery requests on Plaintiff and Highland Capital, seeking information concerning the location of Plaintiff’s assets and liabilities and its post-litigation conveyances to Highland Capital.

96. Twenty days later, Plaintiff, at the direction of Dondero and Hurst, filed a Notice of Cash Deposit in Lieu of Supersedeas Bond and Affidavit Establishing Net Worth. Plaintiff submitted the affidavit of Klos, which stated that Plaintiff had a negative net worth of (\$2,447,709) after fraudulently applying approximately \$7,500,000 of Highland Capital’s legal expenses at the time to Plaintiff as of August 31, 2014. Highland Capital also purported to have loaned Plaintiff the cash necessary to repay its own legal expenses owed to Highland Capital because Plaintiff did not have sufficient funds after transferring all of its assets to Highland Capital back on April 30, 2013. However, a footnote to the balance sheet exhibit to the affidavit noted, “Per Escrow Agreement dated December 13, 2013, between HCMLP [Highland Capital]

and Abrams & Bayliss, LLP, if a final, non-appealable judgment against HERA [Plaintiff] is reached, Abrams & Bayliss, LLP as Escrow Agent, will transfer the HERA [Plaintiff] Deposit Assets to HERA [Plaintiff].” The affidavit included a copy of the Escrow Agreement with a schedule again falsely listing escrow assets of: (1) \$1,210,502.03 in cash; (2) a limited partner interest in Restoration Capital Partners Fund, LP and (3) cash equivalent of 1088.42 shares of NexPoint Credit Strategies.

97. Also not revealed until May 2019, after a Delaware court granted the crime-fraud exception to attorney client privilege, Miller emailed Abrams, “do we look bad for claiming to hold non-monetary assets in escrow when on a day-to-day basis we have no idea what the status of these assets are?” Miller was “not looking forward to being deposed.”

98. In order to conceal the fact that no such transfer ever actually occurred, Dondero, Hurst and the Highland Capital minions then directed Plaintiff to object to Daugherty’s discovery requests on the basis that it was harassing and argued that its cash deposit limited post-judgment discovery to Plaintiff’s net worth. Hurst, doubled down at a subsequent hearing on September 22, 2014, before the court and stated, “everything that’s in the sworn financial statement has been provided to the other side and it’s been provided to the Court, also came up during trial; that is the exact same assets.”

99. Again on July 10, 2015, Hurst thwarted discovery of Plaintiff’s missing assets by filing Highland Employee Retention Assets LLC’s Written Objections To Daugherty’s Notice of Deposition Upon Written Questions and responding to every question and request for production with the boiler plate response, “Given the procedural posture of the case, with a final judgment and appellant bond on file, the only discovery that may be sought by Daugherty is that directly relevant to the calculation of HERA’s [Plaintiff’s] net worth. The scope of this request goes well beyond that, seeking information that that [sic] has potential proprietary confidential interests and unduly burdening a third-party.”

100. On December 1, 2016, Hurst and Ellington boasted in the press about a settlement with Nautic Partners regarding breach of fiduciary duty over an indirect investment owned by Plaintiff and other funds in Cornerstone Healthcare Inc. It was not discovered until December 2021 that Dondero, as Chairman of the Cornerstone board, and Ellington, as General Counsel to Highland Capital serving as the investment advisor to the funds that owned interests in Cornerstone, had schemed with Hurst, Katz/HAK/DLAP and Hunton Andrews Kurth to revise their fee structure on the eve of settlement increasing them from an hourly fee that had already reached \$6 million to a contingency fee that would pay the lawyers approximately \$25 million in fees. Dondero and Ellington then received an \$11 million facilitating fee that was wired to their affiliates secretly operating as the SAS platform in the Cayman Islands.

101. Also on December 1, 2016, Daugherty's judgment against Plaintiff, which had been affirmed on appeal, became final and non-appealable pursuant to the appellate Court's mandate. The appellate court also denied the request to declare that Daugherty's ownership in the preferred units of Plaintiff were extinguished as a result of his damage award. Dondero, Katz/HAK, Ellington, Leventon, Miller, and Abrams reviewed the mandate that day and started the process of shutting down the Escrow and assuring the remaining cash assets were swept from Plaintiff to Highland Capital. A summary of the reconciled emails sent or received from different time zones follows:

102. From discovery obtained in May 2019, after a Delaware court granted the crime-fraud exception to attorney-client privilege, a series of emails revealed that on December 1, 2016, at 7:51 p.m.: Hunton Andrews Kurth, outside counsel for Highland Capital and now concurrently outside counsel for Plaintiff, emailed Abrams, counsel for Highland Capital, counsel for Plaintiff, and trustee for Plaintiff's escrow: "Kevin , we need to have a call as early tomorrow as possible regarding the escrow arrangements. Can you let me know when you can be available? Also, can you please send us a copy of the escrow agreement?". Abrams responded to the email copying

106. December 2, 2016, at 5:08 p.m.: Hunton Andrews Kurth emailed Miller: “Matt, please find attached Highland’s [Highland Capital’s] signed letter accepting the Escrow Agent’s resignation.” Miller subsequently informed Abrams, “The second step in the HERA [Plaintiff] strategy is for you to sign the attached letter from Highland [Highland Capital].”

107. December 2, 2016, at 10:07 p.m.: Miller emailed Ellington: “Scott, please find the attached correspondence regarding the escrow agreement between Highland Capital Management, L.P. and Abrams & Bayliss LLP.”

108. December 2, 2016, at 10:18 p.m.: Katz/HAK emailed Miller: “Matt, attached is correspondence from Scott Ellington accepting the resignation and providing wiring instructions. If you need additional information, please let me know.”

109. December 2, 2016, at 10:19 p.m.: Miller emailed Katz/HAK: “Thanks, Mark. [sic] We will get a counter-signed copy back to you and arrange for wiring the funds.”

110. December 3, 2016, at 10:06 a.m.: Miller emailed Ellington and Katz/HAK: “Scott and Marc, attached please find a counter-signed copy of Scott Ellington’s letter.”

111. December 3, 2016, at 2:45 p.m.: Internal Abrams & Bayliss email: “Wells Fargo was unable to initiate the transaction today [a Saturday]. The wire amount required multiple levels of upper management approval so I will go back on Monday morning.”

112. December 5, 2016, at 12:26 p.m.: Miller emailed the team: “Team, As reflected below, the funds A&B [Abrams & Bayliss] was holding in escrow on behalf of HERA [Plaintiff] have been transferred as instructed in Scott Ellington’s December 2, 2016, letter.”

113. “Boom!” (emphasis added). That was the reaction of Girard when he learned the Escrow funds “have been received” by Highland [Highland Capital] on December 5, 2016.

F. Crime-Fraud Evidence in Delaware

114. On February 16, 2017, Abrams of Abrams & Bayliss unveiled Defendants’ “Highland Employee Asset strategy” to Daugherty:

I write on behalf of Abrams & Bayliss LLP (“Abrams & Bayliss”) in response to your letter of February 14, 2017 (incorrectly dated February 14, 2016) regarding my firm’s service as escrow agent under an escrow agreement with Highland Capital Management, L.P. (“Highland”), dated December 13, 2013 (the “Escrow Agreement”). Capitalized terms used but not defined herein have the meanings given in the Escrow Agreement.

By letter dated December 2, 2016, Abrams & Bayliss notified Highland that it was resigning as Escrow Agent pursuant to Paragraph 5 of the Escrow Agreement. By letter dated December 2, 2016, Highland informed Abrams & Bayliss that it was (i) accepting Abrams & Bayliss’ resignation as Escrow Agent, (ii) waiving the ten-day notice period under Paragraph 5 of the Escrow Agreement, and (iii) directing Abrams & Bayliss to return the Deposit Assets to Highland in accordance with the instructions provided in the letter.

On December 3, 2016, Abrams & Bayliss informed Highland in writing that it agreed to the waiver of the notice period, such that Abrams & Bayliss’ resignation was effective immediately. On December 5, 2016, Abrams & Bayliss returned the Deposit Assets to Highland in accordance with the December 2, 2016, instructions. Accordingly, Abrams & Bayliss no longer serves as Escrow Agent or holds Deposit Assets.

115. On July 6, 2017, Daugherty, having his disputed ownership in Plaintiff’s assets recently confirmed by Texas Appellate Court, filed a complaint in Delaware Chancery Court seeking the return of all of Plaintiff’s assets, in addition to making claims for fraudulent transfer, breach of fiduciary duties on behalf of Plaintiff, aiding and abetting breach of fiduciary duties on behalf of Plaintiff, and breach of implied covenant of good faith and fair dealing on behalf of Plaintiff, among other claims. Certain defendants moved to dismiss the complaint.

116. On January 16, 2018, the Delaware Court of Chancery denied the motion to dismiss against Highland Capital and Plaintiff but granted dismissal against Dondero and Highland ERA management, which was controlled by Dondero at the time, on the grounds that evidence against them was “conclusory.” At that time, the court was not privy to the evidence that was later produced pursuant to the crime-fraud ruling in May 2019 and the document production by new management at Highland Capital in October 2022 and October 2023. Later, on June 29, 2018, the Delaware Court denied dismissal against Highland Capital but granted dismissal based on laches for the claims arising out of what was known about the 2013 amendments and contemporaneous actions of the Defendants at that time, which was very little.

It was not until October 2022 and October 2023 that Highland Capital, under new management, produced refuting documentation and invoices.

117. On May 17, 2019, the Delaware Chancery Judge granted a motion to compel stating, “Daugherty has been dogged in his pursuit of these documents, and Highland [Capital] was just as resolute in refusing to produce them.” She also stated, “Daugherty has made a prima facie showing that a reasonable basis exists to believe that a fraud has been perpetrated, and that Highland [Highland Capital] sought A&B [Abrams & Bayliss] to serve as escrow agent and to provide legal analysis in furtherance of that fraud; specifically, to protect the escrowed assets from Daugherty while the Texas case was pending, and then to transfer them back to Highland [Highland Capital] after the Texas verdict was finalized. I conclude any privilege Highland [Highland Capital] claims over A&B’s [Abram’s & Bayliss] legal advice regarding the escrow arrangement and A&B’s [Abram’s & Bayliss] resignation has been stripped under the crime-fraud exception.” She also concluded that Highland Capital, Dondero, Ellington, Leventon, and the other defendants (who were also controlled by Dondero) were “improperly withholding documents,” that “there is a reasonable basis to believe” that they perpetrated a fraud—and solicited “the services of attorneys to aid in furtherance of that fraud”—as part of an effort to evade Daugherty’s judgment during the pendency of his case. The Vice Chancellor concluded that “defendants, with [counsel’s] advice and assistance, were never going to let the assets held in the escrow agreement make their way to Daugherty.” Additionally, a Contractual Master was appointed to oversee discovery compliance. It was later discovered in 2021, after Highland Capital filed for bankruptcy, that Leventon concealed the existence of company owned phones used by Dondero and Ellington, as well as a secret server used by many of the defendants or their affiliates to transfer assets. In addition, despite a motion to compel to the contrary, the existence of numerous January 2013 Plaintiff amendments and actions by written consent were concealed by Dondero, Ellington, Leventon, and Surgent until they were finally produced in October 2022

after full ownership of Plaintiff was transferred to Daugherty.

118. On the second day of a three-day trial, Dondero—for the first time—revealed that his misconduct as manager of Plaintiff was done at the direction and based on the advice of his outside and in-house counsel, i.e., the other defendants in this action. He testified, for example:

Q. Did Highland [Capital] have outside counsel advising with respect to the purchase of the units?

A. Yes. I believe the whole situation was the most lawyered thing we've ever done. I mean, there was counsel for each of the board members, there was counsel for Highland [Highland Capital], there was counsel for HERA [Plaintiff], there was Delaware counsel. Everything was orchestrated, dictated by counsel.

Q. Did Highland [Highland Capital] have – did that counsel that Highland [Highland Capital] used also advise counsel on the documents, the transaction documents, relating to those purchases?

A. Yes. All the functional documents and major moves at various turning points were all at the request – or decided by counsel.

Q. Did you have any communication – are you familiar with Abrams & Bayliss, with what Abrams & Bayliss is?

A. I know they're a Delaware law firm. But beyond that, no.

Q. Did you ever have any communications with Abrams & Bayliss about them resigning as escrow agent?

A. No. Highland [Highland Capital] and myself, I know, were purposely kept separate from this whole thing. And it was driven by – it was driven by counsel.

Q. My question is a little bit more specific because it relates to the escrow assets and Mr. Daugherty. If you had been told by counsel that Mr. Daugherty was entitled to the escrow assets, you would have given him the escrow assets; right?

A. Yes. We would have done whatever counsel told us. We tried very hard to compartmentalize this mess. We have a business to run. And this is – a half dozen lawsuits, haranguing everybody in public, it was all intended to disrupt our business as much as possible. So we tried to delegate it and compartmentalize it to the lawyers as much as possible.

Q. Let's talk about which lawyers you're referring to. So I'll start with the in-house lawyers again. Which in-house lawyers of Highland [Highland Capital] are you relying on with respect to the transfer of the escrow assets?

A. It would have been the same three internal lawyers working with external counsel.

Q. Mr. Ellington, Mr. Leventon, and Mr. Surgent; is that right?

A. I believe so. I believe they were the ones at that time and place.

Q. Which outside counsel are you relying on?

A. I don't know if Andrews and Kurth had merged with Piper. I don't know who else was involved besides the Abrams guys. But it would have been, more likely than not, those two counsels with whatever other counsel was representing some of the people who were sued individually.

G. Highland Capital Bankruptcy

119. The following day, on October 16, 2019, Highland Capital at the direction of

Dondero and Ellington, filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court for the District of Delaware. On December 4, 2019, the Delaware Court entered an order transferring venue of the case to the United States Bankruptcy Court for the Northern District of Texas, Dallas Division. As a result, the Delaware action was stayed.

120. On January 9, 2020, the Highland Capital Creditors Committee demanded and the Court approved a change of control of Highland Capital, which involved the removal of Dondero as the sole director and the appointment of James P. Seery (“Seery”), John S. Dubel (“Dubel”), and retired Judge Russell F. Nelms (“Nelms”) as independent directors (the “Independent Directors” and collectively, the “Independent Board”) of Strand Advisors, Inc., Highland Capital’s general partner (the “General Partner”). The Independent Directors were granted exclusive control over Highland Capital and its operations during the pending bankruptcy proceedings.

121. On July 16, 2020, the Court approved Highland Capital’s motion to appoint Independent Director Seery, as Highland’s CEO and CRO.

122. On October 9, 2020, Dondero was further instructed to resign or face removal as an employee of Highland Capital and as portfolio manager for all Highland Capital managed funds due to his detrimental conduct to the firm and its creditors.

123. Highland Capital’s bankruptcy was unique because all of the largest creditors’ claims stemmed from litigation claims and judgments against the firm, not debt holders. Indeed, Dondero, Ellington and Leventon expected to use the bankruptcy process to once again thwart recoveries while keeping themselves in control. Dondero later complained to Seery, “I’m not getting the Chapter 11 experience,” as if he were somehow supposed to benefit from the failure of the company he managed. To the contrary, bankruptcy revealed a litany of terrible acts through a pattern of recurring conduct resulting in well over \$1.4 billion dollars in litigation and arbitration claims and over \$50,000,000 in legal fees.

124. In January 2021, it was discovered that Dondero had been secretly coordinating

with Highland Capital's then-counsel Ellington and Leventon to direct the affairs of Highland Capital, despite his dismissal. When the Court entered an order restraining Dondero from communicating with Highland Capital employees, Dondero flouted the order by communicating with Ellington and Leventon and instructing other employees to resist document production requests, even though those documents were kept on Highland Capital's computer system.

125. Ellington and Leventon were terminated for cause on January 5, 2021, for acting in manner adverse to Highland Capital's interests.

126. Dondero, Ellington and Leventon evinced no respect for Highland Capital as an entity separate and apart from themselves. The bankruptcy also revealed discovery misconduct during the Delaware action with Daugherty, including a secret server that Dondero, Ellington, Leventon and others routinely used, which was concealed during discovery in the Delaware action with Daugherty. Additionally, the bankruptcy court twice found Dondero in contempt for violating a temporary restraining order. During testimony at the first show cause hearing, it was revealed that Dondero and Ellington destroyed their cell phones that were provided by Highland Capital. Yet, in the Delaware action with Daugherty, Leventon testified at his custodian of records deposition that Highland Capital did not "have access to people's phones" and that Highland Capital did not own any cell phones for the custodians.

127. On February 8, 2021, the Court agreed to confirm Highland Capital's bankruptcy plan, and the Court entered its plan Confirmation Order on February 22, 2021.

128. On August 11, 2021, Highland Capital's bankruptcy plan, as amended to date, became effective, and as a result, Highland Capital's ownership was restructured. Highland Capital became a wholly owned subsidiary of the Highland Claimant Trust, a newly formed liquidating trust owned by the creditors of Highland Capital. Specifically:

- The Highland Claimant Trust became the sole limited partner of Highland Capital.
- HCMLP GP LLC replaced Strand Advisors, Inc. as General Partner of Highland Capital. HCMLP GP LLC is also a wholly owned subsidiary of the Highland

Claimant Trust.

- Seery serves as the Claimant Trustee of the Highland Claimant Trust and remains the CEO of Highland Capital today. Dondero and Okada are no longer involved in the management of Highland Capital or the Claimant Trust.

129. In the Bankruptcy, Daugherty filed claims estimated in excess of \$40,000,000.00. In November 2021, Daugherty reached a settlement with Highland Capital for some of his claims and specifically retained the right to pursue Defendants in future litigation, i.e., this current lawsuit for these claims.

130. On March 1, 2022, during the settlement hearing, Highland Capital finally acknowledged, “Dondero, through Highland Capital, engaged in an asset-stripping campaign designed to render Plaintiff judgment-proof, further exposing Highland Capital to liability and unnecessary legal costs.” Highland’s new CEO, James Seery, testified:

It actually looks like, frankly, the escrow was never really an escrow, and it was a — it was a fraud from the beginning. And that one’s a pretty disturbing one.

131. On April 1, 2022, full ownership of Plaintiff and Highland ERA Management was transferred to Daugherty and his affiliates.

132. On May 11, 2022, Plaintiff instructed Abrams & Bayliss, Hunton Andrews Kurth, DLA Piper, Marc Katz/HAK/DLA, and Michal Hurst to forward all of its casefiles, records and invoices allocated to Plaintiff.

133. True to form, Hunton Andrews Kurth responded by letter on May 25, 2022, “Our records and research indicate that the Firm represented ERA and/or HERA [Plaintiff] in connection with only two matters. The first matter was opened on June 1, 2012, for which our records indicate we represented Highland Capital Management, LP (“Highland”) and HERA [Plaintiff], and for which only 1.6 hours of attorney time was recorded. We have located no files for this matter other than an electronic record of the recorded time.” They made this statement despite Katz/HAK/DLAP representing before the Delaware court that Plaintiff incurred millions of dollars in legal expenses, including those from his firm, making it insolvent.

134. Hunton Andrews Kurth continued, “Additionally, given that Daugherty now wholly owns and controls HERA [Plaintiff] and ERA, we believe we are constrained in what we may transfer. Your HERA [Plaintiff] and ERA file transfer request equates to Daugherty gaining access to his litigation adversaries' attorney's files. In this unique circumstance of a litigant seeking his adversary's attorney's file by acquiring control of one (or more) of his litigation adversary's attorney's former jointly represented clients, the case law we have reviewed favors protecting the co-client's justified expectation that its attorney's files will not be disclosed to its litigation adversary.” Said another way, after invoicing millions of dollars in legal fees that were allocated to Plaintiff, Hunton Andrews Kurth continues to conceal their conduct by claiming some privilege based on jointly representing Highland Capital, Dondero and Plaintiff. Tellingly, Hunton Andrews Kurth could produce no retention agreement that named Dondero as a client nor did Dondero pay a single dollar for any such legal expenses. However, Plaintiff was allocated over 93% of the fees invoiced to Highland Capital.

135. DLA Piper delayed until July 22, 2022, to make the following similar response, “Second, as you know, DLA’s representations of HERA [Plaintiff] and ERA in the Daugherty Case were joint representations in which DLA also represented HCMLP [Highland Capital] and Mr. Dondero. Mr. Daugherty is still adverse to Mr. Dondero in the Daugherty case and in Daugherty v. Dondero, No. 2019-0956 (Del. Ch.). That means that your request for the client file would result in DLA providing to one litigation party the privileged and work product-protected communications of its litigation adversary. Such a production “would be anathema to the principles underlying the policy of fostering unfettered attorney-client communication.” Again, DLA Piper made this response despite having millions of dollars of its fees allocated to Plaintiff, representing Plaintiff in Delaware court, and producing no retention agreement that listed Dondero as a client or that he ever paid anything for the alleged representation.

136. Hurst never responded to Plaintiff’s file and document request.

137. It was not until October 2022 and October 2023, after Plaintiff received documents from Highland Capital and Abrams & Bayliss pursuant to two books and records requests, that extensive billing fraud was revealed at the expense of Plaintiff at the hands of its lawyers Katz/HAK/DLAP, Hurst, Hunton Andrews Kurth, Abrams & Bayliss and others. Indeed, financial records and information from Highland Capital reveal that over \$14,000,000 of expenses for other matters were allocated to Plaintiff, and its lawyers were aware of it.

138. Shockingly, Highland Capital and its partners, including Dondero, Okada, the Defendant trusts, Ellington, Boyce, Britain, Dougherty, Honis, Parker, had taken the tax benefits of these expenses with the assistance of Surgent, Leventon, Girard, Waterhouse, Swadley and Klos as though they were their own, despite knowing that the obligations to pay were allocated to Plaintiff. Surgent explained to Abrams & Bayliss that they did not want Daugherty to get the tax benefit of the expense/loss pass-throughs so they made the legal expense allocations effective after they received their 2013 buy-out proceeds.

139. Not surprisingly, when the details of the fraud were discovered, new management of Highland Capital realized a charge to the Plaintiff capital accounts in excess \$10 million as an offset to write off over \$10 million of falsely allocated debt resulting in a loss of capital account basis that could have been used by Plaintiff and its unit holders for tax purposes.

H. A Recurring Theme

140. This above-described acts are simply yet another example of an all-too familiar pattern where Dondero, Okada and Ellington strip the assets of entities they controlled to ensure that an aggrieved party could not collect on its hard-fought judgments or its rights of ownership. When challenged, they execute their well-honed tactics to lie, deny, conceal, and postpone, while attempting to exhaust their adversaries of funds as they ran out the clock. In this case, Plaintiff brings this action to recover tens of millions of dollars in damages that it suffered at the hands of Dondero, Okada, Ellington, and their enablers, acting in concert with other entities that they

owned and/or controlled and with the aid of Plaintiff's own officers, directors and attorneys at the time who disregarded their duties to Plaintiff in favor of their own self-interests.

141. Plaintiff was stripped of its assets as retaliation against Daugherty for his assistance in recovery efforts of the following related matters:

1. Dondero Causes HCMLP To Engage In Misconduct Designed To Exact Revenge On Joshua Terry

142. In 2010, Dondero and Okada formed Acis Capital Management, L.P. ("Acis") and Acis Capital Management GP, LLC ("Acis GP") as a "lifeboat" to divert collateralized loan business fees from Highland Capital after its lenders placed security liens on its assets. Dondero was President both of Acis and Acis GP. Okada was Chief Investment Officer for all funds including those of Acis. Collectively, they controlled the investment and operating decisions of the Acis platform. Acis was initially indirectly owned by Dondero and Okada (through Highland Capital Management Services, Inc). Joshua Terry ("Terry"), a Highland Capital employee, later joined the platform in 2011 to manage Acis after its previous managers left Highland Capital. Like Plaintiff, Acis had no employees. Highland Capital was the investment manager for Acis, and Acis performed all of its services through Highland Capital employees. In 2013, Dondero modified Terry's ownership in Acis. As a result, Dondero and Okada, with the help of the Highland Capital legal team, once again engaged in a scheme to siphon value from Acis and transfer it back to Highland Capital.

143. By 2016, Dondero and Terry came to an impasse. Dondero sought to improperly finance a latex company investment in South America by causing a separate portfolio company, Trussway Industries Inc. ("Trussway"), to incur unnecessary debt and divert the loan proceeds to finance the purchase. Terry criticized the misconduct as a breach of their fiduciary duties to their investors. Dondero responded by firing him and making a pretextual claim of termination for "cause." Dondero also amended the partnership agreement to terminate Terry's interests in Acis and directed Acis to sue Terry in Texas state court. Terry counterclaimed and demanded

arbitration.

144. On October 20, 2017, following a ten-day arbitration, the arbitration panel issued Terry an award of \$7,949,749.15, plus interest, against Acis. The arbitration panel found, among other things, that (i) Terry's termination was "without cause," and Acis had "knowingly and willfully" invoked Highland Capital's false pretext of "for cause" in order to deny Terry his contractual entitlement to the value of his Acis partnership interest, (ii) Acis had breached its limited partnership agreement, and breached the fiduciary duties it owed to Terry as Acis's limited partner, (iii) beginning in 2013, Dondero had caused Acis to pay Highland Capital more than its contractual entitlement for shared expenses in order to reduce the amount of Terry's limited partnership distributions, and (iv) one month after Terry was terminated from Acis, Dondero significantly increased the amounts that Acis was paying Highland Capital under their shared services and sub-advisory agreements, retroactive to January 1, 2016.

145. Beginning on October 24, 2017—four days after Terry's arbitration judgment was issued—Dondero, acting through Highland Capital, and with the aid of Ellington, Leventon, and Surgent, entered into numerous transactions designed to take control of Acis's assets and business and strip Acis of assets so that it would be unable to pay Terry's arbitration award.

146. Dondero's elaborate schemes to render Acis judgment-proof led Terry to file involuntary petitions for protection under chapter 11 of the United States Bankruptcy Code against Acis and Acis GP on January 30, 2018. In response to the bankruptcy filings, Dondero caused Highland Capital, which served as the sub-advisor to the Acis CLOs, to grossly mismanage the Acis funds following the appointment of a chapter 11 trustee in the Acis bankruptcy case. This abrogation of duties caused the chapter 11 trustee to replace Highland Capital with Brigade Capital Management, LP ("Brigade") and Cortland Capital Markets Services LLC ("Cortland").

147. Dondero also caused Highland Capital to commence litigation against the Acis

chapter 11 trustee, prompting a countersuit pursuant to which the chapter 11 trustee sought to recover fraudulent transfers Dondero had directed (through Highland Capital) and to stop Highland Capital from engaging in a course of conduct that was harmful to Acis and the Acis CLOs. This led to the entry of a temporary restraining order against Highland Capital, which Dondero caused Highland Capital to violate.

148. Daugherty communicated with Terry on several occasions regarding the extreme means utilized by Highland Capital against Daugherty, including sending constables to his home to execute collection efforts under false pretenses, stripping Plaintiff of its assets, and seeking to have Daugherty incarcerated. For the legal services provided by Hurst, Katz/HAK/DLAP for attacking Daugherty on behalf of Highland Capital, Plaintiff was allocated the bill.

2. Dondero And Ellington Expose HCMLP To Liability By Fraudulently Inducing An Investment From HarbourVest

149. Dondero and Ellington fraudulently induced an investment from third party investors HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P. (collectively, “HarbourVest”). At the same time that Dondero was surreptitiously transferring valuable rights associated with the Acis funds away from Acis in order to evade Terry’s arbitration award, he and Ellington were using Highland Capital to induce the HarbourVest Entities to purchase 49.9% of HCLOF—the owner of the equity tranche of the Acis CLOs—from CLO Holdco for approximately \$75 million in cash, with a commitment to invest an additional \$75 million in HCLOF. In soliciting this investment, Dondero and Ellington failed to disclose material facts to HarbourVest regarding the Terry disputes and Acis frauds, thus exposing Highland Capital to substantial and unnecessary liability.

150. In inducing HarbourVest’s investment, Dondero and Ellington, purportedly acting through Highland Capital, made numerous misrepresentations and omissions, including: (1) failing to disclose that Dondero intended to cause Acis to evade Terry’s \$7.9 million

arbitration award against it, including by causing Acis to consummate a series of fraudulent transfers; (2) misrepresenting the reasons that Dondero changed the name of the holding company for the Acis CLOs from Acis Loan Funding, Ltd. (“ALF”) to HCLOF immediately prior to the HCLOF Investment; and (3) expressing confidence in HCLOF’s ability to reset or redeem the CLOs under its control, when in actuality Dondero’s actions to evade Terry’s arbitration award against Acis resulted in Acis’s bankruptcy, and rendered the resets impossible.

151. Moreover, unbeknownst to HarbourVest, Dondero intended for CLO Holdco to use the \$75 million that it received from HarbourVest to make investments in other Dondero controlled and owned entities, including entities managed by NexPoint and HCMFA. Thus, the HarbourVest investment benefited Dondero personally, but left Highland Capital exposed to hundreds of millions of dollars in potential damages to HarbourVest.

152. At various times in the Highland Capital bankruptcy, Daugherty coordinated with HarbourVest on an ad hoc steering committee basis to identify and seek the return of the assets looted from Highland Capital’s estate, HarbourVest and Plaintiff.

3. Willful Misconduct in the Transfer of Highland Capital Credit Strategies Fund’s Assets to Dondero, Okada and Ellington Controlled Entities

153. Another instance involved the Highland Capital Credit Strategies Fund judgment. In that case, Highland Capital was found to have engaged in distinct types of misconduct, where Dondero also personally threatened the redeemer committee’s personnel with retribution. The most important aspect of the misconduct is that Highland Capital and Dondero effectively moved the assets to other Highland Capital-controlled entities for far less than their actual value. In fact, Highland Capital paid even less for the interest (\$24 million) than it had marked the value on its own books (\$28 million) and far less than valuations done by third parties, even those hired by Highland Capital (up to \$37 million). Highland Capital did so in secret and the redeemer committee only found out when a line item referring to the \$24 million as “Cornerstone sale proceeds” showed up in a regular cash report to the redeemer committee. An arbitration panel

found that Highland Capital not only breached its obligations under the Plan of liquidation but engaged in willful misconduct in its sale of the Fund's Cornerstone equity. The panel found Highland Capital's explanations to excuse its conduct "to put it mildly, far-fetched."

154. Daugherty communicated several times with members of the Highland Capital Credit Strategies Fund regarding his views of the value and location of their assets pursuant to his ongoing fiduciary duties under the 1940 Advisors Act. In addition, his countersuit against Highland Capital revealed numerous acts of fraud and breaches of fiduciary duty that caused damage to Highland Capital Credit Strategies Fund. Dondero, Ellington, Leventon, Hurst, and Katz/HAK/DLAP embarked on a crusade to smear Daugherty and his law firm while filing numerous baseless show cause motions against him. In addition, the services of the Ashcroft Law Firm ("Ashcroft") were retained to conduct an independent "investigation" into the allegations made by Daugherty. Daugherty was never interviewed and not surprisingly, Ashcroft produced a report that absolved Highland Capital. The arbitration panel disagreed and found in favor of Highland Capital Credit Strategies Fund for over \$30,000,000.00 in damages resulting from willful misconduct and breach of fiduciary duty. Once again, for these dubious legal services provided by Hurst, Katz/HAK/DLAP and other firms on behalf of Highland Capital, Plaintiff was allocated the bill.

4. Willful Misconduct in the Transfer of Highland Crusader Fund's Assets to Dondero, Okada and Ellington Controlled Entities

155. Dondero, Ellington, and Leventon also engaged in misconduct relating to Highland Capital managed funds Highland Offshore Partners L.P., Highland Crusader Fund, L.P., Highland Crusader Fund, Ltd., and Highland Crusader Fund II, Ltd. (collectively, the "Crusader Funds"). Highland Capital had placed the Crusader Funds into wind-down in October 2008. Investors in the funds subsequently commenced lawsuits alleging breach of fiduciary duty claims against Highland Capital, based on allegations that Dondero had refused to make mandated distributions and honor redemption requests, and traded the funds' positions in a

manner designed to render them illiquid in order to deter future redemptions, which led to multiple disputes among redeeming investors. Certain of these lawsuits were resolved in July 2011, when the parties entered into a Joint Plan of Distribution of the Crusader Fund and a Scheme of Arrangement for its creditors (together, the “Joint Plan and Scheme”). As part of the Joint Plan and Scheme, a committee referred to as the “Redeemer Committee” was elected from the Crusader Funds’ investors to oversee Highland Capital’s wind-down of the Crusader Funds and distribution of proceeds to investors.

156. On July 5, 2016, the Redeemer Committee (i) terminated Highland Capital as investment manager; (ii) filed a complaint in Delaware Chancery Court against Highland Capital seeking a limited status quo order, a declaration that the Redeemer Committee had “cause” to terminate Highland Capital as manager, and a declaration that Highland Capital had forfeited any right to indemnification as a result of its failure to distribute proceeds to investors of various funds; and (iii) commenced an arbitration proceeding (the “Redeemer Arbitration”) against Highland Capital alleging that it had engaged in various forms of misconduct in its role as investment advisor. After two years of arbitration proceedings, the Redeemer Arbitration culminated in a nine-day evidentiary hearing in September 2018 that included testimony from eleven fact witnesses and four expert witnesses. On March 6, 2019, the arbitration panel issued an award in favor of the Redeemer Committee, which resulted in gross damages of \$136.8 million and total damages (including interest) of \$190.8 million. Ultimately, the panel awarded ten forms of damages: (1) the Deferred Fee Claim (\$43,105,395); (2) the Distribution Fee Claim (\$22,922,608); (3) the Taking of Plan Claims (\$3,277,991); (4) the CLO Trades Claim (\$685,195); (5) the Credit Suisse Claim (\$3,660,130); (6) the UBS Claim (\$2,600,968); (7) the Barclays Claim (\$30,811,366); (8) the Legal Fees, Costs, and Expenses Claim (\$11,351,850); (9) the Portfolio Company Award (\$71,894,891); and (10) the Administrative Fees Award (\$514,164).

157. The claims that were asserted against Highland Capital by the Redeemer

Committee stemmed from the various breaches of fiduciary duty to the Crusader Funds that Dondero, Ellington, and Leventon caused Highland Capital to commit. For example, the “Barclays Claim”—which gave rise to over \$30 million in liability for Highland Capital—arose out of Dondero, Ellington, and Leventon causing Highland Capital to transfer Barclays’ limited partnership interests in the Crusader Funds to Highland Capital’s wholly-owned affiliate, Eames, after the Redeemer Committee had already refused to approve that transfer. In so doing, Dondero, Ellington, and Leventon caused Highland Capital to violate the Joint Plan and Scheme and its fiduciary duties. Because of Dondero, Ellington, and Leventon’s wrongful conduct, Highland Capital was ordered to pay: (1) over \$30 million on account of disgorged partnership interests; (2) additional sums for disgorgement of distribution fees (that were included within the \$22.9 million Distribution Fee Award); and (3) interest, fees, and expenses incurred in connection with the arbitration.

158. In addition, from December 2013 through January 2016, Dondero, Ellington, and Leventon caused Highland Capital to purchase 28 Plan Claims from Crusader investors in violation of the Redeemer Committee’s right of first refusal (“ROFR”). During this time, Leventon told multiple investors interested in transfers of their interests that Highland had a ROFR to purchase any Plan Claims, never mentioning the Committee’s prior and superior ROFR. Leventon also made affirmative misrepresentations to the Redeemer Committee to disguise the fact that Highland Capital had purchased the Plan Claims. Pursuant to the arbitration award, Highland Capital was required to transfer the 28 Plan Claims to the Redeemer Committee, and to disgorge to the Committee whatever financial benefits Highland Capital obtained from the 28 transactions, plus interest at the rate of 9% from the date of each purchase.

159. Dondero’s, Ellington’s, and Leventon’s conduct also resulted in Highland Capital becoming liable to the Redeemer Committee for over \$71 million in connection with claims arising from the Cornerstone Healthcare Group Capital (“Cornerstone”) that was owned, directly

and indirectly, by Highland Capital. Some of Cornerstone's stock was owned by the Crusader Funds. Dondero, Ellington, and Leventon caused Highland Capital to covertly purchase shares in Cornerstone from another fund that Dondero controlled at below-market prices and failed to liquidate the Crusader Funds' shares in Cornerstone as their fiduciary duties required. Pursuant to the arbitration award, Highland Capital was required to purchase the Crusader Funds' shares in Cornerstone at a fixed price of \$48,070,407, and to pay pre-judgment interest that brought the total claim to \$71,894,891.

160. Additionally, the Joint Plan and Scheme required Highland Capital to defer receipt of certain Deferred Fees until the liquidation of the Crusader Funds was complete. Dondero, Ellington, and Leventon caused Highland Capital to violate that provision of the Joint Plan and Scheme by causing Highland Capital to surreptitiously transfer approximately \$32 million in Deferred Fees from the Crusader Funds' accounts on January 21 and April 6, 2016. The arbitration panel ruled that as a consequence of Dondero's, Ellington's, and Leventon's blatant breach of the payment requirements of the Joint Plan and Scheme, Highland Capital forfeited its right to these fees entirely.

161. The Redeemer Committee set a hearing in Delaware Chancery Court for October 8, 2019, to obtain entry of a judgment with respect to the award. The hearing was subsequently continued to October 16, 2019, before the same court presiding over the Daugherty causes involving Dondero, Highland Capital, Ellington, Leventon, Girard, Hurst, and Katz/HAK/DLAP. That morning, Highland Capital filed for bankruptcy.

162. Daugherty communicated several times with members of the Highland Crusader Fund regarding his views of the value and location of their assets pursuant to his ongoing fiduciary duties under the 1940 Advisors Act. In addition, his countersuit against Highland Capital revealed numerous acts of fraud and breaches of fiduciary duty that caused damage to Highland Crusader Fund. Dondero, Ellington, Leventon, Hurst, and Katz/HAK/DLAP

embarked on a crusade to smear Daugherty and his legal counsel while filing numerous baseless show cause motions against him. In addition, Ashcroft was retained to conduct an independent “investigation” into the allegations made by Daugherty. Daugherty was never interviewed and, not surprisingly, Ashcroft produced a report that absolved Highland Capital and its officers. The arbitration panel disagreed and found in favor of Crusader Funds for over \$190,000,000 in damages resulting from willful misconduct and breach of fiduciary duty among other things. Once again, for these dubious legal services provided by Hurst, and Katz/HAK/DLAP in attempting to silence Daugherty on behalf of Highland Capital, Plaintiff was allocated the bill.

5. Dondero And His Accomplices, Including Ellington, and Leventon, Cause Highland Capital To Engage In Misconduct That Increases Its Liability To UBS

163. In March 2017, the New York state court presiding over UBS’s claims against Highland Capital and other fund counterparties ruled its claims could proceed to trial after numerous filings and dismissals since 2009. Shortly thereafter, Dondero, Ellington, and Leventon, along with Highland Capital employees Jean Paul Sevilla (“Sevilla”), Katie (Irving) Lucas (“Irving”), and Matthew DiOrio (“DiOrio”) took steps to transfer the fund counterparty’s remaining assets to Sentinel Reinsurance, Ltd. (“Sentinel”), a Cayman Islands entity indirectly owned and controlled by Dondero and Ellington, in order to ensure that such assets would be out of UBS’s reach in the event that a judgment was entered in its favor.

164. In or around August 2017, Dondero, Ellington, Leventon, Sevilla, Lucas, and DiOrio orchestrated the surreptitious transfer of all of the fund counterparty’s assets—with a face amount of \$300 million and a market value of at least \$100 million—to Sentinel.

165. The pretextual justification for these transfers was to satisfy a \$25 million premium on an “after the event” insurance policy issued by Sentinel that insured the fund counterparty’s first \$100 million of liability to UBS. The real goal of the transfer, however, was to drain the fund counterparty’s assets and render them judgment-proof, while keeping the assets

within Dondero's and Ellington's control. There is no legitimate explanation as to why the funds transferred assets worth at least four times the premium payment to Sentinel. And given that Dondero and Ellington indirectly own and control Sentinel, they personally and improperly benefitted from this overpayment.

166. Moreover, Ellington and Leventon (along with Sevilla, Lucas, and DiOrio) actively concealed the transfer of assets and the existence of the insurance policy from the new Highland Capital management independent board ("Independent Board"), apparently in order to prevent the Fund Counterparties from making a claim under the policy. Indeed, Leventon, who was directly involved in the transfers to Sentinel, was tasked with educating the Independent Board about UBS's claim and the assets potentially available to satisfy it. In response, Leventon delivered an extensive—but intentionally misleading—presentation to the Independent Board that said nothing about the August 2017 asset transfer and the Sentinel insurance policy and lied to Highland Capital regarding the Fund Counterparties' assets. Additionally, around the same time that Ellington and Leventon were hiding this secret insurance policy from the Independent Board, (i) Ellington charged the policy for personal expenses in excess of \$500,000 that bore no relation to the UBS litigation and provided no benefit whatsoever to the Fund Counterparties or Highland Capital; and (ii) Ellington and Leventon, among others, entered into agreements whereby Sentinel agreed to pay attorneys' fees and expenses they incurred in connection with Highland Capital's bankruptcy.

167. As a direct result of Ellington's and Leventon's fraudulent concealment of the transfers to Sentinel, Highland Capital inadvertently made factually inaccurate statements to the Bankruptcy Court and incurred millions of dollars in additional fees litigating (rather than settling) with UBS. In March 2021, after the policy was uncovered through Highland Capital's diligence (notwithstanding Ellington's and Leventon's cover-up), the CDO Fund made a claim on the policy. To date, Sentinel has refused to make any payments.

168. Daugherty communicated several times with members of the UBS team regarding his views of the value and location of their assets pursuant to his ongoing fiduciary duties under the 1940 Advisors Act. In addition, his countersuit against Highland Capital revealed numerous acts of fraud and breaches of fiduciary duty that caused damage to UBS. Dondero, Ellington, Leventon, Hurst, and Katz/HAK/DLAP embarked on a crusade to smear Daugherty and his counsel while filing numerous baseless show cause motions against him. In addition, Ashcroft was retained to conduct an independent “investigation” into the allegations made by Daugherty. Daugherty was never interviewed and not surprisingly, Ashcroft absolved Highland Capital in its report.

169. On February 10, 2020, the New York state court disagreed with the Ashcroft report and issued a judgment against the Highland Counterparties in connection with the phase one litigation in the principal amount of \$519,374,149, plus \$523,016,882.79 in prejudgment interest, for an overall judgment of \$1,042,391,031.79. Trial on UBS’s claims against Highland Capital was still pending when HCMLP filed for bankruptcy on October 16, 2019 (as discussed *infra*).

170. Once again, for these dubious legal services provided by Hurst, Katz/HAK/DLAP, on behalf of Highland Capital, Plaintiff was allocated the bill.

V. CAUSES OF ACTION

COUNT ONE: BREACH OF FIDUCIARY DUTY #1 – BUYOUT AND SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013 – THE BOARD MEMBER GROUP DEFENDANTS

171. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

172. Boyce, Britain, Dameris, Dougherty, Ellington³ and Honis (collectively, the

³ There is a dispute as to whether Ellington was ever properly a board member due to the timing of the “election”

“Board Member Group”) had a fiduciary relationship with Plaintiff as they served on the board of directors of Plaintiff.

173. The above described buy out and asset stripping scheme of 2013 was nothing more than a ruse to strip Plaintiff of its assets and its distributions for the benefit of Dondero, Okada, Boyce, Collins, Honis, Ellington, Leventon, Girard, and Waterhouse (collectively, “Highland Capital Officers and Employees Group”).

174. Plaintiff discovered in 2022 that Dameris began the scheme with Dondero in December 2012 to strip Plaintiff of its assets for no value by collaborating with Abrams & Bayliss to “.... offer everyone but the 1 a buyout....” Plaintiff but did not learn that Abrams & Bayliss was “Delaware Counsel” until 2022 invoices when some of the invoices were finally provided]

175. Further, Plaintiff discovered in 2022 that in January 2013, Abrams and Bayliss, Boyce, Britain, Ellington, Dameris, Honis, Hurst, Katz and HAK, discussed, coordinated, prepared and reviewed documents prepared for Plaintiff to execute the scheme to strip Plaintiff of its assets for no value and transfer those assets to Highland Capital for the benefit of Highland Capital and the Highland Capital Officers and Employees Group and the Defendant Trusts.

176. They revealed their culpability by racing to create broad releases and indemnifications rights for themselves on January 17, 2013, as they attempted to facilitate the buyout.

177. Plaintiff discovered in 2022 that after the buyout, Leventon and Goldsmith identified over \$14 million in assets and distribution transfers to Highland Capital and then Leventon lied under oath in multiple courts that such transfers of “non-certificated” limited partnership interests were simply not possible.

178. Further, Plaintiff discovered in 2022 that just prior to the Texas Litigation,

and thus whether his vote counts and if it did so when it counted; however, that notwithstanding he took actions as a board member and is thus included in this group.

Dondero, Ellington, Leventon, Hurst, Brown, Abrams & Bayliss, Katz/HAK colluded in December 2013 to manufacture false and misleading evidence that an escrow account was created to hold over \$3 million to be paid to Plaintiff upon final resolution of the Texas Litigation.

179. Plaintiff discovered in 2022 that Dameris concealed the value of Plaintiff's assets by saying to Highland Capital colleagues about one particular asset, "I hope he [Daugherty] does not find out about the parking garage deal value". During the Texas trial in 2014, Hurst, Brown and Dondero presented multiple lies about the timing and amount of the escrow to gain advantage for themselves by misleading the judge and jury. Dondero also lied when he testified at the Texas trial that the escrow assets "First go to HERA [Plaintiff]...." Dondero also lied when he testified that the delay caused in funding the escrow for Plaintiff was due to the illiquidity of the escrowed assets when no such assets were ever transferred to the escrow, and in fact the same assets were immediately transferred to Highland Capital purportedly in April 2013.

180. Plaintiff further discovered in 2022 that Abrams & Bayliss knew that Hurst and Brown stated false facts to the jury in the Texas Litigation regarding the assets in the escrow account and that they were falsely representing the contents therein. They also knew that "Highland is happy for Daugherty to be distracted by another front of warfare in Delaware while he is also fighting the appeal in Texas..... Playing obstructionist in Delaware and then filing the Texas bond after-the-fact if Daugherty seems to be succeeding might be fun for Highland, but I think it harms our credibility."

181. Plaintiff, discovered in 2022 that Miller of Abrams & Bayliss had the audacity to ask, "Do we look bad for claiming to hold non-monetary assets in escrow when on a day-to-day basis we have no idea what the status of these assets are? I personally am not looking forward to being deposed, even if I do know the questions ahead of time but will do it if I have to." Miller also acknowledged, "...although Highland doesn't seem to care what the Texas trial judge thinks

of it, does Highland lose credibility with the Texas court if the Texas court pierces the escrow account and finds HERA's previous representations that the funds being held in escrow were false?"

182. Moreover Plaintiff discovered in 2022 that later in 2014, Girard colluded with Abrams & Bayliss further to conceal the true value of the escrow assets on behalf of Plaintiff that were previously presented to the Texas Litigaiton jury so that Highland Capital could collect a "windfall."

183. During the Delaware litigation in 2019 Dondero testified at trial that he was relying on the advice of counsel, who are co-Defendants in this action, with respect to the buyout of all Plaintiff unit holders except Daugherty, the purported assignment of all assets from Plaintiff in 2013, and the taking of assets from Plaintiff in December 2016, all of which formed part of the fraud that was consummated in December 2016.

184. The Board Member Group breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporation's interest above the directors own by failing to evaluate the buyout offer for fairness.

185. The Board Member Group breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporation's interest above the directors own by failing to disclose all material facts about the buyout offer including that the board members were controlled by Highland Capital and that Boyce, Britain, and Honis were partners of Highland Capital.

186. The Board Member Group breached its fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporation's interest above the directors own by

knowing that the buyout offer had been tendered and doing nothing to assure full disclosure of the buyout offer.

187. The Board Member Group breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporation's interest above the directors own by doing nothing to challenge, and in fact facilitating, the Dondero-led buyout by Highland Capital and allowing a "creeping takeover" unobstructed by a standstill agreement or poison pill.

188. The Board Member Group breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation, duty to place the corporations interest above the directors own interest and the duty of the utmost good faith in the officers relations with the corporation by failing to require abstention from conflicted board members who were simultaneously partners and employees of Highland Capital and stood to gain by acquiring the assets of Plaintiff at a substantial discount.

189. The Board Member Group breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the directors own interest and the duty of the utmost good faith in the officers relations with the corporation by attempting to acquire broad releases and indemnifications rights for themselves to protect against liability caused by their breaching of fiduciary duties by allowing the buyout or creeping takeover to occur.

190. The Board Member Group breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporation's interest above the directors own interest and the duty of the utmost good faith in the officers relations with the corporation by

ignoring Plaintiff's existing governance at the time of the buyout, which prohibited a buyout or purchase by Highland Capital. The Board Member Group instead negotiated for their own individual buyout, abdicated their duties as board members, accepted the buyout, surrendered their rights in Preferred Units of Plaintiff pursuant to the terms of the Transfer Agreement, and automatically surrendered their positions as board members of Plaintiff leaving Plaintiff with no one except Abrams & Bayliss, Hurst, Brown, Katz, Andrews Kurth, Highland Capital Officers and Employees Group to conduct its affairs.

191. The Board Member Group breached their fiduciary duties to Plaintiff specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the directors own interest and the duty of the utmost good faith in the officers relations with the corporation by participating in a scheme to strip Plaintiff of its assets pursuant to the April 2013 assignment of substantially all of Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis.

192. The Board Member Group breached its fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the directors own interest and the duty of the utmost good faith in the officers relations with the corporation by participating in the 2013 asset stripping scheme that left Plaintiff insolvent and unable to pay its expenses and debts.

193. The Board Member Group breached its fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the directors own interest and the duty of the utmost good faith in the officers relations with the corporation by causing Plaintiff to incur unnecessary legal expenses so that Dondero could use Plaintiff's

relationship with Daugherty to exact his vengeance on Daugherty.

194. The Board Member Group breached its fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporation's interest above the directors own interest and the duty of the utmost good faith in the officers relations with the corporation by allocating legal expenses incurred by Highland Capital to Plaintiff.

195. The Board Member Group's breaches proximately caused injury to Plaintiff in forcing it to lose all of its assets and incur unnecessary legal expenses by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff.

COUNT TWO: BREACH OF FIDUCIARY DUTY #2 – BUYOUT AND SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013 – DONDERO ERA MANAGEMENT DEFENDANTS

196. Dondero and his alter ego, Highland ERA Management, LLC ("ERA" and together, "Dondero ERA Management")⁴ had a fiduciary relationship with Plaintiff in February 2013. ERA was a limited liability company created by Dondero, as President, in collaboration with Surgent, Dameris, Ellington, Leventon, Surgent, Abrams & Bayliss, Hurst, Katz/HAK, Boyce, Britain and Honis purportedly to serve as the sole general partner and manager of Plaintiff after the Board Member Group vacated their director positions.

197. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and managers relations with the corporation when they purported to implement an action by written consent in February 2013 that allocated 93% of Highland Capital's expenses related to the Highland Capital v.

⁴ ERA Management is not a party to this lawsuit as it is also an entity that Daugherty obtained control of from the Delaware settlement.

Daugherty litigation to Plaintiff that ultimately benefited Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis.

198. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager relations with the corporation by failing to require abstention from conflicted Dondero ERA Management who were simultaneously President and managing partner at Highland Capital and President, Manager and general partner at Plaintiff in February 2013, when they implemented an action by consent that allocated 93% of Highland Capital's expenses related to the Highland Capital v. Daugherty litigation to Plaintiff that ultimately benefited Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis.

199. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and managers relations with the corporation by attempting to acquire broad releases and indemnification rights for themselves in 2013 to protect against liability caused by their breaching of fiduciary duties in allowing the asset transfer to occur, the expense allocation to occur, the unnecessary legal expenses to occur, and the costs associated with the fraudulent escrow account.

200. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by failing to require abstention from conflicted Dondero ERA Management who

were attempting to acquire broad releases and indemnifications rights for themselves in 2013 to protect against liability caused by their breaching of fiduciary duties in allowing the asset transfer to occur, the expense allocation to occur, the unnecessary legal expenses to occur, and the costs associated with the fraudulent escrow account.

201. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by participating in a scheme that was designed to strip Plaintiff of its assets pursuant to the April 2013 assignment of substantially all of Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis.

202. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by failing to require abstention from conflicted Dondero ERA Management who were participating in a scheme that was designed to strip Plaintiff of its assets pursuant to the April 2013 assignment of substantially all of Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis.

203. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by participating in the 2013 asset stripping scheme that left Plaintiff insolvent and unable to pay its expenses and debts.

204. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporation's interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by allocating legal expenses incurred by Highland Capital to Plaintiff.

205. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by double allocating legal expenses to Plaintiff that were incurred by Highland Capital and repaid by Daugherty.

206. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by approving or signing accounting statements and tax returns from 2013 to 2022 that transferred substantially all of Plaintiff's assets to Highland Capital, falsely allocated Highland Capital expenses to Plaintiff, and falsely recognized loan obligations back to Highland Capital.

207. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by falsely representing to be the President and manager of Plaintiff while secretly

concealing the documentation and governance documents that proved they had no legitimate authority for the purpose of legitimizing and effectuating the Dondero scheme to transfer Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

208. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation when they collaborated with Brown, Hurst, Katz/HAK, Abrams & Bayliss, Dondero, Ellington, and Leventon to conceive and falsify misleading evidence that was presented to a judge and Texas jury to represent that certain assets transferred from Plaintiff in April 2013 were held in an escrow account as of December 2013.

209. Dondero ERA Management's breaches proximately caused injury to Plaintiff in forcing Plaintiff to lose all of its assets and incur unnecessary legal expenses by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff.

COUNT THREE: BREACH OF FIDUCIARY DUTY #3 – BUYOUT AND SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013 – HIGHLAND CAPITAL OFFICERS AND EMPLOYEES DEFENDANTS

210. Plaintiff had fiduciary duty relationships with Dondero, Okada, Boyce, Collins, Honis, Ellington, Leventon, Girard, and Waterhouse (collectively, "Highland Capital Officers and Employees Group"). This fiduciary relationship arose out of the long relationship between the Highland Capital Officers and Employees Group and the Plaintiff whereby Plaintiff relied on the Highland Capital Officers and Employees Group to act in its best interest. Similarly, the fiduciary relationship arises as a result of the dominance on the part of the Highland Capital Officers and Employees Group compared to the weakness and dependence on the part of the Plaintiff.

211. Highland Capital Officers and Employees Group breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing and the duty of full disclosure, by failing to protect it from having its assets stripped and instead facilitating the transfer of those assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

212. Highland Capital Officers and Employees Group breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing and the duty of full disclosure by participating in the 2013 asset stripping scheme that left Plaintiff insolvent and unable to pay its expenses and debts.

213. Highland Capital Officers and Employees Group breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing and the duty of full disclosure by allocating legal expenses incurred by Highland Capital to Plaintiff.

214. Highland Capital Officers and Employees Group breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing and the duty of full disclosure by double allocating legal expenses to Plaintiff that were incurred by Highland Capital and repaid by Daugherty.

215. Highland Capital Officers and Employees Group breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing and the duty of full disclosure by ostensibly providing legal services to Plaintiff that were in actuality for the benefit of Highland Capital to develop and execute a scheme to strip Plaintiff of its assets

and transfer them Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

216. Highland Capital Officers and Employees Group breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing and the duty of full disclosure by secretly concealing the documentation and governance documents that proved they had no legitimate authority for the purpose of legitimizing and effectuating the Dondero scheme to transfer Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

217. Highland Capital Officers and Employees Group breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing and the duty of full disclosure by serving in the capacity as advisors to Plaintiff in addition to that of its largest investment, Restoration Capital Partners, LP, along with investments in Highland Capital Real Estate Fund, L.P., Sugar Land Project, LLC, HCREA Nolen Drive, L.P. HE MEZZ KR, LLC., HCREA Trimarchi of North Dallas, L.P., CHS Electronics, Inc., HE Capital KR, LLC. And HYSKY Communications, Inc. and allowing Plaintiff's assets to be transferred to Highland Capital in April 2013 for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

218. Highland Capital Officers and Employees Group breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing and the duty of full disclosure by allocating legal expenses incurred by Highland Capital to Plaintiff.

219. Highland Capital Officers and Employees Group breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain

221. Highland Capital Officers and Employees Group breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing and the duty of full disclosure by wrongfully participating in and coordinating the 2013 assignment of substantially all of Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

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223. Highland Capital Officers and Employees Group breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing and the duty of full disclosure when they collaborated with Brown, Hurst, and Surgent to conceive and falsify misleading evidence that was presented to a judge and Texas jury to represent that certain assets transferred from Plaintiff in April 2013 were held in an escrow account as of April 2013.

224. Highland Capital Officers and Employees Group breaches proximately caused injury to Plaintiff in forcing Plaintiff to lose all of its assets and incur unnecessary legal expenses by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff.

COUNT FOUR: BREACH OF FIDUCIARY DUTY #4 – BUYOUT AND SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013 – OUTSIDE LEGAL PROVIDERS GROUP #1 DEFENDANTS

225. Abrams & Bayliss, Hurst and Katz/HAK (collectively, “Outside Legal Providers Group #1”) had a fiduciary relationship with Plaintiff in that they acted as attorneys for and provided legal services to Plaintiff.

226. Abrams & Bayliss stated in its engagement letter, “You are engaging us solely to provide civil litigation and related services in connection with the civil action pending in the District Court of Dallas County, Texas, styled Highland Capital Management, L.P. v. Daugherty, No. 12-04005. We refer to our advice with respect to this matter as the ‘Representation.’ Our engagement is limited to the Representation. We are not acting as your counsel generally or on other matters. We are engaged to represent you as your exclusive Delaware counsel in connection with the Representation. With respect to entities or persons generally affiliated or associated with you, including entities owned by or otherwise related to you, you agree that the Firm is not being asked to provide, and will not be providing, legal advice to, or establishing an attorney-client relationship with, any such affiliated entity or person in his, her, or its individual

capacity and will not be expected to do so unless the Firm has been asked and has specifically agreed to do so in writing. Additionally, although in the course of our Representation we may receive or provide information or advice from or to your affiliates, associates, agents, or employees, our engagement is to represent you and not any of your affiliates, associates, agents, or employees.”

227. Abrams & Bayliss further stated, “We understand that you have retained Gruber Hurst Johansen Hail Shank LLP (‘Gruber Hurst’) with respect to matters related to the Representation. We expect to consult with Gruber Hurst, and you have confirmed that we may rely on instructions given and information provided by Gruber Hurst as to all matters involving the Representation and that, absent written notice from you, we may take direction from Gruber Hurst as if provided directly by you.” Hurst and Brown were the lead attorneys at Gruber Hurst that provided legal services to and invoiced Plaintiff.

228. The civil litigation in Texas pertaining to Plaintiff was limited to the breach of its implied duty of good faith and fair dealing with regard to the damages to Daugherty’s interest in Plaintiff caused by the implementation of Article XII Dispute Resolution of the Second Amended and Restated Limited Liability Company Agreement of Highland Employee Retention Assets, LLC on February 16, 2012 where the jury determined such bad faith actions to have caused a diminution in Daugherty’s interests⁵

229. Importantly, the Texas Litigation against Plaintiff did not include actions against or on behalf of Highland Capital or Sierra Verde, nor did it include corporate actions based on asset transfers.

230. Katz/HAK purported to represent Plaintiff in Delaware Court through 2017 up until the Highland Capital bankruptcy filing in 2019.

⁵ . The Texas Litigation was limited to claims against Plaintiff board members Boyce and Britain for involvement in Second Amended and Restated Limited Liability Company Agreement of Highland Employee Assets, LLC.

231. Outside Legal Providers Group #1 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest when they developed, advised and assisted the implementation of the Dondero scheme to deprive Daugherty of his interests in Plaintiff's assets in 2013 by stripping Plaintiff of all its assets and transferring them to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

232. Outside Legal Providers Group #1 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest when they developed, advised and assisted the implementation of the Dondero scheme to deprive Daugherty of his interests in Plaintiff's assets in 2013 that transferred substantially all of Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

233. Outside Legal Providers Group #1 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest when it prepared, revised and distributed certain documents designed to strip Plaintiff of all its assets and assist the board members in shielding their liability. Those documents include but are not limited to:

- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 18, 2013 – Regarding approving a

resolution to transfer of Series A Preferred units to Highland Capital in violation of Article IX, and accepting Highland Capitals offer to purchase in violation of Section 5.2(b)(ii).

- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 17, 2013 – Regarding approving amendment to Article VIII – Expanded indemnification for board members;
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 17, 2013 – Regarding removing of Joseph Dougherty as board member and replacing him with Scott Ellington;
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 17, 2013 – Regarding removal of Walia as board member and approving Amendment;
- AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HIGHLAND EMPLOYEE RETENTION ASSET, LLC – Dated January 17, 2013, to add Ellington to board, remove Walia from board and reduce board size to five members by Boyce, Britain, Dameris, Honis and Ellington;
- SECOND AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HIGHLAND EMPLOYEE RETENTION ASSET, LLC – Dated January 17, 2013, purporting to amend ARTICLE VIII in its entirety and provide the self-dealing board members with broad indemnification for the bad conduct they just participated in.
- THIRD AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HIGHLAND EMPLOYEE RETENTION ASSET, LLC – Dated January 18, 2013, purporting to amend section 5.1 and 5.2. to allow assignment to Highland capital.

- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HOLDERS OF SERIES A PREFERRED - Effective as of January 18, 2013 – purporting to consent to the Amendment for ARTICLE VIII modification to grant broad releases to the board that just ignored their fiduciary duties.
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HOLDERS OF SERIES A PREFERRED - Effective as of January 18, 2013 – purporting to consent to the Amendment Section 5.1 and 5.2 modification to alter board member service requirements and approve recommendation of assignment of preferred units to Highland Capital.
- TRANSFER AGREEMENT – for the buyout and release of claims against Plaintiff.
- OFFER TO PURCHASE – dated January 15, 2013, with recommendation for dispute reserve and fairness opinion that did not happen.
- TRANSFER AGREEMENT – for the buyout and release of claims against Plaintiff.
- OFFER TO PURCHASE – dated January 15, 2013 with recommendation for dispute reserve and fairness opinion that did not happen.
- THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HIGHLAND EMPLOYEE RETENTION ASSET, LLC – Dated February 1, 2013, regarding allocation of Highland Capital’s legal expenses to Plaintiff.
- EXPENSE ALLOCATION AGREEMENT – Dated February 1, 2013, regarding allocation of Highland Capital’s legal expenses to Plaintiff.
- WRITTEN CONSENT OF MANAGER - Effective as of February 1, 2013 – regarding allocation of Highland Capital’s legal expenses to Plaintiff.

234. Outside Legal Providers Group #1 breached their fiduciary duties to Plaintiff, specifically the duty to represent Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly

honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest when they failed to inform all of Plaintiff's board members of their fiduciary duties to Plaintiff regarding the buyout and subsequent transfer of assets in 2013 to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

235. Outside Legal Providers Group #1 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest by failing to protect Plaintiff from having its assets stripped in 2013 and instead facilitating the transfer of those assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

236. Outside Legal Providers Group #1 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest by participating in the 2013 asset stripping scheme that left Plaintiff insolvent and unable to pay its expenses and debts.

237. Outside Legal Providers Group #1 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest when they knew their legal expenses incurred on behalf of Highland Capital were allocated to Plaintiff.

238. Outside Legal Providers Group #1 breached their fiduciary duties to Plaintiff,

specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest by presenting evidence of invoices they attributed to legal costs regarding the Texas Litigation and then later presenting evidence while defending Plaintiff in the Daugherty v. Highland Employee Retention Asset, LLC trial in Delaware to justify the transfer of Plaintiff's assets to Highland pursuant to an expense allocation agreement that allocated those same invoices to Plaintiff despite knowing that Daugherty had already paid the invoices submitted in the Texas Litigation – double dipping their legal expenses and concealing that Daugherty had already reimbursed Highland Capital for the invoices presented at the Texas Litigation.

239. Outside Legal Providers Group #1 breached their fiduciary duties to Plaintiff, specifically the duty to represent Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest by wrongfully participating in and coordinating the 2013 assignment of substantially all of Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

240. Outside Legal Providers Group #1 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest when they collaborated to conceive and falsify misleading evidence that was presented to a judge and Texas jury to represent that certain assets transferred from Plaintiff in April 2013 were held in an escrow account as of

December 2013.

241. Outside Legal Providers Group #1 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest when they caused Plaintiff to incur unnecessary legal expenses by invoicing and/or allocating to Plaintiff legal expenses that were actually for the benefit of Highland Capital, including but not limited to unrelated third-party employee harassment and separation agreement matters, defense matters concerning Sierra Verde, Dondero and Okada, issues concerning their interests in the Acis Capital Bankruptcy, litigation against the Wall Street Journal for unflattering articles, press spin communications, a multitude of discrete legal actions on behalf of Highland Capital against Daugherty, and to pursue Dondero's various vendettas against former employees Terry and Daugherty, including but not limited to Highland Capital's numerous failed attempts to have Daugherty held in contempt and incarcerated for fabricated violations of a since vacated injunction while almost \$30,000 in donations were funneled to the presiding judge from Katz, Hurst, Ellington, Leventon, Sevilla, DiOrio and Crystal Jameson Woods (counsel at Hutton Andrews Kurth and DLA Piper on behalf of Plaintiff).

242. Outside Legal Providers Group #1 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest when it knowingly double allocated invoices to both Plaintiff and Highland Capital while representing to the Delaware Court that they were allocated to Plaintiff.

243. Outside Legal Providers Group #1 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest by causing Plaintiff to incur unnecessary legal expenses by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff.

244. Outside Legal Providers Group #1's breaches proximately caused injury to the Plaintiff and/or resulted in a benefit to the Defendants.

**COUNT FIVE: BREACH OF FIDUCIARY DUTY #5 –TRANSFER OF ESCROW ASSETS
2016- DONDERO ERA MANAGEMENT DEFENDANTS**

245. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

246. Dondero and his alter ego, Highland ERA Management, LLC ("ERA" and together, "Dondero ERA Management") had a fiduciary relationship with Plaintiff in December 2016. ERA was a limited liability company created by Dondero, as President, in collaboration with Ellington, Leventon, Surgent, Abrams & Bayliss, Hurst, Katz/HAK, and Hutton Andrews Kurth purportedly to serve as the sole general partner and manager of Plaintiff after the Board Member Group vacated their director positions.

247. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by participating in a new December 2016 scheme that was designed to strip Plaintiff of its remaining assets in an escrow account including a valuable interest in Highland Restoration Partners fund, cash, and shares in NexPoint Credit strategies fund . These interests

were assigned to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Hunter Mountain Trust, Ellington and Honis.

248. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by failing to require abstention from conflicted Dondero ERA Management, who were participating in a scheme that was designed to strip Plaintiff of its remaining assets in escrow pursuant to the December 2016 assignment of substantially all of Plaintiff's remaining assets to Highland Capital Highland Capital for the benefit of Highland Capital, Dondero and his trusts, Okada and his trusts, Hunter Mountain Trust, Ellington, and Honis.

249. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by participating in the 2016 escrow stripping scheme that left Plaintiff insolvent and unable to pay its expenses and debts.

250. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by allocating legal expenses incurred by Highland Capital to Plaintiff.

251. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's

own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by double allocating legal expenses to Plaintiff that were incurred by Highland Capital and repaid by Daugherty.

252. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by approving or signing false accounting statements and tax returns from 2013 to 2022 that transferred substantially all of Plaintiff's assets to Highland Capital, falsely allocated Highland Capital expenses to Plaintiff, falsely recognized loan obligations back to Highland Capital.

253. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by failing to evaluate the fairness of a transfer on behalf of all preferred unit holders of Plaintiff.

254. Dondero ERA Management breached their fiduciary duties to Plaintiff, specifically the duty of due care, duty of loyalty, duty to use uncorrupted business judgment for the sole benefit of the corporation and duty to place the corporations interest above the manager's own interest and the duty of the utmost good faith in the officers and manager's relations with the corporation by ignoring Plaintiff's existing governance at the time of the transfers that prohibited substantial assets transfers without amendment.

255. Dondero ERA Management's breaches proximately caused injury to Plaintiff in forcing Plaintiff to lose all of its assets and incur unnecessary legal expenses by involving Plaintiff

in their scheme to deprive Daugherty of his interests in Plaintiff.

**COUNT SIX: BREACH OF FIDUCIARY DUTY #6 –TRANSFER OF ESCROW ASSETS
2016- HIGHLAND CAPITAL OFFICERS AND EMPLOYEES GROUP**

256. Plaintiff had fiduciary duty relationships with Highland Capital Officers and Employees Group. This fiduciary relationship arose out of the long relationship between the Highland Capital Officers and Employees Group and the Plaintiff whereby Plaintiff relied on the Highland Capital Officers and Employees Group to act in its best interest. Similarly, the fiduciary relationship arises as a result of the dominance on the part of the Highland Capital Officers and Employees Group and the weakness and dependence on the part of the Plaintiff.

257. Dondero, Ellington, and Leventon testified that services were provided to Plaintiff under a Blanket Agreement. Highland Capital Officers and Employees Group provided management, administration, legal, accounting, tax, administration, and implementation services creating fiduciary relationship with Plaintiff.

258. Okada, as Chief Investment Officer, testified about the importance of transparency, trust, alignment of interest and putting the client first. None of those virtues were practiced with regard to the transfer of assets from the escrow account in December 2016.

259. Highland Capital Officers and Employees Group breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing and the duty of full disclosure by failing to protect it from having its remaining assets stripped from the escrow and instead facilitating the transfer of those assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Hunter Mountain, Ellington and Honis.

260. Highland Capital Officers and Employees Group breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing and the duty of full disclosure by participating in the 2016 remaining asset stripping scheme that left

Plaintiff insolvent and unable to pay its expenses and debts.

261. Highland Capital Officers and Employees Group breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing and the duty of full disclosure by allocating legal expenses incurred by Highland Capital to Plaintiff.

262. Highland Capital Officers and Employees Group breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing and the duty of full disclosure by double allocating legal expenses to Plaintiff that were incurred by Highland Capital and repaid by Daugherty.

263. Ellington, Leventon and Girard breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing, the duty of full disclosure, duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest by ostensibly providing legal services to Plaintiff that were in actuality for the benefit of Highland Capital to develop and execute a scheme to strip Plaintiff of its remaining escrow assets and transfer them to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Hunter Mountain, Ellington and Honis.

264. Dondero, Okada and Honis breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing, the duty of full disclosure by serving in the capacity as advisors to Plaintiff in addition to that of its largest investment,

Restoration Capital Partners, and allowing Plaintiff's remaining escrow assets to be transferred to Highland Capital in December 2016 for the benefit of Dondero and his trusts, Okada and his trusts, Hunter Mountain, Ellington and Honis.

265. Collins breached his fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing, the duty of full disclosure by serving in the capacity as administrator, implementor and executor to effectuate the stripping of the remaining assets from the escrow in December 2016 and the transfer of those assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Hunter Mountain, Ellington and Honis.

266. Waterhouse and Leventon breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing, the duty of full disclosure by preparing, allocating, approving and/or signing accounting statements and tax returns from 2013 to 2022 that transferred substantially all of Plaintiff's assets to Highland Capital, falsely allocated Highland Capital expenses to Plaintiff, wrongly failed to indicate payments made by Daugherty and falsely recognized loan obligations back to Highland Capital.

267. Ellington, Leventon and Girard breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing, the duty of full disclosure by wrongfully participating in and coordinating the 2016 assignment of substantially all of Plaintiff's assets to Highland Capital for the benefit of Highland Capital, Dondero and his trusts, Okada and his trusts, Hunter Mountain, Ellington and Honis.

268. Ellington, Leventon and Girard breached their fiduciary duties to Plaintiff, specifically the duty of loyalty and utmost good faith, duty of candor, duty to refrain from self-

dealing, duty to act with integrity of the strictest kind, duty of honest fair dealing, the duty of full disclosure when they collaborated with outside counsel Katz/HAK, and Abrams & Bayliss in December 2016 to transfer Plaintiff's remaining assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Hunter Mountain, Ellington and Honis.

269. Highland Capital Officers and Employees Group's breaches proximately caused injury to Plaintiff in forcing Plaintiff to lose all of its assets and incur unnecessary legal expenses by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff.

COUNT SEVEN: BREACH OF FIDUCIARY DUTY #7 -TRANSFER OF ESCROW ASSETS 2016- OUTSIDE LEGAL PROVIDERS GROUP #2 DEFENDANTS

270. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth below.

271. Abrams & Bayliss, Hurst, Katz/HAK and Brown (collectively, "Outside Legal Providers Group #2") had a fiduciary relationship with Plaintiff in that they acted as attorneys for and provided legal.

272. Outside Legal Providers Group #2 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest when they developed, advised and assisted the implementation of the Dondero scheme that transferred Plaintiff's remaining assets from escrow in 2016 to Highland Capital for the benefit of Highland Capital, Dondero and his trusts, Okada and his trusts, Hunter Mountain, Ellington, and Honis.

273. Outside Legal Providers Group #2 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation,

and the duty to timely inform Plaintiff of conflict of interest when they failed to inform Plaintiff's managers of their duties to Plaintiff regarding the escrow assets and subsequent transfer of assets to Highland Capital for the benefit of Highland Capital, Dondero and his trusts, Okada and his trusts, Hunter Mountain, Ellington and Honis despite performing legal analysis of the previous board members' breach of fiduciary duty to Plaintiff and its unit holders on December 2016.

274. Outside Legal Providers Group #2 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest when they collaborated with Ellington, Leventon and Girard in December 2016 to transfer Plaintiff's remaining assets to Highland Capital for the benefit of Highland Capital, Dondero and his trusts, Okada and his trusts, Hunter Mountain, Ellington and Honis.

275. Outside Legal Providers Group #2 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest by knowing their invoices were being double allocated to both Plaintiff and Highland Capital while representing to the Delaware Court that they were allocated to Plaintiff.

276. Outside Legal Providers Group #2 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest when they caused Plaintiff to incur

unnecessary legal expenses by invoicing and/or allocating to Plaintiff legal expenses that were for the benefit of Highland Capital for matters concerning Josh Terry, the Acis Capital Bankruptcy, Highland Capital claims against Daugherty including but not limited to numerous failed attempts to have Daugherty held in contempt and incarcerated for fabricated violations of the an injunction for the benefit of Highland Capital to prevent Daugherty from disclosing Highland Capital's confidential information (the injunction was subsequently vacated pursuant to Daugherty's bankruptcy court approved settlement with Highland Capital).

277. Hurst and Brown breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest when they represented and invoiced Plaintiff in the Texas litigation with Daugherty for services provided on behalf of Highland Capital. In 2014, Daugherty won a judgment in the Texas litigation against Plaintiff that was defended by Hurst and Brown for breach of good faith and fair dealing with regards to the implementation of the Second Amended and Restated Limited Liability Operating Agreement of Highland Employee Retention Assets, LLC that resulted in an award of approximately \$5 million in damages and interest against Plaintiff. However, Hurst and Brown invoiced Plaintiff for services rendered on behalf of Highland Capital before and after the Texas Litigation.

278. Outside Legal Providers Group #2 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest by participating in the 2016 remaining asset stripping scheme that left Plaintiff insolvent and unable to pay its expenses and

debts.

279. Outside Legal Providers Group #2 breached their fiduciary duties to Plaintiff, specifically the duty to represent the Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest by knowing Daugherty had paid over \$3.1 million in payment to Highland Capital for its legal invoices that were subsequently presented to the Delaware court as unpaid legal obligations on behalf of Plaintiff. Additionally, invoices were being double allocated to both Plaintiff and Highland Capital while they represented to the Delaware Court that they were allocated to Plaintiff.

280. Outside Legal Providers Group #2's breaches proximately caused injury to Plaintiff and/or resulted in a benefit to the Defendants.

COUNT EIGHT: BREACH OF CONTRACT #1 -- BUYOUT AND SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013 -- BOARD MEMBER GROUP DEFENDANTS

281. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth below.

282. The Board Member Group had a valid, enforceable contract with Plaintiff. Plaintiff is the proper party to bring suit for breach of the contract. Plaintiff performed, tendered performance of, or was excused from performing its contractual obligations.

283. Pursuant to Section 5.1 and 5.2 of the Second Amended and Restated Limited Liability Company Agreement of Highland Employee Retention Assets, LLC (the "HERA Company Agreement"), The Board Member Group agreed to operate Plaintiff and its business Section 2.1 Purpose to hold and receive assets.

284. The Board Member Group breached its contractual obligations under Section 2.1 to receive and hold assets and instead participated and/or acquiesced to a scheme that stripped Plaintiff of its assets for no value and sent those assets to Highland Capital for the benefit of

Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

285. The Board Member Group breached its contractual obligations under Section 3.4 to maintain Capital Accounts pursuant to the terms of 3.4.(a)(i)-(iv) as they participated and/or acquiesced to a scheme to misallocate expenses, net income, and net losses to individual member Capital Accounts.

286. The Board Member Group breached its contractual obligations under Section 3.5 to maintain allocate Net Income and Net Loss pro rata in accordance with each vested Series A Preferred Unit holders Capital Account balance as they participated and/or acquiesced to a scheme to misallocate expenses, net income, and net losses to individual member Capital Accounts.

287. The Board Member Group breached its contractual obligations under Section 4.1 by participating or acquiescing to a scheme that allowed distributions to be made of all of Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

288. The Board Member Group breached its contractual obligations under Section 5.2 (b)(iv) to Plaintiff by not obtaining prior affirmative vote or written consent of at least 75% of the members of the Board to make the purported amendments, alterations, changes and/or repeals to the purported in the January 17, 2013 and January 18, 2013 governance actions by amendment and/or written consent pursuant to the HERA Company Agreement. Such actions include but are not limited to the following:

- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 17, 2013 – Regarding expenses;
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 17, 2013 –

Regarding transfer of Joseph Dougherty Preferred Units to Highland Capital;

- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 17, 2013 – Regarding removing of Joseph Dougherty as board member and replacing him with Scott Ellington;
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 17, 2013 – Regarding removal of Walia as board member and approving Amendment;
- AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HIGHLAND EMPLOYEE RETENTION ASSET, LLC – Dated January 17, 2013, to add Ellington to board, remove Walia from board and reduce board size to five members by Boyce, Britain, Dameris, Honis and Ellington;
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 17, 2013 – Regarding approving amendment to Article VIII – Expanded indemnification for board signed by Boyce, Britain, Dameris, Honis and Ellington;
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 18, 2013 – Regarding approving a resolution to transfer of Series A Preferred units to Highland Capital in violation of Article IX, and accepting Highland Capitals offer to purchase in violation of Section 5.2(b)(ii).
- THIRD AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HIGHLAND EMPLOYEE RETENTION ASSET, LLC – Dated January 18, 2013, purporting

to amend section 5.1 and 5.2.

- SECOND AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HIGHLAND EMPLOYEE RETENTION ASSET, LLC – Dated January 17, 2013, purporting to amend ARTICLE VIII in its entirety and provide the self-dealing board members with broad indemnification for the bad conduct they just participated.
- TRANSFER AGREEMENT – for the buyout and release of claims against Plaintiff.
- OFFER TO PURCHASE – dated January 15, 2013 with recommendation for dispute reserve and fairness opinion that did not happen.
- THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HIGHLAND EMPLOYEE RETENTION ASSET, LLC – Dated February 1, 2013, regarding allocation of Highland Capital's legal expenses to Plaintiff.
- EXPENSE ALLOCATION AGREEMENT – Dated February 1, 2013, regarding allocation of Highland Capital's legal expenses to Plaintiff.
- WRITTEN CONSENT OF MANAGER - Effective as of February 1, 2013 – regarding allocation of Highland Capital's legal expenses to Plaintiff.

289. The Board Member Group breached its contractual obligations under Section 5.6 to Plaintiff by causing it to prepare false tax returns that improperly reflected the preferred unit holders share of income, loss, credit, and deductions.

290. The Board Member Group breached its contractual obligations under ARTICLE IX by allowing the preferred units to be assigned to Highland Capital for the benefit of Dondero and his trusts, Okada and his trust, Boyce, Britain, and Honis.

291. The Board Member Group breached its contractual obligations to Plaintiff under

Section 11.1 by ignoring its obligation of Separateness and Operations by:

- 11.1(a)(i) and (ii) not solely holding assets for distribution to former employees of Highland Capital, and not distributing the proceeds of Retention Assets pursuant to the terms of the Series A Preferred Units of the Plaintiff
- 11.1(b) allowing the Plaintiffs assets to be listed on the books of another entity, Highland Capital's for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis.
- 11.1(d) allowing its funds to be commingled with affiliates, Highland Capital's for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis.
- 11.1(e) allowing the Plaintiff to be obligated for Highland Capital's legal expenses and holding Plaintiff out as responsible to pay Highland Capital's legal expenses for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis.
- 11.1(f) failing to allocate expenses to Plaintiff in a fair and reasonable manner.
- 11.1(g) failing to hold regular board meetings.
- 11.1(h) limiting the Plaintiff to paying its own liabilities and expenses to the benefit of Highland Capital and Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis.

292. The Board Member Group's breaches caused Plaintiff injury.

**COUNT NINE: IMPLIED DUTIES OF GOOD FAITH AND FAIR DEALING #1 --
BUYOUT AND SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013 – BOARD
MEMBER GROUP DEFENDANTS**

293. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth below.

294. The Board Member Group owed Plaintiff an implied duty of good faith and fair

dealing due to their contractual relationship.

295. The Board Member Group and Plaintiff did not consider at the time of contracting that the Board Member Group would allow Plaintiff's assets to be stripped and transferred to Highland Capital in April 2013 for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis for no value. The Board Member Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, The Board Member Group breached their implied duty of good faith and fair dealing to Plaintiff by failing to protect it from having its assets stripped and instead facilitating the transfer of those assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis for no value.

296. The Board Member Group and Plaintiff did not consider at the time of contracting that The Board Member Group would allow Plaintiff's assets to be stripped leaving Plaintiff insolvent and unable to pay its expenses and debts. The Board Member Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, the Board Member Group breached their implied duty of good faith and fair dealing by participating in the 2013 asset stripping scheme that left Plaintiff insolvent and unable to pay its expenses and debts.

297. The Board Member Group and Plaintiff did not consider at the time of contracting that The Board Member Group would allocate Highland Capital's legal expenses to Plaintiff (including those already repaid by Daugherty). The Board Member Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, The Board Member Group breached their implied duty of good faith and fair dealing by allocating legal expenses incurred by Highland Capital to Plaintiff.

298. The Board Member Group and Plaintiff did not consider at the time of contracting that The Board Member Group would double allocate legal expenses to Plaintiff that were incurred by Highland Capital and repaid by Daugherty. The Board Member Group and Plaintiff

would have prohibited such conduct if the parties had considered it. Accordingly, The Board Member Group breached their implied duty of good faith and fair dealing by double allocating legal expenses to Plaintiff that were incurred by Highland Capital and repaid by Daugherty.

299. The Board Member Group and Plaintiff did not consider at the time of contracting that The Board Member Group would participate in preparing, revising, and distributing certain documents designed to strip Plaintiff of all its assets and assist the board members in shielding their liability by doing so. The Board Member Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, The Board Member Group breached their implied duty of good faith and fair dealing to Plaintiff when they participated in preparing, revising, and distributing certain documents designed to strip Plaintiff of all its assets and assist the board members in shielding their liability. Those documents include but are not limited to:

- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 18, 2013 – Regarding approving a resolution to transfer of Series A Preferred units to Highland Capital in violation of Article IX, and accepting Highland Capitals offer to purchase in violation of Section 5.2(b)(ii).
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 17, 2013 – Regarding approving amendment to Article VIII – Expanded indemnification for board;
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 17, 2013 – Regarding removing of Joseph Dougherty as board member and replacing him with Scott Ellington;
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 17, 2013 – Regarding removal of Walia as board member and approving Amendment;

- AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HIGHLAND EMPLOYEE RETENTION ASSET, LLC – Dated January 17, 2013, to add Ellington to board, remove Walia from board and reduce board size to five members by Boyce, Britain, Dameris, Honis and Ellington;
- SECOND AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HIGHLAND EMPLOYEE RETENTION ASSET, LLC – Dated January 17, 2013, purporting to amend ARTICLE VIII in its entirety and provide the self-dealing board members with broad indemnification for the bad conduct they just participated in.
- THIRD AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HIGHLAND EMPLOYEE RETENTION ASSET, LLC – Dated January 18, 2013, purporting to amend section 5.1 and 5.2. to allow assignment to Highland capital.
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HOLDERS OF SERIES A PREFERRED - Effective as of January 18, 2013 – purporting to consent to the Amendment for ARTICLE VIII modification to grant broad releases to the board that just ignored their fiduciary duties at the advice of A&B and Hurst and Brown.
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HOLDERS OF SERIES A PREFERRED - Effective as of January 18, 2013 – purporting to consent to the Amendment Section 5.1 and 5.2 modification to alter board member service requirements and approve recommendation of assignment of preferred units to Highland Capital.
- TRANSFER AGREEMENT – for the buyout and release of claims against Plaintiff.
- OFFER TO PURCHASE – dated January 15, 2013 with recommendation for dispute reserve and fairness opinion that did not happen.

- THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HIGHLAND EMPLOYEE RETENTION ASSET, LLC – Dated February 1, 2013, regarding allocation of Highland Capital’s legal expenses to Plaintiff.
- EXPENSE ALLOCATION AGREEMENT – Dated February 1, 2013, regarding allocation of Highland Capital’s legal expenses to Plaintiff.
- WRITTEN CONSENT OF MANAGER - Effective as of February 1, 2013 – regarding allocation of Highland Capital’s legal expenses to Plaintiff.

300. The Board Member Group and Plaintiff did not consider at the time of contracting that The Board Member Group would participate in preparing, allocating, approving, or signing false accounting statements and tax returns that purported to transfer all of Plaintiff’s assets to Highland Capital, falsely allocate Highland Capital expenses to Plaintiff, and falsely allocate loan obligations back to Highland Capital. The Board Member Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, The Board Member Group breached their implied duty of good faith and fair dealing to Plaintiff by participating in preparing, allocating, approving, or signing false accounting statements and tax returns that purported to transfer all of Plaintiff’s assets to Highland Capital, falsely allocate Highland Capital expenses to Plaintiff, and falsely allocate loan obligations back to Highland Capital.

301. Ellington and Plaintiff did not consider at the time of contracting that Ellington would falsely represent himself to be a board member for a three-day period to legitimize and effectuate the Dondero scheme to transfer Plaintiff’s assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis. Ellington and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Ellington breached his implied duty of good faith and fair dealing to Plaintiff by falsely representing to be a board member for a three-day period to legitimize and effectuate the Dondero scheme to transfer Plaintiff’s assets to Highland Capital for the benefit of Dondero and his trusts, Okada

and his trusts, Boyce, Britain and Honis. [This should probably get moved to the next section since he was not a board member].

302. The Board Member Group and Plaintiff did not consider at the time of contracting that The Board Member Group would allow Dondero to use Plaintiff's relationship with Daugherty to further his vendetta against Daugherty causing Plaintiff to incur unnecessary legal expenses and loss. The Board Member Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, The Board Member Group breached their implied duty of good faith and fair dealing by causing Plaintiff to incur unnecessary legal expenses by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff.

303. The Board Member Group's breaches caused Plaintiff injury.

**COUNT TEN: IMPLIED DUTIES OF GOOD FAITH AND FAIR DEALING #2--
BUYOUT AND SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013 - HIGHLAND
CAPITAL OFFICERS AND EMPLOYEES GROUP DEFENDANTS**

304. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth below.

305. Dondero, Ellington, and Leventon testified that management, administration, legal, accounting, tax, and implementation services were provided to Plaintiff under a Blanket Agreement.

306. Highland Capital Officers and Employees Group owed Plaintiff an implied duty of good faith and fair dealing due to their contractual relationship.

307. The Highland Capital Officers and Employees Group and Plaintiff did not consider at the time of contracting that Highland Capital Officers and Employees Group would not protect Plaintiff from having its assets stripped and instead would facilitate the transfer of those assets to Highland Capital in April 2013 for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis. Highland Capital Officers and Employees Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, The

Highland Capital Officers and Employees Group breached their implied duty of good faith and fair dealing to Plaintiff by allowing it to have its assets stripped and instead facilitated the transfer of those assets to Highland Capital in April 2013 for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

308. The Highland Capital Officers and Employees Group and Plaintiff did not consider at the time of contracting that Highland Capital Officers and Employees Group would participate in the 2013 asset stripping scheme that left Plaintiff insolvent and unable to pay its expenses and debts. Highland Capital Officers and Employees Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, the Highland Capital Officers and Employees Group breached their implied duty of good faith and fair dealing by participating in the 2013 asset stripping scheme that left Plaintiff insolvent and unable to pay its expenses and debts.

309. The Highland Capital Officers and Employees Group and Plaintiff did not consider at the time of contracting that The Highland Capital Officers and Employees Group would allocate Highland Capital's legal expenses to Plaintiff (including those already repaid by Daugherty). The Highland Capital Officers and Employees Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, The Highland Capital Officers and Employees Group breached their implied duty of good faith and fair dealing by allocating legal expenses incurred by Highland Capital to Plaintiff.

310. The Highland Capital Officers and Employees Group and Plaintiff did not consider at the time of contracting that The Highland Capital Officers and Employees Group would double allocate legal expenses to Plaintiff that were incurred by Highland Capital and repaid by Daugherty. The Highland Capital Officers and Employees Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, The Highland Capital Officers and Employees Group breached their implied duty of good faith and fair dealing by

double allocating legal expenses to Plaintiff that were incurred by Highland Capital and repaid by Daugherty.

311. The Highland Capital Officers and Employees Group and Plaintiff did not consider at the time of contracting that The Highland Capital Officers and Employees Group would participate in preparing, revising, and distributing certain documents designed to strip Plaintiff of all its assets and assist the board members in shielding their liability by doing so. The Board Member Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, The Highland Capital Officers and Employees Group breached their implied duty of good faith and fair dealing to Plaintiff when they participated in preparing, revising, and distributing certain documents designed to strip Plaintiff of all its assets and assist the board members in shielding their liability. Those documents include but are not limited to:

- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 18, 2013 – Regarding approving a resolution to transfer of Series A Preferred units to Highland Capital in violation of Article IX, and accepting Highland Capitals offer to purchase in violation of Section 5.2(b)(ii).
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 17, 2013 – Regarding approving amendment to Article VIII – Expanded indemnification for board;
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 17, 2013 – Regarding removing of Joseph Dougherty as board member and replacing him with Scott Ellington;
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HIGHLAND EMPLOYEE RETENTION ASSETS LLC - Effective as of January 17, 2013 – Regarding removal of Walia as board member and approving Amendment;

- AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HIGHLAND EMPLOYEE RETENTION ASSET, LLC – Dated January 17, 2013, to add Ellington to board, remove Walia from board and reduce board size to five members by Boyce, Britain, Dameris, Honis and Ellington;
- SECOND AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HIGHLAND EMPLOYEE RETENTION ASSET, LLC – Dated January 17, 2013, purporting to amend ARTICLE VIII in its entirety and provide the self-dealing board members with broad indemnification for the bad conduct they just participated in.
- THIRD AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HIGHLAND EMPLOYEE RETENTION ASSET, LLC – Dated January 18, 2013, purporting to amend section 5.1 and 5.2. to allow assignment to Highland capital.
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HOLDERS OF SERIES A PREFERRED - Effective as of January 18, 2013 – purporting to consent to the Amendment for ARTICLE VIII modification to grant broad releases to the board that just ignored their fiduciary duties at the advice of A&B and Hurst and Brown.
- WRITTEN CONSENT OF BOARD OF DIRECTORS OF HOLDERS OF SERIES A PREFERRED - Effective as of January 18, 2013 – purporting to consent to the Amendment Section 5.1 and 5.2 modification to alter board member service requirements and approve recommendation of assignment of preferred units to Highland Capital.
- TRANSFER AGREEMENT – for the buyout and release of claims against Plaintiff.
- OFFER TO PURCHASE – dated January 15, 2013 with recommendation for dispute reserve and fairness opinion that did not happen.

312. The Highland Capital Officers and Employees Group and Plaintiff did not

consider at the time of contracting that The Highland Capital Officers and Employees Group would participate in preparing, allocating, approving, or signing false accounting statements and tax returns that purported to transfer all of Plaintiff's assets to Highland Capital, falsely allocate Highland Capital expenses to Plaintiff, and falsely allocate loan obligations back to Highland Capital. The Highland Capital Officers and Employees Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, The Highland Capital Officers and Employees Group breached their implied duty of good faith and fair dealing to Plaintiff by participating in preparing, allocating, approving, or signing false accounting statements and tax returns that purported to transfer all of Plaintiff's assets to Highland Capital, falsely allocate Highland Capital expenses to Plaintiff, and falsely allocate loan obligations back to Highland Capital.

313. Ellington did not consider at the time of contracting that Ellington would falsely represent himself to be a board member for a three-day period to legitimize and effectuate the Dondero scheme to transfer Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis. Ellington and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Ellington breached his implied duty of good faith and fair dealing to Plaintiff by falsely representing to be a board member for a three-day period to legitimize and effectuate the Dondero scheme to transfer Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

314. The Highland Capital Officers and Employees Group and Plaintiff did not consider at the time of contracting that The Highland Capital Officers and Employees Group would allow Dondero to use Plaintiff's relationship with Daugherty to further his vendetta against Daugherty causing Plaintiff to incur unnecessary legal expenses and loss. The Highland Capital Officers and Employees Group and Plaintiff would have prohibited such conduct if the

parties had considered it. Accordingly, The Highland Capital Officers and Employees Group breached their implied duty of good faith and fair dealing by causing Plaintiff to incur unnecessary legal expenses by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff.

315. The Highland Capital Officers and Employees Group and Plaintiff did not consider at the time of contracting that The Highland Capital Officers and Employees Group would collaborate with outside counsel to conceive and falsify misleading evidence with Brown, Hurst, Katz/HAK and Abrams & Bayliss that was presented in the Texas Litigation to represent that certain assets transferred from Plaintiff in April 2013 were held in an escrow account as of December 2013. The Highland Capital Officers and Employees Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, The Highland Capital Officers and Employees Group breached their implied duty of good faith and fair dealing by when they collaborated with outside counsel to conceive and falsify misleading evidence with Surgent, Brown, Hurst, Katz/HAK and Abrams & Bayliss that was presented in the Texas Litigation to represent that certain assets transferred from Plaintiff in April 2013 were held in an escrow account as of December 2013.

316. Highland Capital Officers and Employees Group's breaches caused Plaintiff injury.

**COUNT ELEVEN: IMPLIED DUTIES OF GOOD FAITH AND FAIR DEALING #3 --
BUYOUT AND SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013 – DONDERO
ERA MANAGEMENT GROUP DEFENDANTS**

317. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth below.

318. Dondero, Ellington, and Leventon testified that management, administration, legal, accounting, tax, and implementation services were provided to Plaintiff under a Blanket Agreement. [I'm not sure this is proper here].

319. Dondero and his alter ego, Highland ERA Management, LLC (“ERA” and together, “Dondero ERA Management”) owed Plaintiff implied duties of good faith and fair dealing in February 2013. ERA was a limited liability company created by Dondero, as President, in collaboration with Surgent, Dameris, Ellington, Leventon, Surgent, Abrams & Bayliss, Hurst, Katz/HAK, Boyce, Britain and Honis purportedly to serve as the sole general partner and manager of Plaintiff after the Board Member Group vacated their director positions.

320. Dondero ERA Management and Plaintiff did not consider at the time of contracting that Dondero ERA Management would attempt to implement an action by written consent in February 2013 that allocated 93% of Highland Capital’s expenses related to the Texas and Delaware litigation to Plaintiff that ultimately benefited Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, The Highland Capital Officers and Employees Group breached their implied duty of good faith and fair dealing to implement an action by written consent in February 2013 that allocated 93% of Highland Capital’s expenses related to the Texas and Delaware litigation to Plaintiff that ultimately benefited Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis.

321. Dondero ERA Management and Plaintiff did not consider at the time of contracting that Dondero ERA Management would not require abstention from conflicted Dondero ERA Management who were simultaneously President and managing partner at Highland and President, Manager and general partner at Plaintiff in February 2013, when they implemented an action by consent that allocated 93% of Highland Capital’s expenses related to the Texas and Delaware litigation to Plaintiff that ultimately benefited Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Dondero ERA Management breached their implied duty of good faith and fair dealing to plaintiff when they

implemented an action by consent that allocated 93% of Highland Capital's expenses related to the Texas and Delaware litigation to Plaintiff that ultimately benefited Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis.

322. Dondero ERA Management and Plaintiff did not consider at the time of contracting that Dondero ERA Management would attempt to acquire broad releases and indemnification rights for themselves in 2013 to protect against liability caused by their breaching of fiduciary duties in allowing the 2013 asset transfer to occur, the expense allocation to occur, the unnecessary legal expenses to occur, and the costs associated with the fraudulent escrow account in December 2013. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Dondero ERA Management breached their duty of good faith and fair dealing to Plaintiff by attempting to acquire broad releases and indemnification rights for themselves in 2013 to protect against liability caused by their breaching of fiduciary duties in allowing the asset transfer to occur, the expense allocation to occur, the unnecessary legal expenses to occur, and the costs associated with the fraudulent escrow account.

323. Dondero ERA Management and Plaintiff did not consider at the time of contracting that Dondero ERA Management would not abstain from attempting to acquire broad releases and indemnification rights for themselves in 2013 to protect against liability caused by their breaching of fiduciary duties in allowing the 2013 asset transfer to occur, the expense allocation to occur, the unnecessary legal expenses to occur, and the costs associated with the fraudulent escrow account in December 2013. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Dondero ERA Management breached their duty of good faith and fair dealing to Plaintiff by not abstaining before attempting to acquire broad releases and indemnification rights for themselves in 2013 to protect against liability caused by their breaching of fiduciary duties in allowing the asset transfer

to occur, the expense allocation to occur, the unnecessary legal expenses to occur, and the costs associated with the fraudulent escrow account.

324. Dondero ERA Management and Plaintiff did not consider at the time of contracting that Dondero ERA Management would participate in a scheme that was designed to strip Plaintiff of its assets pursuant to the April 2013 assignment of substantially all of Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Dondero ERA Management breached their duty of good faith and fair dealing to Plaintiff by participating in a scheme that was designed to strip Plaintiff of its assets pursuant to the April 2013 assignment of substantially all of Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis.

325. Dondero ERA Management and Plaintiff did not consider at the time of contracting that Dondero ERA Management would not abstain from participating in a scheme that was designed to strip Plaintiff of its assets pursuant to the April 2013 assignment of substantially all of Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Dondero ERA Management breached their duty of good faith and fair dealing to Plaintiff by not abstaining from participating in a scheme that was designed to strip Plaintiff of its assets pursuant to the April 2013 assignment of substantially all of Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis.

326. Dondero ERA Management and Plaintiff did not consider at the time of contracting that Dondero ERA Management would participate in an asset stripping scheme that would leave Plaintiff insolvent and unable to pay its expenses and debts. Dondero ERA

328. Dondero ERA Management and Plaintiff did not consider that Dondero ERA Management would approve and/or sign accounting statements and tax returns from 2013 to 2022 that purported to transfer substantially all of Plaintiff's assets to Highland Capital, falsely allocated Highland Capital expenses to Plaintiff, and falsely recognized loan obligations back to Highland Capital. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Dondero ERA Management breached their duty of good faith and fair dealing to Plaintiff by approving and/or signing accounting statements and tax returns from 2013 to 2022 that purported to transfer substantially all of Plaintiff's assets to Highland Capital, falsely allocated Highland Capital expenses to Plaintiff, and falsely recognized loan obligations back to Highland Capital.

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trusts, Boyce, Britain and Honis. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Dondero ERA Management breached their duty of good faith and fair dealing to Plaintiff by falsely representing to be the President and manager of Plaintiff while secretly concealing the documentation and governance documents that proved they had no legitimate authority for the purpose of legitimizing and effectuating the Dondero scheme to transfer Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain and Honis.

330. Dondero ERA Management and Plaintiff did not consider that Dondero ERA Management would conceive and falsify misleading evidence that was presented to a judge and Texas jury to represent that certain assets transferred from Plaintiff in April 2013 were held in an escrow account as of December 2013. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Dondero ERA Management breached their duty of good faith and fair dealing to Plaintiff when they collaborated with Brown, Hurst, Katz/HAK, Abrams & Bayliss, Dondero, Ellington, Leventon and Surgent to conceive and falsify misleading evidence that was presented to a judge and Texas jury to represent that certain assets transferred from Plaintiff in April 2013 were held in an escrow account as of December 2013.

331. Dondero ERA Management's breaches proximately caused injury to Plaintiff in forcing Plaintiff to lose all of its assets and incur unnecessary legal expenses by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff.

**COUNT TWELVE: BREACH OF IMPLIED GOOD FAITH AND FAIR DEALING #4 –
TRANSFER OF ESCROW ASSETS 2016- DONDERO ERA MANAGEMENT
DEFENDANTS**

332. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

333. Dondero ERA Management owed Plaintiff an implied duty of good faith and fair

dealing in 2016. ERA was a limited liability company created by Dondero, as President, in collaboration with Surgent, Dameris, Ellington, Leventon, Surgent, Abrams & Bayliss, Hurst, Katz/HAK, Boyce, and Britain purportedly to serve as the sole general partner and manager of Plaintiff after the Board Member Group vacated their director positions.

334. Dondero ERA Management and Plaintiff did not consider that Dondero ERA Management would participate in a new December 2016 scheme that was designed to strip Plaintiff of its remaining assets in an escrow account including a valuable purported interest in Highland Restoration Partners fund and substantial cash and transfer those interest to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Hunter Mountain Trust, Ellington and Honis. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly Dondero ERA Management breached their duty of good faith and fair dealing to Plaintiff by participating in a new December 2016 scheme that was designed to strip Plaintiff of its remaining assets in an escrow account including a valuable purported interest in Highland Restoration Partners fund and substantial cash. These interests were assigned to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Hunter Mountain Trust, Ellington and Honis.

335. Dondero ERA Management and Plaintiff did not consider that Dondero ERA Management would fail to require themselves to abstain from conflicted positions regarding a scheme that was designed to strip Plaintiff of its remaining assets in escrow pursuant to the December 2016 assignment of substantially all of Plaintiff's remaining assets to Highland Capital Highland Capital for the benefit of Highland Capital, Dondero and his trusts, Okada and his trusts, Hunter Mountain Trust, Ellington, and Honis. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Dondero ERA Management breached their duty of good faith and fair dealing to Plaintiff by failing to require abstention from conflicted Dondero ERA Management who were participating in a scheme that

337. Dondero ERA Management and Plaintiff did not consider that Dondero ERA Management would fail to require themselves to abstain from conflicted positions by participating in the 2016 escrow stripping scheme that left Plaintiff insolvent and unable to pay its expenses and debts. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly,, Dondero ERA Management breached their duty of good faith and fair dealing to Plaintiff by failing to require abstention from conflicted Dondero ERA Management who were participating in a scheme that was designed to strip Plaintiff of its remaining assets in escrow pursuant to the December 2016 assignment of substantially all of Plaintiff's remaining assets to Highland Capital Highland Capital for the benefit of Highland Capital, Dondero and his trusts, Okada and his trusts, Hunter Mountain Trust, Ellington, and Honis.

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Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Dondero ERA Management breached their duty of good faith and fair dealing to Plaintiff by participating in an asset stripping scheme that would leave Plaintiff insolvent and unable to pay its expenses and debts.

339. Dondero ERA Management and Plaintiff did not consider at the time of contracting that Dondero ERA Management would cause injury to Plaintiff in forcing Plaintiff to lose all of its assets in escrow and incur unnecessary legal expenses by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Dondero ERA Management breached their duty of good faith and fair dealing to Plaintiff by causing injury to Plaintiff in forcing Plaintiff to lose all of its assets in escrow and incur unnecessary legal expenses by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff.

340. Dondero ERA Management and Plaintiff did not consider at the time of contracting that Dondero ERA Management would fail to evaluate the fairness of the escrow transfer on behalf of all preferred unit holders of Plaintiff. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Dondero ERA Management breached their duty of good faith and fair dealing to Plaintiff by failing to evaluate the fairness of the escrow transfer on behalf of all preferred unit holders of Plaintiff.

341. Dondero ERA Management and Plaintiff did not consider at the time of contracting that Dondero ERA Management would ignore Plaintiff's existing governance at the time of the escrow transfers that prohibited substantial assets transfers without amendment. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Dondero ERA Management breached their duty of good faith and fair dealing to Plaintiff by ignoring Plaintiff's existing governance at the time of the escrow

transfers that prohibited substantial assets transfers without amendment.

342. Dondero ERA Management and Plaintiff did not consider at the time of contracting that Dondero ERA Management would cause injury to Plaintiff in forcing Plaintiff to lose all of its escrow assets and incur unnecessary legal expenses by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff. Dondero ERA Management and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Dondero ERA Management breached their duty of good faith and fair dealing to Plaintiff by causing injury to Plaintiff in forcing Plaintiff to lose all of its escrow assets and incur unnecessary legal expenses by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff.

COUNT THIRTEEN: BREACH OF IMPLIED DUTY OF GOOD FAITH AND FAIR DEALING #5 -TRANSFER OF ESCROW ASSETS 2016- HIGHLAND CAPITAL OFFICERS AND EMPLOYEES GROUP DEFENDANTS

343. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth below.

344. Dondero, Ellington, and Leventon testified that management, administration, legal, accounting, tax, and implementation services were provided to Plaintiff under a Blanket Agreement.

345. Highland Capital Officers and Employees Group owed Plaintiff an implied duty of good faith and fair dealing in 2016.

346. Highland Capital Officers and Employees Group and Plaintiff did not consider that Highland Capital Officers and Employees Group would participate in a new December 2016 scheme that was designed to strip Plaintiff of its remaining assets in an escrow account including a valuable purported interest in Highland Restoration Partners fund and substantial cash and transfer those interest to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Hunter Mountain Trust, Ellington and Honis. Highland Capital Officers and

348. Highland Capital Officers and Employees Group and Plaintiff did not consider at the time of contracting that Highland Capital Officers and Employees Group would participate in an asset stripping scheme that would leave Plaintiff insolvent and unable to pay its expenses and debts. Highland Capital Officers and Employees Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Highland Capital Officers and Employees Group breached their duty of good faith and fair dealing to Plaintiff by participating in an asset stripping scheme that would leave Plaintiff insolvent and unable to pay its expenses and debts.

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to Plaintiff in forcing Plaintiff to lose all of its assets in escrow and incur unnecessary legal expenses by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff. Highland Capital Officers and Employees Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Highland Capital Officers and Employees Group breached their duty of good faith and fair dealing to Plaintiff by causing injury to Plaintiff in forcing Plaintiff to lose all of its assets in escrow and incur unnecessary legal expenses by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff.

350. Highland Capital Officers and Employees Group and Plaintiff did not consider at the time of contracting that Highland Capital Officers and Employees Group would fail to evaluate the fairness of the escrow transfer on behalf of all preferred unit holders of Plaintiff. Highland Capital Officers and Employees Group and Plaintiff would have prohibited such conduct if the parties had considered it. Highland Capital Officers and Employees Group breached their duty of good faith and fair dealing to Plaintiff by failing to evaluate the fairness of the escrow transfer on behalf of all preferred unit holders of Plaintiff.

351. Highland Capital Officers and Employees Group and Plaintiff did not consider at the time of contracting that Highland Capital Officers and Employees Group would ignore Plaintiff's existing governance at the time of the escrow transfers that prohibited substantial assets transfers without amendment. Highland Capital Officers and Employees Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Highland Capital Officers and Employees Group breached their duty of good faith and fair dealing to Plaintiff by ignoring Plaintiff's existing governance at the time of the escrow transfers that prohibited substantial assets transfers without amendment.

352. Highland Capital Officers and Employees Group and Plaintiff did not consider at the time of contracting that Highland Capital Officers and Employees Group would cause injury to Plaintiff by forcing Plaintiff to lose all of its escrow assets and incur unnecessary legal expenses

by allocating over \$14 million in legal expenses, including cocktails and meals, incurred on behalf of Highland Capital and its affiliates to Plaintiff [including but not limited to Hutton Andrews Kurth, DLA Piper, Gruber Hurst, Abrams & Bayliss, Lynn Pinker Hurst Schwegman, Ashcroft Law Firm, Cole Schotz, Morgan Lewis, Stanton Law Firm, Bell Nunnally, Cooke Young & Keidan, Fish & Richardson, Gardner Haas, Greenberg Traurig, The Griffith Law Firm, Hutcherson Law, Littler Mendelson, Nutter, McLennen & Fish, Contractual Counsel, Robert Half, The Stanton Law Firm, Berkeley Research Group, Bloom Strategic Consulting, CBIZ valuation Group, Digital Works, Duff and Phelps, Elite Document Technology, Esquire Deposition Solutions, Folks & Associates, Point Multimedia, Phil Rochefort Audio Services, Gary Durham Consulting, JAMS Inc, Matthew Okolita, and Michael Colvin.] by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff. Highland Capital Officers and Employees Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Highland Capital Officers and Employees Group breached their duty of good faith and fair dealing to Plaintiff by causing injury to Plaintiff by forcing Plaintiff to lose all of its escrow assets and incur unnecessary legal expenses by allocating over \$14 million in legal expenses,

353. Ellington, Leventon and Plaintiff did not consider at the time of contracting that Ellington and Leventon would breach their duty of good faith and fair dealing to Plaintiff when they collaborated with outside counsel Katz/HAK, and Abrams & Bayliss in December 2016 to transfer Plaintiff's remaining escrow assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Hunter Mountain, Ellington and Honis. Highland Capital Officers and Employees Group and Plaintiff would have prohibited such conduct if the parties had considered it. Accordingly, Ellington and Leventon breached their duty of good faith and fair dealing to Plaintiff when they collaborated with outside counsel Katz/HAK, and Abrams & Bayliss in December 2016 to transfer Plaintiff's remaining escrow assets to Highland Capital for

the benefit of Dondero and his trusts, Okada and his trusts, Hunter Mountain, Ellington and Honis.

354. Highland Capital Officers and Employees Group's breaches caused Plaintiff injury.

**COUNT FOURTEEN: BREACH OF CONTRACT #2 –TRANSFER OF ESCROW ASSETS
2016- HIGHLAND CAPITAL OFFICERS AND EMPLOYEES GROUP DEFENDANTS**

355. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth below.

356. Plaintiff had a valid, enforceable contractual relationship with Highland Capital Officers and Employees Group. Plaintiff is a property party to bring suit for breach of contract. Plaintiff performed, tendered performance of, or was excused from performing its contractual obligations.

357. Dondero, Ellington, and Leventon testified that management, administration, legal, accounting, tax, administration, and implementation services were provided to Plaintiff under a Blanket Agreement.

358. Highland Capital Officers and Employees Group breached the contract by failing to protect Plaintiff from having its remaining assets stripped from the escrow in December 2016 and instead facilitated the transfer of those assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Hunter Mountain, Ellington and Honis.

359. Highland Capital Officers and Employees Group breached the contract by participating in the 2016 remaining asset stripping scheme that left Plaintiff insolvent and unable to pay its expenses and debts.

360. Highland Capital Officers and Employees Group breached the contract by allocating over \$14 million in legal expenses, including cocktails and meals, incurred on behalf of Highland Capital and its affiliates to Plaintiff, including but not limited to Hutton Andrews Kurth, DLA Piper, Gruber Hurst, Abrams & Bayliss, Lynn Pinker Hurst Schwegman, Ashcroft

Law Firm, Cole Schotz, Morgan Lewis, Stanton Law Firm, Bell Nunnally, Cooke Young & Keidan, Fish & Richardson, Gardner Haas, Greenberg Traurig, The Griffith Law Firm, Hutcherson Law, Littler Mendelson, Nutter, McLennen & Fish, Contractual Counsel, Robert Half, The Stanton Law Firm, Berkeley Research Group, Bloom Strategic Consulting, CBIZ valuation Group, Digital Works, Duff and Phelps, Elite Document Technology, Esquire Deposition Solutions, Folks & Associates, Point Multimedia, Phil Rochefort Audio Services, Gary Durham Consulting, JAMS Inc, Matthew Okolita, and Michael Colvin.

361. Highland Capital Officers and Employees Group breached the contract by double allocating legal expenses to Plaintiff that were incurred by Highland Capital and repaid by Daugherty.

362. Highland Capital Officers and Employees Group breached the contract by serving in the capacity as advisor to Plaintiff in addition to that of its largest investment, Restoration Capital Partners, and allowing Plaintiff's remaining escrow assets to be transferred to Highland Capital in December 2016 for the benefit of Dondero and his trusts, Okada and his trusts, Hunter Mountain, Ellington and Honis.

363. Highland Capital Officers and Employees Group breached the contract by allocating legal expenses incurred by Highland Capital to Plaintiff.

364. Highland Capital Officers and Employees Group breached the contract by preparing, allocating, approving, or signing accounting statements and tax returns from 2013 to 2022 that transferred substantially all of Plaintiff's assets to Highland Capital, falsely allocated Highland Capital expenses to Plaintiff, wrongly failed to indicate payments made by Daugherty and falsely indicated loan obligations back to Highland Capital.

365. Highland Capital Officers and Employees Group breached the contract by wrongfully participating in and coordinating the 2016 assignment of all of Plaintiff's assets to Highland Capital for the benefit of Highland Capital for the benefit of Dondero and his trusts,

Okada and his trusts, Hunter Mountain, Ellington and Honis.

366. Highland Capital Officers and Employees Group breached the contract when they collaborated with outside counsel Katz/HAK, and Abrams & Bayliss in December 2016 to transfer Plaintiff's remaining assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Hunter Mountain, Ellington and Honis.

367. Highland Capital Officers and Employees Group breached the contract when they caused Plaintiff to incur unnecessary legal expenses by involving Plaintiff in their scheme to deprive Daugherty of his interests in Plaintiff.

368. Highland Capital Officers and Employees Group's breaches caused Plaintiff injury.

COUNT FIFTEEN - BREACH OF CONTRACT #3 -CHARGING OF EXCESSIVE ATTORNEYS FEES- OUTSIDE LEGAL PROVIDERS GROUP #2 DEFENDANTS

369. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth below.

370. Outside Legal Providers Group #2 breached their contract with Plaintiff by charging excessive attorney's fees. *Pollard v. Hanschen*, 315 S.W.3d 636, 641 (Tex. App.—Dallas 2010, no pet.).

371. Plaintiff had valid and enforceable contracts with the Outside Legal Providers Group #2. Plaintiff is a proper party to bring suit for breach of contract. Plaintiff performed, tendered performance of, or was excused from performing its contractual obligations.

372. Outside Legal Providers Group #2 breached their contractual duties to Plaintiff when they caused Plaintiff to incur unnecessary legal expenses by invoicing and/or allocating to Plaintiff legal expenses that were actually for the benefit of Highland Capital, including but not limited to unrelated third-party employee harassment and separation agreement matters, defense matters concerning Sierra Verde, Dondero and Okada issues concerning their interests in the Acis Capital Bankruptcy, litigation against the Wall Street Journal for unflattering articles, press

spin communications, a multitude of discrete legal actions on behalf of Highland Capital against Daugherty including having Daugherty followed to London and recording his panel discussion at a conference, and to pursue Dondero's various vendettas against former employees Terry and Daugherty, including but not limited to Highland Capital's numerous failed attempts to have Daugherty held in contempt and incarcerated for fabricated violations of a since vacated injunction while approximately \$29,000 in donations were funneled to the presiding judge.

373. Outside Legal Providers Group #2 breached their contractual duties to Plaintiff by causing redacted invoices for reimbursement to be produced in the Texas Litigation between Highland Capital and Daugherty in 2014 for services performed on behalf of Highland Capital. And then, after Daugherty paid over \$3.1 million in December 2016 pursuant to wiring instructions by Katz/HAK, they represented that the same invoices were unpaid obligations for work performed on behalf of Plaintiff in the Delaware litigation commencing in 2017. Additionally, invoices were being double allocated to both Plaintiff and Highland Capital while they represented to the Delaware Court that they were allocated to Plaintiff.

374. Outside Legal Providers Group #2 breached their contractual duties with Plaintiff by representing to the Delaware court that certain legal expenses incurred on behalf of Plaintiff by Highland Capital were unpaid obligations of Plaintiff when in fact those same invoices were already paid by Daugherty pursuant to wiring instructions provided by Katz/HAK after Katz/HAK was already secretly aware that Highland had already swept over \$1.2 million from Plaintiff's escrow account and after Katz/HAK had filed turnover and garnishment motions against Daugherty claiming that Highland Capital had not been paid. Said another way, Katz/HAK charged Plaintiff for expenses they knew had already been paid twice by sweeping Plaintiff's cash escrow assets and then by wire from Daugherty because they had been falsely presented the same invoices as Highland Capital expenses in the Texas trial.

375. Outside Legal Providers Group #2 breached their contractual duties to Plaintiff

when it was discovered in 2022 that on February 7, 2013, Surgent sent an email attaching Daugherty's request to inspect Plaintiff's assets to Hough, Hurst, Katz/HAK, and Ellington. Again, Katz/HAK did not represent Plaintiff at the time but was adverse to Daugherty and his counsel at Looper Reed, and McGraw on behalf of Highland Capital.

376. Outside Legal Providers Group #2 breached their contractual duties to Plaintiff when a detailed review of invoices discovered for the first time in 2022 revealed that Outside Legal Providers Group #2, with the assistance of Dondero, Leventon, Ellington, Dondero, Klos, Waterhouse, and Swadley, had fraudulently represented to various courts that over \$14,000,000 in invoices for the benefit of Highland Capital was improperly allocated to Plaintiff from 2012 to 2019.

377. Outside Legal Providers Group #2's breaches proximately caused injury to Plaintiff.

COUNT SIXTEEN - CONSPIRACY TO COMMIT FRAUD #1 – BUYOUT AND SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013 – BOARD MEMBER GROUP, DONDERO ERA MANAGEMENT, HIGHLAND CAPITAL OFFICERS AND EMPLOYEES GROUP, OUTSIDE LEGAL PROVIDERS GROUPS #1 AND #2 DEFENDANTS

378. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth below.

379. The Board Member Group, Dondero ERA Management, Highland Capital Officers and Employees Group and the Outside Legal Provider Groups #1 and #2 were a member of a combination of two or more persons whose object was to accomplish an unlawful purpose, to defraud Plaintiff of its assets and distributions pursuant to the buyout scheme of 2012/2013.

380. The Board Member Group, Dondero ERA Management, Highland Capital Officers and Employees Group and the Outside Legal Provider Groups #1 and #2 had a meeting of the minds on the object and course of action to cooperate in the 2012/2013 scheme to defraud

Plaintiff and all acted in accordance with the conspiracy to defraud Plaintiff.

381. The Board Member Group, Dondero ERA Management, Highland Capital Officers and Employees Group and the Outside Legal Provider Groups #1 and #2 made and caused to be made false representations in the Texas Litigation, Delaware actions, and Northern District of Texas bankruptcy court that were at various times designed to induce the Texas judge and jury, the Delaware judge, the Northern District of Texas Bankruptcy Judge, Daugherty and Plaintiff to rely on those false representations. The Board Member Group, Dondero ERA Management, Highland Capital Officers and Employees Group and the Outside Legal Provider Groups #1 knew the representations to be false at the time made because at all times the Board Member Group, Dondero ERA Management, Highland Capital Officers and Employees Group and the Outside Legal Provider Groups #1 and #2 intended to take the assets that they represented were validly approved in the purported corporate governance actions of Plaintiff on January 17, 2013, January 18, 2013, February 2013, and April 30, 2013 and assign Plaintiff's assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain, Honis and Ellington.

382. The Board Member Group, Dondero ERA Management, Highland Capital Officers and Employees Group and the Outside Legal Provider Groups #1 and #2 withheld critical information and documents that disproved the legitimacy of the scheme that stripped Plaintiff of its assets and associated distributions in April of 2013.

383. The Board Member Group, Dondero ERA Management, Highland Capital Officers and Employees Group and the Outside Legal Provider Groups #1 and #2 made and caused to be made false representations in the Texas Litigation that were designed to induce the Texas judge and jury on those false representations. The Board Member Group, Dondero ERA Management, Highland Capital Officers and Employees Group #1 and the Outside Legal Provider Groups #1 and #2 knew the representations to be false at the time made because at all

times the The Board Member Group, Dondero ERA Management, Highland Capital Officers and Employees Group and the Outside Legal Provider Groups #1 and #2 intended to take the assets out of escrow that belonged to Plaintiff.

384. The Plaintiff suffered injury as a proximate result of these wrongful acts.

COUNT SEVENTEEN - CONSPIRACY TO COMMIT FRAUD #2 – TRANSFER OF ESCROW ASSETS 2016 – DONDERO ERA MANAGEMENT, HIGHLAND CAPITAL OFFICERS AND EMPLOYEES GROUP, OUTSIDE LEGAL PROVIDERS GROUP #2 AND BOYCE DEFENDANTS

385. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth below.

386. Dondero ERA Management, Highland Capital Officers and Employees Group and the Outside Legal Provider Group #2 and Boyce were members of a combination of two or more person whose object was to accomplish an unlawful purpose, to defraud Plaintiff of the assets held on escrow in 2016.

387. Dondero ERA Management, Highland Capital Officers, and Employees Group, the Outside Legal Provider Group #2 and Boyce had a meeting of the minds on the object and course of action to cooperate in the 2016 scheme to defraud Plaintiff and all acted in accordance with the conspiracy to defraud Plaintiff.

388. Dondero ERA Management, Highland Capital Officers, and Employees Group, the Outside Legal Provider Group #2 and Boyce participated in the conspiracy to defraud Plaintiff of its assets and distributions therefrom pursuant to the escrow stripping scheme.

389. Dondero ERA Management, Highland Capital Officers and Employees Group, the Outside Legal Provider Group #2 and Boyce made and caused to be made false representations in the Delaware courts and the Northern District of Texas bankruptcy courts that were designed to induce the respective judges to rely on those false representations. Dondero ERA Management, Highland Capital Officers and Employees Group, the Outside Legal Provider Group #2 and Boyce knew the representations to be false at the time made because at all times

the Dondero ERA Management, Highland Capital Officers and Employees Group, Outside Legal Provider Group #2 and Boyce intended to legitimize the taking of the assets out of escrow that belonged to Plaintiff.

390. The Plaintiff suffered injury as a proximate result of these wrongful acts.

COUNT EIGHTEEN – UNJUST ENRICHMENT #1 BUYOUT AND SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013 – ALL DEFENDANTS

391. Plaintiff restates each of the foregoing allegations as if fully set forth in this paragraph.

392. Defendants exercised total control over Plaintiff and, due to their acts and omission, were unjustly enriched.

393. Defendants participated in the conspiracy to defraud Plaintiff of its assets by enabling a scheme that was designed to strip Plaintiff of its assets pursuant to the April 2013 assignment of substantially all of Plaintiffs assets to Highland Capital for the benefit of Dondero and his trusts, Okada and his trusts, Boyce, Britain, and Honis.

394. Defendants wrongly acquired assets for their mutual benefit while simultaneously being unjustly enriched at the expense of Plaintiff. Defendants took these actions knowingly and as part of their conspiracy to unjustly enrich themselves at the expense of Plaintiff.

395. Defendants were unjustly enriched by the taking of the assets in April 2013 that they had misrepresented as properly approved and then actively concealed the improper execution and legitimacy pursuant to the terms of the Second Amended and Restated Limited Liability Company Operating Agreement of Plaintiff.

396. Defendants accepted, used, and enjoyed the benefit of these assets leaving Plaintiff stripped of its assets and allocated legal expenses that were incurred on behalf of Highland Capital, legal expenses that were already paid by Daugherty, and legal expenses to defend against Daugherty's claims to Plaintiff.

**COUNT NINETEEN – UNJUST ENRICHMENT #2 (IN THE ALTERNATIVE)–
TRANSFER OF ESCROW ASSETS 2016 – ALL DEFENDANTS**

397. Plaintiff restates each of the foregoing allegations as if fully set forth in this paragraph.

398. Defendants exercised total control over Plaintiff and treated its funds as their own.

399. Defendants participated in the conspiracy to defraud Plaintiff of its interests in the escrow in December 2016 to unjustly enrich themselves.

400. Defendants were unjustly enriched by the taking of the assets in escrow that they had misrepresented had been set aside for Plaintiff to pay its obligations. Defendants themselves benefited from this unjust enrichment through the acquisition of the assets and the payment of their legal fees and salaries.

401. Defendants accepted, used, and enjoyed the benefit of these assets leaving Plaintiff stripped of its assets and allocated legal expenses that were incurred on behalf of Highland Capital, legal expenses that were already paid by Daugherty, and legal expenses to defend against Daugherty's claims to Plaintiff.

**COUNT TWENTY – VIOLATIONS OF FEDERAL CIVIL RICO—CONDUCT OF A
RICO ENTERPRISE, 18 U.S.C. § 1962(C) -- BOARD MEMBER GROUP AND
HIGHLAND CAPITAL OFFICERS AND EMPLOYEES GROUP DEFENDANTS**

402. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

403. At all relevant times, the Board Member Group and Highland Capital Officers and Employees Group Defendants are each “person[s]” within the meaning of 18 U.S.C. §§ 1961(3) and 1962(c).

404. The Board Member Group and Highland Capital Officers and Employees Group each violated 18 U.S.C. § 1962(c) by the acts described in the paragraphs above.

405. The Board Member Group and Highland Capital Officers and Employees Group actions described in the previous paragraphs constitute an Enterprise within the meaning of 18

U.S.C. §§ 1961(4) and 1962(c).

406. At all relevant times, The Board Member Group and Highland Capital Officers and Employees Group were engaged in, and/or its activities constituting wire fraud within the meaning of 18 U.S.C. § 1962(c) and 1343. At all relevant times, The Board Member Group and Highland Capital Officers and Employees Group participated in the operation, management, and directed the affairs of an enterprise intended to defraud Plaintiff of money, property, and other benefits and assets as set forth above (the “Enterprise”).

407. The Board Member Group and Highland Capital Officers and Employees Group, each of whom are persons associated with the concerted efforts against Plaintiff did knowingly, willfully, and unlawfully conduct or participate, directly or indirectly, in the conduct, management, or operation of the affairs of the Enterprise.

408. The Board Member Group and Highland Capital Officers and Employees Group through a pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5), and 1962(c), through multiple instances of Mail Fraud and Wire Fraud, in violation of 18 U.S.C. §§ 1341 and 1343, and Money Laundering, in violation of 18 U.S.C. § 1956(a)(1)(A)(i). The Board Member Group and Highland Capital Officers and Employees Group devised or intended to devise a scheme to defraud Plaintiff of money, property, and other benefits and assets.

409. For the purposes of executing their scheme, The Board Member Group and Highland Capital Officers and Employees Group delivered or caused delivery of various documents and things by U.S. mail or by private or commercial interstate carriers or received such therefrom. For the purposes of executing their scheme, The Board Member Group and Highland Capital Officers and Employees Group transmitted or caused to be transmitted by means of wire communications in interstate or foreign commerce various writings, signs, and signals.

410. In furtherance of their scheme, The Board Member Group and Highland Capital

Officers and Employees Group used the wires and/or U.S. mails or private or commercial carriers to deliver documents and things to Plaintiff or the Enterprise for the purposes of defrauding Plaintiff, including, but not limited to the following: (a) emails; (b) wirings and/or mailings between and among The Board Member Group and Highland Capital Officers and Employees Group concerning the scheme to defraud Plaintiff of money and property as well as other benefits and assets; and (c) funds transferred between The Board Member Group and Highland Capital Officers and Employees Group with the intent that those funds be used to promote the carrying on of The Board Member Group and Highland Capital Officers and Employees Group's scheme to defraud Plaintiff of money and property as well as other benefits and assets.

411. The Board Member Group and Highland Capital Officers and Employees Group used wire and mail communications in furtherance of their scheme to defraud Plaintiff, in violation of 18 U.S.C. §§ 1341 and 1343, as described fully above.

412. The Board Member Group and Highland Capital Officers and Employees Group participated in the scheme or artifice knowingly, willfully, and with the specific intent to advance their scheme to deceive or defraud Plaintiff. The Board Member Group and Highland Capital Officers and Employees Group knowingly and intentionally prepared documents, including but not limited to, resolutions, court papers, letters, notices, and other documents, and then knowingly and with the intent to deceive Plaintiff, caused those documents to be sent to Plaintiff or other entities that would further The Board Member Group and Highland Capital Officers and Employees Groups' scheme to defraud.

413. The Board Member Group and Highland Capital Officers and Employees Group have, on multiple occasions, knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity, conducted or attempt to conduct a financial transaction which in fact involves the proceeds of specified unlawful activity with the intent to promote the carrying on of specified unlawful activity, including, but not limited to,

violations of 18 U.S.C. §§ 1341 and 1343 and The Board Member Group and Highland Capital Officers and Employees Group have, therefore, violated 18 U.S.C. § 1956(a)(1)(A)(i), money laundering.

414. The Board Member Group and Highland Capital Officers and Employees Group have engaged in multiple predicate acts, as described in the preceding paragraphs. The conduct of each of The Board Member Group and Highland Capital Officers and Employees Group described in the preceding paragraphs constitutes a pattern of racketeering activity connected to the acquisition, establishment, conduct or control of the Enterprise within the meaning of 18 U.S.C. § 1961(5).

415. The Board Member Group and Highland Capital Officers and Employees Groups' violations of federal law as set forth herein, each of which directly and proximately injured Plaintiff, constitutes a continuous course of conduct, which was intended to defraud Plaintiff of money and property through false representations, fraud, deceit, and other improper and unlawful means. Therefore, said violations were a part of racketeering activity as defined by 18 U.S.C. §§ 1961(1) and (5).

416. Plaintiff was injured in its money and property by reason of The Board Member Group and Highland Capital Officers and Employees Groups' violation of 18 U.S.C. § 1962(c).

417. The Board Member Group and Highland Capital Officers and Employees Groups' injuries to Plaintiff were a direct, proximate, and reasonably foreseeable result of their violation of 18 U.S.C. § 1962. Plaintiff is the ultimate victim of The Board Member Group and Highland Capital Officers and Employees Groups' unlawful Enterprises and scheme. Plaintiff has been and will continue to be injured in its money and property in an amount to be determined at trial.

418. Pursuant to 18 U.S.C. § 1962(c), Plaintiff is entitled to recover treble damages plus costs and attorneys' fees from The Board Member Group and Highland Capital Officers and Employees Group as well as any other relief authorized by statute.

COUNT TWENTY-ONE – PROMISSORY ESTOPPEL – TRANSFER OF ESCROW ASSETS 2016 – DONDERO ERA MANAGEMENT, BOARD MEMBER GROUP, HIGHLAND CAPITAL OFFICERS AND EMPLOYEES GROUP, OUTSIDE LEGAL PROVIDERS GROUPS #1 AND #2 AND BOYCE DEFENDANTS

419. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

420. The Dondero ERA Management, Highland Capital Officers and Employees Group, the Outside Legal Provider Groups #1 and #2 and Boyce made promises to Plaintiff regarding the establishment, funding, and management of Escrow.

421. Plaintiff reasonably and substantially relied on those promises to its detriment.

422. Plaintiff's reliance on the promise was foreseeable to The Dondero ERA Management, Highland Capital Officers and Employees Group, the Outside Legal Provider Groups #1 and #2 and Boyce.

423. Injustice to Plaintiff can only be avoided by enforcing The Dondero ERA Management, Highland Capital Officers and Employees Group, the Outside Legal Provider Groups #1 and #2 and Boyce.

424. The Dondero ERA Management, Highland Capital Officers and Employees Group, the Outside Legal Provider Groups #1 and #2 and Boyce actions or omission proximately caused Plaintiff injury.

425. Plaintiff incurred actual damages.

COUNT TWENTY-TWO – MONEY HAD AND RECIEVED – TRANSFER OF ESCROW ASSETS 2016 AND BUYOUT AND SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013 – ALL DEFENDANTS

426. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

427. Defendants Dondero, Okada, Katz/HAK/DLAP, Hurst, Brown, Ellington, Leventon, Girard, Honis, Collins, Dameris, Dougherty, Boyce, Britain, Waterhouse, Abrams & Bayliss, Nancy Dondero, As Trustee Of Dugaboy Investment Trust ("Dugaboy Trust"); Grant

James Scott III, As Trustee Of Get Good Trust (“Get Good Trust”); John Honis, As Trustee Of Hunter Mountain Investment Trust (“Hunter Mountain Trust”); Lawrence Tonomura As Trustee Of Mark & Pamela Okada Family Trust – Exempt Trust #1 (“Okada Exempt Trust #1”); Lawrence Tonomura as Trustee Of Mark & Pamela Okada Family Trust – Exempt Trust #2 (“Okada Exempt Trust #2”) hold money that came from assets or distributions from assets that belonged to Plaintiff.

428. That money belongs to Plaintiff in equity and good conscience.

COUNT TWENTY-THREE – CONVERSION – BUYOUT AND SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013 AND TRANSFER OF ESCROW ASSETS 2016– ALL DEFENDANTS

429. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

430. Plaintiff owned, possessed, or had the right to possession of its property/assets, which were personal.

431. Defendants Dondero, Okada, Katz/HAK/DLAP, Hurst, Brown, Ellington, Leventon, Girard, Honis, Collins, Dameris, Dougherty, Boyce, Britain, Waterhouse, Abrams & Bayliss, Nancy Dondero, As Trustee Of Dugaboy Investment Trust (“Dugaboy Trust”); Grant James Scott III, As Trustee Of Get Good Trust (“Get Good Trust”); John Honis, As Trustee Of Hunter Mountain Investment Trust (“Hunter Mountain Trust”); Lawrence Tonomura As Trustee Of Mark & Pamela Okada Family Trust – Exempt Trust #1 (“Okada Exempt Trust #1”); Lawrence Tonomura as Trustee Of Mark & Pamela Okada Family Trust – Exempt Trust #2 (“Okada Exempt Trust #2”) have wrongfully exercised dominion and control over Plaintiff’s property.

432. Plaintiff has suffered injury as a result of Defendants’ actions.

**COUNT TWENTY-FOUR – TEXAS THEFT LIABILITY ACT – BUYOUT AND
SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013 AND TRANSFER OF
ESCROW ASSETS 2016 – ALL DEFENDANTS**

433. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

434. Plaintiff had possessory right to its property/assets.

435. Defendants Dondero, Okada, Katz/HAK/DLAP, Hurst, Brown, Ellington, Leventon, Girard, Honis, Collins, Dameris, Dougherty, Boyce, Britain, Waterhouse, Abrams & Bayliss, Nancy Dondero, As Trustee Of Dugaboy Investment Trust (“Dugaboy Trust”); Grant James Scott III, As Trustee Of Get Good Trust (“Get Good Trust”); John Honis, As Trustee Of Hunter Mountain Investment Trust (“Hunter Mountain Trust”); Lawrence Tonomura As Trustee Of Mark & Pamela Okada Family Trust – Exempt Trust #1 (“Okada Exempt Trust #1”); Lawrence Tonomura as Trustee Of Mark & Pamela Okada Family Trust – Exempt Trust #2 (“Okada Exempt Trust #2”) unlawfully appropriated those assets by taking them without Plaintiff’s effective consent by the theft of personal property under Texas Penal Code §31.03.

436. The Defendants’ unlawful taking was made with the intent to deprive the Plaintiff of the property.

437. The Plaintiff sustained damage as a result of the theft.

**COUNT TWENTY-FIVE – TEXAS UNIFORM FRAUDULENT TRANSFER ACT (TUFTA)
– BUYOUT AND SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013 AND
TRANSFER OF ESCROW ASSETS 2016 – BOARD MEMBER GROUP, HIGHLAND
CAPITAL OFFICERS AND EMPLOYEES GROUP, DONDERO ERA MANAGEMENT
GROUP, OUTSIDE LEGAL PROVIER GROUP #1 AND #2 DEFENDANTS**

438. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

439. Plaintiff is a creditor with a claim as a result of his verdict in the Texas Litigaiton and the Delaware Litigation.

440. The Board Member Group, The Dondero ERA Management, the Highland

Capital Officers, and Employees Group and the Outside Legal Provider Group #1 and #2 are debtors liable on those claims.

441. As described in detail above, The Board Member Group, The Dondero ERA Management, the Highland Capital Officers, and Employees Group and the Outside Legal Provider Groups #1 and #2 fraudulently transferred Plaintiff's assets with the actual intent to hinder delay and/or defraud the Plaintiff.

442. The Board Member Group, The Dondero ERA Management, the Highland Capital Officers, and Employees Group and the Outside Legal Provider Groups #1 and #2 retained possession and control of the assets after the transfer.

443. The Board Member Group, The Dondero ERA Management, the Highland Capital Officers, and Employees Group and the Outside Legal Provider Group #1 and #2 transfer of the assets was concealed and made with the intent to hinder, delay, or defraud Plaintiff.

444. The transfer was of all of Plaintiff's assets.

445. The Plaintiff became insolvent shortly after the transfer was made.

COUNT TWENTY-SIX – FRAUD – BUYOUT AND SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013– THE BOARD MEMBER GROUP, THE DONDERO ERA MANAGEMENT, THE HIGHLAND CAPITAL OFFICERS, AND EMPLOYEES GROUP DEFENDANTS

446. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

447. Plaintiff refers specifically to the above factual background section and the facts plead in the causes of action sections above as applied and incorporated to this cause of action for fraud.

448. As set forth above, the Board Member Group, The Dondero ERA Management, the Highland Capital Officers, and Employees Group made multiple false and material representations to Plaintiff regarding the protection of its assets in 2012-2013.

449. The Board Member Group, The Dondero ERA Management, the Highland

Capital Officers, and Employees Group made these representations, and they knew the representations were false.

450. The Board Member Group, The Dondero ERA Management, the Highland Capital Officers and Employees Group these representations with the intent that the Plaintiff act on it.

451. The Plaintiff did in fact rely on these representations thus causing injury to the Plaintiff.

COUNT TWENTY-SEVEN – FRAUD – TRANSFER OF ESCROW ASSETS 2016– THE DONDERO ERA MANAGEMENT, THE HIGHLAND CAPITAL OFFICERS AND EMPLOYEES GROUP DEFENDANTS

452. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

453. Plaintiff refers specifically to the above factual background section and the facts plead in the causes of action sections above as applied and incorporated to this cause of action for fraud.

454. As set forth above, The Dondero ERA Management, the Highland Capital Officers, and Employees Group, made multiple false and material representations to Plaintiff regarding the stripping of the escrow in 2016.

455. The Dondero ERA Management, the Highland Capital Officers, and Employees Group, made these representations, and they knew the representations were false.

456. The Dondero ERA Management, the Highland Capital Officers, and Employees Group, made these representations with the intent that the Plaintiff act on it.

457. The Plaintiff did in fact rely on these representations thus causing injury to the Plaintiff.

COUNT TWENTY-EIGHT – THIRD PARTY BENEFICAIYR BREACH OF CONTRACT – TRANSFER OF ESCROW ASSETS 2016– ABRAMS & BAYLISS DEFENDANT

458. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as

if fully set forth herein.

459. On December 12, 2013, Ellington, Leventon, and Surgent coordinated with Abrams & Bayliss to serve as escrow agent. Highland Capital's assistant general counsel, Leventon, sent a draft of the Escrow Agreement to Abrams & Bayliss on December 13, 2013, and the agreement was executed that day by Ellington. Matthew Miller ("Miller"), an Abrams & Bayliss attorney who primarily worked on the escrow matter and had just completed his first year as an attorney and simply used the terms proposed by Leventon.

460. The assets deposited in the escrow account were represented to be: (1) \$1,210,502.03 in cash; (2) a limited partner interest in Restoration Capital Partners Fund, LP and (3) 1088.42 shares of NexPoint Credit Strategies. This was the story Defendants "came up with" so they could sell to the jury in the Texas Litigation that they had not simply stolen Plaintiff's assets. The notion that Defendants did nothing nefarious with Plaintiff's assets and merely set them aside would become a theme of Defendants in the Texas Litigation.

461. The key provision of the Escrow Agreement that undergirded Defendants' story in the Texas Litigation provided that if Daugherty prevailed in the Texas Litigation, escrowed assets in the amount of the judgment "shall" be transferred to Plaintiff. Also pursuant to the crime-fraud discovery in May 2019, it was revealed that 122 days after executing the Escrow Agreement, Leventon and Girard changed the Escrow Agreement without Daugherty's knowledge because it wanted to "slip sheet the Schedule 1 assets" to change "the NexPoint shares from shares to the cash equivalent of shares because it is difficult to find a prime broker to open account for such a small pool of assets." Abrams & Bayliss simply swapped the pages. Abrams & Bayliss later explained, "if Daugherty digs deeply enough, he may discover that Schedule 1 was revised on December 16, 2013, with no re-execution of the Escrow Agreement by Highland Capital and Abrams & Bayliss. Highland's counsel merely re-sent the Escrow Agreement with an updated Schedule 1, and Abrams & Bayliss sent an email confirmation of the change."

463. The Escrow Agreement between Abrams & Bayliss and Highland Capital is a valid and enforceable contract whose intent was to secure a benefit, the deposited assets, for the benefit of the Plaintiff. Plaintiff is now entitled to enforce that contract as a third-party beneficiary because that benefit has been denied to Plaintiff, as Abrams & Bayliss and Highland Capital stripped the escrow account of the deposited assets.

464. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

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COUNT THIRTY – TORTIOUS INTEREFRENCE WITH A CONTRACT – BUYOUT AND SUBSEQUENT STRIPPING OF PLAINTIFF ASSETS 2013– DONDERO ERA MANAGEMENT, OFFICERS, AND EMPLOYEES GROUP DEFENDANTS

466. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

467. Plaintiff was controlled by a limited liability company operating agreement, which was a valid and enforceable contract. The Highland Capital Officers and Employees Group intentionally interfered with that contract when The Highland Capital Officers and Employees Group moved Plaintiff's assets to Highland Capital in 2013. This interference proximately caused damage to Plaintiff.

COUNT THIRTY-ONE – TORTIOUS INTEREFRENCE WITH A CONTRACT – TRANSFER OF ESCROW ASSETS 2016– DONDERO ERA MANAGEMENT, HIGHLAND CAPITAL OFFICER AND EMPLOYEES GROUP DEFENDANTS

468. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

469. Plaintiff was controlled by a limited liability company operating agreement, which was a valid and enforceable contract. Dondero ERA Management and the Highland Capital Officer and Employees Group intentionally interfered with that contract when The Highland Capital Officers and Employees Group and the Dondero ERA Management Group moved Plaintiff's assets from an escrow account to Highland Capital in 2016. This interference proximately caused damages to Plaintiff.

COUNT THIRTY-TWO – BREACH OF FIDUCAIRY DUTY– KATZ/DLAP DEFENDANT

470. Plaintiff hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

471. Katz/DLAP breached their fiduciary duties to Plaintiff, specifically the duty to represent Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements,

duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest by presenting redacted invoices for reimbursement in the Texas Litigation between Highland Capital and Daugherty in 2014 that represented legal services were performed on behalf of Highland Capital. And then, after Daugherty paid over \$3.1 million in December 2016 pursuant to wiring instructions by Katz, they represented that the same invoices were unpaid obligations for work performed on behalf of Plaintiff in the Delaware litigation commencing in 2017.

472. Katz/DLAP breached their fiduciary duties to Plaintiff, specifically the duty to represent Plaintiff with undivided loyalty, duty to act with absolute perfect candor, openness and honesty without any concealment or deception, duty to be strictly honest about fee arrangements, duty to inform the Plaintiff of matters of material representation, and the duty to timely inform Plaintiff of conflict of interest by billing Plaintiff for legal services provided to Highland Capital in the Delaware Litigation.

473. Katz/DLAP's breaches proximately caused injury to the Plaintiff and/or resulted in a benefit to the Defendants.

VI. **CONDITIONS PRECEDENT**

474. All conditions precedent for the claims above have been performed or have occurred.

VII. **PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff Highland Capital Employee Retention Assets LLC prays that Defendants be cited to appear and answer herein, and for the further relief set forth below:

- (1) Actual damages;
- (2) Exemplary damages;
- (3) Pre- and post-judgment interest;

- (4) Attorneys' fees and costs of suit; and
- (5) Such other and further relief to which Plaintiff Highland Capital Employee Retention Assets LLC may be justly entitled.

Dated: July 15, 2024.

Respectfully submitted,

LAW OFFICE OF MATTHEW BOBO, PLLC.

/s/ Matthew W. Bobo

Matthew W. Bobo

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Counsel for Highland Capital Management, L.P.

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

-----	§	
In re:	§	Chapter 11
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P., ¹	§	Case No. 19-34054-sgj11
	§	
Reorganized Debtor.	§	
-----	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
	§	
Plaintiff,	§	Adversary Proceeding No.
	§	
v.	§	_____
	§	
PATRICK HAGAMAN DAUGHERTY,	§	
	§	
Defendant.	§	
-----	§	

**COMPLAINT FOR (1) DISALLOWANCE OF CLAIM NO. 205 IN ITS ENTIRETY, (2)
ESTIMATION OF CLAIM NO. 205 FOR ALLOWANCE PURPOSES, OR (3)
SUBORDINATION OF ANY ALLOWED PORTION OF
CLAIM NO. 205 OF PATRICK HAGAMAN DAUGHERTY**

¹ Highland's last four digits of its taxpayer identification number are (8357). The headquarters and service address for Highland is 100 Crescent Court, Suite 1850, Dallas, TX 75201.

Highland Capital Management, L.P., the reorganized debtor (“Highland” or the “Debtor” as applicable) in the above-captioned chapter 11 case (“Bankruptcy Case”) and the plaintiff in the above-captioned adversary proceeding (the “Adversary Proceeding”), files the *Complaint for (1) Disallowance of Claim No. 205 in Its Entirety, (2) Estimation of Claim No. 205 for Allowance Purposes, or (3) Subordination of Any Allowed Portion of Claim No. 205 of Patrick Hagaman Daugherty* (the “Complaint”), alleging upon knowledge of its own actions and upon information and belief as to all other matters as follows:

PRELIMINARY STATEMENT²

1. Patrick Daugherty is a former employee of, and former limited partner in, the Debtor. Mr. Daugherty filed a claim (denoted as Claim No. 205) in which he asserted a myriad of claims against the Debtor. All of Mr. Daugherty’s claims were settled except his unliquidated, contingent claim that the Debtor has a continuing and indefinite obligation to make him whole if a tax refund he apparently received for tax year 2008 on account of his Partnership Interests is ever successfully challenged by the IRS.

2. As discussed below, in 2009, Mr. Daugherty was allocated his applicable losses from Highland for tax year 2008 on account of his Partnership Interests. The allocation of losses in 2009 fully satisfied the 2008 Refund line item in the 2009 Statement; Mr. Daugherty received exactly what he was entitled to receive from Highland. Accordingly, Mr. Daugherty’s Claim against the Debtor for additional compensation for 2008 has no basis and the Claim should be disallowed.

3. To avoid this result, Mr. Daugherty alleges the Debtor is required to make him whole if any portion of the tax refund he received for 2008 on account of his Partnership Interest

² All capitalized terms used but not defined in this Preliminary Statement have the meanings given to them below.

is clawed back by the IRS—Highland’s 2008 tax return is currently subject to an IRS audit. But the 2009 Statement contains no future, ongoing obligations. Under the 2009 Statement, if Mr. Daugherty received the material equivalent of the “2008 Refund” (which he apparently did), Highland’s obligations have been satisfied in full. The 2009 Statement contains no ongoing obligation for Highland to defend Mr. Daugherty or indemnify him. And it would violate basic tenets of contract law to read vague and indefinite precatory language in the 2009 Statement as creating a specific continuing and binding payment obligation that can be enforced forever. This is particularly true where the agreement that governed Mr. Daugherty’s employment by the Debtor expressly provided that after his separation from the Debtor, the Debtor would have no further liability or obligation to Mr. Daugherty in connection with his employment.

4. However, even if Mr. Daugherty’s Claim is not disallowed in its entirety, it remains contingent on the outcome of the 2008 Audit. It is unclear when, how, or if the 2008 Audit will be finally resolved. Moreover, if the Claim is not disallowed, it will need to be estimated—after taking into account the likely outcome of the 2008 Audit, including adjustments that result therefrom—pursuant to 11 U.S.C. § 502(c). The Claim (in whatever amount) based on his partnership tax allocations must also be subordinated to the interests in Class 10 pursuant to 11 U.S.C. § 510(b).

JURISDICTION AND VENUE

5. This Adversary Proceeding arises in and relates to Highland’s Bankruptcy Case.
6. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
7. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b), and, pursuant to Bankruptcy Rule 7008, Highland consents to the entry of a final order by the Court if

it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the U.S. Constitution.

8. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

THE PARTIES

9. Highland is a limited partnership formed under the laws of Delaware with a business address at 100 Crescent Court, Suite 1850, Dallas, Texas 75201.

10. Upon information and belief, Defendant Patrick Daugherty is an individual residing at 3621 Cornell Avenue, Suite 830, Dallas, Texas 75205.

STATEMENT OF FACTS

I. The Bankruptcy Case and Mr. Daugherty's Claims

11. On October 16, 2019 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the Bankruptcy Case.

12. On April 1, 2020, Mr. Daugherty filed Proof of Claim No. 67 ("Claim 67"). On April 6, 2020, Mr. Daugherty filed Proof of Claim No. 77 ("Claim 77"), which superseded and replaced Claim 67 in its entirety. On December 23, 2020, Mr. Daugherty filed Proof of Claim No. 205 (the "Claim" or "Claim 205"), which superseded and replaced Claim 77 in its entirety.

13. On February 22, 2021, this Court entered the *Order Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (ii) Granting Related Relief* [Bankr. Docket No. 1943],³ which confirmed the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* [Bankr. Docket No. 1808] (as amended, the "Plan"). The Plan became effective August 11, 2021 [Bankr. Docket No. 2700].

³ Bankr. Docket No. ___" refers to the docket maintained in Case No. 19-34054-sgj11.

14. On December 8, 2021, the Debtor filed *Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith* [Bankr. Docket No. 3088] (the "Settlement Motion").

15. This Court approved the Settlement Motion on March 8, 2022 [Bankr. Docket No. 3298] (the "Settlement Order"), disallowing Claim 67 and Claim 77 with prejudice and resolving all of Claim 205 other than Mr. Daugherty's claim for the 2008 Refund.

II. Mr. Daugherty Was Employed by the Debtor and Became a Limited Partner

16. Mr. Daugherty was hired by the Debtor in 1998. Later, he became eligible to participate in the Debtor's long-term incentive plan (the "LTIP"). Pursuant to the LTIP, at various times, Mr. Daugherty received limited partnership interests in the Debtor (the "Partnership Interests") and became one of the Debtor's limited partners. At all relevant times with respect to Claim 205 as it relates to the 2008 Tax Refund, Mr. Daugherty's employment was governed by an *Amended and Restated Employment Agreement*, dated as of December 31, 2004 (the "Employment Agreement"). For the 2008 tax year, Mr. Daugherty was allocated 0.740262% of the taxable losses of the Debtor on account of his Partnership Interests.

17. Because the Debtor was a limited partnership, it was a pass-through entity for tax purposes and paid no federal income tax. The Debtor's limited partners, including Mr. Daugherty, were therefore required to pay individual federal income taxes (among other taxes) based on, among other things, their allocable share of the Debtor's income, if any, or could use their allocable share of any losses to offset other current income or, in certain circumstances, carry back losses, and receive a tax refund from the Internal Revenue Service (the "IRS"). Thus, because of his Partnership Interests, Mr. Daugherty was entitled to receive a pass through of his allocable share of any taxable gains or losses generated by the Debtor. Taxable gains increase tax liability; taxable losses decrease tax liability.

III. The 2009 Statement and IRS Audit

18. On February 27, 2009, the Debtor provided Mr. Daugherty with a *Comprehensive Compensation and Benefits Statement* recapping all earnings, awards, and benefits Mr. Daugherty received in connection with his employment by and Partnership Interests in the Debtor during calendar year 2008 (the “2009 Statement”). A true and accurate copy of the 2009 Statement is attached hereto as **Exhibit A**. Such statements were provided to all employees each year at the conclusion of the annual performance review and bonus cycle.

19. The 2009 Statement included what Highland estimated to be the tax refund Mr. Daugherty could expect for tax year 2008 in the amount of \$1,475,816 (the “2008 Refund”). That amount purported to be an estimate of the pre-tax equivalent refund that Mr. Daugherty should have expected to receive from the IRS on account of the losses attributable to his Partnership Interests for the 2008 tax year.

20. The 2008 Refund was “an estimated amount” based on the notion that losses in 2008 would equal or exceed total partnership gains that had been allocated to Mr. Daugherty in tax years 2005, 2006, and 2007 and assuming a 27% effective tax rate for each year for all of the employee limited partners. The amount was then “grossed up” by 35% so that Mr. Daugherty could compare it to the value of the other benefits for being a Debtor partner and employee⁴. Finally, the estimated partner tax refund amount was calculated without reference to Mr. Daugherty’s other personal tax attributes for the 2008 tax year or prior years, and partners were advised that each person’s own actual refund may vary based on their own effective tax rate.

21. While the 2009 Statement vaguely noted that “[i]f actual refund deviates materially from estimate, other compensation will be fairly adjusted,” partners like Mr.

⁴ The calculation of the 2008 Refund was therefore 2005-2007 allocated income of \$3,552,890 x 27% or \$959,280. Then the \$959,280 was divided by 35% for a “pre-tax” calculated amount of \$1,475,816.

Daugherty were told that the tax refund amounts were “not guaranteed,” and that if refund amounts were different, Highland would merely “consider what action to take on a case-by case basis, considering several factors.”

22. As reflected on his K-1 for tax year 2008 (the “2008 K-1”), Mr. Daugherty was allocated ordinary business losses by Highland in excess of \$4 million, along with other losses that well-exceeded the allocated income from 2005-2007.⁵ As shown in the 2008 K-1, Mr. Daugherty received what he was promised in the 2009 Statement, if not more.

23. After the obligations to Mr. Daugherty under the 2009 Statement had been satisfied, the IRS began an audit of Highland’s 2008 tax return (the “2008 Audit”).⁶ On information and belief, the 2008 Audit is not yet fully resolved.

24. On October 31, 2011, Mr. Daugherty terminated his employment with Highland. Pursuant to the express conditions of his Employment Agreement, Mr. Daugherty acknowledged and agreed that the Debtor would “have no further liability or obligation to [Mr. Daugherty] under [the Employment Agreement] or in connection with his/her employment of termination.”

IV. The Alleged Basis for the Claim

25. In the Claim, Mr. Daugherty demands the Debtor pay him \$2,650,353, which consists of the full amount of the 2008 Refund (\$1,475,816) plus interest of \$1,174,537.⁷ Mr.

⁵ In the simplest terms, to determine whether an individual owes additional taxes or is entitled to a refund, income or losses are multiplied by the applicable tax rate. As an example, in a vacuum, \$4 million of taxable losses allocated to an individual in the 27% bracket would result in \$1.1 million of benefit in terms of reduction to their taxes owed (\$4 million x 27% = \$1.1 million). Likewise, \$1 million of adjusted gross income resulting from W-2 wage income for an individual would result in \$270,000 of tax liability for an individual whose effective tax rate is 27%, all else equal.

⁶ Strand Advisors, Inc. (“Strand”), is the Debtor’s “tax matters partner” for purposes of defending the 2008 Audit. Control of Strand reverted to James Dondero—the Debtor’s ousted founder—in 2021, and the Debtor has no role in the 2008 Audit or visibility into its current status or how it is being conducted. On information and belief, the 2008 Audit has not been resolved and is heading to court with a resolution not expected until approximately 2029.

⁷ Mr. Daugherty has provided no statutory or other justification for his claim for interest nor has he provided a proposed interest rate.

Daugherty's theory seems to be that if, upon the conclusion of the 2008 Audit, he is required to reverse the tax loss he received as a limited partner, the Debtor must reimburse him for the entirety of the 2008 Refund with interest. In other words, Mr. Daugherty reads a continuing obligation into the 2009 Statement to indemnify him for personal income taxes he may owe, if any, as a result of the 2008 Audit.

26. However, and as set forth above, there is no such obligation in the 2009 Statement. Mr. Daugherty has no claim.

27. But even if Mr. Daugherty did have a claim (he does not), it would be unliquidated and contingent and subordinated as it arises solely from his Partnership Interests.

FIRST CLAIM FOR RELIEF

(Disallowance under Bankruptcy Code 11 U.S.C. § 502(a))

28. Highland repeats and re-alleges as if set forth herein the foregoing factual allegations.

29. Under 11 U.S.C. § 502(a) a "claim ..., proof of which is filed under section 501 [of the Bankruptcy Code], is deemed allowed, unless a party in interest ... objects." 11 U.S.C. § 502(a).

30. The ultimate burden of proof for a claim always lies with the claimant. *In re Armstrong*, 347 B.R. 581, 583 (Bankr. N.D. Tex. 2006) (citing *Raleigh v. Ill. Dep't of Rev.*, 530 U.S. 15 (2000)).

31. Mr. Daugherty received and has benefited for the past 16 years from the 2008 Refund, *i.e.*, the 2008 losses allocated to Mr. Daugherty as a Highland partner. The benefit he received from the IRS (either as a tax refund or liability reduced through offsetting of income) did not materially deviate from, and may have exceeded, the basis for the estimated 2008 Refund set forth in the 2009 Statement.

32. Accordingly, the Debtor satisfied its obligations (to the extent it even had any) under the 2009 Statement in full, and no additional, future obligations exist under the 2009 Statement. Because the Debtor has satisfied its obligations, Claim 205 should be disallowed in its entirety.

33. Moreover, even if the tax benefits he received related to tax year 2008 materially deviated from the 2009 Statement, Mr. Daugherty would not be able to recover from the Debtor based on the vague statement in the 2009 Statement that lacks the definiteness required to form a contractual obligation.

SECOND CLAIM FOR RELIEF

(Estimation under Bankruptcy Code 11 U.S.C. § 502(c))

34. Highland repeats and re-alleges as if set forth herein the foregoing factual allegations.

35. As set forth above, Mr. Daugherty has no Claim; however, to the extent the Court believes he has one, it is unliquidated and contingent on the final outcome of the 2008 Audit, including the magnitude of any adjustments. If the 2008 Audit is successfully defended, Mr. Daugherty will have no claim.

36. Under 11 U.S.C. § 502(c) “[t]here shall be estimated for purposes of allowance ... (1) any contingent or unliquidated claim, the fixing or liquidation of which ... would unduly delay the administration of the case”

37. The Plan was confirmed in February of 2021 and has been effective since August of 2021. Mr. Daugherty’s Claim is the last unresolved claim⁸ against the estate.

38. It is currently unknown when, if, or how the 2008 Audit will be resolved.

⁸ The Equity Interests in subordinated Class 10 and further subordinated Class 11 have not been allowed under the terms of the Plan.

(Subordination under Bankruptcy Code 11 U.S.C. § 510(b))

41. Under the Bankruptcy Code,

11 U.S.C. § 510(b). Section 510(b) requires the subordination of claims arising from the purchase of the equity itself and all claims arising thereafter as incidents of ownership. *In re SeaQuest Diving, LP*, 579 F.3d 411, 421 (5th Cir. 2009).

43. Mr. Daugherty owned the Partnership Interests, and his Claim is contingent on the IRS clawing back the 2008 Refund he received on account of those Partnership Interests through the 2008 Audit.

10

45. Accordingly, judgment should issue declaring that the Claim—to the extent it is not disallowed in full—is subordinated pursuant to 11 U.S.C. § 510(b) and shall, subject to such other defenses or objections as may exist with respect to the Claim, have the same rank and priority as Class 11 under the Plan.

PRAYER

WHEREFORE, Highland prays for judgment as follows:

1. For the disallowance of the Claim in its entirety;
2. For estimation for the Claim for purposes of allowance and distribution;
3. For subordination of the Claim;
4. For damages and costs of suit, including attorneys' fees, incurred in connection herewith; and
5. For such other and further relief as the Court deems just and proper.

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EXHIBIT A

PAT DAUGHERTY

Date of Hire: 4/3/1998

Comprehensive Compensation and Benefits Statement
February 27, 2009

EARNINGS AND AWARDS

2008 Base Salary, as of 12/31/08 \$ 0

2009 Base Salary, effective March 1, 2009 : \$ 0

2008 Tax Refund \$ 1,475,816

Refund is an estimated amount. If actual refund deviates materially from estimate, other compensation will be fairly adjusted. Refund is expected to be received in approximately 4 months.

Loan Forgiven in 2009 as part of bonus:

2008 Other Awards

- 401K Match
- Defined Benefit

2008 Deferred Compensation

- Retention Award

Highland's Hedge Funds and Private Equity funds, for a variety of reasons, largely preclude redemptions and Highland Capital Management, L.P. may or may not be in a position to provide a cash equivalent upon triggering of any employee specific monetization. Therefore for this deferred compensation award and any previous awards of Option IT and STIP, Employee agrees to accept payment in kind settlement of any monetization if necessary. _____ (Please Initial)

2008 Total Earnings and Awards \$ 0

HIGHLAND PAID BENEFITS

Medical
Dental
Basic and Dependent Life Insurance/AD&D
Short Term Disability and Long Term Disability
Executive LTD
Daily Catered Lunches
Blackberry
Parking

2008 Estimated Total Value of Highland Paid Benefits

TOTAL COMPENSATION PACKAGE \$ 0

Waiver and Release Payments in 2008 \$ 0

ACCEPTED AND AGREED:

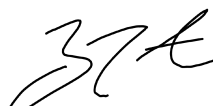
Patrick Daugherty

Date

B1040 (FORM 1040) (12/24)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Highland Capital Management, L.P.		DEFENDANTS Patrick Hagaman Daugherty
ATTORNEYS (Firm Name, Address, and Telephone No.) Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., 13th Floor, Los Angeles, CA 90067, Tel.: (310) 277-6910; and Hayward PLLC, 10501 N. Central Expressway, Suite 106, Dallas, TX 75231, Tel.: (972) 755-7100		ATTORNEYS (If Known)
PARTY (Check One Box Only) ☒ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☐ Trustee		PARTY (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☒ Creditor ☐ Other ☐ Trustee
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Disallowance or estimation of claim under 11 U.S.C. 502 or subordination under 11 U.S.C. 510(b)		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(a) – Recovery of Money/Property ☐ 11-Recovery of money/property - §542 turnover of property ☐ 12-Recovery of money/property - §547 preference ☐ 13-Recovery of money/property - §548 fraudulent transfer ☐ 14-Recovery of money/property - other FRBP 7001(b) – Validity, Priority or Extent of Lien ☐ 21-Validity, priority or extent of lien or other interest in property FRBP 7001(c) – Approval of Sale of Property ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(d) – Objection/Revocation of Discharge ☐ 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(e) – Revocation of Confirmation ☐ 51-Revocation of confirmation FRBP 7001(f) – Dischargeability ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)		FRBP 7001(f) – Dischargeability (continued) ☐ 61-Dischargeability - §523(a)(5), domestic support ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury ☐ 63-Dischargeability - §523(a)(8), student loan ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) ☐ 65-Dischargeability - other FRBP 7001(g) – Injunctive Relief ☐ 71-Injunctive relief – imposition of stay ☐ 72-Injunctive relief – other FRBP 7001(h) Subordination of Claim or Interest ☒ 81-Subordination of claim or interest FRBP 7001(i) Declaratory Judgment ☐ 91-Declaratory judgment FRBP 7001(j) Determination of Removed Action ☐ 01-Determination of removed claim or cause Other ☐ SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> ☐ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
☐ Check if this case involves a substantive issue of state law		☐ Check if this is asserted to be a class action under FRCP 23
☐ Check if a jury trial is demanded in complaint		Demand \$
Other Relief Sought Disallowance or estimation of claim under 11 U.S.C. 502		

B1040 (FORM 1040) (12/24)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Highland Capital Management, L.P.		BANKRUPTCY CASE NO. 19-34054-sgj11
DISTRICT IN WHICH CASE IS PENDING Northern District of Texas	DIVISION OFFICE Dallas	NAME OF JUDGE Stacey G. C. Jernigan
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE May 2, 2025	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Zachery Z. Annable	

INSTRUCTIONS

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.



**PATRICK DAUGHERTY’S ANSWER TO PLAINTIFF
HIGHLAND CAPITAL MANAGEMENT, L.P.’S COMPLAINT
FOR (1) DISALLOWANCE OF CLAIM NO. 205 IN ITS ENTIRETY,
(2) ESTIMATION OF CLAIM NO. 205 FOR ALLOWANCE PURPOSES, OR (3)
SUBORDINATION OF ANY ALLOWED PORTION OF CLAIM NO. 205 OF PATRICK
HAGAMAN DAUGHERTY [DOC. NO. 1] AND ORIGINAL COUNTERCLAIM²**

Defendant Patrick Daugherty files this Answer to Plaintiff Highland Capital Management, L.P.’s Complaint for (1) Disallowance of Claim No. 205 in its Entirety, (2) Estimation of Claim No. 205 for Allowance Purposes, or (3) Subordination of Any Allowed Portion of Claim No. 205 of Patrick Hagaman Daugherty [Doc. No. 1] and Original Counterclaim and would respectfully show the Court as follows:

I. ANSWER TO PRELIMINARY STATEMENT

1. Daugherty admits that he is a former employee of, and former limited partner as a profits interest holder in, Highland. Daugherty admits that he asserted a creditor’s claim (Claim No. 205) against Highland and that he and Highland entered into a binding settlement agreement. Daugherty denies the remaining allegations in Paragraph 1.

2. Daugherty denies the allegations in Paragraph 2 based on Highland’s characterization of the funds Daugherty received from Highland and the effect of those funds on his claims.

3. Daugherty denies the allegations in Paragraph 3.

² Daugherty files this Answer and Counterclaim without waiving the rights and arguments he asserts in his September 26, 2025 Motion to Stay Pending Appeal [Doc. No. 33] currently pending before the Court, as well as his Motion to Dismiss [Doc. No. 5] which the Court denied on September 5, 2025 [Doc. No. 23].

4. Daugherty admits that his remaining claim against Highland depends, at least in part, on the result of the IRS' "final determination" of Highland's 2008 tax return. Daugherty denies the remaining allegations in Paragraph 4.

II. ANSWER TO JURISDICTION AND VENUE

- 5. Daugherty admits the allegations in Paragraph 5.
- 6. Daugherty admits the allegations in Paragraph 6.
- 7. Daugherty admits the allegations in Paragraph 7.
- 8. Daugherty admits the allegations in Paragraph 8.

III. ANSWER TO PARTIES

- 9. Daugherty admits the allegations in Paragraph 9.
- 10. Daugherty admits the allegations in Paragraph 10.

IV. ANSWER TO STATEMENT OF FACTS

- 11. Daugherty admits the allegations in Paragraph 11.
- 12. Daugherty admits the allegations in Paragraph 12.
- 13. Daugherty admits the allegations in Paragraph 13.
- 14. Daugherty admits the allegations in Paragraph 14.
- 15. Daugherty admits the allegations in Paragraph 15.
- 16. Daugherty admits that he was hired by Highland in 1998 and that he later became eligible to participate in various Highland incentive plans including Highland's long-term incentive plan. Daugherty denies the remaining allegations in Paragraph 16.
- 17. Daugherty admits the Highland was a limited partnership and a pass-through entity as alleged in Paragraph 17 but denies any actual or implied characterization that Daugherty's 2008

pre-tax refund was based on taxable losses or that he or any partner other than Dondero, Okada, and their affiliates were ever allowed to participate in pass-through distributions from Highland.

18. Daugherty admits that Highland provided him with the Comprehensive Compensation and Benefits Statement, but Daugherty denies the allegation that such statement was entirely accurate and reserves the right to dispute same.

19. Daugherty admits that the Comprehensive Compensation and Benefits Statement included a characterized estimated tax refund, but Daugherty denies the allegation that such statement was entirely accurate and reserves the right to dispute the same. Daugherty otherwise denies any remaining allegations in Paragraph 19.

20. In response to the allegations in Paragraph 20, Daugherty admits that Highland provided him with the Comprehensive Compensation and Benefits Statement, but Daugherty denies the allegation that such statement was entirely accurate and reserves the right to dispute same.

21. Daugherty denies the characterization of the allegations in Paragraph 21 to the extent that the quotes cited therein refer to non-binding statements or assertions made by or to Daugherty.

22. Daugherty admits that the allegations in Paragraph 22 reflect some of what was included on the 2008 K-1, but Daugherty denies the reference to him receiving what “he was promised . . . if not more” to the extent it refers to something that alters the relevant, binding contractual language.

23. Daugherty admits that the IRS began an audit of Highland’s 2008 tax return but denies that all “obligations” to Daugherty have been satisfied. To the best of Daugherty’s belief, the IRS audit is not yet fully resolved.

24. Daugherty admits that he terminated his employment with Highland on October 31, 2011, because of improprieties regarding treatment of investor accounts, among other things, but Daugherty denies the allegations to the extent Highland interprets them to constitute a waiver on Daugherty's behalf.

25. Daugherty admits that Claim No. 205 originally estimated Highland was liable to him for \$2,650,353 among other costs. Daugherty otherwise denies the allegations in Paragraph 25.

26. Daugherty denies the allegations in Paragraph 26.

27. Daugherty denies the allegations in Paragraph 27.

V. ANSWER TO CLAIMS FOR RELIEF

28. Daugherty denies the allegations in Paragraph 28 to the extent they seek to present prior opinions and legal conclusions as statements of verifiable fact.

29. Paragraph 29 contains statements that are legal conclusions for which no response is required. To the extent a response is required Daugherty denies the allegations.

30. Paragraph 30 contains statements that are legal conclusions for which no response is required. To the extent a response is required Daugherty denies the allegations.

31. Daugherty admits that he earned bonus compensation from Highland in 2008 that was allocatable to him pursuant to Highland's decision to fund the bonus with the tax refund scheme, but Daugherty denies Highland's characterization of same in the allegations in Paragraph 31.

32. Daugherty denies the allegations in Paragraph 32.

33. Daugherty denies the allegations in Paragraph 33.

34. Daugherty denies the allegations in Paragraph 34 to the extent they seek to present prior opinions and legal conclusions as statements of verifiable fact.

35. Daugherty denies the allegations in Paragraph 35.

36. Paragraph 36 contains statements that are legal conclusions for which no response is required. To the extent a response is required Daugherty denies the allegations and further denies the statute governs given the express language of the settlement agreement between Daugherty and Highland.

37. Daugherty admits the allegations in the first sentence of Paragraph 37. Daugherty lacks information to admit or deny the second sentence of Paragraph 37 and therefore denies it.

38. Daugherty admits the allegations in Paragraph 38.

39. Daugherty denies the allegations (and requests for relief) in Paragraph 39.

40. Daugherty denies the allegations in Paragraph 40 to the extent they seek to present prior opinions and legal conclusions as statements of verifiable fact.

41. Paragraph 41 contains legal conclusions for which a response is not required. To the extent a response is required Daugherty denies the allegations.

42. Paragraph 42 contains legal conclusions for which a response is not required. To the extent a response is required, Daugherty denies the allegations.

43. Daugherty admits he owned the Partnership Interests in the form of a profits interest in Highland but denies the remaining allegations in Paragraph 43.

44. Daugherty denies the allegations in Paragraph 44.

45. Daugherty denies the allegations (and request for relief) in Paragraph 45.

VI. PRAYER

Daugherty denies that Highland is entitled to any of the relief requested in its Complaint, or to any relief whatsoever, and requests that Highland's claims be dismissed with prejudice. Daugherty further requests that the Court award it costs and any other relief the Court deems proper.

VII. AFFIRMATIVE DEFENSES

1. Further answering Highland's claims, Daugherty asserts the following defenses without assuming any burden that he would not otherwise have, including without admitting or acknowledging that he bears the burden of proof as to any of the defenses denoted herein.

Prior Material Breach

2. Highland's claims are barred in whole or in part by its prior material breach of the governing employment agreement as well as the settlement agreement previously approved by this Court.

Failure to State a Claim

3. Highland's claims are barred in whole or in part by their failure to state a claim upon which relief can be granted.

Equitable Estoppel

4. Highland's claims are barred in whole or in part by the doctrine of equitable estoppel. Highland and Daugherty entered into a binding settlement agreement wherein Daugherty gave up various rights and claims in exchange for a bargained-for agreement that Highland would not commence litigation under the IRS has concluded audit of Highland's 2008 tax return. Highland's decision to seek judicial modification of a binding contract prevents it from having the

equitable right to relief. Highland should be estopped from bringing the immediate litigation against Daugherty.

Failure of Consideration

5. Highland's claims fail because they are based upon a settlement agreement that was modified without consideration. Daugherty and Highland engaged in robust and detailed negotiations that ultimately culminated in the binding settlement agreement between the parties. Highland's decision to seek judicial modification of the settlement agreement—without providing substitute consideration to Daugherty—renders the Settlement Agreement unenforceable due to failure of consideration.

COUNTERCLAIM AGAINST PLAINTIFF/COUNTER DEFENDANT HIGHLAND CAPITAL MANAGEMENT, L.P.

Defendant/Counter-Plaintiff Patrick Hagaman Daugherty files this Original Counterclaim Against Plaintiff/Counter-Defendant Highland Capital Management, L.P. and would show the Court as follows:

PRELIMINARY STATEMENT

1. On November 22, 2021, Daugherty and Highland signed a Settlement Agreement wherein Daugherty acquired the "interests in HERA and ERA." The Settlement Agreement also mandated that Highland transfer the books and records of HERA (Highland Employee Retention Assets LLC) and ERA (Highland ERA Management LLC) that are "maintained on HCMLP's system." Despite demand, however, Highland refused and failed to turn over all books and records in its possession related to HERA and ERA – entities that Daugherty and his affiliates now own in their entirety. Highland's failure in this regard is a breach of the Settlement Agreement.

2. Daugherty's demand is even more urgent given Highland's latest filing in the main bankruptcy through which Highland seeks to destroy a significant amount of the records in its possession (under the guise of saving \$7,500/month). As the Court is aware, there is extensive litigation between HERA and Dondero and his enablers in other forums. Daugherty bargained for and obtained the interests in HERA and acquired the rights to the HERA books and records in Highland's possession. HERA needs those books and records to continue litigating its claims against James Dondero and other former Highland employees and representatives. The Court should enforce the Settlement Agreement as written and require Highland to turn over to Daugherty what is rightfully his.

JURISDICTION AND VENUE

3. Jurisdiction and venue are proper in this Court for the reasons alleged and authorities cited in Highland's Complaint [Doc. No. 1] and pursuant to Federal Rule of Civil Procedure 13, as incorporated by Federal Rule of Bankruptcy Procedure 7013.

PARTIES

4. Defendant/Counter-Plaintiff Patrick Hagaman Daugherty is an individual residing in the State of Texas.

5. Plaintiff/Counter-Defendant Highland Capital Management, L.P. is a Delaware limited partnership with its principal place of business located at 100 Crescent Court, Suite 1850, Dallas, Texas 75201. Highland has appeared in this adversary proceeding through its attorneys of record.

FACTUAL BACKGROUND

6. Daugherty and Highland executed a Settlement Agreement on November 22, 2021, that provided clarity for both parties as the main bankruptcy case proceeded towards confirmation.

Main Case Docket No. 3088, 3089.³ The Court approved the Settlement Agreement on March 8, 2022. *Id.*

7. Through the Settlement Agreement, Highland agreed to transfer to Daugherty Highland's interests in Highland Employee Retention Assets LLC ("HERA") and ERA Management, LLC ("ERA"). Specifically, the Settlement Agreement provided that, "[Highland] will transfer its interests in HERA and ERA to Daugherty. Such transfer will include the HERA and ERA books and records (spreadsheet) maintained on [Highland's] system." *Id.*

8. The Settlement Agreement was not permissive or discretionary in this regard. The Settlement Agreement required that Highland "will" do these things. Since March 2022, however, Daugherty has made several requests to Highland that it comply with the Settlement Agreement by turning over all of the HERA and ERA books and records. To date, Highland has not complied – and in fact has refused to do so. Daugherty, therefore, brings this counterclaim against Highland.

CAUSES OF ACTION

Count I – Breach of Contract

9. Daugherty incorporates by reference the above paragraphs.

10. On November 22, 2021, after extensive negotiations, Daugherty and Highland executed a binding contract – the Settlement Agreement. The Court approved the Settlement Agreement on March 8, 2022.

11. Daugherty performed and satisfied all obligations that the Settlement Agreement imposed upon him.

³ All capitalized terms used but not defined in this motion shall have the same definitions as they have in the Settlement Agreement at Main Case Doc. No. 3089. The Settlement Agreement is also attached as Exhibit A.

12. Highland breached the Settlement Agreement by refusing to turn over all the HERA and ERA books and records in Highland's possession. Settlement Agreement at ¶ 8 (Highland agreed to turn over to Daugherty all "interests in HERA and ERA to Daugherty...Such transfer will include the HERA and ERA books and records (spreadsheet) maintained on HCMLP's system.").

13. HERA is currently engaged in litigation with Dondero and others in the case styled *Highland Employee Retention Assets LLC v. James Donero, et al.*, Civil Action No. 3:24-cv-00498-K, pending in the United States District Court for the Northern District of Texas. That litigation centers on Dondero's mismanagement of the monetary contributions that numerous Highland employees made into retirement vehicles managed by HERA. But because of Dondero's and others' underhanded efforts to fraudulently transfer assets to benefit themselves and others, those contributions were funneled out of HERA and into various entities and accounts controlled by Dondero, Okada, Ellington and their affiliates.

14. Daugherty bargained for and obtained Highland's interests in HERA as well as Highland's books and records related to HERA. There is no question that Highland breached the Settlement Agreement by refusing to turn over all of those books and records. And as evidenced by Highland's Motion for Order Authorizing Destruction of Documents filed in the main bankruptcy, Highland clearly has no intention of honoring its commitment to turn over documents. *See* Main Bankruptcy Doc. No. 4416. In fact, Highland wants to destroy the very records it contractually promised to turn over to Daugherty.

15. Daugherty asks this Court to find that Highland breached the Settlement Agreement.

Count II – Specific Performance

16. Daugherty incorporates by reference the above paragraphs.

17. The Settlement Agreement is a binding contract that Daugherty has not repudiated or breached.

18. Daugherty performed and satisfied all obligations that the Settlement Agreement imposed upon him.

19. Highland breached the Settlement Agreement by refusing to turn over all the HERA and ERA books and records in Highland's possession. Settlement Agreement at ¶ 8 (Highland agreed to turn over to Daugherty all "interests in HERA and ERA to Daugherty...Such transfer will include the HERA and ERA books and records (spreadsheet) maintained on HCMLP's system.").

20. At all relevant times, Daugherty has been ready, willing, and able to work with Highland to effectuate the transfer of the HERA and ERA books and records.

21. Because of Highland's unique position as the sole custodian of the HERA and ERA books and records that Highland agreed to turn over to Daugherty, the circumstances are such that Daugherty cannot recover absent the Court ordering specific performance. The Court's specific performance order against Highland would be the just result, as the balance of equities tips in favor of Daugherty. *See generally Osborn v. Kemp*, 991 A.2d 1153, 1158 (Del. 2010).

22. If the Court does not order Highland to comply with the terms of the Settlement Agreement and turn over the relevant books and records, Daugherty will be irreparably harmed. HERA will be unable to adequately pursue its litigation against Dondero, Okada, Ellington and the others.

Count III – Attorneys’ Fees

23. Daugherty incorporates by reference the above paragraphs.

24. As a result of Highland’s bad faith conduct and breach of the Settlement Agreement, Daugherty has been forced to retain the services of the undersigned counsel to pursue his claims in this case. Because Delaware law governs the Settlement Agreement, Daugherty asks the Court to award him his reasonable and necessary attorneys’ fees due to Highland’s bad faith conduct. *See generally Tandycrafts, Inc. v. Initio Partners*, 562 A.2d 1162, 1164 (Del. 1989); *see also Slawik v. State*, 480 A.2d 636, 639 n. 5 (Del. 1984). The requirements of the Settlement Agreement are clear – Highland “will” turn over the HERA and ERA books and records to Daugherty. In bad faith, Highland has refused to do so, and the Court should award Daugherty his attorneys’ fees accordingly.

CONCLUSION AND PRAYER

Defendant Patrick Hagaman Daugherty prays that the Court render final judgment that Highland takes nothing by its suit and award Daugherty a judgment against Highland for:

- a. Specific performance against Highland that it be required to turn over the books and records in its possession related to HERA and ERA;
- b. Daugherty’s actual and compensable damages, if any;
- c. Daugherty’s reasonable and necessary attorneys’ fees;
- d. All costs of court;
- e. Post-judgment interest accruing on the foregoing amounts at the maximum rate allowed by law; and
- f. Any such further relief, both general and specific, legal or equitable, to which Daugherty may be justly entitled.

Dated: October 3, 2025.

Respectfully submitted,

GRAY REED

By: /s/ Andrew K. York

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Andrew K. York
Texas Bar No. 24051554
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Counsel to Patrick Daugherty

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing instrument was served on all Parties or counsel of record herein on this 3rd day of October 2025, via the CM/ECF system and/or email.

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/s/ Andrew K. York

ANDREW K. YORK

EXHIBIT A

Final Execution Copy

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement”) is made and entered into by and between (i) Highland Capital Management, L.P., as reorganized debtor (“HCMLP” or the “Debtor”), and (ii) Patrick Hagaman Daugherty (“Daugherty” and together with HCMLP, the “Parties,” and individually as a “Party”). This Settlement provides for the treatment of certain claims asserted by Daugherty against the Debtor, and for the Parties to take certain other specified actions in settlement thereof.

RECITALS

WHEREAS, on October 16, 2019 (the “Petition Date”), the Debtor filed a voluntary petition for relief under title 11 of the United States Code (the “Bankruptcy Code”);

WHEREAS, the Debtor’s chapter 11 case (the “Bankruptcy”) is pending in the Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”);

WHEREAS, on February 2 and 3, 2021, the Court conducted a confirmation hearing with respect to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) [Docket No. 1808] (the “Plan”);

WHEREAS, on February 8, 2021, the Court rendered an opinion from the bench in which it confirmed the Plan [Docket No. 1924];

WHEREAS, on February 22, 2021, the Court issued an order confirming the Plan [Docket No. 1943];

WHEREAS, on August 11, 2021, the Effective Date (as defined in the Plan) occurred [Docket No. 2700];

WHEREAS, Daugherty is a former employee and limited partner of the Debtor and has

served in other positions with affiliates and former affiliates of the Debtor;

WHEREAS, at the time of his resignation, Daugherty owned 19.1% of the preferred units of Highland Employee Retention Assets LLC (“HERA”), an employee deferred compensation vehicle managed by the Debtor and Highland ERA Management, LLC (“ERA”) and contends that he owned or had the right to own all of the preferred units of HERA;

WHEREAS, prior to his resignation from HCMLP, Daugherty was awarded units of HERA, which vehicle owned interests in Restoration Capital Partners, LP (“RCP”), an HCMLP managed private equity fund, and other investments;

WHEREAS, in April 2012, the Debtor commenced an action against Daugherty in Texas state court (the “Texas Action”), and Daugherty subsequently asserted counterclaims for breach of contract and defamation, and third-party claims against HERA and others;

WHEREAS, after a three-week trial, the jury returned a verdict partially in favor of the Debtor, but Daugherty prevailed on his claims against the Debtor and James Dondero (“Dondero”) for defamation with malice and a third-party claim against HERA and was awarded damages of \$2.6 million against HERA, plus prejudgment and post-judgment interest at 5% (the “HERA Judgment”);¹

WHEREAS, in July 2017, after being unable to collect on the HERA Judgment, Daugherty commenced an action against the Debtor, Dondero, HERA, and ERA Management in the Delaware Chancery Court (the “Delaware Court”), in a case captioned *Daugherty v. Highland Capital Management, L.P., et al.*, C.A. No. 2017-0488-MTZ, for fraudulent transfer, promissory estoppel, unjust enrichment, indemnification, and fees on fees (the “Highland Delaware Case”);

¹ The Debtor prevailed on its claims against Mr. Daugherty for breach of contract and breach of fiduciary duty for non-monetary damages and obtained an award of \$2.8 million in attorney’s fees. The HERA Judgment was affirmed on appeal on December 1, 2016.

WHEREAS, the Delaware Court in the Highland Delaware Case (i) found that the Dondero-related defendants improperly withheld dozens of documents in discovery on privilege grounds, and (ii) ruled that there was “a reasonable basis to believe that a fraud has been perpetrated” such that the Delaware Court applied the “crime-fraud exception” to the attorney-client privilege assertion, and such rulings have not been overturned;

WHEREAS, Daugherty asserts that such withholding of documents and the failure to search defendants’ and their employees personal electronic devices for stored documents and texts as well as other emails and domain names such as sasmtg.com and gmail.com which were in their possession and control and to provide required discovery injured him by undermining his attempts to build an evidentiary record to support his claims against the Debtor and the other defendants in the Highland Delaware Case;

WHEREAS, on October 14, 2019, the Highland Delaware Case proceeded to trial and two days later, on October 16, 2019, before the completion of the trial and before the Delaware Court ruled on Daugherty’s and the Debtor’s cross-motions for summary judgment regarding indemnification and fees on fees, the Debtor filed for bankruptcy;

WHEREAS, on December 1, 2019, Daugherty filed a separate lawsuit in the Delaware Court, captioned *Daugherty v. Dondero, et al.*, C.A. No. 2019-0956-MTZ, against Dondero, HERA, ERA, Hunton Andrews Kurth LLP (“Andrews Kurth”), Marc Katz (“Katz”), Michael Hurst (“Hurst”), the Debtor’s Chief Compliance Officer, the Debtor’s then in-house counsel (Isaac Leventon (“Leventon”)), and the Debtor’s then general counsel (Scott Ellington (“Ellington”)), for conspiracy to commit fraud, among other claims (the “HERA Delaware Case” and together with the Highland Delaware Case, the “Delaware Cases”);

WHEREAS, on April 1, 2020, Daugherty filed a general, unsecured, non-priority claim

against the Debtor in the amount of at “least \$37,483,876.59,” and such claim was denoted by the Debtor’s claims agent as Proof of Claim No. 67 (“Proof of Claim No. 67”);

WHEREAS, on April 6, 2020, Daugherty filed a general, unsecured, non-priority claim against the Debtor in the amount of at “least \$37,482,876.62” that superseded Proof of Claim No. 67 and that was denoted by the Debtor’s claims agent as Proof of Claim No. 77 (“Proof of Claim No. 77”);

WHEREAS, on August 31, 2020, the Debtor commenced an adversary proceeding against Daugherty by filing a complaint (the “Complaint”) in which the Debtor: (1) objected to Proof of Claim No. 77 on various grounds (the “Claim Objection”), and (2) asserted a cause of action for the subordination of part of Daugherty’s claim pursuant to section 510(b) of the Bankruptcy Code. Adv. Proc. No. 20-03107 (the “Adv. Proc.”) [Adv. Docket No. 1] (the “Adversary Proceeding”);

WHEREAS, on September 29, 2020, Daugherty filed his answer to the Complaint [Adv. Docket No. 8] (the “Answer”);

WHEREAS, on September 24, 2020, Daugherty filed his *Motion to Confirm Status of Automatic Stay, or Alternatively to Modify Automatic Stay* [Docket No. 1099] (the “Stay Motion”) pursuant to which he sought to sever the Debtor from the Highland Delaware Case and then consolidate the remaining claims in the Highland Delaware Case into the HERA Delaware Case and proceed with one case against the non-Debtor parties;²

WHEREAS, on October 23, 2020, Daugherty filed a motion seeking leave to amend his Proof of Claim No. 77 [Docket No. 1280] (the “POC Amendment Motion”). The amended proof

² On October 8, 2020, the Debtor commenced a second adversary proceeding against Daugherty (the “Second Adversary Proceeding”), seeking to enjoin him from prosecuting the Delaware Cases. Adv. Proc. 20-03128 (“2d Adv. Proc.”) [2d Adv. Proc. Docket No. 1]. On January 29, 2021, the parties filed a Settlement that resolved the Second Adversary Proceeding, and the Second Adversary Proceeding was subsequently dismissed with prejudice. [2d Adv. Proc. Docket No. 12].

of claim attached to the POC Amendment Motion increased Daugherty's general, unsecured, non-priority claim against the Debtor to the amount of at "least \$40,410,819.42" and sought to supersede Proof of Claim No. 67 and Proof of Claim No. 77;

WHEREAS, on October 23, 2020, Daugherty filed his *Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018 Motion*, seeking for his Claim to be temporarily allowed for voting purposes in this amount of \$40,410,819.42 [Docket No. 1281] (the "3018 Motion");

WHEREAS, on November 3, 2020, the Court granted the Stay Motion [Docket No. 1327];

WHEREAS, the Debtor opposed the 3018 Motion, and after conducting an evidentiary hearing for the limited purpose of determining the 3018 Motion, the Court entered an order temporarily allowing Daugherty's Claim only for voting purposes in the amount of \$9,134,019 [Docket No. 1474];

WHEREAS, on December 10, 2020, the Court entered an order [Docket No. 1533] granting the POC Amendment Motion, and Daugherty was permitted to file an amendment to his proof of claim. On December 23, 2020, Daugherty filed an amended proof of claim, designated by the Debtor's claim agent as Proof of Claim No. 205 ("Proof of Claim No. 205" or the "Daugherty Claim"). Proof of Claim No. 205 superseded Proof of Claim No. 77 and increased the amount of the Daugherty's Claim to \$40,710,819.42;

WHEREAS, on November 30, 2020, Daugherty filed his Motion to Lift the Automatic Stay (the "Lift Stay Motion") [Docket No. 1491] seeking to lift the automatic stay to allow him to finish his trial in the Delaware Court and liquidate his claims. The Debtor opposed the Lift Stay Motion, and after a hearing was held on December 17, 2020, the Court denied the relief requested in the Lift Stay Motion [Docket No. 1612];

WHEREAS, except with respect to the Reserved Claim (as defined below), the Parties have agreed to settle and resolve all claims and disputes between them and their respective current affiliates, managed entities, and employees, including the Daugherty Claim, on the terms set forth in this Settlement:

AGREEMENT

NOW, THEREFORE, after good-faith, arms-length negotiations, and in consideration of the foregoing, it is hereby stipulated and agreed that:

1. Allowed Claims: In full satisfaction of the entirety of the Daugherty Claim against the Debtor and HCMLP Released Parties (defined below), excluding the Reserved Claim, Daugherty shall receive (a) an allowed general unsecured Class 8 claim in the amount of \$8,250,000; (b) an allowed subordinated general unsecured Class 9 claim in the amount of \$3,750,000; and (c) a one-time lump sum cash payment in the amount of \$750,000 to be paid within 5 business days of Bankruptcy Court approval of this Settlement Agreement.

2. Recovery: The Debtor makes no representation or warranty as to the recovery on Class 8 or Class 9 claims under the Plan.

3. Observation Access: As soon as practicable following entry of an order of the Bankruptcy Court approving this Settlement, HCMLP shall use reasonable efforts to petition the Claimant Trust Oversight Board³ to permit Daugherty to have access as an observer to meetings of the Claimant Trust Oversight Board, subject to policies, procedures, and agreements applicable to other observers of the Claimant Trust Oversight Board, including policies, procedures, and agreements related to confidentiality and common interest. Whether Daugherty will be granted observer access and any continuing observer access is and will remain at the sole discretion of the

³ The Claimant Trust Oversight Board refers to the Oversight Board as defined in the August 11, 2021 Highland Claimant Trust Agreement establishing the Claimant Trust, as defined therein.

Claimant Trust Oversight Board.

4. RCP Track Record: HCMLP shall use reasonable efforts to provide Daugherty with data constituting the investment performance track record of RCP during Daugherty's tenure at HCMLP. Daugherty shall not be entitled to any compensation with respect to the performance of RCP. HCMLP makes no representations or warranties regarding such data and takes no responsibility with respect to the use of such data for any purposes.

5. Daugherty Releases: Except as specifically provided in this paragraph 5, and to the maximum extent permitted by applicable law, the Debtor, on behalf of itself and each of the HCMLP Entities and HCMLP Parties (as those terms are defined in paragraph 6 below), hereby forever, finally, fully, unconditionally, and completely releases, relieves, acquits, remises, and exonerates, and covenants never to sue Daugherty, his successors, affiliates, and assigns, (and in each such category to include their respective advisors, trustees, directors, officers, managers, members, partners, employees, beneficiaries, shareholders, agents, participants, subsidiaries, parents, affiliates, and designees) (collectively, the "Daugherty Additional Release Parties" and together with Daugherty, the "Daugherty Released Parties"), in each case acting in such capacity, for and from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, liens, losses, costs and expenses (including, without limitation, attorney's fees and related costs), damages, injuries, suits, actions, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, contingent or fixed, at law or in equity, statutory or otherwise, including, without limitation those which were or could have been asserted in the Bankruptcy, including the Adversary Proceeding, the Texas Action, or the Delaware Cases, all existing as of the date hereof (collectively, the "HCMLP Released Claims"); provided, however, that such release shall not

8

HCMLP Entities, the “HCMLP Released Parties”),⁴ in each case acting in such capacity, for and from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, liens, losses, costs and expenses (including, without limitation, attorney’s fees and related costs), damages, injuries, suits, actions, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, contingent or fixed, at law or in equity, statutory or otherwise, including without limitation those which were or could have been asserted in the Bankruptcy, including the Adversary Proceeding, the Texas Action, the Daugherty Claim, or the Highland Delaware Case (collectively, the “Daugherty Released Claims”); provided, however, that such release shall not apply with respect to the Reserved Claim or the Reserve Motion (as those terms are defined in paragraph 9 below) or HCMLP’s obligations under this Settlement. This release expressly applies to all current employees of HCMLP as the Reorganized Debtor (as defined in the Plan), in their capacities as such. For the avoidance of doubt, the Daugherty Released Claims includes all claims or causes of action and facts, known or unknown, that exist as of the date hereof but do not include or apply to claims or causes of action based on facts occurring after the date hereof.

7. Reservation of Daugherty Rights: Notwithstanding anything contained herein to the contrary, the term HCMLP Released Parties shall not include (a) NexPoint Advisors, L.P. (or any of its subsidiaries and employees, advisors, or agents), (b) the Charitable Donor Advised Fund, L.P. (and any of its subsidiaries, including CLO Holdco, Ltd., and any of their respective employees, advisors, or agents), (c) NexBank, SSB (or any of its subsidiaries, employees, advisors, or agents), (d) James Dondero or any trust in which Dondero or any of his family members are a trustee or beneficiary (or any trustee acting for such trust), including but not limited to Hunter

⁴ The Daugherty Additional Released Parties and the HCMLP Released Parties are collectively referred to as the “Additional Released Parties.”

Mountain Investment Trust, The Get Good Trust, Dugaboy Investment Trust, SLHC Investment Trust, (e) HERA (subject to paragraph 8 below), (f) ERA (subject to paragraph 8 below), (g) Grant Scott, (h) Mark Okada and any trust in which Mark Okada or any of his family members are a beneficiary (or any trustee acting for such trust in their respective capacities), (i) Ellington, (j) Leventon, (k) Katz, (l) Hurst, (m) Andrews Kurth, or (n) any other former employee (as of the date hereof) of the HCMLP Released Parties.

8. HERA and ERA: The Parties acknowledge and agree that as of the date hereof, HERA and ERA have no material assets other than potential claims that may exist against persons or entities not released at or prior to the date hereof, and no claims against the HCMLP Released Parties. The allowed claims provided in paragraph 1 hereof are expressly agreed to in order to satisfy any liability the Debtor may have in connection with the HERA Judgment. To facilitate recovery of such potential claims – which expressly excludes any and all claims by or in the name of HERA and ERA against any of the HCMLP Released Parties -- HCMLP will transfer its interests in HERA and ERA to Daugherty. Such transfer will include the HERA and ERA books and records (spreadsheet) maintained on HCMLP's system. Such transfer will be without representation or warranty of any type; including, for the avoidance of doubt, without any representation or warranty as to the merits of the potential claims or the efficacy of the transfer of the potential claims. Such transfer will be without any liability or material cost to HCMLP or its affiliates or the other HCMLP Released Parties, including any liability in respect of any assets that HERA or ERA ever actually or allegedly owned, possessed, or controlled and that were actually or allegedly transferred, conveyed, sold, written off or otherwise disposed of (in any such case, a "Disposition"). In connection with the transfer, HERA and ERA have expressly released the HCMLP Released Parties from any and all claims, including any claims actions or remedies related

to any Disposition, either of them may have against any HCMLP Released Party now or in the future (the “HERA and ERA Release”). Daugherty on behalf of himself and each of the Daugherty Released Parties acknowledges, accepts, and agrees not to challenge the HERA and ERA Release or support any challenge thereto. A copy of the HERA and ERA Release is annexed hereto as **Exhibit A**. Daugherty acknowledges and agrees that even though HERA and ERA are not HCMLP Released Parties under this Agreement, Daugherty and all Daugherty Released Parties shall (a) not seek to hold any HCMLP Released Party liable for any action or inaction taken by or on behalf of HERA or ERA, including through any derivative, veil-piercing or similar cause of action or remedy; and (b) not seek to recover damages or obtain any form of relief against any HCMLP Released Party on account of any action or inaction taken by or on behalf of HERA or ERA, including through any veil piercing or similar cause of action or remedy. If, for any reason, HERA or ERA, or any person or entity acting on their behalf, recovers anything from any HCMLP Released Party, Daugherty shall promptly turnover to HCMLP or its successors and assigns any amounts actually recovered by Daugherty or any Daugherty Released Party, from HERA or ERA arising from, related to, or derived from any claim that HERA or ERA or any person or entity acting on their behalf has or may have against any HCMLP Released Party. HCMLP will provide reasonable assistance to Daugherty to assist with the preparation of any required HERA K-1s for 2021, but any requirement to provide such K-1s will be the obligation, if any, of HERA.

9. IRS Compensation Claim: In section 4(ii) of the Addendum to Proof of Claim No. 205, Daugherty contends that he has a contingent, unliquidated claim against the Debtor arising out of a 2008/2009 compensation letter (the “Reserved Claim”), which claim is also related to an audit/dispute between the Debtor and the Internal Revenue Service (the “IRS”) (the dispute between the Debtor and IRS being referred to herein as the “IRS Audit Dispute”). The Debtor

disputes the validity and amount of the Reserved Claim. Daugherty shall retain the Reserved Claim solely against the Debtor and not against any other HCMLP Released Party, and the Debtor reserves the right to assert any and all defenses thereto. Any litigation by and between the Debtor and Daugherty concerning the validity and amount of the Reserved Claim shall be stayed until the IRS makes a final determination with respect to the IRS Audit Dispute; provided, however, that Daugherty may file a motion with the Bankruptcy Court to have the Reserved Claim estimated for purposes of establishing a reserve as a “Disputed Claim” under the Debtor’s Plan (the “Reserve Motion”), and the Debtor (and any successor) reserves the right to assert any and all defenses thereto. Notwithstanding the foregoing, Daugherty may address any personal claim or personal liability to the IRS as a result of the IRS Audit Dispute, including settlement of any such claims; provided, however, Daugherty agrees to forego settling or addressing any claims with the IRS without the written consent of the Debtor until March 31, 2022.

10. Current HCMLP Employees: The HCMLP Parties set forth on **Appendix A** hereto are currently employed by the Debtor are HCMLP Released Parties. By executing a copy of this Settlement and delivering it to Daugherty, each of the persons on Appendix A agrees not to sue, attempt to sue, or threaten or work with or assist any entity or person to sue, attempt to sue, or threaten any Daugherty Released Party on or in connection with any claim or cause of action arising prior to the date of this Settlement.

11. Dismissal and Motions in Other Actions. Within ten business days after approval of this Settlement by the Bankruptcy Court, the Parties shall take all steps necessary (a) to dismiss with prejudice (i) the Highland Delaware Case, as against the Debtor and any HCMLP Released Party, and (ii) the HERA Delaware Case, as against every HCMLP Released Party, (b) to file an agreed motion and proposed order to partially vacate the final judgment entered against Daugherty

in the Texas Action, (c) withdraw HCMLP's objection to the Daugherty motion to recuse in the Texas Action, and (d) to dismiss the Adversary Proceeding with prejudice. The parties shall file the foregoing motions and withdrawals substantially in the form of the documents annexed hereto as **Exhibit B**.

12. Additional Third Party Claims Discovery: The Debtor (a) shall accept service of any subpoenas via email served by Daugherty in connection with the Delaware Cases on behalf of itself, the HCMLP Entities, the HCMLP Parties (but only in their capacity as employees of HCMLP); and (b) acknowledge and consent to the jurisdiction of the Delaware Chancery Court for purposes of enforcing any such subpoenas, subject in all respects to the rights that the HCMLP Entities and HCMLP Parties to defend the requested production, if any.

13. Settlement of Third Party Claims: Daugherty shall not settle any claims or causes of action against any current or former director, officer, employee, agent or representative of HCMLP or Strand Advisors Inc. (collectively, the "Potentially Indemnified Parties") to the extent such claims have been brought or could have been brought against any Potentially Indemnified Parties, if any such settlement designates, defines or describes the settled claims as arising out of or relating to simple negligence or as having otherwise been within the scope of employment of the Potentially Indemnified Party.

14. Claims Register: As soon as practicable after the Settlement Effective Date, HCMLP shall instruct the claims agent in the Debtor's chapter 11 case to adjust the claims register in accordance with this Settlement.

15. Daugherty Representations: Daugherty represents and warrants to each of the HCMLP Released Parties that (a) he has full authority to release the Daugherty Released Claims and has not sold, transferred, or assigned any Daugherty Released Claim to any other person or

entity and that (b) no person or entity other than Daugherty has been, is, or will be authorized to bring, pursue, or enforce any Daugherty Released Claim on behalf of, for the benefit of, or in the name of (whether directly or derivatively) Daugherty.

16. HCMLP Representations: Each of HCMLP and each HCMLP Released Party who has signed this Settlement represents and warrants to Daugherty that (a) he, she or it has not sold, transferred, pledged, assigned or hypothecated any HCMLP Released Claim to any other person or entity and (b) he, she, or it has full authority to release any HCMLP Released Claims that such HCMLP Released Party personally has against Daugherty.

17. Additional HCMLP Representations: HCMLP represents and warrants that it is releasing the HCMLP Released Claims on behalf of the HCMLP Entities to the maximum extent permitted by any contractual or other legal rights HCMLP possesses. To the extent any of the HCMLP Entities dispute HCMLP's right to release the HCMLP Released Claims on behalf of any of the HCMLP Entities, HCMLP shall use commercially reasonable efforts to support Daugherty's position, if any, that such claims were released herein. For the avoidance of doubt, HCMLP will have no obligations to assist Daugherty under this paragraph if HCMLP has been advised by external counsel that such assistance could subject HCMLP to liability to any third party or if such assistance would require HCMLP to expend material amounts of time or money. HCMLP shall not argue in any forum that the non-signatory status of any of the HCMLP Entities to this Settlement shall in any way affect the enforceability of this Settlement vis-à-vis any of the HCMLP Entities. The Parties agree that all of the HCMLP Entities are intended third-party beneficiaries of this Release.

18. HCMLP Covenant: HCMLP and the HCMLP Entities covenant and agree that they will not pursue or seek to enforce any injunctions entered in the Texas Action against

Daugherty.

19. Entire Agreement; Modification: This Settlement contains the entire agreement between the Parties as to its subject matter and supersedes and replaces any and all prior agreements and undertakings between the Parties. This Settlement may not be modified other than by a signed writing executed by the Parties.

20. Bankruptcy Court Approval: Notwithstanding anything to the contrary contained herein, the effectiveness of HCMLP and the Claimant Trust's execution of this Settlement shall be subject to entry of an order of the Bankruptcy Court approving this Settlement. HCMLP shall take all steps necessary to file with the Bankruptcy Court a motion for an order approving this Settlement pursuant to Federal Rule of Bankruptcy Procedure 9019 and section 363 of the Bankruptcy Code (the "Motion"). The parties agree to cooperate in the preparation and prosecution of the Motion which shall be filed no later than 5 business day after execution of this Settlement, unless such time is extended by mutual agreement.

21. Counterparts: This Settlement may be executed in counterparts (including facsimile and electronic transmission counterparts), each of which will be deemed an original but all of which together constitute one and the same instrument and shall be effective against a Party or Additional Released Party upon approval of the Settlement by the Bankruptcy Court.

22. Governing Law; Jurisdiction: This Settlement will be exclusively governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles, and all claims relating to or arising out of this Settlement, or the breach thereof, whether sounding in contract, tort, or otherwise, will likewise be governed by the laws of the State of Delaware, excluding Delaware's conflicts of law principles. The Bankruptcy Court will retain exclusive jurisdiction over all disputes relating to this Settlement.

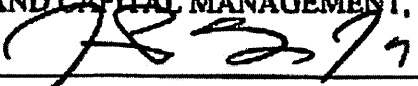
23. Headings: Paragraph headings included herein are for convenience and shall have no impact whatsoever on the meaning or interpretation of any part of this Settlement.

[Remainder of page intentionally left blank]

In witness whereof, the parties hereto, intending to be legally bound, have executed this
Settlement as of the day and year set forth below:

Dated: 11-24-21

HIGHLAND CAPITAL MANAGEMENT, L.P.

By: 

Name: James P. Seery, Jr.

Title: Chief Executive Officer

HIGHLAND CLAIMANT TRUST

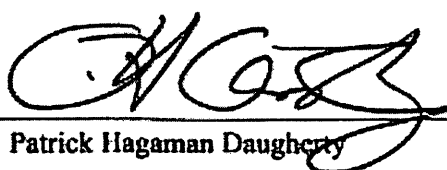
By: 

Name: James P. Seery, Jr.

Title: Claimant Trustee

Dated: 11/22/21

PATRICK HAGAMAN DAUGHERTY

By: 

Name: Patrick Hagaman Daugherty

EXHIBIT A

HERA RELEASE AGREEMENT

This HERA Release Agreement (“HERA Release Agreement”) is entered into as of November 21, 2021 by and among Highland Capital Management, L.P., as reorganized debtor (“HCMLP” or the “Debtor”), Patrick Hagaman Daugherty (“Daugherty”), Highland Employee Retention Assets, LLC (“HERA”) and Highland ERA Management, LLC (“ERA” and together with HCMLP, and HERA, the “Parties,” and individually as a “Party”).

WHEREAS, reference is hereby made to the Settlement Agreement (the “Settlement”) of even date herewith and attached hereto made and entered into by and between the Debtor, the Highland Claimant Trust, and Daugherty.

WHEREAS, the Settlement settles all of Daugherty’s claims against the HCMLP Released Parties, including all claims against the HCMLP Released Parties relating to transfers of assets from HERA.

WHEREAS, the Settlement includes, among other things, the transfer by HCMLP to Daugherty of HCMLP’s interests in HERA and ERA.

WHEREAS, under the Settlement such transfer is being made without any liability to any of the HCMLP Released Parties of any type and is conditional on the full release of, and covenant not to sue, each of the HCMLP Released Parties, by and from HERA, ERA, Daugherty and the Daugherty Released Parties.

WHEREAS, neither HERA nor ERA filed proofs of claim in the Bankruptcy and have no claims against HCMLP.

WHEREAS, out of an abundance of caution to confirm that HERA, ERA, Daugherty, and the Daugherty Released Parties have no claims against the HCMLP Released Parties, this HERA Release Agreement is being entered into contemporaneously with the Settlement and constitutes an

essential part thereof.

WHEREAS, capitalized terms used herein but not otherwise defined herein have the respective meanings set forth in the Settlement.

NOW, THEREFORE, in consideration of the entry into of the Settlement, the transfer of the equity interests in HERA and ERA to Daugherty in accordance with the Settlement, and for other good and valuable consideration, including the provisions set forth herein, the parties hereto further agree as follows:

1. Upon entry of an order of the Bankruptcy Court approving this Settlement and to the maximum extent permitted by law, Daugherty, on behalf of himself and each of the Daugherty Additional Release Parties, together with each of HERA and ERA (Daugherty, the Daugherty Additional Release Parties, HERA and ERA shall be collectively referred to herein as the "HERA Releasing Parties"), each hereby forever, finally, fully, unconditionally, and completely releases, relieves, acquits, remises, and exonerates, and covenants never to sue, any of the HCMLP Released Parties for and from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, liens, losses, costs and expenses (including, without limitation, attorney's fees and related costs), damages, injuries, suits, actions, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, contingent or fixed, at law or in equity, statutory or otherwise, including without limitation those which were or could have been asserted in the Bankruptcy, including the Adversary Proceeding, the Texas Action, the Daugherty Claim, Highland Delaware Case, or the HERA Delaware Case (collectively, "Claims"), in each case that in any way arise from or otherwise in any way relate to HERA or ERA, including, without limitation, any actual or potential claims, whether known or unknown, in any way related to or

arising out of the formation, management, operation or assets of HERA, ERA or any of their respective predecessors or successors, including the transfer of any assets to or from HERA or ERA, it being understood that all remaining assets of HERA have been transferred to HCMLP prior to the date hereof, and in addition to the releases set forth above, each of the HERA Releasing Parties irrevocably waives and releases and covenants not to sue with respect to any Claims against any of the HCMLP Released Parties in any way related to any such transfers or assets, whether *in personam* with respect to the HCMLP Released Parties or *in rem* with respect to any of their assets (collectively, the “HERA Released Claims”) or any other Disposition.

2. This Release constitutes a part of, and is supplemental to, the provisions of the Settlement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

HIGHLAND EMPLOYEE RETENTION ASSETS, LLC

By: Highland ERA Management, LLC, its manager

By: Highland Capital Management, LP

Name: James P. Seery, Jr.
Title: Chief Executive Officer

HIGHLAND ERA MANAGEMENT, LLC

By:

Name: James P. Seery, Jr.
Title: Authorized Signatory

HIGHLAND CAPITAL MANAGEMENT, L.P.

By:

Name: James P. Seery, Jr.
Title: Chief Executive Officer

PATRICK HAGAMAN DAUGHERTY

By:

Name: Patrick Hagaman Daugherty
Title:

HERA Release Agreement as of the date set forth above.

In witness whereof, the parties hereto, intending to be legally bound, have executed this

EXHIBIT B

**HIGHLAND CAPITAL
MANAGEMENT, L.P.,**

V.

Defendant and Counter-Plaintiff,

v.

Third-Party Defendants.

DALLAS COUNTY, TEXAS

68th JUDICIAL DISTRICT

TO THE HONORABLE JUDGE OF SAID COURT:

1. On July 14, 2014, this Court entered a *Final Judgment* (the “Judgment”) that, among other things, granted Highland’s motion for injunctive relief against Daugherty.

2. The Judgment was amended on March 23, and June 23, 2017.

3. On October 16, 2019, filed a petition under chapter 11 in the United States Bankruptcy Court for the District of Delaware (“Highland’s Bankruptcy Case”). On October 24,

2019, as a result of the commencement of Highland's Bankruptcy Case, the Supreme Court of Texas issued an order abating a related case that Daugherty had brought in that court, Case No. 19-0758. Highland's Bankruptcy Case was subsequently transferred to the United States Bankruptcy Court for the Northern District of Texas.

4. Daugherty asserted certain claims against Highland in Highland's Bankruptcy Case. The Parties have fully and finally resolved their disputes pursuant to a settlement agreement (the "Settlement Agreement") reached in the Highland Bankruptcy Case pursuant to which, among other things, (a) all of Daugherty's known and unknown claims against each of the Highland Released Parties (as those terms are defined in the Settlement Agreement) are resolved, and (b) this Motion seeking the *vacatur* of certain provisions of the Judgment specifically set forth below is being filed.

5. Highland and Daugherty hereby agree and stipulate that the Court has plenary power to issue an order granting this Motion because the Court retained authority to enforce the permanent injunction rendered in the Judgment, and that changed circumstances have now arisen such that the Court should dissolve the permanent injunction. Highland and Daugherty further agree and stipulate that this Motion shall be treated as an agreement of the Parties pursuant to Texas Rule of Civil Procedure 11, and is fully enforceable. *See Coale v. Scott*, 331 S.W.3d 829, 831-32 (Tex. App.—Amarillo 2011, no pet.) ("Irrespective of whether a trial court lost its plenary jurisdiction over its judgment, the trial court's authority to approve a Rule 11 agreement does not depend on whether it has such jurisdiction.").

6. Highland and Daugherty agree that the following portions of the Judgment shall be vacated pursuant to their settlement in the Highland Bankruptcy:

- a. The second full paragraph on Page 2 of the Judgment, which begins “The Court, after considering the jury’s findings regarding Daugherty’s breaches of contract and breaches of fiduciary duty . . .”;
- b. The permanent injunction rendered against Daugherty in the third full paragraph on Page 2 of the Judgment, which begins “It is therefore further ORDERED that Daugherty be and hereby is commanded to cease and desist from . . .”;
- c. The fourth and fifth full paragraphs on Page 2 of the Judgment awarding Highland a monetary judgment against Daugherty for reasonable and necessary attorney’s fees, as well as post-judgment interest on that award¹; and
- d. The jury’s answers to Questions 1, 2, 5, 6, 9 and 12 in the Verdict, which was attached as Exhibit 1 to the Judgment.

7. Highland and Daugherty further agree that, as a result of the vacation of the permanent injunction in the Judgment, Highland hereby withdraws any pending motions to show cause or motions for contempt against Daugherty that allege Daugherty violated or is violating the permanent injunction. Highland also agrees not to seek to enforce the permanent injunction in any manner in the future.

¹ Daugherty previously satisfied the monetary judgment awarded to Highland, and Highland filed a release of the monetary judgment. Although Highland and Daugherty have agreed to vacate the monetary judgment awarded to Highland, Daugherty waives and relinquishes any right or claim to recover any amount previously paid in satisfaction of the Judgment and Highland shall not be required to reimburse Daugherty for his prior satisfaction of the monetary judgment. To the extent Daugherty is entitled to indemnification for any liabilities, losses, and damages allegedly incurred by him for actions taken in connection with Highland’s business, including the liabilities Daugherty allegedly incurred in connection with this action and the Judgment, such indemnification claims have been fully and finally satisfied and resolved under the Settlement Agreement.

8. Concurrent with the filing of this Motion, Daugherty will file a motion to dismiss his as-yet unfiled petition for review pending before the Supreme Court of Texas under Case No. 19-0758.

9. Highland and Daugherty further agree that any portions of the Judgment that are not specifically vacated pursuant to this Motion shall remain in full force and effect.

WHEREFORE, Highland and Daugherty pray that the Court grant this Motion in its entirety, and for all further relief, at law or in equity, the Court deems necessary.

Respectfully submitted,

GRAY REED & McGRAW LLP

By: /s/ Sonya D. Reddy
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State Bar No. 24051554
E-mail: dyork@grayreed.com
SONYA D. REDDY
State Bar No. 24079188
E-mail: sreddy@grayreed.com

1601 Elm Street, Suite 4600
Dallas, Texas 75201
(214) 954-4135
(214) 953-1332 (Fax)

ATTORNEYS FOR PATRICK DAUGHERTY

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been transmitted by electronic transmission to all counsel of record on February __, 2021, as follows:

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Crystal J. Woods
DLA PIPER LLP (US)
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jchilders@lynnllp.com

Attorneys for Third-Party Defendants HERA,
Patrick Boyce, and William Britain

/s/ Sonya D. Reddy
SONYA D. REDDY

APPENDIX A (signatures to follow)

1. James P. Seery, Jr.
2. Cameron Baynard
3. Nathan Burns
4. Timothy Cournoyer
5. Naomi Chisum
6. Stetson Clark
7. Sean Fox
8. Matthew Gray
9. Kristin Hendrix
10. David Klos
11. Vishal Patel
12. Thomas Surgent
13. Michael Throckmorton



Jason S. Brookner (Texas Bar No. 24033684)
Andrew K. York (Texas Bar No. 24051554)
Joshua D. Smeltzer (Texas Bar No. 24113859)
Drake M. Rayshell (Texas Bar No. 24118507)

GRAY REED

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dyork@grayreed.com

jsmeltzer@grayreed.com

drayshell@grayreed.com

Counsel to Patrick Daugherty

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

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

**DECLARATION OF ANDREW K. YORK IN
SUPPORT OF PATRICK DAUGHERTY’S OBJECTION TO MOTION
FOR AN ORDER AUTHORIZING (A) THE DESTRUCTION OF CERTAIN
DOCUMENTS AN OBSOLETE EQUIPMENT AND (B) FOR RELATED RELIEF**

I, Andrew K. York, pursuant to 28 U.S.C. § 1746, under penalty of perjury, declare as follows:

1. I am an attorney of record for Patrick Daugherty (“Daugherty”) in both the main bankruptcy proceeding, Case No. 19-34054-sgj11, and Adversary Proceeding Case No. 25-03055-sgj11. I am able to swear, and hereby do swear, that the facts stated in this declaration are true and

¹ Highland’s last four digits of its taxpayer identification number are (8357). The headquarters and service address for Highland is 100 Crescent Court, Suite 1850, Dallas, TX 75201.

correct and are within my personal knowledge. I make this declaration in support of Patrick Daugherty's *Objection to the Motion for an Order Authorizing (A) The Destruction of Certain Documents and Obsolete Equipment and (B) For Related Relief* [Docket No. 4416] (the "Motion") filed by Highland Capital Management, L.P.'s ("Debtor" or "Highland"), the Highland Claimant Trust (the "Claimant Trust"), and (collectively, Highland and the Claimant Trust "Movants").

2. On October 6, 2025, in response to the Motion, I drafted and sent a letter to Highland's counsel, John Morris, requesting additional details about the information that Movants seek to destroy through their Motion. A true and correct copy of that letter is attached here to as Exhibit D-1.

3. On October 8, 2025, Mr. Morris responded to my letter by providing the Iron Mountain Inventory List in .pdf format (the "First Inventory List"). A true and correct copy of that email is attached hereto as Exhibit D-2. A true and correct copy of the First Inventory List is attached hereto as Exhibit D-3.

4. On October 9, 2025, my associate, Drake Rayshell emailed Mr. Morris indicating that the list was missing data due to the formatting of the columns within the document. A true and correct copy of that email is attached hereto as Exhibit D-4.

5. Mr. Morris responded on October 9, 2025 and provided a different .pdf copy of the Iron Mountain Inventory List (the "Second Inventory List"). A true and correct copy of that email is attached hereto as Exhibit D-5. A true and correct copy of the Second Inventory List is attached hereto as Exhibit D-6.

6. On October 26, 2025, with no additional details forthcoming and after my team's review the Second Inventory List, I emailed Mr. Morris identifying the deficiencies in the Iron

Mountain information and requesting a response to the inquiries in my October 6 letter. A true and correct copy of that email is attached hereto as Exhibit D-7.

7. Mr. Morris responded on October 27, 2025, that it was “too bad Mr. Daugherty did not find anything on the inventory list that might be useful” and refused to engage in further meaningful discussion regarding the contents of my October 6 letter. A true and correct copy of that email is attached hereto at Exhibit D-8.

8. I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

Executed in Dallas County, Texas on the 28th Day of October 2025.

/s/ Andrew K. York

Andrew K. York

EXHIBIT D-1





ANDREW K. YORK
DIRECT DIAL: (469) 320-6114
EMAIL: dyork@grayreed.com

1601 ELM STREET, SUITE 4600
DALLAS, TEXAS 75201
www.grayreed.com

October 6, 2025

VIA EMAIL: jmorris@pszjlaw.com

John Morris
PACHULSKI STANG ZIEHL & JONES LLP
1700 Broadway, 36th Floor
New York, New York 10019

Re: Case No. 19-34054-sgj11, *In re: Highland Capital Management, L.P.* and
Case 25-03055-sgj, *Highland Capital Management, L.P. v. Patrick
Hagaman Daugherty*

Dear John:

I am writing concerning *Highland Capital Management, L.P. and The Highland Claimant Trust's Motion for an Order Authorizing (A) The Destruction of Certain Documents and Obsolete Equipment and (B) for Related Relief* (Doc. No. 4416 in Case No. 19-34054-sgj11). As you know, Highland brought an adversary complaint against Patrick Daugherty (Case No. 25-03055). Additionally, Highland and Daugherty entered into a settlement agreement that included an obligation for Highland to turn over all books and records of Highland Employee Retention Assets, LLC ("HERA") to Daugherty. We have a number of concerns regarding statements in the Motion, and request answers and clarifications to the following items so that Daugherty can adequately evaluate how he will respond to the Motion:

1. The Motion indicates that Highland believes the information contained in the 2,414 boxes of Documents and 1,573 boxes of Retained Documents is duplicative of what is contained on a cloud-based storage solution. What efforts has Highland made to ensure that the materials contained in these boxes of Documents and Retained Documents are all available electronically? Further, what efforts has Highland made to ensure that the boxes of Documents and Retained Documents do not contain any hard copies that contain information (such as handwritten notes) not available on the electronic versions of the same documents?

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2. The Motion states that the Documents and Retained Documents “are not needed for any pending or foreseeable litigation.” Do the Documents and Retained Documents contain any information concerning Daugherty’s compensation while at Highland? Do the Documents and Retained Documents contain any information concerning Daugherty and/or his team’s performance and investments while at Highland? Do the Documents and Retained Documents contain any information concerning Daugherty’s and/or his team’s investments after he left Highland? Has Highland confirmed the Documents and Retained Documents do not include the “Separation Agreement” Daugherty supposedly was bound by upon his resignation from Highland in 2011? Do the Documents and Retained Documents contain any information concerning the matters that Daugherty worked on between 2007 and 2011 including the out of court restructuring of Highland led by Daugherty when Highland defaulted on its credit facility during the great Financial Crisis?
3. Although Highland turned over some of HERA’s books and records, it has not turned over all of them. Daugherty has repeatedly requested all of the books and records, only to be rebuffed. Please confirm that the Documents and Retained Documents do not include any of HERA’s books and records. Please also confirm that the Documents and Retained Documents do not include any documents or communications among Highland employees concerning HERA. Finally, it is clear from past hearings that Highland is aware of HERA’s lawsuit against James Dondero, Mark Okada, Scott Ellington and others currently pending in the Northern District of Texas. Please confirm that the Documents and Retained Documents do not include any documents, communications or records that might be related to HERA’s allegations in that lawsuit including but not limited to (1) all casefiles, documents and correspondence with outside counsel regarding matters listed in invoices that were allocated to HERA; (2) all casefiles, work product, and communications from Ellington, Sargent, and Leventon concerning HERA pursuant to their purported representation of HERA; (3) all casefiles, invoices and communications from outside counsel who purported to represent HERA as counsel or whose invoices were allocated to HERA; (4) all documents and communications, that relate to direct investments of HERA from 2009 to the present; (5) all documents and communications that relate to HERA’s investment in Restoration Capital Partners, LP (aka RCP); (6) all documents and communications that relate to Restoration Capital Partners, LP’s underlying investments including but not limited to Cornerstone Healthcare, Trussway Holdings and affiliates, Metro Goldwyn Mayer (aka MGM), Building Materials Holding, Safety-Kleen Systems, DBSD North America, American HomePatient, Lifecare Holdings; (7) all documents and communications regarding any offered follow-on or add-on investment related to any initial underlying investments of Restoration Capital Partners, LP; (8) all documents and communications regarding any financing, re-financing or incurrence of debt to any initial underlying

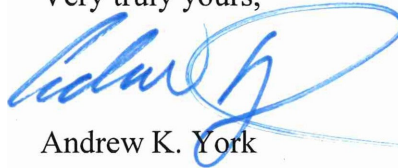
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investments of Restoration Capital Partners, LP; and (9) any documents or communications concerning tax and/or accounting matters related to HERA.

4. Is Highland willing to share with Daugherty the “inventory describing the boxes and their contents” referenced in the Motion?

Please respond in writing no later than close of business October 8, 2025, to these items so Daugherty has sufficient time to evaluate and continue any conferral with Highland to try to narrow any issues relating to the Motion. Additionally, we note that you have not set the Motion for hearing nor included a negative notice provision within your Motion. Absent doing so, and subject to the response we get to this letter, Daugherty will be filing an objection and/or a response before the hearing in accordance with the Court’s local rules.

Very truly yours,



Andrew K. York

AKY/sll

EXHIBIT D-2



From: [John A. Morris](#)
To: [Deutsch-Perez, Deborah R.](#); [Drew K. York](#)
Cc: [Jeff Pomerantz](#); [Aigen, Michael P.](#); [Drake Rayshell](#)
Subject: [EXTERNAL] Highland: Inventory of Boxes to be Destroyed
Date: Wednesday, October 8, 2025 2:11:59 PM
Attachments: [image001.jpg](#)
[Iron Mountain Inventory for destruction.pdf](#)

Deborah and Drew:

You have each inquired about the Documents subject to the Destruction Motion.

While your clients have no right to obtain any of the Documents, Highland would like to avoid any objection to the Motion.

Toward that end, attached is the inventory of the boxes subject to the Motion (I understand the list is searchable). To resolve any objection, please let us know if your clients want copies of the Documents in any box; assuming they are plausibly related to some on-going litigation, we can arrange to have them copied at your client's expense and provide them pursuant to an agreed-upon confidentiality agreement.

Regards,

John

John A. Morris

Pachulski Stang Ziehl & Jones LLP

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Tel: 212.561.7700 | Fax: 212.561.7777

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Los Angeles | New York | Wilmington, DE | Houston | San Francisco

EXHIBIT D-3



CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262346	131262346 NRM	1.2	1.2	11/18/2003	11/24/2003	11/1/1994	U	NO	D C0054 A005429804	PHY TRADE TICKETS/EXPENSES	1994-1996	21796422													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262349	131262349 NRM	1.2	1.2	11/18/2003	11/24/2003	11/1/1994	U	NO	D C0054 A005429804	CLOSED DEAL	FORMAX CLARK DYNATECH														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262350	131262350 NRM	1.2	1.2	11/18/2003	11/24/2003	11/1/1994	U	NO	D C0054 A005429805	CLOSED DEALS DADE BEHRING	CHARTER COMM TWIN CITIES														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262351	131262351 NRM	1.2	1.2	11/18/2003	11/24/2003	11/1/1994	U	NO	D C0054 A005429809	CLOSED DEALS	REUNIONS NOMURA BUDGET														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262352	131262352 NRM	1.2	1.2	11/18/2003	11/24/2003	11/1/1994	U	NO	D C0054 A005429802	CLOSED DEALS ACCURDE KEVCO	MS SCHOENTSTEIN BIG V														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262353	131262353 NRM	1.2	1.2	11/18/2003	11/24/2003	11/1/1994	U	NO	D C0054 B0043103001	CLOSED DEALS	DADE BEHRING														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262354	131262354 NRM	1.2	1.2	11/18/2003	11/24/2003	11/1/1994	U	NO	D PP012 3004035407	KZH PAMCO	2000-2001														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262355	131262355 NRM	1.2	1.2	11/18/2003	11/24/2003	11/1/1994	U	NO	D C0054 B0043103008	ACCOUNTING CASH RPTS 98-99	KZH MLCBO ETC														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262356	131262356 NRM	1.2	1.2	11/18/2003	11/24/2003	11/1/1994	U	NO	D C0054 B0043103026	ACCOUNTING CASH RPTS	KZH 1998-1999														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262357	131262357 NRM	1.2	1.2	11/18/2003	11/24/2003	11/1/1994	U	NO	D C0063 F0016303105	MONTHLY MARKS FILES	1997-1998														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262358	131262358 NRM	1.2	1.2	11/18/2003	11/24/2003	11/1/1994	U	NO	D C0054 B0043103005	MISCELLANEOUS FILES	CHRIS LUCAS														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262359	131262359 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 B0043103002	MONTHLY MARKS 1999/	LEGACY DOCS/PROSPECTUS FILES														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262361	131262361 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 B0043103005	SCANNED CREDIT AGREEMENTS	VARIOUS C CREDITS														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262362	131262362 NRM	1.2	1.2	11/20/2003	11/24/2003	11/18/2003	U	NO	D C0054 B0043103401	SCANNED CREDIT AGREEMENTS	VARIOUS C CREDITS														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262363	131262363 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0051 1004060407	AMERICAN HOME PATIENT	1985/27801														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262364	131262364 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 B0043103004	AMERICAN HOMEPATIENT															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262365	131262365 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 B0043103006	PENTACON	BANKRUPTCY DOCS														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262366	131262366 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 A005429804	QUALITY STORES															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262367	131262367 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 A005429803	ALADDIN	BANKRUPTCY DOCS														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262368	131262368 NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D C0054 A0063100606	BIG V HOLDING CORP															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262369	131262369 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 A005429807	BIG V HOLDING CORP															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262370	131262370 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 A005429809	BIG V HOLDING CORP															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262371	131262371 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 B004310107	FOOTHILLS MALL															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262372	131262372 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 B004310108	FOOTHILLS MALL															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262373	131262373 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 B004310109	FOOTHILLS MALL															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262374	131262374 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 B004310205	HEDSTROM DOCUMENTS															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262375	131262375 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 A005429808	CONSECO CLOSING DOCS															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262376	131262376 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 B004310206	ALADDIN DOCUMENTS															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262377	131262377 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 A005429803	CLOSED DEALS WINWRELL	HUNTSMAN PACKAGING														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262378	131262378 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 B004310104	CLOSED DEALS JAF MCQUAY	FOSTERGRANT CLASSIC CABLE														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262380	131262380 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 B004310103	PREMIER CRUISES															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262381	131262381 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 B004310102	PREMIER CRUISES															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262382	131262382 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 B004310202	PREMIER CRUISES															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262383	131262383 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 A005429809	ALADDIN DOCUMENTS															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262384	131262384 NRM	1.2	1.2	11/20/2003	11/24/2003	11/1/2003	U	NO	D C0054 A005429803	OLD WAITING FOR ORIGINALS															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262389	131262389 NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D C0042 M002337003	AMERICAN REF-FUEL/AUTOCAM/	BE AEROSPACE														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262390	131262390 NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D C0042 M002110204	ACAPULCO ACQUISITION															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262391	131262391 NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D PP022 D005930203	ACERNA/AMC ENTERTAINMENT															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262393	131262393 NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D C0042 M002339001	AMERICAN SKIING BOX 1 OF 2															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262394	131262394 NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D C0042 M002339003	AMERICAN SKIING BOX 1 OF 2															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262395	131262395 NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D C0042 M002110104	AMERICAN GREETING	AEROSTRUCTURES														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262396	131262396 NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D C0042 M001920703	ARENA BRANDS BOX 1 OF 2															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262397	131262397 NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D C0042 M002121003	ARENA BRANDS BOX 2 OF 2															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262398	131262398 NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D C0042 M002121006	ARENA BRANDS BOX 2 OF 2															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262399	131262399 NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D C0042 M002110306	MAGNATRX BOX 1 OF 2															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262400	131262400 NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D C0042 M002110105	MAGNATRX BOX 2 OF 2															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262401	131262401 NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D C0042 M001910704	KSL RECREATION															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262402																									

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262805	131262805	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D CF0114500256C04	1/1/1997	1/1/2000		U	NO	D LMS2165008163001	RECOVER DOCUMENTS - CREDIT	1987-2000			159926303		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262805	131262805	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04107000910509		1/1/1989	1/1/1989	#####	U	NO	D BV04237000210804	T/S BOX				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262809	131262809	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	PROSPECT STREET				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262810	131262810	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	MARKETING & CORRESPONDENCE				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262811	131262811	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	COAST HIGHLANDS CLO				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262812	131262812	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS STAR WRTX TELE				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262813	131262813	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS VENEHAN				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262814	131262814	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS MIKHON				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262815	131262815	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262816	131262816	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS NETEL PARTNERS				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262817	131262817	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS ALANIS BRANDS				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262818	131262818	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS TRIARC				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262819	131262819	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262820	131262820	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS LAIDLAW				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262821	131262821	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS STAR WRTX TELE				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262822	131262822	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS AZTAR				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262823	131262823	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS HOLLENGER				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262824	131262824	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS RICH HOLDINGS				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262825	131262825	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS USAG RELATES SUN				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262826	131262826	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS USAG GREGATES SUN				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262827	131262827	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS WALLS WERNER				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262828	131262828	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS AZTAR				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262829	131262829	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS ACME METAL AMFAC				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262830	131262830	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS INTEGRATED HEALTH				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262831	131262831	NRM	1.2	1.2			12/14/2001	12/17/2001			U	NO	D BV04237000210804					U	NO	D BV04237000210804	CLOSING DOCS ALANIS BRANDS				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262835	131262835	OUT	1.2	1.2			12/14/2001	12/17/2001			U	NO	D C241128000230111					U	NO	D C241128000230111	BANK STATEMENTS				21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262836	131262836	NRM	1.2	1.2			12/19/2001	4/3/2002			U	NO	D C0882AA005110201					U	NO	D C0882AA005110201	CLOSING DOCUMENTS				23853518	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262837	131262837	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D C0882AA005110101					U	NO	D C0882AA005110101	CLOSED FILES VARIOUS				23853518	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262838	131262838	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D C0882AA005110102					U	NO	D C0882AA005110102	CLOSED FILE				23853518	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262839	131262839	OUT	1.2	1.2			12/20/2001	4/3/2002			U	NO	D GP022070013101001					U	NO	D GP022070013101001	CLOSED BANK FILES VARIOUS				35363417	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262840	131262840	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D LMS2165000750303					U	NO	D LMS2165000750303	CLOSED FILES MISC				172370525	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262841	131262841	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D C0882AA005110902					U	NO	D C0882AA005110902	CLOSED FILE				23853518	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262842	131262842	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D C0882AA005110202					U	NO	D C0882AA005110202	CLOSED FILE				23853518	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262843	131262843	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D C0882AA005110201					U	NO	D C0882AA005110201	CLOSED FILE				23853518	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262844	131262844	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D C0882AA005110401					U	NO	D C0882AA005110401	CLOSED FILE				23853518	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262845	131262845	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D C0882AA005230801					U	NO	D C0882AA005230801	CLOSED FILE				23853518	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262846	131262846	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D C0882AA005110203					U	NO	D C0882AA005110203	CLOSED FILE				23853518	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262847	131262847	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D C0882AA005110301					U	NO	D C0882AA005110301	CLOSED FILE				23853518	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262848	131262848	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D C0882AA005110901					U	NO	D C0882AA005110901	CLOSED FILE				23853518	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262849	131262849	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D C0882AA005110402					U	NO	D C0882AA005110402	CLOSED FILE				23853518	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262850	131262850	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D C0882AA005110801					U	NO	D C0882AA005110801	CLOSED FILE				23853518	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262851	131262851	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D C0882AA005110302					U	NO	D C0882AA005110302	CLOSED FILES JOAN FABRICS				23853518	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262852	131262852	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D C0882AA005110103					U	NO	D C0882AA005110103	CLOSED FILE				23853518	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262853	131262853	NRM	1.2	1.2			12/20/2001	4/3/2002			U	NO	D C0882AA005110204					U	NO	D C0882AA005110204	C					

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262964	131262964	NRM	1.2	1.2	6/20/2002	7/8/2002	#####	U	NO	D C0074A000280406	CLOSING DOCUMENTS PCD	IBU FILES	131262964	7/12/2002	7/8/2002	#####	U	NO	D C0074A000310042	CLOSING DOCUMENTS PCD	MANCO PRODUCTS	25764462					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262965	131262965	NRM	1.2	1.2	6/20/2002	7/8/2002	#####	U	NO	D C0074A000310042	CLOSING DOCUMENTS PCD	IBU FILES	131262965	7/12/2002	7/8/2002	#####	U	NO	D C0082 D0005130104	CLOSING DOCUMENTS METRO DOOR	LIDHEART NEWSPAPER	25764462					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262966	131262966	NRM	1.2	1.2	6/20/2002	7/8/2002	#####	U	NO	D C0074A0002820406	CLOSING DOCUMENTS	IBU FILES SECOND ROUND	131262966	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005830201	IBU FILES SECOND ROUND	BRAD BORUD PATRICK CONNER	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262967	131262967	NRM	1.2	1.2	6/20/2002	7/8/2002	#####	U	NO	D C0074A0002510004	CLOSING DOCS PEGASUS PCD	IBU FILES SECOND ROUND	131262967	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005830205	IBU FILES SECOND ROUND	ETRYMAN AND DAVIS D	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262968	131262968	NRM	1.2	1.2	6/20/2002	7/8/2002	#####	U	NO	D C0074A0002510004	CLOSING DOCS PEGASUS PCD	IBU FILES SECOND ROUND	131262968	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005830205	IBU FILES SECOND ROUND	JOHN MORGAN	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262971	131262971	NRM	1.2	1.2	6/20/2002	7/8/2002	#####	U	NO	D C0074A0003110902	CLOSING DOCUMENTS METRO DOOR	IBU FILES	131262971	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005831072	IBU FILES SECOND ROUND	DAVE KURT JOE PAUL KENNETH	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262972	131262972	NRM	1.2	1.2	6/20/2002	7/8/2002	#####	U	NO	D C0082 D0005030704	CLOSING DOCUMENTS MONITRONICS	IBU FILES SECOND ROUND	131262972	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	MIKE RICH	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262983	131262983	NRM	1.2	1.2	6/21/2002	7/8/2002	#####	U	NO	D P0022 D005830201	IBU FILES SECOND ROUND	IBU FILES SECOND ROUND	131262983	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005830408	IBU FILES SECOND ROUND	PATRICK CONNER	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262984	131262984	NRM	1.2	1.2	6/21/2002	7/8/2002	#####	U	NO	D P0022 D005830408	IBU FILES SECOND ROUND	IBU FILES SECOND ROUND	131262984	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	TODD TRAVERS ETC	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262985	131262985	NRM	1.2	1.2	6/21/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	IBU FILES SECOND ROUND	131262985	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	DAVE KURT JOE PAUL KENNETH	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262986	131262986	NRM	1.2	1.2	6/21/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	IBU FILES SECOND ROUND	131262986	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	MIKE RICH	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262987	131262987	NRM	1.2	1.2	6/21/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	IBU FILES SECOND ROUND	131262987	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	PATRICK CONNER	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262988	131262988	NRM	1.2	1.2	6/21/2002	7/8/2002	#####	U	NO	D P0022 D005830408	IBU FILES SECOND ROUND	IBU FILES SECOND ROUND	131262988	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	TODD TRAVERS ETC	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262990	131262990	NRM	1.2	1.2	6/25/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	IBU FILES SECOND ROUND	131262990	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	DAVE KURT JOE PAUL KENNETH	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262994	131262994	NRM	1.2	1.2	6/25/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	IBU FILES SECOND ROUND	131262994	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	MIKE RICH	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262996	131262996	NRM	1.2	1.2	6/25/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	IBU FILES SECOND ROUND	131262996	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	PATRICK CONNER	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262997	131262997	NRM	1.2	1.2	6/25/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	IBU FILES SECOND ROUND	131262997	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	TODD TRAVERS ETC	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262999	131262999	NRM	1.2	1.2	6/25/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	IBU FILES SECOND ROUND	131262999	7/12/2002	7/8/2002	#####	U	NO	D P0022 D005830102	IBU FILES SECOND ROUND	DAVE KURT JOE PAUL KENNETH	136764203					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131263002	131263002	OUT	1.2	1.2	7/10/2002	7/12/2002	#####	U	NO	D C0024F000341003	CLOSING DOCUMENTS	IBU FILES	131263002	7/12/2002	7/12/2002	#####	U	NO	D C0024F000341003	CLOSING DOCUMENTS	IBU FILES	131263002					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131263003	131263003	OUT	1.2	1.2	7/10/2002	7/12/2002	#####	U	NO	D C0024F000341003	CLOSING DOCUMENTS	IBU FILES	131263003	7/12/2002	7/12/2002	#####	U	NO	D C0024F000341003	CLOSING DOCUMENTS	IBU FILES	131263003					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131263004	131263004	NRM	1.2	1.2	7/10/2002	7/12/2002	#####	U	NO	D C0024F000341003	CLOSING DOCUMENTS	IBU FILES	131263004	7/12/2002	7/12/2002	#####	U	NO	D C0024F000341003	CLOSING DOCUMENTS	IBU FILES	131263004					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131263010	131263010	NRM	1.2	1.2	7/10/2002	7/12/2002	#####	U	NO	D C0024F000341003	CLOSING DOCUMENTS	IBU FILES	131263010	7/12/2002	7/12/2002	#####	U	NO	D C0024F000341003	CLOSING DOCUMENTS	IBU FILES	131263010					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131263011	131263011	NRM	1.2	1.2	7/10/2002	7/12/2002	#####	U	NO	D C0024F000341003	CLOSING DOCUMENTS	IBU FILES	131263011	7/12/2002	7/12/2002	#####	U	NO	D C0024F000341003	CLOSING DOCUMENTS	IBU FILES	131263011					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131263043	131263043	OUT	1.2	1.2	7/10/2002	7/12/2002	#####	U	NO	D C0024F000341003	CLOSING DOCUMENTS	IBU FILES	131263043	7/12/2002	7/12/2002	#####	U	NO	D C0024F000341003	CLOSING DOCUMENTS	IBU FILES	131263043					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131263056	131263056	NRM	1.2	1.2	7/11/2002	10/30/2002	#####	U	NO	D C0072 U003610901	BANKRUPTCY REPORTS	IBU FILES	131263056	10/30/2002	10/30/2002	#####	U	NO	D C0072 U003610901	BANKRUPTCY REPORTS	IBU FILES	131263056					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131263059	131263059	NRM	1.2	1.2	7/12/2002	10/30/2002	#####	U	NO	D C0072 U003610901	BANKRUPTCY REPORTS	IBU FILES	131263059	10/30/2002	10/30/2002	#####	U	NO	D C0072 U003610901	BANKRUPTCY REPORTS	IBU FILES	131263059					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131263060	131263060	NRM	1.2	1.2	8/19/2002	9/5/2002	#####	U	NO	D C0064 X001620003	CLOSED FILES	IBU FILES	131263060	9/5/2002	9/5/2002	#####	U	NO	D C0064 X001620003	CLOSED FILES	IBU FILES	131263060					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	224509601	224509601	NRM	1.2	1.2	8/19/2002	9/5/2002	#####	U	NO	D C0074 Y002120708	CLOSED FILES	IBU FILES	224509601	9/5/2002	9/5/2002	#####	U	NO	D C0074 Y002120708	CLOSED FILES	IBU FILES	224509601					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	224509602	224509602	NRM	1.2	1.2	8/19/2002	9/5/2002	#####	U	NO	D C0064 X001620001	CLOSED FILES	IBU FILES	224509602	9/5/2002	9/5/2002	#####	U	NO	D C0064 X001620001	CLOSED FILES	IBU FILES	224509602					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	224509603	224509603	NRM	1.2	1.2	8/19/2002	9/5/2002	#####	U	NO	D C0074 Y002120803	CLOSED FILES	IBU FILES	224509603	9/5/2002	9/5/2002	#####	U	NO	D C0074 Y002120803	CLOSED FILES	IBU FILES	224509603					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	224509604	224509604	NRM	1.2	1.2	8/19/2002	9/5/2002	#####	U	NO	D C0074 Y002120803	CLOSED FILES	IBU FILES	224509604	9/5/2002	9/5/2002	#####	U	NO	D C0074 Y002120803	CLOSED FILES	IBU FILES	224509604					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	224509605	224509605	NRM	1.2	1.2	8/19/2002	9/5/2002	#####	U	NO	D C0064 X001620002	CLOSED FILES	IBU FILES	224509605	9/5/2002	9/5/2002	#####	U	NO	D C0064 X001620002	CLOSED FILES	IBU FILES	224509605					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	224509606	224509606	NRM	1.2	1.2	8/19/2002	9/5/2002	#####	U	NO	D C0064 X001620003	CLOSED FILES	IBU FILES	224509606	9/5/2002	9/5/2002	#####	U	NO	D C0064 X001620003	CLOSED FILES	IBU FILES	224509606					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	224509607	224509607	NRM	1.2	1.2	8/19/2002	9/5/2002	#####	U	NO	D C0064 X001620002	CLOSED FILES	IBU FILES	224509607	9/5/2002	9/5/2002	#####	U	NO	D C0064 X001620002	CLOSED FILES	IBU FILES	224509607					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	224509608	224509608	NRM	1.2	1.2	8/19/2002	9/5/2002	#####	U	NO	D C0064 X001620005	CLOSED FILES	IBU FILES	224509608	9/5/2002	9/5/2002	#####	U	NO	D C0064 X001620005	CLOSED FILES	IBU FILES	224509608					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	224509609	224509609	NRM	1.2	1.2	8/19/2002	9/5/2002	#####	U	NO	D C0064 X001620001	CLOSED FILES	IBU FILES	224509609	9/5/2002	9/5/2002	#####	U	NO	D C0064 X001620001	CLOSED FILES	IBU FILES	224509609					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	224509610	224509610	NRM	1.2	1.2	8/19/2002	9/5/2002	#####	U	NO	D C0064 X001620001	CLOSED FILES	IBU FILES	224509610	9/5/2002	9/5/2002	#####	U	NO	D C0064 X001620001	CLOSED FILES	IBU FILES	224509610					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	224509611	224509611	NRM	1.2	1.2	8/19/2002	9/5/2002	#####	U	NO	D C0064 X001620001	CLOSED FILES	IBU FILES	224509611	9/5/2002	9/5/2002	#####	U	NO	D C0064 X001620001	CLOSED FILES	IBU FILES	224509611					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	224509612	224509612	NRM	1.2	1.2	8/19/2002	9/5/2002	#####	U	NO	D C0064 X001620001	CLOSED FILES	IBU FILES	224509612	9/5/2002	9/5/2002	#####	U	NO	D C0064 X001620001	CLOSED FILES	IBU FILES	224509612					
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	224509613	224509613	NRM	1.2	1.2	8/20/2002	9/5/2002	#####	U	NO	D C0064 X001620001	CLOSED FILES	IBU FILES	224509613	9/5/2002													

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509710	53 NRM	1.2	1.2	5/31/2005	U	NO	D LMS216500075003	CLOSED CREDITS	IN BOX	1.2	1.2	5/31/2005	U	NO	D LMS216500075003	CLOSED CREDITS	SEE LIST IN BOX	172370525										
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509711	54 NRM	1.2	1.2	5/31/2005	U	NO	D LMS216500075003	CLOSED CREDITS	SEE LIST IN BOX	172370525																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509712	55 NRM	1.2	1.2	5/31/2005	U	NO	D C0054 R005820103	CLOSED TRADE TICKETS 2004	CLOSED CREDITS BONDS LIST IN B	129243663																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509713	56 NRM	1.2	1.2	5/31/2005	U	NO	D LMS216500075003	CLOSED CREDITS TOTAL 18	LIST IN BOX	172370525																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509714	57 NRM	1.2	1.2	5/31/2005	1/1/1997	1/1/2004	U	NO	D C0032 C001730902	TOWER AIR ENGINE	CLOSED 11-15-02	51900209																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509715	58 NRM	1.2	1.2	5/31/2005	1/1/1997	1/1/2004	U	NO	D C0032 C001730902	TOWER AIR ENGINE	CLOSED 11-15-02	51900209																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509716	59 NRM	1.2	1.2	5/31/2005	4/9/2002	#####	U	NO	D LMS216500074004	CLOSED CREDITS	OLD BONDS & VARIOUS DOCS	172370525																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509717	60 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130503	PERFORMANCE LOGISTICS	GENERAL DOCS SOLD 3 25 04	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509718	61 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130404	PERFORMANCE LOGISTICS	FINANCIALS AND ACO DOCS	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509719	62 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130702	CASE LOGIC SOLD 9 24 04	BOX 1 OF 2	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509720	63 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130702	CASE LOGIC SOLD 9 24 04	BOX 2 OF 2	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509721	64 NRM	1.2	1.2	6/16/2005	U	NO	D LMS216500082302	CLOSED CREDITS	LIST ATTACHED TO TRANS SHEET	172370525																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509722	65 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130504	CHANNEL MASTER	BINDERS 2001 2002 VOL 1 5	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509723	66 NRM	1.2	1.2	6/16/2005	U	NO	D LMS216500074002	CLOSED CREDITS OLD CREDITS	LIST IN BOX	172370525																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509724	67 NRM	1.2	1.2	6/16/2005	#####	U	NO	D C0043 P003130506	SIDE COM	CREDIT AGREEMENTS 1998 2001	52394913																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509725	68 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130506	PRECISION CUSTOM PEAG SUS MEDI	ALL FILES	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509726	69 NRM	1.2	1.2	6/16/2005	U	NO	D C0072 J003830302	PEGASUS MEDIA	TRADE TICKETS AMENDMENTS	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509727	70 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130605	PEGASUS	FINANCIALS MISC	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509728	71 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130602	RENTA CENTER RP POLYMER AND RP	ALL FILES	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509729	72 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130701	CLOSED CREDITS	RP POLYMER AND SOLU CLIENT	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509730	73 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130502	CLOSED CREDITS	SOLUCIENT AND SOVERIGN AND SPR	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509731	74 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130606	CLOSED CREDITS	SPRINGS INDUSTRIES	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509732	75 NRM	1.2	1.2	6/16/2005	U	NO	D PP013 K002630707	CLOSED CREDITS ANA TALP MPL TI	STRATOS SWITCH DATA TEAM TETON	75059579																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509733	76 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130704	CLOSED CREDITS	TRIMAS TRUE TEMPER TRUMPHO TEL	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509734	77 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130705	CLOSED CREDITS	TYCO V RESTAURANT UNITED IND	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509735	78 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130505	CLOSED CREDITS	VANGUARD WASTE CONNECT WEIGHT	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509736	79 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130603	CLOSED CREDITS	WEIGHT WATCHERS BOX 2	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509737	80 NRM	1.2	1.2	6/16/2005	U	NO	D C0062 J001820206	CLOSED CREDITS	WESTERN INDUSTRIES	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509738	81 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130605	CLOSED CREDITS	WESTERN INDUSTRIES	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509739	82 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130501	CORVEST	ALL FILES SOLD 3 15 02	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509740	83 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130302	COUNTRY PURE FOODS	ALL FILES SOLD 1 23 04	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509741	84 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130401	CLOSED BONDS	AK STEEL CENARGO GREAT ATLANT	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509742	85 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130303	CLOSED BONDS	LIST IN BOX	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509743	86 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130402	CLOSED BONDS	LIST IN BOX	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509744	87 NRM	1.2	1.2	6/16/2005	U	NO	D C0043 P003130402	CLOSED BONDS	RESOLUTION SHAW VERTIS	52394913																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509747	224509747 NRM	1.2	1.2	10/25/2002	10/30/2002	#####	U	NO	D C0072 J003610006	CLOSED DEALS	LETTERS A AND C	28274954																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509748	224509748 NRM	1.2	1.2	10/25/2002	10/30/2002	#####	U	NO	D C0081 J007820303	CLOSED DEALS	LETTERS R S T U V	28274954																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509749	224509749 NRM	1.2	1.2	10/25/2002	10/30/2002	#####	U	NO	D C0072 J003610005	CLOSED DEALS	LETTERS M N AND O	28274954																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509750	224509750 NRM	1.2	1.2	10/25/2002	10/30/2002	#####	U	NO	D C0072 J003610006	CLOSED DEALS	SERVICE PARTNERS	28274954																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509752	224509752 NRM	1.2	1.2	10/25/2002	10/30/2002	#####	U	NO	D C0072 J003620303	CLOSED DEALS	LETTERS E G H M	28274954																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509753	224509753 NRM	1.2	1.2	10/25/2002	10/30/2002	#####	U	NO	D C0072 J003620304	CLOSED DEALS	LIBERTY GROUP PUBLISHING	28274954																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509754	224509754 NRM	1.2	1.2	10/25/2002	10/30/2002	#####	U	NO	D C0072 J003620505	CLOSED DEALS	MERISTAR HOSPITALITY	28274954																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509755	224509755 NRM	1.2	1.2	10/25/2002	10/30/2002	#####	U	NO	D C0072 J003620405	CLOSED DEALS	CUMBERLAND MCH ELECTRIC	28274954																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509756	224509756 NRM	1.2	1.2	10/25/2002	10/30/2002	#####	U	NO	D C0072 J003620505	CLOSED DEALS	COLUMBIA MCH MEDW MIX	28274954																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509757	224509757 NRM	1.2	1.2	10/25/2002	10/30/2002	#####	U	NO	D C0072 J003620606	CLOSED DEALS	LETTERS A AND B	28274954																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509758	224509758 NRM	1.2	1.2	10/25/2002	10/30/2002	#####	U	NO	D C0072 J003620505	CLOSED DEALS	LETTER A	28274954																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509759	224509759 NRM	1.2	1.2	10/25/2002	10/30/2002	#####	U	NO	D C0072 J003610103	CLOSED DEALS	DAIRY MART	28274954																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509760	224509760 NRM	1.2	1.2	10/25/2002	10/30/2002	#####	U	NO	D C0072 J003620103	CLOSED DEALS	HOLLIHAN & BANKRUPTCY DOCS	28274954																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509761	224509761 NRM	1.2	1.2	11/26/2002	11/26/2002	#####	U	NO	D C0072 J003220203	CLOSED BANK DEAL	AMERICAN MEDIA AMERICAN TOWER	28890846																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509762	224509762 NRM	1.2	1.2	11/26/2002	11/26/2002	#####																						

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	224508851	150 NRM	1.2	1.2			U	NO	D C0043FF003730903	CLOSED CREDITS	ACOMENT, AXIA							U	NO	D C0043FF003730903	CLOSED CREDITS	ACOMENT, AXIA				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	224508852	151 NRM	1.2	1.2			U	NO	D C0043FF003730906	CLOSED CREDITS	BUCKEYE, CONMED			7/25/2006				U	NO	D C0043FF003730906	CLOSED CREDITS	BUCKEYE, CONMED				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	224508853	152 NRM	1.2	1.2			U	NO	D C0043FF003830503	CLOSED CREDITS	CARVELLE COOPE			7/25/2006				U	NO	D C0043FF003830503	CLOSED CREDITS	CARVELLE COOPE				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	224508854	153 NRM	1.2	1.2			U	NO	D C0043FF003830103	CLOSED CREDITS	C			7/25/2006			1/1/2010	NO	D C0043FF003830103	CLOSED CREDITS	C				64766325		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	224508855	154 NRM	1.2	1.2			U	NO	D C0043FF003830505	CLOSED CREDITS	DEL MARVA DENNIS			7/25/2006	10/31/2003	#####		1/1/2010	NO	D C0043FF003830505	CLOSED CREDITS	DEL MARVA DENNIS				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	224508856	155 NRM	1.2	1.2			U	NO	D C0043FF003730905	CLOSED CREDITS	EDIXE & FREEDOM			7/25/2006				1/1/2009	NO	D C0043FF003730905	CLOSED CREDITS	EDIXE & FREEDOM				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	224508857	156 NRM	1.2	1.2			U	NO	D C0043FF003730705	CLOSED CREDITS				7/25/2006			1/1/2011	NO	D C0043FF003730705	CLOSED CREDITS					64766325		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508858	157 NRM	1.2	1.2			U	NO	D GP0611007530401	CLOSED CREDITS	GETTY,GLOBAL IMAGING, GLOBAL I			7/25/2006	6/9/2004	#####		1/1/2016	U	NO	D GP0611007530401	CLOSED CREDITS	GETTY,GLOBAL IMAGING, GLOBAL I				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508859	158 NRM	1.2	1.2			U	NO	D C0043FF003830031	CLOSED CREDITS	GLOBAL TOWER GRANDVEHICLES, GT			7/25/2006	8/25/2004	8/9/2005		1/1/2010	U	NO	D C0043FF003830031	CLOSED CREDITS	GLOBAL TOWER GRANDVEHICLES, GT				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508860	159 NRM	1.2	1.2			U	NO	D C0043FF003830306	CLOSED CREDITS	HARMON KJUAL HOLMES			7/25/2006	11/9/2004	8/9/2005		1/1/2016	U	NO	D C0043FF003830306	CLOSED CREDITS	HARMON KJUAL HOLMES				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508861	160 NRM	1.2	1.2			U	NO	D GP0611007530802	CLOSED CREDITS	INCE, NICE PA			7/25/2006				1/1/2016	U	NO	D GP0611007530802	CLOSED CREDITS	INCE, NICE PA				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508862	161 NRM	1.2	1.2			U	NO	D C0043FF003830601	CLOSED CREDITS	INVAALMINIUM			7/25/2006				1/1/2016	U	NO	D C0043FF003830601	CLOSED CREDITS	INVAALMINIUM				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508863	162 NRM	1.2	1.2			U	NO	D C0043FF003730902	THE PANTRY	CLOSED CREDIT,LOS DOCS ONST			7/25/2006	8/8/2005	8/8/2005		1/1/2010	U	NO	D C0043FF003730902	THE PANTRY	CLOSED CREDIT,LOS DOCS ONST				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508864	163 NRM	1.2	1.2			U	NO	D C0043FF003830504	CLOSED CREDITS	KNOWLEDGE MEDEO			7/25/2006	3/4/2004	#####		1/1/2016	U	NO	D C0043FF003830504	CLOSED CREDITS	KNOWLEDGE MEDEO				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508865	164 NRM	1.2	1.2			U	NO	D C0043FF003830502	THE PANTRY				7/25/2006	8/8/2005	8/8/2005		1/1/2016	U	NO	D C0043FF003830502	THE PANTRY				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508866	165 NRM	1.2	1.2			U	NO	D C0043FF003830501	CNN PROXY MATERIAL	BOX 2 OF 2			7/25/2006				1/1/2016	U	NO	D C0043FF003830501	CNN PROXY MATERIAL	BOX 2 OF 2				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508867	166 NRM	1.2	1.2			U	NO	D C0043FF003830203	CNN PROXY MATERIAL	BOX 1 OF 2			7/25/2006				12/31/2016	NO	D C0043FF003830203	CNN PROXY MATERIAL	BOX 1 OF 2				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508868	167 NRM	1.2	1.2			U	NO	D C0043FF003730804	CNN ANNUAL MTG MATERIAL	BOX 1 OF 1			7/25/2006	7/1/1996	#####		1/1/2016	NO	D C0043FF003730804	CNN ANNUAL MTG MATERIAL	BOX 1 OF 1				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508869	168 NRM	1.2	1.2			U	NO	D C0043FF003830304	CNN NYSE MARKET REPORTS	BOX 1 OF 1			7/25/2006				1/1/2016	NO	D C0043FF003830304	CNN NYSE MARKET REPORTS	BOX 1 OF 1				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508870	170 NRM	1.2	1.2			U	NO	D C0043FF003830603	AMERICAN STOCK TRANSFER TRUST	BOX 1 OF 4			7/25/2006				1/1/2016	NO	D C0043FF003830603	AMERICAN STOCK TRANSFER TRUST	BOX 1 OF 4				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508871	170 NRM	1.2	1.2			U	NO	D C0043FF003830302	CNN OLD TRADE TICKETS	BOX 1 OF 3			7/25/2006				1/1/2016	NO	D C0043FF003830302	CNN OLD TRADE TICKETS	BOX 1 OF 3				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508872	171 NRM	1.2	1.2			U	NO	D C0043FF003830506	PHY DAILY NAV STRIPS	BOX 2 OF 4			7/25/2006	12/1/1999	2/1/2000		1/1/2016	NO	D C0043FF003830506	PHY DAILY NAV STRIPS	BOX 2 OF 4				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508873	172 NRM	1.2	1.2			U	NO	D C0043FF003830401	PHY DAILY CASH MANAGEMENT -200	BOX 2 OF 2			7/25/2006				1/1/2016	NO	D C0043FF003830401	PHY DAILY CASH MANAGEMENT -200	BOX 2 OF 2				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508874	173 NRM	1.2	1.2			U	NO	D C0043FF003830104	PHY DAILY CASH MANAGEMENT -200	BOX 1 OF 2			7/25/2006				1/1/2016	NO	D C0043FF003830104	PHY DAILY CASH MANAGEMENT -200	BOX 1 OF 2				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508875	174 NRM	1.2	1.2			U	NO	D C0043FF003830206	PHY DAILY NAV STRIPS	BOX 1 OF 4			7/25/2006	1/1/2001	#####		1/1/2016	NO	D C0043FF003830206	PHY DAILY NAV STRIPS	BOX 1 OF 4				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508876	175 NRM	1.2	1.2			U	NO	D C0043FF003830206	CNNOLD TRADE TICKETS	BOX 2 OF 3			7/25/2006				1/1/2016	NO	D C0043FF003830206	CNNOLD TRADE TICKETS	BOX 2 OF 3				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508877	176 NRM	1.2	1.2			U	NO	D C0043FF003830101	PHY DAILY NAV STRIPS	BOX 3 OF 4			7/25/2006	3/1/2000	6/1/2000		1/1/2016	NO	D C0043FF003830101	PHY DAILY NAV STRIPS	BOX 3 OF 4				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508878	177 NRM	1.2	1.2			U	NO	D C0043FF003830102	CNN MISC. FILES	BOX 1 OF 1			7/25/2006				1/1/2016	U	NO	D C0043FF003830102	CNN MISC. FILES	BOX 1 OF 1				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508879	178 NRM	1.2	1.2			U	NO	D C0043FF003830405	PHY PROXY	BOX 1 OF 3			7/25/2006				1/1/2016	U	NO	D C0043FF003830405	PHY PROXY	BOX 1 OF 3				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508880	179 NRM	1.2	1.2			U	NO	D C0043FF003730906	AMERICAN STOCK TRANSFER TRUST	BOX 1 OF 4			7/25/2006				1/1/2016	U	NO	D C0043FF003730906	AMERICAN STOCK TRANSFER TRUST	BOX 1 OF 4				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508881	180 NRM	1.2	1.2			U	NO	D C0043FF003830202	AMERICAN STOCK TRANSFER TRUST	BOX 2 OF 4			7/25/2006				1/1/2016	U	NO	D C0043FF003830202	AMERICAN STOCK TRANSFER TRUST	BOX 2 OF 4				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508882	181 NRM	1.2	1.2			U	NO	D C0043FF003830403	AMERICAN STOCK TRANSFER TRUST	BOX 1 OF 4			7/25/2006				1/1/2016	U	NO	D C0043FF003830403	AMERICAN STOCK TRANSFER TRUST	BOX 1 OF 4				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508883	182 NRM	1.2	1.2			U	NO	D C0043FF003830406	PHY DAILY NAV STRIPS	BOX 4 OF 4			7/25/2006	7/1/2000	#####		1/1/2016	U	NO	D C0043FF003830406	PHY DAILY NAV STRIPS	BOX 4 OF 4				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508884	183 NRM	1.2	1.2			U	NO	D C0043FF003830706	PHY PROXY	BOX 1 OF 3			7/25/2006				1/1/2016	U	NO	D C0043FF003830706	PHY PROXY	BOX 1 OF 3				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508885	184 NRM	1.2	1.2			U	NO	D C0043FF003830204	PHY PROXY	BOX 3 OF 3			7/25/2006				1/1/2016	U	NO	D C0043FF003830204	PHY PROXY	BOX 3 OF 3				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508886	185 NRM	1.2	1.2			U	NO	D C0043FF003730805	OLD CNA/CNN BOARD BOOKS	BOX 1 OF 3			7/25/2006				1/1/2016	NO	D C0043FF003730805	OLD CNA/CNN BOARD BOOKS	BOX 1 OF 3				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508887	186 NRM	1.2	1.2			U	NO	D C0043FF003830402	OLD CNA/CNN BOARD BOOKS	BOX 3 OF 3			7/25/2006				1/1/2016	NO	D C0043FF003830402	OLD CNA/CNN BOARD BOOKS	BOX 3 OF 3				64766325	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508888	187 NRM	1.2	1.2			U	NO	D C0043FF003830108	OLD CNA/CNN BOARD BOOKS	BOX 2 OF 3			7/25/2006				1/1/2016	U	NO	D C0043FF003830108	OLD CNA/CNN BOARD BOOKS	BOX 2 OF 3				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508889	188 NRM	1.2	1.2			U	NO	D C0043FF003830706	CNN PREVIOUS ADVISOR FILES	BOX 1 OF 3			7/25/2006				1/1/2016	U	NO	D C0043FF003830706	CNN PREVIOUS ADVISOR FILES	BOX 1 OF 3				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508890	189 NRM	1.2	1.2			U	NO	D C0043FF003830404	CNN PREVIOUS ADVISOR FILES	BOX 2 OF 3			7/25/2006				1/1/2016	U	NO	D C0043FF003830404	CNN PREVIOUS ADVISOR FILES	BOX 2 OF 3				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508891	190 NRM	1.2	1.2			U	NO	D C0043FF003730906	CNN PREVIOUS ADVISOR FILES	BOX 3 OF 3 ONLY 3 FILES			7/25/2006				1/1/2016	U	NO	D C0043FF003730906	CNN PREVIOUS ADVISOR FILES	BOX 3 OF 3 ONLY 3 FILES				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	224508892	191 OUT	1.2	1.2			U	NO	D C0043FF003830305	PHY MONTHLY TRUSTEE REPORTS	2001-4 15100 TO 10100			7/25/2006				1/1/2016	U	NO	D C0043FF003830305	PHY MONTHLY TRUSTEE REPORTS	2001-4 15100 TO 10100				64766325
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DE																												

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG	
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952419	511952419	NRM	1,2	2,4		10/1/2008	1/1/2001	1/1/2001					U	NO	D\VC011\5000720603	APP, FSA BINDERS, FCS DENTAL, CIGNA, WILLIS, GE, WORKERS COMP BINDERS, JAN 2001 -	APP, FSA BINDERS, FCS DENTAL, CIGNA, WILLIS, GE, WORKERS COMP BINDERS, JAN 2001 -			122591091		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952420	511952420	NRM	2,4	2,4		10/1/2008	7/1/2007	5/1/2008					U	NO	D\VC011\5000720603	BANK OF AMERICA BANK STATEMENT	JAN - MAY 2008			122591091		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952421	511952421	NRM	2,4	2,4		10/1/2008	7/1/2007	5/1/2008	#####				U	NO	D\VC011\5000720701	BANK OF AMERICA BANK STATEMENT	JULY - DEC 2007			122591091		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952422	511952422	NRM	2,4	2,4		10/1/2008	5/1/2007	5/1/2007	#####				U	NO	D\VC011\5000720803	GOLDMAN SACHS BANK	MAY - DEC 2007			122591091		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952423	511952423	NRM	2,4	2,4		10/1/2008	1/1/2008	1/1/2008	2/1/2008				U	NO	D\VC011\5001710203	GOLDMAN SACHS	JAN - FEB 2008			122591091		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952424	511952424	NRM	2,4	2,4		10/1/2008							U	NO	D\VC011\5001710105	GOLDMAN SACHS	MARCH - APRIL 2008			122591091		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952425	511952425	NRM	3,6	3,6		8/1/2008							U	NO	D\PP032\1003920101	BRIDGE INFO SYSTEMS	ACE ONSITE-ALL OPEN			120784721		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952426	511952426	NRM	3,6	3,6		8/1/2008							U	NO	D\PP032\1003920402	AVAIL & BRIDGE INFORMATION	NO SPACE ONSITE, ALL OPEN			120784721		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952432	511952432	NRM	1,2	1,2		8/8/2008							U	NO	D\PP033\1003010701	ALL STATES QUALITY FOODS				120991551		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952433	511952433	NRM	1,2	1,2		8/8/2008							U	NO	D\PP033\1003040429	JOBNORDERS CHECK INFO 90-96	CROSS REF 386106204			168601487		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952434	511952434	NRM	2,4	2,4		8/8/2008							U	NO	D\PP032\1003920704	TRADE TICKETS	TRADE TICKETS	APRIL 2006 BOX 2 OF 2			120991551	
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952435	511952435	NRM	2,4	2,4		8/8/2008							U	NO	D\PP032\1003920702	TRADE TICKETS	FEB 2006 2 OF 2			120991551		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952436	511952436	NRM	2,4	2,4		8/8/2008							U	NO	D\PP032\1003920703	TRADE TICKETS	MARCH 2006 BOX 2 OF 2			120991551		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952437	511952437	NRM	2,4	2,4		8/8/2008							U	NO	D\PP032\1003910206	TRADE TICKETS	MARCH 2006 BOX 1 OF 2			120991551		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952438	511952438	NRM	2,4	2,4		8/8/2008							U	NO	D\PP032\1003920705	TRADE TICKETS	FEB 2006 1 OF 2			120991551		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952439	511952439	NRM	2,4	2,4		8/8/2008						6/10/2011	U	NO	D\PP032\1003920706	TRADE TICKETS-DO NOT DESTROY	APRIL 2006 BOX 1 OF 2			120991551		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952440	511952440	NRM	2,4	2,4		8/8/2008						6/10/2011	U	NO	D\PP032\1003920706	TRADE TICKETS-DO NOT DESTROY	Jan-06			120991551		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952441	511952441	NRM	2,4	2,4		8/8/2008							U	NO	D\PP032\1003810506	BRETT POPE WORKING FILES	BOX 4 OF 4			120991551		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952442	511952442	NRM	2,4	2,4		8/8/2008							U	NO	D\PP012\0006010205	BRETT POPE WORKING FILES	BOX 3 OF 4			120991551		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952443	511952443	NRM	2,4	2,4		6/10/2008							U	NO	D\CC074\0040107001	AMCAST CRICKET COMMUNICATION				123299861		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952446	511952446	NRM	2,4	2,4		6/10/2008							U	NO	D\CC073\2003220903	CRICKET COMMUNICATION/LUCENT				123299861		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952447	511952447	NRM	2,4	2,4		6/10/2008							U	NO	D\CC073\2003420502	CRICKET COMM/GALEY&LORD				123299861		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952448	511952448	NRM	2,4	2,4		6/10/2008							U	NO	D\S032\W002320604	GALEY&LORD				119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952449	511952449	NRM	2,4	2,4		6/10/2008							U	NO	D\CC074\0040107005	AMCAST				127925920		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952450	511952450	NRM	1,2	1,2		6/10/2008							U	NO	D\VS021\5S00081006	PL-LAND CORP CLOSING DOCS	J.MORGAN 4-28-05			119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952451	511952451	NRM	1,2	1,2		6/10/2008							U	NO	D\VS021\5S0008100607	TOWER AIR-VOL 1-4	PAMCO/HIGHLAND BINDERS			119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952452	511952452	NRM	2,4	2,4		6/10/2008							U	NO	D\CC043\6003520804	FEDERAL MORGUL/FHC HEALTH				149866772		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952453	511952453	NRM	2,4	2,4		6/10/2008							U	NO	D\S032\W002320604	PRISON REALITY/DECRANE AIRCRAF				119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952454	511952454	NRM	2,4	2,4		6/10/2008							U	NO	D\S032\W002320704	DECRANE AIRCRAF/TCORRECTIONS C				119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952455	511952455	NRM	2,4	2,4		6/10/2008							U	NO	D\S032\W002320605	DECISION ONE				119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952456	511952456	NRM	2,4	2,4		6/10/2008							U	NO	D\S032\T001920502	DECISION ONE/FEDERAL MORGUL				119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952457	511952457	NRM	2,4	2,4		6/10/2008							U	NO	D\S032\T001920602	PRISON REALITY&CORRECTIONS COR				119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952458	511952458	NRM	2,4	2,4		6/10/2008							U	NO	D\S032\W002320502	OCEAN RIG&CORRECTIONS CORP.				119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952459	511952459	NRM	1,2	1,2		6/10/2008							U	NO	D\VS021\5S0008100605	CHW&D&S CHAMBERS	135,000,000 C/A DATED B-31-05			119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952460	511952460	NRM	1,2	1,2		6/10/2008							U	NO	D\VS021\5S0008100605	DELTA-XO CLOSING DOCS	10-11-06-KIM WILCOX			119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952461	511952461	NRM	1,2	1,2		6/10/2008							U	NO	D\VS021\PP000110206	MOLL INFO	10-22-04 BOX 2 OF 2			119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952462	LE1119	NRM	1,2	1,2		6/10/2008							U	NO	D\MS21\5800244004	REAL ESTATE DEALS- CLOSING DOC	KELLER 1709 LAND, LTD 2003 HEADQUARTERS LP 2003 289/CARTER RANCH RETAIL, LTD 2005 VAN ALSTYNE 386 LP 2003			183928033		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952463	511952463	NRM	1,2	1,2		6/10/2008							U	NO	D\VS021\5S0008100601	NORTHLAND CABLE	BOX 2 OF 2			119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952464	511952464	NRM	1,2	1,2		6/10/2008							U	NO	D\VS021\5S0008100601	BOX 1 OF 2				119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952465	LE1120	NRM	1,2	1,2		6/10/2008							U	NO	D\MS21\5800243702	REAL ESTATE DEALS	SETTLEMENTS- BOX 1 OF 2			183928033		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952466	511952466	NRM	1,2	1,2		6/10/2008							U	NO	D\VS021\5S0008100602	HIGHLAND CREDIT STRATEGIES MAS	KEVIN ENDOCH			119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952467	511952467	NRM	1,2	1,2		6/10/2008							U	NO	D\VS021\5S0008100502	CHET-WORKING FILES-MOLL DOCS	10-22-04 BOX 1 OF 2			119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952468	511952468	NRM	1,2	1,2		6/10/2008							U	NO	D\VS021\5S0008100504	PANDA CLOSING DOCS	SETTLEMENT 8-30-06			119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952470	511952470	NRM	2,4	2,4		6/10/2008							U	NO	D\CC073\2003420504	PROJECT SIX FLADS-STYCHELU	SAFETY KLEEN BINDERS 1 OF 2			123299861		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952472	511952472	NRM	2,4	2,4		6/10/2008							U	NO	D\CC073\2003420504	PROJECT SIX FLADS-STYCHELU	SAFETY KLEEN BINDERS- 2 OF 2			123299861		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952473	511952473	NRM	1,2	1,2		6/10/2008							U	NO	D\VS021\5S0008100507	BRETT POPE WORKING FILES	BOX 2 OF 2			119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952474	511952474	NRM	1,2	1,2		6/10/2008							U	NO	D\VS021\5S0008100506	BRETT POPE WORKING FILES	BOX 1 OF 2			119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952477	511952477	NRM	3,6	3,6		6/10/2008							U	NO	D\S032\W002320605	AVAIL MEDICAL-ISSUER OPEN				119030648		
07311	HIGHLAND CAPITAL	D	DALLAS, TX		MASTER DIVISION		MASTER DEPARTMENT			511952478	511952478	NRM	1,2																			

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952577	5077	NRM	1.2	1.2	U	NO	D10722500721003	VARIOUS BANK LOANS-GOODMAN	GLOBAL, GOLDEN GATE, GLOBAL ST	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952578	5078	NRM	1.2	1.2	U	NO	D107225007210207	VARIOUS BANK LOANS-GRAHAM	PACKAGING	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952579	5079	NRM	1.2	1.2	U	NO	D107225007210105	VARIOUS BANK LOANS-GREGG APP.	GREEN VALLEY, GRANDE COMMUNICA	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952580	5080	NRM	1.2	1.2	U	NO	D107225007301099	VARIOUS BANK LOANS-G7 GROUP	TELECOM, GTM HOLDING	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952582	5082	NRM	1.2	1.2	U	NO	D1072250073010202	VARIOUS BANK LOANS-GREXTOWN L	HEXCEL CORP, BERBA LIFE, HEIM	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952584	5084	NRM	1.2	1.2	U	NO	D1072250073010584	VARIOUS BANK LOANS-HEDSTROM	HEALTH SOUTH, HEALTH TRONICS	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952585	5085	NRM	1.2	1.2	U	NO	D10722500730107	VARIOUS BANK LOANS-HEDSTROM		158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952586	5086	NRM	1.2	1.2	U	NO	D1072250073010807	VARIOUS BANK LOANS-HERALD MEDIA	HENSON, HEDSTROM, HELIXENERGY	160082753																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952588	5088	NRM	1.2	1.2	U	NO	D10722500730104047	VARIOUS LOAN DOCS-HLB, ROGAL	HAMILTON, HOME PRODUCTIONS	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952589	5089	NRM	1.2	1.2	U	NO	D10722500730103002	VARIOUS BANK LOANS-INFOPOWER2	INNOVPHUS, IMPAK, INFOSOURCE	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952590	5090	NRM	1.2	1.2	U	NO	D1072250073010701	VARIOUS BANK LOANS-INTERMET	INSURANCE AUTO AUCTIONS	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952592	511952592	NRM	1.2	1.2	U	NO	D10722500730104	VARIOUS BANK LOANS-HUNTSMANCI	HOWARD ST, HOTEL S10, IWHCINC	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952593	511952593	NRM	1.2	1.2	U	NO	D107225006309007	VARIOUS BANK LOANS-IESYHESEN	IESI, TCG LLC, ICO GLOBAL, IDEA	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952594	511952594	NRM	1.2	1.2	U	NO	D1072250073010803	VARIOUS BANK LOANS-ILC INDUSTR	IMPERIAL HOME DECO 1 OF 2	160082753																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952595	511952595	NRM	1.2	1.2	U	NO	D107225006309005	VARIOUS BANK LOANS-IMPERIAL	HOME DECO 2 OF 2	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952596	511952596	NRM	1.2	1.2	U	NO	D107225007302001	VARIOUS BANK LOANS-INDAP, INEO	INFO USA, INFORGLOBAL, INFASITR	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952597	511952597	NRM	1.2	1.2	U	NO	D107225006309008	VARIOUS BANK LOANS-INSIGHT	MIDWEST, INSIGHT HEALTH	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952598	511952598	NRM	1.2	1.2	U	NO	D107225006309002	VARIOUS BANK LOANS-INTERGRAPH	INTERSTATE BRANDS 1 OF 2	160082753																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952599	511952599	NRM	1.2	1.2	U	NO	D10722500730103045	VARIOUS BANK LOANS-INTERSTATE	BRANDS 2 OF 2, INVISTA	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952601	5101	NRM	1.2	1.2	U	NO	D107225006309002	VARIOUS BANK LOANS-ISOCTAPRI	ISPT INLAND	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952602	5102	NRM	1.2	1.2	U	NO	D107225007305004	VARIOUS BANK LOANS-ISP CHEMCO	JRAYMCDERMOTT, JACUZZIBRANDS	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952603	5103	NRM	1.2	1.2	U	NO	D107225006309001	VARIOUS BANK LOANS-ITGROUP, IW	ITRON, JCREW, JAMES RIVER, IST	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952604	5104	NRM	1.2	1.2	U	NO	D107225006309001	VARIOUS BANK LOANS-ITGROUP, IW	JETBLUEAIRWAYS, JASONIC, JST	172370525																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952606	5106	NRM	1.2	1.2	U	NO	D107225007300305	VARIOUS BANK LOANS-ILF FRENCH	AUTO	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952607	5107	NRM	1.2	1.2	U	NO	D107225007300307	VARIOUS BANK LOANS-KNOXCOOL	KELI, KENDALL, KINETIC, KRATON	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952608	5108	NRM	1.2	1.2	U	NO	D107225006309006	VARIOUS BANK LOANS-KINETIC CON	CEPIS	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952609	5109	NRM	1.2	1.2	U	NO	D107225007305001	VARIOUS BANK LOANS-JOSTENS		158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952610	5110	NRM	1.2	1.2	U	NO	D107225007300303	VARIOUS BANK LOANS-JG WENTWORT	JSC AQU, KAISER, KEVCO	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952611	5111	NRM	1.2	1.2	U	NO	D107225007300302	VARIOUS BANK LOANS-KEVCO		158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952612	5112	NRM	1.2	1.2	U	NO	D107225007300301	VARIOUS BANK LOANS-KEY PLASTIC		158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952613	5113	NRM	1.2	1.2	U	NO	D107225007300302	VARIOUS BANK LOANS-KEY PLASTIC		158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952614	5114	NRM	1.2	1.2	U	NO	D107225007300301	VARIOUS BANK LOANS-KEY PLASTIC		158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952615	5115	NRM	1.2	1.2	U	NO	D107225006309005	VARIOUS BANK LOANS-KHART, KEYS	ONE, KEYSTONE FOODS, KGEN	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952616	5116	NRM	1.2	1.2	U	NO	D107225007300301	VARIOUS BANK LOANS-KNOX GROUP	KEMEL, KOWA POWER, KYNOL	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952617	5117	NRM	1.2	1.2	U	NO	D107225007300309	VARIOUS BANK LOANS-KINETIC CON	LANDSOURCE, LAKE ROAD, LAQUINT	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952618	5118	NRM	1.2	1.2	U	NO	D107225006309002	VARIOUS BANK LOANS-KRANSON IND	KRISPEY KREME, LAPETITE	172370525																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952619	5119	NRM	1.2	1.2	U	NO	D107225006309001	VARIOUS BANK LOANS-LAPETITE		172370525																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952620	5120	NRM	1.2	1.2	U	NO	D107225006309002	VARIOUS BANK LOANS-LAPETITE	LEI, MEDIA, LEVI-STAUBS	172370525																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952621	5121	NRM	1.2	1.2	U	NO	D107225007300301	VARIOUS BANK LOANS-MAGNOLIA EH	EROT, MAGNOLIA	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952622	5121	NRM	1.2	1.2	U	NO	D107225007300306	VARIOUS BANK LOANS-MACGERICH, L	P, LONDON ARENA, LOCAQ, LIBER	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952623	5123	NRM	1.2	1.2	U	NO	D107225007301004	VARIOUS BANK LOANS-MAGELLAN		158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952626	5126	NRM	1.2	1.2	U	NO	D107225007300303	VARIOUS BANK LOANS-MASSEY, MD	EALTY, MDS REALTY, MAPOD EXPRE	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952627	5127	NRM	1.2	1.2	U	NO	D107225007300303	VARIOUS BANK LOANS-MBEPV, LE	RICORP, LEINER HEALTH, LEVEL 3	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952628	5128	NRM	1.2	1.2	U	NO	D107225007300306	VARIOUS BANK LOANS-LIBERTY C&B	LE LIV SERV, LSP GEN, LPL LMR	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952629	5129	NRM	1.2	1.2	U	NO	D107225007300308	VARIOUS BANK LOANS-MEDACOMB	EDIA NEWS, MCMS, MASONITE	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952630	5130	NRM	1.2	1.2	U	NO	D107225006309001	VARIOUS BANK LOANS-MERISANT, M	CROWAREHOUSE	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952631	5131	NRM	1.2	1.2	U	NO	D107225007300309	VARIOUS BANK LOANS-MRO, MPC, M	ITROR OIL, MUSIAC, MOBIL SERV	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952632	5132	NRM	1.2	1.2	U	NO	D107225006309001	VARIOUS BANK LOANS-MEDACOMB	DIENEDIA, MEDICAL DEVICE, HERR	160082753																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952633	5133	NRM	1.2	1.2	U	NO	D107225007300301	VARIOUS BANK LOANS-MGM, METROL	GIC, MICHAEL FOODS, METROPCS	160082753																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952634	5134	NRM	1.2	1.2	U	NO	D107225007300307	VARIOUS BANK LOANS-MTS TOWER	PH MEZZ, MOTOR COACH, MPM HOLD	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952635	5135	NRM	1.2	1.2	U	NO	D107225006309001	VARIOUS BANK LOANS-NAVISTAR, N	ICO, NAMEMEDIA, MURRAY ENERGY	160082753																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952636	5136	NRM	1.2	1.2	U	NO	D107225006309001	VARIOUS BANK LOANS-NORTHLAND N	ATO, NASDAQ, NORCORSSAFETY	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952638	5138	NRM	1.2	1.2	U	NO	D107225007300301	VARIOUS BANK LOANS-NEWKIRK, NE	PAGE CORP, NELSON	160082753																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952639	5139	NRM	1.2	1.2	U	NO	D107225006309001	VARIOUS BANK LOANS-NEYPAK		158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952641	5141	NRM	1.2	1.2	U	NO	D1072250073010706	VARIOUS BANK LOANS-NEXPAC		160082753																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952642	5142	NRM	1.2	1.2	U	NO	D107225006309001	VARIOUS BANK LOANS-NEYPAC		160082753																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952644	5144	NRM	1.2	1.2	U	NO	D1072250073010304	VARIOUS BANK LOANS-NORTHWEST B	IO, NORTHWEST AIRLINES	160082753																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952645	5145	NRM	1.2	1.2	U	NO	D107113002020902	VARIOUS BANK LOANS-RURAL	RL TOWER, RHL, PHONE, RH DORN	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952646	5146	NRM	1.2	1.2	U	NO	D107113001230201	VARIOUS BANK LOANS-RESOLUTE	RETRIEUR, REVERE-REXAIR	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952647	5147	NRM	1.2	1.2	U	NO	D107113001302002	VARIOUS BANK LOANS	RH DONNELLY, REXNORD	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952648	5148	NRM	1.2	1.2	U	NO	D107113001302001	VARIOUS BANK LOANS-RADIATION	RED FOOTBALL, REFCO, REDDY ICE	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952649	5149	NRM	1.2	1.2	U	NO	D107113001302001	VARIOUS BANK LOANS	RUBICON, RURAL METRO 1 OF 4	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952650	5150	NRM	1.2	1.2	U	NO	D107113001302001	VARIOUS BANK LOANS	RURAL METRO 2 OF 4	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952651	5151	NRM	1.2	1.2	U	NO	D107113001302001	VARIOUS BANK LOANS	RURAL METRO 3 OF 4	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952652	5152	NRM	1.2	1.2	U	NO	D107113001302001	VARIOUS BANK LOANS	RURAL METRO, NUSILTECH, NRG FI	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952653	5153	NRM	1.2	1.2	U	NO	D107113001302001	VARIOUS BANK LOANS	PARTRICK, PRM, PAPPAS, OVERWATC	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952654	5154	NRM	1.2	1.2	U	NO	D107113001302001	VARIOUS BANK LOANS	OUTSOURCING 1	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952655	5155	NRM	1.2	1.2	U	NO	D107113001302001	VARIOUS BANK LOANS	OUTSOURCING 2, PBI MEDIA	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952656	5156	NRM	1.2	1.2	U	NO	D107225007307001	VARIOUS BANK LOANS	NORTHWEST, NOVELIS	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952657	5157	NRM	1.2	1.2	U	NO	D107225007302009	VARIOUS BANK LOANS	NRG ENERGY, NTELOS	158405485																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	511952658																										

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792977	614792977	NRM	2.4	2.4	4/6/2010	U	NO	D C0084000731002	CNN TRVSTEE REPORTS - MONTHLY	01/04 TO 3/06 & PHY 3/2000-200	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792978	614792978	NRM	2.4	2.4	4/6/2010	U	NO	D C0084000731002	BOARD BOOKS 2003-2005	01/04 TO 3/06 & PHY 3/2000-200	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792979	614792979	NRM	2.4	2.4	4/6/2010	U	NO	D C00840005420703	BOARD BOOKS 2003-2005	01/04 TO 3/06 & PHY 3/2000-200	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792980	614792980	NRM	2.4	2.4	4/6/2010	U	NO	D C00840005420606	BOARD BOOKS 2002-2003	01/04 TO 3/06 & PHY 3/2000-200	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792981	614792981	NRM	1.2	1.2	4/6/2010	U	NO	D L10720800102007	BANK CONFIRMATIONS	JAN 10 TO FEB 10	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792982	614792982	NRM	2.4	2.4	4/6/2010	U	NO	D C00840005420606	BOARD BOOKS 1999-2001	01/04 TO 3/06 & PHY 3/2000-200	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792983	614792983	NRM	2.4	2.4	4/6/2010	U	NO	D C00840005420606	HCMPL FUND REIMBURSEMENT	SET 2 BOX 5 OF 5	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792984	614792984	NRM	2.4	2.4	4/6/2010	U	NO	D C00840004710201	HCMPL FUND REIMBURSEMENT	SET 2 BOX 4 OF 5 2004-06 & WG	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792985	614792985	NRM	1.2	1.2	4/6/2010	U	NO	D L10720800102008	HCMPL FUND REIMBURSEMENT 2004	SET 2 BOX 2 OF 5	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792986	614792986	NRM	2.4	2.4	4/6/2010	U	NO	D C00840005420606	HCMPL FUND REIMBURSEMENT	SET 1 BOX 3 OF 5 2002-2005,200	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792987	614792987	NRM	2.4	2.4	4/6/2010	U	NO	D C00840007700800	HCMPL FUND REIMBURSEMENT 2005	SET 1 BOX 1 OF 5	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792988	614792988	NRM	2.4	2.4	4/6/2010	U	NO	D C00840005010001	HCMPL FUND REIMBURSEMENTS	BOX 8 OF 8	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792989	614792989	NRM	1.2	1.2	4/6/2010	U	NO	D L10720800102001	ACCOUNTING EXPENSES JIM D	2004 Q2 - 4,2005 Q3-Q4 & 2006	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792990	614792990	NRM	1.2	1.2	4/6/2010	U	NO	D L10720800102002	ACCOUNTING EXPENSES JIM D	JIMES 2003 Q1 - Q4 & 2004 Q1 -	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792991	614792991	NRM	1.2	1.2	4/6/2010	U	NO	D L10720800102001	ACCOUNTING EXPENSES JIM D	SPRINT 2005 & PATON BOSSSS	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792992	614792992	NRM	1.2	1.2	4/6/2010	U	NO	D L10720800102001	ACCOUNTING EXPENSES 2005	SPRINT 2005 & PATON BOSSSS	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792993	614792993	NRM	2.4	2.4	3/11/2010	U	NO	D C00710002229003	HCMPL FUND REIMBURSEMENTS	BOX 7 OF 8	140871736														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792994	614792994	NRM	1.2	1.2	3/11/2010	U	NO	D C00741002320102	ACCOUNTING EXPENSES-PINK 2006	BOX 4 OF 4 5-Z	140871736														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792995	614792995	NRM	3.6	3.6	3/11/2010	U	NO	D C00810007710202	ACCOUNTING EXPENSES-PINK 2006	BOX 3 OF 4 4-S	140871736														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792996	614792996	NRM	3.6	3.6	3/11/2010	U	NO	D C00810007702002	ACCOUNTING EXPENSES-PINK 2006	BOX 2 OF 4 4-C	140871736														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792997	614792997	NRM	3.6	3.6	3/11/2010	U	NO	D C00740003700907	ACCOUNTING EXPENSES-PINK 2006	BOX 1 OF 4 THRU K	140871736														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792998	614792998	NRM	3.6	3.6	2/22/2010	U	NO	D C00840007110701	ACCOUNTING FILES/EXPENSES 2006	BOX 7 OF 8 S THRU T	140340301														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614792999	614792999	NRM	3.6	3.6	2/22/2010	U	NO	D BV04311001420702	ACCOUNTING EXPENSES 2006	BOX 6 OF 8 L THRU R	185548877														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	614793000	614793000	NRM	3.6	3.6	2/22/2010	U	NO	D BV04311001420801	ACCOUNTING EXPENSES 2006	BOX 5 OF 8 K THRU D	185548877														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	703386489	703386489	NRM	1.2	1.2	12/14/2011	U	NO	D C00820004030102	MOLL DOCS	BOX 96 OF 266	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	703386490	703386490	NRM	1.2	1.2	12/14/2011	U	NO	D C00820004030102	MOLL DOCS	BOX 96 OF 266	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	703386491	703386491	NRM	1.2	1.2	12/14/2011	U	NO	D C00820007808001	MOLL DOCS	BOX 97 OF 266	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	703386492	703386492	NRM	1.2	1.2	12/14/2011	U	NO	D C00820007808001	MOLL DOCS	BOX 98 OF 266	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	703386493	703386493	NRM	1.2	1.2	12/14/2011	U	NO	D C00820007808001	MOLL DOCS	BOX 99 OF 266	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	703386494	703386494	NRM	1.2	1.2	12/14/2011	U	NO	D C00820007808001	MOLL DOCS	BOX 100 OF 266	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	703386495	703386495	NRM	2.4	2.4	12/14/2011	U	NO	D BV02127000620904	MOLL DOCS	BOX 101 OF 266	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	703386496	703386496	NRM	2.4	2.4	12/14/2011	U	NO	D BV02134001720401	MOLL DOCS	BOX 102 OF 266	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	703386497	703386497	NRM	2.4	2.4	12/14/2011	U	NO	D BV02128000620404	MOLL DOCS	BOX 103 OF 266	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	703386498	703386498	NRM	1.2	1.2	12/14/2011	U	NO	D C00820004030101	MOLL DOCS	BOX 104 OF 266	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	703386499	703386499	NRM	3.6	3.6	12/14/2011	U	NO	D BV02128001730402	MOLL DOCS	BOX 105 OF 266	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	703386500	703386500	NRM	2.4	2.4	12/14/2011	U	NO	D BV02125000620501	MOLL DOCS	BOX 106 OF 266	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558501	7051 NRM	1.2	1.2	2/9/2012	1/1/2010 #####	U	NO	D C008488006130501	BROADSTRIPE DOCS	CARL MOORE 2010	159722957														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558502	7052 NRM	1.2	1.2	2/9/2012		U	NO	D C008488006130501	BROADSTRIPE DOCS	CARL MOORE 2010	159722957														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558503	7053 NRM	1.2	1.2	2/9/2012		U	NO	D C008488006130501	BROADSTRIPE DOCS	CMLTIGATION 2010	159722957														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558504	7054 NRM	1.2	1.2	2/9/2012		U	NO	D C008488006130503	BROADSTRIPE CMLTIGATION	CMLTIGATION 2010	159722957														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558505	AC 7055 NRM	1.2	1.2	2/23/2012		U	NO	D C00310008308006	ACCOUNTING 2008 BANK RECEIPTS	2009 ALOS	160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558506	AC 7056 NRM	1.2	1.2	2/23/2012		U	NO	D C00310008308006	ACCOUNTING 2008 & 2009 RECEIPT		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558507	AC 7057 OUT	1.2	1.2	2/23/2012		U	NO	D PP0330000830805	ACCOUNTING 2005-2009 JOURNAL	JOURNAL ENTRIES HCMPL	160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558508	AC 7058 NRM	1.2	1.2	2/23/2012		U	NO	D C211440006130501	2005-2006 JOURNAL ENTRIES	2007 HYPER X/P FILES	160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558509	LE1070 NRM	1.2	1.2	2/23/2012		U	NO	D BV03117001430602	GENEALOGY/HI WASPER	CLOSING DOCS	162768946														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558510	LE1071 NRM	1.2	1.2	2/23/2012		U	NO	D BV03304001610103	CRUSADER ONSHORE SUB DOCS	BOX 1 OF 2	160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558511	LE1072 NRM	1.2	1.2	2/23/2012		U	NO	D C003100011000108	LEGACY/RESTORATION CLO	CLOSING DOCS	160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558512	LE1073 NRM	1.2	1.2	2/23/2012		U	NO	D C003100011000108	CRUSADER ONSHORE SUB DOCS	BOX 2 OF 2	160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558513	LE1074 NRM	1.2	1.2	2/23/2012		U	NO	D BV03304001430706	GENESIS PLEADINGS	1 OF 2	160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558514	LE1075 NRM	1.2	1.2	2/23/2012		U	NO	D BV03304001510103	GENESIS PLEADINGS	2 OF 2	160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558515	LE1076 NRM	1.2	1.2	2/23/2012		U	NO	D C00310001820008	CRUSADER/CREDITS START	DATA ROOM DOCS	160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558516	LE1077 NRM	1.2	1.2	2/23/2012		U	NO	D C00310001830304	NOAS 2009-2011		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558517	LE1078 NRM	1.2	1.2	2/23/2012		U	NO	D C00310001830304	OLD RETAIL SEPARATE ACCT DOCS		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558518	LE1079 NRM	1.2	1.2	2/23/2012		U	NO	D C00310001830301	HIGHLAND CLO VALUE DOCS	MISC INFO	160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558519	LE1080 NRM	1.2	1.2	2/23/2012		U	NO	D C00310001820002	HCM-BANK OF NOVA SCOTIA CA	2004-2006	160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558520	INV/CREDIT	NRM	2.4C	2.8	2/21/2012	U	NO	D C00440004010704	HIGHLAND REAL ESTATE FUND 2002		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558521	INV/CREDIT	NRM	2.4C	2.8	2/21/2012	U	NO	D C00440003810504	HIGHLAND REAL ESTATE FUND 2002		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558522	INV/CREDIT	NRM	2.4C	2.8	2/21/2012	U	NO	D C00440003810501	HIGHLAND REAL ESTATE FUND 2002		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558523	INV/CREDIT	NRM	2.4C	2.8	2/21/2012	U	NO	D C00440004010603	HIGHLAND REAL ESTATE FUND 2002		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558524	INV/CREDIT	NRM	2.4C	2.8	2/21/2012	U	NO	D C00440004010104	HIGHLAND REAL ESTATE FUND 2002		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	713558525	INV/CREDIT	NRM	1.2	1.2	2/23/2012	U	NO	D C00310001830306	HIGHLAND REAL ESTATE FUND 2002		160082753														

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558596	TAX 7103	NRM	1.2	1.2	U	NO	D C0074 E0031	110209	TAX RETAIL FUNDS	2/9/2012	U	NO	D C0074 E0031	110209	TAX RETAIL FUNDS	2/9/2012	U	NO	D C0074 E0031	110209	TAX RETAIL FUNDS	PROSPER STREET 1989-2007	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558597	TAX 7106	NRM	1.2	1.2	U	NO	D C0074 E0031	110209	TAX RETAIL FUNDS	2/9/2012	U	NO	D C0074 E0031	110209	TAX RETAIL FUNDS	2/9/2012	U	NO	D C0074 E0031	110209	TAX RETAIL FUNDS	FLOATING RATE/COLUMBIA FLD 99-	212574333		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558598	TAX 7105	NRM	1.2	1.2	U	NO	D C0848B8006030501		NEW YORK PLANNING	2/9/2012	U	NO	D C0848B8006030501		NEW YORK PLANNING	2/9/2012	U	NO	D C0848B8006030501		NEW YORK PLANNING	T MOTIENT CORP.	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558599	TAX 7104	NRM	1.2	1.2	U	NO	D C0848B8006030403		CNA INCOME SHARES 86-99	2/9/2012	U	NO	D C0848B8006030403		CNA INCOME SHARES 86-99	2/9/2012	U	NO	D C0848B8006030403		CNA INCOME SHARES 86-99	OTHER MISC. PROP TAX & 1099'S	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558600	TAX 7103	NRM	1.2	1.2	U	NO	D C0848B8006030401		H GROUP & HIGH SECURED LOANTR	2/9/2012	U	NO	D C0848B8006030401		H GROUP & HIGH SECURED LOANTR	2/9/2012	U	NO	D C0848B8006030401		H GROUP & HIGH SECURED LOANTR	1998-2004	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558601	TAX 7102	NRM	1.2	1.2	U	NO	D C0848B8006030101		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030101		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030101		EV LITIGATION	2012 M PATRICK	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558602	7101	NRM	1.2	1.2	U	NO	D C0848B8006030502		TAX-HEDGE FUND AUDIT REPORTS	2/9/2012	U	NO	D C0848B8006030502		TAX-HEDGE FUND AUDIT REPORTS	2/9/2012	U	NO	D C0848B8006030502		TAX-HEDGE FUND AUDIT REPORTS	2002-2004 JENNIFER BLUMER	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558603	PE 7100	NRM	1.2	1.2	U	NO	D C0848B8006030603		HYSKY 2 OF 2	2/9/2012	U	NO	D C0848B8006030603		HYSKY 2 OF 2	2/9/2012	U	NO	D C0848B8006030603		HYSKY 2 OF 2	CLAY CALLAN & KENNETH TOUDOZE	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558604	PE 7099	NRM	1.2	1.2	U	NO	D C0848B8006130203		ATSKY 1 OF 2	2/9/2012	U	NO	D C0848B8006130203		ATSKY 1 OF 2	2/9/2012	U	NO	D C0848B8006130203		ATSKY 1 OF 2	CLAY CALLAN & KENNETH TOUDOZE	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558605	TAX 7098	NRM	1.2	1.2	U	NO	D C0074 E0031	110209	EV BINDERS	2/9/2012	U	NO	D C0074 E0031	110209	EV BINDERS	2/9/2012	U	NO	D C0074 E0031	110209	EV BINDERS	2012 M PATRICK	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558606	TAX 7097	NRM	1.2	1.2	U	NO	D C0848B8006130101		HPF MARK TO MARKET CLOS	2/9/2012	U	NO	D C0848B8006130101		HPF MARK TO MARKET CLOS	2/9/2012	U	NO	D C0848B8006130101		HPF MARK TO MARKET CLOS	2007 2008 M PATRICK	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558607	TAX 7096	NRM	1.2	1.2	U	NO	D C0848B8006030702		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030702		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030702		EV LITIGATION	2012 M PATRICK	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558608	TAX 7095	NRM	1.2	1.2	U	NO	D C0848B8006030803		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030803		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030803		EV LITIGATION	2012 M PATRICK	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558609	TAX 7094	NRM	1.2	1.2	U	NO	D C0848B8006130301		EV LITIGATION	2/9/2012	U	NO	D C0848B8006130301		EV LITIGATION	2/9/2012	U	NO	D C0848B8006130301		EV LITIGATION	2012 M PATRICK	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558610	TAX 7093	NRM	1.2	1.2	U	NO	D C0848B8006030901		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030901		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030901		EV LITIGATION	2012 M PATRICK	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558611	TAX 7092	NRM	1.2	1.2	U	NO	D C0848B8006030901		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030901		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030901		EV LITIGATION	2012 M PATRICK	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558612	TAX 7091	NRM	1.2	1.2	U	NO	D C0848B8006030802		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030802		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030802		EV LITIGATION	2012 M PATRICK	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558613	TAX 7090	NRM	1.2	1.2	U	NO	D C0848B8006030701		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030701		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030701		EV LITIGATION	2012 M PATRICK	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558614	TAX 7089	NRM	1.2	1.2	U	NO	D C0848B8006130502		EV LITIGATION	2/9/2012	U	NO	D C0848B8006130502		EV LITIGATION	2/9/2012	U	NO	D C0848B8006130502		EV LITIGATION	2012 M PATRICK	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558615	TAX 7088	NRM	1.2	1.2	U	NO	D C0848B8006030901		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030901		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030901		EV LITIGATION	2012 M PATRICK	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558616	TAX 7087	NRM	1.2	1.2	U	NO	D C0848B8006030901		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030901		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030901		EV LITIGATION	2012 M PATRICK	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558617	TAX 7086	NRM	1.2	1.2	U	NO	D C0848B8006030602		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030602		EV LITIGATION	2/9/2012	U	NO	D C0848B8006030602		EV LITIGATION	2012 M PATRICK	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558618	TAX 7085	NRM	1.2	1.2	U	NO	D C0082 E0054	110402	TAX MISC	2/9/2012	U	NO	D C0082 E0054	110402	TAX MISC	2/9/2012	U	NO	D C0082 E0054	110402	TAX MISC	K BOWERS	219473768		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558619	TAX 7084	NRM	1.2	1.2	U	NO	D C0082 E0054	110101	TAX MISC	2/9/2012	U	NO	D C0082 E0054	110101	TAX MISC	2/9/2012	U	NO	D C0082 E0054	110101	TAX MISC	K BOWERS	219473768		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558620	TAX 7083	NRM	1.2	1.2	U	NO	D C0082 E0054	110101	TAX MISC	2/9/2012	U	NO	D C0082 E0054	110101	TAX MISC	2/9/2012	U	NO	D C0082 E0054	110101	TAX MISC	K BOWERS	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558621	TAX 7082	NRM	1.2	1.2	U	NO	D C0848B8006030903		IRS AUDIT & MISC	2/9/2012	U	NO	D C0848B8006030903		IRS AUDIT & MISC	2/9/2012	U	NO	D C0848B8006030903		IRS AUDIT & MISC	2005 K BOWERS	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558622	TAX 7081	NRM	1.2	1.2	U	NO	D C0848B8006030101		MISC BINDERS	2/9/2012	U	NO	D C0848B8006030101		MISC BINDERS	2/9/2012	U	NO	D C0848B8006030101		MISC BINDERS	K BOWERS	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558623	TAX 7080	NRM	1.2	1.2	U	NO	D C0848B8006030903		IDR RESP & DUGABOY TRUST	2/9/2012	U	NO	D C0848B8006030903		IDR RESP & DUGABOY TRUST	2/9/2012	U	NO	D C0848B8006030903		IDR RESP & DUGABOY TRUST	2007-2008 K BOWERS	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558624	TAX 7079	NRM	1.2	1.2	U	NO	D C0848B8006030901		HIGHLAND IDR RESP & CDS	2/9/2012	U	NO	D C0848B8006030901		HIGHLAND IDR RESP & CDS	2/9/2012	U	NO	D C0848B8006030901		HIGHLAND IDR RESP & CDS	2005 K BOWERS VOL 4-5	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558625	TAX 7078	NRM	1.2	1.2	U	NO	D C0848B8006030901		HIGHLAND IDR RESP	2/9/2012	U	NO	D C0848B8006030901		HIGHLAND IDR RESP	2/9/2012	U	NO	D C0848B8006030901		HIGHLAND IDR RESP	2005 K BOWERS VOL 1-3	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558626	TAX 7077	NRM	1.2	1.2	U	NO	D C0848B8006130302		CRUSADER OFFSHORE IDR RESP	2/9/2012	U	NO	D C0848B8006130302		CRUSADER OFFSHORE IDR RESP	2/9/2012	U	NO	D C0848B8006130302		CRUSADER OFFSHORE IDR RESP	2005 K BOWERS VOL 19-21	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558627	TAX 7076	NRM	1.2	1.2	U	NO	D C0848B8006130303		CRUSADER OFFSHORE IDR RESP	2/9/2012	U	NO	D C0848B8006130303		CRUSADER OFFSHORE IDR RESP	2/9/2012	U	NO	D C0848B8006130303		CRUSADER OFFSHORE IDR RESP	2005 K BOWERS VOL 16-18	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558628	TAX 7075	NRM	1.2	1.2	U	NO	D C0848B8006030903		CRUSADER OFFSHORE IDR RESP	2/9/2012	U	NO	D C0848B8006030903		CRUSADER OFFSHORE IDR RESP	2/9/2012	U	NO	D C0848B8006030903		CRUSADER OFFSHORE IDR RESP	2005 K BOWERS VOL 13-15	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558629	TAX 7074	NRM	1.2	1.2	U	NO	D C0848B8006030902		CRUSADER OFFSHORE IDR RESP	2/9/2012	U	NO	D C0848B8006030902		CRUSADER OFFSHORE IDR RESP	2/9/2012	U	NO	D C0848B8006030902		CRUSADER OFFSHORE IDR RESP	2005 K BOWERS VOL 10-12	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558630	TAX 7073	NRM	1.2	1.2	U	NO	D C0848B8006030902		CRUSADER OFFSHORE IDR RESP	2/9/2012	U	NO	D C0848B8006030902		CRUSADER OFFSHORE IDR RESP	2/9/2012	U	NO	D C0848B8006030902		CRUSADER OFFSHORE IDR RESP	2005 K BOWERS VOL 7-9	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558631	TAX 7072	NRM	1.2	1.2	U	NO	D C0848B8006130201		CRUSADER OFFSHORE IDR RESP	2/9/2012	U	NO	D C0848B8006130201		CRUSADER OFFSHORE IDR RESP	2/9/2012	U	NO	D C0848B8006130201		CRUSADER OFFSHORE IDR RESP	2005 K BOWERS VOL 4-6	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558632	TAX 7071	NRM	1.2	1.2	U	NO	D C0848B8006130402		CRUSADER OFFSHORE IDR RESP	2/9/2012	U	NO	D C0848B8006130402		CRUSADER OFFSHORE IDR RESP	2/9/2012	U	NO	D C0848B8006130402		CRUSADER OFFSHORE IDR RESP	2005 K BOWERS VOL 1-3	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558633	TAX 7070	NRM	3.6	3.6	U	NO	D C0074 E0031	110209	BROKERAGE STATEMENTS	2/9/2012	U	NO	D C0074 E0031	110209	BROKERAGE STATEMENTS	2/9/2012	U	NO	D C0074 E0031	110209	BROKERAGE STATEMENTS	K BOWERS	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558634	TAX 7069	NRM	1.2	1.2	U	NO	D C0848B8006130201		CRUSADER FUND II IDR RESP	2/9/2012	U	NO	D C0848B8006130201		CRUSADER FUND II IDR RESP	2/9/2012	U	NO	D C0848B8006130201		CRUSADER FUND II IDR RESP	2005 K BOWERS SUPPLEMENTAL	159722967		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION																											

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558725	7025 NRM	1,2	1,2	12/19/2011	U	NO	D L107225000630902	VARIOUS BANK LOANS-STANDYNE	STANDARD, ZERO, STANDARD STEEL	158405485															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558726	7026 NRM	1,2	1,2	12/19/2011	U	NO	D L107225000630903	VARIOUS BANK LOANS-TLC VISION	SAT, MEX, TOLL, BROTHERS, STONE	158405485															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558727	7027 NRM	1,2	1,2	12/19/2011	U	NO	D L107225000630707	VARIOUS BANK LOANS	STONE CONTAINER	158405485															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558728	7028 NRM	1,2	1,2	12/19/2011	U	NO	D L107225000730604	VARIOUS BANK LOANS	STONE CONTAINER	158405485															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558729	7029 NRM	1,2	1,2	12/19/2011	U	NO	D L107225000730601	VARIOUS BANK LOANS; STONE CON	STRASNETC, STRATOS, STRUM FOOD	158405485															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	713558730	7030 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L005610503	VARIOUS BANK LOANS	STRUMKODCS, SUN HEALTH CARE	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558731	7031 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L005830502	VARIOUS LOAN DOCS	SUN HEALTH CARE	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558732	7032 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L005620305	VARIOUS BANK LOANS	SUN HEALTHCARE BINDERS	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558733	7033 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L005430404	SUN HEALTHCARE	12/31/2008	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558734	7034 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L005610506	PHARMACEUTICAL ROYALTY DOCS	BOX 2 OF 6 OF 6 GREG S/PONS.	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558735	7035 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L004710905	PHARMACEUTICAL ROYALTY DOCS	BOX 3 OF 6 GREG S/PONS.	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558736	7036 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L004620906	PHARMACEUTICAL ROYALTY GREG S.	BOX 4 OF 6 MICROWAREHOUSE	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558737	7037 NRM	2,4	2,4	12/22/2011	U	NO	D VS012 K001320402	PHARMACEUTICAL ROYALTY GREG S.	BOX 5 OF 6 MICROWAREHOUSE	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558738	7038 NRM	2,4	2,4	12/22/2011	U	NO	D VS012 K002010601	PHARMACEUTICAL ROYALTY	BOX 5 OF 6	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558739	7039 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L004610503	PHARMACEUTICAL ROYALTY	BOX 5 OF 6	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558740	7041 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L005430806	VARIOUS BANK LOANS	SUN HEALTHCARE	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558741	7041 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L004730504	VARIOUS BANK LOANS-SUNRISE	SUN MEDIA, SUNNY DELIGHT, SUNG	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558742	7042 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L005610309	VARIOUS BANK LOANS	SUN HEALTH CARE	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558743	7043 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L005610305	VARIOUS BANK LOANS-TARGA	SUN HEALTHCARE, TDF, TEESIDE	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558744	70 NRM	1,2	1,2	12/22/2011	U	NO	D LMS316006020304	VARIOUS BANK LOANS	172370526	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558745	7045 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L005610509	VARIOUS BANK LOANS-TARP	SYNVERSE, SUPER VALUE, TRICO	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558746	7046 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L006530606	VARIOUS BANK LOANS-TRICO	TIM HELLAS, TREND	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558747	7047 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L005430805	VARIOUS BANK LOANS-TREND	TRAVEL CENTERS	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558748	7048 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L005810601	VARIOUS BANK LOANS-TELEWEST	TENET, TRN CORP, TRIZEE, TELCC	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558749	7049 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L005810706	VARIOUS BANK LOANS-TRITON	TRIUMPH HEALTHCARE, TRIPONT GL	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	713558750	7050 NRM	1,2	1,2	12/22/2011	U	NO	D CC051 L005620905	VARIOUS BANK LOANS-TROMPHE	TRINITY BROOK, TRIPONT	158527987															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143001	714143001 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 X005630601	MOLL DOCS	BOX 107 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143002	714143002 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007430101	MOLL DOCS	BOX 108 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143003	714143003 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W00743001	MOLL DOCS	BOX 109 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143004	714143004 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 X004510108	MOLL DOCS	BOX 110 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143005	714143005 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007430403	MOLL DOCS	BOX 111 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143006	714143006 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007420702	MOLL DOCS	BOX 112 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143008	714143008 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 X006510806	MOLL DOCS	BOX 114 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143009	714143009 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007430406	MOLL DOCS	BOX 115 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143010	714143010 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007420802	MOLL DOCS	BOX 116 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143011	714143011 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007430105	MOLL DOCS	BOX 117 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143014	714143014 NRM	2,4	2,4	12/14/2011	U	NO	D BV02137001310905	MOLL DOCS	BOX 120 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143015	714143015 NRM	2,4	2,4	12/14/2011	U	NO	D BV02250001420102	MOLL DOCS	BOX 121 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143016	714143016 NRM	3,6	3,6	12/14/2011	U	NO	D BV02210001420106	MOLL DOCS	BOX 122 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143017	714143017 NRM	2,4	2,4	12/14/2011	U	NO	D BV02125001729801	MOLL DOCS	BOX 123 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143018	714143018 NRM	3,6	3,6	12/14/2011	U	NO	D BV02220001220105	MOLL DOCS	BOX 124 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143019	714143019 NRM	2,4	2,4	12/14/2011	U	NO	D BV02128001030602	MOLL DOCS	BOX 125 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143020	714143020 NRM	2,4	2,4	12/14/2011	U	NO	D BV02127006202066	MOLL DOCS	BOX 126 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143021	714143021 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007420801	MOLL DOCS	BOX 127 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143022	714143022 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007430404	MOLL DOCS	BOX 128 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143023	714143023 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 X006530202	MOLL DOCS	BOX 129 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143024	714143024 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 X006110101	MOLL DOCS	BOX 130 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143025	714143025 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007430005	MOLL DOCS	BOX 131 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143026	714143026 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007430901	MOLL DOCS	BOX 132 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143027	714143027 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007420703	MOLL DOCS	BOX 133 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143028	714143028 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 X006110808	MOLL DOCS	BOX 134 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143029	714143029 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007820604	MOLL DOCS	BOX 135 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143030	714143030 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 X006209001	MOLL DOCS	BOX 136 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143031	714143031 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 X006820304	MOLL DOCS	BOX 137 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143032	714143032 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007410901	MOLL DOCS	BOX 138 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143033	714143033 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 X006110602	MOLL DOCS	BOX 139 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143034	714143034 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 X004510305	MOLL DOCS	BOX 140 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143035	714143035 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007430006	MOLL DOCS	BOX 141 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143036	714143036 NRM	1,2	1,2	12/14/2011	U	NO	D CC041 D0044110003	MOLL DOCS	BOX 142 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143037	714143037 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 X006810205	MOLL DOCS	BOX 143 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143038	714143038 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007430603	MOLL DOCS	BOX 144 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143039	714143039 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007810602	MOLL DOCS	BOX 145 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143040	714143040 NRM	1,2	1,2	12/14/2011	U	NO	D CC082 W007430002	MOLL DOCS	BOX 146 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143041	714143041 NRM	1,2	1,2</																						

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	71443104	71443104 NRM	1,2	1,2	12/14/2011	U	NO	D\CC082\W007610107	MOLL DOCS	BOX 209 OF 266	173630972															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443105	71443105 NRM	1,2	1,2	12/14/2011	U	NO	D\CC082\W007420604	MOLL DOCS	BOX 210 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443106	71443106 NRM	1,2	1,2	12/14/2011	U	NO	D\CC082\X006820305	MOLL DOCS	BOX 211 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443107	71443107 NRM	3,6	3,6	12/14/2011	U	NO	D\BV02218001420804	MOLL DOCS	BOX 212 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443108	71443108 NRM	2,4	2,4	12/14/2011	U	NO	D\BV0225001226065	MOLL DOCS	BOX 213 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443109	71443109 NRM	2,4	2,4	12/14/2011	U	NO	D\BV0225001226065	MOLL DOCS	BOX 214 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443110	71443110 NRM	3,6	3,6	12/14/2011	U	NO	D\BV02220001220104	MOLL DOCS	BOX 215 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443111	71443111 NRM	2,4	2,4	12/14/2011	U	NO	D\BV02210000120205	MOLL DOCS	BOX 216 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443112	71443112 NRM	3,6	3,6	12/14/2011	U	NO	D\BV02217001320605	MOLL DOCS	BOX 217 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443113	71443113 NRM	2,4	2,4	12/14/2011	U	NO	D\BV02130001310801	MOLL DOCS	BOX 218 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443114	71443114 NRM	3,6	3,6	12/14/2011	U	NO	D\BV02213001310801	MOLL DOCS	BOX 219 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443115	71443115 NRM	3,6	3,6	12/14/2011	U	NO	D\BV02218001171404	MOLL DOCS	BOX 220 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443116	71443116 NRM	3,6	3,6	12/14/2011	U	NO	D\BV02218001171403	MOLL DOCS	BOX 221 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443117	71443117 NRM	3,6	3,6	12/14/2011	U	NO	D\BV02216001420702	MOLL DOCS	BOX 222 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443118	71443118 NRM	2,4	2,4	12/14/2011	U	NO	D\BV02217001303202	MOLL DOCS	BOX 223 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443119	71443119 NRM	2,4	2,4	12/14/2011	U	NO	D\BV02215000825906	MOLL DOCS	BOX 224 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443120	71443120 NRM	3,6	3,6	12/14/2011	U	NO	D\BV02218001171401	MOLL DOCS	BOX 225 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443121	71443121 NRM	3,6	3,6	12/14/2011	U	NO	D\BV02217000810601	MOLL DOCS	BOX 226 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443122	71443122 NRM	2,4	2,4	12/14/2011	U	NO	D\BV02218000820106	MOLL DOCS	BOX 227 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443123	71443123 NRM	2,4	2,4	12/14/2011	U	NO	D\BV02217001303202	MOLL DOCS	BOX 228 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443124	71443124 NRM	3,6	3,6	12/14/2011	U	NO	D\BV02216001420703	MOLL DOCS	BOX 229 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443125	71443125 NRM	1,2	1,2	12/14/2011	U	NO	D\CC082\W007830706	MOLL DOCS	BOX 230 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443126	71443126 NRM	1,2	1,2	12/14/2011	U	NO	D\CC082\W007830806	MOLL DOCS	BOX 231 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443127	71443127 NRM	1,2	1,2	12/14/2011	U	NO	D\CC082\W007430402	MOLL DOCS	BOX 232 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443128	71443128 NRM	1,2	1,2	12/14/2011	U	NO	D\CC082\W007830802	MOLL DOCS	BOX 233 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443129	71443129 NRM	1,2	1,2	12/14/2011	U	NO	D\CC082\W007830602	MOLL DOCS	BOX 234 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443130	71443130 NRM	1,2	1,2	12/14/2011	U	NO	D\CC082\X004820805	MOLL DOCS	BOX 235 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443131	71443131 NRM	2,4	2,4	12/14/2011	U	NO	D\BV02218000220102	MOLL DOCS	BOX 236 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443132	71443132 NRM	1,2	1,2	12/14/2011	U	NO	D\CC082\X00410109	MOLL DOCS	BOX 237 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443133	71443133 NRM	2,4	2,4	12/14/2011	U	NO	D\BV02212000081006	MOLL DOCS	BOX 238 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443134	71443134 NRM	2,4	2,4	12/14/2011	U	NO	D\BV02218000830903	MOLL DOCS	BOX 239 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443135	71443135 NRM	2,4	2,4	12/14/2011	U	NO	D\BV02210000120206	MOLL DOCS	BOX 240 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443136	71443136 NRM	3,6	3,6	12/14/2011	U	NO	D\BV02218001720701	MOLL DOCS	BOX 241 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443137	71443137 NRM	1,2	1,2	12/14/2011	U	NO	D\CC082\X006101004	MOLL DOCS	BOX 242 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443138	71443138 NRM	1,2	1,2	12/14/2011	U	NO	D\CC082\X006110909	MOLL DOCS-MISC	BOX 243 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443139	71443139 NRM	1,2	1,2	12/14/2011	U	NO	D\CC082\X006110606	MOLL DOCS-MISC	BOX 244 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443140	71443140 NRM	1,2	1,2	12/19/2011	U	NO	D\CC082\X006710707	MOLL EMPLOYEE DOCS	BOX 245 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443141	71443141 NRM	1,2	1,2	12/19/2011	U	NO	D\CC082\X007110202	MOLL EMPLOYEE DOCS	BOX 246 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443142	71443142 NRM	1,2	1,2	12/19/2011	U	NO	D\CC082\X006109065	MOLL DOCS-MISC	BOX 247 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443143	71443143 NRM	1,2	1,2	12/19/2011	U	NO	D\CC082\X006820403	MOLL DOCS-MISC	BOX 248 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443144	71443144 NRM	1,2	1,2	12/19/2011	U	NO	D\CC082\X006820404	MOLL DOCS	BOX 249 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443145	71443145 NRM	1,2	1,2	12/19/2011	U	NO	D\CC082\X006330603	MOLL DOCS	BOX 250 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443146	71443146 NRM	1,2	1,2	12/19/2011	U	NO	D\CC082\X006710506	MOLL DOCS	BOX 251 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443147	71443147 NRM	1,2	1,2	12/19/2011	U	NO	D\CC082\X006710506	MOLL DOCS	BOX 252 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443148	71443148 NRM	1,2	1,2	12/19/2011	U	NO	D\CC082\X006530406	MOLL DOCS	BOX 252 OF 266	173630972																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443149	1049 NRM	1,2	1,2	12/22/2011	U	NO	D\CC0511005430602	VARIOUS BANK LOANS	TRUSSWAY 1 OF 6	158527987																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443150	1050 NRM	1,2	1,2	12/22/2011	U	NO	D\CC0511004810908	VARIOUS BANK LOAN	TRUSSWAY 2 OF 6	158527987																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443151	1051 NRM	1,2	1,2	12/22/2011	U	NO	D\CC0511005330605	VARIOUS BANK LOAN	TRUSSWAY 3 OF 6	158527987																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443152	1052 NRM	1,2	1,2	12/22/2011	U	NO	D\CC0511005510802	VARIOUS BANK LOAN	TRUSSWAY 4 OF 6	158527987																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443153	1053 NRM	1,2	1,2	12/22/2011	U	NO	D\CC0511004820201	VARIOUS BANK LOANS	TRUSSWAY 5 OF 6	158527987																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443154	1054 NRM	1,2	1,2	2/23/2012	U	NO	D\CC0311001620703	VARIOUS BANK LOANS-TUSCANO	TRUSSWAY, TSA, TUTWPLER, TVLDC	160082753																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443155	LE1124 NRM	1,2	1,2	2/23/2012	U	NO	D\MS32150001750103	FINANCIALS	CREDIT AGREEMENTS	160082753																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443156	LE1004 NRM	1,2	1,2	2/23/2012	1/1/2005	*****	U	NO	D\BV03304001430903	COMPLIANCE EMPLOYEE RECORDS	SUSQUEHANNA MEDIA 2004 SURVEY SAMPLING INT'L 2005-2006 TRIDENT EXPLORATION CORP 2006 TRW AUTOMOTIVE INC 2003-2004	160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443157	LE1001 NRM	1,2	1,2	2/23/2012	1/1/2005	*****	U	NO	D\BV03304001430901	COMPLIANCE EMPLOYEE RECORDS		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443158	LE1002 NRM	1,2	1,2	2/23/2012	1/1/2005	*****	U	NO	D\BV03304001610106	COMPLIANCE EMPLOYEE RECORDS		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443159	LE1003 NRM	1,2	1,2	2/23/2012	1/1/2005	*****	U	NO	D\BV03304001430806	COMPLIANCE EMPLOYEE RECORDS		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443160	LE1005 NRM	1,2	1,2	2/23/2012	1/1/2005	*****	U	NO	D\BV03304001430901	COMPLIANCE EMPLOYEE RECORDS		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443161	LE1006 NRM	1,2	1,2	2/23/2012	1/1/2005	*****	U	NO	D\BV03304001430904	COMPLIANCE EMPLOYEE RECORDS		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443162	LE1007 NRM	1,2	1,2	2/23/2012	1/1/2005	*****	U	NO	D\BV03304001430902	COMPLIANCE EMPLOYEE RECORDS		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443163	LE1008 NRM	1,2	1,2	2/23/2012	1/1/2005	*****	U	NO	D\BV03304001430903	COMPLIANCE EMPLOYEE RECORDS		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443164	LE1009 NRM	1,2	1,2	2/23/2012	1/1/2006	*****	U	NO	D\BV03304001610207	COMPLIANCE TEST ING 2006-2007		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443165	LE1010 NRM	1,2	1,2	2/23/2012	1/1/2006	*****	U	NO	D\BV03304001510101	CROSS TRADES 2006 A-Z	CROSS TRADG REPORTS 2007	160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443166	LE1011 NRM	1,2	1,2	2/23/2012	1/1/2007	*****	U	NO	D\BV03304001510102	CROSS TRADES 2007 W/30 7S		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443167	LE1012 NRM	1,2	1,2	2/23/2012	1/1/2007	*****	U	NO	D\BV03304001610209	CROSS TRADES 2007 W/30 7S		160082753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	71443168	LE1013 NRM	1,2	1,2	2/23/2012	1/1/2006	*****	U	NO	D\BV03304001610105	CROSS TRADES 2007 W/30 7S	2006 CROSS TRADES	160082753														

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	REFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143230	714143230	NRM	1.2	1.2	U	NO	D LMS6310002436091	189691259																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143231	714143231	NRM	1.2	1.2	U	NO	D LMS6311000245053	189691259			5/25/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143232	714143232	NRM	1.2	1.2	U	NO	D LMS6311000447073	189691259			5/25/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143233	LE1018	NRM	1.2	1.2	U	NO	D C0031 K001230102	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143234	LE1019	NRM	1.2	1.2	U	NO	D C0031 K001220804	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143235	LE1020	NRM	1.2	1.2	U	NO	D C0031 K001210102	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143236	LE 2021	NRM	1.2	1.2	U	NO	D C0031 K001220807	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143237	LE 1022	NRM	1.2	1.2	U	NO	D C0031 K001220805	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143238	LE1023	NRM	1.2	1.2	U	NO	D LMS6315000250128	179997138			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143239	LE1035	NRM	1.2	1.2	U	NO	D C0031 K000393102	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143240	LE1030	NRM	1.2	1.2	U	NO	D BV03304001430905	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143241	LE1034	NRM	1.2	1.2	U	NO	D BV03304001430906	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143242	LE1033	NRM	1.2	1.2	U	NO	D C0031 K001820402	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143243	LE1032	NRM	1.2	1.2	U	NO	D BV03304001510105	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143244	LE1031	NRM	1.2	1.2	U	NO	D BV03304001430702	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	714143245	LE1029	NRM	1.2	1.2	U	NO	D BV03304001510106	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143246	LE1028	NRM	1.2	1.2	U	NO	D BV03304001430704	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143247	LE1027	NRM	1.2	1.2	U	NO	D C0031 K000939502	189691259			2/24/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143248	LE1026	NRM	1.2	1.2	U	NO	D BV03304001610203	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143249	LE1025	NRM	1.2	1.2	U	NO	D BV03304001430702	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	714143250	LE1024	NRM	1.2	1.2	U	NO	D BV03304001610108	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963251	724963251	NRM	1.2	1.2	U	NO	D C0031 K000810106	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963252	724963252	NRM	1.2	1.2	U	NO	D C0031 K000839803	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963253	724963253	NRM	1.2	1.2	U	NO	D C0031 K000810407	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963254	724963254	NRM	1.2	1.2	U	NO	D C0031 K000810407	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963255	HFP 7139	NRM	1.2	1.2	U	NO	D C0032 E005910702	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963256	724963256	NRM	1.2	1.2	U	NO	D C0031 K000830106	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963257	724963257	NRM	1.2	1.2	U	NO	D C0031 K000810603	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963258	724963258	NRM	1.2	1.2	U	NO	D C0031 K000820109	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963259	724963259	NRM	1.2	1.2	U	NO	D C0031 K000820309	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963260	724963260	NRM	1.2	1.2	U	NO	D C0031 K000810803	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963261	724963261	NRM	1.2	1.2	U	NO	D C0031 K000610402	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963262	724963262	NRM	1.2	1.2	U	NO	D C0031 K000810304	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963263	724963263	NRM	1.2	1.2	U	NO	D C0031 K000820907	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963264	724963264	NRM	1.2	1.2	U	NO	D BV03304001810308	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963265	724963265	NRM	1.2	1.2	U	NO	D C0031 K000620304	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963266	724963266	NRM	1.2	1.2	U	NO	D C0031 K000910507	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963267	HFP 7151	NRM	1.2	1.2	U	NO	D C0032 E005920103	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963268	TR 7152	NRM	1.2	1.2	U	NO	D C0032 E005920103	189691259			2/24/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963269	AD 7153	NRM	1.2	1.2	U	NO	D C0033 K000135951	189691259			2/24/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963270	AD 7154	NRM	1.2	1.2	U	NO	D C0033 K000134046	189691259			2/24/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963271	RE 7155	NRM	1.2	1.2	U	NO	D LMS4267001140804	189691259			2/24/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963272	RE 7156	NRM	1.2	1.2	U	NO	D LMS4268400022001	189691259			2/24/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963273	TR 7157	NRM	1.2	1.2	U	NO	D C0033 K000135951	189691259			2/24/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963274	TR 7158	NRM	1.2	1.2	U	NO	D C0033 K000630701	189691259			2/24/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963275	TR 7159	NRM	1.2	1.2	U	NO	D C0033 K000135955	189691259			2/24/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963276	TR 7160	NRM	1.2	1.2	U	NO	D C0033 K000135951	189691259			2/24/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963277	TR 7161	NRM	1.2	1.2	U	NO	D C0033 K000135951	189691259			2/24/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963278	TR 7162	NRM	1.2	1.2	U	NO	D C0033 K000135952	189691259			2/24/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963279	TR 7163	NRM	1.2	1.2	U	NO	D C0033 K000135952	189691259			2/24/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963280	EX 7164	NRM	1.2	1.2	U	NO	D C0031 K001020101	189691259			2/23/2012														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963281	RETAIL 7167	NRM	1.2	1.2	U	NO	D C0031 K001820601	189691259			2/23/2012	1/1/2006	#####												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	724963282	RETAIL 7168	NRM	1.2	1.2	U	NO	D C0031 K001820601	189691259																	

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUCT	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963378	RETAIL1781	NRM	1.2	1.2	3/16/2012	1/1/2009	#####	U	NO	D\MS4269001340802	HCM PAYROLL SEPT. OCT, DEC 200	NOV IS MISSING	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963379	HR 7253	NRM	1.2	1.2	3/16/2012	1/1/2008	#####	U	NO	D\MS4269000620301	HCM PAYROLL JUNE & JULY 2008	2008 ADP QUARTERLY REPORTS	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963380	HR 7254	NRM	1.2	1.2	3/16/2012	1/1/2009	#####	U	NO	D\MS42640022230501	HCM PAYROLL Q1 JAN-MARCH 2009		160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963381	HR 7255	NRM	1.25	1.2	3/16/2012	1/1/2009	#####	U	NO	D\MS2182000630602	HCM PAYROLL Q2 APRIL-JULY 2009		160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963382	HR 7256	NRM	1.2	1.2	3/16/2012			U	NO	D\MS42570005404004	HCM PAYROLL Q3-Q4 AUG-DEC 2009		160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963383	HR 7257	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4249001240002	HCM PAYROLL 2010	BOX 1 OF 4	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963384	HR 7258	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4251000640304	HCM TERMED FILES 2005	BOX 2 OF 4	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963385	HR 7259	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4250002420602	HCM TERMED FILES 2005	BOX 3 OF 4	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963386	HR 7260	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4253001030083	AR MISC FILES:	LAWSUITS JARA, CHANEY, SCHUTZE	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963387	HR 7261	OUT	1.2	1.2	3/16/2012			U	NO	D\MS4269001710063	HCM PAYROLL MAY & JUNE 2007	NOV 2007 TAXES REF #724963377	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963388	HR 7262	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4269001810104	HCM DEFINED BENEFITS 2006-2007	HCM 401K 2004	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963389	HR 7263	NRM	1.2	1.2	3/16/2012	1/1/2007	#####	U	NO	D\MS4257000616001	2007 UKPAYROLL, 2009 UKPAYROLL	SINGAPORE PAYROLL, HF INVESTS.	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963390	HR 7264	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4250001140704	HCM ADPTAXES'08, SCHWAB401 200	TERM FILES 4 OF 4, HCM STOCK O	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963391	HR 7265	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4268000140701	HCM PAYROLL 2010	JAN-JUNE	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963392	HR 7266	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4269001720054	HCM PAYROLL 2010	JULY-DEC	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963393	CORP ACCT	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4251000713002	2007 EMPLOYEE EXPENSES	A-CL	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963394	CORP ACCT	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4251000828002	2007 EMPLOYEE EXPENSES	CO-JA	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963395	CORP ACCT	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4258000830101	2007 EMPLOYEE EXPENSES	JE-J & AND & 2002 BALSHEET D	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963396	CORP ACCT	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4251000727002	2007 EMPLOYEE EXPENSES	J-KU	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963397	CORP ACCT	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4259001340501	2007 EMPLOYEE EXPENSES	L-N	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963398	RETAIL1196	NRM	1.2	1.2	3/26/2012	1/1/2003	#####	U	NO	D\MS8459001210501	RETAIL BOARD BOOKS		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963399	RETAIL1187	NRM	1.2	1.2	3/26/2012	1/1/2005	#####	U	NO	D\MS8457001910102	RETAIL BOARD BOOKS		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963400	RETAIL1188	NRM	1.2	1.2	3/26/2012	1/1/2007	#####	U	NO	D\MS8457000930701	RETAIL BOARD BOOKS		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963401	RETAIL1189	NRM	1.2	1.2	3/26/2012	1/1/2007	#####	U	NO	D\MS8458000630103	RETAIL BOARD BOOKS		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963402	RETAIL1190	NRM	1.2	1.2	3/26/2012	1/1/2008	#####	U	NO	D\MS8457002401011	RETAIL BOARD BOOKS		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963403	RETAIL1191	NRM	1.2	1.2	3/26/2012	1/1/2009	#####	U	NO	D\MS8458000230503	RETAIL BOARD BOOKS		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963404	RETAIL1192	NRM	1.2	1.2	3/26/2012	1/1/2006	#####	U	NO	D\MS8456001410601	RETAIL BOARD BOOKS		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963405	RETAIL1193	NRM	1.2	1.2	3/26/2012	1/1/2006	#####	U	NO	D\MS8458000233041	RETAIL BOARD BOOKS		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963406	RETAIL1194	NRM	1.2	1.2	3/26/2012	1/1/2006	#####	U	NO	D\MS8458000211703	RETAIL BOARD BOOKS		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963407	RETAIL1195	NRM	1.2	1.2	3/26/2012	1/1/2006	#####	U	NO	D\MS8458000440404	RETAIL BOARD BOOKS		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963408	RETAIL1196	NRM	1.2	1.2	3/26/2012	1/1/2007	#####	U	NO	D\MS8457001840204	HCD BK/10K SUPPORT		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963409	RETAIL1197	NRM	1.2	1.2	3/26/2012	1/1/2007	#####	U	NO	D\MS8457000820703	HCD BK/10K SUPPORT		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963410	RETAIL1198	NRM	1.2	1.2	3/26/2012	1/1/2007	#####	U	NO	D\MS8458000144002	HCD BK/10K SUPPORT	SOX VALUATIONS	161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963411	RETAIL1199	NRM	1.2	1.2	3/26/2012	1/1/2004	#####	U	NO	D\MS8457001600200	RETAIL BOARD BOOKS	MINUTES	161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963412	RETAIL1200	NRM	1.2	1.2	3/26/2012	1/1/2007	#####	U	NO	D\MS8458000620504	HCD BK/10K SUPPORT	SOX VALUATIONS	161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963413	RETAIL1201	OUT	1.2	1.2	3/26/2012	1/1/2004	#####	U	NO	D\MS8456001430302	COLUMBIA FLOATING RATE FUND AG		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963414	RETAIL1202	NRM	1.2	1.2	3/26/2012	1/1/2005	#####	U	NO	D\MS8456500101001	PROSPECT STREET AUDIT AND BOAR		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963415	RETAIL1203	NRM	1.2	1.2	3/26/2012	1/1/2007	#####	U	NO	D\MS8458000181301	HCF HIGH RENTS OFFERING DOCS		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963416	RETAIL1204	NRM	1.2	1.2	3/26/2012	1/1/2004	#####	U	NO	D\MS8458002300204	PROSPECT STREET BOARD BOOKS		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963417	RETAIL1205	NRM	1.2	1.2	3/26/2012	1/1/2004	#####	U	NO	D\MS8456002440504	PROSPECT STREET BOARD BOOKS		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963418	RETAIL1206	NRM	1.2	1.2	3/26/2012	1/1/2004	#####	U	NO	D\MS8456001320604	FIRST TRUST DOCS		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963419	RETAIL1207	NRM	1.2	1.2	3/26/2012	1/1/2006	#####	U	NO	D\MS8458000620503	RETAIL TRADE DOCS		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963420	RETAIL1208	NRM	1.2	1.2	3/26/2012	1/1/2008	#####	U	NO	D\110721700132061	HCD-HCF RE-ORG DOCS/MISC SIGNA	DOCS-LLV, CCS ATRIUM, ETC	218472753														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963421	RETAIL1209	OUT	1.2	1.2	3/26/2012	1/1/2004	#####	U	NO	D\MS8458001320604	COLUMBIA FLOATING RATE CLOSING		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963422	RETAIL1210	NRM	1.2	1.2	3/26/2012	1/1/2004	#####	U	NO	D\MS8457001920304	PROSPECT STREET PUBLIC OFFERIN		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963423	RETAIL1211	NRM	1.2	1.2	3/26/2012	1/1/2004	#####	U	NO	D\MS8457002440103	PIONEER FLOATING RATE PUBLIC O	DOCS	161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963424	RETAIL1212	NRM	1.2	1.2	3/26/2012	1/1/2009	#####	U	NO	D\MS8458000630204	PROJECT CLOVER/PROJECT SAM ADA	MISC DOCS	161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963425	RETAIL1213	OUT	1.2	1.2	3/26/2012			U	NO	D\MS4267001221033			160806259														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963428	HR7300	NRM	1.2	1.2	5/25/2012	1/15/2006	#####	U	NO	D\MS2158002420404	PAYROLL ADJUSTMENT 2008	1/15-1/31/08 & 2/14-2/29/08	183928303														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963429	HR7301	NRM	1.2	1.2	5/25/2012	3/14/2008	#####	U	NO	D\MS2158001550603	PAYROLL ADJUSTMENT 2008	3/14-3/31/08 & 5/15-5/30/08	183928303														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963430	HR7302	NRM	1.2	1.2	5/25/2012	8/15/2008	#####	U	NO	D\MS2158001740802	PAYROLL ADJUSTMENT	8/15-8/28/08 & 11/15-11/30/08	183928303														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963431	HR7303	NRM	1.2	1.2	5/25/2012	4/15/2008	#####	U	NO	D\MS2158001730401	PAYROLL ADJUSTMENT 2008	4/15/2008-4/30/2008	183928303														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963432	HR7304	NRM	1.2	1.2	5/25/2012	11/14/2008	#####	U	NO	D\MS2158001730401	HCM PAYROLL	2008	183928303														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963433	HR7305	NRM	1.2	1.2	5/25/2012	9/15/2008	#####	U	NO	D\MS2158002320701	HCM PAYROLL ADJUSTMENT 2008	9/15-9/30/08 & 10/15-10/31/08	2008 183928303														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963434	HR7306	NRM	1.2	1.2	5/25/2012	1/1/2008	#####	U	NO	D\MS2158001230201	PAYROLL		183928303														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963435	724963435	NRM	1.2	1.2	5/25/2012			U	NO	D\BV03117001510205			162768946														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963483	EX 1685	NRM	1.2	1.2	3/26/2012			U	NO	D\MS8458000183004	HP HOUSES FILE FOLDERS-DAVIST		161024260														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963484	CORP ACCT	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4253000300802	2007 EMPLOYEE EXPENSES	PA-VE	160806373														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963485	EX-L1	NRM	1.2	1.2	2/24/2012	1/1/1999	#####	U	NO	D\CO033 K00093406	OKADA MISC FILES 2005-2006	MISC FILES 1999-2005	160187457														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963486	EX-L2	NRM	1.2	1.2	2/24/2012	1/1/2003	#####	U	NO	D\CO033 K00093702	OKADA MISC FILES 2003-2004		160187457														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963487	EX-L3	NRM	1.2	1.2	2/24/2012	9/1/2006	#####	U	NO	D\CO033 K00093803	OKADA FSA BINDERS	COIGNA & VHC	160187457														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963488	EX-L4	NRM	1.2	1.2	2/24/2012	1/1/2005	#####	U	NO	D\CO033 K00093806	OKADA BANK STATEMENTS 2005-07		160187457														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963489	EX-L5	NRM	1.2	1.2	2/24/2012	1/1/1998	#####	U	NO	D\CO033 K000130404	OKADA MISC FILES 1998-2002		160187457														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963490	EX-L6	NRM	1.2	1.2	2/24/2012			U	NO	D\BV02326000130202	OKADA BINDERS	FRISCO, KELLER, MILLENIUM, VAN	168331421														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	724963491	EX-L7	NRM	1.2	1.2	2/24/2012			U																			

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION INDI	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM	ALPHA TO	REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959733	396109298	NRM	1.2	1.2			2/22/2000				2/24/2000	1/1/1992	#####	U	NO		D\208110000340305	AUDIT LETTERS &			396109298				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959734	396109299	NRM	1.2	1.2							2/24/2000						U	NO	D\208109000340106	CHYPS			396109299				0	
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959735	396109300	NRM	1.2	1.2			2/22/2000				2/24/2000	2/3/1992	#####	U	NO		D\208229000840903	PROSPECT STREET HIGH			396109311				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959736	396109301	NRM	1.2	1.2			2/22/2000				2/24/2000	3/21/1989	#####	U	NO		D\208229000840904	PROSPECT STREET HIGH			396109301				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959737	396109302	NRM	1.2	1.2			2/22/2000				2/24/2000	4/1/1991	#####	U	NO		D\208229000840905	PROSPECT STREET HIGH			396109302				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959738	396109303	NRM	1.2	1.2			2/22/2000				2/24/2000	9/21/1993	#####	U	NO		D\208229000840906	PROSPECT STREET HIGH			396109303				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959739	396109304	NRM	1.2	1.2			2/22/2000				2/24/2000	1/31/1989	#####	U	NO		D\208109000340203	BANK OF NEW YORK-MONTH			396109304				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959740	396109305	NRM	1.2	1.2							2/24/2000	1/1/1989	#####	U	NO		D\208109000340204	PROSPECT-TRADE TICKETS			396109305				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959741	396109306	NRM	1.2	1.2			2/22/2000				2/24/2000	1/4/1993	#####	U	NO		D\208110000340606	PROSPECT STREET HIGH			396109306				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959742	396109307	NRM	1.2	1.2			2/22/2000				2/24/2000	11/21/1989	#####	U	NO		D\208110000340205	PROSPECT STREET HIGH			396109307				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959743	396109308	NRM	1.2	1.2			2/22/2000				2/24/2000	3/22/1989	#####	U	NO		D\208110000340206	PROSPECT STREET HIGH			396109308				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959744	396109309	NRM	1.2	1.2			2/22/2000				2/24/2000	9/1/1989	#####	U	NO		D\208109000340205	PROSPECT STREET HIGH			396109309				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959745	396109310	NRM	1.2	1.2			2/22/2000				2/24/2000	1/19/1989	#####	U	NO		D\208109000340206	PROSPECT STREET HIGH			396109310				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959746	396109311	NRM	1.2	1.2			2/22/2000				2/24/2000	12/1/1988	#####	U	NO		D\208109000340306	PROSPECT STREET HIGH			396109311				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959747	396109312	NRM	1.2	1.2			2/22/2000				2/24/2000	6/30/1990	#####	U	NO		D\208109000340405	PROSPECT STREET HIGH			396109312				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959748	396109313	NRM	1.2	1.2			2/22/2000				2/24/2000	3/29/1990	#####	U	NO		D\208110000340406	PROSPECT STREET HIGH			396109313				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959749	396109314	NRM	1.2	1.2			2/22/2000				2/24/2000	5/12/1989	#####	U	NO		D\208109000340406	PROSPECT STREET HIGH			396109314				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959750	396109315	NRM	1.2	1.2			2/22/2000				2/24/2000	2/23/1989	#####	U	NO		D\208110000340505	PROSPECT STREET HIGH			396109315				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959751	396109316	NRM	1.2	1.2			2/22/2000				2/24/2000	12/20/1988	#####	U	NO		D\208110000340506	PROSPECT STREET HIGH			396109316				0			
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959752	396109317	NRM	1.2	1.2			2/22/2000				2/24/2000	3/27/1989	#####	U	NO		D\208110000340306	PROSPECT STREET HIGH			396109317				0			

EXHIBIT D-4



From: [Drake Rayshell](#)
To: ["John A. Morris"; Deitsch-Perez, Deborah R.; Drew K. York](#)
Cc: [Jeff Pomerantz; Aigen, Michael P.](#)
Subject: RE: Highland: Inventory of Boxes to be Destroyed
Date: Thursday, October 9, 2025 7:05:32 AM
Attachments: [Iron Mountain Inventory for destruction.pdf](#)

John,

At first blush, it looks like your .pdf export caused a loss of data because a large portion of the spreadsheet displays "#####" instead of the actual date. It is unclear if any other information was also lost in the export. Will you please provide the native spreadsheet instead so we can evaluate the complete information?

Thanks,
Drake

From: John A. Morris <jmorris@pszjlaw.com>
Sent: Wednesday, October 8, 2025 2:09 PM
To: Deitsch-Perez, Deborah R. <deborah.deitschperez@stinson.com>; Drew K. York <dyork@grayreed.com>
Cc: Jeff Pomerantz <jpomerantz@pszjlaw.com>; Aigen, Michael P. <michael.aigen@stinson.com>; Drake Rayshell <drayshell@grayreed.com>
Subject: [EXTERNAL] Highland: Inventory of Boxes to be Destroyed

Deborah and Drew:

You have each inquired about the Documents subject to the Destruction Motion.

While your clients have no right to obtain any of the Documents, Highland would like to avoid any objection to the Motion.

Toward that end, attached is the inventory of the boxes subject to the Motion (I understand the list is searchable). To resolve any objection, please let us know if your clients want copies of the Documents in any box; assuming they are plausibly related to some on-going litigation, we can arrange to have them copied at your client's expense and provide them pursuant to an agreed-upon confidentiality agreement.

Regards,

John

John A. Morris

Pachulski Stang Ziehl & Jones LLP

Direct Dial: 212.561.7760

Tel: 212.561.7700 | Fax: 212.561.7777

jmorris@pszjlaw.com

[vCard](#) | [Bio](#) | [LinkedIn](#)



Los Angeles | New York | Wilmington, DE | Houston | San Francisco

EXHIBIT D-5



From: [John A. Morris](#)
To: [Drake Rayshell](#); [Deutsch-Perez, Deborah R.](#); [Drew K. York](#)
Cc: [Jeff Pomerantz](#); [Aigen, Michael P.](#)
Subject: [EXTERNAL] RE: Highland: Inventory of Boxes to be Destroyed
Date: Thursday, October 9, 2025 2:54:08 PM
Attachments: [image001.jpg](#)
[image002.png](#)
[Iron Mountain.pdf](#)

Drake:

Try and attached and let me know if there are any issues.

Regards,

John

John A. Morris

Pachulski Stang Ziehl & Jones LLP

Direct Dial: 212.561.7760

Tel: 212.561.7700 | Fax: 212.561.7777

jmorris@pszjlaw.com

[vCard](#) | [Bio](#) | [LinkedIn](#)



[Los Angeles](#) | [New York](#) | [Wilmington, DE](#) | [Houston](#) | [San Francisco](#)

From: Drake Rayshell <drayshell@grayreed.com>
Sent: Thursday, October 9, 2025 8:06 AM
To: John A. Morris <jmorris@pszjlaw.com>; Deutsch-Perez, Deborah R. <deborah.deitschperez@stinson.com>; Drew K. York <dyork@grayreed.com>
Cc: Jeff Pomerantz <jpomerantz@pszjlaw.com>; Aigen, Michael P. <michael.aigen@stinson.com>
Subject: RE: Highland: Inventory of Boxes to be Destroyed

John,

At first blush, it looks like your .pdf export caused a loss of data because a large portion of the spreadsheet displays “#####” instead of the actual date. It is unclear if any other information was also lost in the export. Will you please provide the native spreadsheet instead so we can evaluate the complete information?

Thanks,
Drake

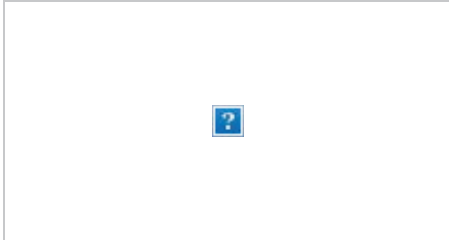
Drake Rayshell

Associate

Tel [469.320.6220](tel:469.320.6220) | Fax [469.320.6805](tel:469.320.6805) | drayshell@grayreed.com

1601 Elm St., Suite 4600 | Dallas, TX 75201

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From: John A. Morris <jmorris@pszilaw.com>

Sent: Wednesday, October 8, 2025 2:09 PM

To: Deitsch-Perez, Deborah R. <deborah.deitschperez@stinson.com>; Drew K. York
<dyork@grayreed.com>

Cc: Jeff Pomerantz <jpomerantz@pszilaw.com>; Aigen, Michael P. <michael.aigen@stinson.com>;
Drake Rayshell <drayshell@grayreed.com>

Subject: [EXTERNAL] Highland: Inventory of Boxes to be Destroyed

Deborah and Drew:

You have each inquired about the Documents subject to the Destruction Motion.

While your clients have no right to obtain any of the Documents, Highland would like to avoid any objection to the Motion.

Toward that end, attached is the inventory of the boxes subject to the Motion (I understand the list is searchable). To resolve any objection, please let us know if your clients want copies of the Documents in any box; assuming they are plausibly related to some on-going litigation, we can arrange to have them copied at your client's expense and provide them pursuant to an agreed-upon confidentiality agreement.

Regards,

John

John A. Morris

Pachulski Stang Ziehl & Jones LLP

Direct Dial: 212.561.7760

Tel: 212.561.7700 | Fax: 212.561.7777

jmorris@pszjlaw.com

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EXHIBIT D-6



CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262173	131262173	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 F003230803	WATER PUMP/IRON																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262174	131262174	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 F003230502	SLEEPMASTER BOX 1 OF 2																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262175	131262175	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 F002530201	SLEEPMASTER BOX 2 OF 2																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262176	131262176	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 F002830303	SHOP-KO/SO- CAL EDISON																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262177	131262177	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120402	FOOD SERVICE SUPPLIES																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262178	131262178	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120007	MASTICA DARRYS BOX 1 OF 2																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262179	131262179	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120403	ADVANTICA DENNY'S BOX 2 OF 2																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262181	131262181	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120501	FISHER SO/ROBERTS WIRELESS																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262182	131262182	NRM	1,2	1,2	9/17/2004	U	NO	D PP012 R001210409	ETHYL CORPORATION																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262183	131262183	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120709	FIRCHOLD G008177																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262184	131262184	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120807	GREETOWN CASINO/HARTZ																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262185	131262185	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120808	GLOBAL ENERGY																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262186	131262186	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120703	GENERAL BINDING/GENESIS ENERGY																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262187	131262187	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120901	IDENTITY NOW/IMAGISTICS																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262188	131262188	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120809	FOOTHILLS MALL																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	131262189	131262189	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120603	IMPERIAL SUGAR BOX 1 OF 3																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262190	131262190	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120701	IMPERIAL SUGAR BOX 2 OF 3																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262191	131262191	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120702	IMPERIAL SUGAR BOX 3 OF 3																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262193	131262193	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 F002630603	HANDY & HARMON																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262194	131262194	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 F002630301	GATLYORD ENTERTAINMENT																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262195	131262195	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120202	SFX ENTERTAINMENT BOX 1 OF 2																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262196	131262196	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 F003230203	SFX ENTERTAINMENT BOX 2 OF 2																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262197	131262197	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 F002430801	HOUSE OF BLUES/HONEY'S																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262198	131262198	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 F003230403	HEXCEL CORP/HOLLAND GROUP																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262199	131262199	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 F003230501	KINDRED HEALTHCARE																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262200	131262200	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002110305	GENCOR BOX 2 OF 2																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262201	131262201	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120201	KINDRED HEALTHCARE																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262202	131262202	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120103	ISPATI INLAND																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262203	131262203	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120402	INTL TRANSMISSIONS / CREW																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262204	131262204	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120203	INTEGRATED DEFENSE/INTL																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262205	131262205	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120902	INSILCO																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262206	131262206	NRM	1,2	1,2	9/17/2004	U	NO	D CC073 G002410201	TELEX COMMUNICATIONS																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262207	131262207	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002110406	THERMADYNE BOX 1 OF 2																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262208	131262208	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002220103	THERMADYNE BOX 2 OF 2																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262209	131262209	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120401	TEXAS PETROCHEMICAL																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262210	131262210	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120306	LODGIAN 1 OF 2/LIONHEART																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262211	131262211	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002120903	LODGIAN BOX 2 OF 2																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262212	131262212	NRM	1,2	1,2	9/17/2004	U	NO	D CC044 G002220102	KOPPERS																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262213	131262213	NRM	1,2	1,2	10/6/2004	U	NO	D CC044 F003110607	PHO GROUP/PHOVEON/PRIMETECH																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262214	131262214	NRM	1,2	1,2	10/6/2004	U	NO	D CC041 F003110505	VITAMIN SHOPPE																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262215	131262215	NRM	1,2	1,2	10/6/2004	U	NO	D CC041 F003110706	VIDEOTRON LTEE/VINNINGS IND																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262216	131262216	NRM	1,2	1,2	10/6/2004	U	NO	D CC041 F003110508	VERIDIAN/VERTEX AERO AKA																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262217	131262217	NRM	1,2	1,2	10/6/2004	U	NO	D LMS216000750101	PALISADES MALL/PARPER TECH																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262218	131262218	NRM	1,2	1,2	10/6/2004	U	NO	D CC041 F003110405	MFI PARTNERS BOX 1 OF 2																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262219	131262219	NRM	1,2	1,2	10/6/2004	U	NO	D CC041 F003110404	MFI PARTNERS BOX 2 OF 2/																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262220	131262220	NRM	1,2	1,2	10/6/2004	U	NO	D CC041 F003110603	WILLIS NORTH AMERICA FKA																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262221	131262221	NRM	1,2	1,2	10/6/2004	U	NO	D CC041 F003110504	WESTFIELD AMERICA GROWTH/																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262222	131262222	NRM	1,2	1,2	10/6/2004	U	NO	D CC041 F003110505	AMFAC AKA PARTNERS MARKS																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262223	131262223	NRM	1,2	1,2	10/6/2004	U	NO	D CC041 F003110903	PLAYTEX/PRESSURE SYSTEMS																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262224	131262224	NRM	1,2	1,2	10/6/2004	U	NO	D CC041 F003110507	OM GROUP/OPEL																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262225	131262225	NRM	1,2	1,2	10/6/2004	U	NO	D CC041 F003110407	NEXTEL ARGENTINA/OCTAGON																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	MASTER DEPARTMENT	131262226	131262226	NRM	1,2	1,2	10/6/2004	U	NO	D CC041 F00311040																		

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG				
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262346	131262346	NRM	1.2	1.2	11/18/2003	11/24/2003	11/18/2003	U	NO	D CC054 A005420804	PHY TRADE TICKETS/EXPENSES	1994-1996	21796422														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262349	131262349	NRM	1.2	1.2	11/18/2003	11/24/2003	11/18/2003	U	NO	D CC054 A005420904	CLOSED DEAL	1994-1996	21796422														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262350	131262350	NRM	1.2	1.2	11/18/2003	11/24/2003	11/18/2003	U	NO	D CC054 A005420905	CLOSED DEALS DADE BEHRING	1994-1996	21796422														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262351	131262351	NRM	1.2	1.2	11/18/2003	11/24/2003	11/18/2003	U	NO	D CC054 A005420809	CLOSED DEALS	1994-1996	21796422														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262352	131262352	NRM	1.2	1.2	11/18/2003	11/24/2003	11/18/2003	U	NO	D CC054 A005420802	CLOSED DEALS ACCURIDE KEYCO	1994-1996	21796422														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262353	131262353	NRM	1.2	1.2	11/18/2003	11/24/2003	11/18/2003	U	NO	D CC054 A005420806	CLOSED DEALS	1994-1996	21796422														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262354	131262354	NRM	1.2	1.2	11/18/2003	11/24/2003	11/18/2003	U	NO	D PP012 S904030407	K2H PAMCO	2000-2001	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262355	131262355	NRM	1.2	1.2	11/18/2003	11/24/2003	11/18/2003	U	NO	D CC054 B004810308	ACCOUNTING CASH RPTS 98-99	1998-1999	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262356	131262356	NRM	1.2	1.2	11/18/2003	11/24/2003	11/18/2003	U	NO	D CC054 B004810208	ACCOUNTING CASH RPTS	1998-1999	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262357	131262357	NRM	1.2	1.2	11/18/2003	11/24/2003	11/18/2003	U	NO	D CC054 B004810305	MONTHLY MARKS 1999	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262358	131262358	NRM	1.2	1.2	11/18/2003	11/24/2003	11/18/2003	U	NO	D CC054 B004810309	MISC/CELL/BOOKS/FILES	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262359	131262359	NRM	1.2	1.2	11/20/2003	11/24/2003	11/18/2003	U	NO	D CC054 B004810302	MONTHLY MARKS 1999	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262361	131262361	NRM	1.2	1.2	11/20/2003	11/24/2003	11/18/2003	U	NO	D CC054 B004810305	SCANNED CREDIT AGREEMENTS	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262362	131262362	NRM	1.2	1.2	11/20/2003	11/24/2003	11/18/2003	U	NO	D CC054 B004810401	SCANNED CREDIT AGREEMENTS	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262363	131262363	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 B004810606	AMERICAN HOME PATIENT	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262364	131262364	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 B004810304	AMERICAN HOME/PATIENT	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262365	131262365	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 B004810306	PENTACON	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262366	131262366	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 A005420804	QUALITY STORES	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262367	131262367	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 A005420803	ALADDIN	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262368	131262368	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 A005420807	BIG V HOLDING CORP	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262369	131262369	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 A005420807	BIG V HOLDING CORP	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262370	131262370	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 A005420909	BIG V HOLDING CORP	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262371	131262371	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 B004810107	FOOTHILLS MALL	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262372	131262372	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 B004810108	FOOTHILLS MALL	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262373	131262373	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 B004810104	FOOTHILLS MALL	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262374	131262374	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 B004810205	HEDSTROM DOCUMENTS	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262375	131262375	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 A005420908	CONSECO CLOSING DOCS	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262376	131262376	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 B004810206	ALADDIN DOCUMENTS	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262377	131262377	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 A005420902	CLOSED DEALS PAPER BOX 1 OF 2	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262378	131262378	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 B004810104	CLOSED DEALS AMC/MCQUAY	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262380	131262380	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 B004810103	PREMIER CRUISES	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262381	131262381	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 B004810102	PREMIER CRUISES	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262382	131262382	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 B004810202	PREMIER CRUISES	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262383	131262383	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 A005420906	ALADDIN DOCUMENTS	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262384	131262384	NRM	1.2	1.2	11/20/2003	11/24/2003	11/20/2003	U	NO	D CC054 A005420903	OLD WAITING FOR ORIGINALS	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262389	131262389	NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D CC042 M0021330703	AMERICAN REF-FUEL/AUTOCAM/	BE AEROSPACE	1997-1998	84245928													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262390	131262390	NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D CC042 M002110204	ACAPULCO AQUISHION	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262391	131262391	NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D PP022 D005930203	ACERNA/AMC ENTERTAINMENT	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262392	131262392	NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D CC042 M002130062	AMERICAN SKING BOX 1 OF 2	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262394	131262394	NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D CC042 M002130903	AMERICAN SKING BOX 1 OF 2	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262395	131262395	NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U	NO	D CC042 M002110104	AMERICAN GREETING	1997-1998	84245928														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	MASTER DIVISION	131262396	131262396	NRM	1.2	1.2	8/30/2004	8/30/2004	8/30/2004	U																			

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTR	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262796	131262796 LEI	MASTER DIVISION	MASTER DEPARTMENT	131262805	131262805 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1997	1/1/2000	U	NO	D1M52145001630001	REVENUE DOCUMENTS - CREDIT	1997-2000				D1M52145001630001	REVENUE DOCUMENTS - CREDIT	1997-2000		1997-2000	130530300	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262805	131262805 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262806	131262806 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV44107000910509	PROSPECT STREET	BINDERS- VARIOUS				D BV44107000910509	PROSPECT STREET	BINDERS- VARIOUS		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262809	131262809 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262810	131262810 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV232327000210804	MARKETING & CORRESPONDENCE	CLO I				D BV232327000210804	MARKETING & CORRESPONDENCE	CLO I		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262810	131262810 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262811	131262811 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442370002206003	COAST HIGHLANDS CLO	1998				D BV442370002206003	COAST HIGHLANDS CLO	1998		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262811	131262811 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262812	131262812 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442370002206003	CLOSING DOCS HFCO PABST					D BV442370002206003	CLOSING DOCS HFCO PABST			21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262812	131262812 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262813	131262813 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS VEMETAN	VENTAS VENTURE				D BV442120007270908	CLOSING DOCS VEMETAN	VENTAS VENTURE		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262813	131262813 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262814	131262814 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS MIKOHN	EVERGREEN JOHNSTOWN				D BV442120007270908	CLOSING DOCS MIKOHN	EVERGREEN JOHNSTOWN		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262814	131262814 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262815	131262815 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	PANOLAM PABST				D BV442120007270908	CLOSING DOCS	PANOLAM PABST		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262815	131262815 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262816	131262816 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS HENRIEL PARTNERS	THEOPHONY VENCOR VASYSYSTEMS				D BV442120007270908	CLOSING DOCS HENRIEL PARTNERS	THEOPHONY VENCOR VASYSYSTEMS		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262816	131262816 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262817	131262817 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	ALARIS ARENA BRANDS				D BV442120007270908	CLOSING DOCS	ALARIS ARENA BRANDS		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262817	131262817 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262818	131262818 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS TRIARC	TUESDAY MORNING				D BV442120007270908	CLOSING DOCS TRIARC	TUESDAY MORNING		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262818	131262818 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262819	131262819 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	ADIENCE PANOLAM				D BV442120007270908	CLOSING DOCS	ADIENCE PANOLAM		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262819	131262819 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262820	131262820 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS LE GROUPS LAIDLAW	INTERMEDIA PARTNERS				D BV442120007270908	CLOSING DOCS LE GROUPS LAIDLAW	INTERMEDIA PARTNERS		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262820	131262820 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262821	131262821 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS STAR WORT TELEK	KEY ENERGY TELECOM				D BV442120007270908	CLOSING DOCS STAR WORT TELEK	KEY ENERGY TELECOM		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262821	131262821 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262822	131262822 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	CABLE SYS CHARTER BLUE BIRD				D BV442120007270908	CLOSING DOCS	CABLE SYS CHARTER BLUE BIRD		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262822	131262822 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262823	131262823 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS HOLLINGER	AMENED 43099				D BV442120007270908	CLOSING DOCS HOLLINGER	AMENED 43099		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262823	131262823 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262824	131262824 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS RIC HOLDINGS	WUEST DIAGNOSTICS				D BV442120007270908	CLOSING DOCS RIC HOLDINGS	WUEST DIAGNOSTICS		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262824	131262824 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262825	131262825 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS USAGE RELATES SUN	TRAVEL CENTERS TEREX				D BV442120007270908	CLOSING DOCS USAGE RELATES SUN	TRAVEL CENTERS TEREX		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262825	131262825 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262826	131262826 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	WOODLANDS VININGS				D BV442120007270908	CLOSING DOCS	WOODLANDS VININGS		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262826	131262826 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262827	131262827 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS WALLS WERNER					D BV442120007270908	CLOSING DOCS WALLS WERNER			21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262827	131262827 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262828	131262828 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS AZTAR	AMERICAN MARKETING				D BV442120007270908	CLOSING DOCS AZTAR	AMERICAN MARKETING		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262828	131262828 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262829	131262829 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS ACME METAL AMFAC	ADVANTICA ANACOMP				D BV442120007270908	CLOSING DOCS ACME METAL AMFAC	ADVANTICA ANACOMP		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262829	131262829 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262830	131262830 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS INTEGRATED HEALTH	KEYSTONE AUTOMOTIVE				D BV442120007270908	CLOSING DOCS INTEGRATED HEALTH	KEYSTONE AUTOMOTIVE		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262830	131262830 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262831	131262831 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	ALLIANCE GAMING AMERICAN MKTG				D BV442120007270908	CLOSING DOCS	ALLIANCE GAMING AMERICAN MKTG		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262831	131262831 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262832	131262832 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	1997-1998				D BV442120007270908	CLOSING DOCS	1997-1998		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262832	131262832 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262833	131262833 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	SEAGAE CA 11/22/00				D BV442120007270908	CLOSING DOCS	SEAGAE CA 11/22/00		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262833	131262833 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262834	131262834 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	ASSIGNMENTS/ACCEPTANCE				D BV442120007270908	CLOSING DOCS	ASSIGNMENTS/ACCEPTANCE		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262834	131262834 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262835	131262835 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	GRAND UNION 6/15/95				D BV442120007270908	CLOSING DOCS	GRAND UNION 6/15/95		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262835	131262835 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262836	131262836 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	ATHRUS				D BV442120007270908	CLOSING DOCS	ATHRUS		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262836	131262836 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262837	131262837 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	172370525				D BV442120007270908	CLOSING DOCS	172370525		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262837	131262837 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262838	131262838 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	LIBERTY HOUSE				D BV442120007270908	CLOSING DOCS	LIBERTY HOUSE		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262838	131262838 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262839	131262839 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	LIBERTY HOUSE				D BV442120007270908	CLOSING DOCS	LIBERTY HOUSE		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262839	131262839 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262840	131262840 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	LIBERTY HOUSE				D BV442120007270908	CLOSING DOCS	LIBERTY HOUSE		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262840	131262840 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262841	131262841 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	LIBERTY HOUSE				D BV442120007270908	CLOSING DOCS	LIBERTY HOUSE		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262841	131262841 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262842	131262842 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	LIBERTY HOUSE				D BV442120007270908	CLOSING DOCS	LIBERTY HOUSE		21796422	21796422	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	131262842	131262842 NRM	MASTER DEPARTMENT	MASTER DEPARTMENT	131262843	131262843 NRM	1,2	1,2		12/14/2001	12/17/2001	1/1/1998	11/21/1994	U	NO	D BV442120007270908	CLOSING DOCS	LIBERTY HOUSE				D BV442120007270908	CLOSING DOCS	LIBERTY HOUSE		21796		

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262964	131262964	NRM	1,2	1,2	6/20/2002	7/8/2002	6/20/2002	U	NO	D CC074A W003123045	CLOSING DOCUMENTS PCO	MANCO PRODUCTS	25764462															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262965	131262965	NRM	1,2	1,2	6/20/2002	7/8/2002	6/20/2002	U	NO	D CC074A W003114402	CLOSING DOCUMENTS METRO DOOR	LINDHEART NEWS PAPER	25764462															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262966	131262966	NRM	1,2	1,2	6/20/2002	7/8/2002	6/20/2002	U	NO	D CC074A W003123046	CLOSING DOCUMENTS	LUND INDUSTRIES UCCS	25764462															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262967	131262967	NRM	1,2	1,2	6/20/2002	7/8/2002	6/20/2002	U	NO	D CC074A W003123047	CLOSING DOCUMENTS	PRECISION CUSTOM COATING	25764462															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262968	131262968	NRM	1,2	1,2	6/20/2002	7/8/2002	6/20/2002	U	NO	D CC074A W003123048	CLOSING DOCUMENTS	MONITRONICS	25764462															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262969	131262969	NRM	1,2	1,2	6/20/2002	7/8/2002	6/20/2002	U	NO	D CC074A W003111902	CLOSING DOCUMENTS	OUTSOURCE PARTNERS	25764462															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262972	131262972	NRM	1,2	1,2	6/20/2002	7/8/2002	6/20/2002	U	NO	D CC082 D005030704	CLOSING DOCUMENTS	BROAD BORD PATRICK CONNER	136764203															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262983	131262983	NRM	1,2	1,2	6/21/2002	7/8/2002	6/21/2002	U	NO	D PP022 D005030201	IBI FILES SECOND ROUND	BRAD HAN AND DAVIS D	136764203															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262984	131262984	NRM	1,2	1,2	6/21/2002	7/8/2002	6/21/2002	U	NO	D PP022 D005030202	IBI FILES SECOND ROUND	JOHN MORGAN	136764203															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262985	131262985	NRM	1,2	1,2	6/21/2002	7/8/2002	6/21/2002	U	NO	D PP022 D005030203	IBI FILES SECOND ROUND	DAVE KURT JOE PAUL KENNETH	136764203															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262986	131262986	NRM	1,2	1,2	6/21/2002	7/8/2002	6/21/2002	U	NO	D PP022 D005030204	IBI FILES SECOND ROUND	MIKE RICH	136764203															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262987	131262987	NRM	1,2	1,2	6/21/2002	7/8/2002	6/21/2002	U	NO	D PP022 D005030205	IBI FILES SECOND ROUND	PATRICK CONNER	136764203															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262988	131262988	NRM	1,2	1,2	6/21/2002	7/8/2002	6/21/2002	U	NO	D PP022 D005030206	IBI FILES SECOND ROUND	TODD TRAVERS ETC	136764203															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262990	131262990	NRM	1,2	1,2	6/25/2002	7/8/2002	6/25/2002	U	NO	D GP02207001230902	CLOSED BONDS	A-C	A	C														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262994	131262994	NRM	1,2	1,2	6/25/2002	7/8/2002	6/25/2002	U	NO	D GP02207001310204	CLOSED BONDS	G-H	G	H														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262997	131262997	NRM	1,2	1,2	6/25/2002	7/8/2002	6/25/2002	U	NO	D CC054 A005420907	CLOSED BONDS	H-L	H	L														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131262999	131262999	NRM	1,2	1,2	6/25/2002	7/8/2002	6/25/2002	U	NO	D CC072 U003610502	CLOSED BONDS	O-Z	O	Z														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131263002	LE1121	NRM	1,2	1,2				U	NO	D LMS1150001230001	CREDIT DOCUMENTS	B-C	B	C														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131263003	131263003	OUT	1,2	1,2				U	NO	D CC024 W003410103																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131263004	131263004	NRM	1,2	1,2				U	NO	D LMS426700121001																		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131263010	131263010	NRM	1,2	1,2	7/8/2002	7/12/2002	7/8/2002	U	NO	D CC074 F003410603	BANK RUPTCY FILES AUDIO VISUAL	CROWN USOP GORGES HOLDING	25913400															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131263011	131263011	NRM	1,2	1,2	7/8/2002	7/12/2002	7/8/2002	U	NO	D CC074 F003410604	IBW METRO DOOR	ACCOUNTING JAN MAY 00 CASH RPT	25913400															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131263042	131263042	OUT	1,2	1,2	7/10/2002	7/12/2002	7/10/2002	U	NO	D CC024 F003410605	SETTLEMENT ACTIVITY	NO-UP FILES	M	M														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131263043	131263043	OUT	1,2	1,2	7/10/2002	7/12/2002	7/10/2002	U	NO	D CC024 F003410606	SETTLEMENT ACTIVITY	NO-UP FILES	N	P														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131263056	131263056	NRM	1,2	1,2	7/11/2002	10/30/2002	7/11/2002	U	NO	D CC072 U003610901	BANKRUPTCY REPORTS	CHS ELEC SILVER CINEMAS	28274954															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131263059	131263059	NRM	1,2	1,2	7/12/2002	10/30/2002	7/12/2002	U	NO	D CC072 U003610802	CLOSED DEALS COMPASS MINERALS	COMPASS AERO KEY PLASTICS	28274954															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	131263060	131263060	NRM	1,2	1,2	8/5/2002	8/19/2002	8/5/2002	U	NO	D CC064 X001620603	CLOSED FILES	ZENITHCA ENERSYS/YUASA	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509601	224509601	NRM	1,2	1,2	8/19/2002	9/5/2002	8/19/2002	U	NO	D CC074 V002120604	CLOSED FILES	JEFF DAVIS	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509602	224509602	NRM	1,2	1,2	8/19/2002	9/5/2002	8/19/2002	U	NO	D CC064 X001620301	CLOSED FILES	WELLSFORD/WHITEHALL	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509603	224509603	NRM	1,2	1,2	8/19/2002	9/5/2002	8/19/2002	U	NO	D CC074 V002120803	CLOSED FILES WCI/WATERMARK	WELLSFORD/WHITEHALL	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509604	224509604	NRM	1,2	1,2	8/19/2002	9/5/2002	8/19/2002	U	NO	D CC074 V002120603	CLOSED FILES	WCI/WATERMARK	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509605	224509605	NRM	1,2	1,2	8/19/2002	9/5/2002	8/19/2002	U	NO	D CC064 X001620604	CLOSED FILES WCI/WATERMARK	VOICESTREAM BANK BOOK/ASSIGNS	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509606	224509606	NRM	1,2	1,2	8/19/2002	9/5/2002	8/19/2002	U	NO	D CC064 X001620403	CLOSED FILE	VOICESTREAM	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509607	224509607	NRM	1,2	1,2	8/19/2002	9/5/2002	8/19/2002	U	NO	D CC064 X001620202	CLOSED FILE	VOICESTREAM	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509608	224509608	NRM	1,2	1,2	8/19/2002	9/5/2002	8/19/2002	U	NO	D CC064 X001620805	CLOSED DEALS TRAD HOSP	VIASYSTEMS/CUCAR INT'L	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509609	224509609	NRM	1,2	1,2	8/19/2002	9/5/2002	8/19/2002	U	NO	D CC064 X001620501	CLOSED DEALS TRITON CELL	TRUE TEMPER SPORTS	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509610	224509610	NRM	1,2	1,2	8/19/2002	9/5/2002	8/19/2002	U	NO	D CC064 X001620602	CLOSED DEALS	TRACER/SHAPLE	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509611	224509611	NRM	1,2	1,2	8/19/2002	9/5/2002	8/19/2002	U	NO	D CC063 Q007030203	CLOSED DEALS	DUANE READE	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509612	224509612	NRM	1,2	1,2	8/19/2002	9/5/2002	8/19/2002	U	NO	D CC064 X001620203	CLOSED FILES	DAL-TILE	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509613	224509613	NRM	1,2	1,2	8/20/2002	9/5/2002	8/20/2002	U	NO	D CC064 X001620909	CLOSED DEALS	DICTAPHONE FLOWERS FOODS	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509614	224509614	NRM	1,2	1,2	8/20/2002	9/5/2002	8/20/2002	U	NO	D CC064 X001620701	CLOSED DEAL	DIGITAL TELEVISION	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509615	224509615	NRM	1,2	1,2	8/21/2002	9/5/2002	8/21/2002	U	NO	D CC074 V002120604	CLOSED DEAL	QUEST DIAGNOSTICS	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509616	224509616	NRM	1,2	1,2	8/21/2002	9/5/2002	8/21/2002	U	NO	D CC074 V002120604	CLOSED DEAL	QUEST DIAGNOSTICS	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509617	224509617	NRM	1,2	1,2	8/21/2002	9/5/2002	8/21/2002	U	NO	D CC074 V002120903	CLOSED DEALS ROCKWOOD/ENNAIR	QUEST/CORNING BANK BOOL	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509618	224509618	NRM	1,2	1,2	8/21/2002	9/5/2002	8/21/2002	U	NO	D CC074 V002120804	CLOSED DEALS MONITRONICS	NEXTEL FINANCE	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509619	224509619	NRM	1,2	1,2	8/22/2002	9/5/2002	8/22/2002	U	NO	D CC064 X001620903	CLOSED DEALS	TRANSWESTERN PUBLISHING	28937139															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509620	224509620	NRM	1,2	1,2	8/22/2002	9/5/2002	8/22/2002	U	NO	D CC072 Q000320003	CLOSED DEALS 21ST CENTURY	WEST RESOURCES WORLD KITCHEN	28937139															

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509710	53 NRM	1.2	1.2	5/31/2005	U	NO	D LM52165000750073	CLOSED CREDITS	SEE LIST IN BOX	1	1	172370525														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509711	54 NRM	1.2	1.2	5/31/2005	U	NO	D LM52165000750073	CLOSED CREDITS	SEE LIST IN BOX			172370525														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509712	55 NRM	1.2	1.2	5/31/2005	U	NO	D CC054 R005820103	CLOSED TRADE TICKETS 2004	CLOSED CREDITS BONDS LIST IN B			129243653														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509713	56 NRM	1.2	1.2	5/31/2005	U	NO	D LM521650007500803	CLOSED CREDITS TOTAL 18	LIST IN BOX			172370525														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509714	57 NRM	1.2	1.2	5/31/2005	1/1/1997	1/1/2004	U	NO	D CC032 CC01738902	TOWER AIR ENGINE	CLOSED 11-15-02	51902099														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509715	58 NRM	1.2	1.2	5/31/2005	1/1/1997	1/1/2004	U	NO	D CC032 CC01738902	TOWER AIR ENGINE	CLOSED 11-15-02	51902099														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509716	59 NRM	1.2	1.2	5/31/2005	4/9/2002	12/16/2004	U	NO	D LM52165000748004	CLOSED CREDITS	OLD BONDS & VARIOUS DOCS	172370525														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509717	60 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130503	PERFORMANCE LOGISTICS	GENERAL DOCS SOLD 3 25 04			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509718	61 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130404	PERFORMANCE LOGISTICS	FINANCIALS AND ACQ DOCS			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509719	62 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130702	CASE LOGIC SC000124 04	BOX OF 2			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509720	63 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130702	CASE LOGIC SC000124 04	BOX OF 2			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509721	64 NRM	1.2	1.2	6/16/2005	U	NO	D LM52165000820302	CLOSED CREDITS	LIST ATTACHED TO TRANS SHEET			172370525														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509722	65 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130504	CHANNEL MASTER	BINDERS 2001 2002 VOL 1 5			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509723	66 NRM	1.2	1.2	6/16/2005	U	NO	D LM52165000748002	CLOSED CREDITS OLD CREDITS	LIST IN BOX			172370525														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509724	67 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130306	SIFE COM	CREDIT AGREEMENTS 1998-2001			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509725	68 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130506	PRECISION CUSTOM PEAG SUS MEDI	ALL FILES			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509726	69 NRM	1.2	1.2	6/16/2005	U	NO	D CC072 J003830302	PEGASUS MEDIA	TRADE TICKETS AMENDMENTS			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509727	70 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130605	PEGASUS	FINANCIA S MISC			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509728	71 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130602	RENTA CENTER RP POLYMER AND RP	ALL FILES			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509729	72 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130701	CLOSED CREDITS	RP POLYMER AND SOLU CLENT			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509730	73 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130502	CLOSED CREDITS	SOLICIENT AND SOVERIGN AND SPR			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509731	74 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130606	CLOSED CREDITS	SPRINGS INDUSTRIES			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509732	75 NRM	1.2	1.2	6/16/2005	U	NO	D PP013 K002630707	CLOSED CREDITS ANA TALP MPL TI	STRATOS SWITCH DATA TEAM TETON			75058579														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509733	76 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130704	CLOSED CREDITS	THINAS TRUE TEMPER RUMPHOLD			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509734	77 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130505	TRYSO V5 RESTAURANT UNITED ND	ALL FILES SOLD 2 15 02			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509735	78 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130505	CLOSED CREDITS	QUANGUARD WASTE CONNECT WEIGHT			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509736	79 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130603	CLOSED CREDITS	WEIGHT WATCHERS BOX 2			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509737	80 NRM	1.2	1.2	6/16/2005	U	NO	D CC062 J001820206	CLOSED CREDITS	WESTERN INDUSTRIES			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509738	81 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130305	CLOSED CREDITS	WESTERN INDUSTRIES			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509739	82 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130505	CORVEST	ALL FILES SOLD 2 15 02			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509740	83 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130302	COUNTRY PURE FOODS	ALL FILES SOLD 1 23 04			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509741	84 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130401	CLOSED BONDS	AK STEEL CENARGO GREAT ATLANT			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509742	85 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130303	CLOSED BONDS	LIST IN BOX			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509743	86 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130302	CLOSED BONDS	LIST IN BOX			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509744	87 NRM	1.2	1.2	6/16/2005	U	NO	D CC043 P003130402	CLOSED BONDS	RESOLUTION SHAW VERTIS			52394913														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509747	224509747 NRM	1.2	1.2	10/25/2002	10/30/2002	10/25/2002	U	NO	D CC072 U003618086	CLOSED DEALS	LETTERS A AND C	28274954														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509748	224509748 NRM	1.2	1.2	10/25/2002	10/30/2002	10/25/2002	U	NO	D CC081 J007820303	CLOSED DEALS	LETTERS R S T U V	28274954														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509749	224509749 NRM	1.2	1.2	10/25/2002	10/30/2002	10/25/2002	U	NO	D CC072 U003618055	CLOSED DEALS	LETTERS M AND O	28274954														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509750	224509750 NRM	1.2	1.2	10/25/2002	10/30/2002	10/25/2002	U	NO	D CC072 U003618062	CLOSED DEALS	PERVIT PARTNERS	28274954														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509752	224509752 NRM	1.2	1.2	10/25/2002	10/30/2002	10/25/2002	U	NO	D CC072 U003622003	CLOSED DEALS	LETTERS E G H M	28274954														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509753	224509753 NRM	1.2	1.2	10/25/2002	10/30/2002	10/25/2002	U	NO	D CC072 U003623004	CLOSED DEALS	LIBERTY GROUP PUBLISHING	28274954														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509754	224509754 NRM	1.2	1.2	10/25/2002	10/30/2002	10/25/2002	U	NO	D CC072 U003620054	CLOSED DEALS	MERISTAR HOSPITALITY	28274954														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509755	224509755 NRM	1.2	1.2	10/25/2002	10/30/2002	10/25/2002	U	NO	D CC072 U003620405	CLOSED DEALS	COMERLAND MICH ELECTRIC	28274954														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509756	224509756 NRM	1.2	1.2	10/25/2002	10/30/2002	10/25/2002	U	NO	D CC072 U003620405	CLOSED DEALS	COLONIAL MOUNT MEADOW HX	28274954														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509757	224509757 NRM	1.2	1.2	10/25/2002	10/30/2002	10/25/2002	U	NO	D CC072 U003620606	CLOSED DEALS	LETTERS A AND B	28274954														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509758	224509758 NRM	1.2	1.2	10/25/2002	10/30/2002	10/25/2002	U	NO	D CC072 U003620505	CLOSED DEALS	LETTER A	28274954														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509759	224509759 NRM	1.2	1.2	10/25/2002	10/30/2002	10/25/2002	U	NO	D CC072 U003618103	CLOSED DEALS	DAIRY MART	28274954														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509760	224509760 NRM	1.2	1.2	10/25/2002	10/30/2002	10/25/2002	U	NO	D CC072 U003620405	CLOSED DEALS	HOLMAN S BANKRUPTCY DOCS	28274954														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509761	224509761 NRM	1.2	1.2	11/2/2002	11/26/2002	11/1/2002	U	NO	D CC072 C00322003	CLOSED BANK DEALS	AMERICAN MEDIA AMERICAN TOWER	28800846														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509762	224509762 NRM	1.2	1.2	11/2/2002	11/26/2002	11/1/2002	U	NO	D CC072 C00322043	CLOSED BANK DEAL	AMERICAS FAVORITE CHICKEN	28800846														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509763	224509763 NRM	1.2	1.2	11/2/2002	11/26/2002	11/1/2002	U	NO	D CC072 C003220034	CLOSED DEALS AMI SEMI BIG V	AMERICAS FAVORITE CHICKEN	28800846														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509764	224509764 NRM	1.2	1.2	11/2/2002	11/26/2002	11/1/2002	U	NO	D CC072 C003219004	CLOSED BANK DEAL	DESA	28800846														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509765	224509765 NRM	1.2	1.2	11/2/2002	11/26/2002	11/1/2002	U	NO	D CC072 C00322003	CLOSED BANK DEAL	DISCOVER	28800846														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509766	224509766 NRM	1.2	1.2	11/2/2002	11/26/2002	11/1/2002	U	NO	D CC072 C003220005	CLOSED DEALS EARLE JORGENSEN	EG & G TECH EXPRESS SCRIPTS	28800846														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509767	224509767 NRM	1.2	1.2	11/4/2002	11/26/2002	11/4/2002	U	NO	D CC072 C003219005	CLOSED BANK DEALS	FRANKS NURSERY FLOWERSERVE	28800846														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509768	224509768 NRM	1.2	1.2	11/4/2002	11/26/2002	11/4/2002	U	NO	D CC072 C003220034	CLOSED BANK DEALS FRANKS	NURSERY FRIENDLYS ICE CREAM	28800846														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509769	224509769 NRM	1.2	1.2	11/4/2002	11/26/2002	11/4/2002	U	NO	D CC072 C003220104	CLOSED BANK DEALS FRIENDLYS	ICE CREAM GAYLORD CA	28800846														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509770	224509770 NRM	1.2	1.2	11/4/2002	11/26/2002	11/4/2002	U	NO	D CC072 C003220104	CLOSED BANK DEALS FRIENDLYS	AIR GENERAL CABLE	28800846														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509771	224509771 NRM	1.2	1.2	11/4/2002	11/26/2002	11/4/2002	U	NO	D CC043D0002310704	CLOSED BANK DEALS GENERAL	CABLE CA GROVE WORLDWIDE	143241042														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509772	224509772 NRM	1.2	1.2	11/4/2002	11/26/2002	11/4/2002	U	NO	D CC072 C003220076	CLOSED BANK DEAL JOY GLOBAL	GLOBE MANUFACTURING	28800846														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509773	224509773 NRM	1.2	1.2	11/4/2002	11/26/2002	11/4/2002	U	NO	D CC072 C003220064	CLOSED DEALS GOLDEN SKY SYS	GOLDEN STATE FOODS	28800846														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	224509774	224509774 NRM	1.2	1.2	11/4/2002	11/26/2002	11/4/2002	U	NO	D CC072 C003220404	CLOSED DEALS GRAND UNION	GOLDEN STATE FOODS CA	28800846														

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	444452088	285 NRM	2.4	2.4	9/27/2007	U	NO	D PP012 2000310883	CLOSED CREDIT MARKWEST, MCP	MASTETTA MARINA DISTRICT	81146103															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452089	286 NRM	2.4	2.4	9/27/2007	U	NO	D CC073 2000320104	CLOSED CREDIT MARKWEST, MCP	MASTETTA MARINA DISTRICT	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452090	287 NRM	2.4	2.4	9/27/2007	U	NO	D CC044 40002010403	CLOSED CREDITSBY NEW NEG	NORRIM,MEGA BLOCKS,METALS,ETC	MAXXIM,MEGA BLOCKS,METALS,ETC	123296661															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452091	288 NRM	2.4	2.4	9/27/2007	U	NO	D PP012 2000810804	CLOSED CREDIT ENCOMPASS	NORTEL,NEWHALL,NELL,BIBCO	MAXXIM,MEGA BLOCKS,METALS,ETC	123296663															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452092	289 NRM	2.4	2.4	9/27/2007	U	NO	D PP012 2000810806	CLOSED CREDIT HUNTSMAN	HUNTSMAN BOX 1 OF 2	NORTEL,NEWHALL,NELL,BIBCO, NATIONAL HERITAGE, NE ENERGY, NEIGHBORCARE, NEW KIRK, NEW WORLD RESTAURANT, NORTH ATLANTIC	81146103															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452093	290 NRM	2.4	2.4	9/27/2007	U	NO	D PP012 2000810805	CLOSED CREDIT NOVUS	AMERICA WEST,NOVELIS,NEXT LINK	BOX 2 OF 2	81146103															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452094	291 NRM	2.4	2.4	9/27/2007	U	NO	D PP012 2000810905	NEXTEL/NEXTEL PARTNERS	SOLD 1-25-	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452114	310 NRM	2.4	2.4	9/27/2007	U	NO	D PP012 2000820103	BANK CONFIRMATION STATEMENTS	2006 4TH QUARTER A-UBS	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452116	311 NRM	3.6	3.6	9/27/2007	U	NO	D PP012 2003420604	ACCOUNTING EXPENSES	K YOUNG	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452117	312 NRM	2.4	2.4	9/27/2007	U	NO	D PP012 2000820104	TRADE CONFIRMS-ADD LIST	JUNE 2007-SEPT 2007	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452122	318 NRM	2.4	2.4	9/27/2007	U	NO	D PP012 2000810801	TRADE CONFIRMS	2005-2006 GOLDMAN	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452123	319 NRM	2.4	2.4	9/27/2007	U	NO	D CC073 2003220402	BANK STATEMENTS	2005-2006 VARIOUS BANKS A-Z	123296661																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452124	320 NRM	2.4C	2.8	9/27/2007	U	NO	D PP022 E005420603	CREDIT STRATEGIES AMENDMENTS	BOX 1 OF	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452125	321 NRM	2.4C	2.8	9/27/2007	U	NO	D PP022 E005420602	CREDIT STRATEGIES AMENDMENTS	BOX 2 OF 3	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452126	322 NRM	2.4C	2.8	9/27/2007	U	NO	D PP022 E005420606	CREDIT STRATEGIES AMENDMENTS	BOX 3 OF 3	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452127	323 NRM	2.4C	2.8	9/27/2007	U	NO	D PP022 E005420601	HIGH AND FINANCIAL TRUST	PROSPECTS 16.50&15.00 PER SHARE	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452128	324 NRM	1.2	1.2	9/27/2007	U	NO	D PP012 U001910502	PLOUGH HFR RESTRUCTURE 10/05	APEX CARE FORM BARRIER ACQU	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452129	325 NRM	1.2	1.2	9/27/2007	U	NO	D PP012 U001910409	96-99 SEC QUARTERLY REPORTING	B PENTWOOD CLD LTD PROSPECTUS	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452130	326 NRM	1.2	1.2	9/27/2007	U	NO	D PP012 U001910408	PLOUGH-CAVADER 5/06	AMENDMENTS RETURNED MAILINGS	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452131	327 NRM	1.2	1.2	9/27/2007	U	NO	D PP012 U001910407	2002 PERSONAL TRADES	COMPLIANCE	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452133	329 OUT	1.2	1.2	9/27/2007	U	NO	D PP012 U001910501	COMPLIANCE MICKEY OLD INFO	BOX 2 OF 2	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452134	330 OUT	1.2	1.2	9/27/2007	U	NO	D PP012 U001910406	COMPLIANCE MICKEY OLD INFO	BOX 1 OF 2	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452135	331 NRM	1.2	1.2	9/27/2007	U	NO	D PP012 U001910405	96-99 SEC QUARTERLY REPORTING	BOX 1 OF 1	81146103																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452136	332 NRM	2.4	2.4	10/11/2007	U	NO	D VS012 D001410402	HCM HEALTH & DENTAL BINDERS	VARIOUS	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452137	333 NRM	2.4	2.4	10/11/2007	U	NO	D PP022 U0005720503	FSA BINDERS & FINANCIAL DOCS	BOX 1 OF 1	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452138	334 NRM	1.2	1.2	10/11/2007	U	NO	D PP022 U007203031	HCM GROUP HEALTH FILES	2003-2005	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452139	335 NRM	2.4	2.4	10/11/2007	U	NO	D PP022 U0040420704	GE GROUP ADMINISTRATORS FILES	AND VARIOUS BINDERS	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452142	336 NRM	1.2	1.2	10/11/2007	U	NO	D L10714100820502	OLD TIME SHEETS 1997-2002	BOX 1 OF 2	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452143	337 NRM	1.2	1.2	10/11/2007	U	NO	D PP022 U007202005	OLD TIME SHEETS 1997-2002	BOX 2 OF 2	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452145	338 NRM	2.4	2.4	10/11/2007	U	NO	D PP022 U0010030306	OLD TIME SHEETS 1997-2002	FCS PAYROLL DOCUMENTS	120784721																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452146	HR7308	NRM	1.2	1.2	10/11/2007	U	NO	D PP022 U0013020508	VARIOUS HR DOCS	BOX 1 OF 2	170704424															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452147	HR7309	NRM	1.2	1.2	10/11/2007	U	NO	D PP022 U0013030309	VARIOUS HR DOCS	BOX 2 OF 2	170704424															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452148	339 NRM	1.2	1.2	10/11/2007	U	NO	D PP022 U007020109	AR OLD RESUMES	81575233																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452149	340 NRM	1.2	1.2	10/11/2007	U	NO	D PP022 U007020103	HIGHLAND EXAM MODELING RESULTS	BOX 1 OF 2 ON PRINTED PAPER	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452150	341 NRM	1.2	1.2	10/11/2007	U	NO	D PP022 U007020207	HIGHLAND EXAM MODELING RESULTS	BOX 2 OF 2 ON PRINTED PAPER	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452152	342 NRM	1.2	1.2	10/11/2007	U	NO	D PP022 U007020202	PROFIT SHARING PLAN STATEMENTS	1997-2003 BOX 1 OF 2	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452153	343 NRM	2.4	2.4	10/11/2007	U	NO	D PP022 U008020603	FCS PAYROLL BINDERS & CD'S	BOX 2 OF 3	120784721																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452154	344 NRM	2.4	2.4	10/11/2007	U	NO	D PP022 U0010020305	FCS PAYROLL BINDERS BOX 3 OF 3	BARRIER PAYROLL BINDERS 1 OF 2	120784721																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452155	345 NRM	2.4	2.4	7/1/2002	U	NO	D PP022 U0005720505	BARRIER PAYROLL BINDERS	BOX 2 OF 2	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452156	346 NRM	2.4	2.4	10/11/2007	U	NO	D PP022 U0005720504	HCM QSB PAYROLL BINDERS 1	2. HCM INCENTIVE PLAN DOCUMENT	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452157	347 NRM	2.4	2.4	10/11/2007	U	NO	D VS012 D001410601	HCM QSB PAYROLL BINDERS 2	2. HCM AGMTS,HCM SVCS EMPLOYEE	2003 OK STUFFING RCPD5	158220329															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452158	HR7310	OUT	1.2	1.2	10/11/2007	U	NO	D C213316001320108	EMPLOYEE DOCS-H.R. BINDER	HCM DOCS & TAX STATEMENTS	170704424															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452159	348 NRM	1.2	1.2	10/11/2007	U	NO	D GP02316000410505	PAYROLL DOCS	MISCELLANEOUS BOX 1 OF 2	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452160	349 NRM	1.2	1.2	10/11/2007	U	NO	D GP02316000410506	PAYROLL DOCS	MISCELLANEOUS BOX 2 OF 2	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452161	350 NRM	1.2	1.2	10/10/2008	U	NO	D PP012 H003120102	FORMS-L CRESCENT REAL SOLD	84245928																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452162	351 NRM	1.2	1.2	10/10/2008	U	NO	D PP012 S001010804	FORMS PRO-R	84245928																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452163	352 NRM	2.4	2.4	10/11/2007	U	NO	D VC011 S000720602	HCM QSB PAYROLL BINDERS	BOX 3 OF 5	123291091																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452164	353 NRM	2.4	2.4	10/11/2007	U	NO	D CC024 U000410703	HCM QSB PAYROLL BINDERS	BOX 4 OF 5	137952600																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452165	354 NRM	2.4	2.4	10/11/2007	U	NO	D CC074 V0040410704	HCM QSB PAYROLL BINDERS	BOX 5 OF 5	137952600																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452166	355 NRM	2.4	2.4	10/11/2007	U	NO	D PP022 U0005720404	ADP PAYROLL WAGE & TAX RECORD	2. HCM BEAR STERNS TRADES 2000	ADP BINDER 1997	81575233															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452167	356 NRM	2.4	2.4	10/11/2007	U	NO	D PP022 U0005720701	ADP PAYROLL WAGE & TAX RECORD	2. HCM BEAR STERNS TRADES 2000	ADP BINDER 1997	81575233															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452168	357 NRM	2.4	2.4	10/11/2007	U	NO	D PP022 U0005720403	HCM EMPLOYEE STOCK OWNERSHIP	FINAL ALLOCATION REPORTS	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452170	358 NRM	2.4	2.4	9/14/2008	U	NO	D PP022 U0005720402	PPR L INDIVIDUAL STATEMENTS	A-L	116292627																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452171	359 NRM	2.4	2.4	10/11/2007	U	NO	D VS012 D001410403	BARRIER & FCS TERM EMPLOYEES	EMPLOYEE FILES	158220329																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452172	360 NRM	2.4	2.4	10/11/2007	U	NO	D VS012 D001410701	HR EMPLOYER FILES FCS ONLY	81575233																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452173	361 NRM	1.2	1.2	10/10/2008	U	NO	D PP012 T003320508	FORMS C-D	84245928																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452174	362 NRM	1.2	1.2	10/10/2008	U	NO	D PP012 T000830201	FORMS A-B	84245928																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452175	363 NRM	1.2	1.2	9/14/2008	U	NO	D PP012 T000830206	TRADE ASSIGNMENT ADMITS	BOX 1 OF 2 1/106 TO 9/06	116292627																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452176	364 NRM	2.4	2.4	10/11/2007	U	NO	D PP022 U0005720505	BANK CONFIRMATIONS	3RD QUARTER 2006 BANK, GOLDMAN	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452210	365 NRM	2.4	2.4	10/11/2007	U	NO	D PP022 U0040420702	BANK CONFIRMATIONS A-C	3RD QUARTER 2007	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452211	366 NRM	2.4	2.4	10/11/2007	U	NO	D PP022 U0005720503	BANK CONFIRMATIONS	1ST QUARTER 2007 M'S	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452212	367 NRM	2.4	2.4	10/11/2007	U	NO	D PP022 U0005720506	BANK CONFIRMATIONS	1ST QUARTER 2007 N-I	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452213	368 NRM	2.4	2.4	10/11/2007	U	NO	D PP022 U0005720507	BANK CONFIRMATIONS V-Z	1ST QUARTER 2007 Q&Q2 BINDERS	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452214	369 NRM	1.2	1.2	10/11/2007	U	NO	D PP022 U007203034	JP MORGAN BINDERS	VARIOUS DATES	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452215	370 NRM	1.2	1.2	10/11/2007	U	NO	D PP022 U007203032	JP MORGAN CONFIRMATIONS 2006	BANK OF AMERICA 2006	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452216	371 NRM	1.2	1.2	10/11/2007	U	NO	D PP012 B000820706	STRAIGHT BILL OF LADING	TODD TRAVERS UNIMAC FINANCIAL	81575233																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	444452228	372 NRM	1.2	1.2	10/10/2008	U	NO	D LMS216500750302	TRADES & ACTIVITY NOTICES																		

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP	BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952291	511952291 NRM	2,4	2,4	5/2/2008	U	NO	D BV02208001720802	TRAVIS BOLDWIN WORKING FILES	BOX 1 OF 2	123805836																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952292	511952292 NRM	2,4	2,4	5/2/2008	U	NO	D BV02208001720704	TRAVIS BOLDWIN WORKING FILES	BOX 2 OF 2	123805836																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952293	511952293 NRM	2,4	2,4	5/2/2008	U	NO	D CC053 00068310906	CHARLES RICE RESEARCH BINDERS	BOX 1 OF 3	130619128																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952294	511952294 NRM	2,4	2,4	5/2/2008	U	NO	D CC053 00068310405	CHARLES RICE RESEARCH BINDERS	BOX 2 OF 3	130619128																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952295	511952295 NRM	1,2	1,2	5/2/2008	U	NO	D CC043 20028101306	CHARLES RICE RESEARCH BINDERS	BOX 3 OF 3 MINI BLUE BINDERS	130619128																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952296	511952296 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 00039206006	PETER GANCYCHAU WORKING FILES	BOX 1 OF 2	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952297	511952297 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 0003920701	PETER GANCYCHAU WORKING FILES	BOX 2 OF 2	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952299	511952299 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 0003920801	T.C.PRIVILEGE DOCS/EMAILS	BOX 2 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952300	511952300 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 0003920703	T.C.PRIVILEGE DOCS/EMAILS	BOX 16 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952301	511952301 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 0003920702	T.C.PRIVILEGE DOCS/EMAILS	BOX 17 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952302	511952302 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 0003920702	T.C.PRIVILEGE DOCS/EMAILS	BOX 18 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952303	511952303 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 0003920602	T.C.PRIVILEGE DOCS/EMAILS	BOX 19 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952304	511952304 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 0003920902	T.C.PRIVILEGE DOCS/EMAILS	BOX 20 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952305	511952305 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 0003920903	T.C.PRIVILEGE DOCS/EMAILS	BOX 21 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952306	511952306 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 0003920906	T.C.PRIVILEGE DOCS/EMAILS	BOX 22 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952307	511952307 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 0003920605	T.C.PRIVILEGE DOCS/EMAILS	BOX 23 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952308	511952308 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 0003920705	T.C.PRIVILEGE DOCS/EMAILS	BOX 24 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952309	511952309 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 0003920603	T.C.PRIVILEGE DOCS/EMAILS	BOX 25 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952310	511952310 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 0003920802	T.C.PRIVILEGE DOCS/EMAILS	BOX 26 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952311	511952311 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 0003920806	T.C.PRIVILEGE DOCS/EMAILS	BOX 27 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952312	511952312 NRM	2,4	2,4	5/2/2008	U	NO	D PR032 0003920804	T.C.PRIVILEGE DOCS/EMAILS	BOX 28 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952313	511952313 NRM	1,2	1,2	5/2/2008	U	NO	D PR032 N003530407	T.C.PRIVILEGE DOCS/EMAILS	BOX 29 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952314	511952314 NRM	1,2	1,2	5/2/2008	U	NO	D PR032 N003530501	T.C.PRIVILEGE DOCS/EMAILS	BOX 30 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952315	511952315 NRM	1,2	1,2	5/2/2008	U	NO	D PR032 N003530306	T.C.PRIVILEGE DOCS/EMAILS	BOX 31 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952316	511952316 NRM	1,2	1,2	5/2/2008	U	NO	D PR032 N003530405	T.C.PRIVILEGE DOCS/EMAILS	BOX 32 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952317	511952317 NRM	1,2	1,2	5/2/2008	U	NO	D PR032 N003530405	T.C.PRIVILEGE DOCS/EMAILS	BOX 33 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952318	511952318 NRM	1,2	1,2	5/2/2008	U	NO	D PR032 N003530309	T.C.PRIVILEGE DOCS/EMAILS	BOX 34 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952319	511952319 NRM	1,2	1,2	5/2/2008	U	NO	D PR032 N003530402	T.C.PRIVILEGE DOCS/EMAILS	BOX 35 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952320	511952320 NRM	1,2	1,2	5/2/2008	U	NO	D PR032 N003530403	T.C.PRIVILEGE DOCS/EMAILS	BOX 36 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952321	511952321 NRM	1,2	1,2	5/2/2008	U	NO	D PR032 N003530306	T.C.PRIVILEGE DOCS/EMAILS	BOX 37 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952322	511952322 NRM	1,2	1,2	5/2/2008	U	NO	D PR032 N003530305	T.C.PRIVILEGE DOCS/EMAILS	BOX 38 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952323	511952323 NRM	1,2	1,2	5/2/2008	U	NO	D PR032 N003530401	T.C.PRIVILEGE DOCS/EMAILS	BOX 39 OF 39	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952324	511952324 NRM	1,2	1,2	5/2/2008	U	NO	D PR032 N003530406	BRETT POPE WORKING FILES	BOX 1 OF 2	117776741																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952325	511952325 NRM	1,2	1,2	3/20/2009	U	NO	D CC054 R005610006																				
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952326	511952326 NRM	1,2	1,2	3/20/2009	U	NO	D CC054 R005610009																				
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952327	511952327 NRM	1,2	1,2	3/20/2009	U	NO	D CC054 R005620102																				
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952328	511952328 NRM	3,6	3,6	3/20/2009	U	NO	D CC044 W004010502																				
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952329	511952329 NRM	3,6	3,6	3/20/2009	U	NO	D CC044 W004010501																				
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952330	511952330 NRM	1,2	1,2	3/20/2009	U	NO	D CC054 R005610002																				
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952331	511952331 NRM	1,2	1,2	3/20/2009	U	NO	D CC054 R005620108																				
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952332	511952332 NRM	2,4	2,4	3/20/2009	U	NO	D CC044 A002010504																				
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952333	511952333 NRM	1,2	1,2	3/20/2009	U	NO	D GP02316000410506																				
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952334	511952334 NRM	2,4	2,4	3/20/2009	U	NO	D CC044 A002010502																				
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952335	511952335 NRM	3/20/2009	U	NO	D CC044 A002010501																						
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952336	511952336 NRM	3,6	3,6	5/5/2009	11/1/2008	2/1/2008	U	NO	D CC033 F0015120603	BANK STATEMENTS	JAN 01 TO FEB 08																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952337	511952337 NRM	3,6	3,6	5/5/2009	11/1/2007	12/1/2007	U	NO	D CC033 F0015120604	BANK STATEMENTS	NOV & DEC 2007																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952338	OPPS 7124 NRM	2,4	2,4	5/5/2009			U	NO	D GP041 U002030204	2005-2007 VALUATION	CLINT GILCHREST																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952339	511952339 NRM	2,4	2,4	5/5/2009	1/1/2009	3/1/2009	U	NO	D CC053 W004030009	BANK STATEMENTS	JAN-MARCH 2009																
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	5																											

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952419	511952419	NRM	1.2	1.2	1/1/2001	1/1/2001	U	NO	D V0011500070704	APP, FSA BINDERS, FCS DENTAL, CIGNA, WILLIS, GE WORKERS COMP BINDERS, JAN 2001 -	122591091															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952420	511952420	NRM	2.4	2.4	10/1/2008	1/1/2008	5/1/2008	U	NO	D V00115000720603	BANK OF AMERICA BANK STATEMENT	JAN - MAY 2008														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952421	511952421	NRM	2.4	2.4	10/1/2008	7/1/2007	12/1/2007	U	NO	D V00115000720701	BANK OF AMERICA BANK STATEMENT	JULY - DEC 2007														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952422	511952422	NRM	2.4	2.4	10/1/2008	5/1/2007	12/1/2007	U	NO	D V00115000720803	GOLDMAN SACHS BANK	MAY - DEC 2007														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952423	511952423	NRM	2.4	2.4	10/1/2008	1/1/2008	2/1/2008	U	NO	D V00115001710203	GOLDMAN SACHS	JAN - FEB 2008														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952424	511952424	NRM	2.4	2.4	10/1/2008	1/1/2008	1/1/2008	U	NO	D V00115001710201	GOLDMAN SACHS	MARCH - APRIL 2008														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952425	511952425	NRM	3.6	3.6	8/1/2008			U	NO	D PP0321000920401	BRIDGE INFO SYSTEMS	ACE ONSITE ALL OPEN														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952426	511952426	NRM	3.6	3.6	8/1/2008			U	NO	D PP0321000920402	AVAIL & BRIDGE INFORMATION	NO SPACE ONSITE, ALL OPEN														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952432	511952432	NRM	1.2	1.2	8/8/2008			U	NO	D PP03310030310701	ALL STATES QUALITY FOODS															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952433	511952433	NRM	1.2	1.2	8/8/2008			U	NO	D LM52100030040029	TDONORS CHECK OFFER 90-96	CROSS REF 396100204														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952434	511952434	NRM	2.4	2.4	8/8/2008			U	NO	D PP0321003020704	TRADE TICKETS	APRIL 2006 BOX 2 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952435	511952435	NRM	2.4	2.4	8/8/2008			U	NO	D PP0321003020702	TRADE TICKETS	FEB 2006 2 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952436	511952436	NRM	2.4	2.4	8/8/2008			U	NO	D PP0321003020703	TRADE TICKETS	MARCH 2006 BOX 2 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952437	511952437	NRM	2.4	2.4	8/8/2008			U	NO	D PP0321003010206	TRADE TICKETS	MARCH 2006 BOX 1 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952438	511952438	NRM	2.4	2.4	8/8/2008			U	NO	D PP0321003020705	TRADE TICKETS	FEB 2006 1 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952439	511952439	NRM	2.4	2.4	8/8/2008			U	NO	D PP0321000910504	TRADE TICKETS-DO NOT DESTROY	APRIL 2006 BOX 1 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952440	511952440	NRM	2.4	2.4	8/8/2008	6/10/2011		U	NO	D PP0321003020706	TRADE TICKETS-DO NOT DESTROY															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952441	511952441	NRM	2.4	2.4	8/8/2008	6/10/2011		U	NO	D PP0321003810506	BRETT POPE WORKING FILES	BOX 4 OF 4														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952442	511952442	NRM	2.4	2.4	8/8/2008			U	NO	D PP01210000610205	BRETT POPE WORKING FILES	BOX 3 OF 4														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952445	511952445	NRM	2.4	2.4	6/10/2008			U	NO	D CC0741004010701	AMCAST/CRICKET COMMUNICATION															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952446	511952446	NRM	2.4	2.4	6/10/2008			U	NO	D CC07310020320903	CRICKET COMMUNICATION/LUCENT															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952447	511952447	NRM	2.4	2.4	6/10/2008			U	NO	D CC07310020320502	CRICKET COMM/GALEY&LORD															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952448	511952448	NRM	2.4	2.4	6/10/2008			U	NO	D S 03210002320501	GALEY&LORD															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952449	511952449	NRM	2.4	2.4	6/10/2008			U	NO	D CC0741004010705	AMCAST															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952450	511952450	NRM	1.2	1.2	6/10/2008			U	NO	D VS02100030010001	POLAROID CORP.CLOSING DOCS	J MORGAN 4-28-05														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952451	511952451	NRM	1.2	1.2	6/10/2008			U	NO	D VS0211S0000510607	TOWER AIR-VOLS 1-4	PAMCO/HIGHLAND BINDERS														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952452	511952452	NRM	2.4	2.4	6/10/2008			U	NO	D CC04310030520804	FEDERAL MUGUL/FHC HEALTH															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952453	511952453	NRM	2.4	2.4	6/10/2008			U	NO	D S 03210002320804	PRISON REALITY/DECRANE AIRCRAF															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952454	511952454	NRM	2.4	2.4	6/10/2008			U	NO	D S 03210002320704	DECRANE AIRCRAF/CORRECTIONS C															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952455	511952455	NRM	2.4	2.4	6/10/2008			U	NO	D S 03210002320605	DECISION ONE/FEDERAL MUGUL															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952456	511952456	NRM	2.4	2.4	6/10/2008			U	NO	D S 0321001920502	DECISION ONE/FEDERAL MUGUL															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952457	511952457	NRM	2.4	2.4	6/10/2008			U	NO	D S 0321001920602	PRISON REALITY&CORRECTIONS COR															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952458	511952458	NRM	2.4	2.4	6/10/2008			U	NO	D S 03210002320502	OCEAN RIG&CORRECTIONS CORP.															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952459	511952459	NRM	1.2	1.2	6/10/2008			U	NO	D VS02100030010005	SAFETY KLEEN BINDERS	135,000,000 CIA DATED 8-31-05														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952460	511952460	NRM	1.2	1.2	6/10/2008			U	NO	D VS0211S0000810605	DELTA XO CLOSING DOCS	10-11-06-KIM WILCOX														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952461	511952461	NRM	1.2	1.2	6/10/2008			U	NO	D VS0211PP0001102026	MOLL INFO	10-22-04 BOX 2 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952462	LE1119	NRM	1.2	1.2	6/10/2008			U	NO	D LM52158002240404	REAL ESTATE DEALS- CLOSING DOC	SETTLEMENT BOX 2 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952463	511952463	NRM	1.2	1.2	6/10/2008			U	NO	D VS0211S0000810601	NORTHLAND CABLE	BOX 2 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952464	511952464	NRM	1.2	1.2	6/10/2008			U	NO	D VS02100030010005	NORTHLAND CABLE	BOX 1 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952465	LE1120	NRM	1.2	1.2	6/10/2008			U	NO	D LM52158002240702	REAL ESTATE DEALS	SETTLEMENT- BOX 1 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952466	511952466	NRM	1.2	1.2	6/10/2008			U	NO	D VS0211S0000810602	HIGHLAND CREDIT STRATEGIES MAS	KEVIN ENOCH														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952467	511952467	NRM	1.2	1.2	6/10/2008			U	NO	D VS0211S0000810502	CHET WORKING FILES-MOLL DOCS	10-22-04 BOX 1 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952468	511952468	NRM	1.2	1.2	6/10/2008			U	NO	D VS0211S0000810504	PANDA CLOSING DOCS	-SETTLEMENT 8-30-06														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952470	511952470	NRM	2.4	2.4	6/10/2008			U	NO	D CC07310020320405	PROJECT SIX FLDS-STVECHELI	SAFETY KLEEN BINDERS 1 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952472	511952472	NRM	2.4	2.4	6/10/2008			U	NO	D CC07310020320504	PROJECT SIX FLDS-STVECHELI	SAFETY KLEEN BINDERS 2 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952473	511952473	NRM	1.2	1.2	6/10/2008			U	NO	D VS0211S0000810507	BRETT POPE WORKING FILES	BOX 2 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952474	511952474	NRM	1.2	1.2	6/10/2008			U	NO	D VS0211S0000810506	BRETT POPE WORKING FILES	BOX 1 OF 2														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952477	511952477	NRM	3.6	3.6	6/10/2008			U	NO	D S 03210002320501	CLOSED CREDITS	AMCAN MEDICAL ISSUER OPEN														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952478	511952478	NRM	1.2	1.2	6/10/2008	4/4/2008	4/4/2008	U	NO	D VS0211S0000810603	AIRLINE PARTNERS AUSTRALIA	CHET PAI WORKING FILES 4/4/08														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	511952479	51195																									

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792848	614792848	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007710703	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792849	614792849	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 X006110104	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792850	614792850	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007510505	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792851	614792851	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007620601	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792852	614792852	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007510504	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792853	614792853	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 X006820405	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792854	614792854	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 X006530104	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792855	614792855	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007510501	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792857	614792857	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007510303	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792858	614792858	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007730404	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792859	614792859	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007430102	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792860	614792860	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 X004510204	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792861	614792861	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 X006930104	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792862	614792862	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007620601	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792863	614792863	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007430096	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792864	614792864	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007510203	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792865	614792865	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007510306	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792866	614792866	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 X006710302	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792867	614792867	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 X006720802	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792868	614792868	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007510503	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792869	614792869	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007520202	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792870	614792870	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007520102	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792871	614792871	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007520201	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792872	614792872	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007510208	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792873	614792873	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007730403	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792874	614792874	NRM		1.2	1.2	12/14/2011	U	NO	D CC082 W007510404	MOLL DOCS															173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792875	614792875	NRM		1.2	1.2	12/14/2011	U	NO	D LM56374000030801	VARIOUS BANK LOAN DOCS	BRE/CITATION CORP/CLARKE AM/FA														173630972
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792876	614792876	NRM		1.2	1.2	12/19/2011	U	NO	D LM52158001220403	VARIOUS LOAN DOCUMENTS	BALANCE SHEETS - CREDIT AGREEM														193928203
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792878	RE 7218	NRM		1.2	1.2	12/13/2011	P	NO	D LM563740000630801	MILLAN & NOLAN	AUSTIN TRANTHAM 2011 HCREF														169661489
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792879	RE 7219	NRM		1.2	1.2	12/13/2011	P	NO	D LM563690000410201	PROSPER CROSSING/MILLAN & NOLAN	AUSTIN TRANTHAM 2011 HCREF														169661489
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792880	RE 7220	NRM		1.2	1.2	12/13/2011	P	NO	D LM56371000920701	PROSPER CROSSING EAST/WEST	AUSTIN TRANTHAM 2011 HCREF														169661489
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792881	614792881	NRM		2.4	2.4	12/13/2011	U	NO	D V5012 D001410503	NAVIGATOR RANCH, T.LC, HOMEINTE	2011 CARL MOORE MEDICAL STAFFIN														158220329
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792882	RE 7221	NRM		1.2	1.2	12/13/2011	P	NO	D LM56371000920702	DENTON 288-EMBARCADERO	AUSTIN TRANTHAM 2011 HCREF														169661489
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792883	RE 7222	NRM		1.2	1.2	12/13/2011	P	NO	D LM56371001010302	DENTON 288-EMBARCADERO	AUSTIN TRANTHAM 2011 HCREF														169661489
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792884	RE 7223	NRM		1.2	1.2	12/13/2011	U	NO	D LM56384002130301	DENTON 288-EMBARCADERO	AUSTIN TRANTHAM 2011 HCREF														169661489
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792885	RE 7224	NRM		1.2	1.2	12/13/2011	P	NO	D LM56384002130204	DENTON 288-EMBARCADERO	AUSTIN TRANTHAM 2011 HCREF														169661489
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT	614792886	614792886	NRM		1.2	1.2	12/13/2011	U	NO	D GP02316000202507	BANK CONFIRMATIONS	APRIL-MARCH 2011, A-Z, LG CONF	A	Z												158220329
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	MASTER DEPARTMENT																										

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792977	614792977	NRM	2,4	2,4	4/16/2010	U	NO	D CC0840007103002	PHV TRUSTE REPORT	MONTHLY	01/04 TO 3/06 & PHY 3/2000-2000	141903371	141903371													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792978	614792978	NRM	2,4	2,4	4/16/2010	U	NO	D CC0840007310102	CNN TRVISTE REPORTS - MONTHLY	BOARD BOOKS 2003-2005	RETAIL-JASON BLACK BURN 2 OF 3	141903371	141903371													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792979	614792979	NRM	2,4	2,4	4/16/2010	U	NO	D CC0840005420703	BOARD BOOKS 2003-2005	RETAIL-JASON BLACK BURN 3 OF 3	141903371	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792980	614792980	NRM	2,4	2,4	4/16/2010	U	NO	D CC0840005420806	BOARD BOOKS 2002-2003	RETAIL-JASON BLACK BURN 2 OF 3	141903371	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792981	614792981	NRM	1,2	1,2	4/16/2010	U	NO	D L107209001020507	BANK CONFIRMATIONS	JAN 10 TO FEB 10	141903371	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792982	614792982	NRM	2,4	2,4	4/16/2010	U	NO	D CC0840005420901	BOARD BOOKS 1999-2001	RETAIL-JASON BLACK BURN 1 OF 3	141903371	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792983	614792983	NRM	2,4	2,4	4/16/2010	U	NO	D CC0840005420904	HCMFL FUND REIMBURSEMENT	SET 2 BOX 5 OF 5	141903371	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792984	614792984	NRM	2,4	2,4	4/16/2010	U	NO	D CC0840004710201	HCMFL FUND REIMBURSEMENT	SET 2 BOX 4 OF 5 2004-06 & WG	141903371	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792985	614792985	NRM	1,2	1,2	4/16/2010	U	NO	D L107209001020508	HCMFL FUND REIMBURSEMENT 2004	SET 2 BOX 2 OF 5	141903371	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792986	614792986	NRM	2,4	2,4	4/16/2010	U	NO	D CC0840005420905	HCMFL FUND REIMBURSEMENT	SET 2 BOX 3 OF 5 2002,2003,200	141903371	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792987	614792987	NRM	2,4	2,4	4/16/2010	U	NO	D CC0840007102000	HCMFL FUND REIMBURSEMENT 2005	SET 2 BOX 1 OF 5	141903371	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792988	614792988	NRM	2,4	2,4	4/16/2010	U	NO	D CC0840005010901	HCMFL FUND REIMBURSEMENTS	BOX 6 OF 8	141903371	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792989	614792989	NRM	1,2	1,2	4/16/2010	U	NO	D L107209001020501	ACCOUNTING EXPENSES JIM D	2004 Q2 - 4,2005 Q3-Q4 & 2006	141903371	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792990	614792990	NRM	1,2	1,2	4/16/2010	U	NO	D L107209001020602	ACCOUNTING EXPENSES JIM D	JMES 2003 Q1 - Q4 & 2004 Q1 -	141903371	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792991	614792991	NRM	1,2	1,2	4/16/2010	U	NO	D L107209001020602	ACCOUNTING EXPENSES 2005 JMS	PATON BOOKS & INVOICES Q1-Q3	141903371	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792992	614792992	NRM	1,2	1,2	4/16/2010	U	NO	D L107209001020601	ACCOUNTING EXPENSES 2005	SPRINT 2005 & PATON BOSSSS	141903371	141903371														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792993	614792993	NRM	2,4	2,4	3/11/2010	U	NO	D CC071002220803	HCMFL FUND REIMBURSEMENTS	BOX 7 OF 8	140871736	140871736														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792994	614792994	NRM	1,2	1,2	3/11/2010	U	NO	D CC0741002320102	ACCOUNTING EXPENSES-PINK 2006	BOX 4 OF 4 S-2	140871736	140871736														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792995	614792995	NRM	3,6	3,6	3/11/2010	U	NO	D CC0810007710202	ACCOUNTING EXPENSES-PINK 2006	BOX 3 OF 4 K-5	140871736	140871736														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792996	614792996	NRM	3,6	3,6	3/11/2010	U	NO	D CC0810007920202	ACCOUNTING EXPENSES-PINK 2006	BOX 2 OF 4 A-C	140871736	140871736														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792997	614792997	NRM	3,6	3,6	3/11/2010	U	NO	D CC0740003770602	ACCOUNTING EXPENSES-PINK 2006	BOX 1 OF 4 D THRU K	140871736	140871736														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792998	614792998	NRM	3,6	3,6	2/22/2010	U	NO	D CC0840007107102	ACCOUNTING FILES/EXPENSES 2006	BOX 7 OF 8 S THRU T	140340301	140340301														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614792999	614792999	NRM	3,6	3,6	2/22/2010	U	NO	D BV04311001420702	ACCOUNTING EXPENSES 2006	BOX 6 OF 8 L THRU R	165548677	165548677														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	614793000	614793000	NRM	3,6	3,6	2/22/2010	U	NO	D BV04311001420301	ACCOUNTING EXPENSES 2006	BOX 5 OF 8 K THRU D	165548677	165548677														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	703368489	703368489	NRM	1,2	1,2	12/14/2011	U	NO	D CC0820007403006	MOLL DOCS	BOX 90 OF 266	173630972	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	703368490	703368490	NRM	1,2	1,2	12/14/2011	U	NO	D CC08200040530102	MOLL DOCS	BOX 96 OF 266	173630972	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	703368491	703368491	NRM	1,2	1,2	12/14/2011	U	NO	D CC0820007838001	MOLL DOCS	BOX 97 OF 266	173630972	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	703368492	703368492	NRM	1,2	1,2	12/14/2011	U	NO	D CC0820007430106	MOLL DOCS	BOX 98 OF 266	173630972	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	703368493	703368493	NRM	1,2	1,2	12/14/2011	U	NO	D CC08200074420708	MOLL DOCS	BOX 99 OF 266	173630972	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	703368494	703368494	NRM	1,2	1,2	12/14/2011	U	NO	D CC08200074420904	MOLL DOCS	BOX 100 OF 266	173630972	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	703368495	703368495	NRM	2,4	2,4	12/14/2011	U	NO	D BV02127000820004	MOLL DOCS	BOX 101 OF 266	173630972	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	703368496	703368496	NRM	2,4	2,4	12/14/2011	U	NO	D BV02134001720401	MOLL DOCS	BOX 102 OF 266	173630972	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	703368497	703368497	NRM	2,4	2,4	12/14/2011	U	NO	D BV02128000820404	MOLL DOCS	BOX 103 OF 266	173630972	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	703368498	703368498	NRM	1,2	1,2	12/14/2011	U	NO	D CC08200074420901	MOLL DOCS	BOX 104 OF 266	173630972	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	703368499	703368499	NRM	3,6	3,6	12/14/2011	U	NO	D BV0213601710402	MOLL DOCS	BOX 105 OF 266	173630972	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	703368500	703368500	NRM	2,4	2,4	12/14/2011	U	NO	D BV02123008020501	MOLL DOCS	BOX 106 OF 266	173630972	173630972														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558501	7051 NRM	1,2	1,2	2/9/2012	1/1/2010	12/31/2010	U	NO	D CC08488006130501	BROADSTRIPE DOCS	CARL MOORE 2010	159722957	159722957													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558502	7052 NRM	1,2	1,2	2/9/2012	U	NO	D CC08488006330801	BROADSTRIPE DOCS	CARL MOORE 2010	159722957	159722957															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558503	7053 NRM	1,2	1,2	2/9/2012	U	NO	D CC08488006130402	BROADSTRIPE CM LITIGATION	CM LITIGATION 2010	159722957	159722957															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558504	7054 NRM	1,2	1,2	2/9/2012	U	NO	D CC08488006330903	BROADSTRIPE CM LITIGATION	CM LITIGATION 2010	159722957	159722957															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558505	AC 7055 NRM	1,2	1,2	2/23/2012	U	NO	D CC0310008838006	ACCOUNTING 2008 BANK RECEIPTS	2009 ALSO	160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558506	AC 7056 NRM	1,2	1,2	2/23/2012	U	NO	D CC0310008838006	ACCOUNTING 2006 & 2009 RECEIPT	JOURNAL ENTRIES HCMPL	160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558507	AC 7057 NRM	1,2	1,2	2/23/2012	U	NO	D PP0320009030805	ACCOUNTING 2005-2009 JOURNAL	2007 HYSKY AP FILES	160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558508	AC 7058 NRM	1,2	1,2	2/23/2012	U	NO	D C211400090304015	ACCOUNTING 2005-2009 JOURNAL	2007 HYSKY AP FILES	160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558509	LE1070 NRM	1,2	1,2	2/23/2012	U	NO	D BV03117001430802	GLENGLASHIN VIASPER	CLOSING DOCS	162768946	162768946															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558510	LE1071 NRM	1,2	1,2	2/23/2012	U	NO	D BV03304001610103	CRUSADER ONSHORE SUB DOCS	BOX 1 OF 2	160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558511	LE1072 NRM	1,2	1,2	2/23/2012	U	NO	D CC031000110608	LEGACY/RESTORATION CLO	CLOSING DOCS	160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558512	LE1073 NRM	1,2	1,2	2/23/2012	U	NO	D CC03100011060901	CRUSADER ONSHORE SUB DOCS	BOX 2 OF 2	160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558513	LE1074 NRM	1,2	1,2	2/23/2012	U	NO	D CC03304001430706	GENESIS PLEADINGS	1 OF 2	160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558514	LE1075 NRM	1,2	1,2	2/23/2012	U	NO	D BV03304001510103	GENESIS PLEADINGS	2 OF 2	160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558515	LE1076 NRM	1,2	1,2	2/23/2012	U	NO	D CC0310001820808	CRUSADER/CREDITS START	DATA ROOM DOCS	160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558516	LE1077 NRM	1,2	1,2	2/23/2012	U	NO	D CC0310001830304	NDAS 2009-2011		160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558517	LE1078 NRM	1,2	1,2	2/23/2012	U	NO	D CC0310001830304	OLD RETAIL SEPARATE ACCT DOCS		160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558518	LE1079 NRM	1,2	1,2	2/23/2012	U	NO	D CC0310001830301	HIGHLAND CLO VALUE DOCS	MISC INFO	160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558519	LE1080 NRM	1,2	1,2	2/23/2012	U	NO	D CC0310001820802	HCM-BANK OF NOVA SCOTIA CA	2004-2006	160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558520	INV CREDIT NRM	2,4C	2,8	2/21/2012	U	NO	D CC0440004010704	HIGHLAND REAL ESTATE FUND 2002		160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558521	INV CREDIT NRM	2,4C	2,8	2/21/2012	U	NO	D CC0440003810504	HIGHLAND REAL ESTATE FUND 2002		160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558522	INV CREDIT NRM	2,4C	2,8	2/21/2012	U	NO	D CC0440003810501	HIGHLAND REAL ESTATE FUND 2002		160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558523	INV CREDIT NRM	2,4C	2,8	2/21/2012	U	NO	D CC0440004010603	HIGHLAND REAL ESTATE FUND 2002		160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558524	INV CREDIT NRM	2,4C	2,8	2/21/2012	U	NO	D CC0440004010104	HIGHLAND REAL ESTATE FUND 2002		160082753	160082753															
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558525	INV CREDIT NRM	1,2	1,2	2/23/2012	U	NO	D CC0310001830106	HIGHLAND REAL ESTATE FUND 2002		160082753	160082753															

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO	REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558725	7025 NRM	1.2	1.2	12/19/2011	U	NO	D10722500630802	VARIOUS BANK LOANS-STDNDR	STANDARD, STANDARD STEEL	158405485																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558726	7026 NRM	1.2	1.2	12/19/2011	U	NO	D10722500630903	VARIOUS BANK LOANS-TLC VISION	SAT, MEX, TOL, BROTHERS, STONE	158405485																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558727	7027 NRM	1.2	1.2	12/19/2011	U	NO	D10722500630707	VARIOUS BANK LOANS	STONE CONTAINER	158405485																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558728	7028 NRM	1.2	1.2	12/19/2011	U	NO	D107225000730604	VARIOUS BANK LOANS	STONE CONTAINER	158405485																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558729	7029 NRM	1.2	1.2	12/19/2011	U	NO	D10722500730601	VARIOUS BANK LOANS; STONE CON	STRATONIC, STRATOS, STRUM FOOD	158405485																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558730	7030 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L00558730	VARIOUS BANK LOANS	STRAW FOODS, SUN HEALTH CARE	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558731	7031 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L005593052	VARIOUS LOAN DOCS	SUN HEALTH CARE	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558732	7032 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L005620305	VARIOUS BANK LOANS	SUN HEALTHCARE BINDERS	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558733	7033 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L005430404	SUN HEALTHCARE	12/31/2008	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558734	7034 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L004720906	PHARMACEUTICAL ROYALTY DOCS	BOX 5 OF 6 GREG SPONS.	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558735	7035 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L005610905	PHARMACEUTICAL ROYALTY DOCS	BOX 3 OF 6 GREG SPONS.	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558736	7036 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L004620906	PHARMACEUTICAL ROYALTY GREG S.	BOX 4 OF 6 MICROWAREHOUSE	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558737	7037 NRM	2.4	2.4	12/22/2011	U	NO	D V5012 K001320402	PHARMACEUTICAL ROYALTY GREG S.	BOX 5 OF 6 MICROWAREHOUSE	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558738	7038 NRM	2.4	2.4	12/22/2011	U	NO	D V5012 K002010601	PHARMACEUTICAL ROYALTY	BOX 5 OF 6	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558739	7039 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L004610903	PHARMACEUTICAL ROYALTY	BOX 5 OF 6	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558740	7041 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L005430806	VARIOUS BANK LOANS	SUN HEALTHCARE	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558741	7041 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L004730504	VARIOUS BANK LOANS-SUNRISE	SUN MEDIA, SUNNY DELIGHT, SUNG	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558742	7042 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L005610309	VARIOUS BANK LOANS	SUN HEALTH CARE	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558743	7043 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L005610305	VARIOUS BANK LOANS TARGA	SUN HEALTHCARE, TDF, TEESIDE	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558744	70 NRM	1.2	1.2	12/22/2011	U	NO	D LMS1650000203004	VARIOUS BANK LOANS	172370525	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558745	7045 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L005610509	VARIOUS BANK LOANS-TARP	SYNVERSE, SUPER VALUE, TRICO	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558746	7046 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L006530306	VARIOUS BANK LOANS-TRICO	TIMHELLAS, TREND	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558747	7047 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L005430805	VARIOUS BANK LOANS-TREND	TRAVEL CENTERS	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558748	7048 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L005610801	VARIOUS BANK LOANS-TELEVEST	TENET, TRIP CORP, TREE, TELEC	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558749	7049 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L005610805	VARIOUS BANK LOANS-TRITON	TRIUMPH HEALTHCARE, TRIPPOINT GL	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	713558750	7050 NRM	1.2	1.2	12/22/2011	U	NO	D CC051 L005620905	VARIOUS BANK LOANS-TRIOMPHE	TINETY BROOK, TRIPPOINT	158527987																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143001	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 K005630601	MOLL DOCS	BOX 107 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143002	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007430101	MOLL DOCS	BOX 108 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143003	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007430801	MOLL DOCS	BOX 109 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143004	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W004510106	MOLL DOCS	BOX 110 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143005	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007430403	MOLL DOCS	BOX 111 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143006	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007420702	MOLL DOCS	BOX 112 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143008	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 K006510806	MOLL DOCS	BOX 114 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143009	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007430904	MOLL DOCS	BOX 115 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143010	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007420802	MOLL DOCS	BOX 116 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143011	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007430105	MOLL DOCS	BOX 117 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143014	NRM	2.4	2.4	12/14/2011	U	NO	D BV02127001310905	MOLL DOCS	BOX 120 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143015	NRM	2.4	2.4	12/14/2011	U	NO	D BV02205001420102	MOLL DOCS	BOX 121 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143016	NRM	3.6	3.6	12/14/2011	U	NO	D BV02143016100704	MOLL DOCS	BOX 122 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143017	NRM	2.4	2.4	12/14/2011	U	NO	D BV02125001720801	MOLL DOCS	BOX 123 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143018	NRM	3.6	3.6	12/14/2011	U	NO	D BV02220001220105	MOLL DOCS	BOX 124 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143019	NRM	2.4	2.4	12/14/2011	U	NO	D BV02128001030802	MOLL DOCS	BOX 125 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143020	NRM	2.4	2.4	12/14/2011	U	NO	D BV02127000520506	MOLL DOCS	BOX 126 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143021	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007420802	MOLL DOCS	BOX 127 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143022	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007430404	MOLL DOCS	BOX 128 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143023	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 K006532022	MOLL DOCS	BOX 129 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143024	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 K006110101	MOLL DOCS	BOX 130 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143025	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007430905	MOLL DOCS	BOX 131 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143026	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007430801	MOLL DOCS	BOX 132 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143027	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007420703	MOLL DOCS	BOX 133 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143028	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 K006110908	MOLL DOCS	BOX 134 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143029	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007820604	MOLL DOCS	BOX 135 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143030	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W006202051	MOLL DOCS	BOX 136 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143031	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 K006820304	MOLL DOCS	BOX 137 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143032	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007410901	MOLL DOCS	BOX 138 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143033	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 K006110602	MOLL DOCS	BOX 139 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143034	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 K004510305	MOLL DOCS	BOX 140 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143035	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007430904	MOLL DOCS	BOX 141 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143036	NRM	1.2	1.2	12/14/2011	U	NO	D CC041 D004110303	MOLL DOCS	BOX 142 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143037	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 K006810205	MOLL DOCS	BOX 143 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143038	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007430603	MOLL DOCS	BOX 144 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143039	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007810002	MOLL DOCS	BOX 145 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143040	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007430902	MOLL DOCS	BOX 146 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143041	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 K0055830501	MOLL DOCS	BOX 147 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143042	NRM	2.4	2.4	12/14/2011	U	NO	D BV02125001720802	MOLL DOCS	BOX 148 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143043	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 K006230601	MOLL DOCS	BOX 149 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143044	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007430702	MOLL DOCS	BOX 150 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143045	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 W007420802	MOLL DOCS	BOX 151 OF 266	173630972																	
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	714143046	NRM	1.2	1.2	12/14/2011	U	NO	D CC082 K005620506	MOLL DOCS																			

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DIVISION	724963378	HR 7253	NRM	1.2	1.2	3/16/2012	1/1/2008	12/31/2008	U	NO	D\MS4268000240802	HCM PAYROLL JUNE & JULY 2008	NOV MISSING	160806373													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	724963379	HR 7253	NRM	1.2	1.2	3/16/2012	1/1/2008	12/31/2008	U	NO	D\MS4268000623001	HCM PAYROLL JUNE & JULY 2008	2008 ADP QUARTERLY REPORTS	160806373													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	724963380	HR 7254	NRM	1.2	1.2	3/16/2012	1/1/2009	12/31/2009	U	NO	D\MS4268002230501	HCM PAYROLL Q1 JAN-MARCH 2009		160806373													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	724963381	HR 7255	NRM	1.2S	1.2	3/16/2012	1/1/2009	12/31/2009	U	NO	D\MS4218200030802	HCM PAYROLL Q2 APRIL-JULY 2009		160806373													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	724963382	HR 7256	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4257000540204	HCM PAYROLL Q3-Q4 AUG-DEC 2009		160806373													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	724963383	HR 7257	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4248002040602	HCM TERMED FILES 2005	BOX 1 OF 4	160806373													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	724963384	HR 7258	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4251000940304	HCM TERMED FILES 2005	BOX 2 OF 4	160806373													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	724963385	HR 7259	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4250002420602	HCM TERMED FILES 2005	BOX 3 OF 4	160806373													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	724963386	HR 7260	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4253001100803	AR MISC FILES.	LAWSUITS JARA, CHANEY, SCHUTZE	160806373													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	724963387	HR 7261	OUT	1.2	1.2	3/16/2012			U	NO	D\MS4268001700803	HCM PAYROLL MAY & JUNE 2007	HCM 2007 TAXES REF #724963377	160806373													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	724963388	HR 7262	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4268001610104	HCM DEFINED BENEFITS 2006-2007	HCM 4035 2004	160806373													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	724963389	HR 7263	NRM	1.2	1.2	3/16/2012	1/1/2007	12/31/2009	U	NO	D\MS4257000510601	2007 UKPAYROLL, 2009 UKPAYROLL	SINGAPORE PAYROLL, HF INVESTS.	160806373													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	724963390	HR 7264	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4250001140704	HCM ADPTAXES '08, SCHWAB401 200	TERM FILES 4 OF 4, HCM STOCK O	160806373													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	724963391	HR 7265	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4268000140701	HCM PAYROLL 2010	JAN-JUNE	160806373													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	724963392	HR 7266	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4268001200504	HCM PAYROLL 2010	JULY-DEC	160806373													
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	5001	724963393	CORP ACCT	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4251000713002	2007 EMPLOYEE EXPENSES	A-C/L	160806373												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	5002	724963394	CORP ACCT	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4251000820602	2007 EMPLOYEE EXPENSES	CO-JA	160806373												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	5003	724963395	CORP ACCT	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4258000830101	2007 EMPLOYEE EXPENSES	JE-JI AND & 2002 BALSHEET DE	160806373												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	5004	724963396	CORP ACCT	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4251000720702	2007 EMPLOYEE EXPENSES	J-KU	160806373												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	5005	724963397	CORP ACCT	NRM	1.2	1.2	3/16/2012			U	NO	D\MS4258001340501	2007 EMPLOYEE EXPENSES	L-N	160806373												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963398	RETAIL1386	NRM	1.2	1.2	3/26/2012	1/1/2003	12/31/2005	U	NO	D\MS4580001210501	RETAIL BOARD BOOKS		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963399	RETAIL1787	NRM	1.2	1.2	3/26/2012	1/1/2005	12/31/2005	U	NO	D\MS48457001810102	RETAIL BOARD BOOKS		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963400	RETAIL1788	NRM	1.2	1.2	3/26/2012	1/1/2007	12/31/2007	U	NO	D\MS48457000390701	RETAIL BOARD BOOKS		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963401	RETAIL1789	NRM	1.2	1.2	3/26/2012	1/1/2007	12/31/2008	U	NO	D\MS4845800030103	RETAIL BOARD BOOKS		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963402	RETAIL1790	NRM	1.2	1.2	3/26/2012	1/1/2008	12/31/2008	U	NO	D\MS48457002401004	RETAIL BOARD BOOKS		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963403	RETAIL1791	NRM	1.2	1.2	3/26/2012	1/1/2009	12/31/2009	U	NO	D\MS48458000230503	RETAIL BOARD BOOKS		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963404	RETAIL1792	NRM	1.2	1.2	3/26/2012	1/1/2006	12/31/2006	U	NO	D\MS48456001410601	RETAIL BOARD BOOKS		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963405	RETAIL1793	NRM	1.2	1.2	3/26/2012	1/1/2006	12/31/2006	U	NO	D\MS48456002330401	RETAIL BOARD BOOKS		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963406	RETAIL1794	NRM	1.2	1.2	3/26/2012	1/1/2006	12/31/2006	U	NO	D\MS48456002410703	RETAIL BOARD BOOKS		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963407	RETAIL1795	NRM	1.2	1.2	3/26/2012	1/1/2006	12/31/2006	U	NO	D\MS48456002440408	RETAIL BOARD BOOKS		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963408	RETAIL1796	NRM	1.2	1.2	3/26/2012	1/1/2007	12/31/2009	U	NO	D\MS48457001840204	HCD BK/10K SUPPORT		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963409	RETAIL1797	NRM	1.2	1.2	3/26/2012	1/1/2007	12/31/2009	U	NO	D\MS48457000020703	HCD BK/10K SUPPORT		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963410	RETAIL1798	NRM	1.2	1.2	3/26/2012	1/1/2007	12/31/2009	U	NO	D\MS48456001440602	HCD BK/10K SUPPORT	SOX VALUATIONS	161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963411	RETAIL1799	NRM	1.2	1.2	3/26/2012	1/1/2004	12/31/2009	U	NO	D\MS48456009400002	RETAIL BOARD BOOKS	MINUTES	161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963412	RETAIL1700	NRM	1.2	1.2	3/26/2012	1/1/2007	12/31/2009	U	NO	D\MS48456000620504	HCD BK/10K SUPPORT	SOX VALUATIONS	161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963413	RETAIL7201	OUT	1.2	1.2	3/26/2012	1/1/2004	12/31/2004	U	NO	D\MS48456001430302	COLUMBIA FLOATING RATE FUND AG		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963414	RETAIL7202	NRM	1.2	1.2	3/26/2012	1/1/2005	12/31/2005	U	NO	D\MS48456001010601	PROSPECT STREET AUDIT AND BOAR		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963415	RETAIL7203	NRM	1.2	1.2	3/26/2012	1/1/2007	12/31/2007	U	NO	D\MS48456001810301	HCD RIGHTS OFFERING DOCS		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963416	RETAIL7204	NRM	1.2	1.2	3/26/2012	1/1/2004	12/31/2005	U	NO	D\MS48456001330402	PROSPECT STREET BOARD BOOKS		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963417	RETAIL7205	NRM	1.2	1.2	3/26/2012	1/1/2004	12/31/2005	U	NO	D\MS48456002440504	PROSPECT STREET BOARD BOOKS		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963418	RETAIL7206	NRM	1.2	1.2	3/26/2012	1/1/2004	12/31/2005	U	NO	D\MS48456001320604	FIRST TRUST DOCS		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963419	RETAIL7207	NRM	1.2	1.2	3/26/2012	1/1/2008	12/31/2009	U	NO	D\MS48456000620503	RETAIL TRADE DOCS		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963420	RETAIL7208	NRM	1.2	1.2	3/26/2012	1/1/2009	12/31/2009	U	NO	D\MS48456001300603	HCD-HCF RE-ORG DOCS/MISC 309A	DOCS-LVC, CCS ATRIUM, ETC	218472753												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963421	RETAIL7209	OUT	1.2	1.2	3/26/2012	1/1/2004	12/31/2004	U	NO	D\MS48456001300404	COLUMBIA FLOATING RATE CLOSING		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963422	RETAIL7210	NRM	1.2	1.2	3/26/2012	1/1/2004	12/31/2004	U	NO	D\MS48457001920304	PROSPECT STREET PUBLIC OFFERIN		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963423	RETAIL7211	NRM	1.2	1.2	3/26/2012	1/1/2004	12/31/2004	U	NO	D\MS48457002440103	PIONEER FLOATING RATE PUBLIC O	DOCS	161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963424	RETAIL7212	NRM	1.2	1.2	3/26/2012	1/1/2009	12/31/2009	U	NO	D\MS48456000830204	PROJECT CLOVER/PROJECT SAM ADA	MISC DOCS	161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963425	RETAIL7213	NRM	1.2	1.2	3/26/2012			U	NO	D\MS48456000200304	2007 EMPLOYEE EXPENSES		160806373												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963426	RETAIL7214	NRM	1.2	1.2	5/25/2012	1/15/2008	2/29/2008	U	NO	D\MS42158002420404	PAYROLL ADJUSTMENT 2008	1/15-1/31/08 & 2/14-2/29/08	160806373												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963429	HR7301	NRM	1.2	1.2	5/25/2012	3/14/2008	5/30/2008	U	NO	D\MS42158001550603	PAYROLL ADJUSTMENT 2008	3/14-3/31/08 & 5/15-5/30/08	160806373												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963430	HR7302	NRM	1.2	1.2	5/25/2012	8/15/2008	11/30/2008	U	NO	D\MS42158001740802	PAYROLL ADJUSTMENT	8/15-8/26/08 & 11/15-11/30/08	160806373												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963431	HR7303	NRM	1.2	1.2	5/25/2012	4/15/2008	4/30/2008	U	NO	D\MS42158001730401	PAYROLL ADJUSTMENT 2008	4/15/2008-4/30/2008	160806373												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963432	HR7304	NRM	1.2	1.2	5/25/2012	11/14/2008	12/31/2008	U	NO	D\MS42158001330402	HCM PAYROLL ADJUSTMENT 2008	9/15-9/30/08 & 10/15-10/31/08	2008	160806373											
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963433	HR7305	NRM	1.2	1.2	5/25/2012	9/15/2008	10/31/2008	U	NO	D\MS42158002320701	HCM PAYROLL ADJUSTMENT 2008		160806373												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963434	HR7306	NRM	1.2	1.2	5/25/2012	1/1/2008	12/31/2008	U	NO	D\MS42158001230201	PAYROLL		2008	160806373											
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963435	724963435	NRM	1.2	1.2	5/25/2012			U	NO	D\BV03117001510205			162768946												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT		724963438	EX 7165	NRM	1.2	1.2	3/26/2012			U	NO	D\MS48456001830804	HP HOUSES FILE FOLDERS-DAVIST		161024260												
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	5006	724963439	CORP ACCT	NRM	1.2	1.2	3/26/2012			U	NO																

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG		
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959292	393696553 NRM	1,2	1,2	9/6/2001	9/28/2001	3/1/1997	12/30/1996	U	NO	D CC083 200720693	CNN BOX 43 PART 1	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959293	393696554 NRM	1,2	1,2	9/6/2001	9/28/2001	3/1/1998	3/30/1999	U	NO	D CC083 2007320701	CNN BOX 18	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959294	393696555 NRM	1,2	1,2	9/6/2001	9/28/2001	3/1/1998	12/30/1998	12/1/2005	NO	D CC083 200720502	CNN BOX 34	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959295	393696557 NRM	1,2	1,2	9/6/2001	9/28/2001	1/1/1978	12/30/1995	U	NO	D CC083 2007320402	CNN BOXES 12 AND 25	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959296	393696558 NRM	1,2	1,2	9/6/2001	9/28/2001	1/1/1979	12/30/1981	U	NO	D CC083 2007320801	CNN BOX 2 79 AND 81	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959297	393696559 NRM	1,2	1,2	9/6/2001	9/28/2001	1/1/1982	12/30/1984	U	NO	D CC083 2007320802	CNN BOX 23 PART 2	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959298	393696560 NRM	1,2	1,2	9/17/2001	9/28/2001	1/1/1974	12/30/1994	U	NO	D CC083 2007320803	CNN BOX 41	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959299	393696561 NRM	1,2	1,2	9/28/2001	9/28/2001	1/1/1996	12/30/1996	U	NO	D CC083 2007320303	CNN BOX 44 PART 1	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959300	393696562 NRM	1,2	1,2	9/17/2001	9/28/2001	1/1/1997	12/30/1997	U	NO	D CC083 2007320403	CNN BOX 44 PART 2	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959301	393696565 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1979	12/30/1983	U	NO	D CC083 2007320503	CNN BOX 345 PART 1	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959302	393696566 NRM	1,2	1,2	9/28/2001	9/28/2001	1/1/1985	12/30/1987	U	NO	D CC083 2007320902	CNN BOX 5 PART 1	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959303	393696567 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1988	12/30/1990	U	NO	D CC083 2007320902	CNN BOX 3 PART 2	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959304	393696568 NRM	1,2	1,2	9/17/2001	9/28/2001	1/1/1984	12/30/1988	U	NO	D CC083 2007320903	CNN BOX 38	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959305	393696569 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1994	12/30/1995	U	NO	D CC083 2007320303	CNN BOX 43 PART 2	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959306	393696570 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1995	12/30/1995	U	NO	D CC083 2007320904	CNN BOX 43 PART 2	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959307	393696571 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1987	12/30/1995	U	NO	D CC083 2007320702	CNN BOX 42	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959308	393696572 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1992	12/30/1995	U	NO	D CC083 2007320104	CNN BOX 32	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959309	393696573 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1993	12/30/1995	U	NO	D CC083 2007320703	CNN BOX 6	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959310	393696574 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1995	12/30/1995	U	NO	D CC083 2007320404	CNN BOX 6	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959311	393696575 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1996	12/30/1996	U	NO	D CC083 2007320704	CNN BOX 39 PART 2	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959312	393696576 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1973	12/30/1995	U	NO	D CC083 2007320804	CNN BOX 1 PART 1	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959313	393696577 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1996	12/30/1998	U	NO	D CC083 2007320304	CNN BOX 1 PART 2	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959314	393696578 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1995	12/30/1998	U	NO	D CC083 2007320805	CNN BOX 24 PARTS 1	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959315	393696579 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1999	12/30/1999	U	NO	D CC083 2007320805	CNN BOX 24 PARTS 2	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959316	393696580 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1973	12/30/1974	U	NO	D CC083 2007320805	CNN BOX 40 PART 1	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959317	393696581 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1975	12/30/1977	U	NO	D CC083 2007320504	CNN BOX 40 PART 2	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959318	393696582 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1973	12/30/1994	U	NO	D CC083 2007320405	CNN BOX 38 PART 1	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959319	393696583 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1973	12/30/1979	U	NO	D CC083 2007320203	CNN BOX 38 PART 2	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959320	393696584 NRM	1,2	1,2	9/14/2001	9/28/2001	1/1/1988	12/30/1990	U	NO	D CC083 2007320904	CNN BOX 345 PART 1	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959321	393696585 NRM	1,2	1,2	9/14/2001	9/28/2001	1/1/1991	12/30/1995	U	NO	D CC083 2007320505	CNN BOX 43 PART 2	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959322	393696586 NRM	1,2	1,2	9/14/2001	9/28/2001	1/1/1987	12/30/1988	U	NO	D CC083 2007320204	CNN BOX 31 PART 1	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959323	393696587 NRM	1,2	1,2	9/17/2001	9/28/2001			U	NO	D CC083 2007320905	CNN BOX 10	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959324	393696589 NRM	1,2	1,2	9/17/2001	9/28/2001	1/1/1995	12/30/1996	U	NO	D CC083 2007320906	CNN BOX 16	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959325	393696590 NRM	1,2	1,2	9/17/2001	9/28/2001	1/1/1994	12/30/1996	U	NO	D CC083 2007320905	CNN BOX 23 PART 1	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959326	393696591 NRM	1,2	1,2	9/17/2001	9/28/2001	1/1/1997	12/30/1999	U	NO	D CC083 2007320906	CNN BOX 23 PART 2	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959327	393696592 NRM	1,2	1,2	9/17/2001	9/28/2001	1/1/1995	12/30/1998	U	NO	D CC083 2007320305	CNN BOX 26	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959328	393696593 NRM	1,2	1,2	9/17/2001	9/28/2001	1/1/1982	12/30/1994	U	NO	D CC083 2007320606	CNN BOX 30 PART 1	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959329	393696594 NRM	1,2	1,2	9/13/2001	9/28/2001	1/1/1984	12/30/1986	U	NO	D CC083 2007320205	CNN BOX 30 PART 2	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959330	393696595 NRM	1,2	1,2	9/17/2001	9/28/2001	1/1/1974	12/30/1984	U	NO	D CC083 2007320406	CNN BOX 3	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959331	393696596 NRM	1,2	1,2	9/17/2001	9/28/2001	1/1/1988	12/30/1991	U	NO	D CC083 2007320206	CNN BOX 31 PARTS 2	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959332	393696597 NRM	1,2	1,2	9/17/2001	9/28/2001	1/1/1975	8/30/1977	U	NO	D CC083 2007320106	CNN BOX 29 PARTS 1	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959333	393696598 NRM	1,2	1,2	9/17/2001	9/28/2001	1/1/1979	12/30/1981	U	NO	D CC083 2007320506	CNN BOX 29 PART 1	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959334	393696599 NRM	1,2	1,2	9/17/2001	9/28/2001	1/1/1973	12/30/1973	U	NO	D CC083 2007320706	CNN BOX 28 PART 1	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959335	393696600 NRM	1,2	1,2	9/17/2001	9/28/2001	1/1/1974	12/30/1975	U	NO	D CC083 2007320306	CNN BOX 28 PART 2	0														
07311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	CNN	MASTER DEPARTMENT	CNN	DFW01959336	393696601 NRM	1,2	1,2	10/3/2000	1/1/1999			U	NO	D CC081 006853003																

CUSTOMER ID	CUSTOMER NAME	DISTRICT ID	DISTRICT NAME	DIVISION ID	DIVISION NAME	DEPARTMENT ID	DEPARTMENT NAME	RECORD CODE	RECORD CODE DES	SKP BOX #	CUST BOX #	STATUS	BOX TYPE	CUBIC FT	MEDIA TYPE	CREATE DATE	EVENT DATE	RECEIPT DATE	FROM DATE	TO DATE	DESTRUCTION DATE	DESTRUCTION IND	MANUAL DESTRUC	BOX LOCATION	MAJOR DESCRIPTION	MINOR DESCRIPTION	ALPHA FROM ALPHA TO	REFERENCE 1	REFERENCE 2	LONG DESCRIPTION	LAST PICK-UP ORDER	RFID TAG
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959733	396109298	NRM	1.2	1.2				2/24/2000			2/22/2000			1/1/1992	12/31/1992		U	NO	D L208110000340305	AUDIT LETTERS &							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959734	396109299	NRM	1.2	1.2				2/24/2000			2/24/2000						U	NO	D L208109000340106	CHVPS							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959735	396109300	NRM	1.2	1.2				2/22/2000			2/24/2000	2/3/1992			12/28/1992		U	NO	D L208229000840903	PROSPECT STREET HIGH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959736	396109301	NRM	1.2	1.2				2/22/2000			2/24/2000	3/21/1989			3/23/1989		U	NO	D L208229000840904	PROSPECT STREET HIGH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959737	396109302	NRM	1.2	1.2				2/22/2000			2/24/2000	4/1/1991			1/31/1992		U	NO	D L208229000840905	PROSPECT STREET HIGH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959738	396109303	NRM	1.2	1.2				2/22/2000			2/24/2000	9/21/1993			6/10/1994		U	NO	D L208229000840906	PROSPECT STREET HIGH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959739	396109304	NRM	1.2	1.2				2/22/2000			2/24/2000	1/31/1989			12/31/1989		U	NO	D L208109000340203	BANK OF NEW YORK-MONTH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959740	396109305	NRM	1.2	1.2				2/24/2000			2/24/2000	1/1/1989			12/31/1991		U	NO	D L208109000340204	PROSPECT-TRADE TICKETS							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959741	396109306	NRM	1.2	1.2				2/22/2000			2/24/2000	1/4/1993			9/20/1993		U	NO	D L208110000340606	PROSPECT STREET HIGH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959742	396109307	NRM	1.2	1.2				2/22/2000			2/24/2000	11/21/1989			3/21/1990		U	NO	D L208110000340205	PROSPECT STREET HIGH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959743	396109308	NRM	1.2	1.2				2/22/2000			2/24/2000	3/22/1989			3/22/1989		U	NO	D L208110000340206	PROSPECT STREET HIGH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959744	396109309	NRM	1.2	1.2				2/22/2000			2/24/2000	9/1/1989			11/20/1989		U	NO	D L208109000340205	PROSPECT STREET HIGH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959745	396109310	NRM	1.2	1.2				2/22/2000			2/24/2000	1/19/1989			2/22/1989		U	NO	D L208109000340206	PROSPECT STREET HIGH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959746	396109311	NRM	1.2	1.2				2/22/2000			2/24/2000	12/1/1988			12/9/1988		U	NO	D L208109000340306	PROSPECT STREET HIGH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959747	396109312	NRM	1.2	1.2				2/22/2000			2/24/2000	8/30/1990			3/29/1991		U	NO	D L208109000340405	PROSPECT STREET HIGH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959748	396109313	NRM	1.2	1.2				2/22/2000			2/24/2000	3/28/1990			8/29/1990		U	NO	D L208110000340406	PROSPECT STREET HIGH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959749	396109314	NRM	1.2	1.2				2/22/2000			2/24/2000	5/12/1989			8/31/1989		U	NO	D L208109000340406	PROSPECT STREET HIGH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959750	396109315	NRM	1.2	1.2				2/22/2000			2/24/2000	2/23/1989			8/29/1990		U	NO	D L208110000340505	PROSPECT STREET HIGH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959751	396109316	NRM	1.2	1.2				2/22/2000			2/24/2000	12/20/1988			1/18/1989		U	NO	D L208110000340506	PROSPECT STREET HIGH							
D7311	HIGHLAND CAPITAL D	DALLAS, TX	MASTER DIVISION	MASTER DEPARTMENT	DFW01959752	396109317	NRM	1.2	1.2				2/22/2000			2/24/2000	3/27/1989			5/11/1989		U	NO	D L208110000340306	PROSPECT STREET HIGH							

EXHIBIT D-7



From: [Drew K. York](#)
To: [John A. Morris](#)
Cc: [Jeff Pomerantz](#); [Drake Rayshell](#)
Subject: RE: Highland: Inventory of Boxes to be Destroyed
Date: Sunday, October 26, 2025 2:30:34 PM
Attachments: [2025.10.06 LTR to J. Morris fr AKY.pdf](#)
[grayreed40thanniversary_776cb36b-8781-4a34-a4ad-ddc5f9a4202d.png](#)

John,

We have reviewed the inventory you provided. Unfortunately, the inventory is insufficient for Daugherty to be able to fully determine whether the boxes contain (1) HERA/ERA books and records Daugherty is entitled to under the Settlement Agreement; or (2) discoverable information relating to existing litigation, including the HCMLP adversary proceeding against Daugherty and the HERA lawsuit against Dondero et al. By our counts there are more than 100 boxes that have no description at all. There are also numerous boxes on the inventory that have vague descriptions that their contents are indiscernible. I request a response to the questions raised in my October 6 letter, which I've attached again for your convenience. Thank you.

Regards,
Drew

Drew K. York

Partner

Tel [469.320.6114](tel:469.320.6114) | Fax [469.320.6883](tel:469.320.6883) | dyork@grayreed.com
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From: John A. Morris <jmorris@pszjlaw.com>
Sent: Wednesday, October 08, 2025 2:09 PM
To: Deitsch-Perez, Deborah R. <deborah.deitschperez@stinson.com>; Drew K. York <dyork@grayreed.com>
Cc: Jeff Pomerantz <jpomerantz@pszjlaw.com>; Aigen, Michael P. <michael.aigen@stinson.com>; Drake Rayshell <drayshell@grayreed.com>
Subject: [EXTERNAL] Highland: Inventory of Boxes to be Destroyed

Deborah and Drew:

You have each inquired about the Documents subject to the Destruction Motion.

While your clients have no right to obtain any of the Documents, Highland would like to avoid any objection to the Motion.

Toward that end, attached is the inventory of the boxes subject to the Motion (I understand the list is searchable). To resolve any objection, please let us know if your clients want copies of the Documents in any box; assuming they are plausibly related to some on-going litigation, we can arrange to have them copied at your client's expense and provide them pursuant to an agreed-upon confidentiality agreement.

Regards,

John

John A. Morris

Pachulski Stang Ziehl & Jones LLP

Direct Dial: 212.561.7760

Tel: 212.561.7700 | Fax: 212.561.7777

jmorris@pszjlaw.com

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Los Angeles | New York | Wilmington, DE | Houston | San Francisco

EXHIBIT D-8



From: [John A. Morris](#)
To: [Drew K. York](#)
Cc: [Jeff Pomerantz](#); [Drake Rayshell](#)
Subject: [EXTERNAL] FW: Highland: Inventory of Boxes to be Destroyed
Date: Monday, October 27, 2025 12:55:21 PM
Attachments: [grayreed40thanniversary_776cb36b-8781-4a34-a4ad-ddc5f9a4202d.png](#)
[2025.10.06 LTR to J. Morris fr AKY.pdf](#)

Drew,

Thank you for the email below. It's too bad Mr. Daugherty did not find anything on the inventory list that might be useful.

Pursuant to paragraph 8 of the Parties' Settlement Agreement, HERA/ERA cannot be "entitled" to anything in the boxes because nothing in them is "maintained on HCMLP's system" as required.

As to the latter issue, now that Mr. Daugherty has served his discovery demands, Highland will fulfill its obligations under applicable rules (taking into account the factors set forth in Rule 26(b)(1)), and sees no reason to engage in an informal discussion over how it's doing that.

Regards,

John

John A. Morris

Pachulski Stang Ziehl & Jones LLP

Direct Dial: 212.561.7760

Tel: 212.561.7700 | Fax: 212.561.7777

jmorris@pszjlaw.com

[vCard](#) | [Bio](#) | [LinkedIn](#)



Los Angeles | New York | Wilmington, DE | Houston | San Francisco

From: Drew K. York <dyork@grayreed.com>
Sent: Sunday, October 26, 2025 3:30 PM
To: John A. Morris <jmorris@pszjlaw.com>
Cc: Jeff Pomerantz <jpomerantz@pszjlaw.com>; Drake Rayshell <drayshell@grayreed.com>
Subject: RE: Highland: Inventory of Boxes to be Destroyed

John,

We have reviewed the inventory you provided. Unfortunately, the inventory is insufficient for Daugherty to be able to fully determine whether the boxes contain (1) HERA/ERA books and records Daugherty is entitled to under the Settlement Agreement; or (2) discoverable information relating to existing litigation, including the HCMLP adversary proceeding against Daugherty and the HERA lawsuit against Dondero et al. By our counts there are more than 100 boxes that have no description at all. There are also numerous boxes on the inventory that have vague descriptions that their contents are indiscernible. I request a response to the questions raised in my October 6 letter, which I've attached again for your convenience. Thank you.

Regards,
Drew

Drew K. York

Partner

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From: John A. Morris <jmorris@pszjlaw.com>

Sent: Wednesday, October 08, 2025 2:09 PM

To: Deitsch-Perez, Deborah R. <deborah.deitschperez@stinson.com>; Drew K. York <dyork@grayreed.com>

Cc: Jeff Pomerantz <jpomerantz@pszjlaw.com>; Aigen, Michael P. <michael.aigen@stinson.com>; Drake Rayshell <drayshell@grayreed.com>

Subject: [EXTERNAL] Highland: Inventory of Boxes to be Destroyed

Deborah and Drew:

You have each inquired about the Documents subject to the Destruction Motion.

While your clients have no right to obtain any of the Documents, Highland would like to avoid any objection to the Motion.

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Regards,

John

John A. Morris

Pachulski Stang Ziehl & Jones LLP

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