UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re: **HIGHLAND CAPITAL MANAGEMENT, L.P.,** **Reorganized Debtor.**	**Chapter 11** **Case No. 19-34054-sgj11**
HUNTER MOUNTAIN INVESTMENT TRUST, **Plaintiff,** **v.** **JAMES D. DONDERO; SCOTT ELLINGTON; ISAAC LEVENTON; GRANT JAMES SCOTT III; STRAND ADVISORS, INC.; NEXPOINT ADVISORS, L.P.; HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P.; DUGABOY INVESTMENT TRUST AND NANCY DONDERO, AS TRUSTEE OF DUGABOY INVESTMENT TRUST; GET GOOD TRUST AND GRANT JAMES SCOTT III, AS TRUSTEE OF GET GOOD TRUST; MASSAND CAPITAL, LLC; MASSAND CAPITAL, INC.; AND SAS ASSET RECOVERY, LTD.,** **Defendants.**	**Adv. Pro. No. 21-03076-sgj** **Civil Action No. 3:22-CV-203-S** ***Consolidated with:*** **Case No. 3:22-CV-229** **Case No. 3:22-CV-253** **Case No. 3:22-CV-367** **Case No. 3:22-CV-369** **Case No. 3:22-CV-370**

DEFENDANTS' APPENDIX IN SUPPORT
OF DEFENDANTS' MOTION TO DISMISS

Defendants James Dondero, Strand Advisors, Inc., The Dugaboy Investment Trust, Get Good Trust, Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Scott Ellington, and Isaac Leventon ("Defendants") file this Appendix in Support of Defendants' Motion to Dismiss.

Exhibit	Description	Page
A	Declaration of Deborah Deitsch-Perez in Support of Defendants' Motion to Dismiss	APP. 0001
B	Declaration of Isaac Leventon in Support of Defendants' Motion to Dismiss	APP. 0003
C	Strand Advisors Cert. of Incorp., May 21, 1996	APP. 0005
D	Strand Advisors Bylaws	APP. 0009
E	Highland 2nd Am. LPA, December 31, 2004	APP. 0024
F	*UBS v. Highland*, Case No. 650097-2009, NY Sup. Ct. Dkt. Commencing February 24, 2009	APP. 0082
G	*Redeemer v. Highland*, Case No. CV12533-VCG, DE Ch. Dkt. Commencing May 25, 2010	APP. 0110
H	Second Amended Restated Application, September 15, 2011	APP. 0125
I	Schedule 13D for NexPoint Capital, Inc., August 18, 2014	APP. 0145
J	Highland's 4th Am. LPA, December 24, 2015	APP. 0154
K	*Daugherty v. Highland*, Case No. 2017-0488-MTZ, DE Ch. Dkt. commencing July 6, 2017	APP. 0191
L	Highland Comp. & Bfts. Stmt. for Leventon, 2018	APP. 0204
M	Highland Comp. & Bfts. Stmt. for Ellington, 2018	APP. 0207
N	Highland Voluntary Pet., Bankr. Case No. 19-12239 (USDC DE), October 16, 2019	APP. 0210
O	Highland Notice of Final Term Sheet, Bankr. Case No. 19-34054, January 14, 2020	APP. 0316
P	Highland Compl. Against HCMFA, Adv. Proc. No. 21-03004, January 22, 2021	APP. 0381
Q	Highland Plan Supplement-Schedule of Causes of Action, Bankr. Case No. 19-34054, February 1, 2021	APP. 0401
R	Order Confirming 5th Am. Plan of Reorg., Bankr. Case No. 19-34054, February 22, 2021	APP. 0418
S	Highland Notice of Eff. Date of 5th Am. Plan of Reorg., Bankr. Case No. 19-34054, August 11, 2021	APP. 0579
T	Highland/Seery Claimant Trust Agreement, August 11, 2021	APP. 0583
U	Highland/Kirschner Litigation Sub-Trust Agreement, August 16, 2021	APP. 0622
V	Highland Am. Compl. Against the Donderos, NPA, Dugaboy, Adv. Proc. No. 21-03005, dated August 27, 2021	APP. 0647
W	Highland's MTD Appeal as Equitably Moot, No. 21-10449 (5th Cir.), October 6, 2021	APP. 0720
X	Kirschner Original Complaint, Adv. Proc. No. 21-03076, October 15, 2021	APP. 0761
Y	Highland's MTD Appeal as Equitably Moot, Case No. 21-1895, October 15, 2021	APP. 0895
Z	Highland's Memo. ISO Mot. for Partial SJ, Adv. Proc. No. 21-03004, December 17, 2021	APP. 0920

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AA	Leventon's Memo. ISO MTD. Complaint, Adv. Proc. No. 21-03076, March 23, 2022	APP. 0976
BB	Charitable Defendants' Memo. ISO MTD & Mot. For More Definite Stmt., Adv. Proc. No. 21-03076, March 23, 2022	APP. 1010
CC	NPA and HCMFA's Memo. ISO MTD Complaint, Adv. Proc. No. 21-03076, March 23, 2022	APP. 1039
DD	Dondero, Dugaboy, and Strand's MTD Complaint, Adv. Proc. No. 21-03076, March 23, 2022	APP. 1075
EE	Bankr. Ct. R&R re Mot. to Withdrawn Ref., Adv. Proc. No. 21-03076, April 6, 2022	APP. 1169
FF	Kirschner FAC Complaint, Adv. Proc. No. 21-03076, May 19, 2022	APP. 1190
GG	Leventon's Memo. ISO MTD FAC, Adv. Proc. No. 21-03076, July 11, 2022	APP. 1336
HH	Ellington's Memo. ISO MTD FAC, Adv. Proc. No. 21-03076, July 11, 2022	APP. 1369
II	Charitable Defendants' Memo ISO MTD FAC, Adv. Proc. No. 21-03076, July 11, 2022	APP. 1402
JJ	NPA and HCMFA's Memo. ISO MTD FAC, Adv. Proc. No. 21-03076, July 11, 2022	APP. 1437
KK	Dondero & Other Entities' Memo. ISO MTD FAC, Adv. Proc. No. 21-03076, July 11, 2022	APP. 1474
LL	Order Re Resolution of IRS Proofs of Claims, Bankr. Case No. 19-34054, September 20, 2022	APP. 1508
MM	Kirschner's Mot. to Stay, Adv. Proc. No. 21-03076, March 24, 2023	APP. 1516
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OO	Order re Mot. for Withdrawal of Funds with Respect to Judgments Against Defendants, Case No. 21-0881, December 12, 2024	APP. 1570
PP	Kirschner/HMIT Settlement Agreement, Bankr. Case No. 19-34054, May 19, 2025	APP. 1577
QQ	Order Approving Settlement Between Highland and HMIT, Bankr. Case No. 19-34054, June 30, 2025	APP. 1601
RR	Kirschner/HMIT's Motion to Substitute, Adv. Proc. No. 21-03076, July 25, 2025	APP. 1605
SS	Order Granting Mot. to Substitute, Adv. Proc. No. 21-03076, September 5, 2025	APP. 1614
TT	Status Report to District Court, Adv. Proc. No. 21-03076, December 18, 2025	APP. 1616
UU	Litigation Sub-Trust/HMIT Claims Assignment Agreement, Bankr. Case No. 19-34054, May 11, 2026	APP. 1622
VV	Highland Post-Confirmation Report for Qtr. Ending June 30, 2026, Bankr. Case No. 19-34054	APP. 1629
WW	Highland Notice of Dissolution of Claimant Trust, Bankr. Case No. 19-34054, August 11, 2026	APP. 1641

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XX	Highland Notice of Dissolution of Litigation Sub-Trust, Bankr. Case No. 19-34054, August 11, 2026	APP. 1642
YY	Proof of Claim by Dondero, Case No. 19-34054, Arpil 8, 2020	APP. 1647
ZZ	Proof of Claim by Ellington, Case No. 19-34054, May 26, 2020	APP. 1652
AAA	Proof of Claim by Leventon, Case No. 19-34054, February 26, 2021	APP. 1665
BBB	Proof of Claim by NexPoint, Case No. 19-34054, April 8, 2020	APP. 1674
CCC	Proof of Claim by HCMFA, Case No. 19-34054, April 8, 2020	APP. 1688
DDD	Proof of Claim by Dugaboy, Case No. 19-34054, April 8, 2020	APP. 1706
EEE	Proof of Claim by Get Good, Case No. 19-34054, April 8, 2020	APP. 1711
FFF	Statement of Financial Affairs for Highland, Case No. 19-34054, December 13, 2019	APP. 1716

September 25, 2026

Respectfully submitted,

STINSON LLP

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(Admitted pro hac vice)
Counsel for Scott Ellington and Isaac Leventon

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on September 25, 2026, a true and correct copy of this document was served electronically via the court's CM/ECF system.

/s/ DRAFT
Deborah Deitsch-Perez

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re: HIGHLAND CAPITAL MANAGEMENT, L.P., Reorganized Debtor.	Chapter 11 Case No. 19-34054-sgj11
HUNTER MOUNTAIN INVESTMENT TRUST, Plaintiff, v. JAMES D. DONDERO; SCOTT ELLINGTON; ISAAC LEVENTON; GRANT JAMES SCOTT III; STRAND ADVISORS, INC.; NEXPOINT ADVISORS, L.P.; HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P.; DUGABOY INVESTMENT TRUST AND NANCY DONDERO, AS TRUSTEE OF DUGABOY INVESTMENT TRUST; GET GOOD TRUST AND GRANT JAMES SCOTT III, AS TRUSTEE OF GET GOOD TRUST; MASSAND CAPITAL, LLC; MASSAND CAPITAL, INC.; AND SAS ASSET RECOVERY, LTD., Defendants.	Adv. Pro. No. 21-03076-sgj **Civil Action No. 3:22-CV-203-S** *Consolidated with:* Case No. 3:22-CV-229 Case No. 3:22-CV-253 Case No. 3:22-CV-367 Case No. 3:22-CV-369 Case No. 3:22-CV-370

DECLARATION OF DEBORAH DEITSCH-PEREZ
IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS

1. My name is Deborah Deitsch-Perez. I am of sound mind, over the age of twenty-one, fully competent and authorized to execute this Declaration. I submit this Declaration in support of Defendants' James D. Dondero, Strand Advisors, Inc., The Dugaboy Investment Trust, Get Good Trust, Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Scott Ellington. and Isaac Leventon (collectively "Defendants") Motion to Dismiss.

EXHIBIT
A

2. I am a partner at Stinson LLP, counsel for the Defendants. I am an attorney licensed to practice law in Texas, New York and the District of Columbia, and before this Court. I have personal knowledge of the facts stated herein, and they are true and correct.

3. The Appendix to Defendants' Motion to Dismiss contains true and correct copies of pleadings filed in and dockets reflecting filings in various court proceedings, which were obtained from publicly available court dockets. Those pleadings and dockets are identified in the Appendix as Exhibits F, G, K, and N-FFF.

4. The Appendix to Defendants' Motion to Dismiss contains true and correct copies of documents filed with the Securities and Exchange Commission. Those publicly available documents are identified in the Appendix as Exhibits H and I.

Executed in Dallas County, Texas, on the 25th day of September 2026.

Deborah Deitsch-Perez

EXHIBIT

B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re: HIGHLAND CAPITAL MANAGEMENT, L.P., Reorganized Debtor.	Chapter 11 Case No. 19-34054-sgj11
HUNTER MOUNTAIN INVESTMENT TRUST, Plaintiff, v. JAMES D. DONDERO; SCOTT ELLINGTON; ISAAC LEVENTON; GRANT JAMES SCOTT III; STRAND ADVISORS, INC.; NEXPOINT ADVISORS, L.P.; HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P.; DUGABOY INVESTMENT TRUST AND NANCY DONDERO, AS TRUSTEE OF DUGABOY INVESTMENT TRUST; GET GOOD TRUST AND GRANT JAMES SCOTT III, AS TRUSTEE OF GET GOOD TRUST; MASSAND CAPITAL, LLC; MASSAND CAPITAL, INC.; AND SAS ASSET RECOVERY, LTD., Defendants.	Adv. Pro. No. 21-03076-sgj **Civil Action No. 3:22-CV-203-S** *Consolidated with:* Case No. 3:22-CV-229 Case No. 3:22-CV-253 Case No. 3:22-CV-367 Case No. 3:22-CV-369 Case No. 3:22-CV-370

DECLARATION OF ISAAC LEVENTON
IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS

1. My name is Isaac Leventon. I am of sound mind, over the age of twenty-one, fully competent and authorized to execute this Declaration. I submit this Declaration in support of Defendants' James D. Dondero, Strand Advisors, Inc., The Dugaboy Investment Trust, Get Good Trust, Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Scott Ellington, and Isaac Leventon's (collectively "Defendants") Motion to Dismiss.

2. I am the Managing Director and Counsel for Skyview Legal, P.C., and serve as in-house counsel for legal matters on behalf of Defendants. I am an attorney licensed to practice law

in Texas and before this Court. I have personal knowledge of the facts stated herein, and they are true and correct.

3. The Appendix to Defendants' Motion to Dismiss contains true and correct copies of current and former Dondero-related entity books and records. Those books and records are identified in the Appendix as Exhibits C-E, J, L, and M.

Executed in Dallas County, Texas, on the 25th day of September 2026.



Isaac Leventon

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 05/21/1996
960146949 - 2625806

CERTIFICATE OF INCORPORATION
OF
STRAND ADVISORS, INC.

ARTICLE I

The name of the Corporation is Strand Advisors, Inc.

ARTICLE II

The name of the Corporation's registered agent and the address of its registered office in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, New Castle County, Delaware 19805-1297.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

The total number of shares of capital stock which the Corporation shall have the authority to issue is One Thousand (1,000) shares of Common Stock, $.01 par value.

ARTICLE V

In furtherance and not limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to alter, amend or repeal the bylaws of the Corporation or to adopt new bylaws.

ARTICLE VI

The incorporator is Albert R. Fox, Jr., whose mailing address is 1717 Main Street, Suite 2800, Dallas, Texas 75201.

ARTICLE VII

The number of directors constituting the initial Board of Directors is one (1), and the name and address of the person who is to serve as director until the first annual meeting of the stockholders or until his successor is elected and qualified are:

10108.0001:0153601.01

EXHIBIT
C

Name	Address
James Dondero	1150 Two Galleria 13455 Noel Road LB 45 Dallas, Texas 75240

ARTICLE VIII

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware General Corporation Law is amended after the filing of this Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such

indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article IX shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article IX shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation or any bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article IX or as otherwise permitted under the Delaware General Corporation Law with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

No stockholder of the Corporation shall by reason of his holding shares of any class of its capital stock have any preemptive or preferential right to purchase or subscribe for any shares of any class of the Corporation, now or hereafter to be authorized, or any notes, debentures, bonds or other securities convertible into or carrying warrants, rights or options to purchase shares of any class or any other security, now or hereafter to be authorized, whether or not the issuance of any such shares or such notes, debentures, bonds or other securities would adversely affect the dividend, voting or any other rights of such stockholder; and the Board of Directors may issue shares of any class of the Corporation, or any notes, debentures, bonds or other securities convertible into or carrying warrants, rights or options to purchase shares of any class, without offering any such shares of any class, either in whole or in part, to the existing holders of any class of stock of the Corporation.

ARTICLE XI

Cumulative voting for the election of Directors shall not be permitted.

IN WITNESS WHEREOF, the undersigned incorporator of the Corporation hereby certifies that the facts herein stated are true, and accordingly has signed this instrument this 21st day of May, 1996.

Albert R. Fox, Jr.
Incorporator

BYLAWS

OF

STRAND ADVISORS, INC.

ARTICLE I

Offices

Section 1. Registered Office. The registered office of the corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or as the business of the corporation may require.

ARTICLE II

Meetings of Stockholders

Section 1. Place of Meetings. Meetings of stockholders may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. An annual meeting of stockholders shall be held on such day in each fiscal year of the corporation and at such time and place as may be fixed by the Board of Directors, at which meeting the stockholders shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 3. Notice of Annual Meeting. Written or printed notice of the annual meeting, stating the place, day and hour thereof, shall be given to each stockholder entitled to vote thereat at such address as appears on the books of the corporation, not less than ten days nor more than sixty days before the date of the meeting.

Section 4. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or the certificate of incorporation, may be called by the President, and shall be called by the President or the Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders of record owning at least one-tenth (1/10) of all shares issued and outstanding and entitled to vote at such meeting. Such request shall state the purpose or purposes of the proposed meeting.

EXHIBIT

D

Section 5. Notice of Special Meetings. Written or printed notice of a special meeting of stockholders, stating the place, day and hour and purpose or purposes thereof, shall be given to each stockholder entitled to vote thereat at such address as appears on the books of the corporation, not less than ten days nor more than sixty days before the date of the meeting.

Section 6. Business at Special Meetings. Business transacted at all special meetings of stockholders shall be confined to the purpose or purposes stated in the notice thereof.

Section 7. Stockholder List. At least ten days before each meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of voting shares held by each, shall be prepared by the Secretary. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for such ten day period, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any stockholder during the meeting.

Section 8. Quorum. The holders of a majority of the votes attributed to the shares of capital stock issued and outstanding and entitled to vote thereat, represented in person or by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute, the certificate of incorporation or these bylaws. The stockholders present may adjourn the meeting despite the absence of a quorum. When a meeting is adjourned for less than thirty days in any one adjournment and a new record date is not fixed for the adjourned meeting, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. When a meeting is adjourned for thirty days or more, or when after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given as in the case of an original meeting.

Section 9. Majority Vote. When a quorum is present at any meeting, the vote of the holders of a majority of the shares having voting power represented in person or by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute, the certificate of incorporation or these bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Proxies. (a) Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

(b) Without limiting the manner in which a stockholder may authorize another person or persons to act for him as proxy pursuant to subsection (a) of this Section, the following shall constitute a valid means by which a stockholder may grant such authority:

(i) A stockholder may execute a writing authorizing another person or persons to act for him as proxy. Execution may be accomplished by the stockholder or his authorized officer, director, employee or agent signing such writing or causing his or her signature to be affixed to such writing by any reasonable means including, but not limited to, by facsimile signature.

(ii) A stockholder may authorize another person or persons to act for him as proxy by transmitting or authorizing the transmission of a telegram, cablegram, or other means of electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such telegram, cablegram or other means of electronic transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram or other electronic transmission was authorized by the stockholder. If it is determined that such telegrams, cablegrams or other electronic transmissions are valid, the inspectors or, if there are no inspectors, such other persons making that determination shall specify the information upon which they relied.

(c) Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to subsection (b) of this Section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

(d) Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to subsection (b) of this Section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 11. Voting. Unless otherwise provided by statute or the certificate of incorporation, each stockholder shall have one vote for each share of stock having voting power, registered in his name on the books of the corporation.

Section 12. Consent of Stockholders in Lieu of Meeting. Any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled

to vote thereon were present and voted and such consent or consents are delivered to the corporation. Every written consent shall bear the date of signatures of each stockholder and no written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent, written consents signed by a sufficient number of holders to take action are delivered to the corporation. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 13. Inspectors. (a) The corporation may, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability.

(b) The inspectors shall (i) ascertain the number of shares outstanding and the voting power of each, (ii) determine the shares represented at a meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares represented at the meeting, and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of the duties of the inspectors.

(c) The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting. No ballot, proxies or votes, nor any revocations thereof or changes thereto, shall be accepted by the inspectors after the closing of the polls unless the Delaware Court of Chancery, upon application by a stockholder, shall determine otherwise.

(d) In determining the validity and counting of proxies and ballots, the inspectors shall be limited to an examination of the proxies, any envelopes submitted with those proxies, any information provided in accordance with Article II, Section 10(b)(ii), ballots and the regular books and records of the corporation, except that the inspectors may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers, their nominees or similar persons that represent more votes than the holder of a proxy is authorized by the record owner to cast, or more votes than the stockholder holds of record. If the inspectors consider other reliable information for the limited purpose permitted herein, the inspectors at the time they make their certification pursuant to subsection (b)(v) of this Section shall specify the precise information considered by them including the person or persons from whom they obtained the information, when the information was obtained, the means by which the information was obtained and the basis for the inspector's belief that such information is accurate and reliable.

ARTICLE III

Board of Directors

Section 1. Powers. The business and affairs of the corporation shall be managed by a Board of Directors. The Board may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, by the certificate of incorporation or these bylaws directed or required to be exercised or done by the stockholders.

Section 2. Number of Directors. The number of directors which shall constitute the whole Board shall be fixed from time to time by resolution of the Board of Directors, provided that such number shall not be less than one (1) nor more than five (5).

Section 3. Election and Term. Except as provided in Section 4 of this Article III, directors shall be elected at the annual meeting of the stockholders, and each director shall be elected to serve until the next annual meeting and until his successor shall have been elected and shall qualify, or until his death, resignation or removal from office. Directors need not be stockholders of the corporation.

Section 4. Vacancies and Newly Created Directorships. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, or the number of directors constituting the whole Board shall be increased, a majority of the remaining or existing directors, though less than a quorum, may choose a successor or successors, or the director or directors to fill the new directorship or directorships, who shall hold office for the unexpired term in respect to which such vacancy occurred or, in the case of a new directorship or directorships, until the next annual meeting of the stockholders.

Section 5. Removal. The stockholders may remove a director either for or without cause at any meeting of stockholders, provided notice of the intention to act upon such matter shall have been given in the notice calling such meeting.

ARTICLE IV

Meetings of the Board

Section 1. First Meeting. The first meeting of each newly elected Board of Directors shall be held at the location of and immediately following the annual meeting of stockholders, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present; or the Board may meet at such place and time as shall be fixed by the consent in writing of all the directors. All meetings of the Board of Directors may be held at such place, either within or without the State of Delaware, as from time to time shall be determined by the Board of Directors.

Section 2. Regular Meetings. Regular meetings of the Board may be held at such time and place and on such notice, if any, as shall be determined from time to time by the Board.

Section 3. Special Meetings. Special meetings of the Board may be called by the President or the Chairman of the Board on twenty-four hours' notice to each director, delivered either personally or by mail or by telegram or telecopier. Special meetings shall be called by the President or the Secretary in like manner and on like notice on the written request of one director.

Section 4. Quorum and Voting. At all meetings of the Board, a majority of the directors at the time in office shall be necessary and sufficient to constitute a quorum for the transaction of business; and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, the certificate of incorporation or these bylaws. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 5. Telephone Meetings. Directors may attend any meeting of the Board or any committee thereof by conference telephone, radio, television or similar means of communication by means of which all persons participating in the meeting can hear each other, and all members so attending shall be deemed present at the meeting for all purposes including the determination of whether a quorum is present.

Section 6. Action by Written Consent. Any action required or permitted to be taken by the Board or any committee thereof, under the applicable provisions of any statute, the certificate of incorporation, or these bylaws, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members of the Board or committee, as the case may be.

ARTICLE V

Committees

Section 1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate one or more directors to constitute an Executive Committee, which Committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the corporation except where action by the Board of Directors is expressly required by statute. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 2. Other Committees. The Board of Directors may similarly create other committees for such terms and with such powers and duties as the Board deems appropriate.

Section 3. Committee Rules; Quorum. Each committee may adopt rules governing the method of calling and time and place of holding its meetings. Unless otherwise provided by the Board of Directors, a majority of any committee shall constitute a quorum for the transaction of business, and the act of a majority of the members of such committee present at a meeting at which a quorum is present shall be the act of such committee.

ARTICLE VI

Compensation of Directors

The Board of Directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees. The Board shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the Board from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE VII

Notices

Section 1. Methods of Notice. Whenever any notice is required to be given to any stockholder, director or committee member under the provisions of any statute, the certificate of incorporation or these bylaws, such notice shall be delivered personally or shall be given in writing by mail addressed to such stockholder, director or committee member at such address as appears on the books of the corporation, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail with postage thereon prepaid. Notice to directors and committee members may also be given by telegram, which notice shall be deemed to be given at the time it is delivered to the telegraph office, or by telecopy, which notice shall be deemed to be given at the time it is transmitted or in person, which notice shall be deemed to be given when received.

Section 2. Waiver of Notice. Whenever any notice is required to be given to any stockholder, director or committee member under the provisions of any statute, the certificate of incorporation or these bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute a waiver of notice thereof except as otherwise provided by statute.

ARTICLE VIII

Officers

Section 1. Executive Officers. The executive officers of the corporation shall consist of at least a President and a Secretary, each of whom shall be elected by the Board of Directors. The Board of Directors may also elect as officers of the corporation a Chairman of the Board, one or more Vice Presidents, one or more of whom may be designated Executive or Senior Vice Presidents and may also have such descriptive titles as the Board shall deem appropriate, and a Treasurer. Any two or more offices may be held by the same person.

Section 2. Election and Qualification. The Board of Directors at its first meeting after each annual meeting of stockholders shall elect the officers of the corporation.

Section 3. Other Officers and Agents. The Board may elect or appoint Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers, and such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Salaries. The salaries of all officers of the corporation shall be fixed by the Board of Directors except as otherwise directed by the Board.

Section 5. Term, Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer or agent of the corporation may be removed at any time by the affirmative vote of a majority of the Board of Directors, or by the President. Any vacancy occurring in any office of the corporation may be filled by the Board of Directors or otherwise as provided in this Article.

Section 6. Execution of Instruments. The Chairman of the Board and the President (and such other officers as are authorized thereunto by resolution of the Board of Directors) may execute in the name of the corporation bonds, notes, debentures and other evidences of indebtedness, stock certificates, deeds, mortgages, deeds of trust, indentures, contracts, leases, agreements and other instruments, requiring a seal under the seal of the corporation, and may execute such documents where not requiring a seal, except where such documents are required by law to be otherwise signed and executed, and except where the signing and execution thereof shall be exclusively delegated to some other officer or agent of the corporation.

Section 7. Duties of Officers. The duties and powers of the officers of the corporation shall be as provided in these bylaws, or as provided for pursuant to these bylaws, or (except to the extent inconsistent with these bylaws or with any provision made pursuant hereto) shall be those customarily exercised by corporate officers holding such offices.

Section 8. Chairman of the Board. The Chairman of the Board shall preside when present at all meetings of the Board of Directors. He shall advise and counsel the other officers of the corporation and shall exercise such powers and perform such duties as shall be assigned to

or required of him from time to time by the Board of Directors. The Chairman of the Board may, if so designated by the Board of Directors, be the Chief Executive Officer of the corporation; in such event he shall have all of the powers granted by the bylaws to the President and from time to time may delegate all, or any, of his powers and duties to the President.

Section 9. President. The President shall preside at all meetings of the stockholders and shall be ex-officio a member of all standing committees, have general powers of oversight, supervision and management of the business and affairs of the corporation, and see that all orders and resolutions of the Board of Directors are carried into effect.

In the event another executive officer has been designated Chief Executive Officer of the corporation by the Board of Directors, then (i) such other executive officer shall have all of the powers granted by the bylaws to the President; and (ii) the President shall, subject to the powers of supervision and control thereby conferred upon the Chief Executive Officer, be the chief operating officer of the corporation and shall have all necessary powers to discharge such responsibility including general supervision of the affairs of the corporation and general and active control of all of its business.

The President shall perform all the duties and have all the powers of the Chairman of the Board in the absence of the Chairman of the Board.

Section 10. Vice Presidents. The Vice Presidents in the order determined by the Board of Directors shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors, the Chairman of the Board and the President may prescribe.

Section 11. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the committees of the Board of Directors when required. Except as may be otherwise provided in these bylaws, he shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors and the President. He shall keep in safe custody the seal of the corporation, if any, and shall have authority to affix the same to any instrument requiring it, and when so affixed it may be attested by his signature. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature. In the absence of the Treasurer and all Assistant Treasurers, the Secretary shall perform all the duties and have all the powers of the Treasurer.

Section 12. Assistant Secretaries. The Assistant Secretaries in the order determined by the Board of Directors shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors, the Chairman of the Board and President may prescribe. Assistant secretaries may be appointed by the president without prior approval of the board of directors.

Section 13. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Board of Directors, the Chairman of the Board and the President, whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the corporation.

Section 14. Assistant Treasurers. The Assistant Treasurers in the order determined by the Board of Directors shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties as the Board of Directors, the Chairman of the Board and the President may prescribe.

ARTICLE IX

Shares and Stockholders

Section 1. Certificates Representing Shares. Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by, the Chairman or Vice Chairman of the Board of Directors, or the President or a Vice President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the corporation, certifying the number of shares owned by him in the corporation. The signature of any such officer may be facsimile. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issuance. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the General Corporation Law of the State of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock a statement that the corporation will furnish without charge to each stockholder who so requests the designations, preferences and relative, participating, optional or other special rights of each class or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 2. Transfer of Shares. Subject to valid transfer restrictions and to stop-transfer orders directed in good faith by the corporation to any transfer agent to prevent possible violations of federal or state securities laws, rules or regulations, or for any other lawful purpose, upon surrender to the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the

corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 3. Fixing Record Date.

(a) In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the date on which notice is given, or, if notice is waived, at the close of business on the date next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by this Section, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to receive any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 4. Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of any share or shares to receive dividends, and to vote as such owner, and for all other purposes as such owner; and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

Section 5. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

ARTICLE X

Indemnification

(a) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and

reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) To the extent that a director, officer, employee or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under subsections (a) and (b) (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) and (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this Article X. Such expenses incurred by other employees or agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this Article X shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, any agreement or vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

(g) The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as

such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article X.

(h) For purposes of this Article X, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article X with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this Article X, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this Article X.

(j) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article X shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI

General

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, or of the resolutions, if any, providing for any series of stock, may be declared by the Board of Directors at any meeting thereof, or by the Executive Committee at any meeting thereof. Dividends may be paid in cash, in property or in shares of the capital stock of the corporation, subject to the provisions of the certificate of incorporation or of the resolutions, if any, providing for any series of stock.

Section 2. Reserves. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, deem proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose or purposes as the directors shall think conducive to the interests of the

corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Shares of Other Corporations. The Chairman of the Board, the President and any Vice President is authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or other entity standing in the name of the corporation. The authority herein granted to said officer may be exercised either by said officer in person or by any person authorized so to do by proxy or power of attorney duly executed by said officer. Notwithstanding the above, however, the Board of Directors, in its discretion, may designate by resolution any additional person to vote or represent said shares of other corporations and other entities.

Section 4. Checks. All checks, drafts, bills of exchange or demands for money of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 5. Corporate Records. The corporation shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its stockholders giving the names and addresses of all stockholders and the number and class and series, if any, of shares held by each. All other books and records of the corporation may be kept at such place or places within or without the State of Delaware as the Board of Directors may from time to time determine.

Section 6. Fiscal Year. The fiscal year of the corporation shall be fixed by the Board of Directors; if not so fixed, it shall be the calendar year.

ARTICLE XII

Amendments

These bylaws may be altered, amended or repealed or new bylaws may be adopted at any annual meeting of the stockholders or at any special meeting of the stockholders at which a quorum is present or represented, by the affirmative vote of the holders of a majority of the shares entitled to vote at such meeting and present or represented thereat, or by the affirmative vote of a majority of the whole Board of Directors at any regular meeting of the Board or at any special meeting of the Board, provided notice of the proposed alteration, amendment or repeal or the adoption of new bylaws is set forth in the notice of such meeting.

SECOND AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

HIGHLAND CAPITAL MANAGEMENT, L.P.

THE PARTNERSHIP INTERESTS REPRESENTED BY THIS LIMITED PARTNERSHIP AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OP 1933 OR UNDER ANY STATE SECURITIES ACTS IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE SALE OR OTHER DISPOSITION OF THE PARTNERSHIP INTERESTS IS PROHIBITED UNLESS THAT SALE OR DISPOSITION IS MADE IN COMPLIANCE WITH ALL SUCH APPLICABLE ACTS. ADDITIONAL RESTRICTIONS ON TRANSFER OF THE PARTNERSHIP INTERESTS ARE SET FORTH IN THIS AGREEMENT.

EXHIBIT

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Confidential

SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF HIGHLAND CAPITAL MANAGEMENT, L.P.

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Attachments:

Exhibit A
Exhibit B

SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF HIGHLAND CAPITAL MANAGEMENT, L.P.

THIS SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP is entered into on this 31st day of December, 2004, to be effective as of February 29, 2004, by and among Strand Advisors, Inc., a Delaware corporation ("***Strand***"), as General Partner, and any Person hereinafter admitted as a Limited Partner.

Certain terms used in this Agreement are defined in Article 2.

W I T N E S S E T H:

WHEREAS, on July 7, 1997, Strand and Protective Asset Management, L.L.C. ("***PAM***") formed Ranger Asset Management, L.P. (the "***Partnership***"), pursuant to the Agreement of Limited Partnership of Ranger Asset Management, L.P. (the "***Original Agreement***");

WHEREAS, subsequent to the date of the formation of the Partnership, PAM and the Partnership merged, with the Partnership being the surviving entity;

WHEREAS, the Partners amended and restated the Original Agreement to reflect the transactions described above and to make certain other changes to the Original Agreement (the "***Amended Agreement***");

WHEREAS, on July 7, 1998, the Partnership filed a Certificate of Amendment of Certificate of Limited Partnership of Ranger Asset Management, L.P., changing its name from Ranger Asset Management, L.P. to Highland Capital Management, L.P.;

WHEREAS, James D. Dondero Transferred: (i) a 7% interest as a Limited Partner to The Get Good Trust on June 29, 2001; (ii) a 5% interest as a Limited Partner to The Get Good Trust on January 31, 2002; (iii) a 52% interest as a Limited Partner to The Get Better Trust on June 10, 2002; and (iv) a 10% interest as a Limited Partner to Canis Minor Trust on November 29, 2002;

WHEREAS, The Get Better Trust Transferred a 5% interest as a Limited Partner to James D. Dondero on September 25, 2003;

WHEREAS, Mark K. Okada Transferred: (i) a 7% interest as a Limited Partner to The Mark and Pamela Okada Family Trust—Exempt Trust #1 on June 30, 2000, and (ii) a 3% interest as a Limited Partner to The Mark and Pamela Okada Family Trust—Exempt Trust #2 on June 30, 2000;

WHEREAS, on February 29, 2004, the Partnership issued the following Partnership Interests that are treated as "profits interests" for federal income tax purposes to the following Persons who agreed to provide services to the Partnership: (i) a 0.303% interest as a Limited Partner to Bradford Borud; (ii) a 0.608% interest as a Limited Partner to Patrick Daugherty; (iii) a 0.544% interest as a Limited Partner to David Deadman; (iv) a 0.549% interest as a Limited Partner to R. Joseph Dougherty; (v) a 0.390% interest as a Limited Partner to Paul Kauffman; (vi) a 0.281% interest as a Limited Partner to John Morgan; (vii) a 0.426% interest as a Limited Partner to Kurtis Plumer; (viii) a 0.624% interest as a Limited Partner to Todd A. Travers; (ix) a 0.203% interest as a Limited Partner to David Walls; and (x) a 0.407% interest as a Limited Partner to John Yang; (collectively, the "***Profits Interest Partners***");

WHEREAS, on May 27, 2004, the Partnership, James D. Dondero, Mark K. Okada and their Affiliates entered into the Buy-Sell and Redemption Agreement to promote their mutual best interests by providing for certain obligations concerning the purchase of Partnership Interests by and among James D. Dondero, Mark K. Okada and their Affiliates upon the occurrence of certain events (the "***Original Buy-Sell and Redemption Agreement***");

WHEREAS, on December 31, 2004, the Partnership, James D. Dondero, Mark K. Okada and their Affiliates amended and restated the Original Buy-Sell and Redemption Agreement to include the Profits Interest Partners as parties to that agreement and to make certain other changes, all of which shall be effective as of February 29, 2004 (the "***Amended Buy-Sell and Redemption Agreement***");

WHEREAS, the Partners desire to amend and restate the Amended Agreement to (i) incorporate the February 29, 2004, admission of the Profits Interest Partners to the Partnership; (ii) incorporate the Amended Buy-Sell and Redemption Agreement; and (iii) to make certain other changes to the Amended Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE 1

GENERAL

1.1 Continuation. Subject to the provisions of this Agreement, the Partners hereby continue the Partnership as a limited partnership pursuant to the provisions of the Delaware Act. Except as expressly provided herein, the rights and obligations of the Partners and the administration and termination of the Partnership shall be governed by the Delaware Act.

1.2 Name. The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of Highland Capital Management, L.P. The General Partner, in its sole and unfettered discretion, may change the name of the Partnership at any time and from time to time and shall provide Limited Partners with written notice of such name change within twenty (20) days after such name change.

1.3 Purpose. The purpose and business of the Partnership shall be the conduct of any business or activity that may lawfully be conducted by a limited partnership organized pursuant to the Delaware Act. Any or all of the foregoing activities may be conducted directly by the Partnership or indirectly through another partnership, joint venture, or other arrangement.

1.4 Term. The Partnership was formed as a limited partnership on July 7, 1997, and shall continue until terminated pursuant to this Agreement.

1.5 Partnership Offices; Addresses of Partners.

(a) Partnership Offices. The registered office of the Partnership in the State of Delaware shall be 1013 Centre Road, Wilmington, Delaware 19805-1297, and its registered agent for service of process on the Partnership at that registered office shall be Corporation Service Company, or such other registered office or registered agent as the General Partner may from time to time designate. The principal office of the Partnership shall be Two Galleria Tower, 13455 Noel Road, Suite 1300, Dallas, Texas 75240, or such other place as the General Partner may from time to time designate. The Partnership may maintain offices at such other place or places as the General Partner deems advisable.

(b) Addresses of Partners. The address of the General Partner is Two Galleria Tower, 13455 Noel Road, Suite 1300, Dallas, Texas 75240. The address of each Limited Partner shall be the address of that Limited Partner appearing on the books and records of the Partnership. Each Limited Partner agrees to provide the General Partner with prompt written notice of any change in his/her/its address.

ARTICLE 2

DEFINITIONS

2.1 Definitions. The following definitions shall apply to the terms used in this Agreement, unless otherwise clearly indicated to the contrary in this Agreement:

"***Additional Capital Contribution***" has the meaning set forth in Section 3.1(b) of this Agreement.

"***Adjusted Capital Account Deficit***" means, with respect to any Partner, the deficit balance, if any, in the Capital Account of that Partner as of the end of the relevant Fiscal Year, or other relevant period, giving effect to all adjustments previously made thereto pursuant to Section 3.7 and further adjusted as follows: (i) credit to that Capital Account, any amounts which that Partner is obligated or deemed obligated to restore pursuant to any provision of this Agreement or pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c); (ii) debit to that Capital Account, the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6); and (iii) to the extent required under the Treasury Regulations, credit to that Capital Account (A) that Partner's share of "minimum gain" and (B) that Partner's share of "partner nonrecourse debt minimum gain." (Each Partner's share of the minimum gain and partner nonrecourse debt minimum gain shall be determined under Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5), respectively.)

"***Affiliate***" means any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. As used in this definition, the term "***control***" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting Securities, by contract or otherwise.

"***Agreement***" means this Second Amended and Restated Agreement of Limited Partnership, as it may be amended, supplemented, or restated from time to time.

"***Amended Buy-Sell and Redemption Agreement***" means that certain Amended and Restated Buy-Sell and Redemption Agreement, dated December 31, 2004, to be effective as of February 29, 2004, by and between the Partnership and its Partners, as may be amended, supplemented, or restated from time to time.

"***Business Day***" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States or the State of Texas shall not be regarded as a Business Day.

"***Capital Account***" means the capital account maintained for a Partner pursuant to Section 3.7(a).

"***Capital Contribution***" means, with respect to any Partner, the amount of money or property contributed to the Partnership with respect to the interest in the Partnership held by that Person.

"***Certificate of Limited Partnership***" means the Certificate of Limited Partnership filed with the Secretary of State of Delaware by the General Partner, as that Certificate may be amended, supplemented or restated from time to time.

"***Code***" means the Internal Revenue Code of 1986, as amended and in effect from time to time.

"***Default Loan***" has the meaning set forth in Section 3.1(c)(i).

"***Defaulting Partner***" has the meaning set forth in Section 3.1(c).

"***Delaware Act***" means the Delaware Revised Uniform Limited Partnership Act, Part IV, Title C, Chapter 17 of the Delaware Corporation Law Annotated, as it may be amended, supplemented or restated from time to time, and any successor to that Act.

"***Fiscal Year***" has the meaning set forth in Section 3.11(b).

"***Founding Partner Group***" means, collectively, Strand Advisors, Inc., Canis Minor Trust, James D. Dondero, The Get Good Trust, The Get Better Trust, Mark K. Okada, The Mark and Pamela Okada Family Trust-Exempt #1, and The Mark and Pamela Okada Family Trust-Exempt #2.

"***General Partner***" means any Person who (i) is referred to as such in the first paragraph of this Agreement, or has become a General Partner pursuant to the terms of this Agreement; and (ii) has not ceased to be a General Partner pursuant to the terms of this Agreement.

"***HCM Plan***" means the Second Amended and Restated HCM Services Long-Term Incentive Plan, established by Highland Capital Management Services, Inc., a Delaware corporation, as it may be amended, supplemented, or restated from time to time.

"***Limited Partner***" means any Person who (i) is referred to as such in the first paragraph of this Agreement, or has become a Limited Partner pursuant to the terms of this Agreement, and (ii) has not ceased to be a Limited Partner pursuant to the terms of this Agreement.

"***Liquidator***" has the meaning set forth in Section 5.3.

"***Losses***" means, for each Fiscal Year, the losses and deductions of the Partnership determined in accordance with accounting principles consistently applied from year to year employed under the Partnership's method of accounting and as reported, separately or in the aggregate, as appropriate, on the Partnership's information tax return filed for federal income tax purposes, plus any expenditures described in Code Section 705(a)(2)(B).

"***Majority Interest***" means the owners of more than fifty percent (50%) of the Percentage Interests of Limited Partners.

"***New Issues***" means Securities that are considered to be "new issues," as defined in the Conduct Rules of the National Association of Securities Dealers, Inc.

"***Nonrecourse Deduction***" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(1), as computed under Treasury Regulations Section 1.704-2(c).

"***Nonrecourse Liability***" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"***Partner***" means a General Partner or a Limited Partner.

"***Partner Nonrecourse Debt***" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(4).

"***Partner Nonrecourse Deductions***" has the meaning set forth in Treasury Regulations Section 1.704-2(i)(2).

"***Partner Nonrecourse Debt Minimum Gain***" has the meaning set forth in Treasury Regulations Section 1.704-2(i)(5).

"***Partnership***" means Highland Capital Management, L.P., the Delaware limited partnership established pursuant to this Agreement.

"***Partnership Capital***" means, as of any relevant date, the net book value of the Partnership's assets, as determined by the General Partner in its sole and unfettered discretion.

"***Partnership Interest***" means the interest acquired by a Partner in the Partnership including, without limitation, that Partner's right: (a) to an allocable share of the Profits, Losses, deductions, and credits of the Partnership; (b) to a distributive share of the assets of the Partnership; (c) if a Limited Partner, to vote on those matters described in this Agreement; and (d) if the General Partner, to manage and operate the Partnership.

"***Partnership Minimum Gain***" has the meaning set forth in Treasury Regulations Section 1.704-2(d).

"***Percentage Interest***" means the percentage set forth opposite each Partner's name on Exhibit A, as such Exhibit may be amended from time to time in accordance with this Agreement.

"***Person***" means an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.

"***Profits***" means, for each Fiscal Year, the income and gains of the Partnership determined in accordance with accounting principles consistently applied from year to year employed under the Partnership's method of accounting and as reported, separately or in the aggregate, as appropriate, on the Partnership's information tax return filed for federal income tax purposes, plus any income described in Code Section 705(a)(1)(B).

"***Profits Interest Partner***" means, (i) Bradford Borud, Patrick Daugherty, David Deadman, R. Joseph Dougherty, Paul Kauffman, John Morgan, Kurtis Plumer, Todd A. Travers, David Walls, and John Yang; and (ii) any other Person who is issued a Partnership Interest that is treated as a "profits interest" for federal income tax purposes.

"***Record Date***" means the date established by the General Partner for determining the identity of Limited Partners entitled to vote or give consent to Partnership action or entitled to exercise rights in respect of any other lawful action of Limited Partners.

"***Securities***" means the following: (i) securities of any kind (including, without limitation, "securities" as that term is defined in Section 2(a)(1) of the Securities Act; (ii) commodities of any kind (as that term is defined by the U.S. Securities Laws and the rules and regulations promulgated thereunder); (iii) any contracts for future or forward delivery of any security, commodity or currency; (iv) any contracts based on any securities or group of securities, commodities or currencies; (v) any

options on any contracts referred to in clauses (iii) or (iv); or (vi) any evidences of indebtedness (including participations in or assignments of bank loans or trade credit claims). The items set forth in clauses (i) through (vi) herein include, but are not limited to, capital stock, common stock, preferred stock, convertible securities, reorganization certificates, subscriptions, warrants, rights, options, puts, calls, bonds, mutual fund interests, debentures, notes, certificates of deposit, letters of credit, bankers acceptances, trust receipts and other securities of any corporation or other entity, whether readily marketable or not, rights and options, whether granted or written by the Partnership or by others, treasury bills, bonds and notes, any securities or obligations issued or guaranteed by the United States or any foreign country or any state or possession of the United States or any foreign country or any political subdivision or agency or instrumentality of any of the foregoing, and derivatives of any of the foregoing.

"***Securities Act***" means the Securities Act of 1933, as amended, and any successor to such statute.

"***Substitute Limited Partner***" has the meaning set forth in Section 4.6(a).

"***Transfer***" or derivations thereof, of a Partnership Interest means, as a noun, the transfer, sale, assignment, exchange, pledge, hypothecation or other disposition of a Partnership Interest, or any part thereof, directly or indirectly, and as a verb, voluntarily or involuntarily to transfer, sell, assign, exchange, pledge, hypothecate or otherwise dispose of.

"***Treasury Regulations***" means the Department of Treasury Regulations promulgated under the Code, as amended and in effect (including corresponding provisions of succeeding regulations).

2.2 Other Definitions. All terms used in this Agreement that are not defined in this Article 2 have the meanings contained elsewhere in this Agreement.

ARTICLE 3

FINANCIAL MATTERS

3.1 Capital Contributions.

(a) Initial Capital Contributions. The initial Capital Contribution of each Partner shall be set forth in the books and records of the Partnership.

(b) Additional Capital Contributions.

(i) The General Partner, in its reasonable discretion and for a *bona fide* business purpose, may request in writing that the Partners make additional Capital Contributions in proportion to their Percentage Interests (each, an "***Additional Capital Contribution***").

(ii) Any failure by a Partner to make an Additional Capital Contribution requested under Section 3.1(b)(i) on or before the date on which that Additional Capital Contribution was due shall result in the Partner being in default.

(iii) Any Additional Capital Contribution (of more than a *de minimis* amount) shall cause a revaluation of the Partnership as set forth in Section 3.7(f).

(c) Consequences to Defaulting Partners. In the event a Partner is in default under Section 3.1(b) (a "***Defaulting Partner***"), the Defaulting Partner, in its sole and unfettered discretion, may elect to take either one of the option set forth below.

(i) Default Loans. If the Defaulting Partner so elects, the General Partner shall make a loan to the Defaulting Partner in an amount equal to that Defaulting Partner's additional capital contribution (a "***Default Loan***"). A Default Loan shall be deemed advanced on the date actually advanced. Default Loans shall earn interest on the outstanding principal amount thereof at a rate equal to the Applicable Federal Mid-Term Rate (determined by the Internal Revenue Service for the month in which the loan is deemed made) from the date actually advanced until the same is repaid in full. The term of any Default Loan shall be six (6) months, unless otherwise extended by the General Partner in its sole and unfettered discretion. If the General Partner makes a Default Loan, the Defaulting Partner shall not receive any distributions pursuant to Section 3.9(a) or Section 5.3 or any proceeds from the Transfer of all or any part of its Partnership Interest while the Default Loan remains unpaid. Instead, the Defaulting Partner's share of distributions or such other proceeds shall (until all Default Loans and interest thereon shall have been repaid in full) first be paid to the General Partner. Such payments shall be applied first to the payment of interest on such Default Loans and then to the repayment of the principal amounts thereof, but shall be considered, for all other purposes of this Agreement, to have been distributed to the Defaulting Partner. The Defaulting Partner shall be liable for the reasonable fees and expenses incurred by the General Partner (including, without limitation, reasonable attorneys' fees and disbursements) in connection with any enforcement or foreclosure upon any Default Loan and such costs shall, to the extent enforceable under applicable law, be added to the principal amount of the applicable Default Loan. In addition, at any time during the term of such Default Loan, the Defaulting Partner shall have the right to repay, in full, the Default Loan (including interest and any other charges). If the General Partner makes a Default Loan, the Defaulting Partner shall be deemed to have pledged to the General Partner and granted to the General Partner a continuing first priority security interest in, all of the Defaulting Partner's Partnership Interest to secure the payment of the principal of, and interest on, such Default Loan in accordance with the provisions hereof, and for such purpose this Agreement shall constitute a security agreement. The Defaulting Partner shall promptly execute, acknowledge and deliver such financing statements, continuation statements or other documents and take such other actions as the General Partner shall request in writing in order to perfect or continue the perfection of such security interest; and, if the Defaulting Partner shall fail to do so within seven (7) days after the Defaulting Partner's receipt of a notice making demand therefor, the General Partner is hereby appointed the attorney-in-fact of, and is hereby authorized on behalf of, the Defaulting Partner, to execute, acknowledge and deliver all such documents and take all such other actions as may be required to perfect such security interest. Such appointment and authorization are coupled with an interest and shall be irrevocable. The General Partner shall, prior to exercising any right or remedy (whether at law, in equity or pursuant to the terms hereof) available to it in connection with such security interest, provide to the Defaulting Partner a notice, in reasonable detail, of the right or remedy to be exercised and the intended timing of such exercise which shall not be less than five (5) days following the date of such notice.

(ii) Reduction of Percentage Interest. If the Defaulting Partner does not elect to obtain a Default Loan pursuant to Section 3.1(c)(i), the General Partner shall reduce the Defaulting Partner's Percentage Interest in accordance with the following formula:

> The Defaulting Partner's new Percentage Interest shall equal the product of (1) the Defaulting Partner's current Percentage Interest, multiplied by (2) the quotient of (a) the current Capital Account of the Defaulting Partner (with such Capital Account determined after taking into account a revaluation of the Capital Accounts immediately prior to such determination), divided by (b) the sum of (i) the current Capital Account of the Defaulting Partner (with such Capital Account determined after taking into account a revaluation of the Capital Accounts immediately prior to such determination), plus (ii) the amount of the additional capital contribution that such Defaulting Partner failed to make when due.

To the extent any downward adjustment is made to the Percentage Interest of a Partner pursuant to this Section 3.1(c)(ii), any resulting benefit shall accrue to the Partners (other than the Defaulting Partner) in proportion to their respective Percentage Interests.

3.2 Allocations of Profits and Losses.

(a) Allocations of Profits. Except as provided in Sections 3.4, 3.5, and 3.6, Profits for any Fiscal Year will be allocated to the Partners as follows:

(i) First, to the Partners until cumulative Profits allocated under this Section 3.2(a)(i) for all prior periods equal the cumulative Losses allocated to the Partners under Section 3.2(b)(iii) for all prior periods in the inverse order in which such Losses were allocated; and

(ii) Next, to the Partners until cumulative Profits allocated under this Section 3.2(a)(ii) for all prior periods equal the cumulative Losses allocated to the Partners under Section 3.2(b)(ii) for all prior periods in the inverse order in which such Losses were allocated; and

(iii) Then, to all Partners in proportion to their respective Percentage Interests.

Notwithstanding the foregoing, the General Partner, in its sole and unfettered discretion, may allocate up to ten percent (10%) of the Profits for each Fiscal Year among the Profits Interest Partners in any manner it deems appropriate (the "***Reallocation Amount***"). The General Partner shall make such allocation by April 1 of the succeeding Fiscal Year. The General Partner shall have the authority to allocate taxable items under this Article 3 in any manner it deems appropriate to account for these allocations of the Reallocation Amount.

(b) Allocations of Losses. Except as provided in Sections 3.4, 3.5, and 3.6, Losses for any Fiscal Year will be will be allocated as follows:

(i) First, to the Partners until cumulative Losses allocated under this Section 3.2(b)(i) for all prior periods equal the cumulative Profits allocated to the Partners under Section 3.2(a)(iii) for all prior periods in the inverse order in which such Profits were allocated; and

(ii) Next, to the Partners in proportion to their respective positive Capital Account balances until the aggregate Capital Account balances of the Partners (excluding any negative Capital Account balances) equal zero; and

(iii) Then, to all Partners in proportion to their respective Percentage Interests.

(c) Limitation on Loss Allocations. If any allocation of Losses would cause a Partner to have an Adjusted Capital Account Deficit, those Losses instead shall be allocated to the General Partner.

3.3. Allocations on Transfers. Taxable items of the Partnership attributable to a Partnership Interest that has been Transferred (including the simultaneous decrease in the Partnership Interest of existing Partners resulting from the admission of a new Partner) shall be allocated between the transferor and the transferee as follows: (i) for the months before the Transfer, to the transferor; (ii) for the months after the Transfer, to the transferee; and (iii) for the month of the Transfer, to the transferee if the Transfer occurs on or before the fifteenth (15^{th}) day of the month and to the transferor if the Transfer occurs thereafter. For purposes of the above allocation, taxable items of the Partnership shall be allocated

equally among the months of the Fiscal Year without regard to the operations of the Partnership during those months. Distributions of assets of the Partnership with respect to a Partnership Interest shall be made only to the Persons who, according to the records of the Partnership, are the owners, on the actual date of distribution, of the Partnership Interests with respect to which the distributions are made. No liability shall result from making distributions in accordance with the provisions of the preceding sentence, whether or not the General Partner or the Partnership has knowledge or notice of a Transfer or purported Transfer of ownership of a Partnership Interest.

3.4. Special Allocations. If the requisite stated conditions or facts are present, the following special allocations shall be made in the following order:

(a) Partnership Minimum Gain Chargeback. Notwithstanding any other provision of this Article 3, if there is a net decrease in Partnership Minimum Gain during any taxable year or other period for which allocations are made, prior to any other allocation under this Agreement, each Partner shall be specially allocated items of Partnership income and gain for that period (and, if necessary, subsequent periods) in proportion to, and to the extent of, an amount equal to that Partner's share of the net decrease in Partnership Minimum Gain during that year determined in accordance with Treasury Regulations Section 1.704-2(g)(2). The items to be allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(g). This Section 3.4(a) is intended to comply with the partnership minimum gain chargeback requirements of the Treasury Regulations and shall be subject to all exceptions provided therein.

(b) Partner Nonrecourse Debt Minimum Gain Chargeback. Notwithstanding any other provision of this Article 3 (other than Section 3.4(a)), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain with respect to a Partner Nonrecourse Debt during any taxable year or other period for which allocations are made, any Partner with a share of such Partner Nonrecourse Debt Minimum Gain as of the beginning of the year shall be specially allocated items of Partnership income and gain for that period (and, if necessary, subsequent periods in an amount equal to that Partner's share of the net decrease in the Partner Nonrecourse Debt Minimum Gain during that year determined in accordance with Treasury Regulations Section 1.704-2(g)(2). The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(g). This Section 3.4(b) is intended to comply with the partner nonrecourse debt minimum gain chargeback requirements of the Treasury Regulations, shall be interpreted consistently with the Treasury Regulations and shall be subject to all exceptions provided therein.

(c) Qualified Income Offset. If a Partner unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (d)(5) or (d)(6), then items of Partnership income and gain shall be specially allocated to each such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of the Partner as quickly as possible; *provided, however*, an allocation pursuant to this Section 3.4(c) shall be made if and only to the extent that the Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 3 have been tentatively made without considering this Section 3.4(c).

(d) Gross Income Allocation. If a Partner has a deficit Capital Account at the end of any Fiscal Year of the Partnership that exceeds the sum of (i) the amount the Partner is obligated to restore, and (ii) the amount the Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), then each such Partner shall be specially allocated items of income and gain of the Partnership in the amount of the excess as quickly as possible; *provided, however*, an allocation pursuant to this Section 3.4(d) shall be made if and only to the extent that the Partner would have a deficit Capital Account in excess of that sum after all other

allocations provided for in this Article 3 have been tentatively made without considering Section 3.4(c) or 3.4(d).

(e) Nonrecourse Deductions. Nonrecourse Deductions for any taxable year or other period for which allocations are made shall be allocated among the Partners in accordance with their Percentage Interests.

(f) Partner Nonrecourse Deductions. Notwithstanding anything to the contrary in this Agreement, any Partner Nonrecourse Deductions for any taxable year or other period for which allocations are made will be allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which the Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

(g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any asset of the Partnership under Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) and that gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Treasury Regulations.

3.5. Curative Allocations. The "***Basic Regulatory Allocations***" consist of (i) the allocations pursuant to Section 3.2(c), and (ii) the allocations pursuant to Sections 3.4. Notwithstanding any other provision of this Agreement, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Partners so that, to the extent possible, the net amount of the allocations of other items and the Basic Regulatory Allocations to each Partner shall be equal to the net amount that would have been allocated to each such Partner if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Section 3.5 shall be made only with respect to allocations pursuant to Section 3.4(g) to the extent that it can reasonably be determined that those allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

3.6. Allocations of Built-in Items. In accordance with Code Sections 704(b) and 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to property actually or constructively contributed to the capital of the Partnership (for example, as set forth in Section 3.7(f)) shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation at the time of the contribution between the tax basis of the property to the Partnership and the fair market value of that property. Except as otherwise provided herein, any elections or other decisions relating to those allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intent of this Agreement. Allocations of income, gain, loss and deduction pursuant to this Section 3.6 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, the Capital Account of any Partner or the share of Profits, Losses, other tax items or distributions of any Partner pursuant to any provision of this Agreement.

3.7 Capital Accounts.

(a) Maintenance of Capital Accounts. The Partnership shall establish and maintain a separate capital account ("***Capital Account***") for each Partner in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv) and in accordance with the provisions set forth in this Section 3.7; *provided, however*, the General Partner shall "book-up" or "book-down" the Capital Accounts of the Partners in accordance with Section 3.7(f).

(i) The Capital Account balance of each Partner shall be credited (increased) by (A) the amount of cash contributed by that Partner to the capital of the Partnership, (B) the fair market value of property contributed by that Partner to the capital of the Partnership (net of liabilities secured by that contributed property that the Partnership assumes or takes subject to under Code Section 752), and (C) that Partner's allocable share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Sections 3.4 and 3.5; and

(ii) The Capital Account balance of each Partner shall be debited (decreased) by (A) the amount of cash distributed to that Partner by the Partnership, (B) the fair market value of property distributed to that Partner by the Partnership (net of liabilities secured by that distributed property that such Partner assumes or takes subject to under Code Section 752), (C) that Partner's allocable share of expenditures of the Partnership described in Code Section 705(a)(2)(B), and (D) that Partner's allocable share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Sections 3.2, 3.4 and 3.5.

The provisions of this Section 3.7 and the other provisions of this Agreement relating to the maintenance of Capital Accounts have been included in this Agreement to comply with Code Section 704(b) and the Treasury Regulations promulgated thereunder and will be interpreted and applied in a manner consistent with those provisions. The General Partner may modify the manner in which the Capital Accounts are maintained under this Section 3.7 in order to comply with those provisions, as well as upon the occurrence of events that might otherwise cause this Agreement not to comply with those provisions.

(b) Negative Capital Accounts. If any Partner has a deficit balance in its Capital Account, that Partner shall have no obligation to restore that negative balance or to make any Capital Contribution by reason thereof, and that negative balance shall not be considered an asset of the Partnership or of any Partner.

(c) Interest. No interest shall be paid by the Partnership on Capital Contributions or on balances in Capital Accounts.

(d) No Withdrawal. No Partner shall be entitled to withdraw any part of his/her/its Capital Contribution or his/her/its Capital Account or to receive any distribution from the Partnership, except as provided in Section 3.9 and Article 5.

(e) Loans From Partners. Loans by a Partner to the Partnership shall not be considered Capital Contributions.

(f) Revaluations. The General Partner shall "book-up" or "book-down" the Capital Accounts of the Partners to their fair market values, regardless of the rules set forth in Treasury Regulations Section 1.704(c)-1(b)(2)(iv)(f), at the following times: (i) immediately prior to (A) a Capital Contribution (of more than a *de minimis* amount) to the Partnership by a new or existing Partner as consideration for a Partnership Interest, (B) the liquidation of the Partnership or a distribution of property (of more than a *de minimis* amount) by the Partnership to a retiring or continuing Partner as consideration for a Partnership Interest, or (C) the issuance of a new Partnership Interest (other than a *de minimis* amount) as consideration of the provision of services to or for the benefit of the Partnership by an existing Partner acting in a Partner capacity or by a new Partner acting in a partner capacity or in anticipation of being a Partner, and (ii) on January 1 of each Fiscal Year. The resulting increase or decrease in the Capital Accounts of each Partner shall be treated as a Code Section 704(c) item.

(g) Capital Accounts as of February 29, 2004. The Partners hereby acknowledge that, on February 29, 2004, after the Partnership's issuance of Partnership Interests to Profits Interest Partners:

(i) The Partnership "booked-up" the Capital Account of each Partner that is a member of the Founding Partner Group to its fair market value, and the resulting increase or decrease in the Capital Accounts of each Partner that is a member of the Founding Partner Group was treated as a Code Section 704(c) item. On February 29, 2004, the "book" Capital Account for each Partner that is a member of the Founding Partner Group is set forth below:

Strand Advisors, Inc.	$1,250,000
Canis Minor Trust	$12,500,000
James D. Dondero	$6,250,000
The Get Good Trust	$15,000,000
The Get Better Trust	$58,750,000
The Mark and Pamela Okada Family Trust-Exempt #1	$8,750,000
The Mark and Pamela Okada Family Trust-Exempt #2	$3,750,000
Mark K. Okada	$18,750,000
TOTAL	$125,000,000

(ii) On February 29, 2004, each Profits Interest Partner had a Capital Account balance of zero (0).

3.8 Distributive Share for Tax Purposes. Items of Partnership gain or loss recognized for federal income tax purposes and arising from Securities will be allocated among the Partners in accordance with the methods set forth in Treasury Regulations Section 1.704-3(e)(3) promulgated under Code Section 704(c). All other items of income, deduction, gain, loss or credit that are recognized for federal income tax purposes will be allocated amount the Partners in accordance with the allocations of Profits and Losses hereunder as determined by the General Partner in its sole and unfettered discretion. Notwithstanding the foregoing, the General Partner will (i) as to each New Issue, specially allocate to the Partners who were allocated New Issue Profit from that New Issue any short-term capital gains realized during the Fiscal Year upon the disposition of such New Issue during that Fiscal Year, and (ii) specially allocate items of gain (or loss) to Partners who withdraw capital during any Fiscal Year in a manner designed to ensure that each withdrawing Partner is allocated gain (or loss) in an amount equal to the difference between that Partner's Capital Account balance (or portion thereof being withdrawn) at the time of the withdrawal and the tax basis for his/her/ its Partnership Interest at that time (or proportionate amount thereof); *provided, however*, that the General Partner may, without the consent of any other Partner, (a) alter the allocation of any item of taxable income, gain, loss, deduction or credit in any specific instance where the General Partner, in its sole and unfettered discretion, determines such alteration to be necessary or appropriate to avoid a materially inequitable result (*e.g.*, where the allocation would create an inappropriate tax liability); and/or (b) adopt whatever other method of allocating tax items as the General Partner determines is necessary or appropriate in order to be consistent with the spirit and intent of the Treasury Regulations under Code Sections 704(b) and 704(c).

3.9 Distributions.

(a) General. The General Partner shall review the Partnership's accounts at the end of each calendar quarter to determine whether distributions are appropriate. The General Partner may make such distributions as it may determine in its sole and unfettered discretion, without being limited to current or accumulated income or gains, but no such distribution shall be made out of funds required to make current payments on Partnership indebtedness. The Partnership has entered into one or more credit facilities with financial institutions that may limit the amount and timing of distributions to the Partners. Thus, the Partners acknowledge that distributions from the Partnership may be limited. Except to the extent Sections 5.3 or 5.4 are applicable, all distributions pursuant to this Section 3.9 shall generally be made in proportion to the Partners' Capital Accounts; *provided, however*, the General Partner may, in its

sole and unfettered discretion, make a disproportionate distribution to a Partner to the extent that Partner has (or is anticipated to have by the end of the current Fiscal Year) a sufficient positive balance in his/her/its Capital Account therefor; *provided, further*, the maximum amount per Fiscal Year that the General Partner may distribute to a member of the Founding Partner Group in a disproportionate distribution is ten percent (10%) of Partnership Capital.

(b) Tax Distributions. The General Partner shall promptly declare and make cash distributions pursuant hereto to the Partners to allow the federal and state income tax attributable to the Partnership's taxable income that is passed through the Partnership to the Partners to be paid by such Partners (a "***Tax Distribution***"). To satisfy this requirement, the Partnership shall pay to each Partner on or before April 14 of each Fiscal Year, an amount at least equal to the product of (i) the sum of the Partnership's positive taxable income attributed to that Partner during the prior Fiscal Year (including without limitation, the taxable income attributable to the special allocation of Profits constituting the Reallocation Amount) multiplied by (ii) the sum of the highest federal and state individual income tax rates imposed on any Partner in effect that prior Fiscal Year. Any Tax Distribution to a Partner shall reduce the amount that Partner is otherwise entitled to receive on its next distribution pursuant to Section 3.9(a).

(c) Payments Not Deemed Distributions. Any amounts paid pursuant to Sections 4.1(e) or 4.1(h) shall not be deemed to be distributions for purposes of this Agreement.

(d) Withheld Amounts. Notwithstanding any other provision of this Section 3.9 to the contrary, each Partner hereby authorizes the Partnership to withhold and to pay over, or otherwise pay, any withholding or other taxes payable by the Partnership with respect to that Partner as a result of that Partner's participation in the Partnership. If and to the extent that the Partnership shall be required to withhold or pay any such taxes, that Partner shall be deemed for all purposes of this Agreement to have received a payment from the Partnership as of the time that withholding or tax is paid, which payment shall be deemed to be a distribution with respect to that Partner's Partnership Interest to the extent that the Partner (or any successor to that Partner's Partnership Interest) is then entitled to receive a distribution. To the extent that the aggregate of such payments to a Partner for any period exceeds the distributions to which that Partner is entitled for that period, the amount of such excess shall be considered a loan from the Partnership to that Partner. Such loan shall bear interest (which interest shall be treated as an item of income to the Partnership) at the "Applicable Federal Rate" (as defined in the Code), as determined hereunder from time to time, until discharged by that Partner by repayment, which may be made in the sole and unfettered discretion of the General Partner out of distributions to which that Partner would otherwise be subsequently entitled. Any withholdings authorized by this Section 3.9(d) shall be made at the maximum applicable statutory rate under the applicable tax law unless the General Partner shall have received an opinion of counsel or other evidence satisfactory to the General Partner to the effect that a lower rate is applicable, or that no withholding is applicable.

3.10 Compensation and Reimbursement of General Partner.

(a) Compensation. The General Partner and any Affiliate of the General Partner shall receive no compensation from the Partnership for services rendered pursuant to this Agreement or any other agreements unless approved by a Majority Interest.

(b) Reimbursement for Expenses. In addition to amounts paid under other Sections of this Agreement, the General Partner and its Affiliates shall be reimbursed for all expenses, disbursements, and advances incurred or made, and all fees, deposits, and other sums paid in connection with the organization and operation of the Partnership, the qualification of the Partnership to do business, and all related matters.

3.11 Books, Records, Accounting, and Reports.

(a) Records and Accounting. The General Partner shall keep or cause to be kept appropriate books and records with respect to the Partnership's business, which shall at all times be kept at the principal office of the Partnership or such other office as the General Partner may designate for such purpose. The books of the Partnership shall be maintained for financial reporting purposes on the accrual basis or on a cash basis, as the General Partner shall determine in its sole and unfettered discretion, in accordance with generally accepted accounting principles and applicable law.

(b) Fiscal Year. The fiscal year of the Partnership shall be the calendar year unless otherwise determined by the General Partner in its sole and unfettered discretion.

(c) Reports.

(i) As soon as reasonably practicable after the end of each Fiscal Year, the General Partner shall cause to be mailed to each Partner reports containing financial statements of the Partnership for that Fiscal Year, presented on cash or accrual basis, including a balance sheet and statement of income and, if the General Partner shall so determine, in its sole and unfettered discretion, such statements may be audited by a firm of independent public accountants selected by the General Partner.

(ii) As soon as reasonably practicable after the end of each fiscal quarter of the Partnership, the General Partner shall, if it shall so determine in its sole and unfettered discretion, cause to be mailed to each Partner a report containing such financial information for that calendar quarter as the General Partner deems appropriate.

(d) Other Information. The General Partner may release information concerning the operations of the Partnership to any financial institution or other Person that has loaned or may loan funds to the Partnership or the General Partner or any of its Affiliates, and may release such information to any other Person for reasons reasonably related to the business and operations of the Partnership or as required by law or regulation of any regulatory body.

3.12 Tax Matters.

(a) Tax Returns. The General Partner shall arrange for the preparation and timely filing of all returns of Partnership income, gain, loss, deduction, credit and other items necessary for federal, state and local income tax purposes. The General Partner shall deliver to each Partner as copy of his/her/its IRS Form K-1 as soon as practicable after the end of the Fiscal Year, but in no event later than October 1. The classification, realization, and recognition of income, gain, loss, deduction, credit and other items shall be on the cash or accrual method of accounting for federal income tax purposes, as the General Partner shall determine in its sole and unfettered discretion. The General Partner in its sole and unfettered discretion may pay state and local income taxes attributable to operations of the Partnership and treat such taxes as an expense of the Partnership.

(b) Tax Elections. Except as otherwise provided herein, the General Partner shall, in its sole and unfettered discretion, determine whether to make any available tax election.

(c) Tax Controversies. Subject to the provisions hereof, the General Partner is designated the Tax Matters Partner (as defined in Code Section 6231), and is authorized and required to represent the Partnership, at the Partnership's expense, in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to

expend Partnership funds for professional services and costs associated therewith. Each Partner agrees to cooperate with the General Partner in connection with such proceedings.

(d) Taxation as a Partnership. No election shall be made by the Partnership or any Partner for the Partnership to be excluded from the application of any of the provisions of Subchapter K, Chapter l of Subtitle A of the Code or from any similar provisions of any state tax laws.

ARTICLE 4

RIGHTS AND OBLIGATIONS OF PARTNERS

4.1 Rights and Obligations of the General Partner. In addition to the rights and obligations set forth elsewhere in this Agreement, the General Partner shall have the following rights and obligations:

(a) Management. The General Partner shall conduct, direct, and exercise full control of over all activities of the Partnership. Except as otherwise expressly provided in this Agreement, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner, and Limited Partners shall have no right of control over the business and affairs of the Partnership. In addition to the powers now or hereafter granted to a general partner of a limited partnership under applicable law or that are granted to the General Partner under any provision of this Agreement, the General Partner shall have full power and authority to do all things deemed necessary or desirable by it to conduct the business of the Partnership, including, without limitation: (i) the determination of the activities in which the Partnership will participate; (ii) the performance of any and all acts necessary or appropriate to the operation of any business of the Partnership (including, without limitation, purchasing and selling any asset, any debt instruments, any equity interests, any commercial paper, any note receivables and any other obligations); (iii) the procuring and maintaining of such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the General Partner; (iv) the acquisition, disposition, sale, mortgage, pledge, encumbrance, hyphothecation, of exchange of any or all of the assets of the Partnership; (v) the execution and delivery on behalf of, and in the name of the Partnership, deeds, deeds of trust, notes, leases, subleases, mortgages, bills of sale and any and all other contracts or instruments necessary or incidental to the conduct of the Partnership's business; (vi) the making of any expenditures, the borrowing of money, the guaranteeing of indebtedness and other liabilities, the issuance of evidences of indebtedness, and the incurrence of any obligations it deems necessary or advisable for the conduct of the activities of the Partnership, including, without limitation, the payment of compensation and reimbursement to the General Partner and its Affiliates pursuant to Section 3.10; (vii) the use of the assets of the Partnership (including, without limitation, cash on hand) for any Partnership purpose on any terms it sees fit, including, without limitation, the financing of operations of the Partnership, the lending of funds to other Persons, and the repayment of obligations of the Partnership; (viii) the negotiation, execution, and performance of any contracts that it considers desirable, useful, or necessary to the conduct of the business or operations of the Partnership or the implementation of the General Partner's powers under this Agreement; (ix) the distribution of Partnership cash or other assets; (x) the selection, hiring and dismissal of employees, attorneys, accountants, consultants, contractors, agents and representatives and the determination of their compensation and other teens of employment or hiring; (xi) the formation of any further limited or general partnerships, joint ventures, or other relationships that it deems desirable and the contribution to such partnerships, ventures, or relationships of assets and properties of the Partnership; and (xii) the control of any matters affecting the rights and obligations of the Partnership, including, without limitation, the conduct of any litigation, the incurring of legal expenses, and the settlement of claims and suits.

(b) Certificate of Limited Partnership. The General Partner caused the Certificate of Limited Partnership of the Partnership to be filed with the Secretary of State of Delaware as required by the Delaware Act and shall cause to be filed such other certificates or documents (including, without limitation, copies, amendments, or restatements of this Agreement) as may be determined by the General Partner to be reasonable and necessary or appropriate for the formation, qualification, or registration and operation of a limited partnership (or a partnership in which Limited Partners have limited liability) in the State of Delaware and in any other state where the Partnership may elect to do business.

(c) Reliance by Third Parties. Notwithstanding any other provision of this Agreement to the contrary, no lender or purchaser or other Person, including any purchaser of property from the Partnership or any other Person dealing with the Partnership, shall be required to verify any representation by the General Partner as to its authority to encumber, sell, or otherwise use any assess or properties of the Partnership, and any such lender, purchaser, or other Person shall be entitled to rely exclusively on such representations and shall be entitled to deal with the General Partner as if it were the sole party in interest therein, both legally and beneficially. Each Limited Partner hereby waives any and all defenses or other remedies that may be available against any such lender, purchaser, or other Person to contest, negate, or disaffirm any action of the General Partner in connection with any such sale or financing. In no event shall any Person dealing with the General Partner or the General Partner's representative with respect to any business or property of the Partnership be obligated to ascertain that the terms of this Agreement have been complied with, and each such Person shall be entitled to rely on the assumptions that the Partnership has been duly formed and is validly in existence. In no event shall any such Person be obligated to inquire into the necessity or expedience of any act or action of the General Partner or the General Partner's representative, and every contract, agreement, deed, mortgage, security agreement, promissory note, or other instrument or document executed by the General Partner or the General Partner's representative with respect to any business or property of the Partnership shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (i), at the time of the execution and delivery thereof, this Agreement was in full force and effect; (ii) such instrument or document was duly executed in accordance with the terms and provisions of this Agreement and is binding upon the Partnership; and (iii) the General Partner or the General Partner's representative was duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the Partnership.

(d) Partnership Funds. The funds of the Partnership shall be deposited in such account or accounts as are designated by the General Partner. The General Partner may, in its sole and unfettered discretion, deposit funds of the Partnership in a central disbursing account maintained by or in the name of the General Partner, the Partnership, or any other Person into which funds of the General Partner, the Partnership, on other Persons are also deposited; *provided, however*, at all times books of account are maintained that show the amount of funds of the Partnership on deposit in such account and interest accrued with respect to such funds as credited to the Partnership. The General Partner may use the funds of the Partnership as compensating balances for its benefit; *provided, however*, such funds do not directly or indirectly secure, and are not otherwise at risk on account of, any indebtedness or other obligation of the General Partner or any director, officer, employee, agent, representative, or Affiliate thereof. Nothing in this Section 4.l(d) shall be deemed to prohibit or limit in any manner the right of the Partnership to lend funds to the General Partner or any Affiliate thereof pursuant to Section 4.l(e)(i). All withdrawals from or charges against such accounts shall be made by the General Partner or by its representatives. Funds of the Partnership may be invested as determined by the General Partner in accordance with the terms and provisions of this Agreement.

(e) Loans to or from General Partner; Contracts with Affiliates; Joint Ventures.

(i) The General Partner or any Affiliate of the General Partner may lend to the Partnership funds needed by the Partnership for such periods of time as the General Partner may

determine; *provided, however*, the General Partner or its Affiliate may not charge the Partnership interest at a rate greater than the rate (including points or other financing charges or fees) that would be charged the Partnership (without reference to the General Partner's financial abilities or guaranties) by unrelated lenders on comparable loans. The Partnership shall reimburse the General Partner or its Affiliate, as the case may be, for any costs incurred by the General Partner or that Affiliate in connection with the borrowing of funds obtained by the General Partner or that Affiliate and loaned to the Partnership.

(ii) The Partnership may loan funds to the General Partner and any Affiliate thereof; *provided, however*, if the amount of that proposed loan exceeds twenty percent (20%) of the aggregate Capital Account balances of the General Partner and its Affiliates, then any Limited Partner may elect to borrow his/her/its pro rata portion of the sum of (a) the amount of the proposed loan minus (b) twenty percent (20%) of the aggregate Capital Account balances of the General Partner and its Affiliates, on the same terms and conditions as the General Partner and/or its Affiliate, as appropriate, and such loan shall be secured by only that Limited Partner's Partnership Interest.

(iii) The General Partner or any of its Affiliates may enter into an agreement with the Partnership to render services, including management services, for the Partnership. Any service rendered for the Partnership by the General Partner or any Affiliate thereof shall be on terms that are fair and reasonable to the Partnership.

(iv) The Partnership may Transfer any assets to joint ventures or other partnerships in which it is or thereby becomes a participant upon terms and subject to such conditions consistent with applicable law as the General Partner deems appropriate.

(v) If requested by a Profits Interest Partner, the Partnership shall lend funds to that Profits Interest Partner in an amount up to the excess of (a) the aggregate amount that would have been distributed to that Profits Interest Partner pursuant to Section 3.9 since first becoming a Profits Interest Partner, if each such distribution made by the Partnership pursuant to Section 3.9 since first becoming a Profits Interest Partner were made in accordance with Percentage Interests in effect at the time of each such distribution over (ii) the aggregate amount actually distributed to such Profits Interest Partner pursuant to Section 3.9 since first becoming a Profits Interest Partner (for this purpose, not taking into account distributions attributable to the special allocations with respect to the Reallocation Amounts). Each such loan shall be recourse to the Profits Interest Partner and shall be secured by his/her Partnership Interest. Each such loan shall bear interest at the Applicable Federal Mid-Term Rate in effect at the time such loan is made and shall have a term of one (1) year; *provided, however*, the loan must be repaid earlier in the case of that Profits Interest Partner's termination of employment from the Partnership or any Affiliate thereof for any reason, with repayment due in four (4) quarterly payments beginning the July 31st after the termination of his/her employment. Notwithstanding the preceding, the maximum loan amount available to any Profits Interest Partner under this Section 4.1(e)(v) shall be the amount specified on Exhibit C.

(f) Outside Activities; Conflicts of Interest. The General Partner or any Affiliate thereof and any director, officer, employee, agent, or representative of the General Partner or any Affiliate thereof shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including, without limitation, business interests and activities in direct competition with the Partnership. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement or the partnership relationship created hereby in any business ventures of the General Partner, any Affiliate thereof, or any director, officer, employee, agent, or representative of either the General Partner or any Affiliate thereof.

(g) Resolution of Conflicts of Interest. Unless otherwise expressly provided in this Agreement or any other agreement contemplated herein, whenever a conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership or any Limited Partner, on the other hand, any action taken by the General Partner, in the absence of bad faith by the General Partner, shall not constitute a breach of this Agreement or any other agreement contemplated herein or a breach of any standard of care or duty imposed herein or therein or under the Delaware Act or any other applicable law, rule, or regulation.

(h) Indemnification. The Partnership shall indemnify and hold harmless the General Partner and any director, officer, employee, agent, or representative of the General Partner (collectively, the ***"GP Party"***), against all liabilities, losses, and damages incurred by any of them by reason of any act performed or omitted to be performed in the name of or on behalf of the Partnership, or in connection with the Partnership's business, including, without limitation, attorneys' fees and any amounts expended in the settlement of any claims or liabilities, losses, or damages, to the fullest extent permitted by the Delaware Act; *provided, however*, the Partnership shall have no obligation to indemnify and hold harmless a GP Party for any action or inaction that constitutes gross negligence or willful or wanton misconduct. The Partnership, in the sole and unfettered discretion of the General Partner, may indemnify and hold harmless any Limited Partner, employee, agent, or representative of the Partnership, any Person who is or was serving at the request of the Partnership acting through the General Partner as a director, officer, partner, trustee, employee, agent, or representative of another corporation, partnership, joint venture, trust, or other enterprise, and any other Person to the extent determined by the General Partner in its sole and unfettered discretion, but in no event shall such indemnification exceed the indemnification permitted by the Delaware Act. Notwithstanding anything to the contrary in this Section 4.1(h) or elsewhere in this Agreement, no amendment to the Delaware Act after the date of this Agreement shall reduce or limit in any manner the indemnification provided for or permitted by this Section 4.1(h) unless such reduction or limitation is mandated by such amendment for limited partnerships formed prior to the enactment of such amendment. In no event shall Limited Partners be subject to personal liability by reason of the indemnification provisions of this Agreement.

(i) Liability of General Partner.

(i) Neither the General Partner nor its directors, officers, employees, agents, or representatives shall be liable to the Partnership or any Limited Partner for errors in judgment or for any acts or omissions that do not constitute gross negligence or willful or wanton misconduct.

(ii) The General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its directors, officers, employees, agents, or representatives, and the General Partner shall not be responsible for any misconduct or negligence on the part of any agent or representative appointed by the General Partner.

(j) Reliance by General Partner.

(i) The General Partner may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(ii) The General Partner may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, and other consultants and advisers selected by it, and any opinion of any such Person as to matters which the General Partner believes to be within such Person's professional or expert competence shall be full and complete authorization and protection in

respect of any action taken or suffered or omitted by the General Partner hereunder in good faith and in accordance with such opinion.

(k) Limitation on Authority. The General Partner shall have no authority to undertake any of the following actions without the consent of the Limited Partners holding ninety-six percent (96%) of the Percentage Interests:

(i) Do any act which would make it impossible to carry on the ordinary business of the Partnership (excluding the liquidation of the Partnership);

(ii) Possess Partnership property or assign any rights in specific Partnership property for other than a Partnership purpose; and

(iii) Require any Limited Partner to make any contribution to the capital of the Partnership that is not otherwise provided for in this Agreement.

4.2 Rights and Obligations of Limited Partners. In addition to the rights and obligations of Limited Partners set forth elsewhere in this Agreement, Limited Partners shall have the following rights and obligations:

(a) Limitation of Liability. Limited Partners shall have no liability under this Agreement except as provided herein or under the Delaware Act.

(b) Management of Business. No Limited Partner shall take part in the control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name, or have the power to sign documents for or otherwise bind the Partnership other than as specifically set forth in this Agreement.

(c) Return of Capital. No Limited Partner shall be entitled to the withdrawal or return of its Capital Contribution except to the extent, if any, that distributions made pursuant to this Agreement or upon termination of the Partnership may be considered as such by law and then only to the extent provided for in this Agreement.

(d) Amended Buy-Sell and Redemption Agreement. Each Limited Partner shall comply with the terms and conditions of the Amended Buy-Sell and Redemption Agreement. The admission of the Profits Interest Partners into the Partnership was contingent upon their execution of the Amended Buy-Sell and Redemption Agreement.

4.3 Transfer of Partnership Interests.

(a) Transfer. No Partnership Interest shall be Transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Section 4.3 and the Amended Buy-Sell and Redemption Agreement. Any Transfer or purported Transfer of any Partnership Interest not made in accordance with this Section 4.3 and the Amended Buy-Sell and Redemption Agreement shall be null and void. An alleged transferee shall have no right to require any information or account of the Partnership's transactions or to inspect the Partnership's books. The Partnership shall be entitled to treat the alleged transferor of a Partnership Interest as the absolute owner thereof in all respects, and shall incur no liability to any alleged transferee for distributions to the Partner owning that Partnership Interest of record or for allocations of Profits, Losses, deductions or credits or for transmittal of reports and notices required to be given to holders of Partnership Interests.

(b) Transfers by General Partner. The General Partner may Transfer all, but not less than all, of its Partnership Interest to any Person only with the approval of a Majority Interest. Any Transfer by the General Partner of its Partnership Interest under this Section 4.3(b) to an Affiliate of the General Partner or any other Person shall not constitute a withdrawal of the General Partner under Section 4.5(a), Section 5.1(b), or any other provision of this Agreement. If any such Transfer is deemed to constitute a withdrawal under such provisions or otherwise and results in the dissolution of the Partnership under this Agreement or the laws of any jurisdiction to which the Partnership of this Agreement is subject, the Partners hereby unanimously consent to the reconstitution and continuation of the Partnership immediately following such dissolution, pursuant to Section 5.2.

(c) Transfers by Limited Partners. The Partnership Interest of a Limited Partner may not be Transferred without the consent of the General Partner (which consent may be withheld in the sole and unfettered discretion of the General Partner), and in accordance with the Amended Buy-Sell and Redemption Agreement.

(d) Distributions and Allocations in Respect of Transferred Partnership Interests. If any Partnership Interest is Transferred during any Fiscal Year in compliance with the provisions of Article 4 and the Amended Buy-Sell and Redemption Agreement, Profits, Losses, and all other items attributable to the Transferred interest for that period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the General Partner. All distributions on or before the date of that Transfer shall be made to the transferor. Solely for purposes of making such allocations and distributions, the Partnership shall recognize that Transfer not later than the end of the calendar month during which it is given notice of that Transfer; *provided, however*, if the Partnership does not receive a notice stating the date that Partnership Interest was Transferred and such other information as the General Partner may reasonably require within thirty (30) days after the end of the Fiscal Year during which the Transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the person who, according to the books and records of the Partnership, on the last day of the Fiscal Year during which the Transfer occurs, was the owner of the Partnership Interest. Neither the Partnership nor any Partner shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 4.3(d), whether or not any Partner or the Partnership has knowledge of any Transfer of ownership of any Partnership Interest.

4.4 Issuances of Partnership Interests to New and Existing Partners.

(a) Issuance of Partnership Interests to New Limited Partners. The General Partner may admit one or more additional Persons as Limited Partners ("***Additional Limited Partners***") to the Partnership at such times and upon such terms as it deems appropriate in its sole and unfettered discretion. Upon the admission of any Additional Limited Partner, the Percentage Interest of the existing Limited Partners shall be diluted proportionately. No Person may be admitted to the Partnership as a Limited Partner until he/she/it executes an Addendum to this Agreement in the form attached as Exhibit B (which may be modified by the General Partner in its sole and unfettered discretion) and an addendum to the Amended Buy-Sell and Redemption Agreement.

(b) Issuance of an Additional Partnership Interest to an Existing Partner. The General Partner may issue an additional Partnership Interest to any existing Partner at such times and upon such terms as it deems appropriate in its sole and unfettered discretion. Upon the issuance of an additional Partnership Interest to an existing Partner, the Percentage Interest of all existing Limited Partners shall be diluted proportionately; *provided, however*, only the Percentage Interests of the members of the Founding Partner Group shall be diluted when the General Partner issues an additional Partnership Interest to an existing Profits Interest Partner in accordance with the terms of the HCM Plan upon the vesting of that Profits Interest Partner's "Long-Term Incentive Units" (as defined in that Plan) granted to

him/her prior to the date hereof. Any additional Partnership Interest shall be subject to all the terms and conditions of this Agreement and the Amended Buy-Sell and Redemption Agreement.

4.5 Withdrawal of General Partner.

(a) Option. In the event of the withdrawal of the General Partner from the Partnership, the departing General Partner (the "***Departing Partner***") shall, at the option of its successor (if any) exercisable prior to the effective date of the departure of that Departing Partner, promptly receive from its successor in exchange for its Partnership Interest as the General Partner, an amount in cash equal to its Capital Account balance, determined as of the effective date of its departure.

(b) Conversion. If the successor to a Departing Partner does not exercise the option described in Section 4.5(a), the Partnership Interest of the Departing Partner as the General Partner of the Partnership shall be converted into a Partnership Interest as a Limited Partner.

(c) Capital Contribution. If the successor to a Departing Partner does not exercise the option described in Section 4.5(a), its successor shall, at the effective date of its admission to the Partnership, contribute to the capital of the Partnership cash or property or other consideration such that its Capital Account, after giving effect to that contribution, shall be equal to one percent (1%) of the total Capital Account balances at that date.

4.6 Admission of Substitute Limited Partners and Successor General Partner.

(a) Admission of Substitute Limited Partners. A transferee (which may be the heir or legatee of a Limited Partner) or assignee of a Limited Partner's Partnership Interest shall be entitled to receive only the distributive share of the Partnership's Profits, Losses, deductions, and credits attributable to that Partnership Interest. To become a substitute Limited Partner (a "***Substitute Limited Partner***"), that transferee or assignee shall (i) obtain the consent of the General Partner (which consent may be withheld in the sole and unfettered discretion of the General Partner), (ii) comply with all the requirements of this Agreement and the Amended Buy-Sell and Redemption Agreement with respect to the Transfer of the Partnership Interest at issue, and (iii) execute an Addendum to this Agreement in the form attached as Exhibit B (which may be modified by the General Partner in its sole and unfettered discretion) and an addendum to the Amended Buy-Sell and Redemption Agreement. Upon admission of a Substitute Limited Partner, that Limited Partner shall be subject to all of the restrictions applicable to, shall assume all of the obligations of, and shall attain the status of a Limited Partner under and pursuant to this Agreement with respect to the Partnership Interest held by that Limited Partner.

(b) Admission of Successor General Partner. A successor General Partner selected pursuant to Section 5.2 or the transferee of or successor to all of the Partnership Interest of the General Partner pursuant to Section 4.3(b) shall be admitted to the Partnership as the General Partner, effective as of the date of the withdrawal or removal of the predecessor General Partner or the date of Transfer of that predecessor's Partnership Interest.

(c) Action by General Partner. In connection with the admission of any substitute Limited Partner or successor General Partner or any additional Limited Partner, the General Partner shall have the authority to take all such actions as it deems necessary or advisable in connection therewith, including the amendment of Exhibit A and the execution and filing with appropriate authorities of any necessary documentation.

4.7 Business Opportunities.

(a) In the event that the Partnership recapitalizes, distributes or otherwise transfers any of its business units, business interests or assets to a new entity that will be primarily owned by one or more members of the Founding Partner Group, each of the Limited Partners shall receive a proportionate share of that entity, subject to identical terms and conditions as are provided to the members of the Founding Partner Group, unless that Limited Partner agrees to receive a different percentage interest in that entity; *provided, however*, this Section 4.7(a) shall not apply to any disproportionate distribution made to a member of the Founding Partner Group as long as such disproportionate distribution does not exceed ten percent (10%) of Partnership Capital.

(b) In the event that one or more members of the Founding Partner Group establishes a new business venture (i) whose business operations will be substantially related to, or otherwise operated substantially in connection with, the Partnership, or (ii) that James D. Dondero and/or Mark K. Okada directly or indirectly control and that is an entity whose business operations are substantially related to, or otherwise operated substantially in connection with, the Partnership, the members of the Founding Partner Group agree to use their reasonable best efforts to ensure that (a) the total ownership interest of the members of the Founding Partner Group in that entity shall not exceed their total percentage ownership interest in the Partnership; and (b) each of the Non-Founding Limited Partners shall be permitted to acquire an ownership interest in that entity, subject to identical terms and conditions as the members of the Founding Partner Group; *provided, however*, the members of the Founding Partner Group may elect to limit the amount of such ownership interest for any particular Non-Founding Limited Partner. With regard to investments referenced in clause (b) of the preceding sentence, if a Limited Partner declines to make an investment in a new business entity, the members of the Founding Partner Group shall allocate the opportunity to make that investment to one or more of the remaining Limited Partners (including James D. Dondero and Mark K. Okada).

ARTICLE 5

DISSOLUTION AND WINDING UP

5.1 Dissolution. The Partnership shall be dissolved upon:

(a) The withdrawal, bankruptcy, or dissolution of the General Partner, or any other event that results in its ceasing to be the General Partner (other than by reason of a Transfer pursuant to Section 4.3(b));

(b) An election to dissolve the Partnership by the General Partner that is approved by the affirmative vote of a Majority Interest; *provided, however*, the General Partner may dissolve the Partnership without the approval of the Limited Partners in order to comply with Section 14 of the Amended Buy-Sell and Redemption Agreement;

(c) Any other event that, under the Delaware Act, would cause its dissolution; or

(d) A sale of all or substantially all of the assets of the Partnership that results in the liquidation of operating assets, the material shrinking of operations and personnel and the failure to redeploy the proceeds within twelve (12) months into other activities and investments.

For purposes of this Section 5.1, the bankruptcy of the General Partner shall be deemed to have occurred when the General Partner: (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceeding: (iv) files a petition or answer seeking a reorganization,

arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition fled against the General Partner in a proceeding of the type described in clauses (i) through (iv) of this paragraph; (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the General Partner or of all or any substantial part of the General Partner's properties; or (vii) one hundred twenty (120) days expire after the date of the commencement of a proceeding against the General Partner seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law if the proceeding has not been previously dismissed, or ninety (90) days expire after the date of the appointment, without the General Partner's consent or acquiescence, of a trustee, receiver, or liquidator of the General Partner or of all or any substantial part of the General Partner's properties if the appointment has not previously been vacated or stayed, or ninety (90) days expire after the date of expiration of a stay, if the appointment has not previously been vacated.

5.2 Continuation of the Partnership. Upon the occurrence of an event described in Section 5.1(a), the Partnership shall be deemed to be dissolved and reconstituted if Limited Partners unanimously elect to continue the Partnership within ninety (90) days of that event. If no election to continue the Partnership is made within ninety (90) days of that event, the Partnership shall conduct only activities necessary to wind up its affairs. If an election to continue the Partnership is made upon the occurrence of an event described in Section 5.1(a), then:

(a) Within that ninety (90)-day period a successor General Partner shall be selected by seventy percent (70%) of the Percentage Interests owned by Limited Partners;

(b) The Partnership shall be deemed to be reconstituted and shall continue until the end of the term for which it is formed unless earlier dissolved in accordance with this Article 5;

(c) The interest of the former General Partner shall be converted to an interest as a Limited Partner; and

(d) All necessary steps shall be taken to amend or restate this Agreement and the Certificate of Limited Partnership, and the successor General Partner may for this purpose amend this Agreement and the Certificate of Limited Partnership, as appropriate, without the consent of any Partner.

5.3 Liquidation. Upon dissolution of the Partnership, unless the Partnership is continued under Section 5.2, the General Partner or, in the event the General Partner has been dissolved, becomes bankrupt (as defined in Section 5.1), or withdraws from the Partnership, a liquidator or liquidating committee selected by a Majority Interest, shall be the Liquidator. The Liquidator (if other than the General Partner) shall be entitled to receive such compensation for its services as may be approved by a Majority Interest. The Liquidator shall agree not to resign at any time without fifteen (15) days' prior written notice and (if other than the General Partner) may be removed at any time, with or without cause, by notice of removal approved by a Majority Interest. Upon dissolution, removal, or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers, and duties of the original Liquidator) shall within thirty (30) days thereafter be selected by a Majority Interest. The right to appoint a successor or substitute Liquidator in the manner provided herein shall be recurring and continuing for so long as the functions and services of the Liquidator are authorized to continue under the provisions hereof, and every reference herein to the Liquidator shall be deemed to refer also to any such successor or substitute Liquidator appointed in the manner provided herein. Except as expressly provided in this Article 5, the Liquidator appointed in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers) to the extent necessary or desirable in the good faith judgment of the Liquidator to carry out the duties and functions of the

Liquidator hereunder for and during such period of time as shall be reasonably required in the good faith judgment of the Liquidator to complete the winding up and liquidation of the Partnership as provided herein. The Liquidator shall liquidate the assets of the Partnership and apply and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of applicable law:

(a) To the payment of the expenses of the terminating transactions including, without limitation, brokerage commission, legal fees, accounting fees and closing costs;

(b) To the payment of creditors of the Partnership, including Partners, in order of priority provided by law;

(c) To the Partners and assignees to the extent of, and in proportion to, the positive balances in their respective Capital Accounts as provided in Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2); *provided, however*, the Liquidator may place in escrow a reserve of cash or other assets of the Partnership for contingent liabilities in an amount determined by the Liquidator to be appropriate for such purposes; and

(d) To the Partners in proportion to their respective Percentage Interests.

5.4 Distribution in Kind. Notwithstanding the provisions of Section 5.3 that require the liquidation of the assets of the Partnership, but subject to the order of priorities set forth therein, if on dissolution of the Partnership the Liquidator determines that an immediate sale of part or all of the Partnership's assets would be impractical or would cause undue loss to the Partners and assignees, the Liquidator may defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Partnership (other than those to Partners) and/or may distribute to the Partners and assignees, in lieu of cash, as tenants in common and in accordance with the provisions of Section 5.3, undivided interests in such Partnership assets as the Liquidator deems not suitable for liquidation. Any such distributions in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any joint operating agreements or other agreements governing the operation of such properties at such time. The Liquidator shall determine the fair market value of any property distributed in kind using such reasonable method of valuation as it may adopt.

5.5 Cancellation of Certificate of Limited Partnership. Upon the completion of the distribution of Partnership property as provided in Sections 5.3 and 5.4, the Partnership shall be terminated, and the Liquidator (or the General Partner and Limited Partners if necessary) shall cause the cancellation of the Certificate of Limited Partnership in the State of Delaware and of all qualifications and registrations of the Partnership as a foreign limited partnership in jurisdictions other than the State of Delaware and shall take such other actions as may be necessary to terminate the Partnership.

5.6 Return of Capital. The General Partner shall not be personally liable for the return of the Capital Contributions of Limited Partners, or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

5.7 Waiver of Partition. Each Partner hereby waives any rights to partition of the Partnership property.

ARTICLE 6

GENERAL PROVISIONS

6.1 Amendments to Agreement. The General Partner may amend this Agreement without the consent of any Partner if the General Partner reasonably determines that such amendment is necessary and appropriate; *provided, however*, any action taken by the General Partner shall be subject to its fiduciary duties to the Limited Partners under the Delaware Act.

6.2 Addresses and Notices. Any notice, demand, request, or report required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by United States registered or certified mail to the Partner at his/her/its address as shown on the records of the Partnership, regardless of any claim of any Person who may have an interest in any Partnership Interest by reason of an assignment or otherwise.

6.3 Titles and Captions. All article and section titles and captions in the Agreement are for convenience only, shall not be deemed part of this Agreement, and in no way shall define, limit, extend, or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise, references to "Articles," "Sections" and "Exhibits" are to "Articles," "Sections" and "Exhibits" of this Agreement. All Exhibits hereto are incorporated herein by reference.

6.4 Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

6.5 Further Action. The parties shall execute all documents, provide all information, and take or refrain from taking all actions as may be necessary or appropriate to achieve the purposes of this Agreement.

6.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns.

6.7 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

6.8 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Partnership.

6.9 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement, or condition.

6.10 Counterparts. This agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

6.11 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

6.12 Invalidity of Provisions. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then the parties shall be relieved of all obligations arising under that provision, but only to the extent that it is illegal, unenforceable, or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying that provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

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Signature Page Follows.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date and year first written above to be effective as of February 29, 2004.

GENERAL PARTNER:

STRAND ADVISORS, INC.,
a Delaware corporation

By: _____
James D. Dondero,
President

LIMITED PARTNERS:

_____
BRADFORD BORUD

CANIS MINOR TRUST

By: _____
James D. Dondero,
Trustee

_____
PATRICK DAUGHERTY

_____
DAVIS DEADMAN

_____
JAMES D. DONDERO

_____
R. JOSEPH DOUGHERTY

Signatures Continued on Next Page.

THE GET GOOD TRUST

By: _____
Grant Scott,
Trustee

THE GET BETTER TRUST

By: _____
James D. Dondero,
Trustee

_____
PAUL KAUFFMAN

THE MARK AND PAMELA OKADA FAMILY TRUST-EXEMPT #1

By: _____
Lawrence Tonomura,
Trustee

THE MARK AND PAMELA OKADA FAMILY TRUST-EXEMPT #2

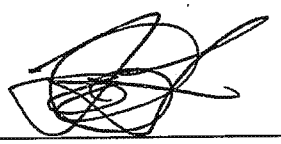
By: _____
Lawrence Tonomura,
Trustee

_____
JOHN MORGAN

_____
MARK K. OKADA

_____
KURTIS PLUMER

Signatures Continued on Next Page.



TODD A. TRAVERS



DAVID WALLS

JOHN YANG

End of Signatures.

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TODD A. TRAVERS

DAVID WALLS

JOHN YANG

End of Signatures.

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MARK K. OKADA

_____
KURTIS PLUMER

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SPOUSE'S AGREEMENT

Reference is made to that certain Second Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P. (the "***Agreement***"). In consideration of the terms of the Agreement, in consideration of the Partnership's allowing the undersigned Partner to become a Partner of the Partnership, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned shall be bound by the terms of the Agreement as though parties thereto.

Executed as of the 31st day of December, 2004, to be effective as of February 29, 2004.

PARTNER:



BRADFORD BORUD

SPOUSE OF PARTNER:

ALTHEA BORUD

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PARTNER:

BRADFORD BORUD

SPOUSE OF PARTNER:

ALTHEA BORUD

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Executed as of the 31st day of December, 2004, to be effective as of February 29, 2004.

PARTNER:

DAVIS DEADMAN

SPOUSE OF PARTNER:

N/A

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PARTNER:

MARK K. OKADA

SPOUSE OF PARTNER:

PAMELA OKADA

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PARTNER:

MARK K. OKADA

SPOUSE OF PARTNER:

PAMELA OKADA

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PARTNER:

JAMES D. DONDERO

SPOUSE OF PARTNER:

N/A

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PARTNER:

R. JOSEPH DOUGHERTY

SPOUSE OF PARTNER:

N/A

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PARTNER:

PAUL KAUFFMAN

SPOUSE OF PARTNER:

AMY KAUFFMAN

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PARTNER:

PAUL KAUFFMAN

SPOUSE OF PARTNER:

AMY KAUFFMAN

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PARTNER:

JOHN MORGAN

SPOUSE OF PARTNER:

DEBRA MORGAN

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SPOUSE OF PARTNER:

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PARTNER:

KURTIS PLUMER

SPOUSE OF PARTNER:

KRISTI PLUMER

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PARTNER:

TODD A. TRAVERS

SPOUSE OF PARTNER:

KIMBERLY TRAVERS

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Confidential

SPOUSE'S AGREEMENT

Reference is made to that certain Second Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P. (the "***Agreement***"). In consideration of the terms of the Agreement, in consideration of the Partnership's allowing the undersigned Partner to become a Partner of the Partnership, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned shall be bound by the terms of the Agreement as though parties thereto.

Executed as of the 31st day of December, 2004, to be effective as of February 29, 2004.

PARTNER:

DAVID WALLS

SPOUSE OF PARTNER:

CARI WALLS

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Confidential

SPOUSE'S AGREEMENT

Reference is made to that certain Second Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P. (the "***Agreement***"). In consideration of the terms of the Agreement, in consideration of the Partnership's allowing the undersigned Partner to become a Partner of the Partnership, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned shall be bound by the terms of the Agreement as though parties thereto.

Executed as of the 31st day of December, 2004, to be effective as of February 29, 2004.

PARTNER:

DAVID WALLS

SPOUSE OF PARTNER:

CARI WALLS

D-DAL_1266754_8 (2).DOC

Confidential

SPOUSE'S AGREEMENT

Reference is made to that certain Second Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P. (the "***Agreement***"). In consideration of the terms of the Agreement, in consideration of the Partnership's allowing the undersigned Partner to become a Partner of the Partnership, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned shall be bound by the terms of the Agreement as though parties thereto.

Executed as of the 31st day of December, 2004, to be effective as of February 29, 2004.

PARTNER:

JOHN YANG

SPOUSE OF PARTNER:

JOYCE YANG

SPOUSE'S AGREEMENT

Reference is made to that certain Second Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P. (the "***Agreement***"). In consideration of the terms of the Agreement, in consideration of the Partnership's allowing the undersigned Partner to become a Partner of the Partnership, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned shall be bound by the terms of the Agreement as though parties thereto.

Executed as of the 31st day of December, 2004, to be effective as of February 29, 2004.

PARTNER:

PATRICK DAUGHERTY

SPOUSE OF PARTNER:

KIMBERLY DAUGHERTY

D-ezCleanDAL_1266754_10.DOC

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EXHIBIT A

Partnership Percentage Interests

GENERAL PARTNER:	Percentage Interest
Strand Advisors, Inc.	0.95665%
LIMITED PARTNERS:	
Bradford Borud	0.303%
Canis Minor Trust	9.5665%
Patrick Daugherty	0.608%
Davis Deadman	0.544%
James D. Dondero	4.78325%
R. Joseph Dougherty	0.549%
The Get Good Trust	11.4798%
The Get Better Trust	44.96255%
Paul Kauffman	0.390%
The Mark and Pamela Okada Family Trust-Exempt #1	6.69655%
The Mark and Pamela Okada Family Trust-Exempt #2	2.86995%
John Morgan	0.281%
Mark K. Okada	14.34975%
Kurtis Plumer	0.426%
Todd A. Travers	0.624%
David Walls	0.203%
John Yang	0.407%
TOTAL	100.0%

EXHIBIT B

ADDENDUM
TO THE
SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF
HIGHLAND CAPITAL MANAGEMENT, L.P.

THIS ADDENDUM (this "***Addendum***") to that certain Second Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P., dated December 31, 2004, to be effective as of February 29, 2004, as amended from time to time (the "***Agreement***"), is made and entered into as of the ____ day of _____, 20___, by and between Strand Advisors, Inc., as the sole General Partner (the "***General Partner***") of Highland Capital Management, L.P. (the "***Partnership***") and _____ ("_____") (except as otherwise provided herein, all capitalized terms used herein shall have the meanings set forth in the Agreement).

RECITALS:

WHEREAS, the General Partner, in its sole and unfettered discretion, and without the consent of any Limited Partner, has the authority under (i) Section 4.4 of the Agreement to admit Additional Limited Partners, (ii) Section 4.6 of the Agreement to admit Substitute Limited Partners and (iii) Section 6.1 of the Agreement to amend the Agreement;

WHEREAS, the General Partner desires to admit _____ as a Limited Partner holding a _____ % Percentage Interest in the Partnership as of the date hereof;

WHEREAS, _____ desires to become a Limited Partner and be bound by the terms and conditions of the Agreement; and

WHEREAS, the General Partner desires to amend the Agreement to add _____ as a party thereto.

AGREEMENT:

RESOLVED, as a condition to receiving a Partnership Interest in the Partnership, _____ _____ acknowledges and agrees that he/she/it (i) has received and read a copy of the Agreement, (ii) shall be bound by the terms and conditions of the Agreement; and (iii) shall promptly execute an addendum to the Amended Buy-Sell and Redemption Agreement; and be it

FURTHER RESOLVED, the General Partner hereby amends the Agreement to add _____ as a Limited Partner, and the General Partner shall attached this Addendum to the Agreement and make it a part thereof; and be it

FURTHER RESOLVED, this Addendum may be executed in any number of counterparts, all of which together shall constitute one Addendum binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the day and year above written.

GENERAL PARTNER:

STRAND ADVISORS, INC.

By: _____
Name: _____
Title: _____

NEW LIMITED PARTNER:

[_____]

AGREED AND ACCEPTED:

In consideration of the terms of this Addendum and the Agreement, in consideration of the Partnership's allowing the above signed Person to become a Limited Partner of the Partnership, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned shall be bound by the terms and conditions of the Agreement as though a party thereto.

SPOUSE OF NEW LIMITED PARTNER:

[_____]

EXHIBIT C

Maximum Available Loan Amounts to Profits Interest Partners Pursuant to Section 4.1(e)(v)

Profits Interest Partner:	Maximum Loan Amount
Bradford Borud	
Patrick Daugherty	
Davis Deadman	
R. Joseph Dougherty	
Paul Kauffman	
John Morgan	
Kurtis Plumer	
Todd A. Travers	
David Walls	
John Yang	

New York State Unified Court System

UCS COURTS

EXHIBIT

F

WebCivil Supreme - eFiled Documents Detail

Court: **New York Supreme Court**
Index Number: **650097/2009**
Case Name: **UBS SECURITIES vs. HIGHLAND CAPITAL MANAGEMENT LP**
Case Type: **Comm-Contract**
Track: **Complex**

Document List - Click on the document name to view the document

Document #	Date Received/Filed	Document	Description	Motion #	Filing User
1	02/24/2009	Summons	Summons		GREGORY A MARKEL
2		Complaint	Complaint		GREGORY A MARKEL
2-1		EXHIBIT(S)	Exhibit A		GREGORY A MARKEL
2-2		EXHIBIT(S)	Exhibit B		GREGORY A MARKEL
2-3		EXHIBIT(S)	Exhibit C		GREGORY A MARKEL
2-4		EXHIBIT(S)	Exhibit D		GREGORY A MARKEL
2-5		EXHIBIT(S)	Exhibit E		GREGORY A MARKEL
2-6		EXHIBIT(S)	Exhibit F		GREGORY A MARKEL
3	03/03/2009	AFFIRMATION/AFFIDAVIT OF SERVICE	Affidavit of Service of Summons and Complaint on Defendant Highland Capital Management, L.P. Via Their Registered Agent: Corporation Service Company		GREGORY A MARKEL
4	03/10/2009	AFFIRMATION/AFFIDAVIT OF SERVICE	Affidavit of Service of Summons and Complaint on Defendant Highland Special Opportunities Holding Company		GREGORY A MARKEL
5	03/10/2009	AFFIRMATION/AFFIDAVIT OF SERVICE	Affidavit of Service of Summons and Complaint on Defendant Highland CDO Opportunity Master Fund, L.P.		GREGORY A MARKEL
6	03/17/2009	STIPULATION - OTHER	Stipulation Re: Extending Time for Defendants to Answer, Move or Otherwise Respond to the Summons and Complaint		HOWARD R HAWKINS
7	05/01/2009	RJI -re: Notice of Motion ($95. fee)	Request For Judicial Interference	001	KIERAN M CORCORAN
8	05/01/2009	STATEMENT IN SUPPORT OF REQUEST FOR ASSIGNMENT TO THE COMMERCIAL DIVISION	Statement in Support of Request for Assignment to the Commercial Division	001	KIERAN M CORCORAN
8-1	05/01/2009	EXHIBIT(S)	Complaint	001	KIERAN M CORCORAN
9	05/01/2009	NOTICE OF MOTION	Notice of Motion to Dismiss	001	KIERAN M CORCORAN
10	05/01/2009	Memorandum Of Law In Support	Memorandum of Law in Support of Motion to Dismiss	001	KIERAN M CORCORAN
11	05/29/2009	STIPULATION - OTHER	Stipulation Re: Adjournment of the Motion to Dismiss from June 1, 2009 to July 2, 2009	001	GREGORY A MARKEL
12	05/29/2009	NOTICE OF MOTION	Notice of Motion for Admission Pro Hac Vice Paul Lackey	002	KIERAN M CORCORAN
13	05/29/2009	Affidavit or Affirmation in Support of Motion	Affirmation of Kieran Corcoran	002	KIERAN M CORCORAN
14	05/29/2009	Affidavit or Affirmation in Support of Motion	Affidavit of Paul Lackey	002	KIERAN M CORCORAN
14-1	05/29/2009	EXHIBIT(S)	Certificate of Good Standing	002	KIERAN M CORCORAN
15	05/29/2009	Proposed Order	Proposed Order of Admission Pro Hac Vice	002	KIERAN M CORCORAN
16	05/29/2009	NOTICE OF MOTION	Notice of Motion for Admission Pro Hac Vice Michael Aigen	003	KIERAN M CORCORAN
17	05/29/2009	Affidavit or Affirmation in Support of Motion	Affirmation of Kieran Corcoran	003	KIERAN M CORCORAN

18	05/29/2009	Affidavit or Affirmation in Support of Motion	Affidavit of Michael Aigen	003	KIERAN M CORCORAN
18-1	05/29/2009	EXHIBIT(S)	Certificate of Good Standing	003	KIERAN M CORCORAN
19	05/29/2009	Proposed Order	Proposed Order Admitting Counsel Pro Hac Vice	003	KIERAN M CORCORAN
20	06/11/2009	Proposed So-Ordered Stipulation	Stipulation and Proposed Order for Enlarged Briefs		GREGORY A MARKEL
21	06/16/2009	So Ordered Stipulation	SO ORDERED STIPULATION entered in the office of the County Clerk on June 16, 2009		Clifford Reig court user
22	06/16/2009	MEMORANDUM OF LAW IN OPPOSITION	UBS'S Memorandum of Law in Opposition to Defendants' Motion to Dismiss	001	GREGORY A MARKEL
23	06/16/2009	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affidavit of Jason Jurgens in Opposition to Defendants' Motion to Dismiss	001	GREGORY A MARKEL
24	06/24/2009	Signed Decision	SIGNED DECISION entered in the office of the County Clerk on June 24, 2009	002	Clifford Reig court user
25	06/29/2009	Signed Decision	SIGNED DECISION entered in the office of the County Clerk on June 29, 2009	003	Clifford Reig court user
26	07/01/2009	Memorandum Of Law In Reply	Defendants' Reply Memorandum of Law in Support of Motion to Dismss	001	KIERAN M CORCORAN
27	09/18/2009	Letter / Correspondence	Letter from Gregory A. Markel of Cadwalader to Kieran M. Corcoran, Esq. re: Allegations Against the Funds	001	GREGORY A MARKEL
28	10/08/2009	Signed Order	SIGNED ORDER with Memorandum Decision entered in the office of the County Clerk on October 08, 2009	001	Carol Ann Boyce court user
29	10/08/2009	Notice of Entry	Notice of Entry	001	GREGORY A MARKEL
30	10/14/2009	Proposed Order	Proposed Stipulation and Order for Production and Exchange of Confidential Information		GREGORY A MARKEL
31	10/14/2009	Letter / Correspondence	Letter from Gregory A. Markel to Hon. Bernard J. Fried		GREGORY A MARKEL
32	10/19/2009	Answer	Answer of Defendants Highland CDO Opportunity Master Fund, L.P. and Hghland Special Opportunities Holding Company		KIERAN M CORCORAN
33	10/19/2009	Answer	Answer of Defendant Highland Capital Management, L.P.		KIERAN M CORCORAN
34	10/22/2009	Notice of Appeal (Fee required - 65.00)	Notice of Appeal of Order Dated October 6, 2009		KIERAN M CORCORAN
35	10/22/2009	Pre-Argument Statement	Pre Argument Statement		KIERAN M CORCORAN
36	10/23/2009	Letter / Correspondence	Letter requesting Court's intervention to resolve discovery dispute		GREGORY A MARKEL
37	10/28/2009	Letter / Correspondence	Letter to Hon. Bernard J. Fried		KIERAN M CORCORAN
37-1	10/28/2009	EXHIBIT(S)	Exhibit A		KIERAN M CORCORAN
38	11/02/2009	Answer	Amended Answer and Counterclaims of Highland Capital Managment, L.P.		KIERAN M CORCORAN
39	11/02/2009	Answer	Amended Answer of CDO Fund and SOHC		KIERAN M CORCORAN
40	11/02/2009	Letter / Correspondence	Letter to Hon. Bernard J. Fried from Defendants in Response to Plaintiffs' October 23, 2009 Letter		KIERAN M CORCORAN
40-1	11/02/2009	EXHIBIT(S)	Affidavit of Andrei Dorenbaum		KIERAN M CORCORAN
41	11/04/2009	Letter / Correspondence	Letter from Gregory A. Markel of Cadwalader in opposition to Highland's request for a stay pending appeal		GREGORY A MARKEL
41-1	11/04/2009	EXHIBIT(S)	Exhibit A		GREGORY A MARKEL
42	11/04/2009	Letter / Correspondence	Letter of Howard R. Hawkins, Jr. of Cadwalader in Reply to Defendants' Opposition to Motion to Compel		HOWARD R HAWKINS
44	12/02/2009	NOTICE OF MOTION	Plaintiff Counterclaim Defendant UBS' Motion to Dismiss Highland Capital's Counterclaims	004	JASON JURGENS
44-1	11/23/2009	EXHIBIT(S)	Affidavit of Jason Jurgens in Support of Plaintiff Counterclaim Defendant UBS' Motion to Dismiss Highland Capital's Counterclaims	004	JASON JURGENS
44-2	11/23/2009	EXHIBIT(S)	Exhibit A	004	JASON JURGENS
44-3	11/23/2009	EXHIBIT(S)	Exhibit B	004	JASON JURGENS
44-4	11/23/2009	EXHIBIT(S)	Exhibit C	004	JASON JURGENS
44-5	11/23/2009	EXHIBIT(S)	Exhibit D	004	JASON JURGENS
44-6	11/23/2009	EXHIBIT(S)	Exhibit E	004	JASON JURGENS
44-7	11/23/2009	EXHIBIT(S)	Exhibit F	004	JASON JURGENS
44-8	11/23/2009	EXHIBIT(S)	Exhibit G	004	JASON JURGENS
44-9	11/23/2009	EXHIBIT(S)	Exhibit H	004	JASON JURGENS

44-10	11/23/2009	EXHIBIT(S)	Exhibit I	004	JASON JURGENS
45	11/23/2009	Affidavit or Affirmation	Exhibit J to Affidavit of Jason Jurgens in Support of Plaintiff Counterclaim Defendant UBS' Motion to Dismiss Highland Capital's Counterclaims	004	JASON JURGENS
45-1	11/23/2009	EXHIBIT(S)	Exhibit K	004	JASON JURGENS
45-2	11/23/2009	EXHIBIT(S)	Exhibit L	004	JASON JURGENS
45-3	11/23/2009	EXHIBIT(S)	Exhibit M	004	JASON JURGENS
45-4	11/23/2009	EXHIBIT(S)	Exhibit N	004	JASON JURGENS
45-5	11/23/2009	EXHIBIT(S)	Exhibit O	004	JASON JURGENS
45-6	11/23/2009	EXHIBIT(S)	Exhibit P	004	JASON JURGENS
45-7	11/23/2009	EXHIBIT(S)	Exhibit Q	004	JASON JURGENS
46	11/23/2009	Memorandum Of Law In Support	Memorandum of Law in Support of Plaintiff Counterclaim Defendant UBS' Motion to Dismiss Highland Capital's Counterclaims	004	JASON JURGENS
47	12/08/2009	Signed Order	SIGNED ORDER entered in the office of the County Clerk on December 08, 2009		Carol Ann Boyce court user
48	12/08/2009	Notice of Entry	Notice of Entry of Order dated December 4, 2009		JASON JURGENS
49	12/08/2009	STIPULATION - OTHER	Stipulation Adjourning Motion to Dismiss Highland Capital's Counterclaims from 12/9/09 to 12/30/09	004	GREGORY A MARKEL
50	12/14/2009	MEMORANDUM OF LAW IN OPPOSITION	Highland Capital Management, L.P.'s Memorandum of Law in Opposition to Motion to Dismiss Counterclaims	004	KIERAN M CORCORAN
51	12/14/2009	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affidavit of Philip Braner in Opposition to Motion to Dismiss Counterclaims	004	KIERAN M CORCORAN
51-1	12/14/2009	EXHIBIT(S)	Exhibit A to Affidavit of Philip Braner	004	KIERAN M CORCORAN
51-2	12/14/2009	EXHIBIT(S)	Exhibit B to Affidavit of Philip Braner	004	KIERAN M CORCORAN
51-3	12/14/2009	EXHIBIT(S)	Exhibit C to Affidavit of Philip Braner	004	KIERAN M CORCORAN
51-4	12/14/2009	EXHIBIT(S)	Exhibit D to Affidavit of Philip Braner	004	KIERAN M CORCORAN
51-5	12/14/2009	EXHIBIT(S)	Exhibit E to Affidavit of Philip Braner	004	KIERAN M CORCORAN
51-6	12/14/2009	EXHIBIT(S)	Exhibit F to Affidavit of Philip Braner	004	KIERAN M CORCORAN
51-7	12/14/2009	EXHIBIT(S)	Exhibit G to Affidavit of Philip Braner	004	KIERAN M CORCORAN
52	12/14/2009	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affidavit of Kevin Latimer in Opposition to Motion to Dismiss Counterclaims	004	KIERAN M CORCORAN
53	12/14/2009	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affidavit of Isaac Leventon in Opposition to Motion to Dismiss Counterclaims	004	KIERAN M CORCORAN
54	12/14/2009	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affidavit of Isaac Leventon	004	KIERAN M CORCORAN
54-1	12/14/2009	EXHIBIT(S)	Exhibit A to Leventon Affidavit	004	KIERAN M CORCORAN
54-2	12/14/2009	EXHIBIT(S)	Exhibit B to Leventon Affidavit	004	KIERAN M CORCORAN
54-3	12/14/2009	EXHIBIT(S)	Exhibit C to Leventon Affidavit	004	KIERAN M CORCORAN
54-4	12/14/2009	EXHIBIT(S)	Exhibit D to Leventon Affidavit	004	KIERAN M CORCORAN
54-5	12/14/2009	EXHIBIT(S)	Exhibit E to Leventon Affidavit	004	KIERAN M CORCORAN
54-6	12/14/2009	EXHIBIT(S)	Exhibit F to Leventon Affidavit	004	KIERAN M CORCORAN
54-7	12/14/2009	EXHIBIT(S)	Exhibit G to Leventon Affidavit	004	KIERAN M CORCORAN
54-8	12/14/2009	EXHIBIT(S)	Exhibit H to Leventon Affidavit	004	KIERAN M CORCORAN
54-9	12/14/2009	EXHIBIT(S)	Exhibit I to Leventon Affidavit	004	KIERAN M CORCORAN
54-10	12/14/2009	EXHIBIT(S)	Exhibit J to Leventon Affidavit	004	KIERAN M CORCORAN
55	12/14/2009	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affidavit of Isaac Leventon	004	KIERAN M CORCORAN
55-1	12/14/2009	EXHIBIT(S)	Exhibit K to Leventon Affidavit	004	KIERAN M CORCORAN
56	12/14/2009	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affidavit of Gibran Mahmud in Opposition to Motion to Dismiss Counterclaims	004	KIERAN M CORCORAN
56-1	12/14/2009	EXHIBIT(S)	Exhibit A to Mahmud Affidavit	004	KIERAN M CORCORAN

57	12/14/2009	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affidavit of Paul M. Roos in Opposition to Motion to Dismiss Counterclaims	004	KIERAN M CORCORAN
57-1	12/14/2009	EXHIBIT(S)	Exhibit A to Roos Affidavit	004	KIERAN M CORCORAN
57-2	12/14/2009	EXHIBIT(S)	Exhibit B to Roos Affidavit	004	KIERAN M CORCORAN
58	12/18/2009	Letter / Correspondence	Letter from Gregory A. Markel to Judge Fried regarding Discovery Dispute Concerning the Scope of Discovery		GREGORY A MARKEL
60	12/21/2009	Signed Order	SIGNED ORDER entered in the office of the County Clerk on December 21, 2009		Clifford Reig court user
61	12/21/2009	STIPULATION - OTHER	Stipulation and [Proposed] Scheduling Order		GREGORY A MARKEL
62	12/21/2009	STIPULATION - OTHER	[Proposed] Scheduling Order		GREGORY A MARKEL
63	12/21/2009	Letter / Correspondence	Letter from Kieran M. Corcoran to Hon. Bernard J. Fried dated December 21, 2009		KIERAN M CORCORAN
64	12/22/2009	Signed Decision	entered in the office of the County Clerk on December 22, 2009		Clifford Reig court user
65	12/22/2009	Signed Order	SIGNED ORDER entered in the office of the County Clerk on December 22, 2009 secheduling order		Clifford Reig court user
66	12/22/2009	Letter / Correspondence	Letter from Gregory A. Markel of Cadwalader to Judge Fried Responding to Defendants' Counsel's Letter of December 21, 2009 Concerning New Discovery		GREGORY A MARKEL
67	12/23/2009	STIPULATION - OTHER	STIPULATION entered in the office of the County Clerk on December 23, 2009		Darnell A. McIntosh court user
68	01/08/2010	NOTICE OF MOTION	Notice of Motion to Admit Baron Oursler Pro Hac Vice	005	KIERAN M CORCORAN
69	01/08/2010	Affidavit or Affirmation in Support of Motion	Affirmation of Kieran Corcoran	005	KIERAN M CORCORAN
70	01/08/2010	Affidavit or Affirmation	Affidavit of Baron T. Oursler	005	KIERAN M CORCORAN
70-1	01/08/2010	EXHIBIT(S)	Exhibit A to Affidavit of Baron T. Oursler	005	KIERAN M CORCORAN
71	01/08/2010	Memorandum Of Law In Reply	UBS'S Reply Memorandum of Law in Support of it's Motion to Dismiss Highland Capital's Counterclaims	004	GREGORY A MARKEL
72	01/08/2010	Affidavit or Affirmation	Affidavit of Pamela Bergquist	004	GREGORY A MARKEL
72-1	01/08/2010	EXHIBIT(S)	Exhibit A	004	GREGORY A MARKEL
72-2	01/08/2010	EXHIBIT(S)	Exhibit B	004	GREGORY A MARKEL
72-3	01/08/2010	EXHIBIT(S)	Exhibit C	004	GREGORY A MARKEL
72-4	01/08/2010	EXHIBIT(S)	Exhibit D	004	GREGORY A MARKEL
72-5	01/08/2010	EXHIBIT(S)	Exhibit E	004	GREGORY A MARKEL
72-6	01/08/2010	EXHIBIT(S)	Exhibit F	004	GREGORY A MARKEL
72-7	01/08/2010	EXHIBIT(S)	Exhibit G	004	GREGORY A MARKEL
72-8	01/08/2010	EXHIBIT(S)	Exhibit H	004	GREGORY A MARKEL
72-9	01/08/2010	EXHIBIT(S)	Exhibit I	004	GREGORY A MARKEL
73	01/08/2010	Affidavit or Affirmation	Exhibit J to Affidavit of Pamela Bergquist	004	GREGORY A MARKEL
73-1	01/08/2010	EXHIBIT(S)	Exhibit K	004	GREGORY A MARKEL
73-2	01/08/2010	EXHIBIT(S)	Exhibit L	004	GREGORY A MARKEL
73-3	01/08/2010	EXHIBIT(S)	Exhibit M	004	GREGORY A MARKEL
73-4	01/08/2010	EXHIBIT(S)	Exhibit N	004	GREGORY A MARKEL
73-5	01/08/2010	EXHIBIT(S)	Exhibit O	004	GREGORY A MARKEL
73-6	01/08/2010	EXHIBIT(S)	Exhibit P	004	GREGORY A MARKEL
73-7	01/08/2010	EXHIBIT(S)	Exhibit Q	004	GREGORY A MARKEL
74	01/15/2010	Letter / Correspondence	Letter from Gregory A. Markel to Judge Fried Parties negotiated a proposed Order that memorializes the Court's decision at January 4, 2010 telephonic conference [attached]		GREGORY A MARKEL
75	01/15/2010	Proposed Order	Proposed Order		GREGORY A MARKEL
76	01/21/2010	Signed Order	SIGNED ORDER entered in the office of the County Clerk on January 21, 2010		Carol Ann Boyce court user

77	02/16/2010	Letter / Correspondence	Letter from Gregory A. Markel of Cadwalader to Hon. Bernard J. Fried Regarding Plaintiffs Counsel's Request for Permission to Amend the Complaint, or in the Alternative a Teleconference to Address this Request at the Court's Earliest Convenience		GREGORY A MARKEL
78	02/17/2010	Letter / Correspondence	Letter to Hon. Bernard J. Fried Regarding Proposed Amendment		KIERAN M CORCORAN
79	02/18/2010	Letter / Correspondence	LETTER / CORRESPONDENCE entered in the office of the County Clerk on February 18, 2010 SO ORDERED		Clifford Reig court user
80	02/18/2010	Notice of Entry	Notice of Entry of Decision and Order of Supreme Court, Appellate Division, First Department, entered February 18, 2010, dismissing Complaint against Highland Capital Management, L.P.	001	KIERAN M CORCORAN
81	02/19/2010	Proposed Judgment	Proposed Judgment Dismissing Complaint Against Highland Capital Management, L.P.	001	KIERAN M CORCORAN
82	02/19/2010	Certificate Requesting Entry of Judgment	Certificate Requesting Entry of Judgment Dismissing Complaint Against Highland Capital Management, L.P.	001	KIERAN M CORCORAN
83	02/19/2010	Bill of Costs	Bill of Costs	001	KIERAN M CORCORAN
84	02/22/2010	JUDGMENT	JUDGMENT entered in the office of the County Clerk on February 22, 2010		Erlon Hodge court user
85	02/23/2010	Notice of Entry	Notice of Entry of Judgment Dismissing Complaint Against Highland Capital Management, L.P.		Paul B Lackey
86	02/23/2010	Letter / Correspondence	Letter to Judge Fried in advance of February 26 Status Conference		GREGORY A MARKEL
86-1	02/23/2010	EXHIBIT(S)	Exhibit A		GREGORY A MARKEL
86-2	02/23/2010	EXHIBIT(S)	Exhibit B		GREGORY A MARKEL
86-3	02/23/2010	EXHIBIT(S)	Exhibit C		GREGORY A MARKEL
86-4	02/23/2010	EXHIBIT(S)	Exhibit D		GREGORY A MARKEL
86-5	02/23/2010	EXHIBIT(S)	Exhibit E		GREGORY A MARKEL
86-6	02/23/2010	EXHIBIT(S)	Exhibit F		GREGORY A MARKEL
87	02/23/2010	Letter / Correspondence	P Lckey letter to Hon. Bernard J. Fried		Paul B Lackey
87-1	02/23/2010	EXHIBIT(S)	Exhibit A		Paul B Lackey
87-2	02/23/2010	EXHIBIT(S)	Exhibit B		Paul B Lackey
87-3	02/23/2010	EXHIBIT(S)	Exhibit C		Paul B Lackey
88	02/24/2010	Letter / Correspondence	Letter from Gregory A. Markel of Cadwalader to Hon. Fried in Reply to Lackey Letter dated February 23		GREGORY A MARKEL
89	02/24/2010	Letter / Correspondence	2010.02.24 P. Lackey letter to the Hon. Bernard J. Fried		Paul B Lackey
89-1	02/24/2010	EXHIBIT(S)	Exhibit A		Paul B Lackey
89-2	02/24/2010	EXHIBIT(S)	Exhibit B		Paul B Lackey
89-3	02/24/2010	EXHIBIT(S)	Exhibit C		Paul B Lackey
89-4	02/24/2010	EXHIBIT(S)	Exhibit D		Paul B Lackey
89-5	02/24/2010	EXHIBIT(S)	Exhibit E		Paul B Lackey
89-6	02/24/2010	EXHIBIT(S)	Exhibit F		Paul B Lackey
89-7	02/24/2010	EXHIBIT(S)	Exhibit G		Paul B Lackey
89-8	02/24/2010	EXHIBIT(S)	Exhibit H		Paul B Lackey
89-9	02/24/2010	EXHIBIT(S)	Exhibit I		Paul B Lackey
89-10	02/24/2010	EXHIBIT(S)	Exhibit J		Paul B Lackey
90	02/24/2010	Letter / Correspondence	2010.02.24 P. Lackey letter to the Hon. Bernard J. Fried		Paul B Lackey
90-1	02/24/2010	EXHIBIT(S)	Exhibit K		Paul B Lackey
90-2	02/24/2010	EXHIBIT(S)	Exhibit L		Paul B Lackey
90-3	02/24/2010	EXHIBIT(S)	Exhibit M		Paul B Lackey
90-4	02/24/2010	EXHIBIT(S)	Exhibit N		Paul B Lackey
90-5	02/24/2010	EXHIBIT(S)	Exhibit O		Paul B Lackey
90-6	02/24/2010	EXHIBIT(S)	Exhibit P		Paul B Lackey
90-7	02/24/2010	EXHIBIT(S)	Exhibit Q		Paul B Lackey
90-8	02/24/2010	EXHIBIT(S)	Exhibit R		Paul B Lackey
91	03/05/2010	Letter / Correspondence	Letter from Gregory A. Markel of Cadwalader to Justice Fried regarding March 8, 2010 telephonic conference		GREGORY A MARKEL
92	03/08/2010	Letter / Correspondence	SO ORDERED LETTER / CORRESPONDENCE entered in the office of the County Clerk on March 08, 2010		Carol Ann Boyce court user
93	03/12/2010	Letter / Correspondence	Joint Letter from Gregory A. Markel of Cadwalader to Judge Fried, Concerning Joint Request for Adjournment of Orders to Show Cause Briefing Schedule		GREGORY A MARKEL
94	03/12/2010	Signed Order	SIGNED ORDER entered in the office of the County Clerk on March 12, 2010 LETTER SO ORDERED		Clifford Reig court user
95	03/15/2010	Letter / Correspondence	Joint Letter from Greogry A. Markel of Cadwalader to Judge Fried Regarding One Day Extension for Filing of the Parties' Time to File Their Respection Motions, Pursuant to CPLR 3025(b), for Leave to Amend their Pleadings		GREGORY A MARKEL

96	03/18/2010	PROPOSED ORDER TO SHOW CAUSE	Proposed Order to Show Cause Requesting Leave to Amend Complaint	006	GREGORY A MARKEL
97	03/17/2010	Affidavit or Affirmation	Affidavit of Pamela Bergquist	006	GREGORY A MARKEL
97-1	03/17/2010	EXHIBIT(S)	Exhibits A F to Affidavit of Pamela Bergquist	006	GREGORY A MARKEL
98	03/17/2010	Affidavit or Affirmation	Affidavit of Jason Jurgens	006	GREGORY A MARKEL
98-2	03/17/2010	EXHIBIT(S)	Exhibits to Proposed First Amended Complaint	006	GREGORY A MARKEL
98-3	03/17/2010	EXHIBIT(S)	Exhibits B FF to Affidavit of Jason Jurgens	006	GREGORY A MARKEL
100	03/17/2010	Affidavit or Affirmation	Affidavit of Timothy E. LeRoux	006	GREGORY A MARKEL
101	03/17/2010	PROPOSED ORDER TO SHOW CAUSE	Proposed Order to Show Cause	007	KIERAN M CORCORAN
102	03/17/2010	Affidavit or Affirmation	Affidavit of Philip Braner	007	KIERAN M CORCORAN
102-1	03/17/2010	EXHIBIT(S)	Exhibit A to Affidavit	007	KIERAN M CORCORAN
102-2	03/17/2010	EXHIBIT(S)	Exhibit B to Affidavit	007	KIERAN M CORCORAN
102-3	03/17/2010	EXHIBIT(S)	Exhibit C to Affidavit	007	KIERAN M CORCORAN
102-4	03/17/2010	EXHIBIT(S)	Exhibit D to Affidavit	007	KIERAN M CORCORAN
103	03/17/2010	Memorandum Of Law In Support	Memorandum of Law in Support of Fund Defendants' Motion for Leave to File Second Amended Answer and Counterclaims	007	KIERAN M CORCORAN
104	03/17/2010	Memorandum Of Law In Support	Memorandum of Law in Support of Plaintiffs' Motion for Leave to File the Proposed First Amended Complaint	006	GREGORY A MARKEL
105	03/18/2010	Attachment to previously filed document	Exhibit A to Affidavit of Jason Jurgens Proposed First Amended Complaint	006	GREGORY A MARKEL
106	03/19/2010	Order to Show Cause	signed osc, seq. # 007	007	Nancy A Horowitz court user
107	03/23/2010	Signed Decision	SIGNED DECISION entered in the office of the County Clerk on March 23, 2010	004	Dawn Crawford court user
108	03/23/2010	Letter / Correspondence	Letter from Gregory A. Markel of Cadwalader to Judge Fried Re: Clarification of Plaintiffs UBS' Position on its Motion to Dismiss the Counterclaim not being Moot		GREGORY A MARKEL
109	03/23/2010	Order to Show Cause	signed osc, seq. # 006	006	Nancy A Horowitz court user
110	03/26/2010	Letter / Correspondence	Letter from Gregory A. Markel of Cadwalader to Judge Fried Regarding a Request for an Order from the Court Compelling Defendants to Move Forward with Discovery, and to Comply with Their Discovery Obligations		GREGORY A MARKEL
110-1	03/26/2010	EXHIBIT(S)	Exhibits A E		GREGORY A MARKEL
111	04/05/2010	Letter / Correspondence	Letter to Justice Fried from Kieran Corcoran, dated April 5, 2010		KIERAN M CORCORAN
111-1	04/05/2010	EXHIBIT(S)	Exhibit A to dated April 5, 2010		KIERAN M CORCORAN
111-2	04/05/2010	EXHIBIT(S)	Exhibit B to dated April 5, 2010		KIERAN M CORCORAN
111-3	04/05/2010	EXHIBIT(S)	Exhibit C to dated April 5, 2010		KIERAN M CORCORAN
111-4	04/05/2010	EXHIBIT(S)	Exhibit D to dated April 5, 2010		KIERAN M CORCORAN
111-5	04/05/2010	EXHIBIT(S)	Exhibit E to dated April 5, 2010		KIERAN M CORCORAN
112	04/12/2010	Letter / Correspondence	Letter from Gregory A. Markel of Cadwalader to Judge Fried Regarding Plaintiff's Response and Opposition to Defendant's Letter dated 4/5/10 seeking a Cross Motion to Vacate this Court's 12/4/09 Order		GREGORY A MARKEL
112-1	04/12/2010	EXHIBIT(S)	Exhibit A February 26, 2010 Transcript		GREGORY A MARKEL
113	04/14/2010	MEMORANDUM OF LAW IN OPPOSITION	Fund Defendants' Memorandum of Law in Opposition to Plaintiffs' Motion for Leave to Amend	006	KIERAN M CORCORAN
114	04/14/2010	MEMORANDUM OF LAW IN OPPOSITION	Highland Capital's Memorandum of Law in Opposition to Plaintiffs' Motion for Leave to Amend	006	KIERAN M CORCORAN
115	04/14/2010	Affidavit or Affirmation	Affirmation of Kieran M Corcoran	006	KIERAN M CORCORAN
115-1	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex A	006	KIERAN M CORCORAN
115-2	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex B	006	KIERAN M CORCORAN
115-3	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex C	006	KIERAN M CORCORAN

115-4	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex D	006	KIERAN M CORCORAN
115-5	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex E	006	KIERAN M CORCORAN
115-6	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex F	006	KIERAN M CORCORAN
115-7	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex G	006	KIERAN M CORCORAN
115-8	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex H	006	KIERAN M CORCORAN
116	04/14/2010	Affidavit or Affirmation	Affirmation of Kieran M Corcoran	006	KIERAN M CORCORAN
116-1	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex I	006	KIERAN M CORCORAN
116-2	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex J	006	KIERAN M CORCORAN
116-3	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex K	006	KIERAN M CORCORAN
116-4	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex L	006	KIERAN M CORCORAN
116-5	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex M	006	KIERAN M CORCORAN
116-6	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex N	006	KIERAN M CORCORAN
116-7	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex O	006	KIERAN M CORCORAN
116-8	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex P	006	KIERAN M CORCORAN
116-9	04/14/2010	EXHIBIT(S)	Corcoran Aff Ex Q	006	KIERAN M CORCORAN
117	04/14/2010	Affidavit or Affirmation	Affidavit of Scott Ellington	006	KIERAN M CORCORAN
117-1	04/14/2010	EXHIBIT(S)	Ellington Aff Ex A	006	KIERAN M CORCORAN
117-2	04/14/2010	EXHIBIT(S)	Ellington Aff Ex B	006	KIERAN M CORCORAN
117-3	04/14/2010	EXHIBIT(S)	Ellington Aff Ex C	006	KIERAN M CORCORAN
118	04/14/2010	MEMORANDUM OF LAW IN OPPOSITION	Memorandum of Law in Opposition to the Fund Counterparties' Motion for Leave to File the Proposed Second Amended Answer and Counterclaims	007	GREGORY A MARKEL
119	04/14/2010	Affidavit or Affirmation	Affidavit of Timothy LeRoux	007	GREGORY A MARKEL
120	04/14/2010	Affidavit or Affirmation	Affidavit of Daniel Levinson	007	GREGORY A MARKEL
120-1	04/14/2010	EXHIBIT(S)	Exhibit A to Affidavit of Daniel Levinson	007	GREGORY A MARKEL
121	04/14/2010	Affidavit or Affirmation	Affidavit of Joshua M. Bennett	007	GREGORY A MARKEL
121-1	04/14/2010	EXHIBIT(S)	Exhibits A J to Affidavit of Joshua M. Bennett	007	GREGORY A MARKEL
122	04/16/2010	Signed Decision	SIGNED DECISION entered in the office of the County Clerk on April 16, 2010		Clifford Reig court user
123	04/26/2010	Letter / Correspondence	Letter from Gregory A. Markel to Judge Fried requesting page limit extension for UBS reply memorandum in support of motion for leave to file proposed First Amended Complaint	007	GREGORY A MARKEL
124	04/27/2010	Letter / Correspondence	Letter to Hon. Bernard J. Fried dated 4.27.10	006	KIERAN M CORCORAN
125	04/27/2010	Signed Decision	SIGNED DECISION entered in the office of the County Clerk on April 27, 2010		Clifford Reig court user
126	04/28/2010	Memorandum Of Law In Reply	Reply Memorandum of Law in Support of the Fund Defendants' Motion for Leave to File Second Amended Answer and Counterclaims	007	Paul B Lackey
127	04/28/2010	Affidavit or Affirmation	Affidavit of Philip Braner	007	Paul B Lackey
128	04/28/2010	Letter / Correspondence	Letter From Gregory A. Markel to Judge Fried	006	GREGORY A MARKEL
129	04/28/2010	Memorandum Of Law In Support	Reply Memorandum of Law in Further Support of Motion for Leave to File the First Amended Complaint	006	GREGORY A MARKEL
130	04/28/2010	Affidavit or Affirmation	Reply Affidavit of Jason Jurgens	006	GREGORY A MARKEL
130-1	04/28/2010	EXHIBIT(S)	Exhibit A	006	GREGORY A MARKEL
130-2	04/28/2010	EXHIBIT(S)	Exhibit B	006	GREGORY A MARKEL
130-3	04/28/2010	EXHIBIT(S)	Exhibit C	006	GREGORY A MARKEL
130-4	04/28/2010	EXHIBIT(S)	Exhibit D	006	GREGORY A MARKEL
130-5	04/28/2010	EXHIBIT(S)	Exhibit E	006	GREGORY A MARKEL
131	04/30/2010	Notice of Entry	Notice of Entry of Order dated April 15, 2010		Paul B Lackey

132	05/03/2010	Remittitur	REMITTITUR entered in the office of the County Clerk on Mar 09, 2010		Erlon Hodge court user
133	05/04/2010	Letter / Correspondence	Cover Letter from Gregory A. Markel of Cadwalader to Judge Fried Regarding Supplemental Reply Memorandum of Law	006	GREGORY A MARKEL
134	05/04/2010	Memorandum Of Law In Reply	UBS's Supplemental Memorandum of Law in Reply to the Highland Parties' Arguments Concerning UBS's Claims Against the New Defendants	006	GREGORY A MARKEL
135	05/04/2010	Affidavit or Affirmation	Supplemental Reply Affidavit of Jason Jurgens	006	GREGORY A MARKEL
135-1	05/04/2010	EXHIBIT(S)	EXHIBIT A to Supplemental Reply Affidavit of Jason Jurgens		GREGORY A MARKEL
135-2	05/04/2010	EXHIBIT(S)	EXHIBIT B to Supplemental Reply Affidavit of Jason Jurgens		GREGORY A MARKEL
136	05/04/2010	Affidavit or Affirmation	Affidavit of Fraser Hughes	006	GREGORY A MARKEL
137	05/11/2010	Letter / Correspondence	Letter from Gregory A. Markel of Cadwalader to Judge Fried Regarding O'Brien v. City of Syracuse.	006	GREGORY A MARKEL
138	05/11/2010	Letter / Correspondence	K. Corcoran letter to Justice Fried, dated May 11, 2010	006	KIERAN M CORCORAN
139	05/12/2010	Letter / Correspondence	Letter from Gregory A. Markel of Cadwalader to Justice Fried re: Rule 18 and Res Judicata	006	GREGORY A MARKEL
140	05/12/2010	Letter / Correspondence	Letter from Gregory A. Markel of Cadwalader to Justice Fried regarding Discovery		GREGORY A MARKEL
141	05/12/2010	Letter / Correspondence	K. Corcoran letter to Justice Fried, dated May 12, 2010	006	KIERAN M CORCORAN
142	05/14/2010	Letter / Correspondence	K. Corcoran letter to Justice Fried, dated May 14, 2010		KIERAN M CORCORAN
143	06/21/2010	Signed Order	SIGNED ORDER entered in the office of the County Clerk on June 21, 2010	007	Dawn Crawford court user
144	06/21/2010	Signed Order	SIGNED ORDER entered in the office of the County Clerk on June 21, 2010	006	Christine Cerabone court user
145	06/28/2010	NOTICE OF ENTRY	Notice of Entry Motion Sequence (006)	006	GREGORY A MARKEL
146	06/28/2010	NOTICE OF ENTRY	Notice of Entry Motion Seq (007)	007	GREGORY A MARKEL
147	06/28/2010	SUMMONS (PRE RJI) (AMENDED)	Amended Summons		GREGORY A MARKEL
148	06/28/2010	COMPLAINT (AMENDED)	First Amended Complaint		GREGORY A MARKEL
148-1	06/28/2010	EXHIBIT(S)	Exhibit A		GREGORY A MARKEL
148-2	06/28/2010	EXHIBIT(S)	Exhibit B		GREGORY A MARKEL
148-3	06/28/2010	EXHIBIT(S)	Exhibit C		GREGORY A MARKEL
148-4	06/28/2010	EXHIBIT(S)	Exhibit D		GREGORY A MARKEL
148-5	06/28/2010	EXHIBIT(S)	Exhibit E		GREGORY A MARKEL
148-6	06/28/2010	EXHIBIT(S)	Exhibit F		GREGORY A MARKEL
148-7	06/28/2010	EXHIBIT(S)	Exhibit G		GREGORY A MARKEL
148-8	06/28/2010	EXHIBIT(S)	Exhibit H		GREGORY A MARKEL
148-9	06/28/2010	EXHIBIT(S)	Exhibit I		GREGORY A MARKEL
149	06/30/2010	LETTER / CORRESPONDENCE TO JUDGE	Letter to Hon. Bernard J. Fried	006	KIERAN M CORCORAN
150	07/02/2010	LETTER / CORRESPONDENCE TO JUDGE	Letter from Gregory A. Markel of Cadwalader to Justice Fried in Response to June 30, 2010 Letter from Counsel for Fund Counterparties		GREGORY A MARKEL
151	07/08/2010	LETTER / CORRESPONDENCE TO JUDGE	Letter from Gregory A. Markel of Cadwalader to Judge Fried Re: UBS Plaintiffs' Request for Permission to File Motion Pursuant to CPLR Section 602(a)		GREGORY A MARKEL
151-1	07/08/2010	EXHIBIT(S)	[Proposed] Memorandum of Law		GREGORY A MARKEL
151-2	07/08/2010	EXHIBIT(S)	[Proposed] Affidavit of Gregory A. Market		GREGORY A MARKEL
152	07/13/2010	AFFIRMATION/AFFIDAVIT OF SERVICE	Affidavit of Service, Re: Letter Dated 7/8/10 from Gregory A. Markel of Cadwalader to Judge Fried, With Exhibits A and B		GREGORY A MARKEL
153	07/13/2010	NOTICE OF MOTION	UBS Parties Motion to Consolidate Actions	008	GREGORY A MARKEL
154	07/13/2010	MEMORANDUM OF LAW IN SUPPORT	Memorandum of Law in Support of UBS's Motion to Consolidate Actions	008	GREGORY A MARKEL
155	07/13/2010	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affidavit of Gregory A. Markel in Support of UBS's Motion to Consolidate Actions	008	GREGORY A MARKEL
155-1	07/13/2010	EXHIBIT(S)	[REDACTED] Exhibits A E of Affidavit of Gregory A. Markel in Support of Motion to Consolidate Actions	008	GREGORY A MARKEL

156	07/14/2010	NOTICE OF APPEARANCE (POST RJI)	Notice of Appearance of Daniel B. Tehrani		DANIEL B TEHRANI
157	07/14/2010	NOTICE OF APPEARANCE (POST RJI)	Notice of Appearance of Andrew Weissmann		DANIEL B TEHRANI
158	07/14/2010	AFFIRMATION/AFFIDAVIT OF SERVICE	Certificate of Service		DANIEL B TEHRANI
159	07/19/2010	NOTICE OF MOTION	CDO Fund and SOHC's Notice of Motion to Dismiss the First Amended Complaint	009	KIERAN M CORCORAN
160	07/19/2010	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affirmation of K. Corcoran in Support of CDO Fund and SOHC's Motion to Dismiss the First Amended Complaint	009	KIERAN M CORCORAN
160-1	07/19/2010	EXHIBIT(S)	Exhibit 1 to Affirmation of K. Corcoran Transcript of Proceedings of 2010.05.07	009	KIERAN M CORCORAN
161	07/19/2010	ANSWER	CDO Fund and SOHC's Answer to the First Amended Complaint		KIERAN M CORCORAN
162	07/22/2010	MEMORANDUM OF LAW IN OPPOSITION	Memorandum of Law in Opposition to UBS's Motion to Consolidate Actions	008	KIERAN M CORCORAN
163	07/23/2010	NOTICE OF APPEAL	CDO Fund and SOHC's Notice of Appeal of Order Dated June 17, 2010		KIERAN M CORCORAN
164	07/23/2010	PRE-ARGUMENT STATEMENT	CDO Fund and SOHC's Pre Argument Statement		KIERAN M CORCORAN
165	07/23/2010	NOTICE OF APPEAL	Highland Capital's Notice of Appeal of Order Dated June 17, 2010		KIERAN M CORCORAN
166	07/23/2010	PRE-ARGUMENT STATEMENT	Highland Capital's Pre Argument Statement		KIERAN M CORCORAN
167	07/28/2010	LETTER / CORRESPONDENCE TO JUDGE	Letter from Gregory Markel to Judge Fried Identifying Discovery Matters we Propose the Court Address at July 29, 2010 Conference		GREGORY A MARKEL
167-1	07/28/2010	EXHIBIT(S)	Exhibits A G		GREGORY A MARKEL
167-2	07/28/2010	EXHIBIT(S)	Exhibits H M		GREGORY A MARKEL
168	07/28/2010	MEMORANDUM OF LAW IN REPLY	UBS'S REPLY MEMORANDUM OF LAW IN FURTHER SUPPORT OF ITS MOTION TO CONSOLIDATE ACTIONS	008	GREGORY A MARKEL
169	07/28/2010	NOTICE OF MOTION	Highland Financial, Strand and Credit Opportunities' Notice of Motion to Dismiss the First Amended Complaint	010	KIERAN M CORCORAN
170	07/28/2010	MEMORANDUM OF LAW IN SUPPORT	Memorandum of Law in Support of Highland Financial, Strand and Credit Opportunities' Motion to Dismiss the First Amended Complaint	010	KIERAN M CORCORAN
171	07/28/2010	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affirmation of K. Corcoran in Support of Highland Financial, Strand and Credit Opportunities' Motion to Dismiss the First Amended Complaint	010	KIERAN M CORCORAN
171-1	07/28/2010	EXHIBIT(S)	Exhibit 1 to Affirmation of K. Corcoran Affidavit of Fraser Hughes	010	KIERAN M CORCORAN
171-2	07/28/2010	EXHIBIT(S)	Exhibit 2 to Affirmation of K. Corcoran Highland Capital's Memorandum of Law of 2010.04.14	010	KIERAN M CORCORAN
171-3	07/28/2010	EXHIBIT(S)	Exhibit 3 to Affirmation of K. Corcoran Affirmation of K. Corcoran of 2010.04.14	010	KIERAN M CORCORAN
171-4	07/28/2010	EXHIBIT(S)	Exhibits 3(A) (D) to Affirmation of K. Corcoran Exhibits (A) (D) to Affirmation of K. Corcoran of 2010.04.14	010	KIERAN M CORCORAN
171-5	07/28/2010	EXHIBIT(S)	Exhibits 3(E) (Q) to Affirmation of K. Corcoran Exhibits (E) (Q) to Affirmation of K. Corcoran of 2010.04.14	010	KIERAN M CORCORAN
171-6	07/28/2010	EXHIBIT(S)	Exhibit 4 to Affirmation of K. Corcoran Hashem Opinion	010	KIERAN M CORCORAN
172	07/28/2010	LETTER / CORRESPONDENCE TO JUDGE	Letter from Kieran M. Corcoran to Hon. Bernard J. Fried dated July 28, 2010		KIERAN M CORCORAN
173	07/28/2010	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affidavit of Gregory A. Markel in Opposition to Motion to Dismiss the Complaint	009	GREGORY A MARKEL
174	07/29/2010	LETTER / CORRESPONDENCE TO JUDGE	Letter from Gregory A. Markel of Cadwalader to Judge Fried Re:UBS Plaintiffs' Filing of Opposition to Defendant Highland CDO Opportunity Master Fund, L.P. and Highland Special Opportunities Holding Companies' Motion to Dismiss the First Amended Complaint	009	GREGORY A MARKEL
175	08/02/2010	NOTICE OF CROSS APPEAL	Notice of Cross Appeal of Order dated June 17, 2010	006	GREGORY A MARKEL
176	08/02/2010	PRE-ARGUMENT STATEMENT	Civil Pre Agrument Statement	006	GREGORY A MARKEL
176-1	08/02/2010	EXHIBIT(S)	Order dated June 17, 2010	006	GREGORY A MARKEL
177	08/06/2010	LETTER / CORRESPONDENCE TO JUDGE	Letter From Gregory A. Markel to Judge Fried Regarding Stipulation and Proposed Order for Appointment of Special Master		GREGORY A MARKEL
178	08/06/2010	ORDER (PROPOSED)	Stipulation and [Proposed] Order for Appointment of Special Master		GREGORY A MARKEL
179	08/09/2010	DECISION + ORDER ON MOTION	MOTION entered in the office of the County Clerk on August 09, 2010	009	Clifford Reig court user
180	08/12/2010	STIPULATION - SO ORDERED	SO ORDERED STIPULATION entered in the office of the County Clerk on August 12, 2010		Erlon Hodge court user
181	08/13/2010	NOTICE OF ENTRY	Notice of Entry (Motion Sequence 009)	009	KIERAN M CORCORAN

182	08/13/2010	NOTICE OF APPEAL	Funds' Notice of Appeal	009	KIERAN M CORCORAN
183	08/13/2010	PRE-ARGUMENT STATEMENT	Funds' Pre Argument Statement	009	KIERAN M CORCORAN
184	08/13/2010	AFFIRMATION/AFFIDAVIT OF SERVICE	Affidavit of Service of (a) Amended Summons, First Amended Redacted Complaint and Redacted Exhibits and (b) Amended Summons, First Amended Unredacted Complaint and Unredacted Exhibits upon Highland Capital Management, L.P., Highland CDO Opportunity Master		JASON JURGENS
185	08/13/2010	AFFIRMATION/AFFIDAVIT OF SERVICE	Affidavit of Service of Amended Summons, First Amended Unredacted Complaint and Unredacted Exhibits upon Highland Financial Partners, L.P., Highland Credit Opportunities CDO, L.P., Strand Advisors, Inc.		JASON JURGENS
186	08/13/2010	AFFIRMATION/AFFIDAVIT OF SERVICE	Affidavit of Service of Amended Summons and First Amended Complaint [Redacted] upon Highland Credit Strategies Fund		JASON JURGENS
187	08/13/2010	AFFIRMATION/AFFIDAVIT OF SERVICE	Affidavit of Service of Amended Summons and First Redacted Complaint upon Highland Crusader Offshore Fund, L.P.		JASON JURGENS
188	08/27/2010	STIPULATION - OTHER - (REQUEST TO SO ORDER)	Stipulation Adjourning Defendant Highland Credit Strategies Fund's Time to Answer, Move or Otherwise Respond to Summons and First Amended Complaint to September 3, 2010		ANDREW WEISSMANN
189	09/01/2010	STIPULATION - OTHER - (REQUEST TO SO ORDER)	Stipulation and Proposed Order		ANDREW WEISSMANN
190	09/10/2010	LETTER/CORRESPONDENCE - SO ORDERED	SO ORDERED LETTER/CORRESPONDENCE entered in the office of the County Clerk on September 10, 2010		Matthew Koenig court user
191	09/10/2010	STIPULATION - OTHER - (REQUEST TO SO ORDER)	Stipulation and Proposed Order		ANDREW WEISSMANN
192	09/13/2010	NOTICE OF CROSS APPEAL	Notice of Cross Appeal From Order Dated August 5, 2010	009	GREGORY A MARKEL
193	09/13/2010	PRE-ARGUMENT STATEMENT	Cross Appeal Preargument Statement	009	GREGORY A MARKEL
194	09/17/2010	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	"[Redacted] Exhibit 1 and Exhibit 2 Part 1 to Affidavit of Gregory A. Markel in Opposition to Motion to Dismiss the Complaint, dated July 28, 2010 (redacted version of Document No. 173 1)"	010	GREGORY A MARKEL
194-1	09/17/2010	EXHIBIT(S)	"[Redacted] Exhibit 2 Part 2 to Affidavit of Gregory A. Markel in Opposition to Motion to Dismiss the Complaint, dated July 28, 2010 (redacted version of Document No. 173 2)"	010	GREGORY A MARKEL
194-2	09/17/2010	EXHIBIT(S)	"[Redacted] Exhibit 2 Part 3 to Affidavit of Gregory A. Markel in Opposition to Motion to Dismiss the Complaint, dated July 28, 2010 (redacted version of Document No. 173 3)"	010	GREGORY A MARKEL
194-3	09/17/2010	EXHIBIT(S)	"[Redacted] Exhibits 3 10 to Affidavit of Gregory A. Markel in Opposition to Motion to Dismiss the Complaint, dated July 28, 2010 (redacted version of Document No. 173 4)"	010	GREGORY A MARKEL
195	09/21/2010	STIPULATION - SO ORDERED	SO ORDERED STIPULATION entered in the office of the County Clerk on September 21, 2010		Erlon Hodge court user
196	09/21/2010	LETTER / CORRESPONDENCE TO JUDGE	Letter From Gregory A. Markel of Cadwalader to Justice Fried Requesting Extension of Page Limitation on Memorandum of Law in Support of Response to Motion to Dismiss First Amended Complaint	010	GREGORY A MARKEL
197	09/22/2010	STIPULATION - OTHER - (REQUEST TO SO ORDER)	Stipulation and Proposed Order		ANDREW WEISSMANN
198	09/22/2010	LETTER / CORRESPONDENCE TO JUDGE	Letter From Gregory A. Markel of Cadwalader to Justice Fried Enclosing Revised Proposed Scheduling and Case Management Order		GREGORY A MARKEL
198-1	09/22/2010	EXHIBIT(S)	Proposed Scheduling Order		GREGORY A MARKEL
199	09/23/2010	LETTER/CORRESPONDENCE - SO ORDERED	SO ORDERED LETTER/CORRESPONDENCE entered in the office of the County Clerk on September 23, 2010		Matthew Koenig court user
200	09/24/2010	NOTICE OF MOTION	Notice of Motion on Consent to Admit Counsel Pro Hac Vice	011	KIERAN M CORCORAN
201	09/24/2010	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affirmation in Support of Motion to Admit Counsel	011	KIERAN M CORCORAN
202	09/24/2010	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affidavit in Support of Motion to Admit Counsel	011	KIERAN M CORCORAN
203	09/24/2010	MEMORANDUM OF LAW IN OPPOSITION	UBS's Memorandum Of Law In Opposition To The Highland Entities' Motion To Dismiss The First Amended Complaint [Redacted]	010	GREGORY A MARKEL
204	09/24/2010	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affidavit of Jason Jurgens in Opposition to the Highland Entities' Motion to Dismiss the First Amended Complaint	010	GREGORY A MARKEL
204-1	09/24/2010	EXHIBIT(S)	A [Redacted]	010	GREGORY A MARKEL
204-2	09/24/2010	EXHIBIT(S)	B [Redacted]	010	GREGORY A MARKEL

204-3	09/24/2010	EXHIBIT(S)	C	010	GREGORY A MARKEL
204-4	09/24/2010	EXHIBIT(S)	D	010	GREGORY A MARKEL
204-5	09/24/2010	EXHIBIT(S)	E	010	GREGORY A MARKEL
204-6	09/24/2010	EXHIBIT(S)	F	010	GREGORY A MARKEL
204-7	09/24/2010	EXHIBIT(S)	G	010	GREGORY A MARKEL
204-8	09/24/2010	EXHIBIT(S)	H to Y [Redacted]	010	GREGORY A MARKEL
205	09/24/2010	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affidavit of Fraser Hughes In Opposition to the Highland Entities' Motion to Dismiss the First Amended Complaint	010	GREGORY A MARKEL
206	09/27/2010	Signed Order	CASE SCHEDULING ORDER entered in the office of the County Clerk on September 27, 2010		Darnell A. McIntosh court user
207	09/27/2010	STIPULATION - SO ORDERED	SO ORDERED STIPULATION entered in the office of the County Clerk on September 27, 2010		Clifford Reig court user
208	10/06/2010	LETTER / CORRESPONDENCE TO JUDGE	Letter From Gregory A. Markel of Cadwalader to Justice Fried Requesting Change of Time of Oral Argument on Motion to Dismiss on October 19, 2010	010	GREGORY A MARKEL
209	10/07/2010	DECISION + ORDER ON MOTION	MOTION entered in the office of the County Clerk on October 07, 2010	011	Ellen Chin court user
210	10/08/2010	STIPULATION - SO ORDERED	SO ORDERED STIPULATION entered in the office of the County Clerk on October 08, 2010		Clifford Reig court user
211	10/08/2010	STIPULATION - PARTIAL DISCONTINUANCE (POST RJI)	Notice of Discontinuance of Action as to Defendant Highland Credit Strategies Fund		GREGORY A MARKEL
212	10/12/2010	MEMORANDUM OF LAW IN REPLY	Reply Memorandum of Law in Support of Highland Financial, Strand and Credit Opportunities' Motion to Dismiss the First Amended Complaint	010	KIERAN M CORCORAN
213	11/04/2010	DECISION + ORDER ON MOTION	MOTION entered in the office of the County Clerk on November 04, 2010	008	Dawn Crawford court user
214	11/04/2010	NOTICE OF ENTRY	Notice of Entry of Order of Judge Fried Signed 11/1/10 and Entered on 11/4/10		GREGORY A MARKEL
215	02/07/2011	NOTICE OF APPEARANCE (POST RJI)	Notice of Appearance of Schindler Cohen & Hochman LLP		EMILY ALEXANDRA POLER
216	03/02/2011	TRANSCRIPT OF PROCEEDINGS	TRANSCRIPT OF PROCEEDINGS entered in the office of the County Clerk on March 02, 2011		Matthew Koenig court user
217	03/03/2011	DECISION + ORDER ON MOTION	re: motion no. 010, DECISION + ORDER ON MOTION entered in the office of the County Clerk on March 03, 2011	010	Dawn Crawford court user
218	03/03/2011	NOTICE OF ENTRY	Notice of Entry		GREGORY A MARKEL
219	03/14/2011	LETTER / CORRESPONDENCE TO JUDGE	Letter to Hon. Justice Fried dated 3.14.11 confirming rescheduling of conference		KIERAN M CORCORAN
220	03/21/2011	ANSWER	Answer of Highland Financial Partners, L.P., Highland Credit Opportunities CDO, L.P., Highland Crusader Offshore Partners, L.P. and Strand Advisors, Inc. to First Amended Complaint		KIERAN M CORCORAN
221	03/22/2011	LETTER/CORRESPONDENCE - SO ORDERED	re: app no. 016, SO ORDERED LETTER/CORRESPONDENCE entered in the office of the County Clerk on March 22, 2011		Darnell A. McIntosh court user
222 PENDING	03/22/2011	NOTICE OF MOTION	Notice of Motion for the Issuance of a Commission	012	EMILY ALEXANDRA POLER
223	03/22/2011	AFFIRMATION	Affirmation of Emily A. Poler	012	EMILY ALEXANDRA POLER
224	03/22/2011	COMMISSION (PROPOSED)	Commission to Take Deposition and for the Production of Documents	012	EMILY ALEXANDRA POLER
225	03/22/2011	ORDER (PROPOSED)	Proposed Order Directing the Issuance of Commission To Take Deposition and for the Production of Documents	012	EMILY ALEXANDRA POLER
226	03/28/2011	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affidavit of Kevin P Robinowitz in Opposition to Plaintiffs' Motion for the Issuance of a Commission for the Production of Documents by and Deposition of Kevin Dillon	012	KIERAN M CORCORAN
227	03/30/2011	ORDER - OTHER	OTHER ORDER entered in the office of the County Clerk on March 30, 2011		Matthew Koenig court user
228	03/30/2011	ORDER - OTHER	OTHER ORDER entered in the office of the County Clerk on March 30, 2011		Matthew Koenig court user
229 PENDING	04/01/2011	NOTICE OF APPEAL	Notice of Appeal of Order dated March 1, 2011		KIERAN M CORCORAN
230	04/01/2011	PRE-ARGUMENT STATEMENT	Pre-Argument Statement		KIERAN M CORCORAN
231	04/06/2011	MEMORANDUM OF LAW IN REPLY	UBS Securities LLC and UBS AG, London Branch's Reply Memorandum of Law in Further Support of Their Motion for a Commission	012	EMILY ALEXANDRA POLER

232	04/06/2011	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affirmation of Emily A. Poler	012	EMILY ALEXANDRA POLER
233	04/06/2011	EXHIBIT(S)	Exhibit A to Affirmation of Emily A. Poler	012	EMILY ALEXANDRA POLER
234	04/06/2011	EXHIBIT(S)	Exhibit B to Affirmation of Emily A. Poler	012	EMILY ALEXANDRA POLER
235	04/12/2011	SUR-REPLY	Defendants' Sur-Reply in Further Opposition to Plaintiffs' Motion for the Issuance of a Commission for the Production of Documents by and Deposition of Kevin Dillon - REDACTED	012	KIERAN M CORCORAN
236	04/12/2011	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affidavit of Kevin P. Robinowitz in Further Opposition to Plaintiffs' Motion for the Issuance of a Commission for the Production of Documents by and Deposition of Kevin Dillon - REDACTED	012	KIERAN M CORCORAN
237	04/14/2011	ORDER - INTERIM	re: motion no. 012, INTERIM ORDER entered in the office of the County Clerk on April 14, 2011	012	Clifford Reig court user
238	05/09/2011	DECISION + ORDER ON MOTION	re: motion no. 012, DECISION + ORDER ON MOTION entered in the office of the County Clerk on May 09, 2011	012	Dawn Crawford court user
239	05/09/2011	NOTICE OF ENTRY	Notice of Entry of Judgment	012	EMILY ALEXANDRA POLER
240	05/11/2011	STIPULATION - OTHER	Stipulation to File Second Amended Complaint		GREGORY A MARKEL
240-1	05/11/2011	EXHIBIT(S)	Exhibit A - Second Amended Complaint		GREGORY A MARKEL
240-2	05/11/2011	EXHIBIT(S)	Exhibits A-I to Exhibit A		GREGORY A MARKEL
241	05/11/2011	SUMMONS (PRE RJI) (AMENDED)	Second Amended Summons		GREGORY A MARKEL
242	05/11/2011	COMPLAINT (AMENDED)	Second Amended Complaint		GREGORY A MARKEL
242-1	05/11/2011	EXHIBIT(S)	Exhibit A		GREGORY A MARKEL
242-2	05/11/2011	EXHIBIT(S)	Exhibit B		GREGORY A MARKEL
242-3	05/11/2011	EXHIBIT(S)	Exhibit C		GREGORY A MARKEL
242-4	05/11/2011	EXHIBIT(S)	Exhibit D		GREGORY A MARKEL
242-5	05/11/2011	EXHIBIT(S)	Exhibit E		GREGORY A MARKEL
242-6	05/11/2011	EXHIBIT(S)	Exhibit F		GREGORY A MARKEL
242-7	05/11/2011	EXHIBIT(S)	Exhibit G		GREGORY A MARKEL
242-8	05/11/2011	EXHIBIT(S)	Exhibit H		GREGORY A MARKEL
242-9	05/11/2011	EXHIBIT(S)	Exhibit I		GREGORY A MARKEL
243	05/26/2011	AFFIRMATION/AFFIDAVIT OF SERVICE	Affidavit of Service of Second Amended Summons (Dated May 11, 2011) and Second Amended Complaint, Including Exhibits A - I (Dated May 11, 2011)		GREGORY A MARKEL
244	05/31/2011	LETTER / CORRESPONDENCE TO JUDGE	2011.05.31 Letter from K. Robinowitz to Justice Fried		BARON T OURSLER
245	05/31/2011	ANSWER	Answer of CDO Fund and SOHC to Second Amended Complaint		BARON T OURSLER
246	05/31/2011	ANSWER	Answer of Highland Financial, Credit Opportunities, Credit Strategies, Crusader and Strand to Second Amended Complaint		BARON T OURSLER
247	06/03/2011	LETTER / CORRESPONDENCE TO JUDGE	Redacted Letter from Gregory A. Markel of Cadwalader to Justice Fried in Response to Defendants' May 31, 2011 Letter (Document No. 244)		GREGORY A MARKEL
247-1	06/03/2011	EXHIBIT(S)	--none--		GREGORY A MARKEL
248	06/27/2011	ORDER - COMMISSION	ORDER RE: COMMISSION entered in the office of the County Clerk on June 27, 2011		Matthew Koenig court user
249	06/27/2011	COMMISSION	COMMISSION entered in the office of the County Clerk on June 27, 2011		Matthew Koenig court user
250	08/01/2011	NOTICE OF ENTRY	Notice of Entry of Decision and Order of Appellate Division, First Department dated July 21, 2011	006	KIERAN M CORCORAN
251	08/10/2011	REMITTITUR	REMITTITUR entered in the office of the County Clerk on August 10, 2011		Matthew Koenig court user
252	09/30/2011	NOTICE OF MOTION	Notice of Motion for Issuance of Commission Regarding Walter R. Louis	013	GREGORY A MARKEL
252-1	09/30/2011	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affidavit of Ellen M. Halstead in Support of Motion for Commission Regarding Walter R. Louis	013	GREGORY A MARKEL

252-2	09/30/2011	ORDER (PROPOSED)	[Proposed] Order	013	GREGORY A MARKEL
252-3	09/30/2011	COMMISSION (PROPOSED)	Proposed Commission	013	GREGORY A MARKEL
253	09/30/2011	NOTICE OF MOTION	Notice of Motion for Issuance of Commissions Regarding Richard Buttimer and UNCC	014	GREGORY A MARKEL
253-1	09/30/2011	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affidavit of Ellen M. Halstead in Support of Motion for Issuance of Commission Regarding Richard Buttimer and UNCCn	014	GREGORY A MARKEL
253-2	09/30/2011	ORDER (PROPOSED)	[Proposed] Order for Buttimer	014	GREGORY A MARKEL
253-3	09/30/2011	ORDER (PROPOSED)	[Proposed] Order for UNCC	014	GREGORY A MARKEL
253-4	09/30/2011	COMMISSION (PROPOSED)	Proposed Commission for Buttimer	014	GREGORY A MARKEL
253-5	09/30/2011	EXHIBIT(S)	Exhibit A to Proposed Commission for Buttimer	014	GREGORY A MARKEL
253-6	09/30/2011	COMMISSION (PROPOSED)	Proposed Commission for UNCC	014	GREGORY A MARKEL
253-7	09/30/2011	EXHIBIT(S)	Exhibit A to Proposed Commission for UNCC	014	GREGORY A MARKEL
254	10/31/2011	DECISION + ORDER ON MOTION	re: motion no. 014, DECISION + ORDER ON MOTION entered in the office of the County Clerk on October 31, 2011	014	Clifford Reig court user
255	11/01/2011	DECISION + ORDER ON MOTION	re: motion no. 013, DECISION + ORDER ON MOTION entered in the office of the County Clerk on November 01, 2011	013	Clifford Reig court user
256	11/10/2011	NOTICE OF APPEARANCE (POST RJI)	Notice of Appearance of Andrew Clubok, Esq. on behalf of Plaintiffs UBS Securities LLC and UBS AG, London Branch		MAURA M KLUGMAN
257	11/21/2011	ORDER TO SHOW CAUSE (PROPOSED)	Proposed Order to Show Cause	015	EMILY ALEXANDRA POLER
258	11/21/2011	AFFIRMATION	Affirmation of Emily A. Poler	015	EMILY ALEXANDRA POLER
259	11/21/2011	EXHIBIT(S)	Exhibit A through E to Affirmation of Emily A. Poler	015	EMILY ALEXANDRA POLER
260	11/21/2011	COMMISSION (PROPOSED)	Proposed Commission to Take Discovery of Non-Party Witness Outside NY	015	EMILY ALEXANDRA POLER
261	11/21/2011	ORDER (PROPOSED)	Proposed Order Directing the Issuance of a Commission to Take Discovery	015	EMILY ALEXANDRA POLER
262	12/01/2011	ORDER TO SHOW CAUSE	ORDER TO SHOW CAUSE entered in the office of the County Clerk on December 01, 2011	015	Nancy A Horowitz court user
263	12/12/2011	AFFIDAVIT	Affidavit of Kevin Robinwitz dated December 9, 2011 Providing Consent to Issuance of Comission	015	KIERAN M CORCORAN
264	12/16/2011	DECISION + ORDER ON MOTION	re: motion no. 015, DECISION + ORDER ON MOTION entered in the office of the County Clerk on December 16, 2011	015	Clifford Reig court user
265	02/21/2012	NOTICE OF MOTION	Notice for the Issuance of Commissions - Bank of NY Mellon Trust Company	016	MARK W RASMUSSEN
265-1	02/21/2012	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Rasmussen Affirmation In Support of Motion for Issuance of Commissions - Bank of NY Mellon Trust Company	016	MARK W RASMUSSEN
265-2	02/21/2012	EXHIBIT(S)	Exhibit to Rasmussen Affirmation	016	MARK W RASMUSSEN
266	02/21/2012	NOTICE OF MOTION	Notice of Motion for the Issuance of Commissions - Nexbank, SSB and Nexbank Securities, Inc.	017	MARK W RASMUSSEN
266-1	02/21/2012	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Rasmussen Affirmation in Support of Motion for the Issuance of Commissions - Nexbank, SSB and Nexbank Securities, Inc.	017	MARK W RASMUSSEN
266-2	02/21/2012	EXHIBIT(S)	Exhibits to Rasmussen Affirmation	017	MARK W RASMUSSEN
267	02/21/2012	NOTICE OF MOTION	Notice of Motion for the Issuance of a Commission - State Street Bank and Trust Company	018	MARK W RASMUSSEN
267-1	02/21/2012	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Rasmussen Affirmation In Support of Motion for the Issuance of a Commission - State Street Bank and Trust Company	018	MARK W RASMUSSEN
267-2	02/21/2012	EXHIBIT(S)	Exhibits to Rasmussen Affirmation	018	MARK W RASMUSSEN
268	02/22/2012	NOTICE OF MOTION	Notice of Motion for the Issuance of a Commission for the Deposition of Kevin I. Dowd	020	MARK W RASMUSSEN
268-1	02/22/2012	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affirmation of Rasmussen In Support of Motion for the Issuance of a Commission for the Deposition of Kevin I. Dowd	020	MARK W RASMUSSEN
268-2	02/22/2012	EXHIBIT(S)	Exhibit to Rasmussen Affirmation	020	MARK W RASMUSSEN
269	02/22/2012	NOTICE OF MOTION	Notice of Motion for the Issuance of a Commission for the Deposition of Charles McQueary	021	MARK W RASMUSSEN

269-1	02/22/2012	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affirmation of Rasmussen in Support of Motion for the Issuance of a Commission for the Deposition of Charles McQueary	021	MARK W RASMUSSEN
269-2	02/22/2012	EXHIBIT(S)	Exhibit to Rasmussen Affirmation	021	MARK W RASMUSSEN
270	02/22/2012	NOTICE OF MOTION	Notice of Motion for the Issuance of a Commission for the Deposition of Michael Zarrilli	022	MARK W RASMUSSEN
270-1	02/22/2012	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affirmation of Rasmussen In Support of Motion for the Issuance of a Commission for the Deposition of Michael Zarrilli	022	MARK W RASMUSSEN
270-2	02/22/2012	EXHIBIT(S)	Exhibit to Rasmussen Affirmation	022	MARK W RASMUSSEN
271	02/27/2012	NOTICE OF MOTION	NOTICE OF MOTION FOR THE ISSUANCE OF COMMISSIONS FOR THE DEPOSITIONS OF GIBRAN MAHMUD, PAUL ROOS, PAUL KAUFFMAN, PATRICK DAUGHERTY, CHRIS HALPIN, KURTIS PLUMER, RYAN GRATEKE, BRIAN COX, KEN MCGOVERN, AND TODD TRAVERS	019	MARK W RASMUSSEN
271-1	02/27/2012	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Rasmussen Affirmation to NOTICE OF MOTION FOR THE ISSUANCE OF COMMISSIONS FOR THE DEPOSITIONS OF GIBRAN MAHMUD, PAUL ROOS, PAUL KAUFFMAN, PATRICK DAUGHERTY, CHRIS HALPIN, KURTIS PLUMER, RYAN GRATEKE, BRIAN COX, KEN MCGOVERN, AND TODD TRAVERS	019	MARK W RASMUSSEN
271-2	02/27/2012	EXHIBIT(S)	Exhibit to Rasmussen Affirmation	019	MARK W RASMUSSEN
272	03/06/2012	DECISION + ORDER ON MOTION	re: motion no. 022, DECISION + ORDER ON MOTION entered in the office of the County Clerk on March 06, 2012	022	Clifford Reig court user
273	03/06/2012	DECISION + ORDER ON MOTION	re: motion no. 020, DECISION + ORDER ON MOTION entered in the office of the County Clerk on March 06, 2012	020	Clifford Reig court user
274	03/07/2012	DECISION + ORDER ON MOTION	re: motion no. 016, DECISION + ORDER ON MOTION entered in the office of the County Clerk on March 07, 2012	016	Clifford Reig court user
275	03/07/2012	DECISION + ORDER ON MOTION	re: motion no. 017, DECISION + ORDER ON MOTION entered in the office of the County Clerk on March 07, 2012	017	Clifford Reig court user
277	03/07/2012	DECISION + ORDER ON MOTION	re: motion no. 018, DECISION + ORDER ON MOTION entered in the office of the County Clerk on March 07, 2012	018	Clifford Reig court user
278	03/12/2012	DECISION + ORDER ON MOTION	re: motion no. 019, DECISION + ORDER ON MOTION entered in the office of the County Clerk on March 12, 2012	019	Ellen Chin court user
279	03/21/2012	NOTICE OF ENTRY	Notice of Entry of Decision and Order of Supreme Court, Appellate Division, First Department dated March 13, 2012	010	KIERAN M CORCORAN
280	03/29/2012	DECISION + ORDER ON MOTION	re: motion no. 021, DECISION + ORDER ON MOTION entered in the office of the County Clerk on March 29, 2012	021	Clifford Reig court user
281	04/02/2012	REMITTITUR	REMITTITUR entered in the office of the County Clerk on April 02, 2012		Michael Carlucci court user
282	04/11/2012	ORDER (PROPOSED)	[Proposed] Second Amended Scheduling Order		MARK W RASMUSSEN
283	04/12/2012	ORDER - OTHER	OTHER ORDER entered in the office of the County Clerk on April 12, 2012		Vernon Hutchinson court user
284	05/25/2012	NOTICE OF MOTION	Notice of Motion to Dismiss Second Amended Complaint	023	KIERAN M CORCORAN
285	05/25/2012	AFFIRMATION	Affirmation of Kieran M. Corcoran dated May 25, 2012 in Support of Motion to Dismiss Second Amended Complaint	023	KIERAN M CORCORAN
286	05/25/2012	EXHIBIT(S)	Exhibits to Affirmation of Kieran M. Corcoran dated May 25, 2012	023	KIERAN M CORCORAN
287	05/25/2012	MEMORANDUM OF LAW IN SUPPORT	Memorandum of Law in Support of Motion to Dismiss Second Amended Complaint	023	KIERAN M CORCORAN
288	06/20/2012	STIPULATION - ADJOURNMENT OF MOTION	Stipulation Extending Return Date of Motion to Dismiss	023	KIERAN M CORCORAN
289	06/29/2012	NOTICE OF MOTION	Notice of Motion for the Issuance of a Commission for the Deposition of Michael Colvin	024	MARK W RASMUSSEN
290	06/29/2012	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Rasmussen Affirmation in Support of Motion for the Issuance of a Commission for the Deposition of Michael Colvin	024	MARK W RASMUSSEN
291	06/29/2012	EXHIBIT(S)	Exhibit to Rasmussen Affirmation	024	MARK W RASMUSSEN
292	07/05/2012	STIPULATION - ADJOURNMENT OF MOTION	Stipulation Extending Return Date of Motion to Dismiss	023	MARK W RASMUSSEN
293	07/05/2012	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affirmation of Kieran M. Corcoran in Opposition to Motion for Commission	024	KIERAN M CORCORAN
294	07/06/2012	AFFIDAVIT OR AFFIRMATION IN REPLY	Reply Affirmation of Rasmussen in Further Support of Motion for the Issuance of a Commission for the Deposition of Colvin	024	MARK W RASMUSSEN

295	07/11/2012	ORDER - INTERIM	Re: Motion #024, INTERIM DECISION/ORDER entered in the office of the County Clerk on July 11, 2012	024	Vernon Hutchinson court user
296	07/12/2012	ORDER (PROPOSED)	Proposed Third Amended Scheduling Order		MARK W RASMUSSEN
297	07/13/2012	MEMORANDUM OF LAW IN OPPOSITION	Plaintiffs' Memorandum of Law in Opposition to Motion to Dismiss of Defendants Highland Credit Strategies Master Fund, L.P., And Highland Crusader Offshore Partners, L.P. [Redacted]	023	ANDREW BRIAN CLUBOK
298	07/13/2012	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affirmation of Mark W. Rasmussen [Redacted]	023	MARK W RASMUSSEN
299	07/13/2012	EXHIBIT(S)	Exhibits 1 - 3 to Affirmation of Mark W. Rasmussen [Redacted]	023	MARK W RASMUSSEN
300	07/16/2012	ORDER - OTHER	OTHER ORDER entered in the office of the County Clerk on July 16, 2012		Vernon Hutchinson court user
301	07/23/2012	DECISION + ORDER ON MOTION	re: motion no. 024, DECISION + ORDER ON MOTION entered in the office of the County Clerk on July 23, 2012	024	Gregory Gonsieski court user
302	08/06/2012	MEMORANDUM OF LAW IN REPLY	Reply Memorandum of Law in Support of Motion to Dismiss	023	KIERAN M CORCORAN
303	12/05/2012	LETTER / CORRESPONDENCE TO JUDGE	Joint letter to Justice Friedman, pursuant to Commercial Division Rule 24(c)		ANDREW BRIAN CLUBOK
304	12/13/2012	TRANSCRIPT OF PROCEEDINGS	Transcript of 12.12.2012 Hearing on Motions to Dismiss		KIERAN M CORCORAN
305	01/24/2013	ORDER (PROPOSED)	Fourth Amended Scheduling Order		ANDREW BRIAN CLUBOK
306	02/05/2013	ORDER - OTHER	OTHER ORDER entered in the office of the County Clerk on February 5, 2013		Debora F Baker court user
307	02/27/2013	TRANSCRIPT OF PROCEEDINGS	12.11.2012 Transcript of Status Confernce		KIERAN M CORCORAN
308	06/10/2013	ORDER (PROPOSED)	--none--		KIERAN M CORCORAN
309	07/02/2013	OTHER COURT FILED DOCUMENT	AMENDED SCHDULING ORDER dated 6/28/13 entered in the office of the County Clerk on July 2, 2013		Debora F Baker court user
310	07/23/2013	CONSENT TO CHANGE ATTORNEY (POST RJI)	--none--		ANDREW J MELNICK
311	08/02/2013	LETTER / CORRESPONDENCE TO JUDGE	Letter to Justice Friedman pursuant to Commerical Division Rule 24(c) [Redacted]		ANDREW BRIAN CLUBOK
312	08/16/2013	AFFIRMATION	Affirmation of Notification		JEFFREY GREG LANDIS
313	08/19/2013	ORDER TO SHOW CAUSE (PROPOSED)	Order to Show Cause for Entry of an Order Under N.Y. Debtor and Creditor Law Section 279 and for Entry of a Temporary Restraining Order to Restrain Defendants from Transferring Property	025	ANDREW BRIAN CLUBOK
314	08/19/2013	AFFIDAVIT OR AFFIRMATION IN SUPPORT	Affirmation of Jeffery Landis in Support of Plaintiffs' Order to Show Cause for Entry of an Order Under N.Y. Debtor and Creditor Law Section 279 and for Entry of a Temporary Restraining Order to Restrain Defendants from Transferring Property	025	ANDREW BRIAN CLUBOK
315	08/19/2013	MEMORANDUM OF LAW IN SUPPORT	Plaintiffs' Memorandum of Law in Support of Order to Show Cause for Entry of an Order Under N.Y. Debtor and Creditor Law Section 279 and for Entry of a Temporary Restraining Order to Restrain Defendants from Transferring Property	025	ANDREW BRIAN CLUBOK
316	08/20/2013	ORDER TO SHOW CAUSE	re: motion no. 025, ORDER TO SHOW CAUSE entered in the office of the County Clerk on August 20, 2013	025	Jane Phelan court user
317	08/21/2013	ORDER TO SHOW CAUSE	re: motion no. 025, ORDER TO SHOW CAUSE entered in the office of the County Clerk on August 21, 2013	025	Edward Kvarantan court user
318	08/22/2013	AFFIRMATION/AFFIDAVIT OF SERVICE	Affidavits of Service of signed Order to Show Cause and all supporting papers	025	ANDREW BRIAN CLUBOK
319	08/27/2013	STIPULATION - OTHER - (REQUEST TO SO ORDER)	Stipulation re: Order to Show Cause [Redacted]	025	JEFFREY GREG LANDIS
320	09/03/2013	NOTE OF ISSUE:WITHOUT JURY	Note of Issue		ANDREW BRIAN CLUBOK
321	09/04/2013	TRANSCRIPT OF PROCEEDINGS	Redacted Transcript of the 8/19/13 Hearing regarding Order to Show Cause seeking a TRO	025	ANDREW BRIAN CLUBOK
322	09/06/2013	MEMORANDUM OF LAW IN OPPOSITION	--none--	025	KIERAN M CORCORAN
323	09/06/2013	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	--none--	025	KIERAN M CORCORAN
324	09/06/2013	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	--none--	025	KIERAN M CORCORAN
325	09/10/2013	DEMAND FOR JURY TRIAL (N.O.I. PREVIOUSLY PAID)	--none--		KIERAN M CORCORAN
326	09/13/2013	MEMORANDUM OF LAW IN REPLY	Plaintiffs' Reply Memorandum of Law in Support of Order to Show Cause and Temporary Restraining Order [Redacted]	025	ANDREW BRIAN CLUBOK
327	09/13/2013	AFFIDAVIT OR AFFIRMATION IN REPLY	Second Affirmation of Jeffrey Landis in Support of Plaintiffs' Order to Show Cause and Temporary Restraining Order [Redacted]	025	JEFFREY GREG LANDIS

328	09/23/2013	LETTER / CORRESPONDENCE TO JUDGE	--none--	025	KIERAN M CORCORAN
329	09/26/2013	STIPULATION - OTHER - (REQUEST TO SO ORDER)	--none--		KIERAN M CORCORAN
330	10/02/2013	TRANSCRIPT OF PROCEEDINGS	--none--	025	KIERAN M CORCORAN
331	10/07/2013	STIPULATION - SO ORDERED	SO ORDERED STIPULATION entered in the office of the County Clerk on October 7, 2013		Debora F Baker court user
332	10/17/2013	NOTICE OF MOTION	--none--	026	KIERAN M CORCORAN
333	10/17/2013	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	--none--	026	KIERAN M CORCORAN
334	10/17/2013	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	--none--	026	KIERAN M CORCORAN
335	10/17/2013	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	--none--	026	KIERAN M CORCORAN
336	10/17/2013	MEMORANDUM OF LAW IN SUPPORT	--none--	026	KIERAN M CORCORAN
337	10/17/2013	STATEMENT OF MATERIAL FACTS	--none--	026	KIERAN M CORCORAN
338	10/17/2013	NOTICE OF MOTION	--none--	027	KIERAN M CORCORAN
339	10/17/2013	AFFIDAVIT OR AFFIRMATION IN SUPPORT	--none--	027	KIERAN M CORCORAN
340	10/17/2013	AFFIDAVIT OR AFFIRMATION IN SUPPORT	--none--	027	KIERAN M CORCORAN
341	10/17/2013	MEMORANDUM OF LAW IN SUPPORT	--none--	027	KIERAN M CORCORAN
342	10/17/2013	STATEMENT OF MATERIAL FACTS	--none--	027	KIERAN M CORCORAN
343	11/12/2013	LETTER / CORRESPONDENCE TO JUDGE	--none--		KIERAN M CORCORAN
344	11/12/2013	TRANSCRIPT OF PROCEEDINGS	Transcript of telephone conference held before Justice Friedman on November 8, 2013		ANDREW BRIAN CLUBOK
345	11/12/2013	LETTER / CORRESPONDENCE TO JUDGE	Letter		ANDREW BRIAN CLUBOK
346	11/22/2013	MEMORANDUM OF LAW IN OPPOSITION	Plaintiffs? Memorandum of Law In Opposition to Defendants Highland Capital Management, L.P., Highland Financial Partners, L.P., Highland Credit Strategies Master Fund, L.P., Highland Crusader Offshore Partners, L.P., Highland Credit Opportunities CDO, L.P	026	ANDREW BRIAN CLUBOK
347	11/22/2013	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affirmation of Jeffrey Landis in Support of Plaintiffs? Memo of Law In Opposition to Defendants HFP, et al.	026	ANDREW BRIAN CLUBOK
348	11/22/2013	MEMORANDUM OF LAW IN OPPOSITION	Plaintiffs' Memorandum of Law in Opposition to Defendants Highland CDO Opportunity Master Fund and Highland Special Opportunities Holding Company's Motion for Summary Judgment	027	ANDREW BRIAN CLUBOK
349	11/22/2013	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affirmation of Jeffrey Landis in Support of Plaintiffs' Memo of Law in Opposition to Defendants Fund's Motion for Summary Judgment	027	ANDREW BRIAN CLUBOK
350	11/25/2013	OTHER COURT FILED DOCUMENT	OTHER COURT FILED DOCUMENT entered in the office of the County Clerk on November 25, 2013		Debora F Baker court user
351	11/25/2013	DECISION + ORDER ON MOTION	re: motion no. 023, DECISION + ORDER ON MOTION entered in the office of the County Clerk on November 25, 2013	023	Clifford Reig court user
352	11/25/2013	DECISION + ORDER ON MOTION	re: motion no. 025, DECISION + ORDER ON MOTION entered in the office of the County Clerk on November 25, 2013	025	Clifford Reig court user
353	11/25/2013	NOTICE OF ENTRY	Notice of Entry of Amended Decision & Order - Motion Sequence 23	023	ANDREW BRIAN CLUBOK
354	11/25/2013	NOTICE OF ENTRY	Notice of Entry of Amended Decision & Order - Motion Sequence 25	025	ANDREW BRIAN CLUBOK
355	11/25/2013	NOTICE OF APPEAL	--none--	025	ANDREW BRIAN CLUBOK
356	11/25/2013	PRE-ARGUMENT STATEMENT	--none--	025	ANDREW BRIAN CLUBOK
357	11/27/2013	AFFIRMATION/AFFIDAVIT OF SERVICE	Affirmation of Service of Opposition to Motion for Summary Judgment		MICHAEL ALEXANDER ONUFER
358	11/27/2013	AFFIRMATION/AFFIDAVIT OF SERVICE	Affirmation of Service of Notice of Appeal and Pre-argument Statement		DAVID EDWARD MYRE
359	12/06/2013	NOTICE OF CROSS APPEAL	Notice of Cross Appeal of Highland Credit Strategies Master Fund, L.P. and Highland Crusader Offshore Partners, L.P.	023	KIERAN M CORCORAN
360	12/06/2013	PRE-ARGUMENT STATEMENT	Pre-Argument Statement of Highland Credit Strategies Master Fund, L.P. and Highland Crusader Offshore Partners, L.P.	023	KIERAN M CORCORAN
361	12/11/2013	MEMORANDUM OF LAW IN REPLY	Reply Memorandum of Law of Defendants	026	KIERAN M CORCORAN
362	12/11/2013	AFFIDAVIT OR AFFIRMATION IN SUPPORT	Affirmation of Kieran M. Corcoran in Support of Reply Memorandum of Law	026	KIERAN M CORCORAN

363	12/11/2013	AFFIDAVIT OR AFFIRMATION IN REPLY	Reply Affidavit of Clifford Stoops	026	KIERAN M CORCORAN
364	12/11/2013	MEMORANDUM OF LAW IN REPLY	Reply Memorandum of Law of Defendants in Support of Summary Judgment	027	KIERAN M CORCORAN
365	12/11/2013	AFFIDAVIT OR AFFIRMATION IN SUPPORT	Affirmation of Kieran M. Corcoran in Support of Reply Memorandum of Law	027	KIERAN M CORCORAN
366	12/11/2013	AFFIDAVIT OR AFFIRMATION IN REPLY	Reply Affidavit of Clifford Stoops	027	KIERAN M CORCORAN
367	01/30/2014	NOTICE OF ENTRY	Notice of Entry of Decision and Order of the Appellate Division, First Department entered on January 30, 2014		ANDREW BRIAN CLUBOK
368	03/06/2014	TRANSCRIPT OF PROCEEDINGS	Feb. 14, 2014 Hearing Transcript	026	ANDREW BRIAN CLUBOK
369	03/06/2014	TRANSCRIPT OF PROCEEDINGS	Feb. 14, 2014 Hearing Transcript	027	ANDREW BRIAN CLUBOK
370	10/22/2014	LETTER / CORRESPONDENCE TO JUDGE	--none--	026	KIERAN M CORCORAN
371	10/22/2014	LETTER / CORRESPONDENCE TO JUDGE	--none--	027	KIERAN M CORCORAN
372	10/27/2014	ORDER - INTERIM	Re: Motion #026, INTERIM DECISION/ORDER entered in the office of the County Clerk on October 27, 2014	026	Debora F Baker court user
373	10/27/2014	ORDER - INTERIM	Re: Motion #027, INTERIM DECISION/ORDER entered in the office of the County Clerk on October 27, 2014	027	Debora F Baker court user
374	11/21/2014	STIPULATION - SO ORDERED	SO ORDERED STIPULATION entered in the office of the County Clerk on November 21, 2014		Julie Guadalupe court user
375	12/22/2014	LETTER / CORRESPONDENCE TO JUDGE	--none--	026	KIERAN M CORCORAN
376	12/22/2014	LETTER / CORRESPONDENCE TO JUDGE	--none--	027	KIERAN M CORCORAN
377	01/16/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	026	KIERAN M CORCORAN
378	01/16/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	027	KIERAN M CORCORAN
379	02/19/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	026	KIERAN M CORCORAN
380	02/19/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	027	KIERAN M CORCORAN
381	02/20/2015	LETTER/CORRESPONDENCE - SO ORDERED	SO ORDERED LETTER/CORRESPONDENCE entered in the office of the County Clerk on February 20, 2015		Debora F Baker court user
382	03/05/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	026	KIERAN M CORCORAN
383	03/05/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	027	KIERAN M CORCORAN
384	03/25/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	026	KIERAN M CORCORAN
385	03/25/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	027	KIERAN M CORCORAN
386	04/08/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	026	KIERAN M CORCORAN
387	04/08/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	027	KIERAN M CORCORAN
388	04/20/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	026	KIERAN M CORCORAN
389	04/20/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	027	KIERAN M CORCORAN
390	05/01/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	026	KIERAN M CORCORAN
391	05/01/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	027	KIERAN M CORCORAN
392	05/08/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	026	KIERAN M CORCORAN
393	05/08/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	027	KIERAN M CORCORAN
394	06/08/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	026	KIERAN M CORCORAN
395	06/08/2015	LETTER / CORRESPONDENCE TO JUDGE	--none--	027	KIERAN M CORCORAN
396	07/13/2015	STIPULATION - DISCONTINUANCE (POST RJI)	Stipulation of Discontinuance with Respect to Highland Credit Strategies Master Fund, L.P.		ANDREW BRIAN CLUBOK
397	07/21/2015	LETTER / CORRESPONDENCE TO JUDGE	re status update		ANDREW BRIAN CLUBOK
398	01/07/2016	LETTER / CORRESPONDENCE TO JUDGE	--none--		ANDREW BRIAN CLUBOK
399	01/07/2016	STIPULATION - DISCONTINUANCE (POST RJI)	Stipulation of Discontinuance with respect to Highland Crusader Offshore Partners, LP		ANDREW BRIAN CLUBOK
400	01/27/2016	REMITTITUR	--none--		Matthew Corkett court user
401	09/01/2016	LETTER / CORRESPONDENCE TO JUDGE	Letter from Clubok to Justice Friedman attaching Citibank decision		ANDREW BRIAN CLUBOK
402	01/26/2017	LETTER / CORRESPONDENCE TO JUDGE	Letter from A. Clubok to Justice Friedman re motion for preference		ANDREW BRIAN CLUBOK

403	02/01/2017	LETTER/CORRESPONDENCE - SO ORDERED	--none--		Debora F Baker court user
404	02/15/2017	NOTICE OF MOTION	Notice of Motion for a Trial Preference	028	ANDREW BRIAN CLUBOK
405	02/15/2017	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affirmation of Carrie J. Bodner in Support of Plaintiffs' Motion for a Trial Preference with Exhibits	028	ANDREW BRIAN CLUBOK
406	02/15/2017	MEMORANDUM OF LAW IN SUPPORT	Plaintiffs' Memorandum of Law in Support of Motion for Trial Preference Pursuant to CPLR 3403	028	ANDREW BRIAN CLUBOK
407	02/16/2017	AFFIRMATION/AFFIDAVIT OF SERVICE	M. Onufer's Affirmation of Service	028	MICHAEL ALEXANDER ONUFER
408	02/24/2017	MEMORANDUM OF LAW IN OPPOSITION	--none--	028	KIERAN M CORCORAN
409	02/24/2017	AFFIDAVIT OR AFFIRMATION IN SUPPORT	Affirmation of Kieran M. Corcoran in Support of Defendants' Memorandum of Law in Opposition to Plaintiffs' Motion for a Trial Preference	028	KIERAN M CORCORAN
410	02/24/2017	AFFIRMATION/AFFIDAVIT OF SERVICE	--none--	028	KIERAN M CORCORAN
411	03/24/2017	DECISION + ORDER ON MOTION	--none--	026	Ellen Apple court user
412	03/24/2017	DECISION + ORDER ON MOTION	--none--	027	Ellen Apple court user
413	03/27/2017	NOTICE OF ENTRY	Notice of Entry (Motion Seq. 026)	026	ANDREW BRIAN CLUBOK
414	03/27/2017	NOTICE OF ENTRY	Notice of Entry (Motion Seq. 027)	027	ANDREW BRIAN CLUBOK
415	04/07/2017	DECISION + ORDER ON MOTION	--none--	028	Ellen Apple court user
416	04/13/2017	NOTICE OF APPEAL	--none--	026	KIERAN M CORCORAN
417	04/13/2017	PRE-ARGUMENT STATEMENT	--none--	026	KIERAN M CORCORAN
418	04/13/2017	NOTICE OF APPEAL	--none--	027	KIERAN M CORCORAN
419	04/13/2017	PRE-ARGUMENT STATEMENT	--none--	027	KIERAN M CORCORAN
420	04/26/2017	NOTICE OF CROSS APPEAL	Notice of Cross Appeal	026	ANDREW BRIAN CLUBOK
421	04/26/2017	PRE-ARGUMENT STATEMENT	Plaintiffs/Cross-Appellants UBS Securities LLC and UBS AG, London Branch's Pre-Argument Statement with Exhibit A	026	ANDREW BRIAN CLUBOK
422	04/26/2017	NOTICE OF MOTION	Notice of Motion	029	ANDREW BRIAN CLUBOK
423	04/26/2017	MEMORANDUM OF LAW IN SUPPORT	Memorandum of Law in Support of Plaintiffs' Motion for Leave to Reargue	029	ANDREW BRIAN CLUBOK
424	05/05/2017	MEMORANDUM OF LAW IN OPPOSITION	--none--	029	KIERAN M CORCORAN
425	05/11/2017	MEMORANDUM OF LAW IN REPLY	Reply Memorandum of Law in Support of Plaintiffs' Motion for Leave to Reargue [REDACTED]	029	ANDREW BRIAN CLUBOK
426	05/12/2017	NOTICE OF APPEARANCE (POST RJI)	--none--		DEBORAH DEITSCH-PEREZ
427	05/22/2017	NOTICE OF MOTION	--none--	030	KIERAN M CORCORAN
428	05/22/2017	MEMORANDUM OF LAW IN SUPPORT	--none--	030	KIERAN M CORCORAN
429	05/22/2017	NOTICE OF MOTION	Notice of Plaintiffs' Omnibus Motion in Limine	031	ANDREW BRIAN CLUBOK
430	05/22/2017	MEMORANDUM OF LAW IN SUPPORT	Plaintiffs' Memorandum of Law in Support of their Omnibus Motion in Limine [Redacted]	031	ANDREW BRIAN CLUBOK
431	05/22/2017	AFFIDAVIT OR AFFIRMATION IN SUPPORT	Affirmation of Carrie J. Bodner in Support of Plaintiffs' Omnibus Motion in Limine	031	ANDREW BRIAN CLUBOK
432	06/02/2017	STIPULATION - OTHER - (REQUEST TO SO ORDER)	Stipulation Consenting to Counsel's Pro Hac Vice Application		KIERAN M CORCORAN
433	06/02/2017	AFFIRMATION	Affirmation of Kieran M. Corcoran in Support of Admitting Counsel Pro Hac Vice		KIERAN M CORCORAN
434	06/02/2017	AFFIDAVIT	Affidavit of Jan Michal Zapendowski in Support of Application to Admit Counsel Pro Hac Vice		KIERAN M CORCORAN
435	06/02/2017	AFFIDAVIT	Affidavit of Lawrence L. Budner in Support of Application to Admit Counsel Pro Hac Vice		KIERAN M CORCORAN
436	06/02/2017	AFFIDAVIT	Affidavit of Charles Jeffrey Price in Support of Application to Admit Counsel Pro Hac Vice		KIERAN M CORCORAN
437	06/02/2017	ORDER (PROPOSED)	--none--		KIERAN M CORCORAN
438	06/13/2017	MEMORANDUM OF LAW IN OPPOSITION	Please disregard Motion 30. Document #438 pertains to Motion #31.	030	KIERAN M CORCORAN
439	06/13/2017	AFFIDAVIT OR AFFIRMATION IN SUPPORT	Please disregard Motion 30. Document #439 pertains to Motion #31.	030	KIERAN M CORCORAN
440	06/13/2017	MEMORANDUM OF LAW IN OPPOSITION	Plaintiffs' Opposition to Defendants' Motion in Limine	030	ANDREW BRIAN CLUBOK
441	06/13/2017	AFFIDAVIT OR AFFIRMATION IN SUPPORT	Affirmation of C. Bodner in Support of Plaintiffs' Opposition to Defendants' Motion in Limine	030	ANDREW BRIAN CLUBOK

442	06/16/2017	ORDER - OTHER	Pro Hac Vice - Lackey Hershman, LLP		Debora F Baker court user
443	07/05/2017	TRANSCRIPT OF PROCEEDINGS	June 27, 2017 Pre-Trial Conference Transcript		ANDREW BRIAN CLUBOK
444	09/20/2017	DECISION + ORDER ON MOTION	--none--	029	Ellen Apple court user
445	09/21/2017	NOTICE OF ENTRY	Notice of Entry of Order Entered on 9/20/17	029	ANDREW BRIAN CLUBOK
446	10/18/2017	NOTICE OF APPEAL	--none--	029	KIERAN M CORCORAN
447	10/18/2017	PRE-ARGUMENT STATEMENT	--none--	029	KIERAN M CORCORAN
448	11/24/2017	REMITTITUR	--none--		Janaud Miller court user
449	01/12/2018	DECISION + ORDER ON MOTION	--none--	031	Carol Ann Boyce court user
450	01/12/2018	DECISION + ORDER ON MOTION	--none--	030	Kim Martin court user
451	02/08/2018	CONSENT TO CHANGE ATTORNEY (POST RJI)	--none--		GAYLE R KLEIN
452	03/08/2018	EXPARTE ORDER (PROPOSED)	Order to Show Cause Admitting Counsel Pro Hac Vice	032	GAYLE R KLEIN
453	03/08/2018	AFFIRMATION	Affirmation of Gayle R. Klein in Support of Admission Pro Hac Vice	032	GAYLE R KLEIN
454	03/08/2018	EXHIBIT(S)	Ex. 1 Affirmation of Gayle R. Klein in Support of Admission Pro Hac Vice	032	GAYLE R KLEIN
455	03/08/2018	EXHIBIT(S)	Ex. 2 Affirmation of Gayle R. Klein in Support of Admission Pro Hac Vice	032	GAYLE R KLEIN
456	03/08/2018	EXHIBIT(S)	Ex. 3 Affirmation of Gayle R. Klein in Support of Admission Pro Hac Vice	032	GAYLE R KLEIN
457	03/08/2018	STIPULATION - OTHER	Stipulation Consenting to Pro Hac Vice Admission	032	GAYLE R KLEIN
458	03/12/2018	DECISION + ORDER ON MOTION	--none--	032	Ellen Apple court user
459	03/13/2018	LETTER / CORRESPONDENCE TO JUDGE	Joint letter regarding June 4 trial		GAYLE R KLEIN
460	03/21/2018	NOTICE OF ENTRY	Notice of Entry		ANDREW BRIAN CLUBOK
461	03/21/2018	NOTICE OF ENTRY	Notice of Entry	026	ANDREW BRIAN CLUBOK
462	03/21/2018	NOTICE OF ENTRY	Notice of Entry	027	ANDREW BRIAN CLUBOK
463	04/17/2018	NOTICE OF MOTION	--none--	033	ANDREW BRIAN CLUBOK
464	04/17/2018	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affirmation of Andrew B. Clubok	033	ANDREW BRIAN CLUBOK
465	04/17/2018	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affidavit of Elizabeth Deeley	033	ANDREW BRIAN CLUBOK
466	04/17/2018	EXHIBIT(S)	Certificate of Good Standing	033	ANDREW BRIAN CLUBOK
467	04/17/2018	STIPULATION - OTHER	Stipulation Consenting to Pro Hac Vice Admission	033	ANDREW BRIAN CLUBOK
468	04/17/2018	ORDER (PROPOSED)	(Proposed) Order Admitting Attorney Pro Hac Vice	033	ANDREW BRIAN CLUBOK
469	04/18/2018	MEMORANDUM	Defendants Memorandum of Law in Support of a Single Trial		GAYLE R KLEIN
470	04/18/2018	EXHIBIT(S)	Ex. A to Defendants Memorandum of Law in Support of a Single Trial		GAYLE R KLEIN
471	04/18/2018	EXHIBIT(S)	Ex. B to Defendants Memorandum of Law in Support of a Single Trial		GAYLE R KLEIN
472	04/18/2018	PRE-TRIAL MEMORANDUM	Plaintiffs' Pre-Trial Brief in Support of Bifurcation of Trial		ANDREW BRIAN CLUBOK
473	04/18/2018	AFFIRMATION	Affirmation of Michael A. Onufer in Support of Plaintiffs Brief in Support of Bifurcation of Trial		ANDREW BRIAN CLUBOK
474	04/18/2018	EXHIBIT(S)	Restructured Engagement Ltr.		ANDREW BRIAN CLUBOK
475	04/18/2018	EXHIBIT(S)	Restructured Cash Warehouse Agmt.		ANDREW BRIAN CLUBOK
476	04/18/2018	EXHIBIT(S)	Restructured Synthetic Warehouse Agmt.		ANDREW BRIAN CLUBOK
477	04/18/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
478	04/18/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
479	04/18/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
480	04/18/2018	EXHIBIT(S)	12/03/2008 Notice of Failed Collateral Deposit		ANDREW BRIAN CLUBOK
481	04/18/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
482	04/18/2018	EXHIBIT(S)	12/19/2008 Demand for Payment		ANDREW BRIAN CLUBOK

483	04/18/2018	EXHIBIT(S)	12/19/2008 Demand for Payment		ANDREW BRIAN CLUBOK
484	04/18/2018	EXHIBIT(S)	Second Amended Complaint		ANDREW BRIAN CLUBOK
485	04/18/2018	EXHIBIT(S)	UBS v. HCM 2010 Complaint		ANDREW BRIAN CLUBOK
486	04/18/2018	EXHIBIT(S)	HCM Amended Answer & Counterclaims		ANDREW BRIAN CLUBOK
487	04/18/2018	EXHIBIT(S)	11/10/2014 Corcoran Letter		ANDREW BRIAN CLUBOK
488	04/18/2018	EXHIBIT(S)	11/13/2014 Clubok Letter		ANDREW BRIAN CLUBOK
489	04/18/2018	EXHIBIT(S)	06/27/2017 Pretrial Conf. Tr.		ANDREW BRIAN CLUBOK
490	04/18/2018	EXHIBIT(S)	10/31/2017 1st Dept Decision		ANDREW BRIAN CLUBOK
491	04/18/2018	EXHIBIT(S)	03/15/2018 1st Dept Decision		ANDREW BRIAN CLUBOK
492	04/18/2018	EXHIBIT(S)	03/13/2008 Joint Letter to J. Friedman		ANDREW BRIAN CLUBOK
493	04/18/2018	AFFIRMATION/AFFIDAVIT OF SERVICE	--none--		ANDREW BRIAN CLUBOK
494	05/04/2018	TRANSCRIPT OF PROCEEDINGS	--none--		ANDREW BRIAN CLUBOK
495	05/04/2018	EXHIBIT(S)	Errata Sheet		ANDREW BRIAN CLUBOK
496	05/09/2018	LETTER / CORRESPONDENCE TO JUDGE	Joint Letter to Justice Friedman re: Pretrial Briefing and Schedule		ANDREW BRIAN CLUBOK
497	05/21/2018	DECISION + ORDER ON MOTION	--none--	033	Celia Rodriguez court user
498	06/04/2018	PRE-TRIAL MEMORANDUM	Pre-Trial Brief		GAYLE R KLEIN
499	06/04/2018	AFFIRMATION	Klein Affirmation		GAYLE R KLEIN
500	06/04/2018	EXHIBIT(S)	UBS Annual Report		GAYLE R KLEIN
501	06/04/2018	EXHIBIT(S)	UBS May 18 Email		GAYLE R KLEIN
502	06/04/2018	EXHIBIT(S)	Proposed 2nd Amended Answer		GAYLE R KLEIN
503	06/04/2018	EXHIBIT(S)	UBS May 31 Email		GAYLE R KLEIN
504	06/04/2018	EXHIBIT(S)	Dudney Rebuttal Report		GAYLE R KLEIN
505	06/04/2018	PRE-TRIAL MEMORANDUM	Plaintiffs' Pre-Trial Brief on Legal Issues		ANDREW BRIAN CLUBOK
506	06/04/2018	AFFIRMATION	Affirmation of Michael A. Onufer in Support of Plaintiffs' Pre-Trial Brief on Legal Issues		ANDREW BRIAN CLUBOK
507	06/04/2018	EXHIBIT(S)	Engagement Letter		ANDREW BRIAN CLUBOK
508	06/04/2018	EXHIBIT(S)	Cash Warehouse Agmt.		ANDREW BRIAN CLUBOK
509	06/04/2018	EXHIBIT(S)	Synthetic Warehouse Agmt.		ANDREW BRIAN CLUBOK
510	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
511	06/04/2018	EXHIBIT(S)	5-1-2018 Telephonic Conference Transcript		ANDREW BRIAN CLUBOK
512	06/04/2018	EXHIBIT(S)	Credit Default Swaps		ANDREW BRIAN CLUBOK
513	06/04/2018	EXHIBIT(S)	AIG in Hindsight		ANDREW BRIAN CLUBOK
514	06/04/2018	EXHIBIT(S)	Bloomberg Screen Shots		ANDREW BRIAN CLUBOK
515	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
516	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
517	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
518	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
519	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
520	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
521	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
522	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
523	06/04/2018	EXHIBIT(S)	Original Synthetic Warehouse Agmt.		ANDREW BRIAN CLUBOK
524	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
525	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
526	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK

527	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
528	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
529	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
530	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
531	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
532	06/04/2018	EXHIBIT(S)	UBS-00006056-57		ANDREW BRIAN CLUBOK
533	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
534	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
535	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
536	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
537	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
538	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
539	06/04/2018	EXHIBIT(S)	Orbis Company Report		ANDREW BRIAN CLUBOK
540	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
541	06/04/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
542	06/08/2018	LETTER / CORRESPONDENCE TO JUDGE	June 8, 2018 Joint Letter		ANDREW BRIAN CLUBOK
543	06/08/2018	EXHIBIT(S)	6/8/18 Exhibit		ANDREW BRIAN CLUBOK
544	06/11/2018	NOTICE OF APPEARANCE (POST RJI)	Notice of Appearance of Alysha M. Naik		ALYSHA M. NAIK
545	06/11/2018	NOTICE OF APPEARANCE (POST RJI)	Notice of Appearance of Kuangyan Huang		KUANGYAN HUANG
546	06/12/2018	NOTICE OF APPEARANCE (POST RJI)	Notice of Appearance Jillian M. Raines		JILLIAN MICHELE RAINES
547	06/12/2018	NOTICE OF APPEARANCE (POST RJI)	Notice of Appearance John C. Briody		JOHN CHRISTOPHER BRIODY
548	06/12/2018	NOTICE OF APPEARANCE (POST RJI)	Notice of Appearance Elizabeth V. Curran		ELIZABETH CURRAN
549	06/12/2018	ORDER (PROPOSED)	[Proposed] Agreed Order Regarding Pretrial Evidence		GAYLE R KLEIN
550	06/19/2018	TRANSCRIPT OF PROCEEDINGS	Transcript of pre-trial conference held before Justice Friedman on June 12, 2018		ANDREW BRIAN CLUBOK
551	06/20/2018	PRE-TRIAL MEMORANDUM	Plaintiffs' Pre-Trial Response Brief on Legal Issues		ANDREW BRIAN CLUBOK
552	06/20/2018	AFFIRMATION	Supplemental Affirmation of Michael A. Onufer in Support of Plaintiffs' Pre-Trial Brief on Legal Issues		ANDREW BRIAN CLUBOK
553	06/20/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
554	06/20/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
555	06/20/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
556	06/20/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
557	06/20/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
558	06/20/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
559	06/20/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
560	06/20/2018	EXHIBIT(S)	Confidential Pursuant to Protective Order		ANDREW BRIAN CLUBOK
561	06/20/2018	PRE-TRIAL MEMORANDUM	Defendants Supplemental Phase I Pre-Trial Brief		GAYLE R KLEIN
562	06/20/2018	AFFIRMATION	Klein Affirmation in Support of Defendants Supplemental Phase I Pre-Trial Brief		GAYLE R KLEIN
563	06/20/2018	EXHIBIT(S)	UBS email January 8, 2008		GAYLE R KLEIN
564	06/20/2018	EXHIBIT(S)	Transcript excerpts		GAYLE R KLEIN
565	06/20/2018	EXHIBIT(S)	UBS form		GAYLE R KLEIN
566	06/20/2018	EXHIBIT(S)	UBS email March 28, 2008		GAYLE R KLEIN
567	06/20/2018	EXHIBIT(S)	UBS email March 14, 2008		GAYLE R KLEIN
568	06/20/2018	EXHIBIT(S)	Expert Report		GAYLE R KLEIN
569	06/20/2018	EXHIBIT(S)	OBrien Obituary		GAYLE R KLEIN
570	06/20/2018	EXHIBIT(S)	Expert Report		GAYLE R KLEIN
571	06/20/2018	EXHIBIT(S)	Archer Daniels v. AON		GAYLE R KLEIN

572	06/29/2018	NOTICE OF APPEARANCE (POST RJI)	Notice of Appearance		SUSAN E. ENGEL
573	07/06/2018	NOTICE OF MOTION	--none--	034	ANDREW BRIAN CLUBOK
574	07/06/2018	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affirmation of Andrew B. Clubok	034	ANDREW BRIAN CLUBOK
575	07/06/2018	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affidavit of Robbie J. Norton	034	ANDREW BRIAN CLUBOK
576	07/06/2018	EXHIBIT(S)	Certificates of Good Standing	034	ANDREW BRIAN CLUBOK
577	07/06/2018	STIPULATION - OTHER	Stipulation Consenting to Pro Hac Vice Admission	034	ANDREW BRIAN CLUBOK
578	07/06/2018	ORDER (PROPOSED)	(Proposed) Order Admitting Attorney Pro Hac Vice	034	ANDREW BRIAN CLUBOK
579	07/12/2018	EXPARTE ORDER (PROPOSED)	Order to Show Cause Admitting Counsel Pro Hac Vice	035	GAYLE R KLEIN
580	07/12/2018	AFFIRMATION	Affirmation of Gayle R. Klein in Support of Admission Pro Hac Vice	035	GAYLE R KLEIN
581	07/12/2018	EXHIBIT(S)	Ex. 1 Affirmation of Gayle R. Klein in Support of Admission Pro Hac Vice	035	GAYLE R KLEIN
582	07/12/2018	STIPULATION - OTHER	Stipulation Consenting to Pro Hac Vice Admission	035	GAYLE R KLEIN
583	07/26/2018	DECISION + ORDER ON MOTION	--none--	035	Celia Rodriguez court user
584	07/26/2018	DECISION + ORDER ON MOTION	--none--	034	Celia Rodriguez court user
585	08/16/2018	NOTICE OF ENTRY	--none--	026	ANDREW BRIAN CLUBOK
586	08/16/2018	NOTICE OF ENTRY	--none--	027	ANDREW BRIAN CLUBOK
587	10/03/2018	STIPULATION - OTHER - (REQUEST TO SO ORDER)	Stipulation and [Proposed] Order		ANDREW BRIAN CLUBOK
588	10/04/2018	ORDER - OTHER	--none--		Fred Whitmarsh court user
589	10/09/2018	STIPULATION - OTHER	Stipulation & Proposed Order re Briefing Schedule		GAYLE R KLEIN
590	10/10/2018	FINDINGS OF FACT/CONCLUSIONS OF LAW (PROPOSED)	--none--		ANDREW BRIAN CLUBOK
591	10/10/2018	MEMORANDUM	Plaintiffs' Post-Trial Brief on Legal Issues (Redacted)		ANDREW BRIAN CLUBOK
592	10/10/2018	MEMORANDUM	Post Trial Memorandum		GAYLE R KLEIN
593	10/10/2018	AFFIRMATION	Klein Affirmation in Support Post Trial Memorandum		GAYLE R KLEIN
594	10/10/2018	EXHIBIT(S)	Ex. 1 Klein Affirmation in Support Post Trial Memorandum		GAYLE R KLEIN
595	10/10/2018	EXHIBIT(S)	Ex. 2 Klein Affirmation in Support Post Trial Memorandum		GAYLE R KLEIN
596	10/10/2018	EXHIBIT(S)	Ex. 3 Klein Affirmation in Support Post Trial Memorandum		GAYLE R KLEIN
597	10/10/2018	FINDINGS OF FACT/CONCLUSIONS OF LAW (PROPOSED)	The Fund Counterparties' and Highland Capital Management, L.P.'s Proposed Findings of Fact and Conclusions of Law		GAYLE R KLEIN
598	10/11/2018	TRANSCRIPT OF PROCEEDINGS	Transcript of Trial held on July 9, 2018		ANDREW BRIAN CLUBOK
599	10/11/2018	TRANSCRIPT OF PROCEEDINGS	Transcript of Trial held on July 10, 2018		ANDREW BRIAN CLUBOK
600	10/11/2018	TRANSCRIPT OF PROCEEDINGS	Transcript of Trial held on July 11, 2018		ANDREW BRIAN CLUBOK
601	10/11/2018	TRANSCRIPT OF PROCEEDINGS	Transcript of Trial held on July 12, 2018		ANDREW BRIAN CLUBOK
602	10/11/2018	TRANSCRIPT OF PROCEEDINGS	Transcript of Trial held on July 13, 2018		ANDREW BRIAN CLUBOK
603	10/11/2018	TRANSCRIPT OF PROCEEDINGS	Transcript of Trial held on July 16, 2018		ANDREW BRIAN CLUBOK
604	10/11/2018	TRANSCRIPT OF PROCEEDINGS	Transcript of Trial held on July 17, 2018		ANDREW BRIAN CLUBOK
605	10/11/2018	TRANSCRIPT OF PROCEEDINGS	Transcript of Trial held on July 18, 2018		ANDREW BRIAN CLUBOK
606	10/11/2018	TRANSCRIPT OF PROCEEDINGS	Transcript of Trial held on July 19, 2018		ANDREW BRIAN CLUBOK
607	10/11/2018	TRANSCRIPT OF PROCEEDINGS	Transcript of Trial held on July 20, 2018		ANDREW BRIAN CLUBOK
608	10/11/2018	TRANSCRIPT OF PROCEEDINGS	Transcript of Trial held on July 25, 2018		ANDREW BRIAN CLUBOK
609	10/11/2018	TRANSCRIPT OF PROCEEDINGS	Transcript of Trial held on July 26, 2018		ANDREW BRIAN CLUBOK
610	10/11/2018	TRANSCRIPT OF PROCEEDINGS	Transcript of Trial held on July 27, 2018		ANDREW BRIAN CLUBOK
611	10/11/2018	INFORMATIONAL STATEMENT	Errata Sheet for July 9, 2018 July 27, 2018 Trial Transcripts		ANDREW BRIAN CLUBOK
612	12/03/2018	NOTICE OF ENTRY	Notice of Entry	026	ANDREW BRIAN CLUBOK
613	12/03/2018	NOTICE OF ENTRY	Notice of Entry	027	ANDREW BRIAN CLUBOK

614	12/19/2018	LETTER / CORRESPONDENCE TO JUDGE	Joint letter to Judge Friedman re Trial Exhibit Lists		GAYLE R KLEIN
615	12/19/2018	EXHIBIT(S)	Joint Trial Exhibit Lists		GAYLE R KLEIN
616	04/01/2019	CONSENT TO CHANGE ATTORNEY (POST RJI)	Consent to Substitution of Attorney		JEFFREY E GROSS
617	06/06/2019	NOTICE OF MOTION	Notice of Motion for an Order granting Defendants Judgment During Trial on the Fifth Cause of Action in the Second Amended Complaint	036	ANGELA JENNIFER SOMERS
618	06/06/2019	MEMORANDUM OF LAW IN SUPPORT	Memorandum of Law in Support of Motion for an Order granting Defendants Judgment During Trial on the Fifth Cause of Action in the Second Amended Complaint	036	ANGELA JENNIFER SOMERS
619	06/06/2019	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affirmation of Angela J. Somers in Support of Motion	036	ANGELA JENNIFER SOMERS
620	06/06/2019	EXHIBIT(S)	Confidential	036	ANGELA JENNIFER SOMERS
621	06/06/2019	EXHIBIT(S)	Confidential	036	ANGELA JENNIFER SOMERS
622	06/06/2019	EXHIBIT(S)	Confidential	036	ANGELA JENNIFER SOMERS
623	06/06/2019	EXHIBIT(S)	Confidential	036	ANGELA JENNIFER SOMERS
624	06/06/2019	EXHIBIT(S)	Confidential	036	ANGELA JENNIFER SOMERS
625	06/06/2019	EXHIBIT(S)	Confidential	036	ANGELA JENNIFER SOMERS
626	06/06/2019	EXHIBIT(S)	Original Synthetic Warehouse	036	ANGELA JENNIFER SOMERS
627	06/06/2019	EXHIBIT(S)	Original Cash Warehouse	036	ANGELA JENNIFER SOMERS
628	06/06/2019	EXHIBIT(S)	Original LOE	036	ANGELA JENNIFER SOMERS
629	06/06/2019	EXHIBIT(S)	Synthetic Warehouse Agreement	036	ANGELA JENNIFER SOMERS
630	06/06/2019	EXHIBIT(S)	2008 Cash Warehouse Agreement	036	ANGELA JENNIFER SOMERS
631	06/06/2019	EXHIBIT(S)	March 2008 LOE	036	ANGELA JENNIFER SOMERS
632	06/06/2019	EXHIBIT(S)	Trial Excerpts	036	ANGELA JENNIFER SOMERS
633	06/06/2019	EXHIBIT(S)	Confidential	036	ANGELA JENNIFER SOMERS
634	06/06/2019	EXHIBIT(S)	Confidential	036	ANGELA JENNIFER SOMERS
635	06/06/2019	EXHIBIT(S)	Confidential	036	ANGELA JENNIFER SOMERS
636	06/06/2019	AFFIRMATION/AFFIDAVIT OF SERVICE	--none--	036	ANGELA JENNIFER SOMERS
637	07/03/2019	STIPULATION - WITHDRAWING MOTION/ORDER TO SHOW CAUSE - BEFORE JUDGE	Stipulation Withdrawing Motion to be So Ordered	036	ANGELA JENNIFER SOMERS
638	07/18/2019	DECISION + ORDER ON MOTION	--none--	036	Tiffani Stevens court user
639	10/11/2019	CONSENT TO CHANGE ATTORNEY (POST RJI)	Notice of Withdrawal of Appearance		ANDREW BRIAN CLUBOK
640	10/17/2019	LETTER / CORRESPONDENCE TO JUDGE	Letter re: bankruptcy filing		ANGELA JENNIFER SOMERS
641	11/14/2019	ORDER - SEALING	--none--		Frankie Almanzar court user
642	11/22/2019	LETTER / CORRESPONDENCE TO JUDGE	--none--		ANDREW BRIAN CLUBOK
643	01/23/2020	ORDER - OTHER	--none--		Arlene Moschello

					court user
644	02/10/2020	JUDGMENT - SIGNED BY COURT TO COUNTY CLERK	--none--		Arlene Moschello court user
645	01/24/2020	NOTICE TO COUNTY CLERK CPLR 8019(C)	Notice re: Court order to unseal Docket No. 641		ANDREW BRIAN CLUBOK
646	02/10/2020	JUDGMENT	--none--		Dawn Batts court user
647	03/04/2020	ORDER - OTHER	--none--		Debora F Baker court user
648	09/14/2020	NOTICE OF ENTRY	--none--		ANDREW BRIAN CLUBOK
649	09/14/2020	EXHIBIT(S)	Judgment entered 2/10/2020		ANDREW BRIAN CLUBOK
650	09/14/2020	EXHIBIT(S)	Decision and Order entered 11/14/19		ANDREW BRIAN CLUBOK
651	12/09/2020	NOTIFICATION FROM COURT	Notice of Neutral Evaluation Program - Commercial Division - Supreme NY Civil		michael Habich court user
652	12/10/2020	NOTIFICATION FROM COURT	CORRECTION TO PRIOR NOTICE		michael Habich court user
653	02/08/2021	ORDER TO SHOW CAUSE (PROPOSED)	--none--	037	WILLIAM THOMAS REID
654	02/08/2021	AFFIDAVIT OR AFFIRMATION IN SUPPORT	Affirmation of William T. Reid, IV in Support of Motion to Withdraw as Counsel to Defendants	037	WILLIAM THOMAS REID
655	02/10/2021	ORDER TO SHOW CAUSE	--none--	037	Herbet Z. Rosen court user
656	02/16/2021	AFFIRMATION/AFFIDAVIT OF SERVICE	--none--	037	YONAH JAFFE
657	03/03/2021	MEMORANDUM OF LAW IN OPPOSITION	Plaintiffs' Opposition to Reid Collins's Motion to Withdraw	037	SUSAN E. ENGEL
658	03/08/2021	MEMORANDUM OF LAW IN REPLY	--none--	037	WILLIAM THOMAS REID
659	03/12/2021	AFFIRMATION/AFFIDAVIT OF SERVICE	--none--	037	YONAH JAFFE
660	04/06/2021	DECISION + ORDER ON MOTION	--none--	037	Melissa Anne Crane court user
661	04/07/2021	NOTICE OF ENTRY	Order with Notice of Entry and Back	037	JEFFREY E GROSS
662	04/08/2021	AFFIRMATION/AFFIDAVIT OF SERVICE	Affirmation of Service re: Notice of Entry (NYSCEF No. 661)	037	YONAH JAFFE
663	04/17/2021	NOTICE OF APPEARANCE (POST RJI)	--none--		HOWARD PETER MAGALIFF
664	06/15/2021	NOTICE OF APPEARANCE (POST RJI)	--none--		SHANNON ELIZABETH MCLAUGHLIN
665	06/17/2021	ORDER - OTHER (NON-MOTION)	--none--		Debora F Baker court user
666	06/30/2021	JUDGMENT - (PROPOSED) SUBMIT JUDGMENT PER JUDGES DECISION	[Proposed] Judgment		ANDREW BRIAN CLUBOK
667		JUDGMENT - SIGNED BY COURT TO COUNTY CLERK	Order		Debora F Baker court user
668	07/30/2021	ORDER - DEFAULT JUDGMENT	--none--		Debora F Baker court user
669	09/03/2021	NOTICE OF APPEARANCE (POST RJI)	Limited Notice of Appearance of Katherine R. Catanese		KATHERINE ROSE CATANESE
670	09/03/2021	LETTER / CORRESPONDENCE TO JUDGE	Letter to Judge Crane Re Protective Order		KATHERINE ROSE CATANESE
671	09/03/2021	EXHIBIT(S)	Subpoena		KATHERINE ROSE CATANESE
672	09/10/2021	LETTER / CORRESPONDENCE TO JUDGE	Letter Response to Non-Party Sentinel's Letter Dated September 3, 2021		ANDREW BRIAN CLUBOK
673	09/10/2021	EXHIBIT(S)	Purchase Agreement		ANDREW BRIAN CLUBOK
674	09/10/2021	EXHIBIT(S)	Settlement Analysis		ANDREW BRIAN CLUBOK
675	09/10/2021	EXHIBIT(S)	Sentinel Ownership Information		ANDREW BRIAN CLUBOK
676	09/10/2021	EXHIBIT(S)	Beecher Subpoena		ANDREW BRIAN CLUBOK
677	09/10/2021	EXHIBIT(S)	Burt Email		ANDREW BRIAN CLUBOK
678	09/13/2021	NOTICE OF APPEARANCE (POST RJI)	--none--		SEAN HENRY MCMAHON
679	09/13/2021	NOTICE OF MOTION	--none--	038	SEAN HENRY MCMAHON

680	09/13/2021	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affirmation of Sean H. McMahon	038	SEAN HENRY MCMAHON
681	09/13/2021	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affidavit of Jason R. Burt	038	SEAN HENRY MCMAHON
682	09/13/2021	EXHIBIT(S)	Certificate of Good Standing	038	SEAN HENRY MCMAHON
683	09/13/2021	ORDER (PROPOSED)	[Proposed] Order Admitting Attorney Pro Hac Vice	038	SEAN HENRY MCMAHON
684	09/20/2021	NOTICE OF MOTION	Notice of Motion for a Protective Order	039	KATHERINE ROSE CATANESE
685	09/21/2021	MEMORANDUM OF LAW	Memorandum of Law in Support of Protective Order	039	KATHERINE ROSE CATANESE
686	09/21/2021	AFFIRMATION OF GOOD FAITH	--none--	039	KATHERINE ROSE CATANESE
687	09/21/2021	AFFIDAVIT	Affidavit of Casey McDonald	039	KATHERINE ROSE CATANESE
688	09/21/2021	EXHIBIT(S)	Management Agreement	039	KATHERINE ROSE CATANESE
689	09/21/2021	AFFIRMATION	Affirmation of Katherine R. Catanese	039	KATHERINE ROSE CATANESE
690	09/21/2021	EXHIBIT(S)	Breecher Objection Letter	039	KATHERINE ROSE CATANESE
691	09/21/2021	EXHIBIT(S)	Email from Hon. Judge Crane	039	KATHERINE ROSE CATANESE
692	09/21/2021	EXHIBIT(S)	Correspondence with UBS	039	KATHERINE ROSE CATANESE
693	09/21/2021	EXHIBIT(S)	Breecher NY Subpoena	039	KATHERINE ROSE CATANESE
694	09/21/2021	EXHIBIT(S)	Breecher Texas Subpoena	039	KATHERINE ROSE CATANESE
695	09/21/2021	EXHIBIT(S)	Breecher Information Subpoena NY	039	KATHERINE ROSE CATANESE
696	09/21/2021	ORDER (PROPOSED)	--none--	039	KATHERINE ROSE CATANESE
697	09/21/2021	MEMORANDUM OF LAW IN SUPPORT	Corrected Memorandum of Law in Support of Motion for a Protective Order	039	KATHERINE ROSE CATANESE
698	09/30/2021	MEMORANDUM OF LAW IN OPPOSITION	UBS's Opposition to Motion of Foreign Non-Party Sentinel Reinsurance, Ltd. for Protective Order	039	SHANNON ELIZABETH MCLAUGHLIN
699	09/30/2021	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Affirmation of Shannon McLaughlin in Support of UBS's Opposition to Motion of Foreign Non-Party Sentinel Reinsurance, Ltd. for Protective Order	039	SHANNON ELIZABETH MCLAUGHLIN
700	09/30/2021	EXHIBIT(S)	August 2017 Purchase Agreement	039	SHANNON ELIZABETH MCLAUGHLIN
701	09/30/2021	EXHIBIT(S)	April 19, 2017 Email	039	SHANNON ELIZABETH MCLAUGHLIN
702	09/30/2021	EXHIBIT(S)	Sentinel Ownership Chart	039	SHANNON ELIZABETH MCLAUGHLIN
703	09/30/2021	EXHIBIT(S)	July 15, 2021 Letter	039	SHANNON ELIZABETH MCLAUGHLIN
704	09/30/2021	EXHIBIT(S)	Sentinel Written Resolutions	039	SHANNON ELIZABETH MCLAUGHLIN
705	09/30/2021	EXHIBIT(S)	August 24, 2021 Subpoena	039	SHANNON ELIZABETH MCLAUGHLIN
706	09/30/2021	EXHIBIT(S)	August 20, 2021 Foley Correspondence	039	SHANNON ELIZABETH MCLAUGHLIN
707	09/30/2021	EXHIBIT(S)	August 20, 2021 Keidel Correspondence	039	SHANNON ELIZABETH MCLAUGHLIN
708	09/30/2021	EXHIBIT(S)	August 24, 2021 Correspondence	039	SHANNON ELIZABETH MCLAUGHLIN

709	09/30/2021	EXHIBIT(S)	August 30, 2021 Letter	039	SHANNON ELIZABETH MCLAUGHLIN
710	10/06/2021	MEMORANDUM OF LAW IN REPLY	Reply Memorandum of Law in Support of Motion for Protective Order	039	KATHERINE ROSE CATANESE
711	10/06/2021	AFFIDAVIT	Affidavit of Casey McDonald	039	KATHERINE ROSE CATANESE
712	10/06/2021	EXHIBIT(S)	May 14th Letter	039	KATHERINE ROSE CATANESE
713	10/06/2021	EXHIBIT(S)	July 21st Letter	039	KATHERINE ROSE CATANESE
714	10/06/2021	AFFIRMATION	Affirmation of Katherine R. Catanese	039	KATHERINE ROSE CATANESE
715	10/06/2021	EXHIBIT(S)	Exhibit A to the Affirmation of Katherine R. Catanese	039	KATHERINE ROSE CATANESE
716	10/06/2021	EXHIBIT(S)	Exhibit B to the Affirmation of Katherine R. Catanese	039	KATHERINE ROSE CATANESE
717	10/06/2021	EXHIBIT(S)	Exhibit C to the Affirmation of Katherine R. Catanese	039	KATHERINE ROSE CATANESE
718	10/06/2021	EXHIBIT(S)	Exhibit D to the Affirmation of Katherine R. Catanese	039	KATHERINE ROSE CATANESE
719	10/06/2021	NOTICE OF APPEARANCE (POST RJI)	Limited Notice of Appearance of Alissa Nann		KATHERINE ROSE CATANESE
720	10/12/2021	LETTER / CORRESPONDENCE TO JUDGE	Letter Requesting Oral Argument	039	KATHERINE ROSE CATANESE
721	10/13/2021	LETTER / CORRESPONDENCE TO JUDGE	Letter Response to Sentinel's Request for Argument	039	SHANNON ELIZABETH MCLAUGHLIN
722	02/07/2022	ORDER - OTHER (MOTION RELATED)	Pro Hac Vice - Jason R. Burt	038	Debora F Baker court user
723	11/11/2021	STIPULATION - WITHDRAWING MOTION/ORDER TO SHOW CAUSE - BEFORE JUDGE	Stipulation Withdrawing Motion	039	KATHERINE ROSE CATANESE
724	11/11/2021	EXHIBIT(S)	Northern District of Texas Bankruptcy Court Order Denying Motion for Protective Order	039	KATHERINE ROSE CATANESE
725	12/13/2021	NOTICE OF MOTION	Notice of Motion for Turnover Order Under CPLR 5225(a) and 5226	040	ANDREW BRIAN CLUBOK
726	12/13/2021	MEMORANDUM OF LAW IN SUPPORT	Memorandum of Law in Support of Motion for Turnover Order Under CPLR 5225(a) and 5226	040	ANDREW BRIAN CLUBOK
727	12/13/2021	AFFIRMATION	Affirmation of Shannon McLaughlin in Support of Motion for Turnover	040	SHANNON ELIZABETH MCLAUGHLIN
728	12/13/2021	EXHIBIT(S)	Cash Transfer Agreement	040	SHANNON ELIZABETH MCLAUGHLIN
729	12/13/2021	EXHIBIT(S)	Settlement Analysis	040	SHANNON ELIZABETH MCLAUGHLIN
730	12/13/2021	EXHIBIT(S)	Purchase Agreement	040	SHANNON ELIZABETH MCLAUGHLIN
731	12/13/2021	EXHIBIT(S)	Oct. 2021 BONY Statement (sealed)	040	SHANNON ELIZABETH MCLAUGHLIN
732	12/13/2021	EXHIBIT(S)	Oct. 2021 Greenbriar CLO Valuation Report (sealed)	040	SHANNON ELIZABETH MCLAUGHLIN
733	12/13/2021	EXHIBIT(S)	BONY Restraining Notice	040	SHANNON ELIZABETH MCLAUGHLIN
734	12/13/2021	ORDER (PROPOSED)	Proposed Order	040	ANDREW BRIAN CLUBOK
735	12/30/2021	STIPULATION - OTHER	Stipulation re Turnover Motion	040	ANDREW BRIAN CLUBOK
736	01/05/2022	DECISION + ORDER ON MOTION	--none--	040	Debora F Baker court user
737	02/10/2022	NOTICE OF MOTION	Notice of Motion for Issuance of Open Commission	041	SHANNON ELIZABETH MCLAUGHLIN
738	02/10/2022	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Affirmation of Shannon McLaughlin in Support of Plaintiffs' Motion for Issuance of Open Commission	041	SHANNON ELIZABETH

					MCLAUGHLIN
739	02/10/2022	ORDER (PROPOSED)	[Proposed] Order Granting Plaintiffs' Motion for Issuance of Open Commission	041	SHANNON ELIZABETH MCLAUGHLIN
740	02/10/2022	ORDER (PROPOSED)	[Proposed] Open Commission	041	SHANNON ELIZABETH MCLAUGHLIN
741	02/22/2022	DECISION + ORDER ON MOTION	--none--	041	Debora F Baker court user
742	02/24/2022	DECISION + ORDER ON MOTION	--none--	041	Debora F Baker court user
743	04/15/2022	NOTICE OF MOTION	Notice of Motion to Extend and for Leave to Issue Renewed Restraining Notices	042	ANDREW BRIAN CLUBOK
744	04/15/2022	AFFIDAVIT OR AFFIRMATION IN SUPPORT	Affirmation of Shannon McLaughlin in Support of Plaintiffs' Motion to Extend and for Leave to Issue Renewed Restraining Notices	042	ANDREW BRIAN CLUBOK
745	04/15/2022	EXHIBIT(S)	Dondero Restraining Notice	042	ANDREW BRIAN CLUBOK
746	04/15/2022	EXHIBIT(S)	Ellington Restraining Notice	042	ANDREW BRIAN CLUBOK
747	04/15/2022	EXHIBIT(S)	CIBC Restraining Notice	042	ANDREW BRIAN CLUBOK
748	04/15/2022	EXHIBIT(S)	HFP Restraining Notice	042	ANDREW BRIAN CLUBOK
749	04/15/2022	EXHIBIT(S)	Sebastian Clarke Restraining Notice	042	ANDREW BRIAN CLUBOK
750	04/15/2022	EXHIBIT(S)	Sentinel Restraining Notice	042	ANDREW BRIAN CLUBOK
751	04/15/2022	ORDER (PROPOSED)	[Proposed] Order Granting Plaintiffs' Motion to Extend and for Leave to Issue Renewed Restraining Notices	042	ANDREW BRIAN CLUBOK
752	05/02/2022	NOTICE OF MOTION	--none--	043	JOHN OLIVER MURPHY
753	05/02/2022	AFFIRMATION	AFFIRMATION OF JOHN MURPHY IN SUPPORT OF PLAINTIFFS MOTION TO EXTEND RESTRAINING NOTICE	043	JOHN OLIVER MURPHY
754	05/02/2022	EXHIBIT(S)	Original Restraining Notice	043	JOHN OLIVER MURPHY
755	05/02/2022	ORDER (PROPOSED) (AMENDED)	--none--	043	JOHN OLIVER MURPHY
756	05/02/2022	NOTICE OF APPEARANCE (POST RJI)	--none--	043	JOHN OLIVER MURPHY
757	05/16/2022	ORDER - OTHER (MOTION RELATED)	--none--	042	Tyler D Evans court user
758	05/16/2022	ORDER - OTHER (MOTION RELATED)	--none--	043	Tyler D Evans court user
759	05/17/2022	DECISION + ORDER ON MOTION	--none--	042	Debora F Baker court user
760	05/17/2022	DECISION + ORDER ON MOTION	--none--	043	Debora F Baker court user
761	06/15/2022	SATISFACTION OF JUDGMENT - PARTIAL	Partial Satisfaction-Piece for Post-Judgment Interest Against Defendant Highland CDO Opportunity Master Fund, L.P., Only		ANDREW BRIAN CLUBOK
762	06/17/2022	MEMORANDUM	Memorandum of Law in Support of Plaintiffs' Damages Application		ANDREW BRIAN CLUBOK
763	06/17/2022	AFFIRMATION	Affirmation of Shannon McLaughlin in Support of Plaintiffs' Damages Application		SHANNON ELIZABETH MCLAUGHLIN
764	06/17/2022	EXHIBIT(S)	Second Amended Complaint		SHANNON ELIZABETH MCLAUGHLIN
765	06/17/2022	EXHIBIT(S)	Stoops Email		SHANNON ELIZABETH MCLAUGHLIN
766	06/17/2022	EXHIBIT(S)	Expert Report on Fraudulent Conveyances		SHANNON ELIZABETH MCLAUGHLIN
767	06/17/2022	EXHIBIT(S)	Braner Email		SHANNON ELIZABETH MCLAUGHLIN
768	06/17/2022	EXHIBIT(S)	Travers Deposition		SHANNON ELIZABETH MCLAUGHLIN
769	06/17/2022	EXHIBIT(S)	Latimer Email		SHANNON ELIZABETH MCLAUGHLIN
770	06/17/2022	EXHIBIT(S)	HFP BOD Minutes		SHANNON ELIZABETH MCLAUGHLIN
771	06/17/2022	EXHIBIT(S)	Burt Affidavit Re: Notice		SHANNON ELIZABETH MCLAUGHLIN
772	06/17/2022	EXHIBIT(S)	Damages Inquest Demonstrative		SHANNON ELIZABETH

					MCLAUGHLIN
773	06/17/2022	EXHIBIT(S)	Fee report prepared by Kirkland & Ellis LLP		SHANNON ELIZABETH MCLAUGHLIN
774	06/17/2022	EXHIBIT(S)	Fee report prepared by Latham & Watkins LLP		SHANNON ELIZABETH MCLAUGHLIN
775	06/17/2022	JUDGMENT -TO COURT (PROPOSED)	--none--		SHANNON ELIZABETH MCLAUGHLIN
776	06/24/2022	CONSENT TO CHANGE ATTORNEY (POST RJI)	Notice of Withdrawal of Appearance		ALYSHA M. NAIK
777	07/29/2022	JUDGMENT - SIGNED BY COURT TO COUNTY CLERK (AMENDED)	--none--		Debora F Baker court user
778	09/28/2022	JUDGMENT -TO COUNTY CLERK (PROPOSED)	[Proposed] Final Judgment		SHANNON ELIZABETH MCLAUGHLIN
779	10/03/2022	NOTICE OF MOTION	--none--	044	JOHN OLIVER MURPHY
780	10/03/2022	AFFIRMATION	AFFIRMATION OF JOHN MURPHY IN SUPPORT OF PLAINTIFFS MOTION TO WITHDRAW RESTRAINING NOTICES	044	JOHN OLIVER MURPHY
781	10/03/2022	EXHIBIT(S)	CIBC Trust RN	044	JOHN OLIVER MURPHY
782	10/03/2022	EXHIBIT(S)	State Street RN	044	JOHN OLIVER MURPHY
783	10/03/2022	EXHIBIT(S)	Hare & Co. RN	044	JOHN OLIVER MURPHY
784	10/03/2022	EXHIBIT(S)	Settlement Agreement	044	JOHN OLIVER MURPHY
785	10/03/2022	ORDER (PROPOSED)	[PROPOSED] ORDER GRANTING PLAINTIFFS MOTION TO WITHDRAW RESTRAINING NOTICES	044	JOHN OLIVER MURPHY
786	10/05/2022	CONSENT TO CHANGE ATTORNEY (POST RJI)	Notice of Withdrawal of Appearance		SEAN HENRY MCMAHON
787	10/07/2022	SATISFACTION OF JUDGMENT - PARTIAL	Partial Satisfaction-Piece for Post-Judgment Interest Against Defendant Highland CDO Opportunity Master Fund, L.P., Only		ANDREW BRIAN CLUBOK
788	10/13/2022	DECISION + ORDER ON MOTION	--none--	044	Debora F Baker court user
789	11/21/2022	JUDGMENT - MONEY	--none--		Wendy Benn court user
790	11/23/2022	NOTICE OF ENTRY	--none--		SHANNON ELIZABETH MCLAUGHLIN
791	11/23/2022	EXHIBIT(S)	Decision, Order, and Judgment After Inquest		SHANNON ELIZABETH MCLAUGHLIN
792	11/29/2022	AFFIRMATION	Affirmation of Mailing of Notice of Entry		SHANNON ELIZABETH MCLAUGHLIN
793	02/01/2023	SATISFACTION OF JUDGMENT - PARTIAL	Partial Satisfaction-Piece for Post-Judgment Interest		ANDREW BRIAN CLUBOK
794	05/15/2024	SATISFACTION OF JUDGMENT - PARTIAL	Partial Satisfaction-Piece for Post-Judgment Interest		ANDREW BRIAN CLUBOK
795	04/09/2025	SATISFACTION OF JUDGMENT - PARTIAL	Partial Satisfaction-Piece for Phase I Post-Judgment Interest as to Defendant Highland CDO Opportunity Master Fund, L.P.		ANDREW BRIAN CLUBOK

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EXHIBIT G

Case History Search

Search Created:
9/24/2026 09:00:23 GMT-0500 (Central Daylight Time)

Court:	DE Court of Chancery Civil Action	**Judge:**	Zurn, Morgan	**File & ServeXpress Live Date:**	7/5/2016
Division:	N/A	**Case Number:**	12533-VCZ	**Document(s) Filed:**	483
Case Type:	Civil Action	**Case Name:**	CLOSED 2/13/25- CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	**Date Range:**	All

Export 1-50 of 235 transactions <<Prev Page 1 of 5 Next>>

Transaction	Date/Time	Option	Case Number Case Name	Authorizer Organization	#	Document Type	Document Title	Review Status	Size
75635894	2/13/2025 4:15 PM EST	File And Serve	12533-VCZ CLOSED 2/13/25- CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Morgan Zurn, DE Court of Chancery Civil Action	270	Order	Granted ([Proposed] Order Dismissing Claims, Counterclaims and Third-Party Claims Without Prejudice) • Linked to (1)	Accepted	0.2MB
75635561	2/13/2025 4:04 PM EST	File And Serve	12533-VCZ CLOSED 2/13/25- CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Kevin M Coen, Morris Nichols Arsht & Tunnell LLP-Wilmington	269	Letter	Letter to The Honorable Morgan T. Zurn from Kevin M. Coen in response to your letter dated February 7, 2025 requesting an update regarding the status of this action • Linked to (1)	Accepted	0.1MB
						Proposed Order	[Proposed] Order Dismissing Claims, Counterclaims and Third-Party Claims Without Prejudice • Linked from (1)	Accepted	0.1MB
75597391	2/7/2025 9:53 AM EST	File And Serve	12533-VCZ CLOSED 2/13/25- CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Morgan Zurn, DE Court of Chancery Civil Action	268	Letter	Letter to Counsel from Vice Chancellor Zurn, dated February 7, 2025, requesting a status update in this matter on or before Friday, February 21 • Linked from (1)	Accepted	0.2MB
64528845	12/16/2019 11:52 AM EST	File And Serve	12533-VCZ CLOSED 2/13/25- CONF ORDER Redeemer Committee of	Morgan Zurn, DE Court of Chancery Civil Action	267	Order	Granted ([Proposed] Order Granting Motion to Withdraw Jarrett W. Horowitz as Counsel of Record for	Accepted	0MB

			Crusader Fund v. Highland Capital Management, L.P.				Plaintiff) • Linked to (1)		
64522245	12/13/2019 4:18 PM EST	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Jarrett W Horowitz, Morris Nichols Arsht & Tunnell LLP-Wilmington	266	Motion	Plaintiff's Motion to Withdraw Jarrett W. Horowitz as Counsel of Record with Certificate of Service • Linked to (2)	Accepted	0MB
						Proposed Order	[Proposed] Order Granting Motion to Withdraw Jarrett W. Horowitz as Counsel of Record for Plaintiff • Linked from (1)	Accepted	0MB
64405672	11/7/2019 4:41 PM EST	File Only	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Karen Ct Reporter Siedlecki, DE Court of Chancery Civil Action	265	Official Transcript (Addl Fees Apply)	10-16-19 STATUS CONFERENCE REGARDING CROSS-MOTIONS FOR SUMMARY JUDGMENT	Accepted	0MB
64377790	11/1/2019 12:27 PM EDT	File Only	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Dennel Niezgoda, DE Court of Chancery Civil Action	264	Official Transcript (Addl Fees Apply)	10-08-19 Transcript of the Status Conference on Plaintiff's Motion for Summary Judgment	Accepted	0MB
64322563	10/16/2019 2:23 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Morgan Zurn, DE Court of Chancery Civil Action	263	Judicial Action Form	Judicial Action Form: Defendant filed for Ch. 11 Bankruptcy. Matter stayed. See Transcript. See petition for bankruptcy-attached.	Accepted	0MB
64311049	10/11/2019 5:55 PM EDT	File Only	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Neith Ecker, DE Court of Chancery Civil Action	262	Official Transcript (Addl Fees Apply)	September 19, 2019 - Telephonic Oral Argument on Highland Capital Management's Motion for Injunction in Aid of Jurisdiction	Accepted	0MB
64291984	10/8/2019 2:11 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of	Morgan Zurn, DE Court of Chancery Civil Action	261	Minute Order	This confirms that today's hearing on the Cross-Motions for Summary Judgment in this matter has been	Accepted	0MB

			the Highland Crusader Fund v. Highland Capital Management, L.P.			rescheduled for Wednesday, October 16, 2019 at 9:15 a.m. The hearing will end promptly at 10:45 a.m.		
64290399	10/8/2019 11:48 AM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Morgan Zurn, DE Court of Chancery Civil Action	260	Judicial Action Form	Case continued to later date TBA. See transcript.	Accepted	0.1MB
64272401	10/3/2019 4:07 PM EDT	File Only	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Debra A Donnelly, DE Court of Chancery Civil Action	259	Official Transcript (Addl Fees Apply)	September 20, 2019, RULINGS OF THE COURT ON DEFENDANT'S MOTION FOR INJUNCTION IN AID OF JURISDICTION	Accepted	0MB
64246650	9/26/2019 4:21 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Bradley P Lehman, Cole Schotz PC	258	Public Version	Redacted (Public) Version of the September 19, 2019 Letter to Vice Chancellor Morgan T. Zurn from Michael F. Bonkowski Responding to Mr. Coen's September 18 Letter with Certificate of Service • Linked to (1)	Accepted	0MB
64242259	9/25/2019 4:07 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Bradley P Lehman, Cole Schotz PC	257	Public Version	Redacted (Public) Version of Highland Capital Management, L.P.'s Reply in Support of Motion for Injunction in Aid of Jurisdiction with Certificate of Service • Linked to (1)	Accepted	0MB
64242326	9/25/2019 4:03 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Jarrett W Horowitz, Morris Nichols Arsht & Tunnell LLP-Wilmington	256	Public Version	[PUBLIC VERSION] Letter to Vice Chancellor Zurn from Kevin M. Coen Regarding Proceedings in Bermuda and the Cayman Islands • Linked to (1)	Accepted	0MB
64233315	9/23/2019 4:17 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of	Bradley P Lehman, Cole Schotz PC	255	Public Version	Redacted (Public) Version of Highland Capital Management, L.P.'s Motion for Injunction in Aid of	Accepted	0MB

			the Highland Crusader Fund v. Highland Capital Management, L.P.				Jurisdiction with Certificate of Service • Linked to (1)		
64233598	9/23/2019 4:10 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Jarrett W Horowitz, Morris Nichols Arsht & Tunnell LLP-Wilmington	252	Public Version	[PUBLIC VERSION] Plaintiff's Opposition to Defendant's Motion for Anti-Suit Injunction with Certificate of Service • Linked to (1)	Accepted	0MB
					253	Public Version	[PUBLIC VERSION] Declaration of David James Lee with Certificate of Service • Linked to (1)	Accepted	0MB
					254	Public Version	[PUBLIC VERSION] Declaration of John Symon Wasty with Certificate of Service • Linked to (1)	Accepted	0MB
64227111	9/20/2019 4:23 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Register in Chancery, DE Court of Chancery Civil Action	251	Judicial Action Form	Telephonic Oral Argument on Highland Capital Management's Motion for Injunction in Aid of Jurisdiction. Chambers will call by end of the week with Vice Chancellor's ruling	Accepted	0MB
64228592	9/20/2019 3:33 PM EDT	File Only	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Register in Chancery, DE Court of Chancery Civil Action	250	Judicial Action Form	Bench Ruling was heard before VC Zurn 9.20.2019 on the Motion for Injunction in Aid of Jurisdiction, and it was Denied.	Accepted	0MB
64225065	9/19/2019 5:24 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Bradley P Lehman, Cole Schotz PC	249	Letter	[CONFIDENTIAL FILING] Letter from Michael Bonkowski to the Honorable Morgan T. Zurn responding to Mr. Coen's September 18 Letter • Linked to (1) ◦ Linked from (1)	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Appleby August 13 Ex Parte Hearing Note	Accepted	0.3MB

64224766	9/19/2019 4:26 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Morgan Zurn, DE Court of Chancery Civil Action	248	Order	This confirms that a teleconference will be held in this matter tomorrow, Friday, September 20, 2019 at 9:15 a.m. Counsel has circulated dial-in information and will contact Chambers once all parties are on the line.	Accepted	0MB
64220974	9/19/2019 8:51 AM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Morgan Zurn, DE Court of Chancery Civil Action	247	Order - Pro Hac Vice	Granted (Hellman, Matthew S.: [Proposed] Order Granting Pro Hac Vice Admission to represent Plaintiff Redeemer Committee of the Highland Crusader Fund) • Linked to (1)	Accepted	0MB
64220775	9/18/2019 11:45 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Jarrett W Horowitz, Morris Nichols Arsht & Tunnell LLP-Wilmington	246	Motion for Pro Hac Vice	Hellman, Matthew S.: Motion for Pro Hac Vice Admission to represent Plaintiff Redeemer Committee of the Highland Crusader Fund with Certificate of Service • Linked to (1)	Accepted	0MB
						Certification for Pro Hac Vice	Hellman, Matthew S.: Certification to Motion for Pro Hac Vice Admission to represent Plaintiff Redeemer Committee of the Highland Crusader Fund	Accepted	0MB
						Proposed Order - Pro Hac Vice	Hellman, Matthew S.: [Proposed] Order Granting Pro Hac Vice Admission to represent Plaintiff Redeemer Committee of the Highland Crusader Fund • Linked from (1)	Accepted	0MB
64217249	9/18/2019 11:53 AM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Michael F Bonkowski, Cole Schotz PC	245	Reply	Highland Capital Management, L.P.'s Reply in Support of Motion for Injunction in Aid of Jurisdiction with Certificate of Service [FILED UNDER SEAL] • Linked to (2) ◦ Linked from (1)	Accepted	1.3MB

						Exhibits	Exhibits A and B to Highland Capital Management, L.P.'s Reply in Support of Motion for Injunction in Aid of Jurisdiction with Certificate of Service [FILED UNDER SEAL]	Accepted	0MB
64216364	9/18/2019 9:42 AM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Jarrett W Horowitz, Morris Nichols Arsht & Tunnell LLP-Wilmington	244	Letter	[CONFIDENTIAL FILING] Letter to Vice Chancellor Zurn from Kevin M. Coen Regarding Proceedings in Bermuda and the Cayman Islands • Linked to (1) ○ Linked from (2)	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibits A-D to Letter to Vice Chancellor Zurn from Kevin M. Coen Regarding Proceedings in Bermuda and the Cayman Islands	Accepted	0MB
64208849	9/16/2019 3:02 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Morgan Zurn, DE Court of Chancery Civil Action	243	Letter	Letter to Counsel confirming a telephonic hearing on the Motion for Injunction in Aid of Jurisdiction has been scheduled in this matter for Thursday, September 19, 2019 at 9:15 a.m.	Accepted	0MB
64207158	9/16/2019 12:42 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Jarrett W Horowitz, Morris Nichols Arsht & Tunnell LLP-Wilmington	242	Opposition	[CONFIDENTIAL FILING] Plaintiff's Opposition to Defendant's Motion for Anti-Suit Injunction • Linked to (2) ○ Linked from (2)	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibits 1-11 to Plaintiff's Opposition to Defendant's Motion for Anti-Suit Injunction	Accepted	0MB
						Exhibits	Exhibits 12-13 to Plaintiff's Opposition	Accepted	0MB

							to Defendant's Motion for Anti-Suit Injunction		
						Declaration	[CONFIDENTIAL FILING] Declaration of David James Lee • Linked from (1)	Accepted	0MB
						Declaration	[CONFIDENTIAL FILING] Declaration of John Symon Wasty • Linked from (1)	Accepted	0MB
						Certificate of Service	Certificate of Service to [CONFIDENTIAL FILING] Plaintiff's Opposition to Defendant's Motion for Anti-Suit Injunction	Accepted	0MB
						Letter	Letter to The Honorable Morgan T. Zurn from Jarrett W. Horowitz enclosing two Chambers' copies of (1) Plaintiff's Opposition to Defendant's Motion for Anti-Suit Injunction, (2) Declaration of John Symon Wasty, and (3) Declaration of David James Lee, and exhibits thereto, which were filed with the Court today	Accepted	0MB
						Exhibits	Tabs 1-8 to Declaration of David James Lee	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Tab 9 to Declaration of David James Lee	Accepted	0MB
						Exhibits	Tabs 1-10 to Declaration of John Symon Wasty	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Tabs 11-12 to Declaration of John Symon Wasty	Accepted	0MB
						Exhibits	Tabs 13-14 to Declaration of John Symon Wasty	Accepted	0MB
64206577	9/16/2019 10:59 AM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management	Michael F Bonkowski, Cole Schotz PC	241	Letter	Letter to Vice Chancellor Morgan T. Zurn from Michael F. Bonkowski re: Expedited Hearing Request • Linked to (2)	Accepted	0MB

			L.P.			Exhibits	Exhibit A to Letter to Vice Chancellor Morgan T. Zurn from Michael F. Bonkowski re: Expedited Hearing Request	Accepted	0MB
						Exhibits	Exhibit B to Letter to Vice Chancellor Morgan T. Zurn from Michael F. Bonkowski re: Expedited Hearing Request (FILED UNDER SEAL)	Accepted	0MB
64205668	9/15/2019 8:56 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Andrew L Cole, Cole Schotz PC	240	Motion	Highland Capital Management, L.P.'s Motion for Injunction in Aid of Jurisdiction with Certificate of Service [FILED UNDER SEAL] • Linked to (1) ○ Linked from (4)	Accepted	0MB
						Exhibits	Exhibits 1 through 9 to Highland Capital Management, L.P.'s Motion for Injunction in Aid of Jurisdiction [FILED UNDER SEAL]	Accepted	0MB
						Proposed Order	[Proposed] Order Granting Injunction in Aid of Jurisdiction	Accepted	0MB
64204515	9/13/2019 4:48 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Andrew L Cole, Cole Schotz PC	238	Motion to Expedite	Defendant's Motion for Expedited Proceedings on Motion for Injunction in Aid of Jurisdiction with Certificate of Service • Linked to (1) ○ Linked from (1)	Accepted	0MB
					239	Letter	Letter to Vice Chancellor Morgan T. Zurn from Andrew L. Cole Enclosing Copies of (1) Defendant's Motion for Expedited Proceedings on Motion for Injunction in Aid of Jurisdiction and (2) Highland Capital Management, L.P.'s Motion for Injunction in Aid of Jurisdiction	Accepted	0MB
						Proposed Order	[Proposed] Order	Accepted	0MB

							Granting Motion to Expedite Proceedings		
64203403	9/13/2019 2:49 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Andrew L Cole, Cole Schotz PC	237	Entry of Appearance	Entry of Appearance of Andrew L. Cole, of Cole Schotz P.C., as counsel for Defendant, Counterclaim and Third-Party Plaintiff Highland Capital Management, L.P. with Certificate of Service • Linked to (1)	Accepted	0MB
64141691	8/28/2019 4:49 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Morgan Zurn, DE Court of Chancery Civil Action	236	Order	The Committee's August 5 letter request for partial summary judgment is denied without prejudice. All outstanding requests for relief pertaining to arbitration awards will be taken under advisement after the October 8 hearing. • Linked from (4)	Accepted	0MB
64125526	8/23/2019 10:56 AM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Bradley P Lehman, Cole Schotz PC	235	Public Version	Redacted (Public) Version of the August 20, 2019 Letter to Vice Chancellor Morgan T. Zurn from Bradley P. Lehman Responding to Mr. Coen's August 5 Letter to Your Honor with Certificate of Service • Linked to (1)	Accepted	0MB
64114997	8/20/2019 5:16 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Bradley P Lehman, Cole Schotz PC	234	Letter	Letter to Vice Chancellor Morgan T. Zurn from Bradley P. Lehman Responding to Mr. Coen's August 5 Letter to Your Honor (FILED UNDER SEAL) • Linked to (3) ◦ Linked from (1)	Accepted	0MB
64113783	8/20/2019 2:27 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management,	Morgan Zurn, DE Court of Chancery Civil Action	233	Order	Granted with Modifications ([PROPOSED] Scheduling Order) • Linked to (1) ◦ Linked from	Accepted	0MB

64109695	8/19/2019 4:46 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Jarrett W Horowitz, Morris Nichols Arsht & Tunnell LLP-Wilmington	231	Public Version	[PUBLIC VERSION] Letter to Hon. Morgan T. Zurn from Kevin M. Coen regarding Confirmation of Awards • Linked to (1)	Accepted	0MB
					232	Public Version	[PUBLIC VERSION] Plaintiff's [Proposed] Order and Partial Summary Judgment • Linked to (1)	Accepted	0MB
						Certificate of Service	Certificate of Service for public versions of Letter and Proposed Order	Accepted	0MB
64110312	8/19/2019 4:34 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Jarrett W Horowitz, Morris Nichols Arsht & Tunnell LLP-Wilmington	230	Letter	Letter to Honorable Morgan T. Zurn from Kevin M. Coen re: proposed schedule. • Linked to (2)	Accepted	0MB
						Proposed Order	[PROPOSED] Scheduling Order • Linked from (1)	Accepted	0MB
64097143	8/14/2019 4:57 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Bradley P Lehman, Cole Schotz PC	229	Public Version	Redacted (Public) Version of Highland Capital Management, L.P.'s Reply Brief in Support of Motion for Partial Vacatur and in Opposition to Plaintiff's Motion for Summary Judgment with Certificate of Service • Linked to (1)	Accepted	0MB
64081445	8/9/2019 2:21 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Bradley P Lehman, Cole Schotz PC	228	Reply Brief	Highland Capital Management, L.P.'s Reply Brief in Support of Motion for Partial Vacatur and in Opposition to Plaintiff's Motion for Summary Judgment with Certificate of Service (FILED UNDER SEAL) • Linked to (3) ◦ Linked from (3)	Accepted	0MB
64057950	8/7/2019 3:18 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-	Jarrett W Horowitz,	227	Public Version	[PUBLIC VERSION] of Plaintiff's Opposition	Accepted	0MB

			CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Morris Nichols Arsht & Tunnell LLP-Wilmington			to Defendant's Motion for Partial Vacatur and Reply in Support of Motion for Summary Judgment Confirming Arbitration Awards and on All Claims with Certificate of Service • Linked to (1)		
64052011	8/5/2019 12:36 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Jarrett W Horowitz, Morris Nichols Arsht & Tunnell LLP-Wilmington	226	Letter	[CONFIDENTIAL FILING] Letter to Vice Chancellor Zurn from Kevin M. Coen regarding Confirmation of Awards • Linked to (2) ◦ Linked from (3)	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibits A-E to Letter to Vice Chancellor Zurn from Kevin M. Coen regarding Confirmation of Awards	Accepted	0MB
						Proposed Order	[CONFIDENTIAL FILING] [Proposed] Order and Partial Summary Judgment • Linked from (1)	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibits A-D to [Proposed] Order and Partial Summary Judgment	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibit E to [Proposed] Order and Partial Summary Judgment	Accepted	0MB
63647862	8/1/2019 10:56 AM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Jarrett W Horowitz, Morris Nichols Arsht & Tunnell LLP-Wilmington	225	Letter	Letter to Honorable Morgan T. Zurn from Jarrett W. Horowitz re: courtesy copies of (1) Plaintiff's Opposition to Defendant's Motion for Partial Vacatur and Reply in Support of Motion for Summary Judgment Confirming Final Arbitration Award and On All Claims, and (2) Transmittal Affidavit of Jarrett W. Horowitz with exhibits.	Accepted	0MB

							• Linked to (2)		
63646792	7/31/2019 6:16 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Jarrett W Horowitz, Morris Nichols Arsht & Tunnell LLP-Wilmington	224	Exhibits	[CONFIDENTIAL FILING] Exhibit 8-10 Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibit 11-16 Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibit 17-20 Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
						Certificate of Service	Certificate of Service to Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
63646757	7/31/2019 6:10 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Jarrett W Horowitz, Morris Nichols Arsht & Tunnell LLP-Wilmington	223	Exhibits	[CONFIDENTIAL FILING] Exhibit 4 (Part 6) to Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibit 4 (Part 7) to Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibit 4 (Part 8) to Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibit 4 (Part 9) to Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibit 4 (Part 10) to Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibit 5-7 to Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
						Certificate of Service	Certificate of Service to Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
63646551	7/31/2019 5:59 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Jarrett W Horowitz, Morris Nichols Arsht & Tunnell LLP-Wilmington	222	Affidavit	Transmittal Affidavit of Jarrett W. Horowitz in Support of Plaintiff's Opposition to Defendant's Motion for Partial Vacatur and Reply in Support of Motion for Summary Judgment Confirming Final Arbitration Award	Accepted	0MB

							on All Claims (with Certificate of Service) • Linked from (1)		
						Exhibits	[CONFIDENTIAL FILING] Exhibits 1-3 to Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibit 4 (Part 1) to Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibit 4 (Part 2) to Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibit 4 (Part 3) to Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibit 4 (Part 4) to Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
						Exhibits	[CONFIDENTIAL FILING] Exhibit 4 (Part 5) to Transmittal Affidavit of Jarrett W. Horowitz	Accepted	0MB
63646366	7/31/2019 5:12 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Jarrett W Horowitz, Morris Nichols Arsht & Tunnell LLP-Wilmington	221	Reply Brief	[CONFIDENTIAL] Plaintiff's Opposition to Defendant's Motion for Partial Vacatur and Reply in Support of Motion for Summary Judgment Confirming Final Arbitration Award and On All Claims • Linked to (4) ◦ Linked from (3)	Accepted	0MB
						Certificate of Service	Certificate of Service to [CONFIDENTIAL] Plaintiff's Opposition to Defendant's Motion for Partial Vacatur and Reply in Support of Motion for Summary Judgment Confirming Final Arbitration Award and On All Claims	Accepted	0MB
63557162	7/17/2019 4:45 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER	Bradley P Lehman,	220	Public Version	Redacted (Public) Version of Highland	Accepted	0MB

			Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.				Capital Management, L.P.'s Opening Brief in Support of Motion for Partial Vacatur and in Opposition to Plaintiff's Motion for Summary Judgment with Certificate of Service • Linked to (1)		
63543273	7/12/2019 4:27 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Bradley P Lehman, Cole Schotz PC	219	Letter	Letter to Vice Chancellor Morgan T. Zurn from Bradley P. Lehman Enclosing Courtesy Copies of Highland Capital Management, L.P.'s Opening Brief in Support of Motion for Partial Vacatur and in Opposition to Plaintiffs Motion for Summary Judgment • Linked to (1)	Accepted	0MB
63531235	7/10/2019 2:51 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Bradley P Lehman, Cole Schotz PC	218	Opening Brief	Highland Capital Management, L.P.'s Opening Brief in Support of Motion for Partial Vacatur and in Opposition to Plaintiff's Motion for Summary Judgment with Certificate of Service (FILED UNDER SEAL) • Linked to (4) ◦ Linked from (3)	Accepted	0MB
63371297	6/17/2019 5:09 PM EDT	File And Serve	12533-VCZ CLOSED 2/13/25-CONF ORDER Redeemer Committee of the Highland Crusader Fund v. Highland Capital Management, L.P.	Jarrett W Horowitz, Morris Nichols Arsht & Tunnell LLP-Wilmington	215	Public Version	[PUBLIC VERSION] Plaintiff's Motion for Summary Judgment Confirming Arbitration Awards and on All Claims with Certificate of Service • Linked to (1)	Accepted	0MB
					216	Public Version	[PUBLIC VERSION] [Proposed] Order Granting Plaintiff's Motion for Summary Judgment Confirming Arbitration Awards and On All Claims with Certificate of Service • Linked to (1)	Accepted	0MB
					217	Public Version	[PUBLIC VERSION]	Accepted	0MB

							Plaintiff's Opening Brief in Support of Its Motion for Summary Judgment Confirming Arbitration Awards and on All Claims with Certificate of Service • Linked to (1)		

1-50 of 235 transactions **<<Prev** Page 1 of 5 **Next>>**

As filed with the Securities and Exchange Commission on September 15, 2011

UNITED STATES OF AMERICA

Before the

SECURITIES AND EXCHANGE COMMISSION

In the matter of:

HIGHLAND CAPITAL MANAGEMENT, L.P.
HIGHLAND FUNDS ASSET MANAGEMENT, L.P.
HIGHLAND FUNDS I
HIGHLAND FUNDS II

File No. 812-13890

Second Amended and Restated Application for an Order Pursuant to Section 6(c) of the Investment Company Act of 1940 for an Exemption from Rule 12d1-2(a)

September 15, 2011

Please direct all communications regarding this Application to:

Rajib Chanda
Ropes & Gray LLP
One Metro Center
700 12th Street, NW, Suite 900
Washington, DC 20005-3948
Phone: (202) 508-4671
Fax: (202) 383-7793

With copies to:

Brian Mitts
Highland Capital Management, L.P.
NexBank Tower
13455 Noel Road, Suite 800
Dallas, Texas 75240
(972) 419-2556

EXHIBIT

H

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I. INTRODUCTION

Highland Capital Management, L.P. ("HCM"), Highland Funds Asset Management, L.P. ("HFAM"), Highland Funds I ("HFI"), Highland Funds II ("HFII" and, collectively with HCM, HFAM, and HFI, "Applicants") hereby file this amended and restated application (the "Application") with the Securities and Exchange Commission (the "Commission") for an order pursuant to Section 6(c) of the Investment Company Act of 1940, as amended (the "1940 Act"), for an exemption from Rule 12d1-2(a) under the 1940 Act. Applicants request the exemption to the extent necessary to permit any series of HFI or HFII and any other existing or future registered open-end management investment company or series thereof that is advised by HCM, HFAM, or any person controlling, controlled by, or under common control with HCM or HFAM (any such adviser or HCM or HFAM, an "Adviser") that is in the same group of investment companies as defined in Section 12(d)(1)(G) of the 1940 Act as HFI and HFII and that invests in other registered open-end management investment companies ("Underlying Funds") in reliance on Section 12(d)(1)(G) of the 1940 Act, and which is also eligible to invest in securities (as defined in Section 2(a)(36) of the 1940 Act) in reliance on Rule 12d1-2 under the 1940 Act (each a "Fund of Funds," and together with the Underlying Funds, the "Funds"),[1] also to invest, to the extent consistent with its investment objectives, policies, strategies and limitations, in financial instruments which may not be securities within the meaning of Section 2(a)(36) of the 1940 Act ("Other Investments"). Applicants also request that the order exempt any entity, including any entity controlled or under common control with an Adviser, that now or in the future acts as principal underwriter, or broker or dealer (if registered under the Securities Exchange Act of 1934, as amended), with respect to the transactions described herein.

1 Every existing entity that currently intends to rely on the requested order is named as an Applicant. Any entity that relies on the order in the future will do so only in accordance with the terms and condition in the Application.

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II. APPLICANTS

A. Highland Capital Management, L.P.

HCM is organized as a Delaware limited partnership and is controlled by James Dondero and Mark Okada, by virtue of their respective share ownership, and its general partner, Strand Advisors, Inc., of which Mr. Dondero is the sole stockholder. HCM is registered as an investment adviser, and all other Advisers will be registered as investment advisers, under the Investment Advisers Act of 1940, as amended (the "Advisers Act"). HCM provides asset management services to mutual funds, closed-end funds, and private accounts, and it currently serves as investment adviser to a number of registered investment companies, including HFI.

B. Highland Funds Asset Management, L.P.

HFAM is organized as a Delaware limited partnership and is controlled by its general partner, Strand Advisors XVI, Inc., of which James Dondero is the sole stockholder. HFAM is registered as an investment adviser under the Advisers Act. HFAM currently serves as investment adviser to HFII.

C. Highland Funds I

HFI is organized as a Delaware statutory trust and is registered under the 1940 Act as an open-end management investment company. Series of HFI presently invest in both securities (as defined in Section 2(a)(36) of the 1940 Act) which are not issued by investment companies and in Other Investments, but also may invest in Underlying Funds in the future.

D. Highland Funds II

HFII is organized as a Massachusetts unincorporated business trust and is registered under the 1940 Act as an open-end management investment company. Series of HFI presently

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invest in both securities (as defined in Section 2(a)(36) of the 1940 Act) which are not issued by investment companies and in Other Investments, but also may invest in Underlying Funds in the future. HFI and HFII are part of the same "group of investment companies" within the meaning of Section 12(d)(1)(G)(ii) of the 1940 Act.

III. APPLICANTS' PROPOSAL

Each Fund of Funds will invest in Underlying Funds as set forth in its prospectus. Applicants propose that, subject to the terms and the condition set forth in this Application, such Funds of Funds also be permitted to invest in Other Investments. The Funds of Funds will comply with Rule 12d1-2 under the 1940 Act, but for the fact that the Funds of Funds may invest a portion of their assets in Other Investments. The opportunity to invest in Other Investments will allow such Funds of Funds greater flexibility to meet their investment objectives than is possible through the more limited kinds of investments expressly permitted by Rule 12d1-2(a)(2) (i.e., stocks, bonds and other securities that are not issued by an investment company). In addition, there may be times when using a derivative instrument may allow such a Fund of Funds to invest in eligible asset classes with greater efficiency and lower cost than is possible through investment in an Underlying Fund.

Each Fund of Funds would use Other Investments for a purpose that is consistent with the Fund of Funds' investment objectives, policies, strategies and limitations. HCM and HFAM believe that the ability of the Funds of Funds to invest in Underlying Funds in reliance on Rule 12d1-2 in combination with direct investments in securities and Other Investments will allow it to create better investment products that are suitable for a wide variety of mutual fund investors. Consistent with its fiduciary obligations under the 1940 Act, each Fund of Funds' board of directors will review the advisory fees charged by the Fund of Funds' Adviser to ensure that they

are based on services provided that are in addition to, rather than duplicative of, services provided pursuant to the advisory agreement of any investment company in which the Fund of Funds may invest.

IV. APPLICABLE LAW AND LEGAL ANALYSIS

Section 12(d)(1)(A) of the 1940 Act provides that no registered investment company may acquire securities of another investment company if such securities represent more than 3% of the acquired company's outstanding voting stock or more than 5% of the acquiring company's total assets, or if such securities, together with the securities of other investment companies, represent more than 10% of the acquiring company's total assets. Section 12(d)(1)(B) of the 1940 Act provides that no registered open-end investment company may sell its securities to another investment company if the sale will cause the acquiring company to own more than 3% of the acquired company's voting stock, or cause more than 10% of the acquired company's voting stock to be owned by investment companies and companies controlled by them.

In 1996 Congress added Section 12(d)(1)(G) to the 1940 Act to permit the operation of funds of funds involving investment companies which are part of the same "group of investment companies," which is defined in Section 12(d)(1)(G)(ii) as any two or more registered investment companies that hold themselves out to investors as related companies for purposes of investment and investor services. Section 12(d)(1)(G)(i) provides, in relevant part, that Section 12(d)(1) will not apply to securities of a registered open-end investment company or registered unit investment trust if:

(I) the acquired company and the acquiring company are part of the same group of investment companies;

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(II) the securities of the acquired company, securities of other registered open-end investment companies and registered unit investment trusts that are part of the same group of investment companies, Government securities, and short term paper are the only investments held by the acquiring company;

(III) with respect to:

(aa) securities of the acquired company, the acquiring company does not pay and is not assessed any charges or fees for distribution-related activities, unless the acquiring company does not charge a sales load or other fees or charges for distribution related activities; or

(bb) securities of the acquiring company, any sales loads and other distribution-related fees charged, when aggregated with any sales load and distribution-related fees paid by the acquiring company with respect to securities of the acquired company, are not excessive under rules adopted pursuant to section 22(b) or section 22(c) by a securities association registered under section 15A of the Securities Exchange Act of 1934, or the Commission; [and]

(IV) the acquired company has a policy that prohibits it from acquiring any securities of registered open-end investment companies or registered unit investment trusts in reliance on this subparagraph or subparagraph (F).

In 2006 the Commission adopted Rule 12d1-2 under the 1940 Act.[2] That rule permits a registered open-end investment company or a registered unit investment trust relying on Section 12(d)(1)(G) of the 1940 Act to acquire (in addition to securities issued by another registered investment company in the same group of investment companies, government securities, and short-term paper):

(1) Securities issued by an investment company, other than securities issued by another registered investment company that is in the same group of investment companies, when the acquisition is in reliance on section 12(d)(1)(A) or 12(d)(1)(F) of the 1940 Act;

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2 *See* Fund of Fund Investments, Investment Company Act Release No. IC-27399 (June 20, 2006) (the "Adopting Release").

(2) Securities (other than securities issued by an investment company); and

(3) Securities issued by a money market fund, when the acquisition is in reliance on rule 12d1-1.

For the purposes of Rule 12d1-2, the term "securities" means any security as that term is defined in Section 2(a)(36) of the 1940 Act.[3] The Commission noted in the Adopting Release that permitting an affiliated fund of funds to invest, consistent with the fund's investment policies, directly in stocks, bonds, and other types of securities "would allow an acquiring fund greater flexibility in meeting investment objectives that may not be met as well by investments in other funds in the same fund group, while not presenting any additional concerns that section 12(d)(1)(G) was intended to address."[4] The adoption of the rule also reflects the Commission's response to Congress' expectation "that the Commission will use this authority [set forth in section 12(d)(1)(J)] to adopt rules and process exemptive applications in the fund of funds area in a progressive way as the fund of funds concept continues to evolve over time."[5]

Section 6(c) of the 1940 Act provides a means for the Commission to respond to developments in the financial markets not specifically contemplated when the 1940 Act was passed or subsequently amended.[6] It permits the Commission to grant exemptions from particular provisions of the 1940 Act, or any rule thereunder, that would inhibit the development of new and innovative investment products. Section 6(c) provides as follows:

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3 *See* Adopting Release at 17, n.58.

4 *Id*. at 17-18.

5 *See* H.R. Rep. No. 622, 104th Cong. 2nd Sess., at 43-44 (1996).

6 *See*, e.g., Trust Fund Sponsored by the Scholarship Club, Inc., Investment Company Act Release No. 5524 (Oct. 25, 1968) ("[T]he broad exemptive power provided in 6(c) was designed to enable [the Commission] to deal equitably with situations which could not be foreseen at the time the legislation was enacted."); Sisto Financial Corp., Investment Company Act Release No. 923 (July 17, 1946) (Section 6(c) is intended "to deal with situations unforeseen at the time of the passage of the 1940 Act and unprovided for elsewhere in the 1940 Act").

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> The Commission. . . by order upon application, may conditionally or unconditionally exempt any person, security, or transaction, or any class or classes of persons, securities, or transactions, from any.. . provisions of [the 1940 Act] or of any rule or regulation thereunder, if and to the extent that such exemption is necessary or appropriate in the public interest and consistent with the protection of investors and the purposes fairly intended by the policy and provisions of [the 1940 Act].

Applicants believe that permitting the Funds of Funds to invest in Other Investments would not raise any of the concerns that Section 12(d)(1) of the 1940 Act as originally adopted and as amended in 1970 was intended to address, namely: (1) pyramiding of voting control of the underlying funds; (2) undue influence over portfolio management of underlying funds through the threat of large scale redemptions; (3) unnecessary duplication of costs (such as sales loads, advisory fees and administrative costs); and (4) complex pyramidal structures that may be confusing to investors.[7] Section 12(d)(1)(G) reflects a determination by Congress that certain funds of funds arrangements do not raise concerns underlying the prohibitions in Section 12(d)(1)(A) and (B). Section 12(d)(1)(G) addresses these concerns by requiring that the acquiring fund and the acquired fund be part of the same group of investment companies, limiting charges and fees of the acquiring fund and the acquired fund, and requiring that the acquired fund not act as a fund of funds itself. The adoption of Rule 12d1-2 demonstrates a determination by the Commission that fund of funds investments in stocks, bonds and other types of securities that are not issued by registered investment companies do not raise any of the concerns that Section 12(d)(1)(G) was intended to address.

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7 *See* the Report of the Securities and Exchange Commission on the Public Policy Implications of Investment Company Growth, in H.R. Rep. No. 2337, at 311-24 (1966).

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Likewise, permitting the Funds of Funds to invest in Other Investments in furtherance of their investment objectives, policies, strategies and limitations as requested herein will not raise any of the concerns underlying the prohibitions in Sections 12(d)(1)(A) and (B). Instead, this additional flexibility will provide the Funds of Funds a broader array of investment options through which to pursue their investment objectives.

Applicants submit that the requested exemption offers significant benefits, as detailed in Part III above, and is "necessary or appropriate in the public interest and consistent with the protection of investors and the purposes fairly intended by the policy and provisions of [the 1940 Act]," and therefore meets the standards for relief set forth in Section 6(c) of the 1940 Act. As indicated below, the Commission has already granted to a number of other applicants relief similar to that requested in this Application.

V. SUPPORTING PRECEDENT

The Commission has previously granted exemptive relief authorizing registered investment companies relying on Section 12(d)(1)(G) and Rule 12d1-2 to invest in Other Investments based on terms and conditions substantially identical to those proposed herein. See, e.g., HighMark Funds, et. al., 1940 Act Release Nos. 29721 (July 12, 2011) (order) and 29694 (June 16, 2011) (notice); FFCM, LLC and FQF Trust, 1940 Act Release Nos. 29335 (June 29, 2010) (order) and 29292 (June 2, 2010) (notice); Pioneer Bond Fund, et. al., 1940Act Release Nos. 29259 (April 27, 2010) (order) and 29198 (March 30, 2010) (notice); and Columbia Funds Series Trust et. al., 1940 Act Release Nos. 28936 (September 30, 2009) (order) and 28896 (September 4, 2009) (notice).

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VI. APPLICANTS' CONDITION

Applicants agree that any order granting the requested relief will be subject to the following condition:

1. Applicants will comply with all provisions of Rule 12d1-2 under the 1940 Act, except for paragraph (a)(2) to the extent that it restricts any Fund of Funds from investing in Other Investments as described in the application.

VII. REQUEST FOR ORDER

Applicants request an order pursuant to Section 6(c) of the 1940 Act granting the relief requested in this Application. Applicants submit, for the reasons stated herein, that their request for exemptive relief meets the standard for relief under Section 6(c) of the 1940 Act and therefore, Applicants respectfully request that the Commission grant the requested relief.

VIII. PROCEDURAL MATTERS

Pursuant to Rule 0-2(f) under the 1940 Act, Applicants state that their addresses are as follows: HCM and HFAM (and HFI and HFII, in care of HCM and HFAM, respectively), NexBank Tower, 13455 Noel Road, Suite 800, Dallas, TX 75240. Applicants further state that all written or oral communications concerning this Application should be directed as indicated on the first page of this Application.

Pursuant to Rule 0-2(c)(1) under the 1940 Act, each Applicant hereby states that the officer signing this application on behalf of such Applicant is fully authorized to do so; that under the provisions of each Applicant's limited partnership agreement or declaration of trust, as the case may be, and bylaws, responsibility for the management of the affairs and business of the

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Applicant is vested in its general partner or board of trustees, as applicable; that by resolution duly adopted and attached to the Application as Exhibit A-1 or by the other authority referred to therein, the boards of trustees of the Applicant Funds have authorized any officer of each Applicant Fund to prepare or cause to be prepared and to execute and file with the Commission this Application and any amendments thereto; that each Applicant has complied with all requirements for the execution and filing of this Application in the name and on behalf of each Applicant; and that the authorization described in this Application is applicable to the individual who signs this Application and that such authorization still remains in effect.

The verifications required by Rule 0-2(d) under the 1940 Act are attached as Exhibits B-1 through B-4 hereto.

Applicants request that the Commission issue an order without a hearing pursuant to Rule 0-5 under the 1940 Act.

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September 15, 2011
Respectfully submitted,

HIGHLAND CAPITAL MANAGEMENT, L.P.

By: Strand Advisors, Inc., its general partner

By: /s/ James Dondero
Name: James Dondero
Title: President

HIGHLAND FUNDS ASSET MANAGEMENT, L.P.

By: Strand Advisors XVI, Inc., its general partner

By: /s/ R. Joseph Dougherty
Name: R. Joseph Dougherty
Title: President

HIGHLAND FUNDS I

By: /s/ Brian Mitts
Name: Brian Mitts
Title: Treasurer

HIGHLAND FUNDS II

By: /s/ Brian Mitts
Name: Brian Mitts
Title: Treasurer

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EXHIBIT INDEX

A-1. Certification of Highland Funds I and Highland Funds II pursuant to Rule 0-2(c)(1)

B-1. Verification of Highland Capital Management, L.P. pursuant to Rule 0-2(d)

B-2. Verification of Highland Funds Asset Management, L.P. pursuant to Rule 0-2(d)

B-3. Verification of Highland Funds I pursuant to Rule 0-2(d)

B-4. Verification of Highland Funds II pursuant to Rule 0-2(d)

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EXHIBIT A-1

HIGHLAND FUNDS I
HIGHLAND FUNDS II
CERTIFICATION PURSUANT TO RULE 0-2(c)(1)

The undersigned hereby certifies as follows:

1. I am the Treasurer, a duly authorized officer, of Highland Funds I and Highland Funds II.
2. In such capacity, I have examined the records of actions taken by the Board of Trustees of Highland Funds I and Highland Funds II.
3. The Board of Trustees of Highland Funds I and Highland Funds II has duly adopted the following resolution:

RESOLVED, that the officers of Highland Funds I ("HFI") and Highland Funds II ("HFII" and together with HFI, the "Funds") be, and they hereby are, authorized to execute and file with the Securities and Exchange Commission, on behalf of the Funds, an application (including any necessary or appropriate amendments to such application) for an order exempting the present and future portfolios of the Funds from Section 12(d)(1) of the Investment Company Act of 1940 and Rule 12d1-2 thereunder so as to permit such portfolios to invest in financial instruments which are not "securities" within the contemplation of Rule 12d1-2 (the "Exemptive Application"), in the form presented to this meeting, with such changes as the officers may approve with the advice of counsel to the Funds, and any amendments thereto, in a form satisfactory to such officers and counsel of the Funds, the execution and filing of the Exemptive Application and any amendment thereto to be conclusive evidence of the Trustees' authorization hereby; and further

RESOLVED, that the officers of the Funds be, and each of them hereby is, authorized to take all such action, and to execute and deliver all such instruments and documents, in the name and on behalf of the Funds, and under its corporate seal or otherwise, as shall in his judgment be necessary, proper or advisable in order to arrange for the filing of the Exemptive Application and any amendments thereto, and all related exhibits, on behalf of the Funds, and otherwise to fully carry out the intent and accomplish the purpose of the foregoing resolution, the taking of any such action and the execution and delivery of any such instrument or document by any such officer to be conclusive evidence that the same has been authorized by this resolution.

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IN WITNESS WHEREOF, I have hereunto set my hand on the date set forth below.

September 15, 2011

HIGHLAND FUNDS I
HIGHLAND FUNDS II

By: /s/ Brian Mitts
Name: Brian Mitts
Title: Treasurer

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EXHIBIT B-1

HIGHLAND CAPITAL MANAGEMENT, L.P.
VERIFICATION PURSUANT TO RULE 0-2(d)

The undersigned states that he has duly executed the attached application dated September 15, 2011 for and on behalf of Highland Capital Management, L.P. in his capacity as the President of such entity's general partner, Strand Advisors, Inc., and that all actions by the holders and other bodies necessary to authorize the undersigned to execute and file such instrument have been taken. The undersigned further states that he is familiar with such instrument, and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.

September 15, 2011

By: Strand Advisors, Inc., in its capacity as
general partner of Highland Capital Management, L.P.

By: /s/ James Dondero
Name: James Dondero
Title: President

Table of Contents

EXHIBIT B-2

HIGHLAND FUNDS ASSET MANAGEMENT, L.P.
VERIFICATION PURSUANT TO RULE 0-2(d)

The undersigned states that he has duly executed the attached application dated September 15, 2011 for and on behalf of Highland Funds Asset Management, L.P. in his capacity as the President of such entity's general partner, Strand Advisors XVI, Inc., and that all actions by the holders and other bodies necessary to authorize the undersigned to execute and file such instrument have been taken. The undersigned further states that he is familiar with such instrument, and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.

September 15, 2011

By: Strand Advisors XVI, Inc., in its capacity as general partner of Highland Funds Asset Management, L.P.

By: /s/ R. Joseph Dougherty
Name: R. Joseph Dougherty
Title: President

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EXHIBIT B-3

HIGHLAND FUNDS I
VERIFICATION PURSUANT TO RULE 0-2(d)

The undersigned states that he has duly executed the attached application dated September 15, 2011 for and on behalf of Highland Funds I (the "Trust"), that he is the Treasurer of the Trust, that the laws of the jurisdiction of formation or the governing documents of the Trust authorizes a person in the undersigned's position to sign documents on behalf thereof and that all actions by shareholders, trustees and other bodies necessary to authorize the undersigned to execute and file such instrument have been taken. The undersigned further states that he is familiar with such instrument, and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.

September 15, 2011

HIGHLAND FUNDS I

By: /s/ Brian Mitts
Name: Brian Mitts
Title: Treasurer

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EXHIBIT B-4

HIGHLAND FUNDS II
VERIFICATION PURSUANT TO RULE 0-2(d)

The undersigned states that he has duly executed the attached application dated September 15, 2011 for and on behalf of Highland Funds II (the "Trust"), that he is the Treasurer of the Trust, that the laws of the jurisdiction of formation or the governing documents of the Trust authorizes a person in the undersigned's position to sign documents on behalf thereof and that all actions by shareholders, trustees and other bodies necessary to authorize the undersigned to execute and file such instrument have been taken. The undersigned further states that he is familiar with such instrument, and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.

September 15, 2011

HIGHLAND FUNDS II

By: /s/ Brian Mitts
Name: Brian Mitts
Title: Treasurer

EXHIBIT
I

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

NEXPOINT CAPITAL, INC.
(Name of Issuer)

Common Stock, Par Value $0.001 Per Share
(Title of Class of Securities)

65341M 102
(CUSIP Number)

James Dondero
c/o NexPoint Advisors, L.P.
300 Crescent Court, Suite 700
Dallas, Texas 75201
(972) 628-4100
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 18, 2014
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

13D

CUSIP No. 65341M 102 Page 2 of 9

1	NAMES OF REPORTING PERSONS NEXPOINT ADVISORS, L.P.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) ☐ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) OO; WC		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 1,108,693.216
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 1,108,693.216
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,108,693.216		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 100.0%		
14	TYPE OF REPORTING PERSON (See Instructions) IA		

13D

CUSIP No. 65341M 102 Page 3 of 9

1	NAMES OF REPORTING PERSONS NEXPOINT ADVISORS GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) ☐ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO; AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,108,693.216
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 1,108,693.216
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,108,693.216	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 100.0%	
14	TYPE OF REPORTING PERSON (See Instructions) OO; HC	

13D

CUSIP No. 65341M 102 Page 4 of 9

1	NAMES OF REPORTING PERSONS JAMES DAVID DONDERO		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) ☐ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) OO; AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION UNITED STATES		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,108,693.216	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 1,108,693.216	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,108,693.216		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 100.0%		
14	TYPE OF REPORTING PERSON (See Instructions) IN; HC		

Item 1. Security and Issuer.

This Statement on Schedule 13D relates to the common stock, par value $0.001 per share (the "Common Stock"), of NexPoint Capital, Inc., a Delaware corporation (the "Issuer"). The address of the principal executive offices of the Issuer is 300 Crescent Court, Suite 700, Dallas, Texas 75201.

Item 2. Identity and Background.

NexPoint Advisors, L.P., a Delaware limited partnership registered as an investment adviser with the U.S. Securities and Exchange Commission ("NexPoint Advisors"), NexPoint Advisors GP, LLC, a Delaware limited liability company ("NexPoint GP"), and James Dondero, a United States citizen (collectively with NexPoint Advisors and NexPoint GP, the "Reporting Persons"), are jointly filing this Schedule 13D reporting beneficial ownership of shares of Common Stock. The Reporting Persons have entered into a Joint Filing Agreement, dated as of October 24, 2014, a copy of which is attached hereto as Exhibit A.

NexPoint Advisors is the investment adviser to the Issuer and, as of October 24, 2014, directly owned all of the outstanding shares of Common Stock. NexPoint GP is the general partner of NexPoint Advisors. James Dondero is President of, and owns all of the ownership interests in, NexPoint GP. Mr. Dondero is also the President and a portfolio manager of the Issuer and serves as President of Highland Capital Management, L.P., which is an affiliate of NexPoint Advisors and makes available to NexPoint Advisors experienced investment professionals and other resources.

The principal business address of each Reporting Person is 300 Crescent Court, Suite 700, Dallas, Texas 75201.

During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors).

During the last five years, none of the Reporting Persons has been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

On June 10, 2014, the Issuer converted from a limited liability company to a Delaware corporation. In connection with such conversion, NexPoint Advisors, the existing member of the Issuer, exchanged 21,739.130 LLC units for 21,739.130 shares of Common Stock. On September 2, 2014, NexPoint Advisors purchased an additional 434,780.163 shares of Common Stock in a private placement with the Issuer for an aggregate price of approximately $4.0 million, or $9.20 per share. NexPoint Advisors entered into a second private placement with the Issuer on October 8, 2014, pursuant to which NexPoint Advisors purchased an additional 652,173.913 shares of Common Stock for an aggregate price of $6.0 million, or $9.20 per share.

The funds used to purchase the shares of Common Stock in each of the private placements were from existing available operating capital of NexPoint Advisors and none of the consideration for such shares was represented by borrowed funds.

Item 4. Purpose of Transaction.

Each of the 1,108,693.216 shares of Common Stock over which the Reporting Persons have beneficial ownership was acquired solely for investment purposes.

Item 5. Interest in Securities of the Issuer.

NexPoint Advisors is the record and beneficial owner of, and has sole voting and sole dispositive power with respect to, 1,108,693.216 shares of Common Stock, which represented 100.0% of the outstanding shares of Common Stock as of October 24, 2014.

Neither NexPoint GP nor James Dondero directly owns any Common Stock of the Issuer. However, NexPoint GP, as the general partner of NexPoint Advisors, may be viewed as having sole voting and sole dispositive power with respect to, and may be deemed to beneficially own, all of the shares of the Issuer owned by NexPoint Advisors. NexPoint GP disclaims beneficial ownership of such shares except to the extent of its pecuniary interest therein.

Mr. Dondero, as President and sole member of NexPoint GP, may be viewed as having sole voting and sole dispositive power with respect to, and may be deemed to beneficially own, all of the shares of the Issuer owned by NexPoint Advisors and controlled by NexPoint GP. Mr. Dondero disclaims beneficial ownership of such shares except to the extent of his pecuniary interest therein.

The transactions by which the Reporting Persons became beneficial owners of shares of the Common Stock reported herein are described in Item 3 above.

Item 6. Contracts, Arrangement, Understanding or Relationships with Respect to Securities of the Issuer.

Pursuant to the Issuer's certificate of incorporation, NexPoint Advisors cannot vote the shares of Common Stock held by it on any matter brought to Issuer's stockholders regarding the termination of the investment advisory agreement between the Issuer and NexPoint Advisors, the renewal of NexPoint Advisors as the Issuer's investment adviser or any other transaction between the Issuer and NexPoint Advisors.

Item 7. Material to be Filed as Exhibits.

Exhibit A Joint Filing Agreement (filed herewith).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: October 24, 2014

NEXPOINT ADVISORS, L.P.

By: NexPoint Advisors GP, LLC, its general partner

By: /s/ Brian Mitts
Name: Brian Mitts
Title: Secretary

NEXPOINT ADVISORS GP, LLC

By: /s/ Brian Mitts
Name: Brian Mitts
Title: Secretary

JAMES DONDERO

By: /s/ James Dondero
Name: James Dondero

EXHIBIT INDEX

Exhibit A Joint Filing Agreement

Exhibit A

Joint Filing Agreement

We, the undersigned, hereby express our agreement that the attached Schedule 13D is, and any further amendments thereto signed by each of the undersigned shall be, filed on behalf of each of us pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended. This agreement may be terminated with respect to the obligations to jointly file future amendments to such statement on Schedule 13D as to any of the undersigned upon such person giving written notice thereof to each of the other persons signatory hereto, at the principal office thereof.

Date: October 24, 2014

NEXPOINT ADVISORS, L.P.

By: NexPoint Advisors GP, LLC, its general partner

By: /s/ Brian Mitts
Name: Brian Mitts
Title: Secretary

NEXPOINT ADVISORS GP, LLC

By: /s/ Brian Mitts
Name: Brian Mitts
Title: Secretary

JAMES DONDERO

By: /s/ James Dondero
Name: James Dondero

EXHIBIT 30

EXHIBIT

J

FOURTH AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

HIGHLAND CAPITAL MANAGEMENT, L.P.

THE PARTNERSHIP INTERESTS REPRESENTED BY THIS LIMITED PARTNERSHIP AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OP 1933 OR UNDER ANY STATE SECURITIES ACTS IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE SALE OR OTHER DISPOSITION OF THE PARTNERSHIP INTERESTS IS PROHIBITED UNLESS THAT SALE OR DISPOSITION IS MADE IN COMPLIANCE WITH ALL SUCH APPLICABLE ACTS. ADDITIONAL RESTRICTIONS ON TRANSFER OF THE PARTNERSHIP INTERESTS ARE SET FORTH IN THIS AGREEMENT.

FOURTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF HIGHLAND CAPITAL MANAGEMENT, L.P.

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FOURTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF HIGHLAND CAPITAL MANAGEMENT, L.P.

THIS FOURTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP is entered into on this 24th day of December, 2015, to be effective as of December 24, 2015, by and among Strand Advisors, Inc., a Delaware corporation (*"**Strand**"*), as General Partner, the Limited Partners party hereto, and any Person hereinafter admitted as a Limited Partner.

Certain terms used in this Agreement are defined in Article 2.

ARTICLE 1

GENERAL

1.1. Continuation. Subject to the provisions of this Agreement, the Partners hereby continue the Partnership as a limited partnership pursuant to the provisions of the Delaware Act. Except as expressly provided herein, the rights and obligations of the Partners and the administration and termination of the Partnership shall be governed by the Delaware Act.

1.2. Name. The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of Highland Capital Management, L.P. The General Partner, in its sole and unfettered discretion, may change the name of the Partnership at any time and from time to time and shall provide Limited Partners with written notice of such name change within twenty (20) days after such name change.

1.3. Purpose. The purpose and business of the Partnership shall be the conduct of any business or activity that may lawfully be conducted by a limited partnership organized pursuant to the Delaware Act. Any or all of the foregoing activities may be conducted directly by the Partnership or indirectly through another partnership, joint venture, or other arrangement.

1.4. Term. The Partnership was formed as a limited partnership on July 7, 1997, and shall continue until terminated pursuant to this Agreement.

1.5. Partnership Offices; Addresses of Partners.

(a) Partnership Offices. The registered office of the Partnership in the State of Delaware shall be 1013 Centre Road, Wilmington, Delaware 19805-1297, and its registered agent for service of process on the Partnership at that registered office shall be Corporation Service Company, or such other registered office or registered agent as the General Partner may from time to time designate. The principal office of the Partnership shall be 300 Crescent Court, Suite 700, Dallas, Texas 75201, or such other place as the General Partner may from time to time designate. The Partnership may maintain offices at such other place or places as the General Partner deems advisable.

(b) Addresses of Partners. The address of the General Partner is 300 Crescent Court, Suite 700, Dallas, Texas 75201. The address of each Limited Partner shall be the address of that Limited Partner appearing on the books and records of the Partnership. Each Limited Partner agrees to provide the General Partner with prompt written notice of any change in his/her/its address.

ARTICLE 2

DEFINITIONS

2.1. Definitions. The following definitions shall apply to the terms used in this Agreement, unless otherwise clearly indicated to the contrary in this Agreement:

"***Additional Capital Contribution***" has the meaning set forth in Section 3.1(b) of this Agreement.

"***Adjusted Capital Account Deficit***" means, with respect *to* any Partner, the deficit balance, if any, in the Capital Account of that Partner as of the end of the relevant Fiscal Year, or other relevant period, giving effect to all adjustments previously made thereto pursuant to Section 3.7 and further adjusted as follows: (i) credit to that Capital Account, any amounts which that Partner is obligated or deemed obligated to restore pursuant to any provision of this Agreement or pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c); (ii) debit to that Capital Account, the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6); and (iii) to the extent required under the Treasury Regulations, credit to that Capital Account (A) that Partner's share of "minimum gain" and (B) that Partner's share of "partner nonrecourse debt minimum gain." (Each Partner's share of the minimum gain and partner nonrecourse debt minimum gain shall be determined under Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5), respectively.)

"***Affiliate***" means any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. As used in this definition, the term "***control***" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting Securities, by contract or otherwise.

"***Agreement***" means this Fourth Amended and Restated Agreement of Limited Partnership, as it may be amended, supplemented, or restated from time to time.

"***Business Day***" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States or the State of Texas shall not be regarded as a Business Day.

"***Capital Account***" means the capital account maintained for a Partner pursuant to Section 3.7(a).

"***Capital Contribution***" means, with respect to any Partner, the amount of money or property contributed to the Partnership with respect to the interest in the Partnership held by that Person.

"***Certificate of Limited Partnership***" means the Certificate of Limited Partnership filed with the Secretary of State of Delaware by the General Partner, as that Certificate may be amended, supplemented or restated from time to time.

"Class A Limited Partners" means those Partners holding a Class A Limited Partnership Interest, as shown on Exhibit A.

"Class A Limited Partnership Interest" means a Partnership Interest held by a Partner in its capacity as a Class A Limited Partner."

"Class B Limited Partner" means those Partners holding a Class B Limited Partnership Interest, as shown on Exhibit A.

"Class B Limited Partnership Interest" means a Partnership Interest held by a Partner in its capacity as a Class B Limited Partner."

"Class B NAV Ratio Trigger Period" means any period during which the Class B Limited Partner's aggregate capital contributions, including the original principal balance of the Contribution Note, and reduced by the aggregate amount of distributions to the Class B Limited Partner, exceed 75 percent of the product of the Class B Limited Partner's Percentage Interest multiplied by the total book value of the Partnership; provided, however, that the General Partner shall only be required to test for a Class B NAV Ratio Trigger Period annually, as of the last day of each calendar year; provided further the General Partner must complete the testing within 180 days of the end of each calendar year; provided further that if the test results in a Class B NAV Ratio Trigger Period, the General Partner may, at its own election, retest at any time to determine the end date of the Class B NAV Ratio Trigger Period.

"Class C Limited Partner" means those Partners holding a Class C Limited Partnership Interest, as shown on Exhibit A.

"Class C Limited Partnership Interest" means a Partnership Interest held by a Partner in its capacity as a Class C Limited Partner."

"Class C NAV Ratio Trigger Period" means any period during which an amount equal to $93,000,000.00 reduced by the aggregate amount of distributions to the Class C Limited Partner after the Effective Date exceeds 75 percent of the product of the Class C Limited Partner's Percentage Interest multiplied by the total book value of the Partnership; provided, however, that the General Partner shall only be required to test for a Class C NAV Ratio Trigger Period annually, as of the last day of each calendar year; provided further the General Partner must complete the testing within 180 days of the end of each calendar year; provided further that if the test results in a Class C NAV Ratio Trigger Period, the General Partner may, at its own election, retest at any time to determine the end date of the Class C NAV Ratio Trigger Period.

"***Code***" means the Internal Revenue Code of 1986, as amended and in effect from time to time.

"Contribution Note" means that certain Secured Promissory Note dated December 21, 2015 by and among Hunter Mountain Investment Trust, as maker, and the Partnership as Payee.

"***Default Loan***" has the meaning set forth in Section 3.1(c)(i).

"***Defaulting Partner***" has the meaning set forth in Section 3.1(c).

"***Delaware Act***" means the Delaware Revised Uniform Limited Partnership Act, Part IV, Title C, Chapter 17 of the Delaware Corporation Law Annotated, as it may be amended, supplemented or restated from time to time, and any successor to that Act.

"*Effective Date"* means the date first recited above.

"***Fiscal Year***" has the meaning set forth in Section 3.11(b).

"***Founding Partner Group***" means, all partners holding partnership interests in the Partnership immediately before the Effective Date.

"***General Partner***" means any Person who (i) is referred to as such in the first paragraph of this Agreement, or has become a General Partner pursuant to the terms of this Agreement; and (ii) has not ceased to be a General Partner pursuant to the terms of this Agreement.

"***Limited Partner***" means any Person who (i) is referred to as such in the first paragraph of this Agreement, or has become a Limited Partner pursuant to the terms of this Agreement, and (ii) has not ceased to be a Limited Partner pursuant to the terms of this Agreement.

"***Liquidator***" has the meaning set forth in Section 5.3.

"***Losses***" means, for each Fiscal Year, the losses and deductions of the Partnership determined in accordance with accounting principles consistently applied from year to year employed under the Partnership's method of accounting and as reported, separately or in the aggregate, as appropriate, on the Partnership's information tax return filed for federal income tax purposes, plus any expenditures described in Code Section 705(a)(2)(B).

"***Majority Interest***" means the owners of more than fifty percent (50%) of the Percentage Interests of Class A Limited Partners.

"NAV Ratio Trigger Period" means a Class B NAV Ratio Trigger Period or a Class C NAV Ratio Trigger Period.

"Net Increase in Working Capital Accounts" means the excess of (i) Restricted Cash plus Management and Incentive Fees Receivable plus Other Assets plus Deferred Incentive Fees Receivable less Accounts Payable less Accrued and Other Liabilities as of the end of the period being measured over (ii) Restricted Cash plus Management and Incentive Fees Receivable plus Other Assets plus Deferred Incentive Fees Receivable less Accounts Payable less Accrued and Other Liabilities as of the beginning of the period being measured; provided, however, that amounts within each of the aforementioned categories shall be excluded from the calculation to the extent they are specifically identified as being derived from investing or financing activities. Each of the capitalized terms in this definition shall have the meaning given them in the books and records of the Partnership and appropriate adjustments may be made to the extent the Partnership adds new ledger accounts to its books and records that are current assets or current liabilities.

"***New Issues***" means Securities that are considered to be "new issues," as defined in the Conduct Rules of the National Association of Securities Dealers, Inc.

"***Nonrecourse Deduction***" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(1), as computed under Treasury Regulations Section 1.704-2(c).

"***Nonrecourse* Liability**" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"Operating Cash Flow" means Total Revenue less Total Operating Expenses plus Depreciation & Amortization less Net Increase in Working Capital Accounts year over year. Each of the capitalized terms in this definition shall have the meaning given them in the books and records of the Partnership.

"***Partner***" means a General Partner or a Limited Partner.

"***Partner Nonrecourse Debt***" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(4).

"***Partner Nonrecourse Deductions***" has the meaning set forth in Treasury Regulations Section 1.704-2(i)(2).

"***Partner Nonrecourse Debt Minimum Gain***" has the meaning set forth in Treasury Regulations Section 1.704-2(i)(5).

"***Partnership***" means Highland Capital Management, L.P., the Delaware limited partnership established pursuant to this Agreement.

"***Partnership Capital***" means, as of any relevant date, the net book value of the Partnership's assets.

"***Partnership Interest***" means the interest acquired by a Partner in the Partnership including, without limitation, that Partner's right: (a) to an allocable share of the Profits, Losses, deductions, and credits of the Partnership; (b) to a distributive share of the assets of the Partnership; (c) if a Limited Partner, to vote on those matters described in this Agreement; and (d) if the General Partner, to manage and operate the Partnership.

"***Partnership Minimum Gain***" has the meaning set forth in Treasury Regulations Section 1.704-2(d).

"***Percentage Interest***" means the percentage set forth opposite each Partner's name on Exhibit A as such Exhibit may be amended from time to time in accordance with this Agreement.

"***Person***" means an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.

"Priority Distributions" has the meaning set forth in Section 3.9(b).

"***Profits***" means, for each Fiscal Year, the income and gains of the Partnership determined in accordance with accounting principles consistently applied from year to year employed under the Partnership's method of accounting and as reported, separately or in the aggregate, as appropriate, on the Partnership's information tax return filed for federal income tax purposes, plus any income described in Code Section 705(a)(1)(B).

"***Profits Interest Partner***" means any Person who is issued a Partnership Interest that is treated as a "profits interest" for federal income tax purposes.

"Purchase Notes" means those certain Secured Promissory Notes of even date herewith by and among Hunter Mountain Investment Trust, as maker, and The Dugaboy Investment Trust, The Mark K. Okada, The Mark and Pamela Okada Family Trust – Exempt Trust #1, and The Mark K. Okada, The Mark and Pamela Okada Family Trust – Exempt Trust #2, each as Payees of the respective Secured Promissory Notes.

"***Record Date***" means the date established by the General Partner for determining the identity of Limited Partners entitled to vote or give consent to Partnership action or entitled to exercise rights in respect of any other lawful action of Limited Partners.

"***Second Amended Buy-Sell and Redemption Agreement***" means that certain Second Amended and Restated Buy-Sell and Redemption Agreement, dated December 21, 2015, to be effective as of December 21, 2015 by and between the Partnership and its Partners, as may be amended, supplemented, or restated from time to time.

"***Securities***" means the following: (i) securities of any kind (including, without limitation, "securities" as that term is defined in Section 2(a)(1) of the Securities Act; (ii) commodities of any kind (as that term is defined by the U.S. Securities Laws and the rules and regulations promulgated thereunder); (iii) any contracts for future or forward delivery of any security, commodity or currency; (iv) any contracts based on any securities or group of securities, commodities or currencies; (v) any options on any contracts referred to in clauses (iii) or (iv); or (vi) any evidences of indebtedness (including participations in or assignments of bank loans or trade credit claims). The items set forth in clauses (i) through (vi) herein include, but are not limited to, capital stock, common stock, preferred stock, convertible securities, reorganization certificates, subscriptions, warrants, rights, options, puts, calls, bonds, mutual fund interests, debentures, notes, certificates of deposit, letters of credit, bankers acceptances, trust receipts and other securities of any corporation or other entity, whether readily marketable or not, rights and options, whether granted or written by the Partnership or by others, treasury bills, bonds and notes, any securities or obligations issued or guaranteed by the United States or any foreign country or any state or possession of the United States or any foreign country or any political subdivision or agency or instrumentality of any of the foregoing, and derivatives of any of the foregoing.

"***Securities Act***" means the Securities Act of 1933, as amended, and any successor to such statute.

"***Substitute Limited Partner***" has the meaning set forth in Section 4.6(a).

"***Transfer***" or derivations thereof, of a Partnership Interest means, as a noun, the transfer, sale, assignment, exchange, pledge, hypothecation or other disposition of a Partnership Interest, or any part thereof, directly or indirectly, and as a verb, voluntarily or involuntarily to transfer, sell, assign, exchange, pledge, hypothecate or otherwise dispose of.

"***Treasury Regulations***" means the Department of Treasury Regulations promulgated under the Code, as amended and in effect (including corresponding provisions of succeeding regulations).

2.2. Other Definitions. All terms used in this Agreement that are not defined in this Article 2 have the meanings contained elsewhere in this Agreement.

ARTICLE 3

FINANCIAL MATTERS

3.1. Capital Contributions.

(a) Initial Capital Contributions. The initial Capital Contribution of each Partner shall be set forth in the books and records of the Partnership.

(b) Additional Capital Contributions.

(i) The General Partner, in its reasonable discretion and for a *bona fide* business purpose, may request in writing that the Founding Partner Group make additional Capital Contributions in proportion to their Percentage Interests (each, an "***Additional Capital Contribution***").

(ii) Any failure by a Partner to make an Additional Capital Contribution requested under Section 3.1(b)(i) on or before the date on which that Additional Capital Contribution was due shall result in the Partner being in default.

(c) Consequences to Defaulting Partners. In the event a Partner is in default under Section 3.1(b) (a "***Defaulting Partner***"), the Defaulting Partner, in its sole and unfettered discretion, may elect to take either one of the option set forth below.

(i) Default Loans. If the Defaulting Partner so elects, the General Partner shall make a loan to the Defaulting Partner in an amount equal to that Defaulting Partner's additional capital contribution (a "***Default Loan***"). A Default Loan shall be deemed advanced on the date actually advanced. Default Loans shall earn interest on the outstanding principal amount thereof at a rate equal to the Applicable Federal Mid-Term Rate (determined by the Internal Revenue Service for the month in which the loan is deemed made) from the date actually advanced until the same is repaid in full. The term of any Default Loan shall be six (6) months, unless otherwise extended by the General Partner in its sole and unfettered discretion. If the General Partner makes a Default Loan, the Defaulting Partner shall not receive any distributions pursuant to Section 3.9(a) or Section 5.3 or any proceeds from the Transfer of all or any part of its Partnership Interest while the Default Loan remains unpaid. Instead, the Defaulting Partner's share of distributions or such other proceeds shall (until all Default Loans and interest thereon shall have been repaid in full) first be paid to the General Partner. Such payments shall be applied first to the payment of interest on such Default Loans and then to the repayment of the principal amounts thereof, but shall be considered, for all other purposes of this Agreement, to have been distributed to the Defaulting Partner. The Defaulting Partner shall be liable for the reasonable fees and expenses incurred by the General Partner (including, without limitation, reasonable attorneys' fees and disbursements) in connection with any enforcement or foreclosure upon any Default Loan and such costs shall, to the extent enforceable under applicable law, be added to the principal amount of the applicable Default Loan. In addition, at any time during the term of such Default Loan, the Defaulting Partner shall have the right to repay, in full, the Default Loan (including interest and any other charges). If the General Partner makes a Default Loan, the Defaulting Partner shall be deemed to have pledged to the General Partner and granted to the General Partner a continuing first priority security interest in, all of the Defaulting Partner's Partnership Interest to secure the payment of the principal of, and interest on, such Default Loan in accordance with the provisions hereof, and for such purpose this Agreement shall constitute a security agreement. The Defaulting Partner shall promptly execute, acknowledge and deliver such financing statements, continuation statements or other documents and take such other actions as the General Partner shall request in writing in order to perfect or continue the perfection of such security interest; and, if the Defaulting Partner shall fail to do so within seven (7) days after the Defaulting Partner's receipt of a notice making demand therefor, the General Partner is hereby appointed the attorney-in-fact of, and is hereby authorized on behalf of, the Defaulting Partner, to execute, acknowledge and deliver all such documents and take all such other actions as may be required to perfect such security interest. Such appointment and authorization are coupled with an interest and shall be irrevocable. The General Partner shall, prior to exercising any right or remedy (whether at law, in equity or pursuant to the terms hereof) available to it in connection with such security interest, provide to the Defaulting Partner a notice, in reasonable detail, of the right or remedy to be exercised and the intended timing of such exercise which shall not be less than five (5) days following the date of such notice.

(ii) Reduction of Percentage Interest. If the Defaulting Partner does not elect to obtain a Default Loan pursuant to Section 3.1(c)(i), the General Partner shall reduce the Defaulting Partner's Percentage Interest in accordance with the following formula:

> The Defaulting Partner's new Percentage Interest shall equal the product of (1) the Defaulting Partner's current Percentage Interest, multiplied by (2) the quotient of (a) the current Capital Account of the Defaulting Partner (with such Capital Account determined after taking into account a revaluation of the Capital Accounts immediately prior to such determination), divided by (b) the sum of (i) the current Capital Account of the Defaulting Partner (with such Capital Account determined after taking into account a revaluation of the Capital Accounts immediately prior to such determination), plus (ii) the amount of the additional capital contribution that such Defaulting Partner failed to make when due.

To the extent any downward adjustment is made to the Percentage Interest of a Partner pursuant to this Section 3.1(c)(ii), any resulting benefit shall accrue to the Partners (other than the Defaulting Partner) in proportion to their respective Percentage Interests.

3.2. Allocations of Profits and Losses.

(a) Allocations of Profits. Except as provided in Sections 3.4, 3.5, and 3.6, Profits for any Fiscal Year will be allocated to the Partners as follows:

(i) First, to the Partners until cumulative Profits allocated under this Section 3.2(a)(i) for all prior periods equal the cumulative Losses allocated to the Partners under Section 3.2(b)(iii) for all prior periods in the inverse order in which such Losses were allocated; and

(ii) Next, to the Partners until cumulative Profits allocated under this Section 3.2(a)(ii) for all prior periods equal the cumulative Losses allocated to the Partners under Section 3.2(b)(ii) for all prior periods in the inverse order in which such Losses were allocated; and

(iii) Then, to all Partners in proportion to their respective Percentage Interests.

(b) Allocations of Losses. Except as provided in Sections 3.4, 3.5, and 3.6, Losses for any Fiscal Year will be will be allocated as follows:

(i) First, to the Partners until cumulative Losses allocated under this Section 3.2(b)(i) for all prior periods equal the cumulative Profits allocated to the Partners under Section 3.2(a)(iii) for all prior periods in the inverse order in which such Profits were allocated; and

(ii) Next, to the Partners in proportion to their respective positive Capital Account balances until the aggregate Capital Account balances of the Partners (excluding any negative Capital Account balances) equal zero; *provided, however,* losses shall first be allocated to reduce amounts that were last allocated to the Capital Accounts of the Partners; and

(iii) Then, to all Partners in proportion to their respective Percentage Interests.

(c) Limitation on Loss Allocations. If any allocation of Losses would cause a Limited Partner to have an Adjusted Capital Account Deficit, those Losses instead shall be allocated to the General Partner.

3.3. Allocations on Transfers. Taxable items of the Partnership attributable to a Partnership Interest that has been Transferred (including the simultaneous decrease in the Partnership Interest of existing Partners resulting from the admission of a new Partner) shall be allocated in accordance with Section 4.3(d).

3.4. Special Allocations. If the requisite stated conditions or facts are present, the following special allocations shall be made in the following order:

(a) Partnership Minimum Gain Chargeback**.** Notwithstanding any other provision of this Article 3, if there is a net decrease in Partnership Minimum Gain during any taxable year or other period for which allocations are made, prior to any other allocation under this Agreement, each Partner shall be specially allocated items of Partnership income and gain for that period (and, if necessary, subsequent periods) in proportion to, and to the extent of, an amount equal to that Partner's share of the net decrease in Partnership Minimum Gain during that year determined in accordance with Treasury Regulations Section 1.704-2(g)(2)**.** The items to be allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(g)**.** This Section 3.4(a) is intended to comply with the partnership minimum gain chargeback requirements of the Treasury Regulations and shall be subject to all exceptions provided therein.

(b) Partner Nonrecourse Debt Minimum Gain Chargeback**.** Notwithstanding any other provision of this Article 3 (other than Section 3.4(a)), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain with respect to a Partner Nonrecourse Debt during any taxable year or other period for which allocations are made, any Partner with a share of such Partner Nonrecourse Debt Minimum Gain as of the beginning of the year shall be specially allocated items of Partnership income and gain for that period (and, if necessary, subsequent periods in an amount equal to that Partner's share of the net decrease in the Partner Nonrecourse Debt Minimum Gain during that year determined in accordance with Treasury Regulations Section 1.704-2(g)(2)**.** The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(g)**.** This Section 3.4(b) is intended to comply with the partner nonrecourse debt minimum gain chargeback requirements of the Treasury Regulations, shall be interpreted consistently with the Treasury Regulations and shall be subject to all exceptions provided therein.

(c) Qualified Income Offset**.** If a Partner unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (d)(5) or (d)(6), then items of Partnership income and gain shall be specially allocated to each such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of the Partner as quickly as possible; *provided, however,* an allocation pursuant to this Section 3.4(c) shall be made if and only to the extent that the Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 3 have been tentatively made without considering this Section 3.4(c).

(d) Gross Income Allocation**.** If a Partner has a deficit Capital Account at the end of any Fiscal Year of the Partnership that exceeds the sum of (i) the amount the Partner is obligated to restore, and (ii) the amount the Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), then each such Partner shall be specially allocated items of income and gain of the Partnership in the amount of the excess as quickly as possible; *provided, however,* an allocation pursuant to this Section 3.4(d) shall be made if and only to

the extent that the Partner would have a deficit Capital Account in excess of that sum after all other allocations provided for in this Article 3 have been tentatively made without considering Section 3.4(c) or 3.4(d).

(e) Nonrecourse Deductions. Nonrecourse Deductions for any taxable year or other period for which allocations are made shall he allocated among the Partners in accordance with their Percentage interests.

(f) Partner Nonrecourse Deductions. Notwithstanding anything to the contrary in this Agreement, any Partner Nonrecourse Deductions for any taxable year or other period for which allocations are made will be allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which the Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

(g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any asset of the Partnership under Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) and that gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Treasury Regulations.

(h) Section 481 Adjustments. Any allocable items of income, gain, expense, deduction or credit required to be made by Section 481 of the Code as the result of the sale, transfer, exchange or issuance of a Partnership Interest will be specially allocated to the Partner receiving said Partnership Interest whether such items are positive or negative in amount.

3.5. Curative Allocations. The "***Basic Regulatory Allocations***" consist of (i) the allocations pursuant to Section 3.2(c), and (ii) the allocations pursuant to Sections 3.4. Notwithstanding any other provision of this Agreement, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Partners so that, to the extent possible, the net amount of the allocations of other items and the Basic Regulatory Allocations to each Partner shall be equal to the net amount that would have been allocated to each such Partner if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Section 3.5 shall be made with respect to allocations pursuant to Section 3.4 (g) and (h) only to the extent that it is reasonably determined that those allocations will otherwise be inconsistent with the economic agreement among the Partners. To the extent that a special allocation under Section 3.4 is determined not to comply with applicable Treasury Regulations, then the Partners intend that the items shall be allocated in accordance with the Partners' varying Percentage Interests throughout each tax year during which such items are recognized for tax purposes.

3.6. Code Section 704(c) Allocations. In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation at the time of the contribution between the tax basis of the property to the Partnership and the fair market value of that property. Except as otherwise provided herein, any elections or other decisions relating to those allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intent of this Agreement. Allocations of income, gain, loss and deduction pursuant to this Section 3.6 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, the Capital Account of any Partner or the share

of Profits, Losses, other tax items or distributions of any Partner pursuant to any provision of this Agreement.

3.7. Capital Accounts.

(a) Maintenance of Capital Accounts. The Partnership shall establish and maintain a separate capital account (*"**Capital Account**"*) for each Partner in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv), subject to and in accordance with the provisions set forth in this Section 3.7.

(i) The Capital Account balance of each Partner shall be credited (increased) by (A) the amount of cash contributed by that Partner to the capital of the Partnership, (B) the fair market value of property contributed by that Partner to the capital of the Partnership (net of liabilities secured by that contributed property that the Partnership assumes or takes subject to under Code Section 752), and (C) that Partner's allocable share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Sections 3.4 and 3.5; and

(ii) The Capital Account balance of each Partner shall be debited (decreased) by (A) the amount of cash distributed to that Partner by the Partnership, (B) the fair market value of property distributed to that Partner by the Partnership (net of liabilities secured by that distributed property that such Partner assumes or takes subject to under Code Section 752), (C) that Partner's allocable share of expenditures of the Partnership described in Code Section 705(a)(2)(B), and (D) that Partner's allocable share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Sections 3.2, 3.4 and 3.5.

The provisions of this Section 3.7 and the other provisions of this Agreement relating to the maintenance of Capital Accounts have been included in this Agreement to comply with Code Section 704(b) and the Treasury Regulations promulgated thereunder and will be interpreted and applied in a manner consistent with those provisions. The General Partner may modify the manner in which the Capital Accounts are maintained under this Section 3.7 in order to comply with those provisions, as well as upon the occurrence of events that might otherwise cause this Agreement not to comply with those provisions.

(b) Negative Capital Accounts. If any Partner has a deficit balance in its Capital Account, that Partner shall have no obligation to restore that negative balance or to make any Capital Contribution by reason thereof, and that negative balance shall not be considered an asset of the Partnership or of any Partner.

(c) Interest. No interest shall be paid by the Partnership on Capital Contributions or on balances in Capital Accounts.

(d) No Withdrawal. No Partner shall be entitled to withdraw any part of his/her/its Capital Contribution or his/her/its Capital Account or to receive any distribution from the Partnership, except as provided in Section 3.9 and Article 5.

(e) Loans From Partners. Loans by a Partner to the Partnership shall not be considered Capital Contributions.

(f) Revaluations. The Capital Accounts of the Partners shall not be "booked-up" or "booked-down" to their fair market values under Treasury Regulations Section 1.704(c)-1(b)(2)(iv)(f) or otherwise.

3.8. Distributive Share for Tax Purpose. All items of income, deduction, gain, loss or credit that are recognized for federal income tax purposes will be allocated among the Partners in accordance with the allocations of Profits and Losses hereunder as determined by the General Partner in its sole and unfettered discretion. Notwithstanding the foregoing, the General Partner may (i) as to each New Issue, specially allocate to the Partners who were allocated New Issue Profit from that New Issue any short-term capital gains realized during the Fiscal Year upon the disposition of such New Issue during that Fiscal Year, and (ii) specially allocate items of gain (or loss) to Partners who withdraw capital during any Fiscal Year in a manner designed to ensure that each withdrawing Partner is allocated gain (or loss) in an amount equal to the difference between that Partner's Capital Account balance (or portion thereof being withdrawn) at the time of the withdrawal and the tax basis for his/her/ its Partnership Interest at that time (or proportionate amount thereof); *provided, however,* that the General Partner may, without the consent of any other Partner, (a) alter the allocation of any item of taxable income, gain, loss, deduction or credit in any specific instance where the General Partner, in its sole and unfettered discretion, determines such alteration to be necessary or appropriate to avoid a materially inequitable result *(e.g.,* where the allocation would create an inappropriate tax liability); and/or (b) adopt whatever other method of allocating tax items as the General Partner determines is necessary or appropriate in order to be consistent with the spirit and intent of the Treasury Regulations under Code Sections 704(b) and 704(c).

3.9. Distributions.

(a) General. The General Partner may make such pro rata or non-pro rata distributions as it may determine in its sole and unfettered discretion, without being limited to current or accumulated income or gains, but no such distribution shall be made out of funds required to make current payments on Partnership indebtedness; provided, however, that the General Partner may not make non-pro rata distributions under this Section 3.9(a) during an NAV Ratio Trigger Period without the consent of the Class B Limited Partner (in the case of a Class B NAV Ratio Trigger Period) and/or the Class C Limited Partner (in the case of a Class C NAV Ratio Trigger Period); provided, further this provision should not be interpreted to limit in any way the General Partner's ability to make non-pro rata tax distributions under Section 3.9(c) and Section 3.9(f). The Partnership has entered into one or more credit facilities with financial institutions that may limit the amount and timing of distributions to the Partners. Thus, the Partners acknowledge that distributions from the Partnership may be limited. Any distributions made to the Class B Limited Partner or the Class C Limited Partner pursuant to Section 3.9(b) shall reduce distributions otherwise allocable to such Partners under this Section 3.9(a) until such aggregate reductions are equal to the aggregate distributions made to the Class B Partners and the Class C Partners under Section 3.9(b).

(b) Priority Distributions. Prior to the distribution of any amounts to Partners pursuant to Section 3.9(a), and notwithstanding any other provision in this Agreement to the contrary, the Partnership shall make the following distributions ("***Priority Distributions***") pro-rata among the Class B Limited Partner and the Class C Limited Partner in accordance with their relative Percentage Interests:

(i) No later than March 31st of each calendar year, commencing March 31, 2017, an amount equal to $1,600,000.00;

(ii) No later than March 31st of each year, commencing March 31, 2017, an amount equal to three percent (3%) of the Partnership's investment gain for the prior year, as reflected in the Partnership's books and records within ledger account number 90100 plus three percent (3%) of the gross realized investment gains for the prior year of Highland Select Equity Fund, as reflected in its books and records;

(iii) No later than March 31st of each year, commencing March 31, 2017, an amount equal to ten percent (10%) of the Partnership's Operating Cash Flow for the prior year; and

(iv) No later than December 24th of each year, commencing December 24, 2016, an amount equal to the aggregate annual principal and interest payments on the Purchase Notes for the then current year.

(c) Tax Distributions. The General Partner may, in its sole discretion, declare and make cash distributions pursuant hereto to the Partners to allow the federal and state income tax attributable to the Partnership's taxable income that is passed through the Partnership to the Partners to be paid by such Partners (a "***Tax Distribution***"). The General Partner may, in its discretion, make Tax Distributions to the Founding Partner Group without also making Tax Distributions to other Partners; provided, however, that if the General Partner makes Tax Distributions to the Founding Partner Group, Tax Distributions must also be made the Class B Limited Partner to the extent the Class B Limited Partner provides the Partnership with documentation showing it is subject to an entity-level federal income tax obligation. Notwithstanding anything else in this Agreement, the General Partner may declare and pay Tax Distributions even if such Tax Distributions cause the Partnership to be unable to make Priority Distributions under Section 3.9(b).

(d) Payments Not Deemed Distributions. Any amounts paid pursuant to Sections 4.1(e) or 4.1(h) shall not be deemed to be distributions for purposes of this Agreement.

(e) Withheld Amounts. Notwithstanding any other provision of this Section 3.9 to the contrary, each Partner hereby authorizes the Partnership to withhold and to pay over, or otherwise pay, any withholding or other taxes payable by the Partnership with respect to that Partner as a result of that Partner's participation in the Partnership. If and to the extent that the Partnership shall be required to withhold or pay any such taxes, that Partner shall be deemed for all purposes of this Agreement to have received a payment from the Partnership as of the time that withholding or tax is paid, which payment shall be deemed to be a distribution with respect to that Partner's Partnership Interest to the extent that the Partner (or any successor to that Partner's Partnership Interest) is then entitled to receive a distribution. To the extent that the aggregate of such payments to a Partner for any period exceeds the distributions to which that Partner is entitled for that period, the amount of such excess shall be considered a loan from the Partnership to that Partner. Such loan shall bear interest (which interest shall be treated as an item of income to the Partnership) at the "Applicable Federal Rate" (as defined in the Code), as determined hereunder from time to time, until discharged by that Partner by repayment, which may be made in the sole and unfettered discretion of the General Partner out of distributions to which that Partner would otherwise be subsequently entitled. Any withholdings authorized by this Section 3.9(d) shall be made at the maximum applicable statutory rate under the applicable tax law unless the General Partner shall have received an opinion of counsel or other evidence satisfactory to the General Partner to the effect that a lower rate is applicable, or that no withholding is applicable.

(f) Special Tax Distributions. The Partnership shall, upon request of such Founding Partner, make distributions to the Founding Partners (or loans, at the election of the General Partner) in an amount necessary for each of them to pay their respective federal income tax obligations incurred through the effective date of the Third Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P., the predecessor to this Agreement.

(g) Tolling of Priority Distributions. In the event of a "Honis Trigger Event," as defined in the Second Amended Buy-Sell and Redemption Agreement, the Partnership shall not make any distributions, including priority distributions under Section 3.9(b), to the Class B Limited Partner or the Class C Limited Partner until such time as a replacement trust administrator, manager and general partner,

as applicable, acceptable to the Partnership in its sole discretion, as indicated by an affirmative vote of consent by a Majority Interest, shall be appointed to the Class B Limited Partner/Class C Limited Partner and any of its direct or indirect owners that have governing documents directly affected by a Honis Trigger Event.

3.10. Compensation and Reimbursement of General Partner.

(a) Compensation. The General Partner and any Affiliate of the General Partner shall receive no compensation from the Partnership for services rendered pursuant to this Agreement or any other agreements unless approved by a Majority Interest; provided, however, that no compensation above five million dollars per year may be approved, even by a Majority Interest, during a NAV Ratio Trigger Period.

(b) Reimbursement for Expenses. In addition to amounts paid under other Sections of this Agreement, the General Partner and its Affiliates shall be reimbursed for all expenses, disbursements, and advances incurred or made, and all fees, deposits, and other sums paid in connection with the organization and operation of the Partnership, the qualification of the Partnership to do business, and all related matters.

3.11. Books, Records, Accounting, and Reports.

(a) Records and Accounting. The General Partner shall keep or cause to be kept appropriate books and records with respect to the Partnership's business, which shall at all times be kept at the principal office of the Partnership or such other office as the General Partner may designate for such purpose. The books of the Partnership shall be maintained for financial reporting purposes on the accrual basis or on a cash basis, as the General Partner shall determine in its sole and unfettered discretion, in accordance with generally accepted accounting principles and applicable law. Upon reasonable request, the Class B Limited Partner or the Class C Limited Partner may inspect the books and records of the Partnership.

(b) Fiscal Year. The fiscal year of the Partnership shall be the calendar year unless otherwise determined by the General Partner in its sole and unfettered discretion.

(c) Other Information. The General Partner may release information concerning the operations of the Partnership to any financial institution or other Person that has loaned or may loan funds to the Partnership or the General Partner or any of its Affiliates, and may release such information to any other Person for reasons reasonably related to the business and operations of the Partnership or as required by law or regulation of any regulatory body.

(d) Distribution Reporting to Class B Limited Partner and Class C Limited Partner. Upon request, the Partnership shall provide the Class B Limited Partner and/or the Class C Limited Partner information on any non-pro rata distributions made under Section 3.9 to Partners other than the Partner requesting the information.

3.12. Tax Matters.

(a) Tax Returns. The General Partner shall arrange for the preparation and timely filing of all returns of Partnership income, gain, loss, deduction, credit and other items necessary for federal, state and local income tax purposes. The General Partner shall deliver to each Partner as copy of his/her/its IRS Form K-1 as soon as practicable after the end of the Fiscal Year, but in no event later than October 1. The classification, realization, and recognition of income, gain, loss, deduction, credit and

other items shall be on the cash or accrual method of accounting for federal income tax purposes, as the General Partner shall determine in its sole and unfettered discretion. The General Partner in its sole and unfettered discretion may pay state and local income taxes attributable to operations of the Partnership and treat such taxes as an expense of the Partnership.

(b) Tax Elections. Except as otherwise provided herein, the General Partner shall, in its sole and unfettered discretion, determine whether to make any available tax election.

(c) Tax Controversies. Subject to the provisions hereof, the General Partner is designated the Tax Matters Partner (as defined in Code Section 6231), and is authorized and required to represent the Partnership, at the Partnership's expense, in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Each Partner agrees to cooperate with the General Partner in connection with such proceedings.

(d) Taxation as a Partnership. No election shall be made by the Partnership or any Partner for the Partnership to be excluded from the application of any of the provisions of Subchapter K, Chapter 1 of Subtitle A of the Code or from any similar provisions of any state tax laws.

ARTICLE 4

RIGHTS AND OBLIGATIONS OF PARTNERS

4.1. Rights and Obligations of the General Partner. In addition to the rights and obligations set forth elsewhere in this Agreement, the General Partner shall have the following rights and obligations:

(a) Management. The General Partner shall conduct, direct, and exercise full control of over all activities of the Partnership. Except as otherwise expressly provided in this Agreement, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner, and Limited Partners shall have no right of control over the business and affairs of the Partnership. In addition to the powers now or hereafter granted to a general partner of a limited partnership under applicable law or that are granted to the General Partner under any provision of this Agreement, the General Partner shall have full power and authority to do all things deemed necessary or desirable by it to conduct the business of the Partnership, including, without limitation: (i) the determination of the activities in which the Partnership will participate; (ii) the performance of any and all acts necessary or appropriate to the operation of any business of the Partnership (including, without limitation, purchasing and selling any asset, any debt instruments, any equity interests, any commercial paper, any note receivables and any other obligations); (iii) the procuring and maintaining of such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the General Partner; (iv) the acquisition, disposition, sale, mortgage, pledge, encumbrance, hyphothecation, of exchange of any or all of the assets of the Partnership; (v) the execution and delivery on behalf of, and in the name of the Partnership, deeds, deeds of trust, notes, leases, subleases, mortgages, bills of sale and any and all other contracts or instruments necessary or incidental to the conduct of the Partnership's business; (vi) the making of any expenditures, the borrowing of money, the guaranteeing of indebtedness and other liabilities, the issuance of evidences of indebtedness, and the incurrence of any obligations it deems necessary or advisable for the conduct of the activities of the Partnership, including, without limitation, the payment of compensation and reimbursement to the General Partner and its Affiliates pursuant to Section 3.10; (vii) the use of the assets of the Partnership (including, without limitation, cash on hand) for any Partnership purpose on any terms it sees fit, including, without limitation, the financing of operations of the Partnership, the lending of funds to other Persons, and the repayment of obligations

of the Partnership; (viii) the negotiation, execution, and performance of any contracts that it considers desirable, useful, or necessary to the conduct of the business or operations of the Partnership or the implementation of the General Partner's powers under this Agreement; (ix) the distribution of Partnership cash or other assets; (x) the selection, hiring and dismissal of employees, attorneys, accountants, consultants, contractors, agents and representatives and the determination of their compensation and other teens of employment or hiring; (xi) the formation of any further limited or general partnerships, joint ventures, or other relationships that it deems desirable and the contribution to such partnerships, ventures, or relationships of assets and properties of the Partnership; and (xii) the control of any matters affecting the rights and obligations of the Partnership, including, without limitation, the conduct of any litigation, the incurring of legal expenses, and the settlement of claims and suits.

(b) Certificate of Limited Partnership. The General Partner caused the Certificate of Limited Partnership of the Partnership to be filed with the Secretary of State of Delaware as required by the Delaware Act and shall cause to be filed such other certificates or documents (including, without limitation, copies, amendments, or restatements of this Agreement) as may be determined by the General Partner to be reasonable and necessary or appropriate for the formation, qualification, or registration and operation of a limited partnership (or a partnership in which Limited Partners have limited liability) in the State of Delaware and in any other state where the Partnership may elect to do business.

(c) Reliance by Third Parties. Notwithstanding any other provision of this Agreement to the contrary, no lender or purchaser or other Person, including any purchaser of property from the Partnership or any other Person dealing with the Partnership, shall be required to verify any representation by the General Partner as to its authority to encumber, sell, or otherwise use any assess or properties of the Partnership, and any such lender, purchaser, or other Person shall be entitled to rely exclusively on such representations and shall be entitled to deal with the General Partner as if it were the sole party in interest therein, both legally and beneficially. Each Limited Partner hereby waives any and all defenses or other remedies that may be available against any such lender, purchaser, or other Person to contest, negate, or disaffirm any action of the General Partner in connection with any such sale or financing. In no event shall any Person dealing with the General Partner or the General Partner's representative with respect to any business or property of the Partnership be obligated to ascertain that the terms of this Agreement have been complied with, and each such Person shall be entitled to rely on the assumptions that the Partnership has been duly formed and is validly in existence. In no event shall any such Person be obligated to inquire into the necessity or expedience of any act or action of the General Partner or the General Partner's representative, and every contract, agreement, deed, mortgage, security agreement, promissory note, or other instrument or document executed by the General Partner or the General Partner's representative with respect to any business or property of the Partnership shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (i), at the time of the execution and delivery thereof, this Agreement was in full force and effect; (ii) such instrument or document was duly executed in accordance with the terms and provisions of this Agreement and is binding upon the Partnership; and (iii) the General Partner or the General Partner's representative was duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the Partnership.

(d) Partnership Funds. The funds of the Partnership shall be deposited in such account or accounts as are designated by the General Partner. The General Partner may, in its sole and unfettered discretion, deposit funds of the Partnership in a central disbursing account maintained by or in the name of the General Partner, the Partnership, or any other Person into which funds of the General Partner, the Partnership, on other Persons are also deposited; *provided, however,* at all times books of account are maintained that show the amount of funds of the Partnership on deposit in such account and interest accrued with respect to such funds as credited to the Partnership. The General Partner may use the funds of the Partnership as compensating balances for its benefit; *provided, however,* such funds do

not directly or indirectly secure, and are not otherwise at risk on account of, any indebtedness or other obligation of the General Partner or any director, officer, employee, agent, representative, or Affiliate thereof. Nothing in this Section 4.1(d) shall be deemed to prohibit or limit in any manner the right of the Partnership to lend funds to the General Partner or any Affiliate thereof pursuant to Section 4.1(e)(i). All withdrawals from or charges against such accounts shall be made by the General Partner or by its representatives. Funds of the Partnership may be invested as determined by the General Partner in accordance with the terms and provisions of this Agreement.

(e) Loans to or from General Partner; Contracts with Affiliates; Joint Ventures.

(i) The General Partner or any Affiliate of the General Partner may lend to the Partnership funds needed by the Partnership for such periods of time as the General Partner may determine; *provided, however,* the General Partner or its Affiliate may not charge the Partnership interest at a rate greater than the rate (including points or other financing charges or fees) that would be charged the Partnership (without reference to the General Partner's financial abilities or guaranties) by unrelated lenders on comparable loans. The Partnership shall reimburse the General Partner or its Affiliate, as the case may be, for any costs incurred by the General Partner or that Affiliate in connection with the borrowing of funds obtained by the General Partner or that Affiliate and loaned to the Partnership. The Partnership may loan funds to the General Partner and any member of the Founding Partner Group at the General Partner's sole and exclusive discretion.

(ii) The General Partner or any of its Affiliates may enter into an agreement with the Partnership to render services, including management services, for the Partnership. Any service rendered for the Partnership by the General Partner or any Affiliate thereof shall be on terms that are fair and reasonable to the Partnership.

(iii) The Partnership may Transfer any assets to joint ventures or other partnerships in which it is or thereby becomes a participant upon terms and subject to such conditions consistent with applicable law as the General Partner deems appropriate; provided, however, that the Partnership may not transfer any asset to the General Partner or one of its Affiliates during any NAV Ratio Trigger Period for consideration less than such asset's fair market value.

(f) Outside Activities' Conflicts of Interest. The General Partner or any Affiliate thereof and any director, officer, employee, agent, or representative of the General Partner or any Affiliate thereof shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including, without limitation, business interests and activities in direct competition with the Partnership. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement or the partnership relationship created hereby in any business ventures of the General Partner, any Affiliate thereof, or any director, officer, employee, agent, or representative of either the General Partner or any Affiliate thereof.

(g) Resolution of Conflicts of Interest. Unless otherwise expressly provided in this Agreement or any other agreement contemplated herein, whenever a conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership or any Limited Partner, on the other hand, any action taken by the General Partner, in the absence of bad faith by the General Partner, shall not constitute a breach of this Agreement or any other agreement contemplated herein or a breach of any standard of care or duty imposed herein or therein or under the Delaware Act or any other applicable law, rule, or regulation.

(h) Indemnification. The Partnership shall indemnify and hold harmless the General Partner and any director, officer, employee, agent, or representative of the General Partner (collectively,

the "***GP Party***"), against all liabilities, losses, and damages incurred by any of them by reason of any act performed or omitted to be performed in the name of or on behalf of the Partnership, or in connection with the Partnership's business, including, without limitation, attorneys' fees and any amounts expended in the settlement of any claims or liabilities, losses, or damages, to the fullest extent permitted by the Delaware Act; *provided, however,* the Partnership shall have no obligation to indemnify and hold harmless a GP Party for any action or inaction that constitutes gross negligence or willful or wanton misconduct. The Partnership, in the sole and unfettered discretion of the General Partner, may indemnify and hold harmless any Limited Partner, employee, agent, or representative of the Partnership, any Person who is or was serving at the request of the Partnership acting through the General Partner as a director, officer, partner, trustee, employee, agent, or representative of another corporation, partnership, joint venture, trust, or other enterprise, and any other Person to the extent determined by the General Partner in its sole and unfettered discretion, but in no event shall such indemnification exceed the indemnification permitted by the Delaware Act. Notwithstanding anything to the contrary in this Section 4.1(h) or elsewhere in this Agreement, no amendment to the Delaware Act after the date of this Agreement shall reduce or limit in any manner the indemnification provided for or permitted by this Section 4.1(h) unless such reduction or limitation is mandated by such amendment for limited partnerships formed prior to the enactment of such amendment. In no event shall Limited Partners be subject to personal liability by reason of the indemnification provisions of this Agreement.

(i) Liability of General Partner.

(i) Neither the General Partner nor its directors, officers, employees, agents, or representatives shall be liable to the Partnership or any Limited Partner for errors in judgment or for any acts or omissions that do not constitute gross negligence or willful or wanton misconduct.

(ii) The General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its directors, officers, employees, agents, or representatives, and the General Partner shall not be responsible for any misconduct or negligence on the part of any agent or representative appointed by the General Partner.

(j) Reliance by General Partner.

(i) The General Partner may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(ii) The General Partner may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, and other consultants and advisers selected by it, and any opinion of any such Person as to matters which the General Partner believes to be within such Person's professional or expert competence shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by the General Partner hereunder in good faith and in accordance with such opinion.

(k) The General Partner may, from time to time, designate one or more Persons to be officers of the Partnership. No officer need be a Partner. Any officers so designated shall have such authority and perform such duties as the General Partner may, from time to time, delegate to them. The General Partner may assign titles to particular officers, including, without limitation, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer. Each officer shall hold office until such Person's successor shall be duly designated and shall qualify or until such Person's death or

until such Person shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same Person. The salaries or other compensation, if any, of the officers and agents of the Partnership shall be fixed from time to time by the General Partner. Any officer may be removed as such, either with or without cause, by the General Partner whenever in the General Partner's judgment the best interests of the Partnership will be served thereby. Any vacancy occurring in any office of the Partnership may be filled by the General Partner.

4.2. Rights and Obligations of Limited Partners. In addition to the rights and obligations of Limited Partners set forth elsewhere in this Agreement, Limited Partners shall have the following rights and obligations:

(a) Limitation of Liability. Limited Partners shall have no liability under this Agreement except as provided herein or under the Delaware Act.

(b) Management of Business. No Limited Partner shall take part in the control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name, or have the power to sign documents for or otherwise bind the Partnership other than as specifically set forth in this Agreement.

(c) Return of Capital. No Limited Partner shall be entitled to the withdrawal or return of its Capital Contribution except to the extent, if any, that distributions made pursuant to this Agreement or upon termination of the Partnership may be considered as such by law and then only to the extent provided for in this Agreement.

(d) Second Amended Buy-Sell and Redemption Agreement. Each Limited Partner shall comply with the terms and conditions of the Second Amended Buy-Sell and Redemption Agreement.

(e) Default on Priority Distributions. If the Partnership fails to timely pay Priority Distributions pursuant to Section 3.9(b), and the Partnership does not subsequently make such Priority Distribution within ninety days of its due date, the Class B Limited Partner or the Class C Limited Partner may require the Partnership to liquidate publicly traded securities held by the Partnership or Highland Select Equity Master Fund, L.P., a Delaware limited partnership controlled by the Partnership; provided, however, that the General Partner may in its sole discretion elect instead to liquidate other non-publicly traded securities owned by the Partnership in order to satisfy the Partnership's obligations under Section 3.9(b) and this Section 4.2(e). In either case, Affiliates of the General Partner shall have the right of first offer to purchase any securities liquidated under this Section 4.2(e).

4.3. Transfer of Partnership Interests.

(a) Transfer. No Partnership Interest shall be Transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Section 4.3 and the Second Amended Buy-Sell and Redemption Agreement. Any Transfer or purported Transfer of any Partnership Interest not made in accordance with this Section 4.3 and the Second Amended Buy-Sell and Redemption Agreement shall be null and void. An alleged transferee shall have no right to require any information or account of the Partnership's transactions or to inspect the Partnership's books. The Partnership shall be entitled to treat the alleged transferor of a Partnership Interest as the absolute owner thereof in all respects, and shall incur no liability to any alleged transferee for distributions to the Partner owning that Partnership Interest of record or for allocations of Profits, Losses, deductions or credits or for transmittal of reports and notices required to be given to holders of Partnership Interests.

(b) Transfers by General Partner. The General Partner may Transfer all, but not less than all, of its Partnership Interest to any Person only with the approval of a Majority Interest; provided, however, that the General Partner may not Transfer its Partnership Interest during any NAV Ratio Trigger Period except to the extent such Transfers are for estate planning purposes or resulting from the death of the individual owner of the General Partner. Any Transfer by the General Partner of its Partnership Interest under this Section 4.3(b) to an Affiliate of the General Partner or any other Person shall not constitute a withdrawal of the General Partner under Section 4.5(a), Section 5.1(b), or any other provision of this Agreement. If any such Transfer is deemed to constitute a withdrawal under such provisions or otherwise and results in the dissolution of the Partnership under this Agreement or the laws of any jurisdiction to which the Partnership of this Agreement is subject, the Partners hereby unanimously consent to the reconstitution and continuation of the Partnership immediately following such dissolution, pursuant to Section 5.2.

(c) Transfers by Limited Partners. The Partnership Interest of a Limited Partner may not be Transferred without the consent of the General Partner (which consent may be withheld in the sole and unfettered discretion of the General Partner), and in accordance with the Second Amended Buy-Sell and Redemption Agreement.

(d) Distributions and Allocations in Respect of Transferred Partnership Interests. If any Partnership Interest is Transferred during any Fiscal Year in compliance with the provisions of Article 4 and the Second Amended Buy-Sell and Redemption Agreement, Profits, Losses, and all other items attributable to the transferred interest for that period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the General Partner; provided that no allocations shall be made under this Section 4.3(d) that would affect any special allocations made under Section 3.4. All distributions declared on or before the date of that Transfer shall be made to the transferor. Solely for purposes of making such allocations and distributions, the Partnership shall recognize that Transfer not later than the end of the calendar month during which it is given notice of that Transfer; ***provided, however,*** if the Partnership does not receive a notice stating the date that Partnership Interest was Transferred and such other information as the General Partner may reasonably require within thirty (30) days after the end of the Fiscal Year during which the Transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the person who, according to the books and records of the Partnership, on the last day of the Fiscal Year during which the Transfer occurs, was the owner of the Partnership Interest. Neither the Partnership nor any Partner shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 4.3(d), whether or not any Partner or the Partnership has knowledge of any Transfer of ownership of any Partnership Interest.

(e) Forfeiture of Partnership Interests Pursuant to the Contribution Note. In the event any Class B Limited Partnership Interests are forfeited in favor of the Partnership as a result of any default on the Contribution Note, the Capital Accounts and Percentage Interests associated with such Class B Limited Partnership Interests shall be allocated pro rata among the Class A Partners. The Priority Distributions in Section 3.9(b) made after the date of such forfeiture shall each be reduced by an amount equal to the ratio of the Percentage Interest associated with the Class B Limited Partnership Interest transferred pursuant to this Section 4.3(e) over the aggregate Percentage Interests of all Class B Limited Partnership Interests and Class C Limited Partnership Interests, calculated immediately prior to any forfeiture of such Class B Limited Partnership Interest.

(f) Transfers of Partnership Interests Pursuant to the Purchase Notes. Notwithstanding any other provision in this Agreement, the Partnership shall respect, and the General Partner hereby provides automatic consent for, any transfers (in whole or transfers of partial interests) of

the Class C Limited Partnership Interests, or a portion thereof, if such transfer occurs as a result of a default on the Purchase Notes. Upon the transfer of any Class C Limited Partnership Interest to any member of the Founding Partner Group (or their assigns), such Class C Limited Partnership Interest shall automatically convert to a Class A Partnership Interest. The Priority Distributions in Section 3.9(b) shall each be reduced by an amount equal to the ratio of the Percentage Interest associated with the transferred Class C Limited Partnership Interest over the aggregate Percentage Interests of all Class B Limited Partnership Interests and Class C Limited Partnership Interests, calculated immediately prior to any transfer of such Class C Limited Partnership Interest.

4.4. Issuances of Partnership Interests to New and Existing Partners.

(a) Issuance of Partnership Interests to New Limited Partners. The General Partner may admit one or more additional Persons as Limited Partners ("Additional Limited Partners") to the Partnership at such times and upon such terms as it deems appropriate in its sole and unfettered discretion; provided, however, that the General Partner may only admit additional Persons as Limited Partners in relation to the issuance of equity incentives to key employees of the Partnership; provided, further that the General Partner may not issue such equity incentives to the extent they entitle the holders, in the aggregate, to a Percentage Interest in excess of twenty percent without the consent of the Class B Limited Partner and the Class C Limited Partner. All Class A Limited Partners, the Class B Limited Partner and the Class C Limited Partner shall be diluted proportionately by the issuance of such limited partnership interests. No Person may be admitted to the Partnership as a Limited Partner until he/she/it executes an Addendum to this Agreement in the form attached as Exhibit B (which may be modified by the General Partner in its sole and unfettered discretion) and an addendum to the Second Amended Buy-Sell and Redemption Agreement.

(b) Issuance of an Additional Partnership Interest to an Existing Partner. The General Partner may issue an additional Partnership Interest to any existing Partner at such times and upon such terms as it deems appropriate in its sole and unfettered discretion. Upon the issuance of an additional Partnership Interest to an existing Partner, the Percentage Interests of the members of the Founding Partner Group shall be diluted proportionately. Any additional Partnership Interest shall be subject to all the terms and conditions of this Agreement and the Second Amended Buy-Sell and Redemption Agreement.

4.5. Withdrawal of General Partner

(a) Option. In the event of the withdrawal of the General Partner from the Partnership, the departing General Partner (the "***Departing Partner***") shall, at the option of its successor (if any) exercisable prior to the effective date of the departure of that Departing Partner, promptly receive from its successor in exchange for its Partnership Interest as the General Partner, an amount in cash equal to its Capital Account balance, determined as of the effective date of its departure.

(b) Conversion. If the successor to a Departing Partner does not exercise the option described in Section 4.5(a), the Partnership Interest of the Departing Partner as the General Partner of the Partnership shall be converted into a Partnership Interest as a Limited Partner.

4.6. Admission of Substitute Limited Partners and Successor General Partner.

(a) Admission of Substitute Limited Partners. A transferee (which may be the heir or legatee of a Limited Partner) or assignee of a Limited Partner's Partnership Interest shall be entitled to receive only the distributive share of the Partnership's Profits, Losses, deductions, and credits attributable to that Partnership Interest. To become a substitute Limited Partner (a "***Substitute Limited Partner***"),

that transferee or assignee shall (1) obtain the consent of the General Partner (which consent may be withheld in the sole and unfettered discretion of the General Partner), (ii) comply with all the requirements of this Agreement and the Second Amended Buy-Sell and Redemption Agreement with respect to the Transfer of the Partnership Interest at issue, and (iii) execute an Addendum to this Agreement in the form attached as Exhibit B (which may be modified by the General Partner in its sole and unfettered discretion) and an addendum to the Second Amended Buy-Sell and Redemption Agreement. Upon admission of a Substitute Limited Partner, that Limited Partner shall be subject to all of the restrictions applicable to, shall assume all of the obligations of, and shall attain the status of a Limited Partner under and pursuant to this Agreement with respect to the Partnership Interest held by that Limited Partner.

(b) Admission of Successor General Partner. A successor General Partner selected pursuant to Section 5.2 or the transferee of or successor to all of the Partnership Interest of the General Partner pursuant to Section 4.3(b) shall be admitted to the Partnership as the General Partner, effective as of the date of the withdrawal or removal of the predecessor General Partner or the date of Transfer of that predecessor's Partnership Interest.

(c) Action by General Partner. In connection with the admission of any substitute Limited Partner or successor General Partner or any additional Limited Partner, the General Partner shall have the authority to take all such actions as it deems necessary or advisable in connection therewith, including the amendment of Exhibit A and the execution and filing with appropriate authorities of any necessary documentation.

ARTICLE 5

DISSOLUTION AND WINDING UP

5.1. Dissolution. The Partnership shall be dissolved upon:

(a) The withdrawal, bankruptcy, or dissolution of the General Partner, or any other event that results in its ceasing to be the General Partner (other than by reason of a Transfer pursuant to Section 4.3(b));

(b) An election to dissolve the Partnership by the General Partner that is approved by the affirmative vote of a Majority Interest; *provided, however,* the General Partner may dissolve the Partnership without the approval of the Limited Partners in order to comply with Section 14 of the Second Amended Buy-Sell and Redemption Agreement; or

(c) Any other event that, under the Delaware Act, would cause its dissolution.

For purposes of this Section 5.1, the bankruptcy of the General Partner shall be deemed to have occurred when the General Partner: (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceeding: (iv) files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the General Partner in a proceeding of the type described in clauses (i) through (iv) of this paragraph; (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the General Partner or of all or any substantial part of the General Partner's properties; or (vii) one hundred twenty (120) days expire after the date of the commencement of a proceeding against the General Partner seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or

similar relief under any law if the proceeding has not been previously dismissed, or ninety (90) days expire after the date of the appointment, without the General Partner's consent or acquiescence, of a trustee, receiver, or liquidator of the General Partner or of all or any substantial part of the General Partner's properties if the appointment has not previously been vacated or stayed, or ninety (90) days expire after the date of expiration of a stay, if the appointment has not previously been vacated.

5.2. Continuation of the Partnership. Upon the occurrence of an event described in Section 5.1(a), the Partnership shall be deemed to be dissolved and reconstituted if a Majority Interest elect to continue the Partnership within ninety (90) days of that event. If no election to continue the Partnership is made within ninety (90) days of that event, the Partnership shall conduct only activities necessary to wind up its affairs. If an election to continue the Partnership is made upon the occurrence of an event described in Section 5.1(a), then:

(a) Within that ninety (90)-day period a successor General Partner shall be selected by a Majority Interest;

(b) The Partnership shall be deemed to be reconstituted and shall continue until the end of the term for which it is formed unless earlier dissolved in accordance with this Article 5;

(c) The interest of the former General Partner shall be converted to an interest as a Limited Partner; and

(d) All necessary steps shall be taken to amend or restate this Agreement and the Certificate of Limited Partnership, and the successor General Partner may for this purpose amend this Agreement and the Certificate of Limited Partnership, as appropriate, without the consent of any Partner.

5.3. Liquidation. Upon dissolution of the Partnership, unless the Partnership is continued under Section 5.2, the General Partner or, in the event the General Partner has been dissolved, becomes bankrupt (as defined in Section 5.1), or withdraws from the Partnership, a liquidator or liquidating committee selected by a Majority Interest, shall be the Liquidator. The Liquidator (if other than the General Partner) shall be entitled to receive such compensation for its services as may be approved by a Majority Interest. The Liquidator shall agree not to resign at any time without fifteen (15) days' prior written notice and (if other than the General Partner) may be removed at any time, with or without cause, by notice of removal approved by a Majority Interest. Upon dissolution, removal, or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers, and duties of the original Liquidator) shall within thirty (30) days thereafter be selected by a Majority Interest. The right to appoint a successor or substitute Liquidator in the manner provided herein shall be recurring and continuing for so long as the functions and services of the Liquidator are authorized to continue under the provisions hereof, and every reference herein to the Liquidator shall be deemed to refer also to any such successor or substitute Liquidator appointed in the manner provided herein. Except as expressly provided in this Article 5, the Liquidator appointed in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers) to the extent necessary or desirable in the good faith judgment of the Liquidator to carry out the duties and functions of the Liquidator hereunder for and during such period of time as shall be reasonably required in the good faith judgment of the Liquidator to complete the winding up and liquidation of the Partnership as provided herein. The Liquidator shall liquidate the assets of the Partnership and apply and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of applicable law:

(a) To the payment of the expenses of the terminating transactions including, without limitation, brokerage commission, legal fees, accounting fees and closing costs;

(b) To the payment of creditors of the Partnership, including Partners, in order of priority provided by law;

(c) To the Partners and assignees to the extent of, and in proportion to, the positive balances in their respective Capital Accounts as provided in Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2); *provided, however,* the Liquidator may place in escrow a reserve of cash or other assets of the Partnership for contingent liabilities in an amount determined by the Liquidator to be appropriate for such purposes; and

(d) To the Partners in proportion to their respective Percentage Interests.

5.4. Distribution in Kind. Notwithstanding the provisions of Section 5.3 that require the liquidation of the assets of the Partnership, but subject to the order of priorities set forth therein, if on dissolution of the Partnership the Liquidator determines that an immediate sale of part or all of the Partnership's assets would be impractical or would cause undue loss to the Partners and assignees, the Liquidator may defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Partnership (other than those to Partners) and/or may distribute to the Partners and assignees, in lieu of cash, as tenants in common and in accordance with the provisions of Section 5.3, undivided interests in such Partnership assets as the Liquidator deems not suitable for liquidation. Any such distributions in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any joint operating agreements or other agreements governing the operation of such properties at such time. The Liquidator shall determine the fair market value of any property distributed in kind using such reasonable method of valuation as it may adopt.

5.5. Cancellation of Certificate of Limited Partnership. Upon the completion of the distribution of Partnership property as provided in Sections 5.3 and 5.4, the Partnership shall be terminated, and the Liquidator (or the General Partner and Limited Partners if necessary) shall cause the cancellation of the Certificate of Limited Partnership in the State of Delaware and of all qualifications and registrations of the Partnership as a foreign limited partnership in jurisdictions other **than** the State of Delaware and shall take such other actions as may be necessary to terminate the Partnership.

5.6. Return of Capital. The General Partner shall not be personally liable for the return of the Capital Contributions of Limited Partners, or any portion thereof, it being expressly understood that any such return shall be **made** solely from Partnership assets.

5.7. Waiver of Partition. Each Partner hereby waives any rights to partition of the Partnership property.

ARTICLE 6

GENERAL PROVISIONS

6.1. Amendments to Agreement. The General Partner may amend this Agreement without the consent of any Partner if the General Partner reasonably determines that such amendment is necessary and appropriate; *provided, however, any* action taken by the General Partner shall be subject to its fiduciary duties to the Limited Partners under the Delaware Act; provided further that any amendments

that adversely affect the Class B Limited Partner or the Class C Limited Partner may only be made with the consent of such Partner adversely affected.

6.2. Addresses and Notices. Any notice, demand, request, or report required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by United States registered or certified mail to the Partner at his/her/its address as shown on the records of the Partnership, regardless of any claim of any Person who may have an interest in any Partnership Interest by reason of an assignment or otherwise.

6.3. Titles and Captions. All article and section titles and captions in the Agreement are for convenience only, shall not be deemed part of this Agreement, and in no way shall define, limit, extend, or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise, references to "Articles," "Sections" and "Exhibits" are to "Articles," "Sections" and "Exhibits" of this Agreement. All Exhibits hereto are incorporated herein by reference.

6.4. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

6.5. Further Action. The parties shall execute all documents, provide all information, and take or refrain from taking all actions as may be necessary or appropriate to achieve the purposes of this Agreement.

6.6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns.

6.7. Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

6.8. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Partnership.

6.9. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement, or condition.

6.10. Counterparts. This agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

6.11. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

6.12. Invalidity of Provisions. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then the parties shall be relieved of all obligations arising under that provision, but only to the extent that it is illegal, unenforceable, or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying that provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is

not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

6.13. General Partner Discretion. Whenever the General Partner may use its sole discretion, the General Partner may consider any items it deems relevant, including its own interest and that of its affiliates.

6.14. Mandatory Arbitration. In the event there is an unresolved legal dispute between the parties and/or any of their respective officers, directors, partners, employees, agents, affiliates or other representatives that involves legal rights or remedies arising from this Agreement, the parties agree to submit their dispute to binding arbitration under the authority of the Federal Arbitration Act; provided, however, that the Partnership or such applicable affiliate thereof may pursue a temporary restraining order and /or preliminary injunctive relief in connection with any confidentiality covenants or agreements binding on the other party, with related expedited discovery for the parties, in a court of law, and thereafter, require arbitration of all issues of final relief. The arbitration will be conducted by the American Arbitration Association, or another mutually agreeable arbitration service. A panel of three arbitrators will preside over the arbitration and will together deliberate, decide and issue the final award. The arbitrators shall be duly licensed to practice law in the state of Texas. The discovery process shall be limited to the following: Each side shall be permitted no more than (i) two party depositions of six hours each, each deposition to be taken pursuant to the Texas Rules of Civil Procedure; (ii) one non-party deposition of six hours; (iii) twenty-five interrogatories; (iv) twenty-five requests for admissions; (v) ten request for production (in response, the producing party shall not be obligated to produce in excess of 5,000 total pages of documents, including electronic documents); and (vi) one request for disclosure pursuant to the Texas Rules of Civil Procedure. Any discovery not specifically provided for in this paragraph, whether to parties or non-parties, shall not be permitted. The arbitrators shall be required to state in a written opinion all facts and conclusions of law relied upon to support any decision rendered. The arbitrators will not have the authority to render a decision that contains an outcome based on error of state or federal law or to fashion a cause of action or remedy not otherwise provided for under applicable state or federal law. Any dispute over whether the arbitrators have failed to comply with the foregoing will be resolved by summary judgment in a court of law. In all other respects, the arbitration process will be conducted in accordance with the American Arbitration Association's dispute resolution rules or other mutually agreeable arbitration services rules. All proceedings shall be conducted in Dallas, Texas or another mutually agreeable site. Each party shall bear its own attorneys fees, costs and expenses, including any costs of experts, witnesses and /or travel, subject to a final arbitration award on who should bear costs and fees. The duty to arbitrate described above shall survive the termination of this Agreement. Except as otherwise provided above, the parties hereby waive trial in a court of law or by jury. All other rights, remedies, statutes of limitation and defenses applicable to claims asserted in a court of law will apply in the arbitration.

Remainder of Page intentionally Left Blank.
Signature Page Follows.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date and year first written above.

GENERAL PARTNER:

STRAND ADVISORS, INC.,
a Delaware corporation

By: _____
James D. Dondero,
President

LIMITED PARTNERS:

THE DUGABOY INVESTMENT TRUST

By: _____
Name: Nancy M. Dondero
Its: Trustee

THE MARK AND PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #1

By: _____
Name: Lawrence Tonomura
Its: Trustee

THE MARK AND PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #2

By: _____
Name: Lawrence Tonomura
Its: Trustee

MARK K. OKADA

_____
Mark K. Okada

Signature Page to Fourth Amended and Restated Agreement of Limited Partnership

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date and year first written above.

GENERAL PARTNER:

STRAND ADVISORS, INC.,
a Delaware corporation

By: _____
James D. Dondero,
President

LIMITED PARTNERS:

THE DUGABOY INVESTMENT TRUST

By: _____
Name: Nancy M. Dondero
Its: Trustee

THE MARK AND PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #1

By: _____
Name: Lawrence Tonomura
Its: Trustee

THE MARK AND PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #2

By: _____
Name: Lawrence Tonomura
Its: Trustee

MARK K. OKADA

_____
Mark K. Okada

Signature Page to Fourth Amended and Restated Agreement of Limited Partnership

HUNTER MOUNTAIN INVESTMENT TRUST
By: Beacon Mountain LLC, Administrator

By: _____
Name: John Honis
Its: President

Signature Page to Fourth Amended and Restated Agreement of Limited Partnership

EXHIBIT A

	Percentage Interest	
CLASS A PARTNERS	**By Class**	**Effective %**
GENERAL PARTNER:		
Strand Advisors	0.5573%	0.2508%
LIMITED PARTNERS:		
The Dugaboy Investment Trust	74.4426%	0.1866%
Mark K. Okada	19.4268%	0.0487%
The Mark and Pamela Okada Family Trust - Exempt Trust #1	3.9013%	0.0098%
The Mark and Pamela Okada Family Trust - Exempt Trust #2	1.6720%	0.0042%
Total Class A Percentage Interest	100.0000%	0.500%
CLASS B LIMITED PARTNERS		
Hunter Mountain Investment Trust	100.0000%	55.0000%
CLASS C LIMITED PARTNERS		
Hunter Mountain Investment Trust	100.0000%	44.500%
PROFIT AND LOSS AMONG CLASSES		
Class A Partners	0.5000%	
Class B Partners	55.0000%	
Class C Partners	44.5000%	

EXHIBIT B

ADDENDUM
TO THE
FOURTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF
HIGHLAND CAPITAL MANAGEMENT, L.P.

THIS ADDENDUM (this "**Addendum**") to that certain Fourth Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P., dated December 24, 2015, to be effective as of December 24, 2015, as amended from time to time (the "Agreement"), is made and entered into as of the ___ day of _____, 20_, by and between Strand Advisors, Inc., as the sole General Partner (the "**General Partner**") of Highland Capital Management, L.P. (the "**Partnership**") and _____ ("_____") (except as otherwise provided herein, all capitalized terms used herein shall have the meanings set forth in the Agreement).

RECITALS:

WHEREAS, the General Partner, in its sole and unfettered discretion, and without the consent of any Limited Partner, has the authority under (i) Section 4.4 of the Agreement to admit Additional Limited Partners, (ii) Section 4.6 of the Agreement to admit Substitute Limited Partners and (iii) Section 6.1 of the Agreement to amend the Agreement;

WHEREAS, the General Partner desires to admit _____ as a Class __ Limited Partner holding a __% Percentage Interest in the Partnership as of the date hereof;

WHEREAS, _____desires to become a Class __ Limited Partner and be bound by the terms and conditions of the Agreement; and

WHEREAS, the General Partner desires to amend the Agreement to add _____ as a party thereto.

AGREEMENT:

RESOLVED, as a condition to receiving a Partnership Interest in the Partnership, _____ acknowledges and agrees that he/she/it (i) has received and read a copy of the Agreement, (ii) shall be bound by the terms and conditions of the Agreement; and (iii) shall promptly execute an addendum to the Second Amended Buy-Sell and Redemption Agreement; and be it

FURTHER RESOLVED, the General Partner hereby amends the Agreement to add _____ as a Limited Partner, and the General Partner shall attach this Addendum to the Agreement and make it a part thereof; and be it

FURTHER RESOLVED, this Addendum may be executed in any number of counterparts, all of which together shall constitute one Addendum binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the day and year above written.

GENERAL PARTNER:

STRAND ADVISORS, INC.

By: _____
Name: _____
Title: _____

NEW LIMITED PARTNER:

[_____]

AGREED AND ACCEPTED:

In consideration of the terms of this Addendum and the Agreement, in consideration of the Partnership's allowing the above signed Person to become a Limited Partner of the Partnership, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned shall be bound by the terms and conditions of the Agreement as though a party thereto.

SPOUSE OF NEW LIMITED PARTNER:

[_____]

EXHIBIT K

Case History Search

Search Created:
9/24/2026 08:58:57 GMT-0500 (Central Daylight Time)

Court:	DE Court of Chancery Civil Action	**Judge:**	Zurn, Morgan	**File & ServeXpress Live Date:**	7/6/2017
Division:	N/A	**Case Number:**	2017-0488-MTZ	**Document(s) Filed:**	642
Case Type:	Breach of Contract	**Case Name:**	STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	**Date Range:**	All
Linked Case(s):	292,2019 [View Case History]				

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Transaction	Date/Time	Option	Case Number Case Name	Authorizer Organization	#	Document Type	Document Title	Review Status	Size
80071237	7/20/2026 8:32 AM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	385	Minute Order	Pursuant to Mr. Uebler's July 14, 2026 status letter, this action will remain stayed, and an update is requested in six months, on or before Wednesday, January 20, 2027. IT IS SO ORDERED.	Accepted	0MB
80021360	7/14/2026 11:07 AM EDT	File Only	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Thomas Uebler, McCollom D'Emilio Smith Uebler LLC	384	Status Report	Letter from Thomas Uebler to Vice Chancellor Zurn regarding status update • Linked to (3)	Accepted	0.2MB
						Exhibits	Exhibit 1 to Letter from Thomas Uebler to Vice Chancellor Zurn regarding status update	Accepted	1.6MB
79940982	7/2/2026 4:26 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	383	Minute Order	As it has been almost 18 months since the last update in this matter, the court requests a joint report regarding the current status be submitted on or before Tuesday, July 14, 2026. IT IS SO ORDERED. • Linked from (1)	Accepted	0MB
75648544	2/14/2025 12:56 PM EST	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee	Thomas Uebler, McCollom D'Emilio Smith Uebler LLC	382	Status Report	Letter from Thomas Uebler to Vice Chancellor Zurn regarding status update • Linked to	Accepted	0.2MB

			Retention Assets, LLC, et al.				(1) • Linked from (1)		
						Exhibits	Exhibit 1 to Letter from Thomas Uebler to Vice Chancellor Zurn regarding status update	Accepted	1.7MB
75553015	1/31/2025 11:51 AM EST	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	381	Letter	Letter to Counsel from Vice Chancellor Zurn, dated January 31, 2025, requesting joint status report in this matter on or before Friday, February 14 • Linked from (2)	Accepted	0.2MB
68351900	11/4/2022 2:42 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	380	Order	Granted ([Proposed] Order Granting Motion to Withdraw the Appearance of Joseph L. Christensen, Esquire) • Linked to (1)	Accepted	0.2MB
68350477	11/4/2022 11:58 AM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Thomas Uebler, McCollom D'Emilio Smith Uebler LLC	379	Motion	Motion to Withdraw the Appearance of Joseph L. Christensen, Esquire (with Certificate of Service) • Linked to (2)	Accepted	0.1MB
						Proposed Order	[Proposed] Order Granting Motion to Withdraw the Appearance of Joseph L. Christensen, Esquire • Linked from (1)	Accepted	0.1MB
67813294	7/12/2022 2:06 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	378	Order	Granted ([Proposed] Order Granting Plaintiff's Motion to Withdraw the Appearance of Kerry M. Porter) • Linked to (1)	Accepted	0.2MB
67811844	7/12/2022 10:36 AM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Thomas Uebler, McCollom D'Emilio Smith Uebler LLC	377	Motion	Plaintiff's Motion to Withdraw the Appearance of Kerry M. Porter (with Certificate of Service) • Linked to (1)	Accepted	0.1MB
						Proposed Order	[Proposed] Order Granting Plaintiff's Motion to Withdra	Accepted	0.1MB

							the Appearance of Kerry M. Porter • Linked from (1)		
67595256	5/6/2022 1:22 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	376	Judicial Action Form	5-5-2022 Telephonic Scheduling Conference: Counsel to submit a briefing schedule and supplemental briefing re: Texas immunity doctrine. See transcript.	Accepted	0.1MB
67580046	5/3/2022 12:52 PM EDT	File And Serve	Multi-Case	Thomas Uebler, McCollom D'Emilio Smith Uebler LLC	375	Letter	Letter from Thomas Uebler to Vice Chancellor Zurn providing status update in advance of May 5 conference • Linked to (2) ◦ Linked from (1)	Accepted	0.3MB
						Exhibits	Exhibits 1-4 to Letter from Thomas Uebler to Vice Chancellor Zurn providing status update in advance of May 5 conference	Accepted	4.3MB
67579565	5/3/2022 11:48 AM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	374	Order	Granted (Stipulation & [Proposed] Order Withdrawing the appearances James E. O'Neill, Esquire and Pachulski Stang Ziehl & Jones LLP and substituting Thomas A. Uebler, Joseph L. Christensen, & Adam J. Waskie of McCollom D'Emilio Smith Uebler LLC as counsel for Defendants Highland ERA Management LLC and Highland Employee Retention Assets LLC (with Certificate of Service)) • Linked to (1)	Accepted	0.2MB
67579343	5/3/2022 11:46 AM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	373	Stip. & (Proposed) Order - Substitution of Counsel	Stipulation & [Proposed] Order Withdrawing the appearances James E. O'Neill, Esquire and Pachulski Stang Ziehl & Jones LLP and substituting Thomas A. Uebler, Joseph L. Christensen, & Adam J. Waskie of McCollom D'Emilio Smith Uebler	Accepted	0.1MB

							LLC as counsel for Defendants Highland ERA Management LLC and Highland Employee Retention Assets LLC (with Certificate of Service) • Linked from (1)		
67447502	4/1/2022 4:22 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Thomas Uebler, McCollom D'Emilio Smith Uebler LLC	372	Stipulation	Stipulation of Dismissal with Prejudice of Defendant Highland Capital Management, L.P. (with Certificate of Service) • Linked to (1)	Accepted	0.2MB
67352945	2/28/2022 4:10 PM EST	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	371	Order	Granted (Stipulation And [Proposed] Order for Substitution of Counsel, Withdrawing the appearances of John L. Reed, Matthew Denn, Peter H. Kyle, Kelly L. Freund and DLA Piper LLP (US) and substituting James E. O'Neill of Pachulski Stang Ziehl & Jones LLP as counsel for defendants, Highland Capital Management, L.P., Highland Employee Retention Assets LLC and Highland Era Management LLC) • Linked to (1)	Accepted	0.2MB
67351759	2/28/2022 2:14 PM EST	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Kelly L Freund, DLA Piper US LLP-Wilmington	370	Stipulation & (Proposed) Order	Stipulation And [Proposed] Order Withdrawing the appearances of John L. Reed, Matthew Denn, Peter H. Kyle, Kelly L. Freund and DLA Piper LLP (US) and substituting James E. O'Neill of Pachulski Stang Ziehl & Jones LLP as counsel for defendants, Highland Capital Management, L.P., Highland Employee Retention Assets LLC and Highland Era Management LLC • Linked to (3) ◦ Linked from	Accepted	0.1MB

						Certificate of Service	Certificate of Service of Stipulation And [Proposed] Order Withdrawing And Substituting Counsel For Defendants, Highland Capital Management, L.P., Highland Employee Retention Assets LLC and Highland Era Management LLC	Accepted	0.1MB
66878173	8/25/2021 10:07 AM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	369	Order	Granted ([Proposed] Order Granting Motion to Withdraw the Appearance of Hayley M. Lenahan as counsel for Plaintiff Patrick Daugherty) • Linked to (1)	Accepted	0.2MB
66877225	8/24/2021 5:41 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Thomas Uebler, McCollom D'Emilio Smith Uebler LLC	368	Motion	Motion to Withdraw the Appearance of Hayley M. Lenahan as counsel for Plaintiff Patrick Daugherty • Linked to (2)	Accepted	0.1MB
						Proposed Order	[Proposed] Order Granting Motion to Withdraw the Appearance of Hayley M. Lenahan as counsel for Plaintiff Patrick Daugherty • Linked from (1)	Accepted	0.1MB
						Certificate of Service	Certificate of Service to Motion to Withdraw the Appearance of Hayley M. Lenahan as counsel for Plaintiff Patrick Daugherty	Accepted	0.1MB
66295856	1/29/2021 2:17 PM EST	File Only	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Juli LaBadia, DE Court of Chancery Civil Action	367	Official Transcript (Addl Fees Apply)	Transcript of 10.8.19 Telephonic Follow-Up Pretrial Conference	Accepted	0.5MB
65807713	7/31/2020 4:40 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Ryan P Newell, Connolly Gallagher	366	Notice	Notice of Change of Law Firm Affiliation of Special Discovery Neutral Ryan P. Newell with Certificate of Service • Linked to (1)	Accepted	0.1MB
64508629	12/10/2019	File Only	2017-0488-MTZ	Juli LaBadia	365	Official Transcript	Transcript of 11.1	Accepted	0MB

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	10:13 AM EST		STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	DE Court of Chancery Civil Action		(Addl Fees Apply)	Teleconference Disclosing Improper Witness Communication		
64435189	11/15/2019 3:10 PM EST	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Register in Chancery, DE Court of Chancery Civil Action	364	Judicial Action Form	Telephonic hearing regarding Disclosing Improper Witness Communication held with VC Zurn 11.15.2019 See Transcript.	Accepted	0MB
64433780	11/15/2019 12:15 PM EST	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	363	Official Transcript (Addl Fees Apply)	FILED UNDER SEAL 10.15.19 Trial Transcript - Volume II (281 pages)	Accepted	0MB
64432494	11/15/2019 9:38 AM EST	File Only	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Juli LaBadia, DE Court of Chancery Civil Action	360	Official Transcript (Addl Fees Apply)	10.14.19 Trial Transcript - Volume I	Accepted	0MB
					361	Official Transcript (Addl Fees Apply)	10.15.19 Redacted Trial Transcript - Volume II	Accepted	0MB
					362	Official Transcript (Addl Fees Apply)	10.16.19 Trial Transcript - Volume III	Accepted	0.2MB
64377664	11/1/2019 12:10 PM EDT	File Only	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Dennel Niezgoda, DE Court of Chancery Civil Action	359	Official Transcript (Addl Fees Apply)	8-16-19 Transcript of the Telephonic Status Conference	Accepted	0.2MB
64323086	10/16/2019 3:26 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	358	Judicial Action Form	Judicial Action Form: Defendant Highland Capital Management filed Ch. 11 Bankruptcy 10.16.20`19. Matter stayed vs. them and stayed as against all Defendants by stipulation. Trial in recess pending further action. See transcript and CA 12533-VCZ.	Accepted	0MB
64311063	10/11/2019 6:14 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Ryan P Newell, Connolly Gallagher	357	Masters Report	Special Discovery Neutral's Report with Certificate of Service • Linked to (1)	Accepted	0MB
64311090	10/11/2019 6:12 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v.	Peter H Kyle, DLA Piper US LLP-Wilmington	356	Letter	Letter to The Honorable Morgan T. Zurn dated October 11, 2019 from Pet	Accepted	0.1MB

			Highland Employee Retention Assets, LLC, et al.				from Peter H. Kyle regarding Plaintiff Patrick Daugherty's recently stated position with respect to the order of witnesses at trial • Linked to (1)		
						Exhibits	Exhibit A to letter to The Honorable Morgan T. Zurn dated October 11, 2019 from Peter H. Kyle regarding Plaintiff Patrick Daugherty's recently stated position with respect to the order of witnesses at trial	Accepted	0MB
64310815	10/11/2019 5:14 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Kelly L Freund, DLA Piper US LLP-Wilmington	355	Motion	Defendants' Motion To Continue The Confidential Treatment Of Certain Joint Trial Exhibits with Certificate of Service • Linked to (5)	Accepted	0MB
						Exhibits	Exhibits A through D to Defendants' Motion To Continue The Confidential Treatment Of Certain Joint Trial Exhibits	Accepted	0MB
						Exhibits	Exhibits E through G to Defendants' Motion To Continue The Confidential Treatment Of Certain Joint Trial Exhibits	Accepted	0MB
						Proposed Order	[Proposed] Order Granting Defendants' Motion To Continue The Confidential Treatment Of Certain Joint Trial Exhibits	Accepted	0MB
						Letter	Letter to The Honorable Morgan T. Zurn dated October 11, 2019 from Kelly L. Freund enclosing copies of Defendants' Motion To Continue The Confidential Treatment Of Certain Joint Trial Exhibits	Accepted	0MB
64307079	10/11/2019 11:03 AM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention	Matthew Denn, DLA Piper US LLP-Wilmington	354	Entry of Appearance	Entry of Appearance of Matthew Denn of DLA Piper LLP (US), as attorney for defendants, Highland Capital Management, L.P., Highland	Accepted	0MB

			Assets, LLC, et al.				Employee Retention Assets LLC, Highland ERA Management LLC and James Dondero, with Certificate of Service • Linked to (2) ◦ Linked from (1)		
64306482	10/11/2019 9:57 AM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	353	Order	Denied ([Proposed] Order Granting Non-Party Abrams & Bayliss LLP's Motion for Leave to Examine Its Witness at Trial) • Linked to (1)	Accepted	0MB
64306320	10/11/2019 9:43 AM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	352	Order	Granted with Modifications ([CONFIDENTIAL] Stipulated [PROPOSED] Joint Pre-Trial Order) • Linked to (1) ◦ Linked from (2)	Accepted	0MB
64300812	10/10/2019 10:05 AM EDT	File Only	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Karen Ct Reporter Siedlecki, DE Court of Chancery Civil Action	351	Official Transcript (Addl Fees Apply)	9-24-19 ORAL ARGUMENT ON CROSS-MOTIONS FOR SUMMARY JUDGMENT	Accepted	0MB
64292307	10/8/2019 2:30 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	350	Minute Order	This confirms that trial in this matter, scheduled for October 14-16, 2019, will begin at 11:00 a.m. on Wednesday, October 16 to accommodate another hearing. Trial will begin at 9:15 a.m. on Monday, October 14 & Tuesday, October 15. Should the hearing on October 16 be cancelled, trial will then begin at 9:15 a.m. • Linked from (1)	Accepted	0MB
64287676	10/7/2019 6:18 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland	Thomas Uebler, McCollom D'Emilio Smith Uebler LLC	349	Notice of Lodging	Notice of Lodging • Linked to (1)	Accepted	0MB

			Employee Retention Assets, LLC, et al.			Exhibits	SEALED - Exhibits A-J to Notice of Lodging	Accepted	0MB
64276861	10/4/2019 3:19 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Peter H Kyle, DLA Piper US LLP-Wilmington	348	Letter	Letter to The Honorable Morgan T. Zurn regarding the resolution of the claims, counterclaims, and third-party claims asserted in the Texas Action • Linked to (3)	Accepted	0MB
						Exhibits	Exhibit A to Letter to The Honorable Morgan T. Zurn regarding the resolution of the claims, counterclaims, and third-party claims asserted in the Texas Action	Accepted	0MB
						Exhibits	Exhibit B to Letter to The Honorable Morgan T. Zurn regarding the resolution of the claims, counterclaims, and third-party claims asserted in the Texas Action	Accepted	0MB
						Exhibits	Exhibit C to Letter to The Honorable Morgan T. Zurn regarding the resolution of the claims, counterclaims, and third-party claims asserted in the Texas Action	Accepted	0MB
						Exhibits	Exhibit D to Letter to The Honorable Morgan T. Zurn regarding the resolution of the claims, counterclaims, and third-party claims asserted in the Texas Action	Accepted	0MB
						Exhibits	Exhibit E to Letter to The Honorable Morgan T. Zurn regarding the resolution of the claims, counterclaims, and third-party claims asserted in the Texas Action	Accepted	0MB
						Exhibits	Exhibit F to Letter to The Honorable Morgan T. Zurn regarding the resolution of the claims, counterclaims	Accepted	0MB

							and third-party claims asserted in the Texas Action		
						Exhibits	Exhibit G to Letter to The Honorable Morgan T. Zurn regarding the resolution of the claims, counterclaims, and third-party claims asserted in the Texas Action	Accepted	0MB
						Exhibits	Exhibit H to Letter to The Honorable Morgan T. Zurn regarding the resolution of the claims, counterclaims, and third-party claims asserted in the Texas Action	Accepted	0MB
64243632	9/26/2019 9:51 AM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	347	Order	Granted with Modifications ([PROPOSED] Order Approving Special Discovery Neutral's Fees and Expenses) • Linked to (1)	Accepted	0MB
64243094	9/25/2019 8:31 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Ryan P Newell, Connolly Gallagher	346	Letter	Letter to The Honorable Morgan T. Zurn from Ryan P. Newell regarding Petition for Approval of Special Discovery Neutral's Fees and Expenses • Linked to (1)	Accepted	0MB
64236648	9/24/2019 1:20 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Register in Chancery, DE Court of Chancery Civil Action	345	Judicial Action Form	Cross-Motions for Partial Summary Judgment on Counts VI and VII of the Plaintiff's Second Amended Complaint. Decision taken under advisement. • Linked from (1)	Accepted	0MB
64229352	9/20/2019 5:46 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Joseph A Sparco, Abrams & Bayliss LLP	344	Letter	Letter to The Honorable Morgan T. Zurn from Joseph A. Sparco, Esq. enclosing courtesy copies of Non-Party Abrams & Bayliss LLP's Motion for Leave to Examine Its Witness at Trial and Exhibit A to Non-Party Abrams & Bayliss LLP's Motion for Leave to Examine Its Witness at Trial, filed with the Court	Accepted	0MB

							on Friday, September 20, 2019. • Linked to (2)		
						Exhibits	[CONFIDENTIAL FILING] Exhibit A to Non-Party Abrams & Bayliss LLP's Motion for Leave to Examine Its Witness at Trial • Linked to (2)	Accepted	0MB
64228324	9/20/2019 3:25 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Joseph A Sparco, Abrams & Bayliss LLP	342	Entry of Appearance	Entry of Appearance of Joseph A. Sparco, Esq. of Abrams & Bayliss LLP on behalf of non-party Abrams & Bayliss LLP, with Certificate of Service • Linked to (2)	Accepted	0MB
					343	Motion	Non-Party Abrams & Bayliss LLP's Motion for Leave to Examine Its Witness at Trial, with Certificate of Service • Linked to (2) ◦ Linked from (2)	Accepted	0MB
						Proposed Order	[Proposed] Order Granting Non-Party Abrams & Bayliss LLP's Motion for Leave to Examine Its Witness at Trial • Linked from (3)	Accepted	0MB
64214308	9/17/2019 3:26 PM EDT	File Only	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Ryan P Newell, Connolly Gallagher	341	Petition - Other Than a New Case	Petition for Approval of Special Discovery Neutral's Fees and Expenses • Linked to (2) ◦ Linked from (1)	Accepted	0MB
						Exhibits	[CONFIDENTIAL] Exhibit 1 to Petition for Approval of Special Discovery Neutral's Fees and Expenses	Accepted	0MB
						Proposed Order	[PROPOSED] Order Approving Special Discovery Neutral's Fees and Expenses • Linked	Accepted	0MB

							from (1)		
64209218	9/16/2019 3:31 PM EDT	File Only	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Juli LaBadia, DE Court of Chancery Civil Action	340	Official Transcript (Addl Fees Apply)	Transcript of 9.3.19 Telephonic Pretrial Conference, Oral Argument on Motions in Limine, and Rulings of the Court	Accepted	0MB
64179996	9/9/2019 3:31 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Kelly L Freund, DLA Piper US LLP-Wilmington	339	Public Version	Redacted Public Version of Defendants' Motion for Continuance with Certificate of Service • Linked to (1)	Accepted	0MB
64179450	9/9/2019 2:47 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Thomas Uebler, McCollom D'Emilio Smith Uebler LLC	338	Public Version	Public Version of Patrick Daugherty's Reply in Support of Motion in Limine with certificate of service • Linked to (1)	Accepted	0MB
64175701	9/8/2019 5:57 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Kelly L Freund, DLA Piper US LLP-Wilmington	337	Public Version	[PUBLIC VERSION] Stipulated [PROPOSED] Joint Pre-Trial Order • Linked to (1)	Accepted	0MB
64175695	9/8/2019 5:55 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Kelly L Freund, DLA Piper US LLP-Wilmington	336	Public Version	[PUBLIC VERSION] Patrick Daugherty's Pre-Trial Brief • Linked to (1)	Accepted	0MB
						Certificate of Service	Certificate of Service of [PUBLIC VERSION] Patrick Daugherty's Pre-Trial Brief	Accepted	0MB
64174491	9/6/2019 5:40 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Kelly L Freund, DLA Piper US LLP-Wilmington	335	Public Version	Redacted Public Version of Defendants' Pre-Trial Brief with Certificate of Service • Linked to (1)	Accepted	0MB
64163181	9/5/2019 12:56 PM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland Employee Retention Assets, LLC, et al.	Morgan Zurn, DE Court of Chancery Civil Action	334	Letter	Letter to Counsel from Vice Chancellor Zurn regarding Mr. Seaman's request at the September 3, 2019 pre-trial conference	Accepted	0MB
64162009	9/5/2019 10:49 AM EDT	File And Serve	2017-0488-MTZ STAYED / CONF ORDER Patrick Daugherty v. Highland	Morgan Zurn, DE Court of Chancery Civil Action	333	Order	Granted with Modifications (Stipulation and [Proposed] Order Regarding Trial	Accepted	0MB

			Employee Retention Assets, LLC, et al.				Schedule and Discovery Neutral) • Linked to (1) ◦ Linked from (1)		

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EXHIBIT
SE13

Isaac Leventon
Compensation and Benefit Statement

Job Title: Assistant General Counsel
Department: Legal

EARNINGS AND AWARDS	
2018 Base Salary (as of 12/31/18)	$235,000
2018 Combined Performance and Retention Bonus (breakdown below):	$400,000
2018 Performance Cash Bonus Award $100,000 • The Performance Bonus will be paid on February 28, 2019 as an award for your 2018 performance 2018 Retention Bonus Award • A Retention Bonus of $100,000 will be paid on each of the following date(s) as an employee retention incentive: August 30, 2019, February 28, 2020, August 31, 2020	
2018 Other Awards	
401(k) Match	$ 4,800
Estimated 2018 Profit Sharing (will be contributed in 2019)	$ 20,625
*Final profit sharing award subject to passing IRS mandated testing	
2018 Deferred Compensation Award • Award composition and details to be finalized by April 30, 2019 • Award vests May 31, 2022 • Employee must be employed on vesting date to receive and vest in award	$ 75,000
2018 Total Earnings and Awards	**$735,425**

HIGHLAND PAID BENEFITS	
Medical & Dental Insurance	$ 26,355
Life, AD&D and Disability Insurance	$ 1,210
Executive Life Insurance	$ 585
Daily Catered Lunches	$ 3,000
Parking	$ 1,080
Gym Membership	$ 264
2018 Estimated Total Value of Highland Paid Benefits	**$ 32,493**

TOTAL COMPENSATION PACKAGE	$767,918

EXHIBIT
L

Isaac Leventon
Compensation and Benefit Statement

Job Title: Assistant General Counsel
Department: Legal

EARNINGS AND AWARDS	
2017 Base Salary (as of 12/31/17)	$220,000
Effective March 1, 2018, your new base salary will be: $235,000	
2017 Combined Performance and Retention Bonus (breakdown below):	$400,000
2017 Performance Cash Bonus Award $ 100,000 • The Performance Bonus will be paid on February 28, 2018 as an award for your 2017 performance 2017 Retention Bonus Award • A Retention Bonus of $ 100,000 will be paid on each of the following date(s) as an employee retention incentive: August 31, 2018, February 28, 2019, August 30, 2019	
2017 Other Awards	
401(k) Match	$ 4,800
Estimated 2017 Profit Sharing (will be contributed in 2018)	$ 20,250
*Final profit sharing award subject to passing IRS mandated testing	
2017 Deferred Compensation Award • Award composition and details to be finalized by March 31, 2018 • Award vests May 31, 2021 • Employee must be employed on vesting date to receive and vest in award	$ 68,000
2017 Total Earnings and Awards	**$713,050**

HIGHLAND PAID BENEFITS	
Medical & Dental Insurance	$ 26,246
Life, AD&D and Disability Insurance	$ 1,153
Executive Life Insurance	$ 585
Daily Catered Lunches	$ 3,000
Parking	$ 1,080
Gym Membership	$ 264
2017 Estimated Total Value of Highland Paid Benefits	**$ 32,328**

TOTAL COMPENSATION PACKAGE	$745,378
Waiver and Release Payment in 2017	$ 4,400

Isaac Leventon

Compensation and Benefit Statement

Job Title: Assistant General Counsel
Department: Legal

EARNINGS AND AWARDS	
2016 Base Salary (as of 12/31/16)	$220,000
2016 Combined Performance and Retention Bonus (breakdown below):	$350,000

2016 Performance Cash Bonus Award $ 87,500

- The Performance Bonus will be paid on February 28, 2017 as an award for your 2016 performance

2016 Retention Bonus Award

- A Retention Bonus of $ 87,500 will be paid on each of the following date(s) as an employee retention incentive: August 31, 2017, February 28, 2018, August 31, 2018

2016 Other Awards	
401(k) Match	$ 10,322
Estimated 2016 Profit Sharing (will be contributed in 2017)	$ 19,875
*Final profit sharing award subject to passing IRS mandated testing	
2016 Deferred Compensation Award	$350,000

- Award composition and details to be finalized by March 31, 2017
- Award vests May 31, 2020
- Employee must be employed on vesting date to receive and vest in award
- $300,000 of this award is due to your work on a special project

2016 Total Earnings and Awards	**$950,197**

HIGHLAND PAID BENEFITS	
Medical & Dental Insurance	$ 24,281
Life, AD&D and Disability Insurance	$ 1,153
Executive Life Insurance	$ 585
Daily Catered Lunches	$ 3,000
Parking	$ 1,080
Gym Membership	$ 264
2016 Estimated Total Value of Highland Paid Benefits	**$ 30,363**
TOTAL COMPENSATION PACKAGE	**$980,560**

EXHIBIT
SE14

Scott Ellington
Compensation and Benefit Statement

Job Title: Partner, Chief Legal Officer and General Counsel
Department: Legal

EARNINGS AND AWARDS

2018 Base Salary (as of 12/31/18)	$450,000
2018 Combined Performance and Retention Bonus (breakdown below):	$1,400,000

2018 Performance Cash Bonus Award $350,000
- The Performance Bonus will be paid on March 15, 2019 as an award for your 2018 performance

2018 Retention Bonus Award
- A Retention Bonus of $350,000 will be paid on each of the following date(s) as an employee retention incentive: August 30, 2019, February 28, 2020, August 31, 2020

2018 Other Awards

401(k) Match	$ 4,800
Estimated 2018 Profit Sharing (will be contributed in 2019)	$ 20,625
*Final profit sharing award subject to passing IRS mandated testing	
You received a payment on 3/31/2018 for personal expenses	$ 20,741
2018 Deferred Compensation Award	$1,000,000

- Award composition and details to be finalized by April 30, 2019
- Award vests May 31, 2022
- Employee must be employed on vesting date to receive and vest in award

2019 NXRT RSU Award	$714,000

- You have been granted 19,040 restricted stock units of NXRT for the 2018 performance year

2018 Total Earnings and Awards	**$3,610,166**

HIGHLAND PAID BENEFITS

Medical & Dental Insurance	$ 7,006
Life, AD&D and Disability Insurance	$ 1,210
Executive Long Term Disability	$ 933
Executive Life Insurance	$ 10,653
Daily Catered Lunches	$ 3,000
Parking	$ 2,160
Cell Phone	$ 1,680
2018 Estimated Total Value of Highland Paid Benefits	**$ 26,643**

TOTAL COMPENSATION PACKAGE	**$3,636,809**

EXHIBIT
M

Scott Ellington
Compensation and Benefit Statement

Job Title: Partner, Chief Legal Officer and General Counsel
Department: Legal

EARNINGS AND AWARDS	
2017 Base Salary (as of 12/31/17)	$400,000

Effective March 1, 2018, your new base salary will be: $450,000

2017 Combined Performance and Retention Bonus (breakdown below):	$1,200,000

2017 Performance Cash Bonus Award $ 300,000
- The Performance Bonus will be paid on February 28, 2018 as an award for your 2017 performance

2017 Retention Bonus Award
- A Retention Bonus of $ 300,000 will be paid on each of the following date(s) as an employee retention incentive: August 31, 2018, February 28, 2019, August 30, 2019

2017 Other Awards	
401(k) Match	$ 4,800
Estimated 2017 Profit Sharing (will be contributed in 2018)	$ 20,250
*Final profit sharing award subject to passing IRS mandated testing	
2017 Deferred Compensation Award	$900,000

- Award composition and details to be finalized by March 31, 2018
- Award vests May 31, 2021
- Employee must be employed on vesting date to receive and vest in award

2018 NXRT RSU Award	$708,500

- You have been granted 30,059 restricted stock units of NXRT for the 2017 performance year

2017 Total Earnings and Awards	**$3,233,550**

HIGHLAND PAID BENEFITS	
Medical & Dental Insurance	$ 6,978
Life, AD&D and Disability Insurance	$ 1,153
Executive Long Term Disability	$ 933
Executive Life Insurance	$ 10,653
Daily Catered Lunches	$ 3,000
Parking	$ 2,160
Cell Phone	$ 1,680
2017 Estimated Total Value of Highland Paid Benefits	**$ 26,557**

TOTAL COMPENSATION PACKAGE	$3,260,107
Waiver and Release Payment in 2017	$ 8,000

Scott Ellington
Compensation and Benefit Statement

Job Title: Partner, Chief Legal Officer and General Counsel
Department: Legal

EARNINGS AND AWARDS	
2016 Base Salary (as of 12/31/16)	$400,000
2016 Combined Performance and Retention Bonus (breakdown below):	$1,000,000
2016 Performance Cash Bonus Award $ 250,000 • The Performance Bonus will be paid on February 28, 2017 as an award for your 2016 performance 2016 Retention Bonus Award • A Retention Bonus of $ 250,000 will be paid on each of the following date(s) as an employee retention incentive: August 31, 2017, February 28, 2018, August 31, 2018	
2016 Other Awards	
401(k) Match	$ 4,800
Estimated 2016 Profit Sharing (will be contributed in 2017) *Final profit sharing award subject to passing IRS mandated testing	$ 19,875
2016 Deferred Compensation Award • Award composition and details to be finalized by March 31, 2017 • Award vests May 31, 2020 • Employee must be employed on vesting date to receive and vest in award	$600,000
2016 Deferred Compensation Award • It is expected that you will receive approximately 23,000 restricted stock units of NXRT relating to the 2016 performance year, which have a current market value of approximately $500,000	$500,000
2016 Total Earnings and Awards	**$2,524,675**

HIGHLAND PAID BENEFITS	
Medical & Dental Insurance	$ 6,451
Life, AD&D and Disability Insurance	$ 1,153
Executive Long Term Disability	$ 933
Executive Life Insurance	$ 10,653
Daily Catered Lunches	$ 3,000
Parking	$ 2,160
2016 Estimated Total Value of Highland Paid Benefits	**$ 24,350**

TOTAL COMPENSATION PACKAGE	$2,549,025

Fill in this information to identify your case:

United States Bankruptcy Court for the:

DISTRICT OF DELAWARE

Case number *(If known)* _____ Chapter 11

☐ Check if this an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 4/19

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1.	**Debtor's name**	**Highland Capital Management, L.P.**
2.	**All other names debtor used in the last 8 years** Include any assumed names, trade names and *doing business as* names	
3.	**Debtor's federal Employer Identification Number** (EIN)	**75-2716725**
4.	**Debtor's address**	**Principal place of business** **300 Crescent Court** **Suite 700** **Dallas, TX 75201** Number, Street, City, State & ZIP Code **Dallas** County **Mailing address, if different from principal place of business** P.O. Box, Number, Street, City, State & ZIP Code **Location of principal assets, if different from principal place of business** Number, Street, City, State & ZIP Code
5.	**Debtor's website** (URL)	**www.highlandcapital.com**
6.	**Type of debtor**	☐ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ■ Partnership (excluding LLP) ☐ Other. Specify: _____

EXHIBIT

N

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Debtor Highland Capital Management, L.P. Case number (*if known*) _____
Name

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply*

- ☐ Tax-exempt entity (as described in 26 U.S.C. §501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
- ■ Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes.

5259

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check all that apply:*
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,725,625 (amount subject to adjustment on 4/01/22 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No.
- ☐ Yes.

District _____ When _____ Case number _____

District _____ When _____ Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list

- ■ No
- ☐ Yes.

Debtor _____ Relationship _____

District _____ When _____ Case number, if known _____

Debtor Highland Capital Management, L.P. Case number (*If known*) _____
Name

11. Why is the case filed in *this district?*

Check all that apply:

- ■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- ■ No
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
  What is the hazard? _____
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____

Where is the property? _____
Number, Street, City, State & ZIP Code

Is the property insured?

- ☐ No
- ☐ Yes. Insurance agency _____
  Contact name _____
  Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- ■ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors

- ☐ 1-49
- ☐ 50-99
- ☐ 100-199
- ■ 200-999
- ☐ 1,000-5,000
- ☐ 5001-10,000
- ☐ 10,001-25,000
- ☐ 25,001-50,000
- ☐ 50,001-100,000
- ☐ More than100,000

15. Estimated Assets

- ☐ $0 - $50,000
- ☐ $50,001 - $100,000
- ☐ $100,001 - $500,000
- ☐ $500,001 - $1 million
- ☐ $1,000,001 - $10 million
- ☐ $10,000,001 - $50 million
- ☐ $50,000,001 - $100 million
- ■ $100,000,001 - $500 million
- ☐ $500,000,001 - $1 billion
- ☐ $1,000,000,001 - $10 billion
- ☐ $10,000,000,001 - $50 billion
- ☐ More than $50 billion

16. Estimated liabilities

- ☐ $0 - $50,000
- ☐ $50,001 - $100,000
- ☐ $100,001 - $500,000
- ☐ $500,001 - $1 million
- ☐ $1,000,001 - $10 million
- ☐ $10,000,001 - $50 million
- ☐ $50,000,001 - $100 million
- ■ $100,000,001 - $500 million
- ☐ $500,000,001 - $1 billion
- ☐ $1,000,000,001 - $10 billion
- ☐ $10,000,000,001 - $50 billion
- ☐ More than $50 billion

Debtor **Highland Capital Management, L.P.** Case number (*if known*) _____
Name

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is trued and correct.

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

Executed on 10/16/2019
MM / DD / YYYY

X _____
Signature of authorized representative of debtor

Strand Advisors, Inc., General Partner
by: James D. Dondero, President
Printed name

Title _____

18. Signature of attorney

X _____
Signature of attorney for debtor

Date 10/16/2019
MM / DD / YYYY

James E. O'Neill
Printed name

Pachulski Stang Ziehl & Jones LLP
Firm name

919 N. Market Street
17th Floor
Wilmington, DE 19899
Number, Street, City, State & ZIP Code

Contact phone **302-652-4100** Email address **joneill@pszjlaw.com**

4042 DE
Bar number and State

ACTION BY WRITTEN CONSENT OF
THE SOLE GENERAL PARTNER
OF
HIGHLAND CAPITAL MANAGEMENT, L.P.
(a Delaware limited partnership)

The undersigned, being the sole general partner (the "**General Partner**") of Highland Capital Management, L.P. (the "**Company**"), hereby takes the following actions and adopts the following resolutions:

WHEREAS, the General Partner, acting pursuant to the laws of the State of Delaware, has considered the financial and operational aspects of the Company's business;

WHEREAS, the General Partner has reviewed the historical performance of the Company, the outlook for the Company's assets and overall performance, and the current and long-term liabilities of the Company;

WHEREAS, the General Partner has carefully reviewed and considered the materials presented to it by the management of and the advisors to the Company regarding the possible need to undertake a financial and operational restructuring of the Company; and

WHEREAS, the General Partner has analyzed each of the financial and strategic alternatives available to the Company, including those available on a consensual basis with the principal stakeholders of the Company, and the impact of the foregoing on the Company's business and its stakeholders.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the General Partner, it is desirable and in the best interests of the Company, its creditors, partners, and other interested parties that a petition be filed by the Company seeking relief under the provisions of chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware;

RESOLVED, that the officers of the General Partner (each, an "**Authorized Officer**") be, and each of them hereby is, authorized, empowered and directed on behalf of the Company to execute, verify and file all petitions, schedules, lists, and other papers or documents, and to take and perform any and all further actions and steps that any such Authorized Officer deems necessary, desirable and proper in connection with the Company's chapter 11 case, with a view to the successful prosecution of such case, including all actions and steps deemed by any such Authorized Officer to be necessary or desirable to the develop, file and prosecute to confirmation a chapter 11 plan and related disclosure statement;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, on behalf of the Company, to retain the law firm of Pachulski Stang Ziehl & Jones LLP ("**PSZ&J**") as bankruptcy counsel to represent and assist the Company in carrying out its duties under chapter 11 of the Bankruptcy Code, and to take any and all actions to advance the Company's rights in connection therewith, and the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the bankruptcy, and to cause to be filed an appropriate application for authority to retain the services of PSZ&J;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, on behalf of the Company, to retain and employ Development Specialists, Inc. ("***DSI***") to provide the Company with Bradley D. Sharp as chief restructuring officer ("***CRO***") and additional personnel to assist in the execution of the day to day duties as CRO. The CRO, subject to oversight of the General Partner will lead the Company's restructuring efforts along with the Company's advisors, and to take any and all actions to advance the Company's rights in connection therewith, and the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the bankruptcy petition, and to cause to be filed an appropriate application for authority to hire the CRO and his affiliated firm, DSI;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, on behalf of the Company, to employ any other professionals necessary to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to or immediately upon the filing of the chapter 11 case and cause to be filed appropriate applications with the bankruptcy court for authority to retain the services of any other professionals, as necessary, and on such terms as are deemed necessary, desirable and proper;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, on behalf of the Company, to obtain post-petition financing and obtain permission to use existing cash collateral according to terms which may be negotiated by or on behalf of the Company, and to enter into any guaranties and to pledge and grant liens on its assets as may be contemplated by or required under the terms of such post-petition financing or cash collateral arrangement; and in connection therewith, the Authorized Officers shall be, and each of them hereby is, hereby authorized, empowered and directed, on behalf of the Company, to execute appropriate loan agreements, cash collateral agreements and related ancillary documents;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, on behalf of the Company, to take any and all actions, to execute, deliver, certify, file and/or record and perform any and all

documents, agreements, instruments, motions, affidavits, applications for approvals or rulings of governmental or regulatory authorities or certificates and to take any and all actions and steps deemed by any such Authorized Officer to be necessary or desirable to carry out the purpose and intent of each of the foregoing resolutions and to effectuate a successful chapter 11 case;

RESOLVED, that any and all actions heretofore taken by any Authorized Officer in the name and on behalf of the Company in furtherance of the purpose and intent of any or all of the foregoing resolutions be, and hereby are, ratified, confirmed, and approved in all respects.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Written Consent as of October 7, 2019.

STRAND ADVISORS, INC.
Sole General Partner of Highland Capital Management, L.P.

By: _____
James D. Dondero
President

SIGNATURE PAGE TO THE ACTION BY WRITTEN CONSENT OF THE SOLE GENERAL PARTNER OF HIGHLAND CAPITAL MANAGEMENT, L.P.

Fill in this information to identify the case:

Debtor name HIGHLAND CAPITAL MANAGEMENT, L.P.

United States Bankruptcy Court for the: District of Delaware (State)

Case number (If known): 19-

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1.	Redeemer Committee of the Highland Crusader Fund c/o Terri Mascherin, Esq. Jenner & Block 353 N. Clark Street Chicago, IL 60654-3456	Terri Mascherin Tel: 312.923.2799 Email: tmascherin@jenner.com	Litigation	Contingent Unliquidated Disputed			$189,314,946.00
2.	Patrick Daugherty c/o Thomas A. Uebler, Esq. McCollom D'Emilio Smith Uebler LLC 2751 Centerville Rd #401 Wilmington, DE 19808	Thomas A. Uebler Tel: 302.468.5963 Email: tuebler@mdsulaw.com	Litigation	Contingent Unliquidated Disputed			$11,700,000.00
3.	CLO Holdco, Ltd. Grant Scott, Esq. Myers Bigel Sibley & Sajovec, P.A. 4140 Park Lake Ave, Ste 600 Raleigh, NC 27612	Grant Scott Tel: 919.854.1407 Email: gscott@myersbigel.com	Contractual Obligation				$11,511,346.00

Debtor HIGHLAND CAPITAL MANAGEMENT, L.P. Case number (if known) 19-
Name

4.	McKool Smith, P.C. Gary Cruciani, Esq. McKool Smith 300 Crescent Court, Suite 1500 Dallas, TX 75201	Gary Cruciani Tel: 214.978.4009 Email: gcruciani@mckoolsmith.com	Professional Services	Contingent Unliquidated Disputed			$2,163,976.00
5.	Meta-e Discovery LLC Paul McVoy Six Landmark Square, 4th Floor Stamford, CT 6901	Paul McVoy Tel: 203.544.8323 Email: pmcvoy@metaediscovery.com	Professional Services				$1,852,348.54
6.	Foley Gardere Holly O'Neil, Esq. Foley & Lardner LLP 2021 McKinney Avenue Suite 1600 Dallas, TX 75201	Holly O'Neil Tel: 214.999.4961 Email: honeil@foley.com	Professional Services				$1,398,432.44
7.	DLA Piper LLP (US) Marc D. Katz, Esq. 1900 N Pearl St, Suite 2200 Dallas, TX 75201	Marc D. Katz Tel: 214.743.4534 Email: marc.katz@dlapiper.com	Professional Services				$994,239.53
8.	Reid Collins & Tsai LLP William T. Reid, Esq. 810 Seventh Avenue, Ste 410 New York, NY 10019	William T. Reid Tel: 512.647.6105 Email: wreid@rctlegal.com	Professional Services				$625,845.28
9.	Joshua & Jennifer Terry c/o Brian P. Shaw, Esq. Rogge Dunn Group, PC 500 N. Akard Street, Suite 1900 Dallas, TX 75201	Brian Shaw Tel: 214. 239.2707 email: shaw@roggedunngroup.com	Litigation	Contingent Unliquidated Disputed			$425,000.00
10.	NWCC, LLC c/o of Michael A. Battle, Esq. Barnes & Thornburg, LLP 1717 Pennsylvania Ave N.W. Ste 500 Washington, DC 20006-4623	Michael A. Battle Tel: 202.371.6350 Email: mbattle@btlaw.com	Litigation	Contingent Unliquidated Disputed			$375,000.00
11.	Duff & Phelps, LLC c/o David Landman Benesch, Friedlander, Coplan & Aronoff LLP 200 Public Square, Suite 2300 Cleveland, OH 44114-2378	David Landman Tel: 216.363.4593 Email: dlandman@beneschlaw.com	Professional Services				$350,000.00

Debtor HIGHLAND CAPITAL MANAGEMENT, L.P. Case number (if known) 19-
Name

12.	American Arbitration Association 120 Broadway, 21st Floor, New York, NY 10271	Elizabeth Robertson, Director Tel: 212.484.3299 Email: robertsone@adr.org	Professional Services				$292,125.00
13.	Lackey Hershman LLP Paul Lackey, Esq. Stinson LLP 3102 Oak Lawn Avenue, Ste 777 Dallas, TX 75219	Paul Lackey Tel: 214.560.2206 Email: paul.lackey@stinson.com	Professional Services				$246,802.54
14.	Bates White, LLC Karen Goldberg, Esq. 2001 K Street NW, North Bldg Suite 500 Washington, DC 20006	Karen Goldberg Tel: 202.747.2093 Email: karen.goldberg@bateswhite.com	Professional Services				$235,422.04
15.	Debevoise & Plimpton LLP c/o Accounting Dept 28th Floor 919 Third Avenue New York, NY 10022	Michael Harrell Tel: 212-909-6349 Email: mpharrell@debevoise.com	Professional Services				$179,966.98
16.	Andrews Kurth LLP Scott A. Brister, Esq. 111 Congress Avenue, Ste 1700 Austin, TX 78701	Scott A. Brister Tel: 512.320.9220 Email: ScottBrister@andrewskurth.com	Professional Services				$137,637.81
17.	Connolly Gallagher LLP 1201 N. Market Street 20th Floor Wilmington, DE 19801	Ryan P. Newell Tel: 302.888.6434 Email: rnewell@connollygallagher.com	Professional Services				$118,831.25
18.	Boies, Schiller & Flexner LLP 5301 Wisconsin Ave NW Washington, DC 20015-2015	Scott E. Gant Tel: 202.237.2727 Email: sgant@bsfllp.com	Professional Services				$115,714.80
19.	UBS AG, London Branch and UBS Securities LLC c/o Andrew Clubock, Esq. Latham & Watkins LLP 555 Eleventh Street NW Suite 1000 Washington, DC 20004-130	Andrew Clubock Tel: 202.637.3323 email: Andrew.Clubok@lw.com	Litigation	Contingent Unliquidated Disputed			Unliquidated

Debtor HIGHLAND CAPITAL MANAGEMENT, L.P. Case number (if known) 19-
Name

20.	Acis Capital Management, L.P. and Acis Capital Management GP, LLC c/o Brian P. Shaw, Esq. Rogge Dunn Group, PC 500 N. Akard Street, Suite 1900 Dallas, TX 75201	Brian Shaw Tel: 214. 239.2707 email: shaw@roggedunngroup.com	Litigation	Contingent Unliquidated Disputed			Unliquidated

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	)	Case No. 19-_____ (___)
Debtor.	)	

CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the Debtor, certifies that the following is a corporation other than the Debtor, or a governmental unit, that directly or indirectly owns 10% or more of any class of the corporation's equity interests, or states that there are no entities to report under FRBP 7007.1.

☑ None [*check if applicable*]

Name:
Address:

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	)	Case No. 19-_____ (___)
Debtor.	)	

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with rule 1007(a)(3) for filing in this Chapter 11 Case:

Name: Strand Advisors, Inc.
Address: 300 Crescent Court
Suite 700
Dallas, TX 75201

Name: The Dugaboy Investment Trust
Address: 300 Crescent Court
Suite 700
Dallas, TX 75201

Name: Mark K. Okada
Address: 300 Crescent Court
Suite 700
Dallas, TX 75201

Name: The Mark and Pamela Okada Family Trust – Exempt Trust #1
Address: 300 Crescent Court
Suite 700
Dallas, TX 75201

Name: The Mark and Pamela Okada Family Trust – Exempt Trust #2
Address: 300 Crescent Court
Suite 700
Dallas, TX 75201

Name: Hunter Mountain Investment Trust
Address: c/o Rand Advisors LLC
John Honis
87 Railroad Place Ste 403
Saratoga Springs, NY 12866

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	)	Case No. 19-_____ (___)
Debtor.	)	

CERTIFICATION OF CREDITOR MATRIX

Pursuant to Rule 1007-2 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware, the above captioned debtor (the "Debtor") hereby certifies that the *Creditor Matrix* submitted herewith contains the names and addresses of the Debtor's creditors. To the best of the Debtor's knowledge, the *Creditor Matrix* is complete, correct, and consistent with the Debtor's books and records.

The information contained herein is based upon a review of the Debtor's books and records as of the petition date. However, no comprehensive legal and/or factual investigations with regard to possible defenses to any claims set forth in the *Creditor Matrix* have been completed. Therefore, the listing does not, and should not, be deemed to constitute: (1) a waiver of any defense to any listed claims; (2) an acknowledgement of the allowability of any listed claims; and/or (3) a waiver of any other right or legal position of the Debtor.

Fill in this information to identify the case:

Debtor name Highland Capital Management, L.P.

United States Bankruptcy Court for the: DISTRICT OF DELAWARE

Case number (If known) _____

☐ Check if this is an amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* _____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration **Corporate Ownership Statement, List of Equity Holders, Creditor Matrix Certification**

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

Executed on 10/16/2019

x _____
Signature of individual signing on behalf of debtor

Frank Waterhouse
Printed name

Treasurer of Strand Advisors, Inc., General Partner
Position or relationship to debtor

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Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
13D RESEARCH, INC		6115 Estate Smith Bay	Box 2/Suite 333		St. Thomas	VI	00802-1304	
13D RESEARCH, INC		PO BOX 2087	109 BOULDER VIEW LANE		Ketchum	ID	83340	
1564 Entertainment, LLC		391 E. Las Colinas Blvd.	No 130-428		Irving	TX	75039	
1st AMERICAN FIRE PROTECTION, INC		PO BOX 2123			Mansfield	TX	76063-2123	
1st Partners & Co		12750 Merit Drive	Suite 1200		Dallas	TX	75251	
2011 PCDC Teachers Cup		25 Highland Park Village	No 100-188		Dallas	TX	75205	
2-10 HOME BUYERS		10375 E HARVARD AVE			Denver	CO	80231	
299 Credit Finance Holdings LLC		875 Third Avenue	10th Floor		New York	NY	10022	
300 Inc.		3805 Beltline Rd			Addison	TX	75001	
4CAST Inc.		420 Lexington Ave	Suite 2147		New York	NY	10170	
4th Bin, Inc.		703 3rd Avenue	6th Floor		New York	NY	10017	
A.S.A.P. Advisor Services		5000 Olde Towne Parkway	Suite 100		Marietta	GA	30068	
AA GMT		4700 AMERICAN BLVD MD1000			Ft. Worth	TX	76155	
Aaron, Philip B.		Address Redacted						
ABALON BUSINESS MACHINES & SERVICES		60 E 42ND ST			New York	NY	10167	
Abayarathna, Sahan		Address Redacted						
Abbit Stonecypher		6577 Festival Lane			Frisco	TX	75034	
Aberdeen Loan Funding, Ltd.	c/o Walkers SPV Limited	Walker House 87 Mary Street	George Town		Grand Cayman		KY1-9002	Cayman Islands
Ableco, LLC		299 Park Avenue	Floor 21-23		New York	NY	10171	
Ablon and Co., PLLC		10000 N. Central Expy #1400			Dallas	TX	75231	
ABM		PO Box 419860			Boston	MA	02241-9860	
ABM Janitorial Services		P.O. Box 951864			Dallas	TX	75395	
About Faces Entertainment, LLC		5092 Dorsey Hall Drive	Suite 202		Ellicott City	MD	21042	
AboveNet Communications Inc.		PO Box 79006			City of Industry	CA	91716-9006	
Abraham Rondina		88 Leonard Street	Apt 422		New York	NY	10013	
Abrams & Bayliss LLP		20 Montchanin Road, Suite 200			Wilmington	DE	19807	
ABRAMS & LASTER LLP		20 Montchanin Road	Suite 200		Wilmington	DE	19807	
Abrams Mediation		4901 LBJ Fwy	No 150		Dallas	TX	75244-6179	
Abrams Mediation		7616 Burns Run Suite 180			Dallas	TX	75248	
Absolute Entertainment		1517 Prudential Drive			Dallas	TX	75235	
ACA Compliance Group		8403 Colesville Road	Suite 870		Silver Spring	MD	20910	
Academy Engraving Inc		271 Madison Avenue	Suite 207		New York	NY	10016	
Accessibility Today		PO Box 1757			Roanoke	TX	76262	
Accountant General	Appleby Services (Bermuda) Ltd.	PO Box HM 1179			Hamilton		HM EX	BERMUDA
Accountant General	Attn Lorna Phillips	M Q Services Limited Victoria Place			Hamilton		HM 10	BERMUDA
ACCOUNTEMPS		FILE 73484	PO BOX 60000		San Francisco	CA	94160-3484	
ACCOUNTEMPS		PO Box 743295			Los Angeles	CA	90074-3295	
Accuity Inc. dba NRS		PO Box 7247-8077			Philadelphia	PA	19170-8077	
Acis Capital Management	Attn Rakhee V. Patel, Winstead PC	500 Winstead Building	2728 N. Harwood Street		Dallas	TX	75201	
Acis Capital Management, L.P. et al	c/o Brian P. Shaw, Esq.	Rogge Dunn Group, PC	500 N. Akard Street, Suite 1900		Dallas	TX	75201	
Ackerman McQueen Inc.		1601 Northwest Expressway	Suite 1100		Oklahoma City	OK	73118	
Action Fire Pros		3709 S IH 35			Waxahachie	TX	75165	
Action Shred of Texas		1420 S. Barry Ave			Dallas	TX	75223	
Action Shred of Texas		2835 Congressman Lane			Dallas	TX	75220	
Act-On Software, Inc.		121 SW Morrison STreet, Ste 1600			Portland	OR	97204	
Ada Hsieh		3444 Belladonna Dr			Plano	TX	75093	
ADAM DYBALA		4509 AVENUE B	UNIT B		Austin	TX	78751	
Adam Energy Forum		PO Box 802511			Dallas	TX	75380-2511	
ADAM FALCON		808 17th ST NW	11th FLR		Washington	DC	20006	
Adam Hanson		4917 Firmont Drive			South Jordan	UT	84095	
Adam Kneller		300 E. 75th Street	Apt 7D		New York	NY	10021	
Adam Ostermiller		2984 White Oak St.			Highlands Ranch	CO	80129	
ADAM PETERSON		210 South Helix, # C			Solana Beach	CA	92075	
Adam-Permian Energy Network		1439 Wakefield Dr.			Houston	TX	77018	
ADAM-Tulsa	Attn Melissa Turgeon	3500 One Williams Center, MD 2600			Tulsa	OK	74172-0135	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Addleshaw Goddard LLP		Sovereign House, PO Box 8	Sovereign Street Leeds		West Yorkshire		LS1 1HQ	UK
Adeo Internet Marketing Inc.		2501 East Charleston Rd			Island Pond	VT	05846	
Adeyemi Ogunkoya		55 River Drive South	Apt 1601		Jersey City	NJ	07310	
ADISA		10401 North Meridian Street	Suite 202		Indianapolis	IN	46290	
ADKINS, PAUL		Address Redacted						
AdMaster Compliance		1101 Arrow Point Drive	Suite 301		Cedar Park	TX	78613	
ADMIN .U.C.	State of Connecticut	Department of Labor	Employment Security Division		Hartford	CT	06104-2940	
Admiral Communications		4505 Excel Pkwy, Ste 300			Addison	TX	75001	
ADP		2735 Stemmons Fwy			Dallas	TX	75207	
ADP		PO Box 31001-1568			Pasadena	CA	91110-1568	
ADP		PO BOX 78415			Phoenix	AZ	85062-8415	
ADSUAR MUNIZ GOYCO SEDA & PEREZ-OCHOA		PO BOX 70294			San Juan	PR	00936-8294	
ADT SECURITY SERVICES, INC	Attn M MALDONADO	335 W 16th ST			New York	NY	10011	
ADT SECURITY SERVICES, INC		PO BOX 371956			Pittsburgh	PA	15250-7956	
Advanced Business Group, Inc.		520 Eighth Ave, 15th Flr			New York	NY	10018	
Advanced Discovery, Inc.		13915 N Mopac Expy	Suite 400		Austin	TX	78728	
Advanced Discovery, Inc.		PO Box 102242			Atlanta	GA	30368-2242	
Advanced Discovery, Inc.		PO Box 3173			Wichita	KS	67201-3173	
Advantage Data Inc.		PO Box 961210			Boston	MA	02196-1210	
Advent Software, Inc.		Dept 33096 PO Box 39000			San Francisco	CA	94139-3096	
Advent Software, Inc.		PO BOX 823374			Philadelphia	PA	19182-3374	
ADVENTURE PHOTO TOURS, INC.		3111 S VALLEY VIEW BLVD	X-106		Las Vegas	NV	89102	
ADVISOR CONSULTANT NETWORK INC		600 SUPERIOR AVE	SUITE 1300		Cleveland	OH	44114	
Advisor Group, Inc.		PO Box 978516			Dallas	TX	75397-8516	
Advisory Group Equity Services, Ltd.		444 Washington Street	Suite 407		Woburn	MA	01801	
Advocates Professional Services, Inc		119 North Park Ave, Suite 303			Rockville Centre	NY	11570	
AERIAL FOCUS		4885 ALPHA RD	STE 155		Dallas	TX	75244-4633	
AeroIndustry Jobs, Inc		PO Box 215			Oxford	ME	04270	
Aetna		10275 W. Higgins Rd	Suite 500		Rosemont	IL	60018	
Aetna	AETNA-MIDDLETOWN	PO BOX 88863			Chicago	IL	60695-1863	
Aetna	Attn Lockbox No 804735	350 East Devon Avenue			Itasca	IL	60143	
Aetna		PO Box 804735			Chicago	IL	60680-4108	
Aetna		PO Box 88860			Chicago	IL	60695-1860	
Aetna-COBRA		COBRA/Special Plans	PO Box 13050		Secaucus	NJ	07188-0050	
Aetna-FSA Payment Remittance	Aetna-Middletown	PO Box 13504			Newark	NJ	07188-0504	
Agio, LLC		201 David L Boren Blvd	Ste 250		Norman	OK	73072	
Agren Blando Court Reporting Video Inc.		216 16th Street	Suite 650		Denver	CO	80202	
Aguilar Movers, Inc.		1206 Edwards Circle			Dallas	TX	75224	
AHLUWALIA, SANJIV		Address Redacted						
AI Insight		P.O. Box 639250			Cincinnati	OH	45263-9250	
AICPA		Multiple Member Payment	PO Box 2219		Jersey City	NJ	07303-2219	
AICPA		PO BOX 10069			Newark	NJ	07101-3069	
AIG Advisor Group, Inc.		PO Box 978516			Dallas	TX	75397-8516	
AIMSE		12100 Sunset Hills Road	Suite 130		Reston	VA	20190	
Aimware, Inc	Attn Joyce Welsh	16 Olde Taverne Lane			Amesbury	MA	01913	
AIQ, Inc.		1500 Broadway	Suite 2900		New York	NY	10036	
AIQ, Inc.		270 Rutherford Blvd	2nd Floor		Clifton	NJ	07014	
Air Graffiti Dallas		4901 Harbor Ct			Flower Mound	TX	75022	
AIRBAND COMMUNICATIONS, INC		75 Remittance Drive	Suite 6566		Chicago	IL	60675-6566	
Aire Dynamics		2305 E BELTLINE RD	STE 190		Carrollton	TX	75006	
Aire Dynamics		305 E Beltline Rd Ste 190			Carrollton	TX	75006	
Aire Dynamics		3250 WEST STORY RD #102			Irving	TX	75038	
AirWatch, LLC		931 Monroe Drive NE	Ste 102-303		Atlanta	GA	30308	
AirWatch, LLC		PO Box 742332			Atlanta	GA	30374-2332	
Akerman Senterfitt & Edison, PA		P.O. Box 4906			Orlando	FL	32802	
AKF Reporters, Inc.		436 Blvd of the Allies			Pittsburgh	PA	15219-1314	
Akin, Gump, Strauss, Hauer & Feld LLP		1333 New Hampshire Ave, NW			Washington	DC	20036	
Akin, Gump, Strauss, Hauer & Feld LLP		1700 Pacific Avenue	Suite 4100		Dallas	TX	75201	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Akin, Gump, Strauss, Hauer & Feld LLP		Dept. 2909			Carol Stream	IL	60132-2909	
Akin, Gump, Strauss, Hauer & Feld LLP		DEPT. 7247-6827			Philadelphia	PA	19170-6827	
Akin, Gump, Strauss, Hauer & Feld LLP		Dept 7247-6838			Philadelphia	DE	19170-6838	
Alabama Department of Revenue	Individual and Corporate Tax Division	Corporate Income Tax Section	PO Box 327435		Montgomery	AL	36132-7435	
Alabama Power Service Organization	c/o Katrina Haynes	PO Box 1209			Eufaula	AL	36072	
Alabama Sheriffs Youth Ranches		200 Crescent Ct Ste 1900			Dallas	TX	75201	
Alan Adams		236 Arlington Dr			Aurora	OH	44202	
ALAN WELCH		120 MINOR RD			Charlottesville	VA	22903	
Albion Computer Services		49 Berkely Square			London		W1J 5AZ	UK
A-Legal		1201 Elm Street	Suite 2560		Dallas	TX	75270	
Alejandro Vargas		1200 Brickell Bay	Apt 3923		Miami	FL	33131	
Alex Kanji		1 Stuyvesant Oval Apt MG			New York	NY	10009	
ALEX SOMERS		2222 SMITH ST, #132			Houston	TX	77002	
Alexanders Mobility Services		2750 Miller Park N Ste 300			Garland	TX	75042-7751	
Alexis Sereni		2820 McKinnon St	Apt 2110		Dallas	TX	75201	
ALEXIS ZHOU		75 WEST ST, APT 11J			New York	NY	10006	
ALFERMANN, NICHOLAS		Address Redacted						
ALICE WANG		2500 N HOUSTON ST			Dallas	TX	75219	
All American Entertainment		5790 Fayetteville Rd.	Ste. 200		Durham	NC	27713	
All Star Group, Inc		3835 E. Thousand Oaks Blvd	Suite 282		Westlake Village	CA	91362	
ALL SYSTEMS SERVICES		7901 WHISPERING WOODS LN.			N. Richland Hills	TX	75240	
Allan Huffman		5165 CR 2013			Glen Rose	TX	76649	
ALLAN PAPWORTH		3570 COREY RD			Malabar	FL	32950	
ALLEN KIM		19769 SANTA ROSA DR			Porter Ranch	CA	91326	
ALLEN, MICAELA S.		Address Redacted						
ALLEN, TARA		Address Redacted						
Allens Arthur Robinson		GPO Box 50			Sydney	NSW	02001	AUSTRALIA
Alliance Legal Staffing		PO Box 670534			Dallas	TX	75367	
ALLIANCE REPORTING LLC		3500 OAK LAWN AVE	SUITE 400		Dallas	TX	75219	
Allied Capital Partners		PO BOX 676649			Dallas	TX	75267-6649	
Allied Electronics Inc.	Accts Receivable Dept.	PO Box 2325			Fort Worth	TX	76113-2325	
Allison Lam	c/o Frederik Michel	556 3rd Ave, Apt #1403			New York	NY	10016	
Allison Taylor		PO Box 187			Dingmans Ferry	PA	18328	
ALPHA ELECTRICAL SERVICES INC		3727 HWY 138			Stockbridge	GA	30281	
AlphaLit		8201 Greensboro Drive	Suite 717		McLean	VA	22102	
Alphasense, Inc.		PO Box 37176			San Francisco	CA	94137-0176	
Alston & Bird LLP		1201 W. Peachtree Street			Atlanta	GA	30309-3424	
Alternative Asset Investment Mgmt LLC		PO Box 5274			New York	NY	10185	
Altex Electronics, Ltd.		11342 HI 35 North			San Antonio	TX	78233	
Altus Network Solutions, Inc.		dba nFront Security	4920 Atlanta Highway, Suite 313		Alpharetta	GA	30004-2921	
ALVAREZ, ADRIANA		Address Redacted						
Alvaro Idoate Photographer		18 Tapia Street			San Juan	PR	00911	
Alvaro Magalhaes		407 Duke Gibson Drive			Kansas City	MO	64145	
AM Linen Rental		1611B Tantor Rd			Dallas	TX	75229	
Amanda Coussens		3940 Lakewood Heights Ct.			Fort Worth	TX	76179	
AMANDA RUDOLPH		5504 BIG RIVER DR			The Colony	TX	75056	
AMB Janitorial Services	American Building Maintenance	PO Box 97292			Dallas	TX	75397	
Ambassador Funds Management Services		Level 8, 3 Spring St			Sydney	N8W	02000	AUSTRALIA
Ambassador Funds Management Services		STE 1202, LEVEL 12	3 SPRING ST		SYDNEY	NSW	02000	AUSTRALIA
Amber Electrical Contractors		2251 Century Center Blvd			Irving	TX	75062	
Ambridge Partners LLC		Due Diligence Services	520 Eighth Ave, 25th Floor		New York	NY	10018	
AMC Theaters		13731 Collections Center Drive			Chicago	IL	60693	
American Airlines		4255 Amon Carter Blvd	MD 4106		Fort Worth	TX	76155	
AMERICAN APPRAISAL CANADA, INC		310 FRONT ST WEST Suite 710			TORONTO	ON	M5V 3B5	CANADA
American Arbitration Association		120 Broadway. 21st Floor			New York	NY	10271	
American Arbitration Association		13455 Noel Road, Suite 1750			Dallas	TX	75240	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
American Arbitration Association	Attn Kathleen Cantrell	1750 Two Galleria Tower	13455 Noel Road		Dallas	TX	75240	
American Arbitration Association		Lackey Hershman, LLP	3102 Oak Lawn Avenue, Suite 777		Dallas	TX	75219	
AMERICAN BANK NOTE COMPANY		PO BOX 1931			Columbia	TN	38402	
American Bar Association		PO Box 4745			Carol Stream	IL	60197-4745	
American Bldg. Maintenance Co.		PO Box 951864			Dallas	TX	75395-1864	
American Cancer Society	Attn JAMIE SLOAN	8900 CARPENTER FWY			Dallas	TX	75247	
American Cancer Society	Attn Sharyn Klumb	8900 Carpenter Freeway			Dallas	TX	75247	
American Chamber of Commerce Resources		65 East Wacker Place	Suite 1804		Chicago	IL	60601	
American Federation of the Arts		305 East 47 St.	10 th Floor		New York	NY	10017	
American Furniture Rental		3201 E. Arkansas Lane	Suite 101		Arlington	TX	76010	
American Global Wealth Management		1600 Pennsylvania Avenue			McDonough	GA	30253	
American Heart Assoc. National Center	Attn SouthWest Affiliate-A/R	PO Box 4002903			Des Moines	IA	50340-2903	
American Heart Association		2550 US Highway 1			North Brunswick	NJ	08902	
American Heart Association		7272 Greenville Avenue			Dallas	TX	75231	
American Heart Association		8200 Brookriver Dr	Suite N-100		Dallas	TX	75247	
American Heart Association	c/o Cotes du Coeur	Attn Gabbi Sikes	105 Decker Ct, Ste 200		Irving	TX	75062	
American Heart Association		Greater Kansas City Community Found	1055 Broadway Blvd., Suite 130		Kansas City	MO	64105	
American Heart Association		Southwest Affiliate	105 Decker Court, Suite 200		Irving	TX	75062	
American Heart Association		SouthWest Affiliate - Acct Rec.	PO Box 50040		Prescott	AZ	86304-5040	
AMERICAN IDENTITY		PO BOX 219189			Kansas City	MO	64121-9189	
American Language Technologies		3941 Legacy Drive, #204	PMB 199A		Plano	TX	75023	
AMERICAN LOCKSMITHS		830 THIRD AVE			New York	NY	10022	
American Metal Market LLC		Subscription Department	PO Box 15127		North Hollywood	CA	91615-5127	
American National Bank & Trust	Attention Commercial Lending	2732 Midwestern Parkway			Wichita Falls	TX	76308	
American Portfolios - Kolinsky Wlth Mgt	Attn Ann Antunovich	4250 Veterans Memorial Hwy	Ste 420 E		Holbrook	NY	11741	
American Portfolios Financial Srvcs Inc.		4250 Veterans Memorial Hwy			Holbrook	NY	11741	
American Program Bureau, Inc.		One Gateway Center	Suite 751		Newton	MA	02458	
American Red Cross		PO Box 4002018			Des Moines	IA	50340-2018	
AMERICAN RESEARCH BUREAU		2386 HERITAGE WAY			Salt Lake City	UT	84109-1808	
American Restaurant Association		PO Box 51482			Sarasota	FL	34232-0332	
American Solutions for Business		8479 Solution Center			Chicago	IL	60677-8004	
American Solutions for Business		NW#7794	PO Box 1450		Minneapolis	MN	55485-7794	
American Solutions for Business		PO Box 218			Glenwood	MN	56334-0218	
American Stock Exchange		BOX 757510			Philadelphia	PA	19175-7510	
American Stock Exchange		PO Box 11181A			New York	NY	10286-1181	
Ameriprise Financial Services, Inc.		50798 Ameriprise Financial Center			Minneapolis	MN	55474	
Amicus Search Group		700 N. Pearl St	Suite # 1640		Dallas	TX	75201	
AMIR RAO		1020 MEDFORD RD			Pasadena	CA	91107	
AMIT WALIA		6716 WOODLAND DR			Dallas	TX	75225	
AMX Environmental Ltd		2351 W Northwest HWY-STE 2118			Dallas	TX	75220-8406	
AMY JENKINS		13455 NOEL RD	STE 800		Dallas	TX	75240	
Amy Mitts		13455 Noel Rd	Suite 800		Dallas	TX	75240	
Amy Nguyen		1700 Amelia Court	No 126		Plano	TX	75075	
ANAND DESAI		10087 PERSIMMON HILL CT			Jacksonville	FL	32256	
Anchor Advisory Services Corporation		4 Court St.	Ste 207		Plymouth	MA	02360	
ANDERSEN, DEREK C.		Address Redacted						
Anderson Mori & Tomotsune		Akasaka K-Tower, 2-7	Motoakasaka 1-Chome, Minato-Ku		Tokyo		107-0051	JAPAN
ANDERSON, KIRK		Address Redacted						
ANDREI DORENBAUM		1324 NORTH DANVILLE			Arlington	VA	22201	
ANDREI DORENBAUM		5345 Goodwin			Dallas	TX	75206	
Andrew Hayton		5165 CR 2013			Glen Rose	TX	76649	
Andrew Hilgenbrink		3000 Vanderbilt Place	No 122		Nashville	TN	37212	
ANDREW LENGE		1716 STEAMBOAT DR			Plano	TX	75025	
Andrew Lieberman		120 E. 36th Street			New York	NY	10016	
Andrew Mangin		50 West Broadway #419			Boston	MA	02127	
Andrew Merrick Homes LLC		13455 NOEL RD	STE 1330		Dallas	TX	75240	

Creditor Matrix

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Andrew Rosemore		1601 Elm Street	Suite 3700		Dallas	TX	75201	
ANDREW STONE		9115 GENEVA CIRCLE			Prospect	KY	40059	
Andrew Wilson		831 Thomasson Drive			Dallas	TX	75208	
ANDREW YACENDA		907 WEST 2ND ST			Andover	KS	67002	
Andrews Kurth	Scott A. Brister, Esq.	Andrews Kurth LLP	111 Congress Avenue, Ste 1700		Austin	TX	78701	
Andrews Kurth LLP		600 Travis St., Suite 4200			Houston	TX	77002	
Andrews Kurth LLP		PO Box 301276			Dallas	TX	75303-1276	
Andrius Balta		657 E Broadway			Boston	MA	02127	
Animal Defense League		11300 Nacogdoches Rd			San Antonio	TX	78217-2318	
Anish Tailor		1922 Diamond Ridge Ct			Carrollton	TX	75010	
Anna Englert		PO Box 202			La Jolla	CA	92038	
Ansarada Pty Limited		30 South Wacker Dr	22 Floor		Chicago	IL	60606	
ANTONOVICH, THOMAS		Address Redacted						
ANTONOVICH, THOMAS G.		Address Redacted						
Aon Consulting, Inc.		29695 Network Place			Chicago	IL	60673-1296	
APIR Systems Ltd.		PO Box 5446			Kingston ACT		02604	AUSTRALIA
APKE & KIMBRELL, LLP		1650 HIGHWAY 6	STE 100		Sugar Land	TX	77478	
Appleby Corpoate Services (Bermuda) Ltd.		PO Box HM 1179			Hamilton		HM EX	BERMUDA
Appliance Fixx Air & Heat		PO Box 271258			Flower Mound	TX	75027-1258	
Aramark		2120 Hutton Dr	Suite 100		Carrollton	TX	75006	
ARCHON SOLICTORS		MARTIN HOUSE	5 MARTIN LANE		London		EC4R 0DP	UK
ARCpoint Labs of Irving		8925 Sterling Street	Suite 255		Irving	TX	75063	
ARGENTIC REAL ESTATE FINANCE LLC		40 WEST 57TH STREET	29TH FLOOR		New York	NY	10019	
Argosy Group		PO Box 5094			Brentwood	TN	37024	
Argosy Group		Two Washingtonian Center	9737 Washingtonian Blvd., Ste. 200		Gaitherburg	MD	20878-7364	
Argosy Group LLC		9737 Washingtonian Blvd.	Ste. 100		Gaithersburg	MD	20878	
Argus Software		3050 Post Oak Blvd	Suite 900		Houston	TX	77056	
Argus Software		PO BOX 671591			Dallas	TX	75267	
Ari L. Faneuil		1911 Cypress Creek Rd	Apt 322		River Ridge	LA	70123	
Arizona Biltmore Resort & Hotel		PO Box 740949			Los Angeles	CA	90074-0949	
Arizona Corporation Commision		Z Corp Commission - Securities DIV	1300 West Washington Street, 3rd Floor		Phoenix	AZ	85007	
ARIZONA DEPARTMENT OF REVENUE		1600 WEST MONROE ST	COLLECTIONS DIVISIONS		Phoenix	AZ	85007	
ARIZONA DEPARTMENT OF REVENUE	Attn Collections Division	1600 West Monroe St			Phoenix	AZ	85007	
ARIZONA DEPARTMENT OF REVENUE		PO BOX 29079			Phoenix	AZ	85038	
ARIZONA DEPARTMENT OF REVENUE		PO Box 29085			Phoenix	AZ	85038-9085	
Arizona Land Management Services, LLC		4900 North Scottsdale Rd	Suite 3000		Scottsdale	AZ	85251	
Arizona Land Management Services, LLC		PO Box 13303			Scottsdale	AZ	85267-3303	
Arizona Outback Adventures		16447 N 91st Street	Suite 101		Scottsdale	AZ	85260	
Arizona PSPRS Trust		E Camelback Road	Suite 200		Phoenix	AZ	85016	
Arkadin, Inc.		Lockbox #32726	Collection Center Dr		Chicago	IL	60693-0726	
Arkansas Secretary of State	Business & Commercial Services Division	PO Box 8014			Little Rock	AR	72203	
Arkansas Securities Department		201 E. Markham, Rm 300	Heritage West Bldg		Little Rock	AR	72201	
Arndell, Connor		Address Redacted						
Arnold, Jeffrey		Address Redacted						
Arnstein & Lehr LLP		120 South Riverside Plaza	Ste 1200		Chicago	IL	60606-3910	
Arntzen de Besche		PO Box 2734	Solli		Oslo		00204	NORWAY
ARORA, SANDEEP		Address Redacted						
Arredondo, Alba M.		Address Redacted						
Arris Western Corp.		718 N Buckner #316			Dallas	TX	75218	
Arthouse Design		2373 Central Park Blvd	Suite 204		Denver	CO	80238	
Arthur Klausner		136 East 55th Street	Apt PH-E		New York	NY	10022	
Article 1		Rua Eugen Germer, 86	Blumenau		Santa Catarina		89015--140	BRAZIL
Artografx, Inc.		2611 Andjon			Dallas	TX	75220	
AS&K Services Limited		PO Box HM 1179			Hamilton		HM EX	BERMUDA
Asante Phase I Community Association		1600 W Broadway	Suite 200		Tempe	AZ	85282	
Ashby & Geddes		PO Box 1150			Wilmington	DE	19899	
Ashley Van Hoef		5555 E Mockingbird Ln	No 414		Dallas	TX	75206	
ASHNOR TRADINGS LTD		AMBERLEIGH HOUSE, 3 SCHOOL HILL	LOWER HESWALL		WIRRAL		CH060- 0PD	UK

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ashton Consulting Limited		9F, Atago East Building	3-16-11 Nishishinbashi	Minato-ku	Tokyo		105-0003	JAPAN
Ashurst LLP		Time Square Tower	7 Time Square		New York	NY	10036	
ASI Business Solutions		12801 N Stemmons Frwy Ste 710			Dallas	TX	75234-5881	
ASI Business Solutions		13701 Hutton Dr	Suite 102		Dallas	TX	75234	
ASI, Corporate		3860 W. Northwest Hwy	Suite 350		Dallas	TX	75220	
ASI, Corporate		8181 Jetstar Drive	Suite 100		Irving	TX	75063	
Asociacion Suzuki de Violin de PR		Villa Nevarez	1026 calle 18		San Juan	PR	00927	
Aspen Publishers Inc.		4829 INNOVATION WAY			Chicago	IL	60682-0048	
Aspen Publishers Inc.		7201 McKinney Circle			Frederick	MD	21704	
Aspen Publishers Inc.		PO Box 64054			Baltimore	MD	21264-4054	
ASSAR, VATSAL		Address Redacted						
Asset Communications, Inc.		1764 Prospector Ave	Suite 1		Park City	UT	84060	
Asset-Backed Alert		5 Marine View Plaza # 400			Hoboken	NJ	07030-5795	
ASSIST THE OFFICER FOUNDATION		1412 GRIFFIN ST E			Dallas	TX	75215	
Assn of Asian American Invest Managers		50 California Street	Suite 2320		San Francisco	CA	94111	
Assn of Asian American Invest Managers	Attn Amy Gee	50 California Street	Suite 2320		San Francisco	CA	94111	
Assoc. Asian American Investment Mgrs	c/o V. Lau, Leading Edge Invest Advisors	50 california Street, Suite 2320			San Francisco	CA	94111	
Assoc. for American Innovation, Inc.		2200 Wilson Blvd	Suite 102-533		Arlington	VA	22201	
Assoc. of Asian America Investment Mgrs		1045 N. Utah St., Suite 512			Arlington	VA	22201	
Assured Environments		45 Broadway	10th Floor		New York	NY	10019	
AST Equity Plan Solutions		123 S. Broad Street	Suite 1160		Philadelphia	PA	19109	
AST Equity Plan Solutions		PO Box 12893			Philadelphia	PA	19176-0893	
ASTRON SOLUTIONS		535 W 34TH ST	STE 407		New York	NY	10001	
ASW Law Limited		Crawford House	50 Cedar Avenue		Hamilton		0HM11	Bermuda
ASW Law Limited		Crawford House	PO Box HM2879		Hamilton		0HMLX	Bermuda
AT&T		PO BOX 105068			Atlanta	GA	30348-5068	
AT&T		PO Box 105414			Atlanta	GA	30348-5414	
AT&T		PO BOX 13128			Newark	NJ	07101-5628	
AT&T		PO BOX 13146			Newark	NJ	07101-5646	
AT&T		PO BOX 5001			Carol Stream	IL	60197-5001	
AT&T		PO BOX 5012			Carol Stream	IL	60197	
AT&T		PO BOX 5019			Carol Stream	IL	60197	
AT&T		PO BOX 5020			Carol Stream	IL	60197-5020	
AT&T		PO BOX 630047			Dallas	TX	75263-0047	
AT&T		PO BOX 650661			Dallas	TX	75265-0661	
AT&T		PO BOX 660324			Dallas	TX	75266-0324	
AT&T		PO Box 660921			Dallas	TX	75266-0921	
AT&T		PO BOX 78045			Phoenix	AZ	85062	
AT&T		PO BOX 78225			Phoenix	AZ	85062-8225	
AT&T		PO Box 9005			Carol Stream	IL	60197-9005	
AT&T		PO BOX 930170			Dallas	TX	75393-0170	
AT&T		PO BOX 940012			Dallas	TX	75394-0012	
AT&T Internet Services	Attn HIPCS	PO BOX 650040			Dallas	TX	75265-0040	
AT&T Internet Services		PO BOX 5016			Carol Stream	IL	60197-5016	
AT&T Internet Services		PO Box 650396			Dallas	TX	75265-0396	
AT&T Long Distance		PO Box 5017			Carol Stream	IL	60197-5017	
AT&T MOBILITY		PO Box 105773			Atlanta	GA	30348-5773	
AT&T MOBILITY		PO BOX 31287			Tampa	FL	33631-3287	
AT&T MOBILITY		PO BOX 31488			Tampa	FL	33631-3488	
AT&T MOBILITY		PO BOX 538695			Atlanta	GA	30353-8695	
AT&T MOBILITY		PO BOX 6428			Carol Stream	IL	60197-6428	
AT&T MOBILITY		PO Box 6444			Carol Stream	IL	60197-6444	
AT&T MOBILITY		PO BOX 6463			Carol Stream	IL	60197-6463	

Creditor Matrix

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AT&T MOBILITY		PO Box 650553			Dallas	TX	75265-0553	
AT&T MOBILITY		PO BOX 650574			Dallas	TX	75265-0574	
AT&T MOBILITY		PO Box 8229			Aurora	IL	60572-8229	
AT&T Performing Arts Center	Attn Development	700 N. Pearl Street, Suite N1800			Dallas	TX	75201	
Atlas IDF, LP	c/o Atlas IDF GP, LLC	John Honis	87 Railroad Place	Suite 403	Saratoga Springs	NY	12866	
Attia Medical, PC		5820 Oberlin Dr. Suite 205			San Diego	CA	92121	
Attorney General of South Carolina	Securities Division	1000 Assembly St	Rembert C. Dennis Office Bldg		Columbia	SC	29201	
Atul Kavthekar		2616 Saddlebrook Dr			Naperville	IL	60564	
Audio Visual Innovations, Inc.		P.O. Box 62251			Baltimore	MD	21264-2251	
Augustus Set		911 Serenade Lane			Richardson	TX	75081	
AURORA BOREALIS	Attn GEORGE WHITE	101 BARCLAY ST 13W			New York	NY	10286	
AUSHRIF JAVEED		154 E 29TH ST, APT 11C			New York	NY	10016	
Austin Brown		23940 Pentland Way			West Hills	CA	91307	
AUSTIN TRANTHAM		6639 HILLBRIAR DR			Dallas	TX	75248	
AUSTIN, TIMOTHY		Address Redacted						
Automotive News		DRAWER #7718	PO BOX 79001		Detroit	MI	48279	
Automotive News		Subscriber Services Department 77940			Detroit	MI	48277-0940	
Avalon Synergy		One Galleria Tower	13355 Noel Rd, Suite 1100		Dallas	TX	75240	
AvePoint, Inc		3 Second Street Suite 803			Jersey City	NJ	07311	
Avi Levine		1530 South State Street	Apt 15J		Chicago	IL	60605	
AVIATION SERVICES ELITE		4502 CLAIRE CHENNAULT			Addison	TX	75001	
Aviation Services Group		14001 Dallas Pkwy			Dallas	TX	75240	
Aviation Week		PO Box 505			Hightstown	NJ	08520-9897	
AVIDITY PARTNERS		180 N STETSON	STE 1310		Chicago	IL	60601	
AVI-SPL		13859 Diplomat Drive	Suite 180		Dallas	TX	75234	
AVI-SPL		PO BOX 62251			Baltimore	MD	21264-2251	
AVI-SPL		PO Box 844612			Boston	MA	02284-4612	
Avitar Technologies, Inc.		65 Dan Rd			Canton	MA	02021	
Avtech	Attn Accounts Receivable	PO Box 394			Newport	RI	02840-0004	
AWAIS SHAIKH		510 E 82ND ST, APT 4B			New York	NY	10028	
AWARE		2828 Hood Street	Residence 1705		Dallas	TX	75219	
Axicon Partners, LLC	Attn Robert T. Scott	1325 Avenue of the Americas	27th floor		New York	NY	10019	
Axios Institute		PO Box 457			Edinburg	VA	22824	
Axis Global Systems		PO Box 831			North Bergen	NJ	07047	
A-Z Cleaning Services		1729 Crosby Rd.			Carrollton	TX	75006	
B&H Photo - Video, Inc.		420 Ninth Avenue			New York	NY	10001	
B3 Entertainment Productions, Inc.		1509 Schooner Bay Dr.			Wylie	TX	75098	
Badge of Honor Memorial Fund		Executive Office	3131 Maple Ave 7E		Dallas	TX	75201	
Bailey, Connor		Address Redacted						
Baker & Daniels		111 E Wayne Ste 800			Fort Wayne	IN	46802	
Baker Botts LLP		901 Louisiana Street			Houston	TX	77002	
Baker Botts LLP		PO BOX 201626			Houston	TX	77216	
Baker Botts LLP		PO Box 301251			Dallas	TX	75303-1251	
Baker McKenzie LLP		100 New Bridge Street			London		EC4V 6JA	UK
Baker McKenzie LLP		2300 Trammell Crow Center	2001 Ross Ave		Dallas	TX	75201	
Baker McKenzie LLP		815 Connecticut Ave, NW			Washington	DC	20006-4078	
Baker, Lauren		Address Redacted						
BAKER, SCOTT		Address Redacted						
Baker, Stephen		Address Redacted						
Balch & Bingham LLP		P.O. Box 306			Birmingham	AL	35201	
BALFOUR ASSOCIATES, INC	Attn DAVID VANVALKENBURG	5350 PRESERVE DR			Greenwood Village	CO	80121	
Ballard Spahr LLP		1735 Market Street	51st Floor		Philadelphia	PA	19103	
BALLS BROTHERS		313 CAMBRIDGE HEATH RD	BETHNAL GREEN		London		E2 9LQ	UK
Bancroft Associates PLLC		500 New Jersey Avenue	Seventh Floor		Washington	DC	20001	
Bank Director		201 Summit Drive	Suite 250		Brentwood	TN	37027	
Bank Director		5110 Maryland Way Ste 250			Brentwood	TN	37027-9501	
BANK OF AMERICA		335 MADISON AVE			New York	NY	10017	
Bannon, Lucy		Address Redacted						
Baradach, Artsiom		Address Redacted						
BARANSI, SAMER		Address Redacted						
Barbera, Angela		Address Redacted						
Barndollar Investment Advisory Services		2719 Letap Ct	Ste 101		Land O Lakes	FL	34638	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BARNES & ROBERTS, LLC		2701 Canton St.			Dallas	TX	75226	
BARNES & ROBERTS, LLC		2816 COMMERCE ST			Dallas	TX	75226	
Barnes and Noble College	C/O Bush Center Store	2943 SMU Blvd			Dallas	TX	75205	
BARNES&THORNBURG LLP		11 South Meridian Street			Indianapolis	IN	46204	
Barri Pearson		2110 Reynolston Lane			Dallas	TX	75232	
Barrier Advisors		13455 Noel Rd, Ste 2200			Dallas	TX	75240	
Barrington Financial Group, LLC		77 Franklin Street	Suite 802		Boston	MA	02110	
Barrister Books. Com		615 Florida St.			Lawrence	KS	66044	
Barristers & Attorneys		PO Box HM 26			Hamilton		HM LX	BERMUDA
Barrons		200 Burnett Rd	PO Box 7031		Chicopee	MA	01021-7031	
BARTH GROSS ELECTRIC CO, INC		110 W 26th ST			New York	NY	10001	
BARTLIT BECK HERMAN PALENCHAR SCOTT		COURTHOUSE PLACE	54 W HUBBARD ST	Suite 300	Chicago	IL	60610	
BATCHWORK MANAGEMENT LTD		HOME PARK ESTATE	STATION RD		KINGS LANGLEY		WD4 8DH	UK
BATEMAN, JACK		Address Redacted						
Bates White, LLC		2001 K Street, NW	North Building, Suite 500		Washington	DC	20006	
Bates White, LLC	Karen Goldberg, Esq.	Bates White, LLC	2001 K Street NW, North Bldg Suite 500		Washington	DC	20006	
BAUER, WILLIAM		Address Redacted						
Bayard, P.A.		222 Delaware Avenue, 9th Floor			Wilmington	DE	19801	
BAYNARD, PAUL C.		Address Redacted						
Bazooka Search Ltd		115 Coventry Rd			London		E2 6GG	UK
BB&T Securities, LLC		2619 N Oak Street, 3rd Floor			Myrtle Beach	SC	29577	
BBD, LLP		1835 Market Street	3rd Floor		Philadelphia	PA	19103	
BBVA	Michael Doran	8080 North Central Expressway	Suite 1500		Dallas	TX	75206	
BCA Publications Ltd.		1002 Sherbooke St West Ste 1600			Montreal	QC	H3A 3L6	CANADA
BCA Research Inc		1002 Sherbrooke St. W	Suite 1600		Montreal	QC	H3A 3L6	CANADA
BDC Review, LLC		407 East Maple Street	Ste 305		Cumming	GA	30040	
BDO USA, LLP		700 North Pearl	Suite 2000		Dallas	TX	75201	
BDO USA, LLP		P.O. Box 31001-0860			Pasadena	CA	91110-0860	
BEALL-SARRIS, ASHLEY E.		Address Redacted						
BEARD, MATTHEW		Address Redacted						
Beauchamp, Thomas		Address Redacted						
Becky Bowler		165 East 66th Street	Apt. PHB		New York	NY	10065	
BEEF SLABS OF TEXAS LLC		2000 N HWY 157	STE 112		Mansfield	TX	76063	
Behind the Numbers LLC		8140 Walnut Hill Ln #300			Dallas	TX	75231	
BELINGER & DEWOLF, LLP		10000 N CENTRAL EXPWY	STE 900		Dallas	TX	75231	
BELL NUNNALLY & MARTIN, LLP		3232 MCKINNEY AVE	STE 1400		Dallas	TX	75204	
Bell, Boyd & Lloyd		Three First National Plaza	70 West Madison S, Ste 3300		Chicago	IL	60602	
Bella Flora of Dallas		118 Oak Lawn Ave.			Dallas	TX	75207	
BEN ASARE		2520 CENTRAL ST	No 1N		Evanston	IL	60201	
Ben E. Keith		PO Box 901001	7650 Will Rogers Blvd.		Fort Worth	TX	76101	
Ben Greenfield, Human Wellness Sol. LLC		8515 N Argonne Rd			Spokane	WA	99217	
BEN VONDERHAAR		305 GENTILLY PL			Houston	TX	77024	
Benefit Data		2220 San Jacinto Blvd, Ste 345			Denton	TX	76205	
BENJAMIN FINGER		251 E 31st STREET	ATP #5		New York	NY	10016	
Benjamin Sarly		101 West End Avenue	Ste 25A		New York	NY	10023	
Benson Hlavaty Architects		3141 Hood St Ste 420			Dallas	TX	75219	
Bent Tree Country Club, Inc.		5201 Westgrove Drive			Dallas	TX	75248	
Bent Tree Country Club, Inc.		PO Box 204795			Dallas	TX	75320-4795	
BENTLEY CALLAN		13455 NOEL RD	STE 800		Dallas	TX	75240	
BERIHUN, ELIZABETH		Address Redacted						
Berkeley Research Group, LLC		2200 Powell Street	Suite 1200		Emeryville	CA	94608	
Berkeley Square Advisors LLC		701 N Green Valley Pkwy Ste 200			Henderson	NV	89074	
Berkshire Capital Securities, LLC		535 Madison Avenue			New York	NY	10022	
Bernard DeMeo		4111 Walnut St.	Room 511		Philadelphia	PA	19104	
Bernard Peperstraete		1225 19 Street NW	Suite 200		Washington	DC	20036	
Berry Appleman & Leiden LLP		3355 W. Alabama Street	Suite 1050		Houston	TX	77098	
Berry Appleman & Leiden LLP		353 Sacramento Street	Suite 1300		San Francisco	CA	94111	
Berthel Fisher & Company		16100 Chesterfield Parkway West	Suite 150		Chesterfield	MO	63017	
Berthel Fisher & Company	Attn Connie Allard	701 Tama Street			Marion	IA	52302	
Berthel Fisher & Company	Attn Dan Barnard	Berthel Fisher & Company	8090 N 85th Way, Ste 101		Scottsdale	AZ	85258	
Best Companies Group		1500 Paxton Street			Harrisburg	PA	17104	
Beyond		8700 Ambassador Row			Dallas	TX	75247	
Beyond the Box		2544 West Commerce Street			Dallas	TX	75212	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Bhavani Jaroff		iEat Green, LLC	17 Pinetree Lane		Old Westbury	NY	11568	
BHIL Distributors, Inc.		325 John H. McConnell Blvd	Suite 200		Columbus	OH	43215	
Bickel & Brewer		1717 Main St			Dallas	TX	75201	
Bifferato Gentilotti LLC		100 Biddle Avenue	Springside Plaza	Suite 100	Newark	DE	19702	
Big Brother Big Sister		450 E. John Carpenter Fwy, Ste 300			Irving	TX	75062	
Big Brothers Big Sisters of Mass Bay	Attn Erin DeMarco	75 Federal Street, 8th Floor			Boston	MA	02110	
Big Honkin Ideas		1424 Lincoln Blvd			Santa Monica	CA	90401	
Big Thought		2501 Oak Lawn	Ste 550, LB-42		Dallas	TX	75219	
Bill Bauer		11 SHEFFIELD LANE			Mt. Laurel	NJ	08054	
BILL CORNELIUS		13455 NOEL RD	STE 800		Dallas	TX	75240	
BILL CRISPIN		1 S PRADO, NE, #2			Atlanta	GA	30309	
Bill J Crouch & Associates		210 MacCorkle Ave SE			Chalston	WV	25314	
BILL MITENBERGER		14931 GREENLEAF VALLEY DR			Chesterfield	MO	63017	
BILL WALLISCH		2611 S 208TH ST			Goddard	KS	67052	
Bill Wilton		6655 South Cass Avenue			Westmont	IL	60559	
BILLINGHURST, MINDY		Address Redacted						
BIMAL KALVANI		12201 KEATS GROVE CT			Glen Allen	VA	23059	
Bingham McCutchen LLP		P.O. Box 3486			Boston	MA	02241-3486	
BioCentury Publications		PO Box 1246			San Carlos	CA	94070	
Bison Coolers, LLC		5113 Commercial Drive			North Richland Hills	TX	76180	
BISYS		PO Box 19468A			Newark	NJ	07195-0468	
BKM Total Office of Texas		9755 Clifford Drive #100			Dallas	TX	75220	
Black Box Network Services		PO Box 890699			Dallas	TX	75389-0699	
Black Mountain Systems, LLC		12520 High Bluff Dr	Ste 340		San Diego	CA	92130	
BLACK, WINSTON		Address Redacted						
Blackberry Wireless		12432 Collections Center Dr			Chicago	IL	60693	
BLACKBURN, MICHAEL		Address Redacted						
BLACKWELL SANDERS PEPER MARTIN LLP		PO BOX 795135			Saint Louis	MO	63179	
Blair Roeber		2600 Cole Ave, Apt 219			Dallas	TX	75204	
BLAKE DEXTER		1161 NEWBRIDGE TRACE			Atlanta	GA	30319	
Blake Morrell		210 N. Wells	Apt 2310	Box 279	Chicago	IL	60606	
Blank Rome LLP		Lockbox #8586	PO Box 8500		Philadelphia	PA	19178-8500	
Blast Creative		2703 Poly Drive			Billings	MT	59102	
Blast Creative		3036 Hunters Ridge Loop			Billings	MT	59102	
Block Garden & McNeill, LLP		Sterling Plaza	5949 Sherry Lane, Suite 900		Dallas	TX	75225	
BLOMBERG FINANCE L.P.		731 LEXINGTON AVE			New York	NY	10022	
Blondies Treehouse, Inc.	Attn Accounts Receivable	431 Fayette Avenue			Mamaroneck	NY	10543	
Bloom Strategic Consulting, Inc.		4514 Cole Ave.	Suite 600		Dallas	TX	75205	
Bloomberg		PO Box 30244			Hartford	CT	06150-2044	
Bloomberg Businessweek		PO Box 37531			Boone	IA	50037-0531	
Bloomberg Finance LP		731 Lexington Ave.			New York	NY	10022	
Bloomberg Finance LP		PO BOX 30244			Hartford	CT	06150	
Bloomberg Finance LP		PO Box 416604			Boston	MA	02241-6604	
BLOOMBERG LP		731 LEXINGTON AVE			New York	NY	10022	
Blue Cross Blue Shield of Texas		1001 East Lookout Drive			Richardson	TX	75082	
Blue Cross Blue Shield of Texas		PO Box 731428			Dallas	TX	75373-1428	
Blue Ribbon Advantage		7020 Portwest Drive, Suite 150			Houston	TX	77024	
Blue Ribbon Advantage		P.O. Box 79487			Houston	TX	77279-9487	
Blue Ribbon Industries		408 Singleton Blvd			Dallas	TX	75212	
Blue Vault Partners, LLC		407 E Maple St	Suite 305		Cumming	GA	30040	
Blueprint for Prosperity	Attn Finance	500 North Akard St, Suite 2600			Dallas	TX	75201	
Blumberg/Excelsior		62 White St			New York	NY	10013	
BLUMER, JENNIFER		Address Redacted						
BMC Software, Inc.		2101 Citywest Blvd			Houston	TX	77042	
BMC Software, Inc.		PO Box 301165			Dallas	TX	75303-1165	
BMZ Discovery Services LLC		1400 Biscaya Drive			Miami Beach	FL	33154	
BNA		PO BOX 17009			Baltimore	MD	21297-1009	
Bob Grier		2727 Nelson Rd	Apt P.206		Longmont	CO	80503	
Bob Marx		74 Turner Rd			Rockland	MA	02370	
Bochetto & Lentz, P.C.		1524 Locust Street			Philadelphia	PA	19102	
BOCK, MARIA		Address Redacted						
BODRON, MICHAEL		Address Redacted						
BOGUSLAWSKI, DAVID		Address Redacted						

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Boies, Schiller & Flexner LLP		5301 Wisconsin Ave NW			Washington	DC	20015-2015	
Boies, Schiller & Flexner LLP	Scott E. Gant, Esq.	Boies, Schiller & Flexner LLP	5301 Wisconsin Ave. NW		Washington	DC	20015	
BOK Financial Asset Management		PO Box 1270			Tulsa	OK	74101-1270	
BOK Financial Asset Management		The Lyric Centre	440 Louisiana, Suite 2500		Houston	TX	77002	
BOK Financial Securities, Inc.	Attn Leslie Swafford	1 Williams Center, 16th Flr			Tulsa	OK	74172	
Bonahoom & Associates		10850 Switzer Ave #101			Dallas	TX	75238	
Bonnie Murray		35 West 9th St, Apt 9A			New York	NY	10011	
Boom Global Media Inc		295 Greenwhich St. # 296			New York	NY	10007	
BORUD, BRADFORD		Address Redacted						
BOSC, Inc.	Attn Chelle Davidson	One Williams Center, 9 NE			Tulsa	OK	74172	
BOSE, ROHAN		Address Redacted						
Boston Financial Data Services		330 W. 9th Street			Kansas City	MO	64105-1514	
Boston Financial Data Services		PO Box 74008640	Lockbox 008640		Chicago	IL	60674-8640	
Boston Properties, L.P.		599 Lexington Ave			New York	NY	10022-6004	
Boston Properties, L.P.		800 Boylston Street	Suite 1900		Boston	MA	02199	
Boundless Network		200 E. 6th Street	Suite 300		Austin	TX	78701	
Bow Line Media		1809 Thale Drive			Dallas	TX	75228	
Bowman Dahl, LLC		120 West 28th Street	No 3C		New York	NY	10001	
Bowne		PO BOX 6081			Church Street Station	NY	10277-2706	
Bowne		PO Box 951060			Dallas	TX	75247-1060	
BOYCE, PATRICK		Address Redacted						
Boyce-Field, Mollie		Address Redacted						
BOYD GOSSERAND		13455 NOEL RD	STE 800		Dallas	TX	75240	
Boys & Girls Clubs of Greater Fort Worth	Attn Christi Langas	3218 East Belknap			Fort Worth	TX	76111	
BRACEWELL & GIULIANI LLP		PO BOX 848566			Dallas	TX	75284-8566	
Bracewell & Patterson		PO Box 848566			Dallas	TX	75284-8566	
Brad Beman		4018 Cedar Bluff Ct NE			Cedar Rapids	IA	52411-7604	
BRAD BORUD		3312 Greenbriar Drive			Dallas	TX	75225	
BRAD BORUD		4330 Reaumur Dr			Dallas	TX	75229	
BRAD BORUD		7700 Greenway Blvd	Apt N208		Dallas	TX	75209	
BRAD DAVEY		342 LAGOON DR			Northfield	IL	60093	
BRAD GUY		210 BOB-O-LINK DR			Southlake	TX	76092	
Brad Mendenhall		2836 Dupont S Ave, Apt CE243			Minneapolis	MN	55408	
BRAD VOSS		3571 WALDORF DR			Dallas	TX	75229	
Braden Bair		1283 E Creek Rd			Sandy	UT	84093	
Bradfield Elementary	Attn Jackie Tilden, VP of Development	4300 Southern Avenue			Dallas	TX	75205	
BRADLEY MACK		5804 GOODWIN AVE			Dallas	TX	75206	
BRADLEY MEANS		7007 WHIPPOORWILL CT			Colleyville	TX	76034	
BRADY, CHARLA		Address Redacted						
Bragalone Conroy PC		Chase Tower	2200 Ross Avenue	Suite 4500W	Dallas	TX	75201-7924	
Branda Fanning		5165 CR 2013			Glen Rose	TX	76649	
Branden Roark		2737 N. Fitzhugh Ave, #2228			Dallas	TX	75204	
Brandywine Process Servers, Ltd.		PO Box 1360			Wilmington	DE	19899	
BRANER, PHILIP		Address Redacted						
BRE/TZ TX PROPERTIES LP		PO Box 842530			Dallas	TX	75284-2530	
Breault, Evan		Address Redacted						
Breault, Evan		Address Redacted						
Breazeale, Sachse & Wilson LLP		One American Place	Suite 2300		Baton Rouge	LA	70821-3197	
Breezy Higa		803 W 180th Street	Apt 05		New York	NY	10033	
Brenda Samples, Tax Assessor		Kaufman County Tax Office	PO Box 339		Kaufman	TX	75142	
Brennan, Kieran		Address Redacted						
Brennan, Michael		Address Redacted						
Brent Gregoire		416 Dawn River Cove			Austin	TX	78732	
Brentwood CLO, Ltd.	MaplesFS	PO Box 309, Ugland House	South Church Street	George Town	Grand Cayman		KY1-1104	Cayman Islands
Bressler, Amery & Ross, P.C.		325 Columbia Turnpike			Florham Park	NJ	07932	
Brett Benjamin		4455 Madison Ave	Apt 311s		Kansas City	MO	64111	
Brett H. McCloskey		40 Buckingham Road			Brick	NJ	08723	
Brett Hoge		121 Grasslands Ct.			Advance	NC	27006	
Bretton Advisors, Inc.		21 Hillside Road			Greenwich	CT	06830	
Brian Andrusin		PO Box 680427			Franklin	TN	37068	
Brian Broadbent		5737 W. Hanover Ave			Dallas	TX	75209	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BRIAN COX		980 ALBERT ST			New Braunfels	TX	78130	
Brian Fitzsimmons		2808 McKinney Ave	No 601		Dallas	TX	75204	
Brian G Albert Esq.		117 North Gale Drive	No 302		Beverly Hills	CA	90211	
Brian Goehl		14426 Murphy Circle E			Carmel	IN	46074	
Brian Hochhauser		5-11 47th Avenue	Apt 8B		Long Island City	NY	11101	
Brian Home		208 Marie Circle			Southlake	TX	76092	
BRIAN JONES		140 WINCH ST			Framingham	MA	01701	
Brian Jones.		28 Innisbrooke Ave			Las Vegas	NV	98113	
Brian Josephson		13390 Timber Park Dr			Platte City	MO	64079	
BRIAN LEGG		5129 Medowlark Dr			Plano	TX	75240	
Brian Li		10008 Brightling Lane			Austin	TX	78750	
BRIAN LOHRDING		3522 CR 6100			Lubbock	TX	79415	
Brian Malizia		1225 N Wells Street	No 913		Chicago	IL	60610	
BRIAN PRICE		6246 TOWN HILL LANE			Dallas	TX	75214	
Brian Rice		159 Ridgefield Avenue			South Salem	NY	10590	
BRIAN TILTON		1712 N MOHAWK ST	APT 1F		Chicago	IL	60614	
Bridge Title Company, LLC		8150 N. Central Expwy	Ste 650		Dallas	TX	75205	
Brighthouse Financial		PO Box 371310			Pittsburgh	PA	15250-7310	
Brighthouse Life Insurance Company		PO Box 371487			Pittsburgh	PA	15250-7487	
Brighton House Associates, LLC		2 Park Central Drive	Suite 300		Southborough	MA	01772	
BRIGHTWORK	Attn JOYCE WELSH	16 OLDE TAVERNE LANE			Amesbury	MA	01913	
Brion Enterprises, Inc.		1545 Prudential Dr.			Dallas	TX	75235-4111	
Britain, William		Address Redacted						
BRITAIN, WILLIAM L.		Address Redacted						
Brittain, Mark		Address Redacted						
BRITTNEE WOOLDRIDGE		2201 WOLF ST	No 6106		Dallas	TX	75201	
BRITTNEY CUNNINGHAM		6301 STONEWOOD DR			Plano	TX	75024	
BROADCASTING & CABLE		PO BOX 5655			Harlan	IA	51593-1155	
Broaddus, Paul		Address Redacted						
Broadridge		PO Box 416423			Boston	MA	02241	
Broadridge Customer Communications		2600 Southwest Blvd.			Kansas City	MO	64108	
Broadridge Customer Communications		5516 Collection Ctr Dr			Chicago	IL	60693	
Broadridge ICS		PO Box 416423			Boston	MA	02241-6423	
Broadridge Output Solutions, Inc.		PO Box 15788			Chicago	IL	60693	
BROADVIEW NETWORKS		PO Box 9242			Uniondale	NY	11555-9242	
Brodeur, Steven		Address Redacted						
BRODRICK NORMAN		456 9th St	No 8		Hoboken	NJ	07030	
Broker Dealer Financial Services Corp.		140 S. 68th Street	Ste 2200		West Des Moines	IA	50266	
Broker Educational Sales Training, Inc.		7137 Congress Street			New Port Richey	FL	34653-6464	
Brook Lane Partners, LLC		330 East 75th Street	Suite 10H		New York	NY	10021	
Brook Lane Partners, LLC		445 Park Avenue	10th Floor		New York	NY	10022	
Brookmont Capital Management, LLC		2000 McKinney Avenue	Suite 1230		Dallas	TX	75201	
Brookover, Steven		Address Redacted						
Brosier & Buchanan Partners		320 W. 7th			Amarillo	TX	79101	
Brown & Hofmeister LLP		740 E Campbell	Suite 800		Richardson	TX	75081	
Brown & Sikes, Inc.		325 N St Paul St Ste 1280			Dallas	TX	75201	
Brown Pruitt Peterson & Wambsganss, P.C.		201 Main St			Fort Worth	TX	76102	
Brown Rudnick Berlack Israels LLP		One Financial Center			Boston	MA	02111	
Brown, Austin		Address Redacted						
Brown, Austin		Address Redacted						
Brown, Austin		Address Redacted						
BROWN, BLAKE		Address Redacted						
BROWN, BRITTON		Address Redacted						
BROWN, LEE		Address Redacted						
Brown, Rachel		Address Redacted						
BROWNELL, JESSE		Address Redacted						
BROWNELL, JESSE R.		Address Redacted						
Brownstein Hyatt Farber Schreck LLP		100 City Parkway	suite 1600		Las Vegas	NV	89106	
Bruce Beetz		PO Box 1371			Hollister	CA	95024	
BRUCE CHAPIN		1036 N BROADMOOR AVE			Wichita	KS	67206	
BrucePac		811 N First St			Silverton	OR	97381	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Brumley, Angela		Address Redacted						
BRUMLEY, ANGELA		Address Redacted						
Brumley, Angela K.		Address Redacted						
Bryan Cave LLP		PO Box 503089			Saint Louis	MO	63150-3089	
BRYAN CLARK		24220 W 51st St			Shawnee	KS	66226	
Brynteson Reporting, Inc.		2404 Belle Haven Meadows Ct			Alexandria	VA	22306	
BT Video Inc		PO Box 540365			Dallas	TX	75354-0365	
Buchalter Nemer		1000 Wilshire Blvd	Suite 1500		Los Angelos	CA	90017	
BUCKLES BY JIM		PO BOX 1885			Mabank	TX	75147-1885	
Budget Blinds		4012 Daniel Way			Frisco	TX	75035	
Bulk Books		109 International Drive	Suite 300		Franklin	TN	37067	
Buntz, Jennifer		Address Redacted						
BURKE HANSEN LLC		1601 N 7TH ST, STE 200			Phoenix	AZ	85006	
Burkey, John		Address Redacted						
Burns Transcription Service		11311 N Central Expwy Ste 216			Dallas	TX	75243	
Burns, Nathan		Address Redacted						
Bury Street Capital Ltd		Devonshire House	1 Devonshire Street		London		W1W 5DR	UK
BUSH, ALBERT		Address Redacted						
Business Essentials		PO Box 292696			Lewisville	TX	75029-2696	
Business Essentials		PO BOX 37			Grapevine	TX	76099	
Business Executives National Security		1030 15th Street NW	Suite 200 East		Washington	DC	20005	
Business Flooring Speacialists		7341 Dogwood park			Fort Worth	TX	76118	
Business Intelligence Advisors		One Washington Mall One8th Flr			Boston	MA	02108	
Business Real Estate		PO Box 15216			Scottsdale	AZ	85267	
Business Technologies, Inc.		16060 Ventura Blvd Ste 105-505			Encino	CA	91436	
Business Week		PO Box 8419			Red Oak	IA	51591-1419	
Business Wire		Department 34182	PO Box 39000		San Francisco	CA	94139	
Business Wire		PO Box 45348			San Francisco	CA	94145-0348	
Butler Burgher Group		4300 Alexander Dr.	Suite 200		Alpharette	GA	30022	
Byron Wilson		16238 Crooked Lake Way N			Cypress	TX	77433	
C.J. Martin		235 West 56th Street, Apt 28H			New York	NY	10019	
C2 Imaging		3180 Pullman Street			Costa Mesa	CA	92626	
C2 LEGAL OF DALLAS		2001 BRYAN ST	STE 3025		Dallas	TX	75201	
C5 Texas	Attn Rachel Jenkins	PO Box 191129			Dallas	TX	75219	
Cabot Lodge Securities LLC		200 Vesey St.			New York	NY	10281	
Cades Schutte LLP		1000 Bishop Street, 12th floor			Honolulu	HI	96813	
Cadwalader, Wickersham, & Taft LLP		General Post Office	PO Box 5929		New York	NY	10087-5929	
CALAPRS		575 Market Street	Suite 2125		San Francisco	CA	94105	
Caleb Dorfman		300 St Joseph Pkwy	Apt 323		Houston	TX	77002	
Caleb Moore		45 Wall Street	Apt 622		New York	NY	10005	
Caledonian Directors Limited		PO Box 1043			George Town		KY1-1102	GRAND CAYMAN
California Department of Insurance	Attn Name Reservation Unit	45 Fremont Street, 24th Floor			San Francisco	CA	94105	
California Dept. of Business Oversight		Securities Registration Division	1515 K Street, Suite 200		Sacramento	CA	95814	
CALLAN, BENTLEY		Address Redacted						
Cambridge International Partners, Inc.		780 Third Ave 25th Flr			New York	NY	10017	
Cambridge Investment Research, Inc.		1776 Pleasant Plain Rd			Fairfield	IA	52556	
Cambridge Investment Research, Inc.	c/o Premier Wealth Management	5004 Lenker Street, Suite 200			Mechanicsburg	PA	17050	
Cambridge Investment Research, Inc.		fbo Jimmy J. Williams, Rep #GM6	1776 Pleasant Plain Rd		Fairfield	IA	52556	
Cambridge Investment Research, Inc.	Przewlocki James, Inc.	2030 E Speedway	Suite 220		Tucson	AZ	85719	
Cameron Baynard		4514 Center Street	Unit E		Houston	TX	77007	
CAMP CUTHRELL		4297 NABAL DR			La Mesa	CA	91941	
Campano & Associates		PO Box 370			Wilton	CT	06897-0370	
CAMPBELL, JIM		Address Redacted						
CAMPBELL, JIM		Address Redacted						
Canadian Imperial Bank of Commerce		425 Lexington Avenue			New York	NY	10017	
Candidates on Demand Group, Inc.		433 Fifth Ave, 6th Flr			New York	NY	10016	
Canon Solutions America, Inc		15004 Collections Center Dr			Chicago	IL	60693	
Canteen Vending Services		PO Box 417632			Boston	MA	02241-7632	
Cantor Fitzgerald & Co.	Attn McKenzie Campbell	110 East 59th Street			New York	NY	10022	
CAPE RANKEN		558 LONE PINE COURT			ERIE	PA	16505	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Cape Securities, Inc.		1600 Pennsylvania Ave.			McDonough	GA	30253	
CAPITAL FOR KIDS	Attn Susan Nichol	2807 Allen St. #816			Dallas	TX	75204	
Capital Hedge, LLC		145 Washington Street, Suite 16			Norwell	MA	02061	
Capital Investment Group, Inc.		PO Box 32249			Raleigh	NC	27622	
Capital Link Forum, Inc.		230 Park Ave, Ste 1536			New York	NY	10169	
Capital Royalty LP	Attn Mary Logan	1000 Main St	Suite 2500		Houston	TX	77002	
Capitalize for Kids		01-208-Adelaide Street West			Toronto	ON	M5H 1W7	CANADA
Capitol Service Inc		PO Box 1831			Austin	TX	78767	
CAPITOL SERVICES, INC		PO BOX 1831			Austin	TX	78767	
Caplin Photography		50 W 90th Street	No C6		New York	NY	10024	
Caprock Court Reporting, Inc.		1112 Texas Avenue, Suite 200			Lubbock	TX	79401	
Capstone Advisory Group		Park 80 West	Plaza I-Plaza Level		Saddle Brook	NJ	07663	
Capstone LLC		1400 Eye Street, NW Suite 1115			Washington	DC	20005	
Captain Hopes Kids		10480 Shady Trail	Suite 104		Dallas	TX	75220	
CAREER BLAZERS		GLOBABL EMPLOYMENT SOLUTIONS, INC	PO BOX 842595		Boston	MA	02284-2595	
CAREER BLAZERS		PO BOX 414050			Boston	MA	02241-4050	
Career Group Inc		PO Box 203654			Dallas	TX	75320-3654	
CAREERBUILDER, LLC		13047 COLLECTION CTR DR			Chicago	IL	60693-0130	
CAREERBUILDER, LLC		200 N. LaSalle St	Suite 1100		Chicago	IL	60601	
Carey International, Inc.		Billing Department	PO Box 842350		Boston	MA	02284-2350	
Carey Interntational, Inc.	Gary Kessler	4530 Wisconsin Ave. NW	Suite 500		Washington	DC	20016	
Carey Olsen	Attn Sam Dawson	Willow House Cricket Square			Grand Cayman		KY1-1001	Cayman Islands
CARL MOORE		5617 LINDENSHIRE LN			Dallas	TX	75230	
Carl Steigerwald III		1425 Garden Street #405			Hoboken	NJ	07030	
CARL WELLMAN		340 QUAIL CREEK RD			Hot Springs	AR	71901	
Carla Martin		2351 McMurry Dr			Powder Springs	GA	30127	
Carla Siegal Interiors		31 Sturges Hwy			Westport	CT	06880	
CARLSON, STEPHEN		Address Redacted						
Carmona, Benjamin		Address Redacted						
CARNEGIE CONSULTING		44 CARNABY ST			London		WTF 9PP	UK
Carol Bavousett Mattick PC		919 Congress Ave Suite 919			Austin	TX	78701	
CAROLYN SANCHEZ		1116 WOODLAND WAY			Richardson	TX	75080	
CARON, JOHN H		Address Redacted						
Carpenter Lipps & Leland LLP		280 Plaza, Suite 1300	280 North High Street		Columbus	OH	43215	
Carrington Coleman		901 Main St	Suite 5500		Dallas	TX	75202	
CARROLL, JUSTIN		Address Redacted						
Carter Ledyard & Milburn LLP		Counsellors at Law 2 Wall St			New York	NY	10005	
CARTER, JEROME		Address Redacted						
CARTUS CORPORATION PTE LTD		4 SHENTON WAY	No 09-01/04 SGX CENTRE 2		Singapore		068807	SINGAPORE
Carwin Advisors		2100 McKinney Ave. Suite 1510			Dallas	TX	75201	
Case Anywhere LLC		21860 Burbank Blvd.	Suite 125		Woodland Hills	CA	91367	
Cashier - Texas Workforce Commission		PO Box 149037			Austin	TX	78714-9037	
CASPER COMPANY LLC		830 POST RD E			Westport	CT	06880	
CASTELLA, ANDRES		Address Redacted						
CASTELLA, ANDRES		Address Redacted						
Catalyst Financial Partners LLC		118 E 28th Street	Suite 314		New York	NY	10016	
Catapult Systems Inc.		1221 South MoPac Expressway	Ste 350		Austin	TX	78746	
Catherine M. Luvisa, trustee		Brendon Kyle Luvisa Educational Trust	10355 Pinecastle St		San Diego	CA	92131	
Catherine M. Luvisa, trustee	Cooper Lee Luvisa Educational Trust	10355 Pinecastle St.			San Diego	CA	92131	
Catherine McCoy		500 E.Carlisle Ave.			Whitefish Bay	WI	53217	
Catherine P. Matthews		2701 Idlewood Circle			Charlotte	NC	28209	
Cattle Barons Ball		30 Highland Park Village Ste 216			Dallas	TX	75205	
Cattle Barons Ball	Attn Underwriting Chairs	3838 Oak Lawn Avenue, Suite 700			Dallas	TX	75219	
CATTLE BUYERS WEEKLY		PO BOX 2533			Petaluma	CA	94953-2533	
Cawley, Gillespie & Associates, Inc.		306 West 7th Street, Ste 302			Fort Worth	TX	76102	
Cawley, Keith		Address Redacted						
CB RICHARD ELLIS		2700 POST OAK BLVD	STE 250		Houston	TX	77056	
CB Richard Ellis, Inc		2700 Post Oak Blvd. Suite 250			Houston	TX	77056	
CB Richard Ellis, Inc		Valuation & Advisory Services	2415 East Camelback Rd		Phoenix	AZ	85016-4290	
Cbeyond		320 Interstate North Parkway			Atlanta	GA	30339	
Cbeyond		PO Box 848432			Dallas	TX	75284-8432	
CBIZ Valuation Group, Inc.		3030 LBJ Freeway, Ste 1650			Dallas	TX	75234	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CBIZ Valuation Group, Inc.		4851 LBJ Freeway	Suite 800		Dallas	TX	75244	
CBIZ Valuation Group, Inc.	Attn ACCOUNTS RECEIVABLE	PO BOX 849846			Dallas	TX	75284-9846	
Cboe LiveVol, Inc.		400 South LaSalle Street			Chicago	IL	60605	
CBRE, Inc.		Location Code 2981	P.O. Box 406588		Atlanta	GA	30384-6588	
CCH		21250 HAWTHORNE BLVD			Torrance	CA	90503-5502	
CCH		PO Box 4307			Carol Stream	IL	60197-4307	
CCH Incorporated		PO Box 4307			Carol Stream	IL	60197-4307	
CCH Prosystem FX		P.O. Box 2701			Torrance	CA	90509-2701	
CCH Prosystem FX		PO Box 5729			Carol Stream	IL	60197-5729	
CCS Medical		1505 LBJ Freeway	Suite 600		Farmers Branch	TX	75234	
CCW Recovery Solutions		4 Mount Ephraim Road	Tunbridge Wells		Kent		TN1 1EE	UK
CDW Direct		PO Box 75723			Chicago	IL	60675-5723	
Cecilio Gomez		3136 Flowerdale Ln			Dallas	TX	75229	
Centaurus Financial, Inc.		2300 E. Katella Ave	Suite 200		Anaheim	CA	92806	
Center for Financial Professionals Ltd	c/o CFP Events, Suite 68	The Maltings, Roydon Road	Stanstead Abbots		Herts		SG12 8HG	UK
Center Street Securities, Inc.		2740 Old Elm Hill Pike	Ste 201		Nashville	TN	37214	
Centerpoint Advisors		301 Commerce St Ste 1750			Fort Worth	TX	76102	
Centerpoint Builders		5339 Alpha Rd Ste 250			Dallas	TX	75240	
CENTRAL REPRODUCTION COMPANY		PO BOX 131971			Dallas	TX	75313	
Centroid		1050 Wilshire Dr.	Ste #170		Troy	MI	48084	
Centroid		900 Wilshire Dr.	Ste. #273		Troy	MI	48084	
CERA	Accounts Receivable	Department 55 Cambridge Pkwy			Cambridge	MA	02142	
Certified Moving & Storage Company		286 Madison Avenue			New York	NY	10017	
Certified Process Servers, Inc.		PO Box 496508			Garland	TX	75049-6508	
Certified Staffing Solutions		66 Orange Street, 3rd FL			Providence	RI	02903	
Cetera Advisor Networks LLC	Attn STS	200 N. Sepulveda Blvd, Ste 1300			El Segundo	CA	90245	
Cetera Advisor Networks LLC	c/o Legacy Advisor, C. Tabaka	2450 Rimrock Rd, Ste 203			Madison	WI	53713	
Cetera Financial Group	c/o Due Diligence Dept	200 N. Sepulveda Blvd, Ste 1200			El Segundo	CA	90245	
Cezar AV, Inc.		393 Upland Avenue			Yonkers	NY	10703	
CFA Society Los Angeles		520 S. Grand Ave	Ste 370		Los Angeles	CA	90071	
CFALA		520 S. Grand Ave.	Ste 655		Los Angeles	CA	90071	
CFA-SW	Attn Scott Woodward	UHY, LLP	1717 Main Street		Dallas	TX	75201	
CFO & CONTROLLER ALERT		370 TECHNOLOGY DR	PO BOX 3019		Malvern	PA	19355	
Chad Clark		6902 Thorncliff Dr	Apt A		Austin	TX	78731	
CHAD SCHRAMEK		3005 VIDALIA			Plano	TX	75025	
Chakheeva, Svetlana		Address Redacted						
CHAMBERS, TRACIE		Address Redacted						
CHAN, WING FUNG WILLY		Address Redacted						
CHANCERY ST JAMES PLC		5 ST JAMESs SQUARE			London		SW1Y 4SJ	UK
Chang, Frederic		Address Redacted						
Chang, Lewis		Address Redacted						
Chapline, Thomas		Address Redacted						
Charitable DAF Fund GP, LLC	Grant Scott	4140 Park Lake Avenue	Suite 600		Raleigh	NC	27612	
Charitable DAF Fund, L.P.	Grant Scott	4140 Park Lake Avenue	Suite 600		Raleigh	NC	27612	
Charles Byrne		161 Main Street			Hingham	MA	02043	
Charles Geraci		10077 Grogans Mill Rd, Ste 303			The Woodlands	TX	77380	
CHARLES GREGOR		132 E 43rd ST	No 634		New York	NY	10017	
Charles Rice		2818 White Oak Drive			Grand Prairie	TX	75052	
Charles River Associates		PO Box 845960			Boston	MA	02284-5960	
Charles Schwab & Co., Inc.		211 Main Street	MS SF-211MN-08-434		San Francisco	CA	94105	
Charley Krause		129 Melrose Place			Ridgewood	NJ	07450	
Charlie Maynard		CCM Associates 1033 Colina Dr			Villa Hills	KY	41017	
Charter Finan. Publishing Network, Inc.		PO Box 7550			Shrewsbury	NJ	07702-7550	
Chase Bank of Texas, N.A.		600 Travis Street	8th Floor	Global Trust Services	Houston	TX	77002	
CHASE COURIERS, INC		1002 N. Central Expressway #495			Richardson	TX	75080	
CHASE COURIERS, INC		1002 N CENTRAL EXPWY, #229			Richardson	TX	75080	
CHASE COURIERS, INC		1220 Champion Circle	No 114		Carrollton	TX	75006	
Chase Miller		5165 CR 2013			Glen Rose	TX	76649	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Chatham Worth		2607 Brenner Drive			Dallas	TX	75220	
CHAVARRIAGA, MAURICIO		Address Redacted						
CHEMICAL DATA		2900 N LOOP WEST	STE 830		Houston	TX	77092	
CHEMICAL MARKET ASSOCIATES, INC		PO BOX 974416			Dallas	TX	75397-4416	
Chen, Bryan		Address Redacted						
Chen, Jonathan C.		Address Redacted						
Cherith Harrison		5112 Wapakuneta Road			Bethesda	MD	20816	
Chet Paipanandiker		5022 Purdue Ave			Dallas	TX	75209	
Chetan Aras		12 Union St.			Needham	MA	02494	
Chi Un Chun		72-1202 Hanyang Apt.	Apgujeong Dong		Seoul			REPUBLIC OF KOREA
Chick-fil-A		1201 Elm Street	LL06		Dallas	TX	75270	
Chick-fil-A		12120 Inwood Road			Dallas	TX	75244	
CHILDRENs SEEK CAMP		Cory Cheat	3624 Long Prairie Rd. Ste #101		Flower Mound	TX	75022	
CHIRAG PANCHOLI		10101 MINBURN ST			Great Falls	VA	22066	
CHISM, CARTER		Address Redacted						
Chisum, Naomi		Address Redacted						
Choi, Jae Young		Address Redacted						
CHOI, YUN S.		Address Redacted						
CHOICE INVESTMENTS, INC		4800 BEE CAVE ROAD			Austin	TX	78746	
Chris Carrillo		6505 Rhea Ave			Reseda	CA	91335	
CHRIS COLVIN		2200 RIVERFRONT DR	APT 7306		Little Rock	AR	72202	
CHRIS CRAWSHAW		2407 N LAKE RIDGE CR			Wichita	KS	67205	
CHRIS EGER		51 W 15th ST	UNIT E2		Chicago	IL	60605	
Chris Gautier		2217 Ivan St.	Apt 812		Dallas	TX	75201	
Chris Hakemack		428 E 83rd St, Apt 2F			New York	NY	10028	
Chris Hylen		6047 Shallows Way			Naples	FL	34109	
Chris Jackson		3079 W Davencourt Loop			Lehi	UT	84043	
Chris Lombardi		540 West Ave. # 1212			Miami Beach	FL	33139	
Chris Malone		7208 N Sooner Road			Oklahoma City	OK	73141	
Chris Miller		106 Mix Lane	PO Box 777		Long Lake	NY	12847	
Chris Saehler		1112 Pontiac Street			Denver	CO	80220	
Chris Sullivan		26674 W. Greentree Ct.			Olathe	KS	66061	
Christian & Small LLP		505 N 20th Street, Suite 1800			Birmingham	AL	35203-2696	
Christian Carrillo		30 Avenue at Port Imperial	APT 306		West New York	NJ	07093	
Christian MacCaron		805 N. Crescent Heights Blvd			Los Angeles	CA	90046	
Christina Dandar		1700 Cedar Springs	Apt 1505		Dallas	TX	75202	
Christina Seaman		6334 Monticello Ave			Dallas	TX	75214	
Christine Hedrick		13435 Pennsylvania Court			Kansas City	MO	64145	
Christine Ragnauth		12236 Jupiter Rd			Dallas	TX	75218	
Christopher Courbier		Merrill Lynch	4 World Financial Center, Fl 30		New York	NY	10080	
CHRISTOPHER EGER		51 W 15th ST	UNIT E2		Chicago	IL	60605	
Christopher Halpin		9656 Rockpoint Court			Dallas	TX	75238	
CHRISTOPHER NILSEN		244 FIFTH AVE	STE 200		New York	NY	10001	
CHRISTOPHER PITTMAN		4078 CREEKDALE DR			Dallas	TX	75229	
Christopher Rossi		11549 Riding Trail			Concord	OH	44077	
Chronicle of Higher Education		PO Box 1955			Marion	OH	43306-8055	
Chronicle of Philanthropy	Attn Subscription Department	PO Box 1989			Marion	OH	43306-8089	
Chuck Hoar		50 Fieldstreet Drive			Mansfield	MA	02048	
Chuck McQueary		509 Coyote Rd			Roanoke	TX	76262	
Church, Daniel		Address Redacted						
CIGNA HEALTHCARE		5476 COLLECTIONS CENTER DR			Chicago	IL	60693-0547	
CIGNA HEALTHCARE		CGLIC-Chicago	5476 Collections Center Dr		Chicago	IL	60693-0547	
CIRCLE B		3536 MILLER PARK			Garland	TX	75042-7519	
CISCO Capital		File No. 73226	PO Box 60000		San Francisco	CA	94160-3230	
Cisco WebEx, LLC		16720 Collections Center Dr			Chicago	IL	60693	
Cision US Inc.		PO Box 842869			Boston	MA	02284-2869	
CIT TECHNOLOGY	Attn CUSTOMER SERVICE	PO BOX 550599			Jacksonville	FL	32255-0599	
Citibank, N.A.	Doug Warren	390 Greenwich Street	4th Floor		New York	NY	10013	
CITICORP VENDOR FINANCE		PO BOX 7247-0118			Philadelphia	PA	19170-0118	
Citizens of Georgia Power	Attn Stephen Kin, Bin #63031	7825 River Road			Waynesboro	GA	30830	
Citrix Online, LLC		7414 Hollister Avenue			Goleta	CA	93117	
City of Dallas		1500 Marilla Street	2D South		Dallas	TX	75201	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
City of Dallas		City Hall 1AN			Dallas	TX	75277	
City of Dallas		City Hall, 2D South			Dallas	TX	75277	
City of Dallas	City of Dallas	Security Alarms	P.O. Box 139076		Dallas	TX	75313-9076	
City of Surprise		16000 N. Civic Center Plaza	Stormwater Division		Surprise	AZ	85374-7470	
Civic Research Institute		4478 US Route 27 PO Box 585			Kingston	NJ	08528	
CJ Peng		3359 Keenland Rd			Marietta	GA	30062	
CL McDade & Company		PO Box 702565			Dallas	TX	75370	
Claraphi Advisory Network		25301 Cabot Rd	Suite 203		Laguna Hills	CA	92653	
CLARITY IN NUMBERS, LLC		141 West Jackson Blvd, Suite 300A			Chicago	IL	60604	
Clark Hill Strasburger		901 Main Street	Suite 6000		Dallas	TX	75202	
Clark, James		Address Redacted						
Clark, Stetson		Address Redacted						
Classic Legal Document Services, Inc.		1717 Main Street, Suite 2280			Dallas	TX	75201	
Claudia C Pleitez		1636 Nokomis Ave			Dallas	TX	75224	
Claudia Pleitez		1636 Nokomis Ave			Dallas	TX	75224	
CLAY CALLAN		1604 Leeward Lane			Plano	TX	79093	
Clayton Coleman		563 Savannah Drive			Walton	KY	41094	
Clearwell Systems, INC.		441 Louge Ave			Mountain View	CA	94043	
Cleary Gottlieb Steen & Hamilton LLP		One Liberty Plaza			New York	NY	10006-1470	
Clerk of the Municipal Courts		2014 Main Street			Dallas	TX	75201	
CLERK, SUPREME COURT		PO BOX 149335			Austin	TX	78714-9335	
ClickDimensions, LLC		5901 Peachtree Dunwoody Rd., Ste B500			Atlanta	GA	30328	
Client One Securities, LLC		11460 Tomahawk Creek Parkway	Suite 100		Leawood	KS	66211	
Clientwise LLC		487 East Main Street	Suite 303		Mount Kisco	NY	10549	
Clifford Chance		31 West 52nd Street			New York	NY	10019	
Clifford Chance		PO Box 7247-6805			Philadelphia	PA	19170-6805	
CLINT GILCHRIST		13455 NOEL RD	STE 800		Dallas	TX	75240	
Clint Swisher		4201 Dundee Lane			Plano	TX	75093	
CLO Holdco, Ltd.	Grant Scott, Esq.	Myers Bigel Sibley & Sajovec, P.A.	4140 Park Lake Ave, Ste 600		Raleigh	NC	27612	
CM Murray LLP		37th Floor	One Canada Square, Canary Wharf		London		E14 5AA	UK
CMGRP, Inc.		1717 Main St, Ste 1600			Dallas	TX	75201	
CMGRP, Inc.		PO Box 74008263			Chicago	IL	60674-8263	
CMS BondEdge		PO Box 98616			Chicago	IL	60693	
CNBC LLC	c/o Legal Dept, Attn Janet Williams	900 Sylvan Avenue			Englewood Cliffs	NJ	07632	
Coastal Equities Inc.		1201 N. Orange Street	9th Floor		Wilmington	DE	19801	
Coates Analytics		PO Box 371685			Pittsburgh	PA	15251-7685	
COBURN, JASON		Address Redacted						
COBURN, JASON M		Address Redacted						
Coch, Trevor		Address Redacted						
Cockle Printing Co		2311 Douglas St			Omaha	NE	68102	
COCVAC		BOX 399			Clark Mills	NY	13321	
Cohen & Company, Ltd		PO BOX 94787			Cleveland	OH	44101-4787	
Cohen, Jeffrey		Address Redacted						
Coheso, Inc.		5870 Stoneridge Mall Rd.	Suite 207		Pleasanton	CA	94588	
Colbert, Kenneth T.		Address Redacted						
ColdFusion Ice		4901 Saint Lawrence Road			Fort Worth	TX	76103	
Cole Schotz		Court Plaza North	25 Main Street	P.O. Box 800	Hackensack	NJ	07602-0800	
Cole Schotz	Michael D. Warner, Esq.	Cole Schotz Meisel Forman & Leonard	301 Commerce Street, Suite 1700		Fort Worth	TX	76102	
Cole, Nathan		Address Redacted						
Coleman Research Group, Inc.		120 West 45th St	25th Floor		New York	NY	10036	
Coleman, Clayton		Address Redacted						
Collas Crill	Attn Stephen Leontsinis	Floor 2, Willow House	Cricket Square PO Box 709		Grand Cayman		KY1-1107	Cayman Islands
Collins Building Services, Inc		Court Square Place, 24-01 44th Rd	15th Fl		Long Island City	NY	11101	
Collins Legal Video Service		1700 Pacific Ave	Suite 2410		Dallas	TX	75201	
Collins Realtime Reporting		1700 Pacific Ave	Suite 2410		Dallas	TX	75201	
COLLINS, BRIAN		Address Redacted						
Colm McDermott		18 Coventry Ln			Riverside	CT	06878	
Colonial Surety Company		123 Tice Boulevard, Suite 250			Woodcliff Lake	NJ	07677	
Colorado Department of Revenue		Colorado Department of Revenue			Denver	CO	80261	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Colorado State Treasurer		Colorado DEPT of Regulatory Agencies	1560 Broadway, Suite 900		Denver	CO	80202-5150	
ColorMark, L.C.		1840 Hutton Dr	Bldg 208		Carrollton	TX	75006	
COLUMN A		268 BUSH ST #3839			San Francisco	CA	94104	
Colvin Resources Group		4141 Blue Lake Circle Ste 158			Dallas	TX	75244	
COLVIN, CHRISTOPHER		Address Redacted						
COLVIN, MICHAEL		Address Redacted						
Commercial Ideas, LLC		4300 N Central Expressway			Dallas	TX	75206	
COMMERCIAL MORTGAGE ALERT		5 MARINE VIEW PLAZA # 301			Hoboken	NJ	07030-5795	
Commercial Mortgage Securities Assoc.		30 Broad St, 28 th Floor			New York	NY	10004-2304	
Commissioner of Revenue Services		DEPARTMENT OF REVENUE SERVICES	PO BOX 2936		Hartford	CT	06104-2936	
Commissioner of Securities, State of LA		Office of Financial Institutions	8660 United Plaza Boulevard, 2nd Floor		Baton Rouge	LA	70809	
COMMISSIONER OF TAXATION AND FINANCE		NYS ASSESSMENT RECEIVABLES	PO BOX 4127		Binghamton	NY	13902-4127	
Commodity Futures Trading Commission		Three Lafayette Centre	1155 21st Street, NW		Washington	DC	20581	
Common Grace Ministries		3800 Commerce #217			Dallas	TX	75226	
Commonwealth Financial Network	C/O Accounting	29 Sawyer Rd.			Waltham	MA	02453	
COMMONWEALTH OF MASSACHUSETTS		MASSACHUSETTS DEPT OF REVENUE	PO BOX 7065		Boston	MA	02204-7065	
COMMONWEALTH OF MASSACHUSETTS		PO Box 419272			Boston	MA	02241-9272	
COMMONWEALTH OF MASSACHUSETTS		Securities Division	1 Ashburton Place, Room 1701		Boston	MA	02108	
Communities Foundation of Texas, Inc.	Attn Marcia Godwin 5500	Caruth Haven Lane			Dallas	TX	75225-8146	
Communities in Schools of North Texas		PO Box 295543			Lewisville	TX	75029-5543	
Community Beer Company		1530 Inspiration Drive	Suite 200		Dallas	TX	75207	
Community Partners of Dallas		1215 Skiles Street			Dallas	TX	75204	
COMPASS BANK OPERATING		PO BOX 630020			Dallas	TX	75263-9720	
Compass Lexecon		332 South Michigan Ave			Chicago	IL	60604-4397	
Compass Lexecon		PO Box 630391			Baltimore	MD	21263-0391	
Compass Lexecon LLC		PO Box 418005			Boston	MA	02241-8005	
COMPETITIVE LOGISTICS LLC		53 PERIMETER CENTER E	STE 201		Atlanta	GA	30346	
Complete Coherence Ltd		Newton House, Suite B	Newton Lane		Romsey, Hants		SO51 8LE	UK
Complete Fitness Outfitters		PO Box 1237			Atoka	OK	74252	
Complete Legal, Ltd		1201 Elm St.	Suite 2560		Dallas	TX	75270	
Compliance Science, Inc.		875 Avenue of the Americas	12th Floor		New York	NY	10001	
Compliance Search Group		1001 Avenue of the Americas	Suite 2401		New York	NY	10018	
Compliance Search Group		450 Seventh Ave	Suite 1409		New York	NY	10123	
Comptroller of Maryland		Revenue Administration Division	110 Carroll Street		Annapolis	MD	21411-0001	
Comptroller of Public Accounts		PO Box 149348			Austin	TX	78714	
Compuforms Data Products, Inc.		PO Box 101536			Fort Worth	TX	76185-1536	
Compulink Technologies, Inc.		214 West 29 Street	Suite 201		New York	NY	10001	
Computershare		14257 Collection Ctr Dr			Chicago	IL	60693	
Computershare		16750 Collection Ctr Dr			Chicago	IL	60693	
Computershare Trust Company, N.A.		PO BOX 43078			Providence	RI	02940-3078	
Comsys Services, LLC		PO Box 60260			Charlotte	NC	28260	
Concord Marketing Solutions		2000 Bloomingdale Road			Glendale Heights	IL	60139	
Concorde Holdings, Inc.		1120 East Long Lake Rd	Suite 207		Troy	MI	48085	
Concorde Investment Services		1120 East Long Lake Road	Ste 207		Troy	MI	48085	
Concur Technologies, Inc.		18400 NE Union Hill Road			Redmond	WA	98052	
Concur Technologies, Inc.		62157 Collections Center Drive			Chicago	IL	60693	
Conference Plus, Inc		8153 Solutions Center			Chicago	IL	60677-8001	
Conference Room AV		13601 W McMillan Rd	Suite 102-277		Boise	ID	83713	
Conga		P.O. Box 7839			Broomfield	CO	80021	
ConnectAndSell, Inc		856 Rand St.			San Mateo	CA	94401	
Connected Software		PO Box 29			West Newbury	MA	01985	
Connecticut Department of Banking		Securities & Business Invest Division	260 Constitution Plaza		Hartford	CT	06103	
CONNER, PATRICK		Address Redacted						
Connex Systems, Inc.		2033 Chenault Drive, Suite 150			Carrollton	TX	75006	
CONNIE MILTENBERGER		127 KENDALL BLUFF COURT			Chesterfield	MO	63017	
Connolly Bove Lodge & Hutz LLP		1007 North Orange St			Wilmington	DE	19899	
Connolly Gallagher LLP		1201 North Market Street	20th Floor		Wilmington	DE	19801	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Connolly, James		Address Redacted						
Connor White		217 W 71 Street	Apt 5R		New York	NY	10023	
Conseco Life Insurance Company		PO Box 105383			Atlanta	GA	30348-5883	
CONSOLIDATED GENERAL LIFE INSURANCE CO		4245 N CENTRAL EXPWY	STE 500		Dallas	TX	75205	
Context Summits LLC		401 City Avenue	Suite 815		Bala Cynwyd	PA	19004	
Continental Court Reporters, Inc.		2777 Allen Parkway, Suite 600			Houston	TX	77019-2166	
Continental Office Group, LLC		PO Box 132			Wylie	TX	75098	
ConvergeOne, Inc.		NW 5806	PO Box 1450		Minneapolis	MN	55485-5806	
Conway, Jacob		Address Redacted						
CONYERS DILL & PEARMAN		CLARENDON HOUSE 2	CHURCH STREET		Hamilton		0HM11	BERMUDA
Cooke Young Kiedan	Philip Young	21 Lombard St			London		EC3V 9AH	UK
Cooke, Brad		Address Redacted						
COOLTECH AIR CONDITIONING LTD		530 LONDON ROAD	Stanwell		Ashford		TW15 3AE	UK
COOPER LEVENSON APRIL NIEDELMAN		1125 ATLANTIC AVE			Atlantic City	NJ	08401	
Copy Sense		121 E. 8th	Ste 100B		Austin	TX	78701	
Copy Solutions		2001 Bryan St	Suite 1935		Dallas	TX	75201	
CopyPLEX		400 Tri-State Bldg 432 Walnut St			Cincinnati	OH	45202	
Copyright Clearance Center		222 Rosewood Dr			Danvers	MA	01923	
Copyright Clearance Center		PO Box 843006			Boston	MA	02284-3006	
CORAL EQUITY PARTNERS		28 Innisbrook Ave			Las Vegas	NV	89113	
CORCORAN, KIMBERLY		Address Redacted						
CORE Staffing Services, Inc.		40 Wall Street	16th Floor		New York	NY	10005	
Corinne Durand		142 North 5th Street # 4R			Brooklyn	NY	11211	
CORNELIUS, WILLIAM		Address Redacted						
Corner Bakery		CB Catering 91 PO Box 844288			Dallas	TX	75284-4288	
Cornerstone Healthcare Group Holding Inc	David Smith	3030 Ross Avenue	Suite 5400		Dallas	TX	75201	
Cornerstone Macro LLC		650 Fifth Avenue	21st Floor		New York	NY	10019	
Cornerstone Restructuring LLC		1125 Maxwell Ln	Suite 1010		Hoboken	NJ	07030	
CornerStone Staffing		PO Box 909			Grapevine	TX	76099	
CORPORATE COFFEE SYSTEMS		745 SUMMA AVE			Westbury	NY	11590	
CORPORATE EXPRESS INC		PO BOX 71217			Chicago	IL	71217	
Corporate Expressions		11 Blackberry Ln.			Norwalk	CT	06850	
Corporate Golf		604 West Morgan St Ste 202			Durham	NC	27701	
Corporate Green		PO Box 820725			Dallas	TX	75382	
Corporate Interiors Inc.		PO Box 709			Frisco	TX	75034-0709	
Corporate Montage		5858 Westheimer Rd	Suite 115		Houston	TX	77057	
Corporate Search Partners		6116 N Central Expwy Ste 406			Dallas	TX	75206	
Corporate Source Ltd		1505 Oak Lawn Ave	Suite 300		Dallas	TX	75207	
Corporate Source Ltd		2651 N Harwood Ste 260			Dallas	TX	75201	
Corporate Source Ltd		Lockbox 671236			Dallas	TX	75267-1236	
Corporate Strategies by SkillPath		6900 Squibb Rd			Mission	KS	66202	
Corporate Strategies by SkillPath		PO Box 803839			Kansas City	MO	64180-3839	
Corporate Transportation Group		335 Bond St			Brooklyn	NY	11231	
Corporation Service Company		PO BOX 13397			Philadelphia	PA	19101-3397	
Cory McCallum		5690 Lake Forrest Drive			Atlanta	GA	30339	
COSMOPOLITAN GLASS		307 DAIBES CT			Edgewater	NJ	07020	
Costal Equities Inc.		1201 N. Orange Street	9th Floor		Wilmington	DE	19801	
CoStar Realty Information, Inc.		PO Box 791123			Baltimore	MD	21279-1123	
Cotton, Austin		Address Redacted						
Coughlin, William		Address Redacted						
Coughlin, William A.		Address Redacted						
Counsel Press LLC		PO Box 1053			New York	NY	10018-9998	
CounselWorks LLC		477 Madison Avenue	Suite 740		New York	NY	10022	
COURIERS INC		225 MILLWELL DR			Maryland Heights	MO	63043	
Cournoyer, Timothy		Address Redacted						
Courthouse Digital Video		PO BOX 630483			Irving	TX	75063	
Courtlandt Securities Corporation		PO Box 11929			Newport Beach	CA	92658	
COURTNEY ORENT		13455 NOEL RD	STE 800		Dallas	TX	75240	
Courtroom Intelligence, Inc.		1219 West University Blvd			Odessa	TX	79764	
Courtroom Intelligence, Inc.		620 N Grant	Suite 512		Odessa	TX	79761	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Covenant Review LLC		230 Park Ave, Suite 812			New York	NY	10169	
Covenant Review LLC		708 Third Ave	6th Floor		New York	NY	10017	
COVERT INVESTIGATIVE SERVICES		PO BOX 67			Lewisville	TX	75057	
COVITZ, HUNTER		Address Redacted						
Cowen and Company, LLC		Finance Group - 21st Floor	599 Lexington Avenue		New York	NY	10022	
Cowie, Jason		Address Redacted						
COX, BRIAN		Address Redacted						
COZEN O CONNER ATTORNEYS		W1385	PO BOX 7777		Philadelphia	PA	19175-0775	
CP EATON PARTNERS, LLC		131 ROWAYTON AVE			Rowayton	CT	06853	
Craig and Macauley Professional Corp.		600 Atlantic Ave			Boston	MA	02210	
Crain Communications Inc.		1155 Gratiot Ave			Detroit	MI	48207-2732	
Crain Communications Inc.		16309 Collection Center Dr.			Chicago	IL	60693	
Cranellis		10047 Park Meadows Dr			Lone Tree	CO	80124	
CRE ADVISORS, LLC		PO BOX 2302			Addison	TX	75001	
Creative Meetings & Incentives		2405 Mill Plain Rd			Fairfield	CT	06824	
CREATIVE PRINTING		311 N STEMMONS	STE 400		Dallas	TX	75207	
CREDIT SUISSE		11 MADISON AVE, 26TH FLR	AARON OVEDIA		New York	NY	10010	
CREDIT SUISSE		700 College Road East			Princeton	NJ	08540	
CREDIT SUISSE	Attn JUDY HARNETT	11 MADISON AVE, 11TH FLR			New York	NY	10010	
Creditflux		63 Clerkenwell Rd			London		EC 1M- 5NP	UK
Crescent Asset Managment		1440 Broadway	17th flr		New York	NY	10018	
Crescent Partners, LLC		1440 Broadway	17th floor		New York	NY	10018	
Crescent Research		PO Box 64-3622			Vero Beach	FL	32964	
Crescent TC Investors LP		200 Crescent Ct	Suite 250		Dallas	TX	75201	
Crescent TC Investors LP		PO Box 841772			Dallas	TX	75284-1772	
CREST, DAVID		Address Redacted						
Cris Rodriquez		5165 CR 2013			Glen Rose	TX	76649	
Crisostomo, Norm		Address Redacted						
Critical Electric Systems Group, LLC		704 Central Pkwy East	No 1200A		Plano	TX	75074	
CROSS 3 LLC		7324 ELDRED AVE, NE			Rockford	MI	49341	
Crosson Dannis, Inc.		8150 N. Central Expressway, Suite 950			Dallas	TX	75206	
Crossroads Audio, Inc.		2623 Myrtle Springs Avenue			Dallas	TX	75220	
Crowe Dunlevy		324 N. Robinson Avenue	Suite 100		Oklahoma City	OK	73102	
Crowell & Moring		1001 Pennsylvania Ave NW			Washington	DC	20004-2595	
CROWELL, LEONARD		Address Redacted						
Crown Capital Securities, L.P.		725 Town & Country Rd	Suite 530		Orange	CA	92868	
CRT CAPITAL GROUP, LLC		262 HARBOR DR			Stamford	CT	06902	
CSC		PO Box 13397			Philadelphia	PA	19101-3397	
CSI e-Discovery Services, LLC		4950 N. OConnor Rd.	Suite 152		Irving	TX	75062	
CSI Global Deposition Services	Accounting Dept-972-719-5000	4950 N. OConnor Rd, 1 st Fl			Irving	TX	75062-2778	
CSI Litigation Psychology, LLC		4950 North OConnor Rd.	Corporate Plaza 1, First Floor		Irving	TX	75062	
CSS Medical Inc.	Steve Saft	14255 49th Street North	Suite 301		Clearwater	FL	33762	
CT Corporation System	Attn Michael E Jones	350 N. St. Paul Street, Ste. 2900			Dallas	TX	75201	
CT Corporation System	C/O STEPHANIE WATTS-DARTY	DALLAS CORPORATE TEAM 2	350 North St. Paul St.		Dallas	TX	75201	
CT Corporation System		PO Box 4349			Carol Stream	IL	60197-4349	
CT Lien Solutions		Lockbox 200824			Houston	TX	77216	
CT Lien Solutions		PO Box 301133			Dallas	TX	75303	
CTRL+V Inc.		251 Union St.			Lawrence	NY	11559	
Culinaire International	Attn Catering Dept	2943 SMU Blvd			Dallas	TX	75205	
CULLEN ESTATE TRUST		601 JEFFERSON ST STE 4000			Houston	TX	77002-7913	
Cummings Bay Capital Management, LP		13455 Noel Rd, Ste 800			Dallas	TX	75240	
CUNNINGHAM, BRITTNEY		Address Redacted						
CurAlea Associates LLC		12 Roszel Road	Suite B102		Princeton	NJ	08540	
Cushman & Wakefield of Arizona, Inc.		2555 East Camelback Road, Ste 400			Phoenix	AZ	85016	
CUSIP		55 Water Street	43rd Floor		New York	NY	10041	
CUSIP Global Services		33356 Collection Center Dr			Chicago	IL	60693-0333	
CUSIP Service Bureau		2542 Collection Center Drive			Chicago	IL	60693	
CUSIP Service Bureau		PO Box 19140A			Newark	NJ	07195-0140	
CUSIP Service Bureau		Standard and Poors	2542 Collection Center Drive		Chicago	IL	60693	
CUSTOM BOOK BINDERY, INC.		9 SHERIDAN AVE			Clifton	NJ	07011	
Custom Headsets of Dallas		5949 W Hwy/ 175			Kaufman	TX	75142	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CVE Technologies Group Inc.		1414 S. Gustin Rd.			Salt Lake City	UT	84104	
CW PARTNERS LLC		2811 MCKINNEY AVE	STE 214		Dallas	TX	75204	
CYNTHIA HULL		9935 HICKORY CROSSING			Dallas	TX	75243	
CYNTHIA VALLES		3235 PARKSIDE PLACE #2H			BRONX	NY	10467	
CYRUS SPURLINO REVOCABLE TRUST		7214 N MOBLEY RD			Odessa	FL	33556-2303	
Cystic Fibrosis Foundation		7506 E Independence Blvd #120			Charlotte	NC	28227	
Cystic Fibrosis Foundation		Northeast Texas Chapter	3102 Maple Ave, Ste 120		Dallas	TX	75201	
Cystic Fibrosis Foundation		NE Texas/Fort Worth Chapter	3840 Hulen St, Suite 600		Fort Worth	TX	76107	
CZG Dynamics Associates		14 Penn Plaza, Suite 1712			New York	NY	10122	
D Magazine		4311 Oak Lawn Ave Ste 100			Dallas	TX	75219-9701	
D Magazine		750 North St. Paul Street	Suite 2100		Dallas	TX	75201	
D&S Enterprises		10703 Sweetwater Drive			Frisco	TX	75035	
D. Alan Bowlby		PO Box 1067			Addison	TX	75001	
D. Allan Bowlby & Associates, Inc		PO BOX 1067			Addison	TX	75001	
D.F. King & Co, Inc.		48 Wall Street			New York	NY	10005	
D.H. Hill Securities, LLLP		1543 Green Oak Place	Ste 100		Kingwood	TX	77339	
DAETSCH, MOLLY		Address Redacted						
DALE BEHM		38211 BOGERT TRAIL			Palm Springs	CA	92264	
Dale Frey		24293 Running Deer Rd			Conifer	CO	80433-6923	
Dallas A&M Club	Attn Mike Henderson	4303 Glenwick			Dallas	TX	75205	
Dallas AfterSchool Network		2902 Swiss Avenue			Dallas	TX	75204	
Dallas Area Habitat for Humanity		House Party	PO Box 700924		Dallas	TX	75370	
Dallas Art & Design		3617 Fairmount St Ste 101			Dallas	TX	75219	
Dallas Bar Association		2101 Ross Ave			Dallas	TX	75201	
Dallas Basketball Ltd.		1333 N Stemmons Fwy	Ste 105		Dallas	TX	75207-3722	
Dallas Business Journal		PO Box 840190			Dallas	TX	75284-0190	
Dallas CASA		2757 Swiss Avenue			Dallas	TX	75204	
Dallas Challenge		7777 Forest Lane	Suite C-410		Dallas	TX	75203	
DALLAS CHAPTER TEI		901 MAIN ST	69TH FLR, BANK AMERICA PLAZA		Dallas	TX	75202	
DALLAS CHAPTER TEI	Attn Sharon Langlotz	Cash America International, Inc	1600 West 7th St		Ft. Worth	TX	76102-6803	
DALLAS CHAPTER TEI		PO BOX 961101	BNSF RAILWAY COMPANY, SCOTT RYNEARSON		Fort Worth	TX	76161-1101	
Dallas Childrens Advocacy Center	Attn Stepheni Jordan	5351 Samuell Blvd			Dallas	TX	75228	
Dallas Childrens Theater	Attn Michael Gonzales	5938 Skillman			Dallas	TX	75231	
Dallas Committee on Foreign Relations		4925 Greenville Avenue	Suite 1025		Dallas	TX	75206-4092	
Dallas Contemporary, MTV	Attn Hannah Fagadau	161 Glass Street			Dallas	TX	75207	
Dallas County Republican Party		10100 N Central Exprwy	Ste 175		Dallas	TX	75231	
Dallas County Tax Office		PO Box 139033			Dallas	TX	75313-9033	
Dallas Courier Service, Inc.		PO Box 833583			Richardson	TX	75083	
DALLAS DUCKS UNLIMITED		400 TURTLE CREEK CENTER	3811 TURTLE CREEK BLVD	SCOTT WEBER	Dallas	TX	75219	
Dallas Employment Services		8150 N Central Espressway	Suite 675		Dallas	TX	75206	
Dallas Gigs LLC	Attn Eddie Parker	PO Box 225423			Dallas	TX	75222	
Dallas Glass & Door Company, Ltd		PO Box 440			Fate	TX	75132	
Dallas Hispanic Firefighters Association		703 McKinney Ave	Suite 201		Dallas	TX	75202	
DALLAS HR		4100 SPRING VALLEY RD	STE 300		Dallas	TX	75244	
Dallas Jewish Community Foundation		One Hillcrest Green	12700 Hillcrest Rd, Suite 201		Dallas	TX	75230	
Dallas Junior Chamber of Commerce Found.		PO Box 130721			Dallas	TX	75313	
Dallas Kid to Do	Attn Megan Harrison	650 South R.L. Thornton Freeway			Dallas	TX	75203-3013	
Dallas Landscape Lighting		2026 Midlake Rd			Dallas	TX	75205	
Dallas Museum of Art		1717 North Harwood			Dallas	TX	75201	
DALLAS PETROLEUM CLUB		2200 ROSS AVE	LB 171		Dallas	TX	75201-2799	
DALLAS POLICE AND FIRE		THE VICTOR LAZADA MEMORIAL FUND	7474 FERGUSON RD		Dallas	TX	75228	
Dallas Police Department	Alarm Permit Compliance Unit	PO Box 840186			Dallas	TX	75284-0186	
Dallas Producers Club	c/o J. Patrick Collins	3131 McKinney Ave, Ste 430			Dallas	TX	75204	
Dallas Regional Chamber	Attn Finance	500 North Akard St, Suite 2600			Dallas	TX	75201	
Dallas Security Systems, Inc.		PO Box 550939			Dallas	TX	75355-0939	
Dallas Stars		2601 Avenue of the Stars			Frisco	TX	75034-9089	
Dallas Summer Musicals, Inc.		PO Box 710336			Dallas	TX	75371-0336	
Dallas T-Shirt Company		2626 Manana Dr	Suite A		Dallas	TX	75220	
Dallas Urban Debate Alliance		PO Box 670564			Dallas	TX	75367	
Dallas Wildcat Committee	Attn Barbara Johnston	2200 Ross Ave, Suite 4150E			Dallas	TX	75201	
Dallas Womens Foundation		8150 North Central Expwy Suite #110			Dallas	TX	75206	
Dallas Youth Council		PO Box 793604			Dallas	TX	75379	
Dallas Zoological Society		650 South RL Thorton Fwy			Dallas	TX	75203-3013	
Damage Recovery		PO Box 801770			Kansas City	MO	64180	
DAMC	Attn CARL BAGGETT	NORCOM CAPITAL	15770 N DALLAS PKWY		Dallas	TX	75248	
DAMERIS, THEODORE		Address Redacted						

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
DAMEWARE DEVELOPMENT		241 MORNINGSIDE DR			Mandeville	LA	70448	
Dan Drabinski		4100 Purdue Avenue			Dallas	TX	75225	
Dan Subach		79 N. Misty Morning Trace			Spring	TX	77381	
Dana Driensky		11840 Donroe Lane			Dallas	TX	75218	
DANAHY, BRIAN		Address Redacted						
DANAHY, BRIAN J.		Address Redacted						
DANDAR, CHRISTINA		Address Redacted						
Daniel Church		1728 Shadow Forest Dr.			Charlotte	NC	28105	
Daniel J Edelman, Inc		JPMorgan Chase Bank, NA	21992 Network Place		Chicago	IL	60673	
Daniel Kaplan Associates LLC		55 Madison Ave, 4th Flr			Morristown	NJ	07960	
Daniel Moisio		PO Box 6310			Austin	TX	78762	
Daniel N. Shaviro		65 Charles Street			New York	NY	10014	
Daniel Ranson		5040 Windleigh Place			Saint Louis	MO	63128	
Daniel Riedler		744 PIER AVE #4			Santa Monica	CA	90405	
Daniel Sexton		2322 N. Clark Ave	Apt 2		Chicago	IL	60614	
Daniel Sharvit		1201 Hudson St. Apt 214			Hoboken	NJ	07030	
Daniel Sheehan & Associates PLLC		8150 N Central Expressway, Ste 100			Dallas	TX	75206	
Daniela Garrett		5165 CR 2013			Glen Rose	TX	76649	
Daniels & Erickson, PC		12221 Merit Dr.	Suite 760		Dallas	TX	75251	
Dansby White		12 Collinwood Rd			Maplewood	NJ	07040	
Darby Dunn Communications		461 Manor Lane			Pelham	NY	10803	
Darla M Chavez		1734 Sparta Dr			Duncanville	TX	75137	
Daryls By Design		1801 N Griffin Street			Dallas	TX	75202	
DATACARE SOFTWARE GROUP INC		445 PARK AVE	10TH FLR		New York	NY	10022	
Datamax		PO Box 20527			Saint Louis	MO	63139	
DataPlus Consulting Incorporated		750 North St Paul St. Suite 1225			Dallas	TX	75201	
DataPlus Consulting Incorporated		PO Box 190634			Dallas	TX	75219	
DataPlus Consulting, Incorporated		750 North St Paul	Suite 1225		Dallas	TX	75201	
Datapoint Management		210 Empire House	1 Empire Way		Wembley		HA9 OEW	UK
DAUGHERTY, PATRICK		Address Redacted						
DAUM, KURT		Address Redacted						
Dave Barnett		6003 Lloyd Ct			Dallas	TX	75252	
DAVE WALLS		Susenbergstrasse 118			Zurich			SWITZERLAND
DAVID BLANKS		199 ORCHARD ST, APT 30			New York	NY	10002	
DAVID BLANKS		250 VESEY, 29TH FLR			New York	NY	10080	
David Boguslawski		6007 Derek Trail			Dallas	TX	75240	
David C. Smith		810 Fendall Terrace			Charlottesville	VA	22903	
DAVID CALLAHAN		8 IROQUOIS LN			Wilbraham	MA	01095	
David Childs Tax Assessor-Collector		PO BOX 139066	DALLAS COUNTY TAX ASSESSOR-COLLECTOR		Dallas	TX	75313-9066	
David Childs Tax Assessor-Collector		PO Box 620088			Dallas	TX	75262-0088	
DAVID CRULL		13455 NOEL RD	STE 800		Dallas	TX	75240	
David Culley		6008 Bent Pine Drive #2332			Orlando	FL	32822	
David Feldman Worldwide, Inc		PO Box 2392			New York	NY	10116-2392	
David Fraiberg		119 Manor Circle			Jupiter	FL	33458	
DAVID FULLERTON		5808 La Vista Dr.			Dallas	TX	75206	
David Hill		8727 Rippling Water Dr.			Sugar Land	TX	77479	
David Hu		5613 Heartwood Circle			Derwood	MD	20855	
David Huff Photography LLC		22022 N 119th Drive			Sun City	AZ	85373	
DAVID LANCELOT		5258 QUAIL RUN			Frisco	TX	75034	
DAVID LEE		2215 PULLMAN AVE			Belmont	CA	94002	
DAVID LEHUQUET		705 TOFINO COVE			Round Rock	TX	78665	
David M. Cooper		2737 Christopher Farms Dr			Virginia Beach	VA	23453	
DAVID MARTIN		3820 SHADY HILL DR			Dallas	TX	75229	
David Ourlicht		74 5th Ave			New York	NY	10011	
DAVID POWERS		3448 BINKLEY AVE			Dallas	TX	75205	
DAVID R HOLBROOKE ROTH IRA		120 BULKLEY AVE APT 405			Sausalito	CA	94965-2149	
DAVID SALYER		600 S COMMONWEALTH AVE	DEPT 308 - 14TH FLR		Los Angeles	CA	90005	
DAVID SMITH		13455 Noel Rd	Ste 800		Dallas	TX	75240	
DAVID SMITH		4125 GAJOWSKI			Sealy	TX	77494	
David Smith		6159 Bryndale Ave			Oak Park	CA	91377	
David Spiegel		2052 N Orleans #1			Chicago	IL	60614	
David Tomek PLLC		325 N St Paul Street	Suite 3300		Dallas	TX	75201	
David W. Langford, CSR, CRR, RDR	Official Court Reporter	101st Judicial District Court	George L. Allen Courts Building		Dallas	TX	75202-4631	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
David Weisbach		1134 E. 49th St.			Chicago	IL	60615	
DAVIES WARD PHILLIPS & VINEBERG LLP		44TH FLR	1 FIRST CANADIAN PLACE		TORONTO	ON	M5X 1B1	CANADA
DAVIS DEADMAN		4001 Centenary Ave			Dallas	TX	75225	
DAVIS FORESTRY		PO BOX 24633			Little Rock	AR	72221	
Davis Polk & Wardwell	Attn Andrew Dean	450 Lexington Ave			New York	NY	10017	
Davis Wright Tremaine LLP		2600 Century Square 1501 Fourth Ave			Seattle	WA	98101-1688	
DAVIS, MARY M.		Address Redacted						
DAVIS, MARY MARTHA		Address Redacted						
Dawn ORourke		216 Newport Drive			Peachtree City	GA	30268	
Day Pitney LLP		PO Box 416234			Boston	MA	02241-6234	
DDC Financial Group s.r.o.		Bohusovicka 230-12	190 00 Prague		Praha 9			CZECH REPUBLIC
DEADMAN, DAVIS		Address Redacted						
DealFlow Media, Inc		PO Box 122			Syosset	NY	11791	
Deana K. Adams	Official Court Reporter	600 Commerce, 630 C	6th Floor, East Tower		Dallas	TX	75202	
Deana Mason		10476 Silverock Drive			Dallas	TX	75218	
Deanne Engle		3151 Darvany Drive			Dallas	TX	75220	
Debevoise & Plimpton	Michael Harrell	c/o Accounting Dept 28th Floor	919 Third Avenue		New York	NY	10022	
Debtdomain (USA) Inc.		295 Madison Ave	Suite 924		New York	NY	10017	
DECHERT LLP		PO BOX 7247-6643			Philadelphia	PA	19170-6643	
Dechert UK		160 Queen Victoria Street			London		EC4V 4QQ	United Kingdom
DEDYO, STEPHEN		Address Redacted						
DEDYO, STEPHEN J.		Address Redacted						
DeGolyer & MacNaughton		5001 Spring Valley Rd	Suite 800 east		Dallas	TX	75244	
Del Vecchio Reporting Services, LLC		117 Randi Drive			Madison	CT	06443	
DELAROSA, STEVEN		Address Redacted						
DELAWARE DIVISION OF CORPORATIONS		401 FEDERAL ST	STE 4		Dover	DE	19901	
Delaware Secretary of State	Division of Corporations	401 Federal St. Suite 4			Dover	DE	19901	
Delaware Secretary of State	DIVISION OF CORPORATIONS	PO BOX 11728			Newark	NJ	07101-4728	
Delaware Secretary of State	Division of Corporations	PO Box 5509			Binghamton	NY	13902-5509	
Delaware Secretary of State	Division of Corporations	PO Box 74072			Baltimore	MD	22174-4072	
Delaware Secretary of State	Franchise Tax	401 Federal Street	PO Box 898		Dover	DE	19903	
DELAWARE SECRETARY OF STATE # 51-6000279		1209 Orange St			Wilmington	DE	19801	
DELAWARE SECRETARY OF STATE # 51-6000279		State of Delaware Division of Corp	PO Box 5509		Binghamton	NY	13902-5509	
Delaware State Treasury		820 Silver Lake Blvd Suite 100			Dover	DE	19904	
DELGADO, MAURICIO		Address Redacted						
Dell Business Credit		Payment Processing Center	PO Box 5275		Carol Stream	IL	60197-5275	
Dell Commercial Credit		Dept. 50-0049055190 PO BOX 689020			Des Moines	IA	50368-9020	
Dell Commercial Credit		PO BOX 689020			Des Moines	IA	50368-9020	
Dell Financial Services		Payment Processing Center	4307 Collection Center Dr.		Chicago	IL	60693	
Dell Marketing LP	c/o Dell USA LP	PO Box 676021			Dallas	TX	75267-6021	
DELOITTE & TOUCHE	Attn KILEY RODEN	10 WESTPORT RD			Wilton	CT	06897	
Deloitte Financial Advisory Services LLP		2200 Ross Ave			Dallas	TX	75201	
Deloitte Financial Advisory Services LLP		4022 Sells Drive			Hermitage	TN	37076	
Deloitte Financial Advisory Services LLP		PO Box 2062			Carol Stream	IL	60132-2062	
Deloitte Tax LLP		4022 Sells Drive			Hermitage	TN	37076	
Deloitte Tax LLP		PO Box 2062			Carol Stream	IL	60132-2062	
Deloitte Tax LLP		PO BOX 2079			Carol Stream	IL	60132-2079	
Deloitte Tax LLP		PO Box 844736			Dallas	TX	75284-4736	
Delphi Legal Technologies		350 N. Saint Paul Suite 275			Dallas	TX	75201	
Delphi Legal Technologies		PO Box 133026			Dallas	TX	75313-3026	
Delta Dallas Staffing, LP		Tollway Plaza II	15950 N. Dallas Pkwy, Ste 500		Dallas	TX	75248	
Deluxe Business Forms		PO Box 742572			Cincinnati	OH	45274-2572	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Denison Glass & Mirror		620 W Main St			Denison	TX	75020	
Dennis Sugino		19432 Foxdale Circle			Huntington Beach	CA	92648	
DENNIS WINTER IRA		6025 N E ZENITH RD			Jackson Hole	WY	83001	
Denton County Tax Assessor		PO Box 90223			Denton	TX	76202	
Denton US LLP		Dept. 894579			Los Angeles	CA	90189-4579	
Denver Daughtry		5165 CR 2013			Glen Rose	TX	76649	
Department of Business Oversight		1515 K St #200			Sacramento	CA	95814	
Department of Corporations (CA)		Securities Regulations Div.	320 W 4th St, Ste 750		Los Angeles	CA	90013-1105	
Department of Finance, State of Idaho		Securities Bureau	800 Park Boulevard, Suite 200		Boise	ID	83712	
Department of State	Division of Corporations	99 Washington Ave.			Albany	NY	12231-0001	
DEPARTMENT OF TAX AND REVENUE	WV STATE TAX DEPT	PO BOX 2745	INTERNAL AUDITING DIVISION		Charleston	WV	25330-2745	
Department of Taxation and finance		Dept of Labor-Unemp Insurance Div	PO Box 15012		Albany	NY	12212	
DEPARTMENT OF THE TREASURY	INTERNAL REVENUE SERVICE	ACS SUPPORT	PO BOX 57		Bensalem	PA	19020-8514	
DEPARTMENT OF THE TREASURY		Internal Revenue Service			Cincinnati	OH	45999-0009	
DEPARTMENT OF THE TREASURY	IRS	STOP 5107 NWSAT	4050 ALPHA RD		Farmers Branch	TX	75244-4201	
Dept. of Licensing & Regulatory Affairs	Corp, Securities & Comm Licensing Bureau	525 W. Allegan Street - Audit & Exam Div			Lansing	MI	48909	
DERRICK PITTS		1309 McGill Park Ave.			Atlanta	GA	30132	
Desai, Neil		Address Redacted						
Dessaint, Louis C.		Address Redacted						
DEWITT, AUDREY		Address Redacted						
DFPG Investments, Inc.		9017 S. Riverside Dr.	Ste 210		Sandy	UT	84070	
DFW Ice Cream		10198 Western Hills Dr.			Frisco	TX	75034	
DFW MULTIMEDIA INC		1330 RIVER BEND DR	SUITE 850		Dallas	TX	75247	
DFW Private Equity Forum	Attn Amy Thompson	2323 Victory Avenue	Suite 2000		Dallas	TX	75219	
DFW VIDEO		DFW Multimedia, Inc.	13300 River Bend Drive, Ste. 850		Dallas	TX	75247	
DGHS Holdings, LLC		5949 Sherry Lane	Suite 750		Dallas	TX	75225	
Dhamodharan Srinivasan		583 Jeremy Drive			Bourbonnais	IL	60606	
Dharnidharka, Kerry		Address Redacted						
DHL EXPRESS		PO BOX 4723			Houston	TX	77210-4723	
DHR INTERNATIONAL, INC		10 South Riverside Plaza	Suite 2220		Chicago	IL	60606	
Dice Holdings, Inc.		4939 Collections Center Dr.			Chicago	IL	60693	
DICE INC		4939 COLLECTIONS CENTER DR.			Chicago	IL	60693	
Dickman Davenport, Inc.		3131 Turtle Creek Blvd	Suite 320		Dallas	TX	75219	
DIECKHAUS, SCOTT		Address Redacted						
DIECKHAUS, SCOTT		Address Redacted						
DIFC Global		11-12 St. James Square			London		SW1Y 4LB	UK
DIFFA/Dallas		2050 Stemmons Fwy	Mail Unit 262		Dallas	TX	75207	
Diffenderffer, Claude A.		Address Redacted						
Digital Copy LLC		500 N Akard St, Suite 250			Dallas	TX	75201	
Digital Legal LLC		1001 Jefferson Plaza	Suite 100		Wilmington	DE	19801	
Digital Marketing and Print Solutions		3305 Wiley Post			Carrollton	TX	75006	
Digital Mountain		5050 El Camino Real	Suite 205		Los Altos	CA	94022	
Digital Telefones		PO Box 852184			Richardson	TX	75085-2184	
Digital Verdict, Inc.		750 N. St. Paul Street	Suite 1225		Dallas	TX	75201	
Digital Works		6606 LBJ Fwy	Suite 240		Dallas	TX	75240	
DiningIn LLC		280 Summer Street			Boston	MA	02210	
Diningin Out in Dallas		3030 Olive Street	Ste 400		Dallas	TX	75219	
Dinoto Inc.		535 Dean Street	PH 102		Brooklyn	NY	11217	
DiOrio, Matthew		Address Redacted						
Direct Corporate Resources, Inc.		Freedom Center 10203 Kotzebue Ste 114			San Antonio	TX	78217	
Director of Compliance	Re Prime Brokerage Services	Jefferies LLC	520 Madison Avenue, 16th Floor		New York	NY	10022	
Directors Desk LLC		Lockbox 50200	PO Box 8500		Philadelphia	PA	19178-0200	
Directv, LLC		PO Box 60036			Los Angeles	CA	90060-0036	
DISCOVERY BENEFITS		3216 13TH AVE S			Fargo	ND	58103	
DISCOVERY BENEFITS		PO BOX 2079			Omaha	NE	68108-2079	
DISCOVERY BENEFITS		PO BOX 869	COBRA DEPT		Fargo	ND	58107	
DISCOVERY BENEFITS		PO BOX 9528			Fargo	ND	58107-0869	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Discovery Data		12 Christopher Way, Ste 202			Eatontown	NJ	07724	
Displays Unlimited, Inc.		626 106th Street			Arlington	TX	76011	
District Director	Attn Insolvency	Internal Revenue Service	31 Hopkins Plaza, Room 1150		Baltimore	MD	21201	
Diversus Investment Advisers (Asia) Ltd		410 Oxford Street			Bondi Junction	NSW	02022	AUSTRALIA
DIVYASH PATEL		3512 MAXWELL DR LN			Plano	TX	75025	
Dixon Hughes Goodman LLP		4350 Congress Street	Suite 900		Charlotte	NC	28209	
Dixon Hughes Goodman LLP		PO Box 602828			Charlotte	NC	28260-2828	
DKW Law Group LLC		600 Grant St, 58th Flr			Pittsburgh	PA	15219	
DLA Piper LLP (US)	Marc D. Katz, Esq.	DLA Piper LLP (US)	1900 N Pearl St, Suite 2200		Dallas	TX	75201	
DLA Piper LLP US		6225 Smith Avenue			Baltimore	MD	21209	
DOAR Communications, Inc.		170 Earle Ave			Lynbrook	NY	11563	
Document Technologies, Inc.		PO Box 933435			Atlanta	GA	31193-3435	
Don Bryant		1385 Chelsey Lane			Alpharetta	GA	30004	
Don Drive Interiors		8408 Chancellor Row			Dallas	TX	75247	
Don Netzer Photography		2510 Southwell Rd.	No 107		Dallas	TX	75229	
Don Netzer Photography		2510 Southwest Rd. # 107			Dallas	TX	75229	
DONALD OSBORNE		3577 DUNLOP CT			Mason	OH	45040	
Donald Salvino		10 Ridge Lane			Wilton	CT	06897	
DONALDSON, MICHEAL		Address Redacted						
Donaldson, Steven		Address Redacted						
DONDERO, JAMES		Address Redacted						
DONDERO, JAMES		Address Redacted						
Donggeng Gong		W 150 N 7250 Paseo Lane			Menomonee Falls	WI	53051	
Donnelley Financial Solutions		PO Box 842282			Boston	MA	02284-2282	
Donnelley Financial, LLC		20 Commerce Way, Ste 800	Lockbox #842282		Woburn	MA	01801-1057	
Donnelley Financial, LLC		35 W Wacker Drive			Chicago	IL	60601	
Donnelley Financial, LLC		PO Box 531832			Atlanta	GA	30353-1832	
Donnelley Financial, LLC		PO Box 842282			Boston	MA	02284-2282	
DORENBAUM, ANDREI		Address Redacted						
DOUG MEYER		225 COREY CENTER DR SE			Atlanta	GA	30312	
DOUGHERTY, RAYMOND		Address Redacted						
DOUGHERTY, RAYMOND		Address Redacted						
Douglas Wade Carvell		4514 Cole Avenue	Suite 1500		Dallas	TX	75205	
Dow Jones & Company, Inc.		84 Second Ave.			Chicopee	MA	01020	
Dow Jones & Company, Inc.	Attn PAUL CHAMPIGNY	8251 PRESIDENTS DR	BARRON/CUSTOMER SERVICE		Orlando	FL	32809	
Dow Jones & Company, Inc.		BOX 4137			New York	NY	10261-4137	
Dow Jones & Company, Inc.		Subscriptions Dept.	200 Burnett Rd		Chicopee	MA	01020	
Dow Jones & Company, Inc.		WALL ST JRNL OR BARRONS	PO Box 4137		New York	NY	10261-4137	
Dow Jones Reuters Business Interactive		PO Box 7247-0237			Philadelphia	PA	19170-0237	
DOWNEN, MARTIN		Address Redacted						
Dozal, Ana		Address Redacted						
DRABINSKI, DANIEL J.		Address Redacted						
Dravis, Samantha		Address Redacted						
Drew Dedelow		6850 North Boston Ave			Portland	OR	97217	
Drew Thomas		4664 Matilda St			Dallas	TX	75206	
DREW, RICHARD		Address Redacted						
Drilling Info, Inc.		PO Box 679093			Dallas	TX	75267-9093	
DrillingInfo		PO Box 5545			Austin	TX	78763	
Drinker Biddle & Reath LLP		One Logan Square, Ste 2000			Philadelphia	PA	19103-6996	
DRINNON, KASEY		Address Redacted						
DRONOV, ALEXEY		Address Redacted						
Dropoff, Inc.		Dept 3696	PO Box 123696		Dallas	TX	75312-3696	
DSFOP		PO Box 36023			Dallas	TX	75235-1023	
DSHS		Mail Code 2003	PO Box 149347		Austin	TX	78714-9347	
DST Asset Manager Solutions		330 W. 9th	Ste 219230		Kansas City	MO	64105	
DST RESEARCH ANALYTICS & CONSULTING, LLC		DST TECHNOLOGIES, INC	5523 Collections Center Drive		Chicago	IL	60693	
DST Systems, Inc.		2454 Collections Center Dr			Chicago	IL	60693-0024	
DST Technologies, Inc.		2454 Collections Center Drive			Chicago	IL	60693-0024	
DTCC ITP LLC		PO Box 27590			New York	NY	10087-7590	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Duane Morris LLP	Attn Payment Processing	30 South 17th St			Philadelphia	PA	19103-4196	
DUBOSE FUNERAL HOME		703 SOUTH ROCKWALL ST			Terrell	TX	75160	
Duff & Phelps, LLC		2397 Paysphere Circle			Chicago	IL	60674	
Duff & Phelps, LLC	c/o David Landman	Benesch, Friedlander, Coplan & Aronoff	200 Public Square, Suite 2300		Cleveland	OH	44114-2378	
Duff & Phelps, LLC		DUFF & PHELPS, LLC	12595 Collection Center Drive		Chicago	IL	60693	
Duffy, James B.		Address Redacted						
Duffy, William		Address Redacted						
Dun & Bradstreet Inc.		PO Box 75434			Chicago	IL	60675-5434	
DUNN, CHRISTOPHER		Address Redacted						
Dunn, John		Address Redacted						
Dustin Norris		4816 Kelly Dr.			McKinney	TX	75070	
Dustin Schneider		75 W. End Avenue	Apt R21D		New York	NY	10023	
DUSTIN WORLEY		2420 RIVERFRONT DR #810			Little Rock	AR	72202	
DuWest Realty		3319 Darmouth Ave.			Dallas	TX	75205	
DuWest Realty		4403 N Central Expy			Dallas	TX	75205	
DuWest Realty		4514 Cole Avenue	Suite 1100		Dallas	TX	75205	
Dykema Gossett, PLLC		400 Renaissance Center			Detroit	MI	48243-1668	
Dynamex		Greeley Square Station	PO Box 20284		New York	NY	10001	
Dynamex		PO BOX 20284 GREELEY SQ STATION			New York	NY	10001	
Dynamex		PO Box 842304			Dallas	TX	75284-2304	
E Gallery Studios		1330 Motor Circle			Dallas	TX	75207	
eA Data Automation Services, LLC		5000 Olde Towne Parkway	Suite 100		Marietta	GA	30068	
EA Electric		2941 Trade Center Drive	No 200		Carrollton	TX	75007-4647	
EAB HealthWorks LLC		400 West End Ave	Suite 8A		New York	NY	10024	
Eagle Equity Advisors, LLC		300 Crescent Court	Suite 700		Dallas	TX	75201	
Eagle Software		124 Indiana Ave			Salina	KS	67401	
Earl F. Hale, Jr.		4144 N Central Exprwy Ste 225			Dallas	TX	75204	
EarthColor Houston Inc.		PO Box 840578			Dallas	TX	75284-0578	
Earthstream Global Inc.		800 Town & Country Blvd	Suite 300		Houston	TX	77024	
EASLEY & MARQUIS, PLLC		5000 LEGACY DR	STE 400		Plano	TX	75024	
Eastern Point Trust Company	Attn Accounts Receivable	PO Box 3322			Warrenton	VA	20188-3322	
Eastland CLO, Ltd.	co Ogier Fiduciary Svcs (Cayman) Limited	P.O. Box 1093GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands
EASY 2 HIRE LLC		3637 Temecula Creek Trail			McKinney	TX	75070	
Eckelkamp Retirement Planning		5550 S. Ft. Apache Rd	Suite 101		Las Vegas	NV	89148-7667	
Eclipse Entertainment, LLC		6850 Manhattan Blvd.	Suite 300		Fort Worth	TX	76120	
EcoSystems Enviromental, Inc.		PO Box 110849			Carrollton	TX	75011-0849	
Ed Trampolsky		225 East 95th Street	Apt 22F		New York	NY	10128	
Edelman Pub Relations Worldwide (HK) Ltd		701 Central Plaza	18 Harbour Road	Wan Chai	HONG KONG			HONG KONG
Edelman Pub Relatns Worldwide Korea Ltd		18th FLr Ferrum Tower 66			Seoul		100210	KOREA
Eden, Hugh B.		Address Redacted						
EDGAR filings, Ltd		3900 Essex	Suite 900		Houston	TX	77027	
Edgar Online		11200 Rockville Pike, Ste. 310			Rockville	MD	20852	
Edgar Online		50 Washington St 9th Flr			Norwalk	CT	06854	
Edgar Online		88747 Expedite Way			Chicago	IL	60695-1700	
Edge Realty Partners		5950 Berkshire Ln	Suite 200		Dallas	TX	75225	
Edgewater Financial LLC	c/o Michael D Breen	807 West Lynn Ste 218			Austin	TX	78703	
Edije Fox		3333 East Bayaud Avenue	Apt 719		Denver	CO	80209	
Edina Country Club		5100 Wooddale Ave			Edina	MN	55424	
Education is Freedom		2711 N. Haskell Ave.	Suite 2070, LB 18		Dallas	TX	75201	
Edward A Barber		22 River terrace # 17 N			New York	NY	10282	
Edward Lin		1600 Hinman Avenue	Apt 1F		Evanston	IL	60201	
Edward McRedmond		708 Inglestone Ct.			Manchester	MO	53021	
Effort Group, LLC		1 Throndal Circle			Darien	CT	06820	
efinancialcareers		1040 Avenue of the Americas	8th Floor		New York	NY	10018	
efinancialcareers		4939 Collections Center Dr			Chicago	IL	60693	
Eftekhari, Cyrus		Address Redacted						
EGON ZEHNDER INTERNATIONAL		350 PARK AVE			New York	NY	10022	
Egret Management, Inc.		10515 Egret Lane			Dallas	TX	75230	
EIDSON, ALLISON		Address Redacted						
EIMEN, CATHERINE		Address Redacted						
EIMER STAHL KLEVORN & SOLBERG LLP		224 SOUTH MICHIGAN AVE	STE 1100		Chicago	IL	60604	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
EIMN, LLC	Attn Accounting Department	225 Park Avenue South, 7th Floor			New York	NY	10003	
EL CONQUISTADOR GOLF RESORT CASINO		1000 EL CONQUISTADOR AVE			Fajardo	PR	00738	
Elatia Abate		350 W Oakdale Ave # 1409			Chicago	IL	60657	
Eleanor Munson, PhD		5952 Royal Lane	Suite 112		Dallas	TX	75230	
Electra Cruises, Inc.		3439 Via Oporto			Newport Beach	CA	92663	
Elektronik Devices Company		1712 Poinciana Ln			Plano	TX	75075	
ELGIN CAPITAL		130 JERMYN ST			London		SW1Y 4UR	UK
ELI LE		1939 LANSDOWN PLACE			Carrollton	TX	75010	
Eliason, Hayley		Address Redacted						
Eliot Weissberg	The Investors Center, Inc.	70 East Main St, POB 1447			Avon	CT	06001	
Elisa Dreier Reporting		950 Third Avenue 5th Floor			New York	NY	10022	
Elisa Dreier Reporting Corp.		780 Third Ave, 7th Flr			New York	NY	10017	
ELISABETH LEIDERMAN		3131 WALNUT ST	APT 416		Philadelphia	PA	19104	
Elite Casino Events		P.O. Box 6755			Fort Worth	TX	76115	
Elite Copy Solutions, Inc.		403 N Stemmons Freeway Ste 100			Dallas	TX	75207	
Elite Document Technology-Dallas		400 N. Saint Paul St.	Suite 1300		Dallas	TX	75201	
Elite Document Technology-Dallas		403 North Stemmons Freeway Suite 100			Dallas	TX	75207	
Elite Scheduling Services, LLC		8442 S. Union Lake Dr. SE			Alexandria	MN	56308	
ELKINS/MCSHERRY, LLC		1290 Avenue of the Americas	22nd Floor		New York	NY	10104	
ELKINS/MCSHERRY, LLC	Attn FINANCE	2 WFC	225 LIBERTY ST, 24TH FLR		New York	NY	10281	
Ellen W. Slights, Esq.	United States Attorney s Office	District of Delaware	1007 N. Orange Street, Suite 700		Wilmington	DE	19801	
ELLINGTON, SCOTT		Address Redacted						
Ellington, Scott		Address Redacted						
EMC Integrated Systems Group		121 Central Ave	Suite 200		Grapevine	TX	76051	
Emerald City Management		4688 Reunion Dr.			Plano	TX	75024	
EMERALD ORCHARD		13455 NOEL RD	STE 800		Dallas	TX	75240	
Emerging Portfolio Fund Research, Inc.		PO Box 417184			Boston	MA	02241-7184	
Emerson Network Power		PO BOX 70474			Chicago	IL	60673-0001	
Emert, Craig		Address Redacted						
EMI Environmental Group		14850 Montfort Dr Ste 205			Dallas	TX	75254	
Emma Cruttenden		5165 CR 2013			Glen Rose	TX	76649	
EMMANUEL, ARTHUR		Address Redacted						
Emmet, Marvin & Martin, LLP		120 Broadway	32nd Floor		New York	NY	10271	
Employer Compliance Service		611 Pennsylvania Ave SE #4000			Washington	DC	20003-4303	
Employment Security Division		500 East Third Street			Carson City	NV	89713-0030	
EMSI-Examination Mgmt Services, Inc		Health Service Division	PO Box 910465		Dallas	TX	75391-0465	
Encore Discovery Solutions		Dept 2651	PO Box 122651		Dallas	TX	75312-2651	
Encore Live, LLC		1635 Rogers Road			Fort Worth	TX	76107	
Encore Productions		2012 Greenbriar Lane			Plano	TX	75074	
EnerCom, Inc.		800 18th Street	Suite 200		Denver	CO	80202	
Energy Search Associates, LLC		7709 San Jacinto Place	Ste 206		Plano	TX	75024	
EnergyNet Services, Inc.		7201 W. Interstate 40	Suite 319		Amarillo	TX	79106	
ENGSTROM, DONNA		Address Redacted						
EnMark Services, Inc.		1700 Pacific Avenue	Suite 2660		Dallas	TX	75201	
ENOCH, KEVIN		Address Redacted						
Entwistle & Cappucci LLP		280 Park Ave	26th Floor West		New York	NY	10017	
Envestnet Tamarac		701 5th Ave, Ste 1400			Seattle	WA	98104	
Envoy Data Corporation		1310 W. Boxwood Ave			Gilbert	AZ	85233	
EPFR Global		PO Box 417184			Boston	MA	02241-7184	
Epiq eDiscovery Solutions		Dept 2651	PO Box 122651		Dallas	TX	75312-2651	
Episcopal School of Dallas		4100 Merrell Rd			Dallas	TX	75229	
Episcopal School of Dallas	Karla Wigley	ESD Development Office	4100 Merrell Rd.		Dallas	TX	75229	
Epocal		2060 Walkley Rd.			Ottawa	ON	K1G 3P5	CANADA
Equest		PO Box 171779			Dallas	TX	75217	
Equest		PO Box 2109			Wylie	TX	75098	
Equity Search Partners		200 Crescent Court, Ste 1300			Dallas	TX	75201	
Equivalent Data		4809 Westway Park Blvd.	Payment Center		Houston	TX	77041	
eRevival LLC		141 Lanza Ave	Bldg 5		Garfield	NJ	07026	
ERIC KEPHART		3226 SAINT CROIX DR			Dallas	TX	75229	
ERIC MARK		205 E 69TH ST	No 4A		New York	NY	10021	
Eric Pearson		3800 Audley Street	Apt 7301		Houston	TX	77098	
Eric Reynolds		4155 River View Drive			Saint Charles	IL	60175	
Eric Thayer		360 South 1st Street	Apt 20		Brooklyn	NY	11211	
Erick Rawlings		627 1/2 W. Arlington Place	Apartment #2		Chicago	IL	60614	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Erin Sheehan		1938 Graefield Rd			Birmingham	MI	48009	
ERS		101 S Coit Rd Bldg 36, Ste 297			Richardson	TX	75080	
Escudero, Gaston		Address Redacted						
ESD	Attn SARA CAMPBELL	EPISCOPAL SCHOOL OF DALLAS	4100 MERRELL RD		Dallas	TX	75229	
Esquire Deposition Services, LLC		PO Box 827829			Philadelphia	PA	19182-7829	
Esquire Deposition Solutions, LLC		PO Box 846099			Dallas	TX	75284	
Esquire Litigation Solutions, LLC		PO Box 785751			Philadelphia	PA	19178-5756	
Estevez, Jaime		Address Redacted						
Estudio ROVIRA		Av. Callao 1016	10th piso		Buenos Aires		01023	ARGENTINA
ETCI		1850 North Greenville Ave #158			Richardson	TX	75081	
Ethan Powell		2189 Broken Bend			Frisco	TX	75034	
ETrade Financial	Attn AR/Mutual Funds	PO Box 3512			Arlington	VA	22203	
EUROMONEY INSTITUTIONAL INVESTOR		PO Box 4009			Chesterfield	MO	63006-4009	
EuroUSA Shipping Inc.		1826 Hollars Place			Middleburg	FL	32068	
Evan Gonzalez		7725 El Pensador			Dallas	TX	75248	
Evans & McFarland, LLC		4643 S. Ulster, Suite 800			Denver	CO	80237	
Evans, Christian		Address Redacted						
EventWork Photography, LLC		1712 Midcrest Dr			Plano	TX	75075	
Evercore Restructuring LLC		55 East 52 St			New York	NY	10055	
eVestment		5000 Ole Towne Parkway	Suite 100		Marietta	GA	30068	
EWI RE Inc		One Lincoln Centre	Suite 1060		Dallas	TX	75240	
EWING, LEAH		Address Redacted						
Exagere LLC		227 Dauphine			New Orleans	LA	70112	
Exclaimer Ltd.		445 Park Avenue	9th Floor		New York	NY	10022	
EXECUTIVE BEVERAGE SERVICE		PO BOX 850783			Richardson	TX	75081	
EXECUTIVE BEVERAGE SERVICE		PO BOX 996			Prosper	TX	75078	
Executive Charge, Inc.		1440 39th St			Brooklyn	NY	11218	
Executive Liquidation		100 Redneck Avenue			Moonachie	NJ	07074	
Executive Office Group Limited		23 Berkeley Square			London		W1J 6HE	UK
Executive Scheduling Associates, Inc.		215 Lake Blvd. Ste 367			Redding	CA	96003	
Experience, Inc		2 Faneuil Hall Marketplace	3 rd Floor		Boston	MA	02109	
Experis Finance US, LLC		PO Box 905378			Charlotte	NC	28290-5378	
EXPERT PAY		PO BOX 659791			San Antonio	TX	78265-9791	
Exterior Consulting Innovations, Inc.		777 E Wheatland Rd	No 101		Duncanville	TX	75116	
Fabriclean, Inc.		11-39 50th Ave			Long Island City	NY	11101	
Factiva		DJRBI, LLC	PO Box 7247-0237		Philadelphia	PA	19170-0237	
Factiva		PO BOX 30994			New York	NY	10261	
Factory Builder Stores		512 E Dallas Rd	Ste 500		Grapevine	TX	76051	
FACTSET RESEARCH SYSTEMS, INC.	Attn Finance	301 Merritt 7, 3rd Floor			Norwalk	CT	06851	
FACTSET RESEARCH SYSTEMS, INC.		PO BOX 414756			Boston	MA	02241-4756	
Fafinski Mark & Johnson, P.A.		775 Prairie Center Drive, Suite 400			Eden Prairie	MN	55344	
Fair Market Life Settlements Corporation		435 Ford Rd	Suite 120		St. Louis Park	MN	55426	
FAIRMONT DALLAS		1717 N AKARD ST	CO/LIZ BAKER, GROUP BILLING COORDINATOR		Dallas	TX	75201	
Faith Petersen		1515 Pendleton Rd			Coronado	CA	92118	
Falcon E&P Opportunities GP, LLC	c/o PetroCap LLC	Marc Manzo	2602 McKinney Avenue	Suite 400	Dallas	TX	75204	
Family Compass		4210 Junius Street			Dallas	TX	75246	
Family Office Association		500 West Putnam Ave.	Suite 400		Greenwich	CT	06830	
Fanning & Associates		226 Sanders Rd			Denton	TX	76210	
Fanning & Associates		PO Box 37			Denton	TX	76202	
Fanshaw Bay, LLC		300 Crescent Court	Suite 700		Dallas	TX	75201	
FARIA, RICHARD		Address Redacted						
Farouk Z Lalji		340 East 29th Street #14C			New York	NY	10016	
FASKEN MARTINEAU DUMOULIN		STE 4200 TORONTO DOMINION BANK TOWER	BOX 20 TORONTO-DOMINION CENTRE		TORONTO	ON	M5K 1N6	CANADA
FASTFRAME		11107 Sesame Street			Dallas	TX	75238	
FASTFRAME		3001 Knox Street	No 105		Dallas	TX	75205	
Fat Ox		7715 E Montebello Avenue			Scottsdale	AZ	85250	
Fauxcades, Inc.		8888 Governors Row			Dallas	TX	75247	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Feast of Sain Arnold		8 Fourth Street			Colorado Springs	CO	80906	
FedEx		4103 COLLECTION CENTER DR			Chicago	IL	60693	
FedEx		Dept CH PO Box 10306			Palatine	IL	60055-0306	
FedEx		PO Box 660481			Dallas	TX	75266-0481	
FedEx		PO Box 94515			Palatine1	IL	60094-4515	
FedEx		PO Box 94515			Palatine2	IL	60094-4515	
FedEx		PO BOX 94515			Palatine	IL	60094-4515	
FEDORYSHYN, ERIC		Address Redacted						
FEHLIG, STACEY		Address Redacted						
Felhaber Larson Fenlon & Vogt		220 Southy 6th Street	Ste 2200		Minneapolis	MN	55402-4504	
Felicity Toube		3-4 South Square	Grays Inn		London		WC1R 5HP	UK
Ferguson, Misty		Address Redacted						
FERRELL, JOHN		Address Redacted						
Fetzer Architectural Woodwork		6223 West Double Eagle Circle			West Valley City	UT	84118	
Fidelity Information Services		PO Box 911653			Dallas	TX	75391-1653	
Fidelity Information Services Inc		Payment Processing Center	PO Box 4535		Carol Stream	IL	60197-4535	
Fidelity Information Services Inc		PO Box 18012			Ashburn	VA	20146	
Fidelity Investments Institutional		Operations Company, Inc.	PO Box 73307		Chicago	IL	60673-7307	
Fidelity National Information Services		Payment Processing Center	PO Box 18012		Ashburn	VA	20146	
FIGARI & DAVENPORT LLP		901 MAIN ST	3400 BANK OF AMERICA PLAZA		Dallas	TX	75202-3796	
FINANCIAL ACCOUNTING STANDARDS BOARD		PO BOX 630420			Baltimore	MD	21263-0420	
FINANCIAL AGENT		FEDERAL TAX DEPOSIT PROCESSING	PO BOX 970030		Saint Louis	MO	63197	
Financial Data Services, Inc.		4800 Deer Lake Drive East			Jacksonville	FL	32246-6484	
Financial Data Services, Inc.	Cash Management	4800 Deer Lake East Dr, 2nd Flr			Jackson	FL	32246-6484	
Financial Fineprint, Inc		PO Box 1351			La Canada Flintridge	CA	91012	
FINANCIAL GRAPHIC SERVICE, INC.		2910 S 18th AVE			Broadview	IL	60155-4727	
Financial Graphic Services		PO Box 85090			Chicago	IL	60680-0851	
Financial Industry Regulatory Authority		15200 Omega Drive, Suite 210			Rockville	MD	20850	
Financial Investment News		267 Fifth Avenue	Suite 1010		New York	NY	10016	
Financial Investment News		41 Union Square West	Suite 1021		New York	NY	10003	
Financial Media Group, LLC		9635 Maroon Circle	Ste 150		Englewood	CO	80112	
Financial Planning Association		7535 E. Hampden Ave.	Suite 600		Denver	CO	80231	
Financial Planning Association of Iowa	Attn Erin Ramsey	914 NE 53rd Court			Ankeny	IA	50021	
Financial Research Associates	Attn Teri Lewis	18705 NE Cedar Drive			Battle Ground	WA	98604	
Financial Research Associates, LLC		200 Washington Street	Suite 201		Santa Cruz	CA	95060	
Financial Research Associates, LLC	Attn Teri Lewis	18705 NE Cedar Drive			Battle Ground	WA	98604	
Financial Risk Management		888 Seventh Ave			New York	NY	10019	
Financial Services Institute		607 14th St, NW	Suite 750		Washington	DC	20005	
Financial Services Institute		PO Box 116730			Atlanta	GA	30368-6730	
Financial Times		PO Box 1627			Newburgh	NY	12551-9976	
Financial Tracking Technologies LLC		1111 E Putnam Ave.	Suite 304		Riverside	CT	06878	
Financial Tracking Technologies LLC		2 Soundview Dr, Ste 100			Greenwich	CT	06830	
Financial West Group	Attn Nicole White	4510 E. Thousand Oaks Blvd.			Westlake Village	CA	91362	
Fink, Jason		Address Redacted						
FINRA		1735 K Street, NW			Washington	DC	20006	
Fire Works Media Productions		2440 Pebblebrook Ct.			Grand Prairie	TX	75050	
First Allied Securities	Attn Commission Accounting	655 W. Broadway, 11th Flr			San Diego	CA	92101	
First American Title Insurance Company		8311 W. Sunset Road	Suite 100		Las Vegas	NV	89113	
First Financial Network, Inc.		14000 Quail Springs Pkwy, Ste 200			Oklahoma City	OK	73134	
First Foundation Advisers		18101 Von Karman Avenue	Suite 750		Irvine	CA	92612	
First Foundation Inc.		18101 Van Karman Avenue	Ste 700		Irvine	CA	92612	
First Presbyterian Church		One West Putnam Ave			Greenwich	CT	06830	
First Southwest		325 North St. Paul St	Suite 800		Dallas	TX	75201	
First Trust Highland Floating Rate Fund		330 Bay St Ste 1300			Toronto	ON	M5H2S8	
FIS Brokerage & Securities Services LLC		62446 Collections Center Drive			Chicago	IL	60693-0624	
FIS Investment Systems LLC		601 Riverside Ave			Jacksonville	FL	32204	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Fischer Porter & Thomas, PC		440 Sylvan Avenue, Suite 130			Englewood Cliffs	NJ	07632-2700	
FISH & RICHARDSON P.C.		PO BOX 3295			Boston	MA	02110	
FITCH, STEPHANIE		Address Redacted						
FITEH ZEGEYE		1500 JACKSON ST			Dallas	TX	75201	
FITZSIMMONS, BRIAN		Address Redacted						
Five Blocks, Inc.		5967 West 3rd Street	Suite 307		Los Angeles	CA	90036	
FJF INTERNATIONAL		858 TOWER VIEW CIRCLE			New Hope	PA	18938	
Flagship Cruises & Events		PO Box 120751			San Diego	CA	92112	
Flaherty, Sensabaught, & Bonasso, PLLC		200 Capital St	PO Box 3843		Charleston	WV	25338-3843	
Flemming Zulack Williamson Zauderer LLP		One Liberty Plaza	35th Floor		New York	NY	10006-1404	
Flexential Colorado Corp.		8809 Lenox Point Drive	Suite G		Charlotte	NC	28273	
Flexential Colorado Corp.		PO Box 732368			Dallas	TX	75373-2368	
Flink, Robert		Address Redacted						
Florance & Associates Consulting		1475 Richardson Dr.	Suite 270		Richardson	TX	75080	
Florida Department of Banking & Finance	Division of Securities	200 East Gaines Street			Tallahassee	FL	32399-6502	
FLORIDA DEPARTMENT OF REVENUE		5050 W TENNESSEE ST			Tallahassee	FL	32399-0135	
Florissant Geological, LLC		5214 Vanderbilt Ave.			Dallas	TX	75206	
Flossie ORiley Photography		4322 Glenview Ct			North Richland Hills	TX	76180	
FOLEY GARDERE		2021 MCKINNEY AVENUE	SUITE 1600		Dallas	TX	75201	
Foley Gardere	Holly ONeil, Esq.	Foley & Lardner LLP	2021 McKinney Avenue Suite 1600		Dallas	TX	75201	
Folks & Associates		PO Box 851168			Mesquite	TX	75185-1168	
Forbes		PO BOX 5468			Harlan	IA	51593-0968	
Forbes		PO Box 5474			Harlan	IA	51593-0974	
Fordham, Michael		Address Redacted						
Forensic Risk Alliance		Third Floor, Audrey House	Ely Place		London		EC IN- 6SN	UK
Foreside Consulting Services, LLC		3 Canal Plaza	Suite 100		Portland	ME	04101	
Foreside Consulting Services, LLC		PO Box 7556			Portland	ME	04112-7556	
Forest Resource Consultants, Inc		717 North Ave			Macon	GA	31211	
Forest2Market, Inc.	Attn Accounts Receivable	10030 Park Cedar Drive	Suite 201		Charlotte	NC	28210-8902	
Forney & Terrell Alarm Systems, LLC		P.O. Box 341			Terrell	TX	75160	
Forns, Alison		Address Redacted						
Forrest A. Garb & Associates, Inc.		5310 Harvest Hill, Ste 130			Dallas	TX	75230	
FORSight Resources, LLC		8761 Dorchester Rd	Suite 102		North Charleston	SC	29420	
Fort Worth Stock Show Syndicate		PO Box 17005			Fort Worth	TX	76102	
Fort Worth Wildcatters		777 Main Street #800			Fort Worth	TX	76102	
Fortune		PO Box 60400			Tampa	FL	33660-0400	
Fortune		PO BOX 61460			Tampa	FL	33661-1460	
FORTUNE Personnel Consultants of Troy		560 Kirts Blvd	Suite 102		Troy	MI	48084	
Foundation for BrainHealth Advances	Center for BrainHealth	2200 West Mockingbird Lane			Dallas	TX	75235	
Four Rivers Co-Invest, LP		300 Crescent Court	Suite 700		Dallas	TX	75201	
Four Seasons Plantscaping, LLC		139 Turtle Creek Blvd.			Dallas	TX	75207-6807	
FOWLER HATLEY		31520 MEADOW CREEK TRAIL			Fair Oaks Ranch	TX	78015	
Fox Rothschild LLP	Attn Accounts Receivable-60	2000 Market St, 20th Floor			Philadelphia	PA	19103-3222	
FOX, SEAN		Address Redacted						
FPA Connecticut State Conference		95 West St			Rocky Hill	CT	06067	
FPA of Middle Tennessee	Patricia Fisher, Chapter Exec	PO Box 150608			Nashville	TN	37215	
FPA South Florida		8930 State Rd. 84, Ste 316			Davie	FL	33324	
FPANJ		551 Valley Rd #365			Upper Montclair	NJ	07043	
FPC	FORTUNE Personnel Consultants of Troy	560 Kirts Blvd.	Suite 102		Troy	MI	48084	
FPC OF SAVANNAH, INC.		PO BOX 8846			Savannah	GA	31412	
FPG CT Owner LP		PO Box 5297	Lockbox 305297		New York	NY	10008-5297	
FPG Galleria Two Owner, LP		PO Box 3085			Hicksville	NY	11802-3085	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
FRAGOMEN, DEL REY, BERNSEN & LOEWY LLP		99 WOOD AVE SOUTH	10TH FLR		ISELIN	NJ	08830	
Frances Wildhaber		Hohenweg 20A	CH-4142		Munchenstein		04142	SWITZERLAND
FRANCHISE TAX BOARD		PO BOX 942857			Sacramento	CA	94257-0511	
FRANCIS X GRAY & CO		122 W 26TH ST	STE 1101		New York	NY	10001	
Frank Cunningham		PO Box 222			Cartwright	OK	74731	
Frank Russell Company		NW 6327	PO Box 1450		Minneapolis	MN	55485-6327	
Franke Foodservice Solutions		3149 Paysphere Circle			Chicago	IL	60674-0031	
FreedomPark LP		7501 Esters Blvd	Ste. 130		Irving	TX	75063	
FreeMotion Fitness		PO Box 99661			Chicago	IL	60690	
FRICK, TINA		Address Redacted						
FridsonVision		1 Penn Plaza Ste 3600			New York	NY	10119	
FridsonVision		54 W 21st ST	STE 1007		New York	NY	10010	
Fried Frank Harris Shriver & Jacobson		One New York Plaza			New York	NY	10004-1980	
Fried, Frank, Harris, Shriver & Jacobson		One			New York	NY	10004-1980	
Friedman Kaplan Seiler & Adelman LLP		1633 BROADWAY			New York	NY	10019-6708	
Friedreichs Ataxia Research Alliance		533 W. Uwchlan Avenue			Downington	PA	19335	
Friends of the Dallas Fire Dept.	c/o Ray Cheery	Dallas Security Systems PO Box 550939			Dallas	TX	75355-0939	
Friends of the Dallas Police		3232 McKinney Ave	No 855		Dallas	TX	75204	
Friends of the IDF		29 E MADISON ST			Chicago	IL	60602	
FRITZ, ERIC		Address Redacted						
Frizell, Madeline		Address Redacted						
Frizell, Madeline		Address Redacted						
Front Sight Focus	Attn Tamera Watt	PO Box 12292			Raleigh	NC	27605	
Frontier State Bank	Attn Mr Steve Elliott	5100 South I-35 Service Road			Oklahoma City	OK	73129	
Frontier State Bank	Attn Steve Elliot	5100 South I-35 Service Road			Oklahoma City	OK	73129	
Frontline Source Group, Inc.		901 Main Street	Suite 4010		Dallas	TX	75202	
FSC Securities Corporation	Attn Reimbursement Processing	Lockbox 101092	3585 Atlanta Ave		Hapeville	GA	30354	
FSC Securities Corporation	Attn Shelly Kooiker	3737 Woodland Ave, Ste 500			West Des Moines	IA	50266	
FT Interactive Data		32 CROSBY DR			Bedford	MA	01730	
FT Interactive Data		PO Box 98616			Chicago	IL	60693	
FTI CONSULTING		2001 Ross Ave	Suite 400		Dallas	TX	75201	
FTI CONSULTING		PO BOX 630391			Baltimore	MD	21263-0391	
Fuentes, Brian		Address Redacted						
Fulbright & Jaworski		2200 Ross Ave Ste 2800			Dallas	TX	75201-2784	
Fulbright & Jaworski		FULBRIGHT TOWER	1301 MCKINNEY	SUITE 5100	Houston	TX	77010-3095	
Fullmer, Kevin		Address Redacted						
Fullmer, Kevin		Address Redacted						
Fun Time Faces TX		417 Parkhurst Drive			Dallas	TX	75218	
FUNDFIRE	Money-Media, Inc.	1430 Broadway, 12th Flr	Suite 1208		New York	NY	10018	
FURNITURE FOR BUSINESS		14 CARLSON COURT			London		SW15 2NQ	UK
Furniture Solutions Now Ltd.		1505 Oak Lawn Ave	Suite 300		Dallas	TX	75207	
FUSE Research Network, LLC		200 Highland Avenue	Suite 403		Needham	MA	02494	
Fusion GPS		2122 P Street NW	Suite 202		Washington	DC	20037	
G.L. Seaman & Company		4201 International Parkway			Carrollton	TX	75007	
G.Neil Corporation		PO Box 451179			Sunrise	FL	33345-1179	
GAGE, CASEY		Address Redacted						
GAGE, CASEY S		Address Redacted						
Gail Davis & Associates, Inc.		3500 Oak Lawn	Suite 740		Dallas	TX	75219	
Gail Spurgeon		PO Box 181298			Dallas	TX	75218-8298	
Gallop, Johnson & Neuman, L.C.		101 S Hanley Ste 1600			Saint Louis	MO	63105	
Game On!		502 South 2nd Avenue			Dallas	TX	75226	
Gaming Today		PO Box 93116			Las Vegas	NV	89193	
Garcia & Associates Security		Two Penn Plaza Ste 1500			New York	NY	10121	
GARCIA, ERICKA		Address Redacted						
GARDERE WYNNE SEWELL LLP		1000 LOUISIANA	STE 3400		Houston	TX	77002-5011	
Gardner Haas PLLC		2501 N. Harwood Street	Suite 1250		Dallas	TX	75201	
Gardner, William		Address Redacted						

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Gartner Inc		PO BOX 911319			Dallas	TX	75391-1319	
Gary Cao		53 Dutch Meadows Drive			Cahoes	NY	12047	
Gary Durham Consulting, LLC		200 Crescent Court	Suite 1414		Dallas	TX	75201	
Gary Fitzsimmons, District Clerk		600 COMMERCE ST	STE 716		Dallas	TX	75202-4606	
Gary L. Gardner		1 DeBow Dr			Robbinsville	NJ	08691	
Gary Sinse Foundation		PO Box 50008			Studio City	CA	91614-5001	
Gary V McGowan		One Riverway	STE 2070		Houston	TX	77056	
GARZA, LAUREN		Address Redacted						
Gateway Financial Advisors, Inc.		4101 Dublin Blvd.	Suite F, PMB 57		Dublin	CA	94568	
GATHINGS, SALLY		Address Redacted						
GATZKI, KENT		Address Redacted						
GAUNTT, AMANDA		Address Redacted						
Gaurav Singhal		260 W 52nd Street	Apt 9F		New York	NY	10019	
Gautier, Chris		Address Redacted						
Gazelle Court Reporting Services, LLC		2807 Allen Street, No 727			Dallas	TX	75204	
GDHCC		4622 MAPLE AVE	STE 207		Dallas	TX	75219	
Geeks Who Drink LLC		PO Box 1288			Denver	CO	80201	
General American Life Insurance		PO Box 790201			Saint Louis	MO	63179-0196	
General Information Services	Attn Sara Leslie	12770 Coit Rd, Ste 300			Dallas	TX	75251	
General Information Services		PO Box 538450			Atlanta	GA	30353-8450	
Geomap Company		PO Box 671077			Dallas	TX	75267-1077	
George Bates		4627 German Bend Drive			Humble	TX	77396	
George Catering		PO Box 140537			Dallas	TX	75214	
GEORGE FEIGER IRA		3659 WASHINGTON ST			San Francisco	CA	94118-1832	
George Mathew		15 Bank Street, #117-I			White Plains	NY	10606	
George W. Bush Foundation		2943 SMU Blvd	Leslie Cravens, Catering		Dallas	TX	75205	
George W. Bush Foundation		PO Box 600610			Dallas	TX	75360	
George W. Bush Presidential		Library and Museum	2943 SMU Boulevard		Dallas	TX	75205	
George W. Bush Presidential Center		2943 SMU Boulevard			Dallas	TX	75205	
GEORGIA DEPARTMENT OF REVENUE		Processing Center	PO Box 740239		Atlanta	GA	30374-0239	
GEORGIA DEPARTMENT OF REVENUE		PROCESSING CENTER	PO BOX 740320		Atlanta	GA	30374-0320	
GEORGIA DEPARTMENT OF REVENUE		TAXPAYER SERVICES DIVISION	PO BOX 105499		Atlanta	GA	30348-5499	
Georgia Secretary of State		2 Martin Luther King Jr. Drive	Suite 820 West Tower		Atlanta	GA	30334	
Gerry Gartenberg Productions, Inc.		3 New York Avenue			White Plains	NY	10606	
Gerson Lehrman Group		850 Third Ave	9th Floor		New York	NY	10022	
Gerson Lehrman Group		BOX 200589			Pittsburgh	PA	15251-0589	
Getty Images US Inc.		PO Box 84434			Seattle	WA	98124-5734	
GHV Settelment Fund	C/O Richard Haskell	920 N Stone Ave			Lagrange Park	IL	60526	
Gianna Cerullo		25 Highland Park Village			Dallas	TX	75205	
GIBB, ALLISON		Address Redacted						
Gibbs & Bruns LLP		1100 Louisiana Street	Suite 5300		Houston	TX	77002	
GIBBSPRODUCTIONS		2429 Connecticut Lane			Dallas	TX	75214	
Gibson, Dunn & Crutcher LLP		333 South Grand Ave			Los Angeles	CA	90071	
Gifford Fong Associates		3658 Mt. Diablo Boulevard	Suite 200		Lafayette	CA	94549-4751	
Gigantic Color		PO Box 740209, Dept# 7052			Atlanta	GA	30374	
Gilbert Bromley		3915 Crooks Rd.	No 23		Royal Oak	MI	48073	
Gilbert Martinez Jr.		4830 Cedar Springs #31			Dallas	TX	75219	
GILCHRIST, CLINT		Address Redacted						
GILL, NICOLE		Address Redacted						
GILLES, ERIN		Address Redacted						
Gillian C. Sartini		2000 Taylor St, Unit 2A			Hollywood	FL	33020	
Gillian Sartini		2000 Taylor Street #2A			Hollywood	FL	33020	
GILLUM, KATIE		Address Redacted						
Gils Elegant Catering		1001 MacArthur Blvd			Grand Prairie	TX	75050	
GIMBEL, JESSICA D.		Address Redacted						
Girard Securities, Inc.	Attn Connie Goodell	9560 Waples St, Suite B			San Diego	CA	92121	
GIRARD, ERIC		Address Redacted						
Girard, Kovarik & Associates	Attn Robert Danion	101 N. Clematis St, Ste 200			West Palm Beach	FL	33401	
GLASGOW, SAMUEL		Address Redacted						
Glassdoor		1 Harbor Drive	Suite 300		Sausalito	CA	94965	
Glassdoor		Dept 3436	PO Box 123436		Dallas	TX	75312-3436	
Glast, Phillips, & Murray		2200 One Galleria Tower	13355 Noel Rd, LB 48		Dallas	TX	75240-1518	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
GLC Advisors & Co., LLC		451 Jackson Street	2nd Floor		San Francisco	CA	94111	
Gleneagles CLO, Ltd	The Directors	PO Box 1093 GT	Queensgate House, South Church Street		Grand Cayman		KY1-11-8	Cayman Islands
GLENN KIM		7848 KIVERTON PL			Atlanta	GA	30350	
Glenn Morrison		768 Sassafras Court			Mahwah	NJ	07430	
Global Alpha Forum, LLC		30 Old Kings Hwy South			Darien	CT	06820	
Global Experience Specialists, Inc.		Bank of America, PO Box 96174			Chicago	IL	60693	
GLOBAL FINANCIAL SERVICES		PO BOX 856460			Louisville	KY	40285-6460	
Global Recruiters of Mid-Cities		PO Box 2165			Bedford Park	IL	60499-2165	
Global Shares Inc.		111 Town Square Place	Suite 1401		Jersey City	NJ	07310	
Global Shares Ireland Ltd		Unit 2, Building D,	West Cork Technology Park Clonkality Co.		Cork		P85 EY90	IRELAND
GlobalMacro Partners, LLC		1755 S. Naperville Rd	Ste 100		Wheaton	IL	60189	
GLOBE STORAGE & MOVING CO, INC		36 BLEECKER ST			New York	NY	10012	
Glocap Search LLC		156 W 56th St.	4th Floor		New York	NY	10019	
Gloss Luxury Event Rentals		6525 Briarhaven Drive			Dallas	TX	75240	
GM SNYDER AND ASSOCIATES		300 Ozark Trail Drive	Suite 104		Saint Louis	MO	63011	
Godfrey		1000 Louisiana	Suite 5100		Houston	TX	77002-5096	
Godier, Lindsey		Address Redacted						
Goetz, Matthew		Address Redacted						
Goetz, Matthew X.		Address Redacted						
Goetz, Matthew X.		Address Redacted						
Goglia PLLC		4519 Melissa Lane			Dallas	TX	75229	
Gold Crown Valet Parking, Inc.		901 Waterfall Way	Suite 107		Richardson	TX	75080	
GOLD LION		8043 Abramshire Ave			Dallas	TX	75231	
Gold Medal Strategies, Inc.		319 1st Street West			Tierra Verde	FL	33715	
Gold Star Distributors, Inc.		PO Box 831150			Richardson	TX	75083-1150	
Golds Gym International		4001 Maple Avenue	Suite 200		Dallas	TX	75219	
Golds Gym International	Attn Corporate Billing	125 E John Carpenter Frwy	Suite 1300		Irving	TX	75062	
Goldsmith Associates, PLLC		6540 Highgate Lane			Dallas	TX	75214	
GOLDSMITH, JASON		Address Redacted						
GOLDSMITH, SARAH B.		Address Redacted						
Golf Balls Galore, Inc.		2181 J and C Blvd			Naples	FL	34109	
GONZAGA, GABRIELLA		Address Redacted						
GONZALEZ, EVAN		Address Redacted						
GOOD FULTON & FARRELL		2808 FAIRMOUNT ST	STE 300		Dallas	TX	75201	
Goodwin and Marshall, Inc.		2405 Mustang Drive			Grapevine	TX	76051	
GOODWIN PROCTER LLP		EXCHANGE PLACE	53 STATE STREET		Boston	MA	02109	
Gordon, Fournaris & Mammarella, P.A.		1925 Lovering Avenue			Wilmington	DE	19806	
GOSSERAND, WILLIAM		Address Redacted						
Gotham Promotions		67 Sullivan St			New York	NY	10012	
GourmEATS - Kevin Ashade		1407 Main St.	Apt 1703		Dallas	TX	75202	
Governance RE Ltd.		Clarendon House	2 Church St		Hamilton		HM 11	Bermuda
GP Industries, Inc.		3230 Riverside Ave #110-A			Paso Robles	CA	93446	
GPI Lee Parkway, LP		3333 Lee Parkway			Dallas	TX	75219	
Grace Chang		14458 Sanford Ave # 14			Flushing	NY	11355	
Grafton Hospitality		340 South US Highway 1 Ste 306			Jupiter	FL	33477	
Graham, Jacquelyn		Address Redacted						
Grand Street Settlement		80 Pitt Street			New York	NY	10002	
Grant Thornton LLP		33570 Treasury Center			Chicago	IL	60694-3500	
Grant Wiley		6457 Glendora Avenue			Dallas	TX	75230	
Grant, Jennifer		Address Redacted						
Grants Interest Rate Observer		Two Wall Street			New York	NY	10005-2201	
Grapevine Consultants		3003 Double Creek Drive			Grapevine	TX	76051	
Grasshopper Lawn & Patio, LLC		1002 Ashby Dr			Allen	TX	75002	
GRATEKE, RYAN		Address Redacted						
Graubard Miller		The Chrysler Bldg	405 Lexington Ave		New York	NY	10174-1101	
Graves, Vanessa		Address Redacted						
GRAY, MATTHEW		Address Redacted						
Grayson CLO Ltd.	co Ogier Fiduciary Svcs (Cayman) Limited	P.O. Box 1093GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands
Great American Photo Booths		3525 Melanie Ln			Plano	TX	75023	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Great Investors Best Ideas Foundation		3879 Maple Avenue	Ste 350		Dallas	TX	75219	
Great Performances		304 Hudson Street	Suite 201		New York	NY	10013	
Great Point Capital LLC		200 W Jackson #1000			Chicago	IL	60606	
Great Southern Bank		8201 Preston Road	Suite 305		Dallas	TX	75225	
Great Value Storage		401 Congress Ave, 33rd Flr			Austin	TX	78701	
Great Value Storage		9530 Skillman Street			Dallas	TX	75243	
Greater Talent Network, Inc.		437 Fifth Avenue			New York	NY	10016	
Green, Allison		Address Redacted						
GREEN, JASON		Address Redacted						
Greenberg Traurig		1000 LOUISIANA ST	STE 1800		Houston	TX	77002	
Greenberg Traurig		2200 Ross Avenue	Suite 5200		Dallas	TX	75201	
Greenbriar CLO, Ltd.	c/o Maples Finance Limited	PO Box 1093GT	Boundry Hall, Cricket Square	George Town	Grand Cayman		KY1-11-8	Cayman Islands
Greenway - 4641 Production, L.P.		2808 Fairmount Street	Ste 100		Dallas	TX	75201	
Greenway - 4641 Production, L.P.		5924 ROYAL LANE	STE 250		Dallas	TX	75230	
Greenway - 4641 Production, L.P.	c/o Robert Lynn Management	4851 LBJ Freeway	Suite 1000		Dallas	TX	75244	
Greenway - 4641 Production, L.P.	c/o Trinity Interests, Inc.	12750 Merit Dr Ste 1300			Dallas	TX	75251	
GREENWICH STRATEGIC ADVISORS LLC		42 CARY ROAD			Riverside	CT	06878	
Greenwood Office Outfitters		2951 Suffolk Drive	Suite 640		Fort Worth	TX	76133-1149	
Greg Campbell		2200 Ross Ave, Ste 3800			Dallas	TX	75201-7967	
Greg Jackson		3102 Oak Lawn Ave Suite 777			Dallas	TX	75219	
Greg Lussen		16 Arthur Hills Court			Hilton Head Island	SC	29928	
Greg Stuecheli		7160 Greenbrook Ln			Dallas	TX	75214	
GREGG IMAMOTO		27946 AGAPANTHUS LN			Valenica	CA	91354	
GREGG IMAMOTO		4237 E SWAN FOREST DR			Carrollton	TX	75010	
Gregory C. Bussey		400 N. Willoment Avenue			Dallas	TX	75208	
Gregory Chang		2200 John Street, Unit 110			Thornhill	ON	L3T 7S7	CANADA
Gregory FCA Communications		27 West Athens Avenue			Ardmore	PA	19003	
Gregory Polsen		157 Bigelow St	Apt 2		Brighton	MA	02135	
GREGORY STUECHELI		7160 GREENBROOK LN			Dallas	TX	75214	
Gregory Webster		2050 Osprey Avenue			Orlando	FL	32814	
GREGORY, MICHAEL		Address Redacted						
GREGORY, MICHAEL		Address Redacted						
Greig Saggers		9461 Charleville Blvd	No 356		Beverly Hills	CA	90212	
Greyline Partners, LLC		P.O. Box 733976			Dallas	TX	75373-3976	
Greyline Solutions LLC		1 Sansome Street, Ste 1895			San Francisco	CA	94104-4432	
GRIFFITH, CANDICE		Address Redacted						
GRIFFITH, CANDICE C.		Address Redacted						
GRIFFITH, MATTHEW		Address Redacted						
GRO Designs, LLC		3500 Commerce St. #100			Dallas	TX	75226	
GROFF, SCOTT		Address Redacted						
Groom Law Group		1701 Pennsylvania Ave NW	Ste 1200		Washington	DC	20006	
GROS EXECUTIVE RECRUITERS, INC		1616 WESTGATE CIRCLE			Brentwood	TN	37027-8019	
Group Services Inc		Condominium San Alberto, Suite 721	605 Conado Ave		San Juan	PR	00907	
GROVES, SHAWN		Address Redacted						
Gruber Hurst Johansen Hail Shank LLP		1445 Ross Avenue	Suite 2500		Dallas	TX	75202	
GRUBHUB for Work		PO Box 748570			Los Angeles	CA	90074-8570	
Grubhub Holdings Inc.		PO Box 12470			Newark	NJ	07101-3570	
GSB Digital		30-30 47th Avenue	Suite 5500		Long Island City	NY	11101	
GT Dallas Properties LLC	c/o Capital One Bank	PO Box 3085			Hicksville	NY	11802-3085	
GT DALLAS PROPERTIES, LLC		PO BOX 3085			Hicksville	NY	11802-3085	
G-TEXAS MANAGEMENT, INC.	Attn BARBARA BOURMAN	1135 SOUTH LAMAR ST			Dallas	TX	75215	
Guardian Performance Solutions LLC		836 57th Street	Suite 408		Sacramento	CA	95819	
Guggenheim Strategic Opportunities Fund	c/o Guggenheim Partners	330 Madison Ave, 11th Floor			New York	NY	10017	
Guidepoint Global		730 Third Ave, 11th Floor			New York	NY	10017	
Guidepost Solutions, LLC		415 Madison Ave	11th Floor		New York	NY	10017	
Guild Associates		153 Mitchell Hill Rd			Lyme	CT	06371-3021	
Gulati, Sanjay		Address Redacted						
GUNNERSON, ERIK		Address Redacted						
Gunwale, LLC		300 Crescent Court	Suite 700		Dallas	TX	75201	
GUSTAVO PRILICK		13455 Noel Rd, Ste 800			Dalals	TX	75240	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
GUSTAVO PRILICK		Ortiz de Ocampo 2673 24-1			Buenos Aires		01425	ARGENTINA
Guy J. Renzi & Associates		Golden Crest Corporate Center	2277 State Hwy 33, Suite 410		Trenton	NJ	08690	
H.I.S. BridgeBuilders		2705 West Commerce St			Dallas	TX	75208	
Haas Petroleum Engineering Srvcs. Inc.		2100 Ross Avenue	Suite 600		Dallas	TX	75201	
Hagar Restaurant Service LLC		1229 West Main St.			Oklahoma City	OK	73106	
Hakemack, Christopher		Address Redacted						
Hal Whalen		2201 Lake Street	Apt 1		San Francisco	CA	94121	
Hale, Sarah		Address Redacted						
HALL, PHIL		Address Redacted						
Halloran & Sage LLP		225 Asylum Street	One Goodwin Square		Hartford	CT	06103	
HALPIN, CHRISTOPHER		Address Redacted						
Haltom, Steven		Address Redacted						
Hamilton	PRICKETT, JONES & ELLIOTT, P.A.	Marcus E. Montejo	Kevin H. Davenport	1310 King Street	Wilmington	DE	19801	
Hamilton Communications		PO Box 555			Westbrook	CT	06498	
HAMILTON, TODD		Address Redacted						
Hand Securities Inc.		820 Gessner Rd	Suite 1250		Houston	TX	77024	
Hansen, Jessica		Address Redacted						
Hanson, Adam		Address Redacted						
HARBOR GROUP LTD		70 E SUNRISE HWY	No 411		Valley Streram	NY	11581	
Harbor Yacht Clubs, LLC		1880 Harbor Island Drive			San Diego	CA	92101	
Harder LLP		132 S. RODEO DRIVE	FOURTH FLOOR		BEVERLY HILLS	CA	90212	
HARIKRISHNAN NAIR		8734 SHADY SHORE DR			Frisco	TX	75034	
Harlem Lacrosse		PO Box 708			New York	NY	10030	
Harold A. Siegel		31 Sturges Highway			Westport	CT	06880	
Harper & Peterson, P.L.L.C		3040 Woodbury Drive			Woodbury	MN	55129	
Harris Hilburn & Sherer		1111 Rosalie			Houston	TX	77004	
HARRIS, WILTSHIRE & GRANNIS LLP		1200 EIGHTEENTH ST, NW			Washington	DC	20036	
HARRISON, MATTHEW		Address Redacted						
Harsha Patwardhan		7 Inness Road			Tenafly	NJ	07670	
Hart Energy Publishing, L.P.		1616 S. Voss Rd	Suite 1000		Houston	TX	77057	
Hart Energy Publishing, L.P.		4545 Post Oak Pl Ste 210			Houston	TX	77027	
Hart Energy, LP		1616 S. Voss Street	Suite 1000		Houston	TX	77057	
Hartford CFA Society		PO Box 266			Granby	CT	06035	
Hartford Life Insurance Company		777 Main Street			Hartford	CT	06115	
Hartline Dacus Barger Dreyer LLP		6688 N. Central Expwy, #1000			Dallas	TX	75206	
Hartman Wanzor LLP		6050 Southwest Blvd	Suite 200		Fort Worth	TX	76109	
Harvard Club of Dallas		3817 Yellowstone Street			Irving	TX	75062	
Harvard Club of New York City		35 West 44th Street			New York	NY	10036	
Harvest Exchange Corp		1200 Smith St	Ste 672		Houston	TX	77002	
Haselroth, Matthew		Address Redacted						
HASENAUER, MICHAEL		Address Redacted						
HASENAUER, MICHAEL		Address Redacted						
Haven Search Group, LLC		3303 Lee Parkway	Suite 400		Dallas	TX	75219	
Hawaii State Tax Collector		PO Box 1530			Honolulu	HI	96806-1530	
HAWK Network Defense, Inc.		5057 Keller Springs Road	Suite 300		Addison	TX	75001	
Hayes, Christopher		Address Redacted						
HAYMARKET MEDIA LIMITED		23/T, The Centrium, 60 Wyndham St	Central		HONG KONG			HONG KONG
Haynes and Boone, LLP		2323 Victory Ave	Suite 700		Dallas	TX	75219	
Haynes and Boone, LLP	Attn Cari Peretzman	901 Main St # 3100			Dallas	TX	75202	
Haynes and Boone, LLP		PO Box 841399			Dallas	TX	75284-1399	
Hazen, Anthony		Address Redacted						
HCM ACQUISITION COMPANY		13455 NOEL RD	STE 800		Dallas	TX	75240	
HCM Market Letter, LLC		Harch Capital Management, LLC	621 NW 53rd Street, Suite 400		Boca Raton	FL	33487	
HEAD, ALAN		Address Redacted						
Health Strategy Consulting		46 Kilvert St			Warwick	RI	02886	
Health Texas Provider Network		PO Box 844128			Dallas	TX	75284	
Heat Software USA Inc		PO Box #204375			Dallas	TX	75320-4375	
HEATHER BROWN		1309 MAIN ST			Dallas	TX	75202	
Heather Hunt		4088 PR 3336			Greenville	TX	75402	
HEATHERINGTON, MELINDA		Address Redacted						
HEBERT, ERIC		Address Redacted						
Hedge Connection, Inc.		141 Parkway Rd	Suite 15		Bronxville	NY	10708	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Hedge Fund Alert		5 Marine View Plaza #400			Hoboken	NJ	07030-5795	
Hedge Fund Research, Inc.		10 South Riverside Plaza	Suite 700		Chicago	IL	60606	
Hedgebay Securities, LLC		62 Post Road West			Westport	CT	06880	
HEDGEFUND INTELLIGENCE LTD		NESTOR HOUSE, PLAYHOUSE YARD	ACCOUNT DEPT		London		EC4V 5EX	UK
Hedgeye Risk Mgmt, LLC		1 High Ridge Park	3rd Floor		Stamford	CT	06905	
HEIN ONKENHOUT		5530 NE TRIESTE WAY			Boca Raton	FL	33487	
HEISS, BRADFORD		Address Redacted						
Helder Melendez		58 Ivy Hill Rd.			Red Bank	NJ	07701	
Helicopters for Heroes	c/o Jeff Davis	9219 Viscount Row			Dallas	TX	75247	
HELLER EHRMAN LLP		FILE NO 73536	PO BOX 60000		San Francisco	CA	94160-3536	
Helping Our Heroes Foundation		6505 W. Park Blvd	Ste 306-165		Plano	TX	75093	
Helwig, Kevin		Address Redacted						
HENDERSHOT, PAUL		Address Redacted						
HENDRIX, KRISTIN		Address Redacted						
Henjum Goucher		2501 Oak Lawn Ave Ste #600			Dallas	TX	75219	
Henjum Goucher		2777 N. Stemmons Freeway	Suite 1025		Dallas	TX	75207	
HENNIGAN, BENNETT & DORMAN LLP		865 S FIGUEROA ST			Los Angeles	CA	90017	
Henry Chang		100 Riverside Boulevard Apt 12R			New York	NY	10069	
Herbert A. Rosenthal, Chartered		1020-19th St, NW, #400			Washington	DC	20036-6101	
HEROES FOR CHILDREN	Attn LARISSA LINTON & JENNY SCOTT	3411 PRESTON RD, STE C-13-227			Frisco	TX	75034	
HERREN, CASEY		Address Redacted						
HERRICK, KATHRYN D.		Address Redacted						
Hersey, William		Address Redacted						
Hess, Zachary		Address Redacted						
HFF SECURITIES LP		10100 SANTA MONICA BLVD	STE 1400		Los Angeles	CA	90067	
Higdon Barrett		230 Park Ave			New York	NY	10169	
HIGDON PARTNERS		230 PARK AVE			New York	NY	10169	
High Bandwidth		10107 Candlebrook Drive			Dallas	TX	75243	
High Profile, Inc.		4851 LBJ Freeway, Suite 500			Dallas	TX	75244	
High Road Touring		Jackson Haring	751 Bridgeway, 3rd Flr		Sausalito	CA	94965	
High Tower	Attn GIS	505 5th Ave, 14th Flr			New York	NY	10017	
High Tower	Attn Klaris Tamazian	200 W. Madison, Ste 2500			Chicago	IL	60606	
Highand HCF Advisor, Ltd.		300 Crescent Court	Ssuite 700		Dallas	TX	75201	
Highland Acquisition Corporation		300 Crescent Court	Suite 700		Dallas	TX	75201	
HIGHLAND ALL CAP EQUITY VALUE FUND		13455 NOEL RD			Dallas	TX	75240	
Highland Builders, Inc.		2342 Fabens Road	Ste 100		Dallas	TX	75229	
Highland Capital Funds Distributor, Inc.		300 Crescent Court	Suite 700		Dallas	TX	75201	
Highland Capital Insurance Solutions LP		200 Crescent Court	Suite 700		Dallas	TX	75201	
Highland Capital Loan Fund, L.P.	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
Highland Capital Loan GP, LLC	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
HIGHLAND CAPITAL MANAGEMENT, LP		300 Crescent Court	Suite 700		Dallas	TX	75201	
Highland Capital Mgmt Fund Advisors		300 Crescent Court	Suite 700		Dallas	TX	75201	
Highland Capital Mgmt Fund Advisors LP	Attn General Counsel	300 Crescent Court Ste 700			Dallas	TX	75201	
Highland Capital Multi-Strategy Fund LP	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
HIGHLAND CAPITAL REAL ESTATE ADVISORS		13455 NOEL RD			Dallas	TX	75240	
HIGHLAND CDO HOLDING COMPANY		13455 NOEL RD	STE 800		Dallas	TX	75240	
HIGHLAND CDO OPPORTUNITY FUND		13455 NOEL RD	STE 800		Dallas	TX	75240	
Highland CLO Funding, Ltd.		300 Crescent Court	Suite 700		Dallas	TX	75201	
Highland CLO Management, LLC		300 Crescent Court	Suite 700		Dallas	TX	75201	
Highland Credit Opportunites	Japanese Feeder Sub-Trust	c/o Intertrust (Cayman) Limited	190 Elgin Avenue	George Town	Grand Cayman		KY1-9005	Cayman Islands
Highland Credit Opportunites	Japanese Unit Trust	c/o Intertrust (Cayman) Limited	190 Elgin Avenue	George Town	Grand Cayman		KY1-9005	Cayman Islands
Highland Credit Opportunities CDO, Ltd.	c/o Walkers SPV Limited	Walker House 87 Mary Street	George Town		Grand Cayman		KY1-9002	Cayman Islands
HIGHLAND CREDIT OPPORTUNITIES FUND		13455 NOEL RD			Dallas	TX	75240	
HIGHLAND CREDIT STRATEGIES FUND RIC		13455 NOEL RD STE 800			Dallas	TX	75240	
HIGHLAND CRUSADER FUND		13455 NOEL RD	STE 800		Dallas	TX	75240	
Highland Employee Retention Assets LLC		13455 Noel Rd	Ste 800		Dallas	TX	75240	
HIGHLAND FINANCIAL CORP		13455 NOEL RD			Dallas	TX	75240	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
HIGHLAND FINANCIAL REAL ESTATE CORP		13455 NOEL RD			Dallas	TX	75240	
HIGHLAND FINANCIAL TRUST		13455 NOEL RD			Dallas	TX	75240	
Highland First Foundation Income Fund		300 Crescent Court	Suite 700		Dallas	TX	75201	
Highland Floating Rate Fund		300 Crescent Court	Suite 700		Dallas	TX	75201	
Highland Funds Asset Management		13455 Noel Rd	Ste 800		Dallas	TX	75240	
Highland Latin America Consulting, LTD		300 Crescent Court	Suite 700		Dallas	TX	75201	
Highland Legacy Limited	c/o Maples & Calder/ Graham Lockington	PO Box 309, Ugland House	South Church Street	George Town	Grand Cayman			Cayman Islands
Highland Legacy Limited	c/o Queensgate SPV Services Limited	PO Box 1093GT / Suzanne St. Thomas	Compass Center, 2nd Flr, Crewe Road	George Town	Grand Cayman			Cayman Islands
Highland Loan Fund, Ltd.	c/o Maples Corporate Services Limited	PO Box 309	Ugland House		Grand Cayman		KY1-1104	Cayman Islands
HIGHLAND LOAN FUNDING V		13455 NOEL RD	STE 800		Dallas	TX	75240	
Highland Loan Funding V, Ltd.	c/o Maples & Calder/ F.O.E.	PO Box 309, Ugland House	South Church Street	George Town	Grand Cayman			Cayman Islands
Highland Loan Funding V, Ltd.	c/o QSPV Limited	PO Box 1093 GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands
Highland Loan Master Fund, L.P.	c/o Maples Corporate Services Limited	PO Box 309	Ugland House		Grand Cayman		KY1-1104	Cayman Islands
Highland Merger Arbitrage Fund		300 Crescent Court	Suite 700		Dallas	TX	75201	
Highland MultiStrategy Credit Fund GP LP	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
Highland Multi-Strategy Credit Fund LP	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
Highland Multi-Strategy Master Fund LP	c/o MQ Services Ltd.	Victoria House	31 Victoria Street		Hamilton		0HM10	Bermuda
Highland Park CDO I., Ltd.	c/o Maples Finance Limited	PO Box 1093 GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands
Highland Prometheus		300 Crescent Court	Suite 700		Dallas	TX	75201	
Highland Prometheus Feeder Fund I, L.P.	c/o Maples Corporate Services Limited	PO Box 309	Ugland House		Grand Cayman		KY1-1104	Cayman Islands
Highland Prometheus Feeder Fund II, L.P.	c/o Maples Corporate Services Limited	PO Box 309	Ugland House		Grand Cayman		KY1-1104	Cayman Islands
Highland Prometheus Mast Fund, L.P.	c/o Maples Corporate Services Limited	PO Box 309	Ugland House		Grand Cayman		KY1-1104	Cayman Islands
Highland Restoration Capital	Partners Master LP	c/o The Corporation Trust Company	1209 Orange St		Wilmington	DE	19801	
Highland Restoration Capital	Partners Offshore LP	c/o Intertrust Cayman	190 Elgin Avenue	George Town	Grand Cayman		KY1-9005	Cayman Islands
Highland Restoration Capital Partners LP	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
HIGHLAND SELECT EQUITY FUND		13455 NOEL RD			Dallas	TX	75240	
Highland Select Equity Fund GP	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
Highland Select Equity Master Fund, GP	c/o MQ Services Ltd.	Victoria House	31 Victoria Street		Hamilton		0HM10	Bermuda
Highland Special Situations Fund		13455 Noel Rd			Dallas	TX	75204	
Highland SunBridge GP, LLC	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
Highland Tax-Exempt Fund		300 Crescent Court	Suite 700		Dallas	TX	75201	
Highland/iBoxx Senior Loan ETF		300 Crescent Court	Suite 700		Dallas	TX	75201	
HighTower Advisors		200 West Madison	Suite 2500		Chicago	IL	60606	
HighTower Advisors	Attn GIS	505 5th Ave, 14th Floor			New York	NY	10017	
HighTower Advisors/The Sarian Group		656 East Swedesford Road	Suite 360		Wayne	PA	19087	
HighTower Holding LLC		200 W. Madison	Ste 2500		Chicago	IL	60606	
Hilary Adams		7805 Westlawn Ave			Los Angeles	CA	90045	
HILGENBRINK, ANDREW		Address Redacted						
Hilgenbrink, Andrew		Address Redacted						
HILL, OWEN		Address Redacted						
Hill, Robert		Address Redacted						
Hillcrest Athletic Association		HHS Athletics c/o Andy Todd	9924 Hillcrest Rd		Dallas	TX	75230-5309	
Hines REIT 2200 Ross Avenue LP		PO Box 841147			Dallas	TX	75284-1147	
Hines REIT 2200 Ross Avenue LP		PO Box 841197			Dallas	TX	75284-1197	
Hitchcock, Daniel		Address Redacted						
HM Life Insurance Company		PO Box 382229			Pittsburgh	PA	15250-8229	
Hoedebeck, Charlie		Address Redacted						
Hoermann, Richard		Address Redacted						
Hoge & Gameros, LLP		4311 Oak Lawn Ave Ste 600			Dallas	TX	75219	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Hollister, Michael J.		Address Redacted						
Holloway, Travis		Address Redacted						
Holly Church Communications		6415 Lakeshore Drive			Dallas	TX	75214	
Holmes Detective Bureau, Inc.		1270 Avenue of the Americas	Suite 1906		New York	NY	10020	
Holt, Eric		Address Redacted						
Home Health Service		2400 Dallas Parkway	STE 440		Plano	TX	75093	
Home Health Services		3333 Earheart Drive	Suite 210		Carrollton	TX	75006	
HOME, BRIAN		Address Redacted						
HONEYCUTT, JOHN BROOKS		Address Redacted						
HONEYCUTT, JOHN BROOKS		Address Redacted						
HONGVIEN NGO+A1791		3311 BLACKBURN APT 208			Dallas	TX	75204	
HONIS, JOHN		Address Redacted						
HONIS, JOHN		Address Redacted						
Honis, Trevor		Address Redacted						
Honyaku Center Inc.		3-13-12 Mita	Minato-ku		Tokyo		109-0073	JAPAN
HOOVER HULL LLP		PO BOX 44989			Indianapolis	IN	46244-0989	
Hopes Door Inc.		860 F Ave	Suite 100		Plano	TX	75074	
HOPSON, STUART		Address Redacted						
Hotel Crescent Court		400 Crescent Court			Dallas	TX	75201	
Hotel Zaza		2332 Leonard Street			Dallas	TX	75201	
Houlihan Lokey	Attn Accounts Receivable	10250 Constellation Blvd, 5th Floor			Los Angeles	CA	90067-6802	
HOUSE OF BLUES	Attn BARBARA BOUMAN	2200 N LAMAR ST			Dallas	TX	75202	
Housing Crisis Center		Megan Singleton, Development Manager	4210 Junius Street		Dallas	TX	75246	
How Handy Is That		21650 Oxnard Street	Suite 1530		Woodland Hills	CA	91367	
Howard B. Wiener		501 W. Broadway, 19th Flr			San Diego	CA	92101	
HOWARD DRANSFIELD IRA		150 S CRYSTAL LAKES DR UNIT 60			Saint George	UT	84770-1832	
Howle, Ian		Address Redacted						
hrQ-Dallas, LLC		2859 Umatilla St			Denver	CO	80211	
HSIEH, ADA		Address Redacted						
HTH Worldwide Insurance Services	c/o Travel Accounting	One Radnor Corporate Center	Suite 100, Department 100		Radnor	PA	19087	
HUBBLE, JONATHAN		Address Redacted						
HUDSON GLOBAL RESOURCES		75 Remittance Drive, Suite 6465			Chicago	IL	60675-6465	
Hudson Reporting & Video, Inc	A DEPOSITION CENTER	2124 Oak Tree Rd			New Jersey	NJ	08820	
HUGHES & HUBBARD		One Battery Park Plaza			New York	NY	10006	
Hughes & Luce LLP		1717 Main St Ste 2800			Dallas	TX	75201	
Hughes, Alex		Address Redacted						
HUKILL, NATHAN		Address Redacted						
HULL, CYNTHIA		Address Redacted						
Hummingbird		PO Box 8500-3885			Philadelphia	PA	19178-3885	
Hundt Reporting, L.L.C.		703 McKinney Ave, Ste 405			Dallas	TX	75202	
Hunt, Brandon		Address Redacted						
HUNT, HEATHER		Address Redacted						
HUNTER COVITZ		3102 ROSS AVE #2			Dallas	TX	75240	
Hunter Donaldson		4380 S. Monaco Street	Apt 2059		Denver	CO	80237	
Hunter Mountain Investment Trust	c/o Rand Advisors LLC	John Honis	87 Railroad Place Ste 403		Saratoga Springs	NY	12866	
Hunting & Fishing for ALS Research		2525 Fairmont St			Dallas	TX	75201	
HUNTINGTON, JOHN		Address Redacted						
Hunton & Williams LLP		PO BOX 840686			Dallas	TX	75284-0686	
Hunton & Williams LLP		RIVERFRONT PLAZA, EAST TOWER	951 EAST BYRD ST		Richmond	VA	23219	
Hunton Andrews Kurth, LLP		1445 Ross Avenue	Suite 3700		Dallas	TX	75202-2799	
Hurley, Leslie		Address Redacted						
HURLEY, MICHIEL		Address Redacted						
Huron Consulting Group		4795 Paysphere Circle			Chicago	IL	60674	
Hutcherson Law		10000 N. Central Expressway	Suite 800		Dallas	TX	75231	
Hyatt Regency Lost Pines Resort and Spa		575 Hyatt Lost Pines Road			Lost Pines	TX	78612	
Hyatt Regency Scottsdale Resort & Spa		7500 E Doubletree Ranch Road			Scottsdale	AZ	85258	
I & A INTERNATIONAL		1717 MAIN ST	SUITE 4800		Dallas	TX	75201	
i Entertainment		2409 Avenue J	Suite D		Arlington	TX	76006	
I.M.S. Relocation		2005 McDaniel Drive	Ste 150		Carrollton	TX	75006	
IA Watch		100 Winners Circle, Ste 300	PO Box 5094		Brentwood	TN	37024-5094	
IA Watch		PO Box 9407			Gaithersburg	MD	20897-9824	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
IAN FARRAND		11 CASTLE VIEW DR	CROMFORD		Maatlock		DE4 3RL	UK
ICAA		1050 17th St, NW Ste 725			Washington	DC	20036-5503	
Ice Bro Promos		1007 East Levee			Dallas	TX	75207	
Ice Data Indices, LLC		PO Box 74008873			Chicago	IL	60693-8873	
ICE Data Pricing & Reference Data, LLC		PO Box 98616			Chicago	IL	60693	
ICE Systems, Inc.		PO Box 11126			Hauppauge	NY	11788-0934	
ICI Mutual Insurance Brokers, Inc.		1401 H Street NW	Suite 1000		Washington	DC	20005	
IDAHO STATE TAX COMMISSION		PO Box 83784			Boise	ID	83707-3784	
IDAHO STATE TAX COMMISSION	REVENUE OPERATIONS DIVISION	IDAHO STATE TAX COMMISSION	PO BOX 36		Boise	ID	83722-0410	
IDCSERVCO Business Services	Attn Accounts Receivable	PO Box 1925			Culver City	CA	90232-1925	
IFG Project Resourcing		1560 Sawgrass Corporate Pkwy 4th Flr			Sunrise	FL	33323	
IFP Securities, LLC		3030 N Rocky Point Dr W	Suite 700		Tampa	FL	33607	
IHS Global Inc.		PO Box 847193			Dallas	TX	75284-7193	
II Magazines	Absolute Return & Alpha	225 Park Ave - South			New York	NY	10003	
II Magazines		PO Box 4009	Subscriptions		Chesterfield	MO	63006-4009	
IINews		PO Box 5018			Brentwood	TN	37024-9552	
IJC Partners LLC		20 East 46th St	Suite 901		New York	NY	10017	
Ikon Office Solutions		DALLAS DISTRICT-DAT	PO BOX 676466		Dallas	TX	75267	
Ikon Office Solutions		LDS DALLAS DISTRICT -DAL	PO BOX 676466		Dallas	TX	75267-6466	
Ikon Office Solutions		LDS Southeast District -FTL	PO Box 532545		Atlanta	GA	30353-2545	
Ikon Office Solutions		National Accounts	PO Box 676466		Dallas	TX	75267-6466	
Ikon Office Solutions		Northeast District-NYG	PO BOX 827164		Philadelphia	PA	19182-7164	
ILLINOIS DEPARTMENT OF REVENUE		PO BOX 19009			SPRINGFIELD	IL	62794-9009	
ILLINOIS DEPARTMENT OF REVENUE		PO Box 19045			Springfield	IL	62794-9045	
Illinois Secretary of State		Department of Business Services			Springfield	IL	62756	
Illinois Securities Department		Securities Division	421 E. Capital Ave., 2nd Fl.		Springfield	IL	62701	
Illumant LLC		431 Florence Street	Suite 210		Palo Alto	CA	94301	
ImageMAKER Developement, Inc		Suite 102-416, 6th St			New Westminister	BC	V3L 3B2	CANADA
ImageNet		PO Box 613310			Dallas	TX	75261-3310	
Imaginuity Interactive, Inc.		2633 McKinney Ave	Ste 130-377		Dallas	TX	75204	
IMAMOTO, GREGG		Address Redacted						
IMCA	Attn Lara Davies	5619 DTC Pkwy, Suite 500			Greenwood Village	CO	80111	
Imran Hussain		6524 Langleigh Way			Alexandria	VA	22315	
IMRE		909 Ridgebrook Rd	Suite 300		Baltimore	MD	21152	
In Time Communications		9137 Loma Vista Dr			Dallas	TX	75243	
INCORPORATING SERVICES, LTD		3500 S DUPONT HWY			Dover	DE	19901	
Independence Capital Co., Inc.		5579 Pearl Road	Suite 100		Parma	OH	44129	
Independent Financial Group LLC		12671 High Bluff Drive	Suite 200		San Diego	CA	92130	
Independent Petroleum Assoc. of America		1201 15th St, NW	Ste 300		Washington	DC	20005	
Independent Petroleum Assoc. of America		PO Box 79584			Baltimore	MD	21279-0584	
IndexUniverse LLC		201 Mission Street	Suite 720		San Francisco	CA	94105	
IndexUniverse LLC		353 Sacramento Street	Suite 1520		San Francisco	CA	94111	
INDIANA DEPARTMENT OF REVENUE		PO BOX 1028			Indianapolis	IN	46206-1028	
Indiana Securities Division		Securities Division	302 West Washington Street, Room E-111		Indianapolis	IN	46204	
Infinity Litigation		3141 Hood St, #103			Dallas	TX	75219	
Informa Investment Solutions		PO Box 416014			Boston	MA	02241-6014	
Informa UK Ltd.		PO Box 32794			Hartford	CT	06150-2794	
Information Management Network		225 Park Avenue South, 7th Fl			New York	NY	10003	
INFOTECH		92 CORPORATE PARK	STE C703		Irvine	CA	92606	
INNES, JOHN		Address Redacted						
Innovative Legal Solutions, Inc.		440 Louisana, Suite 1100			Houston	TX	77002	
INSIDE CMS		PO BOX 7167	BEN FRANKLIN STATION		Washington	DC	20044-7167	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
INSIDE HEALTH POLICY.COM		PO BOX 7167	BEN FRANKLIN STATION		Washington	DC	20044-7167	
Insider Score		254 Witherspoon St			Princeton	NJ	08542	
InsiderScore, LLC		254 Witherspoon Street			Princeton	NJ	08542	
Insight		PO Box 78825			Phoenix	AZ	78825	
Insight Direct USA, Inc.		PO Box 731069			Dallas	TX	75373	
Insight Investments		611 Anton Blvd	Suite 700		Costa Mesa	CA	92626	
instant Technologies		54 Ross Road			Durham	NH	03824	
Institute for International Research		PO BOX 3685			Boston	MA	02241-3685	
Institute for Portfolio Alternatives		PO Box 480			Ellicott City	MD	21041-0480	
Institute for Private Investors		17 State Street	5th Floor		New York	NY	10004	
Institutional Investor News	Attn Andrew Levin	225 Park Ave South, 8th Flr			New York	NY	10003	
Institutional Investor News	Attn Jeff Schilling	225 Park Ave. South	7th Floor		New York	NY	10003	
Institutional Investor News	Attn Mutual Fund Industry Awards	PO Box 1575			New York	NY	10008	
Institutional Investor News		PO BOX 1575			New York	NY	10008-1575	
Institutional Investor News		PO Box 4009			Chesterfield	MO	63003-4009	
Institutional Investor News		PO Box 417611			Boston	MA	02241-7611	
Institutional Investor News		PO Box 5018			Brentwood	TN	37024	
Institutional Investor News		PO BOX 5034			Brentwood	TN	37024	
Institutional Investor Newsletters		PO BOX 5016			Brentwood	TN	37024-9549	
Institutional Investor Newsletters		PO Box 5018			Brentwood	TN	37024-9552	
Institutional Investor Newsletters		PO BOX 5030			Brentwood	TN	37024-9555	
Institutional Investor, LLC		PO Box 417611			Boston	MA	02241-7611	
Institutional Recovery Solutions, Inc.		626 RXR Plaza			Uniondale	NY	11556	
Insurance Commissioner of Iowa		Securities Bureau	601 Locust Street, 4th Floor		Des Moines	IA	50309-3738	
INSYNC ELECTRONIC MEDIA DESIGN, LLC		33 FELWAY DR			Coram	NY	11727	
Integra FEC LLC		1801 Lavaca Street	Suite 101		Austin	TX	78701	
Integrated Solutions		425 Gotham Pkwy			Carlstadt	NJ	07072	
Interactive Data Pricing & Reference		PO BOX 98616			Chicago	IL	60693	
InterDyn BMI		3001 Broadway St NE, #320			Minneapolis	MN	55413	
Interfor		575 Madison Avenue, Suite 1006			New York	NY	10022	
Internal Revenue Service	Attn Insolvency	1352 Marrows Road, 2nd Floor			Newark	DE	19711-5445	
Internal Revenue Service	Attn Linda Yao	4050 Alpha Road	MC 4505 NDAL		Farmers Branch	TX	75244	
Internal Revenue Service		Ogden			Ogden	UT	84201-0039	
Internal Revenue Service		P.O. BOX 21126			Philadelphia	PA	19114	
Internal Revenue Service		STOP 5107 NWSAT	4050 ALPHA RD		Farmers Branch	TX	75244-4201	
Internal Revenue Service	Centralized Insolvency Operation	2970 Market St			Philadelphia	PA	19104	
Internal Revenue Service	Attn Susanne Larson	31 Hopkins Plz Rm 1150			Baltimore	MD	21201	
Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346			Philadelphia	PA	19101-7346	
International Assets Advisory, LLC		390 North Orange Ave	Ste 750		Orlando	FL	32801	
International Bar Association		10th Flr 1 Stephen St			London		W1T 1AT	UK
International Foundation		18700 W. Bluemound Rd	PO Box 69		Brookfield	WI	53008-0069	
Intertrust		190 Elgin Ave	George Town		Grand Cayman		KY1-9000	Cayman Islands
Intex Solutions, Inc.	Accounts Receivable	110 A St			Needham	MA	02494-2807	
Intralinks		P.O. Box 10259			New York	NY	10259-0259	
Intuit		PO Box 30860			Los Angeles	CA	90030-0860	
Inventus		P.O. Box 130114			Dallas	TX	75313	
INVeSHARE, Inc.		PO Box 568			Alpharetta	GA	30009-0568	
Investigative Management Group		825 Third Avenue	18th Floor		New York	NY	10022	
Investment Company Institute		Dept. 3077			Washington	DC	20061-3077	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Investment Company Institute		PO Box 759456			Baltimore	MD	21275	
Investment Management Advisors, LLC		3131 Maple Ave., Suite 7E			Dallas	TX	75201	
Investment Management Institute		123 Mason St			Greenwich	CT	06830	
Investment Management Institute		165 W. Putnam Avenue	2nd Floor		Greenwich	CT	06830	
Investment Planners, Inc.		PO Box 170			Decatur	IL	62525-0170	
Investment Professionals Conferance	Attn Rachel Christensen	470 Tanner Building			Provo	UT	84602	
Investment Program Association		PO Box 480			Ellicott City	MD	21042-0480	
InvestmentWires, Inc.		14 Wall Street	20th Floor		New York	NY	10005	
Investor Force, Inc.		Lockbox # 415926			Boston	MA	02241-5926	
Investors Bank & Trust Company		200 Clarendon Street	Mail Code EUC 108		Boston	MA	02116	
Investors Business Daily		12655 Beatrice St.			Los Angeles	CA	90066	
IPC Information Systems, Inc.		PO Box 26644			New York	NY	10087	
IPC Network Services, Inc.	Harborside Financial Center	1500 Plaza 10	15th Floor		Jersey City	NJ	07311	
Ipitomi Limited		3rd Floor	125 Wood Street		London		EC2V 7AN	UK
Ipreo Data Inc.		421 Fayetteville Street	Suite 900		Raleigh	NC	27601	
IRELL & MANELLA LLP		840 NEWPORT CENTER DR	STE 450		Newport Beach	CA	92660-6324	
IRENE KUBERT		LASC	600 SOUTH COMMONWEALTH AVE, DEPT 316		Los Angeles	CA	90005	
Iron Mountain - Off-Site Data Protection		PO Box 915026			Dallas	TX	75391-5026	
Iron Mountain Records Management		PO Box 915004			Dallas	TX	75391-5004	
Iron Mountain Records Management	Whitelaw House	Alderstone House Business Park	MacMillan Rd		Livington		EH54 7DF	UK
IRR - Las Vegas		8367 West Flamingo Road	Suite 100		Las Vegas	NV	89147	
IRS		Earle Cabell Federal Building	1100 Commerce St #121		Dallas	TX	75242	
IRVING, MARY K.		Address Redacted						
Island Love Rebuilding Fund		PO Box 53412			Lafayette	LA	70505-3412	
Itech Inc.		6230 Wilshire Blvd, # 145			Los Angeles	CA	90048	
ITG Investment Research, Inc.		1270 Avenue of the Americas			New York	NY	10020	
ITG Investment Research, Inc.	Attn Chris Stilo	380 Madison Ave			New York	NY	10017	
ITG Investment Research, Inc.		PO Box 30270			New York	NY	10087-0270	
Ivins, Phillips & Barker Chartered		1700 Pennsylvania Avenue, NW			Washington	DC	20006	
J Gregory Stone		1 Soldier Field Park # 605			Boston	MA	02163	
J. Roby		2510 N Henderson Ave Apt 1			Dallas	TX	75206	
J.C. Trident, Inc.		9035 Orlando Ave			Navarre	FL	32566	
J.P. Turner & Co		3060 Peachtree Rd NW	11th Floor		Atlanta	GA	60305	
Jack Boles Parking		PO Box 190326			Dallas	TX	75219-0326	
Jack Takacs		1440 Broadway	17th floor		New York	NY	10018	
JACK YANG		955 Park Ave.	Apt. 4W		New York	NY	10028	
Jackson Walker		PO Box 130989			Dallas	TX	75313-0989	
Jackson Walker LLP		PO BOX 130989			Dallas	TX	75313-0989	
Jackson, Jesse		Address Redacted						
JACOBS ENGINEERING GROUP		PO BOX 651063			Charlotte	NC	28265	
JAGADEESH REDDY		16 LONGVIEW RD			Avon	CT	06001	
Jain, Ajit		Address Redacted						
Jain, Ajit		Address Redacted						
Jain, Bhawika		Address Redacted						
Jain, Bhawika		Address Redacted						
JAKE AMBROSE		903 EAST VINE ST			Leroy	IL	61752	
Jake Istnick		1007 East Levee			Dallas	TX	75207	
JAMAL CARTY		3225 TURTLE CREEK WAY			Dallas	TX	75219	
James A Shilkett		1255 S Michigan Ave # 3210			Chicago	IL	60605	
James C. Merrill & Associates, Inc.		14677 Midway Rd, Ste 203			Addison	TX	75001	
James D. Calver		191 Weed Avenue			Stamford	CT	06902	
James Edward		5224 Blackhawk Drive			Plano	TX	75093	
James Klein		7402 Lambton Park Rd			New Albany	OH	43054	
James Lamar		88 Morgan Street, Unit 4907			Jersey City	NJ	07302	
James Love		2606 Green Falls Court			San Antonio	TX	78258	
James Mathis Consulting LLC		3701 Braewood Circle			Plano	TX	75093	
JAMES PAGLIAROLI		1125 NE 91ST TERRACE			Miami Shores	FL	33138	
James Palmer		1141 Canoe Ln			Plano	TX	75023	
James R. Thompson		2929 Carlisle, Ste 300			Dallas	TX	75204	
James, Carter & Coulter, P.L.C.		500 Broadway	Suite 400		Little Rock	AR	72203	
JAMESON, MATTHEW		Address Redacted						
JAMS, Inc		PO Box 512850			Los Angelos	CA	90051-0850	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
JAMS, Inc.		PO Box 512850			Los Angeles	CA	90051-0850	
Jane Rose Reporting Inc.		2547 State Hwy. 35	Suites 1&2		Luck	WI	54853	
Janet McGreal		3737 Atwell Street	No 201		Dallas	TX	75209	
JANIS ROGERS & ASSOCIATES		1545 W MOCKINGBIRD LN	STE 1032		Dallas	TX	75235	
Jansen & Palmer, LLC		4746 Elliot Avenue South			Minneapolis	MN	55407	
JANULESKI, GEOFFREY J		Address Redacted						
Japan Alternative Investment Co Ltd		19th Floor, KDDI Otemachi Bldg	1-8-1 Otemachi, Chiyoda-ku		Tokyo		100-0004	JAPAN
Japanese Evangelical Missionary Society		948 East Second St			Los Angeles	CA	90012-4382	
Jardine, Jeffrey		Address Redacted						
Jardine, Jordan		Address Redacted						
Jaron Stern		348 S. Hauser Blvd # 114			Los Angelos	CA	90036	
Jason Chang		99 John St #220			New York	NY	10038	
Jason Fink		1315 Hicks Trail			Lucas	TX	75002	
Jason Goldsmith		110 Tripp Street			Bedford Corners	NY	10549	
JASON GREEN		13455 NOEL RD	STE 800		Dallas	TX	75240	
Jason Hoarell		4215 Shamans Dr			Marietta	GA	30062	
JASON KIRSCHNER		20 2ND ST, APT 502			Jersey City	NJ	07302	
Jason L. Janik		10419 Fern Drive			Dallas	TX	75238	
JASON SANTAMARIA		173 ROWAYTON WOODS DR			Norwalk	CT	06854	
Jason Vanacour		14675 Midway Road, Suite 100			Addison	TX	75001	
Jason Vanacour		9605 Southern Hills Drive			Plano	TX	75025	
Jasper CLO, Ltd.	co Ogier Fiduciary Svcs (Cayman) Limited	PO Box 1234	Queensgate House, South Church Street		Grand Cayman			Cayman Islands
Jay Angotti		14000 The Lakes Blvd	Apt 732		Pflugerville	TX	78660	
Jay Borikar		2411 Flint Lock Dr			Clearwater	FL	33765	
Jay Gierak		2725 Sand Hill Rd			Menlo Park	CA	94025	
Jay M Cohen, PA		PO Box 2210			Winter Park	FL	32790	
Jay Sluis		610 Ekman Dr			Batavia	IL	60510-8935	
Jay Steigerwald		1425 Garden St. #405			Hoboken	NJ	07030	
JB Sigmon		1112 Mariposa Drive			Austin	TX	78704	
JDRF Greater Dallas Chapter		9400 N Central Expressway	Suite 1201		Dallas	TX	75231	
Jean-Francois Lemay		52 Harold Street			Etobicoke ON M8Z 3R3			CANADA
Jeff Cohen		3004 Susanne Court			Owing Mills	MD	21117	
Jeff Damec		7533 100th Street SE			Caledonia	MI	49316	
Jeff Gilbert		140 Newport Center Dr.	Suite 200		Newport Beach	CA	92660	
Jeff Graham		5165 CR 2013			Glen Rose	TX	76043	
Jeff Habicht		1550 Bell Ave	No 2B		Chicago	IL	60622	
JEFF LIU		17935 BENCHMARK DR			Dallas	TX	75252	
Jeff Seaver		7 Vesper Street			Scarborough	ME	04074	
Jeff Turner		5828 Royal Crest			Dallas	TX	75230	
Jefferies	Ronald Wong	101 California Street	Suite 3100		San Francisco	CA	94111	
Jeffrey Cohen		3004 Susanne Court			Owing Mills	MD	21117	
Jeffrey Dutton		406 Flat Mountain Rd			Saint Agatha	MA	04772-6016	
Jeffrey Rose		4953 W Vivaldi Dr			Las Vegas	NV	89146	
JEMS		948 EAST 2ND ST			Los Angeles	CA	90012-4317	
Jenifer Jurrius		15738 Seabolt Place			Addison	TX	75001	
JENKINS, AMY		Address Redacted						
JENNA BRIDGES		3355 BLACKBURN ST			Dallas	TX	75204	
JENNER & BLOCK LLP		353 N CLARK ST			Chicago	IL	60654-3456	
Jenni Logan		5165 CR 2013			Glen Rose	TX	76649	
Jennifer Buntz		53 Legend Lane			Houston	TX	77024	
JENNIFER JURRIUS		13455 NOEL RD	STE 800		Dallas	TX	75240	
JENNIFER LYNN HUNTSMAN TRUST	Attn BRIAN SHRUM	1 S MAIN ST 12TH FLR			Salt Lake City	UT	84111-1904	
Jennifer Ricci		499 E. Pasacana St.			Meridian	ID	83646	
Jennifer Wooton		13330 Noel Rd			Dallas	TX	75240	
JENSEN, ASTRID		Address Redacted						
JENSEN, MARTY		Address Redacted						
Jeong, Sang K.		Address Redacted						
Jeremy Kross		1755 York Ave			New York	NY	10128	
Jeremy Simpson		5165 CR 2013			Glen Rose	TX	76649	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
JERICHO SERVICES		2571 MERRELL RD			Dallas	TX	75229	
JEROME CARTER		1511 OAKHOLLOW DR			Allen	TX	75002	
Jesse Jackson		3504 Irvin Dr			Sachse	TX	75048	
Jessica Gimbel		9 West 31st Street	Apt #26E		New York	NY	10001	
Jessica Hoskings		3428 Asbury			Dallas	TX	75205	
Jessica Nalder		5165 CR 2013			Glen Rose	TX	76649	
Jessica Ogle		5165 CR 2013			Glen Rose	TX	76649	
Jesuit Alumni Homecoming		12345 Inwood Rd			Dallas	TX	75244	
Jetti, Vikram		Address Redacted						
JEWISH FEDERATION OF GREATER DALLAS	Attn KAREN HANEY	JACOB FELDMAN BUILDING	7800 NORTHAVEN RD		Dallas	TX	75230	
JHAWER, SHANTANU		Address Redacted						
Jill Naponic		6559 Ridgemont Dr			Dallas	TX	75214	
Jillian Ashenbrener		39 John Street	Apt 2a		New York	NY	10038	
Jim Pagliaroli		1125 NE 91ST TERRACE			Miami Shores	FL	33138	
Jinny Cha		Banpo Apt 106-501	Banpo-dong 958, Seoch-gu		Seoul			KOREA
JJB Hilliard, WL Lyons LLC	Attn Mac Thomas	500 West Jefferson Street			Louisville	KY	40202	
JOCELYN FRANK FABIANCIC		3220 Ridgeland #209			Montreal	QC	H3V 1139	CANADA
Jocoy, Laura		Address Redacted						
Jocoy, Laura C.		Address Redacted						
JOE DOUGHERTY		303 Larsh Ln			Ada	OK	74820	
JOE DOUGHERTY		3313 Amherst Avenue			Dallas	TX	75225	
JOE EMMANUEL		10406 TRAIL CLIFF DR			Dallas	TX	75238	
Joe Farach		3995 Falls Ridge Drive			Alpharetta	GA	30022	
Joe Foster Company LLC		25 Highland Park Village	Suite 100-880		Dallas	TX	75205	
Joe Joyner		440 Park Ave			Clarendon Hills	IL	60514	
Joe Kingsley		1154 Haven Brook Lane NE			Atlanta	GA	30319	
Joe Laganza		515 Church Hill Road			Trumbull	CT	06611	
Joe Norton		Storey Hall, Room 306	3315 Daniel Avenue		Dallas	TX	75275	
Joe Scanlon		CRT Capital Holdings LLC	262 Harbor Drive		Stamford	CT	06902	
JOEL ESHBAUGH		PO BOX 993			Quechee	VT	05059	
Joel Zeff Creative		PO Box 979			Coppell	TX	75019	
Johanna McBroom		5165 CR 2013			Glen Rose	TX	76649	
JOHN A TOWNSEND, IOLTA	TAX PROCEDURE GROUP	5615 KIRBY DR, STE 830			Houston	TX	77005	
John Burer		500 Trinity Lane	No 4305		St. Petersburg	FL	33716	
John Caron		5 Atwood Avenue			Millbury	MA	01527	
John Chant		1170 Tuolumne Ct.			Millbrae	CA	94030	
John Crocker		1641 Third Avenue, Apt. 21-HE			New York	NY	10128	
John Duval Associates		400 East 56th St Ste 10-S			New York	NY	10022	
John Duval Associates		446 Milan Hill Rd			Red Hook	NY	12571	
John F. Warren, Dallas County Clerk	Attn Central Records	600 Commerce St--B1			Dallas	TX	75202	
John Fink		2410 Alexander Ridge Blvd			Winter Garden	FL	34787	
JOHN FRUSHA		19110 HONORS POINTE CT			Baton Rouge	LA	70810-7925	
JOHN GALANTE		4658 PARMA LN			Frisco	TX	75034	
John Gavin		8849 Ashgrove House Lane			Vienna	VA	22182	
John Guagliardo		4916 Clearwater Lane			Naperville	IL	60564	
John Hancock Life Insurance		PO Box 894764			Los Angeles	CA	90189-4764	
John Hare		21 Old Farm Rd			Darien	CT	06820	
JOHN HENNEGAN		211 EAST OHIO ST, APT 1915			Chicago	IL	60611	
John Holmes		57 Bear Claw Ct.			Wentzville	MO	63385	
John Howard		3000 Kramer Lane	Apt 1327		Austin	TX	78758	
JOHN HUNTINGTON		126 WEST 86TH			New York	NY	10024	
John Ly		345 E. 83rd St., Apt 29			New York	NY	10028	
John Martin		5519 NW 81st Terrace			Kansas City	MO	64151	
John Mayeron		5445 Caruth Haven Ln	No 924		Dallas	TX	75225	
JOHN MELTON		9868 SAINT MICHAELs LANE			Bridgewater	VA	22812	
JOHN MORGAN		3805 Park Place			Addison	TX	75001	
JOHN MORRIS		2747 E MELONY DR			Salt Lake City	UT	84124-3051	
John Partchenko		9208 Lake Ridge Dr.			Clarkston	MI	48348	
John Paul Raflo		5880 Pageland Ln.			Gainesville	VA	20155	
John Perkins		323 Yadkin Drive			Raleigh	NC	27609	
John R Ames, CTA		PO Box 139066			Dallas	TX	75313-9066	
John R Ames, CTA		Records Bldg, 500 Elm St	PO Box 139033		Dallas	TX	75313-9033	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
John R. Watkins		3015 Compton Court			Alpharetta	GA	30022	
John Reineberg		500 E 77th St. Apr 1806			New York	NY	10162	
John Roby		2510 N Henderson Ave	Apt 1		Dallas	TX	75206	
John Seng		1506 Darnley Ln			Houston	TX	77077	
John Yang		955 Park Ave	Apt 4W		New York	NY	10028	
JOHN, KYLE		Address Redacted						
Johnston Tobey Baruch, P.C.		3308 Oak Grove Avenue			Dallas	TX	75204	
Jolles Associates, Inc.		PO Box 930			Great Falls	VA	22066	
JON BURKE		31 DARLENE DR			Southborough	MA	01772	
JON MARTIN		2114 NORTON RD			Charlotte	NC	28207	
JON TAYLOR		16470 BEACONS JET COURT			Garden Valley	TX	75771	
JONATHAN MANO		8100 AMBIANCE WAY			Plano	TX	75024	
Jones Day		555 South Flower St	50th floor		Los Angeles	CA	90071	
Jones Reporting Company Inc		Two Oliver Street			Boston	MA	02109	
Jones Roach & Caringella, Inc.		2221 Camino del Rio South	Suite 202		San Diego	CA	92108	
JONES, DAVID		Address Redacted						
Jones, Michael		Address Redacted						
Jones, Owen		Address Redacted						
JONES, ROBERT		Address Redacted						
Jones, Terrence O.		Address Redacted						
Jordan Fraker Photography		8806 San Fernando Way			Dallas	TX	75218	
Jordan Kahn Music Company		3941 Legacy Drive	No 204 A-225		Plano	TX	75023	
Jordan Malouf		Jordan Malouf	5501 Marquette Dr		Plano	TX	75093	
Jordan Thompson		1531 W 78th St, Apt #516			Tulsa	OK	74132	
Jordan, Hyden, Womble & Culbreth P.C.		500 N Shoreline, Ste 900N			Corpus Christi	TX	78471	
Jordan, Micah		Address Redacted						
JORDEN BURT		777 BRICKELL AVE	STE 500		Miami	FL	33131-2803	
JORGE JARAMILLO		6256 MCCOMMAS BLVD			Dallas	TX	75214	
Jose Antonio Blanco & Asociados		Valentin Vergara 1675	1602 Florida		Buenos Aires			ARGENTINA
Jose Ontiveros		5165 CR 2013			Glen Rose	TX	76649	
Josef Yehia		1717 Toomey Rd	Apt 341		Austin	TX	78704	
JOSEPH BIDJOKA		343 S DEARBORN ST	APT 1608		Chicago	IL	60604	
Joseph Kevin Ciavarra		10 Liberty Street, Apt 4F/5F			New York	NY	10005	
Joseph R Pinkston III		5814 Falls Rd			Dallas	TX	75225	
Josh & Jenn Terry	c/o Brian P. Shaw, Esq.	Rogge Dunn Group, PC	500 N. Akard Street, Suite 1900		Dallas	TX	75201	
Josh Bock		3611 Harvard Ave.			Dallas	TX	75205	
Josh Philips		847 Garden St			Hoboken	NJ	07030	
Josh Terry		3509 Princeton Avenue			Dallas	TX	75205-3246	
Josh Terry	Attn Rakhee V. Patel, Winstead PC	500 Winstead Building	2728 N. Harwood Street		Dallas	TX	75201	
Joshua Tree Feeding Program Inc		1601 W Indian School Rd			Phoenix	AZ	85015	
Joy Squad Dallas		1725 Prescott Drive			Flower Mound	TX	75028	
JP Morgan		ITS Fee Billing	PO Box 911953		Dallas	TX	75391-1953	
JP Morgan		WSS GLOBAL FEE BILLING	PO BOX 26040		New York	NY	10087-6040	
JP MORGAN HEDGE FUND SERVICES		ONE BEACON ST, 19TH FLR			Boston	MA	02108	
JP Sevilla		2465 Chestnut Street	No 102		San Francisco	CA	94123	
JPMorgan Chase Bank	Worldwide Securities Services	600 Travis Street, 50th Floor			Houston	TX	77002	
JPMorgan Clearing Corp	Attn Metrotech Center North	1 MetroTech Center # 1			Brooklyn	NY	11201	
JPMORGAN FCS		13455 Noel Rd, Ste 1150			Dallas	TX	75240	
JPMORGAN FCS		WSS GLOBAL FEE BILLING	PO BOX 26040		New York	NY	10087-6040	
JT Magen & Company Inc		44 West 28th Street	11 th floor		New York	NY	10001	
Judy Chamberlin Entertainment		2604 Medline Ct			Southlake	TX	76092	
Jumpline, Inc. Web Hosting		111 2nd Ave NE	Suite 620		St Petersburg	FL	33701	
JUN HONG HENG		311 E 25TH ST, APT 1F			New York	NY	10010	
JUNG, KEVIN		Address Redacted						
Junior Achievement of Dallas	Attn Shelley Strickland	1201 W Executive Dr			Richardson	TX	75081	
JUNIOR LEAGUE OF DALLAS		8003 INWOOD RD			Dallas	TX	75209	
Justin Carfora		201 Commons Park South Unit 1606			Stanford	CT	06902	
Justin Gould		419 Dalewood Dr			Orinda	CA	94563	
Justin Nabours		5165 CR 2013			Glen Rose	TX	76649	
Justin Smith		2598 Violet Street			Glenview	IL	60026	
Juvenile Diabetes Research Foundation		26 Broadway	14th Floor		New York	NY	10004	
JW Cole Financial, Inc.		11811 N. Tatum Blvd	Ste 3055		Phoenix	AZ	85028	
JW Marriott Essex House NY		160 Central Park South			New York	NY	10019	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
K & L Gates LLP		Suite 2800	1717 Main Street		Dallas	TX	75201	
K&L Gates LLP		State Street Financial Center	One Lincoln Street		Boston	MA	02111-2950	
Kadleck & Associates		555 Republic Dr, suite 115			Plano	TX	75074	
KAHR REAL ESTATE SERVICES LLC		139 FULTON ST	STE 319		New York	NY	10038	
KAI CHEN		10634 MARQUIS LANE			Dallas	TX	75229	
Kane Environmental Engineering, Inc.		8816 Big View Dr			Austin	TX	78730	
KANE RUSSELL COLEMAN & LOGAN PC		3700 THANKSGIVING TOWER	1601 ELM ST		Dallas	TX	75201	
Kansas Corporate Tax		Department of Revenue	915 SW Harrison Street		Topeka	KS	66612-1588	
Kansas Independent Oil & Gas Association		229 E. William	Suite 211		Wichita	KS	67202-4027	
Kapil Mathur		16 Queen Mary Ct.			Sugar Land	TX	77479	
Kaplan Voekler Cunningham & Frank PLC		PO Box 2470			Richmond	VA	23218-2470	
KAREL, TRAVIS		Address Redacted						
Karen Weiss		14020 Far Hills Lane			Dallas	TX	75240	
Karl Eisleben		3 Valley Ridge Rd			Harrison	NY	10528	
KARL FARMER		5506 Azalea Trail Lane			Sugar Land	TX	77479	
Karthik Bhavaraju		79 Forest Dr. #A			Springfield	NJ	07081	
Kase Kinney		1901 Brown Street			Philadelphia	PA	19130	
Kasey Drinnon		810 E Johnston			Rotan	TX	79546	
kasina, LLC		581 Avenue of the Americas	5th Floor		New York	NY	10011	
KASOWITZ, BENSON, TORRES & FRIEDMAN LLP		1633 BROADWAY			New York	NY	10019-6799	
Kastle Systems		PO BOX 75160			Baltimore	MD	21275-5160	
Kathryn Plouff		4347 Brookview Dr			Dallas	TX	75220	
KattenMuchinRosenman LLP		525 W Monroe St			Chicago	IL	60661-3693	
Katthik Bhavaraju		79 Forest Drive # A			Springfield	NJ	07081	
KAUFFMAN, PAUL		Address Redacted						
Kavita Naik		25 Far Horizons Drive			Bethel	CT	06801	
KCD Financial	Attn Vicki Berger	3061 Allied St, Ste B			Green Bay	WI	54304	
KCD Financial, Inc.		3061 Allied St.	Suite B		Green Bay	WI	54304	
KEARNEY, JOSEPH		Address Redacted						
KEARNEY, JOSEPH D.		Address Redacted						
KEITH BECKMAN		4328 Grassmere Lane			Dallas	TX	75205	
Keith Bowers		2817 Country Club Rd			Pantego	TX	76013	
Keith Dunlap		213 Kelvington Way			Peachtree City	GA	30269	
Keith Gorman		88 Bleecker St	Apt 2K		New York	NY	10012	
Keith Schneider		675 Sharon Park Drive # 204			Menlo Park	CA	94025	
Kelan Advisors		PO Box 122			Lexington	MA	02420	
Keller Williams	c/o Paula Barbee	2101 Summer Lee Drive #209			Rockwall	TX	75032	
KELLOGG		KELLOGG ALUMNI CLUB	7040 BROOKSHIRE DR.		Dallas	TX	75230	
Kellogg Huber Hansen Todd Evans		1615 M Street N.W.	Ste 400		Washington	DC	20036-3209	
Kelly Bennett		955 Massachusetts Ave #179			Cambridge	MA	02139	
Kelly Correll		7121 E Rancho Vista Dr	Unit 4005		Scottsdale	AZ	85251	
KEN KAPADIA		13455 NOEL RD	STE 800		Dallas	TX	75240	
KEN KUNIMOTO		1095 FAIRVIEW LANE			Fort Lee	NJ	07024	
Ken Owen & Associates		801 West Ave			Austin	TX	78701-2207	
Ken Paxton Campaign		1505 Elm Street, #1601			Dallas	TX	75201	
Kendall + Landscape Architecture		8150 North central Expressway, ste 701	Campbell Centre II		Dallas	TX	75206	
Kendall Best		520 Winslow Ave.			Long Beach	CA	90814	
Kennecott Funding Ltd	c/o Guggenheim Partners	330 Madison Ave, 11th Floor			New York	NY	10017	
Kennedy DMC Austin		5810 Trade Center Dr	Suite 500		Austin	TX	78744	
KENNETH BELLAIRE		1135 W LILL AVE	APT 2E		Chicago	IL	60614	
Kenneth Daewoo Park		1325 Pacific Highway	Unit 402		San Diego	CA	92101	
Kenneth L Maun	Tax Assessor Collector	Collin County	PO Box 8046		McKinney	TX	75070	
Kenneth L. Maun		PO Box 8046			McKinney	TX	75070-8046	
Kenneth Tharp		5942 Douglas Rd			Smithton	IL	62285	
Kenny Juarez		17 John Street	Apt 7C		New York	NY	10038	
Kensho Technologies, Inc.		17 Dunster St	Suite 300		Cambridge	MA	02138	
KENT CAPPS		625 W MADISON ST #1807			Chicago	IL	60661	
Kent Gatzki		813 Whitehall			Plano	TX	75023	
Kentucky State Treasurer	Division of Securities	1025 Capital Center Drive, Suite 200			Frankfort	KY	40601	
KERA		3000 Harry Hines Blvd			Dallas	TX	75201	
Kercsmar & Feltus PLLC		6263 N. Scottsdale Rd.	Suite 320		Scottsdale	AZ	85250	
Kerns, Brian		Address Redacted						
Kerri Kearney		48 Susan Ave			Midland Park	NJ	07432	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
KEVIN CLEARY		7 DOUGLAS DR			Long Valley	NJ	07853	
Kevin Dowd		631 N. Stephanie Street	No 216		Henderson	NV	89014	
Kevin Dunwoodie		404 East 76th Street, #5H			New York	NY	10021	
KEVIN ETHRIDGE		13740 MONTFORT DR			Dallas	TX	75240	
KEVIN LATIMER		4223 BORDEAUX			Dallas	TX	75205	
Kevin Messerle		91 Westwood Rd			Fairfield	CT	06825	
Kevin Potts		5745 Ballantrae Circle			Dublin	OH	43016	
Kevin Price		63 Drake Lane			West Lebanon	NH	03784	
KEVIN ROURKE		3308 WESTMINSTER AVE			Dallas	TX	75205	
KEVIN SHAHBAZ		4100 TRAVIS ST			Dallas	TX	75204	
KeyBank National Association	as Administrative Agent	225 Franklin Street, 18th Floor			Boston	MA	02110	
KeyBank National Association	as Agent	127 Public Square			Cleveland	OH	44114	
Keybank National Association	Attn KREC Loan Services	4910 Tiedman Road	3rd Floor		Brooklyn	OH	44144	
KFORCE PROFESSIONAL STAFFING		PO BOX 2277997			Atlanta	GA	30384-7997	
KidLinks		6387B Camp Bowie Blvd	No 278		Fort Worth	TX	76116	
KidLinks Foundation		5485 Belt Line Rd	Suite 400		Dallas	TX	75254-7604	
Kiely, Thomas		Address Redacted						
Kieran Brennan		295 Park Avenue South	APT 12N		New York	NY	10010	
Kilcullen & Company		150 N. Radnor Chester Rd.	Suite C210		Radnor	PA	19087	
KILLEBREW, MATT		Address Redacted						
Kim & Chang		Seyang Building, 223 Naeja-dong	Jongno-gu		Seoul		110-720	KOREA
Kim Dawson Agency		1645 Stemmons Freeway	Suite #B		Dallas	TX	75207	
Kim Leslie Shafer		37 West 93rd Street	No 30		New York	NY	10025	
Kim R. Kunz		6645 Morro Rd.			Atascadero	CA	93422	
Kim, Austen		Address Redacted						
KIM, HELEN		Address Redacted						
Kinder, Travis		Address Redacted						
KING & SPALDING LLP		1180 Peachtree St NE			Atlanta	GA	30309-3521	
KING & SPALDING LLP		PO Box 116133			Atlanta	GA	30368-6133	
Kingwood Administrative Services		15 Golf Linds Ct			Kinwood	TX	77339	
Kingwood Forestry Service, Inc		PO Box 1290			Monticello	AR	71657	
Kingwood Forestry Services, Inc		145 Greenfield Drive			Monticello	AR	71655	
Kinney Recruiting LP		106 E 6th St Ste 300			Austin	TX	78701	
Kinsley & Associates, LLC		6732 West Coal Mine Avenue	No 500		Littleton	CO	80123	
Kirby Noel		32 Vista Trail			Wayne	NJ	07470	
Kirkland & Ellis		153 E 53RD ST	CITIGROUP CENTER		New York	NY	10022-4611	
Kirkland & Ellis		777 S Figueroa St Ste 3700			Los Angeles	CA	90017	
Kirkpatrick Lockhart Preston Gates Ellis		1601 K Street NW			Washington	DC	20006-1600	
Kirkpatrick Lockhart Preston Gates Ellis		SUITE 2800	1717 MAIN ST		Dallas	TX	75201	
Klee, Tuchin, Bogdanoff & Stern		2121 Ave of the Stars, Flr 33			Los Angeles	CA	90067	
Kleinberg, Kaplan, Wolff & Cohen		551 Fifth Ave 18th Flr			New York	NY	10176	
Kline & Kline		8117 Preston Rd, Ste 300			Dallas	TX	75225	
Klisares, Michael		Address Redacted						
KLOS, DAVID		Address Redacted						
Klosters Trading Corporation		61 Heather Lane			Williston	VT	05495	
KMS Financial Services, Inc.	Attn Megan Slater	2001 Sixth Avenue, Suite 280			Seattle	WA	98121-9833	
Knect365 US, Inc.		PO Box 3685			Boston	MA	02241-3685	
KNIGHT ELECTRICAL SERVICES CORP		111 8TH AVE	STE 526		New York	NY	10011-5298	
KNIGHT ELECTRICAL SERVICES CORP		599 11th Avenue			New York	NY	10036	
Knights of Columbus		2280 Springlake Road			Dallas	TX	75234	
Knott, Brandon		Address Redacted						
Knott, Brandon		Address Redacted						
Knott, Brandon		Address Redacted						
Knox, Haley		Address Redacted						
KNUTSON, DEREK		Address Redacted						
Koch Companies Public Sector, LLC		PO Box 93901			Chicago	IL	60673	
Kody Krause		5165 CR 2013			Glen Rose	TX	76649	
Komen Dallas Race for the Cure		765 NorthPark Center			Dallas	TX	75225	
Komen Dallas Race for the Cure	Attn GARI PHILLIPS	12820 HILLCREST	STE C105		Dallas	TX	75230	
Korea Chonha Translation Co., Ltd.		1024 Manhattan Bldg. 36-2	Yeungdeungpo-gu		Seoul		150-746	KOREA
Korea Standard Transl Center Co, Ltd.		S-701, Garden 5 Works	Munjeong-dong Songpa-gu		Seoul		138-200	KOREA
KORNGUT, BRYAN		Address Redacted						
KORTLANDER, MATTHEW		Address Redacted						
KORTLANDER, MATTHEW A.		Address Redacted						
Kouzmenko, Svetlana		Address Redacted						

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Kovack Securities Inc.		6451 N. Federal Hwy	Suite 1201		Ft. Lauderdale	FL	33308	
Kovelan, Kari J.		Address Redacted						
KPMG LLP		3 Chesnut Ridge Rd			Monvale	NJ	07645	
KRAMER LEVIN NAFTALIS & FRANKEL LLP		1177 AVENUE OF THE AMERICAS			New York	NY	10036-2714	
Kramer Nelson		2520 Clark Street	Apt 719		Dallas	TX	75204	
Krishnan, Prasad		Address Redacted						
Kroll Associates, Inc.		475 Sansome Street	Suite 510		San Francisco	CA	94104	
Kromann Reumert		Sundkrogsgade 5			Copenhagen		DK-2100	DENMARK
Krytzer, Damon		Address Redacted						
KUCHLER, TOM		Address Redacted						
Kuehn, Richard		Address Redacted						
KULWICH, STEPHANIE		Address Redacted						
Kuperman, Orr & Albers PC		2801 Via Fortuna	Suite 430		Austin	TX	78746	
KURATTI, MOHAN		Address Redacted						
KURT DAUM		7503 Rocking Horse Lane			Boerne	TX	78015	
KURT DAUM		8700 Star Ranch Road	No 3301		Fair Oaks Ranch	TX	78015	
KURT PLUMER		4725 Jerral Dr.			Frisco	TX	75034	
Kurtosys Systems Inc.		134 5th Ave	3rd Floor		New York	NY	10011	
KWOK, NAM		Address Redacted						
L.A. Fuess Partners		3333 Lee Pkwy, Ste 300			Dallas	TX	75219	
L.C. Kirk & Co		101 W Argonne	Ste 16		Saint Louis	MO	63122	
LABADIE, MICHAEL		Address Redacted						
Lackey Hershman LLP		3102 Oak Lawn, Ste 777			Dallas	TX	75219-4241	
Lackey Hershman LLP	Paul Lackey, Esq.	Stinson LLP	3102 Oak Lawn Avenue, Ste 777		Dallas	TX	75219	
LAFFER ASSOCIATES		103 Murphy Court			Nashville	TN	37203	
LAH Investments, LLC		4 Circle Drive			Rumson	NJ	07660	
Lamba, Menka		Address Redacted						
LAMENSDORF, JONATHAN		Address Redacted						
Lamplighters Parents Association		11611 Inwood Road			Dallas	TX	75229	
Landmark Graphics Corp		10200 Bellaire Blvd			Houston	TX	77072	
Landmark Graphics Corp		2107 CityWest Blvd	Building 2		Houston	TX	77042-2827	
Landmark Graphics Corp		PO Box 301341			Dallas	TX	75303-1341	
Landmark Graphics Corporation		10200 Bellaire Blvd			Houston	TX	77072-5299	
Landon Patterson		200 CR 180			Leander	TX	78641	
Landpro Corporation		21755 I-45 North	Building 7		Spring	TX	77388	
Landry, John		Address Redacted						
Lanier Worldwide, Inc.		PO Box 105533			Atlanta	GA	30348-5533	
Larkin, William		Address Redacted						
LAROCHE PETROLEUM CONSULTANTS, LTD		4600 GREENVILLE AVE	STE 160		Dallas	TX	75206	
LaRoche Petroleum Consultants, Ltd.		2435 N. Central Expwy	Suite 1500		Richardson	TX	75080	
LARRY LINDSEY		13455 NOEL RD	STE 800		Dallas	TX	75240	
LARRY LINDSEY		7309 DANASHIRE AVE			Dallas	TX	75231	
Lars Enstrom		14 Witches Lane			Highlands	NJ	07732	
LARSEN, JESS S.		Address Redacted						
LARSON & MCGOWIN INC.		254 NORTH JACKSON ST	PO BOX 2143		Mobile	AL	36652	
Laser App		222 Valley Creek Blvd, Ste 300			Exton	PA	19341	
Laser App		3190 Shelby Street	Suite D-100		Ontario	CA	91764	
LATENTZERO INC		160 Federal Street	16 th Floor		Boston	MA	02110	
LATENTZERO INC		Dept CH 16755			Palatine	IL	60055-6755	
LATENTZERO INC		PO BOX 415437	16TH FLR		Boston	MA	02241	
Lateral Group NA, LLC		5516 Collection Ctr Drive			Chicago	IL	60693	
LATHAM & WATKINS LLP		PO BOX 7247-8181			Philadelphia	PA	19170-8181	
LATIMER, KEVIN		Address Redacted						
Latin Markets		10 W. 37th St	7th Floor		New York	NY	10018	
LatinFinance		Subscriptions	PO Box 4009		Chesterfield	MO	63006-4009	
Lattig, Larry		Address Redacted						
LAURA KNIPP		13455 NOEL RD	STE 800		Dallas	TX	75240	
Lauren A. Coleman		315 Berry St. #302			Brooklyn	NY	11211	
Lauren Brady		311 East 81st Street	Apt 4FW		New York	NY	10028	
LAUREN HOLLAND		56 PINE ST	APT 15E		New York	NY	10005	
Lauren Okada		13455 Noel Rd	suite 800		Dallas	TX	75240	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Lauren Powell		5165 CR 2013			Glen Rose	TX	76649	
Lauren Roche		212 North 4th Street	Apt 4A		Brooklyn	NY	11211	
Lauren Sekerke		1025 N Honore Street	No 2		Chicago	IL	60622	
Lauren Selevan		240 W. 10th St	No 31		New York	NY	10014	
Laurie Whetstone		15 Calypso Lane			San Carlos	CA	94070	
Law Debenture Corporate Services Limited		Fifth Floor	100 Wood Street		London		EC2V 7EX	UK
LAW JOURNAL PRESS		PO BOX 18105			Newark	NJ	07191-8105	
Law Office of Michael R. Boling		2305 W. Parker Rd	Suite 203		Plano	TX	75023	
Law Office of Sean F. Oshea		90 Park Ave, 20th Flr			New York	NY	10016	
Law Offices of Art Brender		600 Eighth Avenue			Ft. Worth	TX	76104	
LAW OFFICES OF CHAPMAN & CUTLER		PO BOX 71291			Chicago	IL	60694	
Law Offices of Charles Renfrew		710 Sansome St			San Francisco	CA	94111-1704	
LAW OFFICES OF CHRISTOPHER NOLLAND		1717 MAIN ST	STE 5550 LB 39		Dallas	TX	75201	
LAWLER DONT USE, TIMOTHY		Address Redacted						
LAWLER, TIMOTHY		Address Redacted						
Lawrence A. Hamermesh		4601 Concord Pike			Wilmington	DE	19803	
Lawrence Labanowski		600 Studemont St	Apt 1210		Houston	TX	77007	
LAWRENCE, SUZANNE		Address Redacted						
Lawyers Title of Arizona, Inc.		3131 E. Camelback Rd	Suite 220		Phoenix	AZ	85016	
LB GROUP, LLC	Attn J LYONS BREWER	274 RIVERSIDE AVE			Westport	CT	06880	
LE, ELI		Address Redacted						
LEAK, ELIZABETH		Address Redacted						
LEAP Foundation		9101 N Central Expressway	Suite 600		Dallas	TX	75231	
LED ENTERPRISES, INC.		11131 SHADY TRAIL			Dallas	TX	75229	
LEDERMAN, SHAWN		Address Redacted						
Lee Lord		7510 Kings Ridge Rd			Frisco	TX	75035	
Lee Park and Arlington Hall Conservancy		3333 Turtle Creek Blvd.			Dallas	TX	75219	
Lee, Dylan		Address Redacted						
Lee, Jae		Address Redacted						
LEE, JEFFREY		Address Redacted						
Lee, Shawn		Address Redacted						
Lee, Woenjun		Address Redacted						
Legal Concierge, Inc.		3975 McCreary Road			Parker	TX	75002	
LegaLink Dallas		PO Box 277951			Atlanta	GA	30384	
LegaLink Dallas		PO Box 538481			Atlanta	GA	30353-8481	
LegalSource LS, LLC		601 West 5th St, Ste 240			Los Angeles	CA	90071	
LEGG, BRIAN		Address Redacted						
Leif M Clark Consulting PLLC		PO Box 2676			San Antonio	TX	78299	
LEMME, MATTHEW		Address Redacted						
LEMUS, LUIS		Address Redacted						
LEMUS, LUIS C.		Address Redacted						
LENGE, ANDREW		Address Redacted						
LEO, EDWARD		Address Redacted						
Leonard Budyonny		684 Hao St			Honolulu	HI	96821	
LESLIE GILB TAPLIN LIVING TRUST		11693 SAN CICENTE BLVD #807			Los Angeles	CA	90049-5124	
LESLIE HARRIS		13455 NOEL RD	STE 800		Dallas	TX	75240	
Leslie Kwang		3210 Louisiana Street	Apt 1224		Houston	TX	77006	
Leung, Timothy		Address Redacted						
LEVENTON, ISAAC		Address Redacted						
Levinger PC		1445 Ross Avenue	Suite 2500		Dallas	TX	75202	
Levy & Salomao Advogados		AV. Brog.Faria Lima, 2601-12oAndar	CEP 01452-924		Sao Paulo-SP			BRAZIL
Lewis J. Shuster		421 Bridoon Terrace			Encinitas	CA	92024	
Lewis Silkin LLP		5 Chancery Lane	Cliffords Inn		London		EC4A 1BL	UK
Lewis, Rice & Fingersh, L.C.		500 N Broadway, Ste 2000			Saint Louis	MO	63102-2147	
Lexecon		332 S. Michigan Ave.			Chicago	IL	60604-4397	
LexisNexis		PO Box 733106			Dallas	TX	75373-3106	
Lexitas		P.O. Box 734298	Dept. 2012		Dallas	TX	75373-4298	
LHWL		PO Box 38011			Dallas	TX	75238	
Li, Chaoyi		Address Redacted						
Liberty CLO, Ltd.	c/o Walkers SPV Limited	PO Box 908GT, Walker House	Mary Street,George Town		Grand Cayman			Cayman Islands
Liberty Life Assurance Co of Boston		Group Benefits	PO Box 2658		Carol Stream	IL	60132-2658	
LIDDLE, BRIANNE		Address Redacted						
Life Fitness		156 Oak Trail			Coppell	TX	75019	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
LIFE INSURANCE COMPANY OF NORTH AMERICA		PO BOX 13701			Philadelphia	PA	19101-3701	
Lighthouse Document Solutions		2520 Caroline			Houston	TX	77004	
Lighthouse Document Solutions		723 Main St	Suite 430		Houston	TX	77002	
Lightpath Capital, Inc.		1453 Third Street Promenade	Suite 315		Los Angeles	CA	90401	
Lincoln Discovery Services, Inc.		42 Nevada Ave			Long Beach	NY	15161	
Lincoln Financial Advisors Corp.		18400 Von Karman, Ste 400			Irvine	CA	92612	
Lincoln Financial Advisors Corp.		1 Independent Drive	Suite 2901		Jacksonville	FL	32202	
Lincoln Financial Advisors Corp.	Attn Trish Kendregan, FBO David Chazin	1300 S. Clinton Street, 1H-53			Fort Wayne	IN	46802	
Lincoln Financial Advisors Corp.		Trish Kendregan	1300 S. Clinton St, IH-53		Fort Wayne	IN	46802	
LINDEN, RICHARD		Address Redacted						
Lindsey McCully		8877 SOUTHWESTERN Blvd #t114			Dallas	TX	75206	
Lindsey Norman		120 Towne Street	Unit 638		Stamford	CT	06902	
LINDY HEATHERINGTON		13455 NOELRD	STE 800		Dallas	TX	75240	
Linear Technologies		259 West 30th Street	Suite 201		New York	NY	10001	
LinkedIn Corporation		62228 Collections Center Drive			Chicago	IL	60693-0622	
Linsco/Private Ledger		9785 Towne Centre Dr			San Diego	CA	92121-1968	
LINVEL, SHANNON		Address Redacted						
Lipper Inc		PO Box 417148			Boston	MA	02241	
LiquidFiles		PO Box 2403			North Parramatta	NSW	01750	AUSTRALIA
Lisa Bock		5020 Oxford Ave			Edina	MN	55436	
Lisa Joseph		1 New York Plaza, 42nd Floor			New York	NY	10004	
Lisa Miller		13455 Noel Rd			Dallas	TX	75240	
LISA RIDLEY		600 S COMMONWEALTH AVE	DEPT 322		Los Angeles	CA	90005	
Litigation Paralegals, LLC		1717 McKinney Avenue	Suite 700		Dallas	TX	75202	
Litigation Research		15 Golf Links Court			Kingwood	TX	77339-5335	
Litigation Solution, Inc.		901 Main St Concourse 121			Dallas	TX	75202	
Litiigation Research	Attn Litigation Research	15 Glf Lknks Ct			Kingswood	TX	77339	
Little Forney Crossing, Ltd.	c/o Standridge Companies, Ltd	3008 E. Hebron Pkwy, Bldg 300			Carrollton	TX	75010	
Littler Mendelson, PC		PO Box 45547			San Francisco	CA	94145-0547	
LIU, JEFF		Address Redacted						
Live Healthy America		1300 Walnut Street	Suite 100		Des Moines	IA	50309	
LiveWire Technologies, Inc.		PO Box 550			Little Elm	TX	75068	
Lizarazo, Mireya		Address Redacted						
Llaughing Llama Productions	Attn Robert Briscoe	11 Moller St			Tenafly	NJ	07670	
LLOYD GROUP		PO BOX 1374 MIDTOWN STATION			New York	NY	10018	
LLOYD, ANDREA K.		Address Redacted						
LNR and Associates		9426 Chimney Corner Lane			Dallas	TX	75243	
Loan Syndications and Trading		366 Madison Ave	15th Floor		New York	NY	10017	
Loan Syndications and Trading	Attn Alicia Sansone	366 Madison Ave, 15th Floor			New York	NY	10017	
Loan Syndications and Trading	Attn LORENA DELUCA	360 MADISON AVE, 16TH FLR			New York	NY	10017	
Locke Liddell & Sapp LLP		PO Box 911541			Dallas	TX	75391-1541	
Lockton Companies of Dallas		PO Box #671195			Dallas	TX	75267-1195	
Loews Coronado Bay Resort		4000 Coronado Bay Road			Coronado	CA	92118	
Loews Las Vegas Resort		101 MonteLago Blvd			Henderson	NV	89011	
Logan Allin		2645 California Street	No 310		Mountain View	CA	94040	
LogMeIn, Inc.		PO Box 50264			Los Angeles	CA	90074-0264	
LogoLink		3001 LBJ Freeway Ste 103			Dallas	TX	75234	
LOHRDING, BRIAN		Address Redacted						
LOIBEN, TARA J.		Address Redacted						
LOMBARDI, CHRISTOPHER		Address Redacted						
London Stock Exchange		10 Paternoster Square			London		EC4M 7LS	UK
Longhorn Credit Funding, LLC	c/o Lord Securities Corp.	48 Wall Street, 27th Floor	Attn Secretary		New York	NY	10005	
Looper Reed & McGraw P.C.		1601 Elm St, Ste 4600			Dallas	TX	75201	
Loren Jackson, District Clerk	Att Civil/Family Post Trial	PO Box 4651			Houston	TX	77210-4651	
Lori Hosea		6275 Polo Drive			Cumming	GA	30040	
LOSEY, NICHOLAS		Address Redacted						
LOUGHLIN MEGHJI + COMPANY, INC.		148 MADISON AVE	8TH FLOOR		New York	NY	10016	
LOUGHLIN MEGHJI + COMPANY, INC.		220 West 42nd Street, 9th Floor			New York	NY	10036	
Louis Dessaint		2019 Allen Street	Unit 3013		Dallas	TX	75204	
LOVELACE, NAOMI		Address Redacted						

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Lowenstein Sandler PC		65 Livingston Ave			Roseland	NJ	07068	
Loyal Source		3504 Lake Lynda Drive	Suite 175		Orlando	FL	32817	
Loyens Loeff		Woluwe Atrium	Neerveldstraat 101-103		Brussels		1200	BELGUIM
Loyola University- Barnett Professorship	Attn Traci Wolff	Loyola University New Orleans	7214 St. Charles Ave., Campus Box 909		New Orleans	LA	70115	
LPGP Connect		98 Mereway Road			Twickenham		TW2 6RG	UK
LPL Financial	Attn Accounts Receivable	PO Box 502308			San Diego	CA	92150-2308	
LPL Financial	Attn Client Comp Dept	4707 Executive Dr			San Diego	CA	92121-3091	
LPL Financial	Attn Comp Dept FBO Sid Lorio	4707 Executive Drive			San Diego	CA	92121-3091	
LPL Financial		PO Box 502308			San Diego	CA	92150-2308	
Lucas Associates, Inc.		PO Box 638364			Cincinnati	OH	45263-8364	
Lucas Group		PO Box 406672			Atlanta	GA	30384-6672	
LUCAS VOILES		3110 THOMAS AVE			Dallas	TX	75204	
LUCHEY, BRITTANY		Address Redacted						
LUCIDITY CONSULTING GROUP LP	Attn ROBIN PARSONS	1300 LOOKOUT DRIVE	SUITE 225		Richardson	TX	75082	
LUI, VINCENT		Address Redacted						
Luis Gomez		38 Maple Hill Drive			Larchmont	NY	10538	
Luis Lopez		3214 Milby Ave			Wichita Falls	TX	76308	
Luke Okada		13455 Noel St	Suite 800		Dallas	TX	75240	
Lumension Security, Inc.		PO Box 912806			Denver	CO	80291-2806	
Luna, Jose		Address Redacted						
LUNNEY, BRITTANY		Address Redacted						
Lutheran High School	c/o Hannah Culburtson	9531 Milltrail			Dallas	TX	75238	
Luu, Joye		Address Redacted						
LVOVICH, YARASLAV		Address Redacted						
Lynn Pinker Cox & Hurst, L.L.P.		2100 Ross Ave	Suite 2700		Dallas	TX	75201	
Lynn Pinker Cox & Hurst, L.L.P.	Michael K. Hurst, Esq.	Lynn Pinker Cox & Hurst, LLP	2100 Ross Avenue, Ste 2700		Dallas	TX	75201	
LYNN, PHAM & ROSS, LLP		PO BOX 190466			Dallas	TX	75219-4129	
Lynne Fiske		2602 McKinney Ave			Dallas	TX	75204	
Lynx Capital, LLC		10900 Wilshire Blvd Ste 300			Los Angeles	CA	90024	
Lyon Wealth Management Inc.		14646 N Kierland Blvd, Ste 125	HighTower Advisors		Scottsdale	AZ	85254	
LYON, RICHARD D.		Address Redacted						
Lyons Brewer Group		274 Riverside Ave			Westport	CT	06880	
LYRECO		DEER PARK - DONNINGTON WOOD			TELFORD SHROPSHIRE		TF2 7NB	UK
M Patrick McShan		2501 North Harwood Street	Ste 1280		Dallas	TX	75201-1610	
M&M The Special Events Company		493 Mission Street			Carol Stream	IL	60188	
M&S Technologies		2727 LBJ Freeway	Suite 810		Dallas	TX	75234	
M/S Media Productions Inc		512 Main Street, Suite 1301			Fort Worth	TX	76102	
MA Division of Unemployment Assistance		Revenue Service	19 StanifoRd St		Boston	MA	02114-2566	
Mabry, Will		Address Redacted						
Macauley LLC		300 Delaware Avenue	Suite 760		Wilmington	DE	19801	
Macfarlanes		10 Norwich St			London		EC4A 1BD	UK
MACKENZIE PARTNERS, INC		105 MADISON AVE			New York	NY	10016	
MacroMavens, LLC		180 W. 20th Street	Suite 1700		New York	NY	10011	
MADDEN, SAMUEL		Address Redacted						
MaddenSewell, LLP		1755 Wittington Place	Ste 300		Dallas	TX	75234	
MAH, JEFFERY		Address Redacted						
MAHMUD, GIBRAN		Address Redacted						
MailFinance		25881 Network Place			Chicago	IA	60673-1258	
Make-A-Wish Foundation of Metro New York		One Penn Plaza Ste 3600			New York	NY	10119	
MALCOLM M KNAPP, INC		26 EAST 91 ST			New York	NY	10128	
Malone Maxwell Borson Architects		718 North Buckner Blvd	Suite 400		Dallas	TX	75218	
MALOUF, JORDAN		Address Redacted						
Malwarebytes Corporation		10 Almaden Blvd, 10th Floor			San Jose	CA	95113	
Management Recruiters of Tallahassee		743 East Tennessee St			Tallahassee	FL	32308	
Management Search Inc		245 Peachtree Center Ave	suite 2500		Atlanta	GA	30303	
Manaswi Sharma		82 Webb Street #22			Salem	MA	01970	
Manchester Grand Hyatt		PO Box 51914, Unit O			Los Angeles	CA	90051-6214	
MandateWire	Attn Accounting	1430 Broadway, 12th Floor	Suite 1208		New York	NY	10018	
Manesh Shah		1055 FM 646 West	Apt 1318		Dickinson	TX	77539	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Mangia		50 West 57th Street			New York	NY	10019	
Mangin, Andrew		Address Redacted						
Manhattan Fire & Safety Corp.		242 West 30th Street	7th Floor		New York	NY	10001	
Manhattan Information Systems, Inc.		228 East 45th St			New York	NY	10017	
Manhattan Jewish Experience	Attn Danielle Yadaie	131 West 86th Street, Floor 11			New York	NY	10024	
Manian, Meagan		Address Redacted						
MANNING, ELLEN		Address Redacted						
MANO, JONATHAN		Address Redacted						
Mansoor Kazi		222 14th Street	Apt 516		Atlanta	GA	30326	
Manuel Lopez		6907 Tyree St.			Dallas	TX	75209	
Manulife Financial		PO Box 894764			Los Angeles	CA	90189-4764	
MANZO, MARC C.		Address Redacted						
MapAnything		5200 77 Center Dr, Ste 400			Charlotte	NC	28217	
Maples & Calder		UGLAND HOUSE	PO BOX 309GT, S CHURCH ST		GEORGE TOWN		KY1-1104	GRAND CAYMAN
MAPLES FINANCE		PO BOX 1093GT, QUEENSGATE HOUSE	SOUTH CHURCH ST		GEORGE TOWN		KY1-1104	GRAND CAYMAN
MaplesFS	Attn Peter Huber	Boundry Hall, Cricket Square	PO Box 1093		Grand Cayman		KY1-1102	Cayman Islands
MaplesFS Service Company Limited		PO Box 1093	Boundary Hall		GRAND CAYMAN		KY1-1102	GRAND CAYMAN
Marble Care Unlimited		705 N. Bowser	No 110		Richardson	TX	75081	
Marc Carlson		921 Grandview Lane			Lake Forest	IL	60045	
MARC FABER LIMITED		SUITE 3311-3313	TWO INTERNATIONAL FINANCE CENTER	8 FINANCE STREET	CENTRAL HONG KONG			HONG KONG
MARC KLYMAN		2741 Asbury Ave			Evanston	IL	60201	
MARC MANZO		40 NORTH KINGSHIGHWAY, APT 7L			Saint Louis	MO	63108	
March of Dimes	Attn Megan Fletcher	12660 Colt Road, Suite 200			Dallas	TX	75251	
Marco Consulting, LLC		913 Westminster Way			Southlake	TX	76092	
Marcus Evans Inc.		600 de Maisonneuve Blvd W Ste 1700			Montreal	QC	H3A 3J2	CANADA
Margarita Masters		608 Laura Lane			Grand Prairie	TX	75052	
Maricopa County Treasurer		301 West Jefferson St	Rm 100		Phoenix	AZ	85003	
Marion A. Patterson		230 East 73Rd 1B			New York	NY	10021	
Mark Badros		250 East 65th St., Apt 13-A			New York	NY	10065	
Mark Divine	Koa Kai, LLC	PO Box 232307			Leucadia	CA	92023	
Mark Drucker		12610 Pacific Ave, Apt #5			Los Angeles	CA	90066	
MARK GELNAW		20 GORDON PLACE			Verona	NJ	07044	
Mark K. Okada		300 Crescent Court	Suite 700		Dallas	TX	75201	
Mark Kiniry		16449 East Barry Ave			Centennial	CO	80015	
Mark Rywelski		White Hutch Productions	1625 Park Place, Apt 18		Brooklyn	NY	11233	
Mark Schonfeld, Esq.	Regional Director	Securities & Exchange Commission	3 World Financial Center, Suite 400		New York	NY	10281-1022	
Mark Simmelkjaer		29 Chestnut St			Haworth	NJ	07641	
Mark Turner		2610 Allen St.	Apt 2601		Dallas	TX	75204	
MARKET AXESS CORPORATION		LOCKBOX # 30023, GENERAL POST OFC	PO BOX 30023		New York	NY	10087-0023	
Market Builders, Inc.		433 Begonia Ave.			Corona Del Mar	CA	92625	
Market76, Inc.		900 Grand Avenue	Suite A		New Haven	CT	06511	
MarketResearch		6101 Executive Blvd Ste 110			Rockville	MD	20852	
Markets Group		10 W. 37th St.	7th Floor		New York	NY	10018	
Markham Fine Jewelers		8355 Gaylord Pkwy			Frisco	TX	75034	
Markit Group Limited		4th Flr Ropemaker Place	25 Ropermaker St		London		EC2Y9LY	UK
Markit Group Limited		Level 5	2 More London Riverside		London		SEI 2AP	UK
Markit North America Inc.		620 8th Ave	35th floor		New York	NY	10018	
Markit Valuations Ltd		level 5	2 More London Riverside		London		SEI 2AP	UK
MARKIT WSO CORPORATION		Three Lincoln Centre	5430 LBJ Frwy, STe 800		Dallas	TX	75240	
MARQUESS & ASSOCIATES		15441 KNOLL TRAIL	STE 280 LB1		Dallas	TX	75248	
Marriott Business Services		PO Box 402642			Atlanta	GA	30384-2642	
Mars Printing		17426 Studebaker Rd			Cerritos	CA	90703	
MARSHALL HESS		13455 NOEL RD	STE 1710		Dallas	TX	75240	
Marson, Stacy		Address Redacted						
Martin G. Salazar		251 Breseman St			Cedar Hill	TX	75104	
Martin Podorsky		114 E. 13th Street	Apt 3B		New York	NY	10003	
Martin, Andrew		Address Redacted						
Martin, Carla		Address Redacted						
MARTIN, DANIEL G.		Address Redacted						
MARTIN, WILLIAM		Address Redacted						

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MARTINSON, MARK		Address Redacted						
Marty Mooney		1220 W Roscoe #2			Chicago	IL	60657	
Marval & OFarrell		Av. Leandro N. Alem 928			Buenos Aires		01001	ARGENTINA
Mary Zappone		77 Christopher Dr			Princeton	NJ	08540	
Maryam Rusch		4841 Aqueduct Ave.			Encino	CA	91436	
Maryland Office of the Attorney General	Division of Securities	200 Saint Paul Place			Baltimore	MD	21202	
Marzullo Reporting Agency		345 North LaSalle	No 1605		Chicago	IL	60654	
Mason Murray		9930 Caribou Trail			Dallas	TX	75238	
MASON, DEANA		Address Redacted						
MASON, FREDERIC		Address Redacted						
MASSACHUSETTS DEPARTMENT OF REVENUE		PO Box 7025			Boston	MA	02204	
MASSACHUSETTS DEPARTMENT OF REVENUE		PO BOX 7065			Boston	MA	02204-7065	
Massachusetts Mutual Life Insurance Co		1295 State Street			Springfield	MA	01111	
Massand Capital, INC		130 East 18th Street #1P			New York	NY	10003	
MASSEYS LLP		Hillgate House	26 Old Bailey		London		EC4M 7QH	UK
MassMutual Financial Group		100 Bright Meadow Blvd			Enfield	CT	06082	
MassMutual Life Insurance Company		1000 N Central Expwy Ste 1000			Dallas	TX	75231-4177	
Massoud Karimzadeh		17253 Halsey St.			Granada Hills	CA	91344	
Mateo Hix		5165 CR 2013			Glen Rose	TX	76649	
MATRIX RESOURCES INC.		PO BOX 101177			Atlanta	GA	30392	
Matt Culler		60 West 57th St	4M		New York	NY	10019	
MATT DUNHAM		14501 MONTFORT DR	APT 1628		Dallas	TX	75254	
Matt Hurd		188 Sugar Road			Bolton	MA	01740	
MATT KILLEBREW		5507 WINTON			Dallas	TX	75206	
Matt McElligott		1409 E. Windsor Dr			Denton	TX	76209	
Matt McElligott Photography		1409 E. Windsor Drive			Denton	TX	76209	
MATTHEW BENDER & CO, INC		PO BOX 7247-0178			Philadelphia	PA	19170-0178	
Matthew Berry, Esq.	Office of General Counsel	Federal Communications Commission	445 12th Street, S.W.		Washington	DC	20554	
Matthew Garrett		6925 Hunters Branch Dr. NE			Atlanta	GA	30328	
Matthew Gould		1737 Ivy Lane			Carrollton	TX	75007	
Matthew Harrison		324 E. 50th St. Apt. 6C			New York	NY	10022	
Matthew Kirst		333 W Belden Ave #2			Chicago	IL	60614	
Matthew Murphy		12525 Greenville Ave			Dallas	TX	75243	
Matthew Okolita		3057 Chancellors Way NE			Washington	DC	20017	
Matthew Okolita		DALLAS			Dallas	TX	75240	
MATTHEW SCHNABEL		1351 MASON FARM RD, APT 116			Chapel Hill	NC	27514	
Matthew Selman		8660 Stone Harbour Loop			Bradenton	FL	34212	
MATTHEW WHITLEY		325 BREECH BLOCK DR			Roswell	GA	30076	
Mattos Filho Veiga Filho Marry Jr.		Quiroga Advogados	712 Fifth Avenue, 26th Floor		New York	NY	10019	
Maurice Robinson & Associates LLC		28 Dover Place			Manhattan Beach	CA	90266	
Maurice Robinson & Associates LLC		880 Apollo St Suite 125			El Segundo	CA	90245	
Mauricio Chavarriaga		5729 Caruth Blvd			Dallas	TX	75209	
Mauricio Chavarriaga	c/o Highland Capital Mgmt.	245 Park Ave, 24th Flr			New York	NY	10167	
Mauricio Delgado		1 14th Street Apt 1206			Hoboken	NJ	07030	
Mauro Staltari		5143 Vickery Blvd.			Dallas	TX	75206	
MAWN, CHRISTOPHER		Address Redacted						
Max Russel		400 Windridge			Collinsville	IL	62234	
Max Russell Phinney		400 Windridge			Collinsville	IL	62234	
Maxim Group, LLC		405 Lexington Ave #2			New York	NY	10174	
MAY, DERRICK		Address Redacted						
MAYER BROWN LLP		2027 COLLECTION CENTER DR			Chicago	IL	60693-0020	
Mayer, Brown, Rowe & Maw LLP		1675 Broadway			New York	NY	10019-5820	
Mayeron, John		Address Redacted						
Mayo, Christopher L.		Address Redacted						
Mayors Intern Fellows Fund		The Dallas Foundation	3963 Maple Ave, Suite 390		Dallas	TX	75219	
Mazzeo Song & Bradham LLP		708 Third Ave, 19th Fl			New York	NY	10017	
MBA Reporting Services, Inc		555 Republic Drive	2nd Floor		Plano	TX	75074	
MBM Advisors, Inc.		440 Louisiana #2600			Houston	TX	77002	
McCaffety, Christopher		Address Redacted						
McCague Borlack LLP		130 King St. West Suite 2700			Toronto	ON	M5XIC7	CANADA
McClung, Elizabeth B.		Address Redacted						
McCormick, Robert		Address Redacted						
McCormick, Robert		Address Redacted						

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
McDaniel, Patrick		Address Redacted						
McDermett, Bonner		Address Redacted						
McDermott Investment Services, LLC		44 E Broad St, FL 2			Bethlehem	PA	18018	
McDermott Will & Emery LLP		227 West Monroe Street			Chicago	IL	60606-5096	
McDermott Will & Emery LLP		Lockbox - New York PO Box 7247-6755			Philadelphia	PA	19170-6755	
McDermott Will & Emery LLP	McDermott Will & Emery LLP	PO BOX 2995			Carol Stream	IL	60132-2995	
McDermott Will & Emery LLP		P.O. Box 6043			Chicago	IL	60680-6043	
McElroy & Company P.C.		16415 Addison Road	Suite 800		Addison	TX	75001	
MCFARLANE, PETER A		Address Redacted						
MCFARLING, BRANDON		Address Redacted						
MCGRANER, MATTHEW		Address Redacted						
McGraner, Matthew		Address Redacted						
MCGREGOR, MICHELLE		Address Redacted						
McGuireWoods LLP		800 E. Canal Street			Richmond	VA	23219-3916	
McIntosh Search Incorporated		6310 Lemmon Ave Ste 202			Dallas	TX	75209	
McKay, Bradley		Address Redacted						
MCKEE NELSON LLP		ONE BATTERY PARK PLAZA	34TH FLR		New York	NY	10004	
McKool Smith, P.C.	Gary Cruciani, Esq.	McKool Smith	300 Crescent Court, Suite 1500		Dallas	TX	75201	
McLagan Partners		1600 Summer Street	Suite 601		Stamford	CT	06905	
McLagan Partners		PO Box 100137			Pasadena	CA	91189-0137	
McLagan Partners		PO Box 905188			Charlotte	NC	28290-5188	
MCLOCHLIN, MICHAEL		Address Redacted						
MCLOCHLIN, MICHAEL P.		Address Redacted						
McMains, Aubree		Address Redacted						
McMillan Binch Mendelsohn		Brookfield Place Suite 4400	Bay Wellington Tower		Toronto	ON	M5J2T3	CANADA
McNamara, John		Address Redacted						
McRedmond, Edward		Address Redacted						
Meadows Collier Reed Cousins & Blau LLP		901 Main St. Suite 3700			Dallas	TX	75202	
MEANS, BRADLEY		Address Redacted						
Medanich, Michael		Address Redacted						
Mediant Communications LLC		PO Box 29976			New York	NY	10087-9976	
MedPost Urgent Care-East Dallas		9540 Garland Rd	Suite C408		Dallas	TX	75218-5004	
Meeks, Lucas		Address Redacted						
MEETINGZONE LTD		OXFORD HOUSE	OXFORD ROAD		Thame		OX9 2AH	UK
MEGAN MCGEE		6439 SHADY BROOK LN			Dallas	TX	75206	
Meister Seelig & Fein LLP		125 Park Avenue	7th Floor		New York	NY	10017	
MELENDEZ, HELDER		Address Redacted						
MELISSA LOPEZ		360 GREEN ST	APT 6		San Francisco	CA	94133	
Melody Po		104 Chestnut Street #2			Waltham	MA	02453	
Mendelsohn, Rosentzveig, Shact		1000 Sherbrooke St West, 27th Flr			Montreal	QC	H3A 3G4	CANADA
Mendenhall, Brad		Address Redacted						
Mercer Consumer	Attn DV1 Fin	PO Box 310293			Des Moines	IA	50331-0293	
Mercer Consumer	Wells Fargo Bank	c/o Regulus Lockbox Services 310293	666 Walnut Street		Des Moines	IA	50309	
Merchants Automotive Group, Inc.		1278 Hooksett Road			Hooksett	NH	03106	
Merchants Automotive Group, Inc.		PO Box 16415			Hooksett	NH	03106-6415	
Mercy Corps		P.O. Box 2669, Dept W			Portland	OR	97208-2669	
MEREDITH HERZFELD		63 E 9TH ST, APT 14D			New York	NY	10003	
Mergent, Inc.		PO Box 403123			Atlanta	GA	30384-3123	
Mergermarket		895 Broadway	4th Floor		New York	NY	10003	
MERGERMARKET LTD		11 West 19th Street	2nd Floor		New York	NY	10011	
MERGERMARKET LTD		3 E 28th ST	4th FLR		New York	NY	10016	
Merit Court Reporters		307 W 7th Street	Ste 1350		Fort Worth	TX	76102	
Merope Pentogenis		153 86th Street			Brooklyn	NY	11209	
Merrill Communications LLC		CM-9638			Saint Paul	MN	55170-9638	
Merrill Communications LLC		One Merrill Circle			Saint Paul	MN	55108	
MERRILL CORPORATION		CM-9638			Saint Paul	MN	55170	
MERRILL LYNCH		185 Asylum Street	City Place II, 14th Flr		Hartford	CT	06103	
MERRILL LYNCH		4802 Deer Lake Dr E	CMS CBRU FL9-801-01-02		Jacksonville	FL	32246	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MERRILL LYNCH	Attn Blake Bollinger	569 Brookwood Village	Ste 501		Birmingham	AL	35209	
MERRILL LYNCH	Attn Chad Kulm	110 S Phillips Ave, Ste 101			Sioux Falls	SD	57104	
MERRILL LYNCH	Attn Jason Aversa	3100 Hingston Ave			Egg Harbor Township	NJ	08234	
MERRILL LYNCH	Attn Lynae Carr	1221 McKinney Street, Ste 3900			Houston	TX	77010	
MERRILL LYNCH	Attn Megan Arnold	13355 Noel Rd, 7th Floor			Dallas	TX	75240	
MERRILL LYNCH	Attn Monty Willhite	60 E SOuth Temple St, #200-61			Salt Lake City	UT	84111	
MERRILL LYNCH	Attn Robert Luther	1100 Canal Street			The Villages	FL	32162	
MERRILL LYNCH	Attn Tiffany Contreras	17225 El Camino Real, Ste 200			Houston	TX	77058	
MERRILL LYNCH	Attn Travis Hilligoss	21805 Field Parkway, Ste 220			Deer Park	IL	60010	
MERRILL LYNCH		CMS CBRU FL9-801-01-02	4802 Deer Lake Dr E		Jacksonville	FL	32246	
MERRILL LYNCH	C/O Girard Kovarik & Assoc	101 N. Clematis St, Ste 200			West Palm Beach	FL	33401	
MERRILL LYNCH		NJ2-140-02-01	1400 Merrill Lynch Drive		Pennington	NJ	08534	
Merrill Lynch Valuations LLC	Attn Richard Eimbinder	15514 Collections Center Drive			Chicago	IL	60693	
Merry Phengvath		450 E 4th Street			Brooklyn	NY	11218	
MERS Educational Confernce	Attn Bob Rust	Municipat Empee Retirement Syst of LA	7937 Office Park Blvd		Baton Rouge	LA	70809	
MESERVE, NICHOLAS		Address Redacted						
Meta-e Discovery LLC	Paul McVoy	Meta-e Discovery	Six Landmark Square, 4th Floor		Stamford	CT	06901	
Meta-e Discovery LLC		Six Landmark Square	Fourth Flr		Stamford	CT	06901	
Metalogix International		PO Box 83304			Pittsburgh	PA	15250	
METHVIN, JAMES		Address Redacted						
Metlife	Attn Placings Unit	1300 Hall Blvd.			Bloomfield	CT	06002	
Metlife	Attn Retail Life & DI Operations	18210 Crane Nest Dr, 5th Floor	Placings Unit		Tampa	FL	33647	
Metlife		PO BOX 13863			Philadelphia	PA	19101-3863	
Metlife		PO BOX 371487			Pittsburgh	PA	15250-7487	
MetLife SBC		5400 LBJ Freeway	Suite 1100		Dallas	TX	75240	
MetLife SBC		PO Box 804466			Kansas City	MO	64180-4466	
Metro Attorney Service Inc.		305 Broadway, 14th Flr			New York	NY	10007	
Metro-Repro, Inc.		PO Box 560092			Dallas	TX	75356-0092	
METT	Attn Jana Clemans	Pioneer Natural Resources	5205 N. OConnor Blvd, Suite 200		Irving	TX	75039-3746	
Meunier, Marc		Address Redacted						
MGL Consulting Corp.		10077 Grogans Mills Rd Ste 300			The Woodlands	TX	77380	
MHA Petroleum Consultants LLC		730 17th Street	Suite 410		Denver	CO	80202	
MIAO, EUGENE		Address Redacted						
MICHAEL & TERESA OLSON TRUST		2000 YOLO AVE			Berkeley	CA	94707-2639	
Michael Blackburn		2107 Cowbridge			Frisco	TX	75001	
MICHAEL COLVIN		1004 ASPEN RIDGE RD			Southlake	TX	76092	
MICHAEL COLVIN		5332 Miller Ave			Dallas	TX	75206	
Michael Cummings		87 Elm Street			Andover	MA	01810	
MICHAEL DEVICO		6241 SHENANDOAH PARK AVE			Murray	UT	84121-6547	
Michael Hasenauer		13455 Noel Rd	Suite 800		Dallas	TX	75240	
Michael Hasenauer		162 W 54th St			New York	NY	10019	
MICHAEL KELLY		6634 WESTCHESTER			Houston	TX	77005	
Michael Klisares		13834 Goodman St.			Overland Park	KS	66223	
MICHAEL LABADIE		7820 GIBSLAND DR			Plano	TX	75025	
MICHAEL LANE CUISINE, INC		8409 PICKWICK # 112			Dallas	TX	75225	
MICHAEL LATHAM		1965 N BISSELL ST, #2			Chicago	IL	60614	
Michael Ly		10303 Elizabeth Rose Ct			Houston	TX	77089	
Michael Malone Architects, Inc		5646 Milton St Suite 705			Dallas	TX	75206	
Michael McLochlin		13455 Noel Rd. Ste 800			Dallas	TX	75240	
Michael Morris		300 W. 5th Street	No 313		Charlotte	NC	28202	
Michael P Zarrilli		12 Juniper Hill Rd			Greenwich	CT	06830	
MICHAEL PAGE INTERNATIONAL		8 BATIN RD			Slough Berkshire		SL1 3SA	UK
MICHAEL PASSMORE		1509 Main St	Apt 505		Dallas	TX	75201	
MICHAEL PASSMORE		5301 Alpha Road	Suite 40		Dallas	TX	75240	
MICHAEL PETERSON		401 E ONTARIO #4504			Chicago	IL	60611	
Michael Phillips		33 Essex Court	Station Road		London		SW13 0ER	UK
Michael R. Coker Company		2700 Swiss Ave Suite 100			Dallas	TX	75204	
Michael Radovan		2195 Alpine Dr			West Linn	OR	32174	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Michael Rich		2705 Amherst Ave			Dallas	TX	75225	
MICHAEL SHERIDAN		378 WESTFORK #2538			Irving	TX	75039	
Michael Sorell		715 Mayrant Dr			Dallas	TX	75224	
MICHAEL SZKODZINSKI		1 DEVONSHIRE PLACE			Boston	MA	02109	
MICHAEL T DALBY IRA		500 MICHIGAN AVE			Berkeley	CA	94707-1700	
Michael Teplitsky		5030 North Marine Drive	apt # 2501		Chicago	IL	60604	
MICHAEL WANG		723 BYRNE HALL			Hanover	NH	03755	
MICHAEL WILCHER		2418 ELLIS ST			Dallas	TX	75204	
Micheal Paul Donaldson		905 Pinecrest Dr.			Richardson	TX	75080	
Michelle French, Tax A/C		PO Box 90223			Denton	TX	76202	
Michigan Department of Treasury		PO Box 30774			Lansing	MI	48909-8274	
Mick Law P.C.		816 South 169th Street			Omaha	NE	68118	
MICKEY MINCES		13455 NOEL RD	STE 800		Dallas	TX	75240	
Microsoft Corporation		1950 N Stemmons Fwy	Suite 5010		Dallas	TX	75207	
Microsoft Services		One Microsoft Way			Redmond	VA	98052	
Microsoft Services		PO Box 844510			Dallas	TX	75284-4510	
MICRO-TEL		3700 HOLCOMB BRIDGE RD			Norcross	GA	30092	
MICRO-TEL		3700 Holcomb Bridge Rd	Suite 5		Peachtree Corners	GA	30092	
Mike Brennan		422 E 77th St	1FE		New York	NY	10075	
Mike Brohm		4221 River Bottom Dr.			Norcross	GA	30092	
Mike Doyle		87 Annin Rd.			Far Hills	NJ	07931	
Mike Hurley		4741 Caughlin Pkwy, Ste 2			Reno	NV	89519	
Mike Sharkey		5247 N. Berkeley Blvd			Whitefish Bay	WI	53217	
Mike Wolbert		3019 Eagle Ridge Drive			Platte City	MO	64079	
Milbank, Tweed, Hadley & McCloy LLP		1 CHASE MANHATTAN PLAZA			New York	NY	10005-1413	
Milberg LLP		One Pennsylvania Plaza	49th Floor		New York	NY	10119	
Miles Littlefield		2310 W Saint Paul Ave			Chicago	IL	60647	
Miller & Chevalier Chartered		P.O. Box 758604			Baltimore	MD	21275-8604	
Miller Buckfire & Co, LLC		601 Lexington Ave			New York	NY	10022	
Miller Korzenik Sommers Rayman LLP		488 Madison Avenue	Suite 1120		New York	NY	10022	
MILLER, DEBORAH		Address Redacted						
Miller, Egan, Molter & Nelson LLP		1402 San Antonio St.	Suite 100		Austin	TX	78701	
Miller, Egan, Molter & Nelson LLP		4514 Cole Avenue	Suite 1200		Dallas	TX	75205	
MILLIMAN CONSULTANTS AND ACTUARIES		1550 LIBERTY RIDGE DR	STE 200		WAYNE	PA	19087-5572	
Mills, James		Address Redacted						
MILTENBERGER, WILLIAM		Address Redacted						
Mindy Billinghurst		11568 Westlawn Lane			Frisco	TX	75034	
Miner, Christopher		Address Redacted						
Minnesota Revenue		Mail Station 1260			Saint Paul	MN	55145-1260	
Minnesota State Treasurer		Minnesota Department of Commerce	85 7th Place East, Suite 500		Saint Paul	MN	55101	
Miramar OSC	Attn Leslie Henger	11763 Ashlock Way			San Diego	CA	92131	
Mirani, Parth		Address Redacted						
MISLAV TOLUSIC		2217 IVAN ST			Dallas	TX	75201	
Mississippi Secretary of State	Business Regulation & Enforcement Div	125 S. Congress Street			Jackson	MS	39201	
MISSISSIPPPI STATE TAX COMMISSION		PO BOX 1033			Jackson	MS	39215	
Missouri Department of Revenue		PO Box 3020			Jefferson City	MO	65105-3020	
MISSOURI DIRECTOR OF REVENUE	TAXATION BUREAU	PO BOX 3365 (573)751-4541			Jefferson City	MO	65105-3365	
Missouri Secretary of State		Securities Division	600 West Main Street, 2nd Floor		Jefferson City	MO	65101	
Mitchell A. Harwood & Partners		791 Park Ave Ste 4B			New York	NY	10021	
Mitchell, Krysta		Address Redacted						
Mitchener Turnipseed		215 North Pine St, Unit 505			Charlotte	NC	28202	
MITTS, BRIAN		Address Redacted						
MJL ENTERPRISE		PO BOX 852563			Richardson	TX	75085	
MLF Lex Serv LP		4350 East West Highway			Bethesda	MD	20814	
MODERN HEALTHCARES DAILY DOSE		CIRCULATION DEPT	1155 GRATIOT AVE		Detroit	MI	48207-2912	
Mohring, Christopher		Address Redacted						
Molecular Insights		160 Second Street			Cambridge	MA	02142	
Moloney Securities		13537 Barrett Parkway Drive	Suite 300		Manchester	MI	63021	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Monarch Investigation Inc		PO Box 292265			Lewisville	TX	75029-2265	
Money-Media, Inc.	Attn Accounting	330 Hudson Street	7th Floor		New York	NY	10013	
Monster, Inc.		PO Box 90364			Chicago	IL	60696-0364	
MONSTERTRAK		14372 COLLECTIONS CENTER DR			Chicago	IL	60693	
Moodys Analytics		395 Oyster Point Blvd	Suite 215		South San Francisco	CA	94080	
Moodys Analytics		PO BOX 102597			Atlanta	GA	30368-0597	
Moodys Analytics		PO Box 116647			Atlanta	GA	30368-6647	
Moodys Analytics		PO BOX 116714			Atlanta	GA	30368-0597	
Moodys Investor Service		PO Box 102597			Atlanta	GA	30368-0597	
MOORE & VAN ALLEN PLLC		100 NORTH TRYON ST	STE 4700		Charlotte	NC	28202-4003	
MOORE, CALEB		Address Redacted						
MOORE, WILLIAM C.		Address Redacted						
Morgan Lewis & Bockius LLP		PO Box 8500 S-6050			Philadelphia	PA	19178-6050	
Morgan Stanley		111 S. Pfingsten Road	Suite 200		Deerfield	IL	60015	
Morgan Stanley		14850 N Scottsdale Rd	Ste 600		Scottsdale	AZ	85254	
Morgan Stanley		200 Crescent Court	Ste 900		Dallas	TX	75201	
Morgan Stanley		733 Bishop Street	Ste 2800		Honolulu	HI	96813	
Morgan Stanley	Attn Accounts Receivable	PO Box 860			New York	NY	10008-0860	
Morgan Stanley	Attn Adam Razov	855 Franklin Ave.			Garden City	NY	11530	
Morgan Stanley	Attn Diana Sigona	1585 Broadway, 23rd Flr			New York	NY	10036	
Morgan Stanley	Attn Jonathan Canter	10960 Wilshire Blvd, Ste 2000			Los Angeles	CA	90024	
Morgan Stanley	Attn Margaret Oshea-NW Managers Mtg	1585 Broadway, 23rd Floor			New York	NY	10036	
Morgan Stanley	Attn MF Bililng Dept	1300 Thames St, 4th Flr			Baltimore	MD	21231	
Morgan Stanley	Attn Michael Lawrence	6037 La Flocha			Rancho Santa Fe	CA	92067	
Morgan Stanley	Attn Michelle Dolan	2 Jericho Plaza			Jericho	NY	11753	
Morgan Stanley	Attn Robyn Owens	370 17th Street, Suite 2800			Denver	CO	80202	
MORGAN, JOHN		Address Redacted						
MORGANS, JONATHAN		Address Redacted						
MORLEY CAMPBELL		1 WESTERN AVE, APT 345			Boston	MA	02163	
Morningstar, Inc.		135 South LaSalle St Dept. 2668			Chicago	IL	60674-2668	
Morningstar, Inc.		2668 Paysphere Circle			Chicago	IL	60674	
Morningstar, Inc.		5133 Innovation Way			Chicago	IL	60682-0051	
Morris James LLP		500 Delaware Avenue	Suite 1500	PO Box 2306	Wilmington	DE	19899-2306	
Morris, Manning, & Martin LLP		1600 Atlanta Financial Center	3343 Peachtree Road, NE		Atlanta	GA	30326-1044	
MORRIS, NICHOLS, ARSHT & TUNNELL LLP		1201 NORTH MARKET ST	PO BOX 1347		Wilmington	DE	19899-1347	
MORRIS, NICHOLS, ARSHT & TUNNELL LLP		PO BOX 1347			Wilmington	DE	19899	
MORRIS, NICHOLS, ARSHT &TUNNELL LLP	William M. Lafferty	Kevin M. Coen	1201 N. Market Street		Wilmington	DE	19801	
Morrison & Foerster		1290 Ave of the Americas			New York	NY	10104-0050	
Morstad		79 East Putnam Ave	Outdoor Traders Building		Greenwich	CT	06830	
Mortensen, Christopher		Address Redacted						
Morton, David		Address Redacted						
Morton, David C.		Address Redacted						
MOSTLY SMOKED		VITTORIA HOUSE	2A TOWCESTER RD		BOW London		E3 3ND	UK
Motus Red LLC		7018 Hursey			Dallas	TX	75205	
Mourant Ozannes		1 Le Marchant Street	St Peter Port GY1 4HP		Guernsey			CHANNEL ISLANDS
Move Solutions, Ltd.		1473 Terre Colony Ct, Dept DA			Dallas	TX	75212	
MoveWorks, Inc.		4945 Sharp Street			Dallas	TX	75247	
MP Advisory		43 Vila Nova Pauliceia			Sao Paulo-SP			BRAZIL
MPulse Maintenance Software		PO Box 22906			Eugene	OR	22906	
MQ Services Ltd.		Chancery Hall	52 Reid St		Hamilton		HM 12	BERMUDA
MQ Services Ltd.		PO Box HM 1737			Hamilton		HM GX	BERMUDA
MQ Services Ltd.		PO BOX HM 809			Hamilton		HM GX	BERMUDA
MRB Research Partners Inc.		122 East 42nd Street	Suite 2310		New York	NY	10168	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MRI Contract Staffing		5151 Beltline Rd	Suite 550		Dallas	TX	75254	
MRI Contract Staffing		88276 Expedite Way			Chicago	IL	60695-0001	
MS Society of Long Island		40 Marcus Dr.	Suite 100		Melville	NY	11747	
MSCI Inc.		PO Box 414631			Boston	MA	02241-4631	
MT State Auditor, Securities Comm.		840 Helena Avenue			Helena	MT	59601	
MTV Staying Alive Foundation		1305 Wycliff Ave	Suite 120		Dallas	TX	75207	
MULLER, MARY		Address Redacted						
Multichannel News		PO Box 5667			Harlan	IA	51593-1167	
MULTI-STRATEGY SUB FUND		13455 NOEL RD			Dallas	TX	75240	
MUNDASSERY, APPU		Address Redacted						
Munger Tolles & Olson LLP		355 South Grand Ave			Los Angeles	CA	90071-1560	
Munger Tolles & Olson LLP		355 South Grand Ave			Los Angelos	CA	90071-1560	
Murano Connect LP		252 West 38th Street	Suite 402		New York	NY	10018	
Murder Mystery Texas		6304 Innsbrooke Dr			Arlington	TX	76016	
Murphy, George		Address Redacted						
MURPHY, MATTHEW		Address Redacted						
MURRAY HILL CENTER SOUTHWEST INC		14185 Dallas Parkway Suite 1200			Dallas	TX	75254	
MURRAY, ANDREW		Address Redacted						
Murray, Mason		Address Redacted						
Murray, Wesley		Address Redacted						
Muscular Dystrophy Association	Attn Janice	PO Box 38			Terrell	TX	75160	
Musser, Carley		Address Redacted						
Muthu Dorai		One Franklin Town Blvd.	Apt 410		Philadelphia	PA	19103	
MY HOUSE OF FINE EATS & CATERING		2025 PROMENADE CENTER			Richardson	TX	75080	
Myers Bigel Sibley & Sajovec, P.A.		PO Box 37428			Raleigh	NC	27627	
Myers Park Country Club		2415 Roswell Avenue			Charlotte	NC	28209	
Myron Corp.		PO Box 660888			Dallas	TX	75266-0888	
N.C. DEPARTMENT OF REVENUE		PO BOX 25000			Raleigh	NC	27640-0002	
N9NE Group Dallas-Ghostbar		2440 Victory Park Ln, 33rd Floor			Dallas	TX	75219	
NAI OLYMPIA PARTNERS		320 NORTH MERIDIAN ST	STE 400		Indianapolis	IN	46204	
NAIFA - Greater Washington DC		600 State Street	Suite A		Cedar Falls	IA	50613	
Nalin Yogasundram		6413 Liquid Laughter Lane			Columbia	MD	21044	
Namaro Graphics Designs		PO Box 148			Rhinebeck	NY	12572	
NANCY SMITH-WELLS, CSR		PO BOX 1284			South Pasadena	CA	91031	
NAPE Expo, LP		PO Box 224531			Dallas	TX	75222	
NAPONIC, JILL		Address Redacted						
NARAYAN HEGDE		3700 COLE AVE	No 315		Dallas	TX	75204	
NARY RADHAKRISHNAN		7105 OLD KATY RD	No 2307		Houston	TX	77024	
NASD Regulation, Inc.		701 Market St	W8705 c/o Mellon Bank, Rm 3490		Philadelphia	PA	19106	
NASD, CRD-IARD		PO Box 7777-W8705			Philadelphia	PA	19175-8705	
NASD, CRD-IARD		PO BOX 7777-W9995			Philadelphia	PA	19175-9995	
Nasdaq Information, LLC		LBX# 80200	PO Box 780200		Philadelphia	PA	19178-0200	
Nasdaq OMX	C/O Wachovia Bank	No 90200	PO Box 8500		Philadelphia	PA	19178-0200	
NASDAQ Stock Market		PO Box 7777 W1555			Philadelphia	PA	19106	
NASH, CLARISSA		Address Redacted						
Nasher Sculpture Center		2001 Flora Street			Dallas	TX	75201	
NASKAR, ANJALI		Address Redacted						
NASKAR, ANJALI		Address Redacted						
NASP	Attn Michelle	727 15th Street, NW	Suite 750		Washington	DC	20005	
NATALIE HARALSON		13455 NOEL RD	STE 800		Dallas	TX	75240	
Natalie Uto		125 S Green Street	Apt 606a		Chicago	IL	60607	
Nathan Brooks		421 El Dora Rd.			Alamo	TX	78516	
Nathan Burns		240 East 39th Street	Apt 26F		New York	NY	10016	
Nathan Hall		2222 Smith #210			Houston	TX	77002	
Nathan Hukill		4912 W Franklin St			Richmond	VA	23226	
NATHAN SPEICHER		6550 SHADY BOOK LANE	APT 1434		Dallas	TX	75206	
NATHAN ZANG		5628 HILLSBOROUGH DR			Plano	TX	75093	
NATIONAL COMPLIANCE SERVICES, INC.		355 NE 5TH AVE	STE 4		Delray Beach	FL	33483	
National Corporate Research Ltd		10 East 40th St	10th Floor		New York	NY	10016	
National Depo		P.O. Box 404743			Atlanta	GA	30384-4743	
NATIONAL ECONOMIC RESEARCH ASSOC. INC		PO BOX 29677	GENERAL POST OFFICE		New York	NY	10087-9677	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
National Economic Research Associate		PO Box 7247-6754			Philadelphia	PA	19170-6754	
National Financial Services Corp.	Attn Emily Ivers-Mailzone ZE7F	82 Devonshire St.			Boston	MA	02109	
National Financial Services, LLC	Attn FI Operational Accounting	100 Salem St, Mail Zone O1S			Smithfield	RI	02917	
National Financial Services, LLC	Attn Thomas Smith-Vaughan	82 Devonshire Street			Boston	MA	02109	
NATIONAL FLAG & DISPLAY CO.		22 W 21ST ST			New York	NY	10010	
National MS Society	Attn Cara Harting	2105 Luna Rd, Ste 390			Carrollton	TX	75006	
National Multiple Sclerosis Society		PO Box 4527			New York	NY	10163	
National Regulatory Services		33443 Treasury Center			Chicago	IL	60694-3400	
National Stripper Well Association		PO Box 18336			Oklahoma City	OK	73154	
National Trust Management Services	Accounts Receivable	7957 Wellington Dr			Warrenton	VA	20186	
National Trust Management Services		PO Box 3322			Warrenton	VA	20188	
Nationwide Business Concepts		1439 W. Chapman Avenue	No 64		Orange	CA	92868	
Nationwide Services		P.O. Box 23099			Ft. Lauderdale	FL	33307	
Natixis North America LLC		1251 Avenue of the Americas			New York	NY	10020	
NAU, STEVEN		Address Redacted						
NAVEJAS, MARIANA		Address Redacted						
NAVIGANT CONSULTING INC		4511 PAYSPHERE CIRCLE			Chicago	IL	60674	
Navigent 3, LLC		1737 Washington st			E. Bridgwater	MA	02333	
Navigent 3, LLC		PO Box 5370			Wayland	MA	01778	
NC Office of the Secretary of State		2 South Salisbury Street	Old Revenue Complex		Raleigh	NC	27601	
NEAR EARTH LLC		945 WEST ROAD	HOYT DAVIDSON		New Canaan	CT	06840	
Nebraska Department of Banking & Finance	Bureau of Securities	1526 K Street, Suite 300			Lincoln	NE	68508-2732	
NEEL MITRA		6000 SHEPHERD MOUNTAIN COVE	No 1907		Austin	TX	78730	
Neil Desai		240 East 86th Street	Apartment 20B		New York	NY	10028	
Neil Menard		8606 Bradley Blvd			Bethesda	MD	20817	
NELL GWYNN HOUSE APARTMENTS LTD		SLOANE AVE			London		SW3 3AX	UK
Nelson, Caitlin		Address Redacted						
Nelson, Kaitlin		Address Redacted						
NELSON, KRAMER		Address Redacted						
NELSON, KRAMER		Address Redacted						
NEOFUNDS BY NEOPOST		PO BOX 30193			Tampa	FL	33630-3193	
Nesmith, Christopher		Address Redacted						
NESTLE WATERS POWWOW		PO BOX 727			CAMBERLEY		GU15 9WZ	UK
Netherland, Sewell & Associates, Inc.		1601 Elm Street			Dallas	TX	75201	
Netherland, Sewell & Associates, Inc.		2100 Ross Avenue	Suite 2200		Dallas	TX	75201	
Netherland, Swell & Associates, Inc.		1601 Elm St. Suite 4500			Dallas	TX	75201	
Netpro Computing Inc.		4747 N. 22nd St. #400			Phoenix	AZ	85016-4774	
NetWrix Corporation	Accounts Receivable	1460 Manning Parkway			Powell	OH	43065	
NEVADA COACHES, LLC		1550 S INDUSTRIAL RD			Las Vegas	NV	89102	
Nevada Dept of Taxation		PO Box 52609			Phoenix	AZ	85072-2609	
Nevada Secretary of State		Securities Division	555 East Washington Avenue, Suite 5200		Las Vegas	NV	89101	
NEW CONCEPT		CROOKED COTTAGE, NEWCHAPEL RD	LINGFIELD		SURREY		RH7 6BJ	UK
New Edge Networks		Unit 10 PO Box 5000			Portland	OR	97208-5000	
NEW ERA		2935 Talisman			Dallas	TX	75229	
New Hampshire Department of State	Bureau of Securities Regulation	107 North Main Street	Room 204, State House		Concord	NH	03301-4951	
New Horizons Computer Learning Center		PO Box 671164			Dallas	TX	75267-1164	
New Mexico Securities Division		P.O. Box 25101			Santa Fe	NM	87504	
NEW YORK CITY DEPARTMENT OF FINANCE		345 ADAMS ST			Brooklyn	NY	11201	
NEW YORK CITY DEPARTMENT OF FINANCE		PO Box 3931			New York	NY	10008-3931	
NEW YORK CITY DEPARTMENT OF FINANCE		PO Box 5150			Kingston	NY	12402-5150	
New York Financial Writers Association		PO Box 338			Ridgewood	NJ	07451-0338	
New York State Corporation Tax	NYS Corporate Tax	Processing Unit	P.O. Box 22093		Albany	NY	12201	
New York State Department of Law		New York Office of the Attorney General	120 Broadway, 23rd Floor		New York	NY	10271	
New York State Department of State		Misc. Records Bureau	41 State St		Albany	NY	12231	
New York State Income Tax		Extension Request PO Box 4125			Binghamton	NY	13902-4126	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
New York State Income Tax		Extension Request PO Box 4125			Minghampton	NY	13902-4126	
New York State Income Tax		W A HARRIMAN CAMPUS			Albany	NY	12227	
Newbridge Financial Inc.	Attn Scott Weeks - Accountant	5200 Town Center Circle	Tower 1, Ste 306		Boca Raton	FL	33486	
Newbridge Securities Corporation		5200 Town Center Circle Tower 1	Ste 306		Boca Raton	FL	33486	
Newbridge Securities Corporation	Attn Robert Spitler-CFO	1451 W Cypress Creek Rd, Suite 204			Ft. Lauderdale	FL	33309	
NewOak Capital		485 Lexington Ave, 25th flr			New York	NY	10017	
News Communications		4th Flr, Chinyang Bldg	90-3 Chungjeongno 2-ga,		Seodamun-gu		120-012	SOUTH KOREA
NexBank	John Danilowicz	2515 McKinney Ave	Ste 1100		Dallas	TX	75201	
NexBank	John Danilowicz	2515 McKinney Ave	Suite 11--		Dallas	TX	75201	
NexBank Capital Advisors		2515 McKinney Ave, Ste 1100			Dallas	TX	75201	
NEXBANK SECURITIES, INC		13455 NOEL RD	22ND FL		Dallas	TX	75240	
NEXBANK SECURITIES, INC		2515 McKinney	Suite 1700		Dallas	TX	75201	
NexBank SSB	dba NexBank Credit Services	Grant Smith	2515 McKinney Ave.	11th Floor	Dallas	TX	75201	
NEXBANK, SSB	Attn MARCIA SANDS	13455 NOEL RD	STE 2220		Dallas	TX	75240	
NexPoint Advisors, L.P.		200 Crescent Court	Suite 700		Dallas	TX	75201	
NexPoint Cap Escrow		300 Crescent Court	Suite 700		Dallas	TX	75201	
NexPoint Capital, Inc.		300 Crescent Court	Suite 700		Dallas	TX	75201	
NexPoint Healthcare Opportunities Fund		300 Crescent Court	Suite 700		Dallas	TX	75201	
NexPoint Latin American Opport. Fund		Dallas			Dallas	TX	75201	
Nextel Communications		PO Box 54977			Los Angeles	CA	90054-0977	
Ney Castro		130 Bradhurst Ave	Apt 510		New York	NY	10039	
NGO, HONGVIEN		Address Redacted						
Nguyen, Hung		Address Redacted						
NGUYEN, KRISTINE		Address Redacted						
NGUYEN, TIFFANY		Address Redacted						
NGUYEN, TONY KHOI		Address Redacted						
NH Dept of State	Bureau of Securities Regulation	107 N. Main St, State House Room 204			Concord	NH	03301	
Nicholas Headley		404 Rio Grande St	Apt 135		Austin	TX	78701	
Nicholas Headley		7514 E Earll Dr	Unit 35		Scottsdale	AZ	85251	
NICHOLAS LOSEY		3502 SPRINGBROOK ST			Dallas	TX	75205	
NICHOLAS OLENEC		2203 N CARROLL AVE			Dallas	TX	75204	
Nicholas T. Meserve		6236 Piping Rock Lane			Houston	TX	77057	
NICHOLAS TRUYENS		7797 CLYDESDALE AVE			Kalamazoo	MI	49009	
NICK ALFERMANN		402 S BRENTWOOD BLVD	APT 34		Clayton	MO	63105	
Nick Meserve		11835 Brandywine Ln			Houston	TX	77024	
NICK PAULEIT		2820 MCKINNON ST	No 4012		Dallas	TX	75201	
Nickey L. Oates Company		25 Highland Park Village	Suite 100		Dallas	TX	75205	
Nicklas, James		Address Redacted						
NICODEMUS WINATA		14181 NOEL RD			Dallas	TX	75254	
Nicole Lacues		1626 Powell Street			San Francisco	CA	94133	
Nikolayev, Yegor		Address Redacted						
Niles Chura		8611 Brook Rd			McLean	VA	22102	
Niles K Chura		8611 Brook Rd			McLean	VA	22102	
NILSEN, CHRISTOPHER		Address Redacted						
Nirav Batavia		100 W. 26th St.	Apt. 25 A		New York	NY	10001	
Nisen & Elliott LLC		200 West Adams St			Chicago	IL	60606	
Nitro Software, Inc.		225 Bush Street	Suite 700		San Francisco	CA	94104	
NIXON PEABODY LLP	Attn BOBBI HALL	100 SUMMER ST			Boston	MA	02110	
NJ DIVISION OF TAXATION	REVENUE PROCESSING CENTER	PO BOX 642	PART		Trenton	NJ	08646-0642	
NMS Communications LLC		443 12th Street	5C		Brooklyn	NY	11215	
NMS MANAGEMENT, INC.		500 NORTH BROADWAY	STE 236		Jericho	NY	11753	
NOAH MAYER		2321 SPRUCE ST	APT 2F		Philadelphia	PA	19103	
NOBLE, SHELBY		Address Redacted						
Noel, Kirby		Address Redacted						
Noelle Williams		1456 N. Orleans	Apt 3		Chicago	IL	60610	
Nonna Knows Catering		5522 Maple Ave # 1435			Dallas	TX	75235	
Noonmark Capital		9 Hall Avenue			Larchmont	NY	10538	
Norm Crisostomo		5417 E Juniper Canyon Dr			Cave Creek	AZ	85331	
NORRIS, DUSTIN		Address Redacted						
NORRIS, DUSTIN		Address Redacted						

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
North Carolina Department of Revenue		PO Box 25000			Raleigh	NC	27640-0520	
North Ridge Securities		112 Madison Ave, 5th Floor			New York	NY	10016	
NorthPark Center		8687 North Central Expressway			Dallas	TX	75225	
Northwestern University	Attn Maureen Fenty	1800 Sherman Avenue, Suite 400			Evanston	IL	60201	
Norton Rose		3 More London Riverside			London		SE1 2AQ	UK
Notable Solutions, Inc.		9715 Key West Avenue	Suite 200		Rockville	MD	20850	
Nouveau		2270 Springlake Rd	Suite 400		Dallas	TX	75234	
Nova Engineering, Inc		2625 N. Josey Lane, Suite 112			Carrollton	TX	75007	
Novack and Macey LLP		100 N Riverside Plaza			Chicago	IL	60606-1501	
NOW Advisors		1320 Greenway Dr	Suite 758		Irving	TX	75038	
NPB Financial Group, LLC		3500 W. Olive Avenue	Suite 300		Burbank	CA	91505	
NTR Review		407 East maple Street			Cumming	GA	30040	
Numara Software Inc		PO Box 102280			Atlanta	GA	30368-2280	
Numara Software Inc		PO BOX 933754			Atlanta	GA	31193-3754	
Nutter, McClennen & Fish, LLP		155 Seaport Boulevard	Seaport West		Boston	MA	02110-2604	
Nutter, McClennen & Fish, LLP	Attn Ian Roffman	Seaport West	155 Seaport Blvd		Boston	MA	02210	
NWCC, LLC	c/o of Michael A. Battle, Esq.	Barnes & Thornburg, LLP	1717 Pennsylvania Ave N.W. Ste 500		Washington	DC	20006-4623	
NXT Capital Real Estate		Dallas			Dallas	TX	75201	
NYC DEPARTMENT OF FINANCE		59 Maiden Lane, 19th Floor			New York	NY	10038-4502	
NYC DEPARTMENT OF FINANCE		PO Box 3644			New York	NY	10008	
NYC DEPARTMENT OF FINANCE		PO Box 3646			New York	NY	10008	
NYC DEPARTMENT OF FINANCE		PO Box 3922	General Corporation Tax		New York	NY	10008-3922	
NYC DEPARTMENT OF FINANCE		PO Box 3931			New York	NY	10008-3931	
NYC DEPARTMENT OF FINANCE		PO Box 5040			Kingston	NY	12402-5040	
NYC DEPARTMENT OF FINANCE		PO Box 5060			Kingston	NY	12402-5060	
NYC DEPARTMENT OF FINANCE		PO Box 5070			Kingston	NY	12402-5070	
NYC DEPARTMENT OF FINANCE		PO BOX 5100			Kingston	NY	12402-5150	
NYC DEPARTMENT OF FINANCE		PO BOX 5150			Kingston	NY	12402-5150	
NYC FIRE DEPARTMENT		CHURCH STREET STATION	PO BOX 840		New York	NY	10008-0840	
NYEMASTER GOODE LAW FIRM		700 WALNUT	STE 1600		Des Moines	IA	50309-3899	
NYS Assessment Receivables		PO Box 4127			Binghamton	NY	13902-4127	
NYS Unemployment Insurance		PO Box 4301			Binghamton	NY	13902-4301	
NYS Workers Comp Board DB		One Exchange Plaza	55 Broadway Suite 201		New York	NY	10006	
NYSE ARCA, LLC		PO Box 223529			Pittsburgh	PA	15251-2529	
NYSE MARKET, INC		Box #223695			Pittsburgh	PA	15251-2695	
NYSE MARKET, INC		BOX #4006	PO BOX 8500		Philadelphia	PA	19178-4006	
NYSE MARKET, INC		Grand Central Station	PO BOX 4695		New York	NY	10163	
NYSIF Disability Benefits		DCC	1 Watervliet Ave. EXT		Albany	NY	12206	
NYSIF Disability Benefits		PO Box 5239			New York	NY	10008-5239	
Oak Tree Securities, Inc.		4049 First Street	Suite 129		Livermore	CA	94551-4949	
Ober, Kaler, Grimes & Shriver		100 Light Street			Baltimore	MD	21202	
Objective Group, Inc.		201 South Biscayne Blvd, 28th Floor			Miami	FL	33131	
OBJECTIVE PARADIGM CORPORATION	Attn RYAN POLLOCK	805 N MILWAUKEE AVE STE 300			Chicago	IL	60622	
OBRIEN, JUSTIN		Address Redacted						
OBRIEN, MICHAEL J		Address Redacted						
OC CRUISER, Inc		1439 W Chapman Ave #260			Orange	CA	92868	
Oce Imagistics Inc		PO Box 856193			Louisville	KY	40285	
OConnor, Shannon		Address Redacted						
OConnors		3800 Buffalo Speedway	Ste 500		Houston	TX	77098	
Office Depot, Inc		DEPT 56-4201182804	PO BOX 689020	OFFICE DEPOT CREDIT PLAN	Des Moines	IA	50368-9020	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Office Depot, Inc		Dept. 56 - 4201182804 PO Box 9020			Des Moines	IA	50368-9020	
Office Depot, Inc		PO BOX 5027	ACCT - 31A		Boca Raton	FL	33431-0827	
Office Depot, Inc		PO Box 70025			Los Angeles	CA	90074-0025	
OFFICE EQUIPMENT FINANCE SERVICES		PO BOX 790448			Saint Louis	MO	63179-0448	
Office Expo		2025A Midway Rd			Carrollton	TX	75006	
Office of Secretary of State		1019 Brazos Street			Austin	TX	78701	
Office of the Attorney General	Michael B. Mukasey, Esq.	U.S. Department of Justice	950 Pennsylvania Avenue, N.W.		Washington	DC	20530-0001	
Office of the Attorney General		Securities Division	200 St Paul Place		Baltimore	MD	21202	
Office of the General Counsel		Pension Benefit Guaranty Corp.	1200 K Street, N.W.		Washington	DC	20005-4026	
Office of the General Counsel	Re Prime Brokerage Services	Jefferies LLC	520 Madison Avenue, 16th Floor		New York	NY	10022	
Office of the Securities Comm. KS		Securities Division	109 SW 9th Street, Suite 600		Topeka	KS	66612	
OGLETREE DEAKINS		918 S PLEASANTBURG DR (29607)	PO BOX 167		Greenville	SC	29602	
OGLETREE DEAKINS		PO BOX 89			Columbia	SC	29202	
Ogletree Deakins Nash Smoak & Stewart PC		P.O. Box 89			Columbia	SC	29202	
OHANNA, DAVID		Address Redacted						
OHC Advisors Inc		14221 SW 120th Street	Suite 229		Miami	FL	33186	
Ohio Division of Securities		77 South High Street	22nd Floor		Columbus	OH	43215	
Oil & Gas Information Systems		5801 Edwards Ranch Road	Suite 200		Fort Worth	TX	76109	
Oil & Gas Journal		Pennwell Corporation	PO Box 4362		Chicago	IL	60680-4207	
Oil and Gas Investor		PO Box 3001			Northbrook	IL	60065-3001	
Okada, Luke		Address Redacted						
OKADA, MARK		Address Redacted						
Okada, Mark		Address Redacted						
Oklahoma Department of Securities		Oklahoma Department of Securities	204 N. Robinson Ave., Ste. 400		Oklahoma City	OK	73102-7001	
Oklahoma Independent Petroleum Assoc.		500 N.E. 4th Street			Oklahoma City	OK	73104	
OKLAHOMA TX COMMISSION		PO BOX 26930			Oklahoma City	OK	73126-0930	
OKOLITA, MATTHEW		Address Redacted						
Okta Inc		301 Brannan Street	Ste 300		San Francisco	CA	94107	
Okta, Inc.		301 Brannan St	Suite 100		San Francisco	CA	94107	
Old Republic National Title Ins. Co.		8201 Preston Rd	Suite 450		Dallas	TX	75225	
Olender Reporting, Inc.		1522 K St NW Ste 720			Washington	DC	20005	
Olive & Ivy		7135 E Camelback Rd	No 195		Scottsdale	AZ	85251	
OLIVER CASTELINO		5711 ROSS AVE			Dallas	TX	75206	
OLSON,CANNON, GORMLEY, & DESRUISSEAUX		9950 WEST CHEYENNE AVE			Las Vegas	NV	89129	
OM5-DALLAS		Prestonwood Tower	5151 Beltline Rd.	Suite 550	Dallas	TX	75254	
Omgeo LLC		2967 Collections Center Dr			Chicago	IL	60693	
On Course Promotion		6865 Pear Tree Dr			Carlsbad	CA	92011	
Ondina Purcell		12 Stonegate Drive			Watchung	NJ	07069	
Onelogin, Inc.		100 California Street	Floor 9		San Francisco	CA	94111	
On-Site Sourcing, Inc.		PO Box 75495			Baltimore	MD	21275	
Opal Financial Group		10 East 38th St, 4th Flr			New York	NY	10016	
Open Text Inc.	c/o JP Morgan Lockbox	24685 Network Place			Chicago	IL	60673-1246	
OppenheimerFunds, Inc.	Attn Accounts Payable	6803 S. Tucson Way, Bldg 2 Garden Level			Centennial	CO	80112	
Options Group		121 East 18th St			New York	NY	10003	
Options Price Reporting Authority		PO Box 95718			Chicago	IL	60694-0001	
Opus 2 International, Inc.		100 Pine Street	Suite 560		San Francisco	CA	94111	
Opus 2 International, Inc.	Matthew Finnecy, Credit Controller	5 New Street Square			London		EC4A 3BF	UK
ORACLE AMERICA, INC		PO Box 203448			Dallas	TX	75320-3448	
ORACLE AMERICA, INC		PO BOX 71028			Chicago	IL	60694-1028	
Oracle Healthcare Advisors Inc.		14221 SW 120th Street	Suite 229		Miami	FL	33186	
Orbis Marketing, Inc.		21550 Oxnard Street	Suite 850		Woodland Hills	CA	91367	
Orchard Group Productions		301 Park Forest Ct			Hurst	TX	76053	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Oregon Department of Revenue		955 Center St NE			Salem	OR	97301	
ORENT, COURTNEY		Address Redacted						
Organizational Talent		3752 Colliers Dr			Edgewater	MD	21037	
Orrick, Herrington & Sutcliffe LLP		4253 Collections Center Dr			Chicago	IL	60693	
OSED Investments, LLC		8951 Synergy Dr., Ste 225			McKinney	TX	75070	
OUTLOOKSOFT CORPORATION		ONE STAMFORD PLAZA	11TH FLR		Stamford	CT	06901-3281	
OutSource Management	c/o Cathy Wylet, Meeting Planner	14410 N. 10th Place			Phoenix	AZ	85022	
Ouyang, Kaixi		Address Redacted						
OVATION TRAVEL GROUP	Attn ANDREA KELLY	71 FIFTH AVE	11TH FLR		New York	NY	10003	
Ovis Creative		483 10th Ave	Suite 230		New York	NY	10018	
Owens, David		Address Redacted						
OXANA BROWN		8200 SOUTHWESTERN			Dallas	TX	75206	
Oxer Technologies		59 Franklin Street	Suite 5R		New York	NY	10013	
PA Consulting Group		1750 Pennsylvania Ave Ste 100			Washington	DC	20006-4506	
PACER Service Center		PO Box 277773			Atlanta	GA	30384-7773	
PACER Service Center		P.O. Box 5208			Portland	OR	97208-5208	
PACER Service Center		PO BOX 70951			Charlotte	NC	28272-0951	
PACER Service Center		PO Box 71364			Philadelphia	PA	71364	
Pachulski Stang Ziehl & Jones LLP		10100 Santa Monica Blvd	Ste 1300		Los Angeles	CA	90067	
Pacific Life Annuities & Mutual Funds		700 Newport Center Drive			Newport Beach	CA	92660-6397	
Paciugo Catering		1215 Viceroy Drive			Dallas	TX	75247	
Packerland Brokerage Services Inc.		432 Security Blvd			Green Bay	WI	54313-9709	
PADILLA, ANDREW		Address Redacted						
Pageant Media		Dunstan House 14a St Cross St			London		EC1N 8XA	UK
PAIPANANDIKER, CHET		Address Redacted						
Palico LLC		420 Lexington Avenue	Suite 1425		New York	NY	10170	
Palisade Capital Management		One Bridge Plaza	Suite 695		Fort Lee	NJ	07024	
PALLEY, RENNICK		Address Redacted						
Palm Beach Investment Research Grp Inc.		13638 Via Flora	Suite A		Delray Beach	FL	33484	
PALMER, JAMES		Address Redacted						
PAM Capital Funding LP	c/o Maples & Calder	PO Box 309, Ugland House	South Church Street	George Town	Grand Cayman			Cayman Islands
PAM Capital Funding LP	c/o Queensgate SPV Services Limited	PO Box 1093GT / Suzanne St. Thomas	Compass Center, 2nd Flr, Crewe Road	George Town	Grand Cayman			Cayman Islands
PamCo Cayman Ltd.	c/o Maples & Calder	PO Box 309, Ugland House	South Church Street	George Town	Grand Cayman			Cayman Islands
PamCo Cayman Ltd.	c/o Queensgate SPV Services Limited	PO Box 1093, Ugland House	South Church Street	George Town	Grand Cayman			Cayman Islands
Panhandle Producers Royalty Ownrs Assoc.		3131 Bell Street	Suite 209		Amarillo	TX	79106	
PaperCut Software International Pty Ltd		1620 SW Taylor Street	Ste 210		Portland	OR	97205	
PAR Plumbing		60 N. Prospect Avenue			Lynbrook	NY	11563-1395	
Paradigm		360 Park Avenue South	16th Floor		New York	NY	10010	
Paradise Bakery and Cafe		13710 Dallas Parkway, Suite H			Dallas	TX	75240	
Paradox Sports		710 10th Street	Suite 200		Golden	CO	80401	
Paragon Photocopying, Co.		1700 Commerce Ste 200			Dallas	TX	75201	
PARCELS INC		PO BOX 27			Wilmington	DE	19899	
PARIVEDA SOLUTIONS		PO BOX 671060			Dallas	TX	75267	
Park Cities Quail 2016 Dinner & Auction		25 Highland Park Village	Suite 100-417		Dallas	TX	75205	
PARK, JUN		Address Redacted						
Parker Poe Adams & Bernstein LLP		401 S. Tryon St, Ste 3000	Three Wells Fargo Center		Charlotte	NC	28202	
PARKER, LEE		Address Redacted						
Parkinsons Disease Foundation		Gift Processing Center	PO Box 96268		Washington	DC	20090-6268	
Parkland Securities, LLC	Attn Blayne Andersen	300 Parkland Plaza			Ann Arbor	MI	48103	
Parks Coffee		PO Box 110209			Carrollton	TX	75011-0209	
Parkway Bent Tree Partners, Ltd		17130 Dallas Parkway	Suite 240		Dallas	TX	75248	
Parmentier, Andrew		Address Redacted						
PARNELL, CATHERINE		Address Redacted						
PARS International Corp	Attn Permissions A/R	253 West 35th Street, 7th Floor			New York	NY	10001	
Parth Shah		360 West 43rd Street			New York	NY	10036	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Partner Engineering & Science, Inc.		2154 Torrance Blvd	Suite 200		Torrance	CA	90501	
Partridge Snow & Hahn, LLP		40 Westminster Street	Suite 1100		Providence	RI	02903	
Party Frills		219 E White St			Anna	TX	75409	
PASSMORE, MICHAEL		Address Redacted						
Pat & Emmitt Smith Charities		16000 North Dallas Pkwy	Suite 550N		Dallas	TX	75248	
Pate & Knarr		PO Box 1907			Oklahoma City	OK	73101-1907	
PATEL, VISHAL		Address Redacted						
PATRICK BOYCE		6617 MUIRFIELD CIRCLE			Plano	TX	75093	
Patrick Bressler		10121 Parley Dr.			Tampa	FL	33626	
Patrick Daugherty	c/o Thomas A. Uebler, Esq.	McCollom DEmilio Smith Uebler LLC	2751 Centerville Rd #401		Wilmington	DE	19808	
Patrick Daugherty/Andrew K. York	Dylan O. Drummond	Gray Reed & McGraw, LLP	1601 Elm Street	Suite 4600	Dallas	TX	75201-7212	
Patrick J. Elverum		111 Brady Street			Daniel Island	SC	29492	
PATRICK KELLY		2155 W ROSCOE	No 3S		Chicago	IL	60618	
Patrick Willoughby-McCabe		3409 Rosedale			Dallas	TX	75205	
PATRICK, MARK		Address Redacted						
Patrina Corporation		45 Broadway	Ste 1440		New York	NY	10006	
Patton Boggs LLP		2550 M St NW			Washington	DC	20037	
PAUL ADKINS		3938 VENETIAL WAY			Tampa	FL	33634-7424	
Paul D. Peterson, Ltd.		3040 Woodbury Drive			Woodbury	MN	55129	
Paul DiMartino		3675 N Country Club Drive #1709			Adventura	FL	33180	
Paul Hastings, Janofsky & Walker LLP		55 Second St, 24th Flr			San Francisco	CA	94105-3441	
PAUL KAUFFMAN		1401 Eastwick Ln			Plano	TX	75093	
PAUL KAUFFMAN		3009 Bryn Mawr Dr.			Dallas	TX	75225	
PAUL KUNKEL		217 N WESTERN AVE			Park Ridge	IL	60068	
Paula Shober		86 Hillcrest Road			Berkeley	CA	94705	
Paws Cause 2015	Attn Paws Cause 2015	2400 Lone Star Drive			Dallas	TX	75212	
PayCom Payroll, LLC		4005 NW Expressway, STE 500			Oklahoma City	OK	73116	
PayFlex Systems USA, Inc.		10802 Farnam Drive	Suite 100		Omaha	NE	68154	
Paylocity		3850 N. Wilke Road			Arlington Heights	IL	60004	
Payne & Smith, LLC		10711 Preston Rd	Suite 110		Dallas	TX	75230	
Payne & Smith, LLC		5952 Royal Lane	Suite 158		Dallas	TX	75230	
PayScale Inc		PO Box 49283			San Jose	CA	95161-9283	
PBGC		DEPT 77430, PO BOX 77000			Detroit	MI	48277-0430	
PBGC		PO Box 105758			Atlanta	GA	30348-5758	
PC Connection		PO Box 382808			Pittsburgh	PA	15250-8808	
PC Serv LLC/SharePoint Solutions	Accounts Recievable	1521 Gordon Petty Dr			Brentwood	TN	37027	
PC Serv, LLC / SharePoint Solutions		PO Box 1588			Brentwood	TN	37024-1558	
PCMG Trading Partners XXIII, L.P.	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
PCS Securities, Inc.		19020 88th Avenue West			Edmonds	WA	98026	
Peach Labs, Inc.		403 Columbia Street	Suite 200		Seattle	WA	98104	
Peacock, Carissa		Address Redacted						
Pearson, James M.		Address Redacted						
Pearson, Kyle		Address Redacted						
PEGGY FRANCIS		175 W 9th ST APT 15A			New York	NY	10024	
Peller		Dreikonigstrasse 45	Postfach 2016		Zurich		CH-8027	SWITZERLAND
Peltekian, Michael		Address Redacted						
Peltekian, Michael		Address Redacted						
PELZEL, TERRY		Address Redacted						
Penland, Nathan		Address Redacted						
Pension Benefit Guaranty Corporation		Department 77430	PO Box 77000		Detroit	MI	48277-0430	
PensionDanmark	Pensionsforsikringsaktieselskab	Head of Legal	Langelinie Alle 43		Copenhagen		02100	Denmark
Pensions & Investments		Crain Communication Inc.	115 Gratiot		Detroit	MI	48207-2997	
Pensions & Investments		PO BOX 79001	DRAWER #7718	SUBSCRIBER SERVICES	Detroit	MI	48279-7718	
Pensions & Investments		Subscriber Services Department 77940			Detroit	MI	48277-0940	
PENTAGROUP FINANCIAL, LLC		5959 CORPORATE DR	STE 1400		Houston	TX	77036	
PENTON TECHNOLOGY MEDIA		221 E 29TH ST			Loveland	CO	80538	
Pepper Hamilton LLP		1201 Market St, Ste 1600			Wilmington	DE	19899	
Pepperdine University	Attn Stacy Taylor	Pepperdine School of Law	24255 Pacific Coast Hwy		Malibu	CA	90263	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PEREIRA, TOM		Address Redacted						
Perino, Inc		450 W 42nd Street	Apt 46M		New York	NY	10036	
Perkins Coie LLP	Attn Client Accounting	1201 Third Avenue, Suite 4900			Seattle	WA	98101	
Perot Museum of Nature and Science		2201 North Field Street			Dallas	TX	75201	
Perot Museum of Nature and Science		PO Box 151469			Dallas	TX	75315	
Pershing LLC	Alternative Invest Dept. - Zamena Khan	300 Colonial Center Parkway, 3rd Floor			Lake Mary	FL	32746	
Pershing LLC	Attn Brittany Crowley	300 Colonial Center Parkway			Lake Mary	FL	32746	
Pershing LLC	Attn Genesis Garcia	One Pershing Plaza, 8th Fl			Jersey City	NJ	07399	
Pershing LLC	Attn IBD - 15th Floor	One Pershing Plaza			Jersey City	NJ	07399	
Personnel Concepts		PO Box 3353			San Dimas	CA	91773	
PERTRAC FINANCIAL SOLUTIONS, LLC		10403 DOUBLE R BOULEVARD			Reno	NV	89521	
PERTRAC FINANCIAL SOLUTIONS, LLC		2650 Thousand Oaks, Ste 1340			Memphis	TN	38118	
Pestotnik + Gold LLP		501 W. Broadway	Suite 1850		San Diego	CA	92101	
Petals & Stems Florist		13319 Montfort	LBJ at Montfort		Dallas	TX	75240	
Petals and Stems		13319 Montfort			Dallas	TX	75240	
PETER CHUNG		2816 AMHERST AVE			Dallas	TX	75225	
PETER CHUNG		47 LAFAYETTE PLACE	APT #6B		Greenwich	CT	06830	
PETER FERGUSON		49 DELHI AVE			TORONTO	ON	MSM 3B8	CANADA
Peter McFarlane		104 Normandy Drive			Woodstock	GA	30188	
PETER NOLAN		4138 NIBLICK DR			Longmont	CO	80503	
PETER PESTILLO		338 PROVENCAL			Grosse Pointe Farms	MI	48236	
Peter Roman		232C Brown St			Philadelphia	PA	19123	
PetroCap Inc		2602 McKinney Avenue	Suite 400		Dallas	TX	75204	
PetroCap Operating, LLC		300 Crescent Court	Suite 700		Dallas	TX	75201	
PetroCap Partners II, GP, LLC	PetroCap, LLC	William L. Britain	2602 McKinney Avenue	Suite 400	Dallas	TX	75204	
PetroCap Partners II, LP		300 Crescent Court	Suite 700		Dallas	TX	75201	
PetroCap Partners III, L.P.		3333 Lee Parkway	Suite 750		Dallas	TX	75219	
PetroCap, LLC		Dallas			Dallas	TX	75201	
Petroleum Club of Midland		PO Box 10527			Midland	TX	79702-7527	
Petsmart Charities, Inc.		PO Box 96426			Washington	DC	20077-7227	
PFERTNER, JIM		Address Redacted						
PFPC DISTRIBUTORS		PO BOX 828789			Philadelphia	PA	19182-8789	
PFPC DISTRIBUTORS		PO BOX 828810			Philadelphia	PA	19182-8810	
Phase 3 Marketing and Communications		Dept# 7052	PO Box 2153		Birmingham	AL	35287-7052	
PHELAN, KEVIN		Address Redacted						
PHIL GALPIN		225 COREY CENTER DR SE			Atlanta	GA	30312	
Phil Rochefort		4062 Rue Cartier			Montreal	QC	H2K 4G4	CANADA
Philadelphia Biblical University		200 Manor Ave			Langhorne	PA	19047-9989	
Philadelphia Biblical University	Attn Mr. Tim Hui	200 Manor Ave			Langhorne	PA	19047-9989	
PHILET FOODS		5331 E MOCKINGBIRD LN	STE 413		Dallas	TX	75206	
Philip Settimi		2045 West Webster Ave			Chicago	IL	60647	
Philippine American Physicians		PO Box 690695			Orlando	FL	32869	
Phillips, Michael		Address Redacted						
Phoenician Operating LLC		6000 East Camelback Road			Scottsdale	AZ	85251	
PicFlips, LLC		8553 N Beach St #280			Fort Worth	TX	76244	
Pillsbury Winthrop Shaw Pittman LLP		PO Box 7880			San Francisco	CA	94120-7880	
Pink Ribbon Cleaning Services		PO Box 541141			Dallas	TX	75354	
Pinnacle Aviation Charter		14988 North 78th Way	Suite 106		Scottsdale	AZ	85260	
Pinnacle Business Systems		609 S. Kelly Avenue, Suite E-7			Edmond	OK	73003	
Pinnacle Group International		PO BOX 2800, # 265			Carefree	AZ	85377	
Pinnacle International		5420 LBJ, Ste 390			Dallas	TX	75240	
Pinnacle International		PO Box 2800, #265			Carefree	AZ	85377	
Pinnacle Office Products LLC		8024 Glenwood Ave	Suite 200		Raleigh	NC	27612	
Pinnacle Office Products LLC		8024 Glenwood Ave Ste 200	STE 200		Raleigh	NC	27612	
PIONEER INVESTMENT MANAGEMENT		60 STATE STREET			Boston	MA	02109	
Pipos Travel Corp.		2333 Brickell Ave.	Mezz UL4		Miami	FL	33129	
PIRA Energy Group		3 Park Ave, 26th Flr			New York	NY	10016-5989	
Piriform Inc.		590 Madison Avenue	21st Floor		New York	NY	10022	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Pirozzi & Hillman, Inc.		274 Madison Ave			New York	NY	10016	
Pirtle Design		89 Church Hill Road			New Paltz	NY	12561	
Pitney Bowes Credit Corp.		PO Box 856460			Louisville	KY	40285-6460	
PITNEY BOWES FINANCIAL SERVICES LLC		PO BOX 371887			Pittsburg	PA	15250-7887	
Pitney Bowes Inc.		PO Box 371896			Pittsburgh	PA	15250-7896	
Pitney Bowes- Purchase Power		PO Box 371874			Pittsburgh	PA	15250-2648	
PITTMAN, TABOR J.		Address Redacted						
Pivotal Research Group LLC		286 Madison Avenue	16th Floor		New York	NY	10017	
PJ Mechanical Service & Maint. Corp.		135 W. 18th Street			New York	NY	10011	
Planatech Solutions Ltd.		Grosvenor Gardens House	35/37 Grosvenor Gardens		London		SW1W 0BY	UK
Plano East Golf Booster Club	Attn Brian Flanagan	700 Bear Creek Dr.			Murphy	TX	75094	
Plano Party Animals		600 Legacy Drive	Suite 111		Plano	TX	75023	
PLANT DECOR		PO BOX 8			Ponder	TX	76259-0008	
Plant Interscapes, Inc.		6436 Babcock Rd.			San Antonio	TX	78249	
PlantKeeper		PO BOX 226142			Dallas	TX	75222-6142	
Plastic News		Subscriber Services	PO Box 07938		Detroit	MI	48207-9944	
Platinum Litigation Solutions, LLC		325 N. Saint Paul Street	Suite 1100		Dallas	TX	75201	
Platinum Parking		300 Crescent Court	Level G1, LB#102		Dallas	TX	75201	
Platypus Studios	Attn Mark Baldi	2055 Corte Del Nogal			Carlsbad	CA	92011	
Plimus, Inc.		142 N. Milpitas Blvd #435			Milpitas	CA	95035-4401	
PLS Inc.		PO Box 4987			Houston	TX	77210-4987	
PLUM, KEITH		Address Redacted						
PLUMER, KURTIS		Address Redacted						
PMC Commercial Trust		17950 Preston Road	Ste 600		Dallas	TX	75252	
PMC Service Company		2425 DillaRd St			Grand Prarie	TX	75051	
PNC Global Investment Servicing		PO Box 828789			Philadelphia	PA	19182-8789	
PNP Productions		8312 Westlawn Avenue			Los Angeles	CA	90045	
POER, MARY		Address Redacted						
POGLITSCH, JON		Address Redacted						
POGRANICHNY, PAUL		Address Redacted						
Point Multimedia LLC		501 Elm Street	Suite 350		Dallas	TX	75202	
Pollock, Staci		Address Redacted						
Polsen, Gregory		Address Redacted						
POPE, JAMES		Address Redacted						
POPE, THERESA		Address Redacted						
Portfolio Media, Inc		860 Broadway	6th Floor		New York	NY	10003	
POST, ROBERT		Address Redacted						
Potbelly Sandwich Works, LLC		222 Merchandise Mart Plaza	23rd FL		Chicago	IL	60654	
POTTER ANDERSON & CORROON LLP	Timothy R. Dudderar	Hercules Plaza, 6th Floor	1313 North Market Street		Wilmington	DE	19801	
Potter, Anderson & Corroon		1313 North Market St PO Box 951			Wilmington	DE	19899-0951	
POWELL, ETHAN		Address Redacted						
POWELL, ETHAN K.		Address Redacted						
PR Newswire		PO Box 5897			New York	NY	10087-5897	
PRACTICING LAW INSITUTE		810 SEVENTH AVE			New York	NY	10019	
PRACTICING LAW INSITUTE		PO Box 26532			New York	NY	10087-6532	
Practising Law Institute		810 Seventh Ave			New York	NY	10019	
Prairie Rose Studio		PO Box 1316			Commerce	TX	75429	
PRAMOD RAJU		3737 COLE AVE	No 113		Dallas	TX	75204	
PRAMOD RAJU		4 LONGFELLOW PLACE	UNIT 2205		Boston	MA	02114	
Precise Land Surveying, Inc.		4625 Eastover Dr			Mesquite	TX	75149	
Premier Wealth Strategies	Attn Jon Rustad	8777 E. Via de Ventura, Ste 140			Scottsdale	AZ	85258	
Premiere Global Services		PO Box 404351			Atlanta	GA	30384-4351	
Premiere Speakers Bureau, Inc.		109 International Drive	Suite 300		Franklin	TN	37067	
Preqin Ltd.		PO Box 200918			Pittsburgh	PA	15251-0918	
Preqin Ltd.		Scotia House	33 Finsbury Square		London		EC2A 1BB	UK
Presbyterian Hospital of Dallas		PO Box 910013			Dallas	TX	75391	
Prescott Legal Search		PO Box 1024140			Atlanta	GA	30368-4140	
Presidential Process Service Inc		419 Park Ave South	Suite 700		New York	NY	10016	
Preston Florist		14856 Preston Rd Ste 110			Dallas	TX	75240	
Preston Hollow Catering		3419 Westminister	No 235		Dallas	TX	75205	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Preston Hollow Elementary PTA		6423 Walnut Hill Lane			Dallas	TX	75230	
PRI Association		5th Floor	25 Camperdown Street		Whitechapel		E1 8DZ	UK
PRICE, BRIAN		Address Redacted						
Price, Kevin		Address Redacted						
PRICE, WHITNEY		Address Redacted						
Pricewaterhouse Coopers, LLP		8 Cross St. #17-00	PWC Singapore Building		Singapore		048424	SINGAPORE
Pricewaterhouse Coopers, LLP		PO Box 75647			Chicago	IL	60675-5647	
Pricewaterhouse Coopers, LLP		P.O. Box 952282			Dallas	TX	75395	
PRICEWATERHOUSECOOPERS		SOUTHWARK TOWERS	32 LONDON BRIDGE ST		London		SE1 9SY	UK
PRILICK, GUSTAVO		Address Redacted						
Prime Brokerage Services		Jefferies LLC	520 Madison Avenue		New York	NY	10022	
Primedia		PO Box 96985			Chicago	IL	60693	
Princeton Club of NY		15 West 43rd Street			New York	NY	10036-7497	
Princeton Search LLC		d/b/a PrincetonOne	PO Box 52265		Newark	NJ	07101-0220	
Principal Financial Group		PO Box 477			Appleton	WI	54912-0477	
Principal Life		Dept. 400 PO Box 14416			Des Moines	IA	50306-3416	
PrintComm		1161 Executive Drive West			Richardson	TX	75081	
PrintGlobe		PO Box 975659			Dallas	TX	75397-5659	
Privcap LLC		86 Chambers Street	7th Floor		New York	NY	10007	
Probe Ministries		1900 Firman Dr Ste 100			Richardson	TX	75081-6796	
Probe Ministries		2001 W. Plano Pkwy	Suite 2000		Plano	TX	75075	
Professional Technologies, Inc.	Accounting Dept.	4950 N. OConnor Rd., 1st Floor			Irving	TX	75062-2778	
PROFESSIONALs PUBLISHING GROUP		1911 N US HWY 301	STE 140		Tampa	FL	33619	
PROFFESSIONAL TECHNOLOGIES INCORPORATED		CORPORATE PLAZA 1, 1st floor	4950 North OConnor Rd		Irving	TX	75062-2778	
Proffessional Video Services, LLC		8 Canterbury Lane			Westfield	NJ	07090	
Progressive Business Publication		370 Technology Drive	PO BOX 3019		Malvern	PA	19355	
Proofpoint		892 Ross Drive			Sunnyvale	CA	94089	
Proposal Software, Inc.		1140 US Hwy 287	Suite 400-102		Broomfield	CO	80020	
Prosek Partners LLC		1552 Post Road			Fairfield	CT	06824	
Prospect News Inc.		164 Prospect Park West #4R			Brooklyn	NY	11215	
Prospect News Inc.		6 MAIDEN LANE	9th floor		New York	NY	10038	
Prosper Sports Association		1050 High Willow			Prosper	TX	75078	
ProStar Services, Inc		PO Box 110209			Carrollton	TX	75011	
Protection Networks		4887 Alpha Road, St 200			Farmers Branch	TX	75244-4632	
PROVIDEA CONFERENCING LLC		1297 Flynn Rd.	Suite 100		CAMARILLO	CA	93012	
PROVIDEA CONFERENCING LLC		PO Box 636132			Cincinnati	OH	45263	
Prudential	Attn Nirsa Reyes	100 Mulberry St, Gateway Ctr 3, 14 flr			Newark	NJ	07102	
Prudential		PO BOX 856138			Louisville	KY	40285	
Pryor Cashman LLP		410 Park Ave			New York	NY	10022	
PUBLIC COMPANY ACCTNG OVERSIGHT BOARD		PO BOX 631116			Baltimore	MD	21263-1116	
Puerto Rico Secretary of the Treasury		Securities Division	1492 Ponce de Leon Avenue, Suite 600		San Juan	PR	00907-1492	
Puglisi & Associates		850 Library Ave, Suite 204			Newark	DE	19711	
PUNCHSTOCK		8517 EXCELSIOR DR	STE 200		Madison	WI	53717	
PUNCHSTOCK		PO Box 953604			Saint Louis	MO	63195	
PURCELL, ONDINA		Address Redacted						
PURCELL, ONDINA A.		Address Redacted						
Purdy-McGuire		4300 Sigma Ste 200			Dallas	TX	75244-4416	
Pure Compliance		PO BOX 951839			Dallas	TX	75395	
Purshe Kaplan Sterling Investments, Inc.		18 Corporate Woods Blvd	4th Floor		Albany	NY	12211	
PUSATERI, MICHAEL		Address Redacted						
Putnam Lovell		1155 Metcalfe St, 4th Flr			Montreal	QC	H3B 4S9	CANADA
PwC Product Sales LLC		PO Box 952282			Dallas	TX	75395-2282	
Q&A RECRUITING		14241 N DALLAS PKWY, STE 550			Dallas	TX	75254	
Q.O.P.S.		PO Box 10429			Van Nuys	CA	91410	
Quadriga Partners, LLC	Attn Jason Ficken	100 Fillmore, Suite 425			Denver	CO	80206	
Quality High-Tech Services, Inc.		11807 Forestgate Dr			Dallas	TX	75243	
QUAN ZHANG		90 SOUTH 9TH ST	APT 1106		Minneapolis	MN	55402	
QUANTUM		DEPT 0596	PO BOX 120596		Dallas	TX	75312	
Queens Ballpark Co.	Attn Marc Candelaria	126-01 Roosevelt Ave.			Flushing	NY	11368	
Quest CE		10100 W. Innovation Drive	Suite 200		Milwaukee	WI	53226	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Quest Events		2591 Dallas Parkway	Suite 201		Frisco	TX	75034	
Quest Software		PO Box 51739			Los Angelos	CA	90051-6039	
Quick Trak Messangers		267 West 17th Street	3rd Floor		New York	NY	10019	
Quik Trak Messengers		267 West 17th Street	3rd Floor		New York	NY	10011-5300	
QVerity, Inc.		740 Greenville Blvd.	Suite 400, PMB 154		Greenville	NC	27858	
Rabbit Reproduction		PO Box 29764			Dallas	TX	75229	
Rachael Romine		5165 CR 2013			Glen Rose	TX	76649	
RACHAL, TRAVIS		Address Redacted						
RACHAL, TRAVIS		Address Redacted						
Rademacher, Cole		Address Redacted						
Radianz Americas Inc	Attn Head of Legal	620 Eighth Ave	45 th Floor		New York	NY	10018	
Radianz Americas Inc		DEPT CH 19227			Palentine	IL	60055-9227	
Radianz Americas Inc		PO Box 7247-6642			Philadelphia	PA	19170-6642	
Rafael Anchia		Patton Boggs	2001 Ross Ave Ste 3000		Dallas	TX	75201	
Ragen, Spencer		Address Redacted						
RAJU, PRAMOD		Address Redacted						
Rally Point Media Strategies LLC		1320 North Veitch St	No 1712		Arlington	VA	22201	
RAMAMURTHY, SUNDAR		Address Redacted						
Ramesh Swaminathan		27 Phillips Rd			Edison	NJ	08817	
Rand Advisors Series I Insurance Fund	c/o Rand Advisors	John Honis	87 Railroad Place	Suite 403	Saratoga Springs	NY	12866	
Rand Advisors, LLC	John Honis	87 Railroad Place	Suite 403		Saratoga Springs	NY	12866	
Rand PE Fund I, L.P.	c/o Rand PE Fund Management, LLC	John Honis	87 Railroad Place	Suite 403	Saratoga Springs	NY	12866	
Randal Stout Entertainment		2341 Hummingbird Trail			Grapevine	TX	76051	
RANDAL ZIEGENHAGEN		5317 ELLSWORTH AVE			Dallas	TX	75206	
Random Lengths		PO Box 867			Eugene	OR	97440-0867	
RANGEL, VICTOR		Address Redacted						
Ranger Creek Goose		209 Alex Way			Abilene	TX	79602	
Ransom, Garrett		Address Redacted						
Rapid7 LLC		100 Summer Street, 13th Flr			Boston	MA	02110	
Rapid7 LLC		PO Box 347377			Pittsburgh	PA	15251-4377	
Ratcliffe for Congress		2931 Ridge Road, Ste 101	PMB #217		Rockwall	TX	75032	
RAWLINGS, OLSON, CANNON		GORMLEY & DESRUISSEAUX	9950 W CHEYENNE AVE		Las Vegas	NV	89129	
Raymond James & Associates, Inc		70 East Main St			Avon	CT	06001	
Raymond James & Associates, Inc	Attn Kristin Koscho	880 Carillon Parkway			St. Petersburg	FL	33716	
Raymond James & Associates, Inc	Attn Treasury/RMB-M/F	PO Box 23591			St. Petersburg	FL	33742	
Raymond James & Associates, Inc		Granada Building, 5th Floor	1216 State Street, Suite 500		Santa Barbara	CA	93101	
Raymond James Financial	ALPG Attn Todd Moulton	3610 N. University Ave, Ste 350			Provo	UT	84604	
Raymond James Financial	Attn Catina Cruz/RJ BP Dev Conf Free	PO Box 23613			St. Petersburg	FL	33742	
RBC Capital Markets, LLC	Attn Dave Hirons	4250 Executive Square, Ste 800			Lajolla	CA	92037	
RBC Capital Markets, LLC	Attn Jim Brick	60 South Street, P21			Minneapolis	MN	55402	
RCR Wireless News		Subscriber Services Department 77940			Detroit	MI	48277-0940	
Real Capital Analytics		139 5th Ave			New York	NY	10010	
REAL ESTATE ALERT		5 Marine View Plaza #400			Hoboken	NJ	07030	
REAL ESTATE FUND 2002-A		13455 NOEL RD	STE 800		Dallas	TX	75240	
Real Time Services		452 West John Street			Hicksville	NY	11801-1301	
REALPOINT		BOX #3001	200 WITMER RD		Horsham	PA	19044	
REALPOINT		Receivable Management Services	4836 Brecksville Rd		Richfield	OH	44286	
Reasoning Mind		5910 N. Central Expressway # 250			Dallas	TX	75206	
Rebecca A. Thompson		1363 Glenwood Loop			Bulverde	TX	78163	
Rebecca Stropoli		109 Clinton Ave, #2			Brooklyn	NY	11205	
Record Press Inc.		229 West 36th Street			New York	NY	10018	
Records Deposition Service		2201 Main Street	Suite 1250		Dallas	TX	75201	
Red Oak Compliance Solutions LLC		1101 Arrow Point Drive	Suite 301		Cedar Park	TX	78613	
Red River CLO Corp.		P.O. Box 1093GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands
Red River CLO, Ltd.	co Ogier Fiduciary Svcs (Cayman) Limited	P.O. Box 1093GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Red Rock Strategic Partners		PO Box 35			Watkinsville	GA	30677	
Redbud E&P Inc.		2602 McKinney Ave	Ste 400		Dallas	TX	75204	
Redeemer Cmmttee Highland Crusader Fund	c/o Terri Mascherin, Esq.	Jenner & Block	353 N. Clark Street		Chicago	IL	60654-3456	
Redspin		27271 Las Ramblas	Suite 200		Mission Viejo	CA	92691	
REED SMITH		1301 K ST, NW	STE 1100- EAST TOWER		Washington	DC	20005-3373	
REED SMITH		PO Box 360074M			Pittsburgh	PA	15251-6074	
REED SMITH		PO BOX 759052			Baltimore	MD	21275-9052	
REED WATSON		3225 TURTLE CREEK			Dallas	TX	75219	
Reese Energy Consulting, Inc.		725 South Boulevard			Edmond	OK	73034	
Refinitiv US LLC		3 Times Square			New York	NY	10036	
Regulatory Compliance Watch		PO Box 9407			Gaithersburg	MD	20898-9407	
Regus Business Centre		Colleen Susini, Centre Manager	245 Park Ave, 39th Flr		New York	NY	10167	
Regus Management Group LLC		PO Box 842456			Dallas	TX	75284-2458	
Reid Collins & Tsai	William T. Reid, Esq.	Reid Collins & Tsai LLP	810 Seventh Avenue, Ste 410		New York	NY	10019	
Reid Collins & Tsai LLP		1301 S. Capital of Texas Hwy	No C300		Austin	TX	78746	
Reid Collins & Tsai LLP		4301 Westbank Drive	Building B Suite 230		Austin	TX	78746	
Reid Davis		4301 Westbank Dr	Building B, Suite 230		Austin	TX	78746	
REIS SERVICES, LLC		530 Fifth Ave5th Floor			New York	NY	10036	
Reis, Inc.		530 5TH AVE, 5TH FLR			New York	NY	10036	
Reis, Inc.		5 West 37th St			New York	NY	10018	
REIT ZONE PUBLICATIONS, LLC		448 IGNACIO BLVD	STE 345		Novato	CA	94949	
Reiter, Jon		Address Redacted						
Relationship Science LLC		909 3rd Ave	FL 18		New York	NY	10022	
Relationship Science LLC		PO Box 347989			Pittsburgh	PA	15251-4989	
Ren Morrison Photography		5445 Caruth Haven 121			Dallas	TX	75225	
Rentacrate Incorporated		124 Prospect St.			Waltham	MA	02453	
Rentacrate Incorporated		22 Century Blvd	Suite 420		Nashville	TN	37214	
Rentacrate Incorporated		PO Box 32194			New York	NY	10087-2194	
Rentfro, Tyler		Address Redacted						
Reorg Research, Inc.		1140 Broadway	Ste 201		New York	NY	10001	
Reporters Central LLC		363 Seventh Ave, 21st Fl			New York	NY	10001	
Republic Title of Texas, Inc.		2701 W. Plano Parkway, Suite 100			Plano	TX	75075	
Reputation Management Consultants		92 Corporate Park	Suite C-700		Irvine	CA	92606	
Rescue Cell Phone		280 Legacy Dr	No 104		Plano	TX	75023	
Rescue Cell Phone		6121 Greenville Ave			Dallas	TX	75206	
Research in Motion Corporation		12432 Collections Center Dr			Chicago	IL	60693	
Resolutions, LLC.		222 Berkeley Street	Suite 1060		Boston	MA	02116	
Resort Capital Advisors		712 Intracoastal Dr			Ft. Lauderdale	FL	33304	
Resource Technologies Corp.		PO Box 3201			Troy	MI	48007-3201	
Restaurant Associates	Attn Jeanine Miller	1071 Fifth Avenue			New York	NY	10128	
Resulte Universal		5151 Belt Line Rd	Suite 455		Dallas	TX	75254	
REUTERS LOAN PRICING CORPORATION		GENERAL POST OFFICE	PO BOX 26803		New York	NY	10087-6803	
Rey Rodriquez		5165 CR 2013			Glen Rose	TX	76649	
Reynolds Frizzell Black Doyle Allen		1100 Louisiana	Ste 3500		Houston	TX	77002	
Reynolds, Steven		Address Redacted						
RFPnetworks B.V.		Laan van Kronenburg 14			Amstelveen		1183AS	NETHERLANDS
Rhinotek Computer Products		PO Box 6205			Carson	CA	90749	
Rhode Island Dept. Business Regulation		Securities Division	1511 Pontiac Ave. Bldg 69, 1st Floor		Cranston	RI	02920	
Rialto Capital Advisors, LLC		790 NW 107th Avenue	Suite 400		Miami	FL	33131	
RICCI, JENNIFER		Address Redacted						
Riccione Resources, Inc		17194 Preston Rd	Suite 102-390		Dallas	TX	75248-1221	
RICE, BRIAN		Address Redacted						
RICE, CHARLES		Address Redacted						
Rice, Christopher		Address Redacted						
Rich Bitterman		6020 N. Beaune Rd			Ludington	MI	49431	
RICH DAPAAH		400 EAST 99th ST	APT 7C		New York	NY	10021	
RICH, MICHAEL		Address Redacted						
RICHARD & SYLVIA TUCKER TRUST		2000 S COLORADO BLVD ST 2-900			Denver	CO	80222-7931	
Richard Arnitz		8602 E. Aster Drive			Scottsdale	AZ	85260	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
RICHARD BARNES TRUST		5837 S WHITEWATER DR			Salt Lake City	UT	84121-1542	
Richard Egelhof		160 E 48th Street	Apt 130		New York	NY	10017	
Richard Even		120 Harvard Rd			Bolton	MA	01740	
Richard Faria		1927 Maryland Blvd			Birmingham	MI	48009	
Richard Harris		540 N. County Line Rd			Hinsdale	IL	60521	
Richard Layton & Finger		One Rodney Square	920 North King Street		Wilmington	DE	19801	
RICHARD LINDENMUTH		10105 OLD WARREN RD			Raleigh	NC	27615	
Richard M. Alderman		1721 Woodhead			Houston	TX	77019	
Richard Pines		1735 York Ave	Apt 10C		New York	NY	10128	
Richard Redden		1000 Johnnie Dodds Blvd Ste 103-348			Mt. Pleasant	SC	29464	
Richard Rinehart		6522 Lupton Dr			Dallas	TX	75225	
RICHARD TUCKER		2000 S COLORADO BLVD STE 2-900			Denver	CO	80222-7931	
Richards Layton & Finger		One Rodney Square	920 North King Street		Wilmington	DE	19801	
Richards Partners		8750 N Central Expy	Suite 100		Dallas	TX	75231-6437	
Richards, Paul		Address Redacted						
Richards, Paul A.		Address Redacted						
Richardson, Kellie		Address Redacted						
Richmond Communicatinos Group, Inc.		2750 Northhaven Rd Ste 202			Dallas	TX	75229	
Richofsky, Lori		Address Redacted						
RICK DREW		4010 MERRELL RD			Dallas	TX	75229	
Ricoh Americas Corporation		PO BOX 13852			Newark	NJ	07188-0852	
Ricoh Americas Corporation		PO Box 4245			Carol Stream	IL	60197-4245	
Ricoh Americas Corporation		PO Box 660342			Dallas	TX	75266-0342	
Ricoh Americas Corporation		PO BOX 730366			Dallas	TX	75373-0366	
Ricoh Americas Corporation		PO BOX 73210			Chicago	IL	60673-7210	
RICOH BUSINESS SOLUTIONS		First Floor	4667 N. Royal Atlanta Dr.		Tucker	GA	30084	
RICOH BUSINESS SOLUTIONS		PO BOX 73210			Chicago	IL	60673-7210	
Ricoh USA, Inc.		21146 Network Place			Chicago	IL	60673-1211	
Ricoh USA, Inc.		PO Box 660342			Dallas	TX	75266-0342	
Ricoh USA, Inc.		PO Box 827577			Philadelphia	PA	19182-7577	
Riddle, Cara		Address Redacted						
Ridgely, Taylor		Address Redacted						
RIDGELY, TAYLOR		Address Redacted						
RIDGELY, TAYLOR		Address Redacted						
RIDGEWAY, BRIAN		Address Redacted						
RINGHEIMER, JEREMY		Address Redacted						
RIORDAN, TERRENCE		Address Redacted						
RIORDAN, TERRENCE C.		Address Redacted						
Rios, Heriberto		Address Redacted						
Ripe4Offices		13-19 Circus Rd	St. Johns Wood		London		NW8 6PB	UK
Ripple Effect Strategies, Inc.		503 E. Jackson St.	Suite 235		Tampa	FL	33602-4904	
RISI		PO BOX 16586			North Hollywood	CA	91615-6586	
Risk Metrics Group		PO Box 2621			Buffalo	NY	14240-2621	
Ritch, Lauren N.		Address Redacted						
Riveron Consulting, LLC		2515 McKinney Avenue	Suite 1200		Dallas	TX	75201	
RL Consulting		19228 Charandy Drive			Leesburg	VA	20175	
RME		PO Box 261237			Tampa	FL	33685-1237	
ROARK, BRANDEN		Address Redacted						
ROB BUCK PHOTOGRAPHS, INC		3411 CLEARVIEW DR			Austin	TX	78703	
ROB PEDERSON		6817 FAIRWAY COURT			Prospect	KY	40059	
Robert A. Leonard		51 Lake Avenue			Mill Neck	NY	11765	
Robert Carey		3920 Excelsior Blvd.	No 219		St. Louis Park	MN	55416	
Robert Flink		309 North Hillandale Dr	Suite 200		East Flat Rock	NC	28726	
ROBERT GAGE		150 THOMPSON ST	No 2B		New York	NY	10012	
ROBERT GEORGE		9307 160TH ST SE			Snohomish	WA	98296	
Robert Half Finance and Accounting		2613 Camino Ramon			San Ramon	CA	94583	
Robert Half Finance and Accounting		PO Box 743295			Los Angeles	CA	90074-3295	
Robert Half Legal		File 73484	PO Box 60000		San Francisco	CA	94160-3484	
Robert Half Legal		PO Box 743295			Los Angeles	CA	90074-3295	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Robert Half Management Resources		PO Box 60000			San Francisco	CA	94160-3484	
Robert Half Management Resources		PO Box 743295			Los Angeles	CA	90074-3295	
Robert Half Technology		FILE 73484	PO Box 60000		San Francisco	CA	94160-3484	
Robert Half Technology		PO Box 743295			Los Angeles	CA	90074-3295	
Robert Hargesheimer		1192 Reichenbach Rd.			Collegeville	PA	19426	
Robert M. Garza & Associates, Inc.		1001 Hot Springs Dr			Allen	TX	75013	
ROBERT MUNROE		180 MONTAGUE	APT 4C		Brooklyn	NY	11201	
Robert Pederson		6817 Fairway View Ct			Prospect	KY	40059	
Robert Peiser		5503 Sugar Hill Dr			Houston	TX	77056	
Robert Roland		5 Salt Box Lane			Darien	CT	06820	
Robert Sullivan		89 Murray Street	Apt 12D		New York	NY	10007	
ROBERT THOMPSON		1836 FITZWATER ST			Philadelphia	PA	19146	
Robert William Chanda		R.R. #1			Simcoe	ON	N3Y 4JP	CANADA
Roberta L. Fisher		104 Willow St			Brooklyn	NY	11201	
Robin Thompson		1800 Forest Trail			Austin	TX	78703	
ROBY, JOHN		Address Redacted						
Rockwell CDO (Delaware) Corp.	c/o Maples Finance Limited	PO Box 1093 GT, Queensgate House	South Church Street	George Town	Grand Cayman		KY1-1108	Cayman Islands
Rockwell CDO I Ltd	c/o Maples Finance Limited	PO Box 1093 GT, Queensgate House	South Church Street	George Town	Grand Cayman		KY1-1108	Cayman Islands
Rockwell CDO II Ltd	c/o Maples Finance Limited	PO Box 1093 GT, Queensgate House	South Church Street	George Town	Grand Cayman		KY1-1108	Cayman Islands
Rockwell CDO, Ltd	c/o Maples Finance Limited	PO Box 1093 GT, Queensgate House	South Church Street	George Town	Grand Cayman		KY1-1108	Cayman Islands
Rod Laughlin		2005 Westbourne Way			Alpharetta	GA	30022	
Rod Lim		324 Patrician Way			Pasadena	CA	91105	
RODDA, SANDIE		Address Redacted						
RODDA, SANDIE K		Address Redacted						
Roderick Givens		5611 South Ryan St.			Seattle	WA	98178	
RODERICK SANCHEZ		5112 CANYONGATE DRIVE			Plano	TX	75093	
Rodolfo Esquivel		2900 West Dallas Street	Apt 124		Houston	TX	77019	
Roe Golightly		5165 CR 2013			Glen Rose	TX	76649	
Roeber, Blair A.		Address Redacted						
ROGER CHEN		5609 BEN TCREEK			Dallas	TX	75252	
ROGER LI		65 EAST 96th STREET			New York	NY	10128	
Romacorp. Inc.	David Short	1700 Alma Drive	Suite 400		Plano	TX	75075	
Ron Attar		25 Claremont Rd			Scarsdale	NY	10583	
Ron DVari		220 Boylston St Apt 1206			Boston	MA	02116	
Ron Patterson Insurance		1202 East Arapaho Rd, Ste 100			Richardson	TX	75081	
Ronald McDonald House of Dallas		5641 Medical Center Dr			Dallas	TX	75235	
ROOS, PAUL		Address Redacted						
Ropes & Gray LLP		800 Boylston Street			Boston	MA	02199	
Ropes & Gray LLP		One International Place			Boston	MA	02110-2624	
Ropes & Gray LLP		PO Box 414265			Boston	MA	02214-4265	
Rosen Systems, Inc.		2323 Langford St.			Dallas	TX	75208	
Rosenthal, Monhait, & Goddess PA		Suite 1401, 919 Market St	PO Box 1070		Wilmington	DE	19899-1070	
Rosewood Crescent Hotel		400 Crescent Court			Dallas	TX	75201	
Rosewood Crescent Hotel	Attn Ms Eva Delgadillo	PO Box 845576			Dallas	TX	75284-5576	
Rosewood Crescent Hotel &		Rosewood Mansion on Turtle Creek	400 Crescent Court		Dallas	TX	75201	
Ross Smith		400, 407-8th Ave SW			Calgary AB T2P 1E5			CANADA
Ross Smith Energy Group		400, 407 - 8th Avenue			CALGARY AB T2P 4Z2			CANADA
Ross Vaillancourt		379 Pleasant Street, Apt 2			Winthrop	MA	02152	
ROSS, JAMES		Address Redacted						
Roth Staffing Companies, LP		PO Box 848761			Los Angeles	CA	90084-8761	
ROTHSTEIN, JASON		Address Redacted						
Rothstein, Kass & Company, P.C.		9171 Wilshire Blvd, Ste 500			Beverly Hills	CA	90210-5591	
Roubini Global Economics, LLC		131 Varick St., Ste 1005			New York	NY	10013	
Roubini Global Economics, LLC		PO Box 10087			Uniondale	NY	11555	
Rough Creek Lodge		PO Box 2400			Glen Rose	TX	76043	
Round Hill Country Club		3169 Roundhill Rd			Alamo	CA	94507	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ROURKE, KEVIN		Address Redacted						
ROWLETT HILL, LLP		25 HIGHLAND PARK VILLAGE	STE 100-448		Dallas	TX	75205	
Rowlett Law PLLC		100 HIGHLAND PARK VILLAGE	STE 200		Dallas	TX	75205	
Rowlett Law PLLC		12655 N Central Expwy Ste 421			Dallas	TX	75243	
ROY SEROUSSI		14 E 37TH ST, APT 3C			New York	NY	10016	
Royal Dispatch Services Inc		43-22 Van Dam Street			Long Island City	NY	11101	
ROYAL PRINTING GROUP, INC.		2035 ROYAL LN	STE 250		Dallas	TX	75229	
RR Donnelley		PO Box 538602			Atlanta	GA	30353-8602	
RR Donnelley		PO Box 932721			Cleveland	OH	44193	
RR Donnelley Financial, Inc.		PO Box 730216			Dallas	TX	75373-0216	
RR Donnelley Financial, Inc.		PO Box 932721			Cleveland	OH	44193	
RR Donnelley Receivables, Inc		PO Box 13654			Newark	NJ	07188-0001	
RSM MCGladrey		5155 Paysphere Circle			Chicago	IL	60674	
RSM US LLP		5155 Paysphere Circle			Chicago	IL	60674	
RTB Media LLC		619 Willow Ave	Suite 3L		Hoboken	NJ	07030	
Rubin and Rudman LLP		50 Rowes Wharf			Boston	MA	02110	
Rudy Mora Brick Masonry		131 Rosegarden Dr.			McKinney	TX	75070	
RUGG, STACEY		Address Redacted						
Rugmakers Gallery, Inc.		4920 Cash Rd.			Dallas	TX	75247-6308	
RUSCH, MARYAM		Address Redacted						
Russ Kathrein		35813 Old Homer Road			Winona	MN	55987	
Russel Reynolds & Associates		Church Street Station	Post Office Box 6427		New York	NY	10249	
Russell Jones & Walker		61 Sandmere Rd	Clapham		London		SW1Y4UR	UK
Russell Reynolds Associates		Church Street Station	PO Box 6427		New York	NY	77100	
Russell W. May		5910 N. Central Expressway	Suite 2000		Dallas	TX	75206	
Russell W. May		9205 Club Glen Dr			Dallas	TX	75243	
RUTLEDGE, ROBERT		Address Redacted						
Ryan Associates Technology LLC		21 Hillandale Dr			New Rochelle	NY	10804	
RYAN HIGHTOWER		5445 CARUTH HAVEN LN	APT 1011		Dallas	TX	75225	
Ryan Law		17855 Dallas Parkway	Suite 300		Dallas	TX	75287	
Ryan Lucero		205 West 91st Street	Apt 1B		New York	NY	10024	
Ryan Moore		6326 Halsey Road			McLean	VA	22101	
Ryan ODowd Photography		3924 County Road 168			McKinney	TX	75071	
RYAN VOTAW		250 VESEY, 29TH FLR			New York	NY	10080	
Ryan, Inc.		Three Galleria Tower	13155 Noel Rd. Suite 100		Dallas	TX	75240	
Ryder, Phillip		Address Redacted						
S&P Global Market Intelligence		33356 Collection Center Drive			Chicago	IL	60693-0333	
S. LeBlanc & Company		942 Shore Crest Rd.			Carlsbad	CA	92011	
Saagar Grover		4315 Greystone Way			Sugar Land	TX	77479	
Sachdev, Kunal		Address Redacted						
Sacred Heart in NYC		1 East 91st ST.			New York	NY	10128	
SACRS	c/o Strategic Local Govt Services, LLC	1415 L Street, Suite 1000			Sacramento	CA	95814	
Sadis & Goldberg	Stephen Huttler	551 Fifth Avenue, 21st Flr			New York	NY	10176	
SAEHLER, CHRISTOPHER J.		Address Redacted						
Sagar Vira		902 W 4th Street	Apt 601		Charlotte	NC	28202	
Sage Document Services Group LLC		2 West 45th Street	Ste 407		New York	NY	10036	
Sage Search Partners		3811 Turtle Creek Blvd	Suite 850		Dallas	TX	75219	
SagePoint Financial, Inc.		74 8th St. SE	Suite 105		Hickory	NC	28602	
SagePoint Financial, Inc.	Attn Supervision-Reimbursement	2800 N Central Ave, Suite 1200			Phoenix	AZ	85004	
SAKUNGEW, PON		Address Redacted						
Sal Villacorta		5165 CR 2013			Glen Rose	TX	76649	
Salesforce.com		PO Box 203141			Dallas	TX	75320-3141	
Salesforce.com		PO Box 5126			Carol Stream	IL	60197-5126	
Salesforce.com		PO BOX 842569			Boston	MA	02284	
Salesmanship Club Chrtbl Golf Dallas Inc		106 E. Tenth St.			Dallas	TX	75203	
Sali Fund Management, LLC	Tom Nieman	6836 Austin Center Blvd.	Suite 320		Austin	TX	78731	
Salus Valuation Group, Inc.		111 West Myrtle Ave	Unit 6		Foley	AL	36535	
Sam Engineering & Testing		1115 Luke St, Suite 100			Irving	TX	75061	
SAM GARCIA		PO BOX 540816			Grand Prairie	TX	75054	
Sam Graham		5165 CR 2013			Glen Rose	TX	76649	
Sams Club		PO Box 9001152			Louisville	KY	40290-1152	
Sanborn, Brian		Address Redacted						
SANBORN, PATRICIA		Address Redacted						

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
SANCHEZ, RODERICK		Address Redacted						
SANDEEP GUPTA		1815 JOHN F KENNEDY BLVD	APT 624		Philadelphia	PA	19103	
SANDEEP GUPTA		4701 Charles Place			Plano	TX	75093	
Sandlapper Securities, LLC		800 E. North St.	Second Floor		Greenville	SC	29601	
Sands Point Funding, Ltd.	c/o Guggenheim Partners	330 Madison Ave, 11th Floor			New York	NY	10017	
SANJEEV MEHTA		42 BRISTOL DR			Manhasset	NY	11030	
Santoyo Moore Wehmeyer P.C.		1020 NE Loop 410, Suite 320			San Antonio	TX	78209	
Sard Verbinnen & Co.		630 Third Ave			New York	NY	10017	
Sard Verbinnen & Co.		General Post Office	PO Box 26781		New York	NY	10087-6781	
Sard Verbinnen, LLC		PO Box 26781			New York	NY	10087-6781	
Satuit Technologies Inc.		100 Grossman Drive	Suite 302		Braintree	MA	02184	
Satuit Technologies Inc.		80 Washington St.	Unit M50		Norwell	MA	02061	
Savvy Training & Consulting		4530 Independence Trail			Evergreen	CO	80439	
Sawko & Burroughs, P.C.		1172 Bent Oaks Drive			Denton	TX	76210	
Saxton Morgan		PO Box 2302			Addison	TX	75001	
Sayles Werbner		1201 Elm Street			Dallas	TX	75270	
SBC		PO Box 660324			Dallas	TX	75266-0324	
SBC Long Distance		PO Box 660688			Dallas	TX	75266-0688	
SBC Southwestern Bell		PO Box 5069			Saginaw	MI	48605-5069	
SC Department of Revenue		Corporation			Columbia	SC	29214-0006	
Scarab Consulting		504 Lavaca, Suite 910			Austin	TX	78701	
Scarab Consulting	AMEGY BANK NATIONAL ASSOCIATION	ASSIGNEE FOR SCARAB ACQUISITION, LLC	DEPT 338, PO BOX 4346		Houston	TX	77210-4346	
Scarab Consulting		Dept 338, PO Box 4346			Houston	TX	77210	
SCF Securities, Inc.		155 E. Shaw Avenue	Suite 102		Fresno	CA	93710	
SCHEMBRI, STEPHEN		Address Redacted						
Schmidt & Stacey Consulting Eng. Inc.		400 City Place	2711 N. Haskell Ave.	Lock Box 29	Dallas	TX	75204	
SCHNABEL, MATTHEW		Address Redacted						
School, Jennifer		Address Redacted						
SCHRAY, NATHAN		Address Redacted						
SCHRECK, DEANNE		Address Redacted						
Schroepfer Wessels Jolesch		8401 North Central Expwy Ste 300			Dallas	TX	75225	
SCHROTH, MELISSA		Address Redacted						
SCHULER, ELLIOT		Address Redacted						
SCHULER, KARISSA		Address Redacted						
SCHULTE, ROTH, & ZABEL LLP		919 Third Avenue			New York	NY	10022	
Schumacher Cargo Logistics, Inc.		550 W. 135th Street			Gardena	CA	90248	
SCI		31/507 Clerknwell Close			London		EC1R 0AT	UK
Scoop Reprint Source		30270 Rancho Viejo Road	Suite E		San Juan Capistrano	CA	92675	
Scott A. Snook		542 Old Rd to 9 Acres Corner			Concord	MA	01742	
SCOTT BASHRUM		13455 NOEL RD	STE 800		Dallas	TX	75240	
SCOTT COOPER		155 W 15th ST	APT 1-I		New York	NY	10011	
Scott Dieckhaus		4320 Potomac Av			Dallas	TX	75205	
Scott Douglass & McConnico LLP		303 Colorado Street, Suite 2400			Austin	TX	78701	
Scott F. Kavanaugh		18101 Van Karman Avenue	Suite 750		Irvine	CA	92612	
Scott F. Kavanaugh		9 Old Ranch Road			Laguna Niguel	CA	92677-9210	
Scott Groff		13455 Noel Rd Suite 800			Dallas	TX	75240	
Scott Harris		1020 Piedmont Ave NE	Apt 1100		Atlanta	GA	30309	
Scott Hoermann		2333 Feather Sound Drive	No B603		Clearwater	FL	33762	
Scott K Meyer		24 Sheepville Dr			Gladstone	NJ	07934	
SCOTT KOHNEN		5534 SUNLIGHT DR	APT 106		DURHAM	NC	27707	
Scott McCurry		1215 Sir Malory Lane			Lewisville	TX	75056	
SCOTT NELSON		5216 SKYLINE DR			Ogden	UT	84403-4692	
Scott Niebling Valuation Group		3930 East Ray Rd	Suite 180		Phoenix	AZ	85044	
SCOTT ROSENTHAL		655 E ROYAL LANE			Irving	TX	75039	
SCOTT SCHEIN		482 S CORONA ST			Denver	CO	80209	
Scott Shpilberg		301 East 47th Street	Apt 15G		New York	NY	10017	
SCOTT TANDBERG		46 CENTER GROVE RD H-37			Randolph	NJ	07869	
Scott Waggoner		88 Villa Street			Waltham	MA	02453-1544	
SCOTT WILSON		13455 NOEL RD			Dallas	TX	75240	
Scura Paley Securities LLC		489 5th Ave, 15th Flr			New York	NY	10017	
SE Multifamily Holdings, LLC		300 Crescent Court	Suite 700		Dallas	TX	75201	
Sea Island Company	c/o Group Billing, Acctg Dept	100 Cloister Drive			Sea Island	GA	31561	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
SEAL Legacy Foundation		1401 McKinney	Ste 2222		Houston	TX	77010	
SEAMAN, CRISTINA		Address Redacted						
SeamlessWeb Professional Solutions, Inc.		PO Box 5439			New York	NY	10087-5439	
SeamlessWeb Professional Solutions, Inc.		PO Box 71649			Chicago	IL	60694-1649	
Sean Neumayer Photography		4321 S. Coolidge Ave			Tampa	FL	33611	
Search Finance		14001 Dallas Pkwy	Ste 1200		Dallas	TX	75240	
Seaver, Jeffrey		Address Redacted						
SEC Headquarters	Mail Stop 7010 / 2017 Annual Report	100 F Street, NE	Mail Stop 7010		WASHINGTON	DC	20549-2000	
Secretary of State		1500 11th St	IRC Unit, 3rd FL		Sacremento	CA	95814	
Secretary of State		801 Capitol Way South	PO Box 40234		Olympia	WA	98504-0234	
Secretary of State	Division of Corporations	Franchise Tax	P.O. Box 7040		Dover	DE	19903	
Secretary of State		PO BOX 12887			Austin	TX	78711	
Secretary of State		PO Box 13550			Austin	TX	78711-3550	
Secretary of State		PO Box 13697			Austin	TX	78711-3697	
Secretary of State of Illinois		Illinois Securities Department	421 E. Capital Ave., 2nd Fl.		Springfield	IL	62701	
SECRETARY OF STATE OF TEXAS	ACCOUNTS RECEIVABLE	PO BOX 12887			Austin	TX	78711-2887	
Secretary of the Commonwealth		Securities Division	One Ashburton Place, Rm 1701		Boston	MA	02108	
Secretary of Treasury		15th & Pennsylvania Avenue, N.W.			Washington	DC	20220	
Secretary of Treasury		P.O. Box 7040			Dover	DE	19903	
Secure Concepts LLC		128 East BRdway #501			New York	NY	10002	
Secure Options, Inc.		2156 W Northwest Hwy Ste 300			Dallas	TX	75220	
Secure Options, Inc.		5420 Bryan Street			Dallas	TX	75206	
Secure Source Inc.		710 South Kimball Ave			Southlake	TX	76092	
Secured Access Systems, LLC		1913 Walden Court			Flower Mound	TX	75022	
Securities & Exchange Commission	Division of Trading & Markets	100 F Street, NE	Mail Stop 7010		WASHINGTON	DC	20549-2000	
Securities & Exchange Commission	Michael A. Berman, Esq.	Office of General Counsel-Bankruptcy	100 F Street, N.E.		Washington	DC	20549	
Securities & Exchange Commission		100 F St NE			Washington	DC	20549	
Securities & Exchange Commission	G Jeffrey Boujoukos Regional Director	1617 JFK Boulevard Ste 520			Philadelphia	PA	19103	
Securities & Exchange Commission NY	Marc Berger Regional Director	200 Vesey St Ste 400	Brookfield Place		New York	NY	10281-1022	
Securities America	Attn Accounting Dept	12325 Port Grace Blvd.			La Vista	NE	68128	
Securities America, Inc. Cooper McManus		9870 Research Drive			Irvine	CA	92618-3302	
Securities Commissioner State of ND		State Capitol	600 East Boulevard Avenue, 5th Floor		Bismarck	ND	58505-0510	
Securities Division, AZ Corp. Comm		Securities Division	1300 W Washington St #3		Phoenix	AZ	85007	
Securities Investor Protection Corp		PO Box 92185			Washington	DC	20090-2185	
Securities Service Network		115 Glastonbury Blvd			Glastonbury	CT	06033	
See Food Media LLC		496 Lagurdai Place # 4C			New York	NY	10012	
SEI Investments Distribution Co.	Attn Chris Rowan-SIDCO Acctng	One Freedom Valley Dr			Oaks	PA	19456	
SEIDEN KRIEGER ASSOCIATES, INC		375 PARK AVE			New York	NY	10152	
Selah Photography		5421 Shiver Road			Keller	TX	76244	
Selman, Matthew		Address Redacted						
SERENI, ALEXIS J.		Address Redacted						
SERVCORP		6 BATTERY ROAD	RAFFLES PLACE		Singapore		049909	SINGAPORE
SERVCORP		Level 19	Two International Finance Center	8 Finance Street	CENTRAL HONG KONG			HONG KONG
Service Systems Associates	Attn Robin Scichili	650 S RL Thornton Frwy			Dallas	TX	75203	
SET, AUGUSTUS		Address Redacted						
Setfords Solicitors		14 Haydon Place			Guilford		GU1 4LL	UK
Seth Weinstein		304 East 20th Street, Apt. PH-D			New York	NY	10003	
Seton Hall University	Attn Bryan Felt	400 South Orange Ave			South Orange	NJ	07079	
Severson, Keith		Address Redacted						
SEVILLA, JEAN-PAUL		Address Redacted						
Seward & Kissel		One Battery Park Plaza			New York	NY	10004	
Seyfarth Shaw LLP		131 S. Dearborn Street, Suite 2400			Chicago	IL	60603	
ShadowTV, Inc.		630 9th Ave	Suite 1000		New York	NY	10036	
Shag Carpet Productions, Inc.		502 South 2nd Avenue			Dallas	TX	75226	
SHAH, AMOL		Address Redacted						
SHAHDA, CHRIS		Address Redacted						
SHAHDA, CHRISTOPHER		Address Redacted						
Shahzad Pirvani		2 Louisburg Sq. #5			Boston	MA	02108	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Shakelford Melton & McKinley		3333 Lee Pkwy	10 th fl		Dallas	TX	10019-6099	
Shane Tipton		5165 CR 2013			Glen Rose	TX	76649	
Shannon OConnor		6306 Aberdeen Ave.			Dallas	TX	75230	
SharePoint Solutions	Attn Accounts Receivable	PO Box 1588			Brentwood	TN	37024-1588	
SHARON EASLEY		5000 LEGACY DR	STE 400		Plano	TX	75024	
SHARON SHUSTER		3839 MCKINNEY AVE			Dallas	TX	75204	
SHARRY, GREGORY		Address Redacted						
Shasta Land Management Consultants		1229 South Street			Redding	CA	96001	
SHAWN GROVES		10811 CAMELIA DR			Dallas	TX	75230	
SHAWN LEDERMAN		2808 MCKINNEY AVE	APT 355		Dallas	TX	75204	
Shawn Raver		2620 White Rock Rd.			Dallas	TX	75214	
Shayla Kelly		5165 CR 2013			Glen Rose	TX	76649	
Shea & Carlyon Ltd		701 Bridger Ave #850			LasVegas	NV	89101	
Shearman & Sterling LLP		5990 Lexington Ave			New York	NY	10022-6069	
SHELBY NOBLE		13455 NOEL RD			Dallas	TX	75240	
Shelley Shackelford & Co.		5807 SANDHURST LN SUITE D			Dallas	TX	75206	
SHELLY RASTOGI		718 BYRNE HALL	DARTMOUTH COLLEGE		Hanover	NH	03755	
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		333 S. Hope Street	48th Floor		Los Angeles	CA	90071	
SHIFFERD, CHARLES		Address Redacted						
Shoot2Sell		14681 Midway Rd	Ste 105		Addison	TX	75001	
SHPILBERG, SCOTT		Address Redacted						
Shred-it USA		11101 Franklin Avenue	Suite 100		Franklin Park	IL	60131-1403	
Shred-it USA		28883 Network Place			Chicago	IL	60673-1288	
Shred-it USA		PO Box 101007			Pasadena	CA	91189-1007	
Shred-it USA		PO Box 730504			Dallas	TX	75373-0504	
SHUMWAY, CLAY		Address Redacted						
SHUSTER, SHARON		Address Redacted						
Siber Systems, Inc		11781 Lee Jackson Memorial Hwy	Suite 380		Fairfax	VA	22033	
Siddharth Mehra		240 Prospect Ave, Apt 384			Hackensack	NJ	07601	
SIDLEY AUSTIN LLP		PO BOX 0642			Chicago	IL	60690	
SIEGEL, HAROLD		Address Redacted						
Siepe Services, LLC		5440 Harvest Hill Road	Suite 100		Dallas	TX	75230	
Siepe, LLC		2200 Ross Avenue	Suite 4700E		Dallas	TX	75201	
Siepe, LLC		6135 Churchill Way			Dallas	TX	75230	
SIEVERT, AMY		Address Redacted						
Sigma Financial Corp	Attn Jackie Pascarella	1717 N. IH 35, Ste 150			Round Rock	TX	78664	
Sigma Financial Corporation		300 Parkland Plaza			Ann Arbor	MI	48103	
Signator Investors, Inc.		197 Clarendon Street, C-8			Boston	MA	02116	
Signature Productions, Ltd.		5331 85th St.			Lubbock	TX	79424	
Sills Cummis & Gross		The Legal Center	One Riverfront Plaza		Newark	NJ	07102-5400	
Silva, Alison		Address Redacted						
Silver Scriptor LLC		PO Box 61064			Seattle	WA	98141	
Silver Scriptor LLC		PO Box 9012			Austin	TX	78766	
Silverman Communications Group		11 Carol Ct.			Glen Rock	NJ	07452	
SIMEK, DAVID		Address Redacted						
SIMMONS, DAVID		Address Redacted						
Simon, Scott		Address Redacted						
Simpson Appraisal, Inc		6009 Belt Line Rd., Suite 145			Dallas	TX	75254	
SIMPSON THACHER & BARTLETT LLP		425 LEXINGTON AVE			New York	NY	10017-3954	
SIMPSON THACHER & BARTLETT LLP		PO Box 29008			New York	NY	10087-9008	
Sims, Austin		Address Redacted						
SINGH, TANIA		Address Redacted						
SISK, JESSICA		Address Redacted						
Sitrick and Company Inc.		11999 Vincente Blvd	Penthouse		Los Angeles	CA	90049	
Sitrick and Company Inc.		1840 Century Park East Ste 800			Los Angeles	CA	90067	
SK Research, LLC		10320 Little Patuxent Parkway	12th Floor		Columbia	MD	21044	
Skadden, Arps, Slate, Meagher & Flom LLP		Four Times Square			New York	NY	10036	
Skadden, Arps, Slate, Meagher & Flom LLP		PO Box 1764			White Plains	NY	10602	
SKC COMMUNICATION PRODUCTS, LLC		P.O. BOX 874843			Kansas City	MO	64187-4843	
Skybridge Alternatives Conference	Attn Jeanie Reyes	527 Madison Ave, 16th Flr			New York	NY	10022	
SkyBridge SALT LLC	Attn Jeanie Reyes	527 Madison Ave, 16th Floor			New York	NY	10022	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Skyline DFW Exhibits & Events		900 Avenue S			Grand Prairie	TX	75050	
Skyline Sector 5		525 113th Street			Arlington	TX	76011	
Slant Partners		3838 Oak Lawn Avenue	Suite 1550		Dallas	TX	75219	
Slayton International		One North Franklin Ste 2500			Chicago	IL	60606	
SlideGenius, Inc.		1660 Hotel Circle North Suite 475			San Diego	CA	92108	
SloMo Lounge		4901 Harbor Court			Flower Mound	TX	75022	
Smallwood, Allan		Address Redacted						
Smarsh		921 SW Washington St	Suite 540		Portland	OR	97205	
Smarsh		PO Box 505265			Saint Louis	MO	63150-5265	
Smith Katzenstein Jenkins LLP		800 Delaware Avenue, Ste. 1000	P.O. Box 410		Washington	DE	19899	
SMITH, DAVID		Address Redacted						
Smith, Felicia		Address Redacted						
Smith, Ian		Address Redacted						
Smith, Jackson, Boyer & Bovard		9400 NCX, Ste 420 9400 N Central Expwy			Dallas	TX	75231-5063	
SMITH, SEAN		Address Redacted						
Smith, Theodore		Address Redacted						
SMS		WELLS FARGO BANK-IN CARE OF SMS	6480 ARGO ST		Dallas	TX	75214	
SMU Cox School of Business		Pitts Leadership Award	PO Box 750333		Dallas	TX	75275-0333	
Snapptraffic Consulting		9 Cherry Pl.			Huntington	NY	11743	
Snell & Wilmer LLP		One Arizona Center	400 E. Van Buren, Suite 1900		Phoenix	AZ	85004-2202	
SNI Companies		14241 Dallas Parkway	Suite 550		Dallas	TX	75254	
SNL Financial		PO BOX 414624			Boston	MA	02241-4624	
SNR Denton US LLP		233 S. Wacker Dr	Suite 7800		Chicago	IL	60606	
Snyder Kearney, LLC		10320 Little Patuxent Pkwy Suite 1200			Columbia	MD	21044	
Snyder, Evan		Address Redacted						
Social Matters		PO Box 800357			Dallas	TX	75380-0357	
SOCIETY FOR HUMAN RESOURCE MANAGEMENT		PO BOX 79482			Baltimore	MD	21279-0482	
Society of St. Vincent de Paul,	Diocesan Council of Dallas	10500 Steppington Drive, Suite 251			Dallas	TX	75230	
Software Shelf International, Inc		601 Cleveland Street, Suite 710			Clearwater	FL	33755	
Software Shelf International, Inc		PO Box 7343			Menlo Park	CA	94026	
SoftwareONE, Inc.		20875 Crossroads Cir.	Suite 1		Waukesha	WI	53186	
SoftwareONE, Inc.		PO Box 510944	15700 W. Cleveland Ave		New Berlin	WI	53151-0944	
Sohn Conference Foundation	c/o Garwood Events	225 106 Street, Ste 15M			New York	NY	10025	
SolarWinds, Inc		PO Box 730720			Dallas	TX	75373	
Solid Details LLC		2121 Santa Anna Ave.			Dallas	TX	75228	
Solomon R. Guggenheim Foundation		345 Hudson Street	12th Floor		New York	NY	10014	
SOLOW BUILDING COMPANY II, LLC		PO BOX 27112			New York	NY	10087-7112	
SOLOW BUILDING COMPANY II, LLC		PO Box 823812			Philadelphia	PA	19182-3812	
SOMMER FRAZIER		1154 TOWN AND COUNTRY COMMONS DR			Town and Country	MO	63017	
Sonny Bryans Smokehouse		12720 Hillcrest Rd. Suite 910			Dallas	TX	75230	
Sonny Bryans Smokehouse		2625 Seelcco St			Dallas	TX	75235	
Sony Pictures Studio Group	A Sony Pictures Entertainment Company	File #54715			Los Angeles	CA	90074-4715	
Soto, Hailey		Address Redacted						
Source Code North America, Inc		Dept CH 16510			Palatine	IL	60055-6510	
Source, Inc.		PO Box 202414			Dallas	TX	75320	
SourceMedia		PO Box 4634			Chicago	IL	60680-9598	
SourceMedia		PO Box 4871			Chicago	IL	60680	
SourceMedia		PO Box 71633			Chicago	IL	60694-1633	
South Dakota Division of Securities		124 S. Euclid, Ste. 104			Pierre	SD	57501	
Southern Conference Teacher Retirement		PO Box 642			Sturbridge	MA	01566	
Southern Methodist University	Attn Erin Sutton	PO Box 750460			Dallas	TX	75275-0460	
Southfork CLO, Ltd.	The Directors	PO Box 1093 GT	Queensgate House, South Church Street	George Town	Grand Cayman			Cayman Islands
Southland Property Tax Consultants, Inc		421 W. 3rd Street	Ste 920		Fort Worth	TX	76102	
Southland Property Tax Consultants, Inc		777 Main Street	Suite 1960		Fort Worth	TX	76102-5323	
Southwest Ford Inc.		PO Box 234			Weatherford	TX	76086	
Southwest Glass, Inc.		2333 Glenda Lane			Dallas	TX	75229	
Southwest Reporting & Video Service		826 Heights Blvd.			Houston	TX	77007	
Southwest Search		PO Box 710596			Dallas	TX	75371-0596	
Southwest Securities, Inc.	Attn Holly Peritz	1201 Elm St, Ste 3500			Dallas	TX	75270	
Southwestern Medical Foundation		Parkland Hall at Old Parkland	3889 Maple Ave, Ste 100		Dallas	TX	75219	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Sove Lavi		Kimberly Simeus	1212 Wyndham Hill Lane		Southlake	TX	76092	
SOWIN, JOSEPH		Address Redacted						
SOWIN, JOSEPH		Address Redacted						
Spears & Associates		8908 S. Yale	Suite 440		Tulsa	OK	74137	
Special Delivery Service, Inc.		5470 L.B.J. Freeway			Dallas	TX	75240	
Special Fund For Disability Benefits	Accounts-DB Penalty	328 State Street			Schenectady	NY	12305-2318	
Special Fund For Disability Benefits	Accounts-DB Penalty Room	301 20 Park St			Albany	NY	12207-1674	
Specialized Schedulers, Inc.		22334 SW 107th Ave			Tualatin	OR	97062	
SPECTOR, ANASTASIYA		Address Redacted						
SPECTRUM GAMING GROUP LLC		2 DONOVAN ROAD			Pennington	NJ	08534	
SPEICHER, NATHAN		Address Redacted						
Spence, Austin		Address Redacted						
Spherion		PO Box 100186			Atlanta	GA	30384-0186	
Spinner Printing Company		3335 Keller Springs #100			Carrollton	TX	75006	
Spin-Off Advisors, LLC		1327 W. Washington Blvd	Ste 4-G		Chicago	IL	60607	
Spoke LLC		3304 9th St. NE #1			Washington	DC	20017	
Spot Cooling Systems		1420 Century Dr Ste 800			Carrollton	TX	75006	
Spotlight Marketing Communications		18101 Von Karman Ave.	Third Floor		Irvine	CA	92612	
Sprint		PO Box 660092			Dallas	TX	75266-0092	
Square, Inc		1455 Market St.	Suite 600		San Francisco	CA	94103	
Squire Patton Boggs (US) LLP		PO Box 643051			Cincinnati	OH	45264	
ST JUDE CHILDRENs RESEARCH HOSPITAL		4324 N BELTLINE RD	STE C-206		Irving	TX	75038	
ST JUDE CHILDRENs RESEARCH HOSPITAL		501 St. Jude Place			Memphis	TN	38105	
St. Louis Cardinals		700 Clark St	Group Ticket Dept.		Saint Louis	MO	63102	
STA SVDP		6306 Kenwood Ave			Dallas	TX	75214	
STACEY FEHLIG		3023 PACK SADDLE WAY			Frisco	TX	75034	
Stacey Morimoto		4901 Morena Blvd. #121			San Diego	CA	92117	
STACEY RUGG		4050 FRANKFORD ROAD, #202			Dallas	TX	75287	
Staffelbach, Inc.		2525 McKinnon, Suite 800			Dallas	TX	75201	
STAGGS, JOE		Address Redacted						
Staltari, Mauro		Address Redacted						
Stan Lata		1025 Douglas Avenue			Elgin	IL	60120	
Standard & Poors		2542 Collection Center Dr			Chicago	IL	60693-0023	
Standard & Poors	Capital IQ	2542 Collection Center Dr			Chicago	IL	60693	
Standard & Poors/Capital IQ		33356 Collection Center Drive			Chicago	IL	60693-0333	
Standard and Poors LLC		2542 Collection Center Dr			Chicago	IL	60693	
Standard Ins. Co. RAS Executive Benefits	Attn Glenda Wright-P4B	1100 SW 6th Ave			Portland	OR	97204	
Standard Ins. Co. RAS Executive Benefits		INDIVIDUAL CLIENT SERVICES	PO BOX 711		Portland	OR	97207-0711	
Standard Ins. Co. RAS Executive Benefits		PO BOX 5674			Portland	OR	97228-5674	
Standard Insurance Company		1100 SW 6th Ave			Portland	OR	97204	
Standard Insurance Company		PO Box 2707			Portland	OR	97208-3358	
Standard Insurance Company		PO BOX 3358			Portland	OR	97208-3358	
Standard Research Corporation		4430 Tyne Blvd			Nashville	TN	37215	
STANLEY ACCESS TECH LLC		PO BOX 0371595			Pittsburgh	PA	15251-7595	
Stanton Advisors LLC		300 Coles Street	Apt. 802		Jersey City	NJ	07310	
Stanton Law Firm PC		4350 Beltway Drive			Addison	TX	75001	
Staples Credit Plan		Dept. 22 - 0008144217 PO Box 9020			Des Moines	IA	50368-9020	
Star Displays		16914 FM 2920			Tomball	TX	77377	
Star Pro Staffing		5801 Gallant Fox Lane			Plano	TX	75093	
State Auditor		1900 Kanawha Boulevard East	Building 1, Room W-100		Charleston	WV	25305	
State Bar of Texas		PO Box 12487			Austin	TX	78711-2487	
State Bar of Texas		PO BOX 13007	MCLE DEPT		Austin	TX	78711-3007	
State Bar of Texas		PO Box 149335			Austin	TX	78714-9335	
STATE BAR OF TEXAS		PO Box 5075			Saginaw	MI	48605-5075	
State Comptroller		111 E 17th St			Austin	TX	78774-0001	
State Comptroller		Comptroller of Public Accounts	111 E 17th St		Austin	TX	78774-0100	
State Fair of TX Youth Livestock Auction		PO Box 150009			Dallas	TX	75315	
State Insurance Fund		PO Box 4779			Syracuse	NY	13221-4779	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
State Insurance Fund		PO Box 5261	Disability Benefits		Binghamton	NY	13902-5261	
State of Alaska		Securities Section, Division of Banking	333 W. Willoughby Ave., Ste. 9		Juneau	AK	99801	
STATE OF ARKANSAS	DEPT OF FINANCE & ADMINISTRATION	PO BOX 919	CORPORATION INCOME TAX SECTION		Little Rock	AR	72203-0919	
STATE OF CALIFONIA, FRANCHISE TAX BOARD		PO BOX 942867			Sacremento	CA	94267-0011	
State of Delaware	Division of Corporations	PO Box 5509			Binghamton	NY	13902-5509	
STATE OF MARYLAND	Dept of Assessments & Taxation	Personal Property Division	PO Box 17052		Baltimore	MD	21297-1052	
STATE OF MICHIGAN	COMPOSITE RETURN	PO BOX 30058	MICHIGAN DEPT OF TREASURY		Lansing	MI	48909	
STATE OF MICHIGAN	Corp, Securities & Comm Licensing Bureau	525 W. Allegan Street	Audit & Exam Division		Lansing	MI	48909	
STATE OF MICHIGAN	MICHIGAN DEPARTMENT OF TREASURY	DEPT 77375	PO BOX 77000		Detroit	MI	48277-0375	
STATE OF MICHIGAN		PO Box 30774			Lansing	MI	48909-8274	
State of New Hampshire		New Hampshire Dept. of State	107 N. Main Street, Rm 204, State House		Concord	NH	03301-4951	
STATE OF NEW JERSEY	DEPT OF LABOR AND WORKFORCE	PO BOX 929	DIV OF REVENUE PROCESSING		Trenton	NJ	08646-0929	
STATE OF NEW JERSEY		New Jersey Dept of Law & Public Safety	153 Halsey Street, 6th Floor		Newark	NJ	07102	
STATE OF NEW JERSEY		REVENUE PROCESSING CENTER	PO BOX 642		Trenton	NJ	08646-0642	
State of New Jersey-CBT	Division of Tax Revenue Proc Center	PO Box 66			Trenton	NJ	08646-0666	
State of Oregon	Div of Finance & Corporate Securities	350 Winter St NE, Rm 410	Labor & Industries Bldg		Salem	OR	97301	
State Securities Commissioner of Alabama		Registration Division	401 Adams Avenue, Suite 280		Montgomery	AL	36104	
State Street Bank and Trust Company	CDO Services Group	200 Clarendon Street	Mail Code EUC-108		Boston	MA	02116	
State Street Bank and Trust Company		PO Box 5607			Boston	MA	02206-5607	
State Street Corporation		PO Box 5013			Boston	MA	02206-5013	
State Street Corporation		PO Box 5607			Boston	MA	02206-5607	
State Street Global Exchange	State Street Bank and Trust Company	Elkins McSherry LLC	One Lincoln Street		Boston	MA	02111	
State Street Global Markets, LLC		One Lincoln Street			Boston	MA	02111	
Status Labs.com		151 South 1st	Suite 100		Austin	TX	78704	
Stax Media, Inc.		4630 Soquel Drive	Suite 5		Soquel	CA	95073	
Stefan Peller		PO Box 2016			Zurich		CH-8027	SWITZERLAND
Stellar Adventures		PO Box 8329			Scottsdale	AZ	85252	
Stenstrom-Schneider, INC		15441 Knoll Trail, Suite 120			Dallas	TX	75248	
Stephanie Catalano		32 Parchment Drive			New Jersey	PA	18938	
STEPHANIE FITCH		5745 GREEN HOLLOW LN			The Colony	TX	75056	
Stephen Baker		Dallas			Dallas	TX	75201	
STEPHEN LORENZ		145 RIVERSIDE AVE			Riverside	CT	06878	
Stephen M. Fremgen		3722 Wingate Drive			Carrollton	TX	75007-2823	
Steptoe & Johnson LLP		1330 Connecticut Ave, N.W.			Washington	DC	20036-1795	
STERLING VALUATION GROUP, INC		590 MADISON AVE	5TH FLR		New York	NY	10022	
STEVE LEACH		DALLAS	300 Bluffview Court		Forney	TX	75126	
Steve Mackay		445 E 86th St	Apt 4B		New York	NY	10028	
STEVE ZIMMERMAN		4177 BRECKENRIDGE DR			W Bloomfield	MI	48322	
Steven Delarosa		340 Sequoia Dr			Pasadena	CA	91105	
STEVEN GART		444 WASHINGTON BLVD, APT 1112			Jersey City	NJ	07310	
Steven J White MD		PO Box 650772			Dallas	TX	75265-0772	
Steven J. Kaplan, P.C.		5910 Stoneshire Ct			Dallas	TX	75252	
Steven Johnson		6000 Reims Rd, 3603			Houston	TX	77036	
STEVEN SUN		7759 ALDERWOOD AVE			Corona	CA	92880	
Stevens, Kellie		Address Redacted						
Stewart F. House Photography		2600 Bunker Hill Cr			Plano	TX	75075	
Stewart, Phoebe		Address Redacted						
Stewart, Phoebe L.		Address Redacted						
STEWART, STEVEN a.		Address Redacted						
STF Services Corporation		PO Box 3251			Syracuse	NY	13220-3251	
STIKEMAN ELLIOT		5300 Commerce Court West	199 Bay Street West		Toronto	ON	M5L 1B9	CANADA
Stillman & Friedman, P.C.		425 Park Avenue	26th Floor		New York	NY	10022	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Stinson Leonard Street LLP		PO Box 843052			Kansas City	MO	64184-3052	
STINSON MORRISON HECKER LLP		PO Box 219492			Kansas City	MO	64121	
Stone, David		Address Redacted						
Stone, Kenneth		Address Redacted						
Stonecypher, Abbie		Address Redacted						
STOOPS, CLIFFORD		Address Redacted						
Stout Management Company		10151 Park Run Drive			Las Vegas	NV	89145	
Stradley Ronon Stevens & Young, LLP		2005 Market Street	Suite 2600		Philadelphia	PA	19103-7018	
Strand Advisors, Inc.		300 Crescent Court	Suite 700		Dallas	TX	75201	
Strasburger & Price, L.L.P.		PO Box 50100			Dallas	TX	75250-9989	
Strategas Research Partners LLC	Attn Eileen Gabay	52 Vanderbilt Avenue	8th Floor		New York	NY	10017	
Strategas Securities LLC		52 Vanderbilt Ave	8th Fl		New York	NY	10017	
STRATEGIC ALLIANCE GROUP, LLC		500 W CYPRESS CREEK RD	STE 420		Ft. Lauderdale	FL	33309	
Strategic Financial Solutions		2650 Thousand Oaks Blvd	Suite 1340		Memphis	TN	38118	
Strategic Growth, Inc		5004 Crestway Drive			Austin	TX	78731	
STRATEGIC WORKFORCE SOLUTIONS		PO BOX 32960			Hartford	CT	32960	
Stratford CLO, Ltd.	c/o Maples Finance Limited	PO Box 1093 GT, Queensgate House	South Church Street	George Town	Grand Cayman		KY1-1108	Cayman Islands
Stratos Legal Services, LP		4295 San Felipe	Ste 125		Houston	TX	77027	
Stratus Energy Group	Attn P. Hudson	1206 San Antonio Street			Austin	TX	78701	
Strohl Systems Group		631 Park Ave			King of Prussia	PA	19406	
STRONCZEK, JILLIAN N.		Address Redacted						
Strong Pipkin Bissell & Ledyard, L.L.P.		1400 San Jacinto Building, 595 Orleans			Beaumont	TX	77701-3255	
Stroock & Stroock & Lavan LLP		180 Maiden Lane			New York	NY	10038	
Structure Tone Southwest, Inc.		3333 Welborn St, Ste 200			Dallas	TX	75219	
Structured Credit Investor		507 Clerkwell Workshops	27/31 Clerkenwell Close		Farringdon		EC1R 0AR	UK
Studio Movie Grill		5405 Beltline Rd			Dallas	TX	75248	
STUECHELI, GREGORY		Address Redacted						
Stuhlsatz, Amy		Address Redacted						
Stutman Treister & Glatt PC		1901 Avenue of the Stars	12th Floor		Los Angeles	CA	90067-6013	
Styx International, Ltd.		875 Third Avenue	10th Floor		New York	NY	10022	
Styx Partners, LP		875 Third Avenue	10th Floor		New York	NY	10022	
Success CE		2 Corporate Plaza Drive	Suite 100		Newport Beach	CA	92660	
Succession Resource Group		PO Box 1573			Tualatin	OR	97062	
Sui Hock Goy		Ni Advisors, Inc.	1138 Cadillac Ct.		Nilpitas	CA	95035	
Suicide and Crisis Center of North Texas		10625 Northboro			Dallas	TX	75230	
SULLIVAN, JOURDAN		Address Redacted						
Summit Brokerage Services, Inc.		500 S. Federal Highway	Suite 500		Boca Raton	FL	33432	
Summit Brokerage Services, Inc.	Attn Compliance/Payroll	595 South Federal Highway	Ste 500		Boca Raton	FL	33432	
Summit Management Limited		23 Lime Tree Bay Avenue, Suite #4-210	Govenors Square				KY1-1209	GRAND CAYMAN
Sun Life Assurance Company of Canada		PO Box 7247-7184			Philadelphia	PA	19170-7184	
Sunbelt Securities, Inc.		2700 Post Aok Blvd, Suite 1700			Houston	TX	77056	
Sundance Painting		3702 N Buckner Blvd			Dallas	TX	75228-5612	
SUNDAR RAMAMURTHY		4525 WHITE ROCK LANE			Plano	TX	75024	
SunDiego Charter Company		522 W 8th Street			National City	CA	91950	
SUNEET AGARWAL		444 WASHINGTON BLVD			Jersey City	NJ	07310	
SunGard		Bank of America Lockbox Services	15138 Collections Center Dr		Chicago	IL	60693	
Sungard Availability Services		91233 Collection Center Drive			Chicago	IL	60693	
Sungard Protegent	Automated Securities Clearance LLC	15138 Collections Center Dr			Chicago	IL	60693	
Sunil Devarakonda		111 East 125th Street, Apt 3 E			New York	NY	10035	
Superior Search & Staffing		5001 Spring Valley Rd Ste 1000 W			Dallas	TX	75244	
Supermarket News		PO Box 15548			North Hollywood	CA	91615-5548	
SURGENT, THOMAS		Address Redacted						
Susan Burton Consulting, LLC		4127 Towne Green Circle			Addison	TX	75001	
Susan Leahy		748 Kirkwood Dr			Dallas	TX	75218	
SUSMAN GODFREY LLP		1000 Louisiana	Ste. 5100		Houston	TX	77002	
Sutherland Asbill & Brennan LLP		700 Sixth Street NW	Suite 700		Washington	DC	20001	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Sutherland Asbill & Brennan LLP		999 Peachtree Street NE			Atlanta	GA	30309-3996	
Suzanne Lawrence		130 Beechwood Rd			Summit	NJ	07901	
Swadley, Emily		Address Redacted						
SWADLEY, RICK		Address Redacted						
Swank Audio Visuals		400 Crescent Court			Dallas	TX	75201	
Sweeney, Katelyn		Address Redacted						
SWIXMED		Zurichbergstrasse 20			Zurich		08032	SWITZERLAND
Sybari Software, Inc.		353 Larkfield Rd			East Northport	NY	11731	
Synnex Corporation		5845 Collections Center Dr			Chicago	IL	60693	
Sysco Food Services		PO Box 560700			Lewisville	TX	75056-0700	
System Electric		1278 Montalvo Way			Palm Springs	CA	92262	
T.H. Quest, Inc.		5001 Spring Valley Rd.	Ste 400-E		Dallas	TX	75244	
T4 Capital Talent, LLC		272 E. Deerpath Rd	Suite 236		Lake Forest	IL	60045	
TACA The Arts Community Alliance	Attn Julie Bice	One Arts Plaza	1722 Routh Street, #115		Dallas	TX	75201	
TAK-CHEUNG DAVIDSON WAN		5050 S LAKE SHORE DR, APT #1509			Chicago	IL	60615	
Talkingbox DMG, LLC		284 Sport Hill Road			Easton	CT	06612	
TAMALE SOFTWARE, INC		320 CONGRESS ST			Boston	MA	02210	
TAMRA APPLEGATE		13455 NOEL RD			Dallas	TX	75240	
TANDBERG, SCOTT		Address Redacted						
TANIA SINGH		1200 GRAND ST	APT 425		Hoboken	NJ	07030	
Tanner Morgan		5165 CR 2013			Glen Rose	TX	76649	
Tara Allen		5148 Willis Ave #2331			Dallas	TX	75206	
TARAs LIMO & AIRPORT SERVICE		PO BOX 795581			Dallas	TX	75379-5581	
TARSHA, DANIEL		Address Redacted						
TARSHA, DANIEL S.		Address Redacted						
TARUN K BHATT		409 HEIGHTS DR			Haledon	NJ	07508	
Tax & Accounting-R&G		PO BOX 71687			Chicago	IL	60694-7687	
TAX EXECUTIVES INSTITUTE, INC		PO BOX 9407			Uniondale	NY	11555-9407	
Taylor, Brian		Address Redacted						
TAYLOR, GREGORY		Address Redacted						
TCS Central Region GP LLC	Attn Kelly Thomas	5001 Spring Valley	Suite 600W		Dallas	TX	75244	
TCS Corporate Services	Allied Capital Partners	PO Box 676649			Dallas	TX	75267	
TCS Corporate Services		PO Box 671160			Dallas	TX	75267-1160	
TD Ameritrade Trust Company	Attn FFC RMT	PO Box 17748			Denver	CO	80217-0748	
TDA Associates, Inc.		2101 Sardis Rd N	Suite 109		Charlotte	NC	28227	
TDIndustries		PO Box 300008			Dallas	TX	75303-0008	
Technology Team, LLC		1120 South Freeway	Suite 215		Fort Worth	TX	76104	
Ted Kanarek		166 Tree Top Drive			Springfield	NJ	07081	
Telecomm Strategies Inc		6404 Highland Drive			Chevy Chase	MD	20815	
TELOS Peformance Center		13701 Dallas Pkwy			Dallas	TX	75240	
Temple Emanu-El	Attn Rick Rosenberg	8500 Hillcrest			Dallas	TX	75225	
Tenessee Dept of Commerce & Finance		500 James Robertson Pkwy			Nashville	TN	37243-0565	
Tennessee Department of Revenue		500 Deaderick Street	Andrew Jackson State Office Building		Nashville	TN	37242	
Tennessee Dept of Commerce & Insurance		Securities Division	500 James Robertson Parkway, Suite 680		Nashville	TN	37243	
TERRELL, ARTIS		Address Redacted						
Terrie Rabinowitz, L.C. S.W.		27110a Grand Central Pkwy	North Shore Towers, Bldg 1, Apt 15N		Floral Park	NY	11005	
Terry Jackson		2601 Pennsylvania Ave #1046			Philadelphia	PA	19130	
Terry Jackson		5881 Preston View Blvd			Dallas	TX	75240	
Terry Swagerty		6617 Escallonia Way			Rocklin	CA	95765-5843	
Terry, Doris A.		Address Redacted						
TERRY, JOSHUA N.		Address Redacted						
TESLA, NIKOLA		Address Redacted						
Texas Alliance of Energy Producers		900 8th Street, Suite 400			Wichita Falls	TX	76301	
Texas Best Meats		7043 Seymour Hwy			Wichita Falls	TX	76310	
Texas Best Meats		PO Box 4810			Wichita Falls	TX	76308	
Texas Commerce Bank, N.A.		600 Travis Street	8th Floor, Texas Commerce Tower	Global Trust Services	Houston	TX	77002	
Texas Comptroller of Public Accounts		PO Box 149348			Austin	TX	78714-9348	
Texas Department of Insurance	Financial Regulation Division	Company Licensing and Registration	333 Guadalupe		Austin	TX	78701	
Texas Dept of Licensing and Regulation		PO Box 12157			Austin	TX	78711	
TEXAS DEPT OF STATE HEALTH SERVICES		LOCKBOX-DSHS ASBESTOS/DEMO NOTIFICATION	PO BOX 12190		Austin	TX	78711-2190	
Texas Entertainment Group		103 N Kirby St			Garland	TX	75042	
Texas LawBook LLC		3888 Everwood Lane			Addison	TX	75001	
TEXAS ROOF MANAGEMENT, INC		728 LINGCO DR			Richardson	TX	75081	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Texas Secretary of State	Accounts Receivable	PO Box 12887			Austin	TX	78711-2887	
Texas Secretary of State		PO Box 13697			Austin	TX	78711	
Texas State Comptroller		9241 LBJ FREEWAY	STE 205		Dallas	TX	75243	
Texas State Comptroller		PO Box 12030			Austin	TX	78711-2030	
Texas State Securities Board		Securities Commission of Texas	208 E 10th, Room 610		Austin	TX	78701	
TEXPERS		13111 Northwest Freeway	Suite 100		Houston	TX	77040	
Thackray Williams LLP		32-40 Widmore Rd	Bromley		Kent		BR1 1RY	UK
Tharrington Smith LLP		PO Box 1151			Raleigh	NC	27602	
The American Cancer Society		18505 West Twelve Mile Rd			Southfield	MI	48076	
The Ashcroft Lawfirm, LLC		1100 Main Street	Suite 2710		Kansas City	MO	64105	
The Ashcroft Lawfirm, LLC		950 North Glebe Road	Suite 2400		Arlington	VA	22203	
The Aspen Institute		Society of Fellows	1000 N. Third Street		Aspen	CO	81611	
The Badge of Honor Memorial Foundation		David Blanchard	3131 Maple Ave		Dallas	TX	75201	
The Bailey Group		PO Box 1395			Whitehouse Station	NJ	08889	
The Bank of New York Mellon	Elizabeth Stern	Director and Managing Counsel	240 Greenwich Street, 18th Floor		New York	NY	10286	
The Bank of New York Trust Co.	Global Corp. Trust	600 Travis Street, 50th Floor			Houston	TX	77002	
The Bermuda Monetary Authority		43 Victoria Street			Hamilton		HM 12	Bermuda
The Bowman Law Firm, LLC		840 Tom Wheeler Lane			McEwen	TN	37101	
The Bradbury Group		10661 Rockley Rd			Houston	TX	77099	
The Brattle Group		44 Brattle St			Cambridge	MA	02138-3736	
The Bretton Woods Institute		R.R. #1 Simcoe			Toronto	ON	N3Y 4J9	CANADA
The Bryant Park Hotel		40 W. 40th Street			New York	NY	10018	
THE BUREAU OF NATIONAL AFFAIRS, INC		PO Box 419889			Boston	MA	02241-9889	
The Burnett Companies Consolidated, Inc.		PO Box 973940			Dallas	TX	75397	
The Cake Guys		730 Big Stone Gap Rd	Suite B		Duncanville	TX	75137	
The Cayman Islands Monetary Authority		171 Elgin Ave, SIX Cricket Square		George Town	Grand Cayman			Cayman Islands
The Charlotte Observer		600 S. Tryon Street			Charlotte	NC	28202	
The Chart Store		11768 Tarrynot Ln			Carmel	IN	46033	
The Claro Group, LLC		321 N Clark St	Suite 1200		Chicago	IL	60654	
THE CLUEN CORPORATION		7 W 22ND ST	5TH FLR		New York	NY	10010	
The Crystal Charity Ball		Mrs. Mark D Leyendecker, Underwriting	3838 Oak Lawn Avenue, Suite L150		Dallas	TX	75219	
The Cystic Fibrosis Foundation		4040 North Central Expressway	Ste 730		Dallas	TX	75204	
The da Vinci School	Attn Christi Warren	10909 Midway Rd			Dallas	TX	75229	
The Dallas Morning News		Subscriptions Dept.	PO Box 630054		Dallas	TX	75263-0054	
The Darden School	Attn Development- CFR	PO Box 7726			Charlottesville	VA	22906-7726	
The Day Group		The 401 Centre	302 Regent Street		London		W1B3HH	UK
The Deal LLC		105 Madison Ave	5th floor		New York	NY	10016	
The Deal LLC		PO BOX 26356			New York	NY	10087-6356	
The Deal LLC		PO Box 3502			Northbrook	IL	60065-9850	
The Devon Trust II		No 2800	715 - 5th Avenue SW		Calgary	AB	T2P 2X6	CANADA
The DI Wire Publishing LLC		18101 Von Karman Ave	Suite 300		Irvine	CA	92612	
The Dugaboy Investment Trust		300 Crescent Court	Suite 700		Dallas	TX	75201	
The Economist		Subscription Center	PO Box 46978		Saint Louis	MO	63146-6978	
The Economist		Subscriptions Department	PO Box 58522		Boulder	CO	80322-8522	
The Efficient Business LLC		13601 Preston	Ste 250E		Dallas	TX	75240	
The Efficient Business LLC		14800 Quorum Dr	Suite 560		Dallas	TX	75254-7679	
The Emblem Source, LLC		4575 Westgrove Drive	Suite 500		Addison	TX	75001	
The Englishmans Interiors		14655 Midway Rd			Addison	TX	75001	
The Executive Centre		Tokyo Ginko Kyokai Bldg 15th Floor	1-3-1 Marunouchi	Chiyoda-ku	Tokyo		100-0005	JAPAN
The Expert Series LLC		317 Madison Avenue	Suite 920		New York	NY	10017	
The Family Place	Attn Shivangi Pokharel	PO Box 7999			Dallas	TX	75209	
THE FRANCHISE TAX BOARD		PO BOX 942867			Sacramento	CA	94267-0001	
THE FRANK W. NORRIS FOUNDATION		PO Box 6071			Athens	GA	30604	
THE FRANK W. NORRIS FOUNDATION		Warnell School of Forestry	and Natural Resources		Athens	GA	30602-2152	
THE FREDONIA GROUP		767 BETA DR			Cleveland	OH	44143	
The Garden Gate		2303 Farrington	No 100		Dallas	TX	76207	
The Garden Gate		2615 Routh Street			Dallas	TX	75201	
The General Counsel Forum		PO Box 131263			Dallas	TX	75313	
The Greitens Group		4500 West Pine Boulevard			Saint Louis	MO	63108	
The Griffith Law Firm		4925 Greenville Ave	Suite 200		Dallas	TX	75206	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
The Gym		921 W. Mayfield Rd.	Suite 112		Arlington	TX	76015	
The Hanover Insurance Group		PO Box 580045			Charlotte	NC	28258-0045	
The Harry Walker Agency, Inc.		355 Lexington Ave	Flr 21		New York	NY	10017	
THE HARTFORD		PO BOX 2907			The Hartfoed	CT	06104-2907	
THE HARTFORD		PO Box 660916			Dallas	TX	75266-0916	
The Hockaday School	Attn Holly Hook	11600 Welch Road			Dallas	TX	75229	
The Hogan Firm		1311 Delaware Ave			Wilmington	DE	19806	
The House Oldtown Brasserie		6936 E. Main St.			Scottsdale	AZ	85251	
The Intl Stock Exchange Authority Ltd		PO Box 623, Helvetoa Court	Block B, 3rd Floor, Les Echelons	St Peter Port	GUERNSEY		GY1 1AR	UK
The Irish Stock Exchange plc		28 Anglesea Street			Dublin		D02 XT25	IRELAND
The Island Hotel		690 Newport Center Drive			Newport Beach	CA	92660	
The Joule		1530 Main Street			Dallas	TX	75201	
The Junior League of Dallas		PO Box 12707			Dallas	TX	75226	
The Kaplan Group		2250 King Ct, Suite 50			San Luis	CA	93401	
The Kiplinger Tax Letter		PO Box 3299			Harlan	IA	51593-0479	
The Kiplinger Tax Letter		PO Box 62300			Tampa	FL	33662-2300	
The Ladders	Accounting Dept	137 Varick St			New York	NY	10013	
THE LAKESHORE COMPANIES		1081 MOMENTUM PL			Chicago	IL	60689-5310	
The LDM Group, LLC		Renaissance Tower	1201 Elm Street, Ste. 4201		Dallas	TX	75270	
The Leukemia & Lyphoma Society		1311 Mamaroneck Ave, Suite 310			White Plains	NY	10605	
The Leukemia & Lyphoma Society		8111 LBJ Freeway	Suite 425		Dallas	TX	75251	
The Loan Syndications and Trading Assoc		366 Madison Ave	15th Floor		New York	NY	10017	
The Mark and Pamela Okada Family Trust	Exempt Trust #1	300 Crescent Court	Suite 700		Dallas	TX	75201	
The Mark and Pamela Okada Family Trust	Exempt Trust #2	300 Crescent Court	Suite 700		Dallas	TX	75201	
The Markets.com		PO Box 9420			Uniondale	NY	11555-9420	
The Matchbox Studio		3013 Canton Street			Dallas	TX	75226	
The McCarton Foundation		331 W. 25th Street			New York	NY	10001	
The Medleh Group		PO Box 96370			Houston	TX	77213	
The Money Management Institute		1101 17th St, NW Ste 703			Washington	DC	20036	
The Money Management Institute		PO Box 759231			Baltimore	MD	21275-9231	
The Montessori School of Raleigh		7005 Lead Mine Road			Raleigh	NC	27615	
The Morgan Library & Museum		225 Madison Avenue			New York	NY	10016	
The NASDAQ OMX Group Inc.		Lockbox 90200	PO Box 8500		Philadelphia	PA	19178-0200	
The NASDAQ Stock Market LLC	c/o Wells Fargo Bank	Lockbox 80200/PO Box 8500			Philadelphia	PA	19178-0200	
The National due Diligence Alliance		West8 Tower	10205 Westheimer Rd, Ste 500		Houston	TX	77042	
The Neighbors Law Firm P.C.		2500 Regency Parkway			Cary	NC	27518	
The New York Times		PO BOX 371456			Pittsburgh	PA	15250-7456	
The New York Times		PO Box 4039			Woburn	MA	01888-4039	
The nGage Company, LLC	Attn Phil McKay	170 Pine Point Rd			Scarborough	ME	04074	
The Oechsli Institute		PO Box 29385			Greensboro	NC	27429	
The Optimal Networking Event, LLC		5 Block Court			Randolph	NJ	07869	
The Optimal Networking Event, LLC		PO Box 191			Mt. Freedom	NJ	07970-0191	
The Original Butt Sketch		PO Box 4495			Dallas	TX	75208-4495	
The Paley Center for Media	Attn Accounting Department	25 West 52nd Street			New York	NY	10019	
The Party New York		137 Avenue A	Suite 2E		New York	NY	10009	
The Paul Revere Life Ins. Co.		PO Box 740590			Atlanta	GA	30374-0590	
The Pension Bridge, Inc		1015 Bel Air Dr.	Building 1		Highland Beach	FL	33487	
THE PLACEMENT GROUP, INC.		6060 North Central Expressway	Suite 524		Dallas	TX	75206	
THE PLANT PLACE		10704 Goodnight Lane			Dallas	TX	75220	
The Plexus Groupe		21805 Field Parkway	Suite 300		Deer Park	IL	60010	
The Plumbing Mechanical Fire Prot. Co		60 North Prospect Avenue			Lynbrook	NY	11563-1395	
The Promise House	Attn Christy Cerralvo	RBC Capital Markets	2711 N Haskell Ave, Ste 2500		Dallas	TX	75240	
The Real Estate Council		Three Lincoln Center	5430 LBJ Frwy, Suite 100		Dallas	TX	75240	
The Real Estate Council Foundation	Attn Stephanie Keller Hudiberg	3100 McKinnon Street	Suite 1150		Dallas	TX	75201	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
The Reeds Public Relations Corporation		3232 McKinney Avenue	Suite 855		Dallas	TX	75204	
The Renaissance Consulting Group		870 San Jacinto Twr 2121 San Jacinto St			Dallas	TX	75201	
The Rhythm Room	Attn Elaine Hewlett	4734 Tremont Street			Dallas	TX	75246	
The Rise School		4220 Monterey Oaks Blvd.			Austin	TX	78749	
The Ritz-Carlton		2121 McKinney Avenue			Dallas	TX	75201	
The Ritz-Carlton		455 Grand Bay Drive			Key Biscayne	FL	33149	
THE RITZ-CARLTON, LAKE LAS VEGAS	Attn A/R	1610 LAKE LAS VEGAS PKWY			Henderson	NV	89011	
The Ryan Anthony Foundation		2512 Boll Street			Dallas	TX	75204	
The Search Group		222. W Las Colinas Blvd	Ste 844E		Irving	TX	75039	
THE SIGN COMPANY		575 MADISON AVE			New York	NY	10022	
The Spencer Company		2121 North Akard	Suite 100		Dallas	TX	75201	
The Standard		PO Box 3358			Portland	OR	97208-3358	
The Standard		PO BOX 5674			Portland	OR	97228-5674	
The Standard Life Insurance Co of NY		PO Box 3358			Portland	OR	97208-3358	
The State of Texas	Deana K. Adams, CSR	Official Court Reporter	600 Commerce, 630 C		Dallas	TX	75202	
The Stewpot Alliance		4516 Lovers Lane	Suite 229		Dallas	TX	75225	
The Strategic Financial Alliance		202 Abbey Court			Alpharetta	GA	30004	
The Strategic Financial Alliance		2200 Century Parkway, Ste 500			Atlanta	GA	30345	
The Strategic Financial Alliance, Inc.		2200 Century Parkway, Ste 500			Atlanta	GA	30345	
The TAARP Group, LLP		8333 Douglas Avenue	Suite 1500		Dallas	TX	75225	
The TAARP Group, LLP		PO Box 797337			Dallas	TX	75379-7337	
The TASA Group, Inc.		1166 DeKalb Pike			Blue Bell	PA	19422-1853	
The Texas Lyceum		6046 Azalea Lane			Dallas	TX	75230	
The Texas Lyceum Association, Inc		7131 Lavendale Ave			Dallas	TX	75230	
The Townwide Fund of Huntington, Inc.		148 East Main Street			Huntington	NY	11743	
The United States Ski & Snowboard Assoc		1 Victory Lane	Box 100		Park City	UT	84060	
The United States Treasury		Internal Revenue Service	PO Box 9941		Ogden	UT	84409	
The University of Texas at Arlington		Grants and Accounting, Box 19136			Arlington	TX	76019-0136	
The VIA Group,Inc		2610 Technology Forest Blvd			The Woodlands	TX	77381	
The Wall Street Journal		Corporate Subscription Program	102 First Ave		Chicopee	MA	01020	
The Wellness Group, LLC		1000 N. Green Valley Pkwy	Suite 440 #401		Henderson	NV	89074	
The Wellness Group, LLC		100 N. Green Valley Pkwy	Suite 440 #401		Henderson	NV	89074	
The Westin Charlotte		601 South College Street			Charlotte	NC	28202	
The YGS Group		3650 West Market Street	Content Division-A/R		York	PA	17404	
The Yield Book, Inc.		PO Box 13755			Newark	NJ	07188-0755	
THEDFORD, LAUREN E.		Address Redacted						
Theresa Pope		320 West 38th Street	Apt 2307		New York	NY	10018	
Think-Cell		InvalidenstraBe 34			Berlin		10115	GERMANY
Think-cell Sales GmbH & Co. KG		Chausseestr. 8/E			Berlin		10115	GERMANY
Thirstystone Resources		860 E 19th St			Tucson	AZ	85719	
THOMAS HENNINGS		3390 IVY HILLS BLVD			Cincinnati	OH	45244	
Thomas Hoerner		33 Hudson St	Apt 3205		Jersey City	NJ	07302	
Thomas Printworks		PO Box 740967			Dallas	TX	75374-0967	
Thomas Reprographics		P.O. Box 740967			Dallas	TX	75374-0967	
THOMAS SHARP		3674 MORNINGSTAR LANE			Farmers Branch	TX	75234	
Thomas White	c/o KGen Power Corp	9337 Spring Cypress Rd, #214			Spring	TX	77379	
Thompson & Knight		Dept 70 PO Box 4346			Houston	TX	77210-4346	
Thompson & Knight		PO Box 660684			Dallas	TX	75266-0684	
THOMPSON & KNIGHT LLP		ONE ARTS PLAZA	1722 ROUTH STREET SUITE 1500		Dallas	TX	75201-2533	
Thompson Coe Cousins & Irons LLP		700 N. Pearl Street	Twenty Fifth Floor		Dallas	TX	75201	
THOMPSON, DAVISON R.		Address Redacted						
Thompson, Jordan		Address Redacted						
THOMPSON, ROBIN		Address Redacted						
Thomson		PO Box 4634			Chicago	IL	60680-9598	
Thomson Financial		195 Broadway	7th floor		New York	NY	10007	
Thomson Financial		PO Box 360301			Pittsburgh	PA	15251-6301	
Thomson Financial		PO Box 5136			Carol Stream	IL	60197-5136	
Thomson Financial		PO Box 95512			Chicago	IL	60690-5512	
THOMSON REUTERS	Attn Greg Winterton	3 Times Square, 18th Floor			New York	NY	10036	
THOMSON REUTERS		PO BOX 55743	The Tomson Reuters Building		London		E14 10B	UK

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
THOMSON REUTERS		PO Box 95512			Chicago	IL	95512	
THOMSON REUTERS		TAX & ACCOUNTING- R&G	PO BOX 71687		Chicago	IL	60694-1687	
Thomson Reuters (Markets) LLC		GPO BOX 10410			Newark	NJ	07193-0410	
Thomson Reuters (Markets) LLC		PO Box 415983			Boston	MA	02241	
Thomson Reuters (Tax & Accounting) Inc.		PO Box 71687			Chicago	IL	60694-1687	
Thomson Reuters Corporation		17400 Medine Road	Suite 850		Plymouth	MN	55447	
thomson RIA		PO Box 6159			Carol Stream	IL	60197-6159	
Thomson West		PO Box 6292			Carol Stream	IL	60197-6292	
Thomson West		PO Box 64833			Saint Paul	MN	55164-0833	
Thornton-Tomasetti Group, Inc.		PO Box 826203			Philadelphia	PA	19182-6203	
Throckmorton, Michael		Address Redacted						
Thuzio, Inc.		267 Fifth Avenue	Seventh Floor		New York	NY	10016	
TIAMPO, SAUKOK		Address Redacted						
TIBCO Software, Inc.		Lockbox No 7514	PO Box 7247		Philadelphia	PA	19170-7514	
Tiffs Treats		819 W. Arapaho Rd.	Ste 24-B #266		Richardson	TX	75080	
Tim Dalton		21 PLAIN ST			Summit	NJ	07901	
TIM LAWLER		2475 ANGEL FALLS DR			Frisco	TX	75034	
Tim Spring		302 Charles Terrace			Skillman	NJ	08558	
Tim Symington		17216 PCKWICK DR			Purceville	VA	20132	
Timber Mart-South	Center for Forest Business	Daniel B. Warnell School of Forestry	The University of Georgia		Athens	GA	30602-2152	
Timberhorn, LLC		3000 Internet Blvd	Suite 100		Frisco	TX	75034	
Time Value Software		22 Mauchly			Irvine	CA	92618	
TIME WARNER CABLE		Box 223085			Pittsburgh	PA	15251-2085	
TIME WARNER CABLE		PO Box 11820			Newark	NJ	07101-8120	
TIME WARNER CABLE		PO Box 60074			City of Industry	CA	91716-0074	
TIME WARNER CABLE		PO Box 650063			Dallas	TX	75265-0063	
TIME WARNER CABLE		PO BOX 650210			Dallas	TX	75265-0210	
TIME WARNER CABLE		PO Box 742633			Cincinnati	OH	45274-2663	
TIME WARNER CABLE		PO BOX 9227			Uniondale	NY	11555-9227	
Time, Inc.		PO Box 60001			Tampa	FL	33660-0001	
Times Square Tower Associates LLC		800 Boylston Street	Suite 1900		Boston	MA	02199	
Times Square Tower Associates LLC		PO Box 415917			Boston	MA	02241-5917	
Timothy Brice		315 Churchill Lane			Pottsboro	TX	75076	
Timothy Hotchandani		400 W. 55th Street, Apt 7B			New York	NY	10019	
Timothy Lawler		272 E. Deerpath Rd	Suite 236		Lake Forest	IL	60045	
Timothy Leung		2170 Century Park East	Apt 1004S		Los Angeles	CA	90067	
Timothy Spring		302 Charles Terrace			Skillman	NJ	08558	
TIPS,LLC		Department 34932	PO Box 39000		San Francisco	CA	94139	
TIPS,LLC		File 30578	PO Box 60000		San Francisco	CA	94160	
Title Partners, LLC		5501 LBJ Freeway	Ste 200		Dallas	TX	75240	
TLK Networks		PO Box 202286			Arlington	TX	76006	
TMC Communications, LLC		245 Park Ave, 24th Flr			New York	NY	10167	
TMF Group		400 Capability Green			Luton		LU1 3AE	UK
TNT INTERNATIONAL		PO BOX 186	RAMSBOTTOM		BURY		BL09GR	UK
Tobias Lewis		42 Oval Ave			Riverside	CT	06878	
TOBY FELDMAN INC.		ONE PENN PLAZA			New York	NY	10119	
Todd Blatterman		45 Twixt Hills Rd			St. James	NY	11780	
TODD TRAVERS		3613 Cedar Lane			Dallas	TX	75234	
Toly Novik		450 N. Oakhurst Dr. # 240			Beverly Hills	CA	90210	
TOM BEACH		2054 FILBERT ST			San Francisco	CA	94123	
TOM LOVELL		261 Spanish Moss Ln			Richmond	GA	31324	
Tom Rigatti		2031 ANZA ST			San Francisco	CA	94118	
Tomasino, Matthew		Address Redacted						
TOMLIN, WILLIAM		Address Redacted						
Tony Zaffaro		85 Kellogg Drive			Wilton	CT	06897	
Total Alternatives		PO Box 5018			Brentwood	TN	37024	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Touchstone Securities, Inc		303 Broadway	Suite 1100		Cincinnati	OH	45202-4203	
TOUDOUZE, KENNETH		Address Redacted						
Towers Watson		PO Box 8500	S-6110		Philadelphia	PA	19178-6110	
TPAC		920 Tyne Blvd			Nashville	TN	37220	
TQ ESI, LLC		400 N. St Paul	STE 1230		Dallas	TX	75201	
Tracey Ivey		636 Winsford Rd			Bryn Mawr	PA	19010	
TradeStation Securities, Inc.	Attn Account Department	8050 SW 10th St -- Ste 2000			Plantation	FL	33324	
TRAHAN, MICHAEL		Address Redacted						
TransPerfect Legal Solutions	Attn Accounts Receivable	Three Park Avenue, 39th Floor			New York	NY	10016	
TRANSWESTERN		5001 SPRING VALLEY RD	STE 600W		Dallas	TX	75244	
TRANTHAM, AUSTIN		Address Redacted						
Travel Search Network		8111 LBJ Freeway # 550			Dallas	TX	75251	
TRAVERS, TODD		Address Redacted						
TRAVIS KAREL		2217 IVAN ST	APT 204		Dallas	TX	75201	
Travis Kruger		5165 CR 2013			Glen Rose	TX	76649	
TRC		PO Box 536282			Pittsburgh	PA	15253-5904	
TRC Consultants, LC		120 Dietert Ave	Suite 100		Boerne	TX	78006	
Treasurer of State of Vermont		Securities Division	89 Main Street, 2nd Floor, Drawer 20		Montpelier	VT	05620	
Treasurer of Virginia		Virginia State Corporation Commission	1300 East Main Street, 9th Floor		Richmond	VA	23219	
Treasurer, State of Connecticut		Securities & Business Investment Div	260 Constitution Plaza		Hartford	CT	06103	
Treasurer, State of Maine		Office of Securities	76 Northern Avenue		Gardiner	ME	04345	
TREASURY OF THE UNITED STATES	Austin Campus Disclosure Office	Stop 7000-AUSC	PO Box 2986		Austin	TX	78768	
TREASURY OF THE UNITED STATES	INTERNAL REVENUE SERVICE	3651 SOUTH IH-35, MS 7000AUSC	DISCLOSURE OFFICE		Austin	TX	78741	
TREMOR, LAUREN E.		Address Redacted						
Trend Macrolytics LLC		680 N. Lake Shore Drive	No 1412		Chicago	IL	60611	
Trenkner, Jamie		Address Redacted						
Trepp, LLC		477 Madison Ave 18th Flr			New York	NY	10022	
Triad Security Systems		971 Lehigh Avenue			Union	NJ	07083	
Trial Arts Professional Copy Service		1500 Dragon St, Ste C			Dallas	TX	75207	
Tricor Evatthouse Corporate Services		8 Cross Street	No 11-00 PWC Building		Singapore		048424	SINGAPORE
Tricor Singapore Pte Ltd		8 Cross Street	No 11-00 PWC Building		Singapore		048424	SINGAPORE
Trinity River Mission		2060 Singleton Blvd, Ste 104			Dallas	TX	75212	
Triple Threat Cowboy		1430 Regal Row	Suite 320		Dallas	TX	75247	
TRI-RIVER CAPITAL	C/O BEUTEL & JOYCE, LP	ATTN MILTON WALTERS	555 FIFTH AVE - 15TH FLR		New York	NY	10017	
Tritech Communications, Inc.		625 Locust St.			Garden City	NY	11530	
Troutman Sanders LLP		P.O. Box 933652			Atlanta	GA	31193-3652	
TROY BARNETTE		4945 DATE PALM ST			Cocoa Beach	FL	32932	
Trump International Hotel & Tower CH		401 North Wabash Ave			Chicago	IL	60611	
Trussway Holdings, Inc.	Kendall Hoyd	9411 Alcorn			Houston	TX	77093-6753	
Trussway Holdings, LLC		7001 Enterprise Ave			Fort Worth	TX	76118	
Trustees of Boston University		1 Silber Way			Boston	MA	02215	
TSCM AMERICA		PO Box 6743			McKinney	TX	75071	
TSCPA		PO Box 797488			Dallas	TX	75379	
TSG Reporting, Inc		747 Third Ave, Suite 10A			New York	NY	10017	
TSX INC		The Exchange Tower	PO Box 421, 130 King Street West		Toronto	ON	M5X 1E1	CANADA
TTA Research & Guidance		PO Box 71687			Chicago	IL	60694	
Tuan Olona, LLP		One Rockefeller Plaza	Eleventh Floor		New York	NY	10020	
Turf Scapes		368 National Drive			Rockwall	TX	75032-6531	
Turing Experts		Birchin Court	20 Birchin Lane		London		EC3V 9DU	UK
Turtle Bay Resort	Attn Finance Department	57-091 Kamehameha Highway			Kahuku	HI	96731	
TW Telecom Holdings, llc		PO Box 910182			Denver	CO	80291-0182	
Twenty-First Securities Corporation		780 Third Avenue	24th Floor		New York	NY	10017	
TXU ENERGY		PO BOX 650638			Dallas	TX	75265-0638	
TXU ENERGY		PO BOX 660409			Dallas	TX	75266-0409	
Tyco Integrated Security		PO Box 371967			Pittsburg	PA	15250-7967	
Tyler Kemp		5165 CR 2013			Glen Rose	TX	76649	
TYRA GILB TRUST		325M SHARON PARK DR #207			Menlo Park	CA	94025-6804	
U.D.S.TX., LLC		1401 Elm, Suite 4567			Dallas	TX	75202	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
U.S. - Japan Council	Attn Dana Fager, Develop. Coordinator	1819 L Street, NW, Suite 800			Washington	DC	20036	
U.S. Bancorp Equipment Finance		P.O. Box 790448			Saint Louis	MO	63179-0448	
U.S. Bancorp Equipment Finance, Inc.		PO Box 790448			Saint Louis	MO	63179-0448	
U.S. Bank		CM-9690	PO Box 70870		Saint Paul	MN	55170-9690	
U.S. Bank National Association	Attn CDO Unit	One Federal Street	3rd Floor	Mail Code EX-MA-FED	Boston	MA	02110	
U.S. Fund for UNICEF		520 Post Oak Blvd	Suite 280		Houston	TX	77027	
U.S. Securities and Exchange Commission	Fort Worth Regional Office	Burnett Plaza, 19th Floor	801 Cherry Street, Unit 18		Fort Worth	TX	76102	
UBS AG, London Branch UBS Securities LLC	c/o Andrew Clubock, Esq.	Latham & Watkins LLP	555 Eleventh Street NW Suite 1000		Washington	DC	20004	
UCG		11300 Rockville Pike	Ste 1100		Rockville	MD	20852-3030	
Uchi Dallas, LLC		701 S. Lamar Blvd	Suite C		Austin	TX	78704	
UDAI DHAWAN		28 SPRAIN VALLEY RD			Scarsdale	NY	10583	
UERMMMC-MAAAI	Dr. Audrey Coo, Treaurer	PO Box 2153			Bedford Park	IL	60499-2153	
Ulf Nofelt		120 Potter Road			Scarsdale	NY	10583	
Ulicny, Inc.		92 Amity Drive			Wayne	PA	19087	
UMB Bank, N.A.	Attn Trust Fees Dept	PO Box 414589			Kansas City	MO	64141-4589	
UNICOM TECHNOLOGIES, INC		1011 HWY 6 S	STE 200		Houston	TX	77077	
Unimerica Insurance Company	Administrative Office	6300 Olson Memorial Highway			Golden Valley	MN	55427	
Unishippers		800 W Airport Frwy Ste 611 LB 6065			Irving	TX	75062	
Unishippers		800 W Airport FWY Ste 611 LB 6065			Irving	TX	75062-6294	
United American Reporting Services		1201 Elm Street	Suite 5220		Dallas	TX	75270	
United Capital		5655 S. Yosemite St.	Suite 450		Greenwood Village	CO	80111	
United Carpet Cleaning Systems, Inc.		PO Box 1625			Hurst	TX	76053	
UNITED HEALTHCARE INSURANCE COMPANY		22561 NETWORK PLACE			Chicago	IL	60673-1225	
UNITED HEALTHCARE INSURANCE COMPANY	Attn LISA CARRILLO	5800 GRANITE PKWY, STE 700			Plano	TX	75024	
United Mechanical		11540 Plano Road	PO Box 551206		Dallas	TX	75355-1206	
United States Treasury		INTERNAL REVENUE SERVICE			Cincinnati	OH	45999-0039	
United States Treasury		INTERNAL REVENUE SERVICE			Kansas City	MO	64999-0202	
United States Treasury		INTERNAL REVENUE SERVICE			Ogden	UT	84201-0039	
United States Treasury		INTERNAL REVENUE SVC	PO BOX 69		Memphis	TN	38101-0069	
United States Treasury		PO Box 660443			Dallas	TX	75266-0443	
United States Treasury		STOP 5107 NWSAT	4050 ALPHA RD		Farmers Branch	TX	75244-4201	
UNITED VAN LINES		ONE UNITED DRIVE			Fenton	MO	63026-1350	
United Way of Mass. Bay & Merrimack Vlly	Attn A/R- Barbara Alexander	PO Box 51381			Boston	MA	02205-1381	
Universal Printing Solutions, Inc.		10573 West Pico Blvd. #610			Los Angeles	CA	90064-2438	
University of Michigan	c/o Matching Gifts	3003 S. State Street, Suite 8000			Ann Arbor	MI	48109-1288	
University of Pennsylvania		433 Franklin Building	3451 Walnut Street		Philadelphia	PA	19104-6285	
University Prk Sch ParentTeacher Assoc		3505 Amherst			Dallas	TX	75225	
Unum Life Insurance Company of America		PO BOX 406834			Atlanta	GA	30384-6834	
Unum Life Insurance Company of America		PO Box 409548			Atlanta	GA	30384-9548	
Update Legal		1140 Avenue of the Americas			New York	NY	10036	
Uplift Education	c/o David Jackson	1825 Market Center Blvd, Ste 500			Dallas	TX	75207	
UPMC HEALTH SYSTEM PENSION TRUST		1 MELLON BANK CTR			Pittsburgh	PA	15258	
UPS Freight		PO Box 730900			Dallas	TX	75373-0900	
UPS Supply Chain Solutions		28013 Network Place			Chicago	IL	60673-1280	
UPS Supply Chain Solutions		PO BOX 7247-0244			Philadelphia	PA	19170-0001	
UPS Supply Chain Solutions		PO Box 730900			Dallas	TX	75373-0900	
UpSwing Performance Improvement, Inc.		PO Box 738			Manchester	MO	63011	
Uptown Energy Partners		2602 McKinney Ave	Suite 330		Dallas	TX	75204	
Urano, Cameron		Address Redacted						

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
URBAN, ASHLEY		Address Redacted						
URBAN, JOHN		Address Redacted						
URBANIC, MATTHEW		Address Redacted						
URECH, DANIELLE		Address Redacted						
URS CORPORATION		PO BOX 121028	DEPT 1028		Dallas	TX	75312-1028	
US Bank		1555 N Rivercenter Dr, Ste 302			Milwaukee	WI	53212	
US BANK NA	Attn THOMAS BELCHER	ONE FEDERAL STREET	THIRD FLOOR		Boston	MA	02110	
US Foods, Inc.		Box 843202			Dallas	TX	75284-3202	
US Legal Support		Chicago, IL Reporting	PO Box 4772-11		Houston	TX	77210-4772	
US Legal Support		Texas Records & Reporting	PO BOX 952172		Dallas	TX	75395-2172	
US Markets		10 W. 37th St	7th FL		New York	NY	10018	
US Policy Metrics LLC		1333 New Hampshire Ave N.W.	3rd Floor		Washington	DC	20036-1564	
US Postage Meter Center		PO Box 800848			Santa Clarita	CA	91380	
US Securities & Exchange Commission	FOIA Officer & Privacy Act Officer	100 F Street, NE	Mail Stop 2736		WASHINGTON	DC	20549-2000	
US Ski and Snowboard Team Foundation		1 Victory Lane	Box 100		Park City	UT	84060	
USA Shooting	Attn Rob Weekes	1 Olympic Plaza			Colorado Springs	CO	80909	
usfi marketing communications		12100 Ford Rd Ste 100			Dallas	TX	75234	
USTMAAM	c/o Marc Villafania	306 Surrey Lane			Bloomingdale	IL	60108	
USW LOCAL 870		94 WASHINGTON PLACE			Totwa	NJ	07512	
Utah Division of Securities		Securities Division	160 East 300 South, 2nd Floor		Salt Lake City	UT	84111	
UTAH STATE TAX COMMISSION		210 N 1950 W			Salt Lake City	UT	84134	
Valhalla CLO, Ltd.	c/o Intertrust SPV (Cayman) Limited	190 Elgin Avenue	George Town		Grand Cayman		KY1-9005	Cayman Islands
VALIANT MEDIA		3116-D COMMERCE ST			Dallas	TX	75226	
Validity, Inc.		200 Clarendon St	22nd Floor		Boston	MA	02116	
Value Line Publishing	Attn Matt Jamison	Value Line Publishing, Inc	220 East 42nd Street 6th floor		New York	NY	10017	
ValueScope, Inc.		1400 Thetford Ct.			Southlake	TX	76092	
VAN HOEF, ASHLEY		Address Redacted						
VANACOUR, JASON		Address Redacted						
Vanessa Sea		1 W. Superior Street #5015			Chicago	IL	60654	
Vanguard Brokerage Services	Attn Securities Receipt & Transfer	PO Box 1170			Valley Forge	PA	19482-1170	
Vector One Management		113 E 55th St			New York	NY	10022	
Venable LLP		PO Box 62727			Baltimore	MD	21264-2727	
Venable LLP		PO Box 630798			Baltimore	MD	21263-0798	
Venture Mechanical, Inc.		2222 Century Cir			Irving	TX	75062	
Veritas Software Global LLC		PO Box 60000			San Francisco	CA	94160-3667	
Veritext Corp.		3090 Bristol Street	Suite 190		Costa Mesa	CA	92626	
Veritext Los Angelos Reporting Co		3090 Bristol St	Suite 190		Costa Mesa	CA	92626	
Veritext Mid-Atlantic		1801 Market Street	Suite 1800		Philadelphia	PA	19103	
Veritext New York Reporting Co		330 Old Country Rd	Suite 300		Mineola	NY	11501	
Veritext New York Reporting Co		PO Box 71303			Chicago	IL	60694-1303	
Verity Group		PO Box 940361			Plano	TX	75094-0361	
VERIZON		PO BOX 1100			Albany	NY	12250-0001	
VERIZON		PO BOX 15124			Albany	NY	12212-5124	
Verizon Wireless		PO Box 4001			Inglewood	CA	90313-4001	
Verizon Wireless		PO Box 489			Newark	NJ	07101-0489	
Verizon Wireless		PO Box 660108			Dallas	TX	75266-0108	
Verizon Wireless		PO Box 790406			Saint Louis	MO	63179-0406	
Vermont Department of Taxes		PO Box 588			Montpelier	VT	05601	
Vermont Dept of Financial Regulation		Dept of Banking, Insurance & Securities	89 Main Street, 2nd Floor, Drawer 20		Montpelier	VT	05620	
Verona		13330 Noel Rd			Dallas	TX	75240	
Verrill Dana LLP		One Portland Square	P.O. Box 586		Portland	ME	04112	
VFG Securities, Inc.	Attn Jana Oledzki	100 Corporate Pointe	Suite 382		Culver City	CA	90230-7612	
ViaWest, Inc.		PO Box 732368			Dallas	TX	75373-2368	
ViaWest, Inc.		PO Box 912362			Denver	CO	80291-2362	
Vibrancy21		1133 South Clinton Street			Baltimore	MD	21224	
Vickery Meadow Learning Center		6329 Ridgecrest			Dallas	TX	75231	

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Victor Chang		5400 Preston Oaks Rd			Dallas	TX	75254	
Victor Chong		900 W Newport Ave,	Apt B		Chicago	IL	60657	
VILLA VERONA, LTD		13330 NOEL RD			Dallas	TX	75240	
Village on the Green		5301 Alpha Road, Suite 44			Dallas	TX	75240	
Vin Thompson		38 East Wharf Rd			Madison	CT	06443	
Vincent Lopez Serafino & Jenevein, PC		2001 Bryan St	Suite 2000		Dallas	TX	75201	
VINSON & ELKINS, LLP		A1001 FANNIN ST, STE 2300	FIRST CITY TOWER		Houston	TX	77002-6760	
Vintage Filings		350 Hudson Street, Suite 300			New York	NY	10014	
Vintage Filings		350 Hundson Street	Suite 300		New York	NY	10014	
Vintage Filings		PO Box 30719			New York	NY	10087-0719	
Vira, Sagar		Address Redacted						
VIRGINIA DEPARTMENT OF TAXATION		PO BOX 1500			Richmond	VA	23218-1500	
VIRGINIA DEPARTMENT OF TAXATION		PO BOX 1777			Richmond	VA	23218-1777	
Virginia Retirement System	Attn Control	PO Box 361			Richmond	VA	23218	
Virginia Retirement Systems	Attn Control	PO Box 361			Richmond	VA	23218	
Vishnu Gogineni		One Bryant Park	21st Floor, 21.053A		New York	NY	10036	
Visix, Inc.		230 Scientific Drive	Suite 800		Norcross	GA	30092	
Vitae Search Group, LLC		6009 Mariposa Drive			McKinney	TX	75070	
Vitiello, Stephanie		Address Redacted						
Vlahakis, Eleni		Address Redacted						
VLAHAKIS, ELENI		Address Redacted						
VODAFONE		PO BOX 549			London		OX17 3ZJ	UK
Vogel Alcove		200 Crescent Court	Ste 300		Dallas	TX	75201	
Voice of Hope	Attn Ruth Hardesty	PO Box 224845			Dallas	TX	75222-4845	
Volunteers for Youth, Inc.		205 Lloyd Street	Suite 103		Carrboro	NC	27510	
Voya Financial Advisors		5780 Powers Ferry Road, NW			Atlanta	GA	30327	
Voya Financial Advisors	Attn Adriana Mardarie Gagov	909 Locust Street			Des Moines	IA	50309	
VSI Solutions		203 Dumont ct			Fairview	TX	75069	
VTB Capital plc		14 Cornhill			London		EC3V3ND	UK
W San Diego		421 West B St			San Deigo	CA	92101	
W. Andrew Hodge Consulting, PA		PO Box 11417			Glendale	AZ	85318	
W.B. Mason Co., Inc.		59 Centre St			Brockton	MA	02301	
Wachovia Insurance Services		5956 Sherry Lane	Suite 2000		Dallas	TX	75225-6531	
Wachovia Secuties LLC		Relationship Management Group-MO1400	1 North Jefferson St		Saint Louis	MO	63103	
Wachtell, Lipton, Rosen & Katz		51 West 52nd Street			New York	NY	10019	
Wagner, Grace		Address Redacted						
Wake2O		Rue du Mont Blanc 3			Geneva		01201	SWITZERLAND
Wakefield Quinn		PO BOX HM 809			Hamilton		0HMCX	BERMUDA
Walek & Associates, Inc.		317 Madison Avenue Suite 2300			New York	NY	10017	
WALIA, AMIT		Address Redacted						
Walker Dunlop		63 Kendrick Street			Needham	MA	02494	
Walker Kobelan		729 Reinerman			Houston	TX	77002	
Walkers		PO Box 265GT, Walker House	87 Mry Street		George Town		KY1-9001	GRAND CAYMAN
Walkers Fund Services Limited	c/o Intertrust Cayman	190 Elgin Avenue	George Town		Grand Cayman		KY1-9005	Cayman Islands
Wall Street Tax Association	c/o OConnor Davies Munns & Dobbins LLP	60 East 42nd Street			New York	NY	10165	
WALLS, DAVID		Address Redacted						
WALTER JARMAN		1487 ARLINGTON DR			Salt Lake City	UT	84103-4427	
WAN, QIAN		Address Redacted						
WANG, ALICE		Address Redacted						
WANG, CHEN-HAN		Address Redacted						
Wang, Ruozhou		Address Redacted						
Warehouse Store Fixture Co.		84 Progress Lane			Watebury	CT	06705	
Warner Stevens LLP		1700 City Center Tower II	301 Commerce Street		Fort Worth	TX	76102	
Warren Posner		96 Winged Foot Drive			Livingston	NJ	07039	
Washington Speakers Bureau Inc.		1663 Prince Street			Alexandria	VA	22314	
Washington State Treasurer		WA Dept of Finan Inst. Securities Div	150 Israel Road SW		Tumwater	WA	98501	
WATERHOUSE, FRANK		Address Redacted						
Waterview Advisors		12201 Merit Drive, Suite			Dallas	TX	75251	
Watson Wyatt & Co		PO Box 277665			Atlanta	GA	30384	
WATSON, ERIN		Address Redacted						

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Watts, Andrew		Address Redacted						
WATTS, KEITH R		Address Redacted						
Wayne Bell		5165 CR 2013			Glen Rose	TX	76649	
WC 4641 Production, LLC	C/o Great Value Storage	4641 Production Drive			Dallas	TX	75235	
WCDABG	Attn Sharon Popham, Reservations Chair	3 Carmarthen Court			Dallas	TX	75225	
Wealthforge Securities, LLC		6800 Paragon Place	Ste 200		Richmond	VA	23230	
Wealthmaster Group, LLC		18881 Von Karman Ave	Suite 720		Irvine	CA	92612	
Weatherly, Brian		Address Redacted						
Weaver and Tidwell, LLP		2821 West 7th Street	Suite 700		Fort Worth	TX	76107	
Webb, Justin		Address Redacted						
WebsiteBackup Company		2375 E. Camelback Rd	Suite 600		Phoenix	AZ	85016	
WEBSTER, GREGORY W		Address Redacted						
WEIJUN ZANG		5053 JUSTIN TERRACE			Fremont	CA	94555	
Weinstein, Clower & Associates		PO Box 795001			Dallas	TX	75379	
Welch Consulting Ltd		1716 Briarcrest Drive #700			Bryan	TX	77802-2760	
Wells Fargo Advisors FBO Bezilla	Attn Alan Kinney	200 Stephenson Ave, Suite 301			Savannah	GA	31405	
Wells Fargo Advisors, LLC		180 Glastonbury Blvd	Suite 301		Glastonbury	CT	06033	
Wells Fargo Advisors, LLC		1 North Jefferson Ave.			Saint Louis	MO	63103	
Wells Fargo Advisors, LLC		5215 Old Orchard Road	Suite 960		Skokie	IL	60077-4401	
Wells Fargo Advisors, LLC	Attn Andrew Black	280 Park Avenue, FL 29W			New York	NY	10017	
Wells Fargo Advisors, LLC	Attn April Johnson	10900 Wilshire Blvd, 11th Floor			Los Angeles	CA	90024	
Wells Fargo Advisors, LLC	Attn Dan Racicot WF - Finet	4275 Executive Square, Ste 910			Lajolla	CA	92037	
Wells Fargo Advisors, LLC	Attn Denise Bare	9665 Wilshire Blvd, Ste 100			Beverly Hills	CA	90212	
Wells Fargo Advisors, LLC	Attn Greg Shumaker	700 Ackerman Rd, Ste 400			Columbus	OH	43202	
Wells Fargo Advisors, LLC	Attn Kathy Buckley	6060 South American Plaza St East			Tulsa	OK	74135	
Wells Fargo Advisors, LLC	Attn Kevin Dailey	100 East Wisconsin Ave, 12th Floor			Milwaukee	WI	53202	
Wells Fargo Advisors, LLC	Attn Mike McChesney	2500 Legacy Dr, Ste 200			Frisco	TX	75034	
Wells Fargo Advisors, LLC	Attn Nicole Stenquist	450 Post Road East			Westport	CT	06880	
Wells Fargo Advisors, LLC	Attn Operations Manager	1200 17th St, Ste 2000			Denver	CO	80202	
Wells Fargo Advisors, LLC	Attn Operations Manager	13621 University Ave			Clive	IA	50325	
Wells Fargo Advisors, LLC	Attn Operations Manager	20 William Street, Ste 300			Wellesley	MA	02481	
Wells Fargo Advisors, LLC	Attn Operations Manager	222 East Main St, Ste 106			Smithtown	NY	11787	
Wells Fargo Advisors, LLC	Attn Operations Manager	331 Newman Springs Rd, Ste 230			Red Bank	NJ	07701	
Wells Fargo Advisors, LLC	Attn Operations Manager	909 Fannin St, Suite 1200			Houston	TX	77010	
Wells Fargo Advisors, LLC	Attn Operations Mgr Garner Mabry	6400 South Fiddlers Green Cir, Ste 1840			Greenwood Village	CO	80111	
Wells Fargo Advisors, LLC	Attn Paula Curry, Control Specialist	2 International Place, 20th Fl			Boston	MA	02110	
Wells Fargo Advisors, LLC	Attn Rita Borchers	7400 West 130th St, Ste 200			Overland Park	KS	66213	
Wells Fargo Advisors, LLC	Attn Tracy Lusk	8115 Preston Rd, Suite 300			Dallas	TX	75225	
Wells Fargo Advisors, LLC	Attn Web Wang	5820 Canoga Ave, #100			Woodland Hills	CA	91367	
Wells Fargo Advisors, LLC	c/o David Elfenbein	1211 Avenue of the Americas, 27th Flr			New York	NY	10036	
Wells Fargo Advisors, LLC	c/o Hefter Leshem Margolis	500 Lake Cook Rd, Ste 100			Deerfield	IL	60015	
Wells Fargo Advisors, LLC	c/o Shannon Walker	695 E. Arlington Blvd., Ste 201			Greenville	NC	27858	
Wells Fargo Advisors, Westwood		10900 Wilshire Blvd	11th Floor		Los Angeles	CA	90024	
WELLS FARGO BANK		WF 8113	PO BOX 1450		Minneapolis	MN	55485-8113	
Wemple, Stefanie		Address Redacted						
WEN, JING		Address Redacted						
WENDELL, MORTON		Address Redacted						
Wendy Harper		11738 Kiowa Ave, #104			Los Angeles	CA	90049	
WENTWORTH, KEVIN		Address Redacted						
WENTWORTH, KEVIN J.		Address Redacted						
Wesley Golie		3736 E. Nielsen Ln			Denver	CO	80210	
West Court Reporting Services		West Payment Center	P.O. Box 6292		Carol Stream	IL	60197-6292	
West Payment Center		PO Box 6292			Carol Stream	IL	60197-6292	
West Publishing Corporation		P.O. Box 12421			Newark	NJ	07101	
West Virginia State Auditor Office	Securities Division	1900 Kanawha Blvd. E	State Capital Building 1, Room W-100		Charleston	WV	25305-0230	
Westchester CLO, Ltd.	The Directors	PO Box 1093 GT, Queensgate House	South Church Street	George Town	Grand Cayman		KY1-1108	Cayman Islands
Western International Securities, Inc.		70 S. Lake Ave	Ste 700		Pasadena	CA	91101	
Westley McGeoghegan		49 Chetwynd Road			Somerville	MA	02144	
WESTMINSTER CITY COUNCIL		PO BOX 397			London		WA55 1GG	UK

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
WestPark Capital, Inc.		1900 Avenue of the Stars	Suite 310		Los Angeles	CA	90067	
Westwood Professional Services, Inc.		7699 Anagram Drive			Eden Prairie	MN	55334	
WHARF, PAUL		Address Redacted						
WHARF, PAUL C.		Address Redacted						
Whatley, David		Address Redacted						
WHERRY, SHANNON M.		Address Redacted						
Whetstone, Laurie		Address Redacted						
Whitaker, Chalk, Swindler, & Sawyer		301 Commerce St. Suite 3500			Ft. Worth	TX	76102	
White & Case LLP		1155 Avenue of the Americas			New York	NY	10036-2787	
White & Williams LLP		1800 One Liberty Place			Philadelphia	PA	19103-7395	
White, Jeremy		Address Redacted						
White, Kelly		Address Redacted						
WhiteGlove House Call Health, Inc.		5300 Bee Cave Rd, Bldg One	Ste 100		Austin	TX	78746	
WhiteGlove House Call Health, Inc.		PO Box 845720			Dallas	TX	75284-5720	
Whitehall-Parker Securities, Inc.		477 Pacific Ave, 2nd Floor			San Francisco	CA	94133	
Whitney Smith Co		301 Commerce St	Suite 1950		Fort Worth	TX	76102	
WhitneySmith Company		301 Commerce Street, Suite 1950			Fort Worth	TX	76102	
WICK PHILIPS LLP		500 North Akward Street	Suite 2100		Dallas	TX	75201	
Wicks Business Information		1375 Kings Highway East Ste 450			Fairfiled	CT	06824	
Wild Rose Floral Design Studio		720 E Lamar St			Royse City	TX	75189	
Wild Rose Floral Design Studio		PO Box 541			Rockwall	TX	75087	
Wilentz Goldman & Spitzer		90 Woodbridge Center Dr.			Woodbridge	NJ	07095	
Wiley, Grant		Address Redacted						
Wilkinson Center	Attn Andrea Jones	PO Box 720248			Dallas	TX	75372	
Will Pryor Mediation & Arbitration		5420 LBJ Frwy Ste 626			Dallas	TX	75240	
WILLIAM CORNELIUS		2404 YORKTOWN ST	APT 137		Houston	TX	77056	
William Ikard		58 Calle Maravilla			San Clemente	CA	92673	
William Keeney		536 E 56th St			Kansas City	MO	64110	
William M. Cobb & Associates, Inc.		12770 Coit Rd, Ste 907			Dallas	TX	75251	
William Oliveira		504 Green St.			Northborough	MA	01532	
William R. Welch		9 Greenway Plaza, Ste 3112			Houston	TX	77046	
WILLIAM SMITH		13455 NOEL RD	STE 800		Dallas	TX	75240	
William Todd Westerburg		6164 Marquita Ave			Dallas	TX	75214	
Williams, Andrew		Address Redacted						
WILLIAMS, MEREDITH		Address Redacted						
Willis of New York, Inc.		PO Box 4557			New York	NY	10249-4557	
Willis of Texas, Inc.		Dallas/Ft. Worth Division	PO Box 730310		Dallas	TX	75373-0310	
Willis of Texas, Inc.		PO Box 731739			Dallas	TX	75373-1739	
Willkie Farr & Gallagher LLP		787 Seventh AvE			New York	NY	10019-6099	
WILLMORE, DAVID		Address Redacted						
Willoughby McCabe Agents Co		3409 Rosedale Avenue			Dallas	TX	75205	
WILLOUGHBY-MCCABE, PATRICK		Address Redacted						
Wilmer Cutler Pickering Hale Dorr LLP		1875 Pennsylvania Avenue NW			Washington	DC	20006	
Wilmer Cutler Pickering Hale Dorr LLP		PO Box 7247-8760			Philadelphia	PA	19170-8760	
Wilmington Trust Company		Rodney Square North	1100 North Market St		Wilmington	DE	19890-0001	
Wilshire Associates Incorporated	Attn Accounts Receivable	1299 Ocean Avenue, Suite 700			Santa Monica	CA	90401-1085	
WILSON SMITH		3221 S ELIZABETH AVE			Independence	MO	64057-1925	
WILSON, ANDREW		Address Redacted						
WILSON, ANTHONY		Address Redacted						
Wilson, Owen		Address Redacted						
WILSON, SCOTT		Address Redacted						
Wilson, Sonsini, Goodrich, & Rosati		File # 73672	PO Box 60000		San Francisco	CA	94160-3672	
Wilson, Sonsini, Goodrich, & Rosati		PO Box 742866			Los Angeles	CA	90074-2866	
WILSON, STEVE L.		Address Redacted						
WILSON, STEVEN		Address Redacted						
Wilton, William		Address Redacted						

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
WINGS Ventures LLC		172304 Preston Rd	Ste 800		Dallas	TX	75252	
Winn Media		1444 Oak Lawn Avenue	Bldg. 4, Suite 400		Dallas	TX	75207	
WINSTEAD P.C.		2728 N Harwood Street	Suite 500		Dallas	TX	75201-1743	
WINSTEAD P.C.		5400 RENAISSANCE TOWER	1201 ELM ST		Dallas	TX	75270	
Winston & Strawn LLP		2121 North Pearl Street	Suite 900		Dallas	TX	75201	
Wired		PO Box 37704			Boone	IA	50037-0704	
Wisconsin Office of Comm of Securities	Division of Securities	201 West Washington Avenue, Suite 300			Madison	WI	53703	
WISE, CHRIS		Address Redacted						
Wiseman & Hoffman		460 Park Ave South, 4th Flr			New York	NY	10016	
WISER, JASON		Address Redacted						
Withers Bergman LLP		157 Church Street, 12th Floor	PO Box 426		New Haven	CT	06502	
Withers Bergman LLP		PO Box 1685			New Haven	CT	06507	
WM Fund Associates Co., Ltd.		Kakimi Kojimachi Annex Bldg 6F	3-2 Kojimachi, Chiyoda-ku		Tokyo		102-0083	JAPAN
Wolters Kluwer Legal & Regulatory US		PO Box 71882			Chicago	IL	60694-1882	
Wombat Security Technologies		3030 Penn Avenue	Suite 200		Pittsburgh	PA	15201	
Womens Auxiliary Childrens-Six Flags	Attn Jenny Garberding	7315 Centenary Ave			Dallas	TX	75225	
Womens Auxiliary Childrens-Six Flags	Attn Robin Wilson, Treasurer	7506 Greenbrier			Dallas	TX	75225	
Wonderlic		1795 N. Butterfield Rd			Libertyville	IL	60048-1212	
WOOD, HANNAH		Address Redacted						
Woodall Rodgers Park Foundation	Attn Erika White	1909 Woodall Rodgers Fwy	Suite 403		Dallas	TX	75201	
Woodbury Financial Services, Inc.	Attn Reimb Processing	PO Box 64284			Saint Paul	MN	55164	
Woodruff-Sawyer & Co.		PO Box 45057			San Francisco	CA	94145-9950	
WOOTTON, JENNIFER		Address Redacted						
World Affairs Council		325 N. St. Paul St.	Suite 4200		Dallas	TX	75201	
World Data Products		M & I 196 PO Box 1414			Minneapolis	MN	55480-1414	
Worldwide Financial Solutions		16140 Northcross Drive			Huntersville	NC	28078	
Worldwide Insurance Services	Attn INDIVIDUAL UNDERWRITING DEPT	100 MATSONFORD RD	STE 100		Radnor	PA	19087	
WQ International Ltd.		Victoria Place. 31 Victoria Street			Hamilton		0HM10	BERMUDA
Wright Wealth Management		3181 Clearwater Dr.	Ste A		Prescott	AZ	86305	
Wrights Media		2407 Timberloch Place	Suite B		The Woodlands	TX	77380-1039	
Wurz, Brandon		Address Redacted						
Wyoming Secretary of State		Securities Division, State Capitol Bldg	2020 Carey Avenue, Suite 700		Cheyenne	WY	82001	
Xact Data Discovery -DATX		5800 Foxridge Dr	Suite 406		Mission	KS	66202	
Xerox Corporation		2553 Collections Center Dr.			Chicago	IL	60693	
Xerox Corporation		PO Box 650361			Dallas	TX	75265-0361	
Xerox Corporation		PO Box 7405			Pasadena	CA	91109-7405	
Xerox Corporation		PO Box 802555			Chicago	IL	60680-2555	
Xerox Corporation		PO Box 827598			Philadelphia	PA	19182-7598	
Xignite, Inc		1825 South Grant St	Suite 100		San Mateo	CA	94404	
Xignite, Inc		Dept 3344	PO Box 123344		Dallas	TX	75312-3344	
XIOTECH CORPORATION		DEPT CH 17326			Palentine	IL	60055-7326	
XO Communications		PO Box 530471			Atlanta	GA	30353-0471	
XPISTI LLC		2807 Allen Street # 382			Dallas	TX	75204	
Xtract Research		330 Hudson Street	4th Floor		New York	NY	10013	
YAGNISIS, AIRLIA		Address Redacted						
YANG, JOHN		Address Redacted						
YAROSLAV JERRY LVOVICH		321 E 90th ST, APT 3A			New York	NY	10128	
Yehia, Josef		Address Redacted						
Yelibelly, Inc.		2364 Northwest Pkwy			Southlake	TX	76092	
YINGHUI HE		524 WOODEN AVE			S Plainfield	NJ	07080	
YMCA of Metropolitan Dallas		5101 Tennyson Pkwy.			Plano	TX	75024	
YOON, CHRISTOPHER K.		Address Redacted						
York & Chapel, Corp.		2 Trap Falls Road	Suite 410		Shelton	CT	06484	
YOUNG CONAWAY STARGATT & TAYLOR, LLP	Bruce L. Silverstein	Elena C. Norman	1000 North King Street		Wilmington	DE	19801	
Young Life	C/O Lee Anne Bingham	3304 Beckham Ct			Plano	TX	75075	
YOUNG LIFE ALBUQUERQUE		PO BOX 91894			Albuquerqe	NM	87199-1894	
YOUNG LIFE, NORTH CENTRAL TEXAS		11300 N CENTRAL EXPWY	STE 600		Dallas	TX	75243	
Young Womens Preparatory Network		1722 Routh Street	Suite 720		Dallas	TX	75201	
Young, Priya		Address Redacted						

Creditor Matrix

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
YTAC-Dallas		2807 Allen St., Box 347			Dallas	TX	75204	
Zacks Investment Research, Inc.		111 North Canal Street	Suite 1101		Chicago	IL	60606	
ZANG, WEIJUN		Address Redacted						
ZARIN, GREGORY		Address Redacted						
Zayo Group, LLC		PO Box 952136			Dallas	TX	75395-2136	
Zenprise Inc		6120 Stevenson Blvd			Fremont	CA	94538	
ZEPHYR ASSOCIATES		4 Westchester Park Dr	2nd Floor		White Plains	NY	10604	
ZEPHYR ASSOCIATES		Dept 2215	PO Box 2121		Memphis	TN	38159	
ZEPHYR ASSOCIATES		PO Box 12368	312 Dorla Court	Suite 204	Zephyr Cove	NV	89448	
ZEPHYR ASSOCIATES		P.O. Box 2153	Dept. 1899		Birmingham	AL	35287-1899	
ZEPHYR ASSOCIATES		PO Box 416014			Boston	MA	02241-6014	
ZIEGENHAGEN, RANDALL		Address Redacted						
ZIEGLER, JASON		Address Redacted						
ZIMMERMANN, JOHN		Address Redacted						
ZOHO Corporation		4900 Hopyard Road	Suite 310		Pleasanton	CA	94588-7100	
ZOHO Corporation		File No #31469	PO Box 60000		San Francisco	CA	94160	
ZOHO Corporation		PO Box 742760			Los Angeles	CA	90074-2760	
Zosel, August		Address Redacted						
Zuckerman Spaeder LLP		1800 M Street NW			Washington	DC	20036-5802	
Zuluaga, Juan Camilo		Address Redacted						
Zurich North America		8712 Innovation Way			Chicago	IL	60682-0087	
Zurich North America	Attn HOWARD BULGATZ	8745 PAYSPHERE CIRCLE			Chicago	IL	60674	
Zyrka		1408 N. Riverfront Blvd. #106			Dallas	TX	75207	

EXHIBIT

O

PACHULSKI STANG ZIEHL & JONES LLP
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Counsel and Proposed Counsel for the Debtor and Debtor-in-Possession

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

In re:	§	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P.,[1]	§	Case No. 19-34054-sgj11
Debtor.	§	Related to Docket No. 281

NOTICE OF FINAL TERM SHEET

TO: (a) the Office of the United States Trustee; (b) the Office of the United States Attorney for the Northern District of Texas; (c) counsel to the Committee; (d) the Debtor's principal secured parties; and (e) parties requesting notice pursuant to Bankruptcy Rule 2002.

[1] The Debtor's last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.

PLEASE TAKE NOTICE that on January 9, 2020, the Court held a hearing (the "Hearing") on that certain *Motion of the Debtor for Approval of Settlement with the Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course* [Dkt. No. 281] (the "Motion") filed by Highland Capital Management, L.P., the debtor and debtor-in-possession (collectively, the "Debtor") in the above-captioned chapter 11 bankruptcy case (the "Case").

PLEASE TAKE FURTHER NOTICE that at the Hearing, the Debtor presented to the Court an amended and modified version of the Term Sheet (as defined in the Motion) and the exhibits thereto (collectively, the "Amended Term Sheet").

PLEASE TAKE FURTHER NOTICE that the Amended Term Sheet is attached hereto as **Exhibit A.**

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Dated: January 14, 2020.

PACHULSKI STANG ZIEHL & JONES LLP

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(*admitted pro hac vice*)
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-and-

HAYWARD & ASSOCIATES PLLC

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

EXHIBIT "A"

Highland Capital Management, L.P.

Preliminary Term Sheet

This term sheet ("Term Sheet") outlines the principal terms of a proposed settlement between Highland Capital Management, L.P. (the "Debtor") and the Official Committee of Unsecured Creditors (the "Committee") in the chapter 11 case captioned In re Highland Capital Mgm't, L.P, Case No. 19-34054 (SGJ) (the "Chapter 11 Case"), pending in the Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court"), to resolve a good faith dispute between the parties related to the Debtor's corporate governance, and specifically, the Committee's various objections to certain relief being sought by the Debtors in the Chapter 11 Case [Del. Docket No. 125]. *This Term Sheet shall be subject to approval by the Bankruptcy Court.*

Topic	Proposed Terms
Parties	Highland Capital Management, L.P. (the "Debtor"). The Official Committee of Unsecured Creditors of Highland Capital Management, L.P. (the "Committee").
Independent Directors	The Debtor's general partner, Strand Advisors, Inc., will appoint the following three (3) independent directors (the "Independent Directors"): James Seery, John Dubel, and Judge Russell Nelms. The Independent Directors will be granted exclusive control over the Debtor and its operations. Among other things, the Independent Directors shall conduct a review of all current employees as soon as practicable following the Independent Directors' appointment, determine whether and which employees should be subject to a key employee retention plan and/or key employee incentive plan and, if applicable, propose plan(s) covering such employees. The appointment and powers of the Independent Directors and the corporate governance structure shall be pursuant to the documents attached hereto as **Exhibit A**, which documents shall be satisfactory to the Committee. Once appointed, the Independent Directors (i) cannot be removed without the Committee's written consent or Order of the Court, and (ii) may be removed and replaced at the Committee's direction upon approval of the Court (subject in all respects to the right of any party in interest, including the Debtor and the Independent Directors, to object to such removal and replacement). The Independent Directors shall be compensated in a manner to be determined with an understanding that the

	source of funding, whether directly or via reimbursement, will be the Debtor. As soon as practicable after their appointments, the Independent Directors shall, in consultation with the Committee, determine whether an interim Chief Executive Officer (the "CEO") should be appointed for the Debtor. If the Independent Directors determine that appointment of a CEO is appropriate, the Independent Directors shall appoint a CEO acceptable to the Committee as soon as practicable, which may be one of the Independent Directors. Once appointed, the CEO cannot be removed without the Committee's written consent or Order of the Court. The Committee shall have regular, direct access to the Independent Directors, provided, however that (1) if the communications include FTI Consulting Inc. ("FTI"), Development Specialists Inc. ("DSI") shall also participate in such communications; and (2) if the communications include counsel, then either Debtor's counsel or, if retained, counsel to the Independent Directors shall also participate in such communications.
Role of Mr. James Dondero	Upon approval of this Term Sheet by the Bankruptcy Court, Mr. Dondero will (1) resign from his position as a Board of Director of Strand Advisors, Inc., (2) resign as an officer of Strand Advisors, Inc., and (3) resign as President and CEO of the Debtor, and (4) will remain as an employee of the Debtor, including maintaining his title as portfolio manager for all funds and investment vehicles for which he currently holds that title; provided, however, that Mr. Dondero's responsibilities in such capacities shall in all cases be as determined by the Independent Directors and Mr. Dondero shall receive no compensation for serving in such capacities. Mr. Dondero's role as an employee of the Debtor will be subject at all times to the supervision, direction and authority of the Independent Directors. In the event the Independent Directors determine for any reason that the Debtor shall no longer retain Mr. Dondero as an employee, Mr. Dondero agrees to resign immediately upon such determination. Mr. Dondero shall not cause any Related Entity to terminate any agreements with the Debtor.
CRO	DSI shall, subject to approval of the Bankruptcy Court, be retained as chief restructuring officer ("CRO") to the

	Debtor and report to and be directed by the Independent Directors and, if and once appointed, the CEO. The retention and scope of duties of DSI shall be pursuant to the Further Amended Retention Agreement, attached hereto as **Exhibit B**. DSI and all other Debtor professionals shall serve at the direction of the CEO, if any, and the Independent Directors.
Estate Claims	The Committee is granted standing to pursue any and all estate claims and causes of action against Mr. Dondero, Mr. Okada, other insiders of the Debtor, and each of the Related Entities, including any promissory notes held by any of the foregoing (collectively, the "Estate Claims"); provided, however, that the term Estate Claims will not include any estate claim or cause of action against any then-current employee of the Debtor other than Mr. Dondero.
Document Management, Preservation, and Production	The Debtor shall be subject to and comply with the document management, preservation, and production requirements attached hereto as **Exhibit C**, which requirements cannot be modified without the consent of the Committee or Court order (the "Document Production Protocol"). Solely with respect to the investigation and pursuit of Estate Claims, the document production protocol will acknowledge that the Committee will have access to the privileged documents and communications that are within the Debtor's possession, custody, or control ("Shared Privilege"). With respect to determining if any particular document is subject to the Shared Privilege, the following process shall be followed: (i) the Committee will request documents from the Debtor, (ii) the Debtor shall log all documents requested but withheld on the basis of privilege, (iii) the Debtor shall not withhold documents it understands to be subject to the Shared Privilege; (iv) the Committee will identify each additional document on the log that the Committee believes is subject to the Shared Privilege, and (v) a special master or other third party neutral agreed to by the Committee and the Debtor shall make a determination if such documents are subject to the Shared Privilege. The Committee further agrees that the production of any particular document by

	the Debtor under this process will not be used as a basis for a claim of subject matter waiver.
Reporting Requirements	The Debtor shall be subject to and comply with the reporting requirements attached hereto as **Exhibit D**, which reporting requirements cannot be modified without the consent of the Committee or Court order (the "Reporting Requirements").
Plan Exclusivity	The Independent Directors may elect to waive the Debtor's exclusive right to file a plan under section 1121 of the Bankruptcy Code.
Operating Protocols	The Debtor shall comply with the operating protocols set forth in **Exhibit D** hereto, regarding the Debtor's operation in the ordinary course of business, which protocols cannot be modified without the consent of the Committee or Court order.
Reservation of Rights	This agreement is without prejudice to the Committee's rights to, among other things, seek the appointment of a trustee or examiner at a later date. Nothing herein shall constitute or be construed as a waiver of any right of the Debtor or any other party in interest to contest the appointment of a trustee or examiner, and all such rights are expressly reserved.

Exhibit A

Debtor's Corporate Governance Documents

WRITTEN CONSENT OF SOLE STOCKHOLDER AND DIRECTOR

OF

STRAND ADVISORS, INC.

January 9, 2020

Pursuant to the provisions of the General Corporation Law of the State of Delaware (the "DGCL") and consistent with the provisions of the Certificate of Incorporation (the "Certificate") and Bylaws (the "Bylaws") of Strand Advisors, Inc., a Delaware corporation (the "Company"), the undersigned, being the holder of all of the issued and outstanding shares of common stock, par value $0.01 per share, of the Company and the sole director of the Company (the "Stockholder"), acting by written consent without a meeting pursuant to Section 228 of the DGCL and Article IV, Section 6, and Article XII of the Bylaws, does hereby consent to the adoption of the following resolutions and to the taking of the actions contemplated thereby, in each case with the same force and effect as if presented to and adopted at a meeting of the stockholders:

I. AMENDMENT OF BYLAWS

WHEREAS, it is acknowledged that the Board of Directors of the Company (the "Board") has heretofore been fixed at one (1) and that the Board currently consists of James Dondero;

WHEREAS, pursuant to Article XII of the Bylaws, the Stockholder wishes to amend the Bylaws in the manner set forth on **Appendix A** hereto (the "Bylaws Amendment") to increase the size of the Board from one (1) to three (3) directors, and to add certain provisions respecting director qualifications and the removal of directors; and

NOW, THEREFORE, BE IT RESOLVED, that the Bylaws Amendment is hereby authorized and approved, and the Board is increased from one (1) to three (3) directors;

RESOLVED FURTHER, that any officer of the Company is authorized to take any such actions as may be required to effectuate the Bylaws Amendment; and

RESOLVED FURTHER, that any action taken by any officer of the Company on or prior to the date hereof to effectuate such Bylaws Amendment is hereby authorized and affirmed.

II. ELECTION OF DIRECTORS

WHEREAS, the Stockholder desires to appoint James Seery, John Dubel, and Russell Nelms to the Board and desires that such individuals constitute the whole Board;

NOW, THEREFORE, BE IT RESOLVED, that James Seery, John Dubel, and Russell Nelms, having consented to act as such, be, and each of them hereby is, appointed as a director, to serve as a director of the Company and to hold such office until such director's respective successor shall have been duly elected or appointed and shall qualify, or until such director's death, resignation or removal;

RESOLVED FURTHER, that any officer of the Company is authorized to take any such actions as

may be required to effectuate the appointment of the foregoing directors, including executing an indemnification agreement in favor of such directors in substantially the form attached hereto as **Appendix B** (each, an "Indemnification Agreement");

RESOLVED FURTHER, that any action taken by any officer of the Company on or prior to the date hereof to effectuate the appointment of such directors, including the execution of an Indemnification Agreement, is hereby authorized and affirmed.

RESOLVED FURTHER, that James Dondero and any other directors of the Company are hereby removed as directors of the Company;

RESOLVED FURTHER, that the directors appointed pursuant to these resolutions shall, pursuant to the terms of the Bylaws, appoint a Chairman of the Board.

III. STIPULATION WITH THE BANKRUPTCY COURT

WHEREAS, on October 16, 2019, Highland Capital Management, L.P. ("HCMLP") filed for chapter 11 bankruptcy protection in the Bankruptcy Court for the District of Delaware, Case No. 19-12239 (CSS) (the "Bankruptcy Case");

WHEREAS, the Company is the general partner for HCMLP;

WHEREAS, the Bankruptcy Case was transferred to the Bankruptcy Court for the Northern District of Texas, Case No. 19-34054-sgj11 (the "Texas Court") by order of the Bankruptcy Court for the District of Delaware on December 4, 2019;

WHEREAS, the Company and the Stockholder wish to enter into a stipulation (the "Stipulation") with HCMLP and the Official Unsecured Creditors Committee appointed in the Bankruptcy Case (the "Committee"), such Stipulation to be approved by the Texas Court, whereby the Stockholder will agree (a) not to transfer or assign his shares in the Company or exercise the voting power of such shares to remove any member of the Board appointed pursuant to these resolutions or further change the authorized number of directors from three (3) directors; (b) to exercise the voting power of his shares so as to cause each member of the Board appointed by these resolutions to be re-elected upon the expiration of his or her term; (c) upon the death, disability, or resignation of a member of the Board, will exercise the voting power of such shares so as to cause the resulting vacancy to be filled by a successor that is both independent and (i) acceptable to the Stockholder and the Committee or (ii) selected by the remaining members of the Board; and (d) not take any action or exercise the voting power of such shares in any way that is inconsistent with the term sheet agreed to by HCMLP and the Committee and any order of the Texas Court approving such agreement and compromise between HCMLP and the Committee;

WHEREAS, for purposes of the Stipulation, "independent" would exclude the Stockholder, any affiliate of the Stockholder, and any member of management of the Company; and

WHEREAS, it is in the intent of the parties that the Stipulation will no longer be effective or bind the Company or the Stockholder following the termination of the Bankruptcy Case.

NOW, THEREFORE, BE IT RESOLVED, that the Company is authorized to take such actions as may be necessary to enter into and effectuate the Stipulation in the manner and on the terms set forth above, including, but not limited to, further amending the Certificate, Bylaws, or any other corporate governance documents; and

RESOLVED FURTHER, that Scott Ellington, as an officer of the Company, is authorized to take any such actions as may be required to enter into and effectuate the Stipulation in the manner set forth herein; and

RESOLVED FURTHER, that any action taken by Scott Ellington or any other officer of the Company on or prior to the date hereof to effectuate such Stipulation is hereby authorized and affirmed.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the respective date and year first appearing above.

STOCKHOLDER:

_____
James Dondero

[Signature Page to Written Consent of Sole Stockholder of Strand Advisors, Inc.]

First Amendment to Bylaws of
Strand Advisors, Inc.

Strand Advisors, Inc. (the "Company"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify that the Company's sole stockholder, acting by written consent without a meeting, resolved to amend the Company's Bylaws (the "Bylaws") as follows:

1. Article III, Section 2, of the Bylaws is hereby deleted in its entirety and replaced with the following:

> Section 2. Number of Directors. The number of directors which shall constitute the whole Board shall be three (3).

2. Article III, Section 5, of the Bylaws is hereby deleted in its entirety and replaced with the following:

> Section 5. Director Qualifications. Each director appointed to serve on the Board shall (A) (i) be an independent director, (ii) not be affiliated with the corporation's stockholders, and (iii) not be an officer of the corporation; and (B) have been (x) nominated by the official committee of unsecured creditors (the "Committee") appointed in the chapter 11 bankruptcy of Highland Capital Management, L.P. (the "Debtor") currently pending in the United States Bankruptcy Court for the Northern District of Texas (the "Court"), Case No. 19-34054-sgj11 and reasonably acceptable to the stockholders; (y) nominated by the stockholders and acceptable to the Committee; or (z) selected by the duly appointed independent directors.

3. The following shall be added as Section 6 to Article III of the Bylaws:

> Section 6. Removal of Directors. Once appointed, the independent directors (i) cannot be removed without the Committee's written consent or Order of the Court, and (ii) may be removed and replaced at the Committee's direction upon approval of the Court (subject in all respects to the right of any party in interest, including the Debtor and the independent directors, to object to such removal and replacement).

Except as expressly amended hereby, the terms of the Company's Bylaws shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this amendment to be signed this 9th day of January, 2020.

STRAND ADVISORS, INC.

_____

By: Scott Ellington
Its: Secretary

INSERT STRAND ADVISORS, INC. LETTERHEAD

[_____]

[NAME]
[ADDRESS]
[ADDRESS]
[ADDRESS]

Re: Strand Advisors, Inc. – Director Agreement

Dear [_____]:

On behalf of Strand Advisors, Inc. (the "Company"), I am pleased to have you join the Company's Board of Directors. This letter sets forth the terms of the Director Agreement (the "Agreement") that the Company is offering to you.

1. APPOINTMENT TO THE BOARD OF DIRECTORS.

a. Title, Term and Responsibilities.

i. Subject to terms set forth herein, the Company agrees to appoint you to serve as a Director on the Company's Board of Directors (the "Board"), and you hereby accept such appointment the date you sign this Agreement (the "Effective Date"). You will serve as a Director of the Board from the Effective Date until you voluntarily resign, are removed from the Board, or are not re-elected (the "Term"). Your rights, duties and obligations as a Director shall be governed by the Certificate of Incorporation and Bylaws of the Company, each as amended from time to time (collectively, the "Governing Documents"), except that where the Governing Documents conflict with this Agreement, this Agreement shall control.

ii. You acknowledge and understand that the Company is the general partner of Highland Capital Management, L.P. ("HCMLP") and that HCMLP is currently the debtor in possession in a chapter 11 bankruptcy proceeding (the "Bankruptcy") pending in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court"). Your rights, duties, and obligations may in certain instances require your involvement, either directly or indirectly, in the Bankruptcy and such rights, duties, and obligations may be impacted in whole or in part by the Bankruptcy.

b. Mandatory Board Meeting Attendance. As a Director, you agree to apply all reasonable efforts to attend each regular meeting of the Board. You also agree to devote sufficient time to matters that may arise at the Company from time to time that require your attention as a Director.

c. Independent Contractor. Under this Agreement, your relationship with the Company will be that of an independent contractor as you will not be an employee of the Company nor eligible to participate in regular employee benefit and compensation plans of the Company.

d. Information Provided by the Company. The Company shall: (i) provide you with reasonable access to management and other representatives of the Company and HCMLP; and (ii) furnish all data, material, and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Company and HCMLP that you request in connection with the services to be provided to the Company. You will rely, without further independent verification,

on the accuracy and completeness of all publicly available information and information that is furnished by or on behalf of the Company and otherwise reviewed by you in connection with the services performed for the Company. The Company acknowledges and agrees that you are not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein, provided that if you become aware of material inaccuracies or errors in any such information you shall promptly notify the Board of such errors, inaccuracies or concerns.

2. COMPENSATION AND BENEFITS.

a. Retainer. The Company will pay you a retainer for each month you serve on the Board (the "Retainer") to be paid in monthly installments of (a) $60,000 for each of the first three months, (b) $50,000 for each of the next three months, and (c) $30,000 for each of the following six months. The parties will re-visit the Retainer after the sixth month. The Company's obligation to pay the Retainer will cease upon the termination of the Term.

b. Expense Reimbursement. The Company will reimburse you for all reasonable travel or other expenses, including expenses of counsel, incurred by you in connection with your services hereunder, in accordance with the Company's expense reimbursement policy as in effect from time to time.

c. Invoices; Payment.

i. In order to receive the compensation and reimbursement set forth in this Section 2, you are required to send to the Company regular monthly invoices indicating your fees, costs, and expenses incurred. Payment of the Retainer will be due on the first business day of each month regardless of whether an invoice has been provided. Reimbursement of expenses will also occur on the first business day of each month, subject to the Company's receipt of appropriate documentation required by the Company's expenses reimbursement policy.

ii. You further agree that the Company's obligation to pay the compensation and reimbursement set forth in this Section 2 is conditioned in all respects on the entry of a final order in the court overseeing the Bankruptcy that authorizes and requires HCMLP to reimburse the Company for all such payments to you.

d. Indemnification; D&O Insurance. You will receive indemnification as a Director of the Company on the terms set forth in that certain Indemnification Agreement, dated [_____], a copy of which is attached hereto as **Appendix A** (the "Indemnification Agreement"). You will also be provided coverage under the Company's directors' and officers' insurance policy as set forth in the Indemnification Agreement.

e. Tax Indemnification. You acknowledge that the Company will not be responsible for the payment of any federal or state taxes that might be assessed with respect to the Retainer and you agree to be responsible for all such taxes.

3. PROPRIETARY INFORMATION OBLIGATIONS.

a. Proprietary Information. You agree that during the Term and thereafter that you will take all steps reasonably necessary to hold all information of the Company, its affiliates, and related entities, which a reasonable person would believe to be confidential or proprietary information, in trust and confidence, and not disclose any such confidential or proprietary information to any third party without first obtaining the Company's express written consent on a case-by-case basis.

b. Third Party Information. The Company has received and will in the future receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. You agree to hold such Third Party Information in confidence and not to disclose it to anyone (other than Company personnel who need to know such information in connection with their work for Company) or to use, except in connection with your services for Company under this Agreement, Third Party Information unless expressly authorized in writing by the Company.

c. Return of Company Property. Upon the end of the Term or upon the Company's earlier request, you agree to deliver to the Company any and all notes, materials and documents, together with any copies thereof, which contain or disclose any confidential or proprietary information or Third Party Information.

4. OUTSIDE ACTIVITIES.

a. Investments and Interests. Except as permitted by Section 4(b), you agree not to participate in, directly or indirectly, any position or investment known by you to be materially adverse to the Company or any of its affiliates or related entities.

b. Activities. Except with the prior written consent of the Board, you will not during your tenure as a member of the Company's Board undertake or engage in any other directorship, employment or business enterprise in direct competition with the Company or any of its affiliates or related entities, other than ones in which you are a passive investor or other activities in which you were a participant prior to your appointment to the Board as disclosed to the Company.

c. Other Agreements. You agree that you will not disclose to the Company or use on behalf of the Company any confidential information governed by any agreement between you and any third party except in accordance with such agreement.

5. TERMINATION OF DIRECTORSHIP.

a. Voluntary Resignation, Removal Pursuant to Bylaws. You may resign from the Board at any time with or without advance notice, with or without reason. Subject to any orders or agreements entered into in connection with the Bankruptcy, you may be removed from the Board at any time, for any reason, in any manner provided by the Governing Documents and applicable law.

b. Continuation. The provisions of this Agreement that give the parties rights or obligations beyond the termination of this Agreement will survive and continue to bind the parties.

c. Payment of Fees; Reimbursement. Following termination of this Agreement, any undisputed fees and expenses due to you will be remitted promptly following receipt by the Company of any outstanding invoices.

6. GENERAL PROVISIONS.

a. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal or unenforceable such provision will be reformed, construed and enforced to render it valid, legal, and enforceable consistent with the intent of the parties insofar as possible.

b. Entire Agreement. This Agreement constitutes the entire agreement between you and the Company with respect to your service as a Director and supersedes any prior agreement, promise, representation or statement written between you and the Company with regard to this subject matter. It is entered into without reliance on any promise, representation, statement or agreement other than those expressly contained or incorporated herein, and it cannot be modified or amended except in a writing signed by the party or parties affected by such modification or amendment.

c. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by you and the Company and our respective successors, assigns, heirs, executors and administrators, except that you may not assign any of your rights or duties hereunder.

d. Governing Law. This Agreement will be governed by the law of the State of Delaware as applied to contracts made and performed entirely within Delaware.

We are all delighted to be able to extend you this offer and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this Agreement below.

Sincerely,

STRAND ADVISORS, INC.

By: Scott Ellington
Its: Secretary

[Signature Page Follows]

ACCEPTED AND AGREED:

_____
[NAME]
Date: _____

INDEMNIFICATION AND GUARANTY AGREEMENT

This Indemnification and Guaranty Agreement ("**Agreement**"), dated as of [_____], is by and between STRAND ADVISORS, INC., a Delaware corporation (the "**Company**"), HIGHLAND CAPITAL MANAGEMENT, LP, a Delaware partnership (the "**Debtor**") (solely as to Section 29 hereunder), and [_____] (the "**Indemnitee**").

WHEREAS, the Company is the general partner of the Debtor and, in such capacity, manages the business affairs of the Debtor;

WHEREAS, Indemnitee has agreed to serve as a member of the Company's board of directors (the "**Board**") effective as of the date hereof;

WHEREAS, the Board has determined that enhancing the ability of the Company, on its own behalf and for the benefit of the Debtor, to retain and attract as directors the most capable Persons is in the best interests of the Company and the Debtor and that the Company and the Debtor therefore should seek to assure such Persons that indemnification and insurance coverage is available; and

WHEREAS, in recognition of the need to provide Indemnitee with protection against personal liability, in order to procure Indemnitee's service as a director of the Company, in order to enhance Indemnitee's ability to serve the Company in an effective manner and in order to provide such protection pursuant to express contract rights (intended to be enforceable irrespective of, among other things, any amendment to the Company's Bylaws (as may be amended further from time to time, the "**Bylaws**"), any change in the composition of the Board or any change in control, business combination or similar transaction relating to the Company), the Company wishes to provide in this Agreement for the indemnification of, and the advancement of Expenses (as defined in Section 1(g) below) to, Indemnitee as set forth in this Agreement and for the coverage of Indemnitee under the Company's directors' and officers' liability or similar insurance policies ("**D&O Insurance**").

NOW, THEREFORE, in consideration of the foregoing and the Indemnitee's agreement to provide services to the Company, the parties (including the Debtor solely as to Section 29 hereunder) agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Change in Control**" means the occurrence of any of the following: (i) the direct or indirect sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions (including any merger or consolidation or whether by operation of law or otherwise), of all or substantially all of the properties or assets of the Company and its subsidiaries, to a third party purchaser (or group of affiliated third party purchasers) or (ii) the consummation of any transaction (including any merger or consolidation or whether by operation of law or otherwise), the result of which is that a third party purchaser (or group of affiliated third party purchasers) becomes the beneficial

owner, directly or indirectly, of more than fifty percent (50%) of the then outstanding Shares or of the surviving entity of any such merger or consolidation.

(b) "**Claim**" means:

(i) any threatened, pending or completed action, suit, claim, demand, arbitration, inquiry, hearing, proceeding or alternative dispute resolution mechanism, or any actual, threatened or completed proceeding, including any and all appeals, in each case, whether brought by or in the right of the Company or otherwise, whether civil, criminal, administrative, arbitrative, investigative or other, whether formal or informal, and whether made pursuant to federal, state, local, foreign or other law, and whether or not commenced prior to the date of this Agreement, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of or relating to either (a) any action or alleged action taken by Indemnitee (or failure or alleged failure to act) or of any action or alleged action (or failure or alleged failure to act) on Indemnitee's part, while acting in his or her Corporate Status or (b) the fact that Indemnitee is or was serving at the request of the Company or any subsidiary of the Company as director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another Enterprise, in each case, whether or not serving in such capacity at the time any Loss or Expense is paid or incurred for which indemnification or advancement of Expenses can be provided under this Agreement, except one initiated by Indemnitee to enforce his or her rights under this Agreement; or

(ii) any inquiry, hearing or investigation that the Indemnitee determines might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism.

(c) "**Controlled Entity**" means any corporation, limited liability company, partnership, joint venture, trust or other Enterprise, whether or not for profit, that is, directly or indirectly, controlled by the Company. For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of an Enterprise, whether through the ownership of voting securities, through other voting rights, by contract or otherwise.

(d) "**Corporate Status**" means the status of a Person who is or was a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of the Company or of any other Enterprise which such Person is or was serving at the request of the Company or any subsidiary of the Company. In addition to any service at the actual request of the Company, Indemnitee will be deemed, for purposes of this Agreement, to be serving or to have served at the request of the Company or any subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another Enterprise if Indemnitee is or was serving as a director, officer, employee, partner, member, manager, fiduciary, trustee or agent of such Enterprise and (i) such Enterprise is or at the time of such service was a Controlled Entity, (ii) such Enterprise is or at the time of such service was an employee benefit plan (or related trust) sponsored or maintained by the Company or a Controlled Entity or (iii) the Company or a

Controlled Entity, directly or indirectly, caused Indemnitee to be nominated, elected, appointed, designated, employed, engaged or selected to serve in such capacity.

(e) "**Disinterested Director**" means a director of the Company who is not and was not a party to the Claim in respect of which indemnification is sought by Indemnitee. Under no circumstances will James Dondero be considered a Disinterested Director.

(f) "**Enterprise**" means the Company or any subsidiary of the Company or any other corporation, partnership, limited liability company, joint venture, employee benefit plan, trust or other entity or other enterprise of which Indemnitee is or was serving at the request of the Company or any subsidiary of the Company in a Corporate Status.

(g) "**Expenses**" means any and all expenses, fees, including attorneys', witnesses' and experts' fees, disbursements and retainers, court costs, transcript costs, travel expenses, duplicating, printing and binding costs, telephone charges, postage, fax transmission charges, secretarial services, delivery services fees, and all other fees, costs, disbursements and expenses paid or incurred in connection with investigating, defending, prosecuting, being a witness in or participating in (including on appeal), or preparing to defend, prosecute, be a witness or participate in, any Claim. Expenses also shall include (i) Expenses paid or incurred in connection with any appeal resulting from any Claim, including, without limitation, the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) for purposes of Section 4 only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(h) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, or any successor statute thereto, and the rules and regulations of the United States Securities and Exchange Commission promulgated thereunder.

(i) "**Expense Advance**" means any payment of Expenses advanced to Indemnitee by the Company pursuant to Section 4 or Section 5 hereof.

(j) "**Indemnifiable Event**" means any event or occurrence, whether occurring before, on or after the date of this Agreement, related to the fact that Indemnitee is or was a manager, director, officer, employee or agent of the Company or any subsidiary of the Company, or is or was serving at the request of the Company or any subsidiary of the Company as a manager, director, officer, employee, member, manager, trustee or agent of any other Enterprise or by reason of an action or inaction by Indemnitee in any such capacity (whether or not serving in such capacity at the time any Loss is incurred for which indemnification can be provided under this Agreement).

(k) "**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently performs, nor in the past three (3) years has performed, services for any of: (i) James Dondero, (ii) the

Company or Indemnitee (other than in connection with matters concerning Indemnitee under this Agreement or of other indemnitees under similar agreements), or (iii) any other party to the Claim giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any Person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(l) "**Losses**" means any and all Expenses, damages, losses, liabilities, judgments, fines (including excise taxes and penalties assessed with respect to employee benefit plans and ERISA excise taxes), penalties (whether civil, criminal or other), amounts paid or payable in settlement, including any interest, assessments, any federal, state, local or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Agreement and all other charges paid or payable in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness or participate in, any Claim.

(m) "**Person**" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity and includes the meaning set forth in Sections 13(d) and 14(d) of the Exchange Act.

(n) "**Shares**" means an ownership interest of a member in the Company, including each of the common shares of the Company or any other class or series of Shares designated by the Board.

(o) References to "**serving at the request of the Company**" include any service as a director, manager, officer, employee, representative or agent of the Company which imposes duties on, or involves services by, such director, manager, officer, employee or agent, including but not limited to any employee benefit plan, its participants or beneficiaries; and a Person who acted in good faith and in a manner he or she reasonably believed to be in and not opposed to the best interests of the Company in Indemnitee's capacity as a director, manager, officer, employee, representative or agent of the Company, including but not limited to acting in the best interest of participants and beneficiaries of an employee benefit plan will be deemed to have acted in a manner "**not opposed to the best interests of the Company**" as referred to under applicable law or in this Agreement.

2. Indemnification.

(a) Subject to Section 9 and Section 10 of this Agreement, the Company shall indemnify and hold Indemnitee harmless, to the fullest extent permitted by the laws of the State of Delaware in effect on the date hereof, or as such laws may from time to time hereafter be amended to increase the scope of such permitted indemnification, against any and all Losses and Expenses if Indemnitee was or is or becomes a party to or participant in, or is threatened to be made a party to or participant in, any Claim by reason of or arising in part out of an Indemnifiable Event, including, without limitation, Claims

brought by or in the right of the Company, Claims brought by third parties, and Claims in which the Indemnitee is solely a witness.

(b) For the avoidance of doubt, the indemnification rights and obligations contained herein shall also extend to any Claim in which the Indemnitee was or is a party to, was or is threatened to be made a party to or was or is otherwise involved in any capacity in by reason of Indemnitee's Corporate Status as a fiduciary capacity with respect to an employee benefit plan. In connection therewith, if the Indemnitee has acted in good faith and in a manner which appeared to be consistent with the best interests of the participants and beneficiaries of an employee benefit plan and not opposed thereto, the Indemnitee shall be deemed to have acted in a manner not opposed to the best interests of the Company.

3. Contribution.

(a) Whether or not the indemnification provided in Section 2 is available, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any Claim in which the Company is jointly liable with Indemnitee (or would be if joined in such Claim), the Company shall contribute to the amount of Losses paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors, managers or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such Claim), on the one hand, and Indemnitee, on the other hand, from the transaction or events from which such Claim arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors, managers or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such Claim), on the one hand, and Indemnitee, on the other hand, in connection with the transaction or events that resulted in such Losses, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors, managers or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such Claim), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(b) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors, managers or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(c) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes,

amounts paid or to be paid in settlement and/or for Expenses, in connection with any Claim relating to an Indemnifiable Event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Claim in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Claim; and/or (ii) the relative fault of the Company (and its directors, managers, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Advancement of Expenses. The Company shall, if requested by Indemnitee, advance, to the fullest extent permitted by law, to Indemnitee (an "**Expense Advance**") any and all Expenses actually and reasonably paid or incurred (even if unpaid) by Indemnitee in connection with any Claim arising out of an Indemnifiable Event (whether prior to or after its final disposition). Indemnitee's right to such advancement is not subject to the satisfaction of any standard of conduct. Without limiting the generality or effect of the foregoing, within thirty (30) business days after any request by Indemnitee, the Company shall, in accordance with such request, (a) pay such Expenses on behalf of Indemnitee, (b) advance to Indemnitee funds in an amount sufficient to pay such Expenses, or (c) reimburse Indemnitee for such Expenses. In connection with any request for Expense Advances, Indemnitee shall not be required to provide any documentation or information to the extent that the provision thereof would undermine or otherwise jeopardize attorney-client privilege. Execution and delivery to the Company of this Agreement by Indemnitee constitutes an undertaking by the Indemnitee to repay any amounts paid, advanced or reimbursed by the Company pursuant to this Section 4, the final sentence of Section 9(b), or Section 11(b) in respect of Expenses relating to, arising out of or resulting from any Claim in respect of which it shall be determined, pursuant to Section 9, following the final disposition of such Claim, that Indemnitee is not entitled to indemnification hereunder. No other form of undertaking shall be required other than the execution of this Agreement. Each Expense Advance will be unsecured and interest free and will be made by the Company without regard to Indemnitee's ability to repay the Expense Advance.

5. Indemnification for Expenses in Enforcing Rights. To the fullest extent allowable under applicable law, the Company shall also indemnify against, and, if requested by Indemnitee, shall advance to Indemnitee subject to and in accordance with Section 4, any Expenses actually and reasonably paid or incurred (even if unpaid) by Indemnitee in connection with any action or proceeding by Indemnitee for (a) indemnification or reimbursement or advance payment of Expenses by the Company under any provision of this Agreement, or under any other agreement or provision of the Bylaws now or hereafter in effect relating to Claims relating to Indemnifiable Events, and/or (b) recovery under any D&O Insurance maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification or insurance recovery, as the case may be. Indemnitee shall be required to reimburse the Company in the event that a final judicial determination is made that such action brought by Indemnitee was frivolous or not made in good faith.

6. Partial Indemnity. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of any Losses in respect of a Claim

related to an Indemnifiable Event but not for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

7. Notification and Defense of Claims.

(a) Notification of Claims. Indemnitee shall notify the Company in writing as soon as reasonably practicable of any Claim which could relate to an Indemnifiable Event or for which Indemnitee could seek Expense Advances, including a brief description (based upon information then available to Indemnitee) of the nature of, and the facts underlying, such Claim, to the extent then known. The failure by Indemnitee to timely notify the Company hereunder shall not relieve the Company from any liability hereunder except to the extent the Company's ability to participate in the defense of such claim was materially and adversely affected by such failure. If at the time of the receipt of such notice, the Company has D&O Insurance or any other insurance in effect under which coverage for Claims related to Indemnifiable Events is potentially available, the Company shall give prompt written notice to the applicable insurers in accordance with the procedures, provisions, and terms set forth in the applicable policies. The Company shall provide to Indemnitee a copy of such notice delivered to the applicable insurers, and copies of all subsequent correspondence between the Company and such insurers regarding the Claim, in each case substantially concurrently with the delivery or receipt thereof by the Company.

(b) Defense of Claims. The Company shall be entitled to participate in the defense of any Claim relating to an Indemnifiable Event at its own expense and, except as otherwise provided below, to the extent the Company so wishes, it may assume the defense thereof with counsel reasonably satisfactory to Indemnitee. After notice from the Company to Indemnitee of its election to assume the defense of any such Claim, the Company shall not be liable to Indemnitee under this Agreement or otherwise for any Expenses subsequently directly incurred by Indemnitee in connection with Indemnitee's defense of such Claim other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ its own legal counsel in such Claim, but all Expenses related to such counsel incurred after notice from the Company of its assumption of the defense shall be at Indemnitee's own expense; provided, however, that if (i) Indemnitee's employment of its own legal counsel has been authorized by the Company, (ii) Indemnitee has reasonably determined that there may be a conflict of interest between Indemnitee and the Company in the defense of such Claim, (iii) after a Change in Control, Indemnitee's employment of its own counsel has been approved by the Independent Counsel or (iv) the Company shall not in fact have employed counsel to assume the defense of such Claim, then Indemnitee shall be entitled to retain its own separate counsel (but not more than one law firm plus, if applicable, local counsel in respect of any such Claim) and all Expenses related to such separate counsel shall be borne by the Company.

8. Procedure upon Application for Indemnification. In order to obtain indemnification pursuant to this Agreement, Indemnitee shall submit to the Company a written request therefor, including in such request such documentation and information as

is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of the Claim, provided that documentation and information need not be so provided to the extent that the provision thereof would undermine or otherwise jeopardize attorney-client privilege. Indemnification shall be made insofar as the Company determines Indemnitee is entitled to indemnification in accordance with Section 9 below.

9. Determination of Right to Indemnification.

(a) Mandatory Indemnification; Indemnification as a Witness.

(i) To the extent that Indemnitee shall have been successful on the merits or otherwise in defense of any Claim relating to an Indemnifiable Event or any portion thereof or in defense of any issue or matter therein, including without limitation dismissal without prejudice, Indemnitee shall be indemnified against all Losses relating to such Claim in accordance with Section 2, and no Standard of Conduct Determination (as defined in Section 9(b)) shall be required.

(ii) To the extent that Indemnitee's involvement in a Claim relating to an Indemnifiable Event is to prepare to serve and serve as a witness, and not as a party, the Indemnitee shall be indemnified against all Losses incurred in connection therewith to the fullest extent allowable by law and no Standard of Conduct Determination (as defined in Section 9(b)) shall be required.

(b) Standard of Conduct. To the extent that the provisions of Section 9(a) are inapplicable to a Claim related to an Indemnifiable Event that shall have been finally disposed of, any determination of whether Indemnitee has satisfied any applicable standard of conduct under Delaware law that is a legally required condition to indemnification of Indemnitee hereunder against Losses relating to such Claim and any determination that Expense Advances must be repaid to the Company (a "**Standard of Conduct Determination**") shall be made as follows:

(i) if no Change in Control has occurred, (A) by a majority vote of the Disinterested Directors, even if less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum or (C) if there are no such Disinterested Directors, by Independent Counsel in a written opinion addressed to the Board, a copy of which shall be delivered to Indemnitee; and

(ii) if a Change in Control shall have occurred, (A) if the Indemnitee so requests in writing, by a majority vote of the Disinterested Directors, even if less than a quorum of the Board or (B) otherwise, by Independent Counsel in a written opinion addressed to the Board, a copy of which shall be delivered to Indemnitee.

Subject to Section 4, the Company shall indemnify and hold Indemnitee harmless against and, if requested by Indemnitee, shall reimburse Indemnitee for, or advance to Indemnitee, within thirty (30) business days of such request, any and all Expenses

incurred by Indemnitee in cooperating with the Person or Persons making such Standard of Conduct Determination.

(c) Making the Standard of Conduct Determination. The Company shall use its reasonable best efforts to cause any Standard of Conduct Determination required under Section 9(b) to be made as promptly as practicable. If the Person or Persons designated to make the Standard of Conduct Determination under Section 9(b) shall not have made a determination within ninety (90) days after the later of (A) receipt by the Company of a written request from Indemnitee for indemnification pursuant to Section 8 (the date of such receipt being the "**Notification Date**") and (B) the selection of an Independent Counsel, if such determination is to be made by Independent Counsel, then Indemnitee shall be deemed to have satisfied the applicable standard of conduct; provided that such 90-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the Person or Persons making such determination in good faith requires such additional time to obtain or evaluate information relating thereto. Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement of Indemnitee to indemnification under this Agreement shall be required to be made prior to the final disposition of any Claim.

(d) Payment of Indemnification. If, in regard to any Losses:

(i) Indemnitee shall be entitled to indemnification pursuant to Section 9(a);

(ii) no Standard of Conduct Determination is legally required as a condition to indemnification of Indemnitee hereunder; or

(iii) Indemnitee has been determined or deemed pursuant to Section 9(b) or Section 9(c) to have satisfied the Standard of Conduct Determination,

then the Company shall pay to Indemnitee, within thirty (30) business days after the later of (A) the Notification Date or (B) the earliest date on which the applicable criterion specified in clause (i), (ii) or (iii) is satisfied, an amount equal to such Losses.

(e) Selection of Independent Counsel for Standard of Conduct Determination. If a Standard of Conduct Determination is to be made by Independent Counsel pursuant to Section 9(b)(i), the Independent Counsel shall be selected by the Board and the Company shall give written notice to Indemnitee advising him of the identity of the Independent Counsel so selected. If a Standard of Conduct Determination is to be made by Independent Counsel pursuant to Section 9(b)(ii), the Independent Counsel shall be selected by Indemnitee, and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either case, Indemnitee or the Company, as applicable, may, within thirty (3) business days after receiving written notice of selection from the other, deliver to the other a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not satisfy the criteria set forth in the definition of "Independent Counsel" in Section 1(k), and the objection shall

set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the Person or firm so selected shall act as Independent Counsel. If such written objection is properly and timely made and substantiated, (i) the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit; and (ii) the non-objecting party may, at its option, select an alternative Independent Counsel and give written notice to the other party advising such other party of the identity of the alternative Independent Counsel so selected, in which case the provisions of the two immediately preceding sentences, the introductory clause of this sentence and numbered clause (i) of this sentence shall apply to such subsequent selection and notice. If applicable, the provisions of clause (ii) of the immediately preceding sentence shall apply to successive alternative selections. If no Independent Counsel that is permitted under the foregoing provisions of this Section 9(e) to make the Standard of Conduct Determination shall have been selected within twenty (20) days after the Company gives its initial notice pursuant to the first sentence of this Section 9(e) or Indemnitee gives its initial notice pursuant to the second sentence of this Section 9(e), as the case may be, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware ("**Delaware Court**") to resolve any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or to appoint as Independent Counsel a Person to be selected by the Court or such other Person as the Court shall designate, and the Person or firm with respect to whom all objections are so resolved or the Person or firm so appointed will act as Independent Counsel. In all events, the Company shall pay all of the reasonable fees and expenses of the Independent Counsel incurred in connection with the Independent Counsel's determination pursuant to Section 9(b).

(f) Presumptions and Defenses.

(i) Indemnitee's Entitlement to Indemnification. In making any Standard of Conduct Determination, the Person or Persons making such determination shall presume that Indemnitee has satisfied the applicable standard of conduct and is entitled to indemnification, and the Company shall have the burden of proof to overcome that presumption and establish that Indemnitee is not so entitled. Any Standard of Conduct Determination that is adverse to Indemnitee may be challenged by the Indemnitee in the Delaware Court. No determination by the Company (including by its Board or any Independent Counsel) that Indemnitee has not satisfied any applicable standard of conduct may be used as a defense to enforcement by Indemnitee of Indemnitee's rights of indemnification or reimbursement or advance of payment of Expenses by the Company hereunder or create a presumption that Indemnitee has not met any applicable standard of conduct.

(ii) Reliance as a Safe Harbor. For purposes of this Agreement, and without creating any presumption as to a lack of good faith if the following circumstances do not exist, Indemnitee shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company if Indemnitee's actions or omissions to act are taken in good faith reliance upon the records of the Company, including its financial statements, or upon information, opinions, reports

or statements furnished to Indemnitee by the officers or employees of the Company or any of its subsidiaries in the course of their duties, or by committees of the Board or by any other Person (including legal counsel, accountants and financial advisors) as to matters Indemnitee reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company. In addition, the knowledge and/or actions, or failures to act, of any director, manager, officer, agent or employee of the Company (other than Indemnitee) shall not be imputed to Indemnitee for purposes of determining the right to indemnity hereunder.

(iii) Defense to Indemnification and Burden of Proof. It shall be a defense to any action brought by Indemnitee against the Company to enforce this Agreement (other than an action brought to enforce a claim for Losses incurred in defending against a Claim related to an Indemnifiable Event in advance of its final disposition) that it is not permissible under applicable law for the Company to indemnify Indemnitee for the amount claimed. In connection with any such action or any related Standard of Conduct Determination, the burden of proving such a defense or that the Indemnitee did not satisfy the applicable standard of conduct shall be on the Company.

10. Exclusions from Indemnification. Notwithstanding anything in this Agreement to the contrary, the Company shall not be obligated to:

(a) indemnify or advance funds to Indemnitee for Losses with respect to proceedings initiated by Indemnitee, including any proceedings against the Company or its managers, officers, employees or other indemnitees and not by way of defense, except:

(i) proceedings referenced in Section 4 above (unless a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such proceeding was not made in good faith or was frivolous); or

(ii) where the Company has joined in or the Board has consented to the initiation of such proceedings.

(b) indemnify Indemnitee if a final decision by a court of competent jurisdiction determines that such indemnification is prohibited by applicable law.

(c) indemnify Indemnitee for the disgorgement of profits arising from the purchase or sale by Indemnitee of securities of the Company in violation of Section 16(b) of the Exchange Act, or any similar successor statute.

11. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 9 that Indemnitee is not entitled to indemnification under this Agreement, (ii) an Expense Advance is not timely made pursuant to Section 4, (iii) no determination of entitlement to indemnification is made pursuant to Section 9 within 90 days after receipt by the Company of the request for indemnification, or (iv) payment of indemnification is not made pursuant Section 9(d), Indemnitee shall be entitled to an adjudication in a Delaware Court, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such

indemnification. Indemnitee shall commence such proceeding seeking an adjudication within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 11(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that Indemnitee, pursuant to this Section 11, seeks a judicial adjudication or arbitration of his or her rights under, or to recover damages for breach of, this Agreement, any other agreement for indemnification, payment of Expenses in advance or contribution hereunder or to recover under any director, manager, and officer liability insurance policies or any other insurance policies maintained by the Company, the Company will, to the fullest extent permitted by law and subject to Section 4, indemnify and hold harmless Indemnitee against any and all Expenses which are paid or incurred by Indemnitee in connection with such judicial adjudication or arbitration, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, payment of Expenses in advance or contribution or insurance recovery. In addition, if requested by Indemnitee, subject to Section 4 the Company will (within thirty (30) days after receipt by the Company of the written request therefor), pay as an Expense Advance such Expenses, to the fullest extent permitted by law.

(c) In the event that a determination shall have been made pursuant to Section 9 that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 11 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 9.

(d) If a determination shall have been made pursuant to Section 9 that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 11, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

12. Settlement of Claims. The Company shall not be liable to Indemnitee under this Agreement for any amounts paid in settlement of any threatened or pending Claim related to an Indemnifiable Event effected without the Company's prior written consent, which shall not be unreasonably withheld; provided, however, that if a Change in Control has occurred, the Company shall be liable for indemnification of the Indemnitee for amounts paid in settlement if an Independent Counsel (which, for purposes of this Section 12, shall be selected by the Company with the prior consent of the Indemnitee, such consent not to be unreasonably withheld or delayed) has approved the settlement. The Company shall not settle any Claim related to an Indemnifiable Event in any manner that would impose any Losses on the Indemnitee without the Indemnitee's prior written consent.

13. Duration. All agreements and obligations of the Company contained herein shall continue during the period that Indemnitee is a manager of the Company (or is serving at the request of the Company as a director, manager, officer, employee, member, trustee or

agent of another Enterprise) and shall continue thereafter (i) so long as Indemnitee may be subject to any possible Claim relating to an Indemnifiable Event (including any rights of appeal thereto) and (ii) throughout the pendency of any proceeding (including any rights of appeal thereto) commenced by Indemnitee to enforce or interpret his or her rights under this Agreement, even if, in either case, he or she may have ceased to serve in such capacity at the time of any such Claim or proceeding.

14. Other Indemnitors. The Company hereby acknowledges that Indemnitee may have certain rights to indemnification, advancement of Expenses and/or insurance provided by certain private equity funds, hedge funds or other investment vehicles or management companies and/or certain of their affiliates and by personal policies (collectively, the "**Other Indemnitors**"). The Company hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to Indemnitee are primary and any obligation of the Other Indemnitors to advance Expenses or to provide indemnification for the same Expenses or liabilities incurred by Indemnitee are secondary), (ii) that it shall be required to advance the full amount of Expenses incurred by Indemnitee and shall be liable for the full amount of all Expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and the Bylaws (or any other agreement between the Company and Indemnitee), without regard to any rights Indemnitee may have against the Other Indemnitors, and, (iii) that it irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims against the Other Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Other Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Other Indemnitors are express third party beneficiaries of the terms of this Section 14.

15. Non-Exclusivity. The rights of Indemnitee hereunder will be in addition to any other rights Indemnitee may have under the Bylaws, the General Corporation Law of the State of Delaware (as may be amended from time to time, the "**DGCL**"), any other contract, in law or in equity, and under the laws of any state, territory, or jurisdiction, or otherwise (collectively, "**Other Indemnity Provisions**"). The Company will not adopt any amendment to its Bylaws the effect of which would be to deny, diminish, encumber or limit Indemnitee's right to indemnification under this Agreement or any Other Indemnity Provision.

16. Liability Insurance. For the duration of Indemnitee's service as a director of the Company, and thereafter for so long as Indemnitee shall be subject to any pending Claim relating to an Indemnifiable Event, the Company shall use best efforts to continue to maintain in effect policies of D&O Insurance providing coverage that is at least substantially comparable in scope and amount to that provided by similarly situated companies. In all policies of D&O Insurance maintained by the Company, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee the same rights

and benefits as are provided to the most favorably insured of the Company's directors. Upon request, the Company will provide to Indemnitee copies of all D&O Insurance applications, binders, policies, declarations, endorsements and other related materials.

17. No Duplication of Payments. The Company shall not be liable under this Agreement to make any payment to Indemnitee in respect of any Losses to the extent Indemnitee has otherwise received payment under any insurance policy, any Other Indemnity Provisions or otherwise of the amounts otherwise indemnifiable by the Company hereunder.

18. Subrogation. In the event of payment to Indemnitee under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee. Indemnitee shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

19. Indemnitee Consent. The Company will not, without the prior written consent of Indemnitee, consent to the entry of any judgment against Indemnitee or enter into any settlement or compromise which (a) includes an admission of fault of Indemnitee, any non-monetary remedy imposed on Indemnitee or a Loss for which Indemnitee is not wholly indemnified hereunder or (b) with respect to any Claim with respect to which Indemnitee may be or is made a party or a participant or may be or is otherwise entitled to seek indemnification hereunder, does not include, as an unconditional term thereof, the full release of Indemnitee from all liability in respect of such Claim, which release will be in form and substance reasonably satisfactory to Indemnitee. Neither the Company nor Indemnitee will unreasonably withhold its consent to any proposed settlement; provided, however, Indemnitee may withhold consent to any settlement that does not provide a full and unconditional release of Indemnitee from all liability in respect of such Claim.

20. Amendments. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company), assigns, spouses, heirs and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume

and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

22. Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable or contrary to the DGCL or existing or future applicable law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it valid, enforceable and legal within the requirements of any applicable law, and in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid, unenforceable or illegal provisions.

23. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed, by postage prepaid, certified or registered mail:

(a) if to Indemnitee, to the address set forth on the signature page hereto.

(b) if to the Company, to:

Strand Advisors, Inc.
Attention: Isaac Leventon
Address: 300 Crescent Court, Suite 700
Dallas, Texas 75201
Email: ileventon@highlandcapital.com

Notice of change of address shall be effective only when given in accordance with this Section 23. All notices complying with this Section 23 shall be deemed to have been received on the date of hand delivery or on the third business day after mailing.

24. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE (OTHER THAN ITS RULES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY).

25. Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the United States District Court for the District of Delaware or in the Court of Chancery of the State of Delaware (or, if such court lacks subject matter jurisdiction, in the Superior Court of the State of Delaware), so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware. Each of the parties hereby irrevocably

consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

26. Enforcement.

(a) Without limiting Section 15, this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(b) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnitee's rights to receive advancement of Expenses under this Agreement other than in accordance with this Agreement.

27. Headings and Captions. All headings and captions contained in this Agreement and the table of contents hereto are inserted for convenience only and shall not be deemed a part of this Agreement.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. Facsimile counterpart signatures to this Agreement shall be binding and enforceable.

29. Guaranty By Debtor. The Debtor guarantees to Indemnitee the performance of the obligations of the Company hereunder (the "**Guaranteed Obligations**"). If the Company does not satisfy any of the Guaranteed Obligations when due, Indemnitee may demand that the Debtor satisfy such obligations and the Debtor shall be required to do so by making payment to, or for the benefit of, Indemnitee. Indemnitee can make any number of demands upon the Debtor and such demands can be made for all or part of the Guaranteed Obligations. This guaranty by the Debtor is for the full amount of the Guaranteed Obligations. The Debtor's obligations under this Agreement are continuing. Even though Indemnitee receives payments from or makes arrangements with the Company or anyone else, the Debtor shall remain liable for the Guaranteed Obligations until satisfied in full. The guaranty hereunder is a guaranty of payment, and not merely of collectability, and may be enforced against the Debtor. The Debtor's liability under this Section 29 is unconditional. It is not affected by anything that might release the Debtor from or limit all or part of its obligations.

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

STRAND ADVISORS, INC.

By: _____
Name:
Title:

HIGHLAND CAPITAL MANAGEMENT, LP (solely as to Section 29 hereunder)

By: _____
Name:
Title:

INDEMNITEE:

_____

Name: [_____]
Address: _____
_____
_____

Email:

Exhibit B

Amended DSI Retention Letter

January ___, 2020

Attn: Independent Directors
Highland Capital Management, LP
300 Crescent Court, Ste. 700
Dallas, TX 75201

Re: Development Specialists, Inc. ("DSI")
Retention and Letter of Engagement

Dear Members of the Board:

Please accept this letter as our firm's formal written agreement (the "Agreement") to provide restructuring support services to Highland Capital Management, L.P. (the "Company"). This Agreement replaces and supersedes in all respects the letter agreement between DSI and the Company, dated October 7, 2019, as amended and revised by the letter agreement dated October 29, 2019. However, all fees and expenses incurred by DSI prior to the date hereof in accordance with such prior letter agreements will be paid by the Company, subject to allowance of such fees and expenses by the U.S. Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court"). The Agreement will become effective upon execution by duly authorized representatives of the respective parties and approval of the Bankruptcy Court.

Section 1 – Scope of Work

DSI will provide the following services (the "Services") to the Company:

1. Bradley D. Sharp will act as the Company's Chief Restructuring Officer ("CRO") with other DSI personnel to assist Mr. Sharp in carrying out those duties and responsibilities.
2. Subject to the terms of this Agreement, Mr. Sharp will report to the Independent Directors and, if appointed, the Chief Executive Officer of the Company ("CEO") and will comply with the Company's corporate governance requirements.
3. Mr. Sharp will fulfill such duties as directed by the Independent Directors and/or CEO, if any, of the Company with respect to the Company's restructuring and bankruptcy filed on October 16, 2019 (the "Chapter 11 Case"), including implementation and prosecution of the Chapter 11 Case**.**
4. Provide other personnel of DSI ("Additional Personnel") to provide restructuring support services as requested or required to the Company, which may include but are not limited to:
    a. assisting the Company in the preparation of financial disclosures required by the Bankruptcy Code, including the Schedules of Assets and Liabilities, the Statements of Financial Affairs and Monthly Operating Reports;

b. advising and assisting the Company, the Company's legal counsel, and other professionals in responding to third party requests;
c. attending meetings and assisting in communications with parties in interest and their professionals, including the Official Committee of Unsecured Creditors appointed in the Chapter 11 Case;
d. providing litigation advisory services with respect to accounting matters, along with expert witness testimony on case related issues; and
e. rendering such other general business consulting services or other assistance as the Company may deem necessary and which are consistent with the role of a financial advisor and not duplicative of services provided by other professionals in this case.

DSI's ability to adequately perform the Services is dependent upon the Company timely providing reliable, accurate, and complete necessary information. The Company agrees that CRO will have (i) access to and the ability to communicate with any employee of the Company or any affiliate of the Company and (ii) access to any information, including documents, relating to the Company or any Company affiliate, including, but not limited to, information concerning collections and disbursements. The Company acknowledges that DSI or CRO are not responsible for independently verifying the veracity, completeness, or accuracy of any information supplied to us by or on behalf of the Company.

DSI will submit its evaluations and analyses pursuant to this Agreement in periodic oral and written reports. Such reports are intended to and shall constitute privileged and confidential information, and shall constitute the Company's property.

Although we do not predict or warrant the outcome of any particular matter or issue, and our fees are not dependent upon such outcomes, we will perform the Services with reasonable care and in a diligent and competent manner.

Section 2 – Rates, Invoicing and Retainer

DSI will be compensated at a rate of $100,000 per month, plus expenses (capped at $10,000 per month), for the services of Bradley D. Sharp as CRO and such DSI personnel (including Fred Caruso) as are required to fulfill Mr. Sharp's responsibilities as CRO; provided that if any single expense exceeds $1,000, DSI will provide reasonable documentation and will obtain the Company's prior written approval.

A number of DSI's personnel have experience in providing restructuring support services and may be utilized as Additional Personnel in this representation. Although others of our staff may also be involved, we have listed below certain of the DSI personnel (along with their corresponding billing rates) who would likely constitute the Additional Personnel. The individuals are:

R. Brian Calvert	$640.00/hr.
Thomas P. Jeremiassen	$575.00/hr.
Eric J. Held	$495.00/hr.
Nicholas R. Troszak	$485.00/hr.
Spencer G. Ferrero	$350.00/hr.
Tom Frey	$325.00/hr.

The above rates are adjusted as of January 1 of each year to reflect advancing experience, capabilities, and seniority of our professionals as well as general economic factors.

We acknowledge receipt of a retainer of $250,000 from the Company. The purpose of the retainer is to secure a portion of our fees and expenses and to retain our status as a non-creditor should such be required for DSI to continue to provide the Services. As such, should a need arise to increase this retainer due to the level of Services DSI is providing or projected to provide, we will send the Company a supplement to this Agreement requesting the necessary increases and discuss with the Company the amount and timing of providing such increase to the retainer.

This retainer will be applied to our final invoice. If the retainer exceeds the amount of our final invoice, we will refund the difference to the Company at that time. In the event that periodic invoices are not paid timely, we will apply the retainer to the amounts owing on such invoices and, if applicable, any related late charges, and we will stop work until the retainer is replenished to the full amount required. If the retainer is not replenished within ten (10) days after the application of the retainer to unpaid balances, we reserve the right to terminate this Agreement in accordance with the provisions of Section 3 of this Agreement.

DSI also will be entitled to reimbursement for its reasonable costs and expenses. Such costs and expenses may include, among others, charges for messenger services, photocopying, travel expenses, long distance telephone charges, postage and other charges customarily invoiced by consulting firms. Airfare for international flights will be charged at the business class fare; provided that if any single expense exceeds $1,000, DSI will provide reasonable documentation and will obtain the Company's prior written approval.

This Agreement shall be presented to the Bankruptcy Court for approval and continuation, pursuant to Bankruptcy Code Section 363 and DSI's then-prospective obligations shall be contingent upon such approval.

Section 3 – Termination

Either the Company or DSI may terminate this Agreement for any reason with ten (10) business days' written notice. Notwithstanding anything to the contrary contained herein, the Company

shall be obligated, in accordance with any orders of or procedures established by the Court, to pay and/or reimburse DSI all fees and expenses accrued under this Agreement as of the effective date of the termination.

Section 4 – Relationship of the Parties, Confidentiality

DSI will provide the Services to and for the Company, with select members of DSI assigned to specific roles for the benefit of the Company. These members will remain as DSI employees during the pendency of this case. Specifically, the parties intend that an independent contractor relationship will be created by this Agreement. Employees of DSI are not to be considered employees of the Company and are not entitled to any of the benefits that the Company provides for the Company's employees.

The Company acknowledges that all advice (written or oral) given by DSI to the Company in connection with DSI's engagement is intended solely for the benefit and use of the Company in considering the transaction to which it relates, and that no third party is entitled to rely on any such advice or communication. DSI will in no way be deemed to be providing services for any person not a party to this Agreement.

DSI agrees that all information not publicly available that is received by DSI from the Company in connection with this Agreement or that is developed pursuant to this Agreement, will be treated as confidential and will not be disclosed by DSI, except as required by Court order, or other legal process, or as may be authorized by the Company. DSI shall not be required to defend any action to obtain an order requiring disclosure of such information, but shall instead give prompt notice of any such action to the Company so that it may seek appropriate remedies, including a protective order. The Company shall reimburse DSI for all costs and fees (including reasonable attorney's fees) incurred by DSI relating to responding to (whether by objecting to or complying with) any subpoenas or requests for production of information or documents.

Section 5 – Indemnity

The Company shall name Bradley D. Sharp as its Chief Restructuring Officer and shall indemnify him on the same terms as provided to the Company's other officers and directors under the Company partnership agreement or other governing document and applicable state law. Mr. Sharp shall be included as an insured under any insurance policies or coverage available to officers and directors of the Company.

The Company shall additionally indemnify those persons, and only those persons, serving as executive officers on the same terms as provided to the Company's other officers and directors under the Company's partnership agreement or other governing document and applicable state law, along with insurance coverage under the Company's D&O policies. Any such indemnity shall survive the expiration or termination by either party of this Agreement. Except as provided

in this Section and in Section 4, there shall be no indemnification of DSI, its affiliates or the Additional Personnel.

Each and every one of the personnel employed by DSI who works on this particular project, as well as DSI officers, directors, employees and agents (the "DSI Parties") shall not be liable to the Company, or any party asserting claims on behalf of the Company, except for direct damages found in a final determination (not subject to further appeal) by a court of competent jurisdiction to be the direct result of the bad faith, self-dealing or intentional misconduct or gross negligence of DSI.

Section 6 – Conflicts

DSI has made diligent inquiries to determine whether it or any of its professionals have any connections with the Company, its creditors, or other parties in interest in the Chapter 11 Case. Based on that review, the review of DSI's conflict files and responses to inquiries from DSI's professional staff, neither DSI nor its professionals have any known conflicts with the parties in this case. DSI will separately provide its connections to parties in this case and/or their professionals.

Section 7 – No Audit

The Company acknowledges that it is hiring DSI to assist and advise the Company in business planning and operations. DSI's engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of AICPA or other such state and national professional bodies.

Section 8 – Non-Solicitation

The Company agrees not to solicit, recruit or hire any employees or agents of DSI for a period of one year subsequent to the completion and/or termination of this Agreement; provided that the Company shall not be prohibited from (x) making general advertisements for employment not specifically directed at employees of DSI or (y) employees of DSI responding to unsolicited requests for employment.

Section 9 – Survival

The provisions of this Agreement relating to indemnification, the non-solicitation or hiring of DSI employees, and all other provisions necessary to the enforcement of the intent of this Agreement will survive the termination or expiration of this Agreement.

Section 10 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of law principles.

Section 11 – Entire Agreement, Amendment

This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement and supersedes and is intended to nullify any other agreements, understandings or representations relating to the subject of this Agreement. This Agreement may not be amended or modified except in a writing signed by the parties.

If you are in agreement with the foregoing terms and conditions please indicate your acceptance by signing an original copy of this Agreement on the signature lines below, then returning one fully-executed Agreement to DSI's office. The Agreement will become effective upon execution by duly authorized representatives of the respective parties.

Very truly yours,

Bradley Sharp
Development Specialists, Inc.

AGREED AND ACKNOWLEDGED:

Highland Capital Management, L.P.
By: Strand Advisors, Inc., its general partner

_____
By: _____, Independent Director
Date: _____

Exhibit C

Document Production Protocol

A. Definitions

a. Electronically stored information" or "ESI" shall include all electronic files, documents, data, and information covered under the Federal Rules of Civil Procedure.

B. Preservation of ESI - Generally

a. Debtor acknowledges that they should take reasonable and proportional steps to preserve discoverable information in the party's possession, custody or control. This includes notifying employees possessing relevant information of their obligation to preserve such data.

C. Preservation of ESI – Specific Forms

a. For email, Debtor uses Outlook Email on an Exchange server. Veritas Enterprise Vault is used to archive emails. Journaling is and has been in active use since 2007, and all inbound, outbound, and in-system email communications have been preserved and are not at risk of deletion due to normal document retention practices. Out of an abundance of caution, a copy of the latest email back-up, which was performed two months ago, shall be copied and stored at a secured location.
b. The file server used by Debtor was backed up approximately one week ago. A copy of this backup shall be created and stored on a portable hard drive at a secured location.
c. The Sharepoint server used by Debtor was backed up approximately one week ago. A copy of this backup shall be created in a format that maintains all potentially relevant information and stored at a secured location.
d. The Oracle E-Business Suite (EBS) server used by Debtor was backed up one week ago. A copy of this backup shall be created in a format and stored at a secured location.
e. The Advent Geneva accounting system used by Debtor was backed up approximately one week ago. Upon reasonable notice, the Committee may submit search criteria to Debtor to run searches in Advent Geneva. Subject to Debtor's rights to assert objections as provided by Part G herein, Debtor will provide the data resulting from such agreed searches pursuant to Part F herein.
f. The Siepe Database (data warehouse) used by Debtor was backed up approximately one week ago. A copy of this backup shall be created in a format and stored at a secured location.
g. For the Box account used by Debtor, to the extent routine data retention practices may result in file deletion, they shall be suspended pending further discussion with the Committee concerning the relevance of such data. Users of the Box account who have the ability to delete files shall be notified of the obligation to suspend deletion of any data stored in Box.
h. Bloomberg data is archived for five years. Debtor shall work with Bloomberg client services to preserve a copy of all such archived material, which shall be stored at a secured location, or otherwise extend the backup window in which Bloomberg preserves the data by reasonable time to be agreed by the parties.

i. Files may be saved locally on laptops/work computers used by employees of Debtor. This practice is discouraged, but may result in the creation of relevant ESI on local systems in a manner that will not be replicated elsewhere. Debtor shall therefore cease the deletion of data (*i.e.*, wiping) of any employee-assigned computer hard drives, such as for departing employees. Debtor shall furthermore instruct current employees not to delete files stored locally on their assigned computers.

D. Not Reasonably Accessible Documents

a. Absent an order from the Court upon a showing of good cause, a Party from whom ESI has been requested shall not be required to search for responsive ESI from sources that are not reasonably accessible without undue burden or cost. The following types of data stores are presumed to be inaccessible and are not subject to discovery, and need not be collected or preserved, absent a particularized need for the data as established by the facts and legal issues of the case:
   i. Deleted, slack, fragmented, or other data only accessible by forensics;
   ii. Random access memory (RAM), temporary files, or other ephemeral data that are difficult to preserve without disabling the operating system; and
   iii. On-line access data such as temporary internet files, history, cache, cookies, and the like.

b. To conduct collections in a focused and efficient manner, the Parties also agree to exclude the following file types from collection: Standard system file extensions including, but not limited to, BIN, CAB, CHK, CLASS, COD, COM, DLL DRV, EXE, INF, INI, JAVA, LIB, LOG, SYS and TMP and other file extensions and directories that likely do not contain user generated content such as files identified by hash value when compared to the National Software Reference Library reference data set (RDS Hash), a sub-project of the National Institute of Standards and Technology ("NIST"), of known traceable system and application files. This process is commonly referred to as "De-NISTing."

E. Collection and Search Methodology

a. Searches for emails in Debtor's custody shall be conducted by DSI on Debtor's Veritas Enterprise Vault storage using an unrestricted account at the earliest opportunity, but in no event later than seven (7) days after the Committee requests ESI from the Debtor. DSI shall use an add-on component called Discovery Assistant, which enables searches based on email properties, such as senders, recipients, and dates. Discovery Assistant also permits text searching of email contents and the contents of electronic file attachments, although not pictures of text (*e.g.*, scanned PDFs). Debtor did not employ employee message or file encryption that would prevent reasonable operation of the Discovery Assistant search capabilities.

b. The results of email searches shall be produced to the Committee pursuant to Part F below, subject to completion of any review for privilege or other purposes contemplated by this Agreement.

c. A snapshot copy of Debtor databases (Oracle, Siepe) shall be created in a format to be specified later by agreement with the Committee per Part (C)(d), (f), above. Prior to any production of responsive data from such a structured database Debtor will first identify the database type and version number, provide the vendor-originated database dictionary, if any, (identifying all tables in the database, their fields, the meaning of those fields, and any interrelation among fields) and any user manuals, or any other documentation describing the structure and/or content of the database, and a list of all reports that can be generated from the database. The list of reports shall be provided in native Excel (.xis or .xlsx) format.
d. The Geneva system is highly proprietary and shall not be collected, but the Committee will be given reasonable access to that system per Part C(e), above.
e. Debtor and Committee will meet and confer to discuss the scope of any necessary searches on the Box account.
f. Debtor file server contents, where requested by the Committee, shall be produced pursuant to Part F below.
g. Debtor shall propose a format for producing Sharepoint data. The Committee agrees that it is not necessary to reproduce the interface used by Debtor in the ordinary course of business for Sharepoint.

F. Format of Documents Produced

a. Non-database ESI shall be produced as black and white Group 4 TIFF files, with a resolution of 300 DPI. Page size shall be 8.5 x 11 inches unless, in the reasonable judgment of the Producing Party, a particular item requires a different page size, and original document orientation shall be maintained (i.e., portrait to portrait and landscape to landscape). A Requesting Party may, in good faith and reasonable judgment, request a color copy of a production document if it is necessary to convey the relevant and responsive information. Such color copies may be produced as single page JPG (JPEG) image files. The Requesting Party will bear the costs for color images.
b. The files shall be accompanied by a metadata load file, in a single standard format to be requested by the Receiving Party prior to any production (e.g., Opticon, Summation DII, or the like) showing the Bates number of each page, the appropriate unitization of the documents, and the entire family range. The Parties agree to meet and confer regarding the requested standard format prior to production.
c. The files shall be accompanied by a .DAT text file including the delimited fields identified in the Metadata List (below). No Party will have any obligation to manually generate information to provide the fields identified in the Metadata List.
d. The Producing Party reserves the right to make hard copy documents available for inspection and copying pursuant to Federal Rule of Civil Procedure 34.
e. In the event that a Party identifies hard copy documents for production, hard copy paper documents shall be scanned and will include, to the extent feasible, the following fields in the .DAT text file: PRODBEG, PRODEND, PAGECOUNT, FULLTEXT, and CUSTODIAN. The Parties agree to share equally in the cost of scanning hard copy documents.

f. For any documents that were scanned from hard copy paper documents, the Parties will produce images of hard copy documents unitized to the extent the original documents appeared to be units in physical form, with attachments following parents, and with information that identifies the holder (or container) structure, to the extent such structure exists and it is reasonable to do so. The Producing Party is not required to OCR (Optical Character Recognition) hard copy documents. If the Receiving Party requests that hard copy documents be OCR'ed, the Receiving Party shall bear the cost of such request, unless the Parties agree to split the cost so that each has an OCR'ed copy of the documents.

g. For ESI that the Producing Party produces in TIFF or JPEG format, the Producing Party shall electronically "burn" a legible, unique Bates number onto each page. The Bates number shall, to the extent reasonably possible: (1) identify the Producing Party; (2) maintain a constant length of nine numeric digits (including 0-padding) across the entire production; (3) contain only alphanumeric characters, no special characters or embedded spaces; and (4) be sequential within a given document. If the Bates number conceals, interferes with, or otherwise obscures any information from the source document, the Producing Party, at the request of the Receiving Party, shall produce a copy that is not obscured.

h. For ESI that the Producing Party produces in TIFF format, if the Producing Party is producing the ESI subject to a claim that it is protected from disclosure under any confidentiality order entered in this matter, the Producing Party shall electronically "burn" the appropriate confidentiality designation onto each page of the document. If the designation conceals, interferes with, or otherwise obscures any information from the source document, the Producing Party, at the request of the Receiving Party, shall produce a copy that is not obscured.

i. The Parties agree to produce e-mail families intact absent a privilege or work product claim, so long as each document contains responsive information; for all documents that contain a responsive, non-privileged attachment, the following fields will be produced (if available) as part of the metadata load file to indicate the parent child or parent/sibling relationship:

    i. Production Bates begin
    ii. Production Bates end
    iii. Production Bates begin attachment
    iv. Production Bates end attachment

    Notwithstanding the aforementioned, all parties acknowledge that Debtor's Veritas Enterprise Vault system does not have the ability to search for the family members of responsive documents, and that Debtor does not have an obligation to manually search for non-responsive family members of otherwise responsive documents.

j. Unless otherwise agreed, all dynamic date and time fields, where such fields are processed to contain a value, and all metadata pertaining to dates and times, will be standardized to Universal Coordinated Time (UTC) or Universal Coordinated Time + 1 (UTC+1) **[TBD]**. The Parties understand and acknowledge that such standardization affects only dynamic fields and metadata values and does not affect, among other things, dates and times that are hard-coded text within a file. Dates and times that are hard-coded text within a file (for example, in an email

thread, dates and times of earlier messages that were converted to body text when subsequently replied to or forwarded; and in any file type, dates and times that are typed as such by users) will be produced as part of the document text in accordance with the provisions herein.

k. Excel spreadsheets shall be produced in native application format, unless redactions are required. The Producing Party will make reasonable efforts to provide a TIFF image of a slip sheet with the Bates number of documents produced natively in its production. The corresponding native file shall be named by using the same Bates number identified on the placeholder TIFF image. Any Excel spreadsheet that requires redaction will be produced in TIFF format only. Certain types of databases are dynamic in nature and may contain information that is irrelevant. These files are sometimes large and would, if rendered to TIFF images completely, produce thousands of pages that would have little utility to a reviewer without the associated database.

l. To the extent information from a structured data repository, such as a database, is requested, responsive information will be produced via a report or export of such data to an appropriate program that is agreeable to the requesting Party. The Parties agree to meet and confer before such data is exported.

G. Production Format Shall Not Alter Authenticity, Admissibility, or Privilege Status

a. No Party shall object that ESI produced pursuant to this Protocol is not authentic by virtue of the ESI having been converted to TIFF. The Parties otherwise reserve all rights regarding their ability to object to the authenticity of documents.

b. Nothing in this Protocol shall be construed to affect in any way the rights of any Party to make any objection as to the production, discoverability, admissibility, or confidentiality of documents and ESI.

c. Nothing in this Protocol shall constitute a waiver by any Party of any claim or privilege or other protection from discovery.

d. Nothing in this Protocol shall be interpreted to in any way limit a Producing Parties right and ability to review documents for responsiveness prior to production.

e. Nothing in the Protocol shall require disclosure of irrelevant information or relevant information protected by the attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity.

Metadata List

File Name	Field Description	Sample Values
BegBates	Bates number for the first page of the document	ABC-0000001
EndBates	Bates number for the last page of the document	ABC-0000002
BegAttach	Bates number for the first page of parent document	ABC-0000001
EndAttach	Bates number for the last page of last attachment	ABC-0000005
Pages	Number of printed pages of the	2

	document	
Global Custodian	Custodian name produced in format: Lastname, Firstname.	Smith, Jane; Taylor, Michael
Confidentiality	Indicates if the document has been designated as "Confidential" or "Highly Confidential" pursuant to the applicable Protective Order	Confidential; Highly Confidential
Redacted	Descriptor for documents that have been redacted: "Yes" for redacted documents; "No" for non-redacted documents	Yes
Email Subject	Subject line of Email or	Text of the subject line
Document Subject	Subject value of documents	Text of the subject line
Date Sent	Date email sent	mm/dd/yyyy
Time Sent	Time email sent	hh:mm:ss AM
Date Last Modified	Date document was last modified	mm/dd/yyyy
Time Last Modified	Time document was last modified	hh:mm:ss AM
Date Created	Date document was first created	mm/dd/yyyy
To	All SMTP address of email recipients, separated by a semi-colon	Larry.murphy@email.com
From	All SMTP address of email author	Bart.cole@email.com
CC	All SMTP address of email "CC" recipients, separated by a semi-colon	Jim.James@gmail.com; bjones@yahoo.com
BCC	All SMTP address of email "BCC" recipients, separated by a semi-colon	mjones@gmail.com
Attach	The file name(s) of the documents attached to emails or embedded in files. Multiple files should be delimited by a semicolon	Filename.doc; filename2.doc
Title	The Title property of a file.	Title
Author	The Author property of a file	John Doe
MessageID	The email message ID	
FILENAME	The original name of the file excluding the path	C:\My Documents\letter.doc
DocType	Email, letter, memo, invoice, etc., if available	
Extension	The file extension	.doc

FileType	The actual file type of the document (Word, Excel, etc.) regardless of the file extension	
HashValue	MD5 Hash value of original file	
FilePath	The directory structure of the original file.	C:\My Documents\ letter.doc
PathToNative	The relative path to a produced native document	C:\VOL001\BATES000000001.xls
PathToText	The relative path to the accompanying text file	C:\VOL001\BATES000000001.txt
Volume	The production number or reference from the production	
Other Custodian	To the extent global deduplication is used, the field indicates the other custodians who also were in possession of the document at the time of collection	

Exhibit D

Reporting Requirements

I. **Definitions**

A. "Court" means the United States Bankruptcy Court for the Northern District of Texas.

B. "NAV" means (A) with respect to an entity that is not a CLO, the value of such entity's assets less the value of its liabilities calculated as of the month end prior to any Transaction; and (B) with respect to a CLO, the CLO's gross assets less expenses calculated as of the quarter end prior to any Transaction.

C. "Non-Discretionary Account" means an account that is managed by the Debtor pursuant to the terms of an agreement providing, among other things, that the ultimate investment discretion does not rest with the Debtor but with the entity whose assets are being managed through the account.

D. "Related Entity" means collectively (A)(i) any non-publicly traded third party in which Mr. Dondero, Mr. Okada, or Mr. Grant Scott, or Mr. John Honis (with respect to Messrs. Okada, Scott and Honis, only to the extent known by the Debtor) has any direct or indirect economic or ownership interest, including as a beneficiary of a trust; (ii) any entity controlled directly or indirectly by Mr. Dondero, Mr. Okada, Mr. Grant Scott, or Mr. John Honis (with respect to Messrs. Okada, Scott and Honis, only to the extent known by the Debtor); (iii) MGM Holdings, Inc.; (iv) any publicly traded company with respect to which the Debtor or any Related Entity has filed a Form 13D or Form 13G; (v) any relative (as defined in Section 101 of the Bankruptcy Code) of Mr. Dondero or Mr. Okada each solely to the extent reasonably knowable by the Debtor; (vi) the Hunter Mountain Investment Trust and Dugaboy Investment Trust; (vii) any entity or person that is an insider of the Debtor under Section 101(31) the Bankruptcy Code, including any "non-statutory" insider; and (viii) to the extent not included in (A)(i)-(vii), any entity included in the listing of related entities in **Schedule B** hereto (the "Related Entities Listing"); and (B) the following Transactions, (x) any intercompany Transactions with certain affiliates referred to in paragraphs 16.a through 16.e of the Debtor's cash management motion [Del. Docket No. 7]; and (y) any Transactions with Charitable DAF Fund, L.P. (provided, however, that additional parties may be added to this subclause (y) with the mutual consent of the Debtor and the Committee, such consent not to be unreasonably withheld).

E. "Stage 1" means the time period from the date of execution of a term sheet incorporating the protocols contained below the ("Term Sheet") by all applicable parties until approval of the Term Sheet by the Court.

F. "Stage 2" means the date from the appointment of a Board of Independent Directors at Strand Advisors, Inc. until 45 days after such appointment, such appointment being effective upon Court approval.

G. "Stage 3" means any date after Stage 2 while there is a Board of Independent Directors at Strand Advisors, Inc.

H. "Transaction" means (i) any purchase, sale, or exchange of assets, (ii) any lending or borrowing of money, including the direct payment of any obligations of another entity, (iii) the satisfaction of any capital call or other contractual

requirement to pay money, including the satisfaction of any redemption requests, (iv) funding of affiliates and (v) the creation of any lien or encumbrance.

I. "Ordinary Course Transaction" means any transaction with any third party which is not a Related Entity and that would otherwise constitute an "ordinary course transaction" under section 363(c) of the Bankruptcy Code.

J. "Notice" means notification or communication in a written format and shall include supporting documents necessary to evaluate the propriety of the proposed transaction.

II. Transactions involving the (i) assets held directly on the Debtor's balance sheet or the balance sheet of the Debtor's wholly-owned subsidiaries, including Jefferies Prime Account, and (ii) the Highland Select Equity Fund, L.P., Highland Multi Strategy Credit Fund, L.P., and Highland Restoration Capital Partners

A. **Covered Entities**: N/A (See entities above).

B. **Operating Requirements**

1. Ordinary Course Transactions do not require Court approval (All Stages).

   a) Stage 1 and Stage 2: ordinary course determined by the CRO.

   b) Stage 3: ordinary course determined by the Debtor.

2. Related Entity Transactions

   a) Stage 1 and Stage 2: Transactions with Related Entities require prior approval of CRO and five business days advance notice to the Committee and if the Committee objects, the burden is on the Debtor to seek Court approval, which the Committee agrees may be sought on an expedited basis.

   b) Stage 3:

      (1) Transactions with Related Entities greater than $1,000,000 (either individually or in the aggregate basis on a rolling 30 day period) require five business days advance notice to the Committee and if the Committee objects, the burden is on the Debtor to seek Court approval, which the Committee agrees may be sought on an expedited basis.

      (2) Transactions with Related Entities greater than $2,000,000 (either individually or in the aggregate basis on a rolling 30 day period) require Court approval, which the Committee agrees may be sought on an expedited basis.

3. Third Party Transactions (All Stages)

   a) Except as set forth in (b) and (c) below, Transactions in excess of $2,000,000 (either individually or in the aggregate basis on a rolling 30 day period) require three business days advance notice to Committee and if the Committee objects, the burden is on the

Debtor to seek Court approval, which the Committee agrees may be sought on an expedited basis.

b) The Debtor may satisfy any redemption requests from entities that are not Related Entities without advance notice so long as the Debtor provides notice of such Transactions to the Committee as soon as reasonably practicable. The Debtor will provide the Committee with five business days advance notice of any redemption requests made by and payable to a Related Entity, and if the Committee objects, the burden is on the Debtor to seek Court approval, which the Committee agrees may be sought on an expedited basis.

c) The Debtor may satisfy margin calls and short covers without providing the Committee advance notice if the exigencies do not allow advance notice so long as the Debtor provides notice of such Transactions to the Committee as soon as reasonably practicable.

C. **Weekly Reporting**: The Debtor will provide the Committee with weekly reports showing all Transactions under this category.

III. Transactions involving entities the Debtor manages and in which the Debtor holds a direct or indirect interest (other than the entities discussed in Section I above)

A. **Covered Entities**: See **Schedule A** hereto. **Schedule A** includes or will include all entities the Debtor manages and in which the Debtor holds a direct or indirect interest (other than the entities discussed in Section I above).[1]

B. **Operating Requirements**

1. Ordinary Course Transactions do not require Court approval (All Stages).

a) Stage 1 and Stage 2: ordinary course determined by the CRO.

b) Stage 3: ordinary course determined by the Debtor.

2. Related Entity Transactions

a) Stage 1 and Stage 2: Transactions with Related Entities require prior approval of CRO and five business days advance notice to the Committee and if the Committee objects, the burden is on the Debtor to seek Court approval, which the Committee agrees may be sought on an expedited basis.

b) Stage 3:

(1) Transactions with Related Entities greater than $1,000,000 (either individually or in the aggregate basis on a rolling 30 day period) require five business days advance notice to the Committee and if the Committee objects, the burden is on

[1] The Debtor is continuing to review the Related Entities List and to determine whether any additional parties or entities should be included on Schedule A. The Debtor will update Schedule A as soon as reasonably practicable to the extent necessary.

the Debtor to seek Court approval, which the Committee agrees may be sought on an expedited basis.

(2) Transactions with Related Entities greater than $2,000,000 (either individually or in the aggregate basis on a rolling 30 day period) require Court approval, which the Committee agrees may be sought on an expedited basis.

3. Third Party Transactions (All Stages)

a) Except as set forth in (b) and (c) below, Transactions in excess of $2,000,000 (either individually or in the aggregate basis on a rolling 30 day period) require three business days advance notice to Committee and if the Committee objects, the burden is on the Debtor to seek Court approval, which the Committee agrees may be sought on an expedited basis.

b) The Debtor may satisfy any redemption requests from entities that are not Related Entities without advance notice so long as the Debtor provides notice of such Transactions to the Committee as soon as reasonably practicable. The Debtor will provide the Committee with five business days advance notice of any redemption requests made by and payable to a Related Entity, and if the Committee objects, the burden is on the Debtor to seek Court approval, which the Committee agrees may be sought on an expedited basis.

c) The Debtor may satisfy margin calls and short covers without providing the Committee advance notice if the exigencies do not allow advance notice so long as the Debtor provides notice of such Transactions to the Committee as soon as reasonably practicable.

C. **Weekly Reporting**: The Debtor will provide the Committee with weekly reports showing all Transactions under this category.

IV. Transactions involving entities that the Debtor manages but in which the Debtor does not hold a direct or indirect interest

A. **Covered Entities**: See **Schedule A** hereto. **Schedule A** includes or will include all entities that the Debtor manages but in which the Debtor does not hold a direct or indirect interest.[2]

B. **Operating Requirements**

1. Ordinary Course Transactions do not require Court approval (All Stages).

a) Stage 1 and Stage 2: ordinary course determined by the CRO.

b) Stage 3: ordinary course determined by the Debtor.

[2] The Debtor is continuing to review the Related Entities List and to determine whether any additional parties or entities should be included on Schedule A. The Debtor will update Schedule A as soon as reasonably practicable to the extent necessary.

2. Related Entity Transactions

a) Stage 1 and Stage 2: Transactions with Related Entities require prior approval of CRO and five business days advance notice to the Committee and if the Committee objects, the burden is on the Debtor to seek Court approval, which the Committee agrees may be sought on an expedited basis.

b) Stage 3:

(1) Transactions with Related Entities greater than $1,000,000 (either individually or in the aggregate basis on a rolling 30 day period) require five business days advance notice to the Committee and if the Committee objects, the burden is on the Debtor to seek Court approval, which the Committee agrees may be sought on an expedited basis.

(2) Transactions with Related Entities greater than $2,000,000 (either individually or in the aggregate basis on a rolling 30 day period) require Court approval, which the Committee agrees may be sought on an expedited basis.

3. Third Party Transactions (All Stages):

a) Except as set forth in (b) and (c) below, any Transaction that decreases the NAV of an entity managed by the Debtor in excess of the greater of (i) 10% of NAV or (ii) $3,000,000 requires five business days advance notice to Committee and if the Committee objects, the burden is on the Debtor to seek Court approval, which the Committee agrees may be sought on an expedited basis.

b) The Debtor may satisfy any redemption requests from entities that are not Related Entities without advance notice so long as the Debtor provides notice of such Transactions to the Committee as soon as reasonably practicable. The Debtor will provide the Committee with five business days advance notice of any redemption requests made by and payable to a Related Entity, and if the Committee objects, the burden is on the Debtor to seek Court approval, which the Committee agrees may be sought on an expedited basis.

c) The Debtor may take such steps as may be reasonably necessary to winddown any managed entity and make distributions as may be required in connection with such winddown to any required parties. The Debtor will provide the Committee with five business days advance notice of any distributions to be made to a Related Entity, and if the Committee objects, the burden is on the Debtor to seek Court approval, which the Committee agrees may be sought on an expedited basis.

C. **Weekly Reporting**: The Debtor will provide the Committee with weekly reports showing all Transactions under this category.

V. Transactions involving entities that the Debtor does not manage but in which the Debtor holds a direct or indirect interest

A. Covered Entities: See **Schedule A** hereto. **Schedule A** includes or will include all entities that the Debtor does not manage but in which the Debtor holds a direct or indirect interest.[3]

B. Ordinary Course Transactions (All Stages): N/A

C. Operating Requirements: N/A

D. Weekly Reporting: Debtor will provide weekly reports of all cross-held asset Transactions, i.e. Transactions in which the Debtor or a Related Entity also holds a direct or indirect interest.

VI. Transactions involving entities that the Debtor does not manage and in which the Debtor does not hold a direct or indirect interest

A. Covered Entities: See **Schedule A** hereto. **Schedule A** includes or will include all entities that the Debtor does not manage and in which the Debtor does not hold a direct or indirect interest.[4]

B. Ordinary Course Transactions (All Stages): N/A

C. Operating Requirements: N/A

D. Weekly Reporting: Debtor will provide weekly reports of all cross-held asset Transactions, i.e. Transactions in which the Debtor or a Related Entity also holds a direct or indirect interest.

VII. Transactions involving Non-Discretionary Accounts

A. Covered Entities: See **Schedule A** hereto. **Schedule A** includes or will include all non-discretionary accounts.[5]

B. Ordinary Course Transactions (All Stages): N/A

C. Operating Requirements: N/A

D. Weekly Reporting: Debtor will provide weekly reports of all cross-held asset Transactions, i.e. Transactions in which the Debtor or a Related Entity also holds a direct or indirect interest.

[3] The Debtor is continuing to review the Related Entities List and to determine whether any additional parties or entities should be included on Schedule A. The Debtor will update Schedule A as soon as reasonably practicable to the extent necessary.

[4] The Debtor is continuing to review the Related Entities List and to determine whether any additional parties or entities should be included on Schedule A. The Debtor will update Schedule A as soon as reasonably practicable to the extent necessary.

[5] The Debtor is continuing to review the Related Entities List and to determine whether any additional parties or entities should be included on Schedule A. The Debtor will update Schedule A as soon as reasonably practicable to the extent necessary.

VIII. Additional Reporting Requirements – All Stages (to the extent applicable)

A. DSI will provide detailed lists and descriptions of internal financial and operational controls being applied on a daily basis for a full understanding by the Committee and its professional advisors three (3) business days in advance of the hearing on the approval of the Term Sheet and details of proposed amendments to said financial and operational controls no later than seven (7) days prior to their implementation.

B. The Debtor will continue to provide weekly budget to actuals reports referencing their 13-week cash flow budget, such reports to be inclusive of all Transactions with Related Entities.

IX. **Shared Services**

A. The Debtor shall not modify any shared services agreement without approval of the CRO and Independent Directors and seven business days' advance notice to counsel for the Committee.

B. The Debtor may otherwise continue satisfying its obligations under the shared services agreements.

X. Representations and Warranties

A. The Debtor represents that the Related Entities Listing included as **Schedule B** attached hereto lists all known persons and entities other than natural persons included in the definitions of Related Entities covered by Section I.D parts A(i)-(vii) above at the time of the execution of the Term Sheet.

B. The Debtor represents that the list included as **Schedule C** attached hereto lists all known natural persons included in the definitions of Related Entities covered by Section I.D parts A(i)-(vii) above at the time of the execution of the Term Sheet.

C. The Debtor represents that, if at any time the Debtor becomes aware of any person or entity, including natural persons, meeting the definition of Related Entities covered by Section I.D parts A(1)-(vii) above that is not included in the Related Entities Listing or Schedule C, the Debtor shall update the Related Entities Listing or Schedule C, as appropriate, to include such entity or person and shall give notice to the Committee thereof.

Schedule A[6]

Entities the Debtor manages and in which the Debtor holds a direct or indirect interest

1. Highland CLO Funding, Ltd. (0.63% Ownership Interest)
2. Dynamic Income Fund (0.26% Ownership Interest)

Entities that the Debtor manages but in which the Debtor does not hold a direct or indirect interest

1. Highland Prometheus Master Fund L.P.
2. NexAnnuity Life Insurance Company
3. PensionDanmark
4. Highland Argentina Regional Opportunity Fund
5. Longhorn A
6. Longhorn B
7. Collateralized Loan Obligations
   a) Rockwall II CDO Ltd.
   b) Grayson CLO Ltd.
   c) Eastland CLO Ltd.
   d) Westchester CLO, Ltd.
   e) Brentwood CLO Ltd.
   f) Greenbriar CLO Ltd.
   g) Highland Park CDO Ltd.
   h) Liberty CLO Ltd.
   i) Gleneagles CLO Ltd.
   j) Stratford CLO Ltd.
   k) Jasper CLO Ltd.
   l) Rockwall DCO Ltd.
   m) Red River CLO Ltd.
   n) Hi V CLO Ltd.
   o) Valhalla CLO Ltd.
   p) Aberdeen CLO Ltd.
   q) South Fork CLO Ltd.
   r) Legacy CLO Ltd.
   s) Pam Capital
   t) Pamco Cayman

Entities that the Debtor does not manage but in which the Debtor holds a direct or indirect interest

1. Highland Opportunistic Credit Fund
2. Highland Healthcare Opportunities Fund f/k/a Highland Long/Short Healthcare Fund
3. NexPoint Real Estate Strategies Fund
4. Highland Merger Arbitrage Fund
5. NexPoint Strategic Opportunities Fund
6. Highland Small Cap Equity Fund
7. Highland Global Allocation Fund

[6] NTD: Schedule A is work in process and may be supplemented or amended.

8. Highland Socially Responsible Equity Fund
9. Highland Income Fund
10. Stonebridge-Highland Healthcare Private Equity Fund ("Korean Fund")
11. SE Multifamily, LLC

Entities that the Debtor does not manage and in which the Debtor does not hold a direct or indirect interest

1. The Dugaboy Investment Trust
2. NexPoint Capital LLC
3. NexPoint Capital, Inc.
4. Highland IBoxx Senior Loan ETF
5. Highland Long/Short Equity Fund
6. Highland Energy MLP Fund
7. Highland Fixed Income Fund
8. Highland Total Return Fund
9. NexPoint Advisors, L.P.
10. Highland Capital Management Services, Inc.
11. Highland Capital Management Fund Advisors L.P.
12. ACIS CLO Management LLC
13. Governance RE Ltd
14. PCMG Trading Partners XXIII LP
15. NexPoint Real Estate Partners, LLC f/k/a HCRE Partners LLC
16. NexPoint Real Estate Advisors II LP
17. NexPoint Healthcare Opportunities Fund
18. NexPoint Securities
19. Highland Diversified Credit Fund
20. BB Votorantim Highland Infrastructure LLC
21. ACIS CLO 2017 Ltd.

Transactions involving Non-Discretionary Accounts

1. NexBank SSB Account
2. Charitable DAF Fund LP

Schedule B

Related Entities Listing (other than natural persons)

Schedule C

1. James Dondero
2. Mark Okada
3. Grant Scott
4. John Honis
5. Nancy Dondero
6. Pamela Okada
7. Thomas Surgent
8. Scott Ellington
9. Frank Waterhouse
10. Lee (Trey) Parker

PACHULSKI STANG ZIEHL & JONES LLP
Jeffrey N. Pomerantz (CA Bar No.143717) (*admitted pro hac vice*)
Ira D. Kharasch (CA Bar No. 109084) (*admitted pro hac vice*)
John A. Morris (NY Bar No. 2405397) (*admitted pro hac vice*)
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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
Debtor.	§	
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
	§	
Plaintiff,	§	Adversary Proceeding No.
	§	
vs.	§	_____
	§	
HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P.,	§	
	§	
Defendant.	§	

EXHIBIT

P

[1] The Debtor's last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.

COMPLAINT FOR (I) BREACH OF CONTRACT AND (II) TURNOVER OF PROPERTY OF THE DEBTOR'S ESTATE

Plaintiff, Highland Capital Management, L.P., the above-captioned debtor and debtor-in-possession (the "Debtor") in the above-captioned chapter 11 case and the plaintiff in the above-captioned adversary proceeding (the "Adversary Proceeding"), by its undersigned counsel, as and for its complaint (the "Complaint") against defendant, Highland Capital Management Fund Advisors, L.P. ("HCMFA" or "Defendant"), alleges upon knowledge of its own actions and upon information and belief as to other matters as follows:

PRELIMINARY STATEMENT

1. The Debtor brings this action against HCMFA as a result of HCMFA's defaults under two promissory notes executed by HCMFA in favor of the Debtor in the aggregate original principal amount of $7,400,000 and payable upon the Debtor's demand. Despite due demand, HCMFA has failed to pay amounts due and owing under the notes and the accrued but unpaid interest thereon.

2. Through this Complaint, the Debtor seeks (a) damages from HCMFA in an amount equal to (i) the aggregate outstanding principal due under the Notes (as defined below), plus (ii) all accrued and unpaid interest thereon until the date of payment, plus (iii) an amount equal to the Debtor's costs of collection (including all court costs and reasonable attorneys' fees and expenses, as provided for in the Notes), and (b) turnover by HCMFA to the Debtor of the foregoing amounts.

JURISDICTION AND VENUE

3. This adversary proceeding arises in and relates to the Debtor's case pending before the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Court") under chapter 11 of the Bankruptcy Code.

4. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

5. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b), and, pursuant to Rule 7008 of the Bankruptcy Rules, the Debtor consents to the entry of a final order by the Court in the event that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

6. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

THE PARTIES

7. The Debtor is a limited liability partnership formed under the laws of Delaware with a business address at 300 Crescent Court, Suite 700, Dallas, Texas 75201.

8. Upon information and belief, HCMFA is a limited partnership with offices located in Dallas, Texas and is organized under the laws of the state of Delaware.

CASE BACKGROUND

9. On October 16, 2019, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Delaware Court"), Case No. 19-12239 (CSS) (the "Highland Bankruptcy Case").

10. On October 29, 2019, the U.S. Trustee in the Delaware Court appointed an Official Committee of Unsecured Creditors (the "Committee") with the following members: (a) Redeemer Committee of Highland Crusader Fund, (b) Meta-e Discovery, (c) UBS Securities LLC and UBS AG London Branch, and (d) Acis LP and Acis GP.

11. On December 4, 2019, the Delaware Court entered an order transferring venue of the Highland Bankruptcy Case to this Court [Docket No. 186].[2]

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

STATEMENT OF FACTS

A. The HCMFA Notes

13. HCMFA is the maker under a series of promissory notes in favor of the Debtor.

14. Specifically, on May 2, 2019, HCMFA executed a promissory note in favor of the Debtor, as payee, in the original principal amount of $2,400,000 ("HCMFA's First Note"). A true and correct copy of HCMFA's First Note is attached hereto as **Exhibit 1**.

15. On May 3, 2019, HCMFA executed a promissory note in favor of the Debtor, as payee, in the original principal amount of $5,000,000 ("HCMFA's Second Note," and together with HCMFA's First Note, the "Notes"). A true and correct copy of HCMFA's Second Note is attached hereto as **Exhibit 2**.

16. Section 2 of each Note provides: "**Payment of Principal and Interest**. The accrued interest and principal of this Note shall be due and payable on demand of the Payee."

17. Section 4 of each Note provides:

> **Acceleration Upon Default**. Failure to pay this Note or any installment hereunder as it becomes due shall, at the election of the holder hereof, without notice, demand, presentment, notice of intent to accelerate, notice of acceleration, or any other notice of any kind which are hereby waived, mature the principal of this Note and all interest then accrued, if any, and the same shall at once become due and payable and subject to those remedies of the holder hereof. No failure or delay on the part of the Payee in exercising any right, power, or privilege hereunder shall operate as a waiver hereof.

[2] All docket numbers refer to the main docket for the Highland Bankruptcy Case maintained by this Court.

18. Section 6 of each Note provides:

> **Attorneys' Fees**. If this Note is not paid at maturity (whether by acceleration or otherwise) and is placed in the hands of an attorney for collection, or if it is collected through a bankruptcy court or any other court after maturity, the Maker shall pay, in addition to all other amounts owing hereunder, all actual expenses of collection, all court costs and reasonable attorneys' fees and expenses incurred by the holder hereof.

B. HCMFA's Default under Each Note

19. By letter dated December 3, 2020, the Debtor made demand on HCMFA for payment under the Notes by December 11, 2020 (the "Demand Letter"). A true and correct copy of the Demand Letter is attached hereto as **Exhibit 3**. The Demand Letter provided:

> By this letter, Payee is demanding payment of the accrued interest and principal due and payable on the Notes in the aggregate amount of $7,687,653.07, which represents all accrued interest and principal through and including December 11, 2020.
>
> **Payment is due on December 11, 2020, and failure to make payment in full on such date will constitute an event of default under the Notes.**

Demand Letter (emphasis in the original).

20. Despite the Debtor's demand, HCMFA did not pay all or any portion of the amounts demanded by the Debtor on December 11, 2020 or at any time thereafter.

21. As of December 11, 2020, there was an outstanding principal amount of $2,457,517.15 on HCMFA's First Note and accrued but unpaid interest in the amount of $35,884.46, resulting in a total outstanding amount as of that date of $2,493,401.61.

22. As of December 11, 2020, there was an outstanding principal balance of $5,119,827.40 on HCMFA's Second Note and accrued but unpaid interest in the amount of $74,424.05, resulting in a total outstanding amount as of that date of $5,194,251.45.

23. Thus, as of December 11, 2020, the total outstanding principal and accrued but unpaid interest due under the Notes was $7,687,653.07

24. Pursuant to Section 4 of each Note, each Note is in default and is currently due and payable.

FIRST CLAIM FOR RELIEF
(For Breach of Contract)

25. The Debtor repeats and re-alleges the allegations in each of the foregoing paragraphs as though fully set forth herein.

26. Each Note is a binding and enforceable contract.

27. HCMFA breached each Note by failing to pay all amounts due to the Debtor upon the Debtor's demand.

28. Pursuant to each Note, the Debtor is entitled to damages from HCMFA in an amount equal to (i) the aggregate outstanding principal due under each Note, plus (ii) all accrued and unpaid interest thereon until the date of payment, plus (iii) an amount equal to the Debtor's costs of collection (including all court costs and reasonable attorneys' fees and expenses) for HCMFA's breach of its obligations under each of the Notes.

29. As a direct and proximate cause of HCMFA's breach of each Note, the Debtor has suffered damages in the total amount of at least $7,687,653.07 as of December 11, 2020, plus an amount equal to all accrued but unpaid interest from that date, plus the Debtor's cost of collection.

SECOND CLAIM FOR RELIEF
(Turnover by HCMFA Pursuant to 11 U.S.C. § 542(b))

30. The Debtor repeats and re-alleges the allegations in each of the foregoing paragraphs as though fully set forth herein.

31. HCMFA owes the Debtor an amount equal to (i) the aggregate outstanding principal due under each Note, plus (ii) all accrued and unpaid interest thereon until the date of payment, plus (iii) an amount equal to the Debtor's costs of collection (including all court costs

and reasonable attorneys' fees and expenses) for HCMFA's breach of its obligations under each of the Notes.

32. Each Note is property of the Debtor's estate, and the amounts due under each Note are matured and payable upon demand.

33. HCMFA has not paid the amounts due under each Note to the Debtor.

34. The Debtor has made demand for the turnover of the amounts due under each Note.

35. As of the date of filing of this Complaint, HCMFA has not turned over to the Debtor all or any of the amounts due under each of the Notes.

36. The Debtor is entitled to the turnover of all amounts due under each of the Notes.

WHEREFORE, the Debtor prays for judgment as follows:

(i) On its First Claim for Relief, damages in an amount to be determined at trial, including, among other things, (a) the aggregate outstanding principal due under each Note, plus (b) all accrued and unpaid interest thereon until the date of payment, plus (c) an amount equal to the Debtor's costs of collection (including all court costs and reasonable attorneys' fees and expenses);

(ii) On its Second Claim for Relief, ordering turnover by HCMFA to the Debtor of an amount equal to (a) the aggregate outstanding principal due under each Note, plus (b) all accrued and unpaid interest thereon until the date of payment, plus (c) an amount equal to the Debtor's costs of collection (including all court costs and reasonable attorneys' fees and expenses); and

(iii) Such other and further relief as this Court deems just and proper.

Dated: January 22, 2021.

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No.143717)
Ira D. Kharasch (CA Bar No. 109084)
John A. Morris (NY Bar No. 2405397)
Gregory V. Demo (NY Bar No. 5371992)
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-and-

HAYWARD PLLC

/s/ Zachery Z. Annable

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Counsel for Highland Capital Management, L.P.

EXHIBIT 1

PROMISSORY NOTE

$2,400,000.00 May 2, 2019

FOR VALUE RECEIVED, HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, LP. ("***Maker***") promises to pay to the order of HIGHLAND CAPITAL MANAGEMENT, LP ("***Payee***"), in legal and lawful tender of the United States of America, the principal sum of TWO MILLION FOUR HUNDRED THOUSAND and 00/100 Dollars ($2,400,000.00), together with interest, on the terms set forth below (the "***Note***"). All sums hereunder are payable to Payee at 300 Crescent Court, Dallas, TX 75201, or such other address as Payee may specify to Maker in writing from time to time.

1. Interest Rate. The unpaid principal balance of this Note from time to time outstanding shall bear interest at a rate equal to the short-term "***applicable federal rate***" (2.39%) in effect on the date hereof for loans of such maturity as determined by Section 1274(d) of the Internal Revenue Code, per annum from the date hereof until maturity, compounded annually on the anniversary of the date of this Note. Interest shall be calculated at a daily rate equal to 1/365th (1/366 in a leap year) of the rate per annum, shall be charged and collected on the actual number of days elapsed, and shall be payable on demand of the Payee.

2. Payment of Principal and Interest. The accrued interest and principal of this Note shall be due and payable on demand.

3. Prepayment Allowed; Renegotiation Discretionary. Maker may prepay in whole or in part the unpaid principal or accrued interest of this Note. Any payments on this Note shall be applied first to unpaid accrued interest hereon, and then to unpaid principal hereof.

4. Acceleration Upon Default. Failure to pay this Note or any installment hereunder as it becomes due shall, at the election of the holder hereof, without notice, demand, presentment, notice of intent to accelerate, notice of acceleration, or any other notice of any kind which are hereby waived, mature the principal of this Note and all interest then accrued, if any, and the same shall at once become due and payable and subject to those remedies of the holder hereof. No failure or delay on the part of Payee in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

5. Waiver. Maker hereby waives grace, demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices of any kind hereunder.

6. Attorneys' Fees. If this Note is not paid at maturity (whether by acceleration or otherwise) and is placed in the hands of an attorney for collection, or if it is collected through a bankruptcy court or any other court after maturity, the Maker shall pay, in addition to all other amounts owing hereunder, all actual expenses of collection, all court costs and reasonable attorneys' fees and expenses incurred by the holder hereof.

7. Limitation on Agreements. All agreements between Maker and Payee, whether now existing or hereafter arising, are hereby limited so that in no event shall the amount paid, or agreed to be paid to Payee for the use, forbearance, or detention of money or for the payment or performance of any covenant or obligation contained herein or in any other document evidencing, securing or pertaining to this Note, exceed the maximum interest rate allowed by law. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between Payee and Maker in conflict herewith.

8. Governing Law. This Note and the rights and obligations of the parties hereunder shall be governed by the laws of the United States of America and by the laws of the State of Texas, and is performable in Dallas County, Texas.

MAKER:



FRANK WATERHOUSE

EXHIBIT 2

PROMISSORY NOTE

$5,000,000.00 May 3, 2019

FOR VALUE RECEIVED, HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, LP. ("***Maker***") promises to pay to the order of HIGHLAND CAPITAL MANAGEMENT, LP ("***Payee***"), in legal and lawful tender of the United States of America, the principal sum of FIVE MILLION and 00/100 Dollars ($5,000,000.00), together with interest, on the terms set forth below (the "***Note***"). All sums hereunder are payable to Payee at 300 Crescent Court, Dallas, TX 75201, or such other address as Payee may specify to Maker in writing from time to time.

1. Interest Rate. The unpaid principal balance of this Note from time to time outstanding shall bear interest at a rate equal to the short-term "***applicable federal rate***" (2.39%) in effect on the date hereof for loans of such maturity as determined by Section 1274(d) of the Internal Revenue Code, per annum from the date hereof until maturity, compounded annually on the anniversary of the date of this Note. Interest shall be calculated at a daily rate equal to 1/365th (1/366 in a leap year) of the rate per annum, shall be charged and collected on the actual number of days elapsed, and shall be payable on demand of the Payee.

2. Payment of Principal and Interest. The accrued interest and principal of this Note shall be due and payable on demand.

3. Prepayment Allowed; Renegotiation Discretionary. Maker may prepay in whole or in part the unpaid principal or accrued interest of this Note. Any payments on this Note shall be applied first to unpaid accrued interest hereon, and then to unpaid principal hereof.

4. Acceleration Upon Default. Failure to pay this Note or any installment hereunder as it becomes due shall, at the election of the holder hereof, without notice, demand, presentment, notice of intent to accelerate, notice of acceleration, or any other notice of any kind which are hereby waived, mature the principal of this Note and all interest then accrued, if any, and the same shall at once become due and payable and subject to those remedies of the holder hereof. No failure or delay on the part of Payee in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

5. Waiver. Maker hereby waives grace, demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices of any kind hereunder.

6. Attorneys' Fees. If this Note is not paid at maturity (whether by acceleration or otherwise) and is placed in the hands of an attorney for collection, or if it is collected through a bankruptcy court or any other court after maturity, the Maker shall pay, in addition to all other amounts owing hereunder, all actual expenses of collection, all court costs and reasonable attorneys' fees and expenses incurred by the holder hereof.

7. Limitation on Agreements. All agreements between Maker and Payee, whether now existing or hereafter arising, are hereby limited so that in no event shall the amount paid, or agreed to be paid to Payee for the use, forbearance, or detention of money or for the payment or performance of any covenant or obligation contained herein or in any other document evidencing, securing or pertaining to this Note, exceed the maximum interest rate allowed by law. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between Payee and Maker in conflict herewith.

8. Governing Law. This Note and the rights and obligations of the parties hereunder shall be governed by the laws of the United States of America and by the laws of the State of Texas, and is performable in Dallas County, Texas.

MAKER:



FRANK WATERHOUSE

EXHIBIT 3

HIGHLAND CAPITAL MANAGEMENT, L.P.

December 3, 2020

Highland Capital Management Fund Advisors, LP
c/o Highland Capital Management, L.P.
300 Crescent Court, Suite 700
Dallas, Texas 75201
Attention: Frank Waterhouse, CFO

Re: Demand on Promissory Notes:

Dear Mr. Waterhouse,

Highland Capital Management Fund Advisors, LP ("Maker") entered into the following promissory notes (collectively, the "Notes"), among others,[1] in favor of Highland Capital Management, L.P. ("Payee"):

Date Issued	Original Principal Amount	Outstanding Principal Amount (12/11/20)	Accrued But Unpaid Interest (12/11/20)	Total Amount Outstanding (12/11/20)
5/2/2019	$2,400,000	$2,457,517.15	$35,884.46	$2,493,401.61
5/3/2019	$5,000,000	$5,119,827.40	$74,424.05	$5,194,251.45
TOTALS	**$7,400,000**	**$7,577,344.55**	**$110,308.52**	**$7,687,653.07**

As set forth in Section 2 of each of the Notes, accrued interest and principal is due and payable upon the demand of Payee. By this letter, Payee is demanding payment of the accrued interest and principal due and payable on the Notes in the aggregate amount of $7,687,653.07, which represents all accrued and unpaid interest and principal through and including December 11, 2020.

Payment is due on December 11, 2020, and failure to make payment in full on such date will constitute an event of default under the Notes.

Payments on the Notes must be made in immediately available funds. Payee's wire information is attached hereto as **Appendix A**.

Nothing contained herein constitutes a waiver of any rights or remedies of Payee under the Notes or otherwise and all such rights and remedies, whether at law, equity, contract, or otherwise, are

[1] Maker is also obligated to pay amounts due under promissory notes issued in favor of Payee prior to April 15, 2019. Pursuant to that certain *Acknowledgment from HCMLP*, dated as of April 15, 2019, Payee agreed not to demand payment on such amounts until May 31, 2021. Payee reserves all rights with respect to such amounts.

expressly reserved. Interest, including default interest if applicable, on the Notes will continue to accrue until the Notes are paid in full. Any such interest will remain the obligation of Maker.

Sincerely,

/s/ James P. Seery, Jr.

James P. Seery, Jr.
Highland Capital Management, L.P.
Chief Executive Officer/Chief Restructuring Officer

cc: Fred Caruso
James Romey
Jeffrey Pomerantz
Ira Kharasch
Gregory Demo
DC Sauter

Appendix A

ABA #:	322070381
Bank Name:	East West Bank
Account Name:	Highland Capital Management, LP
Account #:	5500014686

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	**ADVERSARY PROCEEDING NUMBER** (Court Use Only)

PLAINTIFFS	**DEFENDANTS**
Highland Capital Management, L.P.	Highland Capital Management Fund Advisors, L.P.
ATTORNEYS (Firm Name, Address, and Telephone No.) Hayward LLP 10501 N. Central Expressway, Suite 106 Dallas, Texas 75231 Tel.: (972) 755-7100	**ATTORNEYS** (If Known) Munsch Hardt Kopf & Harr, P.C. 500 N. Akard Street, Suite 3800 Dallas, Texas 75201 Tel.: (214) 855-7500
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)

Count 1: Breach of contract; Count 2: Turnover pursuant to 11 U.S.C. 542

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(1) – Recovery of Money/Property
- [2] 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(2) – Validity, Priority or Extent of Lien
- [ ] 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
- [ ] 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) – Objection/Revocation of Discharge
- [ ] 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
- [ ] 51-Revocation of confirmation

FRBP 7001(6) – 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(6) – 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(7) – Injunctive Relief
- [ ] 71-Injunctive relief – imposition of stay
- [ ] 72-Injunctive relief – other

FRBP 7001(8) Subordination of Claim or Interest
- [ ] 81-Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
- [ ] 91-Declaratory judgment

FRBP 7001(10) Determination of Removed Action
- [ ] 01-Determination of removed claim or cause

Other
- [ ] SS-SIPA Case – 15 U.S.C. §§78aaa *et.seq.*
- [1] 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 $7,687,653.07 plus interest, fees, and expenses

Other Relief Sought

B1040 (FORM 1040) (12/15)

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 January 22, 2021	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 must 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.

Schedule of Causes of Action

The Causes of Action shall include, *without limitation*, any cause of action based on the following:

breach of fiduciary duties, breach of duty of care, breach of duty of loyalty, usurpation of corporate opportunities, breach of implied covenant of good faith and fair dealing, conversion, misappropriation of assets, misappropriation of trade secrets, unfair competition, breach of contract, breach of warranty, fraud, constructive fraud, negligence, gross negligence, fraudulent conveyance, fraudulent transfer, fraudulent misrepresentation, negligent misrepresentation, fraudulent concealment, fraudulent inducement, tortious interference, *quantum meruit*, unjust enrichment, abuse of process, alter ego, substantive consolidation, recharacterization, business disparagement, indemnity, claims for recovery of distributions or dividends, claims for indemnification, promissory estoppel, quasi-contract claims, any counterclaims, equitable subordination, avoidance actions provided for under sections 544 or 547 of the Bankruptcy Code, claims brought under state law, claims brought under federal law, claims under any common-law theory of tort or law or equity, and any claims similar in nature to the foregoing claims.

The Causes of Action shall include, *without limitation*, any cause of action against the following persons and entities:

James Dondero, Mark Okada, Grant Scott, John Honis, any current or former insider of the Debtor, the Dugaboy Investment Trust, Charitable DAF Holdco, Ltd, Hunter Mountain Investment Trust, Nexbank Capital, Inc. Highland Capital Management Services, Inc., NexPoint Advisors GP, LLC, NexPoint Advisors, L.P., Strand Advisors XVI, Inc., Highland Capital Management Fund Advisors, L.P., NexAnnuity Holdings, Inc., the entities listed on the attached **Annex 1** hereto, any current or former employee of the Debtor, and any entity directly or indirectly owned, controlled, or operated for the benefit of the foregoing persons or entities.

The Causes of Action shall include, *without limitation*, any cause of action arising from the following transactions:

The transfer of ownership interests in the Debtor to Hunter Mountain Investment Trust, the creation or transfer of any notes receivable from the Debtor or from any entity related to the Debtor, the creation or transfer of assets to or from any charitable foundation or trust, the formation, performance, or breach of any contract for the Debtor to provide investment management, support services, or any other services, and the distribution of assets or cash from the Debtor to partners of the Debtor.

EXHIBIT

Q

Annex 1

11 Estates Lane, LLC
1110 Waters, LLC
140 Albany, LLC
1525 Dragon, LLC
17720 Dickerson, LLC
1905 Wylie LLC
2006 Milam East Partners GP, LLC
2006 Milam East Partners, L.P.
201 Tarrant Partners, LLC
2014 Corpus Weber Road LLC
2325 Stemmons HoldCo, LLC
2325 Stemmons Hotel Partners, LLC
2325 Stemmons TRS, Inc.
300 Lamar, LLC
3409 Rosedale, LLC
3801 Maplewood, LLC
3801 Shenandoah, L.P.
3820 Goar Park LLC
400 Seaman, LLC
401 Ame, L.P.
4201 Locust, L.P.
4312 Belclaire, LLC
5833 Woodland, L.P.
5906 DeLoache, LLC
5950 DeLoache, LLC
7758 Ronnie, LLC
7759 Ronnie, LLC
AA Shotguns, LLC
Aberdeen Loan Funding, Ltd.
Acis CLO 2017-7 Ltd
Acis CLO Management GP, LLC
Acis CLO Management GP, LLC *(fka Acis CLO Opportunity Funds GP, LLC)*
Acis CLO Management Holdings, L.P.
Acis CLO Management Intermediate Holdings I, LLC
Acis CLO Management Intermediate Holdings II, LLC
Acis CLO Management, LLC *(fka Acis CLO Opportunity Funds SLP, LLC)*
Acis CLO Trust
Acis CLO Value Fund II Charitable DAF Ltd.
Acis CMOA Trust
Advisors Equity Group LLC
Alamo Manhattan Hotel I, LLC (Third Party)
Allenby, LLC
Allisonville RE Holdings, LLC
AM Uptown Hotel, LLC
Apex Care, L.P
Asbury Holdings, LLC *(fka HCSLR Camelback Investors (Delaware), LLC)*
Ascendant Advisors
Atlas IDF GP, LLC
Atlas IDF, LP
BB Votorantim Highland Infrastructure, LLC
BDC Toys Holdco, LLC
Beacon Mountain, LLC
Bedell Trust Ireland Limited (Charitable trust account)
Ben Roby (third party)
BH Equities, LLC
BH Heron Pointe, LLC
BH Hollister, LLC
BH Willowdale Manager, LLC
Big Spring Partners, LLC
Blair Investment Partners, LLC
Bloomdale, LLC
Brave Holdings III Inc.
Brentwood CLO, Ltd.
Brentwood Investors Corp.
Brian Mitts
Bristol Bay Funding Ltd.
Bristol Bay Funding, Ltd.
BVP Property, LLC
C-1 Arbors, Inc.
C-1 Cutter's Point, Inc.
C-1 Eaglecrest, Inc.
C-1 Silverbrook, Inc.
Cabi Holdco GP, LLC
Cabi Holdco I, Ltd
Cabi Holdco I, Ltd.

Cabi Holdco, L.P.
California Public Employees' Retirement System
Camelback Residential Investors, LLC
Camelback Residential Investors, LLC *(fka Sevilla Residential Partners, LLC)*
Camelback Residential Partners, LLC
Capital Real Estate - Latitude, LLC
Castle Bio Manager, LLC
Castle Bio, LLC
Cayco Admin Ltd.
Cayco Insolvency Ltd.
CG Works, Inc.
CG Works, Inc.
(fka Common Grace Ventures, Inc.)
Charitable DAF Fund, L.P.
Charitable DAF GP, LLC
Charitable DAF HoldCo, Ltd
Charitable DAF HoldCo, Ltd.
Claymore Holdings, LLC
CLO HoldCo, Ltd
CLO Holdco, Ltd.
Corbusier, Ltd.
Cornerstone Healthcare Group Holding, Inc.
Corpus Weber Road Member LLC
CP Equity Hotel Owner, LLC
CP Equity Land Owner, LLC
CP Equity Owner, LLC
CP Hotel TRS, LLC
CP Land Owner, LLC
CP Tower Owner, LLC
CRE - Lat, LLC
Credit Suisse, Cayman Islands Branch
Crossings 2017 LLC
Crown Global Insurance Company (third party)
Dallas Cityplace MF SPE Owner LLC
Dallas Lease and Finance, L.P.
Dana Scott Breault
James Dondero
Reese Avry Dondero
Jameson Drue Dondero
Dana Sprong (Third Party)
David c. Hopson
De Kooning, Ltd.
deKooning, Ltd.
DFA/BH Autumn Ridge, LLC
Dolomiti, LLC
DrugCrafters, L.P.
Dugaboy Investment Trust
Dugaboy Management, LLC
Dugaboy Project Management GP, LLC
Eagle Equity Advisors, LLC
Eames, Ltd.
Eastland CLO, Ltd.
Eastland Investors Corp.
EDS Legacy Heliport, LLC
EDS Legacy Partners Owner, LLC
EDS Legacy Partners, LLC
Empower Dallas Foundation, Inc.
ENA 41, LLC
Entegra Strat Superholdco, LLC
Entegra-FRO Holdco, LLC
Entegra-FRO Superholdco, LLC
Entegra-HOCF Holdco, LLC
Entegra-NHF Holdco, LLC
Entegra-NHF Superholdco, LLC
Entegra-RCP Holdco, LLC
Estates on Maryland Holdco, LLC
Estates on Maryland Owners SM, Inc.
Estates on Maryland Owners, LLC
Estates on Maryland, LLC
Falcon E&P Four Holdings, LLC
Falcon E&P One, LLC
Falcon E&P Opportunities Fund, L.P.
Falcon E&P Opportunities GP, LLC
Falcon E&P Royalty Holdings, LLC
Falcon E&P Six, LLC
Falcon E&P Two, LLC
Falcon Four Midstream, LLC
Falcon Four Upstream, LLC
Falcon Incentive Partners GP, LLC
Falcon Incentive Partners, LP
Falcon Six Midstream, LLC
Flamingo Vegas Holdco, LLC *(fka Cabi Holdco, LLC)*

Four Rivers Co-Invest GP, LLC
Four Rivers Co-Invest, L.P.
FRBH Abbington SM, Inc.
FRBH Abbington, LLC
FRBH Arbors, LLC
FRBH Beechwood SM, Inc.
FRBH Beechwood, LLC
FRBH C1 Residential, LLC
FRBH Courtney Cove SM, Inc.
FRBH Courtney Cove, LLC
FRBH CP, LLC
FRBH Duck Creek, LLC
FRBH Eaglecrest, LLC
FRBH Edgewater JV, LLC
FRBH Edgewater Owner, LLC
FRBH Edgewater SM, Inc.
FRBH JAX-TPA, LLC
FRBH Nashville Residential, LLC
FRBH Regatta Bay, LLC
FRBH Sabal Park SM, Inc.
FRBH Sabal Park, LLC
FRBH Silverbrook, LLC
FRBH Timberglen, LLC
FRBH Willow Grove SM, Inc.
FRBH Willow Grove, LLC
FRBH Woodbridge SM, Inc.
FRBH Woodbridge, LLC
Freedom C1 Residential, LLC
Freedom Duck Creek, LLC
Freedom Edgewater, LLC
Freedom JAX-TPA Residential, LLC
Freedom La Mirage, LLC
Freedom LHV LLC
Freedom Lubbock LLC
Freedom Miramar Apartments, LLC
Freedom Sandstone, LLC
Freedom Willowdale, LLC
Fundo de Investimento em Direitos Creditorios BB Votorantim Highland Infraestrutura
G&E Apartment REIT The Heights at Olde Towne, LLC
G&E Apartment REIT The Myrtles at Olde Towne, LLC
GAF REIT, LLC
GAF Toys Holdco, LLC
Gardens of Denton II, L.P.
Gardens of Denton III, L.P.
Gleneagles CLO, Ltd.
Goverannce RE, Ltd.
Governance Re, Ltd.
Governance, Ltd.
Grant Scott
Grant Scott, Trustee of The SLHC Trust
Grayson CLO, Ltd.
Grayson Investors Corp.
Greater Kansas City Community Foundation (third party)
Greenbriar CLO, Ltd.
Greg Busseyt
Gunwale LLC
Gunwale, LLC
Hakusan, LLC
Hammark Holdings LLC
Hampton Ridge Partners, LLC
Harko, LLC
Harry Bookey/Pam Bookey (third party)
Haverhill Acquisition Co., LLC
Haygood, LLC
HB 2015 Family LP (third party)
HCBH 11611 Ferguson, LLC
HCBH Buffalo Pointe II, LLC
HCBH Buffalo Pointe III, LLC
HCBH Buffalo Pointe, LLC
HCBH Hampton Woods SM, Inc.
HCBH Hampton Woods, LLC
HCBH Overlook SM, Inc.
HCBH Overlook, LLC
HCBH Rent Investors, LLC
HCMS Falcon GP, LLC
HCMS Falcon, L.P.
HCO Holdings, LLC
HCOF Preferred Holdings, L.P.
HCOF Preferred Holdings, LP
HCOF Preferred Holdings, Ltd.
HCRE 1775 James Ave, LLC
HCRE Addison TRS, LLC

HCRE Addison, LLC *(fka HWS Addison, LLC)*

HCRE Hotel Partner, LLC *(fka HCRE HWS Partner, LLC)*

HCRE Las Colinas TRS, LLC

HCRE Las Colinas, LLC *(fka HWS Las Colinas, LLC)*

HCRE Plano TRS, LLC

HCRE Plano, LLC *(fka HWS Plano, LLC)*

HCREF-I Holding Corp.

HCREF-II Holding Corp.

HCREF-III Holding Corp.

HCREF-IV Holding Corp.

HCREF-IX Holding Corp.

HCREF-V Holding Corp.

HCREF-VI Holding Corp.

HCREF-VII Holding Corp.

HCREF-VIII Holding Corp.

HCREF-XI Holding Corp.

HCREF-XII Holding Corp.

HCREF-XIII Holding Corp.

HCREF-XIV Holding Corp.

HCREF-XV Holding Corp.

HCSLR Camelback Investors (Cayman), Ltd.

HCSLR Camelback, LLC

HCT Holdco 2 Ltd.

HCT Holdco 2, Ltd.

HE 41, LLC

HE Capital 232 Phase I Property, LLC

HE Capital 232 Phase I, LLC

HE Capital Asante, LLC

HE Capital Fox Trails, LLC

HE Capital KR, LLC

HE Capital, LLC

HE CLO Holdco, LLC

HE Mezz Fox Trails, LLC

HE Mezz KR, LLC

HE Peoria Place Property, LLC

HE Peoria Place, LLC

Heron Pointe Investors, LLC

Hewett's Island CLO I-R, Ltd.

HFP Asset Funding II, Ltd.

HFP Asset Funding III, Ltd.

HFP CDO Construction Corp.

HFP GP, LLC

HFRO Sub, LLC

Hibiscus HoldCo, LLC

Highland - First Foundation Income Fund

Highland 401(k) Plan

Highland 401K Plan

Highland Argentina Regional Opportunity Fund GP, LLC

Highland Argentina Regional Opportunity Fund, L.P.

Highland Argentina Regional Opportunity Fund, Ltd.

Highland Argentina Regional Opportunity Master Fund, L.P.

Highland Brasil, LLC

Highland Capital Brasil Gestora de Recursos (*fka Highland Brasilinvest Gestora de Recursos, LTDA; fka HBI Consultoria Empresarial, LTDA)*

Highland Capital Management (Singapore) Pte Ltd

Highland Capital Management AG

Highland Capital Management AG
(Highland Capital Management SA)
(Highland Capital Management Ltd)

Highland Capital Management Fund Advisors, L.P.

Highland Capital Management Fund Advisors, L.P. *(fka Pyxis Capital, L.P.)*

Highland Capital Management Korea Limited

Highland Capital Management Latin America, L.P.

Highland Capital Management LP Retirement Plan and Trust

Highland Capital Management Multi-Strategy Insurance Dedicated Fund, L.P.

Highland Capital Management Real Estate Holdings I, LLC

Highland Capital Management Real Estate Holdings II, LLC

Highland Capital Management Services, Inc.

Highland Capital Management, L.P.

Highland Capital Management, L.P. Charitable Fund

Highland Capital Management, L.P. Retirement Plan and Trust

Highland Capital Management, L.P., as trustee of Acis CMOA Trust and nominiee for and on behalf of Highland CLO Assets Holdings Limited

Highland Capital Management, L.P., as trustee of Highland Latin America Trust and nominee for and on behalf of Highland Latin America LP, Ltd.

Highland Capital Management, L.P., as trustee of Highland Latin America Trust and nominiee for and on behalf of Highland Latin America LP, Ltd.

Highland Capital Management, LP

Highland Capital Management, LP Charitable Fund

Highland Capital Multi-Strategy Fund, LP

Highland Capital of New York, Inc.

Highland Capital Special Allocation, LLC

Highland CDO Holding Company

Highland CDO Opportunity Fund GP, L.P.

Highland CDO Opportunity Fund, L.P.

Highland CDO Opportunity Fund, Ltd.

Highland CDO Opportunity GP, LLC

Highland CDO Opportunity Master Fund, L.P.

Highland CDO Trust

Highland CLO 2018-1, Ltd.

Highland CLO Assets Holdings Limited

Highland CLO Funding, Ltd.

Highland CLO Funding, Ltd.

Highland CLO Funding, Ltd. *(fka Acis Loan Funding, Ltd.)*

Highland CLO Gaming Holdings, LLC

Highland CLO Holdings Ltd.

Highland CLO Holdings, Ltd. (as of 12.19.17)

Highland CLO Management Ltd.

Highland CLO Trust

Highland Credit Opportunities CDO Asset Holdings GP, Ltd.

Highland Credit Opportunities CDO Asset Holdings, L.P.

Highland Credit Opportunities CDO Financing, LLC

Highland Credit Opportunities CDO, Ltd.

Highland Credit Opportunities Holding Corporation

Highland Credit Opportunities Japanese Feeder Sub-Trust

Highland Credit Opportunities Japanese Unit Trust (Third Party)

Highland Credit Strategies Fund, L.P.

Highland Credit Strategies Fund, Ltd.

Highland Credit Strategies Holding Corporation

Highland Credit Strategies Holding Corporation

Highland Credit Strategies Master Fund, L.P.

Highland Dallas Foundation, Inc.

Highland Dynamic Income Fund GP, LLC

Highland Dynamic Income Fund GP, LLC *(fka Highland Capital Loan GP, LLC)*

Highland Dynamic Income Fund, L.P.

Highland Dynamic Income Fund, L.P. *(fka Highland Capital Loan Fund, L.P.)*

Highland Dynamic Income Fund, Ltd.

Highland Dynamic Income Fund, Ltd. *(fka Highland Loan Fund, Ltd.)*

Highland Dynamic Income Master Fund, L.P.

Highland Dynamic Income Master Fund, L.P. *(fka Highland Loan Master Fund, L.P.)*

Highland Employee Retention Assets LLC

Highland Energy Holdings, LLC

Highland Energy MLP Fund *(fka Highland Energy and Materials Fund)*

Highland Equity Focus Fund, L.P.

Highland ERA Management, LLC

Highland eSports Private Equity Fund

Highland Financial Corp.

Highland Financial Partners, L.P.

Highland Fixed Income Fund

Highland Flexible Income UCITS Fund

Highland Floating Rate Fund

Highland Floating Rate Opportunites Fund
Highland Floating Rate Opportunities Fund
Highland Fund Holdings, LLC
Highland Funds I
Highland Funds II
Highland Funds III
Highland GAF Chemical Holdings, LLC
Highland General Partner, LP
Highland Global Allocation Fund
Highland Global Allocation Fund *(fka Highland Global Allocation Fund II)*
Highland GP Holdings, LLC
Highland HCF Advisor Ltd.
Highland HCF Advisor, Ltd., as Trustee for and on behalf of Acis CLO Trust, as nominee for and on behalf of Highland CLO Funding, Ltd. (as of 3.29.18)
Highland Healthcare Equity Income and Growth Fund
Highland iBoxx Senior Loan ETF
Highland Income Fund
Highland Income Fund *(fka Highland Floating Rate Opportunities Fund)*
Highland Kansas City Foundation, Inc.
Highland Latin America Consulting, Ltd.
Highland Latin America GP, Ltd.
Highland Latin America LP, Ltd.
Highland Latin America Trust
Highland Legacy Limited
Highland LF Chemical Holdings, LLC
Highland Loan Funding V, LLC
Highland Loan Funding V, Ltd.
Highland Long/Short Equity Fund
Highland Long/Short Healthcare Fund
Highland Marcal Holding, Inc.
Highland Merger Arbitrage Fund
Highland Multi Strategy Credit Fund GP, L.P.
Highland Multi Strategy Credit Fund GP, L.P. *(fka Highland Credit Opportunities CDO GP, L.P.)*
Highland Multi Strategy Credit Fund, L.P.
Highland Multi Strategy Credit Fund, L.P. *(fka Highland Credit Opportunities Fund, L.P., fka Highland Credit Opportunities CDO, L.P.)*
Highland Multi Strategy Credit Fund, Ltd.
Highland Multi Strategy Credit Fund, Ltd. *(fka Highland Credit Opportunities Fund, Ltd.)*
Highland Multi Strategy Credit GP, LLC
Highland Multi Strategy Credit GP, LLC *(fka Highland Credit Opportunities CDO GP, LLC)*
Highland Multi-Strategy Fund GP, LLC
Highland Multi-Strategy Fund GP, LP
Highland Multi-Strategy IDF GP, LLC
Highland Multi-Strategy Master Fund, L.P.
Highland Multi-Strategy Master Fund, LP
Highland Multi-Strategy Onshore Master SubFund II, LLC
Highland Multi-Strategy Onshore Master Subfund, LLC
Highland Opportunistic Credit Fund
Highland Park CDO 1, Ltd.
Highland Park CDO I, Ltd.
Highland Premier Growth Equity Fund
Highland Premium Energy & Materials Fund
Highland Prometheus Feeder Fund I, L.P.
Highland Prometheus Feeder Fund I, LP
Highland Prometheus Feeder Fund II, L.P.
Highland Prometheus Feeder Fund II, LP
Highland Prometheus Master Fund, L.P.
Highland Receivables Finance I, LLC
Highland Restoration Capital Partners GP, LLC
Highland Restoration Capital Partners Master, L.P.
Highland Restoration Capital Partners Offshore, L.P.
Highland Restoration Capital Partners, L.P.
Highland Santa Barbara Foundation, Inc.
Highland Select Equity Fund GP, L.P.
Highland Select Equity Fund, L.P.
Highland Select Equity GP, LLC
Highland Select Equity Master Fund, L.P.

Highland Small-Cap Equity Fund
Highland Socially Responsible Equity Fund
Highland Socially Responsible Equity Fund
(fka Highland Premier Growth Equity Fund)

Highland Special Opportunities Holding Company
Highland SunBridge GP, LLC
Highland Tax-Exempt Fund
Highland TCI Holding Company, LLC
Highland Total Return Fund
Highland's Roads Land Holding Company, LLC
Hinduja Bank (Switzerland) Ltd
Hirst, Ltd.
HMCF PB Investors, LLC
HMx2 Investment Trust
(Matt McGraner)
Hockney, Ltd.
HRT North Atlanta, LLC
HRT Timber Creek, LLC
HRTBH North Atlanta, LLC
HRTBH Timber Creek, LLC
Huber Funding LLC
Hunter Mountain Investment Trust
HWS Investors Holdco, LLC
Internal Investors
Intertrust
James D. Dondero
Reese Avry Dondero
Jameson Drue Dondero
James Dondero
James Dondero and Mark Okada
James Dondero
Reese Avry Dondero
Jameson Drue Dondero
Japan Trustee Services Bank, Ltd.
Jasper CLO, Ltd.
Jewelry Ventures I, LLC
JMIJM, LLC
Joanna E. Milne Irrevocable Trust dated Nov 25 1998 (third party)
John Honis
John L. Holt, Jr.
John R. Sears, Jr.
Karisopolis, LLC
Keelhaul LLC
KHM Interests, LLC (third party)
Kuilima Montalban Holdings, LLC
Kuilima Resort Holdco, LLC
KV Cameron Creek Owner, LLC
Lakes at Renaissance Park Apartments Investors, L.P.
Lakeside Lane, LLC
Landmark Battleground Park II, LLC
Lane Britain
Larry K. Anders
LAT Battleground Park, LLC
LAT Briley Parkway, LLC
Lautner, Ltd.
Leawood RE Holdings, LLC
Liberty Cayman Holdings, Ltd.
Liberty CLO Holdco, Ltd.
Liberty CLO, Ltd.
Liberty Sub, Ltd.
Long Short Equity Sub, LLC
Longhorn Credit Funding LLC
Longhorn Credit Funding LLC - A
Longhorn Credit Funding LLC - B
Longhorn Credit Funding LLC (LHB)
Longhorn Credit Funding, LLC
Lurin Real Estate Holdings V, LLC
Maple Avenue Holdings, LLC
MaplesFS Limited
Marc C. Manzo
Mark and Pam Okada Family Trust - Exempt Descendants' Trust
Mark and Pam Okada Family Trust - Exempt Trust #2
Mark and Pamela Okada Family Trust - Exempt Descendants' Trust
Mark and Pamela Okada Family Trust - Exempt Descendants' Trust #2
Mark and Pamela Okada Family Trust - Exempt Trust #2
Mark K. Okada

Mark Okada
Mark Okada and Pam Okada
Mark Okada and Pam Okada, as joint owners
Mark Okada/Pamela Okada
Markham Fine Jewelers, L.P.
Markham Fine Jewelers, LP
Matt McGraner
Meritage Residential Partners, LLC
MGM Studios HoldCo, Ltd.
Michael Rossi
ML CLO XIX Sterling (Cayman), Ltd.
N/A
Nancy Dondero
NCI Apache Trail LLC
NCI Assets Holding Company LLC
NCI Country Club LLC
NCI Fort Worth Land LLC
NCI Front Beach Road LLC
NCI Minerals LLC
NCI Royse City Land LLC
NCI Stewart Creek LLC
NCI Storage, LLC
Neil Labatte
Neutra, Ltd.
New Jersey Tissue Company Holdco, LLC
(fka Marcal Paper Mills Holding Company, LLC)
NexAnnuity Holdings, Inc.
NexBank Capital Trust I
NexBank Capital, Inc.
NexBank Land Advisors, Inc.
NexBank Securities Inc.
NexBank Securities, Inc.
NexBank SSB
NexBank Title, Inc.
(dba NexVantage Title Services)
NexBank, SSB
NexPoint Advisors GP, LLC
NexPoint Advisors, L.P.
NexPoint Capital REIT, LLC
NexPoint Capital, Inc.
NexPoint Capital, Inc. *(fka NexPoint Capital, LLC)*
NexPoint CR F/H DST, LLC
NexPoint Credit Strategies Fund
NexPoint Discount Strategies Fund
(fka NexPoint Discount Yield Fund)
NexPoint DRIP
NexPoint Energy and Materials Opportunities Fund *(fka NexPoint Energy Opportunities Fund)*
NexPoint Event-Driven Fund
(fkaNexPoint Merger Arbitrage Fund)
NexPoint Flamingo DST
NexPoint Flamingo Investment Co, LLC
NexPoint Flamingo Leaseco, LLC
NexPoint Flamingo Manager, LlC
NexPoint Flamingo Property Manager, LlC
NexPoint Healthcare Opportunities Fund
NexPoint Hospitality Trust
NexPoint Hospitality, Inc.
NexPoint Hospitality, LLC
NexPoint Insurance Distributors, LLC
NexPoint Insurance Solutions GP, LLC
NexPoint Insurance Solutions GP, LLC
(fka Highland Capital Insurance Solutions GP, LLC)
NexPoint Insurance Solutions, L.P.
(fka Highland Capital Insurance Solutions, L.P.)
NexPoint Latin American Opportunities Fund
NexPoint Legacy 22, LLC
NexPoint Lincoln Porte Equity, LLC
NexPoint Lincoln Porte Manager, LLC
NexPoint Lincoln Porte, LLC
(fka NREA Lincoln Porte, LLC)
NexPoint Multifamily Capital Trust, Inc.
NexPoint Multifamily Capital Trust, Inc.
(fka NexPoint Multifamily Realty Trust, Inc., fka Highland Capital Realty Trust, Inc.)
NexPoint Multifamily Operating Partnership, L.P.
NexPoint Peoria, LLC
NexPoint Polo Glen DST

NexPoint Polo Glen Holdings, LLC
NexPoint Polo Glen Investment Co, LLC
NexPoint Polo Glen Leaseco, LLC
NexPoint Polo Glen Manager, LLC
NexPoint RE Finance Advisor GP, LLC
NexPoint RE Finance Advisor, L.P.
NexPoint Real Estate Advisors GP, LLC
NexPoint Real Estate Advisors II, L.P.
NexPoint Real Estate Advisors II, L.P.
NexPoint Real Estate Advisors III, L.P.
NexPoint Real Estate Advisors IV, L.P.
NexPoint Real Estate Advisors V, L.P.
NexPoint Real Estate Advisors VI, L.P.
NexPoint Real Estate Advisors VII GP, LLC
NexPoint Real Estate Advisors VII, L.P.
NexPoint Real Estate Advisors VIII, L.P.
NexPoint Real Estate Advisors, L.P.
NexPoint Real Estate Capital, LLC
NexPoint Real Estate Capital, LLC *(fka Highland Real Estate Capital, LLC, fka Highland Multifamily Credit Fund, LLC)*
NexPoint Real Estate Finance OP GP, LLC
NexPoint Real Estate Finance Operating Partnership, L.P.
NexPoint Real Estate Finance, Inc.
NexPoint Real Estate Opportunities, LLC
NexPoint Real Estate Opportunities, LLC *(fka Freedom REIT LLC)*
NexPoint Real Estate Partners, LLC (fka HCRE Partners, LLC)
NexPoint Real Estate Partners, LLC (fka HCRE Partners, LLC)
NexPoint Real Estate Strategies Fund
NexPoint Residential Trust Inc.
NexPoint Residential Trust Operating Partnership GP, LLC
NexPoint Residential Trust Operating Partnership, L.P.
NexPoint Residential Trust Operating Partnership, L.P.
NexPoint Residential Trust, Inc.
NexPoint Securities, Inc. *(fka Highland Capital Funds Distributor, Inc.) (fka Pyxis Distributors, Inc.)*
NexPoint Strategic Income Fund *(fka NexPoint Opportunistic Credit Fund, fka NexPoint Distressed Strategies Fund)*
NexPoint Strategic Opportunities Fund
NexPoint Strategic Opportunities Fund *(fka NexPoint Credit Strategies Fund)*
NexPoint Texas Multifamily Portfolio DST *(fka NREA Southeast Portfolio Two, DST)*
NexPoint WLIF I Borrower, LLC
NexPoint WLIF I, LLC
NexPoint WLIF II Borrower, LLC
NexPoint WLIF II, LLC
NexPoint WLIF III Borrower, LLC
NexPoint WLIF III, LLC
NexPoint WLIF, LLC (Series I)
NexPoint WLIF, LLC (Series II)
NexPoint WLIF, LLC (Series III)
NexStrat LLC
NexVest, LLC
NexWash LLC
NFRO REIT Sub, LLC
NFRO TRS, LLC
NHF CCD, Inc.
NHT 2325 Stemmons, LLC
NHT Beaverton TRS, LLC *(fka NREA Hotel TRS, Inc.)*
NHT Beaverton, LLC
NHT Bend TRS, LLC
NHT Bend, LLC
NHT Destin TRS, LLC
NHT Destin, LLC
NHT DFW Portfolio, LLC
NHT Holdco, LLC
NHT Holdings, LLC
NHT Intermediary, LLC
NHT Nashville TRS, LLC
NHT Nashville, LLC
NHT Olympia TRS, LLC
NHT Olympia, LLC
NHT Operating Partnership GP, LLC

NHT Operating Partnership II, LLC
NHT Operating Partnership, LLC
NHT Salem, LLC
NHT SP Parent, LLC
NHT SP TRS, LLC
NHT SP, LLC
NHT Tigard TRS, LLC
NHT Tigard, LLC
NHT TRS, Inc.
NHT Uptown, LLC
NHT Vancouver TRS, LLC
NHT Vancouver, LLC
NLA Assets LLC
NMRT TRS, Inc.
NREA Adair DST Manager, LLC
NREA Adair Investment Co, LLC
NREA Adair Joint Venture, LLC
NREA Adair Leaseco Manager, LLC
NREA Adair Leaseco, LLC
NREA Adair Property Manager LLC
NREA Adair, DST
NREA Ashley Village Investors, LLC
NREA Cameron Creek Investors, LLC
NREA Cityplace Hue Investors, LLC
NREA Crossing Investors LLC
NREA Crossings Investors, LLC
NREA Crossings Ridgewood Coinvestment, LLC *(fka NREA Crossings Ridgewood Investors, LLC)*
NREA DST Holdings, LLC
NREA El Camino Investors, LLC
NREA Estates Inc.
NREA Estates Investment Co, LLC
NREA Estates Leaseco, LLC
NREA Estates Manager, LLC
NREA Estates Property Manager, LLC
NREA Estates, DST
NREA Gardens DST Manager LLC
NREA Gardens DST Manager, LLC
NREA Gardens Investment Co, LLC
NREA Gardens Leaseco Manager, LLC
NREA Gardens Leaseco, LLC
NREA Gardens Property Manager, LLC
NREA Gardens Springing LLC
NREA Gardens Springing Manager, LLC
NREA Gardens, DST
NREA Hidden Lake Investment Co, LLC
NREA Hue Investors, LLC
NREA Keystone Investors, LLC
NREA Meritage Inc.
NREA Meritage Investment Co, LLC
NREA Meritage Leaseco, LLC
NREA Meritage Manager, LLC
NREA Meritage Property Manager, LLC
NREA Meritage, DST
NREA Oaks Investors, LLC
NREA Retreat Investment Co, LLC
NREA Retreat Leaseco, LLC
NREA Retreat Manager, LLC
NREA Retreat Property Manager, LLC
NREA Retreat, DST
NREA SE MF Holdings LLC
NREA SE MF Holdings, LLC
NREA SE MF Investment Co, LLC
NREA SE MF Investment Co, LLC
NREA SE Multifamily LLC
NREA SE Multifamily, LLC
NREA SE One Property Manager, LLC
NREA SE Three Property Manager, LLC
NREA SE Two Property Manager, LLC
NREA SE1 Andros Isles Leaseco, LLC
NREA SE1 Andros Isles Manager, LLC
NREA SE1 Andros Isles, DST
(Converted from DK Gateway Andros, LLC)
NREA SE1 Arborwalk Leaseco, LLC
NREA SE1 Arborwalk Manager, LLC
NREA SE1 Arborwalk, DST
(Converted from MAR Arborwalk, LLC)
NREA SE1 Towne Crossing Leaseco, LLC
NREA SE1 Towne Crossing Manager, LLC
NREA SE1 Towne Crossing, DST
(Converted from Apartment REIT Towne Crossing, LP)
NREA SE1 Walker Ranch Leaseco, LLC
NREA SE1 Walker Ranch Manager, LLC

NREA SE1 Walker Ranch, DST
(Converted from SOF Walker Ranch Owner, L.P.)

NREA SE2 Hidden Lake Leaseco, LLC

NREA SE2 Hidden Lake Manager, LLC

NREA SE2 Hidden Lake, DST

NREA SE2 Hidden Lake, DST
(Converted from SOF Hidden Lake SA Owner, L.P.)

NREA SE2 Vista Ridge Leaseco, LLC

NREA SE2 Vista Ridge Manager, LLC

NREA SE2 Vista Ridge, DST

NREA SE2 Vista Ridge, DST
(Converted from MAR Vista Ridge, L.P.)

NREA SE2 West Place Leaseco, LLC

NREA SE2 West Place Manager, LLC

NREA SE2 West Place, DST
(Converted from Landmark at West Place, LLC)

NREA SE3 Arboleda Leaseco, LLC

NREA SE3 Arboleda Manager, LLC

NREA SE3 Arboleda, DST
(Converted from G&E Apartment REIT Arboleda, LLC)

NREA SE3 Fairways Leaseco, LLC

NREA SE3 Fairways Manager, LLC

NREA SE3 Fairways, DST
(Converted from MAR Fairways, LLC)

NREA SE3 Grand Oasis Leaseco, LLC

NREA SE3 Grand Oasis Manager, LLC

NREA SE3 Grand Oasis, DST
(Converted from Landmark at Grand Oasis, LP)

NREA Southeast Portfolio One Manager, LLC

NREA Southeast Portfolio One, DST

NREA Southeast Portfolio One, DST

NREA Southeast Portfolio Three Manager, LLC

NREA Southeast Portfolio Three, DST

NREA Southeast Portfolio Three, DST

NREA Southeast Portfolio Two Manager, LLC

NREA Southeast Portfolio Two, DST

NREA Southeast Portfolio Two, LLC

NREA SOV Investors, LLC

NREA Uptown TRS, LLC

NREA VB I LLC

NREA VB II LLC

NREA VB III LLC

NREA VB IV LLC

NREA VB Pledgor I LLC

NREA VB Pledgor I, LLC

NREA VB Pledgor II LLC

NREA VB Pledgor II, LLC

NREA VB Pledgor III LLC

NREA VB Pledgor III, LLC

NREA VB Pledgor IV LLC

NREA VB Pledgor IV, LLC

NREA VB Pledgor V LLC

NREA VB Pledgor V, LLC

NREA VB Pledgor VI LLC

NREA VB Pledgor VI, LLC

NREA VB Pledgor VII LLC

NREA VB Pledgor VII, LLC

NREA VB SM, Inc.

NREA VB V LLC

NREA VB VI LLC

NREA VB VII LLC

NREA Vista Ridge Investment Co, LLC

NREC AR Investors, LLC

NREC BM Investors, LLC

NREC BP Investors, LLC

NREC Latitude Investors, LLC

NREC REIT Sub, Inc.

NREC TRS, Inc.

NREC WW Investors, LLC

NREF OP I Holdco, LLC

NREF OP I SubHoldco, LLC

NREF OP I, L.P.

NREF OP II Holdco, LLC

NREF OP II SubHoldco, LLC

NREF OP II, L.P.

NREF OP IV REIT Sub TRS, LLC

NREF OP IV REIT Sub, LLC

NREF OP IV, L.P.

NREO NW Hospitality Mezz, LLC

NREO NW Hospitality, LLC

NREO Perilune, LLC
NREO SAFStor Investors, LLC
NREO TRS, Inc.
NRESF REIT Sub, LLC
NXRT Abbington, LLC
NXRT Atera II, LLC
NXRT Atera, LLC
NXRT AZ2, LLC
NXRT Barrington Mill, LLC
NXRT Bayberry, LLC
NXRT Bella Solara, LLC
NXRT Bella Vista, LLC
NXRT Bloom, LLC
NXRT Brandywine GP I, LLC
NXRT Brandywine GP I, LLC
NXRT Brandywine GP II, LLC
NXRT Brandywine GP II, LLC
NXRT Brandywine LP, LLC
NXRT Brandywine LP, LLC
NXRT Brentwood Owner, LLC
NXRT Brentwood, LLC
NXRT Cedar Pointe Tenant, LLC
NXRT Cedar Pointe, LLC
NXRT Cityview, LLC
NXRT Cornerstone, LLC
NXRT Crestmont, LLC
NXRT Crestmont, LLC
NXRT Enclave, LLC
NXRT Glenview, LLC
NXRT H2 TRS, LLC
NXRT Heritage, LLC
NXRT Hollister TRS LLC
NXRT Hollister, LLC
NXRT LAS 3, LLC
NXRT Master Tenant, LLC
NXRT Nashville Residential, LLC
NXRT Nashville Residential, LLC *(fka Freedom Nashville Residential, LLC)*
NXRT North Dallas 3, LLC
NXRT Old Farm, LLC
NXRT Pembroke Owner, LLC
NXRT Pembroke, LLC
NXRT PHX 3, LLC
NXRT Radbourne Lake, LLC
NXRT Rockledge, LLC
NXRT Sabal Palms, LLC
NXRT SM, Inc.
NXRT Steeplechase, LLC
NXRT Stone Creek, LLC
NXRT Summers Landing GP, LLC
NXRT Summers Landing LP, LLC
NXRT Torreyana, LLC
NXRT Vanderbilt, LLC
NXRT West Place, LLC
NXRTBH AZ2, LLC
NXRTBH Barrington Mill Owner, LLC
NXRTBH Barrington Mill SM, Inc.
NXRTBH Barrington Mill, LLC
NXRTBH Bayberry, LLC
NXRTBH Cityview, LLC
NXRTBH Colonnade, LLC
NXRTBH Cornerstone Owner, LLC
NXRTBH Cornerstone SM, Inc.
NXRTBH Cornerstone, LLC
NXRTBH Dana Point SM, Inc.
NXRTBH Dana Point, LLC
NXRTBH Foothill SM, Inc.
NXRTBH Foothill, LLC
NXRTBH Heatherstone SM, Inc.
NXRTBH Heatherstone, LLC
NXRTBH Hollister Tenant, LLC
NXRTBH Hollister, LLC
NXRTBH Madera SM, Inc.
NXRTBH Madera, LLC
NXRTBH McMillan, LLC
NXRTBH North Dallas 3, LLC
NXRTBH Old Farm II, LLC
NXRTBH Old Farm Tenant, LLC
NXRTBH Old Farm, LLC
NXRTBH Radbourne Lake, LLC
NXRTBH Rockledge, LLC
NXRTBH Sabal Palms, LLC
NXRTBH Steeplechase, LLC
(dba Southpoint Reserve at Stoney Creek)-VA
NXRTBH Stone Creek, LLC
NXRTBH Vanderbilt, LLC

NXRTBH Versailles SM, Inc.
NXRTBH Versailles, LLC
Oak Holdco, LLC
Oaks CGC, LLC
Okada Family Revocable Trust
Oldenburg, Ltd.
Pam Capital Funding GP Co. Ltd.
Pam Capital Funding, L.P.
PamCo Cayman Ltd.
Park West 1700 Valley View Holdco, LLC
Park West 2021 Valley View Holdco, LLC
Park West Holdco, LLC
Park West Portfolio Holdco, LLC
Participants of Highland 401K Plan
Patrick Willoughby-McCabe
PCMG Trading Partners XXIII, L.P.
PCMG Trading Partners XXIII, LP
PDK Toys Holdco, LLC
Pear Ridge Partners, LLC
Penant Management GP, LLC
Penant Management LP
PensionDanmark Holding A/S
PensionDanmark Pensionsforsikringsaktieselskab
Peoria Place Development, LLC (30% cash contributions - profit participation only)
Perilune Aero Equity Holdings One, LLC
Perilune Aviation LLC
PetroCap Incentive Holdings III. L.P.
PetroCap Incentive Partners II GP, LLC
PetroCap Incentive Partners II, L.P.
PetroCap Incentive Partners III GP, LLC
PetroCap Incentive Partners III, LP
PetroCap Management Company LLC
PetroCap Partners II GP, LLC
PetroCap Partners II, L.P.
PetroCap Partners III GP, LLC
PetroCap Partners III, L.P.
Pharmacy Ventures I, LLC
Pharmacy Ventures II, LLC
Pollack, Ltd.
Powderhorn, LLC
PWM1 Holdings, LLC
PWM1, LLC
RADCO - Bay Meadows, LLLP
RADCO - Bay Park, LLLP
RADCO NREC Bay Meadows Holdings, LLC
RADCO NREC Bay Park Holdings, LLC
Ramarim, LLC
Rand Advisors Series I Insurance Fund
Rand Advisors Series II Insurance Fund
Rand Advisors, LLC
Rand PE Fund I, L.P.
Rand PE Fund I, L.P. - Series 1
Rand PE Fund Management, LLC
Rand PE Holdco, LLC
Realdania
Red River CLO, Ltd.
Red River Investors Corp.
Riverview Partners SC, LLC
Rockwall CDO II Ltd.
Rockwall CDO II, Ltd.
Rockwall CDO, Ltd.
Rockwall Investors Corp.
Rothko, Ltd.
RTT Bella Solara, LLC
RTT Bloom, LLC
RTT Financial, Inc.
RTT Hollister, LLC
RTT Rockledge, LLC
RTT Torreyana, LLC
SALI Fund Partners, LLC
SAS Management
SAS Asset Recovery Ltd.
San Diego County Employees Retirement Association
Sandstone Pasadena Apartments, LLC
Sandstone Pasadena, LLC
Santa Barbara Foundation (third party)
Saturn Oil & Gas LLC
SBC Master Pension Trust
Scott Matthew Siekielski
SE Battleground Park, LLC
SE Battleground Park, LLC

SE Glenview, LLC

SE Governors Green Holdings, L.L.C.

SE Governors Green Holdings, L.L.C. *(fka SCG Atlas Governors Green Holdings, L.L.C.)*

SE Governors Green I, LLC

SE Governors Green II, LLC

SE Governors Green II, LLC

SE Governors Green REIT, L.L.C.

SE Governors Green REIT, L.L.C. *(fka SCG Atlas Governors Green REIT, L.L.C.)*

SE Governors Green, LLC *(fka SCG Atlas Governors Green, L.L.C.)*

SE Gulfstream Isles GP, LLC

SE Gulfstream Isles GP, LLC

SE Gulfstream Isles LP, LLC

SE Gulfstream Isles LP, LLC

SE Heights at Olde Towne, LLC

SE Heights at Olde Towne, LLC

SE Lakes at Renaissance Park GP I, LLC

SE Lakes at Renaissance Park GP II, LLC

SE Lakes at Renaissance Park GP II, LLC

SE Lakes at Renaissance Park LP, LLC

SE Lakes at Renaissance Park LP, LLC

SE Multifamily Holdings LLC

SE Multifamily Holdings, LLC

SE Multifamily REIT Holdings LLC

SE Myrtles at Olde Towne, LLC

SE Myrtles at Olde Towne, LLC

SE Oak Mill I Holdings, LLC

SE Oak Mill I Holdings, LLC *(fka SCG Atlas Oak Mill I Holdings, L.L.C.)*

SE Oak Mill I Owner, LLC *(fka SCG Atlas Oak Mill I, L.L.C.)*

SE Oak Mill I REIT, LLC

SE Oak Mill I REIT, LLC *(fka SCG Atlas Oak Mill I REIT, L.L.C.)*

SE Oak Mill I, LLC

SE Oak Mill I, LLC

SE Oak Mill II Holdings, LLC

SE Oak Mill II Holdings, LLC *(fka SCG Atlas Oak Mill II Holdings, L.L.C.)*

SE Oak Mill II Owner, LLC *(fka SCG Atlas Oak Mill II, L.L.C.)*

SE Oak Mill II REIT, LLC

SE Oak Mill II REIT, LLC *(fka SCG Atlas Oak Mill II REIT, L.L.C.)*

SE Oak Mill II, LLC

SE Oak Mill II, LLC

SE Quail Landing, LLC

SE River Walk, LLC

SE Riverwalk, LLC

SE SM, Inc.

SE Stoney Ridge Holdings, L.L.C. *(fka SCG Atlas Stoney Ridge Holdings, L.L.C.)*

SE Stoney Ridge Holdings, LLC

SE Stoney Ridge I, LLC

SE Stoney Ridge I, LLC

SE Stoney Ridge II, LLC

SE Stoney Ridge II, LLC

SE Stoney Ridge REIT, L.L.C. *(fka SCG Atlas Stoney Ridge REIT, L.L.C.)*

SE Stoney Ridge REIT, LLC

SE Stoney Ridge, LLC *(fka SCG Atlas Stoney Ridge, L.L.C.)*

SE Victoria Park, LLC

SE Victoria Park, LLC

Sentinel Re Holdings, Ltd.

Sentinel Reinsurance Ltd.

Sentinel Reinsurance Limited

SFH1, LLC

SFR WLIF I, LLC *(fka NexPoint WLIF I, LLC)*

SFR WLIF II, LLC *(NexPoint WLIF II, LLC)*

SFR WLIF III, LLC *(NexPoint WLIF III, LLC)*

SFR WLIF Manager, LLC *(NexPoint WLIF Manager, LLC)*

SFR WLIF, LLC *(NexPoint WLIF, LLC)*

SFR WLIF, LLC Series I

SFR WLIF, LLC Series II

SFR WLIF, LLC Series III

SH Castle BioSciences, LLC

Small Cap Equity Sub, LLC
Socially Responsible Equity Sub, LLC
SOF Brandywine I Owner, L.P.
SOF Brandywine II Owner, L.P.
SOF-X GS Owner, L.P.
Southfork Cayman Holdings, Ltd.
Southfork CLO, Ltd.
Specialty Financial Products Designated Activity Company *(fka Specialty Financial Products Limited)*
Spiritus Life, Inc.
SRL Sponsor LLC
SRL Whisperwod LLC
SRL Whisperwood Member LLC
SRL Whisperwood Venture LLC
SSB Assets LLC
Starck, Ltd.
Stemmons Hospitality, LLC
Steve Shin
Stonebridge Capital, Inc.
Stonebridge-Highland Healthcare Private Equity Fund
Strand Advisors III, Inc.
Strand Advisors IV, LLC
Strand Advisors IX, LLC
Strand Advisors V, LLC
Strand Advisors XIII, LLC
Strand Advisors XVI, Inc.
Strand Advisors, Inc.
Stratford CLO, Ltd.
Summers Landing Apartment Investors, L.P.
Term Loan B
(10% cash contributions - profit participation only)
The Dallas Foundation
The Dallas Foundation (third party)
The Dondero Insurance Rabbi Trust
The Dugaboy Investment Trust
The Dugaboy Investment Trust U/T/A Dated Nov 15, 2010
The Get Good Non-Exempt Trust No. 1
The Get Good Non-Exempt Trust No. 2
The Get Good Trust
The Mark and Pamela Okada Family Trust - Exempt Descendants' Trust
The Mark and Pamela Okada Family Trust - Exempt Trust #2
The Ohio State Life Insurance Company
The Okada Family Foundation, Inc.
The Okada Insurance Rabbi Trust
The SLHC Trust
The Trustees of Columbia University in the City of New York
The Twentysix Investment Trust
(Third Party Investor)
Thomas A. Neville
Thread 55, LLC
Tihany, Ltd.
Todd Travers
Tranquility Lake Apartments Investors, L.P.
Tuscany Acquisition, LLC
Uptown at Cityplace Condominium Association, Inc.
US Gaming OpCo, LLC
US Gaming SPV, LLC
US Gaming, LLC
Valhalla CLO, Ltd.
VB GP LLC
VB Holding, LLC
VB One, LLC
VB OP Holdings LLC
VBAnnex C GP, LLC
VBAnnex C Ohio, LLC
VBAnnex C, LP
Ventoux Capital, LLC
(Matt Goetz)
VineBrook Annex B, L.P.
VineBrook Annex I, L.P.
VineBrook Homes Merger Sub II LLC
VineBrook Homes Merger Sub LLC
VineBrook Homes OP GP, LLC
VineBrook Homes Operating Partnership, L.P.
VineBrook Homes Trust, Inc.
VineBrook Partners I, L.P.
VineBrook Partners II, L.P.
VineBrook Properties, LLC

Virginia Retirement System
Vizcaya Investment, LLC
Wake LV Holdings II, Ltd.
Wake LV Holdings, Ltd.
Walter Holdco GP, LLC
Walter Holdco I, Ltd.
Walter Holdco, L.P.
Warhol, Ltd.
Warren Chang
Westchester CLO, Ltd.
William L. Britain
Wright Ltd.
Wright, Ltd.
Yellow Metal Merchants, Inc.

Docket #1943 Date Filed: 02/22/2021

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed February 22, 2021

United States Bankruptcy Judge

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
Debtor.	)	

ORDER (I) CONFIRMING THE FIFTH AMENDED PLAN OF REORGANIZATION OF HIGHLAND CAPITAL MANAGEMENT, L.P. (AS MODIFIED) AND (II) GRANTING RELATED RELIEF

The Bankruptcy Court[2] having:

a. entered, on November 24, 2020, the *Order (A) Approving the Adequacy of the Disclosure Statement, (B) Scheduling A Hearing to Confirm the Fifth Amended Plan of Reorganization (C) Establishing Deadline for Filing Objections to Confirmation of Plan, (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures, and (E) Approving Form and Manner of Notice* [Docket No. 1476] (the "Disclosure Statement Order"), pursuant to which the Bankruptcy Court approved the adequacy of the *Disclosure Statement Relating to the Fifth*

[1] The Debtor's last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.

[2] Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan (as defined below). The rules of interpretation set forth in Article I of the Plan apply to this Confirmation Order.

Amended Plan of Reorganization of Highland Capital Management, L.P. [Docket No. 1473] (the "Disclosure Statement") under section 1125 of the Bankruptcy Code and authorized solicitation of the Disclosure Statement;

b. set January 5, 2021, at 5:00 p.m. prevailing Central Time (the "Objection Deadline"), as the deadline for filing objections to confirmation of the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* (*As Modified*) [Docket No. 1808] (as amended, supplemented or modified, the "Plan");

c. set January 5, 2021, at 5:00 p.m. prevailing Central Time, as the deadline for voting on the Plan (the "Voting Deadline") in accordance with the Disclosure Statement Order;

d. initially set January 13, 2021, at 9:30 a.m. prevailing Central Time, as the date and time to commence the hearing to consider confirmation of the Plan pursuant to Bankruptcy Rules 3017 and 3018, sections 1126, 1128, and 1129 of the Bankruptcy Code, and the Disclosure Statement Order, which hearing was continued to January 26, 2021, at 9:30 a.m. prevailing Central Time and further continued to February 2, 2021;

e. reviewed: (i) the Plan; (ii) the Disclosure Statement; and (iii) *Notice of (I) Entry of Order Approving Disclosure Statement; (II) Hearing to Confirm; and (III) Related Important Dates* (the "Confirmation Hearing Notice"), the form of which is attached as Exhibit 1-B to the Disclosure Statement Order;

f. reviewed: (i) the *Debtor's Notice of Filing of Plan Supplement for the Third Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1389] filed November 13, 2020; (ii) *Debtor's Notice of Filing of Plan Supplement for the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1606] filed on December 18, 2020; (iii) the *Debtor's Notice of Filing of Plan Supplement for the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1656] filed on January 4, 2021; (iv) *Notice of Filing Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (with Technical Modifications)t* dated January 22, 2021 [Docket No. 1811]; and (v) *Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland of Highland Capital Management, L.P. (As Modified)* on February 1, 2021 [Docket No. 1875]; (collectively, the documents listed in (i) through (v) of this paragraph, the "Plan Supplements");

g. reviewed: (i) the *Notice of (I) Executory Contracts and Unexpired Leases to be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, if Any, and (III) Related Procedures in Connection Therewith* filed on December 30, 2020 [Docket No. 1648]; (ii) the *Second Notice of (I) Executory Contracts and*

Unexpired Leases to be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, if Any, and (III) Related Procedures in Connection Therewith filed on January 11, 2021 [Docket No.1719]; (iii) the *Third Notice of (I) Executory Contracts and Unexpired Leases to be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, if Any, and (III) Related Procedures in Connection Therewith* filed on January 15, 2021 [Docket No. 1749]; (iv) the *Notice of Withdrawal of Certain Executory Contracts and Unexpired Leases from List of Executory Contracts and Unexpired Leases to be Assumed by the Debtor Pursuant to the Fifth Amended Plan* [Docket No. 1791]; (v) the *Fourth Notice of (I) Executory Contracts and Unexpired Leases to be Assumed by the Debtor Pursuant to the Fifth Amended Plan (II) Cure Amounts, if Any, and (III) Released Procedures in Connection Therewith* filed on January 27, 2021 [Docket No. 1847]; (vi) the *Notice of Hearing on Agreed Motion to (I) Assume Nonresidential Real Property Lease with Crescent TC Investors, L.P. Upon Confirmation of Plan and (II) Extend Assumption Deadline* filed on January 28, 2021 [Docket No. 1857]; and (vii) the *Fifth Notice of (I) Executory Contracts and Unexpired Leases to be Assumed by the Debtor Pursuant to the Fifth Amended Plan (II) Cure Amounts, if Any, and (III) Released Procedures in Connection Therewith* filed on February 1, 2021 [Docket No. 1873] (collectively, the documents referred to in (i) to (vii) are referred to as "List of Assumed Contracts");

h. reviewed: (i) the *Debtor's Memorandum of Law in Support of Confirmation of the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1814] (the "Confirmation Brief"); (ii) the *Debtor's Omnibus Reply to Objections to Confirmation of the Fifth Amended Chapter 11 Plan of Reorganization of Highland Capital Management*; [Docket No. 1807]; and (iii) the *Certification of Patrick M. Leathem With Respect to the Tabulation of Votes on the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1772] and *Supplemental Certification of Patrick M. Leathem With Respect to the Tabulation of Votes on the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1887] filed on February 3, 2021 (together, the "Voting Certifications").

i. reviewed: (i) the *Notice of Affidavit of Publication* dated December 3, 2020 [Docket No. 1505]; (ii) the *Certificate of Service* dated December 23, 2020 [Docket No. 1630]; (iii) the *Supplemental Certificate of Service* dated December 24, 2020 [Docket No. 1637]; (iv) the *Second Supplemental Certificate of Service* dated December 31, 2020 [Docket No. 1653]; (v) the *Certificate of Service* dated December 23, 2020 [Docket No. 1627]; (vi) the *Certificate of Service* dated January 6, 2021 [Docket No. 1696]; (vii) the *Certificate of Service* dated January 7, 2021 [Docket No. 1699]; (viii) the *Certificate of Service* dated January 7, 2021 [Docket No 1700]; (ix) the *Certificate of Service* dated January 15, 2021 [Docket No. 1761]; (x) the *Certificate of Service* dated January 19, 2021 [Docket No. 1775]; (xi) the

Certificate of Service dated January 20, 2021 [Docket No. 1787]; (xii) the *Certificate of Service* dated January 26, 2021[Docket No. 1844]; (xiii) the *Certificate of Service* dated January 27, 2021 [Docket No. 1854]; (xiv) the *Certificate of Service* dated February 1, 2021 [Docket No. 1879]; (xv) the *Certificates of Service* dated February 3, 2021 [Docket No. 1891 and 1893]; and (xvi) the *Certificates of Service* dated February 5, 2021 [Docket Nos. 1906, 1907, 1908 and 1909] (collectively, the "Affidavits of Service and Publication");

j. reviewed all filed[3] pleadings, exhibits, statements, and comments regarding approval of the Disclosure Statement and confirmation of the Plan, including all objections, statements, and reservations of rights;

k. conducted a hearing to consider confirmation of the Plan, which commenced on February 2, 2021, at 9:30 a.m. prevailing Central Time and concluded on February 3, 2021, and issued its oral ruling on February 8, 2021 (collectively, the "Confirmation Hearing);

l. heard the statements and arguments made by counsel in respect of confirmation of the Plan and having considered the record of this Chapter 11 Case and taken judicial notice of all papers and pleadings filed in this Chapter 11 Case; and

m. considered all oral representations, testimony, documents, filings, and other evidence regarding confirmation of the Plan, including (a) all of the exhibits admitted into evidence;[4] (b) the sworn testimony of (i) James P. Seery, Jr., the Debtor's Chief Executive Officer and Chief Restructuring Officer and a member of the Board of Directors of Strand Advisors, Inc. ("Strand"), the Debtor's general partner; (ii) John S. Dubel, a member of the Board of Strand; (iii) Marc Tauber, a Vice President at Aon Financial Services; and (iv) Robert Jason Post, the Chief Compliance Officer of NexPoint Advisors, LP (collectively, the "Witnesses"); (c) the credibility of the Witnesses; and (d) the Voting Certifications.

NOW, THEREFORE, after due deliberation thereon and good cause appearing therefor, the Bankruptcy Court hereby makes and issues the following findings of fact and conclusions of law:

[3] Unless otherwise indicated, use of the term "filed" herein refers also to the service of the applicable document filed on the docket in this Chapter 11 Case, as applicable.

[4] The Court admitted the following exhibits into evidence: (a) all of the Debtor's exhibits lodged at Docket No. 1822 (except TTTTT, which was withdrawn by the Debtor); (b) all of the Debtor's exhibits lodged at Docket No. 1866; (c) all of the Debtor's exhibits lodged at Docket No. 1877; (d) all of the Debtor's exhibits lodged at Docket No. 1895; and (e) Exhibits 6-12 and 15-17 offered by Mr. James Dondero and lodged at Docket No. 1874.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. **Findings of Fact and Conclusions of Law.** The findings and conclusions set forth herein, together with the findings of fact and conclusions of law set forth in the record during the Confirmation Hearing, constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Federal Rule of Civil Procedure 52, made applicable to this proceeding pursuant to Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

2. **Introduction and Summary of the Plan.** Prior to addressing the specific requirements under the Bankruptcy Code and Bankruptcy Rules with respect to the confirmation of the Plan, the Bankruptcy Court believes it would be useful to first provide the following background of the Debtor's Chapter 11 Case, the parties involved therewith, and some of the major events that have transpired culminating in the filing and solicitation of the Plan of this very unusual case. Before the Bankruptcy Court is the *Debtor's Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.*, filed on November 24, 2020, as modified on January 22, 2021 and again on February 1, 2021. The parties have repeatedly referred to the Plan as an "asset monetization plan" because it involves the orderly wind-down of the Debtor's estate, including the sale of assets and certain of its funds over time, with the Reorganized Debtor continuing to manage certain other funds, subject to the oversight of the Claimant Trust Oversight Board. The Plan provides for a Claimant Trust to, among other things, manage and monetize the Claimant Trust Assets for the benefit of the Debtor's economic stakeholders. The Claimant Trustee is responsible

for this process, among other duties specified in the Plan's Claimant Trust Agreement. There is also anticipated to be a Litigation Sub-trust established for the purpose of pursuing certain avoidance or other causes of action for the benefit of the Debtor's economic constituents.

3. **Confirmation Requirements Satisfied.** The Plan is supported by the Committee and all claimants with Convenience Claims (*i.e.*, general unsecured claims under $1 million) who voted in Class 7. Claimants with Class 8 General Unsecured Claims, however, voted to reject the Plan because, although the Plan was accepted by 99.8% of the amount of Claims in that class, only 17 claimants voted to accept the Plan while 27 claimants voted to reject the Plan. As a result of such votes, and because Mr. Dondero and the Dondero Related Entities (as defined below) objected to the Plan on a variety of grounds primarily relating to the Plan's release, exculpation and injunction provisions, the Bankruptcy Court heard two full days of evidence on February 2 and 3, 2021, and considered testimony from five witnesses and thousands of pages of documentary evidence in determining whether the Plan satisfies the confirmation standards required under the Bankruptcy Code. The Bankruptcy Court finds and concludes that the Plan meets all of the relevant requirements of sections 1123, 1124, and 1129, and other applicable provisions of the Bankruptcy Code, as more fully set forth below with respect to each of the applicable confirmation requirements.

4. **Not Your Garden Variety Debtor**. The Debtor's case is not a garden variety chapter 11 case. The Debtor is a multibillion-dollar global investment adviser registered with the SEC, pursuant to the Investment Advisers Act of 1940. It was founded in 1993 by James Dondero and Mark Okada. Mark Okada resigned from his role with Highland prior to the

bankruptcy case being filed on October 16, 2019 (the "Petition Date"). Mr. Dondero controlled the Debtor as of the Petition Date but agreed to relinquish control of it on or about January 9, 2020, pursuant to an agreement reached with the Committee, as described below. Although Mr. Dondero remained with the Debtor as an unpaid employee/portfolio manager after January 9, 2020, his employment with the Debtor terminated on October 9, 2020. Mr. Dondero continues to work for and/or control numerous non-debtor entities in the complex Highland enterprise.

5. **The Debtor**. The Debtor is headquartered in Dallas, Texas. As of the Petition Date, the Debtor employed approximately 76 employees. The Debtor is privately-owned: (a) 99.5% by the Hunter Mountain Investment Trust; (b) 0.1866% by The Dugaboy Investment Trust, a trust created to manage the assets of Mr. Dondero and his family; (c) 0.0627% by Mark Okada, personally and through family trusts; and (d) 0.25% by Strand, the Debtor's general partner.

6. **The Highland Enterprise.** Pursuant to various contractual arrangements, the Debtor provides money management and advisory services for billions of dollars of assets, including collateralized loan obligation vehicles ("CLOs"), and other investments. Some of these assets are managed by the Debtor pursuant to shared services agreements with certain affiliated entities, including other affiliated registered investment advisors. In fact, there are approximately 2,000 entities in the byzantine complex of entities under the Highland umbrella. None of these affiliated entities filed for chapter 11 protection. Most, but not all, of these entities are not subsidiaries (direct or indirect) of the Debtor. Many of the Debtor's affiliated companies are

offshore entities, organized in jurisdictions such as the Cayman Islands and Guernsey. *See* Disclosure Statement, at 17-18.

7. **Debtor's Operational History.** The Debtor's primary means of generating revenue has historically been from fees collected for the management and advisory services provided to funds that it manages, plus fees generated for services provided to its affiliates. For additional liquidity, the Debtor, prior to the Petition Date, would sell liquid securities in the ordinary course, primarily through a brokerage account at Jefferies, LLC. The Debtor would also, from time to time, sell assets at non-Debtor subsidiaries and cause those proceeds to be distributed to the Debtor in the ordinary course of business. The Debtor's current Chief Executive Officer, James P. Seery, Jr., credibly testified at the Confirmation Hearing that the Debtor was "run at a deficit for a long time and then would sell assets or defer employee compensation to cover its deficits." The Bankruptcy Court cannot help but wonder if that was necessitated because of enormous litigation fees and expenses incurred by the Debtor due to its culture of litigation—as further addressed below.

8. **Not Your Garden Variety Creditor's Committee**. The Debtor and this chapter 11 case are not garden variety for so many reasons. One of the most obvious standouts in this case is the creditor constituency. The Debtor did not file for bankruptcy because of any of the typical reasons that large companies file chapter 11. For example, the Debtor did not have a large, asset-based secured lender with whom it was in default; it only had relatively insignificant secured indebtedness owing to Jeffries, with whom it had a brokerage account, and one other entity, Frontier State Bank. The Debtor also did not have problems with its trade vendors or landlords.

The Debtor also did not suffer any type of catastrophic business calamity. In fact, the Debtor filed for Chapter 11 protection six months before the onset of the COVID-19 pandemic. Rather, the Debtor filed for Chapter 11 protection due to a myriad of massive, unrelated, business litigation claims that it faced—many of which had finally become liquidated (or were about to become liquidated) after a decade or more of contentious litigation in multiple forums all over the world. The Committee in this case has referred to the Debtor—under its former chief executive, Mr. Dondero—as a "serial litigator." The Bankruptcy Court agrees with that description. By way of example, the members of the Committee (and their history of litigation with the Debtor and others in the Highland complex) are as follows:

a. **The Redeemer Committee of the Highland Crusader Fund (the "Redeemer Committee").** This Committee member obtained an arbitration award against the Debtor in the amount of $190,824,557, inclusive of interest, approximately five months before the Petition Date, from a panel of the American Arbitration Association. It was on the verge of having that award confirmed by the Delaware Chancery Court immediately prior to the Petition Date, after years of disputes that started in late 2008 (and included legal proceedings in Bermuda). This creditor's claim was settled during this Chapter 11 Case in the amount of approximately $137,696,610 (subject to other adjustments and details not relevant for this purpose).

b. **Acis Capital Management, L.P., and Acis Capital Management GP, LLC ("Acis").** Acis was formerly in the Highland complex of companies, but was not affiliated with Highland as of the Petition Date. This Committee member and its now-owner, Joshua Terry, were involved in litigation with the Debtor dating back to 2016. Acis was forced by Mr. Terry (who was a former Highland portfolio manager) into an involuntary chapter 11 bankruptcy in the Bankruptcy Court for the Northern District of Texas, Dallas Division before the Bankruptcy Court in 2018, after Mr. Terry obtained an approximately $8 million arbitration award and judgment against Acis. Mr. Terry ultimately was awarded the equity ownership of Acis by the Bankruptcy Court in the Acis bankruptcy case. Acis subsequently asserted a multi-million dollar claim against Highland in the Bankruptcy Court for Highland's alleged denuding of Acis to defraud its creditors—primarily Mr. Terry. The litigation involving Acis and Mr. Terry dates back to mid-2016 and has

continued on with numerous appeals of Bankruptcy Court orders, including one appeal still pending at the Fifth Circuit Court of Appeals. There was also litigation involving Mr. Terry and Acis in the Royal Court of the Island of Guernsey and in a state court in New York. The Acis claim was settled during this Chapter 11 Case, in Bankruptcy Court-ordered mediation, for approximately $23 million (subject to other details not relevant for this purpose), and is the subject of an appeal being pursued by Mr. Dondero.

c. **UBS Securities LLC and UBS AG London Branch ("UBS").** UBS is a Committee member that filed a proof of claim in the amount of $1,039,957,799.40 in this Chapter 11 Case. The UBS Claim was based on a judgment that UBS received from a New York state court in 2020. The underlying decision was issued in November 2019, after a multi-week bench trial (which had occurred many months earlier) on a breach of contract claim against non-Debtor entities in the Highland complex. The UBS litigation related to activities that occurred in 2008 and 2009. The litigation involving UBS and Highland and affiliates was pending for more than a decade (there having been numerous interlocutory appeals during its history). The Debtor and UBS recently announced an agreement in principle for a settlement of the UBS claim (which came a few months after Bankruptcy Court-ordered mediation) which will be subject to a 9019 motion to be filed with the Bankruptcy Court on a future date.

d. **Meta-E Discovery ("Meta-E").** Meta-E is a Committee member that is a vendor who happened to supply litigation and discovery-related services to the Debtor over the years. It had unpaid invoices on the Petition Date of more than $779,000.

It is fair to say that the members of the Committee in this case all have wills of steel. They fought hard before and during this Chapter 11 Case. The members of the Committee, all of whom have volunteered to serve on the Claimant Trust Oversight Board post-confirmation, are highly sophisticated and have had highly sophisticated professionals representing them. They have represented their constituency in this case as fiduciaries extremely well.

9. **Other Key Creditor Constituents.** In addition to the Committee members who were all embroiled in years of litigation with Debtor and its affiliates in various ways, the Debtor has been in litigation with Patrick Daugherty, a former limited partner and employee of the Debtor, for many years in both Delaware and Texas state courts. Mr. Daugherty filed an amended

proof of claim in this Chapter 11 Case for $40,710,819.42 relating to alleged breaches of employment-related agreements and for defamation arising from a 2017 press release posted by the Debtor. The Debtor and Mr. Daugherty recently announced a settlement of Mr. Daugherty's claim pursuant to which he will receive $750,000 in cash on the Effective Date of the Plan, an $8.25 million general unsecured claim, and a $2.75 million subordinated claim (subject to other details not relevant for this purpose). Additionally, entities collectively known as "HarbourVest" invested more than $70 million with an entity in the Highland complex and asserted a $300 million proof of claim against the Debtor in this case, alleging, among other things, fraud and RICO violations. HarbourVest's claim was settled during the bankruptcy case for a $45 million general unsecured claim and a $35 million subordinated claim, and that settlement is also being appealed by a Dondero Entity.

10. **Other Claims Asserted.** Other than the Claims just described, most of the other Claims in this Chapter 11 Case are Claims asserted against the Debtor by: (a) entities in the Highland complex—most of which entities the Bankruptcy Court finds to be controlled by Mr. Dondero; (b) employees who contend that are entitled to large bonuses or other types of deferred compensation; and (c) numerous law firms that worked for the Debtor prior to the Petition Date and had outstanding amounts due for their prepetition services.

11. **Not Your Garden Variety Post-Petition Corporate Governance Structure**. Yet another reason this is not your garden variety chapter 11 case is its post-petition corporate governance structure. Immediately from its appointment, the Committee's relationship with the Debtor was contentious at best. First, the Committee moved for a change of venue from

Delaware to Dallas. Second, the Committee (and later, the United States Trustee) expressed its then-desire for the appointment of a chapter 11 trustee due to its concerns over and distrust of Mr. Dondero, his numerous conflicts of interest, and his history of alleged mismanagement (and perhaps worse).

12. **Post-Petition Corporate Governance Settlement with Committee.** After spending many weeks under the threat of the potential appointment of a trustee, the Debtor and Committee engaged in substantial and lengthy negotiations resulting in a corporate governance settlement approved by the Bankruptcy Court on January 9, 2020.[5] As a result of this settlement, among other things, Mr. Dondero relinquished control of the Debtor and resigned his positions as an officer or director of the Debtor and its general partner, Strand. As noted above, Mr. Dondero agreed to this settlement pursuant a stipulation he executed,[6] and he also agreed not to cause any Related Entity (as defined in the Settlement Motion) to terminate any agreements with the Debtor. The January 9 Order also (a) required that the Bankruptcy Court serve as "gatekeeper" prior to the commencement of any litigation against the three independent board members appointed to oversee and lead the Debtor's restructuring in lieu of Mr. Dondero and (b) provided for the exculpation of those board members by limiting claims subject to the "gatekeeper" provision to those alleging willful misconduct and gross negligence.

[5] This order is hereinafter referred to as the "January 9 Order" and was entered by the Court on January 9, 2020 [Docket No. 339] pursuant to the *Motion of the Debtor to Approve Settlement with Official Committee of Unsecured Creditors Regarding the Governance of the Debtor and Procedures for Operation in the Ordinary Course* [Docket No. 281] (the "Settlement Motion").

[6] *See Stipulation in Support of Motion of the Debtor for Approval of Settlement With the Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in Ordinary Course* [Docket No. 338] (the "Stipulation").

13. **Appointment of Independent Directors.** As part of the Bankruptcy Court-approved settlement, three eminently qualified independent directors were chosen to lead Highland through its Chapter 11 Case. They are: James P. Seery, Jr., John S. Dubel (each chosen by the Committee), and Retired Bankruptcy Judge Russell Nelms. These three individuals are each technically independent directors of Strand (Mr. Dondero had previously been the sole director of Strand and, thus, the sole person in ultimate control of the Debtor). The three independent board members' resumes are in evidence. The Bankruptcy Court later approved Mr. Seery's appointment as the Debtor's Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative. Suffice it to say that this settlement and the appointment of the independent directors changed the entire trajectory of the case and saved the Debtor from the appointment of a trustee. The Bankruptcy Court and the Committee each trusted the independent directors. They were the right solution at the right time. Because of the unique character of the Debtor's business, the Bankruptcy Court believed the appointment of three qualified independent directors was a far better outcome for creditors than the appointment of a conventional chapter 11 trustee. Each of the independent directors brought unique qualities to the table. Mr. Seery, in particular, knew and had vast experience at prominent firms with high-yield and distressed investing similar to the Debtor's business. Mr. Dubel had 40 years of experience restructuring large complex businesses and serving on boards in this context. And Retired Judge Nelms had not only vast bankruptcy experience but seemed particularly well-suited to help the Debtor maneuver through conflicts and ethical quandaries. By way of comparison, in the chapter 11 case of Acis, the former affiliate of Highland that the Bankruptcy Court presided over and which company was

much smaller in size and scope than Highland (managing only 5-6 CLOs), the creditors elected a chapter 11 trustee who was not on the normal trustee rotation panel in this district but, rather, was a nationally known bankruptcy attorney with more than 45 years of large chapter 11 experience. While the Acis chapter 11 trustee performed valiantly, he was sued by entities in the Highland complex shortly after he was appointed (which the Bankruptcy Court had to address). The Acis trustee was also unable to persuade the Debtor and its affiliates to agree to any actions taken in the case, and he finally obtained confirmation of Acis' chapter 11 plan over the objections of the Debtor and its affiliates on his fourth attempt (which confirmation was promptly appealed).

14. **Conditions Required by Independent Directors.** Given the experiences in Acis and the Debtor's culture of constant litigation, it was not as easy to get such highly qualified persons to serve as independent board members and, later, as the Debtor's Chief Executive Officer, as it would be in an ordinary chapter 11 case. The independent board members were stepping into a morass of problems. Naturally, they were worried about getting sued no matter how defensible their efforts—given the litigation culture that enveloped Highland historically. Based on the record of this Case and the proceedings in the Acis chapter 11 case, it seemed as though everything always ended in litigation at Highland. The Bankruptcy Court heard credible testimony that none of the independent directors would have taken on the role of independent director without (1) an adequate directors and officers' ("D&O") insurance policy protecting them; (2) indemnification from Strand that would be guaranteed by the Debtor; (3) exculpation for mere negligence claims; and (4) a gatekeeper provision prohibiting the commencement of litigation against the independent directors without the Bankruptcy Court's prior authority. This gatekeeper provision was also

included in the Bankruptcy Court's order authorizing the appointment of Mr. Seery as the Debtor's Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative entered on July 16, 2020.[7] The gatekeeper provisions in both the January 9 Order and July 16 Order are precisely analogous to what bankruptcy trustees have pursuant to the so-called "Barton Doctrine" (first articulated in an old Supreme Court case captioned *Barton v. Barbour,* 104 U.S. 126 (1881)). The Bankruptcy Court approved all of these protections in the January 9 Order and the July 16 Order, and no one appealed either of those orders. As noted above, Mr. Dondero signed the Stipulation that led to the settlement that was approved by the January 9 Order. The Bankruptcy Court finds that, like the Committee, the independent board members have been resilient and unwavering in their efforts to get the enormous problems in this case solved. They seem to have at all times negotiated hard and in good faith, which culminated in the proposal of the Plan currently before the Bankruptcy Court. As noted previously, they completely changed the trajectory of this case.

15. **Not Your Garden Variety Mediators.** And still another reason why this was not your garden variety case was the mediation effort. In the summer of 2020, roughly nine months into the chapter 11 case, the Bankruptcy Court ordered mediation among the Debtor, Acis, UBS, the Redeemer Committee, and Mr. Dondero. The Bankruptcy Court selected co-mediators because mediation among these parties seemed like such a Herculean task—especially during COVID-19 where people could not all be in the same room. Those co-mediators were: Retired

[7] *See Order Approving the Debtor's Motion Under Bankruptcy Code Sections 105(a) and 363(b) Authorizing Retention of James P. Seery, Jr., as Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative Nunc Pro Tunc to March 15, 2020* [Docket No. 854] entered on July 16, 2020 (the "July 16 Order")

Bankruptcy Judge Alan Gropper from the Southern District of New York, who had a distinguished career presiding over complex chapter 11 cases, and Ms. Sylvia Mayer, who likewise has had a distinguished career, first as a partner at a preeminent law firm working on complex chapter 11 cases, and subsequently as a mediator and arbitrator in Houston, Texas. As noted earlier, the Redeemer Committee and Acis claims were settled during the mediation—which seemed nothing short of a miracle to the Bankruptcy Court—and the UBS claim was settled several months later and the Bankruptcy Court believes the ground work for that ultimate settlement was laid, or at least helped, through the mediation. And, as earlier noted, other significant claims have been settled during this case, including those of HarbourVest (who asserted a $300 million claim) and Patrick Daugherty (who asserted a $40 million claim). The Bankruptcy Court cannot stress strongly enough that the resolution of these enormous claims—and the acceptance by all of these creditors of the Plan that is now before the Bankruptcy Court—seems nothing short of a miracle. It was more than a year in the making.

16. **Not Your Garden Variety Plan Objectors (That Is, Those That Remain)**. Finally, a word about the current, remaining objectors to the Plan before the Bankruptcy Court. Once again, the Bankruptcy Court will use the phrase "not your garden variety", which phrase applies to this case for many reasons. Originally, there were over a dozen objections filed to the Plan. The Debtor then made certain amendments or modifications to the Plan to address some of these objections, none of which require further solicitation of the Plan for reasons set forth in more detail below. The only objectors to the Plan left at the time of the Confirmation Hearing

were Mr. Dondero [Docket No. 1661] and entities that the Bankruptcy Court finds are owned and/or controlled by him and that filed the following objections:

a. *Objection to Confirmation of the Debtor's Fifth Amended Plan of Reorganization* (filed by Get Good Trust and The Dugaboy Investment Trust) [Docket No. 1667];

b. *Objection to Confirmation of Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (filed by Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrate Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund)* [Docket No. 1670];

c. A *Joinder to the Objection filed at 1670 by: NexPoint Real Estate Finance Inc., NexPoint Real Estate Capital, LLC, NexPoint Residential Trust, Inc., NexPoint Hospitality Trust, NexPoint Real Estate Partners, LLC, NexPoint Multifamily Capital Trust, Inc., VineBrook Homes Trust, Inc., NexPoint Real Estate Advisors, L.P., NexPoint Real Estate Advisors II, L.P., NexPoint Real Estate Advisors III, L.P., NexPoint Real Estate Advisors IV, L.P., NexPoint Real Estate Advisors V, L.P., NexPoint Real Estate Advisors VI, L.P., NexPoint Real Estate Advisors VII, L.P., NexPoint Real Estate Advisors VIII, L.P., and any funds advised by the foregoing* [Docket No. 1677];

d. *NexPoint Real Estate Partners LLC's Objection to Debtor's Fifth Amended Plan of Reorganization (filed by NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC)* [Docket No. 1673]; and

e. *NexBank's Objection to Debtor's Fifth Amended Plan of Reorganization (filed by NexBank Title, Inc., NexBank Securities, Inc., NexBank Capital, Inc., and NexBank)* [Docket No. 1676]. The entities referred to in (i) through (v) of this paragraph are hereinafter referred to as the "Dondero Related Entities").

17. **Questionability of Good Faith as to Outstanding Confirmation Objections.** Mr. Dondero and the Dondero Related Entities technically have standing to object to the Plan, but the remoteness of their economic interests is noteworthy, and the Bankruptcy Court

questions the good faith of Mr. Dondero's and the Dondero Related Entities' objections. In fact, the Bankruptcy Court has good reason to believe that these parties are not objecting to protect economic interests they have in the Debtor but to be disruptors. Mr. Dondero wants his company back. This is understandable, but it is not a good faith basis to lob objections to the Plan. As detailed below, the Bankruptcy Court has slowed down plan confirmation multiple times and urged the parties to talk to Mr. Dondero in an attempt to arrive at what the parties have repeatedly referred to as a "grand bargain," the ultimate goal to resolve the Debtor's restructuring. The Debtor and the Committee represent that they have communicated with Mr. Dondero regarding a grand bargain settlement, and the Bankruptcy Court believes that they have.

18. **Remote Interest of Outstanding Confirmation Objectors.** To be specific about the remoteness of Mr. Dondero's and the Dondero Related Entities' interests, the Bankruptcy Court will address them each separately. First, Mr. Dondero has a pending objection to the Plan. Mr. Dondero's only economic interest with regard to the Debtor is an unliquidated indemnification claim (and, based on everything the Bankruptcy Court has heard, his indemnification claims would be highly questionable at this juncture). Mr. Dondero owns no equity in the Debtor directly. Mr. Dondero owns the Debtor's general partner, Strand, which in turn owns a quarter percent of the total equity in the Debtor. Second, a joint objection has been filed by The Dugaboy Trust ("Dugaboy") and the Get Good Trust ("Get Good"). The Dugaboy Trust was created to manage the assets of Mr. Dondero and his family and owns a 0.1866% limited partnership interest in the Debtor. *See* Disclosure Statement at 7, n.3. The Bankruptcy Court is not clear what economic interest the Get Good Trust has, but it likewise seems to be related to Mr. Dondero. Get Good

filed three proofs of claim relating to a pending federal tax audit of the Debtor's 2008 return, which the Debtor believes arise from Get Good's equity security interests and are subject to subordination as set forth in its Confirmation Brief. Dugaboy filed three claims against the Debtor: (a) an administrative claim relating to the Debtor's alleged postpetition management of Multi-Strat Credit Fund, L.P., (b) a prepetition claim against a subsidiary of the Debtor for which it seeks to pierce the corporate veil, each of which the Debtor maintains are frivolous in the Confirmation Brief, and (c) a claim arising from its equity security interest in the Debtor, which the Debtor asserts should be subordinated. Another group of objectors that has joined together in one objection is what the Bankruptcy Court will refer to as the "Highland Advisors and Funds." *See* Docket No. 1863. The Bankruptcy Court understands they assert disputed administrative expense claims against the estate that were filed shortly before the Confirmation Hearing on January 23, 2021 [Docket No. 1826], and during the Confirmation Hearing on February 3, 2021 [Docket No. 1888]. At the Confirmation Hearing, Mr. Post testified on behalf of the Highland Advisors and Funds that the Funds have independent board members that run the Funds, but the Bankruptcy Court was not convinced of their independence from Mr. Dondero because none of the so-called independent board members have ever testified before the Bankruptcy Court and all have been engaged with the Highland complex for many years. Notably, the Court questions Mr. Post's credibility because, after more than 12 years of service, he abruptly resigned from the Debtor in October 2020 at the exact same time that Mr. Dondero resigned at the Board of Directors' request, and he is currently employed by Mr. Dondero. Moreover, Dustin Norris, a witness in a prior proceeding (whose testimony was made part of the record at the Confirmation Hearing), recently

testified on behalf of the Highland Advisors and Funds in another proceeding that Mr. Dondero owned and/or controlled these entities. Finally, various NexBank entities objected to the Plan. The Bankruptcy Court does not believe they have liquidated claims against the Debtor. Mr. Dondero appears to be in control of these entities as well.

19. **Background Regarding Dondero Objecting Parties.** To be clear, the Bankruptcy Court has allowed all these objectors to fully present arguments and evidence in opposition to confirmation, even though their economic interests in the Debtor appear to be extremely remote and the Bankruptcy Court questions their good faith. Specifically, the Bankruptcy Court considers them all to be marching pursuant to the orders of Mr. Dondero. In the recent past, Mr. Dondero has been subject to a temporary restraining order and preliminary injunction by the Bankruptcy Court for interfering with Mr. Seery's management of the Debtor in specific ways that were supported by evidence. Around the time that this all came to light and the Bankruptcy Court began setting hearings on the alleged interference, Mr. Dondero's company phone, which he had been asked to turn in to Highland, mysteriously went missing. The Bankruptcy Court merely mentions this in this context as one of many reasons that the Bankruptcy Court has to question the good faith of Mr. Dondero and his affiliates in raising objections to confirmation of the Plan.

20. **Other Confirmation Objections.** Other than the objections filed by Mr. Dondero and the Dondero Related Entities, the only other pending objection to the Plan is the *United States Trustee's Limited Objection to Confirmation of Debtor's Fifth Amended Plan of Reorganization* [Docket No. 1671], which objected to the Plan's exculpation, injunction, and

Debtor release provisions. In juxtaposition, to these pending objections, the Bankruptcy Court notes that the Debtor resolved the following objections to the Plan:

a. *CLO Holdco, Ltd.'s Joinder to Objection to Confirmation of Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. and Supplemental Objections to Plan Confirmation* [Docket No. 1675]. This Objection has been resolved pursuant to mutually agreed language by the parties set forth in paragraph VV of the Confirmation Order;

b. *Objection of Dallas County, City of Allen, Allen ISD, City of Richardson, and Kaufman County to Confirmation of the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1662]. This Objection has been resolved pursuant to mutually agreed language by the parties set forth in paragraph QQ of the Confirmation Order;

c. *Senior Employees' Limited Objection to Debtor's Fifth Amended Plan of Reorganization (filed by Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon)* [Docket No. 1669]. This Objection has been resolved pursuant to mutually agreed language by the parties set forth in paragraph 82 and paragraphs RR and SS of the Confirmation Order;

d. *Limited Objection of Jack Yang and Brad Borud to Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1666] and the amended joinder filed by Davis Deadman, Paul Kauffman and Todd Travers [Docket No. 1679]. This Objection and the amended joinder were resolved by agreement of the parties pursuant to modifications to the Plan filed by the Debtor;

e. *United States' (IRS) Limited Objection to Debtor's Fifth Amended Plan of Reorganization* [Docket No. 1668]. This Objection has been resolved pursuant to mutually agreed language by the parties set forth in paragraphs TT and UU of the Confirmation Order; and

f. *Patrick Hagaman Daugherty's Objection to Confirmation of Fifth Amended Plan of Reorganization* [Docket No. 1678]. This objection was resolved by the parties pursuant to the settlement of Mr. Daugherty's claim announced on the record of the Confirmation Hearing.

21. **Capitalized Terms.** Capitalized terms used herein, but not defined herein, shall have the respective meanings attributed to such terms in the Plan and the Disclosure Statement, as applicable.

22. **Jurisdiction and Venue.** The Bankruptcy Court has jurisdiction over the Debtor's Chapter 11 Case pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and this Chapter 11 Case is proper in this district and in the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409.

23. **Chapter 11 Petition.** On the Petition Date, the Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware, which case was transferred to the Bankruptcy Court on December 19, 2019. The Debtor continues to operate its business and manage its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Chapter 11 Case. The Office of the United States Trustee appointed the Committee on October 29, 2019.

24. **Judicial Notice.** The Bankruptcy Court takes judicial notice of the docket in this Chapter 11 Case maintained by the clerk of the Bankruptcy Court and the court-appointed claims agent, Kurtzman Carson Consultants LLC ("KCC"), including, without limitation, all pleadings, notices, and other documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at the hearings held before the Bankruptcy Court during this Chapter 11 Case, including, without limitation, the hearing to consider the adequacy of the Disclosure Statement and the Confirmation Hearing, as well as all pleadings, notices, and other documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at hearings held before the Bankruptcy Court or the District Court for the Northern District of Texas in

connection with an adversary proceeding or appellate proceeding, respectively, related to this Chapter 11 Case.

25. **Plan Supplement Documents.** Prior to the Confirmation Hearing, the Debtor filed each of the Plan Supplements. The Plan Supplements contain, among other documents, the Retained Causes of Action, the Claimant Trust Agreement, the Litigation Sub-Trust Agreement, the Senior Employee Stipulation, the Related Entity List, the Schedule of Employees, the Reorganized Limited Partnership Agreement, supplements to the Liquidation Analysis/Financial Projections, the Schedule of Contracts and Leases to be Assumed, and the other Plan Documents set forth therein (collectively, the "Plan Supplement Documents").

26. **Retained Causes of Action Adequately Preserved.** The Bankruptcy Court finds that the list of Retained Causes of Action included in the Plan Supplements sufficiently describes all potential Retained Causes of Action, provides all persons with adequate notice of any Causes of Action regardless of whether any specific claim to be brought in the future is listed therein or whether any specific potential defendant or other party is listed therein, and satisfies applicable law in all respects to preserve all of the Retained Causes of Action. The definition of the Causes of Action and Schedule of Retained Causes of Action, and their inclusion in the Plan, specifically and unequivocally preserve the Causes of Action for the benefit of the Reorganized Debtor, the Claimant Trust, or the Litigation Sub-Trust, as applicable.

27. **Plan Modifications Are Non-Material.** In addition to the Plan Supplements, the Debtor made certain non-material modifications to the Plan, which are reflected in (i) the *Redline of Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.*

(as Modified) filed on January 22, 2021 [Docket No. 1809], and (ii) Exhibit B to the *Debtor's Notice of Filing of Plan Supplement to Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* filed on February 1, 2021 [Docket No. 1875] (collectively, the "Plan Modifications"). Section 1127(a) of the Bankruptcy Code provides that a plan proponent may modify its plan at any time before confirmation so long as such modified plan meets the requirements of sections 1122 and 1123 of the Bankruptcy Code. None of the modifications set forth in the Plan Supplements or the Plan Modifications require any further solicitation pursuant to sections 1125, 1126, or 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, because, among other things, they do not materially adversely change the treatment of the claims of any creditors or interest holders who have not accepted, in writing, such supplements and modifications. Among other things, there were changes to the projections that the Debtor filed shortly before the Confirmation Hearing (which included projected distributions to creditors and a comparison of projected distributions under the Plan to potential distributions under a hypothetical chapter 7 liquidation). The Plan Supplements and Plan Modifications did not mislead or prejudice any creditors or interest holders nor do they require that Holders of Claims or Equity Interests be afforded an opportunity to change previously cast votes to accept or reject the Plan. Specifically, the Amended Liquidation Analysis/Financial Projections filed on February 1, 2021 [Docket No. 1875] do not constitute any material adverse change to the treatment of any creditors or interest holders but, rather, simply update the estimated distributions based on Claims that were settled in the interim and provide updated financial data. The filing and notice of the Plan Supplements and Plan Modifications were appropriate and complied with the requirements of

section 1127(a) of the Bankruptcy Code and the Bankruptcy Rules, and no other solicitation or disclosure or further notice is or shall be required. The Plan Supplements and Plan Modifications each became part of the Plan pursuant section 1127(a) of the Bankruptcy Code. The Debtor or Reorganized Debtor, as applicable, is authorized to modify the Plan or Plan Supplement Documents following entry of this Confirmation Order in a manner consistent with section 1127(b) of the Bankruptcy Code, the Plan, and, if applicable, the terms of the applicable Plan Supplement Document.

28. **Notice of Transmittal, Mailing and Publication of Materials.** As is evidenced by the Voting Certifications and the Affidavits of Service and Publication, the transmittal and service of the Plan, the Disclosure Statement, Ballots, and Confirmation Hearing Notice were adequate and sufficient under the circumstances, and all parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to the confirmation of the Plan) have been given due, proper, timely, and adequate notice in accordance with the Disclosure Statement Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable non-bankruptcy law, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required. The publication of the Confirmation Hearing Notice, as set forth in the *Notice of Affidavit of Publication* dated December 3, 2020 [Docket No. 1505], complied with the Disclosure Statement Order.

29. **Voting.** The Bankruptcy Court has reviewed and considered the Voting Certifications. The procedures by which the Ballots for acceptance or rejection of the Plan were

distributed and tabulated, including the tabulation as subsequently amended to reflect the settlement of certain Claims to be Allowed in Class 7, were fairly and properly conducted and complied with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

30. **Bankruptcy Rule 3016(a).** In accordance with Bankruptcy Rule 3016(a), the Plan is dated and identifies the Debtor as the proponent of the Plan.

31. **Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)).** As set forth below, the Plan complies with all of the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

32. **Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)).** Section 1122 of the Bankruptcy Code provides that a plan may place a claim or interest in a particular class only if such claim or interest is substantially similar to the other claims or interest of such class. The Claims and Equity Interests placed in each Class are substantially similar to other Claims and Equity Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Equity Interests created under the Plan, and such Classes do not unfairly discriminate between Holders of Claims and Equity Interests.

33. **Classification of Secured Claims.** Class 1 (Jefferies Secured Claim) and Class 2 (Frontier Secured Claim) each constitute separate secured claims held by Jefferies LLC and Frontier State Bank, respectively, and it is proper and consistent with section 1122 of the Bankruptcy Code to separately classify the claims of these secured creditors. Class 3 (Other

Secured Claims) consists of other secured claims (to the extent any exist) against the Debtor, are not substantially similar to the Secured Claims in Class 1 or Class 2, and are also properly separately classified.

34. **Classification of Priority Claims.** Class 4 (Priority Non-Tax Claims) consists of Claims entitled to priority under section 507(a), other than Priority Tax Claims, and are properly separately classified from non-priority unsecured claims. Class 5 (Retained Employee Claims) consists of the potential claims of employees who may be retained by the Debtor on the Effective Date, which claims will be Reinstated under the Plan, are not substantially similar to other Claims against the Debtor, and are properly classified.

35. **Classification of Unsecured Claims.** Class 6 (PTO Claims) consists solely of the claims of the Debtor's employees for unpaid paid time off in excess of the $13,650 statutory cap amount under sections 507(a)(4) and (a)(5) of the Bankruptcy Code and are dissimilar from other unsecured claims in Class 7 and Class 8. Class 7 (Convenience Claims) allows holders of eligible and liquidated Claims (below a certain threshold dollar amount) to receive a cash payout of the lesser of 85% of the Allowed amount of the creditor's Claim or such holder's *pro rata* share of the Convenience Claims Cash Pool. Class 7 (Convenience Claims) are provided for administrative convenience purposes in order to allow creditors, most of whom are either trade creditors or holders of professional claims, to receive treatment provided under Class 7 in lieu of the treatment of Class 8 (General Unsecured Claims). The Plan also provides for reciprocal "opt out" mechanisms to allow holders of Class 7 Claims to elect to receive the treatment for Class 8 Claims. Class 8 creditors primarily constitute the litigation claims of the Debtor. Class 8 Creditors

will receive Claimant Trust Interests which will be satisfied pursuant to the terms of the Plan. Class 8 also contains an "opt out" mechanism to allow holders of liquidated Class 8 Claims at or below a $1 million threshold to elect to receive the treatment of Class 7 Convenience Claims. The Claims in Class 7 (primarily trade and professional Claims against the Debtor) are not substantially similar to the Claims in Class 8 (primarily the litigation Claims against the Debtor), and are appropriately separately classified. Valid business reasons also exist to classify creditors in Class 7 separately from creditors in Class 8. Class 7 creditors largely consist of liquidated trade or service providers to the Debtor. In addition, the Claims of Class 7 creditors are small relative to the large litigation claims in Class 8. Furthermore, the Class 8 Claims were overwhelmingly unliquidated when the Plan was filed. The nature of the Class 7 Claims as being largely liquidated created an expectation of expedited payment relative to the largely unliquidated Claims in Class 8, which consists in large part of parties who have been engaged in years, and in some cases over a decade of litigation with the Debtor. Separate classification of Class 7 and Class 8 creditors was the subject of substantial arm's-length negotiations between the Debtor and the Committee to appropriately reflect these relative differences.

36. **Classification of Equity Interests.** The Plan properly separately classifies the Equity Interests in Class 10 (Class B/C Limited Partnership Interests) from the Equity Interests in Class 11 (Class A Limited Partnership Interests) because they represent different types of equity security interests in the Debtor and different payment priorities.

37. **Elimination of Vacant Classes.** Section III.C of the Plan provides for the elimination of Classes that do not have at least one holder of a Claim or Equity Interest that is

Allowed in an amount greater than zero for purposes of voting to accept or reject the Plan, and are disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class. The purpose of this provision is to provide that a Class that does not have voting members shall not be included in the tabulation of whether that Class has accepted or rejected the Plan. Pursuant to the Voting Certifications, the only voting Class of Claims or Equity Interests that did not have any members is Class 5 (Retained Employees). As noted above, Class 5 does not have any voting members because any potential Claims in Class 5 would not arise, except on account of any current employees of the Debtor who may be employed as of the Effective Date, which is currently unknown. Thus, the elimination of vacant Classes provided in Article III.C of the Plan does not violate section 1122 of the Bankruptcy Code. Class 5 is properly disregarded for purposes of determining whether or not the Plan has been accepted under Bankruptcy Code section 1129(a)(8) because there are no members in that Class. However, the Plan properly provides for the treatment of any Claims that may potentially become members of Class 5 as of the Effective Date in accordance with the terms of the Plan. The Plan therefore satisfies section 1122 of the Bankruptcy Code.

38. **Classification of Claims and Designation of Non-Classified Claims (11 U.S.C. §§ 1122, 1123(a)(1)).** Section 1123(a)(1) of the Bankruptcy Code requires that the Plan specify the classification of claims and equity security interests pursuant to section 1122 of the Bankruptcy Code, other than claims specified in sections 507(a)(2), 507(a)(3), or 507(a)(8) of the Bankruptcy Code. In addition to Administrative Claims, Professional Fee Claims, and Priority Tax Claims, each of which need not be classified pursuant to section 1123(a)(1) of the Bankruptcy

Code, the Plan designates eleven (11) Classes of Claims and Equity Interests. The Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

39. **Specification of Unimpaired Classes (11 U.S.C. § 1123(a)(2)).** Article III of the Plan specifies that each of Class 1 (Jefferies Secured Claim), Class 3 (Other Secured Claims), Class 4 (Priority Non-Tax Claims), Class 5 (Retained Employee Claims), and Class 6 (PTO Claims) are Unimpaired under the Plan. Thus, the requirement of section 1123(a)(2) of the Bankruptcy Code is satisfied.

40. **Specification of Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)).** Article III of the Plan designates each of Class 2 (Frontier Secured Claim), Class 7 (Convenience Claims), Class 8 (General Unsecured Claims), Class 9 (Subordinated Claims), Class 10 (Class B/C Limited Partnership Interests), and Class 11 (Class A Limited Partnership Interests) as Impaired and specifies the treatment of Claims and Equity Interests in such Classes. Thus, the requirement of section 1123(a)(3) of the Bankruptcy Code is satisfied.

41. **No Discrimination (11 U.S.C. § 1123(a)(4)).** The Plan provides for the same treatment by the Plan proponent for each Claim or Equity Interest in each respective Class unless the Holder of a particular Claim or Equity Interest has agreed to a less favorable treatment of such Claim or Equity Interest. The Plan satisfies this requirement because Holders of Allowed Claims or Equity Interests in each Class will receive the same rights and treatment as other Holders of Allowed Claims or Equity Interests within such holder's respective class, subject only to the voluntary "opt out" options afforded to members of Class 7 and Class 8 in accordance with the terms of the Plan. Thus, the requirement of section 1123(a)(4) of the Bankruptcy Code is satisfied.

42. **Implementation of the Plan (11 U.S.C. § 1123(a)(5)).** Article IV of the Plan sets forth the means for implementation of the Plan which includes, but is not limited to, the establishment of: (i) the Claimant Trust; (ii) the Litigation Sub-Trust; (iii) the Reorganized Debtor; and (iv) New GP LLC, in the manner set forth in the Plan Documents, the forms of which are included in the Plan Supplements.

a. **The Claimant Trust.** The Claimant Trust Agreement provides for the management of the Claimant Trust, as well as the Reorganized Debtor with the Claimant Trust serving as the managing member of New GP LLC (a wholly-owned subsidiary of the Claimant Trust that will manage the Reorganized Debtor as its general partner). The Claimant Trust, the Claimant Trustee, the management and monetization of the Claimant Trust Assets, and the management of the Reorganized Debtor (through the Claimant Trust's role as managing member of New GP LLC) and the Litigation Sub-Trust will all be managed and overseen by the Claimant Trust Oversight Committee. Additionally, the Plan provides for the transfer to the Claimant Trust of all of the Debtor's rights, title, and interest in and to all of the Claimant Trust Assets in accordance with section 1141 of the Bankruptcy Code and for the Claimant Trust Assets to automatically vest in the Claimant Trust free and clear of all Claims, Liens, encumbrances, or interests subject only to the Claimant Trust Interests and the Claimant Trust Expenses, as provided for in the Claimant Trust Agreement. The Claimant Trust will administer the Claimant Trust Assets as provided under the Plan and the Claimant Trust Agreement contained in the Plan Supplements.

b. **The Litigation Sub-Trust.** The Plan and the Litigation Sub-Trust Agreement provide for the transfer to the Litigation Sub-Trust all of the Claimant Trust's rights, title, and interest in and to all of the Estate Claims (as transferred to the Claimant Trust by the Debtor) in accordance with section 1141 of the Bankruptcy Code and for the Estate Claims to automatically vest in the Litigation Sub-Trust free and clear of all Claims, Liens, encumbrances, or interests subject only to the Litigation Sub-Trust Interests and the Litigation Sub-Trust Expenses, as provided for in the Litigation Sub-Trust Agreement. The Litigation Trustee is charged with investigating, pursuing, and otherwise resolving any Estate Claims (including those with respect to which the Committee has standing to pursue prior to the Effective Date pursuant to the January 9 Order) pursuant to the terms of the Litigation Sub-Trust Agreement and the Plan, regardless of whether any litigation with respect to any Estate Claim was commenced by the Debtor or the Committee prior to the Effective Date.

c. **The Reorganized Debtor**. The Reorganized Debtor will administer the Reorganized Debtor Assets, which includes managing the wind down of the Managed Funds.

The precise terms governing the execution of these restructuring transactions are set forth in greater detail in the applicable definitive documents included in the Plan Supplements, including the Claimant Trust Agreement, the Litigation Sub-Trust Agreement, and the Schedule of Retained Causes of Action. The Plan, together with the documents and forms of agreement included in the Plan Supplements, provides a detailed blueprint for the transactions contemplated by the Plan. The Plan's various mechanisms provide for the Debtor's continued management of its business as it seeks to liquidate the Debtor's assets, wind down its affairs, and pay the Claims of the Debtor's creditors. Upon full payment of Allowed Claims, plus interest as provided in the Plan, any residual value would then flow to the holders of Class 10 (Class B/C Limited Partnership Interests), and Class 11 (Class A Limited Partnership Interests). Finally, Mr. Seery testified that the Debtor engaged in substantial and arm's length negotiations with the Committee regarding the Debtor's post-Effective Date corporate governance, as reflected in the Plan. Mr. Seery testified that he believes the selection of the Claimant Trustee, Litigation Trustee, and members of the Claimant Trust Oversight Board are in the best interests of the Debtor's economic constituents. Thus, the requirements of section 1123(a)(5) of the Bankruptcy Code are satisfied.

43. **Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)).** The Debtor is not a corporation and the charter documents filed in the Plan Supplements otherwise comply with section 1123(a)(6) of the Bankruptcy Code. Therefore, the requirement of section 1123(a)(6) of the Bankruptcy Code is satisfied.

44. **Selection of Officers and Directors (11 U.S.C. § 1123(a)(7)).** Article IV of the Plan provides for the Claimant Trust to be governed and administered by the Claimant Trustee. The Claimant Trust, the management of the Reorganized Debtor, and the management and monetization of the Claimant Trust Assets and the Litigation Sub-Trust will be managed by the Claimant Trust Oversight Board. The Claimant Trust Oversight Board will consist of: (1) Eric Felton, as representative of the Redeemer Committee; (2) Joshua Terry, as representative of Acis; (3) Elizabeth Kozlowski, as representative of UBS; (4) Paul McVoy, as representative of Meta-E Discovery; and (5) David Pauker. Four of the members of the Claimant Trust Oversight Committee are the holders of several of the largest Claims against the Debtor and/or are current members of the Committee. Each of these creditors has actively participated in the Debtor's case, both through their fiduciary roles as Committee members and in their individual capacities as creditors. They are therefore intimately familiar with the Debtor, its business, and assets. The fifth member of the Claimant Trustee Oversight Board, David Pauker, is a disinterested restructuring advisor and turnaround manager with more than 25 years of experience advising public and private companies and their investors, and he has substantial experience overseeing, advising or investigating troubled companies in the financial services industry and has advised or managed such companies on behalf of boards or directors, court-appointed trustees, examiners and special masters, government agencies, and private investor parties. The members of the Claimant Trust Oversight Board will serve without compensation, except for Mr. Pauker, who will receive payment of $250,000 for his first year of service, and $150,000 for subsequent years.

45. **Selection of Trustees.** The Plan Supplements disclose that Mr. Seery will serve as the Claimant Trustee and Marc Kirschner will serve as the Litigation Trustee. As noted above, Mr. Seery has served as an Independent Board member since January 2020, and as the Chief Executive Officer and Chief Restructuring Officer since July 2020, and he has extensive management and restructuring experience, as evidenced from his curriculum vitae which is part of the record. The evidence shows that Mr. Seery is intimately familiar with the Debtor's organizational structure, business, and assets, as well as how Claims will be treated under the Plan. Accordingly, it is reasonable and in the Estate's best interests to continue Mr. Seery's employment post-emergence as the Claimant Trustee. Mr. Seery, upon consultation with the Committee, testified that he intends to employ approximately 10 of the Debtor's employees to enable him to manage the Debtor's business until the Claimant Trust effectively monetizes its remaining assets, instead of hiring a sub-servicer to accomplish those tasks. Mr. Seery testified that he believes that the Debtor's post-confirmation business can most efficiently and cost-effectively be supported by a sub-set of the Debtor's current employees, who will be managed internally. Mr. Seery shall initially be paid $150,000 per month for services rendered after the Effective Date as Claimant Trustee; however, Mr. Seery's long-term salary as Claimant Trustee and the terms of any bonuses and severance are subject to further negotiation by Mr. Seery and the Claimant Trust Oversight Board within forty-five (45) days after the Effective Date. The Bankruptcy Court has also reviewed Mr. Kirschner's curriculum vitae. Mr. Kirschner has been practicing law since 1967 and has substantial experience in bankruptcy litigation matters, particularly with respect to his prior experience as a litigation trustee for several litigation trusts, as set forth on the record of the

Confirmation Hearing and in the Confirmation Brief. Mr. Kirschner shall be paid $40,000 per month for the first three months and $20,000 per month thereafter, plus a success fee related to litigation recoveries. The Committee and the Debtor had arm's lengths negotiations regarding the post-Effective Date corporate governance structure of the Reorganized Debtor and believe that the selection of the Claimant Trustee, the Litigation Trustee, and the Claimant Trust Oversight Committee are in the best interests of the Debtor's economic stakeholders. Section 1123(a)(7) of the Bankruptcy Code is satisfied.

46. **Debtor's Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)).** Pursuant to section 1129(a)(2) of the Bankruptcy Code, the Debtor has complied with the applicable provisions of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, and 1126 of the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order governing notice, disclosure, and solicitation in connection with the Plan, the Disclosure Statement, the Plan Supplements, and all other matters considered by the Bankruptcy Court in connection with this Chapter 11 Case.

47. **Debtor's Solicitation Complied with Bankruptcy Code and Disclosure Statement Order.** Before the Debtor solicited votes on the Plan, the Bankruptcy Court entered the Disclosure Statement Order. In accordance with the Disclosure Statement Order and evidenced by the Affidavits of Service and Publication, the Debtor appropriately served (i) the Solicitation Packages (as defined in the Disclosure Statement Order) on the Holders of Claims in Classes 2, 7, 8 and 9 and Holders of Equity Interests in Classes 10 and 11 who were entitled to vote on the Plan; and (ii) the Notice of Nonvoting Status (as defined in the Disclosure Statement Order) and the

Confirmation Hearing Notice to the Holders of Claims in Classes 1, 3, 4, 5 and 6, who were not entitled to vote on the Plan pursuant to the Disclosure Statement Order. The Disclosure Statement Order approved the contents of the Solicitation Packages provided to Holders of Claims and Equity Interests entitled to vote on the Plan, the notices provided to parties not entitled to vote on the Plan, and the deadlines for voting on and objecting to the Plan. The Debtor and KCC each complied with the content and delivery requirements of the Disclosure Statement Order, thereby satisfying sections 1125(a) and (b) of the Bankruptcy Code, as evidenced by the Affidavits of Service and Publication. The Debtor also satisfied section 1125(c) of the Bankruptcy Code, which provides that the same disclosure statement must be transmitted to each holder of a claim or interest in a particular class. The Debtor caused the same Disclosure Statement to be transmitted to all holders of Claims and Equity Interests entitled to vote on the Plan. The Debtor has complied in all respects with the solicitation requirements of section 1125 of the Bankruptcy Code and the Disclosure Statement Order. The Bankruptcy Court rejects the arguments of the Mr. Dondero and certain Dondero Related Entities that the changes made to certain assumptions and projections from the Liquidation Analysis annexed as Exhibit C to the Disclosure Statement (the "Liquidation Analysis") to the Amended Liquidation Analysis/Financial Projections require resolicitation of the Plan. The Bankruptcy Court heard credible testimony from Mr. Seery regarding the changes to the Liquidation Analysis as reflected in the Amended Liquidation Analysis/Financial Projections. Based on the record, including the testimony of Mr. Seery, the Bankruptcy Court finds that the changes between the Liquidation Analysis and the Amended Liquidation Analysis/Financial Projections do not constitute materially adverse change to the treatment of Claims or Equity

Interests. Instead, the changes served to update the projected distributions based on Claims that were settled after the approval of the Disclosure Statement and to otherwise incorporate more recent financial data. Such changes were entirely foreseeable given the large amount of unliquidated Claims at the time the Disclosure Statement was approved and the nature of the Debtor's assets. The Bankruptcy Court therefore finds that holders of Claims and Equity Interests were not misled or prejudiced by the Amended Liquidation Analysis/Financial Projections and the Plan does not need to be resolicited.

48. **Plan Proposed in Good Faith and Not by Means Forbidden by Law (11 U.S.C. § 1129(a)(3)).** The Debtor has proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. In determining that the Plan has been proposed in good faith, the Bankruptcy Court has examined the totality of the circumstances surrounding the filing of this Chapter 11 Case, the Plan itself, and the extensive, unrebutted testimony of Mr. Seery in which he described the process leading to Plan's formulation. Based on the totality of the circumstances and Mr. Seery's testimony, the Bankruptcy Court finds that the Plan is the result of extensive arm's-length negotiations among the Debtor, the Committee, and key stakeholders, and promotes the objectives and purposes of the Bankruptcy Code. Specifically, the Debtor's good faith in proposing the Plan is supported by the following facts adduced by Mr. Seery:

a. The Independent Board determined that it should consider all potential restructuring alternatives, including pursuit of a traditional restructuring and the continuation of the Debtor's business, a potential sale of the Debtor's assets in one or more transactions, an asset monetization plan similar to that described in the Plan, and a so-called "grand bargain" plan that would involve Mr. Dondero's sponsorship of a plan with a substantial equity infusion.

b. The Debtor subsequently engaged in arm's-length, good faith negotiations with the Committee over an asset monetization Plan commencing in June 2020, which negotiations occurred over the next several months.

c. Negotiations between the Debtor and the Committee were often contentious over disputes, including, but not limited to, the post-confirmation corporate governance structure and the scope of releases contemplated by the Plan.

d. While negotiations with the Committee progressed, the Independent Board engaged in discussions with Mr. Dondero regarding a potential "grand bargain" plan which contemplated a significant equity infusion by Mr. Dondero, and which Mr. Seery personally spent hundreds of hours pursuing over many months.

e. On August 3, 2020, the Bankruptcy Court entered the *Order Directing Mediation* [Docket No. 912] pursuant to which the Bankruptcy Court ordered the Debtor, the Committee, UBS, Acis, the Redeemer Committee, and Mr. Dondero into mediation. As a result of this mediation, the Debtor negotiated the settlement of the claims of Acis and Mr. Terry, which the Bankruptcy Court approved on October 28, 2020 [Docket No. 1302].

f. On August 12, 2020, the Debtor filed its *Chapter 11 Plan of* Reorganization *of Highland Capital Management, L.P.* [Docket No. 944] (the "Initial Plan") and related disclosure statement (the "Initial Disclosure Statement") which were not supported by either the Committee or Mr. Dondero. The Independent Board filed the Initial Plan and Initial Disclosure Statement in order to act as a catalyst for continued discussions with the Committee while it simultaneously worked with Mr. Dondero on the "grand bargain" plan.

g. The Bankruptcy Court conducted a contested hearing on the Initial Disclosure Statement on October 27, 2020. The Committee and other parties objected to approval of the Disclosure Statement at the Initial Disclosure Statement hearing, which was eventually continued to November 23, 2020.

h. Following the Initial Disclosure Statement hearing, the Debtor continued to negotiate with the Committee and ultimately resolved the remaining material disputes and led to the Bankruptcy Court's approval of the Disclosure Statement on November 23, 2020.

i. Even after obtaining the Bankruptcy Court's approval of the Disclosure Statement, the Debtor and the Committee continued to negotiate with Mr. Dondero and the Committee over a potential "pot plan" as an alternative to the Plan on file with the Bankruptcy Court, but such efforts were unsuccessful. This history conclusively demonstrates that the Plan is being proposed in good faith within the meaning of section 1129(a)(3).

49. **Payments for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)).** Article II.B of the Plan provides that Professionals will file all final requests for payment of Professional Fee Claims no later than 60 days after the Effective Date, thereby providing an adequate period of time for interested parties to review such claims. The procedures set forth in the Plan for the Bankruptcy Court's approval of the fees, costs, and expenses to be paid in connection with this chapter 11 Case, or in connection with the Plan and incident to this Chapter 11 Case, satisfy the objectives of and are in compliance with section 1129(a)(4) of the Bankruptcy Code.

50. **Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)).** Article IV.B of the Plan provides for the appointment of the Claimant Trustee, Litigation Trustee, and the Claimant Trust Oversight Committee and the members thereto. For the reasons more fully explained in paragraphs 44-45 of this Confirmation Order with respect to the requirement of section 1123(a)(7) of the Bankruptcy Code, the Debtor has disclosed the nature of compensation of any insider to be employed or retained by the Reorganized Debtor, if applicable, and compensation for any such insider. The appointment of such individuals is consistent with the interests of Claims and Equity Interests and with public policy. Thus, the Plan satisfies section 1129(a)(5) of the Bankruptcy Code.

51. **No Rate Changes (11 U.S.C. § 1129(a)(6)).** The Plan does not provide for any rate change that requires regulatory approval. Section 1129(a)(6) of the Bankruptcy Code is thus not applicable.

52. **Best Interests of Creditors (11 U.S.C. § 1129(a)(7)).** The "best interests" test is satisfied as to all Impaired Classes under the Plan, as each Holder of a Claim or Equity Interest in such Impaired Classes will receive or retain property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would so receive or retain if the Debtor were liquidated under chapter 7 of the Bankruptcy Code. On October 15, 2020, the Debtor filed the Liquidation Analysis [Docket 1173], as prepared by the Debtor with the assistance of its advisors and which was attached as Exhibit C to the Disclosure Statement. On January 29, 2021, in advance of Mr. Seery's deposition in connection with confirmation of the Plan, the Debtor provided an updated version of the Liquidation Analysis to the then-objectors of the Plan, including Mr. Dondero and the Dondero Related Entities. On February 1, 2021, the Debtor filed the Amended Liquidation Analysis/Financial Projections. The Amended Liquidation Analysis/Financial Projections included updates to the Debtor's projected asset values, revenues, and expenses to reflect: (1) the acquisition of an interest in an entity known as "HCLOF" that the Debtor will acquire as part of its court-approved settlement with HarbourVest and that was valued at $22.5 million; (2) an increase in the value of certain of the Debtor's assets due to changes in market conditions and other factors; (3) expected revenues and expenses arising in connection with the Debtor's continued management of the CLOs pursuant to management agreements that the Debtor decided to retain; (4) increases in projected expenses for headcount (in addition to adding two or three employees to assist in the management of the CLOs, the Debtor also increased modestly the projected headcount as a result of its decision not to engage a Sub-Servicer) and professional fees; and (5) an increase in projected recoveries on notes resulting from the

acceleration of term notes owed to the Debtor by the following Dondero Related Entities: NexPoint Advisors, L.P.; Highland Capital Management Services, Inc.; and HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC). Under the Plan, as of the Confirmation Date, (a) Class 7 General Unsecured Creditors are projected to receive 85% on account of their claims; and (b) Class 8 General Unsecured Creditors are projected to receive at least approximately 71% on account of their Claims. Under a hypothetical chapter 7 liquidation, all general unsecured creditors are projected to receive approximately 55% on account of their Claims. The Bankruptcy Court finds that the distributions that Class 7 and 8 General Unsecured Creditors are projected to receive under the Plan substantially exceeds that which they would receive under a chapter 7 liquidation based on Mr. Seery's testimony, including the following credible reasons he posited, among others:

a. The nature of the Debtor's assets is complex. Certain assets relate to complicated real estate structures and private equity investments in operating businesses. Mr. Seery's extensive experience with the Debtor during the thirteen months since his appointment as an Independent Director and later Chief Executive Officer and Chief Restructuring Officer, provides him with a substantial learning curve in connection with the disposition of the Debtor's assets and are reasonably expected to result in him being able to realize tens of millions of dollars more value than would a chapter 7 trustee.

b. Assuming that a hypothetical chapter 7 trustee could even operate the Debtor's business under chapter 7 of the Bankruptcy Code and hire the necessary personnel with the relevant knowledge and experience to assist him or her in selling the Debtor's assets, a chapter 7 trustee would likely seek to dispose of the Debtor's assets in a forced sale liquidation which would generate substantially less value for the Debtor's creditors than the asset monetization plan contemplated by the Plan.

c. A chapter 7 trustee would be unlikely to retain the Debtor's existing professionals to assist in its efforts to monetize assets, resulting in delays, increased expenses, and reduced asset yields for the chapter 7 estate.

d. The chapter 7 estate would be unlikely to maximize value as compared to the asset monetization process contemplated by the Plan because potential buyers are likely to perceive a chapter 7 trustee as engaging in a quick, forced "fire sale" of assets; and

e. The Debtor's employees, who are vital to its efforts to maximum value and recoveries for stakeholders, may be unwilling to provide services to a chapter 7 trustee.

Finally, there is no evidence to support the objectors' argument that the Claimant Trust Agreement's disclaimed liability for ordinary negligence by the Claimant Trustee compared to a chapter 7 trustee's liability has any relevance to creditor recoveries in a hypothetical chapter 7 liquidation. Thus, section 1129(a)(7) of the Bankruptcy Code is satisfied.

53. **Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)).** Classes 1, 3, 4, 5 and 6 are Unimpaired under the Plan. Class 2 (Frontier Secured Claim), Class 7 (Convenience Claims), and Class 9 (Subordinated Claims) have each voted to accept the Plan in accordance with the Bankruptcy Code, thereby satisfying section 1129(a)(8) as to those Classes. However, Class 8 (General Unsecured Claims), Class 10 (Class B/C Limited Partnership Interests), and Class 11 (Class A Limited Partnership Interests) have not accepted the Plan. Accordingly, section 1129(a)(8) of the Bankruptcy Code has not been satisfied. The Plan, however, is still confirmable because it satisfies the nonconsensual confirmation provisions of section 1129(b), as set forth below.

54. **Treatment of Administrative, Priority, Priority Tax Claims, and Professional Fee Claims (11 U.S.C. § 1129(a)(9)).** The treatment of Administrative Claims, Priority Claims, and Professional Fee Claims pursuant to Article III of the Plan, and as set forth below with respect to the resolution of the objections filed by the Internal Revenue Service and

certain Texas taxing authorities satisfies the requirements of sections 1129(a)(9) of the Bankruptcy Code.

55. **Acceptance by Impaired Class (11 U.S.C. § 1129(a)(10)).** Class 2 (Frontier Secured Claims) and Class 7 (Convenience Claims) are each Impaired Classes of Claims that voted to accept the Plan, determined without including any acceptance of the Plan by any insider. Therefore, the requirement of section 1129(a)(10) of the Bankruptcy Code is satisfied.

56. **Feasibility (11 U.S.C. § 1129(a)(11)).** Article IV of the Plan provides for the implementation of the Plan through the Claimant Trust, the Litigation Sub-Trust, and the Reorganized Debtor. The Plan provides that the Claimant Trust, among other things, will monetize and distribute the Debtor's remaining assets. The Disclosure Statement, the Amended Liquidation Analysis/Financial Projections, and the other evidence presented at the Confirmation Hearing provide a reasonable probability of success that the Debtor will be able to effectuate the provisions of the Plan. The Plan contemplates the establishment of the Claimant Trust upon the Effective Date, which will monetize the Estate's assets for the benefit of creditors. Mr. Seery testified that the Class 2 Frontier Secured Claim will be paid over time pursuant to the terms of the New Frontier Note and the Reorganized Debtor will have sufficient assets to satisfy its obligations under this note. The Claims of the Holders of Class 7 Claims (as well as those Class 8 creditors who validly opted to receive the treatment of Class 7 Claims) are expected to be satisfied shortly after the Effective Date. Holders of Class 8 Claims (including any holders of Class 7 Claims who opted to receive the treatment provided to Class 8 Claims) are not guaranteed any recovery and will

periodically receive pro rata distributions as assets are monetized pursuant to the Plan and the Claimant Trust Agreement. Thus, section 1129(a)(11) of the Bankruptcy Code is satisfied.

57. **Payment of Fees (11 U.S.C. § 1129(a)(12)).** All fees payable under 28 U.S.C. § 1930 have been paid or will be paid on or before the Effective Date pursuant to Article XII.A of the Plan, thus satisfying the requirement of section 1129(a)(12) of the Bankruptcy Code. The Debtor has agreed that the Reorganized Debtor, the Claimant Trust, and the Litigation Sub-Trust shall be jointly and severally liable for payment of quarterly fees to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930 through the entry of the Final Decree for the Debtor or the dismissal or conversion of the Chapter 11 Case.

58. **Retiree Benefits.** The Plan provides for the assumption of the Pension Plan (to the extent such Pension Plan provides "retiree benefits" and is governed by section 1114 of the Bankruptcy Code). Thus, the Plan complies with section 1129(a)(13) of the Bankruptcy Code, to the extent applicable.

59. **Miscellaneous Provisions (11 U.S.C. §§ 1129(a)(14)-(16)).** Sections 1129(a)(14)-(16) of the Bankruptcy Code are inapplicable as the Debtor (i) has no domestic support obligations (section 1129(a)(14)), (ii) is not an individual (section 1129(a)(15)), and (iii) is not a nonprofit corporation (section 1129(a)(16)).

60. **No Unfair Discrimination; Fair and Equitable Treatment (11 U.S.C. § 1129(b)).** The classification and treatment of Claims and Equity Interests in Classes 8, 10 and 11, which have not accepted the Plan, is proper pursuant to section 1122 of the Bankruptcy Code, does

not discriminate unfairly, and is fair and equitable pursuant to section 1129(b)(1) of the Bankruptcy Code.

a. Class 8. The Plan is fair and equitable with respect to Class 8 General Unsecured Claims. While Equity Interests in Class 10 and Class 11 will receive a contingent interest in the Claimant Trust under the Plan (the "Contingent Interests"), the Contingent Interests will not vest unless and until holders of Class 8 General Unsecured Claims and Class 9 Subordinated Claims receive distributions equal to 100% of the amount of their Allowed Claims plus interest as provided under the Plan and Claimant Trust Agreement. Accordingly, as the holders of Equity Interests that are junior to the Claims in Class 8 and Class 9 will not receive or retain under the Plan on account of such junior claim interest any property unless and until the Claims in Class 8 and Class 9 are paid in full plus applicable interest, the Plan is fair and equitable with respect to holders of Class 8 General Unsecured Claims pursuant to section 1129(b)(2)(B) of the Bankruptcy Code and the reasoning of *In re Introgen Therapuetics* 429 B.R 570 (Bankr. W.D. Tex. 2010).

b. Class 10 and Class 11. There are no Claims or Equity Interests junior to the Equity Interests in Class 10 and Class 11. Equity Interests in Class 10 and 11 will neither receive nor retain any property under the Plan unless Allowed Claims in Class 8 and Class 9 are paid in full plus applicable interest pursuant to the terms of the Plan and Claimant Trust Agreement. Thus, the Plan does not violate the absolute priority rule with respect to Classes 10 and 11 pursuant to Bankruptcy Code section 1129(b)(2)(C). The Plan does not discriminate unfairly as to Equity Interests. As noted above, separate classification of the Class B/C Partnership Interests from the Class A Partnerships Interests is appropriate because they constitute different classes of equity security interests in the Debtor, and each are appropriately separately classified and treated.

Accordingly, the Plan does not violate the absolute priority rule, does not discriminate unfairly, and is fair and equitable with respect to each Class that has rejected the Plan. Thus, the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code with respect to Classes 8, 10, and 11.

61. **Only One Plan (11 U.S.C. § 1129(c)).** The Plan is the only chapter 11 plan confirmed in this Chapter 11 Case, and the requirements of section 1129(c) of the Bankruptcy Code are therefore satisfied.

62. **Principal Purpose (11 U.S.C. § 1129(d)).** Mr. Seery testified that the principal purpose of the Plan is neither the avoidance of taxes nor the avoidance of the application of section 5 of the Securities Act of 1933, and no governmental unit has objected to the confirmation of the Plan on any such grounds. Accordingly, section 1129(d) of the Bankruptcy Code is inapplicable.

63. **Satisfaction of Confirmation Requirements.** Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code and should be confirmed.

64. **Good Faith Solicitation (11 U.S.C. § 1125(e)).** The Debtor, the Independent Directors, and the Debtor's employees, advisors, Professionals, and agents have acted in good faith within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective activities relating to the solicitation of acceptances of the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code, and they are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

65. **Discharge (11 U.S.C. § 1141(d)(3))**. The Debtor is entitled to a discharge of debts pursuant to section 1141(d)(3)(B) of the Bankruptcy Code. Under the Plan, the Claimant Trust or Reorganized Debtor, as applicable, will continue to manage funds and conduct business

in the same manner as the Debtor did prior to Plan confirmation, which includes the management of the CLOs, Multi-Strat, Restoration Capital, the Select Fund and the Korea Fund. Although the Plan projects that it will take approximately two years to monetize the Debtor's assets for fair value, Mr. Seery testified that while the Reorganized Debtor and Claimant Trust will be monetizing their assets, there is no specified time frame by which this process must conclude. Mr. Seery's credible testimony demonstrates that the Debtor will continue to engage in business after consummation of the Plan, within the meaning of Section 1141(d)(3)(b) and that the Debtor is entitled to a discharge pursuant to section 1141(d)(1) of the Bankruptcy Code.

66. **Retention of Jurisdiction.** The Bankruptcy Court may properly retain jurisdiction over the matters set forth in Article XI of the Plan and/or section 1142 of the Bankruptcy Code to the maximum extent under applicable law.

67. **Additional Plan Provisions (11 U.S.C. § 1123(b)).** The Plan's provisions are appropriate, in the best interests of the Debtor and its Estate, and consistent with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

68. **Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)).** The Debtor has exercised reasonable business judgment with respect to the rejection of the Executory Contracts and Unexpired Leases pursuant the terms of the Plan and this Confirmation Order, and such rejections are justified and appropriate in this Chapter 11 Case. The Debtor also filed the List of Assumed Contracts, which contain notices to the applicable counterparties to the contracts set forth on Exhibit "FF" to Plan Supplement filed on February 1, 2021 [Docket No. 1875] and which exhibit sets forth the list of executory contracts and unexpired leases to be

assumed by the Debtor pursuant to the Plan (collectively, the "Assumed Contracts"). With respect to the Assumed Contracts, only one party objected to the assumption of any of the Assumed Contracts, but that objection was withdrawn.[8] Any modifications, amendments, supplements, and restatements to the Assumed Contracts that may have been executed by the Debtor during the Chapter 11 Case shall not be deemed to alter the prepetition nature of the Assumed Contracts or the validity, priority, or amount of any Claims that may arise in connection therewith. Assumption of any Assumed Contract pursuant to the Plan and full payment of any applicable Cure pursuant to the Plan shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.

69. **Compromises and Settlements Under and in Connection with the Plan (11 U.S.C. § 1123(b)(3)).** All of the settlements and compromises pursuant to and in connection with the Plan, comply with the requirements of section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019.

70. **Debtor Release, Exculpation and Injunctions (11 U.S.C. § 1123(b)).** The Debtor Release, Exculpation, and Injunction provisions provided in the Plan (i) are within the jurisdiction of the Bankruptcy Court under 28 U.S.C. § 1334; (ii) are integral elements of the transactions incorporated into the Plan, and inextricably bound with the other provisions of the Plan; (iii) confer material benefit on, and are in the best interests of, the Debtor, its Estate, and its

[8] *See Notice of Withdrawal of James Dondero's Objection Debtor's Proposed Assumption of Contracts and Cure Amounts Proposed in Connection Therewith* [Docket No. 1876]

creditors; (iv) are fair, equitable, and reasonable; (v) are given and made after due notice and opportunity for hearing; (vi) satisfy the requirements of Bankruptcy Rule 9019; and (vii) are consistent with the Bankruptcy Code and other applicable law, and as set forth below.

71. **Debtor Release.** Section IX.D of the Plan provides for the Debtor's release of the Debtor's and Estate's claims against the Released Parties. Releases by a debtor are discretionary and can be provided by a debtor to persons who have provided consideration to the Debtor and its estate pursuant to section 1123(b)(3)(A) of the Bankruptcy Code. Contrary to the objections raised by Mr. Dondero and certain of the Dondero Related Entities, the Debtor Release is appropriately limited to release claims held by the Debtor and does not purport to release the claims held by the Claimant Trust, Litigation Sub-Trust, or other third parties. The Plan does not purport to release any claims held by third parties and the Bankruptcy Court finds that the Debtor Release is not a "disguised" release of any third party claims as asserted by certain objecting parties. The limited scope of the Debtor Release in the Plan was extensively negotiated with the Committee, particularly with the respect to the Debtor's conditional release of claims against employees, as identified in the Plan, and the Plan's conditions and terms of such releases. The Plan does not release (i) any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, (ii) the rights or obligations of any current employee of the Debtor under any employment agreement or plan, (iii) the rights of the Debtor with respect to any confidentiality provisions or covenants restricting competition in favor of the Debtor under any employment agreement with a current or former employee of the Debtor, (iv) any Avoidance Actions, or (v) any Causes of Action arising from willful misconduct, criminal misconduct, actual

fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. The Debtor Release also contains conditions to such releases as set forth in Article X.D of the Plan with respect to employees (the "Release Conditions"). Until the an employee satisfies the Release Conditions or the Release Conditions otherwise terminate, any claims against such employee will be tolled so that if the Release Conditions are not met the Litigation Trustee may pursue claims against an employee at a later date. The evidence before the Bankruptcy Court, including, but not limited to Mr. Seery's testimony, demonstrates that the Debtor is not aware of any claims against any of the Released Parties, that the Released Parties have been instrumental in assisting the Debtor's efforts toward confirmation of the Plan and that, therefore, the releases are a *quid pro quo* for the Released Parties' significant contributions to a highly complex and contentious restructuring. The Committee, whose members hold approximately $200 million in claims against the Estate, is highly sophisticated and is represented by highly sophisticated professionals, and has actively and vigorously negotiated the terms of the Debtor Release, which was the subject of significant controversy at the Initial Disclosure Statement hearing held by the Bankruptcy Court on October 27, 2020.

72. **Exculpation.** Section IX.C of the Plan provides for the exculpation of certain Exculpated Parties to the extent provided therein (the "Exculpation Provision"). As explained below, the Exculpation Provision is appropriate under the unique circumstances of this litigious Chapter 11 Case and consistent with applicable Fifth Circuit precedent. First, with respect to the Independent Directors, their agents, and their advisors, including any employees acting at

their direction, the Bankruptcy Court finds and concludes that it has already exculpated these parties for acts other than willful misconduct and gross negligence pursuant to the January 9 Order. The January 9 Order was specifically agreed to by Mr. Dondero, who was in control of the Debtor up until entry of the January 9 Order. The January 9 Order was not appealed. In addition to the appointment of the Independent Directors in an already contentious and litigious case, the January 9 Order set the standard of care for the Independent Directors and specifically exculpated them for negligence. Mr. Seery and Mr. Dubel each testified that they had input into the contents of the January 9 Order and would not have agreed to their appointment as Independent Directors if the January 9 Order did not include the protections set forth in paragraph 10 of the January 9 Order. Paragraph 10 of the January 9 Order (1) requires that parties wishing to sue the Independent Directors or their agents and advisors must first seek approval from the Bankruptcy Court before doing so; (2) sets the standard of care for the Independent Directors during the Chapter 11 Case and exculpated the Independent Directors for acts other than willful misconduct or gross negligence; (3) only permits suits against the Independent Directors to proceed for colorable claims of willful misconduct and gross negligence upon order of the Bankruptcy Court; and (4) does not expire by its terms.

73. **Existing Exculpation of Independent Directors.** The Bankruptcy Court also finds and concludes that it has already exculpated Mr. Seery acting in the capacity as Chief Executive Officer and Chief Restructuring Officer pursuant to the July 16 Order. The Bankruptcy Court concludes its previous approval of the exculpation of the Independent Directors, their agents, advisors and employees working at their direction pursuant to the January 9 Order, and the Chief

Executive Officer and Chief Restructuring Officer pursuant to the July 16 Order constitutes the law of this case and are *res judicata* pursuant to *In re Republic Supply Co. v. Shoaf*, 815 F.2d 1046 (5th Cir.1987). The January 9 Order and July 16 Order cannot be collaterally attacked based on the objectors' objection to the exculpation of the Independent Directors, their agents, and advisors, including any employees acting at their direction, as well as the Chief Executive Officer and Chief Restructuring Officer, that the Bankruptcy Court already approved pursuant to the January 9 Order and the July 16 Order.

74. **The Exculpation Provision Complies with Applicable Law.** Separate and apart from the *res judicata* effect of the January 9 Order and the July 16 Order, the Bankruptcy Court also finds and concludes that the Exculpation Provision is consistent with applicable law, including *In re Pacific Lumber Co*., 584 F.3d 229 (5th Cir. 2009), for several reasons:

a. First, the statutory basis for *Pacific Lumber's* denial of exculpation for certain parties other than a creditors' committee and its members is that section 524(e) of the Bankruptcy Code "only releases the debtor, not co-liable third parties." *Pacific Lumber*, 253 F.3d. at 253. However, *Pacific Lumber* does not prohibit all exculpations under the Bankruptcy Code and the court in such case specifically approved the exculpations of a creditors' committee and its members on the grounds that "11 U.S.C. § 1103(c), which lists the creditors' committee's powers, implies committee members have qualified immunity for actions within the scope of their duties…. [I]f members of the committee can be sued by persons unhappy with the committee's performance during the case or unhappy with the outcome of the case, it will be extremely difficult to find members to serve on an official committee." *Pacific Lumber*, 253 F.3d at 253 (quoting Lawrence P. King, et al, Collier on Bankruptcy, ¶ 1103.05[4][b] (15th Ed. 2008]). *Pacific Lumber's* rationale for permitted exculpation of creditors' committees and their members (which was clearly policy-based and based on a creditors' committee qualified immunity flowing from their duties under section 1103(c) of the Bankruptcy Code and their disinterestedness and importance in chapter 11 cases) does not preclude exculpation to other parties in a particular chapter 11 case that perform similar roles to a creditors' committee and its members. The Independent Directors, and by extension the Chief Executive Officer and Chief Restructuring Officer, were not

part of the Debtor's enterprise prior to their appointment by the Bankruptcy Court under the January 9 Order. The Bankruptcy Court appointed the Independent Directors in lieu of a chapter 11 trustee to address what the Bankruptcy Court perceived as serious conflicts of interest and fiduciary duty concerns with the then-existing management prior to January 9, 2020, as identified by the Committee. In addition, the Bankruptcy Court finds that the Independent Directors expected to be exculpated from claims of negligence, and would likely have been unwilling to serve in contentious cases absent exculpation. The uncontroverted testimony of Mr. Seery and Mr. Dubel demonstrates that the Independent Directors would not have agreed to accept their roles without the exculpation and gatekeeper provision in the January 9 Order. Mr. Dubel also testified as to the increasing important role that independent directors are playing in complex chapter 11 restructurings and that unless independent directors could be assured of exculpation for simple negligence in contentious bankruptcy cases they would be reluctant to accept appointment in chapter 11 cases which would adversely affect the chapter 11 restructuring process. The Bankruptcy Court concludes that the Independent Directors were appointed under the January 9 Order in order to avoid the appointment of a chapter 11 trustee and are analogous to a creditors' committee rather than an incumbent board of directors. The Bankruptcy Court also concludes that if independent directors cannot be assured of exculpation for simple negligence in contentious bankruptcy cases, they may not be willing to serve in that capacity. Based upon the foregoing, the Bankruptcy Court concludes that *Pacific Lumber's* policy of exculpating creditors' committees and their members from "being sued by persons unhappy with the committee's performance during the case or unhappy with the outcome of the case" is applicable to the Independent Directors in this Chapter 11 Case.[9]

b. Second, the Bankruptcy Court also concludes that *Pacific Lumber* does not preclude the exculpation of parties if there is a showing that "costs [that] the released parties might incur defending against such suits alleging such negligence are likely to swamp either the Exculpated Parties or the reorganization." *Pacific Lumbe*r, 584 F.3d at 252. If ever there was a risk of that happening in a chapter 11 reorganization, it is this one. Mr. Seery credibly testified that Mr. Dondero stated outside the courtroom that if Mr. Dondero's pot plan does not get approved, that Mr. Dondero will "burn the place down." The Bankruptcy Court can easily expect that the proposed Exculpated Parties might expect to incur costs that could swamp them and the reorganization based on the prior litigious conduct of Mr. Dondero and his controlled entities that justify their inclusion in the Exculpation Provision.

[9] The same reasoning applies to the inclusion of Strand in the Exculpation Provision because Strand is the general partner of the Debtor through which each of the Independent Board members act.

75. **Injunction.** Section IX.D of the Plan provides for a Plan inunction to implement and enforce the Plan's release, discharge and release provisions (the "Injunction Provision"). The Injunction Provision is necessary to implement the provisions in the Plan. Mr. Seery testified that the Claimant Trustee will monetize the Debtor's assets in order to maximize their value. In order to accomplish this goal, the Claimant Trustee needs to be able to pursue this objective without the interference and harassment of Mr. Dondero and his related entities, including the Dondero Related Entities. Mr. Seery also testified that if the Claimant Trust was subject to interference by Mr. Dondero, it would take additional time to monetize the Debtor's assets and those assets could be monetized for less money to the detriment of the Debtor's creditors. The Bankruptcy Court finds and concludes that the Injunction Provision is consistent with and permissible under Bankruptcy Code sections 1123(a), 1123(a)(6), 1141(a) and (c), and 1142. The Bankruptcy Court rejects assertions by certain objecting parties that the Injunction Provision constitutes a "third-party release." The Injunction Provision is appropriate under the circumstances of this Chapter 11 Case and complies with applicable bankruptcy law. The Bankruptcy Court also concludes that the terms "implementation" and "consummation" are neither vague nor ambiguous

76. **Gatekeeper Provision**. Section IX.F of the Plan contains a provision contained in paragraph AA of this Confirmation Order and which the Debtor has referred to as a gatekeeper provision (the "Gatekeeper Provision"). The Gatekeeper Provision requires that Enjoined Parties first seek approval of the Bankruptcy Court before they may commence an action against Protected Parties. Thereafter, if the Bankruptcy Court determines that the action is

colorable, the Bankruptcy Court may, if it has jurisdiction, adjudicate the action. The Bankruptcy Court finds that the inclusion of the Gatekeeper Provision is critical to the effective and efficient administration, implementation, and consummation of the Plan. The Bankruptcy Court also concludes that the Bankruptcy Court has the statutory authority as set forth below to approve the Gatekeeper Provision.

77. **Factual Support for Gatekeeper Provision.** The facts supporting the need for the Gatekeeper Provision are as follows. As discussed earlier in this Confirmation Order, prior to the commencement of the Debtor's bankruptcy case, and while under the direction of Mr. Dondero, the Debtor had been involved in a myriad of litigation, some of which had gone on for years and, in some cases, over a decade. Substantially all of the creditors in this case are either parties who were engaged in litigation with the Debtor, parties who represented the Debtor in connection with such litigation and had not been paid, or trade creditors who provided litigation-related services to the Debtor. During the last several months, Mr. Dondero and the Dondero Related Entities have harassed the Debtor, which has resulted in further substantial, costly, and time-consuming litigation for the Debtor. Such litigation includes: (i) entry of a temporary restraining order and preliminary injunction against Mr. Dondero [Adv. Proc. No. 20-03190 Docket No. 10 and 59] because of, among other things, his harassment of Mr. Seery and employees and interference with the Debtor's business operations; (ii) a contempt motion against Mr. Dondero for violation of the temporary restraining order, which motion is still pending before the Bankruptcy Court [Adv. Proc. No. 20-03190 Docket No. 48]; (iii) a motion by Mr. Dondero's controlled investors in certain CLOs managed by the Debtor that the Bankruptcy Court referred to

as frivolous and a waste of the Bankruptcy Court's time [Docket No. 1528] which was denied by the Court [Docket No. 1605]; (iv) multiple plan confirmation objections focused on ensuring the Dondero Related Entities be able to continue their litigation against the Debtor and its successors post-confirmation [Docket Nos. 1661, 1667, 1670, 1673, 1676, 1677 and 1868]; (v) objections to the approval of the Debtor's settlements with Acis and HarbourVest and subsequent appeals of the Bankruptcy Court's order approving each of those settlements [Docket Nos. 1347 and 1870]; and (vi) a complaint and injunction sought against Mr. Dondero's affiliated entities to prevent them from violating the January 9 Order and entry of a restraining order against those entities [Adv Proc. No. 21-03000 Docket No 1] (collectively, the "Dondero Post-Petition Litigation").

78. **Findings Regarding Dondero Post-Petition Litigation.** The Bankruptcy Court finds that the Dondero Post-Petition Litigation was a result of Mr. Dondero failing to obtain creditor support for his plan proposal and consistent with his comments, as set forth in Mr. Seery's credible testimony, that if Mr. Dondero's plan proposal was not accepted, he would "burn down the place." The Bankruptcy Court concludes that without appropriate protections in place, in the form of the Gatekeeper Provision, Mr. Dondero and his related entities will likely commence litigation against the Protected Parties after the Effective Date and do so in jurisdictions other than the Bankruptcy Court in an effort to obtain a forum which Mr. Dondero perceives will be more hospitable to his claims. The Bankruptcy Court also finds, based upon Mr. Seery's testimony, that the threat of continued litigation by Mr, Dondero and his related entities after the Effective Date will impede efforts by the Claimant Trust to monetize assets for the benefit of creditors and result

in lower distributions to creditors because of costs and distraction such litigation or the threats of such litigation would cause.

79. **Necessity of Gatekeeper Provision.** The Bankruptcy Court further finds that unless the Bankruptcy Court approves the Gatekeeper Provision, the Claimant Trustee and the Claimant Trust Oversight Board will not be able to obtain D&O insurance, the absence of which will present unacceptable risks to parties currently willing to serve in such roles. The Bankruptcy Court heard testimony from Mark Tauber, a Vice President with AON Financial Services, the Debtor's insurance broker ("AON"), regarding his efforts to obtain D&O insurance. Mr. Tauber credibly testified that of all the insurance carriers that AON approached to provide D&O insurance coverage after the Effective Date, the only one willing to do so without an exclusion for claims asserted by Mr. Dondero and his affiliates otherwise requires that this Order approve the Gatekeeper Provision. Based on the foregoing, the Bankruptcy Court finds that the Gatekeeper Provision is necessary and appropriate in light of the history of the continued litigiousness of Mr. Dondero and his related entities in this Chapter 11 Case and necessary to the effective and efficient administration, implementation and consummation of the Plan and is appropriate pursuant to *Carroll v. Abide (In re Carroll*) 850 F.3d 811 (5th Cir. 2017). Approval of the Gatekeeper Provision will prevent baseless litigation designed merely to harass the post-confirmation entities charged with monetizing the Debtor's assets for the benefit of its economic constituents, will avoid abuse of the court system and preempt the use of judicial time that properly could be used to consider the meritorious claims of other litigants. Any suit against a Protected Party would effectively be a suit against the Debtor, and the Debtor may be required to indemnify the Protected

Parties under the Limited Partnership Agreement, which will remain in effect through the Effective Date, or those certain *Indemnification and Guaranty Agreements*, dated January 9, 2020, between Strand, the Debtor, and each Independent Director, following the Confirmation Date as each such agreement will be assumed pursuant to 11 U.S.C. § 365 pursuant to the Plan.

80. **Statutory Authority to Approve Gatekeeper Provision.** The Bankruptcy Court finds it has the statutory authority to approve the Gatekeeper Provision under sections 1123(a)(5), 1123(b)(6), 1141, 1142(b), and 105(a). The Gatekeeper Provision is also within the spirit of the Supreme Court's "Barton Doctrine." *Barton v. Barbour,* 104 U.S. 126 (1881). The Gatekeeper Provision is also consistent with the notion of a prefiling injunction to deter vexatious litigants, that has been approved by the Fifth Circuit in such cases as *Baum v. Blue Moon Ventures, LLC*, 513 F.3d 181, 189 (5th Cir. 2008), and *In re Carroll,* 850 F.3d 811 (5th Cir. 2017).

81. **Jurisdiction to Implement Gatekeeper Provision.** The Bankruptcy Court finds that it will have jurisdiction after the Effective Date to implement the Gatekeeper Provision as post-confirmation bankruptcy court jurisdiction has been interpreted by the Fifth Circuit under *United States Brass Corp. v. Travelers Ins. Group, Inc. (In re United States Brass Corp.)*, 301 F.3d 296 (5th Cir. 2002) and *EOP-Colonnade of Dallas Ltd. P'Ship v. Faulkner (In re Stonebridge Techs., Inc.)*, 430 F.3d 260 (5th Cir. 2005). Based upon the rationale of the Fifth Circuit in *Villegas v. Schmidt*, 788 F.3d 156, 158-59 (5th Cir. 2015), the Bankruptcy Court's jurisdiction to act as a gatekeeper does not violate *Stern v. Marshall.* The Bankruptcy Court's determination of whether

a claim is colorable, which the Bankruptcy Court has jurisdiction to determine, is distinct from whether the Bankruptcy Court would have jurisdiction to adjudicate any claim it finds colorable.

82. **Resolution of Objections of Scott Ellington and Isaac Leventon**. Each of Scott Ellington ("Mr. Ellington") and Isaac Leventon ("Mr. Leventon") (each, a "Senior Employee Claimant") has asserted certain claims for liquidated but unpaid bonus amounts for the following periods: 2016, 2017, and 2018, as set forth in Exhibit A to that certain *Senior Employees' Limited Objection to Debtor's Fifth Amended Plan of Reorganization* [Docket No. 1669] (the "Senior Employees' Objection") (for each of Mr. Ellington and Mr. Leventon, the "Liquidated Bonus Claims").

a. Mr. Ellington has asserted Liquidated Bonus Claims in the aggregate amount of $1,367,197.00, and Mr. Leventon has asserted Liquidated Bonus Claims in the aggregate amount of $598,198.00. Mr. Ellington received two Ballots[10] – a Ballot for Class 7 of the Plan and a Ballot for Class 8 of the Plan. Mr. Ellington completed and timely returned both of such Ballots, voted to reject the Plan, and elected to have his Class 8 Liquidated Bonus Claims treated under Class 7 of the Plan, subject to the objections and reservations of rights set forth in the Senior Employees' Objection. If Mr. Ellington is permitted to elect Class 7 treatment for his Liquidated Bonus Claims, then the maximum amount of his Liquidated Bonus Claims will be $1,000,000.

b. Mr. Leventon received two Ballots—a Ballot for Class 7 of the Plan and a Ballot for Class 8 of the Plan. Mr. Leventon completed and timely returned both of such Ballots and voted each such Ballots to rejected the Plan.

c. The Senior Employees' Objection, among other things, objects to the Plan on the grounds that the Debtor improperly disputes the right of Mr. Ellington to elect Class 7 treatment for his Liquidated Bonus Claims and Mr. Leventon's entitlement to receive Class 7 Convenience Class treatment for his Liquidated Bonus Claims. The Debtor contended that neither Mr. Ellington or Mr. Leventon were entitled to elect to receive Class 7 Convenience Class treatment on account of their Liquidated

[10] As defined in the Plan, "Ballot" means the forms(s) distributed to holders of Impaired Claims or Equity Interests entitled to vote on the Plan on which to indicate their acceptance or rejection of the Plan.

Bonus Claims under the terms of the Plan, the Disclosure Statement Order or applicable law.

d. The Debtor and Mr. Ellington and Mr. Leventon negotiated at arms' length in an effort to resolve all issues raised in the Senior Employee's Objection, including whether or not Mr. Ellington and Mr. Leventon were entitled to Class 7 Convenience Class treatment of their Liquidated Bonus Claims. As a result of such negotiation, the Debtor, Mr. Ellington, and Mr. Leventon have agreed to the settlement described in paragraphs 82(e) through 82(k) below and approved and effectuated pursuant to decretal paragraphs RR through SS (the "Senior Employees' Settlement").

e. Under the terms of the Senior Employees' Settlement, the Debtor has the right to elect one of two treatments of the Liquidated Bonus Claims for a Senior Employee Claimant. Under the first treatment option ("Option A"), the Liquidated Bonus Claims will be entitled to be treated in Class 7 of the Plan, and the Liquidated Bonus Claims will be entitled to receive payment in an amount equal to 70.125% of the Class 7 amount of the Liquidated Bonus Claims, subject to the Liquidated Bonus Claims becoming Allowed Claims under the terms of the Plan. Under this calculation, Mr. Ellington would be entitled to receive $701,250.00 on account of his Class 7 Convenience Class Claim when and as Allowed under the Plan, and Mr. Leventon would be entitled to receive $413,175.10 on account of his Class 7 Convenience Class Claim when and as Allowed under the Plan. If, however, any party in interest objects to the allowance of the Senior Employee Claimant's Liquidated Bonus Claims and does not prevail in such objection, then such Senior Employee Claimant will be entitled to a payment in an amount equal to 85% of his Allowed Liquidated Bonus Claims (subject, in the case of Mr. Ellington, to the cap imposed on Class 7 Claims). In addition, under Option A, each of Mr. Ellington and Mr. Leventon would retain their respective rights to assert that the Liquidated Bonus Claims are entitled to be treated as Administrative Expense Claims, as defined in Article I.B.2. of the Plan, in which case the holder of such Liquidated Bonus Claims would be entitled to payment in full of the Allowed Liquidated Bonus Claims. Under Option A, parties in interest would retain the right to object to any motion seeking payment of the Liquidated Bonus Amounts as Administrative Expenses.

f. Under the second treatment option ("Option B"), the Debtor would agree that the Senior Employee Claimant has Allowed Liquidated Bonus Claims, no longer subject to objection by any party in interest, in the amounts of the Liquidated Bonus Claims (subject, in the case of Mr. Ellington, to the cap imposed by Class 7). If the Debtor elects Option B as to a Senior Employee Claimant, then such Senior Employee Claimant would be entitled to a payment on account of his Allowed Liquidated Bonus Claims in an amount equal to 60% of the amount of the

Liquidated Bonus Claims (which, in Mr. Ellington's case, would be $600,000 and in Mr. Leventon's case, would be $358,918.80), and such payment would be the sole recovery on account of such Allowed Liquidated Bonus Claims.

g. The Debtor may, with the consent of the Committee, elect Option B with respect to a Senior Employee Claimant at any time prior to the occurrence of the Effective Date. If the Debtor does not make an election, then Option A will apply.

h. Under either Option A or Option B, Mr. Ellington and Mr. Leventon will retain all their rights with respect to all Claims other than the Liquidated Bonus Amounts, including, but not limited to, their Class 6 PTO Claims, other claims asserted as Class 8 General Unsecured Claims, the Senior Employees' claims for indemnification against the Debtor, and any other claims that they may assert constitute Administrative Expense Claims, and any other such Claims are subject to the rights of any party in interest to object to such Claims, and the Debtor reserves any all of its rights and defenses in connection therewith.

i. Subject to entry of this Confirmation Order and as set forth and announced on the record at the hearing on confirmation of the Plan and no party objecting thereto, Mr. Ellington and Mr. Leventon agreed to change the votes in their respective Ballots from rejection to acceptance of the Plan and to withdraw the Senior Employees' Objection.

j. The Senior Employees' Settlement represents a valid exercise of the Debtor's business judgment and satisfies the requirements for a compromise under Bankruptcy Rule 9019(a).

k. For the avoidance of doubt, neither Mr. Leventon nor Mr. Ellington shall be a Released Party under the Plan regardless of how the Senior Employee Claimants' Claims are to be treated hereunder.

Based upon the foregoing findings, and upon the record made before the Bankruptcy Court at the Confirmation Hearing, and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

A. Confirmation of the Plan. The Plan is approved in its entirety and **CONFIRMED** under section 1129 of the Bankruptcy Code. The terms of the Plan, including the

Plan Supplements and Plan Modifications, are incorporated by reference into and are an integral part of this Confirmation Order.[11]

B. Findings of Fact and Conclusions of Law. The findings of fact and the conclusions of law set forth in this Confirmation Order and on the record of the Confirmation Hearing constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. All findings of fact and conclusion of law announced by the Bankruptcy Court at the Confirmation Hearing in relation to confirmation of the Plan are hereby incorporated into this Confirmation Order. To the extent that any of the following constitutes findings of fact or conclusions of law, they are adopted as such. To the extent any findings of fact or conclusions of law set forth in this Confirmation Order (including any findings of fact or conclusions of law announced by the Bankruptcy Court at the Confirmation Hearing and incorporated herein) constitutes an order of the Bankruptcy Court, and is adopted as such.

C. Objections. Any resolution or disposition of objections to confirmation of the Plan or otherwise ruled upon by the Bankruptcy Court on the record of the Confirmation Hearing is hereby incorporated by reference. All objections and all reservations of rights pertaining to confirmation of the Plan that have not been withdrawn, waived or settled are overruled on the merits, except as otherwise specifically provided in this Confirmation Order.

D. Plan Supplements and Plan Modifications. The filing with the Bankruptcy Court of the Plan Supplements and the Plan Modifications constitutes due and

[11] The Plan is attached hereto as **Exhibit A**.

sufficient notice thereof. Accordingly, pursuant to section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019, the Plan Modifications and the Plan Supplements do not require additional disclosure under section 1125 of the Bankruptcy Code or resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that Holders of Claims or Equity Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. The Plan Modifications and the Plan Supplements constitute the Plan pursuant to section 1127(a) of the Bankruptcy Code. Accordingly, the Plan, as modified, is properly before the Bankruptcy Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

E. Deemed Acceptance of Plan. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims and Equity Interests who voted to accept the Plan (or whom are conclusively presumed to accept the Plan) are deemed to have accepted the Plan as modified by the Plan Modifications. No holder of a Claim shall be permitted to change its vote as a consequence of the Plan Modifications.

F. Vesting of Assets in the Reorganized Debtor. Except as otherwise provided in the Plan or this Confirmation Order, on or after the Effective Date, all Reorganized Debtor Assets will vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges or other encumbrances pursuant to section 1141(c) of the Bankruptcy Code, except with respect to such Liens, Claims, charges, and other encumbrances that are specifically preserved under the Plan upon the Effective Date. The Reorganized Debtor shall be the exclusive trustee of the Reorganized Debtor Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the

representative of the Estate appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code with respect to the Reorganized Debtor Assets.

G. Effectiveness of All Actions. All actions contemplated by the Plan, including all actions in connection with the Claimant Trust Agreement, the Senior Employee Stipulation, the New GP LLC Documents, the New Frontier Note, the Reorganized Limited Partnership Agreement, the Litigation Sub-Trust Agreement, and the other Plan Documents, are authorized to be taken on, prior to, or after the Effective Date, as applicable, under this Confirmation Order, without further application to or order of the Bankruptcy Court, or further action by the directors, managers, officers or partners of the Debtor or the Reorganized Debtor and with the effect that such actions had been taken by unanimous action of such parties.

H. Restructuring Transactions. The Debtor or Reorganized Debtor, as applicable, are authorized to enter into and effectuate the Restructuring provided under the Plan, including, without limitation, the entry into and consummation of the transactions contemplated by the Claimant Trust Agreement, the Senior Employee Stipulation, the New GP LLC Documents, the New Frontier Note, the Reorganized Limited Partnership Agreement, the Litigation Sub-Trust Agreement, and the other Plan Documents, and may take any actions as may be necessary or appropriate to effect a corporate restructuring of its business or a corporate restructuring of the overall corporate structure of the Reorganized Debtor, as and to the extent provided in the Plan. Any transfers of assets or equity interests effected or any obligations incurred through the Restructuring pursuant to the Plan are hereby approved and shall not constitute fraudulent conveyances or fraudulent transfers or otherwise be subject to avoidance.

I. Preservation of Causes of Action. Unless a Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including, without limitation, this Confirmation Order), such Cause of Action is expressly reserved for later adjudication by the Reorganized Debtor, the Litigation Sub-Trust, or the Claimant Trust, as applicable (including, without limitation, Causes of Action not specifically identified or of which the Debtor may presently be unaware or that may arise or exist by reason of additional facts or circumstances unknown to the Debtor at this time or facts or circumstances that may change or be different from those the Debtor now believes to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches will apply to such Causes of Action as a consequence of the confirmation, effectiveness, or consummation of the Plan based on the Disclosure Statement, the Plan, or this Confirmation Order, except where such Causes of Action have been expressly released in the Plan or any other Final Order (including, without limitation, this Confirmation Order). In addition, the right of the Reorganized Debtor, the Claimant Trust, or the Litigation Sub-Trust to pursue or adopt any claims alleged in any lawsuit in which the Debtor is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits, is expressly reserved.

J. Independent Board of Directors of Strand. The terms of the current Independent Directors shall expire on the Effective Date without the need for any further or other action by any of the Independent Directors. For avoidance of doubt, the Assumed Contracts

include the *Indemnification and Guaranty Agreement between Highland Capital Management, Strand Advisors, Inc. and James Seery*; the *Indemnification and Guaranty Agreement between Highland Capital Management, Strand Advisors, Inc. and John Dubel* and *Indemnification and Guaranty Agreement between Highland Capital Management, Strand Advisors, Inc. and Russell Nelms* and shall each remain in full force and effect notwithstanding the expiration of the terms of any Independent Directors.

K. Cancellation of Equity Interests and Issuance of New Partnership Interests. On the Effective Date, all Class A Limited Partnership Interests, including the Class A Limited Partnership Interests held by Strand, as general partner, and Class B/C Limited Partnerships in the Debtor will be deemed cancelled, and all obligations or debts owed by, or Claims against, the Debtor on account of, or based upon, such Class A Limited Partnership Interests and Class B/C Limited Partnership Interests shall be deemed as cancelled, released, and discharged, including all obligations or duties by the Debtor relating to the Equity Interests in any of the Debtor's formation documents, including the Limited Partnership Agreement. As of the Effective Date and pursuant to the Plan, new Class A Limited Partnership Interests in the Reorganized Debtor will be issued to the Claimant Trust and New GP LLC. The Claimant Trust, as limited partner, will ratify New GP LLC's appointment as general partner of the Reorganized Debtor, and on and following the Effective Date, the Claimant Trust will be the Reorganized Debtor's limited partner and New GP LLC will be its general partner. The Claimant Trust, as limited partner, and New GP LLC, as general partner, will execute the Reorganized Limited Partnership Agreement, which will amend and restate, in all respects, the Debtor's current Limited

Partnership Agreement. Following the Effective Date, the Reorganized Debtor will be managed consistent with the terms of the Reorganized Limited Partnership Agreement by New GP LLC. The sole managing member of New GP LLC will be the Claimant Trust, and the Claimant Trustee will be the sole officer of New GP LLC on the Effective Date.

L. Transfer of Assets to Claimant Trust. On or prior to the Effective Date, the Debtor shall irrevocably transfer and shall be deemed to have irrevocably transferred to the Claimant Trust all of its rights, title, and interest in and to all of the Claimant Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, the Claimant Trust Assets shall automatically vest in the Claimant Trust free and clear of all Claims, Liens, encumbrances, or interests subject only to the Claimant Trust Interests and the Claimant Trust Expenses, as provided for in the Claimant Trust Agreement, and such transfer shall be exempt from any stamp, real estate transfer, mortgage from any stamp, transfer, reporting, sales, use, or other similar tax. Following the Effective Date, the Claimant Trust will administer the Claimant Trust Assets pursuant to the Plan and the Claimant Trust Agreement.

M. Transfer of Estate Claims to Litigation Sub-Trust. On or prior to the Effective Date, the Claimant Trust shall irrevocably transfer and shall be deemed to have irrevocably transferred to the Litigation Sub-Trust all of the Claimant Trust's rights, title, and interest in and to all of the Estate Claims as successor in interest to the Debtor, and in accordance with section 1141 of the Bankruptcy Code, the Estate Claims shall automatically vest in the Litigation Sub-Trust free and clear of all Claims, Liens, encumbrances, or interests subject only to the Litigation Sub-Trust Interests and Litigation Sub-Trust Expenses. The Litigation Trustee will

be authorized to investigate, pursue, and otherwise resolve the Estate Claims pursuant to the terms of the Litigation Sub-Trust Agreement and the Plan, including as successor in interest to the Debtor or Committee, as applicable, in any litigation commenced prior to the Effective Date in which Estate Claims are asserted.

N. Compromise of Controversies. In consideration for the distributions and other benefits, including releases, provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims, Equity Interests, and controversies resolved under the Plan and the entry of this Confirmation Order constitutes approval of such compromise and settlement under Bankruptcy Rule 9019.

O. Objections to Claims. The Claims Objection Deadline shall be the date that is 180 days after the Effective Date, *provided, however*, that the Claims Objection Deadline may be extended by the Bankruptcy Court upon a motion by the Claimant Trustee and as otherwise provided under the Plan.

P. Assumption of Contracts and Leases. Effective as of the date of this Confirmation Order, each of the Assumed Contacts shall be assumed by the Debtor without the need for any further notice to or action, order, or approval of the Bankruptcy Court, under section 365 of the Bankruptcy Code and the payment of Cures, if any, shall be paid in accordance with the Plan. Each Assumed Contract shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to any of the

Assumed Contracts that have been executed by the Debtor during the Chapter 11 Case shall not be deemed to alter the prepetition nature of such Assumed Contracts or the validity, priority, or amount of any Claims that may arise in connection therewith. Assumption of the Assumed Contracts pursuant to Article V.A of the Plan and full payment of any applicable Cure pursuant to the Plan shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition, or other bankruptcy-related defaults, arising under any Assumed Contracts.

Q. Rejection of Contracts and Leases. Unless previously assumed during the pendency of the Chapter 11 Case or pursuant to the Plan, all other Executory Contracts and Unexpired Leases are rejected as of the date of the entry of this Confirmation Order and pursuant to the terms of the Plan. To the extent that any party asserts any damages resulting from the rejection of any Executory Contract or Unexpired Lease, such claim must be filed within **thirty (30) days** following entry of this Confirmation Order, or such claim will be forever barred and disallowed against the Reorganized Debtor.

R. Assumption of Issuer Executory Contracts. On the Confirmation Date, the Debtor will assume the agreements set forth on **Exhibit B** hereto (collectively, the "Issuer Executory Contracts") pursuant to section 365 of the Bankruptcy Code and Article V of the Plan. In full and complete satisfaction of its obligation to cure outstanding defaults under section 365(b)(1) of the Bankruptcy Code, the Debtor or, as applicable, any successor manager under the

Issuer Executory Contracts (collectively, the "Portfolio Manager") will pay to the Issuers[12] a cumulative amount of $525,000 (the "Cure Amount") as follows:

a. $200,000 in cash on the date that is five business days from the Effective Date, with such payment paid directly to Schulte Roth & Zabel LLP ("SRZ") in the amount of $85,714.29, Jones Walker LLP ("JW") in the amount of $72,380.95, and Maples Group ("Maples" and collectively with SRZ and JW, the "Issuers' Counsel") in the amount of $41,904.76 as reimbursement for the attorney's fees and other legal expenses incurred by the Issuers in connection with the Debtor's bankruptcy case; and

b. $325,000 in four equal quarterly payments of $81,250.00 (each, a "Payment"), which amounts shall be paid to SRZ in the amount of $34,821.43, JW in the amount of $29,404.76, and Maples in the amount of $17,023.81 as additional reimbursement for the attorney's fees and other legal expenses incurred by the Issuers in connection with the Debtor's bankruptcy case (i) from any management fees actually paid to the Portfolio Manager under the Issuer Executory Contracts (the "Management Fees"), and (ii) on the date(s) Management Fees are required to be paid under the Issuer Executory Contracts (the "Payment Dates"), and such obligation shall be considered an irrevocable direction from the Debtor and the Bankruptcy Court to the relevant CLO Trustee to pay, on each Payment Date, the Payment to Issuers' Counsel, allocated in the proportion set forth in such agreement; *provided, however,* that (x) if the Management Fees are insufficient to make any Payment in full on a Payment Date, such shortfall, in addition to any other amounts due hereunder, shall be paid out of the Management Fees owed on the following Payment Date, and (y) nothing herein shall limit either Debtor's liability to pay the amounts set forth herein, nor the recourse of the Issuers or Issuers' Counsel to the Debtor, in the event of any failure to make any Payment.

S. Release of Issuer Claims. Effective as of the Confirmation Date, and to the maximum extent permitted by law, each Issuer on behalf of itself and each of its current and former advisors, trustees, directors, officers, managers, members, partners, employees, beneficiaries, shareholders, agents, participants, subsidiaries, parents, successors, designees, and

[12] The "Issuers" are: Brentwood CLO, Ltd., Gleneagles CLO, Ltd., Greenbriar CLO, Ltd., Highland CLO 2018-1, Ltd., Highland Legacy Limited, Highland Loan Funding V Ltd., Highland Park CDO I, Ltd., Pam Capital Funding LP, Rockwall CDO II Ltd., Rockwall CDO Ltd., Southfork CLO Ltd., Stratford CLO Ltd., Westchester CLO, Ltd., Aberdeen Loan Funding, Ltd., Eastland CLO, Ltd., Grayson CLO, Ltd., Highland Credit Opportunities CDO Ltd., Jasper CLO, Ltd., Liberty Cayman Holdings, Ltd., Liberty CLO, Ltd., Red River CLO, Ltd., Valhalla CLO, Ltd.

assigns hereby forever, finally, fully, unconditionally, and completely releases, relieves, acquits, remises, and exonerates, and covenants never to sue, (i) the Debtor and (ii) the Professionals retained by the Debtor and the Committee in the Chapter 11 Case, the Independent Directors, the CEO/CRO, and with respect to the Persons listed in this subsection (ii), such Person's Related Persons (collectively, the "Debtor 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, any claims, defenses, and affirmative defenses, whether known or unknown, including, without limitation, those which were or could have been asserted in, in connection with, or with respect to the Bankruptcy Case (collectively, the "Issuer Released Claims").

T. Release of Debtor Claims against Issuer Released Parties. Upon entry of this Order, and to the maximum extent permitted by law, the Debtor hereby forever, finally, fully, unconditionally, and completely releases, relieves, acquits, remises, and exonerates, and covenants never to sue [(i) each Issuer and (ii) Wendy Ebanks, (iii) Yun Zheng, (iv) Laura Chisholm, (v) Mora Goddard, (vi) Stacy Bodden, (vii) Suzan Merren (viii) Scott Dakers, (ix) Samit Ghosh, (x) Inderjit Singh, (xi) Ellen Christian, (xii) Andrew Dean, (xiii) Betsy Mortel, (xiv) David Hogan, (xv) Cleveland Stewart, (xvi) Rachael Rankin, (xvii) Otelia Scott, (xviii) Martin Couch, (xx) Ferona Bartley-Davis, (xxi) Charlotte Cloete, (xxii) Christina McLean, (xxiii) Karen Ellerbe,

(xxiv) Gennie Kay Bigord, (xxv) Evert Brunekreef, (xxvii) Evan Charles Burtton (collectively, the "Issuer 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, any claims, defenses, and affirmative defenses, whether known or unknown, which were or could have been asserted in, in connection with, or with respect to the Bankruptcy Case (collectively, the "Debtor Released Claims"); *provided, however,* that notwithstanding anything herein to the contrary, the release contained herein will apply to the Issuer Released Parties set forth in subsection (ii) above only with respect to Debtor Released Claims arising from or relating to the Issuer Executory Contracts. Notwithstanding anything in this Order to the contrary, the releases set forth in paragraphs S and T hereof will not apply with respect to the duties, rights, or obligations of the Debtor or any Issuer hereunder.

U. Authorization to Consummate. The Debtor is authorized to consummate the Plan after the entry of this Confirmation Order subject to satisfaction or waiver of the conditions precedent to the Effective Date of the Plan set forth in Article VIII.A of the Plan. The Plan shall not become effective unless and until the conditions set forth in Article VIII.A of the Plan have been satisfied, or otherwise waived pursuant to Article VIII.B of the Plan.

V. Professional Compensation. All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date

must be filed no **later than sixty (60) days after the Effective Date**. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and an opportunity for hearing in accordance with the procedures established by the Bankruptcy Code and the Bankruptcy Court. The Debtor shall fund the Professional Fee Reserve as provided under the Plan. The Reorganized Debtor shall pay Professional Fee Claims in Cash in the amounts the Bankruptcy Court allows. The Debtor is authorized to pay the pre-Effective Date fees and expenses of all ordinary course professionals in the ordinary course of business without the need for further Bankruptcy Court order or approval. From and after the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 (if applicable) of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtor or Claimant Trustee, as applicable, may employ and pay any Professional or Entity employed in the ordinary course of the Debtor's business without any further notice to or action, order, or approval of the Bankruptcy Court.

W. Release, Exculpation, Discharge, and Injunction Provisions. The following release, exculpation, discharge, and injunction provisions set forth in the Plan are approved and authorized in their entirety, and such provisions are effective and binding on all parties and Entities to the extent provided therein.

X. Discharge of Claims and Termination of Interests. To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by the Plan or this Confirmation Order, all consideration distributed under the Plan will be in exchange for, and in complete satisfaction, settlement,

discharge, and release of, all Claims and Equity Interests of any kind or nature whatsoever against the Debtor or any of its Assets or properties, and regardless of whether any property will have been distributed or retained pursuant to the Plan on account of such Claims or Equity Interests. Except as otherwise expressly provided by the Plan or this Confirmation Order, upon the Effective Date, the Debtor and its Estate will be deemed discharged and released under and to the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims and Equity Interests of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code.

Y. Exculpation. Subject in all respects to Article XII.D of the Plan, to the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for conduct occurring on or after the Petition Date in connection with or arising out of (i) the filing and administration of the Chapter 11 Case; (ii) the negotiation and pursuit of the Disclosure Statement, the Plan, or the solicitation of votes for, or confirmation of, the Plan; (iii) the funding or consummation of the Plan (including the Plan Supplement) or any related agreements, instruments, or other documents, the solicitation of votes on the Plan, the offer, issuance, and Plan Distribution of any securities issued or to be issued pursuant to the Plan, including the Claimant Trust Interests, whether or not such Plan Distributions occur following the Effective Date; (iv) the implementation of the Plan; and (v) any negotiations, transactions, and documentation in connection with the foregoing clauses (i)-(v);

provided, however, the foregoing will not apply to (a) any acts or omissions of an Exculpated Party arising out of or related to acts or omissions that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct or (b) Strand or any Employee other than with respect to actions taken by such Entities from the date of appointment of the Independent Directors through the Effective Date. The Plan's exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, any other applicable law or rules, or any other provisions of the Plan, including Article IV.C.2 of the Plan, protecting such Exculpated Parties from liability.

Z. Releases by the Debtor. On and after the Effective Date, each Released Party is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtor and the Estate, in each case on behalf of themselves and their respective successors, assigns, and representatives, including, but not limited to, the Claimant Trust and the Litigation Sub-Trust from any and all Causes of Action, including any derivative claims, asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort or otherwise, that the Debtor or the Estate would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Interest in, a Debtor or other Person. Notwithstanding anything contained herein to the contrary, the foregoing release does not release: (i) any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, (ii) the rights or obligations of any current employee of the Debtor under any employment agreement or plan, (iii) the rights of the Debtor with respect to any confidentiality provisions or covenants restricting competition in favor of the Debtor under

any employment agreement with a current or former employee of the Debtor, (iv) any Avoidance Actions, or (v) any Causes of Action arising from willful misconduct, criminal misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

AA. Injunction. Upon entry of this Confirmation Order, all Enjoined Parties are and shall be permanently enjoined, on and after the Effective Date, from taking any actions to interfere with the implementation or consummation of the Plan. Except as expressly provided in the Plan, this Confirmation Order, or a separate order of the Bankruptcy Court, all Enjoined Parties are and shall be permanently enjoined, on and after the Effective Date, with respect to any Claims and Equity Interests, from directly or indirectly (i) commencing, conducting, or continuing in any manner, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtor or the property of the Debtor, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering, enforcing, or attempting to recover or enforce, by any manner or means, any judgment, award, decree, or order against the Debtor or the property of the Debtor, (iii) creating, perfecting, or otherwise enforcing in any manner, any security interest, lien or encumbrance of any kind against the Debtor or the property of the Debtor, (iv) asserting any right of setoff, directly or indirectly, against any obligation due to the Debtor or against property or interests in property of the Debtor, except to the limited extent permitted under Sections 553 and 1141 of the Bankruptcy Code, and (v) acting or proceeding in any manner,

in any place whatsoever, that does not conform to or comply with the provisions of the Plan. The injunctions set forth in the Plan and this Confirmation Order shall extend to, and apply to any act of the type set forth in any of clauses (i)-(v) of the immediately preceding paragraph against any successors of the Debtor, including, but not limited to, the Reorganized Debtor, the Litigation Sub-Trust, and the Claimant Trust and their respective property and interests in property. Subject in all respects to Article XII.D of the Plan, no Enjoined Party may commence or pursue a claim or cause of action of any kind against any Protected Party that arose or arises from or is related to the Chapter 11 Case, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the wind down of the business of the Debtor or Reorganized Debtor, the administration of the Claimant Trust or the Litigation Sub-Trust, or the transactions in furtherance of the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such claim or cause of action represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, fraud, or gross negligence against a Protected Party and (ii) specifically authorizing such Enjoined Party to bring such claim or cause of action against any such Protected Party; *provided, however*, the foregoing will not apply to a claim or cause of action against Strand or against any Employee other than with respect to actions taken, respectively, by Strand or by such Employee from the date of appointment of the Independent Directors through the Effective Date. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a claim or cause of action is colorable and, only to the extent legally permissible and as provided for in

Article XI of the Plan, shall have jurisdiction to adjudicate the underlying colorable claim or cause of action.

BB. Duration of Injunction and Stays. Unless otherwise provided in the Plan, in this Confirmation Order, or in a Final Order of the Bankruptcy Court, (i) all injunctions and stays entered during the Chapter 11 Case and in existence on the Confirmation Date, shall remain in full force and effect in accordance with their terms; and (ii) the automatic stay arising under section 362 of the Bankruptcy Code shall remain in full force and effect subject to Section 362(c) of the Bankruptcy Code, and to the extent necessary if the Debtor does not receive a discharge, the Bankruptcy Court will enter an equivalent order under Section 105.

CC. Continuance of January 9 Order and July 16 Order. Unless otherwise provided in the Plan, in this Confirmation Order, or in a Final Order of the Bankruptcy Court, each of the *Order Approving Settlement with Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course, entered by the Bankruptcy Court on January 9, 2020* [Docket No. 339] and *Order Approving the Debtor's Motion Under Bankruptcy Code Sections 105(a) and 363(b) Authorizing Retention of James P. Seery, Jr., as Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative Nunc Pro Tunc to March 15, 2020* [Docket No. 854] entered on July 16, 2020 shall remain in full force and effect from the Confirmation Date and following the Effective Date.

DD. No Governmental Releases. Nothing in this Confirmation Order or the Plan shall effect a release of any claim by the United States Government or any of its agencies or

any state and local authority whatsoever, including without limitation any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any party or person, nor shall anything in this Confirmation Order or the Plan enjoin the United States or any state or local authority from bringing any claim, suit, action, or other proceedings against any party or person for any liability of such persons whatever, including without limitation any claim, suit, or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against such persons, nor shall anything in this Confirmation Order or the Plan exculpate any party or person from any liability to the United States Government or any of its agencies or any state and local authority whatsoever, including any liabilities arising under the Internal Revenue Code, the environmental laws, or any criminal laws of the United States or any state and local authority against any party or person.

EE. Exemption from Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers (whether from the Debtor to the Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtor or the Reorganized Debtor; (b) the Restructuring transactions pursuant to the Plan; (c) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (d) the making, assignment, or recording of any lease or sublease; or (e) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan,

including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment to the fullest extent contemplated by section 1146(a) of the Bankruptcy Code, and upon entry of this Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation of any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

FF. Cancellation of Notes, Certificates and Instruments. Except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise set forth in the Plan or as otherwise provided in this Confirmation Order, on the Effective Date, all agreements, instruments, Securities and other documents evidencing any prepetition Claim or Equity Interest and any rights of any Holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect. The holders of or parties to such cancelled instruments, Securities, and other documentation will have no rights arising from or related to such instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan, and the obligations of the Debtor thereunder or in any way related thereto will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the

Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person.

GG. Documents, Mortgages, and Instruments. Each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the Plan, including the Restructuring transactions contemplated under the Plan, and this Confirmation Order.

HH. Post-Confirmation Modifications. Subject section 1127(b) of the Bankruptcy Code and the Plan, the Debtor and the Reorganized Debtor expressly reserve their rights to revoke or withdraw, or to alter, amend, or modify materially the Plan, one or more times after Confirmation and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan or this Confirmation Order, in such manner as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article XII.B of the Plan.

II. Applicable Nonbankruptcy Law. The provisions of this Confirmation Order, the Plan and related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

JJ. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state,

federal, or other governmental authority with respect to the dissemination, implementation, or consummation of the Plan and the Disclosure Statement, any certifications, documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement.

KK. Notice of Effective Date. As soon as reasonably practicable after the Effective Date, the Reorganized Debtor shall file notice of the Effective Date and shall serve a copy of the same on all Holders of Claims and Equity Interests, and all parties who have filed with the Bankruptcy Court requests to receive notices in accordance with Bankruptcy Rules 2002 and 3020(c). Notwithstanding the above, no notice of Confirmation or Consummation or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtor mailed notice of the Confirmation Hearing, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address" or "forwarding order expired," or similar reason, unless the Debtor has been informed in writing by such Entity, or is otherwise aware, of that Entity's new address. The above-referenced notices are adequate under the particular circumstances of this Chapter 11 Case and no other or further notice is necessary.

LL. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

MM. Waiver of Stay. For good cause shown, the stay of this Confirmation Order provided by any Bankruptcy Rule is waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Bankruptcy Court.

NN. References to and Omissions of Plan Provisions. References to articles, sections, and provisions of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any particular article, section, or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Bankruptcy Court that the Plan be confirmed in its entirety, except as expressly modified herein, and incorporated herein by this reference.

OO. Headings. Headings utilized herein are for convenience and reference only, and do not constitute a part of the Plan or this Confirmation Order for any other purpose.

PP. Effect of Conflict. This Confirmation Order supersedes any Bankruptcy Court order issued prior to the Confirmation Date that may be inconsistent with this Confirmation Order. If there is any inconsistency between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order govern and control. If there is any inconsistency between the terms of this Confirmation Order and the terms of a final, executed Plan Supplement Document, the terms of the final, executed Plan Supplement Document will govern and control.

QQ. Resolution of Objection of Texas Taxing Authorities. Dallas County, Kaufman County, City of Allen, Allen ISD and City of Richardson (collectively, the "Tax Authorities") assert that they are the holders of prepetition and administrative expense claims for 2019, 2020 and 2021 ad valorem real and business personal property taxes. The ad valorem property taxes for tax year 2020 shall be paid in accordance with and to the extent required under

applicable nonbankruptcy law. In the event the 2020 taxes are paid after February 1, 2021, the Tax Authorities may assert any rights and amounts they claim are owed with respect to penalties and interest that have accrued through the date of payment and the Debtor and Reorganized Debtor reserve any all rights and defenses in connection therewith.

a. The Debtor/Reorganized Debtor shall pay all amounts owed to the Tax Authorities for tax year 2021 in accordance with and to the extent required under applicable nonbankruptcy law. The Tax Authorities shall not be required to file and serve an administrative expense claim and request for payment as a condition of allowance of their administrative expense claims pursuant to 11 U.S.C. Section 503(b)(1)(D). With regard to year 2019 ad valorem property taxes, the Tax Authorities will receive payment of their prepetition claims within 30 days of the Effective Date of the Plan. The payment will include interest from the Petition Date through the Effective Date and from the Effective Date through payment in full at the state statutory rate pursuant to 11 U.S.C. Sections 506(b), 511, and 1129, if applicable, subject to all of the Debtor's and Reorganized Debtor's rights and defenses in connection therewith. Notwithstanding any other provision in the Plan, the Tax Authorities shall (i) retain the liens that secure all prepetition and postpetition amounts ultimately owed to them, if any, as well as (ii) the state law priority of those liens until the claims are paid in full.

b. The Tax Authorities' prepetition claims and their administrative expense claims shall not be discharged until such time as the amounts owed are paid in full. In the event of a default asserted by the Taxing Authorities, the Tax Authorities shall provide notice Debtor or Reorganized Debtor, as applicable, and may demand cure of any such asserted default. Subject to all of its rights and defenses, the Debtor or Reorganized Debtor shall have fifteen (15) days from the date of the notice to cure the default. If the alleged default is not cured, the Tax Authorities may exercise any of their respective rights under applicable law and pursue collection of all amounts owed pursuant to state law outside of the Bankruptcy Court, subject in all respects to the Debtor's and Reorganized Debtor's applicable rights and defenses. The Debtor/Reorganized Debtor shall be entitled to any notices of default required under applicable nonbankruptcy law and each of the Taxing Authorities, the Debtor and the Reorganized Debtor reserve any and all of their respective rights and defenses in connection therewith. The Debtor's and Reorganized Debtor's rights and defenses under Texas Law and the Bankruptcy Code with respect to this provision of the Confirmation Order, including their right to dispute or object to the Tax Authorities' Claims and liens, are fully preserved.

RR. Resolution of Objections of Scott Ellington and Isaac Leventon. Pursuant to Bankruptcy Rule 9019(a), the Senior Employees' Settlement is approved in all respects. The Debtor may, only with the consent of the Committee, elect Option B for a Senior Employee Claimant by written notice to such Senior Employee Claimant on or before the occurrence of the Effective Date. If the Debtor does not elect Option B, then Option A will govern the treatment of the Liquidated Bonus Claims.

a. Notwithstanding any language in the Plan, the Disclosure Statement, or this Confirmation Order to the contrary, if Option A applies to the Liquidated Bonus Claims of a Senior Employee Claimant, then the Liquidated Bonus Claims of such Senior Employee Claimant will receive the treatment described in paragraph 82(e) hereof, and if the Debtor timely elects Option B with respect to the Liquidated Bonus Claims of a Senior Employee Claimant, then the Liquidated Bonus Claims of such Senior Employee will receive the treatment described in paragraph 82(f) hereof.

b. The Senior Employees' Settlement is hereby approved, without prejudice to the respective rights of Mr. Ellington and Mr. Leventon to assert all their remaining Claims against the Debtor's estate, including, but not limited to, their Class 6 PTO Claims, their remaining Class 8 General Unsecured Claims, any indemnification claims, and any Administrative Expense Claims that they may assert and is without prejudice to the rights of any party in interest to object to any such Claims.

c. Pursuant to Bankruptcy Rule 3018(a), Mr. Ellington and Mr. Leventon were permitted to change their votes on the Plan. Accordingly, Mr. Ellington's votes on his Ballots in Class 7 and Class 8 of the Plan were changed from a rejection of the Plan to acceptance of the Plan, and Mr. Leventon's votes on his Ballots in Class 7 and Class 8 of the Plan were, changed from rejections of the Plan to acceptances of the Plan.

d. The Senior Employees' Objection is deemed withdrawn.

SS. No Release of Claims Against Senior Employee Claimants. For the avoidance of doubt, the Senior Employees' Settlement, as approved herein, shall not, and shall not be deemed to, release any Claims or Causes of Action held by the Debtor against either Senior

Employee Claimant nor shall either Senior Employee Claimant be, or be deemed to be, a "Released Party" under the Plan.

TT. Resolution of Objection of Internal Revenue Service. Notwithstanding any other provision or term of the Plan or Confirmation Order, the following Default Provision shall control as to the United States of America, Internal Revenue Service ("IRS") and all of its claims, including any administrative claim (the "IRS Claim"):

(a) Notwithstanding any other provision in the Plan, if the Debtor, the Reorganized Debtor, or any successor in interest fails to pay when due any payment required to be made on federal taxes, the IRS Claim, or other payment required to be made to the IRS under the terms and provisions of this Plan, the Confirmation Order, or the Internal Revenue Code (26 U.S.C.), or fails to timely file any required federal tax return, or if any other event of default as set forth in the Plan occurs, the IRS shall be entitled to give the Debtor, the Reorganized Debtor and/or any successor in interest and their counsel of record, by United States Certified Mail, written notice of the failure and/or default with demand that it be cured, and if the failure and/or default is not cured within 14 days of the date of said notice and demand, then the following shall apply to the IRS:

(1) The administrative collection powers and the rights of the IRS shall be reinstated as they existed prior to the filing of the bankruptcy petition, including, but not limited to, the assessment of taxes, the filing of a notice of Federal tax lien and the powers of levy, seizure, and collection as provided under the Internal Revenue Code;

(2) The automatic stay of 11 U.S.C. § 362 and any injunction of the Plan or in the Confirmation Order shall, with regard to the IRS only, lift or terminate without further notice or hearing by the Bankruptcy Court, and the entire prepetition liability owed to the IRS, together with any unpaid postpetition tax liabilities, may become due and payable immediately; and

(3) The IRS shall have the right to proceed to collect from the Debtor, the Reorganized Debtor or any successor in interest any of the prepetition tax liabilities and related penalties and interest through administrative or judicial collection procedures available under the United States Code as if no bankruptcy petition had been filed and as if no plan had been confirmed.

(b) If the IRS declares the Debtor, the Reorganized Debtor, or any successor-in-interest to be in default of the Debtor's, the Reorganized Debtor's and/ or any successor- in-interest's obligations under the Plan, then entire prepetition liability of an IRS' Allowed Claim, together with any unpaid postpetition tax liabilities shall become due and payable

immediately upon written demand to the Debtor, Reorganized Debtor and/or any successor-in-interest. Failure of the IRS to declare a failure and/or default does not constitute a waiver by the United States or its agency the IRS of the right to declare that the Debtor, Reorganized Debtor, and/or any successor in interest is in default.

(c) The IRS shall only be required to send two notices of failure and/or default, and upon the third event of a failure and/or default, the IRS shall be entitled to proceed as set out in paragraphs (1), (2), and/or (3) herein above without further notice to the Debtor, the Reorganized Debtor, or any successor in interest, or its counsel. The collection statute expiration date for all unpaid federal tax liabilities shall be extended pursuant to non-bankruptcy law.

(d) The Internal Revenue Service shall not be bound by any release provisions in the Plan that would release any liability of the responsible persons of the Debtor, the Reorganized Debtor, and/or any successor in interest to the IRS. The Internal Revenue Service may take such actions as it deems necessary to assess any liability that may be due and owing by the responsible persons of the Debtor, the Reorganized Debtor and/or any successor in interest to the Internal Revenue Service.

(e) Nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, causes of action, rights of setoff or recoupment, rights to appeal tax assessments, or other legal or equitable defenses that the Debtor or Reorganized Debtor have under non-bankruptcy law in connection with any claim, liability or cause of action of the United States and its agency the Internal Revenue Service.

(f) The term "any payment required to be made on federal taxes," as used herein above, is defined as: any payment or deposit required by the Internal Revenue Code to be made by the Debtor from and after the Confirmation Date, or the Reorganized Debtor and/or any successor in interest from and after the Effective Date, to the date the IRS Claim is together with interest paid in full. The term "any required tax return," as used herein above, is defined as: any tax return or report required by the Internal Revenue Code to be made by the Debtor from and after the Confirmation Date, or the Reorganized Debtor and/or any successor in interest from and after the Effective Date, to the date the IRS Claim is together with interest paid in full.

UU. IRS Proof of Claim. Notwithstanding anything in the Plan or in this Confirmation Order, until all required tax returns are filed with and processed by the IRS, the IRS's proof of claim will not be deemed fixed for purposes of Section 502 of the Bankruptcy Code and may be amended in order to reflect the IRS' assessment of the Debtor's unpaid priority and general unsecured taxes, penalties and interest.

VV. CLO Holdco, Ltd. Settlement Notwithstanding anything contained herein to the contrary, nothing in this Order is or is intended to supersede the rights and obligations of either the Debtor or CLO Holdco contained in that certain *Settlement Agreement between CLO Holdco, Ltd., and Highland Capital Management, L.P., dated January 25,2021* [Docket No. 1838-1] (the "CLOH Settlement Agreement"). In the event of any conflict between the terms of this Order and the terms of the CLOH Settlement Agreement, the terms of the CLOH Settlement Agreement will govern.

WW. Retention of Jurisdiction. The Bankruptcy Court may properly, and upon the Effective Date shall, to the maximum extent permitted under applicable law, retain jurisdiction over all matters arising out of, and related to, this Chapter 11 Case, including the matters set forth in Article XI of the Plan and section 1142 of the Bankruptcy Code.

XX. Payment of Statutory Fees; Filing of Quarterly Reports. All fees payable pursuant to 28 U.S.C. § 1930 shall be paid on or before the Effective Date. The Reorganized Debtor, the Claimant Trust, and the Litigation Sub-Trust shall be jointly and severally liable for payment of quarterly fees to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930 through the entry of the Final Decree for the Debtor or the dismissal or conversion of the Chapter 11 Case. Notwithstanding anything to the contrary in the Plan, the U.S. Trustee shall not be required to file any proofs of claim with respect to quarterly fees payable pursuant to 28 U.S.C. § 1930.

YY. Dissolution of the Committee. On the Effective Date, the Committee will dissolve, and the members of the Committee and the Committee's Professionals will cease to have

any role arising from or relating to the Chapter 11 Case, except in connection with final fee applications of Professionals for services rendered prior to the Effective Date (including the right to object thereto). Notwithstanding the foregoing, any Committee member or Professional may serve following the Effective Date with respect to the Claimant Trust Oversight Board or Litigation Sub-Trust. The Professionals retained by the Committee and the members thereof will not be entitled to assert any fee claims for any services rendered to the Committee or expenses incurred in the service of the Committee after the Effective Date, except for reasonable fees for services rendered, and actual and necessary costs incurred, in connection with any applications for allowance of Professional Fees pending on the Effective Date or filed and served after the Effective Date pursuant to the Plan. Nothing in the Plan shall prohibit or limit the ability of the Debtor's or Committee's Professionals to represent either of the Trustees or to be compensated or reimbursed per the Plan, the Claimant Trust Agreement, and/or Litigation Sub-Trust in connection with such representation.

ZZ. Miscellaneous. After the Effective Date, the Debtor or Reorganized Debtor, as applicable, shall have no obligation to file with the Bankruptcy Court or serve on any parties reports that the Debtor or Reorganized Debtor, as applicable, were obligated to file under the Bankruptcy Code or a court order, including monthly operating reports (even for those periods for which a monthly operating report was not filed before the Effective Date), ordinary course professional reports, reports to any parties otherwise required under the "first" and "second" day orders entered in this Chapter 11 Case (including any cash collateral financing orders entered in this Chapter 11 Case) and monthly or quarterly reports for Professionals; *provided*, *however*, that

the Debtor or Reorganized Debtor, as applicable, will comply with the U.S. Trustee's post confirmation reporting requirements.

###END OF ORDER###

Exhibit A

Fifth Amended Plan (as Modified)

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
Debtor.	)	

FIFTH AMENDED PLAN OF REORGANIZATION OF HIGHLAND CAPITAL MANAGEMENT, L.P. (AS MODIFIED)

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Counsel for the Debtor and Debtor-in-Possession

[1] The Debtor's last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.

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DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION

HIGHLAND CAPITAL MANAGEMENT, L.P., as debtor and debtor-in-possession in the above-captioned case (the "Debtor"), proposes the following chapter 11 plan of reorganization (the "Plan") for, among other things, the resolution of the outstanding Claims against, and Equity Interests in, the Debtor. Unless otherwise noted, capitalized terms used in this Plan have the meanings set forth in Article I of this Plan. The Debtor is the proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code.

Reference is made to the Disclosure Statement (as such term is defined herein and distributed contemporaneously herewith) for a discussion of the Debtor's history, business, results of operations, historical financial information, projections and assets, and for a summary and analysis of this Plan and the treatment provided for herein. There also are other agreements and documents that may be Filed with the Bankruptcy Court that are referenced in this Plan or the Disclosure Statement as Exhibits and Plan Documents. All such Exhibits and Plan Documents are incorporated into and are a part of this Plan as if set forth in full herein. Subject to the other provisions of this Plan, and in accordance with the requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Debtor reserves the right to alter, amend, modify, revoke, or withdraw this Plan prior to the Effective Date.

If this Plan cannot be confirmed, for any reason, then subject to the terms set forth herein, this Plan may be revoked.

ARTICLE I.
RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW AND DEFINED TERMS

A. Rules of Interpretation, Computation of Time and Governing Law

For purposes hereof: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document, as previously amended, modified or supplemented, if applicable, shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented in accordance with its terms; (d) unless otherwise specified, all references herein to "Articles," "Sections," "Exhibits" and "Plan Documents" are references to Articles, Sections, Exhibits and Plan Documents hereof or hereto; (e) unless otherwise stated, the words "herein," "hereof," "hereunder" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (f) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) any reference to an Entity as a Holder of a Claim or Equity Interest includes such Entity's successors and assigns; (h) the rules of construction set

forth in section 102 of the Bankruptcy Code shall apply; (i) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; and (j) "$" or "dollars" means Dollars in lawful currency of the United States of America. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

B. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. "*Acis*" means collectively Acis Capital Management, L.P. and Acis Capital Management GP, LLP.

2. "*Administrative Expense Claim*" means any Claim for costs and expenses of administration of the Chapter 11 Case that is Allowed pursuant to sections 503(b), 507(a)(2), 507(b) or 1114(2) of the Bankruptcy Code, including, without limitation, (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estate and operating the business of the Debtor; and (b) all fees and charges assessed against the Estate pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code, and that have not already been paid by the Debtor during the Chapter 11 Case and a Professional Fee Claim.

3. "*Administrative Expense Claims Bar Date*" means, with respect to any Administrative Expense Claim (other than a Professional Fee Claim) becoming due on or prior to the Effective Date, 5:00 p.m. (prevailing Central Time) on such date that is forty-five days after the Effective Date.

4. "*Administrative Expense Claims Objection Deadline*" means, with respect to any Administrative Expense Claim, the later of (a) ninety (90) days after the Effective Date and (b) sixty (60) days after the timely Filing of the applicable request for payment of such Administrative Expense Claim; *provided, however,* that the Administrative Expense Claims Objection Deadline may be extended by the Bankruptcy Court upon a motion by the Claimant Trustee.

5. "*Affiliate*" of any Person means any Entity that, with respect to such Person, either (i) is an "affiliate" as defined in section 101(2) of the Bankruptcy Code, or (ii) is an "affiliate" as defined in Rule 405 of the Securities Act of 1933, or (iii) directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For the purposes of this definition, the term "control" (including, without limitation, the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction in any respect of the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

6. "*Allowed*" means, with respect to any Claim, except as otherwise provided in the Plan: (a) any Claim that is evidenced by a Proof of Claim that has been timely Filed by the Bar Date, or that is not required to be evidenced by a Filed Proof of Claim under the Bankruptcy

Code or a Final Order; (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed and for which no Proof of Claim has been timely filed; (c) a Claim Allowed pursuant to the Plan or an order of the Bankruptcy Court that is not stayed pending appeal; or (d) a Claim that is not Disputed (including for which a Proof of Claim has been timely filed in a liquidated and noncontingent amount that has not been objected to by the Claims Objection Deadline or as to which any such objection has been overruled by Final Order); *provided, however,* that with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that, with respect to such Claim, no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim shall have been Allowed as set forth above.

7. "*Allowed Claim or Equity Interest*" means a Claim or an Equity Interest of the type that has been Allowed.

8. "*Assets*" means all of the rights, titles, and interest of the Debtor, Reorganized Debtor, or Claimant Trust, in and to property of whatever type or nature, including, without limitation, real, personal, mixed, intellectual, tangible, and intangible property, the Debtor's books and records, and the Causes of Action.

9. "*Available Cash*" means any Cash in excess of the amount needed for the Claimant Trust and Reorganized Debtor to maintain business operations as determined in the sole discretion of the Claimant Trustee.

10. "*Avoidance Actions*" means any and all avoidance, recovery, subordination or other actions or remedies that may be brought by and on behalf of the Debtor or its Estate under the Bankruptcy Code or applicable nonbankruptcy law, including, without limitation, actions or remedies arising under sections 502, 510, 544, 545, and 547-553 of the Bankruptcy Code or under similar state or federal statutes and common law, including fraudulent transfer laws

11. "*Ballot*" means the form(s) distributed to holders of Impaired Claims or Equity Interests entitled to vote on the Plan on which to indicate their acceptance or rejection of the Plan.

12. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Case.

13. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or any other court having jurisdiction over the Chapter 11 Case.

14. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, in each case as amended from time to time and as applicable to the Chapter 11 Case.

15. "*Bar Date*" means the applicable deadlines set by the Bankruptcy Court for the filing of Proofs of Claim against the Debtor as set forth in the Bar Date Order, which deadlines may be or have been extended for certain Claimants by order of the Bankruptcy Court.

16. "*Bar Date Order*" means the *Order (I) Establishing Bar Dates for Filing Proofs of Claim and (II) Approving the Form and Manner of Notice Thereof* [D.I. 488].

17. "*Business Day*" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

18. "*Cash*" means the legal tender of the United States of America or the equivalent thereof.

19. "*Causes of Action*" means any action, claim, cross-claim, third-party claim, cause of action, controversy, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, debt, damage, judgment, account, defense, remedy, offset, power, privilege, license and franchise of any kind or character whatsoever, in each case whether known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, assertable directly or derivatively (including, without limitation, under alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law. For the avoidance of doubt, Cause of Action includes, without limitation,: (a) any right of setoff, counterclaim or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to Claims or Equity Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any claims under any state or foreign law, including, without limitation, any fraudulent transfer or similar claims; (f) the Avoidance Actions, and (g) the Estate Claims. The Causes of Action include, without limitation, the Causes of Action belonging to the Debtor's Estate listed on the schedule of Causes of Action to be filed with the Plan Supplement.

20. "*CEO/CRO*" means James P. Seery, Jr., the Debtor's chief executive officer and chief restructuring officer.

21. "*Chapter 11 Case*" means the Debtor's case under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Delaware Bankruptcy Court and transferred to the Bankruptcy Court on December 4, 2019, and styled *In re Highland Capital Management, L.P.*, Case No. 19-34054-sgj-11.

22. "*Claim*" means any "claim" against the Debtor as defined in section 101(5) of the Bankruptcy Code.

23. "*Claims Objection Deadline*" means the date that is 180 days after the Confirmation Date; *provided, however,* the Claims Objection Deadline may be extended by the Bankruptcy Court upon a motion by the Claimant Trustee.

24. "*Claimant Trust*" means the trust established for the benefit of the Claimant Trust Beneficiaries on the Effective Date in accordance with the terms of this Plan and the Claimant Trust Agreement.

25. "*Claimant Trust Agreement*" means the agreement Filed in the Plan Supplement establishing and delineating the terms and conditions of the Claimant Trust.

26. "*Claimant Trust Assets*" means (i) other than the Reorganized Debtor Assets (which are expressly excluded from this definition), all other Assets of the Estate, including, but not limited to, all Causes of Action, Available Cash, any proceeds realized or received from such Assets, all rights of setoff, recoupment, and other defenses with respect, relating to, or arising from such Assets, (ii) any Assets transferred by the Reorganized Debtor to the Claimant Trust on or after the Effective Date, (iii) the limited partnership interests in the Reorganized Debtor, and (iv) the ownership interests in New GP LLC. For the avoidance of doubt, any Causes of Action that, for any reason, are not capable of being transferred to the Claimant Trust shall constitute Reorganized Debtor Assets.

27. "*Claimant Trust Beneficiaries*" means the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, including, upon Allowance, Disputed General Unsecured Claims and Disputed Subordinated Claims that become Allowed following the Effective Date, and, only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent all Allowed unsecured Claims, excluding Subordinated Claims, have been paid in full, post-petition interest from the Petition Date at the Federal Judgment Rate in accordance with the terms and conditions set forth in the Claimant Trust Agreement and all Disputed Claims in Class 8 and Class 9 have been resolved, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.

28. "*Claimant Trustee*" means James P. Seery, Jr., the Debtor's chief executive officer and chief restructuring officer, or such other Person identified in the Plan Supplement who will act as the trustee of the Claimant Trust in accordance with the Plan, the Confirmation Order, and Claimant Trust Agreement or any replacement trustee pursuant to (and in accordance with) the Claimant Trust Agreement. The Claimant Trustee shall be responsible for, among other things, monetizing the Estate's investment assets, resolving Claims (other than those Claims assigned to the Litigation Sub-Trust for resolution), and, as the sole officer of New GP LLC, winding down the Reorganized Debtor's business operations.

29. "*Claimant Trust Expenses*" means all reasonable legal and other reasonable professional fees, costs, and expenses incurred by the Trustees on account of administration of the Claimant Trust, including any reasonable administrative fees and expenses, reasonable attorneys' fees and expenses, reasonable insurance costs, taxes, reasonable escrow expenses, and other expenses.

30. "*Claimant Trust Interests*" means the non-transferable interests in the Claimant Trust that are issued to the Claimant Trust Beneficiaries pursuant to this Plan; *provided*, *however*, Holders of Class A Limited Partnership Interests, Class B Limited Partnership Interests, and Class C Limited Partnership Interests will not be deemed to hold Claimant Trust Interests

unless and until the Contingent Claimant Trust Interests distributed to such Holders vest in accordance with the terms of this Plan and the Claimant Trust Agreement.

31. "*Claimant Trust Oversight Committee*" means the committee of five Persons established pursuant to ARTICLE IV of this Plan to oversee the Claimant Trustee's performance of its duties and otherwise serve the functions described in this Plan and the Claimant Trust Agreement.

32. "*Class*" means a category of Holders of Claims or Equity Interests as set forth in ARTICLE III hereof pursuant to section 1122(a) of the Bankruptcy Code.

33. "*Class A Limited Partnership Interest*" means the Class A Limited Partnership Interests as defined in the Limited Partnership Agreement held by The Dugaboy Investment Trust, Mark and Pamela Okada Family Trust – Exempt Trust 2, Mark and Pamela Okada – Exempt Descendants' Trust, and Mark Kiyoshi Okada, and the General Partner Interest.

34. "*Class B Limited Partnership Interest*" means the Class B Limited Partnership Interests as defined in the Limited Partnership Agreement held by Hunter Mountain Investment Trust.

35. "*Class B/C Limited Partnership Interests*" means, collectively, the Class B Limited Partnership and Class C Limited Partnership Interests.

36. "*Class C Limited Partnership Interest*" means the Class C Limited Partnership Interests as defined in the Limited Partnership Agreement held by Hunter Mountain Investment Trust.

37. "*Committee*" means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee pursuant to 11 U.S.C. § 1102(a)(1) on October 29, 2019 [D.I. 65], consisting of (i) the Redeemer Committee of Highland Crusader Fund, (ii) Meta-e Discovery, (iii) UBS, and (iv) Acis.

38. "*Confirmation Date*" means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

39. "*Confirmation Hearing*" means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

40. "*Confirmation Order*" means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

41. *"Convenience Claim"* means any prepetition, liquidated, and unsecured Claim against the Debtor that as of the Confirmation Date is less than or equal to $1,000,000 or any General Unsecured Claim that makes the Convenience Class Election. For the avoidance of doubt, the Reduced Employee Claims will be Convenience Claims.

42. "*Convenience Claim Pool*" means the $13,150,000 in Cash that shall be available upon the Effective Date for distribution to Holders of Convenience Claims under the Plan as set forth herein. Any Cash remaining in the Convenience Claim Pool after all distributions on account of Convenience Claims have been made will be transferred to the Claimant Trust and administered as a Claimant Trust Asset.

43. "*Convenience Class Election*" means the option provided to each Holder of a General Unsecured Claim that is a liquidated Claim as of the Confirmation Date on their Ballot to elect to reduce their claim to $1,000,000 and receive the treatment provided to Convenience Claims.

44. "*Contingent Claimant Trust Interests"* means the contingent Claimant Trust Interests to be distributed to Holders of Class A Limited Partnership Interests, Holders of Class B Limited Partnership Interests, and Holders of Class C Limited Partnership Interests in accordance with this Plan, the rights of which shall not vest, and consequently convert to Claimant Trust Interests, unless and until the Claimant Trustee Files a certification that all holders of Allowed General Unsecured Claims have been paid indefeasibly in full, plus, to the extent all Allowed unsecured Claims, excluding Subordinated Claims, have been paid in full, all accrued and unpaid post-petition interest from the Petition Date at the Federal Judgment Rate and all Disputed Claims in Class 8 and Class 9 have been resolved. As set forth in the Claimant Trust Agreement, the Contingent Claimant Trust Interests distributed to the Holders of Class A Limited Partnership Interests will be subordinated to the Contingent Claimant Trust Interests distributed to the Holders of Class B/C Limited Partnership Interests.

45. "*Debtor*" means Highland Capital Management, L.P. in its capacity as debtor and debtor in possession in the Chapter 11 Case.

46. *"Delaware Bankruptcy Court"* means the United States Bankruptcy Court for the District of Delaware.

47. "*Disclosure Statement*" means that certain *Disclosure Statement for Debtor's Fifth Amended Chapter 11 Plan of Reorganization*, as amended, supplemented, or modified from time to time, which describes this Plan, including all exhibits and schedules thereto and references therein that relate to this Plan.

48. "*Disputed*" means with respect to any Claim or Equity Interest, any Claim or Equity Interest that is not yet Allowed.

49. "*Disputed Claims Reserve*" means the appropriate reserve(s) or account(s) to be established on the Initial Distribution Date and maintained by the Claimant Trustee for distributions on account of Disputed Claims that may subsequently become an Allowed Claim.

50. "*Disputed Claims Reserve Amount*" means, for purposes of determining the Disputed Claims Reserve, the Cash that would have otherwise been distributed to a Holder of a Disputed Claim at the time any distributions of Cash are made to the Holders of Allowed Claims. The amount of the Disputed Claim upon which the Disputed Claims Reserve is calculated shall be: (a) the amount set forth on either the Schedules or the filed Proof of Claim, as applicable; (b) the amount agreed to by the Holder of the Disputed Claim and the Claimant Trustee or Reorganized

Debtor, as applicable; (c) the amount ordered by the Bankruptcy Court if it enters an order disallowing, in whole or in part, a Disputed Claim; or (d) as otherwise ordered by the Bankruptcy Court, including an order estimating the Disputed Claim.

51. "*Distribution Agent*" means the Claimant Trustee, or any party designated by the Claimant Trustee to serve as distribution agent under this Plan.

52. "*Distribution Date*" means the date or dates determined by the Reorganized Debtor or the Claimant Trustee, as applicable, on or after the Initial Distribution Date upon which the Distribution Agent shall make distributions to holders of Allowed Claims and Interests entitled to receive distributions under the Plan.

53. "*Distribution Record Date*" means the date for determining which Holders of Claims and Equity Interests are eligible to receive distributions hereunder, which date shall be the Effective Date or such later date determined by the Bankruptcy Court.

54. "*Effective Date*" means the Business Day that this Plan becomes effective as provided in ARTICLE VIII hereof.

55. "*Employees*" means the employees of the Debtor set forth in the Plan Supplement.

56. "*Enjoined Parties*" means (i) all Entities who have held, hold, or may hold Claims against or Equity Interests in the Debtor (whether or not proof of such Claims or Equity Interests has been filed and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan), (ii) James Dondero ("Dondero"), (iii) any Entity that has appeared and/or filed any motion, objection, or other pleading in this Chapter 11 Case regardless of the capacity in which such Entity appeared and any other party in interest, (iv) any Related Entity, and (v) the Related Persons of each of the foregoing.

57. "*Entity*" means any "entity" as defined in section 101(15) of the Bankruptcy Code and also includes any Person or any other entity.

58. "*Equity Interest*" means any Equity Security in the Debtor, including, without limitation, all issued, unissued, authorized or outstanding partnership interests, shares, of stock or limited company interests, the Class A Limited Partnership Interests, the Class B Limited Partnership Interests, and the Class C Limited Partnership Interests.

59. "*Equity Security*" means an "equity security" as defined in section 101(16) of the Bankruptcy Code.

60. "*Estate*" means the bankruptcy estate of the Debtor created by virtue of section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Case.

61. "*Estate Claims*" has the meaning given to it in Exhibit A to the *Notice of Final Term Sheet* [D.I. 354].

62. "*Exculpated Parties*" means, collectively, (i) the Debtor and its successors and assigns, (ii) the Employees, (iii) Strand, (iv) the Independent Directors, (v) the Committee, (vi) the members of the Committee (in their official capacities), (vii) the Professionals retained by the Debtor and the Committee in the Chapter 11 Case, (viii) the CEO/CRO; and (ix) the Related Persons of each of the parties listed in (iv) through (viii); *provided, however,* that, for the avoidance of doubt, none of James Dondero, Mark Okada, NexPoint Advisors, L.P. (and any of its subsidiaries and managed entities), the Charitable Donor Advised Fund, L.P. (and any of its subsidiaries, including CLO Holdco, Ltd., and managed entities), Highland CLO Funding, Ltd. (and any of its subsidiaries, members, and managed entities), Highland Capital Management Fund Advisors, L.P. (and any of its subsidiaries and managed entities), NexBank, SSB (and any of its subsidiaries), the Hunter Mountain Investment Trust (or any trustee acting for the trust), the Dugaboy Investment Trust (or any trustee acting for the trust), or Grant Scott is included in the term "Exculpated Party."

63. "*Executory Contract*" means a contract to which the Debtor is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

64. "*Exhibit*" means an exhibit annexed hereto or to the Disclosure Statement (as such exhibits are amended, modified or otherwise supplemented from time to time), which are incorporated by reference herein.

65. "*Federal Judgment Rate*" means the post-judgment interest rate set forth in 28 U.S.C. § 1961 as of the Effective Date.

66. "*File*" or "*Filed*" or "*Filing*" means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Case.

67. "*Final Order*" means an order or judgment of the Bankruptcy Court, which is in full force and effect, and as to which the time to appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for a new trial, reargument or rehearing shall then be pending or as to which any right to appeal, petition for *certiorari*, new trial, reargument, or rehearing shall have been waived in writing in form and substance satisfactory to the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, or, in the event that an appeal, writ of *certiorari*, new trial, reargument, or rehearing thereof has been sought, such order of the Bankruptcy Court shall have been determined by the highest court to which such order was appealed, or *certiorari*, new trial, reargument or rehearing shall have been denied and the time to take any further appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing shall have expired; *provided, however*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed with respect to such order shall not preclude such order from being a Final Order.

68. "*Frontier Secured Claim*" means the loan from Frontier State Bank to the Debtor in the principal amount of $7,879,688.00 made pursuant to that certain First Amended and Restated Loan Agreement, dated March 29, 2018.

69. "*General Partner Interest*" means the Class A Limited Partnership Interest held by Strand, as the Debtor's general partner.

70. "*General Unsecured Claim*" means any prepetition Claim against the Debtor that is not Secured and is not a/an: (a) Administrative Expense Claim; (b) Professional Fee Claim; (c) Priority Tax Claim; (d) Priority Non-Tax Claim; or (e) Convenience Claim.

71. "*Governmental Unit*" means a "governmental unit" as defined in section 101(27) of the Bankruptcy Code.

72. "*GUC Election*" means the option provided to each Holder of a Convenience Claim on their Ballot to elect to receive the treatment provided to General Unsecured Claims.

73. "*Holder*" means an Entity holding a Claim against, or Equity Interest in, the Debtor.

74. "*Impaired*" means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

75. "*Independent Directors*" means John S. Dubel, James P. Seery, Jr., and Russell Nelms, the independent directors of Strand appointed on January 9, 2020, and any additional or replacement directors of Strand appointed after January 9, 2020, but prior to the Effective Date.

76. "*Initial Distribution Date*" means, subject to the "Treatment" sections in ARTICLE III hereof, the date that is on or as soon as reasonably practicable after the Effective Date, when distributions under this Plan shall commence to Holders of Allowed Claims and Equity Interests.

77. "*Insurance Policies*" means all insurance policies maintained by the Debtor as of the Petition Date.

78. "*Jefferies Secured Claim*" means any Claim in favor of Jefferies, LLC, arising under that certain Prime Brokerage Customer Agreement, dated May 24, 2013, between the Debtor and Jefferies, LLC, that is secured by the assets, if any, maintained in the prime brokerage account created by such Prime Brokerage Customer Agreement.

79. "*Lien*" means a "lien" as defined in section 101(37) of the Bankruptcy Code and, with respect to any asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such asset.

80. "*Limited Partnership Agreement*" means that certain Fourth Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P., dated December 24, 2015, as amended.

81. "*Litigation Sub-Trust*" means the sub-trust established within the Claimant Trust or as a wholly –owned subsidiary of the Claimant Trust on the Effective Date in each case in accordance with the terms and conditions set forth in the Litigation Sub-Trust Agreement and Claimant Trust Agreement. As set forth in the Litigation Sub-Trust Agreement, the Litigation Sub-Trust shall hold the Claimant Trust Assets that are Estate Claims.

82. "*Litigation Sub-Trust Agreement*" means the agreement filed in the Plan Supplement establishing and delineating the terms and conditions of the Litigation Sub-Trust.

83. "*Litigation Trustee*" means the trustee appointed by the Committee and reasonably acceptable to the Debtor who shall be responsible for investigating, litigating, and settling the Estate Claims for the benefit of the Claimant Trust in accordance with the terms and conditions set forth in the Litigation Sub-Trust Agreement.

84. "*Managed Funds*" means Highland Multi-Strategy Credit Fund, L.P., Highland Restoration Capital Partners, L.P., and any other investment vehicle managed by the Debtor pursuant to an Executory Contract assumed pursuant to this Plan.

85. "*New Frontier Note*" means that promissory note to be provided to the Allowed Holders of Class 2 Claims under this Plan and any other documents or security agreements securing the obligations thereunder.

86. "*New GP LLC*" means a limited liability company incorporated in the State of Delaware pursuant to the New GP LLC Documents to serve as the general partner of the Reorganized Debtor on the Effective Date.

87. "*New GP LLC Documents*" means the charter, operating agreement, and other formational documents of New GP LLC.

88. "*Ordinary Course Professionals Order*" means that certain *Order Pursuant to Sections 105(a), 327, 328, and 330 of the Bankruptcy Code Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtor in the Ordinary Course* [D.I. 176].

89. "*Other Unsecured Claim*" means any Secured Claim other than the Jefferies Secured Claim and the Frontier Secured Claim.

90. *"Person*" means a "person" as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, individual, corporation, company, general or limited partnership, limited liability company, unincorporated organization firm, trust, estate, business trust, association, joint stock company, joint venture, government, governmental agency, Governmental Unit or any subdivision thereof, the United States Trustee, or any other entity, whether acting in an individual, fiduciary or other capacity.

91. "Petition *Date*" means October 16, 2019.

92. "*Plan*" means this *Debtor's Fifth Amended Chapter 11 Plan of Reorganization*, including the Exhibits and the Plan Documents and all supplements, appendices,

and schedules thereto, either in its present form or as the same may be altered, amended, modified or otherwise supplemented from time to time.

93. "*Plan Distribution*" means the payment or distribution of consideration to Holders of Allowed Claims and Allowed Equity Interests under this Plan.

94. "*Plan Documents*" means any of the documents, other than this Plan, but including, without limitation, the documents to be filed with the Plan Supplement, to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date, and as may be modified consistent with the terms hereof with the consent of the Committee.

95. "*Plan Supplement*" means the ancillary documents necessary for the implementation and effectuation of the Plan, including, without limitation, (i) the form of Claimant Trust Agreement, (ii) the forms of New GP LLC Documents, (iii) the form of Reorganized Limited Partnership Agreement, (iv) the Sub-Servicer Agreement (if applicable), (v) the identity of the initial members of the Claimant Trust Oversight Committee, (vi) the form of Litigation Sub-Trust Agreement; (vii) the schedule of retained Causes of Action; (viii) the New Frontier Note, (ix) the schedule of Employees; (x) the form of Senior Employee Stipulation,; and (xi) the schedule of Executory Contracts and Unexpired Leases to be assumed pursuant to this Plan, which, in each case, will be in form and substance reasonably acceptable to the Debtor and the Committee.

96. "*Priority Non-Tax Claim*" means a Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code, including any Claims for paid time-off entitled to priority under section 507(a)(4) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

97. "*Pro Rata*" means the proportion that (a) the Allowed amount of a Claim or Equity Interest in a particular Class bears to (b) the aggregate Allowed amount of all Claims or Equity Interests in such Class.

98. "*Professional*" means (a) any Entity employed in the Chapter 11 Case pursuant to section 327, 328 363 or 1103 of the Bankruptcy Code or otherwise and (b) any Entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Case pursuant to sections 327, 328, 330, 331, 363, 503(b), 503(b)(4) and 1103 of the Bankruptcy Code.

99. "*Professional Fee Claim*" means a Claim under sections 328, 330(a), 331, 363, 503 or 1103 of the Bankruptcy Code, with respect to a particular Professional, for compensation for services rendered or reimbursement of costs, expenses or other charges incurred after the Petition Date and prior to and including the Effective Date.

100. "*Professional Fee Claims Bar Date*" means with respect to Professional Fee Claims, the Business Day which is sixty (60) days after the Effective Date or such other date as approved by order of the Bankruptcy Court.

101. "*Professional Fee Claims Objection Deadline*" means, with respect to any Professional Fee Claim, thirty (30) days after the timely Filing of the applicable request for payment of such Professional Fee Claim.

102. "*Professional Fee Reserve*" means the reserve established and funded by the Claimant Trustee pursuant this Plan to provide sufficient funds to satisfy in full unpaid Allowed Professional Fee Claims.

103. "*Proof of Claim*" means a written proof of Claim or Equity Interest Filed against the Debtor in the Chapter 11 Case.

104. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

105. "*Protected Parties*" means, collectively, (i) the Debtor and its successors and assigns, direct and indirect majority-owned subsidiaries, and the Managed Funds, (ii) the Employees, (iii) Strand, (iv) the Reorganized Debtor, (v) the Independent Directors, (vi) the Committee, (vii) the members of the Committee (in their official capacities), (viii) the Claimant Trust, (ix) the Claimant Trustee, (x) the Litigation Sub-Trust, (xi) the Litigation Trustee, (xii) the members of the Claimant Trust Oversight Committee (in their official capacities), (xiii) New GP LLC, (xiv) the Professionals retained by the Debtor and the Committee in the Chapter 11 Case, (xv) the CEO/CRO; and (xvi) the Related Persons of each of the parties listed in (iv) through (xv); *provided, however,* that, for the avoidance of doubt, none of James Dondero, Mark Okada, NexPoint Advisors, L.P. (and any of its subsidiaries and managed entities), the Charitable Donor Advised Fund, L.P. (and any of its subsidiaries, including CLO Holdco, Ltd., and managed entities), Highland CLO Funding, Ltd. (and any of its subsidiaries, members, and managed entities), NexBank, SSB (and any of its subsidiaries), Highland Capital Management Fund Advisors, L.P. (and any of its subsidiaries and managed entities), the Hunter Mountain Investment Trust (or any trustee acting for the trust), the Dugaboy Investment Trust (or any trustee acting for the trust), or Grant Scott is included in the term "Protected Party."

106. "*PTO Claims*" means any Claim for paid time off in favor of any Debtor employee in excess of the amount that would qualify as a Priority Non-Tax Claim under section 507(a)(4) of the Bankruptcy Code.

107. "*Reduced Employee Claims*" has the meaning set forth in ARTICLE IX.D.

108. "*Reinstated*" means, with respect to any Claim or Equity Interest, (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the Holder of such Claim or Equity Interest in accordance with section 1124 of the Bankruptcy Code or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim or Equity Interest to demand or receive accelerated payment of such Claim or Equity Interest after the occurrence of a default: (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) of the Bankruptcy Code expressly does not require to be cured; (ii) reinstating the maturity of such Claim or Equity Interest as such maturity existed before such default; (iii) compensating the Holder of such Claim or Equity Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim or Equity Interest arises from any failure to perform a nonmonetary obligation, other than a default arising from failure to operate a non-residential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensating the Holder

of such Claim or Equity Interest (other than any Debtor or an insider of any Debtor) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (v) not otherwise altering the legal, equitable, or contractual rights to which such Claim entitles the Holder of such Claim.

109. "*Rejection Claim*" means any Claim for monetary damages as a result of the rejection of an executory contract or unexpired lease pursuant to the Confirmation Order.

110. "*Related Entity*" means, without duplication, (a) Dondero, (b) Mark Okada ("Okada"), (c) Grant Scott ("Scott"), (d) Hunter Covitz ("Covitz"), (e) any entity or person that was an insider of the Debtor on or before the Petition Date under Section 101(31) of the Bankruptcy Code, including, without limitation, any entity or person that was a non-statutory insider, (f) any entity that, after the Effective Date, is an insider or Affiliate of one or more of Dondero, Okada, Scott, Covitz, or any of their respective insiders or Affiliates, including, without limitation, The Dugaboy Investment Trust, (g) the Hunter Mountain Investment Trust and any of its direct or indirect parents, (h) the Charitable Donor Advised Fund, L.P., and any of its direct or indirect subsidiaries, and (i) Affiliates of the Debtor and any other Entities listed on the Related Entity List.

111. "*Related Entity List*" means that list of Entities filed with the Plan Supplement.

112. "*Related Persons*" means, with respect to any Person, such Person's predecessors, successors, assigns (whether by operation of law or otherwise), and each of their respective present, future, or former officers, directors, employees, managers, managing members, members, financial advisors, attorneys, accountants, investment bankers, consultants, professionals, advisors, shareholders, principals, partners, subsidiaries, divisions, management companies, heirs, agents, and other representatives, in each case solely in their capacity as such.

113. "*Released Parties*" means, collectively, (i) the Independent Directors; (ii) Strand (solely from the date of the appointment of the Independent Directors through the Effective Date); (iii) the CEO/CRO; (iv) the Committee; (v) the members of the Committee (in their official capacities), (vi) the Professionals retained by the Debtor and the Committee in the Chapter 11 Case; and (vii) the Employees.

114. "*Reorganized Debtor*" means the Debtor, as reorganized pursuant to this Plan on and after the Effective Date.

115. "*Reorganized Debtor Assets*" means any limited and general partnership interests held by the Debtor, the management of the Managed Funds and those Causes of Action (including, without limitation, claims for breach of fiduciary duty), that, for any reason, are not capable of being transferred to the Claimant Trust. For the avoidance of doubt, "Reorganized Debtor Assets" includes any partnership interests or shares of Managed Funds held by the Debtor but does not include the underlying portfolio assets held by the Managed Funds.

116. "*Reorganized Limited Partnership Agreement*" means that certain Fifth Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P., by and among the Claimant Trust, as limited partner, and New GP LLC, as general partner, Filed with the Plan Supplement.

117. "*Restructuring*" means the restructuring of the Debtor, the principal terms of which are set forth in this Plan and the Disclosure Statement.

118. "*Retained Employee Claim*" means any Claim filed by a current employee of the Debtor who will be employed by the Reorganized Debtor upon the Effective Date.

119. "*Schedules*" means the schedules of Assets and liabilities, statements of financial affairs, lists of Holders of Claims and Equity Interests and all amendments or supplements thereto Filed by the Debtor with the Bankruptcy Court [D.I. 247].

120. "*Secured*" means, when referring to a Claim: (a) secured by a Lien on property in which the Debtor's Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in the interest of the Debtor's Estate in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) Allowed pursuant to the Plan as a Secured Claim.

121. "*Security*" or "*security*" means any security as such term is defined in section 101(49) of the Bankruptcy Code.

122. "*Senior Employees*" means the senior employees of the Debtor Filed in the Plan Supplement.

123. "*Senior Employee Stipulation*" means the agreements filed in the Plan Supplement between each Senior Employee and the Debtor.

124. "*Stamp or Similar Tax*" means any stamp tax, recording tax, personal property tax, conveyance fee, intangibles or similar tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes imposed or assessed by any Governmental Unit.

125. "*Statutory Fees*" means fees payable pursuant to 28 U.S.C. § 1930.

126. "*Strand*" means Strand Advisors, Inc., the Debtor's general partner.

127. "*Sub-Servicer*" means a third-party selected by the Claimant Trustee to service or sub-service the Reorganized Debtor Assets.

128. "*Sub-Servicer Agreement*" means the agreement that may be entered into providing for the servicing of the Reorganized Debtor Assets by the Sub-Servicer.

129. "*Subordinated Claim*" means any Claim that is subordinated to the Convenience Claims and General Unsecured Claims pursuant to an order entered by the Bankruptcy Court (including any other court having jurisdiction over the Chapter 11 Case) after notice and a hearing.

130. "*Subordinated Claimant Trust Interests*" means the Claimant Trust Interests to be distributed to Holders of Allowed Subordinated Claims under the Plan, which such interests shall be subordinated in right and priority to the Claimant Trust Interests distributed to Holders of Allowed General Unsecured Claims as provided in the Claimant Trust Agreement.

131. "*Trust Distribution*" means the transfer of Cash or other property by the Claimant Trustee to the Claimant Trust Beneficiaries.

132. "*Trustees*" means, collectively, the Claimant Trustee and Litigation Trustee.

133. "*UBS*" means, collectively, UBS Securities LLC and UBS AG London Branch.

134. "*Unexpired Lease*" means a lease to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

135. "*Unimpaired*" means, with respect to a Class of Claims or Equity Interests that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

136. "*Voting Deadline*" means the date and time by which all Ballots to accept or reject the Plan must be received in order to be counted under the under the Order of the Bankruptcy Court approving the Disclosure Statement as containing adequate information pursuant to section 1125(a) of the Bankruptcy Code and authorizing the Debtor to solicit acceptances of the Plan.

137. "*Voting Record Date*" means November 23, 2020.

ARTICLE II.
ADMINISTRATIVE EXPENSES AND PRIORITY TAX CLAIMS

A. Administrative Expense Claims

On the later of the Effective Date or the date on which an Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Administrative Expense Claim (other than Professional Fee Claims) will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Administrative Expense Claim either (i) payment in full in Available Cash for the unpaid portion of such Allowed Administrative Expense Claim; or (ii) such other less favorable treatment as agreed to in writing by the Debtor or the Reorganized Debtor, as applicable, and such Holder; *provided, however,* that Administrative Expense Claims incurred by the Debtor in the ordinary course of business may be paid in the ordinary course of business in the discretion of the Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. All statutory fees payable under 28 U.S.C. § 1930(a) shall be paid as such fees become due.

If an Administrative Expense Claim (other than a Professional Fee Claim) is not paid by the Debtor in the ordinary course, the Holder of such Administrative Expense Claim must File, on

or before the applicable Administrative Expense Claims Bar Date, and serve on the Debtor or Reorganized Debtor, as applicable, and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court, an application for allowance and payment of such Administrative Expense Claim.

Objections to any Administrative Expense Claim (other than a Professional Fee Claim) must be Filed and served on the Debtor or the Reorganized Debtor, as applicable, and the party asserting such Administrative Expense Claim by the Administrative Expense Claims Objection Deadline.

B. Professional Fee Claims

Professionals or other Entities asserting a Professional Fee Claim for services rendered through the Effective Date must submit fee applications under sections 327, 328, 329,330, 331, 503(b) or 1103 of the Bankruptcy Code and, upon entry of an order of the Bankruptcy Court granting such fee applications, such Professional Fee Claim shall promptly be paid in Cash in full to the extent provided in such order.

Professionals or other Entities asserting a Professional Fee Claim for services rendered on or prior to the Effective Date must File, on or before the Professional Fee Claims Bar Date, and serve on the Debtor or Reorganized Debtor, as applicable, and such other Entities who are designated as requiring such notice by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court, an application for final allowance of such Professional Fee Claim.

Objections to any Professional Fee Claim must be Filed and served on the Debtor or Reorganized Debtor, as applicable, and the party asserting the Professional Fee Claim by the Professional Fee Claim Objection Deadline. Each Holder of an Allowed Professional Fee Claim will be paid by the Debtor or the Claimant Trust, as applicable, in Cash within ten (10) Business Days of entry of the order approving such Allowed Professional Fee Claim.

On the Effective Date, the Claimant Trustee shall establish the Professional Fee Reserve. The Professional Fee Reserve shall vest in the Claimant Trust and shall be maintained by the Claimant Trustee in accordance with the Plan and Claimant Trust Agreement. The Claimant Trust shall fund the Professional Fee Reserve on the Effective Date in an estimated amount determined by the Debtor in good faith prior to the Confirmation Date and that approximates the total projected amount of unpaid Professional Fee Claims on the Effective Date. Following the payment of all Allowed Professional Fee Claims, any excess funds in the Professional Fee Reserve shall be released to the Claimant Trust to be used for other purposes consistent with the Plan and the Claimant Trust Agreement.

C. Priority Tax Claims

On or as soon as reasonably practicable after the later of (i) the Initial Distribution Date if such Priority Tax Claim is an Allowed Priority Tax Claim as of the Effective Date or (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtor: (a) Cash in an amount of a total value as of the Effective Date of the Plan equal to the amount of such Allowed

Priority Tax Claim in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, or (b) if paid over time, payment of such Allowed Priority Tax Claim in accordance with section 1129(a)(9)(C) of the Bankruptcy Code; or (c) such other less favorable treatment as agreed to in writing by the Debtor and such Holder. Payment of statutory fees due pursuant to 28 U.S.C. § 1930(a)(6) will be made at all appropriate times until the entry of a final decree; *provided, however*, that the Debtor may prepay any or all such Claims at any time, without premium or penalty.

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

A. Summary

All Claims and Equity Interests, except Administrative Expense Claims and Priority Tax Claims, are classified in the Classes set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, and Priority Tax Claims have not been classified.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes including, without limitation, confirmation and distribution pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and will be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released or otherwise settled (in each case, by the Debtor or any other Entity) prior to the Effective Date.

B. Summary of Classification and Treatment of Classified Claims and Equity Interests

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

C. Elimination of Vacant Classes

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one Holder of a Claim or Equity Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

D. Impaired/Voting Classes

Claims and Equity Interests in Class 2 and Class 7 through Class 11 are Impaired by the Plan, and only the Holders of Claims or Equity Interests in those Classes are entitled to vote to accept or reject the Plan.

E. Unimpaired/Non-Voting Classes

Claims in Class 1 and Class 3 through Class 6 are Unimpaired by the Plan, and such Holders are deemed to have accepted the Plan and are therefore not entitled to vote on the Plan.

F. Impaired/Non-Voting Classes

There are no Classes under the Plan that will not receive or retain any property and no Classes are deemed to reject the Plan.

G. Cramdown

If any Class of Claims or Equity Interests is deemed to reject this Plan or does not vote to accept this Plan, the Debtor may (i) seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code or (ii) amend or modify this Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Equity Interests, or any class of Claims or Equity Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

H. Classification and Treatment of Claims and Equity Interests

1. *Class 1 – Jefferies Secured Claim*

- *Classification*: Class 1 consists of the Jefferies Secured Claim.
- *Treatment*: On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 1 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtor: (A) Cash equal to the amount of such Allowed Class 1 Claim; (B) such other less favorable treatment as to which the Debtor and the Holder of such Allowed Class 1 Claim will have agreed upon in writing; or (C) such other treatment rendering such Claim Unimpaired. Each Holder of an Allowed Class 1 Claim will retain the Liens securing its Allowed Class 1 Claim as of the Effective Date until

full and final payment of such Allowed Class 1 Claim is made as provided herein.

- *Impairment and Voting*: Class 1 is Unimpaired, and the Holders of Class 1 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 1 Claims are not entitled to vote to accept or reject this Plan and will not be solicited.

2. *Class 2 – Frontier Secured Claim*

- *Classification*: Class 2 consists of the Frontier Secured Claim.

- *Treatment*: On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 2 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim: (A) Cash in an amount equal to all accrued but unpaid interest on the Frontier Claim through and including the Effective Date and (B) the New Frontier Note. The Holder of an Allowed Class 2 Claim will retain the Liens securing its Allowed Class 2 Claim as of the Effective Date until full and final payment of such Allowed Class 2 Claim is made as provided herein.

- *Impairment and Voting*: Class 2 is Impaired, and the Holders of Class 2 Claims are entitled to vote to accept or reject this Plan.

3. *Class 3 – Other Secured Claims*

- *Classification*: Class 3 consists of the Other Secured Claims.

- *Allowance and Treatment*: On or as soon as reasonably practicable after the later of (i) the Initial Distribution Date if such Class 3 Claim is Allowed on the Effective Date or (ii) the date on which such Class 3 Claim becomes an Allowed Class 3 Claim, each Holder of an Allowed Class 3 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, its Allowed Claim 3 Claim, at the option of the Debtor, or following the Effective Date, the Reorganized Debtor or Claimant Trustee, as applicable, (i) Cash equal to such Allowed Other Secured Claim, (ii) the collateral securing its Allowed Other Secured Claim, plus postpetition interest to the extent required under Bankruptcy Code Section 506(b), or (iii) such other treatment rendering such Claim Unimpaired.

- *Impairment and Voting*: Class 3 is Unimpaired, and the Holders of Class 3 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 3 Claims are not entitled to vote to accept or reject this Plan and will not be solicited.

4. *Class 4 – Priority Non-Tax Claims*

- *Classification*: Class 4 consists of the Priority Non-Tax Claims.

- *Allowance and Treatment*: On or as soon as reasonably practicable after the later of (i) the Initial Distribution Date if such Class 4 Claim is Allowed on the Effective Date or (ii) the date on which such Class 4 Claim becomes an Allowed Class 4 Claim, each Holder of an Allowed Class 4 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, its Allowed Claim 4 Claim Cash equal to the amount of such Allowed Class 4 Claim.

- *Impairment and Voting*: Class 4 is Unimpaired, and the Holders of Class 4 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 4 Claims are not entitled to vote to accept or reject this Plan and will not be solicited.

5. *Class 5 – Retained Employee Claims*

- *Classification*: Class 5 consists of the Retained Employee Claims.

- *Allowance and Treatment*: On or as soon as reasonably practicable after the Effective Date, each Allowed Class 5 Claim will be Reinstated.

- *Impairment and Voting*: Class 5 is Unimpaired, and the Holders of Class 5 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 5 Claims are not entitled to vote to accept or reject this Plan and will not be solicited.

6. *Class 6 – PTO Claims*

- *Classification*: Class 6 consists of the PTO Claims.

- *Allowance and Treatment*: On or as soon as reasonably practicable after the later of (i) the Initial Distribution Date if such Class 6 Claim is Allowed on the Effective Date or (ii) the date on which such Class 6 Claim becomes an Allowed Class 6 Claim, each Holder of an Allowed Class 6 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, its Allowed Claim 6 Claim Cash equal to the amount of such Allowed Class 6 Claim.

- *Impairment and Voting*: Class 6 is Unimpaired, and the Holders of Class 6 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 6

Claims are not entitled to vote to accept or reject this Plan and will not be solicited.

7. *Class 7 – Convenience Claims*

- *Classification*: Class 7 consists of the Convenience Claims.
- *Allowance and Treatment*: On or as soon as reasonably practicable after the later of (i) the Initial Distribution Date if such Class 7 Claim is Allowed on the Effective Date or (ii) the date on which such Class 7 Claim becomes an Allowed Class 7 Claim, each Holder of an Allowed Class 7 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, its Allowed Class 7 Claim (1) the treatment provided to Allowed Holders of Class 8 General Unsecured Claims if the Holder of such Class 7 Claim makes the GUC Election or (2) an amount in Cash equal to the lesser of (a) 85% of the Allowed amount of such Holder's Class 7 Claim or (b) such Holder's Pro Rata share of the Convenience Claims Cash Pool.
- *Impairment and Voting*: Class 7 is Impaired, and the Holders of Class 7 Claims are entitled to vote to accept or reject this Plan.

8. *Class 8 – General Unsecured Claims*

- *Classification*: Class 8 consists of the General Unsecured Claims.
- *Treatment*: On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 8 Claim, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim shall receive (i) its Pro Rata share of the Claimant Trust Interests, (ii) such other less favorable treatment as to which such Holder and the Claimant Trustee shall have agreed upon in writing, or (iii) the treatment provided to Allowed Holders of Class 7 Convenience Claims if the Holder of such Class 8 General Unsecured Claim is eligible and makes a valid Convenience Class Election.

  Notwithstanding anything to the contrary herein, after the Effective Date and subject to the other provisions of this Plan, the Debtor, the Reorganized Debtor, and the Claimant Trust, as applicable, will have and will retain any and all rights and defenses under bankruptcy or nonbankruptcy law that the Debtor had with respect to any General Unsecured Claim, except with respect to any General Unsecured Claim Allowed by Final Order of the Bankruptcy Court.
- *Impairment and Voting*: Class 8 is Impaired, and the Holders of Class 8 Claims are entitled to vote to accept or reject this Plan.

9. *Class 9 – Subordinated Claims*

- *Classification*: Class 9 consists of the Subordinated Claims.

  Treatment: On the Effective Date, Holders of Subordinated Claims shall receive either (i) their Pro Rata share of the Subordinated Claimant Trust Interests or, (ii) such other less favorable treatment as to which such Holder and the Claimant Trustee may agree upon in writing.

  Notwithstanding anything to the contrary herein, after the Effective Date and subject to the other provisions of this Plan, the Debtor, the Reorganized Debtor, and the Claimant Trust, as applicable, will have and will retain any and all rights and defenses under bankruptcy or nonbankruptcy law that the Debtor had with respect to any Subordinated Claim, except with respect to any Subordinated Claim Allowed by Final Order of the Bankruptcy Court.

- *Impairment and Voting*: Class 9 is Impaired, and the Holders of Class 9 Claims are entitled to vote to accept or reject this Plan.

10. *Class 10 – Class B/C Limited Partnership Interests*

- *Classification*: Class 10 consists of the Class B/C Limited Partnership Interests.

- *Treatment*: On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 10 Claim, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim shall receive (i) its Pro Rata share of the Contingent Claimant Trust Interests or (ii) such other less favorable treatment as to which such Holder and the Claimant Trustee shall have agreed upon in writing.

  Notwithstanding anything to the contrary herein, after the Effective Date and subject to the other provisions of this Plan, the Debtor, the Reorganized Debtor, and the Claimant Trust, as applicable, will have and will retain any and all rights and defenses under bankruptcy or nonbankruptcy law that the Debtor had with respect to any Class B/C Limited Partnership Interest Claim, except with respect to any Class B/C Limited Partnership Interest Claim Allowed by Final Order of the Bankruptcy Court.

- *Impairment and Voting*: Class 10 is Impaired, and the Holders of Class 10 Claims are entitled to vote to accept or reject this Plan.

11. *Class 11 – Class A Limited Partnership Interests*

- *Classification*: Class 11 consists of the Class A Limited Partnership Interests.

- *Treatment*: On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 11 Claim, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim shall receive (i) its Pro Rata share of the Contingent Claimant Trust Interests or (ii) such other less favorable treatment as to which such Holder and the Claimant Trustee shall have agreed upon in writing.

  Notwithstanding anything to the contrary herein, after the Effective Date and subject to the other provisions of this Plan, the Debtor, the Reorganized Debtor, and the Claimant Trust, as applicable, will have and will retain any and all rights and defenses under bankruptcy or nonbankruptcy law that the Debtor had with respect to any Class A Limited Partnership Interest, except with respect to any Class A Limited Partnership Interest Allowed by Final Order of the Bankruptcy Court.

- *Impairment and Voting*: Class 11 is Impaired, and the Holders of Class 11 Claims are entitled to vote to accept or reject this Plan.

I. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan will affect the Debtor's rights in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

J. Subordinated Claims

The allowance, classification, and treatment of all Claims under the Plan shall take into account and conform to the contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Upon written notice and hearing, the Debtor the Reorganized Debtor, and the Claimant Trustee reserve the right to seek entry of an order by the Bankruptcy Court to re-classify or to subordinate any Claim in accordance with any contractual, legal, or equitable subordination relating thereto, and the treatment afforded any Claim under the Plan that becomes a subordinated Claim at any time shall be modified to reflect such subordination.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THIS PLAN

A. Summary

As discussed in the Disclosure Statement, the Plan will be implemented through (i) the Claimant Trust, (ii) the Litigation Sub-Trust, and (iii) the Reorganized Debtor.

On the Effective Date, all Class A Limited Partnership Interests, including the Class A Limited Partnership Interests held by Strand, as general partner, and Class B/C Limited Partnerships in the Debtor will be cancelled, and new Class A Limited Partnership Interests in the Reorganized Debtor will be issued to the Claimant Trust and New GP LLC – a newly-chartered limited liability company wholly-owned by the Claimant Trust. The Claimant Trust, as limited

partner, will ratify New GP LLC's appointment as general partner of the Reorganized Debtor, and on and following the Effective Date, the Claimant Trust will be the Reorganized Debtor's limited partner and New GP LLC will be its general partner. The Claimant Trust, as limited partner, and New GP LLC, as general partner, will execute the Reorganized Limited Partnership Agreement, which will amend and restate, in all respects, the Debtor's current Limited Partnership Agreement. Following the Effective Date, the Reorganized Debtor will be managed consistent with the terms of the Reorganized Limited Partnership Agreement by New GP LLC. The sole managing member of New GP LLC will be the Claimant Trust, and the Claimant Trustee will be the sole officer of New GP LLC on the Effective Date.

Following the Effective Date, the Claimant Trust will administer the Claimant Trust Assets pursuant to this Plan and the Claimant Trust Agreement, and the Litigation Trustee will pursue, if applicable, the Estate Claims pursuant to the terms of the Litigation Sub-Trust Agreement and the Plan. The Reorganized Debtor will administer the Reorganized Debtor Assets and, if needed, with the utilization of a Sub-Servicer, which administration will include, among other things, managing the wind down of the Managed Funds.

Although the Reorganized Debtor will manage the wind down of the Managed Funds, it is currently anticipated that neither the Reorganized Debtor nor the Claimant Trust will assume or assume and assign the contracts between the Debtor and certain Related Entities pursuant to which the Debtor provides shared services and sub-advisory services to those Related Entities. The Debtor believes that the continued provision of the services under such contracts will not be cost effective.

The Reorganized Debtor will distribute all proceeds from the wind down to the Claimant Trust, as its limited partner, and New GP LLC, as its general partner, in each case in accordance with the Reorganized Limited Partnership Agreement. Such proceeds, along with the proceeds of the Claimant Trust Assets, will ultimately be distributed to the Claimant Trust Beneficiaries as set forth in this Plan and the Claimant Trust Agreement.

B. The Claimant Trust[2]

1. *Creation and Governance of the Claimant Trust and Litigation Sub-Trust.*

On or prior to the Effective Date, the Debtor and the Claimant Trustee shall execute the Claimant Trust Agreement and shall take all steps necessary to establish the Claimant Trust and the Litigation Sub-Trust in accordance with the Plan in each case for the benefit of the Claimant Trust Beneficiaries. Additionally, on or prior to the Effective Date, the Debtor shall irrevocably transfer and shall be deemed to have irrevocably transferred to the Claimant Trust all of its rights, title, and interest in and to all of the Claimant Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, the Claimant Trust Assets shall automatically vest in the Claimant Trust free and clear of all Claims, Liens, encumbrances, or interests subject only to the Claimant Trust Interests and the Claimant Trust Expenses, as provided for in the Claimant Trust Agreement, and

[2] In the event of a conflict between the terms of this summary and the terms of the Claimant Trust Agreement and the Litigation Sub-Trust Agreement, the terms of the Claimant Trust Agreement or the Litigation Sub-Trust Agreement, as applicable, shall control.

such transfer shall be exempt from any stamp, real estate transfer, mortgage from any stamp, transfer, reporting, sales, use, or other similar tax.

The Claimant Trustee shall be the exclusive trustee of the Claimant Trust Assets, excluding the Estate Claims and the Litigation Trustee shall be the exclusive trustee with respect to the Estate Claims in each case for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code with respect to the Claimant Trust Assets. The Claimant Trustee shall also be responsible for resolving all Claims and Equity Interests in Class 8 through Class 11, under the supervision of the Claimant Trust Oversight Committee.

On the Effective Date, the Claimant Trustee and Litigation Trustee shall execute the Litigation Sub-Trust Agreement and shall take all steps necessary to establish the Litigation Sub-Trust. Upon the creation of the Litigation Sub-Trust, the Claimant Trust shall irrevocably transfer and assign to the Litigation Sub-Trust the Estate Claims. The Claimant Trust shall be governed by the Claimant Trust Agreement and administered by the Claimant Trustee. The powers, rights, and responsibilities of the Claimant Trustee shall be specified in the Claimant Trust Agreement and shall include the authority and responsibility to, among other things, take the actions set forth in this ARTICLE IV, subject to any required reporting to the Claimant Trust Oversight Committee as may be set forth in the Claimant Trust Agreement. The Claimant Trust shall hold and distribute the Claimant Trust Assets (including the proceeds from the Estate Claims, if any) in accordance with the provisions of the Plan and the Claimant Trust Agreement; *provided* that the Claimant Trust Oversight Committee may direct the Claimant Trust to reserve Cash from distributions as necessary to fund the Claimant Trust and Litigation Sub-Trust. Other rights and duties of the Claimant Trustee and the Claimant Trust Beneficiaries shall be as set forth in the Claimant Trust Agreement. After the Effective Date, neither the Debtor nor the Reorganized Debtor shall have any interest in the Claimant Trust Assets.

The Litigation Sub-Trust shall be governed by the Litigation Sub-Trust Agreement and administered by the Litigation Trustee. The powers, rights, and responsibilities of the Litigation Trustee shall be specified in the Litigation Sub-Trust Agreement and shall include the authority and responsibility to, among other things, take the actions set forth in this ARTICLE IV, subject to any required reporting as may be set forth in the Litigation Sub-Trust Agreement. The Litigation Sub-Trust shall investigate, prosecute, settle, or otherwise resolve the Estate Claims in accordance with the provisions of the Plan and the Litigation Sub-Trust Agreement and shall distribute the proceeds therefrom to the Claimant Trust for distribution. Other rights and duties of the Litigation Trustee shall be as set forth in the Litigation Sub-Trust Agreement.

2. *Claimant Trust Oversight Committee*

The Claimant Trust, the Claimant Trustee, the management and monetization of the Claimant Trust Assets, and the management of the Reorganized Debtor (through the Claimant Trust's role as managing member of New GP LLC) and the Litigation Sub-Trust will be overseen by the Claimant Trust Oversight Committee, subject to the terms of the Claimant Trust Agreement and the Litigation Sub-Trust Agreement, as applicable.

The Claimant Trust Oversight Committee will initially consist of five members. Four of the five members will be representatives of the members of the Committee: (i) the Redeemer Committee of Highland Crusader Fund, (ii) UBS, (iii) Acis, and (iv) Meta-e Discovery. The fifth member will be an independent, natural Person chosen by the Committee and reasonably acceptable to the Debtor. The members of the Claimant Trust Oversight Committee may be replaced as set forth in the Claimant Trust Agreement. The identity of the members of the Claimant Trust Oversight Committee will be disclosed in the Plan Supplement.

As set forth in the Claimant Trust Agreement, in no event will any member of the Claimant Trust Oversight Committee with a Claim against the Estate be entitled to vote, opine, or otherwise be involved in any matters related to such member's Claim.

The independent member(s) of the Claimant Trust Oversight Committee may be entitled to compensation for their services as set forth in the Claimant Trust Agreement. Any member of the Claimant Trust Oversight Committee may be removed, and successor chosen, in the manner set forth in the Claimant Trust Agreement.

3. *Purpose of the Claimant Trust.*

The Claimant Trust shall be established for the purpose of (i) managing and monetizing the Claimant Trust Assets, subject to the terms of the Claimant Trust Agreement and the oversight of the Claimant Trust Oversight Committee, (ii) serving as the limited partner of, and holding the limited partnership interests in, the Reorganized Debtor, (iii) serving as the sole member and manager of New GP LLC, the Reorganized Debtor's general partner, (iv) in its capacity as the sole member and manager of New GP LLC, overseeing the management and monetization of the Reorganized Debtor Assets pursuant to the terms of the Reorganized Limited Partnership Agreement; and (v) administering the Disputed Claims Reserve and serving as Distribution Agent with respect to Disputed Claims in Class 7 or Class 8.

In its management of the Claimant Trust Assets, the Claimant Trust will also reconcile and object to the General Unsecured Claims, Subordinated Claims, Class B/C Limited Partnership Interests, and Class A Limited Partnership Interests, as provided for in this Plan and the Claimant Trust Agreement, and make Trust Distributions to the Claimant Trust Beneficiaries in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

The purpose of the Reorganized Debtor is discussed at greater length in ARTICLE IV.C.

4. *Purpose of the Litigation Sub-Trust.*

The Litigation Sub-Trust shall be established for the purpose of investigating, prosecuting, settling, or otherwise resolving the Estate Claims. Any proceeds therefrom shall be distributed by the Litigation Sub-Trust to the Claimant Trust for distribution to the Claimant Trust Beneficiaries pursuant to the terms of the Claimant Trust Agreement.

5. *Claimant Trust Agreement and Litigation Sub-Trust Agreement.*

The Claimant Trust Agreement generally will provide for, among other things:

(i) the payment of the Claimant Trust Expenses;

(ii) the payment of other reasonable expenses of the Claimant Trust;

(iii) the retention of employees, counsel, accountants, financial advisors, or other professionals and the payment of their reasonable compensation;

(iv) the investment of Cash by the Claimant Trustee within certain limitations, including those specified in the Plan;

(v) the orderly monetization of the Claimant Trust Assets;

(vi) litigation of any Causes of Action, which may include the prosecution, settlement, abandonment, or dismissal of any such Causes of Action, subject to reporting and oversight by the Claimant Trust Oversight Committee;

(vii) the resolution of Claims and Equity Interests in Class 8 through Class 11, subject to reporting and oversight by the Claimant Trust Oversight Committee;

(viii) the administration of the Disputed Claims Reserve and distributions to be made therefrom; and

(ix) the management of the Reorganized Debtor, including the utilization of a Sub-Servicer, with the Claimant Trust serving as the managing member of New GP LLC.

Except as otherwise ordered by the Bankruptcy Court, the Claimant Trust Expenses shall be paid from the Claimant Trust Assets in accordance with the Plan and Claimant Trust Agreement. The Claimant Trustee may establish a reserve for the payment of Claimant Trust Expense (including, without limitation, any reserve for potential indemnification claims as authorized and provided under the Claimant Trust Agreement), and shall periodically replenish such reserve, as necessary.

In furtherance of, and consistent with the purpose of, the Claimant Trust and the Plan, the Trustees, for the benefit of the Claimant Trust, shall, subject to reporting and oversight by the Claimant Trust Oversight Committee as set forth in the Claimant Trust Agreement: (i) hold the Claimant Trust Assets for the benefit of the Claimant Trust Beneficiaries, (ii) make Distributions to the Claimant Trust Beneficiaries as provided herein and in the Claimant Trust Agreement, and (iii) have the sole power and authority to prosecute and resolve any Causes of Action and objections to Claims and Equity Interests (other than those assigned to the Litigation Sub-Trust), without approval of the Bankruptcy Court. Except as otherwise provided in the Claimant Trust Agreement, the Claimant Trustee shall be responsible for all decisions and duties with respect to the Claimant Trust and the Claimant Trust Assets; *provided, however,* that the prosecution and resolution of any Estate Claims included in the Claimant Trust Assets shall be the responsibility of the Litigation Trustee. The Litigation Sub-Trust Agreement generally will provide for, among other things:

(i) the payment of other reasonable expenses of the Litigation Sub-Trust;

(ii) the retention of employees, counsel, accountants, financial advisors, or other professionals and the payment of their reasonable compensation; and

(iii) the investigation and prosecution of Estate Claims, which may include the prosecution, settlement, abandonment, or dismissal of any such Estate Claims, subject to reporting and oversight as set forth in the Litigation Sub-Trust Agreement.

The Trustees, on behalf of the Claimant Trust and Litigation Sub-Trust, as applicable, may each employ, without further order of the Bankruptcy Court, employees and other professionals (including those previously retained by the Debtor and the Committee) to assist in carrying out the Trustees' duties hereunder and may compensate and reimburse the reasonable expenses of these professionals without further Order of the Bankruptcy Court from the Claimant Trust Assets in accordance with the Plan and the Claimant Trust Agreement.

The Claimant Trust Agreement and Litigation Sub-Trust Agreement may include reasonable and customary provisions that allow for indemnification by the Claimant Trust in favor of the Claimant Trustee, Litigation Trustee, and the Claimant Trust Oversight Committee. Any such indemnification shall be the sole responsibility of the Claimant Trust and payable solely from the Claimant Trust Assets.

6. *Compensation and Duties of Trustees.*

The salient terms of each Trustee's employment, including such Trustee's duties and compensation shall be set forth in the Claimant Trust Agreement and the Litigation Sub-Trust Agreement, as appropriate. The Trustees shall each be entitled to reasonable compensation in an amount consistent with that of similar functionaries in similar types of bankruptcy cases.

7. *Cooperation of Debtor and Reorganized Debtor.*

To effectively investigate, prosecute, compromise and/or settle the Claims and/or Causes of Action that constitute Claimant Trust Assets (including Estate Claims), the Claimant Trustee, Litigation Trustee, and each of their professionals may require reasonable access to the Debtor's and Reorganized Debtor's documents, information, and work product relating to the Claimant Trust Assets. Accordingly, the Debtor and the Reorganized Debtor, as applicable, shall reasonably cooperate with the Claimant Trustee and Litigation Trustee, as applicable, in their prosecution of Causes of Action and in providing the Claimant Trustee and Litigation Trustee with copies of documents and information in the Debtor's possession, custody, or control on the Effective Date that either Trustee indicates relates to the Estate Claims or other Causes of Action.

The Debtor and Reorganized Debtor shall preserve all records, documents or work product (including all electronic records, documents, or work product) related to the Claims and Causes of Action, including Estate Claims, until the earlier of (a) the dissolution of the Reorganized Debtor or (b) termination of the Claimant Trust and Litigation Sub-Trust.

8. *United States Federal Income Tax Treatment of the Claimant Trust.*

Unless the IRS requires otherwise, for all United States federal income tax purposes, the parties shall treat the transfer of the Claimant Trust Assets to the Claimant Trust as: (a) a transfer

of the Claimant Trust Assets (other than the amounts set aside in the Disputed Claims Reserve, if the Claimant Trustee makes the election described in Section 7 below) directly to the applicable Claimant Trust Beneficiaries followed by (b) the transfer by the such Claimant Trust Beneficiaries to the Claimant Trust of such Claimant Trust Assets in exchange for the Claimant Trust Interests. Accordingly, the applicable Claimant Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the Claimant Trust Assets. The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

9. *Tax Reporting.*

(a) The Claimant Trustee shall file tax returns for the Claimant Trust treating the Claimant Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a). The Claimant Trustee may file an election pursuant to Treasury Regulation 1.468B-9(c) to treat the Disputed Claims Reserve as a disputed ownership fund, in which case the Claimant Trustee will file federal income tax returns and pay taxes for the Disputed Claims Reserve as a separate taxable entity.

(b) The Claimant Trustee shall be responsible for payment, out of the Claimant Trust Assets, of any taxes imposed on the Claimant Trust or its assets.

(c) The Claimant Trustee shall determine the fair market value of the Claimant Trust Assets as of the Effective Date and notify the applicable Claimant Trust Beneficiaries of such valuation, and such valuation shall be used consistently for all federal income tax purposes.

(d) The Claimant Trustee shall distribute such tax information to the applicable Claimant Trust Beneficiaries as the Claimant Trustee determines is required by applicable law.

10. *Claimant Trust Assets.*

The Claimant Trustee shall have the exclusive right, on behalf of the Claimant Trust, to institute, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw any and all Causes of Action included in the Claimant Trust Assets (except for the Estate Claims) without any further order of the Bankruptcy Court, and the Claimant Trustee shall have the exclusive right, on behalf of the Claimant Trust, to sell, liquidate, or otherwise monetize all Claimant Trust Assets, except as otherwise provided in this Plan or in the Claimant Trust Agreement, without any further order of the Bankruptcy Court. Notwithstanding anything herein to the contrary, the Litigation Trustee shall have the exclusive right to institute, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw any and all Estate Claims included in the Claimant Trust Assets without any further order of the Bankruptcy Court.

From and after the Effective Date, the Trustees, in accordance with section 1123(b)(3) and (4) of the Bankruptcy Code, and on behalf of the Claimant Trust, shall each serve as a representative of the Estate with respect to any and all Claimant Trust Assets, including the Causes of Action and Estate Claims, as appropriate, and shall retain and possess the right to (a) commence, pursue, settle, compromise, or abandon, as appropriate, any and all Causes of Action in any court or other tribunal and (b) sell, liquidate, or otherwise monetize all Claimant Trust Assets.

11. *Claimant Trust Expenses.*

From and after the Effective Date, the Claimant Trust shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the reasonable professional fees and expenses incurred by the Claimant Trust, the Litigation Sub-Trust, and any professionals retained by such parties and entities from the Claimant Trust Assets, except as otherwise provided in the Claimant Trust Agreement.

12. *Trust Distributions to Claimant Trust Beneficiaries.*

The Claimant Trustee, in its discretion, may make Trust Distributions to the Claimant Trust Beneficiaries at any time and/or use the Claimant Trust Assets or proceeds thereof, *provided* that such Trust Distributions or use is otherwise permitted under the terms of the Plan, the Claimant Trust Agreement, and applicable law.

13. *Cash Investments.*

With the consent of the Claimant Trust Oversight Committee, the Claimant Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in a manner consistent with the terms of the Claimant Trust Agreement; *provided, however,* that such investments are investments permitted to be made by a "liquidating trust" within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings or other controlling authorities.

14. *Dissolution of the Claimant Trust and Litigation Sub-Trust.*

The Trustees and the Claimant Trust and Litigation Sub-Trust shall be discharged or dissolved, as the case may be, at such time as: (a) the Litigation Trustee determines that the pursuit of Estate Claims is not likely to yield sufficient additional proceeds to justify further pursuit of such Estate Claims, (b) the Claimant Trustee determines that the pursuit of Causes of Action (other than Estate Claims) is not likely to yield sufficient additional proceeds to justify further pursuit of such Causes of Action, (c) the Clamant Trustee determines that the pursuit of sales of other Claimant Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit of such sales of Claimant Trust Assets, (d) all objections to Disputed Claims and Equity Interests are fully resolved, (e) the Reorganized Debtor is dissolved, and (f) all Distributions required to be made by the Claimant Trustee to the Claimant Trust Beneficiaries under the Plan have been made, but in no event shall the Claimant Trust be dissolved later than three years from the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such third anniversary (and, in the event of further extension, by order of the Bankruptcy Court, upon motion made at least six months before the end of the preceding extension), determines that a fixed period extension (not to exceed two years, together with any prior extensions, without a favorable letter ruling from the Internal Revenue Service or an opinion of counsel that any further extension would not adversely affect the status of the Claimant Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Claimant Trust Assets; *provided, however,* that each extension must be approved, upon a finding that the extension is necessary to facilitate or complete the recovery on, and liquidation of the Claimant Trust Assets, by the Bankruptcy Court within 6 months of the beginning of the extended term and

no extension, together with any prior extensions, shall exceed three years without a favorable letter ruling from the Internal Revenue Service or an opinion of counsel that any further extension would not adversely affect the status of the Claimant Trust as a liquidating trust for federal income tax purposes.

Upon dissolution of the Claimant Trust, and pursuant to the Claimant Trust Agreement, any remaining Claimant Trust Assets that exceed the amounts required to be paid under the Plan will be transferred (in the sole discretion of the Claimant Trustee) in Cash or in-kind to the Holders of the Claimant Trust Interests as provided in the Claimant Trust Agreement.

C. The Reorganized Debtor

1. *Corporate Existence*

The Debtor will continue to exist after the Effective Date, with all of the powers of partnerships pursuant to the law of the State of Delaware and as set forth in the Reorganized Limited Partnership Agreement.

2. *Cancellation of Equity Interests and Release*

On the Effective Date, (i) all prepetition Equity Interests, including the Class A Limited Partnership Interests and the Class B/C Limited Partnership Interests, in the Debtor shall be canceled, and (ii) all obligations or debts owed by, or Claims against, the Debtor on account of, or based upon, the Interests shall be deemed as cancelled, released, and discharged, including all obligations or duties by the Debtor relating to the Equity Interests in any of the Debtor's formation documents, including the Limited Partnership Agreement.

3. *Issuance of New Partnership Interests*

On the Effective Date, the Debtor or the Reorganized Debtor, as applicable, will issue new Class A Limited Partnership Interests to (i) the Claimant Trust, as limited partner, and (ii) New GP LLC, as general partner, and will admit (a) the Claimant Trust as the limited partner of the Reorganized Debtor, and (b) New GP LLC as the general partner of the Reorganized Debtor. The Claimant Trust, as limited partner, will ratify New GP LLC's appointment as general partner of the Reorganized Debtor. Also, on the Effective Date, the Claimant Trust, as limited partner, and New GP LLC, as general partner, will execute the Reorganized Limited Partnership Agreement and receive partnership interests in the Reorganized Debtor consistent with the terms of the Reorganized Limited Partnership Agreement.

The Reorganized Limited Partnership Agreement does not provide for, and specifically disclaims, the indemnification obligations under the Limited Partnership Agreement, including any such indemnification obligations that accrued or arose or could have been brought prior to the Effective Date. Any indemnification Claims under the Limited Partnership Agreement that accrued, arose, or could have been filed prior to the Effective Date will be resolved through the Claims resolution process provided that a Claim is properly filed in accordance with the Bankruptcy Code, the Plan, or the Bar Date Order. Each of the Debtor, the Reorganized Debtor, the Claimant Trust, and the Litigation Sub-Trust reserve all rights with respect to any such indemnification Claims.

4. *Management of the Reorganized Debtor*

Subject to and consistent with the terms of the Reorganized Limited Partnership Agreement, the Reorganized Debtor shall be managed by its general partner, New GP LLC. The initial officers and employees of the Reorganized Debtor shall be selected by the Claimant Trustee. The Reorganized Debtor may, in its discretion, also utilize a Sub-Servicer in addition to or in lieu of the retention of officers and employees.

As set forth in the Reorganized Limited Partnership Agreement, New GP LLC will receive a fee for managing the Reorganized Debtor. Although New GP LLC will be a limited liability company, it will elect to be treated as a C-Corporation for tax purposes. Therefore, New GP LLC (and any taxable income attributable to it) will be subject to corporate income taxation on a standalone basis, which may reduce the return to Claimants.

5. *Vesting of Assets in the Reorganized Debtor*

Except as otherwise provided in this Plan or the Confirmation Order, on or after the Effective Date, all Reorganized Debtor Assets will vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges or other encumbrances pursuant to section 1141(c) of the Bankruptcy Code except with respect to such Liens, Claims, charges and other encumbrances that are specifically preserved under this Plan upon the Effective Date.

The Reorganized Debtor shall be the exclusive trustee of the Reorganized Debtor Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code with respect to the Reorganized Debtor Assets.

6. *Purpose of the Reorganized Debtor*

Except as may be otherwise provided in this Plan or the Confirmation Order, the Reorganized Debtor will continue to manage the Reorganized Debtor Assets (which shall include, for the avoidance of doubt, serving as the investment manager of the Managed Funds) and may use, acquire or dispose of the Reorganized Debtor Assets and compromise or settle any Claims with respect to the Reorganized Debtor Assets without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. The Reorganized Debtor shall oversee the resolution of Claims in Class 1 through Class 7.

Without limiting the foregoing, the Reorganized Debtor will pay the charges that it incurs after the Effective Date for Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Professional fee applications) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court.

7. *Distribution of Proceeds from the Reorganized Debtor Assets; Transfer of Reorganized Debtor Assets*

Any proceeds received by the Reorganized Debtor will be distributed to the Claimant Trust, as limited partner, and New GP LLC, as general partner, in the manner set forth in the Reorganized Limited Partnership Agreement. As set forth in the Reorganized Limited Partnership Agreement,

the Reorganized Debtor may, from time to time distribute Reorganized Debtor Assets to the Claimant Trust either in Cash or in-kind, including to institute the wind-down and dissolution of the Reorganized Debtor. Any assets distributed to the Claimant Trust will be (i) deemed transferred in all respects as forth in ARTICLE IV.B.1, (ii) deemed Claimant Trust Assets, and (iii) administered as Claimant Trust Assets.

D. Company Action

Each of the Debtor, the Reorganized Debtor, and the Trustees, as applicable, may take any and all actions to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of this Plan, the Claimant Trust Agreement, the Reorganized Limited Partnership Agreement, or the New GP LLC Documents, as applicable, in the name of and on behalf of the Debtor, the Reorganized Debtor, or the Trustees, as applicable, and in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers, or directors of the Debtor or the Reorganized Debtor, as applicable, or by any other Person.

Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to this Plan that would otherwise require approval of the stockholders, partners, directors, managers, or members of the Debtor, any Related Entity, or any Affiliate thereof (as of prior to the Effective Date) will be deemed to have been so approved and will be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the stockholders, partners, directors, managers or members of such Persons, or the need for any approvals, authorizations, actions or consents of any Person.

All matters provided for in this Plan involving the legal or corporate structure of the Debtor, the Reorganized Debtor, or the Claimant Trust, as applicable, and any legal or corporate action required by the Debtor, the Reorganized Debtor, or the Claimant Trust, as applicable, in connection with this Plan, will be deemed to have occurred and will be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, partners, directors, managers, or members of the Debtor, the Reorganized Debtor, or the Claimant Trust, as applicable, or by any other Person. On the Effective Date, the appropriate officers of the Debtor and the Reorganized Debtor, as applicable, as well as the Trustees, are authorized to issue, execute, deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtor and the Reorganized Debtor, as well as the Trustees, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person. The appropriate officer of the Debtor, the Reorganized Debtor, as well as the Trustees, will be authorized to certify or attest to any of the foregoing actions.

E. Release of Liens, Claims and Equity Interests

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, from and after the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all Liens, Claims, Equity Interests, mortgages, deeds of trust, or other security interests against the property of the Estate will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. Any Entity holding such Liens or Equity Interests extinguished pursuant to the prior sentence will, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable. For the avoidance of doubt, this section is in addition to, and shall not be read to limit in any respects, ARTICLE IV.C.2.

F. Cancellation of Notes, Certificates and Instruments

Except for the purpose of evidencing a right to a distribution under this Plan and except as otherwise set forth in this Plan, on the Effective Date, all agreements, instruments, Securities and other documents evidencing any prepetition Claim or Equity Interest and any rights of any Holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect. The holders of or parties to such cancelled instruments, Securities, and other documentation will have no rights arising from or related to such instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to this Plan, and the obligations of the Debtor thereunder or in any way related thereto will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person. For the avoidance of doubt, this section is in addition to, and shall not be read to limit in any respects, ARTICLE IV.C.2.

G. Cancellation of Existing Instruments Governing Security Interests

Upon payment or other satisfaction of an Allowed Class 1 or Allowed Class 2 Claim, or promptly thereafter, the Holder of such Allowed Class 1 or Allowed Class 2 Claim shall deliver to the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, any collateral or other property of the Debtor held by such Holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Allowed Class 1 or Allowed Class 2 Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or *lis pendens*, or similar interests or documents.

H. Control Provisions

To the extent that there is any inconsistency between this Plan as it relates to the Claimant Trust, the Claimant Trust Agreement, the Reorganized Debtor, or the Reorganized Limited Partnership Agreement, this Plan shall control.

I. Treatment of Vacant Classes

Any Claim or Equity Interest in a Class considered vacant under ARTICLE III.C of this Plan shall receive no Plan Distributions.

J. Plan Documents

The documents, if any, to be Filed as part of the Plan Documents, including any documents filed with the Plan Supplement, and any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in ARTICLE I hereof) and fully enforceable as if stated in full herein.

The Debtor and the Committee are currently working to finalize the forms of certain of the Plan Documents to be filed with the Plan Supplement. To the extent that the Debtor and the Committee cannot agree as to the form and content of such Plan Documents, they intend to submit the issue to non-binding mediation pursuant to the *Order Directing Mediation* entered on August 3, 2020 [D.I. 912].

K. Highland Capital Management, L.P. Retirement Plan and Trust

The Highland Capital Management, L.P. Retirement Plan And Trust ("Pension Plan") is a single-employer defined benefit pension plan covered by Title IV of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). 29 U.S.C. §§ 1301-1461. The Debtor is the contributing sponsor and, as such, the PBGC asserts that the Debtor is liable along with any members of the contributing sponsor's controlled-group within the meaning of 29 U.S.C. §§ 1301(a)(13), (14) with respect to the Pension Plan.

Upon the Effective Date, the Reorganized Debtor shall be deemed to have assumed the Pension Plan and shall comply with all applicable statutory provisions of ERISA and the Internal Revenue Code (the "IRC"), including, but not limited to, satisfying the minimum funding standards pursuant to 26 U.S.C. §§ 412, 430, and 29 U.S.C. §§ 1082, 1083; paying the PBGC premiums in accordance with 29 U.S.C. §§ 1306 and 1307; and administering the Pension Plan in accordance with its terms and the provisions of ERISA and the IRC. In the event that the Pension Plan terminates after the Plan of Reorganization Effective Date, the PBGC asserts that the Reorganized Debtor and each of its controlled group members will be responsible for the liabilities imposed by Title IV of ERISA.

Notwithstanding any provision of the Plan, the Confirmation Order, or the Bankruptcy Code (including section 1141 thereof) to the contrary, neither the Plan, the Confirmation Order, or the Bankruptcy Code shall be construed as discharging, releasing, exculpating or relieving the Debtor, the Reorganized Debtor, or any person or entity in any capacity, from any liability or responsibility, if any, with respect to the Pension Plan under any law, governmental policy, or regulatory provision. PBGC and the Pension Plan shall not be enjoined or precluded from enforcing such liability or responsibility against any person or entity as a result of any of the provisions of the Plan, the Confirmation Order, or the Bankruptcy Code. The Debtor reserves the right to contest any such liability or responsibility.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption, Assignment, or Rejection of Executory Contracts and Unexpired Leases

Unless an Executory Contract or Unexpired Lease: (i) was previously assumed or rejected by the Debtor pursuant to this Plan on or prior to the Confirmation Date; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtor on or before the Confirmation Date; (iv) contains a change of control or similar provision that would be triggered by the Chapter 11 Case (unless such provision has been irrevocably waived); or (v) is specifically designated as a contract or lease to be assumed in the Plan or the Plan Supplement, on the Confirmation Date, each Executory Contract and Unexpired Lease shall be deemed rejected pursuant to section 365 of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, unless such Executory Contract or Unexpired Lease is listed in the Plan Supplement.

At any time on or prior to the Confirmation Date, the Debtor may (i) amend the Plan Supplement in order to add or remove a contract or lease from the list of contracts to be assumed or (ii) assign (subject to applicable law) any Executory Contract or Unexpired Lease, as determined by the Debtor in consultation with the Committee, or the Reorganized Debtor, as applicable.

The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions, rejections, and assumptions and assignments. Except as otherwise provided herein or agreed to by the Debtor and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtor during the Chapter 11 Case shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith. To the extent applicable, no change of control (or similar provision) will be deemed to occur under any such Executory Contract or Unexpired Lease.

If certain, but not all, of a contract counterparty's Executory Contracts and/or Unexpired Leases are rejected pursuant to the Plan, the Confirmation Order shall be a determination that such counterparty's Executory Contracts and/or Unexpired Leases that are being assumed pursuant to the Plan are severable agreements that are not integrated with those Executory Contracts and/or Unexpired Leases that are being rejected pursuant to the Plan. Parties seeking to contest this finding with respect to their Executory Contracts and/or Unexpired Leases must file a timely objection to the Plan on the grounds that their agreements are integrated and not severable, and any such dispute shall be resolved by the Bankruptcy Court at the Confirmation Hearing (to the extent not resolved by the parties prior to the Confirmation Hearing).

Notwithstanding anything herein to the contrary, the Debtor shall assume or reject that certain real property lease with Crescent TC Investors L.P. ("Landlord") for the Debtor's headquarters located at 200/300 Crescent Ct., Suite #700, Dallas, Texas 75201 (the "Lease") in accordance with the notice to Landlord, procedures and timing required by 11 U.S.C. §365(d)(4),

as modified by that certain *Agreed Order Granting Motion to Extend Time to Assume or Reject Unexpired Nonresidential Real Property Lease* [Docket No. 1122].

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Any Executory Contract or Unexpired Lease not assumed or rejected on or before the Confirmation Date shall be deemed rejected, pursuant to the Confirmation Order. Any Person asserting a Rejection Claim shall File a proof of claim within thirty days of the Confirmation Date. Any Rejection Claims that are not timely Filed pursuant to this Plan shall be forever disallowed and barred. If one or more Rejection Claims are timely Filed, the Claimant Trustee may File an objection to any Rejection Claim.

Rejection Claims shall be classified as General Unsecured Claims and shall be treated in accordance with ARTICLE III of this Plan.

C. Cure of Defaults for Assumed or Assigned Executory Contracts and Unexpired Leases

Any monetary amounts by which any Executory Contract or Unexpired Lease to be assumed or assigned hereunder is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtor upon assumption or assignment thereof, by payment of the default amount in Cash as and when due in the ordinary course or on such other terms as the parties to such Executory Contracts may otherwise agree. The Debtor may serve a notice on the Committee and parties to Executory Contracts or Unexpired Leases to be assumed or assigned reflecting the Debtor's or Reorganized Debtor's intention to assume or assign the Executory Contract or Unexpired Lease in connection with this Plan and setting forth the proposed cure amount (if any).

If a dispute regarding (1) the amount of any payments to cure a default, (2) the ability of the Debtor, the Reorganized Debtor, or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed or assigned or (3) any other matter pertaining to assumption or assignment, the cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order or orders resolving the dispute and approving the assumption or assignment.

Assumption or assignment of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable cure amounts pursuant to this ARTICLE V.C shall result in the full release and satisfaction of any cure amounts, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed or assigned Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assignment. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed or assigned in the Chapter 11 Case, including pursuant to the Confirmation Order, and for which any cure amounts have been fully paid pursuant to this ARTICLE V.C, shall be deemed disallowed and expunged as of the Confirmation Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Dates of Distributions

Except as otherwise provided in this Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim or Equity Interest on the Effective Date, on the date that such Claim or Equity Interest becomes an Allowed Claim or Equity Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Equity Interest against the Debtor shall receive the full amount of the distributions that this Plan provides for Allowed Claims or Allowed Equity Interests in the applicable Class and in the manner provided herein. If any payment or act under this Plan is required to be made or performed on a date that is not on a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent there are Disputed Claims or Equity Interests, distributions on account of any such Disputed Claims or Equity Interests shall be made pursuant to the provisions provided in this Plan. Except as otherwise provided in this Plan, Holders of Claims and Equity Interests shall not be entitled to interest, dividends or accruals on the distributions provided for therein, regardless of whether distributions are delivered on or at any time after the Effective Date.

Upon the Effective Date, all Claims and Equity Interests against the Debtor shall be deemed fixed and adjusted pursuant to this Plan and none of the Debtor, the Reorganized Debtor, or the Claimant Trust will have liability on account of any Claims or Equity Interests except as set forth in this Plan and in the Confirmation Order. All payments and all distributions made by the Distribution Agent under this Plan shall be in full and final satisfaction, settlement and release of all Claims and Equity Interests against the Debtor and the Reorganized Debtor.

At the close of business on the Distribution Record Date, the transfer ledgers for the Claims against the Debtor and the Equity Interests in the Debtor shall be closed, and there shall be no further changes in the record holders of such Claims and Equity Interests. The Debtor, the Reorganized Debtor, the Trustees, and the Distribution Agent, and each of their respective agents, successors, and assigns shall have no obligation to recognize the transfer of any Claims against the Debtor or Equity Interests in the Debtor occurring after the Distribution Record Date and shall be entitled instead to recognize and deal for all purposes hereunder with only those record holders stated on the transfer ledgers as of the close of business on the Distribution Record Date irrespective of the number of distributions to be made under this Plan to such Persons or the date of such distributions.

B. Distribution Agent

Except as provided herein, all distributions under this Plan shall be made by the Claimant Trustee, as Distribution Agent, or by such other Entity designated by the Claimant Trustee, as a Distribution Agent on the Effective Date or thereafter. The Reorganized Debtor will be the Distribution Agent with respect to Claims in Class 1 through Class 7.

The Claimant Trustee, or such other Entity designated by the Claimant Trustee to be the Distribution Agent, shall not be required to give any bond or surety or other security for the performance of such Distribution Agent's duties unless otherwise ordered by the Bankruptcy Court.

The Distribution Agent shall be empowered to (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof.

The Distribution Agent shall not have any obligation to make a particular distribution to a specific Holder of an Allowed Claim if such Holder is also the Holder of a Disputed Claim.

C. Cash Distributions

Distributions of Cash may be made by wire transfer from a domestic bank, except that Cash payments made to foreign creditors may be made in such funds and by such means as the Distribution Agent determines are necessary or customary in a particular foreign jurisdiction.

D. Disputed Claims Reserve

On or prior to the Initial Distribution Date, the Claimant Trustee shall establish, fund and maintain the Disputed Claims Reserve(s) in the appropriate Disputed Claims Reserve Amounts on account of any Disputed Claims.

E. Distributions from the Disputed Claims Reserve

The Disputed Claims Reserve shall at all times hold Cash in an amount no less than the Disputed Claims Reserve Amount. To the extent a Disputed Claim becomes an Allowed Claim pursuant to the terms of this Plan, within 30 days of the date on which such Disputed Claim becomes an Allowed Claim pursuant to the terms of this Plan, the Claimant Trustee shall distribute from the Disputed Claims Reserve to the Holder thereof any prior distributions, in Cash, that would have been made to such Allowed Claim if it had been Allowed as of the Effective Date. For the avoidance of doubt, each Holder of a Disputed Claim that subsequently becomes an Allowed Claim will also receive its Pro Rata share of the Claimant Trust Interests. If, upon the resolution of all Disputed Claims any Cash remains in the Disputed Claims Reserve, such Cash shall be transferred to the Claimant Trust and be deemed a Claimant Trust Asset.

F. Rounding of Payments

Whenever this Plan would otherwise call for, with respect to a particular Person, payment of a fraction of a dollar, the actual payment or distribution shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars being rounded down. To the extent that Cash to be distributed under this Plan remains undistributed as a result of the aforementioned rounding, such Cash or stock shall be treated as "Unclaimed Property" under this Plan.

G. *De Minimis* Distribution

Except as to any Allowed Claim that is Unimpaired under this Plan, none of the Debtor, the Reorganized Debtor, or the Distribution Agent shall have any obligation to make any Plan Distributions with a value of less than $100, unless a written request therefor is received by the Distribution Agent from the relevant recipient at the addresses set forth in ARTICLE VI.J hereof within 120 days after the later of the (i) Effective Date and (ii) the date such Claim becomes an Allowed Claim. *De minimis* distributions for which no such request is timely received shall revert to the Claimant Trust. Upon such reversion, the relevant Allowed Claim (and any Claim on account of missed distributions) shall be automatically deemed satisfied, discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

H. Distributions on Account of Allowed Claims

Except as otherwise agreed by the Holder of a particular Claim or as provided in this Plan, all distributions shall be made pursuant to the terms of this Plan and the Confirmation Order. Except as otherwise provided in this Plan, distributions to any Holder of an Allowed Claim shall, to the extent applicable, be allocated first to the principal amount of any such Allowed Claim, as determined for U.S. federal income tax purposes and then, to the extent the consideration exceeds such amount, to the remainder of such Claim comprising accrued but unpaid interest, if any (but solely to the extent that interest is an allowable portion of such Allowed Claim).

I. General Distribution Procedures

The Distribution Agent shall make all distributions of Cash or other property required under this Plan, unless this Plan specifically provides otherwise. All Cash and other property held by the Debtor, the Reorganized Debtor, or the Claimant Trust, as applicable, for ultimate distribution under this Plan shall not be subject to any claim by any Person.

J. Address for Delivery of Distributions

Distributions to Holders of Allowed Claims, to the extent provided for under this Plan, shall be made (1) at the addresses set forth in any written notices of address change delivered to the Debtor and the Distribution Agent; (2) at the address set forth on any Proofs of Claim Filed by such Holders (to the extent such Proofs of Claim are Filed in the Chapter 11 Case), (2), or (3) at the addresses in the Debtor's books and records.

If there is any conflict or discrepancy between the addresses set forth in (1) through (3) in the foregoing sentence, then (i) the address in Section (2) shall control; (ii) if (2) does not apply, the address in (1) shall control, and (iii) if (1) does not apply, the address in (3) shall control.

K. Undeliverable Distributions and Unclaimed Property

If the distribution to the Holder of any Allowed Claim is returned to the Reorganized Debtor or the Claimant Trust as undeliverable, no further distribution shall be made to such Holder, and Distribution Agent shall not have any obligation to make any further distribution to the Holder, unless and until the Distribution Agent is notified in writing of such Holder's then current address.

Any Entity that fails to claim any Cash within six months from the date upon which a distribution is first made to such Entity shall forfeit all rights to any distribution under this Plan and such Cash shall thereafter be deemed an Claimant Trust Asset in all respects and for all purposes. Entities that fail to claim Cash shall forfeit their rights thereto and shall have no claim whatsoever against the Debtor's Estate, the Reorganized Debtor, the Claimant Trust, or against any Holder of an Allowed Claim to whom distributions are made by the Distribution Agent.

L. Withholding Taxes

In connection with this Plan, to the extent applicable, the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to this Plan shall be subject to such withholding and reporting requirements. The Distribution Agent shall be entitled to deduct any U.S. federal, state or local withholding taxes from any Cash payments made with respect to Allowed Claims, as appropriate. As a condition to receiving any distribution under this Plan, the Distribution Agent may require that the Holder of an Allowed Claim entitled to receive a distribution pursuant to this Plan provide such Holder's taxpayer identification number and such other information and certification as may be deemed necessary for the Distribution Agent to comply with applicable tax reporting and withholding laws. If a Holder fails to comply with such a request within one year, such distribution shall be deemed an unclaimed distribution. Any amounts withheld pursuant hereto shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan.

M. Setoffs

The Distribution Agent may, to the extent permitted under applicable law, set off against any Allowed Claim and any distributions to be made pursuant to this Plan on account of such Allowed Claim, the claims, rights and causes of action of any nature that the Debtor, the Reorganized Debtor, or the Distribution Agent may hold against the Holder of such Allowed Claim that are not otherwise waived, released or compromised in accordance with this Plan; *provided, however*, that neither such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor, the Reorganized Debtor, or the Claimant Trustee of any such claims, rights and causes of action that the Debtor, the Reorganized Debtor, or Claimant Trustee possesses against such Holder. Any Holder of an Allowed Claim subject to such setoff reserves the right to challenge any such setoff in the Bankruptcy Court or any other court with jurisdiction with respect to such challenge.

N. Surrender of Cancelled Instruments or Securities

As a condition precedent to receiving any distribution pursuant to this Plan on account of an Allowed Claim evidenced by negotiable instruments, securities, or notes canceled pursuant to ARTICLE IV of this Plan, the Holder of such Claim will tender the applicable negotiable instruments, securities, or notes evidencing such Claim (or a sworn affidavit identifying the negotiable instruments, securities, or notes formerly held by such Holder and certifying that they have been lost), to the Distribution Agent unless waived in writing by the Distribution Agent.

O. Lost, Stolen, Mutilated or Destroyed Securities

In addition to any requirements under any applicable agreement and applicable law, any Holder of a Claim or Equity Interest evidenced by a security or note that has been lost, stolen, mutilated, or destroyed will, in lieu of surrendering such security or note to the extent required by this Plan, deliver to the Distribution Agent: (i) evidence reasonably satisfactory to the Distribution Agent of such loss, theft, mutilation, or destruction; and (ii) such security or indemnity as may be required by the Distribution Agent to hold such party harmless from any damages, liabilities, or costs incurred in treating such individual as a Holder of an Allowed Claim or Equity Interest. Upon compliance with ARTICLE VI.O of this Plan as determined by the Distribution Agent, by a Holder of a Claim evidenced by a security or note, such Holder will, for all purposes under this Plan, be deemed to have surrendered such security or note to the Distribution Agent.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

A. Filing of Proofs of Claim

Unless such Claim appeared in the Schedules and is not listed as disputed, contingent, or unliquidated, or such Claim has otherwise been Allowed or paid, each Holder of a Claim was required to file a Proof of Claim on or prior to the Bar Date.

B. Disputed Claims

Following the Effective Date, each of the Reorganized Debtor or the Claimant Trustee, as applicable, may File with the Bankruptcy Court an objection to the allowance of any Disputed Claim or Disputed Equity Interest, request the Bankruptcy Court subordinate any Claims to Subordinated Claims, or any other appropriate motion or adversary proceeding with respect to the foregoing by the Claims Objection Deadline or, at the discretion of the Reorganized Debtor or Claimant Trustee, as applicable, compromised, settled, withdrew or resolved without further order of the Bankruptcy Court, and (ii) unless otherwise provided in the Confirmation Order, the Reorganized Debtor or the Claimant Trust, as applicable, are authorized to settle, or withdraw any objections to, any Disputed Claim or Disputed Equity Interests following the Effective Date without further notice to creditors (other than the Entity holding such Disputed Claim or Disputed Equity Interest) or authorization of the Bankruptcy Court, in which event such Claim or Equity Interest shall be deemed to be an Allowed Claim or Equity Interest in the amount compromised for purposes of this Plan.

C. Procedures Regarding Disputed Claims or Disputed Equity Interests

No payment or other distribution or treatment shall be made on account of a Disputed Claim or Disputed Equity Interest unless and until such Disputed Claim or Disputed Equity Interest becomes an Allowed Claim or Equity Interests and the amount of such Allowed Claim or Equity Interest, as applicable, is determined by order of the Bankruptcy Court or by stipulation between the Reorganized Debtor or Claimant Trust, as applicable, and the Holder of the Claim or Equity Interest.

D. Allowance of Claims and Equity Interests

Following the date on which a Disputed Claim or Disputed Equity Interest becomes an Allowed Claim or Equity Interest after the Distribution Date, the Distribution Agent shall make a distribution to the Holder of such Allowed Claim or Equity Interest in accordance with the Plan.

1. *Allowance of Claims*

After the Effective Date and subject to the other provisions of this Plan, the Reorganized Debtor or the Claimant Trust, as applicable, will have and will retain any and all rights and defenses under bankruptcy or nonbankruptcy law that the Debtor had with respect to any Claim. Except as expressly provided in this Plan or in any order entered in the Chapter 11 Case prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim or Equity Interest will become an Allowed Claim or Equity Interest unless and until such Claim or Equity Interest is deemed Allowed under this Plan or the Bankruptcy Code or the Bankruptcy Court has entered an order, including, without limitation, the Confirmation Order, in the Chapter 11 Case allowing such Claim or Equity Interest.

2. *Estimation*

Subject to the other provisions of this Plan, the Debtor, prior to the Effective Date, and the Reorganized Debtor or the Claimant Trustee, as applicable, after the Effective Date, may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim or Disputed Equity Interest pursuant to applicable law and in accordance with this Plan and (b) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court will retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim or Disputed Equity Interest, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or Equity Interest or during the pendency of any appeal relating to any such objection. All of the aforementioned objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims or Equity Interests may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation proceeding.

3. *Disallowance of Claims*

Any Claims or Equity Interests held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code, or that are a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims or Interests may not receive any distributions on account of such Claims or Interests until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court Order with respect thereto has been entered and all sums due, if any, to the Reorganized Debtor or the Claimant Trust, as applicable, by that Entity have been turned over or paid to the Reorganized Debtor or the Claimant Trust, as applicable.

EXCEPT AS OTHERWISE PROVIDED HEREIN OR AS AGREED TO BY THE DEBTOR, REORGANIZED DEBTOR, OR CLAIMANT TRUSTEE, AS APPLICABLE,

ANY AND ALL PROOFS OF CLAIM FILED AFTER THE BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM HAS BEEN DEEMED TIMELY FILED BY A FINAL ORDER.

ARTICLE VIII.
EFFECTIVENESS OF THIS PLAN

A. Conditions Precedent to the Effective Date

The Effective Date of this Plan will be conditioned upon the satisfaction or waiver by the Debtor (and, to the extent such condition requires the consent of the Committee, the consent of the Committee with such consent not to be unreasonably withheld), pursuant to the provisions of ARTICLE VIII.B of this Plan of the following:

- This Plan and the Plan Documents, including the Claimant Trust Agreement and the Reorganized Limited Partnership Agreement, and all schedules, documents, supplements and exhibits to this Plan shall have been Filed in form and substance reasonably acceptable to the Debtor and the Committee.

- The Confirmation Order shall have become a Final Order and shall be in form and substance reasonably acceptable to the Debtor and the Committee. The Confirmation Order shall provide that, among other things, (i) the Debtor, the Reorganized Debtor, the Claimant Trustee, or the Litigation Trustee are authorized to take all actions necessary or appropriate to effectuate and consummate this Plan, including, without limitation, (a) entering into, implementing, effectuating, and consummating the contracts, instruments, releases, and other agreements or documents created in connection with or described in this Plan, (b) assuming the Executory Contracts and Unexpired Leases set forth in the Plan Supplement, (c) making all distributions and issuances as required under this Plan; and (d) entering into any transactions as set forth in the Plan Documents; (ii) the provisions of the Confirmation Order and this Plan are nonseverable and mutually dependent; (iii) the implementation of this Plan in accordance with its terms is authorized; (iv) pursuant to section 1146 of the Bankruptcy Code, the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with this Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of Assets contemplated under this Plan, shall not be subject to any Stamp or Similar Tax; and (v) the vesting of the Claimant Trust Assets in the Claimant Trust and the Reorganized Debtor Assets in the Reorganized Debtor, in each case as of the Effective Date free and clear of liens and claims to the fullest extent permissible under applicable law pursuant to section 1141(c) of the Bankruptcy Code except with respect to such Liens, Claims, charges and other encumbrances that are specifically preserved under this Plan upon the Effective Date.

- All documents and agreements necessary to implement this Plan, including without limitation, the Reorganized Limited Partnership Agreement, the Claimant Trust

Agreement, and the New GP LLC Documents, in each case in form and substance reasonably acceptable to the Debtor and the Committee, shall have (a) been tendered for delivery, and (b) been effected by, executed by, or otherwise deemed binding upon, all Entities party thereto and shall be in full force and effect. All conditions precedent to such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

- All authorizations, consents, actions, documents, approvals (including any governmental approvals), certificates and agreements necessary to implement this Plan, including, without limitation, the Reorganized Limited Partnership Agreement, the Claimant Trust Agreement, and the New GP LLC Documents, shall have been obtained, effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws and any applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain or prevent effectiveness or consummation of the Restructuring.

- The Debtor shall have obtained applicable directors' and officers' insurance coverage that is acceptable to each of the Debtor, the Committee, the Claimant Trust Oversight Committee, the Claimant Trustee and the Litigation Trustee.

- The Professional Fee Reserve shall be funded pursuant to this Plan in an amount determined by the Debtor in good faith.

B. Waiver of Conditions

The conditions to effectiveness of this Plan set forth in this ARTICLE VIII (other than that the Confirmation Order shall have been entered) may be waived in whole or in part by the Debtor (and, to the extent such condition requires the consent of the Committee, the consent of the Committee), without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or effectuate this Plan. The failure to satisfy or waive a condition to the Effective Date may be asserted by the Debtor regardless of the circumstances giving rise to the failure of such condition to be satisfied. The failure of the Debtor to exercise any of the foregoing rights will not be deemed a waiver of any other rights, and each right will be deemed an ongoing right that may be asserted at any time by the Debtor, the Reorganized Debtor, or the Claimant Trust, as applicable.

C. Dissolution of the Committee

On the Effective Date, the Committee will dissolve, and the members of the Committee and the Committee's Professionals will cease to have any role arising from or relating to the Chapter 11 Case, except in connection with final fee applications of Professionals for services rendered prior to the Effective Date (including the right to object thereto). The Professionals retained by the Committee and the members thereof will not be entitled to assert any fee claims for any services rendered to the Committee or expenses incurred in the service of the Committee after the Effective Date, except for reasonable fees for services rendered, and actual and necessary costs incurred, in connection with any applications for allowance of Professional Fees pending on

the Effective Date or filed and served after the Effective Date pursuant to the Plan. Nothing in the Plan shall prohibit or limit the ability of the Debtor's or Committee's Professionals to represent either of the Trustees or to be compensated or reimbursed per the Plan and the Claimant Trust Agreement in connection with such representation.

ARTICLE IX.
EXCULPATION, INJUNCTION AND RELATED PROVISIONS

A. General

Notwithstanding anything contained in the Plan to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions and treatments under the Plan shall take into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise.

B. Discharge of Claims

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan or the Confirmation Order, all consideration distributed under this Plan will be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims and Equity Interests of any kind or nature whatsoever against the Debtor or any of its Assets or properties, and regardless of whether any property will have been distributed or retained pursuant to this Plan on account of such Claims or Equity Interests. Except as otherwise expressly provided by this Plan or the Confirmation Order, upon the Effective Date, the Debtor and its Estate will be deemed discharged and released under and to the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims and Equity Interests of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code.

C. Exculpation

Subject in all respects to ARTICLE XII.D of this Plan, to the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for conduct occurring on or after the Petition Date in connection with or arising out of (i) the filing and administration of the Chapter 11 Case; (ii) the negotiation and pursuit of the Disclosure Statement, the Plan, or the solicitation of votes for, or confirmation of, the Plan; (iii) the funding or consummation of the Plan (including the Plan Supplement) or any related agreements, instruments, or other documents, the solicitation of votes on the Plan, the offer, issuance, and Plan Distribution of any securities issued or to be issued pursuant to the Plan, including the Claimant Trust Interests, whether or not such Plan Distributions occur following the Effective Date; (iv) the implementation of the Plan; and (v) any negotiations, transactions, and documentation in connection with the foregoing clauses (i)-(iv); *provided*, *however,* the foregoing

will not apply to (a) any acts or omissions of an Exculpated Party arising out of or related to acts or omissions that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct or (b) Strand or any Employee other than with respect to actions taken by such Entities from the date of appointment of the Independent Directors through the Effective Date. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, any other applicable law or rules, or any other provisions of this Plan, including ARTICLE IV.C.2, protecting such Exculpated Parties from liability.

D. Releases by the Debtor

On and after the Effective Date, each Released Party is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtor and the Estate, in each case on behalf of themselves and their respective successors, assigns, and representatives, including, but not limited to, the Claimant Trust and the Litigation Sub-Trust from any and all Causes of Action, including any derivative claims, asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort or otherwise, that the Debtor or the Estate would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Interest in, a Debtor or other Person.

Notwithstanding anything contained herein to the contrary, the foregoing release does not release: (i) any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, (ii) the rights or obligations of any current employee of the Debtor under any employment agreement or plan, (iii) the rights of the Debtor with respect to any confidentiality provisions or covenants restricting competition in favor of the Debtor under any employment agreement with a current or former employee of the Debtor, (iv) any Avoidance Actions, or (v) any Causes of Action arising from willful misconduct, criminal misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

Notwithstanding anything herein to the contrary, any release provided pursuant to this ARTICLE IX.D (i) with respect to a Senior Employee, is conditioned in all respects on (a) such Senior Employee executing a Senior Employee Stipulation on or prior to the Effective Date and (b) the reduction of such Senior Employee's Allowed Claim as set forth in the Senior Employee Stipulation (such amount, the "Reduced Employee Claim"), and (ii) with respect to any Employee, including a Senior Employee, shall be deemed null and void and of no force and effect (1) if there is more than one member of the Claimant Trust Oversight Committee who does not represent entities holding a Disputed or Allowed Claim (the "Independent Members"), the Claimant Trustee and the Independent Members by majority vote determine or (2) if there is only one Independent Member, the Independent Member after discussion with the Claimant Trustee, determines (in each case after discussing with the full Claimant Trust Oversight Committee) that such Employee (regardless of whether the Employee is then currently employed by the Debtor, the Reorganized Debtor, or the Claimant Trustee):

- sues, attempts to sue, or threatens or works with or assists any entity or person to sue, attempt to sue, or threaten the Reorganized Debtor, the Claimant Trust, the Litigation

Sub-Trust, or any of their respective employees or agents, or any Released Party on or in connection with any claim or cause of action arising prior to the Effective Date,

- has taken any action that, impairs or harms the value of the Claimant Trust Assets or the Reorganized Debtor Assets, or

- (x) upon the request of the Claimant Trustee, has failed to provide reasonable assistance in good faith to the Claimant Trustee or the Reorganized Debtor with respect to (1) the monetization of the Claimant Trust Assets or Reorganized Debtor Assets, as applicable, or (2) the resolution of Claims, or (y) has taken any action that impedes or frustrates the Claimant Trustee or the Reorganized Debtor with respect to any of the foregoing.

Provided, however, that the release provided pursuant to this ARTICLE IX.D will vest and the Employee will be indefeasibly released pursuant to this ARTICLE IX.D if such Employee's release has not been deemed null and void and of no force and effect on or prior to the date that is the date of dissolution of the Claimant Trust pursuant to the Claimant Trust Agreement.

By executing the Senior Employee Stipulation embodying this release, each Senior Employee acknowledges and agrees, without limitation, to the terms of this release and the tolling agreement contained in the Senior Employee Stipulation.

The provisions of this release and the execution of a Senior Employee Stipulation will not in any way prevent or limit any Employee from (i) prosecuting its Claims, if any, against the Debtor's Estate, (ii) defending him or herself against any claims or causes of action brought against the Employee by a third party, or (iii) assisting other persons in defending themselves from any Estate Claims brought by the Litigation Trustee (but only with respect to Estate Claims brought by the Litigation Trustee and not collection or other actions brought by the Claimant Trustee).

E. Preservation of Rights of Action

1. *Maintenance of Causes of Action*

Except as otherwise provided in this Plan, after the Effective Date, the Reorganized Debtor or the Claimant Trust will retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action included in the Reorganized Debtor Assets or Claimant Trust Assets, as applicable, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Case and, as the successors in interest to the Debtor and the Estate, may, and will have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of the Causes of Action without notice to or approval from the Bankruptcy Court.

2. *Preservation of All Causes of Action Not Expressly Settled or Released*

Unless a Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in this Plan or any Final Order (including, without limitation, the Confirmation Order), such Cause of Action is expressly reserved for later adjudication by the Reorganized Debtor or Claimant Trust, as applicable (including,

without limitation, Causes of Action not specifically identified or of which the Debtor may presently be unaware or that may arise or exist by reason of additional facts or circumstances unknown to the Debtor at this time or facts or circumstances that may change or be different from those the Debtor now believes to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches will apply to such Causes of Action as a consequence of the confirmation, effectiveness, or consummation of this Plan based on the Disclosure Statement, this Plan or the Confirmation Order, except where such Causes of Action have been expressly released in this Plan or any other Final Order (including, without limitation, the Confirmation Order). In addition, the right of the Reorganized Debtor or the Claimant Trust to pursue or adopt any claims alleged in any lawsuit in which the Debtor is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits, is expressly reserved.

F. Injunction

Upon entry of the Confirmation Order, all Enjoined Parties are and shall be permanently enjoined, on and after the Effective Date, from taking any actions to interfere with the implementation or consummation of the Plan.

Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all Enjoined Parties are and shall be permanently enjoined, on and after the Effective Date, with respect to any Claims and Equity Interests, from directly or indirectly (i) commencing, conducting, or continuing in any manner any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtor or the property of the Debtor, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering, enforcing, or attempting to recover or enforce, by any manner or means, any judgment, award, decree, or order against the Debtor or the property of the Debtor, (iii) creating, perfecting, or otherwise enforcing in any manner, any security interest, lien or encumbrance of any kind against the Debtor or the property of the Debtor, (iv) asserting any right of setoff, directly or indirectly, against any obligation due to the Debtor or against property or interests in property of the Debtor, except to the limited extent permitted under Sections 553 and 1141 of the Bankruptcy Code, and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

The injunctions set forth herein shall extend to, and apply to any act of the type set forth in any of clauses (i)-(v) of the immediately preceding paragraph against any successors of the Debtor, including, but not limited to, the Reorganized Debtor, the Litigation Sub-Trust, and the Claimant Trust and their respective property and interests in property.

Subject in all respects to ARTICLE XII.D, no Enjoined Party may commence or pursue a claim or cause of action of any kind against any Protected Party that arose or arises from or is related to the Chapter 11 Case, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the wind down of the business of the Debtor or Reorganized Debtor, the administration of the Claimant Trust or the Litigation Sub-Trust, or the transactions in furtherance of the foregoing without the Bankruptcy Court

(i) first determining, after notice and a hearing, that such claim or cause of action represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, fraud, or gross negligence against a Protected Party and (ii) specifically authorizing such Enjoined Party to bring such claim or cause of action against any such Protected Party; *provided, however,* the foregoing will not apply to a claim or cause of action against Strand or against any Employee other than with respect to actions taken, respectively, by Strand or by such Employee from the date of appointment of the Independent Directors through the Effective Date. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a claim or cause of action is colorable and, only to the extent legally permissible and as provided for in ARTICLE XI, shall have jurisdiction to adjudicate the underlying colorable claim or cause of action.

G. Duration of Injunctions and Stays

ARTICLE II. Unless otherwise provided in this Plan, in the Confirmation Order, or in a Final Order of the Bankruptcy Court, (i) all injunctions and stays entered during the Chapter 11 Case and in existence on the Confirmation Date shall remain in full force and effect in accordance with their terms; and (ii) the automatic stay arising under section 362 of the Bankruptcy Code shall remain in full force and effect subject to Section 362(c) of the Bankruptcy Code, and to the extent necessary if the Debtor does not receive a discharge, the Court will enter an equivalent order under Section 105.

H. Continuance of January 9 Order

Unless otherwise provided in this Plan, in the Confirmation Order, or in a Final Order of the Bankruptcy Court, the restrictions set forth in paragraphs 9 and 10 of the *Order Approving Settlement with Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course*, entered by the Bankruptcy Court on January 9, 2020 [D.I. 339] shall remain in full force and effect following the Effective Date.

ARTICLE X.
BINDING NATURE OF PLAN

On the Effective Date, and effective as of the Effective Date, the Plan, including, without limitation, the provisions in ARTICLE IX, will bind, and will be deemed binding upon, all Holders of Claims against and Equity Interests in the Debtor and such Holder's respective successors and assigns, to the maximum extent permitted by applicable law, notwithstanding whether or not such Holder will receive or retain any property or interest in property under the Plan. All Claims and Debts shall be fixed and adjusted pursuant to this Plan. The Plan shall also bind any taxing authority, recorder of deeds, or similar official for any county, state, Governmental Unit or parish in which any instrument related to the Plan or related to any transaction contemplated thereby is to be recorded with respect to nay taxes of the kind specified in Bankruptcy Code section 1146(a).

ARTICLE XI.
RETENTION OF JURISDICTION

Pursuant to sections 105 and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Case and all Entities with respect to all matters related to the Chapter 11 Case, the Reorganized Debtor, the Claimant Trust, and this Plan to the maximum extent legally permissible, including, without limitation, jurisdiction to:

- allow, disallow, determine, liquidate, classify, estimate or establish the priority, secured, unsecured, or subordinated status of any Claim or Equity Interest, including, without limitation, the resolution of any request for payment of any Administrative Expense Claim and the resolution of any and all objections to the allowance or priority of any Claim or Equity Interest;

- grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date; *provided*, *however*, that, from and after the Effective Date, the Reorganized Debtor shall pay Professionals in the ordinary course of business for any work performed after the Effective Date subject to the terms of this Plan and the Confirmation Order, and such payment shall not be subject to the approval of the Bankruptcy Court;

- resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtor is party or with respect to which the Debtor, Reorganized Debtor, or Claimant Trust may be liable and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, any dispute regarding whether a contract or lease is or was executory or expired;

- make any determination with respect to a claim or cause of action against a Protected Party as set forth in ARTICLE IX;

- resolve any claim or cause of action against an Exculpated Party or Protected Party arising from or related to the Chapter 11 Case, the negotiation of this Plan, the administration of the Plan or property to be distributed under the Plan, the wind down of the business of the Debtor or Reorganized Debtor, or the transactions in furtherance of the foregoing;

- if requested by the Reorganized Debtor or the Claimant Trustee, authorize, approve, and allow any sale, disposition, assignment or other transfer of the Reorganized Debtor Assets or Claimant Trust Assets, including any break-up compensation or expense reimbursement that may be requested by a purchaser thereof*; provided, however*, that neither the Reorganized Debtor nor the Claimant Trustee shall be required to seek such authority or approval from the Bankruptcy Court unless otherwise specifically required by this Plan or the Confirmation Order;

- if requested by the Reorganized Debtor or the Claimant Trustee, authorize, approve, and allow any borrowing or the incurrence of indebtedness, whether secured or unsecured by the Reorganized Debtor or Claimant Trust; *provided, however*, that neither the Reorganized Debtor nor the Claimant Trustee shall be required to seek such authority or approval from the Bankruptcy Court unless otherwise specifically required by this Plan or the Confirmation Order;

- resolve any issues related to any matters adjudicated in the Chapter 11 Case;

- ensure that distributions to Holders of Allowed Claims and Allowed Equity Interests are accomplished pursuant to the provisions of this Plan;

- decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action (including Estate Claims) that are pending as of the Effective Date or that may be commenced in the future, including approval of any settlements, compromises, or other resolutions as may be requested by the Debtor, the Reorganized Debtor, the Claimant Trustee, or the Litigation Trustee whether under Bankruptcy Rule 9019 or otherwise, and grant or deny any applications involving the Debtor that may be pending on the Effective Date or instituted by the Reorganized Debtor, the Claimant Trustee, or Litigation Trustee after the Effective Date, provided that the Reorganized Debtor, the Claimant Trustee, and the Litigation Trustee shall reserve the right to commence actions in all appropriate forums and jurisdictions;

- enter such orders as may be necessary or appropriate to implement, effectuate, or consummate the provisions of this Plan, the Plan Documents, and all other contracts, instruments, releases, and other agreements or documents adopted in connection with this Plan, the Plan Documents, or the Disclosure Statement;

- resolve any cases, controversies, suits or disputes that may arise in connection with the implementation, effectiveness, consummation, interpretation, or enforcement of this Plan or any Entity's obligations incurred in connection with this Plan;

- issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with implementation, effectiveness, consummation, or enforcement of this Plan, except as otherwise provided in this Plan;

- enforce the terms and conditions of this Plan and the Confirmation Order;

- resolve any cases, controversies, suits or disputes with respect to the release, exculpation, indemnification, and other provisions contained herein and enter such orders or take such others actions as may be necessary or appropriate to implement or enforce all such releases, injunctions and other provisions;

- enter and implement such orders or take such others actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

- resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order, the Plan Documents, or any contract, instrument, release, indenture or other agreement or document adopted in connection with this Plan or the Disclosure Statement; and

- enter an order concluding or closing the Chapter 11 Case after the Effective Date.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. Payment of Statutory Fees and Filing of Reports

All outstanding Statutory Fees shall be paid on the Effective Date. All such fees payable, and all such fees that become due and payable, after the Effective Date shall be paid by the Reorganized Debtor when due or as soon thereafter as practicable until the Chapter 11 Case is closed, converted, or dismissed. The Claimant Trustee shall File all quarterly reports due prior to the Effective Date when they become due, in a form reasonably acceptable to the U.S. Trustee. After the Effective Date, the Claimant Trustee shall File with the Bankruptcy Court quarterly reports when they become due, in a form reasonably acceptable to the U.S. Trustee. The Reorganized Debtor shall remain obligated to pay Statutory Fees to the Office of the U.S. Trustee until the earliest of the Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

B. Modification of Plan

Effective as of the date hereof and subject to the limitations and rights contained in this Plan: (a) the Debtor reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order with the consent of the Committee, such consent not to be unreasonably withheld; and (b) after the entry of the Confirmation Order, the Debtor may, after notice and hearing and entry of an order of the Bankruptcy Court, amend or modify this Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan.

C. Revocation of Plan

The Debtor reserves the right to revoke or withdraw this Plan prior to the Confirmation Date and to File a subsequent chapter 11 plan with the consent of the Committee. If the Debtor revokes or withdraws this Plan prior to the Confirmation Date, then: (i) this Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in this Plan, assumption of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (iii) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtor or any other Entity.

D. Obligations Not Changed

Notwithstanding anything in this Plan to the contrary, nothing herein will affect or otherwise limit or release any non-Debtor Entity's (including any Exculpated Party's) duties or obligations, including any contractual and indemnification obligations, to the Debtor, the Reorganized Debtor, or any other Entity whether arising under contract, statute, or otherwise.

E. Entire Agreement

Except as otherwise described herein, this Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

F. Closing of Chapter 11 Case

The Claimant Trustee shall, after the Effective Date and promptly after the full administration of the Chapter 11 Case, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Case.

G. Successors and Assigns

This Plan shall be binding upon and inure to the benefit of the Debtor and its successors and assigns, including, without limitation, the Reorganized Debtor and the Claimant Trustee. The rights, benefits, and obligations of any Person or Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

H. Reservation of Rights

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the Effective Date occurs. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtor, the Reorganized Debtor, the Claimant Trustee, or any other Entity with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtor, the Reorganized Debtor, or the Claimant Trustee with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

Neither the exclusion or inclusion by the Debtor of any contract or lease on any exhibit, schedule, or other annex to this Plan or in the Plan Documents, nor anything contained in this Plan, will constitute an admission by the Debtor that any such contract or lease is or is not an executory contract or lease or that the Debtor, the Reorganized Debtor, the Claimant Trustee, or their respective Affiliates has any liability thereunder.

Except as explicitly provided in this Plan, nothing herein shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the

Debtor, the Reorganized Debtor, or the Claimant Trustee under any executory or non-executory contract.

Nothing in this Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, under any executory or non-executory contract or lease.

If there is a dispute regarding whether a contract or lease is or was executory at the time of its assumption under this Plan, the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract.

I. Further Assurances

The Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, all Holders of Claims and Equity Interests receiving distributions hereunder, and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order. On or before the Effective Date, the Debtor shall File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

J. Severability

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

K. Service of Documents

All notices, requests, and demands to or upon the Debtor, the Reorganized Debtor, or the Claimant Trustee to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered addressed as follows:

If to the Claimant Trust:

Highland Claimant Trust
c/o Highland Capital Management, L.P.
300 Crescent Court, Suite 700

Dallas, Texas 75201
Attention: James P. Seery, Jr.

If to the Debtor:

Highland Capital Management, L.P.
300 Crescent Court, Suite 700
Dallas, Texas 75201
Attention: James P. Seery, Jr.

with copies to:

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Attn: Jeffrey N. Pomerantz, Esq.
Ira D. Kharasch, Esq.
Gregory V. Demo, Esq.

If to the Reorganized Debtor:

Highland Capital Management, L.P.
300 Crescent Court, Suite 700
Dallas, Texas 75201
Attention: James P. Seery, Jr.
with copies to:

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Attn: Jeffrey N. Pomerantz, Esq.
Ira D. Kharasch, Esq.
Gregory V. Demo, Esq.

L. Exemption from Certain Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code

To the extent permitted by applicable law, pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate federal, state or local governmental officials or agents or taxing authority to forego the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to

evidence and implement the provisions of and the distributions to be made under this Plan; (ii) the maintenance or creation of security or any Lien as contemplated by this Plan; and (iii) assignments, sales, or transfers executed in connection with any transaction occurring under this Plan.

M. Governing Law

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of Texas, without giving effect to the principles of conflicts of law of such jurisdiction; *provided, however,* that corporate governance matters relating to the Debtor, the Reorganized Debtor, New GP LLC, or the Claimant Trust, as applicable, shall be governed by the laws of the state of organization of the Debtor, the Reorganized Debtor, New GP LLC, or the Claimant Trustee, as applicable.

N. Tax Reporting and Compliance

The Debtor is hereby authorized to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtor is for all taxable periods ending after the Petition Date through, and including, the Effective Date.

O. Exhibits and Schedules

All exhibits and schedules to this Plan, if any, including the Exhibits and the Plan Documents, are incorporated and are a part of this Plan as if set forth in full herein.

P. Controlling Document

In the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control. The provisions of this Plan, the Disclosure Statement, and any Plan Document, on the one hand, and of the Confirmation Order, on the other hand, shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided, however*, that if there is determined to be any inconsistency between any provision of this Plan, the Disclosure Statement, and any Plan Document, on the one hand, and any provision of the Confirmation Order, on the other hand, that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan, the Disclosure Statement, and the Plan Documents, as applicable.

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Dated: January 22, 2021

Respectfully submitted,

HIGHLAND CAPITAL MANAGEMENT, L.P.

By: _____
James P. Seery, Jr.
Chief Executive Officer and Chief Restructuring Officer

Prepared by:

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Email: MHayward@HaywardFirm.com
ZAnnable@HaywardFirm.com

Counsel for the Debtor and Debtor-in-Possession

Exhibit B

Schedule of CLO Management Agreements and Related Contracts to Be Assumed

Schedule of CLO Management Agreements and Related Contracts to Be Assumed

1. Servicing Agreement, dated December 20, 2007, by and among Greenbriar CLO, Ltd., and Highland Capital Management, L.P.
2. Investment Management Agreement, dated November 1, 2007, by and between Longhorn Credit Funding, LLC, and Highland Capital Management, L.P. (as amended)
3. Reference Portfolio Management Agreement, dated August 1, 2016, by and between Highland Capital Management, L.P., and Valhalla CLO, Ltd.
4. Collateral Servicing Agreement, dated December 20, 2006, by and among Highland Park CDO I, Ltd., and Highland Capital Management, L.P.
5. Portfolio Management Agreement, dated March 15, 2005, by and among Southfork CLO Ltd., and Highland Capital Management, L.P.
6. Amended and Restated Portfolio Management Agreement, dated November 30, 2005, by and among Jaspar CLO Ltd., and Highland Capital Management, L.P.
7. Servicing Agreement, dated May 31, 2007, by and among Westchester CLO, Ltd., and Highland Capital Management, L.P.
8. Servicing Agreement, dated May 10, 2006, by and among Rockwall CDO Ltd. and Highland Capital Management, L.P. (as amended)
9. Portfolio Management Agreement, dated December 8, 2005, by and between Liberty CLO, Ltd., and Highland Capital Management, L.P.
10. Servicing Agreement, dated March 27, 2008, by and among Aberdeen Loan Funding, Ltd., and Highland Capital Management, L.P.
11. Servicing Agreement, dated May 9, 2007, by and among Rockwall CDO II Ltd. and Highland Capital Management, L.P.
12. Collateral Management Agreement, by and between, Highland Loan Funding V Ltd. and Highland Capital Management, L.P., dated August 1, 2001.
13. Collateral Management Agreement, dated August 18, 1999, by and between Highland Legacy Limited and Highland Capital Management, L.P.
14. Servicing Agreement, dated November 30, 2006, by and among Grayson CLO Ltd., and Highland Capital Management, L.P. (as amended)
15. Servicing Agreement, dated October 25, 2007, by and among Stratford CLO Ltd., and Highland Capital Management, L.P.
16. Servicing Agreement, dated August 3, 2006, by and among Red River CLO Ltd., and Highland Capital Management, L.P. (as amended)
17. Servicing Agreement, dated December 21, 2006, by and among Brentwood CLO, Ltd., and Highland Capital Management, L.P.
18. Servicing Agreement, dated March 13, 2007, by and among Eastland CLO Ltd., and Highland Capital Management, L.P.

19. Portfolio Management, Agreement, dated October 13, 2005, by and among Gleneagles CLO, Ltd., and Highland Capital Management, L.P.

20. Members' Agreement and Amendment, dated November 15, 2017, by and between Highland CLO Funding, Ltd. and Highland Capital Management, L.P.

21. Collateral Management Agreement, dated May 19, 1998, by and between Pam Capital Funding LP, Ranger Asset Mgt LP and Highland Capital Management, L.P.

22. Collateral Management Agreement, dated August 6, 1997, by and between Pamco Cayman Ltd., Ranger Asset Mgt LP and Highland Capital Management, L.P.

23. Amendment No. 1 to Servicing Agreement, October 2, 2007, between Highland Capital Management, L.P. and Red River CLO Ltd. et al

24. Interim Collateral Management Agreement, June 15, 2005, between Highland Capital Management, L.P. and Rockwall CDO Ltd

25. Amendment No. 1 to Servicing Agreement, October 2, 2007, between Highland Capital Management, L.P. and Rockwall CDO Ltd

26. Collateral Servicing Agreement dated December 20, 2006, between Highland Capital Management, L.P. and Highland Park CDO I, Ltd.; The Bank of New York Trust Company, National Association

27. Representations and Warranties Agreement, dated December 20, 2006, between Highland Capital Management, L.P. and Highland Park CDO I, Ltd.

28. Collateral Administration Agreement, dated March 27, 2008, between Highland Capital Management, L.P. and Aberdeen Loan Funding, Ltd.; State Street Bank and Trust Company

29. Collateral Administration Agreement, dated December 20, 2007, between Highland Capital Management, L.P. and Greenbriar CLO, Ltd.; State Street Bank and Trust Company

30. Collateral Acquisition Agreement, dated March 13, 2007, between Highland Capital Management, L.P. and Eastland CLO, Ltd

31. Collateral Administration Agreement, dated March 13, 2007, between Highland Capital Management, L.P. and Eastland CLO, Ltd. and Investors Bank and Trust Company

32. Collateral Administration Agreement, dated October 13, 2005, between Highland Capital Management, L.P. and Gleneagles CLO, Ltd.; JPMorgan Chase Bank, National Association

33. Collateral Acquisition Agreement, dated November 30, 2006, between Highland Capital Management, L.P. and Grayson CLO, Ltd.

34. Collateral Administration Agreement, dated November 30, 2006, between Highland Capital Management, L.P. and Grayson CLO, Ltd.; Investors Bank & Trust Company

35. Collateral Acquisition Agreement, dated August 3, 2006, between Highland Capital Management, L.P. and Red River CLO, Ltd.

36. Collateral Administration Agreement, dated August 3, 2006, between Highland Capital Management, L.P. and Red River CLO, Ltd.; U.S. Bank National Association

37. Master Warehousing and Participation Agreement, dated April 19, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; Highland Special Opportunities Holding Company

38. Master Warehousing and Participation Agreement, dated February 2, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; MMP-5 Funding, LLC; IXIS Financial Products Inc.

39. Master Warehousing and Participation Agreement (Amendment No. 2), dated May 5, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; MMP-5 Funding, LLC; IXIS Financial Products Inc.

40. Master Warehousing and Participation Agreement (Amendment No. 1), dated April 12, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; MMP-5 Funding, LLC; IXIS Financial Products Inc.

41. Master Warehousing and Participation Agreement (Amendment No. 3), dated June 22, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; MMP-5 Funding, LLC; IXIS Financial Products Inc.

42. Master Warehousing and Participation Agreement (Amendment No. 4), dated July 17, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; MMP-5 Funding, LLC; IXIS Financial Products Inc.

43. Collateral Administration Agreement, dated February 2, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; U.S. Bank National Association; IXIS Financial Products Inc.

44. Collateral Administration Agreement, dated April 18, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; Highland Special Opportunities Holding Company; U.S. Bank National Association

45. Master Participation Agreement, dated June 5, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; Grand Central Asset Trust

46. A&R Asset Acquisition Agreement, dated July 18, 2001, between Highland Capital Management, L.P. and Salomon Smith Barney Inc.; Highland Loan Funding V Ltd.

47. A&R Master Participation Agreement, dated July 18, 2001, between Highland Capital Management, L.P. and Salomon Brothers Holding Company; Highland Loan Funding V Ltd.

48. Collateral Acquisition Agreement, dated June 29, 2005, between Highland Capital Management, L.P. and Jasper CLO Ltd.

49. Collateral Administration Agreement, dated June 29, 2005, between Highland Capital Management, L.P. and Jasper CLO Ltd.; JPMorgan Chase Bank, National Association

50. Master Warehousing and Participation Agreement, dated March 24, 2005, between Highland Capital Management, L.P. and Jasper CLO Ltd; MMP-5 Funding, LLC; and IXIS Financial Products Inc.

51. Master Warehousing and Participation Agreement (Amendment No. 1), dated May 16, 2005, between Highland Capital Management, L.P. and Jasper CLO Ltd; MMP-5 Funding, LLC; and IXIS Financial Products Inc.

52. Collateral Administration Agreement, dated December 8, 2005, between Highland Capital Management, L.P. and Liberty CLO Ltd.

53. Collateral Administration Agreement, dated May 10, 2006, between Highland Capital Management, L.P. and Rockwall CDO Ltd; JPMorgan Chase Bank, National Association

54. Collateral Administration Agreement, dated May 9, 2007, between Highland Capital Management, L.P. and Rockwall CDO II, Ltd.; Investors Bank & Trust Company

55. Collateral Administration Agreement, dated March 15, 2005, between Highland Capital Management, L.P. and Southfork CLO Ltd.; JPMorgan Chase Bank, National Association

56. Collateral Administration Agreement, dated October 25, 2007, between Highland Capital Management, L.P. and Stratford CLO Ltd.; State Street

57. Collateral Administration Agreement, dated August 18, 2004, between Highland Capital Management, L.P. and Valhalla CLO, Ltd.; JPMorgan Chase Bank

58. Collateral Acquisition Agreement, dated May 31, 2007, between Highland Capital Management, L.P. and Westchester CLO, Ltd.

59. Collateral Administration Agreement, dated May 31, 2007, between Highland Capital Management, L.P. and Westchester CLO, Ltd.; Investors Bank & Trust Company

60. Collateral Administration Agreement, dated December 21, 2006, between Highland Capital Management, L.P. and Brentwood CLO, Ltd.; Investors Bank & Trust Company

EXHIBIT

S

PACHULSKI STANG ZIEHL & JONES LLP
Jeffrey N. Pomerantz (CA Bar No.143717) (admitted *pro hac vice*)
Ira D. Kharasch (CA Bar No. 109084) (admitted *pro hac vice*)
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Counsel for the Debtor

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
Debtor.	)	

NOTICE OF OCCURRENCE OF EFFECTIVE DATE OF CONFIRMED FIFTH AMENDED PLAN OF REORGANIZATION OF HIGHLAND CAPITAL MANAGEMENT, L.P.

PLEASE TAKE NOTICE that on February 22, 2021, the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") entered the *Order Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1943] (the "Confirmation Order") confirming the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* [Docket No. 1808] (as

[1] The Debtor's last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.

amended, supplemented, or modified, the "Plan"). Unless otherwise defined in this notice, capitalized terms used in this notice shall have the meanings ascribed to them in the Plan and the Confirmation Order, as applicable.

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on August 11, 2021.

PLEASE TAKE FURTHER NOTICE that, except with respect to Administrative Expense Claims that are Professional Fee Claims or as otherwise set forth in the Plan, requests for payment of an Administrative Expense Claim must be Filed with the Bankruptcy Court **no later than forty-five (45) days after the Effective Date** (the "Administrative Expense Claims Bar Date"). **HOLDERS OF ADMINISTRATIVE EXPENSE CLAIMS THAT ARE REQUIRED TO FILE AND SERVE A REQUEST FOR PAYMENT OF SUCH ADMINISTRATIVE EXPENSE CLAIMS BY THE ADMINISTRATIVE EXPENSE CLAIMS BAR DATE THAT DO NOT FILE AND SERVE SUCH A REQUEST BY THE ADMINISTRATIVE EXPENSE CLAIMS BAR DATE SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH ADMINISTRATIVE EXPENSE CLAIMS AGAINST THE DEBTOR OR THE REORGANIZED DEBTOR.**

PLEASE TAKE FURTHER NOTICE that, unless otherwise ordered by the Bankruptcy Court, all final requests for payment of Professional Fee Claims must be Filed **no later than sixty (60) days after the Effective Date**.

PLEASE TAKE FURTHER NOTICE that the terms of the Plan shall be immediately effective and enforceable and deemed binding upon the Debtor or the Reorganized Debtor, as applicable, and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan and Confirmation Order, including, without limitation: the injunction with respect to the commencement of claims and causes of action against Protected Parties set forth in Section IX.F of the Plan and Sections AA and BB of the Confirmation Order, the duration of injunction and stays set forth in Section IX.G of the Plan and Section AA of the Confirmation Order, and the continuance of the January 9 Order and July 16 Order set forth in Section IX.H of the Plan and Section CC of the Confirmation Order.

PLEASE TAKE FURTHER NOTICE that on the Effective Date, all Class A Limited Partnership Interests, including the Class A Limited Partnership Interests held by Strand, as general partner, and Class B/C Limited Partnerships in the Debtor will be deemed cancelled, and all obligations or debts owed by, or Claims against, the Debtor on account of, or based upon, such Class A Limited Partnership Interests and Class B/C Limited Partnership Interests shall be deemed as cancelled, released, and discharged, including all obligations or duties by the Debtor relating to the Equity Interests in any of the Debtor's formation documents, including the Limited Partnership Agreement.

PLEASE TAKE FURTHER NOTICE that the Confirmation Order and the Plan

are available for inspection. If you would like to obtain copies you may: (a) access the Debtor's restructuring website at http://www.kccllc.net/hcmlp; (b) call toll free: (877) 573-3984 or international: (310) 751-1829; or (c) email HighlandInfo@kccllc.com and reference "Highland" in the subject line. You may also obtain copies of any pleadings filed in this case for a fee via PACER at: pacer.uscourts.gov.

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Dated: August 11, 2021.

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EXECUTION VERSION

CLAIMANT TRUST AGREEMENT

This Claimant Trust Agreement, effective as of August 11, 2021 (as may be amended, supplemented, or otherwise modified in accordance with the terms hereof, this "Agreement"), by and among Highland Capital Management, L.P. (as debtor and debtor-in-possession, the "Debtor"), as settlor, and James P. Seery, Jr., as trustee (the "Claimant Trustee"), and Wilmington Trust, National Association, a national banking association ("WTNA"), as Delaware trustee (in such capacity hereunder, and not in its individual capacity, the "Delaware Trustee," and together with the Debtor and the Claimant Trustee, the "Parties") for the benefit of the Claimant Trust Beneficiaries entitled to the Claimant Trust Assets.

RECITALS

WHEREAS, on October 16, 2019, Highland Capital Management, L.P. filed with the United States Bankruptcy Court for the District of Delaware, a voluntary petition for relief under chapter 11 of the Bankruptcy Code, which case was subsequently transferred to the Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court") and captioned *In re Highland Capital Management, L.P.*, Case No. 19-34054-sgj11 (the "Chapter 11 Case");

WHEREAS, on November 24, 2020, the Debtor filed the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1472] (as may be amended, supplemented, or otherwise modified from time to time, the "Plan"),[1] which was confirmed by the Bankruptcy Court on February 22, 2021, pursuant to the *Findings of Fact and Order Confirming Plan of Reorganization for the Debtor* [Docket No. 1943] (the "Confirmation Order");

WHEREAS, this Agreement, including all exhibits hereto, is the "Claimant Trust Agreement" described in the Plan and shall be executed on or before the Effective Date in order to facilitate implementation of the Plan; and

WHEREAS, pursuant to the Plan and Confirmation Order, the Claimant Trust Assets are to be transferred to the Claimant Trust (each as defined herein) created and evidenced by this Agreement so that (i) the Claimant Trust Assets can be held in a trust for the benefit of the Claimant Trust Beneficiaries entitled thereto in accordance with Treasury Regulation Section 301.7701-4(d) for the objectives and purposes set forth herein and in the Plan; (ii) the Claimant Trust Assets can be monetized; (iii) the Claimant Trust will transfer Estate Claims to the Litigation Sub-Trust to be prosecuted, settled, abandoned, or resolved as may be determined by the Litigation Trustee in accordance with the terms of the Litigation Sub-Trust Agreement, for the benefit of the Claimant Trust; (iv) proceeds of the Claimant Trust Assets, including Estate Claims, may be distributed to the Claimant Trust Beneficiaries[2] in accordance with the Plan; (v) the Claimant Trustee can resolve

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[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan. The confirmed Plan included certain amendments filed on February 1, 2021. *See Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)*, Docket No. 1875, Exh. B.

[2] For the avoidance of doubt, and as set forth in the Plan, Holders of Class A Limited Partnership Interests and Class B/C Limited Partnership Interests will be Claimant Trust Beneficiaries only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest in accordance with the terms and conditions set forth herein and in the Plan.

EXHIBIT
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Disputed Claims as set forth herein and in the Plan; and (vi) administrative services relating to the activities of the Claimant Trust and relating to the implementation of the Plan can be performed by the Claimant Trustee.

DECLARATION OF TRUST

NOW, THEREFORE, in order to declare the terms and conditions hereof, and in consideration of the premises and mutual agreements herein contained, the confirmation of the Plan and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor, the Claimant Trustee, and the Delaware Trustee have executed this Agreement for the benefit of the Claimant Trust Beneficiaries entitled to share in the Claimant Trust Assets and, at the direction of such Claimant Trust Beneficiaries as provided for in the Plan.

TO HAVE AND TO HOLD unto the Claimant Trustee and his successors or assigns in trust, under and subject to the terms and conditions set forth herein and for the benefit of the Claimant Trust Beneficiaries, and for the performance of and compliance with the terms hereof and of the Plan; provided, however, that upon termination of the Claimant Trust in accordance with Article IX hereof, this Claimant Trust Agreement shall cease, terminate, and be of no further force and effect, unless otherwise specifically provided for herein.

IT IS FURTHER COVENANTED AND DECLARED that the Claimant Trust Assets are to be strictly held and applied by the Claimant Trustee subject to the specific terms set forth below.

ARTICLE I.
DEFINITION AND TERMS

1.1 Certain Definitions. Unless the context shall otherwise require and except as contained in this Section 1.1 or as otherwise defined herein, the capitalized terms used herein shall have the respective meanings assigned thereto in the "Definitions," Section 1.1 of the Plan or if not defined therein, shall have the meanings assigned thereto in the applicable Section of the Plan. For all purposes of this Agreement, the following terms shall have the following meanings:

(a) "Acis" means collectively, Acis Capital Management, L.P. and Acis Capital Management GP, LLP.

(b) "Bankruptcy Court" has the meaning set forth in the Recitals hereof.

(c) "Cause" means (i) a Person's willful failure to perform his material duties hereunder (which material duties shall include, without limitation, with respect to a Member, or to the extent applicable, the Claimant Trustee, regular attendance at regularly scheduled meetings of the Oversight Board), which is not remedied within 30 days of notice; (ii) a Person's commission of an act of fraud, theft, or embezzlement during the performance of his or her duties hereunder; (iii) a Person's conviction of a felony (other than a felony that does not involve fraud, theft, embezzlement, or jail time) with all appeals having been exhausted or appeal periods lapsed; or (iv) a Person's gross negligence, bad faith, willful misconduct, or knowing violation of law in the performance of his or her duties hereunder.

(d) "Claimant Trust Agreement" means this Agreement.

(e) "Claimant Trustee" means James P. Seery, Jr., as the initial "Claimant Trustee" hereunder and as defined in the Plan, and any successor Claimant Trustee that may be appointed pursuant to the terms of this Agreement.

(f) "Claimant Trust" means the "Highland Claimant Trust" established in accordance with the Delaware Statutory Trust Act and Treasury Regulation Section 301.7701-4(d) pursuant to this Agreement.

(g) "Claimant Trust Assets" means (i) other than the Reorganized Debtor Assets (which are expressly excluded from this definition), all other Assets of the Estate, including, but not limited to, all Causes of Action, Available Cash, any proceeds realized or received from such Assets, all rights of setoff, recoupment, and other defenses with respect, relating to, or arising from such Assets, (ii) any Assets transferred by the Reorganized Debtor to the Claimant Trust on or after the Effective Date, (iii) the limited partnership interests in the Reorganized Debtor, and (iv) the ownership interests in New GP LLC. For the avoidance of doubt, any Causes of Action that, for any reason, are not capable of being transferred to the Claimant Trust shall constitute Reorganized Debtor Assets.

(h) "Claimant Trust Beneficiaries" means the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, and, only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest at the federal judgment rate in accordance with the terms and conditions set forth herein, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.

(i) "Claimant Trust Expense Cash Reserve" means $[•] million in Cash to be funded pursuant to the Plan into a bank account of the Claimant Trust on or before the Effective Date for the purpose of paying Claimant Trust Expenses in accordance herewith.

(j) "Claimant Trust Expenses" means the costs, expenses, liabilities and obligations incurred by the Claimant Trust and/or the Claimant Trustee in administering and conducting the affairs of the Claimant Trust, and otherwise carrying out the terms of the Claimant Trust and the Plan on behalf of the Claimant Trust, including without any limitation, any taxes owed by the Claimant Trust, and the fees and expenses of the Claimant Trustee and professional persons retained by the Claimant Trust or Claimant Trustee in accordance with this Agreement.

(k) "Committee Member" means a Member who is/was also a member of the Creditors' Committee.

(l) "Conflicted Member" has the meaning set forth in Section 4.6(c) hereof.

(m) "Contingent Trust Interests" means the contingent interests in the Claimant Trust to be distributed to Holders of Class A Limited Partnership Interests and Class B/C Limited Partnership Interests in accordance with the Plan.

(n) "Creditors' Committee" means the Official Committee of Unsecured Creditors appointed pursuant to section 1102 of the Bankruptcy Code in the Chapter 11 Case, comprised of Acis, Meta-e Discovery, the Redeemer Committee and UBS.

(o) "Delaware Statutory Trust Act" means the Delaware Statutory Trust Act 12 Del C. §3801, et seq. as amended from time to time.

(p) "Delaware Trustee" has the meaning set forth in the introduction hereof.

(q) "Disability" means as a result of the Claimant Trustee's or a Member's incapacity due to physical or mental illness as determined by an accredited physician or psychologist, as applicable, selected by the Claimant Trustee or the Member, as applicable, the Claimant Trustee or such Member has been substantially unable to perform his or her duties hereunder for three (3) consecutive months or for an aggregate of 180 days during any period of twelve (12) consecutive months.

(r) "Disinterested Members" has the meaning set forth in Section 4.1 hereof.

(s) "Disputed Claims Reserve" means the reserve account to be opened by the Claimant Trust on or after the Effective Date and funded in an initial amount determined by the Claimant Trustee [(in a manner consistent with the Plan and with the consent of a simple majority of the Oversight Board)] to be sufficient to pay Disputed Claims under the Plan.

(t) "Employees" means the employees of the Debtor set forth in the Plan Supplement.

(u) "Employee Claims" means any General Unsecured Claim held by an Employee other than the Claims of the Senior Employees subject to stipulations (provided such stipulations are executed by any such Senior Employee of the Debtor prior to the Effective Date).

(v) "Estate Claims" has the meaning given to it in Exhibit A to the *Notice of Final Term Sheet* [Docket No. 354].

(w) "Equity Trust Interests" has the meaning given to it in Section 5.1(c) hereof.

(x) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(y) "General Unsecured Claim Trust Interests" means interests in the Claimant Trust to be distributed to Holders of Allowed Class 8 General Unsecured Claims (including Disputed General Unsecured Claims that are subsequently Allowed) in accordance with the Plan.

(z) "GUC Beneficiaries" means the Claimant Trust Beneficiaries who hold General Unsecured Claim Trust Interests.

(aa) "GUC Payment Certification" has the meaning given to it in Section 5.1(c) hereof.

(bb) "HarbourVest" means, collectively, 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.

(cc) "Investment Advisers Act" means the Investment Advisers Act of 1940, as amended.

(dd) "Investment Company Act" means the Investment Company Act of 1940, as amended.

(ee) "Litigation Sub-Trust" means the sub-trust created pursuant to the Litigation Sub-Trust Agreement, which shall hold the Claimant Trust Assets that are Estate Claims and investigate, litigate, and/or settle the Estate Claims for the benefit of the Claimant Trust.

(ff) "Litigation Sub-Trust Agreement" means the litigation sub-trust agreement to be entered into by and between the Claimant Trustee and Litigation Trustee establishing and setting forth the terms and conditions of the Litigation Sub-Trust and governing the rights and responsibilities of the Litigation Trustee.

(gg) "Litigation Trustee" means Marc S. Kirschner, and any successor Litigation Trustee that may be appointed pursuant to the terms of the Litigation Sub-Trust Agreement, who shall be responsible for investigating, litigating, and settling the Estate Claims for the benefit of the Claimant Trust in accordance with the terms and conditions set forth in the Litigation Sub-Trust Agreement.

(hh) "Managed Funds" means Highland Multi-Strategy Credit Fund, L.P., Highland Restoration Capital Partners, L.P., and any other investment vehicle managed by the Debtor pursuant to an Executory Contract assumed pursuant to the Plan; *provided, however,* that the Highland Select Equity Fund, L.P. (and its direct and indirect subsidiaries) will not be considered a Managed Fund for purposes hereof.

(ii) "Material Claims" means the Claims asserted by UBS, Patrick Hagaman Daugherty, Integrated Financial Associates, Inc., and the Employees.

(jj) "Member" means a Person that is member of the Oversight Board.

(kk) "New GP LLC" means the general partner of the Reorganized Debtor.

(ll) "Oversight Board" means the board comprised of five (5) Members established pursuant to the Plan and Article III of this Agreement to oversee the Claimant Trustee's performance of his duties and otherwise serve the functions set forth in this Agreement and those of the "Claimant Trust Oversight Committee" described in the Plan. Subject to the terms of this Agreement, the initial Members of the Oversight Board shall be: (i) Eric Felton, as representative of the Redeemer Committee; (ii) Josh Terry, as representative of Acis; (iii) Elizabeth Kozlowski, as representative of UBS; (iv) Paul McVoy, as representative of Meta-e Discovery; and (v) David Pauker.

(mm) "Plan" has the meaning set forth in the Recitals hereof.

(nn) "Privileges" means the Debtor's rights, title and interests in and to any privilege or immunity attaching to any documents or communications (whether written or oral) associated with any of the Estate Claims or Employee Claims, including, without limitation, to,

attorney-client privilege and work-product privilege as defined in Rule 502(g) of the Federal Rules of Evidence; provided, however, that "Privileges" shall not include the work-product privilege of any non-Employee attorney or attorneys that has not been previously shared with the Debtor or any of its employees and the work-product privilege shall remain with the non-Employee attorney or attorneys who created such work product so long as it has not been previously shared with the Debtor or any of its employees, or otherwise waived.

(oo) "PSZJ" means Pachulski Stang Ziehl & Jones LLP.

(pp) "Redeemer Committee" means the Redeemer Committee of the Highland Crusader Fund.

(qq) "Registrar" has the meaning given to it in Section 5.3(a) hereof.

(rr) "Reorganized Debtor Assets" means any limited and general partnership interests held by the Debtor, the management of the Managed Funds and those Causes of Action (including, without limitation, claims for breach of fiduciary duty), that, for any reason, are not capable of being transferred to the Claimant Trust. For the avoidance of doubt, "Reorganized Debtor Assets" includes any partnership interests or shares of Managed Funds held by the Debtor but does not include the underlying portfolio assets held by the Managed Funds.

(ss) "Securities Act" means the Securities Act of 1933, as amended.

(tt) "Subordinated Beneficiaries" means the Claimant Trust Beneficiaries who hold Subordinated Claim Trust Interests.

(uu) "Subordinated Claim Trust Interests" means the subordinated interests in the Claimant Trust to be distributed to Holders of Allowed Class 9 Subordinated Claims in accordance with the Plan.

(vv) "TIA" means the Trust Indenture Act of 1939, as amended.

(ww) "Trust Interests" means collectively the General Unsecured Claim Trust Interests, Subordinated Claim Trust Interests, and Equity Trust Interests.

(xx) "Trust Register" has the meaning given to it in Section 5.4(b) hereof.

(yy) "Trustees" means collectively the Claimant Trustee and Delaware Trustee, however, it is expressly understood and agreed that the Delaware Trustee shall have none of the duties or liabilities of the Claimant Trustee.

(zz) "UBS" means collectively UBS Securities LLC and UBS AG London Branch.

(aaa) "WilmerHale" Wilmer Cutler Pickering Hale & Dorr LLP.

1.2 General Construction. As used in this Agreement, the masculine, feminine and neuter genders, and the plural and singular numbers shall be deemed to include the others in all

cases where they would apply. "Includes" and "including" are not limiting and "or" is not exclusive. References to "Articles," "Sections" and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code, the Bankruptcy Rules, or other law, statute or regulation, refer to the corresponding Articles, Sections and other subdivisions of this Agreement, and the words "herein," "hereafter" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or subdivision of this Agreement. Amounts expressed in dollars or following the symbol "$" shall be deemed to be in United States dollars. References to agreements or instruments shall be deemed to refer to such agreements or instruments as the same may be amended, supplemented, or otherwise modified in accordance with the terms thereof.

1.3 Incorporation of the Plan. The Plan is hereby incorporated into this Agreement and made a part hereof by this reference.

ARTICLE II.
ESTABLISHMENT OF THE CLAIMANT TRUST

2.1 Creation of Name of Trust.

(a) The Claimant Trust is hereby created as a statutory trust under the Delaware Statutory Trust Act and shall be called the "Highland Claimant Trust." The Claimant Trustee shall be empowered to conduct all business and hold all property constituting the Claimant Trust Assets in such name in accordance with the terms and conditions set forth herein.

(b) The Trustees shall cause to be executed and filed in the office of the Secretary of State of the State of Delaware the Certificate of Trust and agree to execute, acting solely in their capacity as Trustees, such certificates as may from time to time be required under the Delaware Statutory Trust Act or any other Delaware law.

2.2 Objectives.

(a) The Claimant Trust is established for the purpose of satisfying Allowed General Unsecured Claims and Allowed Subordinated Claims (and only to the extent provided herein, Allowed Class A Limited Partnership Interests and Class B/C Limited Partnership Interests) under the Plan, by monetizing the Claimant Trust Assets transferred to it and making distributions to the Claimant Trust Beneficiaries. The Claimant Trust shall not continue or engage in any trade or business except to the extent reasonably necessary to monetize and distribute the Claimant Trust Assets consistent with this Agreement and the Plan and act as sole member and manager of New GP LLC. The Claimant Trust shall provide a mechanism for (i) the monetization of the Claimant Trust Assets and (ii) the distribution of the proceeds thereof, net of all claims, expenses, charges, liabilities, and obligations of the Claimant Trust, to the Claimant Trust Beneficiaries in accordance with the Plan. In furtherance of this distribution objective, the Claimant Trust will, from time to time, prosecute and resolve objections to certain Claims and Interests as provided herein and in the Plan.

(b) It is intended that the Claimant Trust be classified for federal income tax purposes as a "liquidating trust" within the meaning of section 301.7701-4(d) of the Treasury Regulations. In furtherance of this objective, the Claimant Trustee shall, in his business judgment,

make continuing best efforts to (i) dispose of or monetize the Claimant Trust Assets and resolve Claims, (ii) make timely distributions, and (iii) not unduly prolong the duration of the Claimant Trust, in each case in accordance with this Agreement.

2.3 Nature and Purposes of the Claimant Trust.

(a) The Claimant Trust is organized and established as a trust for the purpose of monetizing the Claimant Trust Assets and making distributions to Claimant Trust Beneficiaries in a manner consistent with "liquidating trust" status under Treasury Regulation Section 301.7701-4(d). The Claimant Trust shall retain all rights to commence and pursue all Causes of Action of the Debtor other than (i) Estate Claims, which shall be assigned to and commenced and pursued by the Litigation Trustee pursuant to the terms of the Litigation Sub-Trust Agreement, and (ii) Causes of Action constituting Reorganized Debtor Assets, if any, which shall be commenced and pursued by the Reorganized Debtor at the direction of the Claimant Trust as sole member of New GP LLC pursuant to the terms of the Reorganized Limited Partnership Agreement. The Claimant Trust and Claimant Trustee shall have and retain, and, as applicable, assign and transfer to the Litigation Sub-Trust and Litigation Trustee, any and all rights, defenses, cross-claims and counter-claims held by the Debtor with respect to any Claim as of the Petition Date. On and after the date hereof, in accordance with and subject to the Plan, the Claimant Trustee shall have the authority to (i) compromise, settle or otherwise resolve, or withdraw any objections to Claims against the Debtor, provided, however, the Claimant Trustee shall only have the authority to compromise or settle any Employee Claim with the unanimous consent of the Oversight Board and in the absence of unanimous consent, any such Employee Claim shall be transferred to the Litigation Sub-Trust and be litigated, comprised, settled, or otherwise resolved exclusively by the Litigation Trustee and (ii) compromise, settle, or otherwise resolve any Disputed Claims without approval of the Bankruptcy Court, which authority may be shared with or transferred to the Litigation Trustee in accordance with the terms of the Litigation Sub-Trust Agreement. For the avoidance of doubt, the Claimant Trust, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable state trust law, is appointed as the successor-in-interest to, and representative of, the Debtor and its Estate for the retention, enforcement, settlement, and adjustment of all Claims other than Estate Claims, the Employee Claims, and those Claims constituting Reorganized Debtor Assets.

(b) The Claimant Trust shall be administered by the Claimant Trustee, in accordance with this Agreement, for the following purposes:

(i) to manage and monetize the Claimant Trust Assets in an expeditious but orderly manner with a view towards maximizing value within a reasonable time period;

(ii) to litigate and settle Claims in Class 8 and Class 9 (other than the Employee Claims, which shall be litigated and/or settled by the Litigation Trustee if the Oversight Board does not unanimously approve of any proposed settlement of such Employee Claim by the Claimant Trustee) and any of the Causes of Action included in the Claimant Trust Assets (including any cross-claims and counter-claims); provided, however, that Estate Claims transferred to the Litigation Sub-Trust shall be litigated and settled by the Litigation Trustee pursuant to the terms of the Litigation Sub-Trust Agreement;

(iii) to distribute net proceeds of the Claimant Trust Assets to the Claimant Trust Beneficiaries;

(iv) to distribute funds from the Disputed Claims Reserve to Holders of Trust Interests or to the Reorganized Debtor for distribution to Holders of Disputed Claims in each case in accordance with the Plan from time to time as any such Holder's Disputed Claim becomes an Allowed Claim under the Plan;

(v) to distribute funds to the Litigation Sub-Trust at the direction the Oversight Board;

(vi) to serve as the limited partner of, and to hold the limited partnership interests in, the Reorganized Debtor;

(vii) to serve as the sole member and manager of New GP LLC, the Reorganized Debtor's general partner;

(viii) to oversee the management and monetization of the Reorganized Debtor Assets pursuant to the terms of the Reorganized Limited Partnership Agreement, in its capacity as the sole member and manager of New GP LLC pursuant to the terms of the New GP LLC Documents, all with a view toward maximizing value in a reasonable time in a manner consistent with the Reorganized Debtor's fiduciary duties as investment adviser to the Managed Funds; and

(ix) to perform any other functions and take any other actions provided for or permitted by this Agreement and the Plan, and in any other agreement executed by the Claimant Trustee.

2.4 Transfer of Assets and Rights to the Claimant Trust; Litigation Sub-Trust.

(a) On the Effective Date, pursuant to the Plan, the Debtor shall irrevocably transfer, assign, and deliver, and shall be deemed to have transferred, assigned, and delivered, all Claimant Trust Assets and related Privileges held by the Debtor to the Claimant Trust free and clear of all Claims, Interests, Liens, and other encumbrances, and liabilities, except as provided in the Plan and this Agreement. To the extent certain assets comprising the Claimant Trust Assets, because of their nature or because such assets will accrue or become transferable subsequent to the Effective Date, and cannot be transferred to, vested in, and assumed by the Claimant Trust on such date, such assets shall be considered Reorganized Debtor Assets, which may be subsequently transferred to the Claimant Trust by the Reorganized Debtor consistent with the terms of the Reorganized Limited Partnership Agreement after such date.

(b) On or as soon as practicable after the Effective Date, the Claimant Trust shall irrevocably transfer, assign, and deliver, and shall be deemed to have transferred, assigned, and delivered, all Estate Claims and related Privileges held by the Claimant Trust to the Litigation Sub-Trust Trust free and clear of all Claims, Interests, Liens, and other encumbrances, and liabilities, except as provided in the Plan, this Agreement, and the Litigation Sub-Trust Agreement. Following the transfer of such Privileges, the Litigation Trustee shall have the power to waive the Privileges being so assigned and transferred.

(c) On or before the Effective Date, and continuing thereafter, the Debtor or Reorganized Debtor, as applicable, shall provide (i) for the Claimant Trustee's and Litigation Trustee's reasonable access to all records and information in the Debtor's and Reorganized Debtor's possession, custody or control, (ii) that all Privileges related to the Claimant Trust Assets shall transfer to and vest exclusively in the Claimant Trust (except for those Privileges that will be transferred and assigned to the Litigation Sub-Trust in respect of the Estate Claims), and (iii) subject to Section 3.12(c), the Debtor and Reorganized Debtor shall preserve all records and documents (including all electronic records or documents), including, but not limited to, the Debtor's file server, email server, email archiving system, master journal, SharePoint, Oracle E-Business Suite, Advent Geneva, Siepe database, Bloomberg chat data, and any backups of the foregoing, until such time as the Claimant Trustee, with the consent of the Oversight Board and, if pertaining to any of the Estate Claims, the Litigation Trustee, directs the Reorganized Debtor, as sole member of its general partner, that such records are no longer required to be preserved. For the purposes of transfer of documents, the Claimant Trust or Litigation Sub-Trust, as applicable, is an assignee and successor to the Debtor in respect of the Claimant Trust Assets and Estate Claims, respectively, and shall be treated as such in any review of confidentiality restrictions in requested documents.

(d) Until the Claimant Trust terminates pursuant to the terms hereof, legal title to the Claimant Trust Assets (other than Estate Claims) and all property contained therein shall be vested at all times in the Claimant Trust as a separate legal entity, except where applicable law in any jurisdiction requires title to any part of the Claimant Trust Assets to be vested in the Claimant Trustee, in which case title shall be deemed to be vested in the Claimant Trustee, solely in his capacity as Claimant Trustee. For purposes of such jurisdictions, the term Claimant Trust, as used herein, shall be read to mean the Claimant Trustee.

2.5 Principal Office. The principal office of the Claimant Trust shall be maintained by the Claimant Trustee at the following address: 100 Crescent Court, Suite 1850, Dallas, Texas 75201.

2.6 Acceptance. The Claimant Trustee accepts the Claimant Trust imposed by this Agreement and agrees to observe and perform that Claimant Trust, on and subject to the terms and conditions set forth herein and in the Plan.

2.7 Further Assurances. The Debtor, Reorganized Debtor, and any successors thereof will, upon reasonable request of the Claimant Trustee, execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or proper to transfer to the Claimant Trustee any portion of the Claimant Trust Assets intended to be conveyed hereby and in the Plan in the form and manner provided for hereby and in the Plan and to vest in the Claimant Trustee the powers, instruments or funds in trust hereunder.

2.8 Incidents of Ownership. The Claimant Trust Beneficiaries shall be the sole beneficiaries of the Claimant Trust and the Claimant Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized herein.

ARTICLE III.
THE TRUSTEES

3.1 Role. In furtherance of and consistent with the purpose of the Claimant Trust, the Plan, and this Agreement, the Claimant Trustee, subject to the terms and conditions contained herein, in the Plan, and in the Confirmation Order, shall serve as Claimant Trustee with respect to the Claimant Trust Assets for the benefit of the Claimant Trust Beneficiaries and maintain, manage, and take action on behalf of the Claimant Trust.

3.2 Authority.

(a) In connection with the administration of the Claimant Trust, in addition to any and all of the powers enumerated elsewhere herein, the Claimant Trustee shall, in an expeditious but orderly manner, monetize the Claimant Trust Assets, make timely distributions and not unduly prolong the duration of the Claimant Trust. The Claimant Trustee shall have the power and authority and is authorized to perform any and all acts necessary and desirable to accomplish the purposes of this Agreement and the provisions of the Plan and the Confirmation Order relating to the Claimant Trust, within the bounds of this Agreement, the Plan, the Confirmation Order, and applicable law. The Claimant Trustee will monetize the Claimant Trust Assets with a view toward maximizing value in a reasonable time.

(b) The Claimant Trustee, subject to the limitations set forth in Section 3.3 of this Agreement shall have the right to prosecute, defend, compromise, adjust, arbitrate, abandon, estimate, or otherwise deal with and settle any and all Claims and Causes of Action that are part of the Claimant Trust Assets, other than the Estate Claims transferred to the Litigation Sub-Trust, as the Claimant Trustee determines is in the best interests of the Claimant Trust; provided, however, that if the Claimant Trustee proposes a settlement of an Employee Claim and does not obtain unanimous consent of the Oversight Board of such settlement, such Employee Claim shall be transferred to the Litigation Sub-Trust for the Litigation Trustee to litigate. To the extent that any action has been taken to prosecute, defend, compromise, adjust, arbitrate, abandon, or otherwise deal with and settle any such Claims and Causes of Action prior to the Effective Date, on the Effective Date the Claimant Trustee shall be substituted for the Debtor in connection therewith in accordance with Rule 25 of the Federal Rules of Civil Procedure, made applicable by Rule 7025 of the Federal Rules of Bankruptcy Procedure, and the caption with respect to such pending action shall be changed to the following "[Claimant Trustee], not individually but solely as Claimant Trustee for the Claimant Trust, et al. v. [Defendant]".

(c) Subject in all cases to any limitations contained herein, in the Confirmation Order, or in the Plan, the Claimant Trustee shall have the power and authority to:

(i) solely as required by Section 2.4(d), hold legal title to any and all rights of the Claimant Trust and Beneficiaries in or arising from the Claimant Trust Assets, including collecting and receiving any and all money and other property belonging to the Claimant Trust and the right to vote or exercise any other right with respect to any claim or interest relating to the Claimant Trust Assets in any case under the Bankruptcy Code and receive any distribution with respect thereto;

(ii) open accounts for the Claimant Trust and make distributions of Claimant Trust Assets in accordance herewith;

(iii) as set forth in Section 3.11, exercise and perform the rights, powers, and duties held by the Debtor with respect to the Claimant Trust Assets (other than Estate Claims), including the authority under section 1123(b)(3) of the Bankruptcy Code, and shall be deemed to be acting as a representative of the Debtor's Estate with respect to the Claimant Trust Assets, including with respect to the sale, transfer, or other disposition of the Claimant Trust Assets;

(iv) settle or resolve any Claims in Class 8 and Class 9 other than the Material Claims and any Equity Interests;

(v) sell or otherwise monetize any publicly-traded asset for which there is a marketplace and any other assets (other than the Other Assets (as defined below)) valued less than or equal to $3,000,000 (over a thirty-day period);

(vi) upon the direction of the Oversight Board, fund the Litigation Sub-Trust on the Effective Date and as necessary thereafter;

(vii) exercise and perform the rights, powers, and duties arising from the Claimant Trust's role as sole member of New GP LLC, and the role of New GP LLC, as general partner of the Reorganized Debtor, including the management of the Managed Funds;

(viii) protect and enforce the rights to the Claimant Trust Assets by any method deemed appropriate, including by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(ix) obtain reasonable insurance coverage with respect to any liabilities and obligations of the Trustees, Litigation Trustee, and the Members of the Oversight Board solely in their capacities as such, in the form of fiduciary liability insurance, a directors and officers policy, an errors and omissions policy, or otherwise. The cost of any such insurance shall be a Claimant Trust Expense and paid by the Claimant Trustee from the Claimant Trust Assets;

(x) without further order of the Bankruptcy Court, but subject to the terms of this Agreement, employ various consultants, third-party service providers, and other professionals, including counsel, tax advisors, consultants, brokers, investment bankers, valuation counselors, and financial advisors, as the Claimant Trustee deems necessary to aid him in fulfilling his obligations under this Agreement; such consultants, third-party service providers, and other professionals shall be retained pursuant to whatever fee arrangement the Claimant Trustee deems appropriate, including contingency fee arrangements and any fees and expenses incurred by such professionals engaged by the Claimant Trustee shall be Claimant Trust Expenses and paid by the Claimant Trustee from the Claimant Trust Assets;

(xi) retain and approve compensation arrangements of an independent public accounting firm to perform such reviews and/or audits of the financial books and records of the Claimant Trust as may be required by this Agreement, the Plan, the Confirmation Order, and applicable laws and as may be reasonably and appropriate in Claimant Trustee's discretion. Subject to the foregoing, the Claimant Trustee may commit the Claimant Trust to, and shall pay,

such independent public accounting firm reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred, and all such compensation and reimbursement shall be paid by the Claimant Trustee from Claimant Trust Assets;

(xii) prepare and file (A) tax returns for the Claimant Trust treating the Claimant Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a), (B) an election pursuant to Treasury Regulation 1.468B-9(c) to treat the Disputed Claims Reserve as a disputed ownership fund, in which case the Claimant Trustee will file federal income tax returns and pay taxes for the Disputed Claim Reserve as a separate taxable entity, or (C) any periodic or current reports that may be required under applicable law;

(xiii) prepare and send annually to the Beneficiaries, in accordance with the tax laws, a separate statement stating a Beneficiary's interest in the Claimant Trust and its share of the Claimant Trust's income, gain, loss, deduction or credit, and to instruct all such Beneficiaries to report such items on their federal tax returns;

(xiv) to the extent applicable, assert, enforce, release, or waive any attorney-client communication, attorney work product or other Privilege or defense on behalf of the Claimant Trust (including as to any Privilege that the Debtor held prior to the Effective Date), including to provide any information to insurance carriers that the Claimant Trustee deems necessary to utilize applicable insurance coverage for any Claim or Claims;

(xv) subject to Section 3.4, invest the proceeds of the Claimant Trust Assets and all income earned by the Claimant Trust, pending any distributions in short-term certificates of deposit, in banks or other savings institutions, or other temporary, liquid investments, such as Treasury bills;

(xvi) request any appropriate tax determination with respect to the Claimant Trust, including a determination pursuant to section 505 of the Bankruptcy Code;

(xvii) take or refrain from taking any and all actions the Claimant Trustee reasonably deems necessary for the continuation, protection, and maximization of the value of the Claimant Trust Assets consistent with purposes hereof;

(xviii) take all steps and execute all instruments and documents necessary to effectuate the purpose of the Claimant Trust and the activities contemplated herein and in the Confirmation Order and the Plan, and take all actions necessary to comply with the Confirmation Order, the Plan, and this Agreement and the obligations thereunder and hereunder;

(xix) exercise such other powers and authority as may be vested in or assumed by the Claimant Trustee by any Final Order;

(xx) evaluate and determine strategy with respect to the Claimant Trust Assets, and hold, pursue, prosecute, adjust, arbitrate, compromise, release, settle or abandon the Claimant Trust Assets on behalf of the Claimant Trust; and

(xxi) with respect to the Claimant Trust Beneficiaries, perform all duties and functions of the Distribution Agent as set forth in the Plan, including distributing Cash from

the Disputed Claims Reserve, solely on account of Disputed Class 1 through Class 7 Claims that were Disputed as of the Effective Date, but become Allowed, to the Reorganization Debtor such that the Reorganized Debtor can satisfy its duties and functions as Distribution Agent with respect to Claims in Class 1 through Class 7 (the foregoing subparagraphs (i)-(xxi) being collectively, the "Authorized Acts").

(d) The Claimant Trustee and the Oversight Committee will enter into an agreement as soon as practicable after the Effective Date concerning the Claimant Trustee's authority with respect to certain other assets, including certain portfolio company assets (the "Other Assets").

(e) The Claimant Trustee has the power and authority to act as trustee of the Claimant Trust and perform the Authorized Acts through the date such Claimant Trustee resigns, is removed, or is otherwise unable to serve for any reason.

3.3 Limitation of Authority.

(a) Notwithstanding anything herein to the contrary, the Claimant Trust and the Claimant Trustee shall not (i) be authorized to engage in any trade or business, (ii) take any actions inconsistent with the management of the Claimant Trust Assets as are required or contemplated by applicable law, the Confirmation Order, the Plan, and this Agreement, (iii) take any action in contravention of the Confirmation Order, the Plan, or this Agreement, or (iv) cause New GP LLC to cause the Reorganized Debtor to take any action in contravention of the Plan, Plan Documents or the Confirmation Order.

(b) Notwithstanding anything herein to the contrary, and in no way limiting the terms of the Plan, the Claimant Trustee must receive the consent by vote of a simple majority of the Oversight Board pursuant to the notice and quorum requirements set forth in Section 4.5 herein, in order to:

(i) terminate or extend the term of the Claimant Trust;

(ii) prosecute, litigate, settle or otherwise resolve any of the Material Claims;

(iii) except otherwise set forth herein, sell or otherwise monetize any assets that are not Other Assets, including Reorganized Debtor Assets (other than with respect to the Managed Funds), that are valued greater than $3,000,000 (over a thirty-day period);

(iv) except for cash distributions made in accordance with the terms of this Agreement, make any cash distributions to Claimant Trust Beneficiaries in accordance with Article IV of the Plan;

(v) except for any distributions made in accordance with the terms of this Agreement, make any distributions from the Disputed Claims Reserve to Holders of Disputed Claims after such time that such Holder's Claim becomes an Allowed Claim under the Plan;

(vi) reserve or retain any cash or cash equivalents in an amount reasonably necessary to meet claims and contingent liabilities (including Disputed Claims and any indemnification obligations that may arise under Section 8.2 of this Agreement), to maintain the value of the Claimant Trust Assets, or to fund ongoing operations and administration of the Litigation Sub-Trust;

(vii) borrow as may be necessary to fund activities of the Claimant Trust;

(viii) determine whether the conditions under Section 5.1(c) of this Agreement have been satisfied such that a certification should be filed with the Bankruptcy Court;

(ix) invest the Claimant Trust Assets, proceeds thereof, or any income earned by the Claimant Trust (for the avoidance of doubt, this shall not apply to investment decisions made by the Reorganized Debtor or its subsidiaries solely with respect to Managed Funds);

(x) change the compensation of the Claimant Trustee;

(xi) subject to ARTICLE X, make structural changes to the Claimant Trust or take other actions to minimize any tax on the Claimant Trust Assets; and

(xii) retain counsel, experts, advisors, or any other professionals; provided, however, the Claimant Trustee shall not be required to obtain the consent of the Oversight Board for the retention of (i) PSZJ, WilmerHale, or Development Specialists, Inc. and (ii) any other professional whose expected fees and expenses are estimated at less than or equal to $200,000.

(c) [Reserved.]

3.4 Investment of Cash. The right and power of the Claimant Trustee to invest the Claimant Trust Assets, the proceeds thereof, or any income earned by the Claimant Trust, with majority approval of the Oversight Board, shall be limited to the right and power to invest in such Claimant Trust Assets only in Cash and U.S. Government securities as defined in section 29(a)(16) of the Investment Company Act; provided, however that (a) the scope of any such permissible investments shall be further limited to include only those investments that a "liquidating trust" within the meaning of Treasury Regulation Section 301.7701-4(d), may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the Internal Revenue Service ("IRS") guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise, (b) the Claimant Trustee may retain any Claimant Trust Assets received that are not Cash only for so long as may be required for the prompt and orderly monetization or other disposition of such assets, and (c) the Claimant Trustee may expend the assets of the Claimant Trust (i) as reasonably necessary to meet contingent liabilities (including indemnification and similar obligations) and maintain the value of the assets of the Claimant Trust during the pendency of this Claimant Trust, (ii) to pay Claimant Trust Expenses (including, but not limited to, any taxes imposed on the Claimant Trust and reasonable attorneys' fees and expenses in connection with litigation), and (iii) to satisfy other liabilities incurred or assumed by the Claimant Trust (or to which the assets are otherwise subject) in accordance with the Plan or this Agreement).

3.5 Binding Nature of Actions. All actions taken and determinations made by the Claimant Trustee in accordance with the provisions of this Agreement shall be final and binding upon any and all Beneficiaries.

3.6 Term of Service. The Claimant Trustee shall serve as the Claimant Trustee for the duration of the Claimant Trust, subject to death, resignation or removal.

3.7 Resignation. The Claimant Trustee may resign as Claimant Trustee of the Claimant Trust by an instrument in writing delivered to the Bankruptcy Court and Oversight Board at least thirty (30) days before the proposed effective date of resignation. The Claimant Trustee shall continue to serve as Claimant Trustee after delivery of the Claimant Trustee's resignation until the proposed effective date of such resignation, unless the Claimant Trustee and a simple majority of the Oversight Board consent to an earlier effective date, which earlier effective date shall be no earlier than the date of appointment of a successor Claimant Trustee in accordance with Section 3.9 hereof becomes effective.

3.8 Removal.

(a) The Claimant Trustee may be removed by a simple majority vote of the Oversight Board for Cause for Cause immediately upon notice thereof, or without Cause upon 60 days' prior written notice. Upon the removal of the Claimant Trustee pursuant hereto, the Claimant Trustee will resign, or be deemed to have resigned, from any role or position he or she may have at New GP LLC or the Reorganized Debtor effective upon the expiration of the foregoing 60 day period unless the Claimant Trustee and a simple majority of the Oversight Board agree otherwise.

(b) To the extent there is any dispute regarding the removal of a Claimant Trustee (including any dispute relating to any compensation or expense reimbursement due under this Agreement) the Bankruptcy Court shall retain jurisdiction to consider and adjudicate such dispute. Notwithstanding the foregoing, the Claimant Trustee will continue to serve as the Claimant Trustee after his removal until the earlier of (i) the time when a successor Claimant Trustee will become effective in accordance with Section 3.9 of this Agreement or (ii) such date as the Bankruptcy Court otherwise orders.

3.9 Appointment of Successor.

(a) Appointment of Successor. In the event of a vacancy by reason of the death or Disability (in the case of a Claimant Trustee that is a natural person), dissolution (in the case of a Claimant Trustee that is not a natural person), or removal of the Claimant Trustee, or prospective vacancy by reason of resignation, a successor Claimant Trustee shall be selected by a simple majority vote of the Oversight Board. If Members of the Oversight Board are unable to secure a majority vote, the Bankruptcy Court will determine the successor Claimant Trustee on motion of the Members. If a final decree has been entered closing the Chapter 11 Case, the Claimant Trustee may seek to reopen the Chapter 11 Case for the limited purpose of determining the successor Claimant Trustee, and the costs for such motion and costs related to re-opening the Chapter 11 Case shall be paid by the Claimant Trust. The successor Claimant Trustee shall be appointed as soon as practicable, but in any event no later than sixty (60) days after the occurrence of the

vacancy or, in the case of resignation, on the effective date of the resignation of the then acting Claimant Trustee.

(b) Vesting or Rights in Successor Claimant Trustee. Every successor Claimant Trustee appointed hereunder shall execute, acknowledge, and deliver to the Claimant Trust, the exiting Claimant Trustee, the Oversight Board, and file with the Bankruptcy Court, an instrument accepting such appointment subject to the terms and provisions hereof. The successor Claimant Trustee, without any further act, deed, or conveyance shall become vested with all the rights, powers, trusts and duties of the exiting Claimant Trustee, except that the successor Claimant Trustee shall not be liable for the acts or omissions of the retiring Claimant Trustee. In no event shall the retiring Claimant Trustee be liable for the acts or omissions of the successor Claimant Trustee.

(c) Interim Claimant Trustee. During any period in which there is a vacancy in the position of Claimant Trustee, the Oversight Board shall appoint one of its Members to serve as the interim Claimant Trustee (the "Interim Trustee") until a successor Claimant Trustee is appointed pursuant to Section 3.9(a). The Interim Trustee shall be subject to all the terms and conditions applicable to a Claimant Trustee hereunder. Such Interim Trustee shall not be limited in any manner from exercising any rights or powers as a Member of the Oversight Board merely by such Person's appointment as Interim Trustee.

3.10 Continuance of Claimant Trust. The death, resignation, or removal of the Claimant Trustee shall not operate to terminate the Claimant Trust created by this Agreement or to revoke any existing agency (other than any agency of the Claimant Trustee as the Claimant Trustee) created pursuant to the terms of this Agreement or invalidate any action taken by the Claimant Trustee. In the event of the resignation or removal of the Claimant Trustee, the Claimant Trustee shall promptly (i) execute and deliver, by the effective date of resignation or removal, such documents, instruments, records, and other writings as may be reasonably requested by his successor to effect termination of the exiting Claimant Trustee's capacity under this Agreement and the conveyance of the Claimant Trust Assets then held by the exiting Claimant Trustee to the successor Claimant Trustee; (ii) deliver to the successor Claimant Trustee all non-privileged documents, instruments, records, and other writings relating to the Claimant Trust as may be in the possession or under the control of the exiting Claimant Trustee, provided, the exiting Claimant Trustee shall have the right to make and retain copies of such documents, instruments, records and other writings delivered to the successor Claimant Trustee and the cost of making such copies shall be a Claimant Trust Expense to be paid by the Claimant Trust; and (iii) otherwise assist and cooperate in effecting the assumption of the exiting Claimant Trustee's obligations and functions by his successor, provided the fees and expenses of such assistance and cooperation shall be paid to the exiting Claimant Trustee by the Claimant Trust. The exiting Claimant Trustee shall irrevocably appoint the successor Claimant Trustee as his attorney-in-fact and agent with full power of substitution for it and its name, place and stead to do any and all acts that such exiting Claimant Trustee is obligated to perform under this Section 3.10.

3.11 Claimant Trustee as "Estate Representative". The Claimant Trustee will be the exclusive trustee of the Claimant Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code (the "Estate Representative") with respect to the Claimant

Trust Assets, with all rights and powers attendant thereto, in addition to all rights and powers granted in the Plan and in this Agreement; provided that all rights and powers as representative of the Estate pursuant to section 1123(b)(3)(B) shall be transferred to the Litigation Trustee in respect of the Estate Claims and the Employee Claims. The Claimant Trustee will be the successor-in-interest to the Debtor with respect to any action pertaining to the Claimant Trust Assets, which was or could have been commenced by the Debtor prior to the Effective Date, except as otherwise provided in the Plan or Confirmation Order. All actions, claims, rights or interest constituting Claimant Trust Assets are preserved and retained and may be enforced, or assignable to the Litigation Sub-Trust, by the Claimant Trustee as an Estate Representative.

3.12 Books and Records.

(a) The Claimant Trustee shall maintain in respect of the Claimant Trust and the Claimant Trust Beneficiaries books and records reflecting Claimant Trust Assets in its possession and the income of the Claimant Trust and payment of expenses, liabilities, and claims against or assumed by the Claimant Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the Claimant Trust and the requirements of Article VII herein. Except as otherwise provided herein, nothing in this Agreement requires the Claimant Trustee to file any accounting or seek approval of any court with respect to the administration of the Claimant Trust, or as a condition for managing any payment or distribution out of the Claimant Trust Assets.

(b) The Claimant Trustee shall provide quarterly reporting to the Oversight Board and Claimant Trust Beneficiaries of (i) the status of the Claimant Trust Assets, (ii) the balance of Cash held by the Claimant Trust (including in each of the Claimant Trust Expense Reserve and Disputed Claim Reserve), (iii) the determination and any re-determination, as applicable, of the total amount allocated to the Disputed Claim Reserve, (iv) the status of Disputed Claims and any resolutions thereof, (v) the status of any litigation, including the pursuit of the Causes of Action, (vi) the Reorganized Debtor's performance, and (vii) operating expenses; provided, however, that the Claimant Trustee may, with respect to any Member of the Oversight Board or Claimant Trust Beneficiary, redact any portion of such reports that relate to such Entity's Claim or Equity Interest, as applicable and any reporting provided to Claimant Trust Beneficiaries may be subject to such Claimant Trust Beneficiary's agreement to maintain confidentiality with respect to any non-public information.

(c) The Claimant Trustee may dispose some or all of the books and records maintained by the Claimant Trustee at the later of (i) such time as the Claimant Trustee determines, with the unanimous consent of the Oversight Board, that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Claimant Trust, or (ii) upon the termination and winding up of the Claimant Trust under Article IX of this Agreement; provided, however, the Claimant Trustee shall not dispose of any books and records related to the Estate Claims or Employee Claims without the consent of the Litigation Trustee. Notwithstanding the foregoing, the Claimant Trustee shall cause the Reorganized Debtor and its subsidiaries to retain such books and records, and for such periods, as are required to be retained pursuant to Section 204-2 of the Investment Advisers Act or any other applicable laws, rules, or regulations.

3.13 Compensation and Reimbursement; Engagement of Professionals.

(a) Compensation and Expenses.

(i) Compensation. As compensation for any services rendered by the Claimant Trustee in connection with this Agreement, the Claimant Trustee shall receive compensation of $150,000 per month (the "Base Salary"). Within the first forty-five days following the Confirmation Date, the Claimant Trustee, on the one hand, and the Committee, if prior to the Effective Date, or the Oversight Board, if on or after the Effective Date, on the other, will negotiate go-forward compensation for the Claimant Trustee which will include (a) the Base Salary, (b) a success fee, and (c) severance.

(ii) Expense Reimbursements. All reasonable out-of-pocket expenses of the Claimant Trustee in the performance of his or her duties hereunder, shall be reimbursed as Claimant Trust Expenses paid by the Claimant Trust.

(b) Professionals.

(i) Engagement of Professionals. The Claimant Trustee shall engage professionals from time to time in conjunction with the services provided hereunder. The Claimant Trustee's engagement of such professionals shall be approved by a majority of the Oversight Board as set forth in Section 3.3(b) hereof.

(ii) Fees and Expenses of Professionals. The Claimant Trustee shall pay the reasonable fees and expenses of any retained professionals as Claimant Trust Expenses.

3.14 Reliance by Claimant Trustee. Except as otherwise provided herein, the Claimant Trustee may rely, and shall be fully protected in acting or refraining from acting, on any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that the Claimant Trustee has no reason to believe to be other than genuine and to have been signed or presented by the proper party or parties or, in the case of facsimiles, to have been sent by the proper party or parties, and the Claimant Trustee may conclusively rely as to the truth of the statements and correctness of the opinions or direction expressed therein. The Claimant Trustee may consult with counsel and other professionals, and any advice of such counsel or other professionals shall constitute full and complete authorization and protection in respect of any action taken or not taken by the Claimant Trustee in accordance therewith. The Claimant Trustee shall have the right at any time to seek instructions from the Bankruptcy Court, or any other court of competent jurisdiction concerning the Claimant Trust Assets, this Agreement, the Plan, or any other document executed in connection therewith, and any such instructions given shall be full and complete authorization in respect of any action taken or not taken by the Claimant Trustee in accordance therewith. The Claimant Trust shall have the right to seek Orders from the Bankruptcy Court as set forth in Article IX of the Plan.

3.15 Commingling of Claimant Trust Assets. The Claimant Trustee shall not commingle any of the Claimant Trust Assets with his or her own property or the property of any other Person.

3.16 Delaware Trustee.

(a) The Delaware Trustee shall have the limited power and authority, and is hereby authorized and empowered, to (i) accept legal process served on the Claimant Trust in the State of Delaware; and (ii) execute any certificates that are required to be executed under the Delaware Statutory Trust Act and file such certificates in the office of the Secretary of State of the State of Delaware, and take such action or refrain from taking such action under this Agreement, in either case as may be directed in a writing delivered to the Delaware Trustee by the Claimant Trustee and upon which the Delaware Trustee shall be entitled to conclusively and exclusively rely; provided, however, that the Delaware Trustee shall not be required to take or to refrain from taking any such action if the Delaware Trustee shall believe, or shall have been advised by counsel, that such performance is likely to involve the Delaware Trustee in personal liability or to result in personal liability to the Delaware Trustee, or is contrary to the terms of this Agreement or of any document contemplated hereby to which the Claimant Trust or the Delaware Trustee is or becomes a party or is otherwise contrary to law. The Parties agree not to instruct the Delaware Trustee to take any action or to refrain from taking any action that is contrary to the terms of this Agreement or of any document contemplated hereby to which the Claimant Trust or the Delaware Trustee is or becomes party or that is otherwise contrary to law. Other than as expressly provided for in this Agreement, the Delaware Trustee shall have no duty or power to take any action for or on behalf of the Claimant Trust. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Claimant Trustee set forth herein. The Delaware Trustee shall be one of the trustees of the Claimant Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the Delaware Statutory Trust Act and for taking such actions as are required to be taken by a Delaware Trustee under the Delaware Statutory Trust Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to those expressly set forth in this Section 3.16 and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Claimant Trust, the other parties hereto or any beneficiary of the Claimant Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Agreement.

(b) The Delaware Trustee shall serve until such time as the Claimant Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Claimant Trustee in accordance with the terms hereof. The Delaware Trustee may resign at any time upon the giving of at least thirty (30) days' advance written notice to the Claimant Trustee; provided, that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Claimant Trustee in accordance with the terms hereof. If the Claimant Trustee does not act within such thirty (30) day period, the Delaware Trustee may apply to the Court of Chancery of the State of Delaware for the appointment of a successor Delaware Trustee.

(c) Upon the resignation or removal of the Delaware Trustee, the Claimant Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the

outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Delaware Statutory Trust Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Claimant Trustee and any undisputed fees, expenses and indemnity due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of its duties and obligations under this Agreement.

(d) The Delaware Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement. The Claimant Trust shall promptly advance and reimburse the Delaware Trustee for all reasonable out-of-pocket costs and expenses (including reasonable legal fees and expenses) incurred by the Delaware Trustee in connection with the performance of its duties hereunder.

(e) WTNA shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(f) Any corporation or association into which WTNA may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Delaware Trustee is a party, will be and become the successor Delaware Trustee under this Agreement and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

ARTICLE IV.
THE OVERSIGHT BOARD

4.1 Oversight Board Members. The Oversight Board will be comprised of five (5) Members appointed to serve as the board of managers of the Claimant Trust, at least two (2) of which shall be disinterested Members selected by the Creditors' Committee (such disinterested members, the "Disinterested Members"). The initial Members of the Oversight Board will be representatives of Acis, the Redeemer Committee, Meta-e Discovery, UBS, and David Pauker. David Pauker and Paul McVoy, the representative of Meta-e Discovery, shall serve as the initial Disinterested Board Members; provided, however, that if the Plan is confirmed with the Convenience Class or any other convenience class supported by the Creditors' Committee, Meta-

E Discovery and its representative will resign on the Effective Date or as soon as practicable thereafter and be replaced in accordance with Section 4.10 hereof..

4.2 Authority and Responsibilities.

(a) The Oversight Board shall, as and when requested by either of the Claimant Trustee and Litigation Trustee, or when the Members otherwise deem it to be appropriate or as is otherwise required under the Plan, the Confirmation Order, or this Agreement, consult with and advise the Claimant Trustee and Litigation Trustee as to the administration and management of the Claimant Trust and the Litigation Sub-Trust, as applicable, in accordance with the Plan, the Confirmation Order, this Agreement, and Litigation Sub-Trust Agreement (as applicable) and shall have the other responsibilities and powers as set forth herein. As set forth in the Plan, the Confirmation Order, and herein, the Oversight Board shall have the authority and responsibility to oversee, review, and govern the activities of the Claimant Trust, including the Litigation Sub-Trust, and the performance of the Claimant Trustee and Litigation Trustee, and shall have the authority to remove the Claimant Trustee in accordance with Section 3.8 hereof or the Litigation Trustee in accordance with the terms of the Litigation Sub-Trust Agreement; provided, however, that the Oversight Board may not direct either Claimant Trustee and Litigation Trustee to act inconsistently with their respective duties under this Agreement (including without limitation as set in Section 4.2(e) below), the Litigation Sub-Trust Agreement, the Plan, the Confirmation Order, or applicable law.

(b) The Oversight Board shall also (i) monitor and oversee the administration of the Claimant Trust and the Claimant Trustee's performance of his or her responsibilities under this Agreement, (ii) as more fully set forth in the Litigation Sub-Trust Agreement, approve funding to the Litigation Sub-Trust, monitor and oversee the administration of the Litigation Sub-Trust and the Litigation Trustee's performance of his responsibilities under the Litigation Sub-Trust Agreement, and (iii) perform such other tasks as are set forth herein, in the Litigation Sub-Trust Agreement, and in the Plan.

(c) The Claimant Trustee shall consult with and provide information to the Oversight Board in accordance with and pursuant to the terms of the Plan, the Confirmation Order, and this Agreement to enable the Oversight Board to meet its obligations hereunder.

(d) Notwithstanding any provision of this Agreement to the contrary, the Claimant Trustee shall not be required to (i) obtain the approval of any action by the Oversight Board to the extent that the Claimant Trustee, in good faith, reasonably determines, based on the advice of legal counsel, that such action is required to be taken by applicable law, the Plan, the Confirmation Order, or this Agreement or (ii) follow the directions of the Oversight Board to take any action the extent that the Claimant Trustee, in good faith, reasonably determines, based on the advice of legal counsel, that such action is prohibited by applicable law the Plan, the Confirmation Order, or this Agreement.

(e) Notwithstanding provision of this Agreement to the contrary, with respect to the activities of the Reorganized Debtor in its capacity as an investment adviser (and subsidiaries of the Reorganized Debtor that serve as general partner or in an equivalent capacity) to any Managed Funds, the Oversight Board shall not make investment decisions or otherwise participate

in the investment decision making process relating to any such Managed Funds, nor shall the Oversight Board or any member thereof serve as a fiduciary to any such Managed Funds. It is agreed and understood that investment decisions made by the Reorganized Debtor (or its subsidiary entities) with respect to Managed Funds shall be made by the Claimant Trustee in his capacity as an officer of the Reorganized Debtor and New GP LLC and/or such persons who serve as investment personnel of the Reorganized Debtor from time to time, and shall be subject to the fiduciary duties applicable to such entities and persons as investment adviser to such Managed Funds.

4.3 Fiduciary Duties. The Oversight Board (and each Member in its capacity as such) shall have fiduciary duties to the Claimant Trust Beneficiaries consistent with the fiduciary duties that the members of the Creditors' Committee have to unsecured creditors and shall exercise its responsibilities accordingly; provided, however, that the Oversight Board shall not owe fiduciary obligations to any Holders of Class A Limited Partnership Interests or Class B/C Limited Partnership Interests until such Holders become Claimant Trust Beneficiaries in accordance with Section 5.1(c) hereof; provided, further, that the Oversight Board shall not owe fiduciary obligations to a Holder of an Equity Trust Interest if such Holder is named as a defendant in any of the Causes of Action, including Estate Claims, in their capacities as such, it being the intent that the Oversight Board's fiduciary duties are to maximize the value of the Claimant Trust Assets, including the Causes of Action. In all circumstances, the Oversight Board shall act in the best interests of the Claimant Trust Beneficiaries and in furtherance of the purpose of the Claimant Trust. Notwithstanding anything to the contrary contained in this Agreement, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing.

4.4 Meetings of the Oversight Board. Meetings of the Oversight Board are to be held as necessary to ensure the operation of the Claimant Trust but in no event less often than quarterly. Special meetings of the Oversight Board may be held whenever and wherever called for by the Claimant Trustee or any Member; provided, however, that notice of any such meeting shall be duly given in writing no less than 48 hours prior to such meeting (such notice requirement being subject to any waiver by the Members in the minutes, if any, or other transcript, if any, of proceedings of the Oversight Board). Unless the Oversight Board decides otherwise (which decision shall rest in the reasonable discretion of the Oversight Board), the Claimant Trustee, and each of the Claimant Trustee's designated advisors may, but are not required to, attend meetings of the Oversight Board.

4.5 Unanimous Written Consent. Any action required or permitted to be taken by the Oversight Board in a meeting may be taken without a meeting if the action is taken by unanimous written consents describing the actions taken, signed by all Members and recorded. If any Member informs the Claimant Trustee (via e-mail or otherwise) that he or she objects to the decision, determination, action, or inaction proposed to be made by unanimous written consent, the Claimant Trustee must use reasonable good faith efforts to schedule a meeting on the issue to be set within 48 hours of the request or as soon thereafter as possible on which all members of the Oversight Board are available in person or by telephone. Such decision, determination, action, or inaction must then be made pursuant to the meeting protocols set forth herein.

4.6 Manner of Acting.

(a) A quorum for the transaction of business at any meeting of the Oversight Board shall consist of at least three Members (including no less than one (1) Disinterested Member); provided that if the transaction of business at a meeting would constitute a direct or indirect conflict of interest for the Redeemer Committee, Acis, and/or UBS, at least two Disinterested Members must be present for there to be a quorum. Except as set otherwise forth herein, the majority vote of the Members present at a duly called meeting at which a quorum is present throughout shall be the act of the Oversight Board except as otherwise required by law or as provided in this Agreement. Any or all of the Members may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone, video conference, or similar communications equipment by means of which all Persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition of the place) for the holding hereof. Any Member participating in a meeting by this means is deemed to be present in person at the meeting. Voting (including on negative notice) may be conducted by electronic mail or individual communications by the applicable Trustee and each Member.

(b) Any Member who is present and entitled to vote at a meeting of the Oversight Board when action is taken is deemed to have assented to the action taken, subject to the requisite vote of the Oversight Board, unless (i) such Member objects at the beginning of the meeting (or promptly upon his/her arrival) to holding or transacting business at the meeting; (ii) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) he/she delivers written notice (including by electronic or facsimile transmission) of his/her dissent or abstention to the Oversight Board before its adjournment. The right of dissent or abstention is not available to any Member of the Oversight Board who votes in favor of the action taken.

(c) Prior to a vote on any matter or issue or the taking of any action with respect to any matter or issue, each Member shall report to the Oversight Board any conflict of interest such Member has or may have with respect to the matter or issue at hand and fully disclose the nature of such conflict or potential conflict (including, without limitation, disclosing any and all financial or other pecuniary interests that such Member may have with respect to or in connection with such matter or issue, other than solely as a holder of Trust Interests). A Member who, with respect to a matter or issue, has or who may have a conflict of interest whereby such Member's interests are adverse to the interests of the Claimant Trust shall be deemed a "Conflicted Member" who shall not be entitled to vote or take part in any action with respect to such matter or issue. In the event of a Conflicted Member, the vote or action with respect to such matter or issue giving rise to such conflict shall be undertaken only by Members who are not Conflicted Members and, notwithstanding anything contained herein to the contrary, the affirmative vote of only a majority of the Members who are not Conflicted Members shall be required to approve of such matter or issue and the same shall be the act of the Oversight Board.

(d) Each of Acis, the Redeemer Committee, and UBS shall be deemed "Conflicted Members" with respect to any matter or issue related to or otherwise affecting any of their respective Claim(s) (a "Committee Member Claim Matter"). A unanimous vote of the Disinterested Members shall be required to approve of or otherwise take action with respect to any

Committee Member Claim Matter and, notwithstanding anything herein to the contrary, the same shall be the act of the Oversight Board.

4.7 Tenure of the Members of the Oversight Board. The authority of the Members of the Oversight Board will be effective as of the Effective Date and will remain and continue in full force and effect until the Claimant Trust is terminated in accordance with Article IX hereof. The Members of the Oversight Board will serve until such Member's successor is duly appointed or until such Member's earlier death or resignation pursuant to Section 4.8 below, or removal pursuant to Section 4.9 below.

4.8 Resignation. A Member of the Oversight Board may resign by giving prior written notice thereof to the Claimant Trustee and other Members. Such resignation shall become effective on the earlier to occur of (i) the day that is 90 days following the delivery of such notice, (ii) the appointment of a successor in accordance with Section 4.10 below, and (iii) such other date as may be agreed to by the Claimant Trustee and the non-resigning Members of the Oversight Board.

4.9 Removal. A majority of the Oversight Board may remove any Member for Cause or Disability. If any Committee Member has its Claim disallowed in its entirety the representative of such entity will immediately be removed as a Member without the requirement for a vote and a successor will be appointed in the manner set forth herein. Notwithstanding the foregoing, upon the termination of the Claimant Trust, any or all of the Members shall be deemed to have resigned.

4.10 Appointment of a Successor Member.

(a) In the event of a vacancy on the Oversight Board (whether by removal, death, or resignation), a new Member may be appointed to fill such position by the remaining Members acting unanimously; provided, however, that any vacancy resulting from the removal, resignation, or death of a Disinterested Member may only be filled by a disinterested Person unaffiliated with any Claimant or constituency in the Chapter 11 Case; provided, further, that if an individual serving as the representative of a Committee Member resigns from its role as representative, such resignation shall not be deemed resignation of the Committee Member itself and such Committee Member shall have the exclusive right to designate its replacement representative for the Oversight Board. The appointment of a successor Member will be further evidenced by the Claimant Trustee's filing with the Bankruptcy Court (to the extent a final decree has not been entered) and posting on the Claimant Trustee's website a notice of appointment, at the direction of the Oversight Board, which notice will include the name, address, and telephone number of the successor Member.

(b) Immediately upon the appointment of any successor Member, the successor Member shall assume all rights, powers, duties, authority, and privileges of a Member hereunder and such rights and privileges will be vested in and undertaken by the successor Member without any further act. A successor Member will not be liable personally for any act or omission of a predecessor Member.

(c) Every successor Member appointed hereunder shall execute, acknowledge, and deliver to the Claimant Trustee and other Members an instrument accepting the appointment

under this Agreement and agreeing to be bound thereto, and thereupon the successor Member without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts, and duties of a Member hereunder.

4.11 Compensation and Reimbursement of Expenses. Unless determined by the Oversight Board, no Member shall be entitled to compensation in connection with his or her service to the Oversight Board; provided, however, that a Disinterested Member shall be compensated in a manner and amount initially set by the other Members and as thereafter amended from time to time by agreement between the Oversight Board and the Disinterested Member. Notwithstanding the foregoing, the Claimant Trustee will reimburse the Members for all reasonable and documented out-of-pocket expenses incurred by the Members in connection with the performance of their duties hereunder (which shall not include fees, costs, and expenses of legal counsel).

4.12 Confidentiality. Each Member shall, during the period that such Member serves as a Member under this Agreement and following the termination of this Agreement or following such Member's removal or resignation, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any Person to which any of the Claimant Trust Assets relates or of which such Member has become aware in the Member's capacity as a Member ("Confidential Trust Information"), except as otherwise required by law. For the avoidance of doubt, a Member's Affiliates, employer, and employer's Affiliates (and collectively with such Persons' directors, officers, partners, principals and employees, "Member Affiliates") shall not be deemed to have received Confidential Trust Information solely due to the fact that a Member has received Confidential Trust Information in his or her capacity as a Member of the Oversight Board and to the extent that (a) a Member does not disclose any Confidential Trust Information to a Member Affiliate, (b) the business activities of such Member Affiliates are conducted without reference to, and without use of, Confidential Trust Information, and (c) no Member Affiliate is otherwise directed to take, or takes on behalf of a Member or Member Affiliate, any actions that are contrary to the terms of this Section 4.12.

ARTICLE V.
TRUST INTERESTS

5.1 Claimant Trust Interests.

(a) General Unsecured Claim Trust Interests. On the date hereof, or on the date such Claim becomes Allowed under the Plan, the Claimant Trust shall issue General Unsecured Claim Trust Interests to Holders of Allowed Class 8 General Unsecured Claims (the "GUC Beneficiaries"). The Claimant Trustee shall allocate to each Holder of an Allowed Class 8 General Unsecured Claim a General Unsecured Claim Trust Interest equal to the ratio that the amount of each Holder's Allowed Class 8 Claim bears to the total amount of the Allowed Class 8 Claims. The General Unsecured Claim Trust Interests shall be entitled to distributions from the Claimant Trust Assets in accordance with the terms of the Plan and this Agreement.

(b) Subordinated Claim Trust Interests. On the date hereof, or on the date such Claim becomes Allowed under the Plan, the Claimant Trust shall issue Subordinated Claim Trust Interests to Holders of Class 9 Subordinated Claims (the "Subordinated Beneficiaries"). The

Claimant Trustee shall allocate to each Holder of an Allowed Class 9 Subordinated Claim a Subordinated Claim Trust Interest equal to the ratio that the amount of each Holder's Allowed Class 9 Claim bears to the total of amount of the Allowed Class 9. The Subordinated Trust Interests shall be subordinated in right and priority to the General Unsecured Claim Trust Interests. The Subordinated Beneficiaries shall only be entitled to distributions from the Claimant Trust Assets after each GUC Beneficiary has been repaid in full with applicable interest on account of such GUC Beneficiary's Allowed General Unsecured Claim, and all Disputed General Unsecured Claims have been resolved, in accordance with the terms of the Plan and this Agreement.

(c) Contingent Trust Interests. On the date hereof, or on the date such Interest becomes Allowed under the Plan, the Claimant Trust shall issue Contingent Interests to Holders of Allowed Class 10 Class B/C Limited Partnership Interests and Holders of Allowed Class 11 Class A Limited Partnership Interests (collectively, the "Equity Holders"). The Claimant Trustee shall allocate to each Holder of Allowed Class 10 Class B/C Limited Partnership Interests and each Holder of Allowed Class 11 Class A Limited Partnership Interests a Contingent Trust Interest equal to the ratio that the amount of each Holder's Allowed Class 10 or Class 11 Interest bears to the total amount of the Allowed Class 10 or Class 11 Interests, as applicable, under the Plan. Contingent Trust Interests shall not vest, and the Equity Holders shall not have any rights under this Agreement, unless and until the Claimant Trustee files with the Bankruptcy Court a certification that all GUC Beneficiaries have been paid indefeasibly in full, including, to the extent applicable, all accrued and unpaid post-petition interest consistent with the Plan and all Disputed Claims have been resolved (the "GUC Payment Certification"). Equity Holders will only be deemed "Beneficiaries" under this Agreement upon the filing of a GUC Payment Certification with the Bankruptcy Court, at which time the Contingent Trust Interests will vest and be deemed "Equity Trust Interests." The Equity Trust Interests shall be subordinated in right and priority to Subordinated Trust Interests, and distributions on account thereof shall only be made if and when Subordinated Beneficiaries have been repaid in full on account of such Subordinated Beneficiary's Allowed Subordinated Claim, in accordance with the terms of the Plan, the Confirmation Order, and this Agreement. The Equity Trust Interests distributed to Allowed Holders of Class A Limited Partnership Interests shall be subordinated to the Equity Trust Interests distributed to Allowed Holders of Class B/C Limited Partnership Interests.

5.2 Interests Beneficial Only. The ownership of the beneficial interests in the Claimant Trust shall not entitle the Claimant Trust Beneficiaries to any title in or to the Claimant Trust Assets (which title shall be vested in the Claimant Trust) or to any right to call for a partition or division of the Claimant Trust Assets or to require an accounting. No Claimant Trust Beneficiary shall have any governance right or other wright to direct Claimant Trust activities.

5.3 Transferability of Trust Interests. No transfer, assignment, pledge, hypothecation, or other disposition of a Trust Interest may be effected until (i) such action is unanimously approved by the Oversight Board, (ii) the Claimant Trustee and Oversight Board have received such legal advice or other information that they, in their sole and absolute discretion, deem necessary to assure that any such disposition shall not cause the Claimant Trust to be subject to entity-level taxation for U.S. federal income tax purposes, and (iii) either (x) the Claimant Trustee and Oversight Board, acting unanimously, have received such legal advice or other information that they, in their sole and absolute discretion, deem necessary or appropriate to assure that any such disposition shall not (a) require the Claimant Trust to comply with the registration and/or

reporting requirements of the Securities Act, the Exchange Act, the TIA, or the Investment Company Act or (b) cause any adverse effect under the Investment Advisers Act, or (y) the Oversight Board, acting unanimously, has determined, in its sole and absolute discretion, to cause the Claimant Trust to become a public reporting company and/or make periodic reports under the Exchange Act (provided that it is not required to register under the Investment Company Act or register its securities under the Securities Act) to enable such disposition to be made. In the event that any such disposition is allowed, the Oversight Board and the Claimant Trustee may add such restrictions upon such disposition and other terms of this Agreement as are deemed necessary or appropriate by the Claimant Trustee, with the advice of counsel, to permit or facilitate such disposition under applicable securities and other laws.

5.4 Registry of Trust Interests.

(a) Registrar. The Claimant Trustee shall appoint a registrar, which may be the Claimant Trustee (the "Registrar"), for the purpose of recording ownership of the Trust Interests as provided herein. The Registrar, if other than the Claimant Trustee, shall be an institution or person acceptable to the Oversight Board. For its services hereunder, the Registrar, unless it is the Claimant Trustee, shall be entitled to receive reasonable compensation from the Claimant Trust as a Claimant Trust Expense.

(b) Trust Register. The Claimant Trustee shall cause to be kept at the office of the Registrar, or at such other place or places as shall be designated by the Registrar from time to time, a registry of the Claimant Trust Beneficiaries and the Equity Holders (the "Trust Register"), which shall be maintained pursuant to such reasonable regulations as the Claimant Trustee and the Registrar may prescribe.

(c) Access to Register by Beneficiaries. The Claimant Trust Beneficiaries and their duly authorized representatives shall have the right, upon reasonable prior written notice to the Claimant Trustee, and in accordance with reasonable regulations prescribed by the Claimant Trustee, to inspect and, at the expense of the Claimant Trust Beneficiary make copies of the Trust Register, in each case for a purpose reasonable and related to such Claimant Trust Beneficiary's Trust Interest.

5.5 Exemption from Registration. The Parties hereto intend that the rights of the Claimant Trust Beneficiaries arising under this Claimant Trust shall not be "securities" under applicable laws, but none of the Parties represent or warrant that such rights shall not be securities or shall not be entitled to exemption from registration under the applicable securities laws. The Oversight Board, acting unanimously, and Claimant Trustee may amend this Agreement in accordance with Article IX hereof to make such changes as are deemed necessary or appropriate with the advice of counsel, to ensure that the Claimant Trust is not subject to registration and/or reporting requirements of the Securities Act, the Exchange Act, the TIA, or the Investment Company Act. The Trust Interests shall not have consent or voting rights or otherwise confer on the Claimant Trust Beneficiaries any rights similar to the rights of a shareholder of a corporation in respect of any actions taken or to be taken, or decisions made or to be made, by the Oversight Board and/or the Claimant Trustee under this Agreement.

5.6 Absolute Owners. The Claimant Trustee may deem and treat the Claimant Trust Beneficiary of record as determined pursuant to this Article 5 as the absolute owner of such Trust Interests for the purpose of receiving distributions and payment thereon or on account thereof and for all other purposes whatsoever.

5.7 Effect of Death, Incapacity, or Bankruptcy. The death, incapacity, or bankruptcy of any Claimant Trust Beneficiary during the term of the Claimant Trust shall not (i) entitle the representatives or creditors of the deceased Beneficiary to any additional rights under this Agreement, or (ii) otherwise affect the rights and obligations of any of other Claimant Trust Beneficiary under this Agreement.

5.8 Change of Address. Any Claimant Trust Beneficiary may, after the Effective Date, select an alternative distribution address by providing notice to the Claimant Trustee identifying such alternative distribution address. Such notification shall be effective only upon receipt by the Claimant Trustee. Absent actual receipt of such notice by the Claimant Trustee, the Claimant Trustee shall not recognize any such change of distribution address.

5.9 Standing. No Claimant Trust Beneficiary shall have standing to direct the Claimant Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any party upon or with respect to the Claimant Trust Assets. No Claimant Trust Beneficiary shall have any direct interest in or to any of the Claimant Trust Assets.

5.10 Limitations on Rights of Claimant Trust Beneficiaries.

(a) The Claimant Trust Beneficiaries shall have no rights other than those set forth in this Agreement, the Confirmation Order, or the Plan (including any Plan Supplement documents incorporated therein).

(b) In any action taken by a Claimant Trust Beneficiary against the Claimant Trust, a current or former Trustee, or a current or former Member, in their capacity as such, the prevailing party will be entitled to reimbursement of attorneys' fees and other costs; provided, however, that any fees and costs shall be borne by the Claimant Trust on behalf of any such Trustee or Member, as set forth herein.

(c) A Claimant Trust Beneficiary who brings any action against the Claimant Trust, a current or former Trustee, or a current or former Member, in their capacity as such, may be required by order of the Bankruptcy Court to post a bond ensuring that the full costs of a legal defense can be reimbursed. A request for such bond can be made by the Claimant Trust or by Claimant Trust Beneficiaries constituting in the aggregate at least 50% of the most senior class of Claimant Trust Interests.

(d) Any action brought by a Claimant Trust Beneficiary must be brought in the United States Bankruptcy Court for the Northern District of Texas. Claimant Trust Beneficiaries are deemed to have waived any right to a trial by jury

(e) The rights of Claimant Trust Beneficiaries to bring any action against the Claimant Trust, a current or former Trustee, or current or former Member, in their capacity as such, shall not survive the final distribution by the Claimant Trust.

ARTICLE VI.
DISTRIBUTIONS

6.1 Distributions.

(a) Notwithstanding anything to the contrary contained herein, the Claimant Trustee shall distribute to holders of Trust Interests at least annually the Cash on hand net of any amounts that (a) are reasonably necessary to maintain the value of the Claimant Trust Assets pending their monetization or other disposition during the term of the Claimant Trust, (b) are necessary to pay or reserve for reasonably incurred or anticipated Claimant Trust Expenses and any other expenses incurred by the Claimant Trust (including, but not limited to, any taxes imposed on or payable by the Claimant Trustee with respect to the Claimant Trust Assets), (c) are necessary to pay or reserve for the anticipated costs and expenses of the Litigation Sub-Trust, (d) are necessary to satisfy or reserve for other liabilities incurred or anticipated by the Claimant Trustee in accordance with the Plan and this Agreement (including, but not limited to, indemnification obligations and similar expenses in such amounts and for such period of time as the Claimant Trustee determines, in good faith, may be necessary and appropriate, which determination shall not be subject to consent of the Oversight Board, may not be modified without the express written consent of the Claimant Trustee, and shall survive termination of the Claimant Trustee), (e) are necessary to maintain the Disputed Claims Reserve, and (f) are necessary to pay Allowed Claims in Class 1 through Class 7. Notwithstanding anything to the contrary contained in this paragraph, the Claimant Trustee shall exercise reasonable efforts to make initial distributions within six months of the Effective Date, and the Oversight Board may not prevent such initial distributions unless upon a unanimous vote of the Oversight Board. The Claimant Trustee may otherwise distribute all Claimant Trust Assets on behalf of the Claimant Trust in accordance with this Agreement and the Plan at such time or times as the Claimant Trustee is directed by the Oversight Board.

(b) At the request of the Reorganized Debtor, subject in all respects to the provisions of this Agreement, the Claimant Trustee shall distribute Cash to the Reorganized Debtor, as Distribution Agent with respect to Claims in Class 1 through 7, sufficient to satisfy Allowed Claims in Class 1 through Class 7.

(c) All proceeds of Claimant Trust Assets shall be distributed in accordance with the Plan and this Agreement.

6.2 Manner of Payment or Distribution. All distributions made by the Claimant Trustee on behalf of the Claimant Trust to the Claimant Trust Beneficiaries shall be payable by the Claimant Trustee directly to the Claimant Trust Beneficiaries of record as of the twentieth (20th) day prior to the date scheduled for the distribution, unless such day is not a Business Day, then such date or the distribution shall be the following Business Day, but such distribution shall be deemed to have been completed as of the required date.

6.3 Delivery of Distributions. All distributions under this Agreement to any Claimant Trust Beneficiary shall be made, as applicable, at the address of such Claimant Trust Beneficiary (a) as set forth on the Schedules filed with the Bankruptcy Court or (b) on the books and records

of the Debtor or their agents, as applicable, unless the Claimant Trustee has been notified in writing of a change of address pursuant to Section 5.6 hereof.

6.4 Disputed Claims Reserves. There will be no distributions under this Agreement or the Plan on account of Disputed Claims pending Allowance. The Claimant Trustee will maintain a Disputed Claims Reserve as set forth in the Plan and will make distributions from the Disputed Claims Reserve as set forth in the Plan.

6.5 Undeliverable Distributions and Unclaimed Property. All undeliverable distributions and unclaimed property shall be treated in the manner set forth in the Plan.

6.6 *De Minimis* Distributions. Distributions with a value of less than $100 will be treated in accordance with the Plan.

6.7 United States Claimant Trustee Fees and Reports. **After the Effective Date, the Claimant Trust shall pay as a Claimant Trust Expense, all fees incurred under 28 U.S.C. § 1930(a)(6) by reason of the Claimant Trust's disbursements until the Chapter 11 Case is closed. After the Effective Date, the Claimant Trust shall prepare and serve on the Office of the United States Trustee such quarterly disbursement reports for the Claimant Trust as required by the Office of the United States Trustee Office for as long as the Chapter 11 Case remains open.**

ARTICLE VII.
TAX MATTERS

7.1 Tax Treatment and Tax Returns.

(a) It is intended for the initial transfer of the Claimant Trust Assets to the Claimant Trust to be treated as a grantor trust for federal income tax purposes (and foreign, state, and local income tax purposes where applicable) as if the Debtor transferred the Claimant Trust Assets (other than the amounts set aside in the Disputed Claim Reserve, if the Claimant Trustee makes the election described below) to the Claimant Trust Beneficiaries and then, immediately thereafter, the Claimant Trust Beneficiaries transferred the Claimant Trust Assets to the Claimant Trust. Consistent with such treatment, (i) it is intended that the Claimant Trust will be treated as a grantor trust for federal income tax purposes (and foreign, state, and local income tax purposes where applicable), (ii) it is intended that the Claimant Trust Beneficiaries will be treated as the grantors of the Claimant Trust and owners of their respective share of the Claimant Trust Assets for federal income tax purposes (and foreign, state, and local income tax purposes where applicable). The Claimant Trustee shall file all federal income tax returns (and foreign, state, and local income tax returns where applicable) for the Claimant Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a).

(b) The Claimant Trustee shall determine the fair market value of the Claimant Trust Assets as of the Effective Date and notify the applicable Beneficiaries of such valuation, and such valuation shall be used consistently by all parties for all federal income tax purposes.

(c) The Claimant Trustee may file an election pursuant to Treasury Regulation 1.468B-9(c) to treat the Disputed Claims Reserve as a disputed ownership fund, in which case the

Claimant Trustee will file federal income tax returns and pay taxes for the Disputed Claim Reserve as a separate taxable entity.

7.2 Withholding. The Claimant Trustee may withhold from any amount distributed from the Claimant Trust to any Claimant Trust Beneficiary such sum or sums as are required to be withheld under the income tax laws of the United States or of any state or political subdivision thereof. Any amounts withheld pursuant hereto shall be deemed to have been distributed to and received by the applicable Beneficiary. As a condition to receiving any distribution from the Claimant Trust, the Claimant Trustee may require that the Beneficiary provide such holder's taxpayer identification number and such other information and certification as may be deemed necessary for the Claimant Trustee to comply with applicable tax reporting and withholding laws. If a Beneficiary fails to comply with such a request within one year, such distribution shall be deemed an unclaimed distribution and treated in accordance with Section 6.5(b) of this Agreement.

ARTICLE VIII.
STANDARD OF CARE AND INDEMNIFICATION

8.1 Standard of Care. None of the Claimant Trustee, acting in his capacity as the Claimant Trustee or in any other capacity contemplated by this Agreement or the Plan, the Delaware Trustee, acting in its capacity as Delaware Trustee, the Oversight Board, or any current or any individual Member, solely in their capacity as Members of the Oversight Board, shall be personally liable to the Claimant Trust or to any Person (including any Claimant Trust Beneficiary) in connection with the affairs of the Claimant Trust, unless it is ultimately determined by order of the Bankruptcy Court or, if the Bankruptcy Court either declines to exercise jurisdiction over such action, or cannot exercise jurisdiction over such action, such other court of competent jurisdiction that the acts or omissions of any such Claimant Trustee, Delaware Trustee, Oversight Board, or Member constituted fraud, willful misconduct, or gross negligence. The employees, agents and professionals retained by the Claimant Trust, the Claimant Trustee, Delaware Trustee, Oversight Board, or individual Member shall not be personally liable to the Claimant Trust or any other Person in connection with the affairs of the Claimant Trust, unless it is ultimately determined by order of the Bankruptcy Court or, if the Bankruptcy Court either declines to exercise jurisdiction over such action, or cannot exercise jurisdiction over such action, such other court of competent jurisdiction that such acts or omissions by such employee, agent, or professional constituted willful fraud, willful misconduct or gross negligence. None of the Claimant Trustee, Delaware Trustee, Oversight Board, or any Member shall be personally liable to the Claimant Trust or to any Person for the acts or omissions of any employee, agent or professional of the Claimant Trust or Claimant Trustee taken or not taken in good faith reliance on the advice of professionals or, as applicable, with the approval of the Bankruptcy Court, unless it is ultimately determined by order of the Bankruptcy Court or, if the Bankruptcy Court either declines to exercise jurisdiction over such action, or cannot exercise jurisdiction over such action, such other court of competent jurisdiction that the Claimant Trustee, Delaware Trustee, Oversight Board, or Member acted with gross negligence or willful misconduct in the selection, retention, or supervision of such employee, agent or professional of the Claimant Trust.

8.2 Indemnification. The Claimant Trustee (including each former Claimant Trustee), WTNA in its individual capacity and as Delaware Trustee, the Oversight Board, and all past and present Members (collectively, in their capacities as such, the "Indemnified Parties") shall be

indemnified by the Claimant Trust against and held harmless by the Claimant Trust from any losses, claims, damages, liabilities or expenses (including, without limitation, attorneys' fees, disbursements, and related expenses) to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against any of the Indemnified Parties in their capacity as Claimant Trustee, Delaware Trustee, Oversight Board, or Member, or in connection with any matter arising out of or related to the Plan, this Agreement, or the affairs of the Claimant Trust, unless it is ultimately determined by order of the Bankruptcy Court or other court of competent jurisdiction that the Indemnified Party's acts or omissions constituted willful fraud, willful misconduct, or gross negligence. If the Indemnified Party becomes involved in any action, proceeding, or investigation in connection with any matter arising out of or in connection with the Plan, this Agreement or the affairs of the Claimant Trust for which an indemnification obligation could arise, the Indemnified Party shall promptly notify the Claimant Trustee and/or Oversight Board, as applicable; provided, however, that the failure of an Indemnified Party to promptly notify the Claimant Trustee and/or Oversight Board of an indemnification obligation will not excuse the Claimant Trust from indemnifying the Indemnified Party unless such delay has caused the Claimant Trust material harm. The Claimant Trust shall pay, advance or otherwise reimburse on demand of an Indemnified Party the Indemnified Party's reasonable legal and other defense expenses (including, without limitation, the cost of any investigation and preparation and attorney fees, disbursements, and other expenses related to any claim that has been brought or threatened to be brought) incurred in connection therewith or in connection with enforcing his or her rights under this Section 8.2 as a Claimant Trust Expense, and the Claimant Trust shall not refuse to make any payments to the Indemnified Party on the assertion that the Indemnified Party engaged in willful misconduct or acted in bad faith; provided that the Indemnified Party shall be required to repay promptly to the Claimant Trust the amount of any such advanced or reimbursed expenses paid to the Indemnified Party to the extent that it shall be ultimately determined by Final Order that the Indemnified Party engaged in willful fraud, willful misconduct, or gross negligence in connection with the affairs of the Claimant Trust with respect to which such expenses were paid; provided, further, that any such repayment obligation shall be unsecured and interest free. The Claimant Trust shall indemnify and hold harmless the employees, agents and professionals of the Claimant Trust and Indemnified Parties to the same extent as provided in this Section 8.2 for the Indemnified Parties. For the avoidance of doubt, the provisions of this Section 8.2 shall remain available to any former Claimant Trustee, WTNA in its individual capacity and as Delaware Trustee, or Member or the estate of any decedent Claimant Trustee or Member, solely in their capacities as such. The indemnification provided hereby shall be a Claimant Trust Expense and shall not be deemed exclusive of any other rights to which the Indemnified Party may now or in the future be entitled to under the Plan or any applicable insurance policy. The failure of the Claimant Trust to pay or reimburse an Indemnified Party as required under this Section 8.2 shall constitute irreparable harm to the Indemnified Party and such Indemnified Party shall be entitled to specific performance of the obligations herein. The terms of this Section 8.2 shall survive the termination of this Agreement and the resignation or removal of any Indemnified Party.

8.3 No Personal Liability. Except as otherwise provided herein, neither of the Trustees nor Members of the Oversight Board shall be subject to any personal liability whatsoever, whether in tort, contract, or otherwise, to any Person in connection with the affairs of the Claimant Trust to the fullest extent provided under Section 3803 of the Delaware Statutory Trust Act, and all Persons asserting claims against the Claimant Trustee, Litigation Trustee, or any Members, or

otherwise asserting claims of any nature in connection with the affairs of the Claimant Trust, shall look solely to the Claimant Trust Assets for satisfaction of any such claims.

8.4 Other Protections. To the extent applicable and not otherwise addressed herein, the provisions and protections set forth in Article IX of the Plan will apply to the Claimant Trust, the Claimant Trustee, the Litigation Trustee, and the Members.

ARTICLE IX.
TERMINATION

9.1 Duration. The Trustees, the Claimant Trust, and the Oversight Board shall be discharged or dissolved, as the case may be, at such time as: (a) the Litigation Trustee determines that the pursuit of Estate Claims is not likely to yield sufficient additional proceeds to justify further pursuit of such Estate Claims, (b) the Claimant Trustee determines that the pursuit of Causes of Action (other than Estate Claims) is not likely to yield sufficient additional proceeds to justify further pursuit of such Causes of Action, (c) the Clamant Trustee determines that the pursuit of sales of other Claimant Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit of such sales of Claimant Trust Assets, (d) all objections to Disputed Claims and Equity Interests are fully resolved, (e) the Reorganized Debtor is dissolved, and (f) all Distributions required to be made by the Claimant Trustee to the Claimant Trust Beneficiaries under the Plan have been made, but in no event shall the Claimant Trust be dissolved later than three years from the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such third anniversary (and, in the event of further extension, by order of the Bankruptcy Court, upon motion made at least six months before the end of the preceding extension), determines that a fixed period extension (not to exceed two years, together with any prior extensions) is necessary to facilitate or complete the recovery on, and liquidation of, the Claimant Trust Assets.

9.2 Distributions in Kind. Upon dissolution of the Claimant Trust, any remaining Claimant Trust Assets that exceed the amounts required to be paid under the Plan will be transferred (in the sole discretion of the Claimant Trustee) in Cash or in-kind to the Holders of the Claimant Trust Interests as provided in the Claimant Trust Agreement.

9.3 Continuance of the Claimant Trustee for Winding Up. After dissolution of the Claimant Trust and for purpose of liquidating and winding up the affairs of the Claimant Trust, the Claimant Trustee shall continue to act as such until the Claimant Trustee's duties have been fully performed. Prior to the final distribution of all remaining Claimant Trust Assets, the Claimant Trustee shall be entitled to reserve from such assets any and all amounts required to provide for the Claimant Trustee's own costs and expenses, including a reserve to fund any potential indemnification or similar obligations of the Claimant Trust, until such time as the winding up of the Claimant Trust is completed. Upon the dissolution of the Claimant Trust and completion of the winding up of the assets, liabilities and affairs of the Claimant Trust pursuant to the Delaware Statutory Trust Act, the Claimant Trustee shall prepare, execute and file a certificate of cancellation with the State of Delaware to terminate the Claimant Trust pursuant to Section 3810 of the Delaware Statutory Trust Act (such date upon which the certificate of cancellation is filed shall be referred to as the "Termination Date"). If the Delaware Trustee's signature is required for purposes of filing such certificate of cancellation, the Claimant Trustee shall provide the Delaware

Trustee with written direction to execute such certificate of cancellation, and the Delaware Trustee shall be entitled to conclusively and exclusively rely upon such written direction without further inquiry. Upon the Termination date, the Claimant Trustee shall retain for a period of two (2) years, as a Claimant Trust Expense, the books, records, Claimant Trust Beneficiary lists, and certificated and other documents and files that have been delivered to or created by the Claimant Trustee. At the Claimant Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after two (2) years from the Termination Date.

9.4 Termination of Duties. Except as otherwise specifically provided herein, upon the Termination Date of the Claimant Trust, the Claimant Trustee, the Oversight Board and its Members shall have no further duties or obligations hereunder.

9.5 No Survival. The rights of Claimant Trust Beneficiaries hereunder shall not survive the Termination Date, provided that such Claimant Trust Beneficiaries are provided with notice of such Termination Date.

ARTICLE X.
AMENDMENTS AND WAIVER

The Claimant Trustee, with the consent of a simple majority of the Oversight Board, may amend this Agreement to correct or clarify any non-material provisions. This Agreement may not otherwise be amended, supplemented, otherwise modified, or waived in any respect except by an instrument in writing signed by the Claimant Trustee and with the unanimous approval of the Oversight Board, and the approval of the Bankruptcy Court, after notice and a hearing; provided that the Claimant Trustee must provide the Oversight Board with prior written notice of any non-material amendments, supplements, modifications, or waivers of this Agreement. No amendment or waiver of this Agreement that adversely affects the Delaware Trustee shall be effective unless the Delaware Trustee has consented thereto in writing in its sole and absolute discretion.

ARTICLE XI.
MISCELLANEOUS

11.1 Trust Irrevocable. Except as set forth in this Agreement, establishment of the Claimant Trust by this Agreement shall be irrevocable and shall not be subject to revocation, cancellation or rescission by the Claimant Trust Beneficiaries.

11.2 Bankruptcy of Claimant Trust Beneficiaries. The dissolution, termination, bankruptcy, insolvency or other similar incapacity of any Claimant Trust Beneficiary shall not permit any creditor, trustee, or any other Claimant Trust Beneficiary to obtain possession of, or exercise legal or equitable remedies with respect to, the Claimant Trust Assets.

11.3 Claimant Trust Beneficiaries have No Legal Title to Claimant Trust Assets. No Claimant Trust Beneficiary shall have legal title to any part of the Claimant Trust Assets.

11.4 Agreement for Benefit of Parties Only. Nothing herein, whether expressed or implied, shall be construed to give any Person other than the Claimant Trustee, Oversight Board, and the Claimant Trust Beneficiaries any legal or equitable right, remedy or claim under or in

respect of this Agreement. The Claimant Trust Assets shall be held for the sole and exclusive benefit of the Claimant Trust Beneficiaries.

11.5 Notices. All notices, directions, instructions, confirmations, consents and requests required or permitted by the terms hereof shall, unless otherwise specifically provided herein, be in writing and shall be sent by first class mail, facsimile, overnight mail or in the case of mailing to a non-United States address, air mail, postage prepaid, addressed to:

(a) If to the Claimant Trustee:

Claimant Trustee
c/o Highland Capital Management, L.P.
100 Crescent Court, Suite 1850
Dallas, Texas 75201

With a copy to:

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd, 13th Floor
Los Angeles, CA 90067
Attn: Jeffrey Pomerantz (jpomerantz@pszjlaw.com)
Ira Kharasch (ikharasch@pszjlaw.com)
Gregory Demo (gdemo@pszjlaw.com)

(b) If to the Delaware Trustee:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890
Attn: Corporate Trust Administration/David Young
Email: nmarlett@wilmingtontrust.com
Phone: (302) 636-6728
Fax: (302) 636-4145

Notice mailed shall be effective on the date mailed or sent. Any Person may change the address at which it is to receive notices under this Agreement by furnishing written notice pursuant to the provisions of this Section 11.5 to the entity to be charged with knowledge of such change.

11.6 Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in another jurisdiction.

11.7 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

11.8 Binding Effect, etc. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Claimant Trust, the Claimant Trustee, and the Claimant Trust Beneficiaries, and their respective successors and assigns. Any notice, direction, consent, waiver or other instrument or action by any Claimant Trust Beneficiary shall bind its successors and assigns.

11.9 Headings; References. The headings of the various Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

11.10 Governing Law. This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State of Delaware, including all matters of constructions, validity and performance.

11.11 Consent to Jurisdiction. Each of the parties hereto, each Member (solely in their capacity as Members of the Oversight Board), and each Claimant Trust Beneficiary consents and submits to the exclusive jurisdiction of the Bankruptcy Court for any action or proceeding instituted for the enforcement and construction of any right, remedy, obligation, or liability arising under or by reason of this Agreement, the Plan or any act or omission of the Claimant Trustee (acting in his capacity as the Claimant Trustee or in any other capacity contemplated by this Agreement or the Plan), Litigation Trustee (acting in his capacity as the Litigation Trustee or in any other capacity contemplated by this Agreement or the Plan), the Oversight Board. or any individual Member (solely in their capacity as Members of the Oversight Board); *provided, however*, that if the Bankruptcy Court either declines to exercise jurisdiction over such action or cannot exercise jurisdiction over such action, such action may be brought in the state or federal courts located in the Northern District of Texas.

11.12 Transferee Liabilities. The Claimant Trust shall have no liability for, and the Claimant Trust Assets shall not be subject to, any claim arising by, through or under the Debtor except as expressly set forth in the Plan or in this Agreement. In no event shall the Claimant Trustee or the Claimant Trust Beneficiaries have any personal liability for such claims. If any liability shall be asserted against the Claimant Trust or the Claimant Trustee as the transferee of the Claimant Trust Assets on account of any claimed liability of, through or under the Debtor or Reorganized Debtor, the Claimant Trustee may use such part of the Claimant Trust Assets as may be necessary to contest any such claimed liability and to pay, compromise, settle or discharge same on terms reasonably satisfactory to the Claimant Trustee as a Claimant Trust Expense.

[Remainder of Page Intentionally Blank]

IN WITNESS HEREOF, the parties hereto have caused this Claimant Trust Agreement to be duly executed by their respective officers thereunto duly authorized on the day and year first written above.

Highland Capital Management, L.P.

By: _____
James P. Seery, Jr.
Chief Executive Officer and
Chief Restructuring Officer

Claimant Trustee

By: _____
James P. Seery, Jr., not individually but solely in his capacity as the Claimant Trustee

Wilmington Trust, National Association,
as Delaware Trustee

By: _____
Name: Neumann Marlett
Title: Bank Officer

EXECUTION VERSION

LITIGATION SUB-TRUST AGREEMENT

This Litigation Sub-Trust Agreement, effective as of August 16, 2021 (as may be amended, supplemented, or otherwise modified in accordance with the terms hereof, this "Agreement"), by and among James P. Seery, Jr., as trustee of the Highland Claimant Trust (the "Claimant Trustee"), Wilmington Trust, National Association, a national banking association ("WTNA"), as Delaware Trustee (in such capacity hereunder, and not in its individual capacity, the "Delaware Trustee"), and Marc S. Kirschner as trustee (the "Litigation Trustee," and together with the Claimant Trustee and Delaware Trustee, the "Parties") of the Litigation Sub-Trust for the benefit of the Claimant Trust as sole Litigation Sub-Trust Beneficiary.

RECITALS

WHEREAS, on October 16, 2019, Highland Capital Management, L.P. (the "Debtor") filed with the United States Bankruptcy Court for the District of Delaware, a voluntary petition for relief under chapter 11 of the Bankruptcy Code, which case was subsequently transferred to the Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court") and captioned *In re Highland Capital Management, L.P.*, Case No. 19-34054-sgj11 (the "Chapter 11 Case");

WHEREAS, on November 24, 2020, the Debtor filed the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1472] (as may be amended, supplemented, or otherwise modified from time to time, the "Plan"),[1] which was confirmed by the Bankruptcy Court on February 22, 2021, pursuant to the *Findings of Fact and Order Confirming Plan of Reorganization for the Debtor* [Docket No. 1943] (the "Confirmation Order");

WHEREAS, this Agreement, including all exhibits hereto, is the "Litigation Sub-Trust Agreement" described in the Plan and shall be executed on or before the Effective Date in order to facilitate implementation of the Plan; and

WHEREAS, pursuant to the Plan and Confirmation Order, the Litigation Sub-Trust Assets are hereby to be transferred by the Claimant Trust to the Litigation Sub-Trust (each as defined herein) created and evidenced by this Agreement so that (i) Estate Claims can be investigated, prosecuted, settled, abandoned, resolved, and otherwise monetized as may be determined by the Litigation Trustee in accordance with the terms of the Litigation Sub-Trust Agreement; (ii) proceeds of Estate Claims can be remitted to the Claimant Trust as Claimant Trust Assets for distribution to the Claimant Trust Beneficiaries (as defined in the Claimant Trust Agreement) in accordance with the Plan and Claimant Trust Agreement; (iii) the Litigation Trustee can investigate, litigate, settle, or otherwise resolve any Filed Claims relating to the Estate Claims, including the Employee Claims; and (iv) administrative services relating to the activities of the Litigation Sub-Trust can be performed by the Litigation Trustee.

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan. The confirmed Plan included certain amendments filed on February 1, 2021. *See Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)*, Docket No. 1875, Exh. B.

EXHIBIT
U

DECLARATION OF TRUST

NOW, THEREFORE, in order to declare the terms and conditions hereof, and in consideration of the premises and mutual agreements herein contained, the confirmation of the Plan and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Litigation Trustee and the Claimant Trustee have executed this Agreement for the benefit of the Claimant Trust as provided for in the Plan.

TO HAVE AND TO HOLD unto the Litigation Trustee and his successors or assigns in trust, under and subject to the terms and conditions set forth herein and for the benefit of the Claimant Trust, and for the performance of and compliance with the terms hereof and of the Plan; provided, however, that upon termination of the Litigation Sub-Trust in accordance with Article IX hereof, this Litigation Trust Agreement shall cease, terminate, and be of no further force and effect, unless otherwise specifically provided for herein.

IT IS FURTHER COVENANTED AND DECLARED that the Litigation Sub-Trust Assets are to be strictly held and applied by the Litigation Trustee subject to the specific terms set forth below.

ARTICLE I.
DEFINITION AND TERMS

1.1 Certain Definitions. Unless the context shall otherwise require and except as contained in this Section 1.1 or as otherwise defined herein, the capitalized terms used herein shall have the respective meanings assigned thereto in the "Definitions," Section 1.1 of the Plan or if not defined therein, shall have the meanings assigned thereto in the applicable Section of the Plan. For all purposes of this Agreement, the following terms shall have the following meanings:

(a) "Bankruptcy Court" has the meaning set forth in the Recitals hereof.

(b) "Cause" means (i) a Person's willful failure to perform his material duties hereunder (which material duties shall include, without limitation, regular attendance at regularly scheduled meetings of the Oversight Board), which is not remedied within 30 days of notice; (ii) a Person's commission of an act of fraud, theft, or embezzlement during the performance of his or her duties hereunder; (iii) a Person's conviction of a felony with all appeals having been exhausted or appeal periods lapsed; or (iv) a Person's gross negligence, bad faith, willful misconduct, or knowing violation of law in the performance of his or her duties hereunder.

(c) "Claimant Trust Agreement" means the Claimant Trust Agreement dated August 11, 2021, by and between the Debtor, Claimant Trustee, and Wilmington Trust, National Association, as Delaware trustee thereunder.

(d) "Claimant Trustee" means James P. Seery, Jr., as the initial "Claimant Trustee" under the Claimant Trust Agreement and as defined in the Plan, and any successor Claimant Trustee who may be appointed pursuant to the terms of the Claimant Trust Agreement.

(e) "Claimant Trust" means the "Highland Claimant Trust" established in accordance with the Delaware Statutory Trust Act and Treasury Regulation Section 301.7701-4(d) pursuant to the Claimant Trust Agreement.

(f) "Delaware Statutory Trust Act" means the Delaware Statutory Trust Act 12 Del C. §3801, et seq. as amended from time to time.

(g) "Delaware Trustee" has the meaning set forth in the introduction hereof.

(h) "Disability" means as a result of the Litigation Trustee's incapacity due to physical or mental illness as determined by an accredited physician or psychologist, as applicable, selected by the Litigation Trustee, the Litigation Trustee has been substantially unable to perform his or her duties hereunder for three (3) consecutive months or for an aggregate of 180 days during any period of twelve (12) consecutive months.

(i) "Estate Claims" has the meaning given to it in Exhibit A to the *Notice of Final Term Sheet* [Docket No. 354].

(j) "Employee" means the employees of the Debtor set forth in the Plan Supplement.

(k) "Employee Claims" means any General Unsecured Claim held by an Employee other than the Claims of the Senior Employees subject to stipulations (provided such stipulations are executed by any such Senior Employee of the Debtor prior to the Effective Date).

(l) "Litigation Sub-Trust" means the sub-trust created pursuant to this Agreement, and in accordance with the Delaware Statutory Trust Act and Treasury Regulation Section 301.7701-4(d).

(m) "Litigation Sub-Trust Agreement" means this Agreement.

(n) "Litigation Sub-Trust Assets" means the Estate Claims and the Litigation Sub-Trust Expense Cash Reserve.

(o) "Litigation Sub-Trust Beneficiary" means the Claimant Trust.

(p) "Litigation Sub-Trust Expenses" means the costs, expenses, liabilities and obligations incurred by the Litigation Sub-Trust and/or the Litigation Trustee in administering and conducting the affairs of the Litigation Sub-Trust, and otherwise carrying out the terms of the Litigation Sub-Trust and the Plan on behalf of the Litigation Sub-Trust, including without any limitation, any taxes owed by the Litigation Sub-Trust, and the fees and expenses of the Litigation Trustee and professional persons retained by the Litigation Sub-Trust or Litigation Trustee in accordance with Article 3.12(b) of this Agreement.

(q) "Litigation Sub-Trust Expense Cash Reserve" means $1.5 million in Cash to be funded by the Debtor or Reorganized Debtor, as applicable, pursuant to the Plan into a bank account of the Litigation Sub-Trust (or of the Claimant Trust for the benefit of the Litigation Sub-

Trust) on or before the Effective Date for the purpose of paying Litigation Sub-Trust Expenses in accordance herewith.

(r) "Litigation Trustee" means Marc S. Kirschner as the initial "Litigation Trustee" hereunder and under the Plan, and any successor Litigation Trustee who may be appointed pursuant to the terms of this Agreement.

(s) "Oversight Board" has the meaning set forth in the Claimant Trust Agreement.

(t) "Plan" has the meaning set forth in the Recitals hereof.

(u) "Privileges" means the Debtor's rights, title and interests in and to any privilege or immunity attaching to any documents or communications (whether written or oral) associated with any of the Estate Claims or Employee Claims, including, without limitation, to, attorney-client privilege and work-product privilege as defined in Rule 502(g) of the Federal Rules of Evidence; provided, however, that "Privileges" shall not include the work-product privilege of any non-Employee attorney or attorneys that has not been previously shared with the Debtor or any of its employees and the work-product privilege shall remain with the non-Employee attorney or attorneys who created such work product so long as it has not been previously shared with the Debtor or any of its employees, or otherwise waived.

(v) "Securities Act" means the Securities Act of 1933, as amended.

(w) "TIA" means the Trust Indenture Act of 1939, as amended.

(x) "Trust Interests" means the trust interest(s) to be distributed to the Claimant Trust as the sole Litigation Sub-Trust Beneficiary.

(y) "Trust Register" has the meaning given to it in Section 5.3(b) hereof.

1.2 General Construction. As used in this Agreement, the masculine, feminine and neuter genders, and the plural and singular numbers shall be deemed to include the others in all cases where they would apply. "Includes" and "including" are not limiting and "or" is not exclusive. References to "Articles," "Sections" and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code, the Bankruptcy Rules, or other law, statute or regulation, refer to the corresponding Articles, Sections and other subdivisions of this Agreement, and the words "herein," "hereafter" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or subdivision of this Agreement. Amounts expressed in dollars or following the symbol "$" shall be deemed to be in United States dollars. References to agreements or instruments shall be deemed to refer to such agreements or instruments as the same may be amended, supplemented, or otherwise modified in accordance with the terms thereof.

1.3 Incorporation of the Plan. The Plan is hereby incorporated into this Agreement and made a part hereof by this reference.

ARTICLE II.
ESTABLISHMENT OF THE LITIGATION SUB-TRUST

2.1 Establishment of Sub-Trust.

(a) The Parties, pursuant to the Plan and the Confirmation Order and in accordance with the applicable provisions of the Bankruptcy Code, hereby establish a statutory trust under the Delaware Statutory Trust Act on behalf of the Claimant Trust as the sole Litigation Sub-Trust Beneficiary, which shall be known as the "Highland Litigation Sub-Trust," on the terms set forth herein. The Litigation Trustee may use this name in accordance with the terms and conditions set forth herein as the Litigation Trustee sees fit.

(b) The Litigation Trustee shall cause to be executed and filed in the office of the Secretary of State of the State of Delaware the Certificate of Trust and agree to execute, acting solely in his capacity as Litigation Trustee, such certificates as may from time to time be required under the Delaware Statutory Trust Act or any other Delaware law.

2.2 Nature and Purposes of the Litigation Sub-Trust. The Litigation Sub-Trust is organized and established as a trust for the purpose of monetizing the Estate Claims and making distributions to Litigation Sub-Trust Beneficiary in a manner consistent with "liquidating trust" status under Treasury Regulation Section 301.7701-4(d). The Litigation Sub-Trust shall serve as a mechanism for investigating, prosecuting, settling, resolving, and otherwise monetizing all Estate Claims and distributing the proceeds of such Estate Claims to the Claimant Trust in a timely fashion in accordance with the Plan, the Confirmation Order, and this Agreement. The Litigation Sub-Trust and Litigation Trustee shall have and retain any and all rights, defenses, cross-claims and counter-claims held by the Debtor with respect to any Estate Claim as of the Petition Date. Except as otherwise provided herein, the Litigation Sub-Trust shall have the sole responsibility for the pursuit and settlement of the Estate Claims, and, subject to the terms of the Claimant Trustee Agreement, the sole power and authority to allow or settle and compromise any Claims related to the Estate Claims, including, without limitation, Employee Claims. For the avoidance of doubt, the Litigation Sub-Trust, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable state trust law, is appointed as the successor-in-interest to, and representative of, the Debtor and its Estate for the retention, enforcement, settlement, and adjustment of all Estate Claims and Employee Claims (in accordance with the terms of the Claimant Trust Agreement).

2.3 Transfer of Assets and Rights to the Litigation Sub-Trust.

(a) On or as soon as practicable after the Effective Date, the Claimant Trust shall automatically an irrevocably transfer, assign, and deliver, and shall be deemed to have transferred, assigned, and delivered, all Estate Claims, Employee Claims, and Privileges. For purposes of the transfer of documents, the Litigation Sub-Trust is an assignee and successor to the Debtor in respect of the Estate Claims and Employee Claims and shall be treated as such in any review of confidentiality restrictions in requested documents. For the avoidance of doubt, following the Effective Date, the Litigation Trustee shall have the power to waive the Privileges being so assigned and transferred.

(b) Until the Litigation Sub-Trust terminates pursuant to the terms hereof, legal title to the Estate Claims shall be vested at all times in the Litigation Sub-Trust as a separate legal entity, except where applicable law in any jurisdiction requires title to any part of the Estate Claims to be vested in the Litigation Trustee, in which case title shall be deemed to be vested in the Litigation Trustee, solely in his capacity as Litigation Trustee. For purposes of such jurisdictions, the term Litigation Sub-Trust, as used herein, shall be read to mean the Litigation Trustee.

(c) In accordance with section 1123(d) of the Bankruptcy Code, the Litigation Trustee may enforce all rights to commence and pursue, as appropriate, any and all Estate Claims after the Effective Date. No Person or entity may rely on the absence of a specific reference in the Plan to any Estate Claim against them as any indication that the Litigation Trustee will not pursue any and all available Estate Claims or objections against them. Unless any Estate Claim against a Person or Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or an order of the Bankruptcy Court, the Litigation Trustee expressly reserves all Estate Claims for later adjudication, and, therefore, no preclusion doctrine including the doctrine of res judicata, collateral, estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Estate Claims upon, after, or as a consequence of the Confirmation Order.

2.4 Principal Office. The principal office of the Litigation Sub-Trust shall be maintained by the Litigation Trustee at the following address: Goldin Associates, a Teneo Company, 350 Fifth Avenue, New York, New York 10118.

2.5 Acceptance. The Litigation Trustee accepts the Litigation Sub-Trust imposed by this Agreement and agrees to observe and perform that Litigation Sub-Trust, on and subject to the terms and conditions set forth herein and in the Plan.

2.6 Further Assurances. The Claimant Trustee and any successors thereof will, upon reasonable request of the Litigation Trustee, execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or proper to transfer to the Litigation Trustee any portion of the Claimant Trust Assets intended to be conveyed hereby and in the Plan in the form and manner provided for hereby and in the Plan and to vest in the Litigation Trustee the powers, instruments or funds in trust hereunder.

2.7 Incidents of Ownership. The Claimant Trust shall be the sole beneficiary of the Litigation Sub-Trust and the Litigation Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized herein.

ARTICLE III.
THE LITIGATION TRUSTEE AND THE DELAWARE TRUSTEE

3.1 Role. In furtherance of and consistent with the purpose of the Litigation Sub-Trust, the Plan, and this Agreement, the Litigation Trustee, subject to the terms and conditions contained herein, in the Plan, and in the Confirmation Order, shall serve as Litigation Trustee with respect to the Litigation Sub-Trust Assets for the benefit of the Litigation Sub-Trust Beneficiary and maintain, manage, and take action on behalf of the Litigation Sub-Trust.

3.2 Authority.

(a) In connection with the administration of the Litigation Sub-Trust, in addition to any and all of the powers enumerated elsewhere herein, the Litigation Trustee shall, in an expeditious but orderly manner, investigate, prosecute, settle, and otherwise resolve the Estate Claims. The Litigation Trustee shall have the power and authority and is authorized to perform any and all acts necessary and desirable to accomplish the purposes of this Agreement and the provisions of the Plan and the Confirmation Order relating to the Litigation Sub-Trust, within the bounds of this Agreement, the Plan, the Confirmation Order, and applicable law.

(b) The Litigation Trustee, subject to the limitations set forth in Section 3.3 of this Agreement shall have the right to prosecute, defend, compromise, adjust, arbitrate, abandon, estimate, or otherwise deal with and settle any and all Estate Claims and Employee Claims (in accordance with the terms of the Claimant Trust Agreement). To the extent that any action has been taken to prosecute, defend, compromise, adjust, arbitrate, abandon, or otherwise deal with and settle any such Estate Claims or Employee Claims prior to the Effective Date, on the Effective Date the Litigation Trustee shall be substituted for the Debtor in connection therewith in accordance with Rule 25 of the Federal Rules of Civil Procedure, made applicable by Rule 7025 of the Federal Rules of Bankruptcy Procedure, and the caption with respect to such pending action shall be changed to the following "Marc Kirschner, not individually but solely as Litigation Trustee for the Highland Litigation Sub-Trust, et al. v. [Defendant]".

(c) Subject in all cases to any limitations contained herein, in the Confirmation Order, or in the Plan, the Litigation Trustee shall have the power and authority to:

(i) hold legal title to any and all rights in or arising from the Litigation Sub-Trust Assets, including, but not limited to, the right to collect any and all money and other property belonging to the Litigation Sub-Trust (including any proceeds of the Litigation Sub-Trust Assets);

(ii) perform the duties, exercise the powers, and asserts the rights of a trustee under sections 1123(b)(3)(B) of the Bankruptcy Code with respect to the Litigation Sub-Trust Assets, including the right to assert claims, defenses, offsets, and privileges;

(iii) subject to any approval of the Oversight Board that may be required under Section 3.3(b), protect and enforce the rights of the Litigation Sub-Trust with respect to any Litigation Sub-Trust Assets by any method deemed appropriate, including, without limitation, by judicial proceeds, or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity;

(iv) determine and satisfy any and all liabilities created, incurred, or assumed by the Litigation Sub-Trust;

(v) subject to any approval of the Oversight Board that may be required under Section 3.3(b), investigate, analyze, compromise, adjust, arbitrate, mediate, sue on or defend, prosecute, abandon, dismiss, exercise rights, powers and privileges with respect to or otherwise deal with and settle, in accordance with the terms set forth in this Agreement, all Estate

Claims, Employee Claims, or any other Causes of Action in favor of or against the Litigation Sub-Trust;

(vi) with respect to any Estate Claim, avoid and recover transfers of the Debtor's property as may be permitted by the Bankruptcy Code or applicable state law;

(vii) subject to applicable law, seek the examination of any Entity or Person with respect to the Estate Claims;

(viii) make all payments relating to the Litigation Sub-Trust Assets;

(ix) assess, enforce, release, or waive any privilege or defense on behalf of the Litigation Sub-Trust, the Litigation Sub-Trust Assets, or the Litigation Sub-Trust Beneficiary, if applicable;

(x) prepare, or have prepared, and file, if necessary, with the appropriate taxing authority any and all tax returns, information returns, and other required documents with respect to the Litigation Sub-Trust, and pay taxes properly payable by the Litigation Sub-Trust;

(xi) if not otherwise covered by insurance coverage obtained by the Claimant Trust, obtain reasonable insurance coverage with respect to any liabilities and obligations of the Litigation Trustee, solely in his capacity as such, in the form of fiduciary liability insurance, a directors and officers policy, an errors and omissions policy, or otherwise. The cost of any such insurance shall be a Litigation Sub-Trust Expense and paid by the Litigation Trustee from the Litigation Sub-Trust Expense Reserve;

(xii) without further order of the Bankruptcy Court, but subject to the terms of this Agreement, employ various consultants, third-party service providers, and other professionals, including counsel, tax advisors, consultants, brokers, investment bankers, valuation counselors, and financial advisors, as the Litigation Trustee deems necessary to aid him in fulfilling his obligations under this Agreement; such consultants, third-party service providers, and other professionals shall be retained pursuant to whatever fee arrangement the Litigation Trustee deems appropriate, including contingency fee arrangements and any fees and expenses incurred by such professionals engaged by the Litigation Trustee shall be Litigation Sub-Trust Expenses and paid by the Litigation Trustee from the Litigation Sub-Trust Expense Cash Reserve;

(xiii) to the extent applicable, assert, enforce, release, or waive any Privilege or defense on behalf of the Litigation Sub-Trust (including as to any Privilege that the Debtor held prior to the Effective Date), including to provide any information to insurance carriers that the Litigation Trustee deems necessary to utilize applicable insurance coverage for any Claim or Claims;

(xiv) take all steps and execute all instruments and documents necessary to effectuate the purpose of the Litigation Sub-Trust and the activities contemplated herein and in the Confirmation Order and the Plan, and take all actions necessary to comply with the Confirmation Order, the Plan, and this Agreement and the obligations thereunder and hereunder; and

(xv) exercise such other powers and authority as may be vested in or assumed by the Litigation Trustee by any Final Order (the foregoing subparagraphs (i)-(xv) being collectively, the "Authorized Acts").

(d) The Litigation Trustee has the power and authority to act as trustee of the Litigation Sub-Trust and perform the Authorized Acts through the date such Litigation Trustee resigns, is removed, or is otherwise unable to serve for any reason.

(e) Any determinations by the Liquidation Trustee, under the direction of the Oversight Board, with respect to the amount or timing of settlement or other disposition of any Estate Claims settled in accordance with the terms of this Agreement shall be conclusive and binding on the Litigation Sub-Trust Beneficiary and all other parties of interest following the entry of an order of a court of competent jurisdiction approving such settlement or other disposition to the extent required or obtained.

3.3 Limitation of Authority.

(a) Notwithstanding anything herein to the contrary, the Litigation Sub-Trust and the Litigation Trustee shall not (i) be authorized to engage in any trade or business, (ii) take any actions inconsistent with the management of the Estate Claims as required or contemplated by applicable law, the Confirmation Order, the Plan, and this Agreement, or (iii) take any action in contravention of the Confirmation Order, the Plan, or this Agreement.

(b) Notwithstanding anything herein to the contrary, and in no way limiting the terms of the Plan, the Litigation Trustee must receive the consent by vote of a simple majority of the Oversight Board pursuant to the notice and quorum requirements set forth in Section 4.6 of the Claimant Trust Agreement, in order to:

(i) terminate or extend the term of the Litigation Sub-Trust;

(ii) commence litigation with respect to any Estate Claims and, if applicable under the terms of the Claimant Trust Agreement, the Employee Claims, including, without limitation, to (x) litigate, resolve, or settle coverage and/or the liability of any insurer under any insurance policy or legal action related thereto, or (y) pursue avoidance, recovery, or similar remedies that may be brought under chapter 5 of the Bankruptcy Code or under similar or related state or federal statutes or common law, including fraudulent transfer law;

(iii) settle, dispose of, or abandon any Estate Claims (including any counterclaims to the extent such counterclaims are set off against the proceeds of any such Estate Claim);

(iv) borrow funds as may be necessary to fund litigation or other costs of the Litigation Sub-Trust;

(v) reserve or retain any cash or cash equivalents in the Litigation Sub-Trust Cash Reserve in an amount reasonably necessary to meet claims and contingent liabilities;

(vi) change the compensation of the Litigation Trustee; and

(vii) retain counsel, experts, advisors, or any other professionals.

(c) [Reserved]

3.4 Binding Nature of Actions. All actions taken and determinations made by the Litigation Trustee in accordance with the provisions of this Agreement shall be final and binding upon the Litigation Sub-Trust Beneficiary.

3.5 Term of Service. The Litigation Trustee shall serve as the Litigation Trustee for the duration of the Litigation Sub-Trust, subject to death, resignation or removal.

3.6 Resignation. The Litigation Trustee may resign as trustee of the Litigation Sub-Trust by an instrument in writing delivered to the Bankruptcy Court and Oversight Board at least thirty (30) days before the proposed effective date of resignation. The Litigation Trustee shall continue to serve as Litigation Trustee after delivery of the Litigation Trustee's resignation until the proposed effective date of such resignation, unless the Litigation Trustee and a [simple majority] of the Oversight Board consent to an earlier effective date, which earlier effective date shall be no earlier than the date of appointment of a successor Litigation Trustee in accordance with Section 3.8 hereof becomes effective.

3.7 Removal.

(a) The Litigation Trustee may be removed by a simple majority vote of the Oversight Board for Cause, immediately upon notice thereof, or without Cause, upon 60 days' prior written notice.

(b) To the extent there is any dispute regarding the removal of a Litigation Trustee (including any dispute relating to any compensation or expense reimbursement due under this Agreement) the Bankruptcy Court shall retain jurisdiction to consider and adjudicate such dispute. Notwithstanding the foregoing, the Litigation Trustee will continue to serve as the Litigation Trustee after his removal until the earlier of (i) the time when a successor Litigation Trustee will become effective in accordance with Section 3.8 of this Agreement or (ii) such date as the Bankruptcy Court otherwise orders.

3.8 Appointment of Successor.

(a) Appointment of Successor. In the event of a vacancy by reason of the death, Disability, or removal of the Litigation Trustee, or prospective vacancy by reason of resignation, a successor Litigation Trustee shall be selected by a [simple majority] vote of the Oversight Board. If Members of the Oversight Board are unable to secure a majority vote, the Bankruptcy Court will determine the successor Litigation Trustee on motion of the Members. If a final decree has been entered closing the Chapter 11 Case, the Litigation Trustee may seek to reopen the Chapter 11 Case for the limited purpose of determining the successor Litigation Trustee, and the costs for such motion and costs related to re-opening the Chapter 11 Case shall be paid by the Litigation Sub-Trust, or the Claimant Trust on behalf of the Litigation Sub-Trust. The successor Litigation Trustee shall be appointed as soon as practicable, but in any event no later than sixty (60) days after the occurrence of the vacancy or, in the case of resignation, on the effective date of the resignation of the then acting Litigation Trustee.

(b) Vesting or Rights in Successor Litigation Trustee. Every successor Litigation Trustee appointed hereunder shall execute, acknowledge, and deliver to the Litigation Sub-Trust, the Claimant Trustee, the exiting Litigation Trustee, the Oversight Board, and file with the Bankruptcy Court, an instrument accepting such appointment subject to the terms and provisions hereof. The successor Litigation Trustee, without any further act, deed, or conveyance shall become vested with all the rights, powers, trusts and duties of the exiting Litigation Trustee except that the successor Litigation Trustee shall not be liable for the acts or omissions of the retiring Litigation Trustee. In no event shall the retiring Litigation Trustee be liable for the acts or omissions of the successor Litigation Trustee.

(c) Interim Litigation Trustee. During any period in which there is a vacancy in the position of Litigation Trustee, the Oversight Board shall appoint one of its Members or the Claimant Trustee to serve as the interim Litigation Trustee (the "Interim Trustee") until a successor Litigation Trustee is appointed pursuant to Section 3.8(a). The Interim Trustee shall be subject to all the terms and conditions applicable to a Litigation Trustee hereunder. Such Interim Trustee shall not be limited in any manner from exercising any rights or powers as a Member of the Oversight Board or Claimant Trustee, as applicable, merely by such Person's appointment as Interim Trustee.

3.9 Continuance of Litigation Sub-Trust. The death, resignation, or removal of the Litigation Trustee shall not operate to terminate the Litigation Sub-Trust created by this Agreement or to revoke any existing agency (other than any agency of the Litigation Trustee as the Litigation Trustee) created pursuant to the terms of this Agreement or invalidate any action taken by the Litigation Trustee. In the event of the resignation or removal of the Litigation Trustee, the Litigation Trustee shall promptly (i) execute and deliver, by the effective date of resignation or removal, such documents, instruments, records, and other writings as may be reasonably requested by his successor to effect termination of the exiting Litigation Trustee's capacity under this Agreement and the conveyance of the Estate Claims then held by the exiting Litigation Trustee to the successor Litigation Trustee; (ii) deliver to the successor Litigation Trustee all non-privileged documents, instruments, records, and other writings relating to the Litigation Sub-Trust as may be in the possession or under the control of the exiting Litigation Trustee, provided, the exiting Litigation Trustee shall have the right to make and retain copies of such documents, instruments, records and other writings delivered to the successor Litigation Trustee and the cost of making such copies shall be a Litigation Sub-Trust Expense to be paid by the Litigation Sub-Trust; and (iii) otherwise assist and cooperate in effecting the assumption of the exiting Litigation Trustee's obligations and functions by his successor, provided the fees and expenses of such assistance and cooperation shall be paid to the exiting Litigation Trustee by the Litigation Sub-Trust. The exiting Litigation Trustee shall irrevocably appoint the successor Litigation Trustee as his attorney-in-fact and agent with full power of substitution for it and its name, place and stead to do any and all acts that such exiting Litigation Trustee is obligated to perform under this Section 3.9.

3.10 Litigation Trustee as "Estate Representative". The Litigation Trustee will be the exclusive trustee of the Litigation Sub-Trust Assets, for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code (the "Estate Representative") with respect to the Estate Claims, with all rights and powers attendant thereto, in addition to all rights and powers granted in the Plan and in this Agreement. The Litigation Trustee will be the successor-in-interest to the

Debtor with respect to any action pertaining to the Estate Claims, which was or could have been commenced by the Debtor prior to the Effective Date, except as otherwise provided in the Plan or Confirmation Order. All actions, claims, rights or interests constituting or relating to Estate Claims are preserved and retained and may be enforced by the Litigation Trustee as an Estate Representative.

3.11 Books and Records.

(a) The Litigation Trustee shall maintain, in respect of the Litigation Sub-Trust and the Claimant Trust, books and records pertinent to Estate Claims in its possession and the income of the Litigation Sub-Trust and payment of expenses, liabilities, and claims against or assumed by the Litigation Sub-Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the Litigation Sub-Trust and the requirements of Article VII herein. Except as otherwise provided herein, nothing in this Agreement requires the Litigation Trustee to file any accounting or seek approval of any court with respect to the administration of the Litigation Sub-Trust, or as a condition for managing any payment or distribution out of the Litigation Sub-Trust. Notwithstanding the foregoing, the Litigation Trustee shall to retain such books and records, and for such periods, with respect to any Reorganized Debtor Assets as are required to be retained pursuant to Section 204-2 of the Investment Advisers Act or any other applicable laws, rules, or regulations.

(b) The Litigation Trustee may dispose some or all of the books and records maintained by the Litigation Trustee at the later of (i) such time as the Litigation Trustee determines, with the unanimous consent of the Oversight Board, that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Litigation Sub-Trust, including with respect to the Estate Claims, or (ii) upon the termination and winding up of the Litigation Sub-Trust under Article IX of this Agreement.

3.12 Reports.

(a) Financial and Status Reports. The fiscal year of the Litigation Sub-Trust shall be the calendar year. Within 90 days after the end of each calendar year during the term of the Litigation Sub-Trust, and within 45 days after the end of each calendar quarter during (other than the fourth quarter) the term of the Litigation Sub-Trust and as soon as practicable upon termination of the Litigation Sub-Trust, the Litigation Trustee shall make available upon request to the Oversight Board or Litigation Sub-Trust Beneficiary appearing on its records as of the end of such period or such date of termination, a written report including: (i) unaudited financial statements of the Litigation Sub-Trust for such period, and, if the end of a calendar year, an unaudited report (which may be prepared by an independent certified public accountant employed by the Litigation Trustee) reflecting the result of such agreed-upon procedures relating to the financial accounting administration of the Litigation Sub-Trust as proposed by the Litigation Trustee; (ii) a summary description of any action taken by the Litigation Sub-Trust that, in the judgment of the Litigation Trustee, materially affects the Litigation Sub-Trust and of which notice has not previously been given to the Oversight Board or Litigation Sub-Trust Beneficiary, provided, that any such description shall not include any privileged or confidential information of

the Litigation Trustee; and (iii) a description of the progress of liquidating the Litigation Sub-Trust Assets and making distributions to the Litigation Sub-Trust Beneficiary and any other material information relating to the Litigation Sub-Trust Assets and the administration of the Litigation Sub-Trust deemed appropriate to be disclosed by the Litigation Trustee, which description shall include a written report detailing, among other things, the litigation status of the Estate Claims transferred to the Litigation Sub-Trust, any settlements entered into by the Litigation Sub-Trust with respect to the Estate Claims, the proceeds recovered to date from Estate Claims, and the distributions made by the Litigation Sub-Trust.

(b) Annual Plan and Budget. If instructed by the Oversight Board, the Litigation Trustee shall prepare and submit to the Oversight Board for approval an annual plan and budget in such detail as reasonably requested.

3.13 Compensation and Reimbursement; Engagement of Professionals.

(a) Compensation and Expenses.

(i) Compensation. As compensation for any services rendered by the Litigation Trustee in connection with this Agreement, the Litigation Trustee shall receive initial compensation in a manner and amount as agreed upon by the Committee. Any additional compensation or compensation of a Successor Litigation Trustee shall be determined by the Oversight Board.

(ii) Expense Reimbursements. All reasonable out-of-pocket expenses of the Litigation Trustee in the performance of his or her duties hereunder, shall be reimbursed as Litigation Sub-Trust Expenses paid by the Litigation Sub-Trust.

(b) Professionals.

(i) Engagement of Professionals. The Litigation Trustee shall engage professionals from time to time in conjunction with the services provided hereunder. The Litigation Trustee's engagement of such professionals shall be approved by a majority of the Oversight Board as set forth in Section 3.3(b) hereof.

(ii) Fees and Expenses of Professionals. The Litigation Trustee shall pay the reasonable fees and expenses of any retained professionals as Litigation Sub-Trust Expenses.

3.14 Reliance by Litigation Trustee. Except as otherwise provided herein, the Litigation Trustee may rely, and shall be fully protected in acting or refraining from acting, on any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that the Litigation Trustee has no reason to believe to be other than genuine and to have been signed or presented by the proper party or parties or, in the case of facsimiles, to have been sent by the proper party or parties, and the Litigation Trustee may conclusively rely as to the truth of the statements and correctness of the opinions or direction expressed therein. The Litigation Trustee may consult with counsel and other professionals, and any advice of such counsel or other professionals shall constitute full and complete authorization and protection in respect of any action taken or not taken by the Litigation Trustee in accordance therewith. The

Litigation Trustee shall have the right at any time to seek instructions from the Bankruptcy Court, or any other court of competent jurisdiction concerning Estate Claims, this Agreement, the Plan, or any other document executed in connection therewith, and any such instructions given shall be full and complete authorization in respect of any action taken or not taken by the Litigation Trustee in accordance therewith. The Litigation Sub-Trust shall have the right to seek Orders from the Bankruptcy Court as set forth in Article IX of the Plan.

3.15 Commingling of Litigation Sub-Trust Assets. The Litigation Trustee shall not commingle any of the Litigation Sub-Trust Assets with his or her own property or the property of any other Person.

3.16 Delaware Trustee.

(a) The Delaware Trustee shall have the limited power and authority, and is hereby authorized and empowered, to (i) accept legal process served on the Litigation Sub-Trust in the State of Delaware; and (ii) execute any certificates that are required to be executed under the Delaware Statutory Trust Act and file such certificates in the office of the Secretary of State of the State of Delaware, and take such action or refrain from taking such action under this Agreement, in either case as may be directed in a writing delivered to the Delaware Trustee by the Litigation Trustee and upon which the Delaware Trustee shall be entitled to conclusively and exclusively rely; provided, however, that the Delaware Trustee shall not be required to take or to refrain from taking any such action if the Delaware Trustee shall believe, or shall have been advised by counsel, that such performance is likely to involve the Delaware Trustee in personal liability or to result in personal liability to the Delaware Trustee, or is contrary to the terms of this Agreement or of any document contemplated hereby to which the Litigation Sub-Trust or the Delaware Trustee is or becomes a party or is otherwise contrary to law. The Parties agree not to instruct the Delaware Trustee to take any action or to refrain from taking any action that is contrary to the terms of this Agreement or of any document contemplated hereby to which the Litigation Sub-Trust or the Delaware Trustee is or becomes party or that is otherwise contrary to law. Other than as expressly provided for in this Agreement, the Delaware Trustee shall have no duty or power to take any action for or on behalf of the Litigation Sub-Trust. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Claimant Trustee or the Litigation Trustee set forth herein. The Delaware Trustee shall be one of the trustees of the Litigation Sub-Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the Delaware Statutory Trust Act and for taking such actions as are required to be taken by a Delaware Trustee under the Delaware Statutory Trust Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to those expressly set forth in this Section 3.16 and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Litigation Sub-Trust, the other parties hereto or any beneficiary of the Litigation Sub-Trust, it is hereby understood and agreed by the other parties hereto that such duties and

liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Agreement.

(b) The Delaware Trustee shall serve until such time as the Litigation Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Litigation Trustee in accordance with the terms hereof. The Delaware Trustee may resign at any time upon the giving of at least thirty (30) days' advance written notice to the Litigation Trustee; provided, that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Litigation Trustee in accordance with the terms hereof. If the Litigation Trustee does not act within such thirty (30) day period, the Delaware Trustee may apply to the Court of Chancery of the State of Delaware for the appointment of a successor Delaware Trustee.

(c) Upon the resignation or removal of the Delaware Trustee, the Litigation Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Delaware Statutory Trust Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Litigation Trustee and any undisputed fees, expenses and indemnity due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of its duties and obligations under this Agreement.

(d) The Delaware Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement. The Litigation Sub-Trust shall promptly advance and reimburse the Delaware Trustee for all reasonable out-of-pocket costs and expenses (including reasonable legal fees and expenses) incurred by the Delaware Trustee in connection with the performance of its duties hereunder.

(e) WTNA shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(f) Any corporation or association into which WTNA may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Delaware Trustee is a party, will be and become the successor Delaware Trustee under this Agreement and will have and succeed to the rights, powers, duties, immunities

and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

ARTICLE IV.
THE OVERSIGHT BOARD

The Oversight Board shall be governed by Article IV of the Claimant Trust Agreement.

ARTICLE V.
TRUST INTERESTS

5.1 Litigation Sub-Trust Interests. On the date hereof, the Litigation Sub-Trust shall issue Trust Interests to the Claimant Trust as the sole Litigation Sub-Trust Beneficiary. The Litigation Sub-Trust Beneficiary shall be entitled to distributions from the Litigation Sub-Trust Assets in accordance with the terms of the Plan and this Agreement.

5.2 Transferability of Trust Interests. No transfer, assignment, pledge, hypothecation, or other disposition of a Trust Interest may be effected.

5.3 Exemption from Registration. The Parties hereto intend that the rights of the Litigation Sub-Trust Beneficiary arising under this Litigation Sub-Trust shall not be "securities" under applicable laws, but none of the Parties represent or warrant that such rights shall not be securities or shall not be entitled to exemption from registration under the applicable securities laws. The Oversight Board, acting unanimously, and Litigation Trustee may amend this Agreement in accordance with Article IX hereof to make such changes as are deemed necessary or appropriate with the advice of counsel, to ensure that the Litigation Sub-Trust is not subject to registration and/or reporting requirements of the Securities Act, the Exchange Act, the TIA, or the Investment Company Act. The Trust Interests shall not have consent or voting rights or otherwise confer on the Litigation Sub-Trust Beneficiary any rights similar to the rights of a shareholder of a corporation in respect of any actions taken or to be taken, or decisions made or to be made, by the Oversight Board and/or the Litigation Trustee under this Agreement.

ARTICLE VI.
DISTRIBUTIONS

6.1 Distributions. The Litigation Trustee shall distribute Cash proceeds of the Estate Claims to the Claimant Trust within 30 days of receipt of such Cash proceeds, net of any amounts that (a) are reasonably necessary to maintain the value of the Litigation Sub-Trust Assets pending their monetization or other disposition during the term of the Litigation Sub-Trust, (b) are necessary to pay or reserve for reasonably incurred or anticipated Litigation Sub-Trust Expenses and any other expenses incurred by the Litigation Sub-Trust (including, but not limited to, any taxes imposed on or payable by the Litigation Trustee with respect to the Litigation Sub-Trust Assets), and (c) are necessary to satisfy or reserve for other liabilities incurred or anticipated by the Litigation Trustee in accordance with the Plan and this Agreement (including, but not limited to, indemnification obligations and similar expenses).

6.2 Manner of Payment or Distribution. All distributions made by the Litigation Trustee on behalf of the Litigation Sub-Trust to the Litigation Sub-Trust Beneficiary shall be

payable by the Litigation Trustee directly to the Claimant Trust, as sole Litigation Sub-Trust Beneficiary, on the date scheduled for the distribution, unless such day is not a Business Day, then such date or the distribution shall be the following Business Day, but such distribution shall be deemed to have been completed as of the required date.

6.3 Delivery of Distributions. All distributions under this Agreement to the Claimant Trust shall be made pursuant to wire instructions provided by the Claimant Trustee to the Litigation Trustee.

ARTICLE VII.
TAX MATTERS

7.1 Tax Treatment and Tax Returns. It is intended that the Litigation Sub-Trust will be treated as a grantor trust for federal income tax purposes (and foreign, state, and local income tax purposes where applicable) the sole beneficiary of which is the Claimant Trust. Consistent with such treatment, it is intended that the transfer of the Litigation Sub Trust Assets from the Claimant Trust to the Litigation Sub Trust will be treated as a non-event for federal income tax purposes (and foreign, state, and local income tax purposes where applicable). Further, because the Claimant Trust is itself intended to be treated as a grantor trust for federal income tax purposes (and foreign, state, and local income tax purposes where applicable),it is intended that the beneficiaries of the Claimant Trust will be treated as the grantor of the Litigation Sub-Trust and owner of the Litigation Sub-Trust Assets for federal income tax purposes (and foreign, state, and local income tax purposes where applicable). The Litigation Trustee shall cooperate with the Claimant Trustee in connection with the preparation and filing of any federal income tax returns (and foreign, state, and local income tax returns where applicable) or information statements relating to the Litigation Sub Trust Assets.

7.2 Withholding. The Litigation Trustee may withhold from any amount distributed from the Litigation Sub-Trust to the Litigation Sub-Trust Beneficiary such sum or sums as are required to be withheld under the income tax laws of the United States or of any state or political subdivision thereof. Any amounts withheld pursuant hereto shall be deemed to have been distributed to and received by the Litigation Sub-Trust Beneficiary. As a condition to receiving any distribution from the Litigation Sub-Trust, the Litigation Trustee may require that the Litigation Sub-Trust Beneficiary provide such holder's taxpayer identification number and such other information and certification as may be deemed necessary for the Litigation Trustee to comply with applicable tax reporting and withholding laws.

ARTICLE VIII.
STANDARD OF CARE AND INDEMNIFICATION

8.1 Standard of Care. None of the Litigation Trustee, acting in his capacity as the Litigation Trustee or in any other capacity contemplated by this Agreement or the Plan, the Delaware Trustee, acting in its capacity as Delaware Trustee, the Oversight Board, or any individual Member, solely in their capacity as Members of the Oversight Board, shall be personally liable to the Litigation Sub-Trust or to any Person (including the Litigation Sub-Trust Beneficiary and Claimant Trust Beneficiaries) in connection with the affairs of the Litigation Sub-Trust, unless it is ultimately determined by order of the Bankruptcy Court or, if the Bankruptcy Court either

declines to exercise jurisdiction over such action, or cannot exercise jurisdiction over such action, such other court of competent jurisdiction that the acts or omissions of any such Litigation Trustee, the Delaware Trustee, Oversight Board, or Member constituted fraud, willful misconduct, or gross negligence. The employees, agents and professionals retained by the Litigation Sub-Trust, the Litigation Trustee, the Delaware Trustee or Oversight Board shall not be personally liable to the Litigation Sub-Trust or any other Person in connection with the affairs of the Litigation Sub-Trust, unless it is ultimately determined by order of the Bankruptcy Court or, if the Bankruptcy Court either declines to exercise jurisdiction over such action, or cannot exercise jurisdiction over such action, such other court of competent jurisdiction that such acts or omissions by such employee, agent, or professional constituted willful fraud, willful misconduct or gross negligence. None of the Litigation Trustee, Delaware Trustee, Oversight Board, or any Member shall be personally liable to the Litigation Sub-Trust or to any Person for the acts or omissions of any employee, agent or professional of the Litigation Sub-Trust or Litigation Trustee, unless it is ultimately determined by order of the Bankruptcy Court or, if the Bankruptcy Court either declines to exercise jurisdiction over such action, or cannot exercise jurisdiction over such action, such other court of competent jurisdiction that the Litigation Trustee, Delaware Trustee, Oversight Board, or Member acted with gross negligence or willful misconduct in the selection, retention, or supervision of such employee, agent or professional of the Litigation Sub-Trust.

8.2 Indemnification. The Litigation Trustee (including each former Litigation Trustee), WTNA in its individual capacity and as Delaware Trustee, the Oversight Board, and all past and present Members (collectively, the "Indemnified Parties") shall be indemnified by the Litigation Sub-Trust against and held harmless by the Litigation Sub-Trust from any losses, claims, damages, liabilities or expenses (including, without limitation, attorneys' fees, disbursements, and related expenses) to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against any of the Indemnified Parties in their capacity as Litigation Trustee, Delaware Trustee, Oversight Board, or Member, or in connection with any matter arising out of or related to the Plan, this Agreement, or the affairs of the Litigation Sub-Trust, unless it is ultimately determined by order of the Bankruptcy Court or other court of competent jurisdiction that the Indemnified Party's acts or omissions constituted willful fraud, willful misconduct, or gross negligence. If the Indemnified Party becomes involved in any action, proceeding, or investigation in connection with any matter arising out of or in connection with the Plan, this Agreement or the affairs of the Litigation Sub-Trust for which an indemnification obligation could arise, the Indemnified Party shall promptly notify the Litigation Trustee and/or Oversight Board, as applicable; provided, however, that the failure of an Indemnified Party to promptly notify the Litigation Trustee and/or Oversight Board of an indemnification obligation will not excuse the Litigation Sub-Trust from indemnifying the Indemnified Party unless such delay has caused the Litigation Sub-Trust material harm. The Litigation Sub-Trust shall periodically advance or otherwise reimburse on demand the Indemnified Party's reasonable legal and other expenses (including, without limitation, the cost of any investigation and preparation and attorney fees, disbursements, and related expenses) incurred in connection therewith as a Litigation Sub-Trust Expense, but the Indemnified Party shall be required to repay promptly to the Litigation Sub-Trust the amount of any such advanced or reimbursed expenses paid to the Indemnified Party to the extent that it shall be ultimately determined by Final Order that the Indemnified Party engaged in willful fraud, willful misconduct, or gross negligence in connection with the affairs of the Litigation Sub-Trust with respect to which such expenses were paid. The Litigation Sub-Trust shall indemnify and hold harmless the

employees, agents and professionals of the Litigation Sub-Trust and Indemnified Parties to the same extent as provided in this Section 8.2 for the Indemnified Parties. For the avoidance of doubt, the provisions of this Section 8.2 shall remain available to any former Litigation Trustee, WTNA in its individual capacity and as Delaware Trustee, or Member or the estate of any decedent Litigation Trustee or Member. The indemnification provided hereby shall be a Litigation Sub-Trust Expense. The terms of this Section 8.2 shall survive the termination of this Agreement and the resignation or removal of any Indemnified Party.

8.3 To the extent applicable, the provisions and protections set forth in Article IX of the Plan will apply to the Litigation Sub-Trust, the Litigation Trustee, Oversight Board, and the Members.

ARTICLE IX.
TERMINATION

9.1 Duration. The Litigation Trustee, the Litigation Sub-Trust, and the Oversight Board shall be discharged or dissolved, as the case may be, at such time as the Litigation Trustee determines that the Estate Claims is not likely to yield sufficient additional proceeds to justify further pursuit of such Estate, and all Distributions required to be made by the Litigation Trustee to the Litigation Sub-Trust Beneficiary under the Plan and this Agreement have been made, but in no event shall the Litigation Sub-Trust be dissolved later than three years from the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such third anniversary (and, in the event of further extension, by order of the Bankruptcy Court, upon motion made at least six months before the end of the preceding extension), determines that a fixed period extension (not to exceed two years, together with any prior extensions) is necessary to facilitate or complete the recovery on, and liquidation of, the Litigation Sub-Trust Assets.

9.2 Continuance of the Litigation Trustee for Winding Up. After dissolution of the Litigation Sub-Trust and for purpose of liquidating and winding up the affairs of the Litigation Sub-Trust, the Litigation Trustee shall continue to act as such until the Litigation Trustee's duties have been fully performed. Prior to the final distribution of all remaining Litigation Sub-Trust Assets, the Litigation Trustee shall be entitled to reserve from such assets any and all amounts required to provide for the Litigation Trustee's own costs and expenses, including a reserve to fund any potential indemnification or similar obligations of the Litigation Sub-Trust, until such time as the winding up of the Litigation Sub-Trust is completed. Upon the dissolution of the Litigation Sub-Trust and completion of the winding up of the assets, liabilities and affairs of the Litigation Sub-Trust pursuant to the Delaware Statutory Trust Act, the Litigation Trustee shall prepare, execute and file a certificate of cancellation with the State of Delaware to terminate the Litigation Sub-Trust pursuant to Section 3810 of the Delaware Statutory Trust Act (such date upon which the certificate of cancellation is filed shall be referred to as the "Termination Date"). If the Delaware Trustee's and the Claimant Trustee's signature is required for purposes of filing such certificate of cancellation, the Litigation Trustee shall provide the Delaware Trustee and the Claimant Trustee with written direction to execute such certificate of cancellation, and the Delaware Trustee and the Claimant Trustee shall be entitled to conclusively and exclusively rely upon such written direction without further inquiry. Subject in all respects to Section 3.11, upon the Termination date, the Litigation Trustee shall retain for a period of two (2) years, as a Litigation Sub-Trust Expense, the books, records, and certificated and other documents and files that have

been delivered to or created by the Litigation Trustee. Subject in all respects to Section 3.11, at the Litigation Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after two (2) years from the Termination Date.

9.3 Termination of Duties. Except as otherwise specifically provided herein, upon the Termination Date of the Litigation Sub-Trust, the Litigation Trustee, the Oversight Board, and its Members shall have no further duties or obligations hereunder.

ARTICLE X.
AMENDMENTS AND WAIVER

The Litigation Trustee, with the consent of a simple majority of the Oversight Board, may amend this Agreement to correct or clarify any non-material provisions. This Agreement may not otherwise be amended, supplemented, otherwise modified, or waived in any respect except by an instrument in writing signed by the Litigation Trustee and with the unanimous approval of the Oversight Board, and the approval of the Bankruptcy Court, after notice and a hearing; provided that the Litigation Trustee must provide the Oversight Board with prior written notice of any non-material amendments, supplements, modifications, or waivers of this Agreement. No amendment or waiver of this Agreement that adversely affects the Delaware Trustee shall be effective unless the Delaware Trustee has consented thereto in writing in its sole and absolute discretion.

ARTICLE XI.
MISCELLANEOUS

11.1 Trust Irrevocable. Except as set forth in this Agreement, establishment of the Litigation Sub-Trust by this Agreement shall be irrevocable and shall not be subject to revocation, cancellation or rescission by the Litigation Sub-Trust Beneficiary.

11.2 Litigation Sub-Trust Beneficiary has No Legal Title to Litigation Sub-Trust Assets. The Litigation Sub-Trust Beneficiary shall have no legal title to any part of the Litigation Sub-Trust Assets.

11.3 Agreement for Benefit of Parties Only. Nothing herein, whether expressed or implied, shall be construed to give any Person other than the Litigation Trustee, Oversight Board, and the Litigation Sub-Trust Beneficiary any legal or equitable right, remedy or claim under or in respect of this Agreement. The Litigation Sub-Trust Assets shall be held for the sole and exclusive benefit of the Litigation Sub-Trust Beneficiary.

11.4 Notices. All notices, directions, instructions, confirmations, consents and requests required or permitted by the terms hereof shall, unless otherwise specifically provided herein, be in writing and shall be sent by first class mail, facsimile, overnight mail or in the case of mailing to a non-United States address, air mail, postage prepaid, addressed to:

(a) If to the Litigation Trustee:

Marc S. Kirschner
c/o Goldin Associates LLC, a Teneo Company

350 Fifth Avenue
New York, New York 10118

With a copy to:

Quinn Emanuel LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010
Attn: Deborah J. Newman
(deborahnewman@quinnemanuel.com)

(b) If to the Claimant Trustee:

Claimant Trustee
c/o Highland Capital Management, L.P.
100 Crescent Court, Suite 1850
Dallas, Texas 75201
Attention: James P. Seery, Jr.

With a copy to:

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd, 13th Floor
Los Angeles, CA 90067
Attn: Jeffrey Pomerantz (jpomerantz@pszjlaw.com)
Ira Kharasch (ikharasch@pszjlaw.com)
Gregory Demo (gdemo@pszjlaw.com)

(c) If to the Delaware Trustee:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890
Attn: Corporate Trust Administration/David Young
Email: nmarlett@wilmingtontrust.com
Phone: (302) 636-6728
Fax: (302) 636-4145

Notice mailed shall be effective on the date mailed or sent. Any Person may change the address at which it is to receive notices under this Agreement by furnishing written notice pursuant to the provisions of this Section 11.4 to the entity to be charged with knowledge of such change.

11.5 Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in another jurisdiction.

11.6 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

11.7 Binding Effect, etc. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Litigation Sub-Trust, the Litigation Trustee, and the Litigation Sub-Trust Beneficiary, and their respective successors and assigns. Any notice, direction, consent, waiver or other instrument or action by any Litigation Sub-Trust Beneficiary shall bind its successors and assigns.

11.8 Headings; References. The headings of the various Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

11.9 Governing Law. This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State of Delaware, including all matters of constructions, validity and performance.

11.10 Consent to Jurisdiction. Each of the parties hereto, each Member (solely in their capacity as Members of the Oversight Board), and each Claimant Trust Beneficiary consents and submits to the exclusive jurisdiction of the Bankruptcy Court for any action or proceeding instituted for the enforcement and construction of any right, remedy, obligation, or liability arising under or by reason of this Agreement, the Plan or any act or omission of the Claimant Trustee (acting in his capacity as the Claimant Trustee or in any other capacity contemplated by this Agreement or the Plan), Litigation Trustee (acting in his capacity as the Litigation Trustee or in any other capacity contemplated by this Agreement or the Plan), the Oversight Board. or any individual Member (solely in their capacity as Members of the Oversight Board); *provided, however*, that if the Bankruptcy Court either declines to exercise jurisdiction over such action or cannot exercise jurisdiction over such action, such action may be brought in the state or federal courts located in the Northern District of Texas.

11.11 Transferee Liabilities. The Litigation Sub-Trust shall have no liability for, and the Litigation Sub-Trust Assets shall not be subject to, any claim arising by, through or under the Debtor except as expressly set forth in the Plan or in this Agreement. In no event shall the Litigation Trustee or the Litigation Sub-Trust Beneficiary have any personal liability for such claims. If any liability shall be asserted against the Litigation Sub-Trust or the Litigation Trustee as the transferee of the Litigation Sub-Trust Assets on account of any claimed liability of, through or under the Debtor or Reorganized Debtor, the Litigation Trustee may use such part of the Litigation Sub-Trust Assets as may be necessary to contest any such claimed liability and to pay, compromise, settle or discharge same on terms reasonably satisfactory to the Litigation Trustee as a Litigation Sub-Trust Expense.

[Remainder of Page Intentionally Blank]

IN WITNESS HEREOF, the parties hereto have caused this Litigation Trust Agreement to be duly executed by their respective officers thereunto duly authorized on the day and year first written above.

CLAIMANT TRUSTEE

By: _____
James P. Seery, Jr., not individually but solely in his capacity as the Claimant Trustee

LITIGATION TRUSTEE

By: _____
Marc S. Kirschner, not individually but solely in his capacity as the Litigation Trustee

DELAWARE TRUSTEE

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Delaware Trustee

By:_____
Name:
Title:

IN WITNESS HEREOF, the parties hereto have caused this Litigation Trust Agreement to be duly executed by their respective officers thereunto duly authorized on the day and year first written above.

CLAIMANT TRUSTEE

By: _____
James P. Seery, Jr., not individually but solely in his capacity as the Claimant Trustee

LITIGATION TRUSTEE

By: _____
Marc S. Kirschner, not individually but solely in his capacity as the Litigation Trustee

DELAWARE TRUSTEE

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Delaware Trustee

By: _____
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Title:

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LITIGATION TRUSTEE

By: _____
Marc S. Kirschner, not individually but solely in his capacity as the Litigation Trustee

DELAWARE TRUSTEE

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Delaware Trustee

By: NC Marlett III
Name: Neumann Marlett
Title: Bank Officer

PACHULSKI STANG ZIEHL & JONES LLP
Jeffrey N. Pomerantz (CA Bar No.143717) (*admitted pro hac vice*)
Ira D. Kharasch (CA Bar No. 109084) (*admitted pro hac vice*)
John A. Morris (NY Bar No. 2405397) (*admitted pro hac vice*)
Gregory V. Demo (NY Bar No. 5371992) (*admitted pro hac vice*)
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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
Debtor.	§	
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
	§	
Plaintiff,	§	Adversary Proceeding No.
	§	
vs.	§	21-03005
	§	
NEXPOINT ADVISORS, L.P., JAMES DONDERO, NANCY DONDERO, AND THE DUGABOY INVESTMENT TRUST,	§	
	§	
Defendants.	§	

EXHIBIT

V

[1] The Debtor's last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.

AMENDED COMPLAINT FOR (I) BREACH OF CONTRACT, (II) TURNOVER OF PROPERTY, (III) FRAUDULENT TRANSFER, AND (IV) BREACH OF FIDUCIARY DUTY

Plaintiff, Highland Capital Management, L.P., the above-captioned debtor and debtor-in-possession (the "Debtor") in the above captioned chapter 11 case (the "Bankruptcy Case"), and the plaintiff (the "Plaintiff") in the above-captioned adversary proceeding (the "Adversary Proceeding") by its undersigned counsel, as and for its amended complaint (the "Complaint") against defendants NexPoint Advisors, L.P. ("NPA"), James Dondero ("Mr. Dondero"), Nancy Dondero ("Ms. Dondero"), and The Dugaboy Investment Trust ("Dugaboy" and together with NPA, Mr. Dondero, and Ms. Dondero, the "Defendants"), alleges upon knowledge of its own actions and upon information and belief as to other matters as follows:

PRELIMINARY STATEMENT

1. The Debtor brings this action against Defendants in connection with NPA's default under a promissory note executed by NPA in favor of the Debtor in the original principal amount of $30,746,812.33, and payable in annual installments. NPA has failed to pay amounts when due under the Note (as defined below), the Note is in default, and the amounts due under the Note have been accelerated pursuant to the terms of the Note.

2. In paragraph 42 of NPA's *First Amended Answer* [Docket No. 34-3], NPA contends that the Debtor orally agreed to relieve it of the obligations under the notes upon fulfillment of "conditions subsequent" (the "Alleged Agreement"). NPA further contends that the Alleged Agreement was entered into between James Dondero, acting on behalf of NPA, and his sister, Nancy Dondero, as representative of a majority of the Class A shareholders of the Plaintiff, including Dugaboy (the "Representative"), acting on behalf of the Debtor. At the time Mr.

Dondero entered into the Alleged Agreement on behalf of NPA, he controlled both NPA and the Debtor and was the lifetime beneficiary of Dugaboy.

3. Based on its books and records, discovery to date, and other facts, the Debtor believes that the Alleged Agreement is a fiction created after the commencement of this Adversary Proceeding for the purpose of avoiding or at least delaying paying the obligations due under the Note.

4. Nevertheless, the Debtor amends its Complaint to add certain claims and name additional parties who would be liable to the Debtor if the Alleged Agreement were determined to exist and be enforceable. Specifically, in addition to pursuing claims against NPA for breach of its obligations under the Note and for turnover, the Debtor adds alternative claims (a) against NPA for actual fraudulent transfer and aiding and abetting Dugaboy in its breach of fiduciary duty, (b) against Dugaboy for declaratory relief and for breach of fiduciary duty, and (c) against Nancy Dondero for aiding and abetting Dugaboy in the breach of his fiduciary duties.

5. As remedies, the Debtor seeks (a) damages from NPA in an amount equal to (i) the outstanding principal due under the Note (as defined below), plus (ii) all accrued and unpaid interest thereon until the date of payment, plus (iii) an amount equal to the Debtor's costs of collection (including all court costs and reasonable attorneys' fees and expenses, as provided for in the Note), for NPA's breach of its obligations under the Note, (b) turnover by NPA to the Debtor of the foregoing amounts; (c) avoidance of the Alleged Agreement and the transfers thereunder and recovery of the funds transferred from the Plaintiff to, or for the benefit of, NPA pursuant to the Note; (d) declaratory relief, and (e) damages arising from the Defendants' breach of fiduciary duties or aiding and abetting thereof.

JURISDICTION AND VENUE

6. This adversary proceeding arises in and relates to the Debtor's case pending before the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Court") under chapter 11 of the Bankruptcy Code.

7. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

8. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b), and, pursuant to Rule 7008 of the Bankruptcy Rules, the Debtor consents to the entry of a final order by the Court in the event that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

9. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

THE PARTIES

10. The Debtor is a limited liability partnership formed under the laws of Delaware with a business address at 300 Crescent Court, Suite 700, Dallas, Texas 75201.

11. Upon information and belief, NPA is a limited partnership with offices located in Dallas, Texas, and organized under the laws of the state of Delaware.

12. Upon information and belief, Mr. Dondero is an individual residing in Dallas, Texas. He is the co-founder of the Debtor and was the Debtor's President and Chief Executive Officer until his resignation on January 9, 2020. At all relevant times, Mr. Dondero controlled NPA; Mr. Dondero also controlled the Debtor until January 9, 2020.

13. Upon information and belief, Dugaboy is (a) a limited partner of the Debtor, and (b) one of Mr. Dondero's family investment trusts for which is he a lifetime beneficiary.

14. Upon information and belief, Nancy Dondero is an individual residing in the state of Florida and who is Mr. Dondero's sister, and a trustee of Dugaboy.

CASE BACKGROUND

15. On October 16, 2019, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Delaware Court"), Case No. 19-12239 (CSS) (the "Highland Bankruptcy Case").

16. On October 29, 2019, the U.S. Trustee in the Delaware Court appointed an Official Committee of Unsecured Creditors (the "Committee") with the following members: (a) Redeemer Committee of Highland Crusader Fund ("Redeemer"), (b) Meta-e Discovery, (c) UBS Securities LLC and UBS AG London Branch, and (d) Acis Capital Management, L.P. and Acis Capital Management GP LLC (collectively, "Acis").

17. On June 25, 2021, the U.S. Trustee in this Court filed that certain *Notice of Amended Unsecured Creditors' Committee* [Docket No. 2485] notifying the Court that Acis and Redeemer had resigned from the Committee.

18. On December 4, 2019, the Delaware Court entered an order transferring venue of the Highland Bankruptcy Case to this Court [Docket No. 186].[2]

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

[2] All docket numbers refer to the main docket for the Debtor's Case maintained by this Court.

STATEMENT OF FACTS

A. The NPA Note

20. NPA is the maker under a promissory note in favor of the Debtor.

21. Specifically, on May 31, 2017, NPA executed a promissory note in favor of the Debtor, as payee, in the original principal amount of $30,746, 812.33 (the "Note"). A true and correct copy of the Note is attached hereto as **Exhibit 1**.

22. Section 2 of the Note provides: "**Payment of Principal and Interest**. Principal and interest under this Note shall be due and payable as follows:

> **2.1 Annual Payment Dates.** During the term of this Note, Borrower shall pay the outstanding principal amount of the Note (and all unpaid accrued interest through the date of each such payment) in thirty (30) equal annual payments (the "**Annual Installment**") until the Note is paid in full. Borrower shall pay the Annual Installment on the 31st day of December of each calendar year during the term of this Note, commencing on the first such date to occur after the date of execution of this note.
>
> **2.2 Final Payment Date**. The final payment in the aggregate amount of the then outstanding and unpaid Note, together with all accrued and unpaid interest thereon, shall become immediately due and payable in full on December 31, 2047 (the "**Maturity Date**").

23. Section 3 of the Note provides:

> **Prepayment Allowed: Renegotiation Discretionary**. Maker may prepay in whole or in part the unpaid principal or accrued interest of this Note. Any payments on this Note shall be applied first to unpaid accrued interest hereon, and then to unpaid principal hereof.

24. Section 4 of the Note provides:

> **Acceleration Upon Default**. Failure to pay this Note or any installment hereunder as it becomes due shall, at the election of the holder hereof, without notice, demand, presentment, notice of intent to accelerate, notice of acceleration, or any other notice of any kind which are hereby waived, mature the principal of this Note and all interest then accrued, if any, and the same shall at once become due and payable and subject to those remedies of the holder hereof. No failure or delay on the part of the Payee in exercising any right, power, or privilege hereunder shall operate as a waiver hereof.

25. Section 6 of the Note provides:

> **Attorneys' Fees**. If this Note is not paid at maturity (whether by acceleration or otherwise) and is placed in the hands of an attorney for collection, or if it is collected through a bankruptcy court or any other court after maturity, the Maker shall pay, in addition to all other amounts owing hereunder, all actual expenses of collection, all court costs and reasonable attorneys' fees and expenses incurred by the holder hereof.

B. NPA's Default Under the Note

26. NPA failed to make the payment due under the Note on December 31, 2020 in the amount of $1,406,111.92.

27. By letter dated January 7, 2021, the Debtor made demand on NPA for immediate payment under the Note (the "Demand Letter"). A true and correct copy of the Demand Letter is attached hereto as **Exhibit 2**. The Demand Letter provides:

> Because of Maker's failure to pay, the Note is in default. Pursuant to Section 4 of the Note, all principal, interest, and any other amounts due on the Note are immediately due and payable. The amount due and payable on the Note as of January 8, 2021 is $24,471,804.98; however, interest continues to accrue under the Note.
>
> **The Note is in default, and payment is due immediately.**

Demand Letter (emphasis in the original).

28. On January 14, 2021, in an apparent attempt to cure its default, NPA paid the Debtor the $1,406,111.92 that was due on December 31, 2020 (the "Partial Payment").

29. The Note does not contain a cure provision. Therefore, the Partial Payment did not cure NPA's default. Accordingly, on January 15, 2021, the Debtor sent NPA a follow-up letter to its Demand Letter (the "Second Demand Letter"), a true and correct copy of which is attached hereto as **Exhibit 3**, stating:

> [T]he Partial Payment will be applied as payment against the amounts due under the Note in accordance with Section 3 thereof. **The Note remains in default, and all amounts due thereunder are due immediately**.

> After adjusting for the Partial Payment and the continued accrual of interest, the amount due under the Note as of January 15, 2021, is $23,071,195.03 (which amount does not include expenses incurred to date in collecting the Note).

Second Demand Letter (emphasis in original).

30. Despite the Debtor's demands, NPA did not pay the amount demanded by the Debtor on January 7, 2021, or at any time thereafter.

31. As of January 15, 2021, the total outstanding principal and accrued but unpaid interest due under the Note was $23,071,195.03

32. Pursuant to Section 4 of the Note, the Note is in default, and is currently due and payable.

C. The Debtor Files the Original Complaint

33. On January 22, 2021, the Debtor filed the *Complaint for (I) Breach of Contract and (II) Turnover of Property of the Debtor's Estate* [Docket No. 1] (the "Original Complaint"). In the Original Complaint, the Debtor brought claims for (i) breach of contract for NPA's breach of its obligations under the Note and (ii) turnover by NPA for the outstanding amounts under the Note, plus all accrued and unpaid interest until the date of payment plus the Debtor's costs of collection and reasonable attorney's fees.

D. NPA's Affirmative Defenses

34. On March 1, 2021, NPA filed *Defendant's Original Answer* [Docket No. 6] (the "Original Answer"). In its Original Answer, NPA asserted three affirmative defenses: (i) the claims are barred because the Plaintiff caused NPA to default, (ii) the claims are barred because the Plaintiff caused NPA to delay in making payment, and (iii) waiver and estoppel. *See id.* ¶¶39-41.

35. On June 9, 2021, NPA filed *Defendant's First Amended Answer* [Docket No. 35-3] (the "Amended Answer"), that asserted a new affirmative defense; namely, that the

Debtor previously agreed that it would not collect on the Notes "upon fulfillment of conditions subsequent" (*i.e.*, the Alleged Agreement) *id.* ¶42.

36. According to NPA, the Alleged Agreement was orally entered into "sometime between December of the year each note was made and February of the following year."

37. According to NPA, Mr. Dondero, acting on its behalf, entered into the Alleged Agreement with his sister, Nancy Dondero, acting as the Representative.

38. Mr. Dondero controlled both NPA and the Debtor at the time he entered into the Alleged Agreement on behalf of NPA.

39. Upon information and belief, the Debtor's books and records do not reflect the Alleged Agreement.

E. Dugaboy Lacked Authority to Act on Behalf of the Debtor

40. Under section 4.2 of the *Fourth Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P.* (the "Limited Partnership Agreement"), and attached hereto as **Exhibit 4**, Dugaboy was not authorized to enter into the Alleged Agreement on behalf of the Partnership, or otherwise bind the Partnership (as "Partnership" is defined in the Limited Partnership Agreement).

41. Section 4.2(b) of the Limited Partnership Agreement states:

> Management of Business. No Limited Partner shall take part in the control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name, or have the power to sign documents for or otherwise bind the Partnership other than as specifically set forth in this Agreement.

Exhibit 4, § 4.2(b).

42. No provision in the Limited Partnership Agreement authorizes any of the Partnership's limited partners to bind the Partnership.

43. Nancy Dondero also lacked authority to enter into the Alleged Agreement or to otherwise bind the Debtor

FIRST CLAIM FOR RELIEF
(Against NPA)

(For Breach of Contract)

44. The Debtor repeats and re-alleges the allegations in each of the foregoing paragraphs as though fully set forth herein.

45. The Note is a binding and enforceable contract.

46. NPA breached the Note by failing to pay all amounts due to the Debtor upon NPA's default and acceleration.

47. Pursuant to the Note, the Debtor is entitled to damages from NPA in an amount equal to (i) the aggregate outstanding principal due under the Note, plus (ii) all accrued and unpaid interest thereon until the date of payment, plus (iii) an amount equal to the Debtor's costs of collection (including all court costs and reasonable attorneys' fees and expenses), for NPA's breach of its obligations under the Note.

48. As a direct and proximate cause of NPA's breach of the Note, the Debtor has suffered damages in the amount of at least $23,071,195.03, as of January 15, 2021, plus an amount equal to all accrued buy unpaid interest from that date, plus the Debtor's cost of collection.

SECOND CLAIM FOR RELIEF
(Against NPA)
(Turnover by NPA Pursuant to 11 U.S.C. § 542(b))

49. The Debtor repeats and re-alleges the allegations in each of the foregoing paragraphs as though fully set forth herein.

50. NPA owes the Debtor an amount equal to (i) the aggregate outstanding principal due under the Note, plus (ii) all accrued and unpaid interest thereon until the date of

payment, plus (iii) an amount equal to the Debtor's costs of collection (including all court costs and reasonable attorneys' fees and expenses), for NPA's breach of its obligations under the Note.

51. The Note is property of the Debtor's estate that is matured and payable upon default and acceleration.

52. NPA has not paid the amount due under the Note to the Debtor.

53. The Debtor has made demand for the turnover of the amount due under the Note.

54. As of the date of filing of this Complaint, NPA has not turned over the amount due under the Note.

55. The Debtor is entitled to the amount due under the Note.

THIRD CLAIM FOR RELIEF
(Against NPA)
(Avoidance and Recovery of Actual Fraudulent Transfer Under 11 U.S.C. §§ 548(a)(1)(A) and 550)

56. The Debtor repeats and re-alleges the allegations in each of the foregoing paragraphs as though fully set forth herein.

57. The Debtor made the transfer pursuant to the Alleged Agreement within two years of the Petition Date.

58. Mr. Dondero entered into the Alleged Agreement on behalf of NPA with actual intent to hinder, delay, or defraud a present or future creditor, demonstrated by, *inter alia*:

(a) The transfer was made to, or for the benefit of, NPA, an insider of the Debtor.

(b) Mr. Dondero entered into the Alleged Agreement on behalf of NPA with his sister, Nancy Dondero.

(c) Mr. Dondero did not inform the Debtor's CFO or outside auditors about the Alleged Agreement.

(d) The Debtor's books and record do not reflect the Alleged Agreement.

(e) The Alleged Agreement was not subject to negotiation.

(f) The value of the consideration received by the Debtor for the transfer was not reasonably equivalent in value.

59. The pattern of conduct, series of transactions, and general chronology of events under inquiry in connection with the debt NPA incurred under the Note demonstrates a scheme of fraud.

60. Pursuant to 11 U.S.C. § 550, the Debtor is entitled to recover for the benefit of the Debtor's estates the transfer made pursuant to the Alleged Agreement from NPA.

61. Accordingly, the Debtor is entitled to a judgement: (i) avoiding the Alleged Agreement and the transfer made thereunder, and (ii) recovering from NPA an amount equal to all obligations remaining under the Note.

FOURTH CLAIM FOR RELIEF
(Against NPA)
(Avoidance and Recovery of Actual Fraudulent Transfer Under 11 U.S.C. §§ 544(b) and 550, and Tex. Bus. & C. Code § 24.005(a)(1))

62. The Debtor repeats and re-alleges the allegations in each of the foregoing paragraphs as though fully set forth herein.

63. The Debtor made the transfers pursuant to the Alleged Agreement after, or within a reasonable time before, creditors' claims arose.

64. Mr. Dondero entered into the Alleged Agreement on behalf of NPA with actual intent to hinder, delay, or defraud a present or future creditor of the Debtor, demonstrated by, *inter alia*:

(g) The transfer was made to, or for the benefit of, NPA, an insider of the Debtor.

(h) Mr. Dondero entered into the Alleged Agreement on behalf of NPA with his sister, Nancy Dondero.

(i) Mr. Dondero did not inform the Debtor's CFO or outside auditor's about the Alleged Agreement.

(j) Upon information and belief, the Debtor's books and record do not reflect the Alleged Agreement.

(k) The Alleged Agreement was not subject to negotiation.

(l) The value of the consideration received by the Debtor for the transfer was not reasonably equivalent in value.

65. Pursuant to 11 U.S.C. § 550, the Debtor is entitled to recover for the benefit of the Debtor's estates the transfers made in exchange for the Alleged Agreement from NPA.

66. Accordingly, the Debtor is entitled to a judgement: (i) avoiding the Alleged Agreement and the transfer made thereunder, and (ii) recovering from NPA an amount equal to all obligations remaining under the Notes.

FIFTH CLAIM FOR RELIEF
(Against Dugaboy and Ms. Dondero)
(For Declaratory Relief: -- 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 7001)

67. The Debtor repeats and re-alleges the allegations in each of the foregoing paragraphs as though fully set forth herein.

68. A bona fide, actual, present dispute exists between the Debtor, on the one hand, and Dugaboy and Ms. Dondero on the other hand, concerning whether Dugaboy and/or Ms. Dondero, acting as the Representative, were authorized to enter into the Alleged Agreement on the Debtor's behalf.

69. A judgment declaring the parties' respective rights and obligations will resolve their dispute.

70. Pursuant to Bankruptcy Rule 7001, the Debtor specifically seeks declarations that:

- (a) limited partners, including but not limited to Dugaboy, have no right or authority to take part in the control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name, or have the power to sign documents for or otherwise bind the Partnership other than as specifically provided in the Limited Partnership Agreement,
- (b) neither Dugaboy nor Ms. Dondero (whether individually or as Representative) was authorized under the Limited Partnership Agreement to enter into the Alleged Agreement on behalf of the Partnership,
- (c) neither Dugaboy nor Ms. Dondero (whether individually or as Representative) otherwise had any right or authority to enter into the Alleged Agreement on behalf of the Partnership, and
- (d) the Alleged Agreement is null and void.

SIXTH CLAIM FOR RELIEF
(Against Dugaboy and Ms. Dondero)
(Breach of Fiduciary Duty)

71. The Debtor repeats and re-alleges the allegations in each of the foregoing paragraphs as though fully set forth herein.

72. If Dugaboy, as a limited partner, or Ms. Dondero, as Representative, had the authority to enter into the Alleged Agreement on behalf of the Debtor, then Dugaboy and/or Ms. Dondero would owe the Debtor a fiduciary duty.

73. If Dugaboy or Ms. Dondero (as Representative) had the authority to enter into the Alleged Agreement on behalf of the Debtor, then Dugaboy and/or Ms. Dondero breached their fiduciary duty of care to the Debtor by entering into and authorizing the purported Alleged Agreement on behalf of the Debtor.

74. Accordingly, the Debtor is entitled to recover from Dugaboy and Ms. Dondero (a) actual damages that the Debtor suffered as a result of their breach of fiduciary duty, and (b) for punitive and exemplary damages.

SEVENTH CLAIM FOR RELIEF
(Against James Dondero and Nancy Dondero)
(Aiding and Abetting a Breach of Fiduciary Duty)

75. The Debtor repeats and re-alleges the allegations in each of the foregoing paragraphs as though fully set forth herein.

76. James Dondero and Nancy Dondero (together, the "Donderos") were aware that Dugaboy would have fiduciary duties to the Debtor if it acted to bind the Debtor.

77. The Donderos aided and abetted Dugaboy's breach of its fiduciary duties to the Debtor by knowingly participating in the authorization of the purported Alleged Agreement.

78. The Donderos aided and abetted Dugaboy's breach of its fiduciary duty to the Debtor by knowingly participating in the authorization of the purported Alleged Agreement.

79. Accordingly, the Donderos are jointly and severally liable (a) for the actual damages that the Debtor suffered as a result of aiding and abetting Dondero's breaches of fiduciary duties, and (b) for punitive and exemplary damages

WHEREFORE, the Debtor prays for judgment as follows:

(i) On its First Claim for Relief, damages in an amount to be determined at trial but includes (a) the outstanding principal due under the Note, plus (b) all accrued and unpaid interest thereon until the date of payment, plus (c) an amount equal to

the Debtor's costs of collection (including all court costs and reasonable attorneys' fees and expenses);

(ii) On its Second Claim for Relief, ordering turnover by NPA to the Debtor of an amount equal to (a) the outstanding principal due under the Note, plus (b) all accrued and unpaid interest thereon until the date of payment, plus (c) an amount equal to the Debtor's costs of collection (including all court costs and reasonable attorneys' fees and expenses);

(iii) On its Third Claim for Relief, avoidance of the Alleged Agreement and the transfers thereunder pursuant to the Alleged Agreement arising from actual fraudulent transfer under section 548 of the Bankruptcy Code;

(iv) On its Fourth Claim for Relief, avoidance of the Alleged Agreement and the transfers thereunder pursuant to the Alleged Agreement of funds arising from actual fraudulent transfer under Tex. Bus. & C. Code § 24.005(a)(1);

(v) On its Fifth Claim for Relief, a declaration that: (a) limited partners, including but not limited to Dugaboy, have no right or authority to take part in the control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name, or have the power to sign documents for or otherwise bind the Partnership other than as specifically provided in the Limited Partnership Agreement, (b) neither Dugaboy nor Ms. Dondero (whether individually or as Representative) was authorized under the Limited Partnership Agreement to enter into the Alleged Agreement on behalf of the Partnership, (c) neither Dugaboy nor Ms. Dondero (whether individually or as Representative) otherwise had any right or authority to enter into the Alleged

Agreement on behalf of the Partnership, and (d) the Alleged Agreement is null and void;

(vi) On its Sixth Claim for Relief, actual damages from Dugaboy and Ms. Dondero, in an amount to be determined at trial, that Debtor suffered as a result of their breach of fiduciary duty, and for punitive and exemplary damages;

(vii) On its Seventh Claim for Relief, actual damages from the Donderos, jointly and severally, in an amount to be determined at trial, that Debtor suffered as a result of aiding and abetting Dugaboy's breaches of fiduciary duty, and for punitive and exemplary damages and

(iii) Such other and further relief as this Court deems just and proper.

Dated: As of July 13, 2021

PACHULSKI STANG ZIEHL & JONES LLP
Jeffrey N. Pomerantz (CA Bar No.143717)
Ira D. Kharasch (CA Bar No. 109084)
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Counsel for Highland Capital Management, L.P.

EXHIBIT 1

PROMISSORY NOTE

$30,746,812.33 **May 31, 2017**

THIS PROMISSORY NOTE (this "**Note**") is in substitution for and supersedes in their entirety each of those certain promissory notes described in Exhibit A hereto, from NexPoint Advisors, L.P., as Maker, and Highland Capital Management, L.P. as Payee (collectively, the "**Prior Notes**"), together with the aggregate outstanding principal and accrued and unpaid interested represented thereby.

FOR VALUE RECEIVED, NEXPOINT ADVISORS, L.P. ("**Maker**") promises to pay to the order of HIGHLAND CAPITAL MANAGEMENT, L.P. ("**Payee**"), in legal and lawful tender of the United States of America, the principal sum of THIRTY MILLION, SEVEN HUNDRED FORTY SIX THOUSAND, EIGHT HUNDRED TWELVE AND 33/100 DOLLARS ($30,746,812.33), together with interest, on the terms set forth below. All sums hereunder are payable to Payee at 300 Crescent Court, Suite 700, Dallas, Texas 75201, or such other address as Payee may specify to Maker in writing from time to time.

1. Interest Rate. The unpaid principal balance of this Note from time to time outstanding shall bear interest at the rate of six percent (6.00%) per annum from the date hereof until Maturity Date (hereinafter defined), compounded annually on the anniversary of the date of this Note. Interest shall be calculated at a daily rate equal to 1/365th (1/366 in a leap year) of the rate per annum, shall be charged and collected on the actual number of days elapsed, and shall be payable annually.

2. Payment of Principal and Interest. Principal and interest under this Note shall be payable as follows:

2.1 Annual Payment Dates. During the term of this Note, Borrower shall pay the outstanding principal amount of the Note (and all unpaid accrued interest through the date of each such payment) in thirty (30) equal annual payments (the "**Annual Installment**") until the Note is paid in full. Borrower shall pay the Annual Installment on the 31st day of December of each calendar year during the term of this Note, commencing on the first such date to occur after the date of execution of this Note.

2.2 Final Payment Date. The final payment in the aggregate amount of the then outstanding and unpaid Note, together with all accrued and unpaid interest thereon, shall become immediately due and payable in full on December 31, 2047 (the "**Maturity Date**").

3. Prepayment Allowed; Renegotiation Discretionary. Maker may prepay in whole or in part the unpaid principal or accrued interest of this Note. Any payments on this Note shall be applied first to unpaid accrued interest hereon, and then to unpaid principal hereof.

4. Acceleration Upon Default. Failure to pay this Note or any installment hereunder as it becomes due shall, at the election of the holder hereof, without notice, demand, presentment, notice of intent to accelerate, notice of acceleration, or any other notice of any kind which are hereby waived, mature the principal of this Note and all interest then accrued, if any, and the same

shall at once become due and payable and subject to those remedies of the holder hereof. No failure or delay on the part of Payee in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

5. Waiver. Maker hereby waives grace, demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices of any kind hereunder.

6. Attorneys' Fees. If this Note is not paid at maturity (whether by acceleration or otherwise) and is placed in the hands of an attorney for collection, or if it is collected through a bankruptcy court or any other court after maturity, the Maker shall pay, in addition to all other amounts owing hereunder, all actual expenses of collection, all court costs and reasonable attorneys' fees and expenses incurred by the holder hereof.

7. Limitation on Agreements. All agreements between Maker and Payee, whether now existing or hereafter arising, are hereby limited so that in no event shall the amount paid, or agreed to be paid to Payee for the use, forbearance, or detention of money or for the payment or performance of any covenant or obligation contained herein or in any other document evidencing, securing or pertaining to this Note, exceed the maximum interest rate allowed by law. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between Payee and Maker in conflict herewith.

8. Governing Law. This Note and the rights and obligations of the parties hereunder shall be governed by the laws of the United States of America and by the laws of the State of Texas, and is performable in Dallas County, Texas.

9. Prior Notes. The original of each of the Prior Notes superseded hereby shall be marked "VOID" by Payee.

MAKER:

NEXPOINT ADVISORS, L.P.
By: NexPoint Advisors GP, LLC, its general partner

By: _____
Name:
Title:

EXHIBIT A

PRIOR NOTES

Loan Date	Initial Note Amount	Interest Rate	Principal and Interest Outstanding as of May 31, 2017
8/21/14	$4,000,000	6.00%	$4,616,739.73
10/1/14	$6,000,000	6.00%	$6,959,671.23
11/14/14	$2,500,000	6.00%	$2,881,780.82
1/29/15	$3,100,000	6.00%	$3,534,679.45
7/22/15	$12,075,000	6.00%	$12,753,941.10
	$27,675,000		**$30,746,812.33**

EXHIBIT 2

HIGHLAND CAPITAL MANAGEMENT, L.P.

January 7, 2021

NexPoint Advisors, L.P.
300 Crescent Court, Suite 700
Dallas, Texas 75201
Attention: James Dondero

Re: Demand on Promissory Note

Dear Mr. Dondero,

On May 31, 2017, NexPoint Advisors, L.P, entered into that certain promissory note in the original principal amount of $30,746,812.33 (the "Note") in favor of Highland Capital Management, L.P. ("Payee").

As set forth in Section 2 of the Note, accrued interest and principal on the Note is due and payable in thirty equal annual payments with each payment due on December 31 of each calendar year. Maker failed to make the payment due on December 31, 2020.

Because of Maker's failure to pay, the Note is in default. Pursuant to Section 4 of the Note, all principal, interest, and any other amounts due on the Note are immediately due and payable. The amount due and payable on the Note as of January 8, 2021 is $24,471,804.98; however, interest continues to accrue under the Note.

The Note is in default, and payment is due immediately. Payments on the Note must be made in immediately available funds. Payee's wire information is attached hereto as **Appendix A**.

Nothing contained herein constitutes a waiver of any rights or remedies of Payee under the Note or otherwise and all such rights and remedies, whether at law, equity, contract, or otherwise, are expressly reserved. Interest, including default interest if applicable, on the Note will continue to accrue until the Note is paid in full. Any such interest will remain the obligation of Maker.

Sincerely,

/s/ James P. Seery, Jr.

James P. Seery, Jr.
Highland Capital Management, L.P.
Chief Executive Officer/Chief Restructuring Officer

cc: Fred Caruso
James Romey
Jeffrey Pomerantz
Ira Kharasch
Gregory Demo
DC Sauter

Appendix A

ABA #:	322070381
Bank Name:	East West Bank
Account Name:	Highland Capital Management, LP
Account #:	5500014686

EXHIBIT 3

HIGHLAND CAPITAL MANAGEMENT, L.P.

January 15, 2021

NexPoint Advisors, L.P.
300 Crescent Court, Suite 700
Dallas, Texas 75201
Attention: James Dondero

Re: Partial Payment on Promissory Note

Dear Mr. Dondero,

On May 31, 2017, NexPoint Advisors, L.P, ("Maker"), entered into that certain promissory note in the original principal amount of $30,746,812.33 (the "Note") in favor of Highland Capital Management, L.P. ("Payee"). A copy of the Note is attached hereto as **Appendix A**.

On January 7, 2021, Payee notified you that because of Maker's failure to make the payment due on December 31, 2020 (the "Default"), the Note was in default and that all principal, interest, and any other amounts due on the Note were immediately due and payable. The amount due and payable on the Note as of January 8, 2021, was $24,471,804.98; however, interest continues to accrue under the Note.

On January 14, 2021, Payee received a wire from Maker in the amount of $1,406,111.92 (the "Partial Payment"). To reiterate, the amount due under the Note as of January 8, 2021, was $24,471,804.98. The Partial Payment will be applied as payment against the amounts due under the Note pursuant to Section 3 thereof. **The Note remains in default, and all amounts due thereunder are due immediately.**

After adjusting for the Partial Payment and the continued accrual of interest, the amount due under the Note as of January 15, 2021, is $23,071,195.03 (which amount does not include expenses incurred to date in collecting the Note). Payment of such amount is due immediately. Payments on the Note must be made in immediately available funds. Payee's wire information is attached hereto as **Appendix B**.

Nothing contained herein constitutes a waiver of any rights or remedies of Payee under the Note or otherwise and all such rights and remedies, whether at law, equity, contract, or otherwise, are expressly reserved, including the right to recover Payee's expenses incurred in collecting the Note. Interest, including default interest if applicable, on the Note will continue to accrue until the Note is paid in full. Any such interest will remain the obligation of Maker.

Sincerely,

/s/ James P. Seery, Jr.

James P. Seery, Jr.
Highland Capital Management, L.P.
Chief Executive Officer/Chief Restructuring Officer

cc: Fred Caruso
James Romey
Jeffrey Pomerantz
Ira Kharasch
Gregory Demo
DC Sauter
A. Lee Hogewood III

Appendix A

PROMISSORY NOTE

$30,746,812.33 **May 31, 2017**

THIS PROMISSORY NOTE (this "**Note**") is in substitution for and supersedes in their entirety each of those certain promissory notes described in Exhibit A hereto, from NexPoint Advisors, L.P., as Maker, and Highland Capital Management, L.P. as Payee (collectively, the "**Prior Notes**"), together with the aggregate outstanding principal and accrued and unpaid interested represented thereby.

FOR VALUE RECEIVED, NEXPOINT ADVISORS, L.P. ("**Maker**") promises to pay to the order of HIGHLAND CAPITAL MANAGEMENT, L.P. ("**Payee**"), in legal and lawful tender of the United States of America, the principal sum of THIRTY MILLION, SEVEN HUNDRED FORTY SIX THOUSAND, EIGHT HUNDRED TWELVE AND 33/100 DOLLARS ($30,746,812.33), together with interest, on the terms set forth below. All sums hereunder are payable to Payee at 300 Crescent Court, Suite 700, Dallas, Texas 75201, or such other address as Payee may specify to Maker in writing from time to time.

1. Interest Rate. The unpaid principal balance of this Note from time to time outstanding shall bear interest at the rate of six percent (6.00%) per annum from the date hereof until Maturity Date (hereinafter defined), compounded annually on the anniversary of the date of this Note. Interest shall be calculated at a daily rate equal to 1/365th (1/366 in a leap year) of the rate per annum, shall be charged and collected on the actual number of days elapsed, and shall be payable annually.

2. Payment of Principal and Interest. Principal and interest under this Note shall be payable as follows:

2.1 Annual Payment Dates. During the term of this Note, Borrower shall pay the outstanding principal amount of the Note (and all unpaid accrued interest through the date of each such payment) in thirty (30) equal annual payments (the "**Annual Installment**") until the Note is paid in full. Borrower shall pay the Annual Installment on the 31st day of December of each calendar year during the term of this Note, commencing on the first such date to occur after the date of execution of this Note.

2.2 Final Payment Date. The final payment in the aggregate amount of the then outstanding and unpaid Note, together with all accrued and unpaid interest thereon, shall become immediately due and payable in full on December 31, 2047 (the "**Maturity Date**").

3. Prepayment Allowed; Renegotiation Discretionary. Maker may prepay in whole or in part the unpaid principal or accrued interest of this Note. Any payments on this Note shall be applied first to unpaid accrued interest hereon, and then to unpaid principal hereof.

4. Acceleration Upon Default. Failure to pay this Note or any installment hereunder as it becomes due shall, at the election of the holder hereof, without notice, demand, presentment, notice of intent to accelerate, notice of acceleration, or any other notice of any kind which are hereby waived, mature the principal of this Note and all interest then accrued, if any, and the same

shall at once become due and payable and subject to those remedies of the holder hereof. No failure or delay on the part of Payee in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

5. Waiver. Maker hereby waives grace, demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices of any kind hereunder.

6. Attorneys' Fees. If this Note is not paid at maturity (whether by acceleration or otherwise) and is placed in the hands of an attorney for collection, or if it is collected through a bankruptcy court or any other court after maturity, the Maker shall pay, in addition to all other amounts owing hereunder, all actual expenses of collection, all court costs and reasonable attorneys' fees and expenses incurred by the holder hereof.

7. Limitation on Agreements. All agreements between Maker and Payee, whether now existing or hereafter arising, are hereby limited so that in no event shall the amount paid, or agreed to be paid to Payee for the use, forbearance, or detention of money or for the payment or performance of any covenant or obligation contained herein or in any other document evidencing, securing or pertaining to this Note, exceed the maximum interest rate allowed by law. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between Payee and Maker in conflict herewith.

8. Governing Law. This Note and the rights and obligations of the parties hereunder shall be governed by the laws of the United States of America and by the laws of the State of Texas, and is performable in Dallas County, Texas.

9. Prior Notes. The original of each of the Prior Notes superseded hereby shall be marked "VOID" by Payee.

MAKER:

NEXPOINT ADVISORS, L.P.
By: NexPoint Advisors GP, LLC, its general partner

By: _____
Name:
Title:

EXHIBIT A

PRIOR NOTES

Loan Date	Initial Note Amount	Interest Rate	Principal and Interest Outstanding as of May 31, 2017
8/21/14	$4,000,000	6.00%	$4,616,739.73
10/1/14	$6,000,000	6.00%	$6,959,671.23
11/14/14	$2,500,000	6.00%	$2,881,780.82
1/29/15	$3,100,000	6.00%	$3,534,679.45
7/22/15	$12,075,000	6.00%	$12,753,941.10
	$27,675,000		**$30,746,812.33**

Appendix B

ABA #:	322070381
Bank Name:	East West Bank
Account Name:	Highland Capital Management, LP
Account #:	5500014686

EXHIBIT 4

FOURTH AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

HIGHLAND CAPITAL MANAGEMENT, L.P.

THE PARTNERSHIP INTERESTS REPRESENTED BY THIS LIMITED PARTNERSHIP AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OP 1933 OR UNDER ANY STATE SECURITIES ACTS IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE SALE OR OTHER DISPOSITION OF THE PARTNERSHIP INTERESTS IS PROHIBITED UNLESS THAT SALE OR DISPOSITION IS MADE IN COMPLIANCE WITH ALL SUCH APPLICABLE ACTS. ADDITIONAL RESTRICTIONS ON TRANSFER OF THE PARTNERSHIP INTERESTS ARE SET FORTH IN THIS AGREEMENT.

FOURTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF HIGHLAND CAPITAL MANAGEMENT, L.P.

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FOURTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF HIGHLAND CAPITAL MANAGEMENT, L.P.

THIS FOURTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP is entered into on this 24th day of December, 2015, to be effective as of December 24, 2015, by and among Strand Advisors, Inc., a Delaware corporation (*"**Strand**"*), as General Partner, the Limited Partners party hereto, and any Person hereinafter admitted as a Limited Partner.

Certain terms used in this Agreement are defined in Article 2.

ARTICLE 1

GENERAL

1.1. Continuation. Subject to the provisions of this Agreement, the Partners hereby continue the Partnership as a limited partnership pursuant to the provisions of the Delaware Act. Except as expressly provided herein, the rights and obligations of the Partners and the administration and termination of the Partnership shall be governed by the Delaware Act.

1.2. Name. The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of Highland Capital Management, L.P. The General Partner, in its sole and unfettered discretion, may change the name of the Partnership at any time and from time to time and shall provide Limited Partners with written notice of such name change within twenty (20) days after such name change.

1.3. Purpose. The purpose and business of the Partnership shall be the conduct of any business or activity that may lawfully be conducted by a limited partnership organized pursuant to the Delaware Act. Any or all of the foregoing activities may be conducted directly by the Partnership or indirectly through another partnership, joint venture, or other arrangement.

1.4. Term. The Partnership was formed as a limited partnership on July 7, 1997, and shall continue until terminated pursuant to this Agreement.

1.5. Partnership Offices; Addresses of Partners.

(a) Partnership Offices. The registered office of the Partnership in the State of Delaware shall be 1013 Centre Road, Wilmington, Delaware 19805-1297, and its registered agent for service of process on the Partnership at that registered office shall be Corporation Service Company, or such other registered office or registered agent as the General Partner may from time to time designate. The principal office of the Partnership shall be 300 Crescent Court, Suite 700, Dallas, Texas 75201, or such other place as the General Partner may from time to time designate. The Partnership may maintain offices at such other place or places as the General Partner deems advisable.

(b) Addresses of Partners. The address of the General Partner is 300 Crescent Court, Suite 700, Dallas, Texas 75201. The address of each Limited Partner shall be the address of that Limited Partner appearing on the books and records of the Partnership. Each Limited Partner agrees to provide the General Partner with prompt written notice of any change in his/her/its address.

ARTICLE 2

DEFINITIONS

2.1. Definitions. The following definitions shall apply to the terms used in this Agreement, unless otherwise clearly indicated to the contrary in this Agreement:

"***Additional Capital Contribution***" has the meaning set forth in Section 3.1(b) of this Agreement.

"***Adjusted Capital Account Deficit***" means, with respect *to* any Partner, the deficit balance, if any, in the Capital Account of that Partner as of the end of the relevant Fiscal Year, or other relevant period, giving effect to all adjustments previously made thereto pursuant to Section 3.7 and further adjusted as follows: (i) credit to that Capital Account, any amounts which that Partner is obligated or deemed obligated to restore pursuant to any provision of this Agreement or pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c); (ii) debit to that Capital Account, the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6); and (iii) to the extent required under the Treasury Regulations, credit to that Capital Account (A) that Partner's share of "minimum gain" and (B) that Partner's share of "partner nonrecourse debt minimum gain." (Each Partner's share of the minimum gain and partner nonrecourse debt minimum gain shall be determined under Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5), respectively.)

"***Affiliate***" means any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. As used in this definition, the term "***control***" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting Securities, by contract or otherwise.

"***Agreement***" means this Fourth Amended and Restated Agreement of Limited Partnership, as it may be amended, supplemented, or restated from time to time.

"***Business Day***" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States or the State of Texas shall not be regarded as a Business Day.

"***Capital Account***" means the capital account maintained for a Partner pursuant to Section 3.7(a).

"***Capital Contribution***" means, with respect to any Partner, the amount of money or property contributed to the Partnership with respect to the interest in the Partnership held by that Person.

"***Certificate of Limited Partnership***" means the Certificate of Limited Partnership filed with the Secretary of State of Delaware by the General Partner, as that Certificate may be amended, supplemented or restated from time to time.

"Class A Limited Partners" means those Partners holding a Class A Limited Partnership Interest, as shown on Exhibit A.

"Class A Limited Partnership Interest" means a Partnership Interest held by a Partner in its capacity as a Class A Limited Partner."

"Class B Limited Partner" means those Partners holding a Class B Limited Partnership Interest, as shown on Exhibit A.

"Class B Limited Partnership Interest" means a Partnership Interest held by a Partner in its capacity as a Class B Limited Partner."

"Class B NAV Ratio Trigger Period" means any period during which the Class B Limited Partner's aggregate capital contributions, including the original principal balance of the Contribution Note, and reduced by the aggregate amount of distributions to the Class B Limited Partner, exceed 75 percent of the product of the Class B Limited Partner's Percentage Interest multiplied by the total book value of the Partnership; provided, however, that the General Partner shall only be required to test for a Class B NAV Ratio Trigger Period annually, as of the last day of each calendar year; provided further the General Partner must complete the testing within 180 days of the end of each calendar year; provided further that if the test results in a Class B NAV Ratio Trigger Period, the General Partner may, at its own election, retest at any time to determine the end date of the Class B NAV Ratio Trigger Period.

"Class C Limited Partner" means those Partners holding a Class C Limited Partnership Interest, as shown on Exhibit A.

"Class C Limited Partnership Interest" means a Partnership Interest held by a Partner in its capacity as a Class C Limited Partner."

"Class C NAV Ratio Trigger Period" means any period during which an amount equal to $93,000,000.00 reduced by the aggregate amount of distributions to the Class C Limited Partner after the Effective Date exceeds 75 percent of the product of the Class C Limited Partner's Percentage Interest multiplied by the total book value of the Partnership; provided, however, that the General Partner shall only be required to test for a Class C NAV Ratio Trigger Period annually, as of the last day of each calendar year; provided further the General Partner must complete the testing within 180 days of the end of each calendar year; provided further that if the test results in a Class C NAV Ratio Trigger Period, the General Partner may, at its own election, retest at any time to determine the end date of the Class C NAV Ratio Trigger Period.

"***Code***" means the Internal Revenue Code of 1986, as amended and in effect from time to time.

"Contribution Note" means that certain Secured Promissory Note dated December 21, 2015 by and among Hunter Mountain Investment Trust, as maker, and the Partnership as Payee.

"***Default Loan***" has the meaning set forth in Section 3.1(c)(i).

"***Defaulting Partner***" has the meaning set forth in Section 3.1(c).

"***Delaware Act***" means the Delaware Revised Uniform Limited Partnership Act, Part IV, Title C, Chapter 17 of the Delaware Corporation Law Annotated, as it may be amended, supplemented or restated from time to time, and any successor to that Act.

"Effective Date" means the date first recited above.

"***Fiscal Year***" has the meaning set forth in Section 3.11(b).

"***Founding Partner Group***" means, all partners holding partnership interests in the Partnership immediately before the Effective Date.

"***General Partner***" means any Person who (i) is referred to as such in the first paragraph of this Agreement, or has become a General Partner pursuant to the terms of this Agreement; and (ii) has not ceased to be a General Partner pursuant to the terms of this Agreement.

"***Limited Partner***" means any Person who (i) is referred to as such in the first paragraph of this Agreement, or has become a Limited Partner pursuant to the terms of this Agreement, and (ii) has not ceased to be a Limited Partner pursuant to the terms of this Agreement.

"***Liquidator***" has the meaning set forth in Section 5.3.

"***Losses***" means, for each Fiscal Year, the losses and deductions of the Partnership determined in accordance with accounting principles consistently applied from year to year employed under the Partnership's method of accounting and as reported, separately or in the aggregate, as appropriate, on the Partnership's information tax return filed for federal income tax purposes, plus any expenditures described in Code Section 705(a)(2)(B).

"***Majority Interest***" means the owners of more than fifty percent (50%) of the Percentage Interests of Class A Limited Partners.

"NAV Ratio Trigger Period" means a Class B NAV Ratio Trigger Period or a Class C NAV Ratio Trigger Period.

"Net Increase in Working Capital Accounts" means the excess of (i) Restricted Cash plus Management and Incentive Fees Receivable plus Other Assets plus Deferred Incentive Fees Receivable less Accounts Payable less Accrued and Other Liabilities as of the end of the period being measured over (ii) Restricted Cash plus Management and Incentive Fees Receivable plus Other Assets plus Deferred Incentive Fees Receivable less Accounts Payable less Accrued and Other Liabilities as of the beginning of the period being measured; provided, however, that amounts within each of the aforementioned categories shall be excluded from the calculation to the extent they are specifically identified as being derived from investing or financing activities. Each of the capitalized terms in this definition shall have the meaning given them in the books and records of the Partnership and appropriate adjustments may be made to the extent the Partnership adds new ledger accounts to its books and records that are current assets or current liabilities.

"***New Issues***" means Securities that are considered to be "new issues," as defined in the Conduct Rules of the National Association of Securities Dealers, Inc.

"***Nonrecourse Deduction***" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(1), as computed under Treasury Regulations Section 1.704-2(c).

"***Nonrecourse* Liability**" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"Operating Cash Flow" means Total Revenue less Total Operating Expenses plus Depreciation & Amortization less Net Increase in Working Capital Accounts year over year. Each of the capitalized terms in this definition shall have the meaning given them in the books and records of the Partnership.

"***Partner***" means a General Partner or a Limited Partner.

"***Partner Nonrecourse Debt***" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(4).

"***Partner Nonrecourse Deductions***" has the meaning set forth in Treasury Regulations Section 1.704-2(i)(2).

"***Partner Nonrecourse Debt Minimum Gain***" has the meaning set forth in Treasury Regulations Section 1.704-2(i)(5).

"***Partnership***" means Highland Capital Management, L.P., the Delaware limited partnership established pursuant to this Agreement.

"***Partnership Capital***" means, as of any relevant date, the net book value of the Partnership's assets.

"***Partnership Interest***" means the interest acquired by a Partner in the Partnership including, without limitation, that Partner's right: (a) to an allocable share of the Profits, Losses, deductions, and credits of the Partnership; (b) to a distributive share of the assets of the Partnership; (c) if a Limited Partner, to vote on those matters described in this Agreement; and (d) if the General Partner, to manage and operate the Partnership.

"***Partnership Minimum Gain***" has the meaning set forth in Treasury Regulations Section 1.704-2(d).

"***Percentage Interest***" means the percentage set forth opposite each Partner's name on Exhibit A as such Exhibit may be amended from time to time in accordance with this Agreement.

"***Person***" means an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.

"Priority Distributions" has the meaning set forth in Section 3.9(b).

"***Profits***" means, for each Fiscal Year, the income and gains of the Partnership determined in accordance with accounting principles consistently applied from year to year employed under the Partnership's method of accounting and as reported, separately or in the aggregate, as appropriate, on the Partnership's information tax return filed for federal income tax purposes, plus any income described in Code Section 705(a)(1)(B).

"***Profits Interest Partner***" means any Person who is issued a Partnership Interest that is treated as a "profits interest" for federal income tax purposes.

"Purchase Notes" means those certain Secured Promissory Notes of even date herewith by and among Hunter Mountain Investment Trust, as maker, and The Dugaboy Investment Trust, The Mark K. Okada, The Mark and Pamela Okada Family Trust – Exempt Trust #1, and The Mark K. Okada, The Mark and Pamela Okada Family Trust – Exempt Trust #2, each as Payees of the respective Secured Promissory Notes.

"***Record Date***" means the date established by the General Partner for determining the identity of Limited Partners entitled to vote or give consent to Partnership action or entitled to exercise rights in respect of any other lawful action of Limited Partners.

"***Second Amended Buy-Sell and Redemption Agreement***" means that certain Second Amended and Restated Buy-Sell and Redemption Agreement, dated December 21, 2015, to be effective as of December 21, 2015 by and between the Partnership and its Partners, as may be amended, supplemented, or restated from time to time.

"***Securities***" means the following: (i) securities of any kind (including, without limitation, "securities" as that term is defined in Section 2(a)(1) of the Securities Act; (ii) commodities of any kind (as that term is defined by the U.S. Securities Laws and the rules and regulations promulgated thereunder); (iii) any contracts for future or forward delivery of any security, commodity or currency; (iv) any contracts based on any securities or group of securities, commodities or currencies; (v) any options on any contracts referred to in clauses (iii) or (iv); or (vi) any evidences of indebtedness (including participations in or assignments of bank loans or trade credit claims). The items set forth in clauses (i) through (vi) herein include, but are not limited to, capital stock, common stock, preferred stock, convertible securities, reorganization certificates, subscriptions, warrants, rights, options, puts, calls, bonds, mutual fund interests, debentures, notes, certificates of deposit, letters of credit, bankers acceptances, trust receipts and other securities of any corporation or other entity, whether readily marketable or not, rights and options, whether granted or written by the Partnership or by others, treasury bills, bonds and notes, any securities or obligations issued or guaranteed by the United States or any foreign country or any state or possession of the United States or any foreign country or any political subdivision or agency or instrumentality of any of the foregoing, and derivatives of any of the foregoing.

"***Securities Act***" means the Securities Act of 1933, as amended, and any successor to such statute.

"***Substitute Limited Partner***" has the meaning set forth in Section 4.6(a).

"***Transfer***" or derivations thereof, of a Partnership Interest means, as a noun, the transfer, sale, assignment, exchange, pledge, hypothecation or other disposition of a Partnership Interest, or any part thereof, directly or indirectly, and as a verb, voluntarily or involuntarily to transfer, sell, assign, exchange, pledge, hypothecate or otherwise dispose of.

"***Treasury Regulations***" means the Department of Treasury Regulations promulgated under the Code, as amended and in effect (including corresponding provisions of succeeding regulations).

2.2. Other Definitions. All terms used in this Agreement that are not defined in this Article 2 have the meanings contained elsewhere in this Agreement.

ARTICLE 3

FINANCIAL MATTERS

3.1. Capital Contributions.

(a) Initial Capital Contributions. The initial Capital Contribution of each Partner shall be set forth in the books and records of the Partnership.

(b) Additional Capital Contributions.

(i) The General Partner, in its reasonable discretion and for a *bona fide* business purpose, may request in writing that the Founding Partner Group make additional Capital Contributions in proportion to their Percentage Interests (each, an "***Additional Capital Contribution***").

(ii) Any failure by a Partner to make an Additional Capital Contribution requested under Section 3.1(b)(i) on or before the date on which that Additional Capital Contribution was due shall result in the Partner being in default.

(c) Consequences to Defaulting Partners. In the event a Partner is in default under Section 3.1(b) (a "***Defaulting Partner***"), the Defaulting Partner, in its sole and unfettered discretion, may elect to take either one of the option set forth below.

(i) Default Loans. If the Defaulting Partner so elects, the General Partner shall make a loan to the Defaulting Partner in an amount equal to that Defaulting Partner's additional capital contribution (a "***Default Loan***"). A Default Loan shall be deemed advanced on the date actually advanced. Default Loans shall earn interest on the outstanding principal amount thereof at a rate equal to the Applicable Federal Mid-Term Rate (determined by the Internal Revenue Service for the month in which the loan is deemed made) from the date actually advanced until the same is repaid in full. The term of any Default Loan shall be six (6) months, unless otherwise extended by the General Partner in its sole and unfettered discretion. If the General Partner makes a Default Loan, the Defaulting Partner shall not receive any distributions pursuant to Section 3.9(a) or Section 5.3 or any proceeds from the Transfer of all or any part of its Partnership Interest while the Default Loan remains unpaid. Instead, the Defaulting Partner's share of distributions or such other proceeds shall (until all Default Loans and interest thereon shall have been repaid in full) first be paid to the General Partner. Such payments shall be applied first to the payment of interest on such Default Loans and then to the repayment of the principal amounts thereof, but shall be considered, for all other purposes of this Agreement, to have been distributed to the Defaulting Partner. The Defaulting Partner shall be liable for the reasonable fees and expenses incurred by the General Partner (including, without limitation, reasonable attorneys' fees and disbursements) in connection with any enforcement or foreclosure upon any Default Loan and such costs shall, to the extent enforceable under applicable law, be added to the principal amount of the applicable Default Loan. In addition, at any time during the term of such Default Loan, the Defaulting Partner shall have the right to repay, in full, the Default Loan (including interest and any other charges). If the General Partner makes a Default Loan, the Defaulting Partner shall be deemed to have pledged to the General Partner and granted to the General Partner a continuing first priority security interest in, all of the Defaulting Partner's Partnership Interest to secure the payment of the principal of, and interest on, such Default Loan in accordance with the provisions hereof, and for such purpose this Agreement shall constitute a security agreement. The Defaulting Partner shall promptly execute, acknowledge and deliver such financing statements, continuation statements or other documents and take such other actions as the General Partner shall request in writing in order to perfect or continue the perfection of such security interest; and, if the Defaulting Partner shall fail to do so within seven (7) days after the Defaulting Partner's receipt of a notice making demand therefor, the General Partner is hereby appointed the attorney-in-fact of, and is hereby authorized on behalf of, the Defaulting Partner, to execute, acknowledge and deliver all such documents and take all such other actions as may be required to perfect such security interest. Such appointment and authorization are coupled with an interest and shall be irrevocable. The General Partner shall, prior to exercising any right or remedy (whether at law, in equity or pursuant to the terms hereof) available to it in connection with such security interest, provide to the Defaulting Partner a notice, in reasonable detail, of the right or remedy to be exercised and the intended timing of such exercise which shall not be less than five (5) days following the date of such notice.

(ii) Reduction of Percentage Interest. If the Defaulting Partner does not elect to obtain a Default Loan pursuant to Section 3.1(c)(i), the General Partner shall reduce the Defaulting Partner's Percentage Interest in accordance with the following formula:

> The Defaulting Partner's new Percentage Interest shall equal the product of (1) the Defaulting Partner's current Percentage Interest, multiplied by (2) the quotient of (a) the current Capital Account of the Defaulting Partner (with such Capital Account determined after taking into account a revaluation of the Capital Accounts immediately prior to such determination), divided by (b) the sum of (i) the current Capital Account of the Defaulting Partner (with such Capital Account determined after taking into account a revaluation of the Capital Accounts immediately prior to such determination), plus (ii) the amount of the additional capital contribution that such Defaulting Partner failed to make when due.

To the extent any downward adjustment is made to the Percentage Interest of a Partner pursuant to this Section 3.1(c)(ii), any resulting benefit shall accrue to the Partners (other than the Defaulting Partner) in proportion to their respective Percentage Interests.

3.2. Allocations of Profits and Losses.

(a) Allocations of Profits. Except as provided in Sections 3.4, 3.5, and 3.6, Profits for any Fiscal Year will be allocated to the Partners as follows:

(i) First, to the Partners until cumulative Profits allocated under this Section 3.2(a)(i) for all prior periods equal the cumulative Losses allocated to the Partners under Section 3.2(b)(iii) for all prior periods in the inverse order in which such Losses were allocated; and

(ii) Next, to the Partners until cumulative Profits allocated under this Section 3.2(a)(ii) for all prior periods equal the cumulative Losses allocated to the Partners under Section 3.2(b)(ii) for all prior periods in the inverse order in which such Losses were allocated; and

(iii) Then, to all Partners in proportion to their respective Percentage Interests.

(b) Allocations of Losses. Except as provided in Sections 3.4, 3.5, and 3.6, Losses for any Fiscal Year will be will be allocated as follows:

(i) First, to the Partners until cumulative Losses allocated under this Section 3.2(b)(i) for all prior periods equal the cumulative Profits allocated to the Partners under Section 3.2(a)(iii) for all prior periods in the inverse order in which such Profits were allocated; and

(ii) Next, to the Partners in proportion to their respective positive Capital Account balances until the aggregate Capital Account balances of the Partners (excluding any negative Capital Account balances) equal zero; *provided, however,* losses shall first be allocated to reduce amounts that were last allocated to the Capital Accounts of the Partners; and

(iii) Then, to all Partners in proportion to their respective Percentage Interests.

(c) Limitation on Loss Allocations. If any allocation of Losses would cause a Limited Partner to have an Adjusted Capital Account Deficit, those Losses instead shall be allocated to the General Partner.

3.3. Allocations on Transfers. Taxable items of the Partnership attributable to a Partnership Interest that has been Transferred (including the simultaneous decrease in the Partnership Interest of existing Partners resulting from the admission of a new Partner) shall be allocated in accordance with Section 4.3(d).

3.4. Special Allocations. If the requisite stated conditions or facts are present, the following special allocations shall be made in the following order:

(a) Partnership Minimum Gain Chargeback**.** Notwithstanding any other provision of this Article 3, if there is a net decrease in Partnership Minimum Gain during any taxable year or other period for which allocations are made, prior to any other allocation under this Agreement, each Partner shall be specially allocated items of Partnership income and gain for that period (and, if necessary, subsequent periods) in proportion to, and to the extent of, an amount equal to that Partner's share of the net decrease in Partnership Minimum Gain during that year determined in accordance with Treasury Regulations Section 1.704-2(g)(2)**.** The items to be allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(g)**.** This Section 3.4(a) is intended to comply with the partnership minimum gain chargeback requirements of the Treasury Regulations and shall be subject to all exceptions provided therein.

(b) Partner Nonrecourse Debt Minimum Gain Chargeback**.** Notwithstanding any other provision of this Article 3 (other than Section 3.4(a)), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain with respect to a Partner Nonrecourse Debt during any taxable year or other period for which allocations are made, any Partner with a share of such Partner Nonrecourse Debt Minimum Gain as of the beginning of the year shall be specially allocated items of Partnership income and gain for that period (and, if necessary, subsequent periods in an amount equal to that Partner's share of the net decrease in the Partner Nonrecourse Debt Minimum Gain during that year determined in accordance with Treasury Regulations Section 1.704-2(g)(2)**.** The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(g)**.** This Section 3.4(b) is intended to comply with the partner nonrecourse debt minimum gain chargeback requirements of the Treasury Regulations, shall be interpreted consistently with the Treasury Regulations and shall be subject to all exceptions provided therein.

(c) Qualified Income Offset**.** If a Partner unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (d)(5) or (d)(6), then items of Partnership income and gain shall be specially allocated to each such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of the Partner as quickly as possible; *provided, however,* an allocation pursuant to this Section 3.4(c) shall be made if and only to the extent that the Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 3 have been tentatively made without considering this Section 3.4(c).

(d) Gross Income Allocation**.** If a Partner has a deficit Capital Account at the end of any Fiscal Year of the Partnership that exceeds the sum of (i) the amount the Partner is obligated to restore, and (ii) the amount the Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), then each such Partner shall be specially allocated items of income and gain of the Partnership in the amount of the excess as quickly as possible; *provided, however,* an allocation pursuant to this Section 3.4(d) shall be made if and only to

the extent that the Partner would have a deficit Capital Account in excess of that sum after all other allocations provided for in this Article 3 have been tentatively made without considering Section 3.4(c) or 3.4(d).

(e) Nonrecourse Deductions. Nonrecourse Deductions for any taxable year or other period for which allocations are made shall he allocated among the Partners in accordance with their Percentage interests.

(f) Partner Nonrecourse Deductions. Notwithstanding anything to the contrary in this Agreement, any Partner Nonrecourse Deductions for any taxable year or other period for which allocations are made will be allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which the Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

(g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any asset of the Partnership under Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) and that gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Treasury Regulations.

(h) Section 481 Adjustments. Any allocable items of income, gain, expense, deduction or credit required to be made by Section 481 of the Code as the result of the sale, transfer, exchange or issuance of a Partnership Interest will be specially allocated to the Partner receiving said Partnership Interest whether such items are positive or negative in amount.

3.5. Curative Allocations. The "***Basic Regulatory Allocations***" consist of (i) the allocations pursuant to Section 3.2(c), and (ii) the allocations pursuant to Sections 3.4. Notwithstanding any other provision of this Agreement, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Partners so that, to the extent possible, the net amount of the allocations of other items and the Basic Regulatory Allocations to each Partner shall be equal to the net amount that would have been allocated to each such Partner if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Section 3.5 shall be made with respect to allocations pursuant to Section 3.4 (g) and (h) only to the extent that it is reasonably determined that those allocations will otherwise be inconsistent with the economic agreement among the Partners. To the extent that a special allocation under Section 3.4 is determined not to comply with applicable Treasury Regulations, then the Partners intend that the items shall be allocated in accordance with the Partners' varying Percentage Interests throughout each tax year during which such items are recognized for tax purposes.

3.6. Code Section 704(c) Allocations. In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation at the time of the contribution between the tax basis of the property to the Partnership and the fair market value of that property. Except as otherwise provided herein, any elections or other decisions relating to those allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intent of this Agreement. Allocations of income, gain, loss and deduction pursuant to this Section 3.6 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, the Capital Account of any Partner or the share

of Profits, Losses, other tax items or distributions of any Partner pursuant to any provision of this Agreement.

3.7. Capital Accounts.

(a) Maintenance of Capital Accounts. The Partnership shall establish and maintain a separate capital account (*"**Capital Account**"*) for each Partner in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv), subject to and in accordance with the provisions set forth in this Section 3.7.

(i) The Capital Account balance of each Partner shall be credited (increased) by (A) the amount of cash contributed by that Partner to the capital of the Partnership, (B) the fair market value of property contributed by that Partner to the capital of the Partnership (net of liabilities secured by that contributed property that the Partnership assumes or takes subject to under Code Section 752), and (C) that Partner's allocable share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Sections 3.4 and 3.5; and

(ii) The Capital Account balance of each Partner shall be debited (decreased) by (A) the amount of cash distributed to that Partner by the Partnership, (B) the fair market value of property distributed to that Partner by the Partnership (net of liabilities secured by that distributed property that such Partner assumes or takes subject to under Code Section 752), (C) that Partner's allocable share of expenditures of the Partnership described in Code Section 705(a)(2)(B), and (D) that Partner's allocable share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Sections 3.2, 3.4 and 3.5.

The provisions of this Section 3.7 and the other provisions of this Agreement relating to the maintenance of Capital Accounts have been included in this Agreement to comply with Code Section 704(b) and the Treasury Regulations promulgated thereunder and will be interpreted and applied in a manner consistent with those provisions. The General Partner may modify the manner in which the Capital Accounts are maintained under this Section 3.7 in order to comply with those provisions, as well as upon the occurrence of events that might otherwise cause this Agreement not to comply with those provisions.

(b) Negative Capital Accounts. If any Partner has a deficit balance in its Capital Account, that Partner shall have no obligation to restore that negative balance or to make any Capital Contribution by reason thereof, and that negative balance shall not be considered an asset of the Partnership or of any Partner.

(c) Interest. No interest shall be paid by the Partnership on Capital Contributions or on balances in Capital Accounts.

(d) No Withdrawal. No Partner shall be entitled to withdraw any part of his/her/its Capital Contribution or his/her/its Capital Account or to receive any distribution from the Partnership, except as provided in Section 3.9 and Article 5.

(e) Loans From Partners. Loans by a Partner to the Partnership shall not be considered Capital Contributions.

(f) Revaluations. The Capital Accounts of the Partners shall not be "booked-up" or "booked-down" to their fair market values under Treasury Regulations Section 1.704(c)-1(b)(2)(iv)(f) or otherwise.

3.8. Distributive Share for Tax Purpose. All items of income, deduction, gain, loss or credit that are recognized for federal income tax purposes will be allocated among the Partners in accordance with the allocations of Profits and Losses hereunder as determined by the General Partner in its sole and unfettered discretion. Notwithstanding the foregoing, the General Partner may (i) as to each New Issue, specially allocate to the Partners who were allocated New Issue Profit from that New Issue any short-term capital gains realized during the Fiscal Year upon the disposition of such New Issue during that Fiscal Year, and (ii) specially allocate items of gain (or loss) to Partners who withdraw capital during any Fiscal Year in a manner designed to ensure that each withdrawing Partner is allocated gain (or loss) in an amount equal to the difference between that Partner's Capital Account balance (or portion thereof being withdrawn) at the time of the withdrawal and the tax basis for his/her/ its Partnership Interest at that time (or proportionate amount thereof); *provided, however,* that the General Partner may, without the consent of any other Partner, (a) alter the allocation of any item of taxable income, gain, loss, deduction or credit in any specific instance where the General Partner, in its sole and unfettered discretion, determines such alteration to be necessary or appropriate to avoid a materially inequitable result *(e.g.,* where the allocation would create an inappropriate tax liability); and/or (b) adopt whatever other method of allocating tax items as the General Partner determines is necessary or appropriate in order to be consistent with the spirit and intent of the Treasury Regulations under Code Sections 704(b) and 704(c).

3.9. Distributions.

(a) General. The General Partner may make such pro rata or non-pro rata distributions as it may determine in its sole and unfettered discretion, without being limited to current or accumulated income or gains, but no such distribution shall be made out of funds required to make current payments on Partnership indebtedness; provided, however, that the General Partner may not make non-pro rata distributions under this Section 3.9(a) during an NAV Ratio Trigger Period without the consent of the Class B Limited Partner (in the case of a Class B NAV Ratio Trigger Period) and/or the Class C Limited Partner (in the case of a Class C NAV Ratio Trigger Period); provided, further this provision should not be interpreted to limit in any way the General Partner's ability to make non-pro rata tax distributions under Section 3.9(c) and Section 3.9(f). The Partnership has entered into one or more credit facilities with financial institutions that may limit the amount and timing of distributions to the Partners. Thus, the Partners acknowledge that distributions from the Partnership may be limited. Any distributions made to the Class B Limited Partner or the Class C Limited Partner pursuant to Section 3.9(b) shall reduce distributions otherwise allocable to such Partners under this Section 3.9(a) until such aggregate reductions are equal to the aggregate distributions made to the Class B Partners and the Class C Partners under Section 3.9(b).

(b) Priority Distributions. Prior to the distribution of any amounts to Partners pursuant to Section 3.9(a), and notwithstanding any other provision in this Agreement to the contrary, the Partnership shall make the following distributions ("***Priority Distributions***") pro-rata among the Class B Limited Partner and the Class C Limited Partner in accordance with their relative Percentage Interests:

(i) No later than March 31st of each calendar year, commencing March 31, 2017, an amount equal to $1,600,000.00;

(ii) No later than March 31st of each year, commencing March 31, 2017, an amount equal to three percent (3%) of the Partnership's investment gain for the prior year, as reflected in the Partnership's books and records within ledger account number 90100 plus three percent (3%) of the gross realized investment gains for the prior year of Highland Select Equity Fund, as reflected in its books and records;

(iii) No later than March 31st of each year, commencing March 31, 2017, an amount equal to ten percent (10%) of the Partnership's Operating Cash Flow for the prior year; and

(iv) No later than December 24th of each year, commencing December 24, 2016, an amount equal to the aggregate annual principal and interest payments on the Purchase Notes for the then current year.

(c) Tax Distributions. The General Partner may, in its sole discretion, declare and make cash distributions pursuant hereto to the Partners to allow the federal and state income tax attributable to the Partnership's taxable income that is passed through the Partnership to the Partners to be paid by such Partners (a "***Tax Distribution***"). The General Partner may, in its discretion, make Tax Distributions to the Founding Partner Group without also making Tax Distributions to other Partners; provided, however, that if the General Partner makes Tax Distributions to the Founding Partner Group, Tax Distributions must also be made the Class B Limited Partner to the extent the Class B Limited Partner provides the Partnership with documentation showing it is subject to an entity-level federal income tax obligation. Notwithstanding anything else in this Agreement, the General Partner may declare and pay Tax Distributions even if such Tax Distributions cause the Partnership to be unable to make Priority Distributions under Section 3.9(b).

(d) Payments Not Deemed Distributions. Any amounts paid pursuant to Sections 4.1(e) or 4.1(h) shall not be deemed to be distributions for purposes of this Agreement.

(e) Withheld Amounts. Notwithstanding any other provision of this Section 3.9 to the contrary, each Partner hereby authorizes the Partnership to withhold and to pay over, or otherwise pay, any withholding or other taxes payable by the Partnership with respect to that Partner as a result of that Partner's participation in the Partnership. If and to the extent that the Partnership shall be required to withhold or pay any such taxes, that Partner shall be deemed for all purposes of this Agreement to have received a payment from the Partnership as of the time that withholding or tax is paid, which payment shall be deemed to be a distribution with respect to that Partner's Partnership Interest to the extent that the Partner (or any successor to that Partner's Partnership Interest) is then entitled to receive a distribution. To the extent that the aggregate of such payments to a Partner for any period exceeds the distributions to which that Partner is entitled for that period, the amount of such excess shall be considered a loan from the Partnership to that Partner. Such loan shall bear interest (which interest shall be treated as an item of income to the Partnership) at the "Applicable Federal Rate" (as defined in the Code), as determined hereunder from time to time, until discharged by that Partner by repayment, which may be made in the sole and unfettered discretion of the General Partner out of distributions to which that Partner would otherwise be subsequently entitled. Any withholdings authorized by this Section 3.9(d) shall be made at the maximum applicable statutory rate under the applicable tax law unless the General Partner shall have received an opinion of counsel or other evidence satisfactory to the General Partner to the effect that a lower rate is applicable, or that no withholding is applicable.

(f) Special Tax Distributions. The Partnership shall, upon request of such Founding Partner, make distributions to the Founding Partners (or loans, at the election of the General Partner) in an amount necessary for each of them to pay their respective federal income tax obligations incurred through the effective date of the Third Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P., the predecessor to this Agreement.

(g) Tolling of Priority Distributions. In the event of a "Honis Trigger Event," as defined in the Second Amended Buy-Sell and Redemption Agreement, the Partnership shall not make any distributions, including priority distributions under Section 3.9(b), to the Class B Limited Partner or the Class C Limited Partner until such time as a replacement trust administrator, manager and general partner,

as applicable, acceptable to the Partnership in its sole discretion, as indicated by an affirmative vote of consent by a Majority Interest, shall be appointed to the Class B Limited Partner/Class C Limited Partner and any of its direct or indirect owners that have governing documents directly affected by a Honis Trigger Event.

3.10. Compensation and Reimbursement of General Partner.

(a) Compensation. The General Partner and any Affiliate of the General Partner shall receive no compensation from the Partnership for services rendered pursuant to this Agreement or any other agreements unless approved by a Majority Interest; provided, however, that no compensation above five million dollars per year may be approved, even by a Majority Interest, during a NAV Ratio Trigger Period.

(b) Reimbursement for Expenses. In addition to amounts paid under other Sections of this Agreement, the General Partner and its Affiliates shall be reimbursed for all expenses, disbursements, and advances incurred or made, and all fees, deposits, and other sums paid in connection with the organization and operation of the Partnership, the qualification of the Partnership to do business, and all related matters.

3.11. Books, Records, Accounting, and Reports.

(a) Records and Accounting. The General Partner shall keep or cause to be kept appropriate books and records with respect to the Partnership's business, which shall at all times be kept at the principal office of the Partnership or such other office as the General Partner may designate for such purpose. The books of the Partnership shall be maintained for financial reporting purposes on the accrual basis or on a cash basis, as the General Partner shall determine in its sole and unfettered discretion, in accordance with generally accepted accounting principles and applicable law. Upon reasonable request, the Class B Limited Partner or the Class C Limited Partner may inspect the books and records of the Partnership.

(b) Fiscal Year. The fiscal year of the Partnership shall be the calendar year unless otherwise determined by the General Partner in its sole and unfettered discretion.

(c) Other Information. The General Partner may release information concerning the operations of the Partnership to any financial institution or other Person that has loaned or may loan funds to the Partnership or the General Partner or any of its Affiliates, and may release such information to any other Person for reasons reasonably related to the business and operations of the Partnership or as required by law or regulation of any regulatory body.

(d) Distribution Reporting to Class B Limited Partner and Class C Limited Partner. Upon request, the Partnership shall provide the Class B Limited Partner and/or the Class C Limited Partner information on any non-pro rata distributions made under Section 3.9 to Partners other than the Partner requesting the information.

3.12. Tax Matters.

(a) Tax Returns. The General Partner shall arrange for the preparation and timely filing of all returns of Partnership income, gain, loss, deduction, credit and other items necessary for federal, state and local income tax purposes. The General Partner shall deliver to each Partner as copy of his/her/its IRS Form K-1 as soon as practicable after the end of the Fiscal Year, but in no event later than October 1. The classification, realization, and recognition of income, gain, loss, deduction, credit and

other items shall be on the cash or accrual method of accounting for federal income tax purposes, as the General Partner shall determine in its sole and unfettered discretion. The General Partner in its sole and unfettered discretion may pay state and local income taxes attributable to operations of the Partnership and treat such taxes as an expense of the Partnership.

(b) Tax Elections. Except as otherwise provided herein, the General Partner shall, in its sole and unfettered discretion, determine whether to make any available tax election.

(c) Tax Controversies. Subject to the provisions hereof, the General Partner is designated the Tax Matters Partner (as defined in Code Section 6231), and is authorized and required to represent the Partnership, at the Partnership's expense, in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Each Partner agrees to cooperate with the General Partner in connection with such proceedings.

(d) Taxation as a Partnership. No election shall be made by the Partnership or any Partner for the Partnership to be excluded from the application of any of the provisions of Subchapter K, Chapter 1 of Subtitle A of the Code or from any similar provisions of any state tax laws.

ARTICLE 4

RIGHTS AND OBLIGATIONS OF PARTNERS

4.1. Rights and Obligations of the General Partner. In addition to the rights and obligations set forth elsewhere in this Agreement, the General Partner shall have the following rights and obligations:

(a) Management. The General Partner shall conduct, direct, and exercise full control of over all activities of the Partnership. Except as otherwise expressly provided in this Agreement, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner, and Limited Partners shall have no right of control over the business and affairs of the Partnership. In addition to the powers now or hereafter granted to a general partner of a limited partnership under applicable law or that are granted to the General Partner under any provision of this Agreement, the General Partner shall have full power and authority to do all things deemed necessary or desirable by it to conduct the business of the Partnership, including, without limitation: (i) the determination of the activities in which the Partnership will participate; (ii) the performance of any and all acts necessary or appropriate to the operation of any business of the Partnership (including, without limitation, purchasing and selling any asset, any debt instruments, any equity interests, any commercial paper, any note receivables and any other obligations); (iii) the procuring and maintaining of such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the General Partner; (iv) the acquisition, disposition, sale, mortgage, pledge, encumbrance, hyphothecation, of exchange of any or all of the assets of the Partnership; (v) the execution and delivery on behalf of, and in the name of the Partnership, deeds, deeds of trust, notes, leases, subleases, mortgages, bills of sale and any and all other contracts or instruments necessary or incidental to the conduct of the Partnership's business; (vi) the making of any expenditures, the borrowing of money, the guaranteeing of indebtedness and other liabilities, the issuance of evidences of indebtedness, and the incurrence of any obligations it deems necessary or advisable for the conduct of the activities of the Partnership, including, without limitation, the payment of compensation and reimbursement to the General Partner and its Affiliates pursuant to Section 3.10; (vii) the use of the assets of the Partnership (including, without limitation, cash on hand) for any Partnership purpose on any terms it sees fit, including, without limitation, the financing of operations of the Partnership, the lending of funds to other Persons, and the repayment of obligations

of the Partnership; (viii) the negotiation, execution, and performance of any contracts that it considers desirable, useful, or necessary to the conduct of the business or operations of the Partnership or the implementation of the General Partner's powers under this Agreement; (ix) the distribution of Partnership cash or other assets; (x) the selection, hiring and dismissal of employees, attorneys, accountants, consultants, contractors, agents and representatives and the determination of their compensation and other teens of employment or hiring; (xi) the formation of any further limited or general partnerships, joint ventures, or other relationships that it deems desirable and the contribution to such partnerships, ventures, or relationships of assets and properties of the Partnership; and (xii) the control of any matters affecting the rights and obligations of the Partnership, including, without limitation, the conduct of any litigation, the incurring of legal expenses, and the settlement of claims and suits.

(b) Certificate of Limited Partnership. The General Partner caused the Certificate of Limited Partnership of the Partnership to be filed with the Secretary of State of Delaware as required by the Delaware Act and shall cause to be filed such other certificates or documents (including, without limitation, copies, amendments, or restatements of this Agreement) as may be determined by the General Partner to be reasonable and necessary or appropriate for the formation, qualification, or registration and operation of a limited partnership (or a partnership in which Limited Partners have limited liability) in the State of Delaware and in any other state where the Partnership may elect to do business.

(c) Reliance by Third Parties. Notwithstanding any other provision of this Agreement to the contrary, no lender or purchaser or other Person, including any purchaser of property from the Partnership or any other Person dealing with the Partnership, shall be required to verify any representation by the General Partner as to its authority to encumber, sell, or otherwise use any assess or properties of the Partnership, and any such lender, purchaser, or other Person shall be entitled to rely exclusively on such representations and shall be entitled to deal with the General Partner as if it were the sole party in interest therein, both legally and beneficially. Each Limited Partner hereby waives any and all defenses or other remedies that may be available against any such lender, purchaser, or other Person to contest, negate, or disaffirm any action of the General Partner in connection with any such sale or financing. In no event shall any Person dealing with the General Partner or the General Partner's representative with respect to any business or property of the Partnership be obligated to ascertain that the terms of this Agreement have been complied with, and each such Person shall be entitled to rely on the assumptions that the Partnership has been duly formed and is validly in existence. In no event shall any such Person be obligated to inquire into the necessity or expedience of any act or action of the General Partner or the General Partner's representative, and every contract, agreement, deed, mortgage, security agreement, promissory note, or other instrument or document executed by the General Partner or the General Partner's representative with respect to any business or property of the Partnership shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (i), at the time of the execution and delivery thereof, this Agreement was in full force and effect; (ii) such instrument or document was duly executed in accordance with the terms and provisions of this Agreement and is binding upon the Partnership; and (iii) the General Partner or the General Partner's representative was duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the Partnership.

(d) Partnership Funds. The funds of the Partnership shall be deposited in such account or accounts as are designated by the General Partner. The General Partner may, in its sole and unfettered discretion, deposit funds of the Partnership in a central disbursing account maintained by or in the name of the General Partner, the Partnership, or any other Person into which funds of the General Partner, the Partnership, on other Persons are also deposited; *provided, however,* at all times books of account are maintained that show the amount of funds of the Partnership on deposit in such account and interest accrued with respect to such funds as credited to the Partnership. The General Partner may use the funds of the Partnership as compensating balances for its benefit; *provided, however,* such funds do

not directly or indirectly secure, and are not otherwise at risk on account of, any indebtedness or other obligation of the General Partner or any director, officer, employee, agent, representative, or Affiliate thereof. Nothing in this Section 4.1(d) shall be deemed to prohibit or limit in any manner the right of the Partnership to lend funds to the General Partner or any Affiliate thereof pursuant to Section 4.1(e)(i). All withdrawals from or charges against such accounts shall be made by the General Partner or by its representatives. Funds of the Partnership may be invested as determined by the General Partner in accordance with the terms and provisions of this Agreement.

(e) Loans to or from General Partner; Contracts with Affiliates; Joint Ventures.

(i) The General Partner or any Affiliate of the General Partner may lend to the Partnership funds needed by the Partnership for such periods of time as the General Partner may determine; *provided, however,* the General Partner or its Affiliate may not charge the Partnership interest at a rate greater than the rate (including points or other financing charges or fees) that would be charged the Partnership (without reference to the General Partner's financial abilities or guaranties) by unrelated lenders on comparable loans. The Partnership shall reimburse the General Partner or its Affiliate, as the case may be, for any costs incurred by the General Partner or that Affiliate in connection with the borrowing of funds obtained by the General Partner or that Affiliate and loaned to the Partnership. The Partnership may loan funds to the General Partner and any member of the Founding Partner Group at the General Partner's sole and exclusive discretion.

(ii) The General Partner or any of its Affiliates may enter into an agreement with the Partnership to render services, including management services, for the Partnership. Any service rendered for the Partnership by the General Partner or any Affiliate thereof shall be on terms that are fair and reasonable to the Partnership.

(iii) The Partnership may Transfer any assets to joint ventures or other partnerships in which it is or thereby becomes a participant upon terms and subject to such conditions consistent with applicable law as the General Partner deems appropriate; provided, however, that the Partnership may not transfer any asset to the General Partner or one of its Affiliates during any NAV Ratio Trigger Period for consideration less than such asset's fair market value.

(f) Outside Activities' Conflicts of Interest. The General Partner or any Affiliate thereof and any director, officer, employee, agent, or representative of the General Partner or any Affiliate thereof shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including, without limitation, business interests and activities in direct competition with the Partnership. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement or the partnership relationship created hereby in any business ventures of the General Partner, any Affiliate thereof, or any director, officer, employee, agent, or representative of either the General Partner or any Affiliate thereof.

(g) Resolution of Conflicts of Interest. Unless otherwise expressly provided in this Agreement or any other agreement contemplated herein, whenever a conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership or any Limited Partner, on the other hand, any action taken by the General Partner, in the absence of bad faith by the General Partner, shall not constitute a breach of this Agreement or any other agreement contemplated herein or a breach of any standard of care or duty imposed herein or therein or under the Delaware Act or any other applicable law, rule, or regulation.

(h) Indemnification. The Partnership shall indemnify and hold harmless the General Partner and any director, officer, employee, agent, or representative of the General Partner (collectively,

the "***GP Party***"), against all liabilities, losses, and damages incurred by any of them by reason of any act performed or omitted to be performed in the name of or on behalf of the Partnership, or in connection with the Partnership's business, including, without limitation, attorneys' fees and any amounts expended in the settlement of any claims or liabilities, losses, or damages, to the fullest extent permitted by the Delaware Act; *provided, however,* the Partnership shall have no obligation to indemnify and hold harmless a GP Party for any action or inaction that constitutes gross negligence or willful or wanton misconduct. The Partnership, in the sole and unfettered discretion of the General Partner, may indemnify and hold harmless any Limited Partner, employee, agent, or representative of the Partnership, any Person who is or was serving at the request of the Partnership acting through the General Partner as a director, officer, partner, trustee, employee, agent, or representative of another corporation, partnership, joint venture, trust, or other enterprise, and any other Person to the extent determined by the General Partner in its sole and unfettered discretion, but in no event shall such indemnification exceed the indemnification permitted by the Delaware Act. Notwithstanding anything to the contrary in this Section 4.1(h) or elsewhere in this Agreement, no amendment to the Delaware Act after the date of this Agreement shall reduce or limit in any manner the indemnification provided for or permitted by this Section 4.1(h) unless such reduction or limitation is mandated by such amendment for limited partnerships formed prior to the enactment of such amendment. In no event shall Limited Partners be subject to personal liability by reason of the indemnification provisions of this Agreement.

(i) Liability of General Partner.

(i) Neither the General Partner nor its directors, officers, employees, agents, or representatives shall be liable to the Partnership or any Limited Partner for errors in judgment or for any acts or omissions that do not constitute gross negligence or willful or wanton misconduct.

(ii) The General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its directors, officers, employees, agents, or representatives, and the General Partner shall not be responsible for any misconduct or negligence on the part of any agent or representative appointed by the General Partner.

(j) Reliance by General Partner.

(i) The General Partner may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(ii) The General Partner may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, and other consultants and advisers selected by it, and any opinion of any such Person as to matters which the General Partner believes to be within such Person's professional or expert competence shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by the General Partner hereunder in good faith and in accordance with such opinion.

(k) The General Partner may, from time to time, designate one or more Persons to be officers of the Partnership. No officer need be a Partner. Any officers so designated shall have such authority and perform such duties as the General Partner may, from time to time, delegate to them. The General Partner may assign titles to particular officers, including, without limitation, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer. Each officer shall hold office until such Person's successor shall be duly designated and shall qualify or until such Person's death or

until such Person shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same Person. The salaries or other compensation, if any, of the officers and agents of the Partnership shall be fixed from time to time by the General Partner. Any officer may be removed as such, either with or without cause, by the General Partner whenever in the General Partner's judgment the best interests of the Partnership will be served thereby. Any vacancy occurring in any office of the Partnership may be filled by the General Partner.

4.2. Rights and Obligations of Limited Partners. In addition to the rights and obligations of Limited Partners set forth elsewhere in this Agreement, Limited Partners shall have the following rights and obligations:

(a) Limitation of Liability. Limited Partners shall have no liability under this Agreement except as provided herein or under the Delaware Act.

(b) Management of Business. No Limited Partner shall take part in the control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name, or have the power to sign documents for or otherwise bind the Partnership other than as specifically set forth in this Agreement.

(c) Return of Capital. No Limited Partner shall be entitled to the withdrawal or return of its Capital Contribution except to the extent, if any, that distributions made pursuant to this Agreement or upon termination of the Partnership may be considered as such by law and then only to the extent provided for in this Agreement.

(d) Second Amended Buy-Sell and Redemption Agreement. Each Limited Partner shall comply with the terms and conditions of the Second Amended Buy-Sell and Redemption Agreement.

(e) Default on Priority Distributions. If the Partnership fails to timely pay Priority Distributions pursuant to Section 3.9(b), and the Partnership does not subsequently make such Priority Distribution within ninety days of its due date, the Class B Limited Partner or the Class C Limited Partner may require the Partnership to liquidate publicly traded securities held by the Partnership or Highland Select Equity Master Fund, L.P., a Delaware limited partnership controlled by the Partnership; provided, however, that the General Partner may in its sole discretion elect instead to liquidate other non-publicly traded securities owned by the Partnership in order to satisfy the Partnership's obligations under Section 3.9(b) and this Section 4.2(e). In either case, Affiliates of the General Partner shall have the right of first offer to purchase any securities liquidated under this Section 4.2(e).

4.3. Transfer of Partnership Interests.

(a) Transfer. No Partnership Interest shall be Transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Section 4.3 and the Second Amended Buy-Sell and Redemption Agreement. Any Transfer or purported Transfer of any Partnership Interest not made in accordance with this Section 4.3 and the Second Amended Buy-Sell and Redemption Agreement shall be null and void. An alleged transferee shall have no right to require any information or account of the Partnership's transactions or to inspect the Partnership's books. The Partnership shall be entitled to treat the alleged transferor of a Partnership Interest as the absolute owner thereof in all respects, and shall incur no liability to any alleged transferee for distributions to the Partner owning that Partnership Interest of record or for allocations of Profits, Losses, deductions or credits or for transmittal of reports and notices required to be given to holders of Partnership Interests.

(b) Transfers by General Partner. The General Partner may Transfer all, but not less than all, of its Partnership Interest to any Person only with the approval of a Majority Interest; provided, however, that the General Partner may not Transfer its Partnership Interest during any NAV Ratio Trigger Period except to the extent such Transfers are for estate planning purposes or resulting from the death of the individual owner of the General Partner. Any Transfer by the General Partner of its Partnership Interest under this Section 4.3(b) to an Affiliate of the General Partner or any other Person shall not constitute a withdrawal of the General Partner under Section 4.5(a), Section 5.1(b), or any other provision of this Agreement. If any such Transfer is deemed to constitute a withdrawal under such provisions or otherwise and results in the dissolution of the Partnership under this Agreement or the laws of any jurisdiction to which the Partnership of this Agreement is subject, the Partners hereby unanimously consent to the reconstitution and continuation of the Partnership immediately following such dissolution, pursuant to Section 5.2.

(c) Transfers by Limited Partners. The Partnership Interest of a Limited Partner may not be Transferred without the consent of the General Partner (which consent may be withheld in the sole and unfettered discretion of the General Partner), and in accordance with the Second Amended Buy-Sell and Redemption Agreement.

(d) Distributions and Allocations in Respect of Transferred Partnership Interests. If any Partnership Interest is Transferred during any Fiscal Year in compliance with the provisions of Article 4 and the Second Amended Buy-Sell and Redemption Agreement, Profits, Losses, and all other items attributable to the transferred interest for that period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the General Partner; provided that no allocations shall be made under this Section 4.3(d) that would affect any special allocations made under Section 3.4. All distributions declared on or before the date of that Transfer shall be made to the transferor. Solely for purposes of making such allocations and distributions, the Partnership shall recognize that Transfer not later than the end of the calendar month during which it is given notice of that Transfer; ***provided, however,*** if the Partnership does not receive a notice stating the date that Partnership Interest was Transferred and such other information as the General Partner may reasonably require within thirty (30) days after the end of the Fiscal Year during which the Transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the person who, according to the books and records of the Partnership, on the last day of the Fiscal Year during which the Transfer occurs, was the owner of the Partnership Interest. Neither the Partnership nor any Partner shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 4.3(d), whether or not any Partner or the Partnership has knowledge of any Transfer of ownership of any Partnership Interest.

(e) Forfeiture of Partnership Interests Pursuant to the Contribution Note. In the event any Class B Limited Partnership Interests are forfeited in favor of the Partnership as a result of any default on the Contribution Note, the Capital Accounts and Percentage Interests associated with such Class B Limited Partnership Interests shall be allocated pro rata among the Class A Partners. The Priority Distributions in Section 3.9(b) made after the date of such forfeiture shall each be reduced by an amount equal to the ratio of the Percentage Interest associated with the Class B Limited Partnership Interest transferred pursuant to this Section 4.3(e) over the aggregate Percentage Interests of all Class B Limited Partnership Interests and Class C Limited Partnership Interests, calculated immediately prior to any forfeiture of such Class B Limited Partnership Interest.

(f) Transfers of Partnership Interests Pursuant to the Purchase Notes. Notwithstanding any other provision in this Agreement, the Partnership shall respect, and the General Partner hereby provides automatic consent for, any transfers (in whole or transfers of partial interests) of

the Class C Limited Partnership Interests, or a portion thereof, if such transfer occurs as a result of a default on the Purchase Notes. Upon the transfer of any Class C Limited Partnership Interest to any member of the Founding Partner Group (or their assigns), such Class C Limited Partnership Interest shall automatically convert to a Class A Partnership Interest. The Priority Distributions in Section 3.9(b) shall each be reduced by an amount equal to the ratio of the Percentage Interest associated with the transferred Class C Limited Partnership Interest over the aggregate Percentage Interests of all Class B Limited Partnership Interests and Class C Limited Partnership Interests, calculated immediately prior to any transfer of such Class C Limited Partnership Interest.

4.4. Issuances of Partnership Interests to New and Existing Partners.

(a) Issuance of Partnership Interests to New Limited Partners. The General Partner may admit one or more additional Persons as Limited Partners ("Additional Limited Partners") to the Partnership at such times and upon such terms as it deems appropriate in its sole and unfettered discretion; provided, however, that the General Partner may only admit additional Persons as Limited Partners in relation to the issuance of equity incentives to key employees of the Partnership; provided, further that the General Partner may not issue such equity incentives to the extent they entitle the holders, in the aggregate, to a Percentage Interest in excess of twenty percent without the consent of the Class B Limited Partner and the Class C Limited Partner. All Class A Limited Partners, the Class B Limited Partner and the Class C Limited Partner shall be diluted proportionately by the issuance of such limited partnership interests. No Person may be admitted to the Partnership as a Limited Partner until he/she/it executes an Addendum to this Agreement in the form attached as Exhibit B (which may be modified by the General Partner in its sole and unfettered discretion) and an addendum to the Second Amended Buy-Sell and Redemption Agreement.

(b) Issuance of an Additional Partnership Interest to an Existing Partner. The General Partner may issue an additional Partnership Interest to any existing Partner at such times and upon such terms as it deems appropriate in its sole and unfettered discretion. Upon the issuance of an additional Partnership Interest to an existing Partner, the Percentage Interests of the members of the Founding Partner Group shall be diluted proportionately. Any additional Partnership Interest shall be subject to all the terms and conditions of this Agreement and the Second Amended Buy-Sell and Redemption Agreement.

4.5. Withdrawal of General Partner

(a) Option. In the event of the withdrawal of the General Partner from the Partnership, the departing General Partner (the "***Departing Partner***") shall, at the option of its successor (if any) exercisable prior to the effective date of the departure of that Departing Partner, promptly receive from its successor in exchange for its Partnership Interest as the General Partner, an amount in cash equal to its Capital Account balance, determined as of the effective date of its departure.

(b) Conversion. If the successor to a Departing Partner does not exercise the option described in Section 4.5(a), the Partnership Interest of the Departing Partner as the General Partner of the Partnership shall be converted into a Partnership Interest as a Limited Partner.

4.6. Admission of Substitute Limited Partners and Successor General Partner.

(a) Admission of Substitute Limited Partners. A transferee (which may be the heir or legatee of a Limited Partner) or assignee of a Limited Partner's Partnership Interest shall be entitled to receive only the distributive share of the Partnership's Profits, Losses, deductions, and credits attributable to that Partnership Interest. To become a substitute Limited Partner (a "***Substitute Limited Partner"),***

that transferee or assignee shall (1) obtain the consent of the General Partner (which consent may be withheld in the sole and unfettered discretion of the General Partner), (ii) comply with all the requirements of this Agreement and the Second Amended Buy-Sell and Redemption Agreement with respect to the Transfer of the Partnership Interest at issue, and (iii) execute an Addendum to this Agreement in the form attached as Exhibit B (which may be modified by the General Partner in its sole and unfettered discretion) and an addendum to the Second Amended Buy-Sell and Redemption Agreement. Upon admission of a Substitute Limited Partner, that Limited Partner shall be subject to all of the restrictions applicable to, shall assume all of the obligations of, and shall attain the status of a Limited Partner under and pursuant to this Agreement with respect to the Partnership Interest held by that Limited Partner.

(b) Admission of Successor General Partner. A successor General Partner selected pursuant to Section 5.2 or the transferee of or successor to all of the Partnership Interest of the General Partner pursuant to Section 4.3(b) shall be admitted to the Partnership as the General Partner, effective as of the date of the withdrawal or removal of the predecessor General Partner or the date of Transfer of that predecessor's Partnership Interest.

(c) Action by General Partner. In connection with the admission of any substitute Limited Partner or successor General Partner or any additional Limited Partner, the General Partner shall have the authority to take all such actions as it deems necessary or advisable in connection therewith, including the amendment of Exhibit A and the execution and filing with appropriate authorities of any necessary documentation.

ARTICLE 5

DISSOLUTION AND WINDING UP

5.1. Dissolution. The Partnership shall be dissolved upon:

(a) The withdrawal, bankruptcy, or dissolution of the General Partner, or any other event that results in its ceasing to be the General Partner (other than by reason of a Transfer pursuant to Section 4.3(b));

(b) An election to dissolve the Partnership by the General Partner that is approved by the affirmative vote of a Majority Interest; *provided, however,* the General Partner may dissolve the Partnership without the approval of the Limited Partners in order to comply with Section 14 of the Second Amended Buy-Sell and Redemption Agreement; or

(c) Any other event that, under the Delaware Act, would cause its dissolution.

For purposes of this Section 5.1, the bankruptcy of the General Partner shall be deemed to have occurred when the General Partner: (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceeding: (iv) files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the General Partner in a proceeding of the type described in clauses (i) through (iv) of this paragraph; (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the General Partner or of all or any substantial part of the General Partner's properties; or (vii) one hundred twenty (120) days expire after the date of the commencement of a proceeding against the General Partner seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or

similar relief under any law if the proceeding has not been previously dismissed, or ninety (90) days expire after the date of the appointment, without the General Partner's consent or acquiescence, of a trustee, receiver, or liquidator of the General Partner or of all or any substantial part of the General Partner's properties if the appointment has not previously been vacated or stayed, or ninety (90) days expire after the date of expiration of a stay, if the appointment has not previously been vacated.

5.2. Continuation of the Partnership. Upon the occurrence of an event described in Section 5.1(a), the Partnership shall be deemed to be dissolved and reconstituted if a Majority Interest elect to continue the Partnership within ninety (90) days of that event. If no election to continue the Partnership is made within ninety (90) days of that event, the Partnership shall conduct only activities necessary to wind up its affairs. If an election to continue the Partnership is made upon the occurrence of an event described in Section 5.1(a), then:

(a) Within that ninety (90)-day period a successor General Partner shall be selected by a Majority Interest;

(b) The Partnership shall be deemed to be reconstituted and shall continue until the end of the term for which it is formed unless earlier dissolved in accordance with this Article 5;

(c) The interest of the former General Partner shall be converted to an interest as a Limited Partner; and

(d) All necessary steps shall be taken to amend or restate this Agreement and the Certificate of Limited Partnership, and the successor General Partner may for this purpose amend this Agreement and the Certificate of Limited Partnership, as appropriate, without the consent of any Partner.

5.3. Liquidation. Upon dissolution of the Partnership, unless the Partnership is continued under Section 5.2, the General Partner or, in the event the General Partner has been dissolved, becomes bankrupt (as defined in Section 5.1), or withdraws from the Partnership, a liquidator or liquidating committee selected by a Majority Interest, shall be the Liquidator. The Liquidator (if other than the General Partner) shall be entitled to receive such compensation for its services as may be approved by a Majority Interest. The Liquidator shall agree not to resign at any time without fifteen (15) days' prior written notice and (if other than the General Partner) may be removed at any time, with or without cause, by notice of removal approved by a Majority Interest. Upon dissolution, removal, or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers, and duties of the original Liquidator) shall within thirty (30) days thereafter be selected by a Majority Interest. The right to appoint a successor or substitute Liquidator in the manner provided herein shall be recurring and continuing for so long as the functions and services of the Liquidator are authorized to continue under the provisions hereof, and every reference herein to the Liquidator shall be deemed to refer also to any such successor or substitute Liquidator appointed in the manner provided herein. Except as expressly provided in this Article 5, the Liquidator appointed in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers) to the extent necessary or desirable in the good faith judgment of the Liquidator to carry out the duties and functions of the Liquidator hereunder for and during such period of time as shall be reasonably required in the good faith judgment of the Liquidator to complete the winding up and liquidation of the Partnership as provided herein. The Liquidator shall liquidate the assets of the Partnership and apply and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of applicable law:

(a) To the payment of the expenses of the terminating transactions including, without limitation, brokerage commission, legal fees, accounting fees and closing costs;

(b) To the payment of creditors of the Partnership, including Partners, in order of priority provided by law;

(c) To the Partners and assignees to the extent of, and in proportion to, the positive balances in their respective Capital Accounts as provided in Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2); *provided, however,* the Liquidator may place in escrow a reserve of cash or other assets of the Partnership for contingent liabilities in an amount determined by the Liquidator to be appropriate for such purposes; and

(d) To the Partners in proportion to their respective Percentage Interests.

5.4. Distribution in Kind. Notwithstanding the provisions of Section 5.3 that require the liquidation of the assets of the Partnership, but subject to the order of priorities set forth therein, if on dissolution of the Partnership the Liquidator determines that an immediate sale of part or all of the Partnership's assets would be impractical or would cause undue loss to the Partners and assignees, the Liquidator may defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Partnership (other than those to Partners) and/or may distribute to the Partners and assignees, in lieu of cash, as tenants in common and in accordance with the provisions of Section 5.3, undivided interests in such Partnership assets as the Liquidator deems not suitable for liquidation. Any such distributions in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any joint operating agreements or other agreements governing the operation of such properties at such time. The Liquidator shall determine the fair market value of any property distributed in kind using such reasonable method of valuation as it may adopt.

5.5. Cancellation of Certificate of Limited Partnership. Upon the completion of the distribution of Partnership property as provided in Sections 5.3 and 5.4, the Partnership shall be terminated, and the Liquidator (or the General Partner and Limited Partners if necessary) shall cause the cancellation of the Certificate of Limited Partnership in the State of Delaware and of all qualifications and registrations of the Partnership as a foreign limited partnership in jurisdictions other **than** the State of Delaware and shall take such other actions as may be necessary to terminate the Partnership.

5.6. Return of Capital. The General Partner shall not be personally liable for the return of the Capital Contributions of Limited Partners, or any portion thereof, it being expressly understood that any such return shall be **made** solely from Partnership assets.

5.7. Waiver of Partition. Each Partner hereby waives any rights to partition of the Partnership property.

ARTICLE 6

GENERAL PROVISIONS

6.1. Amendments to Agreement. The General Partner may amend this Agreement without the consent of any Partner if the General Partner reasonably determines that such amendment is necessary and appropriate; *provided, however, any* action taken by the General Partner shall be subject to its fiduciary duties to the Limited Partners under the Delaware Act; provided further that any amendments

that adversely affect the Class B Limited Partner or the Class C Limited Partner may only be made with the consent of such Partner adversely affected.

6.2. Addresses and Notices. Any notice, demand, request, or report required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by United States registered or certified mail to the Partner at his/her/its address as shown on the records of the Partnership, regardless of any claim of any Person who may have an interest in any Partnership Interest by reason of an assignment or otherwise.

6.3. Titles and Captions. All article and section titles and captions in the Agreement are for convenience only, shall not be deemed part of this Agreement, and in no way shall define, limit, extend, or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise, references to "Articles," "Sections" and "Exhibits" are to "Articles," "Sections" and "Exhibits" of this Agreement. All Exhibits hereto are incorporated herein by reference.

6.4. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

6.5. Further Action. The parties shall execute all documents, provide all information, and take or refrain from taking all actions as may be necessary or appropriate to achieve the purposes of this Agreement.

6.6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns.

6.7. Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

6.8. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Partnership.

6.9. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement, or condition.

6.10. Counterparts. This agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

6.11. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

6.12. Invalidity of Provisions. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then the parties shall be relieved of all obligations arising under that provision, but only to the extent that it is illegal, unenforceable, or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying that provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is

not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

6.13. General Partner Discretion. Whenever the General Partner may use its sole discretion, the General Partner may consider any items it deems relevant, including its own interest and that of its affiliates.

6.14. Mandatory Arbitration. In the event there is an unresolved legal dispute between the parties and/or any of their respective officers, directors, partners, employees, agents, affiliates or other representatives that involves legal rights or remedies arising from this Agreement, the parties agree to submit their dispute to binding arbitration under the authority of the Federal Arbitration Act; provided, however, that the Partnership or such applicable affiliate thereof may pursue a temporary restraining order and /or preliminary injunctive relief in connection with any confidentiality covenants or agreements binding on the other party, with related expedited discovery for the parties, in a court of law, and thereafter, require arbitration of all issues of final relief. The arbitration will be conducted by the American Arbitration Association, or another mutually agreeable arbitration service. A panel of three arbitrators will preside over the arbitration and will together deliberate, decide and issue the final award. The arbitrators shall be duly licensed to practice law in the state of Texas. The discovery process shall be limited to the following: Each side shall be permitted no more than (i) two party depositions of six hours each, each deposition to be taken pursuant to the Texas Rules of Civil Procedure; (ii) one non-party deposition of six hours; (iii) twenty-five interrogatories; (iv) twenty-five requests for admissions; (v) ten request for production (in response, the producing party shall not be obligated to produce in excess of 5,000 total pages of documents, including electronic documents); and (vi) one request for disclosure pursuant to the Texas Rules of Civil Procedure. Any discovery not specifically provided for in this paragraph, whether to parties or non-parties, shall not be permitted. The arbitrators shall be required to state in a written opinion all facts and conclusions of law relied upon to support any decision rendered. The arbitrators will not have the authority to render a decision that contains an outcome based on error of state or federal law or to fashion a cause of action or remedy not otherwise provided for under applicable state or federal law. Any dispute over whether the arbitrators have failed to comply with the foregoing will be resolved by summary judgment in a court of law. In all other respects, the arbitration process will be conducted in accordance with the American Arbitration Association's dispute resolution rules or other mutually agreeable arbitration services rules. All proceedings shall be conducted in Dallas, Texas or another mutually agreeable site. Each party shall bear its own attorneys fees, costs and expenses, including any costs of experts, witnesses and /or travel, subject to a final arbitration award on who should bear costs and fees. The duty to arbitrate described above shall survive the termination of this Agreement. Except as otherwise provided above, the parties hereby waive trial in a court of law or by jury. All other rights, remedies, statutes of limitation and defenses applicable to claims asserted in a court of law will apply in the arbitration.

Remainder of Page intentionally Left Blank.
Signature Page Follows.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date and year first written above.

GENERAL PARTNER:

STRAND ADVISORS, INC.,
a Delaware corporation

By: _____
James D. Dondero,
President

LIMITED PARTNERS:

THE DUGABOY INVESTMENT TRUST

By: _____
Name: Nancy M. Dondero
Its: Trustee

THE MARK AND PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #1

By: _____
Name: Lawrence Tonomura
Its: Trustee

THE MARK AND PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #2

By: _____
Name: Lawrence Tonomura
Its: Trustee

MARK K. OKADA

_____
Mark K. Okada

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date and year first written above.

GENERAL PARTNER:

STRAND ADVISORS, INC.,
a Delaware corporation

By: _____
James D. Dondero,
President

LIMITED PARTNERS:

THE DUGABOY INVESTMENT TRUST

By: _____
Name: Nancy M. Dondero
Its: Trustee

THE MARK AND PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #1

By: _____
Name: Lawrence Tonomura
Its: Trustee

THE MARK AND PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #2

By: _____
Name: Lawrence Tonomura
Its: Trustee

MARK K. OKADA

_____
Mark K. Okada

HUNTER MOUNTAIN INVESTMENT TRUST
By: Beacon Mountain LLC, Administrator

By: _____
Name: John Honis
Its: President

Signature Page to Fourth Amended and Restated Agreement of Limited Partnership

EXHIBIT A

	Percentage Interest	
CLASS A PARTNERS	**By Class**	**Effective %**
GENERAL PARTNER:		
Strand Advisors	0.5573%	0.2508%
LIMITED PARTNERS:		
The Dugaboy Investment Trust	74.4426%	0.1866%
Mark K. Okada	19.4268%	0.0487%
The Mark and Pamela Okada Family Trust - Exempt Trust #1	3.9013%	0.0098%
The Mark and Pamela Okada Family Trust - Exempt Trust #2	1.6720%	0.0042%
Total Class A Percentage Interest	100.0000%	0.500%
CLASS B LIMITED PARTNERS		
Hunter Mountain Investment Trust	100.0000%	55.0000%
CLASS C LIMITED PARTNERS		
Hunter Mountain Investment Trust	100.0000%	44.500%
PROFIT AND LOSS AMONG CLASSES		
Class A Partners	0.5000%	
Class B Partners	55.0000%	
Class C Partners	44.5000%	

EXHIBIT B

ADDENDUM
TO THE
FOURTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF
HIGHLAND CAPITAL MANAGEMENT, L.P.

THIS ADDENDUM (this "**Addendum**") to that certain Fourth Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P., dated December 24, 2015, to be effective as of December 24, 2015, as amended from time to time (the "Agreement"), is made and entered into as of the ___ day of _____, 20_, by and between Strand Advisors, Inc., as the sole General Partner (the "**General Partner**") of Highland Capital Management, L.P. (the "**Partnership**") and _____ ("_____") (except as otherwise provided herein, all capitalized terms used herein shall have the meanings set forth in the Agreement).

RECITALS:

WHEREAS, the General Partner, in its sole and unfettered discretion, and without the consent of any Limited Partner, has the authority under (i) Section 4.4 of the Agreement to admit Additional Limited Partners, (ii) Section 4.6 of the Agreement to admit Substitute Limited Partners and (iii) Section 6.1 of the Agreement to amend the Agreement;

WHEREAS, the General Partner desires to admit _____ as a Class __ Limited Partner holding a __% Percentage Interest in the Partnership as of the date hereof;

WHEREAS, _____desires to become a Class __ Limited Partner and be bound by the terms and conditions of the Agreement; and

WHEREAS, the General Partner desires to amend the Agreement to add _____ as a party thereto.

AGREEMENT:

RESOLVED, as a condition to receiving a Partnership Interest in the Partnership, _____ acknowledges and agrees that he/she/it (i) has received and read a copy of the Agreement, (ii) shall be bound by the terms and conditions of the Agreement; and (iii) shall promptly execute an addendum to the Second Amended Buy-Sell and Redemption Agreement; and be it

FURTHER RESOLVED, the General Partner hereby amends the Agreement to add _____ as a Limited Partner, and the General Partner shall attach this Addendum to the Agreement and make it a part thereof; and be it

FURTHER RESOLVED, this Addendum may be executed in any number of counterparts, all of which together shall constitute one Addendum binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the day and year above written.

GENERAL PARTNER:

STRAND ADVISORS, INC.

By: _____
Name: _____
Title: _____

NEW LIMITED PARTNER:

[_____]

AGREED AND ACCEPTED:

In consideration of the terms of this Addendum and the Agreement, in consideration of the Partnership's allowing the above signed Person to become a Limited Partner of the Partnership, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned shall be bound by the terms and conditions of the Agreement as though a party thereto.

SPOUSE OF NEW LIMITED PARTNER:

[_____]

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	**ADVERSARY PROCEEDING NUMBER** (Court Use Only)

PLAINTIFFS	**DEFENDANTS**
Highland Capital Management, L.P.	NexPoint Advisors, L.P., James Dondero, Nancy Dondero, and The Dugaboy Investment Trust
ATTORNEYS (Firm Name, Address, and Telephone No.) Hayward PLLC 10501 N. Central Expressway, Suite 106 Dallas, Texas 75231 Tel.: (972) 755-7100	**ATTORNEYS** (If Known) Munsch Hardt Kopf & Harr, P.C. (for NexPoint); Stinson LLP (for Nancy Dondero); Heller, Draper, & Horn, L.L.C. (for The Dugaboy Investment Trust)
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)
Breach of Contract; Turnover Pursuant to 11 USC 542(b); Avoidance and Recovery of Actual Fraudulent Transfer under 11 USC 548(a)(1)(A) and 550; Avoidance and Recovery of Actual Fraudulent Transfer under 11 USC 544(b) and 550 and Tex. Bus. & C. Code 24.005(a)(1); Declaratory Relief; Breach of Fiduciary Duty; Aiding & Abetting Breach of Fiduciary Duty

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(1) – Recovery of Money/Property
- [2] 11-Recovery of money/property - §542 turnover of property
- ☐ 12-Recovery of money/property - §547 preference
- [3] 13-Recovery of money/property - §548 fraudulent transfer
- [4] 14-Recovery of money/property - other

FRBP 7001(2) – Validity, Priority or Extent of Lien
- ☐ 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) – Objection/Revocation of Discharge
- ☐ 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
- ☐ 51-Revocation of confirmation

FRBP 7001(6) – 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(6) – 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(7) – Injunctive Relief
- ☐ 71-Injunctive relief – imposition of stay
- ☐ 72-Injunctive relief – other

FRBP 7001(8) Subordination of Claim or Interest
- ☐ 81-Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
- [5] 91-Declaratory judgment

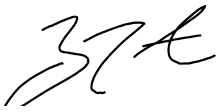
FRBP 7001(10) Determination of Removed Action
- ☐ 01-Determination of removed claim or cause

Other
- ☐ SS-SIPA Case – 15 U.S.C. §§78aaa *et.seq.*
- [1] 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 $ Damages in an amount to be determined at trial

Other Relief Sought: Turnover of amounts due under note, avoidance of transfers to defendants, declaratory relief, punitive and exemplary damages, costs, attorneys' fees

B1040 (FORM 1040) (12/15)

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 August 27, 2021	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 must 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.

No. 21-10449

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

In the Matter of: Highland Capital Management, L.P.

Debtor.

NEXPOINT ADVISORS, L.P.; HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P.; HIGHLAND INCOME FUND; NEXPOINT STRATEGIC OPPORTUNITIES FUND; HIGHLAND GLOBAL ALLOCATION FUND; NEXPOINT CAPITAL, INCORPORATED; JAMES DONDERO;THE DUGABOY INVESTMENT TRUST; GET GOOD TRUST,

APPELLANTS
v.
HIGHLAND CAPITAL MANAGEMENT, L.P.

APPELLEE

ON DIRECT APPEAL FROM THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS
BANKRUPTCY CASE NO. 19-34054-11 (SGJ)

APPELLEE'S MOTION TO DISMISS APPEALS AS EQUITABLY MOOT

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ATTORNEYS FOR APPELLEE

EXHIBIT
W

CERTIFICATE OF INTERESTED PERSONS

The undersigned counsel of record certifies that the following listed persons and entities, as described in the fourth sentence of Rule 28.2.1, have an interest in the outcome of this case. These representations are made in order that the judges of this Court may evaluate possible disqualification or recusal.

1. **Appellants:**

NexPoint Advisors, L.P.
Highland Capital Management Fund Advisors, L.P. (collectively, the "Advisors")

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James Dondero ("Dondero")

Counsel for James Dondero:
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Highland Income Fund
NexPoint Strategic Opportunities Fund
Highland Global Allocation Fund
NexPoint Capital, Inc. (collectively, the "Funds")

Counsel for the Funds:
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Harrisburg, PA 17101
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Get Good Trust
The Dugaboy Investment Trust (collectively, the "Trusts")

Counsel for the Trusts:
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2. **Appellee (Debtor):**

Highland Capital Management, L.P.

Counsel for Appellee:
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/s/Zachery Z Annable
Zachery Z. Annable

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STATUTES

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Appellee and Debtor Highland Capital Management, L.P., ("Debtor" or "Highland") respectfully moves this Court to dismiss, as equitably moot, Appellants' consolidated appeals from the bankruptcy court's *Order Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (ii) Granting Related Relief* (the "Confirmation Order" or "CO").[1]

PRELIMINARY STATEMENT

This Circuit has long recognized that there are circumstances in which appellate courts can no longer equitably "order fundamental changes in reorganization cases." *Hilal v. Williams* (*In re Hilal)*, 534 F.3d 498, 500 (5th Cir. 2008) (quoting *Manges v. Seattle-First National Bank (In re Manges)*, 29 F.3d 1034, 1039 (5th Cir. 1995)). That doctrine of equitable mootness safeguards third parties' reasonable reliance on an unstayed bankruptcy court's order confirming a reorganization plan, and avoids value-destructive attempts to unwind the many intricate transactions that take place upon a plan's effectiveness and consummation.

All three factors this Court uses to evaluate the equitable mootness of a confirmation appeal in Chapter 11 bankruptcy cases favor dismissal of the consolidated appeals.

First, there is no dispute that Appellants did not obtain a stay of the Confirmation Order pending their appeals. They requested a stay, but failed to

[1] ROA.4-93. Attached to the Confirmation Order is the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)*, including certain amendments filed on February 1, 2021 (as amended, the "Plan") ROA.95-164, 1427-74. All capitalized terms used but not defined herein have the meanings given to them in the Plan.

satisfy any court that they met the standards for obtaining temporary relief from the bankruptcy court's order. And when Appellants were seeking a stay, they explicitly did so on the ground that, without a stay, their appeals were likely to be dismissed as equitably moot once the Plan went effective and was substantially consummated.

Second, the Plan *has* gone effective and *has* been substantially consummated. The Plan was confirmed on February 22, 2021 and its Effective Date occurred on August 11, 2021. Since the Effective Date, there has been a flurry of activity implementing the Plan. New legal entities have succeeded the Debtor. A third party, with no prior role in the case, has infused $45 million in exit financing into the reorganized entities. And significant distributions have already been made to numerous creditors—including sizable payments to settle previously outstanding, but now resolved, litigation against the estate.

Finally, knocking the props out from under the confirmed and consummated Plan would jeopardize numerous third parties' reasonable reliance on the Plan. The new lender invested in the Reorganized Debtor in reliance on the Plan; creditors have justifiably relied on the payments they have already received; and individuals and new entities have been depending on the Plan's safeguards from Appellants' incessant litigation campaign while they have been working to consummate and implement the reorganization for the benefit of creditors. Reversing the Confirmation Order now—which is what every Appellant explicitly asks this Court to do on each and every issue in these appeals—would generate untold chaos to the

substantial and irreversible detriment of these third parties. Indeed, it may no longer even be realistically possible to put the genie back in the bottle.

These appeals should be dismissed as equitably moot.

BACKGROUND

As the bankruptcy court aptly recognized, this is anything but a "garden variety Chapter 11 case."[2] ROA.9-10, CO ¶4. Highland, a registered investment advisor responsible for a complex web of funds and portfolios, was not pushed into bankruptcy by high loan debt, depressed cash flows, or any of the other usual reasons that companies find themselves in financial trouble. ROA.11-12, CO ¶8. Rather, Highland was compelled to seek bankruptcy protection because of an onslaught of litigation and judgments against it resulting from its history as an aggressive "serial litigator." ROA.11-12, 58-59, CO ¶¶8, 77. Indeed, nearly all of Highland's major creditors were either entities that held awards or claims against it or vendors or attorneys that worked for Highland during its various litigation campaigns but had not been paid. ROA.11-15, CO ¶¶8-10.

Highland's litigious history foreshadowed its litigious bankruptcy. Indeed, Highland's co-founder, Appellant James Dondero,[3] threatened to "burn the place

[2] A comprehensive summary of Highland's bankruptcy case and related background facts is found in Appellee's Brief on the merits of the appeals filed contemporaneously with this motion.

[3] Mr. Dondero was removed (with his agreement) from his control positions with the Debtor effective January 9, 2020 at the request of the Unsecured Creditors' Committee (the "Committee") and the U.S. Trustee who were concerned about the Debtor's ability to act as a fiduciary because of Dondero's well-known history of self-dealing, fraud, and other misconduct. On that date, the bankruptcy court approved a corporate governance settlement which created both an independent board of directors and well as certain operational protocols. ROA.14-18, CO ¶11-14.

down" if he didn't get his way during plan negotiations. ROA.1592, 2/2/21 Tr. at 105:10-20. He did not get his way, and since then he and his related entities, including the other Appellants, have challenged every jot and tittle through (and beyond) confirmation of Highland's reorganization Plan. *See* ROA.58-60, CO ¶¶77-78.[4]

Nevertheless, with the assistance of accomplished bankruptcy mediators, Highland and its key constituencies settled their differences and agreed on the terms of Highland's reorganization. ROA.18-19, CO ¶15. In a resolution that the bankruptcy court called "nothing short of a miracle," Highland's Plan proposed to form a Claimant Trust and Litigation Sub-Trust to manage and sell assets, and pursue claims against, among others, the Appellants, over the period of time necessary to accomplish its tasks for the benefit of Highland's creditors (including its many litigation adversaries). *Id.* That settlement and the resulting Plan allowed Highland to avoid a free-fall liquidation and fire-sale of its assets that would have been to the detriment of all its creditors. Not surprisingly, creditors holding 99.8% of the value of the unsecured claims against Highland supported the Plan. ROA.9, CO ¶3.

To ensure the Plan's success, end the constant litigation, and allow Highland's successors to focus on maximizing creditor distributions through an orderly monetization of its assets, the Plan (i) enjoined actions designed to interfere with the

[4] This pattern of harassment has continued post-confirmation. Since confirmation, additional lawsuits have been filed by Appellant Dondero and other Dondero-related entities not party to this appeal and Highland has been forced to defend against actions taken by Dondero and other Dondero-related entities with contempt motions, which have been granted.

Plan's implementation and consummation (the "Injunction"), (ii) exculpated certain parties for their acts taken in support of the Plan that were not grossly negligent, taken in bad faith, willful, or criminal (the "Exculpation"), and (iii) required the bankruptcy court to pre-approve certain lawsuits against Highland's successors and other bankruptcy participants as being colorable before they could be filed and proceed in whatever court would have jurisdiction over such claims (the "Gatekeeper Provision"). *See generally* ROA.8-9, 34-35, 51-62, CO ¶¶2, 42, 70-81; ROA.147-151, Plan Art. IX.C, D, F. These three "Plan Protections," the bankruptcy court found, are "integral elements of the transactions incorporated into the Plan"; "inextricably bound with the other provisions of the Plan"; and "confer material benefits on, and are in the best interests of, the Debtor, its Estate, and its creditors." ROA.51-52, CO ¶70.

Although Highland was able to resolve most parties' objections to its Plan prior to confirmation, Appellants persisted in challenging the Plan Protections and certain other key plan provisions. The bankruptcy court held a two-day evidentiary hearing, after which it denied Appellants' objections and entered an order confirming the Plan on February 22, 2021. *See generally*, ROA.4-93, CO. In doing so, the bankruptcy court acknowledged Appellant Dondero as a "serial litigator" who owns or controls the other Appellants, each of which is "marching pursuant to the orders or Mr. Dondero." ROA.23, CO ¶19. The bankruptcy court explicitly questioned Appellants' "good faith" in objecting to the plan, especially given the

"noteworthy" "remoteness of their economic interests" in the issues they were raising and in the estate more generally. ROA.20-21, CO ¶17. The bankruptcy court explained that, based on the record, it had "good reason to believe that these parties are not objecting to protect economic interests they have in the Debtor but to be disruptors." *Id.* The mere fact that Dondero "wants his company back," the court emphasized, "is not a good faith basis to lob objections to the Plan." *Id.*

Appellants appealed,[5] and sought a stay of the confirmation order from the Bankruptcy Court,[6] the District Court[7] and this Court.[8] When seeking a stay, Appellants acknowledged that, without a stay, Highland's confirmed Plan would become effective and be substantially consummated, thereby likely rendering their appeals equitably moot. Every court from which Appellants sought a stay nevertheless denied their applications and permitted the plan to go effective and be consummated.[9] [10] [11]

Just as Appellants predicted, Highland's confirmed Plan has since gone effective and been substantially consummated. On August 11, 2021, Appellants filed a Notice of Effective Date in the bankruptcy court. [D.I. 2700]. Since the

[5] D.I. 1957, 1966, 1970, and 1972.

[6] D.I. 1955, 1967, 1971, and 1973.

[7] District Court Case Nos. 3:21-cv-550 (Docket No. 5); 3:21-cv-538, 3:21-cv-539 and 3:21-cv-546 (consolidated).

[8] Fifth Cir. Case No. 21-10449, Document 515869234.

[9] D.I. 2084 and 2095.

[10] Fifth Cir. Case No. 21-10449, Document 515906886.

[11] District Court Case Nos. 3:21-cv-550, Docket No. 18.

Effective Date, numerous transactions and events have taken place that have substantially consummated the confirmed Plan.

For example, a $45 million exit facility with Blue Torch Capital ("Blue Torch") has been consummated (the "Exit Facility"), under which Blue Torch has already funded (i) a $25 million term note issued by the Reorganized Debtor and (ii) a $20 million term note issued by a portfolio company indirectly owned by the Reorganized Debtor (the "Portfolio Company"). Moreover, all claims required to be paid on the Effective Date (approximately $2.2 million) have been paid and distributions totaling $5.1 million have been paid to holders of allowed Convenience Class Claims. And Highland has assumed contracts necessary for the Reorganized Debtor's and Claimant Trust's operation—including contracts under which they manage 20 collateralized loan obligations with approximately $700 million in assets—and made cure payments in the amount of $525,000 to the applicable counterparties.

In addition, as set forth in the *Declaration of James P. Seery* filed in support of this Motion:

- The Debtor's prepetition limited and general partnership interests have been cancelled and cease to exist and the post-petition court-approved independent directors have resigned.
- A Claimant Trust has been established as a Delaware liquidating trust, and new limited partnership interests have been issued to the Claimant Trust as the sole limited partner of the Reorganized Debtor.

- HCMLP GP LLC ("New GP") has been incorporated as a wholly owned subsidiary of the Claimant Trust, and is the Reorganized Debtor's general partner.

- All of the Debtor's former assets have been transferred to the Reorganized Debtor or to the Claimant Trust, as applicable.

- The Reorganized Debtor obtained a new EIN as of the Effective Date, employs 12 people under employment contracts and is withholding taxes under the new EIN.

- The Claimant Trust's owners are the Claimant Trust Beneficiaries, comprised of the holders of Class 8 and Class 9 claims under the Plan.

- The Claimant Trust Oversight Committee ("TOC") has been appointed to manage and oversee the Claimant Trust and consists of designees of two of the largest creditors of the Debtor and a third independent director with no prior involvement with Highland or the bankruptcy case. [D.I. 2801]

- A Litigation Sub-Trust also has been created, as a sub-trust of the Claimant Trust, and Marc Kirschner has been appointed as the Litigation Trustee. Mr. Kirschner is a senior managing director at Teneo, and had no involvement with Highland prior to his 2021 retention as a litigation consultant to the Committee. Mr. Kirschner is actively investigating the Debtor's causes of action and anticipates filing lawsuits on such causes of action on or before October 16, 2021.

- The ownership of certain Estate Claims, as defined in the Plan, has been transferred to the Litigation Sub-Trust.

- An Indemnity Trust has been established as a special-purpose-vehicle collateral trust to secure any obligations to indemnify claims that arise against the Reorganized Debtor, Claimant Trust, Litigation Sub-Trust, Claimant Trustee, Litigation Trustee, or TOC members.

- The Indemnity Trust has been funded with $2.5 million cash from the Reorganized Debtor and a note issued by the Reorganized Debtor, the Claimant Trust, and the Litigation Sub-Trust in an amount equal to $25 million less the value of assets held by the Indemnity Trust.

- The Exit Facility is fully guaranteed by the Reorganized Debtor, the Claimant Trust, and the Reorganized Debtor's material operating subsidiaries and secured by substantially all of those guarantors' assets.

- The $5.1 million already paid to unsecured creditors holding allowed Class 7 Convenience Claims represents 77% of all Class 7 claims filed. The process of resolving and paying additional Convenience Claims is ongoing.

- All claims required to be paid in cash on the Effective Date have been paid. These claims totaled approximately $2.2 million in the aggregate and included a cash payment to major litigation creditor Acis as required under the Acis settlement agreement.

- Class 2 secured creditor Frontier State Bank ("Frontier") has been paid all accrued and unpaid interest outstanding on the Frontier note in the approximate amount of $500,000, and the Reorganized Debtor has issued the New Frontier Note to Frontier in the principal amount of approximately $5.2 million secured by approximately $23 million of the Reorganized Debtor's assets.

- Payments in the aggregate amount of $165,412 have been made to holders of Other Secured, Priority Non-Tax and Priority Tax Claims.

- Due to the occurrence of the plan's effective date, Jefferies, a secured creditor of Highland, has withdrawn its claim against the Debtor.

Despite all of this activity implementing and substantially consummating Highland's confirmed Plan, these appeals assert the Plan should not have been confirmed and must be reversed on multiple grounds. Specifically, Appellants assert that the Plan was not confirmable with the Plan Protections, because it violates the absolute priority rule, because of Debtor's pre-confirmation reporting deficiencies, and because of the discharge being granted to the Debtor. Each Appellant thus seeks, on one or more of those grounds, this Court's reversal of the Confirmation Order

and remand to the bankruptcy court for new plan proceedings. Advisors Br. at 43; Trusts Br. at 21; Funds Br. at 34; Dondero Br. at 2.

ARGUMENT

A bankruptcy appeal from a confirmed plan "is equitably moot" whenever the plan "has been so substantially consummated that a court can order no effective relief even though there may still be a live dispute between the parties." *TNB Fin., Inc. v. James F. Parker Interests (In re Grimland, Inc.)*, 243 F.3d 228, 231 (5th Cir. 2001). This Circuit has repeatedly emphasized that "there is a point beyond which [appellate courts] cannot order fundamental changes in reorganization cases." *In re Hilal*, 534 F.3d at 500 (quoting *In re Manges*, 29 F.3d at 1039). The dismissal of confirmation appeals on equitable-mootness grounds thus "rests on the need for finality, and the need for third parties to rely on that finality, in bankruptcy proceedings." *In re Grimland*, 243 F.3d at 231.

When determining whether an appeal from a bankruptcy court's confirmation order should be dismissed as equitably moot, this Court has articulated a three-part inquiry: (1) whether a stay was obtained, (2) whether the plan has been "substantially consummated," and (3) whether the relief requested would affect either the rights of parties not before the court or the success of the plan. *Bank of New York Trust Co., NA v. Official Unsecured Creditors' Committee (In re Pacific Lumber Co.)*, 584 F.3d 229, 240 (5th Cir. 2009). All three of those factors demonstrate the equitable mootness of Appellants' challenges to Highland's confirmed Plan.

A. Appellants Did Not Obtain a Stay Pending Appeal.

"The first question in a mootness inquiry is whether the appellants secured a stay to prevent execution of the Plan." *In re Berryman Prods., Inc*., 159 F.3d 941, 944 (5th Cir. 1998). In that regard, it makes no difference whether the Appellants tried to secure a stay; the only relevant issue is whether they actually obtained one. *Id*. (rejecting argument that the diligent but unsuccessful pursuit of stay is sufficient); *see also In re UNR Industries, Inc.*, 20 F.3d 766, 770 (7th Cir. 1994) ("A stay not sought, and a stay sought and denied, lead equally to the implementation of the plan of reorganization.")

Here, Appellants sought a stay of the Confirmation Order—arguing, among other things, that an unstayed order was likely to result in a consummated plan that would contribute to equitably mooting their appeals.[12] But their stay motions were denied, and the confirmed Plan was allowed to go effective and be consummated notwithstanding their pending appeals.

B. The Plan Has Been Substantially Consummated.

The Bankruptcy Code defines "substantial consummation" as the "(A) transfer of all or substantially all of the property proposed by the plan to be transferred; (B) assumption by. . . the successor to the debtor. . . of the business or of management of all or substantially all of the property dealt with by the plan; and

[12] *See* Advisors Stay Motion (D.I. 1955) ¶¶49-50; Funds Stay Brief (D.I. 1967) ¶¶22, 38; Advisors Stay Brief (Docket No. 3) ¶2; Fifth Cir. Case No. 21-10449, Advisors Stay Brief, Document 515869234 at pp. 19, 23; Advisors Reply, Document 515885828 at p. 9.

(C) commencement of distribution under the plan." 11 U.S.C. § 1101(2).[13] Highland's plan has been substantially consummated.

First, all of the property of the Debtor's estate has been transferred to the Reorganized Debtor or Claimant Trust pursuant to the Plan. Seery Decl. ¶11(i). The Estate Claims (*i.e.*, certain causes of action that formerly belonged to the Debtor) have been transferred to the Litigation Sub-Trust. *Id.* ¶11(j). The general and limited partnership interests of the Debtor have been extinguished. *Id.* ¶11(e). The independent directors have all resigned their positions. *Id.* ¶11(b).

Second, the Reorganized Debtor and Claimant Trust have completely taken over the management of Highland's business and former property for purposes of managing an orderly wind-down of its asset portfolios and making further distributions to creditors. Seery Decl. ¶¶9, 11. The new corporate ownership structure contemplated by the Plan has been put into place. The Reorganized Debtor has issued partnership interests to its sole limited partner, the Claimant Trust, and to New GP, a wholly owned subsidiary of the Claimant Trust. *Id.* ¶11(a), (c), (f), (g), (h), and (t). The TOC has been put into place and has appointed James Seery, the Reorganized Debtor's chief executive officer, as trustee of the Claimant Trust. *Id.* ¶11(c).

[13] Substantial consummation is determined based on the extent of plan consummation at the time this Court reviews the mootness issue. *In re Manges*, 29 F.3d at 1041 ("Mootness is evaluated by the reviewing court, which may take notice of facts not available to the trial court if they go to the heart of the court's ability to review.").

Finally, distributions to Debtor's creditors are well underway. As set forth in detail in the Seery Declaration, the Reorganized Debtor has made distributions to various creditors, including Acis, Frontier, and various secured, tax and priority creditors in a total amount of approximately $2.8. Seery Decl. ¶11(m), (o), and (s). Cure payments totaling approximately $500,000 has been paid to counterparties under assumed executory contracts. *Id.* ¶11(u). An additional $5.1 million has been distributed to the holders of Convenience Class claims, which represents the payment in full of 77% of such claims. *Id.* ¶11(r).

And that's not all. The Reorganized Debtor also has issued an approximately $6 million new secured note to Frontier, as contemplated by the Plan, and entered into a $45 million fully-funded Exit Facility with Blue Torch, a U.S.-based middle market specialty lender. Seery Decl. ¶11(o) and (p). Additionally, an Indemnity Trust has been created to pay any indemnification claims that may arise and funded with $2.5 million; the Reorganized Debtor, the Claimant Trust and the Litigation Sub-Trust have also issued a $25 million note to the Indemnity Trust. *Id.* ¶11(k) and (l).

All of these actions demonstrate the Plan's substantial consummation. This Court has explained that "the 'substantial consummation' yardstick" was adopted as part of the equitable-mootness analysis "because it informs our judgment as to when finality concerns and the reliance interests of third parties upon the plan as effectuated have become paramount to a resolution of the dispute between the parties

on appeal." *U.S. ex rel. FCC v. GWI PCS 1, Inc. (In re GWI PCS 1, Inc.)*, 230 F.3d 788, 801 (5th Cir. 2000) (citing *In re Manges*, 29 F.3d at 1041). Here, the occurrence of substantial consummation of the Plan, as defined by the Bankruptcy Code, makes it more likely that the Plan's reversal or modification will "affect the success of the plan or alter the rights of third parties that have been achieved by its substantial consummation." *Insurance Subrogation Claimants v. U.S. Brass Corp. (In re U.S. Brass Corp.)*, 169 F.3d 957, 961 (5th Cir. 1999).

C. Appellants' Requested Relief Would Impair the Plan's Success and the Rights of Third Parties Relying on the Plan.

Each Appellant seeks nothing less than a complete unravelling of the confirmed Plan and the effectively impossible return of the parties to their *status quo ante*. The Advisors (Br. at 42-43) declare that the Plan's supposed defects should have "prevented confirmation," and they ask this Court to "reverse the Confirmation Order and render a decision denying confirmation of the plan." The Trusts (Br. at 21) also ask this Court to "reverse the Order. . . confirming the Debtor's Plan. And the Funds (Br. at 34-35) likewise contend that Plan confirmation was "in error," and ask this Court to "vacate the Confirmation Order" in whole or in substantial part.

Appellants' requests to reverse and vacate the Confirmation Order are consistent with the challenges they make against the Plan. Appellants seek a renegotiated plan *without* Plan Protections that the bankruptcy court found to be "integral" and "necessary" to the Plan's success. ROA.51-52, CO ¶70. Not only would reversal of the Confirmation Order upend the reorganization, but there is no

guarantee that a new, confirmable plan could emerge without the Plan Protections. Those Plan Protections, the bankruptcy court correctly recognized, are critical to key individuals' willingness to support and participate in the post-Effective Date implementation and consummation of the Plan, and to the success of the wind-down effort. *See* ROA.51-58, CO ¶¶70-79. Appellants do not challenge those findings on appeal.

Appellants' challenge to the Plan Protections is thus distinguishable from challenges to exculpations and releases in other cases that this Court found not to be equitably moot. In *Pacific Lumber*, for example, the Court proceeded to address the merits of a confirmed plan's exculpation of its sponsor *by rejecting* that sponsor's contention that the provision was "necessary to their bargain" and without which it would have declined to fund the plan. 584 F.3d at 251-52. "Nothing in the record," the court held, suggested the exculpated parties' co-liability on the debtor's obligations, or any other basis on which to believe the exculpation was integral to the plan's success. *Id.* at 252. Indeed, the Court concluded that the plan sponsor had merely "purchased" the exculpation from the debtor, and that there was no reason to believe that the exculpated claims would "swamp . . . the consummated reorganization." *Id.*; *see also In re Hilal*, 534 F.3d 498 (5th Cir. 2008) (meritless challenge to trustee's release not moot where nothing in plan depended on it). In the unique circumstances of this litigious case, by contrast, the bankruptcy court found

that the Exculpation and other Plan Protections are critically important to the reorganization's success.

The Funds (Br. at 34), unique among Appellants, propose, in the alternative, that this Court might simply "vacate the [Confirmation] Order to the extent it approves the [Plan Protections]." Not so. For starters, 11 U.S.C. § 1127(b) prohibits modifications to confirmed plans after substantial consummation. The statutory limit on post-consummation plan modifications reflects Congress's judgment that it is inequitable to adjust plan terms *after* a plan has been implemented and *after* other parties have relied on it. What is more, given the bankruptcy court's unchallenged findings that the Plan Protections are integral to the Plan and necessary to its success, those provisions cannot be surgically excised from the entirety of the Plan.

Appellants' appeals also seek to rejigger class recoveries in order to prevent a supposed violation of the absolute priority rule, ask that the confirmation process be redone from scratch with the benefit of additional Debtor financial disclosures, and seek to reverse the Debtor's discharge—a primary goal of nearly every bankruptcy. These additional challenges to the confirmed-and-consummated Plan aim at its very core. Each would destroy the multilateral settlements that achieved the Plan, and would undermine the basis on which creditors holding 99.8% of the value of unsecured claims against Highland approved the Plan.

Reversal of the Confirmation Order on any of these grounds would harm the numerous innocent third parties who have relied (and continue to rely) on the

confirmed, effective, substantially consummated Plan. Unscrambling the eggs now would substantially harm these parties that have justifiably relied on the Confirmation Order. It would also result in a chaotic, nearly impossible process of trying to reverse transactions, claw back distributions, restore terminated entities, and otherwise walk back a substantially consummated Plan.

For starters, third-party Blue Torch relied upon the effectiveness and consummation of the Plan when it entered into a $45 million Exit Facility with the Reorganized Debtor and the Portfolio Company. The $20 million borrowed by the Portfolio Company – a valuable estate asset – were used to refinance a maturing loan. A substantial amount of the $25 million loan to the Reorganized Debtor has been spent in support of Plan implementation and post-Effective Date activities. A reversal of the Confirmation Order would, among other things, cause the Reorganized Debtor/borrower to cease to exist, throw the Exit Facility into considerable jeopardy and uncertainty, and likely result in the lender's declaration of a material adverse event and acceleration of the full amount of the $45 million Exit Facility – which is guaranteed by substantially all the assets of the Reorganized Debtor, the Claimant Trust, and the Portfolio Company. It also might imperil Blue Torch's ability to recover through no fault of its own.

Creditors who have already received distributions from the Reorganized Debtor in reliance on the Plan would likely need to restore those funds to the estate and resurrect their discharged claims. Creditors—including Frontier, Acis, and the

holders of Convenience Class claims, priority and tax claims, and assumed contract claims—have already received payments pursuant to the Plan. Indeed, some creditors who received distributions on or after the Plan's Effective Date were willing to settle their claims against Highland only in exchange for assurances of prompt payment under the confirmed Plan. It would be demonstrably unfair to all of the creditors that have been paid to require them to restore funds to the estate that they have received in good-faith reliance on the confirmed Plan. Attempting to unravel the Plan and the distributions made under it might well result in an untenable, lengthy, and expensive claw back effort between the estate and its creditors.

Moreover, entities and individuals who have already been implementing and consummating the Plan have been doing so in reliance on the Plan Protections that Appellants challenge on appeal. For instance, the Reorganized Debtor's officers and employees, the Trustees, and TOC members relied on the Confirmation Order and its Plan Protections when they agreed to take their positions. Seery Dec. ¶¶12, 13. They did so knowing that, as the bankruptcy court had found, litigation against them over their implementation and consummation of the Plan would have been "likely" but for the Plan Protections. ROA.55-61, CO ¶¶74-79. Reversing the Plan and thus cancelling the Plan Protections *now* would unfairly deny these individuals, and the successor entities that they manage, the important safeguards under which they reasonably believed themselves to be operating. Not only would these individuals be exposed to litigation for conduct taken after the Effective Date through and

including the date on which the Plan Protections are cancelled, but, based upon the uncontroverted evidence at the confirmation hearing, it is certain that many of the individual protected parties would resign their posts rather than face the onslaught of expected litigation from Dondero, the other Appellants and other Dondero-related entities. That, among the other effects of reversing the Confirmation Order, would disrupt the Reorganized Debtor's operations and result in a significant deterioration in asset values due to uncertainty that a reorganization could ever be achieved.

Importantly, Appellants seeking this chaotic return to bankruptcy have no meaningful financial stake in obtaining such an outcome. As the bankruptcy court found, "the remoteness of [Appellants'] economic interests is noteworthy" and raises serious "questions" about Appellants' "good faith" in objecting to the plan (and, now, pursuing these appeals). ROA.20-21, CO ¶17. Unlike most bankruptcy appeals, therefore, these Plan challenges are not designed to vindicate some perceived economic rights that allegedly were trampled by the confirmed Plan. Rather, it is the Plan's unravelling—full stop—that Appellants are really after. They are, the bankruptcy court had "good reason to believe," acting merely as "disruptors." *Id.* Appellants evidently *want* to bring about the turmoil that would follow the upending of the consummated Plan. Perhaps they have designs on somehow managing to rise from those ashes with Dondero back in control of the estate's assets and its causes of action (including the potential causes of action

against Appellants). Or perhaps they are simply making good on Dondero's explicit threat to "burn the place down" once he was prevented from retaking control.

As this Court stated in *Manges*, when evaluating the likely effect of reversing a consummated reorganization plan on parties not before the court:

> We must evaluate these transfers, many of which appear irreversible, against the backdrop of the relief sought—nothing less than a wholesale annihilation of the Plan. All of these third-party recipients and many others have relied upon the Plan, and the irretrievable depletion of estate assets would correspondingly decrease the amounts available to all claimants. In short, we doubt seriously that we could place the estate or the parties back into the *status quo* as it existed before the confirmation order if we were to unravel the Plan at this time.

29 F.3d at 1043. So too here. Numerous creditors and other third parties that are not before this Court have relied on the Confirmation Order, and attempting to return the parties to the *status quo* would be neither feasible nor equitable.

CONCLUSION

Each of the consolidated appeals should be dismissed as equitably moot.

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CERTIFICATE OF COMPLIANCE

1. This document complies with the word limit of FED. R. APP. P. 5(c)(1) because, including footnotes and excluding the parts of the document exempted by FED. R. APP. P. 32(f), this document contains 5,126 words.

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3. Any required privacy redactions have been made pursuant to Circuit Rule 25.2.13, the electronic submission is an exact copy of the paper submission, and this document has been scanned for viruses and is free of them.

/s/Zachery Z. Annable
Attorney for Appellee
Dated: October 7, 2021

CERTIFICATE OF CONFERENCE

Pursuant to Fifth Circuit Rule 27.4, the undersigned certifies that on October 6, 2021, he conferred by e-mail with counsel for the Appellants as set forth below and they indicated they will be opposing the relief requested in the foregoing *Motion to Dismiss Appeal for Equitable Mootness*:

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CERTIFICATE OF SERVICE

I hereby certify that on October 7, 2021, the foregoing motion was electronically filed using the appellate CM/ECF system. I further certify that all participants in this case are registered CM/ECF users and that service will be accomplished via CM/ECF.

/s/Zachery Z. Annable
Attorney for Appellee

No. 21-10449

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

In the Matter of: Highland Capital Management, L.P.

Debtor.

NEXPOINT ADVISORS, L.P.; HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P.; HIGHLAND INCOME FUND; NEXPOINT STRATEGIC OPPORTUNITIES FUND;HIGHLAND GLOBAL ALLOCATION FUND; NEXPOINT CAPITAL, INCORPORATED; JAMES DONDERO; THE DUGABOY INVESTMENT TRUST; GET GOOD TRUST,

APPELLANTS
v.
HIGHLAND CAPITAL MANAGEMENT, L.P.

APPELLEE

ON DIRECT APPEAL FROM THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS
BANKRUPTCY CASE NO. 19-34054-11 (SGJ)

DECLARATION OF JAMES P. SEERY IN SUPPORT OF APPELLEE'S MOTION TO DISMISS APPEAL AS EQUITABLY MOOT

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Declaration of James P. Seery, Jr. in Support of Appellees Motion to Dismiss Appeal as Equitably Moot

I, James P. Seery, Jr. pursuant to 28 U.S.C. § 1746(a), declare as follows under penalty of perjury:

1. Prior to August 11, 2021, I was the chief executive officer and chief restructuring officer of Debtor Highland Capital Management, L.P. ("Highland" or the "Debtor") and a member of the independent board of directors of Strand Advisors, Inc., Highland's former general partner ("Strand"). I was appointed to those roles by order of the Bankruptcy Court dated January 9, 2020 and July 16, 2020 and was not previously affiliated with Highland or any of its affiliates or creditors in any way. I am currently the chief executive of Highland, as reorganized pursuant to the terms of the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* (the "Plan").[1]

2. I have personal knowledge of all facts set forth herein. I submit this Declaration in support of *Highland's Motion to Dismiss Appeal as Equitably Moot*.

3. On February 22, 2021, the U.S. Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") entered the *Order Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (ii) Granting Related Relief* (the "Confirmation Order") which

[1] All capitalized terms used but not defined herein have the meanings given to them in the Plan.

confirmed the Plan. In doing so, the Bankruptcy Court overruled the only objections to confirmation argued at the confirmation hearing, all of which were filed by Appellants and other Dondero-related entities not party to this Appeal.

4. The Debtor filed for chapter 11 bankruptcy on October 16, 2019.

5. On January 9, 2020, the Bankruptcy Court entered an order approving what has been referred to as the "Governance Settlement" which:

a. Created an independent board of directors at Strand, the Debtor's former general partner, consisting of John Dubel, and retired bankruptcy judge Russell Nelms and me (the "Independent Directors").

b. Removed James Dondero, one of the Debtor's founders and ultimate owners, from his control positions at the Debtor and Strand, which removal was negotiated with and agreed to by Mr. Dondero. Mr. Dondero is the 100% owner of Strand. Mr. Dondero remained as an unpaid portfolio manager at the discretion of the Independent Directors until he was asked to resign for taking actions detrimental to the Debtors such as cancelling trades and threatening employees.

c. Imposed a number of stringent operating protocols (the "Protocols" that obligated the Debtor to make detailed disclosures regarding its financial operations and those of its non-debtor subsidiaries and gave the Committee substantial oversight over how the Debtor managed its assets, subsidiaries, and investment vehicles. I was intimately involved with insuring the Debtor's compliance with these Protocols throughout the case.

d. Granted standing to the Unsecured Creditors' Committee (the "Committee") to pursue certain estate claims and causes of action (the "Estate Claims") against Mr. Dondero, other insiders of the Debtor, and other "Related Entities" (as defined in the Protocols).

e. Prohibited Mr. Dondero from causing any "Related Entity" (as defined in the Protocols) to terminate any agreements with the Debtor.

f. Provided that the Debtor would guaranty the indemnification obligations of Strand to the Independent Directors and would acquire D&O insurance for the benefit of the Independent Directors.

g. Installed the Bankruptcy Court as a "gatekeeper" with respect to any litigation commenced against the Independent Directors, their agents and advisors and exculpated the Independent Directors and their agents and advisors from claims arising from ordinary negligence.

6. On July 16, 2020, the Bankruptcy Court entered the order approving my appointment as Chief Executive Officer and Chief Restructuring Officer of the Debtor effective as of March 15, 2020. This order contained exculpation and gatekeeper protections similar to those set out in the January 9 Order described above. I personally negotiated the gatekeeper and exculpation provisions and required their inclusion in the appointment orders.

7. Throughout the course of the case, I was intimately involved in (i) the negotiation of settlements with various major creditor constituencies such as UBS, Acis and HarbourVest, (ii) the development of plan strategies and negotiation of a potential plan of reorganization with the Committee as well as with Mr. Dondero, (iii) the structure and negotiation of the Plan that was ultimately confirmed by the Bankruptcy Court, and (iv) the day to day operations of the Debtor's various business operations as well as compliance with the Protocols. During the plan negotiation process in the summer of 2020, Mr. Dondero told me that if he did not get what he wanted he would "burn the place down."

8. After the entry of the Governance Settlement and escalating in October 2020 when Mr. Dondero was required to resign and it became apparent his plan proposals would not be accepted, every major motion filed by the Debtor and approved by the Bankruptcy Court was appealed by one or more of Mr. Dondero or his other numerous related entities. Additionally, the Debtor has been sued by one or more of Mr. Dondero or his other related entities for actions taken during the case and approved by the Bankruptcy Court. This pattern of harassment has continued post-confirmation with numerous lawsuits being filed by Dondero-related entities necessitating the filing of motions for contempt and causing Highland to incur significant costs in defense of various litigation.

9. The Plan was confirmed on February 22, 2021 after a two-day evidentiary hearing. The Plan provides for the restructuring of the ownership of the Debtor and the creation of a Claimant Trust managed by the Claimant Trustee and a Litigation Sub-Trust managed by the Litigation Trustee. Those trustees will manage certain of the Debtor's businesses in a limited capacity, pursue the Debtor's causes of action, monetize the Debtor's assets and distribute the proceeds to the Debtor's creditors over a period estimated to be 2-3 years, but subject to extension as necessary, to maximize the value of the assets of the Reorganized Debtor, the Claimant Trust, and the Litigation Sub-Trust.

10. After confirmation of the Plan, I was involved in the negotiation and execution of all documents and transactions necessary to reach the Effective Date, including the creation of the Claimant Trust, the Litigation Sub-Trust, the Indemnity Trust, and the finalization of the exit financing discussed below.

11. Subsequently, on August 11, 2021, the Plan went effective (the "Effective Date") and since that time has been substantially consummated. Since the Effective Date, the following transactions contemplated by the Plan have taken place:

a. The Claimant Trust was created as a Delaware liquidating trust. The owners of the Claimant Trust are the Claimant Trust Beneficiaries (currently, the holders of allowed Class 8 General Unsecured Claims and 9 Subordinated Claims). I serve as the Claimant Trustee.

b. The Independent Directors and the CEO/CRO have each resigned their respective positions with Strand and the Debtor, which no longer exists in its pre-Effective Date form. In addition to serving as the Claimant Trustee, I serve as the chief executive officer of the Reorganized Debtor.

c. The Claimant Trust Oversight Committee ("TOC") has been appointed to manage and oversee the Claimant Trust and consists of designees of two of the largest creditors of the Debtor and a third independent director with no prior involvement with Highland or the bankruptcy case.

d. The Litigation Sub-Trust has been created as a sub-trust of the Claimant Trust, and Marc Kirschner serves as the Litigation Trustee. Mr. Kirschner is a senior managing director at Teneo, and prior to being retained as the Committee's litigation consultant in 2021, had no prior involvement with Highland. Mr. Kirschner is actively investigating the Debtor's causes of action and anticipates filing lawsuits on such causes of action on or before October 16, 2021.

e. The prepetition limited and general partnership interests in the Debtor have been cancelled.

f. New limited partnership interests in the Reorganized Debtor have been issued to the Claimant Trust, which is the sole limited partner of the Reorganized Debtor holding 99% of its partnership interests.

g. HCMLP GP LLC ("New GP") has been incorporated as a wholly-owned subsidiary of the Claimant Trust.

h. New GP is the general partner of the Reorganized Debtor and holds the remaining 1% of its partnership interests.

i. The Debtor's assets have been transferred to the Reorganized Debtor or the Claimant Trust, as applicable.

j. The Estate Claims have been transferred to the Litigation Trust. The Estate Claims include claims against Appellants and other Dondero-related entities.

k. The Indemnity Trust has been created as a special purpose vehicle collateral trust to secure the obligation to pay any indemnification claims that may arise against the Reorganized Debtor, the Claimant Trust and Litigation Sub-Trust, the Trustees or members of the TOC.

l. The Indemnity Trust has been funded with $2.5 million cash and a note issued by the Reorganized Debtor, the Claimant Trust and the Litigation Sub-Trust in an amount equal to $25 million less the value of assets held at the Indemnity Trust.

m. All claims required to be paid in cash on the Effective Date have been paid. These claims totaled approximately $2.2 million in the aggregate and included a cash payment to major litigation creditor Acis as required under the Acis settlement agreement.

n. Class 1 secured creditor Jefferies has withdrawn its claim against the Debtor due to the occurrence of the Effective Date.

o. Class 2 secured creditor Frontier State Bank ("Frontier") has been paid all accrued and unpaid interest outstanding on the Frontier note in the approximate amount of $500,000, and the Reorganized Debtor has issued the New Frontier Note to Frontier in the principal amount of approximately

$5.2 million secured by approximately $23 million of the Reorganized Debtor's assets.

p. A $45 million exit facility with Blue Torch Capital ("Blue Torch") has been consummated (the "Exit Facility"). Blue Torch has funded (i) a $25 million term note issued by the Reorganized Debtor and (ii) a $20 million term note issued by a portfolio company indirectly owned by the Reorganized Debtor. Blue Torch is a middle market lender with no prior history with the Debtor or the bankruptcy case.

q. The Exit Facility is fully guaranteed by the Reorganized Debtor, the Claimant Trust and the Reorganized Debtor's material operating subsidiaries and secured by substantially all the assets of the Reorganized Debtor, the Claimant Trust and the Reorganized Debtor's material operating subsidiaries.

r. Approximately $5.1 million has been paid to unsecured creditors holding allowed Class 7 Convenience Claims, representing 77% of all Class 7 claims filed. The process of resolving and paying additional Convenience Claims is ongoing.

s. Payments in the aggregate amount of $165,412 have been made to holders of Other Secured, Priority Non-Tax and Priority Tax Claims.

t. Allowed Class 8 General Unsecured Claims have received their Claimant Trust Interests.

u. Pursuant to the Plan, the Debtor assumed a number of contracts necessary for the continuing operation of the Reorganized Debtor and the Claimant Trust, including contracts pursuant to which it manages 20 collateralized loan obligations with approximately $700 million in aggregate assets under management. Cure payments in the amount of $525,000 have been paid to the applicable contract counterparties.

v. The Reorganized Debtor obtained a new EIN on the Effective Date, has 12 employees under employment contracts, and withholds taxes for those employees under the new EIN.

12. When I accepted the positions as an Independent Director and CEO/CRO of the Debtor, I negotiated for and expressly relied on the exculpation

and gatekeeper provisions of the January 9, 2020 and July 16, 2020 orders of the Bankruptcy Court as well as on the indemnification obligations of Strand and the Debtor (including the Debtor's express guaranty of the Strand indemnification obligations which I also required). As with my pre-Effective Date positions as an Independent Director and CEO/CRO of the Debtor, in accepting my position as Trustee of the Claimant Trust and CEO of the Reorganized Debtor, I expressly relied on the exculpation, gatekeeper and indemnification provisions contained in the Plan and the various trust and corporate documents approved as part of the Plan. Those provisions are essential to my being able to administer the Claimant Trust and Reorganized Debtor, effectuate the transactions described above and in the Plan, and operate and administer the assets of the Claimant Trust and Reorganized Debtor in furtherance of the Plan.

13. Based on my experience working as an Independent Director of the Debtor and a professional and investor in reorganized companies, I believe the Litigation Trustee and the members of the TOC are similarly relying on these Plan protections.

Signed this 6th day of October, 2021.

/s/James P. Seery, Jr.
James P. Seery, Jr.

CERTIFICATE OF SERVICE

I hereby certify that on October 6, 2021, the attached Declaration of James P. Seery was electronically filed using the appellate CM/ECF system. I further certify that all participants in this case are registered CM/ECF users and that service will be accomplished via CM/ECF.

/s/Zachery Z. Annable
Attorney for Appellee

United States Court of Appeals

FIFTH CIRCUIT
OFFICE OF THE CLERK

LYLE W. CAYCE
CLERK

TEL. 504-310-7700
600 S. MAESTRI PLACE,
Suite 115
NEW ORLEANS, LA 70130

October 06, 2021

Mr. Zachery Z. Annable
Hayward, P.L.L.C.
10501 N. Central Expressway
Suite 106
Dallas, TX 75231-0000

No. 21-10449 NexPoint v. Highland Capital Mgmt
USDC No. 19-34054
USDC No. 3:21-CV-538

Dear Mr. Annable,

Your motion does not contain a certificate of conference, pursuant to **5TH CIR. R.** 27.4. You must submit a sufficient motion within 10 days from the date of this letter. Please email your sufficient motion to: charles_whitney@ca5.uscourts.gov.

Sincerely,

LYLE W. CAYCE, Clerk

Charles Whitney

By: _____
Charles B. Whitney, Deputy Clerk
504-310-7679

cc:
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Mr. Douglas Scott Draper
Mr. Roy Theodore Englert Jr.
Mr. David R. Fine
Mr. John Goerlich
Ms. Melissa Sue Hayward
Mr. A. Lee Hogewood
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Mr. Jeffrey N. Pomerantz
Mr. Davor Rukavina
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Co-Counsel for Marc S. Kirschner, as Litigation Trustee of the Highland Litigation Sub-Trust

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

In re: HIGHLAND CAPITAL MANAGEMENT, L.P.,[1] Reorganized Debtor.	Chapter 11 Case No. 19-34054-sgj11
MARC S. KIRSCHNER, AS LITIGATION TRUSTEE OF THE LITIGATION SUB-TRUST, Plaintiff, v. JAMES D. DONDERO; MARK A. OKADA; SCOTT ELLINGTON; ISAAC LEVENTON; GRANT JAMES SCOTT III; FRANK WATERHOUSE; STRAND ADVISORS, INC.; NEXPOINT ADVISORS, L.P.; HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P.; DUGABOY INVESTMENT TRUST AND NANCY DONDERO, AS TRUSTEE OF DUGABOY INVESTMENT TRUST; GET GOOD TRUST AND GRANT JAMES SCOTT III, AS TRUSTEE OF GET GOOD TRUST; HUNTER MOUNTAIN INVESTMENT TRUST; MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #1 AND LAWRENCE TONOMURA AS TRUSTEE OF MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #1; MARK & PAMELA	Adv. Pro. No. _____ COMPLAINT AND OBJECTION TO CLAIMS

[1] The last four digits of the Reorganized Debtor's taxpayer identification number are (8357). The Reorganized Debtor is a Delaware limited partnership. The Reorganized Debtor's headquarters and service address are 100 Crescent Court, Suite 1850, Dallas, TX 75201.

EXHIBIT
X

OKADA FAMILY TRUST – EXEMPT TRUST #2 AND LAWRENCE TONOMURA IN HIS CAPACITY AS TRUSTEE OF MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #2; CLO HOLDCO, LTD.; CHARITABLE DAF HOLDCO, LTD.; CHARITABLE DAF FUND, LP.; HIGHLAND DALLAS FOUNDATION; RAND PE FUND I, LP, SERIES 1; MASSAND CAPITAL, LLC; MASSAND CAPITAL, INC.; SAS ASSET RECOVERY, LTD.; AND CPCM, LLC,

Defendants.

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Plaintiff Marc S. Kirschner (the "Litigation Trustee"), as Litigation Trustee of the Litigation Sub-Trust (the "Trust") established pursuant to the Fifth Amended Plan of Reorganization (the "Plan") of Highland Capital Management L.P. ("HCMLP" or the "Reorganized Debtor") (Docket No. 1472), through his undersigned counsel, brings this action and alleges as follows:

I. INTRODUCTION[2]

1. The Litigation Trustee brings this action to recover hundreds of millions of dollars in damages that HCMLP suffered at the hands of its founder, James Dondero, acting in concert with other entities that he owned and/or controlled (collectively, the "Dondero Entities"), and with the aid of other HCMLP officers and attorneys who disregarded their fiduciary duties to HCMLP in favor of Dondero and their own self-interests.

2. HCMLP was founded in 1993 as an investment advisor that also provided middle- and back-office services and engaged in proprietary trading. Prior to its bankruptcy filing on October 16, 2019, HCMLP was one of more than 2,000 Dondero Entities. The Dondero Entities were operated and controlled for Dondero's benefit, with Dondero utilizing complex corporate structures and transactions to transfer money and assets between the various Dondero Entities in the manner he viewed most advantageous to his own bottom line, including to avoid creditors, exploit personal tax benefits, and ensure that assets were preserved for his benefit and profits ultimately flowed to him.

3. HCMLP was at the center of Dondero's web: it employed nearly all of the people who performed services for myriad Dondero Entities, and it was those employees who carried out the substantive work for the Dondero Entities. Even when HCMLP's full role was

[2] Capitalized terms not defined in this section are defined later in the Complaint.

hidden—either because it was not credited at all, or because it was identified only as a sub-advisor or service provider to Dondero's other management companies—it was HCMLP personnel executing Dondero's strategies for a wide array of Dondero Entities.

4. In or about 2008, after years of successful operations, HCMLP was hit hard by the economic recession. The recession gave rise to a multitude of lawsuits against HCMLP, and it became embroiled in litigations that threatened to impose crippling damages amounting to hundreds of millions of dollars.

5. Faced with this looming threat, Dondero devised a plan to siphon business away from HCMLP through the creation of "lifeboats" that he owned and controlled, which he sought to insulate from the claims of HCMLP's litigation creditors once they crystalized. The lifeboats were set up to provide the management services that HCMLP had been providing before the lifeboats' creation. The lifeboats were really HCMLP in disguise, however, as they conducted their business through HCMLP's employees, operated out of HCMLP's office, and in several cases, simply took over HCMLP's contracts, diverting the resulting fees away from HCMLP while HCMLP continued to provide the underlying services. The lifeboats collected the lion's share of the profits for HCMLP's work, while HCMLP bore the majority of expenses.

6. In the years that followed, Dondero—acting with the aid of certain HCMLP officers and employees—operated HCMLP to further his own personal interests, to HCMLP's detriment. Among other transgressions, Dondero, standing behind HCMLP's perceived corporate shield:

- Caused HCMLP to pay tens of millions of dollars to or for the benefit of Dondero and his affiliates in order to evade creditors, at a time when HCMLP was insolvent, inadequately capitalized, or intended to incur debts beyond its ability to pay;

- Caused HCMLP to transfer assets to other Dondero Entities for less than reasonably equivalent value at a time when HCMLP was insolvent, inadequately capitalized, or intended to incur debts beyond its ability to pay, in order to deprive creditors of the value of the transferred assets;

- Exploited HCMLP to exact vendettas on employees he perceived as disloyal, going so far as to destroy value at HCMLP and other Dondero Entities solely to inflict losses on his perceived enemies;

- Used HCMLP as a vehicle to fraudulently induce an investment of approximately $75 million into another Dondero Entity, and used the proceeds to support yet other Dondero Entities;

- Caused the fraudulent transfer of assets worth at least $100 million out of two HCMLP-managed funds to evade pending litigation claims asserted by UBS;

- Disregarded HCMLP's contractual and fiduciary obligations to investors in certain of HCMLP liquidating funds; and

- Siphoned funds out of HCMLP for use by other Dondero Entities, in exchange for artificially low interest, long-term notes that Dondero later purported to extend (by 30 years) or retroactively forgive, all for no consideration to HCMLP.

7. Dondero's conduct resulted in a second wave of litigation against HCMLP, exacerbating HCMLP's insolvency, inadequate capitalization, and inability to pay its debts. As was wholly foreseeable, Dondero's conduct hobbled HCMLP with hundreds of millions of dollars of additional contingent litigation liabilities that were all but certain to come due given Dondero's brazen wrongdoing.

8. In October 2019, the dam broke, and the repercussions of Dondero's actions came crashing down on HCMLP. An arbitration award of approximately $190 million was issued against HCMLP based on Dondero's failure to abide by a negotiated plan of distribution for certain of its liquidating funds, forcing HCMLP to file for bankruptcy protection. Shortly thereafter, a judgment of more than $1 billion was rendered for UBS against two HCMLP-managed funds, leading UBS to file a proof of claim against HCMLP that sought to hold

HCMLP responsible for its role in preventing the Fund Counterparties (defined below) from satisfying any of their debt to UBS.

9. In 2020, HCMLP, finally operating under the control of true and independent fiduciaries, negotiated a settlement with UBS for a total of $75 million in allowed claims. HCMLP was forced to reopen settlement discussions and increase that number to $125 million, however, when HCMLP discovered that in 2017, Dondero and his loyalists had surreptitiously transferred the two funds' remaining assets to a Dondero Entity. Other settlements followed, as HCMLP, burdened by Dondero's blatant wrongdoing, was forced to compromise claim after claim in order to avoid even greater dilution of creditor recoveries.

10. HCMLP now stands liable for more than $350 million in allowed creditor claims—in addition to tens of millions of dollars of costs occasioned by HCMLP's bankruptcy filing—that stem solely from, and would not exist but for, the knowing misconduct of Dondero and his loyalists. The Litigation Trustee thus brings this action to seek redress for the significant harm Dondero and his affiliates and accomplices inflicted on HCMLP, and to ensure that Dondero and those who aided him are not permitted to abscond with or divert value that rightfully belongs to HCMLP and its creditors.

II. PARTIES

11. Plaintiff Marc S. Kirschner is the Litigation Trustee for the Trust established under HCMLP's Plan. Under the Plan, the Trust was established for the purpose of investigating, prosecuting, settling, or otherwise resolving the Estate Claims, which are defined to include "any and all estate claims and causes of action against Mr. Dondero, Mr. Okada, other insiders of [HCMLP], and each of the Related Entities, including any promissory notes held by any of the foregoing [excluding] any estate claim or cause of action against any then-current employee of [HCMLP] other than Mr. Dondero." On October 8, 2021, the Claimant

Trust established under the Plan confirmed the assignment of certain Causes of Action (as defined in the Plan) to the Trust, including all claims set forth in this Complaint.

12. Defendant James D. Dondero is an individual who, upon information and belief, at all times relevant to this Complaint was residing in Dallas, Texas. Dondero is the co-founder of HCMLP and, prior to his resignation on January 9, 2020, was the Chief Executive Officer and President of HCMLP. From the time that HCMLP was founded through October 16, 2019 when it filed for bankruptcy (the "Petition Date"), Dondero controlled HCMLP through his position at HCMLP, his ownership of HCMLP's general partner, and his ownership of, or control over the owners of, HCMLP's limited partnership interests. As set forth below, Dondero also owns and/or directly or indirectly controls hundreds of Dondero Entities within the Highland web, including the dozens of Dondero Entities referenced herein.

13. Defendant Mark A. Okada is an individual who, upon information and belief, at all times relevant to this Complaint was residing in Dallas, Texas. Okada is the co-founder of HCMLP and was its Chief Investment Officer until he stepped down in 2019, after which he assumed an advisory role through the end of that year. After Dondero, Okada was the next-largest owner of HCMLP or a beneficiary of the distributions it made to its limited partners. Like Dondero, Okada held his interest in HCMLP directly and through trusts.

14. Defendant Strand Advisors, Inc. ("Strand") is a Delaware corporation that is wholly-owned by Dondero. Since HCMLP's formation, Strand has been its general partner and owned limited partnership interests in HCMLP. At all times relevant to this Complaint, Strand's principal place of business was 300 Crescent Street, Suite 700, Dallas, Texas 75201.

15. Defendant NexPoint Advisors, L.P. ("NexPoint") is a Delaware limited partnership. NexPoint is 99.9% owned by the Dugaboy Investment Trust, its sole limited

partner. NexPoint's general partner, NexPoint Advisors GP, LLC ("NexPoint GP"), owns the remaining 0.1%. NexPoint and NexPoint GP were both formed on March 20, 2012. NexPoint concedes that it is controlled by Dondero, who owns 100% of NexPoint GP and is NexPoint GP's sole member and president. At all times relevant to this Complaint, NexPoint's principal place of business was 300 Crescent Street, Suite 700, Dallas, Texas 75201.

16. Defendant Nancy Dondero is named in her capacity as Trustee of Defendant Dugaboy Investment Trust ("Dugaboy"). Dugaboy is a grantor trust established under the laws of the state of Delaware. Dugaboy was formed pursuant to an October 2010 Trust Agreement between Dana Scott Breault, as Settlor, and James D. Dondero and Commonwealth Trust Company, as Trustees. Dondero is Dugaboy's primary beneficiary. Under the Dugaboy trust agreement, Dondero has the power to remove trustees without cause, as well as the power to appoint successive trustees. Dugaboy's original Family Trustee was Dondero, and Defendant Grant James Scott III ("Scott") was its Independent Trustee. In 2015, Dondero appointed Scott as the Family Trustee, and shortly thereafter replaced Scott with his sister Nancy. Between 2016 through confirmation of the Plan, Dugaboy owned a 0.1866% economic interest and a 74.4426% voting interest in HCMLP's Class A partnership interests, and, as set forth above, owns a 99.9% economic interest in NexPoint. Dugaboy filed multiple proofs of claim in HCMLP's bankruptcy case, which were submitted by Scott in his capacity as trustee of Dugaboy. At all times relevant to this Complaint, Dugaboy's principal place of business was 300 Crescent Street, Suite 700, Dallas, Texas 75201.

17. Defendant Highland Capital Management Fund Advisors, L.P. ("HCMFA") is a Delaware limited partnership.[3] HCMFA is owned by Strand Advisors XVI, Inc.[4] (which is HCMFA's general partner and owns a 1% interest in HCMFA); Highland Capital Management Services, Inc. ("HCMS") (which owns limited partnership interests in HCMFA equal to a 89.6667% ownership interest); and the Okada Family Revocable Trust (which owns limited partnership interests in HCMFA equal to a 9.3333% ownership interest). Dondero controls, and is the sole stockholder and director of, Strand Advisors XVI, Inc. Additionally, Dondero and Okada own 75% and 25% of HCMS, respectively.[5] HCMFA has acknowledged that it is controlled by Dondero. At all times relevant to this Complaint, HCMFA's principal place of business was 300 Crescent Street, Suite 700, Dallas, Texas 75201.

18. Defendant Scott is an individual who currently resides in North Carolina. At all times relevant to this proceeding, Scott had various roles at numerous Dondero-controlled or affiliated entities: he was the trustee of Get Good Trust; a director of the Highland Dallas Foundation; the managing member of Charitable DAF GP, LLC; the sole director of Charitable DAF Holdco, Ltd.; the managing member of the Charitable DAF Fund; and the director of CLO Holdco, Ltd. Scott is Dondero's long-time friend, former college roommate, and was the best man at Dondero's wedding. Scott has testified under oath that Dondero is his "closest friend." Dondero personally selected Scott as his successor to run the Charitable DAF Fund. Dondero

[3] HCMFA was originally created by Dondero on February 9, 2009 as Highland Funds Asset Management, L.P. ("HFAM"). On January 9, 2012, HFAM was renamed Pyxis Capital, L.P. ("Pyxis"), and on February 8, 2013, Pyxis was renamed HCMFA.

[4] Strand Advisors XVI, Inc. purports to be managed by six individuals, all but one of whom were previously on HCMLP's payroll.

[5] Dondero is the Director and President of Highland Capital Management Services, Inc. Scott Ellington is its Secretary and Frank Waterhouse is its Treasurer.

also caused Scott to serve on multiple boards on which Dondero also served, including the boards of the Highland Dallas Foundation, Inc., Highland Santa Barbara Foundation, Inc., and Highland Kansas City Foundation, Inc. Scott is also the executor of Dondero's will. Dondero, HCMLP, and/or entities controlled by Dondero transferred tens of thousands of dollars' worth of "business gifts" to Scott in the five years prior to the Petition Date. Scott has no training in finance or compliance and no investment experience. Scott routinely rubber-stamped Dondero's and HCMLP's directives without asking questions or requesting additional information.

19. Defendant Scott Ellington ("Ellington") was HCMLP's Chief Legal Officer and General Counsel until he was terminated for cause in January 2021 for acting in a manner adverse to HCMLP's interest. At all times relevant to this Complaint, Ellington was a Texas resident.

20. Defendant Isaac Leventon ("Leventon") was Assistant General Counsel at HCMLP from March 2011 until he was terminated for cause in January 2021 for acting in a manner adverse to HCMLP's interests. At all times relevant to this Complaint, Leventon was a Texas resident.

21. Defendant Frank Waterhouse ("Waterhouse") was the Chief Financial Officer of HCMLP, and was an HCMLP partner and the Treasurer of HCMLP's general partner, Strand. At all times relevant to this Complaint, Waterhouse was a Texas resident.

22. Defendant CPCM, LLC ("CPCM") is a Texas limited liability company created in February 2021. Upon information and belief, CPCM was created and owned by Ellington, Leventon, and/or Waterhouse.

23. Defendant Charitable DAF Fund, LP (the "DAF") is an exempted company incorporated in the Cayman Islands. Dondero was the initial managing member of the DAF's General Partner, Charitable DAF GP, LLC ("DAF GP"), but in January 2011 he transferred all membership interests to Scott, who held those interests until March 2021. At all times relevant to this proceeding, Scott served as managing member of DAF GP and director of the DAF. HCMLP acted as the formal or informal non-discretionary investment manager for the DAF from its inception through 2020, and provided advisory and back-office services to the DAF and its subsidiaries, including CLO Holdco, Ltd., from 2012 until HCMLP terminated that relationship in February 2021. According to the DAF, Dondero currently serves as its investment advisor (although without an advisory contract).

24. Defendant Charitable DAF Holdco, Ltd. ("DAF Holdco") is an exempted company incorporated in the Cayman Islands. At all times relevant to this proceeding, Scott served as DAF Holdco's managing member and sole director. DAF Holdco is the limited partner of the DAF and owns 100% of the partnership interests in the DAF.

25. Defendant CLO Holdco, Ltd. ("CLO Holdco") is an exempted company incorporated in the Cayman Islands that was formed on December 13, 2010. CLO Holdco is a wholly-owned subsidiary of the DAF. CLO Holdco filed two proofs of claim in HCMLP's bankruptcy case, which were signed by Scott in his capacity as CLO Holdco's sole director.[6] CLO Holdco has no employees or officers. According to CLO Holdco, Dondero currently serves as an investment advisor to CLO Holdco (although without an advisory contract). Until Dondero's departure from HCMLP in January 2020, HCMLP (through Dondero) effectively made all investment decisions for the DAF which allocated the investments to CLO Holdco,

[6] Scott served in that capacity at all times relevant to this proceeding.

which would then be rubber-stamped by Scott. At all times relevant to this Complaint, CLO Holdco's principal place of business was 300 Crescent Street, Suite 700, Dallas, Texas 75201.

26. As of December 31, 2020, CLO Holdco and the DAF collectively controlled approximately $260 million in assets. Dondero has testified under oath that he was unaware of a single investment decision that HCMLP ever recommended to Scott regarding the DAF that Scott rejected. Likewise, Dondero was unaware of any investment Scott made on behalf of the DAF that did not originate with HCMLP.

27. Defendant Highland Dallas Foundation ("Highland Dallas") is registered as a Delaware nonprofit, nonstock corporation. The directors of Highland Dallas at the time of the events relevant to this proceeding were Dondero, Scott, and Mary Jalonick. Dondero also acted as Highland Dallas's president, and Scott served as its treasurer. Highland Dallas's principal office address is 3963 Maple Avenue, Suite 390, Dallas, Texas, 75219.

28. Defendant Scott, in addition to being named above in his individual capacity, is named in his capacity as Trustee of Get Good Trust, a trust established under the laws of the State of Delaware. According to Get Good's July 9, 2021 disclosure to this Court, Get Good consists of three related trusts: Get Good Trust, Get Good Non Exempt Trust No. 1, and Get Good Non Exempt Trust No. 2, all of which are included in the term "Get Good." Dondero is the settlor of Get Good, its beneficiaries are his "living descendants," and Scott was Get Good's trustee at all times relevant to this Complaint. Get Good filed a proof of claim in HCMLP's bankruptcy case, which was submitted by Scott in his capacity as trustee of Get Good.

29. Defendant Hunter Mountain Investment Trust ("Hunter Mountain") is a statutory trust established under the laws of the state of Delaware. Hunter Mountain was formed on December 17, 2015, shortly before it purchased limited partnership interests in HCMLP from

HCMLP's then-existing limited partners (*i.e.*, Dondero, Okada, and entities that they controlled) and HCMLP. Through a complex series of transactions that occurred on December 21, 2015 and December 24, 2015, Dondero caused Hunter Mountain to become the owner-in-name of 99.5% of the economic interests of HCMLP. Meanwhile, Dondero caused Hunter Mountain to issue a series of notes and cash, such that Dondero, Okada, and certain entities that they controlled (including Dugaboy, The Mark & Pamela Okada Family Trust – Exempt Trust #1, and The Mark & Pamela Okada Family Trust – Exempt Trust #2) continued to receive the economic benefit of limited partnership distributions made by HCMLP to Hunter Mountain even after they had purportedly sold their limited partnership interests to Hunter Mountain. Hunter Mountain filed multiple proofs of claim in HCMLP's bankruptcy case, including a proof of claim in the amount of $60,298,739, in connection with alleged setoff rights under a $63 million secured promissory note Hunter Mountain entered into with HCMLP on December 21, 2015 (the "Hunter Mountain Note").

30. Rand PE Fund I, LP, Series 1 ("Rand") is a Delaware series limited partnership. Rand is the indirect parent of Hunter Mountain and is a guarantor of the Hunter Mountain Note.

31. Defendant Lawrence Tonomura is named in his capacity as trustee of Defendant The Mark & Pamela Okada Family Trust – Exempt Trust #1 ("MAP #1"), a trust established under the laws of the state of Texas. Okada controls MAP #1, which he created for the benefit of his children.

32. Defendant Lawrence Tonomura is named in his capacity as trustee of Defendant The Mark & Pamela Okada Family Trust – Exempt Trust #2 ("MAP #2"), a trust established under the laws of the state of Texas. Okada controls MAP #2, which he created for the benefit of his siblings.

33. Defendant Massand Capital, Inc. ("Massand Inc.") is a New York corporation that was created in 2002. Defendant Massand Capital, LLC ("Massand LLC") is a Delaware limited liability company created in 2014, pursuant to a certificate of incorporation signed by Leventon. Massand Inc. received payments from HCMLP between February 4, 2014 and January 7, 2015. Massand LLC received payments from HCMLP between February 25, 2015 and August 1, 2019. Massand Inc. and Massand LLC are referred to collectively herein as "Massand Capital".

34. Defendant SAS Asset Recovery Ltd. ("SAS") is a Cayman Island entity created in 2012, whose principal place of business is Dallas, Texas. Upon information and belief, SAS is a litigation funding and management business created by Dondero and Ellington in 2012 and operated out of HCMLP's headquarters. SAS, along with its direct and indirect subsidiaries, is owned and controlled by Dondero and Ellington, who own 70% and 30% of the economic interests in SAS, respectively. Upon information and belief, Ellington is the Chief Executive Officer of SAS.

III. JURISDICTION AND VENUE

35. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 because this is a civil proceeding arising under or relating to the bankruptcy petition filed by HCMLP under Chapter 11 of the United States Bankruptcy Code. *See In re Highland Capital Management, L.P.*, No. 19-34054-sgj11 (Bankr. N.D. Tex.). This is a core proceeding pursuant to 28 U.S.C. § 157(b).

36. Venue is proper in this Court under 28 U.S.C. § 1409(a).

37. This Court has personal jurisdiction over the defendants because each of the Defendants: (i) is a Texas resident; (ii) was formed under the laws of Texas; (iii) is the alter ego of a Texas resident or an entity that was formed under the laws of Texas; (iv) has a business

presence in Texas; (v) filed a proof of claim in HCMLP's bankruptcy case; and/or (vi) had minimum contacts with the state of Texas by either invoking the benefits and protections of the state of Texas or otherwise purposefully directing conduct toward a Texas resident.

IV. FACTUAL ALLEGATIONS

A. Dondero Creates HCMLP

38. HCMLP was a global alternative investment manager and registered investment advisor that was founded in 1993 by Dondero and Okada. The funds managed by HCMLP originally focused on the leveraged loan market, and subsequently expanded into other asset classes such as high-yield credit, public equities, real estate, private equity and special situations, structured credit, and sector- and region-specific industries.

39. By the mid-2000s, HCMLP employed over 100 employees, including executive-level management employees, finance and legal staff, investment professionals, and back-office accounting and administrative personnel. As of the Petition Date, HCMLP had three primary business lines: (i) investment management; (ii) the provision of middle- and back-office services ("shared services") to other registered investment advisors; and (iii) proprietary trading.

40. Dondero exercised complete control over HCMLP from its founding until January 9, 2020, when this Court entered an order implementing the settlement and term sheet entered into between HCMLP and the unsecured creditors' committee, pursuant to which three new independent directors (the "Independent Board") were appointed at Strand to oversee the management and reorganization of HCMLP. HCMLP's employees have bluntly acknowledged that, prior to the appointment of the Independent Board, Dondero was HCMLP's solitary decision-maker on all matters concerning the company's operation and management. Dondero

served as HCMLP's Chief Executive Officer and President from the time that HCMLP was founded until he resigned from those roles on January 9, 2020.

41. As of December 31, 2006, HCMLP provided investment advisory services pursuant to management agreements for: (i) 22 CLOs, (ii) 1 SLT; (iii) 11 RICs, (iv) 7 warehouse transactions, (v) 4 SMAs; (vi) one trust; and (vii) 10 hedge fund structures.[7] At that time, the value of HCMLP's assets under management ("AUM") was approximately $33.1 billion.[8]

B. HCMLP Narrowly Survives The Financial Crisis Of 2008, And Emerges Facing Hundreds Of Millions Of Dollars In Potential Litigation Damages

42. Around 2008, HCMLP's business began to falter, as the financial crisis began to set in. The funds that HCMLP managed faced large losses, followed by substantial redemptions. In January 2008, HCMLP experienced its worst performance to date, with the value of many of its managed funds deteriorating significantly.

43. At the same time that HCMLP was facing significant losses that threatened its existence, the company also became ensnared in litigation posing the threat of hundreds of millions of dollars in damages. In March 2008, HCMLP and its managed funds Highland CDO

[7] A collateralized loan obligation ("CLO") is a structure that acquires and manage a pool of debt or loans. The CLO issues multiple debt tranches as well as equity, and uses the proceeds of those issuances to obtain loans. A structured loan transaction ("SLT") is a transaction involving structured financial instruments such as collateralized loan obligations. A registered investment company ("RIC") is a corporation, partnership, or trust registered with the Securities and Exchange Commission under the Investment Company Act of 1940. A warehouse transaction is an intermediate transaction that involves purchasing loans or bonds that will undergo the warehousing period prior to serving as collateral for a CLO security. A separately-managed account ("SMA") is a managed investment vehicle that has only one investor. A trust is a fiduciary agreement in which one entity that holds property or assets as its owner for one or more beneficiaries. A hedge fund structure is an actively managed investment pool held by a limited partnership of investors that allows partners to "redeem" their investment, subject to certain limitations.

[8] At its high-water mark, HCMLP's AUM exceeded $40 billion.

Opportunity Master Fund, L.P. ("CDO Fund") and Highland Special Opportunities Holding Company ("SOHC" and together with CDO Fund, the "Fund Counterparties")[9] had entered into a transaction with UBS to finance the purchase of various CLO tranches (*i.e.*, tranches of debt issued by existing CLOs) and other assets, including credit default swaps ("CDS"). The governing agreements required the Fund Counterparties to post collateral based on the mark-to-market value of certain collateralized debt obligations. The value of these assets dropped by more than $400 million in the fall of 2008, and in November 2008, the Fund Counterparties failed to meet UBS's margin demand. In December 2008, UBS terminated the agreements, and claimed that it was owed 100% of its losses—which UBS alleged was as much as $745 million—from HCMLP and the Fund Counterparties.

44. On February 24, 2009, UBS commenced an action against HCMLP and the Fund Counterparties in New York state court. As amended and consolidated, UBS asserted claims against HCMLP for actual and constructive fraudulent transfer and breach of the implied covenant of good faith and fair dealing. Among other things, UBS alleged that in March 2009, HCMLP had orchestrated transfers of approximately $233 million of assets from SOHC's parent entity HFP, which UBS alleged was the alter ego of SOHC or its subsidiaries (the "March 2009 Transfers"). UBS sought to disgorge those transfers, and also sought damages against

[9] The CDO Fund is an indirectly-controlled subsidiary of HCMLP. At all times relevant to this proceeding, the CDO Fund was controlled by HCMLP, either pursuant to an investment advisory agreement and/or through HCMLP's indirect ownership of CDO Fund's general partner. SOHC is a subsidiary of Highland Financial Partners, L.P. ("HFP"). At all times relevant to this proceeding, HFP was managed and controlled by Dondero in his capacity as an officer of HFP and its general partner and as a member of HFP's monitoring committee. HFP's general partner is a wholly-owned indirect subsidiary of HCMLP. After 2010, Dondero was the sole member of HFP's monitoring committee until his resignation in mid-2021. At all times relevant to this Complaint, Dondero managed and controlled SOHC through his control of HFP.

HCMLP, including punitive damages, attorneys' fees, and pre-judgment interest (calculated at 9% under New York law).

45. Meanwhile, in December 2008, CDO Fund ceased meeting margin calls issued by Citibank N.A., Citigroup Global Markets Limited, Citigroup Financial Products Inc., and Citigroup Global Markets Inc. (together, "Citi") in connection with CDS entered into by CDO Fund and Citi. Citi seized assets posted by CDO Fund to collateralize the CDS, and, by March 2009, conducted two auctions to sell the collateral. The proceeds of the collateral sales, however, were not sufficient to satisfy CDO Fund's obligations to Citi. On April 5, 2012, CDO Fund sued Citi, alleging various claims arising from the margin calls. On May 3, 2013, Citi answered and countersued CDO Fund, HCMLP, and Highland CDO Opportunity Fund GP, L.P. ("CDO Fund GP") to: (i) recover a deficit of more than $24 million, plus accrued interest, still owed under the agreements governing the CDS; (ii) recoup $3 million in liquidation proceeds mistakenly received from a third party; and (iii) seek indemnification for all losses and costs Citi incurred as a result of CDO Fund's breach.

46. In addition, on April 2, 2009, Barclays Bank PLC ("Barclays PLC") and its wholly-owned subsidiary HYMF, Inc. ("HYMF" and, together with Barclays PLC, "Barclays") commenced an action against HCMLP and certain of its managed funds (the "Fund Defendants") and related entities for breach of contract, breach of fiduciary duty, and equitable accounting (the "Barclays Action"). The Barclays Action focused on hedge contracts that HYMF had entered into with various HCMLP-managed funds, which provided that HYMF would be able to remove its investments in a preferential fashion via a "redemption" right, usually as quickly as one day. Barclays alleged that HYMF attempted to exercise that redemption right in mid-October 2008 but was rejected by HCMLP and its managed funds,

notwithstanding the clear terms of the HYMF contracts. This breach of the HYMF contracts was accompanied by Dondero personally stating he would withhold over $100 million for over a year unless HYMF performed certain unrelated financial services for the Fund Defendants. Barclays alleged that it had invested more than $700 million into the Fund Defendants, that Dondero personally held at least $100 million of that "hostage," and that "hundreds of millions of dollars" were still owed to HYMF.

47. Additionally, on June 3, 2011, HCMLP became aware that on November 1, 2010, the Securities and Exchange Commission (the "SEC") had commenced an investigation with respect to potential violations of the Securities Act of 1933, the Securities Exchange Act of 1934, and the Investment Advisers Act of 1940. While the SEC investigation was settled years later for a reduced amount, HCMLP's understanding in 2011 was that the SEC investigation could result in significant penalties, including substantial monetary penalties, for the company.

C. In A Scheme To Evade HCMLP's Creditors, Dondero Creates "Lifeboats" To Usurp HCMLP's Business

48. In 2012, Dondero explained HCMLP's precarious financial condition, testifying under oath that the 2008 financial crisis took HCMLP "to a state of insolvency and we've been juggling liquidity since that," and that "[t]he last three, four years have been negative to the tune of hundreds of millions of dollars[.]" Dondero testified further that the contingent liabilities resulting from the lawsuits filed against HCMLP were a primary driver of HCMLP's insolvency.

49. It was against this backdrop that in or about 2011, Dondero determined to create a series of new entities—referred to internally by some at HCMLP as "lifeboats"—to take over HCMLP's business, with the aim of placing the resulting profits beyond the reach of HCMLP's

creditors. Ultimately, the most successful of the lifeboats were NexPoint and HCMFA, which are described in greater detail below. However Dondero also created other lifeboats at or around this time, including:

- Tunstall Capital Management, LP—which was created to manage stressed and distressed investing in hedge fund, private equity fund, and retail funds;
- Falcon E&P Opportunities GP, LLC—which was created to manage oil and gas investments in private equity funds;
- Granite Bay Advisors, LP—which was created to manage long-short credit investing; and
- Highland Capital Healthcare Advisors, LP ("HCHA")—which was created to serve as health care equity advisor.

1. NexPoint

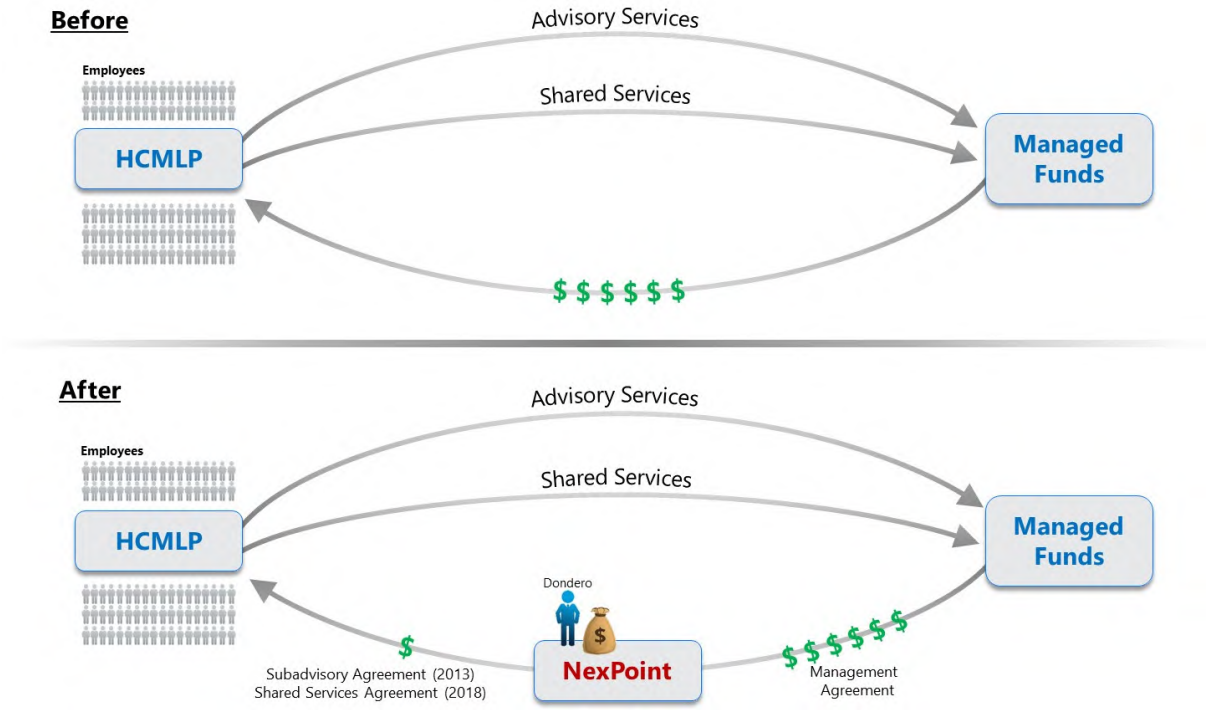
50. NexPoint was effectively a shell entity that Dondero created in March 2012 to siphon profits from HCMLP in order to evade HCMLP's creditors. Dondero's family trust Dugaboy, of which Dondero is the primary beneficiary, owns 99.9% of NexPoint.

51. Between 2012 and 2015, NexPoint had no employees of its own, and performed no business activities that were distinguishable from those performed by HCMLP. To the contrary, NexPoint used HCMLP's employees to perform the same investment management and advisory services—including investment advisory, compliance, accounting, tax, human resources, and information technology services—that were performed by HCMLP.

52. For over a year, HCMLP performed all services for NexPoint, without any sub-advisory or shared services agreements that even purported to compensate HCMLP for the use of its employees. In mid-2013, Dondero attempted to retroactively infuse this scheme with a patina of legitimacy, by causing NexPoint to enter into a shared services agreement with HCMLP that required NexPoint to pay fees to HCMLP based on a formula that resulted in low fee payments. NexPoint continued to reap the vast majority of the generated fees, however.

NexPoint's fees were based on a percentage of AUM, set at a level to yield fees far in excess of those NexPoint was paying HCMLP. The NexPoint scheme is illustrated in Figure 1, below.

Figure 1.



53. Adding insult to injury, HCMLP funded NexPoint's operations whenever needed, seeded large investments made by NexPoint, and funded a large portion of the distributions NexPoint made to its owner, Dugaboy (the beneficiary of which was Dondero). Between 2012 and 2017, HCMLP loaned NexPoint approximately $30 million, and entered into a revolving line of credit to provide NexPoint with additional liquidity. Initially, the loans were in the form of demand notes and were unsecured, frequently below-market, and had few to no covenants. NexPoint paid no principal or interest to HCMLP on the loans during the 2012-2017 period. At the same time, NexPoint made limited partner distributions of approximately $34 million—99.9% of which were made to Dugaboy for Dondero's benefit.

54. Dondero caused HCMLP to enter into multiple forbearance agreements with respect to the NexPoint loans, pursuant to which HCMLP agreed not to collect on the NexPoint loans for a period of one year from the time of the agreement. According to NexPoint's financial statements, these agreements were entered into to provide NexPoint "with the necessary financial support to fund [NexPoint's] obligations as they come due[.]" By May 2017, NexPoint owed HCMLP more than $30 million. Although all of these obligations were payable on demand, HCMLP again agreed not to demand repayment—this time through May 31, 2018—and also agreed to provide support to fund NexPoint's obligations through the same period. Meanwhile, HCMLP recorded the NexPoint loans at face amount on HCMLP's books.

55. Upon information and belief, on May 31, 2017, following discussions with NexPoint's auditors, Dondero restructured the NexPoint loans into a consolidated $30,746,812.33 note (the "NexPoint Loan") with an unusually long 30-year term maturity with a low coupon rate, no covenants, and no security. HCMLP received no consideration in exchange for its agreement to extend the NexPoint loans' maturity date from on-demand to 30 years.

56. Subsequent to Dondero's resignation from HCMLP, on December 31, 2020, NexPoint defaulted on the NexPoint Loan and the full outstanding amount of the loan was accelerated. On January 22, 2021, HCMLP filed an adversary proceeding in the Bankruptcy Court to collect on the NexPoint Loan. *See Highland Capital Management, L.P. v. NexPoint Advisors, L.P.*, Adv. Pro. 21-03005-sgj (Bankr. N.D.Tex. Jan. 22, 2021). NexPoint has raised a series of frivolous defenses to HCMLP's claims, including that HCMLP—acting through the owner of a majority of its Class A interests, Dugaboy (which was acting through Dondero's sister, as Dugaboy's Family Trustee)—orally agreed to forgive the NexPoint Loan as part of

Dondero's compensation. More than $23 million remains outstanding on the NexPoint Loan, and interest and fees continue to accrue.

57. From the time that it was created in 2012 through 2019, NexPoint—which used HCMLP's employees to perform the same management and advisory services that are performed by HCMLP—earned over $150 million in revenues (including over $120 million in advisory and administrative fees) and approximately $50 million in operating income. Between 2012 and 2015, NexPoint's AUM increased 34%, from $700 million to $936 million, and revenues increased from $4.1 million to $16.2 million. Between 2015 and 2019, NexPoint's AUM increased by approximately 408%—from $936 million to $4.8 billion, and revenue increased from $16.2 million to $46.8 million. By contrast, over the same 2015 to 2019 period, HCMLP's AUM decreased from $9.5 billion to $2.3 billion.

2. HCMFA

58. Dondero utilized the same basic playbook for HCMFA, which is directly or indirectly owned by Dondero and Okada. HCMFA was created to replace HCMLP as the new investment manager for certain open-ended retail investment funds, but in a manner similarly designed to ensure that the profits generated by the business would not be available to HCMLP's litigation creditors in the event they achieved favorable judgments.

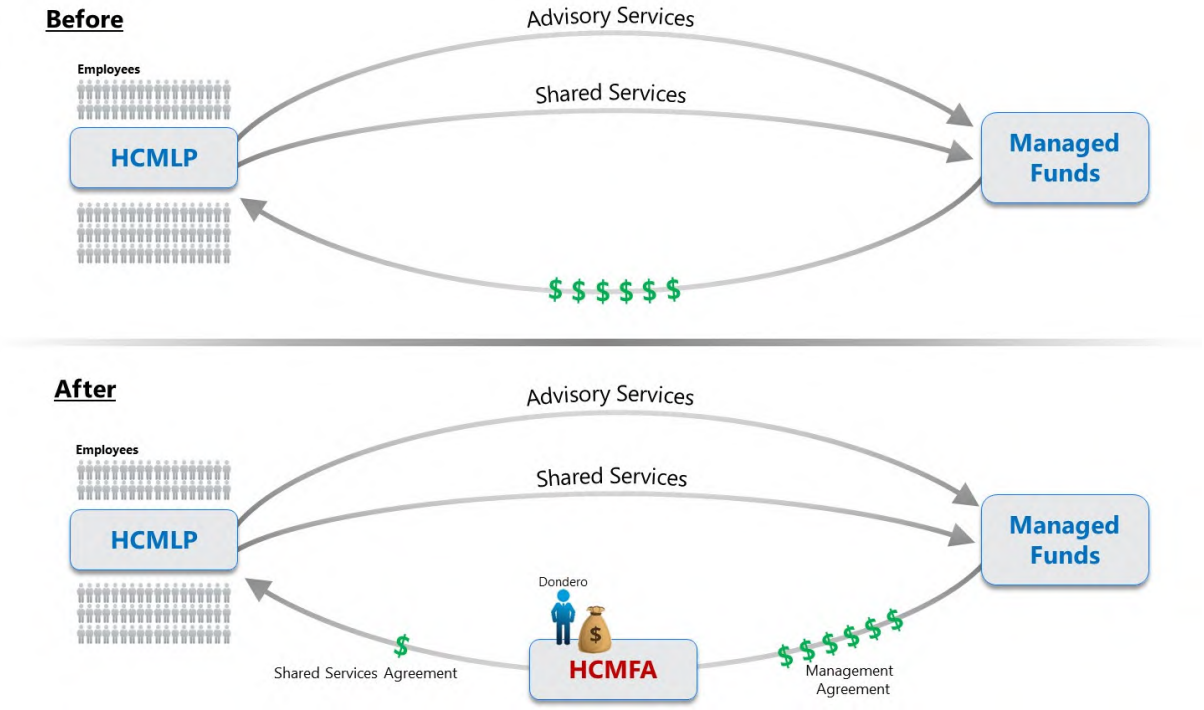
59. On December 15, 2011, Dondero caused HCMLP to transfer HCMLP's rights and obligations to provide investment advisory services for Highland Credit Strategies Fund,[10] Highland Floating Rate Opportunities Fund ("HFRO") (n/k/a Highland Income Fund),

[10] On June 13, 2012, the management agreements for Highland Credit Strategies Fund were purportedly "novated" to the newly-created NexPoint. Highland Credit Strategies Fund's name was changed to NexPoint Credit Strategies Fund, referred to herein as "NHF." The result of this transfer was simply to shift management fees relating to NHF—which had previously been diverted from HCMLP—from one lifeboat (Pyxis/HCMFA) to another (NexPoint).

Highland Long/Short Equity Fund, Highland Long/Short Healthcare Fund, and Highland Special Situations Fund to HCMFA. HCMLP received no consideration for the transfer. Prior to the transfer, HCMLP received management and advisory fees under those agreements in return for the services it performed. Following the transfer, it was HCMFA rather than HCMLP that received those fees, notwithstanding that HCMFA used HCMLP's employees to perform most services. Thus, the effect of the transfer was to insert a new sham entity to reap the profits earned from the same HCMLP employees performing the same work that had been performed prior to the transfer.

60. HCMFA collected management fees from its managed funds based on a percentage of their net asset value ("NAV"). Meanwhile, HCMLP—whose employees performed most services required by HCMFA—received a low fee that was only a small fraction of the fees earned by HCMFA. And HCMLP received no fee in respect of the advisory services it provided to HCMFA, despite the fact that HCMLP's employees were named portfolio managers, and constituted entire teams of supporting investment analysts, for HCMFA-managed funds. Indeed, HCMFA did not execute a sub-advisory agreement with HCMLP, and it was only in May 2018 that HCMFA executed a payroll reimbursement agreement to partially compensate HCMLP for the services of certain HCMLP employees. If HCMLP had managed the HCMFA-managed funds directly rather than doing so through an entity that was created to evade HCMLP's creditors, then HCMLP would have earned tens of millions of dollars (potentially over $100 million) in additional fees between 2012 and 2018. The HCMFA scheme is illustrated by Figure 2, below.

Figure 2.



61. Following Dondero's "lifeboat" playbook, HCMLP also provided financial support to HCMFA so that HCMFA was well-positioned to earn profits that bypassed HCMLP's creditors and flowed directly to Dondero and his affiliated entities, primarily through HCMFA's largest limited partner, HCMS (of which Dondero and Okada owned 75% and 25%, respectively). Between 2011 and 2019, HCMLP loaned HCMFA approximately $12 million. Those HCMFA loans were evidenced by demand notes, for which Dondero caused HCMLP to enter into multiple forbearances, ultimately preventing HCMLP from demanding payment until May 31, 2021. As of the Petition Date, $6.3 million was outstanding on the notes subject to the forbearance agreement. In May 2019, HCMFA borrowed an additional $7.4 million from HCMLP pursuant to two additional demand notes.

62. Subsequent to Dondero's resignation from HCMLP, HCMFA defaulted on its debt to HCMLP. On January 22, 2021, HCMLP filed an adversary proceeding in the Bankruptcy

Court to collect on the debt. HCMFA has raised a series of frivolous defenses to HCMLP's claims, including that the notes were executed in error. As of December 11, 2020, approximately $7.7 million in principal and interest was due and owing to HCMLP on the HCMFA notes dated May 2 and 3, 2019 and, as of June 4, 2021, approximately $3.1 million in principal and interest was due and owing to HCMLP on the HCMFA notes dated February 26, 2014 and February 26, 2016, and interest and fees continue to accrue.

D. Dondero Causes HCMLP To Engage In Misconduct That Exposes It To Additional Liability

63. As described more fully below, in addition to establishing the lifeboats to usurp HCMLP's business and evade its contingent creditors, Dondero engaged in other actions that meaningfully harmed HCMLP. This included exposing HCMLP to significant liability by utilizing it to exact revenge on Dondero's perceived adversaries, and carrying out schemes that personally benefitted Dondero and, in certain instances, HCMLP's Chief Legal Officer and General Counsel Scott Ellington, but conferred no benefit on HCMLP. As described above, these actions ultimately resulted in more than one billion dollars in litigation and arbitration claims against HCMLP and millions of dollars in legal fees, necessitated HCMLP's bankruptcy filing, and ultimately forced HCMLP to enter into settlements requiring it to pay hundreds of millions of dollars.

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

64. In 2011, Dondero formed Acis Capital Management, L.P. ("Acis") and Acis Capital Management GP, LLC ("Acis GP"). Dondero was President both of Acis and Acis GP, and controlled their overall financial strategies and decisions. Upon information and belief, prior to its bankruptcy filing in 2018, Acis was indirectly owned by Dondero (through Dugaboy), Okada, and Joshua Terry ("Terry"), an HCMLP employee that Dondero tapped to manage Acis.

Like HCMLP, Acis was a registered investment advisor whose purpose was to raise money from third-party investors to launch or invest in CLOs. HCMLP was the investment manager for Acis, and Acis performed almost all of its services through HCMLP employees. Dondero created Acis to act as another lifeboat—*i.e.*, to divert income away from HCMLP when HCMLP was facing the risk that all of its assets would be absorbed by its creditors. In 2013, HCMLP began what proved to be a short-lived turnaround, spurred by improving financial performance and settlement of the Barclays litigation. At this point, Dondero became more troubled by the dilution of his share of Acis's income, caused by Terry's ownership in Acis, than he was about evading HCMLP's liabilities. As a result, Dondero once again redirected the flow of money for his own benefit, this time by siphoning value from Acis back to HCMLP.

65. By 2016, tensions between Dondero and Terry hit a boiling point. Dondero sought to finance an acquisition by an HCMLP portfolio company through a loan from HCMLP-managed CLOs, and an extension of the maturity dates on the portfolio company's notes that were held by the CLOs. Terry was the investment manager for the CLOs, and opposed the plan on the ground that agreeing to extend the notes' maturity dates would breach his fiduciary duties to the CLOs. Dondero responded to Terry's opposition by firing him from Acis and HCMLP, making up a pretextual claim of termination for "cause." Shortly thereafter, Dondero amended the Acis limited partnership agreement to terminate Terry's interests in Acis, and directed Acis to sue Terry in Texas state court. Terry counterclaimed and demanded arbitration.

66. 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 HCMLP'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 HCMLP 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 HCMLP under their shared services and sub-advisory agreements, retroactive to January 1, 2016.

67. Beginning on October 24, 2017—four days after Terry's arbitration judgment was issued—Dondero, acting through HCMLP, and with the aid of Ellington and Leventon, 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. Ellington and Leventon aided Dondero by implementing Dondero's directives and taking the steps necessary to consummate these transactions.

68. Ultimately, Dondero's elaborate schemes to render Acis judgment-proof led Terry to file involuntary petitions for protection under chapter 11 of the United State Bankruptcy Code against Acis and Acis GP on January 30, 2018. In response to the bankruptcy filings, Dondero caused HCMLP, which served as the sub-advisor to the Acis CLOs, to grossly mismanage the Acis CLOs, including by failing to purchase a single loan for the CLOs following the appointment of a chapter 11 trustee in the Acis bankruptcy case. This abrogation of duties caused the chapter 11 trustee to replace HCMLP with Brigade Capital Management, LP ("Brigade") and Cortland Capital Markets Services LLC ("Cortland"). Put another way, Dondero's use of HCMLP to cause damage to Acis actually harmed HCMLP itself, leading HCMLP to incur exorbitant legal fees attacking Acis, the loss of its investment management

contracts and the income flowing from those contracts, and reputational harm that precluded HCMLP from launching any future CLOs and generating fee income therefrom.

69. Dondero also caused HCMLP 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 HCMLP) and to stop HCMLP 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 HCMLP, which Dondero caused HCMLP to violate. Dondero also caused Highland CLO Funding, Ltd. ("HCLOF") to initiate an additional frivolous lawsuit against Terry in the Royal Court of Guernsey (the "Guernsey Suit"), which was ultimately dismissed, resulting in Terry arguing that HCMLP, as the owner of HCLOF's advisor Highland HCF Advisors, Ltd. ("HHCFA"), was liable for Terry's attorneys' fees and expenses under Guernsey's "loser pays" regime.[11]

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

70. Dondero and Ellington also exposed HCMLP to substantial liability to 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,

[11] Dondero's litigation crusade against Terry and Acis continues to date. On May 13, 2021, NexPoint caused one of its managed retail funds, NHF, to commence a lawsuit in the district court for the Southern District of New York against Acis, Terry, U.S. Bank, N.A., and Brigade, alleging that the Acis CLOs had been mismanaged. NHF then filed an action in Acis's bankruptcy case, seeking a ruling that the complaint did not violate the injunction contained in Acis's plan of reorganization. The bankruptcy court declined to issue the order requested by NHF and held that NHF must amend its complaint to comply with the plan injunction. NHF then filed a motion asking the Bankruptcy Court to reconsider its ruling.

"HarbourVest"). At the same time that Dondero was surreptitiously transferring valuable rights associated with the Acis CLOs away from Acis in order to evade Terry's arbitration award, he and Ellington, HCMLP's Chief Legal Officer and General Counsel, were using HCMLP 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.[12] In soliciting this investment, Dondero and Ellington failed to disclose material facts to HarbourVest regarding the Terry disputes and Acis frauds, thus exposing HCMLP to substantial and unnecessary liability.[13]

71. In inducing HarbourVest's investment, Dondero and Ellington, purportedly acting through HCMLP, 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.

72. Moreover, unbeknownst to HarbourVest, Dondero caused CLO Holdco to use the $75 million that it received from HarbourVest to make investments in other Dondero-owned

[12] CLO Holdco acquired Acis CLO equity tranches when the CLOs were launched and then transferred them to HCLOF in exchange for a 100% ownership interest in HCLOF after it was formed.

[13] HCLOF has never paid a management fee to HHCFA, a wholly-owned subsidiary of HCMLP that is managed and controlled by HCMLP and operated using HCMLP employees. Consequently, HCMLP has indirectly provided free investment management services to HCLOF since its inception.

entities, including entities managed by NexPoint and HCMFA. Thus, the HarbourVest investment benefitted Dondero personally, but left HCMLP exposed to hundreds of millions of dollars in potential damages to HarbourVest.

3. Dondero And His Accomplices Cause HCMLP To Engage In Misconduct That Increases Its Liability To UBS

73. In March 2017, the New York state court presiding over UBS's claims against HCMLP and the Fund Counterparties ruled that UBS's claims against the Fund Counterparties, and its fraudulent transfer claims against HCMLP, could proceed to trial.[14] Shortly thereafter, Dondero and Ellington took steps to transfer the Fund Counterparties' remaining assets to Sentinel Reinsurance, Ltd. ("Sentinel"), a Cayman Islands entity indirectly owned and controlled by Dondero and Ellington,[15] 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.[16] In or around August 2017, Dondero and Ellington orchestrated the surreptitious transfer of substantially all of the Fund Counterparties' assets—with a face amount of $300 million and a fair market value of more than $100 million—to Sentinel.

74. The pretextual justification for these transfers was to satisfy a $25 million premium on an "after the event" insurance policy issued by Sentinel that purportedly insured the first $100 million of liability to UBS. That justification, however, hid the real goal: to drain the Fund Counterparties' assets (but keep them within the control of Dondero and Ellington) and render the Fund Counterparties (and certain related entities) judgment-proof.

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[14] UBS's claim against HCMLP for breach of the implied covenant of good faith and fair dealing was subsequently also permitted to proceed.

[15] Sentinel was created in 2012 and is 70%-owned by Dondero and 30%-owned by Ellington through intermediate holding companies. Sentinel has no employees or physical office space. HCMLP employees, including Leventon, performed work on behalf of Sentinel.

[16] In September 2017, Ellington caused Dilip Massand to be appointed as a director of Sentinel.

75. Moreover, the existence of this purported insurance policy was actively concealed from the Independent Board by Ellington, Leventon, Sevilla, Lucas, and DiOrio. This concealment caused HCMLP to make factually inaccurate statements to the Bankruptcy Court and incur millions of dollars in additional fees litigating (rather than settling) with UBS. After the policy was uncovered through the diligence of the Independent Board, CDO Fund made a claim on the policy in March 2021. Despite CDO Fund's efforts to collect on the policy, Sentinel has refused to make any payments to HCMLP or the Fund Counterparties. This purported insurance policy was the only such policy Sentinel had issued during its existence.

76. On February 10, 2020, the New York state court entered a judgment against the Fund 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 HCMLP was still pending when HCMLP filed for bankruptcy on October 16, 2019 (as discussed *infra*).

4. Dondero Causes HCMLP To Engage In Misconduct That Results In Liability To HERA And Patrick Daugherty

77. HCMLP's poor performance during the 2008-09 financial crisis left it with insufficient available cash and assets to offer incentive-based compensation to key senior employees. After HCMLP defaulted on a credit facility with a group of unsecured banks, the lender group demanded a security interest in all HCMLP's assets, but permitted the creation of a retention program to stave off an exodus of employees. With the consent of the lenders, on June 23, 2009, HCMLP created Highland Employee Retention Assets LLC ("HERA"), an employee-owned (subject to a two-year vesting period) entity that served as a replacement for certain senior employees' deferred compensation, which had been previously-awarded but wiped out by the financial crisis. HCMLP contributed assets to HERA, which then distributed

proceeds from time to time. Patrick Daugherty, a former senior HCMLP employee, was a director of HERA and its largest unitholder.

78. Dondero's relationship with Daugherty deteriorated, and Daugherty resigned from HCMLP in the fall of 2011. Instead of simply allowing HERA to pay Daugherty what he was owed, Dondero caused HCMLP to carry out his personal vendetta against Daugherty through years of spiteful, unnecessary litigation borne out of personal animosity. As a result of that litigation, HCMLP accrued (i) litigation expenses and pre- and post-judgment interest that exceeded the amounts that HERA owed Daugherty in the first place; and (ii) liability in connection with a jury verdict that HCMLP defamed Daugherty with malice and breached the implied covenant of good faith and fair dealing.

79. Moreover, Dondero, through HCMLP, engaged in an asset-stripping campaign designed to render HERA judgment-proof, further exposing HCMLP to liability and unnecessary legal costs. In furtherance of that scheme, Dondero caused: (i) HCMLP to buy out all HERA unitholders except for Daugherty; (ii) HERA's board to transfer its powers to HERA Management, a newly formed entity for which Dondero served as president and sole member; and (iii) HERA to distribute substantially all of HERA's assets to HCMLP, while claiming that HCMLP would place Daugherty's interests in HERA into escrow.

80. When Daugherty demanded payment of his judgment from HERA, HERA claimed it had become insolvent, citing that it owed HCMLP more than $7.5 million for legal expenses—approximately $4.9 million of which HCMLP had written off because of "lack of collectability."

81. Daugherty then sued HCMLP, HERA, HERA Management, and Dondero in the Delaware Chancery Court. A Vice Chancellor concluded that HCMLP, Dondero, 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 to make their way to Daugherty."

82. In total, HCMLP suffered approximately $10 million in harm as a result of Dondero's decision to launch a protracted and unnecessary war against Daugherty.

E. Dondero Causes HCMLP To Engage In Conduct That Results In An Arbitration Award Against It Of Approximately $190 Million And Forces HCMLP Into Bankruptcy

83. Dondero also engaged in misconduct relating to HCMLP 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") that resulted in an arbitration award against HCMLP of approximately $190 million. HCMLP 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 HCMLP, 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 ultimately 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 HCMLP's wind-down of the Crusader Funds and distribution of proceeds to investors.

84. The peace would not last, however. On July 5, 2016, the Redeemer Committee (i) terminated HCMLP as investment manager; (ii) filed a complaint in Delaware Chancery Court against HCMLP seeking a limited status quo order, a declaration that the Redeemer Committee had "cause" to terminate HCMLP as manager, and a declaration that HCMLP 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 HCMLP 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); and (9) the Portfolio Company Award: ($71,894,891).

85. The claims that were asserted against HCMLP by the Redeemer Committee stemmed from the various breaches of fiduciary duty to the Crusader Funds that Dondero caused HCMLP to commit. For example, the "Barclays Claim"—which gave rise to over $30 million in liability for HCMLP—arose out of Dondero causing HCMLP to transfer Barclays' limited partnership interests in the Crusader Funds to HCMLP's wholly-owned affiliate, Eames, after the Redeemer Committee had already refused to approve that transfer. In so doing, Dondero

caused HCMLP to violate the Joint Plan and Scheme and its fiduciary duties. Because of Dondero's wrongful conduct, HCMLP 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.

86. Dondero's conduct also resulted in HCMLP becoming liable to the Redeemer Committee for over $71 million (the "Portfolio Company Claim") in connection with claims arising from a portfolio company that was owned, directly and indirectly, by HCMLP (the "Portfolio Company"). Some of the Portfolio Company's stock was owned by the Crusader Funds. Dondero caused HCMLP to covertly purchase shares in the Portfolio Company from another fund that he controlled at below-market prices, and failed to liquidate the Crusader Funds' shares in Portfolio Company as his fiduciary duties required. Pursuant to the arbitration award, HCMLP was required to purchase the Crusader Funds' shares in the Portfolio Company at a fixed price of $48,070,407, and also to pay pre-judgment interest, which brought the total claim to $71,894,891.

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

88. 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. HCMLP filed for bankruptcy on the day of oral arguments for the Redeemer Committee's motion to enforce the Award in Delaware Chancery Court.

F. Dondero's Schemes Result In Hundreds Of Millions Of Dollars Of Liability For HCMLP

89. As noted, Dondero's schemes ultimately resulted in hundreds of millions of dollars of liability for HCMLP. As described below, the creditors that Dondero had sought to cheat and evade filed proofs of claim in HCMLP's bankruptcy proceeding, and HCMLP's management, burdened with Dondero's blatant misconduct (and that of Ellington and other of Dondero's loyalists), was forced to settle these claims for amounts that enabled HCMLP to escape the risk of even greater liability.

90. Additionally, HCMLP has incurred in excess of $40 million in professional fees in connection with the bankruptcy filing, which was necessitated solely as a result of Dondero's misconduct. HCMLP also incurred legal expenses for entities that HCMLP did not own, including several of the "lifeboats."

1. HCMLP Incurs $125 Million In Liability To UBS As A Result Of Dondero's, Leventon's, and Ellington's Misconduct

91. On June 26, 2020, UBS filed a proof of claim (the "UBS Claim") in HCMLP's bankruptcy proceeding for the full $1,039,957,799.44 of its judgment against the Fund Counterparties.[17] The UBS claim sought "damages arising from HCMLP's breach of the

[17] The UBS Claim consists of two substantively identical claims: (i) Claim No. 190 filed by UBS Securities LLC; and (ii) Claim No. 191 filed by UBS AG, London Branch.

implied covenant of good faith and fair dealing, its specific role in directing the fraudulent transfers of assets involving HFP," and interest, punitive damages, and attorneys' fees.

92. In November 2020, the Court considered the value of the UBS Claim for purposes of plan voting. In connection therewith, the Court temporarily allowed the UBS Claim in the amount of $94,761,076. Of that amount, approximately $43 million related to transfers HCMLP caused to be made to one of HCMLP's managed funds, based on the Court's estimation that there was a 90% chance that UBS would prevail on that portion of its claim under either a fraudulent conveyance or breach of implied covenant theory.

93. Subsequently, HCMLP and UBS engaged in settlement discussions and mediation. Following mediation, the parties reached an initial settlement in principle, pursuant to which UBS would receive a $75 million unsecured claim, consisting of a $50 million Class 8 General Unsecured Claim and a $25 million Class 9 Subordinated General Unsecured Claim. That settlement was disclosed to the Court at the February 2, 2021 confirmation hearing. This settlement was in satisfaction of damages resulting from conduct that Dondero, Ellington, and Leventon perpetrated on behalf of HCMLP. But for that conduct, HCMLP would not have been liable to, or required to enter into the settlement with, UBS.

94. While the preliminary settlement for the known misconduct of Dondero, Ellington, and Leventon was being finalized, the Independent Board learned that Dondero and Ellington had surreptitiously caused the Fund Counterparties to transfer their remaining assets to Sentinel, and had caused HCMLP to misrepresent to UBS that the Fund Counterparties had no assets prior to that transfer occurring. Acting on behalf of HCMLP, Dondero, Ellington, and Leventon had concealed this transfer from the Independent Board, while advising the Independent Board that the Fund Counterparties lacked any material assets. The Independent

Board had communicated that information to UBS (and the Court) and negotiated with UBS on those bases.

95. When the Independent Board discovered that Dondero, Ellington, and Leventon engaged in a conspiracy to cover up the fraudulent Sentinel transfer, it disclosed the transfer to UBS. As a result, the parties reopened settlement discussions. Ultimately, in order to limit HCMLP's potential liability to UBS as a result of Dondero's, Leventon's, and Ellington's bad acts, HCMLP entered into a revised settlement with UBS that granted UBS a claim totaling $125 million, consisting of a $65 million Class 8 General Unsecured Claim and a $60 million Class 9 Subordinated Unsecured Claim. In addition to the increased settlement amount and litigation costs, HCMLP is required to expend up to $3 million (subject to reimbursement) pursuant to certain cooperation provisions contained in the settlement agreement with UBS as a result of the fraudulent Sentinel transfer. The Bankruptcy Court approved the UBS settlement on May 27, 2021.

2. HCMLP Incurs More Than $185 Million In Liability To The Redeemer Committee And Crusader Funds As A Result Of Dondero's Misconduct

96. On April 3, 2020, the Redeemer Committee filed a general unsecured claim in the amount of its $190,824,557.00 arbitration award, plus "post-petition interest, attorneys' fees, costs and other expenses that continue to accrue." Likewise, on April 3, 2020, the Crusader Funds filed a claim for $23.5 million, consisting of $8.2 million in management fees and $15.3 million in distribution fees. Faced with this potential liability, HCMLP entered into a settlement whereby, among other things: (i) the Redeemer Committee was granted an allowed general unsecured claim of $136,696,610.00; (ii) the Crusader Funds were granted an allowed general unsecured claim of $50,000.00; (iii) HCMLP and Eames each consented to the cancellation of interests they and the Charitable DAF held in the Crusader Funds that the arbitration panel had

determined were wrongfully-acquired; (iv) HCMLP and Eames each acknowledged that they would not receive any portion of distributions reserved by the Crusader Funds, and HCMLP further acknowledged that it will not receive any future payments from the Crusader Funds in respect of any Deferred Fees, Distribution Fees, or Management Fees; and (v) HCMLP and the Redeemer Committee agreed to a form of amendment to the Portfolio Company's shareholders' agreement and to a process whereby HCMLP would use commercially reasonable efforts to monetize all Portfolio Company shares held by HCMLP, funds managed by HCMLP, and the Crusader Funds.[18] The Bankruptcy Court approved HCMLP's settlement with the Redeemer Committee and Crusader Funds on October 23, 2020.

3. HCMLP Incurs More Than $100 Million In Liability To Acis, Terry, And HarbourVest As A Result Of Dondero's Misconduct

97. Acis also filed proofs of claim against HCMLP, seeking, among other things, the amounts Dondero had caused HCMLP to overcharge Acis in order to diminish Terry's limited partner distributions from Acis, and damages arising from HCMLP's efforts to transfer assets out of Acis, in order to evade Terry's arbitration award and ensure that Dondero would benefit from the transferred assets. Terry and his wife also filed a proof of claim against HCMLP, alleging that HCMLP, acting through Dondero, had misappropriated assets in their retirement account. The Acis and Terry proofs of claim were settled in mediation after Dondero resigned from HCMLP. Pursuant to that settlement, Acis received a $23 million allowed claim

[18] Because HCMLP did not have the money to purchase the shares, the Redeemer Committee and HCMLP agreed to treat the Portfolio Company's shares differently than the process required under the arbitration award. Rather than having HCMLP purchase the Crusader Funds' shares in the Portfolio Company for approximately $48 million, they agreed that the Crusader Funds would retain their shares in the Portfolio Company and that the total damages award would be reduced by approximately $30.5 million to account for the perceived fair market value of those shares.

against HCMLP, and HCMLP was required to pay (1) Terry and his wife $425,000 plus 10% interest to resolve the Terry's claim that HCMLP had misappropriated their retirement account;[19] (ii) Terry $355,000 in legal fees because of HCLOF's frivolous suit in Guernsey; and (iii) Acis an additional $97,000 for legal fees incurred defending another frivolous lawsuit initiated by Dondero.

98. On April 8, 2020, the HarbourVest entities filed proofs of claim against HCMLP (the "HarbourVest Proofs of Claim") alleging that HCMLP had fraudulently induced them into entering into the HCLOF Investment based on HCMLP's misrepresentations and omissions concerning certain material facts, including that HCMLP: (1) failed to disclose that Dondero intended to cause Acis to evade Terry's $7.9 million arbitration award; (2) failed to disclose that it orchestrated a series of fraudulent transfers to prevent Terry from collecting on his arbitration award, and misrepresented the reasons for changing the portfolio manager for HCLOF immediately prior to HarbourVest's HCLOF Investment; (3) indicated that the dispute with Terry would not impact HCLOF's investment activities; and (4) falsely expressed confidence in HCLOF's ability to reset or redeem the CLOs under its control.

99. HarbourVest sought to rescind its HCLOF Investment and alleged damages in excess of $300 million. Ultimately, following Dondero's departure from HCMLP, the parties reached a resolution whereby HarbourVest agreed to transfer its interests in HCLOF to a new entity designated by HCMLP in exchange for a $45 million general unsecured claim and a $35 million subordinated general unsecured allowed claim. These value of the HCLOF interests

[19] Because of the interest component, HCMLP ultimately paid the Terrys approximately $1 million to compensate them for Dondero's theft of their retirement account.

that HarbourVest transferred to the HCMLP-designated entity was tens of millions of dollars less than the allowed amount of HarbourVest's claim against HCMLP.

G. HCMLP Was Insolvent, Inadequately Capitalized, And/Or Intended To Incur Debts Beyond Its Ability To Pay Well Before The Redeemer Committee Arbitration Award Forced It Into Bankruptcy

100. The Redeemer Committee's $190 million arbitration award left HCMLP with no choice but to file for bankruptcy. But HCMLP was insolvent, inadequately capitalized, and/or intended to incur debts beyond its ability to pay well before the Redeemer Committee arbitration award was issued. As Dondero himself has acknowledged under oath, the economic recession of 2008, and the litigation commenced against HCMLP shortly thereafter, left HCMLP in an insolvent state from which HCMLP was still struggling to emerge in 2012. Indeed, valuations based on contemporaneous projections prepared on HCMLP's behalf and conservative valuations of HCMLP's contingent litigation liabilities show that HCMLP was balance sheet insolvent, inadequately capitalized, and/or intended to incur debts beyond its ability to pay in 2011 and 2012, when Dondero created lifeboats NexPoint and HCMFA, and transferred certain of HCMLP's management contracts to HCMFA for no value.

101. The creation of the lifeboats and the subsequent transfer of management contracts (and business value) all but ensured HCMLP's demise. HCMLP's assets under management, operating income from its investment management business, and operating margins steadily declined, and almost no new third-party investor money came into the company. HCMLP continued to shoulder the burden of providing services to NexPoint and HCMFA without compensation. While HCMLP's financial condition began to improve in 2013 due largely to successful proprietary trading and overall improving market conditions, those gains were largely dissipated in 2015 due to Dondero's reckless trading.

102. However, by 2015, the company was again firmly insolvent, inadequately capitalized and/or unable to pay its debts as they came due, in large part because its CLOs were generating diminishing returns, and the company was earning only minimal fees for servicing other Dondero Entities rather than generating new business of its own, while continuing to bear significant employee expenses. HCMLP's financial condition deteriorated further between 2016 and 2019, as additional litigation claims were levied against the company, and it was forced to answer for the misconduct perpetrated in its name by Dondero and his loyalists.

H. At All Time Relevant To This Complaint, Dondero Hopelessly Commingled And Exploited Entities Within His Enterprise For His Own Personal Benefit

103. At all times relevant to this Complaint, Dondero exploited HCMLP, Strand, and the various entities he controlled within the Highland empire for his own personal benefit, both directly and through other HCMLP fiduciaries whose loyalties ran to Dondero rather than HCMLP, and who aided Dondero in his various schemes. Dondero treated the elaborate corporate web he had created as a series of integrated entities that existed solely to further his own self-enriching schemes, rather than as individual entities with their own respective stakeholders and corporate governance.

1. Prior To Dondero's Resignation From Strand, Dondero Was The Alter Ego Of Strand

104. Dondero singularly dominated and controlled HCMLP and was its solitary decision-maker. Dondero made every material business, operational, management, and financial decision for HCMLP. Dondero exercised his complete control of HCMLP through HCMLP's general partner Strand, which Dondero similarly dominated and controlled. Dondero was Strand's 100% owner, sole director, and president between 1993 and 2020. For eight years he was also its secretary and only officer.

105. Strand did not even attempt to maintain the pretenses of observing corporate formalities. As an initial matter, Strand did not hold regular board meetings. Indeed, the Litigation Trustee, having reviewed HCMLP's books and records, has been unable to identify a single instance in which a Strand board meeting was held prior to the Petition Date. This is consistent with Dondero's own testimony in 2020 in an unrelated proceeding that he cannot recall ever attending a board meeting for Strand or seeing Strand board meeting minutes.

106. Although Strand's bylaws require annual meetings of stockholders, based on the Litigation Trustee's review of materials available to him, over the 26 years that Dondero controlled Strand, only six annual stockholder meetings were ever held, and no such meetings took place after 2005. The Litigation Trustee was able to identify only twelve instances of documented corporate action taken by the Strand board over the course of approximately 26 years, eight of which related to the appointment or removal of officers.

107. Dondero was the only officer of Strand between 1993 and 2001. Although Strand had certain elected officers between 2001 and 2019, they performed no duties in their capacities as officers of Strand and were appointed or fired from their roles based on their loyalty to, and standing with, Dondero. Indeed, when Dondero was asked under oath in 2020 about Strand's officers, he testified that he did not know if Strand even had officers, and stated that he was "not aware of [Strand] having any employees or active … governance." Moreover, he did not know whether Strand had a board of directors or if he was solely Strand's president.

2. Dondero Routinely Commingled Entities And Employees Throughout The Dondero Corporate Web And Abused The Corporate Form

108. As of the Petition Date, the Highland complex spanned more than 2,000 entities. For at least the last two decades, it has functioned largely as a single economic unit that was directly or indirectly operated and controlled by Dondero for his own personal benefit. Dondero

directed the integrated enterprise himself, using friends, family members, and directors-for-hire that the Court has previously described as "nominal figureheads"[20] to carry out his will. As high-level HCMLP employees have testified under oath, Dondero was the "ultimate decision-maker" for "every [] entity in the firm and for the firm as a whole."

109. Dondero managed the entities as a single integrated unit. Internal business plans and projections were prepared in the aggregate across entities, including entities that were not owned by HCMLP, but were instead otherwise directly or indirectly owned by Dondero. Internal financial forecasts even projected AUM growth in non-HCMLP entities that was predicated upon HCMLP acting as support and service provider, even though HCMLP itself was effectively a melting ice-cube when those projections were made. Indeed, as far back as 2011, company projections provided to the valuation advisor CBiz Valuation Group projected negative operating income for HCMLP.

110. Dondero also pillaged HCMLP for the benefit of other entities he created or controlled. In or around 2013, the Swiss entity Highland Capital Management AG ("HCM AG"), which is majority-owned by Dugaboy (which is ultimately owned and controlled by Dondero), entered into a joint venture with a Brazilian entity named Brasilinvest Investimentos e Participacoes Ltda ("Brasilinvest Investimentos") for a shared interest in a Brazilian entity named Highland Capital Brasilinvest Gestora de Recursos, Ltda (a.k.a Highland Capital Brasil Gestora de Recursos). With Dondero's approval, HCM AG acquired Brasilinvest Investimentos's shares in this joint venture through a $230,000 cash payment in October 2016.

[20] *See In re Acis Cap. Mgmt., L.P.*, No. 18-30264-SGJ-11, 2019 WL 417149, at *17 (Bankr. N.D. Tex. Jan. 31, 2019), *aff'd*, 604 B.R. 484 (N.D. Tex. 2019), *appeal dismissed as moot sub nom. Matter of Acis Cap. Mgmt. G.P., L.L.C.*, 850 F. App'x 300 (5th Cir. 2021), and *aff'd sub nom. Matter of Acis Cap. Mgmt., L.P.*, 850 F. App'x 302 (5th Cir. 2021).

However, at Dondero's direction, the $230,000 was paid by HCMLP rather than HCM AG or Dugaboy.

111. Dondero also funneled his own personal expenses through HCMLP, routinely seeking expense reimbursements from HCMLP in excess of $1 million per year. At Dondero's direction, HCMLP employed certain employees whose only responsibilities and obligations were to manage Dondero's and Okada's personal affairs and private business interests. For example, Melissa Schroth was employed by HCMLP, but her only duties were to serve as Dondero's and Okada's personal bookkeeper. Her duties involved no work for HCMLP, but rather concerned Dondero's and Okada's personal investments and entities, including but not limited to Dugaboy and Get Good.

112. Indeed, notwithstanding the fact that Schroth was nominally an HCMLP employee, she subordinated the interests of HCMLP to Dondero's personal interests. For example, following the commencement of HCMLP's bankruptcy, Schroth instructed Dondero's sister, Nancy, to send a letter in her capacity as a trustee of Dugaboy instructing a Swiss entity, Highland Capital AG, to write off a liability that it owed to HCMLP for payments that HCMLP had made on its behalf. Schroth even ghost-wrote a letter for Nancy Dondero to send to Highland Capital AG authorizing this theft.

113. Schroth was not an anomaly. Several other professionals on HCMLP's payroll dedicated material amounts of their working time to performing work in connection with Dondero's personal businesses, investments, and homes. Likewise, Dondero frequently instructed HCMLP's legal department to perform legal services in connection with Dondero's personal and business interests, which conferred no value on HCMLP.

114. Highland employees frequently did not know whether they or their colleagues were employees of HCMLP or another entity within the Dondero web. Employees shared the same office space in HCMLP's headquarters. Indeed, each of Strand, NexPoint, NexPoint GP, HCMFA, Dugaboy, CLO Holdco, the Highland Dallas Foundation, the Highland Santa Barbara Foundation, the Highland Kansas City Foundation, HFP, SAS, and Acis listed its business headquarters at this same address: 300 Crescent Court, Suite 700, Dallas, Texas 75201. Moreover, when employees of HCMLP performed services for other Dondero entities, they sometimes did so pursuant to agreements that Dondero signed for both HCMLP, on the one hand, and the counterparty, on the other hand. In other instances, HCMLP's employees performed services for non-HCMLP entities without any formal agreements in place at all. For example, Leventon testified that he performed work for SAS "on and off" for approximately seven years (*e.g.*, in connection with whether to invest in a new litigation funding case), notwithstanding that he was never an employee of SAS and HCMLP did not have a shared services agreement with SAS.[21] Moreover, when shared services and advisory agreements were in place, HCMLP frequently charged Dondero's other entities below-market rates for use of HCMLP's employees and resources.

115. Additionally, Dondero would delegate authority to his loyalists irrespective of their titles or roles. For example, Dondero delegated decision-making authority for Acis to

[21] Similarly, several HCMLP employees, including Ellington, Leventon, Katie Irving, and JP Sevilla, had SAS email addresses, and there were frequent meetings among HCMLP's legal department—including Ellington, Leventon, and Sevilla—and Dilip Massand in connection with SAS. SAS did not compensate any of these HCMLP employees for their work for SAS. Moreover, in 2014, when a telephone call was placed to the number listed on SAS's website, the call was routed to HCMLP's office in Dallas with a message that stated: "Thank you for calling SAS Asset Recovery. For reception press 0. For Scott [Ellington], press 1. For Dilip [Massand], press 2. For JP [Sevilla], press 3. For Tabor [Pittman, former HCMLP Associate GC], press 4. For Katie [Irving], press 5. For Isaac [Leventon], press 6. Thanks and have a good day."

Ellington, notwithstanding that he was not an officer, director, or employee of Acis. And Leventon testified that although he was an HCMLP employee, HCMLP could request that he perform legal services for any of the 2,000 entities in the Highland web.

116. Dondero would also use HCMLP as his own personal piggy-bank (in addition to using HCMLP as NexPoint's and HCMFA's piggy-bank, as described above). For example, between January and August of 2018, Dondero borrowed $16,725,000 on four demand notes. Dondero remains obligated on three of the demand notes and maintains an outstanding principal balance of approximately $9 million. HCMLP has demanded payment on all of the outstanding demand notes, but to date, Dondero has failed to make any repayments on that debt.[22]

117. Dondero also effectively paid himself and Okada distributions from HCMLP through other Dondero Entities, including HCMS. Between 2013 and 2017, HCMS issued dozens of demand notes to HCMLP in return for tens of millions of dollars in cash, and between May 2017 through 2020, HCMS issued four additional promissory demand notes with an aggregate face amount of $900,000. Frequently, these notes functioned as disguised distributions to Dondero and Okada, by virtue of a "loan" from HCMLP to HCMS followed by a "loan" from HCMS to Dondero and Okada. As with other intercompany notes between HCMLP and other Dondero Entities, these notes had minimal covenants. Moreover, Dondero caused HCMLP to issue these loans to HCMS with minimal interest.

[22] On January 1, 2021, HCMLP filed an adversary proceeding in the Bankruptcy Court to collect on these notes. *Highland Capital Management, L.P. v. James Dondero*, Adv. Pro. 21-03003-sgj (Bankr. N.D. Tex. Jan. 22, 2021). Dondero has raised a series of frivolous defenses to repayment of the notes, including that Dugaboy—acting through Dondero's sister—agreed to forgive the notes as part of Dondero's compensation. As of December 3, 2020, Dondero owed $9,004,013 in past-due principal and interest on the notes.

118. To take yet another example, Dondero exploited HCMLP's employees and capital in order to launch HCRE Partners, LLC ("HCRE"), another entity designed to evade HCMLP's creditors.[23] HCRE pursued financial and real estate investments, failing to pay HCMLP any consideration for advisory, administrative, and other services HCMLP provided. Moreover, Dondero (1) caused HCMLP to loan HCRE tens of millions of dollars on terms that were unfair to HCMLP; (2) used the proceeds of those loans to pay approximately $32 million in distributions (between 2016 and 2020) to Dugaboy, Ellington, and another former HCMLP employee; and (3) caused HCRE to default on its debt to HCMLP and assert frivolous defenses to HCMLP's right to repayment. As of January 8, 2021, approximately $6.1 million in principal and interest was due and owing to HCMLP on HCRE notes.

119. As explained above, Dondero also used HCMLP to support the growth of lifeboats like NexPoint and HCMFA. Additionally, in December 2010, certain preferred tranches of CLOs managed by HCMLP and held by Highland CDO Holding Company, a portion of which was indirectly owned by HCMLP, were sold to CLO Holdco, a Cayman Islands entity then owned and controlled by a Dondero trust. CLO Holdco purported to pay approximately $39 million in return, but $33 million of that amount consisted of a note that was never repaid. The value of these preferred securities predictably skyrocketed soon thereafter, and generated substantial income that was used to benefit Dondero's lifeboats. An analysis of CLO Holdco's cash flows over time demonstrates that income generated from these assets was used to seed a variety of NexPoint-managed funds and entities, HCMFA managed funds and

[23] HCRE is 70% owned by Dugaboy, 25% owned by Highland Capital Management Real Estate Holdings I, LLC ("HCMRE I") (owned by a former HCMLP managing director) and 5% owned by Highland Capital Management Real Estate Holdings II, LLC ("HCMRE II") (owned by Ellington).

entities, and Acis-managed CLOs and other vehicles—all for Dondero's benefit—rather than accruing in favor of HCMLP or its subsidiaries.

120. Dondero did not bother to distinguish between himself and HCMLP. After Dondero resigned from HCMLP, he continued using his HCMLP email account and continued working out of HCMLP's headquarters until December 2020. When the Court entered an order restraining Dondero from communicating with HCMLP employees, Dondero flouted the order, including by communicating with Ellington and instructing Melissa Schroth (an HCMLP employee at the time) to resist Dugaboy-related document production requests, even though those documents were always kept on HCMLP's computer system. Likewise, a temporary restraining order entered by this Court prohibited Dondero from participating in, or encouraging others to participate in, any action that undermined decisions made by HCMLP's Chief Restructuring Officer, James Seery ("Seery"), regarding the disposition of HCMLP assets. Nevertheless, Dondero did so multiple times, including by contacting various employees and instructing them to act in a manner that was inconsistent with Seery's directions.

121. Dondero evinced no respect for HCMLP as an entity separate and apart from himself. Thus, he disposed of a cell phone that belonged to HCMLP that contained relevant data, likely resulting in the spoliation of valuable evidence that HCMLP could have used to pursue claims benefitting HCMLP. In addition, Dondero interfered with document productions of HCMLP and trespassed on HCMLP's property.

122. Separately, in Court orders entered in January 2020 and July 2020, the Court included "gatekeeper" provisions that prevented parties from suing the Independent Board, Seery, and their agents (among others), unless they sought permission from the bankruptcy court. Dondero and his affiliated entities flouted this order, too, and this Court subsequently

held Dondero, the DAF, CLO Holdco, Mark Patrick, and Sbaiti & Co. (counsel to the DAF and CLO Holdco) in contempt. As this Court observed, Dondero "sparked th[e] fire" to bring actions in the district court in violation of the Bankruptcy Court's order.

123. Dondero also used HCMLP and its employees for the benefit of his personal trusts. For example, as the control person for HCMLP, Dugaboy, and Get Good, Dondero treated HCMLP, its employees, and its resources as available to Dugaboy and Get Good at his sole discretion. HCMLP employees were involved in creating, managing, and accounting for Dugaboy, and certain of those employees, including Melissa Schroth, performed work on behalf of Get Good in connection with Dondero's estate planning and transactions between Get Good and other Dondero Entities. Moreover, both Dugaboy and Get Good have acknowledged in the course of HCMLP's bankruptcy that HCMLP hosted their documents on its server. However, neither Dugaboy nor Get Good compensated HCMLP for the use of its employees or its resources. And, Dondero is now causing Dugaboy to falsely assert in HCMLP's notes litigation that Dugaboy, acting through Nancy Dondero, caused HCMLP to forgive the notes owed to HCMLP by various Dondero Entities as compensation to Dondero.

I. Dondero And His Loyalists Also Engaged In Other Conduct That Harmed HCMLP

1. Dondero And His Loyalists Fraudulently Transferred Assets To Themselves And Their Affiliated Entities

124. Dondero and his loyalists also engaged in other transactions that siphoned value from HCMLP to themselves. As described in greater detail below, these included (i) transfers of liquid assets for illiquid notes that could not have been monetized for the same value as the assets for which they were exchanged, (ii) limited partner distributions, and (iii) payments for services provided to other Dondero Entities rather than HCMLP.

(a) The Fraudulent CLO Holdco Transaction

125. On December 28, 2016, shortly after the Redeemer Committee commenced its Delaware state court action and arbitration against HCMLP, and while UBS's action against HCMLP was pending, Dondero, acting with substantial assistance from Scott, undertook a scheme whereby HCMLP transferred assets through a series of related assignments worth approximately $24 million or potentially more (the "Transferred CLO Holdco Assets") to CLO Holdco, in exchange for an assignment from Get Good of an existing Dugaboy obligation (the "Dugaboy Note"), which was worth significantly less than the transferred assets (the "CLO Holdco Transaction").

126. Upon information and belief, Dondero consummated the CLO Holdco Transaction in order to claim a charitable deduction on his tax returns, and to place value out of his ex-wife's reach. Specifically, Dondero wanted to transfer assets out of Get Good so that they would not be available to his ex-wife, and to do so through a charitable donation so that he would get the added benefit of a tax deduction. Get Good, however, did not own enough assets that qualified for a tax-deductible charitable donation. Accordingly, Dondero caused Get Good to exchange the Dugaboy Note, which did not qualify for a tax-deductible donation, for HCMLP's Transferred CLO Holdco Assets, which did. Dondero, acting with Scott's assistance, then caused the Transferred CLO Holdco Assets to be immediately transferred from Get Good to Highland Dallas, to the Charitable DAF, to the DAF, and ultimately to CLO Holdco. The CLO Holdco Transaction thus furthered Dondero's personal interests, but harmed HCMLP and its creditors by replacing liquid and liquidating assets with an illiquid note of significantly less value.

127. The Transferred CLO Holdco Assets consisted of: (1) $2,032,183.24 or potentially more in Series A Interests in Highland Capital Loan Fund, L.P., an HCMLP-

managed hedge fund investing primarily in liquid loans; (2) a participation interest worth $8,710,000 or potentially more in call options of publicly-traded American Airlines Group, Inc. (the "AA Interests"); and (3) a participation interest in certain Highland Crusader Fund L.P. and Highland Crusader Fund II, Ltd. shares, as well as a tracking interest in certain participation shares of Highland Crusader Fund II, Ltd., which at the time of the transfer were collectively valued at $12,625,395.44 and worth potentially more (the "Crusader Interests"). The transfer of the Transferred CLO Holdco Assets was initiated pursuant to a Purchase and Sale Agreement executed by Dondero, on behalf of HCMLP, and Scott, on behalf of Get Good. Pursuant to that agreement, the Transferred CLO Holdco Assets were received by Get Good.

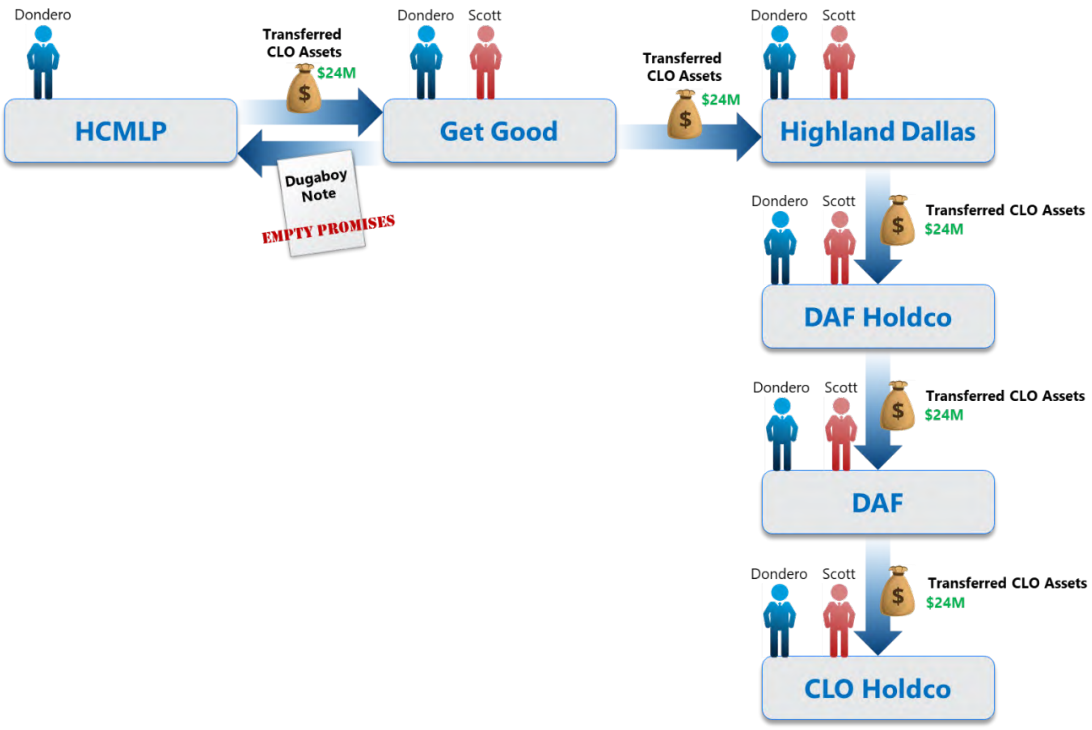
128. Dondero caused HCMLP to transfer the Transferred CLO Holdco Assets to Get Good in exchange for the Dugaboy Note. While the face amount of the Dugaboy Note was equal to the reported value of the Transferred CLO Holdco Assets, in actuality, the value of the Dugaboy Note did not come close to the value of the Transferred CLO Holdco Assets. The interest rate on the Dugaboy Note was a paltry 2.75%. There was no security interest provided in respect of the Dugaboy Note or other material covenants or lender protections other than rights to cost of collections. No payments of principal or interest were required on the note until 2036. And because Dugaboy was a completely private and opaque counterparty, there was no third-party market for the sale of the Dugaboy Note. Lastly, from a counterparty risk perspective, Dondero's control over the repayment of a note clearly does not ensure timely repayment without litigation, as evidenced by the several entities controlled by Dondero that are currently seeking to evade their unambiguous payment obligations on other notes owed to HCMLP, on frivolous grounds such as mistake and subsequent alleged oral agreements between

Dondero and his sister. In the end, Dondero caused HCMLP to exchange valuable liquid or otherwise near-term liquidating assets for a paper-thin promise 20 years into the future.

129. Following Get Good's receipt of the Transferred CLO Holdco Assets, Scott—at Dondero's direction—immediately caused Get Good to donate the assets to Highland Dallas Foundation by Scott in his capacity as trustee of Get Good. Dondero and Scott caused the Highland Dallas Fund to immediately contribute the Transferred CLO Holdco Assets to DAF Holdco by unanimous written consent executed by Dondero, Scott, and Jalonick, each in their capacity as the directors of Highland Dallas Foundation. Following that transfer, through an omnibus assignment agreement, Scott caused DAF Holdco to transfer the Transferred CLO Holdco Assets to the DAF, which itself immediately transferred them to CLO Holdco. The DAF GP issued a written resolution, as general partner of the DAF and as 100% owner of CLO Holdco, contributing the Transferred CLO Holdco Assets to CLO Holdco. Scott again executed this document as managing member of DAF GP. As purported consideration for these transfers, the Highland Dallas Foundation, DAF Holdco, the DAF, and CLO Holdco all agreed to be fully bound by apparently unrelated "Multi Strat Governing Documents." Scott executed the requisite consent documents on behalf of each entity, in his capacities as director of DAF Holdco, managing member of the DAF, and director of CLO Holdco. Upon information and belief, Scott consented to each step of the CLO Holdco Transaction on behalf of Get Good, DAF Holdco, the DAF, DAF GP, and CLO Holdco solely at Dondero's request, and without performing any independent analysis.

130. The structure of the CLO Holdco Transaction is set forth below in Figure 3.

Figure 3.



(b) Fraudulent Distributions

131. Notwithstanding HCMLP's limited liquidity and hundreds of millions of dollars in looming liabilities, Dondero caused HCMLP to make a series of equity distributions between 2010 and 2012, and 2015 and 2019, for Dondero's and Okada's ultimate benefit, and to the detriment of HCMLP's creditors. These distributions were made at a time when HCMLP was insolvent, inadequately capitalized, and/or intended to incur debts beyond its ability to pay, and were intended to hinder, delay, and/or defraud creditors by siphoning value to limited partners that should have been preserved for creditors' benefit.

132. Although Dondero and Okada placed certain of their limited partnership interests in trusts that they ultimately owned or controlled, Dondero frequently disregarded corporate formalities, including with respect to limited partnership distributions. Until 2015, distributions were made to Dondero personally, notwithstanding that he owned HCMLP largely through

certain trusts. Beginning in 2015, it appears that distributions were made directly to Strand and Dugaboy, *i.e.*, the Dondero Entities that actually held HCMLP limited partnership interests. As such, the distributions made to Dondero between April 9, 2010 and February 28, 2015 (identified below) were made for the benefit of Dondero, Dugaboy, and/or Strand. The distributions made after February 28, 2015 were, upon information and belief, made directly to the limited partnership interest holders, for the benefit of Dondero and Okada.

133. Likewise, until 2015, distributions were made to Okada individually, rather than HCMLP's limited partners MAP #1 and MAP #2. As such, the distributions made to Okada between April 9, 2010 and February 28, 2015 (identified below) were made for the benefit of Okada, MAP #1, and/or MAP #2. The distributions to Okada made after February 28, 2015 were broken out into three transfers in HCMLP's records, in amounts proportionate to the limited partnership interests of Okada, MAP #1, and MAP #2.

134. On or around April 9, 2010, HCMLP made "distributions" to Dondero and Okada, in the amounts of $1,216,756.87 (two transfers of $1,125,000.00 and $91,756.87) and $405,585.62 (two transfers of $375,000.00 and $30,585.62), respectively (the "April 9, 2010 Distributions").

135. On or around April 13, 2011, HCMLP made distributions to Dondero and Okada, in the amounts of $649,318.45 and $216,439.49, respectively (the "April 13, 2011 Distributions").

136. On or around May 3, 2011, HCMLP made distributions to Dondero and Okada, in the amounts of $3,124,435.00 and $1,024,018.00, respectively (the "May 3, 2011 Distributions").

137. On or around September 13, 2011, HCMLP made distributions to Dondero and Okada, in the amounts of $5,351,316.00 and $1,705,813.00, respectively (the "September 13, 2011 Distributions").

138. On or around November 25, 2011, HCMLP made distributions to Dondero and Okada, in the amounts of $5,250,000.00 and $1,750,000.00, respectively (the "November 25, 2011 Distributions").

139. On or around February 23, 2012, HCMLP made distributions to Dondero and Okada, in the amounts of $3,000,000.00 and $1,000,000.00, respectively (the "February 23, 2012 Distributions").

140. On or around February 29, 2012, HCMLP made distributions to Dondero and Okada, in the amounts of $4,514,780.25 and $1,504,926.75, respectively (the "February 29, 2012 Distributions").

141. On or around April 10, 2012, HCMLP made distributions to Dondero and Okada, in the amounts of $6,221,364.15 and $2,073,788.05, respectively (the "April 10, 2012 Distributions").

142. On or around April 30, 2013, HCMLP made distributions to Dondero and Okada, in the amounts of $25,375,083.16 and $8,440,148.31, respectively (the "April 30, 2013 Distributions").

143. On or around February 28, 2015, HCMLP made distributions to Dondero in the amount of $2,850,000, and to or for the benefit of Okada, MAP #1, and MAP #2,[24] in the

[24] At the time of these distributions, Okada and two trusts (MAP #1 and MAP #2) established for the benefit of Okada's children held economic interests in HCMLP. HCMLP's accounting records indicate that distributions allocated to Okada, MAP #1, and MAP #2 were all made to a single account in Okada's name. Thus, with respect to this and subsequent, applicable distributions, Plaintiff pleads that they were made to or for the benefit of Okada, MAP #1, and MAP #2.

amounts of $738,217.40, $148,247.82, and $63,534.78, respectively (the "February 28, 2015 Distributions").

144. On or around September 30, 2015, HCMLP made distributions to Dugaboy and Strand in the amounts of $16,005,159 and $119,820, respectively, and to or for the benefit of Okada, MAP #1, and MAP #2, in the amounts of $4,176,762, $838,780, and $359,480, respectively (the "September 30, 2015 Distributions").

145. On or around December 8, 2015, HCMLP made in-kind distributions of shares of the company Ocean Rig UDW, Inc. (ORIG), which had a value of $1.51 per share at the time of the distribution. These in-kind distributions were made to Dugaboy in the amount of 4,813,132 shares valued at $7,267,829.32, and to or for the benefit of Okada, MAP #1, and MAP #2 in the amounts of 1,246,710 shares valued at $1,882,532.10; 250,336 shares valued at $378,052.66; and 107,301 shares valued at $162,024.51, respectively (the "December 8, 2015 In-Kind Distributions").

146. On or around December 31, 2015, HCMLP made distributions to Dugaboy and Strand in the amounts of $16,005,159 and $119,820, respectively, and to or for the benefit of Okada, MAP #1, and MAP #2, in the amounts of $4,176,762, $838,780, and $359,480, respectively (the "December 31, 2015 Distributions").

147. On or around July 31, 2016, HCMLP made distributions to Hunter Mountain,[25] Dugaboy, and Strand in the amounts of $1,600,000, $3,001, and $4,033, respectively, and to or

[25] In December 2015, Dondero orchestrated two sequential transactions, whereby Hunter Mountain purchased virtually all of HCMLP's limited partnership interests in exchange for cash and notes (collectively, the "Hunter Mountain Transaction"). The effect of the Hunter Mountain Transaction was to consolidate over 99% of all existing limited partners' interests in HCMLP into a single entity, Hunter Mountain. Hunter Mountain is owned through a series of intermediate shell companies, and ultimately all economic interests are held in a series of tax-favored life insurance

for the benefit of Okada, MAP #1, and MAP #2, in the amounts of $783, $158, and $68, respectively (the "July 31, 2016 Distributions").

148. On or around December 31, 2016, HCMLP made distributions to Hunter Mountain, Dugaboy, and Strand, in the amounts of $4,769,570, $8,945, and $12,017, respectively, and to or for the benefit of Okada, MAP #1, and MAP #2, in the amounts of $2,334, $470, and $201, respectively (the "December 31, 2016 Distributions").

149. On or around January 31, 2017, HCMLP made distributions to Hunter Mountain, Dugaboy, and Strand, in the amounts of $11,034,754, $20,694, and $27,803, respectively, and to or for the benefit of Okada, MAP #1, and MAP #2, in the amounts of $5,401, $1,087, and $466, respectively (the "January 31, 2017 Distributions").

150. On or around February 28, 2017, HCMLP made distributions to Hunter Mountain, Dugaboy, and Strand, in the amounts of $7,169,970.00, $13,446.40, and $18,065.44, respectively, and to or for the benefit of Okada, MAP #1, and MAP #2, in the amounts of $3,509.32, $706.19, and $302.65, respectively (the "February 28, 2017 Distributions").

151. On or around June 30, 2017, HCMLP made distributions to Hunter Mountain, Dugaboy, and Strand, in the amounts of $79,600.00, $149.28, and $200.56, respectively, and to or for the benefit of Okada, MAP #1, and MAP #2, in the amounts of $38.96, $7.84, and $3.36, respectively (the "June 30, 2017 Distributions").

152. On or around December 31, 2017, HCMLP made distributions to Hunter Mountain, Dugaboy, and Strand, in the amounts of $2,651,675.00, $4,972,89, and $6,681.16,

accounts at Crown Global Life Insurance Ltd. ("Crown Global"). On information and belief, these accounts were created by Dondero and Okada, who were the direct or indirect owners of nearly all of the Debtor's limited partner interests prior to the Hunter Mountain Transaction. Dondero orchestrated the Hunter Mountain Transaction in order to avail himself of personal tax benefits.

respectively, and to or for the benefit of Okada, MAP #1, and MAP #2, in the amounts of $1,297.86, $261.17, and $111.93, respectively (the "December 31, 2017 Distributions").

153. On or around March 31, 2018, HCMLP made distributions to Hunter Mountain, Dugaboy, and Strand, in the amounts of $84,575.00, $158.61, and $213.10, respectively, and to or for the benefit of Okada, MAP #1, and MAP #2, in the amounts of $41.40, $8.33, and $3.57, respectively (the "March 31, 2018 Distributions").

154. On or around December 31, 2018, HCMLP made distributions to Hunter Mountain, Dugaboy, and Strand, in the amounts of $4,930,722.50, $9,246.96, and $12,423.44, respectively, and to or for the benefit of Okada, MAP #1, and MAP #2, in the amounts of $2,413.33, $485.64, and $208.13, respectively (the "December 31, 2018 Distributions").

155. On or around March 31, 2019, HCMLP made distributions to Hunter Mountain, Dugaboy, and Strand, in the amounts of $3,711,456.47, $6,960.38, and $9,351.38, respectively, and to or for the benefit of Okada, MAP #1, and MAP #2, in the amounts of $1,816.56, $365.55, and $156.66, respectively (the "March 31, 2019 Distributions," and together with the April 9, 2010 Distributions, April 13, 2011 Distributions, May 3, 2011 Distributions, September 13, 2011 Distributions, November 25, 2011 Distributions, February 23, 2012 Distributions, February 29, 2021 Distributions, April 10, 2012 Distributions, April 30, 2013 Distributions, February 28, 2015 Distributions, September 30, 2015 Distributions, December 8, 2015 In-Kind Distributions, December 31, 2015 Distributions, July 31, 2016 Distributions, December 31, 2016 Distributions, January 31, 2017 Distributions, June 30, 2017 Distributions, December 31, 2017 Distributions, March 31, 2018 Distributions, December 31, 2018 Distributions, March 31, 2019 Distributions, the "HCMLP Distributions").

156. All of these distributions were made at a time when HCMLP was insolvent and as part of a scheme to, transfer HCMLP's value to Dondero and Okada and divert value away from HCMLP's current and potential future creditors. The March 31, 2019 Distributions, which were made shortly after the arbitration panel awarded the Redeemer Committee over $190 million, were the final distributions made by HCMLP. The distributions ceased at that time—the end result of HCMLP's valuable businesses being usurped by the "lifeboats" and a years-long effort to transfer HCMLP's remaining cash to its limited partners via distributions.

(c) Fraudulent Transfers To Massand

157. HCMLP also made payments of at least $519,000 per year to Massand Capital from November 2014 through 2019. On January 1, 2014, HCMLP entered into a one-year consulting agreement with Massand Inc., pursuant to which HCMLP agreed to pay Massand Inc. $25,000 per month in fees, $7,500 per month in "accommodations," $750 per month in cell phone expenses, and other "reasonable" expenses. Then, on January 5, 2015, HCMLP entered into a consulting agreement (together, the "Massand Consulting Agreements") on the same terms with Massand LLC, pursuant to which HCMLP agreed to pay Massand LLC $35,000 per month in fees, $7,500 per month in "accommodations," $750 per month in cell phone expenses, and other "reasonable" expenses. In exchange, the Massand Consulting Agreements provided that HCMLP's Chairman, Dondero, and its General Counsel, Ellington, would assign certain unspecified "tasks" to Massand Capital.

158. Massand Capital's monthly invoices to HCMLP were consecutively numbered, indicating that Massand Capital had no customers other than HCMLP. Moreover, Massand Capital's invoices contained no information about the services it purportedly rendered to HCMLP.

159. The Massand Consulting Agreements noted that Massand Capital would be responsible for advising HCMLP on its "Investment Recovery Strategies business in the Countries of the Gulf Cooperation Council"—specifically Bahrain, Saudi Arabia, the United Arab Emirates, Kuwait, Qatar, and Oman. Based upon a review of information to date, it appears that Massand Capital provided no actual services to HCMLP, and that HCMLP did not have any "business" that was related to "investment recovery strategies."

160. Rather, Massand Capital appears to have provided services solely to SAS—a separate entity that was owned and controlled by Dondero. The owner of Massand Capital, Dilip Massand, was assigned an SAS email address, was bestowed the title of "Managing Director" of SAS, and was involved in communications relating to SAS's claims purchase litigation financing business.[26] As set forth above, SAS was owned by Dondero and Ellington, not HCMLP.

161. Thus, based on the documents and information that Plaintiff has reviewed to date, Dondero caused HCMLP to pay millions of dollars in consulting fees to Massand Capital in exchange for no value to HCMLP, all solely to benefit other Dondero-controlled entities. HCMLP received no value for the payments that Dondero and Ellington directed to Massand Capital.

J. Dondero And Ellington Breach Their Fiduciary Duties To HCMLP By Misappropriating Its Funds

162. HCMLP owned a 97.5% interest in HE Capital 232 Phase I, LLC ("HE Capital 232"). In February 2018, HE Capital 232 and its wholly-owned subsidiary, HE Capital 232 Phase I Property, LLC ("HE Capital 232 Property"), sold real property in Arizona for

[26] In a speaker profile in 2014, Dilip Massand was described as overseeing "the operations of SAS Asset Recovery in the Middle East."

$8,687,245.15. The proceeds were placed in an escrow account maintained by HCMLP's counsel, Wick Phillips Gould & Martin LLP ("Wick Phillips"), "pending distribution of the proceeds to the direct and indirect owners of interests in [HE Capital 232 Property]."

163. On March 2, 2018, Wick Phillips disbursed $4,510,000 to HCMLP out of the escrow account, $2,977,245.15 less than HCMLP was due. On information and belief, Dondero and Ellington directed Wick Phillips to withhold these proceeds in a scheme to funnel the money to themselves through shell companies they owned in the Cayman Islands. Indeed, on June 4, 2018, at Ellington's direction, Wick Phillips disbursed the remainder to Maple FS, a so-called fiduciary services company in the Cayman Islands, which subsequently transferred the full amount to Grey Royale Ltd., a Cayman Islands shell company owned and controlled by Dondero and Ellington.

K. Dondero Loyalists Receive Their Deferred Compensation By Engaging In The Tall Pine Transaction

164. HCMLP employees other than Dondero also engaged in self-interested transactions and schemes involving HCMLP.

165. In early 2020, only months after the Petition Date, Ellington and Leventon formed a group of entities that have received millions of dollars of payments from four Dondero Entities pursuant to a services agreement dated March 13, 2020, among Tall Pine, NexBank, DAF Holdco, NexPoint, and HCMFA (the "Tall Pine Services Agreement"). The Tall Pine scheme was an elaborate arrangement pursuant to which Dondero would be able to keep certain key employees, including Ellington, Leventon, and Waterhouse, loyal to Dondero during the bankruptcy.

166. Pursuant to the Tall Pine Services Agreement, HCMLP employees, including Ellington, Leventon, and Waterhouse would receive approximately $17 million through pass-

through entities that they created and owned over the course of two years. When Tall Pine would receive a payment from any of the counterparties to the Tall Pine Services Agreement, Tall Pine contemporaneously transferred funds to Waterhouse's and Leventon's pass-through entities, FHCT Consulting, LLC ("FHCT") (owned and controlled by Waterhouse) and Clairmont Holdings, LLC ("Clairmont") (owned and controlled by Leventon). Ellington, who owned Tall Pine, profited from the amounts that remained in Tall Pine after it had distributed sums to Clairmont and FHCT.

167. After the Petition Date, Dondero and Waterhouse surreptitiously approved wire transfers from accounts held by NexPoint, NexBank, and the DAF to Tall Pine for the benefit of himself, Ellington, and Leventon. These payments were made to compensate Waterhouse, Ellington, and Leventon for the amounts that would have been paid to them in 2020 but for the Committee's objection. Indeed, Waterhouse, Ellington, and Leventon did not disclose these payments to the Independent Board.[27]

V. CAUSES OF ACTION

COUNT I
Avoidance and Recovery of HCMLP Distributions as Constructive Fraudulent Transfers Under 11 U.S.C. §§ 544, 548, and 550, 26 U.S.C. § 6502, and Other Applicable Law
(Against Dondero, Dugaboy, Okada, MAP #1, MAP #2, Strand, and Hunter Mountain)

168. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

[27] On September 21, 2021, HCMLP filed a motion under 11 U.S.C. §§ 105(a) and 502(j) seeking to disallow in its entirety Waterhouse's claim that was previously resolved pursuant to that *Senior Employee Stipulation and Tolling Agreement Extending Statutes of Limitation*, dated as of January 20, 2021 (Docket No. 1811-13) based on, among other things, these payments. *See Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502* (Docket No. 2857) (the "Waterhouse Motion").

169. As set forth below, HCMLP made the following HCMLP Distributions to or for the benefit of Dondero, Dugaboy, Okada, MAP #1, MAP #2, Strand, and Hunter Mountain.

	Dondero (for the benefit of Dondero, Strand, and/or Dugaboy)	**Hunter Mountain**	**Dugaboy**	**Okada (for the benefit of Okada)**	**Okada (for the benefit of MAP #1)**	**Okada (for the benefit of MAP #2)**	**Strand**
April 9, 2010 Distributions	$1,216,756.87 (two transfers of $1,125,000.00 and $91,756.87)	N/A	N/A	$405,585.62 (two transfers of $375,000.00 and $30,585.62)			N/A
April 13, 2011 Distributions	$649,318.45	N/A	N/A	$216,439.49			N/A
May 3, 2011 Distributions	$3,124,435.00	N/A	N/A	$1,024,018.00			N/A
September 13, 2011 Distributions	$5,351,316.00	N/A	N/A	$1,705,813.00			N/A
November 25, 2011 Distributions	$5,250,000.00	N/A	N/A	$1,750,000.00			N/A
February 23, 2012 Distributions	$3,000,000.00	N/A	N/A	$1,000,000.00			N/A
February 29, 2012 Distributions	$4,514,780.25	N/A	N/A	$1,504,926.75			N/A
April 10, 2012 Distributions	$6,221,364.15	N/A	N/A	$2,073,788.05			N/A
April 30, 2013 Distributions	$25,375,083.16	N/A	N/A	$8,440,148.31			N/A
February 28, 2015 Distributions	$2,850,000.00	N/A	N/A	$950,000.00			N/A
September 30, 2015 Distributions	N/A	N/A	$16,005,159.00	$4,176,762.00	$838,780.00	$359,480.00	$119,820.00
December 8, 2015 In-Kind Distributions	N/A	N/A	$7,267,829.32	$1,882,532.10	$378,052.66	$162,024.51	N/A
December 31, 2015 Distributions	N/A	N/A	$16,005,159.00	$4,176,762.00	$838,780.00	$359,480.00	$119,820.00
July 31, 2016 Distributions	N/A	$1,600,000.00	$3,001.00	$783.00	$158.00	$68.00	$4,033.00
December 31, 2016 Distributions	N/A	$4,769,570.00	$8,945.00	$2,334.00	$470.00	$201.00	$12,017.00
January 31, 2017 Distributions	N/A	$11,034,754.00	$20,694.00	$5,401.00	$1,087.00	$466.00	$27,803.00

	Dondero (for the benefit of Dondero, Strand, and/or Dugaboy)	Hunter Mountain	Dugaboy	Okada (for the benefit of Okada)	Okada (for the benefit of MAP #1)	Okada (for the benefit of MAP #2)	Strand
February 28, 2017 Distributions	N/A	$7,169,970.00	$13,446.40	$3,509.32	$706.19	$302.65	$18,065.44
June 30, 2017 Distributions	N/A	$79,600.00	$149.28	$38.96	$7.84	$3.36	$200.56
December 31, 2017 Distributions	N/A	$2,651,675.00	$4,972.89	$1,297.86	$261.17	$111.93	$6,681.16
March 31, 2018 Distributions	N/A	$84,575.00	$158.61	$41.40	$8.33	$3.57	$213.10
December 31, 2018 Distributions	N/A	$4,930,722.50	$9,246.96	$2,413.33	$485.64	$208.13	$12,423.44
March 31, 2019 Distributions	N/A	$3,711,456.47	$6,960.38	$1,816.56	$365.55	$156.66	$9,351.38
Total	$57,553,053.88	$36,032,322.97	$39,345,721.84	$32,266,078.94			$330,428.08

170. At the time of each HCMLP Distribution, HCMLP was insolvent, was engaged or was about to engage in business or a transaction for which the remaining assets of HCMLP were unreasonably small in relation to the business or transaction, and/or believed or reasonably should have believed that HCMLP would incur debts beyond HCMLP's ability to pay as they became due.

171. HCMLP received less than reasonably equivalent value in exchange for each of HCMLP Distributions set forth above. Indeed, HCMLP received no value for HCMLP the Distributions, each of which was a gratuitous transfer from HCMLP, either to one of its limited partners or for the benefit of one of its limited partners and/or Dondero.

172. Dondero, Dugaboy, Okada, MAP #1, MAP #2, Strand, and Hunter Mountain did not receive HCMLP Distributions in good faith. To the contrary, at the times that Dondero, Dugaboy, Okada, MAP #1, MAP #2, Strand, and Hunter Mountain received each of HCMLP Distributions, they knew that HCMLP was balance sheet insolvent (or would be rendered

balance sheet insolvent), inadequately capitalized, and/or unable to pay its debts as they came due. Each of these defendants was aware that Dondero had siphoned HCMLP's valuable assets and business opportunities after HCMLP had incurred substantial contingent liabilities. Moreover, each of these defendants was aware that HCMLP Distributions were yet another effort to siphon value from HCMLP to Dondero, Okada, and their affiliated entities at a time when HCMLP was insolvent, inadequately capitalized, and unable to pay its debts as they came due.

173. Dondero, Dugaboy, Okada, MAP #1, and MAP #2 were the beneficiaries of distributions made to Hunter Mountain, given that Hunter Mountain transferred proceeds of such distributions to them.

174. Each HCMLP Distribution is voidable as a constructively fraudulent transfer. Accordingly, each HCMLP Distribution should be set aside, avoided, and recovered under 11 U.S.C. §§ 544 and 550, 26 U.S.C. § 6502, and Delaware and Texas law, as applicable, against all initial and subsequent transferees and/or entities for whose benefit the transfers were made.

COUNT II
Avoidance and Recovery of HCMLP Distributions as Intentional Fraudulent Transfers Under 11 U.S.C. §§ 544, 548, and 550, 26 U.S.C. § 6502, and Other Applicable Law
(Against Dondero, Dugaboy, Okada, MAP #1, MAP #2, Strand, and Hunter Mountain)

175. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

176. As set forth below, HCMLP made the following HCMLP Distributions to or for the benefit of Dondero, Dugaboy, Okada, MAP #1, MAP #2, Strand, and Hunter Mountain.

	Dondero (for the benefit of Dondero, Strand, and/or Dugaboy)	**Hunter Mountain**	**Dugaboy**	**Okada (for the benefit of Okada)**	**Okada (for the benefit of MAP #1)**	**Okada (for the benefit of MAP #2)**	**Strand**
April 9, 2010 Distributions	$1,216,756.87 (two transfers of $1,125,000.00 and $91,756.87)	N/A	N/A	$405,585.62 (two transfers of $375,000.00 and $30,585.62)			N/A
April 13, 2011 Distributions	$649,318.45	N/A	N/A	$216,439.49			N/A
May 3, 2011 Distributions	$3,124,435.00	N/A	N/A	$1,024,018.00			N/A
September 13, 2011 Distributions	$5,351,316.00	N/A	N/A	$1,705,813.00			N/A
November 25, 2011 Distributions	$5,250,000.00	N/A	N/A	$1,750,000.00			N/A
February 23, 2012 Distributions	$3,000,000.00	N/A	N/A	$1,000,000.00			N/A
February 29, 2012 Distributions	$4,514,780.25	N/A	N/A	$1,504,926.75			N/A
April 10, 2012 Distributions	$6,221,364.15	N/A	N/A	$2,073,788.05			N/A
April 30, 2013 Distributions	$25,375,083.16	N/A	N/A	$8,440,148.31			N/A
February 28, 2015 Distributions	$2,850,000.00	N/A	N/A	$950,000.00			N/A
September 30, 2015 Distributions	N/A	N/A	$16,005,159.00	$4,176,762.00	$838,780.00	$359,480.00	$119,820.00
December 8, 2015 In-Kind Distributions	N/A	N/A	$7,267,829.32	$1,882,532.10	$378,052.66	$162,024.51	N/A
December 31, 2015 Distributions	N/A	N/A	$16,005,159.00	$4,176,762.00	$838,780.00	$359,480.00	$119,820.00
July 31, 2016 Distributions	N/A	$1,600,000.00	$3,001.00	$783.00	$158.00	$68.00	$4,033.00
December 31, 2016 Distributions	N/A	$4,769,570.00	$8,945.00	$2,334.00	$470.00	$201.00	$12,017.00
January 31, 2017 Distributions	N/A	$11,034,754.00	$20,694.00	$5,401.00	$1,087.00	$466.00	$27,803.00
February 28, 2017 Distributions	N/A	$7,169,970.00	$13,446.40	$3,509.32	$706.19	$302.65	$18,065.44

	Dondero (for the benefit of Dondero, Strand, and/or Dugaboy)	Hunter Mountain	Dugaboy	Okada (for the benefit of Okada)	Okada (for the benefit of MAP #1)	Okada (for the benefit of MAP #2)	Strand
June 30, 2017 Distributions	N/A	$79,600.00	$149.28	$38.96	$7.84	$3.36	$200.56
December 31, 2017 Distributions	N/A	$2,651,675.00	$4,972.89	$1,297.86	$261.17	$111.93	$6,681.16
March 31, 2018 Distributions	N/A	$84,575.00	$158.61	$41.40	$8.33	$3.57	$213.10
December 31, 2018 Distributions	N/A	$4,930,722.50	$9,246.96	$2,413.33	$485.64	$208.13	$12,423.44
March 31, 2019 Distributions	N/A	$3,711,456.47	$6,960.38	$1,816.56	$365.55	$156.66	$9,351.38
Total	$57,553,053.88	$36,032,322.97	$39,345,721.84	$32,266,078.94			$330,428.08

177. Dondero was HCMLP's Chief Executive Officer, President, Co-Chief Investment Officer, and Co-Founder. Okada was HCMLP's Co-Chief Investment Officer and Co-Founder. Together, Dondero and Okada directly or indirectly owned substantially all of the equity interests in HCMLP, or were the beneficiaries of all distributions HCMLP made to its limited partners. Dondero exercised complete control over HCMLP, and Okada acquiesced to and profited from schemes orchestrated by Dondero to enrich HCMLP's direct and indirect owners.

178. To that end, Dondero caused HCMLP to make the HCMLP Distributions set forth above with actual intent to hinder, delay, and defraud HCMLP's creditors, which intent is demonstrated by, among other things, the following badges and direct indications of fraud:

(a) Dondero and Okada were insiders of HCMLP;

(b) before HCMLP Distributions were made, HCMLP had been sued and Dondero believed HCMLP's legal exposure rendered it insolvent;

(c) HCMLP, through Dondero, was engaged in a multi-faceted scheme to remove assets from HCMLP and conceal them from HCMLP's creditors, which involved both siphoning HCMLP's valuable business opportunities through newly-created "lifeboat" entities and siphoning HCMLP's value through HCMLP Distributions (among other means);

(d) HCMLP received less than reasonably equivalent value (and in fact, received zero consideration) in exchange for the HCMLP Distributions;

(e) at the time of each HCMLP Distribution, HCMLP (i) was insolvent, (ii) was engaged in a business or transaction for which its remaining assets were unreasonably small in relation to the business or transaction; and/or (iii) intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they came due;

(f) The initial recipients of the HCMLP Distributions were Dondero, Dugaboy, Okada, Strand, and Hunter Mountain, each of which was owned and/or controlled by Dondero and Okada;

(g) Dondero and Okada personally received certain HCMLP Distributions instead of HCMLP's limited partners Dugaboy, Strand, MAP #1, and MAP #2; and

(h) Dondero made HCMLP Distributions during a period when he believed HCMLP would be forced to file for bankruptcy as a result of looming contingent liabilities, and effected the transfers in order to siphon value so that such value would not be available to satisfy HCMLP's creditors.

179. Dondero, Dugaboy, Okada, MAP #1, and MAP #2 were the beneficiaries of distributions made to Hunter Mountain, given that Hunter Mountain transferred proceeds of such distributions to them.

180. Each HCMLP Distribution is voidable as an intentionally fraudulent transfer. Accordingly, each of the HCMLP Distributions should be set aside, avoided, and recovered under 11 U.S.C. §§ 544 and 550, 26 U.S.C. § 6502, and Delaware and Texas law, as applicable, against all initial and subsequent transferees and/or entities for whose benefit the transfers were made.

COUNT III
Illegal Distributions Under Delaware Revised Uniform Limited Partnership Act
(Against Dondero, Dugaboy, Strand, and Hunter Mountain)

181. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

182. The Delaware Revised Uniform Limited Partnership Act ("DRULPA") § 17-607(a) prohibits distributions "to the extent that at the time of the distribution, after giving effect to the distribution, all liabilities of the limited partnership … exceed the fair value of the assets of the limited partnership[.]"

183. Under 17-607(b), "[a] limited partner who receives a distribution in violation of subsection (a) … and who knew at the time of the distribution that the distribution violated subsection (a) of this section, shall be liable to the limited partnership for the amount of the distribution."

184. As set forth below, between December 31, 2016 and the Petition Date, HCMLP made the following distributions to Hunter Mountain, Dugaboy, and Strand (the "Illegal Distributions").

	Hunter Mountain	Dugaboy	Strand
December 31, 2016 Distributions	$4,769,570.00	$8,945.00	$12,017.00
January 31, 2017 Distributions	$11,034,754.00	$20,694.00	$27,803.00
February 28, 2017 Distributions	$7,169,970.00	$13,446.40	$18,065.44
June 30, 2017 Distributions	$79,600.00	$149.28	$200.56
December 31, 2017 Distributions	$2,651,675.00	$4,972.89	$6,681.16
March 31, 2018 Distributions	$84,575.00	$158.61	$213.10
December 31, 2018 Distributions	$4,930,722.50	$9,246.96	$12,423.44
March 31, 2019 Distributions	$3,711,456.47	$6,960.38	$9,351.38
Total	$34,432,322.97	$64,573.52	$86,755.08

185. Strand, Hunter Mountain, and Dugaboy knew that HCMLP made the Illegal Distributions at a time that its liabilities exceeded the fair value of its assets. As set forth herein and in the counts below, each of Strand, Hunter Mountain, and Dugaboy were the alter egos of Dondero. Even if Strand, Hunter Mountain, or Dugaboy were not the alter egos of Dondero, they would be imputed with Dondero's knowledge. Dondero was the sole owner of Strand. Likewise, Dondero created Hunter Mountain as a shell entity whose sole purpose was to purchase the majority of HCMLP's limited partnership interests from himself and his Dugaboy trust (among others). Through Hunter Mountain, Dondero continued to receive the economic benefit of HCMLP's limited partnership distributions through distributions on notes that would be triggered by those Illegal Distributions made to Hunter Mountain.

186. Hunter Mountain, Dugaboy, and Strand are liable to HCMLP and its creditors for the full amount of the Illegal Distributions, plus interest.

COUNT IV
Breach of Fiduciary Duty Arising Out Of Dondero's Lifeboat Scheme
(Against Dondero and Strand)

187. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

188. During all periods relevant to the allegations set forth herein, Strand owed fiduciary duties to HCMLP in its capacity as HCMLP's general partner. Likewise, during all periods relevant to the allegations set forth herein, Dondero owed fiduciary duties to HCMLP by virtue of his control over Strand and HCMLP and as an officer of HCMLP.

189. Dondero and Strand transferred HCMLP's valuable business to the lifeboat entities, including but not limited to NexPoint and HCMFA. Pursuant to the scheme, the lifeboats utilized HCMLP's employees to perform management and advisory services that HCMLP had provided directly, and should have continued to provide directly. As a result of this scheme, HCMLP would perform the same services via the same employees, but would now either receive only a small fraction of the profits that were generated or, in some instances, provide these services at a loss because the service agreements between HCMLP and the lifeboats would not even cover HCMLP's costs of providing the services. The majority of profits were paid to the lifeboats, which were owned by Dondero and/or entities that he controlled, placing those profits beyond the reach of HCMLP's creditors.

190. Dondero and Strand willfully and wantonly orchestrated this scheme in bad faith in order to evade HCMLP's present and future creditors.

191. Strand was dominated and controlled by its sole owner, Dondero. Dondero also owned substantial economic interests in each of the lifeboats either directly or through entities that he owned and/or controlled. As such, Dondero appeared on both sides of the agreements

and transactions entered into between HCMLP, on one hand, and NexPoint, HCMFA, Acis, and the other lifeboats, on the other hand.

192. The wrongful acts that Dondero and Strand committed in connection with the lifeboat scheme—including but not limited to funneling new business to the lifeboat entities and undercompensating HCMLP for the use of its employees—continued through the Petition Date. Likewise, injury to HCMLP—in the form of lost profits and misappropriation of its employees and resources—continued through the Petition Date.

193. HCMLP suffered tens or hundreds of millions of dollars of harm, as the result of Dondero's and Strand's breaches, in the form of lost management and advisory fee revenue that far exceeded the amounts that the lifeboats paid to HCMLP under their respective shared services and other agreements. Between the date of its formation and the Petition Date, NexPoint earned approximately $120 million in advisory and administrative fees and approximately $50 million in profits. Between the date of its formation and the Petition Date, HCMFA earned approximately $150 million in advisory and administrative fees.

194. Strand and Dondero profited from their breaches of fiduciary duties in connection with their lifeboat scheme in violation of Delaware law. Strand and Dondero are liable to HCMLP for their breaches of fiduciary duty in connection with the lifeboat scheme in an amount to be proven at trial.

COUNT V
Breach of Fiduciary Duty Arising Out Of Conduct That Resulted in HCMLP Liabilities
(Against Dondero, Strand, Ellington, and Leventon)

195. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

196. During all periods relevant to the allegations set forth herein: (1) Strand owed fiduciary duties to HCMLP in its capacity as HCMLP's general partner; (2) Dondero owed fiduciary duties to HCMLP by virtue of his control over Strand and HCMLP, and as an officer of HCMLP; (3) Ellington owed fiduciary duties to HCMLP in his capacity as HCMLP's Chief Legal Officer and General Counsel; and (4) Leventon owed fiduciary duties to HCMLP in his capacity as HCMLP's Assistant General Counsel.

197. Dondero (and in turn, Strand), Ellington, and Leventon each breached their fiduciary duties to HCMLP by engaging in willful and wanton misconduct that foreseeably resulted in liability to HCMLP. In total, these breaches resulted in more than $350 million in allowed claims against HCMLP. But for their breaches of fiduciary duty, either HCMLP never would have incurred these claims, or HCMLP would have resolved these claims for substantially lower amounts.

198. **Liabilities to UBS.** Dondero, Ellington, and Leventon willfully and wantonly caused HCMLP to incur substantial liability to UBS. Dondero exposed HCMLP and its subsidiaries to litigation against UBS that resulted in an adverse judgment that exceeded $1 billion. Among other things, acting through HCMLP, Dondero caused the Fund Counterparties to refuse to meet their obligations to UBS, and orchestrated transfers of more than $233 million of assets from HFP, exposing HCMLP to claims for fraudulent transfer, breach of the implied covenant of good faith and fair dealing, and extensive prejudgment interest and legal fees.

199. Then, in 2017, after a New York state court ruled that UBS's fraudulent transfer claims against HCMLP and claims against the Fund Counterparties could proceed to trial, Dondero and Ellington caused HCMLP, in its capacity as investment manager for the Fund Counterparties, to orchestrate a surreptitious transfer of more than $300 million in face amount

of assets from the Fund Counterparties to Sentinel, an entity located in the Cayman Islands that was indirectly owned and controlled by Dondero and Ellington. Neither HCMLP nor the Fund Counterparties received legitimate value in exchange for this transfer.

200. After the Petition Date, Dondero, Ellington, and Leventon actively concealed this transfer from the Independent Board, UBS, and the Bankruptcy Court. Ellington even went so far as to state in August 2020 that "[Leventon] and myself have spent in excess of 100 hours trying to piece together everything we can [about the Fund Counterparties' assets] to create a true and accurate document based record of what happened with these target entities['s assets]." Ellington made this statement knowing that the Fund Counterparties' assets had been transferred to an offshore entity he owned and controlled. When this transfer was uncovered, HCMLP was forced to increase the amount of its settlement with UBS from a total of $75 million in allowed claims to $125 million in allowed claims.

201. **Liabilities to Acis.** Dondero willfully and wantonly caused HCMLP to incur over $23 million in liability to Acis and Terry. As with NexPoint and HCMFA, Acis was originally created to perform management and advisory services that were previously provided by HCMLP. When Dondero's relationship with Terry deteriorated, Dondero set in motion a series of contentious litigation with Terry, which resulted in Terry obtaining a $7.95 million arbitration award against Acis.

202. Dondero then embarked on a crusade to ensure Terry would not collect from Acis. In connection therewith, Dondero acted through HCMLP to, among other things: (1) siphon assets from Acis, causing Terry to commence an involuntary bankruptcy against Acis and causing HCMLP to lose its advisory and shared services contracts with Acis; (2) enter into costly, frivolous litigation with Terry in Guernsey, a "loser pays" jurisdiction; (3) convert the

retirement accounts owned by Terry and his wife, leading to additional legal fees incurred in litigation in Texas state court; (4) violate injunctive provisions set forth in Acis's plan of reorganization, exposing HCMLP to additional liability; (5) enter into costly litigation with Acis's chapter 11 trustee in connection with Acis's bankruptcy case; and (6) mismanage Acis CLOs, exposing HCMLP to substantial liability in its capacity as advisor and fiduciary to Acis. As a result of these actions and the reputational harm they caused, it became impossible for HCMLP to launch another CLO either directly or indirectly.

203. In connection with his vendetta against Terry, Dondero willfully and wantonly subjected HCMLP to substantial liability to Acis and Terry, including by giving testimony at trial which, along with Leventon's testimony, was found "to be of questionable reliability" and structured "to convey plausible deniability." Ultimately, in order to avoid further liability to Terry and Acis, HCMLP settled those claims for more than $23 million pursuant to a settlement approved by this Court.

204. Leventon knowingly participated in the scheme to transfer value away from Acis in an attempt to make it judgment-proof. Among other things, Leventon assisted in the drafting and execution of the agreement that transferred Acis's interest in a note receivable from HCMLP, which had a balance owing of over $9.5 million, to Cayman Island entity Highland CLO Management Ltd. just ten days after Terry obtained his arbitration award. The agreement recites that (1) HCMLP is no longer willing to continue providing support services to Acis; (2) Acis, therefore, can no longer fulfill its duties as a collateral manager; and (3) Highland CLO Management Ltd. agrees to step in to the collateral manager role. Given the timing of the assignment—just days after Terry's arbitration award—Leventon knew that it was part of a

scheme to strip Acis of its assets, which ultimately resulted in millions of dollars of damage to HCMLP.

205. **Liabilities to HarbourVest.** Dondero also willfully and wantonly caused harm to HCMLP by exposing it to substantial liability to HarbourVest. Dondero, acting through HCMLP, fraudulently induced HarbourVest to purchase 49% of HCLOF from CLO HoldCo for approximately $75 million in cash, with a commitment for an additional $75 million in the future, while concealing that he was actively engaged in a campaign against Terry that would significantly impair the value of HarbourVest's investment. In addition, Dondero did not intend to use the $75 million that CLO Holdco received from HarbourVest to satisfy capital calls at HCLOF, and instead surreptitiously caused CLO Holdco to use those funds as part of a scheme to infuse other Dondero Entities (including entities that benefitted the NexPoint and HCMFA lifeboats) with additional cash. Ultimately, HCMLP was forced to settle with HarbourVest by providing it with $80 million in allowed claims, in exchange for a transfer of HarbourVest's interests in HCLOF to a new entity designated by HCMLP. But for Dondero's conduct, HCMLP would not have incurred the foregoing liabilities. As a result of Dondero's conduct, those interests in HCLOF were then worth tens of millions of dollars less than the $75 million HarbourVest paid to acquire them.

206. **Liabilities to Crusader Funds.** Dondero, Ellington, and Leventon willfully and wantonly caused HCMLP to incur substantial liability to the Redeemer Committee due to his conduct in connection with HCMLP's wind-down of the Crusader Funds and distribution of proceeds to investors. Among other things, Dondero, Ellington, and Leventon caused HCMLP to: (1) transfer Barclays' limited partnership interests in the Crusader Funds to HCMLP's wholly-owned affiliate, Eames, Ltd., after the Redeemer Committee had refused to approve that

transfer, in violation of the Joint Plan and Scheme and HCMLP's fiduciary duties; (2) covertly purchase the stock of the Portfolio Company and fail to liquidate the Crusader Funds' shares in the Portfolio Company, in violation of HCMLP's fiduciary duties; and (3) violate the provision of the Joint Plan and Scheme requiring HCMLP to defer receipt of certain Deferred Fees until the liquidation of the Crusader Funds was complete, causing HCMLP to forfeit its rights to those fees entirely. Additionally, both Ellington and Leventon were active participants in Dondero's scheme; they both provided false narratives or misrepresentations in furtherance of Dondero's harm to the Crusader Funds. The Redeemer Arbitration panel found, for example, that Leventon "was significantly involved in providing direction" to keep the Redeemer Committee in the dark and "was the principal instrument through which [certain] misrepresentation[s] and omission[s] were communicated." As a result of Dondero's, Ellington's, and Leventon's conduct, the Redeemer Committee received an arbitration award against HCMLP in excess of $190 million, and in HCMLP's bankruptcy, HCMLP agreed to pay over $136 million in connection therewith.

207. Beyond the direct losses identified in the preceding paragraphs, HCMLP suffered additional harm from the breaches of fiduciary duty committed by Dondero, Strand, Ellington, and Leventon. For example, the $190 million Redeemer arbitration award—which was itself caused by Dondero's, Ellington's, Leventon's, and Strand's breaches of their fiduciary duty to HCMLP—caused HCMLP to file for bankruptcy. To date, HCMLP has incurred in excess of $40 million in professional fees in connection with the bankruptcy. But for Dondero's, Ellington's, Leventon's, and Strand's willful and wanton misconduct, HCMLP would not have been obligated to pay any of these fees.

208. In light of the foregoing, Dondero, Strand, Ellington, and Leventon are liable for breaches of their fiduciary duties to HCMLP in an amount to be determined at trial.

COUNT VI
Declaratory Judgment That Strand Is Liable For HCMLP's Debts In Its Capacity As HCMLP's General Partner
(Against Strand)

209. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

210. Under DRULPA § 17-403(b), "a general partner of a limited partnership has the liabilities of a partner in a partnership that is governed by the Delaware Uniform Partnership Law … to persons other than the partnership and the other partners." Moreover, "[e]xcept as provided in this chapter or in the partnership agreement, a general partner of a limited partnership has the liabilities of a partner in a partnership that is governed by the Delaware Uniform Partnership Law … to the partnership and to the other partners." *Id.*

211. Under Delaware Uniform Partnership Law ("DUPL") § 15-306(a), partners of a partnership "are liable jointly and severally for all obligations of the partnership unless otherwise agreed by the claimant or provided by law."

212. During all periods relevant to the allegations set forth herein, Strand was the general partner of HCMLP. Moreover, Strand has not been relieved of its obligation to satisfy HCMLP's obligations by agreement or law.

213. Accordingly, under the operative partnership agreements and applicable law, Strand is liable to HCMLP and "to persons other than [HCMLP]" for the full amount of HCMLP's liabilities.

COUNT VII
Declaratory Judgment That Dondero Is Liable For Strand's Debts As Strand's Alter Ego
(Against Dondero)

214. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

215. Between the formation of Strand and the Petition Date, Dondero dominated and controlled Strand and was its sole equity owner. Dondero was the only officer of Strand between 1993 and 2001. Although Strand elected certain officers between 2001 and the Petition Date, they performed no duties in their capacities as officers of Strand and were appointed or fired from their roles based on their loyalty to, and their current relationship with, Dondero. Dondero testified that he did not know whether Strand even had any officers, stating that he was "not aware of [Strand] ever having any employees or active … governance." Likewise, Dondero did not know whether Strand had a board of directors and whether he sat on Strand's board.

216. Strand did not observe corporate formalities. Based on a review of HCMLP's books and records, between the formation of Strand and the Petition Date, Strand never held a board meeting. Indeed, Dondero testified that he is not aware of attending a board meeting for Strand and does not recall ever seeing board minutes for Strand.

217. Strand did not comply with its own bylaws, which require annual meetings of stockholders.

218. Although Strand was the general partner of HCMLP, Strand—as opposed to Dondero himself—rarely took any official corporate action. Based on the Litigation Trustee's review of documents, between its formation and the Petition Date, Strand documented only 12 instances in which it took corporate action, eight of which related to the appointment or removal of officers.

219. Strand was a sham entity whose sole purpose was to serve as a vehicle through which Dondero was able to dominate and control HCMLP, while seeking to insulate from HCMLP's liabilities, which were frequently the direct result of Dondero's own wrongdoing. As such, Dondero is Strand's alter ego, and the Court should pierce the corporate veil to hold Dondero liable for Strand's debts.

COUNT VIII
Declaratory Judgment That Dondero and Strand Are Liable For HCMLP's Debts In Their Capacities As HCMLP's Alter Ego
(Against Dondero and Strand)

220. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

221. Dondero, both through Strand and as an officer of HCMLP, dominated and exercised total control over HCMLP from its formation through the Petition Date. Dondero had total decision-making authority and governed HCMLP by decree—notwithstanding the existence of Strand (itself a sham entity) and the terms and obligations imposed by HCMLP's limited partnership agreement. HCMLP was a mere instrumentality of Dondero, and HCMLP had no independence and could not exercise any business discretion separate and apart from Dondero.

222. Strand, like myriad entities within Dondero's empire—including NexPoint GP, HCMFA, Dugaboy, CLO Holdco, Highland Dallas, Highland Santa Barbara, Highland Kansas City, HFP, and Acis—listed HCMLP's headquarters as its business address.

223. Dondero failed to observe corporate formalities with regard to HCMLP. Indeed, he did not distinguish between HCMLP and his personal interests and businesses. Dondero used HCMLP employees to service his own interests that were unrelated to HCMLP. For example, Dondero caused HCMLP to employ individuals notwithstanding that their role was to

serve Dondero personally. Such employees included Dondero's accountant, security guard, and landscaper. Dondero also frequently instructed HCMLP's legal department to perform legal services in connection with his own personal and business interests, which conferred no value on HCMLP.

224. Dondero used his domination and control over HCMLP to perpetrate numerous injustices, abuses, and frauds.

225. Dondero caused HCMLP's employees and resources to be used for his lifeboat businesses as part of his fraudulent scheme to siphon value from HCMLP to other entities he owned and controlled. In connection with these schemes, Dondero exploited HCMLP by using its employees and resources for the benefit of other lifeboat entities, either at no cost to the lifeboats, at a loss to HCMLP, or at substantially below-market rates. In fact, HCMLP should have received all of the profits generated from the services performed by the lifeboats, which in fact were performed by HCMLP's employees. The purpose and effect of this scheme was to cause HCMLP to provide the employees and infrastructure that were needed by Dondero's profitable business ventures, while also ensuring that HCMLP would remain cash poor and lack the funds to satisfy its own obligations.

226. Dondero caused HCMLP to enter into agreements, including the Massand Consulting Agreement, the object and purpose of which were to cause HCMLP to incur obligations for services that conferred benefits on Dondero Entities other than HCMLP.

227. Dondero, both through Strand and as HCMLP's President and CEO, caused HCMLP's assets to be commingled with those of his other businesses, without observing corporate formalities. By commingling entities and using HCMLP's employees and resources to further his own personal goals, Dondero exposed HCMLP to hundreds of millions of dollars

in liability to numerous parties, including UBS, Acis, Terry, HarbourVest, the Redeemer Committee, and the Crusader Funds.

228. By virtue of his complete control over HCMLP, Dondero caused HCMLP to willfully and wantonly breach contractual obligations and take measures to render HCMLP and other Dondero Entities "judgment-proof." Ultimately, this brazen disregard for HCMLP as an independent entity with its own contractual and fiduciary obligations resulted in multiple adverse awards, including the $190 million arbitration award that caused HCMLP to file for bankruptcy.

229. Dondero wielded his control over his web of entities to orchestrate intercompany transfers that were designed to siphon assets from HCMLP. For example, Dondero orchestrated the CLO Holdco Transaction, through which he caused HCMLP to transfer $24 million or potentially more worth of assets through a series of entities he controlled in exchange for consideration that was worth a small fraction of the value of the transferred assets.

230. As the alter egos of HCMLP, Dondero and Strand should be held liable for the full amount of HCMLP's obligations.

COUNT IX
Declaratory Judgment That NexPoint and HCMFA Are Liable For The Debts Of HCMLP, Strand, And Dondero As Their Alter Egos
(Against NexPoint and HCMFA)

231. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

232. NexPoint and HCMFA were created as facades of HCMLP, in order to siphon profits away from HCMLP and to Dondero and other entities he controlled. Pursuant to the scheme, Dondero sought to place the profits that were generated from HCMLP's business and services beyond the reach of HCMLP's then present and future creditors.

233. NexPoint was owned and controlled by Dondero through Dugaboy and NexPoint GP. Between 2012 and 2015, NexPoint had no employees of its own, and performed no business activities that were distinguishable from those performed by HCMLP. NexPoint was a facade of HCMLP that used HCMLP's employees to perform the same investment management and advisory services that HCMLP routinely performed.

234. For over one year, HCMLP performed all services for NexPoint without any sub-advisory or shared services agreements that even purported to compensate HCMLP for the use of its employees. Even after Dondero attempted to infuse this scheme with a patina of legitimacy by causing NexPoint to enter into agreements with HCMLP, they were structured to ensure that NexPoint retained the vast majority of profits for the work performed by HCMLP and its employees.

235. Dondero used HCMLP's resources to establish NexPoint and perpetrate his scheme to extract value from HCMLP. Dondero caused HCMLP to fund NexPoint's operations, seed its investments, and provide a substantial amount of the capital that ultimately funded distributions NexPoint made to its owner, Dugaboy. Between 2012 and 2017, HCMLP loaned NexPoint approximately $30 million, and during that same period, NexPoint made limited partner distributions of approximately $34 million—99.9% of which were paid to Dugaboy. Distributions to Dugaboy were made at the direction of, and for the benefit of, Dondero. Meanwhile, as of the Petition Date, NexPoint owed HCMLP approximately $23 million, and HCMLP is currently embroiled in litigation with Dondero following a payment default that occurred January 2021. Dondero exercised complete control over the terms of the note and whether it would be repaid, and caused HCMLP to enter into multiple agreements with NexPoint providing for forbearance and other relief.

236. Likewise, HCMFA was owned by Dondero and Okada through a series of entities owned and controlled by Dondero through its general partner, Strand Advisors XVI, Inc., which was wholly-owned by Dondero. HCMFA was effectively a shell entity that was created to replace HCMLP as the new investment manager for open-ended retail investment funds. To the extent that sub-advisory and shared services agreements existed between HCMLP and HCMFA, they existed to lend credibility to Dondero's fraudulent scheme to divert HCMLP's profits to himself and Okada through HCMFA.

237. Dondero used HCMLP's resources to support HCMFA as well. Between 2011 and 2019, HCMLP loaned HCMFA approximately $12 million and entered into multiple forbearances on HCMFA's debts, and in May 2019 HCMFA borrowed an additional $7.4 million from HCMLP that it failed to repay. Dondero was on both sides of those agreements, and used HCMLP in order to establish HCMFA as a successor to HCMLP.

238. As such, NexPoint and HCMFA are the alter egos of each of HCMLP, Dondero, and Strand, and the Court should pierce the corporate veil to hold NexPoint and HCMFA liable for the debts of each of HCMLP, Dondero, and Strand.

COUNT X
Declaratory Judgment That Dugaboy Is Liable For The Debts Of Dondero In Their Capacities As Dondero's Alter Ego
(Against Dugaboy)

239. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

240. Dondero operated Dugaboy—Dondero's personal trust—as an extension of himself and HCMLP. Dondero used HCMLP employees, on HCMLP's payroll, to transact business on behalf of Dugaboy, without any compensation to HCMLP. Dondero used HCMLP

employees for Dondero's personal estate planning and caused HCMLP to comingle Dugaboy's electronically stored information with HCMLP's data.

241. Dondero dominated and controlled Dugaboy. Dondero appointed Scott, his longtime personal friend, as the trustee of Dugaboy, for the purpose of serving as a rubber stamp of approval for all transactions that Dondero (or HCMLP employees acting at Dondero's direction) presented to Scott.

242. Under the terms of Dugaboy's trust agreement, Dondero also has the power to remove trustees without cause—leverage that allowed him to control what transactions Dugaboy was involved in.

243. As such, Dugaboy is the alter ego of Dondero, and the Court should pierce the corporate veil to hold Dugaboy liable for the debts of each of HCMLP, Dondero, and Strand.

COUNT XI
Avoidance of Transfer of Management Agreements As Constructive Fraudulent Transfers Under 11 U.S.C. §§ 544 and 550, 26 U.S.C. § 6502, and Other Applicable Law
(Against HCMFA and NexPoint)

244. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

245. On December 15, 2011, HCMLP entered into a novation agreement, pursuant to which HCMFA became the investment advisor for Highland Credit Strategies Fund, Highland Floating Rate Opportunities Fund, the Highland Long/Short Equity Fund, the Highland Long/Short Healthcare Fund, and the Highland Special Situations Fund (collectively, the "Transferred Funds"). Dondero caused HCMLP to transfer these agreements to HCMFA as part of his scheme to evade HCMLP's creditors.

246. HCMLP received less than reasonably equivalent value in connection with the novation agreement. Prior to the transfer, HCMLP received management and advisory fees in

return for the services that its employees performed for the Transferred Funds. After the transfer, HCMLP's employees provided the same services for the Transferred Funds, except that the vast majority of the profits were diverted to HCMFA following the extinguishment of HCMLP's credit facility.

247. At the time of the transfer, HCMLP was insolvent, was engaged or was about to engage in business or a transaction for which the remaining assets of HCMLP were unreasonably small in relation to the business or transaction, and/or believed or reasonably should have believed that HCMLP would incur debts beyond HCMLP's ability to pay as they became due.

248. On June 13, 2012, Dondero caused HCMFA to transfer the Highland Credit Strategies Fund to the newly-created NexPoint, after which Highland Credit Strategies Fund's name was changed to NexPoint Credit Strategies Fund, referred to herein as NHF. The result of this transfer was simply to shift the management fees relating to NHF from one lifeboat entity to another.

249. The transfer of HCMLP's valuable management and advisory contracts with the Transferred Funds is voidable as constructively fraudulent against HCMFA and its subsequent transferee, NexPoint. Accordingly, these transfers should be set aside, avoided, and recovered under 11 U.S.C. §§ 544 and 550, 26 U.S.C. § 6502, and applicable state law, against all initial and subsequent transferees and/or entities for whose benefit the transfers were made.

COUNT XII
Avoidance of Transfer of Management Agreements As Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544 and 550, 26 U.S.C. § 6502, and Other Applicable Law
(Against HCMFA and NexPoint)

250. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

251. On December 15, 2011, HCMLP entered into a novation agreement, pursuant to which HCMFA became the investment advisor for the Transferred Funds. Dondero caused HCMLP to transfer these agreements to HCMFA as part of his scheme to evade HCMLP's creditors.

252. Dondero caused HCMLP to make the transfer with actual intent to hinder, delay, and defraud HCMLP's creditors, which intent is demonstrated by, among other things, the following badges and direct indications of fraud:

(a) Dondero was an insider of HCMLP and HCMFA;

(b) before the transfer, HCMLP had been sued and Dondero believed HCMLP's legal exposure rendered it insolvent;

(c) HCMLP, through Dondero, was engaged in a multi-faceted scheme to defraud HCMLP's creditors, which involved, among other things, causing HCMLP to transfer its valuable management contracts and business opportunities to newly-created "lifeboat" entities;

(d) at the time of the transfer, HCMLP (i) was insolvent, (ii) was engaged in a business or transaction for which its remaining assets were unreasonably small in relation to the business or transaction; and/or (iii) intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they came due;

(e) Dondero caused HCMLP to make the transfer during a period when he believed the value of HCMLP may ultimately be distributed to its creditors, as a result of its looming contingent liabilities, and effected the transfers in

order to siphon value so that it would not be available to satisfy HCMLP's present and future creditors; and

(f) HCMLP did not receive reasonably equivalent value in return for transferring its valuable management and advisory contracts with the Transferred Funds to HCMFA.

253. On June 13, 2012, Dondero caused HCMFA to transfer the Highland Credit Strategies Fund to the newly-created NexPoint, after which Highland Credit Strategies Fund's name was changed to NexPoint Credit Strategies Fund, referred to herein as NHF. The result of this transfer was simply to shift the management fees relating to NHF from one lifeboat entity to another.

254. The transfer of HCMLP's valuable management and advisory contracts with the Transferred Funds is voidable as intentionally fraudulent against HCMFA and its subsequent transferee, NexPoint. Accordingly, these transfers should be set aside, avoided, and recovered under 11 U.S.C. §§ 544 and 550, 26 U.S.C. § 6502, and applicable state law, against all initial and subsequent transferees and/or entities for whose benefit the transfers were made.

COUNT XIII
Successor Liability
(Against HCMFA and NexPoint)

255. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

256. HCMFA and NexPoint each were mere continuations of HCMLP. Dondero caused each of HCMFA and NexPoint to perform the same investment and advisory services as HCMLP, using HCMLP's employees, in order to service HCMLP's managed funds. HCMFA and NexPoint were dependent on HCMLP employees and personnel.

257. HCMLP, HCMFA, and NexPoint were each dominated and controlled by Dondero. Under his common direction, there was continuity of management, personnel, physical location, assets, and general business operations between HCMLP, on one hand, and HCMFA and NexPoint, on the other hand. After HCMFA and NexPoint were created, HCMLP ceased launching any new RIC or real estate investment funds. HCMFA and NexPoint took over these aspects of HCMLP's business such that there was uninterrupted continuation of normal business operations, including new fund launches, generating substantial fee income and AUM growth.

258. As such, HCMFA and NexPoint are liable for HCMLP's debts as the successors to HCMLP.

COUNT XIV
Breach of Fiduciary Duty In Connection With Fraudulent Transfers And Schemes
(Against Dondero, Strand, Ellington, and Okada)

259. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

260. Dondero and Ellington caused HCMLP to enter into the Massand Consulting Agreements, with the intent to have Massand Capital perform services for SAS, an entity that they surreptitiously created and owned. Likewise, Dondero and Ellington oversaw and approved the Massand Transfers. The payment obligations Dondero and Ellington caused HCMLP to incur, and the payments that Dondero and Ellington caused HCMLP to make, conferred no benefit on HCMLP. In addition, Dondero and Ellington caused HCMLP employees to perform work for SAS—at least seven HCMLP employees received SAS email addresses—without compensating HCMLP.

261. Likewise, Dondero orchestrated the fraudulent CLO Holdco Transaction, pursuant to which he (acting through Strand) siphoned valuable assets from HCMLP in return

for illusory consideration, in the form of a note from Dugaboy, an entity that he controlled. Dondero siphoned these assets from HCMLP in order to benefit other entities that he owned and controlled, including CLO Holdco, NexPoint, and HCMFA.

262. Moreover, as part of his scheme to evade HCMLP's creditors, Dondero, acting through Strand, approved hundreds of millions of dollars of distributions from HCMLP at a time that Dondero believed HCMLP was insolvent and would not be able to satisfy its obligations to its present and future creditors.

263. As Dondero's co-founder and HCMLP's Chief Investment Officer, Okada knew or willfully blinded himself to the fact that the HCMLP Distributions—including the distributions made to Okada, MAP #1, and MAP #2—were made at a time that HCMLP was insolvent and would not be able to satisfy its obligations to its present and future creditors.

264. Dondero and Ellington breached their fiduciary duties by diverting approximately $3 million that was held in escrow for HCMLP to an entity that they owned in the Cayman Islands.

265. By willfully and wantonly orchestrating these fraudulent transfers, Dondero, Strand, and Ellington breached their fiduciary duties to HCMLP.

COUNT XV
Aiding and Abetting Breach of Fiduciary Duty Under Delaware Law or Knowing Participation in Breach of Fiduciary Duty under Texas Law
(Against NexPoint, HCMFA, SAS, Scott, CLO Holdco, DAF Holdco, DAF, Get Good, Highland Dallas)

266. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

267. NexPoint and HCMFA aided and abetted the breaches of fiduciary duty committed by Dondero and Strand. NexPoint and HCMFA were each dominated and controlled by Dondero. As such, each of NexPoint and HCMFA knowingly participated in their breaches

of their fiduciary duties to HCMLP. NexPoint and HCMFA knowingly participated in Dondero's scheme to divert HCMLP's valuable business into new "lifeboat" entities that he owned and controlled. The breaches of fiduciary duty that were aided and abetted by NexPoint and HCMFA caused tens of million (and potentially over one hundred million) of dollars in damage to HCMLP.

268. SAS, which was owned and controlled by Dondero and Ellington, knowingly participated in Dondero's and Ellington's breaches of their fiduciary duties in connection with the Massand Consulting Agreement and Massand Transfers. SAS was aware of the fiduciary duties that Dondero and Ellington owed to HCMLP as high ranking officers. SAS received the benefit of the services performed by Massand Capital, which Dondero and Ellington surreptitiously charged to HCMLP. The breaches of fiduciary duty that were aided and abetted by SAS caused millions of dollars of damage to HCMLP.

269. Scott, CLO Holdco, DAF Holdco, DAF, Get Good, and Highland Dallas aided and abetted Dondero's breach of fiduciary duties relating to the CLO Holdco Transaction. Scott—and in turn, CLO Holdco, DAF Holdco, DAF, Get Good, and Highland Dallas—knowingly participated in the scheme to transfer $24 million or potentially more of assets to CLO Holdco in exchange for a note worth significantly less than the transferred assets. Scott either knew or willfully blinded himself to the fact that Dondero breached his fiduciary duties to HCMLP by orchestrating the CLO Holdco Transaction, as evidenced by, among other things, the low interest rate on the Dugaboy Note; the lack of security, material covenants; or other protections; the unfair repayment terms; and the fact that Dondero stood on both sides of the transaction. Moreover, Scott dutifully executed the necessary documentation in order to cause

the Transferred CLO Holdco Assets to be transferred to Get Good, DAF Holdco, DAF, CLO Holdco, and Highland Dallas.

COUNT XVI
Civil Conspiracy to Breach Fiduciary Duties Under Texas Law
(Against Dondero, Ellington, Leventon, NexPoint, HCMFA, SAS, Scott, CLO Holdco, DAF Holdco, DAF, Get Good, Highland Dallas)

270. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

271. Ellington, Leventon, NexPoint, HCMFA, SAS, Scott, CLO Holdco, DAF Holdco, DAF, Get Good, and Highland Dallas conspired with Dondero to breach his fiduciary duties to HCMLP by intentionally siphoning assets away from HCMLP to evade HCMLP's creditors.

272. Dondero, Ellington, and Leventon orchestrated myriad transactions to divert funds from HCMLP to Dondero and the entities that he owned and controlled. NexPoint and HCMFA took over valuable HCMLP management agreements and used HCMLP's employees to usurp HCMLP's business in return for little or no consideration to HCMLP. SAS received valuable services from Massand while HCMLP bore the expense. Scott, CLO Holdco, DAF Holdco, DAF, Get Good, and Highland Dallas participated in the fraudulent CLO Holdco Transaction that siphoned valuable assets from HCMLP in return for patently insufficient consideration.

273. Ellington and Leventon understood that their conduct was directed at enriching Dondero at the expense of HCMLP, and each of them were compensated by Dondero (sometimes via minority ownership in an entity, like Ellington's stake in SAS, and sometimes via complex, circuitous schemes like the Tall Pine arrangement) for their participation. NexPoint, HCMFA, and SAS—each of which was controlled by Dondero—likewise

understood that their role in the conspiracy was to obtain value for Dondero at HCMLP's expense. Scott, too, understood that he was appointed to be a rubber-stamp for Dondero's self-interested schemes to siphon value from HCMLP and distribute it throughout the vast web of Dondero Entities. Scott acted on the basis of his longstanding loyalty to his "closest friend" Dondero and was compensated with "business gifts" for his service in furtherance of the conspiracy.

274. In furtherance of the conspiracy, Dondero, Ellington, Leventon, NexPoint, HCMFA, SAS, CLO Holdco, DAF Holdco, the DAF, Get Good, and Highland Dallas undertook, *inter alia*, the following schemes and overt acts:

(a) Dondero, NexPoint, and HCMFA conspired to perpetrate the lifeboat scheme in order to place valuable assets outside the reach of HCMLP's creditors, in violation of Dondero's fiduciary duties. NexPoint and HCMFA were each dominated and controlled by Dondero and, as such, they each consciously acted in furtherance of the conspiracy, including by transferring existing business to NexPoint and HCMFA, generating new business through NexPoint and HCMFA, and failing to compensate HCMLP for the use of its employees and resources. NexPoint and HCMFA were aware that the lifeboat scheme caused substantial damages to HCMLP.

(b) Dondero, Ellington, and SAS caused HCMLP to enter into the fraudulent Massand Consulting Agreements, pursuant to which HCMLP paid Massand millions of dollars in return for services that were rendered for SAS, which Dondero and Ellington owned and controlled. Likewise, SAS acted in furtherance of the conspiracy by surreptitiously receiving the benefits from

the Massand Consulting Agreements while HCMLP incurred the costs under those agreements. Each of Dondero, Ellington, and SAS were aware that causing HCMLP to pay SAS's expenses—for the benefit of SAS and its owners Dondero and Ellington—harmed HCMLP.

(c) Dondero, Scott, CLO Holdco, DAF Holdco, the DAF, Get Good, and Highland Dallas conspired to cause HCMLP to transfer valuable assets to CLO HoldCo for less than reasonably equivalent value. Scott—and in turn, CLO Holdco, DAF Holdco, DAF, Get Good, and Highland Dallas—consciously participated in the scheme to transfer $24 million or potentially more of assets to CLO Holdco in exchange for a note worth significantly less than the transferred assets, including by executing the necessary documentation to cause the Transferred CLO Holdco Assets to be transferred to Get Good, DAF Holdco, DAF, CLO Holdco, and Highland Dallas. Each of Dondero, Scott, CLO Holdco, DAF Holdco, DAF, Get Good, and Highland Dallas were aware that the CLO Holdco Transaction breached fiduciary duties to HCMLP, constituted a fraudulent transfer, and harmed HCMLP by diverting valuable assets in exchange for the far less valuable Dugaboy Note.

275. Each of Dondero, Ellington, Leventon, NexPoint, HCMFA, SAS, Scott, CLO Holdco, DAF Holdco, DAF, Get Good, and Highland Dallas understood that his or its conduct was causing damage to HCMLP and that Dondero was breaching his fiduciary duties to HCMLP by orchestrating and participating in these transactions. The participants specifically intended to benefit themselves and Dondero at the expense of HCMLP, and agreed with

Dondero to undertake acts in furtherance of the conspiracy notwithstanding the harm to HCMLP.

COUNT XVII
Tortious Interference with Prospective Business Relations
(Against Dondero, NexPoint, and HCMFA)

276. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

277. Dondero siphoned business away from HCMLP and its creditors through the creation of "lifeboats" owned and controlled by Dondero. The "lifeboats," which included NexPoint and HCMFA, were companies set up to provide management services that HCMLP had previously been providing.

278. But for the actions of Dondero, NexPoint, and HCMFA, HCMLP would have continued to pursue the business opportunities that Dondero diverted to NexPoint and HCMFA. Indeed, NexPoint and HCMFA used HCMLP's employees, operated out of HCMLP's office, and performed the same advisory and administrative services for its managed funds that HCMLP had previously performed.

279. By using NexPoint and HCMFA as part of his lifeboat scheme, Dondero breached his fiduciary duties to HCMLP. In addition, Dondero breached his fiduciary duties to HCMLP by causing HCMLP to fraudulently transfer certain of its existing management contracts to NexPoint and HCMFA. NexPoint and HCMFA conspired with, and aided and abetted, Dondero's breaches of his fiduciary duties and HCMLP's fraudulent transfers.

280. Dondero, NexPoint, and HCMFA acted with a conscious desire to prevent HCMLP from continuing to directly manage the funds that were subsequently managed by

NexPoint and HCMFA. Moreover, Dondero, NexPoint, and HCMFA knew that their interference in HCMLP's business relationships was certain to occur as a result of their conduct.

281. HCMLP suffered, at minimum, tens of millions of dollars in damage from Dondero's, NexPoint's, and HCMFA's tortious interference with its prospective business relations.

COUNT XVIII
Avoidance of CLO Holdco Transfer and Recovery of Transferred CLO Holdco Assets as Constructive Fraudulent Transfers Under 11 U.S.C. §§ 544 and 550 and Applicable State Law
(Against Dondero, Scott, CLO Holdco, DAF Holdco, DAF, Get Good, and Highland Dallas Foundation)

282. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

283. On December 28, 2016, HCMLP transferred to Get Good the Transferred CLO Holdco Assets, which were worth approximately $24 million or potentially more. The transfer of the Transferred CLO Holdco Assets was effectuated pursuant to a Purchase and Sale Agreement executed by Dondero, on behalf of HCMLP, and Scott, on behalf of Get Good.

284. As purported consideration for the Transferred CLO Holdco Assets, HCMLP received the Dugaboy Note, which was worth substantially less than the Transferred CLO Holdco Assets. The Dugaboy Note replaced HCMLP's liquid or liquidating assets with an illiquid, private loan on below market terms.

285. Immediately after HCMLP transferred the Transferred CLO Holdco Assets to Get Good, Dondero caused Get Good to transfer the Transferred CLO Holdco Assets to Highland Dallas by an exercise of discretion executed by Scott in his capacity as trustee of Get Good.

286. Immediately after the Transferred CLO Holdco Assets were transferred to Highland Dallas by Get Good, Dondero caused Highland Dallas to transfer the Transferred CLO Holdco Assets to DAF Holdco by unanimous written consent executed by Dondero, Scott, and Jalonick in their capacities as the sole directors of Highland Dallas.

287. Immediately after the Transferred CLO Holdco Assets were transferred to DAF Holdco by Highland Dallas, Dondero caused DAF Holdco, DAF, and CLO Holdco to enter into an omnibus assignment agreement, pursuant to which DAF Holdco transferred the Transferred CLO Holdco Assets to DAF, and DAF transferred the Transferred CLO Holdco Assets to CLO Holdco. Scott signed on behalf of each entity, as director of DAF Holdco, managing member of the DAF, and director of CLO Holdco. Scott also executed a written resolution by DAF GP, in his capacity as the managing member of the general partner of the DAF, effectuating the transfer of the Transferred CLO Holdco Assets to CLO Holdco (which was wholly-owned by the DAF).

288. Dondero directly or indirectly controlled each entity in the chain of transfers that together constitute the CLO Holdco Transaction. Dondero controlled each of Get Good, Highland Dallas, DAF Holdco, DAF, and CLO Holdco either along with or through Scott, who was Dondero's longtime friend, former roommate, loyalist, and fellow board member on multiple boards of directors.

289. At the time of the CLO Holdco Transaction, HCMLP was insolvent, was engaged or was about to engage in business or a transaction for which the remaining assets of HCMLP were unreasonably small in relation to the business or transaction, and/or believed or reasonably should have believed that HCMLP would incur debts beyond HCMLP's ability to pay as they became due.

290. None of Get Good, DAF Holdco, the DAF, or CLO Holdco paid reasonably equivalent value for the Transferred CLO Holdco Assets, or received the Transferred CLO Holdco Assets in good faith.

291. At all relevant times, each of Get Good, DAF Holdco, the DAF, and CLO Holdco was aware that, pursuant to the CLO Holdco Transaction, HCMLP transferred its assets to CLO Holdco for less than reasonably equivalent value.

292. The CLO Holdco Transaction is voidable as constructively fraudulent transfers. Accordingly, the CLO Holdco Transaction should be set aside and avoided and Transferred CLO Holdco Assets should be recovered under 11 U.S.C. §§ 544 and 550 and Delaware and Texas law, as applicable, against all initial and subsequent transferees and/or entities for whose benefit the transfers were made.

COUNT XIX
Avoidance of CLO Holdco Transfer and Recovery of Transferred CLO Holdco Assets as Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544 and 550 and Applicable State Law
(Against Dondero, Scott, CLO Holdco, DAF Holdco, DAF, Get Good, and Highland Dallas Foundation)

293. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

294. On December 28, 2016, HCMLP transferred to Get Good the Transferred CLO Holdco Assets, which were worth $24 million or potentially more. The transfer of the Transferred CLO Holdco Assets was effectuated pursuant to a Purchase and Sale Agreement executed by Dondero, on behalf of HCMLP, and Scott, on behalf of Get Good.

295. As purported consideration for the Transferred CLO Holdco Assets, HCMLP received the Dugaboy Note, which was worth substantially less than the Transferred CLO

Holdco Assets. The Dugaboy Note replaced HCMLP's liquid or liquidating assets with an illiquid, private loan that was worth significantly less than the value of the transferred assets.

296. After HCMLP transferred the Transferred CLO Holdco Assets to Get Good, Dondero caused the assets to be transferred to Get Good, Highland Dallas, DAF Holdco, DAF, and CLO Holdco. Dondero effected each transfer through his direct or indirect control of each of these entities.

297. Dondero caused HCMLP to enter into the CLO Holdco Transaction with actual intent to hinder, delay, and defraud HCMLP's creditors, which intent is demonstrated by, among other things, the following badges and direct indications of fraud:

(a) Dondero was an insider of HCMLP;

(b) Dondero controlled Get Good, the initial transferee, and each of the subsequent transferees, Highland Dallas, DAF Holdco, DAF, and CLO Holdco, through Scott;

(c) before the CLO Holdco Transaction, HCMLP had been sued and Dondero believed HCMLP's legal exposure rendered it insolvent;

(d) at the time of the CLO Holdco Transaction, HCMLP (i) was insolvent, (ii) was engaged in a business or transaction for which its remaining assets were unreasonably small in relation to the business or transaction; and/or (iii) intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they came due;

(e) The CLO Holdco Transaction siphoned value away from HCMLP, so that such value would not be available to satisfy HCMLP's creditors; and

(f) The purported consideration for the Transferred CLO Holdco Assets, the Dugaboy Note, was worth less than the reasonably equivalent value of the Transferred CLO Holdco Assets, and replaced HCMLP's liquid or liquidating assets with an illiquid, private loan on below-market terms, the repayment of which was subject to Dondero's control.

298. None of Get Good, DAF Holdco, the DAF, or CLO Holdco paid reasonably equivalent value for the Transferred CLO Holdco Assets, or received the Transferred CLO Holdco Assets in good faith.

299. At all relevant times, each of Get Good, DAF Holdco, the DAF, and CLO Holdco was aware that the CLO Holdco Transaction transferred HCMLP's assets to CLO Holdco for less than reasonably equivalent value.

300. The CLO Holdco Transaction is voidable as an intentionally fraudulent transfer. Accordingly, the CLO Holdco Transaction should be set aside and avoided, and the Transferred CLO Holdco Assets should be recovered under 11 U.S.C. §§ 544 and 550 and Delaware and Texas law, as applicable, against all initial and subsequent transferees and/or entities for whose benefit the transfers were made.

COUNT XX
Avoidance of Obligations Under Massand Consulting Agreement as Constructively Fraudulent Under 11 U.S.C. § 544, 26 U.S.C. § 6502, and Applicable State Law
(Against Massand LLC)

301. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

302. On January 5, 2015, HCMLP entered into a consulting agreement with Massand LLC. Pursuant to each agreement, HCMLP agreed to pay Massand Capital tens of thousands of dollars per month.

303. HCMLP received less than reasonably equivalent value in exchange for the payment obligations that it incurred under the Massand Consulting Agreements (and in fact, received zero value). Dondero and Ellington caused HCMLP to hire Massand Capital in order for Massand Capital to provide services to SAS, which conferred no benefit to HCMLP.

304. At the time it entered into the Massand Consulting Agreements, HCMLP was insolvent, was engaged or was about to engage in business or a transaction for which the remaining assets of HCMLP were unreasonably small in relation to the business or transaction, and/or believed or reasonably should have believed that HCMLP would incur debts beyond HCMLP's ability to pay as they became due.

305. HCMLP's obligations incurred under the Massand Consulting Agreements are voidable as constructively fraudulent.

COUNT XXI
Avoidance of Obligations Under Massand Consulting Agreement as Intentionally Fraudulent Under 11 U.S.C. § 544, 26 U.S.C. § 6502, and Applicable State Law
(Against Massand Capital)

306. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

307. On January 1, 2014, HCMLP entered into a consulting agreement with Massand Inc. On January 5, 2015, HCMLP entered into a consulting agreement with Massand LLC. Pursuant to each agreement, HCMLP agreed to pay them tens of thousands of dollars per month.

308. Dondero caused HCMLP to enter into the Massand Consulting Agreements with actual intent to hinder, delay, and defraud HCMLP's creditors, which intent is demonstrated by, among other things, the following badges and direct indications of fraud:

(a) Dondero was an insider of HCMLP;

(b) Dondero was an insider of SAS;

(c) Dondero benefitted from HCMLP's payments to Massand Capital because they conferred value on SAS, an entity that Dondero owned and controlled;

(d) before HCMLP entered into the Massand Consulting Agreements, HCMLP had been sued and Dondero believed HCMLP's legal exposure rendered it insolvent;

(e) HCMLP, through Dondero, was engaged in a multi-faceted scheme to remove assets from HCMLP and conceal them from HCMLP's creditors, which involved, among other things, causing HCMLP to incur obligations of other entities owned or controlled by Dondero, including SAS;

(f) at the time HCMLP entered into the consulting agreement with Massand LLC, HCMLP (i) was insolvent, (ii) was engaged in a business or transaction for which its remaining assets were unreasonably small in relation to the business or transaction; and/or (iii) intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they came due; and

(g) Dondero caused HCMLP to enter into the Massand Consulting Agreements during a period when he believed HCMLP would be forced to file for bankruptcy as a result of looming contingent liabilities, and effected the transfers in order to siphon value so that it would not be available to satisfy HCMLP's creditors.

309. HCMLP's obligations incurred under the Massand Consulting Agreements are voidable as intentionally fraudulent.

COUNT XXII
Avoidance and Recovery of Certain Massand Transfers as Constructive Fraudulent Transfers Under 11 U.S.C. §§ 544 and 550, 26 U.S.C. § 6502, and Applicable State Law
(Against Massand Capital, SAS, Dondero, and Ellington)

310. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

311. HCMLP entered into the fraudulent Massand Consulting Agreements, pursuant to which HCMLP agreed to pay Massand Capital tens of thousands of dollars per month. The transfers from HCMLP to Massand Capital (the "Massand Transfers") are set forth below:

Date	Amount	Date	Amount
January 7, 2015	$38,054	May 1, 2017	$57,861
February 25, 2015	$47,748	June 1, 2017	$60,814
March 3, 2015	$54,954	July 3, 2017	$51,974
March 31, 2015	$53,261	August 1, 2017	$58,074
May 5, 2015	$47,531	September 5, 2017	$50,371
June 2, 2015	$51,328	October 2, 2017	$53,016
June 30, 2015	$48,532	November 1, 2017	$59,971
August 5, 2015	$59,856	December 1, 2017	$56,031
September 1, 2015	$57,776	January 2, 2018	$52,894
September 29, 2015	$48,376	February 1, 2018	$51,378
November 2, 2015	$50,890	March 1, 2018	$54,396
December 1, 2015	$48,671	April 3, 2018	$54,538
January 4, 2016	$57,197	May 1, 2018	$55,852
February 1, 2016	$51,343	June 1, 2018	$55,093
March 1, 2016	$61,857	July 2, 2018	$64,516
April 1, 2016	$50,081	August 1, 2018	$56,539
May 2, 2016	$47,801	September 4, 2018	$53,749
May 10, 2016	$6	October 1, 2018	$52,537

Date	Amount	Date	Amount
June 2, 2016	$52,970	November 1, 2018	$53,278
July 1, 2016	$60,029	December 3, 2018	$52,219
August 2, 2016	$47,402	January 2, 2019	$47,812
September 1, 2016	$50,457	February 1, 2019	$51,437
October 4, 2016	$55,668	March 1, 2019	$51,156
November 1, 2016	$53,199	April 2, 2019	$54,063
December 1, 2016	$51,901	May 1, 2019	$55,359
January 3, 2017	$49,644	June 3, 2019	$56,470
February 1, 2017	$55,691	July 1, 2019	$54,878
March 3, 2017	$47,929	August 1, 2019	$54,979
April 3, 2017	$57,563		
		Total	$2,988,970

312. HCMLP did not receive any consideration in exchange for its payments to Massand Capital. The consulting agreement between Massand Capital and HCMLP provided that Massand would be responsible for advising HCMLP on its "investment recovery strategies" business in certain countries where HCMLP did not have any business.

313. Rather, upon information and belief, Massand Capital provided services to SAS, a separate entity owned and controlled by Dondero. As such, HCMLP's transfers to Massand Capital were made for the benefit of SAS and Dondero.

314. Massand Capital's monthly invoices to HCMLP were consecutively numbered, indicating that Massand Capital had no customers other than HCMLP, and Massand Capital's invoices contained no information about the services it purportedly rendered to HCMLP.

315. At the time of each of the Massand Transfers, HCMLP was insolvent, was engaged or was about to engage in business or a transaction for which the remaining assets of HCMLP were unreasonably small in relation to the business or transaction, and/or believed or

reasonably should have believed that HCMLP would incur debts beyond HCMLP's ability to pay as they became due.

316. The Massand Transfers are voidable as constructively fraudulent transfers. Accordingly, the Massand Transfers should be set aside, avoided, and recovered under 11 U.S.C. §§ 544 and 550, 26 U.S.C. § 6502, and applicable state law, against all initial and subsequent transferees and/or entities for whose benefit the transfers were made.

COUNT XXIII
Avoidance and Recovery of Massand Transfers as Intentional Fraudulent Transfers Under 11 U.S.C. §§ 544 and 550, 26 U.S.C. § 6502, and Applicable State Law
(Against Massand Capital, SAS, Dondero, and Ellington)

317. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

318. On January 5, 2015, HCMLP entered into a fraudulent consulting agreement, pursuant to which HCMLP agreed to pay Massand Capital tens of thousands of dollars per month. The transfers from HCMLP to Massand Capital (the "Massand Transfers") are set forth below:

Date	Amount	Date	Amount
January 7, 2015	$38,054	May 1, 2017	$57,861
February 25, 2015	$47,748	June 1, 2017	$60,814
March 3, 2015	$54,954	July 3, 2017	$51,974
March 31, 2015	$53,261	August 1, 2017	$58,074
May 5, 2015	$47,531	September 5, 2017	$50,371
June 2, 2015	$51,328	October 2, 2017	$53,016
June 30, 2015	$48,532	November 1, 2017	$59,971
August 5, 2015	$59,856	December 1, 2017	$56,031
September 1, 2015	$57,776	January 2, 2018	$52,894
September 29, 2015	$48,376	February 1, 2018	$51,378

Date	Amount	Date	Amount
November 2, 2015	$50,890	March 1, 2018	$54,396
December 1, 2015	$48,671	April 3, 2018	$54,538
January 4, 2016	$57,197	May 1, 2018	$55,852
February 1, 2016	$51,343	June 1, 2018	$55,093
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April 1, 2016	$50,081	August 1, 2018	$56,539
May 2, 2016	$47,801	September 4, 2018	$53,749
May 10, 2016	$6	October 1, 2018	$52,537
June 2, 2016	$52,970	November 1, 2018	$53,278
July 1, 2016	$60,029	December 3, 2018	$52,219
August 2, 2016	$47,402	January 2, 2019	$47,812
September 1, 2016	$50,457	February 1, 2019	$51,437
October 4, 2016	$55,668	March 1, 2019	$51,156
November 1, 2016	$53,199	April 2, 2019	$54,063
December 1, 2016	$51,901	May 1, 2019	$55,359
January 3, 2017	$49,644	June 3, 2019	$56,470
February 1, 2017	$55,691	July 1, 2019	$54,878
March 3, 2017	$47,929	August 1, 2019	$54,979
April 3, 2017	$57,563		
		Total	$2,988,970

319. Dondero caused HCMLP to make the Massand Transfers with actual intent to hinder, delay, and defraud HCMLP's creditors, which intent is demonstrated by, among other things, the following badges and direct indications of fraud:

(a) Dondero was an insider of HCMLP and Massand Capital;

(b) before the Massand Transfers, HCMLP had been sued and Dondero believed HCMLP's legal exposure rendered it insolvent;

(c) HCMLP, through Dondero, was engaged in a multi-faceted scheme to defraud HCMLP's creditors, which involved, among other things, causing HCMLP to become an obligor on certain contracts, including the Massand Consulting Agreements, that did not confer value on HCMLP;

(d) at the time of the transfers to Massand LLC, HCMLP (i) was insolvent, (ii) was engaged in a business or transaction for which its remaining assets were unreasonably small in relation to the business or transaction; and/or (iii) intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they came due;

(e) Dondero caused HCMLP to make the Massand Transfers during a period when he believed HCMLP would be forced to file for bankruptcy as a result of looming contingent liabilities, and effected the transfers in order to siphon value so that it would not be available to satisfy HCMLP's creditors; and

(f) The Massand Transfers were made for no consideration to HCMLP, and the services provided by Massand were made for the benefit of SAS, an entity that was not owned by HCMLP.

320. The Massand Transfers are voidable as intentionally fraudulent transfers. Accordingly, the Massand Transfers should be set aside, avoided, and recovered under 11 U.S.C. §§ 544 and 550, 26 U.S.C. § 6502, and applicable state law, against all initial and subsequent transferees and/or entities for whose benefit the transfers were made.

COUNT XXIV
Breach of Contract Arising Out of Hunter Mountain Note
(Against Hunter Mountain and Rand)

321. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

322. On December 21, 2015, HCMLP and Hunter Mountain entered into the Hunter Mountain Note, pursuant to which Hunter Mountain agreed to pay HCMLP $63 million at an interest rate of 2.61% per annum.

323. Rand is a guarantor on the Hunter Mountain Note.

324. Pursuant to the Hunter Mountain Note, accrued interest and principal is due and payable in accordance with an amortization schedule attached to the note.

325. Hunter Mountain breached the Hunter Mountain Note by failing to make the payments due under the note on December 21, 2019 and December 21, 2020.

326. On May 3, 2021, HCMLP sent a demand letter to Hunter Mountain stating that the Hunter Mountain Note was in default and therefore, pursuant to the "Remedies" section of the note, all principal, interest, and any other amounts due and owing on the Hunter Mountain Note are immediately due and payable. As of May 5, 2021, that amount was more than $72 million, with interest continuing to accrue.

327. The Hunter Mountain Note is currently in default. Pursuant to the Hunter Mountain Note, HCMLP is entitled to damages from Hunter Mountain and Rand in an amount equal to all unpaid principal and interest, in addition to HCMLP's cost of collection, including attorneys' fees.

COUNT XXV
Conversion
(Against Dondero and Ellington)

328. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

329. In February 2018, HE Capital 232 and its wholly-owned subsidiary, HE Capital 232 Property obtained the HE Capital 232 Proceeds and placed them in an escrow account maintained by HCMLP's counsel, Wick Phillips, "pending distribution of the proceeds to the direct and indirect interest owners in [HE Capital 232 Property]."

330. On March 2, 2018, Wick Phillips disbursed a portion of those funds from the escrow account. The Remaining HE Capital 232 Proceeds, worth approximately $2.98, were never disbursed to HCMLP.

331. HCMLP owned, had possession of (through its counsel Wick Phillips), or had entitlement to possession of the Remaining HE Capital 232 Proceeds.

332. The Remaining HE Capital 232 Proceeds had been held for safekeeping, were intended to be kept segregated, specific and identifiable money, in the form they were received, and not subject to a claim by anyone other than HCMLP.

333. Upon information and belief, Dondero and Ellington directed Wick Phillips to withhold the Remaining HE Capital 232 Proceeds in a scheme to funnel the money to themselves through shell companies that they owned in the Cayman Islands. Indeed, on June 4, 2018, at Ellington's direction, Wick Phillips disbursed the remainder of the proceeds to Maple FS, a so-called fiduciary services company in the Cayman Islands, which subsequently transferred the full amount to Grey Royale Ltd., a Cayman Islands shell company owned and controlled by Dondero and Ellington.

334. Dondero's and Ellington's acts manifest a clear repudiation of HCMLP's rights in the Remaining HE Capital 232 Proceeds.

COUNT XXVI
Unjust Enrichment
(Against Dondero)

335. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

336. As set forth above, Dondero caused HCMLP to enter into myriad intercompany note transactions with other Dondero Entities in order to, among other things: (i) fund distributions to himself and his loyalists; (ii) inject funds into other entities he owns; and (iii) obtain personal tax benefits. Now, Dondero is actively spearheading an expensive, frivolous litigation campaign against HCMLP, through these same Dondero Entities, in order to avoid or delay their repayment obligations.

337. Dondero exploited HCMLP by using it to pursue goals that did not benefit HCMLP. Dondero orchestrated myriad transactions and schemes designed to benefit himself and other Dondero Entities at the expense of HCMLP, including but not limited to: (i) the lifeboat scheme; (ii) distributions from HCMLP to himself and certain trusts he owned and controlled during periods when HCMLP was insolvent; and (iii) intercompany transactions involving various Dondero Entities that distributed cash throughout his vast web of entities. Dondero unjustly profited from these schemes, either by directly transferring value to himself (*e.g.*, through distributions) or by using HCMLP money in order to seed business activities and investments that would accrue to his own personal benefit. Likewise, Dondero was willing to harm HCMLP even when it would seem economically irrational for him to do so, such as when he caused HCMLP to incur more in legal fees pursuing a vendetta against Daugherty than the total funds Daugherty was owed.

338. Dondero, together with Ellington, caused HCMLP's counsel to improperly divert approximately $3 million of HCMLP cash being held in an escrow account to an entity that they owned and controlled in the Cayman Islands.

339. Dondero obtained personal services from individuals who were employed and paid by HCMLP, including with respect to private business ventures.

340. Plaintiff seeks restitution from Dondero and an order from this Court disgorging all payments, transfers, profits, fees, benefits, incentives, and other things of value obtained by him as a result of the unjust conduct set forth above.

COUNT XXVII
Unjust Enrichment
(Against Ellington and Leventon)

341. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

342. Ellington and Leventon were employees of HCMLP who received millions of dollars in compensation. However, each of them understood and performed their duties as functionaries for Dondero. As such, both Ellington and Leventon subordinated the interests of HCMLP to the interests of Dondero, and actively participated in and implemented his schemes to divert value from HCMLP. Portions of Ellington's and Leventon's compensation was consideration for their willingness to elevate Dondero's interests over those of HCMLP.

343. Together with Dondero, Ellington caused HCMLP's counsel to improperly divert approximately $3 million of HCMLP cash being held in an escrow account to an entity that they owned and controlled in the Cayman Islands.

344. Ellington and Leventon engaged in willful and wanton misconduct that gave rise to more than $350 million in allowed claims against HCMLP. Among other things, Ellington

and Leventon participated in the scheme to evade UBS collection efforts by fraudulently transferring assets to Sentinel.

345. Plaintiff seeks restitution from Ellington and Leventon and an order from this Court disgorging all payments, transfers, profits, fees, benefits, incentives, and other things of value obtained by them as a result of the unjust conduct set forth above.

COUNT XXVIII
Unjust Enrichment
(Against NexPoint and HCMFA)

346. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

347. The lifeboat scheme was perpetrated primarily through NexPoint and HCMFA. NexPoint and HCMFA utilized HCMLP's employees to perform management and advisory services that HCMLP had directly provided, and should have continued to provide directly. Neither NexPoint nor HCMFA fairly compensated HCMLP for the use of its employees or resources.

348. HCMLP provided substantial financial support for NexPoint and HCMFA, including in the form of note agreements. Both NexPoint and HCMFA have defaulted on their debts to HCMLP and are currently pursuing expensive, frivolous litigation against HCMLP in an effort to evade their payment obligations.

349. NexPoint and HCMFA were effectively HCMLP in disguise, conducting HCMLP's business, with HCMLP's employees, operating out of HCMLP's office, beginning with HCMLP's contracts.

350. Through their exploitation of HCMLP, NexPoint and HCMFA received tens or hundreds of millions of dollars of profits.

351. Plaintiff seeks restitution from NexPoint and HCMFA and an order from this Court disgorging all payments, transfers, profits, fees, benefits, incentives, and other things of value obtained by them as a result of the unjust conduct set forth above.

COUNT XXIX
Unjust Enrichment
(Against Massand Capital and SAS)

352. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

353. Massand Capital received millions of dollars in payments from HCMLP under the Massand Consulting Agreements. Nevertheless, Massand Capital was aware that it was not performing any services on behalf of HCMLP. Rather, Massand Capital was performing services on behalf of SAS. HCMLP received no benefit under the Massand Consulting Agreements.

354. HCMLP employees performed work for SAS. Indeed, at least four HCMLP even receiving SAS email addresses. SAS did not compensate HCMLP for these services.

355. SAS has profited from the services performed by Massand Capital and from the use of HCMLP's employees and resources.

356. Plaintiff seeks restitution from Massand Capital and SAS and an order from this Court disgorging all payments, transfers, profits, fees, benefits, incentives, and other things of value obtained by them as a result of the unjust conduct set forth above.

COUNT XXX
Unjust Enrichment
(Against CLO Holdco)

357. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

358. Dondero, acting through HCMLP, fraudulently induced HarbourVest to purchase 49% of HCLOF for approximately $75 million, with a commitment to fund an additional $75 million. CLO Holdco was the beneficiary of the funds invested by HarbourVest. HCMLP received no benefit from the HarbourVest investment. Nevertheless, HarbourVest filed a proof of claim against HCMLP for fraudulently inducing the HarbourVest investment, and HCMLP was ultimately forced to settle with HarbourVest by providing them with $80 million in allowed claims, in exchange for a transfer of HarbourVest's interests in HCLOF to a new entity designated by HCMLP. As a result of Dondero's conduct, however, the HCLOF interests were then worth significantly less than the face amount of HarbourVest's allowed claim.

359. Plaintiff seeks restitution from CLO Holdco and an order from this Court disgorging all payments, transfers, profits, fees, benefits, incentives, and other things of value obtained by it as a result of its unjust receipt and use of the proceeds of the HarbourVest investment.

COUNT XXXI
Avoidance and Recovery of the One-Year Transfers as Preferential Transfers under 11 U.S.C. §§ 547 and 550
(Against Dondero and Ellington)

360. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

361. Dondero and Ellington are insiders of HCMLP.

362. As set forth below, within one year of the Petition Date, HCMLP made payments to Dondero of $4,755,2017 and payments to Ellington of $326,225 (the "Alleged Expense Transfers" and the "March 28, 2019 Repayment Transfer," as set forth below, and collectively the "One-Year Transfers"):

March 28, 2019 Repayment Transfer		
Date	Transferee	Amount
March 28, 2019	Dondero	$3,750,000
Alleged Expense Transfers		
Date	Transferee	Amount
October 31, 2018	Dondero	$8,986
November 15, 2018	Dondero	$65,078
November 15, 2018	Ellington	$1,296
December 14, 2018	Dondero	$115,481
December 31, 2018	Dondero	$548
December 31, 2018	Ellington	$5,150
January 15, 2019	Dondero	$96,786
January 15, 2019	Ellington	$60
January 31, 2019	Dondero	$38,628
February 15, 2019	Dondero	$42,435
February 15, 2019	Ellington	$102
February 28, 2019	Dondero	$19,063
March 15, 2019	Dondero	$50,771
March 29, 2019	Dondero	$21,935
March 29, 2019	Ellington	$60
April 15, 2019	Dondero	$60,191
April 30, 2019	Dondero	$7,164
April 30, 2019	Ellington	$60
May 15, 2019	Dondero	$89,257
May 15, 2019	Ellington	$365
May 31, 2019	Dondero	$38,804
June 14, 2019	Dondero	$82,710
June 28, 2019	Dondero	$7,605
June 28, 2019	Ellington	$60
July 15, 2019	Dondero	$47,006
July 15, 2019	Ellington	$60
July 31, 2019	Dondero	$748
August 15, 2019	Dondero	$85,059
August 30, 2019	Dondero	$12,714
August 30, 2019	Ellington	$205,788
September 13, 2019	Dondero	$56,763
September 30, 2019	Dondero	$24,498
September 30, 2019	Ellington	$60
October 15, 2019	Dondero	$32,977

October 15, 2019	Ellington	$60
October 15, 2019	Ellington	$113,105
Total	Dondero	$4,755,207
Total	Ellington	$326,226

363. The One-Year Transfers were made on account of antecedent debt.

364. HCMLP was insolvent when each One-Year Transfer was made.

365. Each One-Year Transfer enabled Dondero and Ellington to receive more than they would have if (i) the One-Year Transfers had not been made; and (ii) Dondero and Ellington received payment on account of the debt paid by the One-Year Transfers to the extent provided by the Bankruptcy Code.

366. Each One-Year Transfer constitutes an avoidable preference pursuant to Section 547(b) of the Bankruptcy Code.

367. Plaintiff is entitled to an order and judgment under 11 U.S.C. §§ 547 and 550 that each of the One-Year Transfers is avoided and recoverable.

COUNT XXXII
Avoidance and Recovery of the Alleged Expense Transfers as Constructive Fraudulent Transfers Under 11 U.S.C. §§ 544, 548, and 550, and Other Applicable Law
(Against Dondero and Ellington)

368. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

369. To the extent the Alleged Expense Transfers do not constitute reimbursement for valid expenses, they constitute constructive fraudulent transfers that were made to or for the benefit of Dondero and Ellington.

370. At the time of each Alleged Expense Transfer, HCMLP was insolvent, was engaged or was about to engage in business or a transaction for which the remaining assets of HCMLP were unreasonably small in relation to the business or transaction, and/or believed or

reasonably should have believed that HCMLP would incur debts beyond HCMLP's ability to pay as they became due.

371. HCMLP received less than reasonably equivalent value in exchange for each of the Alleged Expense Transfers. Indeed, HCMLP received no value for the Alleged Expense Transfers, each of which was a gratuitous transfer from HCMLP to or for the benefit of Dondero and Ellington.

372. Each Alleged Expense Transfer is voidable as a constructively fraudulent transfer. Accordingly, each Alleged Expense Transfer should be set aside, avoided, and recovered under 11 U.S.C. §§ 544, 548, and 550, and Delaware and Texas law, as applicable, against all initial and subsequent transferees and/or entities for whose benefit the transfers were made.

COUNT XXXIII
Avoidance and Recovery of the Alleged Expense Transfers as Intentional Fraudulent Transfers Under 11 U.S.C. §§ 544, 548, and 550, and Other Applicable Law
(Against Dondero and Ellington)

373. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

374. To the extent the Alleged Expense Transfers do not constitute reimbursement for valid expenses, they constitute intentional fraudulent transfers that were made to or for the benefit of Dondero and Ellington.

375. Dondero was HCMLP's Chief Executive Officer, President, Co-Chief Investment Officer, and Co-Founder. Ellington was HCMLP's Chief Legal Officer and General Counsel until he was terminated for cause in January 2021 for acting in a manner adverse to HCMLP's interest. Dondero exercised complete control over HCMLP, and Ellington

acquiesced to and profited from schemes orchestrated by Dondero to enrich Dondero, Ellington, and HCMLP's direct and indirect owners.

376. To that end, Dondero and Ellington caused HCMLP to make the Alleged Expense Transfers with actual intent to hinder, delay, and defraud HCMLP's creditors, which intent is demonstrated by, among other things, the following badges and direct indications of fraud:

(a) Dondero and Ellington were insiders of HCMLP;

(b) although Dondero and Ellington assert that the Alleged Expense Transfers constitute reimbursement for valid expenses, on information and belief, there is no factual basis for that assertion;

(c) before the Alleged Expense Transfers were made, HCMLP had been sued and Dondero and Ellington believed HCMLP's legal exposure rendered it insolvent;

(d) HCMLP, through Dondero, was engaged in a multi-faceted scheme to remove assets from HCMLP and conceal them from HCMLP's creditors, which involved both siphoning HCMLP's valuable business opportunities through newly-created "lifeboat" entities and siphoning HCMLP's value through HCMLP Distributions (among other means);

(e) HCMLP, through Dondero, was engaged in a multi-faceted scheme to remove assets from HCMLP and conceal them from HCMLP's creditors, which involved siphoning HCMLP's value through the Alleged Expense Transfers (among other means);

(f) HCMLP received less than reasonably equivalent value (and in fact, received zero consideration) in exchange for the Alleged Expense Transfers;

(g) at the time of each Alleged Expense Transfer, HCMLP (i) was insolvent, (ii) was engaged in a business or transaction for which its remaining assets were unreasonably small in relation to the business or transaction; and/or (iii) intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they came due;

(h) Dondero and Ellington made the Alleged Expense Transfers during a period when they believed HCMLP would be forced to file for bankruptcy as a result of looming contingent liabilities, and effected the transfers in order to siphon value so that such value would not be available to satisfy HCMLP's creditors.

377. Each Alleged Expense Transfer is voidable as an intentionally fraudulent transfer. Accordingly, each of the Alleged Expense Transfers should be set aside, avoided, and recovered under 11 U.S.C. §§ 544, 548, and 550, and Delaware and Texas law, as applicable, against all initial and subsequent transferees and/or entities for whose benefit the transfers were made.

COUNT XXXIV
Disallowance of Claims Under Sections 502(b), 502(d), and 502(e) of the Bankruptcy Code
(Against Dondero, Ellington, Leventon, Waterhouse, and CPCM)

378. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

379. Each of Dondero, Ellington, Leventon, and Waterhouse filed multiple proofs of claim in HCMLP's bankruptcy case. Moreover, Ellington, Leventon, and Waterhouse

transferred certain of their alleged claims against HCMLP to CPCM. The claims that Dondero, Ellington, Leventon, Waterhouse, and CPCM currently have outstanding against HCMLP are set forth below (collectively, the "Proofs of Claim").

Claim No.	Filed By	Description	Amount
138	Dondero	• Expense reimbursement for expenses paid for HCMLP and "various related entities"	Not less than $100,000
142	Dondero	• Indemnification for acts performed or omitted to be performed on behalf of HCMLP.	Undisclosed
188	Dondero	• Contingent claim related to possible efforts to collect on various promissory notes. In the event collection efforts are made, Dondero asserts the notes were issued by him for funds in lieu of compensation.	Notes total $69,471,056.08
214	Leventon	• Indemnification for acts performed or omitted to be performed on behalf of HCMLP; • Damages for wrongful termination.	Undisclosed
216	CPCM (transferred by Leventon)	• Performance bonuses for 2018; • Deferred performance awards for 2016 through 2018.	$687,594.79 (as of January 30, 2021)
217	CPCM (transferred by Waterhouse)	• Performance bonuses for 2018; • Deferred performance awards (2016 through 2018); • Compensation in accordance with the terms of the Senior Employee Stipulation (as defined in claim).	$1,514,105.57 (as of January 30, 2021)
218	Waterhouse	• Indemnification for acts performed or omitted to be performed on behalf of HCMLP; • Vacation and paid time off.	$24,676.92 (liquidated) plus undisclosed amount for indemnification
244	CPCM (transferred by Ellington)	• Performance bonuses for 2018; • Deferred performance awards for 2015 through 2018.	$3,074,408.16 (as of January 30, 2021)
255	Ellington	• Vacation and paid time off.	$38,900.40 (liquidated)

380. Dondero, Ellington, and Waterhouse owed fiduciary duties to HCMLP in their capacities as officers of HCMLP. Leventon owed fiduciary duties to HCMLP in his capacity as counsel to HCMLP.

381. The Proofs of Claim are all subject to disallowance under Section 502(b). As set forth above, Dondero, Ellington, Leventon, and Waterhouse have committed multiple breaches of their fiduciary duties to HCMLP, including in connection with the SAS, Massand, Sentinel, Acis, and Crusader schemes. Ultimately, Dondero, Ellington and Leventon were terminated on account of their conduct. Because of this misconduct and their repeated breaches of fiduciary duty, Dondero, Ellington, Leventon, and Waterhouse are no longer entitled to their compensation-related claims, including any claims for vacation, paid time off, or bonuses or similar awards, whether individually held or transferred to CPCM.

382. Moreover, pursuant to the Tall Pine scheme, each of Ellington, Leventon, and Waterhouse received surreptitious payments from various Dondero Entities. Ellington, Leventon, and Waterhouse did not perform any services in exchange for these fees; rather, the payments were on account of deferred compensation that is currently requested in the Proofs of Claim. Therefore, Ellington's and Leventon's Proofs of Claim for compensation-related payments should, at a minimum, be reduced by the amount of the payments these individuals received from the Dondero- and Ellington-controlled payments as part of the Tall Pine scheme.[28]

[28] Waterhouse's proof of claim should also be reduced in an amount equal to what Waterhouse received in the Tall Pine scheme; however, HCMLP is seeking a reduction of Waterhouse's claim pursuant to the Waterhouse Motion.

383. For these same reasons, Leventon's claim for wrongful termination should be disallowed, as he was terminated for cause in January 2021 for acting in a manner adverse to HCMLP's interests.

384. HCMLP's Code of Ethics required all employees of HCMLP to "devote their full time and efforts to the business of the Company;" "adhere to the highest standards of ethical conduct," and "disclose any activities that may create an actual or potential conflict of interest between the Employee, the Company and/or any Client." Indeed, the Code required employees to submit a required disclosure form and receive approval from the Chief Compliance Officer prior to: (1) serving as a director, officer, general partner or trustee of, or as a consultant to, any business, corporation or partnership, including family owned businesses and charitable, non-profit and political organizations; (2) accepting a second job or part time job of any kind or engaging in any other business outside of the HCMLP; or (3) receiving compensation of any nature, directly or indirectly, from any person, firm, corporation, estate, trust or association, other than HCMLP, whether as a fee, commission, bonus or other consideration such as stock, options or warrants. Upon information and belief, no such form was submitted by Ellington, Leventon, or Waterhouse in connection with the Tall Pine scheme.

385. Further, any Proof of Claim transferred or assigned to CPCM should be disallowed under Section 502(b) because Ellington's, Leventon's, and Waterhouse's: (1) performance bonuses are non-transferable under the terms of HCMLP's annual bonus plan; (2) deferred performance awards are non-transferable under the terms of HCMLP's deferred incentive plan; and (3) deferred performance awards are non-transferable under their respective Contingent Bonus Award Agreements. Pursuant to those agreements governing payment of

performance bonuses and deferred performance awards, any transfer of such awards to CPCM are null and void and create no obligation or liability of HCMLP.

386. To the extent CPCM's Proofs of Claim seek payment for any deferred performance awards or annual bonus awards allegedly payable to Ellington, Leventon, and Waterhouse, those claims should be disallowed because (i) all amounts due and owing under such awards have already been paid, (ii) such amounts are subject to offset as set forth above, or (iii) Ellington's, Leventon's, and Waterhouse's employment with HCMLP was terminated prior to the vesting date of those awards. Any such awards were automatically forfeited at the end of their respective employments.

387. To the extent the Proofs of Claim seek payment for indemnification, those claims should similarly be disallowed. Dondero, Waterhouse, and Leventon claim they are generally entitled to indemnification for "all acts performed or omitted to be performed on behalf of or in connection with [HCMLP]'s business" pursuant to Article 4.1(h) of the Fourth Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P. (the "Previous LPA") and the Resolution of the Board of Directors of Strand Advisor, Inc., dated May 12, 2020 (the "Resolution"). The Previous LPA ceased to be operative upon the effective date of the Plan. The Plan required entry into the current limited partnership agreement (which did not include any indemnification for Dondero, Leventon, or Waterhouse) and also expressly disclaimed any prior indemnification claims. Further, under the terms of the Previous LPA and the Resolution, HCMLP has no obligation to indemnify Dondero, Leventon, or Waterhouse for any conduct that constitutes gross negligence or willful or wanton misconduct. Therefore, to the extent that the indemnification claims arose from conduct constituting gross negligence or

willful or wanton misconduct (whether detailed in this Complaint or not) such claims should be disallowed.

388. As set forth above, Dondero is a transferee of transfers avoidable under sections 544 and 548 of the Bankruptcy Code, and property is recoverable from Dondero under section 550 of the Bankruptcy Code. Accordingly, pursuant to section 502(d), all claims asserted by Dondero should be disallowed unless and until Dondero pays to Plaintiff the value of any transfer avoided pursuant to this Complaint.

389. Dondero's, Leventon's, Ellington's, and Waterhouse's claims for indemnification should be similarly disallowed pursuant to Section 502(e)(1)(B). Until such liabilities are established, the claims for indemnification are contingent. And because the purported claims for indemnification are for actions made on behalf of HCMLP, HCMLP could be co-liable. Therefore, these contingent claims for indemnification should be disallowed on that basis pursuant to Section 502(e)(1)(B).

390. The Proofs of Claim should be disallowed and expunged in their entirety pursuant to section 502 of the Bankruptcy Code.

391. Plaintiff expressly reserves its right to supplement or amend this objection to the Proofs of Claim and any other proof of claim. Plaintiff hereby reserves all objections and defenses to the Proofs of Claim and any other proof of claim filed in the bankruptcy proceeding.

COUNT XXXV
Disallowance or Subordination of Claims Under
Section 502 and 510 of the Bankruptcy Code
(Against Dondero, Dugaboy, Get Good, Okada, MAP #1, MAP #2, and Hunter Mountain)

392. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

393. Each of Dondero, Dugaboy, Get Good, Okada, MAP #1, MAP #2, and Hunter Mountain filed unripe proofs of claim in HCMLP's bankruptcy case arising from a tax audit currently being conducted by the Internal Revenue Service (the "IRS"). The claims that Dondero, Dugaboy, Get Good, Okada, MAP #1, MAP #2, and Hunter Mountain currently have outstanding against HCMLP are set forth below (collectively, the "Unripe Proofs of Claim").

Claim No.	Filed By	Description	Amount
70	Hunter Mountain	• Indemnification for obligations related to a secured promissory note	$60,298,739
113	Dugaboy[29]	• Potential claims against HCMLP related to HCMLP's 2008 tax return, which is being audited. • Potential claims against HCMLP related to failure to make tax distributions to its limited partners for certain years between 2004 and 2018.	Undisclosed
120	Get Good	• Potential claims against HCMLP related to HCMLP's 2008 tax return, which is being audited. • Potential claims against HCMLP related to failure to make tax distributions to its limited partners for certain years between 2004 and 2018.	Undisclosed
128	Get Good Non Exempt Trust No. 1	• Potential claims against HCMLP related to HCMLP's 2008 tax return, which is being audited. • Potential claims against HCMLP related to failure to make tax distributions to its limited partners for certain years between 2004 and 2018.	Undisclosed
129	Get Good Non Exempt Trust No. 2	• Potential claims against HCMLP related to HCMLP's 2008 tax return, which is being audited. • Potential claims against HCMLP related to failure to make tax distributions to its	Undisclosed

[29] Dugaboy has two other proofs of claim on file (Claim Nos. 131 and 177). HCMLP previously objected to these claims [Docket Nos. 2796, 2819] and they are subject to a separate proceeding.

		limited partners for certain years between 2004 and 2018.	
135	Okada	• Potential claims against HCMLP related to HCMLP's 2008 tax return, which is being audited. • Potential claims against HCMLP related to failure to make tax distributions to its limited partners for certain years between 2004 and 2018.	Undisclosed
137	MAP #1	• Potential claims against HCMLP related to HCMLP's 2008 tax return, which is being audited. • Potential claims against HCMLP related to failure to make tax distributions to its limited partners for certain years between 2004 and 2018.	Undisclosed
139	MAP #2	• Potential claims against HCMLP related to HCMLP's 2008 tax return, which is being audited. • Potential claims against HCMLP related to failure to make tax distributions to its limited partners for certain years between 2004 and 2018.	Undisclosed
141	Dondero	• Potential claims against HCMLP related to HCMLP's 2008 tax return, which is being audited. • Potential claims against HCMLP via Dondero's trusts related to failure to make tax distributions to its limited partners for certain years between 2004 and 2018.	Undisclosed
145	Dondero	• Potential claims against HCMLP as successor-in-interest to The Canis Major Trust, a limited partner of HCMLP, related to HCMLP's 2008 tax return, which is being audited. • Potential claims against HCMLP as successor-in-interest to The Canis Major Trust, a limited partner of HCMLP, related to HCMLP's failure to make tax distributions to its limited partners for certain years between 2004 and 2018.	Undisclosed

394. The Unripe Proofs of Claim are contingent on the IRS assessing tax liability against HCMLP's former limited partners and may never materialize against HCMLP. For example, Strand is currently defending an IRS audit and a determination as to the limited partners' tax liability is expected prior to year end. If the tax audit determines that there is no tax exposure, the Unripe Proofs of Claim will be moot. However, to the extent these Unripe Proofs of Claim mature into claims against HCMLP, they should be disallowed or subordinated pursuant to Section 502 or Section 510.

395. Further, Hunter Mountain's Proof of Claim should be disallowed. Hunter Mountain amended its Proof of Claim on April 8, 2020. Hunter Mountain later entered into a settlement agreement and withdrew its amended Proof of Claim in connection with that settlement. Although its original Proof of Claim remains on the ledger, Hunter Mountain's amended Proof of Claim superseded the original Proof of Claim and was withdrawn. The original Proof of Claim, accordingly, should be disallowed.

396. Plaintiff expressly reserves its right to supplement or amend this objection to the Unripe Proofs of Claim and any other proof of claim. Plaintiff hereby reserves all objections and defenses to the Unripe Proofs of Claim and any other proof of claim filed in the bankruptcy proceeding.

COUNT XXXVI
Disallowance or Subordination of Claims Under Section 502 and 510 of the Bankruptcy Code
(Against CLO Holdco)

397. Plaintiff repeats and realleges the allegations in all prior paragraphs as if fully set forth herein.

398. On April 8, 2020, CLO HoldCo filed Claim No. 133 seeking approximately $11 million (the "CLO Holdco Claim"). The basis of the CLO HoldCo Claim was that CLO Holdco purchased a participation interest in certain interests that HCMLP held in the Crusader Fund.

399. HCMLP acquired the interests in the Crusader Fund that are the subject of the CLO Holdco Claim in violation of the Joint Plan and Scheme. HCMLP released its claim on those interests in connection with HCMLP's settlement with the Redeemer Committee. Accordingly, CLO Holdco is not entitled to any value on account of the CLO Holdco Claim. In recognition of this fact, on October 21, 2020, CLO Holdco amended its claim to seek $0.

400. Additionally, CLO Holdco subsequently agreed to withdraw the CLO Holdco Claim. Nevertheless, CLO Holdco has failed to date to actually withdraw the claim, notwithstanding the Reorganized Debtor's request. Accordingly, out of an abundance of caution, and to the extent that CLO Holdco attempts to pursue the CLO Holdco Claim, the Litigation Trustee objects to the CLO Holdco Claim, and the CLO Holdco Claim should be disallowed in its entirety or subordinated.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the Court enter judgment in favor of Plaintiff and against Defendants as follows:

A. awarding Plaintiff damages against, and disgorgement and restitution from each Defendant in an amount to be determined at trial;

B. setting aside, avoiding, and granting recovery of the HCMLP Distributions;

C. setting aside, avoiding, and granting recovery of the CLO Holdco Transfer;

D. setting aside and avoiding the payment obligations under the Massand Consulting Agreement;

E. setting aside, avoiding, and granting recovery of the Massand Transfers;

F. setting aside and avoiding the transfers of management and advisory agreements to HCMFA and NexPoint;

G. setting aside, avoiding, and granting recovery of the One-Year Transfers;

H. disallowing or subordinating the Proofs of Claim and, to the extent applicable, the Unripe Proofs of Claim and the CLO Holdco Claim;

I. awarding Plaintiff pre- and post-judgment interest at the maximum rate permitted by law;

J. awarding Plaintiff his attorneys' fees, costs, and other expenses incurred in this action; and

K. awarding Plaintiff such other and further relief as the Court deems just and proper.

Dated: October 15, 2021
Dallas, Texas

Respectfully submitted,

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Case No. 3:21-cv-01895-D

THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS

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

Reorganized Debtor.

HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P., NEXPOINT ADVISORS, L.P., and THE DUGABOY INVESTMENT TRUST,

Appellants,

v.

HIGHLAND CAPITAL MANAGEMENT, L.P.,

Appellee.

On Appeal from the United States Bankruptcy Court
for the Northern District of Texas, Case No. 19-34054-sgj11
Hon. Stacey G. C. Jernigan

APPELLEE'S MOTION TO DISMISS APPEAL AS EQUITABLY MOOT

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EXHIBIT

Y

Appellee Highland Capital Management, L.P. ("Debtor" or "Highland"), respectfully moves this Court to dismiss as equitably moot Appellants' appeal from the Bankruptcy Court's *Order Approving Debtor's Motion for Entry of an Order (I) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (II) Granting Related Relief* (the "Order").[1]

PRELIMINARY STATEMENT

This Circuit has long recognized that there are circumstances in which appellate courts can no longer equitably "order fundamental changes in reorganization cases." *Hilal v. Williams* (*In re Hilal)*, 534 F.3d 498, 500 (5th Cir. 2008) (quoting *Manges v. Seattle-First Nat'l Bank (In re Manges)*, 29 F.3d 1034, 1039 (5th Cir. 1995)). That doctrine of equitable mootness safeguards third parties' reasonable reliance on an unstayed bankruptcy court's order and avoids value-destructive attempts to unwind the many intricate transactions that take place in reliance on those orders. While the doctrine is most commonly applied to an appeal of a confirmation order, it may apply in other contexts when unraveling a bankruptcy court's order would imperil the rights of third parties or the success of a chapter 11 plan.

[1] Concurrently herewith, Highland is filing the *Appendix in Support of Appellee's Motion to Dismiss Appeal as Equitably Moot* (the "Appendix"). Citations to the Appendix are notated as follows: Ex. #, Appx. #. The Order is Ex. 1, Appx. 1-4.

On February 22, 2021, the Bankruptcy Court entered the Confirmation Order[2] confirming Highland's Plan.[3] The Plan contemplates the monetization of Highland's assets using a governance structure that leverages the substantial knowledge and experience of the independent parties installed during the bankruptcy case (the "Independent Managers") to oversee the monetization. Because of the frivolous and vexatious litigation of Highland's founder, James Dondero,[4] the Independent Managers would not work for the Reorganized Debtor without assurance that their indemnification rights, which are senior to creditor claims, would be honored. Accordingly, the Effective Date of the Plan was conditioned on, among other things, the procurement of directors and officers insurance ("D&O Insurance"). Despite extensive efforts to source coverage, the Debtor was unable to obtain reasonable D&O Insurance because of the litigation history and adversarial relationship with Mr. Dondero.

In lieu of D&O Insurance, Highland decided to create an indemnity trust (the "Indemnity Trust") to secure the various indemnification obligations under the Plan.

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[2] "Confirmation Order" means the *Order Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (ii) Granting Related Relief*. Ex. 2, Appx. 5-166.

[3] "Plan" means the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)*, including certain amendments filed on February 1, 2021. Ex. 3, Appx. 167-233. All capitalized terms used but not defined herein have the meanings given to them in the Plan.

[4] Mr. Dondero's litigiousness has resulted in nearly twenty open litigation matters in the Bankruptcy Court, this Court, Texas state court, and the Fifth Circuit Court of Appeals.

The Independent Managers agreed to accept their positions if the Bankruptcy Court approved the Indemnity Trust. Accordingly, Highland filed the Indemnity Trust Motion[5] and disclosed that it would waive the condition to the Effective Date that required D&O Insurance and go effective *only* if the Indemnity Trust were approved. The Indemnity Trust Motion was granted, and the Plan went effective on August 11, 2021.

Appellants, however, now seek to overturn the creation of the Indemnity Trust and effectively put the Independent Managers' indemnification rights at risk and cause the Independent Managers to resign, thereby preventing the substantially consummated Plan from succeeding. Jeopardizing the Plan at this stage is not a viable option. Appellants' appeal is equitably moot, and all three factors used to evaluate equitable mootness favor dismissal of the appeal.

First, there is no dispute that Appellants did not obtain a stay of the Order pending appeal; they did not seek one. Appellants also failed to obtain a stay of the Confirmation Order, which they implicitly challenge.[6] Appellants, and the other

[5] "Indemnity Trust Motion" means *Debtor's Motion for Entry of an Order (i) Authorizing the (a) Creation of an Indemnity Subtrust and (b) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief*. Ex. 4, Appx. 234-260.

[6] The only parties appealing the Confirmation Order are James Dondero, Appellants, and certain other entities Mr. Dondero owns and/or controls (collectively, the "Dondero Entities"). Ex. 2, Appx. 25.

Dondero Entities, requested a stay, but failed to satisfy any court that they met the standards for obtaining temporary relief from the Bankruptcy Court's order.

Second, the Plan *has* gone effective and *has* been substantially consummated. Since the Effective Date, there has been a flurry of activity consummating the Plan. New legal entities have succeeded the Debtor. A third party, with no prior role in the case, has infused $45 million in exit financing into the reorganized entities and done so based upon the expectation that the Independent Managers would oversee the monetization. And significant distributions have already been made to numerous creditors—including sizable payments to settle previously outstanding, but now resolved, litigation against the estate.

Finally, requiring Highland to modify the Plan at this stage would materially harm third parties and jeopardize the Plan's success. Granting the appeal would jeopardize the Independent Managers' indemnification rights if they are sued for actions taken, and to be taken, to implement and consummate the Plan. As discussed below, indemnification in this case is exceedingly important. The risk of frivolous and vexatious litigation from Appellants, Mr. Dondero, and other entities owned and controlled by Mr. Dondero, is real (and already occurring). The Independent Managers would not have accepted their roles or taken steps to consummate the Plan without the Indemnity Trust, and they will resign without the protections afforded by the Indemnity Trust. Without these individuals, Highland will be rudderless, and

Highland's general unsecured creditors' (99.8% in amount of which voted for the Plan) receipt of distributions on their claims will be placed in serious jeopardy.

Eliminating the guarantee that the indemnification rights will be honored, a guarantee relied on by the Independent Managers and a condition to Plan effectiveness, would cause chaos to the substantial and irreversible detriment of all parties who have relied on the Plan and Confirmation Order. The Court should dismiss this appeal as equitably moot.

BACKGROUND

As the Bankruptcy Court aptly recognized, this is anything but a "garden variety Chapter 11 case."[7] Ex. 2, Appx. 11. Highland, a registered investment advisor responsible for a complex web of funds and portfolios, was not pushed into bankruptcy by high loan debt, depressed cash flows, or any of the other usual reasons that companies find themselves in financial trouble. *Id.*, Appx. 13-14. Rather, Highland was compelled to seek bankruptcy protection because of an onslaught of litigation and judgments against it resulting from its history as an aggressive "serial litigator." *Id.*, Appx. 14. Indeed, nearly all of Highland's major creditors were either entities that held awards or claims against it or vendors or attorneys that worked for

[7] A comprehensive summary of Highland's bankruptcy case and related background facts is found in Appellee's Brief on the merits of the appeals filed contemporaneously with this motion.

Highland during its various litigation campaigns but had not been paid. *Id.*, Appx. 16.

Highland's litigious history foreshadowed its litigious bankruptcy. Indeed, Mr. Dondero[8] threatened to "burn the place down" if he didn't get his way during plan negotiations. *Id.*, Appx. 58. He did not get his way, and since then he and his related entities, including Appellants, have challenged every jot and tittle through (and beyond) confirmation of Highland's reorganization Plan. *Id.*, Appx. 61-62.[9]

Nevertheless, with the assistance of accomplished bankruptcy mediators, Highland and its key constituencies settled their differences and agreed on the terms of Highland's reorganization. *Id.*, Appx. 20-21. In a resolution that the bankruptcy court called "nothing short of a miracle," Highland's Plan proposed to form a Claimant Trust and Litigation Sub-Trust to manage and sell assets, and pursue claims against, among others, Appellants, over the period of time necessary to accomplish its tasks for the benefit of Highland's creditors (including its many

[8] Mr. Dondero was removed (with his agreement) from his control positions with the Debtor effective January 9, 2020 at the request of the Unsecured Creditors' Committee (the "Committee") and the U.S. Trustee who were concerned about the Debtor's ability to act as a fiduciary because of Dondero's well-known history of self-dealing, fraud, and other misconduct. On that date, the Bankruptcy Court approved a corporate governance settlement which created both an independent board of directors and well as certain operational protocols. *Id.*, Appx. 16-18.

[9] This pattern of harassment has continued post-confirmation. Since confirmation, additional lawsuits have been filed by Appellants and the other Dondero Entities, among other actions filed by still other Dondero-related entities, and Highland has been forced to defend against actions taken by Dondero and other Dondero-related entities with contempt motions, which have been granted. Exhibit 5 (Appx. 261-275) to the Appendix lists the substantial litigation involving Mr. Dondero and Highland in furtherance of his strategy of harassment.

litigation adversaries). *Id.* That settlement and the resulting Plan allowed Highland to avoid a free-fall liquidation and fire-sale of its assets that would have been to the detriment of all its creditors. Not surprisingly, creditors holding 99.8% of the value of the general unsecured claims against Highland supported the Plan. *Id.*, Appx. 11.

To ensure the Plan's success, end the constant litigation, and allow Highland's successors to focus on maximizing creditor distributions through an orderly monetization of its assets, the Plan (i) enjoined actions designed to interfere with the Plan's implementation and consummation (the "Injunction"), (ii) exculpated certain parties for their acts taken in support of the Plan that were not grossly negligent, taken in bad faith, willful, or criminal (the "Exculpation"), and (iii) required the Bankruptcy Court to pre-approve certain lawsuits against Highland's successors and other bankruptcy participants as being colorable before they could be filed and proceed in whatever court would have jurisdiction over such claims (the "Gatekeeper Provision"). *See generally* Ex, 2, Appx. 53-30; Ex. 3, Appx. 221-223; 224-225. These three "Plan Protections," the Bankruptcy Court found, are "integral elements of the transactions incorporated into the Plan"; "inextricably bound with the other provisions of the Plan"; and "confer material benefits on, and are in the best interests of, the Debtor, its Estate, and its creditors." Ex, 2, Appx. 53-54.

Although Highland was able to resolve most parties' objections to its Plan prior to confirmation, the Dondero Entities (including Appellants) persisted in

challenging the Plan Protections and certain other key plan provisions. The Bankruptcy Court held a two-day evidentiary hearing, after which it denied the Dondero Entities' objections and entered an order confirming the Plan on February 22, 2021. *See generally Id.* In doing so, the bankruptcy court acknowledged Mr. Dondero as a "serial litigator" who owns or controls Appellants and the other Dondero Entities, each of which is "marching pursuant to the orders or Mr. Dondero." *Id.*, Appx. 25. The Bankruptcy Court explicitly questioned the Dondero Entities, including Appellants', "good faith" in objecting to the Plan, especially given the "noteworthy" "remoteness of their economic interests" in the issues they were raising and in the estate more generally. *Id.*, Appx. 22-23. The Bankruptcy Court explained that, based on the record, it had "good reason to believe that these parties are not objecting to protect economic interests they have in the Debtor but to be disruptors." *Id.* The mere fact that Mr. Dondero "wants his company back," the court emphasized, "is not a good faith basis to lob objections to the Plan." *Id.*, Appx. 23.

The Dondero Entities, including Appellants, appealed,[10] and sought a stay of the Confirmation Order from the Bankruptcy Court,[11] the District Court[12] and this

[10] D.I. 1957, 1966, 1970, and 1972.

[11] D.I. 1955, 1967, 1971, and 1973.

[12] District Court Case Nos. 3:21-cv-550 (Docket No. 5); 3:21-cv-538, 3:21-cv-539 and 3:21-cv-546 (consolidated).

Court.[13] Every court from which the Dondero Entities sought a stay nevertheless denied their applications and permitted the Plan to go effective and be consummated.[14] [15] [16]

One of the conditions to the Effective Date was the procurement of D&O Insurance to protect the Independent Managers against Mr. Dondero's frivolous and vexatious litigation by guaranteeing a source of recovery for potential indemnification claims, including defense costs. Ex. 2, Appx. 19-20. The Independent Managers were unwilling to assume their positions if there was a risk that the Claimant Trust, the Reorganized Debtor, or the Litigation Sub-Trust would be unwilling or unable to satisfy their indemnification obligations under the Plan (the "Indemnification Obligations"), which obligations were senior to prepetition Claims against Highland. However, following entry of the Confirmation Order, Highland encountered difficulty obtaining reasonable D&O Insurance precisely because of the insurance industry's familiarity with Mr. Dondero's vast history of litigation, his litigiousness in Highland's bankruptcy, and the threat that he (and his controlled entities) would continue litigating anything and everything well beyond the Effective Date.

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[13] Fifth Cir. Case No. 21-10449, Document 515869234.
[14] D.I. 2084 and 2095.
[15] Fifth Cir. Case No. 21-10449, Document 515906886.
[16] District Court Case Nos. 3:21-cv-550, Docket No. 18.

To enable the Plan to become effective, Highland, working closely with the Committee, began investigating alternatives to traditional D&O Insurance and determined the creation of the Indemnity Trust was the most attractive alternative. The Indemnity Trust was structured as a special purpose vehicle – capitalized by the Reorganized Debtor – that would secure the Indemnification Obligations.

Although D&O Insurance was a condition to the Effective Date, Highland disclosed to the Bankruptcy Court that it would waive that condition *only* if the Indemnity Trust were approved as it would fill the gap and provide the Independent Managers the assurance they needed to implement and consummate the Plan.

On June 25, 2021, Highland, with Committee support, filed the Indemnity Trust Motion[17] seeking authority to create and fund the Indemnity Trust. Appellants were the only parties to object to the Indemnity Trust Motion. The Bankruptcy Court rejected Appellants' challenge and entered the Order. Appellants appealed but did not seek a stay of the Order.

Because the Indemnity Trust Motion was granted, the Indemnity Trust was created and funded, and Highland's Plan went effective on August 11, 2021. Since

[17] The Indemnity Trust does not change the amount or priority of distributions under the Plan. Highland reserves all rights it may have to challenge Appellants' appeal of the Order, and nothing herein shall be deemed a waiver of such rights.

the Effective Date, numerous transactions and events have taken place, including the creation and funding of the Indemnity Trust.[18]

For example, a $45 million exit facility with Blue Torch Capital ("Blue Torch") has been consummated (the "Exit Facility"), under which Blue Torch has already funded (i) a $25 million term note issued by the Reorganized Debtor and (ii) a $20 million term note issued by a portfolio company indirectly owned by the Reorganized Debtor (the "Portfolio Company"). Blue Torch provided the Exit Facility with the understanding that the Independent Managers would be around to oversee the monetization of Highland's assets. Moreover, all claims required to be paid on the Effective Date (approximately $2.2 million) have been paid and distributions totaling $5.1 million have been paid to holders of allowed Convenience Class Claims. And Highland has assumed contracts necessary for the Reorganized Debtor's and Claimant Trust's operation—including contracts under which they manage 20 collateralized loan obligations with approximately $700 million in assets—and made cure payments in the amount of $525,000 to the applicable counterparties.

In addition, as set forth in the *Declaration of James P. Seery, Jr.* (the "Seery Declaration") (Ex. 6, Appx. 276-287), filed in support of this Motion:

[18] While the Plan has been substantially consummated, the process of monetizing assets continues and is anticipated to result in substantial distribution to Highland's general unsecured creditors.

- The Debtor's prepetition limited and general partnership interests have been cancelled and cease to exist and the post-petition court-approved independent directors have resigned.

- A Claimant Trust has been established as a Delaware liquidating trust, and new limited partnership interests have been issued to the Claimant Trust as the sole limited partner of the Reorganized Debtor.

- HCMLP GP LLC ("New GP") has been incorporated as a wholly owned subsidiary of the Claimant Trust, and is the Reorganized Debtor's general partner.

- All of the Debtor's former assets have been transferred to the Reorganized Debtor or to the Claimant Trust, as applicable.

- The Reorganized Debtor obtained a new EIN as of the Effective Date, employs 12 people under employment contracts and is withholding taxes under the new EIN.

- James P. Seery, Jr., has been appointed the Reorganized Debtor's chief executive officer and the Claimant Trustee of the Claimant Trust and oversees the operations and management of the Reorganized Debtor and Claimant Trust.

- The Claimant Trust's owners are the Claimant Trust Beneficiaries, comprised of the holders of Class 8 and Class 9 claims under the Plan.

- The Claimant Trust Oversight Committee ("Oversight Committee") has been appointed to manage and oversee the Claimant Trust and consists of designees of two of the largest creditors of the Debtor and a third independent director with no prior involvement with Highland or the bankruptcy case.

- A Litigation Sub-Trust also has been created, as a sub-trust of the Claimant Trust, and Marc Kirschner has been appointed as the Litigation Trustee. Mr. Kirschner is a senior managing director at Teneo, and had no involvement with Highland prior to his 2021 retention as a litigation consultant to the Committee. Mr. Kirschner is actively investigating the Debtor's causes of action and anticipates filing lawsuits on such causes of action on or before October 16, 2021.

- The ownership of certain Estate Claims, as defined in the Plan, has been transferred to the Litigation Sub-Trust.

- The Indemnity Trust has been established as a special-purpose-vehicle collateral trust to secure any obligations to indemnify claims that arise against the Reorganized Debtor, Claimant Trust, Litigation Sub-Trust, Claimant Trustee, Litigation Trustee, or Oversight Committee members.

- The Indemnity Trust has been funded with $2.5 million cash from the Reorganized Debtor and a note issued by the Reorganized Debtor, the Claimant Trust, and the Litigation Sub-Trust in an amount equal to $25 million less the value of assets held by the Indemnity Trust.

- The Exit Facility is fully guaranteed by the Reorganized Debtor, the Claimant Trust, and the Reorganized Debtor's material operating subsidiaries and secured by substantially all of those guarantors' assets.

- The $5.1 million already paid to unsecured creditors holding allowed Class 7 Convenience Claims represents 77% of all Class 7 claims filed. The process of resolving and paying additional Convenience Claims is ongoing.

- All claims required to be paid in cash on the Effective Date have been paid. These claims totaled approximately $2.2 million in the aggregate and included a cash payment to major litigation creditor Acis as required under the Acis settlement agreement.

- Class 2 secured creditor Frontier State Bank ("Frontier") has been paid all accrued and unpaid interest outstanding on the Frontier note in the approximate amount of $500,000, and the Reorganized Debtor has issued the New Frontier Note to Frontier in the principal amount of approximately $5.2 million secured by approximately $23 million of the Reorganized Debtor's assets.

- Payments in the aggregate amount of $165,412 have been made to holders of Other Secured, Priority Non-Tax and Priority Tax Claims.

- Due to the occurrence of the Plan's effective date, Jefferies, a secured creditor of Highland, has withdrawn its claim against the Debtor.

Mr. Seery also makes clear in his Declaration that, because of Mr. Dondero's litigiousness, Mr. Seery and the other Independent Managers would not have agreed to (i) serve, respectively, as the chief executive officer of the Reorganized Debtor, the Claimant Trustee, the Litigation Trustee, or as members of the Oversight Committee or (ii) assist in carrying out the transactions contemplated by the Plan in each case without the Indemnity Trust and will not remain in those roles unless the Indemnity Trust remains in existence.[19]

Despite third-party reliance on the Indemnity Trust and the substantial consummation of the Plan, Appellants argue that the Indemnity Trust should be undone and that the Independent Managers who relied on the Indemnity Trust to consummate the Plan should be without any assurance that the Indemnification Obligations owed to them will be fulfilled.

ARGUMENT

A bankruptcy appeal "is equitably moot" whenever the plan "has been so substantially consummated that a court can order no effective relief even though there may still be a live dispute between the parties." *TNB Fin., Inc. v. James F. Parker Interests (In re Grimland, Inc.)*, 243 F.3d 228, 231 (5th Cir. 2001). The Fifth

[19] Mr. Seery's concerns regarding Mr. Dondero's litigiousness are not just theoretical. Mr. Dondero, through his controlled entities, has actively sought to sue Mr. Seery for actions taken during the bankruptcy both directly and indirectly in this Court and in others. *See* Ex. 5, Appx. 266. These actions resulted in the Bankruptcy Court holding Mr. Dondero, among others, in contempt. *In re Highland Capital Mgmt., L.P.*, 2021 Bankr. LEXIS 2074 (Bankr. N.D. Tex. Aug. 3, 2021).

Circuit has repeatedly emphasized that "there is a point beyond which [appellate courts] cannot order fundamental changes in reorganization cases." *In re Hilal*, 534 F.3d at 500 (quoting *In re Manges*, 29 F.3d at 1039). Dismissal on equitable-mootness grounds thus "rests on the need for finality, and the need for third parties to rely on that finality, in bankruptcy proceedings." *In re Grimland*, 243 F.3d at 231. Although equitable mootness is generally applied in the plan confirmation context, it may be applied in other situations where the relief requested would materially affect third parties, the success of a plaan, or have "substantial secondary effects." *See New Indus. V. Byman (In re Sneed Shipbuilding, Inc.)*, 914 F.3d 1000 (5th Cir. 2019) (leaving open the possibility that an appeal is equitably moot if a plan is "complex" and its "implementation has substantial secondary effects).

When determining whether an appeal should be dismissed as equitably moot, the Fifth Circuit has articulated a three-part inquiry: (1) whether a stay was obtained, (2) whether the plan has been "substantially consummated," and (3) whether the relief requested would affect either the rights of parties not before the court or the success of the plan. *Bank of New York Trust Co., NA v. Official Unsecured Creditors' Comm. (In re Pac. Lumber Co.)*, 584 F.3d 229, 240 (5th Cir. 2009). All three of those factors demonstrate the equitable mootness of Appellants' appeal.

A. Appellants Did Not Obtain a Stay Pending Appeal.

"The first question in a mootness inquiry is whether the appellants secured a stay to prevent execution of the Plan." *In re Berryman Prods., Inc.*, 159 F.3d 941, 944 (5th Cir. 1998). In that regard, it makes no difference whether Appellants tried to secure a stay; the only relevant issue is whether they actually obtained one. *Id.* (rejecting argument that the diligent but unsuccessful pursuit of stay is sufficient); *see also In re UNR Indus., Inc.*, 20 F.3d 766, 770 (7th Cir. 1994) ("A stay not sought, and a stay sought and denied, lead equally to the implementation of the plan of reorganization.")

Here, Appellants did not seek a stay of the Order, and no stay was granted. Appellants and the other Dondero Entities did seek a stay of the Confirmation Order, which is implicitly challenged by this appeal. But their stay motions were denied, and the confirmed Plan was allowed to go effective and be consummated notwithstanding their pending appeals.

B. The Plan Has Been Substantially Consummated.

The Bankruptcy Code defines "substantial consummation" as the "(A) transfer of all or substantially all of the property proposed by the plan to be transferred; (B) assumption by. . . the successor to the debtor. . . of the business or of management of all or substantially all of the property dealt with by the plan; and

(C) commencement of distribution under the plan." 11 U.S.C. § 1101(2).[20] Highland's plan has been substantially consummated.

First, all of the property of the Debtor's estate has been transferred to the Reorganized Debtor or Claimant Trust pursuant to the Plan. Ex. 6, Appx. 284. The Estate Claims (*i.e.*, certain causes of action that formerly belonged to the Debtor) have been transferred to the Litigation Sub-Trust. *Id*. The general and limited partnership interests of the Debtor have been extinguished. *Id.* The independent directors have all resigned their positions. *Id.*

Second, the Reorganized Debtor and Claimant Trust have completely taken over the management of Highland's business and former property for purposes of managing an orderly wind-down of its asset portfolios and making further distributions to creditors. *Id*. The new corporate ownership structure contemplated by the Plan has been put into place, and the Independent Managers have accepted their appointments. The Reorganized Debtor has issued partnership interests to its sole limited partner, the Claimant Trust, and to New GP, a wholly owned subsidiary of the Claimant Trust. *Id.* The Oversight Committee has been put into place and

[20] Substantial consummation is determined based on the extent of plan consummation at the time this Court reviews the mootness issue. *In re Manges*, 29 F.3d at 1041 ("Mootness is evaluated by the reviewing court, which may take notice of facts not available to the trial court if they go to the heart of the court's ability to review.").

has appointed Mr. Seery the Reorganized Debtor's chief executive officer, as trustee of the Claimant Trust. *Id.*

Finally, distributions to the Debtor's creditors are well underway. As set forth in detail in the Seery Declaration, the Reorganized Debtor has made distributions to various creditors, including Acis, Frontier, and various secured, tax and priority creditors in a total amount of approximately $2.8 million. *Id.*, Appx. 285. Cure payments totaling approximately $500,000 have been paid to counterparties under assumed executory contracts. *Id.*, Appx. 286. An additional $5.1 million has been distributed to the holders of Convenience Class claims, which represents the payment in full of 77% of such claims. *Id.*, Appx. 285.

And that's not all. The Reorganized Debtor also has issued an approximately $6 million new secured note to Frontier, as contemplated by the Plan, and entered into a $45 million fully-funded Exit Facility with Blue Torch, a U.S.-based middle market specialty lender. *Id.* Additionally, the Indemnity Trust has been created and funded with $2.5 million; the Reorganized Debtor, the Claimant Trust, and the Litigation Sub-Trust have also issued a $25 million note to the Indemnity Trust. *Id.*

All of these actions demonstrate the Plan's substantial consummation. This Court has explained that "the 'substantial consummation' yardstick" was adopted as part of the equitable-mootness analysis "because it informs our judgment as to when finality concerns and the reliance interests of third parties upon the plan as

effectuated have become paramount to a resolution of the dispute between the parties on appeal." *U.S. ex rel. FCC v. GWI PCS 1, Inc. (In re GWI PCS 1, Inc.)*, 230 F.3d 788, 801 (5th Cir. 2000) (citing *In re Manges*, 29 F.3d at 1041). Here, the occurrence of substantial consummation of the Plan, as defined by the Bankruptcy Code, makes it more likely that the Plan's reversal or modification will "affect the success of the plan or alter the rights of third parties that have been achieved by its substantial consummation." *Ins. Subrogation Claimants v. U.S. Brass Corp. (In re U.S. Brass Corp.)*, 169 F.3d 957, 961 (5th Cir. 1999). This is particularly true here because of the centrality of the Indemnity Trust to the Plan.

C. Appellants' Requested Relief Would Impair the Plan's Success and the Rights of the Independent Managers and Others Relying on the Plan.

Appellants argue that the Indemnity Trust is an impermissible plan modification. At root, Appellants seek to (i) undermine the indemnification rights of the Independent Managers, who are carrying out the transactions contemplated by the Plan; (ii) cause the Independent Managers to resign for fear of future litigation; and (iii) derail the Plan. Appellants real target through this appeal is the Plan, which includes the Plan Protections the Bankruptcy Court found to be "integral" and "necessary" to the Plan's success (Ex. 2, Appx. 53-54). Ultimately, reversal of the Order, will result in resignation of the Independent Managers, put future distributions to creditors in jeopardy, and upend the reorganization with no guarantee that a new, confirmable plan could emerge.

The Plan Protections, the Bankruptcy Court correctly recognized, are critical to the Independent Managers' willingness to support and participate in the post-Effective Date implementation and consummation of the Plan, and to the success of the wind-down effort. *See* Ex. 2, Appx. 60-63.[21] Similarly, the Indemnity Trust is a necessary component of the Plan and a corollary to the Plan Protections. It secures the Indemnification Obligations and ensures sufficient resources exist to fund those obligations – obligations which will almost certainly be triggered because of Mr. Dondero's litigiousness. Like the Plan Protections, the Independent Managers would have been unwilling to participate in the implementation and consummation of the Plan without the Indemnity Trust and will resign if the protections provided by the Indemnity Trust cease to exist.

Granting the appeal, therefore, jeopardizes the Plan. It also undermines the reasonable reliance of not only the Independent Managers,[22] but Blue Torch and the creditors who have already begun receiving distribution, and could result in the claw back of the nearly $10 million that has already been distributed.

Importantly, Appellants seeking this chaotic return to bankruptcy have no meaningful financial stake in obtaining such an outcome. As the Bankruptcy Court

[21] Appellants did not challenge these findings in their appeals of the Confirmation Order.

[22] The risk to the Independent Managers is not theoretical. They already acted in reliance on the Order when they substantially consummated the Plan, and it is beyond doubt that these individuals will be sued by Mr. Dondero and his controlled entities for those actions even if they resign.

found, "the remoteness of [Appellants'] economic interests is noteworthy" and raises serious "questions" about Appellants' "good faith" in objecting to the Plan (and, now, pursuing these appeals). Ex. 2, Appx. 22-23. Appellants' challenge to the Indemnity Trust (and backdoor challenge to the Confirmation Order) are not designed to vindicate some perceived economic rights that allegedly were trampled by the confirmed Plan or the Indemnity Trust. Rather, it is the Plan's unravelling—full stop—that Appellants are really after. They are, the Bankruptcy Court had "good reason to believe," acting merely as "disruptors." Ex. 2, Appx. 23. Appellants evidently *want* to bring about the turmoil that would follow the upending of the consummated Plan. Perhaps they have designs on somehow managing to rise from those ashes with Mr. Dondero back in control of the estate's assets and its causes of action (including the potential causes of action against Appellants). Or perhaps they are simply making good on Mr. Dondero's explicit threat to "burn the place down" once he was prevented from retaking control.

CONCLUSION

For the foregoing reasons, the appeal should be dismissed as equitably moot.

Dated: October 15, 2021.

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CERTIFICATE OF COMPLIANCE WITH RULE 8013

The undersigned hereby certifies that this Motion complies with the type-volume limitation set by Rule 8013(f)(3) of the Federal Rules of Bankruptcy Procedure. This Motion contains 5,143 words.

/s/ Zachery Z. Annable
Zachery Z. Annable

CERTIFICATE OF SERVICE

I hereby certify that, on October 15, 2021, a true and correct copy of the foregoing Motion was served electronically upon all parties registered to receive electronic notice in this case via the Court's CM/ECF system.

/s/ Zachery Z. Annable
Zachery Z. Annable

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

HIGHLAND CAPITAL MANAGEMENT, L.P., Plaintiff, vs. JAMES DONDERO, NANCY DONDERO, AND THE DUGABOY INVESTMENT TRUST, Defendants.	§	Adv. Proc. No. 21-03003-sgj Case No. 3:21-cv-01010-E

EXHIBIT

Z

HIGHLAND CAPITAL MANAGEMENT, L.P., Plaintiff, vs. HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P., Defendant.	§	Adv. Proc. No. 21-3004 Case No. 3:21-cv-00881-X
HIGHLAND CAPITAL MANAGEMENT, L.P., Plaintiff, vs. NEXPOINT ADVISORS, L.P., JAMES DONDERO, NANCY DONDERO, AND THE DUGABOY INVESTMENT TRUST, Defendants.	§	Adv. Proc. No. 21-3005 Case No. 3:21-cv-00880-C
HIGHLAND CAPITAL MANAGEMENT, L.P., Plaintiff, vs. HIGHLAND CAPITAL MANAGEMENT SERVICES, INC., JAMES DONDERO, NANCY DONDERO, AND THE DUGABOY INVESTMENT TRUST, Defendants.	§	Adv. Proc. No. 21-3006 Case No. 3:21-cv-01378-N

HIGHLAND CAPITAL MANAGEMENT, L.P., Plaintiff, vs. HCRE PARTNERS, LLC (n/k/a NexPoint Real Estate Partners, LLC), JAMES DONDERO, NANCY DONDERO, AND THE DUGABOY INVESTMENT TRUST, Defendants.	§ § § § § § § § § § § § §	Adv. Proc. No. 21-3007 Case No. 3:21-cv-01379-X

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HIGHLAND CAPITAL MANAGEMENT, L.P.'S MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT

Highland Capital Management, L.P., the reorganized debtor and the plaintiff in the above-captioned adversary proceedings ("Highland" or "Plaintiff"), hereby files this memorandum of law in support of its *Motion for Partial Summary Judgment* (the "Motion") on its First and Second Causes of Action.[1] In support of its Motion, Highland states as follows:

I. PRELIMINARY STATEMENT[2]

1. In accordance with its Plan and the clear and unambiguous terms of the Notes, Plaintiff seeks to collect on over $50 million of promissory notes issued by Mr. Dondero and certain entities controlled by him. The Notes were tendered in exchange for hard dollars at a time when Mr. Dondero controlled both the borrower and the lender. Now, Mr. Dondero refuses to make good on his promises to repay the money he borrowed.

2. Plaintiff makes out its prima facie case for summary judgment for Defendants' breach of the Notes. The uncontroverted documentary evidence shows that the Notes are (i) valid, (ii) executed by Defendants and in favor of Highland, and (iii) there is a balance due and owing under the Notes. Defendants fail to rebut Plaintiff's prima facie case because Defendants fail to create a genuine issue of material fact regarding their breach. There is a complete absence of evidence to support each of Defendants' affirmative defenses.

3. Nevertheless, Defendants are certain to contest every single fact and erect countless strawmen regardless of the record in support of their own fabricated stories. But in the

[1] Concurrently herewith, Highland is filing the *Appendix of Exhibits in Support of Highland Capital Management, L.P.'s Motion for Partial Summary Judgment* (the "Appendix"). Citations to the Appendix are notated as follows: Ex. #, Appx. #

[2] Capitalized terms in this Preliminary Statement shall have the meanings ascribed to them below.

end, there will be no evidence to corroborate the Defendants' contentions other than their own self-serving, conclusory, and unsubstantiated assertions. There will be no documents or written communications that credibly support Defendants' story. By contrast, Plaintiffs claims are both simple and buttressed by a mountain of undisputed evidence including contemporaneous written communications, audited financial statements, statements to third parties, books and records, and the plain words of the Defendants and their officers.

4. Plaintiff does not have to prove its case beyond a reasonable doubt or by clear and convincing evidence nor does Plaintiff have the burden of proving that *no* facts are in dispute. Instead, Plaintiff need only show that there is no "genuine" dispute of material fact.

5. Viewed fairly, Plaintiff's evidence is so overwhelming, and Defendants' stories are so weak, that the Court must grant the Motion.

II. STATEMENT OF UNDISPUTED MATERIAL FACTS

A. BACKGROUND[3]

1. The Bankruptcy Case

6. On October 16, 2019 (the "Petition Date"), Highland filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware, Case No. 19-12239 (CSS) (the "Delaware Court").

7. On December 4, 2019, the Delaware Court entered an order transferring venue of Highland's bankruptcy case to the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court") [Bankr. Docket No. 186].[4]

[3] Attached to the Motion as **Exhibit B** is *Plaintiff's List of Parties, Witnesses, and Definitions*.

[4] "Bankr. Docket No. __" refers to the docket maintained by the Bankruptcy Court in case no. 19-34054.

8. On January 22, 2021, Highland filed its *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* [Bankr. Docket No. 1808] (the "Plan").

9. On February 22, 2021, the Bankruptcy 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] (the "Confirmation Order") which confirmed Highland's Plan.[5]

10. On August 11, 2021, the Plan became Effective (as defined in the Plan), and Highland became the Reorganized Debtor (as defined in the Plan). *See Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Bankr. Docket No. 2700].

2. Procedural History

i. Commencement of the Adversary Proceedings

11. On January 22, 2021, Plaintiff commenced the Adversary Proceedings by filing a *Complaint for (I) Breach of Contract and (II) Turnover of Property of the Debtor's Estate* (the "Original Complaints") against each of the Defendants.[6]

12. In its Original Complaints, Plaintiff asserted claims against each Defendant for (i) breach of contract for the Defendant's breach of its respective obligations under the Notes and (ii) turnover by each Defendant for all accrued and unpaid principal and interest due under the

[5] The confirmed Plan included certain amendments filed on February 1, 2021. *See Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)*, Ex. B [Bankr. Docket No. 1875].

[6] *See* Adv. Pro. No. 21-03003 (the "Dondero Action"), Docket No. 1 (the "Dondero Original Complaint"); Adv. Proc. No. 21-03004 (the "HCFMA Action"), Docket No. 1 (the "HCMFA Original Complaint"); Adv. Pro. No. 21-03005 (the "NexPoint Action"), Docket No. 1 (the "NexPoint Original Complaint"); Adv. Proc. No. 21-03006 (the "HCMS Action"), Docket No. 1 (the "HCMS Original Complaint"); and Adv. Pro. No. 21-03007 (the "HCRE Action"), Docket No. 1 (the "HCRE Original Complaint"). The forgoing are collectively referred to as the "Original Complaints."

Notes until the date of payment, plus Plaintiff's cost of collection and reasonable attorney's fees (as expressly provided for under each of the Notes).

ii. Defendants' Motions to Withdraw the Reference

13. Between April and June 2021, the Obligors each filed a similar motion to withdraw the reference (the "Motions to Withdraw") in which the Obligors sought to withdraw the Adversary Proceedings from the Bankruptcy Court to the District Court.

14. In July 2021, the Bankruptcy Court issued Reports and Recommendations (the "R&Rs") to the District Court recommending that the Motions to Withdraw be granted, but that the Bankruptcy Court retain the cases for all pre-trial matters, including the consideration (but not determination) of any dispositive motions.

15. The applicable District Court subsequently adopted the Bankruptcy Court's R&Rs in the NexPoint, HCMS, HCRE, and HCMFA Actions, but the decision on the R&R in the Dondero Action remains pending.

iii. The Adversary Proceedings are Consolidated for Pretrial Purposes

16. The Parties subsequently agreed to, among other things, consolidate discovery for all purposes and coordinate the timing of the service of pleadings (i.e., Plaintiff's amended complaints adding the New Claims against the Duty Defendants and the Defendants' responses thereto). That agreement was memorialized in a *Stipulation and Agreed Order Governing Discovery and Other Pre-Trial Issues* dated August 17, 2021, approved by the Bankruptcy Court on September 6, 2021, and entered in each respective Adversary Proceeding (collectively, the "Discovery Stipulations").

17. In furtherance of the intent reflected in the Discovery Stipulations, and consistent with the related Orders granting Plaintiff's unopposed motions for leave to amend its pleadings, Plaintiff was "deemed to have served the Amended Complaint on the [applicable]

[D]efendant on July 13, 2021," even though the Amended Complaints were not actually filed on the dockets until August 27, 2021.

iv. Plaintiff Files the Amended Complaints

18. On August 27, 2021, Highland filed its Amended Complaints against Mr. Dondero (Ex. 32, Appx. 658-728), NexPoint (Ex. 2, Appx. 22-95), HCMS (Ex. 3, Appx. 96-179), and HCRE (Ex. 4, Appx. 180-263).[7] In the Amended Complaints, Highland added the new claims against new defendants. Specifically, Plaintiff (a) added as defendants (i) Ms. Dondero; (ii) Dugaboy; and (iii) Mr. Dondero, in his capacity as an "aider and abetter" to Dugaboy (collectively, the "Duty Defendants") and (b) asserted claims against the Duty Defendants for (i) declaratory relief; (ii) breach of fiduciary duty; and (iii) aiding and abetting a breach of fiduciary duty, arising from the Duty Defendants' unlawful entry into the Alleged Agreements.[8]

B. HIGHLAND EXTENDS LOANS TO THE OBLIGORS IN EXCHANGE FOR THE NOTES BUT THE OBLIGORS DEFAULT

19. The Obligors are the makers under a series of promissory notes tendered to Highland in exchange for contemporaneous loans and other consideration. These Notes were executed between 2013 and 2019 and are described below.

1. The Demand Notes

20. As the documentary evidence specifically identified below establishes, Mr. Dondero, HCMFA, HCMS, and HCRE each executed certain demand notes, as makers, in favor of Highland (collectively, the "Demand Notes") in exchange for contemporaneous loans as follows:

[7] All of the amendments related to the belated assertion of the Alleged Agreement defense. Plaintiff did not amend its complaint against HCMFA because that entity did not assert the Alleged Agreement defense.

[8] Plaintiff also added claims for actual fraudulent transfer against Mr. Dondero, NexPoint, HCRE, and HCMS because their respective Notes were purportedly all subject to the Alleged Agreement.

i. James Dondero

- a Demand Note in the original principal amount of $3,825,000, executed on February 2, 2018, in favor of Highland (the "First Dondero Note"); (Klos Dec.[9] ¶ 18 at Ex. D); Ex. 125 at 9, Appx. 2357; Ex. 188, Appx. 3001-3002; Ex. 189, Appx. 3003-3004; Ex. 74, Appx. 1338-1340; Ex. 81 (Responses to RFAs 1-3), Appx. 1387; *see also* Ex. 32 ¶ 20, Appx. 664; Ex. 31 ¶ 20, Appx. 647)

- a Demand Note in the original principal amount of $2,500,000, executed on August 1, 2018, favor of Highland (the "Second Dondero Note"); (Klos Dec. ¶ 19 at Ex. E); Ex. 126 at 2, Appx. 2366; Ex. 190, Appx. 3005-3006; Ex. 76, Appx. 1354-1356; Ex. 81 (Responses to RFAs 5-7), Appx. 1387-1388; *see also* Ex. 32 ¶ 21, Appx. 664; Ex. 31 ¶ 21, Appx. 647); and

- a Demand Note in the original principal amount of $2,500,000, executed on August 13, 2018, in favor of Highland (the "Third Dondero Note," collectively with the First Dondero Note and the Second Dondero Note, the "Dondero Notes") (Klos Dec. ¶ 20 at Ex. F); Ex. 126 at 2, Appx. 2366; Ex. 77, Appx. 1357-1359; Ex. 81 (Responses to RFAs 9-11), Appx. 1388; *see also* Ex. 32 ¶ 22, Appx. 664; Ex. 31 ¶ 22, Appx. 647).

ii. HCMFA

- a Demand Note in the original principal amount of $2,400,000, executed on May 2, 2019, in favor of Highland (the "First HCMFA Note") (Klos Dec. ¶ 21 at Ex. G); Ex. 147 at 7, Appx. 2526; Ex. 54, Appx. 870-873; Ex. 55, Appx. 874-875; Ex. 1 (Exhibit 1) Appx. 9-11; Ex. 53, Appx. 866-869); and

- a Demand Note in the original principal amount of $5,000,000, executed on May 3, 2019, in favor of Highland (the "Second HCMFA Note," together with the First HCMFA Note, the "HCMFA Notes") (Klos Dec. ¶ 22 at Ex. H); Ex. 147 at 7, Appx. 2526; Ex. 56; Ex. 1 (Exhibit 2), Appx. 12-15; Ex. 57, Appx. 878-880).

iii. HCMS

- a Demand Note in the original principal amount of $150,000, executed on March 28, 2018, in favor of Highland (the "First HCMS Demand Note") (Klos Dec. ¶ 23 at Ex. I); Ex. 143, Appx. 2487-2490; Ex. 3 (Exhibit 1), Appx. 117-119);

[9] Refers to the *Declaration of David Klos in Support of Highland Capital Management, L.P.'s Motion for Partial Summary Judgment*, being filed concurrently herewith.

- a Demand Note in the original principal amount of $200,000, executed on June 25, 2018, in favor of Highland (the "Second HCMS Demand Note") (Klos Dec. ¶ 24 at Ex. J); Ex. 144, Appx. 2491-2494; Ex. 3 (Exhibit 2), Appx. 120-122);

- a Demand Note in the original principal amount of $400,000, executed on May 29, 2019, in favor of Highland (the "Third HCMS Demand Note") (Klos Dec. ¶ 25 at Ex. K); Ex. 145 at 11, Appx. 2506; Ex. 3 (Exhibit 3), Appx. 123-125); and

- a Demand Note in the original principal amount of $150,000, executed on June 26, 2019, in favor of Highland (the "Fourth HCMS Demand Note," collectively with the First HCMS Demand Note, the Second HCMS Demand Note, and the Third HCMS Demand Note, the "HCMS Demand Notes") (Klos Dec. ¶ 26 at Ex. L); Ex. 146 at 7, Appx. 2516; Ex. 3 (Exhibit 4), Appx. 126-128).

iv. HCRE

- a Demand Note in the original principal amount of $100,000, executed on November 27, 2013, in favor of Highland (the "First HCRE Demand Note") (Klos Dec. ¶ 27 at Ex. M); Ex. 148, Appx. 2533-2536; Ex. 4 (Exhibit 1), Appx. 201-203);

- a Demand Note in the original principal amount of $2,500,000, executed on October 12, 2017, in favor of Highland (the "Second HCRE Demand Note") (Klos Dec. ¶ 28 at Ex. N); Ex. 154 at 7, Appx. 2575; Ex. 4 (Exhibit 2), Appx. 204-206);

- a Demand Note in the original principal amount of $750,000, executed on October 15, 2018, in favor of Highland (the "Third HCRE Demand Note") (Klos Dec. ¶ 29 at Ex. O); (Ex. 155 at 5, Appx. 2585; Ex. 4 (Exhibit 3), Appx. 207-209); and

- a Demand Note in the original principal amount of $900,000, executed on September 25, 2019, in favor of Highland (the "Fourth HCRE Demand Note," collectively with the First HCRE Demand Note, the Second HCRE Demand Note, and the Third HCRE Demand Note, the "HCRE Demand Notes") (Klos Dec. ¶ 30 at Ex. P); Ex. 156 at 6, Appx. 2596; Ex. 4 (Exhibit 4), Appx. 210-212).

21. Except for the date, the amount, the maker, and the interest rate, each of the Demand Notes is identical and includes the following provisions, among others:

> 2. Payment of Principal and Interest. The accrued interest and principal of this Note shall be ***due and payable on demand of the Payee***.
>
> 5. Acceleration Upon Default. ***Failure to pay this Note or any installment hereunder as it becomes due shall***, at the election of the holder hereof, without notice, demand, presentment, notice of intent to accelerate notice of acceleration, or any other notice of any kind which are hereby waived, ***mature the principal of this Note and all interest then accrued, if any, and the same shall at once become due and payable and subject to those remedies of the holder hereof.*** No failure or delay on the part of Payee in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
>
> 6. Waiver. Maker hereby ***waives*** grace, demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices of any kind hereunder.
>
> 7. Attorneys' Fees. If this Note is not paid at maturity (whether by acceleration or otherwise) and is placed in the hands of an attorney for collection, or if it is collected through a bankruptcy court or any other court after maturity, ***the Maker shall pay, in addition to all other amounts owing hereunder, all actual expenses of collection***, all court costs and reasonable attorneys' fees and expenses incurred by the holder hereof.

Ex. 74, Appx. 1338-1340; Ex. 76, Appx. 1354-1356; Ex. 77, Appx. 1357-1359; Ex. 1 (Exhibits 1-2), Appx. 9-15; Ex. 3 (Exhibits 1-4), Appx. 117-128; and Ex. 4 (Exhibits 1-4), Appx. 201-212 (emphases added).

22. On December 3, 2020, Highland made separate demands on Mr. Dondero, HCMFA, HCMS, and HCRE, respectively, for payment of all accrued principal and interest due under the Demand Notes by December 11, 2020. The Demand Letters also included a demand for all costs of collection, including attorneys' fees, as provided in the Notes. Ex. 79, Appx. 1370-1373; Ex. 1 (Exhibit 3), Appx. 16-19; Ex. 3 (Exhibit 5), Appx. 129-132; and Ex. 4 (Exhibit 5), Appx. 213-216 (collectively, the "Demand Letters").

23. Neither Mr. Dondero, nor HCMFA, nor HCMS, nor HCRE made any payments to Highland on account of Notes or otherwise responded to the Demand Letters prior to the commencement of the Adversary Proceedings.

24. Consequently, Mr. Dondero, HCMFA, HCMS, and HCRE breached Section 2 of each Demand Note, and each such Obligor is in default.

25. As of December 11, 2020, the unpaid principal and accrued interest due under the Dondero Notes was $9,004,013.07, and (b) as of December 17, 2021, the unpaid principal and accrued interest due under the Dondero Notes was $9,263,365.05. (Klos Dec. ¶ 37).

26. As of (a) December 11, 2020, the unpaid principal and accrued interest due under the HCMFA Notes was $7,687,653.06, and (b) December 17, 2020, the unpaid principal and accrued interest due under the HCMFA Demand Notes was $7,874,436.09. (Klos Dec. ¶ 40).

27. As of (a) December 11, 2020, the unpaid principal and accrued interest due under the HCMS Demand Notes was $947,519.43, and (b) December 17, 2021, the unpaid principal and accrued interest due under the HCMS Demand Notes was $972,762.81. (Klos Dec. ¶ 45).

28. As of (a) December 11, 2020, the unpaid principal and accrued interest due under the HCRE Demand Notes was $5,012,170.96, and (b) December 17, 2021, the unpaid principal and accrued interest due under the HCRE Demand Notes was $5,330,378.23. (Klos Dec. ¶ 50).

2. The Term Notes

29. As the documentary evidence specifically identified below establishes, on May 31, 2017, Mr. Dondero executed a 30-year term note on behalf of NexPoint (the "NexPoint Term Note"), HCMS (the "HCMS Term Note"), and HCRE (the "HCRE Term Note"),

respectively, each as a maker, in favor of Highland (collectively, the "Term Notes"). (Klos Dec. ¶¶ 27-29).

30. Each of the Term Notes "rolled up" the respective maker's obligations under certain then-outstanding demand notes that were identified as the "Prior Notes" in each Term Note.[10]

31. The following Term Notes are at issue:

- a Term Note signed on NexPoint's behalf in the original principal amount of $30,746,812.23 (the "NexPoint Term Note") (Klos Dec. ¶ 31 at Ex. A); Ex. 2 (Exhibit 1), Appx. 41-44; Ex. 2 ¶ 21, Appx. 28; Ex. 15 ¶ 21);
- a Term Note signed on HCMS's behalf in the original principal amount of $20,247,628.02 (the "HCMS Term Note" and together with the HCMS Demand Notes, the "HCMS Notes") (Klos Dec. ¶ 32 at Ex. R); Ex. 3 (Exhibit 6)); and
- a Term Note signed on HCRE's behalf in the original principal amount of $6,059,831.51 (the "HCRE Term Note" and together with the HCRE Demand Notes, the "HCRE Notes") (Klos Dec. ¶ 33 at Ex. S); Ex. 4 (Exhibit 6)).

32. According to Mr. Waterhouse, Highland loaned money to NexPoint, HCMS, and HCRE to enable those entities to make investments. Ex. 105 at 126:21-129:3.[11]

33. Except for the date, the amount, the maker, the interest rate, and the identity of the Prior Notes (as that term is defined in each Term Note), each of the Term Notes is identical and includes the following provisions, among others:

> 2.1 Annual Payment Dates. During the term of this Note, Borrower shall pay the outstanding principal amount of the Note

[10] Proof of the loans underlying the Prior Notes (as defined in each Term Note) can be found at Exs. 127-141 (HCMS); Exs. 149-153 (HCRE); Exs. 157-161 (NexPoint (the July 22, 2015 Prior Note appears to have been backdated because the underlying loans were effectuated between July 2015 and May 2017 (*see* Ex. 161))).

[11] Highland sought to inquire as to the use of the loan proceeds by NexPoint, HCMS, and HCRE (Exs. 47-49 (Rule 30(b)(6) Topic 3(e))), but (a) those Obligors objected on relevance grounds (Ex. 191; Ex. 98 at 348:18-20), and (b) Mr. Dondero claimed to have no personal knowledge of the purpose of the loans or the borrowers' use of the loan proceeds. Ex. 105 at 420:10-18, 435:17-25, 448:4-13, and 450:3-24.

> (and all unpaid accrued interest through the date of each such payment) in thirty (30) equal annual payments (the **"Annual Installment"**) until the Note is paid in full. ***Borrower shall pay the Annual Installment on the 31st day of December of each calendar year during the term of this Note***, commencing on the first such date to occur after the date of execution of this Note.
>
> 4. Acceleration Upon Default. *Failure to pay this Note or any installment hereunder as it becomes due shall*, at the election of the holder hereof, without notice, demand, presentment, notice of intent to accelerate, notice of acceleration, or any other notice of any kind which are hereby waived, ***mature the principal of this Note and all interest then accrued, if any, and the same shall at once become due and payable and subject to those remedies of the holder hereof.*** No failure or delay on the part of Payee in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
>
> 5. Waiver. Maker hereby ***waives*** grace, demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices of any kind hereunder.
>
> 6. Attorneys' Fees. If this Note is not paid at maturity (whether by acceleration or otherwise) and is placed in the hands of an attorney for collection, or if it is collected through a bankruptcy court or any other court after maturity, ***the Maker shall pay, in addition to all other amounts owing hereunder, all actual expenses of collection,*** all court costs and reasonable attorneys' fees and expenses incurred by the holder hereof.

34. NexPoint, HCMS, and HCRE each failed to make the Annual Installment payment due on December 31, 2020.

35. As of (a) January 8, 2021, the unpaid principal and accrued interest due under the NexPoint Term Note was $24,471,804.98, and (b) December 17, 2021, the unpaid principal and accrued interest due under the NexPoint Term Note was $24,383,877.27.[12] (Klos Dec. ¶ 51).

[12] Total unpaid principal and interest due actually decreased from January 8, 2021 to December 17, 2021 because a payment of $1,406,111.92 made January 14, 2021, which reduced the total principal and interest then-outstanding.

36. As of (a) January 8, 2021, the unpaid principal and accrued interest due under the HCMS Term Note was $6,758,507.81, and (b) December 17, 2021, the unpaid principal and accrued interest due under the HCMS Term Note was $6,748,456.31.[13] (Klos Dec. ¶ 52).

37. As of (a) January 8, 2021, the unpaid principal and accrued interest due under the HCRE Term Note was $6,145,466.84, and (b) December 17, 2021, the unpaid principal and accrued interest due under the HCRE Term Note was $5,899,962.22.[14] (Klos Dec. ¶ 53).

C. THE EVIDENCE OF THE EXISTENCE, VALIDITY AND ENFORCEABILITY OF THE NOTES IS OVERWHELMING

38. As described in more detail below, the existence, validity, and enforceability of the Notes is corroborated by the following undisputed facts:

- Plaintiff's audited financial statements (prepared based on management representation letters signed by Mr. Dondero and Mr. Waterhouse) showed that each of the Notes (including the HCMFA Notes) (a) was carried as an asset on Plaintiff's balance sheet, (b) had a value equal to the unpaid principal and interest then due, and (c) was disclosed without reference to the Alleged Agreement, HCMFA's Mistake Defense, or any other defense;

- HCMFA and NexPoint jointly reported to the Retail Board in October 2020 that they were obligated to pay Highland the amounts due under the HCMFA Notes and the NexPoint Notes, respectively, each without any setoff or reservation;

- Without exception, Plaintiff's contemporaneous books and records recorded the Notes (including the HCMFA Notes) as debts due and owing by each of the Obligors to Plaintiff;

- Without exception, throughout Plaintiff's bankruptcy (including during the period from the Petition Date through January 9, 2020, when Mr. Dondero solely controlled Plaintiff), Plaintiff's bankruptcy filings (most of which were prepared or signed by Mr. Waterhouse) reported the

[13] Total unpaid outstanding principal and interest due actually decreased from January 8, 2021 to December 17, 2021 because a payment of $181,226.83 made January 21, 2021, which reduced the total principal and interest then-outstanding.

[14] Total unpaid principal and interest due actually decreased from January 8, 2021 to December 17, 2021 because a payment of $665,811.09 made January 21, 2021, which reduced the total principal and interest then-outstanding.

Notes (including the HCMFA Notes) as being assets of the Debtor's estate, each without any setoff or reservation;

- The Notes (including the HCMFA Notes) were identified as substantial assets and sources of recovery under Plaintiff's proposed Plan, yet none of the Obligors informed the Court, Plaintiff, or any creditors of any of their purported defenses even though (a) each of them filed a Plan Objection, and (b) the Adversary Proceedings had already been commenced when the confirmation hearing on the Plaintiff's Plan was conducted.

1. Highland Disclosed The Notes In its Audited Financial Statements and Carried them as Assets on its Balance Sheet

39. The undisputed evidence cited below establishes, among other things, that (a) all of the Notes executed through early May 2019 were provided to PwC, Highland's long-time outside auditors, and were described in Highland's audited financial statements; (b) all of the Notes were carried as assets on Highland's balance sheet and were valued in amounts equal to the accrued and unpaid principal and interest without any offset or reservation whatsoever;[15] and (c) neither Highland nor Mr. Dondero disclosed the Alleged Agreement, HCMFA's Mistake Defense, or any other defense to PwC despite having an affirmative obligation to do so under generally accepted accounting principals ("GAAP").

40. PwC's audit process was extensive and took months to complete. Ex. 94 at 9:24-12:14.

41. As part of the process, Highland was responsible for drafting the financial statements and accompanying notes and "management" provided the information that PwC needed

[15] As discussed below, the HCMFA Notes were executed in May 2019, and were fully described in the "Subsequent Events" section of Highland's audited financial statements for the period ending December 31, 2018. Ex. 34 at 39. Because the HCMFA Notes were executed after the end of the fiscal year, they were ***not*** included as "assets" for 2018, and Highland never completed its 2019 audit. Nevertheless, the undisputed evidence also shows that HCMFA (a) disclosed the existence of the HCMFA Notes in the "Subsequent Events" section of its *own* 2018 audited financial statements and (b) carried the HCMFA Notes as liabilities on its *own* balance sheet. Ex. 45 at 17; Ex. 192 at 54:6-9, 54:22-55:8, 55:23-56:3, 56:20-59:3.

to conduct its audits. *Id*. at 14:8-15:14; *see also id.* at 49:11-50:22. All of Highland's employees who worked on the audit reported to Mr. Waterhouse, and Mr. Waterhouse was ultimately responsible for making sure the audit was accurate before it was finalized. Ex. 105 at 87:25-89:10.

42. Before signing off on its audit, PwC required Highland to deliver "management representation letters" that included specific representations that PwC relied upon. Ex. 94 at 16:18-17:20, 23:4-9. *See also* Ex. 105 at 96:24-98:6 (according to Mr. Waterhouse, management representation letters are "required in an audit to help verify completeness.").

43. For at least the fiscal years 2017 and 2018, Mr. Dondero and Mr. Waterhouse signed Highland's management representation letters; their representations were applicable through the date of the audit's completion so that all "material" subsequent events could be included and disclosed. Ex. 33, Ex. 86, Ex. 94 at 17:21-25, 19:2-22:6; *see also* Ex. 105 at 92:4-8, 94:20-95:12.

44. On June 3, 2019, in connection with PwC's audit of Highland's financial statements for the period ending December 31, 2018, Mr. Dondero and Mr. Waterhouse made the following representations to PwC:

- The Affiliated Party Notes represented bona fide claims against the makers, and all Affiliated Party Notes were current as of June 3, 2019 (Ex. 33 ¶11; Ex. 94 at 24:6-25:5);[16]
- If there were any errors in Highland's financial statements, they were not "material" (Ex. 33 ¶32; Ex. 94 at 25:6-26:13);
- There were no "material" transactions or agreements that were not recorded in the financial statements (Ex. 33 ¶34; Ex. 94 at 26:14-27:11);
- All relationships and transactions with, and amounts receivable or payable to or from, related parties were properly reported and disclosed

[16] "Affiliated Party Notes" is the term used by PwC to refer to notes tendered to Highland by officers, employees, or affiliates of Highland. *See generally* Ex. 33; Ex. 94.

in the consolidated financial statements (Ex. 33 ¶35(d); Ex. 94 at 27:12-28:11);

- All related party relationships and transactions known to Mr. Dondero and Mr. Waterhouse were disclosed (Ex. 33 ¶36; Ex. 94 at 28:12-29:5); and

- All subsequent events were disclosed (Ex. 33 (signature page); Ex. 94 at 29:6-30:2).

45. Under GAAP, Highland was required to disclose to PwC (a) all "material" related party transactions and (b) any circumstances that would call into question the collectability of any of the Notes. Ex. 94 at 34:17-35:2, 51:17-52:5, 70:20-71:3.[17]

46. Neither Mr. Dondero nor Highland ever disclosed to PwC (a) the existence or terms of the Alleged Agreement; (b) the existence of any oral or written amendment to any of the Affiliate Notes listed in PwC's 2018 work papers; or (c) that any of the Notes might be forgiven. Ex. 24 (Responses to RFAs 1-2); Ex. 94 at 67:16-70:19, 71:4-74-8, 92:19-93:12; Ex. 105 at 102:2-5.

47. If PwC had learned before June 3, 2019, that any of the Notes (a) might not be collectible, or (b) might be forgiven, or (c) was amended, or (d) would be extinguished based on the fulfillment of certain conditions subsequent, it would have required that fact to be disclosed. Ex. 94 at 74:19-76:12.

48. For purposes of PwC's audit, "affiliate notes" were considered receivables of Highland and were carried as assets on Highland's balance sheet under "Notes and other amounts due from affiliates." Ex. 34 at 2; Ex. 72 at 2; Ex. 94 at 23:10-22, 31:11-33:20; Ex. 105 at 106:20-109:12.

[17] For purposes of the 2017 audit, the "materiality" threshold was $2 million. Ex. 86 at 1. For purposes of the 2018 audit, the "materiality" threshold was $1.7 million or more. Ex. 33 at 1; Ex. 94 at 22:11-23:3. *See also* Ex. 105 at 91:14-93:6.

49. For the 2017 fiscal year, Highland valued "Notes and other amounts due from affiliates" in the aggregate amount of approximately $163.4 million, which then constituted more than 10% of Highland's total assets; for the 2018 fiscal year, Highland valued "Notes and other amounts due from affiliates" in the aggregate amount of approximately $173.4 million, which then constituted more than 15% of Highland's total assets. Ex. 72 at 2; Ex. 34 at 2; Ex. 94 at 33:21-34:2, 51:2-16.

50. The notes to the financial statements described the "Affiliate Notes" that were carried on Highland's balance sheet; management calculated the amounts due and owing to Highland from each Affiliate. Ex. 72 at 30-31; Ex. 34 at 28-29; Ex. 94 at 34:17-36:25; 51:17-53:12; Ex. 105: at 110:22-112:21.

51. The "fair value" of the Affiliate Notes was "equal to the principal and interest due under the notes." Ex. 72 at 30-31; Ex. 34 at 28-29; Ex. 94 at 37:11-39:12; 53:19-25.

52. At the time PwC completed its 2017 and 2018 audits, PwC had no reason to discount the value of any of the Affiliate Notes. Ex. 94 at 39:17-21; 54:2-8.

53. Moreover, as reflected in PwC's work papers, and based on the information provided by Highland and PwC's own independent analysis, PwC concluded that the obligors under each of the Affiliate Notes had the ability to pay all amounts outstanding. Ex. 92; Ex. 93; Ex. 94 at 41:2-45:6, 55:17-60:22, 68:20-25.

54. Note 15 to Highland's 2018 audited financial statements disclosed as a "subsequent event" (*i.e.*, an event occurring after the December 31, 2018 end of the fiscal year and on or before June 3, 2019, the date Mr. Dondero and Mr. Waterhouse signed the management representation letters and PwC completed its audit) the following:

> Over the course of 2019, through the report date, HCMFA issued promissory notes to [Highland] in the aggregate amount of $7.4 million. The notes accrue interest at a rate of 2.39%.

Ex. 34 at 39. *See also* Ex. 94 at 54:9-55:7).

55. There will be no evidence that HCMFA issued any notes to Highland in 2019 other than the HCMFA Notes.

2. In October 2020, HCMFA and NexPoint Jointly Informed The Retail Board of their Obligations under Their Respective Notes

56. The Advisors have contracts to manage certain funds (the "Fund Agreements"). The Fund Agreements are among the most important contracts the Advisors have; HCMFA's Rule 30(b)(6) witness acknowledged that its contracts with the Funds are largely the reason for HCMFA's existence. Ex. 192 at 66:3-67:6.

57. The Funds are purportedly managed by a board (the "Retail Board"). In the fall of each year, the Retail Board must determine whether to renew the Fund Agreements with the Advisors, a process referred to as a "15(c) Review." As part of the 15(c) Review process, the Retail Board requests information from the Advisors. Ex. 99 at 129:17-130:3, Ex. 105 at 32:17-33:6, 168:9-12, 169:9-170:16.

58. Mr. Waterhouse, the Advisors' Treasurer, and Mr. Norris, HCMFA's Executive Vice President, participated in the annual 15(c) Review process with the Retail Board. Ex. 192 at 67:7-68:19; Ex. 105 at 168:13-169:8.

59. In October 2020, as part of its 15(c) Review, the Retail Board asked the Advisors to provide certain information including the following:

> Are there any outstanding amounts currently payable or due in the future (e.g., notes) to HCMLP by HCMFA or NexPoint Advisors or any other affiliate that provides services to the Funds?

Ex. 36 at 3.

60. Ms. Thedford, the Secretary of the Advisors and an employee of Highland, followed up on this particular question, and Mr. Waterhouse directed her to "the balance sheet that was provided to the [Retail Board] as part of the" 15(c) Review. *Id.* at 2.

61. As directed by Mr. Waterhouse, Ms. Thedford (a) obtained the relevant information from the Advisors' June 30, 2020 financial statements and (b) drafted a response that she shared with, among others, Mr. Waterhouse, Mr. Norris (the Advisors' Executive Vice President), and Mr. Post (the Advisors' Chief Compliance Officer). Ex. 35; Ex. 37.

62. Based on HCMFA's June 30, 2020 financial statements, Ms. Thedford sent her draft response to Mr. Waterhouse, Mr. Norris, Mr. Post, and others and reported that "$12,286,000 remains outstanding to HCMLP from HCMFA." Ex. 36 at 1.

63. This amount necessarily included the amounts due under the HCMFA Notes because, as HCMFA has admitted, HCMFA carried the HCMFA Notes as liabilities on its balance sheet and the balance sheet was Ms. Thedford's source of information. Ex. 192 at 54:6-9, 54:22-55:8, 55:23-56:3, 56:20-59:3; Ex. 194 at 117:16-122:15; Ex. 195 at 120:23-122:13.

64. On October 23, 2020, the Advisors provided their final, formal responses to the questions posed by the Retail Board. As to the issue of outstanding amounts currently payable or due to Highland or its affiliates, the Advisors reported as follows:

> As of June 30, 2020, $23,683,000 remains outstanding to HCMLP and its affiliates from NexPoint and $12,286,000 remains outstanding to HCMLP from HCMFA. The Note between HCMLP and NexPoint comes due on December 31, 2047. The earliest the Note between HCMLP and HCMFA could come due is in May 2021. All amounts owed by each of NexPoint and HCMFA pursuant to the shared services arrangement with HCMLP have been paid as of the date of this letter. The Advisor notes that both entities have the full faith and support of James Dondero.

Ex. 59 at 2.

65. Based on the foregoing, there is no dispute that the Advisors -- with the full knowledge of each of their officers and based on HCMFA's own balance sheet -- informed the Retail Board in October 2020 of their unmitigated obligations under the NexPoint Note the HCMFA Notes.

3. Without Exception, the Notes were Disclosed in Highland's Books and Records and Were Consistently Carried as Assets without Discount

66. In addition to its audited financial statements, and without exception, Highland's contemporaneous books and records – before the Petition Date and after -- recorded the Notes as valid debts due and owing by each of the Obligors to Plaintiff.

67. For example, in the Debtor's February 2018 internal monthly reporting package, under the heading "Significant Items Impacting HCMLP's Balance Sheet," the transfer to Mr. Dondero on February 2, 2018 was contemporaneously identified as "($3.8M) partner loan." Ex. 39 at 2. *See also* Ex. 78 at 2 (in the Debtor's August 2018 internal monthly reporting package, under the heading "Significant Items Impacting HCMLP's Balance Sheet," the August 2018 transfers to Mr. Dondero were together contemporaneously identified as "($5.0M) partner loan.").

68. After the Petition Date, but while Mr. Dondero was still in control of Highland, the Debtor filed its *Schedules of Assets and Liabilities* [Docket No. 247] (the "Debtor's Schedules"). The Debtor's Schedules included the Notes among the Debtor's assets. Ex. 40 (excerpts of the Debtor's Schedules showing that Highland (i) disclosed as assets of the estate "Notes Receivable" in the approximate amount of $150 million (Item 71), and (ii) provided a description of the Notes (Exhibit D)).

69. In every one of the Debtor's *Monthly Operating Reports* (the "MORs") filed with the Court (while Mr. Dondero was in control of Highland and after), the Debtor included as

assets of the estate amounts "Due from affiliates" that included the Notes. *See, e.g.,* Ex. 41; Ex. 42; Ex. 88; Ex. 89.[18]

70. Highland's "back-up" to the amounts "Due from affiliates" set forth in the MORs identified the Obligors under the Notes and included all unpaid principal and accrued interest. *See, e.g.*, Exs. 196-198 (the back-up to the "Due from Affiliates" amounts set forth in the MORs for December, September 2020, and January 2021).

71. Relatedly, Highland's accounting group has a regular practice of creating, maintaining and updating on a monthly basis "loan summaries" in the ordinary course of business (the "Loan Summaries"). The Loan Summaries identify amounts owed to Highland under affiliate notes and are created by updating underlying schedules for activity and reconciling with Highland's general ledger. Ex. 199 is an example of a Loan Summary. The Loan Summaries identify each Obligor by reference to the "GL" number used in the general ledger. *See* Ex. 199 (HCMS ("GL 14530"), HCMFA ("GL 14531"), NexPoint ("GL 14532"), HCRE ("GL 14533"), and Mr. Dondero ("GL 14565")).

72. The Loan Summaries were used in connection with the PwC audits and to support accounting entries and year-end balances in the ordinary course of Highland's business. For example, Ex. 199 ties exactly into Ex. 198, the "back up" to the "Due from affiliates" entry in the January 2021 MOR. Docket No. 2020. Klos Dec. ¶¶15-16.[19]

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[18] *See also* Docket No. 405 (October 2019); Docket No. 289 (November 2019); Docket No. 418 (December 2019); Docket No. 497 (January 2020); Docket No. 558 (February 2020); Docket No. 634 (March 2020); Docket No. 686 (April 2020); Docket No. 800 (May 2020), as amended in Docket No. 905; Docket No. 913 (June 2020); Docket No. 1014 (July 2020); Docket No. 1115 (August 2020); Docket No. 1329 (September 2020); Docket No. 1493 (October 2020); Docket No. 1710 (November 2020); Docket No. 1949 (December 2020); and Docket No. 2030 (January 2021).

[19] Colloquially, the Loan Summaries are the "back up" to the "back up." To illustrate, and working backwards, the January 2021 MOR reported that $152,538,000 was "Due from affiliates." Docket No. 2030 (balance sheet). Ex. 198 is the "back up" to the January 2021 MOR and it shows that $152,537,622 was the "Total Due from Affiliates" (the January 2021 MOR rounded up to the nearest thousand). Ex. 199, the Loan Summary, is the "back up" to the "back

4. Recovery on the Notes Was A Significant Component of the Plan Yet the Obligors Remained Silent On the Point Despite Lodging Objections

73. On November 24, 2020, Highland filed its *Disclosure Statement for the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1473]. Included therein were the Debtor's Liquidation Analysis/Financial Projections (the "Projections"). Ex. 90. Among the assumptions supporting the Projections was that "[a]ll demand notes are collected in the year 2021." *Id.* at 173 of 178 (Assumption C).

74. Thus, even though Highland had not yet called the Demand Notes, the Obligors and all parties in interest were put on notice on November 24, 2020, that the Debtor's Projections assumed all Demand Notes would be collected the following year.

75. By early February 2021, Highland had already commenced the Adversary Proceedings to collect on all of the Notes. Consequently, it amended the Projections [Docket No. 1875-1] and modified the assumption concerning the Notes to state "[a]ll demand notes are collected in the year 2021; 3 term notes defaulted and have been demanded based on default provisions; payment estimated in 2021." Ex. 91 at 2 (Assumption C) (the "Assumption").

76. Thus, as of February 1, 2021, on the eve of confirmation, the Obligors and all parties in interest knew the Debtor's Projections, as amended, assumed that all amounts due under the Notes would be collected as part of the Plan.

77. At the confirmation hearing, James P. Seery, Jr., Highland's Chief Executive Officer, testified as to (a) why the Debtor believed the Assumption was reasonable, and (b) how the commencement of the Adversary Proceedings impacted the Projections.

up," and is reconciled with Highland's general ledger. As can be seen, the Loan Summary specifies the outstanding principal amounts due under each Note. *See* Klos Dec. ¶¶15-16.

Mr. Dondero's counsel asked limited questions on cross-examination concerning the Notes. Ex. 206 at 123:23-124:23, 128:23-129:21, 185:8-15.

78. In his closing argument, Mr. Dondero's counsel discussed the Notes and (a) vaguely suggested that there may be "arguments" against the Debtor's assertion that the Term Notes are due and payable and (b) observed that the Notes were not discounted for "collectability issues," but made no mention of the Alleged Agreement, HCMFA's Mutual Mistake defense, or any other defense:

> First, there's the notes; and second, there's the assets. The notes are either long-term or demand notes. Those long-term notes, Mr. Seery will tell you some have been validly accelerated and therefore are now due and payable. I think there's arguments to the contrary. But those long-term notes probably have some both time value of money and collection costs. And then, of course, you have to discount them by collectability issues, too.
>
> I don't believe any analysis went into it, or at least the Court was not provided any data or analysis as to what discounts were applied to those notes. And, therefore, I don't think that this Court can make any determination that the best interests of the creditors have been met.

Ex. 207 at 223:22-224:14.

D. THE OBLIGORS' AFFIRMATIVE DEFENSES

79. The Obligors have asserted various defenses to Plaintiff's claims concerning Counts One and Two and those are addressed below.

1. The Alleged Agreement Defense

80. Over the course of several months, Mr. Dondero cobbled together an affirmative defense premised on an alleged oral agreement pursuant to which all of the Notes would be forgiven based on certain "conditions subsequent" or if certain assets were sold by a third party. After Mr. Dondero settled on that defense, all of the Obligors (except HCMFA) amended their pleadings to adopt the same affirmative defense.

i. The Allegations Materially Changed Over Time

81. In due course, each of the Defendants filed its respective Original Answer.[20] In his Original Answer, Mr. Dondero asserted as his first affirmative defense that "Plaintiff's claims should be barred because it was previously agreed that Plaintiff would not collect on the Notes." Ex. 80 ¶40 (the "Alleged Agreement"). None of the Corporate Obligors asserted the Alleged Agreement or any similar defense in its respective Original Answer.

82. In late March, Highland asked Mr. Dondero to admit, among other things, that he did not pay taxes on the amounts loaned to him but that Plaintiff allegedly agreed not to collect. Ex. 81 (Responses to RFAs 4, 8, and 12). Having been alerted to a fatal flaw in his defense, Mr. Dondero modified his affirmative defense based on the Alleged Agreement to state that: "Plaintiff's claims should be barred because it was previously agreed that Plaintiff would not collect on the Notes *upon fulfillment of conditions subsequent*." Ex. 83 ("Amended Answer") ¶40.

83. On April 15, 2021, about ten days after serving his Amended Answer, Mr. Dondero served his *Rule 26 Initial Disclosures.* Ex. 184 (the "Rule 26 Disclosures"). In his Rule 26 Disclosures, Mr. Dondero specifically identified fifteen (15) "individuals likely to have discoverable information," but his sister, Ms. Dondero, was not among them. *Id.* at 2-5.

84. On April 26, 2021, Mr. Dondero served his sworn *Objections and Answers to Highland Capital Management L.P.'s First Set of Interrogatories*. Ex. 82.

85. In response to an interrogatory that required Mr. Dondero to identify, with respect to each Note, "the person who entered into each [Alleged] Agreement on behalf of the Debtor," Mr. Dondero answered that "[t]he [Alleged] Agreements were entered into on behalf of

[20] Dondero Action, Docket No. 6 (the "Dondero Original Answer"); HCFMA Action, Docket No. 6 (the "HCMFA Original Answer"); NexPoint Action, Docket No. 6 (the "NexPoint Original Answer"); HCMS Action, Docket No. 6 (the "HCMS Original Answer"); and HCRE Action, Docket No. 7 (the "HCRE Original Answer").

the Debtor *by James Dondero* subsequent to the time each note was executed." *Id*. at 4 (Answer to Interrogatory No. 1) (emphasis added).

86. In response to an interrogatory that required Mr. Dondero to identify "every person who James Dondero believes has actual knowledge of each [Alleged] Agreement," Mr. Dondero identified five (5) individuals, including himself, but – like the Rule 26 Disclosures – Mr. Dondero's sister was not among them. *Id.* (Answer to Interrogatory No. 2).

87. It was not until later in discovery that Mr. Dondero identified his sister – someone he failed to include as a person likely to have discoverable information or someone he believed had actual knowledge of each Alleged Agreement – as the person who allegedly bound Plaintiff to the Alleged Agreement, rather than himself.[21]

88. In the weeks that followed, each of the Obligors (except for HCMFA) sought leave from the Court to amend its respective answer to adopt Mr. Dondero's Alleged Agreement defense, contending that it is not liable under any of the Notes because Plaintiff (bound by Ms. Dondero, acting as the Dugaboy Trustee) previously entered into an oral agreement pursuant to which it promised not to collect on the Notes "upon fulfillment of conditions subsequent as a form of compensation to Mr. Dondero."[22]

ii. <u>The Final Version of the "Alleged Agreement" Defense</u>

89. After months of maneuvering, Mr. Dondero, HCMS, HCRE, and NexPoint finally settled on the following affirmative defense based on the Alleged Agreement:

> Plaintiff's claims are barred … because prior to the demands for payment Plaintiff agreed that it would not collect the Notes upon

[21] Ms. Dondero was allegedly acting in her capacity as the Trustee of Dugaboy, a family trust in which Mr. Dondero is the sole beneficiary during his lifetime and that purportedly held a majority of certain of the limited partner interests in Highland. *See* Ex. 31 ¶82.

[22] *See* Ex. 11 (NexPoint's Motion for Leave to Amend); Ex. 14 (NexPoint's First Amended Answer) ¶42; Ex. 8 (HCMS's Motion for Leave to Amend); Ex. 12 (HCMS's First Amended Answer) ¶56; Ex. 9 (HCRE's Motion for Leave to Amend); Ex. 17 (HCRE's Amended Answer) ¶99.

> fulfillment of conditions subsequent. Specifically, sometime between December of the year in which each note was made and February of the following year, [] Nancy Dondero, as representative for a majority of the Class A shareholders of Plaintiff agreed that Plaintiff would forgive the Notes if certain portfolio companies were sold for greater than cost or on a basis outside of James Dondero's control. The purpose of this agreement was to provide compensation to Defendant James Dondero, who was otherwise underpaid compared to reasonable compensation levels in the industry, through the use of forgivable loans, a practice that was standard at HCMLP and in the industry. This agreement setting forth the conditions subsequent to demands for payment on the Notes was an oral agreement; however, Defendant [ ] believes there may be testimony or email correspondence that discusses the existence of this agreement that may be uncovered through discovery in this Adversary Proceeding.

Ex. 31 ¶ 82 ("Dondero's Answer").[23]

iii. No Reasonable Trier of Fact Can Find that the Alleged Agreement Existed

90. For the reasons set forth below, no reasonable trier of fact can find that the Alleged Agreement ever existed.

91. Mr. Dondero could not identify a material term of the Alleged Agreements. Mr. Dondero could not describe a material terms of the Alleged Agreements without relying on a document prepared by counsel. Specifically, without a list prepared by counsel, Mr. Dondero could not identify any of the Notes subject to the Alleged Agreements nor could he recall (i) the number of Notes subject to each Alleged Agreement, (ii) the maker of each Note subject to each Alleged Agreement, (iii) the date of each Note subject to each Alleged Agreement, or (iv) the principal amount of any Note subject to the Alleged Agreements. Ex. 99 at 13:4-28:22.

92. Mr. Dondero's inability to identify the notes subject to the Alleged Agreement is significant because he and HCMFA had other notes outstanding at the same time.

[23] *See also* Ex. 15 ¶83 ("NexPoint's Answer"); Ex. 16 ¶97 ("HCMS's Answer"); and Ex. 17 ¶99 ("HCRE's Answer").

See, e.g., Ex. 43 (January 18, 2018 note executed by Mr. Dondero in the principal amount of $7.9 million); Adv. Pro. 21-03082, Docket No. 1 (Exhibit 1, February 26, 2014 note executed by HCMFA in the principal amount of $4 million) (Exhibit 2, a February 26, 2016 note executed by HCMFA in the principal amount of $2.3 million).

93. Mr. and Ms. Dondero dispute a key aspect of the Alleged Agreements. Mr. and Ms. Dondero disagree on perhaps the most important aspect of the Alleged Agreements; namely, its scope. Ms. Dondero insists that Mr. Dondero identified the notes that are the subject of each Alleged Agreement. Mr. Dondero, on the other hand, disagrees. *Compare* Ex. 100 at 180:8-183:20 *with* Ex. 99 at 79:6-81:23.

94. Mr. Dondero personally caused MGM stock to be sold in November 2019 and failed to declare the Notes forgiven. According to Mr. and Ms. Dondero, all of the Notes would be forgiven if Mr. Dondero sold one of three portfolio companies -- Trussway, Cornerstone, or MGM -- above cost. *See* Ex. 31 ¶82.

95. In November 2019, Mr. Dondero caused the sale of a substantial interest in MGM for $123.25 million, a portion of which was for the Debtor's interest in a fund, but failed to declare all of the Notes forgiven, and remained silent about the Alleged Agreement altogether. *See* Ex. 201 ¶29-30; Ex. 202 ¶14; Ex. 203 ¶1; Ex. 204 at 5 n. 5.

96. Ms. Dondero was not competent to enter into the Alleged Agreements. Under the circumstances, Ms. Dondero was not competent to enter into the Alleged Agreements, and she made no effort to educate herself before purportedly binding Highland. Ms. Dondero:

- had no meaningful knowledge, experience, or understanding of (a) Highland or its business, (b) the financial industry, (c) executive compensation matters, or (d) Mr. Dondero's compensation or whether

he was "underpaid compared to reasonable compensation levels in the industry" (Ex. 100 at 42:22-43:8, 48:7-61:9; 211:8-216:21);[24]

- never reviewed Highland's financial statements (including balance sheets, bank statements, profit and loss statements and statements of operations), never asked to see them, and knew nothing about Highland's financial condition prior to the Petition Date (*Id*. at 61:25-63:13);

- did not know of Highland's "portfolio companies" except for those her brother identified, and as to those, Ms. Dondero did not know the nature of Highland's interests in the portfolio companies, the price Highland paid to acquire those interests, or the value of the portfolio companies (*Id*. at 63:18-80-22; 208:24-210:13);

- never saw a promissory note signed by James Dondero, any other officer or employee of Highland, or any "affiliate" of Highland (*Id*. at 83:14-84:8; 95:3-16; 99:20-100:10; 115:11-116:4; 127:13-128:4; 140:15-141:22, 180:18-23);

- learned (falsely, as shown below) from her brother that Highland allegedly had a "common practice" of forgiving loans, but had no actual knowledge or information concerning any loan that Highland made to an officer, employee, or affiliate that was actually forgiven and made no effort to verify her brother's statement (*Id*. 84:9-92:3-100:11-103:8);

- had no knowledge of NexPoint, HCMS, or HCRE (the Corporate Obligors whose Notes are purportedly subject to the Alleged Agreement), including (a) the nature of their businesses, (b) their relationships with Highland, including whether they provided any services to Highland, (c) their financial condition, or (d) the purpose of the loans made to them by Highland, and their use of the proceeds (*Id*. at 103:19-115:10, 119:5-127:7, 129:5-140:14).

- had no authority under the HCMLP partnership agreement to negotiate and enter into binding agreements on behalf of HCMLP Ex. 2 (Exhibit4).

[24] The only information Ms. Dondero had concerning Mr. Dondero's compensation from Highland was that he "was not highly paid" and that in recent years, "his salary has been roughly less than a million, 500, 700,000 somewhere in that ballpark." Ex. 100 at 51:11-22. This information was false. Ex. 68 (2016 base salary of $1,062,500 with total earnings and awards of $2,287,175); Ex. 50 (2017 base salary of $2,500,024 with total earnings and awards of $4,075,324); Ex. 51 (2018 base salary of $2,500,000 with total earnings and awards of $4,194,925); and Ex. 52 (2019 base salary of $2,500,000 with total earnings and awards of $8,134,500).

97. Mr. Dondero retained Alan Johnson as an executive compensation expert. Mr. Johnson has experience advising boards, compensation committees, and other parties on issues concerning loan forgiveness transactions. Based on his expertise, Mr. Johnson would very likely concur that Ms. Dondero was not competent to enter into the Alleged Agreements on behalf of Highland. Ex. 101 at 12:3-73:17.

98. The Alleged Agreements were kept secret and were never disclosed. The Alleged Agreements were never disclosed by Mr. Dondero or Ms. Dondero:

- Other than Mr. and Ms. Dondero, no one participated in the discussions that led to each Alleged Agreement. Ex. 100 at 190:16-191:17;
- Ms. Dondero and Dugaboy have admitted that (1) neither ever disclosed the existence or terms of the Alleged Agreements to *anyone*, including PwC, Mr. Waterhouse, or Mr. Okada, and (2) neither ever caused Highland to disclose the existence or terms of the Alleged Agreements to the Bankruptcy Court. Exs. 25-26 (Responses to RFAs 1-6, 9-16, responses to Interrogatories 1-2); and
- Mr. Dondero has admitted that he (1) never disclosed the existence or terms of the Alleged Agreements to PwC, Mr. Okada, or the Bankruptcy Court; and (2) never caused Highland to disclose the existence or terms of the Alleged Agreement to the Bankruptcy Court. Ex. 24 (Responses to RFAs 1-2, 5-7, 11-17).[25]

99. No Document Exists that Reflects the Existence or Terms of the Alleged Agreements. No document was created prior to the Petition Date that memorializes or reflects the existence or terms of the Alleged Agreement:

- Neither Dugaboy nor Ms. Dondero (a) ever made a list of the promissory notes that are the subject of the Alleged Agreement; or (b) is otherwise aware of anything in writing that identifies the promissory notes that are the subject of each Alleged Agreement. Ex. 100 at 178:25-180:7, 180:24-181:6.

[25] Mr. Dondero asserts that he informed Mr. Waterhouse about the Alleged Agreement. Ex. 24 (Responses to RFAs 3 and 4). But Mr. Waterhouse testified that he did not learn of the Alleged Agreement until 2021 and even now only knows that it was subject to "milestones" that he cannot identify. Ex. 105 at 65:5-72:14, 82:19-84:7.

- The terms of the Alleged Agreement were never reduced to writing. Exs. 25-26 (Responses to RFAs 7-8, Responses to Interrogatories 3-4); Ex. 100 at 217:2-17.

- Mr. Dondero has admitted that (a) he never wrote down a list of the Notes that are subject to the Alleged Agreement; (b) he is unaware of any document that was created prior to the commencement of the Adversary Proceedings that identifies the Notes subject to the Alleged Agreements; and (c) no document was created prior to the commencement of the Adversary Proceeding that reflects or memorializes the terms of the Alleged Agreements. Ex. 24 (Response to RFA 7); Ex. 99 at 28:24-29:12.

100. Even if the Alleged Agreements existed, they are unenforceable for lack of consideration. Mr. Dondero is the founder of Highland and Highland was the platform he used to support his other businesses, including the Advisors, HCRE, and HCMS. No reasonable trier of fact could conclude that Highland (a) needed to enter into the Alleged Agreements to retain or motivate Mr. Dondero or (b) that Highland received anything of value in exchange for agreeing to forgive over $50 million in valid promissory notes if either (i) Mr. Dondero sold one of the three portfolio companies at a dollar above cost or (ii) the portfolio companies were sold by a third party. Yet, according to Ms. Dondero, "motivating" Mr. Dondero is all Highland received. *See, e.g.*, Ex. 100 at 221:2-225:7.

101. Indeed, Ms. Dondero admitted that she did not know, and had no reason to expect, that Highland would benefit from the sale of the portfolio companies by a third party. She also acknowledged that (a) Highland would not benefit from the Alleged Agreements if a third party sold the portfolio companies at less than cost and (b) the Notes would all be forgiven even if a third party sold the portfolio companies at a price "substantially below cost." Ex. 100 at 201:24-203:11; 227:17-229:14.

102. Mr. Dondero fixed the terms of the Alleged Agreements without negotiation. No aspect of the Alleged Agreement was the subject of negotiation and Ms. Dondero

made no counterproposal of any kind. Indeed, the undisputed facts show that Ms. Dondero never (i) made a counterproposal; (ii) negotiated any aspect of the Alleged Agreements; (iii) asked Mr. Dondero how he selected the portfolio companies; (iv) inquired as to whether Mr. Dondero already had a duty to maximize value; (v) rejected any aspect of Mr. Dondero's proposal; or (vi) rejected or pushed back on Mr. Dondero's proposal that all of the Notes would be forgiven if any of the portfolio companies were sold by a third party. Ex. 100 at 194:16-19, 195:14-199:15.

103. There is No History of Loans Being Forgiven at Highland. Mr. Dondero, NexPoint, HCMS, and HCRE contend that the use of "forgivable loans" was a "practice that was standard at Highland." *See, e.g.*, Ex. 31 ¶82. This is demonstrably false.

104. Mr. Dondero has admitted that Highland disclosed to its auditors all loans of a material amount that Highland ever forgave. Ex. 98 at 426:8-427:15. During his deposition, Mr. Johnson, Mr. Dondero's executive compensation expert, reviewed Highland's audited financial statements for each year from 2008 through 2018 (Ex. 101 at 119:14-189:21) and concluded that (a) Highland has not forgiven a loan to anyone in the world since 2009, (b) the largest loan Highland has forgiven since 2008 was $500,000, (c) Highland has not forgiven any loan to Mr. Dondero since at least 2008, and (d) since at least 2008, Highland has never forgiven in whole or in part any loan that it extended to any affiliate. *Id.* at 189:24-192:10. *See also* Ex. 98 at 422:18-428:14.

2. HCMFA's "Mutual Mistake" Defense

105. HCMFA's primary affirmative defense is that the HCMFA Notes are "void" or "unenforceable" for "lack of consideration," "mutual mistake," and for the "lack of authority from Defendant to Waterhouse to executive the same for Defendant." Ex. 13 ¶ 47.

106. In support of its defense, HCMFA asserts that Mr. Waterhouse signed the HCMFA Notes by mistake and without authority ("HCMFA's Mistake Defense"), and that

Highland's transfer of $7.4 million on May 2 and May 3, 2019 should have been treated "as compensation by the Plaintiff to the Defendant." Ex. 13 ¶ 45.

107. HCMFA specifically contends that, in March 2019, Highland made a "mistake in calculating" the net asset value ("NAV") of certain securities Highland Global Allocation Fund ("HGAF") held in Terrestar (the "NAV Error"). HCMFA maintains that after the NAV Error was discovered in early 2019:

> The Securities and Exchange Commission opened an investigation, and various employees and representatives of the Plaintiff, the Defendant, and HGAF worked with the SEC to correct the error and to compensate HGAF and the various investors in HGAF harmed by the NAV Error. Ultimately, and working with the SEC, the Plaintiff determined that the losses from the NAV Error to HGAF and its shareholders amounted to $7.5 million: (i) $6.1 million for the NAV Error itself, as well as rebating related advisor fees and processing costs; and (ii) $1.4 million of losses to the shareholders of HGAF.
>
> The Defendant accepted responsibility for the NAV Error and paid out $5,186,496 on February 15, 2019 and $2,398,842 on May 21, 2019. In turn, the Plaintiff accepted responsibility to the Defendant for having caused the NAV Error, and the Plaintiff ultimately, whether through insurance or its own funds, compensated the Defendant for the above payments by paying, or causing to be paid, approximately $7.5 million to the Defendant directly or indirectly to HGAF and its investors.

Ex. 13 ¶¶ 41-42.

108. On May 28, 2019, HCMFA sent a memorandum to the Board of Trustees of HGAF to describe the "Resolution of the Fund's" NAV Error, HCMFA did not mention Highland but reported:

> The Adviser and Houlihan Lokey, an independent third party expert valuation consultant approved by the Board, initially determined that the March Transactions were "non-orderly" and should be given "zero weighting" for purposes of determining fair value. As reflected in the consultation, the Adviser ultimately determined that both March Transactions should be classified as "orderly." The fair valuation methodology adopted, as addressed in the consultation, weights inputs and does not reflect last sales transaction pricing

> exclusively in determining fair value. The "orderly determination and adoption of the weighted fair valuation methodology resulted in NAV errors in the Fund (the "NAV Error").

Ex. 182.

109. HCMFA will not offer into evidence any document to establish that (a) it ever told Securities and Exchange Commission that Highland, and not HCMFA, was responsible for the NAV Error; (b) it ever told the HGAF Board that anyone other than HCMFA and Houlihan Lokey were responsible for the NAV Error; or that (c) Highland ever agreed to "compensate" HCMFA for any mistake it may have made with respect to the NAV error. *See* Ex. 192 at 140:7-11.[26]

110. HCMFA Recovers Approximately $5 million Through Insurance to Compensate HGAF for the NAV Error. HCMFA reported to the HGAF Board that the "Estimated Net Loss" from the NAV Error was $7,442,123. Ex. 182 at 2. HCMFA admits that it received almost $5 million in the form of insurance proceeds to fund the loss and had to pay approximately $2.4 million out-of-pocket to fully cover the estimated loss.[27] Despite having received approximately $5 million in insurance proceeds (representing more than two-third of the total loss), HCMFA insists that (a) Highland's subsequent payment of $7.4 million was "compensation" for its negligence and (b) HCMFA was entitled to receive **both** and $5 million in insurance proceeds $7.4 million in "compensation" from Highland even though the total loss was only $7.4 million. HCMFA never told its insurance carrier that Highland was at fault or that Highland paid

[26] While no document exists that corroborates HCMFA's contention that Highland agreed to pay HCMFA $7.4 million as compensation for the NAV Error, HCMFA has identified Mr. Dondero as the person who allegedly agreed to make that payment on behalf of Highland. *Id.* Ex. 192 at 138 at 15-19.

[27] Specifically, HCMFA reported that it (a) received $4,939,520 as insurance proceeds, (b) paid a deductible of $246,976, and (c) after accounting for other sources of capital and expenses, needed an additional payment of $2,398,842 to fully fund the loss. Ex. 182 at 2.

HCMFA $7.4 million as compensation for the same loss the carrier covered. Ex. 192 at 133:14-150:22.

111. After HCMFA filed its claim with ICI Mutual, HCMFA received the $7.4 million from Highland in connection with the Notes. Ex. 192 at 146:20-25.

112. Thus, according to HCMFA, "it received $7.4 million from Highland as compensation, and approximately $5 million from the insurance carrier as compensation for the total receipts of $12.4 million in connection with the [NAV Error]." Ex. 192 at 147:4-11.

113. HCMFA is not aware of (a) anyone on behalf of HCMFA ever informing ICI mutual that it received $7.4 million from Highland on account of the NAV Error, Ex. 192 at 150:3-6, or (b) anyone on behalf of HCMFA ever informing ICI Mutual that HCMFA believed Highland was the cause of the NAV Error, Ex. 192 at 150:19-22. In other words, HCMFA admits that it never told ICI Mutual that Highland made HCMFA "whole" or otherwise compensated HCMFA approximately $5 million dollars in connection with the NAV Error—the same amount HCMFA recovered from ICI Mutual in connection with the NAV Error.

114. Mr. Waterhouse Knew the HCMFA Notes Were Treated as Intercompany Loans. Highland maintained an e-mail group called "Corporate Accounting" that included Mr. Waterhouse, among others. *See, e.g.*, Ex. 194 at 111:6-112:7.

115. On May 2, 2019, David Klos, Highland's Controller, sent an e-mail to the Corporate Accounting group entitled "HCMLP to HCMFA loan" that said:

> Blair, Please send $2,400,000 from HCMLP to HCMFA. This is a new interco loan. Kristin, can you or Hayley please prep a note for execution. I'll have further instructions later today, but please process this payment as soon as possible.

Ex. 54.

116. Thus, on May 2, 2019, Mr. Waterhouse was informed that (a) HCMLP was transferring $2.4 million to HCMFA, and (b) Ms. Hendrix and another HCMLP employee were asked to prepare a promissory note.

117. The next day, on May 3, 2019, Ms. Hendrix sent an e-mail to the Corporate Accounting group that said:

> Blair, Please set up a wire from HCMLP to HCMFA for $5M as a new loan ($4.4M should be coming in from Jim soon).
>
> Hayley, please add this to your loan tracker. I will paper the loan.

Ex. 56.

118. Thus, on May 3, 2019, Mr. Waterhouse was informed that (a) HCMLP was going to make a "new loan" to HCMFA in the amount of $5 million, and (b) Ms. Hendrix was going to "paper the loan." And that's exactly what happened.

119. HCMFA Represented to Third Parties that the HCMFA Notes Were Liabilities. As discussed above, HCMFA represented to the Retail Board in October 2020 as part of the 15(c) Review that as of June 30, 2020, the HCMFA Notes were liabilities of HCMFA. *See* Ex. 59 at 2. Before filing its Original Answer, HCMFA never told anyone that was there was an error in the letter to the Retail Board. Ex. 192 at 125:18-127:2.

120. The HCMFA Notes Are Carried as Liabilities on HCMFA's Balance Sheet and Included in its Audited Financial Statements. HCMFA (a) disclosed the existence of the HCMFA Notes in the "Subsequent Events" section of its 2018 audited financial statements and (b) carried the HCMFA Notes as liabilities on its balance sheet. Ex. 45 at 17; Ex. 192 at 49:19-50:2, 54:6-9, 54:22-55:8, 55:23-56:3, 56:20-59-3.

121. Nothing in HCMFA's Books and Records Corroborates HCMFA's Mistake Defense. There is nothing in HCMFA's books and records that corroborates HCMFA's contention

that the payments from Highland to HCMFA in exchange for the HCMFA Notes were intended to be compensation and not a loan. Ex. 192 at 59:8-63:20.

122. Highland's Bankruptcy Court Filings Contradict HCMFA's Mistake Defense. As discussed *supra*, Highland's contemporaneous books and records – before the Petition Date and after -- recorded the HCMFA Notes as valid debts due and owing by each of the Obligors to Plaintiff. Thus, regardless of what HCMFA may think, there is no evidence that any purported mistake is "mutual." Moreover, if Mr. Waterhouse "made a mistake" in preparing and executing the HCMFA Notes, then he compounded the mistake at least twenty (20) times when he (i) signed off on Highland's and HCMFA's audited financial statements, (ii) included the HCMFA Notes as liabilities on HCMFA's own balance sheet, and (iii) prepared each of the Debtor's MORs and other court filings.

3. Waiver and Estoppel [NexPoint, HCMS, HCRE]

123. There is no dispute that Highland was never directed or instructed to make the Annual Installment payments due on December 31, 2020. Ex. 98 at 462:16-463:9; Ex. 105 at 381:21-382:16. Nevertheless, NexPoint, HCMS, and HCRE assert that any default under the Notes was the "result of Plaintiff's own negligence, misconduct, breach of contract" under the Shared Services Agreement. Ex. 15 ¶ 80; Ex. 12 ¶¶ 54-55; Ex. 17 ¶¶ 97-98.

124. NexPoint and Highland entered into that certain *Amended and Restated Shared Services Agreement* effective as of January 1, 2018 (the "SSA"). Ex. __.

125. Article II of the SSA required Highland to provide "assistance and advice" with respect to certain specified services. None of the services authorized Highland to control NexPoint's bank accounts or required Highland to effectuate payments on behalf of NexPoint without receiving instruction or direction from an authorized representative of NexPoint. In fact, Article II of the SSA expressly provided that "for the avoidance of doubt . . . [Highland] shall

not provide any advice to [NexPoint] or perform any duties on behalf of [NexPoint], other than the back- and middle office services contemplated herein, with respect to (a) the general management of [NexPoint], its business or activities . . . ." Ex. __ at § 2.02 (emphasis added).

126. To emphasize the point further, the SSA expressly curtailed Highland's authority to act on NexPoint's behalf:

> Section 2.06 Authority. [Highland's] scope of assistance and advice hereunder is ***limited to the services specifically provided for in this Agreement. [Highland] shall not assume or be deemed to assume any rights or obligations of [NexPoint] under any other document or agreement to which NexPoint is a party***. . . . [Highland] shall not have any duties or obligations to [NexPoint] unless those duties and obligations are specifically provided for in this Agreement (or in any amendment, modification or novation hereto or hereof to which [NexPoint] is a party.

Id. § 2.06 (emphasis added).

4. Other Defenses

127. Mr. Dondero could not identify any facts to support his affirmative defenses of waiver, estoppel, or lack of consideration. Ex. 98 at 357:24-360:14.

128. NexPoint and HCMS assert that they did not default by failing to make the December 31, 2020 Annual Installment payment because they "prepaid." Ex. 98 at 362:12-366:10, 370:6-11, 389:10. The facts relevant to this defense are described above and in the Klos Declaration. (Klos Dec. ¶¶ 3-14). Further, while NexPoint and HCMS now contend that they "pre-paid," both chose to pay Highland in January 2021 after receiving notice of default (in a transparent but futile attempt to "cure," for which they had no right rather than assert the "prepayment" defense. *See* Ex. 2 (Exhibit 3).

III. ARGUMENT

A. Legal Standard

1. Summary Judgment Standard

129. "The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." FED. R. CIV. P. 56(c); *see also Warfield v. Byron*, 436 F.3d 551, 557 (5th Cir. 2006) ("[S]ummary judgment is proper when the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.") (quoting Fed. R. Civ. P. 56(c)). "A dispute about a material fact is 'genuine' if the evidence is such that a reasonable jury could return a verdict in favor of the nonmoving party." *Alton v. Texas A&M University*, 168 F.3d 196, 199 (5th Cir. 1999). The moving party meets its initial burden of showing there is no genuine issue for trial by "point[ing] out the absence of evidence supporting the nonmoving party's case." *Latimer v. Smithkline & French Laboratories*, 919 F.2d 301, 303 (5th Cir.1990); *see also In re Magna Cum Latte, Inc.*, 07-31814, 2007 WL 3231633, at *3 (Bankr. S.D. Tex. Oct. 30, 2007) ("A party seeking summary judgment may demonstrate: (i) an absence of evidence to support the non-moving party's claims or (ii) the absence of a genuine issue of material fact.").

130. "If the moving party carries [their] initial burden, the burden then falls upon the nonmoving party to demonstrate the existence of genuine issue of material fact." *Latimer*, 919 F.3d at 303; *see also Nat'l Ass'n of Gov't Employees v. City Pub. Serv. Bd. of San Antonio, Tex.*, 40 F.3d 698, 712 (5th Cir. 1994) ("To withstand a properly supported motion for summary judgment, the nonmoving party must come forward with evidence to support the essential elements of its claim on which it bears the burden of proof at trial."). "This showing requires more than

some metaphysical doubt as to the material facts." *Latimer*, 919 F.3d at 303 (internal quotations omitted); *see also Hall v. Branch Banking*, No. H-13-328, 2014 WL 12539728, at *1 (S.D.Tex. Apr. 30, 2014) ("[T]he nonmoving party's bare allegations, standing alone, are insufficient to create a material dispute of fact and defeat a motion for summary judgment."); *Turner v. Baylor Richardson Med. Ctr.*, 476 F.3d 337, 343 (5th Cir. 2007) ("The nonmovant's burden cannot be satisfied by conclusory allegations, unsubstantiated assertions, or only a scintilla of evidence.") (internal quotations omitted).

131. Thus, "[w]here critical evidence is so weak or tenuous on an essential fact that it could not support a judgment in favor of the nonmovant, or where it is so overwhelming that it mandates judgment in favor of the movant, summary judgment is appropriate." *Alton*, 168 F.3d at 199; *see also Armstrong v. City of Dallas*, 997 F.2d 62, 66 n 12 (5th Cir.1993) ("We no longer ask whether literally little evidence, *i.e.*, a scintilla or less, exists but, whether the nonmovant could, on the strength of the record evidence, carry the burden of persuasion with a reasonable jury.").

2. Summary Judgment Standard for Promissory Notes

132. "Ordinarily, suits on promissory notes provide 'fit grist for the summary judgment mill.'" *Resolution Tr. Corp. v. Starkey*, 41 F.3d 1018, 1023 (5th Cir. 1995) (quoting *FDIC v. Cardinal Oil Well Servicing Co.*, 837 F.2d 1369, 1371 (5th Cir.1988)); *see also Looney v. Irvine Sensors Corp.*, CIV.A.309-CV-0840-G, 2010 WL 532431, at *2 (N.D. Tex. Feb. 15, 2010) ("Suits on promissory notes are typically well-suited for resolution via summary judgment."). To prevail on summary judgment for breach of a promissory note under Texas law, the movant need not prove all essential elements of a breach of contract, but only must establish (i) the note in question, (ii) that the non-movant signed the note, (iii) that the movant was the legal owner and holder thereof, and (iv) that a certain balance was due and owing on the note. *See*

Resolution, 41 F.3d at 1023; *Looney*, 2010 WL 532431, at *2-3; *Magna Cum Latte*, 2007 WL 3231633, at *15.

B. Highland is Entitled to Summary Judgment for Defendants' Breach of the Notes

133. Highland has made its *prima facie* case that it is entitled to summary judgment on Defendants' breach of the Notes.

134. The Dondero Demand Notes are: (i) valid, (ii) signed by Mr. Dondero, and in Highland's favor, (Klos Dec. ¶¶ 18-20, Exs. D, E, F), and (iii) as of (a) December 11, 2020, the total outstanding principal and accrued but unpaid interest due under the Dondero Notes was $9,004,013.07, and as of (b) December 17, 2021, the total outstanding principal and accrued but unpaid interest due under the Dondero Notes was $9,263,365.05. (Klos Dec. ¶ 37).

135. The HCMFA Demand Notes are: (i) valid, (ii) signed by HCMFA, and in Highland's favor, (Klos Dec. ¶¶ 21-22, Exs. G, H), and (iii) as of (a) December 11, 2020, the total outstanding principal and accrued but unpaid interest due under the HCMFA Notes was $7,687,653.06, and as of (b) December 17, 2020, the total outstanding principal and accrued but unpaid interest due under the HCMFA Notes was $7,874,436.09, (Klos Dec. ¶ 40).

136. The HCMS Demand Notes are: (i) valid, (ii) signed by HCMFA, and in Highland's favor, (Klos Dec. ¶¶ 23-26, Exs. I, J, K, L), and (iii) as of (a) December 11, 2020, the unpaid principal and accrued interest due under the HCMS Demand Notes was $947,519.43, and as of (b) December 17, 2021, the unpaid principal and accrued interest due under the HCMS Demand Notes was $972,762.81, (Klos Dec. ¶ 45).

137. The HCRE Demand Notes are: (i) valid, (ii) signed by HCRE, and in Highland's favor, (Klos Dec. ¶¶ 27-30, Exs. M, N, O, P), and (iii) as of (a) December 11, 2020, the unpaid principal and accrued interest due under the HCRE Demand Notes was $5,012,170.96,

and as of (b) December 17, 2021, the unpaid principal and accrued interest due under the HCRE Demand Notes was $5,330,378.23, (Klos Dec. ¶ 50).

138. The NexPoint Term Note is: (i) valid, (ii) signed by NexPoint, and in Highland's favor, (Klos Dec. ¶ 31, Ex. A), and (iii) as (a) January 8, 2021, the unpaid principal and accrued interest due under the NexPoint Term Note was $24,471,804.98, and as of (b) December 17, 2021, the unpaid principal and accrued interest due under the NexPoint Term Note was $24,383,877.27,[28] (Klos Dec. ¶ 51).

139. The HCMS Term Note is: (i) valid, (ii) signed by HCMS, and in Highland's favor, (Klos Dec. ¶ 32, Ex. R), and (iii) as of (a) January 8, 2021, the unpaid principal and accrued interest due under the HCMS Term Note was $6,758,507.81, and as of (b) December 17, 2021, the unpaid principal and accrued interest due under the HCMS Term Note was $6,748,456.31,[29] (Klos Dec. ¶ 52).

140. The HCRE Term Note is: (i) valid, (ii) signed by HCRE, and in Highland's favor, (Klos Dec. ¶ 33, Ex. S), and (iii) as of (a) January 8, 2021, the unpaid principal and accrued interest due under the HCRE Term Note was $6,145,466.84, and as of (b) December 17, 2021, the unpaid principal and accrued interest due under the HCRE Term Note was $5,899,962.22.[30] (Klos Dec. ¶ 53).

141. Each of the Obligors under the Demand Notes breached their obligations by failing to pay Highland all amounts due and owing upon Highland's demand.

[28] Total unpaid principal and interest due actually decreased from January 8, 2021 to December 17, 2021 because a payment of $1,406,111.92 made January 14, 2021, which reduced the total principal and interest then-outstanding.

[29] Total unpaid outstanding principal and interest due actually decreased from January 8, 2021 to December 17, 2021 because a payment of $181,226.83 made January 21, 2021, which reduced the total principal and interest then-outstanding.

[30] Total unpaid principal and interest due actually decreased from January 8, 2021 to December 17, 2021 because a payment of $665,811.09 made January 21, 2021, which reduced the total principal and interest then-outstanding.

142. Each of the Obligors under the Term Notes breached their obligations by failing to make the Annual Installment payment due on December 31, 2020.

143. Highland has been damaged by the Obligors' breaches in amounts that are set forth above but which (a) continued to increase daily, and (b) which do not include a calculation of collection costs and attorneys' fees.[31]

144. Accordingly, Highland has made out its prima facie case for summary judgment that Defendants have breached the Notes. *See Resolution*, 41 F.3d at 1023 (holding that where affidavit "describes the date of execution, maker, payee, principal amount, balance due, amount of accrued interest owed, and the date of default for each of the two promissory notes," movant "presented a prima facie case of default on the notes."); *Looney*, 2010 WL 532431, at *2-3 (where movant "has attached a copy of the note … to a sworn affidavit in which he states that the photocopy is a true and correct copy of the note, that he is the owner and holder of the note, and that there is a balance due on the note … [movant] has made a prima facie case that he is entitled to summary judgment on the note.").[32]

C. Defendants Fail to Rebut Highland's Prima Facie Case

145. Defendants fail cannot rebut Highland's prima facie case for breach of the Notes because there is no substantive or credible evidence to support any of their affirmative defenses and there is substantial evidence to contradict them.

[31] Plaintiff seeks to add to its damages accrued and unpaid interest, and Plaintiff's costs of collection, including reasonable attorney's fees. Ex. 162-180. Plaintiff respectfully requests an opportunity to conduct a final damage calculation if the Court fully grants the Motion.

[32] In the event the Motion is granted, Highland requests that the Court hold a hearing on damages, as interest under the Notes and attorney's fees continue to accrue.

1. No Reasonable Jury Could Find that the "Alleged Agreement" Exists

146. Mr. Dondero, NexPoint, HCRE, and HCMS fail to show there is any genuine issue of material fact to support their "Alleged Agreement" defense. There is a complete absence of evidence in support of this defense and there is substantial evidence to contradict them.

147. As discussed above, (i) Mr. Dondero cannot identify materials terms of the Alleged Agreement, such as (a) which Notes are subject to the Alleged Agreement, (b) the number of Notes subject to the Alleged Agreement, (c) the maker of each Note subject to the Alleged Agreement; (d) the date of each Note subject to the Alleged Agreement, or (e) the principal amount of any Note subject to the Alleged Agreement, (*see supra* ¶¶ 89-90); (ii) Mr. and Ms. Dondero cannot even agree whether Mr. Dondero identified the Notes subject to each Alleged Agreement; (iii) Mr. Dondero sold MGM stock in November 2019—an alleged "condition subsequent" under the Alleged Agreement—but failed to declare the Notes forgiven, and otherwise remained silent about the Alleged Agreement, (*see supra* ¶¶ 91-92); (iv) Ms. Dondero, the counter-party to the Alleged Agreement, never saw a Note signed by Mr. Dondero or any affiliate of Highland and was not competent to enter into the Alleged Agreements (*see supra* ¶¶ 93-94); (v) the existence or terms of the Alleged Agreement was never disclosed by Mr. Dondero or Ms. Dondero to anyone, including PwC, Mr. Waterhouse, Mr. Okada or the Bankruptcy Court, (*see supra* ¶¶ 95); (vi) no document exists memorializing or otherwise reflecting the existence of terms of the Alleged Agreement, (*see supra* ¶ 96); and (vii) there is no history of loans being forgiven at Highland, (*see supra* ¶¶ 100-101). Accordingly, there is an absence of evidence showing the Alleged Agreement exists. *See Magna*, 2007 WL 3231633, at *16 (granting summary judgment with respect to breach of promissory note where defendants assert that they are discharged from debt obligations after terms of lease were altered, finding "[t]here is no evidence that any agreement was altered. At best,

the summary judgment evidence supports a theory that the terms of the leases were not what the [] Defendants expected them to be.")

148. The Alleged Agreement would also be unenforceable as a matter of law for lack of (a) consideration, (b) definiteness, and (c) a meeting of the minds. In order to be legally enforceable, a contract "must address all of its essential and material terms with a reasonable degree of certainty and definiteness." *Scott v. Wollney*, No. 3:20-CV-2825-M-BH, 2021 WL 4202169, at * 7 (N.D. Tex Aug. 28, 2021); *In re Heritage Org., L.L.C.*, 354 B.R. 407, 431–32 (Bankr. N.D. Tex. 2006) (in order to prove existence of a valid and binding subsequent oral agreement binding upon parties, party must prove that there was "(1) a meeting of the minds" and "(2) consideration to support such a subsequent oral agreement.") "Whether a contract contains all of the essential terms for it to be enforceable is a question of law." *Id.* (internal quotations omitted). "A contract must also be based on valid consideration." *Id.* "In determining the existence of an oral contract, courts look at the communications between the parties and the acts and circumstances surrounding those communications." *Melanson v. Navistar, Inc.*, 3:13-CV-2018-D, 2014 WL 4375715, at *5 (N.D. Tex. Sept. 4, 2014).

149. Based on the evidence cited above, no reasonable trier of fact could find that there was a meeting of the minds between Ms. Dondero and Mr. Dondero regarding the material terms of the oral Alleged Agreement or that such oral Agreement was exchanged for consideration. *See Melanson v. Navistar, Inc.*, 3:13-CV-2018-D, 2014 WL 4375715, at *5 (N.D. Tex. Sept. 4, 2014) (finding that a reasonable trier of fact could not find that based on the oral conversation between the plaintiff and the defendant that there was an offer, an acceptance, and a meeting of the minds because the conversation did not contain all essential terms); *Wollney*, 2021 WL 4202169, at *8 (finding that "[w]hen, as here, 'an alleged agreement is so indefinite as to make

it impossible for a court to 'fix' the legal obligations and liabilities of the parties, a court will not find an enforceable contract,'" finding that party "has not identified evidence of record that would allow a reasonable trier of fact to find that there was an offer, an acceptance, and a meeting of the minds between Plaintiff and Defendant.") (quoting *Crisalli v. ARX Holding Corp.*, 177 F. App'x 417, 419 (5th Cir. 2006)) (citation omitted); *Heritage*, 354 B.R. at 431–32 (finding a "subsequent oral amendment" defense fails where the summary judgment record does not support the existence of a subsequent agreement").

150. Accordingly, there is no genuine issue of material fact regarding the Alleged Agreement defense, and Highland is, therefore, entitled to summary judgment on Mr. Dondero's, NexPoint's, HCMS's, and HCRE's breach of their respective Notes.

2. No Reasonable Jury Could Find the HCMFA Note Was a "Mistake"

151. HCMFA's Mistake Defense also fails as a matter of law because there is no evidence to show that HCMFA and Highland were acting under a shared factual mistake when executing the HCMFA Notes.

152. "For mutual mistake to nullify a promissory note, the evidence must show that both parties were acting under the same misunderstanding of the same material fact." *Looney*, 2010 WL 532431, at *5 (internal quotations omitted) (citing Texas law). "[A] party must show that there exists (1) a mistake of fact, (2) held mutually by the parties, (3) which materially affects the agreed upon exchange. *Whitney Nat. Bank v. Medical Plaza Surgical Center L.L.P.*, No. H-06-1492, 2007 WL 3145798, at *6 (S.D.Tex. Oct. 27. 2007) (citing Texas law). In other words, "[m]utual mistake of fact occurs where the parties to an agreement have a common intention, but the written instrument does not reflect the intention of the parties due to a mutual mistake." *Id.* (internal quotations omitted). "In determining the intent of the parties to a written contract, a court may consider the conduct of the parties and the information available to them at the time of signing

in addition to the written agreement itself." *Id.* "When mutual mistake is alleged, the party seeking relief must show what the parties' true agreement was and that the instrument incorrectly reflects that agreement because of a mutual mistake." *Al Asher & Sons, Inc. v. Foreman Elec. Serv. Co., Inc.*, MO:19-CV-173-DC, 2021 WL 2772808, at *9 (W.D. Tex. Apr. 28, 2021) (internal quotations omitted). "The question of mutual mistake is determined not by self-serving subjective statements of the parties' intent … but rather solely by objective circumstances surrounding execution of the [contract.]" *Hitachi Capital Am. Corp. v. Med. Plaza Surgical Ctr., LLP.*, CIV.A. 06-1959, 2007 WL 2752692, at *6 (S.D. Tex. Sept. 20, 2007) (internal quotations omitted). "The purpose of the mutual mistake doctrine is not to allow parties to avoid the results of an unhappy bargain." *Whitney*, 2007 WL 3145798, at *7.

153. Here, the HCMFA Notes were apparently hiding in plain sight for almost two years. The undisputed documentary and testimonial evidence overwhelmingly establishes that both HCMFA and Highland intended the HCMFA Notes to be loans. As discussed above: (i) Mr. Waterhouse, HCMFA's treasurer, knew the money Highland transferred to HCMFA was being treated as an "intercompany loan" (*supra*, ¶¶ 111-115); (ii) the HCMFA Notes have always been recorded as liabilities in HCMFA's audited financial statements and balance sheets (*supra* ¶__); (iii) the HCMFA Demand Notes were reflected as assets in Highland's Bankruptcy filings, (see supra ¶ 119), and (iv) the HCMFA Demand Notes were represented as "liabilities" to third parties at all relevant times, (*supra*, ¶¶ 116).

154. There is no evidence in support of HCMFA's contention that there existed a mistake of fact held by both Highland and HCMFA when entering into this agreement. The purported "mistake" was never disclosed to critical (or any) third parties, such as: (i) the Retail

Board or (ii) ICI Mutual. (*See supra*, ¶¶ 56-60; 116; 107-110). The purported "mistake" is also not reflected in HCMFA's books and records or audited financials. (*See supra*, ¶¶ 50-53; 117).

155. HCMFA's Mistake Defense, therefore, fails as a matter of law. *See Hitachi*, 2007 WL 2752692, at *6 (finding "mutual mistake" defense fails as a matter of law where "there is no evidence that a *mutual mistake* was made in the [agreement,]" and where "the fact that [defendant] did not discover the 'mistake' until well after the [] agreements were signed undermines" the mutual mistake defense.) (emphasis in original); *Whitney*, 2007 WL 3145798, at *6 (finding defendants' assertion of mutual mistake "fails as a matter of law" where assertions were "insufficient to raise a fact issue as to mutual mistake of fact regarding written agreement where plaintiff "has presented competent evidence" of its own intention regarding the agreement, "there is no evidence that [plaintiff] had the intent that these defendants assert," "no document suggests any such intent," and where "the documents are clear" on their face); *Looney*, 2010 WL 532431, at *5 (granting summary judgment in favor of plaintiff for breach of note as a matter of law on "mutual mistake" defense where defendant "does not cite any record evidence in support of its claim that [parties] were operating under a shared mistake when they executed the note."); *Al Asher & Sons*, 2021 WL 2772808, at *9 (finding that defendant failed to carry its burden to establish there is a genuine issue of material fact as to mutual mistake under an agreement, noting that "mutual mistake" defense is inapplicable as a matter of law, because, even if [defendant's] assumption regarding the [] contract is a mistake of fact, there is no evidence in the record that Plaintiff and [defendant] mutually held the mistake … ").

156. Accordingly, there is no genuine issue of material fact regarding HCMFA's Mistake Defense, and Highland is entitled to summary judgment for HCMFA's breach of the HCMFA Demand Notes.

3. No Reasonable Jury Could Find that NexPoint's, HCRE's, and HCMS's Defaults under the Notes Were the Result of Highland's Negligence

157. No reasonable jury could find that NexPoint's default under its Note was the result of Highland's negligence under the SSA.[33] As discussed above, the SSA, by its clear terms, does not impose a duty on Highland to make payments under the Term Notes, on behalf of NexPoint, HCRE, and HCMS, without the express authorization of those entities or an agent of those entities. *See supra* ¶¶ 120-125. It is undisputed that Highland was never directed to make the payments under the Term Notes. *See supra* ¶ 120.

158. Accordingly, there is no genuine issue of material fact regarding NexPoint's, HCRE's, and HCMS's breach under the Term Notes, and Highland is entitled to summary judgment on its claims for breach of the Term Notes.

4. No Reasonable Jury Could Find that NexPoint "Prepaid" on the NexPoint Note

159. NexPoint's and HCMS's assertion that they did not default by failing to make the December 31, 2020 Annual Installment payment because they "prepaid" is contradicted by undisputed documentary evidence. (*See* Klos Dec. ¶¶ 3-14).

160. Accordingly, there can be no genuine dispute of material fact regarding NexPoint's and HCMS's failure to pay amounts due and owing under the NexPoint and HCMS Term Notes.

CONCLUSION

WHEREFORE, Highland respectfully requests that the Court (i) grant its Motion, (ii) hold Defendants liable for (a) breach of contract and (b) turnover for all amounts due under the Notes,

[33] Highland did not enter into shared services agreements with HCRE and HCMS so those Obligors' affirmative defenses fail as a matter of law.

including the costs of collection and reasonable attorneys' fees in an amount to be determined and (iii) grant such other and further relief as the Court deems just and proper.

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Dated: December 17, 2021

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

In re: HIGHLAND CAPITAL MANAGEMENT, L.P., Reorganized Debtor.	Chapter 11 Case No. 19-34054-sgj11
MARC S. KIRSCHNER, AS LITIGATION TRUSTEE OF THE LITIGATION SUB-TRUST, Plaintiff, v. JAMES D. DONDERO; MARK A. OKADA; SCOTT ELLINGTON; ISAAC LEVENTON; GRANT JAMES SCOTT III; FRANK WATERHOUSE; STRAND ADVISORS, INC.; NEXPOINT ADVISORS, L.P.; HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P.; DUGABOY INVESTMENT TRUST AND NANCY DONDERO, AS TRUSTEE OF DUGABOY INVESTMENT TRUST; GET GOOD TRUST AND GRANT JAMES SCOTT III, AS TRUSTEE OF GET GOOD TRUST; HUNTER MOUNTAIN INVESTMENT TRUST; MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #1 AND LAWRENCE TONOMURA AS TRUSTEE OF MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #1; MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #2 AND LAWRENCE TONOMURA IN HIS CAPACITY AS TRUSTEE OF MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #2; CLO HOLDCO, LTD.; CHARITABLE DAF HOLDCO, LTD.; CHARITABLE DAF FUND, LP.; HIGHLAND DALLAS FOUNDATION; RAND PE FUND I, LP, SERIES 1; MASSAND CAPITAL, LLC; MASSAND CAPITAL, INC.; SAS ASSET RECOVERY, LTD.; AND CPCM, LLC, Defendants.	Adv. Pro. No. 21-03076-sgj

EXHIBIT

AA

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BRIEF IN SUPPORT OF DEFENDANT LEVENTON'S MOTION TO DISMISS

Former Employee Isaac Leventon hereby files his brief in support of the *Motion to Dismiss* (the "***Motion***"),[1] filed contemporaneously herewith, and respectfully states as follows:

PRELIMINARY STATEMENT

1. Isaac Leventon has no place in this case, and all claims require dismissal as a matter of law.

2. Of the Complaint's four claims against Leventon, only three claims remain: Counts V for breach of fiduciary duty, XVI for civil conspiracy to breach fiduciary duty, and XXVII for unjust enrichment. Count XXXIV, for disallowance of claims, no longer is applicable because Leventon's Proof of Claim has been withdrawn, by agreement with the Debtor.

3. First and foremost, Kirschner lacks standing to bring his claims against Leventon. The claims were not adequately preserved under the Plan. Even if preserved, the claims are not "Estate Claims" (the only claims Kirschner has authority to pursue under the Plan), as Leventon is not and never has been an insider of HCMLP. The Court also lacks subject matter jurisdiction to preside over the claims. As a result, Rule 12(b)(1) requires dismissal of all claims asserted against Leventon.

4. In addition to Kirschner's inability to meet threshold standing requirements and the Court's lack of subject matter jurisdiction, all claims against Leventon also should be dismissed for failure to state claims upon which relief may be granted under Rule 12(b)(6). The Complaint asserts nothing more than conclusory allegations of guilt-by-association with the former leadership of HCMLP, with bare allegations against Leventon that he merely drafted documents and performed other customary in-house counsel activities, all at the direction of HCMLP's then

[1] Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Motion or in the Complaint [Dkt. 2934]. Unless otherwise stated herein, docket number identifications refer to Case No. 19-34054-sgj11 (the "***Bankruptcy Case***").

authorized leadership. Although the Complaint frequently lumps Leventon in with his superiors and uses monikers such as "loyalists," the 134-page Complaint contains no specific allegation that Leventon ever received a personal benefit in connection with any of the transactions alleged in the Complaint, much less that Leventon received an *improper* personal benefit. Without more, Kirschner's claims against Leventon amount to no more than new management's efforts to make in-house counsel an insurer of old management's litigation losses.

5. In sum, Kirschner lacks standing to bring claims against Leventon, the Court does not have subject matter jurisdiction over the claims against Leventon, and the Complaint falls woefully short of satisfying the pleading requirements of both Rule 12(b)(1) and 12(b)(6). Accordingly, all claims against Leventon must be dismissed.

RELEVANT BACKGROUND

6. Leventon was employed by the Debtor, Highland Capital Management, L.P. ("***HCMLP***" or "***the Debtor***") from September 21, 2009 until January 2021 as Assistant General Counsel. Dkt. 2869 at ¶7.

7. On October 16, 2019 (the "***Petition Date***"), HCMLP filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***"). On November 24, 2020, HCMLP filed the Plan [Dkt. 1808]. Thereafter, on February 22, 2021 (the "***Confirmation Date***"), the Bankruptcy Court entered the *Order (I) Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (II) Granting Related Relief* [Dkt. 1943] (the "***Confirmation Order***").

8. HCMLP filed the Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization [Dkt. 2700] on August 11, 2021 (the "***Effective Date***"). Since the Effective Date, the Plan has been substantially consummated. See Adv. Proc. No. 3:21-cv-01895-D, pp. 17-20 [Dkt. 14] (Oct. 15, 2021).

9. Pursuant to the Plan, two trusts were established to assert post-confirmation causes of action: (1) the Claimant Trust and (2) the Litigation Sub-Trust. All causes of action other than "Reorganized Debtor Assets" were transferred from the Debtor to the Claimant Trust by the Effective Date. *See* Plan § IV.B; Claimant Trust Agreement §§ 2.2, 2.3 [Dkt. 1811-2].[2]

10. Under the Plan, only "Estate Claims" were transferred from the Claimant Trust to the Litigation Sub-Trust. *See* Plan § IV.B.; Dkt. 1811-4 (the "***Litigation Sub-Trust Agreement***"), § 2.3.

11. On October 15, 2021, Kirschner commenced this Adversary Proceeding.

LEGAL STANDARD

I. Federal Rule of Civil Procedure 12(b)(1)

12. Federal courts have jurisdiction only where a case is presented by a party with standing to litigate. *Nevares v. San Marcos Consol. Indep. Sch. Dist.*, 111 F.3d 25, 25 (5th Cir. 1997). To survive a Federal Rule 12(b)(1) motion to dismiss for lack of subject matter jurisdiction on the basis of standing, the plaintiff bears the burden to establish three elements: "(1) the plaintiff must have suffered an 'injury in fact'; (2) the 'injury in fact' is causally connected to the defendant's actions; and (3) the plaintiff's injury must be likely to be 'redressed by a favorable decision.'" *Mulvey v. Allstate Ins. Co*., Civ. No. 3:18-CV-1271-K, 2018 U.S. Dist. LEXIS 204804, at *3 (N.D. Tex. Dec. 4, 2018) (internal citations omitted). At the pleading stage of the case, "the plaintiff must 'clearly… allege facts demonstrating' each element." *Spokeo, Inc. v. Robins*, 136 S.Ct. 1540, 1547 (2016) (internal citation omitted).

[2] *See* Plan, Definition of "Claimant Trust Assets" (expressly carving out "Reorganized Debtor Assets" from the definition); Plan, Definition of "Reorganized Debtor Assets." Only the Reorganized Debtor has standing to assert a cause of action that is considered a Reorganized Debtor Asset.

II. Federal Rule of Civil Procedure 12(b)(6)

13. To survive a Federal Rule 12(b)(6) motion to dismiss, a complaint must contain sufficient factual allegations to "state a claim to relief that is plausible on its face." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (citations omitted). "Factual allegations must be enough to raise a right to relief above the speculative level." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). Thus, a pleading does not set forth a legally "plausible claim" unless its non-conclusory allegations of wrongdoing are "more likely" than a lawful, alternative explanation. *Id.* at 679, 681.

III. Federal Rule of Civil Procedure 12(e)

14. Fed. R. Civ. P. 12(e) allows a party to "move for a more definite statement" if "a complaint is ambiguous or does not contain sufficient information to allow a responsive pleading to be framed…" *Beanal v. Freeport-McMoran, Inc.*, 197 F.3d 161, 164 (5th Cir. 1999). On this basis, the Fifth Circuit has rejected "group pleadings" whereby a plaintiff pleads the element of a fraudulent misstatement or omission by impermissibly attributing corporate statements to individual defendants "based solely on their corporate titles" and without connecting any particular defendant to the fraud. *Southland Sec. Corp. v. INSpire Ins. Solutions Inc.,* 365 F.3d 353, 364 (5th Cir. 2004) (allegations against a general group of defendants are not "properly imputable to any particular individual defendant unless the connection between the individual defendant and the allegedly fraudulent statement is specifically pleaded").[3]

ARGUMENT AND AUTHORITIES

I. All Claims Against Leventon Must be Dismissed Due to Kirschner's Lack of Standing

A. The Plan Did Not Adequately Preserve *Any* Specific State Law Claims.

15. A plan must be "specific and unequivocal" in identifying causes of action that a debtor intends to preserve and pursue post-confirmation. *See Wooley v. Haynes & Boone, L.L.P.*

[3] *Accord United States CFTC v. M25 Invs., Inc.*, Case No. 3:09-CV-1831-M, 2010 U.S. Dist. LEXIS 20557, at *14-15 (N.D. Tex. Mar. 6, 2010) (because of "the use of improper group pleading," granting Fed. R. Civ. P. 12(e) motion to require plaintiff "to replead its complaint to more particularly allege who did or said what.").

(In re SI Restructuring Inc.), 714 F.3d 860, 864 (5th Cir. 2013) (citing *Dynasty Oil & Gas, LLC v. Citizens Bank (In re United Operating, LLC)*, 540 F.3d 351, 355-56 (5th Cir. 2008)). Such reservation is a prerequisite to Kirschner having standing and is a jurisdictional requirement that is separate from the issue of the court's subject matter jurisdiction to preside over the claims. *See United Operating*, 540 F.3d at 354-55 ("Standing is a jurisdictional requirement, and we are obliged to ensure it is satisfied regardless whether the parties address the matter").

16. Blanket statements purporting to reserve "any and all" causes of action do not meet the required level of specificity. *Id*. The Fifth Circuit explained that "a debtor must put its creditors on notice of any claim it wishes to pursue after confirmation." *Id*. at 355. Proper notice "allows creditors to determine whether a proposed plan resolves matters satisfactorily before they vote to approve it," and, "absent 'specific and unequivocal' retention language in the plan, creditors lack sufficient information regarding their benefits and potential liabilities to cast an intelligent vote." *Id*. (quoting *In re Paramount Plastics, Inc.*, 172 B.R. 331, 334 (Bankr. W.D. Wash. 1994)).

17. Attached as Exhibit DD to the *Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)*, dated as of February 1, 2021 [Dkt. 1875], is the "Schedule of Retained Causes of Action." This schedule is a generic laundry list of claims that may be asserted post-confirmation, with a 17-page list of potential defendants. Except for claims for civil conspiracy, discussed below, this list is tantamount to the "any and all claims" language rejected by the Fifth Circuit in *United Operating*. 540 F.3d at 356. Pursuant to this precedent, all state law claims brought by Kirschner in the Complaint must be dismissed, as they were not preserved.

B. Kirschner Lacks Standing to Bring a Civil Conspiracy Claim Against Leventon (Count XVI).

18. Even if the Schedule of Retained Causes of Action adequately preserved Kirschner's right to assert certain state law claims, the generic and exhaustive list did not expressly include civil conspiracy claims. Accordingly, the civil conspiracy claim (Count XVI) asserted against Leventon must be dismissed, as it was not preserved.

C. Because Leventon Is Not an Insider, Kirschner Lacks Standing to Assert the Remaining Claims Against Leventon.

19. Kirschner lacks standing to assert the breach of fiduciary duty (Count V), civil conspiracy (Count XVI), and unjust enrichment (Count XXVII) claims against Leventon because Leventon is not an insider against whom Estate Claims may be brought.

20. Pursuant to the Plan [Dkt. 1808], the Litigation Sub-Trust Agreement, and the Claimant Trust Agreement, the Litigation Sub-Trust has standing only to pursue claims that are Estate Claims.[4] *See* Plan § IV.B ("Upon the creation of the Litigation Sub-Trust, the Claimant Trust shall irrevocably transfer and assign to the Litigation Sub-Trust the Estate Claims."); Claimant Trust Agreement § 2.3 ("The Claimant Trust shall retain all rights to commence and pursue all Causes of Action of the Debtor ***other than (i) Estate Claims, which shall be assigned to and commenced and pursued by the Litigation Trustee*** pursuant to the terms of the Litigation Sub-Trust Agreement, and (ii) Causes of Action constituting Reorganized Debtor Assets") (emphasis added); Litigation Sub-Trust Agreement § 2.2 ("The Litigation Sub-Trust and Litigation Trustee shall have and retain any and all rights, defenses, cross-claims and counter-claims held by the Debtor with respect to ***any Estate Claim*** as of the Petition Date") (emphasis added). Therefore,

[4] As discussed below, the Reorganized Debtor has the sole authority to assert causes of action that are considered Reorganized Debtor Assets. *See infra* at I(D).

the Litigation Sub-Trust cannot assert any claim against the Former Employee Defendants unless it is an "Estate Claim."

21. The Plan incorporates Dkt. 354 (the "***Final Term Sheet***"), which defines "Estate Claims" as "any and all estate claims and causes of action against Mr. Dondero, Mr. Okada, other insiders of the Debtor, and each of the Related Entities…" Compl. ¶ 11. Therefore, an Estate Claim cannot be asserted against Leventon, as he is neither an insider of the Debtor nor a Related Entity.

22. Because the Debtor is organized as a partnership, insider status is determined by Section 101(31)(C) or Section 101(31)(E) of the Bankruptcy Code. Section 101(31)(C) provides that an "insider" of a debtor partnership includes a (1) general partner in the debtor; (2) relative of a general partner in, general partner of, or person in control of the debtor; (3) partnership in which the debtor is the general partner; (4) general partner of the debtor; or (5) person in control of the debtor. Leventon cannot be considered an insider of HCMLP pursuant to section 101(31)(C) because, at all relevant times, (1) the general partner of HCMLP was Strand Advisors, Inc. ("***Strand***") (Compl. ¶ 14), and Leventon is not alleged to be (2) a relative of Strand or Dondero, (3) a partnership in which HCMLP is a general partner, (4) a "general partner of" HCMLP, or (5) a "person in control" of HCMLP.[5]

23. Pursuant to section 101(31)(E), an insider of a debtor also means an "affiliate, or insider of an affiliate as if such affiliate were the debtor." Leventon is not an insider of HCMLP under this definition either because Strand is an "affiliate" of the Debtor, and the Complaint does

[5] The Complaint could not allege that Leventon is a "person in control" because, pursuant to section 4.1(a) of the Fourth LPA, Strand, as general partner of the Debtor, was granted "full control of [*sic*] over all activities of the Partnership," including "the control of any matters affecting the rights and obligations of the Partnership, including, without limitation, the conduct of any litigation, the incurring of legal expenses, and the settlement of claims and suits." There is no allegation that Leventon was a director or officer of Strand.

not allege—nor could it—that Leventon is an insider of Strand.[6]

24. Nor is Leventon one of the "Related Entities." Exhibit D to the Final Term Sheet defines that term, in relevant part, as "(v) any relative… of Mr. Dondero or Mr. Okada… [or] (vii) any entity or person that is an insider of the Debtor under Section 101(31) of the Bankruptcy Code…" The Complaint does not allege that Leventon fits any of those roles. Finally, Schedule C to the Final Term Sheet identifies all natural persons covered under the definition of Related Entities, but does not include Leventon. [Dkt. 354, Ex. D, Schedule C].[7]

25. The Complaint does not—and cannot—allege that Leventon is an insider of the Debtor or a Related Entity; accordingly, any claim asserted against Leventon cannot constitute an Estate Claim. As Kirschner only has standing to assert Estate Claims, the claims asserted against Leventon must be dismissed for lack of subject matter jurisdiction.

D. Kirschner Lacks Standing to Bring Breach of Fiduciary Duty Claims that Are Reorganized Debtor Assets (Count V).

26. Kirschner also lacks standing to bring the breach of fiduciary duty claim against Leventon (Count V) because the claim constitutes part of the Reorganized Debtor Assets, which only the Reorganized Debtor may pursue. Specifically, the Plan provides that the Reorganized Debtor will administer "Reorganized Debtor Assets," Plan § IV.A, which expressly ***includes***

[6] Strand is a corporation. Section 101(31)(B) of the Bankruptcy Code provides that an "insider" of a corporation includes a "(i) director of the [corporation], (ii) officer of the [corporation], (iii) person in control of the [corporation], (iv) partnership in which the [corporation] is a general partner, (v) general partner of the [corporation], or (vi) relative of a general partner, director, officer, or person in control of the [corporation]." The Complaint does not allege (nor could it) that Leventon served in any of these roles for Strand.

[7] Throughout the docket, HCMLP acknowledges that Leventon is not an insider. HCMLP filed the above-cited Schedule C (listing all individual insiders) three times without including Leventon. Dkt. 281-1, 354, and 466. The Debtor's Statement of Financial Affairs lists all payments to insiders for one year prior to filing for bankruptcy; it includes salary payments to officers of Strand, but does not include payment of Leventon's salary. Dkt. 248 at Ex. C to SOFA #4. HCMLP filed an exhibit with a "complete list of individual persons listed as Insiders," but did not include Leventon. Dkt. 848-1 at Ex. A, p.5. Finally, HCMLP's Monthly Operating Reports, each signed by post-Dondero management, included salary payments to insiders that also were HCMLP employees, but did not include such payments to Leventon. Dkt. 800, 913, 1014, 1115, 1329, 1493, 1710, 1949, and 2030.

breach of fiduciary duty claims.[8] The Plan explicitly excludes Reorganized Debtor Assets from the assets transferred to the Claimant Trust.[9] Therefore, Kirschner lacks standing to bring the breach of fiduciary duty claims, as they remained with the Reorganized Debtor, were not transferred to the Claimant Trust, and could not have been assigned to the Litigation Sub-Trust.

II. All Claims for Relief Against Leventon Must be Dismissed for Lack of Subject Matter Jurisdiction (Counts V, XVI, XXVII).

27. The arguments set forth in the Former Employee Defendants' Brief in Support of Motion to Withdraw the Reference [Adv. Proc. Dkt. 28] (the "***Motion to Withdraw Brief***") and their Reply in support thereof [Adv. Proc. Dkt. 108] (the "***Motion to Withdraw Reply***") explain why the Court lacks subject matter jurisdiction over "***Non-Core Causes of Action***" applicable to Leventon. Leventon hereby incorporates section II(A) of the Motion to Withdraw Brief and section I of the Motion to Withdraw Reply. All the remaining claims against Leventon are Non-Core Causes of Action.

28. The Complaint was filed in the Bankruptcy Court and asserts jurisdiction under 28 U.S.C. § 1334. Although the Complaint asserts claims arising prior to the confirmation of the Plan, the Complaint was filed seven months after confirmation, the Non-Core Causes of Action assert state law claims, no "antagonism" existed (nor is it alleged in the Complaint to have existed) with

[8] "Reorganized Debtor Assets" means "any limited and general partnership interests held by the Debtor, the management of the Managed Funds and those Causes of Action ***(including, without limitation, claims for breach of fiduciary duty***), that, for any reason, are not capable of being transferred to the Claimant Trust. For the avoidance of doubt, 'Reorganized Debtor Assets' includes any partnership interests or shares of Managed Funds held by the Debtor but does not include the underlying portfolio assets held by the Managed Funds." *See* Plan, Definition of "Reorganized Debtor Assets" (emphasis added).

[9] "Claimant Trust Assets" means "(i) ***other than the Reorganized Debtor Assets (which are expressly excluded from this definition)***, all other Assets of the Estate, including, but not limited to, all Causes of Action, Available Cash, any proceeds realized or received from such Assets, all rights of setoff, recoupment, and other defenses with respect, relating to, or arising from such Assets, (ii) any Assets transferred by the Reorganized Debtor to the Claimant Trust on or after the Effective Date, (iii) the limited partnership interests in the Reorganized Debtor, and (iv) the ownership interests in New GP LLC. For the avoidance of doubt, any Causes of Action that, for any reason, are not capable of being transferred to the Claimant Trust shall constitute Reorganized Debtor Assets." *See* Definition of "Claimant Trust Assets" (emphasis added).

respect to the Non-Core Causes of Action against Leventon prior to confirmation of the Plan, and the pursuit of the merits of the Non-Core Causes of Action does not require interpretation of the Plan. Accordingly, under binding Fifth Circuit precedent in *Bank of La. v. Craig's Stores of Texas, Inc. (In re Craig's Stores of Tex., Inc.)*, 266 F.3d 388 (5th Cir. 2001) and its progeny, no jurisdiction exists under 28 U.S.C. § 1334 to adjudicate the Non-Core Causes of Action, and the Non-Core Causes of Action must be dismissed. *See* Fed. R. Civ. P. 12(h)(3) ("If the court determines at any time that it lacks subject-matter jurisdiction, the court must dismiss the action.").

III. The Complaint Fails to State a Claim Upon Which Relief Can be Granted as to All Claims Asserted Against Leventon.

A. Kirschner Fails to State a Claim for Breach of Fiduciary Duty by Leventon Based on Alleged Conduct Resulting in HCMLP Liabilities (Count V).

1. Count V Fails to State a Claim Because Kirschner Asserts a Professional Negligence Claim Under the Guise of Breach of Fiduciary Duty.

29. The Complaint acknowledges that Leventon was merely an employee in HCMLP's legal team, not an officer or director; as such, his only alleged fiduciary duty arises from his provision of legal services as an in-house attorney. Compl. ¶¶ 20, 196. Because Kirschner's allegations sound in professional negligence (*i.e.*, legal malpractice) and fail to allege that Leventon obtained an improper benefit, Kirschner fails to state a breach of fiduciary duty claim for which relief may be granted.

30. To prevail on a breach of fiduciary duty claim against an attorney, a plaintiff must prove (1) the existence of a fiduciary relationship, (2) breach, (3) causation, and (4) damages to the plaintiff. *Beck v. Law Offices of Edwin J. (Ted) Terry, Jr., P.C.*, 284 S.W.3d 416, 429 (Tex. App.—Austin 2009, no pet.) (*citing Floyd v. Hefner*, 556 F. Supp. 2d 617, 661 (S.D. Tex. 2008)). The breach element in a breach of fiduciary duty claim against an attorney is primarily distinguishable from a mere legal malpractice claim because it "focuses on whether the attorney obtained an improper benefit from representing the client." *Border Demolition & Entvl., Inc. v.*

Pineda, 535 S.W.3d 140, 159 – 160 (Tex. App.—El Paso 2017, no pet.); *Beck*, 284 S.W.3d at 429; *Gibson v. Ellis*, 126 S.W.3d 324, 330 (Tex. App.—Dallas 2004, no pet.).

31. The foregoing "anti-fracturing rule prevents plaintiffs from converting what are actually professional negligence claims against an attorney into other claims such as… breach of fiduciary duty…" *Won Pak v. Harris*, 313 S.W.3d 454, 457 (Tex. App.—Dallas 2010, pet. denied). As explained by the Dallas Court of Appeals, this rule is important because, "[e]ven if a complaint implicates a lawyer's fiduciary duties, it does not necessarily follow that such a complaint is actionable apart from a negligence claim." *Won Pak*, 313 S.W.3d at 458; *see also Isaacs v. Schleier*, 356 S.W.3d 548, 559-560 (Tex. App.—Texarkana 2011, pet. denied) (allegation that attorney failed to disclose that he represented both sides of a real estate transaction sounded in negligence, not fiduciary duty). In that regard, this Court must look beyond mere labels in the Complaint and determine, *as a question of law*, whether the "gravamen" of the allegations sound in negligence because they focus on "the quality or adequacy of the attorney's representation," or, in contrast, whether the "gravamen" of the allegations sound in fiduciary duty because they focus on "the attorney obtain[ing] an improper benefit from representing the client…" *Won Pak*, 313 S.W.3d at 457 ("Whether certain allegations asserted against an attorney and labeled as breach of fiduciary duty or fraud are actually claims for professional negligence is a question of law to be determined by the court"); *Official Stanford Investors Comm. v. Greenberg Traurig, LLP*, 2014 WL 12572881, at *6 (N.D. Tex. Dec. 17, 2014) (Godbey, J.) (Texas courts consistently find that alleged misrepresentations or conflicts of interest giving rise to a breach of fiduciary duty claim "are those in which the lawyer has a direct pecuniary interest… that is adverse to the client").

32. *Won Pak v. Harris* is instructive on the factual situation before the Court and, specifically, whether the Complaint properly alleges that Leventon obtained an improper

pecuniary benefit. 313 S.W.3d at 457-458. In that case, an attorney represented Sun Tec and multiple investors in a merger transaction to be accomplished via a new Texas limited partnership. Shortly after Sun Tec assigned its service contracts to the new partnership, the investors used their powers as general partner to exclude Sun Tec's owners, thereby stripping away future profits. Sun Tec's owners sued the attorney, who allegedly had secret communications with the investors before the merger closed, alleging he "conspired with, or aided and abetted the fraud of the other investors by not disclosing the conflict of interest… 'having divided loyalties among the six clients,' failing to disclose [investor's] email, failing to disclose after the merger that he did not draft the document assigning Sun Tec's vendor's contracts [to the new partnership], and 'failing to take corrective action' after he learned of their fraud." *Id*. at 458.

33. The trial court held that the complaints "sound in negligence and not breach of fiduciary duty" because, although alleging that the mishandling of the representation enabled fellow investors to defraud them out of their business, the plaintiffs did "not complain specifically about any improper benefit [the attorney] received from representing" them. *Id*. The Dallas Court of Appeals affirmed the judgment in favor of the attorney. As recognized by the Dallas Court of Appeals, "the heart of [the] complaint is [the] alleged failure to provide adequate legal representation by his failure to properly inform, advise, and communicate with [plaintiffs]. As such, we conclude the gist of [the] allegations involves the quality of [the] representation rather than the integrity and fidelity of the attorney." *Id*.

34. Similarly here, the gravamen of Kirschner's breach of fiduciary duty claim against Leventon (Count V) is that Leventon's performance of his job duties at the directions of his superiors allegedly assisted them in transactions that caused HCMLP to incur claims from third parties that it otherwise "never would have incurred" or would have resolved "for substantially

lower amounts." Compl. ¶ 197. Kirschner's focus is on the *harm* to HCMLP, rather than any *benefit* to Leventon. The conduct allegations specific to Leventon likewise concern quality of the legal representation and failure to adequately inform or advise the client, or others on behalf of the client, of a conflict of interest. *See, e.g.*, Complaint ¶ 200 (alleged postpetition failure to disclose transfer made by other persons years earlier); ¶ 203 (allegedly deficient trial testimony); ¶ 204 (alleged "assist[ance] in the drafting and execution of the agreement" that effected a transfer); ¶ 205 ("'providing direction' to keep the Redeemer Committee in the dark" about Dondero's alleged scheme). Far from addressing that Leventon obtained an "improper" personal benefit from any transaction addressed in Count V, Kirschner utterly fails to allege anywhere in the Complaint that Leventon obtained *any* personal financial benefit from any transaction addressed in Count V. *See* Complaint ¶¶ 195–208. As taught by Judge Godbey in the *Official Stanford Investors Committee* decision, the omission is fatal to the breach of fiduciary duty claim against Leventon, and Count V must be dismissed. 2014 WL 12572881, at *6 (dismissing a fiduciary duty claim when the law firm allegedly was "aware to a substantial degree of Stanford's misconduct, yet nevertheless continued to provide legal services that ultimately contributed to the proliferation and success of the underlying scheme," and holding that the law firm's work "in order to assure its continued employment by Stanford … does not allege an improper pecuniary interest supporting a conflict of interest; rather, it alleges the same general interest in getting paid that underlies every legal representation, an interest that Texas courts have consistently found insufficient to support a claim for breach of fiduciary duty").

35. Accordingly, Count V sounds in professional negligence and must be dismissed. *Id.* at 438-39.[10]

[10] A professional negligence claim is subject to a two-year statute of limitations, rather than the four-year limitations period applicable to fiduciary duty claims. TEX. CIV. PRAC. & REM. CODE § 16.003(a). If the Court finds that Plaintiff's

2. The Complaint Fails to Allege Leventon Did Anything but Obey and Follow Lawful Client Instructions.

36. The Complaint states that Leventon performed all of the conduct alleged in support of the breach of fiduciary duty claim (Count V) at the instruction of Dondero, the founder and head of HCMLP and Leventon's client representative while serving as in-house counsel for HCMLP. Compl. ¶¶ 197-200, 204-208. Notably, however, the Complaint fails to allege that such instructions constituted a breach of the Fourth Amended and Restated Agreement of Limited Partnership of HCMLP (the "***Fourth LPA***") [Adv. Proc. No. 21-03003-sgj, Dkt. 109-8.]. Texas law is well-established that an attorney cannot be liable for malpractice if they obey and follow a client's lawful instruction. *See Edwards v. Dunlop-Gates*, 344 S.W.3d 424, 433 (Tex. App.—El Paso 2011, pet. denied); *Isaacs*, 356 S.W.3d at 559; *Kimleco Petroleum, Inc. v. Morrison & Shelton*, 91 S.W.3d 921, 923-924 (Tex. App.—Fort Worth 2003, pet. denied); *Garrett v. Giblin*, 940 S.W.2d 408, 410 (Tex. App.—Beaumont 1997, no writ), *Zidell v. Bird*, 692 S.W.2d 550, 553 (Tex. App.—Austin 1985, no writ); *see also Wolf v. Ramirez*, 622 S.W.3d 126, 142 (Tex. App.—El Paso 2020, no pet.) (attorneys have "the duty to follow the client's instructions" as part of their fiduciary duty of integrity and fidelity). The breach of fiduciary duty claim against Leventon must be dismissed on this basis as well. Kirschner cannot recover against Leventon for actions he allegedly undertook at his workplace at the specific instruction of Dondero and management of HCMLP.[11]

fiduciary duty claims properly sound in negligence, then Leventon reserves the right to move to dismiss based on the applicable two-year statute.

[11] "If the principal authorizes a tort, either advertently or inadvertently, he cannot recover for harm resulting to him from it." Restatement (Second) Of Agency § 401, com. d (1957); *see also Sassen v. Tanglegrove Townhouse Condo. Ass'n*, 877 S.W.2d 489, 492 (Tex. App.—Texarkana 1994, writ denied) (applying the same under Texas law).

3. The Complaint Cannot, as a Matter of Texas Law, Adequately Allege the Element of Harm, as Kirschner May Not Substitute his Assessment of Leventon's Legal Work for that of the Then-Client HCMLP.

37. The Fifth Circuit has specifically rejected post-hoc attempts such as that employed by Kirschner here to substitute a trustee's judgment for that of the then-client. *In re Segerstrom*, 247 F.3d 218, 226 (5th Cir. 2001) ("Texas courts have recognized that legal malpractice actions are 'intrinsically personal,' and that the satisfaction of the client in a legal malpractice case is 'paramount.'") (*citing Zuniga v. Groce, Locke & Hebdon*, 878 S.W.2d 313, 318 (Tex. App.—San Antonio 1994, writ ref'd.); *Charles v. Tamez*, 878 S.W.2d 201, 208 (Tex. App.—Corpus Christi 1994, writ denied)).

38. In the foregoing well-reasoned decisions, state and federal courts following Texas law explain why allegations must focus on the satisfaction of the client then-served by the attorney, and not on the satisfaction of a latter-arising bankruptcy estate asserting its dissatisfaction on behalf of the client. The courts also warn of the consequences of ignoring this rule when, as is the case with the HCMLP creditor body, a client's former litigation opponents gain control of the client. See *McLaughlin v. Martin*, 940 S.W.2d 261, 264 (Tex. App.—Houston [14th Dist.] 1997, no writ) ("The assignment of a malpractice claim is perhaps most incompatible with an attorney's duty of loyalty. An attorney's loyalty to his client is likely to be compromised if he knows the client can sell a potential malpractice claim to his adversary."); *Zuniga*, 878 S.W.2d at 318 ("By agreeing to represent an insolvent defendant, a lawyer could be putting his own assets and insurance within reach of a plaintiff who otherwise would have an uncollectible judgment."); *Tamez*, 878 S.W.2d at 208 (allowing previous litigation opponents to seize control of a malpractice claim "does not promote… the overall purpose of the Texas legal system.").

39. The Complaint makes no allegation that HCMLP was anything less than satisfied with Leventon's work when it was performed. While HCMLP obviously did not have the goal of

losing the Acis, Crusader, and UBS litigations, the Complaint does not allege that Leventon mismanaged litigation, but rather that he effectuated the underlying transactions leading to the litigation by, as specifically alleged in the Complaint, following the instructions of HCMLP, issued through Dondero. When the client "received[d] the precise goal" he sought in the representation, then the acts of counsel cannot be said to have caused "injury" to the client. *In re Segerstrom*, 247 F.3d at 226. Absent allegations that Leventon's then-client was dissatisfied with services provided at the time the work was performed, the claim cannot withstand dismissal.

4. The Complaint Fails to Plausibly Allege that Leventon's Conduct Caused HCMLP Damages.

40. A required element for a breach of a fiduciary duty or professional negligence claim against an attorney is but-for causation. In order to plead but-for causation, the plaintiff must allege that the client (1) was unaware of the illegality of its actions or (2) would have acted differently if advised differently. *See Taylor v. Scheef & Stone, LLP*, No. 3:19-CV-2602-D, 2020 WL 4432848 at *6 (N.D. Tex. July 31, 2020) (finding it "speculative to assume" a change in action of counsel would have altered the action of the client) (*citing Smith v. O'Donnell*, 288 S.W.3d 417, 422 (Tex. 2009)); *In re Segerstrom*, 247 F.3d at 226 ("The estate must prove not only that an alternative trial strategy was available to [the client], but that [the client] would have pursued that strategy with independent representation.") (*citing Trinity Universal Ins. Co. v. Bleeker*, 966 S.W.2d 489, 491 (Tex. 1998)). This element is important because the "measure of damages [is] 'the difference between the result obtained for the client and the result that would have been obtained with competent counsel.'" *Rogers v. Zanetti*, 518 S.W.3d 394, 404 (Tex. 2017); see also *Rogers v. Zanetti*, 517 S.W.3d 123, 128–29 (Tex. App.—Dallas 2015), *aff'd*, 518 S.W.3d 394 (Tex. 2017) ("To recover actual damages for the Lawyers' alleged fiduciary breaches, the Clients had to prove suit-within-a-suit causation"). The Complaint fails to adequately plead but-for causation.

41. The Complaint's conclusory assertion that "[b]ut for" the breach of "Dondero (and in turn, Strand), Ellington, and Leventon," HCMLP "never would have incurred" $350 million in allowed claims or would have resolved them "for substantially lower amounts" is insufficient to adequately plead and prove but-for causation as to Leventon. Compl. ¶ 197. Kirschner fails to allege facts that, if true, would show that there would have been a different outcome in the UBS, Crusader, and Acis litigations described in Count V absent Leventon's specific conduct. Indeed, Leventon is not mentioned at all in relation to the HarbourVest transaction.

42. "[A]llegations that a lawyer 'assisted' a client's illegal action or provided deficient legal advice that contributed to the client's harm, without more, are insufficient to satisfy the causation prong [of a] professional negligence claim." *Taylor*, WL 4432848, at *7. In *Taylor*, Judge Fitzwater held that allegations that an attorney lied to the client's regulator and drafted documents in furtherance of the client's illegal scheme "fail to plead sufficient facts" that the law firm's "assistance in illegal conduct constituted a breach of its duties to [the clients] or otherwise proximately caused their damages" because (1) the lawyer did not lie to his client, but rather (allegedly) to a third party, (2) the lawyer owed no duty to his client to whistle-blow on the client's alleged scheme, (3) the client allegedly was aware of the illegality of its conduct, and (4) there was no allegation the client would have acted differently if given different legal advice. *Id.* at *5-7.

43. Rather than plead any allegations particularized to Leventon, the Complaint focuses on the alleged conduct of Dondero and others as driving and profiting from these transactions, with Leventon's role limited to non-specific in-house counsel work that any lawyer on the legal team could have performed. *See* Compl. ¶ 67. Yet the Complaint fails to allege that Dondero and HCMLP would have acted any differently but for Leventon's "aid" in drafting legal documents to "consummate these transactions." *See* Compl. ¶ 67. The Complaint alleges numerous facts that

compel the opposite conclusion to but-for causation, including that "Dondero made every material business, operational, management, and financial decision for HCMLP" (Compl. ¶ 104); "Dondero was the 'ultimate decision-maker' for 'every [] entity in the firm and for the firm as a whole'" (Compl. ¶ 108); and "Dondero frequently instructed HCMLP's legal department to perform legal services in connection with Dondero's personal and business interests." (Compl. ¶ 113). These general and non-specific allegations do not adequately plead but-for causation as to Leventon. *Taylor*, 2020 WL 4432848, at *7.

44. As to the UBS liabilities, Leventon was not even employed by HCMLP at the time UBS commenced its initial action against HCMLP. *Compare* Dkt. 2869 at ¶ 7 (Leventon's employment began September 21, 2009), *with* Compl. ¶ 44 (the UBS action commenced against HCMLP February 24, 2009). The *sole* allegation against Leventon is that "[a]fter the Petition Date, Dondero, Ellington, and Leventon actively concealed this transfer [to Sentinel in 2017]." Compl. ¶ 200. But there are no facts alleged in the Complaint to suggest that Leventon even knew about this transfer. Leventon is not alleged to have been involved at all, much less a necessary actor, in effectuating the transfer. The Complaint does not even plead how the alleged concealment, rather than the transfer itself, caused harm to HCMLP.

45. As to the Acis liabilities, Leventon's only alleged involvement is tangential at best, and the Complaint makes no attempt to make the requisite specific causal connection with the liability incurred by HCMLP. Testimony at trial characterized as of "questionable reliability" does not constitute a breach of a duty to HCMLP. Compl. ¶ 203. Likewise, "assist[ing] in the drafting and execution of the agreement that transferred Acis's interest in a note receivable from HCMLP" does not permit the conclusion that the subject transfer and $23 million liability would not have occurred but for Leventon's drafting assistance because (a) Leventon merely "assisted" others in

drafting the documents, indicating they would have been drafted without Leventon's involvement, (b) Leventon is not alleged to have thought up, advised, or instructed that the transaction take place, and (c) the Complaint never links the drafting of the note receivable agreement to any portion of the $23 million Acis liability. Compl. ¶ 204.

46. As to the Crusader liabilities, the Complaint lists three underlying transactions that allegedly led to the Crusader liability (the "***Crusader Transactions***"). Compl. ¶ 206. However, other than a blanket statement that Leventon "caused" these transactions, the Complaint includes no allegations that Leventon thought up, drafted documents, advised, or otherwise participated in any of the Crusader Transactions. The Complaint certainly does not allege that these transactions would not have taken place but-for Leventon's involvement. Instead, the Complaint merely alleges that Leventon somehow aided Dondero in "keeping the [Crusader] Redeemer Committee in the dark" by allegedly communicating HCMLP's misrepresentations. Compl. ¶ 206. There is no allegation that but-for Leventon's communications, the Redeemer Committee would not have sought, and obtained, the same judgment against HCMLP for the Crusader Transactions.

47. Accordingly, Count V must be dismissed for failure to sufficiently allege but-for causation against Leventon. In the alternative, Count V must be re-plead for lack of a definite statement because Kirschner vaguely groups Leventon with numerous other defendants in this claim despite a lack of specific connection between Leventon and alleged transfers.

5. The Complaint Cannot Claim Breach of Fiduciary Duties for Allegedly Enabling Conduct Harmful to Creditors.

48. Claims that a company's professionals aided and abetted the company in causing injury to its creditors do not belong to a party standing in the shoes of the company. *Reneker v. Offill*, 2009 WL 804134, at *6 (N.D. Tex. Mar. 26, 2009). As such, Kirschner, standing in the shoes of HCMLP, has no standing to assert claims resulting injuries caused by HCMLP to its

creditors.

49. Moreover, Kirschner cannot recover against Leventon for the harms allegedly caused by HCMLP under the guise of a breach of fiduciary duty. In *Reneker*, Chief Judge Fitzwater dismissed a breach of fiduciary duty claim against a company's law firm for allegedly enabling conduct that harmed the company's creditors, which then resulted in the estate being liable to such creditors. *Id.* at *9. In so doing, he held that "allowing the [clients] to continue illegal and/or fraudulent activity, would only amount to a breach of fiduciary duty if [the law firm] owed the [clients] a fiduciary duty not to enable them to continue such activities." *Id.*; *see also Latitude Sols., Inc. v. DeJoria*, 922 F.3d 690, 697 (5th Cir. 2019) (adopting *Reneker* in reversing the trial court's damages finding against the defendants for breaches of fiduciary duty that resulted in creditor claims against the estate).

50. Where the debtor "has joined with a third party in defrauding its creditors, the [debtor's] trustee cannot recover against the third party for the damage to the creditors." *Newby v. Enron Corp., (In re Enron Corp. Sec., Derivative & "ERISA" Litig.)*, 511 F. Supp. 2d 742, 797-798 (S.D. Tex. 2005) (*citing Breeden v. Kirkpatrick & Lockhart LLP* (*In re Bennett Funding Group, Inc.*), 336 F.3d 94, 100 (2d Cir. 2003)); *Shearson Lehman Hutton, Inc. v. Wagoner*, 944 F.2d 114 (2d Cir. 1991). This is the so-called "*Wagoner* Rule"; "though the Fifth Circuit has not directly addressed the *Wagoner rule* specifically, district courts within this Circuit have agreed with the underlying principle." *Brickley for CryptoMetrics, Inc. Creditors' Trust v. ScanTech Identification Beams Sys., LLC*, 556 B.R. 815, 838 (W.D. Tex. 2017) (citing *In re Enron Corp.*, 2007 WL 789141, at *7); *Finova Capital Corp. v. Lawrence*, No. 399CV2552-M, 2000 WL 1808276, at *2 (N.D. Tex. Dec. 8, 2000). "The rationale for the *Wagoner* rule is the fundamental principle of agency that the misconduct of managers within the scope of their employment will

normally be imputed to the corporation." *Bennett Funding*, 336 F.3d at 100. The corporation only may recover against the agent if he "is really committing fraud for his own benefit," and "has totally abandoned the principal's interests." *Id*. "This rule applies to professional liability claims." *Newby*, 511 F. Supp. 2d at 797. Therefore, a party standing in the shoes of the company does not have standing to bring claims that the professionals aided and abetted a company's bad acts against third parties. *Id*. As a matter of law, Kirschner cannot allege breaches of fiduciary duty against Leventon for allegedly enabling conduct harmful to a creditor, which then resulted in HCMLP's estate being liable to such creditor. *Id*.

6. The Complaint Fails to Sufficiently Allege an Entitlement to Damages, as it Does Not Allege "Willful or Wanton Misconduct" Necessary for Liability Under the Governing Partnership Agreement

51. The Fourth LPA, effective at the time of the conduct alleged in the Complaint, is governed by the laws of Delaware. *See* Fourth LPA at § 6.11. Under Delaware law, "if the limited partnership agreement unambiguously provides for fiduciary duties, any claim of a breach of fiduciary duty must be analyzed generally in terms of the partnership agreement." *Gotham Partners, L.P. v. Hallwood Realty Partners, L.P.*, 817 A.2d 160, 170-71 (Del. 2002). Here, the Fourth LPA specifically provides for fiduciary duties. *See, e.g.*, Fourth LPA at §§ 4.1(e)(ii)-(iii), 4.1(g). Therefore, the Fourth LPA "leaves no room for the application of common law fiduciary duty principles to measure the General Partner's conduct" and breach of the Fourth LPA is the "sole source of protection." *Gotham Partners,* 817 A.2d at 171.

52. Section 4.1(i)(i) of the Fourth LPA, titled "Liability of General Partner," provides, "Neither the General Partner nor its directors, officers, ***employees, agents, or representatives*** shall be liable to the Partnership or any Limited Partner for errors in judgment or for any acts or omissions that do not constitute gross negligence or willful or wanton misconduct." As the Complaint alleges that Leventon acted as an agent of the General Partner, Kirschner is barred from

recovering damages for any conduct of Leventon that does not satisfy a "willful and wanton misconduct" standard. Yet, as discussed above, the allegations against Leventon in Count V sound in professional negligence, were performed at the authorization of his client, and, as alleged, do not rise to the requisite level of "willful or wanton misconduct."

B. Kirschner Fails to State a Claim Against Leventon for Civil Conspiracy to Breach Fiduciary Duties (Count XVI).

53. Kirschner also fails to state a claim for civil conspiracy against Leventon. To state a claim for conspiracy, a plaintiff must allege "(1) a combination of two or more persons; (2) the persons seek to accomplish an object or course of action; (3) the persons reach a meeting of the minds on the object or course of action; (4) one or more unlawful, overt acts are taken in pursuance of the object or course of action; and (5) damages occur as a proximate result." *MVS Int'l Corp. v. Int'l Advert. Sols., LLC*, 545 S.W.3d 180, 192 (Tex. App.—El Paso 2017, no pet.) (citing *Tri v. J.T.T.*, 162 S.W.3d 552, 556 (Tex. 2005)).

1. The Allegations Against Leventon Are Vague, Conclusory, and Fail to Allege a Specific Object or Overt Act Involving Leventon

54. Count XVI contains allegations plead in the most vague and conclusory manner as to Leventon. The entirety of Count XVI and the supporting facts fail to identity a single act or omission by Leventon, other than including him in a laundry list of names generally "causing" the alleged breaches. Although the claim does allege certain acts in paragraph 274, none of them pertains to Leventon. Compl. ¶ 274.

2. As an Agent of HCMLP, Leventon Cannot Legally Conspire with Other Agents of HCMLP.

55. Count XVI also fails because Leventon, acting as one of HCMLP's employees in the legal team, cannot as a matter of law conspire with other HCMLP employees when acting within the scope of his work authority, and the Complaint fails to allege that Leventon acted outside of the scope of his authority. *See Graham v. Pazos De La Torre*, 821 S.W.2d 162, 166

(Tex. App.—Corpus Christi-Edinburg 1991, writ denied) ("the general rules are that the principal is liable for the authorized acts of his agent and an agent is liable only if he acts beyond the scope of his authority."); *cf. Adidas Am. Inc. v. Shoebacca Ltd.*, 3:20-CV-03248-N, 2021 U.S. Dist. LEXIS 183828, 2021 WL 4399745, at *4 (N.D. Tex. Sept. 27, 2021) ("Under Texas law, a corporation's agents generally cannot conspire with each other or with the corporation because their acts are attributed to the corporation."); *see also III Forks Real Estate, L.P. v. Cohen*, 228 S.W.3d 810, 814 (Tex. App.–Dallas 2007, no pet.) ("A principal is liable for the fraudulent acts and misrepresentations of its authorized agent, even though the principal had no knowledge of the fraud and did not consent to it, whether or not the principal derives a benefit from it.").[12]

56. The Complaint vaguely alleges that Leventon, Ellington and Dondero "orchestrated myriad transactions to divert funds from HCMLP to Dondero." Compl. ¶ 271. Yet the Complaint does not allege that Leventon's acts with regard to these transactions—described elsewhere in the Complaint as essentially drafting legal documents—were outside the scope of his authority. The absence of allegations in the Complaint that Leventon acted outside of the scope of his authority is not surprising given that "[c]onduct that serves ***any*** purpose of the employer is within the scope of employment even if the conduct escalates beyond that assigned or permitted." *Fink v. Anderson*, 477 S.W.3d 460, 466 (Tex. App.—Houston [1st Dist.] 2015, no pet.) (emphasis added). Strand (and thereby Dondero) had sole discretion to control HCMLP by virtue of the Fourth LPA, and the Complaint specifically alleges that Dondero orchestrated the wrongful actions underlying the alleged conspiracy. *See* Section 4.1(a) of the LPA ("The general Partner shall conduct, direct, and

[12] The Restatement (Second) of Agency § 401, applied by Texas courts in analyzing common law agency relationships, explains that "[i]f the principal authorizes a tort, either advertently or inadvertently, he cannot recover for harm resulting to him from it. Hence, if the principal directs the agent to do an act which, to the knowledge of the agent, is either tortious or criminal, the agent is subject to no liability to the principal…" *Id.* com. d (1957); *see also Sassen*, 877 S.W.2d at 492 (applying the same).

exercise full control of over all activities of the Partnership …"). The Complaint solely seeks relief against Leventon for acts he took at the instruction, or with the consent, of Dondero, the control person of HCMLP. As a result, the Complaint does not (and cannot) allege that Leventon's conduct failed to serve ***any*** purpose of HCMLP or that Leventon acted outside of the scope of his authority, and Count XVI must be dismissed on this basis.

3. No Actionable Civil Conspiracy Exists Because the Complaint Fails to Allege a "Meeting of the Minds" to Cause the Injury.

57. Even if a valid conspiracy claim could be plead in Texas under the facts alleged, the Complaint fails to allege any non-conclusory facts to show that Leventon had the specific intent to harm HCMLP, as required to allege a "meeting of the minds on the object or course of action." *See MVS*, 545 S.W.3d at 192 ("The conspiring parties must be aware of the intended harm or proposed wrongful conduct at the outset of the combination or agreement," and an "actionable civil conspiracy requires specific intent to agree to accomplish something unlawful or to accomplish something lawful by unlawful means."). Agreeing to the conduct alone is not enough: "Conspiracy… requires a specific intent to cause the intended injury." *In re Artho*, 587 B.R. 866, 884-85 (Bankr. N.D. Tex. 2018); *see also Chu v. Hong*, 249 S.W.3d 441, 447 (Tex. 2008) (same). Instead, the Complaint vaguely lumps Leventon into a group of defendants and alleges that they "specifically intended to benefit themselves and Dondero at the expense of HCMLP," without more. Compl. ¶ 275. These bare allegations are insufficient to support Leventon's intent.

4. Dismissal of Certain of the Dondero Fiduciary Duty Claims Also Requires Dismissal of Count XVI

58. Leventon allegedly conspired with Dondero in violating his fiduciary duty in relation to the transactions listed at Complaint ¶ 274 (a) – (c). *See* Compl. at Count IV and XIV (breach of fiduciary duty claims against Dondero for the same transactions). Conspiracy is a derivative tort that depends on participation in some underlying tort. *West Ford Advisors, LLC v.*

Sungard Consulting Servs., Inc., 437 S.W.3d 917, 920 (Tex. App.—Dallas 2014, pet. denied). If the underlying tort claim is dismissed, then the conspiracy claim must also be dismissed. *Id.* Therefore, if the Court dismisses Counts IV and XIV against Dondero in whole or in part for certain of the named transactions, then the Court must also dismiss Count XVI for conspiracy against Leventon for the same transactions.

C. Unjust Enrichment is Not an Independent Claim Cognizable Under Texas Law (Count XXVII).

59. The Complaint includes a claim for "unjust enrichment" against Leventon, but, as the Fifth Circuit has held, no such independent cause of action exists under Texas law. *Midwestern Cattle Mktg., LLC v. Legend Bank, N.A.*, 999 F.3d 970, 972 (5th Cir. 2021) ("unjust enrichment describes the nature of certain claims and remedies, not a distinct cause of action itself"); *see also McCullough v. Scarbrough, Medlin & Assocs.*, 435 S.W.3d 871, 891 (Tex. App.—Dallas 2014, pet. denied) ("unjust enrichment is not an independent claim; rather it is a theory of recovery").

60. Count XXVII should be dismissed under binding precedent in the Northern District of Texas, which routinely dismisses purported "claims" for unjust enrichment. *See, e.g.*, *Hancock v. Chicago Title Ins. Co.*, 635 F. Supp.2d 539, 561 (N.D. Tex. 2009); *Taylor v. Trevino*, No. 3:20-CV-0393-D, 2021 WL 347566, at *4 (N.D. Tex. Feb. 2, 2021); *Arencibia v. AGA Serv. Co.*, No. 4:20-cv-00819-O, 2020 WL 10056799, at *5 (N.D. Tex. Nov. 13, 2020).

CONCLUSION AND REQUESTED RELIEF

61. The Court should dismiss without prejudice the claims against Leventon because Kirschner lacks standing and the Court lacks subject matter jurisdiction to adjudicate them. Moreover, the Court should dismiss with prejudice all the claims, because the Complaint fails to state claims for which relief can be granted against Leventon.

Dated: March 23, 2022

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CERTIFICATE OF SERVICE

I certify that on March 23, 2022, a true and correct copy of the above and foregoing document was served via electronic email through the Court's CM/ECF system to the parties that have requested or consented to such service.

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

In re:	§	**Case No. 19-34054-sgj11**
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	**Chapter 11**
	§	
Debtor	§	

MARC S. KIRSCHNER, AS LITIGATION TRUSTEE OF THE LITIGATION SUB-TRUST	§	**Adversary No. 21-03076-sgj**
Plaintiff,	§	
vs.	§	
JAMES D. DONDERO; MARK A. OKADA; SCOTT ELLINGTON; ISAAC LEVENTON; GRANT JAMES SCOTT	§	

EXHIBIT
BB
APP.1010

III; FRANK WATERHOUSE; STRAND ADVISORS, INC.; NEXPOINT ADVISORS, L.P.; HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P.; DUGABOY INVESTMENT TRUST AND NANCY DONDERO, AS TRUSTEE OF DUGABOY INVESTMENT TRUST; GET GOOD TRUST AND GRANT JAMES SCOTT III, AS TRUSTEE OF GET GOOD TRUST; HUNTER MOUNTAIN INVESTMENT TRUST; MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #1 AND LAWRENCE TONOMURA AS TRUSTEE OF MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #1; MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #2 AND LAWRENCE TONOMURA IN HIS CAPACITY AS TRUSTEE OF MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #2; CLO HOLDCO, LTD.; CHARITABLE DAF HOLDCO, LTD.; CHARITABLE DAF FUND, LP.; HIGHLAND DALLAS FOUNDATION; RAND PE FUND I, LP, SERIES 1; MASSAND CAPITAL, LLC; MASSAND CAPITAL, INC.; SAS ASSET RECOVERY, LTD.; AND CPCM, LLC,	**§**
	§
Defendants.	**§**

MOTION TO DISMISS AND MOTION FOR MORE DEFINITE STATEMENT

****RELIEF SOUGHT FROM DISTRICT COURT****

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CLO HoldCo, Ltd. ("CLO HoldCo"), Charitable DAF HoldCo, Ltd. ("DAF HoldCo"), Charitable DAF Fund, L.P. ("DAF Fund"), and Highland Dallas Foundation ("HDF," together with CLO HoldCo, DAF HoldCo, DAF Fund, and HDF, the "Charitable Defendants")[1] file this *Motion To Dismiss and Motion For More Definite Statement* (the "Motion"), seeking pursuant to FED. R. CIV. P. 12(b)(1), (6) and 12(e) (hereinafter, "Rule 12"), dismissal with prejudice, of Counts XV, XVI and XXX and a more definite statement for Counts XVIII and XIX of the *Complaint* [Dkt. No. 1][2] filed by Marc S. Kirschner, as Litigation Trustee of the Litigation Sub-Trust (the "Trustee") on October 15, 2021 (the "Complaint"), which commenced this Adversary Proceeding 21-03076 (the "Adversary Proceeding"). The Charitable Defendants respectfully show as follows:

1. The Complaint identifies a number of causes of action sought to be asserted by the Trustee against the Charitable Defendants. As set forth below, and further supported by their *Brief in Support* ("Brief in Support") filed contemporaneously herewith, the Charitable Defendants

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[1] The Charitable Defendants have filed a *Motion to Withdraw the Reference* [Dkt. No. 59] (the "Motion to Withdraw the Reference") which moves for immediate withdrawal of the reference to the District Court. This Motion to Dismiss is filed without any waiver of the Charitable Defendants' right to adjudication of this matters by the District Court and any and all rights to a jury trial on all claims.

[2] The Charitable Defendants submit this Motion in accordance with the *Stipulation and Scheduling Order* and assert that this pre-answer motion for partial dismissal tolls the period for answering the Complaint and does not occasion default on claims unchallenged by the Motion. *Unbound Partners Ltd. P'ship v. Invoy Holdings Inc.*, 251 A.3d 1016, 1028 (Del. Super. Ct. 2021) (collecting cases reflecting this so-called majority rule). District courts within this Circuit have adopted the majority rule. *See Iraheta v. Equifax Info. Servs., LLC*, No. 5:17-CV-1363, 2018 WL 3381419, at *2–3 (W.D. La. July 10, 2018) (explaining that "the weight of the limited authority on this point is to the effect that the filing of a motion that only addresses part of a complaint suspends the time to respond to the entire complaint, not just to the claims that are the subject of the motion. Courts following this majority rule have noted that the minority approach would require duplicative sets of pleadings in the event that the Rule 12(b) motion is denied and cause confusion over the proper scope of discovery during the motion's pendency); *Bertaut v. Par. of Jefferson*, No. CIV.A. 02-2104, 2002 WL 31528468, at *1 (E.D. La. Nov. 8, 2002) (citing to 5B Charles Wright et al., Federal Practice and Procedure § 1346 (3d ed. 2004)). The majority approach is not only more practical but comports with plain language of Rule 12. Rule 12(a) necessarily contemplates that the submission of "any motion to dismiss" asserting such a defense-- including one that withholds other potential defenses---"results in the responsive pleadings not becoming due until ten days after notice of the court's action" on the motion. *See* Michael D. Moberly & Andrea G. Lisenbee, *To Plead or Not to Plead?: Assessing the Effect of A Partial Motion to Dismiss on the Duty to Answer*, 13 SUFFOLK J. TRIAL & APP. ADVOC. 45 (2008). [NOTE: THE 10 DAY DEADLINE IS NOW 14 DAYS]

move to dismiss Count XV (aiding and abetting) and Count XVI (civil conspiracy) against all Charitable Defendants under Rule 12(b)(1) and (6) (lack of subject matter jurisdiction and failure to state a claim), and Count XXX (unjust enrichment) against CLO Holdco under Rule 12(b)(1) and (6) (lack of subject matter jurisdiction and failure to state a claim). Further, the Charitable Defendants move for a more definite statement under Rule 12(e) as to Count XVIII (constructive fraudulent transfer) and Count XIX (intentional fraudulent transfer).

2. In support of the requested relief, the Charitable Defendants attach true and correct copies of the exhibits further described in the Charitable Defendants' *Appendix* (the "Appendix"), filed separately pursuant to Local Bankruptcy Rule 7007-g, and incorporate the exhibits by reference into the Motion and Brief in Support. The exhibits contained in the Appendix are integral to the Complaint and the asserted causes of action, and are referenced within the Complaint as being integral to the purported claims therein. The Charitable Defendants submit that the Appendix exhibits are properly submitted to the Court as part of their Motion, do not convert the Motion to a summary judgment motion under FED. R. CIV. P. 56 or FED. R. BANKR. P. 7056, and should be considered by the Court under Rule 12. *See Phalanx Grp. Int'l v. Critical Sols. Int'l*, No. 3:18-CV-0244-B, 2019 WL 954727, at *3 (N.D. Tex. Feb. 26, 2019) (explaining that in the context of 12(b) a court may review the complaint, any documents attached to the complaint, and any documents attached to the motion to dismiss that are central to the claim and referenced by the complaint) (citing *Ironshore Europe DAC v. Schiff Hardin, L.L.P.*, 912 F.3d 759, 763 (5th Cir. 2019) and *Lone Star Fund V (U.S.), L.P. v. Barclays Bank PLC*, 594 F.3d 383, 387 (5th Cir. 2010)).

I. BACKGROUND

A. The Service Agreement and Investment Advisory Agreement

3. In the Complaint, the Trustee alleges that "HCMLP acted as the formal or informal

non-discretionary investment manager for the DAF [Fund] from its inception through 2020, and provided advisory and back-office services to the DAF [Fund] and its subsidiaries, including CLO Holdco, Ltd., from 2012 until HCMLP terminated that relationship in February 2021." *See* Complaint, ¶23. This contractual relationship is integral to the claims made in the Complaint against the Charitable Defendants which relate to investment decisions made by the Charitable Defendants, at the advice of HCMLP pursuant to these contractual relationships. *See* Complaint, ¶¶125-130, 205.

4. In January 2017, HCMLP, and Charitable DAF Fund, L.P. (the "DAF Fund") and Charitable DAF GP, LLC (the "DAF GP") entered into the service and advisory agreements: *See* that certain *Second Amended and Restated Service Agreement, Dated January 1, 2017 between Highland Capital Management, L.P., and Charitable DAF Fund, L.P., Charitable DAF GP, LLC* (the "Service Agreement") and the *Second Amended and Restated Investment Advisory Agreement, Dated January 1, 2017 between Highland Capital Management, L.P. and Charitable DAF Fund, L.P., and Charitable DAG GP, LLC* (the "Advisory Agreement"); Appendix pp. 00006-00011, 00012-00018.

5. Pursuant to the Service Agreement, as alleged by the Trustee, HCMLP provided all back-office support for DAF Fund, DAF GP, and CLO HoldCo. *See* Complaint, ¶23. The services specifically include: trade execution, risk management, trade settlement, and document review and preparation. *See* Appendix p. 00011.

6. Pursuant to the Advisory Agreement, HCMLP acted as investment advisor to DAF Fund, DAF GP, and CLO HoldCo with respect to the to the investment and reinvestment of the cash, Financial Instruments and other properties comprising the assets and liabilities of the Fund and its subsidiaries." *See* Complaint, ¶23, Appendix p. 00012. Specifically, HCMLP advised the

"[DAF Fund] and its subsidiaries with respect to investing, directly or indirectly, on margin or otherwise, in all types of securities and other financial instruments of United States and non-U.S. entities…" *Id*. at p. 13. Further, HCMLP advised DAF Fund and its subsidiaries on "possessing, transferring, mortgaging, pledging or otherwise dealing in, and exercising all rights, powers, privileges and other incidents of ownership or possession with respect to Financial Instruments and other property and funds held or owned by the Fund and/or its subsidiaries." *Id.*

7. The Service Agreement and Advisory Agreement were effective until January 2021. *See* Complaint, ¶23, Appendix p. 00019-00020.

B. The Get Good Transfers

8. The first four (4) counts against the Charitable Defendants, Counts XV, XVI, XVII and XIX, concern a certain series of transfers taking place in late December 2016 whereby according to the Trustee, HCMLP transferred "assets" comprised of (1) $2,032,183.24 in Series A Interests in Highland Capital Loan Fund, L.P.; (2) $8,710,000 in participation interests in call options of American Airlines Group, Inc.; (3) participation and tracking interests in certain Highland Crusader Fund, L.P. and Highland Crusader Fund II, Ltd. (the "Crusader Funds Interests") shares, which at the time were "valued" at $12,625,395.44 [or according to the Trustee in conclusory fashion without factual basis, "potentially more"] (together, the "Transferred Assets") by purchase and sale agreement to Get Good Trust ("Get Good") in exchange for the Dugaboy Note, which the Trustee labels again without factual basis as "empty promises" (the "Get Good Transfer"). *See* Complaint, ¶¶125-30.

9. After the Get Good Transfer was completed, Get Good donated the Transferred Assets to HDF. Complaint, ¶129. After Get Good donated the Transferred Assets to HDF, HDF contributed the Transferred Assets to DAF HoldCo, who transferred the Transferred Asset to the

DAF Fund. Finally, the DAF Fund transferred the Transferred Assets to CLO Holdco. *See* Complaint, ¶129.

10. Based upon the forgoing, the Trustee asserts four (4) counts against the Charitable Defendants:

> COUNT XV: aiding and abetting breach of fiduciary duty under Delaware law or knowing participation in breach of fiduciary duty under Texas law ("Aiding Bad Conduct Action");
>
> COUNT XVI: civil conspiracy to breach fiduciary duties under Texas law by participating in the transfer of the Get Good Transfer (the "Civil Conspiracy Action");
>
> COUNT XVIII: avoidance of the Get Good Transfer and recovery of the Transferred Assets as constructively fraudulent transfers under 11 U.S.C. §§ 544 and 550 and applicable state law (either Delaware of Texas law) (the "Constructive Fraud Avoidance Action"); and
>
> COUNT XIX: avoidance of the Get Good Transfer and recovery of the Transferred Assets as intentionally fraudulent transfers under 11 U.S.C. §§ 544 and 550 and applicable state law (either Delaware of Texas law) (the "Intentional Fraud Avoidance Action," together with the Constructive Fraud Avoidance Action, the "Get Good Avoidance Actions").

C. The HCLOF Investment and HarbourVest Settlement

11. According to the Trustee, in November 2017, HCMLP, through Mr. Dondero ("Dondero") and HCMLP counsel Scott Ellington ("Ellington"), induced HarbourVest[3] to purchase 49.9% of Highland CLO Funding, Ltd. ("HCLOF") from CLO HoldCo for approximately $75 million in cash, with a commitment to invest an additional $75 million in HCLOF (the "HCLOF Investment"). Complaint, ¶70. In inducing the HCLOF investment from

[3] 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").

HarbourVest, according to the Trustee, HCMLP made misrepresentations and omissions. *Id*. at ¶71.[4]

12. The Complaint alleges that on April 8, 2020, the HarbourVest entities filed proofs of claim against HCMLP alleging that HCMLP had fraudulently induced them into entering into the HCLOF Investment based on HCMLP's misrepresentations and omissions. Complaint ¶205, *see also* Appendix pp. 21-74 (the "HarbourVest Claims"). The HarbourVest Claims assert no claim against CLO HoldCo. Instead, the gravamen of the HarbourVest Claims is that while HCMLP was inducing it to invest in HCLOF, it was using and abusing HCLOF through multiple alleged misconduct acts that it failed to disclose and that were harmful HCLOF (and that this conduct continued after the investment to the detriment of the company and HarbourVest's investment in it). *See* Appendix p. 00061-00062.

13. On December 23, 2020, HCMLP filed that certain *Motion for Entry of an Order Approving Settlement with HarbourVest (Claim Nos. 143, 147, 149, 150, 153, 154) and Authorizing Actions Consistent Therewith* [Bankruptcy Case, Dkt. No. 1625] (the "Settlement Motion"). *See* Complaint ¶205; Appendix pp. 00105. The Settlement Motion explained that HarbourVest asserted claims against HCMLP for fraud, securities violations, and breach of fiduciary duties, amongst others. *See* Complaint, ¶205, 358; Appendix p. 00091-00103.[5]

14. Pursuant to the settlement agreement reached between HCMLP and HarbourVest, HarbourVest received an allowed general unsecured claim in the amount $45 million and a

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[4] Also, but of no moment as regards CLO HoldCo or any claim against it, according to the Trustee, Dondero caused CLO HoldCo to invest the cash it received from the HCLOF Investment in Dondero-owned entities, including NexPoint and HCMFA. *Id*. at ¶72.

[5] Though outside the scope of the Complaint and therefore the scope of the Motion, at no point did, or has, HarbourVest asserted any claim against CLO HoldCo related to the HCLOF Investment. The Trustee knows this.

subordinated allowed general unsecured claim of $35 million [Bankruptcy Case, Dkt. No. 1631-1] (the "Settlement Agreement"). *See* Complaint, ¶99; Appendix, p. 00117-00125.

15. Nowhere in the Settlement Agreement did HarbourVest assign any claim against CLO HoldCo. Further, HCMLP did not admit liability, fault, or wrongdoing by HCMLP related to the HCLOF Investment and acknowledged that there was a bona fide dispute with respect to the HarbourVest's claims. *See* Appendix, p. 00121.

16. Based upon the forgoing, the Trustee asserts, amongst other claims, Breach of Fiduciary Duty Arising Out of Conduct that Resulted in HCMLP Liabilities [Count V] (the "HCMLP Liability Claim"). In the HCMLP Liability Claim, the Trustee asserts that Dondero is responsible to the Trustee for any liability of HCMLP to HarbourVest arising from the HCLOF Investment. *See* Complaint, ¶205.

17. The Trustee further asserts an Unjust Enrichment Claim against Dondero [Count XXVI] (the "Dondero Unjust Enrichment Claim") asserting that Dondero caused HCMLP to enter into transactions that injected funds into other entities he owned or controlled [Complaint, ¶336-37], and against Ellington [Count XXVII] (the "Ellington Unjust Enrichment Claim") arguing that Ellington's willful misconduct gave rise to more than $350 million in allowed claims against HCMLP [Complaint, ¶344].

18. Against CLO HoldCo the Trustee asserts

> Count XXX: Unjust Enrichment against CLO HoldCo arguing that CLO HoldCo was unjustly enriched by its receipt of funds from HarbourVest's purchase (the "Unjust Enrichment Action").

19. The Trustee seeks restitution from CLO HoldCo disgorging "all payments, transfers, profits, fees, benefits, incentives, and other things of value obtained by it as a result of its unjust receipt and use of the proceeds of the HarbourVest investment." Complaint, ¶359. This assertion is made despite the contradictory allegations that HCMLP, acting through Dondero and

Ellington caused the HarbourVest Claims, so that, HCMLP through the Trustee is now asserting that CLO HoldCo, its advisee, should pay the bad acting advisor back as recompense for the advisors bad acts against a third party.

D. The Plan was confirmed and went effective

20. On February 22, 2021, the Bankruptcy Court entered the *Order (I) Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (II) Granting Related Relief* [Bankruptcy Case, Dkt. No. 1943] confirming the Debtor's *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P* (the "Plan").. Appendix p. 00159; Complaint ¶11.

21. On October 15, 2021, the Trustee commenced this Adversary Proceeding.

II. GROUNDS FOR DISMISSAL

22. As set forth herein, the Complaint asserts the following causes of action:

> COUNT XV: aiding and abetting breach of fiduciary duty under Delaware law or knowing participation in breach of fiduciary duty under Texas law ("Aiding Bad Conduct Action");[6]
>
> COUNT XVI: Civil Conspiracy to breach fiduciary duties under Texas law by participating in the transfer of the Get Good Transfer against all of the Charitable Defendants (the "Civil Conspiracy Action");[7]
>
> COUNT XVIII: avoidance of the Get Good Transfer and recovery of the Transferred Assets as constructively fraudulent transfers under 11 U.S.C. §§ 544 and 550 and applicable state law (either Delaware of Texas law) (the "Constructive Fraud Avoidance Action");[8] and
>
> COUNT XIX: avoidance of the Get Good Transfer and recovery of the Transferred Assets as intentionally fraudulent transfers under 11 U.S.C. §§ 544 and 550 and applicable state law (either Delaware of Texas law) (the "Intentional Fraud Avoidance Action," together with the Constructive Fraud Avoidance Action, the

[6] Complaint, ¶¶266-69.

[7] Complaint, ¶¶270-75.

[8] Complaint, ¶¶282-92.

"Get Good Avoidance Actions");[9] and

Count XXX: Unjust Enrichment against CLO HoldCo arguing that CLO HoldCo was unjustly enriched by its receipt of funds from HarbourVest's purchase (the "Unjust Enrichment Action").[10]

A. Dismissal of Aiding Bad Conduct Action and Civil Conspiracy Action Pursuant to Rule 12(b)(1) and 12(b)(6) For Failure to Preserve Such Claims Through the Plan

23. With respect to the Aiding Bad Conduct Action and Civil Conspiracy Action, the Trustee's claim must be dismissed due to the lack of subject matter jurisdiction and lack of standing pursuant to Rule 12(b)(1) and 12(b)(6), as the claims were not preserved for prosecution by the Trustee within the Plan documents.

24. The Bankruptcy Code permits a plan to "provide for the retention and enforcement by the debtor, by the trustee, or by a representative of the estate appointed for such purpose, of any" claim belonging to the estate. *See* 11 U.S.C. § 1123(b)(3)(B). The Fifth Circuit has held that a representative of the estate may only continue to enforce a claim previously held by the estate after confirmation if the claim was retained by the plan. *In re United Operating*, 540 F.3d 351, 355 (5th Cir. 2008). In order for a claim to be retained by a plan, the plan must include language retaining it that is "specific and unequivocal." *Id*. Absent such language, the court must dismiss that claim for lack of subject matter jurisdiction under Rule 12(b)(1) and 12(b)(6). *Rossco Holdings, Inc. v. McConnell,* 613 Fed. App'x 302, 308 (5th Cir. 2015). Similarly, where a plaintiff lacks standing to bring its claims, dismissal pursuant to Rule 12 is appropriate. *See United Operating*, 540 F.3d at 356 (affirming dismissal pursuant to Rule 12(b)(6)); *Rossco*, 613 Fed. App'x at 308 (affirming dismissal pursuant to Rule 12(b)(1)).

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[9] Complaint, ¶¶293-300.

[10] Complaint, ¶¶357-50.

25. Here, the Plan provided that the schedule of retained Causes of Action (the "Schedule of Retained Causes of Action") would be provided in the Plan Supplement. *See* Plan, Article, I, ¶95, Confirmation Order, ¶25. HCMLP filed the first Schedule of Retained Causes of Action on November 13, 2020 which was expressly amended and superseded on January 4, 2021, then on January 22, 2021, and again on February 1, 2021. *See* Appendix, p. 00320-00387; [Bankruptcy Case, Dkt. Nos. 1389-5, 1656-1, 1811-1, 1875-3]. The final February 1, 2021 Schedule of Retained Causes of Action contains an extensive (and boilerplate) list of generic causes of actions.[11] Appendix, p. 00371-00387. Nothing in the Schedule of Retained Causes of Action rises the requisite level of specificity that would preserve the Aiding Bad Conduct Action or Civil Conspiracy Action under *United Operating*. Despite the reiteration of boilerplate after boilerplate listing of claims and Causes of Action retained, there is no mention of civil conspiracy, and no specific mention of aiding and abetting breach of fiduciary duty under Delaware law or knowing participation in breach of fiduciary duty under Texas law. Certainly there is not even an attempt to link ANY Retained Cause of Action to the Charitable Defendants.

26. The Fifth Circuit has specifically found that blanket descriptions, like "claims brought under state law, claims brought under federal law, claims under any common-law theory of tort or law or equity, and any claims similar in nature to the foregoing claims," are not a specific

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[11] The Retained Causes of Action include: breach of fiduciary duties, breach of duty of care, breach of duty of loyalty, usurpation of corporate opportunities, breach of implied covenant of good faith and fair dealing, conversion, misappropriation of assets, misappropriation of trade secrets, unfair competition, breach of contract, breach of warranty, fraud, constructive fraud, negligence, gross negligence, fraudulent conveyance, fraudulent transfer, fraudulent misrepresentation, negligent misrepresentation, fraudulent concealment, fraudulent inducement, tortious interference, quantum meruit, unjust enrichment, abuse of process, alter ego, substantive consolidation, recharacterization, business disparagement, indemnity, claims for recovery of distributions or dividends, claims for indemnification, promissory estoppel, quasi-contract claims, any counterclaims, equitable subordination, avoidance actions provided for under sections 544 or 547 of the Bankruptcy Code, claims brought under state law, claims brought under federal law, claims under any common-law theory of tort or law or equity, and any claims similar in nature to the foregoing claims

and unequivocal reservation of a common-law claim. *In re Crescent Res., LLC*, 463 B.R. 423, 430 (Bankr. W.D. Tex. 2011) (citing to *United Operating*, 540 F.3d at 354).

27. Because the Schedule of Retained Causes of Action does not contain specific and unequivocal language relating to the Aiding Bad Conduct Action and Civil Conspiracy against the Charitable Defendants, the Trustee lacks standing to bring either, and therefore this Court is without subject matter jurisdiction.

B. Dismissal of Civil Conspiracy Action Pursuant to Rule 12(b)(1) and 12(b)(6), as the Trustee Has No Standing Under Applicable State Law

28. Further, in connection with this Civil Conspiracy Action, the Trustee alleges that the Charitable Defendants along with Dondero and Scott "participated in the fraudulent [Get Good Transfer] that siphoned valuable assets from HCMLP in return for patently insufficient consideration", and "conspired to cause HCMLP to transfer valuable assets to CLO Holdco for less than reasonably value". Complaint, ¶¶ 272, 274. The Complaint continues on to make various other statements related to this alleged conspiracy regarding the Get Good Transfer. Notably, while the Trustee states that this claim is one for civil conspiracy for breach of fiduciary duty, the allegations reflect that the true nature of this claim is for civil conspiracy for an alleged fraudulent transfer.

29. That being the case, the Trustee does not have standing to assert the Civil Conspiracy Action against the Charitable Defendants, as the Complaint seeks to avoid the Get Good Transfer through use of the bankruptcy estate's power under 11 U.S.C. § 544(b)(1) ("Section 544(b)") which is the power to avoid transfers avoidable under state law by an unsecured creditor holding an allowed claim against the bankruptcy estate. Under applicable state law, as determined by controlling decisions binding under state law and by the Fifth Circuit binding upon this Court, the Trustee, acting for the benefit of creditors (and particularly when the capacity to act to avoid

transfers as here, under Section 544(b) derives directly from the rights of a creditor holding an allowed claim to avoid transfers under state law), does not have standing to assert a civil conspiracy cause of action against other parties for actions giving rise to such transfers of property; as under state law only a party holding an interest in the property transferred, a lien for example, can be directly damaged by the transfer of property to adversely affect that party's interest in the property transferred. The Trustee's role here, as essentially an unsecured creditor, or standing in the shoes of an unsecured creditor for the benefit of the bankruptcy estate, bars his ability to bring the Civil Conspiracy Action as the Trustee has no standing because there was simply no actionable damage sustained by the Trustee in such a role, under applicable state law. This conclusion has been upheld by both the Texas Supreme Court and the Fifth Circuit. Therefore, the Civil Conspiracy Action must be dismissed pursuant to Rule 12(b)(1) on the basis of no subject matter jurisdiction (lack of standing), and as well under Rule 12(b)(6) for failure to state a claim under which relief can be granted.

C. Dismissal of Unjust Enrichment Action Under Rule 12(b)(1) and Rule 12(b)(6).

30. Further, dismissal of the Unjust Enrichment Action is necessary under Rule 12(b)(1) for lack of subject matter jurisdiction (no jurisdiction under Section 1334), and under Rule 12(b)(6) for failure to state a claim upon which relief can be granted. Initially, there is no subject matter jurisdiction under 28 U.S.C. § 1334 over the Unjust Enrichment Action. There was no claim or antagonism pending against the Charitable Defendants at the time of plan confirmation concerning a claim for unjust enrichment (or any other claim) arising from or related to the HarbourVest Settlement or HarbourVest Claims. Because the Unjust Enrichment Action would only be a related to proceeding over which the bankruptcy court would have no final authority power absent consent, and because the Complaint was filed after the effective date of the Plan,

there is no Section 1334 jurisdiction over what would have been only a related to state law proceeding, and thus, post-confirmation bankruptcy jurisdiction over this Unjust Enrichment Action does not exist.

31. Even if post-confirmation jurisdiction somehow exists under Section 1334, the Trustee lacks standing to bring the Unjust Enrichment Action, as the Trustee standing in the shoes of HCMLP cannot be aggrieved (by its own misconduct) such that receipt of a purchase price by CLO HoldCo from HarbourVest could have caused HCMLP harm or a redressable wrong. Simply, HCMLP cannot be a person aggrieved sufficient to be a party with standing, given the allegations in the Complaint which assert nothing more than HCMLP, acting through its control persons, and while being advisor to CLO HoldCo, caused damage to HarbourVest through its bad acts to HarbourVest.[12] Therefore, under Rule 12(b)(1) the Unjust Enrichment Action must be dismissed. The Trustee, standing in the shoes of HCMLP, attempts to pin liability on CLO HoldCo for *HCMLP's* own alleged bad acts against a third-party investor, HarbourVest causing it to purchase part of CLO HoldCo's interests in HCLOF and post-purchase, damaging the investment by damaging HCLOF. However, had CLO HoldCo committed such bad acts, HarbourVest perhaps held claims against HCMLP, and perhaps, had it alleged any bad acts of CLO HoldCo, could have had a direct right to bring an action against CLO HoldCo. The Complaint in no way asserts that HarbourVest assigned any claim it held against CLO HoldCo to the estate (and the HarbourVest Settlement Agreement and Settlement Order are devoid of any such assignment). The Trustee

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[12] As shown in the Brief in Support, the allegation of the supposed bad acts against HarbourVest by HCMLP were in fact as well acts against CLO HoldCo, which owned some 98% of HCLOF before the Harbourvest purchase and 49% after. So the Unjust Enrichment Action in fact alleges that HCMLP, while damaging the investment of its advisee CLO HoldCo through the same conduct as alleged by HarbourVest, should be recompensed by CLO HoldCo for the purchase price paid by HarbourVest, despite the fact that if HarbourVest was damaged by the misconduct alleged in the Complaint, so was CLO HoldCo.

lacks standing to bring causes of action that, if any such claims exist (which CLO HoldCo asserts do not), be direct claims against third parties held by and belonging to those third parties, regardless whether the third parties are creditors of the bankruptcy estate. *See Caplin v. Marine Midland Grace Trust Co.*, 406 U.S. 416, 433–34, 92 S.Ct. 1678, 1688, 32 L.Ed.2d 195 (1972)

D. Dismissal of Unjust Enrichment Action Under Rule 12(b)(6) for failure to state a claim.

32. Moreover, and only if subject matter jurisdiction exists under Section 1334, with respect to the Unjust Enrichment Action, the Trustee fails, pursuant to Rule 12(b)(6), to satisfy the pleading requirements to state a claim upon which relief can be granted. Texas law does not even recognize a cause of action for unjust enrichment—rather, it is a theory of liability that a plaintiff can pursue through various equitable causes of action seeking restitution. It is not, however, a separate cause of action. *Hancock v. Chicago Title Ins. Co.*, 635 F. Supp. 2d 539, 560-61 (N.D. Tex. 2009) (internal citations omitted). Further, CLO Holdco received the price for what it sold on advice of its investment advisor (HCMLP) and there is no fact asserted (and not even conclusory allegations) that CLO HoldCo had knowledge of a potential unconscionable benefit. Nor does the Complaint allege that that CLO Holdco had the requisite knowledge necessary for a theory of unjust enrichment to prevail through assertion of other causes of action. In fact, according to the Harbourvest Claims and the Settlement Agreement, the HarbourVest Claims arose because of the damage being done by HCMLP to HCLOF as of the HarbourVest acquisition and thereafter, such that if HCMLP was damaging the entity owned in part by CLO HoldCo, then as advisor with a fiduciary duty to CLO HoldCo, HCMLP was damaging the investment of CLO HoldCo in a like manner (that is, as of and after the HarbourVest acquisition). The Trustee has failed to sufficiently meet the Rule 12(b)(6) pleading requirement of asserting a claim upon which relief can be granted, as there is no cause of action for unjust enrichment under Texas law (the law which, according to

the Complaint, applies), and the Trustee in fact pleads backwards - that because of its damage to HCLOF and thereby to its advisee, CLO HoldCo, it should be paid by CLO HoldCo (i) for advice it gave as part of its advisory duties and (ii) directly because the misconduct of HCMLP harmed a third party. Neither of these pled allegations is sufficient to state a claim upon which relief can be granted. Thus, the CLO HoldCo Unjust Enrichment Action must be dismissed.

33. In addition, the Trustee is barred by CLO Holdco's affirmative defenses of unclean hands and *in pari delicto* that appear on the face of the Complaint. At all times relevant, according to the Complaint, HCMLP was investment advisor and manager of CLO HoldCo under the two agreements, including while HCMLP was advising HarbourVest to purchase 49% of HCLOF. While the Complaint does not allege directly that HCMLP advised CLO HoldCo to sell to HarbourVest, the Trustee does allege that at all times relevant to the claims asserted HCMLP acted under the Advisory Agreement with CLO HoldCo as advisee, and the advisory services to be performed by HCMLP clearly covered advising CLO HoldCo in transactions such as the HarbourVest sale.[13] The inference to be drawn from the allegations of the Complaint is that HCMLP, acting under the Advisory Agreement advised CLO HoldCo to sell to Harbourvest. Now, the Trustee, standing in the shoes of HCMLP, says that because it (HCMLP) committed bad acts against HarbourVest, which bought a percentage of CLO HoldCo's interests in HCLOF, the bad actor, HCMLP, should be recompensed by CLO HoldCo for the amount CLO HoldCo received from HarbourVest. The Trustee is subject to the same defenses as HCMLP would be. Due to HCMLP's alleged bad conduct and its own wrongdoing in connection with the HarbourVest

[13] The Advisory Services included "investment advice with respect to the investment and reinvestment of the cash, Financial Instruments and other properties comprising the assets and liabilities of the Fund and its subsidiaries" as well the and the sale of Financial Instruments. *See* Appendix p. 00013.

HCLOF Investment, which if it occurred was also bad conduct and wrongdoing to CLO HoldCo, its advisee (to whom it owed a fiduciary duty), the same damage to HCLOF done to the interest of HarbourVest was done to the interests of CLO HoldCo. Therefore, these affirmative defenses mandate that the Court dismiss the Unjust Enrichment Action.

34. Lastly, the Trustee has alleged an adequate legal remedy that renders the theory of unjust enrichment unavailable as a theory of recovery. The Trustee seeks recovery against Dondero and Ellington on almost identical grounds. Because those claims constitute adequate legal remedies to satisfy the Trustee's allegations, the Trustee is precluded from asserting this claim against CLO Holdco.

35. For the foregoing reasons, as well as the Brief in Support, the Charitable Defendants request that the Court dismiss the Aiding Bad Conduct Actopm and Civil Conspiracy Action for want of subject matter jurisdiction, and dismiss the Unjust Enrichment Action for want of subject matter jurisdiction, or, in the alternative, if the Court finds subject matter jurisdiction to exist, dismissal under Rule 12(b)(6), with prejudice, as the Charitable Defendants establish through their Brief in Support that amendment would be futile.

III. MORE DEFINITE STATEMENT REGARDING GET GOOD AVOIDANCE ACTIONS UNDER RULE 12(E).

36. The Trustee's Get Good Avoidance Actions are premised upon the idea that the Transferred Assets (the majority of the "value" of which included tracking and participation interests in shares of certain Crusader Funds held by HCMLP) were worth less than the Dugaboy Note. But while the Complaint alleges that the assets transferred by HCMLP were valued at least $23,367,578 (along with the repeated conclusory assertion, that the interests were "worth potentially more"), noticeably absent from the Complaint is any recitation of what the Trustee asserts the value of the Dugaboy Note to be. *See* Complaint, ¶127, ¶128 (describing Dugaboy

Note but not pleading any type of valuation). The Dugaboy Note is referenced in the Complaint and is essential to the relief requested, and therefore the Duagboy Note and payment schedule are contained as exhibits in the Appendix. Since the date of the Duagboy Note, the principal balance has been paid down by $5,982,353.53, or approximately 25% and interest is current. Appendix pp. 00463-00465. So while the Trustee bemoans the value of the Dugaboy Note, the Complaint in fact never offers a valuation of the Dugaboy Note and never pleads what the Trustee knows—that the principal balance has been reduced by some 25%, and interest is current.

37. On the other hand, the Complaint alleges specifically that the assets transferred were "valued" at $23,367,578, and specifically asserts that the Crusader Funds Interests component of the valuation was more than 50% of the value of the assets transferred. Complaint, ¶127. In fact though, the Trustee asserts that claims asserted by the Redeemer Committee in the Redeemer Arbitration—which included the claim that any Crusader Funds Interests held by HCMLP without Redeemer Committee approval were illegally obtained—were so damning that ignores the inconsistency that some of the very assets allegedly transferred because of the Crusader Redeemer Committee arbitration action claims made beginning in July 2016, consisted of economic interests in Crusader Funds Interests that were being directly attacked by the same Redeemer Arbitration as illegally obtained by HCMLP. *See* Complaint, ¶84, Appendix p. 00391, 000395, 000411. In other words, the Complaint alleges an irresolvable conflict - (i) the Redeemer Committee brought claims against HCMLP that included that its acquisition of Crusader Funds Interests was illegal (and thus the Crusader Funds Interests were wrongfully obtained from inception and should be returned (perhaps net of the purchase price, which was allegedly below market)); but (ii) several months later the economic value of the same Crusader Funds Interests were transferred out as part of a plan to siphon valuable and liquid assets of HCMLP, and such

interests should be fully valued and seen to be potentially increasing in value. The Trustee cannot have it both ways.

38. So while CLO HoldCo may have a claim against HCMLP for return of the purchase price paid for such interests because they were eventually extinguished by the Redeemer Arbitration, the Complaint presents fully inconsistent allegations concerning the value of the Transferred Assets, as the claim of illegality of the HCMLP held Crusader Funds Interests had been made ***before*** the Get Good Transfer, yet the Trustee asserts that the same Crusader Funds Interests held full and potentially increasing value. These assertions cannot exist within a single Complaint.[14]

39. Taking the Trustee's allegations as true, at the time of the Get Good Transfer, HCMLP was aware of the Redeemer Committee claims (directly attacking the Crusader Funds Interests)[15] and jettisoned these troubled Crusader Funds Interests in exchange for the Dugaboy Note, with a principal face amount of $23,367,578.

40. Despite this, and the fact that the "value" of the Crusader Funds Interests amounted to greater than 50% of Transferred Assets, the Trustee asserts in mere conclusory fashion that the

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[14] In fact, the Trustee has taken the position before the Bankruptcy Court that because the Crusader Funds Interests were extinguished because they were obtained illegally, they could not have value upon which to ground a claim against the bankruptcy estate. Because the infirmity existed as of the date of the Get Good Transfer, the Trustee should be bound to that position, which clearly contradicts the assertions made in the Complaint as to the full (and potentially increasing) value of the Crusader Funds Interests.

[15] The Redeemer Committee plead claims for breach of fiduciary duty and breach of contract of the purchase of Plan claims without Redeemer Committee approval. See Appendix, p. 000391. Specifically, the Redeemer Committee asserted that HCMLP purchased twenty-seven Plan Claims from Crusader investors for itself, without the approval of the Committee which it contended breached the Plan, because if it had known that the Plan Claims were available for sale, it would have exercised its ROFR. *Id*. 00411. Thus, the Redeemer Committee specifically attacked the Crusader Funds Interests acquired by HCMLP and argued they had been wrongfully obtained ***before*** the Get Good Transfer.

Dugaboy Note was worth "far less" than Transferred Assets. Without pleading the value of the Dugaboy Note, and pleading sufficient facts to make sense out of the contradictory position taken regarding the value of the Crusader Funds Interests and the insufficiency of the not valued Dugaboy Note [again as plead by the Trustee, HCMLP knew about the Redeemer Committee's claims which included that the Crusader Funds Interests had been obtained illegally ***before*** the Get Good Transfer and therefore would be worthless], the Charitable Defendants cannot reasonably respond to the Get Good Avoidance Actions.

41. Therefore the Court should order the Complaint to be amended to make a more definite statement concerning the Get Good Avoidance Actions.

IV. CONCLUSION

WHEREFORE for the reasons set forth herein, and as submitted in their Brief in Support, the Charitable Defendants move for: (i) the immediate dismissal with prejudice of Count XV (Aiding Bad Conduct Action), Count XVI (Civil Conspiracy Action), and Count XXX (the Unjust Enrichment Action), all pursuant to Rule 12(b)(1) and (6) and (ii) a more definite statement as to Counts XVIII and XIX (the Get Good Avoidance Actions) pursuant to Rule 12(e).

[***signature block on following page***]

Respectfully submitted:

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the forgoing was served through this Court's CM/ECF Service on counsel for the Plaintiff and all Defendants on this March 23, 2022

/s/ Louis M. Phillips

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

In re:	§	**Case No. 19-34054-sgj11**
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	**Chapter 11**
	§	
Debtor	§	

MARC S. KIRSCHNER, AS LITIGATION TRUSTEE OF THE LITIGATION SUB-TRUST	§	**Adversary No. 21-03076-sgj**
Plaintiff,	§	
	§	
vs.	§	
	§	
JAMES D. DONDERO; MARK A. OKADA; SCOTT ELLINGTON; ISAAC LEVENTON; GRANT JAMES SCOTT III; FRANK WATERHOUSE; STRAND ADVISORS, INC.; NEXPOINT ADVISORS, L.P.; HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P.; DUGABOY INVESTMENT TRUST AND NANCY DONDERO, AS TRUSTEE OF DUGABOY INVESTMENT TRUST;	§	

GET GOOD TRUST AND GRANT JAMES SCOTT III, AS TRUSTEE OF GET GOOD TRUST; HUNTER MOUNTAIN INVESTMENT TRUST; MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #1 AND LAWRENCE TONOMURA AS TRUSTEE OF MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #1; MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #2 AND LAWRENCE TONOMURA IN HIS CAPACITY AS TRUSTEE OF MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #2; CLO HOLDCO, LTD.; CHARITABLE DAF HOLDCO, LTD.; CHARITABLE DAF FUND, LP.; HIGHLAND DALLAS FOUNDATION; RAND PE FUND I, LP, SERIES 1; MASSAND CAPITAL, LLC; MASSAND CAPITAL, INC.; SAS ASSET RECOVERY, LTD.; AND CPCM, LLC,	§
	§
Defendants.	§

ORDER GRANTING MOTION TO DISMISS AND MOTION FOR MORE DEFINITE STATEMENT

Upon consideration of the *Motion To Dismiss and Motion For More Definite Statement* [Dkt. No.] (the "Motion")[1] and *Brief in Support* [Dkt. No.] filed by CLO HoldCo, Ltd. ("CLO HoldCo"), Charitable DAF HoldCo, Ltd. ("DAF HoldCo"), Charitable DAF Fund, L.P. ("DAF Fund"), and Highland Dallas Foundation ("HDF," together with CLO HoldCo, DAF HoldCo, DAF Fund, and HDF, the "Charitable Defendants"), the responses thereto, the record in the above-captioned adversary proceeding, and the arguments presented by the parties before the Court, the Court hereby finds that the Motion should be **GRANTED**. Accordingly,

[1] Capitalized terms not otherwise defined herein take their meaning from the Motion.

IT IS HEREBY ORDERED THAT:

1. The causes of action against the Charitable Defendants in COUNT XV (Aiding Bad Conduct Action) and COUNT XVI (Civil Conspiracy Action) are **DISMISSED WITH PREJUDICE** pursuant to FED. R. CIV. P. 12(b)(1) for lack of subject matter jurisdiction and FED. R. CIV. P. 12(b)(6) for failure to state claim upon which relief can be granted.

2. The cause of action against Charitable Defendants in COUNT XXX (Unjust Enrichment Action) is **DISMISSED WITH PREJUDICE** pursuant to FED. R. CIV. P. 12(b)(1) for lack of subject matter jurisdiction and FED. R. CIV. P. 12(b)(6) for failure to state a claim upon which relief can be granted.

3. The Trustee must re-plead COUNTS XVIII and XIX (the Get Good Avoidance Actions) and provide a more definite statement as to the purported value of the Transferred Interests; how the Redeemer Arbitration affected the value of the Crusader Funds Interest and Transferred Interests; and the value of the Dugaboy Note.

##END OF ORDER##

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

In re: **HIGHLAND CAPITAL MANAGEMENT, L.P.,** **Reorganized Debtor.**	**Chapter 11** **Case No. 19-34054-sgj11**
MARC S. KIRSCHNER, AS LITIGATION TRUSTEE OF THE LITIGATION SUB-TRUST, **Plaintiff,** **v.** **JAMES D. DONDERO; MARK A. OKADA; SCOTT ELLINGTON; ISAAC LEVENTON; GRANT JAMES SCOTT III; FRANK WATERHOUSE; STRAND ADVISORS, INC.; NEXPOINT ADVISORS, L.P.; HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P.; DUGABOY INVESTMENT TRUST AND NANCY DONDERO, AS TRUSTEE OF DUGABOY INVESTMENT TRUST; GET GOOD TRUST AND GRANT JAMES SCOTT III, AS TRUSTEE OF GET GOOD TRUST; HUNTER MOUNTAIN INVESTMENT TRUST; MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #1 AND LAWRENCE TONOMURA AS TRUSTEE OF MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #1; MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #2 AND LAWRENCE TONOMURA IN HIS CAPACITY AS TRUSTEE OF MARK & PAMELA OKADA FAMILY TRUST – EXEMPT TRUST #2; CLO HOLDCO, LTD.; CHARITABLE DAF HOLDCO, LTD.; CHARITABLE DAF FUND, LP.; HIGHLAND DALLAS FOUNDATION; RAND PE FUND I, LP, SERIES 1; MASSAND CAPITAL, LLC; MASSAND CAPITAL, INC.; SAS ASSET RECOVERY, LTD.; AND CPCM, LLC,** **Defendants.**	**Adv. Pro. No. 21-03076-sgj** **MEMORANDUM OF LAW IN SUPPORT OF DEFENDANTS NEXPOINT ADVISORS, L.P. AND HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P.'S MOTION TO DISMISS**

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In re Asbestos Litigation (Bell),
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Ashcroft v. Iqbal,
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In re ATP Oil & Gas Corp.,
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In re Avado Brands, Inc.,
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Balthazar & Sons Custom Homes & Remodeling, LLC v. Fuller,
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In re Bass,
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Bell Atl. Corp. v. Twombly,
550 U.S. 544 (2007).....3, 6, 24

Bot M8 LLC v. Sony Corp. of Amer.,
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Brinckerhoff v. Enbridge Energy Co., Inc.,
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Cantu v. Falcon Int'l Bank,
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Clapper v. Am. Realty Inv'rs, Inc.,
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Coinmach Corp. v. Aspenwood Apartment Corp.,
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Consol. Cement Corp. v. Pratt,
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Cornell Glasgow, LLC v. LaGrange Props., LLC,
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In re CVAH, Inc.,
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Demarast v. Manspeaker,
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In re Dual D Health Care Opers., Inc.,
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Edgewater Growth Capital P'rs, L.P. v. H.I.G. Capital, Inc.,
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Elmer v. Tenneco Resins, Inc.,
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In re Essar Steel Minnesota LLC,
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In re Expert South Tulsa, LLC,
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Faulkner v. AimBank (In re Reagor-Dykes Motors),
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Fehl v. S.W.C. Corp.,
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Fortune Prod. Co. v. Conoco, Inc.,
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Fountain v. Colonial Chevrolet Co.,
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In re Gaither,
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Gerber v. EPE Holdings, LLC,
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Jefferson Pilot Broadcasting Co. v. Hilary & Hogan, Inc.,
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In re Kipnis,
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Klinek v. LuxeYard, Inc.,
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Lailfail, Inc. v. Learning 2000, Inc.,
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Magnolia's at Bethany, LLC v. Artesian Consulting Engineers, Inc.,
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Malpiede v. Townson,
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Marks v. CDW Computer Centers, Inc.,
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Marnayi S.p.A v. Keehan,
900 F. Supp. 2d 377 (D. Del. 2012).....16, 17

Marshall v. Ribosome LP,
2019 WL 2041062 (Tex. App.—Houston [1st Dist.] May 9, 2019, no pet.).....18

Maxwell v. Neri N. Am.,
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MC Asset Recovery, LLC v. Southern Co.,
2006 WL 5112612 (N.D. Ga. Dec. 11, 2006).....5

McCullough v. Scarbrough, Medlin & Assocs.,
435 S.W.3d 871 (Tex. App.—Dallas 2014, pet. denied).....24

Midwestern Cattle Mktg., L.L.C. v. Legend Bank, N.A.,
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Midwestern Cattle Mktg., LLC v. Legend Bank, N.A.,
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In re Mirant Corp.,
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In re Moore,
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Mora v. Univ. of Texas Sw. Med. Ctr.,
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Murphy v. Town of Harrison (In re Murphy),
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Musgrave v. Horne Re-Abilene, LLC,
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Nevares v. San Marcos Consol. Indep. Sch. Dist.,
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In re Northstar Offshore Group, LLC,
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Orthopaedic Assocs. of S. Delaware, P.A. v. Pfaff,
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Pilepro, LLC v. *Chang*,
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Quadrant Structured Products Co., Ltd. v. Vertin,
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Redwood Resort Properties, LLC v. Holmes Co. Ltd.,
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Remington v. U.S.,
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Reveille Trucking, Inc., v. Lear Corp.,
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Sherman v. Wal-Mart Associates, Inc.,
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In re Silver State Holdings, Assignee-7901 Boulevard 26 LLC,
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Thomas v. Reeves,
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Trevino v. Merscorp, Inc.,
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Tex. Bus. & Com. Code § 24.009(b) 5

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Tex. Bus. & Com. Code § 24.010(a)(2) 8

Other Authorities

Collier on Bankruptcy 548.10 (16th ed. 2017) 5

Restatement (Second) of Conflict of Laws § 187(1) 17

Restatement (Second) of Conflict of Laws § 302 15

Defendants Highland Capital Management Fund Advisors, L.P. ("HCMFA") and NexPoint Advisors, L.P. ("NPA," together, "Defendants") move to dismiss Counts 9, 11, 12, 13, 15, 16, 17, and 28 of Plaintiff's Complaint (the "Complaint"), as follows:

I. Introduction

Months after confirmation of Debtor's Plan, and years after most of the events recounted in the Complaint, Marc Kirschner ("Plaintiff"), the Litigation Trustee for the Debtor Highland Capital Management, L.P. ("HCMLP"), brought a 130-page, thirty-six count lawsuit against Defendants HCMFA and NPA, among many others, attempting to substitute his judgment for the permissible business judgment of nearly all the defendants he has sued, and blaming all defendants for the financial travails of the last decade. The Complaint is filled with flaws, both jurisdictional and substantive, and no amount of hyperbole can substitute for the missing required elements.

II. Background

HCMLP filed its voluntary petition for relief on October 16, 2019,[1] and its Plan on November 24, 2020, which was confirmed on February 22, 2021.[2] The Plan established a Litigation Sub-Trust, which received transferred "Estate Claims" via the Litigation Sub-Trust Agreement, Section 2.3.[3] Eight months after Plan confirmation, Plaintiff filed this lawsuit.

HCMLP was founded in 1993 as an investment advisor that also provided back- and middle-office services and engaged in proprietary trading.[4] HCMFA engaged in some of the same business activities as HCMLP,[5] and was "created to replace HCMLP as the new investment manager for certain open-ended retail funds."[6] HCMFA had a shared services agreement pursuant

[1] Dkt. No. 1.
[2] Dkt. No. 1943.
[3] *See* Dkt. No. 1811-4.
[4] *Complaint and Objection to Claims*, Case 21-03076-sgj [Doc 1]., ¶ 1 (the "Complaint").
[5] *Id.*, ¶ 17 ("[HCMFA] is a Delaware limited partnership.") (internal footnote omitted).
[6] *Id.*, ¶ 58.

to which HCMLP employees provided services to HCMFA.[7] NPA was created in March 2012 as a Delaware limited partnership,[8] but not "to siphon profits from HCMLP in order to evade HCMLP's creditors,"[9] as Plaintiff contends. Rather, NPA was created to provide fund-management services and had a shared services agreement providing that HCMLP would provide back- and middle-office services for NPA.[10] Thus, it is no surprise that "[NPA and HCMFA] used HCMLP's employees to perform the same investment management and advisory services . . . that were performed by HCMLP."[11] HCMLP's partnership agreement allowed for the creation of companies, such as NPA and HCMFA, that were in the same line of business as HCMLP.[12]

III. Standard of Review

A. Federal Rule of Civil Procedure 12(b)(1)

Federal courts have jurisdiction only where a case is presented by a party with standing.[13] At the pleading stage of the case, "the plaintiff must 'clearly . . . allege facts demonstrating' each

[7] *Id.*, ¶ 236.

[8] *Id.*, ¶ 15 ("[NPA] is a Delaware limited partnership.").

[9] *Id.*, ¶ 50.

[10] Plaintiff acknowledges these shared services agreements: "As of the Petition Date, [Plaintiff] had three primary business lines: (i) investment management; (ii) *the provision of middle- and back-office services ("shared services") to other registered investment advisors*; and (iii) proprietary trading." *Id.*, ¶ 39 (emphasis added).

[11] *Id.*, ¶ 51.

[12] Fourth Amended and Restated Limited Partnership Agreement of Highland Capital Management, L.P. (the "4th LPA"), § 1.3, included in Appendix A as Defendants' Ex. A, D. Appx. pp. 5-41. The Second Amended and Restated Limited Partnership Agreement (the "2nd LPA"), Defendants' Ex. B, Appx. p. 42-100, which was in effect between 2004 and late 2015, is also included. The 2nd and 4th LPAs are identical in relevant respects. "In the event that a plaintiff alleges a claim based on a written instrument, as is the case here, the court may consider such an instrument in ruling on a Rule 12(b)(6) motion even if it was not attached to the complaint and made a part thereof under Rule 10(c)," and "if the allegations of a complaint are contradicted by documents made a part thereof, the document controls and the court need not accept as true the allegations of the complaint." *Sazerac Co. v. Falk*, 861 F. Supp. 253, 257 (S.D.N.Y. 1994). The movant may attach to a motion to dismiss any documents "mentioned in the Complaint and central to [the] claim," and the court will consider the documents along with the motion, even if the plaintiff did not attach the document to the complaint. *Marks v. CDW Computer Centers, Inc.*, 901 F. Supp. 1302, 1309–10 (N.D. Ill. 1995). Here, the Highland Partnership Agreement is mentioned in ¶¶ 105, 213, 221, and 387. The basis for any claim related to breach of fiduciary duty against Strand and Dondero must be the Partnership Agreement because the Partnership Agreement disclaims traditional fiduciary duties. *Brinckerhoff v. Enbridge Energy Co., Inc.*, 159 A.3d 242, 252–53 (Del. 2017), *as revised* (Mar. 28, 2017).

[13] *Nevares v. San Marcos Consol. Indep. Sch. Dist.*, 111 F.3d 25, 25 (5th Cir. 1997).

element."[14] Standing is a required element of subject matter jurisdiction and is therefore properly challenged on a Federal Rule 12(b)(1) motion to dismiss.[15]

B. Federal Rule of Civil Procedure 12(b)(6)

To survive a motion to dismiss pursuant to Federal Rule 12(b)(6), a complaint must contain sufficient factual allegations to "state a claim to relief that is plausible on its face."[16] Mere "threadbare recitals of the elements of a cause of action," and those that do not permit a court to "infer more than the mere possibility of misconduct," are insufficient to overcome a motion to dismiss.[17] "Factual allegations must be enough to raise a right to relief above the speculative level."[18] Thus, a pleading does not set forth a legally "plausible claim" unless its non-conclusory allegations of wrongdoing are "more likely" than a lawful, alternative explanation.[19]

IV. Arguments and Authorities

A. Jurisdictional Arguments.

1. Plaintiff Lacks Standing to Pursue His State Law Claims Because the Bankruptcy Plan Did Not Specifically and Unequivocally Reserve the State Law Claims Against Defendants.

Without an effective reservation of the estate's state law claims against HCMFA and NPA,[20] Plaintiff has no standing to bring those claims. As more specifically detailed in the motions to dismiss filed by co-Defendants,[21] the Plan's listing of reserved claims is so lengthy (as if they used a legal encyclopedia to try to list every claim known to man), it effectively becomes what the

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[14] *Spokeo, Inc. v. Robins*, 136 S.Ct. 1540, 1547 (2016) (internal citation omitted).

[15] *Sherman v. Wal-Mart Associates, Inc*., 550 B.R. 105, 107 (N.D. Tex. 2016).

[16] *Ashcroft v. Iqbal, 556* U.S. 662, 678 (2009) (citations omitted).

[17] *Id*. at 678-79.

[18] *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007).

[19] *Id*. at 680, 681-82.

[20] This argument covers Counts 9, 13, 15, 16, 17, and 28.

[21] For the sake of efficiency, Defendants adopt and incorporate the arguments and authorities cited in the memoranda of law in support of the motions to dismiss of the Dondero Parties [Dkt. 1xx], the Okada Parties [Dkt. 126], Leventon [Dkt. 129], and Ellington [Dkt. 133].

Fifth Circuit forbids, a reference to "any and all claims."[22] Despite all that, the Plan doesn't mention civil conspiracy, aiding and abetting or knowing participation claims, or claims for declaratory relief. Even if the court does not agree that the Plan's reservation was too expansive to be effective at all, under *SI Restructuring*, it must at least dismiss the claims not identified at all.[23]

2. Plaintiff's State Law Non-Core Claims Must be Dismissed for Lack of Subject Matter Jurisdiction.

For all of the reason previously briefed in the parties' motions to withdraw the reference, this Court lacks subject matter jurisdiction over Counts 9, 13, 15, 16, 17, and 28 because they are state law non-core causes of action.[24] NPA and HCMFA further adopt and incorporate the arguments and authorities in co-Defendants' memoranda in support of their motions to dismiss.

3. The Complaint Fails to Plead a Benefit to the Estate.

The Trustee seeks recovery pursuant to 11 U.S.C. § 550. Section 550(a) provides that, to the extent that a transfer is avoided under section 544, "the trustee may recover, ***for the benefit of the estate***, the property transferred . . . ." 11 U.S.C. § 550(a) (emphasis added). "[A] trustee may only avoid a [fraudulent] transfer *to the extent it benefits the estate*."[25] And indeed, some courts have ruled, because the fraudulent transfer laws are remedial, not punitive, recovery under section 550 should be limited to the amount necessary to satisfy creditor claims.[26]

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[22] *In re SI Restructuring Inc.*, 714 F.3d 860, 864 (5th Cir. 2013). This argument has been rejected by *Faulkner v. AimBank (In re Reagor-Dykes Motors)*, 2021 Bankr. LEXIS 800 at 18-20 (Bankr. N.D. Tex. Mar. 31, 2021), but here, given the extensive laundry list of both claims and possible defendants, it should be accepted.

[23] *SI Restructuring* at 866 (upholding the dismissal of state law claims that were not specifically reserved in the plan).

[24] *See* motions to withdraw reference and memoranda in support at Dkt. Nos. 27, 28, 36, 37, 39, 40, 45, 46, 50, 51, and 59, and the transcript of the hearing on the motions. Dkt. No. 96.

[25] *In re Mirant*, 675 F.3d 530, 534 (5th Cir. 2012) (emphasis in original); *see also id*. ("Once a trustee's avoidance rights are triggered at the time of filing, they persist until avoidance will no longer benefit the estate under § 550."); *In re Trans Marketing*, 117 F.3d 1417 (5th Cir. 1997) (acknowledging that a trustee must demonstrate both that the transfer was avoidable and "also that avoiding the writ would result in a recovery 'for the benefit of the estate' under § 550(a) . . . ."); *Wellman v. Wellman*, 933 F.2d 215, 217-18 (4th Cir. 1991) ("We, likewise, agree with the district court that §§ 548 and 550 provide for avoidances of transfers and allow recovery of the transferred property or its value only if the recovery is for the benefit of the estate.").

[26] *See, e.g., Slone v. Lassiter (In re Grove-Merritt)*, 406 B.R. 778 (Bankr. S.D. Ohio 2009); *Murphy v. Town of Harrison (In re Murphy)*, 331 B.R. 107 (Bankr. S.D.N.Y. 2005). Moreover, Texas law limits a creditor's right under

While the above is not universally held, with some courts suggesting that trustees can avoid a transfer that exceeds the total of the allowed unsecured claims,[27] it is also the case, as detailed in Collier on Bankruptcy, that "fraudulent transfer law generally is not intended to aid the debtor-transferor to recover property; a transfer is generally valid as between the debtor and the transferee. Consequently, the transferee should be entitled to retain the property transferred if the estate is sufficient to satisfy all claims, including administrative expenses."[28]

Plaintiff seeks to avoid transfers between HCMLP and either HCMFA or NPA as transferees without alleging that that the estate is not sufficient to satisfy all claims. Without such an allegation, all claims that seek to avoid transfers between HCMLP and either HCMFA or NPA must be dismissed.

B. Plaintiff Fails to Plead Insolvency.

Relatedly, dozens of times throughout the Complaint, Plaintiff alleges that at various times HCMLP was "insolvent."[29] These allegations are repeated as necessary elements of Counts 11 and 12 (constructive and intentional fraudulent transfer) against HCMFA and NPA.[30] However, insolvency is not adequately pled by "conclusory assertions about [the debtor's] financial condition and subjective determinations regarding the amount of available capital."[31] The failure to "present any financial data showing that [the debtor] was actually insolvent or had little capital"

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state law to avoid a fraudulent transfer to the extent necessary to satisfy that creditor's claim. *See Balthazar & Sons Custom Homes & Remodeling, LLC v. Fuller*, No. 05-17-00956-CV, 2018 WL 3129743, at *4 (Tex. App.—Dallas June 25, 2018, no pet.) ("The Texas Uniform Fraudulent Transfer Act allows the trial court to award a defrauded creditor 'judgment for the value of the asset transferred . . . or the amount necessary to satisfy the creditor's claim, whichever is less.'") (quoting Tex. Bus. & Com. Code § 24.009(b)).

[27] *MC Asset Recovery, LLC v. Southern Co.*, 2006 WL 5112612 at *5 (N.D. Ga. Dec. 11, 2006).

[28] Collier on Bankruptcy 548.10 (16th ed. 2017).

[29] Complaint, *passim*.

[30] *See* Complaint, ¶¶ 247, 252.

[31] *In re ATP Oil & Gas Corp.*, 711 Fed. Appx. 216, 223 (5th Cir. 2017).

when making the transactions at issue is insufficient.[32] "Without a specific reference to [the debtor's] financial condition at the time – which the Trustee should be capable of making in light of his access to [the debtor's] financial books and records – the Trustee cannot plausibly show that [the debtor] was insolvent at the time of the transfers."[33] As more specifically detailed in the Okada Parties' Brief, incorporated here by reference, Plaintiff's allegations relating to HCMLP's insolvency are insufficient to meet its burdens under *Iqbal* and *Twombly*, and the claims related thereto should be dismissed.

C. Plaintiff's Claims are Time-barred and Otherwise Unsustainable

1. Plaintiff's Count Seeking a Declaration that HCMFA and NPA are Alter Egos of HCMLP, Strand and Dondero Does Not State a Claim.

(a) Defendants Cannot Be Treated as the Alter Egos of HCMLP Because Plaintiff Does Not Plead that Defendants Own Any Interest in HCMLP as Required by Delaware Law.

Under the governing Delaware law,[34] NPA and HCMFA, which are incorporated in Delaware,[35] cannot be alter egos of HCMLP and Strand because they do not own any interests in HCMLP or Strand (nor do HCMLP or Strand own any interests in NPA and HCMFA).

Under Delaware law, "in order to state a claim for piercing the corporate veil under an alter ego theory, [plaintiff] must show (1) that the corporation *and its shareholders* operated as a single economic entity, and (2) that an overall element of injustice or unfairness is present."[36] In short,

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[32] *Id.*

[33] *Id.*; *see also In re Expert South Tulsa, LLC*, 522 B.R. 634, 653 (10th Cir. BAP 2014) ("A number of courts have acknowledged that threadbare allegations a debtor's insolvency are insufficient to satisfy *Iqbal* and *Twombly*. This holding is consistent with the purpose of *Iqbal* and *Twombly* . . . .") (collecting cases).

[34] Texas courts apply the law of the state of incorporation veil-piercing issues such as alter ego liability. *Weaver v. Kellogg*, 216 B.R. 563, 585 (S.D. Tex. 1997); *In re Moore*, 379 B.R. 284, 289 (Bankr. N.D. Tex. 2007) (citing *Jefferson Pilot Broadcasting Co. v. Hilary & Hogan, Inc.*, 617 F.2d 133, 135 (5th Cir. 1980)); *In re Bass*, No. ADV. 10-01101-CAG, 2011 WL 722384, at *8 (Bankr. W.D. Tex. Feb 11, 2011) (collecting cases).

[35] Complaint, ¶ 15

[36] *Trevino v. Merscorp, Inc.*, 583 F. Supp. 2d 521, 528 (D. Del. 2008) (citing *Lailfail, Inc. v. Learning 2000, Inc.*, No. 01-599-GMS, 2002 WL 31667861 at *11 (D. Del. Nov. 25, 2002), and dismissing a claim for alter ego liability under

the Trustee's admission that HCMLP and NPA do not own HCMLP and do not operate as a single entity with it,[37] means that it simply cannot state an alter ego claim.[38]

(b) Alter Ego Liability is Not an Independent Cause of Action

Plaintiff's Ninth Count for alter ego fails because alter ego is not an independent cause of action under Delaware law. "[A]lter ego liability is *not an independent cause of action*, rather it is a theory of liability that is properly asserted with [an] underlying breach of contract claim."[39] Here, Plaintiff claims simply that "[Defendants] are the alter egos of each of HCMLP, Dondero, and Strand, and the Court should pierce the corporate veil to hold [Defendants] liable for the debts of each of HCMLP, Dondero and Strand."[40] This is not a viable claim under Delaware law.

2. The Trustee's Claims for Avoidance Based on Constructive and Intentional Fraudulent Transfer Must Be Dismissed.

(a) The Complaint Fails to Allege Facts Sufficient to Establish Plaintiff's Standing to Bring His Fraudulent Transfer Claims or to Extend the Statute of Limitations.

While the introductory allegations of the Complaint (i.e., all those before the claims section) contain a myriad of confusing and non-specific allegations of fraudulent transfers across broad swaths of time ranging between 2011 and 2019, the only claims alleging that HCMFA and NPA engaged in fraudulent transfers – Counts 11 and 12 – challenge only two transfers. The transfers alleged to be fraudulent are the December 15, 2011 transfer of management and advisory

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Rule 12(b)(6) where plaintiff failed to plead facts showing that the corporation and its shareholders operated as a single economic entity) (emphasis added).

[37] Complaint, ¶¶ 13, 14, 15, 233, 236 (Strand is "wholly-owned by Dondero," and Dondero and Okada held HCMLP "directly through trusts.").

[38] *See Trevino,* 583 F. Supp. 2d at 528.

[39] *In re Essar Steel Minnesota LLC,* 602 B.R. 600, 606 (Bankr. D. Del. 2019) (searching Delaware law and determining that alter ego liability is not a stand-alone cause of action but rather a "theory of liability" that can be asserted "with [an] underlying breach of contract claim"). That is not what the Trustee has pleaded and there is no breach of contract claim in the Complaint in any event.

[40] Complaint, ¶ 238.

contracts from HCMLP to HCMFA[41] and the June 13, 2012 transfer by HCMFA of "Highland Credit Strategies Fund to the newly-created [NPA]."[42] HCMLP filed its bankruptcy petition on October 16, 2019. The Complaint was filed on October 15, 2021. The allegedly fraudulent transfers took place over seven years before the petition date and over nine years before the Complaint was filed.

Here, the statutes of limitation are determined by state law.[43] A claim for constructive fraudulent transfer is time-barred "four years after the transfer was made or the obligation was incurred,"[44] and a claim for actual fraudulent transfer is time-barred "four years after the transfer was made or the obligation was incurred, or, if later, within one year after the transfer or obligation was or could reasonably have been discovered by the claimant."[45] The transactions at issue (in 2011 and 2012 respectively) occurred more than four years before the Complaint was filed.

Additionally, Plaintiff's "right to avoid transfers [under § 544(b)] is derivative of an actual unsecured creditor's right. Thus, to establish standing under § 544(b), the Trustee must show the existence of an actual unsecured creditor holding an allowable unsecured claim as of the date of the petition that could avoid the challenged transfer."[46] Indeed, some courts go so far as to require that a plaintiff must plead the existence and identity of a triggering creditor (for each claim),[47] and Plaintiff has not done so in his Complaint.

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[41] *Id.*, ¶¶ 245, 251.

[42] *Id.*, ¶¶ 248, 253.

[43] *Id.*, ¶¶ 249, 253. *E.g.*, *In re Kipnis*, 555 B.R. 877, 883 (S.D. Fla. 2016) (looking to state statute of limitations for § 544 claims); *In re Vaughan Co.*, 498 B.R. 297, 302 (D. N.M. 2013) (same).

[44] Tex. Bus. & Com. Code § 24.010(a)(2).

[45] Tex. Bus. & Com. Code § 24.010(a)(1).

[46] *In re Essential Fin. Ed., Inc.*, 629 B.R. 401, 419-20 (Bankr. N.D. Tex. 2021) (considering 11 U.S.C. § 544(b)(1)).

[47] *See, e.g.*, *Neilson v. Union Bank of Cal.*, 290 F. Supp. 2d 1101, 1147-48 (C.D. Cal. 2003); *In re Sverica Acquisition Corp.*, 179 B.R. 457, 464-65 (Bankr. E. D. Pa. 1995); *In re Wingspread Corp.*, 178 B.R. 938, 945-46 (Bankr. S.D.N.Y. 1995); *In re Tri-Star Techs. Co.*, 260 B.R. 319, 329, n. 10 (Bankr. D. Mass. 2001).

Defendants acknowledge that bankruptcy courts in the Northern District of Texas have adopted a looser standard, requiring the Plaintiff to plead only the existence of a triggering creditor.[48] In this case, Plaintiff attempts to satisfy its burden solely by including a reference to 26 USC § 6502 (the statute concerning the IRS' levy powers after a timely assessment of tax) in each of its fraudulent transfer claims in the Complaint.[49] Even putting aside the argument that this Court should adopt the better view that matters affecting standing should be more specifically pled,[50] and the argument that Plaintiff has failed to establish that his claims were timely brought because in these circumstances, the IRS cannot be a triggering creditor,[51] the Plaintiff has not even plead the bare minimum, namely, the existence of a triggering creditor.

Particularly with respect to constructively fraudulent transfers, where a future creditor does suffice to give a trustee standing, "[i]n order to establish standing to bring a claim for fraudulent transfer, the Trustee must identify an unsecured creditor with a claim, which is avoidable under Texas law, on both the transfer date and the petition date . . . ."[52] In a case where, as here, "the Defendants assert that [the fraudulent transfer claims fail] to state a plausible claim for relief because the Complaint fails to identify any triggering creditor in relation to the TUFTA claims asserted. . . . [those claims] fail[] to plausibly state a basis for relief under section 544(b) and TUFTA."[53] A "Trustee [does] not me[e]t his pleading burden [when] his complaint[] do[es] not

[48] *In re Essential Fin. Ed., Inc*., 629 B.R. 401, 420 (Bankr. N.D. Tex. 2021).

[49] *See, e.g., Complaint*, ¶¶ 249, 254.

[50] *See* cases cited in note 47 *supra*.

[51] *See* Section IV.C.2(b) *infra*.

[52] *In re Northstar Offshore Group, LLC*, 616 B.R. 695, 724 (Bankr. S.D. Tex. 2020).

[53] *In re Dual D Health Care Opers., Inc.*, No. 17-41320-ELM, 2021 WL 3083344, at *15-16 (Bankr. N.D. Tex. July 21, 2021); *see also In re Specialty Select Care Ctr. of San Antonio, LLC*, No. 17-44248-ELM, 2021 WL 3083522, at *16-17 (Bankr. N.D. Tex. July 21, 2021) (same).

demonstrate the existence of an unsecured creditor that holds an allowable claim and who could have avoided the transfers under state law."[54]

Here, Plaintiff has not identified any creditors holding an allowable unsecured claim on the date the transfers allegedly occurred or the date the petition was filed. Instead, Plaintiff attempts to satisfy its burden solely by including a reference to 26 U.S.C. § 6502 (the statute concerning the IRS's levy powers after a timely assessment of tax) in each of its fraudulent transfer claims.[55] However, an oblique reference to a statute does not satisfy the elements that must be pled, and accordingly, these claims should be dismissed.[56]

(b) The IRS Cannot Be A Triggering Creditor Here.

By its citation to § 6502, Plaintiff seeks to override the normal 4-year statute of limitations and avoid transfers that took place in 2011 and 2012 by contending that it stands in the shoes of the IRS. As a preliminary matter, as discussed in the motions to withdraw the reference, whether the IRS has the power to reach that far back in these circumstances is an unanswered question of federal non-bankruptcy law that should be decided by the District Court.[57]

The use of a federal tax claim to multiply Plaintiff's avoidance powers is a controversial legal issue. It is especially inappropriate here. While a trustee can potentially step into the shoes of the IRS to recover allegedly fraudulent transfers over a longer period than the state statute of limitations would allow, the policy behind this is to prevent the IRS from being deprived of the

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[54] *In re Giant Gray, Inc*., 629 B.R. 814, 828 (Bankr. S.D. Tex. 2020); *but see In re Essential Fin. Educ., Inc*., 629 B.R. 401, 419-20 (Bankr. N.D. Tex. 2021); *In re The Heritage Org., LLC*, 413 B.R. 438, 459 (Bankr. N.D. Tex. 2009). However, *In re Essential Fin. Educ.* and *In re The Heritage Org.* do not involve claims for constructive fraudulent transfers. Further, even if the Trustee were permitted to merely generally allege the existence of a triggering creditor, the Litigation Trustee has not done so. Accordingly, even under the more lenient standard, Plaintiff has not adequately plead fraudulent transfer claims.

[55] *See, e.g.*, Complaint, ¶¶ 249, 254.

[56] In addition to not identifying a specific creditor, while Plaintiff has made general allegations that creditors existed at various times, he has not alleged that such creditors were unsecured, existed at the time the bankruptcy petition was filed, or could have avoided the transfers under applicable state or federal law.

[57] *See* Motions to Withdraw Reference and briefs in support [Dkt. Nos. 27, 28, 36, 37, 39, 40, 45, 46, 50, and 51].

ability to satisfy its claims by reaching those transfers simply because the bankruptcy trustee, who on the petition date becomes the only person able to pursue the claim (depriving the IRS of its independent ability to do so), would be bound by the state statute of limitations.[58] Here, Plaintiff seeks millions, if not hundreds of millions of dollars in damages, on the basis of an approximately $4000 already-allowed IRS claim.[59] That cannot be what Congress intended and courts and commentators are increasingly so stating.

The most recent case law on this issue rejects the use of the IRS as a golden creditor even when a debtor alleged that it owed payroll taxes as of the petition date.[60] While the court specifically relied upon the fact that the IRS had not filed a proof of claim, a fact not present here, it noted that "[p]ayroll taxes accrue as wages are paid, but a deposit for those taxes is not due to the IRS until some period of time later . . . . As a result, virtually every business entity that files for bankruptcy will have accrued unpaid payroll taxes because those taxes are not yet due to be paid to the IRS."[61] Here, the IRS filed protective proofs of claim as placeholders, eventually seeking an extremely small amount of excise tax.[62] This, like the buildup of payroll tax in the *J&M Sales* case, is a common practice. Thus, as the court noted in the *J&M Sales* case, "[u]nder the Trustee's theory, therefore, every business bankruptcy case would automatically have a ten-year lookback period for fraudulent transfers under Section 544(b). That cannot be what Congress had in mind when enacting Section 544(b)."[63]

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[58] *E.g.*, *In re CVAH, Inc.*, 570 B.R. 816, 835-36 (Bankr. D. Idaho 2017) (with giving a trustee the expanded powers, the "IRS would be deprived of its statutory right to recover the transfers the defendants received[,]" because the bankruptcy filing prevents the IRS from pursuing its claims directly).

[59] *See* motions to withdraw reference and briefs in support at Dkt. Nos. 27, 28, 36, 37, 39, 40, 45, 46, 50, 51, and 59; Second Notice of Allowed Claims Pursuant to the Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, LP [Bk. Dkt. 3307] at 4 (allowed IRS claims totaling $3,990.16).

[60] *In re J&M Sales Inc*., 2022 WL 532721, at *3 n.7 (Bankr. D. Del. Feb. 22, 2022).

[61] *Id*.

[62] *See* Proofs of Claim Nos. 32, 173, 248, and 252; Def. Ex. C-F; Def. Appx. 101-123.

[63] *In re J&M Sales Inc.*, at *3 n.7.

Another court completely rejected the notion that the existence of an IRS claim enables a bankruptcy trustee to preempt state statutes of limitation, finding that although "the Trustee may stand in the shoes of any unsecured creditor to set aside transfers to third parties . . . [i]t does not necessarily follow . . . that a bankruptcy trustee standing in the shoes of the IRS is immunized from state statutes of limitations."[64] The federal government is typically not subject to state statutes of limitations as a function of sovereign immunity: "no time runs against the king."[65] However, even the federal government is not wholly immune from state statutes of limitations. "[I]f an action brought in the name of the United States does not involve public rights or interests, state statutes of limitations typically apply."[66] Section 6502 – which permits suits instituted by the IRS to collect taxes – involves the vindication of public rights. But here, Plaintiff is not seeking to recover money to pay the IRS; the Plaintiff here (as in *Vaughan*) is asserting only private rights of creditors. In short, allowing Plaintiff to evade state statutes of limitations would give him ***greater*** power than that afforded to the federal government. When an interpretation of a statute produces that incongruous a result, it cannot be correct.[67] The U.S. Supreme Court has instructed that "[s]tatutory construction . . . is a holistic endeavor" and that a court should select a "meanin[g that] produces a substantive effect that is compatible with the rest of the law."[68] As in *Czyzewski v. Jevic Holding Corp*., 137 S. Ct. 973, 984 (2017), the phrase "applicable law" is "too weak a reed upon which to

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[64] *See In re Vaughan Co.*, 498 B.R. 297, 304 (Bankr. D.N.M. 2013).

[65] *Id*. at 302.

[66] *Id*. at 304; *see also U.S. v. Summerlin*, 310 U.S. 414, 416 (1940).

[67] *Demarast v. Manspeaker*, 498 U.S. 184, 190 (1991) ("When we find the terms of a statute unambiguous, judicial inquiry is complete except in rare and exceptional circumstances . . . [such as] where the application of the statute as written will produce a result 'demonstrably at odds with the intentions of its drafters.'"); *Thomas v. Reeves*, 961 F.3d 800, 802-08 (5th Cir. 2020) (en banc) (Costa, J., concurring) (rejecting reading of statute justified by typical rules of statutory construction because it made no sense in the context of the purpose of the statute); *U.S. v. Rodriguez-Rios*, 14 F.3d 1040, 1044 (5th Cir. 1985) ("We are authorized to deviate from the literal language of a statute only if the plain language would lead to absurd results, or if such interpretation would defeat the intent of Congress."); *see also U.S. v. Ret. Serv. Grp*., 302 F.3d 425, 435 (5th Cir. 2002) (rejecting a proposed statutory interpretation based on the plain language).

[68] *United Sav. Assn. of Tex. v. Timbers of Inwood Forest Assocs., Ltd*., 484 U.S. 365, 371 (1988).

rest so weighty a power."[69] The Fifth Circuit has little patience for "clever" interpretation "creating unforeseen meaning or legal effects" from language with otherwise explainable meaning.[70] Indeed, in a very similar context, the Fifth Circuit rejected the use of the Federal Debt Collection Procedures Act as "applicable law" under section 544(b) to enable a trustee to step into the shoes of the IRS to expand the statute of limitations.[71]

With this backdrop, reading § 544(b)(1) in conjunction with 26 U.S.C. §§ 6502(a)(1) and 6901(a) produces a very different result than the cases that stretch to increase the power and reach of bankruptcy debtors and trustees, and by necessary implication, courts.[72] Section 544(b)(1) authorizes a litigation trustee to "avoid any transfer of an interest of the debtor in property or any obligation incurred by the debtor that is ***voidable*** under applicable law by a creditor holding an unsecured claim that is allowable under section 502 . . . ."[73] IRS Code Section 6502(a)(1) provides that "[w]here an assessment of any tax imposed by this title has been made within the period of limitation properly applicable thereto, such tax may be collected by levy or by a proceeding in court, but only if the levy is made or the proceeding begun within 10 years after the assessment of the tax." Section 6901(a) concerns "transferred assets" and establishes that they can generally be

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[69] *Czyzewski*, 137 S. Ct. at 984; *see also id*. (noting that if "Congress were to intend a major departure" to important statutory schemes, we should "expect more than simple statutory silence").

[70] *Thomas*, 961 F.3d at 807-09.

[71] *In re Mirant Corp.*, 675 F.3d 530, 535 (5th Cir. 2012). The underlying bankruptcy case was even more instructive, holding that "[T]he avoidance powers in the FDCPA are exercisable by the United States solely for the benefit of the United States. Nothing in subchapter D of the FDCPA manifests any intent by Congress to benefit parties other than the United States." *In re Mirant Corp.*, 2010 WL 8708772, at *14 (Bankr. N.D. Tex. Apr. 22, 2010).

[72] *E.g.*, *In re Zagaroli*, 2020 WL 6495156, at *3 (Bankr. W.D.N.C. Nov. 3, 2020) (trustee could step into shoes of IRS to avoid state's four-year statute of limitations); *In re Gaither*, 595 B.R. 201 (Bankr. D.S.C. 2018) (same); *In re Porras*, 312 B.R. 81, 97 (Bankr. W.D. Tex. 2004) ("[T]he Trustee under § 544(b) may use statutes of limitations available to any creditor in whose shoes he stands in bringing the action."); *In re Hunt*, 136 B.R. 437, 451 (Bankr. N.D. Tex. 1991) ("[T]his Court concludes that Plaintiffs are not barred by the applicable state statutes of limitations since they acquired the status of the United States pursuant to § 544(b) of the Code."). It bears noting that some of the cases approving use of the IRS as the "golden creditor" include the issue of whether the FDCPA can be "applicable law" and reject the Fifth Circuit decision in *Mirant*, suggesting that they are not good indicia of what the Fifth Circuit would do if squarely faced with the issue. *E.g.*, *In re CVAH, Inc.*, 570 B.R. 816, 826-32 (Bankr. D. Idaho 2017); *In re Gaither*, 595 B.R. 201, 212-14 (Bankr. D.S.C. 2018); *In re Tronox*, 503 B.R. 239, 273 (Bankr. S.D.N.Y. 2013).

[73] 11 U.S.C. § 544(b) (emphasis added).

assessed, paid and collected in the same manner as the tax at issue. Neither section of the IRS Code says anything about avoiding transfers, and none of the cases advocating use of the IRS Code to abrogate state states of limitations explains exactly how the IRS statutes relied upon are the requisite "applicable law" when neither provides the IRS with an avoidance power.[74]

Further, the Fifth Circuit has recognized that section 6502 is a forward-looking statute, stating that 6502 "makes clear that it is the 'assessment' itself that, once made, starts the running of the ten-year period within which the IRS can commence efforts to *collect* the assessed tax."[75] By its plain terms, section 6502 permits the IRS to begin collection attempts within 10 years "after" the assessment of taxes.[76] Accordingly, "[t]he ten-year period appears to be a look-forward period rather than a lookback period."[77] The earliest tax assessed by the IRS against HCMLP is November 12, 2018.[78] Therefore, even if Plaintiff were permitted to "stand in the shoes" of the IRS and utilize section 6502, Plaintiff would not have the ability to "reach back" to transactions taking place in 2011 and 2012.[79]

In short, use of the IRS code to override state fraudulent transfer statutes of limitation is inconsistent with the purposes of section 544(b), which is to "incorporate" state law, not "subordinate" or "eviscerate" it.[80] This Court should follow the better reasoned *Vaughan* case that is consistent with the Fifth Circuit's *Mirant* opinion, and not the handful of cases that overreach to

[74] *See* cases cited in notes 58 and 67 *supra.*

[75] *Remington v. U.S.*, 210 F.3d 281, 284 (5th Cir. 2000) (emphasis in original).

[76] *See* 26 U.S.C. § 6502(a)(1) ("Where the assessment of any tax imposed by this title has been made within the period of limitation properly applicable thereto, such tax may be collected by levy or by a proceeding in court, but only if the levy is made or the proceeding begun – (1) within 10 years ***after*** the assessment of the tax . . . .") (emphasis added).

[77] *In re Taylor, Bean & Whitaker Mtg. Corp*., 2018 WL 6721987, at *6 (Bankr. M.D. Fla. Sep. 28, 2018) (slip opin.).

[78] *See* Def. Ex. C, Def. Appx. 101-106 (IRS Proof of Claim No. 32).

[79] *In re Taylor, Bean & Whitaker Mtg. Corp*., 2018 WL 6721987, at *6 ("The Court is unaware of case law permitting the IRS to avoid transfers made prior to the original taxpayer assessment (or, alternatively, prior to the accrual of the tax liability) . . . .").

[80] *Vaughan*, at 304-05.

provide litigation trustees with powers that vastly exceed and contravene what state legislatures have provided to all other plaintiffs.

Finally, in the interests of efficiency, HCMFA and NPA join in and adopt the arguments and authorities cited by co-Defendants in connection with the argument that Plaintiff may not use the IRS as the "golden creditor."

3. Plaintiff's Claim for Successor Liability Has Multiple Fatal Flaws.

There are four theories of successor liability under Delaware law: (1) express assumption of liability; (2) a *de facto* merger; (3) a mere continuation of a company under a different name; and (4) fraud.[81] Plaintiff does not allege express assumption of liability or fraud, so it appears to be relying on one of the other two theories.[82] It has not sufficiently plead either.

(a) Plaintiff Does Not Adequately Plead the De Facto Merger Because Defendants Never Acquired All of HCMLP's Assets.

Plaintiff cannot establish successor liability under the *de facto* merger theory. "The elements necessary to create a *de facto* merger [and find successor liability] under Delaware law are: (1) one corporation transfers ***all of its assets*** to another corporation; (2) payment is made in stock, issued by the transferee directly to the shareholders of the transferring corporation; and (3) in exchange for their stock in that corporation, the transferee agreeing to assume all the debts and

[81] *Magnolia's at Bethany, LLC v. Artesian Consulting Engineers, Inc.*, No. CIV.A. S11C-04013ESB, 2011 WL 4826106, at *2 (Del. Super. Ct. Sept. 19, 2011) (citing *Fountain v. Colonial Chevrolet Co.*, No. C.A. 85C-DE-88, 1988 WL 40019, at 7 (Del. Super. Ct. Apr. 13, 1988); *Fehl v. S.W.C. Corp.*, 433 F.Supp. 939, 945 (D. Del. 1977); *Elmer v. Tenneco Resins, Inc.*, 698 F. Supp. 535, 540 (D. Del. 1988)). Similar to alter ego determinations, the law of the state of incorporation governs successor liability issues. *Sourcing Mgmt., Inc. v. Simclar, Inc.*, 118 F. Supp. 3d 899, 918 (N.D. Tex. 2015) ("under general choice of law principles, the law of the state of incorporation generally applies to successor liability," citing Restatement (Second) of Conflict of Laws § 302).

[82] Complaint, ¶¶ 255-258.

liabilities of the transferor."[83] Plaintiff nowhere pleads that NPA or HCMFA acquired "all" of HCMLP's assets, a necessary element of de facto merger based successor liability.

(b) Plaintiff Does Not Adequately Plead the Elements of Mere Continuation Because HCMLP and Defendants Co-Existed for Years.

Plaintiff also did not adequately plead that Defendants are HCMLP's successors under the mere continuation doctrine. "The primary elements of [the mere] continuation [doctrine] include the common identity of the officers, directors, or stockholders of the predecessor and successor corporations, and the ***existence of only one corporation*** at the completion of the transfer."[84] The court in *Magnolia's* clarified:

> [T]his [mere continuation] exception has been construed ***very narrowly*** to require the purchaser of the assets to be a continuation of 'the same legal entity,' not just a continuation of the same business in which the seller of the assets engaged. The 'primary elements' of being the same legal entity have been said to include 'the common identity of the officers, directors, or stockholders of the predecessor and successor corporations, ***and the existence of only one corporation*** at the completion of the transfer.'[85]

Plaintiff alleges nothing close to satisfying the elements laid out above. Plaintiff simply claims that Defendants are "mere continuations"[86] of HCMLP, and goes on to claim that "[u]nder [Dondero's] common direction, there was continuity of management, physical location, assets, and general business operations between HCMLP on the one hand, and [Defendants] on the other hand."[87] In no form or fashion does Plaintiff ever plead the required element that only one corporation exist at the completion of a transfer. Even a few years of co-existence would not

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[83] *Marnayi S.p.A v. Keehan*, 900 F. Supp. 2d 377, 397 (D. Del. 2012) (reciting necessary elements for *de facto* merger theory in Delaware, citing *Xperex Corp. v. Viasystems Techs. Corp.*, LLC, No. CIV.A.20582-NC, 2004 WL 3053649, at *2 (Del. Ch. July 22, 2004), and finding no transfer of all of corporation's assets).

[84] *Magnolia's,* 2011 WL 4826106, at *3 (citing *In re Asbestos Litigation (Bell),* 517 A.2d 697, 699 (Del. Super. Ct. 1986)) (emphasis added).

[85] *Magnolia's,* 2011 WL 4826106, at *5 (internal citations omitted) (emphasis added).

[86] Complaint, ¶ 256.

[87] *Id.* at ¶ 257.

support a claim of successor liability.[88] Use of the same business materials (*e.g.*, marketing), use of similar products, and sharing of income simply do not support a successor liability theory when the two entities co-existed at all.[89] In this case, Defendants and HCMLP co-existed since at least 2012. The mere continuation theory cannot apply and Count 13 must be dismissed.

4. Plaintiff's Claims for Aiding and Abetting Breach of Fiduciary Duty and Knowing Participation in Breach of Fiduciary Duty and Civil Conspiracy to Breach Fiduciary Duty Are Fatally Flawed.

In Counts 15 and 16, Plaintiff alleges that HCMFA and NPA conspired in and/or participated in Strand and Dondero's alleged breach of fiduciary duty to HCMLP by knowingly participating in Dondero's alleged lifeboat scheme,[90] itself addressed in Count Four.[91] As a preliminary matter, the claims are time-barred. Moreover, contrary to Plaintiff's allegations, Strand and Dondero did not owe fiduciary duties to HCMLP. Even if they did owe such duties, the Complaint fails to sufficiently allege a breach or causation of damages. Finally, stripped of labels, Plaintiff is really contending that HCMFA and NPA participated in a conspiracy and/or aided and abetted a fraudulent transfer, and there is no such cause of action in either Texas or Delaware.

(a) Counts 15 and 16 Are Time-Barred.

Counts 15 and 16 are barred by the applicable statute of limitations under either Texas law, which is four years, or Delaware law, which is three years.[92] In this case, the statute of limitations

[88] *Marnavi S.p.A.*, 900 F. Supp. 2d 377 at 397 (where companies co-existed from 2001 to 2004, there could be no mere continuation).
[89] *Id.*
[90] Complaint, ¶ 267.
[91] *Id.*, at ¶¶ 58, 59, 189, 245, 248.
[92] *Janvey* v. *Adams & Reese, LLP*, No. 3:12-CV-0495-N, 2013 WL 12320921, at *4 (N.D. Tex. Sept. 11, 2013) (rejecting application of internal affairs doctrine to statute of limitations on the basis that the limitations period was procedural); Delaware law, however, may supply the statute of limitations because HCMLP is incorporated and Delaware and the LPA's choice of law provision provides for Delaware law. *Pilepro, LLC* v. *Chang*, 152 F. Supp. 3d 659, 675 (W.D. Tex. 2016) (Delaware law governed breach of fiduciary duty claims because place of incorporation was Delaware); 4th LPA § 6.11, Def. Ex. A, Def. Appx. 33; 2nd LPA § 6.11, Def. Ex. B, Def. Appx. 70; *see also In re Avado Brands, Inc.*, 358 B.R. 868, 881–82 (Bankr. N.D. Tex. 2006) (looking to Georgia statute of limitations for fiduciary duty claims with respect to a Georgia corporation); Restatement (Second) of Conflict of Laws § 187(1) (the law chosen by the parties should govern "if the particular issue is one which the parties could have resolved by an

has run because the events that constitute the alleged breach occurred in 2011 and 2012.[93]

(b) Plaintiff Lacks Standing to Bring Claims for Breach of Fiduciary Duty, Defeating His Derivative Aiding and Abetting, Knowing Participation and Conspiracy Claims.

Plaintiff's claims for Aiding and Abetting Breach of Fiduciary Duty under Delaware Law or Knowing Participation in Breach of Fiduciary Duty under Texas Law[94] (Count 15) and Civil Conspiracy to Breach Fiduciary Duties under Texas Law (Count 16) must be dismissed because Plaintiff lacks standing to assert claims for breach of fiduciary duty. As more particularly described in the Leventon and Dondero Briefs, breach of fiduciary duty claims are expressly reserved as "Reorganized Debtor Assets," and the assets transferred to the Claimant Trust explicitly excludes Reorganized Debtor Assets. Claims of aiding and abetting breach of fiduciary duty under Delaware law,[95] knowing participation in breach fiduciary duty under Texas law,[96] and civil conspiracy to breach fiduciary duties under Texas law[97] are theories of vicarious liability. Thus, Plaintiff cannot prevail on those claims without proving an underlying breach of fiduciary duty. Because Plaintiff does not have standing to assert a breach of fiduciary duty claim, the claims

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explicit provision in their agreement directed to that issue"). *In re The Brown Sch.*, 368 B.R. 394, 402–03 (Bankr. D. Del. 2007) (denying motion to dismiss because the Complaint relied on events that occurred within three years of the bankruptcy petition date).

[93] Complaint, ¶¶ 58, 59, 189, 245, 248. *See In re The Brown Sch.*, 368 B.R. 394, 402–03 (Bankr. D. Del. 2007) (denying motion to dismiss because the Complaint relied on events that occurred within three years of the bankruptcy petition date). Even under the 4-year Texas statute of limitations, the claims would be time-barred.

[94] The Fifth Circuit has yet to recognize the cause of action of aiding and abetting the breach of a fiduciary duty in Texas. *See Midwestern Cattle Mktg., L.L.C. v. Legend Bank, N.A.*, 800 Fed. Appx. 239, 250 (5th Cir. 2020) ("We noted that the 'Texas Supreme Court has no expressly decided whether Texas recognizes a cause of action for aiding and abetting,' and '[w]hen sitting in diversity, a federal court exceeds the bounds of its legitimacy in fashioning novel causes of action not yet recognized by the state courts.' Therefore, we cannot recognize a claim that the Texas Supreme Court has yet to expressly adopt. For these reasons, we affirm the dismissal of the aiding and abetting claim.") (internal citations omitted).

[95] *See Gotham Partners, LP v. Hallwood Realty Partners, LP*, 817 A.2d 160, 172 (Del. 2002) (the elements of a claim for aiding and abetting breach of fiduciary duty include "the fiduciary breached its duty").

[96] *See Marshall v. Ribosome LP*, 2019 WL 2041062, at *6 (Tex. App.—Houston [1st Dist.] May 9, 2019, no pet.) (a claim for knowing participation in breach of fiduciary duty claim includes "the requirement that the plaintiff prove the existence of an underlying breach of fiduciary duty").

[97] *See Agar Corp. v. Electro Circuits Int'l, LLC*, 580 S.W.3d 136, 142 (Tex. 2019) ("[C]ivil conspiracy is not an independent tort . . . . Civil conspiracy requires an underlying tort that has caused damages.").

for aiding and abetting, knowing participation, and civil conspiracy relating to breach of fiduciary duty must be dismissed.

(c) Strand and Dondero Owed no Fiduciary Duties to HCMLP.

Under Texas law, a Delaware business entity's internal affairs, including whether a fiduciary duty is owed, are governed by the law of the state where the entity is organized.[98] HCMLP is a Delaware limited partnership[99] and the LPA provides that Delaware law applies.[100] Delaware permits a general and limited partners' fiduciary duties and liability for breach of those fiduciary duties to be limited or eliminated by a partnership agreement, except for the duty of good faith.[101] Where fiduciary duties are disclaimed in the partnership agreement, duties of partners are determined "exclusively" by the partnership agreement.[102] In other words, "a limited partnership agreement 'may establish[] a contractual standard of review that supplants the fiduciary duty analysis,'"[103] and if so, "any claim of a breach of fiduciary duty must be analyzed generally in terms of the partnership agreement."[104] Under those circumstances, the partnership agreement's terms are the "sole source of protection."[105]

Under the LPA, in the event of a "conflict of interest" between HCMLP and Strand (or its affiliates) in a transaction, "any action taken" by Strand is subject to the duty to not act in "bad

[98] *Klinek v. LuxeYard, Inc*., 596 S.W.3d 437, 449–50 (Tex. App. 2020).
[99] Complaint, ¶ 1.
[100] 2nd LPA, § 6.11, Def. Ex. B, Def. Appx. 70; 4th LPA, § 6.11, Def. Ex. A, Def. Appx. 33.
[101] Del. Code Ann. tit. 6, § 17-1101(d), (f); *Brinckerhoff v. Enbridge Energy Co., Inc.*, 159 A.3d 242, 252–53 (Del. 2017).
[102] *Brinckerhoff*, 159 A.3d at 252–53.
[103] *Gerber v. EPE Holdings, LLC*, No. 3543-VCN, 2013 Del. Ch. LEXIS 8, at *23 (Del. Ch. Jan. 18, 2013) (internal citations omitted).
[104] *Gotham Partners, LP v. Hallwood Realty Partners, LP*, 817 A.2d 160, 170-71 (Del. 2002).
[105] *Id*. at 171.

faith" and no other "standard of care or duty imposed herein or therein or under the Delaware Act or any other applicable law, rule, or regulation."[106]

When a plaintiff raises a claim based upon a permissibly eliminated duty, that claim must be dismissed.[107] Here, the Complaint alleges that Strand and Dondero owed fiduciary duties to HCMLP and challenges their acting on "both sides of the agreements and transactions" between HCMLP, on one hand, and NPA or HCMFA, on the other.[108] But doing so is precisely what the LPA permitted.[109] Plaintiff must allege a breach of the LPA to state a claim, which he failed to do.

(d) The Complaint Fails to Allege Facts that the Alleged Breach Damaged HCMLP.

Plaintiff pleads that HCMLP had a financial turnaround after the alleged breaches.[110] Where the pleader's conclusion regarding insolvency and related fraudulent activity "is not only not justified but is contradicted by the facts alleged," the complaint should be dismissed.[111] Here, the Complaint alleges HCMLP's initial insolvency was the result of the 2008 financial crisis.[112] After the transfers in 2011 and 2012 to NPA and HCMFA, the Complaint recognizes that HCMLP turned around financially.[113] HCMLP then returned to insolvency in 2015 due to other factors.[114] The Complaint fails to state facts to support the element of causation of damages because Plaintiff's allegations demonstrate that the transfers of accounts to NPA and HCMFA resulted in a financial turnaround in 2013, while other factors drove it back into insolvency in 2015.[115]

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[106] 2nd LPA, § 4.1(g), Def. Ex. B, Def. Appx. 63; 4th LPA, § 4.1(g), Def. Ex. A, Def. Appx. 25.
[107] *Malpiede v. Townson*, 780 A.2d 1075, 1094 (Del. 2001).
[108] *Id.*, ¶¶ 188, 191.
[109] 2nd LPA, § 4.1(g), Def. Ex. B, Def. Appx. 63; 4th LPA, § 4.1(g), Def. Ex. A, Def. Appx. 25.
[110] *Id.*, ¶¶ 64, 101.
[111] *Consol. Cement Corp. v. Pratt*, 47 F.2d 90, 93 (10th Cir. 1931).
[112] Complaint, ¶¶ 48, 100, 109.
[113] *Id.*, ¶¶ 64, 101.
[114] *Id.*, ¶ 102.
[115] *See Mora v. Univ. of Texas Sw. Med. Ctr.*, 469 Fed. Appx. 295, 299 (5th Cir. 2012) (holding that plaintiff's allegation that she was retaliated against was "contradicted by other facts alleged in the complaint, making the claim implausible

(e) Counts 15 and 16 Really Complain About Transfers, and There is No Secondary Liability for Fraudulent Transfers.

Counts 15 and 16 must be dismissed because Delaware and Texas law disallow secondary liability for fraudulent transfers.[116] "[T]he District Court for the Northern District of Texas concluded that Texas law does not provide for secondary liability for fraudulent transfers through conspiracy, aiding and abetting, and similar secondary-liability theories."[117] Likewise, "[u]nder Delaware law, a 'conspiracy cannot be predicated on fraudulent transfer.'"[118]

Plaintiff alleges in Count 15 that "[Defendants] aided and abetted the breaches of fiduciary duty committed by Dondero and Strand. . . . [by] knowingly participat[ing] in Dondero's scheme to divert HCMLP's valuable business into new 'lifeboat' entities that he owned and controlled."[119] By basing its claim on Dondero's alleged "lifeboat" scheme, Plaintiff does nothing more than refer to alleged fraudulent transfers it pleads in prior claims.[120] In Count 16, Plaintiff again refers back to its "lifeboat" theory (a/k/a its fraudulent transfer theory): "Dondero, [and Defendants] conspired to perpetrate the lifeboat scheme in order to place valuable assets outside the reach of HCMLP's creditors, in violation of Dondero's fiduciary duties."[121] Thus, Counts 15 and 16 are simply

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on its face"); *see also Bot M8 LLC v. Sony Corp. of Amer*., 4 F.4th 1342, 1354 (Fed. Cir. 2021) ("Where, as here, the factual allegations are actually *inconsistent* with and contradict [the plaintiff's claim], they are likewise insufficient to state a plausible claim. As we have said before, while a plaintiff's pleading obligations are not onerous, it is possible that, in pleading its claims, a plaintiff may find that it has pleaded itself out of court.").

[116] *In re Silver State Holdings, Assignee-7901 Boulevard 26 LLC,* No. 19-41579-MXM, 2020 WL 7414434, at *31 (Bankr. N.D. Tex. Dec. 17, 2020).

[117] *Id.*

[118] *Quadrant Structured Products Co., Ltd. v. Vertin*, 102 A.3d 155, 203 (Del. Ch. 2014) (quoting *Cornell Glasgow, LLC v. LaGrange Props., LLC*, 2012 WL 3147124, at 5 (Del. Super. Aug. 1, 2012); *Edgewater Growth Capital P'rs, L.P. v. H.I.G. Capital, Inc.*, 2010 WL 720150, at 2 (Del. Ch. Mar. 3, 2010)).

[119] Complaint, ¶ 267.

[120] *See* Complaint, Count 11 [Constructive Fraudulent Transfer] ¶ 248 (describing the alleged fraudulent transfer of assets: "[t]he result of this transfer was simply to shift the management fees relating to NHF from one lifeboat entity to another) (emphasis added); Count 12 [Intentionally Fraudulent Transfer] ¶ 252(c) (alleging that "HCMLP, through Dondero, was engaged in a multi-faceted scheme to defraud HCMLP's creditors, which involved, among other things, ***causing HCMLP to transfer its valuable management contracts and business opportunities to newly-created 'lifeboat' entities***") (emphasis added).

[121] *Id.*, ¶ 274(a).

disguised efforts to pursue Defendants for secondary liability for fraudulent transfers, which, as discussed above, has been rejected under both Delaware and Texas law.

5. Plaintiff's Claim for Tortious Interference with Prospective Business Relations Has Two Fatal Flaws.

(a) Plaintiff's Allegations of Tortious Conduct Are Insufficient.

Plaintiff has not established the elements of tortious interference with prospective business relations because the tortious conduct Plaintiff alleges – the fraudulent transfers – fails as discussed *supra*, IV.B.2(a-b). Under both Texas and Delaware law, to prevail on a claim for tortious interference with prospective business relations, a plaintiff must establish that:

> (1) there was a reasonable probability that the plaintiff would have entered into a business relationship with a third party; (2) the defendant either acted with a conscious desire to prevent the relationship from occurring or knew the interference was certain or substantially certain to occur as a result of the conduct; (3) the defendant's conduct was independently tortious or unlawful; (4) the interference proximately caused the plaintiff injury; and (5) the plaintiff suffered actual damage or loss as a result.[122]

To be independently tortious, "the plaintiff must prove that the defendant's conduct would violate some other recognized tort duty."[123] Here, Plaintiff alleges that "[b]ut for the actions of Dondero, [NPA], and HCMFA, HCMLP would have continued to pursue the business opportunities that Dondero diverted to [NPA] and HCMFA[,]"[124] and that "[b]y using [Defendants] as part of his lifeboat scheme, Dondero breached his fiduciary duties to HCMLP."[125] However, as discussed *supra*, IV.C.2 and IV.C.4, the lifeboat scheme Plaintiff references (a/k/a the alleged fraudulent transfers) fails to state a claim, whether plead directly or disguised as aiding and abetting, knowing

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[122] *Cantu v. Falcon Int'l Bank*, No. 04-17-00467-CV, 2018 WL 1831651, at *3 (Tex. App. Apr. 18, 2018) (citing *Coinmach Corp. v. Aspenwood Apartment Corp*., 417 S.W.3d 909, 923 (Tex. 2013); *accord Wal-Mart Stores, Inc. v. Sturges*, 52 S.W.3d 711, 713 (Tex. 2001)) (emphasis added); *see, e.g*., *Orthopaedic Assocs. of S. Delaware, P.A. v. Pfaff*, No. CV S17C-07-016 ESB, 2018 WL 822020, at *2 (Del. Super. Ct. Feb. 9, 2018).

[123] *Wal-Mart Stores, Inc.*, 52 S.W.3d at 713; *see also Cantu*, 2018 WL 1831651, at *3; *see also ProTradeNet, LLC v. Predictive Profiles, Inc.*, 369 F. Supp. 3d 788, 794–95 (W.D. Tex. 2019).

[124] Complaint, ¶ 278.

[125] *Id.*, ¶ 279.

participation or conspiracy. Therefore, Plaintiff states no independently tortious conduct upon which to base its claim and the claim must be dismissed.

(b) The LPA Precludes Plaintiff's Claim for Tortious Interference of Business Relations.

Plaintiff does not state a viable claim against Defendants for tortious interference with business relations because HCMLP disclaimed any rights to the very business relations it contends Defendants interfered with. Under Delaware law, the parties are free to do so, because courts do not "import standards of conduct from corporate or tort law to govern" limited partnerships, leaving partners free to agree to conduct that might be prohibited in other contexts.[126]

The LPA defines an "*Affiliate*" as "any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question."[127] HCMLP disclaimed "any rights . . . in any business ventures" of Defendants because Defendants are alleged to be Affiliates of Strand (the "General Partner") (which Plaintiff alleges are under the common control of Dondero).[128] HCMLP disclaimed any rights it may have had in the business ventures of entities such as NPA and HCMFA in the LPA.[129] Thus, because HCMLP disclaimed any rights in any

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[126] *See Allen v. Encore Energy Partners, L.P.*, 72 A.3d 93, 106 (Del. 2013).

[127] 2nd LPA, § 2.1, Def. Ex. B, Def. Appx. 48; 4th LPA, § 2.1, Def. Ex. A, Def. Appx. 10.

[128] Complaint, *passim*.

[129] 2nd LPA, § 4.1(f-g), Def. Ex. B, Def. Appx. 62-63 (emphasis added); 4th LPA, § 4.1(f-g), Def. Ex. A, Def. Appx. 25 (emphasis added):

> (f) Outside Activities' Conflicts of Interest. The General Partner or any Affiliate thereof and any director, officer, employee, agent, or representative of the General Partner or any Affiliate thereof shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including, without limitation, business interests and activities *in direct competition with* the Partnership. *Neither the Partnership nor any of the Partners shall have any rights* by virtue of this Agreement or the partnership relationship created hereby *in any business ventures* of the General Partner, any Affiliate thereof, or any director, officer, employee, agent, or representative of either the General Partner or any Affiliate thereof.
>
> (g) Resolution of Conflicts of Interest. Unless otherwise expressly provided in this Agreement or any other agreement contemplated herein, whenever a conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership or any Limited Partner, on the other hand, any action taken by the General Partner, in the absence of bad faith by the General Partner, shall not constitute a breach of this Agreement or any other agreement contemplated herein or a *breach of any standard of care or duty imposed herein or therein or under the Delaware Act or any other applicable law, rule, or regulation*.

business ventures of Affiliates of the General Partner, it relinquished the right to bring such a claim against Defendants in this matter and this claim must be dismissed under *Twombly*.

6. Plaintiff's Claim for Unjust Enrichment Must Be Dismissed Because it is not an Independent Cause of Action under Texas Law and Plaintiff Cannot Recover If a Valid Contract Exists Governing the Issue.

Plaintiff's claim for unjust enrichment is not an independent cause of action under Texas law and accordingly must be dismissed.[130]

If the Court were to consider unjust enrichment as a separate cause of action – contrary to Texas authority – the claim would still be subject to the general rule that a claim for unjust enrichment does not lie when there is a contract governing the parties' dispute.[131] Here, Plaintiff alleges that HCMFA and NPA paid too little for HCMLP's services.[132] But, when compensation is determined by a contract, there can be no claim for unjust enrichment when the price determined by the contract is paid.[133] "When a valid agreement already addresses the matter, recovery under

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[130] *See Midwestern Cattle Mktg., LLC v. Legend Bank, N.A.*, 999 F.3d 970, 972 (5th Cir. 2021) (". . .unjust enrichment describes the nature of certain claims and remedies, [but is] not a distinct cause of action itself"); *McCullough v. Scarbrough, Medlin & Assocs.*, 435 S.W.3d 871, 891 (Tex. App.—Dallas 2014, pet. denied) ("unjust enrichment is not an independent claim; rather it is a theory of recovery"); *Hancock v. Chicago Title Ins. Co.*, 635 F. Supp.2d 539, 561 (N.D. Tex. 2009) ("Because Texas law does not afford an independent cause of action for unjust enrichment, plaintiffs cannot simultaneously maintain both of these claims [for unjust enrichment and money had and received]," dismissing unjust enrichment claim); *Taylor v. Tervino*, No. 3:20-CV-0393-D, 2021 WL 347566, at *4 (N.D. Tex. Feb. 2, 2021) ("The court has previously held that Texas law does not recognize an independent cause of action for unjust enrichment," dismissing unjust enrichment claim on 12(b)(6) motion, since non-movant could not provide any authority to the contrary); *Redwood Resort Properties, LLC v. Holmes Co. Ltd.*, No. CIVA 3:06CV1022 D, 2006 WL 3531422, at *9 (N.D. Tex. Nov. 27, 2006) (dismissing unjust enrichment claim on 12(b)(6) motion because "[u]njust enrichment 'is not an independent cause of action but rather characterizes the result of a failure to make restitution of benefits. . .which give rise to an implied or quasi-contractual obligation to repay'"); *Arencibia v. AGA Serv. Co.*, No. 4:20-cv-00819-O, 2020 WL 10056799, at *5 (N.D. Tex. Nov. 13, 2020) (dismissing unjust enrichment claim on 12(b)(6) motion because ". . .Texas courts of appeals have consistently held that unjust enrichment is not an independent cause of action, but is instead a theory upon which an action for restitution may rest."); *Clapper v. Am. Realty Inv'rs, Inc.*, No. 3:14-cv-2970-L, 2019 WL 5865709, at *9 (N.D. Tex. Nov. 7, 2019) (same).

[131] *Fortune Prod. Co. v. Conoco, Inc.*, 52 S.W.3d 671, 684 (Tex. 2000); *Reveille Trucking, Inc., v. Lear Corp.*, No. 4:14-CV-511, 2017 WL 661521, at *13 (S.D. Tex. Feb. 17, 2017); *Maxwell v. Neri N. Am.*, No. 4:13-CV-269, 2014 WL 2441200, at *6 (S.D. Tex. May 30, 2012).

[132] Complaint, ¶ 347 ("Neither NexPoint nor HCMFA fairly compensated HCMLP for the use of its employees or resources [under the shared services agreements]").

[133] *Musgrave v. Horne Re-Abilene, LLC*, No. 1:09-CV-138-C, 2010 WL 11613937, at *6 (N.D. Tex. July 12, 2010) (dismissing unjust enrichment theory of recovery where the parties contested the amount payable for a tract of land, but there was a valid express contract governing the price to be paid).

an equitable theory [like unjust enrichment] is generally inconsistent with the express agreement."[134] Plaintiff's effort to repackage its allegations to fit every conceivable tort claim in Texas should be rejected and Plaintiff's unjust enrichment claim must be dismissed.

V. Conclusion

Defendants NPA and HCMFA therefore respectfully request this Court dismiss Plaintiff's Ninth, Eleventh, Twelfth, Thirteenth, Fifteenth, Sixteenth, Seventeenth, and Twenty-Eighth Counts in its Complaint under Federal Rule of Civil Procedure 12(b)(1) and 12(b)(6). Additionally, Defendants NPA and HCMFA do not consent to the Bankruptcy Court entering final orders or a judgment in this Adversary Proceeding.

Dated: March 23, 2022

Respectfully submitted,

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[134] *Id.* (quoting the Supreme Court of Texas in *Fortune Prod. Co.*).

CERTIFICATE OF SERVICE

I certify that on March 23, 2022, a true and correct copy of the foregoing document was served via the Court's Electronic Case Filing system to the parties that are registered or otherwise entitled to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez