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

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

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In re: )  
 ) Chapter 11  
 )  
HIGHLAND CAPITAL MANAGEMENT, L.P.,<sup>1</sup> ) Case No. 19-34054-sgj11  
 )  
 )  
Debtor. )  
 )  
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**NOTICE OF (I) EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES TO BE ASSUMED BY THE  
DEBTOR PURSUANT TO THE FIFTH AMENDED PLAN, (II) CURE AMOUNTS,  
IF ANY, AND (III) RELATED PROCEDURES IN CONNECTION THEREWITH**

**PLEASE TAKE NOTICE THAT** on November 24, 2020, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered an order [Docket No. 1476] (the “Disclosure Statement Order”) that, among other things: (a) approved the *Disclosure Statement for the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.*

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<sup>1</sup> The Debtor’s last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.



(the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125(a) of the title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”); and (b) authorized the above-captioned debtor and debtor-in-possession (the “Debtor”) to solicit acceptances of the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1472] (the “Plan”).<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on January 13, 2021 at 9:30 a.m. prevailing Central Time, before The Honorable Stacey G. C. Jernigan in the United States Bankruptcy Court for the Northern District of Texas (Dallas Division), located at Earle Cabell Federal Building, 1100 Commerce Street, 14th Floor, Courtroom No. 1, Dallas, TX 75242-1496. The deadline for filing objections to the Plan is January 5, 2021, at 5:00 p.m., prevailing Central Time (the “Confirmation Objection Deadline”). Any objection to the Plan must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the Northern District of Texas; (c) state, with particularity, the name and address of the objecting party, the basis and nature of any objection to the Plan, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court on or before the Confirmation Objection Deadline.

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice because the Debtor’s records reflect that you are a party to a contract to be assumed by the Debtor pursuant to the Plan Supplement [Docket No. 1606] filed on December 18, 2020. Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan.

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

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

**PLEASE TAKE FURTHER NOTICE THAT**, absent any pending dispute, the monetary amounts required to cure any existing defaults arising under the Executory Contract(s)

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

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

and Unexpired Lease(s) identified on **Schedule A** attached hereto will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by the Debtor in Cash on the Effective Date or as soon as reasonably practicable thereafter. In the event of a dispute, however, payment of the cure amount would be made following the entry of a final order(s) resolving the dispute and approving the assumption. If an objection to the proposed assumption or related cure amount is sustained by the Court, however, the Debtor may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the assumption of an Executory Contract or Unexpired Lease is **January 11, 2021, at 5:00 p.m.**, prevailing Central Time. Any objection to the assumption of your Executory Contract or Unexpired Lease must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the Northern District of Texas; (c) state, with particularity, the name and address of the objecting party, the basis and nature of any objection the assumption of the Executory Contract or Unexpired Lease, and, if practicable, a proposed modification such proposed assumption that would resolve such objection; (d) be served on counsel for the Debtor set forth in the signatory block below; and (e) be filed with the Court on or before January 11, 2021 at 5:00 p.m. prevailing Central Time.

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

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

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

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a copy of the

Disclosure Statement Order, Disclosure Statement, the Plan, the Plan Supplement, or related documents, you may: (a) access the Debtor's restructuring website at <http://www.kccllc.net/hcmlp>; (b) write to HCMLP Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) call toll free: (877) 573-3984 or international: (310) 751-1829 and request to speak with a member of the Solicitation Group; or (d) email [HighlandInfo@kccllc.com](mailto:HighlandInfo@kccllc.com) and reference "Highland" in the subject line. You may also obtain copies of any pleadings filed in this case for a fee via PACER at: [pacer.uscourts.gov](http://pacer.uscourts.gov).

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

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

Dated: December 30, 2020.

**PACHULSKI STANG ZIEHL & JONES LLP**

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-and-

**HAYWARD & ASSOCIATES PLLC**

*/s/ Zachery Z. Annable*

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

**Schedule A**

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

<b>Debtor</b>	<b>Counterparty</b>	<b>Description of Assumed Contracts or Leases</b>	<b>Cure</b>
Highland Capital Management, L.P.	Aberdeen Loan Funding Ltd. Attn: The Directors	Servicing Agreement	0.00
Highland Capital Management, L.P.	AT&T Corp. Attn: Peter Davis	Managed Internet Service	927.16
Highland Capital Management, L.P.	Bank of New York Mellon Trust Company Attn: Corporate Trust	Letter Agreement	0.00
Highland Capital Management, L.P.	Bank of New York Mellon Trust Company	Electronic Communications	0.00
Highland Capital Management, L.P.	Brentwood CLO Ltd. Attn: The Directors	Servicing Agreement	0.00
Highland Capital Management, L.P.	Carey International, Inc. Attn: Gary Kessler	Advisory Services Agreement	0.00
Highland Capital Management, L.P.	CCS Medical, Inc. Attn: Steve Saft	Advisory Services Agreement	0.00
Highland Capital Management, L.P.	Citibank N.A. Attn: Doug Warren	Reference Portfolio Management Agreement	0.00
Highland Capital Management, L.P.	Cornerstone Healthcare Group Holding, Inc. Attn: David Smith	Amended and Restated Advisory Services Agreement	0.00
Highland Capital Management, L.P.	Crescent Investors LP Attn: Property Manager	Office Lease	0.00
Highland Capital Management, L.P.	Eastland CLO Ltd. Attn: The Directors	Servicing Agreement	0.00
Highland Capital Management, L.P.	Falcon E&P Opportunities GP, LLC Attn: Marc Manzo	Amended and Restated Shared Services Agreement	0.00
Highland Capital Management, L.P.	FTI Consulting Inc. Attn: Ronald Greenspan	Letter Agreement	0.00
Highland Capital Management, L.P.	Gleneagles CLO, Ltd. Attn: The Directors	Portfolio Management Agreement	0.00
Highland Capital Management, L.P.	Grayson CLO Ltd. Attn: The Directors	Servicing Agreement	0.00
Highland Capital Management, L.P.	Greenbriar CLO, Ltd. Attn: The Directors	Servicing Agreement	0.00
Highland Capital Management, L.P.	Highland Capital Multi-Strategy Fund LP	Investment Management Agreement	0.00
Highland Capital Management, L.P.	Highland Capital Multi-Strategy Master Fund LP	Investment Management Agreement	0.00

<b>Debtor</b>	<b>Counterparty</b>	<b>Description of Assumed Contracts or Leases</b>	<b>Cure</b>
Highland Capital Management, L.P.	Highland Credit Opportunities CDO Ltd.	Collateral Management Agreement	0.00
Highland Capital Management, L.P.	Highland HCF Advisors, Ltd.	Shared Services Agreement	0.00
Highland Capital Management, L.P.	Highland HCF Advisors, Ltd.	Sub-advisory Agreement	0.00
Highland Capital Management, L.P.	Highland Legacy Limited Attn: Suzanne St. Thomas	Collateral Management Agreement	0.00
Highland Capital Management, L.P.	Highland Loan Funding V Ltd. Attn: The Directors	Collateral Management Agreement	0.00
Highland Capital Management, L.P.	Highland Multi Strategy Credit Fund Ltd., Highland Multi Strategy Credit Fund LP	Third Amended & Restated Investment Management Agreement	0.00
Highland Capital Management, L.P.	Highland Park CDO I, Ltd. Attn: The Directors	Collateral Servicing Agreement	0.00
Highland Capital Management, L.P.	Highland Prometheus Master Fund LP, Highland Prometheus Feeder Fund I LP, Highland Prometheus Feeder Fund II LP, Highland SumBridge GP LLC	Amended & Restated Investment Management Agreement	0.00
Highland Capital Management, L.P.	Highland Restoration Capital Partners LP, Highland Restoration Capital Partners Offshore LP, Highland Restoration Capital Partners Master LP, Highland Capital Parters GP LLC	Management Agreement	0.00
Highland Capital Management, L.P.	Highland Select Equity Master Fund LP, High Select Equity Fund GP LP	Investment Management Agreement	0.00
Highland Capital Management, L.P.	Jaspar CLO Ltd. Attn: The Directors	Amended & Restated Portfolio Management Agreement	0.00
Highland Capital Management, L.P.	Jefferies LLC Attn: Chris Bianchi	Prime Brokerage Agreement	0.00
Highland Capital Management, L.P.	Liberty CLO, Ltd. Attn: The Directors	Portfolio Management Agreement	0.00
Highland Capital Management, L.P.	Liberty Life Assurance Company of Boston	Administrative Services Agreement	0.00
Highland Capital Management, L.P.	Longhorn Credit Funding, LLC Attn: Secretary	Investment Management Agreement	0.00
Highland Capital Management, L.P.	Paylocity Corporation	Corporation Services Agreement	0.00



<b>Debtor</b>	<b>Counterparty</b>	<b>Description of Assumed Contracts or Leases</b>	<b>Cure</b>
Highland Capital Management, L.P.	Petrocap Partners II GP LLC Attn: William L. Britain	Amended and Restated Administrative Services Agreement	0.00
Highland Capital Management, L.P.	Red River CLO Ltd. Attn: The Directors	Servicing Agreement	0.00
Highland Capital Management, L.P.	Rockwall CDO II Ltd. Attn: The Directors	Servicing Agreement	0.00
Highland Capital Management, L.P.	Rockwall CDO II Ltd. Attn: The Directors	Servicing Agreement	0.00
Highland Capital Management, L.P.	Southfork CLO Ltd. Attn: The Directors	Portfolio Management Agreement	0.00
Highland Capital Management, L.P.	Stratford CLO Ltd. Attn: The Directors	Servicing Agreement	0.00
Highland Capital Management, L.P.	SunTrust Robinson Humphrey Inc. Attn: Documentation	Electronic Trading Services Agreement	0.00
Highland Capital Management, L.P.	Trussway Holdings, Inc. Attn: Kendall Hoyd	Amended and Restated Advisory Services Agreement	0.00
Highland Capital Management, L.P.	Valhalla CLO, Ltd. Attn: The Directors	Reference Portfolio Management Agreement	0.00
Highland Capital Management, L.P.	ViaWest Attn:	Master Service Agreement	0.00
Highland Capital Management, L.P.	ViaWest Attn: John Greenwood	Master Service Agreement	0.00
Highland Capital Management, L.P.	Walkers Fund Services Limited	Management Agreement	0.00
Highland Capital Management, L.P.	Westchester CLO, Ltd. Attn: The Directors	Servicing Agreement	0.00