

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>In re</b>	§	<b>Chapter 11</b>
	§	
<b>HOUSTON REGIONAL SPORTS NETWORK, L.P.</b>	§	<b>Case No. 13-35998</b>
	§	
<b>Debtor.</b>	§	

**GLOBAL NOTES, METHODOLOGY, AND SPECIFIC  
DISCLOSURES REGARDING HOUSTON REGIONAL SPORTS NETWORK, L.P.’S  
SCHEDULES OF ASSETS AND LIABILITIES AND STATEMENT OF FINANCIAL  
AFFAIRS**

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**Introduction**

Houston Regional Sports Network, L.P. (the “Debtor”), with the assistance of its legal and financial advisors, file these Global Notes, Methodology, and Specific Disclosures Regarding Houston Regional Sports Network, L.P.’s Schedules of Assets and Liabilities and Statement of Financial Affairs (the “Global Notes”) with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) contemporaneously with its Schedules of Assets and Liabilities (the “Schedules”) and Statements of Financial Affairs (the “SOFA,” and together with the Schedules, the “Schedules and Statements”). The Debtor prepared its Schedules and Statements pursuant to section 521 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

These Global Notes pertain to, are incorporated by reference in, and comprise an integral part of the Schedules and Statements. The Global Notes should be referred to, considered, and reviewed in connection with any review of the Schedules and Statements.

The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States (“GAAP”), nor are they intended to be fully reconciled with the financial statements of the Debtor. Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment, and reflect the Debtor’s reasonable best efforts to report the assets and liabilities of the Debtor.

In preparing the Schedules and Statements, the Debtor relied upon information derived from its books and records that was available at the time of such preparation. Although the Debtor has made reasonable efforts to ensure the accuracy and completeness of such financial information, inadvertent errors or omissions, as well as the discovery of conflicting, revised, or subsequent information, may cause a material change to the Schedules and Statements. Accordingly, the Debtor reserves all of their rights to amend, supplement, or otherwise modify

the Schedules and Statements as is necessary and appropriate, consistent with the Bankruptcy Code and Rules.

Donna White has signed the Schedules and Statements. Ms. White is the Vice-President for Finance and Human Resources of the Debtor. In reviewing and signing the Schedules and Statements, Ms. White necessarily has relied upon the efforts, statements, and representations of various personnel employed by the Debtor, and also on the Debtor's legal and financial advisors. Ms. White has not (and could not have) personally verified the accuracy of each statement and representation contained in the Schedules and Statements, including statements and representations concerning amounts owed to creditors, classification of such amounts, and creditor addresses. Ms. White has no independent knowledge, however, that would directly contradict the information in the Schedules and Statements.

### **Global Notes and Overview of Methodology**

**Reservation of Rights.** Reasonable best efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may exist. The Debtor reserves all rights to amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation: (a) the right to amend the Schedules and Statements with respect to any description or characterization or value of any claim ("Claim"); (b) to dispute or otherwise assert offsets or defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status, or classification; (c) to subsequently designate any Claim as "disputed," "contingent," or "unliquidated;" or (d) to object to the extent, validity, enforceability, priority, or avoidability of any Claim, or to identify and invoke a right of setoff or recoupment. Any failure to designate a Claim in the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtor that such Claim or amount is not "disputed," "contingent," or "unliquidated." Listing a Claim does not constitute an admission of liability by the Debtor against which the Claim is listed, to the extent such would preclude later amendment and correction by the Debtor. Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to the Debtor's chapter 11 bankruptcy case. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph.

**Description of Case and "as of" Information Date.** On September 27, 2013 (the "Petition Date"), certain creditors of the Debtor filed a petition for involuntary bankruptcy relief pursuant to section 303 of the Bankruptcy Code against the Debtor in the Bankruptcy Court (Docket No. 1). On February 4, 2014 (the "Commencement Date"), the Bankruptcy Court entered an Order for Relief and Case Management Order (Docket No. 210). The period between the Petition Date and the Commencement Date shall be referred to herein as the "Gap Period". The Debtor continues to manage and operate their business 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 bankruptcy case.

**Except as otherwise noted herein, asset and liability information stated in the Schedules and Statements is as of the close of business on the Petition Date.**

**Net Book Value of Assets.** It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate assets for the Debtor to obtain current market valuations for all of its assets. Accordingly, unless otherwise indicated, the Schedules and Statements reflect net book values as of the most recent accounting period available and are as restated from the Debtor's books and records. The Debtor reserves its right to amend or adjust the value of each asset or liability set forth herein, and nothing herein binds the Debtor to any such stated value to the extent that there may be a market value different from that stated.

**Recharacterization.** Notwithstanding the Debtor's reasonable best efforts to properly characterize, classify, categorize or designate certain Claims, assets, executory contracts, unexpired leases and other items reported in the Schedules and Statements, the Debtor may, nevertheless, have improperly characterized, classified, categorized, designated, or omitted certain items due to the complexity and size of the Debtor's business. Accordingly, the Debtor reserves all of its rights to recharacterize, reclassify, recategorize, redesignate, add or delete items reported in the Schedules and Statements at a later time as is necessary or appropriate as additional information becomes available, including, without limitation, whether contracts or leases listed herein were deemed executory or unexpired as of the Petition Date and remain executory and unexpired postpetition.

**Liabilities.** The Debtor maintains ongoing efforts to review and reconcile all prepetition liabilities including the receipt of goods, processing of invoices and application of payments. In addition, the Debtor has sought to allocate liabilities between the prepetition and postpetition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the value of liabilities and the allocation of liabilities between the prepetition and postpetition periods may change. Accordingly, the Debtor reserves all of its rights to amend, supplement, or otherwise modify the Schedules and Statements as is necessary or appropriate. The Debtor also reserves the right to alter the priority and allocation of liability to the extent additional information becomes available.

The liabilities listed on the Schedules do not reflect any analysis of Claims under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtor reserves all of its rights to dispute or challenge the validity of any asserted Claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to any creditor's Claim.

**Excluded Assets and Liabilities.** The Debtor has excluded certain categories of assets and liabilities comprising tax accruals, and goodwill and certain other intangible assets. The Debtor also has excluded rejection damage Claims of counterparties to executory contracts and unexpired leases that may be rejected, to the extent such damage Claims exist, though an effort has been made to schedule these contract and lease counterparties on the suitable schedule regarding any Claim. In addition, certain assets and liabilities may have been excluded which are not material to the Debtor, and which have de minimis value.

**Insiders.** Any payments listed to "insiders" on SOFA 3(c) or persons listed as "insiders" have been included for informational purposes only. The Debtor does not take any position with respect to: (a) such person or entity's influence or control over the Debtor; (b) the management

responsibilities or functions of such entity or individual; (c) the decision-making or corporate authority of such entity or individual; or (d) whether such entity or individual could successfully argue that they were not an “insider” under applicable law, including the federal securities laws, or with respect to any theories of liability or for any other purpose.

**Executory Contracts and Unexpired Leases.** The Debtor has not necessarily set forth executory contracts and unexpired leases as assets in the Schedules and Statements, even though these contracts and leases may have some value to the Debtor’s estate. The Debtor’s executory contracts and unexpired leases have been set forth in Schedule G. The Debtor’s rejection of executory contracts and unexpired leases may result in the assertion of rejection damage claims; the Schedules and Statements do not reflect any claims for rejection damages. The Debtor reserves the right to make any arguments and objections with respect to the assertion of any such claims.

**Classifications.** Listing a Claim or contract on (a) Schedule D as “secured,” (b) Schedule E as “priority,” (c) Schedule F as “unsecured,” or (d) on Schedule G as “executory” or “unexpired,” does not constitute an admission by the Debtor of the legal rights of the Claimant or a waiver of the Debtor’s rights to recharacterize or reclassify such Claims or contracts or to setoff of such Claims.

**Claims Description.** Schedules D, E, and F permit the Debtor to designate a Claim as “disputed,” “contingent,” and/or “unliquidated.” Any failure to designate a Claim on the Schedules and Statements as “disputed,” “contingent,” or “unliquidated” does not constitute an admission by the Debtor that such amount is not “disputed,” “contingent,” or “unliquidated,” or that such Claim is not subject to objection. The Debtor reserves all of their rights to dispute, or assert offsets or defenses to, any Claim reflected on the Schedules and Statements on any grounds, including liability or classification. Additionally, the Debtor expressly reserves all of their rights to subsequently designate such Claims as “disputed,” “contingent,” or “unliquidated.” Moreover, listing a Claim does not constitute an admission of liability by the Debtor.

**Causes of Action.** Despite their reasonable best efforts to identify all known assets, the Debtor may not have listed all of its causes of action or potential causes of action against third-parties as assets in the Schedules and Statements, including, without limitation, causes of actions arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. The Debtor reserves all of its rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross-claim, counter-claim, or recoupment and any Claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, 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 (collectively, “Causes of Action”) they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any Claims or Causes of Action or in any way prejudice or impair the assertion of such Claims or Causes of Action.

**Summary of Significant Reporting Policies.** The following is a summary of significant reporting policies:

- a. **Undetermined Amounts.** The description of an amount as “unknown,” “TBD” or “undetermined” is not intended to reflect upon the materiality of such amount.
- b. **Totals.** All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.
- c. **Payment of Claims in the Gap Period.** Pursuant to section 303(f) of the Bankruptcy Code, after the Petition Date, the Debtor continued to operate its business and continued to use, acquire and dispose of property as if an involuntary case concerning the Debtor had not been commenced. As such, and in part due to the considerable duration of the Gap Period, many outstanding prepetition Claims, including, without limitation, certain claims of employees for wages, salaries and benefits, certain other accounts payable and certain other payments were paid by the Debtor in the ordinary course of its business. Accordingly, certain outstanding liabilities may have been reduced by postpetition payments made during the Gap Period on account of prepetition liabilities. To the extent the Debtor has paid any of the Claims listed in the Schedules and Statements during the Gap Period, or will seek and receive Bankruptcy Court authority to pay any such Claims after the Commencement Date, the Debtor reserves all of its rights to take any action as is necessary or appropriate to avoid over-payment of or duplicate payments for any such liabilities.
- d. **Liens.** Property and equipment listed in the Schedules and Statements are presented without consideration of any liens that may attach (or have attached) to such property and equipment.

**Estimates and Assumptions.** To prepare and file the Schedules in accordance with the deadline established in this chapter 11 bankruptcy case, management was required to make certain estimates and assumptions that affected the reported amounts of these assets and liabilities. Actual results could differ from those estimates, perhaps materially. The Debtor reserves all rights to amend the reported amounts of assets and liabilities to reflect changes in those estimates or assumptions.

**Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.

**Setoffs.** The Debtor may incur certain offsets and other similar rights during the ordinary course of business. Offsets in the ordinary course can result from various items, including, without limitation, pricing discrepancies, returns, warranties, and other disputes between the Debtor and its suppliers. These offsets and other similar rights are consistent with the ordinary course of business in the Debtor's industry and are not tracked separately. Therefore, although such offsets and other similar rights may have been accounted for when certain amounts were included in the Schedules and Statements, offsets are not independently accounted for, and as such, are excluded from the the Schedules and Statements.

**Global Notes Control.** In the event that the Schedules and Statements differ from the foregoing Global Notes, the Global Notes shall control.

### **Specific Disclosures with Respect to the Debtor's Schedules**

**Schedule B.** Unless otherwise denoted on the Schedules and Statements, all values set forth in Schedule B reflect the net book value of the Debtor's assets as of the most recent reporting date.

**Schedule D.** The amount outstanding to Houston SportsNet Finance, LLC under the Debtor's prepetition secured credit facility reflects the principal amount of the debt as of the Petition Date.

Except as otherwise agreed pursuant to a stipulation or order entered by the Bankruptcy Court, the Debtor reserves its rights to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset of a secured creditor listed on Schedule D of the Debtor. Moreover, although the Debtor may have scheduled Claims of various creditors as secured Claims, the Debtor reserves all of their rights to dispute or challenge the secured nature of any such creditor's Claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's Claim. The descriptions provided on Schedule D are solely intended to be a summary—and not an admission—of liability.

Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements. Except as specifically stated on Schedule D, real property lessors, utility companies, and other parties that may hold security deposits have not been listed on Schedule D. The Debtor reserves all of its rights to amend Schedule D to the extent that the Debtor determines that any Claims associated with such agreements should be reported on Schedule D. Nothing herein shall be construed as an admission by the Debtor of the legal rights of the Claimant or a waiver of the Debtor's rights to recharacterize or reclassify such Claim or contract.

Moreover, the Debtor has not included on Schedule D parties that may believe their Claims are secured through setoff rights or inchoate statutory lien rights.

### **Schedule E.**

In an effort to respect the privacy of its employees, the Debtor has scheduled, as a single line item on Schedule E, the aggregate amount it owed to its employees on account of wages, salaries



and commissions as of the Petition Date (the “Schedule E Employee Claim”). The Debtor will make a detailed breakdown of such amount, with the name of each employee, an address and specific allocation, available to the U.S. Trustee or the Bankruptcy Court upon request.

Based on the instruction in the official form of Schedule E directing the Debtor to list priority claims as of the Petition Date, the Debtor did not list priority Claims that arose during the Gap Period under section 502(f) of the Bankruptcy Code. The Debtor reserves its right to amend and/or supplement Schedule E as necessary to list such Claims.

Moreover, pursuant to section 303(f) of the Bankruptcy Code, after the Petition Date, the Debtor continued to operate its business and continued to use, acquire and dispose of property as if an involuntary case concerning the Debtor had not been commenced. As such, the entirety of the Schedule E Employee Claim was paid after the Petition Date during the Gap Period by the Debtor in the ordinary course of its business. No amount of the Schedule E Employee Claim remains outstanding currently. The Debtor reserves all of its rights to take any action as is necessary or appropriate to avoid over-payment of or duplicate payments for any such liabilities.

### **Schedule F.**

The Claims listed on Schedule F represent the Debtor’s best reasonable best efforts to report all general unsecured Claims against the Debtor as of the Petition Date, based upon the Debtor’s existing books and records. As such, amounts currently owed under certain media rights agreements with the Houston Astros, LLC and/or Rocket Ball Ltd, to the extent those amounts were not due and owing as of the Petition Date and/or accrued after the Petition Date, may not be reflected, or may not be reflected in full, on Schedule F.

The Claims of individual creditors for, among other things, products, goods, or services are listed as either the lower of the amounts invoiced by such creditor or the amounts entered on the Debtor’s books and records and may not reflect credits or allowances due from such creditors to the Debtor. The Debtor reserves all of its rights with respect to any such credits and allowances, including the right to assert objections and/or setoffs with respect to same. Schedule F does not include certain deferred charges, deferred liabilities, accruals, or general reserves. Such amounts are, however, reflected on the Debtor’s books and records as required in accordance with GAAP. Such accruals are general estimates of liabilities and do not represent specific Claims as of the Petition Date.

The Claims listed on Schedule F arose or were incurred on various dates. In certain instances, the date on which a Claim arose is an open issue of fact. Although reasonable efforts have been made to identify the date of incurrence of each Claim, determining the date upon which each Claim on Schedule F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtor does not list a date for each Claim listed on Schedule F.

Moreover, pursuant to section 303(f) of the Bankruptcy Code, after the Petition Date, the Debtor continued to operate its business and continued to use, acquire and dispose of property as if an involuntary case concerning the Debtor had not been commenced. As such, many of the Claims listed on Schedule F may have been paid after the Petition Date during the Gap Period by the Debtor in the ordinary course of its business. The Debtor reserves all of its rights to take any

action as is necessary or appropriate to avoid over-payment of or duplicate payments for any such liabilities.

In an effort to respect the privacy of certain of its trade creditors who are individuals, the Debtor has scheduled, as a single line item on Schedule F, the aggregate amount it owed to its such creditors as of the Petition Date (the "Schedule F Talent Creditor Claim"). The Debtor will make a detailed breakdown of such amount, with the name of each individual creditor, an address and specific allocation, available to the U.S. Trustee or the Bankruptcy Court upon request.

Schedule F also reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption or assumption and assignment of an executory contract or unexpired lease. Additionally, Schedule F does not include potential rejection damage Claims, if any, of the counterparties to executory contracts and unexpired leases that may be rejected.

**Schedule G.** The Debtor's business is complex. Although the Debtor's existing books, records and financial systems have been relied upon to identify and schedule executory contracts of the Debtor and diligent efforts have been made to ensure the accuracy of the Debtor's Schedule G, inadvertent errors, omissions or over-inclusions may have occurred. Certain information, such as the contact information of the counter-party, may not be included where such information could not be obtained using the Debtor's reasonable efforts. Listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease or that such contract or agreement was in effect on the Petition Date or is valid or enforceable. The Debtor hereby reserves all of their rights to dispute the validity, status or enforceability of any contracts, agreements or leases set forth on Schedule G and to amend or supplement Schedule G as necessary. Certain of the leases and contracts listed on Schedule G may contain certain renewal options, guarantees of payment, indemnifications, options to purchase, rights of first refusal and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth separately on Schedule G.

Certain confidentiality, purchase order, indemnification and non-compete agreements may not be listed on Schedule G. The Debtor reserves all of their rights with respect to such agreements.

Certain of the contracts and agreements listed on Schedule G may consist of several parts, including, purchase orders, amendments, restatements, waivers, letters and other documents that may not be listed on Schedule G or that may be listed as a single entry. The Debtor expressly reserves their rights to challenge whether such related materials constitute an executory contract, a single contract or agreement or multiple, severable or separate contracts.

The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda and other documents, instruments, and agreements that may not be listed therein despite the Debtor's use of reasonable efforts to identify such documents. Further, unless otherwise specified on Schedule G, each executory contract or unexpired lease listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other



agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is listed thereon.

The Debtor has included on Schedule G certain master service agreements between third parties and Comcast Sports Management Services, LLC and/or NBCUniversal Television, pursuant to which such third parties invoice the Debtor directly. The Debtor reserves its right to amend Schedule G as necessary with respect to these contracts. Furthermore, the Debtor reserves all of their rights, Claims and causes of action with respect to the contracts on Schedule G, including the right to dispute or challenge the characterization of the structure of any transaction or any document or instrument related to a creditor's Claim.

In addition, the Debtor may have entered into various other types of agreements in the ordinary course of their businesses, such as subordination, nondisturbance and attornment agreements, supplemental agreements, amendments/letter agreements, title agreements, indemnity agreements, and confidentiality agreements. Such documents may not be set forth on Schedule G. Certain of the executory agreements may not have been memorialized and could be subject to dispute. Executory agreements that are oral in nature have not been included on Schedule G.

Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtor's rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by the omission. Schedule G may be amended at any time to add any omitted contract, agreement or lease.

The listing of any contract on Schedule G does not constitute an admission by the Debtor as to the validity of any such contract or that such contract is an executory contract or unexpired lease. The Debtor reserves all of their rights to dispute the effectiveness of any such contract listed on Schedule G or to amend Schedule G at any time to remove any contract.

**Schedule H.** The Debtor may not have identified certain guarantees associated with the Debtor's executory contracts, unexpired leases, secured financings, debt instruments and other such agreements. The Debtor reserves all of their rights to amend the Schedules to the extent that additional guarantees are identified or such guarantees are discovered to have expired or be unenforceable.

### **Specific Disclosures with Respect to the SOFA**

**Statement 3b.** Due to the nature of the Debtor's cash management system, Statement 3b includes any disbursement or other transfers made by the Debtor, or by Comcast Sports Management Services, LLC on behalf of the Debtor (except for those made to insiders, statutory employees, and bankruptcy professionals).

In an effort to respect the privacy of certain of its trade creditors who are individuals, the Debtor has listed payments to these individuals as "Event/studio talent" on SOFA 3(b) (the "**SOFA 3(b) Event/Studio Talent Payments**"). The Debtor will provide the full name of each individual creditor and their address available to the U.S. Trustee or the Bankruptcy Court upon request.

**Statement 3c.** Any payments listed to “insiders” on SOFA 3(c), including Houston SportsNet Holdings, LLC, Rockets Partner, L.P., Astros HRSN LP Holdings, LLC or Houston Regional Sports Network, LLC, or any affiliates related to such entities, have been included for informational purposes only. The Debtor does not take any position with respect to: (a) such entity’s influence or control over the Debtor; (b) the management responsibilities or functions of such entity; (c) the decision-making or corporate authority of such entity; or (d) whether such entity could successfully argue that they were not an “insider” under applicable law, including the federal securities laws, or with respect to any theories of liability or for any other purpose.

**Statement 4a.** Information provided in Statement 4a includes only those legal disputes and administrative proceedings that are formally recognized by an administrative, judicial or other adjudicative forum. Any information contained in Statement 4a shall not be a binding representation of the Debtor’s liabilities with respect to any of the suits and proceedings identified therein.

**Statement 8.** The Debtor occasionally incurs losses for a variety of reasons, including theft and property damage. The Debtor, however, may not have records of all such losses as to the extent such losses do not have a material impact on the Debtor’s business or are not reported for insurance purposes.

**Statement 23.** Unless otherwise indicated in the Debtor’s specific response to Statement 23, the Debtor has included a comprehensive response to Statement 23 in Statement 3c.

The Debtor, its officers, employees, agents, attorneys and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided herein and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information contained herein. Except as expressly required by the Bankruptcy Code, the Debtor and its officers, employees, agents, attorneys and financial advisors expressly do not undertake any obligation to update, modify revise or re-categorize the information provided herein or to notify any third party should the information be updated, modified, revised or re-categorized. The Debtor, on behalf of itself, its officers, employees, agents and advisors disclaim any liability to any third party arising out of or related to the information contained in the Schedules and Statements and reserve all rights with respect thereto.

B6 Summary (Form 6 - Summary) (12/13)

**United States Bankruptcy Court**  
**Southern District of Texas**

In re Houston Regional Sports Network, L.P.  
 Debtor(s)

Case No. 13-35998  
 Chapter 11

**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7,11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	No	0	\$0.00		
B - Personal Property	Yes	9	\$17,082,681.02		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	1		\$100,000,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		\$238,010.91	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	23		\$30,883,687.89	
G - Executory Contracts and Unexpired Leases	Yes	10			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	No	0			\$N/A
J - Current Expenditures of Individual Debtor(s)	No	0			\$N/A
<b>TOTAL</b>		<b>46</b>	<b>\$17,082,681.02</b>	<b>\$131,121,698.80</b>	

B6B (Official Form 6B) (12/07)

In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		Petty cash - Approximate	-	1,500.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Wells Fargo Bank Account No. XXXXXX4723 Concentration Account	-	15,961.67
		Wells Fargo Bank Account No. XXXXXX7578 Lockbox Account	-	0.00
		The Bank of New York Mellon Account No. XXXXX7856 Money Market Account	-	7,827,079.85
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		OneBeacon Insurance Company, Property	-	Unknown
		OneBeacon Insurance Company, Auto	-	Unknown

Sub-Total > **7,844,541.52**  
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		OneBeacon Insurance Company, General Liability	-	Unknown
		OneBeacon Insurance Company, Worker's Compensation	-	Unknown
		OneBeacon Insurance Company, Umbrella/Excess	-	Unknown
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		AR - Trade	-	8,495,847.25
		AR - Other (Due from Affiliates)	-	82,394.75
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			

Sub-Total > **8,578,242.00**  
(Total of this page)

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.		See License Agreements, Schedule G	-	Unknown
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		See Exhibit B28 & 29	-	Unknown
29. Machinery, fixtures, equipment, and supplies used in business.		See Exhibit B28 & 29	-	Unknown
30. Inventory.	X			
31. Animals.	X			

Sub-Total > 0.00  
(Total of this page)

Sheet 2 of 3 continuation sheets attached  
to the Schedule of Personal Property



B6B (Official Form 6B) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
 (Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.		Prepaid Expenses (Rent, Insurance, Events, etc.)	-	658,950.15

Sub-Total > 658,950.15  
 (Total of this page)  
 Total > 17,081,733.67

Sheet 3 of 3 continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

Exhibit B28 & 29

Fixed Assets

ASSET DESCRIPTION	DESCRIPTION	SL Category	GL Category
POALI MODIAN GUEST CHAIR	FURN & FIXTURES	FURN	Furniture & Fixtures
BIN & DRAWER CABINET	FURN & FIXTURES	FURN	Furniture & Fixtures
GUEST CHAIR	FURN & FIXTURES	FURN	Furniture & Fixtures
KDL40EX640 40 LCD TV	FURN & FIXTURES	FURN	Furniture & Fixtures
EXTERNAL HARD DRIVE BELT CLIP	PERSONAL COMPUTERS	PC	Hardware
APPLE MAC PRO	PERSONAL COMPUTERS	PC	Hardware
SERVERS INSTALLATION	PERSONAL COMPUTERS	PC	Hardware
SERVER OPER ON AIR	PERSONAL COMPUTERS	PC	Hardware
SERVER UPGRADE	PERSONAL COMPUTERS	PC	Hardware
CENTRAL MONITORING SERVER	PERSONAL COMPUTERS	PC	Hardware
HP COMPACT PC	PERSONAL COMPUTERS	PC	Hardware
BLACKRACK PROCESSOR BNC	PERSONAL COMPUTERS	PC	Hardware
COMCAST CHARGES	PERSONAL COMPUTERS	PC	Hardware
BNS MEDIA EQUIPMENT	PERSONAL COMPUTERS	PC	Hardware
BNS MEDIA EQUIPMENT	PERSONAL COMPUTERS	PC	Hardware
COMPUTER EQUIPMENT AND SOFT	PERSONAL COMPUTERS	PC	Hardware
KINGSTON 4GB 1333MHZ CL9 S	PERSONAL COMPUTERS	PC	Hardware
INTERNAL DESKTOP HARD DRIVE	PERSONAL COMPUTERS	PC	Hardware
OPEN LICENCE MCRSFT VSN 2013	PERSONAL COMPUTERS	PC	Hardware
STYLE CRAFT 21 71	LEASEHOLD IMP	LEAS	Leasehold Improvements
PROFESSIONAL EXPENSES	LEASEHOLD IMP	LEAS	Leasehold Improvements
BUILDOUT EXPENSE	LEASEHOLD IMP	LEAS	Leasehold Improvements
RESEARCH INVESTING INFORMATI	LEASEHOLD IMP	LEAS	Leasehold Improvements
MEP CONSALTANT ENGINEER LEAS	LEASEHOLD IMP	LEAS	Leasehold Improvements
RESEARCH INVESTING INFORMATI	LEASEHOLD IMP	LEAS	Leasehold Improvements
RESEARCH INVESTING INFORMATI	LEASEHOLD IMP	LEAS	Leasehold Improvements
GENRAL CONTRACTOR FOR SERVICE	LEASEHOLD IMP	LEAS	Leasehold Improvements
CONTRACT SERVICE LEASEHOLD	LEASEHOLD IMP	LEAS	Leasehold Improvements
2ND GENL CONTRACTOR DRAW	LEASEHOLD IMP	LEAS	Leasehold Improvements
CONTRACT SERVICE LEASEHOLD	LEASEHOLD IMP	LEAS	Leasehold Improvements
BUILD-OUT	LEASEHOLD IMP	LEAS	Leasehold Improvements
LABOUR CHARGES FOR WORKSTATION	LEASEHOLD IMP	LEAS	Leasehold Improvements
DESIGNTEX FABRICS	LEASEHOLD IMP	LEAS	Leasehold Improvements
UV BARN DOORS	LEASEHOLD IMP	LEAS	Leasehold Improvements
ILLUMINATOR REFLECTOR KIT PRE	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
ILLUMINATOR REFLECTOR KIT	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
O LED MONITOR	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
HD SD ADDITIONAL VIDEO EQU	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
ADVANCED AUDIO KIT	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
MULTIFORMAT SINGLE ANALYZER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
VOLICON OBSERVER PROFESSION	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
TVM-SERIES MODULATOR	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
LOUDNESS ANALYZER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
HARDDRIVE POWER SUPPLIES	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
HD/SD VIDEO AUDIO ANALOG	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
CSNH INTEGRATION	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment

SONY LCD	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
PROGRAM IFB ASSIGNMENT PANNEL	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
STEDEO MONITORING SYSTEM	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
TWO STAGE STUDIO PEDSTALE	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
CANON STANDARD REMOTE HEAD	CAMERAS & LENSES	CAML	Machinery & Equipment
MANUAL SWITCHABLE PANEL ON	CAMERAS & LENSES	CAML	Machinery & Equipment
RACK MOUNT MODULATOR	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
CONSOLE AS PER DESIGN	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
POSITION KEY PANNEL KIT	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
KEY PANNEL KIT	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
VECTOR CAACITY PAN FOR CAMERA	CAMERAS & LENSES	CAML	Machinery & Equipment
MODULATOR AUDIO VIDEO KIT	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SINGLE CHANNEL HD SD DECORDER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
HD DIGITAL ENCORDER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
PAIR TRANSMITTER CONNECTOR	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
CANON DIGITAL CAMERA	CAMERAS & LENSES	CAML	Machinery & Equipment
CAMIO 3 CLUSTER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
WSLED DRIVE LIGHT	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
UPGRADE FOR NBC SSL	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SONY BATTERY PACK	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
AMRIPACK HARD TRANSIT	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
PRO VIDEO MONITOR	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SONY PROFESSIONAL DISC RECORD	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
DIGITAL WIRELESS TRANSMITTER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
THE XDCAM EX PMW EX1R SUCCESS	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
REMOTE CONTROL CAMERA	CAMERAS & LENSES	CAML	Machinery & Equipment
HD ELECTRONIC VIEWFINDER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
CAMRECORDER	CAMERAS & LENSES	CAML	Machinery & Equipment
DIGITAL WIRELESS RECEIVER MIC	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SONY DISC CAMRECORDER	CAMERAS & LENSES	CAML	Machinery & Equipment
MULTIFORMAT SWITCH PROCCESO	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SONY ADAPTER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
PORTABLE BATTERY CHARGER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
HD CAM STUDIO RECORDER	STUDIO EQUIPMENT	SEQP	Machinery & Equipment
QUAD LAYER DISC DRIVE	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
OLED FOR PORTABLE CAMERA	CAMERAS & LENSES	CAML	Machinery & Equipment
SONY PROFESSIONAL DISC RECO	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SERVICE ON EXISTING CONTRACT	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
HD CAMRECORDER RACK MOUNT	CAMERAS & LENSES	CAML	Machinery & Equipment
HD CAMERA CONTROL UNIT	CAMERAS & LENSES	CAML	Machinery & Equipment
DIGITAL WIRELESS TRANSMITTER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
DISC PROFESSIONAL CAMCORDER	CAMERAS & LENSES	CAML	Machinery & Equipment
HD STUDIO CAMCORDER	CAMERAS & LENSES	CAML	Machinery & Equipment
DIGITAL WIRELESS RECEIVER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
ANALOG COMPOSITE INPUTBOARD	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SONY CAMCORDER	CAMERAS & LENSES	CAML	Machinery & Equipment
CHARGES RELATING VDE DSGNSFTW	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment

IT NETWORKING CHETAN S BUDGET	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
IT SERVICES SETS	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
IT SERVICES SETS	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SHARP LED SMART TV LED BACKL	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
LCD FLAT SCREEN TV	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
40 LCD TV	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
INTEGRATION DOWN PAYMENT	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
LIGHTING EQUIPMENT SETS	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
LIGHTING EQUIPMENT SETS	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
LIGHTING RENTAL AND TRAVEL	CAMERAS & LENSES	CAML	Machinery & Equipment
GRAPHITE LITHIUM ION BATTERY	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
ILLUMINATOR REFLECTOR KIT CON	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
INEWS WRKFLOW DESIGN IN200	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
PLENUM DROP CABLE	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
250 GB MEMORY CARDS	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
LCD MONITOR LCD CONTROLLER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
FIBER TRANSMITTER CONVERTER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
CISCO CATALYST PORT	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
FRIGT CHRGS FOR CISCO CATALYST	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
KEY BOARD	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
LABOR CHARGES FOR CONTROL	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
MAC PRO	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SYSTEM SOLUTIONS INTEGRATION	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
NETWORK TESTER GENERATOR	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
MOTION MOUNT FITS	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
VARIFICATION KIT	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SIMPLIFBER PRO KITS	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SINGLEMODE LAUNCH CABLE	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
CONSULTING SERVICES	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
ANALOG & DIGITAL VIDEO LGT	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
MALEDUAL XLR FEMALE CABLE	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SHOTGUN MICROPHONE	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
CAMRADE WS 2 WETSUIT	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
MATTHEWS FULL APPLE BOX	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
REMOTE STEREO BOOM COIL JUMPER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
APPLE IPAD WI FI 16GB	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
INTGRATD STERO DOBLY DIGT ECDR	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SAMSUNG LED BACKLITE LCD TV	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
TRAVEL EXP SALES ORDER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
TRAVEL EXP SALES ORDER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
WINDOWS SERVER 2008	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
HD COMP VID HD SDI CONVERTER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SALS TAX CREDITED	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
PIVOT WALL RACK	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
CONRACKT REIMBERMENT FEE	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
INTERIOR SIGN FABRICATIONS	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
CAMCORDER & CAMERA ACCESSORIES	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment



CAMCORDER & CAMERA ACCESSORIES	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SLING BOX 350 MEDIA PLAYER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
DIGITAL ANLG METER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
EFFECTS PLUGINS&VISUAL EFFECTS	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
EFFECTS PLUGINS&VISUAL EFFECTS	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
TRAPCODE SUITE 12	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
CABLE TIES	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
WIRE SHELVING	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
POWER CARD JEC	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SUPPLY SERVICES CHARGES	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
WIRE SHELVING	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
SHELVING STARTARS	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
DUAL LASER PRINTER	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
FREESTANDING STORAGE RACKS	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
CABLE REEL RACK	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
HOST ADAPTER & DESKTOP CONNCTR	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
CANON EOS 5D DGT CMR BDY KIT	CAMERAS & LENSES	CAML	Machinery & Equipment
ELECTRONIC DISTRIBUTION	COMMUNICATIONS EQUIPMENT	CEQP	Machinery & Equipment
WIDE ORBIT	SOFTWARE	SOFT	Software
SESSION LICENSE MOS GATEWAY	SOFTWARE	SOFT	Software
INEWS MAINSERVER	SOFTWARE	SOFT	Software
VIDEO DESIGNSOFTWARE	SOFTWARE	SOFT	Software
VIDEO DESIGNSOFTWARE	SOFTWARE	SOFT	Software
HOUSTON WIDE ORBIT TRAF	SOFTWARE	SOFT	Software



B6D (Official Form 6D) (12/07)

In re Houston Regional Sports Network, L.P.  
Debtor

Case No. 13-35998

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor" ,include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H W J C	Husband, Wife, Joint, or Community			C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN							
Account No.									
<b>Harris County Appraisal District Mike Sullivan Tax Assessor-Collector P.O. Box 4622 Houston, Texas 77210-4622</b>	-				X	X	X		
		Value \$ <b>Unknown</b>						<b>Unknown</b>	<b>Unknown</b>
Account No.									
<b>Houston SportsNet Finance, LLC c/o Comcast Corporation One Comcast Center 1701 John F. Kennedy Blvd Philadelphia, Pennsylvania 19103-2839</b>	-					X			
		Value \$ <b>Unknown</b>						<b>100,000,000.00</b>	<b>Unknown</b>
Account No.									
		Value \$							
Account No.									
		Value \$							
Subtotal (Total of this page)								<b>100,000,000.00</b>	<b>0.00</b>
Total (Report on Summary of Schedules)								<b>100,000,000.00</b>	<b>0.00</b>

0 continuation sheets attached

In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

 **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

 **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

 **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

 **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

 **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$6,150\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

 **Deposits by individuals**

Claims of individuals up to \$2,775\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

 **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

 **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

 **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6E) (4/13) - Cont.

In re Houston Regional Sports Network, L.P.  
Debtor

Case No. 13-35998

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**  
(Continuation Sheet)

**Wages, salaries, and commissions**

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B T O R	H W J C	Husband, Wife, Joint, or Community	D I S P U T E D	U N L I Q U I D A T E D	C O N T I N G E N T	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY	
								AMOUNT ENTITLED TO PRIORITY	
Account No.									
<b>Aggregate Employee Claims</b> These amounts are paid and satisfied.		-	<b>Wages, salaries and commissions</b>					<b>0.00</b>	
							<b>238,010.91</b>	<b>238,010.91</b>	
Account No.									
Account No.									
Account No.									
Account No.									
Subtotal (Total of this page)							<b>238,010.91</b>	<b>0.00</b>	<b>238,010.91</b>
Total (Report on Summary of Schedules)							<b>238,010.91</b>	<b>0.00</b>	<b>238,010.91</b>

Sheet 1 of 1 continuation sheets attached to  
Schedule of Creditors Holding Unsecured Priority Claims

B6F (Official Form 6F) (12/07)

In re Houston Regional Sports Network, L.P.  
Debtor

Case No. 13-35998

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No.							
<b>*Aggregate Claims for Talent and Production Contractors</b>	-						<b>68,738.42</b>
Account No.		<b>Various Dates Trade Payables</b>					
<b>Active Media Services 1 Blue Hill Plaza Pearl River, NY 10965</b>	-			<b>X</b>	<b>X</b>		<b>Unknown</b>
Account No.		<b>Various Dates Trade Payables</b>					
<b>AJ Max Productions 16546 Village View Trail Sugar Land, TX 77498</b>	-						<b>656.00</b>
Account No.		<b>Various Dates Trade Payables</b>					
<b>Anixter Inc. P.O. Box 847428 Dallas, TX 75284-7428</b>	-						<b>2,015.86</b>
Subtotal (Total of this page)							<b>71,410.28</b>

22 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
		H W J C					
Account No.  <b>ASCAP (American Society of Composers, Authors &amp; Publishers)</b> <b>One Lincoln Plaza, 6th Floor</b> <b>New York, NY 10023</b>		-	<b>Various Dates</b> <b>Trade Payables</b>	<b>X</b>	<b>X</b>		<b>Unknown</b>
Account No.  <b>AT&amp;T</b> <b>P.O. Box 105501</b> <b>Atlanta, GA 30348-5501</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>175.43</b>
Account No.  <b>Avid Technology Inc.</b> <b>75 Network Drive</b> <b>Burlington, MA 01803</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>824.02</b>
Account No.  <b>B&amp;H Photo Video</b> <b>420 Ninth Avenue</b> <b>New York, NY 10001</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>833.00</b>
Account No.  <b>Beers Enterprises Incorporated</b> <b>683 Main Street, Suite A 2</b> <b>Osterville, MA 02655</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>7,271.33</b>
Subtotal (Total of this page)							<b>9,103.78</b>

Sheet no. 1 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No.  <b>Broadcast Music, Inc.</b> <b>7 World Trade Center</b> <b>250 Greenwich Street</b> <b>New York, NY 10007-0030</b>		-	<b>Various Dates</b> <b>Trade Payables</b>	X	X	<b>Unknown</b>
Account No.  <b>Broadcasters General Store</b> <b>2480 SE 52nd Street</b> <b>Ocala, FL 34480-7500</b>		-	<b>Various Dates</b> <b>Trade Payables</b>			<b>1,902.77</b>
Account No.  <b>Camelot Communications</b> <b>8140 Walnut Hill Lane</b> <b>Dallas, TX 75231</b>		-	<b>Various Dates</b> <b>Trade Payables</b>	X	X	<b>Unknown</b>
Account No.  <b>Caption Colorado LLC</b> <b>5690 DTC Blvd, Suite 500W</b> <b>Greenwood Village, CO 80111</b>		-	<b>Various Dates</b> <b>Trade Payables</b>			<b>41,116.25</b>
Account No.  <b>Carat USA</b> <b>500 Woodward, 22nd Floor</b> <b>Detroit, MI 48226</b>		-	<b>Various Dates</b> <b>Trade Payables</b>	X	X	<b>Unknown</b>
Subtotal (Total of this page)						<b>43,019.02</b>

Sheet no. 2 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims



B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
		H W J C					
Account No.  <b>CDW Direct LLC</b> <b>P.O. Box 75723</b> <b>Chicago, IL 60675</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>190.21</b>
Account No.  <b>Chicago Cubs</b> <b>24878 Network Place</b> <b>Chicago, IL 60673-1248</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>3,300.00</b>
Account No.  <b>Chicago White Sox</b> <b>333 West 35th Street</b> <b>Chicago, IL 60616</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>3,100.00</b>
Account No.  <b>Clear Channel Communications, Inc.</b> <b>200 E. Basse Road</b> <b>San Antonio, TX 78209</b>		-	<b>Various Dates</b> <b>Trade Payables</b>	X	X		<b>Unknown</b>
Account No.  <b>Comcast</b> <b>P.O. Box 196</b> <b>Newark, NJ 07101-0196</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>524.10</b>
Subtotal (Total of this page)							<b>7,114.31</b>

Sheet no. 3 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M	
		H W J C						
Account No.  <b>Comcast Media Center</b> 13431 Collections Center Drive Chicago, IL 60693		-	Various Dates Trade Payables				7,285.00	
Account No.  <b>Comcast Sports Management Services</b> One Comcast Center, 1701 JFK Blvd 28T Philadelphia, PA 19103		-	Various Dates Trade Payables	X	X		140,604.96	
Account No.  <b>Comcast Sportsnet Bay Area</b> 77 Geary Street, 5th Floor San Francisco, CA 94108-5723		-	Various Dates Trade Payables	X	X		Unknown	
Account No.  <b>Comcast Sportsnet California</b> 370 3rd Street, Suite 200 San Francisco, CA 94107		-	Various Dates Trade Payables				28,215.10	
Account No.  <b>Comcast Sportsnet New England</b> P.O. Box 1525 New York, NY 10008-1525		-	Various Dates Trade Payables				631.10	
Sheet no. <u>4</u> of <u>22</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	<b>176,736.16</b>

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M	
		H W J C						
Account No.  <b>Community Coffee Company LLC</b> <b>P.O. Box 60141</b> <b>New Orleans, LA 70160-0141</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>707.59</b>	
Account No.  <b>Design Homes Inc.</b> <b>P.O. Box 239</b> <b>Prairie Du Chien, WI 53821</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>15,491.00</b>	
Account No.  <b>Dish DBS Corporation</b> <b>P.O. Box 94063</b> <b>Palatine, IL 60094</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>13.03</b>	
Account No.  <b>Dome Productions Inc.</b> <b>1 Blue Jays Way, Suite 3400</b> <b>Toronto, ON M5V 1J3</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>8,100.00</b>	
Account No.  <b>Dynamo Soccer LLC</b> <b>800 West Olympic Blvd, Suite 305</b> <b>Los Angeles, CA 90015</b>		-	<b>Various Dates</b> <b>Media Rights</b>				<b>83,333.33</b>	
Sheet no. <u>5</u> of <u>22</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	<b>107,644.95</b>

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M	
		H W J C						
Account No.  <b>Dynamo Stadium LLC</b> 800 W Olympic Blvd, Suite 305 Los Angeles, CA 90015		-	Various Dates Trade Payables				2,800.00	
Account No.  <b>Elias Sports Bureau Inc.</b> 500 Fifth Avenue, Suite 2140 New York, NY 10110		-	Various Dates Trade Payables				27,060.00	
Account No.  <b>ESI Group</b> 5401 Mitchelldale, Suite A 3 Houston, TX 77092		-	Various Dates Trade Payables				3,474.10	
Account No.  <b>Eye Candy Cinema, Inc.</b> 31 Fells Road Wellesley, MA 02482		-	Various Dates Trade Payables				684.70	
Account No.  <b>Federal Building Services</b> 1641 Barclay Blvd Buffalo Grove, IL 60089-4544		-	Various Dates Trade Payables				3,940.30	
Sheet no. <u>6</u> of <u>22</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	<b>37,959.10</b>

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.  <b>Fieldhouse Media Group LLC</b> <b>P.O. Box 308</b> <b>Fulshear, TX 77441</b>			<b>Various Dates</b> <b>Trade Payables</b>				<b>1,000.00</b>
Account No.  <b>Fire Safe Protection Services LP</b> <b>1815 Sherwood Forest</b> <b>Houston, TX 77043</b>			<b>Various Dates</b> <b>Trade Payables</b>				<b>252.23</b>
Account No.  <b>Fletcher Chicago Inc.</b> <b>39185 Treasury Center</b> <b>Chicago, IL 60694</b>			<b>Various Dates</b> <b>Trade Payables</b>				<b>2,307.70</b>
Account No.  <b>Fort Bend Independent School District</b> <b>16431 Lexington Blvd</b> <b>Sugar Land, TX 77479</b>			<b>Various Dates</b> <b>Trade Payables</b>				<b>500.00</b>
Account No.  <b>Fred Hass Toyota</b> <b>22435 S.H. 249</b> <b>Houston, TX 77070</b>			<b>Various Dates</b> <b>Trade Payables</b>	X	X		<b>Unknown</b>
Subtotal (Total of this page)							<b>4,059.93</b>

Sheet no. 7 of 22 sheets attached to Schedule of  
 Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
		H W J C					
Account No.  <b>Game Creek Video</b> <b>23 Executive Drive</b> <b>Hudson, NH 03051</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>355,891.47</b>
Account No.  <b>Greyhound Construction Inc.</b> <b>324 Lindale</b> <b>Houston, TX 77022</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>2,250.00</b>
Account No.  <b>Group M Matrix</b> <b>P.O. Box 4307</b> <b>New York, NY 10163</b>		-	<b>Various Dates</b> <b>Trade Payables</b>	X	X		<b>Unknown</b>
Account No.  <b>Group M Motion</b> <b>498 7th Avenue, 5th Floor</b> <b>New York, NY 10018</b>		-	<b>Various Dates</b> <b>Trade Payables</b>	X	X		<b>Unknown</b>
Account No.  <b>Gulf States Toyota</b> <b>1375 Enclave Parkway</b> <b>Houston, TX 77047</b>		-	<b>Various Dates</b> <b>Trade Payables</b>	X	X		<b>Unknown</b>
Subtotal (Total of this page)							<b>358,141.47</b>

Sheet no. 8 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims



B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No.  Harmonic Inc. 4300 North First Street San Jose, CA 95134		-	Various Dates Trade Payables			25,944.54
Account No.  Hi Tech Electric Inc. 11116 W. Little York Building 8 Houston, TX 77041		-	Various Dates Trade Payables			2,259.18
Account No.  Horizon Media Inc. 75 Varick Street New York, NY 10013		-	Various Dates Trade Payables	X	X	Unknown
Account No.  Hot Shot Delivery Inc. 747 N Shepherd Drive, Suite 100 Houston, TX 77007		-	Various Dates Trade Payables			148.43
Account No.  House of Blues Houston 1204 Caroline Street Houston, TX 77002		-	Various Dates Trade Payables	X	X	Unknown
Subtotal (Total of this page)						28,352.15

Sheet no. 9 of 22 sheets attached to Schedule of  
 Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
		H W J C					
Account No.  Houston Astros LLC 501 Crawford St Houston, TX 77002		-	Various Dates Trade Payables				303,022.30
Account No.  Houston Astros LLC 501 Crawford Street Houston, TX 77002		-	Various Dates Media Rights				27,786,226.99
Account No.  Houston Press LP 1621 Milam, Suite 100 Houston, TX 77002		-	Various Dates Trade Payables				1,200.00
Account No.  HP Fannin Properties LP 1201 Fannin Street, Suite 325 Houston, TX 77002		-	Various Dates Trade Payables				13,075.10
Account No.  HTS/Fox 12121 W. Bluff Creek Drive, 3rd Floor Playa Vista, CA 90094		-	Various Dates Trade Payables	X	X		Unknown
Subtotal (Total of this page)							<b>28,103,524.39</b>

Sheet no. 10 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
		H W J C					
Account No.  <b>IDS, A Division of Sportsmedia Tech</b> <b>10275 Centurion Court</b> <b>Jacksonville, FL 32256</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>250.00</b>
Account No.  <b>Intercall Inc.</b> <b>3302 20th Avenue</b> <b>Valley, AL 36854</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>196.65</b>
Account No.  <b>Jack Nadel Inc.</b> <b>8701 Bellance Avenue</b> <b>Los Angeles, CA 90045</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>7,616.35</b>
Account No.  <b>Jason Martin Audio</b> <b>1201 San Jacinto, Suite 200</b> <b>Houston, TX 77002</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>1,085.00</b>
Account No.  <b>Jeff Watts Productions Inc.</b> <b>14105 Scenic Ridge</b> <b>Haslet, TX 76052</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>98,000.00</b>
Subtotal (Total of this page)							<b>107,148.00</b>

Sheet no. 11 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M	
		H W J C						
Account No.  <b>Johnson Controls Inc.</b> <b>60 East 42nd Street, 41st Floor</b> <b>New York, NY 10165</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>469.81</b>	
Account No.  <b>Kaleidoscope Promotions</b> <b>18 Southgate Drive</b> <b>The Woodlands, TX 77380</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>1,400.00</b>	
Account No.  <b>Kentech Inc.</b> <b>P.O. Box 3022</b> <b>Humble, TX 77347</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>306.70</b>	
Account No.  <b>Laz Parking Texas LLC</b> <b>1317 Austin Street</b> <b>Houston, TX 77002</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>4,560.00</b>	
Account No.  <b>LDM Worldwide Corporation</b> <b>P.O. Box 13008</b> <b>Burton, WA 98013</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>5,039.24</b>	
Sheet no. <u>12</u> of <u>22</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	<b>11,775.75</b>

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No.  <b>Level 3 Communications LLC</b> 1025 Eldorado Blvd Billing Broomfield, CO 80021		-	Various Dates Trade Payables			200,884.59
Account No.  <b>Lockridge Packaging LLC</b> 4402 Rex Road, Suite D Friendswood, TX 77546		-	Various Dates Trade Payables			1,385.89
Account No.  <b>Logix Communications LP</b> 2950 North Loop West, 8th Floor Houston, TX 77092		-	Various Dates Trade Payables			924.12
Account No.  <b>Major League Soccer, LLC</b> 420 5th Avenue, 7th Floor New York, NY 10018		-	Various Dates Trade Payables	X	X	Unknown
Account No.  <b>Markertek Video Supply</b> 1 Tower Drive Box 397 Saugerties, NY 12477		-	Various Dates Trade Payables			1,249.16
Subtotal (Total of this page)						<b>204,443.76</b>

Sheet no. 13 of 22 sheets attached to Schedule of  
 Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
		H W J C					
Account No.  <b>Maryland Stadium Authority</b> 333 West Camden Street, Suite 500 Baltimore, MD 21201		-	Various Dates Trade Payables				3,000.00
Account No.  <b>Minnesota Twins LLC</b> 1 Twins Way Minneapolis, MN 55403		-	Various Dates Trade Payables				5,250.00
Account No.  <b>MLB Properties Inc.</b> 245 Park Avenue New York, NY 10167		-	Various Dates Trade Payables				300.00
Account No.  <b>Mobile TV Group LLP</b> 2400 N Ulster Street Denver, CO 80238		-	Various Dates Trade Payables				78,021.00
Account No.  <b>NBA Media Ventures, LLC</b> 100 Plaza Drive Secaucus, NJ 07094		-	Various Dates Trade Payables	X	X		Unknown
Subtotal (Total of this page)							<b>86,571.00</b>

Sheet no. 14 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
		H W J C					
Account No.  <b>NBC Universal</b> <b>30 Rockefeller Plaza, Room 674E 3</b> <b>New York, NY 10112</b>		-	<b>Various Dates</b> <b>Trade Payables</b>	<b>X</b>	<b>X</b>		<b>1,293,750.00</b>
Account No.  <b>Neon Electric Corp.</b> <b>1122 Lauder Road</b> <b>Houston, TX 77039</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>427.59</b>
Account No.  <b>NW Sports Net LLC</b> <b>3626 156th Avenue SE</b> <b>Bellevue, WA 98006</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>21,321.00</b>
Account No.  <b>Oakland Athletic Baseball Company</b> <b>7000 Coliseum Way</b> <b>Oakland, CA 94621</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>10,000.00</b>
Account No.  <b>Parking &amp; Transportation of America</b> <b>1201 Fannin Street, Suite 326</b> <b>Houston, TX 77002</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>2,512.00</b>
Subtotal (Total of this page)							<b>1,328,010.59</b>

Sheet no. 15 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims



B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
		H W J C					
Account No.  <b>Pastorini Bosby Talent Inc.</b> <b>6300 W Loop South 350</b> <b>Bellaire, TX 77401</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>3,375.00</b>
Account No.  <b>Penders Hinsdale Services Inc.</b> <b>10231 Iris Lane</b> <b>Missouri City, TX 77459</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>9,296.36</b>
Account No.  <b>Prestox</b> <b>P.O. Box 13848</b> <b>Reading, PA 19612-3848</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>220.83</b>
Account No.  <b>PSSI Global Services LLC</b> <b>4415 Wagon Trail Avenue</b> <b>Las Vegas, NV 89118</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>31,917.90</b>
Account No.  <b>Pulaski Academy</b> <b>12701 Hinson Road</b> <b>Little Rock, AR 72212</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>1,000.00</b>
Subtotal (Total of this page)							<b>45,810.09</b>

Sheet no. 16 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M	
		H W J C						
Account No.  <b>Pulsepoint Inc.</b> <b>Dept Ch 19112</b> <b>Palatine, IL 60055-9112</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>91.96</b>	
Account No.  <b>Reliant Energy Inc.</b> <b>Accounts Receivable</b> <b>P.O. Box 1532</b> <b>Houston, TX 77251-1532</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>11,228.95</b>	
Account No.  <b>Rocket Ball Ltd</b> <b>1510 Polk Street</b> <b>Houston, TX 77002</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>58,686.61</b>	
Account No.  <b>Round Rock Independent School</b> <b>District</b> <b>1311 Round Rock Avenue</b> <b>Round Rock, TX 78681</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>1,000.00</b>	
Account No.  <b>San Marcos Consolidated ISD</b> <b>P.O. Box 1087 501 S LBJ</b> <b>San Marcos, TX 78667</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>500.00</b>	
Sheet no. <u>17</u> of <u>22</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	<b>71,507.52</b>

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No.  <b>Schindler Elevator Corporation</b> <b>20 Whippany Road</b> <b>Morristown, NJ 07960-4539</b>		-	Various Dates Trade Payables			779.30
Account No.  <b>Scorepad Sports Inc.</b> <b>5335 Dividend Drive, Suite C</b> <b>Decatur, GA 30035</b>		-	Various Dates Trade Payables			9,720.00
Account No.  <b>Shell Houston Open</b> <b>5810 Wilson Road, Suite 112</b> <b>Humble, TX 77396</b>		-	Various Dates Trade Payables	X	X	Unknown
Account No.  <b>Shemp Inc.</b> <b>2800 Kirby Drive A416</b> <b>Houston, TX 77098</b>		-	Various Dates Trade Payables			10,071.97
Account No.  <b>Smart City</b> <b>5795 W Badura Avenue, Suite 110</b> <b>Las Vegas, NV 89118</b>		-	Various Dates Trade Payables			118.32
Sheet no. <u>18</u> of <u>22</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page)	<b>20,689.59</b>

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M	
		H W J C						
Account No.  <b>SMG Facility Services</b> 747 Howard Street San Francisco, CA 94103		-	Various Dates Trade Payables				1,425.00	
Account No.  <b>Sportvision Incorporated</b> 4619 N Ravenswood, Suite 304 Chicago, IL 60640		-	Various Dates Trade Payables				3,920.00	
Account No.  <b>Strata Marketing Inc.</b> 30 W Monroe Street, Suite 1900 Chicago, IL 60603		-	Various Dates Trade Payables				2,277.61	
Account No.  <b>Swift Courier Services Inc.</b> P.O. Box 185 Littleton, CO 80160		-	Various Dates Trade Payables				931.28	
Account No.  <b>Switch HTN Sports Group</b> 11 Pennsylvania Plaza, 22nd Floor New York, NY 10001		-	Various Dates Trade Payables				3,211.30	
Sheet no. <u>19</u> of <u>22</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	11,765.19

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No.  <b>SWW Production Rental LLC</b> 12225 Antoinette Place Austin, TX 78727		-	Various Dates Trade Payables			2,650.30
Account No.  <b>Texas Rangers Baseball Partners</b> P.O. Box 975107 Dallas, TX 75397-5107		-	Various Dates Trade Payables			3,000.00
Account No.  <b>The Longhorn Network</b> 3300 N. IH-35 Austin, TX 78705		-	Various Dates Trade Payables	X	X	Unknown
Account No.  <b>The Seattle Mariners</b> P.O. Box 4100 Seattle, WA 98194		-	Various Dates Trade Payables			4,800.00
Account No.  <b>The UT M.D. Anderson Cancer Center</b> 1515 Holcombe Blvd. Unit 537 Houston, TX 77030		-	Various Dates Trade Payables	X	X	Unknown
Subtotal (Total of this page)						<b>10,450.30</b>

Sheet no. 20 of 22 sheets attached to Schedule of  
 Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No.  Toolfarm Com Inc. 810 Clipper Terrace San Francisco, CA 94114		-	Various Dates Trade Payables			637.30
Account No.  TV Graphics 4102 East Highway 332 Freeport, TX 77541		-	Various Dates Trade Payables			4,717.79
Account No.  Twitter Inc. 1355 Market Street, Suite 900 San Francisco, CA 94103		-	Various Dates Trade Payables			22,676.69
Account No.  US Presswire LLC 1230 Peachtree Street NE, Suite 1900 Atlanta, GA 30309		-	Various Dates Trade Payables			1,632.01
Account No.  Videotron P.O. Box 11427 Downtown Branch Montreal, QC H3C 5H6		-	Various Dates Trade Payables			1,149.75
Sheet no. <u>21</u> of <u>22</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page)	<b>30,813.54</b>

B6F (Official Form 6F) (12/07) - Cont.

In re Houston Regional Sports Network, L.P., Debtor Case No. 13-35998

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M	
		H W J C						
Account No.  <b>WW Grainger Inc.</b> <b>1275 Tri State Pkwy</b> <b>Gurnee, IL 60031</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>79.46</b>	
Account No.  <b>Xerox Direct</b> <b>P.O. Box 7405</b> <b>Pasadena, CA 91109-7405</b>		-	<b>Various Dates</b> <b>Trade Payables</b>				<b>7,557.56</b>	
Account No.								
Account No.								
Account No.								
Sheet no. <u>22</u> of <u>22</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	<b>7,637.02</b>
							Total (Report on Summary of Schedules)	<b>30,883,687.89</b>

In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
<b>AggieVision 1780 E. University Avenue Las Cruces, New Mexico 88033-0000</b>	<b>Barter Programming Agreement</b>
<b>American Heart Association 10060 Buffalo Speedway Houston, TX 77054</b>	<b>Barter Programming Agreement, dated 10/2013</b>
<b>APC/Schneider 132 Fairgrounds Road West Kingston, Rhode Island 02892-0000</b>	<b>Production / Operation / Maintenance Agreement</b>
<b>Astros HRSN LP Holdings, LLC Union Station Building, Minute Maid Park 501 Crawford Street Houston, Texas 77002-0000</b>	<b>Amended and Restated Media Rights Agreement, dated 10/29/2010</b>
<b>Avid 75 Network Drive Burlington, Massachusetts 01803-0000</b>	<b>Maintenance Agreement, dated 8/1/2013</b>
<b>Bart Enis 1201 San Jacinto Suite 200 Houston, Texas 77002-0000</b>	<b>Talent Agreement, dated 9/20/2012</b>
<b>Bill Worrell 1201 San Jacinto Suite 200 Houston, Texas 77002-0000</b>	<b>Talent Agreement, 9/4/2012</b>
<b>Brighter Cable P.O. Box 764 Dayton, Texas 77535-0000</b>	<b>Affiliation Agreement, dated 9/1/2013</b>
<b>Buffalo Cable, Inc. P.O. Box 399 Buffalo, Texas 75831-0000</b>	<b>Affiliation Agreement, dated 5/28/2013</b>
<b>Calvin Murphy 1201 San Jacinto Suite 200 Houston, Texas 77002-0000</b>	<b>Talent Agreement, dated 9/24/2013</b>



In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
<b>Canteen Vending Services, Local District Attn: General Counsel and Secretary 2400 Yorkmont Road Charlotte, North Carolina 28217-0000</b>	<b>Vending Agreement, dated 2/19/2013</b>
<b>Canteen Vending Services, Local District Attn: President 2400 Yorkmont Road Charlotte, North Carolina 28217-0000</b>	<b>Vending Agreement, dated 2/19/2013</b>
<b>Canteen Vending Services, Local District Attn: Marc Boman Division President 4301 Beltwood Pkwy N. Dallas, Texas 75244-0000</b>	<b>Vending Agreement, dated 2/19/2013</b>
<b>Clutch City Sports &amp; Entertainment, L.P. 1510 Polk Street Houston, Texas 77002-0000</b>	<b>Courtside Suite Lease, dated 10/1/2011</b>
<b>Coastal-Link Communications, LLC Attn: Charles Greenburg 314 West Texas Street P.O. Box 1570 Brazoria, Texas 77422-0000</b>	<b>Affiliation Agreement, dated 7/25/2012</b>
<b>Comcast Corporation Attn: SVP &amp; General Counsel One Comcast Center 1701 John F. Kennedy Blvd Philadelphia, Pennsylvania 19103-0000</b>	<b>Trademark License Agreement, dated 10/29/2010</b>
<b>Comcast Corporation Attn: SVP &amp; General Counsel One Comcast Center 1701 John F. Kennedy Blvd Philadelphia, Pennsylvania 19103-0000</b>	<b>Comcast Network Services Agreement, dated 10/29/2010</b>
<b>Comcast Sports Management Services, LLC Attn: President, SVP &amp; General Counsel One Comcast Center 1701 John F. Kennedy Blvd Philadelphia, Pennsylvania 19103-0000</b>	<b>Trademark License Agreement, dated 10/29/2010</b>
<b>Comcast Sports Management Services, LLC 1 Blachley Road Stamford, Connecticut 06902-0000</b>	<b>Services Agreement, dated 10/20/2010</b>

Sheet 1 of 9 continuation sheets attached to the Schedule of Executory Contracts and Unexpired Leases

In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
<b>Comcast Sports Management Services, LLC Attn: President, SVP &amp; General Counsel One Comcast Center 1701 John F. Kennedy Blvd Philadelphia, Pennsylvania 19103-0000</b>	<b>Comcast Network Services Agreement, dated 10/29/2010</b>
<b>Comcast SportsNet Houston 1201 San Jacinto Suite 200 Houston, Texas 77002-0000</b>	<b>Affiliation Agreement, dated 10/20/2010</b>
<b>Consolidated Communications Enterprise S c/o SureWest Communications 8150 Industrial Avenue Roseville, California 95678-0000</b>	<b>Affiliation Agreement, dated 10/1/2012</b>
<b>Consolidated Communications, Inc. 112 South 17th Street Mattoon, Illinois 61938-3987</b>	<b>Affiliation Agreement, dated 10/1/2012</b>
<b>Cory Hepola c/o N.S. Bienstock, Inc. 250 West 57th Street Suite 333 New York, New York 10107-0000</b>	<b>Talent Agreement, dated 9/27/2012</b>
<b>En-Touch Systems, Inc. 11011 Richmond Avenue Suite 400 Houston, Texas 77042-0000</b>	<b>Affiliation Agreement, dated 9/17/2012</b>
<b>Federal Building Services, Inc. 1641 Barclay Blvd Buffalo Grove, Illinois 60089-0000</b>	<b>Lease/Facility Agreement</b>
<b>Fox Cable Networks Group 10201 W. Pico Blvd Building 103 Los Angeles, California 90035-0000</b>	<b>Service Agreement, dated 10/1/2012</b>
<b>Fox Cable Networks Group Attn: SVP, Corporate Matters 10201 W. Pico Blvd Building 103 Los Angeles, California 90035-0000</b>	<b>Service Agreement, dated 10/1/2012</b>
<b>Fred Hass Toyota Country 22435 S.H 249 Houston, Texas 77070-0000</b>	<b>Closed End Motor Vehicle Lease Agreement, dated 11/28/2012, License #BRW5639</b>
<b>Fred Hass Toyota Country 22435 S.H 249 Houston, Texas 77070-0000</b>	<b>Closed End Motor Vehicle Lease Agreement, dated 11/28/2012, License #BRW5637</b>

Sheet 2 of 9 continuation sheets attached to the Schedule of Executory Contracts and Unexpired Leases

In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Fred Hass Toyota Country 22435 S.H 249 Houston, Texas 77070-0000	Closed End Motor Vehicle Lease Agreement, dated 11/27/2012, License #BRW5640
Fred Hass Toyota Country 22435 S.H 249 Houston, Texas 77070-0000	Closed End Motor Vehicle Lease Agreement, dated 11/28/2012, License #BRW5638
Game Creek Video, LLC Attn: Patrick Sullivan Manager 23 Executive Drive Hudson, New Hampshire 03051-0000	Production Services Agreement, dated 6/6/2012
Graco Mechanical 5910 Schumacher Lane Houston, Texas 77057-7188	HVAC and Plumbing Services Agreement
Gulf States Toyota, Inc. Attn: Vice President, Marketing 1375 Enclave Parkway Houston, Texas 77047-0000	Sponsorship and Vehicle Use Agreement, dated 2/12/2013 and 3/4/2013
Houston Golf Association 5810 Wilson Road Suite 112 Humble, Texas 77396-0000	Ad Sales Agreement
Howard Chen 2715 Plantation Trail Sugarland, Texas 77478-0000	Talent Agreement, dated 9/7/2012
Howard Chen c/o Headline Media Attn: Brian Jacobs 888 7th Avenue Suite 503 New York, New York 10106-0000	Talent Agreement, dated 9/7/2012
HP Fannin Properties, L.P. Attn: Property Manager 1201 Fannin Street Suite 325 Houston, Texas 77002-0000	Lease Agreement, dated 2/28/2012
HTN Communications, LLC 11 Pennsylvania Plaza 22nd Floor New York, New York 10001-0000	Transmission Services Agreement, dated 2/6/2013
IMG College 540 North Trade Street Winston-Salem, North Carolina 27101-0000	Barter Agreement, dated 7/5/2013

Sheet 3 of 9 continuation sheets attached to the Schedule of Executory Contracts and Unexpired Leases

In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
<b>Intelsat Corporation Attn: Suzette Schmidt 3400 International Drive, N.W. Washington, D.C. 20008-0000</b>	<b>Master Service Agreement, dated 11/7/2013</b>
<b>James Palmer 1201 San Jacinto Suite 200 Houston, Texas 77002-0000</b>	<b>Talent Agreement, dated 8/21/2012</b>
<b>John Kelly 1201 San Jacinto Suite 200 Houston, Texas 77002-0000</b>	<b>Talent Agreement, dated 9/28/2012</b>
<b>Julia Morales c/o IF Management 152 West 57th St. 14th Floor New York, New York 10019-0000</b>	<b>Talent Agreement, dated 3/15/2013</b>
<b>Kelli Johnson c/o IMG Talent Agency Inc. 50 Main Street Suite 1625 White Plains, New York 10606-0000</b>	<b>Talent Agreement, dated 9/10/2012</b>
<b>Kentech, Inc. 21855 E. Hammond Drive Porter, Texas 77026-0000</b>	<b>Preventative Maintenance Agreement, dated 5/1/2013</b>
<b>Kevin Eschenfelder 1201 San Jacinto Suite 200 Houston, Texas 77002-0000</b>	<b>Talent Agreement, dated 9/4/2012</b>
<b>Kroenke Sports &amp; Entertainment, LLC Attn: James A. Martin President and CEO 1000 Chopper Circle Denver, Colorado 80204-0000</b>	<b>Technical Services Agreement, dated 9/1/2012</b>
<b>KSE Media Ventures, LLC Attn: Dave Zur, SVP Operations and Engineering 11203 East Peakview Avenue Centennial, Colorado 80111-0000</b>	<b>Technical Services Agreement, dated 9/1/2012</b>
<b>KSE Media Ventures, LLC Attn: Kim Carver President and CEO 1000 Chopper Circle Denver, Colorado 80204-0000</b>	<b>Technical Services Agreement, dated 9/1/2012</b>

Sheet 4 of 9 continuation sheets attached to the Schedule of Executory Contracts and Unexpired Leases

In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
<b>LAZ Parking 1317 Austin Street Houston, Texas 77002-0000</b>	<b>Lease/Facility Agreement</b>
<b>Legacy Sports Network 4680 Taft Street Beaumont, Texas 77706-0000</b>	<b>Barter Programming Agreement</b>
<b>Leila Rahimi c/o Evolution Media Group 350 Seventh Avenue Suite 2204 New York, New York 10001-0000</b>	<b>Talent Agreement, dated 8/3/2012</b>
<b>Logix Communications 2950 N Loop W 8th Floor Houston, Texas 77092-0000</b>	<b>Production / Operation / Maintenance Agreement</b>
<b>Lone Star Conference 1221 W. Cambell Road Suite 171 Richardson, Texas 75080-0000</b>	<b>Lease/Facility Agreement</b>
<b>LSU Sports Properties LSU Athletics Administration Bldg. Baton Rouge, Louisiana 70803-0000</b>	<b>Barter Programming Agreement</b>
<b>Marius Payton c/o Alan Sanders #4 Linda Lane Katonah, New York 10536-0000</b>	<b>Talent Agreement, dated 8/2/2012</b>
<b>Matthew Bullard 1201 San Jacinto Suite 200 Houston, Texas 77002-0000</b>	<b>Talent Agreement, dated 9/4/2012</b>
<b>Memorial Herman Health Care Systems 929 Gessner Drive Suite 2600 Houston, Texas 77024-0000</b>	<b>Ad Sales Agreement</b>
<b>Mustang CAT Power Systems P.O. Box 1373 Houston, Texas 77251-1373</b>	<b>Preventative Maintenance Agreement, dated 2/5/2013</b>
<b>NBA Media Ventures, LLC Attn: David Denenberg 100 Plaza Drive Secaucus, New Jersey 07094-0000</b>	<b>Media Rights and License Agreement, dated 10/1/2012</b>

Sheet 5 of 9 continuation sheets attached to the Schedule of Executory Contracts and Unexpired Leases

In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
<b>NBA Properties, Inc. Attn: General Counsel 645 Fifth Avenue New York, New York 10022-0000</b>	<b>Media Rights and License Agreement, dated 10/1/2012</b>
<b>NBC Sports Regional Networks 1 Blachley Road Stamford, Connecticut 06902-0000</b>	<b>Affiliation Agreement</b>
<b>NBCUniversal Television Network Distribution 900 Sylvan Avenue One CNBC Plaza Englewood Cliffs, New Jersey 07632-0000</b>	<b>Affiliation Agreement</b>
<b>New Visions Syndication 44895 Highway 82 Aspen, Colorado 81611-0000</b>	<b>Barter Programming Agreement</b>
<b>Olympic III Mall Services P.O. Box 55287 Houston, Texas 77255-5287</b>	<b>Lease/Facility Agreement</b>
<b>Ozona Cable and Broadband P.O. Box 777 906 11th Street Ozona, Texas 76943-0000</b>	<b>Affiliation Agreement, dated 5/13/2013</b>
<b>Penders-Hinsdale Services Inc 10231 Iris Lane Missouri City, Texas 77459-0000</b>	<b>Production / Operation / Maintenance Agreement</b>
<b>Phonoscope Enterprise Group, LLC 6105 Westline Drive Houston, Texas 77036-0000</b>	<b>Affiliation Agreement, dated 9/28/2012</b>
<b>Plaza Productitons 13636 Ventura Blvd Suite 91423 Sherman Oaks, California 91423-0000</b>	<b>Barter Programming Agreement</b>
<b>Presto-X 7040 Mapleridge Street Houston, Texas 77081-0000</b>	<b>Pest Management Proposal, dated 10/15/2012</b>
<b>Raceline Productions 508 Longdale Crescent Chesapeake, Virginia 23325-0000</b>	<b>Barter Programming Agreement</b>

Sheet 6 of 9 continuation sheets attached to the Schedule of Executory Contracts and Unexpired Leases

In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
<b>Rocketball, Ltd.</b> <b>c/o Wachtell, Lipton, Rosen &amp; Katz</b> <b>Attn: David M. Silk</b> <b>51 West 52nd Street</b> <b>New York, New York 10019-0000</b>	<b>Amended and Restated Media Rights Agreement,</b> <b>dated 10/29/2010</b>
<b>Rocketball, Ltd.</b> <b>1510 Polk Street</b> <b>Houston, Texas 77002-0000</b>	<b>Amended and Restated Media Rights Agreement,</b> <b>dated 10/29/2010</b>
<b>Sara Eckert</b> <b>1201 San Jacinto</b> <b>Suite 200</b> <b>Houston, Texas 77002-0000</b>	<b>Talent Agreement, dated 9/13/2012</b>
<b>Schindler Elevator Corporation</b> <b>2105 Silber Road</b> <b>Suite 100</b> <b>Houston, Texas 77055-2653</b>	<b>Extended Warranty Agreement, dated 5/30/13</b>
<b>Sebastian Driver-Salazar</b> <b>c/o Evolution Media Group</b> <b>350 Seventh Avenue</b> <b>Suite 2204</b> <b>New York, New York 10001-0000</b>	<b>Talent Agreement</b>
<b>SESAC, Inc.</b> <b>55 Music Square East</b> <b>Nashville, Tennessee 37203-0000</b>	<b>Basic Cable / Satellite Television Service</b> <b>Performance License, dated 3/19/2013</b>
<b>Sony Electronics Inc.</b> <b>1 Sony Drive</b> <b>Park Ridge, New Jersey 07656-0000</b>	<b>Professional Services Agreement, dated 9/1/2013</b>
<b>Sony Electronics Inc.</b> <b>1 Sony Drive</b> <b>Park Ridge, New Jersey 07656-0000</b>	<b>Professional Services Agreement, dated 9/1/2013</b>
<b>Southland Conference Basketball</b> <b>2600 Network Blvd</b> <b>Suite150</b> <b>Frisco, Texas 75034-0000</b>	<b>Lease/Facility Agreement</b>
<b>Sports Access, a Division of ARC Holding</b> <b>Attn: General Manager</b> <b>100 E. Royal Lane</b> <b>Suite 250</b> <b>Irving, Texas 75039-0000</b>	<b>Service Agreement, dated 10/1/2012</b>
<b>Steve Bunin</b> <b>10731 Braes Bayou Drive</b> <b>Houston, Texas 77002-0000</b>	<b>Talent Agreement, dated 10/3/2012</b>

Sheet 7 of 9 continuation sheets attached to the Schedule of Executory Contracts and Unexpired Leases

In re Houston Regional Sports Network, L.P.Case No. 13-35998

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Steve Bunin c/o IF Management Attn: Steve Herz 152 West 57th Street 14th Floor New York, New York 10019-0000	Talent Agreement, dated 10/3/2012
Strata Marketing Inc. 30 West Monroe Street Suite 1900 Chicago, Illinois 60603-0000	Software and ASP Agreement, dated 7/30/2012
Telecom Cable, LLC 13121 Louette Road 1020 Cypress, Texas 77429-0000	Affiliation Agreement, dated 4/4/2013
Texas A& M University 205 Bizzell Hall East 1137 TAMU College Station, Texas 77843-0000	Production / Operation / Maintenance Agreement
Texas A&M Corpus Christi 6300 Ocean Drive Corpus Christi, Texas 78412-2772	Barter Programming Agreement, dated 9/12/2013
Texas Self Storage Association (TSSA) 2020 Texas Street #1239 Houston, Texas 77003-0000	Self-Service Storage Rental Agreement, dated 5/17/2013
The University of Texas M.D. Anderson Cancer Center 1515 Holcombe Blvd Unit 537 Houston, Texas 77030-0000	Ad Sales Agreement
Tiffany Blackmon 1201 San Jacinto Suite 200 Houston, Texas 77002-0000	Talent Agreement, dated 8/3/2012
Tiffany Blackmon c/o Evolution Media Group, Attn: Seth Mayeri 350 Seventh Avenue Suite 2204 New York, New York 10001-0000	Talent Agreement, dated 8/3/2012
TRT Productions 1252 Via De Fossi Boynton Beach, Florida 33426-0000	Barter Programming Agreement

Sheet 8 of 9 continuation sheets attached to the Schedule of Executory Contracts and Unexpired Leases



In re Houston Regional Sports Network, L.P. Case No. 13-35998  
 Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
<b>U.S. Bank</b> <b>Attn: Andrew Remenschneider</b> <b>11 W. Madison Street</b> <b>Mail Code: MK-IL-7162</b> <b>Oak Park, Illinois 60302-0000</b>	<b>Lease Agreement, dated 2/28/2012</b>
<b>Volicon</b> <b>111 South Bedford Street</b> <b>Suite 201</b> <b>Burlington, Maryland 08103-0000</b>	<b>Production / Operation / Maintenance Agreement</b>
<b>William Doleman c/o RLR Associates, Ltd.</b> <b>Attn: Craig Foster</b> <b>7 West 51st Street</b> <b>4th Floor</b> <b>New York, New York 10019-0000</b>	<b>Talent Agreement, dated 8/21/2012</b>
<b>Xerox</b> <b>P.O. Box 299075</b> <b>Lewisville, Texas 75029-0000</b>	<b>Lease Agreement, dated 9/11/2012</b>
<b>Xerox</b> <b>P.O. Box 299075</b> <b>Lewisville, Texas 75029-0000</b>	<b>Lease Agreement, dated 10/25/2012</b>

B6H (Official Form 6H) (12/07)

In re Houston Regional Sports Network, L.P.  
 Debtor

Case No. 13-35998

**SCHEDULE H - CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
<b>Houston Regional Sports Network, LLC                      1201 San Jacinto, Suite 200                      Houston, TX 77002</b>	<b>Houston SportsNet Finance, LLC                      c/o Comcast Corporation                      One Comcast Center                      1701 John F. Kennedy Blvd                      Philadelphia, PA 19103-2839</b>

0 continuation sheets attached to Schedule of Codebtors

B6 Declaration (Official Form 6 - Declaration). (12/07)

**United States Bankruptcy Court  
Southern District of Texas**

In re Houston Regional Sports Network, L.P.  
Debtor(s)

Case No. 13-35998  
Chapter 11

**DECLARATION CONCERNING DEBTOR'S SCHEDULES**

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the of the partnership named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 47 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date March 18, 2014

Signature   
Donna White  
Vice President, Finance and Human Resources

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571.