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*Counsel for Highland Capital Management, L.P.*

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

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HIGHLAND CAPITAL MANAGEMENT, L.P.,

Plaintiff,

vs.

HIGHLAND CAPITAL MANAGEMENT FUND  
ADVISORS, L.P.,

Defendant.

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Adv. Proc. No. 21-03082-sgj

Case No. 3:21-cv-00881-X

**DECLARATION OF DAVID KLOS IN SUPPORT OF HIGHLAND CAPITAL  
MANAGEMENT L.P.’S MOTION FOR SUMMARY JUDGMENT**



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

1. I am the Chief Financial Officer (“CFO”) of the reorganized Highland Capital Management, L.P. (“Highland” or “HCMLP”), and I submit this Declaration in support of *Highland Capital Management, L.P.’s Motion for Summary Judgment* in the above-referenced action (the “Motion”). This Declaration is based on my personal knowledge. I could and would testify to the facts and statements set forth herein if asked or required to do so.

2. I joined Highland in 2009 and served as Controller from 2017 to 2020 and Chief Accounting Officer from 2020 to February 2021. At all relevant times, I reported to Frank Waterhouse until he left the company in February 2021. I was appointed CFO in March 2021 following confirmation of Highland’s Plan.<sup>1</sup>

**B. The Notes**

3. In the ordinary course of business, Highland had (and continues to have) a regular practice of maintaining electronic copies of all promissory notes issued by any officer, employee, or corporate affiliate.

4. Attached as **Exhibit A** is a true and correct copy of a promissory note dated February 26, 2014, executed by Mr. James Dondero (“Mr. Dondero”) on behalf of Highland Capital Management Fund Advisor, L.P. (“HCMFA”), as the maker, in the original principal amount of \$4,000,000 in favor of Highland (the “2014 Note”). A copy of the 2014 Note was and is maintained in Highland’s books and records in the ordinary course of business and was provided to PricewaterhouseCoopers (“PwC”), the long-standing outside auditors for HCMFA and HCMLP, in connection with its annual audits.

5. Attached as **Exhibit B** is a true and correct copy of a promissory note dated

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<sup>1</sup> Capitalized terms not defined herein shall have the meanings ascribed in the Motion.

February 26, 2016, executed by Mr. James Dondero (“Mr. Dondero”) on behalf of Highland Capital Management Fund Advisor, L.P. (“HCMFA”), as the maker, in the original principal amount of \$2,300,000 in favor of Highland (the “2016 Note” and together with the 2016 Note, and “Pre-2019 Notes”). A copy of the 2016 Note was and is maintained in Highland’s books and records in the ordinary course of business and was provided to PwC in connection with its annual audits.

**C. Highland’s Loan Summaries**

6. Highland’s accounting group has a regular practice of creating and maintaining “loan summaries” in the ordinary course of business (the “Loan Summaries”). The Loan Summaries identify amounts owed to Highland under affiliate notes and are created by updating underlying schedules for activity and reconciling with Highland’s general ledger. Exhibit 199 is an example of a Loan Summary. The Loan Summaries identify each obligor by reference to the “GL” number used in Highland’s general ledger. *See* Ex. 199 (HCMS (“GL 14530”), HCMFA (“GL 14531”), NexPoint (“GL 14532”), HCRE (“GL 14533”), and Mr. Dondero (“GL 14565”).

7. The Loan Summaries were used in connection with the PwC audits and to support accounting entries and year-end balances in the ordinary course of Highland’s business. For example, Exhibit 199 ties exactly into Exhibit 198, the “back up” to the “Due from affiliates” entry in the January 2021 MOR. Docket No. 2020.<sup>2</sup>

8. The 2014 Note is shown on the Loan Summary marked as Exhibit 199 as “HCMFA

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<sup>2</sup> Colloquially, the Loan Summaries are the “back up” to the “back up.” To illustrate, and working backwards, the January 2021 MOR reported that \$152,538,000 was “Due from affiliates.” Docket No. 2030 (balance sheet). Exhibit 198 is the “back up” to the January 2021 MOR and it shows that \$152,537,622 was the “Total Due from Affiliates” (the January 2021 MOR rounded up to the nearest thousand). Exhibit 199, the Loan Summary, is the “back up” to the “back up,” and is reconciled with Highland’s general ledger. As can be seen, the Loan Summary specifies the outstanding principal amounts due under each Note. Interest on these Notes is accrued in a single account (general ledger account 14010).

#2” and the 2016 Note is shown on the Loan Summary as “HCMFA #5.” Ex. 199, Appx. at 3246.

9. The Pre-2019 Notes were identified on the Loan Summary as “HCMFA #2” and “HCMFA #5,” respectively, because, in exchange for loans, HCMFA also issued (i) one note to Highland before issuing the 2014 Note, and (ii) two notes to Highland after issuing the 2014 but before issuing the 2016 Note (collectively, the “Paid Off Notes”). The Paid Off Notes were referred to on prior versions of Loan Summaries as “HCMFA #1,” “HCMFA #3,” and “HCMFA #4,” respectively, but are not included on Exhibit 199 because HCMFA paid off all principal and interest due under the Paid Off Notes before the version of the Loan Summary marked as Exhibit 199 was created.

**A. The Application of Payments to the Obligations Under the Pre-2019 Notes**

10. By their plain and unambiguous terms, the Pre-2019 Notes were payable on demand. However, HCMFA was permitted to make “prepayments” under each of the Pre-2019 Notes; in other words, HCMFA had the right to pay down its obligations under the Pre-2019 Notes before Highland made a demand for payment. Section 3 sets forth HCMFA’s agreement concerning the treatment of “prepayments” and provides:

3. Prepayment Allowed; Renegotiation Discretionary. Maker may prepay in whole or in part the unpaid principal or accrued interest of this Note. **Any payments on this Note shall be applied first to unpaid accrued interest hereon, and then to unpaid principal hereof.**

**Exhibit A ¶ 3; Exhibit B ¶ 3** (emphasis added).

11. After issuing the Pre-2019 Notes, HCMFA made certain payments against its obligations under the Pre-2019 Notes (collectively, the “Payments”).

12. Bank statements showing the date and amount of each of the Payments are attached hereto as **Exhibits D through J**, respectively.

13. In accordance with section 3 of the Pre-2019 Notes, HCMLP’s accounting group

applied the Payments first to unpaid accrued interest thereon, and then to unpaid principal<sup>3</sup>.

14. Attached as **Exhibit C** is a document prepared by HCMLP's accounting group showing how each of the Payments made against the Pre-2019 Notes were applied.

15. I understand that HCMFA does not dispute the propriety of the application of the Payments to the obligations under each of the Pre-2019 Notes, as shown on **Exhibit C**. Exhibit 238, Appx. 5134-5147.

**B. The Amounts Due and Owing Under the Pre-2019 Notes**

16. On April 15, 2019, Mr. Dondero signed the Acknowledgment Letter in which he agreed on behalf of HCMLP not to demand payment on amounts then owed by HCMFA prior to May 31, 2021. Exhibit 217, Appx. at 4990.<sup>4</sup> Highland received no consideration in exchange for agreement contained in the Acknowledgment Letter.

17. HCMLP's complied with Acknowledgment Letter in this regard and did not demand payment of the outstanding obligations due under the Pre-2019 Notes until June 2, 2021. *See* Complaint, Exhibit 4.

18. As of May 27, 2022, after giving effect to the Payments, the unpaid principal and

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<sup>3</sup> There were three *de minimus* exceptions to this treatment. In June 2019 and October 2019, two Payments were applied entirely to principal on the 2014 Note. In each instance, the Payment occurred shortly after a separate Payment had been made and applied first to all accrued and outstanding interest and second to principal. As a result, in these two instances, *de minimus* accrued interest remained outstanding when the June and October 2019 Payments were made and applied entirely to principal. A separate payment on the 2016 Note in April 2017 was applied to interest first, then principal at the time of the Payment. However, following the application of the Payment, it was identified that the accrued interest should have been capitalized on the anniversary of the 2016 Note, so the loan schedule was updated to reflect the capitalization of the interest. The application of the Payment was unchanged, leaving interest in a "pre-paid" position until further interest accrued and exhausted the Prepayment. The combined effect of these exceptions is *de minimus* (cumulatively less than \$650.00) with respect to total current outstanding principal and interest. Moreover, regardless of the application of the Payments, Highland always had the unquestionable and unfettered right to demand payment for all remaining amounts due and owing under the Pre-2019 Notes, subject only to the Acknowledgement Letter.

<sup>4</sup> In May 2019, HCMFA issued two other Notes to Highland in exchange for loans that are the subject of one of the adversary proceedings in the Main Notes Litigation. *See* Adv. Pro. No. 21-03004. Because those Notes were issued in May 2019, they were not subject to the Acknowledgment Letter.

accrued interest due under the 2014 Note is \$2,151,130.84, and the unpaid principal and accrued interest due under the 2016 Note is \$1,001,238.06.

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

Dated: May 27, 2022

/s/ David Klos  
David Klos

# **EXHIBIT A**

## PROMISSORY NOTE

\$4,000,000.00

February 26, 2014

FOR VALUE RECEIVED, HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, LP. ("*Maker*") promises to pay to the order of HIGHLAND CAPITAL MANAGEMENT, LP ("*Payee*"), in legal and lawful tender of the United States of America, the principal sum of FOUR MILLION and 00/100 Dollars (\$4,000,000.00), together with interest, on the terms set forth below (the "*Note*"). All sums hereunder are payable to Payee at 300 Crescent Court, Dallas, TX 75201, or such other address as Payee may specify to Maker in writing from time to time.

1. Interest Rate. The unpaid principal balance of this Note from time to time outstanding shall bear interest at a rate equal to the mid-term "*applicable federal rate*" (1.97%) in effect on the date hereof for loans of such maturity as determined by Section 1274(d) of the Internal Revenue Code, per annum from the date hereof until maturity, compounded annually on the anniversary of the date of this Note. Interest shall be calculated at a daily rate equal to 1/365th (1/366 in a leap year) of the rate per annum, shall be charged and collected on the actual number of days elapsed, and shall be payable on demand of the Payee.

2. Payment of Principal and Interest. The accrued interest and principal of this Note shall be due and payable on demand of the Payee.

3. Prepayment Allowed; Renegotiation Discretionary. Maker may prepay in whole or in part the unpaid principal or accrued interest of this Note. Any payments on this Note shall be applied first to unpaid accrued interest hereon, and then to unpaid principal hereof.

4. Acceleration Upon Default. Failure to pay this Note or any installment hereunder as it becomes due shall, at the election of the holder hereof, without notice, demand, presentment, notice of intent to accelerate, notice of acceleration, or any other notice of any kind which are hereby waived, mature the principal of this Note and all interest then accrued, if any, and the same shall at once become due and payable and subject to those remedies of the holder hereof. No failure or delay on the part of Payee in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

5. Waiver. Maker hereby waives grace, demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices of any kind hereunder.

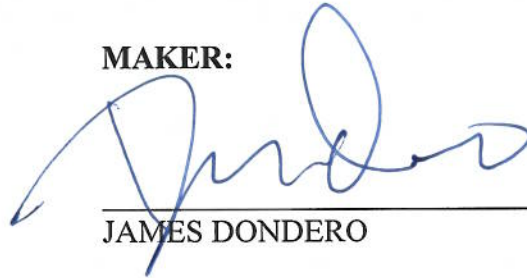
6. Attorneys' Fees. If this Note is not paid at maturity (whether by acceleration or otherwise) and is placed in the hands of an attorney for collection, or if it is collected through a bankruptcy court or any other court after maturity, the Maker shall pay, in addition to all other amounts owing hereunder, all actual expenses of collection, all court costs and reasonable attorneys' fees and expenses incurred by the holder hereof.



7. Limitation on Agreements. All agreements between Maker and Payee, whether now existing or hereafter arising, are hereby limited so that in no event shall the amount paid, or agreed to be paid to Payee for the use, forbearance, or detention of money or for the payment or performance of any covenant or obligation contained herein or in any other document evidencing, securing or pertaining to this Note, exceed the maximum interest rate allowed by law. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between Payee and Maker in conflict herewith.

8. Governing Law. This Note and the rights and obligations of the parties hereunder shall be governed by the laws of the United States of America and by the laws of the State of Texas, and is performable in Dallas County, Texas.

**MAKER:**



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JAMES DONDERO

## **EXHIBIT B**

## PROMISSORY NOTE

\$2,300,000.00

February 26, 2016

FOR VALUE RECEIVED, HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, LP. (“*Maker*”) promises to pay to the order of HIGHLAND CAPITAL MANAGEMENT, LP (“*Payee*”), in legal and lawful tender of the United States of America, the principal sum of TWO MILLION, THREE HUNDRED THOUSAND and 00/100 Dollars (\$2,300,000.00), together with interest, on the terms set forth below (the “*Note*”). All sums hereunder are payable to Payee at 300 Crescent Court, Dallas, TX 75201, or such other address as Payee may specify to Maker in writing from time to time.

1. Interest Rate. The unpaid principal balance of this Note from time to time outstanding shall bear interest at a rate equal to the mid-term “*applicable federal rate*” (2.62%) in effect on the date hereof for loans of such maturity as determined by Section 1274(d) of the Internal Revenue Code, per annum from the date hereof until maturity, compounded annually on the anniversary of the date of this Note. Interest shall be calculated at a daily rate equal to 1/365th (1/366 in a leap year) of the rate per annum, shall be charged and collected on the actual number of days elapsed, and shall be payable on demand of the Payee.
2. Payment of Principal and Interest. The accrued interest and principal of this Note shall be due and payable on demand of the Payee.
3. Prepayment Allowed; Renegotiation Discretionary. Maker may prepay in whole or in part the unpaid principal or accrued interest of this Note. Any payments on this Note shall be applied first to unpaid accrued interest hereon, and then to unpaid principal hereof.
4. Acceleration Upon Default. Failure to pay this Note or any installment hereunder as it becomes due shall, at the election of the holder hereof, without notice, demand, presentment, notice of intent to accelerate, notice of acceleration, or any other notice of any kind which are hereby waived, mature the principal of this Note and all interest then accrued, if any, and the same shall at once become due and payable and subject to those remedies of the holder hereof. No failure or delay on the part of Payee in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
5. Waiver. Maker hereby waives grace, demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices of any kind hereunder.
6. Attorneys’ Fees. If this Note is not paid at maturity (whether by acceleration or otherwise) and is placed in the hands of an attorney for collection, or if it is collected through a bankruptcy court or any other court after maturity, the Maker shall pay, in addition to all other amounts owing hereunder, all actual expenses of collection, all court costs and reasonable attorneys’ fees and expenses incurred by the holder hereof.

7. Limitation on Agreements. All agreements between Maker and Payee, whether now existing or hereafter arising, are hereby limited so that in no event shall the amount paid, or agreed to be paid to Payee for the use, forbearance, or detention of money or for the payment or performance of any covenant or obligation contained herein or in any other document evidencing, securing or pertaining to this Note, exceed the maximum interest rate allowed by law. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between Payee and Maker in conflict herewith.

8. Governing Law. This Note and the rights and obligations of the parties hereunder shall be governed by the laws of the United States of America and by the laws of the State of Texas, and is performable in Dallas County, Texas.

MAKER:



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JAMES DONDERO

## **EXHIBIT C**

**Summary of loans dated February 26, 2014 and February 26, 2016**

Privileged and confidential - prepared at direction of counsel

Prepared February 28, 2022

Loan dated 2/26/14		\$ 4,000,000.00		<b>Application</b>				
Description	Type	Cash amount	Bank statement date	Bank statement ref	Principal	Interest	Total	Total Applied to other loans
Initial loan	Payment	\$ (4,000,000.00)	2/26/2014	P. 2 of 3	\$ (4,000,000.00)	\$ -	\$ (4,000,000.00)	\$ -
May 2019 receipt	Receipt	1,000,000.00	5/29/2019	P. 6 of 13	978,101.91	21,898.09	1,000,000.00	-
June 2019 receipt	Receipt	500,000.00	6/4/2019	P. 2 of 9	500,000.00	-	500,000.00	-
September 2019 receipt	Receipt	500,000.00	9/5/2019	P. 1 of 3	484,171.75	15,828.25	500,000.00	-
October 2019 receipt	Receipt	375,000.00	10/3/2019	P. 2 of 10	375,000.00	-	375,000.00	-
December 2021 receipt [1]	Receipt	180,472.81	12/28/2021	P. 1 of 4	-	35,477.45	35,477.45	144,995 See notes
Total cash receipts					\$ 2,337,273.66	\$ 73,203.79	\$ 2,410,477.45	
Non-cash PIK interest (cumulative 2014-2021)					(471,440.19)	471,440.19		
Total principal outstanding 12/31/21					\$ 2,134,166.53	Original principal less principal repayments plus PIK'd interest		
Total interest outstanding 12/31/21								

Loan dated 2/26/16		\$ 2,300,000.00		<b>Application</b>				
Description	Type	Cash amount	Bank statement date	Bank statement ref	Principal	Interest	Total	Total Applied to other loans
Initial loan	Payment	\$ (2,300,000.00)	2/26/2016	P. 2 of 3	\$ (2,300,000.00)	\$ -	\$ (2,300,000.00)	\$ -
September 2016 receipt [2]	Receipt	1,000,000.00	9/1/2016	P. 1 of 3	434,394.68	31,038.03	465,432.71	534,567 See notes
April 2017 receipt	Receipt	1,000,000.00	4/12/2017	P. 1 of 3	970,137.03	29,862.97	1,000,000.00	-
December 2021 receipt [1]	Receipt	180,472.81	12/28/2021	P. 1 of 4	-	21,904.16	21,904.16	158,569 See notes
Total cash receipts					\$ 1,404,531.71	\$ 82,805.16	\$ 1,487,336.87	
Non-cash PIK interest (cumulative 2016-2021)					(95,289.33)	95,289.33		
Total principal outstanding 12/31/21					\$ 990,757.62	Original principal less principal repayments plus PIK'd interest		
Total interest outstanding 12/31/21								

## Notes:

[1] Total receipt in December 2021 was \$180,472.81. Application of payment was \$35,477.45 to the loan dated 2/26/14; \$21,904.16 to the loan dated 2/26/16; \$123,091.20 to loans from May 2019 that are part of a separate litigat

[2] Total receipt in September 2016 was \$1,000,000.00. Application of payment was \$465,432.71 to the loan dated 2/26/16; \$534,567.29 was applied to the loan dated 8/28/2015, which fully retired that loan.

# **EXHIBIT D**

Page 1 of 13  
Primary Account: [REDACTED]  
Beginning May 1, 2019 - Ending May 31, 2019



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21 HIGHLAND CAPITAL MANAGEMENT LP  
MASTER OPERATING ACCOUNT  
300 CRESCENT CT STE 700  
DALLAS TX 75201-7849

### Contacting Us

Available by phone 24/7

Phone 1-800-266-7277

Online [bbvacompass.com](http://bbvacompass.com)

Write BBVA Compass  
Customer Service  
P.O. Box 10566  
Birmingham, AL 35296

## Summary of Accounts

### Deposit Accounts/ Other Products

Account	Account number	Ending balance last statement	Ending balance this statement
TREASURY MANAGEMENT ANALYSIS CHECKING	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



Page 2 of 13  
Primary Account: [REDACTED]  
Beginning May 1, 2019 - Ending May 31, 2019



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# TREASURY MANAGEMENT ANALYSIS CHECKING

Account Number: [REDACTED]

## Activity Summary

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

## Deposits and Other Credits

Date *	Check/ Serial #	Description	Deposits/ Credits
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



Primary Account: [Redacted]

Beginning May 1, 2019 - Ending May 31, 2019



Date *	Check/ Serial #	Description	Deposits/ Credits
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
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Date *	Check/ Serial #	Description	Deposits/ Credits
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█	██████████	██████████	██████████





Date *	Check/ Serial #	Description	Deposits/ Credits
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

### Withdrawals and Other Debits

Date *	Check/ Serial #	Description	Withdrawals/ Debits
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Date *	Check/ Serial #	Description	Withdrawals/ Debits
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Primary Account [REDACTED]  
Beginning May 1, 2019 - Ending May 31, 2019



31

Date *	Check/ Serial #	Description	Withdrawals/ Debits
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]







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 Primary Account: [REDACTED]  
 Beginning May 1, 2019 - Ending May 31, 2019



Date *	Check/ Serial #	Description	Withdrawals/ Debits
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

Date *	Check/ Serial #	Description	Debit	Credit	Balance	Debit	Credit	Balance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

Date *	Check/ Serial #	Description	Debit	Credit	Balance	Debit	Credit	Balance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

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 Primary Account: [REDACTED]  
 Beginning May 1, 2019 - Ending May 31, 2019



**How to Balance Your Account**

- Step 1** • Enter all checks, deposits, and other automated teller card (ATM) transactions in your register.
  - Record all automated deductions, debit card transactions and electronic bill payments.
  - Record and deduct service charges, check printing charges, or other bank fees.
  - If you have an interest bearing account, add any interest earned shown on this statement.
- Step 2** • If applicable, sort checks in numerical order and mark in your register each check or other transaction that is listed on this statement.
- Step 3** • List any deposits or credits you have made that do not appear on this statement (see space provided below).
- Step 4** • List any checks you have written, debit card transactions, electronic payments and other deductions that do not appear on this statement (see space provided below).

Date/Description	Amount
Step 3 Total	\$

Date/Description	Check #	Amount
Step 4 Total		\$

**Balancing Your Register to this Statement**

<b>Step 5</b> •Enter the "current balance" shown on this statement	
•Add total from Step 3	
•Subtotal	
•Subtract total from Step 4	
•This balance should equal your register balance	
If it does not agree, see steps below	\$

- If your account does not balance, review the following:
- Check all your addition and subtraction above in your register.
  - Make sure you remembered to subtract service charges listed on this statement and add any interest earned to your register.
  - Amounts of deposits and withdrawals on this statement should match your register entries.
  - If you have questions or need assistance, please refer to the phone number on the front of this statement.

**Change of Address**

Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

**Electronic Transfers (for consumer accounts only)**

In case of errors or questions about your Electronic Transfers, write to BBVA Compass Bank, Operations Compliance Support, P.O. Box 10566, Birmingham, AL 35296. Or simply call your local customer service number printed on the front of this statement. Call or write as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the error or problem appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (20 on claims on accounts opened less than 30 calendar days) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

\*For Non-Consumer Account customers, please refer to your current Non-Consumer Account Agreement for details regarding Electronic Fund Transfers.

**Overdraft Protection**

**Calculation of Interest Charge and Balance Subject to Interest Rate.** The interest charge is computed using your annual percentage rate divided by 365 or, in the case of a leap year, 366, which gives you the "Applicable Rate." Although we calculate the interest charge by applying the Applicable Rate to each daily balance, the interest charge can also be calculated by multiplying the Applicable Rate by the "average daily balance"(Balance Subject to Interest Rate) shown on this statement, then multiplying that sum by the number of days in the billing cycle. To get the "Balance Subject to Interest Rate" shown on this statement we take the beginning balance of your account less any unpaid finance charges each day, add any new advances or debits, and subtract any payments or credits. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives us the "average daily balance" shown on the statement as "Balance Subject to Interest Rate". Payments to your overdraft protection loan account made through our tellers or deposited at our automated teller machines (ATMs) Monday through Friday before the posted cut-off time will be posted to your account on the date they are accepted. Otherwise, they will be posted on the next business day. Payments made through our ATMs via a funds transfer will be posted on the date they are received or on the next business day if made after 6pm CT (6pm MT for Arizona accounts and 6pm PT for California accounts) Monday through Friday or any time Saturday, Sunday or bank holidays. BBVA Compass Bank business days are Monday through Friday, excluding holidays.

**In Case of Errors or Questions About Your Statement (Overdraft Protection Only)**

If you think your statement is wrong, or if you need more information about a transaction on your statement, write your issue on a separate document and send it to Bankcard Center, P.O. Box 2210, Decatur, AL 35699-0001. Telephone inquiries may be made by calling your local BBVA Compass branch listed on the front of this statement to speak with a Customer Service Representative. Please note: a telephone inquiry will not preserve your rights under federal law. We must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or what you need more information.
- Tell us the dollar amount of the suspected error.

You can stop the automatic deduction of the Minimum Payment from your checking account if you think your statement is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic deduction is scheduled to occur.

**Reporting Other Problems**

Please review your statement carefully. It is essential that any account errors or any improper transactions on your account be reported to us as soon as reasonably possible. If you fail to notify us of any suspected problems, errors or unauthorized transactions within the time periods specified in the deposit account agreement, we are not liable to you for any loss related to the problem, error or unauthorized transaction.

BBVA Compass is a trade name of Compass Bank, a member of the BBVA Group. Compass Bank, Member FDIC.

# **EXHIBIT E**

Page 1 of 9  
 Primary Account: [REDACTED]  
 Beginning June 1, 2019 - Ending June 30, 2019

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21 HIGHLAND CAPITAL MANAGEMENT LP  
 MASTER OPERATING ACCOUNT  
 300 CRESCENT CT STE 700  
 DALLAS TX 75201-7849

**Contacting Us**

Available by phone 24/7

Phone 1-800-266-7277

Online [bbvausa.com](http://bbvausa.com)

Write BBVA  
 Customer Service  
 P.O. Box 10566  
 Birmingham, AL 35296

**Your BBVA Account(s)**

Please see important message regarding your  
 TREASURY MANAGEMENT ANALYSIS CHECKING  
 account

**Summary of Accounts**

**Deposit Accounts/ Other Products**

Account	Account number	Ending balance last statement	Ending balance this statement
TREASURY MANAGEMENT ANALYSIS CHECKING	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

BBVA Compass is now BBVA. Transforming banking to put the world's opportunities in your hands.

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Primary Account: [REDACTED]  
Beginning June 1, 2019 - Ending June 30, 2019



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# TREASURY MANAGEMENT ANALYSIS CHECKING

Account Number: [REDACTED]

## Account Information

We have updated the Treasury Management Service Agreement. These terms and conditions will become effective as of August 1, 2019. You can find a current version of the agreement by going to:

<http://www.bbvausa.com/commercial/treasury-management/resource-central/>

The user ID is "treasury" and the password is "management."

## Activity Summary

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

## Deposits and Other Credits

Date *	Check/ Serial #	Description	Deposits/ Credits
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6/4		INCOMING WIRE W/ADVICE REF 20190604F2QCZ60C00344906041614FT03 ORG HIGHLAND CAPITAL M	\$500,000.00
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Page 5 of 9  
Primary Account: [REDACTED]  
Beginning June 1, 2019 - Ending June 30, 2019



Date *	Check/ Serial #	Description	Withdrawals/ Debits
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Primary Account: [REDACTED]  
Beginning June 1, 2019 - Ending June 30, 2019



Date *	Check/ Serial #	Description	Withdrawals/ Debits
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Date *	Check/ Serial #	Description	Withdrawals/ Debits
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]





**How to Balance Your Account**

- Step 1** • Enter all checks, deposits, and other automated teller card (ATM) transactions in your register.
  - Record all automated deductions, debit card transactions and electronic bill payments.
  - Record and deduct service charges, check printing charges, or other bank fees.
  - If you have an interest bearing account, add any interest earned shown on this statement.
- Step 2** • If applicable, sort checks in numerical order and mark in your register each check or other transaction that is listed on this statement.
- Step 3** • List any deposits or credits you have made that do not appear on this statement (see space provided below).
- Step 4** • List any checks you have written, debit card transactions, electronic payments and other deductions that do not appear on this statement (see space provided below).

Date/Description	Amount
Step 3 Total	\$

Date/Description	Check #	Amount
Step 4 Total		\$

**Balancing Your Register to this Statement**

<b>Step 5</b> • Enter the "current balance" shown on this statement	
• Add total from Step 3	
• Subtotal	
• Subtract total from Step 4	
• This balance should equal your register balance	
If it does not agree, see steps below	\$

- If your account does not balance, review the following:
- Check all your addition and subtraction above in your register.
  - Make sure you remembered to subtract service charges listed on this statement and add any interest earned to your register.
  - Amounts of deposits and withdrawals on this statement should match your register entries.
  - If you have questions or need assistance, please refer to the phone number on the front of this statement.

**Change of Address**

Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

**Electronic Transfers (for consumer accounts only)**

In case of errors or questions about your Electronic Transfers, write to BBVA, Operations Compliance Support, P.O. Box 10566, Birmingham, AL 35296. Or simply call your local customer service number printed on the front of this statement. Call or write as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the error or problem appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (20 on claims on accounts opened less than 30 calendar days) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

\*For Non-Consumer Account customers, please refer to your current Non-Consumer Account Agreement for details regarding Electronic Fund Transfers.

**Overdraft Protection**

**Calculation of Interest Charge and Balance Subject to Interest Rate.** The interest charge is computed using your annual percentage rate divided by 365 or, in the case of a leap year, 366, which gives you the "Applicable Rate." Although we calculate the interest charge by applying the Applicable Rate to each daily balance, the interest charge can also be calculated by multiplying the Applicable Rate by the "average daily balance" (Balance Subject to Interest Rate) shown on this statement, then multiplying that sum by the number of days in the billing cycle. To get the "Balance Subject to Interest Rate" shown on this statement we take the beginning balance of your account less any unpaid finance charges each day, add any new advances or debits, and subtract any payments or credits. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives us the "average daily balance" shown on the statement as "Balance Subject to Interest Rate". Payments to your overdraft protection loan account made through our tellers or deposited at our automated teller machines (ATMs) Monday through Friday before the posted cut-off time will be posted to your account on the date they are accepted. Otherwise, they will be posted on the next business day. Payments made through our ATMs via a funds transfer will be posted on the date they are received or on the next business day if made after 6pm CT (6pm MT for Arizona accounts and 6pm PT for California accounts) Monday through Friday or any time Saturday, Sunday or bank holidays. BBVA business days are Monday through Friday, excluding holidays.

**In Case of Errors or Questions About Your Statement (Overdraft Protection Only)**

If you think your statement is wrong, or if you need more information about a transaction on your statement, write your issue on a separate document and send it to Bankcard Center, P.O. Box 2210, Decatur, AL 35699-0001. Telephone inquiries may be made by calling your local BBVA branch listed on the front of this statement to speak with a Customer Service Representative. Please note: a telephone inquiry will not preserve your rights under federal law. We must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or what you need more information.
- Tell us the dollar amount of the suspected error.

You can stop the automatic deduction of the Minimum Payment from your checking account if you think your statement is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic deduction is scheduled to occur.

**Reporting Other Problems**

Please review your statement carefully. It is essential that any account errors or any improper transactions on your account be reported to us as soon as reasonably possible. If you fail to notify us of any suspected problems, errors or unauthorized transactions within the time periods specified in the deposit account agreement, we are not liable to you for any loss related to the problem, error or unauthorized transaction.

BBVA and BBVA Compass are trade names of BBVA USA, a member of the BBVA Group. BBVA USA, Member FDIC.

# **EXHIBIT F**



# Accounts



2515 McKinney Avenue, 11th Floor  
Dallas, Texas 75201  
972.934.4700  
www.NexBank.com



Date 9/30/19 Page 1  
Primary Account  
Enclosures

Highland Capital Management LP  
300 Crescent Court Suite 700  
Dallas TX 75201

NexBank's Privacy Notice, which has not changed, is available on our website at [www.NexBank.com/files/privacynotice.pdf](http://www.NexBank.com/files/privacynotice.pdf). If you would like a copy of our Privacy Notice mailed to you, please call us at (972-934-4700).

### Checking Account/s

Account Type: Highland Capital Management LP

Analysis Checking w/ Interest  
Account Number

Statement Dates 9/03/19 thru 9/30/19

[Redacted account information]

### Deposits and Additions

Date	Description	Amount
9/05	IB transfer from D ****415 to D ****130	500,000.00
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

MEMBER FDIC

NOTICE: SEE LAST PAGE FOR IMPORTANT INFORMATION

Payments received at the address indicated on this statement by 3 00 pm. Central Standard Time each banking day will be credited as of that date.



2515 McKinney Avenue, 11th Floor  
Dallas, Texas 75201  
972.934.4700  
www.NexBank.com



Date 9/30/19 Page 2  
Primary Account  
Enclosures





**ERRORS OR QUESTIONS ABOUT YOUR STATEMENT** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing or electronically. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

In Case of Errors or Questions About Your Electronic Transfers, Telephone us at 972.934.4700 or Write us at NexBank, 2515 McKinney Avenue, 11th Floor, Dallas, Texas 75201 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

# **EXHIBIT G**

Page 1 of 10  
Primary Account: [REDACTED]  
Beginning October 1, 2019 - Ending October 31, 2019



31

21 HIGHLAND CAPITAL MANAGEMENT LP  
MASTER OPERATING ACCOUNT  
300 CRESCENT CT STE 700  
DALLAS TX 75201-7849

### Contacting Us

Available by phone 24/7

Phone 1-800-266-7277

Online [bbvausa.com](http://bbvausa.com)

Write BBVA  
Customer Service  
P.O. Box 10566  
Birmingham, AL 35296

## Summary of Accounts

### Deposit Accounts/ Other Products

Account	Account number	Ending balance last statement	Ending balance this statement
TREASURY MANAGEMENT ANALYSIS CHECKING	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Page 2 of 10  
Primary Account: [REDACTED]  
Beginning October 1, 2019 - Ending October 31, 2019



31

## TREASURY MANAGEMENT ANALYSIS CHECKING

Account Number: [REDACTED]

### Activity Summary

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

### Deposits and Other Credits

Date *	Check/ Serial #	Description	Deposits/ Credits
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10/3		INCOMING WIRE W/ADVICE REF 20191003F2QCZ60C00240510031400FT03 ORG HIGHLAND CAPITAL M	\$375,000.00
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]





Page 5 of 10  
 Primary Account: [REDACTED]  
 Beginning October 1, 2019 - Ending October 31, 2019



31

Date *	Check/ Serial #	Description	Withdrawals/ Debits
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Date *	Check/ Serial #	Description	Withdrawals/ Debits
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Date *	Check/ Serial #	Description	Withdrawals/ Debits
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



Page 9 of 10  
Primary Account: [REDACTED]  
Beginning October 1, 2019 - Ending October 31, 2019



<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]				

Page 10 of 10  
 Primary Account: [REDACTED]  
 Beginning October 1, 2019 - Ending October 31, 2019



**How to Balance Your Account**

- Step 1** • Enter all checks, deposits, and other automated teller card (ATM) transactions in your register.
  - Record all automated deductions, debit card transactions and electronic bill payments.
  - Record and deduct service charges, check printing charges, or other bank fees.
  - If you have an interest bearing account, add any interest earned shown on this statement.
- Step 2** • If applicable, sort checks in numerical order and mark in your register each check or other transaction that is listed on this statement.
- Step 3** • List any deposits or credits you have made that do not appear on this statement (see space provided below).
- Step 4** • List any checks you have written, debit card transactions, electronic payments and other deductions that do not appear on this statement (see space provided below).

Date/Description	Amount
Step 3 Total	\$

Date/Description	Check #	Amount
Step 4 Total		\$

**Balancing Your Register to this Statement**

<b>Step 5</b> •Enter the "current balance" shown on this statement	
•Add total from Step 3	
•Subtotal	
•Subtract total from Step 4	
•This balance should equal your register balance	
If it does not agree, see steps below	\$

- If your account does not balance, review the following:
- Check all your addition and subtraction above in your register.
  - Make sure you remembered to subtract service charges listed on this statement and add any interest earned to your register.
  - Amounts of deposits and withdrawals on this statement should match your register entries.
  - If you have questions or need assistance, please refer to the phone number on the front of this statement.

**Change of Address**

Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

**Electronic Transfers (for consumer accounts only)**

In case of errors or questions about your Electronic Transfers, write to BBVA, Operations Compliance Support, P.O. Box 10566, Birmingham, AL 35296. Or simply call your local customer service number printed on the front of this statement. Call or write as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the error or problem appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (20 on claims on accounts opened less than 30 calendar days) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

\*For Non-Consumer Account customers, please refer to your current Non-Consumer Account Agreement for details regarding Electronic Fund Transfers.

**Overdraft Protection**

**Calculation of Interest Charge and Balance Subject to Interest Rate.** The interest charge is computed using your annual percentage rate divided by 365 or, in the case of a leap year, 366, which gives you the "Applicable Rate." Although we calculate the interest charge by applying the Applicable Rate to each daily balance, the interest charge can also be calculated by multiplying the Applicable Rate by the "average daily balance"(Balance Subject to Interest Rate) shown on this statement, then multiplying that sum by the number of days in the billing cycle. To get the "Balance Subject to Interest Rate" shown on this statement we take the beginning balance of your account less any unpaid finance charges each day, add any new advances or debits, and subtract any payments or credits. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives us the "average daily balance" shown on the statement as "Balance Subject to Interest Rate". Payments to your overdraft protection loan account made through our tellers or deposited at our automated teller machines (ATMs) Monday through Friday before the posted cut-off time will be posted to your account on the date they are accepted. Otherwise, they will be posted on the next business day. Payments made through our ATMs via a funds transfer will be posted on the date they are received or on the next business day if made after 6pm CT (6pm MT for Arizona accounts and 6pm PT for California accounts) Monday through Friday or any time Saturday, Sunday or bank holidays. BBVA business days are Monday through Friday, excluding holidays.

**In Case of Errors or Questions About Your Statement (Overdraft Protection Only)**

If you think your statement is wrong, or if you need more information about a transaction on your statement, write your issue on a separate document and send it to Bankcard Center, P.O. Box 2210, Decatur, AL 35699-0001. Telephone inquiries may be made by calling your local BBVA branch listed on the front of this statement to speak with a Customer Service Representative. Please note: a telephone inquiry will not preserve your rights under federal law. We must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or what you need more information.
- Tell us the dollar amount of the suspected error.

You can stop the automatic deduction of the Minimum Payment from your checking account if you think your statement is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic deduction is scheduled to occur.

**Reporting Other Problems**

Please review your statement carefully. It is essential that any account errors or any improper transactions on your account be reported to us as soon as reasonably possible. If you fail to notify us of any suspected problems, errors or unauthorized transactions within the time periods specified in the deposit account agreement, we are not liable to you for any loss related to the problem, error or unauthorized transaction.

BBVA and BBVA Compass are trade names of BBVA USA, a member of the BBVA Group. BBVA USA, Member FDIC.

# **EXHIBIT H**



9300 Flair Dr., 1St FL  
 El Monte, CA. 91731

ACCOUNT STATEMENT

Page 1 of 3  
 STARTING DATE: December 01, 2021  
 ENDING DATE: December 31, 2021  
 Total days in statement period: 31

[REDACTED]

( 0 )

HIGHLAND CAPITAL MANAGEMENT LP  
 CHAPTER 11 DEBTOR IN POSSESSION  
 CASE #19 12239  
 OPERATING ACCOUNT  
 300 CRESCENT CT SUITE 700  
 DALLAS TX 75201 0000

Protecting the security of your account and personal information is our top priority. Learn about online security practices and ways to protect yourself from cybercrime at eastwestbank.com in the "Privacy & Security" section.

### Commercial Analysis Checking

Account number	[REDACTED]	Beginning balance	[REDACTED]
Low balance	[REDACTED]	Total additions	( 9 ) [REDACTED]
Average balance	[REDACTED]	Total subtractions	( 75 ) [REDACTED]
		Ending balance	[REDACTED]

#### CREDITS

Number	Date	Transaction Description	Additions
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
	12-28	Wire Trans-IN HIGHLAND CAPITAL MGMT FUND ADV	180,472.81
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]

#### DEBITS

Date	Transaction Description	Subtractions
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]







9300 Flair Dr., 1St FL  
El Monte, CA. 91731

STARTING DATE: December 01, 2021  
ENDING DATE: December 31, 2021

HIGHLAND CAPITAL MANAGEMENT LP

Date	Transaction Description	Subtractions
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

OVERDRAFT/RETURN ITEM FEES

[REDACTED]	[REDACTED]
------------	------------

**STATEMENT BALANCING**

**Fill in the amounts below from the front of this statement and your checkbook.**

**ENTER**

Ending Balance of this Statement..... \$ \_\_\_\_\_

Add Deposits not shown on this Statement \$ \_\_\_\_\_

**Sub Total**..... \$ \_\_\_\_\_

**Subtract** Checks Issued but not on Statement

CHECK NUMBER OR DATE	AMOUNT	CHECK NUMBER OR DATE	AMOUNT
TOTAL		TOTAL	

**Total** amount of outstanding checks..... \$ \_\_\_\_\_

**Balance**.....\*\* \$ \_\_\_\_\_

**ENTER**

Present Balance in your checkbook..... \$ \_\_\_\_\_

**Subtract** any service charges, finance or any other charges..... \$ \_\_\_\_\_

**Sub Total** ..... \$ \_\_\_\_\_

**Add** Monthly Interest Earned ..... \$ \_\_\_\_\_

**Add** any deposits not yet entered in checkbook (Reverse Advances)..... \$ \_\_\_\_\_

**Subtract** any checks not yet entered in checkbook (Reverse Payments)..... \$ \_\_\_\_\_

**Balance**..... \$ \_\_\_\_\_

**IN CASE OF ERRORS OR QUESTIONS REGARDING YOUR CHECKING ACCOUNT**

You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods as specified in the Deposit Agreement (which periods are no more than 60 days after we make the statement available to you and in some cases 30 days or less), we are not liable to you for, and you agree not to make a claim against us for problems or unauthorized transactions.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS**

Telephone or write your local branch of account, listed on the statement front, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If our investigation takes longer than 10 business days from the date we received your notification, we will provisionally credit your account for the disputed amount until our investigation has been completed. If the disputed amount involves an electronic funds transfer to or from an account within 30 days after the first deposit to the account was made, we will provisionally credit your account within 20 business days from the date we receive your notification.

**ACCOUNTS WITH CHECK STORAGE**

Upon your request, we will provide you, without charge, legible copies of two checks from each account statement. Additional copies of canceled checks are subject to our service charges. You can make a request for these copies by contacting the branch listed on the front of this statement.

**CHANGE OF ADDRESS**

Please notify us immediately for change of address by phoning or writing your local branch of account, listed on the front of this statement.

MEMBER FDIC

(REV 11/07)

# **EXHIBIT I**



Date 9/30/16 Page 1  
Primary Account  
Enclosures

Highland Capital Management LP  
300 Crescent Court Suite 700  
Dallas TX 75201

NexBank's Privacy Notice, which has not changed, is available on our website at [www.NexBank.com/files/privacynotice.pdf](http://www.NexBank.com/files/privacynotice.pdf). If you would like a copy of our Privacy Notice mailed to you, please call us at 972-934-4700.

Checking Account/s

Account Type: Highland Capital Management LP

Analysis Checking w/ Interest

Account Number [REDACTED] Statement Dates 9/01/16 thru 10/02/16

[REDACTED]

Deposits and Additions

Date	Description	Amount
9/01	IB Transfer from D ****415 to D ****130	1,000,000.00

[REDACTED]

MEMBER FDIC

NOTICE: SEE LAST PAGE FOR IMPORTANT INFORMATION

Payments received at the address indicated on this statement by 3:00 pm, Central Standard Time each banking day will be credited as of that date.



Date 9/30/16 Page 2  
Primary Account 1614130  
Enclosures

Analysis Checking w/ Interest 1614130 (Continued)

Checks and Withdrawals		
Date	Description	Amount
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Daily Balance Information					
Date	Balance	Date	Balance	Date	Balance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Interest Rate Summary		
Date	Rate	
[REDACTED]	[REDACTED]	[REDACTED]

End of Statement

MEMBER FDIC NOTICE: SEE LAST PAGE FOR IMPORTANT INFORMATION  
Payments received at the address indicated on this statement by 3:00 pm, Central Standard Time each banking day will be credited as of that date.

OUTSTANDING CHECKS		RECONCILIATION INSTRUCTIONS	
<b>Reconciliation of Account</b>		Date _____	
<b>CHECKS WRITTEN BUT NOT PAID</b>		Please examine this statement and items at once and refer any exceptions immediately.	
<b>NUMBER</b>	<b>AMOUNT</b>	Sort your checks numerically or by date issued.	
		Mark off in your checkbook each of your checks paid by the bank and list the numbers and amounts of those not paid in the space provided at the left. Include any checks still not paid from previous statements.	
		Subtract from your checkbook balance any SERVICE CHARGE (S.C.) or bank charge appearing on this statement.	
		Reconcile your statement in the space provided below.	
		Enter bank balance from statement	
		Add deposits not credited by bank (if any)	
		<b>TOTAL</b>	
<b>Total of Checks not paid</b>		Subtract total of checks not paid	
<b>THIS AMOUNT SHOULD EQUAL YOUR CHECKBOOK BALANCE-&gt;</b>			
<p><b>Any Charge for Imprinted Checks Includes State Sales Tax Computed at the Current Rate, When Applicable</b>                      Notice: The Annual Percentage Rate and Daily Periodic Rate may vary.</p>			
<b>EXPLANATION OF BALANCE ON WHICH THE INTEREST CHARGE IS COMPUTED</b>			
<p>We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances/fees, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance.</p>			
<b>WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT</b>			
<p>If you think there is an error on your statement, write to us at:  <b>NexBank</b>                      2515 McKinney Avenue, 11th Floor                      Dallas, Texas 75201                      You may also contact us on the Web: <a href="http://www.nexbank.com">www.nexbank.com</a>                      In your letter, give us the following information:</p> <ul style="list-style-type: none"> <li>• <b>Account Information:</b> Your name and account number.</li> <li>• <b>Dollar Amount:</b> The dollar amount of the suspected error.</li> <li>• <b>Description of Problem:</b> If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.</li> </ul> <p>You must contact us within 60 days after the error appeared on your statement.                      You must notify us of any potential errors in writing or electronically. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.                      While we investigate whether or not there has been an error, the following are true:</p> <ul style="list-style-type: none"> <li>• We cannot try to collect the amount in question, or report you as delinquent on that amount.</li> <li>• The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.</li> <li>• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.</li> <li>• We can apply any unpaid amount against your credit limit.</li> </ul>			
<b>IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS</b>			
<p>In Case of Errors or Questions About Your Electronic Transfers, Telephone us at 972.934.4700 or Write us at NexBank, 2515 McKinney Avenue, 11th Floor, Dallas, Texas 75201 as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.</p> <ol style="list-style-type: none"> <li>(1) Tell us your name and account number (if any).</li> <li>(2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.</li> <li>(3) Tell us the dollar amount of the suspected error.</li> </ol> <p>We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.</p>			

# **EXHIBIT J**



Date 4/28/17 Page 1  
Primary Account  
Enclosures

Highland Capital Management LP  
300 Crescent Court Suite 700  
Dallas TX 75201

NexBank's Privacy Notice, which has not changed, is available on our website at [www.NexBank.com/files/privacynotice.pdf](http://www.NexBank.com/files/privacynotice.pdf). If you would like a copy of our Privacy Notice mailed to you, please call us at 972-934-4700.

Checking Account/s

Account Type: Highland Capital Management LP

Analysis Checking w/ Interest

Account Number [REDACTED] Statement Dates 4/03/17 thru 4/30/17

[REDACTED]

Deposits and Additions

Date	Description	Amount
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
4/12	IB Transfer from D ****415 to D ****130	1,000,000.00
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

MEMBER FDIC

NOTICE: SEE LAST PAGE FOR IMPORTANT INFORMATION  
Payments received at the address indicated on this statement by 3:00 pm, Central Standard Time each banking day will be credited as of that date.





Date 4/28/17 Page 2  
Primary Account [REDACTED]  
Enclosures

Analysis Checking w/ Interest [REDACTED] (Continued)

Deposits and Additions		
Date	Description	Amount
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Checks and Withdrawals		
Date	Description	Amount
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Daily Balance Information					
Date	Balance	Date	Balance	Date	Balance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

MEMBER FDIC NOTICE: SEE LAST PAGE FOR IMPORTANT INFORMATION  
Payments received at the address indicated on this statement by 3:00 pm, Central Standard Time each banking day will be credited as of that date.



Date 4/28/17 Page 3  
Primary Account [REDACTED]  
Enclosures

Analysis Checking w/ Interest [REDACTED] (Continued)

Interest Rate Summary	
Date	Rate
[REDACTED]	[REDACTED]

End of Statement

MEMBER FDIC

NOTICE: SEE LAST PAGE FOR IMPORTANT INFORMATION

Payments received at the address indicated on this statement by 3:00 pm, Central Standard Time each banking day will be credited as of that date.

OUTSTANDING CHECKS			RECONCILIATION INSTRUCTIONS		
<b>Reconciliation of Account</b>			Date _____		
<b>CHECKS WRITTEN BUT NOT PAID</b>			Please examine this statement and items at once and refer any exceptions immediately.  Sort your checks numerically or by date issued.  Mark off in your checkbook each of your checks paid by the bank and list the numbers and amounts of those not paid in the space provided at the left. Include any checks still not paid from previous statements.  Subtract from your checkbook balance any SERVICE CHARGE (S.C.) or bank charge appearing on this statement.  Reconcile your statement in the space provided below.		
NUMBER	AMOUNT				
Total Checks not paid					
<b>THIS AMOUNT SHOULD EQUAL YOUR CHECKBOOK BALANCE-&gt;</b>			Enter bank balance from statement		
			Add deposits not credited by bank (if any)		
			TOTAL		
			Subtract total of checks not paid		
<b>Any Charge for Imprinted Checks Includes State Sales Tax Computed at the Current Rate, When Applicable</b>					
<b>EXPLANATION OF BALANCE ON WHICH THE INTEREST CHARGE IS COMPUTED</b>					
We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances/fees, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance.					
<b>WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT</b>					
If you think there is an error on your statement, write to us at: <b>NexBank</b> 2515 McKinney Avenue, 11th Floor Dallas, Texas 75201 You may also contact us on the Web: <a href="http://www.nexbank.com">www.nexbank.com</a> In your letter, give us the following information: • <b>Account Information:</b> Your name and account number. • <b>Dollar Amount:</b> The dollar amount of the suspected error. • <b>Description of Problem:</b> If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing or electronically. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: • We cannot try to collect the amount in question, or report you as delinquent on that amount. • The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount. • While you do not have to pay the amount in question, you are responsible for the remainder of your balance. • We can apply any unpaid amount against your credit limit.					
<b>IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS</b>					
In Case of Errors or Questions About Your Electronic Transfers, Telephone us at 972.934.4700 or Write us at NexBank, 2515 McKinney Avenue, 11th Floor, Dallas, Texas 75201 as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. (1) Tell us your name and account number (if any). (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.					